



TRANSPORTATION AD HOC COMMITTEE

June 6, 2017
3:00 PM
4th Floor Conference Room

- 1. Call to Order**
- 2. Approval of Minutes (Pages 2-3)**
- 3. Adoption of the Agenda**
- 4. Status Update: Program Bonding (Page 4)**
- 5. Bluff Road Widening Project: (Pages 5-11)**
 - a. Options for reducing termini**
 - b. Updated utility undergrounding estimate**
 - c. Estimate for roadway lighting**
- 6. Mitigation Bank: Excess credit sales (Pages 12-32)**
- 7. Decker Boulevard Neighborhood Improvement Project: Executive Summary (Pages 33-37)**
- 8. Program Interns: Overview (Pages 38-41)**
- 9. Other Business**
- 10. Adjournment**

Committee Members

Jim Manning, Chair
District Eight

Bill Malinowski
District One

Yvonne McBride
District Three

Paul Livingston
District Four

Norman Jackson
District Eleven



Richland County Council

TRANSPORTATION AD HOC COMMITTEE

May 16, 2017 – 3:00 PM

4th Floor Conference Room

2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Jim Manning, Chair; Bill Malinowski, Yvonne McBride, Paul Livingston, and Norman Jackson

OTHERS PRESENT: Calvin “Chip” Jackson, Greg Pearce, Dalhi Myers, Michelle Onley, Shawn Salley, Tony Edwards, Rob Perry and Roger Sears

1. **CALL TO ORDER** – Mr. Manning called the meeting to order at approximately 3:00 PM.

POINT OF PERSONAL PRIVILEGE – Mr. Manning thanked Mr. Perry for his service to the County.

2. **APPROVAL OF MINUTES**

- a. March 28, 2017 – Mr. Livingston moved, seconded by Mr. N. Jackson, to approve the minutes as distributed. The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Mr. Malinowski moved, seconded by Ms. McBride, to adopt the agenda as published. The vote in favor was unanimous.

The Committee went into Executive Session at approximately 3:04 PM and came out at approximately 3:35 PM.

4. **CLEMSON ROAD WIDENING PROJECT: RIGHT OF WAY ACQUISITION** – Mr. Livingston moved, seconded by Mr. N. Jackson, to support staff’s recommendation and proceed as discussed in Executive Session. The vote in favor was unanimous.

5. **CLEMSON ROAD AND SPARKLEBERRY LANE INTERSECTION IMPROVEMENT: RIGHT OF WAY ACQUISITION** – Mr. N. Jackson moved, seconded by Mr. Malinowski, to proceed as discussed in Executive Session. The vote in favor was unanimous.

6. **GILLS CREEK A GREENWAY: EXECUTIVE SUMMARY** – Mr. Livingston moved, seconded by Ms. McBride, to support staff’s recommendation to concur with the recommendations in the Executive Summary, which are as follows:

- a. Proposed Termini – Begin project at Ft. Jackson Blvd./Crowson Road and end project at Bright Avenue unless existing funding allows ending at Timberlane Drive
- b. Location – Locate the Greenway on the west (South Beltline Blvd.) side of Gills Creek for its entire location
- c. On-going Coordination – Coordinate with City of Columbia regarding

- Collaboration with the October 2015 flood mitigation issues specific to Timberlane Drive
- Variable 10' – 12 ' typical section width
- Dedicated public safety
- Long-term maintenance
- Lighting

Mr. Pearce stated this project became controversial last year due to a series of misunderstandings. There have been approximately 500 people attend community meetings regarding this matter. He thanked the members of the PDT for their patience.

Mr. Pearce further stated he is uncomfortable with the City of Columbia's involvement at this time. There is a letter from the City, but there is not a vote from the City to provide funding for maintenance and security for the greenway. Since there is not funding in the Transportation Penny Program for the long-term maintenance and security, the responsible course would be not to expend any additional funding for construction or engineering until the City provides assurance they will cover the costs of maintenance and security.

Mr. Pearce stated there is about 50 citizens that reside in the neighborhoods bordering the VA Hospital that do not trust the project will be constructed on the west bank or there are going to be crosswalks built across the swamp to the public parking. He has spoken to Mr. Smith about the County signing a MOU with the Homeowners Associations stating the greenway will be on the west bank in perpetuity.

The vote in favor was unanimous.

The Committee went into Executive Session at approximately 3:45 PM and came out at approximately 4:00 PM.

7. **STATUS OF PDT CONTRACT MODIFICATION** -- ??
8. **MITIGATION BANK: EXCESS CREDIT SALES** – Defer to the next committee meeting.
9. **BLUFF ROAD WIDENING PROJECT** – Defer to the next committee meeting.
 - a. Options for reducing termini
 - b. Updated utility undergrounding estimate
 - c. Estimate for roadway lighting
10. **PROGRAM INTERNS: OVERVIEW** – Defer to the next committee meeting.
11. **OTHER BUSINESS** – No other business was taken up.
12. **ADJOURNMENT** – The meeting adjourned at approximately 4:00 PM.



4. Status Update: Program Bonding

Discussion Point:

The Transportation Ad Hoc Committee invited representatives from the County bond counsel to discuss program bonding requirements.



5. Bluff Road Widening Project:

a. Options for reducing termini

Discussion Point:

Included in your agenda you will find termini reduction options along with current cost estimates for this major widening project. Current cost estimates for the original project limits far exceed the 2012 referendum cost estimate. Reducing the project termini is an option to study, and if chosen should be implemented prior to right of way acquisition commencement. It is anticipated SCDOT could authorize right of way acquisition within the next 30-days.

Recommendation:

What guidance does the Committee have for this item?



