



Richland County Transportation Ad Hoc Committee

November 19, 2020 -2:00 PM

Virtual Meeting

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Jim Manning
 - a. Roll Call
2. **APPROVAL OF MINUTES** The Honorable Jim Manning
 - a. Committee Meeting: Sept 22, 2020 [**PAGES 2-7**]
 - b. Committee Meeting: Oct 20, 2020 [**PAGES 8-15**]
3. **ADOPTION OF AGENDA** The Honorable Jim Manning
4. **ITEMS FOR ACTION** The Honorable Jim Manning
 - a. Decker\Woodfield NIP – Faraway Drive Sidewalk Contract Award [**PAGES 16-19**]
 - b. Mitigation Credit Sales – Weyerhaeuser NR Company, I-26 Interchange Widening II [**PAGES 20-39**] The Honorable Jim Manning
 - c. FY21 Transportation BAN/BOND [**PAGES 40-XX**]
5. **Adjournment** The Honorable Jim Manning



Richland County Council
Transportation Ad Hoc Committee
September 22, 2020 – 2:00 PM
Zoom Video Conference

COMMITTEE MEMBERS PRESENT: Jim Manning, Chair; Bill Malinowski, Yvonne McBride and Dalhi Myers

OTHERS PRESENT: Allison Terracio, Michelle Onley, Allison Steele, John Thompson, Rasheed Muwwakkil, Mohammed Al-Tofan, Ali Eliadorani, Ashiya Myers, Angela Weathersby, Michael Niermeier, Kyle Holsclaw, Elizabeth McLean, Alicia Pearson, Alexander Burton, Nathaniel Miller, Quinton Epps and Tamar Black

1. **Call to Order** – Mr. Malinowski called the meeting to order at approximately 2:00 PM.
2. **Approval of Minutes: July 28, 2020** – Mr. Manning moved, seconded by Ms. McBride, to approve the minutes as distributed.

In Favor: Malinowski, McBride, Manning and Myers

Not Present: Livingston

The vote in favor was unanimous.

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

In Favor: Malinowski, McBride, Manning and Myers

Not Present: Livingston

The vote in favor was unanimous.

4. **Election of Chair** – Ms. McBride moved, seconded Mr. Malinowski, to nominate Mr. Manning for the position of Chair.

Ms. Myers moved to nominate Ms. McBride.

Ms. McBride did not accept the nomination.

In Favor: Malinowski and McBride

Opposed: Myers

Transportation Ad Hoc Committee
September 22, 2020

-1-

Abstain: Manning

Not Present: Livingston

The vote was in favor.

5. **Items for Information:**

a. **Projects in the Process of Advertisement for Construction:**

1. Resurfacing Package R – Mr. Niermeier stated this package consists of 52 roads. The preponderance of the roads are in District 11.
2. Dirt Road Paving Package K – Mr. Niermeier stated this package will be let next week. The project consists of Robert James Rd. (District 10) – 0.21 miles; Rocky Rd. (District 11) – 0.18 miles; Barkley Rd. (District 11) – 0.24 miles; South Dr. (District 10) – 0.32 miles, which equates to approximately 0.95 miles.
3. Faraway Dr. Sidewalk (Decker/Woodfield NIP) – Mr. Niermeier this a 1.5 miles ADA compliant sidewalk, which should be advertised by week's end.

Ms. McBride stated, for clarification, that Decker/Woodfield NIP is a part of the sidewalk project.

Mr. Niermeier responded that Decker/Woodfield NIP consisted of several projects.

Ms. McBride stated, for clarification, we are not doing the complete project, but individual portions of the project.

Mr. Niermeier responded they are broken down into phases. Faraway is in Phase II or III of the Decker/Woodfield NIP.

b. **Newly Approved Service Orders**

1. Blythewood Rd. Area Improvements – Creech Rd. and McNulty St. – Mr. Niermeier stated these two (2) projects are high priority for the Town of Blythewood and will be a part of the overall money the referendum has allocated for the Blythewood Improvements. Parrish & Partners were awarded the contract for these projects.
2. Crane Creek NIP – Mr. Niermeier stated this is an approximately 2.3 mile sidewalk project, which is in Phase III of Crane Creek NIP predominantly in District 7. Cox & Dinkins was awarded the contract to complete.

6. **Items for Action:**

- a. **Polo Rd. Widening Service Order** – Mr. Manning stated staff recommends approval of Service Order 11 to Cox & Dinkins for the design of the Polo Rd. Widening Project.

Mr. Malinowski stated, in the 2nd paragraph, on p. 93 of the agenda, it states there are three (3) intersections, but there are actually four (4) intersections.

**Transportation Ad Hoc Committee
September 22, 2020**

-2-

Ms. Steele responded there are three (3) full intersections and a portion of Mallet Hill.

Mr. Manning recommended updating the paragraph to include that language, for clarification.

Mr. Malinowski noted on p. 125 of the agenda there is a typo under “Final Right-of-Way Plans” that needs to be corrected prior it going to Council for consideration.

Ms. McBride inquired if the Service Order went through the procurement process.

Ms. Steele responded these are assigned to the On-Call Engineering Teams, and divided out between those firms.

Ms. McBride inquired how we decide which firm we are going to use.

Ms. Steele responded most of these were already assigned when the PDT was still managing the projects. They rotated through the firms to ensure the projects and dollar amounts were evenly distributed among the firms.

Ms. McBride inquired if there are any minority firms within the five (5) firms.

Ms. Steele responded that she was not sure, but that she does know they utilize SLBE firms.

Mr. Niermeier stated, if you review the service orders, and how they are negotiated, you will find DBEs and SLBEs among the subcontractors.

Mr. Malinowski moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve staff's recommendation to approve Service Order 11 to Cox & Dinkins.

In Favor: Malinowski, McBride, Manning and Myers

Not Present: Livingston

The vote in favor was unanimous.

- b. I-26 Widening Mitigation Credit Sales** – Mr. Manning stated staff recommends the Committee concur with these credit sales and forward to full Council for approval. This is time sensitive as the buyer has requested notice of approval prior to October 7, 2020 at 5:00 pm ET due to the Army Corps of Engineers permitting constraints.

Mr. Malinowski inquired if we received a letter requesting these credits.

Mr. Niermeier responded we were notified by Millcreek Mitigation on September 11th, but no letter was provided. The sales notice and the accompanying documents, in the agenda packet, were received by staff on September 14th.

Ms. Myers stated she remains amazed that this mitigation bank continues to make sales of credits, and there is no provision in the documents establishing the mitigation bank, or in Council Rules that requires some provision be made to give some portion of this money for improvements to the roads in the community where the mitigation bank sits. She thinks that is a major problem and oversight.

**Transportation Ad Hoc Committee
September 22, 2020**

Ms. McBride inquired as to what happens if we do not approve the mitigation credit sale.

Mr. Niermeier responded, because of the agreement between Millcreek Mitigation Holdings and Richland County, we essentially have first right of refusal in this case. If we say we are not going to sell any of our credits, then Millcreek Mitigation Holdings will sell the credits to them, which results in a lower return to us.

Ms. McBride stated, for clarification, Ms. Myers' concern is the procedure we used in the beginning.

