



Richland County Transportation Ad Hoc Committee

April 26, 2022 - 2:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Jesica Mackey
2. **APPROVAL OF MINUTES** The Honorable Jesica Mackey
 - a. Regular Session: February 22, 2022 [PAGES 2-4]
3. **ADOPTION OF AGENDA** The Honorable Jesica Mackey
4. **ITEMS FOR ACTION** The Honorable Jesica Mackey
 - a. I-20/Broad River Rd. Interchange [PAGES 5-35]
 - b. Mill Creek Mitigation Credit Sales [PAGES 36-38]
5. **ITEMS FOR INFORMATION** The Honorable Jesica Mackey
 - a. Transportation Penny Advisory Committee Updates [PAGES 39-44]
 - b. Correspondence from Rep. Nathan Ballentine [PAGES 45-46]
6. **ADJOURNMENT**



Richland County
Transportation Ad Hoc Committee
February 22, 2021
MINUTES
Council Chambers
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Jessica Mackey, Chair, Bill Malinowski, Derrek Pugh, Paul Livingston, Overture Walker

OTHERS PRESENT: Gretchen Barron, Michelle Onley, Anette Kirylo, Leonardo Brown, Patrick Wright, Lori Thomas, John Thompson, Ashiya Myers, Abhi Despande, Tamar Black, Stacey Hamm, Michael Maloney, Kyle Holsclaw, Justin Landy, Quinton Epps, Randy Pruitt, Dwight Hanna, Allison Steele, Nathaniel Miller and Steven Gaither

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

2. **APPROVAL OF MINUTES**

a. **Regular Session: December 16, 2021** – Ms. Mackey moved, seconded by Mr. Livingston, to approve the minutes as published.

Mr. Malinowski noted an error in the minutes.

Mr. Malinowski moved, seconded by Mr. Pugh, to adopt the minutes as amended.

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

The vote in favor was unanimous.

3. **APPROVAL OF AGENDA** – Mr. Livingston moved, seconded by Mr. Malinowski, to amend the agenda to add the “Election of the Chair”.

Mr. Patrick Wright, County Attorney, stated Item 5(a): “Blythewood Rd. Widening Right-if-Way Condemnations” needs to be taken up in Executive Session.

Mr. Pugh moved, seconded by Mr. Malinowski, to adopt the agenda as amended.

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

The vote in favor was unanimous.

4. **ELECTION OF CHAIR** – Mr. Livingston moved, seconded by Mr. Malinowski, to nominate Ms. Mackey for the position of Chair.

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

The vote in favor was unanimous.

5. **ITEMS FOR ACTION**

- a. **Blythewood Rd. Widening Right-Of-Way Condemnations [EXECUTIVE SESSION]** – Mr. O. Walker moved, seconded by Mr. Livingston, to enter into Executive Session.

Mr. Malinowski inquired why the committee needed to go into Executive Session.

Mr. Wright responded condemnations are legal matters; therefore, it should be discussed in Executive Session.

Mr. O. Walker inquired if there was outside legal Counsel present.

Mr. Wright responded in the affirmative.

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

Opposed: Malinowski

The vote was in favor.

***The Committee went into Executive Session at approximately 4:06PM
and came out at approximately 4:40PM***

Mr. Livingston moved, seconded by Mr. O. Walker, to come out of Executive Session.

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

The vote in favor was unanimous.

Ms. Mackey noted they only discussed Item 5(a): “Blythewood Rd. Widening Right-of-Way Condemnations” in Executive Session.

Mr. O. Walker moved, seconded by Mr. Livingston, to forward to Council with a recommendation to direct Legal to proceed as discussed in Executive Session.

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

The vote in favor was unanimous

- b. **Mitigation Credit Sales -Villages at Congaree Point** – Mr. Maloney stated this project is the sale of three (3) wetland credits for the Village of Congaree Pointe, which will net proceeds of \$60,000 of which \$55,200 will be credited back to the Transportation Penny Program.

Mr. Livingston moved, seconded by Mr. O. Walker, to forward to Council with a recommendation to approve the sale of mitigation credits, which will generate \$55,200, and be created to the Transportation Penny Program.

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

The vote in favor was unanimous

6. **ADJOURNMENT** – Mr. O. Walker moved, seconded by Mr. Livingston, to adjourn.

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

The vote in favor was unanimous

The meeting adjourned at approximately 4:43PM.



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Interim Director
Department:	Transportation	Division:	Click or tap here to enter text.
Date Prepared:	April 5, 2022	Meeting Date:	April 26, 2022
Legal Review	Patrick Wright via email	Date:	April 12, 2022
Budget Review	Abhijit Deshpande via email	Date:	April 7, 2022
Finance Review	Stacey Hamm via email	Date:	April 11, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Committee	Transportation Ad Hoc		
Subject:	I-20/Broad River Rd. Interchange		

RECOMMENDED/REQUESTED ACTION:

Staff requests approval to de-program the \$52,500,000 from the I-20/Broad River Rd. Interchange Project.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

None applicable.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

As part of the original referendum, \$52,500,000 was programmed for the I-20/Broad River Rd. Interchange as part of the South Carolina Department of Transportation's (SCDOT) Carolina Crossroads project. To date, SCDOT has not submitted a request for this funding and has not indicated that they will request it.

On June 21, 2018, former Assistant County Administrator Dr. Sandra Yudicé sent a letter to SCDOT informing them that the County intends to reallocate this funding to other projects within the County. In our recent communication with SCDOT, they will not respond to the letter. They have not formed an Intergovernmental Agreement (IGA) for the project, but they have proceeded into the project using their State program funds and federal interstate funds.

In the current Intergovernmental Agreement with SCDOT, dated February 7, 2014, the language in section 1.C states that "*Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of Richland County Council and applicable law.*"

It is for these reasons that staff requests this funding be de-programmed and considered to be a reserve fund to be made available for use on other Program projects as budgetarily needed.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Dr. Yudicé Letter to SCDOT
2. SCDOT/County IGA
3. Carolina Crossroads - Preliminary Plan Excerpt

**RICHLAND COUNTY
ADMINISTRATION**

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

Attachment 1



June 21, 2018

Leland D. Colvin, P.E.
Deputy Secretary for Engineering
South Carolina Department of Transportation
955 Park Street
Post Office Box 191
Columbia, South Carolina 29202-0191

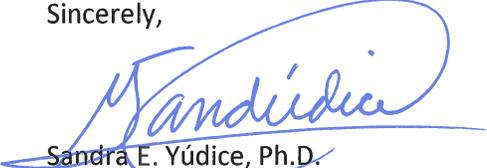
Dear Mr. Colvin:

Richland County is in support of the South Carolina Department of Transportation's (SCDOT) Carolina Crossroads I-20/26/126 Corridor Project, as it will minimize current traffic congestion, while accommodating a greater volume of traffic in the future. The County is aware that this project is included in the Statewide Transportation Improvement Program, which means that there is committed funding available to complete this approximately \$1.4 billion project. More specifically, the County understands that the sources of the project's funding are a combination of a Federal-Aid Interstate Program and State funding established by Act 275.

As you may be aware, included in Richland County's 2012 Transportation Sales Tax Referendum was funding for improvements to the I-20/Broad River Road Interchange. It appears that this specific interchange, along with others, is included in the overall Carolina Crossroads I-20/26/126 project. Because SCDOT has committed funding for the Carolina Crossroads I-20/26/126 Corridor Project, Richland County is informing SCDOT that the County intends to reallocate the previously identified Richland County Transportation Penny Tax funding in the amount of \$52.5 million for the I-20/Broad River Road Interchange to other projects within Richland County. It remains the intent of the County to provide improvements to the SCDOT system for the remaining of the transportation projects.

Thank you for your attention to this matter. If you have any questions or concerns, please contact me at yudice.sandra@richlandcountysc.gov or 803-576-2057.

Sincerely,


Sandra E. Yúdice, Ph.D.
Assistant County Administrator

cc: Christy Hall, Secretary of Transportation
Richland County Council Members (via email)
Larry Smith, Esq., Richland County Attorney (via email)
John M. Thompson, Ph.D., Richland County Director of Transportation (via email)

**Cooperative Intergovernmental Agreement
 Between
 Richland County, South Carolina
 And
 South Carolina Department of Transportation
 For
 Richland County Sales Tax Transportation Program**

THIS AGREEMENT is made this 7th day of February, 2014, by and between Richland County, hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as SCDOT.
 WITNESSETH THAT:

WHEREAS, the County and the SCDOT desire to work together in the planning and implementation of the Richland County Sales Tax Transportation Program and,

WHEREAS, the County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County’s functions covered under this Agreement; and,

WHEREAS, the 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,

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

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to construct and improve certain transportation facilities throughout Richland County using, in part, funds derived from the one (1) cent special sales and use tax imposed by Richland County and approved by referendum held November 6, 2012.

