



Richland County Transportation Ad Hoc Committee

September 28, 2021 - 4:00 PM

Virtual Meeting

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Overture Walker
2. **APPROVAL OF MINUTES** The Honorable Overture Walker
 - a. Regular Session: June 22nd, 2021 [PAGES 2-5]
3. **PRESENTATION** Mayor of Irmo, Honorable Barry Walker
4. **ADOPTION OF AGENDA** The Honorable Overture Walker
5. **ITEMS FOR ACTION** The Honorable Overture Walker
 - a. Clemson Rd. Sidewalk Phase 1 Contingency [PAGES 6-14]
 - b. Dirt Rd. Package L [PAGES 15-18]
 - c. Lower Richland Rescope [PAGES 19-23]
 - d. Mitigation Credit Sales - Encompass Health Rehabilitation Hospital [PAGES 24-39]
6. **ADJOURNMENT**



Transportation Ad Hoc Committee
June 22, 2021 –4:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Overture Walker, Chair, Bill Malinowski, Yvonne McBride, Paul Livingston, and Jessica Mackey

OTHERS PRESENT: Allison Terracio, Chakisse Newton, Gretchen Barron, Cheryl English, Michelle Onley, Angela Weathersby, Tamar Black, Leonardo Brown, Ashiya Myers, Michael Niermeier, John Thompson, Ali Eliadorani, Allison Steele, Rasheed Muwwakkil, Elizabeth McLean, Lori Thomas, Randy Pruitt, Kim Toney, Mohammed Al-Tofan, Kellie Odom, Jeff McNesby, Stacey Hamm, Dale Welch, Alicia Pearson, Michael Maloney, Alex Burton and Geonard Price.

1. **CALL TO ORDER** – Mr. O. Walker called the meeting to order at approximately 4:00 PM.

2. **APPROVAL OF MINUTES**

a. **Regular Session: May 25, 2021** – Mr. Paul Livingston moved, seconded by Ms. Mackey, to approve the minutes as published.

In Favor: Malinowski, Livingston, O. Walker, and Mackey

Not Present: McBride

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Ms. Mackey moved, seconded by Mr. Livingston, to adopt the agenda as distributed.

In Favor: Malinowski, Livingston, O. Walker, and Mackey

Not Present: McBride

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

a. **Spears Creek Church Rd. Project** – Mr. Niermeier stated staff's request is to have scope built back into the Spears Creek Church Road Widening Project. Staff is recommending the committee consider widening to 5-lanes of the portion of Spears Creek Church Road between Earth and I-20. This would result in a \$2.4M increase over the referendum budget, and take it to \$29M.

Mr. Malinowski noted, on p. 4, it states, "There are currently sufficient funds in the budget for all

**Transportation Ad Hoc Committee
June 22, 2021**

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design costs related to this project. The funds for utilities, right-of-way and construction will be requested in future fiscal year budgets.” He inquired if we know there is enough money for these things without any changes.

Mr. Niermeier responded in the affirmative.

Mr. Malinowski inquired about the total number of de-scoped projects.

Mr. Niermeier responded he does not know the exact number, but he believes there are approximately 15.

Mr. Malinowski stated, if we keep adding funds to current projects, it negatively affects the projects lower on the list because there will be no funding for them. If this is needed for one project, we should evaluate all the other plans to see if changes are needed. To add to one, at the exclusion of others, does not seem fair. He inquired if the project could be reevaluated to the projects would be closer to what the people voted on in the referendum.

Mr. Niermeier responded in the affirmative.

Mr. Malinowski moved, seconded by Ms. McBride, to direct transportation staff to review the de-scoped projects, find out what could be done, with the additional funding, to help increase the level of service and safety, and get them as close to what the voters approved in the referendum.

Mr. Livingston made a substitute motion, seconded by Ms. Mackey, to support the staff recommendation.

Mr. Livingston stated he shares Mr. Malinowski’s concerns, but they have to get to a certain stage in the projects to know the actual costs. He noted he was not sure how long it would take to review the de-scoped projects. It may end up delaying the projects, and costing more. He suggested finishing this project, and figuring out a way to move forward with the rest of the projects.

Ms. McBride stated she wanted to review all of the projects to ensure we are being fair. She inquired if there are other resources the County could use to assist in infrastructure projects.

Mr. Niermeier responded there is outside funding available, but it is a matter of knowing about it and having the resources to apply for them.

Ms. Steele noted there were a couple of unique issues on the project. When the de-scope was presented to Council in 2020, there was no preliminary work done. Without that information, they were unable to present any recommendation, as far as re-scopes, like they are recommending now. Staff received the information when the contract was awarded to the engineer in the Spring. The engineer was able to do their preliminary and traffic studies. With this information, staff concluded to recommend Council approve widening this small section of the roadway to 5-lanes. Staff also discovered an existing issue with SCDOT’s road, at the crossing on Spears Creek Church Road. When doing work on SCDOT’s road, SCDOT requires the County bring the road up to SCDOT’s current standards. That in itself will raise the cost of this project above the \$20M estimate, and require staff to request an additional \$5-6 million.

Mr. O. Walker inquired how staff determined which de-scoped projects to re-scope.

**Transportation Ad Hoc Committee
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Mr. Niermeier responded they have to be looked at on a case-by-case basis and make sure the money is available in the appropriate program category. If there is money that needs to be moved, staff will present it to Council for three readings and a public hearing.

Ms. Steele stated she took a look at projects there were over referendum, and the projects under referendum that did go through de-scoping. She noted they had a lot of traffic, safety and crash data to go by, and some preliminary design done. Staff is fairly confident they would like to stick with the de-scope plans for the majority of the projects. They would only look to re-scope if there was something failing or a project had a significant hazard that needed to be addressed.

Mr. Malinowski inquired if in March/April the data was available or when they got the data.

Ms. Steele responded they did both during the Spring.

Mr. Malinowski noted it would take only 2 – 3 months to look at all the other projects. He inquired if the \$5 – 6 million is for the new re-scope, or would it be \$5 – 6 million more if they stay with the original de-scope.

Ms. Steel responded they are requesting an additional \$9M over the de-scoped amount. If they went with the original re-scope they would still need to come back and request an additional \$5 – 6 m due to the existing condition of the roadway.

Mr. Livingston noted, for this project, when they talked about when they engaged in de-scoping, was the fact they may need to come back and look at some projects. That is why they did not allocate all the funds. This request did not surprise him.

Ms. Mackey noted she understood, and agreed with Mr. Malinowski's concerns about evaluating the de-scoped projects. She does not think it is necessary to stop or not move forward with this project. She believes moving forward with this project was the right thing to do based on the information they have, and knowing they want to provide the best level of service on that road for the constituents. She noted we have to remember that things change, and the projects may change. We need to be open to new information being provided for these projects.

Ms. McBride stated, when they did the de-scoping, it was out of necessity because of funding, and to ensure the other projects had an opportunity to receive some funding based on the referendum.

Mr. O. Walker inquired where the funding came from.

Mr. Niermeier responded the funding is from the Penny Tax funds.

Ms. English inquired about the prioritization, and how it was done. She noted her district always seems to be last on the list.

Mr. Niermeier responded there were different methodologies for different categories. The dirt roads follow the ordinance. Resurfacing is based on a pavement index that was created, and ranked, worst to first. The widenings, greenways, and sidewalks have a different methodology. He noted he would be willing to discuss it in detail with Ms. English.

Mr. Malinowski inquired where on the original list did list project fall.

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Mr. Niermeier responded it was closer to the bottom (14 out of 17).

Mr. Malinowski inquired if some of the roads that were de-scoped were ahead of this project on the original priority list.

Mr. Niermeier responded there three (3) that were not built yet.

Mr. Malinowski inquired if this project was jumping higher on the list.

Mr. Niermeier responded Hardscrabble Road was a State project, where the funding was provided, so it is considered to be complete. Clemson Road Widening and Leesburg Road Widening were State projects where the County will be providing the referendum amount of \$4M to the State. The North Main Street Widening was a partnership with the City, and utilized Federal grant funding.

Ms. Steele noted all the other projects, with the exception of Pineview, have been awarded, and the design started, before this project was awarded, thus making this project the last on the list, and the last one to be started.

Ms. Newton inquired where Lower Richland Boulevard Road Widening fit in.

Mr. Niermeier responded it was below the Spears Creek Church Road.

In Favor: Livingston, O. Walker and Mackey

Opposed Malinowski and McBride

The vote was in favor.

5. **ADJOURNMENT** – The meeting adjourned at approximately 4:44PM.

