RICHLAND COUNTY COUNCIL

TRANSPORTATION AD HOC COMMITTEE

November 13, 2017
2:00 PM
4th Floor Conference Room

- 1. Call to Order
- 2. Approval of Minutes (Pages 2-5)
- 3. Adoption of the Agenda
- 4. Atlas Road Widening Project: Right of Way Acquisition^{1,2} (Page 6)
- 5. Broad River Road Widening Service Order Approval¹ (Page 7)
- 6. Three Rivers Greenway: Riverbanks Zoo Agreement¹ (Page 8-22)
- 7. Southeast Richland Neighborhood Project: Design¹ (Page 23-25)
- 8. Hulon Lane Roadway Improvements: Mitigation Credit (Page 26-37)
- 9. Resurfacing Package I (Page 38)
- 10. Program Interns: Overview (Pages 39-42)
- 11. Policy Decision: Ordinance Change/Project Prioritization (Page 43)
- 12. Other Business
- 13. Adjournment



Committee Members

Jim Manning, Chair District Eight

Bill Malinowski District One

Yvonne McBride District Three

Paul Livingston District Four

Norman Jackson District Eleven

¹Items that require Action

²Items with outside legal counsel



Richland County Council

TRANSPORTATION AD HOC COMMITTEE October 2, 2017 – 12:30 PM Legal Conference Room 2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Jim Manning, Chair; Norman Jackson, and Paul Livingston

OTHERS PRESENT: Calvin "Chip" Jackson, Dalhi Myers, Shawn Salley, Tony Edwards, Roger Sears, Michelle Onley, Gerald Seals, Shane Kitchens, and Sandra Yudice

1. CALL TO ORDER – Mr. Manning called the meeting to order at approximately 12:30 p.m.

2. APPROVAL OF MINUTES

- a. <u>September 6, 2017</u> Mr. Livingston moved, seconded by Mr. N. Jackson, to approve the minutes as distributed. The vote in favor was unanimous.
- 3. <u>ADOPTION OF AGENDA</u> Mr. Livingston moved, seconded by Mr. N. Jackson, to adopt the agenda as published. The vote in favor was unanimous.

4. FARROW/PISGAH CHURCH ROAD INTERSECTION PROJECT

a. Proposed Resolution for acquisition of 1.19 acres from South Carolina DDSN – Mr. Manning stated the negotiations have been finalized between Richland County and the South Carolina Department of Disabilities and Special Needs for the purchase of property needed. The purchase requires a resolution by Council with 3 readings and a public hearing. Staff respectfully requests the committee to concur with the proposed resolution.

Mr. Willoughby stated Council had previously approved the acquisition in fee the property necessary to for the road widening and the acquisition of an easement for SCE&G to relocate their facilities that would be interfered with as a result of this plan. The condemnation action was started and there was a challenge by the Department of Disabilities and the Department of Administration. There have been ongoing negotiations and the proposal, subject to Council's approval, is to acquire all of the property (1.19 acres) in fee. The Department of Transportation is in agreement with the acquisition of all of the property. Once the property has been acquired in fee, the County will convey to SCE&G an easement in the property. Once Council has approved the recommendation, the closing will move forward. Subsequently, after the ordinance has passed an easement can be conveyed to SCE&G for the property.

Mr. Livingston moved, seconded by Mr. N. Jackson, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

b. Proposed Ordinance Granting of permanent easement to SCE&G

Mr. Livingston moved, seconded by Mr. N. Jackson, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

5. BLUFF ROAD WIDENING PHASE I: PROPOSED ORDINANCE FOR QUITCLAIM OF PROPERTY – Mr. Manning stated in the survey and design of Bluff Road Phase I project, a discrepancy was discovered between tract 5 and the County-owned right-of-way along Rosewood Drive. The property owner has requested the County quitclaim this property and County staff concurs as it does not have any foreseeable impacts to the County or operations of the roadway, sidewalks or utilities. Staff respectfully requests the committee to concur with the proposed ordinance and forward to Council for consideration.

Mr. Livingston moved, seconded by Mr. N. Jackson, to forward to Council with a recommendation for approval.

Mr. Livingston inquired as to why this was not done earlier.

Mr. Willoughby stated once the condemnation notice was served on the landowner, there appeared to be a discrepancy between the County's surveys and the landowner's survey. There was a meeting held on site with the County's and the landowners surveyors. The landowner has accepted the County's easement right-of-ways, which entails the landowner giving the County more land than the County originally proposed to take. Along Rosewood Drive there was a section of land which the County's survey indicated the County had no ownership interest in. The landowner requested the County convey, by quitclaim deed, the interest in that section of Rosewood Drive.

The vote in favor was unanimous.

6. PROGRAM STATUS UPDATE — Mr. Manning stated the monthly Progress Report is produced each month and provides a status of where the projects in development currently stand. This report is available on the Richland Penny website. In addition, this report will be provided for the Transportation Ad Hoc committee members with each monthly meeting of the ad hoc. Staff is available to answer any questions.

Mr. Manning stated a previous meeting the committee determined they would like to have on the agenda, at least once a month, a Program Status Update.

Mr. Beaty stated he did not bring additional hard copies to the meeting since the August update was provided at September 6th committee meeting and the September update has not been completed. As an overview:

- The following four (4) large projects are close to going to construction; although there are still permitting and right-of-way issues.
 - Clemson Road Widening
 - Atlas Road Widening
 - Southeast Richland Neighborhood
 - Greene Street Phase II
- Clemson/Northsprings Intersection has been completed.
- Bluff Road Widening Phase I has been completed.
- Groundbreaking on N. Main will be October 3rd at 11:00 AM Hyatt Park
- Groundbreaking for Hardscrabble is scheduled for October 11th at Rehoboth Baptist Church
- 110 resurfacing projects (Package H) were completed
- Sidewalk in Rosewood was completed in the last week

Transportation Ad Hoc Committee October 2, 2017 The Dirt Road Program status report was provided to the committee and Council members present.

Mr. C. Jackson stated at a previous meeting there was discussion regarding the right-of-way issues on Atlas Road and inquired about the status of those issues.

Mr. Edwards stated Ms. Myers still had some questions regarding this project.

Ms. Myers stated her issues had to do with the community members who had property condemned. There has been some dispute as to proper notice. She is meeting with the community tonight to ensure everyone is onboard with the project.

Mr. C. Jackson stated the reason he brought up the issues is there is residential development slated to begin in that area in January and did not want it to be delayed. It is his understanding the Atlas Road Widening will also begin in January.

Mr. Beaty stated it will be a little bit later than January when Atlas Road Widening begins. The start will hinge on is getting the railroad permits and finalizing the right-of-way process. The earliest construction can be advertised will be March or April. Construction will begin approximately 2 months after that.

Mr. Manning inquired if Mr. Beaty was providing the requested information for the financial advisors.