B. Description of Work

The projects for this agreement include only those projects that are listed in Attachment “A” and are hereinafter referred to as the “Project(s)” and the collective group of Projects is hereinafter referred to as the “Program”. The provisions herein shall only apply to Projects listed in Attachment “A” and all are currently on the State Highway System or are proposed to be conveyed to the SCDOT for acceptance into the State Highway System. Unless otherwise agreed, these provisions shall not apply to projects which are to be owned or maintained by the County, a municipality or another non-state entity. Where local roadways tie into state or federal roadways, changes within the SCDOT’s right of way will fall under

the terms of this agreement unless changes are approved by the SCDOT through an encroachment permit.

Prior to project initiation for each project, the County shall identify whether it will develop the Project to maintain eligibility for Federal Transportation Funding. The Projects declared federally eligible shall be developed and constructed to federal standards. The Federal Highway Administration (FHWA) will make the determination of eligibility for Federal Transportation Funding for each Project for which those funds are requested at the time of request for authorization of each phase.

The scope of each individual Project shall be determined by the County during the planning phase of each Project. The County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right of way acquisition, construction and other associated coordination and administrative activities, unless noted otherwise herein.

C. Scope of Work

The scope of the Program has been described in Attachment A. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of Richland County Council and applicable State law.

II. COMMUNICATIONS:

- A. The County and SCDOT agree that regular and thorough communication about this work is essential to the effective execution of the Program. The County and SCDOT further agree that each party will strive to communicate at both the management level and staff level.
 - 1. The County Transportation Director and/or the designated County Representative shall meet with the Program Manager from the SCDOT on an as-needed basis.
 - 2. Additional coordination meetings will be planned and mutually agreed upon as necessary to coordinate the work.
- B. The SCDOT will provide such technical support and advice as requested by the County to assist in the planning and execution of the Program.

III. OBLIGATIONS OF SCDOT:

- A. The County shall prepare, in the SCDOT's name, all documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq, or as specified by the SCDOT. The SCDOT agrees to expedite the review and approval of necessary environmental documentation as it applies within the SCDOT's authority. The SCDOT further agrees to use its best efforts to coordinate with the Federal

Agencies on behalf of the County to expedite the approval of required environmental documentation, if necessary.

- B. To the extent permitted by existing South Carolina law, the SCDOT hereby assumes 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 the SCDOT's part, or the part of any employee or agent of the SCDOT in the performance or participation in the work undertaken under this Agreement.
- C. Upon final completion of Projects on the state system, the County agrees to assign a right of entry or other property rights necessary for the SCDOT to maintain the Project until such time as all rights of way and other property rights are turned over to the SCDOT after the completion of the Project. The SCDOT agrees to accept the Project on the state system for maintenance within 30 days once all obligations of the County have been completed as outlined in Section V.F.5 of this agreement.

IV. OBLIGATIONS OF THE COUNTY:

- A. To the extent permitted by existing South Carolina law, the County hereby assumes 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 the County's part, or the part of any employee of the County in performance of the work undertaken under this Agreement.
- B. The County shall provide or cause to be provided all services for the execution of activities for the planning, development, and delivery of each Project, unless noted otherwise herein.
- C. The County shall reimburse the SCDOT for costs incurred as part of the SCDOT's reviews, coordination, and oversight. The SCDOT will invoice the County no more often than quarterly for those costs.
- D. The cost of each Project shall be borne solely by Richland County unless additional funding is secured through the SCDOT or other sources or as otherwise provided for in this agreement.

V. GENERAL PROVISIONS:

A. Conformance:

All Projects shall be developed and constructed to SCDOT standards and specifications any other applicable legal standards and will be accorded equal priority for completion. The current edition of each standard and specification shall be the edition as of the beginning of the design work for each Project with the expectation that the standards and specifications shall be applicable through the completion of the Project. However, where there is a significant delay in the completion of the design of a Project, the most current standards and specifications may be incorporated into the contract documents. It is the intent of both the

County and the SCDOT to design the Projects in compliance with the applicable standards and specifications. However, both parties recognize that exceptions to these standards and specifications may be mutually beneficial. Such exceptions will be granted if both parties agree.

B. Planning Activities

The County shall consider each Project and shall make a determination as to the exact scope of the proposed improvement. In this planning phase, the County shall consider the following aspects of the Projects in determining the scope of the proposed improvements:

- Public involvement
- Funding
- Environmental considerations including determination of necessary environmental documentation
- Traffic requirements for the Projects based on traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2015 would yield design year traffic projections for the year 2035. Where available, the local Central Midlands Council of Governments (CMCOG) traffic projections would be supplied by the SCDOT for use in these planning activities. Where these CMCOG traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
- Right of way issues and impacts
- Constructability
- Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County

The County will also carry out their work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee each Project for such compliance. This responsibility shall include:

1. Complying with those stipulations and conditions under which the SCDOT received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.
2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing each Project.
3. Carrying out all required social, economic, and environmental studies required by law, and
4. Make all necessary modifications to approved permits as required by law.

The County recognizes that the SCDOT and/or the FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency to complete the Projects and will work with the SCDOT in coordinating and negotiating with the agency to secure the permits. All work performed must be in accordance with the SCDOT's Environmental Consultant Scope, latest edition, and any amendments thereafter, if applicable. Where required by law, the County shall prepare all permit applications in the name of the SCDOT. The County will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements. All permit conditions set by the regulatory agencies must be reviewed and approved by the SCDOT for all roads in the state system.

Upon approval of the SCDOT and other applicable regulatory agencies, Richland County may use credits from environmental mitigation banks controlled by or developed for use by the SCDOT. If credits are used by the County from a mitigation bank controlled by or developed for use by the SCDOT, the County will pay to the SCDOT the costs of these credits as mutually agreed upon by the County and the SCDOT.

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations, or as otherwise specified by the SCDOT. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by the County. The County shall notify representatives of the SCDOT in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required. Projects shall not be advanced to right of way acquisition and/or construction phases until final approval of environmental documentation is obtained.

C. Design Activities

Design of the Projects will be the responsibility of the County except as provided for otherwise in this agreement.

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the SCDOT shall assign Project Identification Numbers to the Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.
2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will comply with the SCDOT's current edition of the "Preconstruction Survey Manual".
3. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, latest edition, including the latest Interim

Specifications thereto. Bridge structures shall be designed with the LRFD criteria. This will include all seismic requirements in accordance with these AASHTO criteria.

4. Upon completion of the work, the County shall certify that the contract documents have been prepared in conformance with the provisions of Items 1, 2, and 3 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.
5. If the County intends to seek reimbursement for state or federal funds that may become available for individual Projects, the County shall comply with all applicable federal and state statutes and regulations to maintain the eligibility of those funds for reimbursement.
6. In the event that state or federal funding becomes available for the Project, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct SCOOT administration or assistance with administration of the Project that would be most advantageous in securing that funding.
7. The SCDOT's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to the County within 30 business days of the time the County submits the pavement design for review.
8. The SCOOT will provide reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the SCDOT at the following stages of the Project: concept (optional), preliminary (optional), right of way and final design. The County shall submit the design in a form that is acceptable to the SCDOT's reviewer. Design reviews will be accomplished by the SCDOT and review comments will be returned to the County within 25 business days of the time the County submits the review documents to the SCDOT. The County will notify the SCDOT at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the County is not required to consider the comments in the revisions to the plans. Comment or failure to comment by the SCDOT shall in no way relieve the County or its agents of any responsibility in regard to individual Projects. Projects shall not be advanced to right-of-way or construction until written authorization is provided by the SCDOT.
9. Design plans and documents submitted for reviews by the SCOOT shall be provided in electronic (.pdf) format. The County shall utilize file transfer protocol (FTP) or other agreed upon platform to transfer the documents to be reviewed.
10. The SCDOT's written "authority to proceed" with right-of-way acquisition activities shall serve as approval for the County to begin right-of-way activities on individual Projects. The SCDOT agrees to provide written notice of "authority to proceed" or

review conunents for the right-of-way plans within 25 business days of the time the County submits the right-of-way plans for review.

11. The SCDOT's written "authority to proceed" with construction shall serve as approval of right of entry and encroachment by the SCDOT for construction of individual Projects by the County. The SCDOT agrees to provide written notice of "authority to proceed" or review comments for the final plans within 25 business days of the time the County submits the final plans for review.
12. In the event that federal funding is sought by the County through the SCDOT, the County shall perfonn a value engineering analysis as required by 23 C.F.R. Part 627.