**Transportation Ad Hoc Committee
June 22, 2021**

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**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE		Title:	Interim Director	
Department:	Transportation	Division:			
Date Prepared:	September 10, 2021	Meeting Date:	September 28, 2021		
Legal Review	Elizabeth McLean via email		Date:	September 14, 2021	
Budget Review	James Hayes via email		Date:	September 13, 2021	
Finance Review	Stacey Hamm via email		Date:	September 13, 2021	
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM			
Committee	Transportation Ad Hoc				
Subject:	Clemson Rd. Ph. 1 Sidewalk Contingency				

STAFF’S RECOMMENDED ACTION:

Staff requests Council to approve an additional 10% contingency amount for this project. This will be an additional \$26,990.00, bringing the total contract amount plus total contingency amount to \$323,880.00.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This additional 10% will come from the \$37,260.00 available in the current unencumbered construction funds for this project. (JL 13330219)

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Clemson Rd. Ph. 1 Sidewalk Project consists of the installation of a 5'-wide sidewalk and associated ADA ramps, curb/gutter, and guardrail from Clemson Frontage Rd. to Percival Rd. This is approximately 0.5 miles of sidewalk.

During construction that is currently taking place, four issues have arisen that have caused the need for additional funding on this project:

1. There are four existing SCDOT traffic signal junction boxes in the path of the sidewalk that were not identified in the plans for relocation. SCDOT now requires that these boxes be relocated.
2. There are five existing SCDOT catch basin lids that will be incorporated into the sidewalk. These lids currently do not meet ADA compliance as far as having a maximum 2% cross-slope, so they must be adjusted to the correct slopes.
3. There is a concrete retaining wall shown on the plans along a portion of the sidewalk; however, during construction it has been determined that an additional 200' of wall is needed.
4. The quantity of concrete called for on the plans has been determined to be insufficient and does not match what is actually needed to complete the project.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The cost to address the four items listed above is \$43,500. The original 10% contingency (\$26,990) will cover a portion of this cost; however, an additional \$16,510 is needed to cover this change order. Staff is requesting an additional 10% contingency increase to this project. This will cover the \$16,510 not covered by the original 10% contingency, and it will also cover any other issues that may arise during the remainder of the construction. Even with the addition of this extra 10% contingency, the project will still fall within the project's referendum amount.

ATTACHMENTS:

1. Proposed change order to cover the four items listed above.

Clemson Road Sidewalk Phase I Package S10 Project
RC- 400-B-2021 CO #001 Justification

This is a new requirement. This change order adds removing and relocating four (4) existing SCDOT junction boxes in the path of the sidewalk that were not identified in the original contract documents nor the plans. SCDOT requires that one of their approved contractors perform this work. This contractor will perform this work as a sub-contractor of Tolleson Limited Company, the Prime Contractor.

The change order removes and adjusts five (5) existing SCDOT catch basin lids, not identified in the original contract documents or plans, in order to meet the 2.0% slope requirement to properly tie into the sidewalk. The change order also extends the concrete partition by 200 Linear Feet from stations 20+60 to 21+60 and 22+25 to 22+90: where a 2:1 slope cannot be maintained due to the close proximity of the right of way.

Lastly, it was discovered that during the design of this project, the correct amount of quantities for the concrete sidewalk were not properly calculated and are not enough to complete the construction of the sidewalk. The total amount of sidewalk (1680 Linear Feet) required is 939 SY of concrete, but the planned amount during design is only 715 SY, so there is a shortage of 224 SY of concrete that needs to be added in order to complete the construction of the sidewalk. The current 715 SY of concrete only allows the sidewalk to be completed about 76% or 1276.8 of 1680 Linear Feet.

Recommendation: Approve the change order to remove and relocate four (4) existing SCDOT junction boxes in the path of the sidewalk, the adjustment of five (5) existing SCDOT catch basin lids, the extension of the partition wall by 200 Linear Feet and the additional 224 SY of concrete to complete the remainder of the sidewalk. None of these items was identified in the original contract documents nor the plans during the design phase of the project. The additional cost of \$43,500.00 is above the current contingency amount of \$26,990.00, in which an increase in contingency of about 6.117% or \$16,510.00 is also required to complete the project.

LINE ITEM/SCHEDULE ADJUSTMENT

LINE ITEM ADJUSTMENT

Original Contract Price: \$269,900.00

Current Contract Price adjusted by previous Line Item Adjustments: \$269,900.00

The Contract Price due to this Line Item Adjustment will be
increased by: \$43,500.00
decreased by: \$0.00

The new Contract Price (including this Line Item Adjustment) will be: \$313,400.00

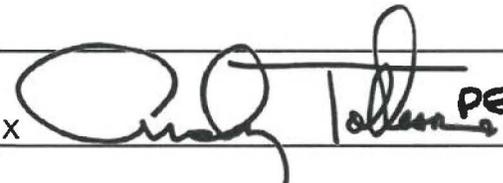
SCHEDULE ADJUSTMENT

The Contract Time will be increased by: 0 Calendar Days

The new date for completion of all work will be: N/A

Requested By:
Tolleson Limited Company
305 Stoneridge Drive, Suite A
Columbia, SC 29210

Date: 9/8/2021

X 

Accepted By:
Richland County Transportation
2000 Hampton Street, Suite 3041
Columbia, SC 29204

Rasheed Muwwakkil Date: 09/09/2021

X 

Accepted By:
Richland County
2020 Hampton Street
Columbia, SC 29204

Date: _____

X _____



LINE ITEM/SCHEDULE ADJUSTMENT

RICHLAND COUNTY
 Department of Transportation
 P.O. Box 192
 2000 Hampton St., Suite 3041
 Columbia, S.C. 29204

Order No: Change Order #001

Contract No: RC-400-B-2021

Project: Clemson Road Sidewalk Phase I Package S10 Project

Contractor: Tolleson Limited Company
 305 Stoneridge Drive / Columbia SC / 29210



The following changes are hereby made to the CONTRACT DOCUMENTS:

Item	Description	Add Quantity	Delete Quantity	Unit Type	Unit Price	Contract Increase	Contract Decrease
	Removal of Items in Contract Not Required						
1	Items Required and Needed to be Added to Contract						
	Remove and relocate four existing SCDOT junction boxes not identified in the original contract documents or plans.	4		EA	\$2,860.00	\$11,440.00	
2	Items Required and Needed to be Added to Contract						
	Remove and readjust to grade five existing SCDOT drainage basins not identified in original contract documents or plans as items to be adjusted.	5		EA	\$2,600.00	\$13,000.00	
3	Items Required and Needed to be Added to Contract						
	Furnish and provide additional approx 200 LF of concrete partition extnded along both ends STA 22+60 and 24+40.	200		LF	\$22.50	\$4,500.00	
4	Add additional Quantity of Concrete sidewalk (4 inch uniform) to complete entire length of sidewalk	224		SY	\$65.00	\$14,560.00	
Totals						\$43,500.00	\$0.00
Net Contract Increase/Decrease						\$43,500.00	\$0.00

INDEX OF SHEETS

SHEET NO.	DESCRIPTION	SHEET SUBTOTALS
1	TITLE SHEET	1
2	QUANTITIES & PROJECT NOTES	1
3	TYPICAL SECTIONS AND MISC. DETAILS	1
4	RIGHT OF WAY DATA SHEET	1
6-9	PLAN SHEETS	4
EC1	EROSION CONTROL NOTES	1
SD1-SD7	SUPPLEMENTAL DRAWINGS	7
X1-X3	CROSS SECTIONS	3
TOTAL		19



TRANSPORTATION PROGRAM

PROPOSED PLANS FOR

RICHLAND COUNTY TRANSPORTATION PENNY PROGRAM RPP 190

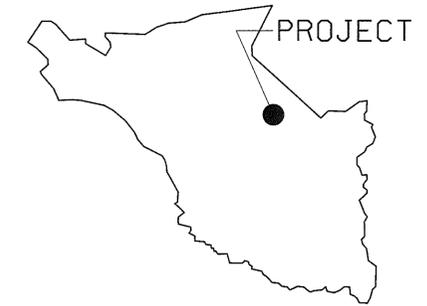
SIDEWALK PROJECT S-52 (CLEMSON RD)

BEGIN: S-2923 (CLEMSON FRONTAGE RD)

TO: SC HWY 12 (PERCIVAL RD)

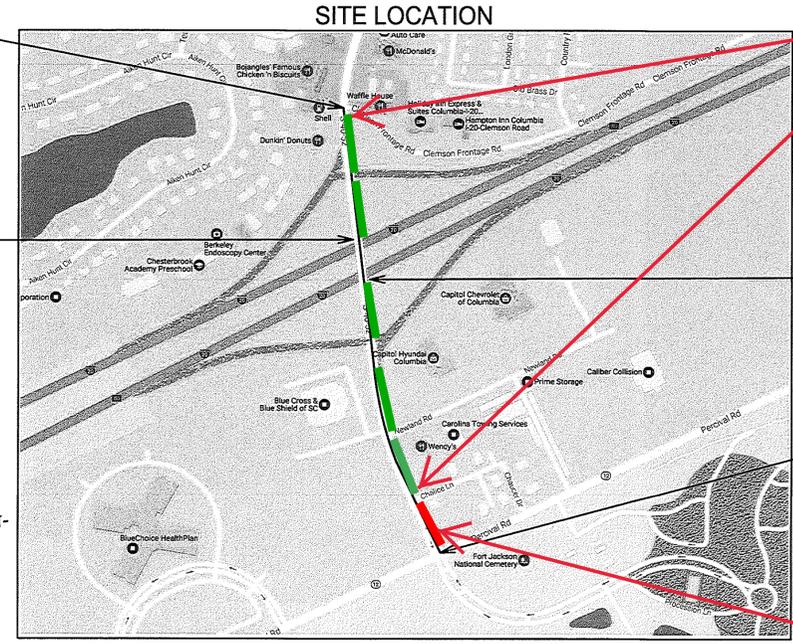
95% CONSTRUCTION PLANS

NPDES PERMIT INFORMATION	
Disturbed Area =	0.20 Acre(s)
Permitted Area =	0.20 Acre(s)
Approximate Location of Roadway is	
Begin Latitude	34° 05' 49"
Begin Longitude	80° 51' 22"
End Latitude	34° 05' 26"
End Longitude	80° 51' 16"



