RICHLAND COUNTY

REGULAR SESSION

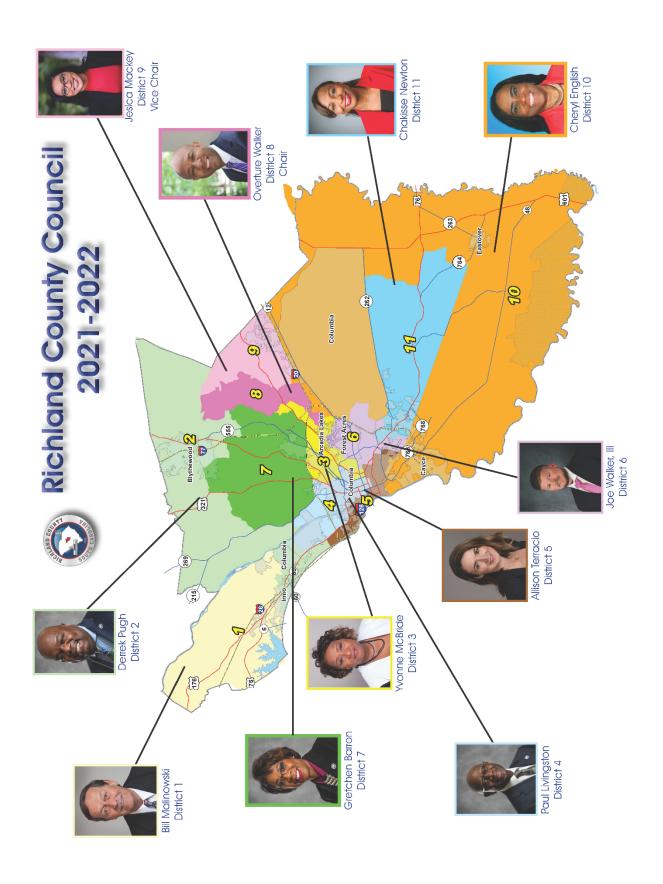
AGENDA



TUESDAY FEBRUARY 07, 2023

6:00 PM

COUNCIL CHAMBERS





Richland County Regular Session

AGENDA

February 07, 2023 6:00 PM Council Chambers 2020 Hampton Street, Columbia, SC 29204

1. CALL TO ORDER

The Honorable Overture Walker, Chair Richland County Council

- a. ROLL CALL
- 2. INVOCATION

Pastor Jeff Phillips Woodfield Park Church

3. PLEDGE OF ALLEGIANCE

The Honorable Overture Walker

4. APPROVAL OF MINUTES

The Honorable Overture Walker

- a. Regular Session: December 6, 2022 [PAGE 9-18]
- **b.** Special Called Meeting: December 13, 2022 [PAGE 19-30]
- c. Regular Session: January 3, 2023 [PAGE 31-34]
- 5. ADOPTION OF AGENDA

The Honorable Overture Walker

6. PRESENTATION OF RESOLUTION

Richland County Council

- **a.** Resolution Recognizing February as Black History Month
- 7. REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS (Pursuant to SC Code 30-40-70)

Patrick Wright, County Attorney

After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.

- a. Proposed Changes to Council Rules [PAGE 35]
- **b.** Project Connect [Pursuant to SC Code 30-40-70(2)]

8. CITIZEN'S INPUT

The Honorable Overture Walker

a. For Items on the Agenda Not Requiring a Public Hearing

9. CITIZEN'S INPUT

The Honorable Overture Walker

a. Must Pertain to Richland County Matters Not on the Agenda

(Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.)

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown, County Administrator

- a. Updates: [PAGES 36-37]
 - 1. Land Development Code Open House Meetings
 - 2. Richland County Website Project
 - 3. Employee Recognition Bill Davis, Director, Utilities
- **b.** Seeking approval for disbursement of CDBG and HOME Federal funds [PAGES 38-54]

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo, Clerk of Council

- **a.** SCAC Counties Connect: A Legislative Action Day and Institute of Government February 22-23, 2023
- **b.** County Council Committee Assignments

12. REPORT OF THE CHAIR

The Honorable Overture Walker

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Overture Walker

 An Ordinance amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by the addition of Article VII, Residential Rental Property Registration and Regulations

14. APPROVAL OF CONSENT ITEMS

The Honorable Overture Walker

a. An Ordinance amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by the addition of Article VII, Residential Rental Property Registration and Regulations [THIRD READING] [PAGES 55-58]

- **b.** FY22 Annual Roads Report : Staff requests that County Council receive the attached Annual Road Report for information and general publication [PAGES 59-87]
- c. Conservation Commission Mill Creek Bridge Replacement [PAGES 88-257]
- **d.** Department of Public Works Road Maintenance Fund Revenue [PAGES 258-261]
- e. Animal Services Intergovernmental Agreement City of Forest Acres [PAGES 262-272]
- **f.** Animal Services Intergovernmental Agreement Town of Irmo [PAGES 273-280]
- **g.** Animal Services Intergovernmental Agreement Town of Eastover [PAGES 281-288]

15. THIRD READING ITEMS

The Honorable Overture Walker

a. An Ordinance authorizing the option and acquisition of certain property located in Richland County; and other matters related hereto [PAGES 289-307]

16. SECOND READING ITEMS

The Honorable Overture Walker

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Viper to provide for payment of a fee-in-lieu of taxes; and other related matters [PAGES 308-339]
- b. Authorizing the purchase of an existing mitigation bank to secure mitigation credits to support economic development projects; and other matters related thereto [PAGES 340-380]

17. REPORT OF DEVELOPMENT & SERVICES COMMITTEE

The Honorable Derrek Pugh

a. An Ordinance establishing the offense of using, discharging, shooting, or igniting fireworks or similar explosives within Richland County between certain hours, to provide exceptions, and to provide a penalty for each violation [FIRST READING] [PAGES 381-384]

18. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Connect to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the execution and delivery of a project development agreement or memorandum of understanding by Richland County, South Carolina; and other related matters [BY TITLE ONLY] [PAGES 385]

19. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

- a. NOTIFICATION OF APPOINTMENTS [PAGE 386]
 - 1. Midlands Workforce Development Board Six (6) Vacancies (ONE applicant must have a background in Apprenticeship, ONE applicant must have a background in Adult Education, ONE applicant must have a background in Education and THREE applicants must be from the Private Sector)
 - a. Belinda McEachern
 - b. Rosalind Harps
 - c. Brittany Singleton
 - d. Melissa Drake
 - e. Deanta Reese
 - f. Carol A. Moore
 - g. Julius Weathers
 - h. Tim Miller (Incumbent)
 - i. Amy Scully (Incumbent)
 - j. Maria Calloway
 - k. J. Michael Harpe

20. OTHER ITEMS

The Honorable Overture Walker

- a. A Resolution to appoint and commission Sandra Dickerson as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 387]
- **b.** A Resolution to appoint and commission Spencer G. Robertson as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 388]

c. A Resolution to appoint and commission Jermaine Carr as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 389]

21. EXECUTIVE SESSION

Patrick Wright, County Attorney

After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.

22. MOTION PERIOD

23. ADJOURNMENT

The Honorable Overture Walker



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council REGULAR SESSION MINUTES

December 6, 2022 – 6:00 PM Council Chambers 2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jesica Mackey, Vice-Chair; Bill Malinowski, Derrek Pugh, Paul Livingston, Allison Terracio, Joe Walker (via Zoom), Gretchen Barron, Overture Walker, Cheryl English, and Chakisse Newton.

OTHERS PRESENT: Michelle Onley, Jennifer Wladischkin, Kyle Holsclaw, Judy Carter, Michael Byrd, Angela Weathersby, Justin Landy, Dale Welch, Michael Maloney, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Sandra Haynes, Tamar Black, Susan O'Cain, Jeff Ruble, Ashiya Myers, Abhijit Deshpande, Crayman Harvey, Stacey Hamm, Sarah Harris, Brittney Terry-Hoyle, Chelsea Bennett, Bill Davis, Hans Pauling, Geo Price, Zachary Cavanaugh, Dante Roberts, Paul Brawley, and Lori Thomas.

1. **CALL TO ORDER** - Chairman Overture Walker called the meeting to order at approximately 6:00 PM.

Chairman O. Walker noted, for the record, Ms. McBride is ill and unable to attend tonight's meeting.

- **INVOCATION** The Invocation was led by the Honorable Derrek Pugh.
- 3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was led by the Honorable Derrek Pugh.

4. APPROVAL OF MINUTES

a. Regular Session: November 15, 2022 – Ms. Terracio moved to approve the minutes as distributed, seconded by Ms. Barron

In Favor: Malinowski, Pugh, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

Not Present: McBride.

The vote in favor was unanimous.

b. Zoning Public Hearing: November 17, 2022 – Mr. Pugh moved to approve the minutes as distributed, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

Not Present: McBride

The vote in favor was unanimous.

5. **ADOPTION OF AGENDA** - Mr. Pugh moved to adopt the agenda as published, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride.

The vote in favor was unanimous.

- **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Mr. Patrick Wright, County Attorney, stated the following item was eligible to receive legal advice and be discussed in Executive Session.
 - a. Comprehensive Council Rules

CITIZENS' INPUT

For Items on the Agenda Not Requiring a Public Hearing – No one signed up to speak.

CITIZENS' INPUT

8.

<u>Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)</u>

The following individuals spoke in opposition to the development at 1113 Ridge Road, Hopkins, SC.

Ms. Becky Gross, 1463 Ridge Road, Hopkins, SC 29061
 Dr. Jeremy Dertien, 357 Cross Creek Road, Central, SC 29630
 Mr. John Logue, 108 San Carlos Court, Hopkins, SC 29630
 Ms. Majken Blackwell, 4600 Old Leesburg Road, Hopkins, SC 29061
 Mr. Norman Gross, 1463 Ridge Road, Hopkins, SC 29061
 Ms. Cindy Harrelson, 1317 Lower Richland Boulevard, Hopkins, SC 29061
 Ms. Jennifer Mancke, 320 Clearview Drive, Hopkins, SC 29061
 Mr. Robert Reese, 204 Sonoma Drive, Hopkins, SC 29061
 Ms. Linda Johnson, 654 Harmon Road, Hopkins, SC 29061
 Mr. Billy Sanders, 1133 Ridge Road, Hopkins, SC 29061
 Ms. Pam Rose, 1328 Ridge Road, Hopkins, SC 29061
 Mr. Clay Chappelle, 1416 Ridge Road, Hopkins, SC 29061

Mr. Wright stated County Council does not have the authority to not allow a permit. If there are any environmental or biological issues, the information should be presented to the Permitting Department. He noted Council makes the law, but they do not determine who receives permits.

Ms. Newton stated she made a promise to the community that she would never increase the density, and she has kept that promise. Within the bounds of the law, she will continue to work with the community to ensure anything developed there is respectful of the community.

Mr. Malinowski inquired if the County Attorney can provide the community with information on where they can take their concerns. He also inquired, if Council has the authority to approve or disapprove zoning and other environmental matters, why is this matter not in the purview of the Council?

Mr. Wright responded County Council is a legislative or law-making body. Council makes zoning laws but does not determine who abides by the laws. For example, if something is zoned a certain way, and they have the authority to appeal, you can change the zoning. If they are within the law, there is nothing you can do. He noted he is not the appropriate person to provide information on where to voice their concerns.

Ms. Newton stated she has the information and can provide it to the community members.

13. Cynthia Spencer, 1813 Pennfield Drive, Columbia, SC 29223 shared her concerns about being harassed

REPORT OF THE COUNTY ADMINISTRATOR

Updates:

Alvin S. Glenn Detention Center Updates – Mr. Leonardo Brown, County Administrator, shared a PowerPoint presentation of the current state of the Detention Center which was shared at the 11.17.22 Detention Center Ad Hoc Committee meeting. Since March 2022 the Detention Center has hired over 50 detention center officers. Mr. Brown introduced Mr. Crayman Harvey, Interim Detention Center Director, and acknowledge all the good work and efforts Mr. Harvey has been doing since he took over the leadership role at the facility including but not limited to addressing some of the mental challenge issues.

Mr. Harvey stated they are trying to change the philosophy of what correction looks like while also dealing with the mentally ill. They have been aggressively trying to determine how to keep these individuals safe, as well as provide them services while in the Detention Center. A mental health unit opened up. The Special Housing Unit where the mentally ill were previously housed has been demolished and taken offline. He noted they are going back to the basics of taking care of people, no matter if they are a criminal or a staff member.

Ms. English thanked the staff for their hard work on this matter.

Ms. Newton asked what measurements the County will take to continue to show improvements.

Mr. Brown replied one of the Assistant County Administrators has been working daily hand-in-hand with the facility to demonstrate Administration's commitment to the improvements. In addition, he is planning to hire a Compliance Officer for Quality Control. This person would have the ability to work as an Assistant Director, but will report directly to the County Administrator, which will allow this person to independently advise the Administration of issues.

Mr. Wright noted Chief Justice Toal has spoken highly of Richland County Council and the County Administrator for their response to address the issues at the Detention Center.

2. <u>Public Safety Salary Assessment</u> – Mr. Brown stated there was a review of salary associated with the public safety sector. As a part of this process, he spoke with the department heads or elected officials so they could share information regarding this review. In assessing the initial requests, we can address the salary concerns within the departments' budgets, based on their vacancy rates and COLA funds. Part of this will be addressed in FY22, but as we address this in the future, other considerations will have to take place. In reviewing the requests, an appraisal of other similarly-sized counties was conducted.

The recommended salary increases are as follows:

- Sheriff- Sworn Non-Exempt Only Earning less than \$55,000

 Of 409 positions 357 would receive increases between \$9 and \$4,999; averaging \$2,215

 Deputy I starting salary (certified) would increase to \$45,000

 - Deputy II starting salary would increase to \$36,508
- Solicitor Attorneys Only
 - Entry Attorney salary would increase to \$62,000 from \$52,483
 - Staggered increases by position and years of service
- Public Defender Attorneys Only
 - Entry Attorney salary would increase to \$62,000 from \$52,483
 - Staggered increases by position and years of service
- CASA Attorneys Only
 - Entry Attorney salary would increase to \$62,000 from \$52,483
- EMS Paramedics Only
 - O Salary increases averaging 4.75% would be implemented

The total impact in FY24 would be \$2,457,600. The following are options to fund the increases:

- Option A: 5% reduction of operating expenditures Countywide Option B: Allocate \$2,457,800 form ARPA Public Safety funds Option C: Increase tax collection by 1.5 mills

Ms. Terracio inquired when we are looking at the future impact, does that include filling vacancies.

Mr. Brown replied the ultimate goal is to fill those vacancies as soon as they find qualifying applicants.

Ms. Terracio inquired, for clarification, the numbers before us, are maintaining the same number of people on the current payroll.

Ms. English inquired, in regards to the 74 positions, do we have to maintain the funding for salaries, or do we have the ability to fluctuate those funds.

Mr. Brown responded the positions have to be funded so the dollars can be counted.

Mr. Livingston inquired if all the vacancies are public safety positions.

Mr. Brown responded in the affirmative.

Mr. Livingston inquired if we support Option B, does that mean we will be all right for the remainder of this year and next?

Mr. Brown responded we will be all right for the remainder of this fiscal year and next.

Ms. Newton stated, for clarification, through the end of this fiscal year, which ends June 30, 2023, and the entirety of FY24, which runs July 1, 2023, to June 30, 2024, we will be all right.

Mr. Brown responded in FY24 you would apply the ARPA funds to cover the costs of the salary increases.

Ms. Mackey inquired if the funding from the current vacancies will be enough to fulfill the full request.

Mr. Brown responded in the affirmative. It would be his recommendation to authorize the utilization of the ARPA funds to ensure there are enough funds to cover any miscalculations.

Ms. Mackey stated, it is her understanding, as it relates to the Sheriff's Department, once we allocate funding we cannot reduce their budget. Therefore, if we allocate ARPA funding to the Sheriff's Department, and the dollars run out, we will have to ensure we have funding in our budget to cover that amount.

Mr. Brown replied we cannot reduce positions, but he does not know if that equates to funding.

Mr. Wright responded you cannot reduce the positions and budget enough funds to keep the positions open.

Ms. Mackey inquired which departments Option A would apply to and which line items would be impacted.

Mr. Brown responded Option A would affect departments countywide and it would apply to their overall budget.

Ms. Mackey stated Option C proposes a tax increase. For clarification, this option would only be implemented if we do not go with the other two options.

Mr. Brown stated, generally speaking, a taxing entity does not have any other way to generate revenue other than fines, fees, and taxes. The way you address increased needs is to reduce expenditures or increase revenue.

Ms. Barron noted her concern is allowing these increases and not taking into account the vacancies these departments need to fill to achieve the level of excellence we would like to see. In her mind, it is like a hiring freeze for some of these departments because we are usurping the funds to meet the current needs/requests. She noted, from personal experience, law enforcement did not respond because her call was not a priority. She cannot imagine that continuing to happen. Are we going to be putting ourselves at an advantage by giving salary increases, when there are still hundreds of positions that need to be filled?

Mr. Brown replied it is a two-prong approach. In looking at this as an option to move forward, the Sheriff's Department is aware and has signed off on it. He believes they feel as though the need will be met to a certain degree. If you recall, the steps we took with the Detention Center, as it relates to personnel, are the same thing we are talking about here. Eventually, we hope we will get to a point where more salary dollars are the issue, but we did not want to wait on the hopeful personnel issue to materialize. As you look at the County's desire to invest in various segments of its core functions, we are going to have to look at the way we prioritize expenditures and the millage we receive.

Ms. Barron stated, for clarification, the \$2.4M in ARPA funds are the funds that have not been allotted across the board.

Mr. Brown responded in the affirmative. The funds were set aside to potentially address public safety-related concerns. He noted he believes we set aside approximately \$3M.

Ms. Barron noted there are additional funds that have not been allotted.

Mr. Brown replied he would have to go back to ensure that is correct.

Mr. Pugh inquired about how current the vacancy numbers are.

Mr. Brown responded they are relatively current, as they just met with the department heads in the last few weeks.

Mr. Pugh inquired if Option B will eventually take us to Option C.

Mr. Brown replied, with the current trend, we would have to substantially reduce expenditures or increase revenue.

Ms. Newton inquired regarding unfilled vacancies, are those unused salary dollars refunded to the County?

Mr. Brown noted the funds remain within the department's personnel line item, but, in general, the funding is in the General Fund. At the end of the fiscal year, the funding returns to the General Fund.

Ms. Newton inquired if the presumption is the ARPA funding will carry us through FY24 or if there will be additional salary increase requests.

Mr. Brown responded he cannot say this will be an end-all, be-all. He noted in his three years with the County they have received salary requests and they have not fully funded those requests. Currently, the County is conducting a compensation study, specifically for pay, to determine how we look in the governmental market and the private sector. In addition, establish a pay plan that you can budget for.

Ms. Newton inquired who the County's millage agencies are and are we required to give millage to those agencies, and, if yes, what percentage are we paying and what percentage are we required to provide.

Mr. Paul Brawley, County Auditor, responded the only millage agencies the County has to fund are the school districts and the Recreation Commission. The Recreation Commission must be funded at a minimum of 5 mills and there is a formula for the school districts that must be adhered to. All of the other millage agencies are at the pleasure of the Council.

Ms. Mackey inquired if a projection has been done for the next three years that shows the true impact of these salary increases. If not, she would like to see that done. She inquired if we have worked with the departments to develop other ways to look at benefits we could offer, outside of salary, to recruit individuals.

Mr. Brown responded staff did not do a 3-5 year projection because we are awaiting the results of the current compensation study. The compensation study is to produce a plan similar to the "GS Schedule". He noted the HR trends have been changing, and we are now in the timeframe where people want to know what they can do with what they are earning, and not what the future looks like.

Ms. Newton inquired if Council has to take action tonight.

Mr. Brown replied action can take place at the December 13th Special Called meeting, which would allow the increases to take effect in January 2023.

Chairman Walker stated, for clarification, the request is for Council to approve the ARPA funds to cover any gaps in FY23 and meet the salary increase request for FY24. To pay for these increases in FY25 and FY26, Council would have to decide on either a 5% Countywide budget cut or raise taxes with a 1.5 mill increase.

Mr. Brown responded in the affirmative.

Ms. Lori Thomas, Assistant County Administrator, stated, in speaking with the departments, they could continue to hire new hires at the new rates. Based on the timing it takes to hire people in our market, they would be able to make significant impacts on their vacancy rates.

Ms. English requested what the millage increase would equate to in tax dollars.

Mr. Livingston inquired if any of the options will require three readings and a public hearing.

Mr. Wright responded Options A and C would require three readings and a public hearing. Option B, which is the ARPA funds, those funds have already been dedicated to public safety.

Mr. O. Walker inquired if the use of ARPA funds would require additional action by Council since those funds were approved during the budget process.

Mr. Wright replied the County Administrator has the authority to allocate the ARPA funds.

Mr. O. Walker urged Councilmembers that have further questions to address those with either Mr. Brown or Ms. Thomas.

- 10. **REPORT OF THE CLERK OF COUNCIL** No report was given.
- 11. **REPORT OF THE CHAIR** No report was given.

12. OPEN/CLOSE PUBLIC HEARINGS

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina, the Ritedose Corporation and TRC Propco, Inc. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters No one signed up to speak.
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County South Carolina and Epoch Properties, LLC a company formerly known to the County as Project Coyote, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters No one signed up to speak.

13. APPROVAL OF CONSENT ITEMS

- a. 22-022MA, Jenny Reves, RU to NC (8.63 Acres), 9200 Wilson Blyd., TMS # R14600-03-41 [SECOND READING]
- b. An Ordinance amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by the addition of Article VII, Residential Rental Property Resignation and Regulations [FIRST READING] Ms. Terracio removed this item from the Consent Agenda.

Ms. Terracio moved to approve this item, seconded by Ms. English.

Ms. Terracio stated, for clarification, the ordinance includes nuisance offenses (i.e. noise and/or code enforcement infractions).

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton

Not Present: McBride and J. Walker

The vote in favor was unanimous.

- c. <u>Information Technology Cybersecurity Modernization</u>
- d. <u>Utilities Department Shady Grove Pump Station Project Bid Award</u>
- e. Finance Department Travel Policy Updates
- f. Richland County Sheriff's Department Accreditation Manager
- g. County Partnership with Gateway to the Army Association Centennial Park Project

Mr. Malinowski moved to approve the Consent Items (a) and (c-g), seconded by Ms. Barron.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Mr. Malinowski moved to reconsider Items 13(c-g), seconded by Mr. Pugh.

Opposed: Malinowski, Pugh, Livingston, Terracio, Barron, J. Walker, O. Walker, Mackey, English, and Newton

Not Present: McBride.

The motion for reconsideration failed.

14. THIRD READING ITEMS

a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina, the Ritedose Corporation and TRC Propco, Inc. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Mr. Pugh.

In Favor: Malinowski Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride and J. Walker. (technical difficulties with zoom)

The vote in favor was unanimous.

b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County and Epoch Properties, LLC, a company formerly known to the County as Project Coyote, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. Terracio.

Mr. Malinowski inquired if there were any significant changes to the updated agenda documentation from what was presented to Council a year and a half ago.

Mr. Jeff Ruble, Economic Development Director, indicated there were no significant changes.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton

Not Present; McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

15. SECOND READING ITEMS

a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Academy to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. Mackey.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton,

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; authorizing the execution and delivery of an infrastructure credit agreement by and among Richland County, South Carolina and Project Cheers to provide for certain infrastructure credits; and other related matters – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Green Arrow; and other related matters – Mr. Pugh moved to approve this item, seconded by Ms. English.

Mr. Malinowski requested the land description by Third Reading. He inquired as to who will be providing sewer for the project.

Mr. Ruble responded it will be the City of Columbia.

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

Opposed: Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote was in favor.

d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement y and between Richland County, South Carolina and Project Golden Eagle to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. Mackey.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

16. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

a. <u>An Ordinance authorizing the option and acquisition of certain property located in Richland County; and other matters related thereto [FIRST READING]</u> – Mr. Livingston stated the committee recommended approval of this item.

Mr. Malinowski inquired as to when the effective and option dates will be defined.

Mr. Ruble replied they will be provided once the ordinance has been approved.

Mr. Malinowski requested a map of the property and, as it relates to Item 4 – "Option Term/Closing", to have the type of mail defined. In addition, he requested an explanation of the following language: "Optionee hereby agrees to reimburse Optionor for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property)".

Mr. Ruble replied he did not fully understand the language. He will have the real estate attorney provide an explanation.

Mr. Malinowski inquired as to what the intended use will be in the future.

Mr. Ruble replied they have discussed it being zoned EMP (Employment District) in the future. Some of the property will best be utilized as industrial.

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

Opposed: Terracio.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote was in favor.

b. A Resolution approving and consenting to the sale of property by Unum Group, Unum Life Insurance Company of America, and Colonial Life & Accident Insurance Company (collectively, "Assignors) to TSO 1200 Colonial Life Blvd Retail, LP and TSO 1200 Colonial Life Blvd, LP; the partial assignment by Assignors to TSO 1200 Colonial Life Blvd Retail, LP and TSO 1200 Colonial Life Blvd, LP of two fee agreements by and between Assignors and Richland County. South Carolina; and other related matters – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride and I. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

c. Authorizing the first amendment of that certain fee agreement by and between Richland County, South Carolina, and Eastover Solar, LLC, relating to, without limitation, the further investment of the project, the increase of the phase termination date, and an update to the fee payment schedule and amount and other related matters [FIRST READING] –

Mr. Livingston stated the committee recommended approval of this item.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

17. REPORT OF RULES AND APPOINTMENT COMMITTEE

a. NOTIFICATION OF APPOINTMENTS

1. <u>Community Relations Council – One (1) Vacancy</u> – Ms. Barron stated the committee recommended appointing Ms. Shandelle Simmons.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

2. <u>Music Festival Commission – One (1) Vacancy</u> – Ms. Barron stated the committee recommended appointing Mr. Stephen Rebl.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

3. <u>Richland Library Board – Six (6) Vacancies</u> – Ms. Barron stated the committee recommended re-appointing Ms. Erin Johnson and Ms. Lee Rambo and appointing Ms. Chelsea Richard, Mr. Jonathan Robertson, Ms. Cynthia Cox, and Ms. Burlean Moses.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

4. <u>Township Auditorium Board – Two (2) Vacancies</u> – Ms. Barron stated the committee recommended appointing Mr. Frank Robinson and Dr. Travien L. Capers.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

18. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

a. Resurfacing Package T – Ms. Mackey stated the committee recommended awarding the construction contract to the lowest responsive and responsible bidder, Palmetto Corp of Conway.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

b. <u>Lake Tide Summit Credit Sales</u> – Ms. Mackey stated the committee recommended approval of Lake Tide Summit Development's purchase of 3.132 wetland credits at a rate of \$20,000 per credit.

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

Opposed: Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote was in favor.

Ms. Barron moved to reconsider Items 18(a - b) and 19(a-c), seconded by Ms. Newton.

Opposed: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The motion for reconsideration failed.

19. OTHER ITEMS

- a. FY23 District 2 Hospitality Tax Allocations: (Big Red Barn Retreat \$5,000 and Benedict College \$10,000)
- b. FY23 District 7 Hospitality Tax Allocation: (Westwood High School \$3,000)
- c. FY23 District 9 Hospitality Tax Allocation: (Divine Nine Foundation \$10,000)

Ms. Barron moved to approve Items 19(a), (b), and (c), seconded by Mr. Pugh.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

20. EXECUTIVE SESSION

a. Comprehensive Council Rules

Ms. Mackey moved to go into Executive Session, seconded by Ms. Newton.

Mr. Malinowski stated Council Rules are always made public. He inquired if there is anything sensitive that should not have been made public.

Mr. Wright responded he does not give legal advice in public, which is the purpose of the Executive Session.

In Favor: Pugh, Livingston, Barron, O. Walker, Mackey, English, and Newton.

Opposed: Malinowski and Terracio. Not Present: McBride and J. Walker.

The vote was in favor.

Council went into Executive Session at approximately 8:09 PM and came out at approximately 8:34 PM

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

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

Not Present: McBride and J. Walker. (technical difficulties with zoom)

The vote in favor was unanimous.

Chairman Walker stated no actions were taken during the executive session.

a. <u>Comprehensive Council Rules</u> – No action was taken.

21. MOTION PERIOD

a. Motion to amend Council Rules - Rule 4.1 - Ad Hoc Committees

The title should be changed to read Standing and Ad Hoc Committees for the heading.

Below the heading should be the wording "Standing and Ad Hoc Committees will be appointed by the Chair on an asneeded basis and shall follow the same rules and procedures as Council." [MALINOWSKI] – Mr. Malinowski stated this motion can be included in the recommended changes to the Comprehensive Council Rules.

b. Direct the Administrator to create regulations for the operation of Short-Term Rentals (STRs) in unincorporated Richland County. Those regulations would be listed as an amendment to the current ordinance relating to residential rental property regulations similar to the Absentee Landlord Ordinance that is currently being considered. Consideration should be given to licensing, safety measures, number of occupants allowed, effects on infrastructure such as sewer and water, EMS and Law Enforcement potential response and not having them create a nuisance in the neighborhood [MALINOWSKI] – Mr. O. Walker proposed this item be referred to the Development & Services Committee.

Mr. Wright stated the only possible concern is the motion is dealing with a land use regulation, which may be under Chapter 26 and the Planning Commission.

Mr. Malinowski responded he was attempting to tailor the motion after the absentee landlord motion. If Mr. Wright believes this needs to go to the Planning Commission, he will stay with the motion he made at the last Council meeting.

Chairman O. Walker referred the motion to the Planning Commission.

22. **ADJOURNMENT** – Ms. Newton moved to adjourn the meeting, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

The meeting adjourned at approximately 8:38 PM.



Richland County Council Special Called Meeting MINUTES

December 13, 2022 – 6:00 PM Council Chambers 2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jesica Mackey, Vice-Chair, Bill Malinowski, Derrek Pugh, Yvonne McBride, Paul Livingston, Allison Terracio, Joe Walker, Gretchen Barron, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Anette Kirylo, Leonardo Brown, Patrick Wright, Lori Thomas, Aric Jensen, Stacey Hamm, Jennifer Wladischkin, Angela Weathersby, Justin Landy, Tamar Black, Jeff Ruble, Dale Welch, Abhijit Deshpande, Michelle Onley, Chelsea Bennett, Ashiya Myers, Quinton Epps, Kyle Holsclaw, Sarah Harris, Casey White, Judy Carter, Sandra Haynes, John Thompson, Wayne Richardson, and Paul Brawley

- 1. **CALL TO ORDER** Chairman Overture Walker called the meeting to order at approximately 6:00 PM.
- 2. **INVOCATION** The Invocation was led by the Honorable Derrek Pugh.
- 3. PLEDGE OF ALLEGIANCE The Pledge of Allegiance was led by the Honorable Derrek Pugh.
- 4. **ADOPTION OF THE AGENDA** Mr. Pugh moved to amend the agenda to add a resolution honoring the late Vince Ford to the agenda, seconded by Ms. English.

Mr. Malinowski moved to add a hospitality allocation request for District 1 to the agenda, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

The vote in favor of adopting the agenda as amended was unanimous.

5. PRESENTATION OF PROCLAMATION/RESOLUTION

- a. <u>Proclamation Recognizing Wayne L. Richardson's Retirement [PUGH]</u> Ms. Tamar Black, Assistant to the Clerk of Council, read the proclamation into the record on behalf of Councilman Pugh.
- b. <u>A Resolution Honoring the life of Community Leader Vince Ford</u> Ms. Black read the resolution into the record on behalf of Council.

Ms. Newton moved to adopt a resolution honoring the life of Vince Ford, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

The vote in favor was unanimous.

6. REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS

a. <u>Proposed Changes to Council Rules</u> – Mr. Patrick Wright, County Attorney, noted this item was eligible for Executive Session.

7. CITIZENS' INPUT

- a. For Items on the Agenda Not Requiring a Public Hearing
 - 1. Ms. Dianna Deaderick, 110 S. Ravenal Street, Columbia, SC 29205 (ARPA Funding)
 - 2. Ms. Luvee Bluefort, Cherokee Street (ARPA Funding)
 - 3. Carey Grady, 114 Camberely Court, Columbia, SC 29223 (ARPA Funding)

8. CITIZENS' INPUT

a. <u>Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.)</u> – No one signed up to speak.

9. REPORT OF THE COUNTY ADMINISTRATOR

a. <u>Updates</u> – Mr. Leonardo Brown, County Administrator, noted he attended the December 8th Legislative Delegation meeting. Representative Leon Howard and Representative Beth Bernstein were elected Chair and Vice Chair of the Legislative Delegation, respectively. The Delegation has access to specific funding. He will be working with Dr. Kim Janha on how to access the funding for the County.

Mr. Brown stated the County has received two submissions to the State Lobbyist solicitation.

Mr. Brown noted at the previous Council meeting there was a discussion regarding the Public Safety Assessment. A briefing addendum was provided to Councilmembers to address many of the questions raised during the discussion.

Ms. Newton stated, for clarification, utilization of the funding from vacancies will provide sufficient funding to offer the increases for FY23. In addition, under State law, once we allocate the funds for salaries, we must continue to provide those funds for salaries.

Mr. Brown responded in the affirmative.

Mr. Wright replied we have to maintain the positions, but not the exact salary.

Ms. Newton moved to authorize the Administrator to work with the Public Safety departments, mentioned in the Public Safety Assessment, and utilize funding from vacancies to meet the needs relative to those specific positions, seconded by Mr. Pugh.

Mr. Livingston inquired if Ms. Newton's motion is Option (a), (b), or (c).

Ms. Newton responded she was not referring to a particular option.

Mr. Livingston inquired as to what we are doing with the vacancy dollars.

Mr. Brown replied the vacancy dollars will address the raises the organizations requested for their staff members for FY23.

Mr. Malinowski noted Greenville County, which has a larger population, has fewer attorneys in their Public Defender and Solicitor's Office. He noted he knows the number of

attorneys are predicated on caseloads; therefore, he would like to know why there are so many cases being handled by the Richland County offices.

Ms. Barron inquired if utilizing the vacancy funding, will the departments still be able to fill vacancies.

Mr. Brown responded he believes the funding will be sufficient to fund the raises and fill the vacancies.

Ms. McBride inquired if Ms. Newton's motion is the Administrator's recommendation.

Mr. Brown responded the motion acknowledges the current budget process. There was also a discussion about potential future action.

Ms. Barron requested Council and Administration work on a permanent fix to address these needs. She suggested a work session during the budget process.

In Favor: Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

Opposed: Malinowski

The vote in favor was unanimous.

Mr. J. Walker moved to reconsider this item, seconded by Ms. Barron.

In Favor: Malinowski

Opposed: Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

The motion for reconsideration failed.

10. REPORT OF THE CLERK OF COUNCIL

- a. <u>Strategic Planning Forum Update</u> Ms. Anette Kirylo, Clerk to Council, reminded Council members of the upcoming Strategic Planning Forum on January 25-27, 2023. She will be emailing additional details to Council in the coming days.
- 11. **REPORT OF THE CHAIR** Mr. O. Walker congratulated Ms. Newton on being awarded the Keep the Midlands Beautiful 2022 "Green Elected Official Award".

Keep the Midlands Beautiful Executive Director, Ebonee Gadson presented the award to Councilwoman Newton.

Chair O. Walker and Vice-Chair Mackey were joined by the full Council to honor outgoing Councilmembers Malinowski and J. Walker for their service to the County.

12. OPEN/CLOSE PUBLIC HEARINGS

- Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Husqvarna Construction Products North America, Inc. and Husqvarna Professional Products, Inc. to provide for payment of a fee-inlieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.
- b. <u>Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park</u> jointly developed with Fairfield County to include certain property located in Richland

<u>County</u>; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to GSM of North Main LLC, and Peak Drift Beverages, LLC; and other related matters – No one signed up to speak.

- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Crosspointe at Killian, LLC, a company previously identified as Project Green Arrow; and other related matters No one signed up to speak.
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Golden Eagle to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters No one signed up to speak.

Ms. Terracio noted this item is still listed under its project name; therefore, the public will not have an opportunity to know about the company and its location.

Mr. Ruble responded the company is not only relying on incentives from the County, but also the State. Since the County does not have any public hearings in January, they opted to hold the public hearing in December. The State will be taking the matter up in January; therefore, the company and the State have requested not to disclose the company's name until the State takes action. The County can maintain confidentiality until such time as the Third Reading documents have been executed. He noted the identity of the company does not add context to the public discourse.

Mr. Wright noted the company is not disclosed in the agenda documentation, but the details of the project are included.

13. APPROVAL OF CONSENT ITEMS

- a. <u>22-022MA, Jenny Reyes, RU to NC (8.63 Acres), 9200 Wilson Blvd., TMS # R14600-03-41 [THIRD READING]</u>
- b. An Ordinance amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by the addition of Article VII, Residential Rental Property Registration and Regulations [SECOND READING]

Mr. Malinowski moved to approve the Consent Items, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.

The vote in favor was unanimous.

14. THIRD READING ITEMS

a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Husqvarna Construction Products North America, Inc. and Husqvarna Professional Products, Inc. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Mr. J. Walker.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park
jointly developed with Fairfield County to include certain property located in Richland
County; the execution and delivery of a public infrastructure credit agreement to provide
for public infrastructure credits to GSM of North Main LLC, and Peak Drift Beverages, LLC;
and other related matters – Ms. English moved to approve this item, seconded by Ms.
Mackey.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.

The vote in favor was unanimous.

c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Crosspointe at Killian, LLC, a company previously identified as Project Green Arrow; and other related matters. - Ms. English moved to approve this item, seconded by Mr. J. Walker.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, and English

Opposed: Newton.

The vote was in favor.

d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina, and Project Golden Eagle to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. Mackey.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.

The vote in favor was unanimous.

Mr. Livingston moved to reconsider Items 14(a), (b), and (c), seconded by Mr. J. Walker.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.

The motion for reconsideration failed.

15. SECOND READING ITEMS

a. An Ordinance authorizing the option and acquisition of certain property located in Richland County; and other matters related hereto – Mr. Livingston moved to approve this item, seconded by Ms. Mackey.

Mr. Malinowski inquired if we received an appraisal on the property.

Mr. Ruble replied we arrived at the option price through a comparison of other properties purchased and sold in the area. He noted the State offers grant funding to perform the due diligence on the property. The County is not committing to purchase the property, but to put the property under a purchasing option for five years.

Mr. Malinowski stated, for the record, the County needs to describe how the mailing is handled to ensure we are not burned by someone saying they did not get it.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.

The vote in favor was unanimous.

b. Authorizing the first amendment of that certain fee agreement by and between Richland County, South Carolina and Eastover Solar, LLC, relating to, without limitation, the further investment of the project, the increase of the phase termination date, and an update to the fee payment schedule and amount and other related matters – Ms. English moved to approve this item, seconded by Mr. J. Walker.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.

The vote in favor was unanimous.

16. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

- a. Authorizing the formation of a public-private partnership for economic development; approving a concept document setting forth the goals of such partnership, and other related matters – Mr. Livingston noted the request is to approve the concept of a public-private partnership, not to develop a partnership.
 - Mr. Livingston stated the committee recommended approval of this item.
 - Ms. McBride inquired if there are any legally binding rules since this is only a concept.
 - Mr. Wright replied the resolution is a document stating Council's intent to potentially create a public-private partnership. The details would come back to Council to be formally adopted.
 - Ms. McBride inquired if the resolution is necessary or if we could develop a concept and bring it back to Council.
 - Mr. Wright responded, in order to start the process, there needs to be a declaration of intent by the Council.
 - Ms. McBride inquired if she votes in favor of this item does that mean she is committing to the process.
 - Mr. Wright responded it is a commitment to start the process. Council can always decide not to complete the public-private partnership. Any documents or agreements would have to come before Council for approval.
 - Ms. Newton stated, for the record, she supports the idea of a public-private partnership.
 - Mr. Malinowski inquired as to whom the County will partner with.
 - Mr. Wright replied the public-private partnership will create a corporation whereby the board members are selected by Council to work on economic development endeavors.
 - Mr. Malinowski noted the resolution states, "County Council in connection with the approval of the...Fiscal Year 2023-24 budget at which time the...Council will consider the proposed funding, budget and operating procedures of the Partnership" but we do have not a dollar amount.
 - Mr. Wright replied that will come about when there is more concrete information.

Mr. Malinowski stated, the resolution further states, "The Richland County Council will retain majority control of the Board, with three members of Richland County Council serving on the Economic Development Corporation Board (the County Council Chairman, the County Council Vice-Chairman, and the Economic Development Committee Chair). An additional two Board members will be directly appointed by Richland County Council, for a majority of five out of nine members." He noted he does not agree with the language, as written. In his opinion, a majority would be five Councilmembers. In addition, it states, "The President/CEO of the public/private partnership will be the current County Economic Development Director and shall serve at the pleasure of the Board." This seems to take the matter out of Council's control. Lastly, it states, "The public/private partnership will be funded through the County at current levels and through private sector contributions. The staff of the newly created partnership will remain employees of the county for retirement and benefits purposes." He inquired who the staff members will be (i.e. board members).

Mr. Wright responded, in reference to the three Councilmembers, you cannot have a majority of Council on the board because it is a separate organization, but Council has the ability to appoint individuals to represent the County's interest. One of the benefits of the public-private partnership is there are certain things a governmental entity cannot do that a private organization can do. The purpose of the public-private partnership is for the benefit of the County.

Mr. Ray Jones, Attorney representing Parker Poe, stated this discussion has been going on for the last five years. The County recognizes there are other communities in South Carolina that have been successful in Economic Development by leveraging private input and dollars, for the benefit of the citizens of the County.

Ms. Barron inquired when will the details of the public-private partnership be fleshed out.

Mr. Wright responded the first step is for Council to authorize the concept of the process.

Mr. Livingston stated the idea is for Council to direct the Administrator and Economic Development to undertake the next phase of the partnership to fulfill the concept document and present it to Council in connection with the FY24 budget. At that time, Council will consider the proposed funding and operating procedures for the partnership. He noted the biggest problem for the County is the private sector disconnect.

Mr. Jones stated there are two critical path items the County needs to begin to undertake. First, would be the by-laws of the corporation with input from the County and approval from Council. Secondly, a real budget with an understanding of what the funds will be spent on, an appreciation of how private sector dollars will be leveraged, and the ability to see how the investments benefit the County on an ongoing basis.

Mr. Malinowski suggested including in the resolution the County's ability to back out of the partnership by simply not funding it during the budget process.

Ms. Mackey stated, on the record, she is fully in support of the resolution, the public-private partnership, and what it means for Economic Development, the residents, and the growth of Richland County. She noted Richland County and Mr. Ruble have done a great job with Economic Development. At last year's retreat, we heard from Greenville County on its economic endeavors. In addition, Council came up with goals, ideas, and initiatives we supported to move the County forward. One of the ideas was the public-private partnership. Furthermore, the Economic Development Office has had a separate strategic plan, which was developed by a consultant that lays out goals. The Economic Development Office's strategic plan also included a public-private partnership. The concept has been discussed in Economic Development Committee meetings and each Councilmember has been contacted by Mr. Jones' team to discuss the concept. She encouraged her colleagues to support moving forward with the item before them.

Ms. McBride stated in order to make an intelligent, informed decision you need to have the information provided. She noted just because someone has a public-private partnership you cannot say that is the reason they are successful. She indicated she would like to see data on what other states and counties are doing with public-private partnerships. She inquired, what authority does Council have? Is it legal for her to give up her authority for County taxes to be levied and give it to the public-private partnership? Will there still be an Economic Development Committee or will the partnership take its place?

Mr. Pugh stated he believes this is a great idea to help the County move forward. He noted he would like to be a part of the fleshing-out process before a concrete decision is made to move forward.

In Favor: Pugh, Livingston, Terracio, J. Walker, Barron, Mackey, English, and O. Walker

Opposed: Malinowski, McBride, and Newton.

The vote was in favor.

 b. An Ordinance authorizing the transfer of certain property owned by Richland County and located in the Pineview Industrial Park; and other matters related thereto [FIRST READING BY TITLE ONLY] - Mr. Livingston stated the committee recommended approval of this item.

Mr. Malinowski inquired if the County is selling or purchasing the property.

Mr. Ruble responded the County is selling the property to a potential company.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.

The vote in favor was unanimous.

17. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

a. NOTIFICATION OF APPOINTMENTS

1. Accommodations Tax Committee – Seven (7) Vacancies (TWO applicants must have a background in the lodging industry, THREE applicants must have a background in the hospitality industry, ONE applicant must have a cultural background, and ONE applicant will fill an at-large seat) – Ms. Barron stated the committee recommended appointing Mr. David Bergmann.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

The vote in favor was unanimous.

- 2. <u>Board of Zoning Appeals Four (4) Vacancies</u> Ms. Barron stated the committee recommended re-advertising for the vacancies. No action was taken.
- 3. <u>East Richland Public Service District Commission One (1) Vacancy</u> Ms. Barron stated the committee recommended re-appointing, Mr. Thaddeus Timmons.

Ms. McBride made a substitute motion to appoint Ms. Catherine Fleming Bruce, seconded by Ms. Terracio.

In Favor: McBride, Terracio, O. Walker, Mackey, and English.

Opposed: Malinowski, Pugh, Livingston, J. Walker, Barron, and Newton.

The substitute motion failed.

In Favor: Malinowski, Pugh, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.

Opposed: McBride.

The vote was in favor.

Lexington Richland Alcohol and Drug Abuse Council (LRADAC) – One (1) Vacancy –
Ms. Barron stated the committee recommended re-appointing Mr. L. L. (Buddy)
Wilson.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.

The vote in favor was unanimous.

5. <u>Richland Memorial Hospital Board – Six (6) Vacancies</u> – Ms. Barron stated the committee recommended re-appointing Ms. Mary Mazzola Spivey and Mr. Ronald Scott and appointing Ms. Virginia Crocker, Mr. Patrick Palmer, Mr. Justin Shinta, and Mr. James Manning.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Mr. Malinowski moved to reconsider Items 17(a)(1, 3, 4, and5), seconded by Ms. Barron.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

The motion for reconsideration failed.

b. NOTIFICATION OF VACANCIES

- 1. Accommodations Tax Committee Five (5) Vacancies (THREE applicants must have a background in the hospitality industry, ONE applicant must have a cultural background, and ONE applicant will fill an at-large seat)
- 2. <u>Airport Commission One (1) Vacancy (Applicant must reside in the Rosewood, Shandon, or Hollywood-Rose Wales Garden neighborhoods)</u>
- 3. <u>Board of Zoning Appeals Four (4) Vacancies</u>
- 4. Building Codes Board of Appeals Nine (9) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Building Industry, ONE applicant must be from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Engineering Industry, and TWO applicants must be from the Fire Industry as alternates)
- 5. <u>Business Service Center Appeals Board Three (3) Vacancies (ONE applicant must be</u> from the Business Industry and TWO applicants must be CPAs)

- 6. Community Relations Council Three (3) Vacancies
- 7. Employee Grievance Committee Two (2) Vacancies (Must be a Richland County Government employee)
- 8. <u>Hospitality Tax Committee One (1) Vacancy (Applicant must be from the Restaurant Industry)</u>
- 9. Planning Commission One (1) Vacancy
- 10. Riverbanks Park Commission One (1) Vacancy
- 11. Township Auditorium Board One (1) Vacancy
- 12. <u>Transportation Penny Advisory Committee (TPAC) Three (3) Vacancies</u>

Ms. Barron stated the committee recommended advertising the listed vacancies.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Ms. Terracio inquired if someone applied and interviewed in the past year, will they be considered in this next round of interviews?

Ms. Barron responded application stays on file for one year.

18. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

a. <u>SCDOT I-26 Widening Mitigation Bank Credit Transaction</u> – Ms. Mackey stated the committee recommended approving SCDOT's request to purchase 22.80 wetland and 16,500 stream credits at a rate of \$12,500 and \$175 per credit, respectively, for the SCDOT's I-26 Widening Project (mm 125-137) in Calhoun and Lexington Counties.

Mr. Malinowski noted the remaining projects in the Penny Program will require 3,400 stream credits and would increase if the Penny Tax is extended. He inquired if it would be wise to go down to the bare bone minimum.

Mr. Aric Jensen, Assistant County Administrator, responded if a Penny Tax Phase II comes about a Mitigation Bank Phase II will come about.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, and English.

Opposed: Newton.

The vote in favor was unanimous.

Ms. Mackey moved to reconsider this item, seconded by Ms. Newton.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.

The motion for reconsideration failed.

19. REPORT OF THE CORONAVIRUS AD HOC COMMITTEE

a. <u>Seeking approval for two Public Service Projects funded by CDBG-CV funds</u> – Ms. Barron stated the committee recommended moving forward with funding of two public service

projects totaling \$150,000 to be funded utilizing Community Development Block Grant COVID-19 (CDBG-CV) Federal funds.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Ms. Mackey moved to reconsider this item, seconded by Ms. Newton.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

The motion for reconsideration failed.

b. <u>American Rescue Plan Act Grant Process Update</u> – Ms. Barron stated the County has been working with the third-party vendor Guidehouse to evaluate the applications. Staff is recommending Guidehouse re-evaluating the applications with a risk assessment score of 15 or higher, based upon the County's scoring rubric.

Mr. Malinowski inquired if Guidehouse's fees are coming out of the ARPA funds.

Mr. Brown responded in the affirmative.

20. REPORT OF THE COMMUNITY IMPACT GRANTS AD HOC COMMITTEE

a. Recommendations for Community Impact Grants – Ms. English stated the committee recommended approving the grant recommendations in the amount of \$259,445.75. The funds were budgeted for during the FY23 budget process, and need to be spent by the conclusion of FY23 or go back into the General Fund.

Mr. Malinowski inquired as to where the funds are coming from.

Ms. English responded they are General Fund set aside funds.

In Favor: Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton

Opposed: Malinowski, McBride, and J. Walker

The vote was in favor.

Ms. English moved to reconsider this item, seconded by Ms. Mackey.

In Favor: Malinowski, McBride, and J. Walker

Opposed: Pugh, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton

The motion for reconsideration failed.

21. OTHER ITEMS

a. <u>FY23 – District 4 Hospitality Tax Allocations</u> – Mr. Livingston moved to approve this item, seconded by Ms. McBride.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton

Opposed: J. Walker

The vote was in favor.

Mr. Livingston moved for reconsideration of this item, seconded by Ms. Mackey.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

The motion for reconsideration failed.

b. <u>FY23 – District 1 Hospitality Tax Allocations</u> – Mr. Malinowski moved to approve this item, seconded by Mr. Pugh.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, Mackey, English, and Newton

Opposed: J. Walker and O. Walker

The vote was in favor.

Mr. Malinowski moved to reconsider this item, seconded by Mr. Pugh.

In Favor: J. Walker and O. Walker

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton.

The motion for reconsideration failed.

22. EXECUTIVE SESSION

a. <u>Comprehensive Review of Council Rules</u> – Ms. Barron moved to go into Executive Session, seconded by Ms. Newton.

Mr. Malinowski moved to accept the proposed changes, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton

The vote in favor of the substitute motion was unanimous.

- 23. **MOTION PERIOD** No motions were submitted.
- 24. **ADJOURNMENT** Mr. J. Walker moved to adjourn the meeting, seconded by Ms. McBride.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.

The vote in favor was unanimous.

The meeting adjourned at approximately 8:17 PM.



Richland County Council REGULAR SESSION MINUTES

January 3, 2023 – 6:00 PM Council Chambers 2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jesica Mackey, Vice-Chair; Derrek Pugh, Jason Branham, Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Kyle Holsclaw, Judy Carter, Michael Byrd, Angela Weathersby, Justin Landy, Dale Welch, Michael Maloney, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Sandra Haynes, Tamar Black, Susan O'Cain, Jeff Ruble, Ashiya Myers, Abhijit Deshpande, Crayman Harvey, Stacey Hamm, Brittney Terry-Hoyle, Chelsea Bennett, Zachary Cavanaugh, Dante Roberts, Casey White, Dwight Hanna, Jani Hussain, and Lori Thomas.

- 1. **CALL TO ORDER** Chairman Overture Walker called the meeting to order at approximately 6:00 PM.
- 2. **INVOCATION** The Invocation was led by Bishop Vincent Collins, Agape Worship Center International.
- 3. PLEDGE OF ALLEGIANCE The Pledge of Allegiance was led by the Honorable Overture Walker

4. APPROVAL OF MINUTES

- a. Regular Session: December 6, 2022 Ms. English moved to defer the approval of the minutes until the February 7th Council meeting, seconded by Mr. Livingston.
 - In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton The vote in favor was unanimous.
- b. <u>Special Called Meeting: December 13, 2022</u> Ms. Mackey requested the Clerk's Office to clarify the discussion on Item 16(a).
 - Ms. Mackey moved to defer the approval of the minutes until the February $7^{\rm th}$ Council meeting, seconded by Ms. English.
 - In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton The vote in favor was unanimous.
- 5. <u>ADOPTION OF AGENDA</u> Ms. McBride made a motion to move Items 10, 11, and 12 up on the agenda and make them Items 6, 7, and 8, seconded by Ms. Mackey.
 - In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton. The vote in favor was unanimous.
- 6. **ELECTION OF THE CHAIR** Ms. McBride nominated Mr. Walker for the position of Chair, seconded by Mr. Livingston.
 - In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton The vote in favor was unanimous.

ELECTION OF THE VICE-CHAIR - Mr. Pugh moved to nominate Ms. Mackey for the position of Vice-Chair, seconded by Ms. English.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

SELECTION OF SEATS

- Cheryl English
- 2. Iason Branham
- Gretchen Barron
- Yvonne McBride
- Iesica Mackey
- Óverture Walker
- Paul Livingston
- Derrek Pugh
- Don Weaver
- 10. Allison Terracio
- 11. Chakisse Newton
- **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Mr. Patrick Wright, County Attorney, stated the following items were eligible to receive legal advice and be discussed in Executive Session.
 - Project Viper
 - b. Purchase of Mitigation Credits for Economic Development Projects

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

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Council went into Executive Session at approximately 6:16 PM and came out at approximately 6:50 PM

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

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

No actions were taken by Council during Executive Session.

10. **SECOND READING ITEM**

11.

An Ordinance authorizing the transfer of certain property owned by Richland County and located in the Pineview Industrial Park; and other matters related hereto – Mr. Livingston moved to approve this item, seconded by Ms. English.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Viper; identifying the project; and other matters related thereto

Mr. Livingston stated the committee recommended approval of this item.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Viper to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] – Ms. Anette Kirylo, Clerk to Council stated this item was added to the updated agenda and emailed out to the Clerk's distribution list and subsequently posted to the County's website for public inspection.

Mr. Walker inquired if the agenda needed to be reconsidered.

Mr. Wright responded, if the agenda provided to the public included this item, it would not be necessary to reconsider the agenda.

Mr. Branham requested Mr. Walker to read the item into the record.

Mr. Livingston stated the committee recommended approval of this item.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton The vote in favor was unanimous.

c. <u>Authorizing the purchase of mitigation credits to support economic developments; and other matters related thereto [FIRST READING BY TITLE ONLY]</u> – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton The vote in favor was unanimous.

12. OTHER ITEMS

- a. FY23 District 8 Hospitality Tax Allocations
 - 1. Divine Nine Foundation \$10,000

Ms. Terracio moved to approve this item, seconded by Mr. Pugh.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton The vote in favor was unanimous.

2. Captain's Hope Inc. - \$7,500

Mr. Pugh moved to approve this item, seconded by Ms. Terracio.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 12(a)(1) and (2), seconded by Ms. Newton.

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The motion for reconsideration failed.

13. **MOTION PERIOD**

Mr. Wright stated, according to Council Rule 1.7(c)(19), a Councilmember is required to contact the Clerk to have motions they intend to make included on the agenda. Mr. Malinowski provided the motions to the Clerk before he departed from Council. Since he is no longer on Council, he cannot make the motions at tonight's meeting. Council has the option to not take up the motions or another Councilmember can take up the motions, and they will become that Councilmember's motion.

- a. Prior to the Rules and Appointments Committee interviewing applicants to serve on existing vacancies Councilmembers serving as a liaison on a Board, Commission, or Committee should provide the Rules and Appointments Committee with an update on current needs that particular board is trying to fill including but not limited to qualifications and expectations. The Councilmember Liaison should make an effort to attend those interviews. [BARRON] The Chair referred this item to the Rules and Appointments Committee.
- b. The mission and vision statement of each Board, Committee, or Commission Richland County Council appoints to shall be listed and made available to all. [BARRON] The Chair referred this item to the Rules and Appointments Committee.
- c. Eliminate the requirement for applicants who are applying to serve on Boards, Committees, or Commissions to disclose their age range or sex during the application process. Appointments are done based on skills and knowledge.

 [BARRON] The Chair referred this item to the Rules and Appointments Committee.
- d. Request all Boards, Committees, and Commissions whose members are appointed by Richland County Council to reevaluate the number of members they need to serve on that particular entity in order to address their need for a
 reduction or an increase of members to be appointed and serve. [BARRON] The Chair referred this item to the Rules
 and Appointments Committee.

- e. Direct the County Administrator to work with staff to ensure the proposed Short Term Rental Ordinance requires each homeowner who wishes to provide a short-term rental to obtain a business license and pay accommodation taxes.

 [TERRACIO] The Chair referred this item to the Development and Services Committee.
 - Ms. Newton noted she was under the impression this motion was already submitted.
 - Mr. Wright responded, according to the Clerk of Council, a similar motion was submitted but did not include licensing.
- f. <u>Direct the Administrator to research and present to Council current laws and benefits of enacting impact fees in Richland County. The purpose is to help reduce the tax burden on residents by not having to pay the complete cost of development in Richland County [PUGH, NEWTON and BARRON]</u> The Chair referred this item to the Development and Services Committee.
- 14. ADJOURNMENT Ms. Mackey moved to adjourn the meeting, seconded by Ms. Newton.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 7:07 PM.

1.5 Dates/Times

b) Special Meetings – Special Meetings may be called by the Chair or a majority of the members. No less than five Council members must be physically present to schedule a Special Called Meeting. The members of the Council must be informed of the subject(s) to be discussed at a special meeting. While special called meetings, absent contrary authority, may be held for any purpose Council desires, two frequent reasons necessitating a special meeting include 1) a special called meeting that is essentially the result of the rescheduling of a meeting that had been regularly scheduled but for whatever reason needs to be moved to a different date or time (i.e., a regular meeting held at a special time not originally scheduled); and 2) a special called meeting to take up a specific matter or matters (i.e., a "limited purpose" meeting). A special called meeting that is in essence a regular meeting that has been moved to a time not originally scheduled should follow the agenda order set forth in Rule 1.7(c) of these rules. A special called meeting that is for a "limited purpose" or "limited purposes" need not follow the agenda order set forth in Rule 1.7(c) of these rules, but instead may follow an agenda that is as specific or general as may be necessary for Council to be informed of the purpose(s) of the limited meeting and to carry out the purpose(s) of the limited meeting.

<u>Electronic Participation</u> – "Council members are expected to regularly attend meetings in person, but electronic participation may be permitted in circumstances with notification being made to the Chair at least 24 hours prior to the meeting start time. <u>Electronic participation may also be permitted in Committee Meetings with notification to the Committee Chair at least 24 hours prior to the meeting start time.</u>

c) Zoning Public Hearing Meetings – Zoning public hearing meetings shall be held on the fourth Tuesday of each month at 7:00 p.m., unless otherwise scheduled by the Chair for good cause, with the consent of or by a majority of the Council members for good cause. present. "Good cause" includes, but is not limited to, consideration of County holidays, in which case the Council may decide to adjust its meeting schedule accordingly.

4.1 Standing Committees

Standing Committees shall follow the same rules and procedures as the County Council.

RULE VII: OFFICIALS TO SERVE THE COUNCIL

7.1 Administrator and Clerk to Council

The Council shall appoint or elect a County Administrator and a Clerk to Council.

RICHLAND COUNTY ADMINISTRATION

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



Report of the County Administrator

Regular Session – February 07, 2023

UPDATES FOR CONSIDERATION:

- 1. Land Development Code Open House Meetings
- 2. Richland County Website Project
- 3. Employee Recognition Bill Davis, Director, Utilities

ADMINISTRATOR'S NOMINATION:

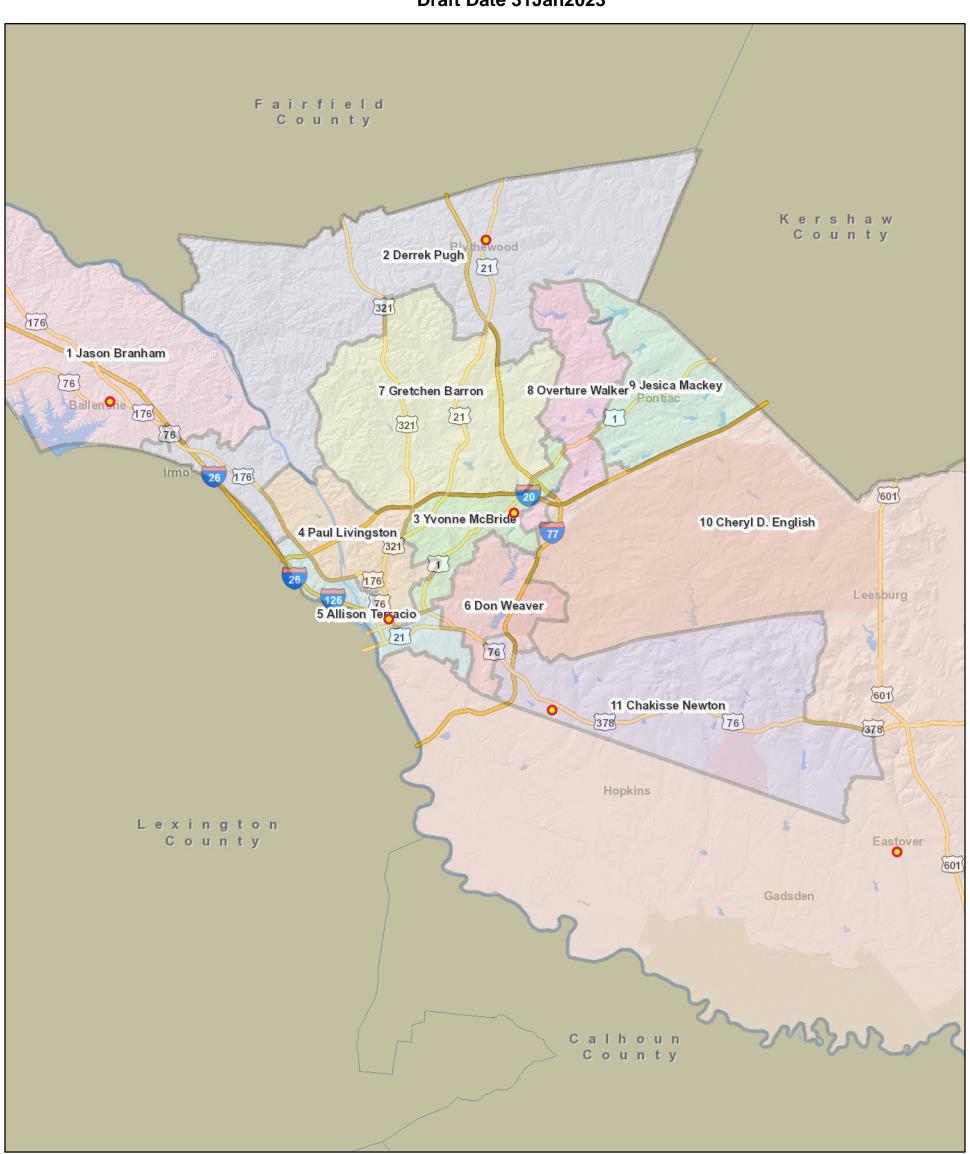
Items in this section require action that may prejudice the County's interest in a discernable way (i.e. time sensitive, exigent, or of immediate importance)

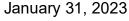
Seeking approval for disbursement of CDBG and HOME Federal funds: In alignment with the Annual Action Plans for FY22, the Community Development staff recommend approval for disbursement of Community Development Block Grant (CDBG) and HOME federal funds to impact low-to-moderate-income residents throughout unincorporated Richland County.

ATTACHMENTS:

- 1. Proposed Land Development Code Open House Locations
- 2. Agenda Briefing: Seeking approval for disbursement of CDBG and HOME Federal funds

Proposed LDC Open House Locations Draft Date 31Jan2023





RC Council Districts

1 Jason Branham

2 Derrek Pugh

3 Yvonne McBride

4 Paul Livingston

5 Allison Terracio

6 Don Weaver

7 Gretchen Barron

8 Overture Walker

9 Jesica Mackey

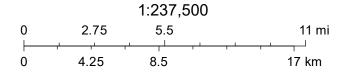
10 Cheryl D. English

11 Chakisse Newton

Proposed Open House Locations

Ballantine Library Doko Manor Arcadia Lakes Town Hall Lower Richland Library

Eastover Town Hall Richland County Offices



Richland County

RICHLAND COUNTY ADMINISTRATION

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



Agenda Briefing

Prepared by:	Callison Ric	hardson	Title	:	Division	Manager
Department:	Community Planning & Development Di		Divis	Division: Community Development		munity Development
Date Prepared:	January 16,	2023	Mee	Meeting Date:		February 7, 2023
Legal Review	Patrick Wri	Patrick Wright via email		Date:		January 19, 2023
Budget Review	Abhijit Deshpande via email			Date:		January 31, 2023
Finance Review	Stacey Ham	acey Hamm via email		Da	ate:	January 30, 2023
Approved for consideration: Assistant County Administr		ator	Aric A Jensen, AICP		en, AICP	
Meeting/Committee	Meeting/Committee Regular Session					_
Subject	Seeking Approval for disbursement of CDBG and HOME Federal funds.					

RECOMMENDED/REQUESTED ACTION:

In alignment with the Annual Action Plans for FY22, the Community Development staff recommend approval for disbursement of Community Development Block Grant (CDBG) and HOME federal funds to impact low-to-moderate-income residents throughout unincorporated Richland County in the following ways:

- 1. CDBG Public Service -- Eight (8) projects totaling \$337,016 utilizing \$254,096 of FY22 CDBG funds and \$82,920 of uncommitted FY21 CDBG Funds.
- 2. CDBG Infrastructure One (1) sewer project totaling \$440,000.00 awarded to Richland County Public Works.
- 3. CDBG Owner-Occupied Home Repair Two (2) CDBG Grants to local non-profits to fund Home Repair Programs totaling \$130,000.
- 4. HOME Investment Partnership Housing Revitalization- disbursement of HOME funds to support affordable housing developments totaling \$1,405,356.75 including five (5) new construction units for sale and eight (8) rehabbed rental units.

, , , , , , , , , , , , , , , , , , , ,		
If not, is a budget amendment necessary?	Yes	No
Are funds allocated in the department's current fiscal year budget?	Yes	No
FIDUCIARY:		
Request for Council Reconsideration: Yes		

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The utilization of these CDBG and HOME funds aligns with the FY22 Annual Action Plan previously approved by County Council in July 2022 and is built into the respective approved budgets. The CDBG and HOME budget allocations were also approved as part of the 5 Year Consolidated Plan. These proposed projects fulfill elements of those plans.

CDBG Public Service Projects:

- \$82,920: Community Planning and Development Budget for CDBG Public Service FY21 (GL1202992010/JL: 4892100 -- Object: 527600)
- \$254,096: Community Planning and Development Budget for CDBG Public Service FY22
 (GL1202992010: JL Setup in progress by Finance -- Object: 527600)

CDBG Infrastructure projects

 \$443,669 included in the Community Planning & Development FY22 Budget for Public Facility CDBG funds (GL: GL1202992010/JL Setup in progress by Finance -- Object: 526703)

CDBG Owner Occupied Home Repair

 \$130,000 for home rehabilitation projects included in the Community Planning & Development FY20 Budget for Housing Rehabilitation CDBG funds (GL: GL1202992010/JL: 4891700 -- Object: 526705)

HOME Investment Partnership - Affordable Housing Developments Projects

- \$1,405,356.75 is available for disbursement using a reserve of HOME funds from the years [2019-2022]:
 - Housing Revitalization (Object 526705)
 - FY22 JL Setup in progress by Finance \$ 651,022.50
 - FY21 JL: 4892200 \$360,000
 - FY20 JL: 4891800 \$360,000
 - FY19 JL: 4891600 \$34,334.25

Especially for these projects with a construction component, the conditions of the project can change throughout the lifecycle of the grant. Contingent on proper execution at each stage of the project lifecycles (E.g.: Environment Reviews, procurement process, beneficiary income verification, etc.), the plan is to move forward with expending these specific CDBG and HOME funds through these designated projects.

General HUD Program Information

The Community Development Block Grant (CDBG) program, administered by the U.S. Department of Housing and Urban Development (HUD), is an annual grant program provided on a formula basis to Richland County to develop viable urban communities and expand economic opportunity for low-to-moderate-income persons.

The purpose of the "HOME Investment Partnerships Act" is (A) to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-

income Americans; to mobilize and strengthen the abilities of States and units of general local government throughout the United States to design and implement strategies for achieving an adequate supply of decent, safe, sanitary, and affordable housing; to provide participating jurisdictions, on a coordinated basis, with the various forms of Federal housing assistance, including capital investment, mortgage insurance, rental assistance, and other Federal assistance, needed to expand the supply of decent, safe, sanitary, and affordable housing; (B) to make new construction, rehabilitation, substantial rehabilitation, and acquisition of such housing feasible; and (C) to promote the development of partnerships among the Federal Government, States and units of general local government, private industry, and nonprofit organizations able to utilize effectively all available resources to provide more of such housing. Per HUD requirements, 15% of the annual HOME grant received must be set aside for CHDO Developments.

All approved funds are disbursed as reimbursable grants in line with HUD regulations.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter as long as all items are within the grant requirements.

REGULATORY COMPLIANCE:

To ensure compliance with HUD's regulations, CDBG and HOME funds can only be awarded to sub-recipients located in and/or predominantly serving individuals in unincorporated Richland County. Federal law requires CDBG and HOME funds primarily benefit low-to-moderate-income persons (at 80% of area median income or below). All funds are disbursed as reimbursable grants with monitoring.

MOTION OF ORIGIN:

Item 19g. FY 2022-2023 Five Year Consolidated Plan; FY2022 Annual Action Plan

"...to approve this item."

Council Member	The Honorable Paul Livingston, District 4
Meeting	Special Called
Date	August 30, 2022

STRATEGIC & GENERATIVE DISCUSSION:

Request:

In alignment with the FY20, FY21 and FY22 Annual Action Plans, the Richland County Community Development Office is requesting approval to move forward with plans to disburse FY22 CDBG and HOME funds, along with designated remaining funds from previous program years, to support the work of 9 impactful local nonprofits serving children, families, seniors, and the homeless population; to rehabilitate 34 homes of low-to-moderate-income residents of unincorporated Richland County; and to support the development of safe, affordable housing in the county.

Especially for these projects with a construction component, the conditions of the project can change throughout the lifecycle of the grant. Contingent on proper execution at each stage of the project lifecycles (e.g.: Environment Reviews, procurement process, beneficiary income verification, etc.), the plan is to move forward with expending these specific CDBG and HOME funds through these designated projects. All funds are disbursed through reimbursable grants.

Project Selection:

All projects were submitted for consideration as part of the FY22 Notice of Funding Opportunity (NOFA) process that took place from October 10 through November 11, 2022. All applications were scored and evaluated for impact and strategic alignment with the County's HUD Annual Action Plan. All construction-involved projects were additionally reviewed, vetted, and recommended for funding by expert HUD consultants with Urban Design Ventures. These projects are recommended for funding and the strategic use of CDBG and HOME funds.

Proposed Funding Opportunities: (see attachments for detailed descriptions of projects)

Attachment 1 CDBG Public Service Projects
Attachment 2 CDBG Infrastructure Sewer Project

Attachment 3 CDBG Owner-Occupied Home Rehabilitation Projects

Attachment 4 HOME CHDO Homeownership Development

Identified Best Practices & Key Steps/Deliverables:

The requested proposals from these funding request follow best practices identified by Richland County Community Development and U.S. Department of Housing and Urban Development (HUD). All projects prioritize the greatest needs of vulnerable populations, have sufficient intake processes, beneficiary data collection, and record keeping to ensure project eligibility and to demonstrate funds will be used according to Federal Regulations.

All grants awards are reimbursements based off the eligible requirements from HUD and Richland County.

The County will obtain a detailed budget delineating sources and uses of funds in order to prepare a subsidy layering review. RCCD will obtain a copy of each organization's program guidelines to ensure eligibility of beneficiaries related to household income verification.

RCCD will directly handle the Environmental Review Records (ERR) regulations, ensure housing counseling certification, affordability period, resale/recapture, and all other local, state, and Federal requirements.

Request for HOME CHDO funds are for the operation of an organization and not for project development, construction, etc. to determine dollar amount limitations on the amount of CHDO funds that can be requested based on the organizations operating budget and HUD CHDO Operating cap. Organizations seeking CHDO funding will require an additional application and review to ensure qualification as a Community Housing Development Organization (CHDO). Federal regulations require an organization be certified as a CHDO by Richland County Government each time the organization is requesting CHDO funds for each new project.

Ordinance/Identified Function/Essential Service:

CDBG Projects:

- Federal Regulatory Citation 24 CFR 570.201 (c)
- Priority Need Category- Infrastructure
- National Objective- Low to Moderate Income Area Benefit
- Outcome- Sustainability Objective- Suitable Living Environment
- Consolidated Plan Goals- CD-2 Infrastructure

HOME Investment Partnership Projects:

- Federal Regulatory Citation 24 CFR 92.254
- Priority Need Category- Owner Occupied Housing
- National Objective- Low to Moderate Income Housing
- Outcome- Affordability Objective- Decent Housing
- Consolidated Plan Goals- HS-2 Housing Construction/Rehabilitation

Positive Impacts for Richland County:

CDBG Projects -The organizations mentioned above will deliver services to benefit LMI unincorporated Richland County residents who are vulnerable individuals and families.

HOME Projects - The organizations mentioned above will deliver safe, decent affordable housing to benefit LMI unincorporated Richland County residents by developing 5 New Construction homes for sale (within guidelines established by the Division) and 8 Rental Rehab Units.

Ramifications of Denial of Funding:

The denial of this CDBG and HOME grant funding minimizes the services available to the vulnerable populations, increasing hardships for unincorporated Richland County residents, and minimizes the production of affordable housing available in the County.

A denial would also impede the Community Development Division's ability to uphold the County's CDBG & HOME HUD Agreements to expend funding identified in the 2022 AAP. It would also impede the County's ability to meet the HUD-imposed Timeliness Test for expending \$1,473,757 of holdover CDBG funds by August 2, 2023. Failure to meet this deadline would result in the return of these funds to HUD

and the initiation of a new monitoring period with HUD. Additionally, \$6,000 in uncommitted HOME funds are at risk of being recaptured by HUD if they are not expended by September 30, 2023.

Timeliness Test Details: HUD compares the funds available to be drawn (undisbursed funds from the County's CDBG line of credit) to the amount of its current allocation and program income that has been receipted. If the balance exceed 1.5 times the annual entitlement amount then the County has failed the Timeliness Test. HUD will remove any funding in the Line of Credit that exceeds the maximum allowable limit.

Scenarios:

We considered the following Scenarios:

Option 1 (recommended) - Approve the proposed CDBG & HOME funding requests as presented. This option allows the County to move forward with the plans to provide critical resources to vulnerable populations and support the development of affordable housing while meeting CDBG, HUD, and OMB 2 CFR 200 federal criteria.

Option 2 - Do not approve the proposed funding requests. This would require Community Development staff to find other projects to fund with the remaining CDBG and HOME funds with a very tight turnaround. The Division is working against a critical HUD-imposed Timeliness Deadline to expend \$1,473,757 in remaining holdover CDBG funds by August 2, 2023 and \$6,000 in HOME funds by 9/30/23.

Previous Actions of Council:

Council approved the 5 Year Consolidated Plan and the 2022 CDBG and HOME Annual Action Plan (AAP) on August 30, 2022. The AAP provided an approved budget of \$1,693,966.00 allocated for CDBG and \$868,030 for HOME activities that must be disbursed by September 30, 2023. This request is to approve the eligible projects to disburse the funds in the budget approved on August 30, 2022. Please be advised \$1,473,757 of CDBG funds must be disbursed and submitted for drawdowns to HUD by August 02, 2023. \$6000 in uncommitted HOME funds will expire September 30, 2023 if not distributed, and RCCD will have an official noncompliance of timely distributing of funds.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal 4: Plan for growth through inclusive and equitable infrastructure

- Objective 4.2: Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations
- Objective 4.4: Provide equitable living and housing options

Certainly the investments in both the Eastover Wastewater Treatment Plant serving an area that is 60.2% low-to-moderate-income and the creation of affordable housing would help move the county towards more inclusive and equitable infrastructure.

Goal 5: Achieve positive public engagement

- Objective 5.1: Champion the organization through public engagement and communication on County wins
- Objective 5.2: Foster positive public engagement with constituents and create opportunities to allow us to "tell our own story"
- Objective 5.3: Complete and celebrate penny projects to create excitement in the community
- Objective 5.4: Develop a community engagement plan

These 8 nonprofit grants, 2 grants for owner-occupied home repair, and the major investments in affordable housing creation would provide significant opportunities for positive public engagement and communication about County wins. The strategic use of these valuable funds, making a difference in lives all across the county, is something we can all be proud of. Further, CDBG plans are developed with several periods of public comment and input, so the execution of these plans is an example of citizen voices being heard and making a difference.

ADDITIONAL COMMENTS FOR CONSIDERATION:

All projects are pre-qualified contingent on several area of compliance that develop throughout the phases of the grant cycle.