D. Utility Activities

- I. Utility relocations will be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, etc.). Prior Rights may be established by the following means:
 - a. The Utility holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.
 - b. The Utility occupies SCDOT right of way, and per an existing agreement with the SCDOT, is not required to relocate at its own expense.
2. Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. However, in some cases for municipal, county and special purpose district owned and operated utilities, the County, may elect to use Program funds for all or part of such utility relocation costs.
3. Utility work will be coordinated and executed in accordance with Chapter 5 of the SCDOT Design Manual and Section 105.6 of the SCDOT construction manual.
4. If Federal funds are used for utility relocations, the County shall comply with the applicable State law and the Federal Code (23 CFR 645 A and B) for those utility relocations.
5. Utilities to remain in SCDOT rights of way, or to be relocated to a point within SCDOT rights of way, shall be in accordance with SCDOT's "A Policy for Accommodating Utilities on Highnvay Rights of Way."
6. The County will honor the terms of any pre-existing agreements between the SCDOT and a utility owner.
7. The County will provide utility deliverables as defined in Section VI-E.

E. Right of Way Acquisition Activities

1. The County shall acquire all right-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to the SCOOT and rights-of-way for projects that may or will be using federal funds shall be acquired in accordance with the *United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601 et seq.*, and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedures Act. Title instruments acquired on those routes shall be documented on SCOOT standard forms. The County shall acquire right of way title in fee simple for any Project where utilization of federal funding is contemplated. Right-of-way limits shall be set according to standard SCOOT practices, utilizing the SCOOT Highway Design Manual and the SCOOT Road Design Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway. With respect to the acquisitions:

The County Shall:

- a. Perform title searches for properties to be acquired and provide the SCOOT a Certificate of Title signed by a South Carolina attorney. Preliminary title abstracts must be provided prior to property being appraised.
- b. In accordance with the SCDOT's Appraisal Manual, provide an acceptable appraisal for each tract by an appraiser from the SCDOT's approved appraisal list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. The County shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The Appraisal reviewer shall be approved by the SCOOT. The reviewed appraisal must be approved by the SCDOT's right-of-way representative prior to the offer to purchase being made to the Landowner.
- c. Secure approval from the SCDOT's right of way representative for any settlement above the approved appraisal.
- d. Titles shall be in fee simple absolute by recordable warranty deeds unless otherwise approved by the SCOOT. All titles shall be recorded in the land records of Richland County.
- e. In the event of condemnation the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 *et seq.*, will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. Condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.
- f. Retain all records dealing with property acquisition and all other costs associated with this project for 3 years after the final phase of construction work on the Project. The County or its authorized representative upon request will make such records available for audit and review.

- g. The County is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process.
- h. Provide relocation assistance in accordance with the SCDOT's Relocation Manual. All relocation housing payment offers shall be approved by the SCOOT prior to being offered to displacees. The County shall issue (90) and (30) - day notices of displacement in accordance with State and federal guidelines.
- l. The County shall be responsible for the disposition of all identified improvements being acquired on the Project prior to the obligation date of the construction. The County shall furnish the SCOOT with a list of all surplus properties that are purchased on a Project that are to be conveyed to it. Surplus property is defined as property not needed for current or planned future projects. Proceeds received from the sale of surplus property shall be distributed based on the funding source used to secure the property.
- J. Establish specific milestone dates for the different phases of the right-of-way acquisition and provide bi-monthly reports indicating the status of each individual parcel.
- k. Provide a Right-of-Way Certification in a form acceptable to the SCOOT insuring that all property necessary for construction of the Project has been secured and that all displacees have been relocated prior to advertising for construction bids.

The SCOOT Shall:

- a. Designate a right-of-way representative to approve offers of just compensation as well as any settlements above the approved appraisal amounts.
- b. The right-of-way representative will provide approval for all relocations benefits for those displaced by the project.
- c. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

F. Construction Activities

- 1. The County will construct the Projects in conformance with the technical sections of the SCDOT's current Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County must obtain approval from the SCOOT if there is a circumstance where there may be any significant deviation from the contract documents.
- 2. The County and the SCOOT agree to conduct a final inspection of the completed Project prior to acceptance of the work by the SCOOT.

3. To the extent applicable, materials shall be procured in accordance with Richland County Procurement Procedures and in conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, SCDOT standard policies, and applicable Federal (23CFR635) and State statutes and regulations.
4. The County shall provide administrative, management, Quality Control, and other services sufficient to provide certification to the SCDOT that the construction and the materials used for construction are in conformance with the specifications set forth in the contract documents. The inspectors and/or engineers performing Quality Control or other inspections shall be certified and/or licensed in South Carolina. The County shall ensure testing is performed based on project quantities in accordance with the SCOOT's Construction Manual.
5. The County shall coordinate with the SCOOT during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is substantially complete, the County shall notify the SCDOT of the date for final inspection of the work. The County and the SCOOT shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. As used herein, "Substantial Completion" shall mean when an entire road or other transportation facility is ready for safe use by the public. The County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed and shall advise the SCOOT in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The SCDOT agrees to respond to the County within 20 business days from the time the County submits the Final Completion notification. If additional centerline miles are created by the project, once Final Completion is accepted by the SCDOT, the Project will be presented by SCOOT Staff to the SCOOT Commission. The Commission will determine if additional mileage is to be accepted by the SCOOT.
6. The SCOOT shall conduct construction oversight on all State-maintained roadways at the discretion of the Deputy Secretary for Engineering. All SCDOT costs associated with construction oversight shall be reimbursed by the County in accordance with section IV.C.
 - a. The County, or its agent, shall perform all acceptance sampling and testing in accordance with the quality control (QC) sampling and testing schedule and frequency specified in the SCDOT's Construction Manual.
 - b. The SCOOT will perform independent assurance (IA) sampling and testing on projects with federal funding. For projects that do not have federal funding, the County shall arrange for IA sampling and testing to be performed by an independent qualified entity. All IA procedures shall be in accordance with the SCOOT's Construction Manual.

- c. The SCDOT may at any time ask for, and the County shall immediately provide, any construction inspection or testing related documents. The SCDOT may also perform its own tests, and obtain its own samples, at any time.
 - d. The Project may be subject to periodic reviews/inspections by the SCDOT's Quality Management Team at the discretion of the SCDOT.
7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the SCDOT agree as follows:
- a. Weekly Project field reviews will be made by the County and the SCDOT's construction representatives to discuss project status, mutual concerns and construction issues.
 - b. Contract documents will be furnished to the SCDOT.
 - c. Copies of test results will be submitted to the SCDOT so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the SCDOT.
 - d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.
 - e. Erosion control reviews will be made on a schedule as required in the NPDES General Construction Permit. Erosion Control reviews will be made in accordance with the SCDOT's Supplemental Specification on Seeding and Erosion Control Measures, latest edition. Observations will be documented on the SCDOT's Erosion Control form. The County will apply for and acquire all necessary land disturbance permits such as the NPDES General Construction Permit in the name of the County. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.
8. The County shall obtain SCDOT concurrence prior to awarding the contract. If applicable, the County will include the required Federal Aid Contract Provisions for the contract.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the SCDOT under the terms of this Agreement. Traffic control activities shall be in accordance with the MUTCD (current edition), the SCDOT District 1 Daytime Lane Closure policy (current edition), and the

SCDOT's standard guidelines and standard drawings for maintenance of traffic in a work zone.

B. Maintenance of Project

1. The County shall accept responsibility for normal maintenance of the roadway within the Project limits during construction.
2. The SCDOT shall accept responsibility for normal maintenance of the roadway within the Project limits once the Project has been constructed and accepted by the SCDOT as described in Section V.F.5. above.

C. Tie-in Agreements

Where the limits of the Project meet or overlap into the project limits established for projects that are or will be executed by the SCDOT before the completion of that individual County Project, the County and the SCDOT will develop agreements to outline provisions that would be beneficial to both the County Projects and the SCDOT projects with respect to funding, traffic control, improved safety for the traveling public, coordination of drainage systems, or other design or construction considerations. These agreements will stipulate the funding implications of such provisions and the responsible parties thereof.

D. Encroachment Rights

The SCDOT shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the SCDOT of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by the SCDOT as outlined in Section V.C.9 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.
2. Where applications for encroachment permits with regard to any segment of road covered by the Project are received by the SCDOT, it will forward those applications to the County within 10 business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. The County shall review the applications and return comments within 15 business days.

From and after execution of this Agreement, the SCDOT hereby grants the County access to the Project corridors for the purposes of gathering field information necessary for accomplishing the planning, design, and right of way aspects of the Project. The County

will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Act Section 28-2-70(c).

E. Close-out Documents

Upon completion of the Projects, the County will provide the following Project documentation to the SCDOT.