Mr. Beaty stated he is delivering a packet later in the day and will be working with Mr. Edwards to nail down any additional information that may be needed.

Mr. Manning stated as Chair of the Transportation Ad Hoc Committee he will be willing to assist in any way needed.

Ms. Myers stated there are not dated provided on the Dirt Road status report that was distributed. She inquired if there are any dates when to expect this work to be done.

Mr. Beaty stated some of the projects have specific dates, but many of them are still in design and do not have assigned dates because they have not been assigned to an On-Call Team.

Ms. Myers stated it would be helpful if the ones that have specific dates were identified.

Mr. Manning inquired if the Dirt Road Ad Hoc Committee took this matter up.

Mr. C. Jackson stated there were 33 projects removed. He requested clarification on what this means, why and how this happens, and if there any funds associated with the removal.

Mr. Beaty stated the projects listed as removed were projects that were identified to go into design and then the right-of-way acquisition and public involvement began. Those roads were then removed due to a lack of support from the residents meeting a greater than 25% threshold. If a road is removed they continue going down the list of dirt road projects.

Mr. Edwards stated there was no dollar figure placed on the road at the time of removal. Some of the roads were removed by Public Works, Consent/Deny process or property owners not wanting their roads paved.

Mr. C. Jackson inquired if the list was published somewhere and now that these roads are not going to be paved has that been communicated, as well.

Mr. Beaty stated all of the dirt roads in the County were identified, ranked and shown by Council District. After the roads were ranked, the design process and packages are done. He stated he will check the website to see if the dirt road list has been updated. If not, he will ensure the list is updated and incorporate the information requested by Ms. Myers.

Mr. C. Jackson wants to ensure the public's perception of the dirt roads not being done is not misconstrued or misinterpreted.

Mr. Edwards stated for clarification, the dirt roads are not removed. When the property owner states they do not want the road paved, the road is moved to the bottom of the list.

The committee members stated a different term needs to be used than "removed" on the list of dirt roads.

Ms. Myers requested being a part of the consent/deny process in her district. She additionally stated people were showing up at the resident's houses without a Richland County shirt, etc. Therefore, the residents did not know who the individuals were and that they were a part of the Transportation Penny Program, so they did not agree to participate.

Mr. Manning requested the dirt road list to be updated as requested and then provided to the Clerk's Office for inclusion in the minutes of the Transportation Ad Hoc Committee meeting.

- 7. <u>OTHER BUSINESS</u> Mr. Manning expressed his concern there is a Dirt Road Ad Hoc Committee and this committee is not meeting to discuss dirt road related matters. The Clerk's Office will ascertain which Council members were assigned to the Dirt Road Ad Hoc Committee.
- 11. **ADJOURNMENT** The meeting adjourned at approximately at 1:02 p.m.

November 13, 2017

4. Atlas Road Widening Project: Right of Way Acquisition

Discussion Point:

Right of way acquisition for this project is nearing completion. Of the 147 tracts, there are 30 tracts recommended for acquisition under Council authority (16 tracts have already been approved by Council -9/12/17). Right of way agents have been unsuccessful in concluding negotiations with these tracts. A breakdown of these tracts is as follows:

2 Parcels – Unable to clear title (estates, federal/state tax liens, judgements, etc.)

12 Parcels - Unable to reach agreement

14 Parcels

Recommendation:

Staff respectfully requests the Committee to concur with acquiring right of way under Council authority and to forward to full Council for consideration.

November 13, 2017

5. Broad River Road Widening Service Order Approval

Discussion Point:

Service Order is for the engineering design and plan development for the proposed widening of Broad River Road (US 176) in the town of Irmo, SC. The project consists of widening Broad River Road to a 5-lane section between Royal Tower Road (S-1862) and Dutch Fork Road (US 76), for a length of approximately 2.5 miles.

This service order includes all necessary engineering services to develop the roadway plans and documents for both right-of-way plans and construction plans.

Recommendation:

Staff respectfully requests that the Service Order be accepted and forwarded to County Council for approval and execution.



November 13, 2017

6. Three Rivers Greenway: Riverbanks Zoo Agreement

Discussion Point:

This project is currently in construction. The City of Columbia proposed a new location for the Fire Rescue and Park Ranger building, prompting the zoo to request a license agreement to provide a set of final plans to the zoo that show all elements that are to be constructed within the boundaries of the zoo property. In addition, the agreement addresses the construction schedule, coordination meetings, work areas and associated tracts of land. Furthermore, it outlines the construction traffic access points along the greenway and the location of the Fire Rescue building and the Park Ranger building since they will be operating as two separate facilities. The Fire Rescue Building will be located within zoo property and the Ranger Station will be located near the greenway's parking lot.

Recommendation:

Staff respectfully requests that the agreement be accepted and forwarded to County Council for approval and execution.

Prepared by and after recording return to:

M. Kevin Garrison, Esq. Sowell Gray Robinson Stepp & Laffitte, LLC Post Office Box 11449 Columbia, South Carolina 29211

STATE OF SOUTH CAROLINA)	LICENSE AGREEMENT
COUNTY OF RICHLAND)	

THIS LICENSE AGREEMENT (the "<u>Agreement</u>") is made effective as of the ____ day of NOVEMBER, 2017, by and between RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT, a political subdivision of the State of South Carolina, acting by and through the RIVERBANKS PARKS COMMISSION, with its principal place of business at 500 Wildlife Parkway Road, Columbia, South Carolina 29202-1060 (the "<u>Licensor</u>") and RICHLAND COUNTY, a political subdivision of the State of South Carolina, with its principal place of business at 2020 Hampton Street, Columbia, South Carolina 29204 (the "<u>Licensee</u>").

RECITALS

WHEREAS, Licensor is the owner and lessee of certain tracts or parcels of land situate in the County of Richland, State of South Carolina, having Richland County TMS No(s). 07215-02-09, 07215-02-11 and 07215-02-10 (hereinafter referred to as the "<u>Licensor Tracts</u>") and as more fully described on <u>Exhibit A</u> attached hereto and made a part hereof; and

WHEREAS, Licensee has agreed to pay for and construct for the benefit of the citizens of Richland County, South Carolina, a series of concrete pathways and/or boardwalks, approximately eight (8') feet in width, to be located between the Licensor's existing security fence on the Licensor Tracts and the Saluda River for the walkway portion of the Three Rivers Greenway (the "Riverwalk Project"); and

WHEREAS, Licensee has requested from Licensor and Licensor is desirous of granting to Licensee a temporary license for limited access, ingress, and egress across a portion of the Licensor Tracts in order to solely construct portions of the Riverwalk Project on the Licensor Tracts within the areas more fully set forth on **Exhibit B** attached hereto and made a part hereof (the "**Work Areas**").