Ms. Myers responded in the affirmative. In fact, voting on these mitigation credits was the first vote she took when she came onto Council, and she made the same point then. It seems odd the mitigation bank sits in a space where the roads are terrible, and we have no provision to improve any of that area, yet we take money from the mitigation bank for credit where other roads will be improved. She does not know that we would establish a mitigation bank in Forest Acres, and reap significant dollars, with no thought of any improvement being done where the money is being raised. She does not think those citizens' concerns would be ignored, as these citizens' concerns are. She believes it is almost criminal that all of the money goes out of the community where you are raising the money.

Ms. McBride inquired if there is anything we can do to correct this matter.

Ms. Myers responded we could always change the procedures we use, but she does not know if there is the will. She would be willing to look at a way to improve the area where this mitigation bank sits.

Mr. Malinowski stated the land was bought from an individual that wanted to sell it. He thinks regardless of where the bank is located it is not set up to put money into the community where the land is. He noted we would have to go back and change the way the County does business for everything.

Ms. Myers stated she agrees the money should be used for the whole of the County, but it should not be used to serve the whole of the County, except where the money is found. It seems to her, if we are reaping a substantial benefit from a particular part of the County, there ought to be some substantial, or even minimal, benefits that tells the community we recognize that you are giving a great service to the County, and in exchange we are going to make sure the roads you drive on are passable.

Mr. Malinowski moved, seconded by Mr. Manning, to forward to Council with a recommendation to approve staff's recommendation.

In Favor: Malinowski, McBride and Manning

Opposed: Myers

Not Present: Livingston

The vote was in favor.

- c. **Petition for Annexation of Richland County property Three Rivers Greenway/Saluda Riverwalk** – Mr. Manning stated staff recommends the Committee concur with the Petition from the City of Columbia for annexation of the subject property from Richland County to the City of Columbia as part of the Three Rivers Greenway/ Saluda Riverwalk Project.

**Transportation Ad Hoc Committee
September 22, 2020**

-4-

Mr. Malinowski stated staff's recommendation is to request the City of Columbia to annex the property, but in the subject line of the briefing document it states, "An Ordinance Authorizing Deed to the City of Columbia for 0.509 Acres, Known as S/S Candi Lane (TMS#07208-03-01/02; Three Rivers Greenway Project)". To him, that is two different things.

Ms. McLean responded the City is going to maintain the portion that is complete. The City needs the County to give them permission to annex it, in the interim. The overall plan is to deed the property to the City. The ordinance is needed to deed the property to the City.

Mr. Niermeier stated the final drawings and surveys will be provided to the City this week, which has been their requirement to assume Phase I(a) of the project. Annexation of these properties, since they sit in the middle of the greenway, will be required by the City, in order to conduct maintenance and operations of the greenway facility.

Mr. Malinowski noted, at this point, we do not know if we are going to deed this over the City. He would hope that we would get our initial investment back. Then, the question is, if the City annexes the property, if the County will have to begin pay property taxes on the property.

Mr. Niermeier responded the County is tax-exempt, so we would not have to pay taxes.

Ms. McLean stated part of this project has been completed, and the City has already started maintaining the property. Legally, the City would be on our property, so they want to get this annexed into the City. She stated, she believes, the issue of compensation was taken care of in the original agreement with the City.

Mr. Malinowski inquired if these funds are coming out of the Transportation Penny funds.

Mr. Niermeier responded in the affirmative.

Mr. Malinowski requested the legal review on this item to be provided prior to this being taken up by Council.

Mr. Manning stated, for clarification, if we are going to do a deed, it will require Three Readings and a public hearing.

Ms. McLean responded in the affirmative.

Mr. Manning stated, for clarification, at the point of annexation, the City will be more able to properly do the maintenance work they are doing on it now. Therefore, the item before Council will be the matter of annexation and not the authorizing the deed.

Ms. McBride moved, seconded by Mr. Manning, to forward to Council with a recommendation to approve staff's recommendation.

In Favor: Malinowski, McBride, Manning and Myers

Not Present: Livingston

The vote in favor was unanimous.

**Transportation Ad Hoc Committee
September 22, 2020**

d. **Transportation Department Organization** – Mr. Manning stated staff respectfully requests approval of the proposed organization chart (Attachment 1) which adds a Finance Manager-Transportation position to the department. The money for the position was approved in the FY21 budget, and is simply a matter of Council approving the organizational chart.

Mr. Malinowski inquired if this position will only be for the duration of the Penny Tax.

Mr. Niermeier responded this position, and every position in the department, will exist during the duration of the Penny Tax.

Mr. Malinowski inquired if the individuals are being made aware of this (i.e. signing of a document).

Mr. Niermeier stated he does not believe any of the hiring documents/offer letters have that language.

Ms. McLean noted you are not guaranteed a position for any length of time, unless you are a contract employee and have conditions for employment. The only positions that are told their position(s) are going away are those funded through a grant.

Mr. Malinowski noted, to him, an Assistant Director is the #2 person, so in the absence of the Director, the Assistant Director should have the ability to be over all other employees. The way the chart is drafted, the Assistant Director oversees the Project Managers, the Contracts and Budget Manager oversees the Inspector/CE&Is, and the Finance Director reports directly to the Director. Therefore, if there is a problem with finance management, the Assistant Director has no authority.

Ms. McBride stated, for clarification, we are being asked to vote on the organizational chart.

Mr. Manning responded, what is before us, is to add a Finance Manager, which was approved in the FY21 budget.

Mr. Malinowski moved to hold this item in committee.

Mr. Niermeier noted he would like to attempt to hire for the Finance Manager position as soon as possible, in order to get the expertise and leadership within the department.

Mr. Malinowski moved, seconded by Ms. Myers, to forward to Council with a recommendation to approve the hiring of the Finance Manager and the overall organizational chart be brought back to next month's committee meeting.

In Favor: Malinowski, McBride, Manning and Myers

Not Present: Livingston

The vote in favor was unanimous.

Ms. McBride noted the contractor installing the sidewalks on Harrison Road is doing an excellent job, but no one knows it is being funded by the Penny Tax.

6. **ADJOURN** – The meeting adjourned at approximately 3:09 PM.

**Transportation Ad Hoc Committee
September 22, 2020**

-6-



Richland County Council
Transportation Ad Hoc Committee
October 20, 2020 –2:00 PM
Zoom Meeting

COMMITTEE MEMBERS PRESENT: Jim Manning, Chair, Bill Malinowski, Paul Livingston and Delhi Myers

OTHERS PRESENT: Allison Terracio, Allison Steele, Quinton Epps, Michelle Onley, Tamar Black, John Thompson, Leonardo Brown, Alexander Burton, Jennifer Wladischkin, Kathy Coleman, Jeffery McNesby, Kim Toney, Nathaniel Miller, Angela Weathersby, Brad Farrar, Kyle Holsclaw, Michael Maloney, Alicia Pearson, Ali Eliadorani, Rasheed Muwwakkil, James Hayes and Michael Niermeier

1. **CALL TO ORDER** – Mr. Manning called the meeting to order at approximately 2:00 PM.
2. **APPROVAL OF MINUTES** – No motion was made and will be taken up at the next committee meeting.
3. **ADOPTION OF AGENDA** – Mr. Livingston moved, seconded by Mr. Malinowski, to adopt the agenda as published.

In Favor: Malinowski, Livingston, Manning, Myers

Not present: McBride

The vote in favor was unanimous.

