

RICHLAND COUNTY

COUNTY COUNCIL AGENDA

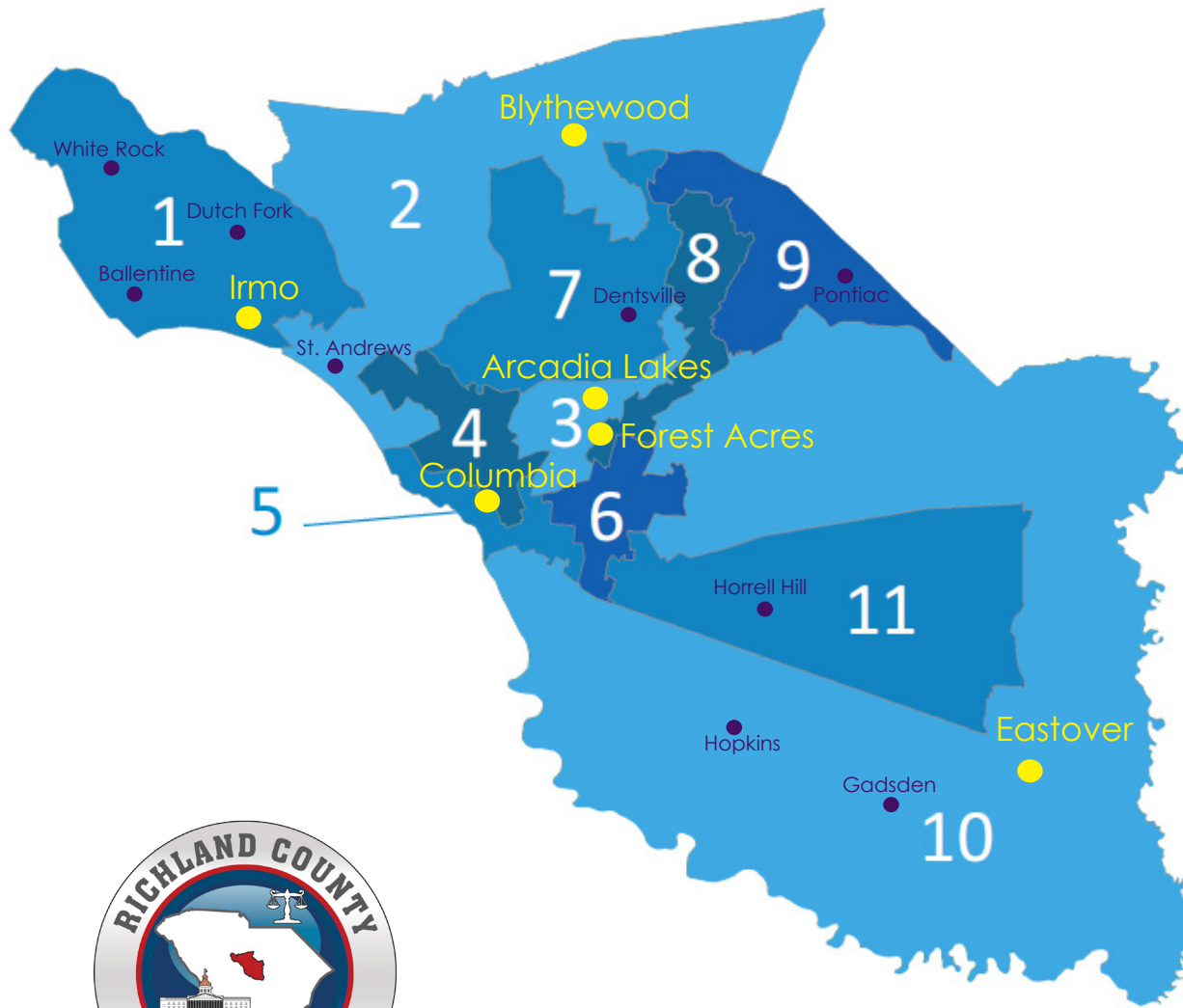


TUESDAY, May 2, 2017

6 P.M.

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2017-2018



VICE CHAIR
Bill Malinowski
District 1



CHAIR
Joyce Dickerson
District 2



Yvonne McBride
District 3



Paul Livingston
District 4



Seth Rose
District 5



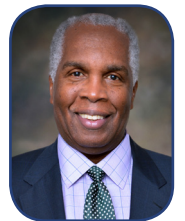
Greg Pearce
District 6



Gwendolyn Kennedy
District 7



Jim Manning
District 8



Calvin "Chip" Jackson
District 9



Dalhi Myers
District 10



Norman Jackson
District 11

The Honorable Joyce Dickerson, Chair	County Council District 2
The Honorable Bill Malinowski, Vice Chair	County Council District 1
The Honorable Yvonne McBride	County Council District 3
The Honorable Paul Livingston	County Council District 4
The Honorable Seth Rose	County Council District 5
The Honorable Greg Pearce	County Council District 6
The Honorable Gwendolyn Kennedy	County Council District 7
The Honorable Jim Manning	County Council District 8
The Honorable Calvin “Chip” Jackson	County Council District 9
The Honorable Dalhi Myers	County Council District 10
The Honorable Norman Jackson	County Council District 11



Richland County Council
Regular Session
May 2, 2017 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson,
Chair, Richland County Council
2. **INVOCATION** The Honorable Greg Pearce
3. **PLEDGE OF ALLEGIANCE** The Honorable Greg Pearce
4. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. Regular Session: April 18, 2017 [PAGES 7-16]
 - b. Zoning Public Hearing: April 25, 2017 [PAGES 17-18]
 - c. Special Called: April 27, 2017 [PAGES 19-21]
5. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson
6. **REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** *Items requiring outside counsel or a consultant. Larry Smith, County Attorney
 - a. Transportation Matter/Potential Litigation
 - b. Utility/Contractual Matter
 - c. Personnel Matter
 - d. Update on Audit
 - e. Legal Advice: Enforcement of Land Development Code
7. **CITIZENS' INPUT**
For Items on the Agenda Not Requiring a Public Hearing

8. **REPORT OF THE COUNTY ADMINISTRATOR** Gerald Seals, County Administrator
- a. Richland 101
 - b. Personnel Matter
 - c. Presentation of the CAFR
9. **REPORT OF THE CLERK OF COUNCIL** Michelle Onley, Deputy Clerk of Council
- a. REMINDER: Budget Work Sessions (4:00 – 6:00 PM)
 - 1. May 9 – Special Revenue, Enterprise, and Millage Agencies
 - 2. May 11 - Grants
 - b. REMINDER: 2017 Small Business Week Events:
 - 1. May 3 – SBA Salute to Small Business, 8:30 AM, Convention Center
 - 2. May 4 – City of Columbia Small Business Week Conference, 8:30 AM, Convention Center
 - c. Public Works Week Luncheon, Wednesday, May 24, 11:30 AM, Public Works Complex – Powell Rd.
10. **REPORT OF THE CHAIR** The Honorable Joyce Dickerson
11. **OPEN/CLOSE PUBLIC HEARINGS** The Honorable Joyce Dickerson
- a. An Ordinance Authorizing a deed to Sallie B. W. Roberts for 0.0132± Acres to Cyrus Weston Road, in Richland County, which is a portion of TMS# 32800-01-25
 - b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl
 - c. An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate up to Eighty Seven Thousand Eight Hundred Sixty Four Dollars (\$87,864) to increase funding to the Board of Voter Registration and Elections Department for the upcoming State House of Representatives District 70 Special Election for Richland County

12. **APPROVAL OF CONSENT ITEMS**

The Honorable Joyce Dickerson

- a. An Ordinance Authorizing a deed to Sallie B. W. Roberts for 0.0132± Acres on Cyrus Weston Road, in Richland County, which is a portion of TMS # 32800-01-25 [THIRD READING] [PAGES 22-23]
- b. 17-007MA
Cox & Dinkins
RM-HD to GC (0.8 Acres)
Daulton Drive & Barbara Drive
TMS# R17012-02-12 [SECOND READING] [PAGES 24-25]
- c. 17-008MA
Cox & Dinkins
OI to GC (10.33 Acres)
Daulton Drive, Blarney Drive & Barbara Drive
TMS# R17012-02-01 [SECOND READING] [PAGES 26-27]
- d. 17-009MA
Krystal Martin
GC to LI (5 Acres)
10539 Farrow Road
TMS# R17500-02-18 [SECOND READING] [PAGES 28-29]
- e. Award of the Summit Sidewalk 2017 Project [PAGES 30-37]
- f. FY17 – District 8 Hospitality Tax Allocations [PAGES 38-41]

13. **ORDINANCES - THIRD READING**

The Honorable Joyce Dickerson

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl [PAGES 42-62]
- b. An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate up to Eighty Seven Thousand Eight Hundred Sixty Four Dollars (\$87,864) to increase funding to the Board of Voter Registration and Elections Department for the upcoming State House of Representatives District 70 Special Election for Richland County [PAGES 63-72]

14. **ORDINANCES - SECOND READING** The Honorable Joyce Dickerson
- a. An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and (Project Feng) (the “Company”); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto [PAGES 73-124]
15. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE** The Honorable Seth Rose
- a. Council Motion: Adjust mandated funding for programs and agencies by the percentage reduced by the Local Government Fund [PAGES 125-128]
16. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE** The Honorable Greg Pearce
- a. Capital Projects: Authorization of Purchase Contract for 7615 Wilson Blvd. [PAGES 129-242]
17. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE** The Honorable Jim Manning
- a. 2017 Resurfacing Package I: Construction Contract Award [PAGES 243-259]
- b. 2017 Resurfacing Package J: Construction Contract Award [PAGES 260-274]
- c. 2017 Resurfacing Package K: Construction Contract Award [PAGES 275-289]
- d. 2017 Resurfacing Package M: Construction Contract Award [PAGES 290-302]
- e. Three Rivers Greenway Project: Construction Contract Award [PAGES 303-321]
18. **REPORT OF THE BLUE RIBBON AD HOC COMMITTEE** The Honorable Greg Pearce [PAGES 322-323]
- a. Mobile Home Replacement Vendor Approval
- b. Business Assistance Program (BAP) RFQ
- c. CDBG-DR Consultancy Services Extension

19. **SECOND CITIZENS' INPUT**

Must Pertain to Richland County Matters Not on the Agenda

20. **SECOND COUNTY ATTORNEY'S REPORT OF EXECUTIVE SESSION ITEMS**

Larry Smith, County Attorney

21. **MOTION PERIOD/ANNOUNCEMENTS**

a. Develop an emergency plan with SCDOT to immediately repair Rabbit Run Road and Bitternut Road. Developers' constant neglect to repair the storm drainage system causes dangerous flooding. A school bus almost overturned in the flood this morning (April 24, 2017) on Rabbit Run Road. We cannot afford to endanger the lives of citizens, especially school children because of neglect.

The Honorable Norman Jackson

b. Council Rule Change: Standing committee meetings will have starting times listed as immediately following the preceding committee meeting, but no later than one hour after the start of the preceding meeting. If the committee meeting(s) have not concluded by the time the Zoning Public Hearing is scheduled to begin, the committee meeting will be recessed until the conclusion of the Zoning Public Hearing. The starting time for the Zoning Public Hearing will be changed from 7:00 PM to 6:00 PM.

The Honorable Bill Malinowski
The Honorable Norman Jackson

c. It has come to my attention that some Richland County departments employ relatives in the same department in violation of Richland County rules. Direct the Administrator to research this matter, eliminate the problem through transfer, attrition, or dismissal

The Honorable Bill Malinowski

d. Hangar Leases: In November of last year I made a Motion for the County Legal Department to review the standard Hamilton-Owens Airport hangar lease. Legal has now completed its review, and it is now appropriate for Council to move toward finalizing any revisions or changes to the model agreement. As such, I move that this matter be forwarded to the appropriate committee of Council (A&F?) and then on to full Council to consider the standard lease.

The Honorable Greg Pearce

(Additional motions may be received by the Clerk of Council's Office up to 24 hours prior to the Council meeting. Such motions will be distributed as "24-Hour Motions" to Council members)

22. **ADJOURN**



Richland County Council



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

REGULAR SESSION MEETING

April 18, 2017
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

Ms. Dickerson called the meeting to order at approximately 6:00 PM

INVOCATION

The Invocation was led by the Honorable Norman Jackson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was the Honorable Norman Jackson

APPROVAL OF MINUTES

Regular Session: April 4, 2017 – Ms. Myers moved, seconded by Mr. Malinowski, to reconsider the portion of the minutes pertaining to the following item on p. 7 of the minutes: “An Ordinance amending the Fiscal Year 2016-2017 Hospitality Tax Fund Annual Budget to appropriate up to \$200,000 of Hospitality Fund Balance to the SC Military Support Foundation to assist in funding for advertisement and promotion of the 2017 South Carolina Guard Air & Ground Expo” in order to remove the amendment to fund the aviation fuel.

There was a discussion on whether the item had been clinched at the last meeting and, if so, how to handle correcting the minutes.

Mr. Smith stated if the item had been clinched at the last meeting Council would need to make a motion to rescind the action.

Mr. Manning inquired if this item was up for Third Reading at tonight’s meeting.

Mr. Smith stated Third Reading was given to the item at the April 4th Council meeting, but the action does not become final until the minutes from that meeting are approved.

Mr. Manning inquired if the question was asked at the April 4th meeting if aviation fuel was allowable and the answer was yes.



Committee Members Present

Joyce Dickerson, Chair
Bill Malinowski, Vice Chair
Calvin “Chip” Jackson
Norman Jackson
Gwendolyn Davis Kennedy
Paul Livingston
Jim Manning
Yvonne McBride
Dalhi Myers
Greg Pearce
Seth Rose

Others Present:

Gerald Seals
Kimberly Roberts
Michelle Onley
Brandon Madden
Larry Smith
Ismail Ozbek
Beverly Harris
Laura Renwick
Janelle Ellis
Kevin Bronson
Tracy Hegler
Sandra Yudice
Shahid Khan
Sandra Haynes
Rob Perry
Arthur Braswell
Jocelyn Jennings
Valeria Jackson
Brad Farrar
Jeff Ruble
Samuel Selph
Tiffany Harrison
Paige Greene
Kendra Dove
Wanda Kelly

**Richland County Council
Regular Session Meeting
Tuesday, April 18, 2017
Page Two**

Mr. Smith stated Mr. Manning was correct the question and asked and responded to in the affirmative. After further review by staff, it was determined aviation fuel is not an appropriate expenditure and Ms. Myers was contacted regarding the findings.

Mr. Livingston inquired if it was clear where the funds would go that were allocated for fuel.

Ms. Myers stated the organization is still in need of the funds and will be able to utilize them consistent with the statute.

Mr. Manning stated for clarification, at the April 4th meeting a Councilmember inquired if Hospitality Tax funding can be used for fuel and the answer was "we checked into that and yes you can."

Mr. Seals stated he was the one that gave the incorrect answer.

Ms. Dickerson read into the record the portion of the April 4th minutes pertaining to this item.

Mr. Manning inquired if through the three readings the County was funding aviation fuel.

Ms. Myers responded in the negative. The amendment came at the Third Reading. The prior readings were correct.

Mr. Manning stated at Third Reading we were going to add the aviation fuel because that was a need they had. Now we are still going to fund the same amount even though we are not funding what we amended on Third Reading. In addition, he stated he was confused as to what the money is being spent on.

Ms. Dickerson inquired if Mr. Manning was suggesting to reduce the funding by the amount set aside for the fuel costs.

Mr. Manning stated that would seem to make sense.

Ms. Myers stated the organization has taken their budget and looked at their needs for promotion and advertisement and what the Hospitality Tax can specifically be used for. In actuality the organization needs more funding; therefore, they are in need of all the funding allocated.

The vote in favor of reconsideration was unanimous.

Mr. Livingston inquired as to when the event is scheduled to occur.

Ms. Myers stated it is scheduled for the first weekend in May.

Mr. Livingston moved, seconded by Mr. Malinowski, to support the motion, as is, and not include the fuel costs. In addition, to have the organization come back to Council to explain their use of the funds previously allocated for fuel costs. The vote in favor was unanimous.

Mr. Livingston moved, seconded by Ms. Myers, to approve the minutes as amended. The vote in favor was unanimous.

Special Called Meeting: April 18, 2017 – Mr. N. Jackson moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

PRESENTATION OF RESOLUTIONS

- a. Resolution honoring Kendra Dove’s contribution to the CASA organization** – Ms. Dickerson presented a resolution to Ms. Kendra Dove for her contribution to the CASA organization.
- b. A Proclamation recognizing the Month of May 2017 as Building Safety Month** – Ms. Dickerson presented a proclamation recognizing May 2017 as Building Safety Month.
- c. A Resolution affirming the week of April 17-21, 2017 as Richland County’s National Community Development (CD) Week** – Mr. Pearce presented a resolution to Ms. Valeria Jackson affirming the week of April 17 – 21, 2017 as Richland County’s National Community Development (CD) Week.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

Mr. Smith stated the following items were potential Executive Session Items:

- a. Update on Contractual Matters with the City of Columbia**
- b. Property Acquisition/Contractual Matter**
- c. Personnel Matter**

CITIZENS’ INPUT

(For Items on the Agenda Not Requiring a Public Hearing)

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. Announcement of the Presentation of the CAFR** – Mr. Seals stated the auditor will be present at the May 2nd Council meeting to present the audit to Council. The audit is incomplete until it has been presented to Council.

- b. **Personnel Matter** – This item was taken up in Executive Session.

REPORT OF THE CLERK OF COUNCIL

- a. **Reminder: Presentation of Recommended Budget by County Administrator and First Reading of County Budget and Millage Ordinances, April 27, 4:00 PM** – Ms. Onley reminded Council of the upcoming presentation of the County Administrator’s Recommended Budget and First Reading of the Budget and Millage ordinances on April 27th at 4:00 PM.
- b. **Reminder: 2017 Small Business Week Press Conference, May 1, 10:00 AM, Columbia Chamber of Commerce** – Ms. Onley reminded Council of the Chamber of Commerce’s upcoming Small Business Week press conference on May 1st at 10:00 AM.

REPORT OF THE CHAIR

- a. **South Carolina State Budget Bill – H. 3720 Update** – Ms. Dickerson stated this item is currently in the House and she is awaiting a response from the representatives.

OPEN/CLOSE PUBLIC HEARINGS

- **In support of the issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bonds (Hammond School Project) Series 2017, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina, 1976, as amended, in the aggregate principal amount of not exceeding \$21,000,000** – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- **17-002MA, J. Guadalupe Torres, OI to RS-MD (0.34 Acres), Inland Drive, 06015-01-20 [THIRD READING]**
- **17-004MA, Fremont Nelson, OI to RM-HD (0.5 Acres), 1646 Horseshoe Drive, 17012-01-03 [THIRD READING]**
- **17-005MA, Ryan L. Horton, RU to HI (5 Acres), Screaming Eagle Rd., 31600-02-20 [THIRD READING]**
- **An Ordinance Authorizing a deed to Sallie B. W. Roberts for 0.0132± Acres on Cyrus Weston Road, in Richland County, which is a portion of TMS # 32800-01-25 [SECOND READING]**

Mr. Livingston moved, seconded by Ms. Kennedy, to approve the consent items. The vote in favor was unanimous.

THIRD READING

An Ordinance Authorizing a deed to Vulcan Lands, Inc., for 72± Acres on Caughman Road North, in Richland County, which is a portion of TMS # 06500-01-01 – Mr. Pearce moved, seconded by Mr. Livingston, to approve this item.

FOR

Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST

The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. Livingston, to reconsider this item. The motion failed.

SECOND READING

An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl – Mr. Pearce moved, seconded by Mr. Livingston, to approve this item.

Mr. Malinowski stated on p. 72 of the agenda there is a question from Ms. Kennedy inquiring about the “...added costs of implementing the Community Cat Program.” He does not feel the question was adequately answered. The answer given was “...if the County decides not to implement the program there would be additional costs...” but it does not specify what the additional costs would be. He is requesting a more detailed answer to Ms. Kennedy’s inquiry.

The last line of the answer states, “...the City of Columbia ...will therefore cease to euthanize healthy feral cats at their shelter in the near future.” Mr. Malinowski would like a timeframe given.

Ms. Haynes stated at this time there is no additional costs. The City of Columbia has agreed to spay and neuter the feral cats for the \$14 per day cost. If the County decides to implement the program at a later date, the County may not get this same offer and the County may be responsible for hiring a vet to perform the spay/neuter procedures. In addition, the City of Columbia is in transition to a “no kill community”, but there has not been a definitive timeframe given.

The vote was in favor.

An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Eighty Seven Thousand Eight Hundred Sixty Four Dollars (\$87,864) to increase funding to the

Board of Voter Registration and Elections Department for the upcoming State House of Representatives District 70 Special Election for Richland County – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

Mr. Malinowski stated at a previous meeting there was a question regarding State reimbursement. At that time, Council was told the State reimburses a percentage of the costs, but the ordinance states the County receives all of the reimbursement.

Mr. Selph stated the County will receive a portion of the funding back. The only entity the County gets total costs from is municipalities.

Mr. Malinowski stated it would seem the ordinance would have a \$0.00 in the revenue section until the State reimbursement is given.

Mr. Livingston requested a friendly amendment to amend the language to state “...appropriate up to”.

The vote in favor was unanimous.

An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and (Project Feng) (the “Company”); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto – Mr. Livingston moved, seconded by Mr. Malinowski, to defer this item until the May 2nd Council meeting. The vote in favor was unanimous.

REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. Accommodations Tax Committee – Three (3) Vacancies (One applicant must have a background in the Cultural Industry; One applicant must have a background in the Hospitality Industry; the other is an at-large seat)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- b. Hospitality Tax Committee – Three (3) Vacancies (Two applicants must be from the Restaurant Industry; the other is an at-large seat)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- c. Internal Revenue Committee – One (1) Vacancy (Applicant must be a CPA)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- d. Business Service Center Appeals Board – One (1) Vacancy (Applicant must be an attorney)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.

- e. Board of Assessment Appeals – Two (2) Vacancies** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- f. Planning Commission – One (1) Vacancy** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- g. Central Midlands Council of Governments (CMCOG) – One (1) Vacancy** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- h. Building Codes Board of Appeals – One (1) Vacancy (Applicant must be from Architecture Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- i. Employee Grievance Committee – Two (2) Vacancies (Applicants must be a Richland County employee)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- j. Procurement Review Panel – Two (2) Vacancies (One applicant must be from the public procurement arena and one applicant must be from the consumer industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- k. Township Auditorium Board – Two (2) Vacancies** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- l. River Alliance Board – One (1) Vacancy (Applicant should be prepared to assist with promoting facilities, services or policies that create citizen benefits from our rivers)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. Accommodations Tax Committee – 5** – Mr. Malinowski stated the committee recommended appointing Mr. David Erbacher and Mr. Andy Briggs to the Accommodations Tax Committee. The vote in favor was unanimous.
- b. Planning Commission – 3** – Mr. Malinowski stated the committee recommended re-appointing Ms. Heather Cairns and Mr. Stephen L. Gilchrist. The vote in favor was unanimous.

REPORT OF THE DECKER CENTER AD HOC COMMITTEE

- a. Designating a “Cultural and Historic Room” in the Decker Center** – Mr. Rose stated the committee recommended to name a publicly accessible room at the Decker Center after Judge Walter Jones, to commission a portrait of Judge Jones and to relocate the bust of Judge Jones, previously at the Huger Street location, to the Decker Center. The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. Manning stated there is another individual recognized at the Decker Center. The General Decker Community Room is named after the Ft. Jackson Commanding General Decker that Decker Boulevard is named after.

OTHER ITEMS

- a. **In support of the issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bonds (Hammond School Project) Series 2017, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina, 1976, as amended, in the aggregate principal amount of not exceeding \$21,000,000** Richland County Council – Mr. Pearce moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

CITIZENS' INPUT (Must Pertain to Items Not on the Agenda)

Ms. Fancy Crayton, Richland County Neighborhood Council President, spoke about the importance of the Richland County Neighborhood Council and invited Council members to participate with the Council.

Mr. Toney Forrester continued his “story” from the previous Council meetings.

POINT OF PERSONAL PRIVILEGE – Mr. Malinowski recognized that former City of Columbia Mayor Bob Coble was in the audience.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 7:01 p.m.
and came out at approximately 7:47 p.m.*

- a. **Update on Contractual Matters with City of Columbia (3)** – Mr. Malinowski moved, seconded by Ms. Myers, to direct the County Administrator to proceed as discussed in Executive Session. The vote in favor was unanimous.
- b. **Property Acquisition/Contractual Matter** – No action was taken.
- c. **Personnel Matter** – No action was taken.

MOTION PERIOD

- a. **Reduce funding to State mandated agencies by the percentage cut from the Local Government Fund [N. JACKSON]** – This item was referred to the A&F Committee.
- b. **Review the MOU between the City of Columbia and the Richland County Library and determine what action(s) need to be taken by Richland County in order for the library to be in compliance with needed MOU and the City of Columbia regarding water service, right-of-way and ownership**

matters as described in the provided information [MALINOWSKI] – This item was referred to the D&S Committee.

- c. **Resolution thanking the EZ Dock Company for the donation and installation of an \$85,000 dock on the Broad River for the use of the Columbia Rowing Club and others [PEARCE]** – Mr. Pearce moved, seconded by Mr. Malinowski, to adopt the resolution thanking the EZ Dock Company for their donation. The vote in favor was unanimous.
- d. **All business establishments that produce garbage/trash must have a dumpster or their business license will be suspended or revoked. NOTE: There has been a practice of illegal dumping of garbage from restaurants and bars on open land in the unincorporated area, especially in the rural communities. Obviously, this practice is by establishments that do not have proper mechanism to process their waste** – This item was referred to the D&S Committee.

ADJOURNMENT

The meeting adjourned at approximately 7:49 PM.

Joyce Dickerson, Chair

Bill Malinowski, Vice-Chair

Calvin “Chip” Jackson

Norman Jackson

Gwendolyn Kennedy

Paul Livingston

Jim Manning

Yvonne McBride

Dahli Myers

**Richland County Council
Regular Session Meeting
Tuesday, April 18, 2017
Page Ten**

Greg Pearce

Seth Rose

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

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

ZONING PUBLIC HEARING

April 25, 2017
7:00 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

Ms. Dickerson called the meeting to order at approximately 7:00 PM

ADDITIONS/DELETIONS TO THE AGENDA

There were no additions or deletions.

ADOPTION OF THE AGENDA

Ms. Myers moved, seconded by Ms. Kennedy, to adopt the agenda as published. The vote in favor was unanimous.

MAP AMENDMENTS

17-007MA, Cox & Dinkins, RM-HD to GC (0.8 Acres), Daulton Drive & Barbara Drive, R17012-02-12 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

The citizens chose not to speak at this time.

The floor to the public hearing was closed.

Ms. Kennedy moved, seconded by Mr. N. Jackson, to approve this item. The vote in favor was unanimous.

17-008MA, Cox & Dinkins, OI to GC (10.33 Acres), Daulton Drive, Blarney Drive & Barbara Drive, R17012-02-01 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

The citizens chose not to speak at this time.

The floor to the public hearing was closed.



Committee Members Present

Joyce Dickerson, Chair
Bill Malinowski, Vice Chair
Norman Jackson
Gwendolyn Davis-Kennedy
Paul Livingston
Jim Manning
Yvonne McBride
Dalhi Myers
Greg Pearce
Seth Rose

Others Present:

Tracy Hegler
Michelle Onley
Tommy DeLage
Larry Smith
Ashley Powell
Kimberly Williams-Roberts

**Richland County Council
Zoning Public Hearing
Tuesday, April 25, 2017
Page Two**

Ms. Kennedy moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

17-009MA, Krystal Martin, GC to LI (5 Acres), 10539 Farrow Road, R17500-02-18 [FIRST READING]

Mr. Malinowski opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

ADJOURNMENT

The meeting adjourned at approximately 7:04 PM

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

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

SPECIAL CALLED MEETING

April 27, 2017
4:00 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

Ms. Dickerson called the meeting to order at approximately 4:00 PM

Mr. Seals apologized for the Chambers' temperature being uncomfortable. There was a miscommunication and the thermostat was not adjusted prior to the meeting.

PRESENTATION OF THE COUNTY ADMINISTRATOR'S RECOMMENDED BUDGET

Mr. Seals formally presented the County's first biennium budget.

- The biennium budget covers the years beginning July 1, 2017 and ending June 30, 2019
- The biennium budget totals \$1.75 Billion Dollars
- The budget is balanced and within the millage cap
- Chart was provided that summarizes the funds that constitute the various funds that make up Richland County Government
- Proposed Biennium Budget I – General Fund is \$163,993,126
- Proposed Biennium Budget II – General Fund is \$167,218,117
- The proposed numbers are modest and represent modest growth (2%)
- The intent is to provide services the County is responsible for in a fiscally responsible manner
- The work sessions in which detailed discussions of the budget and aspects of the budget began at the April 26th Budget Ad Hoc Committee meeting
- The May 2nd Budget Work Session will address the General Fund



Committee Members Present

Joyce Dickerson, Chair
Bill Malinowski, Vice Chair
Norman Jackson
Gwendolyn Davis Kennedy
Paul Livingston
Jim Manning
Yvonne McBride
Dalhi Myers
Greg Pearce
Seth Rose

Others Present:

Gerald Seals
Kimberly Roberts
Donald Woodward
Scott West
Michelle Onley
Quinton Epps
Brandon Madden
Larry Smith
Beverly Harris
Nancy Stone-Collum
Tracy Hegler
Donny Phipps

- May 9th Work Session will address the Enterprise, Special Revenue, and Millage Agencies
- May 11th – Work Session on Grants
- May 18th – Budget Public Hearing – 6:00 PM
- May 25th – 2nd Reading of Budget and Millage Ordinance (Grants)

FIRST READING

An Ordinance to raise revenue, make appropriations, and adopt a budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2017 and ending June 30, 2019 [BY TITLE ONLY] – Mr. Pearce moved, seconded by Ms. Myers, to approve this item. The vote was in favor.

An Ordinance Authorizing the levying of ad valorem property taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2017, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2017, through June 30, 2019 [BY TITLE only] – Mr. Pearce moved, seconded by Ms. Myers, to approve this item. The vote was in favor.

Mr. Livingston inquired if the Enterprise Fund accounts for any fee adjustments.

Mr. Seals stated at this point the answer is no; however, he has directed a review of the fee structure of the Enterprise ordinances pursuant to Council policy. The policy stipulates the rates are to be reviewed every 3 years.

Mr. Livingston stated there is a tremendous difference in Debt Service.

Mr. Seals indicated some debt has been retired.

ADJOURNMENT

The meeting adjourned at approximately 4:10 PM.

Joyce Dickerson, Chair

**Richland County Council
Special Called Meeting
Tuesday, April 27, 2017
Page Three**

Bill Malinowski, Vice-Chair

Calvin "Chip" Jackson

Norman Jackson

Gwendolyn Davis Kennedy

Paul Livingston

Jim Manning

Yvonne McBride

Dalhi Myers

Greg Pearce

Seth Rose

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

Richland County Council Request of Action

Subject:

An Ordinance Authorizing a deed to Sallie B. W. Roberts for 0.0132± Acres on Cyrus Weston Road, in Richland County, which is a portion of TMS # 32800-01-25

First Reading: April 4, 2017

Second Reading: April 18, 2017

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-17HR

AN ORDINANCE AUTHORIZING A DEED TO SALLIE BW ROBERTS FOR
.0132± ACRES ON CYRUS WESTON ROAD, IN RICHLAND COUNTY,
WHICH IS A PORTION OF TMS# 32800-01-25.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed for .0132± acres on Cyrus Weston Road to Sallie BW Roberts, which is a portion of TMS# 32800-01-25, as specifically described in the Title to Real Estate, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle Onley
Assistant Clerk of Council

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

Richland County Council Request of Action

Subject:

17-007MA
Cox & Dinkins
RM-HD to GC (0.8 Acres)
Daulton Drive & Barbara Drive
TMS# R17012-02-12

First Reading: April 25, 2017
Second Reading:
Third Reading:
Public Hearing: April 25, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17012-02-12 FROM RESIDENTIAL MULTI-FAMILY HIGH DENSITY (RM-HD) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17012-02-12 from Residential Multi-family High Density (RM-HD) zoning to General Commercial (GC) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 25, 2017
First Reading: May 2, 2017
Second Reading: May 16, 2017
Third Reading: June 6, 2017

Richland County Council Request of Action

Subject:

17-008MA

Cox & Dinkins

OI to GC (10.33 Acres)

Daulton Drive, Blarney Drive & Barbara Drive

TMS# R17012-02-01

First Reading: April 25, 2017

Second Reading:

Third Reading:

Public Hearing: April 25, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17012-02-01 FROM OFFICE AND INSTITUTIONAL (OI) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17012-02-01 from Office and Institutional (OI) zoning to General Commercial (GC) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 25, 2017
First Reading: May 2, 2017
Second Reading: May 16, 2017
Third Reading: June 6, 2017

Richland County Council Request of Action

Subject:

17-009MA
Krystal Martin
GC to LI (5 Acres)
10539 Farrow Road
TMS# R17500-02-18

First Reading: April 25, 2017
Second Reading:
Third Reading:
Public Hearing: April 25, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17500-02-18 FROM GENERAL COMMERCIAL DISTRICT (GC) TO LIGHT INDUSTRIAL (LI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17500-02-18 from General Commercial (GC) zoning to Light Industrial (LI) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 25, 2017
First Reading: May 2, 2017
Second Reading: May 16, 2017
Third Reading: June 6, 2017

Richland County Council Request of Action

Subject:

Award of the Summit Sidewalk 2017 Project

April 25, 2017 – The committee recommended to approve the request to award the Summit Sidewalk 2017 Project in the amount of \$486,128.29 to Armstrong Contractors, LLC.



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

REQUEST OF ACTION SUMMARY SHEET

Agenda Item No.: 4b Meeting Date: April 25, 2017

To: Seth Rose, Chair, Development and Services Committee
 From: Chris Younts, Manager of Procurement
 Ismail Ozbek, Director of Public Works
 Department: Finance Department & Public Works Department

Item Subject Title: Award of the Summit Sidewalk 2017 Project

**Action Taken by
Committee previously:** None.

- Options:**
1. Approve the request to award the Summit Sidewalk 2017 Project in the amount of \$486,128.29 to Armstrong Contractors, LLC.
 2. Do not approve the request to award the Summit Sidewalk 2017 Project in the amount of \$486,128.29 to Armstrong Contractors, LLC.

**Motion Requested
Today:** Recommend that Council approve the request to award the Summit Sidewalk 2017 Project in the amount of \$486,128.29 to Armstrong Contractors, LLC.

Staff Recommendation: Approve motion request.

Impact of Action: Operating Budget: The operational cost is \$486,128.29

Capital Budget: None.

**Funding
Amount/Source:** \$486,128.29 / The County Transportation Committee (CTC) C Fund Budget

Requested by: Procurement Office / Public Works Department

Staff Representative: Chris Younts, Manager of Procurement
 Ismail Ozbek, Director of Public Works

Outside Representative: None.

- List of Attachments:**
1. Memorandum from Procurement Office
 2. Detailed Request of Action

3/7/17
Date Submitted

Brandon Madden
Approved by the County Administrator's Office

9
Council District



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

REQUEST OF ACTION

Subject: Award of the Summit Sidewalk 2017 Project

A. Purpose

County Council is requested to approve the award of the Summit Sidewalk 2017 Project to Armstrong Contractors, LLC in the amount of \$486,128.29. The funding will come from the County Transportation Committee (CTC) C Fund Budget.

B. Background / Discussion

Public Works received multiple sidewalk requests both from citizens and from The Summit Homeowners Association (HOA). Due to the amount of requests that were received, the location was evaluated and determined to have multiple schools, both public and private, in the vicinity of the requested sidewalk. However, it was missing a significant amount of sidewalk to provide connectivity for the various communities to the main thoroughfare of Summit Parkway.

Public Works submitted a request to the CTC for funding to install approximately 2.6 miles of sidewalk along Summit Parkway, Summit Ridge Road, and Bombing Range Rd. This project would start where the existing sidewalk ends on Summit Parkway, and it would terminate where the sidewalk starts on Bombing Range Road. See attached location map. Along with new sidewalk, the project will include installing new ADA ramps where there are none, retrofitting ramps in areas where they are currently not ADA compliant, installing new crosswalks where there are none, reinstalling crosswalks that are faded, and installing new crosswalk signs where needed. Public Works was awarded this funding by the CTC in 2016.

C. Legislative / Chronological History

- December 2015 – Public Works applied for funding from the CTC.
- March 2016 - Public Works received the funding approval letter from SCDOT.
- November 2016 – The surveying was completed for the project.
- February 2017 – Construction plans were finalized, and the project was advertised.
- March 2017 – Bid Opening was held (See attached bid tabulation). Armstrong Contractors, LLC was the lowest responsive, responsible bidder with a bid of \$422,720.25. Adding a 15% contingency to that brings the total to \$486,128.29.

D. Alternatives

1. Approve the request to award the Summit Sidewalk 2017 Project in the amount of \$486,128.29 to Armstrong Contractors, LLC.
2. Do not approve the request to award The Summit Sidewalk 2017 Project in the amount of \$486,128.29 to Armstrong Contractors, LLC.

E. Final Recommendation

It is recommended that Council proceed with awarding The Summit Sidewalk 2017 Project in the amount of \$486,128.29 to Armstrong Contractors, LLC.



Richland County Office of Procurement
2020 Hampton Street, Suite 3064, Columbia, SC 29204
Phone: (803) 576-2130, Fax: (803) 576-2135

Memorandum

To: Gerald Seals, County Administrator

CC: Ismail Ozbek, Director of Public Works
Stephen Staley, County Engineer
Kevin Bronson, Assistant to the County Administrator
Brandon Madden, Assistant to the County Administrator

From: Chris Younts, Procurement Manager

Date: 4/19/2017

RE: Summit Sidewalk ROA

It is the recommendation of this office to award the contract for Summit Sidewalk 2017 Project to the low bidder, Armstrong Contractors, LLC, in the amount of \$422,720.25 plus a 15% contingency for a total of \$486,128.29.

I am including additional documentation in support of this recommendation should you have any questions. If you should require anything further, please do not hesitate to let me know.



LOCATION MAP

SUMMIT SIDEWALK 2017 PROJECT		The Summit Sidewalk 2017 Project										
BID TABULATION		RC-PWE-107-1617										
3/22/2017		March 22, 2017										
ITEM	UNIT	QUANTITY	ARMSTRONG CONTRACTORS		AOS SPECIALTY		L-J, Inc. **		CHEROKEE, INC.		PALMETTO SITEWORK SERVICES, LLC **	
			UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Mobilization	LS	1	17,500.00	17,500.00	74,000.00	74,000.00	58,000.00	58,000.00	32000	32,000.00	75000	75,000.00
Traffic Control	LS	1	15,200.00	15,200.00	43,500.00	43,500.00	57,000.00	57,000.00	100000	100,000.00	60000	60,000.00
Clearing & Grubbing	LS	1	5,500.00	5,500.00	17,000.00	17,000.00	35,000.00	35,000.00	25000	25,000.00	20000	20,000.00
Tree Removal	EA	2	750.00	1,500.00	900.00	1,800.00	4,600.00	9,200.00	2500	5,000.00	2000	4,000.00
Construction Staking	LS	1	4,500.00	4,500.00	12,200.00	12,200.00	15,000.00	15,000.00	25000	25,000.00	20000	20,000.00
Perm. Const. Signs (Ground Mount)	LS	1	5,500.00	5,500.00	8,100.00	8,100.00	6,000.00	6,000.00	12000	12,000.00	10000	10,000.00
Unclassified Excavation	CY	1,300	7.00	9,100.00	33.25	43,225.00	60.00	78,000.00	20	26,000.00	35	45,500.00
Borrow Excavation	CY	700	18.00	12,600.00	41.20	28,840.00	35.00	24,500.00	30	21,000.00	25	17,500.00
Concrete Sidewalk 4" Uniform	SY	6,440	39.00	251,160.00	41.35	266,294.00	57.00	367,080.00	44	283,360.00	45	289,800.00
Concrete Driveways 7" Uniform	SY	265	55.00	14,575.00	110.00	29,150.00	100.00	26,500.00	55	14,575.00	60	15,900.00
2' x 5' Detectable Warning	EA	31	225.00	6,975.00	505.00	15,655.00	900.00	27,900.00	450	13,950.00	300	9,300.00
New Pedestrian Curb Ramp	SY	120	45.00	5,400.00	150.00	18,000.00	300.00	36,000.00	200	24,000.00	150	18,000.00
Retrofit Pedestrian Curb Ramp	SY	305	42.00	12,810.00	116.00	35,380.00	300.00	91,500.00	180	54,900.00	150	45,750.00
Remove/Dispose Existing Concrete	SY	330	20.00	6,600.00	46.00	15,180.00	61.00	20,130.00	15	4,950.00	20	6,600.00
8" White Thermo Crosswalk Markings	LF	2,054	4.25	8,729.50	3.50	7,189.00	5.00	10,270.00	4	8,216.00	4	8,216.00
24" White Thermo Crosswalk Markings	LF	105	15.00	1,575.00	15.00	1,575.00	15.00	1,575.00	16.5	1,732.50	15	1,575.00
Remove 8" Crosswalk Markings	LF	74	8.00	592.00	4.50	333.00	5.00	370.00	16.5	1,221.00	5	370.00
Crosswalk Sign W 11-2 (Ground Mount)	EA	12	400.00	4,800.00	350.00	4,200.00	400.00	4,800.00	220	2,640.00	265	3,180.00
"Ahead" Placard W 16-9P 24" x 10"	EA	12	400.00	4,800.00	125.50	1,506.00	400.00	4,800.00	200	2,400.00	155	1,860.00
Sign Posts	LF	144	15.00	2,160.00	15.75	2,268.00	12.50	1,800.00	10	1,440.00	10	1,440.00
Siltfence	LF	5,325	2.75	14,643.75	4.60	24,495.00	3.50	18,637.50	4	21,300.00	4	21,300.00
Sod	AC	0.5	33,000.00	16,500.00	53,140.00	26,570.00	60,000.00	30,000.00	24200	12,100.00	35000	17,500.00
TOTAL				\$422,720.25		\$676,460.00		\$924,062.50		\$692,784.50		\$692,791.00
** SLBE Form included in package but not filled out												



South Carolina
Department of Transportation

March 3, 2016

Mr. David Cable
Transportation Engineer Associate II
Department of Public Works
400 Powell Road
Columbia, South Carolina 29203

Dear Mr. Cable:

I am pleased to inform you that the Richland County Transportation Committee (CTC) has requested the South Carolina Department of Transportation (SCDOT) to budget CTC funds to Richland County for a sidewalk project.

Per the CTC's approval, \$1,012,044.00 was allocated for local paving project C PCN **P029826**. This project is described as constructing sidewalk along Summit Ridge Drive, Bombing Range Road and Summit Parkway between Hard Scrabble Road and Stallion Drive. Please note that the Project Control Number (PCN) shown above will identify this project in our records and should be included on all correspondence.

Richland County will have full responsibility for the procurement, construction, maintenance, and inspection of this project. **The County is expected to comply with the requirements set forth in S. C. Code of Laws, Section 12-28-2740 (Supp. 1996), and the SC Consolidated Procurement code regarding construction specifications and procurement procedures.** No bid preferences are allowed unless required by state or federal law.

SCDOT will reimburse CTC funds for eligible project costs up to the amount budgeted by the CTC, based upon the County's submission of the signed Request for Payment Invoice (form enclosed). The Request for Payment Invoice of eligible contract expenditures must be accompanied by detailed documentation of the charges. This documentation may be in the form of a canceled check, contractor's invoice, supplier's invoice, an engineer's pay estimate, or a statement of direct expenses, if County personnel accomplish the work. Each Invoice shall be certified true and correct by a duly authorized representative of the County. By submission of the payment request, the agent is certifying that the work and/or materials for which the payment is requested has been incorporated into the above referenced project; that the project has been administered and constructed in accordance with the SC Consolidated Procurement code and with the requirements of S. C. Code Section 12-28-2740 (Supp. 1996); all work has been inspected and accepted by the County; and that the funds requested will be applied to the purposes for which they are requested.



Post Office Box 151
Columbia, South Carolina 29202-0151

Phone: (803) 737-2314
TTY: (803) 737-2870

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

Richland County Council Request of Action

Subject:

FY17 - District 8 Hospitality Tax Allocations

April 25, 2017 – The committee recommended to approve the allocation of \$2,000 to the Columbia City Ballet, \$2,000 to the Columbia Classical Ballet, and \$2,000 to the SC Philharmonic.



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

REQUEST OF ACTION SUMMARY SHEET

Agenda Item No.: 4b Meeting Date: April 25, 2017

To: Greg Pearce, Chair, Administration and Finance Committee
From: Donald Woodward, Budget Manager
Department: Finance Department

Item Subject Title: FY17 - District 8 Hospitality Tax Allocations

Action Taken by None.

Committee previously:

- Options:**
1. Consider the request and approve the allocation of \$2,000 to the Columbia City Ballet and \$2,000 to the Columbia Classical Ballet.
 2. Consider the request and do not approve the allocation of \$2,000 to the Columbia City Ballet and \$2,000 to the Columbia Classical Ballet.

Motion Requested Today: Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

Staff Recommendation: Financial policy decision of Council.

Impact of Action: Operating Budget: None.

Capital Budget: None.

Funding Amount/Source: The \$4,000 will come from the H-Tax discretionary account

Requested by: Councilmember Jim Manning c/o Finance Department

Staff Representative: Donald Woodward, Budget Manager

Outside Representative: None.

List of Attachments:

1. Detailed Request of Action

4/17/17
Date Submitted

Brandon Madden
Approved by the County Administrator's Office

8
Council District



REQUEST OF ACTION

Subject: FY17 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve the allocation of \$2,000 to the Columbia City Ballet and \$2,000 to the Columbia Classical Ballet per the request of County Councilman Jim Manning, District 8.

B. Background / Discussion

For the current Fiscal Year (2016-2017), County Council approved designating the Hospitality Discretionary account funding totaling \$164,395.45 for each district Council member as list below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,395.45; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Pursuant to Motion 56 of FY17 Motion list (3rd reading) each district Council member was approved \$164,395.45 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, Mr. Manning’s H-Tax discretionary account breakdown and its potential impact is listed below:

Initial discretionary account funding	\$164,395.45
Funding allocated through FY17 budget process	\$158,395.45
Current account balance	\$6,000.00
Columbia City Ballet	\$2,000.00
Columbia Classical Ballet	\$2,000.00
Remaining balance	\$2,000.00

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 9, 2016

D. Alternatives

1. Consider the request and approve the allocations.

2. Consider the request and do not approve the allocations.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl

First Reading: April 4, 2017

Second Reading: April 18, 2017

Third Reading:

Public Hearing:



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Companion Document

Item: Ordinance amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl.

Below are the questions raised by County Council at its April 4, 2017 meeting relative to its review of the Ordinance amending the Richland County Code of Ordinances. This companion document provides responses to those questions.

Council Question (Q) & Staff Answer (A):

1. **[Vice – Chair Malinowski] Q:** Inquired as to the definition of Animalia.

A: Animalia is defined as the classification kingdom of living organisms that is comprised of all multicellular animals*.

However, historically this has never been an issue of enforcement with the ordinance.

**As defined by the Oxford Dictionary*

2. **[Vice – Chair Malinowski] Q:** Inquired as to the definition of provocation.

A: For the purposes of this ordinance, provocation shall mean any act done towards an animal that a reasonable person would expect to enrage such an animal to the extent that the animal would be likely to bite or attack, including, but not limited to, teasing, harassing, beating, torturing, injuring, or intentionally causing pain to an animal.

Where an animal is attacked on its owner's property by another animal off its owner's property, the attack will be presumed unprovoked, absent clear evidence to the contrary.

Provocation does not include any actions on the part of an individual that pertain to reasonable efforts of self-defense or defense of others.

This definition has been added to the ordinance.

3. **[Vice – Chair Malinowski] Q:** Inquired about the specification of “additional penalties” for failure to apply for a Commercial Pet Breeder License before a litter has been delivered.

A: Additional penalties refer to the possibility of multiple citations being issued as a result of having a delivered litter without applying for a license.

The sentence referencing to additional penalties has been removed as it is reasonable to assume that an ongoing failure to comply with any part of the ordinance could result in additional penalties.

4. **[Vice – Chair Malinowski] Q:** Inquired as to what proper documentation for a nationally registered hunting dog would be.

A: Proper documentation is referring to a registration form from a nationally recognized hunt club. Generally, if the registration is from an established hunt club and documents its hosting of hunting tests and/or field trials, it will be accepted. However, this type of documentation has been difficult for dog owners to produce.

5. **[Vice – Chair Malinowski] Q:** Inquired as to whether the ordinance speaks of business days or calendar days.

A: In instances in the ordinance where counted days are stated, it is referring to business days. Changes have been made to reflect this in the ordinance.

6. **[Councilwoman- McBride] Q:** Inquired as to whether there was data pertaining to different neighborhoods.