AGREEMENT

NOW, THEREFORE, in consideration of FIVE AND NO/HUNDREDTHS (\$5.00) DOLLARS and other good and valuable consideration together with the agreements set forth herein, the receipt of which is hereby acknowledged, Licensor does hereby grant to Licensee a temporary license for limited access, ingress, and egress across the Licensor Tracts to allow Licensee, or its contractors and subcontractors, to have access to the Licensor Tracts for performing the work required to construct the Riverwalk Project during the normal operating hours of the Licensor's business operations within the boundaries of the Work Areas. The license granted herein is subject to the following additional terms and conditions:

- 1. **Recitals.** The foregoing recitals are incorporated herein by reference.
- 2. <u>Plans and Specifications; Commencement of Construction.</u> Prior to the commencement of any construction on the Licensor Tracts scheduled on or before November 1, 2017 (the "Commencement Date"),

Licensee shall provide Licensor with a copy of all final plans and specifications associated with all of its construction activities affecting the Licensor Tracts and the Work Areas, including but not limited to the final plans and specifications for (a) the sidewalks, fences, boardwalks, paths, walkways, roadways and/or driveways to be constructed and located within the boundaries of the Work Areas (collectively, the "Pathways"), (b) any and all improvements located on the exterior grounds surrounding the Pathways located or to be located within the boundaries of the Work Areas, which may include park benches, picnic tables, maintenance buildings or sheds¹, and other related structures, (c) all exterior lighting, including underground utility lines and poles, located within the boundaries of the Licensor Tracts, and (d) the roof systems, exterior and interior façades, irrigation systems, electrical systems, plumbing systems, heating, ventilation and air conditioning systems for any buildings located or to be located within the Work Areas (collectively, Items "a-d" are referred to as the "Improvements") and constructed either by the Licensee, or the Licensee's agents, contractors, and/or subcontractors (collectively, the "Contractors"). Said final plans and specifications must be reviewed and approved by Licensor and all applicable governmental authorities prior to the Commencement Date of the Improvements by the Contractors. Licensee, and its Contractors. Construction of the Improvements in the Work Areas shall commence within thirty (30) days of Licensor's written approval of all final plans and specifications and Contractors shall complete construction of the Improvements no later than July 24, 2018 (the "Completion Date").

Additionally, Licensee and its Contractors shall meet with Licensor before the Commencement Date to establish and develop a written plan to address all matters relating to the construction work to be performed by the Licensee or its Contractor on the Licensor Tracts, including but not limited to (a) establishing the location of all Staging Areas (as defined herein) on the Licensor Tracts for labor, parking, materials and equipment to be used during the construction period (the proposed Staging Areas are identified on Exhibit C attached hereto and incorporated herein by reference), (b) establishing the days and hours during which the construction of the Improvements can be performed, (c) establishing a safety plan for the Riverwalk Project, and (d) establishing the access, ingress and egress points over and across the Licensor Tracts to be used by the Licensee, Contractors, and their respective employees and agents, to reach the Work Areas in order to construct the Improvements (the proposed access points (the "Access Points") are identified on Exhibit D attached hereto and incorporated herein by reference). Licensee and its Contractors shall deliver to Licensor: (i) a list of all contractors and subcontractors performing any construction work on the Licensor Tracts and the business licenses for all such parties, (ii) copies of all permits required by all federal, state or local laws, rules or regulations of any governmental authority having jurisdiction over the Riverwalk Project, (iii) insurance certificates from each contractor and subcontractor showing fully paid general liability coverage with respect to the construction to be performed, in amounts suitable to Licensor, and naming Licensor as an additional insured, (iv) copies of the latest plans and specification detailing the scope of the Improvements to be constructed, and (v) a survey and/or staking plan showing the exact location of the Improvements to be constructed by the Contractors, as approved by Licensor in its sole and absolute discretion, prior to the commencement of any construction work within the Work Areas.

Construction. With respect to any construction within the Work Areas, Licensee and its Contractors shall have the duty and obligation to perform all construction work in a good and workmanlike fashion, in accordance with the plans and specifications for the Riverwalk Project, and in accordance with all local, county, state and federal laws, rules and regulations. Licensee shall provide Licensor with a construction schedule and sequencing of all work to construct the Improvements. As part of the construction process, Licensee may, upon written approval from the Licensor, remove any shrubbery, landscaping, trees and any other items within the Work Areas, provided that Licensee shall replace all such removed or damaged shrubbery, landscaping, and trees with similar size and species of plantings which meet with Licensor's approval. Licensee shall also restore any damage to the existing improvements, pavement, curbing, and pavement markings on the Licensor Tracts to an equal to or

Licensor and Licensee understand, acknowledge and agree that the Licensee has agreed to construct a separate Park Ranger Building and a separate Fire Department Building (collectively, the "Service Buildings") on the Licensor Tracts. The Service Buildings, and their approximate locations on the Licensor Tracts, are more particularly described on Exhibit E attached hereto and incorporated herein by reference. However, the final location of the Service Buildings will be field located and staked by Licensee's Contractors under the direct supervision of Licensor or Licensor's designated agent, prior to the construction of either of the Service Buildings on the Licensor Tracts.

better than pre-construction condition by the Completion Date. In addition to the above rights, Licensee shall also have a temporary right of ingress, access and egress over the Licensor Tracts for the sole purposes of constructing the Improvements within the Work Areas which shall terminate upon the earlier of the Completion Date or the termination of this Agreement pursuant to Paragraph 9 herein. Licensor and Licensee acknowledge that there may be certain site disruption to the Licensor Tracts during construction. However, Licensee and Contractors shall use their best efforts to keep any such site disruption to the minimum level possible, and agree to schedule all construction work to be performed within the predetermined hours set by Licensor in order to avoid any disruption during the operational hours of Licensor's zoological park and gardens located on the Licensor Tracts (collectively, the "Zoo"), and only after notice to Licensor and its approval of such construction work schedule for the Riverwalk Project. Licensor and Licensee agree to use their best efforts to cooperate with each other during construction of the Improvements. In addition to the work described above and upon termination of this Agreement, Licensee shall return the Work Areas to as close as their original state prior to the execution of this Agreement, which shall specifically include any required re-landscaping of the Work Areas and any part of the Licensor Tracts damaged due to the construction of the Improvements, at Licensee's sole cost and expense.