BEGIN PROJECT S-2923 (CLEMSON FRONTAGE RD) STA. 0+16.68

BEGIN EXEPTION STA. 6+61.25



ITEM #04 OF C/O
Amount of sidewalk planned during design.
Planned Qty = 715 SY

END EXEPTION STA. 10+01.21

END PROJECT SC HWY 12 (PERCIVAL RD) STA. 24+94.87

Total amount of sidewalk required to complete the project
Actual Amount = 939 SY - 715SY = 224 SY
Shortage = 224 SY

LAYOUT (NOT TO SCALE)

	S-52	TOTAL
NET LENGTH OF ROADWAY	0.405 MILES	0.405 MILES
NET LENGTH OF BRIDGES	0.000 MILES	0.000 MILES
NET LENGTH OF PROJECT	0.405 MILES	0.405 MILES
LENGTH OF EXCEPTIONS	0.064 MILES	0.064 MILES
GROSS LENGTH OF PROJECT	0.469 MILES	0.469 MILES

EQUALITIES IN STATIONING NONE

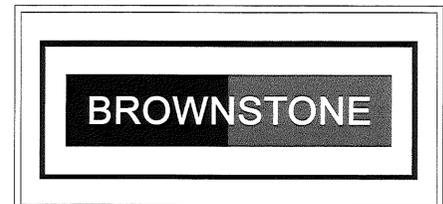
NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE TIME OF LETTING.

RAILROAD INVOLVEMENT?
YES / NO

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
SOUTH CAROLINA 811 (SC811)
WWW.SC811.COM
ALL UTILITIES MAY NOT BE A MEMBER OF SC811

PERMIT INFORMATION		
SWPPP	___YES	<u>X</u> NO
SCDOT ENCROACHMENT PERMIT	<u>X</u> YES	___NO

Engineering Approval
Richland County Department of Public Works-Engineering
Richland County Engineering has reviewed the enclosed plans and they have been determined to be compliant with SCDHEC and Richland County. All work to be conducted shall be pursuant to the approved, stamped plans and any revisions, amendments and/or additions need to be submitted for review and approval prior to any work being commenced.
October 2, 2018 Webster H. Lyons



ENGINEER OF RECORD
FOR CONSTRUCTION: John Perry May Jr. 12/15/17 DATE

CONSTRUCTION SEQUENCE

1. RECEIVE NPDES COVERAGE FROM DHEC.
2. PRE-CONSTRUCTION MEETING (ON-SITE IF MORE THAN 10 DISTURBED AND NON LINEAR).
3. NOTIFY RICHLAND COUNTY PUBLIC WORKS 48 HOURS PRIOR TO BEGINNING LAND DISTURBING ACTIVITIES.
4. CLEARING AND GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
5. INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE).
6. CLEARING AND GRUBBING OF SITE OR DEMOLITION (SEDIMENT & EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED).
7. ROUGH GRADING.
8. INSTALLATION OF STORM DRAIN SYSTEM AND PLACEMENT OF INLET PROTECTION AS EACH INLET IS INSTALLED.
9. FINE GRADING, PAVING, ETC.
10. PERMANENT/ FINAL STABILIZATION.
11. REMOVAL OF TEMPORARY SEDIMENT & EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINAGE TO THE STRUCTURE IS FINALLY STABILIZED (THE DEPARTMENT RECOMMENDS THAT THE PROJECT OWNER/ OPERATOR HAVE THE SWAPP PREPARER OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES. MAINTENANCE OF ALL SEDIMENT AND EROSION CONTROL MEASURES MUST CONTINUE UNTIL THE SITE IS PERMANENTLY STABILIZED AND THE CONTROLS ARE REMOVED.)
12. PERFORM AS-BUILT SURVEYS OF ALL DETENTION STRUCTURES AND SUBMIT TO DHEC OR MS4 FOR ACCEPTANCE.
13. SUBMIT NOTICE OF TERMINATION NOT TO DHEC AS APPROPRIATE.

NOTES:

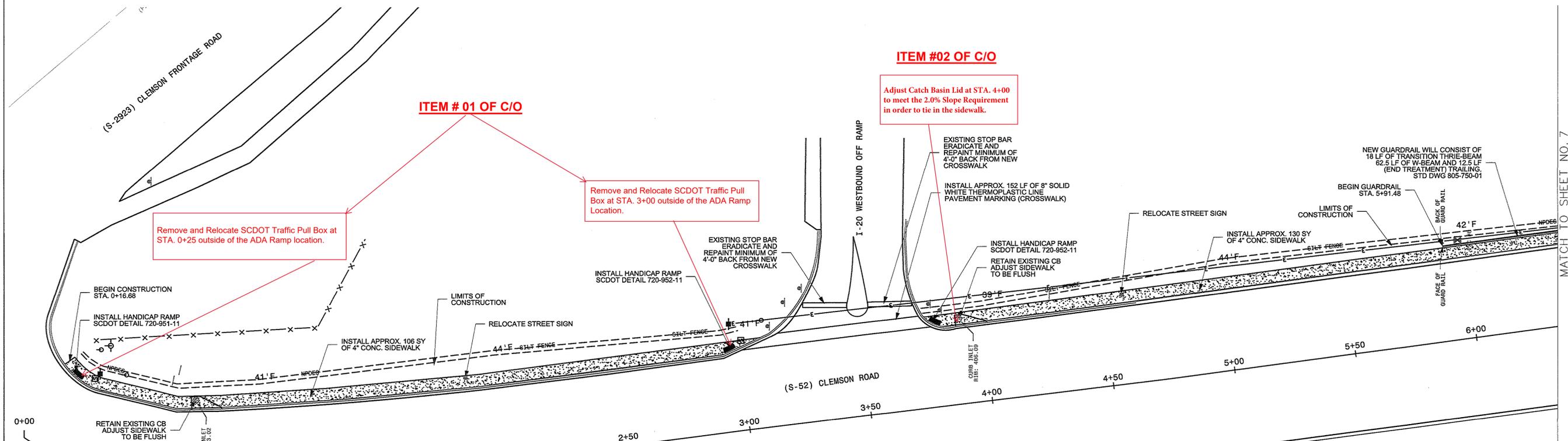
1. THE LOCATION OF THE RIGHT-OF-WAY OF (S-52) CLEMSON ROAD AS SHOWN HEREON IS BASED ON INFORMATION OBTAINED FROM S.C.D.O.T. FILE 40.100A. THE LOCATION OF ALL OTHER PROPERTY LINES AND RIGHTS-OF-WAY SHOWN HEREON IS BASED ENTIRELY ON INFORMATION OBTAINED FROM THE RICHLAND COUNTY GIS WEBSITE AND HAS NOT BEEN VERIFIED.
2. ALL USERS OF THE CONTROL POINTS LISTED BELOW SHALL BE REQUIRED TO CHECK BETWEEN THEM, IN

DATUM DESCRIPTION:

THE GRID COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON NAD 83 (2011) SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM. A COMBINED SCALE FACTOR FOR EACH PRIMARY SURVEY CONTROL POINT IS GIVEN AND MUST BE APPLIED TO HORIZONTAL GROUND DISTANCES. ELEVATIONS FOR THIS PROJECT ARE BASED ON NAVD 88 VALUES FROM PSC #5 WITH AN ELEVATION OF 414.85'.

PRIMARY SURVEY CONTROL					
POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION	COMBINED SCALE FACTOR
PSC #5	5/8" REBAR WITH 2" ALUMINUM CAP	822671.12	2043664.60	414.85	0.99980611
PSC #6	5/8" REBAR WITH 2" ALUMINUM CAP	828087.22	2043604.02	408.91	0.99980655

MAIN SURVEY CONTROL				
POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
MSC #24	5/8" REBAR	823615.52	2043459.26	406.21
MSC #25614	NAIL	822128.35	2043822.32	416.91
MSC #25763	NAIL	821806.35	2043801.94	408.84
MSC #25967	NAIL	821315.47	2043939.35	405.44



NOTES:

1. CONTRACTOR TO REMOVE TREES AND SHRUBS AS NEEDED WITHIN R/W AFTER RECEIPT OF APPROVAL FROM RESIDENT CONSTRUCTION ENGINEER.
2. ALL REMOVAL/DISPOSAL & NEW CONSTRUCTION AREAS SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY ALL AREAS PRIOR TO COMMENCING REMOVAL.
3. SIGNS SHALL BE REINSTALLED AS SOON AS POSSIBLE UPON REMOVAL TO MINIMIZE DOWN TIME.