A: Animals picked up are entered into the County's database with their location and zip code but not neighborhood. However, the County's data tracking program does not allow the generation of reports of animals picked up and sorted by location. Cats picked up per zip code could be determined by having a staff member analyze the actual reports, which staff can begin doing.

7. **[Councilwoman- Kennedy] Q:** Inquired as to the added costs of implementing the Community Cat Program.

A: At this time there would be no added direct costs associated with the Community Cat Program. The City will absorb the costs of all the spay/neuter medical procedures. Additionally, as with the current contractual agreement, there will be no additional holding days charged to the County for feral cats.

However, if the County decides not to implement the program there would be additional costs associated with finding and utilizing an alternative entity to euthanize feral cats. The reason being is that the City of Columbia has already approved the Community Cat Program for their jurisdiction and will therefore cease to euthanize healthy feral cats at their shelter in the near future.

8. **[Councilwoman- Kennedy] Q:** Inquired about alternatives to the proposed Community Cat Program.

A: The Community Cat Diversion Program is being considered as an alternative to euthanasia. At this time, staff is unaware of any feasible alternatives that would allow for the relocation of the sterilized feral cats to new areas. The established standard for this type of program advocates against the introduction of cats to new locations.

9. **[Councilman- Jackson] Q:** Inquired about the number of cats picked up by the department on an annual basis.

A: The following stats represent the number of cats picked up for the past five fiscal years:
FY11-12 – 2,101 cats; FY12-13 – 2,172; cats; FY13-14 – 2,249 cats; FY14-15 – 2,026 cats; FY16-15
– 1,929 cats.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 5, ANIMALS AND FOWL.

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

SECTION I. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl, is hereby amended by the deletion of the language contained therein and the substitution of the following language:

CHAPTER 5: ANIMALS AND FOWL

Sec. 5-1. Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

Abandon shall mean to desert, forsake, or intend to give up absolutely an animal without securing another owner.

Abuse shall mean the act of any person who deprives any animal of necessary sustenance or shelter, or inflicts unnecessary pain or suffering upon any animal, or causes these things to be done.

Animal shall mean, in addition to dog and cat, any organism of the kingdom of Animalia, other than a human being.

Animal Care Officer shall mean any person employed by the county to enforce the animal care program.

Animal Care Facility shall mean any premises designated by the county for the purpose of impounding, care, adoption, or euthanasia of ~~dogs and cats~~ animals held under authority of this chapter.

At large shall mean an ~~pet~~ animal running off the premises of the owner or keeper and not under the physical control of the owner or keeper by means of a leash or other similar restraining device, or an animal on its owner's premises but not under restraint. A dog properly within the enclosed boundaries of a dog park shall not be considered at large. For the purposes of this definition, a dog park shall mean an enclosed area, owned and/or operated by the county, any municipality, or private entity, designed, intended, and used for domestic dogs to play and exercise off-leash in a controlled environment under the supervision of their owners.

Community Cat, also call “free roaming cat”, shall mean a domestic cat that lives outdoors full-time, has little or no human contact, is not well socialized to humans, and has no known owner. Pets, house cats which are outside periodically, and stray cats (lost or abandoned house pets) are specifically excluded from this definition.

Dangerous or vicious animal shall mean:

(1) Any animal, which the owner knows or reasonably should know, has the propensity, tendency or disposition to attack, to cause injury to, or to otherwise endanger the safety of human beings or domestic animals; or

(2) Any animal which attacks a human being or domestic animal one or more times without provocation, whether or not such attack occurs on the premises of the animal’s owner; or

(3) Any animal, which is not under restraint, and which commits unprovoked acts and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being or domestic animal; or

(4) An animal owned, kept or harbored primarily, or in part, for the purpose of animal fighting or an animal which has been trained for animal fighting.

Domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors which were historically domesticated for human companionship and service.

Non-domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors which were not historically domesticated for human companionship and service.

Nuisance shall mean an animal that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property or public property.

Owner shall mean any person who:

- (1) Has a property right in an animal;
- (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her.

Pet shall mean a domestic dog (canis familiaris) and/or a domestic cat (felis catus domesticus).

Provocation shall mean any act done towards an animal that a reasonable person would expect to enrage such an animal to the extent that the animal would be likely to bite or attack, including, but not limited to, teasing, harassing, beating, torturing, injuring, or intentionally causing pain to an animal. Where an animal is attacked on its owner's property by another animal off its owner's property, the attack will be presumed unprovoked, absent clear evidence to the contrary.

Provocation does not include any actions on the part of an individual that pertain to reasonable efforts of self-defense or defense of others.

Shelter shall mean any structure appropriately sized for the pet to stand or lie in a normal manner. The structure must have a roof, three sides, appropriate sized opening for the entry and exit and a floor so as to protect the pet from the elements of weather.

Under restraint shall mean an pet animal that is on the premises of its owner or keeper by means of a leash, fence or other similar restraining device, or is on the premises of its owner or keeper and accompanied by the owner/keeper, or an pet animal that is off the premises of its owner or keeper but is accompanied by its owner or keeper and is under the physical control of such owner or keeper by means of a leash or other similar restraining device.

Wild or feral animal shall mean any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or domestic animals and having known tendencies as a species to do so.

Sec. 5-2. Differential county and commercial pet breeder licenses; license fees; rabies vaccination tags.

(a) It shall be unlawful for the owner of any pet to fail to ~~provide~~ obtain for any pet over four (4) months of age, ~~with~~ a current county pet license ~~tag~~. The owner of any pet over four (4) months of age must also have a current rabies vaccination tag showing that such pet has been vaccinated by a licensed veterinarian. No license will be issued unless proof of inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have thirty (30) business days in which to obtain the license.

(b) ~~The county license fee for fertile pets shall be twenty dollars (\$20.00) per year. The annual license fees for fertile and sterilized pets shall be established and approved by the county council. The county license fee for sterilized pets shall be four dollars (\$4.00) per year.~~ Licenses will expire one (1) year after the date of issue, and owners will have until the end of the month of original issue to renew the licenses.

(c) The Animal Care Department shall annually provide a sufficient number of durable tags suitable for pets, numbered from one (1) upwards, on which shall be stamped the year and the words "pet license." Such tags must be worn by all pets in the county at all times. ~~Any pet owner who has their animal tattooed may register the tattoo number with the Animal Care Department in addition to obtaining a tag.~~

(d) It shall be unlawful for a commercial pet breeder to fail to obtain a county commercial pet breeder license. The requirements for such a license are as follows:

(1) Individuals engaged or intending to engage in breeding as a business, occupation, or profession must obtain a commercial pet breeder license from the Animal Care Department. Additionally, such breeders must obtain a separate business license through the County's Business Service Center.

(2) ~~First-time a~~ Applicants must have all pets that have reached the age of four (4) months; currently licensed with a ~~C~~ county pet license; before applying for the commercial pet breeder license.

(3) The Animal Care Department, through its Animal Care Officers, shall conduct an inspection of the property for the license requested by the applicant to determine whether the applicant qualifies to hold a license pursuant to this section.

(4) During an inspection, an Animal Care Officer will be looking for the following:

a) The enclosure where the pets are being kept should be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year;:

b) The location of all pet enclosures should be in such a position so that ~~it~~ they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud and debris;:

c) Every pet on the premises should have constant access to a clean and fresh water supply. All pets must also have an adequate amount of appropriate food to maintain each pet's normal condition of health;:

d) The premises must be set up in such a manner as to not allow pets to stray beyond ~~its~~ their enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises;:

e) Every pet that has reached the age of four (4) months on the premises must have a valid pet license on file with Richland County.

(5) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five (5) years of the date of application.

(6) License registration application should be made prior to any litter being delivered. ~~Failure to timely register under this ordinance may result in additional penalties.~~

(7) A commercial pet breeder license is not transferrable to another person or location.

(8) ~~The inspection fee for a county commercial pet breeder license shall be one hundred (\$100.00) dollars annually. The annual inspection fee for a county commercial pet breeder license shall be established and approved by county council.~~ The license shall expire one (1) year after the date of issue.

(9) Any violations found under the provisions of this Chapter shall be grounds for the suspension of the commercial pet breeder license, if deemed necessary by the Animal Care Department. Re-instatement of such license shall be determined on a case by case basis. ~~—i.~~ The commercial pet breeder license of any licensee whose license has been suspended shall remain inactive and all breeding shall cease until the license has been reinstated or a new license is issued.

(10) In addition to the inspection fee for the commercial pet breeder license, a pet breeder is required to adhere to the licensing requirements of the county pet license as set forth in subsections (a) and (b) of this section; ~~so that there is a requirement of one (1) commercial pet breeder license per breeder in addition to one (1) county pet license per pet that has reached a minimum age of four (4) months and is still in their~~ the commercial pet breeder's custody.

Sec. 5-3. Exemptions from differential licensing fees.

(a) The following classifications of owners of pets shall be exempt from paying the higher license fee for fertile pets. These exempt persons shall be required to purchase a license for their pet ~~but and will pay only a fee of four dollars (\$4.00) for each license~~ the same license fee as required for sterilized pets and will not be required to have the pet spayed/neutered:

(1) Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery;

(2) Any owner of one or more purebred pets who can furnish proof of participation in a nationally recognized conformation or performance events within the past twelve months; ~~;~~

(3) Any owner of a dog that is currently being used for hunting purposes and has properly been registered with a nationally recognized organization which sanctions hunting tests and/or field trials. Such registration must be accompanied by proper documentation that will be required to receive this exemption.

(b) Any owner of a dog which is trained to be an assistance/service dog for its owner shall be required to obtain an annual license but shall not be required to pay any license fee.

(c) The county Animal Care Department shall maintain the name and address of each party to whom a license and tag have been issued under the provisions of this ~~section~~ chapter and shall keep the same on file in the offices of the department for the purpose of identification.

~~Sec. 5-4. Dangerous or vicious animals.~~

~~—(a)—No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his premises. A dangerous animal is unconfined as the term is used in this section if the animal is not securely confined indoors or confined in a securely enclosed and locked pen or "run" area upon the person's premises. The pen or run area also must have either: 1) sides six (6) feet high, or 2) a secure top. If the pen or structure has no bottom secured to the sides, the sides must be imbedded into the ground at a depth of no less than one (1)~~

~~foot. However, the provisions of this section shall not apply to any animal that is owned by a licensed security company and is on patrol in a confined area.~~

~~(b) For the purposes of this section a dangerous or vicious animal shall be defined to be any one of the following:~~

~~—(1) Any animal with a propensity, tendency or disposition to attack, to cause injury to, or to otherwise endanger the safety of human beings or other domestic animals; or~~

~~—(2) Any animal which attacks a human being or other domestic animal one or more times without provocation whether or not such attack occurs on the premises of the animal's owner; or~~

~~—(3) An animal owned or harbored primarily or in part for the purpose of animal fighting or an animal trained for animal fighting.~~

~~(c) Any animal that has been determined to be a dangerous or vicious animal may be impounded by the Animal Care Department. Such animals shall not be euthanized unless the owner has surrendered the animal to the animal care facility and has completed and signed a surrender form or until a hearing is held before an appropriate magistrate and the magistrate has determined that the animal should be euthanized. However, if the magistrate has determined that the owner may redeem the animal, the Animal Care Department shall release the animal upon receipt of all redemption fees as described in Section 5-14, below. If the owner does not pay the redemption fees within five (5) days of the magistrate's order, the animal shall become the property of the Animal Care Department and may be euthanized.~~

Sec. 5-4. Community Cat Diversion Program

(a) Purpose. It is the intent of this section to create a Community Cat Diversion Program (“Program”) within Richland County in order to reduce cat overpopulation in an effective and humane way by using the Trap, Neuter, and Return (TNR) method.

(b) Scope. This section shall apply only to healthy free roaming and Community Cats. Well socialized, friendly, or abandoned house pets do not qualify for the Program as they depend on humans for survival. The Superintendent of Animal Services, or his/her designee, shall make the decision as to whether a cat qualifies for the Program.

(c) Procedures.

(1) Any Community Cat either trapped or seized by an animal care officer or turned into the animal care facility by a citizen shall be:

- i. Assessed by a veterinarian to determine the condition of health;
- ii. Spayed or neutered, as needed;
- iii. Vaccinated for rabies, feline viral rhinotracheitis, calicivirus, and panleukopenia;
and;
- iv. Ear-tipped for identification.

(2) All cats entering the animal care facility shall be immediately assessed for Program qualification; those unqualified shall be processed in accordance with this chapter.

(3) Any Community Cat entering the Program shall be returned on the third day after spay/neutering or as soon as practicable thereafter to the area where it was trapped or seized. Any Community Cat which meets all the requirements in section (c)(1), above, that is trapped, seized, or brought to the animal care facility may be immediately returned to the same community.

(4) The county shall have no liability for cats in the Program.

(5) Community Cats are exempt from licensing and related fees.

Sec. 5-5. Running at large – restraint.

(a) All **domestic** animals must be kept under restraint or confinement. Any **domestic** animal not so restrained or confined will be deemed unlawfully running at large in the unincorporated area of the county. Provided, however, this subsection shall not apply to domestic cats that have been spayed or neutered or those cats in the Community Cat Diversion Program.

(b) Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large."

(c) In the interest of public safety, if an Animal Care Officer witnesses an animal not under restraint, the officer may exercise the authority to pursue the animal(s) onto private property and/or into an enclosed fenced yard. This authority may only be exercised if it has been determined by the officer that the animal is clearly able to enter and exit from the premises unrestrained and presents an immediate threat of bodily harm to public safety such as, but not limited to: aggressively charging, attempting to bite, or displaying obvious unprovoked acts of aggression. Such pursuit shall end at such time as the animal is no longer at large and/or is under restraint. If an immediate threat to public safety is absent, then a search warrant must be executed in order to enter an enclosed fenced yard.

Sec. 5-6. Removal of excrement.

The owner of every **pet animal** shall be responsible for the removal of any excretions deposited by his or her **pet animal** on public walks and ways, recreation areas, or private property other than that of the owner.

Sec. 5-7. Injured or diseased **pets animals.**

Anyone striking a **pet domestic animal** with a motor vehicle or bicycle shall notify the county Animal Care Department who will then take action necessary to make proper disposition of the **pet animal**. Any **domestic animal pet** received by the animal care facility in critical condition from wounds, injuries, or disease may receive sustaining treatment by a licensed veterinarian until such

time as the owner of the animal pet is contacted. Every effort possible shall be made to contact the owner or veterinarian of the animal pet via information obtained from its tag or microchip. Any such animal pet in critical condition, as described in this section, may be humanely destroyed if the owner or veterinarian of the animal cannot be contacted within two (2) hours. If the pet animal is in severe pain it may be destroyed immediately with agreement from a licensed veterinarian.

Sec. 5-8. Nuisance animals.

~~(a) The actions of an animal constitute a nuisance when an animal disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.~~

(~~ba~~) It shall be unlawful for any person to own, keep, possess, or maintain an animal in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any animal are hereby declared to be a public nuisance and are, therefore, unlawful:

(1) Failure to exercise sufficient restraint necessary to control an animal as required by Section 5-5-~~3~~;

(2) Allowing or permitting an animal to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables-~~3~~;

(3) Failure to maintain a dangerous animal in a manner other than that which is described as lawful in Section 5-416(c)-~~3~~;

(4) Maintaining animals in an environment of unsanitary conditions which results in offensive odors or is dangerous to the animal or to the public health, welfare or safety-~~3~~;

(5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the animals on the property-~~3~~;

(6) Allowing or permitting an animal to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises-~~3~~;

(7) Maintaining an animal that is diseased and dangerous to the public health-~~3~~;

(8) Maintaining an animal that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.

(~~eb~~) An animal that has been determined to be a habitual nuisance by the Animal Care Department may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.

(~~dc~~) Every female animal in heat shall be kept confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other animals.

Sec. 5-9. Animal care, generally.

(a) It shall be unlawful for an owner to fail to provide his or her animal(s) with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and humane care and treatment.

(b) It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.

(c) It shall be unlawful for a person to dye or color artificially any animal or fowl, including but not limited to rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the Ccounty.

(d) It shall be unlawful for any owner to abandon an animal in the unincorporated area of the county.

Sec. 5-10. Sale of pets animals.

(a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live pet animal, on any roadside, public right- of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair or carnival. Licensed pet shops, commercial kennels, municipal and/or county animal care facilities, and licensed pet rescue organizations are exempt from the requirements of this subsection (a).

(b) No person shall offer an pet animal as an inducement to purchase a product, commodity or service.

(c) No person shall sell, offer for sale or give away any pet under eight (8) weeks of age, except as surrender to a municipal and/or county animal care facility or to a licensed pet rescue organization.

~~(d) Licensed pet shops, commercial kennels, municipal and/or county animal care facilities, and licensed pet rescue organizations are exempt from the requirements of this section.~~

Sec. 5-11. Care of animals during transport.

During transportation, an animal must be provided adequate space and ventilation, and must not be confined in one area for more than ~~thirty-six~~ twenty-four (24) consecutive hours without being adequately exercised, rested, fed, and watered.

Sec. 5-12. Seizure and right of entry to protect abandoned, neglected, or cruelly treated animals.

(a) If the owner does not give permission, the Animal Care Officer may obtain a search warrant to enter any premises upon which it is suspected a violation of this chapter exists. Once upon the premises, the officer may examine such animal and may take immediate custody of the animal when, in his or her opinion, it requires removal from the premises for the immediate protection of the animal or the public, and shall issue a uniform ordinance summons to the owner. If an Animal Care Officer witnesses an animal in distress and in need of immediate medical attention, the officer may exercise the authority to enter onto private property (yard only) and/or into an enclosed fenced yard to seize the animal. If the animal is not in need of immediate medical care, then a search warrant must be executed in order to enter onto private property (yard only) and/or into an enclosed fenced yard. The Animal Care Officer shall thereafter petition the appropriate magistrate for a hearing, which shall be a civil proceeding. The hearing shall be set not more than ten (10) business days from the date of the seizure of the animal to determine whether the owner, if known, is able to adequately provide for the animal and is a fit person to own the animal until final disposition of the uniform ordinance summons (criminal proceeding). The Animal Care Officer shall cause to be served upon the owner, if known and residing within the jurisdiction wherein the animal is found, written notice at least five (5) business days prior to the hearing of the time and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the animal was found, the Animal Care Officer shall post a copy of the notice at the property where the animal was seized. The pet or animal shall remain in the custody and care of the Animal Care Department until such matter is heard conclusion of the civil hearing before the magistrate. During or after the final uniform ordinance summons proceeding. The magistrate shall make the final determination as to whether the animal is returned to the owner or whether title is transferred to the Animal Care Department whereby the animal may be put up for adoption or humanely destroyed. The court, in either proceeding, in determining whether the owner is able to adequately provide for the animal or is a fit person to own the animal, may take into consideration, among other things, the owner's past record of convictions under this chapter, or one similar thereto, and the owner's mental and physical condition.

If the magistrate, after conclusion of either the civil or criminal proceeding, orders the return of the animal to its owner, the animal care facility shall release the animal upon receipt from the owner of all redemption fees as described in Section 5-14, below. If the owner does not pay the redemption fees within five (5) business days of the magistrate's order of final disposition of the animal after conclusion of the criminal proceeding, the animal shall become the property of the Animal Care Department, shall not be released to the owner, and may be placed for adoption or euthanized.

(b) Nothing in this section shall be construed to prohibit the euthanization of a critically injured or ill animal for humane purposes at any time after the initial seizure of the animal.

Sec. 5-13. Impounding; surrender.

(a) Any animal found within the unincorporated area of the county in violation of the provisions of this chapter may be caught and impounded by county authorities. If an animal cannot be caught in a safe, efficient manner, animal care personnel may tranquilize the animal by use of a tranquilizer

gun. The Animal Care Department may, thereafter, make available for adoption or humanely destroy impounded animals which are not positively identifiable and not redeemed within five (5) business days. Except as provided in subsection (f), below, Aanimals impounded at the animal care facility, which are deemed by the Superintendent of Animal Services, or his/her designee, in agreement with a licensed veterinarian, to constitute a danger to other animals or persons at the facility, or which are infectious to other animals, in pain or near death, may be humanely destroyed immediately.

(b) When a person arrested is, at the time of the arrest, in charge of an animal, the county Animal Care Department may take charge of the animal and deposit the animal in a safe place of custody or impound the animal at its animal care facility.

(c) The county may transfer title of all animals held at its animal care facility after the legal detention period has expired and its owner has not claimed the animal.

(d) A positively identifiable animal is one which bears or wears a legible and traceable current permanent number, county license tag or rabies vaccination tag pursuant to Section 5-2; or traceable number, tattoo or microchip pursuant to S.C. Code § 47-3-510 (Supp.1999).

The owner of a positively identifiable impounded animal shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has fourteen (14) business days from the date of mailing to ~~contact~~ redeem the animal from the animal care facility ~~for pick-up~~. Redemption costs will include the cost of mailing; plus any established costs, fines, fees or other charges. If the owner does not ~~make contact~~ redeem the animal within fourteen (14) business days of the date of the mailing, the animal will be deemed abandoned and becomes the property of the animal care facility. For animals impounded at the animal care facility, the Superintendent of Animal Services, or his/her designee in agreement with a licensed veterinarian, shall either place the animal for adoption or have the animal humanely destroyed, pursuant to S. C. Code § 47-3-540 (Supp. 1999).

Notwithstanding the above and except as provided in subsection (f), below, positively identifiable animals impounded at the animal care facility, which are deemed by the Superintendent of Animal Services, or his/her designee, in agreement with a licensed veterinarian to constitute a danger to other animals or persons at the facility, or which are infectious to other animals, in pain or near death, may be humanely destroyed at any time.

(e) Any animal found "at large" may be impounded by the Animal Care Officer and may not be redeemed by its owner unless such redemption is authorized by the county Animal Care Department, with assurance from the owner that proper care and custody will be maintained.

(f) Any animal that has been determined by the Animal Care Department to be a dangerous or vicious animal, and is not properly confined as described in Section 5-16(c), below, or is otherwise in violation of this chapter, may be impounded by the Animal Care Department. Such animals shall not be euthanized unless the owner has surrendered the animal to the animal care facility and has

completed and signed a surrender form or until a final uniform ordinance summons proceeding (criminal proceeding) is held before an appropriate magistrate and the magistrate has determined that the animal should be euthanized.

If the owner does not give permission, the Animal Care Officer may obtain a search warrant to enter any premises upon which it is suspected a violation of this chapter exists. Once upon the premises, the officer may examine such animal and may take immediate custody of the animal when, in his or her opinion, it requires removal from the premises for the immediate protection of the animal or the public, and shall issue a uniform ordinance summons to the owner. The Animal Care Officer shall thereafter petition the appropriate magistrate for a hearing, which shall be a civil proceeding. The hearing shall be set not more than ten (10) business days from the date of the seizure of the animal to determine whether the owner, if known, is able to adequately provide for the animal, adequately confine the animal as defined in Section 5-16 (c), and is a fit person to own the animal until final disposition of the uniform ordinance summons (criminal proceeding). The Animal Care Officer shall cause to be served upon the owner, if known and residing within the jurisdiction wherein the animal is found, written notice at least five (5) business days prior to the hearing of the time and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the animal was found, the Animal Care Officer shall post a copy of the notice at the property where the animal was seized. The pet or animal shall remain in the custody and care of the Animal Care Department until conclusion of the civil hearing before the magistrate. During or after the final uniform ordinance summons proceeding, the magistrate shall make the final determination as to whether the animal is returned to the owner or whether title is transferred to the Animal Care Department whereby the animal may be put up for adoption or humanely destroyed. The court, in either proceeding, in determining whether the owner is able to adequately provide for the animal, adequately confine the animal as defined in Section 5-16 (c), or is a fit person to own the animal, may take into consideration, among other things, the owner's past record of convictions under this chapter, or one similar thereto, and the owner's mental and physical condition.

If the magistrate, after conclusion of either the civil or criminal proceeding, orders the return of the animal to its owner, the animal care facility shall release the animal upon receipt from the owner of all redemption fees as described in Section 5-14, below. If the owner does not pay the redemption fees within five (5) business days of the magistrate's order of final disposition of the animal after conclusion of the criminal proceeding, the animal shall become the property of the Animal Care Department, shall not be released to the owner, and may be placed for adoption or euthanized.

Nothing in this subsection (f) shall be construed to prohibit the euthanization of a critically injured or ill animal for humane purposes at any time after impoundment of the animal.

(fg) Any animal surrendered to the ~~Animal Care Department~~ or animal care facility may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the animal concerned.

(gh) It shall be unlawful for any person to furnish false information on the animal surrender form.

Sec. 5-14. Redemption.

(a) The owner or keeper of any ~~pet~~ animal that has been impounded under the provisions of this chapter, and which has not been ~~found~~ determined by the Animal Care Department to be dangerous or vicious, shall have the right to redeem such pet at any time within the legal detention period outlined in Section 5-13 upon payment of ~~a fee as follows: all fees established and required by the Animal Care Facility. No pet will be released without proof of inoculation and without an implanted microchip.~~

~~(1) For a pet that has been properly inoculated, licenced, microchipped, and neutered or spayed, the fee shall be \$10.00.~~

~~(2b) For other pets the fee shall be \$10.00 plus the appropriate license fee, the charge for rabies inoculation, the cost of microchipping the pet, and the cost of spaying or neutering the pet. No fertile pet shall be redeemed or adopted unless one of the criteria exceptions under the exceptions provisions in subSections 5-3(a)(1)–(3) has been met. No pet will be released without proof of inoculation and without an implanted microchip. The requirements that a pet must be of spayed or neutered before being redeemed shall not be waived under pursuant to the exceptions in subSections 5-3 (a)(1)–(3) when if the animal has been impounded a second time more than once for any violations of this chapter. In such instances, the pet shall be spayed or neutered by the animal care facility and the costs of such shall be added to all other required redemption fees.~~

~~(b) In addition to the redemption fee, an impound fee of \$20.00 and a board fee of \$6.00 per day per pet shall be paid by the owner or keeper when a pet is redeemed.~~

(ec) The fees set out in this section shall be doubled for any pet impounded twice or more within the same 12-month period.

Sec. 5-15. Adoption.

(a) Any animal impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained herein.

(b) Any pet surrendered to the Animal Care Department or animal care facility may be adopted at any time provided there is a completed and signed surrender form on file for the animal concerned.

(c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures accomplished. In the event the animal is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

Sec. 5-16. Prohibited; exceptions.

(a) Except as provided in subsection 5-16 (d), it shall be unlawful for any person to sell, own, keep, harbor, or act as custodian of a:

- ~~(1)~~ a1. Nondomestic member of the family felidae;
- ~~B~~2. Wolf-dog hybrid containing any percentage of wolf;
- ~~e~~3. Badger, wolverine, weasel, skunk and mink;
- ~~d~~4. Raccoon;
- ~~e~~5. Bear;
- ~~f~~6. Nonhuman primate to include ape, monkey, baboon, macaque, lemur; marmoset, tamarin and other species of the order primates;
- ~~g.~~ ~~Marmoset, tamarin and other species of the order primates;~~
- ~~h~~7. Bat;
- ~~i~~8. Alligator, crocodile and caiman;
- ~~j~~9. Scorpion;
- ~~k~~10. Constricting snake of the following species: reticulated python, python reticulatus; Burmese/Indian rock python, python molurus; rock python, python sebae, and anaconda, eunectes murinus;
- ~~l~~11. Venomous reptile; ~~or~~
- 12. Any snake or other animal where the animal's behavior, size, temperament, breed, or capacity for inflicting serious injury is or may be detrimental to the safety and welfare of citizens in the immediate surrounding area;
- ~~m~~13. Any Lizard over two feet which ~~are is a~~ members of the family varanidae.;
- 14. Any non-domesticated member of the order Carnivora;
- 15. Any wild or feral animal; or
- 16. Any animal of mixed domestication and feral lineage.

~~(b) It shall be unlawful for any person to own, keep, harbor, act as custodian of, expose to public view or contact, exhibit either gratuitously or for a fee, any wild or feral animals identified in this subsection, or any animal of mixed domestication and feral lineage within the unincorporated areas of the county on public or private property, except as provided in subsection 5-16(d). It shall be~~

lawful for any person to own, keep, harbor, act as custodian of any snake not listed in subsection 5-16(a); provided, however, it shall be unlawful to expose such snake to public view or contact, or exhibit either gratuitously or for a fee, within the unincorporated areas of the county on public or private property, except as provided in subsection 5-16(d).

~~(1) Any Richland County resident, who prior to the effective date of this ordinance, had pre-existing ownership or possession of any animal prohibited under this section shall have 180 days to comply. This 180-day period shall begin concurrent with the effective date of this ordinance.~~

~~(c) Wild or feral animal means:~~

~~— (1) Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or domestic animals and having known tendencies as a species to do so;~~

~~— (2) Any non-domesticated member of the order Carnivora;~~

~~— (3) The following animals which shall be deemed to be wild or feral animals per se:~~

~~— a. All nondomestic members of the family felidae;~~

~~— b. Wolves, wolf-dog hybrids containing any percentage of wolf, coyotes and foxes;~~

~~— c. Badgers, wolverines, weasels, skunks and mink;~~

~~— d. Raccoons;~~

~~— e. Bears;~~

~~— f. Nonhuman primates to include apes, monkeys, baboons, macaques, lemurs, marmosets, tamarins and other species of the order primates;~~

~~— g. Bats;~~

~~— h. Alligators, crocodiles and caimans;~~

~~— i. Scorpion;~~

~~— j. Any snakes or venomous reptile; or~~

~~— k. Lizards over two feet which are members of the family varanidae;~~

(c) It shall be unlawful for a person owning or harboring or having the care or the custody of a dangerous or vicious animal to permit the animal to go unconfined. A dangerous or vicious animal is unconfined as the term is used in this section if the animal is not securely confined indoors or confined in a securely enclosed and locked pen or "run" area upon the person's premises. The pen or run area also must have either: 1) sides six (6) feet high, or 2) a secure top. If the pen or structure has no bottom secured to the sides, the sides must be imbedded into the ground at a depth of no less

than one (1) foot. However, the provisions of this subsection shall not apply to any animal that is owned by a licensed security company and is on patrol in a confined area.

(d) The prohibitions contained in subsections (a), ~~(b)~~ and ~~(eb)~~ above, shall not apply ~~to the keeping of wild or feral animals~~ in the following circumstances:

(1) The keeping of ~~wild or feral~~ such animals in a public zoo, bona fide education or medical institution, humane society, or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study;

(2) The keeping of ~~wild or feral~~ such animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show, properly licensed and permitted by state and local law;

(3) The keeping of ~~wild or feral~~ such animals in a bona fide, licensed veterinary hospital for treatment;

(4) The keeping of ~~wild or feral~~ such animals by a wildlife rescue organization with appropriate permits from any state or local regulatory body.

Sec. 5-17. Interference with animal care officers.

It shall be unlawful for any person to interfere with, hinder, or molest an Animal Care Officer in the performance of his or her duty or seek to release any pet animal in ~~his/her~~ the custody of an Animal Care Officer without ~~his/her~~ such officer's consent.

Sec. 5-18. Complainant's identification to remain confidential.

The identity, or information tending to reveal the identity, of any individual who in good faith makes a complaint or otherwise discloses information, which alleges a violation of this chapter, shall remain confidential ~~to the agency receiving the report~~ unless the complainant authorizes the release of his or her identity.

Sec. 5-19. Penalties.

(a) Any person who violates the provisions of this ~~C~~chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days, or both. Each day's continuing violation shall constitute a separate and distinct offense.

(b) The owner or person having charge or custody of an animal cruelly used who is convicted of any violation of this chapter forfeits ownership, charge, or custody of the animal and at the discretion of the court, the person who is charged with or convicted of a violation of this chapter must be ordered to pay costs incurred to care for the animal and related expenses.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2017.

Michelle Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate up to Eighty Seven Thousand Eight Hundred Sixty-Four Dollars (\$87,864) to increase funding to the Board of Voter Registration & Elections Department for the upcoming State House of Representatives District 70 Special Election for Richland County

First Reading: April 4, 2017

Second Reading: April 18, 2017

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. GF_3

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE UP TO EIGHTY SEVEN THOUSAND EIGHT HUNDRED SIXTY FOUR DOLLARS (\$87,864) TO INCREASE FUNDING TO THE BOARD OF VOTER REGISTRATION & ELECTIONS DEPARTMENT FOR THE UPCOMING STATE HOUSE OF REPRESENTATIVES DISTRICT 70 SPECIAL ELECTION FOR RICHLAND COUNTY.

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

SECTION I. Approval to cover all Elections and Voter Registration Department expenses related to the State House of Representatives District 70 Special Election for Richland and County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General). Therefore, the Fiscal Year 2016-2017 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2016 as amended:	\$ 155,099,206
Increase State Reimbursement funds:	\$ <u>0</u>
Total General Fund Sources as Amended	\$ 155,099,206

EXPENDITURES

Expenditures appropriated July 1, 2016 as amended:	\$ 155,099,206
Increase to Board of Voter Registration Department Budget:	\$ <u>87,864</u>
Total General Fund uses as Amended:	\$ 155,187,070

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2017.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE ____ DAY
OF _____, 2017

Michelle Onley
Deputy Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject:

- Board of Voter Registration & Elections Budget Amendment, to conduct the State House of Representatives District 70 Special Election for Richland County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General).

A. Purpose

- County Council is requested to approve a budget amendment in the amount of \$87,864.37 for the Board of Voter Registration & Elections Department for the purpose of funding the upcoming State House of Representatives District 70 Special Election for Richland County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General). This seat was left vacant, due to the sudden passing of Representative Joseph Neal.

B. Background / Discussion

- By law, the Board of Voter Registration & Elections Department is mandated to conduct all elections for Richland County.
- Upon the conclusion of the election, The Board of Voter Registration & Elections Department will invoice the South Carolina Election Commission, for the cost incurred. Within 30 days, the South Carolina Election Commission will issue payment as per the invoice issued.
- Based on the above listed information, The Board of Voter Registration & Elections Department has developed and would like approval of the following action plan:
- Provide funding for the State House of Representatives District 70 Special Election for Richland County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General).

C. Legislative / Chronological History

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

D. Financial Impact

- The Board of Voter Registration & Elections will need a total of \$87,864.37, to cover all expenses related to the State House of Representatives District 70 Special Election for Richland County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General).

Itemization of Cumulative Costs Associated with Requests

Item No.	Item Description	Cost
1	Estimate of Cost For May 2, 2017, <i>Primary</i> for the State House of Representatives District 70 Special Election for Richland County.	\$30,129.79
2	Estimate of Cost For May 16, 2017, <i>Runoff</i> for the State House of Representatives District 70 Special Election for Richland County.	\$27,604.79
3	Estimate of Cost For June 20, 2017 <i>General</i> , State House of Representatives District 70 Special Election for Richland County.	\$30,129.79
Total		\$87,864.37

E. Alternatives

- Approve the request to amend the budget in the amount of \$87,864.37 for the Board of Voter Registration & Elections Department for the purpose of being in compliance with State Law to carry out all elections held in Richland County; which includes the upcoming State House of Representatives District 70 Special Election for Richland County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General).
- Do not approve the request to amend the budget in the amount of \$87,864.37 for the Board of Voter Registration & Elections Department for the purpose of carrying out all elections held in Richland County; which includes the upcoming State House of Representatives District 70 Special Election for Richland County. Election dates include: May 2, 2017 (Primary), May 16, 2017 (Runoff) and June 20, 2017 (General).
- Richland County Board of Voter Registration & Elections offices would not efficiently serve the citizens and keep the interest and integrity in the voting process if funds are not provided and the department will not be in compliance with State Law.
- Approve a budget amendment in an amount that differs from the requested amount for one or more of the purposes identified in this Request of Action for the Board of Voter Registration & Elections.

F. Recommendation

It is recommended that County Council approve the budget amendment in the amount of \$87,864.37 for the purposes outlined above.

Cost Estimate for House District 70 Special Election

Primary May 2, 2017

Runoff May 16, 2017

General June 20, 2017

Number of Precincts: 10

Absentee: 1

Total: 11

Cost Components	Account Number	Account Name	Primary	Runoff	General
Administrative:					
Copies for Poll Managers	521300	Copy Machine	\$25.00	\$0.00	\$25.00
Office Supplies	521000	Ballots, Ballot Stock, Office Supplies	\$2,000.00		\$2,000.00
Postage (PW letters 60 @ .49)(Reply Cards 60 @.27)			\$50.00	\$0.00	\$50.00
Ballots:					
Absentee Application Postage (1,398 .47 @)			\$657.06	\$657.06	\$657.06
Absentee Ballot Postage (\$1.30 @ 1,398)			\$1,817.40	\$1,817.40	\$1,817.40
Absentee Ballots (includes 8% tax) .66 @)	521000	Ballots, Ballot Stock, Office Supplies	\$0.00	\$0.00	\$0.00
Ballot on Demand and Test (includes 8% tax x .35 x 1,403)	521000	Ballots, Ballot Stock, Office Supplies	\$530.33	\$530.33	\$530.33
Ballot Stock paper (includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies			
Emergency/ FailSafe ballots 1035 @ .38 (includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies	\$450.00	\$0.00	\$450.00
Personnel Costs:					
Overtime for County Staff	511200	Overtime	\$2,000.00	\$2,000.00	\$2,000.00
Overtime for Payroll Staff					
Part-time Staff	511300	RC Part Time Wages	\$8,500.00	\$8,500.00	\$8,500.00
FICA @ 7.65%	512200	FICA Employer's Share	\$1,000.00	\$1,000.00	\$1,000.00
Retirement @11.56%	513100	SC Regular Retirement	\$1,200.00	\$1,200.00	\$1,200.00
** Absentee/Failsafe 15 days @ \$60 per day	511800	Temp Employment Agency			
** Office Staff (Pre Election) for Absentee/VR/Elections	511800	Temp Employment Agency			
**Office Staff (Election Day/Night) Equipment loaders/ Unloaders,Call Center, Absentee Counters	511800	Temp Employment Agency	\$2,700.00	\$2,700.00	\$2,700.00
** Poll Clerks 10 @ \$180 per election	511800	Temp Employment Agency	\$1,800.00	\$1,800.00	\$1,800.00
** Poll Managers 50 @ \$120 per election	511800	Temp Employment Agency	\$6,000.00	\$6,000.00	\$6,000.00
** Polling Location Technicians @ \$350 at polling locations	511800	Temp Employment Agency	\$1,400.00	\$1,400.00	\$1,400.00
**Poll Worker Retirement 11.56%	513100	SC Regular Retirement			
Precincts:					
Rent 0 facilities @	526300	Rent	\$0.00	\$0.00	\$0.00

Cost Estimate for House District 70 Special Election
Primary May 2, 2017
Runoff May 16, 2017
General June 20, 2017

Total:

\$30,129.79 \$27,604.79 \$30,129.79

****Election Day Workers (DATE)**

Poll Clerks	10
Poll Managers	48
Office Staff (Equipment loaders, unloaders, phone, ABS Counter)	15
Polling Location Technicians at polling locations	4
Election Day Total Workers:	77

Relevant SC State Code of Laws

SECTION 7-13-340. Printing and distribution of ballots.

All ballots cast in general elections for national, State, county, municipal, district and circuit officers in the towns, counties, districts, circuits, cities and other political divisions shall be printed and distributed at public expense. The printing and distribution of all ballots, other than the county, State Senator, member of the House of Representatives, local or circuit ballots herein designated, the ballots for elections in cities and towns and the ballots for election on bonds or other local measures, shall be arranged and handled by the State Election Commission and shall be paid for by the State. The State Election Commission shall have all necessary ballots for elections for presidential electors, State officers, United States Senators and members of Congress printed, and shall deliver such ballots to the various county board of voter registration and elections at least ten days prior to the date of the election and the county board of voter registration and elections shall place such ballots in ballot boxes for distribution to the election managers of the various precincts.

The printing and distribution of ballots in all State Senate, member of the House of Representatives, county, local and circuit elections shall be arranged and handled by the board of voter registration and elections members of the several counties and shall be paid for by the respective counties, and the board members shall place such ballots in ballot boxes for distribution to the election managers of the various precincts. The printing and distribution of ballots in all municipal elections shall be arranged and handled by the municipal authorities conducting such elections and shall be paid for by the municipalities.

The terms "municipal" and "municipalities" as used in this section shall be construed to include school districts, public service districts and like political subdivisions.

HISTORY: 1962 Code Section 23-400.14; 1952 Code Section 23-311; 1950 (46) 2059; 1966 (54) 2340; 1968 (55) 2316; 1974 (58) 2124.

Code Commissioner's Note

Pursuant to the directive in 2014 Act No. 196, Section 8, at the direction of the Code Commissioner, references in this section to county election commissions or commissioners or county boards of voter registration were changed to the "Board of Voter Registration and Elections" and board members as appropriate.

SECTION 7-23-10. Expenses of general election officers.

Each commissioner or board member of state and county general elections shall receive as expenses an amount as appropriated in the annual state general appropriations act, payable quarterly, and is entitled to election-day mileage as provided by law for state employees. Managers and clerks of general elections shall receive a per diem as is provided in the annual state general appropriations act.

HISTORY: 1962 Code Section 23-601; 1952 Code Section 23-601; 1942 Code Section 2316; 1932 Code Section 2316; Civ. C. '22 Section 250; Civ. C. '12 Section 248; Civ. C. '02 Section 222; G. S. 126, 152; R. S. 180; 1882 (17) 1100; 1883 (18) 260; 1966 (54) 2243; 1984 Act No. 288, eff March 5, 1984; 1990 Act No. 352, Section 1, eff March 19, 1990.

Code Commissioner's Note

Pursuant to the directive in 2014 Act No. 196, Section 8, at the direction of the Code Commissioner, references in this section to county election commissions or commissioners or county boards of voter registration were changed to the "Board of Voter Registration and Elections" and board members as appropriate.

Effect of Amendment

The 1984 amendment changed the provisions so that managers and clerks of general elections are to receive per diem as provided in the annual state general appropriations act, rather than a specified rate of \$10.00.

The 1990 amendment provided that commissioners receive as expenses an amount as appropriated annually by the General Assembly instead of two hundred dollars a year, and clarified the entitlement to mileage for a manager and clerk, limiting it to election-day mileage.

SECTION 7-23-20. Payment for notices of election.

Notices of election published in any public gazette or county newspaper by authority of the proper board of voter registration and elections, as required by law, shall be paid for at the rates prescribed by law for legal notices.

HISTORY: 1962 Code Section 23-603; 1952 Code Section 23-603; 1942 Code Section 2316; 1932 Code Section 2316; Civ. C. '22 Section 250; Civ. C. '12 Section 248; Civ. C. '02 Section 222; G. S. 126, 152; R. S. 180; 1882 (17) 1100; 1883 (18) 260.

Code Commissioner's Note

Pursuant to the directive in 2014 Act No. 196, Section 8, at the direction of the Code Commissioner, references in this section to county election commissions or commissioners or county boards of voter registration were changed to the "Board of Voter Registration and Elections" and board members as appropriate.

SECTION 7-23-30. Repealed by 1982 Act No. 325 Section 2, eff April 9, 1982.

Editor's Note

Former Section 7-23-30 was entitled "Method of paying expenses" and was derived from 1962 Code Section 23-604; 1952 Code Section 23-604; 1942 Code Section 2316; 1932 Code Section 2316; Civ. C. '22 Section 250; Civ. C. '12 Section 248; Civ. C. '02 Section 222; G. S. 126, 152;

R. S. 180; 1882 (17) 1100; 1883 (18) 260.

SECTION 7-23-40. Expenses payable by counties.

The governing bodies of the several counties shall audit and pay all accounts for necessary expenses incurred by the members of the board of voter registration and elections and managers of election for stationery, the making of election boxes, rents and similar expenses in elections held in this State.

HISTORY: 1962 Code Section 23-605; 1952 Code Section 23-605; 1942 Code Section 2316; 1932 Code Section 2316; Civ. C. '22 Section 250; Civ. C. '12 Section 248; Civ. C. '02 Section 222; G. S. 126, 152; R. S. 180; 1882 (17) 1100; 1883 (18) 260.

Code Commissioner's Note

Pursuant to the directive in 2014 Act No. 196, Section 8, at the direction of the Code Commissioner, references in this section to county election commissions or commissioners or county boards of voter registration were changed to the "Board of Voter Registration and Elections" and board members as appropriate.

Richland County Council Request of Action

Subject:

An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and (Project Feng) (the "Company"); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto

First Reading: April 4, 2017

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND (PROJECT FENG) (THE “COMPANY”); THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCE AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND THE COMPANY; THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE INTENT OF THIS ORDINANCE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, RICHLAND COUNTY, SOUTH CAROLINA (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “FILOT Act”), Title 4, Chapter 1 (the “Multi-County Park Act”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to issue special source revenue bonds, or in the alternative, to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate used in the manufacturing or industrial enterprise (collectively, “Infrastructure”); through all such powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce certain investment in the County, the County identified a company or companies known to the County at the time as Project Feng and now known as _____ (collectively, the “Company”), with respect to the Company’s acquisition, construction, and installation of land, buildings (excluding the Existing Building as that term is defined below), improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property, to constitute a manufacturing facility in the County (the “Project”), at an existing building currently located at the proposed Project site (the “Existing Building”), as more particularly identified in Exhibit A, and committed to negotiating a fee in lieu of taxes and other incentive arrangements with the Company; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, the County and Fairfield County have established a joint county industrial and business park (the “Park”) by entering into a Master Agreement Governing the I-77 Corridor

Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended (the “Park Agreement”), in which the property associated with the Project is or will become located, and the County desires to cause the parcel(s) upon which the Existing Building and the Project are located to be or continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act and Multi-County Park Act as provided herein; and

WHEREAS, the County hereby desires to enter into: (a) a Fee in Lieu of Tax Agreement with the Company (the “FILOT Agreement”), whereby the County would provide therein for a payment of fee in lieu of taxes by the Company to the County with respect to the Project; and (b) an Infrastructure Finance Agreement with the Company (the “Infrastructure Agreement”, and together with the FILOT Agreement, the “Agreements”) whereby the County would provide therein for certain infrastructure credits in respect of qualifying Infrastructure with respect to the Project to be claimed by the Company against their payments in lieu of taxes with respect to the Project, and with respect to the Existing Building and any other property acquired by the Company in connection therewith as shall not be eligible to be subject to the FILOT Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act;

WHEREAS, the forms of the FILOT Agreement and the Infrastructure Agreement, which the County proposes to execute and deliver, have been prepared and presented to County Council; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Based on the information supplied to it by the Company, it is hereby found, determined and declared by the County Council, as follows:

- (a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;
- (b) Reserved;
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;
- (e) The purposes to be accomplished by the Project, are proper governmental and public purposes; and

(f) The benefits of the Project are greater than the costs.

Section 2. The form, terms and provisions of the Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Agreements were set out in this Ordinance in their entirety. The Chair, or in his absence, the Vice Chair, are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreements in the name of and on behalf of the County, and the Clerk of County Council is hereby authorized and directed to attest the same, and thereupon to cause the Agreements to be delivered to the Company. The Agreements are to be in substantially the forms now before this meeting and hereby approved, with such changes not materially adverse to the County as shall be approved by the Chair (or Vice Chair in his absence), upon advice of counsel, the execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of Agreements now before this meeting.

Section 3. The Chair (or Vice Chair in his absence), the Clerk to County Council, and the County Administrator, are to take such actions and to execute such other documents as may be necessary to effectuate the purposes of this ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

Section 6. This ordinance is effective upon third reading.

[Signature Pages to Follow.]