- 4. <u>Meetings.</u> During the construction of the Improvements, Licensee and Contractors shall provide Licensor with notice of all daily, weekly, and monthly construction meetings to be held by the parties. Such notice shall be provided to the Zoo's Director or Interim Director in writing at least twenty-four (24) hours prior any such meeting and shall provide the time and location of all meetings. Licensor, Licensee, or Contractors may also request and schedule additional meetings as may be needed throughout the term of the construction of the Improvements.
- 5. <u>Cost of Construction; Liens and Encumbrances.</u> All costs and expenses associated with the construction of the Improvements under this Agreement shall be paid by the Licensee including but not limited to all landscaping, paving and construction costs, as well as engineering, design, permitting, labor and material costs for construction of the Improvements within the Work Areas or the Licensor Tracts. Licensee and its Contractors shall not permit any liens to be filed or to remain of record with respect to its construction activities as described above which may possibly encumber the Work Areas or any part of the Licensor Tracts.
- **6.** Right of Relocation. As may be necessary in order to facilitate Licensor's operation of the Zoo during construction of the Improvements, Licensor shall have the right to relocate the areas on the Licensor's Tracts used by Licensee or its Contractors for the storage of materials and marshaling of labor used for the construction of Improvements during the term of this Agreement (the "Staging Areas"). Furthermore, any such relocation of the Staging Areas shall be subject to all terms and conditions of this Agreement, and all relocation costs and expenses relating to the Staging Areas shall be paid by Licensee.
- 7. <u>Indemnity.</u> Licensee agrees that its Contractors, shall indemnify and hold Licensor, and its employees, guests, invitees, members, successors and assigns, harmless of and from any and all claims, liabilities, costs, and damages, including, attorneys' fees, arising directly or indirectly out of the aforesaid construction of the Improvements within the Work Areas and the use of the Licensor Tracts by the Licensor, or its employees, guests, invitees, members, successors and assigns.
- 8. <u>Insurance.</u> Licensee agrees that all Contractors performing work on behalf of the Licensee on the Licensor Tracts shall obtain for the benefit of Licensor and South Carolina Electric and Gas Company ("SCE&G"), public liability insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability Insurance, with a combined personal injury and property damage limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate (or in the maximum amounts allowed under state law), insuring against all liability of the Licensee and the Contractors, and their respective representatives, agents, contractors, employees, invitees, or guests, arising out of and in connection with the Licensee's and Contractors' use and/or occupancy of the Licensor Tracts during the construction of the Improvements (collectively the "Insurance Policies"). The Insurance Policies shall name Riverbanks and SCE&G as additional insureds, and each policy shall provide that it will not be canceled for any reason unless and until Licensor and SCE&G are given thirty (30) days prior, written notice of the pending cancellation by the insurance company.

All insurance required under this Agreement shall be issued by insurance companies licensed to do business in the State of South Carolina. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies.

The Contractors' insurance companies shall provide Licensor and SCE&G with a certificate of insurance indicating the terms and conditions of the Insurance Policies. Copies of the Insurance Policies shall be provided to Licensor prior to commencement of any construction activities on the Licensor Tracts and Licensee's or the Contractors' use of the Work Areas. Such insurance policies will remain in place, at the expense of Licensee or its Contractors until the statute of limitations has run on any period of time for which liability could attach for the construction of the Improvements.

- **Germination of License.** The Licensor shall have the sole and exclusive right to terminate this Agreement at any time upon providing Licensee and Contractors with thirty (30) days written notice of such termination. Additionally, this Agreement shall become null and void upon the Completion Date at which time all materials and equipment owned or used by Licensee and Contractors shall be removed from the Licensor Tracts. The parties agree to execute and file a termination document with the Office of the Register of Deeds for Richland County, South Carolina ("ROD"), upon the earlier of either termination of this Agreement or the Completion Date ("Termination Agreement"). However, in the event Licensee is unable or unwilling to sign the Termination Agreement, Licensee expressly grants Licensor the right to file a termination notice on its own in the ROD to document the termination of this Agreement.
- 10. Exclusive Benefit, No Assignability. This Agreement shall be binding upon and inure to the exclusive benefit of Licensor, Licensee and Licensee's Contractors only. Licensee shall neither assign nor convey any of its rights under this Agreement to any third party except upon the receipt of the express written consent of the Licensor.
- 11. <u>Attorneys' Fees and Costs.</u> In the event legal action is instituted by either party to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and costs to be determined by the Court in which the action is brought.
- 12. <u>Default.</u> If either party defaults under this Agreement for any reason other than the other party's default or the termination of this Agreement as expressly provided for herein, the non-defaulting party shall have the option of suing for actual damages, specific performance, or rescinding this Agreement, provided neither party shall have any liability for respective economic damages, including, but not limited to, loss of profits which may have been incurred by the non-defaulting party. If the non-defaulting party rescinds this Agreement, it shall be reimbursed by the defaulting party for actual out-of-pocket expenses which were incurred in connection with this Agreement, and the payment of said amount shall operate to terminate this Agreement and release the defaulting party for any and all liability hereunder, except for those items set forth herein which expressly survive termination of this Agreement.
 - **Recording.** This Agreement will be recorded in the ROD upon execution by the parties.
- 14. <u>Choice of Law; Venue.</u> The laws of the State of South Carolina shall govern the validity, enforcement and interpretation of this Agreement. Venue for any legal action in connection herewith shall lie only in the county in which the Licensor Tracts are located.
- 15. Notices. Whenever notices shall or may be given to any of the parties by the other, each such notice shall be in writing and be either (a) hand-delivered or (b) sent by overnight courier delivery or by certified mail, adequate and proper postage prepaid and affixed, addressed to the party at each address set forth hereinabove (unless changed in the manner hereinafter set forth) and deposited in the United States Mail. The foregoing addresses may be changed by notice given in the above-listed manner. Any such notice shall be deemed to have been given at the time of hand delivery or delivery to Federal Express, UPS or other national delivery service for

overnight delivery or at the time it was placed in the United States Mail with proper postage affixed, as the case may be.

16. Entire Agreement: Amendment. This Agreement is the entire agreement and understanding of the parties with respect to the matters contemplated herein. All prior agreements, representations or understandings, whether written or oral, shall be merged herein and shall not be construed to change, amend, alter, repeal or invalidate this Agreement. This Agreement may be amended only by a written instrument executed by the parties.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK WITH SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the Licensor has executed this Agreement to be effective as of the day and year first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	<u>LICENSOR</u> :
	RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT, a political subdivision of the State of South Carolina, acting by and through the RIVERBANKS PARKS COMMISSION
First Witness	By:(SEAL) Print Name: Its:
Second Witness	
STATE OF SOUTH CAROLINA) COUNTY OF RICHLAND)	ACKNOWLEDGMENT
RICHLAND-LEXINGTON RIVERBANK Carolina, acting by and through the RIVER its, who acknowle	S PARKS DISTRICT a political subdivision of the State of South BANKS PARKS COMMISSION, by
	(Signature of Notary Public) Name: Notary Public for the State of South Carolina My Commission Expires:

IN WITNESS WHEREOF, the Licensee has executed this Agreement to be effective as of the day and year first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	LICENSEE: RICHLAND COUNTY, a political subdivision of the State of South Carolina	
First Witness	By:(SEAL) Print Name: Its:	
Second Witness		
STATE OF SOUTH CAROLINA) COUNTY OF RICHLAND)	ACKNOWLEDGMENT	
RICHLAND COUNTY, by that he or she executed the foregoing Agreemen	2, 2017, before me personally came the within-named Licensee, its, who acknowledged to ment; and who is personally known to me, or who was proved to me on who executed the foregoing instrument on behalf of the Licensee.	
	(Signature of Notary Public) Name: Notary Public for the State of South Carolina My Commission expires:	
	[AFFIX NOTARY SEAL OR STAMP BELOW]	