Bluff Road Widening 2012 Referendum Amount = \$16,700,000.00

Secured Additional Funding = \$1,800,000.00

\$18,500,000.00

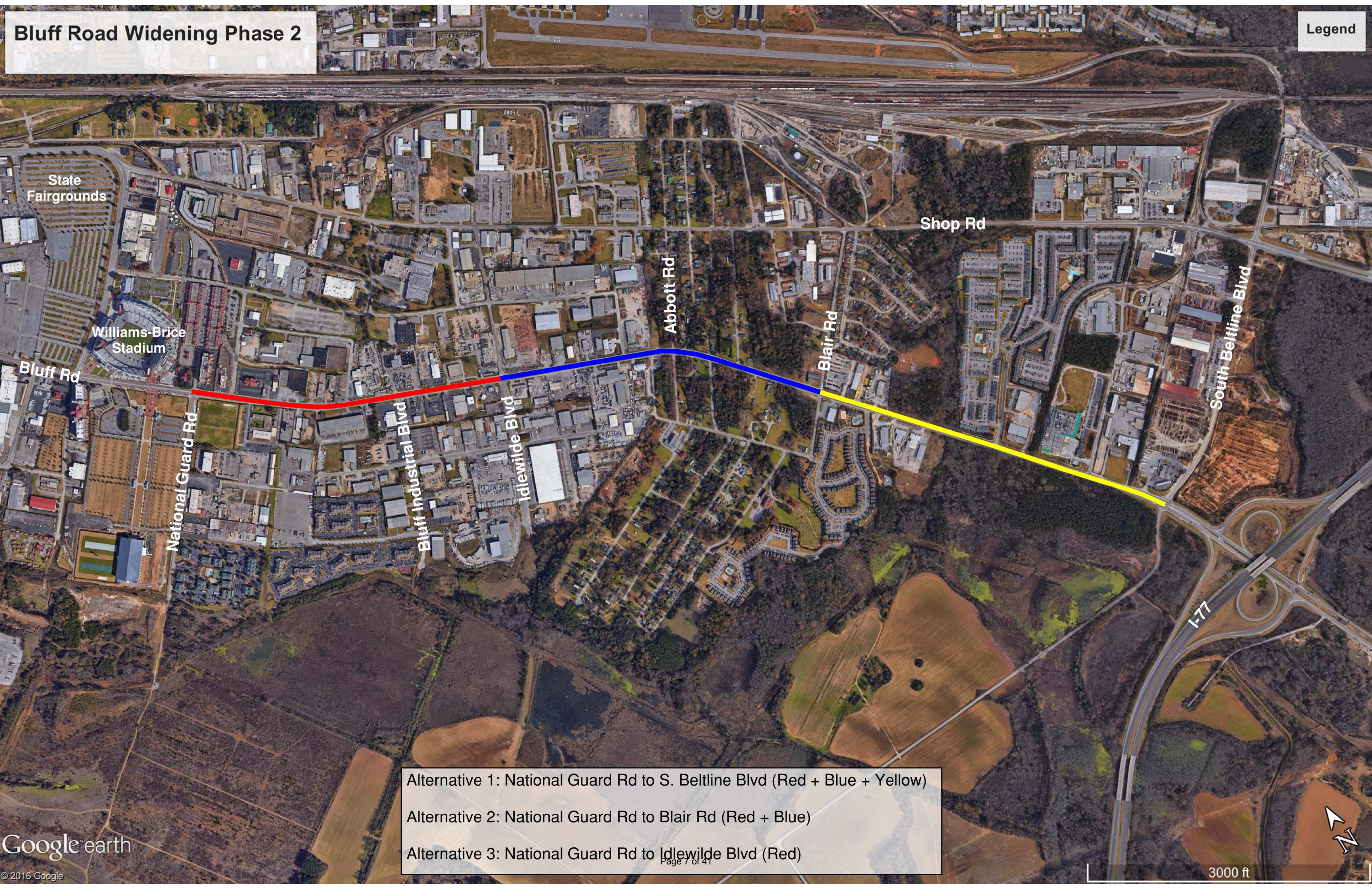
Bluff Road Widening Ph. 1 Total Project Cost = \$8,852,000.00

Remaining = \$9,648,000.00

Bluff Road Widening Phase 2 Estimated Total Project Cost		
	Without UG	With UG
National Guard Rd to South Beltline Blvd	\$40,441,000.00	\$47,941,000.00
National Guard Rd to Blair Rd	\$26,286,000.00	\$31,086,000.00
National Guard Rd to Idlewilde Blvd	\$15,019,000.00	\$17,519,000.00

Bluff Road Widening Phase 2

Legend



- Alternative 1: National Guard Rd to S. Beltline Blvd (Red + Blue + Yellow)
- Alternative 2: National Guard Rd to Blair Rd (Red + Blue)
- Alternative 3: National Guard Rd to Idlewilde Blvd (Red)



b. Updated utility undergrounding estimate

Discussion Point:

Included in your agenda you will find updated utility undergrounding estimates for the Bluff Road Phase II Widening Project. It includes three alternatives for utility undergrounding limits.

Recommendation:

What guidance does the Committee have for this item?



The following three (3) cost estimates include alternatives for undergrounding utilities along the Bluff Road Widening Phase 2 project from National Guard Rd to S. Beltline Blvd. These options were prepared based on the assumption that the entire roadway project corridor is constructed.