1. Copies of required environmental documents
2. Design documents
 - a. As described elsewhere in this agreement
 - b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
 - c. Electronic files of the Final Project plans as described in the SCDOT's "Road Design Reference Material for Consultant Prepared Plans".
 - d. Final Stormwater Reports
3. Right of way documents
 - a. Appraisals
 - b. Title search information
 - c. Deeds sufficient to convey to the SCDOT the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
 - d. Correspondence with property owners
 - e. Diaries or agents worksheets related to the acquisition of right of way
4. Construction documents
 - a. As-built drawings - In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. "As-built" plans must be drawn to scale, and be based on the project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. "As-built" utility plans must include at a minimum the following:
 - Survey centerline and existing roadway centerline if different, with labeled stationing.
 - Existing and new right of way lines, and County easement lines
 - Final location of utility lines and appurtenances
 - b. Test reports
 - c. Daily construction diaries

5. Other documents

- a. Assignments to the SCDOT of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the SCDOT's standard form.
- b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
- c. All permits of government regulatory agencies

F. Certifications

Upon final completion of each Project, the County will provide a letter to the SCDOT stating the following:

The County has provided construction oversight and material for Name of Project. The workmanship and materials used in the construction of the Project are in conformance with the contract documents.”

G. Warranty

1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in connection with any Project intended to be turned over to the SCDOT, the County shall assure that those warranties are assignable.
2. The County shall take all steps necessary to transfer to the SCDOT any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

VII. Miscellaneous General Provisions:

A. Disputes

The County and the SCDOT shall cooperate and consult with each other with respect to those Projects intended to be turned over to the SCDOT for maintenance to the extent set forth herein and may utilize the Issues Escalation and Dispute Resolution Process included as Attachment “B” to determine the appropriate person(s) and timeframe to resolve issues that arise. In the event that a dispute arises, the following procedures will be used to resolve the matter.

Any dispute or claim arising out of or related to this Agreement shall be submitted for resolution under the procedures outlined in Attachment “B”. Within (90) days of the date of this Agreement, an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will consist of two members of the County and two members of the SCDOT. These four members shall choose

a fifth member employed neither by the County nor the SCDOT. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the County and the SCDOT. The board shall be empanelled for the entire duration of this Agreement and shall hear all disputes between the County and the SCDOT relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Richland County, South Carolina.

B. Successors/Assigns

The County and the SCDOT each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agree that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

The County will provide opportunities for Disadvantaged Business Enterprises as required by state laws or regulations. The County will coordinate with the SCDOT's DBE Office when establishing goals for specific Projects. The parties hereto and their agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. Where required the parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

D. Enforceability

All of the terms, provisions and conditions of this Agreement shall be binding upon and enforceable by the parties, their respective elected officials, legal representatives, agents and employees and their respective successors.

E. Amendment

This Agreement may be amended or modified only by a written document, which has been signed by the parties hereto, or by their duly authorized officials. The County, or its authorized agent, shall agree to hold consultations with the SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of the Program for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

F. Waiver

No waiver of a breach of any of the covenants, promises or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party hereto to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

G. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive jurisdiction of the courts of Richland County, South Carolina, for resolution of any dispute arising hereunder.

H. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

J. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) three (3) days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

Mr. Tony McDonald
Richland County Administrator
P.O. Box 192
Columbia, South Carolina 29202

Notices to SCDOT:

South Carolina Department of Transportation
Attn: Deputy Secretary for Engineering
PO Box 191
Columbia, South Carolina 29202

K. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed,

acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

L. Assignment

Except as otherwise provided by applicable law, this Agreement may not be assigned by either party without the written consent of the other party.

M. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement, notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any Third-party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

N. Multiple Counterparts

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

O. Prior Agreements, Entire Agreement

All obligations of the parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.

P. Reviews and Approvals

Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RICHLAND COUNTY

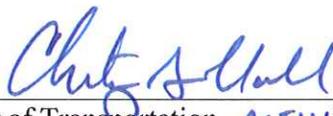
By: 
Kelvin Washington
Chairman, Richland County Council

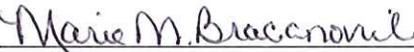
Attest: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

ABD

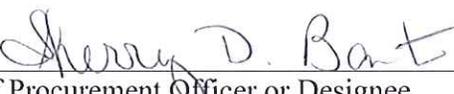
By: 
Secretary of Transportation **ACTING**

Attest: 

RECOMMENDED:

By: 
Deputy Secretary for Engineering or Designee *RKP*

By:  *AA Warner*
Deputy Secretary for Finance and
Administration or Designee

By: 
Chief Procurement Officer or Designee

CERTIFICATION OF SCDOT

I hereby certify that I am the Deputy Secretary of the Department of Transportation of the State of South Carolina and the COUNTY or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

1/31/2014
(Date)

V. M. Fuller
(SCDOT Signature)

CERTIFICATION OF COUNTY

I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is Post Office Box 192, Columbia, South Carolina, 29202 and that neither I nor the above COUNTY I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COUNTY) to solicit or secure this Agreement, or
- (b) Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY can be more advantageously performed by said COUNTY and that said COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the SCDOT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)



COUNTY (Signature)

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Date)
1/31/2014
(Date)



COUNTY (Signature)


SCDOT (Signature)

COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the COUNTY certifies on behalf of the COUNTY that the COUNTY will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Items (1), (2), (3), (4), (5), and (6).

COUNTY: 

SCDOT DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the SCDOT certifies on behalf of the SCDOT that the SCDOT will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the SCDOT's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the County within ten days after receiving notice under Item (4)(b) from any employee involved with the Program or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

SCDOT: 

Attachment “A” List of Projects

2012 Roadway Projects			
Type	Project Name	Begin Location	End Location
Widening	Pineview Rd	Bluff Rd	Garners Ferry Rd
Widening	Atlas Rd	Bluff Rd	Garners Ferry Rd
Widening	Clemson Rd	Old Clemson Rd	Sparkleberry Crossing Rd
Widening	Hardscrabble Rd	Farrow Road	Lake Carolina Blvd
Widening	Blythewood Rd	Syrup Mill Rd	I-77
Widening	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd
Widening	Broad River Rd	Royal Tower Rd	I-26 (Exit 97)
Widening	Shop Rd	I-77	George Rogers Blvd
Widening	Polo Rd	Mallet Hill Rd	Two Notch Rd
Widening	Bluff Rd	I-77	Rosewood Dr
Widening	Blythewood Rd	Winnsboro Rd	Syrup Mill Rd
Widening	Spears Creek Church Rd	Two Notch Rd	Percival Rd
Widening	North Main Street (Phases IA2 & III; II & IV)	Anthony Avenue	Fuller Avenue
Widening	Leesburg Road	Fairmont Rd	Lower Richland Blvd
Special	Shop Road Extension	na	na
Special	Kelly Mill Rd.	na	na
Special	Assembly Street RR Grade Separation	na	na
Intersection	Clemson Rd. and Rhame Rd./North Springs Rd.	Clemson Rd.	Rhame Rd./North Springs Rd.
Intersection	Farrow Rd. and Pisgah Church Rd.	Farrow Rd.	Pisgah Church Rd.
Intersection	Wilson Blvd. and Pisgah Church Rd.	Wilson Blvd.	Pisgah Church Rd.
Intersection	North Main St. and Monticello Rd.	North Main St.	Monticello Rd.
Intersection	Broad River Rd. and Rushmore Rd.	Broad River Rd.	Rushmore Rd.
Intersection	Wilson Blvd. and Killian Rd.	Wilson Blvd.	Killian Rd.
Intersection	Garners Ferry Rd. and Harmon Rd.	Garners Ferry Rd.	Harmon Rd.
Intersection	Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.)	Clemson Rd.	Sparkleberry Ln. (to Mallet Hill Rd.)
Intersection	North Springs Rd. and Risdon Way	North Springs Rd.	Risdon Way
Intersection	Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd.	Hardscrabble Rd.	Kelly Mill Rd./Rimer Pond Rd.
Intersection	Bull St. and Elmwood Ave.	Bull St.	Elmwood Ave.
Intersection	Screaming Eagle Rd. and Percival Rd.	Screaming Eagle Rd.	Percival Rd.
Intersection	Kennerly Rd. and Coogler Rd./Steeple Ridge Rd.	Kennerly Rd.	Coogler Rd./Steeple Ridge Rd.
Intersection	North Springs Rd. and Harrington Rd.	North Springs Rd.	Harrington Rd.
Interchange	I-20/ Broad River Rd.	I-20/ Broad River	I-20/ Broad River