4. **ITEMS FOR INFORMATION**

- a. **Bull/Elmwood Intersection Project Individual Parcel Owner Right-of-way Acquisition** – Mr. Niermeier noted the Elmwood intersection is a major project, which the design has been completed on. We are in the final stages of acquiring the last piece of property from the Elmwood Church of God. When the program came in house, the programs were put on hold, and negotiations were halted until May, when we got the go ahead to move forward. Subsequently, a number of us from the staff met with the Elmwood Church of God in July to discuss the acquisition of the remaining parcel of their property. As such, they presented some information that allowed us to be able to secure the parcel. A request to increase the offer was sent to Administration for approval. The church verbally agreed to offer, and was verbalized to this committee for information. The intent is to move forward, so we can secure the remaining parcel and move ahead with the project.

Mr. Livingston moved, seconded by Mr. Manning, to go into Executive Session.

Mr. Malinowski inquired about the purpose of Executive Session.

Mr. Niermeier responded in order to discuss the amount offered to the parcel owner.

In favor for: Malinowski, Livingston, Manning

Not Present: McBride

The vote was in favor.

***The committee went into Executive Session at approximately 2:10 PM
and came out at approximately 2:19 PM***

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

In favor: Malinowski, Livingston, Manning, Myers

Not present: McBride

The vote in favor was unanimous.

5. ITEMS FOR ACTION

- a. Transportation Department Budget Transfers – Mr. Livingston moved, seconded by Mr. Manning, to accept staff's recommendation.

Mr. Malinowski inquired as to the purpose of including the previous meeting minutes in the packet.

Mr. Manning responded we have Councilmember that feel like they never get information. Additionally, all of the items in Attachment 1 are referenced in the minutes.

Mr. Niermeier noted they were trying to point out budget approval from Council.

Mr. Malinowski noted they have requested a transfer of a large lump sum. He inquired if all of the dollars are needed right now.

Mr. Niermeier responded in the affirmative. He indicated all of the money, in particular the \$10.775M is essential to the projects that are gaining (i.e. Blythewood Road Widening, Decker/Woodfield, Spears Creek Church Road). The smaller portion, which is the \$1.47M Greenway realignment, is necessary as we move forward with at least three of those greenways. The money needs to be reallocated in compliance with the revised ordinance.

Mr. Malinowski inquired if there are any start dates for the projects on p. 11.

Mr. Niermeier responded, they are finalizing acquisitions for the Broad River Road Widening and it will be advertised in the Spring/late Winter of next year; Decker/Woodfield NIP is ongoing now, the money was borrowed to compensate for the budget that had to be removed.

Mr. Malinowski stated, for clarification, the Broad River Road Widening would advertised, at the earliest, in the Spring of next year.

Mr. Niermeier responded we are taking money from the Broad River Road Widening and Shop Road Extension. Those are not planned for in the next two years; therefore, they will not require funding. The money from the projects on the bottom of p. 11 is being realigned to comply with Ordinance 056-19HR, which Council approved with the realignment of the Greenways. Whereas, we should have done the realignment in the current budget, for some reason it got lost in April and we are doing that now that we have the ability to do budget transfers.

Mr. Malinowski inquired as to which projects these funds are going to, and their start dates.

Mr. Niermeier responded we are finalizing a couple right-of-ways required for parcels for the Blythewood Road Widenings. We intend to advertise in January, February and March 2021. There are projects underway for Decker/Woodfield. We have a design service order for Spears Creek Church Road, so that money is going back into that project and future service orders, if needed.

Mr. Malinowski inquired what happens if these transfers are approved and the project does not start as planned. Does the money go back to where it came from?

Mr. Niermeier responded not necessarily. The money that they are moving is unencumbered, programmed and approved in previous years. It rolled over with last year's budget approval. Looking at a more comprehensive schedule, we are not going to need that next year. Therefore, we are moving it to where it could be needed. When those projects come back around, they will be budgeted for in a future years.

In favor: Livingston, Manning

Opposed: Malinowski, Myers

Not Present: McBride

The motion failed.

Mr. Livingston moved, seconded by Mr. Manning, to send the item to Council without recommendation.

Mr. Malinowski inquired, once a motion has been carried, does that particular item end or is it proper to ask for another motion.

Mr. Farrar responded you could have another motion, since the item is still there. You could report it to the full committee, with the vote it received initially, or you could report it without any recommendation, should it fail, since you have not moved to another item.

Mr. Manning made a substitute motion, seconded by Mr. Livingston, to hold the item in committee.

Ms. Myers inquired what would be the purpose of holding it in committee.

Mr. Manning responded to see if there was any additional information the committee may need to consider to make a decision. He does not want it to die without further thought or consideration.

Ms. Myers noted, even if the motion fails in committee, it would still be considered by Council, and they have the prerogative to disagree with the committee.

Mr. Manning withdrew his substitute motion.

In favor: Livingston, Manning

Opposed: Malinowski, Myers

Not present: McBride

The motion failed.

Ms. Terracio inquired if the item could be split.

Mr. Manning responded, it is his understanding, the committee's votes will be reported to Council. Therefore, Council could decide to split the item(s).

- b. Spears Creek Church Rd. Widening Design Service Order – Mr. Livingston moved, seconded by Ms. Myers, to approve staff's recommendation.

Mr. Brown noted the previous item, regarding the budget transfers, addressed the Spears Creek Church Road Widening. He wanted to ensure the committee was aware how the funding may, or may not, work based on the previous item.

In favor: Malinowski Livingston, Manning, Myers

Not present: McBride

The vote in favor was unanimous

Ms. Myers moved, seconded by Mr. Livingston, to authorize the necessary budget transfers to allow the project to move forward.

In favor: Livingston, Manning, Myers

Opposed: Malinowski

Not present: McBride

The vote was in favor.

- c. Transportation Organization – Mr. Manning stated, per ordinance, all organizational charts come before Council. When we met last time, there was not clarity about the chart. The committee recommended approval to hire a Finance Manager, and Council subsequently approved the recommendation. The updated organizational chart includes this position, and staff is requesting approval of the enclosed chart.

Mr. Livingston inquired how we make sure we are using the appropriate Penny Tax dollars to take care of procurement matters.

Mr. Niermeier responded, since we brought the program into the County, we are now leveraging more of the existing county resources for such things are Procurement. Transportation staff

develops the scopes of the work, the checklist, and develops the procurement documents for a project. Then, Procurement makes sure everything is in order, advertises, and runs the pre-bid/pre-construction meetings.

Mr. Livingston stated, for clarification, we are using General Funds for Penny Procurement matters.

Mr. Niermeier responded in the affirmative.

Mr. Livingston inquired if the public involvement and information, surrounding the Penny, is being handled by the General Fund.

Mr. Brown responded in the affirmative. He noted both of those items, were items that were specifically pointed out by the Department of Revenue. Since the County already had a Public Information Office and a Procurement Office, any services DOR deemed to be doubling those efforts would be improper. Thus, both are paid for with General Fund dollars.

Mr. Livingston stated, for example, if we are trying to purchase property for right-a-ways and engage the public that is being done with General Fund funds.

Mr. Niermeier responded, for example, when we were providing information on the Greenway realignment action, we used Penny funds to setup that public information meeting, purchase signs and handouts. There was some involvement with other County resources, but the actual cost of doing the event was paid for by the Penny Program.

Mr. Livingston stated, in the past, one thing that was helpful was the website and reports about Penny Projects. He inquired if the General Fund is being used to update the website.

Mr. Niermeier responded, outside of IT support that helps with uploading the information to the website, any production we do, such as hard copies of reports, is funded by the Penny.