ATTACHMENTS:

- 1. CDBG Public Service Projects
- 2. CDBG Infrastructure Project
- 3. CDBG Owner-Occupied Home Rehabilitation Projects
- 4. HOME CHDO Homeownership Development

Proposed Public Service Projects | Funding for October 1, 2022 - September 30, 2023

- Cooperative Ministry | \$15,000 to Cooperative Ministry Shelter for Salaries, travel, and fees
 associated with direct client services to serve 40 unemployed/underemployed individuals in
 Richland County.
- 2) Homeless No More | \$48,517.95 to Homeless No More for Salaries, Program Supplies, Janitorial Services, Security Monitoring, and Utilities to serve 220 homeless individuals in Richland County.
- 3) Boys and Girls Club of the Midlands | \$60,000 to Boys and Girls Club of the Midlands for Salaries, Program Supplies, Transportation, and Marketing to serve 50 families in the Eastover Community of Richland County.
- 4) Oliver Gospel Mission | \$12,000 to Oliver Gospel Mission for transportation reimbursements to serve 40 homeless individuals in Richland County.
- 5) United Way | \$29,110.77 to WellPartners Eye Clinic for lab supplies to serve 89 individuals in Richland County.
- 6) Richland County Court Appointed Special Advocate (CASA) | \$92,048.25 to RC CASA for Salaries, Program Supplies, and Travel to serve 85 individuals in Richland County.
- 7) South Carolina Research Foundation | \$69,419.48 to the FoodShare Program for Salaries, Travel, and programmatic subscriptions to serve 125 Senior Citizens in Richland County.
- 8) Greenville County Human Relations commission | \$10,920 to provide HUD certified Housing Counseling and Financial literacy Program for Salaries, programmatic subscriptions to serve Richland County Homeownership Assistance Program and all HOME funded homeownership projects.

Project Descriptions:

Cooperative Ministry is requesting \$15,000 in programmatic support for services impacting 40 unemployed/underemployed low-to-moderate-income individuals in unincorporated Richland County. Funding will support:

\$2,500 for salary reimbursement for Professional Credentialing Assistance Program (ProCAP). The ProCAP assists with unemployed and underemployed adults to engage more productively in the workforce by enhancing their employability or entrepreneurial qualifications. The ProCAP provides support for participants' self-defined career goals and facilitate economic well-being by assisting participants to qualify for jobs that will support the participant's household. ProCAP participants may receive up to \$300 to defray costs for licensing/certification exams or renewals, courses of study, employment-related tools, or expungement of a criminal record. Assistance is provided in the form of financial help to acquire or renew necessary credentials, such as industry-recognized professional license

- \$11,900 for reimbursement for direct services to clients as part of the ProCAP program
- \$600 for local travel for participant outreach and engagement.

Cooperative Ministry has indicated they will expend the funds within the contract period ending September 30, 2023.

Homeless No More (HNM) is requesting a total of \$50,000 to expand support services to children through an increase in life skills classes and case management services. The expansion of the youth services program will support children ages 0-18 with comprehensive services, including child-centered case management, academic assistance, age-appropriate life skills, social-emotional support, afterschool programming, and day and summer camps. HNM serves over 200 children, ages 0-18, annually. All children receive individualized case management, academic support, and life skills classes. The afterschool program is for ages 5-12, and the life skills programming serves all children in our programs. Homelessness has a devastating impact on a child's education. Homeless students are 8 to 9 times more likely to repeat grades, and HNM provides assistance to ensure the children don't fall behind. Due to the strength of their program, 90% of their students has move onto the next grade level in the past 8 school years. Homeless No More has been addressing the needs of homeless families with children in our community through a system of care for over 30 years. Funding is requested for the following:

- \$25,000 for salaries and \$2,000 for program supplies to maintain and expand services.
- \$23,000 for utilities and like related overhead costs.

The FY22 NOFA Score Committee recommends funding \$48,517.95 of this project. HNM has indicated they will expend the funds within the contract period ending September 30, 2023.

Boys & Girls Clubs of the Midlands is requested a total of \$100,000 to provide 50 full scholarships for their BE GREAT Academy childcare program for families living in unincorporated Richland County with an emphasis on the Eastover Community. The BE GREAT Academy offers homework assistance, healthy snacks, and over 25 enrichment activities in character and leadership development, education and career development, sports fitness and recreation, health and life skills, and the arts. Funds are being requested as follows:

- \$80,000 for Salaries for their on-site direct service staff to work with the participants.
- \$5,000 for reimbursement of program supplies needed to implement programs to include craft supplies, sports equipment and recreational supplies, educational supplies, and meals/snacks.
- \$5,000 to help fund the afterschool bus pick up made available to local schools.
- \$8,000 for support services necessary to run the program to include managers/supervisors, human resources, finances, curriculum, and professional development.
- \$2,000 for marketing funds to ensure eligible families hear about the scholarships.

The FY22 NOFA Score Committee recommends funding \$60,000 of this project. Boys & Girls Club has indicated they will have all funds expended by September 30, 2023.

Oliver Gospel Mission is requesting \$12,000 towards their Transportation Scholarship Program that provides three months of transportation to and from jobs with real, sustainable potential. One of the on-going issues in the transition from homelessness to financial stability is the difficulty of commuting to and from work. Most homeless people do not own a car, nor do they have the funding to afford a ride-share or taxi service. Couple these issues with a lack of access to public transportation, and it only serves to prolong the goal of moving into permanent housing. The pilot of this initiative resulted in six awardees maintaining employment, with one participant saving enough to purchase a vehicle.

Oliver Gospel Mission agrees to have all funds expended through the end of the contract period September 30, 2023.

United Way WellPartners Eye Clinic is a free dental and eye clinic located in Richland County's Administration building and operates as an LLC of United Way of the Midlands. The WellPartners Eye Clinic is requesting to receive new funding of \$30,000 to increase their eye care services for low to moderate income patients that lack vision insurance. WellPartners Eye Clinic propose the use of CDBG funds to further supplement the resources and increase their eye care patient volume by 30% (new patients) during the contract period. In FY 2021-22, WellPartners Eye Clinic provided 1,344 patient visits for care. The WellPartners Eye Clinic will expand services to provide eye exams and eye/optical care to approximately 1,547 patient visits with an estimated 294 new unduplicated patients with their increased volume. Of these patients, typically 24% reside outside of Richland County and 30% will not be able to record income documentation (ineligible for CDBG services) due to immigration status, Veteran status (we accept higher income levels for Veterans), or as a one-time courtesy in emergency cases when the patient did not bring income documentation. Therefore, for CDBG eligible patients, WellPartners Eye Clinic estimate 89 unduplicated new patients will be from the unincorporated areas of Richland County, a 30% increase over previous year levels.

The FY22 NOFA Score Committee recommends funding \$29,110 of this project. WellPartners Eye Clinic will continually provide services through the contract date to the completion of the contract date ending on September 30, 2023.

Richland County Court Appointed Special Advocates (RCCASA) Foundation is requesting \$90,000 for Part Time Case Managers as they advocates for the best interests of abused and neglected children in Richland County Family Court by providing quality volunteer and legal representation to ensure each child a safe, permanent, nurturing home. RCCASA program needs exceed program resources-the need for support has never been greater. RCCASA currently serves over 1800 child victims of abuse and neglect in the custody of the Department of Social Services (DSS) from Richland County. The need for additional staff and volunteer Guardians ad Litem has never been greater for RCCASA. If provided funding from this grant, RCCASA will hire 2 part time contract Case Managers to solely advocate for the best interests of approximately 50-85 abused and neglected children in Richland County Family Court by providing quality volunteer representation to ensure each child a safe, permanent, nurturing home. They will be tasked with conducting monthly visits, completing an independent investigation of the facts, and presenting all relevant information to the judiciary to expedite the permanency of the

children on their caseloads. RCCASA is also requesting \$4,860 for mileage. All children in the custody of the DSS are considered to be living in poverty. RCCASA project includes services for 85 abused children RCCASA will continually provide services through the contract date to the completion of the contract date ending on September 30, 2023. The FY22 NOFA Score Committee recommends funding \$92,048.25 of this project.

South Carolina Research Foundation - FoodShare Program is a NeighborShare program that connects people who lack transportation within the community to resources and programs to improve their access to healthy food and overall support with a special emphasis on senior citizens. They are requesting a total of \$71,540 in support. Since FoodShare was developed within a health care system setting and designed to address a critical gap in chronic disease prevention. The FoodShare Program target audiences who suffer from chronic diseases related to poor nutrition including those with diabetes, hypertension, obesity, and coronary heart disease. FoodShare will hire a NeighborShare coordinator to manage the ordering and volunteer delivery of Fresh Food Boxes to 125 households in unincorporated Richland County. Once a month the coordinator will visit each household to collect payment via EBT (SNAP) card using a specialized Point-of-Sale device. The coordinator will also provide referrals to other social services where needed such as ride services, food banks, meals on wheels, etc. Funds will also be dedicated to gas for the coordinator's transport to households. Of the \$71,540, South Carolina Research Foundation is requesting \$61,000 for salaries to include contracting a data collector as a measurement of outcomes. Extensive survey analysis will be provided by SNAP-Ed who are a partner in the programming and are responsible for all FoodShare evaluations and funds from this grant will be used for an evaluation contract. Surveys are conducted with NeighborShare participants upon entry into the program at 3 month, 6 months, and then yearly thereafter. The balance of \$540 will be allocated towards the EBT/SNAP machine subscription. Using SNAP as a payment method, the Fresh Food Box costs recipients \$5 for 18 pounds of produce. This is possible because FoodShare purchases produce in bulk and leverages the state's Healthy Bucks program where SNAP recipients are incentivized to purchase fruits and vegetables by contributing an additional \$15 in SNAP funds when \$5 are spent by recipients on produce. This addresses the barrier of affordability. South Carolina Research Foundation project includes services for 125 seniors whom resides in the unincorporated areas of Richland County who are also low to moderate income.

The FY22 NOFA Score Committee recommends funding \$69,419.48 of this project. WellPartners Eye Clinic will continually provide services through the contract date to the completion of the contract date ending on September 30, 2023.

Greenville County Human Relations commission will provide HUD certified Housing Counseling and Financial literacy Program for to serve RCHAP (Richland County Homeownership Assistance Program) and all HOME funded homeownership projects as a requirement by HUD. The cost of the Housing Counseling is \$65 for eligible unincorporated Richland County clients looking to purchase a home through the RCHAP program. The following 11 topics (modules) are discussed during the class: Planning for Homeownership, Credit Analysis, Money Management 101, How Much Home Can you Afford, Who are the key People in Buying your Home, Financing your Home an Fair Lending,

Shopping for your Home, Loan Closing, Life as a Homeowner, What to do if a Payment is Late and Fair Housing SCAMS. The class is offered via ZOOM on the 3rd Saturday of every month except December.

This class is detailed to the home buying process and every client is encouraged to have spoken with a lender or real-estate professional. Each participant will receive a certificate and post counseling to clarify and address questions that may not have been answered during the class. If a client needs one-on-one financial counseling prior to the class, they can schedule an appointment via ZOOM with a Financial Empowerment Counselor which is a free service to applicants. Financial Counseling includes: (no cost) Budget counseling, Build/increase credit score, Debt reduction, Opening safe savings account and Credit pull. Additional counseling services (no cost) Landlord tenant mediation, Mortgage Delinquency and Default Resolution Fair Housing counseling and seminar training, Pre purchase counseling to include assisting with the application process if needed.

PROMISING STRATEGIES:

The requested proposals from aforementioned organizations follow best practices identified by Richland County Community Development and Department of Housing and Urban Development (HUD). All projects prioritize the greatest needs of vulnerable populations by creating interventions and providing counseling to address increased anxiety, homelessness, abused children, food security, and financial stability. Best practices also include the intake process, information systems, and protecting the people served while providing services. These organizations will provide documentation to show the organizations information system to ensure the intake processes are sufficient enough to collect all data required to show the allocated funds will be used and maintained properly.

All grants are provided as reimbursements based off the eligible requirements from the Community Development Block Grant eligible activities.

POSITIVE IMPACTS FOR RICHLAND COUNTY:

The organizations mentioned above will deliver services to LMI or homeless individuals to provide assistance to organization that benefit our Richland County community. Providing funding for vulnerable individuals and families living within the unincorporated areas of Richland County will be delivered to organizations that serve the best interest of Richland County residents. The reimbursements for salaries, direct services, travel, and program supplies will enable all of these organizations to better serve the county's at-risk populations. By granting the funding to the organizations, the funding will help the programs improve efficiency and effectiveness by providing these essential services.

Eastover Wastewater Treatment Plant's Sodium Hypochlorite Project totaling \$443,669 to go with a 25% match from RCG Public Works.

Funding for October 1, 2022 - September 30, 2023

Under the CDBG Program, grantees may use funds to undertake a variety of public facilities and public improvement projects. In general, public facilities and public improvements are interpreted to include all facilities and improvements that are publicly owned, or that are owned by a nonprofit and open to the general public.

The Eastover WWTP serves unincorporated areas of Southeast Richland County from south of Fort Jackson to the Congaree River and east of City of Columbia to the Wateree River. This area is found to serve a 60.2% low-to-moderate-income population.

Eastover Wastewater Treatment Plant is upgraded to increase the capacity to treat incoming wastewater. The sodium hypochlorite needs to be upgraded to provide disinfection and treatment of the wastewater before it is discharged to the Wateree River. The CDBG funds would cover the disinfection portion of the upgrade.

The Eastover Wastewater Treatment Plant (WWTP) Sodium Hypochlorite Upgrade Rehabilitation project is necessary to provide additional chemical storage capacity to disinfect increased flows experienced at the Eastover WWTP. The construction and startup of the Southeast Sewer project have increased capacity loadings at the WWTP. This requires a more permanent, stable chemical storage source and feed capacity of Sodium Hypochlorite, a 12-15% bleach solution.

Currently, the bleach is received in 55-gallon drums and stored in a portable storage shed that houses the drum storage and chemical feed tanks and pumps. The building has deteriorated from unavoidable chemical spills from the transfer from the 55-gallon drums to the feed tank over several years. There is no secondary containment for these chemicals if a failure or leak from a drum or feed tank occurs. During wet weather events, unloading and transferring the 55-gallon drums to the portable shed has no all-weather access road to deliver the bleach. The operator is exposed to safety hazards from the weekly filling of the feed tanks. A bulk tanker can fill a permanent tank, and the chemical cost per gallon will be lower.

The dosage is currently controlled by manual set points of the chemical feed pumps that cannot respond to wide swings in chlorine demand experienced due to the daily fluctuating nature of the flows being received. This project will provide a permanent storage tank of adequate size to meet SCDHEC storage requirements for treatment chemicals onsite. Adequate chemical pumps with the capability of being controlled by a flow proportional control signal will allow continuous chemical dosage control of the chlorine concentration in the contact chamber. This will ensure effective disinfection to maintain compliance with strict NPDES Permit E-Coli bacteria discharge limits. More effective chlorine feed controls will also help ensure compliance with strict NPDES Total Residual Chlorine limits.

Proposed CDBG Housing Rehab | Funding for October 1, 2022 - September 30, 2023

\$130,000 in CDBG funds granted to local NPO's with "shovel-ready" projects serving residents in need.

- 1) Central South Carolina Habitat for Humanity | \$65,000 to fund Neighborhood Revitalization Program (including Critical Home Repairs) serving 24 individuals (12 senior-occupied home repairs).
- 2) Home Works of America | \$65,000 to Home Works of America to fund construction materials for 10 homes in Richland County.

Central South Carolina Habitat for Humanity is requesting funding for \$65,000 to complete 12 home repairs servicing seniors through their Neighborhood Revitalization and Critical Home Repairs programs. The focus point area for this project is Northeast Columbia (Dentsville community, etc.). The CDBG funding will service home maintenance (average cost \$5000 per home) and contractor costs. The Neighborhood Revitalization will access the community and provide applications to those in need. To qualify, applicants will need to meet low income to be eligible for the program. Their staff will complete a scope of work and hire contractors to complete repair work.

Home Works of America is requesting a total of \$65,000 to repair 10 homes in Richland County. The eligible participant for the program are: elderly, disabled, and Veteran homeowners who cannot afford the repairs. grant funds will be used for construction materials needed to repair 10 homes in the Richland County areas. The materials needed: roofing supplies, sheetrock, wall repair items, weatherization materials, grab rails, fire extinguishers and smoke detectors. This work completed by the program allows the seniors to "age in place" safely. The Construction Manager for the Midlands will inspect all properties.

Four (4) HOME affordable housing developments totaling \$1,405,356.75. Funding for October 1, 2022 – September 30, 2023

- 1) Greater Columbia Community Relations Council: The CRC is requesting \$242,888 to acquire two (2) vacant lots in the 900 block of Dixie Avenue in Columbia, SC 29203 and construct two (2) 1,235 sq. ft. energy-efficient homes for sale to eligible low to moderate-income buyers at or below 80% of the area median income. The CRC will serve as the developer on the project to assemble the land, hire a contractor, and construct two (2) affordable housing units. The CRC staff will recruit and identify two (2) eligible low-income buyers. Project recommended for funding provided a detailed budget is submitted in order to prepare a subsidy layering review. The CRC will need to ensure all HOME program requirements are addressed related to household income verification, ERR regulations, housing counseling certification, affordability period, resale/recapture, etc. The buyers will be required to complete a homebuyer's education course prior to purchasing.
- 2) Reconciliation Ministries SC (RM) is requesting \$225,000 for the purchase and renovation of one quadraplex in the Beatty Downs community of unincorporated Richland County for use as four affordable housing units added to the thriving Reconciliation Ministry community. Through welcoming addiction survivors and vulnerable community members into this voluntary, safe, supportive, and close-knit community, we help them rewrite the root causes of addiction in their lives and rebuild all they have lost. Through an affordable housing community where giving back, volunteerism, neighborhood programs and community events are key, we fight addiction, homelessness, loneliness, hopelessness, crime, and the poverty cycle for each resident and our entire community. This project will address a need in the community for affordable housing for low- and moderate-income households. The County must obtain a detailed budget of sources and uses, etc. and proforma from the developer to allow for a subsidy layering review. This will ensure no more HOME Funds than necessary are invested.
- 3) Santee-Lynches Affordable Housing and CDC is requesting \$400,000 out of \$665,800 in total project cost for new, safe, decent and affordable, single family detached, rental houses in unincorporated areas of Richland County. The houses will be converted from market rate houses to affordable housing stock serving low-income families into perpetuity. The new housing stock will provide quality, energy efficient and affordable rentals for eligible, low-income families, living in Richland County. The houses will be purchased and rehabilitated with HOME grant funds and conventional loan financing. Each house contains 3 bedrooms and either 1 or 2 bathrooms. The houses are older and located on scattered sites in unincorporated Richland County. Any lead-based paint found will be abated by encapsulation during the rehab. The addresses are #1) 172 Newcastle Drive which has 1,832 heated square feet, #2) 2505 Windy Drive which has 1,408 heated square feet, #3) 1,009 Birchwood Drive has 1,284 heated square feet and #4) 13 Dumont Street contains 1476 heated square feet. The houses will require moderate rehabilitation, however, the work will result in great upgrades to include energy efficient items that the County will be proud of, while members of the low-income community

will benefit from into the future. Each house will be rehabilitated with energy star rated appliances, ceiling fans, 14-SEER HVAC (as practical), low-flow faucets and other features intended to conserve resources, lower utility bills for the low-income renters and reduce America's dependency on foreign oil. These houses will only be rented to eligible, low-income families as determined by Richland County and HUD guidelines. This is a HOME rental housing project and must adhere to all HOME rental development requirements. The County must obtain detailed budget and proforma from the developer to allow for a subsidy layering review. This will ensure no more HOME Funds than necessary are invested. This project will address a need in the community for affordable housing for low- and moderate-income households.

4) **SC UpLift Community Outreach** is requesting \$ 537,468.75 of \$716,625 in total project cost for acquisition of three single family lots in Lower Richland for construction of three single family Smart Universal Living design homes. These homes will be sold for ownership to households at or below 80% LMI. The project will meet the needs of individuals, the community and the county. The primary goals of the projects will be to (1) Benefit low-to-moderate income families by providing them with affordable homeownership options in stable communities and (2) Eliminate and prevent slum or blight which will improve community safety and security. This project will address a need in the community for affordable housing for low- and moderate-income households.

Richland County Council Request for Action

Subject:

An Ordinance amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by the addition of Article VII, Residential Rental Property Registration and Regulations

Notes:

First Reading: December 6, 2022 Second Reading: December 13, 2022

Third Reading: February 7, 2023 {Tentative}

Public Hearing: February 7, 2023

STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR RICHLAND COUNTY ORDINANCE NO. ____-22HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS; BY THE ADDITION OF ARTICLE VII, RESIDENTIAL RENTAL PROPERTY REGISTRATION AND REGULATIONS.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

<u>SECTION I.</u> The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; is hereby amended by the addition of Article VII, Residential Rental Property Registration and Regulations, to read as follows:

ARTICLE VII. RESIDENTIAL RENTAL PROPERTY REGISTRATION AND REGULATIONS

Sec. 16-71. Purpose.

The general purpose of this article is to safeguard all neighborhoods within the unincorporated areas of Richland County from blight and unsafe living conditions by requiring the owners, tenants, property management companies, and property managers to share equally in the burden and liability of the compliance with all county property and building related ordinances and regulations.

Sec. 16-72. Registration; business license.

- a) The owner of any non-owner occupied and habitable residential property or unit shall register such property or unit with the county's online database within thirty (30) days of such property or unit becoming non-owner occupied and habitable. For the purpose of this article only, habitable shall mean capable of being lived in as evidenced by a certificate of occupancy and/or a legal electric supply and running water. Registration shall include:
 - 1. Owner's mailing address
 - 2. Owner's phone number
 - 3. Owner's email address, if any
 - 4. If the owner shall not reside within fifty (50) miles of the registered address or within Richland County, then all of the above information is also required of an authorized agent residing within the fifty (50) mile radius or Richland County.
- b) Any person or entity owning more than one (1) non-owner occupied residential property or unit within unincorporated Richland County that is leased or available for lease must obtain a business license; provided, however, that those persons or entities contracting with a properly licensed property manager or property management company for management of such properties or units shall be exempt from such requirement. If at any time such property manager or company shall fail to properly obtain or maintain a business license within Richland County, it shall be the responsibility of the owner to obtain such license on its own behalf.

Sec. 16-73. Enforcement and penalties.

It shall be the responsibility of the owner, property manager, property management company, and tenant, each individually and collectively, to comply with all Richland County ordinances related to property maintenance, weeds and

rank vegetation, zoning, building regulations, and building safety, and each person or entity may be cited for a violation of such county ordinance; provided, however, a tenant may only be cited for a violation of zoning or building regulations if there is affirmative evidence that the tenant actively constructed any structure or created a use in violation of such ordinances.

In addition to appropriate civil and/or equitable remedies for enforcement of this article, any person convicted of violating this section shall be guilty of a misdemeanor and shall be punished in accordance with the provisions of section 1-8 of this Code of Ordinances.

<u>SECTION II.</u> <u>Severability.</u> If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

<u>SECTION III.</u> <u>Conflicting Ordinances Repealed.</u> All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV.	Effective Date.	This	ordinance	shall	be	effective	from	and	after
			F	RICHL	ANI	D COUNT	ГҮ СО	UNC:	IL
			F	BY:Ov	ertu	re Walker	, Chair		_
ATTEST THIS T									
Anette Kirylo Clerk of Council									
RICHLAND CO	UNTY ATTORNE	EY'S O	FFICE						

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

First Reading: Second Reading: Public Hearing: Third Reading:

Richland County Council Request for Action

Subject:

FY22 Annual Roads Report

Notes:

December 15, 2022 – The D&S Committee forwarded the information provided by Public Works to Council for review.

RICHLAND COUNTY ADMINISTRATION

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



Agenda Briefing

Prepared by:	Shirani W F	uller	Title: County Engineer		Engineer	
Department:	Public Works Div		Divisi	ision: Engineering		neering
Date Prepared:	November	21, 2022	Meet	Meeting Date: December 15, 2022		
Legal Review	Patrick Wri	ght via email		Date: November 28, 2022		November 28, 2022
Budget Review	Abhijit Desl	npande via email	mail Date: November 30, 2022		November 30, 2022	
Finance Review	Stacey Ham	nm via email		Date: November 28, 2022		November 28, 2022
Approved for consider	Approved for consideration: Assistant County Administrator John M. Thompson, Ph.D., MBA, CPM,			ompson, Ph.D., MBA, CPM, SCCEM		
Meeting/Committee	Development & Services					
Subject	Annual R	Annual Road Report for Fiscal Year 2022 (FY-22)				

RECOMMENDED/REQUESTED ACTION:

Staff requests that County Council receive the attached Annual Road Report for information and	l general
publication.	

Request for Council Reconsideration: X Yes			
FIDUCIARY:			
Are funds allocated in the department's current fiscal year budget?	Yes		No
If not, is a budget amendment necessary?	Yes		No
		•	

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Not applicable.

Applicable department/grant key and object codes:

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not Applicable

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The creation of this document is intended for information and distribution to the public to inform them of the scope and effort necessary to maintain the Richland County Road Maintenance System (CRMS) during the 2022 fiscal year (FY 2022).

The document provides a summary of ongoing maintenance activities and projects completed during this time frame. Projects in this report were constructed or managed by the Richland County Department of Public Works (DPW) and the Transportation Penny staff. All of the projects shown in this report have been accepted into the CRMS.

ADDITIONAL COMMENTS FOR CONSIDERATION:

It is intent of the DPW Staff to prepare an Annual Road Report each fiscal year to detail general activities, maintenance preformed, and capital projects completed by the Department of Public Works and the Transportation Penny staff.

ATTACHMENTS:

1. Annual Road Report Fiscal Year 2022





Annual Road Report Richland County, South Carolina Department of Public Works Fiscal Year 2022



Pavement Preservation - New Castle

Table of Contents

Introduction and Purpose	3
Maintenance Areas Map	4
Comprehensive Transportation Improvement Plan (CTIP)	5
Customer Service Focus	6
Pavement Management Study (PMS)	8
Road Maintenance and Repair	9
Drainage Maintenance	10
Traffic Control and Traffic Safety	11
Vegetation Maintenance	12
Emergency Maintenance and Road Hazards	13
Roads & Drainage – Projects Section	14
Capital Improvement Projects	15
Council District Map	16
Projects by Council District	17
Conclusion	26



Introduction and Purpose

This report is provided to inform residents of Richland County about activities required to maintain and improve the County Road Maintenance System (CRMS) each year.

The report is intended to provide a summary of activities and projects completed during Fiscal Year 2022 (FY-22), which ran from July 1, 2021, through June 30, 2022. Projects in this report were managed and/or constructed by the Richland County Department of Public Works (DPW) and the Transportation Penny Department. All of the projects included in this report have been accepted into the CRMS. This system represents the large network of roads and roadside drainage that DPW maintains, repairs and improves.

The Department of Public Works is dedicated to providing exceptional service to the residents of Richland County and to improving their quality of life today and in the future.

Director of Public Works

Deputy Director of Public Works

Michael Maloney, PE

Chris Eversmann, PE

County Engineer

Shirani W. Fuller, PE

Main Office:

400 Powell Road Columbia, SC 29203 (803) 576-2400

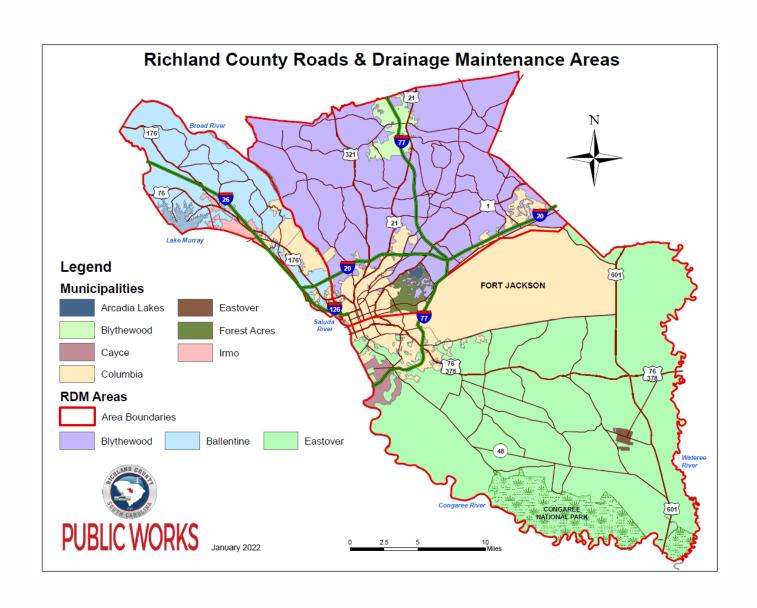
Maintenance Locations:

Specialty Sections 400 Powell Road Columbia, SC 29203 Blythewood (North) Section 437 Blythewood Road Blythewood, SC 29106

Ballentine (West) Section 1009 Bickley Road Irmo, SC 29063 Eastover (South) Section 2009 Chain Gang Road Eastover, SC 29044



Richland County Roads & Drainage Maintenance Areas Map





Comprehensive Transportation Improvement Plan (CTIP)

The Richland County Department of Public Works (DPW) maintains an extensive network of roads within the County Road Maintenance System (CRMS). Department staff currently maintain 836 miles of various types of roads.

Road Type	Mileage
Unpaved Prescriptive	157
Easement	
Unpaved Right-of-Way	46
Paved	633
Total	836

Most of the roads accepted into the CRMS are classified as residential. These are low-volume, low-speed, two-lane roadways. The County also maintains a small group of collector roads and industrial/commercial roads. As subdivision roads are deeded to the County by developers, the drainage system associated with those roads is also conveyed for maintenance. In order to be accepted into the CRMS, roads and drainage systems must be constructed to County standards.

In fiscal year 2020 (FY-20), DPW released its first Comprehensive Transportation Improvement Plan (CTIP). This plan is updated annually to address the transportation projects that are intended to be started and/or completed in the coming fiscal year. Projects are chosen based on an evaluation of assets and a distribution of resources within each Council district. Once the budget is determined for the upcoming year, the Roads & Drainage Maintenance Division (RDM) and Engineering staff create the preliminary plan under the guidance of the Director of Public Works. The plan is updated and presented to County Council for approval each year.

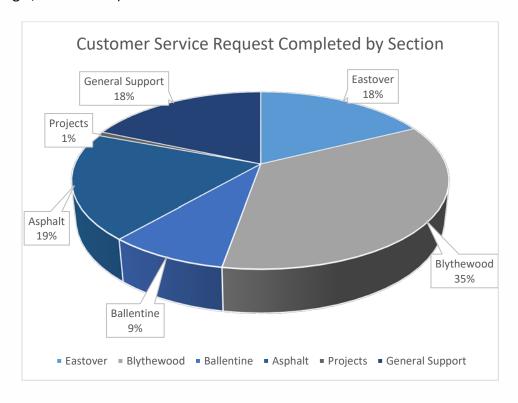
Funding for these projects comes from two main sources: the Road Maintenance Fee and "C" Funds (County Transportation Committee grants). The Road Maintenance Fee is collected on vehicle personal property tax bills from residents of Richland County. This generates about \$6 million per year, which is applied to funding capital roadway projects, maintenance and repair of roads, sidewalk construction and repair, and drainage repair and improvement. "C" Funds are allocated on a per project basis at the CTC's discretion to agencies whose projects meet established criteria. With the Road Maintenance Fund for capital projects being on hold, the department's Capital Improvement Projects (CIP) in FY22 were funded strictly through grants from the CTC.

Based on Intergovernmental Agreements (IGAs) with small municipalities within Richland County, the DPW staff requests funding from the CTC on their behalf.



Customer Service Focus

Within the Department of Public Works, the divisions of Roads & Drainage Maintenance (RDM) and Engineering are customer service-focused groups that respond directly to Citizen Service Requests (CSRs). In FY-22, these divisions completed a total of 4,432 CSRs (with RDM completing 3,663 of those).



DPW staff work with the Public Information Office (PIO) to engage the community and promote awareness of upcoming activities. The PIO uses various methods, such as news releases, social media posts, flyers and video, to communicate information to residents on multiple platforms.

Below is a breakdown of major categories for service requests assigned to the RDM and Engineering divisions during FY-22:

CSRs by Category	# Requests	Percentage
Road Maintenance/Repairs	1,378	31%
Drainage Maintenance	1,070	24%
Traffic Control/Safety Issues	707	16%
Vegetation Maintenance	589	13%
Emergency Maintenance/Road Hazards	75	2%
Other	613	14%
Total	4,432	100%

As part of a partnership with smaller municipalities, Richland County has IGAs for maintenance of roads and their associated drainage systems:

- ☐ Town of Blythewood
- ☐ Town of Irmo
- ☐ Town of Arcadia Lakes
- ☐ City of Forest Acres
- ☐ Town of Eastover

IGAs enable a basic level of maintenance to be efficiently provided to residents of these municipalities, while avoiding the high cost of the municipalities developing their own public works departments.

The County also enters into maintenance agreements with the South Carolina Department of Transportation (SCDOT). There are currently three such agreements in which DPW shares some of the maintenance responsibilities with SCDOT within its rights-of-way on Shared Use Paths (SUP):

- □ Polo Road SUP
- ☐ Clemson Road SUP
- ☐ Rabbit Run/Lower Richland Boulevard SUP



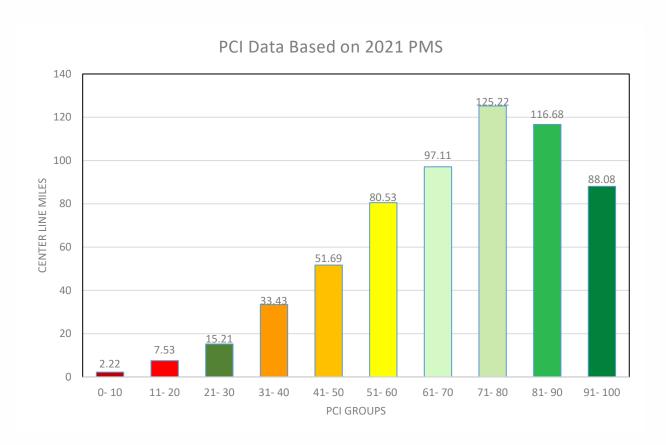
Clemson Road SUP

DPW also maintains an agreement with SCDOT to provide assistance in clearing the SCDOT road system in the case of a winter weather snow or ice event. County resources of labor and equipment are provided on a reimbursable basis.

Pavement Management Study (PMS)

The County conducted its second Pavement Management Study (PMS) to assess the condition of all paved roads within the County Road Maintenance System (CRMS) in September 2021. The study generated a Pavement Condition Index (PCI) for each road based on evaluation of common distresses such as alligator, longitudinal and transverse cracking. The extent and severity of these distresses correlate to a numerical value between 0-100. Every two years, these values will be updated through inspection by Engineering staff. A new comprehensive study will be performed every six years.

The other function of the PMS is to help develop both short- and long-term plans for allocating funding into the CRMS. Various methods of pavement treatment, such as preservation, resurfacing and rehabilitation, will be employed. The plans are data-driven, based on PCI values and available funding. The County's goal is to elevate all County roads to a standard of "good" and maintain them at that level thereafter.



Efficiency

Operations Performed by Public Works

Road Maintenance and Repair

The majority of Citizen Service Requests (CSRs) received by RDM are for road maintenance and repair. In FY-22, 1,378 CSRs were categorized as "road maintenance." Each workday, crews perform activities such as patching potholes, installing driveway aprons, and scraping/crowning unpaved roads. Smaller paving jobs, curb and gutter repair, and sidewalk repair are also performed.

Larger scale projects are constructed by the RDM Projects section or outsourced to a contractor as part of the Capital Improvement Projects (CIP) program. RDM and Engineering staff work together to determine how best to manage and prioritize these projects.

Also in FY-22, a dust suppression compound was applied to 56 unpaved roads, equaling 31.45 miles of roadway.



Unpaved road scrape performed by RDM crew



Drainage Maintenance

Drainage maintenance includes cleaning and repairing culverts, pipes, pipe inlets and outfalls, installation and extension of drainage pipes, cleaning and repairing catch basins, and cleaning and re-establishing ditches. During FY-22, 1,070 CSRs were classified as drainage related. A well-functioning drainage system is essential to the longevity of roadways and the protection of property. When a drainage system fails, it can lead to property damage and pose health and safety concerns.



Countyline Trail bridge replacement

DPW is working to create a comprehensive inventory of all County drainage system components as a layer within our Geographic Information System (GIS). DPW's Stormwater Division is starting a preventative maintenance program in which all drainage systems in our network will be evaluated.

Until this program is complete, RDM will continue to rely heavily on residents to inform staff when drainage systems are not functioning properly and need maintenance.



Efficiency

Traffic Control and Traffic Safety

This category of requests includes such tasks as sign installation, traffic calming, pavement marking, and traffic signal and school zone light maintenance. RDM crews perform many of these tasks; the remainder are performed by an on-call contractor.

The General Support section of RDM has a sign shop at the Powell Road compound where all signs for County-maintained roads and all street name signs for roads within Richland County (including both SCDOT and private roads) are fabricated. The General Support section is also responsible for installing all traffic control signs within the CRMS.

The Engineering Division manages requests for traffic-calming studies. Following established County policy, studies are conducted to determine whether a traffic-calming device needs to be installed on a road. Engineering performs all studies for both County- and SCDOT-maintained paved roadways. If a study meets the established criteria and qualifies for a speed hump, the Asphalt & Concrete section of RDM installs these devices at the designated location. In FY-22, 60 studies were conducted and eight roads (~13%) qualified to receive speed humps.



Speed hump installed by RDM on Whitehurst Way

Vegetation Maintenance

Vegetation maintenance includes mowing rural road shoulders, tree trimming, and clearing brush that obscures roadway visibility or restricts drainage through ditches.

Joint projects between the Transportation Penny Department and SCDOT have resulted in maintenance agreements in which the County has responsibility for mowing Shared Use Paths (SUPs) on some state roads.



Slope mower cutting County right-of-way

Mowing operations are both seasonal and affected by rainfall amount. The County does not perform this service within subdivisions; the majority of mowing and trimming activities are performed in rural areas of the County. RDM operates five slope mowers to accomplish all of its mowing responsibilities.

Tree trimming is frequently performed in response to a citizen request in the event that school buses or trucks cannot maneuver properly because of low-hanging limbs close to the roadway. Trimming can be accomplished by RDM employees and equipment or by a tree contractor, depending on the circumstances.



Emergency Maintenance and Road Hazards

The Roads & Drainage Maintenance Division (RDM) staff responds to calls 24 hours a day, with on-call personnel for after-hours emergencies. RDM crews work with other emergency response agencies to dispatch staff as needed.



RDM frequently responds to road hazards, such as trees or other obstacles blocking the roadway that could endanger the traveling public.