Exhibit A

Licensor Tracts

TRACT 1:

All that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being in the City of Columbia, in the County of Richland, in the State of South Carolina, containing **16.31 ACRES**, more or less, as shown and designated on a plat prepared for South Carolina Electric & Gas Co. entitled "Property Conveyed to Greater Columbia Zoological Society" dated May ___, 1967 and recorded in the Office of the Register of Deeds for Richland County, SC, in Plat Book "X" at page 943; and having the boundaries and measurements as shown on said plat; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

This being the same property conveyed to Richland-Lexington Riverbanks Parks District also known as Riverbanks Park Commission, by deed of South Carolina Electric & Gas Company, dated September 24, 1969, and recorded September 30, 1969 in the Office of the Register of Deeds for Richland County, SC, in Deed Book D-155 at page 117.

Richland County TMS No. 07215-02-09

AND, ALSO

TRACT 2:

All that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being on the north side of the Saluda River, in the City of Columbia, in the County of Richland, in the State of South Carolina, designated as **PARCEL A**, containing **55.0 ACRES**, more or less, as shown and designated on a drawing prepared for South Carolina Electric & Gas Co. entitled "Riverbanks Park Property" dated February 24, 1969; and having the boundaries and measurements as shown on said plat; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

This being the same property leased to Richland-Lexington Riverbanks Parks District also known as Riverbanks Park Commission, by South Carolina Electric & Gas Company, as set forth in a Lease, dated February 24, 1971, and recorded March 1, 1971, in the Office of the Register of Deeds for Richland County, SC, in Deed Book D-200 at page 684.

Richland County TMS No. 07215-02-11

AND, ALSO

TRACT 3:

All that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being in the City of Columbia, in the County of Richland, in the State of South Carolina, containing **10.91 ACRES**, as shown and designated on a Boundary Survey prepared for South Carolina Electric & Gas Co., by Whitworth & Associates, Inc., dated February 27, 2007, and having the following metes and bounds, to wit:

Beginning at an iron pin located at the northeastern corner of land owned by South Carolina Electric & Gas Co. (Richland County TMS No. 07215-02-09) (the "Point of Beginning"); thence turning and running along the CSX Railroad 50' R/W S89°55'12"E for a distance of 1128.24 feet to an iron pin along a curve concave to the south having a radius of 2,252.88 feet; thence southeasterly 742.05 feet along the arc of said curve with a chord bearing of

Exhibit A (continued)

S80°40'22"E, through a central angle of 18°29'40" to an iron pin; thence turning and running S71°38'03"E for a distance of 395.79 feet to an iron pin; thence turning and running N87°33'17"W along the banks of the Saluda River for a distance of 101.35 feet to an iron pin; thence turning and running N81°29'15"W for a distance of 224.49 feet to an iron pin; thence turning and running S88°47'35"W for a distance of 54.22 feet to an iron pin; thence turning and running S60°06'43"W for a distance of 89.45 feet to an iron pin; thence turning and running S80°54'48"W for a distance of 288.05 feet to an iron pin; thence turning and running from the banks of the Saluda River along property of Richland-Lexington Riverbanks Parks District N86°59'58"W for a distance of 608.59 feet to an iron pin; thence continuing N86°59'58"W for a distance of 838.00 feet to an iron pin; thence turning and running N03°00'02"E for a distance of 25.00 feet to the Point of Beginning.

This being the same property leased to Richland-Lexington Riverbanks Parks District also known as Riverbanks Park Commission, as set forth in a Lease Modification Agreement, dated October 5, 2009, and recorded October 7, 2009 in the Office of the Register of Deeds for Richland County, SC, in Record Book 1560 at page 3682.

Richland County TMS No. 07215-02-10

EXHIBIT B

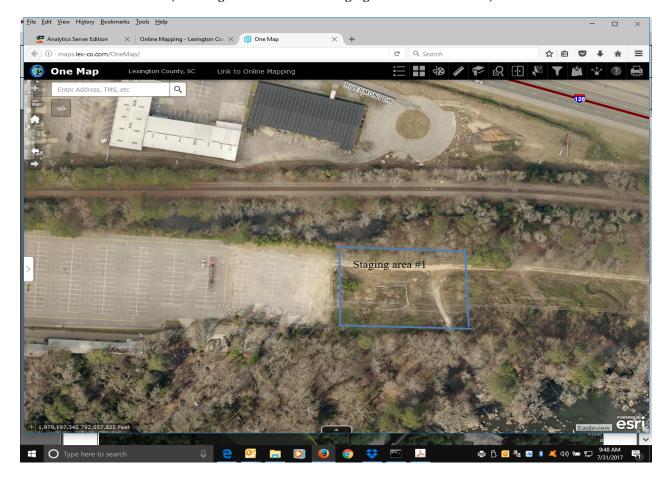
Work Areas

(Drawing of Work Areas to be attached)

EXHIBIT C

Staging Areas

(Drawing of location of the Staging Areas to be attached)



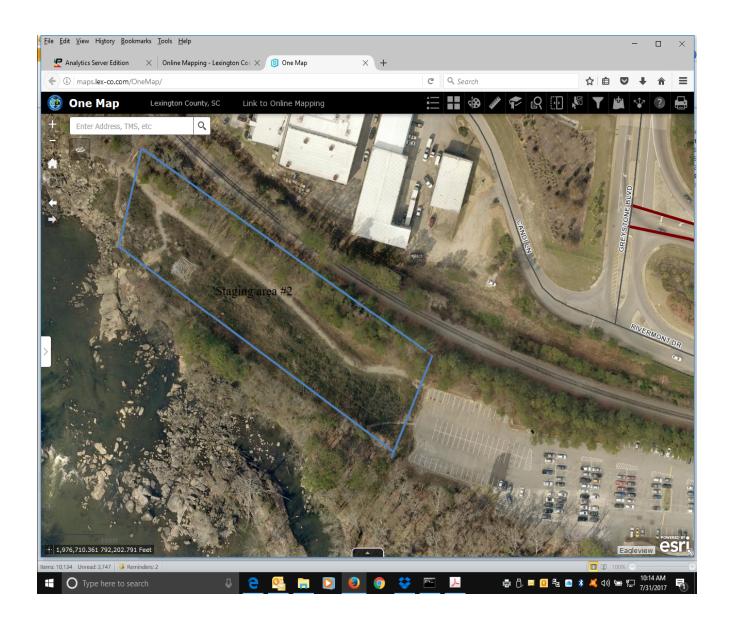


EXHIBIT D

Access Points

(Drawing of location of the Access Points to be attached)