Alternative 1: Full Project Undergrounding - National Guard to S. Beltline (UG Length = 10,691 LF)						
Utility	Underground (UG) project cost	Overhead (OH) project	Total Cost	OH to OH cost (Budget)	Cost Δ (Add. Budget)	UG Cost/mile
SCE&G	\$7.7M	\$0.0M	\$7.7M	\$3.3M	\$7.5M	\$5.3M/mi
Communications	\$3.1M	\$0.0M	\$3.1M			
Total	\$10.8M	\$0.0M	\$10.8M			
Alternative 2: Undergrounding - National Guard to Blair (UG Length = 6,536 LF)						
Utility	UG project cost	Overhead (OH) project	Total Cost	OH to OH cost (Budget)	Cost Δ (Add. Budget)	UG Cost/mile
SCE&G	\$5.2M	\$1.0M	\$6.2M	\$3.3M	\$4.8M	\$5.7M/mi
Communications	\$1.9M	\$0.0M	\$1.9M			
Total	\$7.1M	\$1.0M	\$8.1M			
Alternative 3: Partial Undergrounding - National Guard to Idlewilde (UG Length = 3,255 LF)						
Utility	UG project cost	Overhead (OH) project	Total Cost	OH to OH cost (Budget)	Cost Δ (Add. Budget)	UG Cost/mile
SCE&G	\$2.8M	\$2.0M	\$4.8M	\$3.3M	\$2.5M	\$6.2M/mi
Communications	\$1.0M	\$0.0M	\$1.0M			
Total	\$3.8M	\$0.0M	\$5.8M			

Exclusions:

- The above cost estimates are for the relocation of the existing utilities currently attached to overhead power poles. These cost estimates do not include other utility relocations such as water, sewer, gas, etc. that may be required for the project.
- The above cost estimates do not include roadway lighting, if required.

Assumptions:

- Undergrounding along Bluff Rd only and not along any side roads.
- SCE&G's design includes a conduit system direct buried in the roadway shoulder.
- Communications design assumes a duct bank is required due to limited space.
- It is assumed that communication companies will not have prior rights



c. Estimate for roadway lighting

Discussion Point:

Included in your agenda you will find an estimate for roadway lighting for the Bluff Road Phase II Widening Project. Previously Council directed staff to provide roadway lighting estimates.

Recommendation:

What guidance does the Committee have for this item?

Bluff Road Widening Phase 2

Lighting Conceptual Cost Alternatives Summary

Description ¹		Upfront Cost	Cost per year	15-year Cost ²
Continuous Lighting ³ (National Guard Rd to S. Beltline Blvd)	County Owned ⁴	\$514,370	\$5,813	\$630,758
	Leased from SCE&G	\$0	\$169,428	\$2,541,420
Intersection-Only Lighting ⁵ (Six Intersections)	County Owned ⁴	\$232,500	\$1,125	\$255,027
	Leased from SCE&G	\$0	\$23,919	\$358,789

Assumptions:

1. Mongoose LED fixtures on aluminum poles are assumed for all lighting.
2. The County Owned lighting 15-year cost includes a 4% yearly increase in cost due to energy rate hikes. SCE&G rates are fixed for the life of the 15- year lease.
3. Continuous lighting assumes fixtures are placed on both sides of the roadway. The County Owned option assumes an approx. 325 ft. on center spacing (staggered) for a total of approx. 62 fixtures. The Leased option assumes an approx. 200 ft. on center spacing (staggered) for a total of approx. 102 fixtures.
4. Cost associated with fixture maintenance is not included; however, it is expected to be minimal due to LED lighting and location of lighting with respect to the roadway.
5. Two fixtures on opposite corners are assumed per intersection. The following intersections are assumed: Bluff Rd/National Guard Rd, Bluff Rd/Bluff Industrial Blvd, Bluff Rd/Idlewilde Blvd, Bluff Rd/Abbott Rd, Bluff Rd/Blair Rd and Bluff Rd/S. Beltline Blvd.





6. Mitigation Bank: Excess credit sales

Discussion Point:

Included in your agenda you will find two requests for sale of mitigation bank credits from the Mill Creek Mitigation Bank. This bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation projects. The contract the County holds with mitigation bankers also allows the County to sell excess credits, and retain 92% of the sale value. Funding from previous credit sales has been credited back to the Transportation Program as the Program wholly funded this mitigation bank.

<u>Project Name</u>	<u>Richland County Share</u>
Killian Lakes Development	\$105,625.20
One Eleven Apartments	\$35,328.00

Recommendation:

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

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Killian Lakes Development
<u>Buyer:</u>	Edward Rose Development Company, LLC
<u>Buyer's USACE 404 Permit #</u>	SAC-2007-00984
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	0.00
<u>Stream Credits:</u>	574.05 (287.025 restoration/enhancement credits; 287.025 preservation credits)
<u>Credit Gross Proceeds:</u>	\$114,810.00
<u>Richland County Share:</u>	\$105,625.20 (92% of \$114,810)
<u>MCMH Share:</u>	\$9,184.80 (8% of \$114,810)

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 ____ day of _____, 2017 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 Edward Rose Development Company, LLC, a Michigan 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 within that certain geographical service area more particularly depicted on the attached **Exhibit A** (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "Killian Lakes Development" pursuant to USACE Charleston District permit SAC-2007-00984;

D. 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. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) TWO HUNDRED AND EIGHT-SEVEN and 25/1000 (287.025) stream restoration/enhancement mitigation credits and TWO HUNDRED AND EIGHT-SEVEN and 25/1000 (287.025) stream preservation mitigation credits (the "Stream Credits") and (b) ZERO AND 00/100 (0.00) wetland mitigation credits (the "Wetland Credits," and together with the Stream Credits, the "Credits") from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, 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. Purchase Price. The purchase price for the (a) Stream Credits shall be TWO HUNDRED and 00/100 Dollars (\$200.00) for each Stream Credit, for a total purchase price for the Stream Credits of ONE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED TEN and 00/100 Dollars (\$114,810.00); and (b) Wetland Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of ZERO and 00/100 (\$0.00), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED TEN and 00/100 Dollars (\$114,810.00) (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.

4. Delivery of Credits. Upon receipt of the Purchase Price, 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.

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

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

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

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

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

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

(h) 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.

(i) 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.

(j) 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.

(k) 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.