Mr. Malinowski inquired if there is a current organizational chart in place for this program.

Mr. Niermeier responded the current organizational chart was presented at the previous meeting, and was approved by Council in March 2019.

Mr. Malinowski inquired why the specificity for each project manager was not carried over to the updated organizational chart.

Mr. Niermeier responded what we found upon taking over was the division of labor between construction and pre construction was not viable. Now we have the engineer/project manager to own the project cradle to grave. They would work with developing the scope, go through design and shepherd it into procurement for construction.

Ms. Myers inquired if it was common in the Council-Administrator form of government for Council to manage departments with this level of granularity. It seems it might bog down processes.

Mr. Brown responded from a non-legal perspective, it is granular. This is not something that would routinely be decided at the Council level, unless it is detailed in the ordinance these things must come to Council.

Mr. Farrar responded the way Richland County operates, you have a direct line of communication to your three employees, the Administrator, Clerk and the Attorney. Other than that, there is a State law and a County ordinance, which says, other than the purposes of inquiry, all communication for employees under the control of the Administrator need to go through the Administrator.

Ms. Myers inquired if other county councils approve staff organizational charts prior to implementation.

Mr. Farrar responded, if you did the organizational chart by ordinance, it would have to go through council. If you did it as a matter of policy, it would not. He does not know if other counties go as deep in their ordinances as Richland County.

Mr. Manning inquired if the committee wants to deal with the ordinance or leave it alone.

Ms. Myers responded her recommendation would be to approve this item, and have the Administrator, and his staff, work with the Council Chair and the legal department to amend the ordinance to address this matter.

Ms. Myers made a substitute motion, seconded by Mr. Malinowski, to approve the organizational chart, but the staff and legal department move forward with presenting an amended ordinance to the Chair that would alleviate the need for this type of council involvement in the future.

In favor: Malinowski, Livingston, Manning, Myers

Not present: McBride

The vote in favor was unanimous.

- d. Mitigation Credit Sales – Easley Combined Utilities – Mr. Livingston moved, seconded by Mr. Malinowski to approve staff's recommendation.

Ms. Myer stated, for the record, she renewed her concern that we are consistently, and regularly, selling mitigation credits, from a mitigation bank, which sits in one of the most blighted parts of Richland County. We are selling those credits and improving greatly other areas across the County, the State, and some other states, with the historic credits that we sold. She thinks it is a "kick in the teeth" to the people who live in the area where this mitigation bank sits that not one nickel of the money, which is made on the back of the 4,000 acre mitigation bank goes to improving their community. For that reason, she will be voting no again.

Mr. Malinowski inquired, when you get to the fee for the out of primary service area sale, why is it the fee share to the company handling this is 80% and the County only gets 20%, when it is the opposite on the actual credit share.

Mr. Niermeier responded, according to the original agreement we set up with Mill Creek Holdings, when we sell we get the preponderance of 92%, but the fee share always gets reversed. We may get 92% of the profit, but we pay 22% of the fees, and vice versa. When we sell our credits, they only get 8% and they shoulder the 80%.

Mr. Malinowski requested Mr. Niermeier to look into this and find out why the County does not get a greater share.

In Favor: Malinowski, Livingston, Manning

Oppose: Myers

Not Present: McBride

The vote was in favor.

- e. Mitigation Credit Sales – Fielding Homes LLC – Mr. Livingston moved, seconded by My Malinowski, to accept staff’s recommendation.

Mr. Manning requested that the record show Ms. Myers statement for 5(d) be reflected for item 5(e) verbatim, if Ms. Myers would like that to be done.

Ms. Myers responded in the affirmative.

Ms. Myer stated, for the record, “I renew my concern that we are consistently, and regularly, selling mitigation credit from a mitigation bank that sits in one of the most blighted parts of Richland County. And, we are selling those credits and improving greatly other areas across the County, the State and certainly some other states with the historic credits that we sold. And, I do think that it is a “kick in the teeth” to the people who live in the area where this mitigation bank sits that not one nickel of the money that is made on the back of this 4,000-acre mitigation bank goes to improving their community. For that reason, I will be voting no again.”

Ms. Myer offered a friendly amendment to request staff to look into the feasibility of devoting 5-10% of the fees received from the mitigation credit sales to improvement in the area where the mitigation bank sits going forward.

Mr. Livingston responded, as the maker of the motion, he would rather it be presented to Council, as a whole because he is not sure of the impact.

Ms. Myers responded it is a motion for research. Staff would bring back information on the feasibility, how it could be done, how long it would take to implement, and the amount involved might be.

Mr. Livingston responded he would be willing to accept the friendly amendment.

Mr. Malinowski stated, as the seconder of the motion, he is not willing to accept the friendly amendment. He believes this is a separate motion devoted to something other than what we are trying to accomplish, and should be forwarded to Council for vetting, as all other motions.

Mr. Manning stated, for clarification, we are back to the original motion.

Mr. Malinowski noted in the sale of notice, which is dated, October 11th, it says the County has 3 business days to respond. He inquired, if someone has responded to this and we are going through the motions.

Mr. Niermeier responded Mr. Epps has worked with the Mill Creek, and they are aware this has to go back to committee and get approved by the full Council.

Mr. Malinowski inquired what response was given within those 3-days.

Mr. Epps responded that we do want to take the opportunity to sell the credits from the County's portion of the credits; however, for final approval we have to go through Council.

Ms. Myers inquired if it is standard operating procedure that we give preliminary approval and then bring it to Council.

Mr. Brown responded it was not his understanding that we were preliminarily approving it, but that the County would like the opportunity to sell, but we have to go through the process of bringing it to Council for approval.

Ms. Myers suggested modifying the wording of the document to accommodate that procedure.

In Favor: Malinowski, Livingston, Manning

Oppose: Myers

Not Present: McBride

The vote was in favor.

Ms. Myers moved that we ask the staff to research the issue of whether a portion of the proceeds from the sale of the mitigation credits could be earmarked to improve the community surrounding the mitigation bank.

Mr. Manning ruled the motion needs to be a motion that goes to Council and for the Chair to send the motion to the proper committee.

5. **ADJOURNMENT** – The meeting adjourned at approximately 3:10 PM.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Niermeier	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	November 04, 2020	Meeting Date:	November 19, 2020
Legal Review	Elizabeth McLean via email	Date:	November 06, 2020
Budget Review	James Hayes via email	Date:	November 09, 2020
Finance Review	Stacey Hamm via email	Date:	November 04, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc		
Subject:	Decker\Woodfield NIP – Faraway Drive Sidewalk		

STAFF’S RECOMMENDED ACTION:

Staff requests Council to approve the award the Faraway Dr. Sidewalk Project to AOS Specialty Contractors, Inc. in the amount of \$288, 933.00 and to approve a 10% construction contingency and a 10% utility contingency in the amount of \$28,893.30 each, for a total budget of \$346,719.60.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This funding will come from the \$14,132,058.80 currently available in the Neighborhood Improvement Projects FY21 Budget.

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

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Faraway Dr. Sidewalk Project is part of the Decker\Woodfield Neighborhood Improvement Project (NIP.) The remaining portion of this NIP includes the Brookfield Rd. Sidewalk and the Chatsworth Connector Sidewalk. These two have an approximately 95% complete design and will be advertised together as one construction project once the design and permitting is complete.

ADDITIONAL COMMENTS FOR CONSIDERATION:

AOS Specialty Contractors, Inc. is the only vendor that submitted a bid for this project; however, their bid amount is below the Engineer's Estimate for the project.