2012 Bike / Pedestrian / Greenway Projects			
Type	Location	Highway Name 1	Highway Name 2
Intersection	Broad River Rd and Bush River Rd		
Intersection	Huger St and Gervais St		
Intersection	Elmwood Ave and Park St		
Intersection	Main St and Elmwood Ave		
Intersection	Elmwood Ave and Bull St		
Intersection	Two Notch Rd and Alpine Rd		
Intersection	Two Notch Rd and Maingate Dr/Windsor Lake Blvd		
Intersection	Two Notch Rd and Brickyard Rd		
Intersection	Two Notch Rd and Sparkleberry Ln		
Intersection	Blossom St and Saluda Ave		
Intersection	Devine St and Harden St/Santee Ave		
Intersection	Two Notch Rd and Decker Blvd/Parklane Rd		
Intersection	Huger St and Blossom St		
Intersection	Huger St and Greene St		
Intersection	Huger St and Lady St		
Intersection	Assembly St and Gervais St		
Intersection	Assembly St and Washington St		
Intersection	Assembly St and Laurel St		
Intersection	Assembly St and Calhoun St		
Intersection	Rosewood Dr and Marion St		
Intersection	Rosewood Dr and Pickens St		
Intersection	Rosewood Dr and Harden St		
Intersection	Rosewood Dr and Holly St		
Intersection	Rosewood Dr and Ott Rd		
Intersection	Rosewood Dr and Kilbourne Rd		
Intersection	Rosewood Dr and Beltline Blvd		
Intersection	Harden St and Gervais St		
Intersection	Garners Ferry and Atlas Road (1)		
Intersection	Garners Ferry Rd and Hallbrook Dr / Pineview Rd (2)		
Intersection	Two Notch Rd and Polo Rd (3)		
Intersection	Polo Rd and Mallet Hill Rd (4)		
Intersection	Assembly St and Greene St (5)		
Intersection	Assembly St and Pendleton St (6)		
Sidewalk	Assembly St	Whaley St	Beltline Blvd
Sidewalk	Clemson Rd	Longtown Rd	Two Notch Rd
Sidewalk	Colonial Dr	Harden St	Academy St
Sidewalk	Broad River Rd	Greystone Blvd	Broad River Bridge
Sidewalk	Blossom St	Williams St	Huger St
Sidewalk	Gervais St	450' west of Gist St	Gist St
Sidewalk	Alpine Rd	Two Notch Rd	Percival Rd
Sidewalk	Blythewood Rd	I-77	Main St
Sidewalk	Broad River Rd	Harbison Blvd	Bush River Rd
Sidewalk	Superior St	Whaley St	Airport Blvd
Sidewalk	Leesburg Rd	Garners Ferry Rd	Semmes Rd
Sidewalk	Two Notch Rd	Alpine Rd	Spears Creek Church Rd
Sidewalk	Gervais St	Gist St	Huger St
Sidewalk	Huger St	Blossom St	Gervais St
Sidewalk	Broad River Rd	I-26	Harbison Blvd
Sidewalk	Park St	Gervais St	Senate St
Sidewalk	Polo Rd	Mallet Hill Rd	Alpine Rd
Sidewalk	Clemson Rd	Two Notch Rd	Percival Rd
Sidewalk	Bratton St	King St	Maple St
Sidewalk	Franklin St	Sumter St	Bull St
Sidewalk	Fort Jackson Blvd	Wildcat Rd	I-77
Sidewalk	Grand St	Shealy St	Hydrick St
Sidewalk	Jefferson St	Sumter St	Bull St
Sidewalk	Lyon St	Gervais St	Washington St
Sidewalk	Magnolia St	Two Notch Rd	Pinehurst Rd
Sidewalk	Mildred Ave	Westwood Ave	Duke Ave
Sidewalk	School House Rd	Two Notch Rd	Ervin St
Sidewalk	Senate St	Gladden St	Kings St
Sidewalk	Shandon St	Wilmot St	Wheat St
Sidewalk	Wildwood Ave	Monticello Rd	Ridgewood Ave
Sidewalk	Windover St	Two Notch Rd	Belvedere Dr
Sidewalk	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd
Sidewalk	Harrison Road	Harrison Rd	Harrison Rd
Sidewalk	Koon	Malinda Road	Farmview Street
Sidewalk	Pinehurst	Harrison Road	Forest Drive
Sidewalk	Prospect	Wilmot Avenue	Yale
Sidewalk	Sunset	Elmhurst Road	River Drive
Sidewalk	Veterans	Garners Ferry Road	Wormwood Drive
Sidewalk	Veterans	Coachmaker Road	Coatsdale Road
Sidewalk	Percival Road	Forest Dr	Decker Blvd
Sidewalk	Polo Rd (7)	Two Notch Rd	Mallet Hill Rd
Sidewalk	Bluff Rd (8)	Rosewood Dr	Beltline Blvd
Sidewalk	Atlas Rd (9)	Fountain Lake Way	Garners Ferry Rd
Sidewalk	Broad River Rd (10)	Royal Tower Rd	Woodrow St
Sidewalk	Broad River Rd (11)	Lake Murray Blvd	Western Ln

2012 Bike / Pedestrian / Greenway Projects			
Type	Location	Highway Name 1	Highway Name 2
Bikeways	Broad River Rd	Greystone Blvd	Broad River Bridge
Bikeways	Harden St	Devine St	Rosewood Dr
Bikeways	Trenholm Rd	South of Dent Middle School	Decker Blvd
Bikeways	Two Notch Rd	Beltline Blvd	Parklane Rd
Bikeways	Hampton St	Pickens St	Harden St
Bikeways	Pendleton St	Lincoln St	Marion St
Bikeways	Sumter St	Washington St	Senate St
Bikeways	Beltline Blvd/Devine St	Rosewood Dr	Chateau Dr
Bikeways	Beltline Blvd	Forest Dr	Valley Rd
Bikeways	Beltline Blvd/Colonial Dr/Farrow Rd	Harden St	Academy St
Bikeways	Bonham Rd/Devereaux Rd/Heathwood Cir/Kilbourne	Blossom St	Fort Jackson Blvd
Bikeways	Chester St/Elmwood Ave/Wayne St	Hampton St	Park St
Bikeways	Clement Rd/Duke Ave/River Dr	Main St	Monticello Rd
Bikeways	Edgefield St/Park St	Calhoun St	River Dr
Bikeways	Gervais St/Gladden St/Hagood Ave/Page St/Senate	Millwood Ave	Beltline Blvd
Bikeways	Sumter St	Blossom St	Wheat St
Bikeways	Huger St/Lady St/Park St	Gervais St (east)	Gervais St (west)
Bikeways	Ott Rd	Jim Hamilton Blvd	Blossom St
Bikeways	Saluda Ave	Wheat St	Greene St
Bikeways	Wheat St	Sumter St	Assembly St
Bikeways	Blossom St	Williams St	Huger St
Bikeways	Gervais St	450' west of Gist St	Gist St
Bikeways	Assembly St	Blossom St	Rosewood Dr
Bikeways	Beltline Blvd	Rosewood Dr	Devine St
Bikeways	Broad River Rd	Bush River Rd	Greystone Blvd
Bikeways	Broad River Rd	Harbison Blvd	Bush River Rd
Bikeways	Decker Blvd/Parklane Rd/Two Notch Rd	Two Notch Rd	Percival Rd
Bikeways	Fort Jackson Blvd	Devine St	Newell Rd
Bikeways	Garners Ferry Rd	Rosewood Dr	True St
Bikeways	Gervais St	Park St	Millwood Ave
Bikeways	Oneil Ct	Decker Blvd	Parklane Rd
Bikeways	Rosewood Dr	Bluff Rd	Garners Ferry Rd
Bikeways	Leesburg Rd	Garners Ferry Rd	Semmes Rd
Bikeways	Gervais St	Gist St	Huger St
Bikeways	Huger St	Blossom St	Gervais St
Bikeways	Shop Rd	Beltline Blvd	Pineview Dr
Bikeways	Blossom St	Assembly St	Sumter St
Bikeways	Bull St	Elmwood Ave	Victoria St
Bikeways	Main St	Elmwood Ave	Sunset Dr
Bikeways	Elmwood Ave	Wayne St	Proposed Greenway Connector
Bikeways	Broad River Rd/Lake Murray Blvd	I-26	Harbison Blvd
Bikeways	Blythewood Rd	Winnsboro Rd	Main St
Bikeways	Clemson Rd	Longtown Rd	Brook Hollow Dr
Bikeways	Clemson Rd	Summit Pky	Percival Rd
Bikeways	Alpine Rd	Two Notch Rd	Percival Rd
Bikeways	Polo Rd	Two Notch Rd	640' south of Mallet Hill Rd
Bikeways	Clemson Rd	Brook Hollow Dr	Summit Pky
Bikeways	Two Notch Rd	Alpine Rd	Spears Creek Church Rd
Bikeways	Pickens St	Washington St	Rosewood Dr
Bikeways	Assembly St	Blossom St	Rosewood Dr
Bikeways	Greene St	Assembly St	Bull St
Bikeways	Bull St/Henderson St/Rice St	Wheat St	Heyward St
Bikeways	Blossom St	Huger St	Assembly St
Bikeways	Whaley St	Lincoln St	Pickens St
Bikeways	Whaley St	Lincoln St	Church St
Bikeways	Craig Rd	Harrison Rd	Covenant Rd
Bikeways	Shop Rd (12)	George Rogers Blvd	Northway Rd
Bikeways	Bluff Rd (13)	Berea Rd	Beltline Blvd
Bikeways	Shop Rd (14)	Northway Rd	Beltline Blvd
Bikeways	Bluff Rd (15)	Rosewood Dr	Berea Rd
Bikeways	Wilson Blvd (16)	I-77	Farrow Rd
Bikeways	Broad River Rd (17)	Woodrow St	I-26 (Exit 97)
Bikeways	Hardscrabble Rd (18)	Farrow Rd	Lee Rd
Bikeways	Hardscrabble Rd (19)	Lee Rd	Lake Carolina Blvd
Bikeways	Pineview Rd (20)	Bluff Rd	Garners Ferry Rd
Bikeways	Atlas Rd (21)	Bluff Rd	Garners Ferry Rd
Bikeways	Broad River Rd (22)	Royal Tower Rd	Woodrow St
Bikeways	Broad River Rd (23)	Lake Murray Blvd	Western Ln
Bikeways	Dutch Fork Rd (24)	Broad River Rd	Rauch Metz