EXHIBIT E

Service Buildings

(Drawings showing a description and approximate location of the Service Buildings to be attached)



7. Southeast Richland Neighborhood Project: Design

Discussion Point:

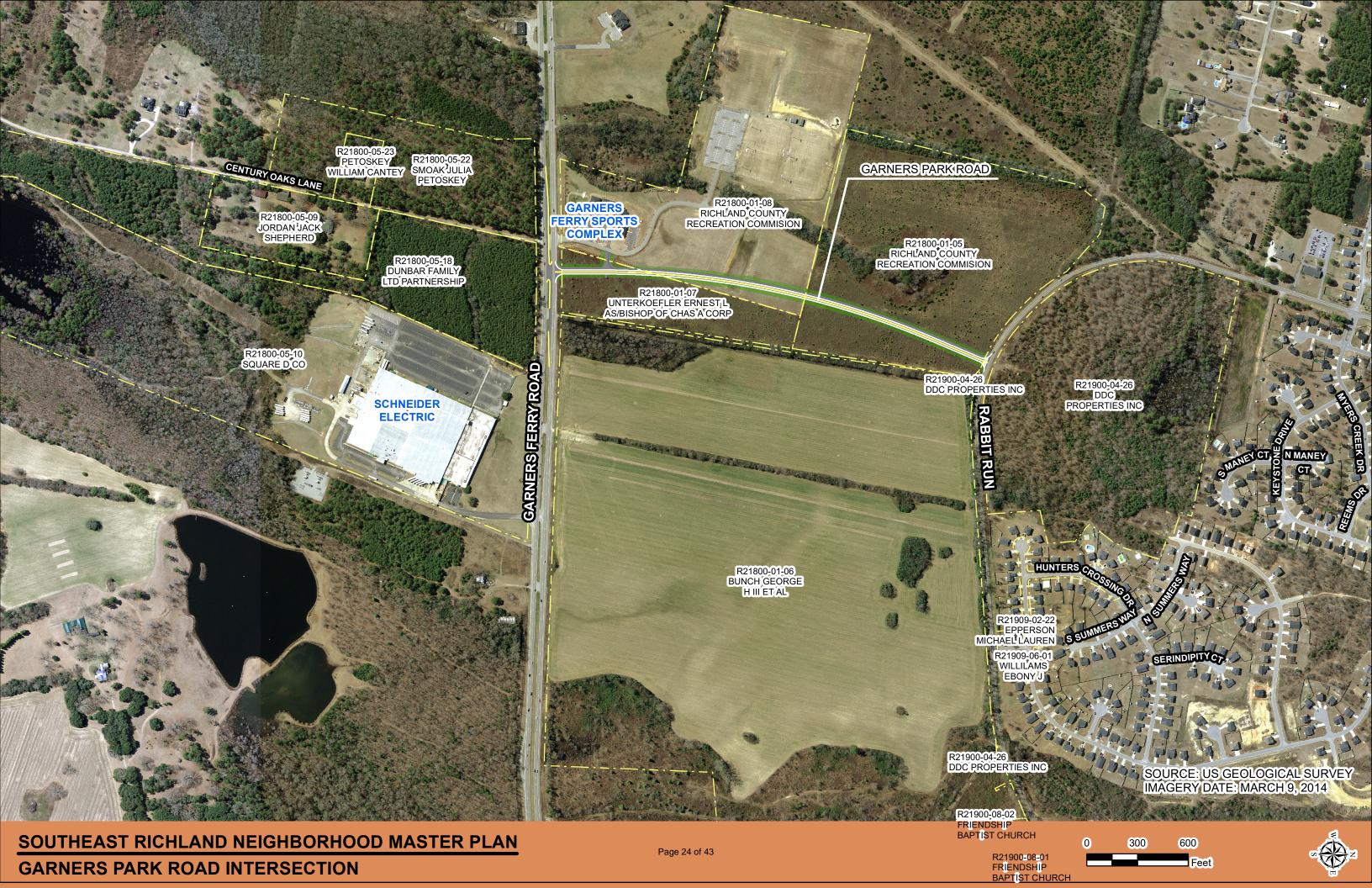
During the development of the Southeast Richland Neighborhood (SERN) Project, it was determined that there was a need to provide a connection from Rabbit Run Road to Garners Ferry Road (US 378) while also providing access to the Garners Ferry Sports Complex. The alignment was based on the master plan adopted by the County as well as two public meetings where it was presented for public comment. As a result, an alignment was developed for the Rabbit Run Connector to locate the roadway as close to the complex as possible while also meeting the SCDOT requirements for the intersection at US Route 378. The original proposed intersection was located directly across from Century Oaks Lane; however, due to objections by several residents along this road and minimal sight distance, it was decided to relocate the intersection approximately 200' east. Schneider Electric approached the County requesting an additional access to their property via this new intersection where they would agree to pay for their driveway and agree to maintain it as well. County Legal Office drafted an Agreement while PDT began R/W acquisition with Schneider and the adjoining property owners.