This Ordinance is effective as of the ____ day of _____, 20__.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, Richland County Council

Attest:

By: _____
Clerk to Richland County Council

Economic Development Committee:
First Reading:
Second Reading and Public Hearing:
Third Reading:

March 28, 2017
April 4, 2017

Exhibit A
Description of Project Site

TMS No. R16305-02-07
TMS No. R16305-02-01

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned Clerk to County Council of Richland County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received approval, by the County Council at its meetings of _____, 20__, _____, 20__ and _____, 20__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Richland County

Dated: _____, 20__

FEE IN LIEU OF TAX AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA,

and

[PROJECT FENG]

Dated as of _____

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS.....2
SECTION 1.02 REFERENCES TO AGREEMENT.....4

ARTICLE II

REPRESENTATIONS AND COVENANTS

SECTION 2.01 REPRESENTATIONS AND COVENANTS OF THE COUNTY.5
SECTION 2.02 REPRESENTATIONS AND COVENANTS BY THE COMPANY.5

ARTICLE III

ACQUISITION OF PROJECT

SECTION 3.01 ACQUISITION OF PROJECT.8
SECTION 3.02 RECORDS AND REPORTS, NON-DISCLOSURE.8

ARTICLE IV

AGREEMENT TERM AND PAYMENT PROVISIONS

SECTION 4.01 TERM.....10
SECTION 4.02 ADDITIONAL PAYMENTS.10

ARTICLE V

**MODIFICATION OF PROJECT;
PAYMENTS IN LIEU OF TAXES**

SECTION 5.01 MODIFICATION OF PROJECT.11
SECTION 5.02 PAYMENTS IN LIEU OF TAXES.11

ARTICLE VI

CASUALTY; CONDEMNATION

SECTION 6.01 FILOT PAYMENTS IN THE EVENT OF DAMAGE AND DESTRUCTION OR
CONDEMNATION.....14

ARTICLE VII

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 7.01 RIGHTS TO INSPECT.....15
SECTION 7.02 LIMITATION OF COUNTY’S LIABILITY.....15
SECTION 7.03 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS.....15
SECTION 7.04 INDEMNIFICATION
SECTION 7.05 QUALIFICATION IN STATE.....16
SECTION 7.06 NO LIABILITY OF COUNTY’S PERSONNEL.....16
SECTION 7.07 OTHER TAX MATTERS.....16
SECTION 7.08 MULTI-COUNTY PARK.....16

ARTICLE VIII

**ASSIGNMENT OF THIS AGREEMENT;
SPONSORS AND SPONSOR AFFILIATES**

SECTION 8.01 ASSIGNMENT.....17
SECTION 8.02 SPONSORS AND SPONSOR AFFILIATES.....17

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.01 EVENTS OF DEFAULT.....18
SECTION 9.02 REMEDIES ON EVENT OF DEFAULT.....18
SECTION 9.03 COLLECTION OF FILOT PAYMENTS.....19

ARTICLE X

MISCELLANEOUS

SECTION 10.01 TERMINATION.....20
SECTION 10.02 RIGHTS AND REMEDIES CUMULATIVE.....20
SECTION 10.03 SUCCESSORS AND ASSIGNS.....20
SECTION 10.04 NOTICES; DEMANDS; REQUESTS.....20
SECTION 10.05 APPLICABLE LAW; ENTIRE UNDERSTANDING.....21
SECTION 10.06 SEVERABILITY.....21
SECTION 10.07 HEADINGS AND TABLE OF CONTENTS; REFERENCES.....22
SECTION 10.08 MULTIPLE COUNTERPARTS.....22
SECTION 10.09 AMENDMENTS.....22
SECTION 10.10 WAIVER.....22
SECTION 10.11 BUSINESS DAY.....22

EXHIBIT A – Description of Land
EXHIBIT B – Form of Non-Disclosure Statement

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (this “Agreement”) made and entered into as of _____ by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and [**PROJECT FENG**], a _____ duly organized and existing under the laws of the State of _____ (the “Company”).

WITNESSETH:

WHEREAS, Chapter 44 of Title 12 (the “FILOT Act”) and Chapter 1 of Title 4 (the “Multi-County Park Act”), Code of Laws of South Carolina 1976, as amended, empowers the several counties of the State of South Carolina to enter into agreements with industry whereby the industry would pay fees in lieu of *ad valorem* taxes with respect to qualified economic development property; through which powers the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State of South Carolina and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

WHEREAS, the Company desires to provide for the acquisition, construction and installation of land, improvements, fixtures, machinery, equipment, furnishings and/or other real and/or tangible personal property to constitute a manufacturing facility in the County (the “Project”); and

WHEREAS, the Company anticipates the Project will consist of an aggregate investment in Economic Development Property, as defined below, in the County of \$6,622,700 and the creation of 48 new, full-time jobs in connection therewith, all during the Investment Period, as defined below; and

WHEREAS, in accordance with the FILOT Act and the Multi-County Park Act, the County has agreed to execute and deliver this Agreement with the Company in order to provide for payments in lieu of tax with respect to the Project by the Company; and

WHEREAS, in connection with the above, the County and the Company agree that the requirements of Section 12-44-55(A) of the Act are hereby waived; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will include the Project (or ensure that the Project will remain included (if already included)) in a joint county industrial and business park established pursuant to written agreement with Fairfield County, South Carolina such that the Project will receive the benefits of the Multi-County Park Act;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“**Additional Payments**” shall have the meaning provided in **Section 4.02** hereof.

“**Agreement**” shall mean this agreement as originally executed and from time to time supplemented or amended as permitted herein.

“**Code**” shall mean the Code of Laws of South Carolina 1976, as amended.

“**Company**” shall mean [PROJECT FENG] a _____ and any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets permitted in **Section 7.03** hereof; or any other person or entity which may succeed to the rights and duties of the Company hereunder in accordance with all applicable provisions hereof.

“**County**” shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“**County Assessor**” shall mean the Richland County Assessor, or the holder of any successor position.

“**County Auditor**” shall mean the Richland County Auditor, or the holder of any successor position.

“**County Council**” shall mean the governing body of the County and its constituent members and their respective successors, or any successor body.

“**County Treasurer**” shall mean the Richland County Treasurer, or the holder of any successor position.

“**Default**” shall mean an event or condition, the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default as defined in **Section 9.01** hereof.

“**Department**” shall mean the South Carolina Department of Revenue, or any successor agency.

“**Economic Development Property**” shall have the meaning set forth in Section 12-44-30(6) of the FILOT Act.

“Equipment” shall mean all machinery, equipment, furnishings and other personal property which is installed or utilized by the Company on or in connection with the Land and intended to be included as a part of the Project.

“FILOT Act” shall mean Chapter 44 of Title 12 of the Code, and all future acts amendatory thereof.

“FILOT Payments” shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to **Section 5.02** hereof.

“Improvements” shall mean those buildings, structures and fixtures on the Land as are constructed, installed or acquired by the Company and intended to be included as a part of the Project, to the extent such buildings, structures, and fixtures qualify as Economic Development Property under the FILOT Act.

“Indemnified Party” shall have the meaning ascribed to it by **Section 7.04** of this Agreement.

“Independent Counsel” shall mean an attorney duly admitted to practice law in any state of the United States.

“Infrastructure Agreement” shall mean the Infrastructure Finance Agreement between the County and the Company dated as of the date hereof.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years from the last day of the property tax year during which the first Project Increment is placed into service, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean real property that the Company uses or will use in the County, initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon.

“Multi-County Park” shall mean the joint county industrial and business park established pursuant to the terms of the Multi-County Park Agreement, or to any joint county industrial and business park established pursuant to a successor park agreement.

“Multi-County Park Act” shall mean Chapter 1 of Title 4 of the Code, and all future acts amendatory thereof.

“Multi-County Park Agreement” shall mean the Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended.

“Person” shall mean and include any individual, association, limited liability company or partnership, trust, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

“Project” shall mean (i) the Improvements, (ii) the Equipment, (iii) the Replacement Property, (iv) any other personal property to the extent acquired hereafter and intended to be included as a part of the Project which becomes so attached, integrated or affixed to any item described in the foregoing clauses that it cannot be removed without impairing the operating utility of such item as originally designed or damaging such item, and (vi) to the extent not covered by the foregoing, anything qualifying as a Project under Section 12-44-30(16) of the Act.

“Project Increment Payment” shall be the payment described in **Section 5.02(b)** hereof.

“Project Increments” shall mean those increments of the Project which are completed and fit for their intended use as prescribed by Section 12-37-670 of the Code.

“Project Millage Rate” shall mean, for purposes of **Section 5.02(b)** hereof, the millage rate in effect for all taxing entities at the site of the Project as of June 30, 2016, which is understood by the parties hereto to be 528.2 mills.

“Replacement Property” shall mean all property installed on the Land or in the buildings, improvements and personal property theretofore constituting part of the Project to the extent that Section 12-44-60 of the FILOT Act permits such property to be included in the Project as replacement property.

“Sponsor” and **“Sponsor Affiliate”** shall mean an entity whose investment with respect to the Project will qualify for the negotiated FILOT Payments pursuant to **Sections 2.02(h)** and **8.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the FILOT Act if the statutory investment requirements are met. Initially, the Company is the only Sponsor, and there are no Sponsor Affiliates.

“State” shall mean the State of South Carolina.

“Taxable Facilities” shall mean the Land together with the existing building in the County on the Land.

“Term” shall mean the duration of this Agreement as set forth in **Section 4.01** hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Section 1.02 References to Agreement.

The words “hereof”, “herein”, “hereunder” and other words of similar import refer to this Agreement as a whole.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the County.

The County Council makes the following representations and covenants, on behalf of itself and on behalf of the County, as the basis for the undertakings of the County herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the FILOT Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. As represented by the Company, the Project constitutes and will constitute Economic Development Property and a “project” within the meaning of the FILOT Act. The County has been duly authorized to execute and deliver this Agreement, all for the purpose of promoting the industrial development, developing the trade, and utilizing and employing the manpower, agricultural products and natural resources of the State.

(b) To the best of its knowledge, the County is not in default under any of the provisions of the laws of the State whereby any such default would adversely affect the execution and delivery of this Agreement or adversely affect its validity or enforceability; to the best of its knowledge, the authorization, execution and delivery of this Agreement, and the performance by the County of its obligations hereunder will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs.

(c) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which involve a challenge or affect the County’s ability to execute this Agreement or perform its obligations hereunder.

(d) The representations with respect to the Project made by the Company have been instrumental in inducing the County to enter into this Agreement and the Infrastructure Agreement and offer the incentives included in each.

(e) The Land has been or will be placed in the Multi-County Park, and the County will cause the Project to continue to be located in the Multi-County Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Multi-County Park Act, and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended.

Section 2.02 Representations and Covenants by the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a _____, validly existing and in good standing, under the laws of the State of _____. The Company has power to enter into this Agreement, and by proper action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement constitutes a valid and binding commitment of the Company and the authorization, execution and delivery of this Agreement and the performance by the Company of its obligations hereunder will not conflict with or constitute a breach of, or a default under, (i) any existing law, court or administrative regulation, decree, or order, or (ii) any material agreement, mortgage, lease or other instrument, to which the Company is subject or by which it or its properties are bound which would have an adverse affect on Company's ability to perform its obligations hereunder. The Company has obtained, or will obtain or cause to be obtained in due course, all governmental and third party consents, licenses and permits deemed by Company to be necessary or desirable for the acquisition, construction and operation of the Project as contemplated hereby, and will maintain all such consents, permits and licenses in full force and effect.

(c) No event has occurred and no condition currently exists with respect to the Company which would constitute a Default or an "Event of Default" as defined herein.

(d) The Company intends to operate the Project as a manufacturing facility in the County and for such other purposes permitted under the Act as the Company may deem appropriate. The Project will constitute Economic Development Property and a "project" within the meaning of the FILOT Act.

(e) The execution and delivery of this Agreement by the County has been instrumental in inducing the Company to locate the Project in the County and in the State.

(f) To the best of the Company's knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which involve the possibility of any material and adverse effect upon the transactions contemplated by this Agreement or the Company's performance of its obligations hereunder or which would materially adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the Company is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby.

(g) The Company anticipates that it will invest, or cause to be invested, in the aggregate approximately \$6,622,700 in the Project and create, or cause to be created, in the aggregate approximately 48 new, full-time jobs in respect of the Project, all by the end of the Investment Period.

[End of Article II]

ACQUISITION OF PROJECT

Section 3.01 Acquisition of Project.

(a) The Company hereby agrees to acquire the Project by installing, constructing and purchasing the same during the Investment Period.

(b) The County acknowledges and agrees that the Company may include one or more Sponsor Affiliates, now existing or to be formed in the future, which control, are controlled by, or are under common control with, the Company, consistent with **Section 8.02** hereof.

(c) Each year during the term of the Agreement, the Company shall deliver to the County's Economic Development Director a copy of its most recent annual filings made with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(d) The Company shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 of the Department, to be filed with the County Auditor, the County Assessor, the County Treasurer and the Department, as well as with the Fairfield County Auditor and Assessor, within thirty (30) days after the date of execution and delivery hereof.

Section 3.02 Records and Reports, Non-Disclosure.

The Company agrees to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall:

- (a) permit ready identification of the various Project Increments and components thereof;
- (b) confirm the dates on which each Project Increment was placed in service; and
- (c) include copies of all filings made by the Company with the County Auditor or the Department with respect to property placed in service as part of the Project.

Notwithstanding any other provision of this Agreement, the Company may designate any filings or reports, or segments thereof, delivered to the County pursuant to the provisions of this Agreement that the Company believes contain proprietary, confidential or trade secret matters as confidential. Except as required by law or any court of competent jurisdiction, the County Council, the County, its officers and employees shall not knowingly disclose any such designated and clearly marked (as "confidential") confidential information, without the prior written authorization of the Company. In connection therewith, the County, at the reasonable request of the Company, shall cause its agents to sign a non-disclosure statement substantially in the form shown on Exhibit B attached hereto.

The County shall use its best efforts to notify the Company in the event of the County's receipt of any Freedom of Information Act request concerning the aforesaid confidential information

and, to the extent permitted by law, will not disclose such confidential information until such time as the Company has reviewed the request and taken any action authorized by law to prevent its disclosure. If the Company fails to act to prevent any disclosure of such confidential information under the South Carolina Freedom of Information Act within ten (10) days after Company's receipt of notice of such request, the County may provide such information as in its judgment is required to comply with such law and the County will have no liability to the Company in connection therewith.

[End of Article III]

AGREEMENT TERM AND PAYMENT PROVISIONS

Section 4.01 Term.

Subject to the terms and provisions herein contained, with respect to each Project Increment, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the twenty-ninth (29th) year following the first year in which each Project Increment is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the Term payment of all FILOT Payments under **Section 5.02** hereof relating to the operation of the Project during the Term or any Additional Payments have not been made, the Term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further, that such extension of the Term shall not increase the number of FILOT payments for which the Company qualifies under **Section 5.02** hereof.

Section 4.02 Additional Payments.

In addition to the Company's obligation under **Section 5.02** hereof to make FILOT Payments to the County and related amounts, the Company shall pay to the County, following receipt of such supporting documentation as may be necessary to evidence the County's right to receive payment, all other amounts, liabilities and obligations which the Company expressly assumes or agrees to pay under this Agreement (all such other amounts, liabilities and obligations hereinafter collectively called "Additional Payments"). In the event of any failure on the part of the Company to pay any Additional Payments, the County shall have all rights, powers and remedies provided for herein or by law or equity or otherwise.

The Company hereby expressly agrees to pay to the County as an Additional Payment the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement and the Infrastructure Agreement, including reasonable attorneys' and consultant's fees in an amount not to exceed \$[].

[End of Article IV]

MODIFICATION OF PROJECT; PAYMENTS IN LIEU OF TAXES

Section 5.01 Modification of Project.

The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may replace or renovate any portion of the Project and, in connection therewith, to the extent permitted by the FILOT Act, install Replacement Property in the Project subject to Section 12-44-60 of the FILOT Act. If the Company elects to install Replacement Property, then the calculation of FILOT payments on the Replacement Property shall be made in accordance with **Section 5.02(b)** below but using the original income tax basis of the Economic Development Property which the Replacement Property is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the portion of such Replacement Property allocable to the excess amount is subject to *ad valorem* taxation; provided however, that as long as any Replacement Property is placed in service during the Investment Period, the entire Replacement Property shall be subject to FILOT Payments.

(ii) Notwithstanding anything in this Agreement to the contrary, the Company shall be entitled in its discretion from time to time to delete or remove any portions of the Project, or to add any (non-Project) property as may be used in conjunction with the Project or otherwise. In any instance where the Company in its discretion determines that any items of Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for operations at the Project, the Company may remove such items of Equipment and sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without the consent of the County.

Notwithstanding anything herein to the contrary, and subject in all events to the terms and provisions of **Section 5.02** hereof, the FILOT Payments required under **Section 5.02** hereof shall, to the extent permitted by law, be reduced at such time to the extent that such payments are attributable to any of the Equipment, Improvements or Replacement Property which is removed or otherwise deleted from the Project and the Company shall not be required to repay any portion of the tax benefit received prior to such event.

Section 5.02 Payments in Lieu of Taxes.

(a) In accordance with the provisions of Section 12-44-50 of the FILOT Act, during the Term of this Agreement the Company shall make with respect to the Project annual FILOT Payments in the amounts set forth in this Section at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or the Department for *ad valorem* taxes. Such annual FILOT Payments shall be made on or before each January 15 of each year during the term of this Agreement, commencing with the January 15th of the second (2nd) year following the first year in which any component of the Project is first placed in service. Subject to the provisions

of the Act, each annual FILOT Payment shall be equal to the Project Increment Payment with respect to each Project Increment, including, subject to the provisions of the Act, Replacement Property for the Project originally included in such Project Increment, calculated as set forth in **Section 5.02(b)** hereof, for each of thirty (30) consecutive years (except to the extent that any portion of such Project Increment ceases to qualify for a negotiated fee in lieu of taxes under the Act) commencing with the year following the year in which the respective Project Increments are placed in service.

(b) Each Project Increment Payment shall be calculated as if *ad valorem* taxes would be due with respect to the applicable Project Increment if the same were taxable, but, subject to the provisions of Section 12-44-110 of the Act, using the following formula: each such Project Increment Payment shall be in an amount equal to the product which would result from multiplying the Project Millage Rate by an assessment ratio of six percent (6.0%) of the fair market value of the portion of the Project included within such Project Increment. Such fair market value shall be that determined by the Department on the basis provided in Section 12-44-50(A) of the FILOT Act, and shall, subject to the provisions of the Act, include all Replacement Property and deductions for depreciation or diminution in value allowed by the Act or by the tax laws generally, and shall be subject to any reductions provided herein under **Sections 5.01** and **6.01** hereof, and include all applicable *ad valorem* tax exemptions except the exemption allowed pursuant to Section 3(g) of Article X of the State Constitution and the exemptions allowed pursuant to Section 12-37-220(B) (32) and (34) of the Code. Notwithstanding the foregoing, the fair market value established for real property comprising the Project shall remain fixed for the Term.

(c) In the event that the FILOT Act and/or the above-described payments in lieu of taxes or any portion thereof, are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed (including without limitation, to the extent permitted by law, through the provision by the County of infrastructure credits to the Company pursuant to Section 4-1-175 of the Multi-County Park Act and/or Section 12-44-70 of the FILOT Act) so as to afford the Company a benefit similar to that which it receives under this Agreement to the extent then permitted by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Project affected by such circumstances *ad valorem* taxes and that, in such event, the Company shall be entitled, to the extent permitted by law, (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company were obligated to pay *ad valorem* taxes hereunder.

(d) In the event the Company invests less than \$2,500,000 in Economic Development Property in the aggregate during the Investment Period, this Agreement terminates and the Project is immediately subject to *ad valorem* tax both prospectively and retroactively to the first year which FILOT Payments were to have been made with respect to the Project. The Company shall make payment to the County, within ninety (90) days after the termination pursuant to this Section, of the difference between (i) the FILOT Payments actually made and (ii) the total retroactive amount of *ad valorem* tax which would have been due by the Company with respect to the Project, but allowing for appropriate exemptions and abatements to which the Company would have been entitled if the Project were not economic development property, plus interest in the manner as provided in Section 12-54-25 of the Code, or any successor provision.

(e) In the event the Company's investment in Economic Development Property is less than \$2,500,000, without regard to depreciation, during the Term, the Company this Agreement terminates immediately and the Project is immediately subject to *ad valroem* tax.

[End of Article V]

CASUALTY; CONDEMNATION

Section 6.01 FILOT Payments in the Event of Damage and Destruction or Condemnation.

In the event that the Project is damaged or destroyed or the subject of condemnation proceedings, which damage, destruction and/or condemnation would substantially impair the operating ability of the Project, the parties hereto agree that the FILOT Payments required pursuant to **Section 5.02** hereof shall be abated in the same manner and in the same proportion as with *ad valorem* taxes, subject in all events to the provisions of **Section 5.02** hereof.

[End of Article VI]

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Rights to Inspect.

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's State property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company's trade secrets and proprietary rights. Prior to the exercise of any right to inspect the Project or the above-referenced records of the Project, the County, at the request of the Company, shall cause its agents to sign a nondisclosure statement substantially in the form shown on Exhibit B attached hereto. In no way shall this requirement of a nondisclosure statement be deemed to apply to or restrict the rights of the United States Government and the State or its political subdivisions in the legitimate exercise of their respective sovereign duties and powers.

Section 7.02 Limitation of County's Liability.

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder (it being understood that the performance by the County of its obligations to accept FILOT Payments with respect to the Project is not a financial obligation of the County within the meaning of this Section but it should be considered as the obligation which the County has to perform hereunder), including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 7.03 Mergers, Reorganizations and Equity Transfers.

The Company acknowledges that any mergers, reorganizations or consolidations of the Company may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company with respect to the Project and any security interests granted by the Company in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Agreement to the contrary, it is not intended in this Agreement that the County shall impose transfer restrictions with respect to the Company or the Project as are any more restrictive than the Transfer Provisions.

The County recognizes and agrees that the Company may, at its sole discretion, choose not to proceed with the Project or, at any time, reduce or cease operations and vacate the Taxable Facilities, and the County hereby waives any legal claims or actions they may have against the Company based on same, except as set forth in **Section 5.02** herein; provided that on a cessation of operations or in

the event the Company vacates the Taxable Facilities, the County may unilaterally terminate this Agreement and the Infrastructure Agreement and cease the provision of the Infrastructure Credit and the acceptance of FILOT Payments with respect to the Project. The Company and County intend that this Agreement shall be assignable by the Company consistent with Article 8 of this Agreement, and that such consent not to be unreasonably withheld by the County, as long as the Company is not in default under this Agreement.

Section 7.04 Indemnification

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement or the Infrastructure Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement or the Infrastructure Agreement, or otherwise by virtue of the County having entered into this Agreement or the Infrastructure Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse, as Additional Payments, the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement or the Infrastructure Agreement, performance of the County’s obligations under this Agreement or the Infrastructure Agreement, or the administration of its duties under this Agreement or the Infrastructure Agreement, or otherwise by virtue of the County having entered into this Agreement or the Infrastructure Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or

threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 7.05 Qualification in State.

The Company warrants that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 7.06 No Liability of County's Personnel.

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 7.07 Other Tax Matters.

Subject to the limitations expressly set forth in **Section 5.02(b)** hereof, the Company shall be entitled to all state and federal investment tax credits, allowances for depreciation and other similar tax provisions allowable by applicable federal or State law with respect to the Project, to the extent allowed or otherwise not prohibited by the FILOT Act.

Section 7.08 Multi-County Park.

In the event for any reason that the Multi-County Park Agreement shall be terminated prior to the end of the Term, the County agrees that it will, pursuant to the Multi-County Park Act, and to the extent permitted by law, cause the Project to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining State county pursuant to the Multi-County Park Act, which successor agreement shall contain a termination date occurring no earlier than the termination date of this Agreement.

[End of Article VII]

**ASSIGNMENT OF THIS AGREEMENT;
SPONSORS AND SPONSOR AFFILIATES**

Section 8.01 Assignment.

The Company may assign or otherwise transfer any of its rights and interest hereunder to an assignee or lessee, as the case may be, in compliance with the Transfer Provisions, including the requirement that any such assignment or lease shall be subject to the written consent of the County. In these regards, the County agrees that such consent shall not be unreasonably withheld, conditioned or delayed. The County hereby consents to any transfers by the Company to any affiliate of the Company at any time on receipt by the County of documentation evidencing that such proposed transferee is an affiliate of the Company. For such purposes, “affiliate” shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Company. Further, the County agrees that, to the extent permitted by Section 12-44-120(B) of the Act, or any successor provision, any financing arrangements entered into by the Company with respect to the Project and any security interests granted by the Company in connection therewith shall not be construed as a transfer for purposes of requiring consent to the same on the part of the County.

Section 8.02 Sponsors and Sponsor Affiliates.

The Company may designate from time to time additional Sponsors or any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the FILOT Act. To the extent permitted by the FILOT Act (and specifically Section 12-44-130 thereof), the investment by such additional Sponsor or any Sponsor Affiliate shall qualify for the FILOT Payments payable under **Section 5.02** hereof (subject to the other conditions set forth therein). The Company shall provide the County and the Department with written notice of any additional Sponsor or Sponsor Affiliate designated pursuant to this **Section 8.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article VIII]

EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default.

Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(b) if default shall be made by the Company in the due performance of or compliance with any of the material terms of this Agreement, including payment, other than those referred to in the foregoing paragraph (a), and such default shall (i) continue for ninety (90) days after the County shall have given the Company written notice of such default, or (ii) in the case of any such default which can be cured but which cannot with due diligence be cured within such 90-day period, if the Company shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with the default not susceptible of being cured with due diligence within ninety (90) days that the time of the Company within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence; or

(c) if any material representation or warranty made by the Company herein or any statement, certificate or indemnification furnished or delivered by the Company in connection with the execution and delivery of this Agreement, proves untrue in any material respect as of the date of the issuance or making thereof or knowingly violated or breached, as the case may be.

Notwithstanding anything in this Agreement to the contrary, a failure by the Company to invest any dollar amount in the Project or to create any specified number of jobs in respect thereto, as the same may be recited herein, shall not in itself constitute an Event of Default under this Agreement.

Section 9.02 Remedies on Event of Default.

Upon the occurrence of any Event of Default, the County may: (i) terminate this Agreement by provision of thirty (30) days’ notice to the Company in writing specifying the termination date; (ii) upon providing, at the Company’s request, but subject in all events to the necessary exercise by the County of its sovereign duties and powers, a signed nondisclosure statement substantially in the form attached as Exhibit B hereto, have access to and inspect, examine and make copies of, the books, records and accounts of the Company pertaining to the Project; or (iii) take whatever action at law or in equity as may appear necessary or desirable to collect any FILOT Payments and Additional Payments then due or to enforce observance or performance of any covenant condition or agreement of the Company under this Agreement, including without limitation enforcement of a statutory lien on the Project for any non-payment of FILOT Payments hereunder.

Section 9.03 Collection of FILOT Payments.

In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including, without limitation, Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

Section 9.04 County Event of Default.

Any of the following events shall constitute an event of default by the County (“County Event of Default”):

- (a) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or
- (b) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action; or
- (c) Whenever any County Event of Default shall have occurred or shall be continuing, the Company may take one or more of the following actions:
 - (i) bring an action for specific enforcement;
 - (ii) terminate the Fee Agreement; or
 - (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

[End of Article IX]

MISCELLANEOUS

Section 10.01 Termination.

(a) At any time prior to the stated expiration of the Term of this Agreement the Company may, by written notice to the County, terminate this Agreement, in whole or in part, effective immediately on giving such notice or on such date as may be specified in the notice; provided that such termination shall not be effective until such time as the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time, including without limitation pursuant to Sections 5.02(d) and (g) hereof. Upon termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the Company shall no longer be entitled to the benefit of the fee in lieu of payments provided herein and the property constituting the Project with respect to which this Agreement has been terminated, shall thereafter be subject to the *ad valorem* tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

(b) If, at the time the Company delivers written notice to the County, the Company has not achieved the minimum investment at the Project as described in **Section 5.02(d)**, then the provisions of **Section 5.02(d)** govern.

Section 10.02 Rights and Remedies Cumulative.

Each right, power and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise by the County or by the Company of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers or remedies.

Section 10.03 Successors and Assigns.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 10.04 Notices; Demands; Requests.

All notices, demands and requests to be given or made hereunder to or by the County or the Company, shall be in writing, and shall be deemed to be properly given or made if sent by United States certified first class mail, return receipt requested, postage prepaid and addressed as follows or at such other places as may be designated in writing by such party.

(a) As to the County:

Richland County
Attn: Director, Economic Development
Administration Building
2020 Hampton Street, Room 4058
Columbia, South Carolina 29202

with a copy to (which shall not constitute notice to the County):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones, Esq.
1221 Main Street, Suite 1100
Columbia, South Carolina 29201

(b) As to the Company:

[PROJECT FENG]

with a copy to (which shall not constitute notice to the Company):

Haynsworth Sinkler Boyd, P.A.
Attn: Frank T. Davis III, Esq.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601

Section 10.05 Applicable Law; Entire Understanding.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 10.06 Severability.

In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, such clause or provisions shall be reformed to provide as near as practicable the legal effect intended by the parties hereto, and the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.07 Headings and Table of Contents; References.

The headings of this Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivision of this Agreement.

Section 10.08 Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10.09 Amendments.

This Agreement may be amended only by a writing signed by all of the parties.

Section 10.10 Waiver.

Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 10.11 Business Day.

In the event that any action, payment or notice is, by the terms of this Agreement, required to be taken, made or given on any day which is a Saturday, Sunday or a legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment or notice may be taken, made or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article X]

IN WITNESS WHEREOF, Richland County, South Carolina, has executed this Agreement by causing its name to be hereunto ascribed by the Chairman of County Council and to be attested to by the Clerk of its County Council, and [PROJECT FENG] have executed this Agreement by their authorized officer(s), all being done as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, Richland County Council

ATTEST:

By: _____

Clerk to Richland County Council

[Signature Page 1 – Fee in Lieu of Tax Agreement]

[PROJECT FENG]

By: _____

Name: _____

Title: _____

[Signature Page 2 – Fee in Lieu of Tax Agreement]

EXHIBIT A

[Description of Land]

EXHIBIT B

FORM OF NON-DISCLOSURE STATEMENT

I, _____, _____ of Richland County, South Carolina, acknowledge and understand that _____ [PROJECT FENG] _____ (collectively, “Company”) utilizes confidential and proprietary “state-of-the-art” processes and techniques. Consequently, to the extent permitted by law, I agree to keep confidential the nature, description and type of the machinery, equipment, processes and techniques, as well as financial statements of the Company, which I observe. I agree that I shall not disclose the nature, description or type of such machinery, equipment, processes or techniques, or the information contained in such financial statements of the Company, to any person or entity other than in accordance with the terms of the Fee in Lieu of Tax Agreement between Company and Richland County, South Carolina, dated as of _____, _____, or as may be required by the laws of the State of South Carolina including, but not limited to, the South Carolina Freedom of Information Act.

By: _____

Date: _____

INFRASTRUCTURE FINANCE AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA,

and

[PROJECT FENG]

Dated as of _____

INFRASTRUCTURE FINANCE AGREEMENT

THIS INFRASTRUCTURE FINANCE AGREEMENT, dated as of _____ (the "Agreement"), between **RICHLAND COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and **[PROJECT FENG]** a _____ organized and existing under the laws of the State of _____ (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the "Infrastructure Credit Act"), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project and for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "Infrastructure"); and

WHEREAS, the Company intends to establish a manufacturing facility in an existing building in the County ("Existing Building") on the land described in Exhibit A hereto (the "Land" together with the Existing Building, the "Taxable Facilities"); and

WHEREAS, the Company has represented that it intends to invest approximately \$11,637,700 in the County, consisting of \$5,015,000 in the Taxable Facilities and \$6,622,700 in Economic Development Property, as defined below, and create approximately 48 new, full-time, jobs, in connection with the Project, as defined below, all during Investment Period, as defined below; and

WHEREAS, the County and Fairfield County have established a joint county industrial and business park (the "Park") by entering into a Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the "Multi-County Park Act"), as amended, and have designated or will designate the Taxable Facilities as being included within the Park, and the County desires to cause the Project to be located or continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act and the Multi-County Park Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Taxable Facilities and the Project within the Park; and

WHEREAS, in connection with the Project, the County and the Company has entered into a Fee in Lieu of Tax Agreement of even date herewith providing for certain payments in lieu of taxes by the Company, as provided therein; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company's investment in the Infrastructure with respect to the Project and the Taxable Facilities, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, following conducting a public hearing on _____;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*. Terms not defined herein shall have the meaning given those terms in the Fee Agreement.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Company" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Cost of the Infrastructure" shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

"County" shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“*Economic Development Property*” shall have the meaning set forth in Section 12-44-30(6) of the FILOT Act.

“*Fee Agreement*” shall mean the Fee in Lieu of Tax Agreement dated as of even date herewith between the County and the Company, as the same may be amended or supplemented.

“*Fee Payments*” shall mean the payments in lieu of taxes made by the Company with respect to the Project under the Fee Agreement and/or by virtue of the Project and the Taxable Facilities’ location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to a successor agreement to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“*FILOT Act*” shall mean Title 12, Section 44, of the Code.

“*Infrastructure*” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project and Taxable Facilities, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended.

“*Infrastructure Credits*” shall mean credits against the Company’s Fee Payments described in Section 3.02.

“*Investment Period*” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years from the last day of the property tax year during which the date which the first Project Increment is placed into service.

“*Investment Requirement*” shall mean the aggregate investment of \$11,637,700 in the County, consisting of \$5,015,000 in the Taxable Facilities and \$6,622,700 in Economic Development Property.

“*Jobs Requirement*” shall mean the aggregate creation of 48 new, full-time jobs in connection with the Project.

“*Land*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended, and all future acts amendatory thereto.

“*Ordinance*” shall mean the ordinance enacted by the County Council on _____, authorizing the execution and delivery of this Agreement.

“*Park Agreement*” shall mean the Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended.

“*Park*” shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park

agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project and the Taxable Facilities.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“*Project*” shall mean the “Project” as defined in the Fee Agreement.

“*State*” shall mean the State of South Carolina.

“*Taxable Facilities*” shall have the meaning set forth in the recitals to this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to offset a portion of the Cost of the Infrastructure to the Company for the purpose of promoting economic development of the County.

(c) To the best knowledge of the County, the County is not in violation of any of the provisions of the laws of the State, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be

used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County, is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a _____ duly organized, validly existing, and in good standing under the laws of the State of _____, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to meet the Investment Requirement and the Jobs Requirement during the Investment Period.

(e) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event of any early termination of the Park Agreement prior to the date necessary to afford the Company the full benefit of the Infrastructure Credits hereunder (the "Final Benefits Date"), the County agrees it will use its best efforts to cause the Project and the Taxable Facilities, pursuant to Section 4-1-170 of the Multi-County Park Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the Final Benefits Date.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be

reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, the County shall provide a 25% Infrastructure Credit against the Company's first (1st) through fifth (5th) Fee Payments with respect to the Project. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company.

(b) In addition to the above, in order to reimburse the Company for a portion of the Cost of Infrastructure with respect to the Taxable Facilities, the County shall provide a 41% Infrastructure Credit against the Company's Fee Payments with respect to the Taxable Facilities. The Company shall receive the Infrastructure Credit described in this Section for a period of 30 years, commencing with the first year that a Fee Payment is due with respect to the Project under the Fee Agreement.

(c) The Company shall be responsible for providing the County's Director of Economic Development, prior to receipt of any Infrastructure Credit, with all documentation and certification reasonably deemed necessary by the County to establish the Costs of the Infrastructure with respect to the Project incurred by the Company, and the investment made by the Company to that date.

(d) In the event that the Company fails to meet the Investment Requirement and Jobs Requirement by and through the end of the Investment Period, the Company shall be obligated to repay a prorated portion of the Infrastructure Credits provided hereof with respect to the Project and the Taxable Facilities, with such prorated portion to be calculated by determining the average achievement percentage of the Investment Requirement and Jobs Requirement as of the last day of the initial Investment Period.

For example, and by way of example only, if the Company has invested \$9,000,000 and has created 36 new, full time jobs as of the last day of the initial Investment Period, the Company's pro rata repayment obligation would be calculated as follows:

Investment Achievement Percentage = \$9,000,000/\$11,637,700 = 77.34%.

Jobs Achievement Percentage = 36/48 = 75%

Overall Achievement Percentage = (77.34% + 75%) / 2 = 76.17%

Prorated Repayment Amount = 100% - 76.17% = 23.83% of Infrastructure Credits received

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Investment Requirement and the Jobs Requirement will be counted.

Additionally, if the Company does not meet the Investment Requirement and Jobs Requirement by and through the end of the Investment Period, the Infrastructure Credit with respect to the Project as described in Section 3.02(a) shall terminate and the Infrastructure Credit with respect to the Taxable Facilities as described in Section 3.02(b) above shall be prospectively reduced to 25%.

The Company shall repay any amount determined to be owed to the County under this Section within ninety (90) days after receipt by the County of written notice of the repayment amount. If the repayment amount is not timely paid, such repayment amount shall accrue interest as provided in Section 12-54-25 of the Code, or any successor provision.

(e) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(f) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. Subject to the provisions of Section 4.01 hereof, the County hereby acknowledges that the Company may from time to time and in accordance with the Fee Agreement and applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Taxable Facilities and the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by State law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. Other than as specifically described in Sections 5.02(d) and 5.02(e) of the Fee Agreement with respect to a failure to reach certain investment or Section 7.03 of the Fee Agreement with respect to a cessation of operations or vacation of the Taxable Facilities, if the County or either Company shall fail duly and punctually to perform any other covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or either Company, respectively, specifying the failure and requesting that it be remedied is given to the County by a Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an “Event of Default”).

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies provided by applicable laws of the State; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. Other than as specifically described in Section 5.02(d) of the Fee Agreement with respect to a failure to reach certain investment and job creation requirements, no remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for in Section 3.02(a) and Section 3.02(b) hereof have been credited to the Company; provided, however, that this Agreement will not terminate unless the repayment amount as described and calculated in Section 3.02(d) has been paid by the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure

Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County: Richland County
 Attn: Director, Economic Development
 Administration Building
 2020 Hampton Street, Room 4058
 Columbia, South Carolina 29202

with a copy to: (which shall not constitute notice to the County)

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones, Esq.
1221 Main Street, Suite 1100
Columbia, South Carolina 29201

- (b) if to the Company [PROJECT FENG]

with a copy to (which shall not constitute notice to the Company):

Haynsworth Sinkler Boyd, P.A.
Attn: Frank T. Davis III, Esq.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

[Signature pages to follow]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of Richland County Council and [PROJECT FENG] have caused this Agreement to be executed by their respective authorized officers, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman, Richland County Council

ATTEST:

Clerk to Richland County Council

[Signature page 1 to Infrastructure Finance Agreement]

[PROJECT FENG]

By: _____

Name: _____

Title: _____

[Signature page 2 to Infrastructure Finance Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

[Description]

Richland County Council Request of Action

Subject:

Council Motion: Adjust mandated funding for programs and agencies by the percentage reduced by the Local Government Fund



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

REQUEST OF ACTION SUMMARY SHEET

Agenda Item No.: 4c Meeting Date: April 25, 2017

To: Seth Rose, Chair, Development and Services Committee
From: Councilmember N. Jackson
Councilmember Malinowski
Department: County Council

Item Subject Title: Council Motion: Adjust mandated funding for programs and agencies by the percentage reduced by the Local Government Fund

Action Taken by Committee previously: None.

- Options:**
1. Consider the motion and proceed accordingly
 2. Consider the motion and do not proceed accordingly

Motion Requested Today: This request is pursuant to a Council motion. As such, staff defers to Council relative to its direction on this matter.

Staff Recommendation: Approve or do not approve the motion based on Council's discretion. If this motion is approved, the Legal Department will need to research the impacted agencies to ensure that there are no statutory funding requirements or prohibitions against reducing specific portions of an agency's budget (e.g., salaries, staffing levels).

Impact of Action: Operating Budget: The impact of this item is dependent upon Council's action.

Funding Amount/Source: Capital Budget: None.
N/A

Requested by: County Council

Staff Representative: Gerald Seals, County Administrator

Outside Representative: None.

- List of Attachments:**
1. Detailed Request of Action

2/7/17
Date Submitted

Brandon Madden
Approved by the County Administrator's Office

All
Council District



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

REQUEST OF ACTION

Subject: Council Motion: Adjust mandated funding for programs and agencies by the percentage reduced by the Local Government Fund

A. Purpose

To request Council to consider adjusting mandated funding for programs and agencies at the percentage reduction used by the Local Government Fund.

B. Background / Discussion

Pursuant to Richland County Council Members Malinowski and Jackson brought forth the motion at the February 7, 2017 Council meeting to adjust mandated funding for programs and agencies by the percentage reduced by the Local Government Fund.

C. Legislative / Chronological History

These are Council Member requests. Therefore, there is no Legislative History.

D. Financial Impact

Below are the agencies that have been noted mandated by the State to fund and their FY17 Council approved budget.

Agency	S.C. Code*	FY17 Budget
Assessor	§§12-37-90, 100, 110	2,012,182
Clerk of Court	§4-1-180	3,550,799
Coroner	§17-5-60	2,080,951
Department of Social Services	§43-3-65	89,086
Detention Center	§24-3-20	22,155,661
Emergency Management	§25-1-450	12,566,054
Health Department	Budget Bill Proviso	60,643
Magistrates	§§22-8-30, 40(K)	3,870,836
Master-in-Equity	§4-1-80; §14-11-30	390,458
Medical Indigent Assistance	Budget Bill Proviso; §44-6-146	889,782
Probate Court	§4-1-80; §§14-23-1010, 1020, 1130	1,176,058
Public Defender	Budget Bill Proviso; §§17-3-590, 540, 550	3,067,650
Register of Deeds	Chapter 5, Title 30, S.C. Code	1,026,295
Registration and Elections	§7-23-40	1,250,375
Solicitor	Budget Bill Proviso	4,343,340
Veterans Affairs	Budget Bill Proviso	256,196
TOTAL		\$58,786,366

For the current fiscal year, the General Assembly's budget allocated \$15.2 million in funding from the local government fund to the County. Pursuant to its statutory formula, the County's share of the local government fund equated to \$21.5 million, which is a difference of \$6.3 million or a decrease of 29%.¹

E. Alternatives

1. Consider the motion and proceed accordingly
2. Consider the motion and do not proceed accordingly

F. Final Recommendation

Approve or do not approve the motion based on Council's discretion. If this motion is approved, the Legal Department will need to research the impacted agencies to ensure that there are no statutory funding requirements or prohibitions against reducing specific portions of an agency's budget (e.g., salaries, staffing levels).

¹ (2016, June 13). Retrieved from <http://www.sccounties.org/Data/Sites/1/media/services/Research/lgf-fy-17.pdf>

Richland County Council Request of Action

Subject:

Capital Projects: Authorization of Purchase Contract for 7615 Wilson Blvd.

April 25, 2017 – The committee recommended to approve the request to authorize the purchase of property at 7615 Wilson Blvd.



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

REQUEST OF ACTION SUMMARY SHEET

Agenda Item No.: 4a Meeting Date: April 25, 2017

To: Greg Pearce, Chair, Administration and Finance Committee
From: Chad Fosnight, Capital Projects Manager
Department: Administration

Item Subject Title: Capital Projects: Authorization of Purchase Contract for 7615 Wilson Blvd

Action Taken by None.

Committee previously:

- Options:**
1. Approve the request to authorize the purchase of property at 7615 Wilson Blvd.
 2. Do not approve the request to purchase the property.

Motion Requested Approve the request to purchase the property at 7615 Wilson Blvd.

Today:

Staff Recommendation: It is recommended that Council approve the request to purchase the property at 7615 Wilson Blvd.

Impact of Action: Operating Budget: None.

Capital Budget: The recommended purchase price based on the proposed purchase agreement for 7615 Wilson Blvd is \$350,000. A renovation estimate has been completed and totals \$347,000, bringing the total request to \$697,000.

Funding The funds for both the purchase and renovation of this facility is already
Amount/Source: allocated in the Magistrates budget.

Requested by: Capital Projects Division

Staff Representative: Chad Fosnight, Manager of Capital Projects

Outside Representative: None.

List of Attachments:

1. Detailed Request of Action

4/17/17
Date Submitted

Brandon Madden
Approved by the County Administrator's Office

7
Council District



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

REQUEST OF ACTION

Subject: Capital Projects: Authorization of Purchase Contract for 7615 Wilson Blvd

A. Purpose

County Council is requested to authorize the purchase contract for 7615 Wilson Blvd. This property has been identified as a high priority property for the Magistrate Court as they look to find permanent locations for all the Magistrate courts that are currently in leased facilities.

B. Background / Discussion

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

The Upper Township District Magistrate office, which is currently located at 4919 Rhett Avenue, Columbia, SC, is in an inadequate old house, offering no courtroom space, at a cost of \$24,000 in rent per year.

The Hopkins District Magistrate moved to the Huger Street property as a temporary relocation due to the dilapidated, inadequate state of the Hopkins Magistrate office that was located at 6108 Cabin Creek Road, Hopkins, SC.

All three offices are slated to be replaced with County owned facilities. The funds for all three are already allocated and therefore, the projects may begin. The current Central Court facility has been relocated to the Decker Center on Decker Blvd, following the complete renovation of this facility. Failure to provide Dentsville, Hopkins and Upper Township with district offices in a timely manner may cause operational problems for the court.

This ROA is for the purchase of 7615 Wilson Blvd for use by the Upper Township Magistrate. A facility analysis has been completed on this property by the County's Support Services department. While the analysis noted items that need to be addressed in the renovation, nothing of a serious nature that couldn't be addressed during the renovation was noted.

Additionally, a cost estimate for the renovation of the facility has been completed. The cost estimate takes into consideration the July 28th approval by Council for the renovation of these magistrates facilities to utilize a Design/Build delivery method.

A solicitation for a design/build contractor closes on April 19th. Once this contractor is on board, a standard design can be developed which is intended to be used across all new Magistrate facilities.

The recommended purchase price based on the proposed purchase agreement for 7615 Wilson Blvd is \$350,000. A renovation estimate has been completed and totals \$347,000, bringing the total request to \$697,000. The funds for both the purchase and renovation of this facility is already allocated in the Magistrates budget.

Property Purchase	
7615 Wilson Blvd	\$ 350,000
Renovation Estimate	
7615 Wilson Blvd	\$ 347,000
Total Project	\$ 697,000

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

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

C. Legislative / Chronological History

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

D. Alternatives

1. Approve the request to authorize the purchase of property at 7615 Wilson Blvd.
2. Do not approve the request to purchase the property and risk losing both properties.

E. Recommendation

It is recommended that Council approve the request to purchase the property at 7615 Wilson Blvd.

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF RICHLAND)

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this 24th day of October, 2016, by and between **BABCOCK CENTER, INC.** (hereinafter "Seller"), whose address is 2725 Banny Jones Avenue, West Columbia, South Carolina 29170, and **RICHLAND COUNTY, SOUTH CAROLINA** (hereinafter "Purchaser"), whose address is Attention: Gerald Seals, County Administrator, 2020 Hampton Street, Room 4058, Columbia, South Carolina 29201.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property.** Seller agrees to sell and transfer and Purchaser agrees to purchase and accept, upon the terms and conditions hereinafter set forth, that certain parcel of land, together with improvements thereon, situate, lying and being on 7615 Wilson Boulevard in or near the City of Columbia, Richland County, South Carolina, Richland County Tax Map Parcel 14304-05-15, a copy of such map or sketch being attached hereto as Exhibit A and made a part hereof (the "Property").

2. **Purchase Price.** The purchase price shall be FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND 00/100s (\$435,000.00) (the "Purchase Price") and shall be payable at closing by Purchaser to Seller by bank wire transfer or by cashier's check or attorney escrow check.

a. The contract shall be bound by an earnest money deposit of ten and 00/100 (\$10.00) dollars, which shall apply to the purchase price and be held in trust by Keller Williams Realty Columbia NE.

3. **Condition.** Purchase and possession of said premises is in "as is" condition (no representations or warranties beyond those set forth in the ^{limited} general warranty deed described herein).

11/8/16 

4. **Feasibility Study.** Any provision hereof to the contrary notwithstanding, Purchaser shall have until NINETY (90) days after the date hereof (the "Feasibility Period") to perform development studies, financial analyses, feasibility studies, inspections, utility studies, storm drainage analyses, soil tests, surveys, appraisals, environmental studies and such other tests, evaluations and examinations of the Property as Purchaser may desire. In the event the results of Purchaser's tests, evaluations and analyses are not satisfactory to Purchaser in its sole discretion or if for any other reason Purchaser elects not to purchase the Property, Purchaser may

on or before the last day of the Feasibility Period terminate this Agreement by written notice to Seller. In such event, this Agreement shall be deemed terminated, and Purchaser shall have no obligation to purchase the Property.

5. **Subject to County Council Approval.** This Agreement is being executed by the Purchaser subject to approval and appropriation of funds relative to the purchase by Richland County Council.

6. **Fire or casualty.** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of the deed, Purchaser shall have the option for TEN (10) days thereafter of proceeding hereunder, with an agreed adjustment in the purchase price, or of terminating this agreement and being repaid all sums paid hereunder.

7. **Title and Survey.** Seller shall satisfy all mortgage liens and all other liens on the Property at Closing. Seller will convey the Property by ~~general~~ warranty deed subject to easements and restrictions of record and matters of survey, provided that such are acceptable to Purchaser. If any of such matters are not acceptable to Purchaser, Purchaser may terminate this Agreement and receive a refund of any monies paid to Seller.

In the event the Seller shall be unable to convey marketable title in accordance with the terms of this agreement, the Seller will not be required to bring any action or proceeding or otherwise to incur any expense to render the title marketable. The sole obligation of the Seller shall be to reimburse the Purchaser for its costs incurred for appraisal reports, surveys and costs of title examination and to cancel this agreement in which event the earnest money shall be returned to the Purchaser.

8. **Closing.** Closing shall be held on a date and at a location to be determined by the parties as soon as practical following the expiration of the Feasibility Period, subject to Paragraph 5 of this Agreement.

9. **Closing Documents.** Seller shall execute and deliver the following to Purchaser at Closing:

a. **Deed.** A general warranty deed, subject to easements and restrictions of record and matters of survey. The deed shall be in proper form for recording and shall be duly executed, witnessed and acknowledged.

b. **Affidavits, Residency Certificate, Tax Compliance Certificate.** If applicable under law or if required by Purchaser's title insurance company, affidavits and indemnification agreements that there are no amounts owed for labor, materials or services respecting the Property and that there are no parties in possession except under current leases, any residency certificates pursuant to S.C. Code § 12-5-850 and Section 1445 of the U.S. Internal Revenue

Code, and a current tax compliance certificate from the South Carolina Department of Revenue, if required under applicable law.