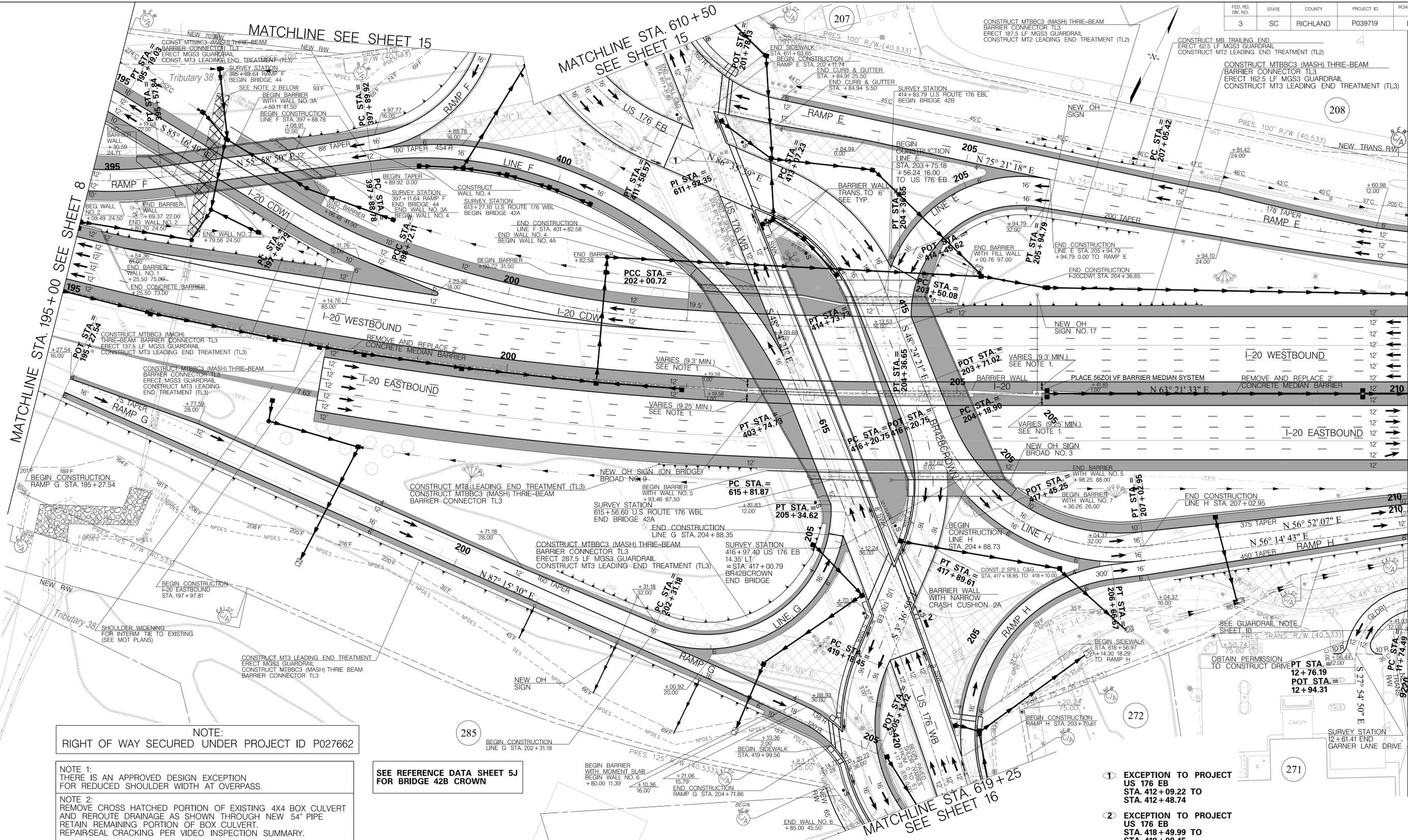
Attachment "B"
Issue Escalation and Dispute Resolution Process

The purpose of this process is to define the different levels of management in the County and the SCOOT that have the authority and responsibility to make decisions when lower levels of staff are unable to resolve issues that may arise during the life of the Program. Such issues should be addressed promptly in order to minimize delays to the Program and to avoid negative impacts to the Program, the County and the SCOOT. The County and the SCOOT agree that if an issue cannot be resolved by the normal process of communications between the County or its designee and the SCDOT's Program Manager, the following procedure will be adhered to by the County and the SCOOT. This diagram describes the escalation process, personnel involved, and time limitations for resolution. Should resolution not be reached in the duration listed below, the next level of management will be informed of the issue and they will then be responsible to make a decision within the allotted time period as shown below. These allotted time periods may be changed based on mutual agreement of the managers working to resolve the issue. Decisions reached through this process will be recorded in writing and signatures of the responsible person from the County and the SCOOT will sign an acknowledgement of the decision made within two days of concluding the decision.

SCOOT (PLANNING, DESIGN, RIGHT OF WAY ISSUES)	SCOOT (CONSTRUCTION ISSUES)	COUNTY	WORK DAYS
Program Manager	District Engr. Administrator	Director of Transportation	2
			
Director of Preconstruction	Director of Construction	Director of Transportation	3
			
Dep. Secretary for Engineering	Dep. Secretary for Engineering	County Administrator	5

The Deputy Secretary for Engineering shall review and make the final determination on unresolved issues pertaining to right of way, design and construction for routes within or to be added to the State Highway System. Should the County Administrator and the Deputy Secretary for Engineering be unable to resolve other issues that may arise during the program, either party may request a resolution by the Dispute Resolution Board that shall hear the matter and reach a resolution to the dispute within ten days. By majority decision of the Board, this ten-day time frame to reach a resolution may be amended.

Attachment 3



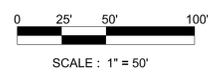
NOTE:
RIGHT OF WAY SECURED UNDER PROJECT ID P027662

NOTE 1:
THERE IS AN APPROVED DESIGN EXCEPTION FOR REDUCED SHOULDER WIDTH AT OVERPASS.

NOTE 2:
REMOVE CROSS HATCHED PORTION OF EXISTING 4X4 BOX CULVERT AND REROUTE DRAINAGE AS SHOWN THROUGH NEW 54" PIPE. RETAIN REMAINING PORTION OF BOX CULVERT. REPAIR/SEAL CRACKING PER VIDEO INSPECTION SUMMARY.

SEE REFERENCE DATA SHEET 5J FOR BRIDGE 42B CROWN

- ① EXCEPTION TO PROJECT US 176 EB STA. 412 + 09.22 TO STA. 412 + 48.74
- ② EXCEPTION TO PROJECT US 176 EB STA. 418 + 49.99 TO STA. 419 + 08.45



ALIGNMENT CONTROL CAN BE FOUND ON REFERENCE DATA SHEET



PRELIMINARY
NOT FOR CONSTRUCTION

SCALE: 1" = 50'

6				
5				
4				
3				
2				
1				
0				
REV. NO.	BY	DATE	DESCRIPTION OF REVISION	

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
CAROLINA CROSSROADS PHASE 2
PLAN SHEET

Z:\Projects\20-8\CCR Ph 2\Roadway\PLANS\SHEET 9.dgn 2/4/2022



Agenda Briefing

Prepared by:	Michael Maloney	Title:	Interim Director
Department:	Transportation	Division:	Click or tap here to enter text.
Date Prepared:	March 11, 2022	Meeting Date:	Click or tap to enter a date.
Legal Review	Patrick Wright via email	Date:	April 5, 2022
Budget Review	Abhijit Deshpande via email	Date:	April 7, 2022
Finance Review	Stacey Hamm via email	Date:	April 5, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Transportation Ad Hoc		
Subject:	Mitigation Credit Sales - South Fork Ventures, LLC		

RECOMMENDED/REQUESTED ACTION:

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

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The mitigation credit sale will generate \$30,952.00 which will be credited to the Transportation Penny Program.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to South Fork Ventures, LLC for an Army Corps of Engineers (ACE) 404 Permit to facilitate the construction of Fergus Crossroads Development in York County. The applicant is requesting 2.544 wetland and 0.00 stream mitigation credits to fulfill the permitting requirements.