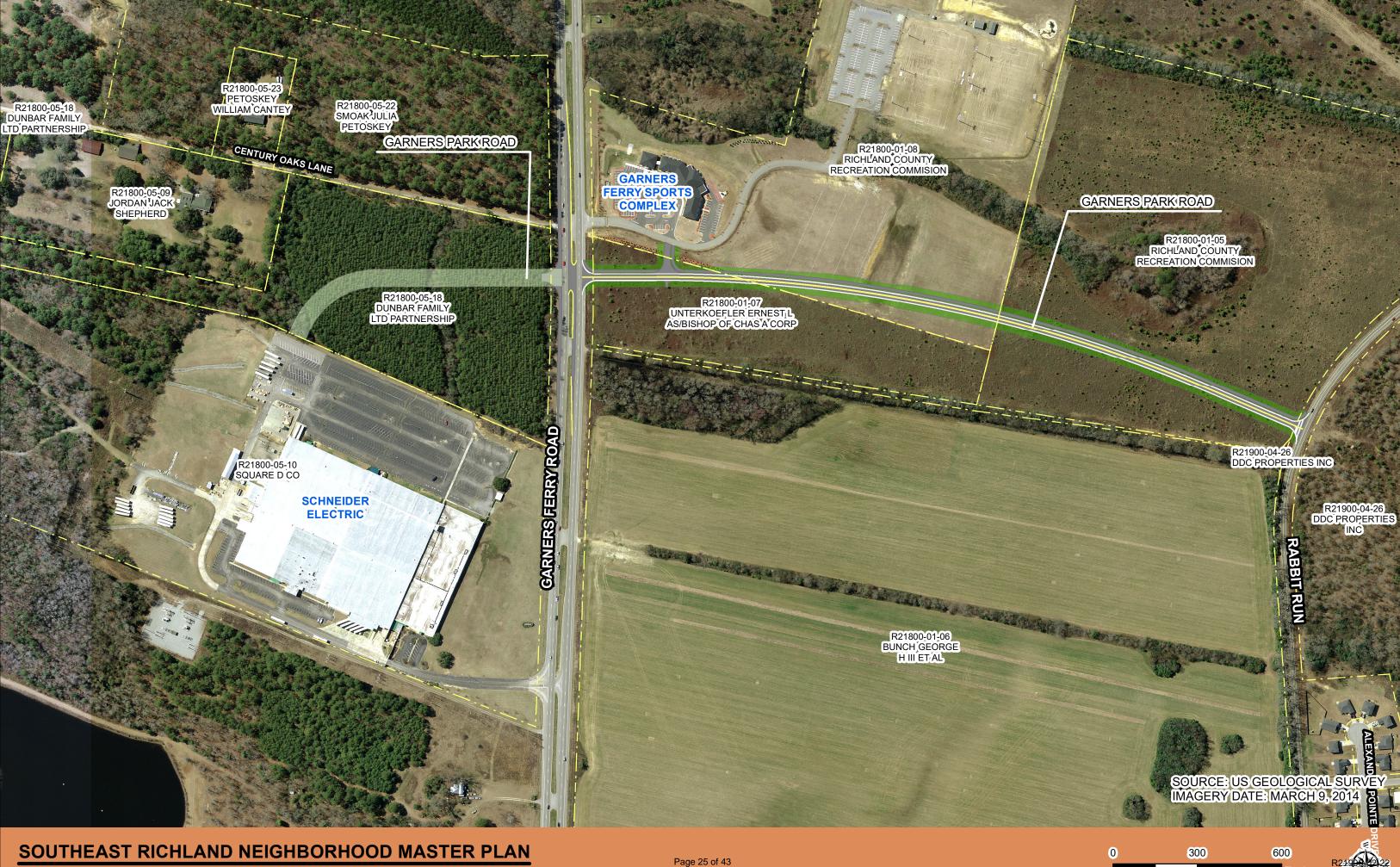
Recently while reviewing the final construction plans, SCDOT questioned the need for the proposed signal at the Garners Park Road and Garners Ferry Road (US 378) intersection. SCDOT indicated that the installation of a signal at a new location intersection did not meet traffic signal warrants; therefore, they advised the County that the signal would not be approved. In addition, County DPW has indicated that they do not want to maintain this new roadway.

Therefore, in an effort to minimize the Penny Program budget, we are recommending that the proposed Century Oaks Lane/Schneider Access connector be removed from the project. The previously proposed signalized, four-legged intersection would now be proposed to be constructed as a "T" intersection with stop sign control on the Garners Park Road intersection. The cost savings would include removing the Century Oaks Lane/Schneider Access connector, subsequent maintenance of the roadway, right of way costs, and signal installation/maintenance totaling approximately \$500,000.

Recommendation:

Staff respectfully requests that Committee recommend removing the proposed signalized Century Oaks Lane/Schneider Access connector from the project and replace it with a "T" intersection with stop sign control on the Garners Park Road intersection.







November 13, 2017

8. Hulon Lane Roadway Improvements: Mitigation Credit Request

Discussion Point:

Included in your agenda you will a request 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.

Project Name

Richland County Share

Hulon Lane Roadway Improvements

\$113,050

Recommendation:

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

MITIGATION CREDIT SALES AGREEMENT SUMMARY

Project:	Hulon Lane Roadway Improvements
Buyer:	Lexington Medical Center
Buyer's USACE 404 Permit #	SAC-2015-0686
Price Per Wetland Credit:	\$20,000
Price Per Stream Credit:	\$200
Wetland Credits:	2.40 (1.20 restoration/enhancement; 1.20 preservation)
Stream Credits:	325.25 (162.625 restoration/enhancement credits; 162.625 preservation credits)
Credit Gross Proceeds:	\$113,050.00
Richland County Share:	\$104,006.00 (92% of \$113,050.00)
MCMH Share:	\$9,044.00 (8% of \$113,050.00)

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 Lexington County Health Services District, Inc., d/b/a Lexington Medical Center a nonprofit corporation organized under the laws of South Carolina ("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 "Hulon Lane Roadway Improvements" pursuant to USACE Charleston District permit SAC-2015-0686;
- 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) ONE HUNDRED AND SIXTY-TWO and 625/1000 (162.625) stream restoration/enhancement mitigation credits and ONE HUNDRED AND SIXTY-TWO and 625/1000 (162.625) stream preservation mitigation credits (the "Stream Credits") and (b) ONE and 215/1000 (1.213) wetland restoration/enhancement credits and ONE and 215/1000 (1.212) wetland preservation 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 fourteen (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 SIXTY-FIVE THOUSAND FIFTY and 00/100 Dollars (\$65,050.00); and (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 FORTY-EIGHT AND SIX HUNDRED and 00/100 (\$48,500.00), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED FIFTY and 00/100 Dollars (\$113,550.00) (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

3

With a copy to:

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

Purchaser:

Lexington Medical Center ATTN: President/CEO 2720 Sunset Boulevard West Columbia, SC 29169

With a copy to:

Lexington Medical Center ATTN: Legal Department 2720 Sunset Boulevard West Columbia, SC 29169

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 Lexington 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. 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.

- (e) 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.
- (f) 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.
- (g) Federal and State Program Eligibility. Both parties represent and warrant that they are not excluded from participation, and are not otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program.
- (h) No Partnership or Agency. Nothing herein shall create nor be deemed to create, a partnership or an agency relationship between the parties and neither party is authorized to act on behalf of the other unless the other has agreed in advance in writing.
- (i) Each Party agrees to and does hereby assume sole responsibility for its own acts and omissions with respect to third parties which give rise to any claim arising out of this Agreement, provided, however that LMC's responsibility or liability for any damages arising out of its acts or omissions are expressly subject to the limitations set forth in Section 15-78-10 et seq. of the South Carolina Code of Laws.
- (j) This indemnity shall include, without limitation, costs, expenses, and attorney's fees occasioned by said loss, damage, liabilities, claims, demands, or suits as well as the full amount of any judgment rendered or compromise settlement made, plus court costs and interest.
- (k) Dispute Resolution. Should any dispute between the parties arise under this Agreement, written notice of such dispute shall be delivered from one party to the other and thereafter, the parties, through appropriate representatives, shall attempt to resolve the dispute through negotiations. If any such dispute, claim or controversy cannot be resolved through negotiation within 45 days after the initiation of such negotiation, such dispute, claim or

controversy shall be submitted to non-binding mediation prior to the commencement of any civil action (except that a party may file but not prosecute a complaint in order to preserve the statute of limitations). The parties will cooperate with one another in selecting a neutral mediator and in scheduling the mediation in West Columbia, South Carolina. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. Except to preserve the statute of limitations, none of the parties may commence a civil action with respect to the matters submitted to mediation until 45 days after initiation of the mediation. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this Section may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered. Notwithstanding the foregoing, the parties retain the right to seek injunctive relief to prevent a breach, threatened breach or continuing breach of this Agreement which would cause irreparable injury (e.g. breaches of confidentiality or the like).