Emergency maintenance projects are constructed with the approval of the County Administrator or when a state of emergency is declared. During a state of emergency, all essential personnel in the department work rotating shifts to ensure around-the-clock response to keep roadways safe. Weather events such as snow and ice or hurricanes are the most common reasons for a state of emergency. When a hazard cannot immediately be corrected, staff has the ability to close a road until a safe route can be established.

Sinkhole on Waterford Drive - before

DPW staff also work with the Richland County Emergency Management Division (EMD). When EMD activates the **Emergency Operations Center** (EOC), the Engineering Division staffs the center to coordinate efforts and enhance communication throughout County departments.



Waterford Drive - after



74 of 389

Roads & Drainage – Projects Section

The Department of Public Works has a Projects section to address infrastructure needs that exceed the scope of routine maintenance. Projects in this category are of a more complex nature, require a longer time to complete, and also require some level of basic engineering analysis and design.

The Projects section performs a broad range of tasks, from drainage improvement to roadway repair, replacement of curb and gutter, and occasional work at the Jim Hamilton-L.B. Owens Airport (CUB). Projects typically start with a CSR, which is investigated by Roads & Drainage Maintenance staff. If determined to be beyond the scope of routine maintenance, RDM will refer the request to the Engineering Division for evaluation. The County Engineer determines whether the request qualifies for the internal project list or should be performed by a contractor as a Capital Improvement Project (CIP).

In FY-22, the Projects section completed 20 projects, most of which were related to drainage concerns from residents.





Morninglo ditch before maintenance

Morninglo ditch after maintenance



Capital Improvement Projects

The Department of Public Works budgets each year to complete Capital Improvement Projects through a procurement process used to select consultants and contractors.



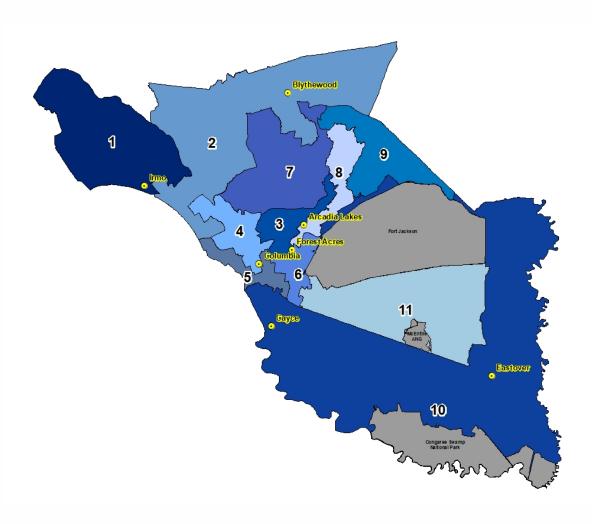
Resurfacing Hunters Pond

When the scope of a project is deemed too large for Public Works crews, a consultant and/or a contractor are engaged to perform the work to County-specified standards. The Engineering Division employs inspection staff to observe and inspect work as it is being performed.

The most common Capital Improvement Projects are road resurfacing and sidewalk construction. Comprehensive lists, by County Council district, of these projects (as well as dirt road paving) managed by the Department of Public Works and the Transportation Penny Department, follow hereafter.



Council District Map



Projects by Council District

District 1

Project	Total Mileage
Resurfacing	5.56



Road Name	District	Linear Miles	Department
Averill Ln	1	0.36	Transportation
Bucktail Way	1	0.04	Transportation
Kip Ct	1	0.04	Transportation
Little Hampton Rd	1	0.19	Transportation
Osbourne Ln	1	0.25	Transportation
Ramblewood Dr	1	0.24	Transportation
Redington Way	1	0.28	Transportation
Staffwood Ct	1	0.04	Transportation
Staffwood Dr	1	0.18	Transportation
S. Royal Tower Dr	1	0.22	Transportation
Stonemede Dr	1	0.11	Transportation
W. Royal Tower Dr	1	0.74	Transportation
Wyncliff Court	1	0.05	Transportation
Steeple Ridge Rd	1	1.36	Public Works
Laurent Way	1	0.81	Public Works
Dunleith Way	1	0.37	Public Works
Dunleith Ct	1	0.10	Public Works
Laurent Ct	1	0.12	Public Works
Cotting Ct	1	0.07	Public Works



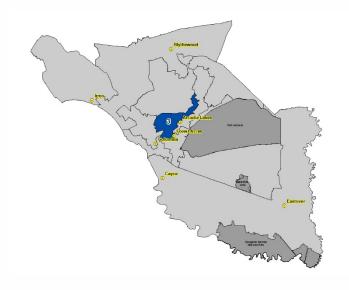
Project	Total Mileage
Resurfacing	5.09



Road Name	District	Linear Miles	Department
Belk Ct	2	0.19	Transportation
Carolina Pines Dr	2	1.21	Transportation
Harper Park Rd	2	0.07	Transportation
Northpoint Blvd	2	1.23	Transportation
Oak Knoll Dr	2	0.40	Transportation
Ramsgate Dr	2	0.32	Public Works
Rolling Hills Dr	2	0.32	Public Works
Rolling Hills Cr	2	0.02	Public Works
Hunters Run Dr	2	0.23	Public Works
Bowhunter Dr	2	0.66	Public Works
Bear Rock Dr	2	0.08	Public Works
Duck Pt	2	0.03	Public Works
Grouse Ct	2	0.03	Public Works
Labrador Dr	2	0.17	Public Works
Ranger Ln	2	0.05	Public Works
Coyote Ln	2	0.07	Public Works



	Total
Project	Mileage
Resurfacing	0.53



Road Name	District	Linear Miles	Department
Olde Springs Rd	3	0.53	Transportation



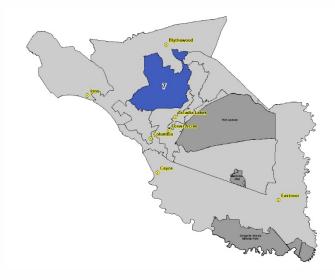
Project	Total Mileage
Resurfacing	0.36



Road Name	District	Linear Miles	Department
Garner Ln	4	0.36	Transportation



Project	Total Mileage
Resurfacing	1.65



Road Name	District	Linear Miles	Department
Bent Oak Ct	7	0.03	Transportation
Longtown W Rd	7,9	0.43	Transportation
Abney Estates Dr	7	0.42	Public Works
Valley Estates Dr	7	0.51	Public Works
Winding Brook Loop	7	0.21	Public Works
Abney Wood Ct	7	0.06	Public Works



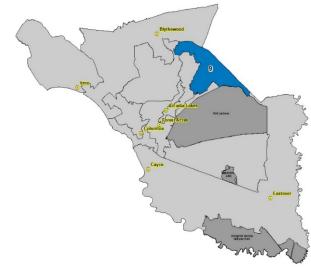
	Total
Project	Mileage
Resurfacing	2.91



Road Name	District	Linear Miles	Department
Radcot Ct	8	0.35	Transportation
Rosewood Dr	8	0.82	Transportation
Salusbury Ln	8	0.33	Transportation
Ventura Ct	8	0.10	Transportation
Winding Creek Ln	8	0.08	Transportation
Hunters Pond Dr	8	1.24	Public Works



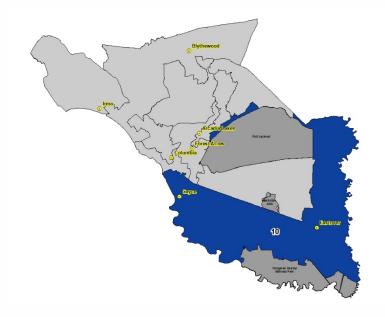
Project	Total Mileage
Resurfacing	2.83



Road Name	District	Linear Miles	Department
Bombing Range Rd	9	0.95	Transportation
Columbia Club Dr E	9	0.90	Transportation
Muirfield Court W	9	0.15	Transportation
Woodlands West	9	0.40	Transportation
Longtown W Rd	7,9	0.43	Transportation



	Total
Project	Mileage
Paving	0.54



Dirt Road Paving Projects:

Road Name	District	Linear Miles	Department
South Dr	10	0.32	Transportation
Robert James	10	0.22	Transportation



Project	Total Mileage	
Resurfacing	5.77	
Paving	0.41	



Resurfacing Projects:

Road Name	District	Linear Miles	Department
Ashley Place	11	0.05	Transportation
Bedford Way	11	0.38	Transportation
Berkeley Forest Ct	11	0.04	Transportation
Berkeley Forest Dr	11	0.77	Transportation
Candlewood Dr	11	0.54	Transportation
Cardington Dr	11	0.73	Transportation
Exton Shore Dr	11	0.47	Transportation
Flowerwood Dr	11	0.18	Transportation
Greys Ct	11	0.03	Transportation
Jadetree Ct	11	0.05	Transportation
Jadetree Dr	11	0.36	Transportation
Kildare Dr	11	0.06	Transportation
Mountainbrook Dr	11	0.42	Transportation
Padgett Woods Blvd	11	0.10	Transportation
Pear Tree Cir	11	0.36	Transportation
Prince Charles Ct	11	0.19	Transportation
Ragsdale Dr	11	0.36	Transportation
Raintree Ct	11	0.42	Transportation
Raintree Ln	11	0.18	Transportation
Regents Ct	11	0.11	Transportation

Dirt Road Paving Projects:

Road Name	District	Linear Miles	Department
Rocky Rd	11	0.17	Transportation
Barkley Rd	11	0.24	Transportation



Conclusion

The staff of the Department of Public Works is dedicated to its mission of maintenance and improvement of the County Road Maintenance System and its component infrastructure. Our goal is to create excellent public facilities and to improve the quality of life for residents today and in the future. We strive to achieve this goal through steady improvement in the effectiveness and efficiency with which we perform daily tasks. We look forward to reporting on this progress in future annual reports.



Richland County Council Request for Action

Subject:

Mill Creek Bridge Replacement

Notes:

December 15, 2022 – The A&F Committee recommended Council approve a budget amendment to move \$700,000 from the Richland County Conservation Commission Special Reserve Fund Balance to the Conservation Division FY22-23 Operating Budget for the replacement of a damaged bridge on the Mill Creek property.

RICHLAND COUNTY ADMINISTRATION

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



Agenda Briefing

Prepared by: Quinton Epps		Title	:: 1	Divisior	n Manager	
Department:	Department: Community Planning & Development		Divis	Division: Cons		servation
Date Prepared:	Date Prepared: November 10, 2022		Mee	ting	Date:	November 17, 2022
Legal Review Patrick Wright via email				Da	ate:	November 15, 2022
Budget Review	Budget Review Abhijit Deshpande via email			Da	ite:	November 28, 2022
Finance Review	Finance Review Stacey Hamm via email			Da	ite:	November 28, 2022
Approved for consider	ration:	Assistant County Administrator		r Aric A Jensen, AICP		en, AICP
Meeting/Committee Administration & Finance					_	
Subject Mill Creek Property Bridge Replaceme		ent Pr	oject	Fundin	g	

RECOMMENDED/REQUESTED ACTION:

The Richland County Conservation Commission (RCCC) and staff request the Committee approve a budget amendment to move \$700,000 from the RCCC Special Reserve Fund Balance to the Conservation Division FY22-23 Operating Budget for the replacement of a damaged bridge on the Mill Creek property.

Division FY22-23 Operating Budget for	the replacement of a damaged bridge on the Mill Creek property
Request for Council Reconsideration:	Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?		Yes	No
If not, is a budget amendment necessary?	\boxtimes	Yes	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The \$700,000 available in the RCCC Special Reserve Fund Balance was approved by the RCCC at its October 17, 2022 meeting, but it may not be needed in its entirety pending the outcome of grant applications. The FY22-23 Council approved budget will need to be amended to transfer these funds from the RCCC Special Reserve Fund to the FY22-23 Conservation Division Operating Budget.

Applicable department/grant key and object codes: 1209000000-498000 (Special Reserve Fund) 1209451000-526500 (Professional Services)

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The RCCC was created in 1998 by the Richland County Council and is charged with promoting the protection of the County's natural, historical, and cultural resources and promoting nature-based recreation and eco- and heritage tourism. One of the county-owned conservation properties RCCC manages is an approximately 2,500-acre tract of land along the Congaree River known as Mill Creek, which is accessed from Old Bluff Road. Flooding in early February 2020 damaged a wooden bridge on the Mill Creek property, and RCCC seeks to replace it. The existing damaged bridge is approximately 70 ft. long by 15 ft. wide and provides access between the upper and lower tracts of the Mill Creek property. Currently, the property is not open to the public due in part to the failed bridge.

Staff and the RCCC request approval for a budget amendment to move \$700,000 from the RCCC Special Reserve Fund Balance to the Conservation Division FY22-23 Operating Budget to replace the bridge. The request comes mid-year because the design and approval process required only half of the estimated time to complete. County Council approved the project design bid at its June 8, 2021 Special Called Meeting with the understanding that it would take approximately 24 months for the work to be completed and approved; however, the design was completed and approved in August 2022.

Due to the expedited design phase, the RCCC approved moving forward with the project using the Special Reserve Fund at its October 17, 2022 meeting. Conservation staff and the RCCC were informed that one of the CDBG grant programs administered by the County could potentially fund up to 75% of the project cost. However, the funds must be expended by September 30, 2023 which necessitates a mid-year budget amendment.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Due to the size and scope of the project, selection of the construction vendor must be accomplished through the County's procurement process. If this item is deferred or otherwise not approved at this meeting, it will likely result in the project not being eligible for the CDBG funding due to the reduced meeting schedules in December and January.

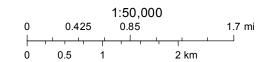
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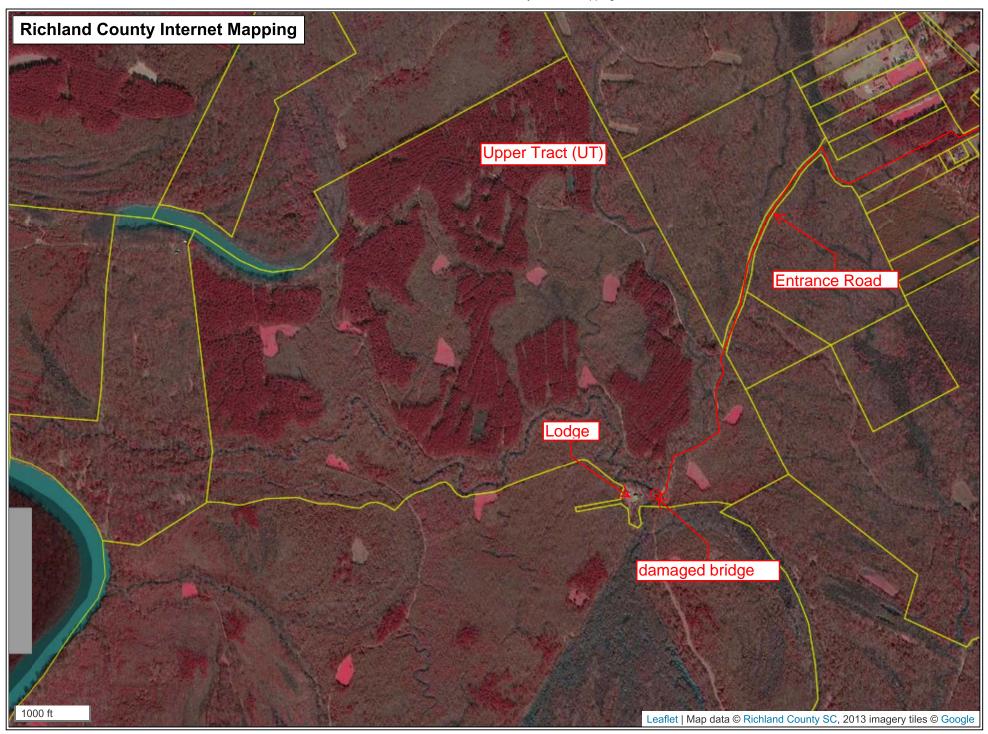
- 1. Parcel Location Map
- 2. Bridge replacement location map
- 3. Project Budget and Estimates
- 4. Design Plans Bridge Replacement
- 5. Environmental Permitting information

Attachment 1



June 12, 2020





Sent: From:

 $\ddot{\circ}$

Quinton Epps

Friday, September 9, 2022 10:45 AM Kevin Gantt <kevin.gantt@carolina-tea.com>

Subject: **Quinton Epps** Cost Estimate

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Quinton,

in line with what we had previously discussed I got a contractor to review the plans and give us an estimate considering the location and the current market. I was very surprised to receive numbers that were

figure of \$30,000 for grading the roadway, that will push you close to \$700,000 as a budget for the project. The estimate that we provided this spring was \$528,000. His estimate (not including the grading for the approaches) was \$650,000. If you add in a conservative

can do and are challenged to find the labor they need to do it. Please give me a call when you get this email to discuss in more detail. Our concern is the variability in the market now, as contractors have more work than they

93 of 389

hearing from you at you earliest convenience I also wanted to ask about the last invoice we submitted in late May. If you need anything additional to process that please let me know. I look forward to

Thanks,

Kevin L. Gantt, PE, CPM



kevin.gantt@Carolina-TEA.com (864) 376-6397 Columbia, SC 29201 1201 Main Street, Suite 1850

	Assoc., PC	CAROLINA Transportation Engineers & Assoc., PC			
			Subject:	Project:	
Checked by:	S. Kounbandith	Prepared By:	Bridge Estimated Q	Dirt Road Over Mill Creek	
	3/7/2022	Date:	uantities and Const	Creek	
	CPS21075	Project ID:	Bridge Estimated Quantities and Construction Cost Estimate		
	1	Sheet:			

Estimated Quantities and Construction Cost

			8154050	8153090	8153000	8152007	8131000	8100100	8041020	7243100	7112140	7111520	7110010	7054000		7031200	7011400	6531210	6510105	3050106	2031200	2028100	2011000	1031000
TOTAL COST	TOTAL COST		REMOVAL OF SILT RETAINED BY SILT FENCE	REPLACE/REPAIR SILT FENCE	SILT FENCE	SEDIMENT TUBES FOR DITCH CHECKS	SODDING	PERMANENT COVER	RIP-RAP (CLASS B)	ELASTOMERIC BEARING	STEEL H-BEARING PILING (HP 12 x 53)	REINF. STEEL PILE TIPS (HP 12X53)	PILE DRIVING SET UP	CONCRETE BRIDGE BARRIER PARAPET (3'-6")	3'-0" x 3'-3" BOX BEAM	REINFORCING STEEL FOR STRUCTURES (BRIDGE)	CONCRETE FOR STRUCTURES - CLASS 4000	U-SECTION POST FOR SIGN SUPPORTS-3P	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	SITE EXCAVATION	REMOVAL & DISPOSAL OF EXISTING BRIDGE	CLEARING & GRUBBING WITHIN RIGHT OF WAY	MOBILIZATION
			뜌	뜌	두	두	MSY	AC	TON	EA	두	EA	EA	Fi Fi	-	LBS	CY	뚜	SF	SY	S.	S.	LS	rs.
			138	55	550	100	0.52	0.1	31	12	560	80	8	200	600	4596	25.2	260	12	260	NEC	NEC	NEC	NEC
			\$ 5.00	\$ 3.00	\$ 5.00	\$ 10.00	\$ 15,000.00	\$ 1,500.00	\$ 60.00	\$ 200.00	\$ 45.00	\$ 200.00	\$ 2,500.00	\$ 100.00	\$ 300.00	\$ 2.00	\$ 2,000.00	\$ 10.00	\$ 40.00	\$ 15.00	\$ 10,000.00	\$ 50,000.00	\$ 10,000.00	\$ 40,000.00
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440,187.00	1	'	690.00	165.00	2,750.00	1,000.00	7,800.00	150.00	1,860.00	2,400.00	25,200.00	1,600.00	20,000.00	20,000.00	180,000.00	9,192.00	50,400.00	2,600.00	480.00	3,900.00	10,000.00	50,000.00	10,000.00	40,000.00

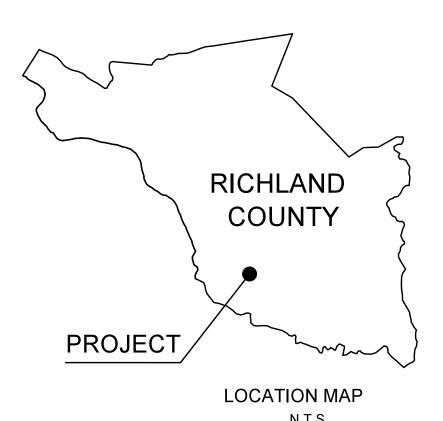
Grand Total

528,224.40

INDEX OF SHEETS

		<u> </u>	
SHEET NO.	DESCRIPTION	SH	HEET
1	TITLE SHEET		1
2	QUANTITY SHEET		1
3	TYPICAL SECTION SHEET		1
5	GENERAL NOTES SHEET		1
5A	REFERENCE DATA SHEET		1
6 - 6A	PLAN AND PROFILE SHEETS		2
X1 – X3	CROSS SECTIONS		3
		TOTAL SHEETS	10





BRIDGE REPLACEMENT OVER MILL CREEK

RICHLAND COUNTY MAP

100'-0" x 18'-0" CONCRETE BRIDGE FROM STA. 105+00.00 TO STA. 106+00.00

NPDES PERMIT INFORMATION Approximate Location of Roadway is 33°49'59"N

> Hydraulic and NPDES Design provided by:

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA

CALL 811

STA. 104+10.00 TO STA. 106+38.65 (ROAD 1)

SOUTH CAROLINA 811 (SC811) WWW.SC811.COM ALL UTILITIES MAY NOT BE A MEMBER OF SC811

> RAILROAD INVOLVEMENT? YES (NO)



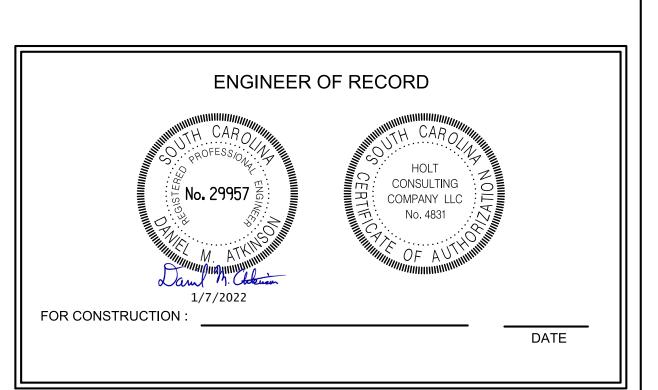
LAYOUT N.T.S

	ROAD 1	ROAD 2	TOTAL (MILES)
NET LENGTH OF ROADWAY	0.024	0.013	0.037
NET LENGTH OF BRIDGES	0.019	_	0.019
NET LENGTH OF PROJECT	0.043	0.013	0.056
LENGTH OF EXCEPTIONS	_	_	_
GROSS LENGTH OF PROJECT	0.043	0.013	0.056

EQUALITIES IN STATIONING: NONE

NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE RELEASE OF THE FINAL RFP.





ITEM NO.	PAY ITEM	COMPUTED QUANTITY	INCIDENTAL QUANTITY	PAY UNIT
1031000	MOBILIZATION	1.000		LS
2011000	CLEARING & GRUBBING WITHIN RIGHT OF WAY	1.000		LS
2031200	SITE EXCAVATION	1.000		LS
3050106	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	260.000		SY
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	12.000		SF
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	52.000		LF
8041020	RIP-RAP (CLASS B)	82.000		TON
8048210	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP(CLASS 2)TYPE C	138.000		SY
8100100	PERMANENT COVER	0.100		AC
3131000	SODDING	0.520		MSY
8152007	SEDIMENT TUBES FOR DITCH CHECKS	20.000		LF
8153000	SILT FENCE	550.000		LF
8153090 8154050	REPLACE/REPAIR SILT FENCE REMOVAL OF SILT RETAINED BY SILT FENCE	55.000 138.000		LF LF

ITEM NO.	PAY ITEM	COMPUTED QUANTITY	INCIDENTAL QUANTITY	PAY UNIT





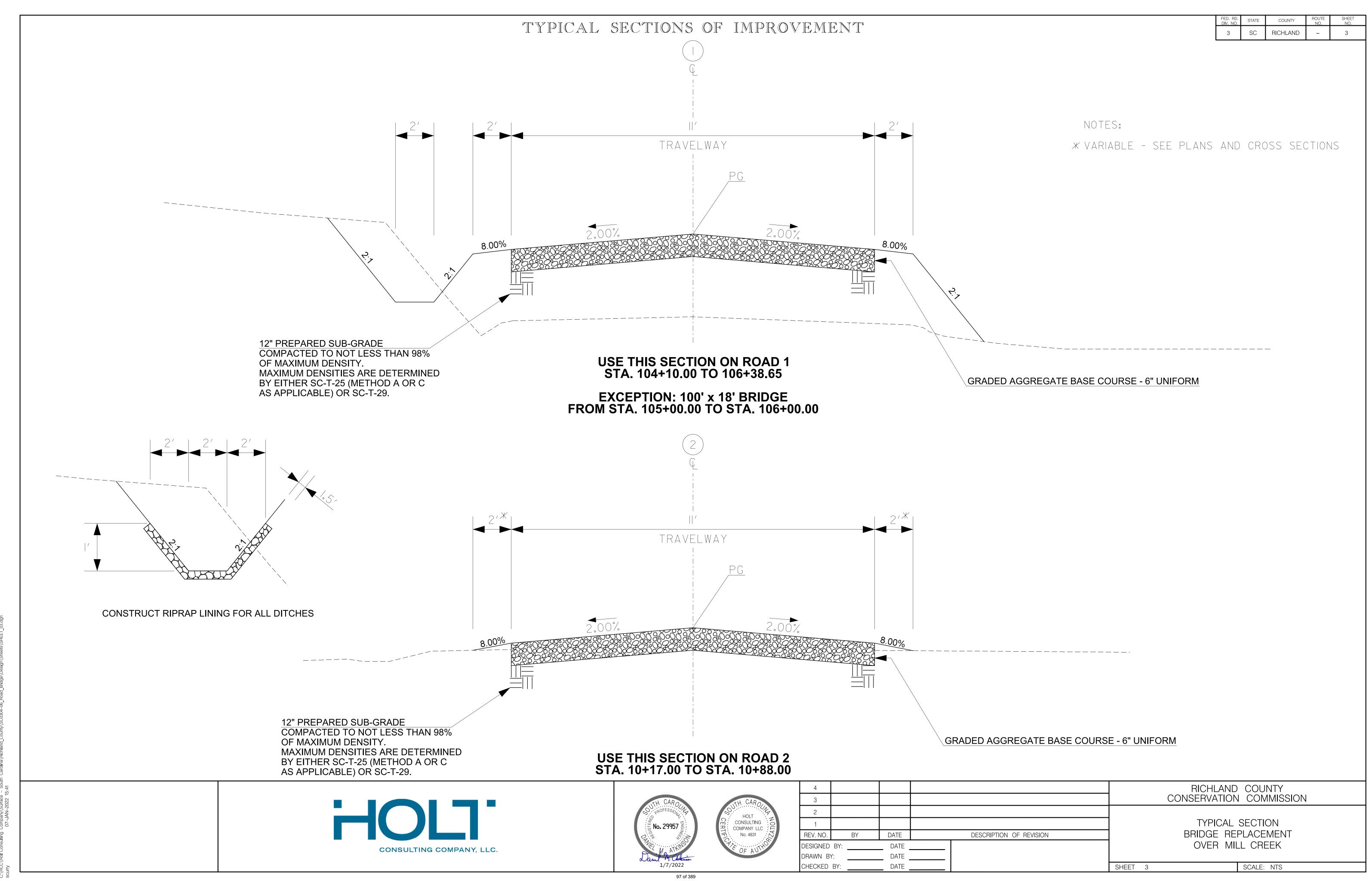


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1					
REV. NO.	B\	(DATE	DESCRIPTION OF REVISION	
DESIGNED	BY:		_ DATE		
DRAWN B	Y:		_ DATE		
CHECKED	BY:		_ DATE		SHEET

RICHLAND COUNTY CONSERVATION COMMISSION

> QUANTITY SHEET BRIDGE REPLACEMENT OVER MILL CREEK

> > SCALE: NTS



- THIS PROJECT WILL CONSIST OF THE GRADING, DRAINAGE AND CONSTRUCTION OF APPROXIMATELY 140 LF OF ROADWAY, LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA.
- HORIZONTAL AND VERTICAL SURVEYS WERE PERFORMED BY SEPI, INC. AND ARE BASED ON NAD 83 STATE PLANE COORDINATES AND NAVD 88 ELEVATIONS SHOWN AT CONTROL POINTS AND BENCHMARKS ON THE PLANS.
- CLEARING & GRUBBING OPERATIONS WILL BE PERFORMED ONLY IN THE IMMEDIATE AREA NECESSARY FOR THE CONSTRUCTION OF THE ROADWAY AND ALL WORK ASSOCIATED WITH THE PROJECT.
- DISTURBED AREAS WILL BE RE-SEEDED AS SOON AS POSSIBLE FOLLOWING COMPLETION OF CONSTRUCTION ACTIVITIES IN THAT LOCATION. ALL SEEDED AREAS WILL BE FERTILIZED, RESEEDED, AND MULCHED AS NECESSARY OR AS DIRECTED BY THE ENGINEER TO ACHIEVE AN EROSION-RESISTANT VEGETATIVE COVER. METHOD "C" SHALL BE USED ON THIS PROJECT IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, SECTION 810.4.12.
- CLEANING OF EXISTING OUTFALLS SHALL BE PAID FOR UNDER CLEARING AND GRUBBING.
- THE COST FOR CONSTRUCTION STAKES. LINES AND GRADES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND INCLUDED IN THE COST FOR
- THE CONTRACTOR SHALL REMOVE ALL SEDIMENT AND DEBRIS FROM ALL PIPES WITHIN THE PROJECT LIMITS UPON COMPLETION OF THE WORK.
- ALL EXISTING ROADWAY SIGNAGE AFFECTED BY CONSTRUCTION ACTIVITIES SHALL BE RELOCATED, REUSED OR REPLACED AS INDICATED ON THE PLANS OR AS DEEMED NECESSARY TO PERFORM THE WORK. IF ROADWAY REMAINS OPEN TO TRAFFIC DURING CONSTRUCTION, ALL SIGNS THAT ARE TO BE RELOCATED SHALL BE ERECTED IN A TEMPORARY MANNER THAT DOES NOT IMPEDE TRAFFIC FLOW. ANY SIGN MESSAGE THAT CONFLICTS WITH THE CONSTRUCTION TRAFFIC CONTROL SIGNAGE SHALL BE COVERED OR TEMPORARILY REMOVED.
- THE CONTRACTOR SHALL ADHERE TO THE WEIGHT LIMITS PRESCRIBED ON SCDOT/COUNTY MAINTAINED ROADS
 FOR HAULING EQUIPMENT AND/OR MATERIALS TO AND FROM THIS SITE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES TO THE ROADS AND/OR UTILITIES DUE TO NONCOMPLIANCE OF WEIGHT LIMIT REGULATIONS.
- THE RICHLAND COUNTY DEPARTMENT OF TRANSPORTATION AND/OR THEIR CONSULTANT MUST SPECIFICALLY AUTHORIZE CHANGES INVOLVING INCREASED COST OF PROJECT OR CHANGES IN ALIGNMENT
- THE CONTRACTOR SHALL GRADE FOR POSITIVE DRAINAGE IN CONFORMANCE WITH THE PROPOSED DRAINAGE PATTERNS ON THE PLANS.
- THE CONTRACTOR MUST NOT OCCUPY ANY NON-PERMITTED WETLAND AREAS.

UTILITY INFORMATION

- THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE UTILITIES INFORMATION SHOWN ON THE DRAWINGS. IT IS THEREFORE THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM THAT THE PROPER COORDINATION WITH THE VARIOUS UTILITY OWNERS HAS BEEN PERFORMED.
- THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY OWNERS DURING RELOCATION OPERATIONS. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY WHETHER SHOWN ON THE DRAWINGS OR LOCATED BY THE UTILITY COMPANY. COST OF DAMAGES TO ANY UTILITIES AS A RESULT OF CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

DHEC STANDARD NOTES

FED. RD. DIV. NO.	STATE	COUNTY	ROUTE NO.	SHEET NO.
3	SC	RICHLAND	_	5

IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NECESSARY SLOPE IS BROUGHT TO GRADE.

STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW. -WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE. -WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.

ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.

PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE SEDIMENT BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.

ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.

THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.

RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C REG. 72-300 ET SEQ. AND SCRIOOOOO.

TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.

ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A SO-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WAS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WAS.

LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.

INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.

MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.

MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE;

MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASIN, FILTER BAG, ETC.).

THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
-WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL; FOR THIS PROJECT, NO CONCRETE WASHOUTS TO BE ALLOWED WITHIN PROJECT LIMITS; CONTRACTOR TO COORDINATE FOR APPROPRIATE OFFSITE LOCATION.
-WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
-FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
-SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.

AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.

IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.

A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERECE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE. CONSTRUCTION SEQUENCE

RECEIVE NPDES COVERAGE FROM DHEC.
PRE-CONSTRUCTION MEETING (ON SITE IF MORE THAN 10 ACRES DISTURBED AND NON-LINEAR).
NOTIFY RICHLAND COUNTY PUBLIC WORKS 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES. INSTALLATION OF CONSTRUCTION ENTRANCES.

CLEARING AND GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS. INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE).
CLEARING AND GRUBBING ONLY IN AREAS OF BASINS/TRAPS/PONDS.

INSTALLATION OF BASINS/TRAPS/PONDS AND INSTALLATION OF DIVERSIONS TO THOSE STRUCTURES (OUTLET STRUCTURES MUST BE COMPLETELY INSTALLED AS SHOWN ON THE DETAILS BEFORE PROCEEDING TO NEXT STEP; AREAS DRAINING TO THESES STRUCTURES CANNOT BE DISTURBED UNTIL THE STRUCTURES AND DIVERSIONS TO THE STRUCTURES ARE COMPLETELY INSTALLED).

CLEARING AND GRUBBING OF SITE OR DEMOLITION (SEDIMENT AND EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED).

FINE GRADING, PAVING, ET PERMANENT/FÍNAL STÁBILIZATION.

CLEAN-OUT OF DETENTION BASINS THAT WERE USED AS SEDIMENT CONTROL STRUCTURES AND RE-GRADING OF DETENTIONS; IF NECESSARY, MODIFICATION OF SEDIMENT BASIN RISER TO CONVERT TO DETENTION BASIN OUTLET STRUCTURE.

REMOVAL OF TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED (THE DEPARTMENT RECOMMENDS THAT THE PROJECT OWNER/OPERATOR HAVE THE SWPPP PREPARER OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES. MAINTENANCE OF ALL SEDIMENT AND EROSION CONTROL MEASURES MUST CONTINUE UNTIL THE SITE IS PERMANENTLY

STABILIZED AND THE CONTROLS ARE REMOVED).

PERFORM AS-BUILT SURVEYS OF ALL DETENTION STRUCTURES AND SUBMIT TO DHEC OR MS4 FOR ACCEPTANCE.

SUBMIT NOTICE OF TERMINATION (NOT) TO DHEC AS APPROPRIATE.







ROUGH GRADING.