ATTACHMENTS:

1. Recommendation Memo
2. Cost Comparison Between Engineer's Estimate and Bid

**RICHLAND COUNTY GOVERNMENT
DEPARTMENT OF TRANSPORTATION**

2009 Hampton Street, Columbia, SC 29204
T 803-766-5605 | TDD 803-576-2045
richlandcountysc.gov



To: Kathy Coleman, Contract Specialist, Procurement
From: Allison Steele PE, Asst. Director, Transportation
CC: Michael Niermeier, Director, Transportation
Date: November 4, 2020
Re: RC-368-IFB-2021

The Decker\Woodfield NIP – Faraway Dr. Sidewalk Project bid opening was on November 2, 2020. Only one bid was received through Procurement’s online Bonfire Portal.

AOS Specialty Contractors, Inc.	\$288,933.00
---------------------------------	--------------

The attached bid tab spreadsheet shows the cost comparison between the Engineer’s Estimate and the Bidder’s submission. After reviewing the comparison, the bid is within the estimated cost.

Richland County Transportation recommends awarding the project to AOS Specialty Contractors, Inc. in the amount of \$288,933.00 along with a 10% Construction Contingency (\$28,893.30) and a 10% Utilities Contingency (\$28,893.30). This will bring the final total to \$346,719.60.

If, after reviewing the bids, Procurement is in agreement with the award of this project to AOS Specialty Contractors, Inc. Transportation will submit a briefing document to the Transportation Ad Hoc Committee.



Decker Woodfield NIP - Faraway Drive Sidewalk



ITEM #	DESCRIPTION	LENGTH (MI.)		Estimate			Contractor Price			Difference
		UNITS	FARAWAY DR.	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE	Qty	Unit Price	Total	
1031000	MOBILIZATION	LS	NEC.	NEC.	\$22,650.00	\$22,650.00	\$1.00	\$25,000.00	\$25,000.00	-\$2,350.00
1032010	BONDS AND INSURANCE	LS	NEC.	NEC.	\$9,060.00	\$9,060.00	\$1.00	\$6,500.00	\$6,500.00	\$2,560.00
1050800	CONS. STAKES, LINES AND GRADES	EA	NEC.	NEC.	\$10,409.77	\$10,409.77	\$1.00	\$7,200.00	\$7,200.00	\$3,209.77
1071000	TRAFFIC CONTROL	LS	NEC.	NEC.	\$24,152.00	\$24,152.00	\$1.00	\$30,500.00	\$30,500.00	-\$6,348.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1.000	1.000	\$4,000.00	\$4,000.00	\$1.00	\$2,950.00	\$2,950.00	\$1,050.00
2012000	CLEARING & GRUBBING WITHIN THE RIGHT OF WAY	LS	1.000	1.000	\$30,000.00	\$30,000.00	\$1.00	\$12,000.00	\$12,000.00	\$18,000.00
2025000	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVING	SY	450.000	450.000	\$30.00	\$13,500.00	\$450.00	\$24.50	\$11,025.00	\$2,475.00
2031000	UNCLASSIFIED EXCAVATION	CY	1263.000	1263.000	\$30.00	\$37,890.00	\$1,263.00	\$15.00	\$18,945.00	\$18,945.00
2033000	BORROW EXCAVATION	CY	450.000	450.000	\$45.00	\$20,250.00	\$450.00	\$30.00	\$13,500.00	\$6,750.00
3069900	MAINTENANCE STONE	TON	150.000	150.000	\$100.00	\$15,000.00	\$150.00	\$55.00	\$8,250.00	\$6,750.00
3103200	HOT MIX ASPHALT BASE COURSE TYPE B	TON	77.000	77.000	\$200.00	\$15,400.00	\$77.00	\$235.00	\$18,095.00	-\$2,695.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	2.000	2.000	\$650.00	\$1,300.00	\$2.00	\$675.00	\$1,350.00	-\$50.00
4030340	HOT MIX ASPHALT SURFACE COURSE TYPE C	TON	30.000	30.000	\$180.00	\$5,400.00	\$30.00	\$245.00	\$7,350.00	-\$1,950.00
6020005	PERM. CONS SIGNS (GRND MOUNTED)	SF	250.000	250.000	\$15.00	\$3,750.00	\$250.00	\$11.75	\$2,937.50	\$812.50
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	LF	548.000	548.000	\$10.00	\$5,480.00	\$548.00	\$9.00	\$4,932.00	\$548.00
6271025	24" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	LF	78.000	78.000	\$25.00	\$1,950.00	\$78.00	\$18.75	\$1,462.50	\$487.50
6531210	U-SEC. POST FOR SIGN SUPPORTS	LF	36.000	36.000	\$20.00	\$720.00	\$36.00	\$14.00	\$504.00	\$216.00
7149999	CLEANING EXISTING PIPE	LF	100.000	100.000	\$25.00	\$2,500.00	\$100.00	\$58.00	\$5,800.00	-\$3,300.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	1210.000	1210.000	\$68.00	\$82,280.00	\$1,210.00	\$49.00	\$59,290.00	\$22,990.00
7204600	CONCRETE DRIVEWAY (6" UNIFORM)	SY	476.000	476.000	\$75.00	\$35,700.00	\$476.00	\$76.00	\$36,176.00	-\$476.00
7204900	DETECTABLE WARNING SURFACE	SF	55.000	55.000	\$50.00	\$2,750.00	\$55.00	\$45.00	\$2,475.00	\$275.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	20.000	20.000	\$150.00	\$3,000.00	\$20.00	\$185.00	\$3,700.00	-\$700.00
8102100	SEEDING (UNMULCHED)	MSY	0.820	0.820	\$1,000.00	\$820.00	\$0.82	\$1,450.00	\$1,189.00	-\$369.00
8153000	SILT FENCE	LF	1516.000	1516.000	\$5.00	\$7,580.00	\$1,516.00	\$4.50	\$6,822.00	\$758.00
8156219	INLET STRUCTURE FILTER - TYPE A	LF	70.000	70.000	\$50.00	\$3,500.00	\$70.00	\$14.00	\$980.00	\$2,520.00
						\$359,041.77			\$288,933.00	\$70,108.77
	Contingency - Construction					\$35,904.18			\$28,893.30	\$7,010.88
	Contingency - Utilities					\$35,904.18			\$28,893.30	\$7,010.88
	TOTAL - CONTINGENCY					\$71,808.35			\$57,786.60	\$14,021.75
	TOTAL - CONSTRUCTION + CONTINGENCY					\$430,850.12			\$346,719.60	\$84,130.52

Negative: Contractor price is higher
Positive: Contractor price lower

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Niermeier		Title:	Director
Department:	Transportation Department	Division:		
Date Prepared:	November 2, 2020	Meeting Date:	November 19, 2020	
Legal Review	Elizabeth McLean via email		Date:	November 06, 2020
Budget Review	James Hayes via email		Date:	November 03, 2020
Finance Review	Stacey Hamm via email		Date:	November 03, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
Committee	Transportation Ad Hoc Committee			
Subject:	Mitigation Credit Sales – Weyerhaeuser NR Company, I-26 Interchange Widening II			

STAFF’S RECOMMENDED ACTION:

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

Request for Council Reconsideration: Yes

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

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This mitigation credit sale will generate \$189,520.94 which will be credited to the Transportation Penny Program.