6. 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
Six Concourse Parkway, Suite 2140
Atlanta, Georgia

With a copy to:

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

Purchaser: Edward Rose Development Company, LLC
38525 WOODWARD
BLOOMFIELD HILLS MI 48303
ATTN: RICHARD GLENNON, PROPERTY MANAGER

With a copy to:

38525 WOODWARD AVE
BLOOMFIELD HILLS, MI 48303
ATTN: LEGAL DEPT.

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.

(k) 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.

(l) 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.

(m) 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.

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: _____

Printed:

Its:

PURCHASER: EDWARD ROSE DEVELOPMENT COMPANY, LLC

By: Don Cucco

Printed:

Its:

DON CUCCO
DIRECTOR OF CONSTRUCTION

EXHIBIT A

[Attach map of Service Area]

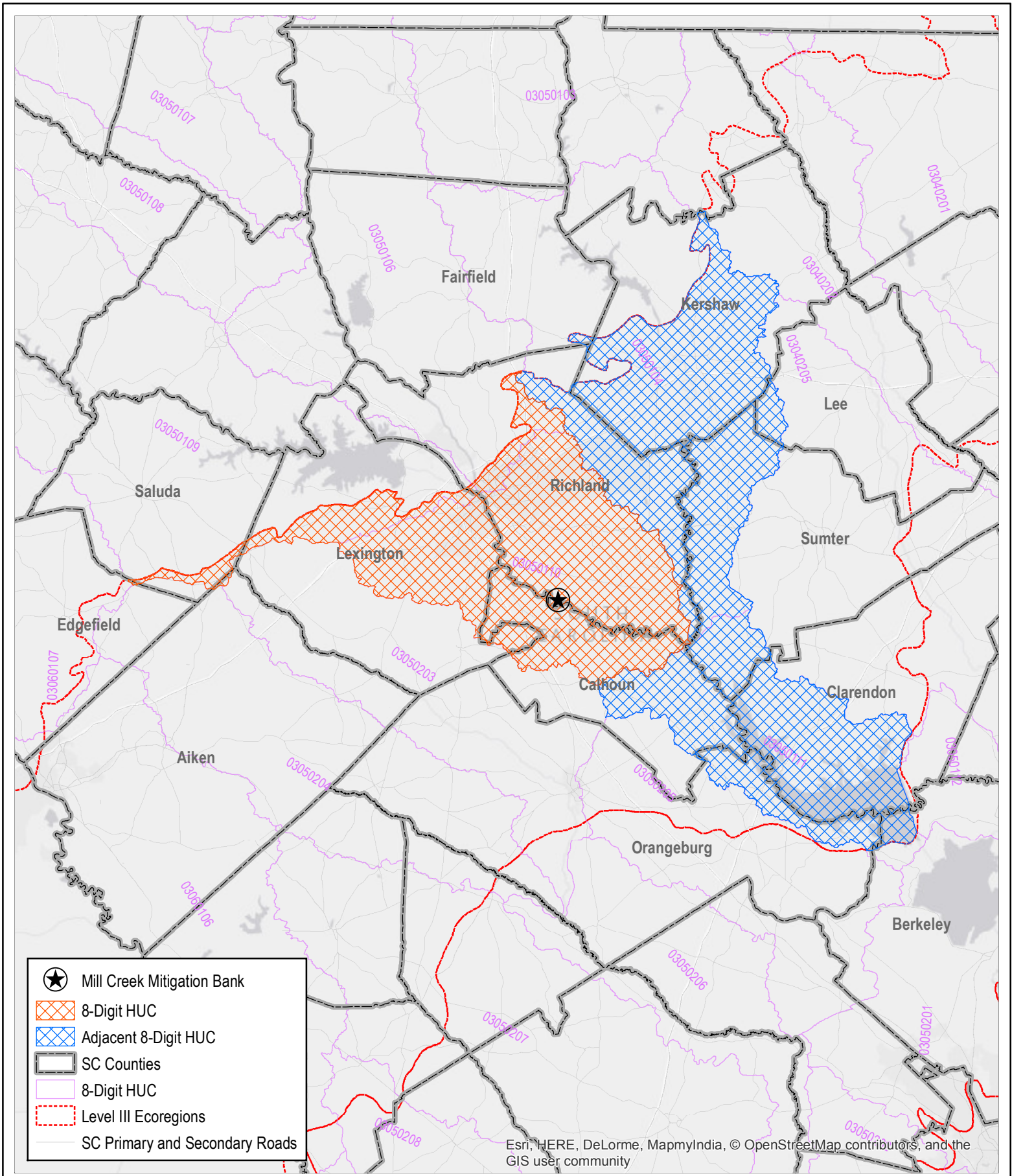


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of _____, 2016, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and _____, a _____ ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2016 (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, _____ and ___/100 Stream Credits and _____ and ___/100 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:

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	One Eleven Apartments
<u>Buyer:</u>	One Eleven Apartments, LLC
<u>Buyer's USACE 404 Permit #</u>	SAC 2014-00834-6F
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	0.00
<u>Stream Credits:</u>	192 (81.00 restoration/enhancement credits; 111 preservation credits)
<u>Credit Gross Proceeds:</u>	\$38,400.00
<u>Richland County Share:</u>	\$35,328.00 (92% of \$38,400)
<u>MCMH Share:</u>	\$3,072.00 (8% of \$38,400)

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 6th day of February, 2017 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 One Eleven Apartments, LLC, a South Carolina 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 within that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "One Eleven Apartments" pursuant to USACE Charleston District permit SAC 2014-00834-6F;

D. 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. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) EIGHTY-ONE and 00/100 (81.00) stream restoration/enhancement mitigation credits and ONE HUNDRED AND ELEVEN and 00/100 (111.00) stream preservation mitigation credits (the "Stream Credits") and (b) ZERO AND 00/100 (0.00) wetland mitigation credits (the "Wetland Credits," and together with the Stream Credits, the "Credits") from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, 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. Purchase Price. The purchase price for the (a) Stream Credits shall be TWO HUNDRED and 00/100 Dollars (\$200.00) for each Stream Credit, for a total purchase price for the Stream Credits of THIRTY-EIGHT THOUSAND FOUR HUNDRED and 00/100 Dollars (\$38,400.00); and (b) Wetland Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of ZERO and 00/100 (\$0.00), for a grand total purchase price for the Stream Credits and the Wetland Credits of THIRTY-EIGHT THOUSAND FOUR HUNDRED and 00/100 Dollars (\$38,400.00) (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.