SIGN LEGEND	
STATION	DESCRIPTION
3+11	RETAIN ONE WAY STREET SIGN
3+19	RETAIN DO NOT ENTER STREET SIGN
3+26	RETAIN STOP SIGN
3+78	RETAIN DO NOT ENTER STREET SIGN
3+82	RETAIN ONE WAY STREET SIGN
4+57	RELOCATE DO NOT BLOCK INTERSECTION SIGN AS NEEDED

Engineering **Approval**



Richland County Department of Public Works-Engineering

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October 2, 2018 Webster H. Lyons

REV. NO.	BY	DATE	DESCRIPTION OF REVISION
7			
6			
5			
4			
3			
2	SCDOT	9.23.2017	SCDOT COMMENTS FOR ENCROACHMENT PERMIT
1	SCDOT	9.2.2017	SCDOT COMMENTS FOR ENCROACHMENT PERMIT



20' 0' 20'
GRAPHIC SCALE
PLAN SCALE 1" = 20'

DESIGNED BY JS DATE _____
DRAWN BY JS DATE _____
CHECKED BY PM DATE _____



RICHLAND COUNTY
TRANSPORTATION PENNY PROGRAM

S-52 (CLEMSON RD)
PLAN VIEW

DWG. NO. 6

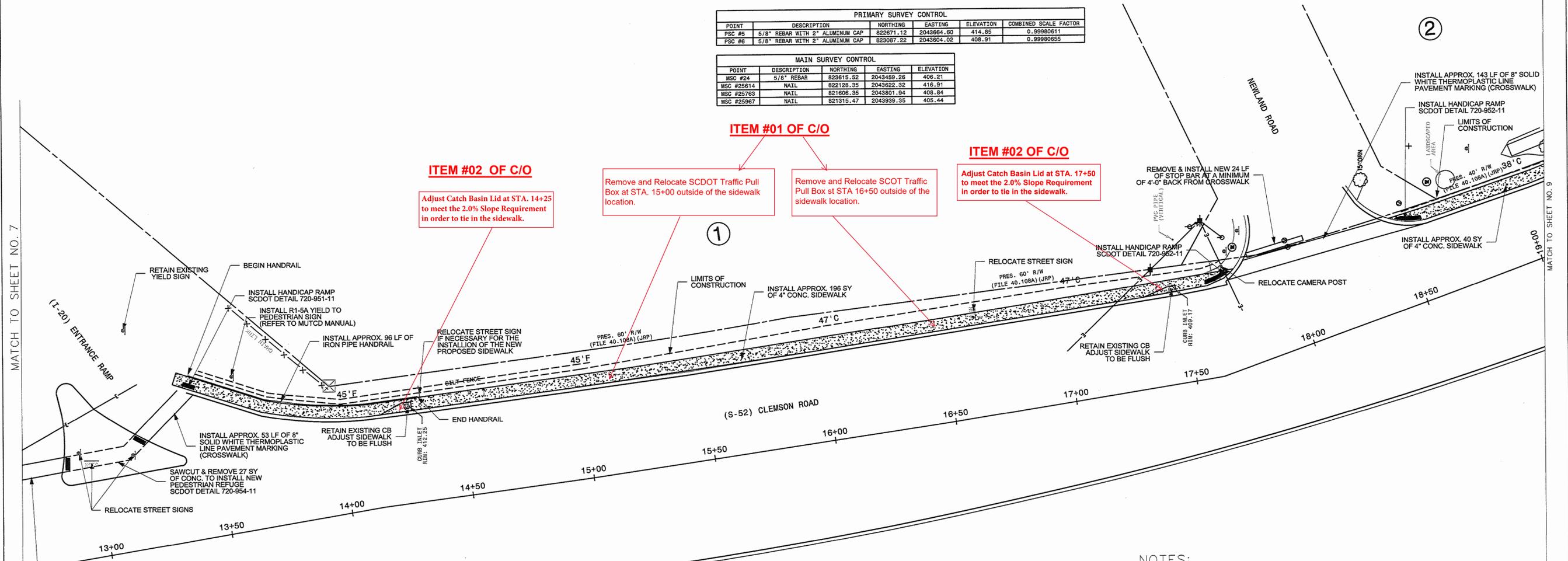
TRACT	NAME	ADDRESS
1	CARS DB4 LP	111 NEWLAND RD
2	NEWPORT VILLAGE APARTMENTS LLC	100 NEWLAND RD

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MSC #24	5/8" REBAR	823615.52	2043459.26	406.21
MSC #25614	NAIL	822128.35	2043922.32	418.91
MSC #25783	NAIL	821608.35	2043801.94	408.84
MSC #25967	NAIL	821315.47	2043939.35	405.44



SIGN LEGEND	
STATION	DESCRIPTION
12+94	RELOCATE I-20 EAST STREET SIGN AS NEEDED
13+00	RELOCATE DIRECTIONAL STREET SIGN AS NEEDED
13+16	RELOCATE I-20 EAST STREET SIGN AS NEEDED
13+19	RETAIN YIELD STREET SIGN AS NEEDED
17+69	RETAIN DIRECTIONAL STREET SIGN
17+76	RETAIN STOP SIGN

NOTES:
 1. CONTRACTOR TO REMOVE TREES AND SHRUBS AS NEEDED WITHIN R/W AFTER RECEIPT OF APPROVAL FROM RESIDENT CONSTRUCTION ENGINEER.
 2. ALL REMOVAL/DISPOSAL & NEW CONSTRUCTION AREAS SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY ALL AREAS PRIOR TO COMMENCING REMOVAL.
 3. SIGNS SHALL BE REINSTALLED AS SOON AS POSSIBLE UPON REMOVAL TO MINIMIZE DOWN TIME.

Engineering **Approval**



Richland County Department of Public Works-Engineering

Richland County Engineering has reviewed the enclosed plans and they have been determined to be compliant with SCDHEC and Richland County. All work to be conducted shall be pursuant to the approved, stamped plans and any revisions, amendments and/or additions need to be submitted for review and approval prior to any work being commenced.

October 2, 2018 Webster H. Lyons

REV. NO.	BY	DATE	DESCRIPTION OF REVISION
7			
6			
5			
4			
3			
2	SCDOT	9.23.2017	SCDOT COMMENTS FOR ENCROACHMENT PERMIT
1	SCDOT	9.2.2017	SCDOT COMMENTS FOR ENCROACHMENT PERMIT



DESIGNED BY JS DATE _____
 DRAWN BY JS DATE _____
 CHECKED BY PM DATE _____



RICHLAND COUNTY
 TRANSPORTATION PENNY PROGRAM

S-52 (CLEMSON RD)
 PLAN VIEW

DWG. NO. 8

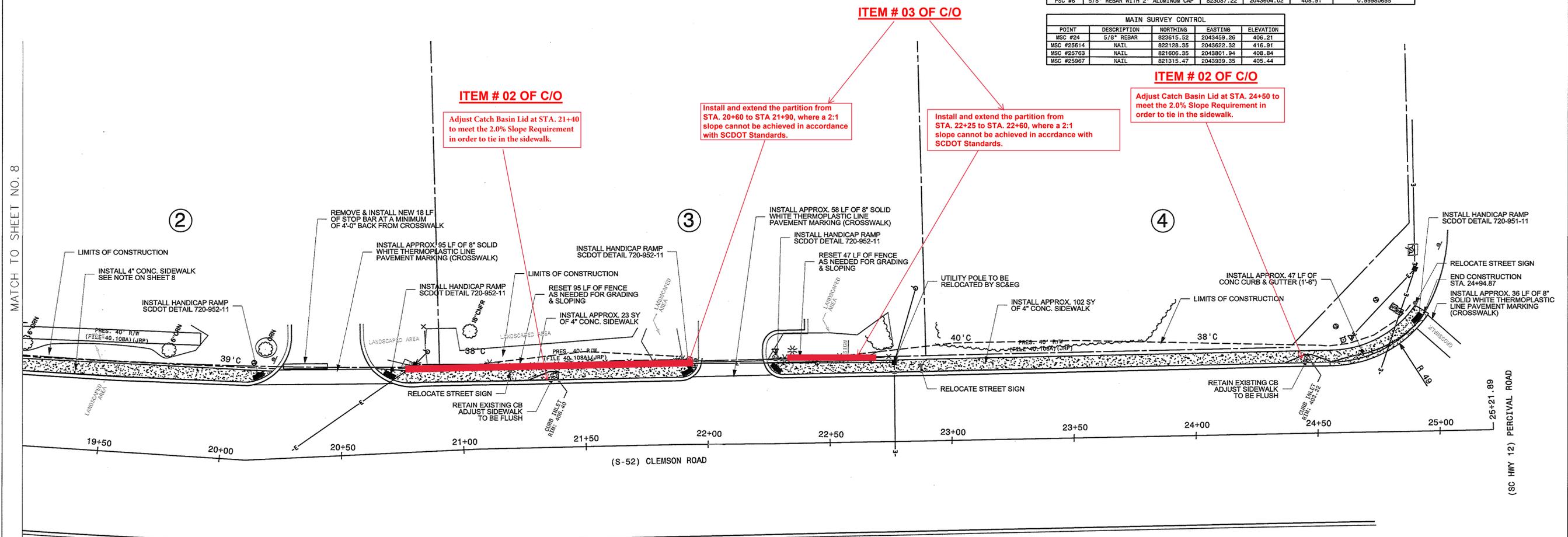
TRACT	NAME	ADDRESS
2	NEWPORT VILLAGE APARTMENTS LLC	100 NEWLAND RD
3	SPARKLEBERRY HILL APARTMENTS	100 CHALICE LN
4	JAISY & SAHIL IV LLC	4201 PERCIVAL RD