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

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to Weyerhaeuser NR Company for an Army Corps of Engineers (ACE) 404 Permit for the I-26 Widening project which includes widening I-26 from 4 to 6 lanes for approximately 12 miles and from 4 to 8 lanes for approximately 4 miles. Interchange improvements are anticipated at Exit 97 (US 176), Exit 91 (S-48 Columbia Ave.), and Exit 85 (SC 202). Overpass bridge replacements are anticipated at S-58 (Koon Road), S-80 (Shady Grove Road), S-234 (Mt. Vernon Church Road), S-405 (Old Hilton Road), S-49 (Peak Street), S-39 (Peak Road), and S-167 (Parr Road). This is an updated request from the purchaser for additional mitigation credits. County Council, at its Regular Session Council Meeting on October 6, 2020, approved the sale of 6.76 mitigation credits to Weyerhaeuser NR Company for this project and the applicant is now requesting an additional 3.41 mitigation credits for a total of 10.17 mitigation credits.

The mitigation bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation and other projects. Construction of transportation projects requires permitting and many projects require mitigation credits to get permitted. 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 October 22, 2020 after receiving notification on October 21, 2020. If approved by the Transportation Ad Hoc Committee the requested mitigation credit sales will be submitted to the County Council at the Special Called County Council Meeting on December 8, 2020 for review and approval. 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 \$189,520.94 to \$43,072.94 for a difference of \$146,448.00 to the Transportation Program. The County Council has approved surplus mitigation credit sales on many occasions. The last two (2) mitigation credit sales approvals were completed by County Council at the Regular Session County Council Meeting on October 6, 2020 and the Special Called County Council Meeting on July 14, 2020. All related County Council actions since 2014 are not included in the attachments for brevity.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. Credit Sale Notice Weyerhaeuser 10.21.20
2. MCMB_Weyehaeuser_Draft Sale Agr_10.26.20_Signed
3. County Council Regular Session, October 6, 2020 – Minutes Reg_10_06_20 Weyerhaeuser.pdf
4. County Council Special Called Session, July 14, 2020 – SCM_07-14_20 Beechwood at Camden Kershaw Cnty.pdf

SALES NOTICE

This document is intended to serve as the “Sales Notice” required in Exhibit D, Section ii of the Purchase and Sale Agreement (the “Agreement”) for Reserved Mitigation Credits between Mill Creek Mitigation Holdings LLC (“MCMH”) and Richland County (the “County”); terms used but not defined herein shall have the meaning given such terms in the Agreement.

Pursuant to Section ii, the County has three business days to respond to this Sales Notice to confirm whether it would like to participate in the credit sale opportunity through the sale of its Buyer Surplus Credits. The below summary of the sales opportunity provides details on the sale and the calculation of proceeds if the County chooses to fulfill 100% of the sales opportunity using Buyer Surplus Credits. To the extent the County declines to participate or fails to respond within three business days, MCMH is free to utilize its Excess Credits to fulfill the sale, in which case the County would be entitled to 20% of the gross sales price, as further provided in the Agreement.

Enclosed with this Sales Notice is the current draft of the Credit Sales Agreement (the “Sales Agreement”). Please note that this Sales Notice and Sales Agreement relate to the same sales opportunity as that referenced in the Sales Notice we delivered to you on September 14, 2020, which we understand to have been approved by the County; the purchaser requires additional credits, so this Sales Agreement supersedes the previous version provided to you. The purchaser has indicated that the sale must close on or prior to November 30, 2020, as further provided in the Sales Agreement.

Please let us know if you have any questions.

Sincerely,

MILL CREEK MITIGATION HOLDINGS LLC

A handwritten signature in black ink, appearing to read 'C. Thompson', with a long horizontal flourish extending to the right.

Charles Thompson, Authorized Representative

October 21, 2020

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Interchange 26 Widening MM 85-101
<u>Location:</u>	Project information can be found on the following website: https://www.scdot.org/business/i-26-widening.aspx
<u>8-Digit HUC Watershed Code</u>	03050106 (Lower Broad River)
<u>Buyer:</u>	Weyerhaeuser NR Company
<u>Buyer's USACE 404 Permit #:</u>	SAC 2018-00748
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	10.17 restoration/enhancement credits
<u>Stream Credits:</u>	0.00
<u>Credit Proceeds:</u>	\$203,400.00
<u>Richland County Credit Share:</u>	\$187,128.00 (92% of \$203,400.00)
<u>MCMH Credit Share:</u>	\$16,272.00 (8% of \$203,400.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$11,964.71
<u>Richland County Fee Share:</u>	\$2,392.94 (20% of \$11,964.71)
<u>MCMH Fee Share:</u>	\$9,571.77 (80% of \$11,964.71)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale):</u>	\$215,364.71
<u>Richland County Gross Proceeds Share:</u>	\$189,520.94
<u>MCMH Gross Proceeds Share:</u>	\$25,843.77

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

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this 21st day of October, 2020 ("Effective Date"), by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and WEYERHAEUSER NR COMPANY, a Washington corporation ("Purchaser").

RECITALS

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

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

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

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

E. Purchaser desires to procure compensatory mitigation in connection with the project known as “Interchange 26 Widening MM 85-101” pursuant to USACE Charleston District permit SAC-2018-00748 (the “Permitted Project”), which is located outside the Service Area and outside the Bank’s Watershed;

F. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein if no credits are available from a bank with a service area and watershed that encompass the Permitted Project by the Closing Date (as defined below).

AGREEMENT

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

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

2. Sale of Credits. On the Closing Date (defined below), Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, (a) ZERO and 00/100 (0.00) stream enhancement/restoration mitigation credits and ZERO and 00/100 (0.00) stream preservation mitigation credits (the "Stream Credits") and (b) TEN and 17/100 (10.17) freshwater wetland enhancement/restoration mitigation credit and ZERO and 00/100 (0.00) freshwater wetland preservation mitigation credits (the “Wetland Credits”, and together with the Stream Credits, the “Credits”) from the Bank based on the terms and conditions contained herein.

On the Closing Date, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 4 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

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

Fee shall be calculated as the sum of (a) 0.5982353 Wetland Credit, which represents the functional acres of wetlands deducted from the Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-wetland-credit price defined in Section 4 below, and (b) 0.0000 Stream Credit, which represents the functional linear feet of stream deducted from the Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-stream-credit price defined in Section 4 below.

4. Purchase Price. The purchase price for the (a) Stream Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 (\$0.00); (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of TWO HUNDRED THREE THOUSAND FOUR HUNDRED and 00/100 (\$203,400.00); and, (c) Adjacent 8-digit HUC Fee of ELEVEN THOUSAND NINE HUNDRED SIXTY-FOUR and 71/100 (\$11,964.71), for a grand total purchase price for the Stream Credits and the Wetland Credits of TWO HUNDRED FIFTEEN THOUSAND THREE HUNDRED SIXTY-FOUR and 71/100 (\$215,364.71) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

5. Earnest Money. Within three business days of the Effective Date, Buyer will pay to Seller a nonrefundable deposit in the amount of TWENTY-ONE THOUSAND FIVE HUNDRED THIRTY-SIX and 47/100 (\$21,536.47) (the "Earnest Money"); if Buyer fails to make such payment within such time period, Seller shall have the right to terminate this Agreement by written notice to Buyer, and the parties shall have no further obligations to each other hereunder. For avoidance of doubt, Buyer previously paid to Seller a deposit in the amount of \$14,675.29; to fulfill the requirements set forth in the first sentence of this Section 5, Buyer shall pay an incremental deposit to Seller in the amount of \$6,861.18, and the aggregate amount of \$21,536.47 shall comprise the Earnest Money hereunder. To the extent Closing occurs, the Earnest Money shall be applicable to the Purchase Price.