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

The mitigation bankers were notified by email of the County's desire to participate in this sale subject to final approval by County Council at the 100% level on March 3, 2022. When the sales are completed, if approved by County Council, the funds will be added to the Transportation Program account.

If the County Council does not approve the requested sales of its surplus mitigation credits, the County portion of the mitigation credit sales will drop from \$30,952.00 to \$6,360.00 for a difference of \$22,896.00 to the Transportation Program. The County Council has approved surplus mitigation credit sales on many occasions. Related County Council actions since 2014 are not included in the attachments for brevity.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Mill Creek Mitigation Bank Credit Sale Checklist Villages South Fork Ventures LLC

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Fergus Crossroads Development
<u>Location:</u>	York County, SC
<u>8-Digit HUC Watershed Code</u>	03050103 (Lower Catawba)
<u>Buyer:</u>	South Fork Ventures, LLC
<u>Permittee:</u>	South Fork Ventures, LLC
<u>Permittee's USACE 404 Permit #:</u>	SAC-2021-01549
<u>Price Per Wetland Credit:</u>	\$12,500
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	2.544 credits (1.272 restoration/enhancement & 1.272 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$31,800.00
<u>Richland County Credit Share:</u>	\$29,256.00 (92% of \$31,800.00)
<u>MCMH Credit Share:</u>	\$2,544.00 (8% of \$31,800.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$8,480.00
<u>Richland County Fee Share:</u>	\$1,696.00 (20% of \$8,480.00)
<u>MCMH Fee Share:</u>	\$6,784.00 (80% of \$8,480.00)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$40,280.00
<u>Richland County Proceeds Share:</u>	\$30,952.00
<u>MCMH Proceeds Share:</u>	\$9,328.00

Transportation Update

General Information

Committee\Council Approvals

Upcoming Committee\Council Items

- Garners Ferry\Harmon Intersection Construction Award – Committee April 26, 2022
- South Fork Ventures, LLC Mitigation Credits – Committee April 26, 2022

Pre-Construction Update

- Alpine Rd. Sidewalk – Final construction plan comments have been received from SCDOT, and the OET is in the process of responding. Utility coordination is being finalized.
- Atlas Rd. Widening – OET is working to address final plan comments from SCDOT. City is still working to obtain several easements they need for the water relocation. CSX has requested that a few changes be made to the signal arms at their crossing so the OET will need to address these comments also before submitting final plans to SCDOT for approval. Staff has approved a modification for the OET to address the SCDOT and CSX comments.
- Bluff Rd. Widening Phase 2 – The OET has submitted preliminary ROW plans and cost estimate to the County for review. Staff has provided comments on the plans and cost estimate, the OET is addressing at this time.
- Blythewood Rd. Widening – ROW certification is being performed to ensure that all property needed has either been acquired or eminent domain procedures have been started on. The OET has begun finalizing the bid package for advertisement, and the Utility Coordinator is completing the final utility report and compiling final utility documents to incorporate into the bid manual.
- Blythewood Rd. Area Improvements – Preliminary construction plans have been submitted to SCDOT for McNulty St. Preliminary construction plans have been submitted to the County for Creech Rd.
- Broad River Rd. Corridor NIP – The OET has begun work on surveying the site and performing traffic studies.
- Broad River Rd. Widening – The OET is working to update the current preliminary plans to meet SCDOT's 2021 design standards.
- Bull\Elmwood Intersection –The utility coordinator is compiling the final utility report and all utility documents to be included in the bid manual. ROW certification has been completed, and the OET is working to prepare the project\bid manual for advertisement.
- Crane Creek NIP – The OET is finalizing the ROW plans for phase 2. Preliminary plans for phase 3 were submitted to SCDOT and comments have been received, which the OET is working to address.

- Crane Creek Greenway –The County has received a preliminary rejection from the railroad to allow the greenway to go under their bridge and has a meeting set up with NS to discuss this further. The County, City and OET met with NS to discuss the proposed trail under the railroad’s bridge. NS was still pretty unreceptive of the idea so the OET is working to come up with ideas on how to meet the railroad’s requirements to install the trail under their bridge. As a backup, they are looking at an alternative route for the greenway.
- Decker\Woodfield NIP –
 - Brookfield Rd. Sidewalk\Chatsworth Connector - SCDOT has provided comments on the final construction plans, and the OET is working to address them. A maintenance agreement between the County and RCRC will need to be executed in order for RCRC to take over permanent maintenance of the Connector. This item is anticipated to go to RCRC’s board on in May for approval. This portion of the NIP will also have intersection pedestrian improvements along Decker Blvd. added to it, which will include work at the intersection of Decker Blvd. with O’Neil Ct, Brookfield Rd, Faraway Dr., and Percival Rd.
 - Hunt Club Rd – The OET is working on 30% plans.
- Dirt Road Paving Package N is being finalized and is anticipated to be advertised in the spring\summer of 2022.
- Garners Ferry\Harmon Intersection – Bids were received April 13th and are under review.
- Gills Creek Greenway – The OET has provided a preliminary layout that will fit within our current available funding for this project. This new layout will run along Timberlane Dr. up to an existing, unused ROW stubout for a Bright Ave. extension. SCDOT has verified they own this ROW but has stated they would not be willing to turn this over to the County or City because of possible future development on the lots to either side of it. We have proposed an encroachment permit to start our trail at the end of their ROW and are waiting for a response back.
- Lower Richland Blvd. Widening – The OET is working on finalizing preliminary plans.
- Percival Rd. Sidewalk – The OET is in the process of completing the construction plans to be submitted to SCDOT for approval. There is a portion of the existing roadway shoulder that has some failure and the County has asked that SCDOT perform repair on this before we construct our sidewalk project. SCDOT has responded back that they will not repair the area so the County will be incorporating the repair into its sidewalk project.
- Pineview Rd. Widening – The OET is working on 30% preliminary plans for the descoped plans for this project.
- Polo Rd. Widening – The OET is working to finalize the 30% preliminary plans for the descoped plans for this project.

- Resurfacing Package S – Staff has finalized the list of roads that will be included in this package and is in the process of getting a list of quantities and cost estimate finalized.
- Resurfacing Package T – Staff has finalized the list of roads that will be included in this package and is in the process of getting a list of quantities and cost estimate finalized.
- Screaming Eagle\Percival Intersection – An SLBE goal has been set, and the OET is finalizing the bid documents. Our Utility Coordinator is working with ATT to finalize their relocation plans. It is anticipated that this project will be advertised by the end of April.
- Shop Rd. Widening – The OET has completed their analysis of the existing drainage system in the area of George Rogers Blvd\Shop Rd\Rosewood and has discovered that the existing system is significantly undersized. Staff is in the process of scheduling a meeting with SCDOT to discuss what will be the County’s and what will be SCDOT’s responsibility on upsizing the system.
- Smith\Rocky Branch Greenway – The OET is working to finalize ROW plans. 30% structural plans have been submitted to the City for review.
- Spears Creek Church Road Widening- The OET is waiting for final approval from SCDOT on the preliminary plans. Preliminary utility coordination has begun.
- Sunset Dr. Sidewalk - The OET is in the process of completing the construction plans to be submitted to SCDOT for approval.
- Trenholm\Newcastle NIP – The OET has submitted preliminary plans to the County for review, and County has provided feedback. Staff attending a community meeting on 4/13 to answer questions about the project.

Construction Update

- Dirt Road Package K- Approximately 90% complete.
 - Robert James Rd., Rocky Rd., Barkley Rd., South Dr.
- Dirt Road Package L – Contractor has performed clearing\grubbing on all three roads.
 - Dogwood Shores Ln., Lake Dogwood Cir. S, Wider Rd.
- Dirt Road Package M –This will include the following roads: Bow String Rd., Maggie Hipp Rd., Rosa Dowdy Rd., and Tall Oaks Dr. Contractor has mobilized to Bow String Rd.
- Innovista Phase II- Approximately 90% complete. Completion estimated in June 2022.
- North Main Street – The County has approved change order 6 and has submitted to SCDOT for their approval, which will allow the intersection with Monticello Rd. to be completed.
- Resurfacing Package R- Approximately 90% complete.
- Three Rivers Greenway Ph. 1B – Construction is complete, and a final walkthrough has been performed. Contractor is addressing punchlist items.

