



Richland County Transportation Ad Hoc Committee

February 25, 2020 - 1:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Calvin "Chip" Jackson

2. **APPROVAL OF MINUTES** The Honorable Calvin "Chip" Jackson
 - A. Regular Session: December 10, 2019 [**PAGES 1-6**]

3. **ADOPTION OF AGENDA** The Honorable Calvin "Chip" Jackson

4. **ITEMS FOR INFORMATION** The Honorable Calvin "Chip" Jackson
 - A. Gills Creek Maintenance Agreement [**PAGES 7-9**]

5. **ITEMS FOR ACTION** The Honorable Calvin "Chip" Jackson
 - A.SERN Financial Participation Agreement between
SCDOT and Richland County [**PAGES 10-18**]
 - B.Mitigation Bank Credit Sales- City of Sumter, Shot
Pouch Greenway [**PAGES 19-75**]
 - C. Shop Road Extension Phase 1 Road Transfer
[**PAGES 76-96**]
 - D. Department Transfer of Funds between Projects
[**PAGES 97-98**]
 - E. Staff Augmentation Selection Approval
[**PAGES 99-103**]
 - F. North Main CEI Services Contract Approval
[**PAGES 104-106**]

6. **ADJOURNMENT**



Richland County Council
Transportation Ad Hoc Committee
December 10, 2019 – 1:00 PM
Council Chambers
2020 Hampton Street, Columbia 29204

COMMITTEE MEMBERS PRESENT: Calvin “Chip” Jackson, Chair; Jim Manning and Dalhi Myers

OTHERS PRESENT: Allison Terracio, Michelle Onley, Eden Logan, Kimberly Toney, Michael Niermeier, Allison Steele, Quinton Epps, Rasheed Muwwakkil, Cheryl Cook, Jennifer Wladischkin, Leonardo Brown, John Thompson, Mohammed Al-Tofan, Nathaniel Miller and James Hayes

1. **Call to Order** – Mr. Jackson called the meeting to order at approximately 1:00 PM.
2. **Approval of Minutes: October 22, 2019** – Ms. Myers moved, seconded by Mr. Manning, to approve the minutes as distributed.

In Favor: Jackson and Myers

Present but Not Voting: Manning

The vote in favor was unanimous.

3. **Adoption of the Agenda** – Mr. Manning moved, seconded by Ms. Myers to adopt the agenda as published.

In Favor: Jackson and Myers

Present but Not Voting: Manning

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

- a. **Transportation Project Budget Approval** – Mr. Manning stated this information has been before Council for approximately a year; therefore, he moved for approval of staff’s recommendation for Items 4(a) and 4(b). Mr. Jackson seconded the motion.

Ms. Myers stated Mr. Manning is correct the information has been before us, but it was brought before us by a different team of people executing the projects, and structuring the timing. She thinks it is different now that the projects are in-house. It was noted they were recommended to be approved, based upon the PDT schedule, and we are different place now. She requested clarity as to whether the Administrator thinks the schedule is consistent with where the staffing is now, the

prioritization has been handled effectively, and have the issues with the projects that are under contract, but over referendum, been resolved.

Mr. Manning stated his motion was based on the fact the Administrator's staff recommended approval.

Mr. Jackson requested the Administrator to limit his scope to points of clarification between outside and inside recommendations.

Mr. Brown stated, based on Transportation's current review of the projects they had outlined, the budget should be appropriate, as confirmed with staff. As it relates to the projects, and the referendum portion, there is some cause for discussion on Item 4(b). There is money, within the projects, to do these projects. The prioritization is not a discussion that Council has communicated to him.

Ms. Myers made a substitute motion to divide the question. The motion died for lack of a second.

Mr. Brown stated, since the committee is taking both 4(a) and 4(b) together, that Council has technically already approved the sidewalk process. There were two (2) projects: Greene Street Phase II and North Springs/Harrison Intersection that he wanted some communication to the body on.

Ms. Terracio inquired, if these were not to continue, if there would be additional expenses.

Mr. Brown stated his understanding is there would be some additional costs associated with delaying these matters.

Mr. Niermeier stated they do not have a dollar figure, but when you are under contract with a company to do work, they have a schedule built in their mind. They are making decisions based on doing that work, while potentially putting off other work.

Ms. Myers inquired if they are contemplating once these are approved, we will be approving the overages, as well.

Mr. Niermeier inquired as to which projects Ms. Myers was referring.

Ms. Myers stated the projects that are highlighted in the budget document provided.

Mr. Niermeier stated they have been tasked to do a comprehensive review of projects that are over the referendum. Staff did the preliminary review, and this will be brought back to Council at a work session in February. The budget before you was approved by Council, but it will have to be revamped as Council decides how to move forward.

Ms. Myers stated we are being asked to approve a budget, for amounts over the referendum, when Council has specifically said to bring us a proposal that is different than this. Now we are back in the Transportation Ad Hoc Committee preparing to send it back to Council.

Mr. Niermeier stated they are not moving forward with any projects that are currently in design or construction that over the referendum until a decision has been made by this body. This budget was built at the bigger of last year, revised by staff in July, and once again before coming back to committee to ensure they accounted for the dollars being where they needed to be. The fact that

there are some on this budget over referendum does not mean we have to spend those dollars this year. That is just how the budget was built. Now, should a decision be made to move forward with a new scope or design, we can go ahead and do that. If not, it will happen next year, and those dollars can be rolled over into the following year.

Ms. Myers noted the briefing document provided says, "Staff requests approval of individual project funding as presented in the attachments." The attachments are on pp. 16 – 18, and those all contain the overages, which is why she is asking the questions she is asking. Staff is asking for an approval, but then backtracking and saying we may not spend the money. Once they approve it, the marching orders are to go forward.

Mr. Jackson stated he believes the last action by Council was that any items that had not been authorized to move forward, with regards to construction, that were in design and over the referendum, would be placed on hold.

Mr. Brown stated his understanding, at the time when Council was reviewing what steps they would take next, we would do a "medium" pause to review items that were not moving down the line. The two (2) things that came to his attention was Greene Street Phase II and North Springs/Harrison Intersection, which are projects that were potentially planned and people were projected they would happen, and it would raise large concerns, if they did not move forward. As a result of that, he spoke with staff and related that he understood we wanted a comprehensive review of the dollars we need to spend, but we need to make sure we are addressing these two (2) projects. He wanted to give the committee the chance to communicate that they want staff to go forward because we believe these things need to progress to prevent blowback because we put these large projects on hold.

Mr. Jackson stated, for clarification, Greene Street Phase II's contract has been awarded and it is within the referendum amount, which may be why Ms. Myers requested to divide the question.

Ms. Myers stated, with the question conjoined that way, we have all 19 projects, including 8 that are over the referendum, and Greene Street Phase II Project and North Springs/Harrison Intersection mixed in. If we divided the question, to move forward with what was pointed out, would be a better use of taxpayer money.

Mr. Jackson stated the flipside, the point that Mr. Manning made, and he shares 100%, is that we have had these same "projects" over referendum, but funding available, in one way or another, before us for the last year. We keep coming back to pushing it forward. We have held work sessions, discussed them in Council meetings, had recommendations made by the PDT, and now being recommended by internal staff. He is not sure moving it to a later date, to block the entire budget, is beneficial. He thinks if the question is can we approve the budget with the understanding these particular areas, which are over the referendum, will be debated and decided upon in February, he is willing to accept that as a compromise, if Ms. Myers will.

Ms. Myers stated 8 of the projects over the referendum are in the district she represents. She is keenly interested in getting all of the projects done, but she has been begging for a long time to make some hard decisions on this stuff, rather than kicking the can, and she sees this as kicking the can. Eventually, once we have these approvals upon approvals piled up, we get the statement that we approved it 99 times, but the same questions remain. For that reason, it makes her nervous to approve the budget with these itemized projects, well over the referendum amount, knowing we do not have the money because we are taking from other projects. She wants them to go forward. There is a lot of heat on her for them to go forward, but she cannot vote for a budget knowing that it is a

phantom budget.

Mr. Manning stated he would be willing to divide the question, if we take up 4(b) prior to 4(a).

Mr. Manning made a substitute motion, seconded by Ms. Myers, to divide the question and take up Item 4(b) prior to Item 4(a).

In Favor: Jackson, Myers and Manning

The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. Jackson, to approve the items in the budget that cover the projects approved in Item 4(b).

Mr. Jackson stated, for clarification, we want to approve the budget only for the items that were approved to carry forward.

Mr. Manning stated the remaining portion of the budget can go to the work session.

Ms. Myers requested staff to clarify that includes Greene Street Phase II...

Mr. Niermeier stated this budget, which was already approved by Council, in its entirety, is for all the projects listed, which include those that are ongoing, and further designs, once we are able to move forward with all the other projects. If you just approve the budget for these 4 projects, we are going to run out of money. They cannot do what they are doing now, and then ones we have planned in the future (i.e. resurfacing and dirt roads).

Mr. Manning inquired if staff has any ideas or thoughts for us to address the concerns that Ms. Myers has about the projects over the referendum, but allow us to move forward with the motion passed on Item 4(b), and the projects Mr. Niermeier just referenced.

Mr. Niermeier stated one of the compromises could be to continue approve and budget for the projects that are ongoing within the referendum amount. Now, we just approved greenways through the amendment, so we need to move forward with design on that too. Therefore, those funds will need to be made available in this vote. Whether the budget was built by another group, it was modified by this staff, and went forward with the premise that something would happen within this year. Now, if it does not happen, the money does not go away. It is still sitting there. It can get rolled over, and reallocated within the program. The budget, as it stands, was approved by Council. Now, the projects need to be presented, as they are right now. If the desire of Council is to not move forward on any projects over the referendum, which has been stated several times, staff is not going to move forward with those projects, whether it is in the budget or not. At some point and time, when a decision is made, and re-scope things and move forward, the money will be rolled over or reallocated back to those projects, as needed. The simplest thing is to approve it as is. They are not spending that money over referendum projects, until a decision has been made, but it will allow the rest of the projects that are under referendum, in progress, to be designed, right-of-way to be acquired, in the near future, to continue.

Ms. Myers stated to be clear, as one of the people that is constantly on this issue, once 6 people approve it, those are your marching orders. While she disagrees, she wants to be clear that it is not her individual right to stop the staff. If, what you are saying is, you have the requisite approval, even

if she is bellyaching about it from now until next December, she does not have the individual right to stop progress. The reason she raises this is she is unclear that it has been approved in the way it needs to be for us to go forward with these projects that are over the referendum. Her question, on the projects that are over the referendum amount, where we have been going back and forth for approximately 3 years, is staff currently working on plan, to bring back to Council, to get the necessary approval, or does staff believe they have the necessary approval.

Mr. Jackson responded staff does not have approval for the projects that are over the referendum.

Ms. Myers stated she is confused why they are in the budget.

Mr. Jackson stated the projects are mixed in with the funded projects that are under the referendum. In order to approve the budget, and continue to move forward, after we told the Administrator to cease and desist all projects that were not under construction, it involves projects that are under the referendum and over the referendum.

Ms. Myers inquired if the Administrator has instructed his team to only move forward on projects that do not need further refinement.

Mr. Brown stated they are not moving on projects that were not “dirt turning” before the transition. The projects we are discussing, which are projected to be under the referendum, staff communicated could move forward. He instructed them not to move forward because there is a larger question Council is trying to answer. Staff asked, “Are you saying to us, do no work?” “Are you telling us to not come to you with suggestions and use our professional judgement to communicate what we can be doing?” He responded that was not the case, but to bring the conversation to the committee, so we can have clarity between the Administrator and staff, as to how to move forward, instead of waiting until 2020 to start doing something.

Ms. Myers stated the list displayed on pp. 17 – 18 is almost irrelevant. We are not voting for that list.

Mr. Brown stated it is informational for you to understand the context in which we are working under.

Mr. Jackson proposed a friendly amendment to expand it to more than just the projects voted for under Item 4(b), and also include the projects that are not over the referendum.

Ms. Myers made a substitute motion, seconded by Mr. Jackson, to approve all items in staff’s briefing document that are under, or at, the referendum amount.

In Favor: Jackson, Myers and Manning

The vote in favor was unanimous.

- b. **Transportation Projects in Acquisition and Under Contract Approval** – Ms. Myers moved, seconded by Mr. Manning, to approve this item.

In Favor: Jackson, Myers and Manning

The vote in favor was unanimous.

6. **ADJOURN** – The meeting adjourned at approximately 1:28 PM.

**MAINTENANCE AND SECURITY AGREEMENT BETWEEN RICHLAND COUNTY AND THE CITY OF
COLUMBIA FOR GILLS CREEK SECTION A GREENWAY**

THIS AGREEMENT, entered into by and between the City of Columbia ("City"), a political subdivision of the State of South Carolina, and Richland County ("Richland"), a political subdivision of the State of South Carolina, organized and existing under and by virtue of the laws of the State of South Carolina, collectively the "Parties."

WHEREAS, Richland intends to construct the Gills Creek Greenway Section A from the intersection of Fort Jackson Boulevard and Crowson Road to a point south or as far as funds allow for approximately 2 miles in Columbia, South Carolina ("Greenway"); and,

WHEREAS, the Parties desire to enter into this Maintenance and Security Agreement in order to allocate the respective long-term maintenance and security responsibilities for the designated items and areas between Richland and the City as specified in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants provided herein, and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Greenway.

Richland shall have designed and constructed the Greenway. The current proposed Greenway plan, which is subject to change, will adhere to the City of Columbia Engineering Standards for Trail System. Richland will secure and provide compensation for all property rights (i.e. deeds, easements, and rights-of-way) necessary for construction and maintenance of the Greenway. Said property rights will be conveyed to the City at the completion of Greenway construction upon the City's acceptance of the project. Such acceptance shall not be unreasonably withheld. The City will require the project comply with all applicable Codes. Richland will also provide all final as-built plans delineating changes to the project during construction for future use by the City. The Greenway with the following: The parties agree that in no event will the proposed Greenway alignment include any connection to the Hampton Estates neighborhood, nor will the Greenway alignment be located in whole or in part in the Hampton Estates neighborhood, with the entirety of the system germane on the west bank.

2. The City's Responsibilities.

- a. City agrees to operate those portions of the Facilities and Greenway as are in the City limits in a non-discriminatory manner with regards to race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability. The City further agrees to operate and maintain those portions of the Facilities and Greenway in the City limits in a safe and usable manner for their intended purposes throughout the term of this agreement. The City further agrees to provide sufficient and appropriate police patrol of the Greenway as a part of its normal police functions within the City, so long as the Greenway exists and is within the municipal limits of the City.

- b. The City agrees to the following specific maintenance responsibilities for those locations within the City limits for the Greenway throughout the term of the agreement:
 - i. Boardwalks: City will maintain all boardwalks that may be part of the Greenway. This responsibility includes maintaining the appearance and integrity of the boardwalks.
 - ii. Retaining walls: City will maintain all retaining walls that may be part of the Greenway. This responsibility includes maintaining the appearance and integrity of the retaining walls.
 - iii. Concrete sidewalks, curbs and ADA pavers: City will maintain all concrete sidewalks, curbs, ADA pavers and pavement markings along the Greenway. This responsibility includes maintaining the appearance and integrity of these items included in the greenway project scope.
 - iv. Landscaping, fencing and signage: City will maintain the full range of services required for the upkeep of all new plant material, greenscreen fencing and wayfinding signage as detailed and installed in the areas encompassed within the Greenway. For avoidance of doubt, this does not obligate Richland or the City to enter into negotiations for reallocation of this particular maintenance item nor does this obligate the City to accept reallocation of this particular maintenance responsibility.
 - v. Bollards: City will maintain all bollards. This responsibility includes the maintaining the integrity and appearance of the bollards proposed and built for the project.

- vi. Lighting and light fixtures: Richland's contractor to install all lighting, lighting fixtures, and call boxes, and the City shall maintain all lighting, all light fixtures and call boxes after the completion of construction and acceptance of the project.
- vii. Benches and garbage containers: City will maintain all benches, trash and garbage containers and provide regular collection of those. This responsibility includes maintaining the appearance and integrity of the benches and trash containers.
- viii. Crosswalk surface treatment: City will maintain the crosswalk surface treatment. This responsibility will include the appearance and integrity of the crosswalk surface treatment.
- ix. Parking lot: City will maintain the paved or gravel parking lot. This responsibility will include the appearance and integrity of the parking lot.
- x. Public toilet facilities: City will maintain all toilet facilities. This responsibility will include the appearance, servicing and integrity of the public toilets along the Greenway.
- xi. Drinking fountains: City will maintain all drinking fountains. This responsibility will include the appearance, servicing and integrity of the drinking fountains along the Greenway.
- xii. Bike racks: City will maintain all racks. This responsibility will include the appearance, and integrity of the bike racks along the Greenway.
- xiii. Kiosk: City will maintain any kiosks that have been planned and constructed for the project. This responsibility will include the appearance and integrity of such kiosks.

3. Miscellaneous Provisions.

a. The City's obligations shall commence upon completion of the Greenway project and acceptance by the City. It is intended that the Parties to this Agreement recognize and acknowledge that as governmental entities, their authority and capacity to perform the maintenance obligations identified herein is subject to each maintaining the respective legal authority to do so. In addition, the allocation of the maintenance obligations for the items identified will terminate with the end of the useful life of the project or the removal of a particular item being maintained.

b. This Agreement will not create any duty or responsibility to anyone other than the Parties to the Agreement, nor does it create any rights enforceable by anyone other than a party (third party beneficiary) to the Agreement.

c. This Agreement is to be governed, construed and interpreted by the laws of the State of South Carolina. ~~The parties do not waive sovereign immunity except to the extent that litigation may be commenced in the Circuit Court for Richland County, South Carolina as may be necessary.~~ The Parties to the Agreement will agree that litigation will not be commenced until notice is given and the parties have attempted through discussion and mediation to resolve any disputes.

d. The official executing this Agreement on behalf of the City of Columbia will represent and assert actual authority to bind the City to the obligations and commitments made in this Agreement. Similarly, the official executing this Agreement on behalf of Richland County will represent and assert actual authority to bind Richland County to the obligations and commitments made in this Agreement.

e. Waiver: The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.

f. Notice: Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

City of Columbia
 City Manager
 Post Office Box 147
 Columbia, SC 29217

Written notice to the County shall be made by placing such notice in the United States **Mail**, Certified, Return

Receipt Requested, postage prepaid and addressed to:

Richland County Administrator
2020 Hampton Street
PO Box 192
Columbia, SC 29202

Written notice also may be made by personal hand-delivery to the City Manager or the County Administrator.

g. Agreement Interpretation: Ambiguities in the terms of this Agreement, if any, shall not be construed against the City of Columbia nor Richland County.

h. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision determined to be void or unforeseeable, all other provisions shall remain in full force and effect.

~~i. Captions and Headings: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.~~

j. Entire Agreement. This document contains the entire agreement between the parties and no other representations, either written or oral shall have effect. Any modification of this Agreement shall be by a signed writing between the parties.

k. Term. The term of this Agreement is twenty (20) years from the date of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in original, as of the as of the date of the last signature hereinbelow.

WITNESSES:

CITY OF COLUMBIA

By: _____

ITS: City Manager

DATE:

RICHLAND COUNTY

BY: _____

Leonardo Brown
ITS: County Administrator

DATE: _____



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: February 11, 2020 **Meeting Date:** February 25, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:		Assistant County Administrator	John Thompson, Ph. D

Committee

Subject: Financial Participation Agreement between SCDOT and Richland County- Rabbit Run Drainage Improvement

Background Information:

The Southeast Richland Neighborhood (SERN) project is one that originally included installing a shared use path along Rabbit Run S-2089 (an SCDOT road.) There was an existing culvert running under the road that was undersized, which caused regular flooding on the road and in the neighborhood upstream of the pipe. For this reason, this project was expanded to include an upsize in this drainage system.

In July of 2017, the PDT, on behalf of Richland County, submitted a Drainage Participation Request Form for the SERN project to SCDOT. Richland County requested SCDOT participation in making the required drainage improvements to Rabbit Run because the road and existing culvert belonged to SCDOT. By including the culvert upsize in the County’s project, the County addressed an SCDOT drainage issue. Through this agreement, the SCDOT would reimburse Richland County 12% of the incurred project expenses for the drainage improvement up to \$33,049 for FY 2019-2020.

Recommended Action:

Staff recommends accepting the agreement.

Motion Requested:

Move to accept the agreement

Request for Council Reconsideration: No

Fiscal Impact:

The external funding from SCDOT provides up to \$33,049 in funding for the SERN project.

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
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Meeting	N/A
Date	N/A

Discussion:

None

Attachments:

Attachment 1- Drainage Project Participation Request SERN-signed

Drainage Project Participation Request Form

Applicant: Richland County

Project Description: Rabbit Run (S-2089) Drainage Project - Goose Branch Culvert Installation as part of the Southeast Richland Neighborhood (SERN) Improvements Master Plan

Will the project eliminate/reduce flooding on state roads? (circle response)

- Eliminate
- Reduce
- No flooding present

How will this project improve drainage on SCDOT rights-of-way?

Goose Branch currently overtops Rabbit Run during heavy rains due to the low profile of the road and the inadequate capacity of the 18" and 30" cross line pipes compared to the double barrel box culverts downstream under US 378 and the 72" pipe upstream at Quail Creek Drive. Raising the road and installing the proposed arch culverts would allow the 1% annual chance storm (100-Year) to pass through the arch culverts without overtopping the road and would meet Richland County's requirement that the Base Flood Elevations (BFE's) established by the Federal Emergency Management Agency (FEMA) would not be increased.

Number of property owners that will be affected by this project?

R/W acquisition will be necessary from 10 properties. Flooding will be reduced on 17 properties

What storm frequency currently causes flooding to the majority of these owners?

- 2 year
- 10 year
- 25 year
- 50 year

How many years has this drainage problem existed?

- 0 to 5 years
- 6 to 10 years
- 11 to 15 years
- > 15 years

Downstream Impact:

- Significant
- Minor
- No adverse impact

What is SCDOT's contribution to the drainage area? 12%

Other Public Entities Participating in Project: Richland County

Estimated Total Project Cost: \$1,000,000

Amount Requested from SCDOT with Invoice Schedule by Fiscal Year: \$500,000 FY '19 \$500,000 FY '20

Estimated Construction Date: Summer 2018

Estimated Completion Date: Spring 2020

Applicant's Name: Roger Sears

Signature:

Title: Richland County Transportation Program Manager

Date: July 6, 2017



Financial Participation Agreement
Between the
South Carolina Department of Transportation
And the
Richland County
(Rabbit Run Drainage Improvements)

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") and the Richland County (hereinafter referred to as "PARTICIPANT") (collectively referred to as "Parties") for the below described Project:

WITNESSETH THAT:

WHEREAS, PARTICIPANT is undertaking a drainage improvement project (hereinafter "Project"); and

WHEREAS, PARTICIPANT has asked for financial assistance from SCDOT; and

WHEREAS, the Project will benefit SCDOT; and

WHEREAS, SCDOT is agreeable to fund a portion of the Project; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, PARTICIPANT is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out PARTICIPANT'S obligations covered under this Agreement;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, SCDOT and PARTICIPANT do hereby agree as follows:

I. PROJECT DESCRIPTION

PARTICIPANT is undertaking a drainage improvement project in its jurisdiction that will benefit both PARTICIPANT and SCDOT. Additional Project information is included in PARTICIPANT'S Drainage Project Participation Request Form (attached hereto and incorporated herein) submitted to SCDOT under the terms of SCDOT Engineering Directive 48.

II. PROJECT SCOPE

PARTICIPANT is responsible for designing, procuring, and constructing the Project.

PARTICIPANT will submit an encroachment permit application to SCDOT and obtain an Encroachment Permit prior to commencement of any work.

III. FUNDING

PARTICIPANT estimates the total Project cost to be \$1,000,000. It has been determined that SCDOT contributes 12% of the storm water discharge to this drainage issue. Therefore, SCDOT will reimburse the PARTICIPANT 12% of the incurred Project expenses, up to a maximum of \$33,049 in Fiscal Year 2019-2020. If additional funding becomes available in subsequent years, it will be addressed with a Supplement to this Agreement.

SCDOT will make payment to PARTICIPANT for eligible Project costs incurred by PARTICIPANT up to the amount identified above based on valid reimbursement requests or invoices submitted by PARTICIPANT to SCDOT.

All reimbursement requests or invoices must be supported by PARTICIPANT'S financial records. PARTICIPANT will submit reimbursement requests or invoices to SCDOT not more often than monthly.

IV. SCDOT WILL:

- A. Assign an SCDOT employee to serve as liaison and contact between the Parties hereto.
- B. Reimburse PARTICIPANT as indicated in Section III of this Agreement.
- C. To the extent permitted by existing South Carolina law, assume complete responsibility for any loss resulting from bodily injuries (including death) or damages to property arising out of any negligent act or negligent failure to act on SCDOT's part, or the part of any employee of SCDOT in the performance of or participation in the work undertaken under this Agreement.
- D. Accept responsibility for normal maintenance of standard transportation materials, structures, and workmanship within SCDOT rights-of-way according to common local practices.
- E. Review and process encroachment permit application to ensure that the PROJECT will adhere to acceptable SCDOT standards.

V. PARTICIPANT WILL:

- A. Provide or cause to be provided all services for the execution of activities for the planning, development, and delivery of the Project.
- B. Procure all goods and services necessary for the PROJECT in accordance with the South Carolina Consolidated Procurement Code (S.C. Code Section 11-35-10, *et seq.*) and the regulations promulgated pursuant thereto; or PARTICIPANT's own procurement procedures, provided they have been properly adopted and are substantially in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50.
- C. At the completion of the PROJECT, certify that all applicable Procurement Requirements have been met for the PROJECT and provide a list of all consultants, contractors, and vendors used on the PROJECT, and the total dollar value paid to each.
- D. Update SCDOT as necessary with regards to the status of the Project.
- E. Provide SCDOT with copies of all documents produced for Project upon request.
- F. To the extent permitted by existing South Carolina law, assume complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property arising out of any negligent act or negligent failure to act on PARTICIPANT'S part, or the part of any employee or agent of PARTICIPANT in performance of work undertaken under this Agreement.

VI. GENERAL TERMS

- A. CONFORMITY WITH LAWS. The Parties hereto agree to conform to all SCDOT policies; all State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.
- B. AMENDMENTS. PARTICIPANT, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.
- C. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied or withheld.

- D. TERMINATION. This Agreement may be terminated by either Party upon written notice to the other. If this Agreement is terminated, the Parties will be obligated on a *quantum meruit* basis.
- E. DISPUTES. All claims or disputes shall be filed with SCDOT's Resident Maintenance Engineer (RME). The Parties will meet to attempt to resolve any dispute or claim. If unable to resolve the dispute with the RME, the Parties may appeal the claim or dispute to the Deputy Secretary for Engineering (DSE). The DSE's decision in the matter shall be final and conclusive for both Parties.
- F. NOTICES. All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other party, through certified mail, registered mail, personal delivery, or courier delivery. All such notices shall be addressed to the parties as follows:
1. As to SCDOT:
South Carolina Department of Transportation
955 Park Street
Post Office Box 191
Columbia, South Carolina 29202-0191
Attn.: Deputy Secretary for Engineering
 2. As to PARTICIPANT:
Richland County
2009 Hampton Street
Columbia, SC 29204
Attn: Transportation Director
- G. WAIVERS. No waiver of any event of default by SCDOT or PARTICIPANT hereunder shall be implied from any delay or omission by the other Party to take action on account of such event of default, and no express waiver shall affect any event of default other than the event of default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms, or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term, or condition. The consent or approval by a Party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a Party hereunder shall preclude any further exercise thereof of the exercise of any other or different right or remedy.
- H. SUCCESSORS AND ASSIGNS. SCDOT and PARTICIPANT each bind themselves and their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees that no Party

shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

- I. BENEFIT AND RIGHT OF THIRD PARTIES. This Agreement is made and entered into for the sole protection and benefit of SCDOT and PARTICIPANT, their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- J. SAVINGS CLAUSE Invalidation of any one or more of the provisions of this Agreement by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, all of which shall remain, and is intended by the Parties to remain, in full force and effect.
- K. EXECUTION IN COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. AUTHORITY TO EXECUTE By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.
- M. ENTIRE AGREEMENT. This Agreement with any attachments constitutes the entire Agreement between the Parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

FPA-

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Richland County

Witness

By: _____
(Signature)

Title: _____

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

By: _____
Deputy Secretary for Engineering
or Designee

CONCUR:

Deputy Secretary for Finance and Administration

RECOMMENDED BY:

Director of Maintenance

Richland County Attorney's Office

B. J. ... 2/12/20

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

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael Niermeier
Department: Transportation Department
Date Prepared: January 23, 2020 **Meeting Date:** Feb. 25, 2020

Legal Review		Date:	
Budget Review		Date:	
Finance Review		Date:	
Other Review:		Date:	
Approved for Council consideration:	Assistant County Administrator		
Committee	Transportation Ad Hoc Committee		
Subject:	Mitigation Credit Sales		

Recommended Action:

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

Motion Requested:

Approval of the requested mitigation credit sales.