10. **Closing Costs, Taxes and Assessments.** Each of the parties shall pay its own attorney's fees arising from this transaction. Seller shall pay the transfer tax on the deed and any and all general and special assessments against the Property. Ad valorem taxes shall be prorated on a calendar year basis. If the current year tax amount is not available, the parties shall prorate based on an estimate and either party shall be entitled to seek an adjustment of the proration based on the actual tax amount no later than March 31 of the following year.

11. **Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12. **Entire Agreement.** It is understood and agreed that all understandings and agreements heretofore and between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, neither party relying upon any statement or representation not embodied in this Agreement, made by the other. The covenants and warranties contained herein shall survive the Closing.

13. **Modification.** This Agreement may not be modified or amended nor shall any of its provisions be waived except by a written instrument signed by Seller and Purchaser.

14. **Possession.** Possession of the Property will be delivered at Closing.

15. **Severability.** In the event any provision in this Agreement shall be held by a court of competent jurisdiction after final appeal (if any) to be illegal, unenforceable or contrary to public policy, then such provision shall be stricken and the remaining provisions of this Agreement shall continue in full force and effect.

16. **Paragraph Headings.** The paragraph headings contained herein are for convenience only, and should not be construed as limiting or altering the terms hereof.

17. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of South Carolina.

18. **Notices.** All notices required or permitted to be given hereunder shall be in writing and either hand delivered or sent by certified mail, return receipt requested, to the party to be notified at its address set forth above. Notice by mail shall be effective on the date of receipt as evidenced by signed receipt.

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

Witnesses:

SELLER

Charlotte L. Bright
Tommy Bradford

By: [Signature] (SEAL)

PURCHASER

RICHLAND COUNTY, SOUTH CAROLINA

By: [Signature] (SEAL)
Gerald Seals
County Administrator
10/19/16
11/8/16

Richland County Attorney's Office

[Signature] 10/19/16

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

7615 WILSON BLVD | R14304-05-15

Print



Address

Address	7615 WILSON BLVD
Municipality	Unincorporated
School District	Richland School District 1
Garbage Coll. Day	Monday
Recycling Coll. Day	Friday EOW-A
Yard Trash Coll. Day	Thursday
Latitude	0.00000
Longitude	0.00000
Elevation	317 ft

Property

TMS	R14304-05-15
Owner	BABCOCK CENTER INC
Beds	0.0
Baths	2.0
Heated Sqft	14,250
Year Built	1972
Tax District	1UR
Land Value	\$161,200
Building Value	\$382,600
Assessed Value	\$543,800
Last Sale	\$235,000 (09/01/1990)
Zoning	GC
Secondary Zoning	
Owner Occupied	Exempt

Political

Voting Precinct	Meadowlake
Voting Location	Meadowlake Park
County Council Dist.	7
County Council Rep.	Torrey Rush
SC Senate Dist.	19
SC Senate Rep.	John L. Scott, Jr.
SC House Dist.	77
SC House Rep.	Joseph A McEachern
County Magistrate Dist.	UPPER TOWNSHIP
County Magistrate	JUDGE TOMOTHY EDMOND
Congressional Dist.	6
Congressional Rep.	James Clyburn

Census

Year	2010	2000	1990
Avg Hshld Income	\$44,021	\$37,019	\$31,618
Avg Home Value	\$89,500	\$74,900	\$58,600
Pop. Density (/sqmi)	920	2,953	3,151

Disclaimer: This application is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.

Exhibit A

517.00
258.50

DC996 PAGE 491

FORM NO. 117 TITLE TO REAL ESTATE TO A CORPORATION
REVISED 1961
SOLING & BROS. SUPPLY CO. COLUMBIA, S. C.

THE STATE OF SOUTH CAROLINA,
COUNTY OF RICHLAND



KNOW ALL MEN BY THESE PRESENTS, THAT
we, The Citizens and Southern National Bank of South Carolina



in the State aforesaid for and in consideration of the sum of
Two Hundred Thirty-five Thousand and no/100 (\$235,000.00)

Dollars,

in US in hand paid at and before the sealing and delivery of these Presents by
Babcock Center, Inc.

in the State aforesaid

(the receipt whereof is hereby acknowledged),

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said
BABCOCK CENTER, INC., its successors and assigns:

For legal description refer to Exhibit A attached hereto.



DC996 PAGE 491

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said

Babcock Center, Inc.

its successors and assigns forever.

And grantor do hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said Babcock Center, Inc.

its successors and assigns against itself and its successors

lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand and Seal, this 24 day of August in the year of our Lord one thousand nine hundred and ninety hundred and Fourteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of }
Dorinda H. Still
Ella G. Jensen

The Citizens and Southern National Bank of South Carolina
By: [Signature] (L. S.)
Its: Service Vice President (L. S.)
(L. S.)

EXHIBIT A

All that certain piece, parcel or lot of land, with any improvements thereon, situated, lying and being near the City of Columbia, County of Richland, State of South Carolina, being shown on a plat prepared for Carrie M. Miller and Bruce Miller by B.P. Barber and Associates, Inc., Engineers, dated November 29, 1971 and recorded in the Richland County RMC Office in Plat Book 40, page 940, and being more particularly described as containing 1.90 acres (82,860 square feet) on a plat prepared for Babcock Center, Inc., by Benjamin M. Whatstone, R.L.S., dated August 27, 1990, to be recorded, and having the following notes and bounds, to-wit:

BEGINNING at an iron on the northwestern edge of the right-of-way of U.S. Highway 21 (Winnsboro Road) at a common point with property now or formerly of Carrie M. and Olivia S. Miller, the POINT OF BEGINNING and running thence along the western edge of the right-of-way South 11° 40' 35" West for a distance of 342.16 feet to an iron; thence turning and running South 89° 01' 40" West for a distance of 188.77 feet to an iron; thence turning and running North 01° 29' 55" West for a distance of 43.60 feet to an iron; thence turning and running North 89° 26' East for a distance of 50.00 feet for an iron; thence turning and running North 01° 41' 10" West for a distance of 35.10 feet to an iron; thence turning and running South 85° 26' West for a distance of 50.00 feet to an iron; thence turning and running North 01° 31' 50" West for a distance of 267.30 feet to an iron; thence turning and running North 01° 14' 55" West for a distance of 51.74 feet to an iron; thence turning and running South 77° 33' 00" East for a distance of 274.90 feet to the POINT OF BEGINNING, be all measurements a little more or less.

This being the identical property conveyed to The Citizens and Southern National Bank of South Carolina by Master's Deed of James C. Harrison, Jr., as Master in Equity for Richland County, dated March 15, 1989 and recorded April 4, 1989 in the Richland County RMC Office in Deed Book DS#0, page 153.

This conveyance is made subject to the easements shown on plat prepared for Carrie M. Miller and Bruce Miller by B.P. Barber and Associates, Inc., Engineers, dated November 29, 1971, regarding the right-of-way granted to SCE&G Company, which does not prohibit use of this area for parking or for a driveway, and which further provides that the owner may at its discretion pave this area and have full use of this area, except for the construction of building.

This conveyance made subject to those restrictions set forth in a deed recorded in the Richland County RMC Office in Deed Book D225, page 971, as well as all other restrictions of record.

Grantee's Address: P. O. Box 3817
Columbia, SC 29230

TMS # 14303-05-15

THE STATE OF SOUTH CAROLINA, }
COUNTY. }

PERSONALLY appeared before me, Denna K. Still

and made oath that she saw the within-named B. Lee Floyd
Senior Vice President sign, seal, and as his act and deed deliver the
within-written deed; and that she with Ellen G. Geriner
witnessed the execution thereof.

SWORN to before me, this

24 day of August, A. D. 19 90

Denna K. Still (Seal)

Ellen G. Geriner (Seal)
Notary Public of S. C.

My Commission Expires: 4-25-93

THE STATE OF SOUTH CAROLINA, }
COUNTY. }

NO RENUNCIATION OF DOWER

I, _____ do hereby certify
unto all whom it may concern, that Mrs
wife of the within-named _____ did this day
appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily,
and without any compulsion, dread, or fear of any person or persons whatsoever renounce, release and forever relinquish
unto the within-named _____

its successors and assigns, all her interest and estate, and also all her right and claim of Dower, of, in, or to all and
singular the premises within mentioned and released

Given under my Hand and Seal, this _____ day of _____

Anno Domini 19 _____

(L. S.)

Ellen G. Geriner (Seal)
Notary Public of S. C.

My Commission Expires: 4-25-93



APPRAISAL REPORT

PURCHASE ORDER # P1700211

7615 WILSON BOULEVARD

COLUMBIA, SOUTH CAROLINA



FOR:
MR. CHAD D. FOSNIGHT
CAPITAL PROJECTS PROGRAM MANAGER
RICHLAND COUNTY

AS OF:
JANUARY 18, 2017

BY:
DEBORAH L. TRIPP, MAI, SRA
JESSICA D. TRIPP

PROPERTY SOLUTIONS, LLC®
5721 BUSH RIVER ROAD
COLUMBIA, SC 29212
(803) 407-3000



PROPERTY SOLUTIONS, LLC®

ppraising
onsulting
arket
nalyzes
eal Estate
nalysis
ppraisal
eview
itigation
ondemnation
itigation
upport
xpert Witness
erVICES
eal Estate
rokerage
enior Housing
ursing Homes
ssisted Living
acilities
ongregate
are Facilities
arket Studies
artial Interests
ontaminated
roperties
hopping
enters
etail Stores
ffice Buildings
partments
idustrial
roperties
estaurants
onvenience
tores
istoric
roperties
ighest and
est Use
udies
easibility
udies
otels/Motels
ental Studies
pecial Purpose
roperties
esidences
igmatized
roperties
inemas
ue Diligence
omplex
roperties
fixed-Use
roperties
ubdivisions
reage &
and
uick Lubes
ar Washes
hurches
/arehouses
ffice
chool
uildings
ruck
erminals
ehicle
ealerships
ealth Care

5721 BUSH RIVER ROAD
COLUMBIA, SC 29212-2609
Phone 803.407.3000
Fax 803.731.5435
deborah@propertyolutionsllc.net
www.propertyolutionsllc.net

March 2, 2017

File 17-116

Mr. Chad D. Fosnight
Capital Projects Program Manager
Richland County Administration
2020 Hampton Street
Suite 4058
Post Office Box 192
Columbia, SC 29202

Re: Purchase Order # P1700211
7615 Wilson Boulevard
Columbia, SC 29203

Dear Mr. Fosnight:

Enclosed please find our report on the appraisal of the above referenced property, which you commissioned on January 13, 2017.

This Appraisal Report, based upon a comprehensive appraisal analysis, has been prepared in strict conformance with the Uniform Standards of Professional Appraisal Practice, and the Code of Professional Ethics of the Appraisal Institute. As such, it presents only summary discussions of the data, reasoning and analysis that will be used in the appraisal process to develop the value opinion. Supporting documentation will be retained in our file, and the depth of discussion is specific to your needs and for the intended use. We are not responsible for unauthorized use of this report.

The purpose of this appraisal is to provide an opinion of the Market Value of the Fee Simple Interest of the subject property as of the date of our site visit, January 18, 2017. The intended user of this report is Richland County, and the intended use is for rendering a decision regarding a possible purchase decision.

Mr. Chad Fosnight

March 2, 2017

Page Two

As described within the Scope of Work, the value conclusions stated herein are credible. The use of an Extraordinary Assumption(s) might have affected the assignment results. The following Extraordinary Assumptions apply to this assignment:

- Our estimated cost for replacement of the roof was obtained from Marshall Valuation Service and roof estimates retained in our internal files, and is assumed to be correct; if not, the value of the subject property would vary to the extent of the difference in cost.
- No additional significant repairs are assumed to be needed if so, the value of the subject property would vary to the extent of the difference in cost

No Hypothetical Conditions apply to this assignment.

We hope you are satisfied with the results of our efforts and we appreciate the opportunity to be of service to you. Please contact us if you have any questions or comments regarding this report or wish to retain us for future appraisal assignments. Once again, thank you for the opportunity. We look forward to working with you in the near future.

Sincerely,

PROPERTY SOLUTIONS, LLC®



Deborah L. Tripp, MAI, SRA
SC State Certified General Real Estate Appraiser #CG1132



Jessica D. Tripp
Apprentice Appraiser, State of South Carolina #6793

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of facts contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this appraisal report within the three year period immediately preceding the acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with the assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- Jessica D. Tripp provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



Deborah L. Tripp, MAI, SRA
S. C. State Certified General Real Estate Appraiser #CG1132

March 2, 2017
Date

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of facts contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this appraisal report within the three year period immediately preceding the acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with the assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- Deborah L. Tripp, MAI, SRA provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



Jessica D. Tripp
S.C. Apprentice Appraiser #6793

March 2, 2017

Date

DEFINITION OF INSPECTION

The term "Inspection" as used in this report, is required to be placed in the previous Certifications, but is not a "Professional Property (Home or Commercial) Inspection". The appraiser performed a visual observation of exterior and interior accessible areas and unobstructed, exposed surfaces of the building without the removal of furniture, fixtures, equipment, personal property or trade fixtures. The appraisal and report cannot be relied upon to disclose such adverse conditions and/or defects in the property. The appraiser observes a property, and does not certify as to the condition or operation of the electrical system, plumbing system, mechanical systems, foundation, floor/subfloor or wall structure. The appraiser is not an expert in construction materials and the purpose of the appraisal is to perform an economic evaluation of the subject property to provide an opinion of value. The appraiser's viewing of the property is limited to surface areas only and can be compromised by landscaping, dense vegetation and/or underbrush, placement of personal property, fixtures and equipment, weather and other conditions. The appraiser is not an expert in other fields such as (but not limited to) property inspection, building construction, pest control, structural engineering, mechanical or plumbing systems, or environmental conditions, and the like. The client should obtain the services of a qualified expert in such fields, as the appraisal is made with the assumption that no such conditions exist that impact value.

EXECUTIVE SUMMARY

Use of the Real Estate	Industrial – Warehouse – A structure that is designed and used for the storage of wares, goods and merchandise.
Property Location	7615 Wilson Boulevard, Columbia, South Carolina, 29203
Intended Use	This appraisal is to be used for rendering a decision regarding a possible purchase decision.
Intended User	Richland County Administration
Current Ownership	Babcock Center, Inc.
Contractual Ownership	Richland County, South Carolina
Date of Report	March 2, 2017
Effective Date of Appraisal	January 18, 2017
Purpose of Appraisal	Provide an opinion of Market Value ‘As Is’
Property Rights Appraised	Fee Simple
Zoning	GC – General Commercial
Tax Map Reference	R14304-05-15
Land Area	1.912 acres, or approximately 83,287 square feet
Improvements	The subject is a metal office/warehouse building containing 14,368 gross square feet. There is 3,017 square feet (21%) of typical office space and 4,384 square feet (31%) of secondary office space.
Highest and Best Use	As vacant: Commercial development As improved: Existing use with correction of deferred maintenance items
Appraisal Procedures	Sales Comparison Approach Income Capitalization Approach
OPINION OF MARKET VALUE ‘AS IS’ as of January 18, 2017	
Sales Comparison Approach	\$440,000
Income Capitalization Approach	\$440,000
Final Value Opinion	\$440,000

TABLE OF CONTENTS

Page Number

IDENTIFICATION AND LOCATION	1
LEGAL DESCRIPTION.....	1
PURPOSE OF THE APPRAISAL	1
INTENDED USE OF THE APPRAISAL.....	1
INTENDED USER OF THE APPRAISAL.....	1
APPRAISAL EFFECTIVE DATES	1
REPORT DATE	1
APPRAISER COMPETENCY.....	1
STATEMENT OF OWNERSHIP	1
HISTORY OF THE PROPERTY	2
PROPERTY RIGHTS APPRAISED	3
PURPOSE OF THE APPRAISAL	4
DEFINITION OF MARKET VALUE	5
SCOPE OF WORK	6
EXTRAORDINARY ASSUMPTIONS.....	10
HYPOTHETICAL CONDITIONS	10
AREA ANALYSIS	11
MARKET ANALYSIS.....	19
NEIGHBORHOOD ANALYSIS	24
SITE ANALYSIS	28
IMPROVEMENTS ANALYSIS	32
ASSESSED VALUATION AND TAXES.....	37
ZONING AND LEGAL CONSTRAINTS.....	39
HIGHEST AND BEST USE.....	42
EXPOSURE AND MARKETING TIME.....	45
APPROACHES TO VALUE	46
SALES COMPARISON APPROACH.....	47
INCOME CAPITALIZATION APPROACH.....	62
RECONCILIATION AND FINAL VALUE OPINION	73

ADDENDA

STATE MAP

CITY MAP

NEIGHBORHOOD MAP

SUBJECT DEED

ENGAGEMENT LETTER

ASSUMPTIONS AND LIMITING CONDITIONS

QUALIFICATIONS AND LICENSES OF DEBORAH L. TRIPP, MAI, SRA

QUALIFICATIONS AND LICENSE OF JESSICA D. TRIPP

IDENTIFICATION AND LOCATION

Use of the Real Estate	The subject is a metal office/warehouse building containing 14,368 gross square feet. There is 3,017 square feet (21%) of typical office space and 4,384 square feet (31%) of secondary office space.
Street Address	7615 Wilson Boulevard, Columbia, South Carolina, 29203
Land Size	1.912 acres, or approximately 83,287 square feet
Legal Description	The subject is shown on a Boundary Survey prepared for Richland County by Southeastern Land Management and Surveying, LLC dated February 8, 2017.
County	Richland County
Municipality	Not located in an incorporated municipality
Tax Map	R14304-05-15
Purpose of Appraisal	Provide an opinion of Market Value 'As Is'
Intended Use	This appraisal is to be used for rendering a decision regarding a possible purchase decision.
Intended User	Richland County Administration
Appraisal Effective Date	January 18, 2017
Date of Appraisal Report	March 2, 2017
Appraiser Competency	Deborah L. Tripp, MAI, SRA has been appraising commercial property, including scores of industrial buildings, for 35 years. Jessica Tripp is an Appraiser Apprentice working under the direct supervision of Deborah Tripp since June 2011. Both appraisers inspected the property and prepared sales research and portions of the report, and have an office based in the subject's market. The appraisers have met the requirements of the competency provision.
Current Ownership	Babcock Center, Inc.
Contractual Ownership	Richland County, South Carolina
Source of Ownership Data	Richland County property records

HISTORY OF THE PROPERTY

Subject	The subject was originally built in 1972 as a Tupperware warehouse/showroom with storage. It was most recently used as the North Main Flea Market but is currently vacant.
Current Listing, Contract, or Offer	<p>The subject is listed for sale with Rusty DePass of DePass & Company. Though the list price is not disclosed on LoopNet or MLS, CoStar shows a list price of \$635,000, (\$44.20/SF) which was confirmed by Mr. DePass. The list price is well above market and has been listed for over two years with little interest.</p> <p>There is a contract of sale between Babcock Center (seller) and Richland County (purchaser) for \$435,000 (\$30.28/SF). This is a market purchase price for the subject 'as is'.</p>
Most Recent Date of Transfer	August 24, 1990
Grantor	The Citizens and Southern National Bank of South Carolina
Grantee	Babcock Center, Inc.
Deed Book/Page	996/491
Consideration	\$235,000
Source	Richland County Register of Deeds
Analysis of Transaction	This sale is too dated to be meaningful to this analysis and is shown only for ownership history.

PROPERTY RIGHTS APPRAISED

Although there are a variety of property rights, the three main property rights appraised are as follows:

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual land-lord-tenant relationship (i.e. a lease).

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.¹

Property Rights Appraised	Fee Simple
Exceptions to Title	No title examination was provided. We are not unaware of any other exceptions to title. Please consult your attorney for a complete list of exceptions to title. See Zoning section of this report.

¹ The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, Chicago, 2015, p. 128.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to formulate an opinion of the market value of the subject property “As Is”. The value opinion sought is clarified as follows:

Market Value “As Is” is the market value of the appraised subject property in its actual condition observed as it physically and legally exists without hypothetical conditions, assumptions or qualifications.

A **Prospective Value** opinion is a forecast of value expected to occur at a specified future date, i.e. subsequent to the date of the report. A prospective value opinion “may be required for valuations of property interests related to proposed developments, as the basis for value at the end of a cash flow projection, and for other reasons.”² Market and economic trends are analyzed to forecast future value, but as market conditions change over time, the appraiser cannot be held responsible for unforeseeable events that occur subsequent to the effective date of the appraisal.

Prospective Value Opinions for Proposed Construction may require two values: one as of the date that new construction or renovation is forecast to be completed, and another as of the date that the property is forecast to be leased to its optimum level of long-term occupancy, known as stabilized occupancy. We will refer to these two value opinions as the **Prospective Future Value upon Completion of Construction, and the Prospective Future Value upon Stabilization**.

² Uniform Standards of Professional Appraisal Practice (USPAP), 2016-2017 Edition, Advisory Opinion 34, Page 194, Line 22.

DEFINITION OF MARKET VALUE

Market Value is defined as: "A type of value, stated as an opinion, that presumes the transfer of a property (i.e. a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal."³

For purposes of this appraisal, implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

³ Uniform Standards of Professional Appraisal Practice, 2016-2017 ed., The Appraisal Foundation, Washington, DC, p. 3

SCOPE OF WORK

The term SCOPE OF WORK is defined as “the type and extent of research and analyses in an appraisal or appraisal review assignment.”⁴ The Scope of Work is to accurately identify the appraisal problem, determine a plan to solve the appraisal problem, and finally to report the Scope of Work inherent in the assignment.

The SCOPE OF WORK RULE states that for each appraisal and appraisal review assignment, the appraiser must (1) identify the problem to be solved; (2) determine and perform the scope of work necessary to develop credible assignment results; and (3) disclose the scope of work in the report.⁵

The Scope of Work is specific to the intended use and the intended user of the appraisal and is defined by the effective date of the analysis, the type of value sought, characteristics of the subject property, the quantity and quality of the information regarding the relevant characteristics of the subject property, as well as any other conditions of the assignment. The Scope of Work may change during the course of the assignment as the appraiser discovers information about the subject property or its environs. For instance, the appraiser may make assumptions about the subject property because relevant information is not available at the time the appraisal is prepared. Alternatively, it may be necessary for the appraiser to assume a hypothetical condition if information is discovered about the subject property or its environs, but that information cannot be considered and is therefore assumed to be false. We will outline on the following pages the steps taken in the Scope of Work for this appraisal problem and the conditions relative to the assignment.

The first step is to identify the problem to be solved. Proper identification of the appraisal problem, which is necessary to determine the appropriate scope of work, requires the appraiser to identify the following assignment elements:

- ❑ client and any other intended users;
- ❑ intended use of the appraiser’s opinions and conclusions;
- ❑ type and definition of value;
- ❑ effective date of the appraiser’s opinions and conclusions;
- ❑ subject of the assignment and its relevant characteristics; and
- ❑ assignment conditions (assumptions, extraordinary assumptions, hypothetical conditions, etc.)

⁴*Uniform Standards of Professional Appraisal Practice*. Washington, DC: The Appraisal Foundation. 2016-2017. Page 4, Line 128

⁵. *Uniform Standards of Professional Appraisal Practice*. Washington, DC: The Appraisal Foundation. 2016-2017. Page 14 Lines 386-389.

This information provides the appraiser with the basis for determining the type and extent of research and analyses to include in the development of an appraisal.

Based on the appraisal problem to be solved, the next step is to determine and perform the scope of work necessary to develop credible assignment results. The scope of work must include the research and analyses that are necessary to develop credible assignment results. Scope of work includes, but is not limited to:

- ❑ the extent to which the property is identified;
- ❑ the extent to which tangible property is inspected;
- ❑ the type and extent of data researched; and
- ❑ the type and extent of analyses applied to arrive at opinions or conclusions.

The credibility of assignment results is always measured in the context of the intended use. Credible results require support by relevant evidence and logic; assignment conditions may not limit the scope of work to such a degree that the assignment results are not credible in the context of the intended use. Furthermore, the act of determining the scope of work is an ongoing process in an assignment and information or conditions discovered during the assignment might require that the appraiser reconsider the scope of work.

The final step is to disclose the scope of work in the report. The appraisal report must contain sufficient information to allow intended users to understand the scope of work performed. Sufficient information includes disclosure of research and analyses performed and may include disclosure of research and analyses not performed. Again, USPAP places greater emphasis on scope of work disclosure to provide the intended users with an understanding of the specific actions taken to arrive at the assignment conclusions.

The following summarizes the Scope of Work for this assignment.

SCOPE OF WORK

<p>Area & Neighborhood Analysis</p>	<p>Sources of data include:</p> <ul style="list-style-type: none"> ➤ Local Chamber of Commerce ➤ US Bureau of Labor Statistics ➤ <i>The Site to Do Business</i> ➤ Personal inspection of the neighborhood ➤ Interviews with numerous real estate professionals ➤ Local newspapers
<p>Market Analysis</p>	<ul style="list-style-type: none"> ➤ <i>Columbia, SC Industrial Research & Forecast Report, Q4 2016</i> compiled by Colliers International ➤ <i>Columbia, SC Industrial Market Research Report Q4 2016</i>, compiled by Newmark Grubb Wilson Kibler ➤ Other various market surveys ➤ Internal market research ➤ Interviews with other appraisers ➤ Interviews with numerous real estate professionals
<p>Subject History</p>	<p>Obtained from:</p> <ul style="list-style-type: none"> ➤ Richland County Register of Deeds Office ➤ Property listing broker, Rusty DePass
<p>Site Analysis</p>	<ul style="list-style-type: none"> ➤ Primarily obtained from a physical viewing of the site on January 18, 2017. ➤ Boundary Survey prepared by Richland County by Southeastern Land Management and Surveying, LLC dated 2/8/2017. ➤ FEMA Map Service Center – source for flood zone data. ➤ Please consult qualified environmental and soil engineers for clarification of suitability for development.
<p>Improvements Analysis</p>	<p>Building improvements analysis obtained from a physical visit to the property. The building was measured on the exterior by Property Solutions, LLC with calculations of building size performed by Property Solutions, LLC. An appraiser is not a building inspector. Our inspection consisted only of a visual observation of the exterior and interior accessible areas and unobstructed, exposed surfaces of the building without the removal of personal possessions, furniture, fixtures or equipment.</p>
<p>Zoning Information</p>	<p>The subject zoning was confirmed with Richland County.</p>
<p>Tax Information</p>	<p>Online tax data from the Richland County website.</p>
<p>Legal Constraints</p>	<p>No title examination was provided and we are unaware of exceptions to title. Common utility easements are assumed to be present. Please consult your attorney for a complete list of exceptions to title. See Zoning section of this report.</p>
<p>Method of Valuation</p>	<p>Of the three traditional approaches to value (Cost, Sales Comparison and Income Capitalization), the Sales</p>

Sales Comparison Approach

Comparison Approach and Income Capitalization Approach have been used. The Cost Approach is omitted due to the age of the building and difficulty in estimating accrued depreciation.

Income Capitalization Approach

Comparable improved sales and listings were compared to the subject and were obtained from *LoopNet*, CMLS, public records, and appraiser files. Data was researched from an historic record to the present date and sales were verified with individuals knowledgeable with the sale.

Lease data from 2015 through the present date was obtained from *CoStar* and *LoopNet*, nationally recognized commercial data services, internal files, brokers, and other appraisers and were confirmed through personal interviews with individuals knowledgeable with each transaction. Income and Expense Data was obtained from internal files/comparables. Overall capitalization rates from internal files and the same commercial data sources.

EXTRAORDINARY ASSUMPTIONS

Extraordinary assumptions are necessary when information is not available to the appraiser or when the information available is preliminary in nature as of the effective date of the appraisal, but certain facts or conditions must be assumed in order to proceed with the analysis. The use of an Extraordinary Assumption(s) might have affected the assignment results. The following Extraordinary Assumptions apply to this assignment:

- Our estimated cost for replacement of the roof was obtained from Marshall Valuation Service and roof estimates retained in our internal files, and is assumed to be correct; if not, the value of the subject property would vary to the extent of the difference in cost.
- No additional significant repairs are assumed to be needed if so, the value of the subject property would vary to the extent of the difference in cost.

HYPOTHETICAL CONDITIONS

A hypothetical condition exists when an appraiser knows that a condition with regard to the property being appraised is false but appraises the property as though it were true. For instance, a property may be subject to contamination, but the extent of contamination and the cost of cleanup may not be known at the time of the appraisal, so the property is appraised as though no environmental conditions are known to exist. There are no hypothetical conditions in this assignment.

AREA ANALYSIS

When estimating property value, the relationship that exists between the site and the surrounding region must first be analyzed. The value of a specific location is directly related to its access to resources, labor, capital, and sources of demand, supply and market centers. Thus, a large part of real estate valuation is dependent upon the economic, governmental, social and environmental forces that interact to influence property value within a region. Significant factors relative to the demand and supply affecting property value will be discussed.

Location	Columbia, the capital city of South Carolina, is located near the geographic center of the state, approximately mid-way between the mountains and the coast and halfway between New York, New York and Miami, Florida.
Distance to Major Cities	205 miles northeast of Atlanta, Georgia 95 miles south of Charlotte, North Carolina 110 miles northwest of the port city of Charleston, South Carolina.
MSA	Columbia is the center of the Columbia Metropolitan Statistical Area (MSA) and includes Richland, Lexington, Calhoun, Fairfield, Kershaw, and Saluda Counties. Newberry County is included in the Columbia Combined Metropolitan Statistical Area.
Climate	Four distinct but mild seasons. Temperature range: 45° in January to 81° in July Average annual moderate temperature: 65° Total precipitation 45"± each year, of which less than two inches is snowfall. Generally hot and generally humid in summer due to moist air from the ocean. Winters are moderately cold but short, as cold waves from the north are impeded by the Blue Ridge and Smoky Mountains northwest of the state. Columbia's mild climate creates year round opportunities for construction. Snowfall is rare; in 38% of all winters, no measurable snowfall occurs. Average relative humidity in mid-afternoon is approximately 55% which increases to pre-dawn humidity at about 90%.

Geography	The city stands 200 feet to 350 feet above mean sea level and is situated between South Carolina's Piedmont with its rolling hills and numerous creeks and the Coastal Plain with its gentle slopes and Sand hills. The fall line between the coastal plain and the Sand hills regions almost splits the city north and south. Columbia is located on the Congaree River, which begins at the confluence of the Saluda and Broad Rivers, while the Wateree River forms the southern boundary of Richland County.
Recreational Opportunities	<p>Lake Murray: 50,000 acres and home to 19 marinas, abundant fishing opportunities, an 18-hole golf course, Dreher Island State Park, Campgrounds, landings, boating, sailing, swimming. Created in the 1930's when the Saluda River was dammed to generate hydroelectric power for the region. The Federal Energy Regulatory Commission mandated construction of a new \$250 million backup dam in the event of earthquake or other catastrophe.</p> <p>Sesquicentennial State Park: 1,450 acres of land with additional opportunities for swimming, fishing, boating and camping.</p> <p>Riverbanks Zoo: rated one of the top 10 zoos in the US.</p> <p>Saluda Shoals Park: second most popular destination</p> <p>Congaree Swamp National Park</p> <p>Columbia Riverfront Park and Historic Canal</p> <p>Three Rivers Greenway</p> <p>USC Football, Baseball and Sports</p> <p>No professional sports teams.</p>
Other	<p>Regional Convention Center: \$37 million built in 2004.</p> <p>City and county parks and playgrounds</p> <p>SC State Museum</p> <p>EdVenture</p> <p>Abundant cultural opportunities</p>

Highway Transportation	<p>Strategic location and interstate highway network. Warehouse and distribution benefit from 3 major interstates:</p> <p>I-20: east/west access connects El Paso, TX to Florence, SC</p> <p>I-26: east/west access connects Charleston, SC to Asheville, NC</p> <p>I-77: north/south access from Columbia, SC to Cleveland, OH</p> <p>I-95: 60 miles southeast connects Maine to Florida</p> <p>I-85: 90 miles northwest: Alabama to Richmond, VA</p> <p>Highway linkages continue via Southeastern Beltway and Northern Arterial</p> <p>Congested traffic on I-26 at rush hour.</p>
Air Transportation	<p>Columbia Metropolitan Airport: over 1.2 million passengers annually, located 6.5 miles southwest of Columbia. Serviced by 6 commercial airlines and is a US Customs Port. Regional hub for UPS.</p> <p>Owens Field: small and business aircraft, located two miles from the State Capital building.</p>
Other	<p>Two, Class I Railroads, inter- and intra-city bus service, taxi, passenger rail service, abundant motor freight carriers. Port City of Charleston located within 1.5 hour drive south.</p>
Population	<p>The population of the MSA totaled 767,598 persons in the 2010 Census, with a projected population of 804,953 persons in 2015, forecast to grow 0.91% annually through 2020 to 846,203 persons. In contrast, the population increased from 2000-2010 at an annual rate of 1.72%.</p>
Growth areas	<p>Richland Northeast</p> <p>Lexington</p> <p>Irmo</p> <p>Red Bank</p> <p>Two Notch Road</p> <p>Garners Ferry Road</p>
Median Age	<p>Median Age in 2015 forecast:</p> <p>Richland County: 33.7 years</p> <p>Lexington County: 38.8 years</p> <p>State Average: 38.8 years</p>

	US: 36.8 years
Effective Buying Income	Higher in Columbia than any other MSA except York County, near Charlotte, NC.
Median Household Income	2015 Richland County: \$49,475 2015 Lexington County: \$55,236 2015 State of SC: \$44,853 2015 US: \$60,683
Educational Attainment	Richland: 22.4% Bachelor's Degree Lexington: 18.5% Bachelor's Degree
Economy	The preeminence of state government, military and educational institutions has resulted in diversified employment opportunities and a balanced economy.

Company Name	County	Employees	Industry
State of South Carolina	Richland	25,000	Government
Palmetto Health	Richland	9,400	Healthcare
Fort Jackson Military Base	Richland	7,000	Federal/Military
Blue Cross Blue Shield of SC	Richland	6,459	Insurance
Lexington Medical Center	Lexington	6,000	Healthcare
University of South Carolina	Richland	5,685	Education
S.C. Department of Transportaion	Richland	4,318	Government
Richland County Schoold District 1	Richland	4,229	Education
S.C. Department of Mental Health	Richland	3,917	Healthcare
Richland County Schoold District 2	Richland	3,556	Education
Lexington County School District 1	Lexington	3,550	Education
S.C. Dep't of Health and Env. Control	Richland	3,445	Government
Kraft Foods	Newberry	3,200	Manufacturing
Scana Corporation	Lexington	3,000	Utility & Telecom. Svcs.
Dorn VA Medical Hospital	Richland	2,445	Healthcare
AT&T	Richland	2,400	Communication Utility
Lexington/Richland School Dist. 5	Rich/Lexington	2,354	Education
Providence Hospitals	Richland	2,234	Healthcare
City of Columbia	Richland	2,150	Government
Humana / TriCare	Richland	2,100	Insurance
Palmetto GBA	Richland	2,100	Insurance
Richland County	Richland	1,879	Government
First Citizens Bank & Trust Co., Inc.	Richland	1,646	Financial Institution
Michelin North America Inc	Lexington	1,550	Manufacturing
Wells Fargo	Richland	1,549	Financial Services
Midlands Technical College	Richland	1,447	Education
Kershaw County School District	Kershaw	1,442	Education

Source: Central SC Alliance & State Budget & Control Board

Major labor area draws include the incorporated areas of Columbia, West Columbia, Cayce, Lexington and Blythewood. The following chart illustrates economic development in the Columbia area from 2012 through April 2015.

2015 Developments

Date	Company Name	Investment	Jobs Created	County
12/23/2015	Advanta Southeast	\$2,600,000	26	Clarendon
12/22/2015	The Okonite Company	\$19,500,000	0	Orangeburg
12/16/2015	Akebono Brake Corp.	\$40,000,000	100	Lexington
8/27/2015	Cypress Creek Renewables	\$20,400,000	0	Calhoun
8/26/2015	Shaw Industries	\$45,000,000	45	Lexington
8/20/2015	Haler America	\$72,000,000	410	Kershaw
7/29/2015	Sea Pro Boats	\$5,500,000	238	Newberry
6/17/2015	GKN Aerospace	\$20,000,000	75	Orangeburg
6/10/2015	Sun Printing	\$10,500,000	50	Lexington
6/9/2015	Bimbo Bakeries USA	\$0	30	Orangeburg
6/4/2015	Republic National Distributing	\$10,000,000	0	Lexington
6/2/2015	Suominen Nonwovens, Inc.	\$0	25	Kershaw
4/7/2015	Inbra Industries	\$7,700,000	14	Orangeburg
3/25/2015	Hickory Springs Water, LLC	\$16,300,000	37	Calhoun
3/10/2015	ire Mesh Corporation	\$13,900,000	50	Calhoun
1/28/2015	The Fitts Company	\$4,200,000	105	Calhoun
Total			1205	

2014 Developments

Date	Company Name	Investment	Jobs Created	County
12/30/2014	Cox Industries, Inc.	\$11,200,000	60	Orangeburg
11/25/2014	Peak Corp.	\$6,600,000	59	Clarendon
11/24/2014	Kiswire	\$30,000,000	92	Newberry
10/16/2014	Sigmatex	\$12,000,000	50	Orangeburg
10/8/2014	Hengst	\$8,000,000	20	Kershaw
8/14/2014	Enor Corp.	Multi-million	151	Fairfield
5/7/2014	Hindral USA, Inc.	\$1,500,000	25	Fairfield
4/10/2014	Palmetto State Armory	\$4,200,000	300	Lexington
4/9/2014	Signode	\$15,000,000	130	Lexington
3/18/2014	Koyo Corp of USA	\$10,000,000	0	Orangeburg
3/14/2014	Starflo Corp	\$1,000,000	12	Clarendon
2/26/2014	WeylChem US, Inc.	\$10,800,000	49	Kershaw
2/19/2014	Walker Industries USA, Inc.	\$4,650,000	11	Orangeburg
2/5/2014	Bomag Americas	\$18,200,000	121	Fairfield
1/23/2014	Kent International, Inc.	\$4,300,000	175	Clarendon

2013 Developments

Date	Company Name	Investment	Jobs Created	County
12/27/2013	Quality Model-South Carolina	\$3,000,000	26	Orangeburg
12/4/2013	Devro, Inc.	\$60,000,000	0	Calhoun
9/26/2013	Dayton Rogers	\$11,000,000	134	Richland
9/20/2013	Prime Material Recovery	\$1,200,000	20	Orangeburg
9/3/2013	2AM Group	\$500,000	100	Richland
8/22/2013	Element Electronics	\$7,500,000	500	Fairfield
8/2/2013	Monteferro America	\$2,100,000	10	Orangeburg
5/22/2013	Advanta Southeast	\$3,500,000	30	Clarendon
3/28/2013	Constantia-Heick Foils, LLC	\$12,000,000	15	Richland
3/6/2013	Spirit Pharmaceuticals	\$12,200,000	296	Clarendon
1/15/2013	Swift Group of Industries	\$3,500,000	60	Clarendon
1/10/2013	Kiswire	\$15,000,000	30	Newberry
1/10/2013	US Food Services	\$3,000,000	20	Lexington
1/4/2013	Time Warner Cable	\$24,000,000	644	Lexington

2012 Developments

Date	Company Name	Investment	Jobs Created	County
12/18/2012	Albemarle Corporation	\$65,000,000	20	Orangeburg
12/17/2012	Mars Petcare	\$12,500,000	0	Richland
11/28/2012	Southeast Frozen Foods	\$4,500,000	10	Calhoun
11/20/2012	Koyo Corp	\$130,000,000	175	Richland
10/17/2012	Invista	\$20,000,000	50	Kershaw
6/6/2012	McEntire Produce	\$5,000,000	85	Richland
5/23/2012	Avttec	\$6,100,000	25	Lexington
5/22/2012	WNS Holdings	\$4,250,000	750	Richland
5/22/2012	Federal Mogul	\$7,000,000	40	Orangeburg
4/12/2012	Aflac	\$0	400	Richland
4/10/2012	Accuride	\$8,730,000	25	Kershaw
3/26/2012	Starbucks Roasting Plant	\$7,000,000	6	Calhoun
2/21/2012	Diversified Information Technologies, Inc.	\$5,000,000	25	Kershaw
2/16/2012	Martech Research	\$4,650,000	60	Lee

The City of Columbia, Richland County, Lexington County, and the State of SC show these historic unemployment trends.

HISTORIC UNEMPLOYMENT TRENDS					
Period	City of Columbia	Columbia MSA	Richland County	Lexington County	South Carolina
Dec '16	4.1% (P)	3.8% (P)	4.0% (P)	3.3% (P)	4.1% (P)
Nov '16	4.2%	3.8%	4.0%	3.3%	4.0%
Oct '16	4.5%	4.3%	4.4%	3.8%	4.6%
Sep '16	5.0%	4.6%	4.8%	4.1%	4.9%
Aug '16	6.0%	5.2%	5.4%	4.5%	5.5%
July '16	6.0%	5.1%	5.3%	4.4%	5.4%
Jun '16	6.5%	5.3%	5.6%	4.7%	5.6%
May '16	5.0%	4.6%	4.7%	4.0%	4.8%
Apr '16	5.3%	4.8%	5.0%	4.3%	5.2%
Mar '16	5.8%	5.2%	5.3%	4.6%	5.6%
Feb '16	5.4%	5.1%	5.2%	4.5%	5.6%
Jan '16	5.6%	5.1%	5.3%	4.5%	5.6%
2015	6.4%	5.7%	5.9%	5.1%	6.0%
2014	6.6%	5.8%	6.0%	5.1%	6.4%
2013	7.9%	6.7%	7.2%	5.8%	7.6%
2012	9.3%	8.0%	8.4%	6.9%	9.1%
2011	9.7%	8.9%	9.2%	7.8%	10.3%
2010	10.3%	9.4%	9.7%	8.2%	11.2%
2009	9.5%	9.3%	9.5%	8.2%	11.5%

*(P) – Preliminary

The unemployment rate in Lexington County is significantly less than the state. The City of Columbia has historically higher unemployment rates than either county but the unemployment rate continues to decline in all areas. The effects of the Great Recession are reflected in the increased unemployment rates in all areas beginning in 2007 with full recovery evidenced by February 2014.

CONCLUSION

In essence, Columbia gives the impression of a moderately growing southern city whose economy is diversified, whose economic growth is deliberate, and whose population increase has been largely in the northeast, northwest and west quadrants with industrial development centered on interstate and transportation linkages. It is expected that the areas pleasant environment, stable income, and the preponderance of employment will generate a modest market for residential and commercial properties in the long term. Although governmental entities have been uncooperative in the past, the Economic Development Alliance, and the River Alliance, coupled with strong technical education, the University of South Carolina, the presence of Fort Jackson and government, should continue to sustain Columbia's economic growth. The area's diversified economic base and availability of undeveloped land should continue to insure the economic soundness of the area and to preserve the value of real estate during the foreseeable future.

MARKET ANALYSIS

The market analysis forms a basis for assessing market area boundaries, supply and demand factors, and financial feasibility. It is defined as “the identification and study of the general market for a particular economic good or service”, and is also a study of market conditions for a specific type of property. As a preface, any market analysis should not ignore recent national and world wide economic and real estate trends:

- The debt financing environment for commercial real estate changed significantly since the subprime loan crisis and recession in 2007 -2009. The cost of debt financing impacts overall capitalization rates which had increased across all segments of the market but began improving in 2010. Overall rates declined to historic lows by 2015 for investor grade properties. Lending for commercial projects has become more available and residential and commercial interest rates have remained low for several years.
- Job growth in the US has been positive over the past five years and the unemployment rate has trended downward since 2010. The current US unemployment rate is 5.0 (December 2015) and considered low and at full employment by some economist. The labor force participation rate is at a 38-year low.
- The Federal Reserve raised the key interest rate from 0% to 0.25% in December 2015 for the first time in almost a decade as the US economy has shown sustained growth over the past five years. Mortgage rates have increased slightly in response but are still considered low. Further increases are expected in 2016.

CHANGES IN MARKET CONDITIONS OVER TIME

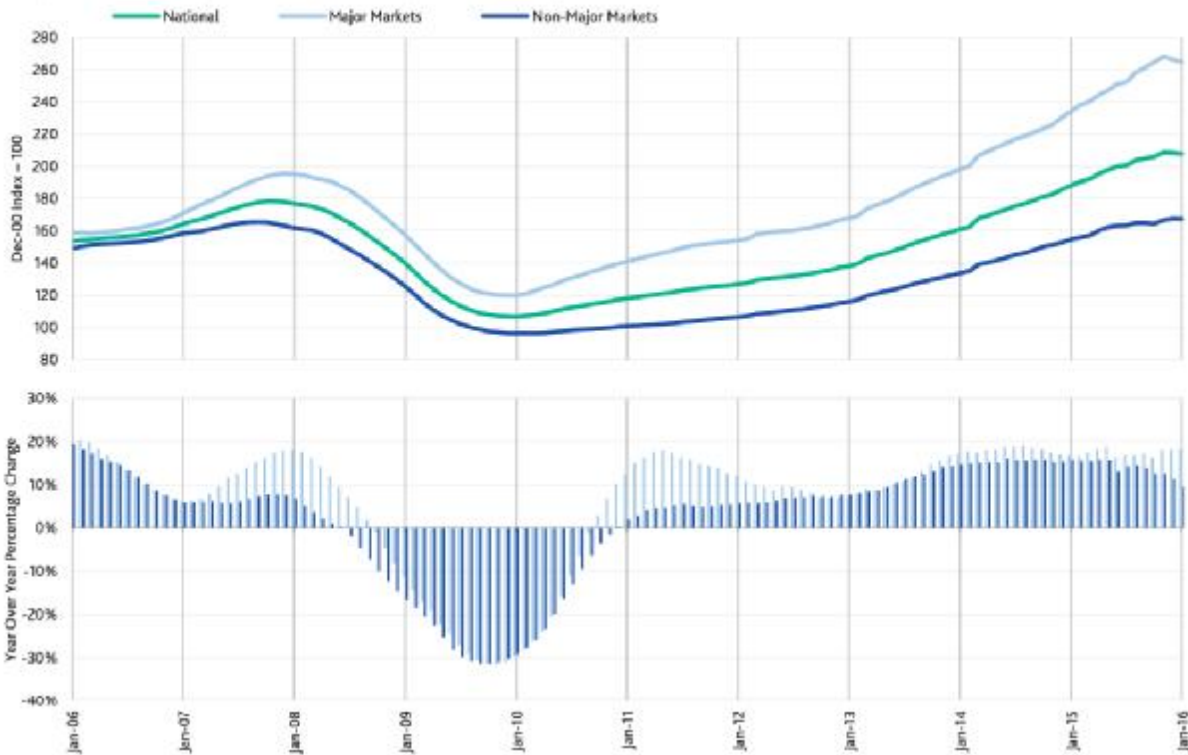
One of the biggest challenges facing appraisers is to discern how the market is reacting to changes in market conditions over time, particularly during slow economic times when sales and re-sales activity is rarely available. This portion of the analysis focuses on whether property values are increasing, stable, or declining over time? Rarely are property values “stable”, as the market tends to correct an economic “bubble” or “crash”. As real estate is not liquid, it responds slower than changes in the stock market or other more liquid assets.

While residential real estate activity and statistics are available in many local multiple listing services, no such local market data is publicly available for commercial real estate/development land. Before analyzing the subject’s market and submarket, we will provide general regional data for the Southeast. Our market analysis will further refine the changes in market conditions over time.

The Moody’s/Real Estate Analytics, Inc. (REAL) [Commercial Property Index](#) (CPPI) was developed by the Massachusetts Institute of Technology’s (MIT) Center for Real

Estate and is based on Real Capital Analytics, Inc. (RCA) database and attempts to collect, on a timely basis, price information for every commercial property transaction in the U.S. over \$2,500,000 in value. One of the most extensive and intensively documented national databases of commercial property in the US, the index is published quarterly and provides a starting point for tracking market performance in the four major commercial market types: office, retail, industrial and apartment. Annual information is also provided for the Southern Region. The data is based on a “repeat-sales regression model” – the sale and resale of a specific property, with real estate academic modifications and enhancements. The current index indicates these trends for the National market for all property types and the Southern market for the subject property type. As shown in the following charts, commercial property prices peaked around the third quarter of 2007 and have declined since then until November of 2009 when the Moody’s/REAL CPPI showed a return of positive 1.0% for the all properties national index. The 2010 and 2011 results of the Moody’s/REAL CPPI were erratic with mild positive and negative movements with the positive movements since 2010.