4				RICHLAND COUNTY				
3				CONSERVATION COMMISSION				
2								
1				GENERAL NOTES				
REV. NO.	BY	DATE	DESCRIPTION OF REVISION	BRIDGE REPLACEMENT				
DESIGNED	IED BY: DATE			OVER MILL CREEK				
DRAWN BY	Y:	DATE _						
CHECKED	BY:	DATE _		SHEET 5 SCALE: NTS				

```
Beginning chain ROAD_1 description
______
           N 727,508.7434 E 2,034,460.5248 Sta 104+00.00
Course from CL10 to PC ROAD1_1 N 81° 26' 39.16" E Dist 34.3953
               Curve Data
Curve ROAD1_1
             104+43.40 N 727,515.1996 E 2,034,503.4384
P.I. Station
Delta = 10° 17′ 12.94″ (LT)
Degree = 57° 17' 44.81"
              9.0012
Tangent =
Length =
              17.9541
              100.0000
Radius
External =
              0.4043
               17.9300
Long Chord =
               0.4027
Mid. Ord. =
             104+34.40 N
                           727,513.8605 E 2,034,494.5374
P.C. Station
P.T. Station
             104+52.35 N 727,518.1067 E 2,034,511.9573
C.C.
                N 727,612.7476 E 2,034,479.6601
Back = N 81° 26' 39.16" E
Ahead = N 71° 09' 26.23" E
Chord Bear = N 76^{\circ} 18' 02.70'' E
Course from PT ROAD1 1 to PC ROAD1 2 N 71° 09' 26.23" E Dist 36.4812
               Curve Data
Curve ROAD1_2
P.I. Station
             104+94.43 N 727,531.6966 E 2,034,551.7799
Delta = 9° 05′ 14.26″ (RT)
Degree = 81° 21' 31.31"
Tangent =
              11.1694
Length =
              70.4237
Radius =
              0.2220
External =
Long Chord =
               11.1577
               0.2213
Mid. Ord. =
P.C. Station
             104+88.83 N
                          727,529.8891 E 2,034,546.4834
P.T. Station
             105+00.00 N 727,532.6449 E 2,034,557.2955
C.C.
                N 727,463.2395 E 2,034,569.2282
Back = N 71° 09' 26.23" E
Ahead = N 80° 14' 40.49" E
Chord Bear = N 75^{\circ} 42' 03.36'' E
Course from PT ROAD1_2 to PC ROAD1_3 N 80° 14' 40.49" E Dist 100.0000
               Curve Data
Curve ROAD1_3
P.I. Station 106+11.41 N 727,551.5232 E 2,034,667.0984
Delta = 9° 50′ 05.35″ (RT)
Degree = 43° 11' 17.79"
Tangent = 11.4140
              22.7720
Length =
             132.6651
Radius =
              0.4901
External =
Long Chord =
              22.7440
Mid. Ord. =
               0.4883
P.C. Station
             106+00.00 N 727,549.5892 E 2,034,655.8495
             106+22.77 N 727,551.5074 E 2,034,678.5124
C.C.
               N 727,418.8424 E 2,034,678.3286
Back = N 80° 14' 40.49" E
Ahead = S 89° 55' 14.16" E
Chord Bear = N 85^{\circ} 09' 43.16'' E
Course from PT ROAD1_3 to CL11 S 89° 55' 14.16" E Dist 28.0403
Point CL11 N 727,551.4685 E 2,034,706.5527 Sta 106+50.81
Ending chain ROAD_1 description
```

Beginning chain ROAD_2 description ______ N 727,500.1328 E 2,034,691.3183 Sta 10+00.00 Course from CL20 to PC ROAD2 N 7° 07' 14.16" E Dist 30.0000 Curve Data Curve ROAD2 P.I. Station 10+45.17 N 727,544.9545 E 2,034,696.9176 Delta = $17^{\circ} 15' 07.81'' (RT)$ Degree = 57° 17' 44.81" 15.1701 Tangent = 30.1107 Length = 100.0000 Radius 1.1441 External = Long Chord = 29.9971 Mid. Ord. = 1.1312 10+30.00 N 727,529.9014 E 2,034,695.0371 P.C. Station 10+60.11 N 727,558.7727 E 2,034,703.1778 P.T. Station C.C. N 727,517.5056 E 2,034,794.2658 Back = N 7° 07' 14.16" E Ahead = N 24° 22' 21.97" E Chord Bear = N 15° 44' 48.07" E Course from PT ROAD2 to CL21 N 24° 22' 21.97" E Dist 59.8893 N 727,613.3247 E 2,034,727.8925 Sta 11+20.00 ______ Ending chain ROAD_2 description 104 + 00

CURVE ROAD1 3 PI = 106 + 11.41 $\Delta = 9^{50'} 05'' (RT)$ $D = 43^{11'} 18''$ T = 11.41'L = 22.77'E = 0.49'105 + 00R = 132.67'*106+00* ROAD_2 CURVE ROADI_3 S 89°55' N 80° 14′ 40" E N 81° 26′ 39" E 34.40 ft. CURVE ROADI_I CURVE ROAD2 PI = 10 + 45.17 $\Delta = 17^{15'} 08'' (RT)$ $D = 57^{17'} 45''$ CURVE ROAD1 1 T = 15.17' $PI = 104 + 43.40^{-1}$ L = 30.11' $\Delta = 10^{\circ} 17' 13'' (LT)$ E = 1.14' $D = 57^{17'} 45''$ R = 100.00'00 T = 9.00'L = 17.95'E = 0.40'R = 100.00'CURVE ROAD1_2 $PI = 104 + 94.43^{-1}$ $\Delta = 9^{\circ} 05' 14'' (RT)$ $D = 81^{\circ} 21' 31'''$ T = 5.60'L = 11.17'E = 0.22'R = 70.42'







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REV. NO.	BY	DATE	DESCRIPTION OF REVISION		
ESIGNED	BY:	DATE			
RAWN B	Y:	_ DATE			
HECKED	BY:	DATE		SHEET	5
	•				

CONSERVATION COMMISSION

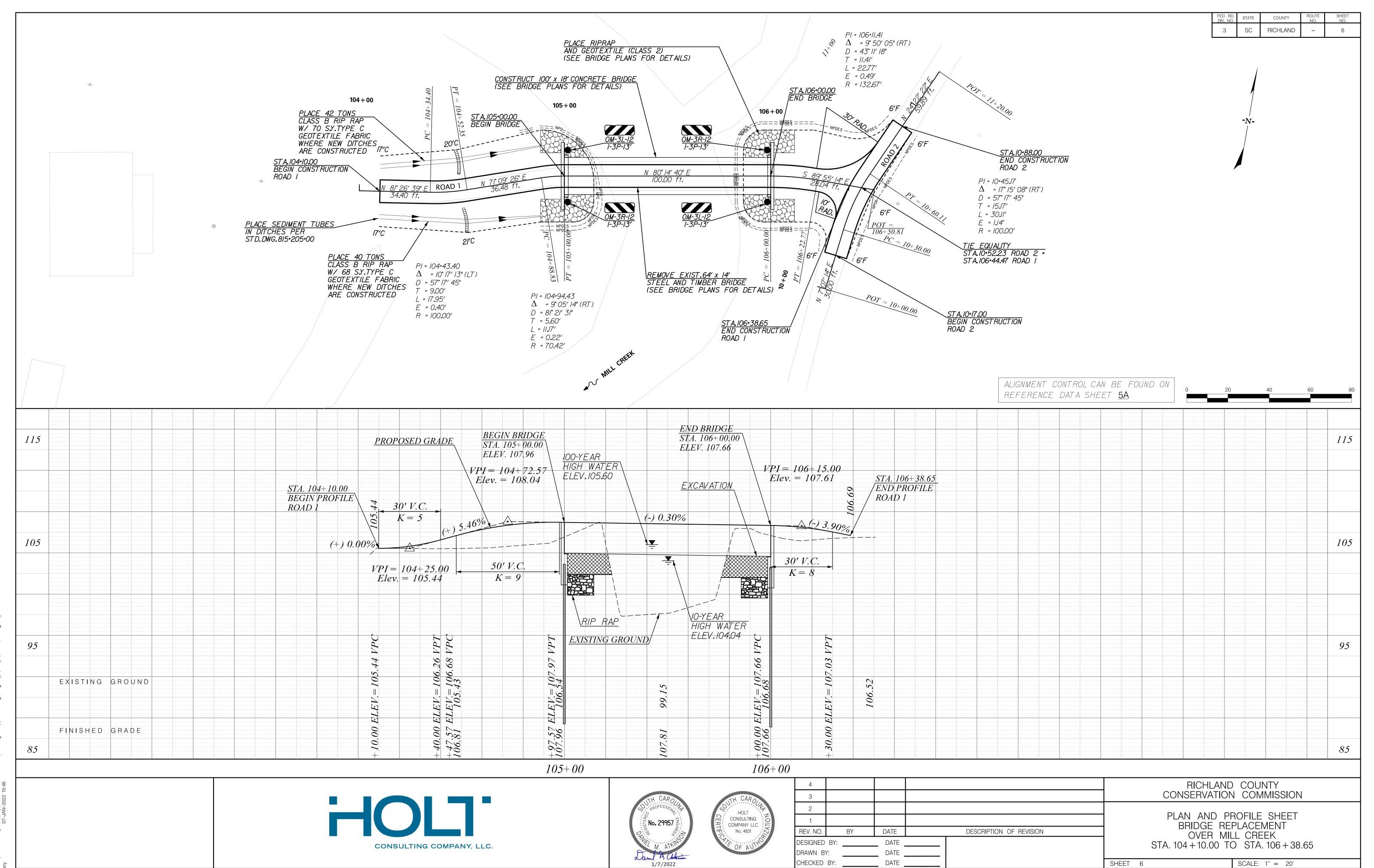
REFERENCE DATA SHEET
BRIDGE REPLACEMENT
OVER MILL CREEK

SCALE: 1" = 20'

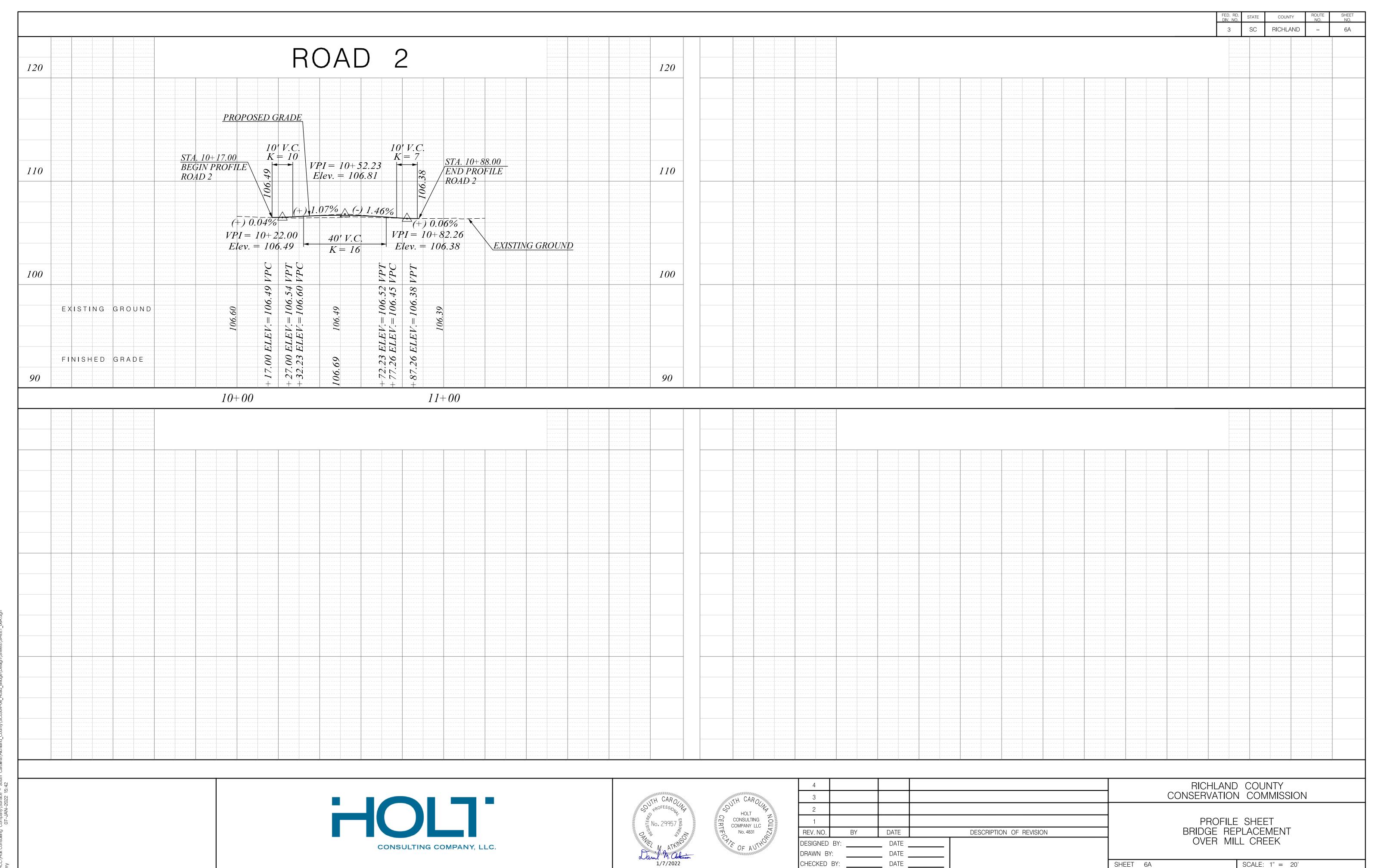
RICHLAND COUNTY

RICHLAND

99 of 389

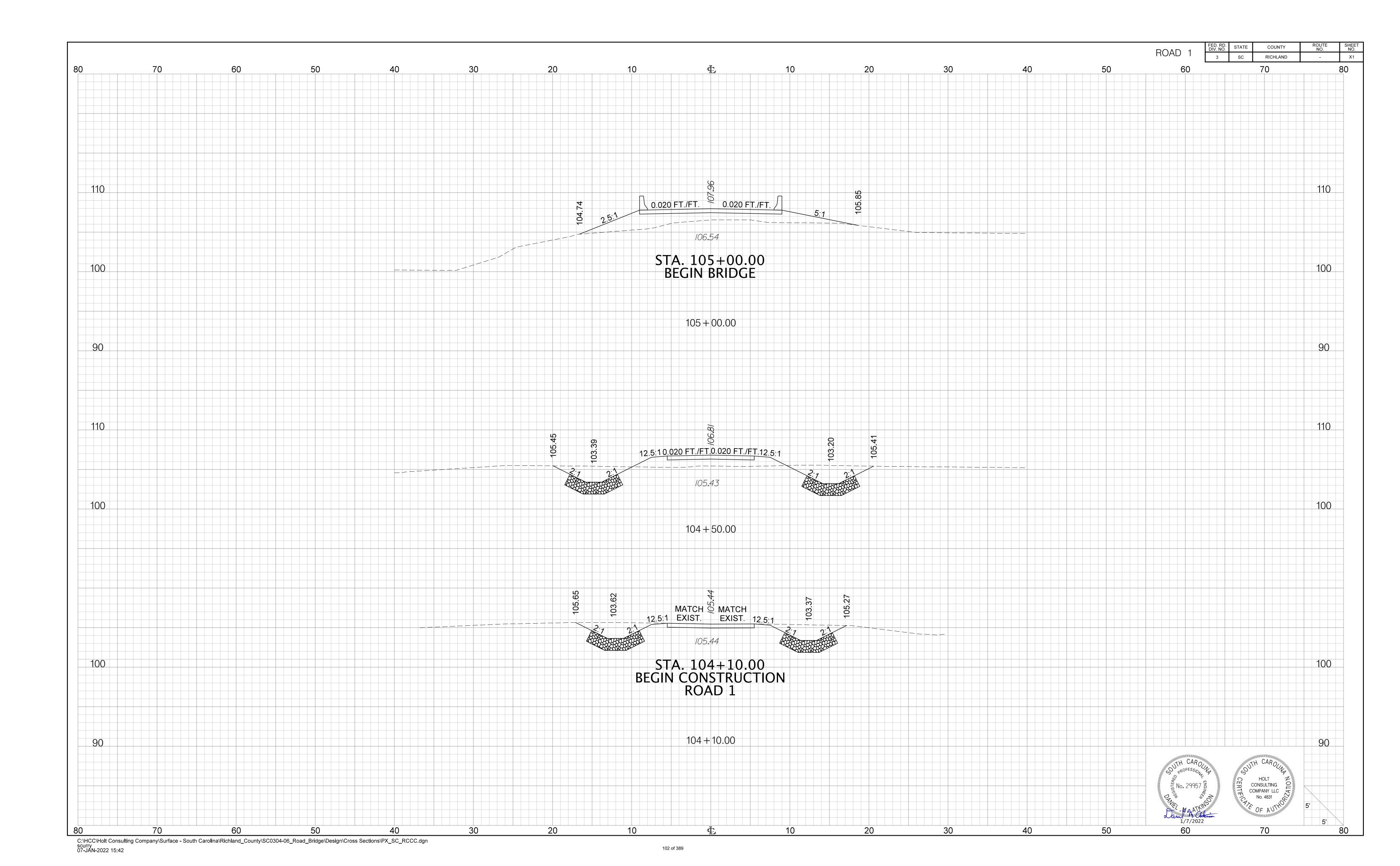


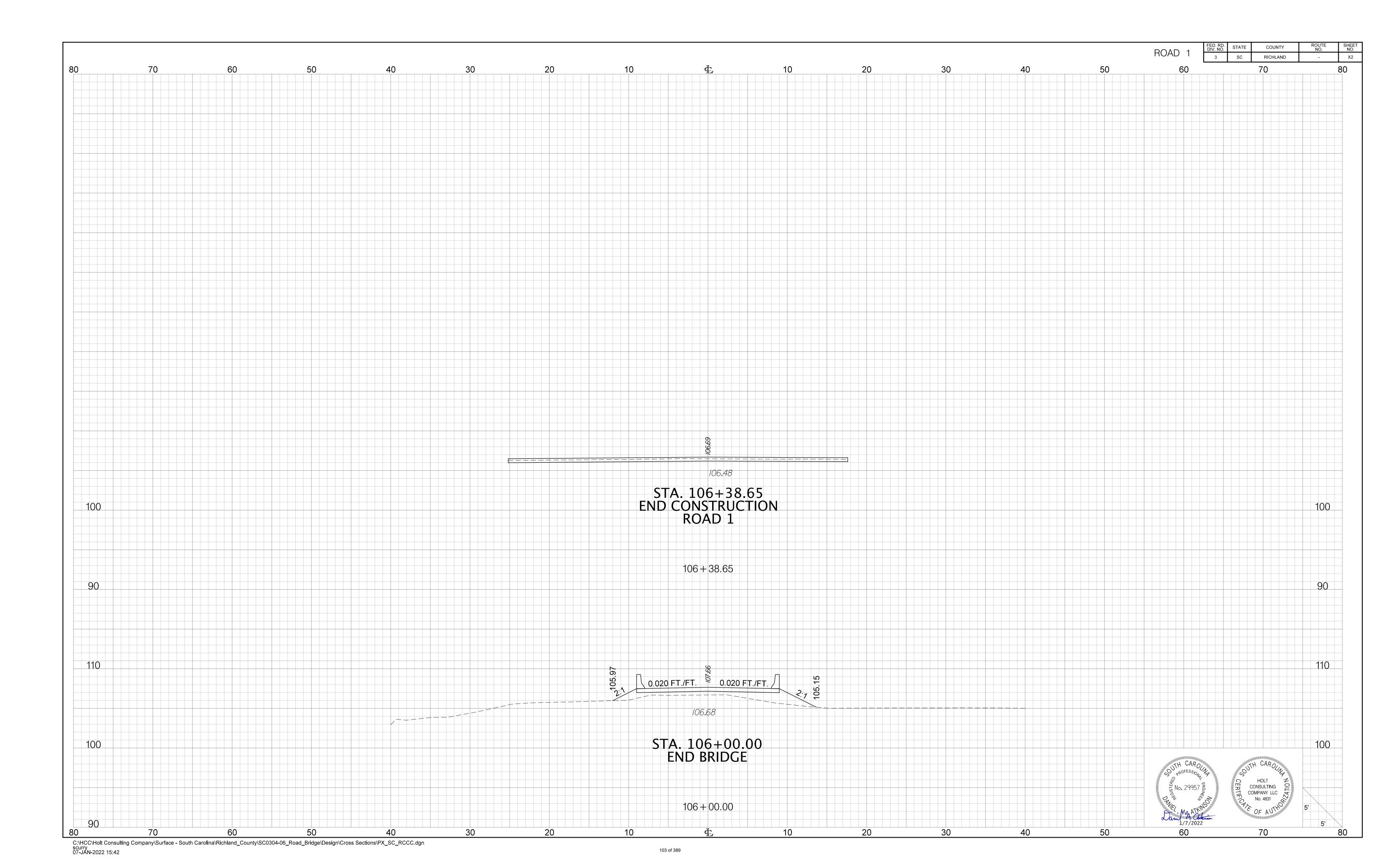
C:\HCC\Hott Consulting Company\Surface - South Carolina\Richland County\SC0304-06 Road Bri

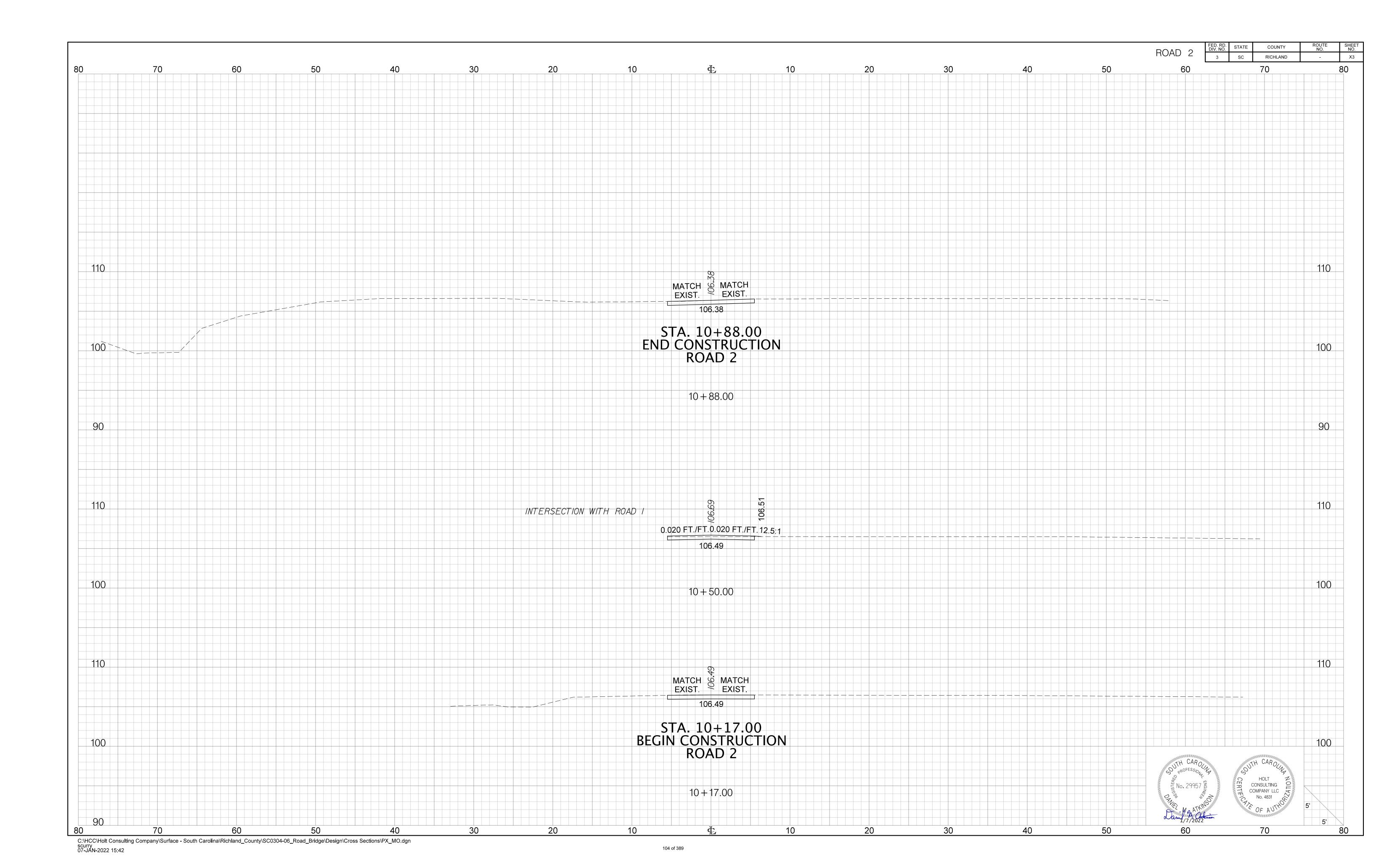


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U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT 150 EXECUTIVE CENTER DRIVE, SUITE 205 GREENVILLE, SOUTH CAROLINA 29615

AUGUST 10, 2022

Regulatory Division

Mr. Wade Biltoft
Three Oaks Engineering
1022 State Street
Cayce, SC 29033
Wade.biltoft@threeoaksengineering.com

Dear Mr. Biltoft:

This is in response to your request for a preliminary jurisdictional determination (PJD) that is part of an overall project known as Mill Creek RCCC Bridge Replacement. Based on information submitted to the U.S. Army Corps of Engineers (Corps) we have determined there may be waters of the United States, including wetlands on your parcel located at the following:

Project Number: SAC-2022-00410
County: Richland County

Project/Site Size: 1.6 acres
Latitude: 33.8329°
Longitude: -80.8861°

Project/Site Location: The bridge site is located immediately west of

Mosley Oaks Road in Hopkins, SC.

Waters (Acreage/Linear Feet): 0.05 acres of wetlands and 232.39 linear feet of

tributaries.

A copy of the PJD form and the map dated February 03, 2022 and titled "Mill Creek RCCC Bridge Replacement – Aquatic Resources Map", is enclosed. Please carefully read this form, then sign and return a copy to the project manager at the following Travis.F.Scott@usace.army.mil within 30 days from the date of this notification.

Please be advised a Department of the Army permit will be required for regulated work in all areas which may be waters of the United States, as indicated in this PJD. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a PJD will treat all waters and wetlands, which would be affected in any way by the permitted activity on the site, as if they are jurisdictional waters of the United States. Should you desire an approved Corps determination, one will be issued upon request.

You are cautioned that work performed in areas which may be waters of the United States, as indicated in the PJD, without a Department of the Army permit could subject you to enforcement action.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

If you submit a permit application as a result of this PJD, include a copy of this letter and the depiction as part of the application. Not submitting the letter and depiction will cause a delay while we confirm a PJD was performed for the proposed permit project area. Note that some or all of these areas may be regulated by other state or local government entities, and you should contact the South Carolina Department of Health and Environmental Control, Bureau of Water to determine the limits of their jurisdiction.

In all future correspondence, please refer to file number SAC-2022-00410. A copy of this letter is forwarded to State and/or Federal agencies for their information. If you have any questions, please contact Travis Scott, Project Manager, at 864-609-4325, or by email at Travis.F.Scott@usace.army.mil.

Sincerely,

Date: 2022.08.10 06:59:54 -04'00'

Kristin Andrade Team Leader Enclosures:

Preliminary Jurisdictional Determination Form Notification of Appeal Options "Mill Creek RCCC Bridge Replacement – Aquatic Resources Map".

Copies Furnished:

Mr. Quinton Epps
Richland County Conservation Division
2020 Hampton Street, Room 3063A
Columbia, SC 29204
epps.quinton@richalndcountysc.gov

SC DHEC - Bureau of Water 2600 Bull Street Columbia, South Carolina 29201 WQCWetlands@dhec.sc.gov

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PJD: 10-AUG-2022

B. NAME AND ADDRESS OF PERSON REQUESTING PJD:

Applicant:
Quinton Epps
Richland County Conservation Division
2020 Hampton Street, Room 3063A
Columbia, SC 29204
epps.quinton@richlandcountysc.gov

Agent:
Wade Biltoft
Three Oaks Engineering
1022 State Street
Cayce, SC 29033
Wade.biltoft@threeoaksengineering.com

C. DISTRICT OFFICE, FILE NAME, AND NUMBER:

SAC, Mill Creek RCCC Bridge Replacement, SAC-2022-00410

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION: (USE THE TABLE BELOW TO DOCUMENT MULTIPLE AQUATIC RESOURCES AND/OR AQUATIC RESOURCES AT DIFFERENT SITES)

State: SC County: Richland County City: Saylors Lake Center coordinates of site (lat/long in degree decimal format):

Lat.: 33.8329° Long.: -80.8861° Universal Transverse Mercator: 17 Name of nearest waterbody: Congaree River

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

\boxtimes	Office	(Desk)	Deterr	nination.	Date:	July 1	11,	2022
	E: 1 1 E			D (/)				

Field Determination. Date(s):

TABLE OF AQUATIC RESOURCES IN REVIEW AREA WHICH "MAY BE" SUBJECT TO REGULATORY JURISDICTION.

Site Number	Latitude (decimal degrees)	Longitude (decimal degrees)	Estimated amount of aquatic resource in review area (acreage and linear feet, if applicable)	Type of aquatic resource (i.e., wetland vs. non- wetland waters)	Geographic authority to which the aquatic resource "may be" subject (i.e., Section 404 or Section 10/404)
Non-wetlands Waters 1 (SA)	33.832975	-80.886016	175.56 feet	Non-wetland waters	Section 404
Non-wetlands Waters 2 (SB)	33.833069	-80.885916	56.83 feet	Non-wetland waters	Section 404

¹ Districts may establish timeframes for requester to return signed PJD forms. If the requester does not respond within the established time frame, the district may presume concurrence and no additional follow up is necessary prior to finalizing an action.

Appendix 2 - PRELIMINARY JURISDICTIONAL DETERMINATION (PJD) FORM

Wetland A (WA) 33.832778 -80.886528 0.05 acres Non-wetland waters Section 404

- 1) The Corps of Engineers believes that there may be jurisdictional aquatic resources in the review area, and the requestor of this PJD is hereby advised of his or her option to request and obtain an approved JD (AJD) for that review area based on an informed decision after having discussed the various types of JDs and their characteristics and circumstances when they may be appropriate.
- 2) In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an AJD for the activity, the permit applicant is hereby made aware that: (1) the permit applicant has elected to seek a permit authorization based on a PJD, which does not make an official determination of jurisdictional aquatic resources; (2) the applicant has the option to request an AJD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an AJD could possibly result in less compensatory mitigation being required or different special conditions; (3) the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) undertaking any activity in reliance upon the subject permit authorization without requesting an AJD constitutes the applicant's acceptance of the use of the PJD; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a PJD constitutes agreement that all aquatic resources in the review area affected in any way by that activity will be treated as jurisdictional, and waives any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an AJD or a PJD, the JD will be processed as soon as practicable. Further, an AJD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331. If, during an administrative appeal, it becomes appropriate to make an official determination whether geographic jurisdiction exists over aquatic resources in the review area, or to provide an official delineation of jurisdictional aquatic resources in the review area, the Corps will provide an AJD to accomplish that result, as soon as is practicable. This PJD finds that there "may be" waters of the U.S. and/or that there "may be" navigable waters of the U.S. on the subject review area, and identifies all aquatic features in the review area that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for PJD (check all that apply)

Checked items should be included in subject file. Appropriately reference sources below where indicated for all checked items:

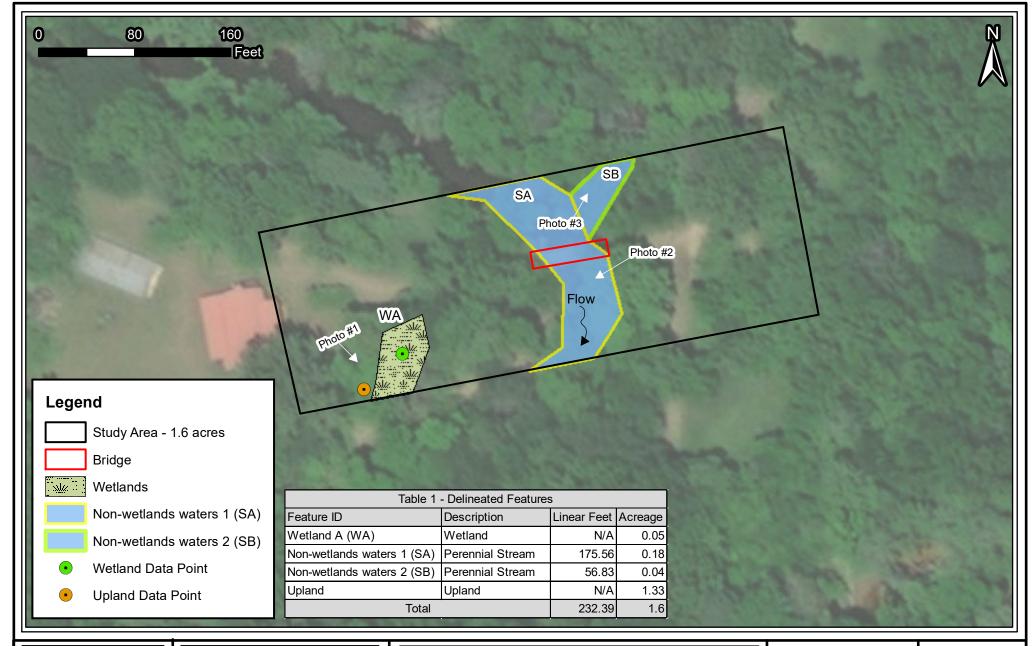
- X Maps, plans, plots or plat submitted by or on behalf of the PJD requestor: Three Oaks Engineering Map: "Mill Creek RCCC Bridge Replacement Aquatic Resources Map".
- X Data sheets prepared/submitted by or on behalf of the PJD requestor.
 - _X_ Office concurs with data sheets/delineation report. <u>The Corps agrees with the conclusions of the submitted report and data sheets.</u>

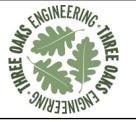
¹ Districts may establish timeframes for requester to return signed PJD forms. If the requester does not respond within the established time frame, the district may presume concurrence and no additional follow up is necessary prior to finalizing an action.

Appendix 2 - PRELIMINARY JURISDICTIONAL DETERMINATION (PJD) FORM

	Office does not concur with data sheets/delineation report. Rationale:
<u>X</u>	Data sheets prepared by the Corps: <u>N/A</u> Corps navigable waters' study: 1977Navigability Study
<u>X</u> X	U.S. Geological Survey Hydrologic Atlas: HA 730-G, 1990
	USGS NHD data.
	X USGS 8 and 12 digit HUC maps. <u>03050110 and 030501100310</u> .
X	U.S. Geological Survey map(s). Cite scale & quad name: 1:24,000 Saylors Lake, SC 2020
<u>X</u>	Natural Resources Conservation Service Soil Survey. Citation: "Mill Creek RCCC Bridge
	Replacement – Soil Survey Map" submitted by Three Oaks Engineering and dated January 30,
	2021.
<u>X</u>	National wetlands inventory map(s). Cite name: "Mill Creek RCCC Bridge Replacement – NIW &
	NHD Map" submitted by Three Oaks Engineering and dated January 30, 2021.
	State/local wetland inventory map(s):
	FEMA/FIRM maps:
	FEMA/FIRM maps: (National Geodetic Vertical Datum of 1929)
	X Photographs: X Aerial (Name & Date): "Mill Creek RCCC Bridge Replacement – Aquatic
	Resources Map" submitted by Three Oaks Engineering and dated
	<u>February 03, 2022</u> .
	or X Other (Name & Date): Photos 1-3 of 3 provided by Three Oaks
	Engineering.
	Previous determination(s). File no. and date of response letter:
	Other information (please specify):
	TANT NOTE: The information recorded on this form has not necessarily been verified by
the Cor	ps and should not be relied upon for later jurisdictional determinations.
7.	F S. att August 40, 2000
	F. Scott August 10, 2022
_	re and date of Regulatory staff Signature and date of person requesting
member	r completing PJD PJD (REQUIRED, unless obtaining the
	signature is impracticable)¹

¹ Districts may establish timeframes for requester to return signed PJD forms. If the requester does not respond within the established time frame, the district may presume concurrence and no additional follow up is necessary prior to finalizing an action.







Mill Creek RCCC **Bridge Replacement**

Aquatic Resources Map

11Rion 1389 County, South Carolina

Date:			
١.	July	28,	2022

Scale: 1 in = 80 feet

Job No.:

21-117

Checked By: Drawn By: WĆB ZCB

Figure



U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT 150 EXECUTIVE CENTER DRIVE, SUITE 205 GREENVILLE, SOUTH CAROLINA 29615

AUGUST 10, 2022

Regulatory Division

Mr. Quinton Epps Richland County Conservation Division 2020 Hampton Street, Room 3063A Columbia, SC 29204 epps.quinton@richlandcountysc.gov

Dear Mr. Epps:

This is in response to your February 07, 2022 letter inquiring if it is necessary to obtain a Department of the Army Permit for replacement of a structurally deficient bridge over an unnamed tributary of the Dead River (SAC-2022-00410). The work affecting waters of the United States is part of an overall project known as Mill Creek RCCC Bridge Replacement. The proposed project is located immediately west of Mosley Oaks Road in Saylors Lake, SC., Richland County, South Carolina (Latitude: 33.8329°, Longitude: -80.8861°). The site is depicted on the map you submitted, prepared by Three Oaks Engineering, dated February 03, 2022, and entitled "Mill Creek RCCC Bridge Replacement – Aquatic Resources Map".

We have reviewed the project drawings and description of work you provided (attached) titled "Richland County – Replace Bridge Over Mill Creek" sheets 1-13 of 13 and dated May 10, 2022. Based on a review of the information, your work as proposed is not a regulated activity pursuant to Section 404 of the Clean Water Act, and therefore, does not require a Department of the Army permit.

Be advised this letter does not make any determination regarding the presence or absence of wetlands and/or other Waters of the U.S. A jurisdictional determination may be requested by submitting a Request for Jurisdictional Determination (JD) / Delineation which can be found on our website at:

http://www.sac.usace.army.mil/Missions/Regulatory/PermittingProcess

It is your responsibility to ensure no unauthorized work in Navigable Waters of the United States or discharges of dredged or fill material into wetlands and/or other waters of the United States occurs as part of the proposed work. Note that performing such an action without the requisite permit could be a violation of the Clean Water Act and/or the Rivers and Harbors Act and may result in enforcement action.

This "No Permit Required" determination remains valid unless new information, (including changes to project plans), warrants revision. You may need state or local assent. Prior to performing any work, you should contact the South Carolina

Department of Health and Environmental Control Bureau of Water. A copy of this letter is forwarded for their information.

In all future correspondence, please refer to file number SAC-2022-00410. If you have any questions, please contact Travis Scott, Project Manager, at 864-609-4325, or by email at Travis.F.Scott@usace.army.mil.