Request for Council Reconsideration: Yes

Fiscal Impact:

This mitigation credit sale will generate \$119,600.00 which will be credited to the Transportation Penny Program.

Motion of Origin:

Staff recommendation.

Council Member	
Meeting	
Date	

Discussion:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the City of Sumter for an Army Corps of Engineers (ACE) 404 Permit for the construction of the Shot Pouch Greenway as described in the attachments. 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 surplus 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: Shot Pouch Greenway

Richland County Share: \$119,600.00

Attachments:

- 1) ACE 404 Permit Application City of Sumter_Shot Pouch Greenway
- 2) Surplus Credit Sale Checklist City of Sumter_Shot Pouch Greenway 12.16.19
- 3) Credit Sales Contract_City Manager Signed_20 Dec 19

Joint Federal and State Application Form For Activities Affecting Waters of the United States Or Critical Areas of the State of South Carolina		This Space for Official Use Only	
		Application No.	
		Date Received	
		Project Manager	
		Watershed #	
<p><i>Authorities:</i> 33 USC 401, 33 USC 403, 33 USC 407, 33 USC 408, 33 USC 1341, 33 USC 1344, 33 USC 1413 and Section 48-39-10 et. Seq of the South Carolina Code of Laws. These laws require permits for activities in, or affecting, navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. The Corps of Engineers and the State of South Carolina have established a joint application process for activities requiring both Federal and State review or approval. Under this joint process, you may use this form, together with the required drawings and supporting information, to apply for both the Federal and/or State permit(s).</p> <p><i>Drawings and Supplemental Information Requirements:</i> In addition to the information on this form, you must submit a set of drawings and, in some cases, additional information. A completed application form together with all required drawings and supplemental information is required before an application can be considered complete. See the attached instruction sheets for details regarding these requirements. You may attach additional sheets if necessary to provide complete information.</p>			
1. Applicant Last Name: Repsch		11. Agent Last Name (agent is not required): Clarey	
2. Applicant First Name: Mike		12. Agent First Name: Ryan	
3. Applicant Company Name: Agent for The City of Sumter		13. Agent Company Name: Newkirk Environmental, Inc.	
4. Applicant Mailing Address: 111 E. Chapel Hill St., Suite 100		14. Agent Mailing Address: PO Box 746	
5. Applicant City: Durham		15. Agent City: Mt. Pleasant	
6. Applicant State: NC	7. Applicant Zip: 27701	16. Agent State: SC	17. Agent Zip: 29465
8. Applicant Area Code and Phone No.: 919-484-8448		18. Agent Area Code and Phone No.: (843) 388-6585	
9. Applicant Fax No.:		19. Agent Fax No.: (843) 388-6580	
10. Applicant E-mail: mikerepsch@ataplanning.com		20. Agent E-mail: ryan@newkirkenv.com	
21. Project Name: Shot Pouch Greenway		22. Project Street Address: Holiday Drive	
23. Project City: Sumter	24. Project County: Sumter	25. Project Zip Code: 29483	26. Nearest Waterbody: Shot Pouch Branch
27. Tax Parcel ID: Multiple IDs within linear project		28. Property Size (acres): 40.35	
29. Latitude: 33.95333333°		30. Longitude: 80.35805556°	
31. Directions to Project Site (Include Street Numbers, Street Names, and Landmarks and attach additional sheet if necessary): See Supporting Document Section 1.1			
32. Description of the Overall Project and of Each Activity in or Affecting U.S. Waters or State Critical Areas (attach additional sheets if needed): See Supporting Document Section 4.0			
33. Overall Project Purpose and the Basic Purpose of Each Activity In or Affecting U.S. Waters (attach additional sheets if needed): See Supporting Document Section 3.0			
34. Type and Quantity of materials to be Discharged		35. Type and Quantity of Impacts to U.S. Waters (including wetlands).	
Dirt/Topsoil:	cy	Filling:	0.66 <input checked="" type="checkbox"/> acres <input type="checkbox"/> ft ² <input checked="" type="checkbox"/> cy
Clean Sand:	cy	Backfill/Bedding:	<input type="checkbox"/> acres <input type="checkbox"/> ft ² <input type="checkbox"/> cy
Mud:	cy	Landclearing:	<input type="checkbox"/> acres <input type="checkbox"/> ft ² <input type="checkbox"/> cy
Clay:	cy	Dredging:	<input type="checkbox"/> acres <input type="checkbox"/> ft ² <input type="checkbox"/> cy
Gravel/Rock/Stone:	cy	Flooding:	<input type="checkbox"/> acres <input type="checkbox"/> ft ² <input type="checkbox"/> cy
Concrete:	cy	Draining/Excavation:	<input type="checkbox"/> acres <input type="checkbox"/> ft ² <input type="checkbox"/> cy
Other (describe)	cy	Shading:	<input type="checkbox"/> acres <input type="checkbox"/> ft ² <input type="checkbox"/> cy
TOTAL:	cy	TOTAL:	0.66 <input checked="" type="checkbox"/> acres <input type="checkbox"/> ft ² <input checked="" type="checkbox"/> cy

36. Individually list wetland impacts including mechanized clearing, fill, excavation, flooding, draining, shading, etc. and attach a site map with location of each impact (attach additional sheets if needed).

Impact No.	Wetland Type	Distance to Receiving Water body (LF)	Purpose of Impact (road crossing, impoundment, flooding, etc)	Impact Size (acres)
Wetland Fill C	Freshwater JD wetland	+/-100	Multi-use path	0.01
Wetland Fill D	Freshwater JD wetland	+/-0	Multi-use path	0.39
Wetland Fill E	Freshwater JD wetland	+/-0	Multi-use path	0.26
Total Wetland Impacts (acres)				0.66

37. Individually list all seasonal and perennial stream impacts and attach a site map with location of each impact (attach additional sheets)

Impact No.	Seasonal or Perennial Flow	Average Stream Width (LF)	Impact Type (road crossing, impoundment, flooding, etc)	Impact Length (LF)
Total Stream Impacts (Linear Feet)				

38. Have you commenced work on the project site? YES NO If yes, describe all work that has occurred and provide dates.
No

39. Describe measures taken to avoid and minimize impacts to Waters of the United States:
See Supporting Document Section 6.0

40. Provide a brief description of the proposed mitigation plan to compensate for impacts to aquatic resources or provide justification as to why mitigation should not be required (Attach a copy of the proposed mitigation plan for review):
See Supporting Document Section 3.0

41. See the attached sheet to list the names and addresses of adjacent property owners.
See Attached Forms

42. List all Corps Permit Authorizations and other Federal , State, or Local Certifications, Approvals, Denials received for work described in this application:
JD currently Pending submitted 5/20/17. Request attached as Appendix C.

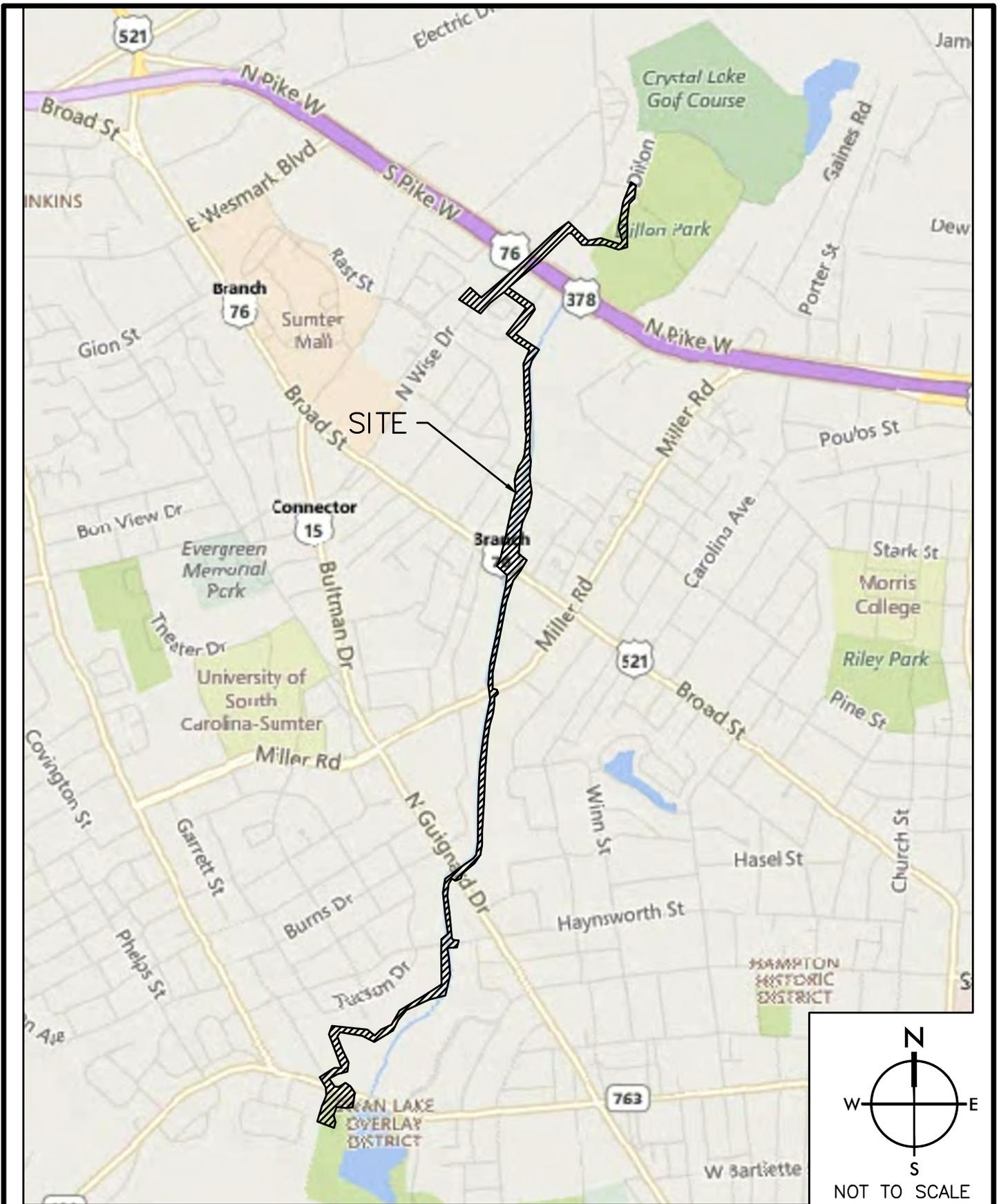
43. Authorization of Agent. I hereby authorize the agent whose name is given on page one of this application to act in my behalf in the processing of this application and to furnish supplemental information in support of this application. ¹

Michael S. Repert 12/14/18
Applicant's Signature Date

44. Certification. Application is hereby made for a permit or permits to authorize the work and uses of the work as described in this application. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent for the applicant. ¹

Michael S. Repert 12/14/18 *Ryler* 12/14/18
Applicant's Signature Date Agent's Signature Date

¹ The application must be signed by the person who desires to undertake the proposed activity or it may be signed by a duly authorized agent if the authorization statement in blocks 11 and 43 have been completed and signed. 18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

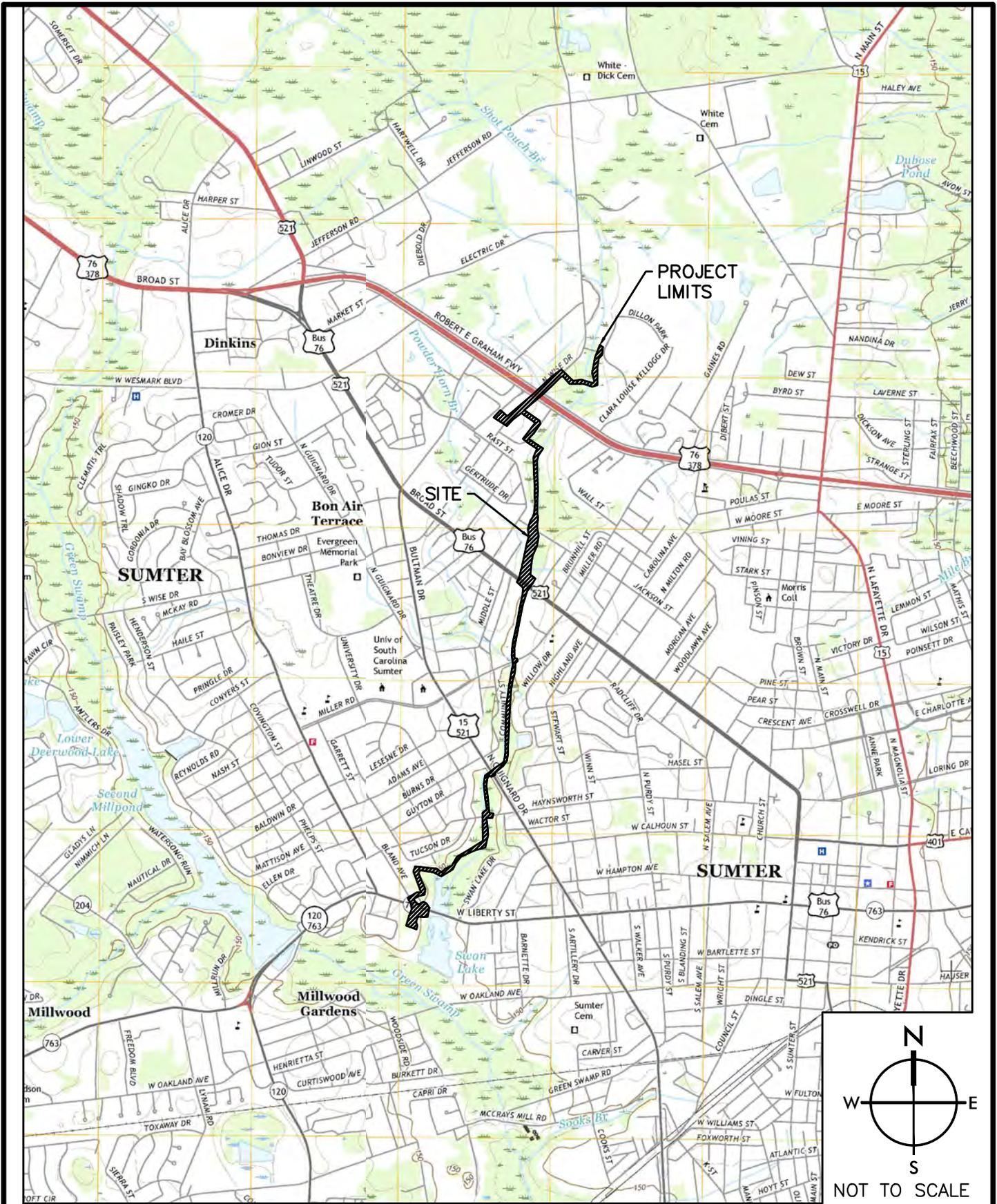


LATITUDE: 33.57°11.96" N LONGITUDE: 80.21°29.22" W

Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

SITE LOCATION



LATITUDE: 33.57°11.96" N LONGITUDE: 80.21°29.22" W

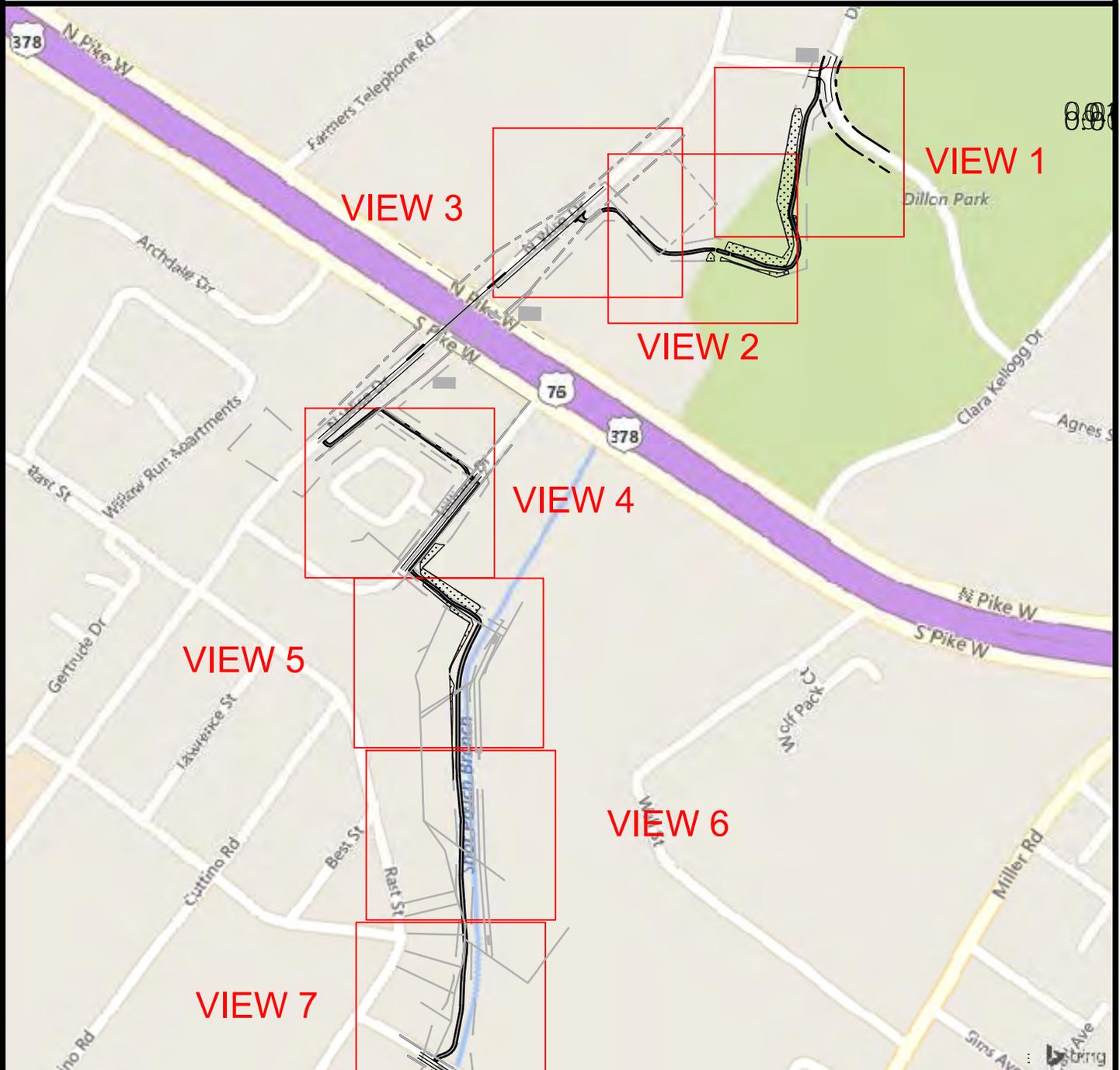
Activity:
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USGS MAP

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED/RE-PAVED



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

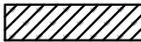
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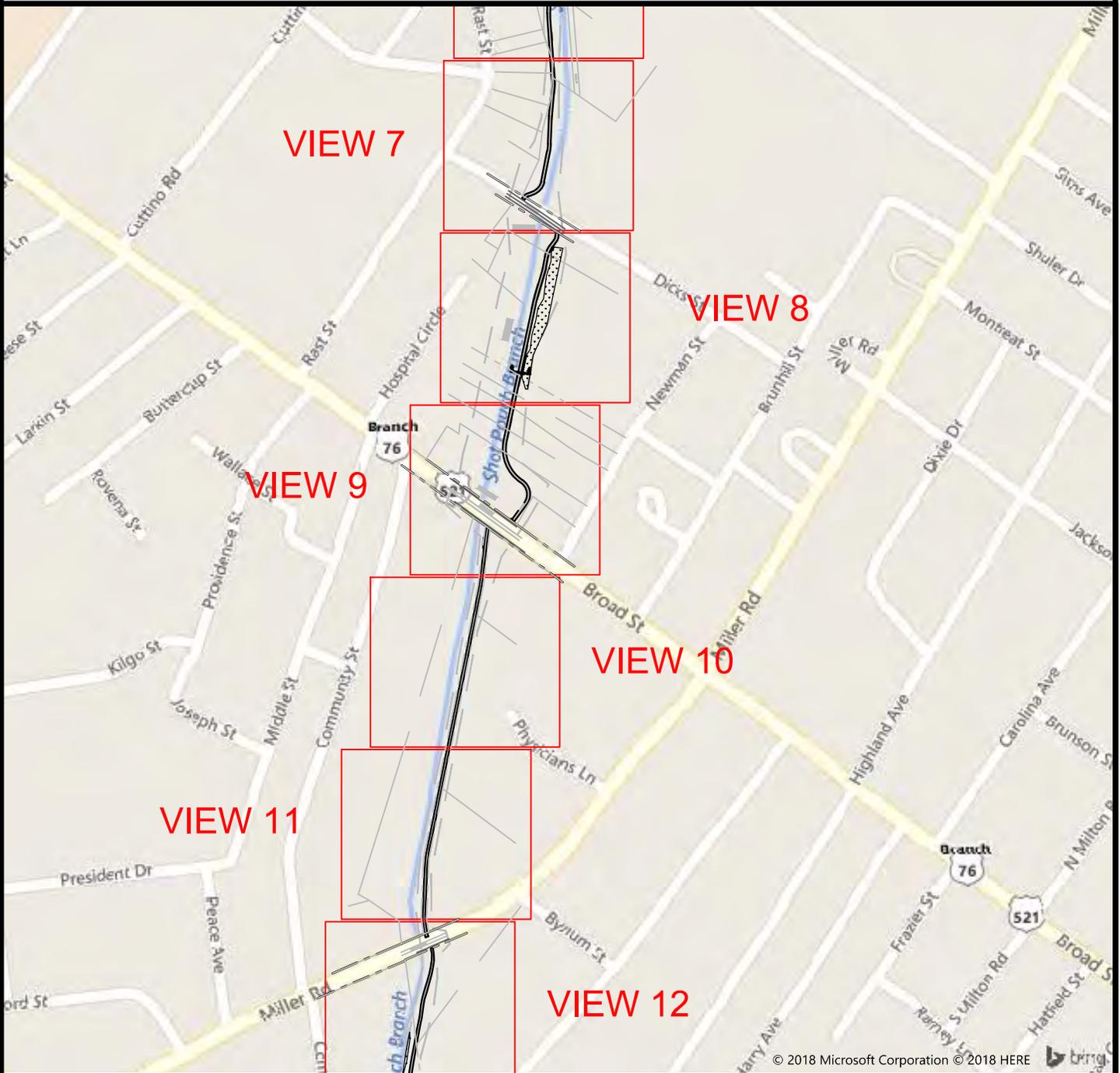
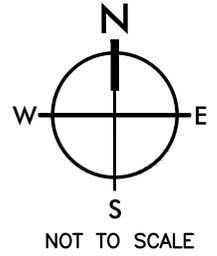
Applicant:
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PHONE: (919) 484-8448

KEY MAP 1

Sheet 3 of 30
Revised: NA
Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED/RE-PAVED



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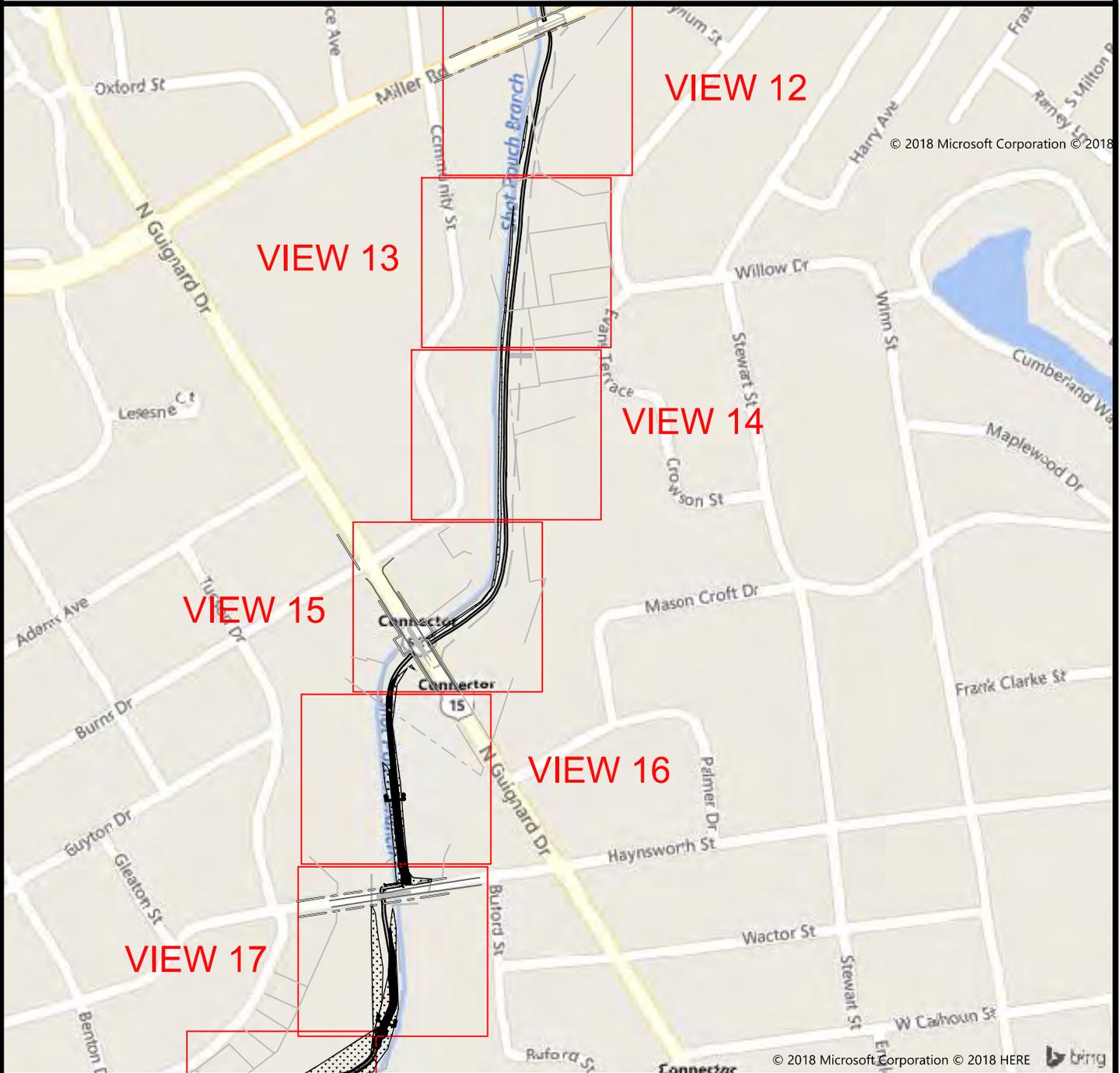
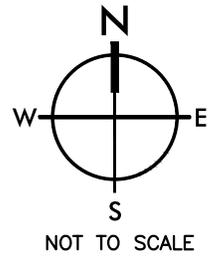
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

KEY MAP 2
Sheet 4 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED/RE-PAVED



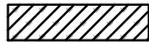
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Project:
SHOT POUCH BRANCH GREENWAY

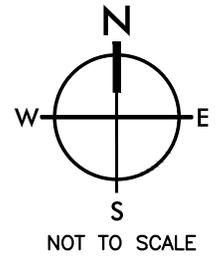
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111 E. CHAPEL HILL ST., SUITE 100
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PHONE: (919) 484-8448

KEY MAP 3

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED/RE-PAVED



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

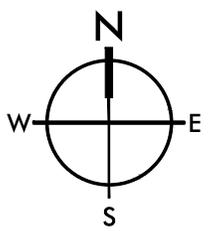
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DURHAM, NC 27701
PHONE: (919) 484-8448