6. Closing. The Closing of this Agreement shall occur on or before December 8, 2020 at 5:00p.m. ET ("Closing Date"). Closing shall be triggered by the payment by Buyer to Seller of the residual amount of the Purchase Price due in the amount of ONE HUNDRED NINETY THREE THOUSAND EIGHT HUNDRED TWENTY EIGHT and 24/100

(\$193,828.24), calculated as the Purchase Price less the Earnest Money. Following receipt of such amount, Seller shall deliver the Credits as provided in Section 7 below. If Seller does not receive such amount from Buyer on or prior to the Closing Date, Seller shall have the right to terminate this Agreement by written notice to Buyer and retain the Earnest Money as liquidated damages, and the parties shall have no further obligations to each other hereunder.

7. Delivery of Credits. Within three business days of receiving the full Purchase Price, Seller shall:

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

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

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

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

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

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

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

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

(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

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

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding

agreement of Seller and is enforceable in accordance with its terms.

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

9. Miscellaneous

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

Seller: Mill Creek Mitigation Holdings LLC
Attn: Charlie Thompson
3414 Peachtree Road NE, STE 990
Atlanta, Georgia 30326
Email: thompson@ecocapitaladvisors.com

With a copy to:

The Lyme Timber Company LP
Attn: David Hoffer
23 South Main Street, 3rd Floor
Hanover, NH 03755
Email: dhoffer@lymetimber.com

Purchaser: Weyerhaeuser NR Company
ATTN: Doug Hughes
406 Cole Road
Hattiesburg, MS 39402
doug.hughes@weyerhaeuser.com

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

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

shall survive the cancellation, termination or consummation of this Agreement.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties. This Agreement expressly supersedes the previous Agreement for Purchase and Sale of Stream and/or Wetland Mitigation Credits executed by Buyer on October 9, 2020 (the "Previous Agreement"); in case of any conflict between the terms of this Agreement and those set forth in the Previous Agreement, this Agreement shall govern.

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

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

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

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

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

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

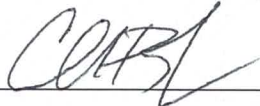
(k) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third-party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

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

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

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

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

PURCHASER: WEYERHAEUSER NR COMPANY

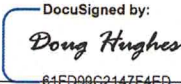
By: 
Printed: Doug Hughes
Its: Sr Manager of Mitigation

EXHIBIT A

[Attach map of Service Area]

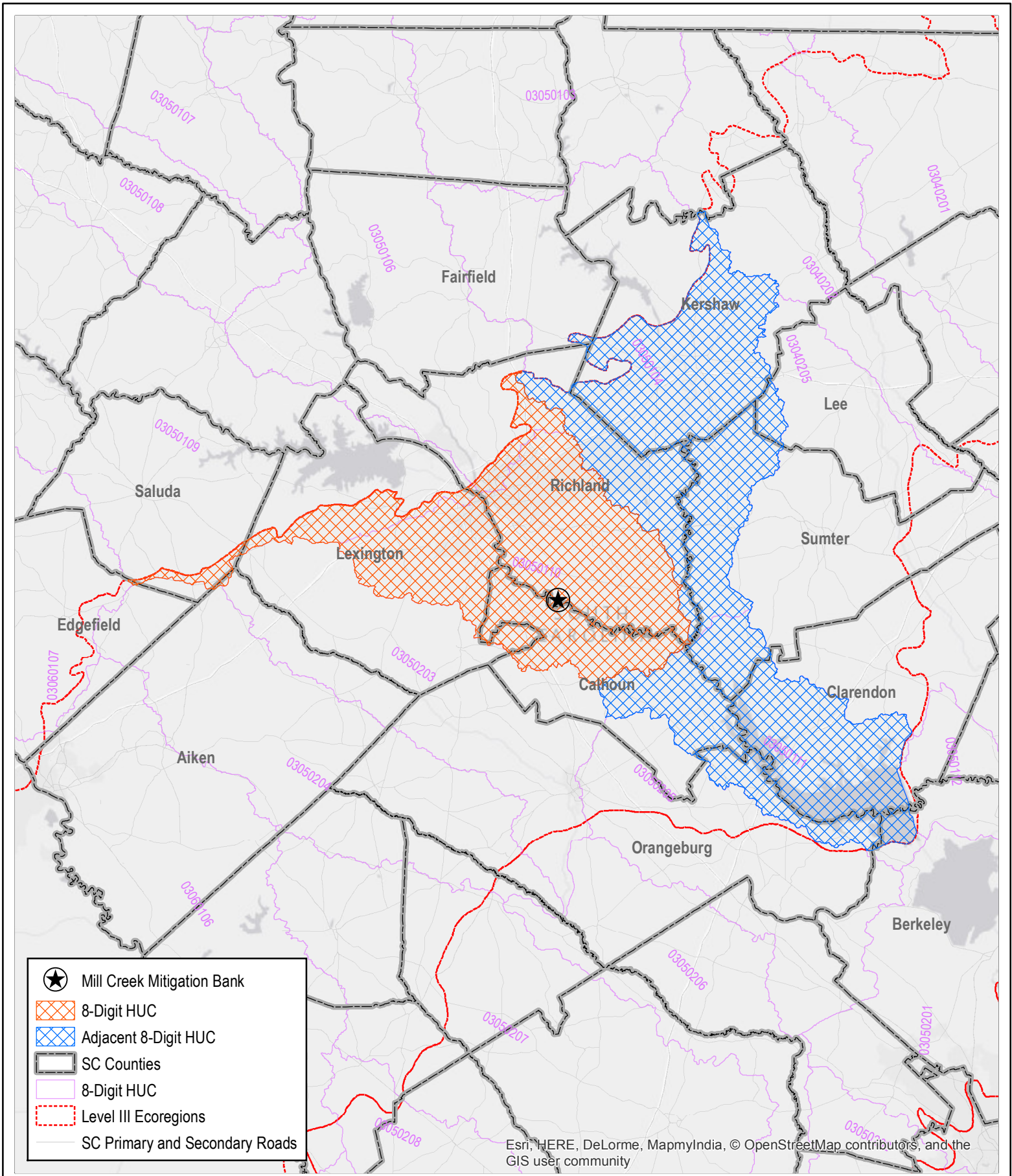


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the _____ day of _____, 2020, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and _____ ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2020 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

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

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Joyce Dickerson, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio and Joe Walker

OTHERS PRESENT: Michelle Onley, Ashiya Myers, Ashley Powell, Angela Weathersby, Leonardo Brown, John Thompson, Dale Welch, Kyle Holsclaw, Clayton Voignier, Jeff Ruble, Jennifer Wladischkin, Dwight Hanna, Michael Maloney, Stacey Hamm, Judy Carter, Brad Farrar, Bill Davis, Michelle Niermeier, Ronaldo Myers, Geo Price, Tamar Black, Michael Byrd, Quinton Epps, Mike King, Paul Brawley, Allen Brown, Randy Pruitt, Brittney Hoyle-Terry, Sandra Haynes, James Hayes and Larry Smith