Exhibit 5
Moody’s/RCA CPPI: Major Markets and Non-Major Markets Composites





MIT also produces a Transactions-Based Index (TBI) of Institutional Commercial Property Investment Performance, which measures market movements and total rates of return on investment based on transaction prices of properties from the NCREIF Index database. The NCREIF Property Index is published quarterly and includes office, retail, industrial, apartment and hotels. It is a measure of investment performance of a very large pool of individual commercial real estate properties (over 6,000 properties) acquired in the private market for investment purposes only. All properties in the NPI have been acquired, at least in part, on behalf of tax-exempt institutional investors – the great majority being pension funds. As such, all properties are held in a fiduciary environment. The Index reports these quarterly trends in the East Region, in which South Carolina is located, since 2005:

Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2005	4.24%	5.79%	4.32%	5.69%
2006	3.85%	3.72%	3.45%	5.67%
2007	3.7%	4.3%	4.03%	3.12%
2008	1.58%	.39%	-.01%	-9.7%
2009	-8.43%	-5.21%	-2.44%	-2.21%
2010	0.51%	4.43%	4.17%	5.30%
2011	3.61%	3.91%	2.98%	2.93%
2012	2.06%	2.41%	2.06%	2.20%
2013	2.09%	2.52%	2.09%	2.28%
2014	2.05%	2.30%	2.24%	2.45%
2015	2.99%	2.92%	2.64%	2.28%
2016	1.66%	1.73%	1.49%	1.36%

As shown above, the Index indicates relatively stable quarterly increases in property values from 2004 through 2007, with far smaller increases in the first three quarters of 2008 and steady declines since the fourth quarter of 2008 until the end of 2009. The market rebounded in each quarter since 2010 but a slowdown is evidenced since the 3rd quarter 2015.

The National Bureau of Economic Research on September 20, 2010 announced the June 2009 business cycle trough, marking the end of the 18-month long US recession. Real Gross Domestic Product and real Gross Domestic Income in the second quarter of 2010 was 3.1% higher than the same period for 2009, which marked the end of the falling economic activity and the beginning of the recovery phase in the business cycle. The Commercial Property Index shows that the real estate cycle corresponds to the end of the recession. For most property types the trough of the real estate cycle appears to have ended by the Third Quarter of 2009. We will show a 2% annual increase going forward.

The market analysis continues below.

MARKET ANALYSIS – INDUSTRIAL	
Subject Property	The subject is a 14,368 square foot office/warehouse building with about 21% typical office space.
Market Area	Columbia, South Carolina
Submarket	North Columbia
Demand	Steady growth in employment and manufacturing has further increased demand for industrial space. Each survey reports continued low vacancy and increasing rents with improving activity in industrial property sales and leasing is strong in response to continued improvement in the economy with manufacturing employment improving to pre-recession levels. Buyers are taking advantage of low interest rates and improved availability of capital to purchase existing properties where available. The vacancy rate in the North Columbia market according to Colliers was 7.7% in the Fourth Quarter of 2016, reflective of the overall vacancy rate of 7.4% for the Columbia MSA industrial market, down from 8.7% at the start of 2016. The annual absorption for 2016 was 1.7 million square feet.
Supply	<i>CoStar</i> reports eight industrial buildings listed for sale within a two mile radius of the subject property, ranging in asking price from \$17.25/SF for a 20,000 square foot vacant warehouse building, to \$125/SF for a small 1,800 square foot showroom warehouse built in 2003.
Demand Generators	The Columbia area’s central location provides easy access to the SC Inland Port in Greer in the upstate and Port of Charleston in the south, fueling South Carolina’s ranking of the 15 th largest exporter in the US in 2015. Increased sales volume will create increased demand. Increase in outside interest and expansion of existing tenants, further improvement in the economy. Single tenant net leased properties are in demand as they are not management intensive and are desirable if they are leased to credit tenants.
Investment Trends	Properties with long-term leases to credit tenants are still in demand. Smaller industrial buildings are typically purchased by owner/users. In stronger markets, developers are building speculative space in response to the low vacancy rate and increasing rents.
Conclusion	Supply and demand is in balance in the Columbia area now with a limited supply of large Class A industrial space. However, there is still an oversupply of older industrial properties.

NEIGHBORHOOD ANALYSIS

Within a community, there is a marked tendency toward the grouping of land uses. The areas devoted to these various uses are termed "physical neighborhoods". Neighborhood use in this context is further defined as follows:

"A portion of a larger community, or an entire community, in which there is a homogenous grouping of inhabitants, buildings or business enterprises. Inhabitants of a neighborhood usually have a more than casual community of interests and a similarity of economic level or cultural background. Neighborhood boundaries may consist of well defined, natural or man-made barriers or they may be, more or less, well defined by distinct change in land use or in the character of the inhabitants."



LOCATION/BOUNDARIES

The general subject neighborhood is located north of the Central Business District (CBD) of the City of Columbia and is bounded on the north by Camp Ground Road and Lorick Road, on the south and east by Elmwood Avenue, and on the west by the Broad River.

TRAFFIC ARTERIES / ACCESS

Access is provided by I-126 running in an north-south direction, connection the CBD with I-20 and the St. Andrews and Harbison area; I-20, running in an east-west direction, connecting the Lexington area to the west with the Columbia Northeast area to the east and I-77; and by I-277, providing access from the Columbia Northeast area to

the CBD. The neighborhood is served by a good network of other streets, including SC 215/Monticello Road and US 321 and US 21, North Main Street.

LAND USE PATTERNS

The land use pattern in the neighborhood is highway commercial along major traffic arteries with residential along secondary streets. Land uses along Wilson Blvd. include proximity to the subject when traveling north from Interstate 20 include:

- McDonald's
- Convenience stores
- Single story office building
- Shealy Industrial Park entrance
- Above and Beyond Plus Towing in former residence
- Subject Property
- Meadowlake Park
- Fresenius Kidney Care
- Meadowlake Subdivision entrance
- Manning Correctional Institution located adjacent to Meadowlake Park on Beckman Road
- Religious facilities

POPULATION

Selected neighborhood demographics in a one-, three-, and five mile radii from the subject were obtained from *Site To Do Business* and are shown in the tables as follows. We note that population and households are expected to increase slightly from 2016 to 2021 after declines from 2000 – 2010.

**POPULATION
BASED ON LOCATION OF SUBJECT PROPERTY**

	One Mile	Three Mile	Five Mile
2021 (Projected)	4,445	38,268	117,916
2016	4,343	36,862	112,675
2010	4,287	35,950	107,339
2000	5,206	38,408	111,259
% Annual Change 2016-21	0.47%	0.75%	0.91%
% Annual Change 2010-16	0.21%	0.40%	0.78%
% Annual Change 2000-10	-1.92%	-0.66%	-0.66%

**HOUSEHOLDS
BASED ON LOCATION OF SUBJECT PROPERTY**

	One Mile	Three Mile	Five Mile
2021 (Projected)	1,550	15,063	47,303
2016	1,518	14,550	45,279
2010	1,499	14,283	43,228
2000	1,521	14,213	42,944
% Annual Change 2016-21	0.42%	0.70%	0.88%
% Annual Change 2010-16	0.20%	0.30%	0.74%
% Annual Change 2000-10	-0.15%	0.05%	0.07%

INCOME

Based on the same demographic study from *The Site to Do Business* as shown above, we present the following income figures for Per Capita, Average Household, and Median Household for the year 2016 in a one, three, and five mile radius from the subject property. Income levels in the subject neighborhood are substantially less than national averages.

	One Mile	Three Mile	Five Mile	US
Per Capita Income	\$18,170	\$18,996	\$23,674	\$29,472
Average Household Income	\$51,035	\$47,663	\$57,252	\$77,008
Median Household Income	\$40,115	\$33,308	\$38,242	\$54,149

UTILITIES

All utilities are available in the neighborhood. The City of Columbia provides water service and sewer service to most properties. South Carolina Electric and Gas provides electricity and natural gas service. AT&T and various carriers provide telephone service.

ZONING

Zoning in the subject neighborhood varies and is complimented by a variety of land uses. Richland County and the City of Columbia have jurisdiction over their respective municipalities.

ENVIRONMENTAL CHARACTERISTICS

The primary environmental characteristics to consider are any nuisances or hazards as a result of the land use in the subject neighborhood. We noted no evident nuisances or hazards in the neighborhood. The topography of the land is basically level and is associated with the topography generally found in this region of the state. In our opinion, there were no environmental characteristics observed which would prove detrimental to development in the subject neighborhood. Please consult an environmental engineer who is qualified to ascertain the existence of hazardous materials as well as soil characteristics and suitability for development.

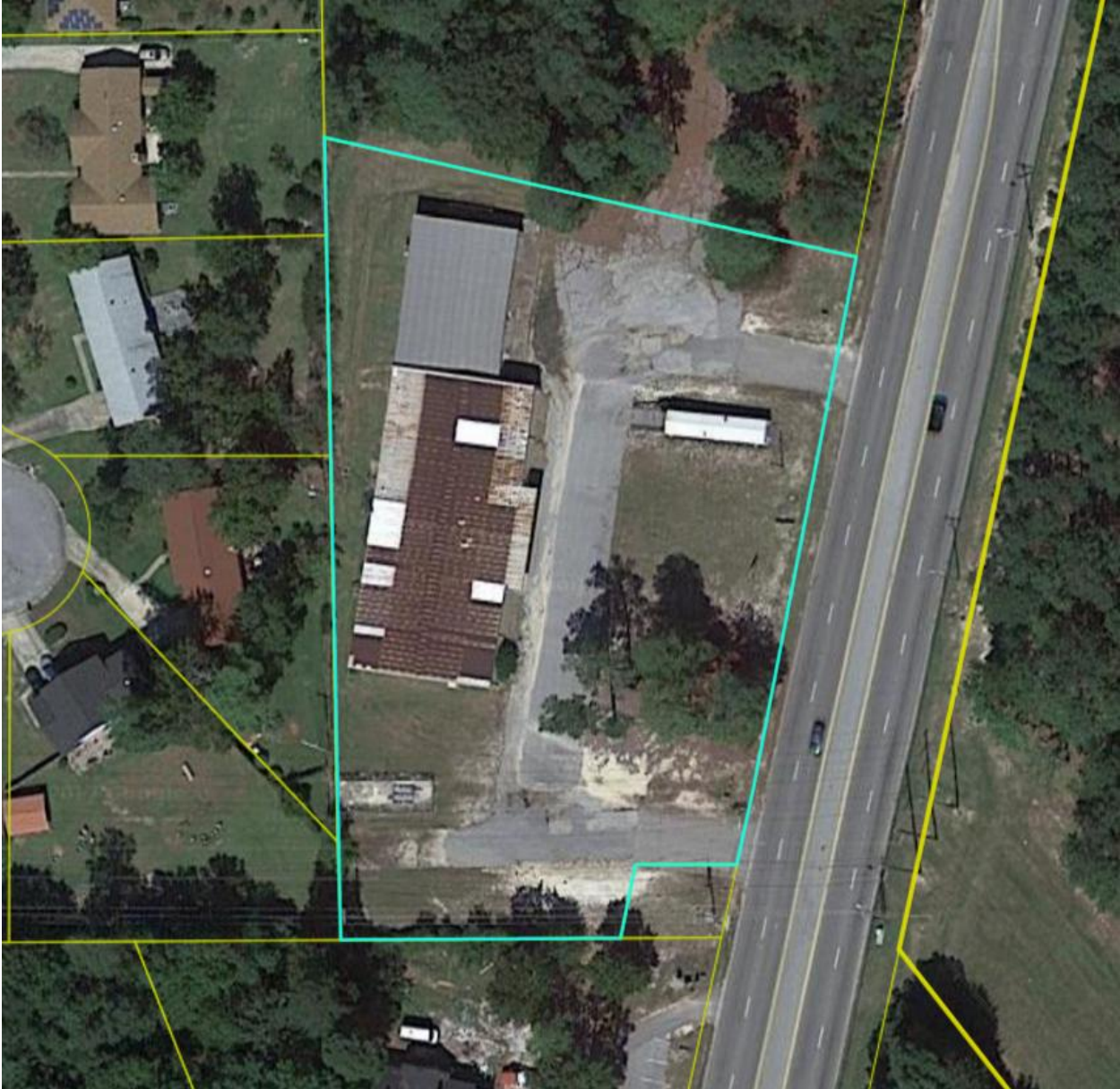
CONCLUSION

In conclusion, the subject is located in a convenient neighborhood with good access to linkages. Overall, land use patterns appear to support stable property values over the long term. Of the four life cycles of the neighborhood (growth, stability, decline and revitalization), the neighborhood is stable.

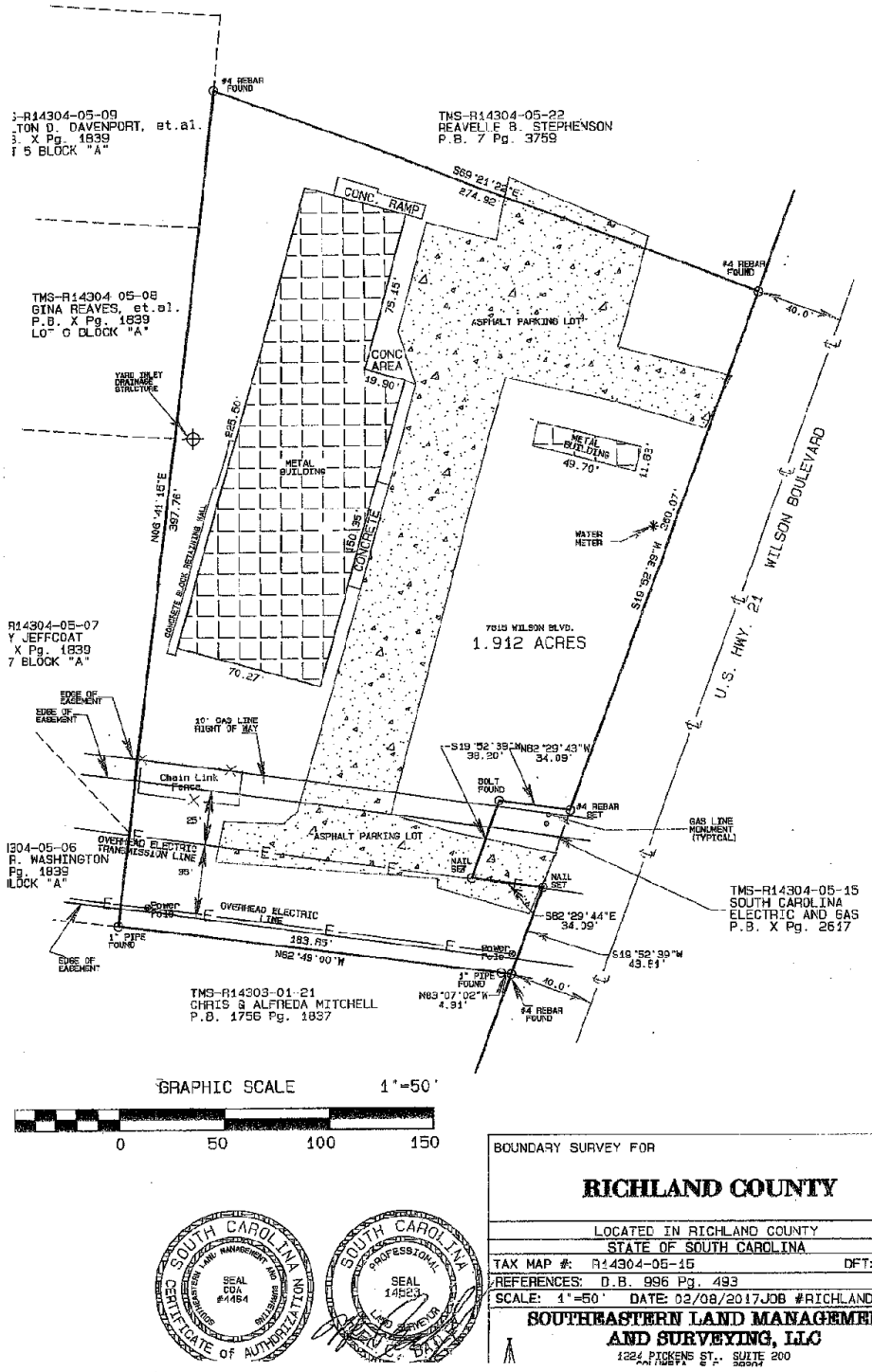
SITE ANALYSIS

Location	7615 Wilson Boulevard, Columbia, SC 29203
Dimensions	Numerous, please see plat
Size	1.912 acres or approximately 83,287 square feet
Shape	Almost trapezoidal
Frontage	The subject has abundant frontage along Wilson Boulevard/U.S. Highway 21, a four lane asphalt paved road with center turn lane.
Access	The subject site has two curb cuts to Wilson Boulevard.
Flood Zone	The property is not in a special flood hazard area per FIRM Map 45079C0255H, dated September 29, 2010.
Topography	The subject site is generally level and at road grade with Wilson Boulevard.
Utilities	Public water, sewer, and electric service are available to the site.
Traffic Counts	16,200 VPD (Vehicles Per Day) in 2015 along Wilson Boulevard just north of the subject site.
Easements	We were not provided with a Certificate of Title. Typical utility easements are assumed to exist. A gas pipeline and the Highway 21 North Regulating Station and overhead power lines are present on the subject site across its southern portion. Please consult your attorney to ascertain legal encumbrances.
Environmental	We have not been furnished with any environmental information. Appraisers are generally not qualified to detect such conditions other than those readily visible. A search of the EPA EnviroMapper website revealed a few sites in the subject neighborhood required to report to the EPA. Please consult a qualified environmental engineer.
Conclusion	The subject site is well-located on Wilson Boulevard in the North Columbia area with access to all utilities.

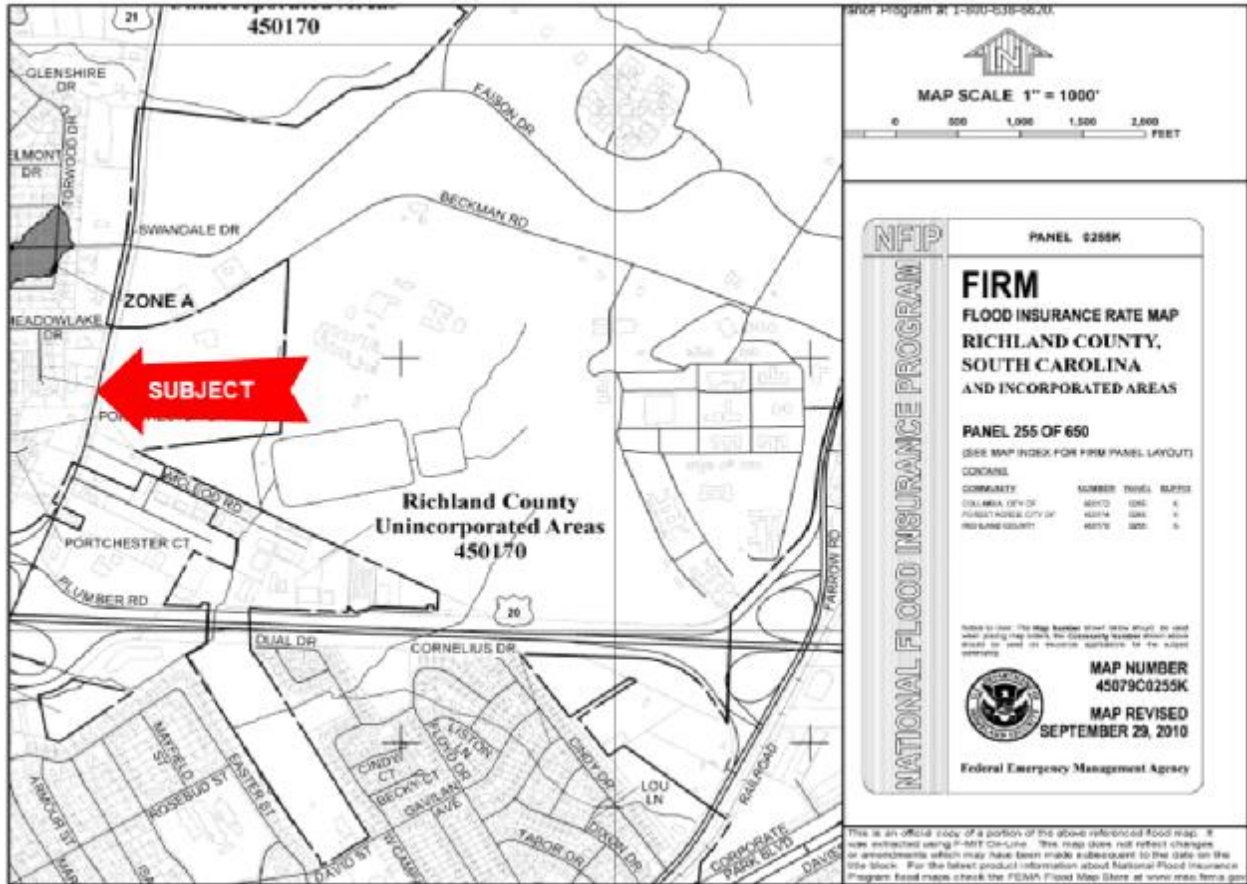
AERIAL TAX MAP



SURVEY



FLOOD MAP



IMPROVEMENTS ANALYSIS

The subject is a 14,368 square foot office/warehouse building. The main office space of 3,017 square feet (21%) is typically finished for office industrial space of the subject's age, and has a lobby/reception area, men's and women's restrooms, a work room and a number of offices. A former lunchroom at the front of the building, a finished open space at the rear, men's and women's restrooms located in the warehouse area, and a large open office area on the southern side of the building are all considered secondary office space due to their relative lack of typical office finish, and total 4,384 square feet (31%). The remainder of the building is warehouse space and totals 6,967 square feet (48%).

A 49.7' x 11.63' temporary metal building located along the eastern side of the property fronting Wilson Boulevard is personal property and is not appraised.

A description of the improvements and outline specifications follow.

OUTLINE SPECIFICATIONS	
Size/Square Feet	14,368 square feet
Marshall Valuation Service Construction	Average, Class S Storage Warehouse
Foundation	Concrete block and concrete slab
Roof	Metal
Exterior Walls	Metal
Framing	Steel frame
Heating/Air Conditioning	The building is 100% heated and cooled; however, the condition of the units is unknown.
Electricity	Unknown.
Building Height	16' center height and a 14' eave height in most of the building; 12' center height and a 11.2' eave height in the smaller portion of the warehouse.
Interior Finish	The warehouse space has a sealed concrete floor, exposed steel frame with insulation and fluorescent lighting. The main office area has commercial grade carpeting in the offices and work room with vinyl composition tile in the lobby and restrooms, a mixture of paneled walls and painted sheetrock walls, acoustical tile ceilings with recessed fluorescent lighting. Secondary office space has a mixture of vinyl composition tile flooring and commercial grade carpeting, acoustical tile ceilings with recessed fluorescent lighting, and beadboard walls or paneled walls.
Year Built	1972
Actual Age/ Effective Age	45 years/25 years
Total Economic Life	45 years

Remaining Economic Life	20 years 'as is'
Condition/Deferred Maintenance	The improvements are in fair to average condition 'as is'. Evidence of roof leaks are evident. Insulation, ceiling tiles, and some of the flooring are subsequently damaged in some areas. This appraisal assumes that the roof is in need of complete replacement. The parking lot is cracked and in need of repair and re-striping.
Functional Utility	Average for a building of its age; however, the main office space is somewhat meandering and the secondary office space is atypical for office/warehouse use.
Site Improvements	Asphalt paved parking lot, minimal landscaping in the form of grassing, shrubs, and trees. Parking and a driveway is located under the overhead power line and gas line easement area.
Land to Building Ratio	5.80 to 1 based on a site size of 1.912 acres (83,287 square feet) and an improvement size of 14,368 square feet.
Floor Area Ratio	0.173 meaning that 17.3% of the site is covered with building.
Conclusion	The subject is an average quality warehouse building in fair to average condition.

PHOTOGRAPHS



Wilson Boulevard, Subject on Left



Wilson Boulevard, Subject on Right



Exterior - Front/Side



Exterior - Front, Alternate View



Exterior - Rear



Exterior - Side

PHOTOGRAPHS



Lobby



Office



Office space



Secondary office space



Secondary office space



Former lunch room

PHOTOGRAPHS



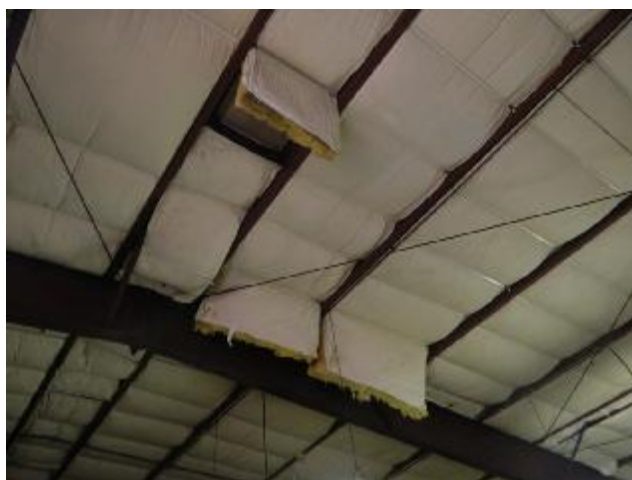
Warehouse



Warehouse



Restroom



Deferred Maintenance



Deferred Maintenance



Deferred Maintenance

ASSESSED VALUATION AND TAXES

In 2007, South Carolina's real property tax laws changed dramatically under Act 388, South Carolina's Real Property Valuation Reform Act. Basically, the act requires that all properties for which an Assessable Transfer of Interest (commonly known as "ATI") has occurred must now be placed on the tax rolls at an assessed value that considers the property transfer. The new ATI law is therefore also referred to as "Point of Sale".

Under current and former South Carolina law, counties must revalue real property every five years. The value of a property may not be increased more than 15% when revaluation occurs, unless the property has sold or is otherwise transferred. *Assessable transfers of interest* (ATI's) include:

- Deeds
- Land contracts
- Conveyance to trusts (except for beneficiaries)
- Distribution from trusts (except for beneficiaries)
- Conveyance by distribution under a will except for spouses
- Leases with terms of over 20 years or leases (including renewals) that have a 'bargain' purchase option
- Corporate, partnership, LLC, sole proprietorship transfers of over 50% of the entity within a 25-year period
- Change of use of agricultural property subject to rollback
- Change of use of property as a result of a zoning change
- The passage of 20 years for property owned by publicly held entities
- Conveyances of life estate interests

Between 2007 and 2011, the tax reform law led to consternation among investors and some sales did not close once buyers were informed of the increased tax costs upon sale. If taxes are passed through to tenants, rents can also increase dramatically. Some tenants moved out as a result.

Now that the market is becoming more cognizant of the tax law and its impact on value, developers are aware that when projects are appraised for financing, the appraisal is based on the new tax amount.

In 2011, the SC Legislature passed a reform to Act 388 that reversed some of the negative effects of ATI tax reform on commercial property values. The new taxable value for commercial property is now based on a 25% exemption off the assessor's fair market value at the point of sale, but this new taxable value may not be less than the fair market value determined by the most recent assessment prior to the sale. The

exemption must be applied for by January 30st in the year following the tax year in which the property sold.

Appraisers know this: the definition of Market Value is based on a sale of the subject property on the effective date of the appraisal that assumes a willing buyer and seller who are both well-advised and knowledgeable about the transaction. Therefore, for commercial real estate appraisals, taxes are based on the appraiser's opinion of Market Value, not necessarily the sales price of a property, and not necessarily the current tax appraised value, regardless of whether or not a property will sell.

In South Carolina, real estate taxes are levied by each county. Commercial properties are assessed at 6% of market value. The result is the properties assessed value. Millage rates apply for each district and are applicable per \$1,000 of property value. Some counties also participate in a Local Option Sales Tax (LOST) program, for which a credit applies to each properties taxes. The LOST tax credit is applied to the tax appraised value (not the assessed value) to calculate the LOST tax credit. Municipal taxes are also charged, if the property is located in an incorporated area.

The subject's taxes are calculated below. The subject was tax exempt and will continue to be tax exempt should the contractual buyer purchase the property. However, we will show the 2016 taxes based on the Assessor's 2016 tax appraised value and the millage rate and LOST Tax Credit factor for the subject's district, 1UR. We will also show the forward year taxes based on our opinion of value and a 3% increase in the millage rate, assuming a typical buyer in this market would be a taxable entity. If owned by a taxable entity, the tax appraised value should be appealed as it is above our opinion of market value.

2016 TAXES BASED ON CURRENT TAX APPRAISED VALUE

Tax Map #	Land Value	Building Value	Total Value	Taxable Value	Assessed Value	Millage Rate	Taxes	LOST Tax Credit	LOST Tax Credit	Net Taxes
R14304-05-15	\$161,200	\$382,600	\$543,800	\$543,800	\$32,630	0.4608	\$15,035.90	0.001478	(\$803.74)	\$14,232.17
Total			\$543,800	\$543,800	\$32,630		\$15,035.90		(\$803.74)	\$14,232.17

FORWARD YEAR TAXES BASED ON MARKET VALUE OPINION

Tax Map #	Land Value	Building Value	Total Value	Taxable Value	Assessed Value	Millage Rate	Taxes	LOST Tax Credit	LOST Tax Credit	Net Taxes
R14304-05-15	N/A	N/A	\$435,000	\$435,000	\$26,100	0.474624	\$12,387.69	0.001478	(\$642.93)	\$11,744.76
Total			\$435,000	\$435,000	\$26,100		\$12,387.69		(\$642.93)	\$11,744.76

ZONING AND LEGAL CONSTRAINTS																			
Zoning Classification & Intended Use	GC-General Commercial, “This district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office, and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics.”																		
Zoning Authority	Richland County																		
Permitted Uses	<p>Permitted principal uses include:</p> <ul style="list-style-type: none"> ➤ Offices, professional offices ➤ Hotels and motels ➤ Convenience stores (with and without gasoline pumps) ➤ Drug stores and pharmacies ➤ Medical offices ➤ Sit down restaurants and drinking establishments ➤ General retail ➤ Banks ➤ Religious facilities ➤ Institutional Use such as police and fire stations ➤ Car, light truck and truck washes ➤ Various other commercial uses <p>Warehouses (general storage, enclosed) are permitted with Special Requirements in the General Commercial District, which appear to apply only to accessory uses.</p>																		
Yard Requirements-Set Backs	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Minimum Lot Size</td> <td>None</td> </tr> <tr> <td>Minimum Lot Width</td> <td>None</td> </tr> <tr> <td>Front</td> <td>25’</td> </tr> <tr> <td>Side</td> <td>None</td> </tr> <tr> <td>Rear</td> <td>10’</td> </tr> <tr> <td>Height</td> <td>45’ maximum (3 stories or less)</td> </tr> <tr> <td>Density</td> <td>16 units per acre maximum</td> </tr> <tr> <td>Landscape</td> <td>Standards apply</td> </tr> <tr> <td>Bufferyards</td> <td>Standards apply</td> </tr> </table>	Minimum Lot Size	None	Minimum Lot Width	None	Front	25’	Side	None	Rear	10’	Height	45’ maximum (3 stories or less)	Density	16 units per acre maximum	Landscape	Standards apply	Bufferyards	Standards apply
Minimum Lot Size	None																		
Minimum Lot Width	None																		
Front	25’																		
Side	None																		
Rear	10’																		
Height	45’ maximum (3 stories or less)																		
Density	16 units per acre maximum																		
Landscape	Standards apply																		
Bufferyards	Standards apply																		
Parking	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Use</th> <th style="text-align: center;">Minimum Parking Required</th> </tr> </thead> <tbody> <tr> <td>Car washes</td> <td>1 space per 400 square feet (SF) gross floor area, plus one per employee</td> </tr> <tr> <td>Hotels, motels</td> <td>1 per room plus 1 per 400 SF public meeting and restaurant space</td> </tr> <tr> <td>Offices</td> <td>1 per 125 SF gross floor area</td> </tr> <tr> <td>Medical offices</td> <td>1 per 200 SF gross floor area</td> </tr> <tr> <td>Restaurant</td> <td>1 per 2 seats plus 1 per employee on shift of greatest employment</td> </tr> </tbody> </table>	Use	Minimum Parking Required	Car washes	1 space per 400 square feet (SF) gross floor area, plus one per employee	Hotels, motels	1 per room plus 1 per 400 SF public meeting and restaurant space	Offices	1 per 125 SF gross floor area	Medical offices	1 per 200 SF gross floor area	Restaurant	1 per 2 seats plus 1 per employee on shift of greatest employment						
Use	Minimum Parking Required																		
Car washes	1 space per 400 square feet (SF) gross floor area, plus one per employee																		
Hotels, motels	1 per room plus 1 per 400 SF public meeting and restaurant space																		
Offices	1 per 125 SF gross floor area																		
Medical offices	1 per 200 SF gross floor area																		
Restaurant	1 per 2 seats plus 1 per employee on shift of greatest employment																		

	Retail	1 per 250 SF gross floor area
Legal Constraints	We have not been furnished with a Certificate of Title and are unaware of any deed restrictions. We discovered one typical utility easement during the course of our research. Please consult your attorney and the Certificate of Title for a complete list of exceptions to title.	
Conclusion	The subject is improved with an office warehouse building that was constructed in 1972. The subject is therefore assumed to be a legally nonconforming use. The following excerpts from the Richland County code of ordinances applies to legally nonconforming uses.	

Sec. 26-256. Nonconforming uses of structures.

(a) **General.** A nonconforming use of a structure is a use that was lawfully created in a structure prior to the effective date of this chapter, or any amendment thereto, and which would not be permitted by this chapter in the zoning district in which it is located.

(b) **Standards.** A legally established nonconforming use of a structure may be continued subject to the following limitations:

(1) When a nonconforming use of a structure has been changed to a conforming use, it shall not thereafter be used for any nonconforming use.

(2) A nonconforming use of a structure may be converted to another nonconforming use if the board of zoning appeals finds that the new use is more in character with the uses permitted in the zoning district in which the property is located and grants a special exception. In granting such a change, the board may require appropriate conditions and safeguards in accordance with the purposes of this chapter.

(3) A nonconforming use of a structure may be enlarged or extended only into portions of the structure that existed at the time that the use became nonconforming. No structural alterations will be allowed to any structure containing a nonconforming use except:

- a. Where such alteration does not enlarge the structure.
- b. Where such alteration is required by law or by an order from the county building inspector, fire marshal, or zoning administrator to ensure the safety of the structure.
- c. Where such alteration is of a residential structure as set forth in subsection (4) below.

(4) Nonconforming existing residential structures in either commercial or industrial districts may be enlarged, extended, or structurally altered, provided that no additional dwelling units result from such enlargement, extension, or alteration. Any such enlargement, extension, or alteration shall comply with the dimensional or area requirements of the Residential, Single-Family, High Density District.

(5) When any nonconforming use of a structure is discontinued for a period in excess of twelve (12) months, any future use of the land shall be limited to those uses permitted in the district in which the structure is located.

(Ord. No. 074-04HR, § V, 11-9-04)

Sec. 26-258. Maintenance and nonconformities.

(a) **Maintenance and required alterations or remodeling.** In the interest of public safety and health, structural alterations or remodeling of nonconforming structures or conforming structures on nonconforming lots that are required by any public law, and so ordered by a public officer in authority, shall be permitted. Routine maintenance shall also be permitted for nonconforming situations so long as no expansion of the nonconformity occurs as a result of the maintenance.

(b) **Repair/reconstruction of damaged structures.** Any nonconforming use that has been damaged by fire, wind, flood, or other casualty may be repaired and used as before, provided that such repair and reconstruction shall be accomplished:

- (1) Without any increase in structural dimensions or area devoted to the nonconforming use.

(2) Without any change in location except to provide greater conformance with the requirements of this chapter.

(3) With initiation of the repairs/reconstruction within twenty-four (24) months of the damage.

(4) With completion of the repairs/reconstruction within three (3) years of the damage.

(Ord. No. 074-04HR, § V, 11-9-04)

HIGHEST AND BEST USE

Highest and Best Use is defined as, “The reasonably probable use of property that results in the highest value.”⁶ Highest and Best Use actually involves two separate studies: analysis of the site as though vacant and ready to be put to its Highest and Best Use, and analysis of the property as it is presently improved. Highest and Best Use is a crucial determinant of value in the market and helps in measuring the comparability between recent similar property sales and the subject property. It is the foundation of the valuation process and relies on the prerequisite factors of value: utility, desire, scarcity, and effective purchasing power. Utility is a use that satisfies basic human need. Desire is the use that creates the purchaser’s wish for the property. Scarcity occurs when enough participants compete for a property, while effective purchasing power requires that enough participants have the means to purchase a property.

In Highest and Best Use analysis, an appraiser must carefully consider prevailing market conditions and trends and the relationship between the supply of and demand for both the site, if it were vacant, as well as the site, as presently improved. Highest and Best Use must satisfy four tests.

- Is the use:
- A. Legally Permissible?
 - B. Physically Possible?
 - C. Financially Feasible?
 - D. Will that use produce the maximum productivity?

Highest and Best Use is shaped by competitive forces in the market and sets the stage for the analysis in the three approaches to value. The Highest and Best Use of the site as though vacant will be studied first. In doing so, it is assumed that the parcel of land in question has no improvements.

Highest and Best Use As If Vacant

If the land were vacant, what improvement will create the most value? All four tests of Highest and Best Use are first applied to the site, as though vacant.

Legally Permissible – Zoning regulations, deed and subdivision regulations can limit the use to which a vacant site can be developed. The subject site is zoned GC, General Commercial. Many uses are permitted including retail, restaurant, office, and some service uses.

Physically Possible – The subject site is 1.912 acres (83,287 square feet) and has a good shape with abundant frontage along Wilson Boulevard, a U.S. highway. All utilities are

⁶ The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, Chicago, 2015, p. 109.

in place and the site can physically accommodate numerous uses and provide adequate room for off street parking.

Financially Feasible – The feasibility of a development depends primarily upon the demand for that use. Proximate uses include a mixture of commercial, industrial, institutional and service uses. Of these uses, considering the legally permissible uses, the most financially feasible use of the property would be for commercial use.

Maximally Productive – Of all the financially feasible uses, development with a commercial use is the most maximally productive use of the site as though vacant.

Conclusion – The highest and best use of the subject site is for commercial use. This use is legally permissible, physically possible, and financially feasible and provides the highest net dollar return to the land.

Highest and Best Use As Improved

The Highest and Best Use analysis of the proposed improvements pertains to their quality and quantity in relation to the market demand and supply. This analysis focuses on whether the existing improvement should be renovated, expanded, partly demolished, replaced with a different type or intensity of use, or maintained “as is”. The same four tests of Highest and Best Use apply to the site, as currently improved and focuses on the contrast between the ideal improvement for the site, and the one that currently exists.

The subject is improved with a 14,368 square foot industrial building in fair to average condition.

Legally Permissible – This appears to be a legally conforming use, as warehouses are only permitted with special requirements in the General Commercial district.

Physically Possible – The subject has a land to building ratio of 5.80 to 1, typical of office warehouse uses. Future expansion of the building may be physically possible but is not likely.

Financially Feasible – The building contributes to the value of the site, so demolition is not desirable. The most financially feasible use for the subject is therefore to retain the existing building “as is” and correct deferred maintenance items.

Maximally Productive – The most maximally productive use for the property as improved is for its current use, with correction of deferred maintenance items and cosmetic upfit to create occupancy.

Conclusion – The Highest and Best Use of the subject property is for its existing use with correction of deferred maintenance items.

EXPOSURE AND MARKETING TIME

Our exposure time analysis will focus on the estimated time the subject property would have been offered on the market prior to a sale. We are required to identify the exposure time that is linked to the Market Value conclusion. Unlike “marketing time”, exposure time immediately precedes the effective date of the appraisal. Exposure time is defined as follows:

The “estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal...Exposure time is a retrospective estimate based upon an analysis of past events assuming a competitive and open market.”⁷

Exposure time is therefore always presumed to have occurred prior to the effective date of the appraisal. Exposure time varies according to the type of property being appraised and the market conditions in effect at the effective date of the appraisal. Exposure time incorporates adequate, sufficient, and reasonable time as well as adequate, sufficient and reasonable effort. Exposure time is typically derived by 1) studying statistical information regarding days on the market prior to sale, 2) information gathered through sales verification, 3) interviews of market participants. Anticipated changes in market conditions, particularly with regard to supply and demand, should be considered. Investor surveys can be used to substantiate the exposure time conclusion but are typically pertain to national markets and may not be appropriate to the market under study.

Sales retained in our files have exposure times of one month to two years. Exposure time of less than twelve months is appropriate for the subject property, assuming an appropriate list price and active marketing. Marketing time, which occurs after the effective date of the appraisal, is based current and projected market activity. A marketing time of less than twelve months is also appropriate for the improved property if appropriately priced and actively marketed.

⁷*Uniform Standards of Professional Appraisal Practice* (Washington D.C.: The Appraisal Foundation, 2016-2017), p U-2.

APPROACHES TO VALUE

The appraisal of real estate relies heavily on these three approaches to value, which are referred to as the Cost Approach, Sales Comparison Approach (sometimes called Market Approach), and the Income Capitalization Approach. The reliability of the value opinion is largely dependent upon the quantity and quality of available data as well as the number of approaches to value considered in the appraisal process. The market for the property type appraised determines which approach is used to form an opinion of value.

For improved properties, the Cost Approach begins with an opinion of the value of the site as if it were vacant and utilized to its Highest and Best Use. Added to this figure is the cost to replace the subject improvement at current construction prices less any accrued depreciation. The Cost Approach is based on the assumption that an informed purchaser would pay no more for a property than the cost of producing a substitute property with the same utility. This approach is meaningful for improvements that are new or almost new, and is less meaningful for an older property.

The Sales Comparison Approach directly compares recent sales of similar properties to the total subject property. Whether vacant land or improved, the sales are compared directly to the subject on a per unit (acre, square foot, etc.) basis. An alternative technique is to compare other sales directly to the subject on the relationship of gross or net income to sales price. This approach closely duplicates the choices available to buyers in the market at the time of the appraisal and assumes that an informed purchaser will pay no more for a property than the cost of acquiring an existing, or substitute property with the same utility.

The Income Capitalization Approach looks at property value through the eyes of a typical investor. In this approach, typical net rental income and its relationship to sales price is analyzed by using a capitalization process, either by a capitalization rate that represents the ratio of sales price to net rental income obtained, or by a yield rate that represents the ratio of the investor's equity yield to value. Market data produces economic rent, vacancy and expense levels to calculate net operating income, as well as the capitalization rate or yield rate that is used to convert net income into a final opinion of value.

The final step in the valuation process is to reconcile the opinions of value indicated by the three approaches into a final opinion of value. The greatest weight is given the approach to value that more nearly represents the actions of the typical purchaser in the market. The Sales Comparison Approach and Income Capitalization Approach have been used in this appraisal. The Cost Approach is omitted due to the building's age.

SALES COMPARISON APPROACH

In the Sales Comparison Approach, recent sales of similar properties are compared directly to the subject, with adjustments made to reflect differences between each sale and the property being appraised. Although data comparisons are made in all other approaches to value, they are generally less direct.

Since comparisons are the heart of an appraisal, this approach is the best known and most easily understood by the general public as purchase decisions often come from comparing like properties available for sale. A thorough and careful analysis of the comparable data must be made to avoid misrepresentation of market transactions and to insure that no unusual or adverse conditions are present that may have affected the sales price. The major premise of this approach is that the value of a property is directly related to the sales prices of other comparable, substitute properties in the market. Substitution, demand and supply all influence this approach, as price or value tends to increase as the demand for a property increases, and drop if there is an overabundance of properties available for sale on the market at any given time.

This approach therefore focuses on the similarities and differences between the comparable sales and the subject property. Adjustments are made for the differences noted, i.e. a difference in property rights purchased and appraised, buyer and seller motivation, financing and market conditions, as well as physical characteristics such as size, location, and other physical features.

The following improved sales and listings are the most comparable of all the sales and listings analyzed. A Location Map will follow the sales profiles, and then a Sales Chart followed with an explanation of the adjustments and conclusion.

Pending Improved Sale No. 1**Property Identification**

Record ID 2046
Property Type Industrial, Warehouse - Office/Warehouse
Property Name Office Warehouse
Address 7615 Wilson Blvd., Columbia, Richland County, South Carolina
 29203
Tax ID R14304-05-15
MSA Columbia
Market Type Suburban

Sale Data

Grantor Babcock Center, Inc.
Grantee Richland County, South Carolina
Closing Date February 01, 2017
Property Rights Fee Simple
Sale History Owned by Seller since 1990
Verification Rusty DePass, Listing Broker; January 18, 2017; Preston Young,
 Buyer Broker, January 18, 2017; Other sources: Contract, site
 visit, property records, Confirmed by Jessica Tripp

Contract Price \$435,000
Cash Equivalent \$435,000
Upward Adjustment \$62,000 Roof replacement
Adjusted Price \$497,000

Land Data

Land Size 1.850 Acres or 80,586 SF
Zoning GC, General Commercial
Topography Level at street grade, slopes to rear
Utilities All

General Physical Data

Building Type Single Tenant
SF 14,368

Area Breakdown

Main Office	3,017	21%
Secondary Office	4,384	31%

Pending Improved Sale No. 1 (Cont.)

Warehouse 6,967 48%

Construction Type Steel frame, metal exterior walls
Roof Type Metal
Foundation Slab & concrete block mix
HVAC 100% HVAC
Floor Height 12'-16'
Year Built 1972
Condition Fair to average

Indicators

Sale Price/ SF \$30.28 Actual or \$34.59 Adjusted
Floor Area Ratio 0.18
Land to Building Ratio 5.61:1

Remarks

This office/warehouse was most formerly North Main Flea Market and is under contract to be purchased by Richland County and used as the Upper Township Magistrate's Office. The contract price is adjusted upward for our estimated cost of roof replacement, which will be incurred by the buyer. Secondary office space has inferior quality finish, so this building effectively has 21% of typical office space.

Improved Sale No. 2**Property Identification**

Record ID 2022
Property Type Industrial, Office Showroom
Property Name Former Grahl Electric
Address 700 Meeting Street, West Columbia, Lexington County, South Carolina 29169
Tax ID 004658-16-004

Sale Data

Grantor Kames M. Grahl
Grantee Secure Holdings, LLC
Sale Date September 08, 2016
Deed Book/Page 18657/170
Property Rights Fee simple
Conditions of Sale Market
Financing Cash to seller
Verification Other sources: CoStar, site visit, public records, Confirmed by Charlene Frye

Sale Price \$495,000
Cash Equivalent \$495,000

Land Data

Land Size 0.666 Acres or 29,000 SF
Zoning C-2, General Commercial
Topography Generally level
Utilities All available
Shape Rectangular
Flood Info No, Zone X

General Physical Data

Building Type Single Tenant
SF 12,235

Improved Sale No. 2 (Cont.)

Area Breakdown	Office	1,288	(11%)
	Warehouse	10,947	(89%)

Construction Type	Metal Siding
Roof Type	Insulated metal
Foundation	Concrete slab
Electrical	Adequate
HVAC	Office
Floor Height	12'-21'
Year Built	1970
Condition	Average

Indicators

Sale Price/ SF	\$40.46
Floor Area Ratio	0.42
Land to Building Ratio	2.37:1

Remarks
 This former owner occupied building is located in close proximity to downtown Columbia.

Improved Sale No. 3**Property Identification**

Record ID 1976
Property Type Industrial
Address 1554 Old Dairy Road, Columbia, Richland County, South Carolina 29201
Tax ID R11112-01-04

Sale Data

Grantor ODR Warehouse, LLC
Grantee Davis and Reed, LLC
Sale Date May 17, 2016
Deed Book/Page 2114/2053
Property Rights Fee Simple
Marketing Time 230 Days
Conditions of Sale Market
Financing Cash to seller
Verification Ben Brantley w/CBRE; Other sources: Public Records, Costar, Confirmed by Charlene Frye

Sale Price \$540,000
Cash Equivalent \$540,000

Land Data

Land Size 1.590 Acres or 69,260 SF
Zoning M-1, Light Industrial
Topography Generally level
Utilities All available
Flood Info No Zone X

General Physical Data

Building Type Single Tenant
SF 21,000

Area Breakdown

Office	2,200	(10%)
Warehouse	18,800	(90%)

Improved Sale No. 3 (Cont.)

Construction Type	Metal siding
Roof Type	Insulated metal
Foundation	Concrete slab
Electrical	Adequate
HVAC	Office
Floor Height	20'
Year Built	1985
Condition	Average

Indicators

Sale Price/ SF	\$25.71
Floor Area Ratio	0.30
Land to Building Ratio	3.3:1

Remarks

This building was available for lease for \$3.95 per square foot.

Improved Sale No. 4**Property Identification**

Record ID 1837
Property Type Industrial, Warehouse - Office/Warehouse
Property Name Office Warehouse
Address 1141 Silstar Road, West Columbia, Lexington County, South Carolina 29170
Tax ID 005699-05-016
MSA Columbia
Market Type Suburban

Sale Data

Grantor George M. Crowe
Grantee Cook Real Estate Investments, LLC
Sale Date September 30, 2016
Deed Book/Page 18714/122
Recorded Plat 13233/258
Property Rights Fee Simple
Marketing Time 250 Days
Conditions of Sale Market
Financing Cash to seller
Sale History None in last 5 years
Verification Woody Sharpe; Other sources: CoStar, LoopNet, inspection, property records, Confirmed by Charlene Frye

Sale Price \$900,000
Cash Equivalent \$900,000

Land Data

Land Size 2.179 Acres or 94,917 SF
Zoning C-1, City of Springdale, General Commercial
Topography Level
Utilities All
Flood Info No, Zone X

Improved Sale No. 4 (Cont.)**General Physical Data**

Building Type	Single Tenant		
SF	24,000		
Area Breakdown	Office	4,000	17%
	Warehouse	20,000	83%
Construction Type	Metal		
Roof Type	Metal		
Foundation	Slab		
HVAC	Office only		
Floor Height	22'		
Year Built	1988		
Condition	Good		

Indicators

Sale Price/ SF	\$37.50
Floor Area Ratio	0.25
Land to Building Ratio	3.96:1

Remarks

This building has four dock level doors and one drive-in door. It was also being offered for lease at \$4.50/SF NNN.