Sincerely,

Bto adel 07:02:37 -04'00'

Kristin Andrade Team Leader

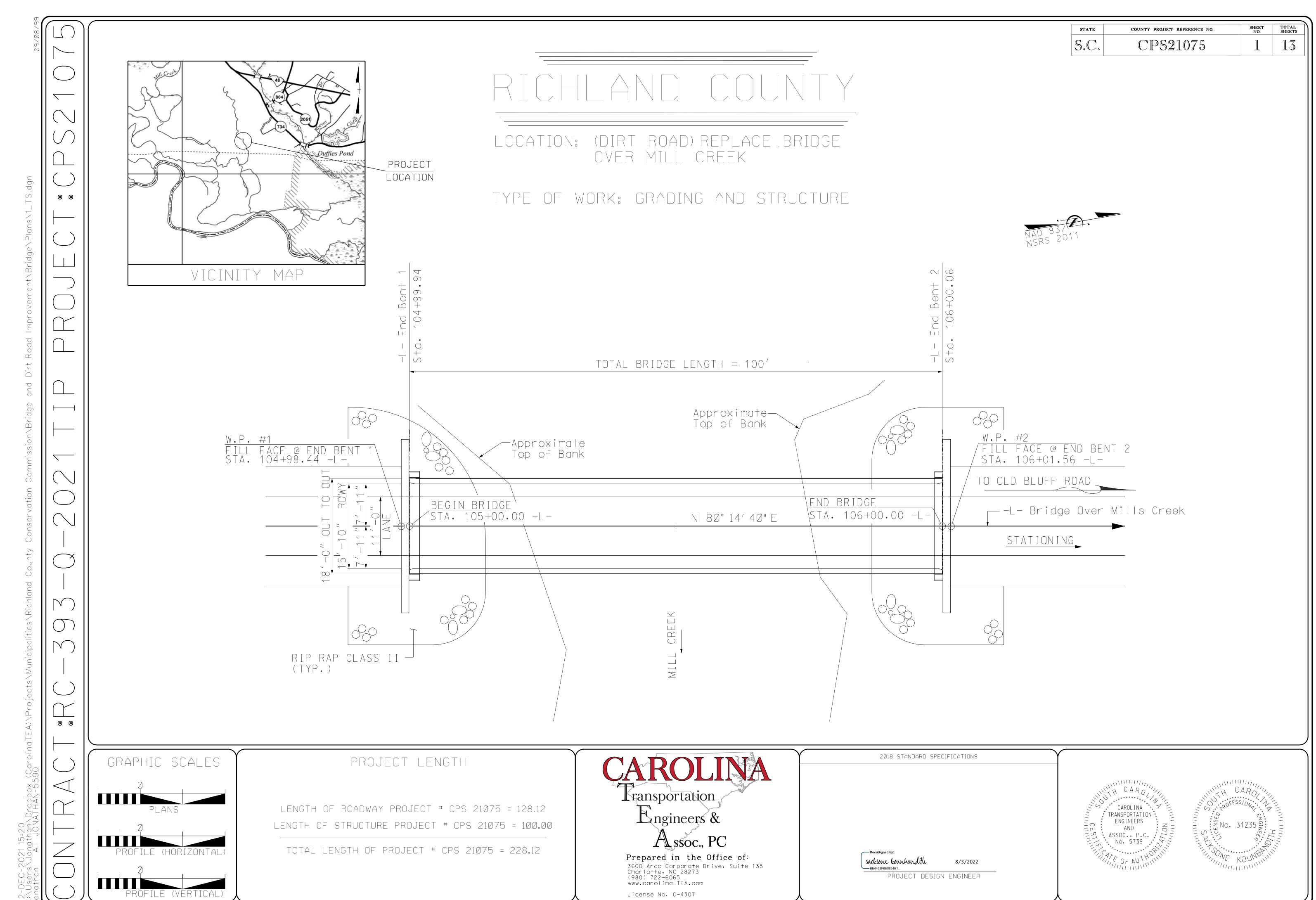
Attachments:

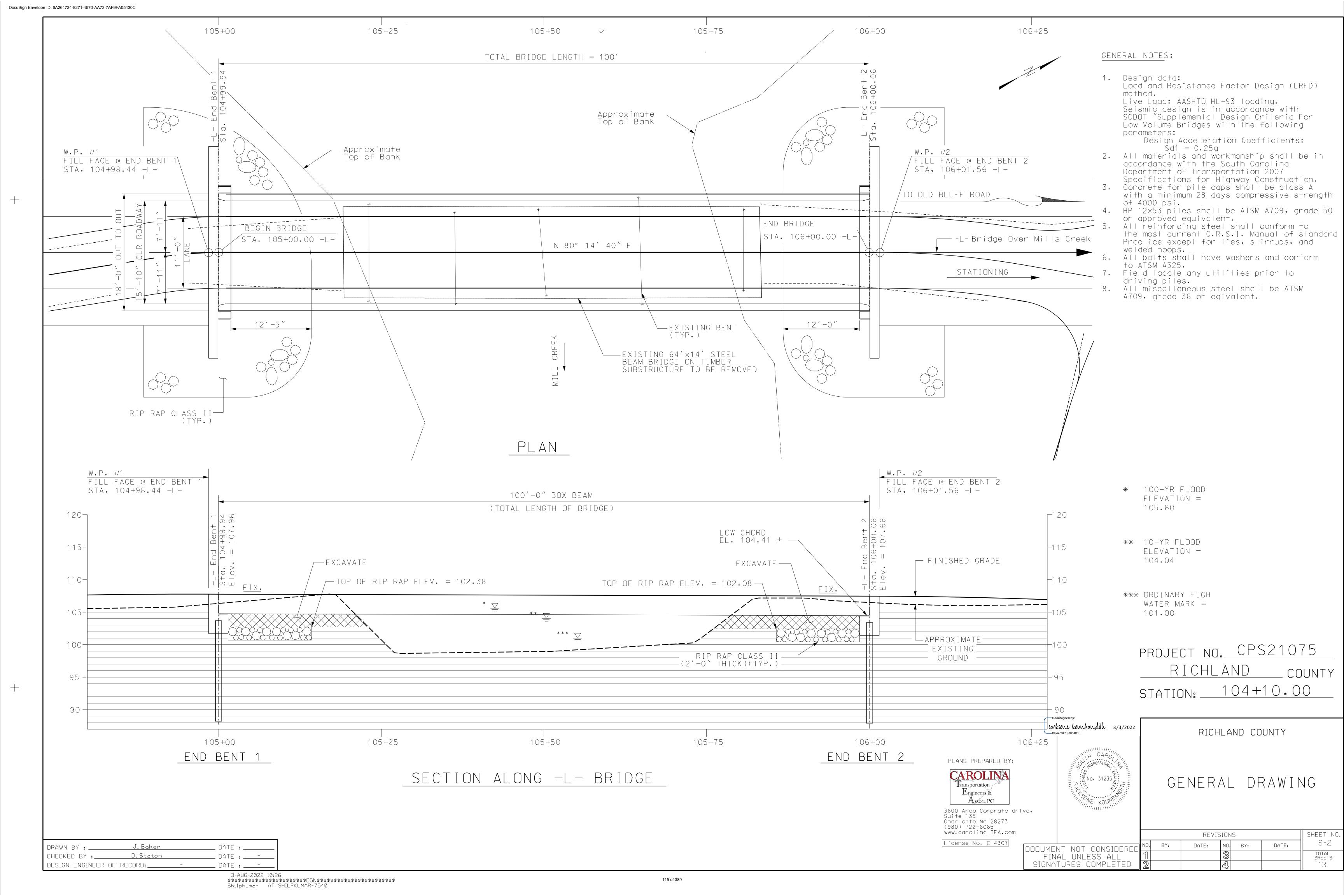
"Richland County – Replace Bridge Over Mill Creek"

Copies Furnished:

Mr. Wade Biltoft
Three Oaks Engineering
1022 State Street
Cayce, SC 29033
Wade.biltoft@threeoaksengineering.com

SC DHEC - Bureau of Water 2600 Bull Street Columbia, South Carolina 29201 WQCWetlands@dhec.sc.gov





DocuSign Envelope ID: 6A264734-8271-4570-AA73-7AF9FA05430C

GENERAL NOTES

FOR OTHER DESIGN DATA AND GENERAL AND STANDARD NOTES, SEE SHEET 2 AND 13.

FOR EROSION CONTROL MEASURES, SEE ROADWAY PLANS. FOR SUBMITAL OF WORKING DRAWINGS, SEE SPECIAL PROVISIONS.

FOR FALSEWORK AND FORMWORK, SEE SPECIAL PROVISIONS.

FOR CRANE SAFETY, SEE SPECIAL PROVISIONS.

FOR GROUT FOR STRUCURES, SEE SPECIAL PROVISIONS.

FOUNDATION NOTES

STANDARD SPECIFICATIONS REFERENCED BELOW ARE USDOT FHA STANDARD SPECIFICATIONS FP-14.

FOR PILES, SEE SECTION 711 OF THE STANDARD SPECIFICATIONS.

PILES AT END BENT NO. 1 AND END BENT NO. 2 ARE DESIGNED FOR A FACTORED DRIVING RESISTANCE OF 79 TONS PER PILE.

DRIVE PILES AT END BENT NO. 1 AND END BENT NO. 2 TO A REQUIRED DRIVING RESISTANCE OF 122 TONS PER PILE.

STEEL H-PILE POINTS ARE REQUIRED FOR STEEL H-PILES AT END BENT NO. 1. AND END BENT NO. 2 FOR STEEL PILE POINTS, SEE SECTION 771 OF THE STANDARD SPECIFICATIONS.

IT HAS BEEN ESTIMATED THAT A HAMMER WITH AN EQUIVALENT RATED ENERGY IN THE RANGE OF 30 TO 50 FT-KIPS PER BLOW WILL BE REQUIRED TO DRIVE PILES AT END BENT NO. 1 AND END BENT NO. 2. THIS ESTIMATED ENERGY DOES NOT RELEASE THE CONTRACTOR FROM PROVIDING DRIVING EQUIPMENT IN ACCORDANCE WITH SECTION 711 OF THE STANDARD SPECIFICATIONS.

TESTING THE FIRST PRODUCTION PILE ON EITHER END BENT 1 OR END BENT 2 WITH THE PDA DURING DRIVING, RESTRIKING, OR REDRIVING IS REQUIRED. FOR PDA TESTING, SEE SECTION 711 OF THE STANDARD SPECIFICATIONS.

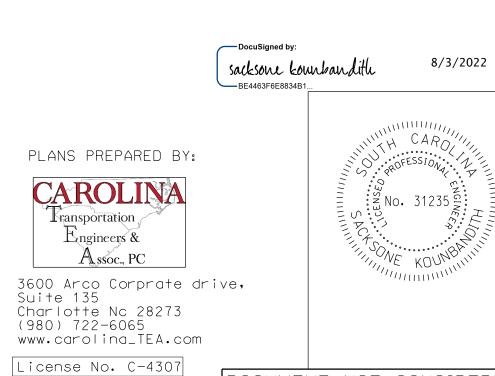
DRIVE PILES OF END BENTS 1 AND 2 TO A FINAL EMBEDMENT OF NO LESS THAN 15 FEET BELOW BOTTOM OF PILE CAP.

TOTAL BILL OF MATERIAL												
	PRES CON	X 3'-3" TRESSED ICRETE BEAMS	ELASTOMERIC BEARINGS	CONCRETE PARAPET	HP STE	12 X 53 EL PILES	CLASS A CONCRETE	REINFORCING STEEL	RIP RAP (CLASS II)	PILE DRIVING EQUIPMENT SETUP FOR HP 12×53 STEEL PILES	PILE POINTS	PDA
	NO.	LIN. FT.	EACH	LIN. FT.	NO.	LIN. FT	CU. YARDS	LBS.	TON	EACH	EACH	
SUPERSTRUCTURE	6	600		200								
END BENT 1			6		4	280	12.6	2298	14	4	4	1
END BENT 2			6		4	280	12.6	2298	17	4	4	
TOTAL	6	600	12	200	8	560	25.2	4596	31	8	8	1

PROJECT NO. CPS21075 RICHLAND STATION: 104+10.00

RICHLAND COUNTY

SHEET NO.

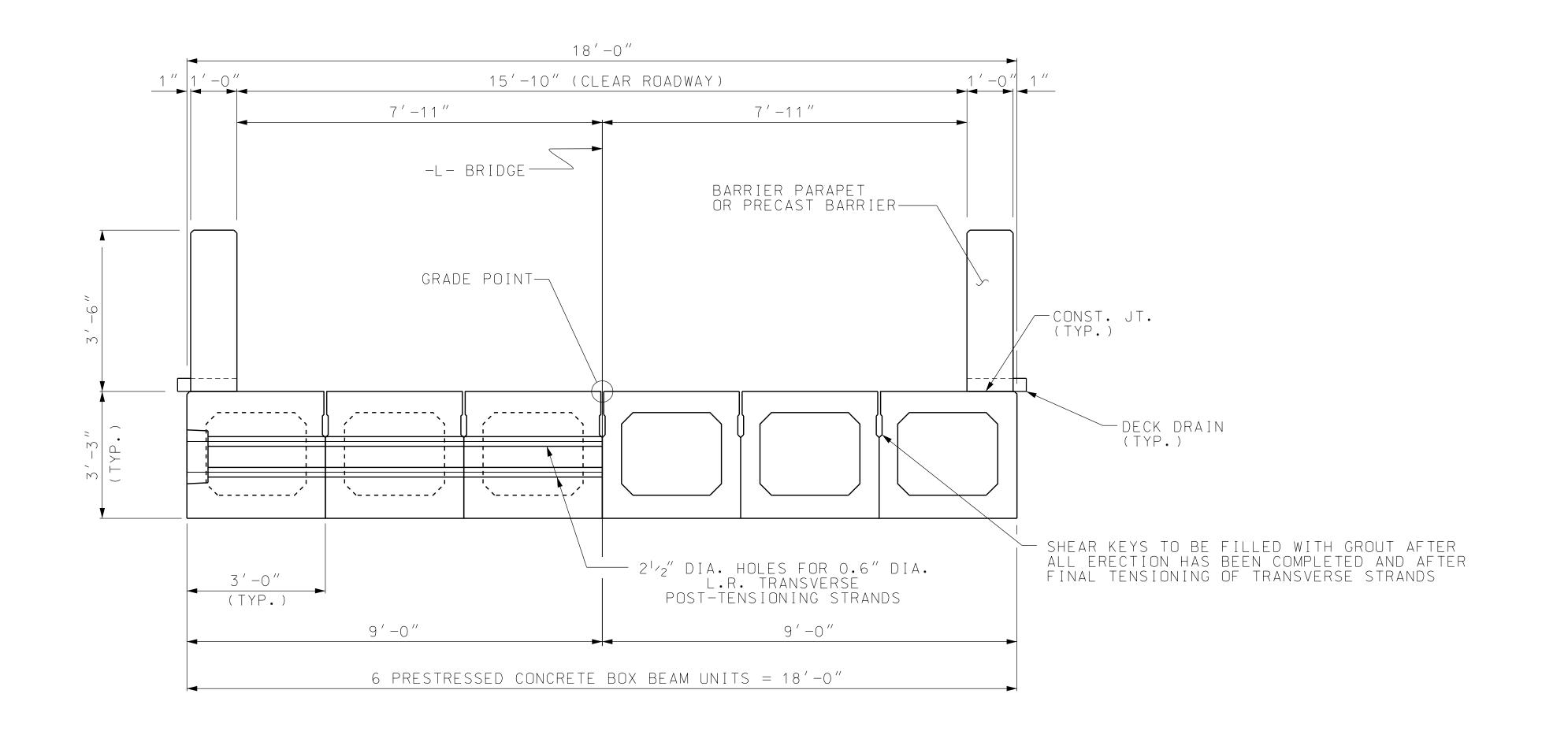


GENERAL NOTES

REVISIONS DATE: DATE: NO. BY: DOCUMENT NOT CONSIDERE FINAL UNLESS ALL Signatures completed

J. Baker _ DATE : ___ DRAWN BY : ____ D. Staton CHECKED BY :___ _ DATE : ____ DESIGN ENGINEER OF RECORD: ____

> Jonathan AT JONATHAN-5590



HALF SECTION

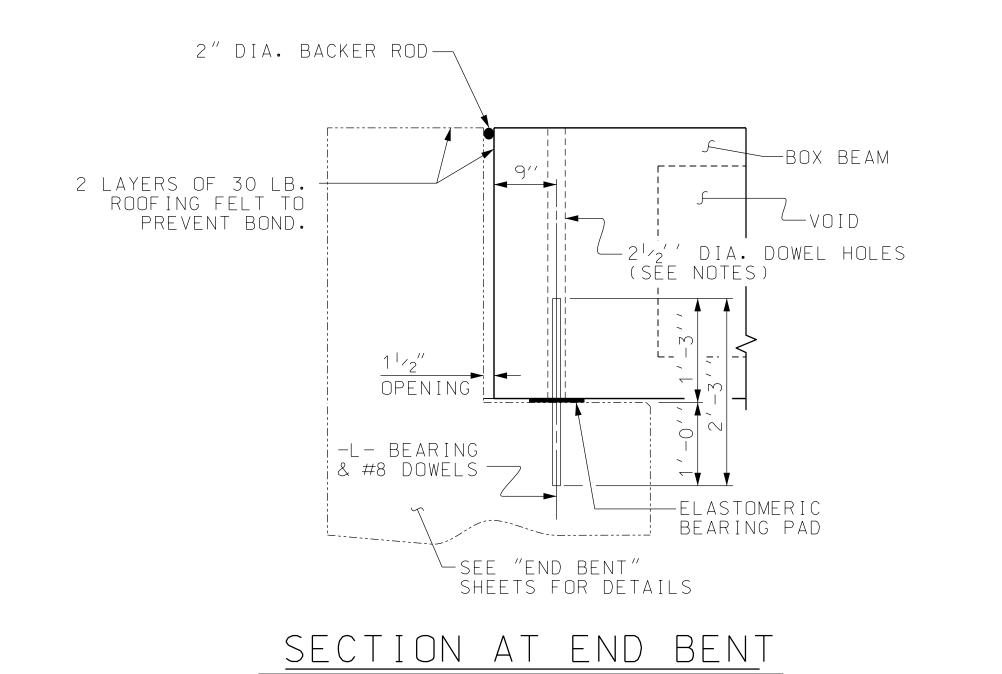
THROUGH VOIDS

TYPICAL SECTION

FIXED END

HALF SECTION

AT INTERMEDIATE DIAPHRAGMS



PERMITTED THREADED INSERT
CAST IN OUTSIDE FACE OF
EXTERIOR UNIT AND
RECESSED 3/8". SIZE TO BE
DETERMINED
BY CONTRACTOR.

THREADED INSERT DETAIL

NOTES

ALL PRESTRESSING STRANDS SHALL BE 7-WIRE LOW RELAXATION GRADE 270 STRANDS AND SHALL CONFORM TO AASHTO M203 EXCEPT FOR SAMPLING REQUIREMENTS WHICH SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

ALL REINFORCING STEEL CAST WITH THE BOX BEAM SECTIONS SHALL BE GRADE 60 AND SHALL BE INCLUDED IN THE UNIT PRICE BID FOR PRESTRESSED CONCRETE BOX BEAMS.

FLAME CUTTING OF THE TRANSVERSE POST-TENSIONING STRAND IS NOT ALLOWED.

RECESSES FOR TRANSVERSE STRANDS SHALL BE GROUTED AFTER THE TENSIONING OF THE STRANDS.

THE $2^{1}/2^{\prime\prime}$ ~ DOWEL HOLES AT FIXED ENDS OF BOX BEAM SECTIONS SHALL BE FILLED WITH NON-SHRINK GROUT.

THE BACKER RODS SHALL CONFORM TO THE REQUIREMENTS OF TYPE M BOND BREAKER. SEE STANDARD SPECIFICATIONS.

THE TRANSFER OF LOAD FROM THE ANCHORAGES TO THE BOX BEAM UNIT SHALL BE DONE WHEN THE CONCRETE HAS REACHED A COMPRESSIVE STRENGTH OF NOT LESS THAN 6000 PSI.

PRESTRESSING STRANDS SHALL BE CUT FLUSH WITH THE BOX BEAM UNIT ENDS.

APPLY EPOXY PROTECTIVE COATING TO BOX BEAM UNIT ENDS.

VERTICAL GROOVED CONTRACTION JOINTS, \(\frac{1}{2}'\) IN DEPTH, SHALL BE TOOLED IN ALL EXPOSED FACES OF THE BARRIER RAIL. A VERTICAL CONTRACTION JOINT SHALL BE LOCATED AT EACH THIRD POINT BETWEEN BARRIER RAIL EXPANSION JOINTS, ONLY ONE CONTRACTION JOINT IS REQUIRED

EXPANSION JOINTS. ONLY ONE CONTRACTION JOINT IS REQUIRED AT MIDPOINT OF BARRIER RAIL SEGMENTS LESS THAN 20 FEET IN LENGTH AND NO CONTRACTION JOINTS ARE REQUIRED FOR THOSE SEGMENTS LESS THAN 10 FEET IN LENGTH.

THE LOCATION OF THE VOID DRAINS MAY BE SHIFTED SLIGHTLY WHERE NECESSARY TO CLEAR PRESTRESSING STRANDS OR TRANSVERSE REINFORCING STEEL.

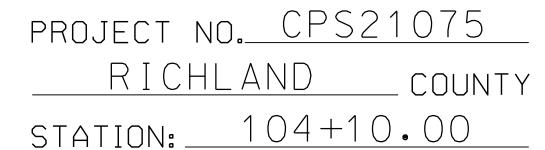
FOR GROUT FOR STRUCTURES, SEE SPECIAL PROVISIONS.

THE PERMITTED THREADED INSERTS ARE DETAILED AS AN OPTION FOR THE CONTRACTOR TO ATTACH FALSEWORK AND FORMWORK DURING CONSTRUCTION.

THE PERMITTED THREADED INSERTS IN THE EXTERIOR UNITS SHALL BE SIZED BY THE CONTRACTOR, SPACED AT 4'-0" CENTERS AND GALVANIZED. STAINLESS STEEL THREADED INSERTS MAY BE USED AS AN ALTERNATE.

THE PERMITTED THREADED INSERTS SHALL BE GROUTED BY THE CONTRACTOR IMMEDIATELY FOLLOWING REMOVAL OF THE FALSEWORK.

THE COST OF THE PERMITTED THREADED INSERTS SHALL BE INCLUDED IN THE PRICE BID FOR THE PRECAST UNITS.





License No. C-4307

RICHLAND COUNTY

STANDARD

3'-0" X 3'-3" Prestressed concret Box beam unit

REVISIONS

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED 2

REVISIONS

REVISIONS

SHEET NO. BY: DATE: NO. BY: DATE: S-4

SIGNATURES COMPLETED 2

13

13

_ DATE : ____

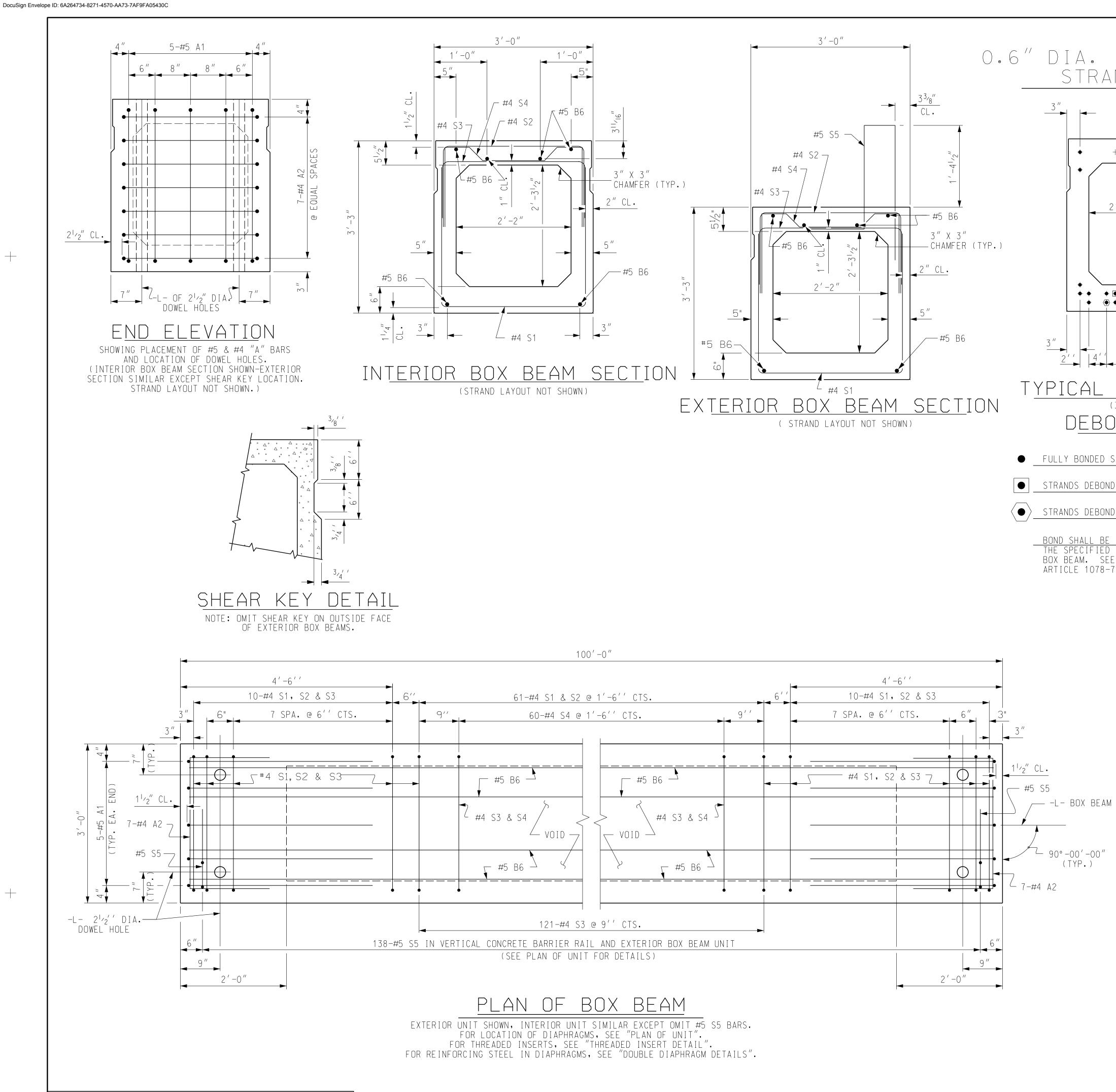
_ DATE : _____

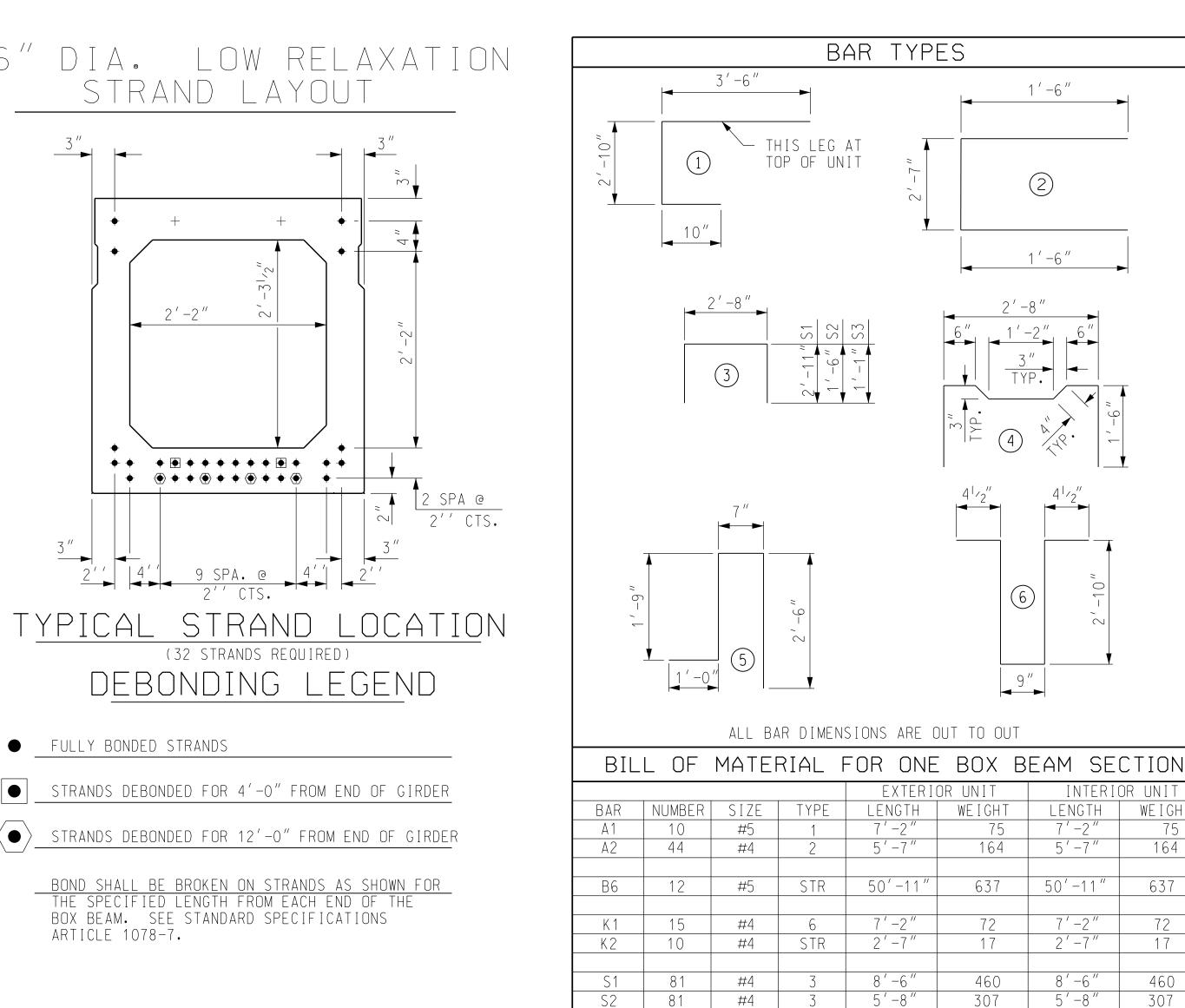
J. Baker

D. Staton

DRAWN BY :

CHECKED BY :_





PROJECT NO. CPS21075 RICHLAND COUNTY 104+10.00 STATION: _

INTERIOR UNIT

164

637

455

234

CU. YD:

LENGTH WEIGH

5′-7″

7′-2″

2'-7"

8'-6"

4′-10″

5′-10″

--

No. 32

2421

455

840

LBS.

LBS.

CU. YDS. | 19.4

5′-10″

5′-10″

19.6

2421

840

No. 32



#4

#4

#5

141

60

* EPOXY COATED REINF. STEEL

S4

* S5 | 138

REINFORCING STEEL

7500 P.S.I. CONCRETE

0.6" * L.R. STRANDS

GRADE 270 STRANDS

(SQUARE INCHES)

ULTIMATE STRENGTH

APPLIED PRESTRESS

LBS. PER STRAND

LBS. PER STRAND

0.6" * L.R.

0.217

58,600

43,950

www.carolina_TEA.com

License No. C-4307

SUPERSTRUCTURE

RICHLAND COUNTY

REVISIONS SHEET NO. S-6 DATE: BY: DATE: NO. BY: DOCUMENT NOT CONSIDERE TOTAL SHEETS FINAL UNLESS ALL Signatures completed

DATE : ___

_ DATE : _____

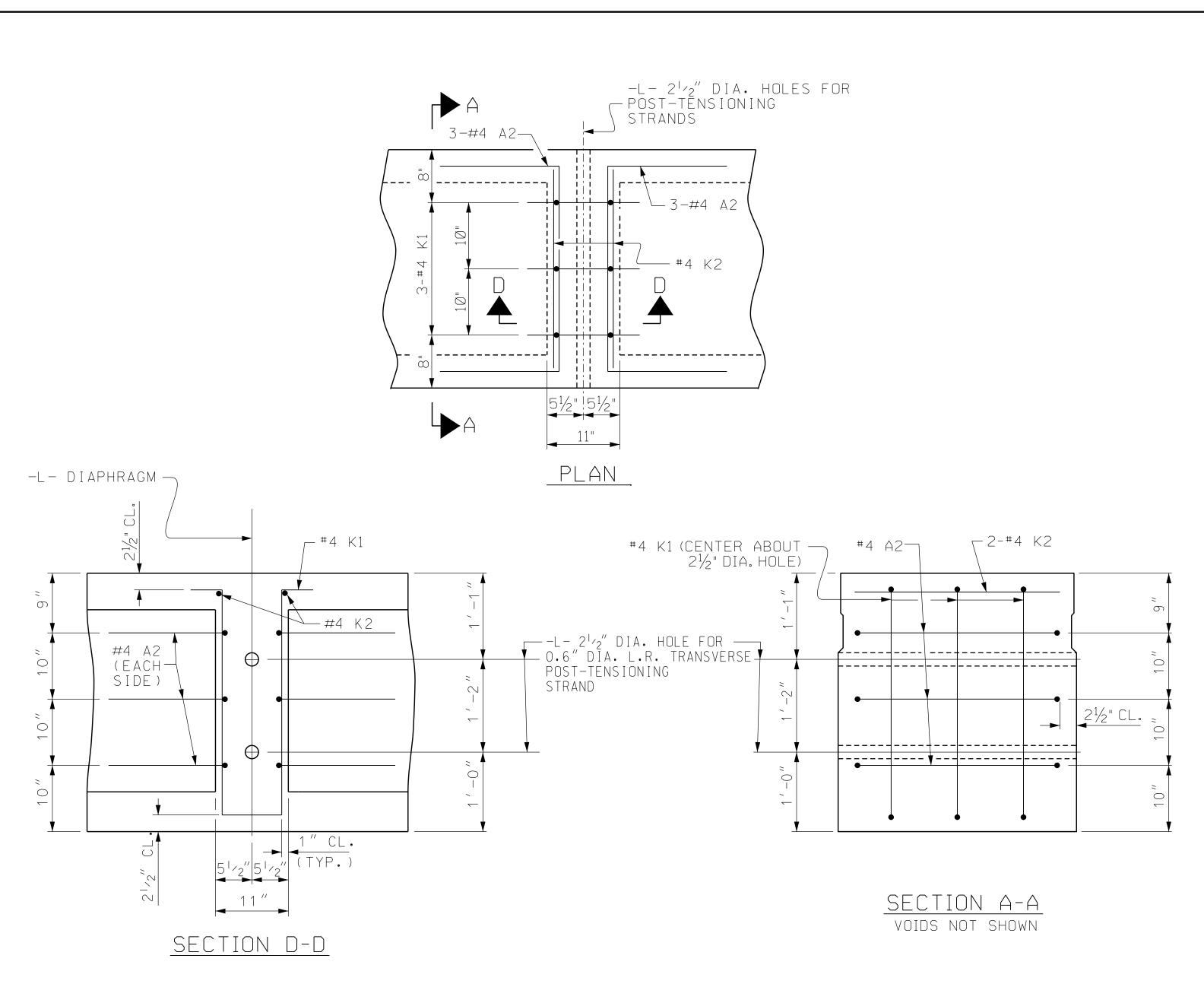
J.Baker

D. Staton

DRAWN BY :

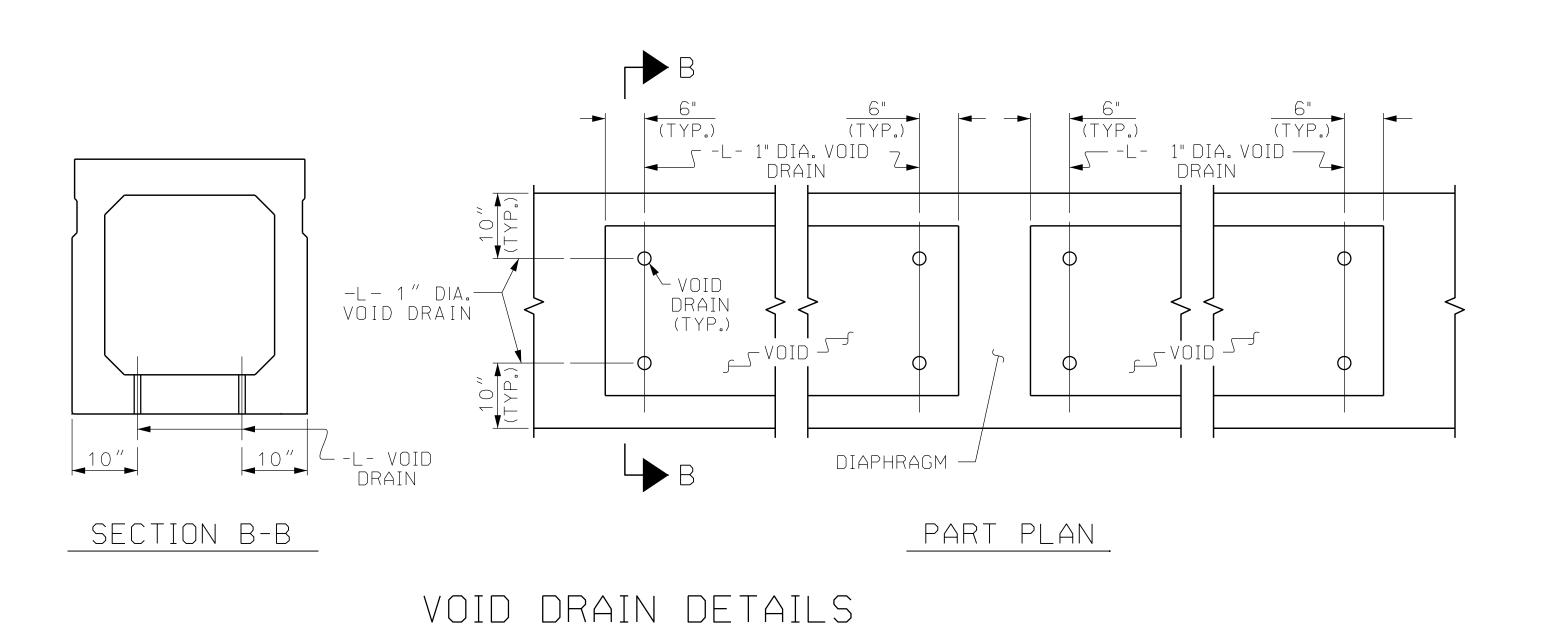
CHECKED BY :_

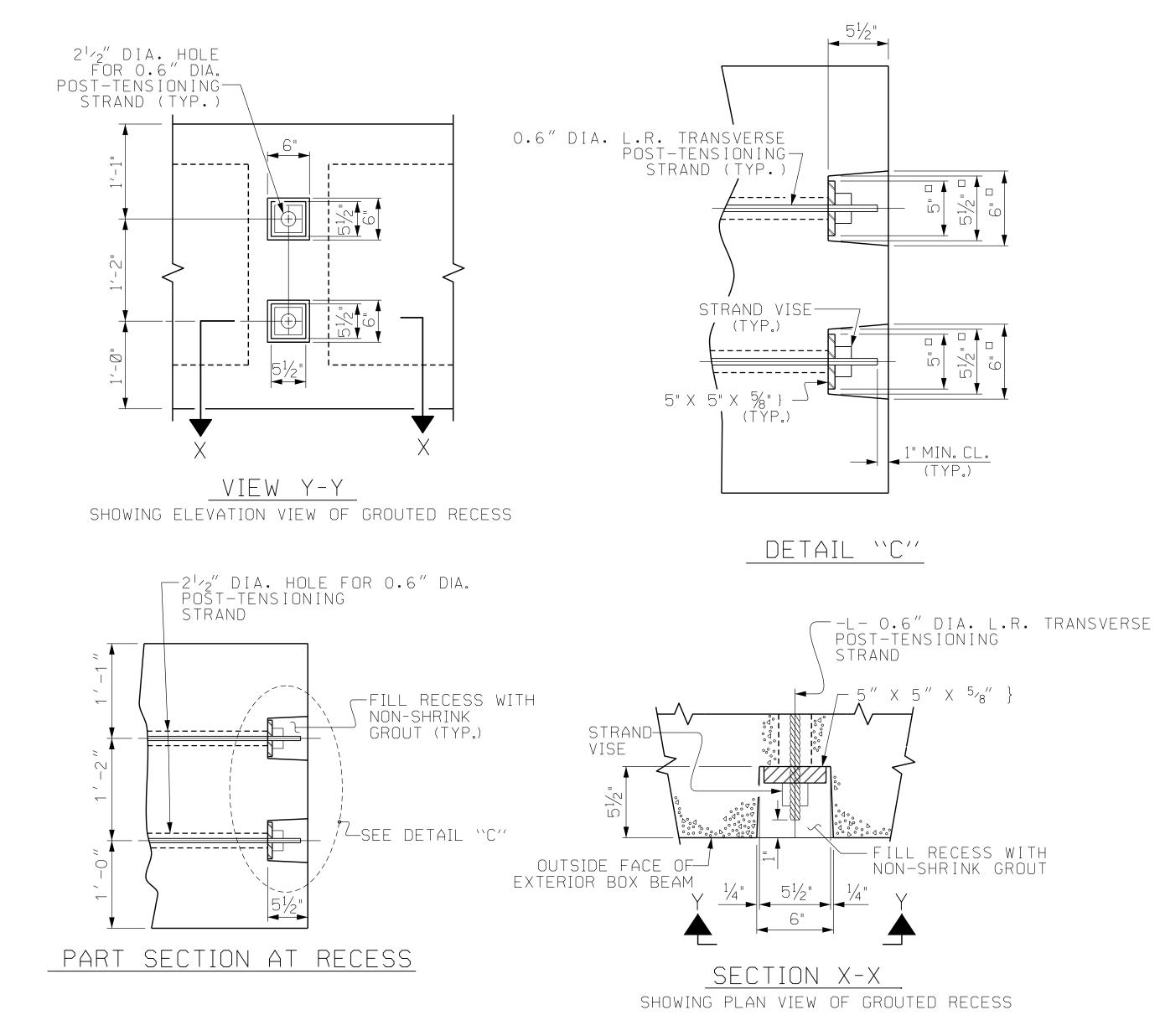
DESIGN ENGINEER OF RECORD: ____



DOUBLE DIAPHRAGM DETAILS

#4 ''S'' BARS NOT SHOWN. #4 ''S'' BARS MAY BE SHIFTED SLIGHTLY TO CLEAR $2\frac{1}{2}$ " DIA. HOLE.