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Bill Malinowski
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Bill Malinowski
4. **PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation Recognizing Spring Valley High School Named a “Top 20” National Magnet School of Excellence [MANNING and McBRIDE] – Ms. Onley read the proclamation into the record.
 - b. A Proclamation Recognizing Paris Asmond, Peyton Hightower, Madison Ross, and Olivia Taylor on their 4x400 Amateur Athletic Union Relay Race National Championship Win [MANNING and McBRIDE] – Ms. Onley read the proclamation into the record.
 - c. A Proclamation Recognizing Diane Sumpter on Receiving the Abe Venable Legacy Award for Lifetime Achievement by the US Minority Business Development Agency (MBDA) [MANNING] – Ms. Onley read the proclamation into the record.
5. **APPROVAL OF THE MINUTES**
 - a. Regular Session: September 15, 2020
 - b. Zoning Public Hearing: September 22, 2020
 - c. Special Called Meeting: September 24, 2020

Mr. Malinowski requested that the record reflect that he was not in attendance at the September 24, 2020 Special Called meeting due to him attending the memorial services for the former Clerk to Council, Michelle Cannon-Finch.

Ms. McBride moved, seconded by Ms. Dickerson, to approve the September 15, 2020 and September 22, 2020 minutes as distributed, and the September 24, 2020 minutes as corrected.

Mr. Malinowski moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

The motion for reconsideration failed.

19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Polo Rd. Widening Service Order – Mr. Manning stated the committee recommended approval of Service Order #11 to Cox & Dinkins for the design of Polo Road Widening, as described in the scope of work.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning and Newton

Opposed: Walker and Myers

Not Present: Kennedy

Mr. Manning moved, seconded by Ms. McBride, to reconsider this item.

In Favor: Walker and Myers

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning and Newton

Not Present: Kennedy

The motion for reconsideration failed.

- b. I-26 Widening Mitigation Credit Sales – Mr. Manning stated the committee is approve the sale of 6.76 wetlands credits to Weyerhaeuser NR Company for the SCDOT I-26 Interchange Widening Project for \$125,974.40.

Ms. Myers noted the entirety of this mitigation bank is on Old Bluff Road, which is in a blighted portion of Richland County. There has not been any proposed improvements to Old Bluff Road, yet there is a multimillion dollar mitigation bank, with mitigation bank credit sales, to be used to improve other parts of Richland County. Therefore, she will be voting against this item.

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

Oppose: Walker, Myers and Newton

Abstain: Dickerson

Not Present: Kennedy

The vote was in favor.

Mr. Manning moved, seconded by Ms. McBride, to reconsider this item.

In Favor: Walker, Myers and Newton

Opposed: Malinowski, McBride, Livingston, Terracio and Manning

Abstain: Dickerson

Not Present: Kennedy

The motion for reconsideration failed.

- c. Petition for Annexation of Richland County property- Three Rivers Greenway/Saluda Riverwalk – Mr. Manning stated the committee is for First Reading approval of the petition.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning, Myers and Newton

Opposed: Walker

Not Present: Kennedy

The vote was in favor.

- d. Transportation Department Organization – Mr. Manning stated the committee recommended approval to create the Transportation Department Finance Manager position. The funding has already been approved for the position. At the committee's October meeting, they will take up the organization chart.

Mr. Livingston inquired if this was staff's recommendation.

Mr. Manning responded in the affirmative.

Ms. Newton inquired if the current organizational chart does not represent where this new position will be, and we will be provided an updated organizational chart at the next committee meeting. In addition, where does the new position fit into the organizational chart?

Mr. Manning responded that the new organizational chart will be presented at the next committee meeting. The position will report to the Transportation Director.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice Chair; Joyce Dickerson, Calvin Jackson, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio, and Joe Walker

OTHERS PRESENT: Michelle Onley, Kimberly Williams-Roberts, Ashley Powell, Leonardo Brown, Brad Farrar, Dale Welch, Angela Weathersby, Ashiya Myers, Stacey Hamm, Michael Niermeier, John Thompson, Larry Smith, Tammy Addy, Clayton Voignier, Kyle Holsclaw, Quinton Epps, Synithia Williams, Jennifer Wladischkin, Judy Carter, Tariq Hussain, Dwight Hanna, John Hopkins, Jeff Ruble, Tyler Kirk, James Hayes, Allison Steele, Tommy DeLage and Brittney Hoyle-Terry

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Joyce Dickerson
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joyce Dickerson.
4. **APPROVAL OF MINUTES**
 - a. **Regular Session: June 16, 2020** – Ms. McBride moved, seconded by Ms. Dickerson, to approve the minutes as distributed.

Mr. Livingston noted that “Tourism Development” needs to be changed to “Temporary Alcohol” throughout the minutes.

Mr. Walker noted the vote on Item 19 (p. 25 ~ Minutes) should be in favor, and not unanimous.

In Favor: Dickerson, McBride, Livingston, Terracio, Walker, Jackson, Myers and Newton

Opposed: Malinowski and Manning

The vote was in favor.

- b. **Zoning Public Hearing: June 23, 2020** – Ms. Newton moved, seconded by Ms. McBride, to approve the minutes as distributed.

In Favor: Dickerson, McBride, Livingston, Terracio, Walker, Jackson, Myers and Newton

Opposed: Malinowski

20. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Mitigation Credit Sales – Kershaw County, Beechwood at Camden Project – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski stated all of the reviews, and dates of reviews, are blank in the briefing document, so he does not know what reviews or recommendations resulted in. He noted on p. 300 it says “gross proceeds” and it was indicated at the committee meeting it should have been “net”, but the briefing document still reflects “gross”; therefore, he cannot support this item.

Mr. Jackson responded that the reviews did take place by Legal, Finance and Budget, and should have been indicated.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Jackson and Newton

Opposed: Walker and Myers

Abstain: Manning

The vote was in favor.

- b. Staff Augmentation Additional Selection Approval – Mr. Jackson stated the committee recommended approval of 4 additional groups to support the Transportation Department.

In Favor: Dickerson, McBride, Livingston, Terracio, Walker, Jackson, Myers and Newton

Opposed: Malinowski and Manning

The vote was in favor.

21. REPORT OF THE SEWER AD HOC COMMITTEE

- a. Council Motion: I move that Richland County staff reevaluate the sewer project methodology to potentially allow for usage based rather than flat rate fees [MYERS] – Mr. Malinowski stated the committee recommendation was for new development, dependent on Richland County water or sewer services, or both, that the developer be required to meter the homes for usage, and that going forward Richland County develop a phased-in plan, so that a certain number of historic customers are annually brought into a metered system, until all customers are metered.

Ms. Newton made a substitute motion to approve staff’s rate recommendation (p. 317) and adopt Scenario 4 (p. 323), with a slight modification that whenever the County’s flat rate increased by more than 15% that the transfer customer rates be allowed to increase up to 20%, not to exceed the County’s flat rate. Ms. Dickerson seconded the motion.

Mr. Malinowski stated, if we do this, we are not addressing the situation, which has been around for years of how we get away from the flat rate. In Scenario 4, it says the transfer customers’ rate will increase at the same percentage year, as the other utility customers. He would like to know how anyone ends up getting near the flat rate, if the increase is the same.

Mr. Brown responded the County already had some rates approved for the next few fiscal years, so the assumption the information makes is that those rates will not be increasing annually.

FY21 Transportation BAN/BOND
To be delivered