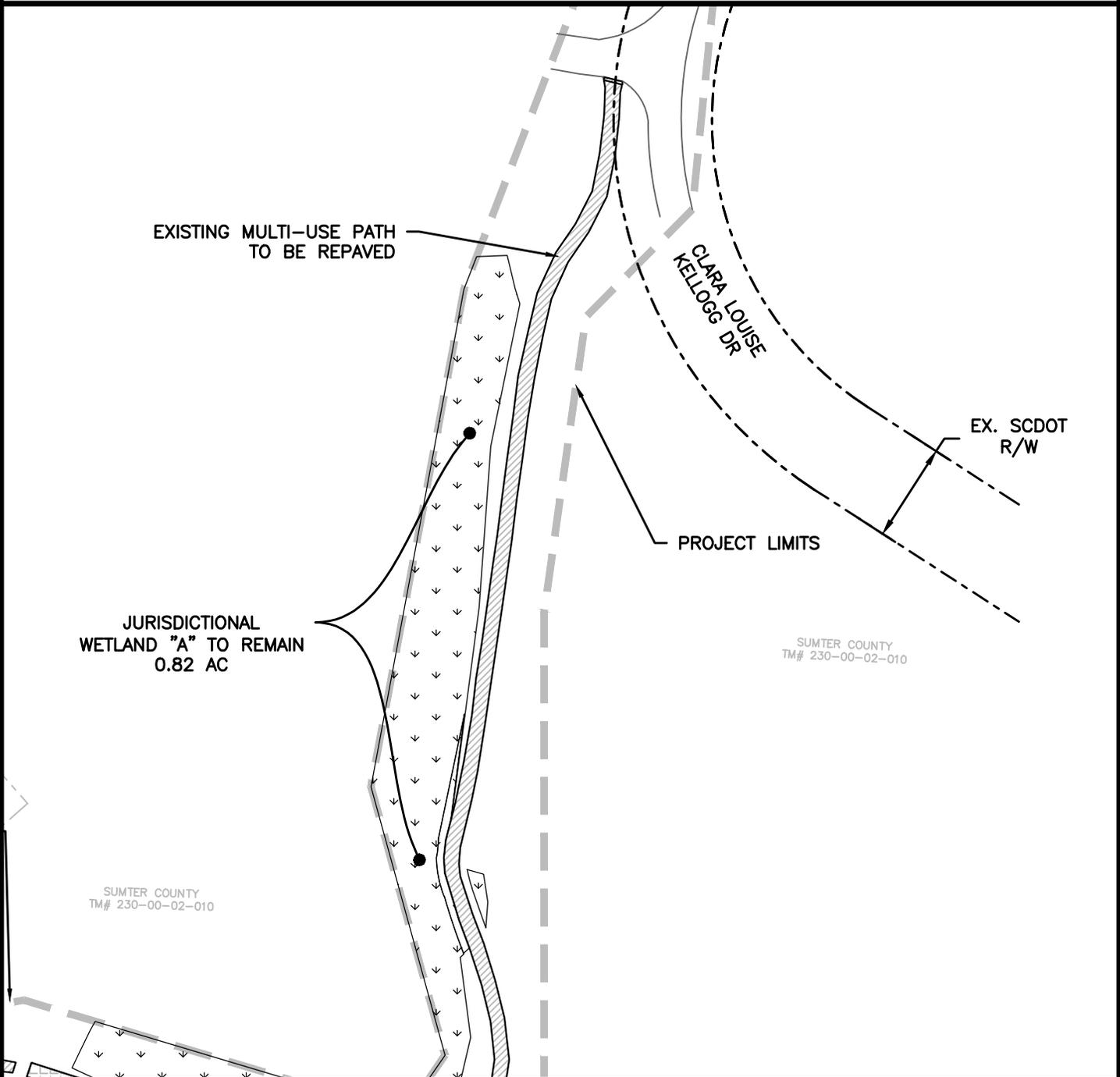
KEY MAP 4

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE REPAVED
-  WETLAND TO REMAIN



SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION

Project:
SHOT POUCH BRANCH GREENWAY

Location:
SUMTER, SC

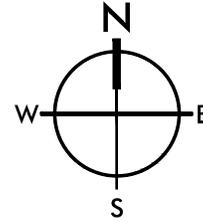
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111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 1

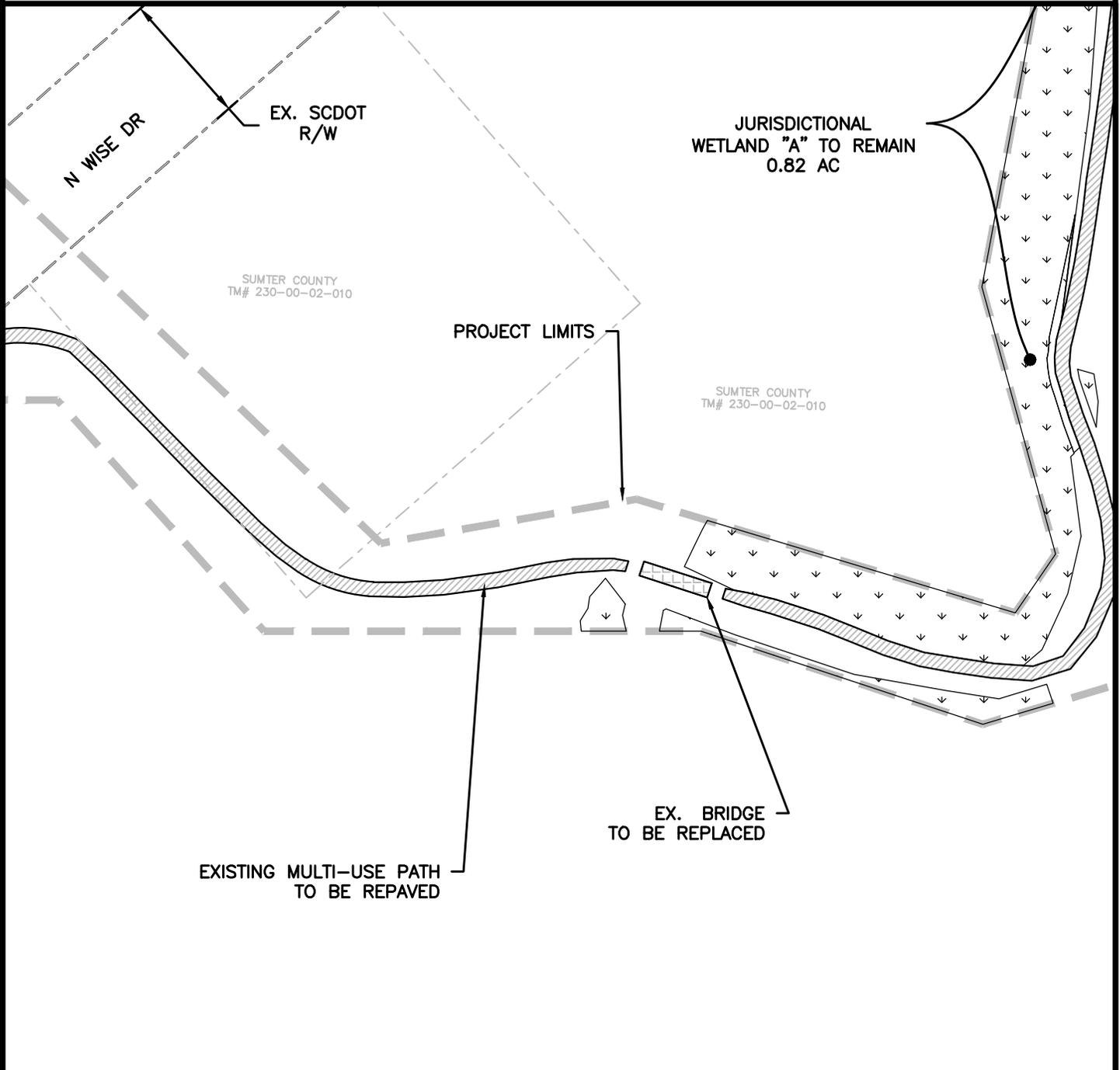
Sheet 7 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  EXISTING MULTI-USE PATH TO BE REPAVED



SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
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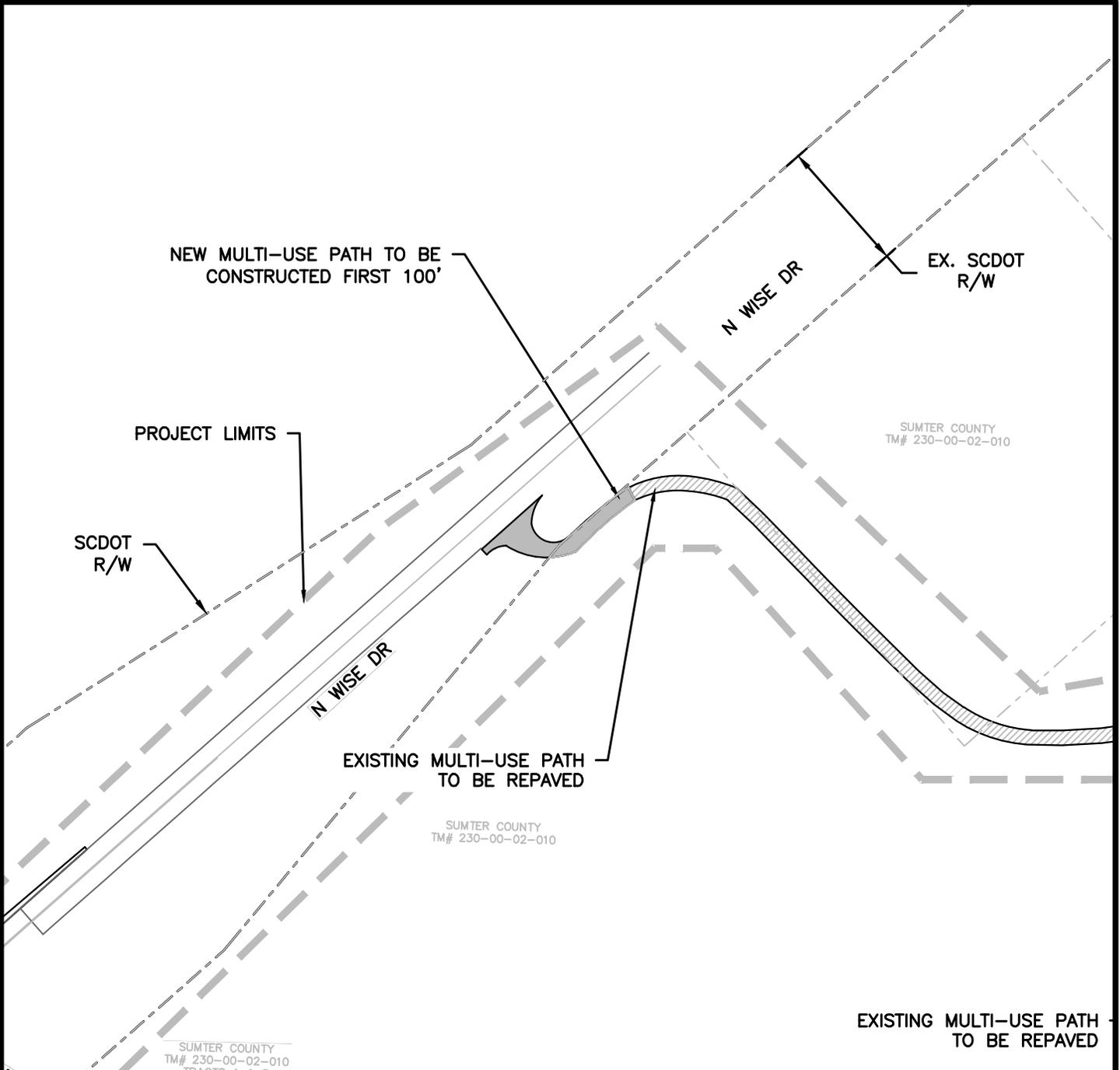
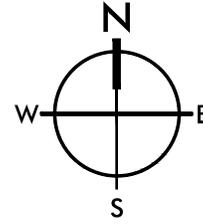
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VIEW 2
Sheet 8 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED

SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

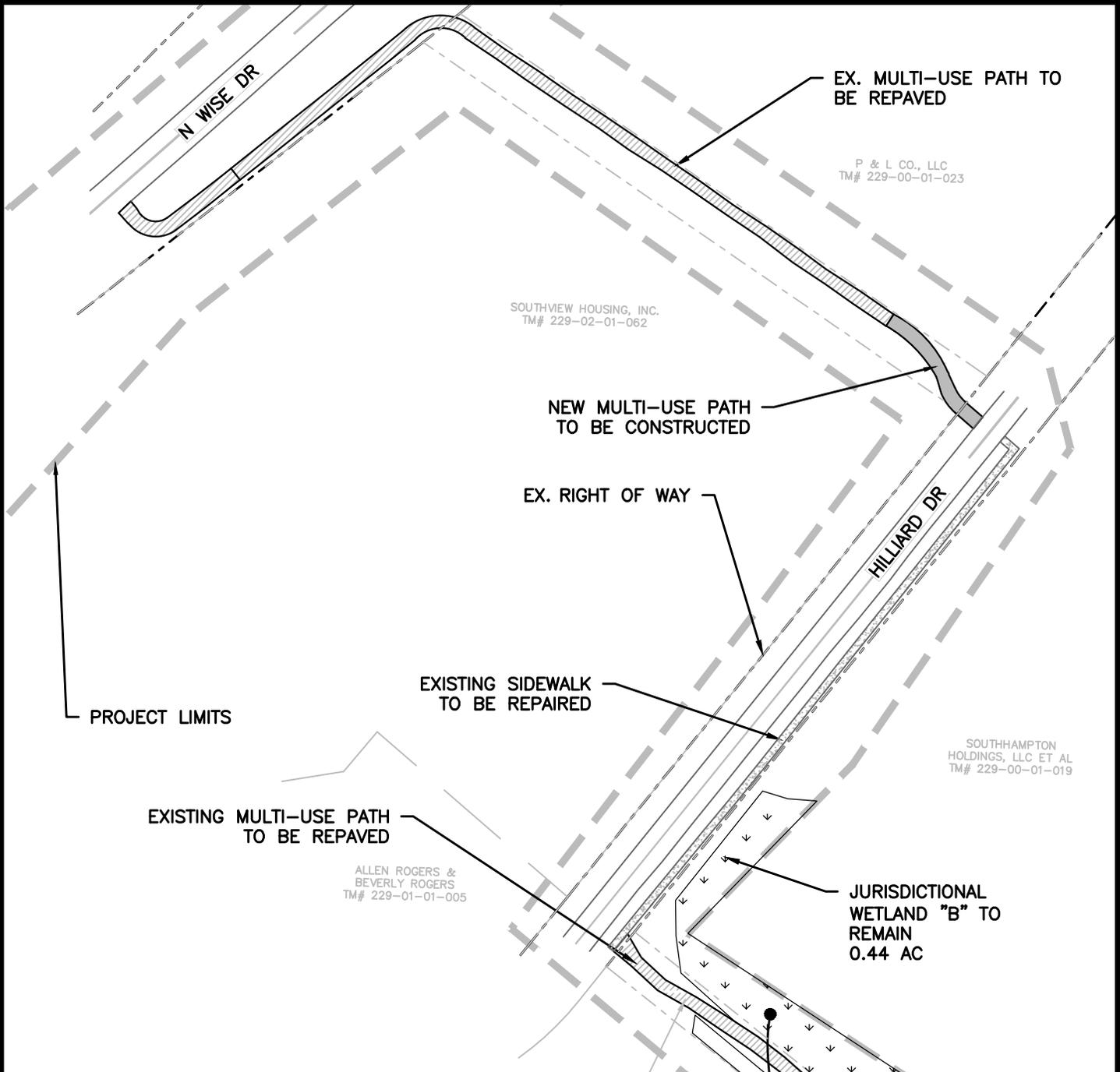
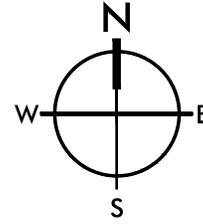
Applicant:
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VIEW 3
Sheet 9 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE REPAVED

SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

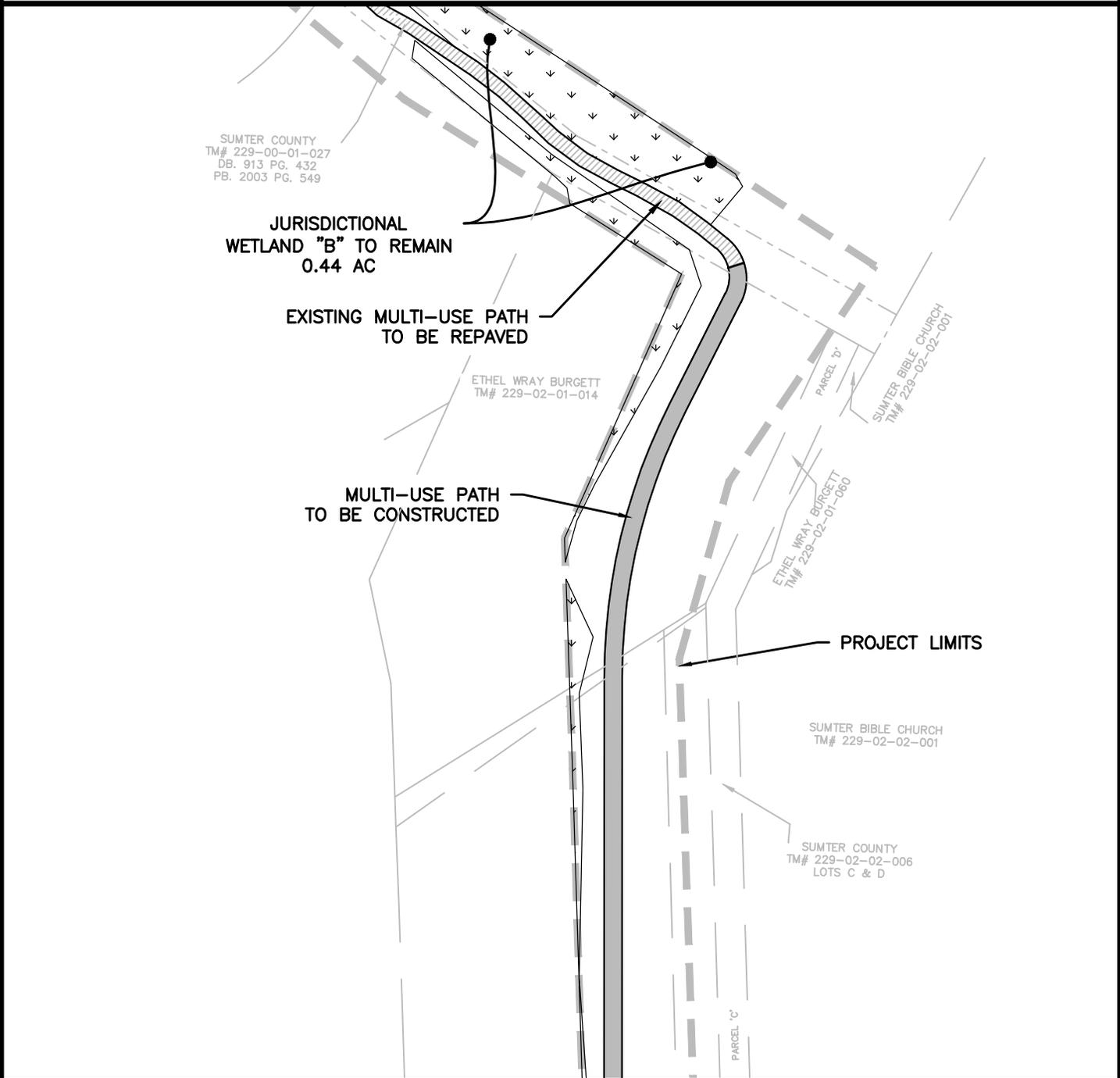
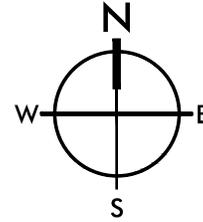
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DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 4
Sheet 10 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  EXISTING MULTI-USE PATH TO BE REPAVED

SCALE: 1" = 100'



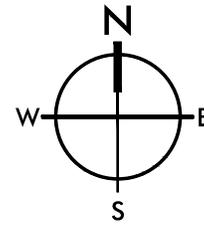
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Project:
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Location:
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Applicant:
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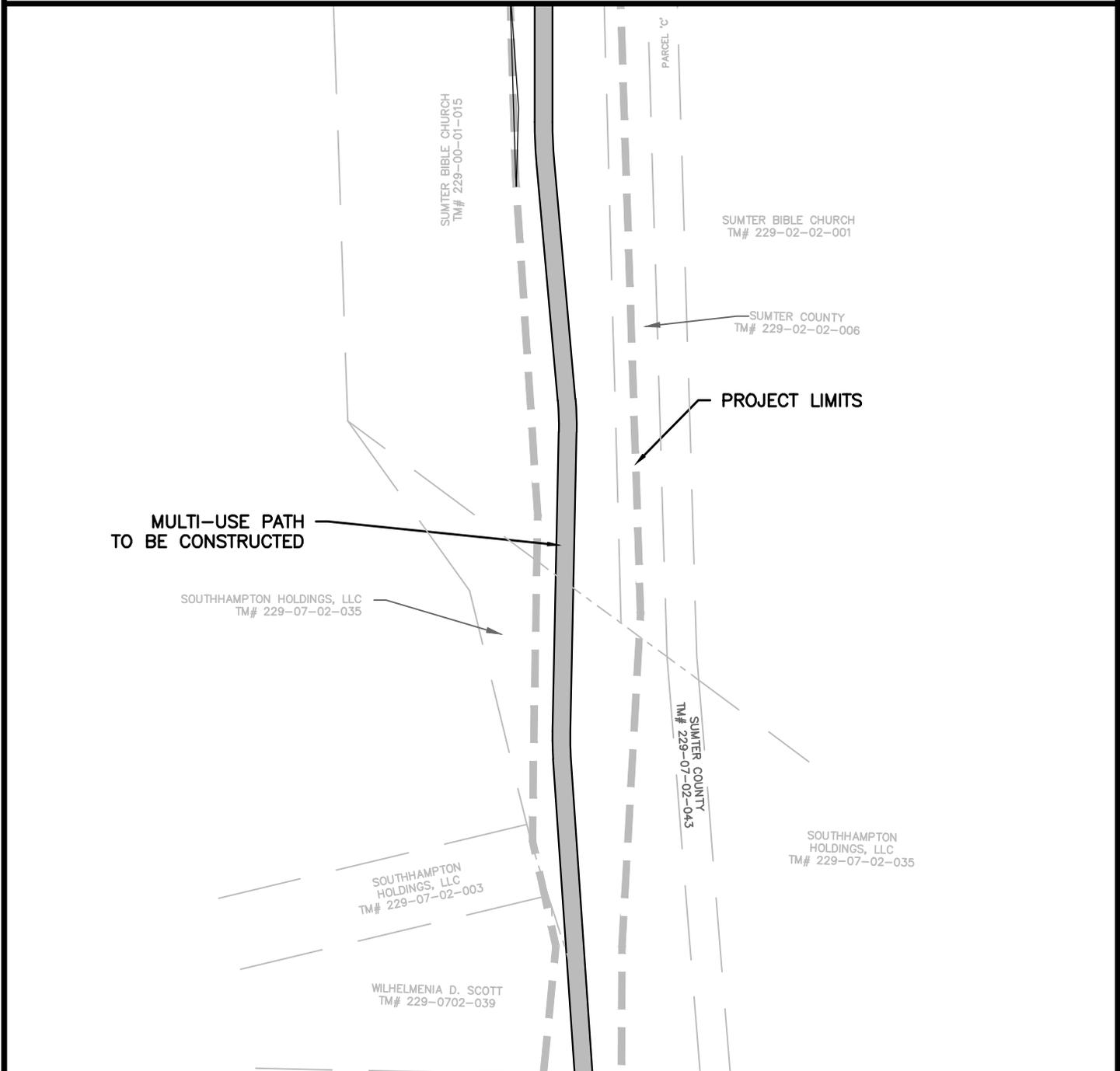
VIEW 5
Sheet 11 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN



SCALE: 1" = 100'



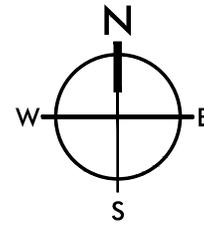
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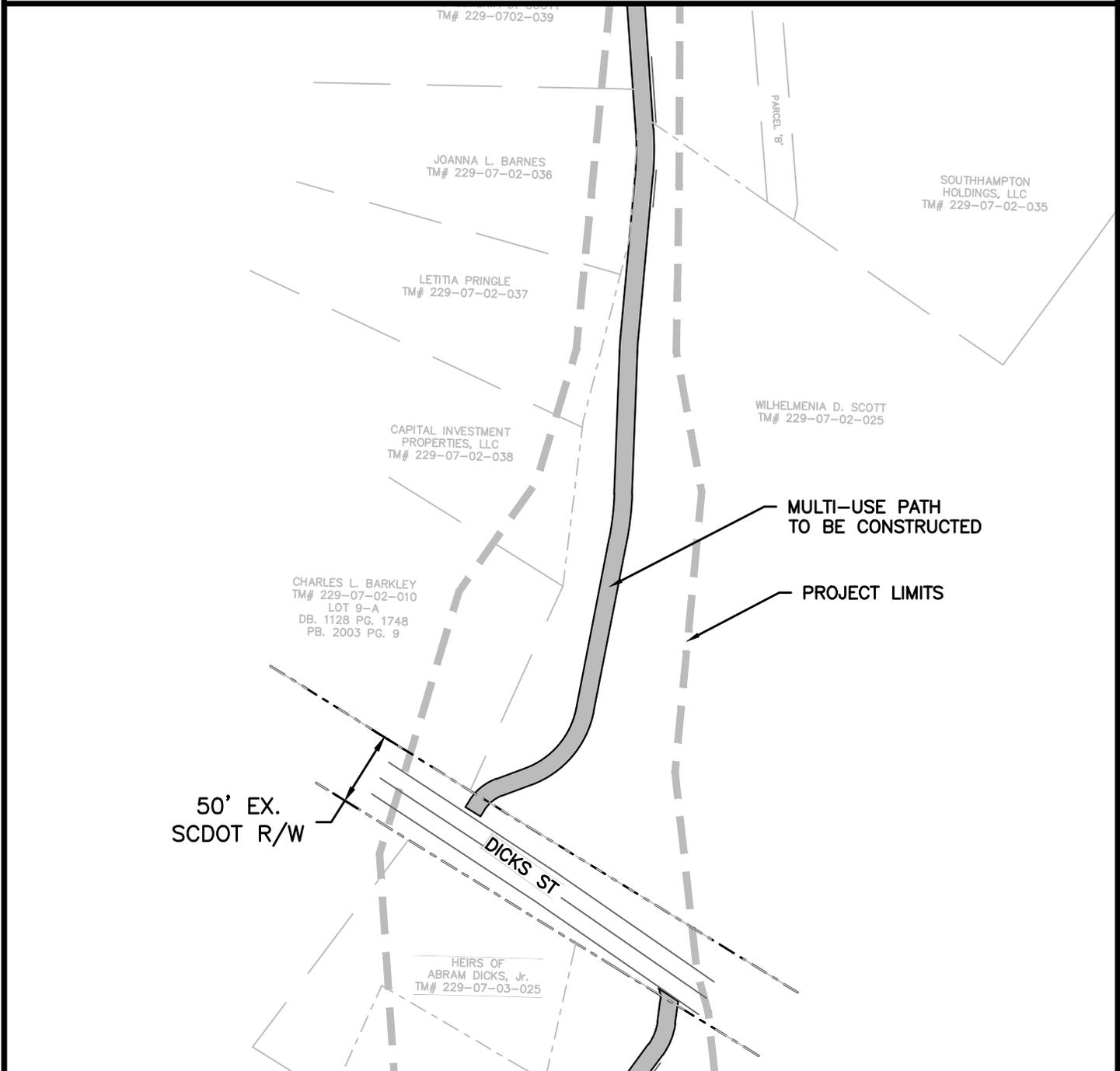
VIEW 6
Sheet 12 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED



SCALE: 1" = 100'