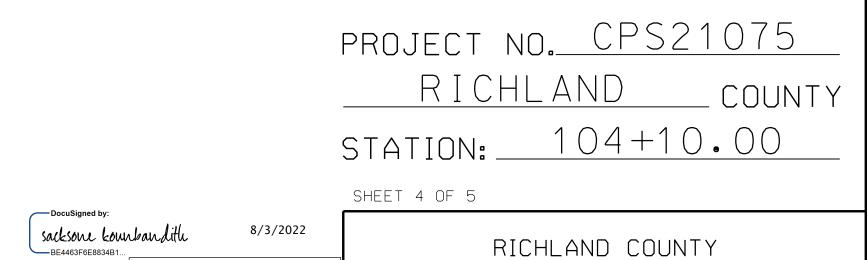


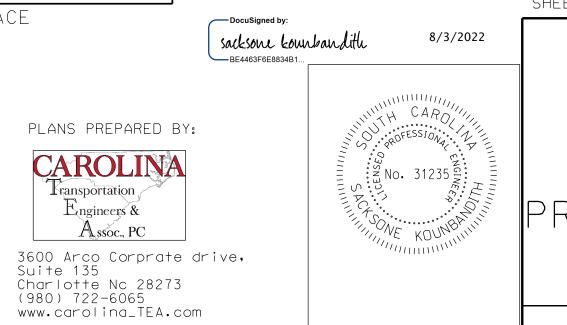


GROUTED RECESS DETAIL AT POST-TENSIONED STRANDS EXTERIOR BOX BEAM

DEAD LOAD DEFLECTION AN	ND CAMBER
	$3'-0'' \times 3'-3''$
100' BOX BEAM UNIT	0.6" DIA. L.R. Strand
CAMBER (SLAB ALONE IN PLACE)	2"
DEFLECTION DUE TO ** SUPERIMPOSED DEAD LOAD	7 _{∕8} ′′ ♦
FINAL CAMBER	11/8"

** INCLUDES FUTURE WEARING SURFACE





STANDARD 3'-0" X 3'-3" BOX BEAM UNIT

S-7

REVISIONS SHEET NO. DATE: DATE:

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

PLANS PREPARED BY:

CAROLINA Fransportation / Engineers &

Assoc., PC

License No. C-4307

120 of 389

J.Baker

D. Staton

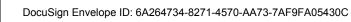
CHECKED BY :_

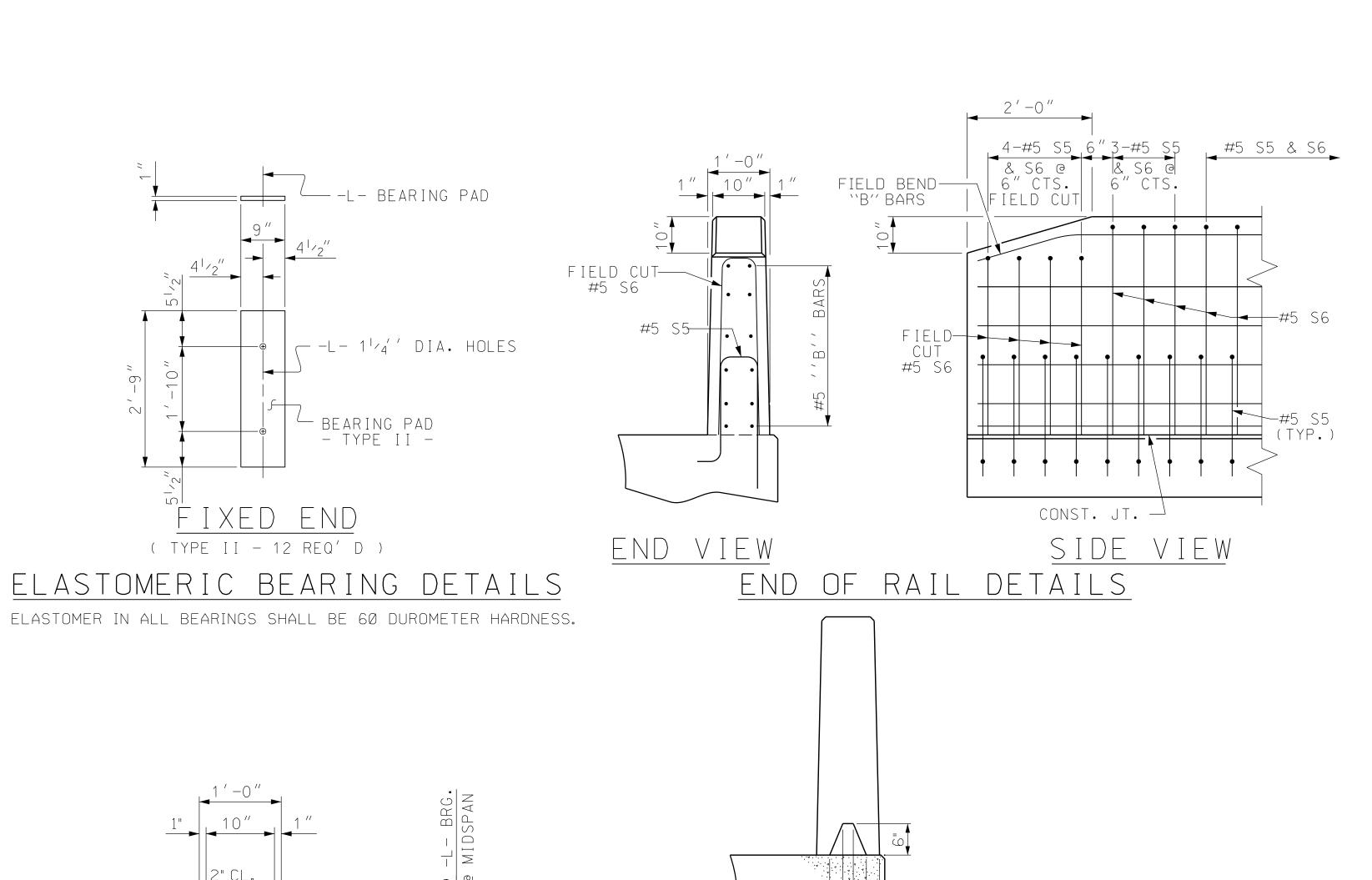
DESIGN ENGINEER OF RECORD:___

_ DATE : ___

_ DATE : _____

(DIMENSIONS SHOWN ARE TYPICAL FOR EACH VOID)



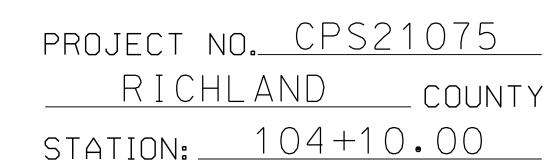


AT DAM IN OPEN JOINT (THIS IS TO BE USED ONLY WHEN SLIP FORM IS USED) -L- 1/2" EXP. JT. MAT'L HELD IN PLACE WITH GALVANIZED NAILS. (NOTE: OMIT EXP. JT. MAT'L. WHEN SLIP FORM IS USED) CONST. JT ELEVATION AT EXPANSION JOINTS

VERTICAL CONCRETE BARRIER RAIL DETAILS

BOX BEAM UNITS REQUIRED TOTAL LENGTH NUMBER LENGTH EXTERIOR B.B. 100′-0″ 200′-0″ 100′-0″ INTERIOR B.B. 400′-0″ TOTAL 600′-0″

BIL	L OF MATERIAL FOR VERTICAL CONCRE	TE E	BARF	RIER I	RAIL
BAR	BARS PER PAIR OF EXTERIOR UNITS	SIZE	TYPE	LENGTH	WEIGHT
	100'UNIT				
* B12	96	#5	STR	24'-7"	2461
* S6	276	#5	1	7'-2"	2063
* EPO	XY COATED REINFORCING STEEL		LBS.		4524
CLASS	AA CONCRETE		CU.YDS) •	25.9
TOTAL	VERTICAL CONCRETE BARRIER RAIL		LN. FT	•	200.0





License No. C-4307

SUPERSTRUCTURE

RICHLAND COUNTY

REVISIONS SHEET NO. S-8 DATE: DATE: NO. BY: DOCUMENT NOT CONSIDERED
FINAL UNLESS ALL
SIGNATURES COMPLETED

SHEET 5 OF 5

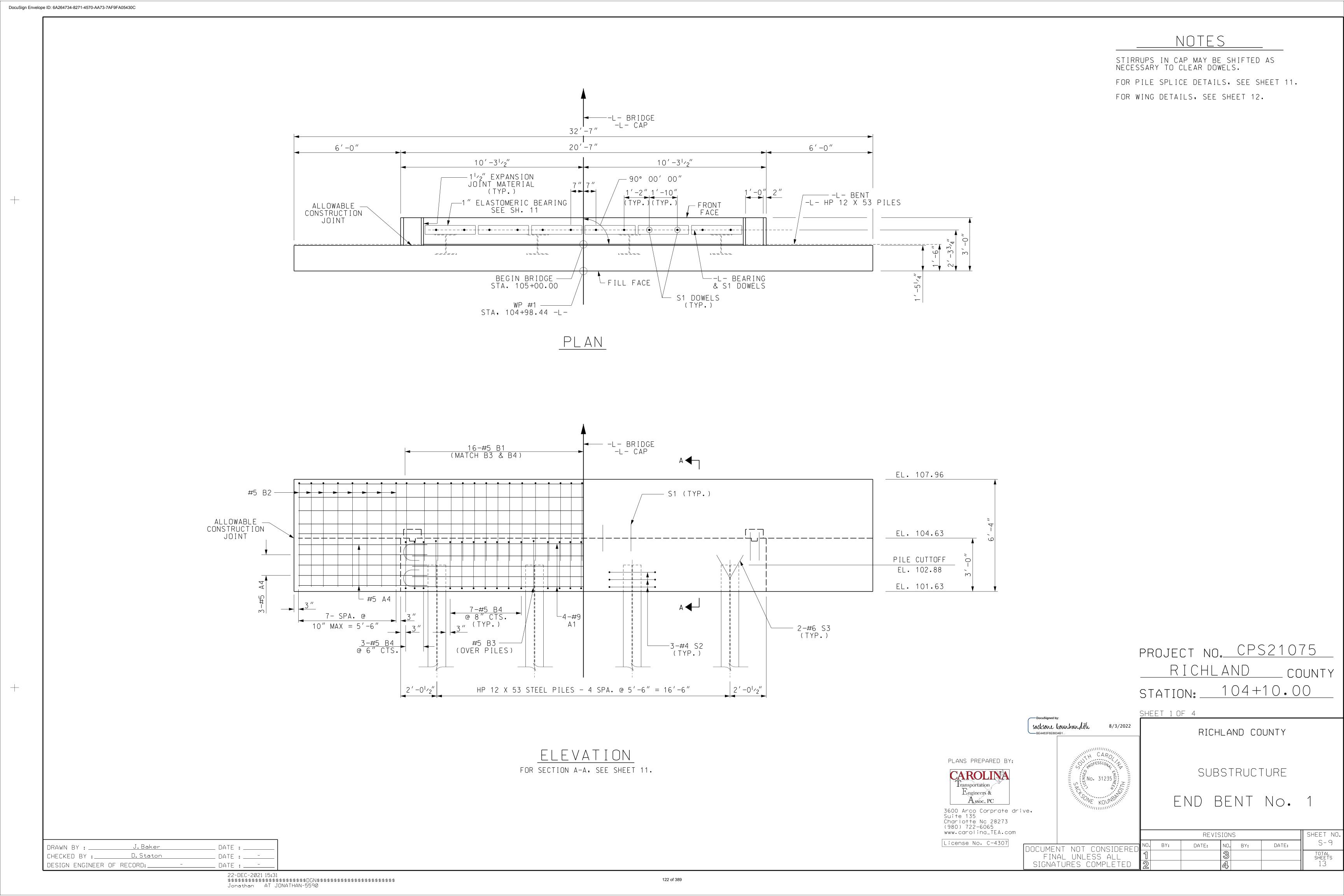
J. Baker _ DATE : ___ DRAWN BY : D. Staton CHECKED BY :_ _ DATE : _____ DESIGN ENGINEER OF RECORD: ____

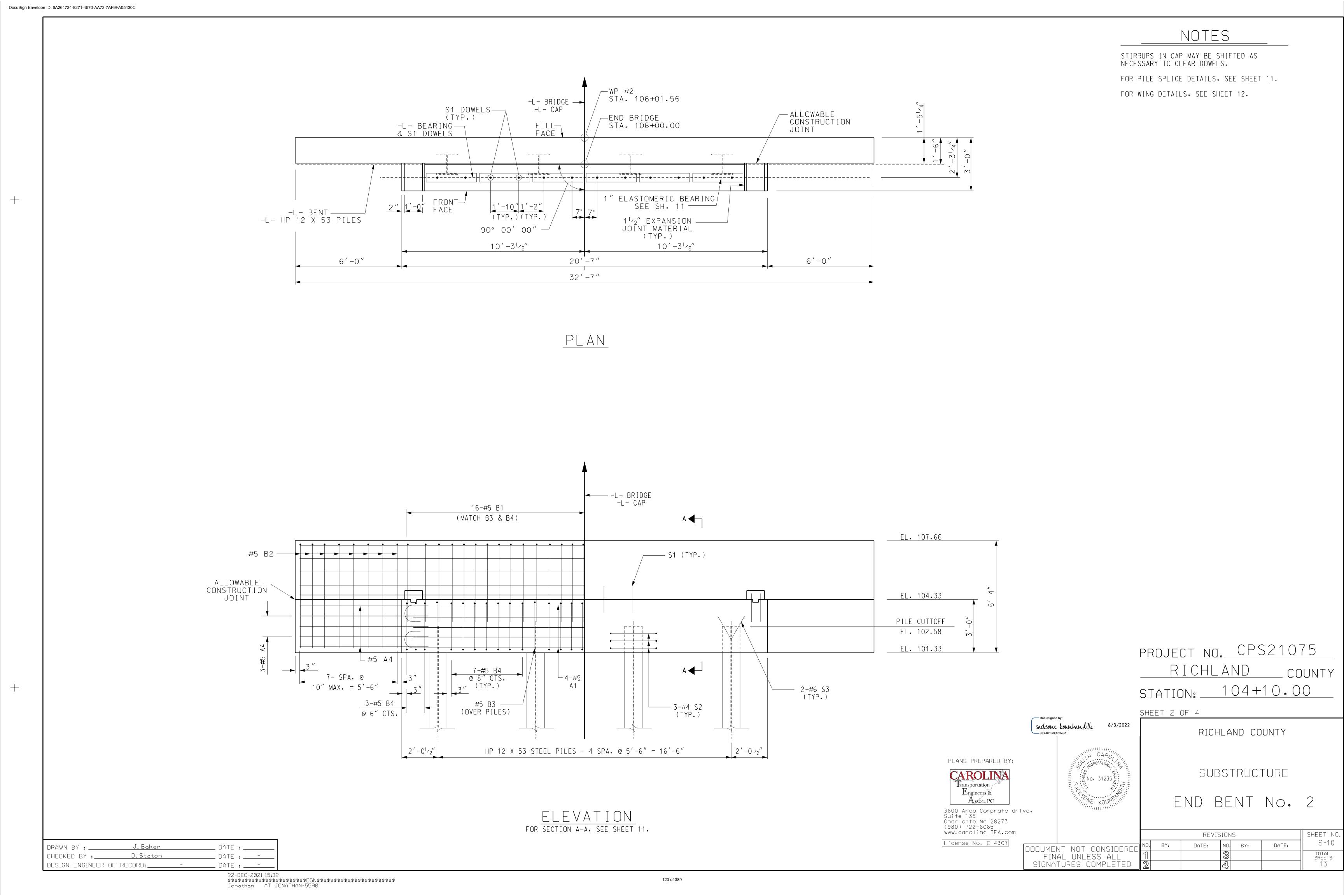
SECTION THRU RAIL

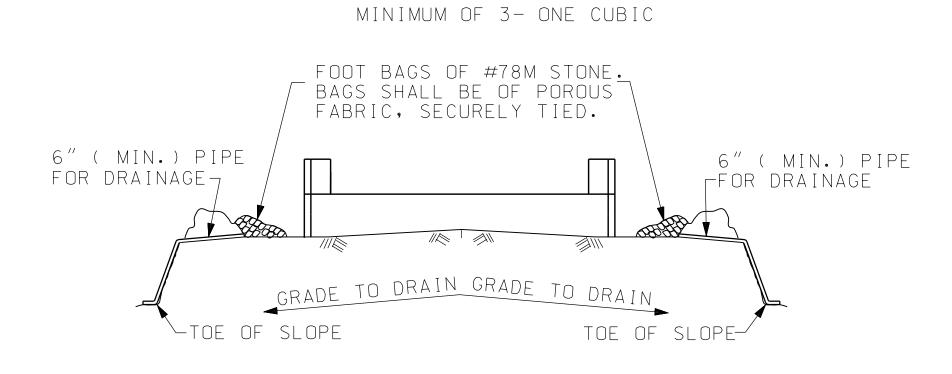
5" WIDE DRAIN —— BLOCKOUT (HEIGHT VARIES)

- BEARING PAD - TYPE II -

(TYPE II - 12 REQ' D)





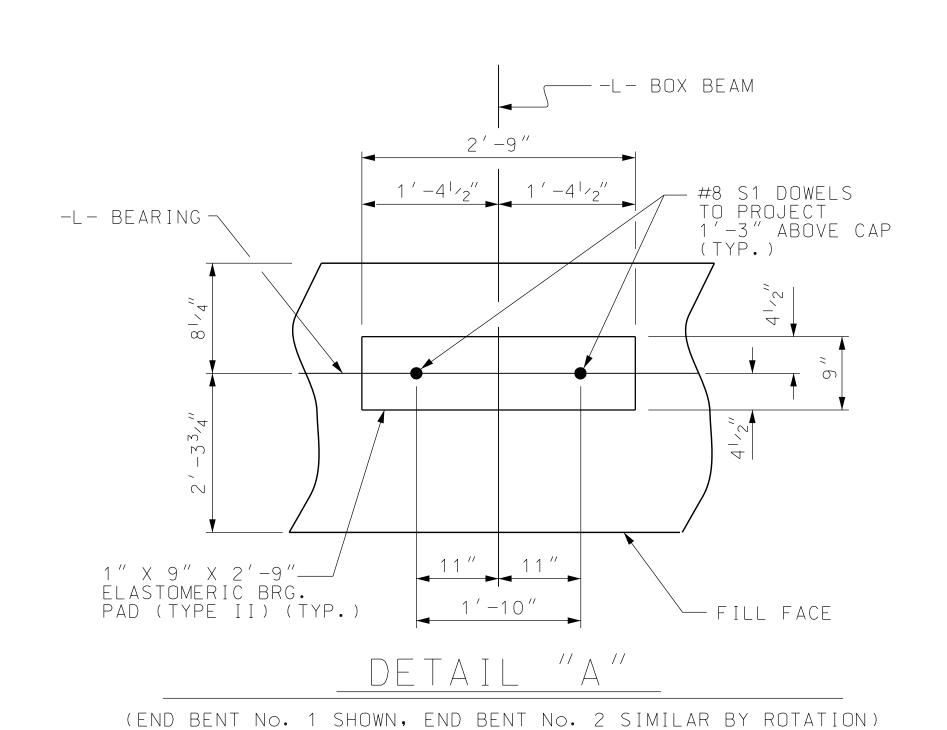


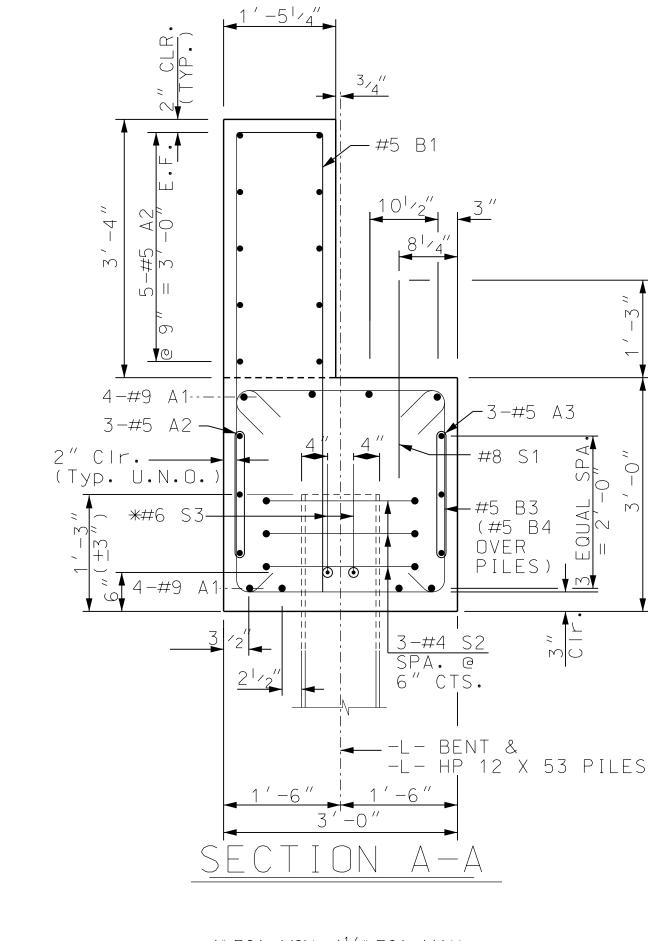
BAGGED STONE AND PIPE SHALL BE PLACED IMMEDIATELY AFTER COMPLETION OF END BENT EXCAVATION. PIPE MAY BE EITHER CONCRETE, CORRUGATED STEEL, CORRUGATED ALUMINUM ALLOY, OR CORRUGATED PLASTIC. PERFORATED PIPE WILL NOT BE ALLOWED.

BAGGED STONE SHALL REMAIN IN PLACE UNTIL THE ENGINEER DIRECTS THAT IT BE REMOVED. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF SILT ACCUMULATIONS AT BAGGED STONE WHEN SO DIRECTED BY THE ENGINEER. BAGS SHALL BE REMOVED AND REPLACED WHENEVER THE ENGINEER DETER-MINES THAT THEY HAVE DETERIORATED AND LOST THEIR EFFECTIVENESS.

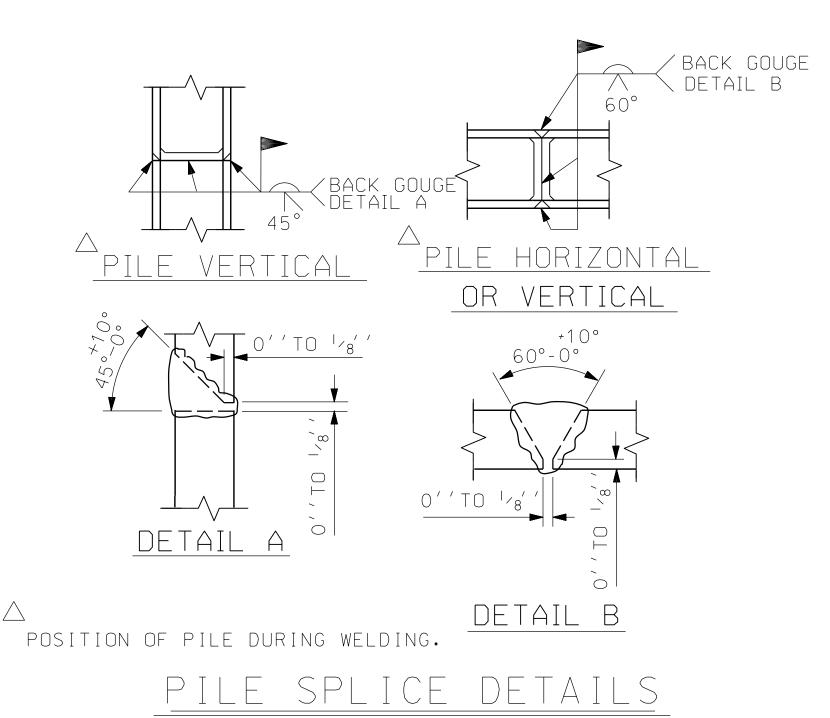
NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK AND THE ENTIRE COST OF THIS WORK SHALL BE INCLUDED IN THE UNIT CONTRACT PRICE BID FOR THE SEVERAL PAY ITEMS.

TEMPORARY DRAINAGE AT END BENT

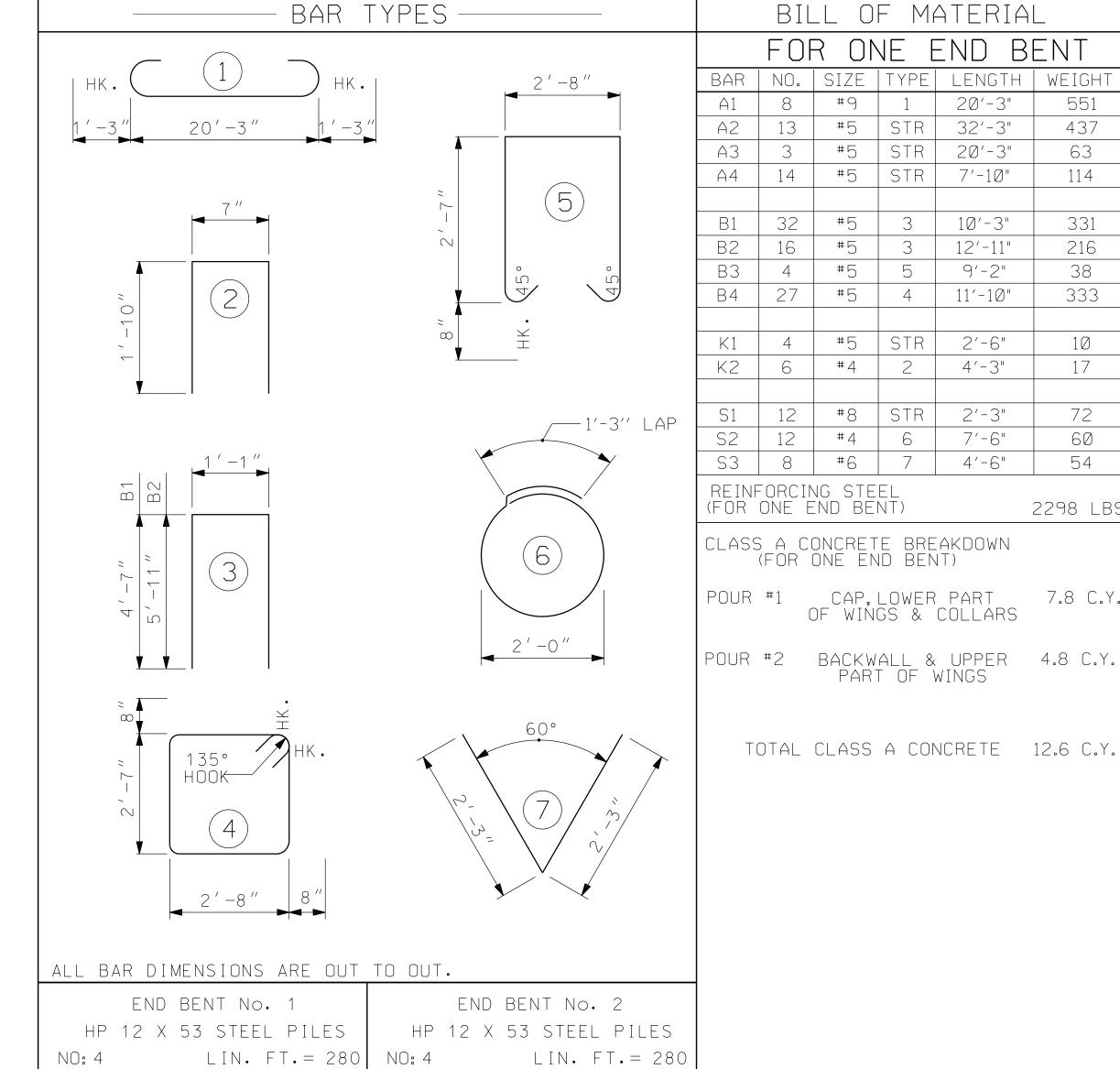


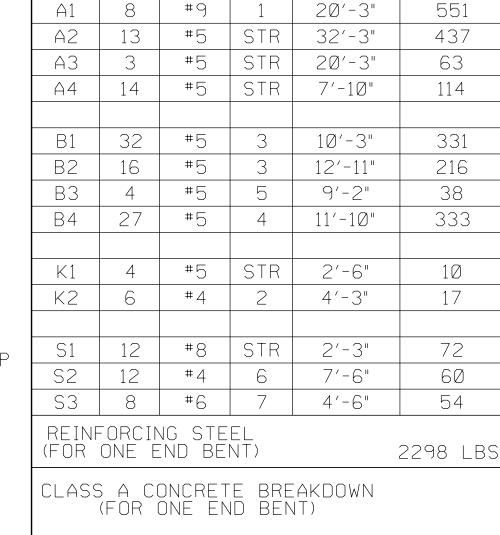






SCALE- $\frac{7}{16}$ " = 1'-0"





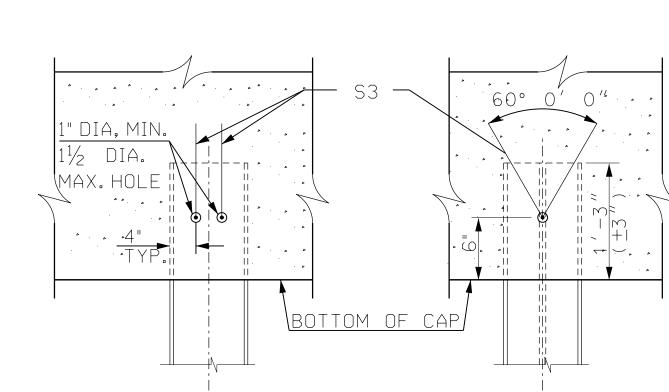
BILL OF MATERIAL

FOR ONE END BENT

POUR #1 CAP, LOWER PART 7.8 C.Y. OF WIŃGS & COLLARS

POUR #2 BACKWALL & UPPER 4.8 C.Y.
PART OF WINGS

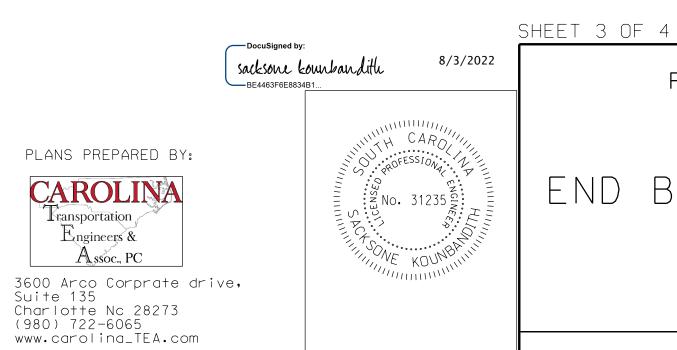
TOTAL CLASS A CONCRETE 12.6 C.Y.



PILE ANCHORAGE DETAIL

License No. C-4307

PROJECT NO. CPS21075 RICHLAND COUNTY 104+10.00 STATION: _



LIN. FT.= 280

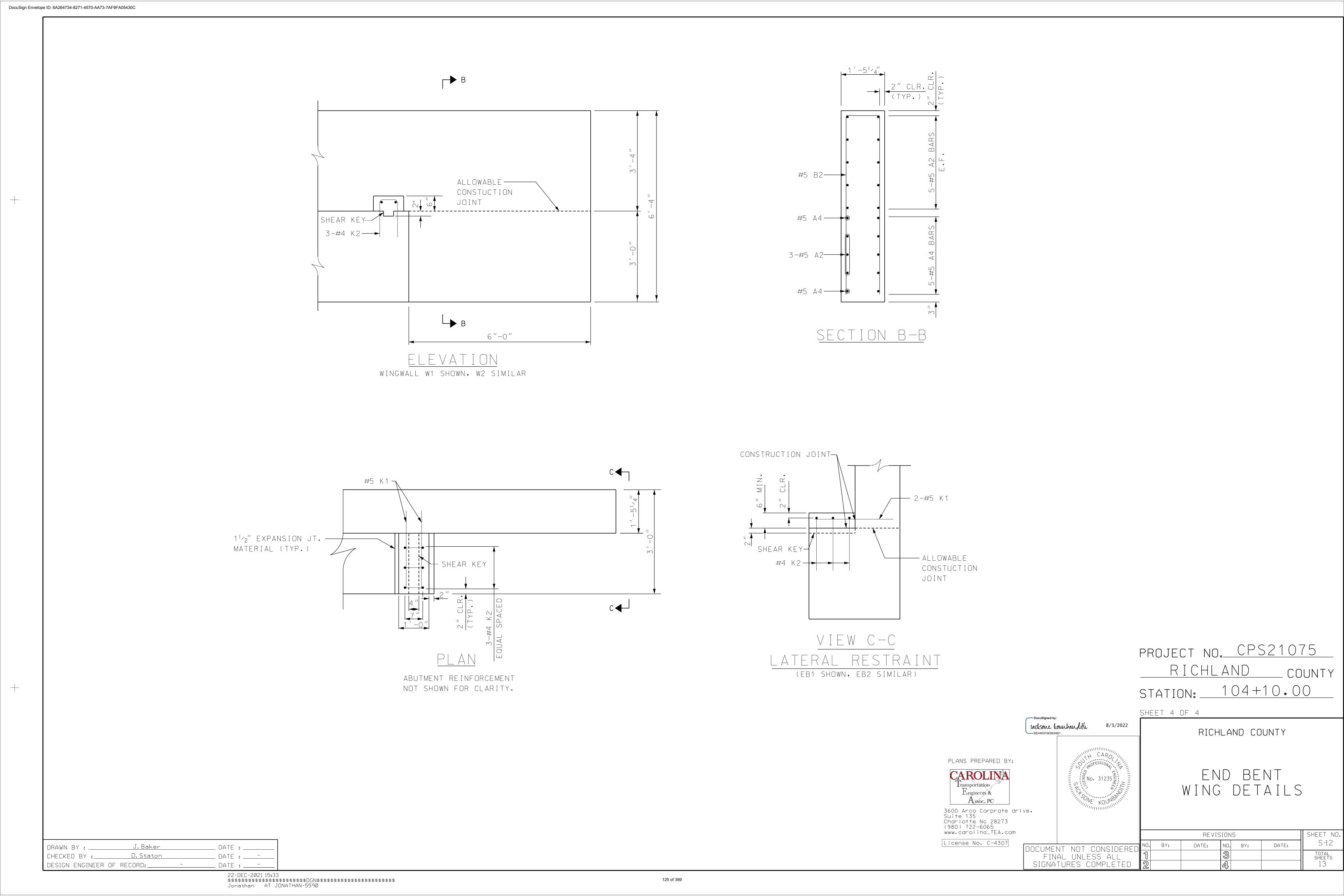
BENT NO. 1 DETAILS

RICHLAND COUNTY

REVISIONS SHEET NO. S-11 DATE: DATE: DOCUMENT NOT CONSIDERE FINAL UNLESS ALL SIGNATURES COMPLETED

J.Baker _ DATE : ___ DRAWN BY : D. Staton CHECKED BY :_ DATE : ___ ESIGN ENGINEER OF RECORD: ___

Jonathan AT JONATHAN-5590



STANDARD NOTES

DESIGN DATA:

A.A.S.H.T.O. (CURRENT) SEE PLANS LIVE LOAD -----SEE A.A.S.H.T.O. STRESS IN EXTREME FIBER OF STRUCTURAL STEEL - AASHTO M270 GRADE 36 - 20,000 LBS.PER SQ.IN. - AASHTO M270 GRADE 50W - 27,000 LBS. PER SQ. IN. - AASHTO M270 GRADE 50 - 27,000 LBS. PER SQ. IN. REINFORCING STEEL IN TENSION - GRADE 60 - - 24,000 LBS. PER SQ. IN. CONCRETE IN COMPRESSION - - - - - - - - -1,200 LBS.PER SQ.IN. CONCRETE IN SHEAR ------SEE A.A.S.H.T.O. STRUCTURAL TIMBER - TREATED OR UNTREATED EXTREME FIBER STRESS - - - 1,800 LBS. PER SQ. IN. COMPRESSION PERPENDICULAR TO GRAIN OF TIMBER - - - - 375 LBS. PER SQ. IN. EQUIVALENT FLUID PRESSURE OF EARTH - - - - 30 LBS.PER CU.FT.

MATERIAL AND WORKMANSHIP:

EXCEPT AS MAY OTHERWISE BE SPECIFIED ON PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE 2018 "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" OF THE N. C. DEPARTMENT OF TRANSPORTATION.

STEEL SHEET PILING FOR PERMANENT OR TEMPORARY APPLICATIONS SHALL BE HOT ROLLED.

CONCRETE:

UNLESS OTHERWISE REQUIRED ON PLANS, CLASS A CONCRETE SHALL BE USED FOR ALL PORTIONS OF ALL STRUCTURES WITH THE EXCEPTION THAT: CLASS AA CONCRETE SHALL BE USED IN BRIDGE SUPERSTRUCTURES, ABUTMENT BACKWALLS, AND APPROACH SLABS; AND CLASS B CONCRETE SHALL BE USED FOR SLOPE PROTECTION AND RIP RAP.

CONCRETE CHAMFERS:

UNLESS OTHERWISE NOTED ON THE PLANS, ALL EXPOSED CORNERS ON STRUCTURES SHALL BE CHAMFERED $\frac{3}{4}$ " WITH THE FOLLOWING EXCEPTIONS: TOP CORNERS OF CURBS MAY BE ROUNDED TO $\frac{1}{2}$ " RADIUS WHICH IS BUILT INTO CURB FORMS; CORNERS OF TRANSVERSE FLOOR EXPANSION JOINTS SHALL BE ROUNDED WITH A $\frac{1}{4}$ " FINISHING TOOL UNLESS OTHERWISE REQUIRED ON PLANS; AND CORNERS OF EXPANSION JOINTS IN THE ROADWAY FACES AND TOPS OF CURBS AND SIDEWALKS SHALL BE ROUNDED TO A $\frac{1}{4}$ " RADIUS WITH A FINISHING STONE OR TOOL UNLESS OTHERWISE REQUIRED ON PLANS.

DOWELS:

DOWELS WHEN INDICATED ON PLANS AS FOR CULVERT EXTENSIONS, SHALL BE EMBEDDED AT LEAST 12" INTO THE OLD CONCRETE AND GROUTED INTO PLACE WITH 1:2 CEMENT MORTAR.

EXISTING BRIDGE REMOVAL:

SEE SCDOT STANDARD SPECIFICATION 202.4.2 REMOVAL AND DISPOSAL OF EXISTING BRIDGE. REMOVE ALL TIMBER PILES. ANY PILE THAT CANNOT BE REMOVED WILL BE CUT OFF BELOW NORMAL HIGH WATER.

ALLOWANCE FOR DEAD LOAD DEFLECTION, SETTLEMENT, ETC. IN CASTING SUPERSTRUCTURES:

BRIDGES SHALL BE BUILT ON THE GRADE OR VERTICAL CURVE SHOWN ON PLANS. SLABS, CURBS AND PARAPETS SHALL CONFORM TO THE GRADE OR CURVE.