NOTES:
 1. THE LOCATION OF THE RIGHT-OF-WAY OF (S-52) CLEMSON ROAD AS SHOWN HEREON IS BASED ON INFORMATION OBTAINED FROM S.C.D.O.T., FILE 40.108A. THE LOCATION OF ALL OTHER PROPERTY LINES AND RIGHTS-OF-WAY SHOWN HEREON IS BASED ENTIRELY ON INFORMATION OBTAINED FROM THE RICHLAND COUNTY GIS WEBSITE AND HAS NOT BEEN VERIFIED.
 2. ALL USERS OF THE CONTROL POINTS LISTED BELOW SHALL BE REQUIRED TO CHECK BETWEEN THEM, IN

DATUM DESCRIPTION:
 THE GRID COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON NAD 83 (2011) SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM. A COMBINED SCALE FACTOR FOR EACH PRIMARY SURVEY CONTROL POINT IS GIVEN AND MUST BE APPLIED TO HORIZONTAL GROUND DISTANCES. ELEVATIONS FOR THIS PROJECT ARE BASED ON NAVD 83 VALUES FROM PSC #5 WITH AN ELEVATION OF 414.85'.

PRIMARY SURVEY CONTROL				
POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
PSC #5	5/8" REBAR WITH 2" ALUMINUM CAP	822677.12	2043664.60	414.85
PSC #6	5/8" REBAR WITH 2" ALUMINUM CAP	823087.22	2043604.02	408.91
				0.99890655

MAIN SURVEY CONTROL				
POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
MSC #24	5/8" REBAR	823615.52	2043459.26	406.21
MSC #25614	NAIL	822128.35	2043622.32	416.91
MSC #25763	NAIL	821606.35	2043801.94	408.84
MSC #25967	NAIL	821315.47	2043939.35	405.44



MATCH TO SHEET NO. 8

NOTES:
 1. CONTRACTOR TO REMOVE TREES AND SHRUBS AS NEEDED WITHIN R/W AFTER RECEIPT OF APPROVAL FROM RESIDENT CONSTRUCTION ENGINEER.
 2. ALL REMOVAL/DISPOSAL & NEW CONSTRUCTION AREAS SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY ALL AREAS PRIOR TO COMMENCING REMOVAL.
 3. SIGNS SHALL BE REINSTALLED AS SOON AS POSSIBLE UPON REMOVAL TO MINIMIZE DOWN TIME.

SIGN LEGEND	
STATION	DESCRIPTION
20+22	RETAIN STOP SIGN
21+18	RELOCATE I-20 JUNCTION SIGN AS NEEDED
21+94	RETAIN STOP SIGN
22+86	RELOCATE 45 MPH SIGN AS NEEDED
24+89	RELOCATE YIELD SIGN AS NEEDED

REV. NO.	BY	DATE	DESCRIPTION OF REVISION
7			
6			
5			
4			
3			
2	SCDOT	9.23.2017	SCDOT COMMENTS FOR ENCROACHMENT PERMIT
1	SCDOT	9.2.2017	SCDOT COMMENTS FOR ENCROACHMENT PERMIT



DESIGNED BY JS DATE _____
 DRAWN BY JS DATE _____
 CHECKED BY PM DATE _____



Engineering **Approval**

Richland County Department of Public Works-Engineering

Richland County Engineering has reviewed the enclosed plans and they have been determined to be compliant with SCDHEC and Richland County. All work to be conducted shall be pursuant to the approved, stamped plans and any revisions, amendments and/or additions need to be submitted for review and approval prior to any work being commenced.

October 2, 2018 Webster H. Lyons

RICHLAND COUNTY
 TRANSPORTATION PENNY PROGRAM

S-52 (CLEMSON RD)
 PLAN VIEW

DWG. NO. 9

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE		Title:	Interim Director	
Department:	Transportation	Division:			
Date Prepared:	August 03, 2021	Meeting Date:	September 28, 2021		
Legal Review	Elizabeth McLean via email		Date:	September 13, 2021	
Budget Review	James Hayes via email		Date:	September 09, 2021	
Finance Review	Stacey Hamm via email		Date:	September 13, 2021	
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM			
Committee	Transportation Ad Hoc				
Subject:	Dirt Road Package L				

STAFF’S RECOMMENDED ACTION:

Staff requests Council to approve the award of the Dirt Road Package L paving project to Palmetto Sitework Services in the amount of \$584,681.99 with a 15% contingency of \$87,702.29 for a total amount of \$672,384.28

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This will come from the \$3,961,923 requested in new FY22 funds. (JL 13320302)

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Dirt Road Package L project consists of the paving of Dogwood Shores Ln, Lake Dogwood Cir, and Wider Rd. This is approximately 0.71 miles of roadway, and these roadways are in District 11.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Engineer's Cost Estimate for this project is \$819,718.73. Staff is requesting a 15% contingency for this project. The previous program management team typically included 10% contingencies on projects, but a minimum 15% contingency is a more common industry practice and a practice typically followed by other County departments.

ATTACHMENTS:

1. Procurement Award Recommendation Letter
2. Dirt Road Package L Bid Tab

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130

Attachment 1



July 20, 2021

Re: Richland County Dirt Road Package L RC-444-B-2021

Dear Mr. Maloney:

A virtual bid opening was held at 3:00 p.m. EDT on Thursday, July 15, 2021 via the Richland County's online bidding system (Bonfire) for the project referenced above. The Richland County Procurement and Contracting Office have reviewed the bids received, which were submitted via Bonfire and found no discrepancies. The bid(s) received were as follows:

Cherokee, Inc.	\$ 843,828.75
Corley Construction Company, LLC	\$ 1,016,998.55
McClam and Associates Inc.	\$ 742,932.60
Palmetto Sitework Services	\$ 584,681.99

Further review shows that Palmetto Sitework Services is duly licensed in South Carolina to perform this work. A copy of their license is available.

A non-mandatory pre-bid conference was held at 10:00 a.m. on June 9, 2021 to allow attendees to gain information and bidding directives for the project.

Attached is the final bid tab sheet for your reference, which indicates Palmetto Sitework Services is 28.7% lower than the engineer's estimate of \$ 819,718.73.

I recommend that a contract be awarded to the lowest responsive and responsible bidder, Palmetto Sitework Services.

Sincerely,

Virginia Goodson

Virginia Goodson

Contract Specialist

CC: Jennifer Wladischkin, Procurement Manager

Erica Wade, OSBO Manager

Total Cost	Cherokee, Inc. \$ 843,828.75	Corley Construction Company, LLC \$1,016,998.55	McClam and Associates Inc \$742,932.60	Palmetto Sitework Services \$ 584,681.99
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**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE		Title:	Interim Director	
Department:	Transportation	Division:			
Date Prepared:	September 13, 2021	Meeting Date:	September 28, 2021		
Legal Review	Elizabeth McLean via email		Date:	September 14, 2021	
Budget Review	James Hayes via email		Date:	September 14, 2021	
Finance Review	Stacey Hamm via email		Date:	September 15, 2021	
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM			
Committee	Transportation Ad Hoc				
Subject:	Lower Richland Blvd. Rescope				

STAFF’S RECOMMENDED ACTION:

Staff requests Council to approve the rescope of the Lower Richland Blvd. Widening project based on Alternative 3, not to exceed \$8.2 million.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The funding to complete the remaining design will come from the \$681,239 in unencumbered funds that will roll into FY22 from FY21 funds. (JL 13320009-536700) Design will take at least a year to finalize. Funds to complete the construction on this project will be requested for FY23.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

When the program was descope in 2020, this project was descope to just re-evaluate the traffic along the roadway. This was done because a new gas station was built at the intersection of Lower Richland Blvd. and Garners Ferry Rd, and during this construction the lanes at the intersection were altered and their usages changed. We asked our On-Call Engineering Team (OET) to evaluate the new configuration and provide a recommendation on what the scope of the project should be.

The OET has provided the following recommendations for the project, based on the current traffic and also based on a 20-year traffic model.

1. Widen the existing road from 3 lanes to 5 lanes from Garners Ferry Rd. up to the Sheriff's Substation just past the Lower Richland High School entrance. Also install sidewalk along this section of roadway.
2. Widen the existing road from 2 to 3 lanes from the Sheriff's Substation up to Rabbit Run, and
3. Install a roundabout at the intersection of Lower Richland Blvd. and Rabbit Run.