Open Solicitations:

Upcoming Solicitations:

- Alpine Road Sidewalk- Spring 2022
- Percival Road Sidewalk: Spring 2022
- Sunset Drive Sidewalk: Spring 2022
- Atlas Road Widening Phase 1: Spring 2022
- Bull\Elmwood Intersection: Spring 2022
- Blythewood Widening: Spring 2022
- Dirt Road Package N: Summer 2022
- Screaming Eagle\Percival Intersection: Spring 2022
- Resurfacing Package S: Spring 2022
- Resurfacing Package T: Spring 2022

RESURFACING PACKAGE S

Name	District(s)
1. <u>Acme St</u>	<u>10</u>
2. <u>Alcott Dr</u>	<u>4</u>
3. <u>Arbor Oaks Ct</u>	<u>2</u>
4. <u>Bamboo Grove Ct</u>	<u>1</u>
5. <u>Beaver Creek Cir</u>	<u>7</u>
6. <u>Bedford Dr/Rd</u>	<u>7</u>
7. <u>Bennie Dr</u>	<u>2</u>
8. <u>Cape Flattery Ct</u>	<u>2</u>
9. <u>Carlow Dr</u>	<u>11</u>
10. <u>Charlwood Ct</u>	<u>1</u>
11. <u>Chatteris Rd</u>	<u>1</u>
12. <u>Cockspur Cir</u>	<u>1</u>
13. <u>Cordova Dr</u>	<u>7</u>
14. <u>Crayford Rd</u>	<u>1</u>
15. <u>Crooked Stick Ct</u>	<u>7</u>
16. <u>Deer Tract Dr</u>	<u>1</u>
17. <u>Doncaster Ct</u>	<u>1</u>
18. <u>E Creek Ct</u>	<u>1</u>
19. <u>Ellafair Ln</u>	<u>1</u>
20. <u>Freestone Dr</u>	<u>7</u>
21. <u>Harrington Ct</u>	<u>1</u>
22. <u>Hawks Ridge Ct</u>	<u>8</u>
23. <u>Hever Ct</u>	<u>1</u>
24. <u>Hunter Hill Rd</u>	<u>1</u>
25. <u>Jarrold Ct</u>	<u>2</u>

Name	District(s)
26. <u>Jim Koon Rd</u>	<u>2</u>
27. <u>Kirton Ct</u>	<u>1</u>
28. <u>Lakewood Cir</u>	<u>2</u>
29. <u>Lee Ridge Ct</u>	<u>7</u>
30. <u>Mauney Dr</u>	<u>10</u>
31. <u>Nevamar Dr</u>	<u>3</u>
32. <u>Newcastle Dr</u>	<u>3</u>
33. <u>North Hunters Ct</u>	<u>3</u>
34. <u>Pelican Cir</u>	<u>7</u>
35. <u>Rock Hampton Rd</u>	<u>1</u>
36. <u>Rushing Wind Dr</u>	<u>1</u>
37. <u>South Mercer Ct</u>	<u>2</u>
38. <u>Saxonbury Dr</u>	<u>3</u>
39. <u>Sesqui Trl</u>	<u>8, 9</u>
40. <u>Springcrest Dr</u>	<u>7</u>
41. <u>Stonewall Ct</u>	<u>1</u>
42. <u>Stoney Point Ln</u>	<u>1</u>
43. <u>Sunmeadow Dr</u>	<u>7</u>
44. <u>Tapp Pt</u>	<u>1</u>
45. <u>Timberlake Ct</u>	<u>1</u>
46. <u>Top Flight Ct</u>	<u>1</u>
47. <u>Treyburn Rd</u>	<u>1</u>
48. <u>Wenlock Cir</u>	<u>1</u>
49. <u>Whitmell Ave</u>	<u>3</u>
50. <u>Woodhouse Ct</u>	<u>1</u>

RESURFACING PACKAGE T

Name	District(s)	Name	District(s)
1. <u>Auburn Ct</u>	<u>8</u>	14. <u>Innis Ct</u>	<u>8</u>
2. <u>Berry Ridge Cir</u>	<u>8</u>	27. <u>Old Still Rd W</u>	<u>9</u>
3. <u>Brassie Ct</u>	<u>9</u>	28. <u>Pisgah Dr</u>	<u>11</u>
4. <u>Briar Ln</u>	<u>6</u>	29. <u>Ridge Pond Dr</u>	<u>8</u>
5. <u>Brookmist</u>	<u>8</u>	30. <u>South Hunter Ct</u>	<u>3</u>
6. <u>Cambride Oaks Dr</u>	<u>8</u>	31. <u>Saxon Shore Rd</u>	<u>11</u>
7. <u>Cambride Oaks Ct</u>	<u>8</u>	32. <u>Shallow Brook Dr</u>	<u>9</u>
8. <u>Chillingham Rd</u>	<u>1</u>	33. <u>Signal Ln</u>	<u>1</u>
9. <u>Cobblestone Ct</u>	<u>1</u>	34. <u>Silver Lake Cir</u>	<u>1</u>
10. <u>Dovecreek</u>	<u>8</u>	35. <u>Walden Oak Ct</u>	<u>9</u>
11. <u>Flowerwood Ct</u>	<u>11</u>	36. <u>Waterton Way</u>	<u>9</u>
12. <u>Harleston Rd</u>	<u>1</u>	37. <u>Woodbranch Rd</u>	<u>8</u>
13. <u>Hunt Cup Ln</u>	<u>9</u>	38. <u>Woodglen Ln</u>	<u>1</u>

From: Nathan Ballentine

Sent: Monday, March 21, 2022 8:09 AM

To: rcpenny@richlandcounty.gov <rcpenny@richlandcounty.gov>; TPAC@richlandcountysc.gov <TPAC@richlandcountysc.gov>

Cc: Kim Janha <JANHA.KIM@richlandcountysc.gov>

Subject: Broad River Widening Project in Northwest Richland County

Kim, I do not know the name or email address of the individual who is running the program. Please find that and be sure he/she gets this email and letter. I could not find his/her name anywhere on site. I only saw an Advisory Committee with names (no emails) listed.

This morning, I'm emailing the only two email addresses I found through the Richland County Penny Tax Program website and links.

All associated with the Richland County Penny Tax Program, please see the attached letter from DOT and consider this email from me a request for the head of the Richland County Penny Tax Program (and any governing board required) to contact DOT officials and allow DOT to take control of the project for the widening of Board River Road in place of the county.

Secretary Hall shares that DOT has lead projects for multiple counties across our state before. It is my understanding, DOT "takes over start to finish" and the counties reimburse DOT as if the counties were doing the work. Instead of county resources, DOT uses their resources and allows the county to simply reimburse the department.

This request comes after concerns (mine and my constituents) with years of local delays and the most recent dates shown for project start/completion.

To all that receive this email, please respond in writing so that I know it has been received and also let me know the county will take the steps (that other counties in our states have) to have SCDOT assume responsibilities for start/completion of the Broad River Road widening project in Northwest Richland County.

Nathan Ballentine

www.nathansnews.com

House of Representatives, District 71

Richland-Lexington Counties

320A Blatt Building

Columbia, SC 29221

March 11, 2022

The Honorable Nathan Ballantine
South Carolina House of Representatives
320 B Blatt Building
Columbia, South Carolina 29201

RE: Broad River Road Widening Project

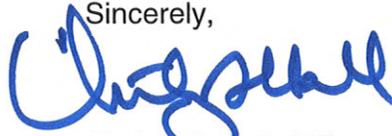
Dear Representative Ballantine:

Thank you for reaching out regarding Richland County's Broad River Road widening project near Irmo. As you know, this project was included in the Richland County's Penny Program. Currently, for all Penny projects that are on the State System, Richland County is managing via an Intergovernmental Agreement (IGA) with the South Carolina Department of Transportation (SCDOT) which defines the roles and responsibilities as well as the state standards to which all improvements must be designed and constructed.

SCDOT is agreeable to take over the management, design, and construction of the Broad River Road Project if requested by Richland County. A request by Richland County would trigger an amendment to the IGA which would document the change in the defined roles and responsibilities. Please note that SCDOT would not be responsible for any project funding nor potential funding overruns.

Thank you for all that you do for House District 71 and the State. Please let me know if you have any questions or need additional information.

Sincerely,



Christy A. Hall, P.E.
Secretary of Transportation

ec: Leland D. Colvin, P.E., Deputy Secretary for Engineering
CTS 3047565