4. Delivery of Credits. Upon receipt of the Purchase Price, 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.

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

- (c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.
- (d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

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

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

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

(h) 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.

(i) 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.

(j) 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.

(k) 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.

6. 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
Six Concourse Parkway, Suite 2140
Atlanta, Georgia

With a copy to:

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

Purchaser: One Eleven Apartments, LLC
Attn: Hunter Gibson
10 S. Academy St, Ste 360
Greenville, SC 29601

With a copy to:

Robert Branch
955 East Main St, Ste E#52
Lexington, SC 29072

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.

(k) 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.

(l) 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.

(m) 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.

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: _____

Printed:

Its:

PURCHASER: ONE ELEVEN APARTMENTS, LLC

By: B. Hunter Gibson

Printed: B. Hunter Gibson

Its: Authorized Member

EXHIBIT A

[Attach map of Service Area]

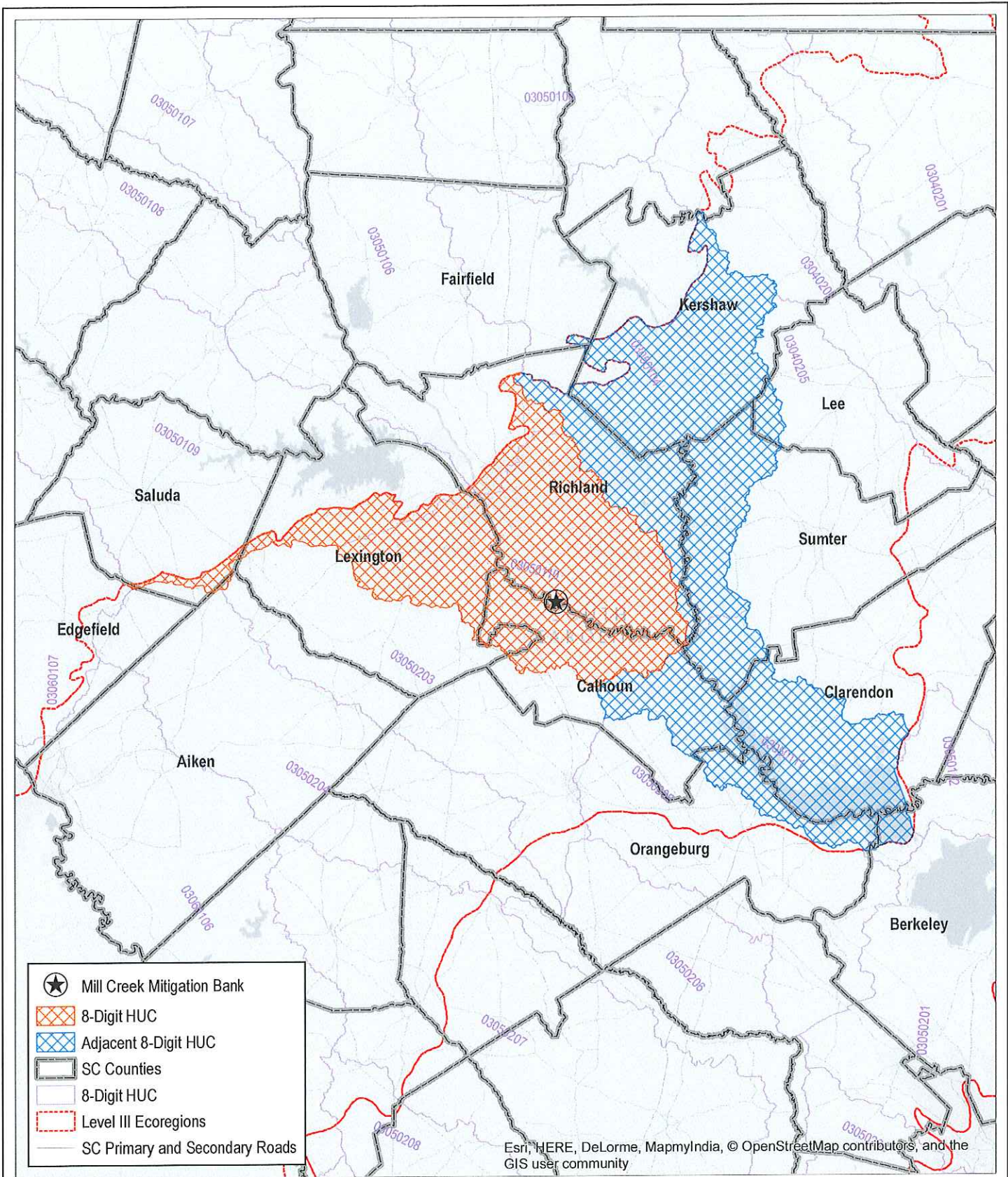


Figure 16: Service Area Map
 Mill Creek Mitigation Bank
 Richland County, South Carolina
 Source: ESRI, USGS, EPA
 Date: July 2016