MULTI-USE PATH TO BE CONSTRUCTED

PROJECT LIMITS

50' EX. SCDOT R/W

DICKS ST

Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

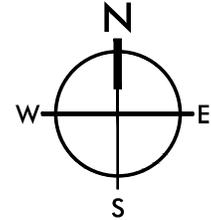
Location:
SUMTER, SC

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

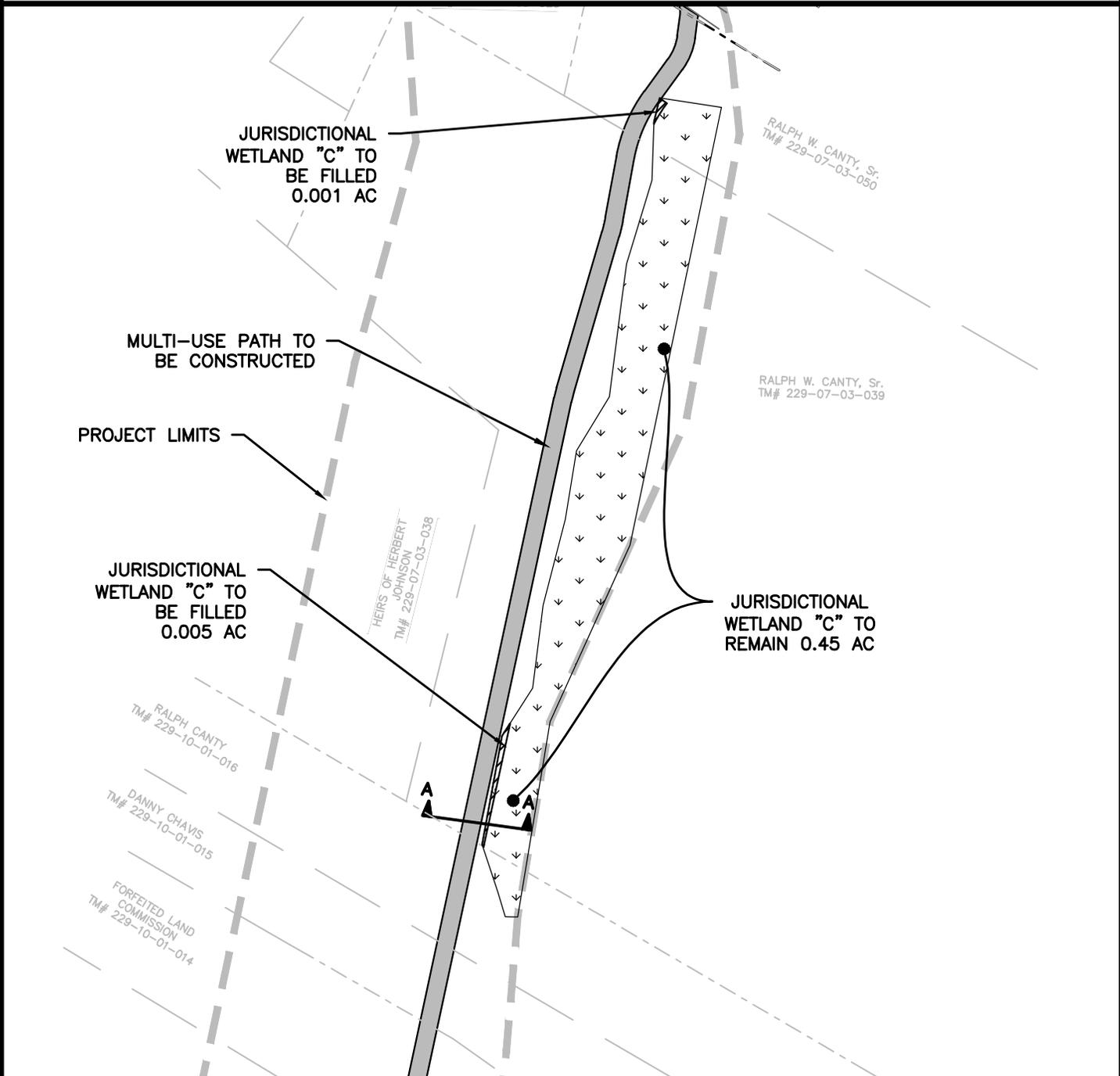
VIEW 7

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN



SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

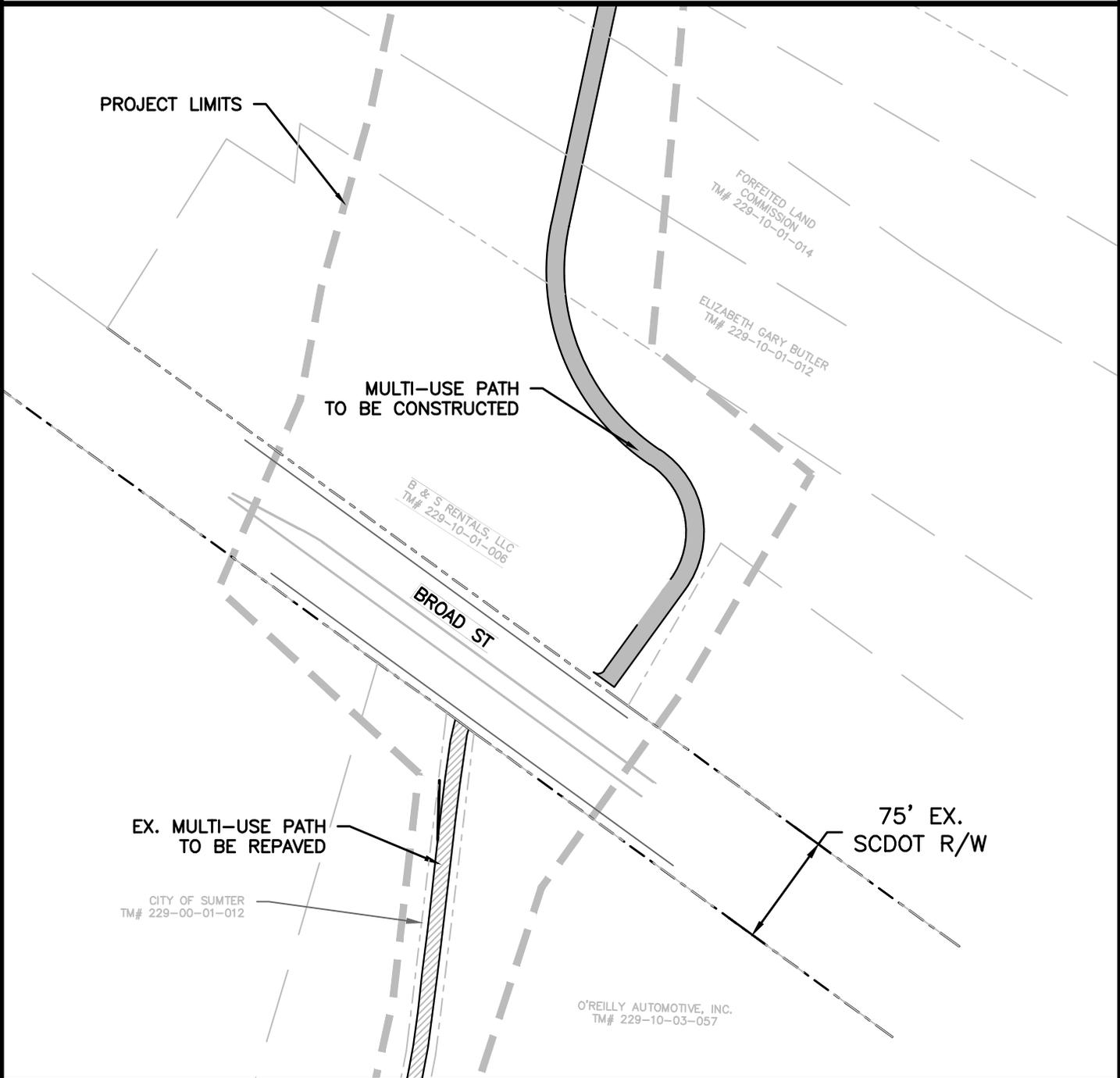
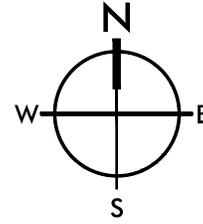
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 8
Sheet 14 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE REPAVED

SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

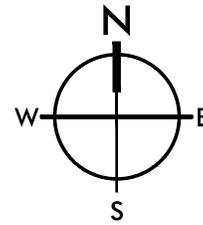
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 9
Sheet 15 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH TO BE REPAVED

SCALE: 1" = 100'



O'REILLY AUTOMOTIVE, INC.
TM# 229-10-03-057

EX. MULTI-USE PATH
TO BE REPAVED

PROJECT LIMITS

CITY OF SUMTER
TM# 229-00-01-012

CITY OF SUMTER
TM# 229-00-01-021

MCLEOD REGIONAL MEDICAL
CENTER OF THE PEE DEE, INC.
TM# 229-10-03-054

Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

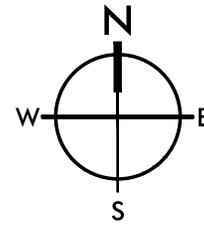
Location:
SUMTER, SC

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

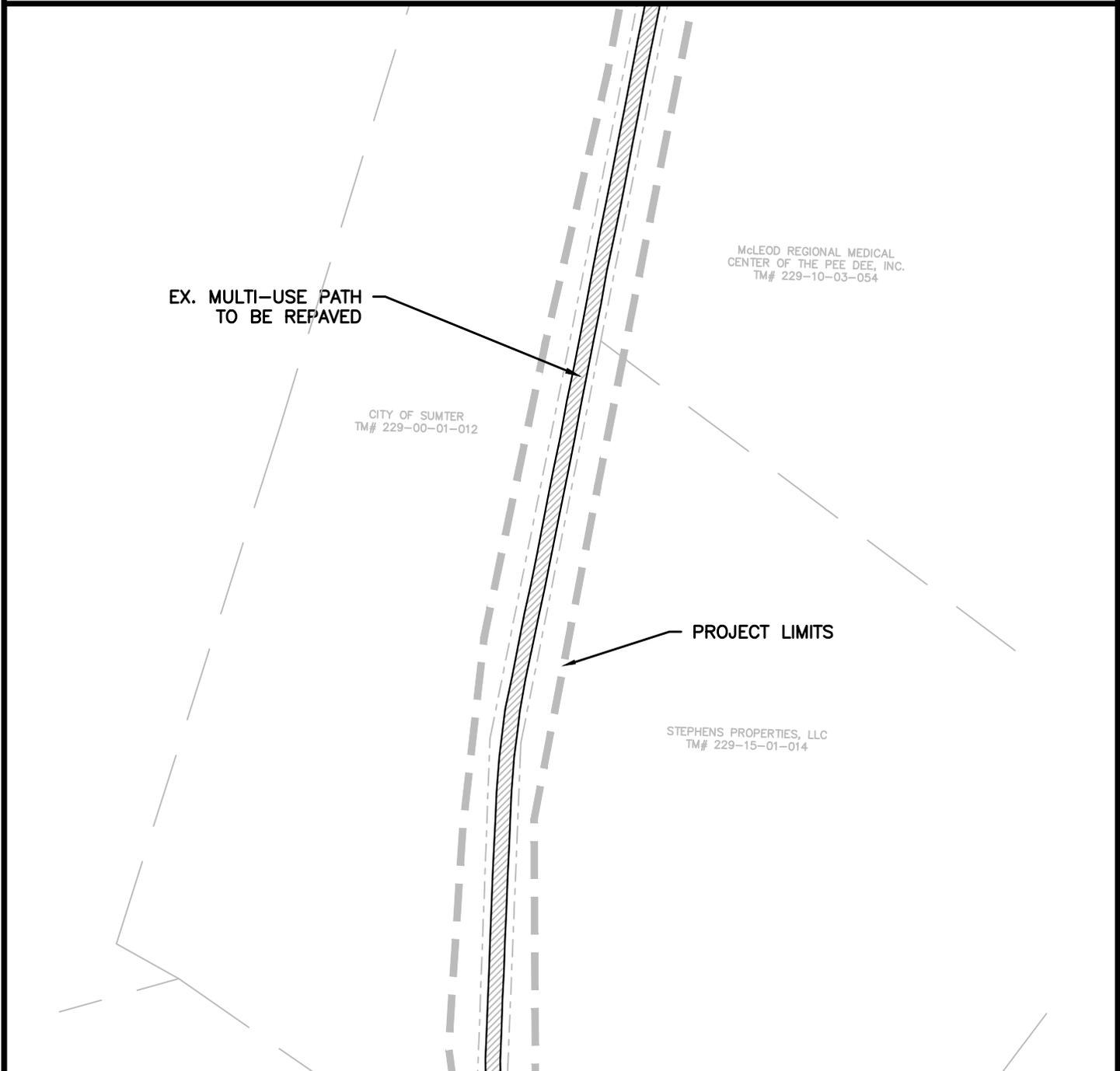
VIEW 10

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH TO BE REPAVED



SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

Location:
SUMTER, SC

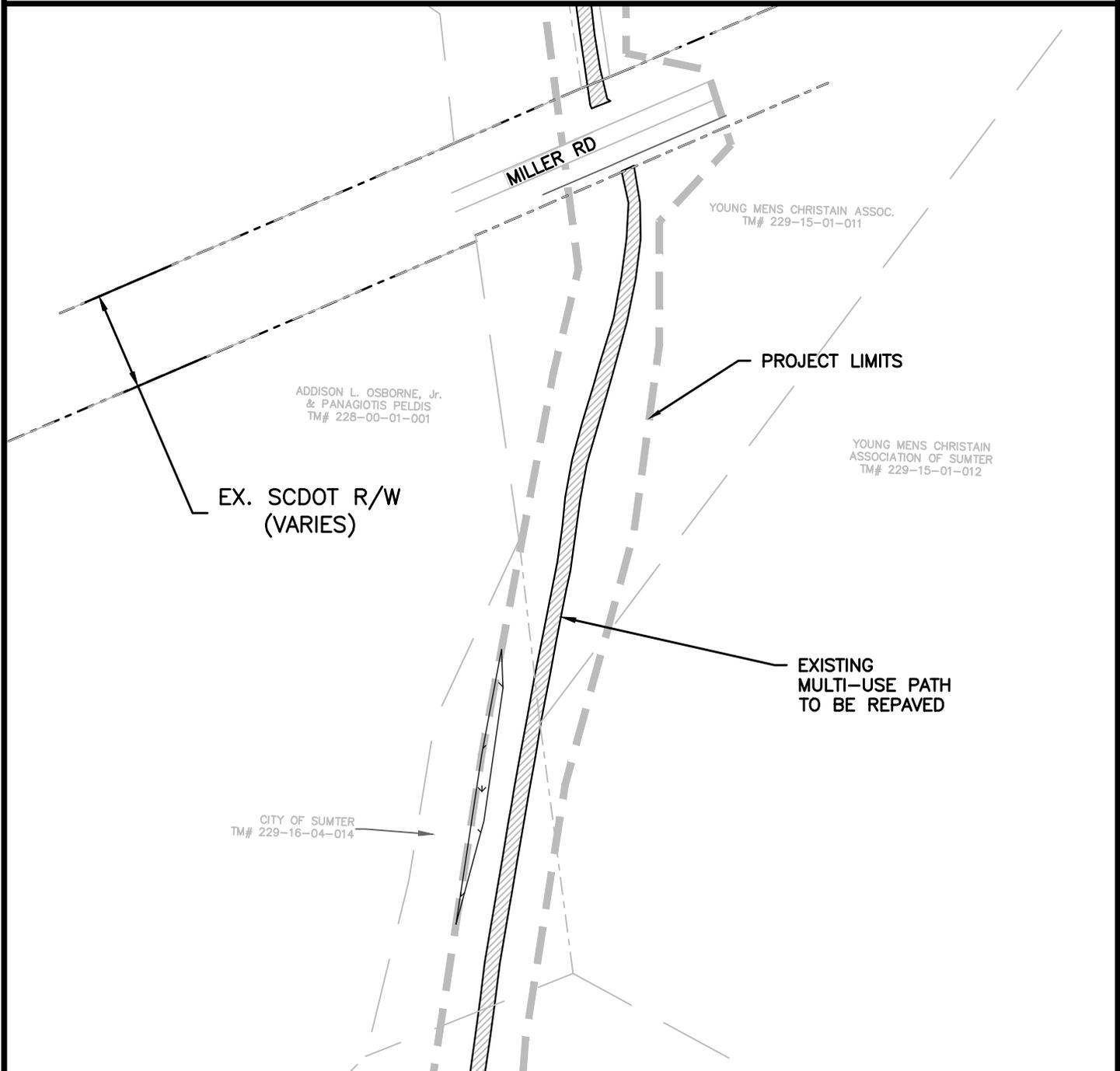
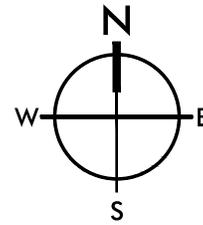
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 11

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH TO BE REPAVED
-  WETLAND TO REMAIN

SCALE: 1" = 100'



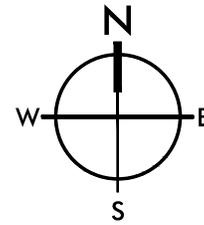
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

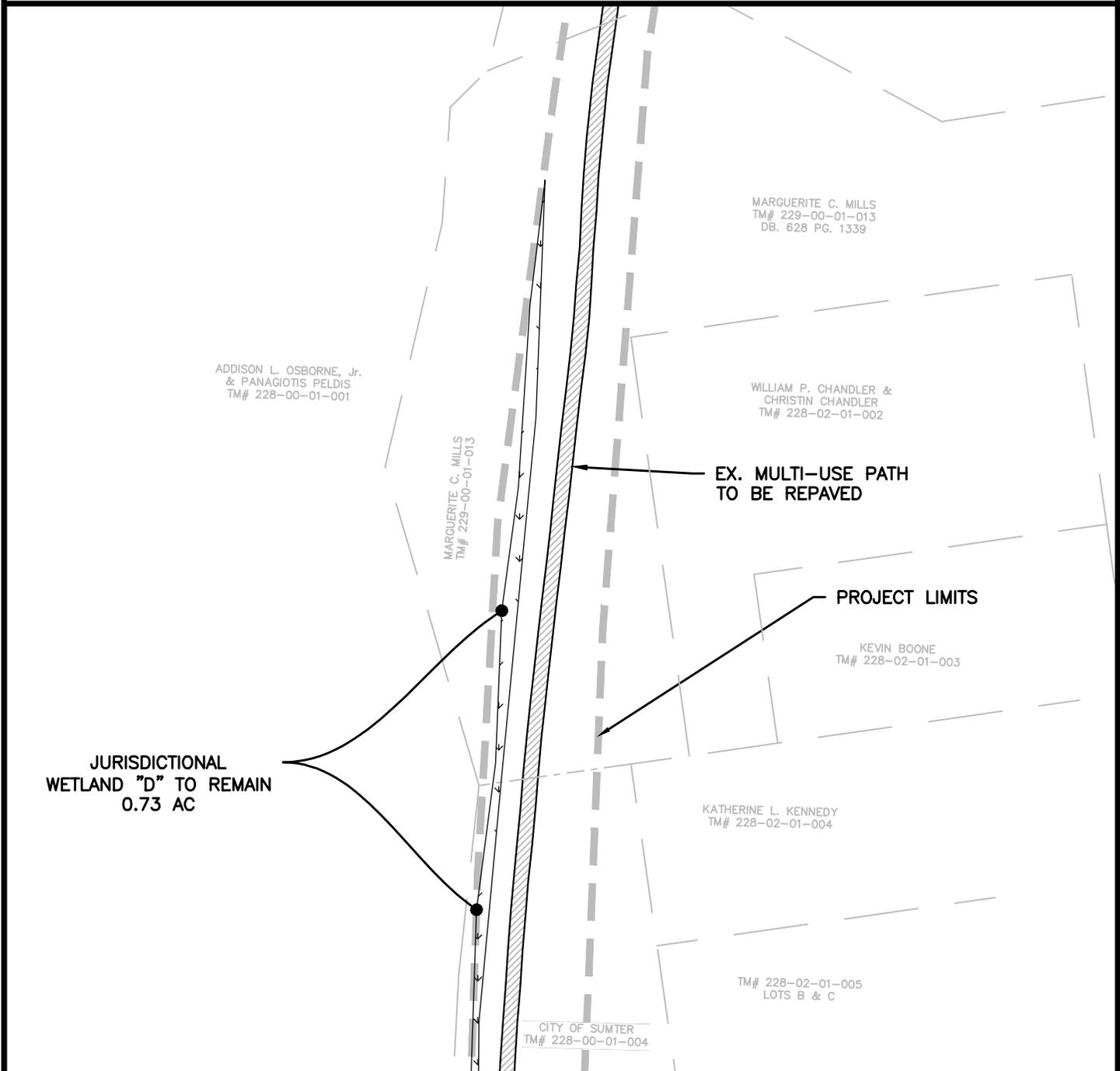
VIEW 12
Sheet 18 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH TO BE REPAVED
-  WETLAND TO REMAIN



SCALE: 1" = 100'



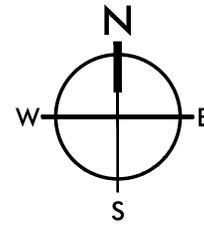
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
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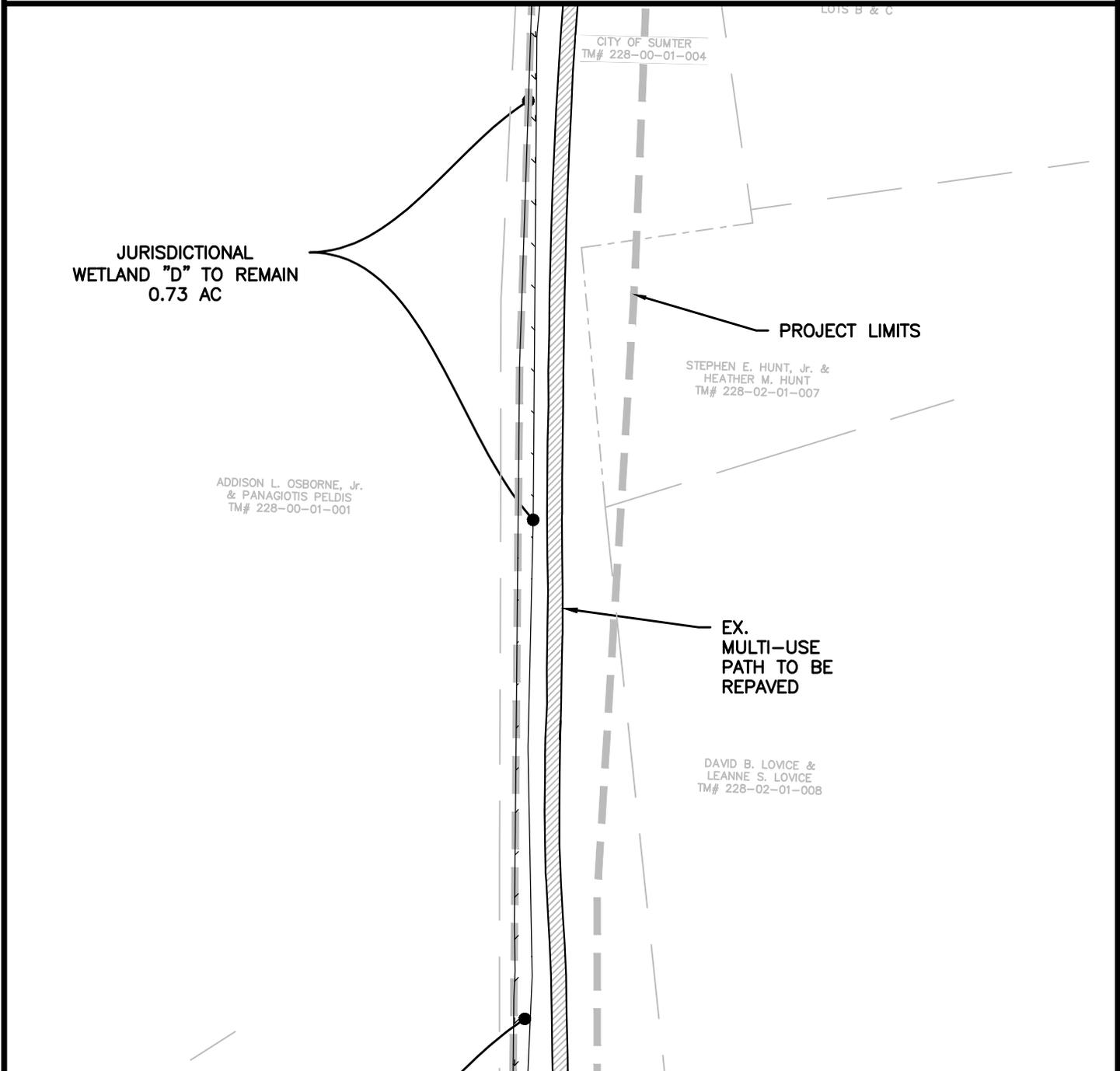
VIEW 13

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH
-  WETLAND TO REMAIN



SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

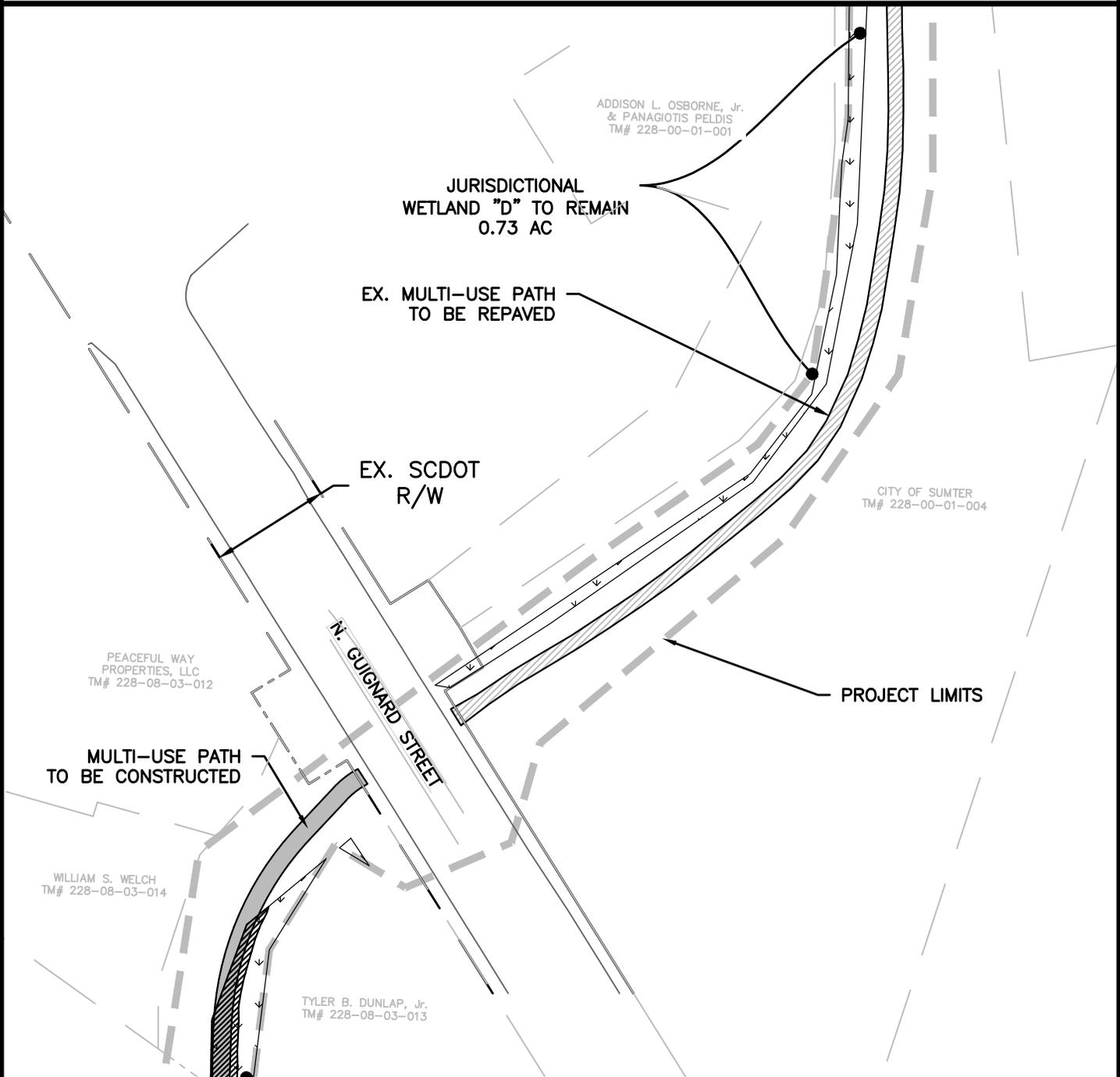
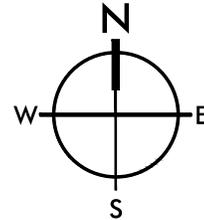
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 14

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  EXISTING MULTI-USE PATH
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED

SCALE: 1" = 100'

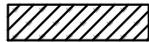


Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

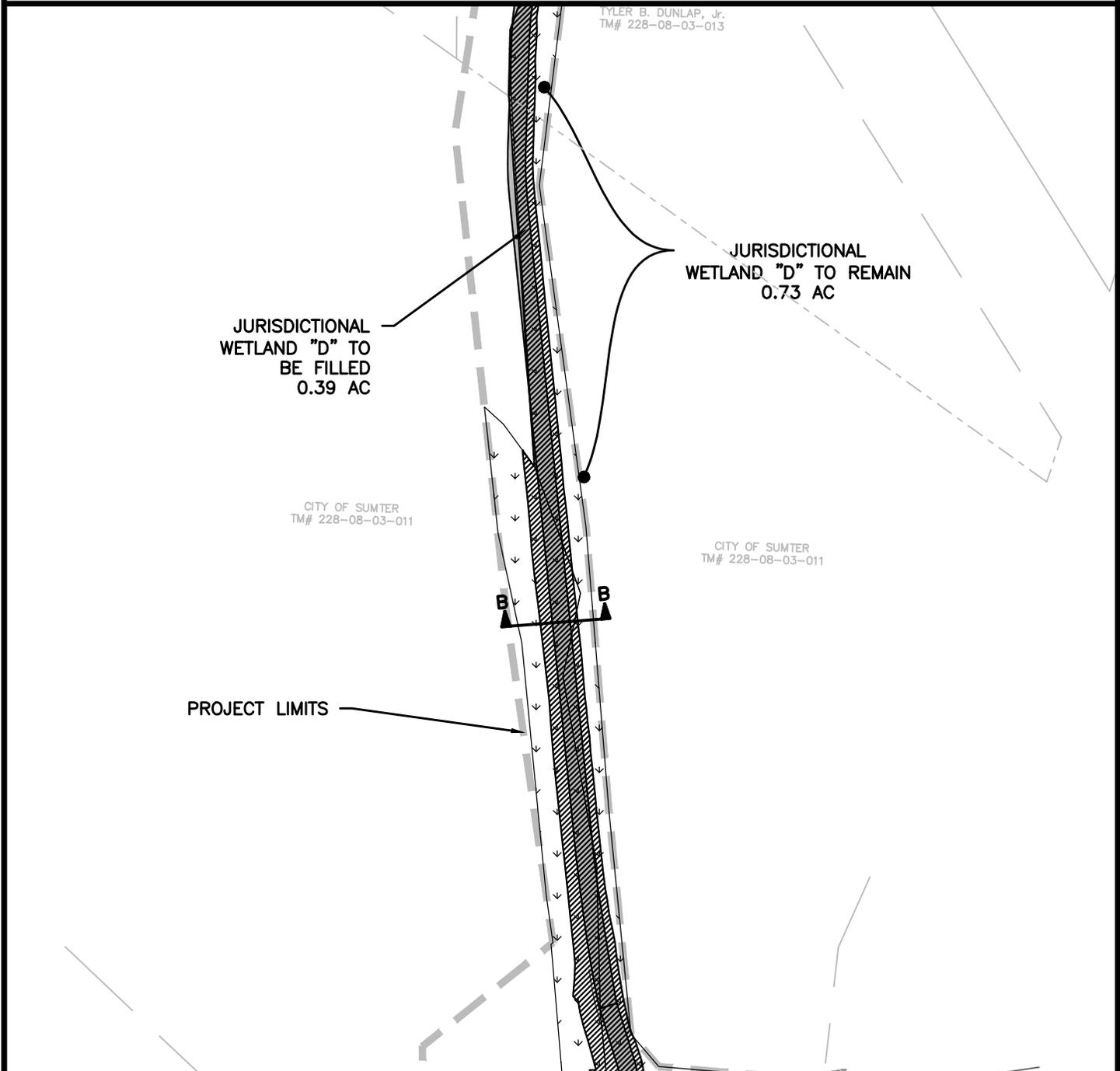
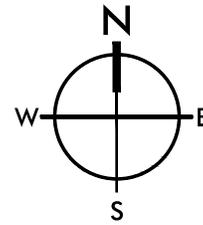
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 15
Sheet 21 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN

SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION

Project:
SHOT POUCH BRANCH GREENWAY

Location:
SUMTER, SC

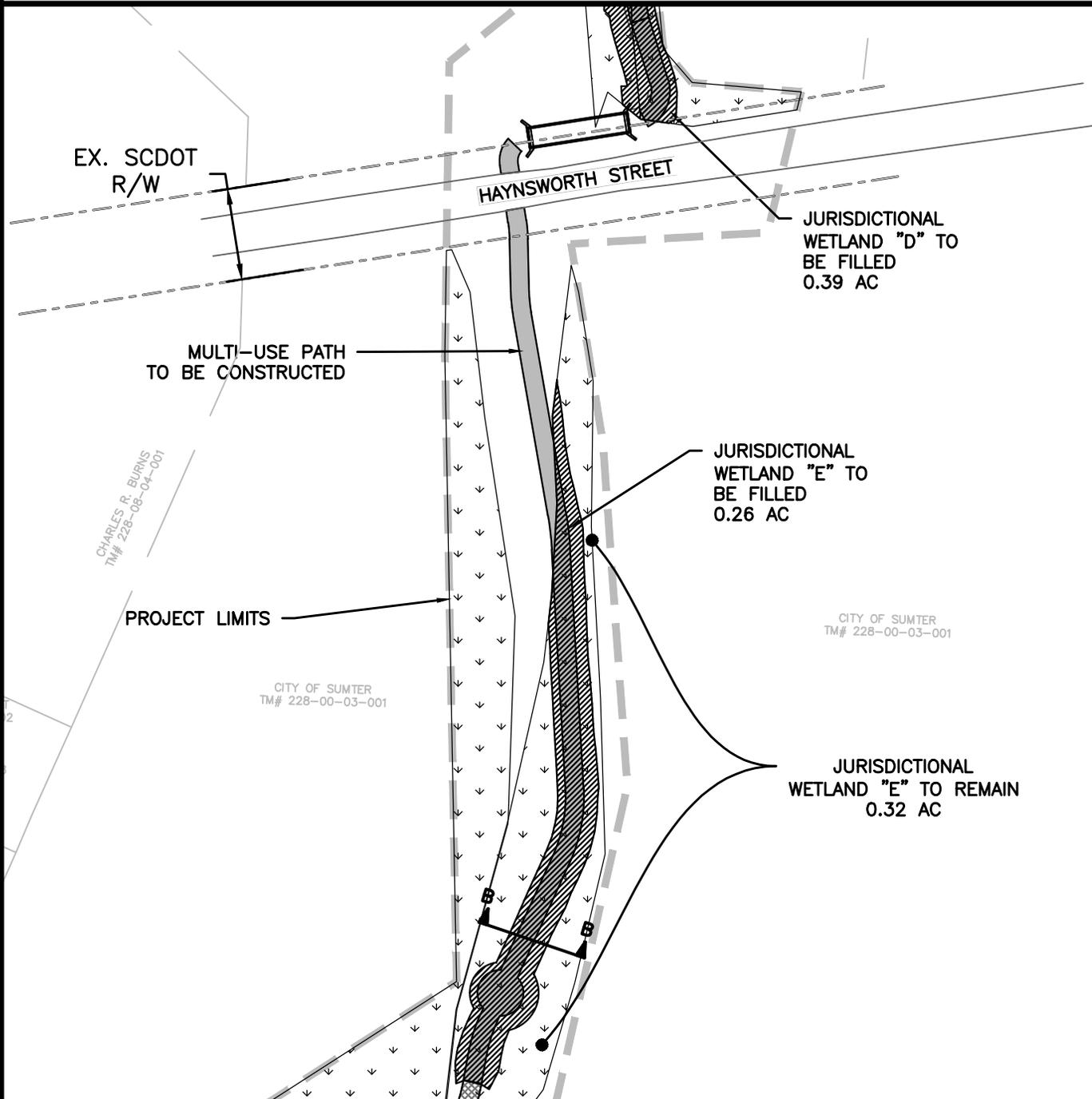
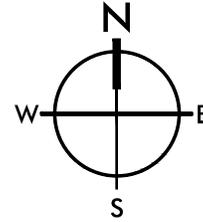
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 16

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  BOARDWALK TO BE CONSTRUCTED

SCALE: 1" = 100'



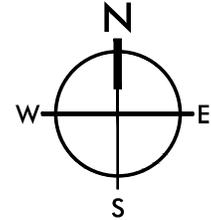
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

Applicant:
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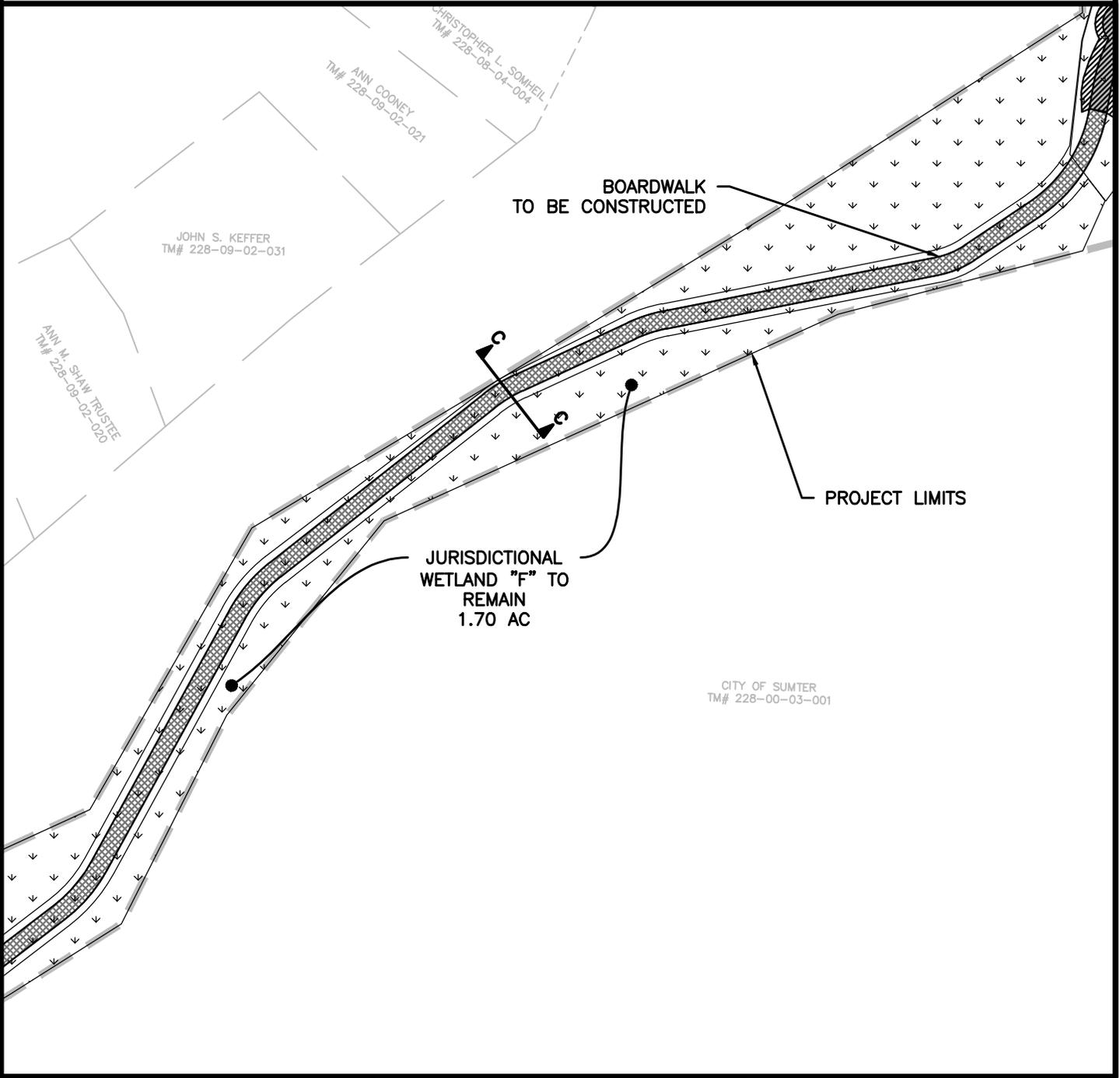
VIEW 17
Sheet 23 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  BOARDWALK TO BE CONSTRUCTED



SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

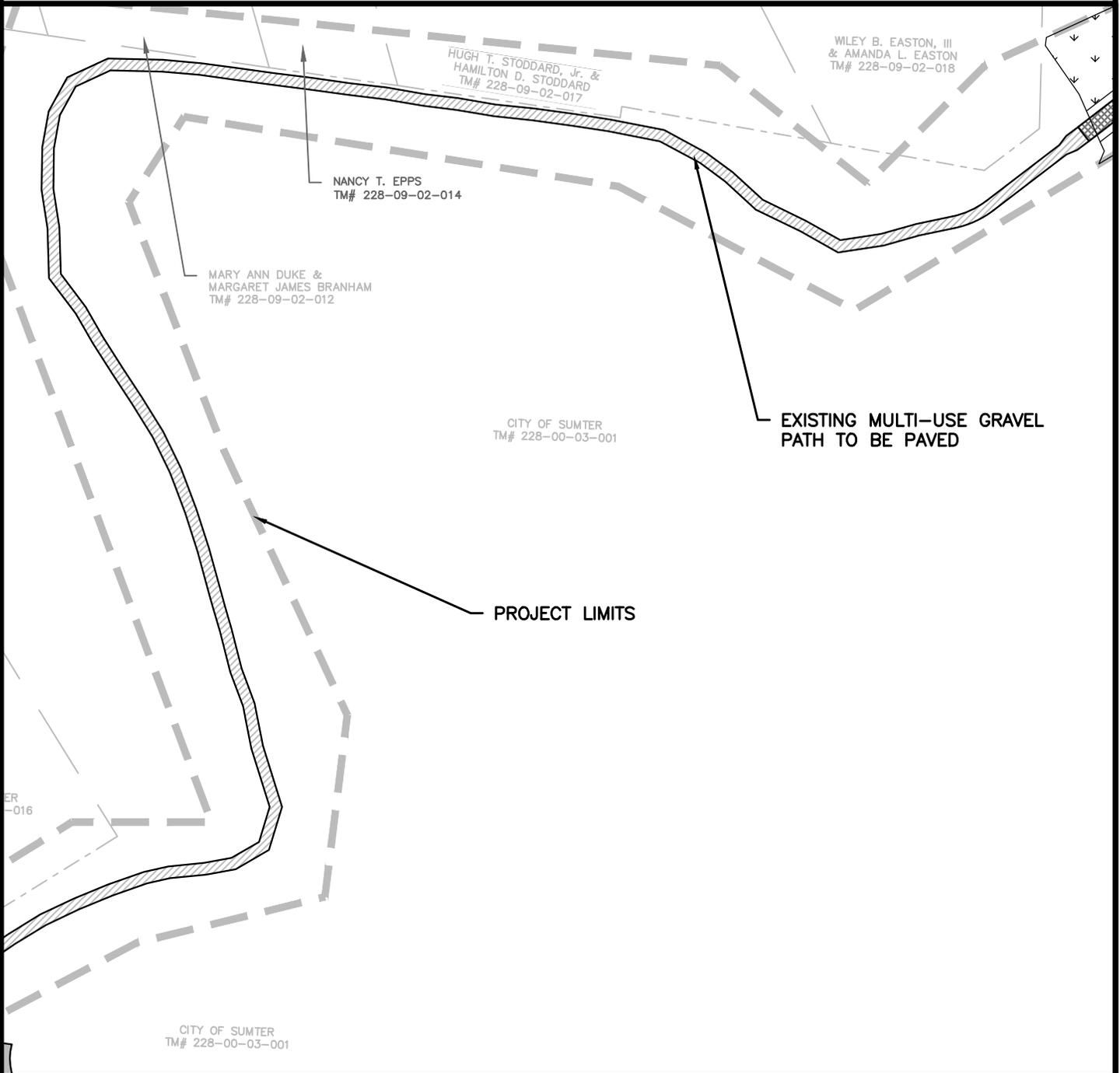
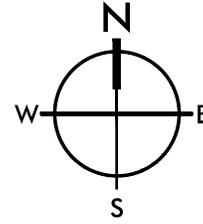
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 18

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  EXISTING MULTI-USE PATH TO BE PAVED

SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION

Project:
SHOT POUCH BRANCH GREENWAY

Location:
SUMTER, SC

Applicant:
ALTA PLANNING & DESIGN, INC.
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DURHAM, NC 27701
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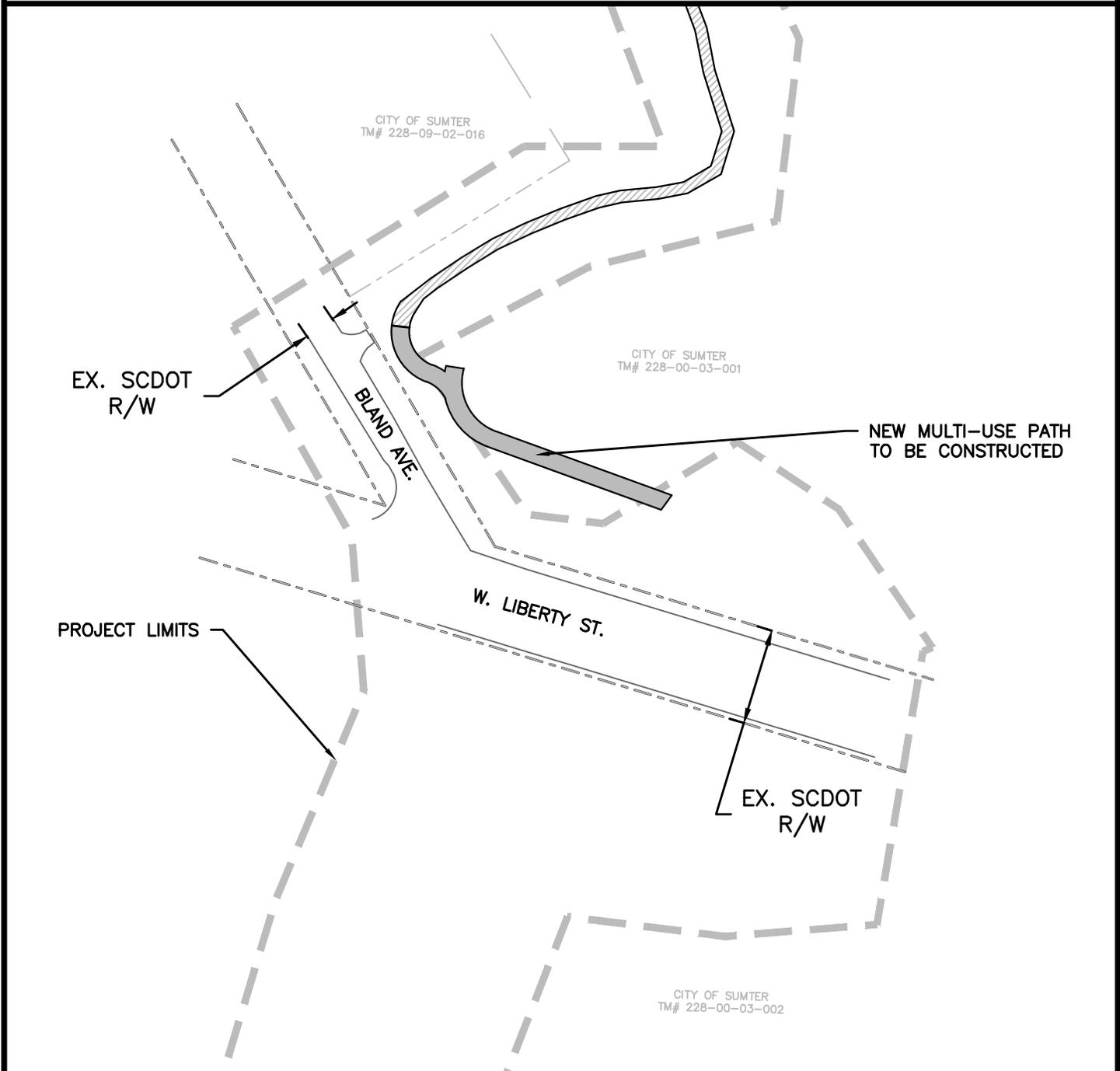
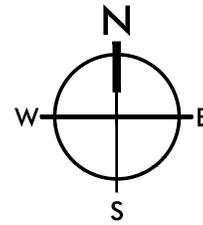
VIEW 19

Sheet 25 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED

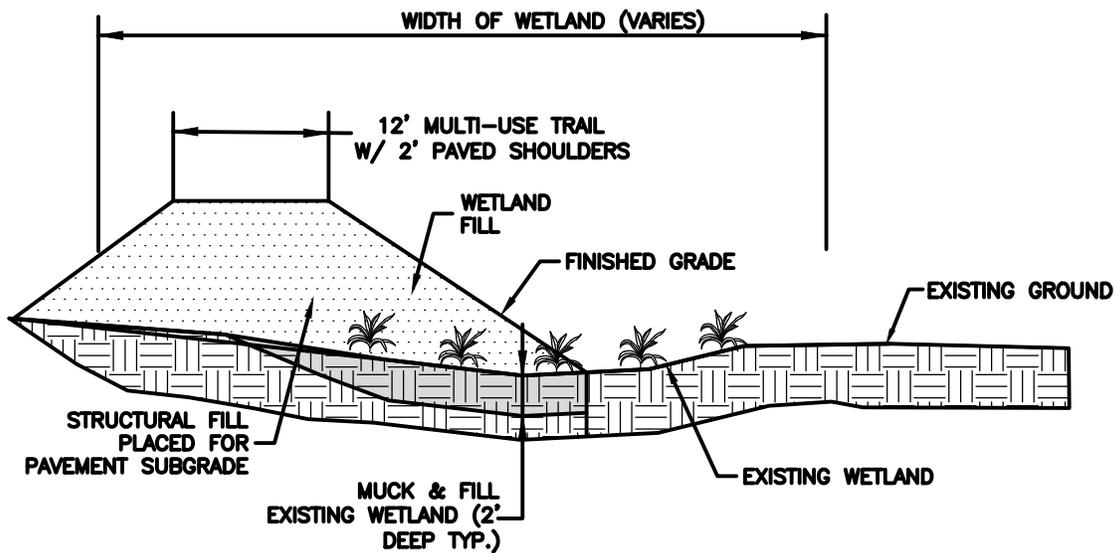
SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
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DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 20



TYPICAL ADJACENT WETLAND FILL DETAIL

SECTION "A-A"

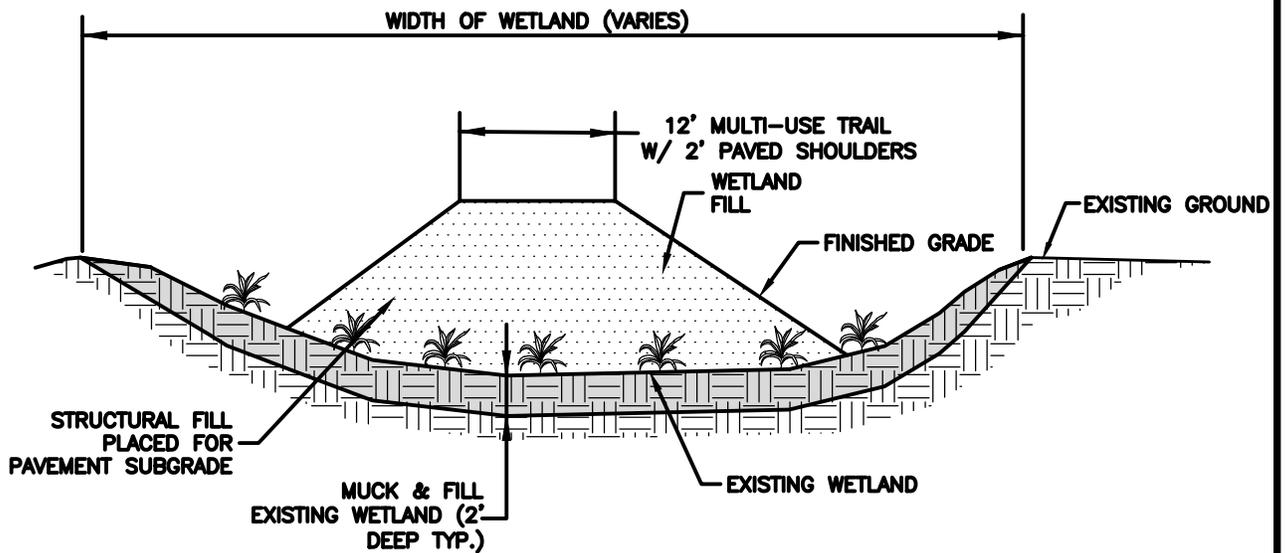
(NOT TO SCALE)

Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

Location:
SUMTER, SC

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

**WETLAND
FILL DETAIL**



TYPICAL WETLAND FILL DETAIL

SECTION "B-B"

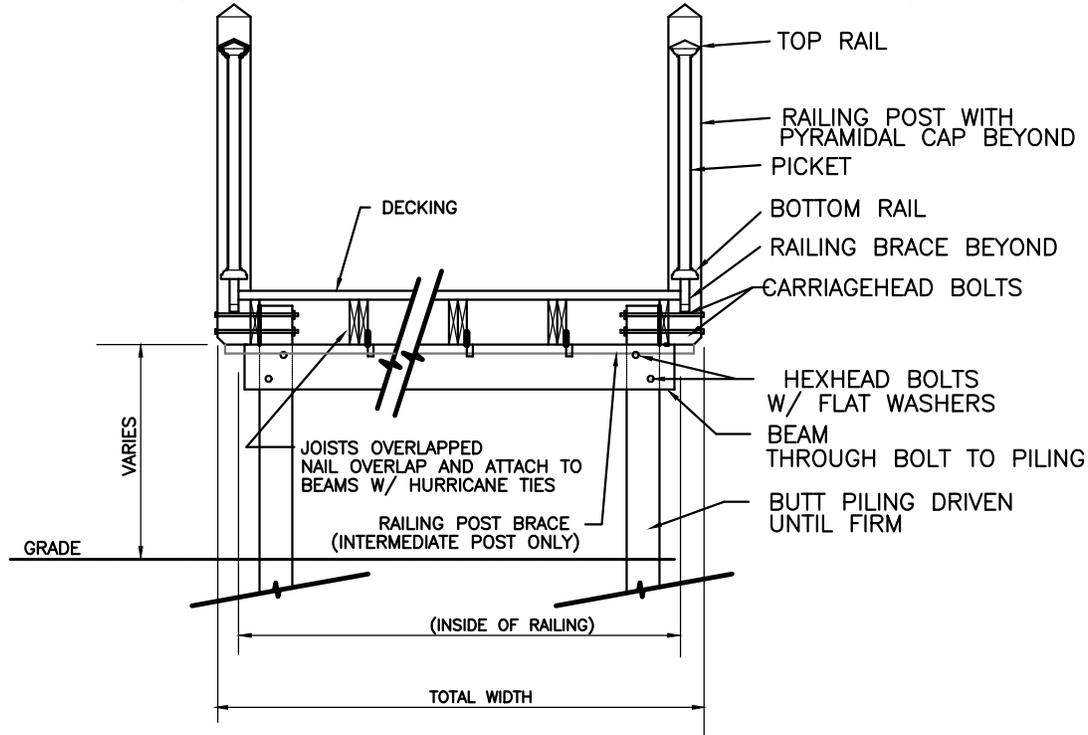
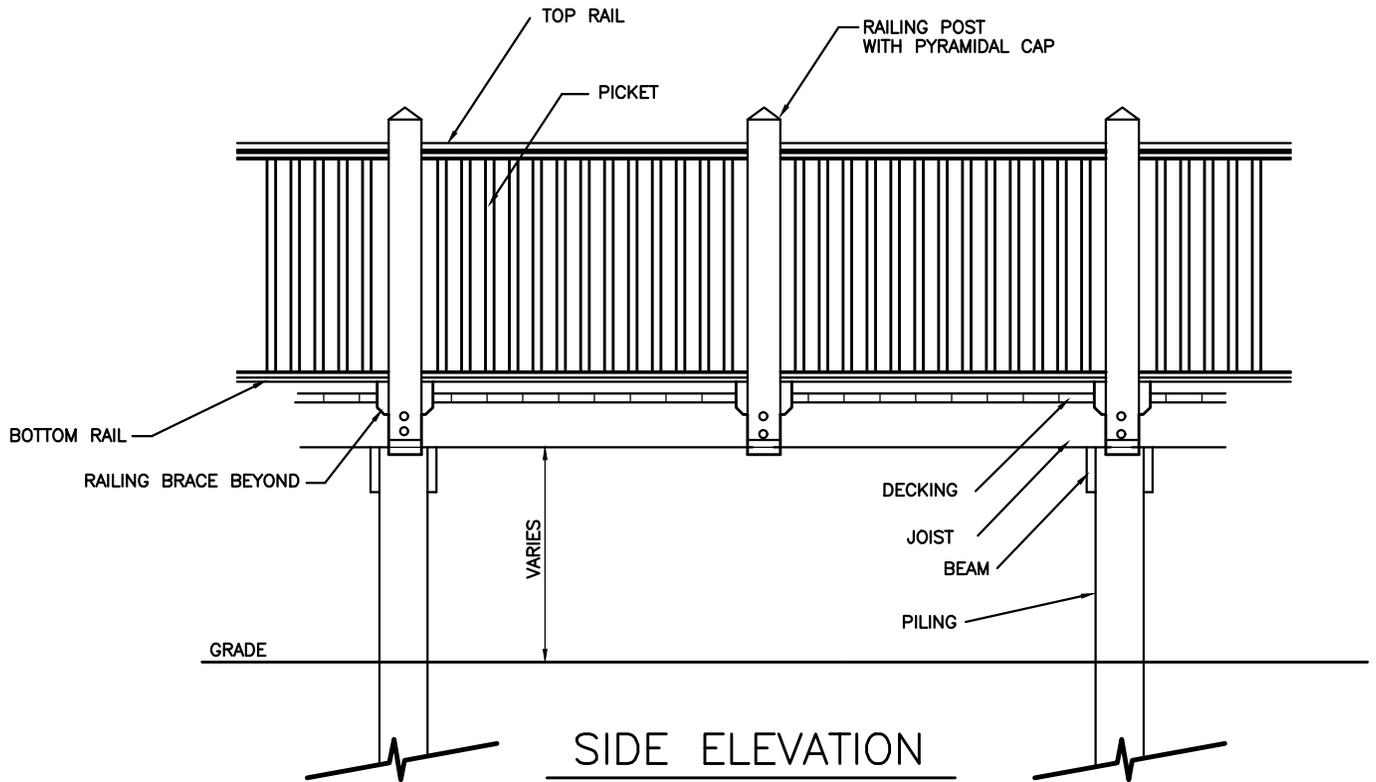
(NOT TO SCALE)

Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

Location:
SUMTER, SC

Applicant:
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111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

**WETLAND
FILL DETAIL**



SECTION THRU
TYPICAL BOARDWALK DETAIL
SECTION "C-C"

Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

Location:
SUMTER, SC

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

***BOARDWALK
DETAIL***

SHOT POUCH GREENWAY

TOTAL SITE = 40.35 Ac.
TOTAL WETLANDS = 16.02 Ac.

JURISDICTIONAL WETLANDS

TOTAL JURISDICTIONAL WETLANDS = 16.02 Ac.