- (l) 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.
- (m) 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:	LEXINGTON MEDICAL CENTER By:
	Printed: As Augiburgu Its: prendent 2 (EO)

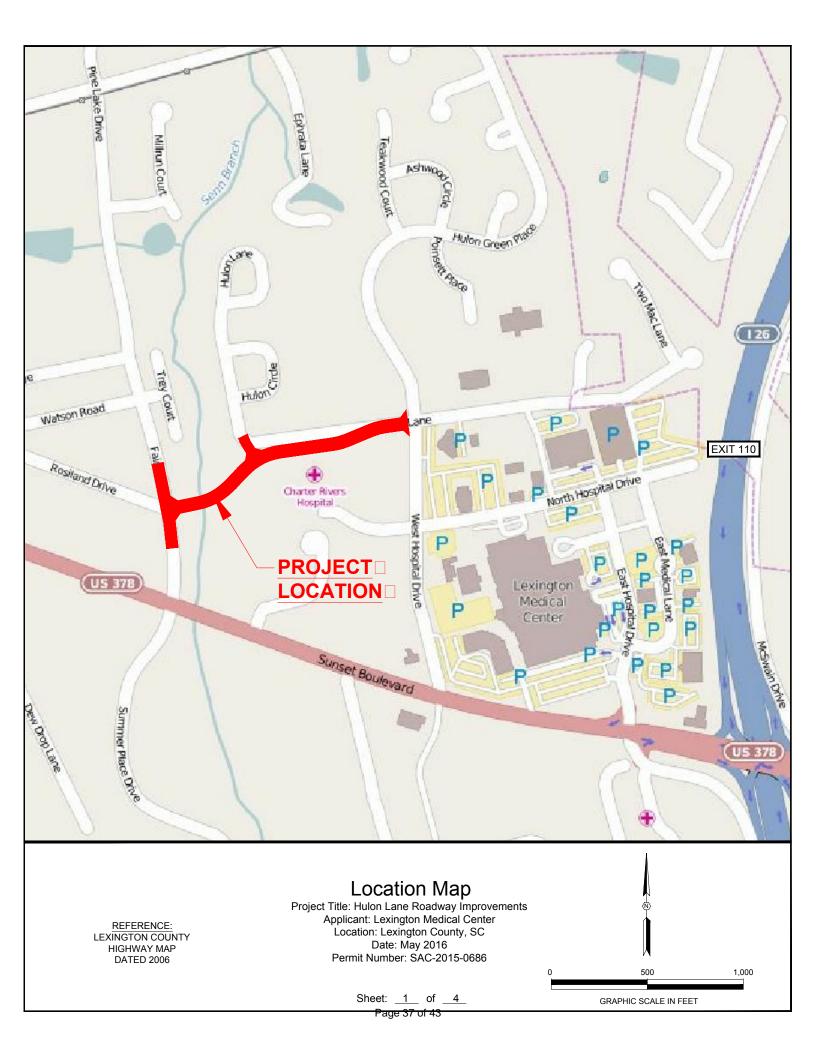
EXHIBIT A

Map of Service Area

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of theday of, 2017, 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
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
Will Clock Willgation Holdings LDC
By:
Printed:
Its:





November 13, 2017

9. Resurfacing Package I

Discussion Point:

The cost of the Resurfacing Package I has exceeded the contractual amount due to unforeseen sub base failures that resulted from improper construction by the developer of the roadways in the "Ballentine Cove Neighborhood." The sub base issues associated with these roads are well beyond what is normally anticipated with resurfacing contracts and were therefore not anticipated. Typically, with resurfacing contracts, the top two inches of asphalt are milled and replaced to preserve the life of the roadway. Once the two inches of surface coarse asphalt was removed with this project, it was discovered that the roads had not been initially constructed to the standards typically associated with other neighborhood roads throughout county. Many soft and uncompacted areas were exposed and then inspected for possible solutions to properly address the sub base. Once these areas were initially encountered, it was determined that the sub base issues must be corrected at this time so that this is not a future maintenance issue. To leave these areas exposed to the elements would have only caused further deterioration to the roads' sub base and mostly likely increased the construction cost and further inconvenienced the residents of the neighborhood. The original low bid/contract amount was \$758,626.92, plus a 10% contingency amount of \$75,862.69. The total requested amount to correct the issues and cover any related unforeseen issues is \$30,000.

Recommendation:

Staff respectfully requests the Committee to concur with the additional \$30,000 to correct the sub base issues and forward to full Council for consideration.



10. Program Interns: Overview

Discussion Point:

Through the PDT Internship program, Richland County high school and college students are receiving hands-on experience while networking with professionals within several industries including Government, Engineering, Construction, Finance, Public Relations, and Business. Forty-nine (49) internship positions have been awarded to-date. The summer session included eight interns and concluded on August 4, 2017. The fall session began on September 13, 2017 and will conclude on December 1, 2017. We have seven interns this fall from the following schools: Benedict College and University of South Carolina-Columbia. Our host firms this fall are: Davis and Floyd, Campbell Consulting, Holt Consulting, iReality International, and BANCO/Bannister Company.

The PDT internship coordinator will attend engineering and technology career fairs at USC Columbia, The Citadel, Claflin College, and South Carolina State University. This fall, the PDT staff has made presentations or participated in career development activities at: Claflin College, Westwood High School, and The Citadel. With the expansion of recruitment efforts, it has been discovered that smaller institutions are in need of extra support in regard to career development. Resume reviews, mock interviews, and on-site interviews are services that continue to be offered to potential candidates for the Internship Program. Below you will find information regarding our fall interns.



Diana Tobar

School: Benedict College

Major: Business Administration – Marketing

Host: iReality International









Christopher "Clayton" Mims
School: University of South Carolina – Columbia
Major: Mechanical Engineering
Host: Holt Consulting Co



Rose Exantus
School: Benedict College
Major: Environmental Health Science
Host: Richland Penny Office



Karla Flores
School: Benedict College
Major: Accounting
Host: Richland Penny Office









Morgan Amedee

School: University of South Carolina – Columbia Major: Mathematics Host: Davis & Floyd Engineering



Maria Tello

School: Benedict College Major: Accounting Host: Richland Penny Office









Verona Gajang
School: Benedict College
Major: Mass Communications
Host: Campbell Consulting and BANCO Bannister
Company



November 13, 2017

11. Policy Decision: Ordinance Change/Project Prioritization

Discussion Point:

This is a discussion item per the October 23rd Council Work Session