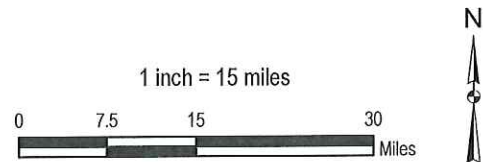


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of _____, 2016, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and _____, a _____ ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2016 (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, _____ and ____/100 Stream Credits and _____ and ____/100 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:

7. Decker Boulevard Neighborhood Improvement Project: Executive Summary

Discussion Point:

Included in your agenda you will find an executive summary for the Decker Boulevard/Woodfield Park Neighborhood Improvement Project. This project is one of several Neighborhood Improvement Projects included in the Transportation Program. The total budget for this project is \$12.3 million, and due to its size the program produces a preliminary concept report to support a public input meeting which then leads to an executive summary report with recommendations for design of the project. The public meeting was held February 9, 2017, and based on public comment the executive summary recommends:

1. Decker Blvd Streetscape from Trenholm Rd to Brookfield Rd

The streetscape includes non-continuous planted medians, street trees, lighting*, sidewalk improvements with ADA accommodations, undergrounding of communication lines and taller power lines on one side of the roadway.

2. Decker Blvd Streetscape from Brookfield Rd to Percival Rd

The streetscape includes street trees, lighting* and sidewalk improvements with ADA accommodations. This section does not include undergrounding of utilities or planted medians.

3. Intersection Improvements at Decker Blvd and Trenholm Rd, O'Neil Ct, Brookfield Rd, Faraway Dr, and Percival Rd

The intersection improvements include adding mast arms at the Decker/Trenholm intersection, signal timing and pedestrian improvements such as pedestrian control system, ADA accommodations and high visibility cross walks.

4. Sidewalk improvements along Brookfield Rd

The sidewalk improvements include widening the existing sidewalk on the south side from Decker Blvd to Richland Northeast High School and adding a new sidewalk along the north side of Brookfield Road from Decker Blvd to Richland Northeast High School. The improvements also include adding lighting*.

5. Pedestrian Connector from Chatsworth Rd to Brookfield Rd



The pedestrian connector includes a shared-use path from the dead end of Chatsworth Rd to Brookfield Rd to tie to the proposed Brookfield Rd sidewalk.

6. Sidewalk Improvements along Faraway Dr

The sidewalk improvement includes providing a continuous sidewalk on the north side of Faraway Dr from Decker Blvd to Larchmont Dr.

Recommendation:

Staff recommends approval of this executive summary, and for it to be routed to full Council for consideration.



TRANSPORTATION PROGRAM

EXECUTIVE SUMMARY

Date: 6/1/17

To: Rob Perry, PE
Director of Transportation

From: David Beaty, PE
Program Manager

**RE: Decker Boulevard/Woodfield Park Neighborhood Improvement Project –
Public Meeting Summary with Recommendations**

The Decker Boulevard/Woodfield Park Neighborhood Improvement Project (Decker/Woodfield NIP) is one of seven Neighborhood Improvement Projects included in the 2012 Referendum. The total budgeted amount was \$12.3 million. The Richland County Transportation Program has conducted one public meeting for the Decker/Woodfield NIP as well as completed conceptual studies. The program has also met with the South Carolina Department of Transportation (SCDOT) and Richland School District 2. This Executive Summary will provide an overview of the public meeting and offer recommendations to advance the project.

February 9, 2017 Public Meeting

The Richland County Transportation Program held a public meeting for the Decker/Woodfield NIP on Thursday, February 9, 2017 from 5:00 to 7:00 p.m. at the Decker Center, located at 2500 Decker Boulevard. The meeting was conducted with an informal, open house format with project displays and Richland County Transportation Program representatives on hand to answer questions. Upon entering the meeting, individuals were provided a handout and a comment card. After reviewing the project displays, the attendees were encouraged to provide comments on the project as well as rank various improvements within the neighborhood plan. There were 76 people in attendance for the meeting.

The project displays provided an aerial overview map and typical sections of the proposed improvements for the neighborhood. The proposed improvements included Decker Blvd Streetscape, Brookfield Rd Streetscape, Intersection Improvements, Sidewalk Improvements, Pedestrian Connectors and Bike Routes. The streetscapes included components such as lighting, sidewalks, bike lanes, utility undergrounding, trees and planted medians.

A total of 89 comments were received during the comment period. The following lists the improvements in order of preference with one being the preferred.

1. Decker Blvd Streetscape (Trenholm to Brookfield)
2. Decker Blvd Streetscape (Brookfield to Percival)
3. Intersection Improvements
4. Brookfield Rd Streetscape
5. Sidewalks
6. Pedestrian Connectors
7. Bike Routes

Fourteen comments were received concerning undergrounding of utilities with the comments split equally between undergrounding and not undergrounding. Nine comments were received concerning planted medians. The comments were split approximately equally, four in favor of planted medians and five requesting unplanted medians. Numerous comments were received in opposition to the Carriage House Road Pedestrian Connector. Improving safety near schools was also mentioned several times.

Recommendations

As a result of the comments received from the public meeting, coordination with project stakeholders as well as consideration of safety, project impacts, and available funding, a number of recommendations are offered.

Based on conceptual cost estimates, the following improvements approximately sum to the project budget and are recommended for further design studies:

1. Decker Blvd Streetscape from Trenholm Rd to Brookfield Rd
The streetscape includes non-continuous planted medians, street trees, lighting*, sidewalk improvements with ADA accommodations, undergrounding of communication lines and taller power lines on one side of the roadway.
2. Decker Blvd Streetscape from Brookfield Rd to Percival Rd
The streetscape includes street trees, lighting* and sidewalk improvements with ADA accommodations. This section does not include undergrounding of utilities or planted medians.
3. Intersection Improvements at Decker Blvd and Trenholm Rd, O'Neil Ct, Brookfield Rd, Faraway Dr, and Percival Rd
The intersection improvements include adding mast arms at the Decker/Trenholm intersection, signal timing and pedestrian improvements such as pedestrian control system, ADA accommodations and high visibility cross walks.
4. Sidewalk improvements along Brookfield Rd
The sidewalk improvements include widening the existing sidewalk on the south side from Decker Blvd to Richland Northeast High School and adding a new sidewalk along the north side of Brookfield Road

from Decker Blvd to Richland Northeast High School. The improvements also include adding lighting*.