IMPACTS

INFRASTRUCTURE FILL

WETLAND FILL A = 0.00 Ac.
WETLAND FILL B = 0.00 Ac.
WETLAND FILL C = 0.01 Ac.
WETLAND FILL D = 0.39
WETLAND FILL E = 0.26
WETLAND FILL F = 0.00 Ac.

TOTAL = 0.66 Ac.

Activity:
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Applicant:
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111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

SUMMARY

Shot Pouch Greenway

Sumter County, South Carolina

Document in Support of

Application for

Federal & State Permits

December 2018

Prepared By:

Newkirk Environmental, Inc.

1.0 Introduction

1.1 Site Location

The proposed project area, as depicted in the conceptual application drawings, runs north/south along Shot Pouch Branch from Dillon Park to Swan Lake in the City of Sumter, Sumter County, South Carolina. It intersects several neighborhoods and commercial areas along its path as well as several main city roads including Hwy. 76, Broad Street, Miller Road, and Guignard Dr. before it terminates north of Liberty St.

1.2 Site Description

The project area subject to the accompanying Individual Permit application currently contains existing unconnected on-grade trails, paved paths and boardwalks through the Shot Pouch Branch floodplain. The proposed greenway includes cleared upland areas as well as forested uplands and wetlands. These wetlands, including forested swamp, open water, streams and emergent wetlands have been delineated and submitted to the USACE in a jurisdictional request dated May 30, 2017 from McCormick Taylor (Appendix C).

In all, the project area consists of 40.35 acres, comprised of 16.02 acres of freshwater aquatic resources, including wetlands and 24.33 acres of high ground.

2.0 Project Need

As the population of The City of Sumter grows, so too does the demand for greenspace that integrates outdoor recreational opportunities with pedestrian travel and biking as an alternative to conventional modes of transportation. According to *Sumter Connectivity & Greenways Master Plan for Shot Pouch Creek* (Appendix A), the county and city planners and residents anticipate a project that will serve as

....a viable community amenity, designed to connect neighborhoods, encourage recreational walking and biking, and as a catalyst for new niche neighborhood commercial development. In essence, this plan sees a linear park serving as a “spine” for greater connectivity in Sumter.... The Shot Pouch Greenway will be a sustainable central

artery for the community- one that does not require the use of a car! Dozens of Sumter's neighborhoods lie in close proximity and could be easily connected to the greenway. (pg. 5)

3.0 Project Purpose

For clarity purposes, the project purpose statement has been divided into "basic project purpose" and "overall project purpose". This approach is consistent with the evaluation of alternatives required by the 404(b) (1) Guidelines and USACE guidance and may assist the US Army Corps of Engineers (USACE) in conducting its analysis of alternatives.

3.1 Basic Purpose

The basic purpose of the proposed project is to discharge fill material in freshwater wetlands to facilitate access and connectivity to existing amenities along the Shot Pouch Greenway within the City of Sumter South Carolina.

3.2 Overall Purpose

The overall purpose of the proposed project is to construct and complete an economically viable, long-term and sustainable public amenity within the existing Shot Pouch Greenway corridor that will provide access and connectivity to existing and future city parks, neighborhoods, businesses and institutions through alternative, low-impact modes of travel such as walking and biking.

4.0 Project Description

The proposed project is a master-planned greenway within the identified project area that will include construction of a raised multi-use, paved path, incorporation of existing paths and construction of a boardwalk as depicted in the submitted permit application drawings for which this narrative supports. A total of 0.66 acres of jurisdictional aquatic resources will be permanently filled in order to complete the Shot Pouch Greenway path. Specifically, The City of Sumter proposes a fill impact to 0.01 acres designated as Wetland Fill C, 0.39 acres designated as Wetland Fill D and 0.26 acres designated as Wetland Fill E. These fill sections (illustrated on Sheets 27 and 28 of the application drawings) will consist of a raised 12' paved surface with 2' of slopes on either side of the path and will be properly culverted, where

applicable, so as to maintain hydrology and ecology exchange within the impacted wetland. The fill impacts will provide connectivity to existing paths in uplands that will be re-surfaced as part of the overall project. In addition, the city intends to construct a 925' x 20' wide boardwalk south of Haynsworth Street over the largest expanse of Shot Pouch Branch in the project area.

While The City of Sumter intends to complete the proposed project as soon as possible, there are a number of factors tied to the public funding mechanisms that will ultimately pay for the greenway. These factors would include, but not be limited to, unexpected emergency projects, other unanticipated and unknown city expenditures, the construction work bidding and awards process or natural disasters that could temporarily affect the greenway. Therefore, in order to provide ample time to complete the greenway, the applicant requests that the USACE and SCDHEC consider this application for a 15 year permit.

5.0 Alternatives

5.1 No-action

In a no action alternative, The City of Sumter would not place 0.66 acres of fill material in waters of the U.S. in order to complete the greenway as proposed. Subsequently, the planned project would not go forward as designed and the applicant's overall purpose and the need for the project would fail to be met. The current trail system would degrade over time and without the proposed connectivity, there would no clear use or purpose for the greenway that would be supported by the population.

5.2 Action

The City of Sumter, in light of the stated project need, wishes to implement the proposed project towards meeting the previously stated purpose and goal of the Shot Pouch Greenway. As the greenway includes large swaths of wetlands associated with Shot Pouch Branch, it will be necessary to cross these wetlands to provide continuity and connectivity along the length of the greenway from Dillon Park to Swan Lake. As this proposed project is specific to the geographical area of the existing Shot Pouch Greenway, there are no alternative sites that would meet the stated purpose and need of

the proposed project. If one were to consider alternative sites for the proposed project, then this would inevitably result in a no action alternative for the Shot Pouch Greenway, which, as explained in the previous section, is not a viable alternative to meeting the stated purpose and goals of the project.

As it relates to a linear pathway through wetlands, there are really only three alternative design methods that can be employed. These methods include an on-grade trail, a raised impervious pathway or a boardwalk/bridge. For the size and scope of a project of this nature that intends to draw a significant number of users daily, an on-grade trail is not a practical alternative due to safety concerns, ADA requirements, maintenance requirements and loss of use during or after heavy rain events. Therefore, the only practicable action alternatives for this project include the use of a raised pathway section complete with paved surfaces, appropriate side slopes and culverts or boardwalks/bridges.

While boardwalks/bridges do not require a discharge of fill material into wetlands and therefore by default are considered the least impactful alternative, they are relatively expensive to construct and relatively expensive to maintain. In contrast, raised paved paths require a fill foot print but are significantly less costly to initially construct and maintain over time. As this project is funded with public money raised through Sumter County's Penny for Progress Capital Sales Tax Referendum, the Shot Pouch Greenway shares its funding with numerous other public need projects throughout the county (P4P). Therefore, the city and the county have the fiduciary duty to the tax payers to balance the goals, functions and overall cost to develop a worthwhile project with limited public funds. The result of this balance, in the opinion of The City of Sumter and Sumter County, is the proposed plan subject to the current 404/401 Individual Permit.

The Shot Pouch Greenway currently contains existing paved trails throughout portions of the project area's upland acreage. As part of the overall project, these paths will be reused and repaved to lessen the overall impact to the greenway with impervious surfaces. To connect these existing trails and provide the desired connectivity from Dillon Park to Swan Lake, the city will connect these paths through wetlands utilizing both paved paths

and boardwalks where financially feasible. There are three areas of proposed paved path through wetlands. Wetland Fill C has already been minimized to 0.01 acres total. Proposed Wetland Fill D is 0.39 acres and proposed Wetland Fill E is 0.26 acres. Below is a table illustrating the additional costs of a boardwalk/bridge alternative at each proposed fill section along with why the city ultimately rejected the alternative.

Table of Costs/Savings per Boardwalk Alternative

Impact	Additional Cost	Reason for rejection by applicant
Wetland Fill C (0.01 Ac.)	\$13,500	The proposed impact is less than 0.1 acres (considered by the regulatory agencies as minimal without need for mitigation). The cost of the alternative (boardwalk/bridge) to the public is not practicable for such a minor impact.
Wetland Fill D (0.39 Ac.)	\$504,000	This cost represents almost 13% of the entire cost for the proposed project. This is not a practicable alternative to filling Wetland D when considering the cost to the tax payer.
Wetland Fill E (0.26 Ac.)	\$352,000	This cost represents almost 9% of the entire cost for the proposed project. This is not a practicable alternative to filling Wetland D when considering the cost to the tax payer.

6.0 Avoidance/Minimization

During the planning and design process, the city attempted to minimize wetland impacts to the maximum extent while still accomplishing the project with a duty to the public to save costs where appropriate. This minimization is evident in the incorporation of the configurations and

layouts of the existing paths within the greenway as well as the proposed minimal impacts associated with Wetland Fill B and Wetland Fill C. In addition, the applicant allocated enough funds to span the approximately 925 linear feet of wetlands associated with Shot Pouch Branch between Haynsworth Street and Swan Lake without a permanent fill impact. This minimization of overall wetland impact represents approximately 16% of the total buildout cost of the project.

7.0 Compensatory Mitigation

The applicant proposes to mitigate for proposed impacts in accordance with the USACE Charleston District Compensatory Mitigation Guidelines dated October 7, 2010. When applied to the proposed project, The Charleston District Mitigation Worksheets define a requirement of 6.7 mitigation credits to compensate for the proposed impacts to aquatic resources. These worksheets are included as Appendix B.

At the time of this application, there is currently not a mitigation bank that services the proposed project; however, the applicant anticipates that a bank will be approved in this area during the course of the permit application review period.

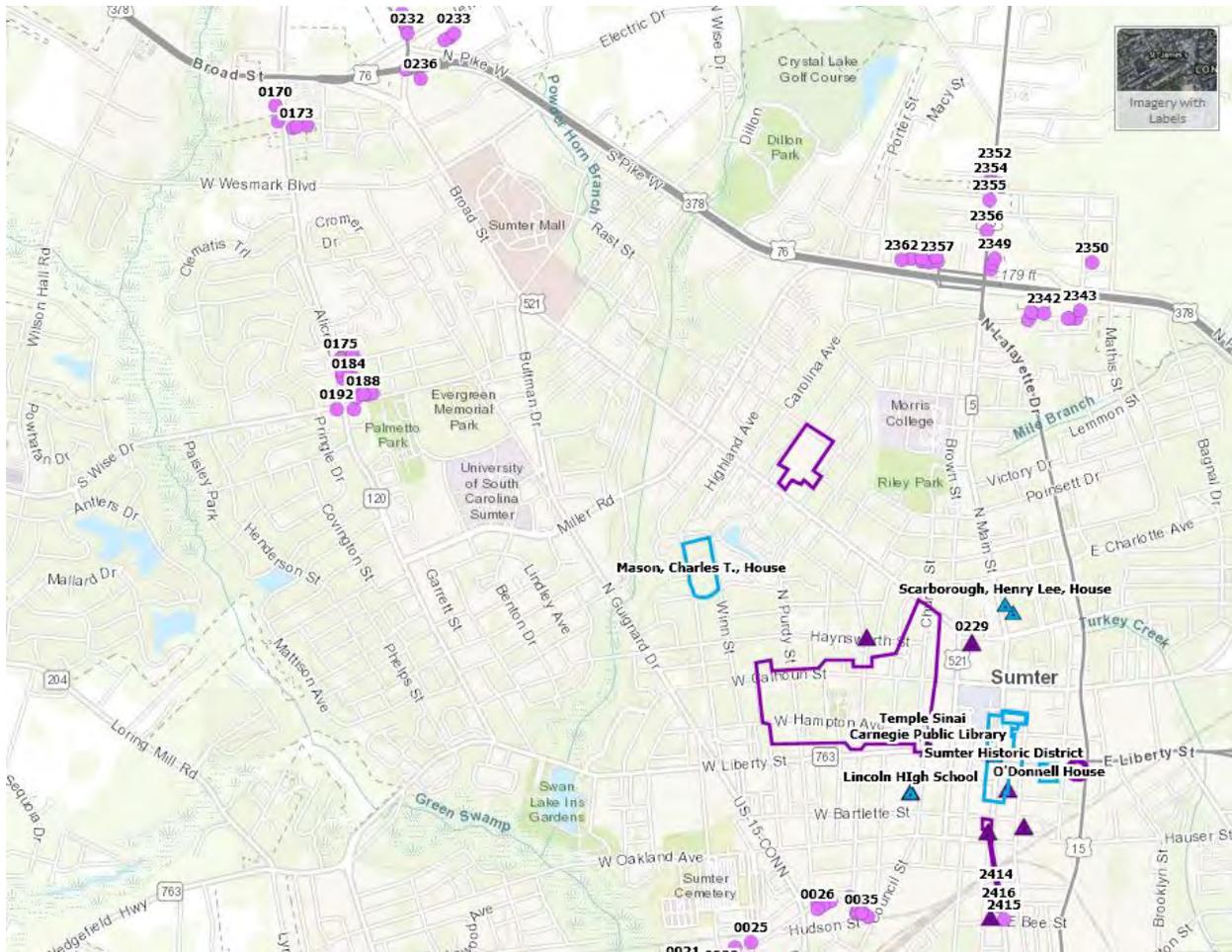
8.0 Stormwater

As required by SCDHEC's NPDES program for all developments prior to construction, there will be an adequate SCDHEC approved stormwater management plan incorporating BMPs and that is capable of meeting the needs of the proposed project. As these plans are not generally designed prior to obtaining a 404 Individual Permit and 401 Certification, the exact locations of such structures and support structures are not known at this point in time. The project engineer has been made aware of and intends to employ accepted stormwater management techniques, where practical, as part of the final stormwater plan to prevent runoff from having adverse impacts to adjacent aquatic features. The location of the implementation of such techniques and structures will be included in the comprehensive stormwater management plan submitted to SCDHEC or local MS4 for approval under the NPDES program.

9.0 Archaeological and Cultural Resources

A review of available data from SCIAA and SCDAAH (Figure 1) does not indicate that the project site is located adjacent to any site(s) listed on the National Register of Historic Places or that any significant or potentially significant historic resources exist on the project site.

Figure 1: SC ArcSite Public Web Map



10.0 Threatened and Endangered Species

On 18 October 2018, Newkirk Environmental, Inc. solicited an Official Species List for the project site through the USFWS IPaC system. The request was assigned consultation tracking number 04ES1000-2019-SLI-0061 and a response from USFWS was received the same day. A copy of the Official Species List is attached to this report as Appendix D.

Based on the linear nature of the proposed impacts, the scope of the overall project and the intended use of the project, it is Newkirk Environmental, Inc.'s opinion that the proposed project will not likely jeopardize the continued existence of any listed threatened or endangered species or a species proposed for such designation. In addition, at the time of this application, the USFWS IPaC system did not indicate any designated critical habitat within or near the project site.

11.0 References

Sumter Connectivity & Greenways Master Plan for Shot Pouch Creek (2014, February).

Retrieved from <http://www.sumtersc.gov/>

About P4P (2018, October).

Retrieved from http://www.sumtercountysc.org/penny_for_progress/about_p4p/index.php

Appendix B: Mitigation Calculation Worksheets

**Shot Pouch Greenway
December 2018
Revised May 2019**

REQUIRED WETLAND MITIGATION WORKSHEET

Determination of Wetland Credits (Last Revised, October 7, 2010)

Factors	Options					
Lost Type	Type C 0.2	Type B 2.0			Type A 3.0	
Priority Category	Tertiary 0.5	Secondary 1.5			Primary 2.0	
Existing Condition	Very Impaired 0.1	Impaired 1.0	Partially Impaired 2.0	Fully Functional 2.5		
Duration	0 to 1 year 0.2	1 to 3 years 0.5	3 to 5 years 1.0	5 to 10 years 1.5	Over 10 years 2.0	
Dominant Impact	Shade 0.2	Clear 1.0	Drain 2.0	Dredge 2.5	Impound/Flood 2.5	Fill 3.0
Cumulative Impact	<0.25 Acre 0.1	0.25-0.99 Acres 0.2	1.0-2.99 Acres 0.5	3.0-9.99 Acres 1.0	≥10.0 Acres 2.0	

Note: The cumulative impact factor for the overall project should be included in the sum of factors for each impacted area on the Required Wetland Mitigation Credit Worksheet.

Required Wetland Mitigation Credit Worksheet

Factor	Impact C	Impact D	Impact E		
Lost Type*	3.0	3.0	0.2		
Priority Category	0.5	0.5	0.5		
Existing Condition*	2.0	2.5	2.0		
Duration	2.0	2.0	2.0		
Dominant Impact	3.0	3.0	3.0		
Cumulative Impact	0.2	0.2	0.2		
Sum of m Factors	R ₁ = 10.7	R ₂ = 11.2	R ₃ = 7.9	R ₄ =	R ₅ =
Impacted Area	A ₁ = 0.01	A ₂ = 0.39	A ₃ = 0.26	A ₄ =	A ₅ =
R x AA =	0.107	4.368	2.054		

Required Wetland Mitigation Credits = $\sum (R \times A) =$

6.5

* “Lost Type” and “Existing Condition” determined from wetland descriptions in McCormick Taylor Jurisdictional Determination Request dated 5/30/17, included as Appendix C.

**Shot Pouch Greenway
December 2018
Revised May 2019**

WETLAND MITIGATION SUMMARY WORKSHEET

Mitigation Summary Worksheet For Permit Application # _____

I. Required Mitigation	Credits	Acres
A. Required Mitigation Credits	6.5	
B. The permittee may be eligible for a 25% reduction in Required Mitigation Credits (A x 0.25).		
C. Total Required Mitigation Credits = A - B	6.5	

II. Third Party Mitigation Credit Summary	Credits	Acres
D. Restoration and/or Enhancement	3.3	To Be Determined by Bank
E. Preservation	3.2	To Be Determined by Bank
F. Total Third Party Mitigation = D+E	6.5	To Be Determined by Bank

III. Permittee-Responsible Mitigation Credit Summary	Credits	Acres
G. Restoration and/or Enhancement		
H. Preservation		
I. Total Permittee-Responsible Mitigation = G + H		

IV. Proposed Mitigation Summary	Credits	Acres
J. Total Restoration and/or Enhancement = D + G	3.3	To Be Determined by Bank
K. Total Preservation = E + H	3.2	To Be Determined by Bank
L. Total Proposed Mitigation = F + I	6.5	To Be Determined by Bank

V. Local Compensatory Mitigation Goals	Yes	No
$PMC \geq RMC$ Are the Credits in Row L greater than or equal to Row C? C?	X	
$PMC \geq \frac{1}{2} RMC$ Are the Credits in Row J greater than or equal to 50% of Row C?	X	

**Shot Pouch Greenway
December 2018
Revised May 2019**

WETLAND MITIGATION SUMMARY WORKSHEET

Mitigation Summary Worksheet For Permit Application # _____

I. Required Mitigation	Credits	Acres
A. Required Mitigation Credits	6.5	
B. The permittee may be eligible for a 25% reduction in Required Mitigation Credits (A x 0.25).		
C. Total Required Mitigation Credits = A - B	6.5	

II. Third Party Mitigation Credit Summary	Credits	Acres
D. Restoration and/or Enhancement	3.3	To Be Determined by Bank
E. Preservation	3.2	To Be Determined by Bank
F. Total Third Party Mitigation = D+E	6.5	To Be Determined by Bank

III. Permittee-Responsible Mitigation Credit Summary	Credits	Acres
G. Restoration and/or Enhancement		
H. Preservation		
I. Total Permittee-Responsible Mitigation = G + H		

IV. Proposed Mitigation Summary	Credits	Acres
J. Total Restoration and/or Enhancement = D + G	3.3	To Be Determined by Bank
K. Total Preservation = E + H	3.2	To Be Determined by Bank
L. Total Proposed Mitigation = F + I	6.5	To Be Determined by Bank

V. Local Compensatory Mitigation Goals	Yes	No
PMC ≥ RMC Are the Credits in Row L greater than or equal to Row C?	X	
PMC ≥ ½ RMC Are the Credits in Row J greater than or equal to 50% of Row C?	X	

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 _____, 2019, 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 City of Sumter, 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 inside, and under certain circumstances, outside that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

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

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

E. Purchaser desires to procure compensatory mitigation in connection with the project known as "Shot Pouch Greenway" pursuant to USACE Charleston District permit SAC-

2017-00887 (the "Permitted Project"), which is located outside the Service Area and outside the Bank's Watershed;

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

AGREEMENT

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

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

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) ZERO and 00/100 (0.00) stream mitigation credits (the "Stream Credits") and (b) THREE and 30/100 (3.30) freshwater wetland enhancement/restoration mitigation credit and THREE and 20/100 (3.20) freshwater wetland preservation mitigation credits (the "Wetland Credits", and together with the Stream Credits, the "Credits") from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 4 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. Fee for Out of Primary Service Area Credit Sales. Purchaser agrees to pay a fee (the "Out-of-Basin Fee") to compensate Seller for the incremental wetland acreage and stream linear footage that must be deducted from the Bank's ledger to compensate for use of the Bank's credits to compensate for the Permitted Project's unavoidable adverse impacts occurring outside the Service Area and outside the Bank's Watershed. The Out-of-Basin-Fee shall be calculated as the sum of (a) 0.7647 Wetland Credit, which represents the functional acres of wetlands deducted from the Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-wetland-credit price defined in Section 4 below, and (b) 0.0000 Stream Credit, which represents the functional linear feet of stream deducted from the

Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-stream-credit price defined in Section 4 below.

4. Purchase Price. The purchase price for the (a) Stream Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 (\$0.00); (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of ONE HUNDRED THIRTY THOUSAND and 00/100 (\$130,000.00); and, (c) Out-of-Basin Fee of FIFTEEN THOUSAND TWO HUNDRED NINETY-FOUR AND 12/100 (\$15,294.12), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED NINETY-FOUR and 12/100 (\$145,294.12) (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.

5. 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.

6. 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.

7. Miscellaneous

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

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

With a copy to:

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

Purchaser: City of Sumter
Attention: Jason Stoddard
12 West Liberty Street
Sumter, SC 29150

With a copy to:

City of Sumter
Attention: Planning Director, Mr. McGregor
P.O. Box 1449
Sumter, SC 29151

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:

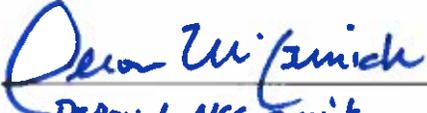
SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: _____

Printed:

Its:

PURCHASER: CITY OF SUMTER

By:  _____

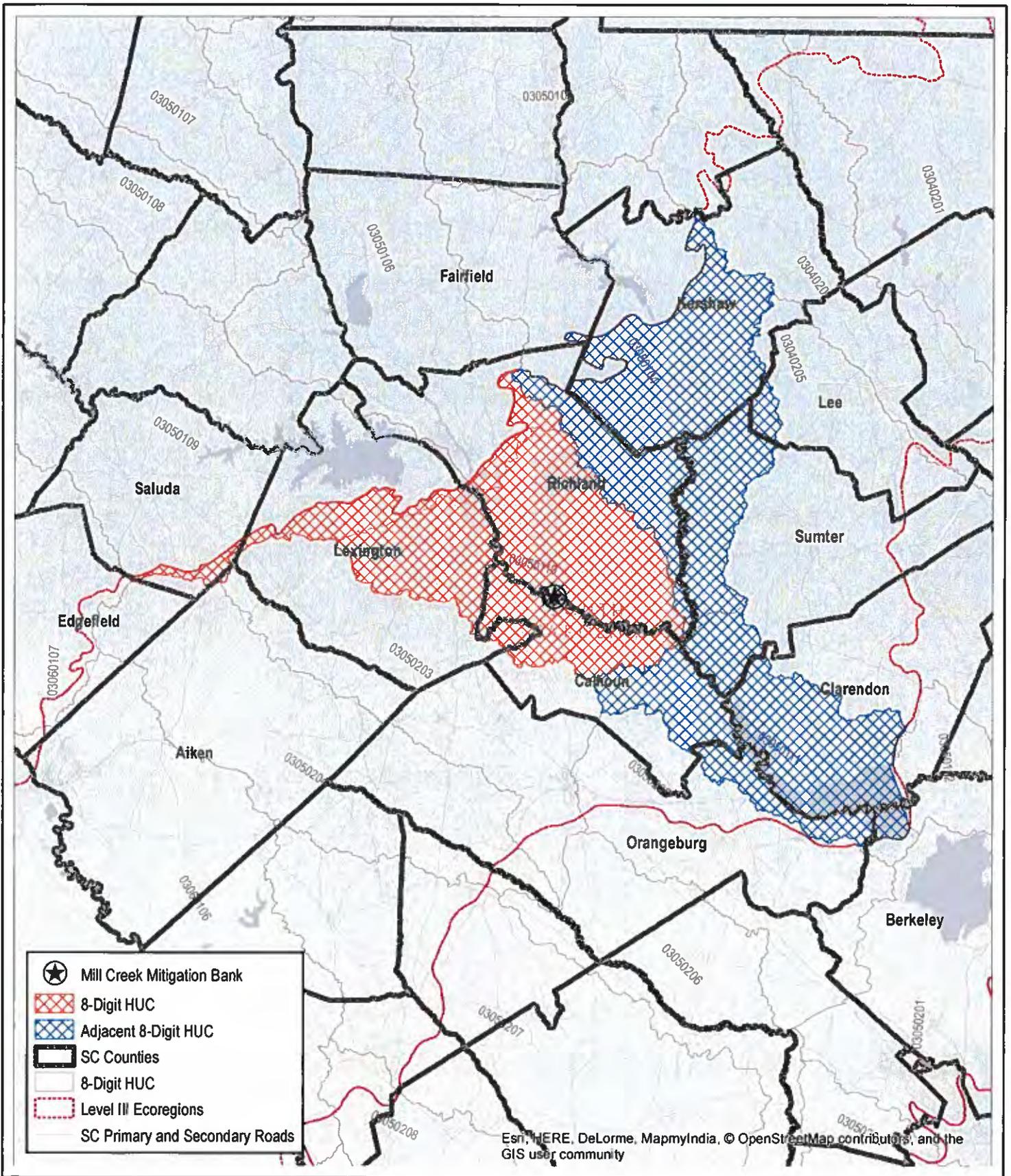
Printed:

Its:

DERON L. MCCORMICK
CITY MANAGER

EXHIBIT A

[Attach map of Service Area]




TIDEWATER
 A **JMT** Division
 952 Houston Northwest Blvd., Suite 100
 Mount Pleasant, SC 29464
 Ph: (843) 556-2624 Fx: (843) 556-4329
 www.JMT.com

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

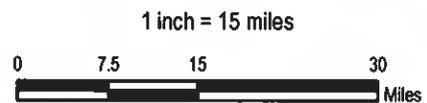


EXHIBIT B

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:

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: February 6, 2020 **Meeting Date:** February 25, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:		Assistant County Administrator	John Thompson, Ph. D

Committee

Subject: Shop Rd. Extension Ph. 1 Road Transfer

Background Information:

During the Right-Of-Way (ROW) phase of this project, the ROW needed for the new roadway was obtained in the name of Richland County. The South Carolina Department of Transportation (SCDOT) agreed to take over this ROW once the construction was completed; however, because SCDOT no longer allows for an increase in their road system mileage, they require that the County take over the ROW of an equivalent lane-mile length of SCDOT roads.

The construction of the Shop Rd. Extension Ph. 1 project has now been completed. This new section of road is 1.06 centerline miles in length which equates to 4.24 lane miles of roadway since the new road consists of four lanes. The County will now have to assume ROW on 4.24 miles of two-lane SCDOT roads.

The Transportation Department coordinated with both the Richland County Public Works (PW) Department and SCDOT to select appropriate roads for this swap. Once the list of roads were chosen, a representative of PW went to each road and evaluated its condition. The roads listed below have been deemed to meet the County’s minimum road standards and are acceptable to staff. These roads are in areas where there is currently a mixture of County and SCDOT so taking over these roads will improve the uniformity of maintenance responsibility in these areas.

- Greengate Drive Hanbury Drive
- Irongate Drive Jodo Drive
- Maingate Drive Wade Kelly Road
- Woodgate Drive Starling Drive
- Mallard Road

Recommended Action:

Staff requests Council to approve the transfer of ROW for the abovementioned roadways from SCDOT to County in order for SCDOT to accept the Shop Rd. Extension Ph. 1 from the County.

Motion Requested:

None

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no funding needs to complete this road transfer. The long-term fiscal impact will be the maintenance of the nine (9) roads.

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

None

Attachments:

1. S.C. Code of Laws, Section 57-5-80. Highway transfers from the state secondary system.
2. Letter from PW County Engineer
3. SC DOT Request For Transfer Documents

Note: The statutes printed below are current as of December 2016. To ensure that no changes have been made to the statutory language, consult <http://www.scstatehouse.gov/code/statmast.php>.

S.C. Code of Laws, Section 57-5-80. Highway transfers from the state secondary system.

The department may transfer from the state highway secondary system any road under its jurisdiction, determined by the department to be of low traffic importance, to one of the parties indicated in this section if mutual consent is reached between the department and the party that the road is being transferred to:

- (a) a county or municipality;
- (b) a school;
- (c) a governmental agency;
- (d) a nongovernmental entity; or
- (e) a person.