The following are the four alternatives for improving Lower Richland Boulevard.

1. Completing the widening to full 5 lanes with a roundabout at Rabbit Run
2. Completing the widening to full 5 lanes with a signal at Rabbit Run
3. Completing the widening to 5 lanes between Garners Ferry and the Sheriff's Substation and to 3 lanes between the Substation and Rabbit Run, with a roundabout at Rabbit Run
4. Completing the widening to 5 lanes between Garners Ferry and the Sheriff's Substation and to 3 lanes between the Substation and Rabbit Run, with a signal at Rabbit Run

Based on staff's assessment of the data, staff is advising Alternative 3: Completing the widening to 5 lanes between Garners Ferry and the Sheriff's Substation and to 3 lanes between the Substation and Rabbit Run, with a roundabout at Rabbit Run.

The total anticipated cost to complete this project is broken down below.

1. \$341,015 has been spent to date on preliminary design and internal staff costs
2. \$7,607,700 is the cost estimate to complete the design, ROW acquisition, Utility costs, construction costs and CE&I (inspection) costs
3. \$100,000 is anticipated to complete material testing
4. \$100,000 is anticipated to cover internal staff costs for the remainder of the project.

The original referendum amount for this project was \$6,100,000. The new estimate of \$8.1M is \$2M above referendum. Council approved a rescoping plan in July 2021, which after rescoping still anticipated approximately \$15.2M in reserve funds. Approving the additional \$2M for Lower Richland Blvd. will still leave approximately \$13.2M in reserve funds. These funds should remain in reserve to provide a contingency to cover any unforeseen circumstances that may arise on remaining projects.

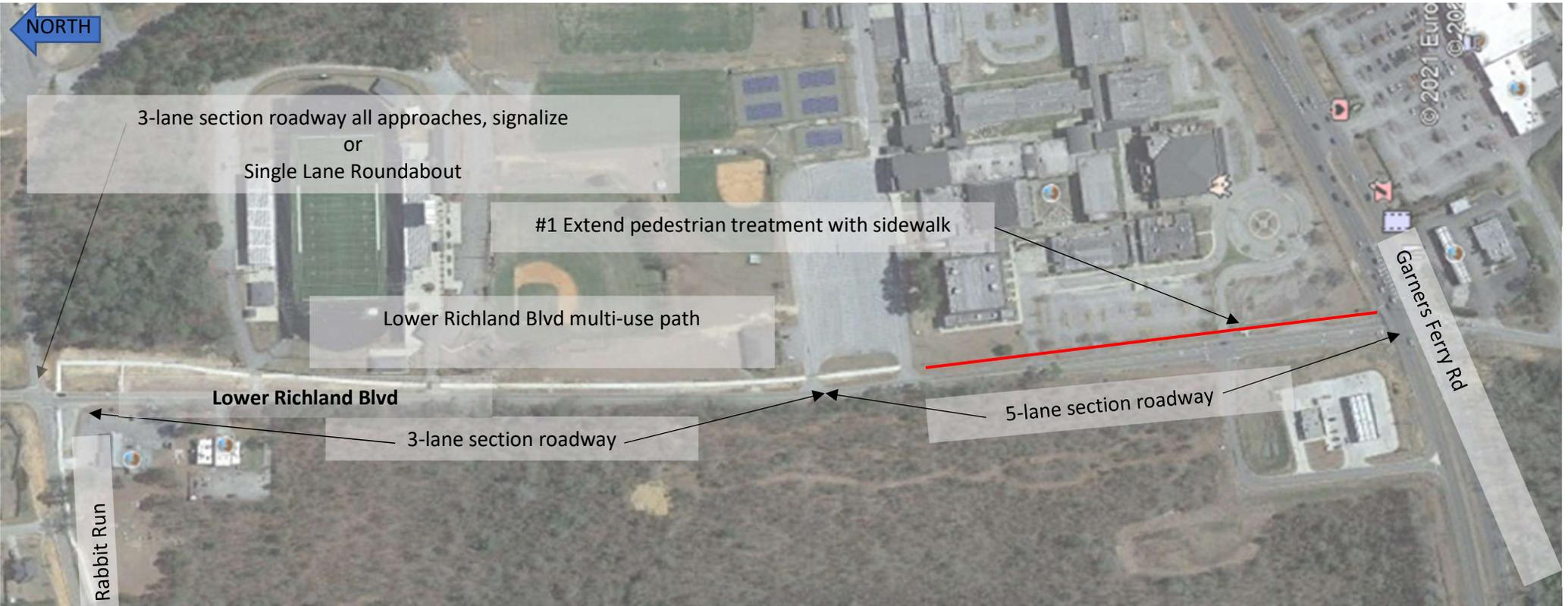
ADDITIONAL COMMENTS FOR CONSIDERATION:

The attachment 1 cost breakdown shows four alternatives:

1. Completing the widening to full 5 lanes with a roundabout at Rabbit Run
2. Completing the widening to full 5 lanes with a signal at Rabbit Run
3. Completing the widening to 5 lanes between Garners Ferry and the Sheriff's Substation and to 3 lanes between the Substation and Rabbit Run, with a roundabout at Rabbit Run
4. Completing the widening to 5 lanes between Garners Ferry and the Sheriff's Substation and to 3 lanes between the Substation and Rabbit Run, with a signal at Rabbit Run

ATTACHMENTS:

1. Cost Breakdown
2. Proposed Project Exhibit for alternative 3, which is the recommended alternative



Lower Richland Blvd. Widening Alternative Cost Estimates

9/13/2021 (Inflation should be added to estimates for every year after 2023)

All Alternatives include some improvements at Garners Ferry Rd to address alignment - full 5 lane section not utilized until widening of south leg of LR Blvd	Alternative 1 Full 5 Lane Widening + Roundabout @ Rabbit Run	Alternative 2 Full 5 Lane Widening + Signal @ Rabbit Run	Alternative 3 5 to 3 Lane Widening + Roundabout @ Rabbit Run	Alternative 4 5 to 3 Lane Widening + Signal @ Rabbit Run
Roadway Construction	\$ 5,500,000.00	\$ 5,600,000.00	\$ 5,000,000.00	\$ 5,100,000.00
Roadway Construction Contingencies (20%)	\$ 1,100,000.00	\$ 1,120,000.00	\$ 1,000,000.00	\$ 1,020,000.00
Right Of Way	\$ 62,000.00	\$ 64,000.00	\$ 60,000.00	\$ 62,000.00
Roundabout Lighting	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -
Utilities (10%)	\$ 550,000.00	\$ 560,000.00	\$ 500,000.00	\$ 510,000.00
CEI (10%)	\$ 550,000.00	\$ 560,000.00	\$ 500,000.00	\$ 510,000.00
Construction Sub-Total	\$ 7,812,000.00	\$ 7,904,000.00	\$ 7,110,000.00	\$ 7,202,000.00
Engineering & Design (7% of Construction Total)	\$ 546,840.00	\$ 553,280.00	\$ 497,700.00	\$ 504,140.00
Total Estimated Project Cost	\$ 8,358,840.00	\$ 8,457,280.00	\$ 7,607,700.00	\$ 7,706,140.00

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney	Title:	Interim Director
Department:	Transportation	Division:	
Date Prepared:	September 14, 2021	Meeting Date:	September 28, 2021
Legal Review	Elizabeth McLean via email	Date:	September 14, 2021
Budget Review	James Hayes via email	Date:	September 14, 2021
Finance Review	Stacey Hamm via email	Date:	September 15, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Transportation Ad Hoc		
Subject:	Mitigation Credit Sales – Encompass Health Rehabilitation Hospital		

STAFF’S RECOMMENDED ACTION:

Staff respectfully requests the Committee concur with these credit sales and forward to full Council for consideration.

Request for Council Reconsideration: Yes

This approval is time sensitive as the buyer has requested notice of approval as soon as possible due to Army Corps of Engineers permitting constraints.

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This mitigation credit sale will generate \$92,136.47 which will be credited to the Transportation Penny Program.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to Encompass Health South Carolina Real Estate, LLC for an Army Corps of Engineers (ACE) 404 Permit to facilitate the construction of a new rehabilitation hospital in an unnamed tributary to Kinley Creek in Richland County. The applicant is requesting 4.90 wetland and 0.0 stream mitigation credits to fulfill the permitting requirements.

The mitigation bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation and other projects. Construction for projects with water resource impacts need mitigation credits to obtain permits. It is more cost effective when mitigation credits are available. As surplus mitigation credits are sold, the price for credits utilized for County projects is reduced. The requested mitigation credit sales provide for the acquisition of construction permits required for transportation and other projects as well as to replenish funds spent on the creation of the mitigation credits.

The mitigation bankers were notified by email of the County's desire to participate in this sale subject to final approval by County Council at the 100% level on August 23, 2021. When the sales are completed, if approved by County Council, the funds will be added to the Transportation Program account.