5. Pedestrian Connector from Chatsworth Rd to Brookfield Rd

The pedestrian connector includes a shared-use path from the dead end of Chatsworth Rd to Brookfield Rd to tie to the proposed Brookfield Rd sidewalk.

6. Sidewalk Improvements along Faraway Dr

The sidewalk improvement includes providing a continuous sidewalk on the north side of Faraway Dr from Decker Blvd to Larchmont Dr.

*Note: The lighting assumes Richland County will lease lighting from SCE&G. The approximate monthly lease will be \$8,300 per month for lighting along Decker Blvd and Brookfield Rd. SCE&G requires a 15-year Lighting Agreement.

As the design is progressed, the viability of one or more of the recommended improvements listed above may alter and/or the improvement cost may increase or decrease. Therefore, the following studies and improvements are recommended to be progressed into the design phase, resulting in potential changes to the recommendations.

1. Decker Blvd Streetscape from Brookfield Rd to Percival Rd

Further studies are recommended to evaluate the inclusion of undergrounding of communication lines and taller power lines on one side of the roadway.

2. Decker Blvd and Brookfield Rd Lighting

Further studies are recommended to evaluate reducing the lighting monthly lease amount along Decker Blvd and Brookfield Rd.

3. Sidewalk Improvements along Hunt Club Rd

The sidewalk improvement includes adding sidewalk along the south side of Hunt Club Rd from O'Neil Ct to Chatsworth Rd.

4. Pedestrian Connector from Trenholm Rd to Decker Blvd

The pedestrian connector includes a shared-use path from Trenholm Rd to Decker Blvd behind Dent Middle School.



8. Program Interns: Overview

Discussion Point:

Included in your agenda you will find information regarding the intern program included in the Transportation Program. This is supplied for information purposes only.

Internship Overview



April 6, 2017

The PDT has been active in giving students opportunities in the STEM profession. We have made a substantial amount of progress in the 18 months of the internship program's existence. Numerous high schools, organizations and colleges have been visited throughout this time frame, including Lower Richland High School, Ridgeview High School, Dutch Fork High School, Westwood High School, Eau Claire High School, Dreher High School, and the Columbia Chapter of the Urban League. College visits have include: Clemson University, University of South Carolina, Citadel Military College, Claflin University, South Carolina State University, and Benedict College.

To date there have been thirty three interns hired, through the internship program. Twelve students were from the University of South Carolina, nine students from Benedict College, two students from Claflin University and one student from North Carolina A&T University. In regards to high school students, four students were hired from Lexington/Richland 5, three students from Richland County School District One, and two students from Richland County School District Two.

The PDT has made an effort to diversify recruitment and outreach activities. The internship coordinator frequently attends career development sessions, diversity clinics, and career fairs. In addition to these events resume' reviews, mock interviews, and on-site interviews are services that are being offered to institutions in the county and the surrounding Midlands area. PDT staff are participants in engineering week and engineering workshops at, at least one high school in each district, often times visiting a school more than once.

Out of thirty-three hired interns, all of the high school students have successfully graduated or are on track to graduate. Moreover, all of our high school participants who have graduated are now enrolled in an undergraduate program, serving in the military, or in the workforce. Our college participants, have gone on to receive job offers from PDT firms, various state departments, or have decided to continue their education in a masters program. The PDT is committed to the development and growth of students in Richland County, and will continue to follow our current and former students and their success stories.