In all cases, the county or municipality shall have right of first refusal to accept roads into their maintenance responsibility when roads are considered for transfer from the state highway system to a nongovernmental entity or person and in no case may a state road be transferred to a nongovernmental entity unless all persons and businesses located on that road are in agreement with the transfer. Maintenance responsibility for roads transferred from the state highway system pursuant to the provisions of this section shall transfer from the jurisdiction of the department to the jurisdiction of the county or municipality, school, governmental agency, nongovernmental entity, or person, effective upon notice from the department of official action removing the road from the state highway system. Notification of the transfer must be given to the county's legislative delegation.

S.C. Code of Laws, Section 57-5-120. Abandonment of section of relocated highway.

The department may abandon as a part of the state highway system any section of highway which may be relocated, and every such section so abandoned as a part of the state highway system shall revert to the jurisdiction of the respective appropriate local authorities involved or be abandoned as a public way. But the department, in its discretion, may retain in the system any such relocated section when it serves as a needed connection to the new section or when it serves as a proper part of the state highway system.

S.C. Code of Laws, Section 57-9-10. Petition to abandon or close street, road or highway; notice thereof.

Any interested person, the State or any of its political subdivisions or agencies may petition a court of competent jurisdiction to abandon or close any street, road or highway whether opened or not. Prior to filing the petition, notice of intention to file shall be published once a week for three consecutive weeks in a newspaper published in the county where such street, road or highway is situated. Notice also shall be sent by mail requiring a return receipt to the last known address of all abutting property owners whose property would be affected by any such change, and posted by the petitioning party along the street, road, or highway, subject to approval of the location of the posting by the governmental entity responsible for maintenance of the street, road, or highway. The Department of Transportation shall promulgate regulations which once

effective will establish the minimum mandatory size, language, and specific positioning of signs pursuant to this section.¹

S.C. Code of Laws, Section 57-9-20. Court shall make determination.

If the court shall determine that it is to be the best interest of all concerned that such street, road or highway be abandoned or closed, the court shall then determine in whom the title thereto shall be vested and issue an appropriate order.

S.C. Code of Laws, Section 57-9-30. Recording of court order.

The clerk of court or register of deeds of the county where the property is situated shall record the order of the court and index the same in the book of deeds to real property.

¹ Regulations are contained in 63-1000 of the South Carolina Code of State Regulations.

**RICHLAND COUNTY
DEPARTMENT OF PUBLIC WORKS**

400 Powell Road
Columbia, SC 29203



January 30, 2020

To: Ms. Kim Toney, Richland County Transportation Department

RE: Transfer of Ownership and Maintenance of Roads from SCDOT to Richland County – Shop Road Extension Phase 1 Road Shop

The roads listed below have been inspected by Staff of the Engineering Division of the Richland County Department of Public Works and found to meet or exceed the minimum road standards for acceptance into Richland County Road Maintenance System (RMS):

Greengate Drive

Hanbury Drive

Irongate Drive

Jodo Drive

Maingate Drive

Wade Kelly

Woodgate Drive

Starling Drive

Mallard Road

Please feel free to contact this office with any questions or concerns.

Sincerely,

A handwritten signature in blue ink, which appears to read "Stephen Staley".

Stephen Staley, PE

County Engineer

Department of Public Works

Engineering Division

**REQUEST FOR TRANSFER OF ROAD FROM STATE SECONDARY
SYSTEM TO ANOTHER GOVERNMENTAL AGENCY**

(REVISED 06/27/2019)

DESCRIPTION OF SECTION OF ROAD TO BE TRANSFERRED

COUNTY: RICHLAND ROAD NUMBER: ROAD SWAP ROAD NAME: SEE ATTACHED

LENGTH TO BE TRANSFERRED: 4.16 MILES

BEGINNING POINT: _____ ENDING POINT: _____

DESCRIPTION: (PLEASE ATTACH LOCATION MAP)

MULTIPLE ROUTES SEE ATTACHED SPREADSHEET AND MAPS

ACCEPTANCE OF MAINTENANCE RESPONSIBILITY

IT IS REQUESTED THAT THE ABOVE DESCRIBED ROAD BE REMOVED FROM THE STATE HIGHWAY SYSTEM. OWNERSHIP AND MAINTENANCE OF THIS ROAD WILL BECOME THE RESPONSIBILITY OF THE ENTITY LISTED BELOW. BY SIGNING BELOW, THE ENTITY ACKNOWLEDGES THAT THE ROAD MUST REMAIN OPEN TO THE PUBLIC UNLESS CLOSED PURSUANT TO APPROPRIATE LOCAL ROAD CLOSING PROCEDURES OR THE STATUTORY ROAD CLOSING PROCESS FOUND IN S. C. CODE SECTION 57-9-10, et seq.

GOVERNMENTAL AGENCY: _____
PLEASE TYPE OR PRINT

NAME: _____
PLEASE TYPE OR PRINT

TITLE: _____
PLEASE TYPE OR PRINT

SIGNED: _____ DATE: _____

NOTE TO DISTRICT ENGINEERING ADMINISTRATOR:

THIS COMPLETED FORM AND MAP SHOULD BE FORWARDED TO:

SCDOT DIRECTOR OF ROAD DATA SERVICES
955 PARK STREET - ROOM 515, P.O. BOX 191
COLUMBIA, S.C. 29202

**BASIS FOR TRANSFER
(TO BE COMPLETED BY SCDOT)**

CHECK ONE OF THE (2) TWO OPTIONS BELOW AND COMPLETE:

1. TRANSFER OF ROADS FROM THE SECONDARY SYSTEM (SWAP MILES ONLY)

ENTER DETAILS OF ROADS TO BE TRANSFERRED INTO THE ROAD SWAP DETAILS SPREADSHEET. PRINT AND ATTACH THE SPREADSHEET TO THIS FORM. IF THE SWAP INVOLVES MORE THAN ONE STATE ROUTE, ON PAGE 1 ENTER "ROAD SWAP" FOR THE ROAD NUMBER AND "SEE ATTACHED" FOR THE ROAD NAME. THE NUMBER OF LANE MILES ADDED TO THE STATE SYSTEM SHOULD NOT EXCEED THOSE REMOVED.

2. TRANSFER OF ROADS FROM THE SECONDARY SYSTEM (NO SWAP MILES)

TRANSFER CHECKLIST (CHECK APPROPRIATE BOXES BELOW)

- ROAD IS NOT REQUIRED FOR DEPARTMENT PURPOSES
 ROAD IS OF LOW TRAFFIC IMPORTANCE. LIST FUNCTIONAL CLASSIFICATION: _____

THE RIGHT OF WAY LIMITS RETAINED AT THE INTERSECTING ROADS WILL BE ESTABLISHED AS FOLLOWS: ¹

RIGHT OF WAY AT INTERSECTING ROADS SHALL REMAIN AS SHOWN ON ATTACHED PLAN SHEETS FOR ROADS S-1901, S-2409, S-2656, AND S-3972.

ADDITIONAL COMMENTS: _____

¹ A COPY OF THE PLAN SHEET WITH THE NEW RIGHT OF WAY LIMITS SHOULD BE INCLUDED AS NEEDED.

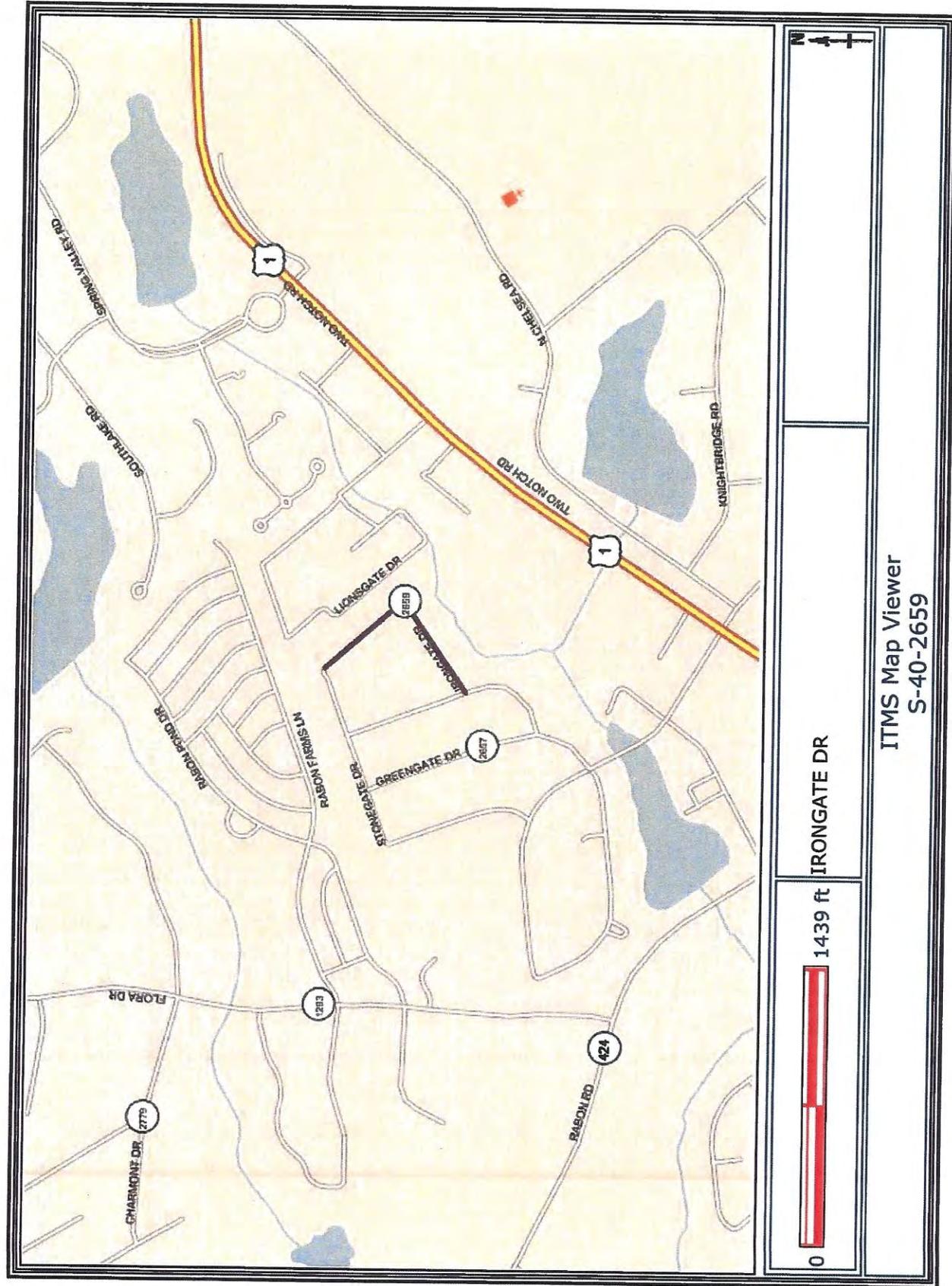
REQUEST SUBMITTED BY: _____ DATE: _____

CONCURRENCE BY: _____ DATE: _____
(DEA or Director)

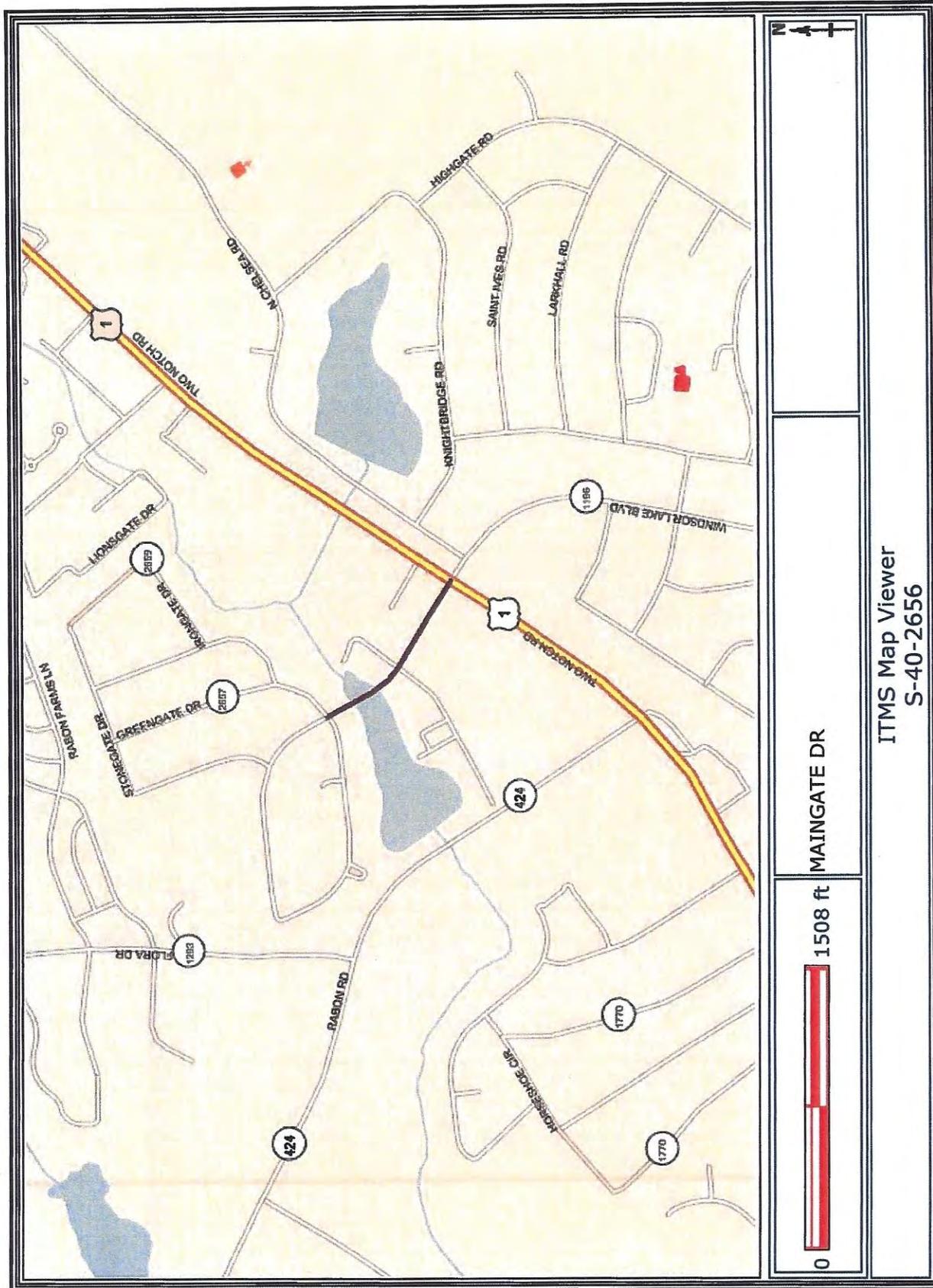
SIGNATURE REQUIRED BELOW ONLY FOR ROUTES ABOVE MAJOR COLLECTOR OR IF SWAP RESULTS IN ADDING LANE MILES TO THE STATE SYSTEM:

APPROVED: _____ DATE: _____

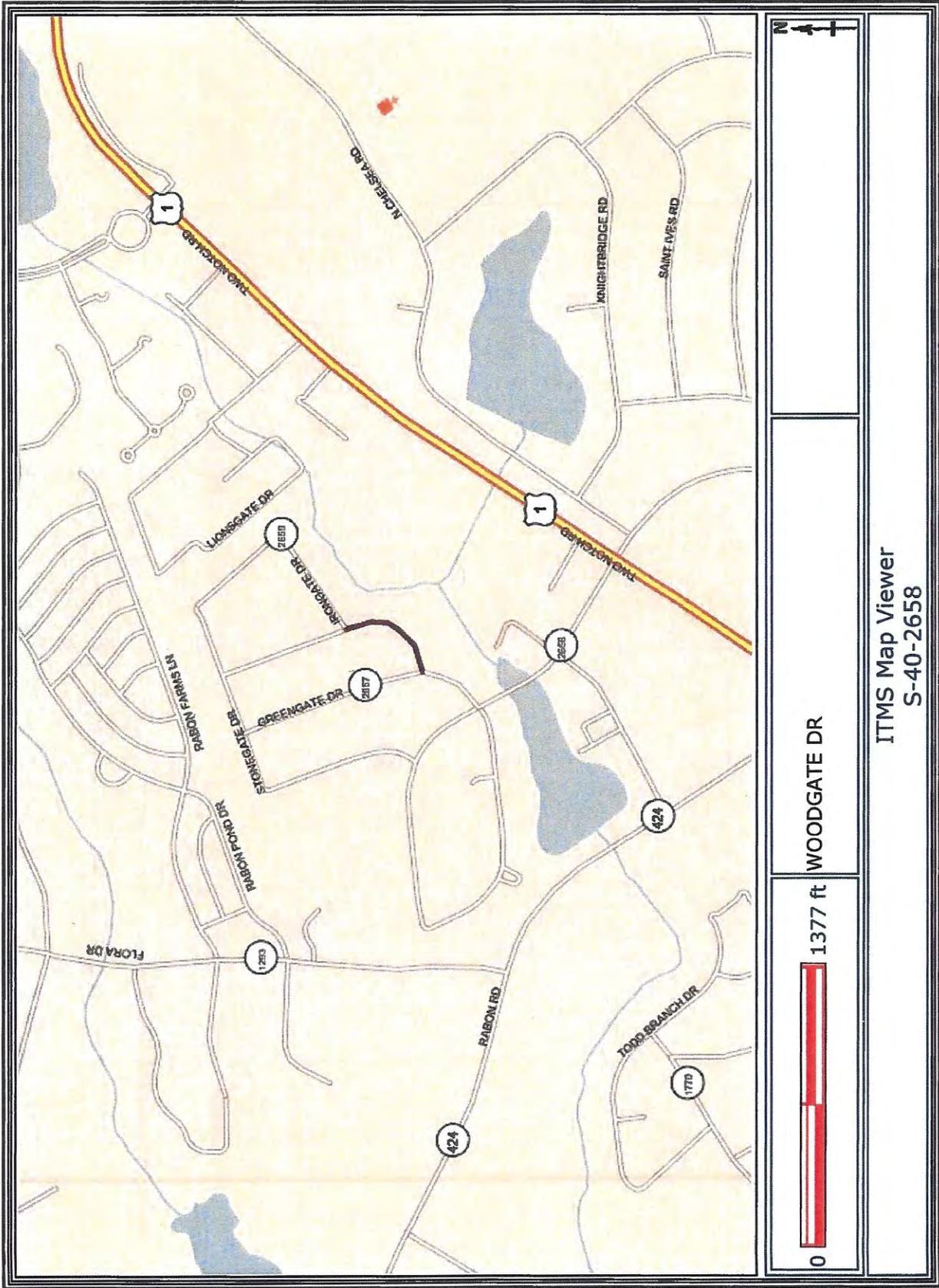
DIRECTOR OF ROAD DATA SERVICES OR DESIGNEE