If the County Council does not approve the requested sales of its surplus mitigation credits, the County portion of the mitigation credit sales will drop from \$92,136.47 to \$21,576.47 for a difference of \$70,560.00 to the Transportation Program. The County Council has approved surplus mitigation credit sales on many occasions. The last two (2) mitigation credit sales approvals were completed by County Council at the Regular Session County Council Meeting on April 6, 2021 and the Special Called Session on December 8, 2020. All related County Council actions since 2014 are not included in the attachments for brevity.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. MCMB Credit Sale Checklist Encompass Health
2. MCMB Encompass Sales Agreement
3. County Council Regular Session, April 6, 2021 – Minutes
4. County Council Special Called Session, December 8, 2020 – Minutes

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Project Blazer – rehabilitation hospital
<u>Location:</u>	Richland County, SC
<u>8-Digit HUC Watershed Code</u>	03050109 (Saluda River)
<u>Buyer:</u>	Encompass Health South Carolina Real Estate, LLC
<u>Buyer's USACE 404 Permit #:</u>	SAC-2020-00810
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	NA
<u>Wetland Credits:</u>	4.90 credits (2.45 restoration/enhancement & 2.45 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$98,000.00
<u>Richland County Credit Share:</u>	\$90,160.00 (92% of \$98,000.00)
<u>MCMH Credit Share:</u>	\$7,840.00 (8% of \$98,000.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$9,882.35
<u>Richland County Fee Share:</u>	\$1,976.47 (20% of \$9,882.35)
<u>MCMH Fee Share:</u>	\$7,905.88 (80% of \$9,882.35)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$107,882.35
<u>Richland County Proceeds Share:</u>	\$92,136.47
<u>MCMH Proceeds Share:</u>	\$15,745.88

AGREEMENT FOR PURCHASE AND SALE OF STREAM
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this 4th day of August, 2021 (the "Effective Date"), by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and the ENCOMPASS HEALTH SOUTH CAROLINA REAL ESTATE, LLC, a Delaware limited liability company ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located inside, and under certain circumstances, outside that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Pursuant to applicable Corps policies, to the extent that Bank credits are sold as compensation for unavoidable adverse impacts to jurisdictional waters located outside the Service Area and outside the 8-digit Hydrological Unit Code watershed in which the Bank is located (the "Bank's Watershed"), Seller is required by the Corps to commit incremental acres of wetlands per wetland mitigation credit, and incremental linear feet of stream per stream mitigation credit, in excess of that required if such wetland mitigation credits and stream mitigation credits, as applicable, were sold inside the Service Area and inside the Bank's Watershed;

D. Upon receiving Corps approval, Purchaser may purchase wetland and stream mitigation credits from the Bank as compensation for unavoidable adverse impacts to jurisdictional waters of the United States for Purchaser's projects located outside the Bank's Watershed;

E. Purchaser desires to procure compensatory mitigation in connection with the project known as "Project Blazer" pursuant to USACE Charleston District permit SAC-2020-

00810 (the “Permitted Project”), which is located outside the Service Area and outside the Bank’s Watershed;

F. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Recitals. The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. On the Closing Date (as defined in Section 7 below), Seller shall sell to Purchaser, and Purchaser shall purchase from Seller (a) ZERO and 00/100 (0.00) stream restoration/enhancement credits and ZERO and 00/100 (0.00) stream preservation credits (the “Stream Credits”); and, (b) TWO and 45/100 (2.45) freshwater wetland enhancement/restoration mitigation credit and TWO and 45/100 (2.45) freshwater wetland preservation mitigation credits (the “Wetland Credits”, and together with the Stream Credits, the “Credits”) from the Bank based on the terms and conditions contained herein.

Within three business days of receipt of a countersigned electronic copy of this Agreement from Purchaser as provided in Section 9(m) hereof, Seller shall provide Purchaser with an invoice (the “Invoice”) for the Purchase Price (as defined in Section 4 below), and Purchaser shall remit payment of the hereinafter defined Deposit as provided in Section 5 and the hereinafter defined Residual Purchase Price as provided in Section 6. Upon receipt of such payments, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

3. Fee for Out of Primary Service Area Credit Sales. Purchaser agrees to pay a fee (the “Adjacent 8-digit HUC”) to compensate Seller for the incremental wetland acreage and stream linear footage that must be deducted from the Bank’s ledger to compensate for use of the Bank’s credits to compensate for the Permitted Project’s unavoidable adverse impacts occurring outside the Service Area and outside the Bank’s Watershed. The Adjacent 8-digit HUC Fee shall be calculated as the sum of (a) 0.4941176 Wetland Credit, which represents the functional acres of wetlands deducted from the Bank’s ledger due to the Permitted Project’s location outside

the Bank's Watershed, multiplied by the per-wetland-credit price defined in Section 4 below, and (b) 0.00 Stream Credit, which represents the functional linear feet of stream deducted from the Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-stream-credit price defined in Section 4 below. For avoidance of doubt, Purchaser's use of the Credits from the Bank to offset Purchaser's unavoidable impacts occurring outside of the Bank's Watershed is expressly conditioned upon approval by the Corps of the use of such Credits, and Seller makes no representation, warranty or covenant that the use of such Credits will be acceptable to the Corps absent such Corps approval.

4. Purchase Price. The purchase price for the (a) Stream Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 (\$0.00); (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of NINETY-EIGHT THOUSAND and 00/100 (\$98,000.00); and, (c) Adjacent 8-digit HUC Fee of NINE THOUSAND EIGHT HUNDRED EIGHTY-TWO AND 35/100 (\$9,882.35), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED EIGHTY-TWO and 35/100 (\$107,882.35) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits. The Purchase Price shall be payable as set forth in Section 5 and Section 6 of this Agreement.

5. Deposit. Within 14 days of its receipt of the Invoice, Purchaser shall deliver to Seller a nonrefundable deposit in the amount of ten percent (10%) of the Purchase Price, or Ten Thousand Seven Hundred Eighty-Eight and 24/100 Dollars (\$10,788.24) (the "Deposit"). Upon receiving the Deposit, Seller shall set aside and reserve the Credits for the benefit of Purchaser. In the event that Purchaser fails to deliver the Deposit within such time period, Seller shall have the right to terminate this Agreement by providing written notice to Purchaser, and the parties shall have no further obligations to each other hereunder.

6. Payment in Full.

(a) Purchaser may deliver to Seller the hereinafter defined Residual Purchase Price on or before the date which is ninety (90) days after the Effective Date of this Agreement (the "Reservation Expiration Date"). The "Residual Purchase Price" shall be an amount equal to Ninety-Seven Thousand Ninety-Four and 11/100 U.S. Dollars (\$97,094.11), calculated as the

Purchase Price less the Deposit.

(b) Purchaser shall have the right to terminate this Agreement with or without cause at any time prior to the Reservation Expiration Date by providing written notice to Seller.

(c) If Purchaser does not terminate this Agreement pursuant to Section 6(b) and Seller does not receive the Residual Purchase Price on or prior to the Reservation Expiration Date, Seller shall have the right to terminate this Agreement by written notice to Purchaser.

(d) Upon a termination of this Agreement by either Seller or Purchaser as provided in Section 6(b) and Section 6(c), Seller shall be entitled to retain the Deposit as liquidated damages, and the parties shall have no further obligations to each other hereunder. The foregoing liquidated damages shall be Seller's sole remedy under this Agreement.

(e) If Seller receives the Residual Purchase Price prior to the Reservation Expiration Date, Seller shall deliver the Credits to Purchaser as provided in Section 7 below.

7. Delivery of Credits. Within three (3) business days of receiving the Residual Purchase Price (such date, the "Closing Date"), Seller shall:

(a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and

(b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

8. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

(a) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

(b) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(c) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.

(d) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(e) There is no pending or threatened action or proceeding affecting Seller before any court, government agency, or arbitrator that would adversely affect Seller's ability to comply with the obligations hereunder.

(f) Seller hereby covenants and agrees with Purchaser that Seller shall not sell

any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(g) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(h) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(i) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

9. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC
3414 Peachtree Road NE, STE 990
Atlanta, Georgia 30326

With a copy to:

The Lyme Timber Company LP
General Counsel
23 South Main Street, 3rd Floor
Hanover, NH 03755

Purchaser: Encompass Health South Carolina Real Estate, LLC

Attention: Thomas Boyle
9001 Liberty Parkway
Birmingham, AL 25423

With a copy to:

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) **Brokerage Commission.** Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction. In the event any claims arise for commissions, fees, or other compensation in connection with this transaction, the party causing such claims or through whom such claims are made shall indemnify, defend, and hold harmless the other party for any loss or damage incurred by such party because of such claim. The foregoing indemnification shall survive the cancellation, termination or consummation of this Agreement.