Diversity in the Richland Penny Internship Program

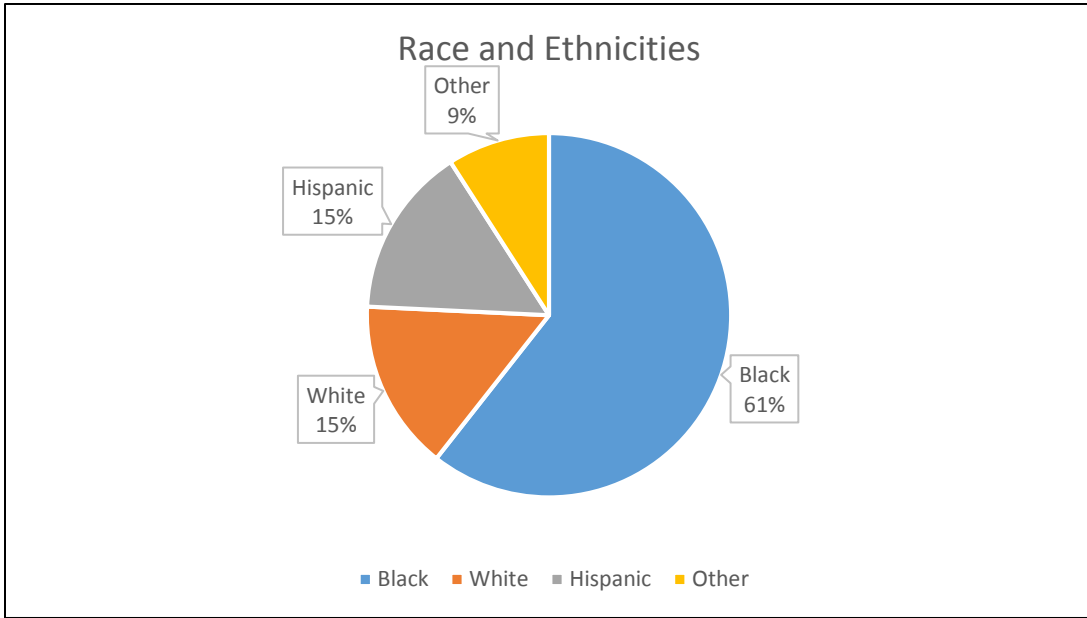


Figure 1. Race and Ethnicities found in the Richland Penny Internship Program

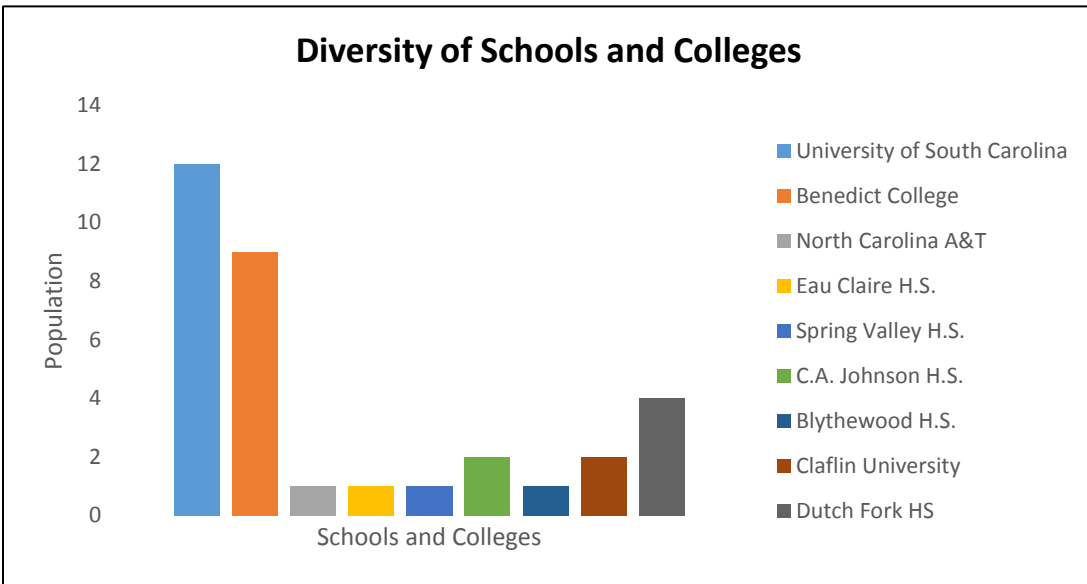


Figure 2. Participants from institutions to date

Table 1. High Schools divided by District and College Institutions

Richland School District 1	Richland School District 2	Lexington Richland School District 5	Colleges
C.A Johnson High School	Blythewood High School	Dutch Fork High School	North Carolina A&T
EAU Claire High School	Spring Valley High School		Benedict College
			University of South Carolina
			Claflin University

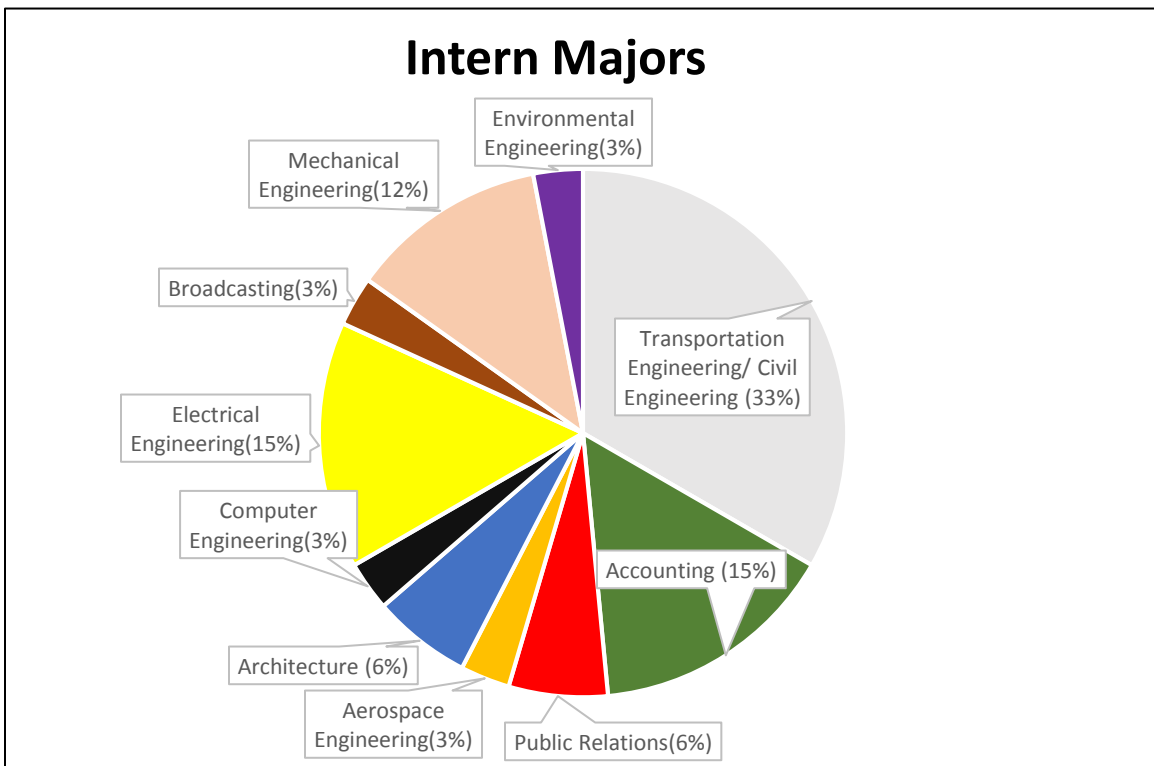


Figure 3. Intern Majors