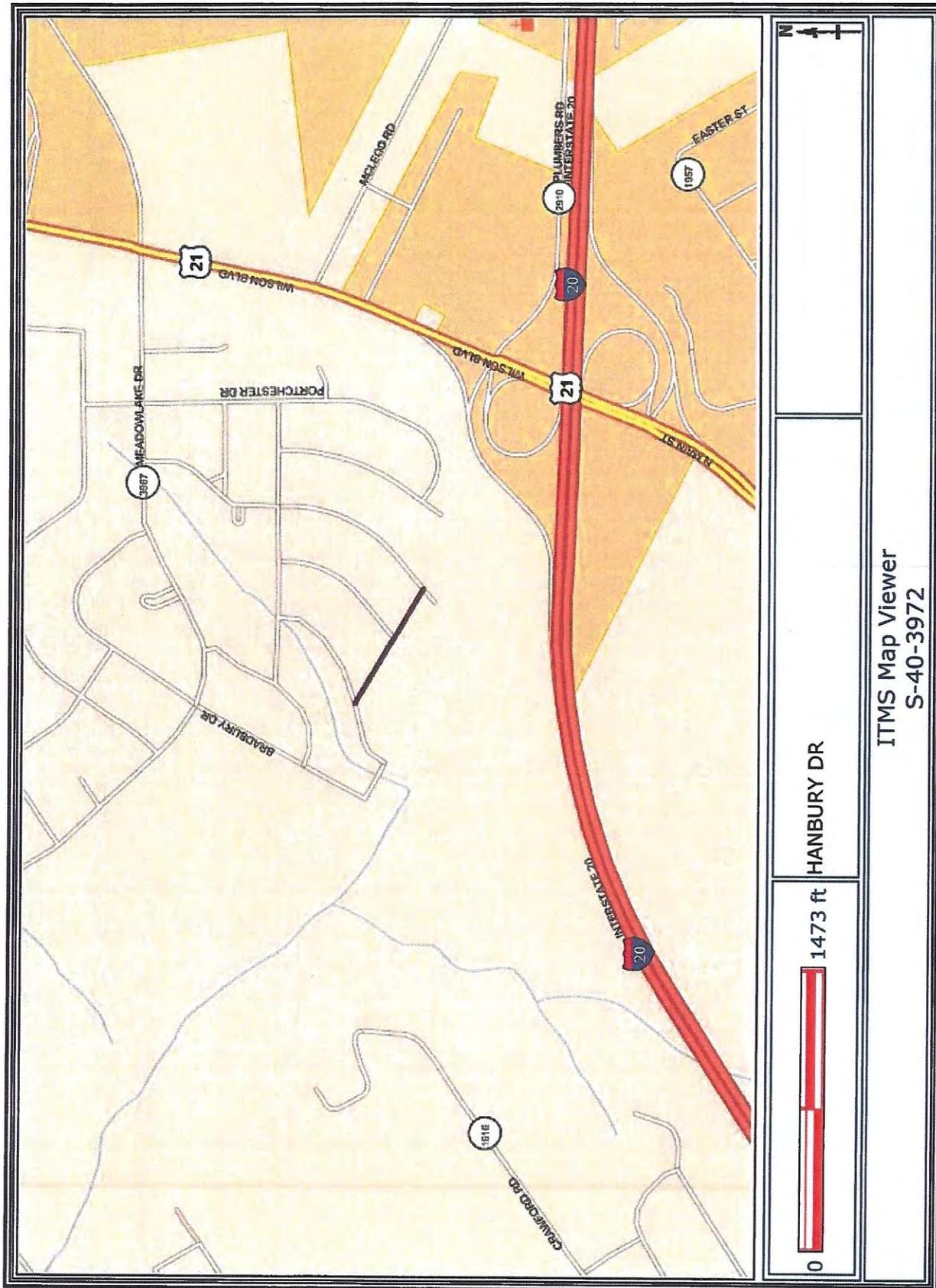


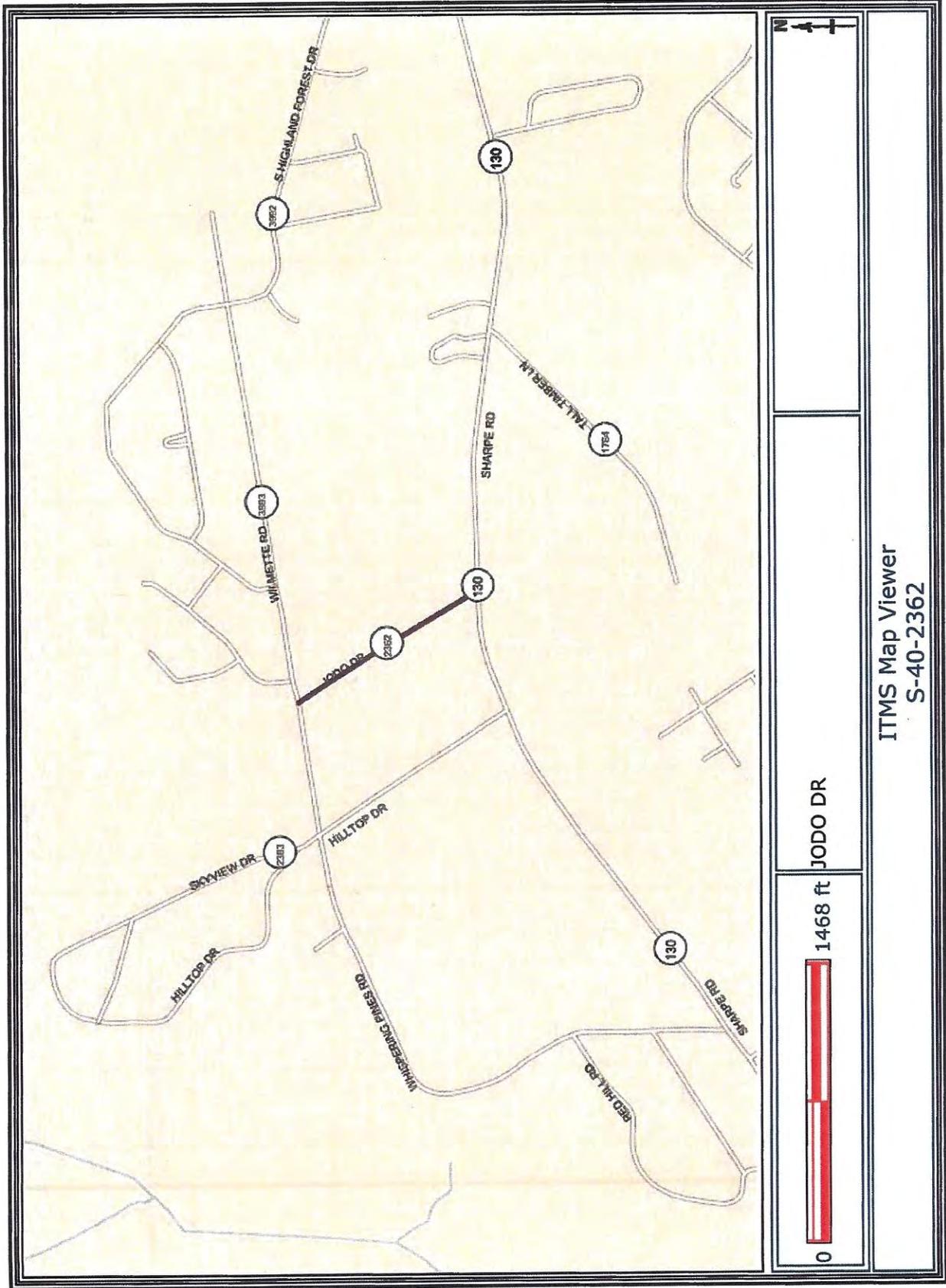
ITMS Map Viewer
S-40-2659

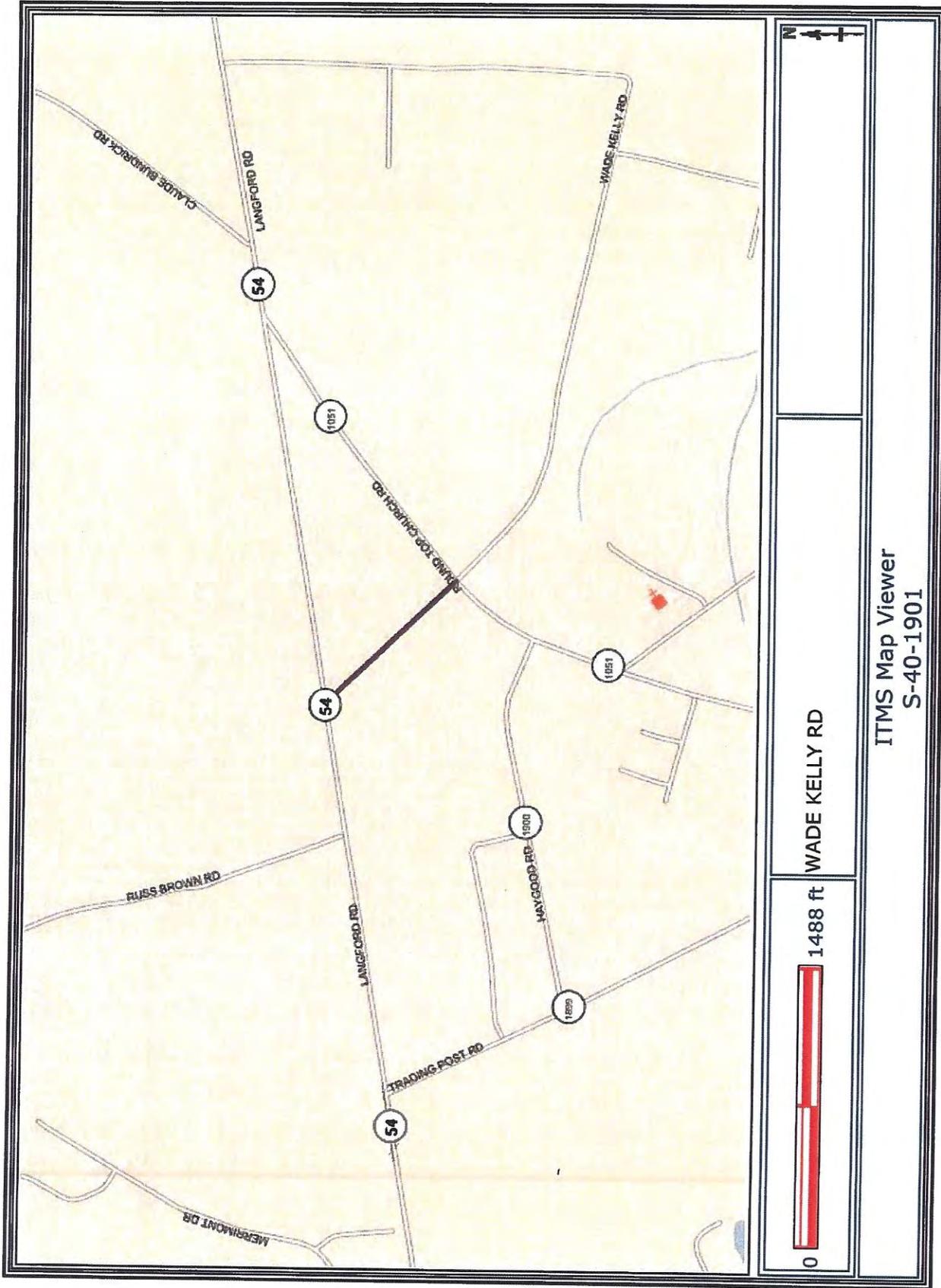


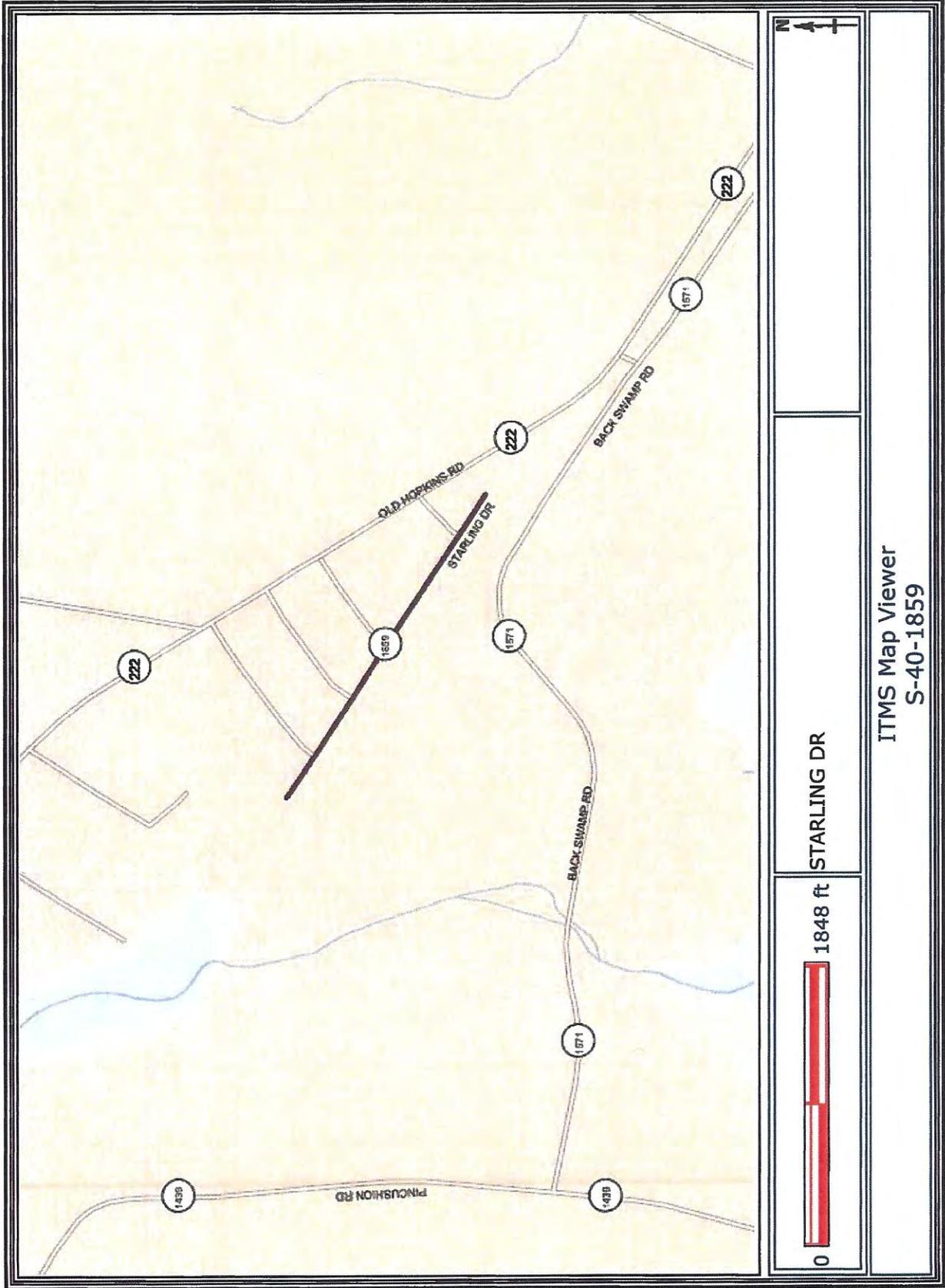
ITMS Map Viewer
S-40-2656

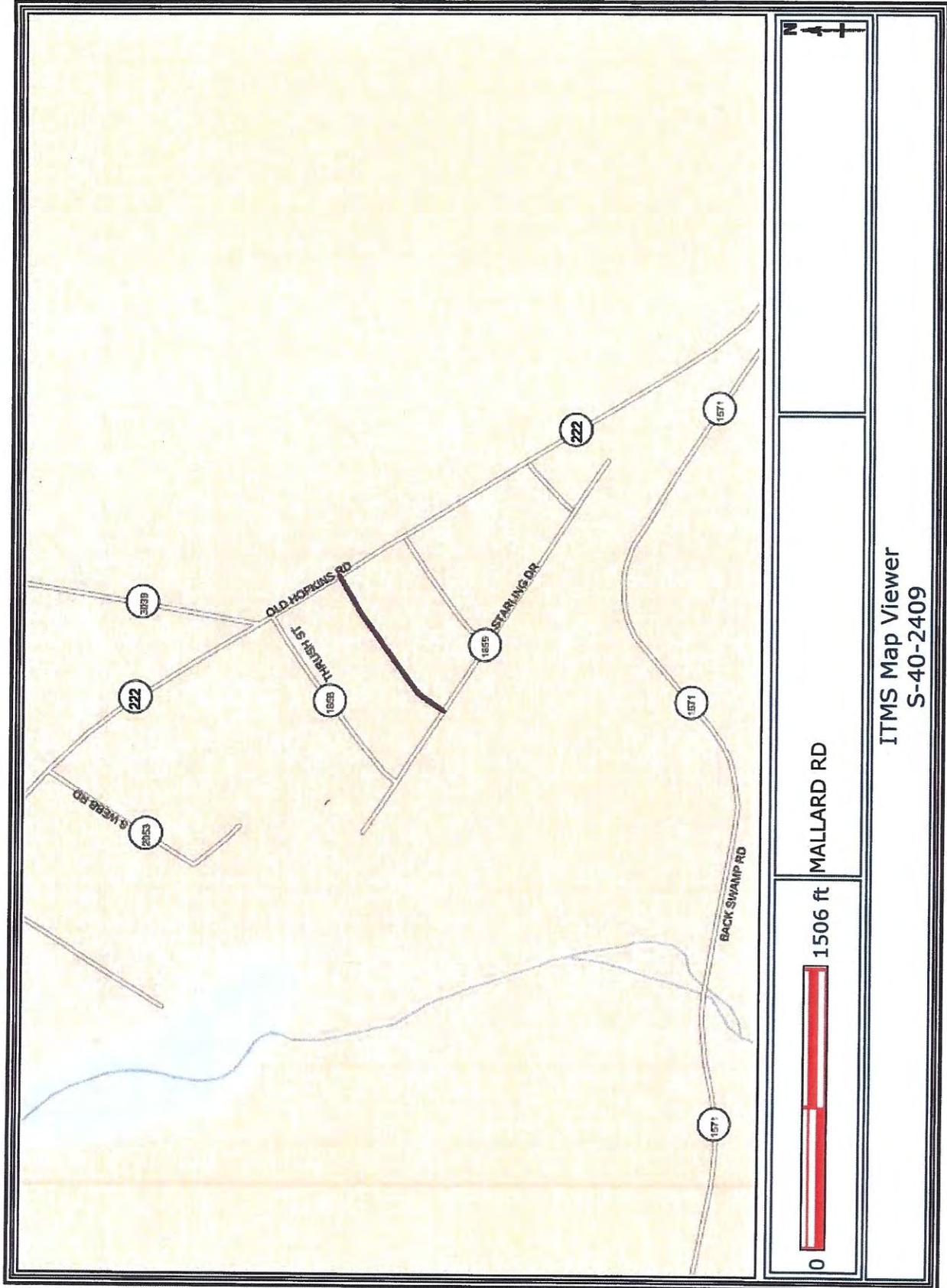






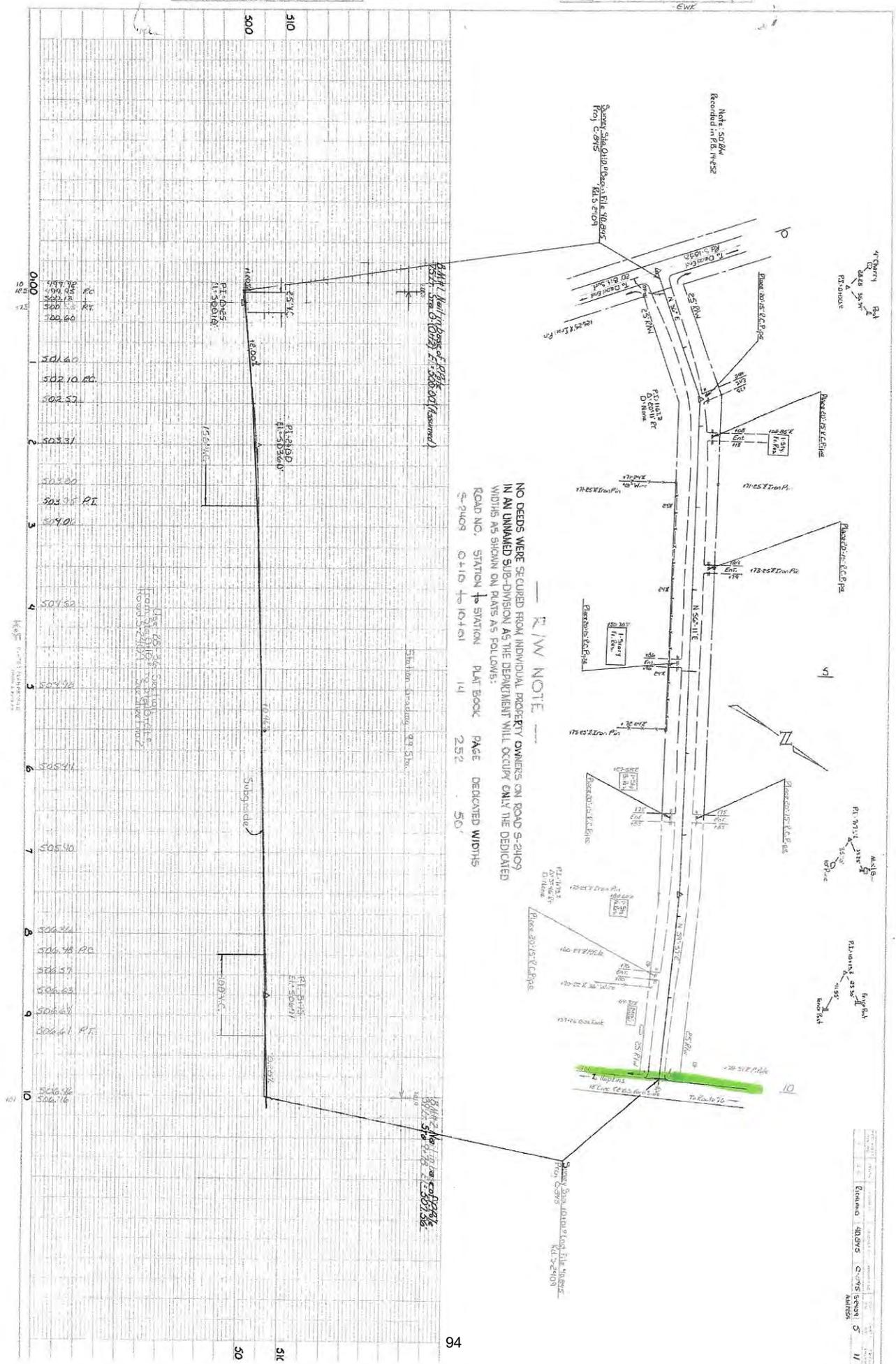






PLAN	DATE	BY
NO. 100	1/15/20	EWK
REV.	REVISION	
1	ADD 10' TO 10+00	

PROFILE	DATE	BY
NO. 100	1/15/20	EWK
REV.	REVISION	
1	ADD 10' TO 10+00	



PROJECT	DATE	BY
Highway 100	1/15/20	EWK
NO. 100	1/15/20	EWK
REV.	REVISION	
1	ADD 10' TO 10+00	

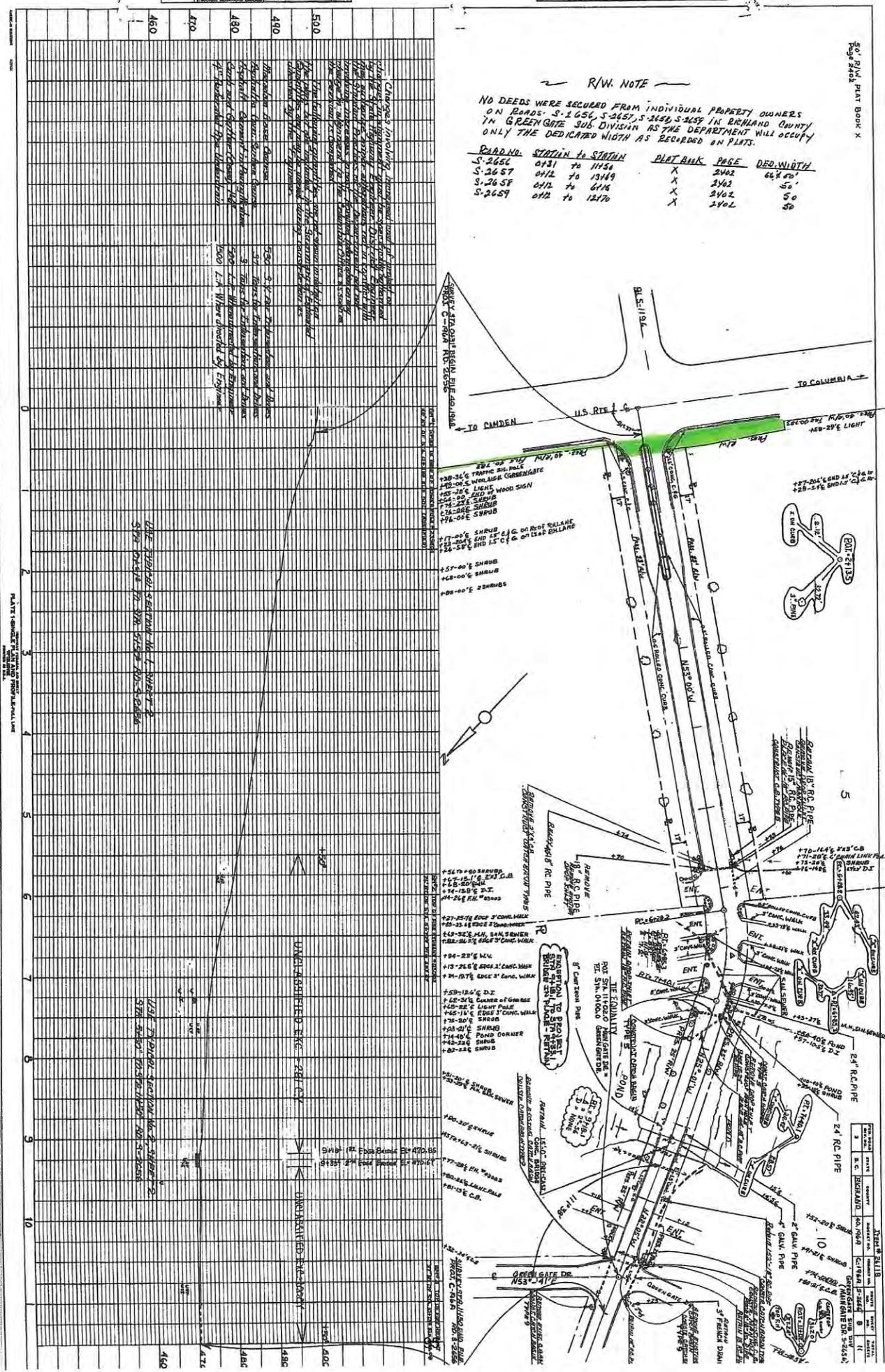
PHONE	NO.	DATE
NOTED	NO.	DATE
NO.	NO.	DATE

PLAN	NO.	DATE
NOTED	NO.	DATE
NO.	NO.	DATE

R/W NOTE

NO DEEDS WERE SECURED FROM INDIVIDUAL PROPERTY OWNERS ON PLOTS S-2656, S-2657, S-2658, S-2659 IN GREENGATE SUBDIVISION IN BURLINGHAM COUNTY IN GREENGATE SUBDIVISION AS THE DEPARTMENT WILL OCCUPY ONLY THE DEDICATED WIDTH AS RECORDED ON PLATS.

ROAD NO.	STATION TO STATION	PLAT BOOK	PAGE	DED. WIDTH
S-2656	0+31 TO 1+51	X	2402	66' 0"
S-2657	0+12 TO 13+49	X	2402	50'
S-2658	0+12 TO 6+16	X	2402	50'
S-2659	0+12 TO 12+70	X	2402	50'



POWER POLES PROPERTY OF
S.C.E. & CO.
TEL. 2905 5 WINDS GROUND
THE CABLES PROPERTY
OF BELL SYSTEM
R/W. 60' BY PLAT. 102, 2148,
OFFICE 514 RECORDED IN
DEED BOOK # 349 PAGE 73



W.M. +72-11'E
E.H. +73-22'E

36" SHRUB 80-11-25-25'E

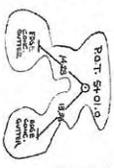
BEGIN CEDAR SHRUBS
80-11-10'E

END SHRUBS 80-11-10'E

W.M. +86-12-1'E

W.M. +77-22'E

W.V. 109-18'E
E.H. 109-22'E



TEL. P.D. 170-24'E

5" PINE 191-22'E

W.M. +19-22'E

60" CHAIN LINK FENCE
+54-24.5'E

W.M. +12-23'E

4" W12 CHAIN LINK
DATA +30-24'E
W.V. +42-17.5'E
E.H. +43-23'E
W.V. +53-18'E

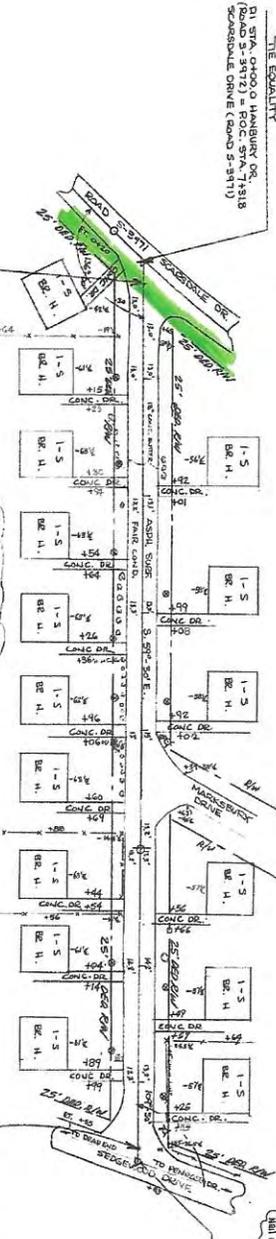


MANHOLES
+64-01.5'E

MANHOLES
+64-01.5'E

MANHOLES
+64-01.5'E

THE EQUILITY
R1 STA. 0400.0 HANBURY DR.
(R2 STA. 3173.0) & POC. STA. 1141.8
COMMERCIAL DRIVE (R200 3171.7)



SURVEY STA. 0+20 BEGIN FILE 40,992
ROAD S-3972

SURVEY STA. 7+55 END FILE 40,992
ROAD S-3972

B.M. #1 Nail in base Power Pole
38.13' E.H. - 129.40' W.V. = 456.41'
S.M. #1 D. ROAD S-3972
B.M. #1 E. ROAD S-3972

NOTE: ALL DISTANCES TO
BACK BEGINS OF CONC.

B.M. #2 Nail in base Power Pole
37.12' E.H. - 129.40' W.V. = 456.41'
S.M. #2 D. ROAD S-3972
B.M. #2 E. ROAD S-3972

460
450
440
430

0 1 2 3 4 5 6 7 30'

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: February 6, 2020 **Meeting Date:** February 25, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:	Assistant County Administrator	John Thompson, Ph. D	

Committee

Subject: Department Budget Control

Background Information:

Typically, when a department receives its annual Council-approved budget, it is allowed to shift funding between projects as needed. This allows the department the flexibility to move forward with a different project in the event that an original project runs into issues that cannot be quickly resolved.

Historically, instead of allowing the Transportation Department this flexibility, the department has been required to receive Council approval any time funds need to be shifted from one project to another in a fiscal year. This sometimes prohibits the department from addressing project costs as they arise and causes undue delays in completing the projects, pushing them back to the next fiscal year.

Recommended Action:

Staff requests that the Transportation Department be allowed to transfer funds between projects in each fiscal year to address project costs as they occur. To maintain transparency of actions taken, the department will provide a list of actions quarterly to the Transportation Ad Hoc Committee.

Motion Requested:

Move to approve the Recommended Action.

Request for Council Reconsideration: No

Fiscal Impact:

None

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

The Transportation Department independently developed its 2020/2021 budget based on information inherited from the PDT and anticipated work to occur in the next two years. This year, historic unknowns existed resulting in some projects being underfunded and others having funding that was not immediately needed. Additionally, project schedule changes delayed some projects and that funding could address shortfalls in others projects. Anticipating actual start of design, acquisition timelines, and construction is not an exact process.

Inter-project transfers do not change the amount of money in the Council approved budget. It does not permanently take funds from projects. It allows the transfer of funding to where it is needed in order to continue work being performed, close out projects, or so work can start sooner than anticipated.

Construction inherently is unpredictable involving long lead items that can increase schedule length, fluctuating material cost, and weather among other variables. Allowing the department to transfer money from one project to another provides flexibility to address financial needs without the delays of bringing the matter to Committee and full Council.

For example:

This year we programmed \$632,020.65 in construction funds for Bluff Road Widening, Phase 2. This project will not go to construction in FY 2020 due to over-referendum projects being placed on hold. Resurfacing Package Q is currently under construction and ahead of its November completion schedule, which will require additional funding this FY that was not anticipated. If the department is granted approval on this item, then we would be able to shift funds as needed to cover shortfalls such as this.

Attachments:



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: February 14, 2020 **Meeting Date:** February 25, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:		Assistant County Administrator	John Thompson, Ph. D

Committee

Subject: Staff Augmentation RFQ Selection

Background Information:

A Request For Qualifications (RFQ) was solicited for a staff augmentation contract to fill 10 positions needed to support the Transportation Department. The positions are listed below.

- Utility Coordinator – Full Time
- Right-Of-Way Manager – Full Time
- Right-Of-Way Agent – Part Time
- Program Control Analyst – Full Time
- Document Control Specialist – Full Time
- Construction Scheduler – Part Time
- Project Estimator – Part Time
- Project Engineer – As Needed
- Subject Matter Expert – As Needed
- Geotech\Testing Technician – As Needed

Seven proposals were received, reviewed by an evaluation team selected in accordance with Article X, Section 2-600 of the Code of Ordinances. All of the offerors are qualified. The seven firms are listed below.

- Denmark, Inc. – Recruiting Agency
- Hussey Gay Bell
- MSS Services, Inc. – Recruiting Agency
- OLH, Inc.
- Volkert, Inc.
- vTech Solutions – Recruiting Agency
- Weston & Sampson Engineers, Inc.

Recommended Action:

Staff anticipates, due to the number of positions being filled, that some firms from this qualified list may provide services in excess off \$100,000. Since it is unknown at this time exactly what position will be

filled using what firm, staff requests Council to approve award to these seven firms on the Staff Augmentation Qualified Vendor List.

Motion Requested:

Request Council to approve award to these seven firms on the Staff Augmentation Qualified Vendor List.

Request for Council Reconsideration: Yes

Fiscal Impact:

It is anticipated that the funding required to support these 10 positions per fiscal year is approximately \$988,165.

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

None

Attachments:

1. Consolidated Evaluation Scores
2. Positions Applied by Company
3. Ranking List-Alphabetical

Staff Augmentation Consolidated Evaluation Scores

Consolidated Evaluations									
Evaluation Criteria	Maximum Points	OLH, Inc.	Hussey Gay Bell	Denmark, Inc.	MSS Services, Inc.	Volkert, Inc.	Weston & Sampson Engineers, Inc.	vTech Solutions	0
RC- Project Name									
Ability & Capability	30								
Evaluator 1		30	15	5	5	20	20	5	0
Evaluator 2		28	28	23	22	25	24	25	0
Evaluator 3		30	30	25	30	30	30	30	0
	90	88	73	53	57	75	74	60	0
Performance History	10								
Evaluator 1		10	5	2	2	8	8	2	0
Evaluator 2		9	8	7	7	8	6	8	0
Evaluator 3		10	10	8	10	10	8	8	0
	30	29	23	17	19	26	22	18	0
Personnel Qualification	40								
Evaluator 1		40	20	10	10	40	40	20	0
Evaluator 2		38	37	26	25	34	34	32	0
Evaluator 3		40	40	30	30	40	40	40	0
	120	118	97	66	65	114	114	92	0
References	20								
Evaluator 1		10	20	5	20	10	5	5	0
Evaluator 2		18	19	17	17	19	19	15	0
Evaluator 3		20	20	15	15	15	20	15	0
	60	48	59	37	52	44	44	35	0
GRANDTOTAL	300	283	252	173	193	259	254	205	0

Staff Augmentation

RC-296-Q-2020

<u>Position</u>	<u>OLH, Inc.</u>	<u>Hussey Gay Bell</u>	<u>Volkert, Inc.</u>	<u>Weston & Sampson</u>	<u>Denmark, Inc.</u>	<u>MSS Services</u>	<u>vTech Solutions</u>
Utility Coordinator		X			X	X	X
Right-of-Way Manager	X				X	X	X
Right-Of-Way Agent	X				X	X	X
Program Control Specialist	X				X	X	X
Document Control Specialist	X				X	X	X
Construction Scheduler	X				X	X	X
Project Estimator	X		X	X	X	X	X
Project Engineer	X		X	X	X	X	X
Subject Matter Expert	X	X	X		X	X	X
Geotech\Testing Technician	X				X	X	X

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

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



Date: February 14, 2020
To: Transportation Ad Hoc
Cc: Michael Niermeier, Director of Transportation
From: Sierra Flynn, Procurement Assistant Manager
Subject: Evaluation of RC-296-Q-2020 "Staff Augmentation"

After a thorough evaluation of the submittals for the above name Request for Qualifications, the evaluation team has ranked the firms and the following short list is provided, in an alphabetical order:

1. Denmark, Inc.
2. Hussey Gay Bell & DeYoung, Inc.
3. MSS Services, Inc.
4. OLH, Inc.
5. Volkert, Inc.
6. vTech Solution, Inc.
7. Weston & Sampson Engineers, Inc.



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: February 6, 2020 **Meeting Date:** February 25, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:		Assistant County Administrator	John Thompson, Ph. D

Committee Subject: North Main CEI Services Contract Approval

Background Information:

Richland County selected eight (8) firms from procurement action RC-223-Q-2020 “Construction, Engineering & Inspection Services” in October 2019. Solicitation RC-312-P-2020, CE&I for North Main Street Widening Project, was advertised on Bid Express January 22, 2020 and closed on February 6, 2020. There were five (5) respondents.

Recommended Action:

The evaluation team recommends awarding the North Main Street Widening Project, CE&I services to the top ranked company, Brownstone Construction Group, not exceed \$165,473.19. Additionally, recommend approval of a contingency amount of \$ 35,484.08 for approved overtime.

Motion Requested:

Move to approve the Recommended Action.

Request for Council Reconsideration: No

Fiscal Impact:

None

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

This is the necessary CE&I services required to complete the North Main Widening project.

Attachments:

- (1) Procurement Ranking List

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

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



Date: February 19, 2020
To: Mr. Leonardo Brown, County Administrator
From: Jennifer Wladischkin, Procurement Manager
Subject: Ranking Report for RC-312-P-2020, Construction, Engineering & Inspection Services for N. Main Widening

This memorandum is to provide a written report of the selection committee's ranking of the submittals for RC-312-P-2020, Construction, Engineering & Inspection Services for N. Main Widening. After a thorough evaluation of the submittals for the above named Request for Proposal, the evaluation team has ranked the firms in the following order:

1. Brownstone
2. OLH, Inc.
3. Michael Baker Intl.
4. Neel-Shaffer, Inc.
5. Mead & Hunt, Inc.

Due to the award being in excess of \$100,000, County Council Approval will be sought.

County Administrator

Date