(c) **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) **Compliance with Applicable Laws.** Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) **Severability.** The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) **Additional Assurances.** Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) **Attorney's Fees.** If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to

recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(j) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

(l) Confidentiality. Purchaser and Seller agree to maintain, in strictest confidence, the terms of this Agreement and any and all communications between the parties. This Section shall not apply to any information which: (i) was known to receiving party prior to it being disclosed to such party hereunder and can be so demonstrated by written documentation; (ii) was in the public domain by publication when received by receiving party or later came into the public domain by publication through no fault of receiving party; (iii) was disclosed to receiving party, free of confidentiality obligations, by a third party who (to the knowledge of receiving party) is not under obligations of secrecy concerning the information and/or materials; or (iv) was independently developed by receiving party without reference to the information. In the event legal process requires or requests disclosure by receiving party, its agents, representatives and/or employees of any of the information, if legally permissible to do so, receiving party shall give prompt notice of such process immediately to the other party so that the other party may either seek an appropriate protective order and/or waive compliance by receiving party with the provisions of this Section.

(m) Deadline for Acceptance. This Agreement is an offer made by Seller which, if not accepted by the Purchaser by forwarding a signed copy of this Agreement to Seller electronically at thompson@ecocapitaladvisors.com on or before 5:00pm ET on Friday, August 6, 2021, followed by an executed original by U.S. mail, is withdrawn and is null, void and of no effect.

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

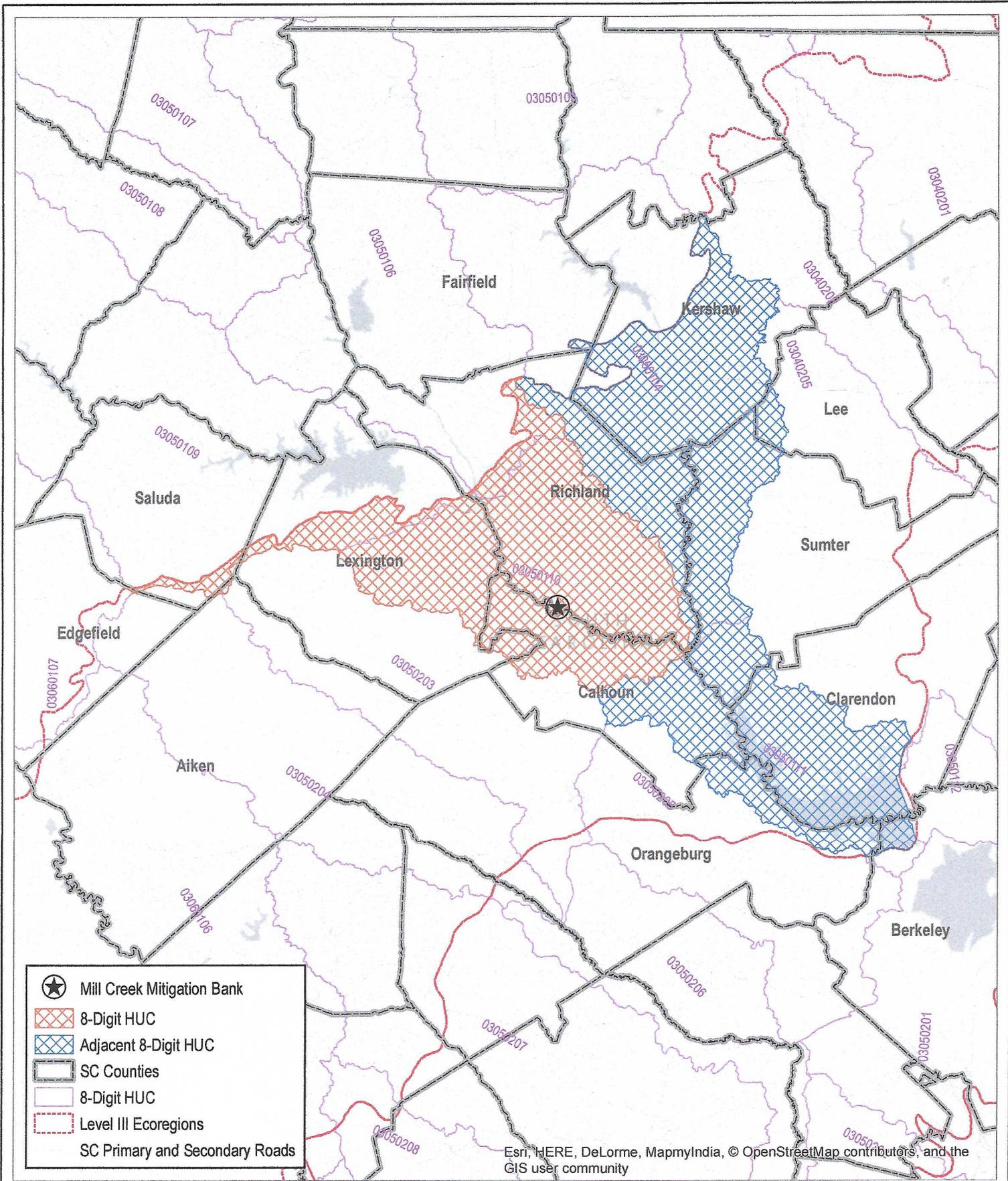
By: 
Printed: Charles B. Thompson
Its: Authorized Representative

PURCHASER: ENCOMPASS HEALTH SOUTH CAROLINA REAL ESTATE, LLC

By: 
Printed: Sarina Davis
Its: Authorized Representative

EXHIBIT A

[Attach map of Service Area]



TIDEWATER
 A JMT Division
 952 Houston Northcutt Blvd., Suite 100
 Mount Pleasant, SC 29464
 Ph: (843) 556-2824 Fx: (843) 556-4329
 www.JMT.com

Figure 16: Service Area Map
 Mill Creek Mitigation Bank
 Richland County, South Carolina
 Source: ESRI, USGS, EPA
 Date: July 2016

1 inch = 15 miles

0 7.5 15 30 Miles

N

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of _____, 2021, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and ENCOMPASS HEALTH SOUTH CAROLINA REAL ESTATE, LLC, a Delaware limited liability company ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated August 3, 2021 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, ZERO and 00/100 (0.00) Stream Credits and FOUR and 90/100 (4.90) Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:

licenses without the license being considered expired.

Mr. Malinowski inquired if their business license was in order with Richland County.

Ms. Wladischkin responded in the affirmative.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, and English.

Opposed: Malinowski and J. Walker

No Present: Newton

The vote was in favor.

- b. Mitigation Bank Credit Sale – Mr. O. Walker stated the committee recommended to approve the credit sale.

Ms. English inquired where the funds received will go.

Mr. Niermeier responded the funds will go back into the Penny Tax account. The money is for the whole of the program, and is also used to pay back the initial expenses of buying the land and the cost of the partnership with Mill Creek Mitigation Bank.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, O. Walker, Mackey, and English.

Opposed: J. Walker

Not Present: Newton

The vote was in favor.

Mr. O. Walker moved, seconded by Ms. McBride, to reconsider items 18 (a) and (b).

In Favor: Malinowski and J. Walker

Opposed: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, and English.

Not Present: Newton

The motion for reconsideration failed.

20. **REPORT OF THE DETENTION CENTER AD HOC COMMITTEE**

- a. Detainee Phone System – Ms. Terracio stated the committee agreed the rate should be \$0.10/minute. Any money, after the cost of providing the service, should be kept within the Detention Center budget in order to create training and enrichment programs for detainees.

Mr. Myers stated the Jail Management System was also a part of the recommendation. The phone company gives a Technology Grant, which basically comes out of the commission. They are going to pay for the detention center to have a new Jail Management System.

Present But Not Voting: Dickerson

Not present: Kennedy

The vote was in favor.

- b. Mitigation Credit Sales - Weyerhaeuser NR Company, I-26 Interchange Widening II - Mr. Manning stated the committee unanimously recommended the sale of these credits sales to Weyerhaeuser NR Company in the amount of \$189,520.94.

In Favor: Malinowski, McBride, Livingston, Terracio, Manning,

Opposed: Walker, Myers, Newton

Not Present: Kennedy

Present Not Voting: Dickerson

The vote was in favor.

Ms. Myers noted she wanted the record to reflect that she was not present at the committee meeting, but would have voted in opposition had she been present.

Mr. Manning moved, seconded by Ms. McBride, to reconsider Items 19(a) and (b).

In favor: Malinowski, Walker, Myers, Newton

Opposed: McBride, Livingston, Terracio, Manning,

Not Present: Kennedy

Present But Not Voting: Dickerson

The motion for reconsideration failed.

- c. FY21 Transportation BAN/BOND - Mr. Manning stated the committee recommended for approval of the resolution, to bond for \$100M, pay down \$25M of outstanding debt from the last Transportation BAN due in February 2021.

Mr. Malinowski noted, on p. 503, we have a staff recommended action that gives us two choices, but there is no real recommendation.

Mr. Manning responded, when it went to committee, we asked for clarification. The clarification they gave us is in the motion he reported out of committee.

Mr. Malinowski stated, on p. 504, it says the original ordinance does not require a resolution, but staff is proposing that we draft a resolution. What is the reason?

Mr. Jones responded, when discussing the requirement of a resolution, the conclusion of Administration, and the Chair, was that it would be best for Council to see all this again and go ahead

**Special Called Meeting
December 8, 2020**