Improved Sale No. 5**Property Identification**

Record ID 1835
Property Type Industrial, Warehouse - Office/Warehouse
Property Name Office Warehouse
Address 1147 First Street South, Columbia, Richland County, City of Columbia, South Carolina 29209
Tax ID R13511-02-04
MSA Columbia
Market Type Suburban

Sale Data

Grantor Lakeland West Capital XVII, LLC
Grantee E & A Real Estate, LLC
Sale Date June 10, 2016
Recorded Plat 1093/2863
Property Rights Fee Simple
Conditions of Sale REO Sale
Sale History Foreclosure Deed 3/18/2016
Verification William Durham, Broker; 803.429.2909, May 03, 2016; Other sources: Contract, site visit, property records, site plan, plat, Confirmed by Deborah Tripp, MAI, SRA

Sale Price \$620,000
Cash Equivalent \$620,000

Land Data

Land Size 1.680 Acres or 73,181 SF
Zoning M-1, Light Industrial
Topography Level
Utilities All

Improved Sale No. 5 (Cont.)

Shape Rectangular
Flood Info Zone X

General Physical Data

Building Type Single Tenant
SF 15,402

Area Breakdown

Office	2,770	18%
Warehouse	12,632	82%

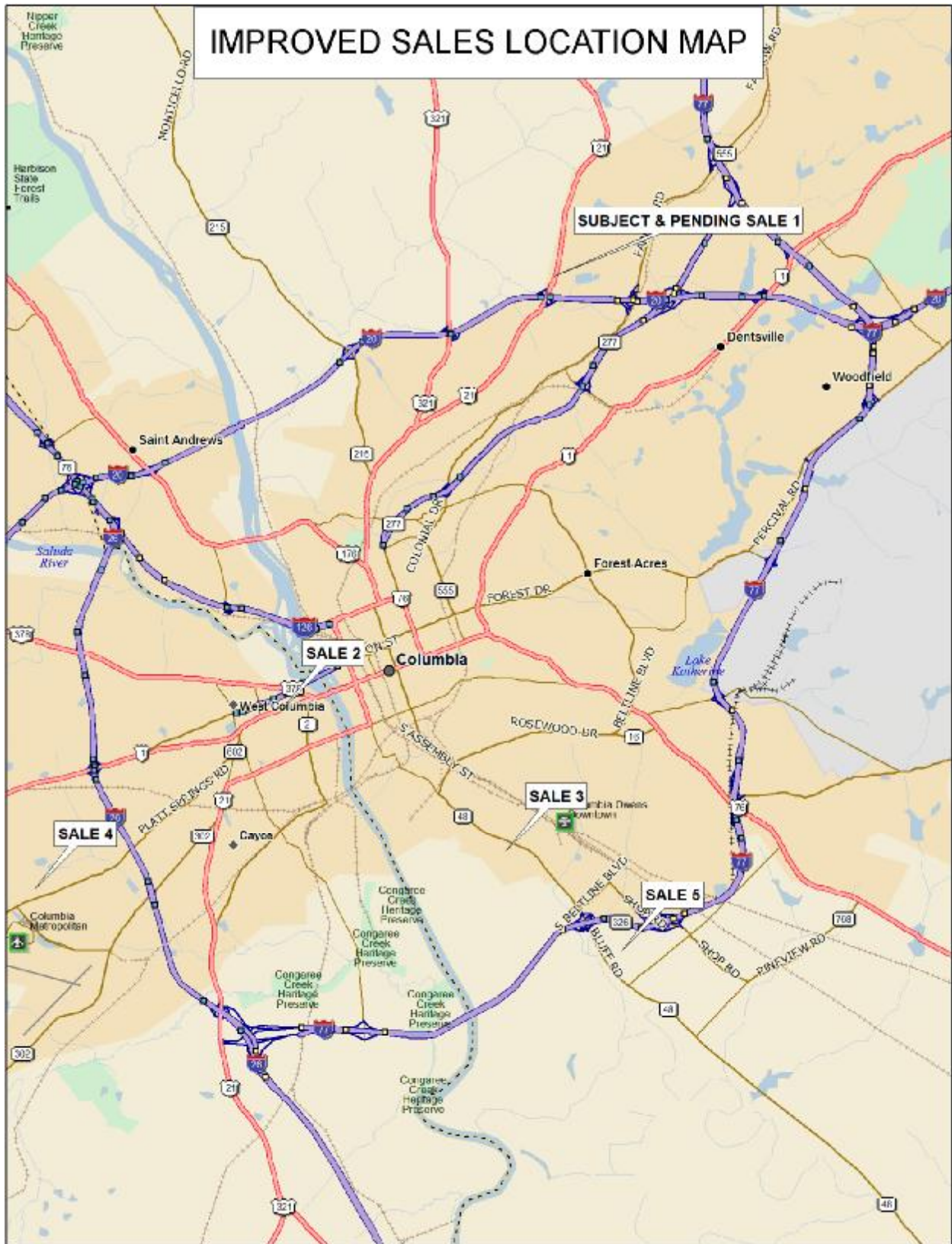
Construction Type Steel frame, metal panels
Roof Type Metal
Foundation Slab
HVAC 100% HVAC
Floor Height 16' center
Year Built 2006
Condition Good

Indicators

Sale Price/ SF \$40.25
Floor Area Ratio 0.21
Land to Building Ratio 4.75:1

Remarks

This was a slightly below market sale, as it sold out of foreclosure.



IMPROVED SALES SUMMARY AND ADJUSTMENT CHART						
	Subject	Sale 1 - SUBJECT	Sale 2	Sale 3	Sale 4	Sale 5
Location	7615 Wilson Blvd.	7615 Wilson Blvd.	700 Meeting Street	1554 Old Dairy Road	1141 Silstar Road	1147 First St. South
Date of Sale		Pending	9/8/16	5/17/16	9/30/16	6/10/16
Sales Price		\$497,000	\$495,000	\$540,000	\$900,000	\$620,000
Size/SF	14,368	14,368	12,235	21,000	24,000	15,402
Price/SF		\$34.59	\$40.46	\$25.71	\$37.50	\$40.25
Year Built/Condition	1972/Average	1972/Average	1970/Average	1985/Average	1988/Good	2006/Good
% Typical Office Space	21%	21%	11%	10%	17%	18%
Height	11.2' - 16'	11.2' - 16'	12' - 21'	20' @ center	22' @ center	16' @ center
Land to Bld. Ratio	5.80 to 1	5.80 to 1	2.37 to 1	3.30 to 1	3.96 to 1	4.75 to 1
Adjustments:						
Property Rights Conveyed		0%	0%	0%	0%	0%
Adjusted Price		\$34.59	\$40.46	\$25.71	\$37.50	\$40.25
Financing		0%	0%	0%	0%	0%
Adjusted Price		\$34.59	\$40.46	\$25.71	\$37.50	\$40.25
Conditions of Sale		0%	0%	0%	0%	5%
Adjusted Price		\$34.59	\$40.46	\$25.71	\$37.50	\$42.27
Market Conditions (Time)	2%	0%	1%	1%	1%	1%
Adjusted Price		\$34.59	\$40.74	\$26.05	\$37.73	\$42.77
Location		0%	0%	0%	0%	-10%
Size		0%	0%	0%	0%	0%
Age/condition		0%	0%	0%	-5%	-10%
Land to Bld. Ratio/Parking		0%	5%	5%	5%	0%
% Office Space		0%	0%	0%	0%	0%
Building Height		0%	-5%	-5%	-5%	0%
Net Adjustment:		0%	0%	0%	-5%	-20%
Indicated Price/SF		\$34.59	\$40.74	\$26.05	\$35.84	\$34.22

We have used the adjusted price per square foot for the subject's pending contract of sale in our sales grid to account for the cost of the roof replacement. None of the comparable sales used in this analysis required roof replacements at the time of sale; therefore our age/condition adjustments reflect the correction of the subject's deferred maintenance. We will then make a lump sum adjustment for the cost of deferred maintenance correction at the end of this approach to value.

ADJUSTMENTS

Adjustments are made to the comparable sales for differences between the comparable and the subject property. The following are generally accepted adjustment categories. The first four categories - real property rights appraised, financing, conditions of sale, and market conditions (time) are cumulative when the adjustments are percentages. Normally, a sale should first be adjusted for the cumulative adjustment where the remaining adjustments such as location and other physical characteristics are applied. Location, physical characteristics and other adjustments are additive, and may be in any order. An explanation of each adjustment category is as follows:

PROPERTY RIGHTS CONVEYED

The real property rights conveyed is the first adjustment made to a comparable. The appraisal of the subject property rights can best be compared to comparable property rights. All sales conveyed a fee simple interest, requiring no adjustment.

FINANCING

Financing conditions are at market, and no adjustments are required.

CONDITIONS OF SALE (MOTIVATION)

Parties involved in a transaction may be motivated by conditions surrounding the sale that influence the purchase price, such as a seller attempting to avoid foreclosure, or a buyer who has a limited amount of time to purchase a property due to like-kind-exchange time requirements. Sometimes, a property owner may need adjacent land for expansion of their existing facility so the purchase price is affected upward as they are a 'captive' buyer. Sale 5 is given a positive conditions of sale adjustment, as it was a slightly below market sale out of foreclosure.

MARKET CONDITIONS (TIME)

One of the biggest challenges facing appraisers is to discern how the market is reacting to changes in market conditions over time, particularly during slow economic times when sales and re-sales activity is rarely available. Sales are adjusted upward for time as explained in the Market Analysis section of this appraisal.

LOCATION

The subject is located in the North Columbia submarket proximate to the interstate. Sales 1, 2, 3, and 4 have similar access to linkages and therefore require no adjustment. Sale 5 is located in an established industrial park and is given a negative adjustment for its superior location.

SIZE

Economies of scale are often considered in this adjustment when market data supports the premise that the larger the property size, the lower the unit price and vice versa. No adjustments are warranted for size.

AGE/CONDITION

The subject adjusted contract price accounts for the cost of roof replacement; once this deferred maintenance item is corrected, we estimate an average overall condition for the subject property, comparable to Sales 2 and 3. Sales 4 and 5 were in superior condition with superior effective ages compared to the subject and are given downward adjustments.

LAND TO BUILDING RATIO

The subject has a market accepted land to building ratio and adequate room on site for parking and truck maneuvering for an industrial building of its size. Sales 2, 3, and 4 have a less than market accepted land to building ratio and are given a moderate positive adjustment for their inferior land sizes in comparison to the buildings.

PERCENTAGE OF OFFICE SPACE

The subject has 21% typical office space, a market percentage of office space. The comparable sales also have typical percentages of office space and require no adjustment.

BUILDING HEIGHT

The subject’s ceiling height ranges from 11.2’ to 16’, similar to the pending subject Sale 1, and Sale 5. Sales 2 through 4 have superior center and eave heights and are given downward adjustments.

RECONCILIATION

The indicated value for the subject after adjustment ranges from \$26.05 to \$40.74 per square foot, with three of the five sales showing a much closer range from \$34.22 to \$35.84 per square foot. The adjusted contract price for the subject is Pending Sale 1, and is reflective of deferred maintenance correction as explained in the Income Capitalization Approach that immediately follows this approach to value. All four of the closed sales have occurred within the last year and are reflective of the current market for industrial property in the subject’s immediate market. Sales 4 and 5 are most physically comparable to the subject in terms of size and/or percentage of office space. Taking these factors into consideration, equal weight is given to Sales 2, 4 and 5 due to their closer value range, with consideration also given to the subject’s adjusted contract price. We therefore conclude a value of \$35 per square foot. The market value ‘As Is’ by the Sales Comparison Approach is therefore calculated as follows:

VALUE CONCLUSION AS OF JANUARY 18, 2017

Value	\$35	x	14,368 Sq. Ft.	\$	502,880
Less Deferred Maintenance Correction				\$	(62,000)
Subtotal				\$	440,880
Rounded To				\$	440,000

INCOME CAPITALIZATION APPROACH

The Income Approach is based on the principle that market value is directly related to the future income producing ability of a property. To develop this approach, estimates are made of the potential income and expenses in order to derive an expected income or cash flow stream.

The two most commonly used methods in this approach are the Direct Capitalization Method and the Discounted Cash Flow (DCF) Method. Under the Direct Capitalization Method, the stabilized projected net income is capitalized using an appropriate overall capitalization rate in order to produce an indication of value. This method is most appropriate for properties that have reached stable, normalized income. The Discounted Cash Flow method considers the lease-up period to a stabilized income level and provides an indication of value based on the overall yield over a pre-determined holding period. This method is best suited to measure the net present value of a property that has changing income and expense levels. This method of valuation is typically of primary significance in the analysis of multi-tenant properties, properties undergoing lease-up, properties with significant changes in the income stream over the anticipated holding period or properties wherein tenants share in the reimbursement of operating expenses. This method is most appropriate for multitenant properties.

The first step in this approach is to conclude an estimate of the gross potential income for the subject property. In order to do so, we will first present a summary of the subject's existing lease and then will estimate market rental rates for the subject property through analysis of comparable properties in the local market. Thereafter, the appropriateness of a vacancy allowance and/or a collection loss estimate is determined based on market conditions at the time of the analysis. Next we will estimate the appropriate expenses for the subject. By deducting vacancy and expenses from gross potential income, an indication of net operating income is derived. It is this amount, which is utilized to conclude a value indication for the property being valued through the direct capitalization method using a single year's net operating income. The direct capitalization approach will be used.

We will first consider comparable leases in order to form an opinion of market rent for the subject.

Improved Lease No. 1**Property Identification**

Record ID	450
Property Type	Industrial
Address	501 Clemson Road, Columbia, Richland County, South Carolina 29229

Physical Data

Land Size	4.860 Acres or 211,702 SF
SF	76,698

Construction Type	Brick & Metal siding
Year Built	1985
Condition	Average

General Tenant Summary

Verification	Dave Matthws w/Colliers ; Other sources: LoopNet, Confirmed by Charlene Frye
---------------------	--

Rent Analysis

Asking Rent	\$3.75/SF NNN
--------------------	---------------

Remarks

This property is located in an industrial area in northeast Columbia and is alternatively being offered for sale for \$2,400,000 (\$31.29/SF).

Improved Lease No. 2**Property Identification**

Record ID	171
Property Type	Industrial, Warehouse - Office/Warehouse
Property Name	Amarr
Address	120 Cort Road, Columbia, Richland County, South Carolina 29203
Tax ID	09316-03-16
MSA	Columbia
Market Type	Suburban

Physical Data

Land Size	2.680 Acres or 116,741 SF
Gross SF	27,500
Gross SF	27,500

Area Breakdown	Office	1,460	5.3%
	Warehouse	26,040	94.7%

Construction Type	Metal/Steel
Roof Type	Seamed Metal
Foundation	Concrete slab
Electrical	Good
HVAC	Office
Sprinklers	100%
Stories	1
Floor Height	24'
Year Built	2008
Condition	Good

Improved Lease No. 2 (Cont.)

General Lease Data

Tenant	Amarr
Typical Lease Term	5 Years
Lease Type	NNN
Tenant Size	27,500 to 27,500

General Tenant Summary

Owner	Commercial Properties Associated., LLP
Verification	Dave Mathews, Colliers; 804-401-4293, February 28, 2017; Confirmed by Jessica Tripp

Rent Analysis

Actual Rent	\$3.81 - \$3.81/SF; \$3.81/SF Average
Effective Rent	\$3.81 - \$3.81/SF; \$3.81/SF Average
Occupancy	100%

Remarks

This is a market rate lease that began in July 2015. Cort Road is located between Fairfield and Monticello Roads off of a frontage road to I-20 and in an area of light industrial office/warehouse and distribution facilities. The lease runs for five years.

Improved Lease No. 3



Property Identification

Record ID 658
Property Type Industrial, Warehouse - Office/Warehouse
Property Name Warehouse
Address 1424 Atlas Road, Columbia, Richland County, South Carolina 29209
Tax ID 16305-02-08
MSA Columbia
Market Type Suburban

Physical Data

SF 19,000
Construction Type Class S
Roof Type Metal
Foundation Slab
Year Built 1968
Condition Average

General Lease Data

Tenant American Freight of Illinois, Inc.
Lease Type NNN
Tenant Size 19,000 to 19,000

General Tenant Summary

Owner 1424 Atlas, LLC
Verification Jeremy Wilson; 803.422.3370, Confirmed by Jessica Tripp

Rent Analysis

Actual Rent \$3.41 - \$3.41/SF; \$3.41/SF Average
Effective Rent \$3.41 - \$3.41/SF; \$3.41/SF Average
Occupancy 100%

Remarks

This five year lease began on August 1, 2014 and runs until July 30, 2019.

Improved Lease No. 4**Property Identification**

Record ID 627
Property Type Industrial
Property Name CONFIDENTIAL
Address CONFIDENTIAL, Lexington, Lexington County, South Carolina
MSA Columbia

Physical Data

Land Size 4.400 Acres or 191,664 SF
Gross SF 59,014
Area Breakdown

Office	9,163	15.5%
Warehouse	49,851	84.5%

Construction Type Metal w/steel frame
Roof Type Metal
Foundation Slab
Electrical Good
HVAC Office cooled
Sprinklers 100% wet
Stories 1
Floor Height 20'
Year Built 1995 Addition in 2008
Condition Good

General Lease Data

Tenant Parts distributor
Typical Lease Term 5 years with 3, 5-year renewals
Lease Type NNN
Tenant Size 63,000 to 63,000

General Tenant Summary

Verification Owner; Confirmed by Deborah Tripp, MAI, SRA
Rent Charges 2017 - \$4.15/SF
Tenant Expenses All

Rent Analysis

Actual Rent \$4.00 - \$4.00/SF; \$4.00/SF Average
Occupancy 100%

Remarks

This property has excellent access to an interstate..

CONCLUSION – MARKET RENT AND LEASE TERMS

No.	Location	Lease Type	Building Size	Rent/SF
1.	501 Clemson Road	NNN	76,698	\$3.75
2.	120 Cort Road	NNN	27,500	\$3.81
3.	1424 Atlas Road	NNN	19,000	\$3.41
4.	Confidential	NNN	63,000	\$4.00

The comparable rentals surveyed provide range of rental rates from \$3.41 NNN to \$4.00. The subject property is most comparable to Leases 2 and 3. A market rental rate of \$3.75 per square foot is concluded for the subject with a NNN lease with the owner paying the management fee only.

POTENTIAL GROSS RENTAL INCOME

Potential gross income calculates to \$53,880 annually as shown in the following calculations.

VACANCY AND COLLECTION LOSS

We reviewed occupancy levels in the immediate market, as discussed in the Market Analysis section. We will use an overall stabilized vacancy and credit loss of 7% of potential gross revenue in this analysis. Therefore, vacancy loss is \$3,772 of potential gross rental income.

TENANT REIMBURSEMENTS

Tenant reimbursements include taxes, insurance and maintenance. Vacancy applies to reimbursements.

EFFECTIVE GROSS INCOME

Effective gross revenue is total gross revenue of \$67,830 is calculated, as shown in the income calculations below.

OPERATING EXPENSES

The subject will be owner occupied. We have used expense comparables for similar properties to estimate the subject operation expense from our files.

REAL ESTATE TAXES

The real estate taxes were estimated in the *Taxes and Assessments* section earlier in this report. The 2017 taxes are estimated to be \$11,745.

INSURANCE

The insurance expense of the comparables retained in our file range from \$0.17 to \$0.56 per square foot. We have projected an expense of approximately \$0.30 per square foot.

UTILITIES

A tenant would pay directly for all utilities, so this expense is not included.

MAINTENANCE & REPAIRS

Maintenance expenses can vary depending on the age and condition of the property. The subject will be in average to good condition after correction of deferred maintenance which is addressed below. Comparables range from \$0.05 to \$0.91 per square foot. Maintenance expenses are estimated at \$3,000 annually, which includes structural reserves only.

GENERAL AND ADMINISTRATIVE

The subject is a single tenant building which typically has minimal if any administrative cost, therefore no general and administrative cost are considered.

MANAGEMENT FEE

An investigation of management fees revealed a range of about three to seven percent of effective gross income, depending upon the number of tenants and the rental history of a property. The subject is a single occupant property. The subject property is estimated to incur an expense of 3.0% of effective gross income, equating to \$1,503.

RESERVES

Reserves for replacement are a “below the line” expense in Direct Capitalization and are not calculated separately.

TOTAL EXPENSES

Total expenses, as projected above, amount to \$20,558 or \$1.43 per square foot. This is in the range of our comparables.

NET OPERATING INCOME

The net operating income is derived by subtracting the estimated operating expenses and capital reserves from the effective gross income. Net Operating Income calculates to \$47,271 or \$3.29 per square foot.

DIRECT CAPITALIZATION

According to the *The Dictionary of Real Estate Appraisal*, published by the Appraisal Institute, direct capitalization is defined as "specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income."⁸

Direct capitalization is market oriented and the appraiser analyzes market evidence and places the value on a property by utilizing the assumptions of typical investors observed. Direct capitalization does not explicitly differentiate between the return on and the return of capital because investor assumptions are not specified. However, it is assumed that the selected rate will satisfy a typical investor and those prospects for future benefits over and above the amount originally invested are sufficiently attractive. In selecting an appropriate overall capitalization rate to apply to an income stream, the abstraction method has been utilized.

OVERALL RATE BY MARKET ABSTRACTION

This technique is preferred when sufficient income and expense data is available for transactions of similar competitive properties. We present below a summary of medical office building sales that include the most recent sales available that are deemed somewhat comparable to the subject property.

OVERALL CAPITALIZATION RATE CHART

No.	Location	Sale Date	Price	Building Size (SF)	Overall Capitalization Rate
1.	115 Windhill Drive, Columbia, SC	04/01/2016	\$725,000	20,000	9.96%
2.	233 Plumbers Road	09/07/2011	\$995,000	19,134	9.31%
3.	110 Centrum Drive, Irmo, SC	04/11/2016	\$475,000	9,029	9.95%
4.	1618 Two Notch Road	08/26/2011	\$403,000	9,600	8.98%

Capitalization rates for the above-referenced properties vary primarily based on the quality of the tenants occupying the building, the lease term length, and the location of the facility. The Overall Capitalization Rates from our comparables ranged from 8.98% to 9.96%.

⁸*The Dictionary of Real Estate Appraisal*, 6th ed., (Chicago: Appraisal Institute, 2015), p. 118

For additional support, we reviewed the real estate publication, *PwC Investor's Survey* (4th Quarter 2016). The National Warehouse Market indicates an average overall capitalization rate of 5.27% with a range from 3.00% to 7.00%. This survey includes many larger markets and net leased, investment grade properties. Noninstitutional grade warehouse properties are reported to have cap rates 50-250 basis points higher than institutional grade properties. Taking this into consideration, the weighted capitalization rates for noninstitutional grade properties, using the higher cap rate and basis points due to the subject age, equates to 9.50%.

Based on all of the information available, and taking into consideration the subject's condition, location, and quality, it is our opinion that a capitalization rate of 9.50% is reasonable by direct capitalization.

DEDUCTIONS FOR LEASE-UP

The subject has deferred maintenance items that are in need of immediate correction before it could be leased. According to Marshall Valuation Service, the segregated cost new for a lock and seam metal panel roof cover ranges from \$3.85 to \$6.00 per square foot. Roof estimates for industrial buildings retained in our file narrow this range to about \$4.25 to \$5.00 per square foot for buildings of this size. We will use \$4.50 per square foot for roof cover, to which we have applied the current and local cost multipliers for a cost per square foot of \$3.95.

To this cost, we have added 10% entrepreneurial incentive to arrive at a total cost new of \$62,429 for the roof replacement, rounded to \$62,000.

Roof Replacement - \$3.95/SF x 14,368 sq. ft.	\$56,754
Entrepreneurial Incentive @ 10%	\$5,675
Subtotal	\$62,429
ROUNDED TO	\$62,000

CONCLUSION - DIRECT CAPITALIZATION

The direct capitalization method provides a value conclusion of \$440,000 as shown on the following page.

<u>Direct Capitalization Summary</u>					
<u>Rental Income</u>			<u>\$/SF/Year</u>	<u>Subtotal</u>	<u>Total</u>
<u>Potential Gross Income</u>					
<u>Suite</u>	<u>Size/Sq. Ft.</u>	<u>Rent/SF</u>		<u>Annual Rent</u>	
Office Warehouse	14,368	\$3.75		\$53,880	
Totals	14,368	\$3.75			
Potential Gross Income			\$3.75	\$53,880	
Vacancy and Collection Loss	@	7.00%	<u>(\$0.26)</u>	<u>(\$3,772)</u>	
Effective Gross Rental Income			\$3.49		\$50,108
<u>Reimbursement Income</u>					
Real Estate Taxes			\$0.82	\$11,745	
Insurance			\$0.30	\$4,310	
Maintenance			\$0.21	\$3,000	
Total Reimbursement Income				\$19,055	
Vacancy and Collection Loss	@	7.00%	<u>(\$0.09)</u>	<u>(\$1,334)</u>	
Effective Gross Reimbursement Income			\$1.23		<u>\$17,721</u>
Effective Gross Income					\$67,830
<u>Reimbursable Expenses</u>					
Real Estate Taxes			\$0.82	\$11,745	
Insurance			\$0.30	\$4,310	
Maintenance			\$0.21	\$3,000	
<u>Nonreimbursable Expenses</u>					
Management			3%	\$1,503	
<u>Total Operating Expenses</u>			<u>\$1.43</u>		<u>\$20,558</u>
Operating Expense Ratio					30.31%
Net Operating Income			\$3.29		\$47,271
Capitalization Rate					<u>9.50%</u>
Final Value Conclusion					\$497,592
Less Deferred Maintenance Correction					(\$62,000)
Subtotal					\$435,592
Rounded To					\$440,000
Value per SF					\$30.62

RECONCILIATION AND FINAL VALUE OPINION

The two most applicable approaches to value indicate the following:

MARKET VALUE 'AS IS' FEE SIMPLE	
Sales Comparison Approach	\$440,000
Income Capitalization Approach	\$440,000

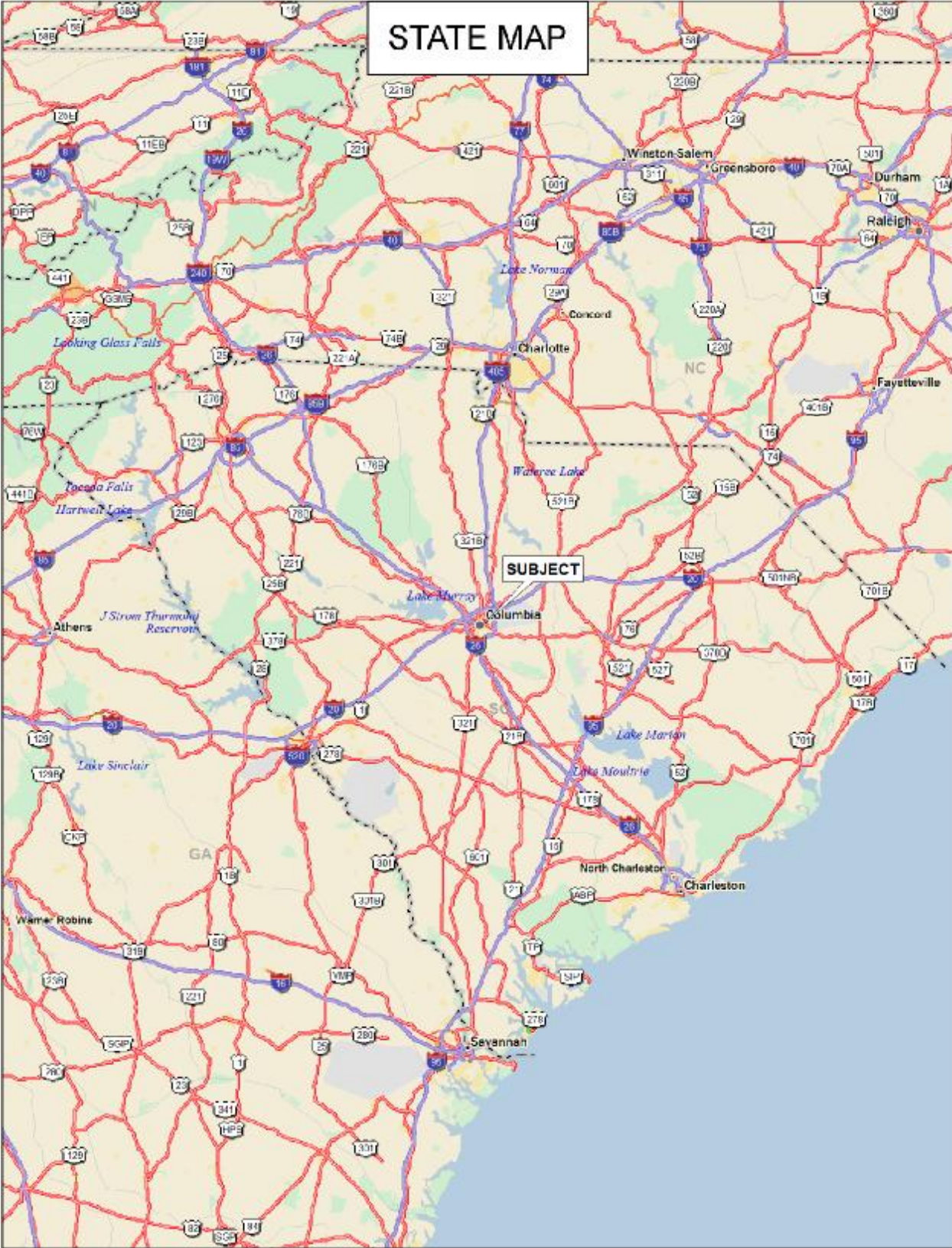
The Sales Comparison Approach is applicable to the valuation of improved properties. Numerous sales were researched and extensive market analysis was undertaken. Four closed sales were compared to the subject and the subject’s adjusted contract price, and provide good comparisons for the subject. All four closed sales have occurred within the last year and are reflective of the market as of the effective date of this appraisal. This approach is given equal weight in the final analysis.

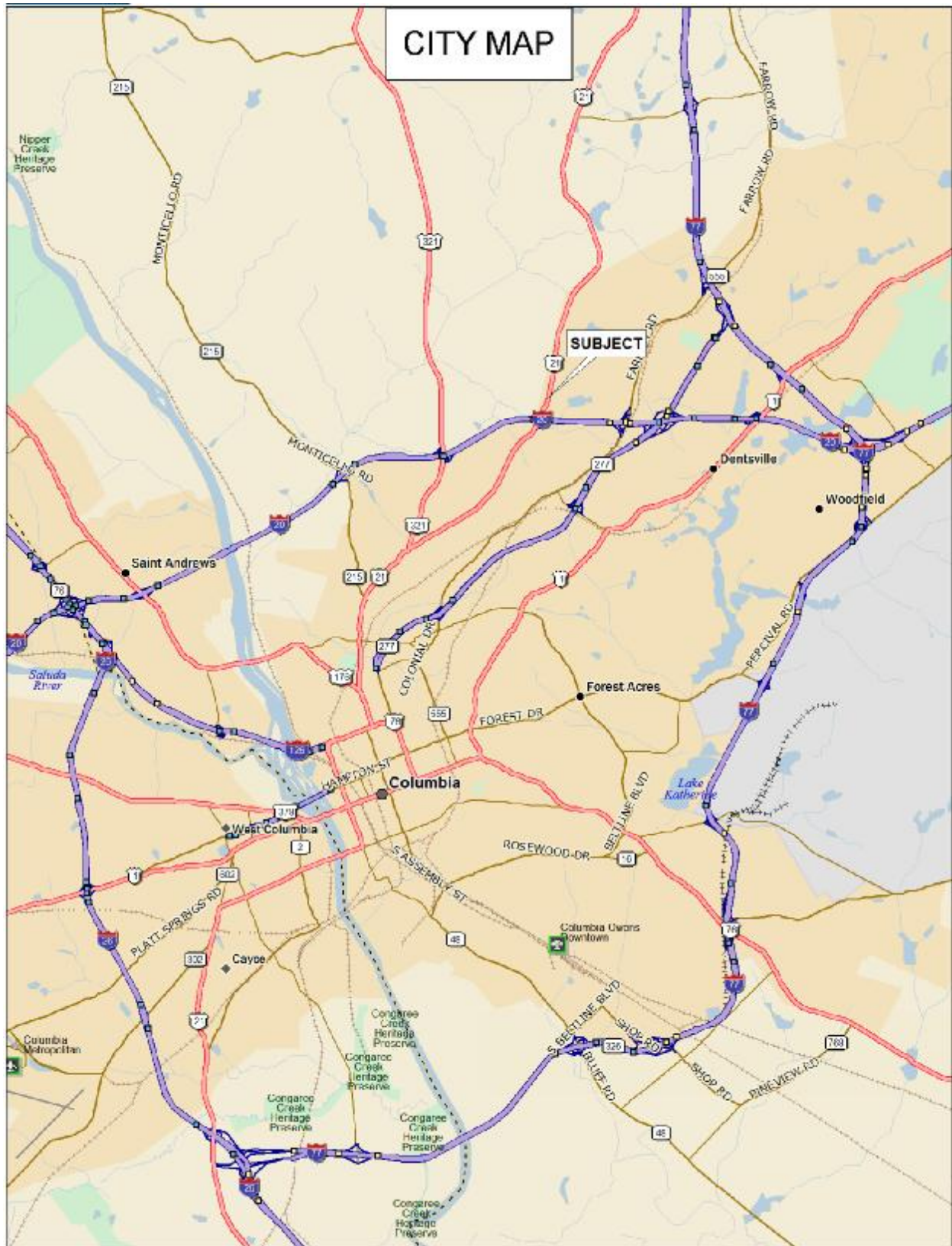
The Income Capitalization Approach uses comparable industrial leases to compare to the subject. All segments of this approach are market driven, and an investor/buyer would place some weight on this approach to value, which is supportive of the value by Sales Comparison.

After analyzing all the data and information in this appraisal, we provide the following value opinions:

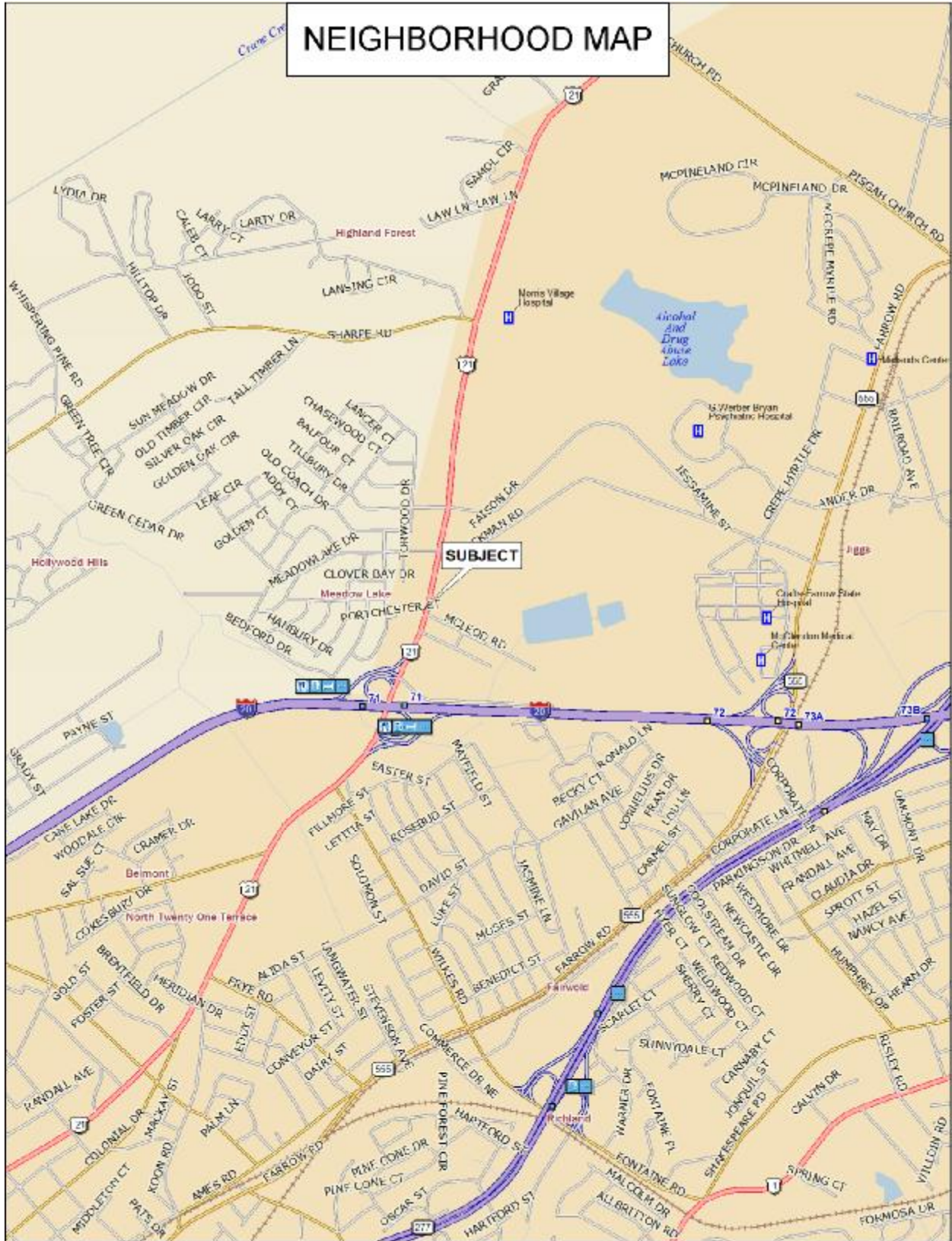
MARKET VALUE - FEE SIMPLE INTEREST 'AS IS'
JANUARY 18, 2017
\$440,000

ADDENDA





NEIGHBORHOOD MAP



517.00
258.50

DC998PAGE491

FORM NO. 117 - TITLE TO REAL ESTATE TO A CORPORATION
REVISED 1966
SOUTH CAROLINA OFFICE SUPPLY CO., COLUMBIA, S. C.

THE STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND



SEP 7 4 04 PM '66
CLARA L. BARILET

KNOW ALL MEN BY THESE PRESENTS, THAT
we, The Citizens and Southern National Bank of South Carolina



In the State aforesaid for and In consideration of the sum of
Two Hundred Thirty-five Thousand and no/100 (\$235,000.00)

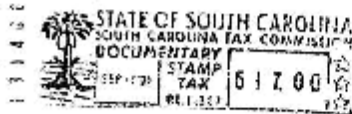
Dollars,

To us by hand paid at and before the reading and delivery of these Presents, by
Babcock Center, Inc.

In the State aforesaid (the receipt whereof is hereby acknowledged),

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said
BABCOCK CENTER, INC., its successors and assigns;

For legal description refer to Exhibit A attached hereto.



DC998PAGE491

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said

Babcock Center, Inc.

its successors and assigns forever.

And grantor do hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Babcock Center, Inc.

its successors and assigns against itself and its successors

lawfully claiming, or to claim the same or any part

thereof.

WITNESS our Hand and Seal, this 24 day of August in the year of our Lord one thousand nine hundred and ninety hundred and Fourteenth year of the Sovereignty and Independence of the United States of America.

The Citizens and Southern National Bank of South Carolina
BY: [Signature] (L.S.)
Its: Service Vice President (L.S.)
(L.S.)

Signed, Sealed and Delivered in the Presence of }
Donna H. Still
[Signature]

EXHIBIT A

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being shown on a plat prepared for Carrie M. Miller and Bruce Miller by S.P. Barber and Associates, Inc., Engineers, dated November 29, 1971 and recorded in the Richland County RMC Office in Plat Book 40, page 940, and being more particularly described as containing 1.90 acres (82,860 square feet) on a plat prepared for Babcock Center, Inc., by Benjamin H. Whatstone, R.L.S., dated August 27, 1960, to be recorded, and having the following metes and bounds, to-wit:

BEGINNING at an iron on the northwestern edge of the right-of-way of U.S. Highway 21 (Winnsboro Road) at a common point with property now or formerly of Carrie M. and Olivia B. Miller, the POINT OF BEGINNING and running thence along the western edge of the right-of-way South 11° 40' 35" West for a distance of 342.16 feet to an iron; thence turning and running South 89° 01' 00" West for a distance of 188.77 feet to an iron; thence turning and running North 01° 29' 55" West for a distance of 43.60 feet to an iron; thence turning and running North 89° 25' East for a distance of 50.00 feet for an iron; thence turning and running North 01° 41' 10" West for a distance of 35.10 feet to an iron; thence turning and running South 85° 26' West for a distance of 50.00 feet to an iron; thence turning and running North 01° 31' 50" West for a distance of 267.30 feet to an iron; thence turning and running North 01° 14' 55" West for a distance of 51.74 feet to an iron; thence turning and running South 77° 33' 00" East for a distance of 274.50 feet to the POINT OF BEGINNING, be all measurements a little more or less.

This being the identical property conveyed to The Citizens and Southern National Bank of South Carolina by Master's Deed of James C. Harrison, Jr., as Master in Equity for Richland County, dated March 15, 1939 and recorded April 4, 1962 in the Richland County RMC Office in Deed Book D830, page 153.

This conveyance is made subject to the easements shown on plat prepared for Carrie M. Miller and Bruce Miller by S.P. Barber and Associates, Inc., Engineers, dated November 29, 1971, regarding the right-of-way granted to SCE&G Company, which does not prohibit use of this area for parking or for a driveway, and which further provides that the owner may at its discretion pave this area and have full use of this area, except for the construction of building.

This conveyance made subject to those restrictions set forth in a deed recorded in the Richland County RMC Office in Deed Book D225, page 971, as well as all other restrictions of record.

Grantee's Address: P. O. Box 3817
Columbia, SC 29230

TMS # 14203-05-15

THE STATE OF SOUTH CAROLINA }
COUNTY. }

PERSONALLY appeared before me Donna K. Still
and made oath that she saw the within-named I, Les Floyd
Senior Vice President sign, seal, and as his act and deed deliver the
within-written Deed; and that she with Ellen G. Geriner
witnessed the execution thereof.

SWORN to before me, this
24 day of August A. D. 19 90 Donna K. Still (Seal)

Ellen G. Geriner (Seal)
Notary Public of S. C.

My Commission Expires: 4-25-93

THE STATE OF SOUTH CAROLINA }
COUNTY. }

NO RENUNCIATION OF DOWER

I, _____ do hereby certify
unto all whom it may concern, that Mrs.
wife of the within-named _____ did this day
appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily,
and without any compulsion, dread, or fear of any person or persons whomsoever renounce, release and forever relinquish
unto the within-named _____

its successors and assigns, all her interest and estate, and also all her right and claim of Dower, of, in, or to all and
singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____
Anno Domini 19 _____ (T. S.)

Ellen G. Geriner (Seal)
Notary Public of S. C.

My Commission Expires: 4-25-93



**RICHLAND COUNTY
PROCUREMENT DEPARTMENT**
2020 HAMPTON STREET, SUITE 3064
COLUMBIA, SOUTH CAROLINA 29204
PHONE: (803) 576-2130 FAX (803) 576-2135

TO: PROPERTY SOLUTIONS
5721 BUSH RIVER RD
COLUMBIA, SC 29212

PURCHASE ORDER - COPY	
P.O. NUMBER	P1700211
DATE	01/13/2017
VENDOR I.D.	V000914
DELIVERY DATE	
FOB	Destination
REQUISITION NO	R1701961
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, AND CORRESPONDENCE.	

DELIVER ITEMS TO:

AGENTS.FLOR
2020 HAMPTON ST
ROOM 405
PO BOX 192
COLUMBIA, SC 29202
Phone: (803) 576-2130

SEND INVOICE TO:

Finance Department
2020 Hampton St
PO Box 192
Columbia, SC 29202

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	Magistrate- Wilson Blvd Property Appraisal	1.00	EA	2,400.00	2,400.00
***** * This is a copy provided for * * reference purposes only * * Do not duplicate the order * * The original PO has an acknowledgement * * form in this space that is required * * for proper order processing * * *****					
Net:					2,400.00
TOTAL					2,400.00

- For questions regarding this purchase please contact Christy Swofford (803) 576-2129
- (1) Terms and Conditions for this purchase are located at www.rcgov.us/departments/procurement.
 - (2) Our Order Number must appear on all papers and packages relative to this order.
 - (3) Enclose itemized packing slip indicating our purchase order number with each shipment.
 - (4) Notify us immediately if you are unable to ship complete by date specified.
 - (5) Please indicate partial shipment on shipping document.

ASSUMPTIONS AND LIMITING CONDITIONS

The use of this appraisal for any purpose signifies the reading and acceptance of all assumptions, attachments and limiting conditions. These conditions are a part of the appraisal and are intended to establish that the appraiser's function is to provide a present a value indication or analysis for the subject property based upon the appraiser's observations. This appraisal report is an economic study to estimate value as defined in the report. It is not a construction, engineering, environmental, legal or architectural study nor survey and no such expertise is implied. No testing of material, equipment, soil, water, air or vegetation was made on or off site.

THE APPRAISAL HAS BEEN MADE WITH THE FOLLOWING GENERAL ASSUMPTIONS:

1. It is assumed that the legal description as given is correct.
2. It is assumed that the title to the property is good and marketable.
3. It is assumed that opinions, data, and estimates furnished by others in the course of the research for the assignment are correct.
4. It is assumed that the property is under responsible ownership and competent management.
4. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this report. It is also assumed that no recorded restriction, zoning ordinance, or other encumbrance would prohibit the use of the property for any purpose indicated to be the Highest and Best Use unless cited in the report.
5. Any legal instrument or engineering document, plat or report affecting or indicating an effect upon the use and utility of the property has been furnished to the appraiser by the orderer or property owner and that if no such documents are presented (in original form or a copy) prior to or by the date of inspection of the property, it is a representation that no such documents exist. If the orderer provides no such instruments, the appraiser obtained them from public sources, and the information is assumed to be correct.
6. It is assumed that appropriate waste disposal facilities are available from public or private sewer, at a minimal cost to the property owner, unless otherwise discussed in the body of this report. If a septic tank and/or well serve the site, it is assumed that they are safe and sanitary and in good working order.
7. The property is appraised as though owned in fee simple and free and clear of any existing lien or encumbrance, unless specifically noted in this report.
8. The appraiser has no responsibility for matters of a technical or legal nature, especially those affecting title to the property. Deed and subdivision restrictions, easements, and other encumbrances may affect the value of the property. Unless the orderer provides the exceptions to title, no title search has been undertaken by the appraiser to discover such conditions. The client is urged to retain legal counsel with regard to such encumbrances, if desired.
9. The plot plan, sketches and drawings are for the sole purpose of assisting the reader in visualizing the property. Unless otherwise indicated, they are not engineering drawings.
10. The appraisal is based on there being no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser has no responsibility for such conditions, or for engineering studies which might be required to discover such factors.
11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not necessarily observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances or conditions. The presence of substances such as asbestos, urea-

formaldehyde foam insulation, underground, above ground, air-borne or water-borne chemicals, lead based paint, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or knowledge required in discovering them. The client is urged to retain an expert in this field, if desired.

12. This appraisal report is an economic study for value; it is not an engineering, wetlands, structural, mechanical, feasibility, or architectural study.
13. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property (if improved) to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property was not considered.
14. It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and there is no encroachment unless noted in the report.

LIMITING CONDITIONS WHICH APPLY OT THE ACCEPTANCE AND COMPLETION OF THIS APPRAISAL ASSIGNMENT INCLUDE:

1. No obligation for court testimony with regard to this appraisal report exists, unless arrangements have been previously made.
2. **Value distributions as outlined in this report serve as a basis for distribution of total valuation and shall not be separately quoted or utilized.**
3. **The liability of the appraisal firm and its employees is limited to the client only and to the fee actually received by the appraiser (total per appraisal).**
4. **Possession of this report or any copy thereof does not carry with it right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the appraiser for the use of the client, the fee being for the analytical services only. Use of this report is limited to the person, persons, agency or firm for whom it is prepared, and to the appraiser. The Bylaws and Regulations of the Appraisal Institute require each Member to control the use and distribution of each appraisal report signed by such Member, except as hereinafter provided. The client may distribute copies of this appraisal report in its entirety to third parties, however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Further, there is no accountability, obligation, or liability to any third party. It is; however, the third parties' responsibility to assure itself that the information contained herein is accurate and complete. Any reliance on the contents shall be solely at the third parties' risk. This document when provided to third parties is without any warranty or representation, expressed or implied, as to its content, its suitability for any purpose, its accuracy or completeness. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser.**
5. **This appraisal is to be used only in its entirety and no part is to be used without the whole report. The appraiser so indicated on the individual certification prepared all conclusions**

and opinions concerning the analyses as set forth in the report. No change of any item in the report shall be made by anyone other than the appraiser and/or officer of the firm. The appraiser and firm shall have no responsibility if any such unauthorized change is made.

6. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute, the Real Estate Appraiser Act and Regulations of the South Carolina Department of Labor, Licensing and Regulation - Real Estate Appraisers Board, and/or the Real Estate Appraiser Classification and Regulation Act, Georgia Real Estate Appraisers Board.
7. This appraisal was obtained from Property Solutions or related companies and/or its individuals or related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 U.S.C. 522(b)(4). Notify Deborah L. Tripp, MAI, SRA or an officer of Property Solutions of any request to reproduce this appraisal in whole or part.
8. An abundance of research and analysis was conducted in the preparation of this appraisal and/or appraisal report. All file data, research, and analysis, is incorporated herein by reference.
9. Appraisals are maintained for five years or two years after final disposition in court.
10. For purposes of this appraisal, any masculine pronoun shall include the feminine, any feminine pronoun shall include the masculine, any plural pronoun shall include the singular, and any singular pronoun shall include the plural.

**QUALIFICATIONS OF THE APPRAISER
DEBORAH L. TRIPP, MAI, SRA**

**PROPERTY SOLUTIONS, LLC®
5721 BUSH RIVER ROAD
COLUMBIA, SC 29212
803.407.3000**

PROFESSIONAL DESIGNATIONS AND AFFILIATIONS

- ◆ **MAI - Member of the Appraisal Institute, 1996, Member #11,163**
- ◆ **SRA - Senior Residential Appraiser Member of the Appraisal Institute, 1990**
- ◆ State Certified General Real Estate Appraiser - State of South Carolina, GG1132
- ◆ State Certified General Real Estate Appraiser – State of North Carolina, A5379
- ◆ State Certified General Real Property Appraiser – State of Georgia, 5364
- ◆ Broker certified, South Carolina Real Estate Commission, 1988 – 380218832
- ◆ Broker certified, North Carolina Real Estate Commission – 2004 - 212590

TECHNICAL TRAINING

Courses

Society of Real Estate Appraisers Courses Completed:

Course 101, “An Introduction to Real Property Appraising”, 1984

Course 102, “Applied Residential Property Appraising”, 1985

Appraisal Institute Courses Completed:

Course 201, “Principles of Income Property Appraising”, 1991

Course 202, “Applied Income Property Valuation”, 1991

Course 410, “Standards of Professional Practice, Part A”, 1996

Course 420, “Standards of Professional Practice, Part B”, 1996

Course 430, “Standards of Professional Practice, Part C”, 2005

“Seven Hour National USPAP Update Course”, 2016-17 Edition, 2015

Course 833, “Fundamentals of Separating Real Property, Personal Property and Intangible Assets”, 2012

Recent Seminars

“Contract or Effective Rent: Finding the Real Rent”, Appraisal Institute, 2016

“The Lender Client and the Appraiser – You’re on the Same Team!” Appraisal Institute, 2015

“Evaluating Commercial Construction: Primer, Influence of Codes and Classes on the Cost Approach”, Appraisal Institute, 2015

“Special Use Properties – Hospitality and Seniors Housing”, Appraisal Institute, 2015

“Review of Valuation Court Decisions and Lessons Learned”, Appraisal Institute, 2014

“Forest Valuation for Non-Foresters”, Appraisal Institute, 2014

“Appraisal of Real Estate 14th Edition Changes, 2013

“Spotlight on USPAP: Common Errors and Issues”, Appraisal Institute, 2013

“Complex Litigation Appraisal Case Studies”, Appraisal Institute, 2013

“Understanding and Applying Litigation Skills”, Appraisal Institute, 2012

“Business Practices and Ethics”, Appraisal Institute, 2012

“Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets”, Appraisal Institute

“Analyzing the Effects of Environmental Contamination on Real Property” Appraisal Institute, 2011

“The Lending World in Crisis – What Clients Need Their Appraisers to Know Today” Appraisal Institute, 2011

“Residential Appraisal Update 2010”, Appraisal Institute, 2011

“Spotlight on USPAP: Confidentiality” Appraisal Institute, 2010

“Understanding and Testing DCF Models” Appraisal Institute, 2010

“Spotlight on USPAP: Agreement for Services” Appraisal Institute, 2010

QUALIFICATIONS OF DEBORAH L. TRIPP, MAI, SRA - (Continued)

PROFESSIONAL CONTRIBUTIONS

Author:

- ◆ “Practical Applications: The Cost Approach and Accrued Depreciation” Seminar sponsored by SC Chapter of the Appraisal Institute and approved by the SC Real Estate Appraisers Board, 1993
- ◆ “Appraiser Independence Redefined: The Empowerment of a Profession”, Appraisal Institute, Valuation Insights and Perspectives, Volume 1, # 4, Fall, 1996.
- ◆ "Proposals and Engagements – Preparing for Marriage with your Client", Appraisal Institute, Valuation Insights and Perspectives, Volume 4, #3, Third Quarter, 1999.
- ◆ Various appraisal seminars and workshops, 1988 to 2007

Advisor:

- ◆ Valuation Insights and Perspectives, professional periodical, published quarterly by the Appraisal Institute, Chicago, Illinois, through 1999.

Reviewer:

- ◆ “Senior Housing - *Looking Toward the Third Millennium*”, Arthur E. Gimmy, MAI, Appraisal Institute, Chicago, Illinois, 1998.
- ◆ “Fannie Mae Desktop Underwriter Quantitative Analysis Appraisal Report Form 2055 & Qualitative Analysis Appraisal Report Form 2065”, Joseph L. Minnich, III, SRPA, SRA, Appraisal Institute, Chicago, Illinois, 1997.

Other:

Past President and Cofounder, CREW Midlands South Carolina, 2014 (Commercial Real Estate Women)
President, CREW Midlands South Carolina, 2013
President Elect, CREW Midlands SC, 2012
Director, CREW Midlands SC, 2010-2011
Past President and Co-Founder: SC Professional Appraisers Coalition, 2009
Board of Directors, SC Chapter Appraisal Institute, 2004-2006
Government Relations Committee, SC Chapter Appraisal Institute, 2003, 2014-2016
Associate Guidance Committee Chair, SC Chapter Appraisal Institute, 2003
Member, Government Relations Committee, Appraisal Institute, 1996-2002
Vice-Chair, Government Relations Committee, Appraisal Institute, 1999
Member, Public Affairs Committee, Appraisal Institute, 1999
Member, Publications Review Subcommittee, Appraisal Institute, 1996-1999
Member, Communications Committee, Appraisal Institute, 1999
SC State Chair, Government Relations Subcommittee, Appraisal Institute, 1994-1998

EXPERIENCE

- ◆ Property Solutions, LLC® Owner/President, Analyst, Appraiser, Consultant, 1998 to present.
- ◆ Administrator/Subcontract Senior Commercial Appraiser, Executive Vice President and/or owner, various appraisal firms since 1981.
- ◆ Experience in real estate industry as Broker-in-Charge or licensed agent since 1977.

QUALIFICATIONS OF DEBORAH L. TRIPP, MAI, SRA - (Continued)

SCOPE OF PROPERTY ANALYSIS COMPLETED

Real Estate Analysis Prepared For

US Department of Justice	AGM Financial
University of South Carolina	Wal-Mart
South Carolina Electric & Gas Company	NBSC / Synovus Financial Corp.
Farmers Home Administration	Wachovia Bank/Wells Fargo Bank
Carolina First Bank	SC Law Enforcement Division
South Carolina Department of Transportation	Richland County
South Carolina Department of Parks, Recreation & Tourism	First Citizens Bank & Trust
Blue Cross & Blue Shield of South Carolina	SouthTrust
Department of Housing & Urban Development	Lexington Medical Center
Branch Banking & Trust	BellSouth
South Carolina State Housing Authority	South Carolina National Guard
Columbia Housing Authority	Edens & Avant
General Services Administration	South Carolina Bar Association
GMAC Commercial Mortgage	State Farm Insurance Company
	Dover Capital Corporation

Real Estate Analysis and Consulting

Extensive experience in numerous property types including:

Health Care Enterprises	Hospitals	Senior Care Facilities
Conservation Easements	Market Analysis	Life Care Communities
Independent Living Facilities	Apartments	HUD Programs
Complex Properties	Tax Credit	Review Appraisals
Litigation Appraisals	Litigation Consulting	Partial Acquisition
Partial Interests	Environmentally Impaired	Shopping Centers
Retail Buildings	Offices	Office Parks
Restaurants	Historic Properties	Single Family Residences
Development Land	Mixed Use Developments	Plantations
Subdivisions	Feasibility Studies	Market Analysis
Rental Studies	Air Rights	Marinas

Qualified as Expert Appraisal Witness on Real Estate Analysis and Valuation in: US Bankruptcy Court, District of South Carolina; Lexington County Family Court, Eleventh Judicial Circuit; Aiken County Civil Court, Second Judicial Circuit, Administrative Law Judge Division, State of SC. Consultant in real estate mediation deliberations and depositions.

Community Service

President, Southwell Subdivision Homeowner's Association Board of Directors, 2011
 Chair and Organizer, Central South Carolina Habitat for Humanity ***First Ladies Build***, the first Women-built Habitat House in South Carolina, First Lady Rachel Hodges, Honorary Chair
 Nominated for South Carolina "Woman of Achievement" Award, Governor's Commission on Women, 2001
 Served various positions at Christus Victor Lutheran Church, Columbia, SC: President, Vice-President, Soloist, Teacher, Various Committee Chairs including Building Committee

BCD 1158439

State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

DEBORAH L. TRIPP

Is hereby entitled in practice as a:
Certified General Appraiser

License Number: **1132**

Expiration Date: 06/30/2018
POCKET CARD

Laura S. Smith
Administrator

NORTH CAROLINA APPRAISAL BOARD
APPRAISER QUALIFICATION CARD
Expires June 30, 2017

REGISTRATION / LICENSE / CERTIFICATE NUMBER		
16	DEBORAH L. TRIPP	17
A5379	G	Y
APPRAISER NUMBER	TYPE	NATIONAL REGISTRY

Deborah L. Tripp APPRAISER'S SIGNATURE
Scott M. [Signature] EXECUTIVE DIRECTOR

DEBORAH LYNN TRIPP

5264
Status ACTIVE

CERTIFIED GENERAL REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1625

ORIGINALLY LICENSED

06/29/1995

END OF RENEWAL
11/30/2017



WILLIAM L. ROGERS, JR.
Real Estate Commissioner

56237574

QUALIFICATIONS OF THE APPRAISER

**JESSICA D. TRIPP
PROPERTY SOLUTIONS, LLC
5721 BUSH RIVER ROAD
COLUMBIA, SC 29212
803.407.3000**

PROFESSIONAL AFFILIATIONS

Apprentice Appraiser, State of South Carolina #6793
Practicing Affiliate, Appraisal Institute
Full Member, CREW Midlands South Carolina (Commercial Real Estate Women)

EDUCATION

Bachelor of Arts in English, Concentration in Writing, Winthrop University, 2008

APPRAISAL INSTITUTE COURSES COMPLETED

- Basic Appraisal Principles, 2010, 2016
- Basic Appraisal Procedures, 2011, 2016
- 15-Hour National USPAP Course, 2011, 2016
- Real Estate Finance, Statistics, and Valuation Modeling, 2011
- General Appraiser Sales Comparison Approach, 2013
- General Appraiser Market Analysis and Highest & Best Use, 2013
- General Appraiser Site Valuation & Cost Approach, 2013
- General Appraiser Income Approach/Part 1, 2017

OTHER COURSES/SEMINARS COMPLETED

- Hot Topics and Myths in Appraiser Liability, 2017
- Supervisor-Trainee Course for South Carolina, 2017
- Evaluating Commercial Construction Primer, 2015
- Business Practices and Ethics, 2011

PROFESSIONAL EXPERIENCE

- Property Solutions, LLC, Apprentice Appraiser, 2011 – Present
- Property Solutions, LLC, Office Manager, 2010
- Executive Assistant, SC Professional Appraisers Coalition, 2006-2008

APPRAISAL EXPERIENCE

Offices	Industrial Warehouses	Development Land
Medical Offices	Distribution Warehouses	Car Washes
Freestanding Retail	Flex Space	Ground-leased Properties
Restaurants	Manufacturing Facilities	Physical Fitness Facilities
Retail Centers	Veterinary Facilities	Religious Facilities

COMMUNITY SERVICE

Founder & President – Voice for the Voiceless Animal Rescue

BCD 1158752

State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

JESSICA DAWN TRIPP

Is hereby entitled in practice as a:
Apprentice Appraiser

License Number: 6793

Expiration Date: 06/30/2018

OFFICE COPY

Anna L. Smith
Administrator



REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

a. 2017 Resurfacing Package I: Construction contract award

Included in your agenda you will find a recommendation to award The 2017 Resurfacing Package I contract to LCI-Lineberger Construction, Inc. This contract constitutes 9 paved roads maintained by the County located in Council District 1. This project included a 5.06% SLBE goal that LCI-Lineberger Construction met. Recommendation is to award in the amount of \$758,626.92 and to authorize a 10% construction contingency in the amount of \$75,862.69. This would place the total authorization at: \$834,489.61.

Council District	Year	Package	Road Name
1	2016	I	Brickling Rd
1	2016	I	Cotswold Ct.
1	2016	I	Cove Ct.
1	2016	I	Cove View Dr
1	2016	I	Hayburg Dr.
1	2016	I	Headwater Cir
1	2016	I	Shell Cracker Ct
1	2016	I	Wells Point Dr
1	2016	I	Wychwood Rd

Richland County Council Request of Action

Subject: PDT Resurfacing Packages I, J, K, & M

A. Purpose

County Council is requested to approve the award of PDT Resurfacing Packages I, J, & K, to LCI – Lineberger Construction, Inc. in the amount of \$1,840,133.06. Additionally, Council is requested to approve the award of PDT Resurfacing Package M to C. R. Jackson, Inc. in the amount of \$3,019,622.76. The funding will come from the penny tax collected to support County Transportation Program.

B. Background / Discussion

This is the third time these roads have been bid, and based on conditions, are the lowest rated roads in Richland County (in most need of repair), per the study that was performed. In addition, the market has been flooded with SCDOT resurfacing projects, which is inflating bids submitted for the Richland County Program. The average SCDOT resurfacing project is now costing \$322,000/mile for a long stretch of road. This package of 27 scattered roads has now been set back at least a year in completion and if we were to re-bid again, whether all in one package or in separate packages again, the bidders know the unit pricing, therefore rebidding for a fourth round is not anticipated to improve bid pricing. In addition, if approved for award, executing agreements for Packages I, J, K, and M will allow the County to have all but one of the Resurfacing Packages for both 2016 and 2017 to be under contract.

C. Legislative / Chronological History

- 2/24/2016 - All packages bid on as one total project. No bids were produced.
- 3/30/2016 – All packages bid on as one total project. No bids were produced.
- 3/28/2017 – Project split into 4 separate packages as described above. Two bids taken on each.
- 04/20/2017 – Recommendation to approve bidders a presented.

D. Alternatives

1. Approve the request to award Resurfacing Packages I, J, & K in the amount of \$1,840,133.06 to LCI – Lineberger Construction Inc. and Package M to C.R. Jackson in the amount of \$3,019,622.76.
2. Do not approve the request to award Resurfacing Packages I, J, & K in the amount of \$1,840,133.06 to LCI – Lineberger Construction Inc. and Package M to C.R. Jackson in the amount of \$3,019,622.76.
3. Approve the request to award Resurfacing Packages I, J, & K in the amount of \$1,840,133.06 to LCI – Lineberger Construction Inc. and disapprove Package M to C.R. Jackson in the amount of \$3,019,622.76.
4. Do not approve the request to award Resurfacing Packages I, J, & K in the amount of \$1,840,133.06 to LCI – Lineberger Construction Inc. and approve Package M to C.R. Jackson in the amount of \$3,019,622.76.

E. Final Recommendation

It is recommended that Council approve the request to award Resurfacing Packages I, J, & K in the amount of \$1,840,133.06 to LCI – Lineberger Construction Inc. and Package M to C.R. Jackson in the amount of \$3,019,622.76.



Richland County Office of Procurement
2020 Hampton Street, Suite 3064, Columbia, SC 29204
Phone: (803) 576-2130, Fax: (803) 576-2135

Memorandum

To: Gerald Seals, County Administrator

CC: Rob Perry, Director of Transportation
Tony Edwards, Assistant Director of Transportation
Kevin Bronson, Assistant to the County Administrator
Brandon Madden, Assistant to the County Administrator

From: Chris Younts, Procurement Manager

Date: 4/20/2017

RE: Resurfacing Packages I, J, K, & M

It is the recommendation of this office to award the contract for Resurfacing Package I to the lowest responsive and responsible bidder, LCI – Lineberger Construction, Inc, in the amount of \$758,626.92 plus a 10% contingency for a total of \$834,489.61.

Further, it is the recommendation of this office to award the contract for Resurfacing Package J to the lowest responsive and responsible bidder, LCI – Lineberger Construction, Inc, in the amount of \$480,196.91 plus a 10% contingency for a total of \$528,216.60.

Further, it is the recommendation of this office to award the contract for Resurfacing Package K to the lowest responsive and responsible bidder, LCI – Lineberger Construction, Inc, in the amount of \$434,024.41 plus a 10% contingency for a total of \$477,426.85.

And finally, it is the recommendation of this office to award the contract for Resurfacing Package M to the lowest responsive and responsible bidder, C. R. Jackson, Inc. in the amount of \$2,745,111.60 plus a 10% contingency for a total of \$3,019,622.76.

I am including additional documentation in support of these recommendations should you have any questions. If you should require anything further, please do not hesitate to let me know.



TRANSPORTATION PROGRAM

April 7, 2017

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

RE: Resurfacing Package I
PDT-597-IFB-2017

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, March 8, 2017 at the Richland County Office of Procurement at 2020 Hampton Street for the Resurfacing Package I Project. The Richland Program Development Team has reviewed the two (2) submitted bids for the Richland County Resurfacing Package I Project and found no irregularities in the bid. The bids received were as follows:

LCI - Lineberger Construction, Inc.	\$758,626.92
Site Prep, Incorporated	\$837,313.83

Further review shows that LCI - Lineberger Construction, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A non-mandatory Pre-Bid Conference was held on February 15, 2017, during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance of interested firms.

Attached is a final bid tabulation for your reference which indicates the low bid to be 29.44% above the Engineer's estimate at the time of the bid opening. While the low bid exceeds the Engineer's estimate, it is noted that low bids received for smaller Resurfacing Packages I, J, K and L (totaling 3.45 total miles in length altogether) were all higher than the Engineer's estimate at the time of bid opening. This trend continues a pattern seen for the past year in which we have made several attempts to award this work.

In each instance, bids have exceeded estimates or Contractors have simply opted not to submit bids for these projects at all. Attached for consideration is a Summary Table indicating historical data detailing results for 2016 Resurfacing Packages bid by the PDT during the past year.

The packages I, J, K & L were formerly bid as package E on 2/24/2016 and subsequently package G on 3/30/2016. No bids were received for either package. Contractors were contacted to gauge why no bids were received, and chose not to bid due to the short duration to complete the work.

E-mail: info@RichlandPenny.com Web: www.RichlandPenny.com P: 803-726-6170

T: 844-RCPenny

201 Arbor Lake Drive • Columbia, SC 29223



TRANSPORTATION PROGRAM

Contractors also indicated the subcontractors that typically perform the cement modified recycled base course were too busy to quote the work.

The PDT's Engineer's estimate unit price of hot mix asphalt surface course was \$91.30 for these bid packages. Contractor's unit rates varied from \$110.00 to \$132.85 for the same item. If the Engineer's estimate was adjusted using an average unit price of \$120.00 for this item, the total bid for all the resurfacing packages would be reasonable. For this package, a corrected Engineer's estimate would make LCI's bid within 13.2% of the estimate.

In summary, this is the third time these roads have been bid, and based on conditions, are the lowest rated roads in Richland County (in most need of repair), per the study that was performed. In addition, the market has been flooded with SCDOT resurfacing projects, which is inflating bids submitted for the Richland County Program. The average SCDOT resurfacing project is now costing \$322,000/mile for a long stretch of road. This package of 27 scattered roads has now been set back at least a year in completion and if we were to re-bid again, whether all in one package or in separate packages again, the bidders know the unit pricing, therefore rebidding for a fourth round is not anticipated to improve bid pricing. In addition, if approved for award, executing agreements for Packages I, J, K and L will allow the County to have all Resurfacing Packages for both 2016 and 2017 to be under contract.

A review of the low bid shows a commitment of 5.06% utilization of Small Local Business Enterprise (SLBE) companies which equals the 5.06% goal for this project. In light of the concerns outlined above, Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, LCI - Lineberger Construction, Inc. It is further recommended that the approval of the award also include a 10% contingency of \$75,862.69.

We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract

Sincerely,
RICHLAND PDT, A JOINT VENTURE

Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

2016 Resurfacing Packages - Summary of Bidding										
Resurfacing Package	Scope	Advertisement	Bid Date	Bidders	Bid Amount	Engineers Estimate	Award / No Award	Bid Cost/Mile	Est. Cost/Mile	
E	14 Roads 3.54 Miles	1/22/2016	2/24/2016	NONE	NA	\$977,106.36	No Award 2/25/2016	N/A	\$276,018.75	
G	27 Roads 3.54 Miles	3/1/2016	3/30/2016	NONE	NA	\$5,998,979.32	No Award 4/20/2016	N/A	\$340,346.11	
I	9 Roads 1.716 Miles	10/14/2016 2/8/2017	3/8/2017	LCI - Linberger Site Prep, Inc.	\$758,626.92 \$837,313.83	\$586,065.37	Award Pending	\$442,090.28	\$341,529.94	
J	8 Roads 1.032 Miles	10/14/2016 2/8/2017	3/8/2017	LCI - Linberger Site Prep, Inc.	\$480,196.91 \$499,954.90	\$381,460.00	Award Pending	\$465,307.08	\$369,631.78	
K	8 Roads 0.977 Miles	10/14/2016 2/8/2017	3/8/2017	LCI - Linberger Armstrong Contractors	\$434,024.41 \$505,280.24	\$332,397.99	Award Pending	\$444,241.98	\$340,223.12	
L	2 Roads 0.248 Miles	10/14/2016 2/8/2017	3/8/2017	LCI - Linberger Armstrong Contractors	\$112,060.26 \$142,337.19	\$79,179.83	Award Pending	\$451,855.89	\$319,273.51	

*Cost of SCDOT Resurfacing Program
is now averaging \$322,000/mile

ENGINEER'S ESTIMATE
ON BID DAY

2016 RICHLAND COUNTY RESURFACING PROJECT PACKAGE I

9/23/2016

ITEM #	DESCRIPTION	LENGTH (MI.)											TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE						
		0.07	0.16	0.27	0.04	0.19	0.46	0.04	0.14	0.36	1.715										
1031000	MOBILIZATION																	\$29,333.33		\$29,333.33	
1071000	TRAFFIC CONTROL																			\$12,100.00	\$12,100.00
3063308	CEMENT MODIFIED RECYCLED BASE COURSE (8" UNIFORM)		1600.000	3422.222	932.333	2961.222	8565.333	984.667	1978.667	5947.333	29178.222	5947.333	118.947	594.730	594.730	2917.810	408.000	\$6.33	\$154.00	\$91.30	\$266,396.05
3064000	PORTLAND CEMENT FOR CEMENT MODIFIED RECYCLED BASE		32.000	68.444	18.647	59.224	171.307	19.683	39.573	118.947	593.564	118.947	39.573	594.730	594.730	2917.810	408.000	\$91.30	\$154.00	\$91.30	\$266,396.05
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C		160.000	278.640	99.230	296.120	858.530	98.470	197.870	594.730	2917.810	594.730	197.870	594.730	594.730	2917.810	408.000	\$91.30	\$154.00	\$91.30	\$266,396.05
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)		0.000	48.000	0.000	0.000	216.000	0.000	48.000	96.000	408.000	96.000	48.000	96.000	96.000	408.000	408.000	\$9.35	\$9.35	\$9.35	\$3,814.80
																				TOTAL	\$586,065.37

LCI

Resurfacing Project I
 Richland County, South Carolina

RESURFACING PROJECT I
 BID FORM

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC.	28,942.14	28,942.14
1071000	TRAFFIC CONTROL	LS	NEC.	17,676.82	17,676.82
3063308	CEMENT MODIFIED RECYCLED BASE COURSE (8" UNIFORM)	SY	29178.22	9.73	283,904.08
3064000	PORTLAND CEMENT FOR CEMENT MODIFIED RECYCLED BASE	TON	583.56	150.00	87,534.00
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	2917.81	115.45	336,861.16
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	408.00	9.09	3,708.72
				TOTAL =	758,626.92

C.R. JACKSON

Resurfacing Project M
Richland County, South Carolina

RESURFACING PROJECT M
BID FORM

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC.	130,000.00	130,000.00
1071000	TRAFFIC CONTROL	LS	NEC.	155,000.00	155,000.00
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	SY	2942.00	69.00	202,998.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	74308.00	3.00	222,924.00
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	16907.80	120.00	2,028,936.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	528.00	9.95	5,253.60
			TOTAL =		\$ 2,745,111.60

Print this page

Board: Commercial Contractors

LCI - LINEBERGER CONSTRUCTION INC
1212 KERSHAW CAMDEN HWY
LANCASTER, SC 29720-7506
(803) 286-5555

License number: 95014
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 03/29/1996
Classification: BD5 AP5 CP5 GD5 WL5

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises

KIMBERLY LINEBERGER - (COG)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS***

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016



TRANSPORTATION PROGRAM

PRE-BID SIGN IN SHEET

Project: Resurfacing Project Package I

Date: February 15, 2017

Meeting Time: 09:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
Ed Culp	Site - Prep Inc. of NC	eculp@site-prep.com	803 242 4853
Dana McCall	Shady Grove Construction	danamccall77@yahoo.com	803-572-2700
DAVE BIXLER	ESP ASSOCIATES	DBIXLER@ESPASSOCIATES.COM	803 705-2229
Dale Collier	Richland PDT	dcollier@richlandpenny.com	803-917-6258
Simon Holliday	LJ Holliday LLC	ljholliday1@gmail.com	803 319-4553
Walter Holliday	"	"	"
GERALD WALKER	RICHLAND PDT	G.WALKER@RICHLANDPENNY.COM	803.726.6151
Shawn Salley	Richland County	salley.s2@rcgov.us	803 726-6149
Brian King	Richland PDT	bkng@richlandpenny.com	803-351-5289
Rob Perry	Richland County	PerryR@rcgov.us	(803) 576-1526



TRANSPORTATION PROGRAM

PRE-BID SIGN IN SHEET

Project: Resurfacing Project Package I

Date: February 15, 2017

Meeting Time: 09:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
Scott Jordan	Armstrong Contractors	Scott @ armstrongcontractors.com	803-513-9254
Tony Edwards	Richland County	EdwardsT@regov.us	706-6170
Mary Spence	Richland County	Spence.M@regov.us	576-1598
Jennifer Wladischnik	Richland County	wladj@rc.gov.us	576-2126
Tangela Nichols	OSBO	tnichols nichols@regov.us	576-1547
Janet Jones	Richland PPT	JJones@RichlandPPT.com	726-6168



TRANSPORTATION PROGRAM

MARYLAND COURT
PROCUREMENT DEPT

2017 MAR -8 PM 2:00

Resurfacing I
Bid Tabulation Sheet
PDT-597-IFB-2017
March 8, 2017 - 2:00 PM

BIDDER	TOTAL BID
LGI Lineberger Construction	758,626.92
Site Prep Inc.	837,313.83

CERTIFIED BY John Collier

(15) SMALL LOCAL BUSINESS ENTERPRISES (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER shall utilize firms from the COUNTY's SLBE certified directory. Additionally, the BIDDER must complete the information below on each certified firm and submit it with its Solicitation response.

Information relative to the COUNTY's SLBE Ordinance and its Directory of Certified SLBEs can be found on the COUNTY's website at:
<http://www.rcgov.us>

Information must be completed on this sheet and submitted with bid/proposal

Owner's Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm Name	Scope/Type of Work	Estimated Percentage (%) of Total Contract*	Estimated Dollar Value (\$) of Total Contract**
Kirsten L. Whitaker 3105 Wilkinson Dr. Columbus, SC 29229	M. L. Whitaker, Hauling, LLC	Hauling	5.06%	\$42,484.00

*Percentage (%) of the total contract amount committed to each SLBE listed.

**The dollar value (\$) of the total contract amount committed to each SLBE listed.

I hereby certify that this company has been contacted and accepted the scope / type of work listed above. Furthermore, I hereby certify that SLBEs listed above are willing to perform the work and that I am committed to utilizing the above firm(s) on this contract. This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct. SWORN to before me this 8th day of March, 2017

LCT-Lineberger Construction, Inc.
 Company
[Signature]
 Legal Signature

Notary Public for: Lancaster County
 My Commission Expires: 1/12/2026



b. 2017 Resurfacing Package J: Construction contract award

Included in your agenda you will find a recommendation to award The 2017 Resurfacing Package J contract to LCI-Lineberger Construction, Inc. This contract constitutes 8 paved roads maintained by the County located in Council District 2. This project included a 4.86% SLBE goal that LCI-Lineberger Construction met. Recommendation is to award in the amount of \$480,196.91 and to authorize a 10% construction contingency in the amount of \$48,019.69. This would place the total authorization at: \$528,216.60.

Council District	Year	Package	Road Name
2	2016	J	Avocet Ct.
2	2016	J	Egret Ct
2	2016	J	Heron Ct.
2	2016	J	Heron Dr
2	2016	J	Merganser Ct.
2	2016	J	Peregrine Ct
2	2016	J	Plover Ct.
2	2016	J	Swallow Ct.



Richland County Office of Procurement
2020 Hampton Street, Suite 3064, Columbia, SC 29204
Phone: (803) 576-2130, Fax: (803) 576-2135

Memorandum

To: Gerald Seals, County Administrator

CC: Rob Perry, Director of Transportation
Tony Edwards, Assistant Director of Transportation
Kevin Bronson, Assistant to the County Administrator
Brandon Madden, Assistant to the County Administrator

From: Chris Younts, Procurement Manager

Date: 4/20/2017

RE: Resurfacing Packages I, J, K, & M

It is the recommendation of this office to award the contract for Resurfacing Package I to the lowest responsive and responsible bidder, LCI – Lineberger Construction, Inc, in the amount of \$758,626.92 plus a 10% contingency for a total of \$834,489.61.

Further, it is the recommendation of this office to award the contract for Resurfacing Package J to the lowest responsive and responsible bidder, LCI – Lineberger Construction, Inc, in the amount of \$480,196.91 plus a 10% contingency for a total of \$528,216.60.

Further, it is the recommendation of this office to award the contract for Resurfacing Package K to the lowest responsive and responsible bidder, LCI – Lineberger Construction, Inc, in the amount of \$434,024.41 plus a 10% contingency for a total of \$477,426.85.

And finally, it is the recommendation of this office to award the contract for Resurfacing Package M to the lowest responsive and responsible bidder, C. R. Jackson, Inc. in the amount of \$2,745,111.60 plus a 10% contingency for a total of \$3,019,622.76.

I am including additional documentation in support of these recommendations should you have any questions. If you should require anything further, please do not hesitate to let me know.



TRANSPORTATION PROGRAM

April 10, 2017

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

RE: Resurfacing Package J
PDT-598-IFB-2017

Dear Mr. Perry:

A bid opening was held at 2:15 PM on Wednesday, March 8, 2017 at the Richland County Office of Procurement at 2020 Hampton Street for the Resurfacing Package J Project. The Richland Program Development Team has reviewed the two (2) submitted bids for the Richland County Resurfacing Package J Project and found no irregularities in the bid. The bids received were as follows:

LCI - Lineberger Construction, Inc.	\$480,196.91
Site Prep, Incorporated	\$499,954.90

Further review shows that LCI - Lineberger Construction, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A non-mandatory Pre-Bid Conference was held on February 15, 2017, during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance interested firms.

Attached is a final bid tab sheet for your reference which indicates the low bid to be 25.88% above the Engineer's estimate at the time of the bid opening. While the low bid exceeds the Engineer's estimate, it is noted that low bids received for smaller Resurfacing Packages I, J, K and L (totaling 3.45 total miles in length altogether) were all higher than the Engineer's estimate at the time of bid opening. This trend continues a pattern seen for the past year in which we have made several attempts to award this work.

In each instance, bids have exceeded estimates or Contractors have simply opted not to submit bids for these projects at all. Attached for consideration is a Summary Table indicating historical data detailing bid results for 2016 Resurfacing Packages bid by the PDT during the past year.

The packages I, J, K & L were formerly bid as package E on 2/24/2016 and subsequently package G on 3/30/2016. No bids were received for either package. Contractors were contacted to gauge why no bids were received, and chose not to bid due to the short duration to complete the work.



TRANSPORTATION PROGRAM

Contractors also indicated the subcontractors that typically perform the cement modified base course were too busy to quote the work.

The PDT's Engineer's estimate unit price of hot mix asphalt surface course was \$91.30 for these bid packages. Contractor's unit rates varied from \$110.00 to \$132.85 for the same item. If the Engineer's estimate was adjusted using an average unit price of \$120.00 for this item, the total bid for all the resurfacing packages would be reasonable. For this package, a corrected Engineer's estimate would make LCI's bid within 10.2% of the estimate.

In summary, this is the third time these roads have been bid, and based on conditions, are the lowest rated roads in Richland County (in most need of repair), per the study that was performed. In addition, the market has been flooded with SCDOT resurfacing projects, which is inflating bids submitted for the Richland County Program. The average SCDOT resurfacing project is now costing \$322,000/mile for a long stretch of road. This package of 27 scattered roads has now been set back at least a year in completion and if we were to re-bid again, whether all in one package or in separate packages again, the bidders know the unit pricing, therefore rebidding for a fourth round is not anticipated to improve bid pricing. In addition, if approved for award, executing agreements for Packages I, J, K and L will allow the County to have all Resurfacing Packages for both 2016 and 2017 to be under contract. In addition, if approved for award, executing agreements for Packages I, J, K and L will allow the County to have all Resurfacing Packages for both 2016 and 2017 to be under contract.

A review of the low bid shows a commitment of 4.86% utilization of Small Local Business Enterprise (SLBE) companies which equals the 4.86% goal for this project. In light of the concerns outlined above, Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, LCI - Lineberger Construction, Inc. It is further recommended that the approval of the award also include a 10% contingency of \$48,019.69.

We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,
RICHLAND PDT, A JOINT VENTURE

Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

2016 Resurfacing Packages - Summary of Bidding										
Resurfacing Package	Scope	Advertisement	Bid Date	Bidders	Bid Amount	Engineers Estimate	Award / No Award	Bid Cost/Mile	Est. Cost/Mile	
E	14 Roads 3.54 Miles	1/22/2016	2/24/2016	NONE	NA	\$977,106.36	No Award 2/25/2016	N/A	\$276,018.75	
G	27 Roads 3.54 Miles	3/1/2016	3/30/2016	NONE	NA	\$5,998,979.32	No Award 4/20/2016	N/A	\$340,346.11	
I	9 Roads 1.716 Miles	10/14/2016 2/8/2017	3/8/2017	LCI - Linberger Site Prep, Inc.	\$758,626.92 \$837,313.83	\$586,065.37	Award Pending	\$442,090.28	\$341,529.94	
J	8 Roads 1.032 Miles	10/14/2016 2/8/2017	3/8/2017	LCI - Linberger Site Prep, Inc.	\$480,196.91 \$499,954.90	\$381,460.00	Award Pending	\$465,307.08	\$369,631.78	
K	8 Roads 0.977 Miles	10/14/2016 2/8/2017	3/8/2017	LCI - Linberger Armstrong Contractors	\$434,024.41 \$505,280.24	\$332,397.99	Award Pending	\$444,241.98	\$340,223.12	
L	2 Roads 0.248 Miles	10/14/2016 2/8/2017	3/8/2017	LCI - Linberger Armstrong Contractors	\$112,060.26 \$142,337.19	\$79,179.83	Award Pending	\$451,855.89	\$319,273.51	

*Cost of SCDOT Resurfacing Program
is now averaging \$322,000/mile

CCI

Resurfacing Project J
 Richland County, South Carolina

RESURFACING PROJECT PACKAGE J
 BID FORM

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC.	17,949 ³⁶	17,949 ³⁶
1071000	TRAFFIC CONTROL	LS	NEC.	11,798 ³⁷	11,798 ³⁷
3063308	CEMENT MODIFIED RECYCLED BASE COURSE (8" UNIFORM)	SY	18937.88	10 ¹²	191,651 ³⁵
3064000	PORTLAND CEMENT FOR CEMENT MODIFIED RECYCLED BASE	TON	378.76	145 ⁷⁹	55,219 ⁴²
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	1888.79	107 ³²	202,704 ⁹⁰
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	96.00	9 ¹⁰	873 ⁶⁰
				TOTAL	480,196 ⁹¹

C.R. JACKSON

Resurfacing Project M
Richland County, South Carolina

RESURFACING PROJECT M
BID FORM

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC.	130,000.00	130,000.00
1071000	TRAFFIC CONTROL	LS	NEC.	155,000.00	155,000.00
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	SY	2942.00	69.00	202,998.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	74308.00	3.00	222,924.00
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	16907.80	120.00	2,028,936.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	528.00	9.95	5,253.60
				TOTAL =	\$ 2,745,111.60

Print this page

Board: Commercial Contractors

LCI - LINEBERGER CONSTRUCTION INC
1212 KERSHAW CAMDEN HWY
LANCASTER, SC 29720-7506
(803) 286-5555

License number: 95014
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 03/29/1996
Classification: BD5 AP5 CP5 GD5 WL5

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises

KIMBERLY LINEBERGER - (COG)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS ***

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016



TRANSPORTATION PROGRAM

STANISLAU COUNTY PROCUREMENT DEPT

2017 MAR -8 PM 2: 15

Resurfacing J
Bid Tabulation Sheet
PDT-598-IFB-2017
March 8, 2017 - 2:15 PM

BIDDER	TOTAL BID
LCT Linerberger Construction INC.	480,196.91
Site Prep Inc.	499,954.90

CERTIFIED BY Paul Collins



TRANSPORTATION PROGRAM

PRE-BID SIGN IN SHEET

Project: Resurfacing Project Package J
Date: February 15, 2017
Meeting Time: 09:30 AM

NAME	ORGANIZATION	EMAIL	PHONE
Ed Culp	Site-Prep Inc of MI	eculp@site-prep.com	803 242 4853
Scott Jacob	Armstrong Contractors	scott@armstrongcontractors.com	803-513 9254
Dana McCall	Shady Grove Construction	dana.mcall@shadygrove.com	803-572-2700
Tony Edwards	Richard Co	edwards@rcgov.us	726 6170
DAVE BIXLER	ESP ASSOCIATES	dbixler@espassociates.com	705-2229
Chelsea Holliday	LJ Holliday, LLC	williamjh7@yahoo.com	(803) 319-4553
Tangela Nichols	OSBO	nicholst@rcgov.us	576-1547



TRANSPORTATION PROGRAM

PRE-BID SIGN IN SHEET

Project: Resurfacing Project Package J

Date: February 15, 2017

Meeting Time: 09:30 AM

NAME	ORGANIZATION	EMAIL	PHONE
Rob Perry	Richland County	PerryR@rcgov.us	(803) 576-1526
Jennifer Wladischkin	Richland County	wladj@rcgov.us	576-2126
Shawn Salley	Richland County	salleyS2@rcgov.us	726-6149
Brian King	Richland PDT	bking@richlandperry.com	803 - 351-5287
Mary Spence	Richland County	SpenceM@rcgov.us	576-1548
Janet Jones	Richland PDT	J.Jones@richlandperry.com	726-6148
Dale Collier	Richland PDT	dcollier@richlandperry.com	803-917-6258

(15) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER shall utilize firms from the COUNTY's SLBE certified directory. Additionally, the BIDDER must complete the information below on each certified firm and submit it with its Solicitation response.

Information relative to the COUNTY's SLBE Ordinance and its Directory of Certified SLBEs can be found on the COUNTY's website at:
<http://www.fcgov.us>

Information must be completed on this sheet and submitted with bid/proposal

Owner's Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm Name	Scope/Type of Work	Estimated Percentage (%) of Total Contract*	Estimated Dollar Value (\$) of Total Contract**
Kirsten Whittaker 3145 Wilkinson Dr Columbia, SC	M.L. Whittaker Hauling, LLC	Hauling	4.80%	\$ 23,500.00

* Percentage (%) of the total contract amount committed to each SLBE listed.

** The dollar value (\$) of the total contract amount committed to each SLBE listed.

I hereby certify that this company has been contacted and accepted the scope / type of work listed above. Furthermore, I hereby certify that SLBEs listed above are willing to perform the work and that I am committed to utilizing the above firm(s) on this contract. This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct. SWORN to before me this _____ day of _____, 20__.

LCI - Linberg Construction Inc
 Company
[Signature]
 Legal Signature

Notary Public for: Lancaster County My Commission Expires: 1/12/2026



c. 2017 Resurfacing Package K: Construction contract award

Included in your agenda you will find a recommendation to award The 2017 Resurfacing Package K contract to LCI-Lineberger Construction, Inc. This contract constitutes 8 paved roads maintained by the County located in Council District 7. This project included a 5.0% SLBE goal that LCI-Lineberger Construction met. Recommendation is to award in the amount of \$434,024.41 and to authorize a 10% construction contingency in the amount of \$43,402.44. This would place the total authorization at: \$477,426.85.

Council District	Year	Package	Road Name
7	2016	K	Golden Ct
7	2016	K	Golden Oak Cir.
7	2016	K	Leaf Cir
7	2016	K	Lincolnshire Blvd
7	2016	K	Lincolnshire Ct.
7	2016	K	Meadowlake Dr
7	2016	K	Oak Timber Cir
7	2016	K	Silver Oak Cir



Richland County Office of Procurement
2020 Hampton Street, Suite 3064, Columbia, SC 29204
Phone: (803) 576-2130, Fax: (803) 576-2135

Memorandum

To: Gerald Seals, County Administrator

CC: Rob Perry, Director of Transportation
Tony Edwards, Assistant Director of Transportation
Kevin Bronson, Assistant to the County Administrator
Brandon Madden, Assistant to the County Administrator

From: Chris Younts, Procurement Manager

Date: 4/20/2017

RE: Resurfacing Packages I, J, K, & M

It is the recommendation of this office to award the contract for Resurfacing Package I to the lowest responsive and responsible bidder, LCI – Lineberger Construction, Inc, in the amount of \$758,626.92 plus a 10% contingency for a total of \$834,489.61.

Further, it is the recommendation of this office to award the contract for Resurfacing Package J to the lowest responsive and responsible bidder, LCI – Lineberger Construction, Inc, in the amount of \$480,196.91 plus a 10% contingency for a total of \$528,216.60.

Further, it is the recommendation of this office to award the contract for Resurfacing Package K to the lowest responsive and responsible bidder, LCI – Lineberger Construction, Inc, in the amount of \$434,024.41 plus a 10% contingency for a total of \$477,426.85.

And finally, it is the recommendation of this office to award the contract for Resurfacing Package M to the lowest responsive and responsible bidder, C. R. Jackson, Inc. in the amount of \$2,745,111.60 plus a 10% contingency for a total of \$3,019,622.76.

I am including additional documentation in support of these recommendations should you have any questions. If you should require anything further, please do not hesitate to let me know.



TRANSPORTATION PROGRAM

April 10, 2017

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

RE: Resurfacing Package K
PDT-599-IFB-2017

Dear Mr. Perry:

A bid opening was held at 2:30 PM on Wednesday, March 8, 2017 at the Richland County Office of Procurement at 2020 Hampton Street for the Resurfacing Package K Project. The Richland Program Development Team has reviewed the two (2) submitted bids for the Richland County Resurfacing Package K Project and found no irregularities in the bid. The bids received were as follows:

LCI - Lineberger Construction, Inc.	\$434,024.41
Armstrong Contractors	\$505,280.24

Further review shows that LCI - Lineberger Construction, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A non-mandatory Pre-Bid Conference was held on February 15, 2017, during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance interested firms.

Attached is a final bid tab sheet for your reference which indicates the low bid to be 30.57% above the Engineer's estimate at the time of the bid opening. While the low bid exceeds the Engineer's estimate, it is noted that low bids received for smaller Resurfacing Packages I, J, K and L (totaling 3.45 total miles in length altogether) were all higher than the Engineer's estimate at the time of bid opening. This trend continues a pattern seen for the past year in which we have made several attempts to award this work.

In each instance, bids have exceeded estimates or Contractors have simply opted not to submit bids for these projects at all. Attached for consideration is a Summary Table indicating historical data detailing results for 2016 Resurfacing Packages bid by the PDT during the past year.

The packages I, J, K & L were formerly bid as package E on 2/24/2016 and subsequently package G on 3/30/2016. No bids were received for either package. Contractors were contacted to gauge why no bids were received, and chose not to bid due to short duration to complete the work.

E-mail: info@RichlandPenny.com Web: www.RichlandPenny.com P: 803-726-6170

T: 844-RCPenny

201 Arbor Lake Drive • Columbia, SC 29223



TRANSPORTATION PROGRAM

Contractors also indicated the subcontractors that typically perform the cement modified recycled base course were too busy to quote the work.

The PDT's Engineer's estimate unit price of hot mix asphalt surface course was \$91.30 for these bid packages. Contractor's unit rates varied from \$110.00 to \$132.85 for the same item. If the Engineer's estimate was adjusted using an average unit price of \$120.00 for this item, the total bid for all the resurfacing packages would be reasonable. For this package, a corrected Engineer's estimate would make LCI's bid within 13.9% of the estimate.

In summary, this is the third time these roads have been bid, and based on conditions, are the lowest rated roads in Richland County (in most need of repair), per the study that was performed. In addition, the market has been flooded with SCDOT resurfacing projects, which is inflating bids submitted for the Richland County Program. The average SCDOT resurfacing project is now costing \$322,000/mile for a long stretch of road. This package of 27 scattered roads has now been set back at least a year in completion and if we were to re-bid again, whether all in one package or in separate packages again, the bidders know the unit pricing, therefore rebidding for a fourth round is not anticipated to improve bid pricing. In addition, if approved for award, executing agreements for Packages I, J, K and L will allow the County to have all Resurfacing Packages for both 2016 and 2017 to be under contract. In addition, if approved for award, executing agreements for Packages I, J, K and L will allow the County to have all Resurfacing Packages for both 2016 and 2017 to be under contract.

A review of the low bid shows a commitment of 5.00% utilization of Small Local Business Enterprise (SLBE) companies which equals the 5.00% goal for this project. In light of the concerns outlined above, Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, LCI - Lineberger Construction, Inc. It is further recommended that the approval of the award also include a 10% contingency of \$43,402.44.

We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract

Sincerely,
RICHLAND PDT, A JOINT VENTURE

Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

2016 Resurfacing Packages - Summary of Bidding

Resurfacing Package	Scope	Advertisement	Bid Date	Bidders	Bid Amount	Engineers Estimate	Award / No Award	Bid Cost/Mile	Est. Cost/Mile
E	14 Roads 3.54 Miles	1/22/2016	2/24/2016	NONE	NA	\$977,106.36	No Award 2/25/2016	N/A	\$276,018.75
G	27 Roads 3.54 Miles	3/1/2016	3/30/2016	NONE	NA	\$5,998,979.32	No Award 4/20/2016	N/A	\$340,346.11
I	9 Roads 1.716 Miles	10/14/2016 2/8/2017	3/8/2017	LCI - Linberger Site Prep, Inc.	\$758,626.92 \$837,313.83	\$586,065.37	Award Pending	\$442,090.28	\$341,529.94
J	8 Roads 1.032 Miles	10/14/2016 2/8/2017	3/8/2017	LCI - Linberger Site Prep, Inc.	\$480,196.91 \$499,954.90	\$381,460.00	Award Pending	\$465,307.08	\$369,631.78
K	8 Roads 0.977 Miles	10/14/2016 2/8/2017	3/8/2017	LCI - Linberger Armstrong Contractors	\$434,024.41 \$505,280.24	\$332,397.99	Award Pending	\$444,241.98	\$340,223.12
L	2 Roads 0.248 Miles	10/14/2016 2/8/2017	3/8/2017	LCI - Linberger Armstrong Contractors	\$112,060.26 \$142,337.19	\$79,179.83	Award Pending	\$451,855.89	\$319,273.51

*Cost of SCDOT Resurfacing Program
is now averaging \$322,000/mile

LCI

Resurfacing Project K
 Richland County, South Carolina

RESURFACING PROJECT K
 BID FORM

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC.	20,547.76	20,547.76
1071000	TRAFFIC CONTROL	LS	NEC.	10,613.72	10,613.72
3063308	CEMENT MODIFIED RECYCLED BASE COURSE (8" UNIFORM)	SY	16796.67	10.16	160,494.17
3064000	PORTLAND CEMENT FOR CEMENT MODIFIED RECYCLED BASE	TON	315.93	145.73	46,040.48
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	1684.12	115.02	193,707.48
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	288.00	9.10	2,620.80
				TOTAL =	434,024.41

C.R. JACKSON

Resurfacing Project M
Richland County, South Carolina

RESURFACING PROJECT M
BID FORM

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC.	130,000 ⁰⁰	130,000 ⁰⁰
1071000	TRAFFIC CONTROL	LS	NEC.	155,000 ⁰⁰	155,000 ⁰⁰
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	SY	2942.00	69 ⁰⁰	202,998 ⁰⁰
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	74308.00	3 ⁰⁰	222,924 ⁰⁰
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	16907.80	120 ⁰⁰	2,028,936 ⁰⁰
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	528.00	9 ⁹⁵	5,253 ⁶⁰
				TOTAL =	\$ 2,745,111 ⁶⁰

Print this page

Board: Commercial Contractors

LCI - LINEBERGER CONSTRUCTION INC
1212 KERSHAW CAMDEN HWY
LANCASTER, SC 29720-7506
(803) 286-5555

License number: 95014
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 03/29/1996
Classification: BD5 AP5 CP5 GD5 WL5

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises
KIMBERLY LINEBERGER - (COG)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS ***

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016



TRANSPORTATION PROGRAM

PRE-BID SIGN IN SHEET

Project: Resurfacing Project Package K
 Date: February 15, 2017
 Meeting Time: 10:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
Mary Spence	Richland County	Spence.M@rcgov.us	576-1548
Tangela Nichols	OSBO	nicholst@rcgov.us	576-1547
Chelsea Holliday	LJ Holliday, LLC	lholliday7@gmail.com lholliday7@ljholliday.com	(803) 319-4553
DAVE BIXLER	ESP ASSOCIATES	DBIXLER@ESPASSOCIATES.COM	803 705 2229
Shawn Call	Shuch Grove Contractors	shuchmccall@gmail.com	803-572-2760
Scott Jorda	Armstrong contractors	scott@armstrongcontractors.com	803-513-9254
Tony Edwards	Richard Co	edwards@rcgov.us	726 6170
Frank MITCHELL	ORION CONSTRUCT	orionmitch@aol.com	602-8645
Simone Holliday S.	lholliday7@gmail.com	LJ HOLLIDAY LLC	803 319-4553
Dale Collier	dcollier@richlandfenny.com	Richard PDT	803-917-6258



TRANSPORTATION PROGRAM

PRE-BID SIGN IN SHEET

Project: Resurfacing Project Package K

Date: February 15, 2017

Meeting Time: 10:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
Brian King	Richland PDT	bking@richlandperry.com	803-351-5259
Ed Culp	Site-Prep Inc of NC	eculp@site-prep.com	803-242-4853
Ton Jones	SZ Engineering & Consult.	offr 803-407-0600 GenojSouth@gmail.com dell 704-426-7653	
GERALD WALKER	RICHLAND PDT	G.WALKER@RICHLANDPERRY.COM	803.726.6151
Shawn Salley	Richland County	SalleyS2@rcgov.us	803 726 4149
Jennifer Wladischlein	Richland County	Wladja@rcgov.us	576-2126
Rob Perry	Richland County	PerryR@rcgov.us	576-1526
Jane + Sons	Richland PDT	J.Sons@RichlandPerry.com	726-6660



TRANSPORTATION
PROGRAM

MICHIGAN COUNTY
PROCUREMENT DEPT

2017 MAR -8 PM 2:30

Resurfacing K
Bid Tabulation Sheet
PDT-599-IFB-2017
March 8, 2017 - 2:30 PM

BIDDER	TOTAL BID
Armstrong Contractors	505,280.24
LCI Linelberger Construction, Inc.	434,024.41

CERTIFIED BY Jane Collins

Resurfacing Project K
 Richland County, South Carolina

(15) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER shall utilize firms from the COUNTY's SLBE certified directory. Additionally, the BIDDER must complete the information below on each certified firm and submit it with its Solicitation response.

Information relative to the COUNTY's SLBE Ordinance and its Directory of Certified SLBEs can be found on the COUNTY's website at: <http://www.fcgov.us>

Information must be completed on this sheet and submitted with bid/proposal

Owner's Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm Name	Scope/Type of Work	Estimated Percentage (%) of Total Contract*	Estimated Dollar Value (\$) of Total Contract**
Kirsten L. Whitaker 2165 Wilkenson Drive Columbus, SC 29224	M.L. Whitaker, Inc.	Hauling	5.00%	\$21,702.00

*Percentage (%) of the total contract amount committed to each SLBE listed.

**The dollar value (\$) of the total contract amount committed to each SLBE listed.

I hereby certify that this company has been contacted and accepted the scope / type of work listed above. Furthermore, I hereby certify that SLBEs listed above are willing to perform the work and that I am committed to utilizing the above firm(s) on this contract. This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct. SWORN to before me this _____ day of _____, 20__.

<u>Lee-Linberger Construction, Inc.</u> Company	<u>W. P. Linberger, Jr.</u> Legal Signature
Notary Public for: <u>Lancaster County</u>	My Commission Expires: <u>1/12/2026</u>



d. 2017 Resurfacing Package M: Construction contract award

Included in your agenda you will find a recommendation to award The 2017 Resurfacing Package M contract to C.R. Jackson, Inc. This contract constitutes 56 paved roads maintained by the County located in Council Districts 1, 2, 7 and 9. This project included a 2.27% SLBE goal that C.R. Jackson met. Recommendation is to award in the amount of \$2,745,111.60 and to authorize a 10% construction contingency in the amount of \$274,511.16. This would place the total authorization at: \$3,019,622.76.

Council District	Year	Package	Road Name
7	2017	M	Addy Ct
9	2017	M	Aiken Hunt Cir
9	2017	M	Avenel Ct
7	2017	M	Balfour Ct
1/2	2017	M	Brafield Pl
9	2017	M	Brookline Ct
1	2017	M	Bucktail Dr
7	2017	M	Chasewood Ct
1	2017	M	Clay Ct.
7	2017	M	Clearwell Ct
2	2017	M	Darcy Ct
1	2017	M	Deuce Ct.
9	2017	M	Doral Ct
7	2017	M	Elton Ct
7	2017	M	Fawnwood Ct.
9	2017	M	Firestone Ct
1	2017	M	Forty Love Pt
1	2017	M	Glen Ridge Ct.
1	2017	M	Gleneagle Cir (NE section)
1	2017	M	Glenhawk Loop
9	2017	M	Kenmure Ct
7	2017	M	Lancer Ct
1	2017	M	Marway Ct.
1	2017	M	Match Point Dr
7	2017	M	Meadow Creek Dr
9	2017	M	North Crossing Ct.
9	2017	M	North Crossing Dr.
1	2017	M	Persimmon Wood Ct
9	2017	M	Pintail Ln.
1	2017	M	Pond Edge Ln
1	2017	M	Racket Rd
1/2	2017	M	Riverwalk Way
7	2017	M	Sagamare Rd



TRANSPORTATION
PROGRAM

9	2017	M	Sawgrass Ct
1	2017	M	Set Point Ct.
9	2017	M	Spyglass Ct
1	2017	M	Staffwood Dr
7	2017	M	Stamhope Ct
9	2017	M	Teal Way
1	2017	M	Tennis Ct.
7	2017	M	Tillbury Dr
9	2017	M	Toms Chase Rd
7	2017	M	Torwood Dr
1	2017	M	Willowood Pkwy
7	2017	M	Windward Ct
9	2017	M	Woodlands Ridge Rd.
7	2017	M	Clearidge Ct - 00530
9	2017	M	Den Hague Ct - 00705
7	2017	M	Lionburg Ct - 01440
1	2017	M	Misty Glen Ct - 01592
7	2017	M	Newcourt Pl - 01664
7	2017	M	Ruthberry Ct - 02031
1	2017	M	Tipton Cir - 02427
7	2017	M	Touchfield Ct - 02438
1	2017	M	Ultra Way - 02479
7	2017	M	Yorkton Ct - 02736



Richland County Office of Procurement
2020 Hampton Street, Suite 3064, Columbia, SC 29204
Phone: (803) 576-2130, Fax: (803) 576-2135

Memorandum

To: Gerald Seals, County Administrator

CC: Rob Perry, Director of Transportation
Tony Edwards, Assistant Director of Transportation
Kevin Bronson, Assistant to the County Administrator
Brandon Madden, Assistant to the County Administrator

From: Chris Younts, Procurement Manager

Date: 4/20/2017

RE: Resurfacing Packages I, J, K, & M

It is the recommendation of this office to award the contract for Resurfacing Package I to the lowest responsive and responsible bidder, LCI – Lineberger Construction, Inc, in the amount of \$758,626.92 plus a 10% contingency for a total of \$834,489.61.

Further, it is the recommendation of this office to award the contract for Resurfacing Package J to the lowest responsive and responsible bidder, LCI – Lineberger Construction, Inc, in the amount of \$480,196.91 plus a 10% contingency for a total of \$528,216.60.

Further, it is the recommendation of this office to award the contract for Resurfacing Package K to the lowest responsive and responsible bidder, LCI – Lineberger Construction, Inc, in the amount of \$434,024.41 plus a 10% contingency for a total of \$477,426.85.

And finally, it is the recommendation of this office to award the contract for Resurfacing Package M to the lowest responsive and responsible bidder, C. R. Jackson, Inc. in the amount of \$2,745,111.60 plus a 10% contingency for a total of \$3,019,622.76.

I am including additional documentation in support of these recommendations should you have any questions. If you should require anything further, please do not hesitate to let me know.



TRANSPORTATION PROGRAM

March 17, 2017

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

RE: Resurfacing Package M
Project No. PDT-596-IFB-2017

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, March 15, 2017 at the Richland County Office of Procurement at 2020 Hampton Street for the Resurfacing Package M Project. The Richland Program Development Team has reviewed the one (1) submitted bid for the Richland County 2017 Resurfacing Package M Project and found no irregularities in the bid. The bid received was as follows:

C. R. Jackson, Inc. \$2,745,111.60

Further review shows that C. R. Jackson, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A non-mandatory Pre-Bid Conference was held at 10:00 AM on February 22, 2017, during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance interested firms.

Attached is a final bid tab sheet for your reference which indicates the low bid to be 8.23% below the Engineer's estimate of \$2,991,433.68 for the project. A review of the low bid shows a commitment of 2.34% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the 2.27% goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, C. R. Jackson, Inc. It is further recommended that the approval of the award also include a 10% contingency of \$274,511.16.

We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,
RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

Attachments:

Certified Bid Tab

Bid Form – C. R. Jackson, Inc.

Bid Comparison to Engineering Estimate

Non-Mandatory Pre-Bid Sign In Sheets

C. R. Jackson, Inc. License Confirmation

C. R. Jackson, Inc. SLBE Participation Sheet



TRANSPORTATION
PROGRAM

RICHLAND COUNTY
PROCUREMENT DEPT

Resurfacing Project Package M 2017 MAR 15 PH 2:00

Bid Tabulation Sheet

PDT-596-IFB-2017

March 15, 2017 - 2:00 P.M

BIDDER	TOTAL BID
C.R. JACKSON INC.	\$ 2 745 111.60

CERTIFIED BY

**RESURFACING PROJECT M
 BID FORM**

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC.	130,000.00	130,000.00
1071000	TRAFFIC CONTROL	LS	NEC.	1,550,000.00	1,550,000.00
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	SY	2942.00	69.00	202,998.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	74308.00	3.00	222,924.00
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	16907.80	120.00	2,028,936.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	528.00	95	50,160.00
				TOTAL =	\$ 2,745,111.00

2017 RICHLAND COUNTY RESURFACING PROJECT PACKAGE M

ITEM #	DESCRIPTION	LENGTH (MI.)			Engineer's Estimate		C.R. Jackson	
		UNITS	TOTAL PROJECT QUANTITY	10.280	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC.		\$248,015.28	\$248,015.28	\$130,000.00	\$130,000.00
1071000	TRAFFIC CONTROL	LS	NEC.		\$123,887.71	\$123,887.71	\$155,000.00	\$155,000.00
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	SY	2942.000		\$50.25	\$147,835.50	\$69.00	\$202,998.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	74308.000		\$7.63	\$566,598.50	\$3.00	\$222,924.00
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	16907.800		\$112.21	\$1,897,181.97	\$120.00	\$2,028,936.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	528.000		\$14.99	\$7,914.72	\$9.95	\$5,253.60
	Total				TOTAL	\$2,991,433.68	TOTAL	\$2,745,111.60

Amount above Engineer's Est
Bids Compared to Low Bid
Comparison of higher bids

-8.23%



TRANSPORTATION PROGRAM

PRE-BID SIGN IN SHEET

Project: Resurfacing Project Package M
Date: February 22, 2017
Meeting Time: 10:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
Brett Murray	C.R. Jackson, Inc.	bmmurray@crjackson.com	803-465-7918
Taryela Nichols	OSBO	Nicholsf@rcgov.us	803-546-1947
Mary Spence	Richland County	Spence.M@rcgov.us	803-576-1548
Brian King	Richland PDT	bking@richlandpenny.com	803-351-5289
Roger Sears	Rich. Co.	Sears.R@RCgov.us	726-6147
Amanda Rice	PDT	arice@richlandpenny.com	726-3573
Shawn Salley	Richland County	SalleyS2@rcgov.us	726-6149
Tony Glend	Richland County	Edwards1@rcgov.us	726-6148
Janet Jones	PDT	Jones@richlandpenny.com	726-6140
Dale Collier	Richland PDT	collier@richlandpenny.com	803-917-6258



TRANSPORTATION PROGRAM

PRE-BID SIGN IN SHEET

Project: Resurfacing Project Package M

Date: February 22, 2017

Meeting Time: 10:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
Jennifer Madisonkin	Richland City	wladj@regov.us	576-2124
Erin Brown	Richland County		
Sharon Gollwitzer	Richland County	gollwitzer@rcgov.us	576-2127
Chelsea Holliday	LJ Holliday LLC	ljholliday7@gmail.com	(803) 319-4553
Simon Holliday	LJ Holliday LLC	ljholliday7@gmail.com	803 319-4553

Print this page

Board: Commercial Contractors

C R JACKSON INC

100 INDEPENDENCE BLVD
COLUMBIA, SC 29210-6848
(803) 750-6070

License number: 12195
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 01/01/1992
Classification: AP5 CP5 GD5 WP5 WL5

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises

- [HOWARD B VINSON - \(CQG\)](#)
- [SEAN T WALKER - \(CQG\)](#)
- [WILLIAM T SUMNER - \(CQG\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning..... AC
Boiler Installation..... BL	Electrical..... EL
Boring & Tunneling (no technical exam) BT	Heating..... HT
Bridges..... BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment..... PK
Concrete..... CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing..... GR	Refrigeration..... RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam)..... IR	
Marine MR	
Masonry (no technical exam)..... MS	
Pipelines..... PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam)..... RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants..... WP	
Wood Frame Structures..... WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
 “LB” - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 “UB” - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** “1U” given to those licensed prior to 4/1/99 and can engage in stadium lighting work. “2U” given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** “1P” given to those licensed prior to 4/1/99 and can engage in boiler work; “2P” given to those licensed after 4/1/99 and cannot engage in boiler work.

*** **NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS*****

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016

(15) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises
The BIDDER shall utilize firms from the COUNTY's SLBE certified directory. Additionally, the BIDDER must complete the information below on each certified firm and submit it with its Solicitation response.

Information relative to the COUNTY's SLBE Ordinance and its Directory of Certified SLBEs can be found on the COUNTY's website at: <http://www.rcgov.us>

Information must be completed on this sheet and submitted with bid/proposal

Owner's Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm Name	Scope/Type of Work	Estimated Percentage (%) of Total Contract*	Estimated Dollar Value (\$) of Total Contract**
Kirsten Whittaker 2165 Wilkinson Dr., Columbia, SC	M. L. Whittaker Hauling, LLC	Hauling	1.85%	\$51,000.00
Lillian Joy Holliday 305 Holly Creek Dr., Imo, SC	LJ Holliday, LLC	Hauling	0.47%	\$13,050.00

*Percentage (%) of the total contract amount committed to each SLBE listed.
**The dollar value (\$) of the total contract amount committed to each SLBE listed.

I hereby certify that this company has been contacted and accepted the scope / type of work listed above. Furthermore, I hereby certify that SLBEs listed above are willing to perform the work and that I am committed to utilizing the above firm(s) on this contract. This form may be reproduced or additional sheets added in order to provide all requested information

I declare under penalty of perjury that the information provided herein is true and correct. SWORN to before me this 15th day of March, 2017

Company	C. R. Jackson, Inc.
Notary Public for:	South Carolina
Legal Signature	
My Commission Expires:	2-15-23



e. Three Rivers Greenway Project: Construction contract award

Included in your agenda you will find a recommendation to award The Three Rivers Greenway Project to AOS Specialty Contractors, Inc. This project included a 5.9% SLBE goal that AOS Specialty Contractors met. Recommendation is to award to in the amount of \$5,927,327.00 and to authorize a 10% construction contingency in the amount of \$592,732.70, and \$5,000 for minor utility relocations. This would place the total authorization at: \$6,525,059.70.

In addition, this project was designed by Kenneth B. Simmons, LLC which is a certified SLBE with Richland County. The initial design was overseen by the River Alliance. It is also recommended to award a construction observation contract to Kenneth B. Simmons in an amount not to exceed \$99,800 to ensure the greenway is constructed in accordance with design plans.



Richland County Office of Procurement
2020 Hampton Street, Suite 3064, Columbia, SC 29204
Phone: (803) 576-2130, Fax: (803) 576-2135

Memorandum

To: Gerald Seals, County Administrator

CC: Rob Perry, Director of Transportation
Tony Edwards, Assistant Director of Transportation
Kevin Bronson, Assistant to the County Administrator
Brandon Madden, Assistant to the County Administrator

From: Chris Younts, Procurement Manager

Date: 4/25/2017

RE: Three Rivers Greenway Project ROA

It is the recommendation of this office, in concurrence with PDT, to award the contract for Three Rivers Greenway Project to the lowest, most responsive, and responsible bidder, AOS Specialty Contractors, Inc., in the amount of \$5,927,327.00 plus a 10% contingency for a total of \$6,520,059.70.

If you should require anything further, please do not hesitate to let me know.



TRANSPORTATION PROGRAM

April 24, 2017

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

RE: Three Rivers Greenway (Saluda River) – Phase I
Project No. PDT-144-IFB-2017

Dear Mr. Perry:

A bid opening was held at 3:00 PM on Wednesday, March 8, 2017 at the Richland County Office of Procurement at 2020 Hampton Street for the Three Rivers Greenway (Saluda River) – Phase I Project. The Richland Program Development Team has reviewed the three (3) submitted bids for the Three Rivers Greenway (Saluda River) – Phase I Project. The bids received were as follows:

AOS Specialty Contractors, Inc.	\$5,841,615.00
LAD Corporation	\$7,201,603.00
L-J, Inc.	\$7,346,910.00

After reviewing the unit prices and quantity calculations, the following bids were adjusted as follows due to mathematical errors by one of the bidders listed below:

AOS Specialty Contractors, Inc.	\$5,927,327.00
LAD Corporation	\$7,201,603.00 (price remains the same)
L-J, Inc.	\$7,346,910.00 (price remains the same)

The Project manual states that if the Offeror miscalculates the extended price, the unit price will govern.

Further review shows that AOS Specialty Contractors, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A mandatory Pre-Bid Conference was held at 9:30 AM on January 23, 2017, during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance of interested firms.

Attached is a final bid tab sheet for your reference which indicates the corrected low bid to be 6.158% below the Engineer's estimate of \$6,316,270.84 for the project. AOS Specialty Contractors, Inc. has confirmed in writing that they will commit to the minimum 5.90% SLBE participation of the corrected



TRANSPORTATION PROGRAM

bid price as indicated above, however, they always strive to have more participation to report on their contracts.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, AOS Specialty Contractors, Inc. It is further recommended that the approval of the award also include a 10% construction contingency of \$592,732.70 and a utility relocation contingency amount of \$5,000.00 for a total contingency amount of \$597,732.70.

We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

A handwritten signature in blue ink that reads 'Dale Collier'.

Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

Attachments:

Ken Simmons Recommendation Email

Certified Bid Tab

Bid Form – AOS Specialty Contractors, Inc.

Bid Comparison to Engineering Estimate

Mandatory Pre-Bid Sign In Sheets

AOS Specialty Contractors, Inc. License Confirmation

From: Ken Simmons <ksimmons@kbsala.com>
Date: March 17, 2017 at 9:32:06 AM EDT
To: Dale Collier <dcollier@richlandpenny.com>
Cc: Anthony Lawrence <alawrence@richlandpenny.com>, Mike Dawson <mikedawson@riveralliance.org>, Rob Perry <PerryR@rcgov.us>
Subject: Saluda Riverwalk bid

Dale,

After attending the PTD/ Richland Co. bid review session and based on our experience with the other phases of this project, I recommend acceptance of the low bidder with the following conditions.

1. As stated in the bid documents the actual bid amount is the stated unit quantities times the contractor's stated prices. So, based on this we recommend acceptance based on the corrected total including correction of math mistakes.
2. We recommend acceptance of the base bid and not the alternates.

Should you have any questions please let us know.

If not we look forward to working with all of you on seeing this project to completion.



Kenneth B. Simmons Associates, LLC
landscape architecture & planning

Kenneth B. Simmons, FASLA
KBSA – Landscape Architecture & Planning
2711 Middleburg Drive, Suite 210, Columbia, SC 29204
O: 803.254.3791 | C: 803.331.7728 | E: ksimmons@kbsala.com | www.kbsala.com



TRANSPORTATION PROGRAM

MIDDLELAND COUNTY PROCUREMENT DEP.

Three Rivers Greenway Bid Tabulation Sheet
PDT-144-IFB-2017
March 8, 2017 - 3:00 P.M.

2017 MAR -8 PM 3:00

BIDDER	TOTAL BID
AOS Specialty Contractors, Inc.	5,841,615.00
LEJ, Inc.	7,346,910.00
Lad Corporation	7,201,603.00

CERTIFIED BY James Callahan

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1.000	\$ 302,855.00	\$302,855.00
2	Bonds and Insurance	LS	1.000	\$ 58,890.00	\$58,890.00
3	Cons. Stakes, Lines and Grades	EA	1.000	\$ 39,000.00	\$39,000.00
4	As-Built Construction Plans	LS	1.000	\$ 13,000.00	\$13,000.00
5	Selected Clearing and Grubbing	LS	1.000	\$ 201,240.00	\$201,240.00
6	Remove & Disposal of Existing Asphalt Pavement	SY	50.000	\$ 26.00	\$1,300.00
7	Parking Lot and Driveway - (base,pavement,curbs, signage & markings, etc.)	LS	1.000	\$ 117,000.00	\$117,000.00
8	Concrete path - 8' width, 4" uniform	SY	16,356.000	\$ 56.00	\$886,168.00
9	Boardwalk - 8' wide with handrails both sides	LF	760.000	\$ 641.00	\$473,784.00
10	Boardwalk - 8' wide without handrails	LF	160.000	\$ 900.00	\$142,293.00
11	Boardwalk - 8' wide with handrails one side	LF	10.000	\$ 1,368.00	\$13,357.00
12	Bridge # 6	LS	1.000	\$ 53,950.00	\$53,263.00
13	Bridge/Boardwalk # 7 - 8' wide with handrails both sides	LF	926.000	\$ 774.00	\$700,325.00
14	Bridge/Boardwalk # 7 - 8' wide with 4' overlook with handrails both sides	LF	90.000	\$ 1,158.00	\$103,098.00
15	Bridge # 8	LS	1.000	\$ 81,815.00	\$80,323.00
16	Bridge # 10	LS	1.000	\$ 44,955.00	\$44,391.00
17	Bridge # 11	LS	1.000	\$ 72,835.00	\$71,645.00
18	Electrical system - walk pole lights, conduits, conductors, junction boxes, etc.	LS	1.000	\$ 1,110,200.00	\$1,110,200.00
19	100A Service power riser - meter pedestal, foundation, conduits, conductors, power pole, grounding, etc.	EA	3.000	\$ 6,500.00	\$19,500.00
20	200A Service power riser - meter pedestal, foundation, conduits, conductors, power pole, grounding, etc.	EA	2.000	\$ 9,750.00	\$19,500.00
21	Emergency wireless call box stations	EA	14.000	\$ 5,870.00	\$77,095.00
22	SCE&G signal fence realignment	LS	1.000	\$ 6,500.00	\$6,500.00
23	Bench Freesia (Victor Stanley - 6' Model FRE-20: With Armrests, Black Powder Coated, In-Ground Mount)	EA	26.000	\$ 2,083.00	\$51,240.00
24	Picnic Table (Belson Outdoors, 6' Table, Model PB6-HEX, Cedar/Black Base, In Ground Mount, Recycled Plastic Hexagon)	EA	20.000	\$ 2,600.00	\$52,000.00
25	Litter Receptacle (Victor Stanley, 36 Gal, Model # ES242, Black Powder Coated)	EA	28.000	\$ 1,325.00	\$35,162.00
26	Type A signs	EA	11.000	\$ 1,300.00	\$14,300.00
27	Type B signs	EA	10.000	\$ 1,300.00	\$13,000.00
28	Interpretative signs (supplied and installed)	EA	22.000	\$ 3,250.00	\$71,500.00
29	Grouted rip rap (class B)	TONS	10.000	\$ 187.00	\$1,820.00
30	Grassing	AC	1.000	\$ 1,300.00	\$1,300.00
31	Erosion control fence	LF	19,720.000	\$ 5.20	\$102,544.00
32	Stabilized Construction Entrance	SY	1,650.000	\$ 13.00	\$21,450.00
33	Guardrail and terminations	LF	55.000	\$ 114.00	\$6,292.00
34	Driveway gate	LS	1.000	\$ 4,290.00	\$4,290.00
35	Area "A" Restroom Building - includes allowance of \$29,950 for pre-fab toilets & allowance of \$1,200 for finish hardware and restroom accessories	LS	1.000	\$ 178,018.00	\$177,602.00
36	Area "B" Restroom Building - includes allowance of \$1,200 for finish hardware and restroom accessories	LS	1.000	\$ 167,414.00	\$164,814.00

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
37	Area "C1" Restroom Building - includes allowance of \$1,200 for finish hardware and restroom accessories	LS	1.000	\$ 167,414.00	\$162,864.00
38	Area "C2" Ranger & Maintenance Buildings - includes allowance of \$1,200 for finish hardware and restroom accessories	LS	1.000	\$ 383,535.00	\$383,535.00
39	Outdoor drinking fountain	EA	2.000	\$ 5,025.00	\$9,494.00
40	Mutt-mitt dispenser	EA	7.000	\$ 740.00	\$4,987.00
41	Penny Transportation Signs	SF	54.000	\$ 11.00	\$594.00
42	Remove & Reset fence at Zoo parking lot	LS	1.000	\$ 3,900.00	\$3,100.00
43	ADA ramp - allowance of \$25,000	LS	1.000	\$ 25,000.00	\$25,000.00
	TOTAL				\$5,841,615.00
44	Alternate # 1 - Bench - substitute for item 23 - Playworld, Model # 9010, in-ground mount, 6' pressure treated pine without back	EA	26.000	\$ 1,105.00	\$28,730.00
45	Alternate # 2 - Picnic Table - substitute for item 24 - Kay Park Recreation Corp, Model # WS6SPTCRP-IG, 6' without back, pressure treated pine	EA	20.000	\$ 2,220.00	\$44,400.00
46	Alternate # 3 - Litter Receptacle - substitute for item 25 - Playworld, Model # ZZXX8020, in-ground, pressure treated pine	EA	28.000	\$ 1,165.00	\$32,620.00

Provide unit prices for the following line items:

47	Unsuitable soils (if encountered) - Excavation & waste on site including grassing	CY		\$ 57.00	
48	Haul in & compact borrow soils	CY		\$ 100.00	
49	If Rippable rock is encountered as defined in the Project Manual, price including rock removal and waste on site	CY		\$ 180.00	
50	If Mass rock is encountered as defined in the Project Manual, price including rock removal and waste on site	CY		\$ 230.00	
51	If Trench rock is encountered as defined in the Project Manual, price including rock removal and waste on site	CY		\$ 230.00	
52	Flowable fill	CY		\$ 240.00	

Sales Tax Transportation Improvement Program

Bid Tabs

Mar. 8, 2017



THREE RIVERS GREENWAY

ITEM #	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	ENGINEER'S ESTIMATE		AOS SPECIALTY CONTRACTORS, INC.		L-J, INC.		LAD CORP.	
				3.432 miles		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1,000	LS			\$ 302,855.00	\$ 302,855.00	\$ 352,950.00	\$ 352,950.00	\$ 625,000.00	\$ 625,000.00
2	Bonds and Insurance	1,000	LS			\$ 58,890.00	\$ 58,890.00	\$ 140,000.00	\$ 140,000.00	\$ 210,000.00	\$ 210,000.00
3	Cons. Stakes, Lines and Grades	1,000	EA			\$ 39,000.00	\$ 39,000.00	\$ 55,150.00	\$ 55,150.00	\$ 105,000.00	\$ 105,000.00
4	As-Built Construction Plans	1,000	LS			\$ 13,000.00	\$ 13,000.00	\$ 37,500.00	\$ 37,500.00	\$ 50,000.00	\$ 50,000.00
5	Selected Clearing and Grubbing	1,000	LS			\$ 201,240.00	\$ 201,240.00	\$ 290,950.00	\$ 290,950.00	\$ 110,000.00	\$ 110,000.00
6	Remove & Disposal of Existing Asphalt Pavement	50,000	SY			\$ 26.00	\$ 1,300.00	\$ 86.50	\$ 4,325.00	\$ 35.00	\$ 1,750.00
7	Parking Lot and Driveway - (base,pavement,curbs, signage & markings, etc.)	1,000	LS			\$ 117,000.00	\$ 117,000.00	\$ 115,000.00	\$ 115,000.00	\$ 90,000.00	\$ 90,000.00
8	Concrete path - 8' width, 4" uniform	16,356,000	SY			\$ 56.00	\$ 915,936.00	\$ 105.00	\$ 1,717,380.00	\$ 115.00	\$ 1,880,940.00
9	Boardwalk - 8' wide with handrails both sides	760,000	LF			\$ 641.00	\$ 487,160.00	\$ 1,085.00	\$ 824,600.00	\$ 665.00	\$ 505,400.00
10	Boardwalk - 8' wide without handrails	160,000	LF			\$ 900.00	\$ 144,000.00	\$ 975.00	\$ 156,000.00	\$ 470.00	\$ 75,200.00
11	Boardwalk - 8' wide with handrails one side	10,000	LF			\$ 1,368.00	\$ 13,680.00	\$ 1,070.00	\$ 10,700.00	\$ 565.00	\$ 5,650.00
12	Bridge # 6	1,000	LS			\$ 53,950.00	\$ 53,950.00	\$ 38,500.00	\$ 38,500.00	\$ 24,550.00	\$ 24,550.00
13	BridgeBoardwalk # 7 - 8' wide with handrails both sides	926,000	LF			\$ 774.00	\$ 716,724.00	\$ 1,085.00	\$ 1,004,710.00	\$ 1,140.00	\$ 1,055,640.00
14	BridgeBoardwalk # 7 - 8' wide with 4' overlook with handrails both sides	90,000	LF			\$ 1,158.00	\$ 104,220.00	\$ 1,445.00	\$ 130,050.00	\$ 1,185.00	\$ 106,650.00
15	Bridge # 8	1,000	LS			\$ 81,815.00	\$ 81,815.00	\$ 115,000.00	\$ 115,000.00	\$ 69,150.00	\$ 69,150.00
16	Bridge # 10	1,000	LS			\$ 44,955.00	\$ 44,955.00	\$ 28,750.00	\$ 28,750.00	\$ 18,685.00	\$ 18,685.00
17	Bridge # 11	1,000	LS			\$ 72,835.00	\$ 72,835.00	\$ 80,850.00	\$ 80,850.00	\$ 52,850.00	\$ 52,850.00
18	Electrical system - walk pole lights, conduits, conductors, junction boxes, etc.	1,000	LS			\$ 1,110,200.00	\$ 1,110,200.00	\$ 530,500.00	\$ 530,500.00	\$ 626,627.00	\$ 626,627.00
19	100A Service power riser - meter pedestal, foundation, conduits, conductors, power pole, groundins, etc.	3,000	EA			\$ 6,500.00	\$ 19,500.00	\$ 5,750.00	\$ 17,250.00	\$ 3,680.00	\$ 11,040.00
20	200A Service power riser - meter pedestal, foundation, conduits, conductors, power pole, groundins, etc.	2,000	EA			\$ 9,750.00	\$ 19,500.00	\$ 8,050.00	\$ 16,100.00	\$ 4,313.00	\$ 8,626.00
21	Emergency wireless call box stations	14,000	EA			\$ 5,870.00	\$ 82,180.00	\$ 21,685.00	\$ 303,590.00	\$ 18,075.00	\$ 253,050.00
22	SCE&G signal fence realignment	1,000	LS			\$ 6,500.00	\$ 6,500.00	\$ 11,500.00	\$ 11,500.00	\$ 2,500.00	\$ 2,500.00
23	Bench Freesia (Victor Stanley - 6' Model FRE-20: With Ammresis, Black Powder Coated, In Ground Mount)	26,000	EA			\$ 2,063.00	\$ 54,158.00	\$ 2,450.00	\$ 63,700.00	\$ 2,150.00	\$ 55,900.00
24	Picnic Table (Beison Outdoors, 6' Table, Model PB6-HEX, Cedar/Black Base, In Ground Mount, Recycled Plastic Hexagon)	20,000	EA			\$ 2,600.00	\$ 52,000.00	\$ 1,950.00	\$ 39,000.00	\$ 1,570.00	\$ 31,400.00
25	Liter Receptacle (Victor Stanley, 36 Gal, Model # ES242, Black Powder Coated)	28,000	EA			\$ 1,325.00	\$ 37,100.00	\$ 1,550.00	\$ 43,400.00	\$ 1,560.00	\$ 43,680.00
26	Type A signs	11,000	EA			\$ 1,300.00	\$ 14,300.00	\$ 985.00	\$ 10,835.00	\$ 450.00	\$ 4,950.00
27	Type B signs	10,000	EA			\$ 1,300.00	\$ 13,000.00	\$ 650.00	\$ 6,500.00	\$ 512.50	\$ 5,125.00
28	Interpretative signs (supplied and installed)	22,000	EA			\$ 3,250.00	\$ 71,500.00	\$ 2,500.00	\$ 55,000.00	\$ 1,500.00	\$ 33,000.00
29	Grouted rip rap (class B)	10,000	TONS			\$ 187.00	\$ 1,870.00	\$ 350.00	\$ 3,500.00	\$ 500.00	\$ 5,000.00
30	Grassing	1,000	AC			\$ 1,300.00	\$ 1,300.00	\$ 17,500.00	\$ 17,500.00	\$ 10,000.00	\$ 10,000.00



THREE RIVERS GREENWAY

ITEM #	DESCRIPTION	3.432 miles		ENGINEER'S ESTIMATE		AOS SPECIALTY CONTRACTORS, INC.		L-J, INC.		LAD CORP.	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
31	Erosion control fence	19,720,000	LF			\$ 5.20	\$ 102,544.00	\$ 4.50	\$ 88,740.00	\$ 6.00	\$ 118,320.00
32	Stabilized Construction Entrance	1,650,000	SY			\$ 13.00	\$ 21,450.00	\$ 34.50	\$ 56,995.00	\$ 20.00	\$ 33,000.00
33	Guardrail and terminations	55,000	LF			\$ 114.00	\$ 6,270.00	\$ 120.00	\$ 6,600.00	\$ 102.00	\$ 5,610.00
34	Driveway gate	1,000	LS			\$ 4,290.00	\$ 4,290.00	\$ 2,875.00	\$ 2,875.00	\$ 5,750.00	\$ 5,750.00
35	Area "A" Restroom Building - includes allowance of \$29,950 for pre-fab toilets & allowance of \$1,200 for finish hardware and restroom accessories.	1,000	LS			\$ 178,018.00	\$ 178,018.00	\$ 104,000.00	\$ 104,000.00	\$ 92,000.00	\$ 92,000.00
36	Area "B" Restroom Building - includes allowance of \$1,200 for finish hardware and restroom accessories.	1,000	LS			\$ 167,414.00	\$ 167,414.00	\$ 172,000.00	\$ 172,000.00	\$ 150,500.00	\$ 150,500.00
37	Area "C" Restroom Building - includes allowance of \$1,200 for finish hardware and restroom accessories.	1,000	LS			\$ 167,414.00	\$ 167,414.00	\$ 130,000.00	\$ 130,000.00	\$ 144,500.00	\$ 144,500.00
38	Area "D" Ranger & Maintenance Buildings - includes allowance of \$1,200 for finish hardware and restroom accessories.	1,000	LS			\$ 383,535.00	\$ 383,535.00	\$ 514,000.00	\$ 514,000.00	\$ 520,500.00	\$ 520,500.00
39	Outdoor drinking fountain	2,000	EA			\$ 5,025.00	\$ 10,050.00	\$ 5,150.00	\$ 10,300.00	\$ 5,900.00	\$ 11,800.00
40	Mutt mitt dispenser	7,000	EA			\$ 740.00	\$ 5,180.00	\$ 725.00	\$ 5,075.00	\$ 700.00	\$ 4,900.00
41	Penny Transportation Signs	54,000	SF			\$ 11.00	\$ 594.00	\$ 57.50	\$ 3,105.00	\$ 50.00	\$ 2,700.00
42	Remove & Reset fence at Zoo parking lot	1,000	LS			\$ 3,900.00	\$ 3,900.00	\$ 7,500.00	\$ 7,500.00	\$ 9,660.00	\$ 9,660.00
43	ADA ramp - allowance of \$25,000	1,000	LS			\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
	Total			TOTAL	\$ 6,316,270.84		\$ 5,927,327.00		\$ 7,346,910.00		\$ 7,201,603.00



PRE-BID SIGN IN SHEET

Project: Three Rivers Greenway Phase 1
 Date: January 23, 2017
 Meeting Time: 09:30 AM

NAME	ORGANIZATION	EMAIL	PHONE
Ken Simmons	KBSA	YESAIA.COM K.SIMMONS@YESAIA.COM	803-254-5791
Janet Jones	Richard Perry - POT Premier Constructors, Inc.	J.Jones@richardperry.com	803-809-1472
Audrey Campbell		AGRAMBRE@PremierConstructors.com e.N.Y.	
Bon Remstead	city of Columbia	Remstead@columbiasc.net	803-545-3852
Tommy Williams	LARRY PITMAN & ASSOCIATES	tommy.williams@LPA-GA.COM	803-873-3911
Marlis Postor	Concrete Supply	Marlis.Postor@ConcreteSupply.com	(803) 223-4206
Chris White	Capital Construction	Chris@capitalconstruction.us	(864)-809-8104
Mike Dawson	The River Alliance	MIKEDAWSON@riveralliance.org	803-265-2200
Henley Jones	Henley Construction	Henley.Jones@HenleyGroup.com	843-577-5924 577-5646 Fax
OZZIE WAGNER	River Alliance	OWAGNER@SC.RR.COM	781-6777
Eddie Wolfe	Palmetto Sitework Services	ewolfe@palmettositework.com	536-3143
Chris Branham	J.C. Wilkie Construction	Cbranham@jcwilkie.com	803-808-3220



PRE-BID SIGN IN SHEET

Project: Three Rivers Greenway Phase 1

Date: January 23, 2017

Meeting Time: 09:30 AM

NAME	ORGANIZATION	EMAIL	PHONE
MIKE SWEATT	AOS SPECIALTY CONTRACTORS, INC	MIKE@AOSSC.ORG	803-798-6831
TODD KENNERLY	Lindler Construction of South Carolina		803-276-6557
Greg Rickenbaker	LAD Corporation	greg@ladcorporation.com	803-518-6036
Mayda Cisic	Penny office	maydacisic@penny.com	480-888-4008
Christy Woolford	Richland Co	cswolford@rcgov.us	803-767-130
JAMES GREGORY	Cherokee Inc	GREGORY@cherokee-sc.com	803-764-870
ANTHONY LAWRENE	RICHLAND PDT	alawrence@richlandpenny.com	6145
Scott Jacob	Armstrong Contractors SLBE	Scott@armstrongcontractors.com	803-513-9254
GERALD WALKER	RICHLAND PDT	gwalker@richlandpenny.com	803-726-6151
Sheila Starkey	River Alliance	Sheila@riveralliance.org	803-765-2200
Tangela Nichols	OSBO	NicholsT@rcgov.us	803-576-1640



PRE-BID SIGN IN SHEET

Project: Three Rivers Greenway Phase 1

Date: January 23, 2017

Meeting Time: 09:30 AM

NAME	ORGANIZATION	EMAIL	PHONE
Gerry Kelly	Richardson Const. Company	ESTIMATOR@RICHDIRT.COM	803-786-9741
PATRICK LIVINGSTON	ENVIRO ASSOCIATES, INC	Patrick.livingston@enviroinc.com	803-714-7294
Amanda Rice	Penny Office	arice@richlandpenny.com	803-726-3575
Donte Allen	Penny Office	allendaz@email.sc.edu	864-285-8255
JASON FRENCH	Hammer Construction	JAFRENCH@HAMMERMCLLC.COM	803-783-7033 803-201-4816
Jeff Hess Jeff Hess	L-I-Tac	Jeff.hess@gmail.com hwilson@l-i-tac	803-929-1181
JOHN WATKINS	ADAPAS	WATKINS@ADAPAS.BIZ	803-779-7570
RON ROSE	ALPHA CONST.	ron@alphaconstruction.biz	712-658-3401
Robert Pruitt	P.D.T	rpruitt@vicklandpenny.com	
Tony Edwards	Richland County	EdwardsT@rcgov.us	726-6170
Shawn Salley	Richland County	SalleyS2@rcgov.us	726-6149

[Print this page](#)

Board: Commercial Contractors

AOS SPECIALTY CONTRACTORS INC

1224 TWO NOTCH RD
LEXINGTON, SC 29073-3747
(803) 798-6831

License number: 111758
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 07/27/2005
Classification: BD5 AP5 CP5 GD5 HI5 WL5 IR5 MS5 SP5 BT5 WP5 2U5 BR5 CT5 MR5 SS5
President / Owner: DIANNE RUSHING

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises

JANE G PLANTE - (COG)
LUKE HUGHEY WILKES - (COG)
DIANNE RUSHING - (COG)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

[No Orders Found](#)

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
"LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
"UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS***

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016



Kenneth B. Simmons Associates, LLC
landscape architecture and planning

2711 Middleburg Drive, Suite 210
Columbia, SC 29204
office 803.254.3791 fax 803.254 3790
email: ksimmons@kbsala.com

April 25, 2017

Rob Perry, P.E.
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, SC 29202
Email: PerryR@rcgov.us
Office Phone: (803) 576-1526
www.RichlandPenny.com

Re: Construction Observation – Three Rivers Greenway – Saluda Riverwalk

Dear Mr. Perry,

Thank you for contacting Kenneth B Simmons Associates (KBSA), regarding construction observation services for the Saluda Riverwalk. As the designer our role will serve as construction support which is customary on construction projects. We have designed and provided construction observation services on many previous phases of the Three Rivers Greenway. Based on our previous experience we can assure you that the design intent will be carried through construction. Please see attached cost breakdown for construction observation services.

We have carefully assessed our workload and you are assured that our present and anticipated commitments will in no way hinder our services to you. Our team is available immediately and throughout the duration of this contract to assure you of meeting your desired results.

If this is acceptable to you please sign and email a scanned copy for our records. If you have any questions please do not hesitate to give me a call.

Thank you for this opportunity.

Sincerely,

Kenneth B Simmons, Jr., FASLA

(Name – Please Print)

(Signature)

(Date)

		Hourly Rate												
		KBSA		Joe Smith	Genesis Eng.	John Ray Williams	John Watkins	Ozzie Nagler	Greene Pond Consulting	Brockington Associates	Associate Eng. & Surveying	Consultant Overhead (10%)	Expenses	Total
Description of Task		Project Director \$150.00	Registered LA \$115.00	Structural Engineer \$150.00	Civil Engineer \$135.00	Engineer \$100	Architect \$85.00	Planner \$150.00	Wetland Delineation \$125	\$100	Survey Crew/Draftsman \$125			
1	Weekly site layout, observation of construction, review and approval of submittals, pay application review, project coordination	320												
2	Meetings, agenda, meeting minutes, updates to PDT		32											
3	Flag layout, site visit, documentation of compliance of avoiding impact on rivers of the state				7.5				0					
4	Site review of bridge/footings			65										
5	Coordination with SCE&G, review of electrical construction					30								
6	Coordination with Riverbanks Zoo, River Alliance, City of Columbia, various property owners, land planning, signage layout and approval (SCE&G)							80						
7	Architecture coordination, submissions review, pay application review, site visits						117							
8	Surveying, as needed										16			
9	Coordination and review of asbuilts	0	0											
10	Onsite cultural resource assement									50				
TOTAL MAN HOURS		320	32	65	7.5	30	117	80	0	50	16			
TOTAL COST		\$ 48,000.00	\$ 3,680.00	\$ 9,750.00	\$ 1,012.50	\$ 3,000.00	\$ 9,945.00	\$ 12,000.00	\$ -	\$ 5,000.00	\$ 2,000.00	\$ 4,412.50	\$ 1,000.00	\$ 99,800.00

Note: This proposal is based on a 270 day construction period. Starting at execution of construction contract ending upon final acceptance by Richland County. If the construction period is extended this proposal shall be extended based on the weekly cost.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

April 25, 2017

The Blue Ribbon Committee (BRC) met on April 25, 2017; Council Members Pearce, Livingston, and Myers are the representatives from the County Council. Councilmembers Pearce, Livingston, Myers and McBride were present. A copy of the PowerPoint presentation is attached.

A. The BRC was asked to nominate a chair for the committee.

ACTION: Councilman Pearce was nominated and selected by unanimous vote.

B. The Blue Ribbon Committee received updates on the status of our Hazard Mitigation Grant (HMGP) Programs; 2015 (4241) & 2016 (4286).

a. 2015 (4241):

i. All County applications have been approved by the State.

1. We are awaiting final review/approval from FEMA.

a. Federal HMGP Funding has been increased to \$48 million

b. 2016 (4286)

i. Council previously approved the resubmission of pre-applications for 2015 HMGP projects, and identify any additional property acquisition projects.

1. All County HMGP pre-applications have been submitted to the state.

a. Initial Federal HMGP Funding is estimate at \$36 million

C. During the FY17 budget development and adoption process Council approved the acceptance of the \$23.5 million Community Development Block Grant – Disaster Recovery (CDBG-DR) funding from the Department of Housing and Urban Development (HUD).

A portion of the CDBG-DR funding has been set aside for the replacement of Mobile Homes substantially damaged as a result of the 2015 flood. A solicitation (RC-031-P-2017) was posted for the demolition and replacement of existing substandard mobile homes.

Richland County received one proposal from HAMVIS Properties Inc. This vendor was fully vetted by Procurement and a selection committee and was determined to be responsible and responsive. Further, their cost proposal was compared to a similar program being administered by the SC Emergency Management Division and were consistent and reasonable.

ACTION: The Blue Ribbon Committee unanimously recommended County Council approve HAMVIS as the Mobile Home demolition and replacement vendor.

An additional portion of the CDBG-DR funding has been set aside for the Business Assistance Program (BAP).

ACTION: The Blue Ribbon Committee unanimously recommended staff issue an RFQ to select a third party to serve as the facilitator for the Business Assistance Program.



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

- D. Tetra Tech is the disaster recovery firm that has been employed by Richland County since shortly after the October 2015 flood. The consulting expertise of Tetra Tech has ensured Richland County has captured the most funds possible for disaster recovery from state and federal sources, as current county staff does not have the expertise or the resources.

The augmentation of the consulting staff enables the forward approach and momentum Richland County has been able to maintain in the preparation of the capture and expenditure of state and federal disaster recovery funds.

In addition to providing consultancy services for our HMGP projects, Council previously approved the decision to also utilize TetraTech for the initial development and implementation of our Community Development Block Grant – Disaster Recovery (CDBG-DR) program. This was done as part of a Procurement supported solicitation and the current task order ends June 16, 2017.

Staff presented a request that Tetra Tech be approved to continue providing Consultancy Services to the County in the implementation of our full CDBG-DR program by extending the current contract to February 28, 2019, the expended program completion date.

The requested funding for the services to be provided by Tetra Tech is \$2,209,536.00. The funding source for the continuation of Tetra Tech’s Consultancy Services is the CDBG-DR grant and is a standard and approved administrative allowance by HUD; no budget amendment is required.

The continuation of Tetra Tech’s contract would provide important technical staff to augment County staff in administering the grant. Should Council not authorize the assistance of Tetra Tech in these efforts, it is not likely in-house staff would be able to efficiently and effectively implement the CDBG-DR program.

ACTION: The Blue Ribbon Committee unanimously recommended County Council approve a new Task Order with Tetra Tech for services related to the full and efficient implementation of the CDBG-DR program in the amount of \$2,209,536.00.