ALL DIMENSIONS WHICH ARE GIVEN IN SECTION AND ARE AFFECTED BY DEAD LOAD DEFLECTIONS ARE DIMENSIONS AT CENTER LINE OF BEARING UNLESS OTHERWISE NOTED ON PLANS. IN SETTING FORMS FOR STEEL BEAM BRIDGES AND PRESTRESSED CONCRETE GIRDER BRIDGES, ADJUSTMENTS SHALL BE MADE DUE TO THE DEAD LOAD DEFLECTIONS FOR THE ELEVATIONS SHOWN. WHERE BLOCKS ARE SHOWN OVER BEAMS FOR BUILDING UP TO THE SLAB, THE VERTICAL DIMENSIONS OF THE BLOCKS SHALL BE ADJUSTED BETWEEN BEARINGS TO COMPENSATE FOR DEAD LOAD DEFLECTIONS, VERTICAL CURVE ORDINATE, AND ACTUAL BEAM CAMBER. WHERE BOTTOM OF SLAB IS IN LINE WITH BOTTOM OF TOP FLANGES, DEPTH OF SLAB BETWEEN BEARINGS SHALL BE ADJUSTED TO COMPENSATE FOR DEAD LOAD DEFLECTION, VERTICAL CURVE ORDINATE, AND ACTUAL BEAM CAMBER.

IN SETTING FALSEWORK AND FORMS FOR REINFORCED CONCRETE SPANS, AN ALLOWANCE SHALL BE MADE FOR DEAD LOAD DEFLECTIONS, SETTLEMENT OF FALSEWORK, AND PERMANENT CAMBER WHICH SHALL BE PROVIDED FOR IN ADDITION TO THE ELEVATIONS SHOWN. AFTER REMOVAL OF THE FALSEWORK, THE FINISHED STRUCTURES SHALL CONFORM TO THE PROFILE AND ELEVATIONS SHOWN ON THE PLANS AND CONSTRUCTION ELEVATIONS FURNISHED BY THE ENGINEER.

DETAILED DRAWINGS FOR FALSEWORK OR FORMS FOR BRIDGE SUPERSTRUCTURE AND ANY STRUCTURE OR PARTS OF A STRUCTURE AS NOTED ON THE PLANS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BEFORE CONSTRUCTION OF THE FALSEWORK OR FORMS IS STARTED.

REINFORCING STEEL:

ALL REINFORCING STEEL SHALL BE DEFORMED. DIMENSIONS RELATIVE TO PLACEMENT OF REINFORCING ARE TO CENTERS OF BARS UNLESS OTHERWISE INDICATED IN THE PLANS. DIMENSIONS ON BAR DETAILS ARE TO CENTERS OF BARS OR ARE OUT TO OUT AS INDICATED ON PLANS.

WIRE BAR SUPPORTS SHALL BE PROVIDED FOR REINFORCING STEEL WHERE INDICATED ON THE PLANS. WHEN BAR SUPPORT PIECES ARE PLACED IN CONTINUOUS LINES, THEY SHALL BE SO PLACED THAT THE ENDS OF THE SUPPORTING WIRES SHALL BE LAPPED TO LOCK LEGS ON ADJOINING PIECES.

STRUCTURAL STEEL:

AT THE CONTRACTOR'S OPTION, HE MAY SUBSTITUTE $\frac{7}{8}$ " SHEAR STUDS FOR THE $\frac{3}{4}$ " STUDS SPECIFIED ON THE PLANS. THIS SUBSTITUTION SHALL BE MADE AT THE RATE OF $\frac{3}{6}$ " STUDS FOR 4 - $\frac{3}{4}$ " STUDS, AND STUD SPACING CHANGES SHALL BE MADE AS NECESSARY TO PROVIDE THE SAME EQUIVALENT NUMBER OF $\frac{7}{8}$ " STUDS ALONG THE BEAM AS SHOWN FOR $\frac{3}{4}$ " STUDS BASED ON THE RATIO OF $\frac{3}{4}$ " STUDS FOR 4 - $\frac{3}{4}$ " STUDS. STUDS OF THE LENGTH SPECIFIED ON THE PLANS MUST BE PROVIDED. THE MAXIMUM SPACING SHALL BE 2'-0".

EXCEPT AT THE INTERIOR SUPPORTS OF CONTINUOUS BEAMS WHERE THE COVER PLATE IS IN CONTACT WITH BEARING PLATE, THE CONTRACTOR MAY, AT HIS OPTION, SUBSTITUTE FOR THE COVER PLATES DESIGNATED ON THE PLANS COVER PLATES OF THE EQUIVALENT AREA PROVIDED THESE PLATES ARE AT LEAST \(\frac{1}{16} \) IN THICKNESS AND DO NOT EXCEED A WIDTH EQUAL TO THE FLANGE WIDTH LESS 2" OR A THICKNESS EQUAL TO 2 TIMES THE FLANGE THICKNESS. THE SIZE OF FILLET WELDS SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT ANSI/AASHTO/AWS "BRIDGE WELDING CODE". ELECTROSLAG WELDING WILL NOT BE PERMITTED.

WITH THE SOLE EXCEPTION OF EDGES AT SURFACES WHICH BEAR ON OTHER SURFACES, ALL SHARP EDGES AND ENDS OF SHAPES AND PLATES SHALL BE SLIGHTLY ROUNDED BY SUITABLE MEANS TO A RADIUS OF APPROXIMATELY 1/16 INCH OR EQUIVALENT FLAT SURFACE AT A SUITABLE ANGLE PRIOR TO PAINTING, GALVANIZING, OR METALLIZING.

HANDRAILS AND POSTS:

METAL STANDARDS AND FACES OF THE CONCRETE END POSTS FOR THE METAL RAIL SHALL BE SET NORMAL TO THE GRADE OF THE CURB, UNLESS OTHERWISE SHOWN ON PLANS. THE METAL RAIL AND TOPS OF CONCRETE POSTS USED WITH THE ALUMINUM RAIL SHALL BE BUILT PARALLEL TO THE GRADE OF THE CURB.

METAL HANDRAILS SHALL BE IN ACCORDANCE WITH THE PLANS. RAILS SHALL BE AS MANUFACTURED FOR BRIDGE RAILING. CASTINGS SHALL BE OF A UNIFORM APPEARANCE. FINS AND OTHER DEFORMATIONS RESULTING FROM CASTING OR OTHERWISE SHALL BE REMOVED IN A MANNER SO THAT A UNIFORM COLORING OF THE COMPLETED CASTING SHALL BE OBTAINED. CASTINGS WITH DISCOLORATIONS OR OF MON-UNIFORM COLORING WILL NOT BE ACCEPTED. CERTIFIED MILL REPORTS ARE REQUIRED FOR METAL RAILS AND POSTS.

SPECIAL NOTES:

GENERALLY, IN CASE OF DISCREPANCY, THIS STANDARD SHEET OF NOTES SHALL GOVERN OVER THE SPECIFICATIONS, BUT THE REMAINDER OF THE PLANS SHALL GOVERN OVER NOTES HEREON, AND SPECIAL PROVISIONS SHALL GOVERN OVER ALL. SEE SPECIFICATIONS ARTICLE 105-4.

PROJECT NO. <u>CPS21075</u>

RICHLAND county

STATION: 104+10.00



License No. C-4307

ENGLISH
JANUARY, 1990

RICHLAND COUNTY

REVISIONS SHEET NO SOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED 2 4 13

DRAWN BY: ________ DATE: _______

CHECKED BY: ______ D. Staton ______ DATE: _____

DESIGN ENGINEER OF RECORD: _______ DATE: _____

LEAD-BASED PAINT INVESTIGATION REPORT

RICHLAND COUNTY CONSERVATION COMISSION BRIDGE REPLACEMENT OVER MILL CREEK RICHLAND COUNTY, SOUTH CAROLINA

PREPARED FOR:



Carolina TEA C/O Mr. Kevin Gantt 3600 Arco Corporate Drive, Suite 135 Charlotte, North Carolina 28273

PREPARED BY:

F&ME Consultants 1825 Blanding Street Columbia, South Carolina 29201

November 18, 2021

Yes, lead was found.

X No, lead was not found.

F&ME Project No.: G6580.000

TABLE OF CONTENTS

1.	Executive Summary	. 1
2.	LBP Background Information	Ξ.
3.	Introduction	. 3
4.	Investigation Results	, 4
5.	Recommendations	. 4
Append	dices	. 5

Appendix A – Site Vicinity Map

Appendix B – Bridge Plan

Appendix C – XRF Data

Appendix D – Personnel Certifications

1. EXECUTIVE SUMMARY

This executive summary is intended as an overview for the convenience of the reader. This report should be reviewed in its entirety prior to making any decisions regarding this project.

F&ME Consultants (FME) has completed a Lead-Based Paint (LBP) Investigation on the Richland County Conservation Commission (RCCC) dirt road Bridge located in Richland County for Carolina TEA (Client). The investigation was performed on November 11, 2021, in anticipation of an on-alignment replacement of the existing Bridge. Appendix A – Site Vicinity Map is provided to show the location of the bridge. Appendix B – Bridge Plan, is provided to show the Bridge lay-out.

The scope of this LBP Investigation was to identify, analyze and assess the condition of LBP or coated building/structural components that will be affected by the planned demolition of the Bridge. The scope included both a visual evaluation of the physical condition of painted materials as well as quantitative testing of random suspect surfaces using an X-Ray Fluorescence (XRF) Portable Analyzer on the exterior of the building. The XRF documents the concentration of lead, if any, in the overall paint or coating. The exterior building components were scanned with a Viken XRF analyzer (Model # Pb200i, Serial #1888, Reference Date: 09/17/20) with a limit of detection (LOD) of 0.1 mg/cm².

LBP is regulated by multiple government agencies, and each requires different response actions when the concentration of lead exceeds specified thresholds. The Occupational Safety and Health Administration (OSHA) regulates worker exposure to lead dust, and as a result considers materials with any lead content to be a potential hazard. Furthermore, the South Carolina Department of Health and Environmental Control (SCDHEC) requires some materials found to contain greater than or equal to (≥) 0.7 mg/cm² lead to be disposed of at specialized waste facilities. Appendix C − XRF Data, is provided to present the data in a user-friendly format. Items in red text contain lead in concentrations regulated by SCDHEC and these materials must be addressed upon disposal. Items in blue and red text contain lead in concentrations that must be considered a potential for worker exposure by OSHA.

The results from the XRF quantitative testing of the bridge components indicate that no lead was present in paint and/or coatings in concentrations greater than or equal to (\geq) 0.7 mg/cm² on any of the bridge components tested. See Appendix B – General Building Plan, for the lay-out of the Bridge.

We appreciate the opportunity to assist you in this matter. If you have any questions or require additional information, please feel free to contact our office at (803) 254-4540.

Sincerely,

F&ME CONSULTANTS

Timothy Ross

S.C. Lead-Based Paint Inspector

EPA Certification No. LBP-I-I198705-1 (Exp. 02/21/22)

Glynn M. Ellen

Environmental Manager

2. LBP BACKGROUND INFORMATION

Housing and Urban Development (HUD) defines "LBP" as any coating that has a lead concentration of 1.0 milligrams of lead per square centimeter (1.0 mg/cm²) or greater, or if the lead concentration is greater than one half of a percent (> 0.5%) by weight. The Consumer Product Safety Commission (CPSC) currently considers paint to be lead-containing if the concentration of lead exceeds 90 ppm (0.009% by weight). In 1978, the CPSC banned the sale of LBP to consumers, and banned its application in areas where consumers have direct access to painted surfaces. Both the CPSC and HUD definitions of lead-containing paint are aimed at protecting the general population from exposure to lead in the residential setting.

In contrast, the mission of the Occupational Safety and Health Administration (OSHA) with respect to lead-containing paint is to protect workers during construction activities that may generate elevated airborne lead concentrations. OSHA states that construction work (including renovation, maintenance, and demolition) carried-out on structures coated with paint having lead concentrations lower than the HUD or CPSC can still result in airborne lead concentrations in excess of regulatory limits. For this reason, OSHA has not defined lead-containing paint, but states that paint having any measurable level of lead ($\geq 0.01 \, \text{mg/cm}^2$) may pose a substantial exposure hazard during construction work, depending upon the work performed. Therefore, in these situations, OSHA guidelines and safety procedures should be followed. By OSHA standards and regulations, the employer shall ensure that no employee is exposed to lead at concentrations greater than fifty micrograms per cubic meter of air (50 ug/m³) averaged over an 8-hour period.

Additionally, the South Carolina Department of Health and Environmental Control (SCDHEC) requires the use of specialized waste disposal sites if materials contain lead concentrations greater than or equal to (\geq) 0.7 mg/cm². It is imperative that these regulations be considered if any present or future replacement and/or demolition activities will impact LBP-containing bridge components.

3. INTRODUCTION

FME has completed a Lead-Based Paint (LBP) Investigation on the RCCC dirt road Bridge over Mill Creek in located Richland County, South Carolina. The scope of this LBP Investigation was to identify, analyze, and assess the condition of LBP or coated bridge components that may be affected by the bridge replacement activities. This investigation was performed on November 11, 2021, in anticipation of an on-alignment replacement of the existing Bridge.

The results, conclusions and recommendations from this investigation are representative of the conditions observed at the site on the date of the field inspection. FME does not assume responsibility for any changes in conditions or circumstances that occur after the inspection. Use of this document for bidding purposes is not recommended without prior consultation with FME. No other environmental issues are addressed in this report.

4. INVESTIGATION RESULTS

The existing bridge structure (~64'.6"L x 14'.6"W, inside curb to inside curb), is located on a dirt road and crosses over Mill Creek in Richland County, South Carolina. The construction date of the Bridge is unknown. The structure is a one (1) lane, four (4) span bridge constructed with a timber deck, and curbing. Each of the bridge deck spans are supported by two (2) horizontal steel beams which are supported by timber piles and bent caps. End bents are also constructed with timber piles and bent caps which are mostly covered with soil. The bridge approach at each end of the bridge consist of a one lane dirt



Photo 1 – RCCC Dirt Road Bridge, Richland County, South Carolina.

roadway. Refer to Appendix A – Site Vicinity Map, for the location of the structure

Our LBP Investigation sampling protocol consisted of randomly selecting bridge components on the subject bridge and scanning them with our Viken XRF analyzer (Model # Pb200i, Serial #1888, Reference Date: 09/17/20) with a limit of detection (LOD) of 0.1 mg/cm².

The investigation revealed that no bridge components tested positive for lead in concentrations greater than or equal to (\geq) 0.7 mg/cm². For more information regarding the specific descriptions and locations of the items that were scanned, refer to the Appendix C – Summary of XRF Data. On the XRF Data Table, items in Blue text contain lead in concentrations that must be considered a potential for worker exposure by OSHA. Appendix D includes the inspector's EPA lead-based paint inspector certification.

5. RECOMMENDATIONS

The investigation revealed that no building components tested positive for lead in concentrations greater than or equal to (>) 0.7 mg/cm². For more information regarding the specific descriptions and locations of the items that were scanned, refer to the Appendix C – Summary of XRF Data. On the XRF Data Table, items in Blue text contain lead in concentrations that must be considered a potential for worker exposure by OSHA. Appendix D includes the inspector's EPA lead-based paint inspector certification.

If any hidden and/or inaccessible materials suspected or known to contain lead-based paint are encountered during any demolition activities, the persons involved are advised to stop work, follow proper regulatory precautions and procedures, and notify FME for an immediate response action. If you have any questions or require additional information concerning this report, please do not hesitate to contact our office at (803)254-4540. We appreciate the opportunity to be of service in this matter.

APPENDICES

Appendix A – Site Vicinity Map

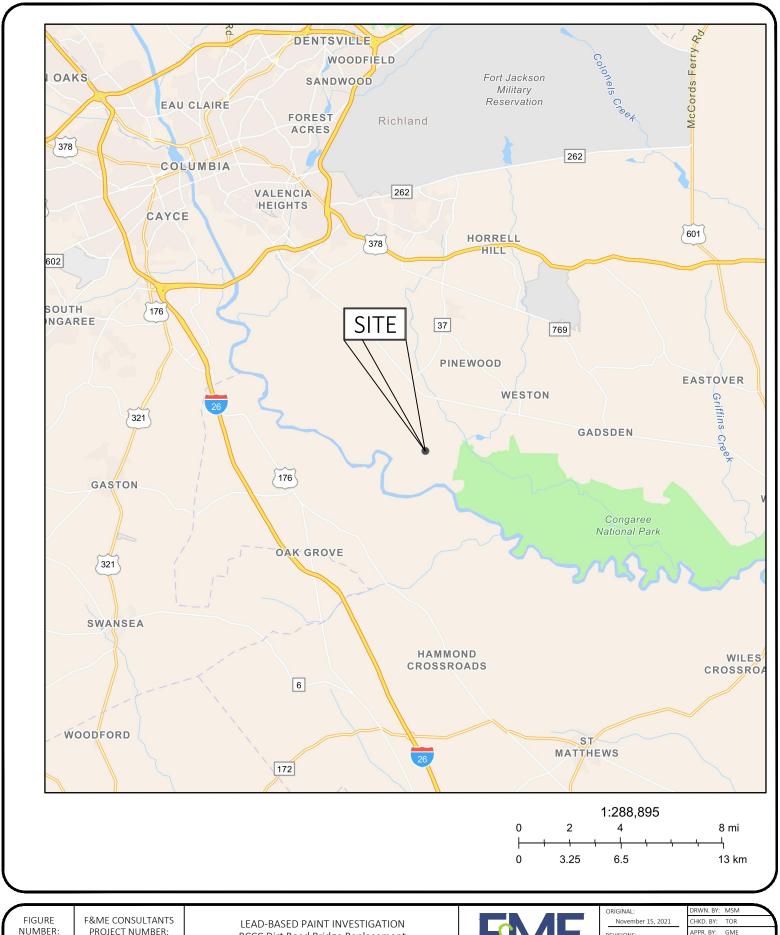
Appendix B – Bridge Plan

Appendix C –XRF Data

Appendix D – Personnel Certification

Appendix A

Site Vicinity Map



NUMBER:

1

PROJECT NUMBER:

G6580.000

RCCC Dirt Road Bridge Replacement Richland County, SC Site Vicinity Map

Prepared for: Carolina TEA 3600 Arco Corporate Drive, Suite 135 Charlotte, NC 28273 135 of 389



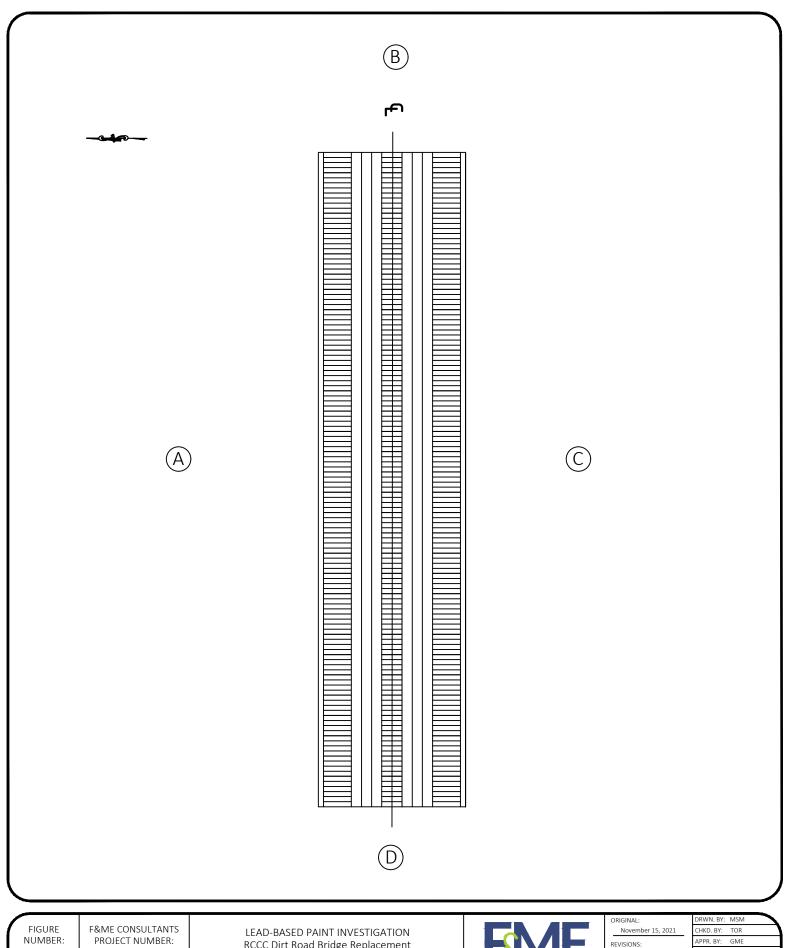
00113021711113	3		
25 BLANDING STREET	SCALE:		
DLUMBIA, SC 29201	AS SHOWN		

REVISIONS:

NOTES:

Appendix B

Bridge Plan



2

PROJECT NUMBER:

G6580.000

RCCC Dirt Road Bridge Replacement Richland County, SC Appendix - B General Bridge Plan

Prepared for: Carolina TEA 3600 Arco Corporate Drive, Suite 135 Charlotte, NC 28273 137 of 389



1825 BLANDING STREET COLUMBIA, SC 29201

ORIGINAL:	DRWN. BY: MSM
November 15, 2021	CHKD. BY: TOR
REVISIONS:	APPR. BY: GME
1	NOTES:
3	
SCALE:	
AS SHOWN	

Appendix C

XRF Data

XRF Data

Dirt Rd. Bridge over Mill Creek

Date Analyzed: 11/11/2021 FME Project No.: G6580.00

Reading No.	Pb (mg/cm²)	Location	Component	Substrate	Side	Condition	Color
1	0.96	Calibrate					
2	0.95	Calibrate					
3	0.93	Calibrate					
4	0.11	Underside	Beam	Metal	Underside	Peeling	Silver
5	LOD	Underside	Tie Strap	Metal	Underside	Peeling	Black
6	0.12	Underside	Brace	Metal	Underside	Peeling	Black
7	LOD	Underside	Bracket	Metal	Underside	Peeling	Black
8	0.90	Calibrate					
9	0.93	Calibrate					
10	0.91	Calibrate					

Appendix D

Personnel Certification

United States Environmental Protection Agency

This is to certify that



Timothy O Ross

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Inspector

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires February 21, 2022

LBP-I-I198705-1

February 07, 2019

Certification #

Issued On



Shindrich

Adrienne Priselac, Manager, Toxics Office

Land Division

Preliminary Jurisdictional Determination and No Permit Required Letter Request Package

Richland County Conservation Commission Bridge and Dirt Road Improvement Project Richland County, SC



Prepared For:



Prepared By:



Prepared on behalf of:



February 7, 2022

Three Oaks Engineering, Inc.

1022 State Street, Building 2 Cayce, South Carolina 29033 c/o Mr. Wade Biltoft (864) 978-8484

March 2, 2022

US Army Corps of Engineers Columbia Regulatory Field Office 1835 Assembly Street, Rm. 865 B-1 Columbia, SC 29201

Subject: Preliminary Jurisdictional Determination and No Permit Required Letter Request Package: Richland County Conservation Commission Bridge and Dirt Road Improvement Project

Dear Sir/Madam:

Three Oaks Engineering (Three Oaks) presents the attached Request for Corps Jurisdictional Determination (JD) / Delineation Form and supporting materials for the Richland County Conservation Commission (RCCC) Bridge and Dirt Road Improvement (Project). The Project Study Area (PSA) is 1.6 acres and is located within the Mill Creek tract located on the Congaree River, close to the Congaree National Park, with access from Old Bluff Road in Richland County, SC (Figure 1). The county intends this tract to serve multiple functions: as a mitigation bank for stream and wetland restoration and conservation, and for the development of recreation, lodging, and sustainable tourism-oriented uses. To provide public access, RCCC proposes to replace a structurally deficient bridge over an unnamed tributary to Dead River which flows south into the Congaree River within the Mill Creek tract.

A single lane, single span bridge is proposed to replace the current bridge. This design will improve hydraulic efficiency by removing the interior bent piles which currently catch debris. The new bridge is also precast which eliminates the chance of spilling wet concrete into the stream and causing environmental impacts. Since the new structure is longer, the end bents will be located further from the top of bank and no encroachment within the ordinary high-water mark of the jurisdictional stream will be required. The Project as proposed will not involve the discharge of dredged or fill material into jurisdictional waters of the United States (WOTUS). Design drawings have been included in this package depicting the plans and profile for the bridge replacement.

A desktop evaluation was conducted to develop a preliminary understanding of the possible extent of WOTUS, including wetlands, in advance of the field delineation, to better understand the historical use of the property, and to identify past site alterations in the PSA. The desktop survey included a review of available online resources, including the USGS 7.5-minute topographic map (Figure 4), U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) Soil Map (Figure 5), U.S. Fish & Wildlife Service (USFWS) National Wetlands Inventory (NWI) map (Figure 6), South Carolina Department of Natural Resources (SCDNR) light detection and ranging (LIDAR) Digital Elevation Model (DEM) 10x10 foot grid for Richland County (Figure 7), and aerial photographs of the site (Figure 3).

Field delineations were conducted on July 27, 2021, in accordance with the three-parameter approach outlined in the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0)*. Based on Three Oaks' assessment, the PSA contains the following potential jurisdictional

WOTUS: two streams and one wetland. An Atlantic and Gulf Coastal Plain Region Wetland Determination Data Sheet was completed for Wetland A and has been included in this package. Features identified within the PSA are listed in Table 1 below:

Table 1 - Delineated Features							
Feature ID	Description	Linear Feet	Acreage				
Wetland A (WA)	Wetland	N/A	0.05				
Non-wetlands waters 1 (SA)	Perennial Stream	175.56	0.18				
Non-wetlands waters 2 (SB)	Perennial Stream	56.83	0.04				
Upland	Upland	N/A	1.33				
Total		232.39	1.6				

Delineated features and flag locations were geolocated using a handheld Trimble R1 Global Positioning System (GPS) unit capable of sub-meter accuracy. Representative photos of the delineated features have been included in the attached photo log.

The proposed Project will not involve the discharge of dredged or fill material into WOTUS. Three Oaks respectfully requests your review of the proposed Project and confirmation that the proposed activity is not a regulated activity by the Corps through a "No Permit Required" (NPR) Letter.

Three Oaks appreciates your review of the RCCC Bridge and Dirt Road Improvement Project. If you have questions, please contact me by phone at (864) 978-8484 or by email at wade.biltoft@threeoaksengineering.com.

Respectfully,

Wade Biltoft

Three Oaks Engineering

Enclosures Jurisdictional Determination (JD)/Delineation Request Form

JD Figures Photo Log

Wetland Determination Data Forms

U.S. Army Corps of Engineers - Charleston District - Regulatory Division REQUEST FOR CORPS JURISDICTIONAL DETERMINATION (JD) / DELINEATION

(For Jurisdictional Status and Identifying Wetlands and Other Aquatic Resources)

I. PROPERTY AND AGENT INFORMATION

A. Site Details/Location:			
Site Name: Mill Creek RCCC Bridge Repla	cement	Date: 02/07/2021	
City/Township/Parish: Saylors Lake	C	ounty: Richland County	
Latitude/Longitude: 33.832904, -80.88	5101	Acreage: 1.6 ac	cres
Tax Map Sequence (TMS) #(s): _	R21200-01-01		
Property Address(es): S/S Old Bluff Ro			
Please attach a survey/plat	map and vicinity map identifying	location and review area for the Ji	D/delineation.
An accurate depiction of the revie	ew area must be provided (survey	, tax map, or GPS coordinates). T	ax maps may only be used if the
site includes the entire tax map p	arcel.		
D. Daminatan of L. S. M. di			
B. Requestor of Jurisdictional	Determination/Delineation <i>(if the</i>	ere are multiple property owners, ¡	please attach additional pages)
Name: Quinton Epps	District to the state of the st		
Company Name (if applicable): Address: 2020 Hampton Street, Room 3063/			
Phone: 803-576-2080			
Check one:		s.quinton@richlandcountysc.gov	
I plan to purcha Other, please ex			
Other, please ex	kpiain		
C. Agent/Environmental Consu	Itant Acting on Pobelf of the D.	mundan (if and line blake	
Consultant/Agent Name: Wade Bittof	tant Acting on Behalf of the Re	equestor (if applicable):	
Company Name: Three Oaks Engineerin			
Address: 1022 State Street Cayce, 29033	-	Phone: 864-978-8484	
Email: wade.biltoft@threeoaksengineering.com	n	Filone. 00+370-0404	
aquatic resources. I intend to construct/develop	a project or perform activities on t	this site which would be designed	
jurisdictional aquatic resourc			
Corps, and the Jurisdictional	a project or perform activities on t Determination would be used to a ep in a future permitting process.	his site which may require authori avoid and minimize impacts to juris	zation from the sdictional aquatic
		his site which may require authori	zation from the
Corps; this request is accomp the permitting process.	panied by my permit application a	nd the jurisdictional determination	is to be used in
I intend to construct/develop a the tide.	a project or perform activities in a	navigable water of the U.S. which	is subject to the ebb and flow of
A Corps jurisdictional determi	nation is required in order to obta	in my local/state authorization	
		e and the request the Corps to cor	-E Al I
iurisdiction does/does not evi	ist over the aquatic resource on the	e and the request the Corps to cor	nirm that
I believe that the site may be	comprised entirely of dry land.	ie parcei.	
Other:	comprised entirely of dry land.		
Charleston Office:	Columbia Office:	Conway Office:	Greenville Office:
US Army Corps of Engineers Regulatory Division	US Army Corps of Engineers Regulatory Office	US Army Corps of Engineers	US Army Corps of Engineers
69A Hagood Avenue	1835 Assembly Street, Room 865 B-1	Regulatory Office 1949 Industrial Park Road, Room 140	Regulatory Office 150 Executive Center Drive, Suite 205
Charleston, SC 29403 (ph) 843-329-8044	Columbia, SC 29201 (ph) 803-253-3444	Conway, SC 29526 (ph) 843-365-4239	Greenville, SC 29615
SAC.RD.Charleston@usace.army.mil	SAC.RD.Columbia@usace.army.mil	(ph) 843-365-4239 SAC.RD.Conway@usace.army.mil	(ph) 864-609-4326 SAC.RD.Greenville@usace.army.mil

*Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Program of the U.S. Army Corps of Engineers; Final Rule for 33 CFR Parts 320-332.

Principal Purpose: The information that you provide will be used in evaluating your request to determine whether there are any aquatic resources within the project area subject to federal jurisdiction under the regulatory authorities referenced above.

Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public, and may be made available as part of a public notice as required by federal law. Your name and property location where federal jurisdiction is to be determined will be included in the approved jurisdictional determination (AJD), which will be made available to the public on the District's website and on the Headquarters USACE website.

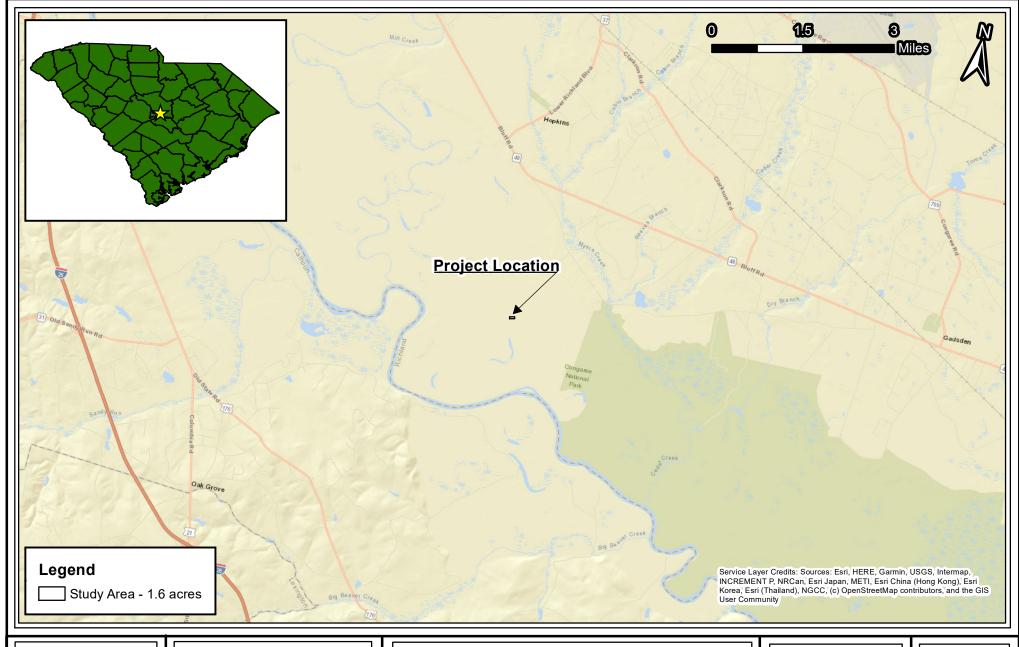
Disclosure: Submission of requested information is voluntary; however, if information is not provided, the request for an jurisdictional determination cannot be evaluated nor can a jurisdictional determination be issued. can a jurisdictional determination be issued.

III. TYPE OF REQUEST:	
Delineation Concurrence ¹	
Approved ² Jurisdictional Determination (AJD) Only	
Preliminary³ Jurisdictional Determination (PJD) Only	
Approved Jurisdictional Determination (AJD) with submittal of Department of the Army permit application	f a Pre-Construction Notification or
Preliminary Jurisdictional Determination (PJD) with submittal Department of the Army permit application	of a Pre-Construction Notification or
Delineation of Wetlands and/or Other Aquatic Resources On Consultant with submittal of a Pre-Construction Notification or Edetermination requested)	ly Conducted By Agent/Environmental Department of the Army permit application (No jurisdictional
I request that the Corps delineate the wetlands and/or other aquattached Pre-Construction Notification or Department of the	natic resources that may be present on my property with the Army permit application
I request that the Corps delineate the wetlands and/or other aquinella Delineation Only, an AJD or PJD	atic resources that may be present on my property with a
"No Permit Required" (NPR) Letter as I believe my proposed a	ctivity is not regulated ⁴
Unclear as to which jurisdictional determination I would like to red information to inform my decision	quest and require additional
$^{\underline{1}}$ <u>Delineation Concurrence (DC) – A DC provides concurrence that the delineating representation of the aquatic resources on-site. A DC does not address the juristical properties of the provided provided the provided pro</u>	ed boundaries of wetlands on a property are a reasonable sdictional status of the aquatic resources.
2 <u>Approved</u> – An AJD is defined in Corps regulations at 33 CFR 331.2. As explainfined has identified the presence or absence of wetlands and/or other aquatic ras well as their jurisdictional status. AJDs are valid for 5 years.	nined in further detail in RGL 16-01, an AJD is used to indicate that this esources on a site, including their accurate location(s) and boundaries,
³ Preliminary – A PJD is defined in Corps regulations at 33 CFR 331.2. As explaint office has identified the approximate location(s) and boundaries of wetlands and to regulatory jurisdiction of the Corps of Engineers. Unlike an AJD, a PJD does there are not, jurisdictional aquatic resources on a site, and does not have an explaint of the corps of the co	d/or other aquatic resources on a site that are presumed to be subject
⁴ "No Permit Required" (NPR) Letter- A NPR letter may be provided by the Corp (authorization) from the Corps; this letter can only be used if the proposed activi occur. A NPR letter cannot be used to indicate the presence or absence of wetler jurisdictional status.	ity is not a regulated activity, regardless of whore the activity may
IV. <u>LEGAL RIGHT OF ENTRY</u>	
By signing below, I am indicating that I have the authority, or am acting authority, to and do hereby grant U.S. Army Corps of Engineers persor this request for the purposes of conducting on-site investigations (e.g., determination. I acknowledge that my signature is an affirmation that I determination on the properties subject to this request.	anel right of entry to legally access the property(ies) subject to
2020 Hampton Street, Room 3063 A	R21200-01-01
	Property Address / TMS #(s)
	803-576-208
Email Address	Daytime Phone Number
*Signature:	Durnton Epps 28 Reb 22 Vinted Name and Date
*Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 40 103, 33 USC 1413; Regulatory Program of the U.S. Army Corps of Engineers; Final Rule fo Principal Purpose: The information that you provide will be used in evaluating your request	4, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section

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Disclosure: Submission of requested information is voluntary; however, if information is not provided, the request for an jurisdictional determination cannot be evaluated nor can a jurisdictional determination be issued.







Project Location Map

14Rion la ପ୍ରଥମ County, South Carolina

Date:	
January 30, 202	22

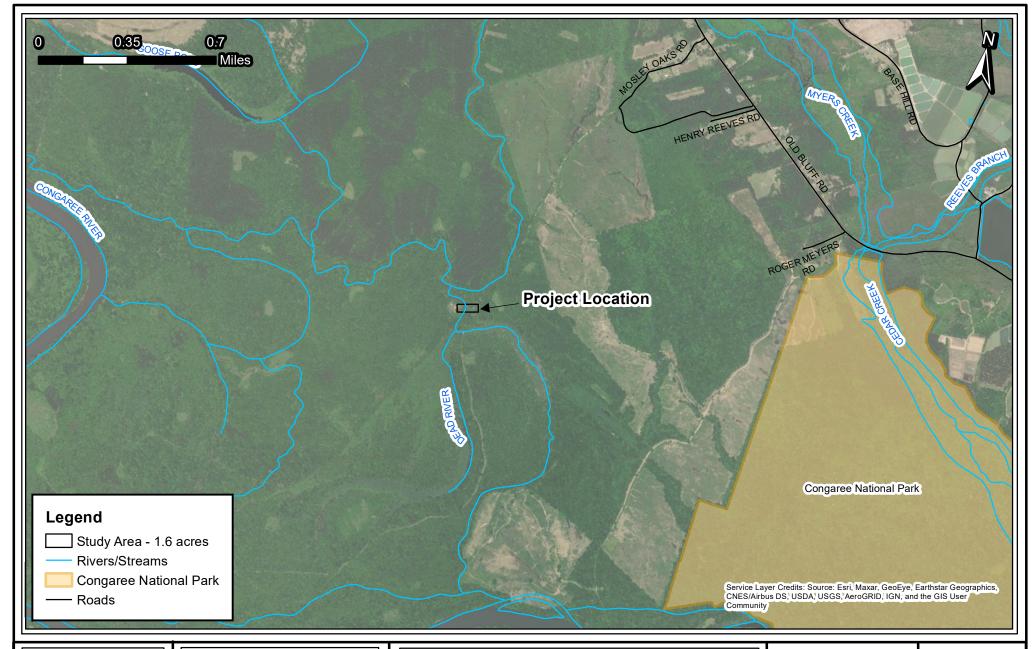
Scale:

1 in = 2 miles

Job No.:

21-117

Drawn By: Checked By: WCB







Project Vicinity Map

14ୟ iohlaରଥ County, South Carolina

Date:
January 30, 2022

1 in = 2,000 feet

Job No.:

21-117

Checked By: WCB Drawn By: CLB







Aerial Map

14ୟi**ୁ**ଜାନାର୍ଥ County, South Carolina

Date:
January 30, 2021

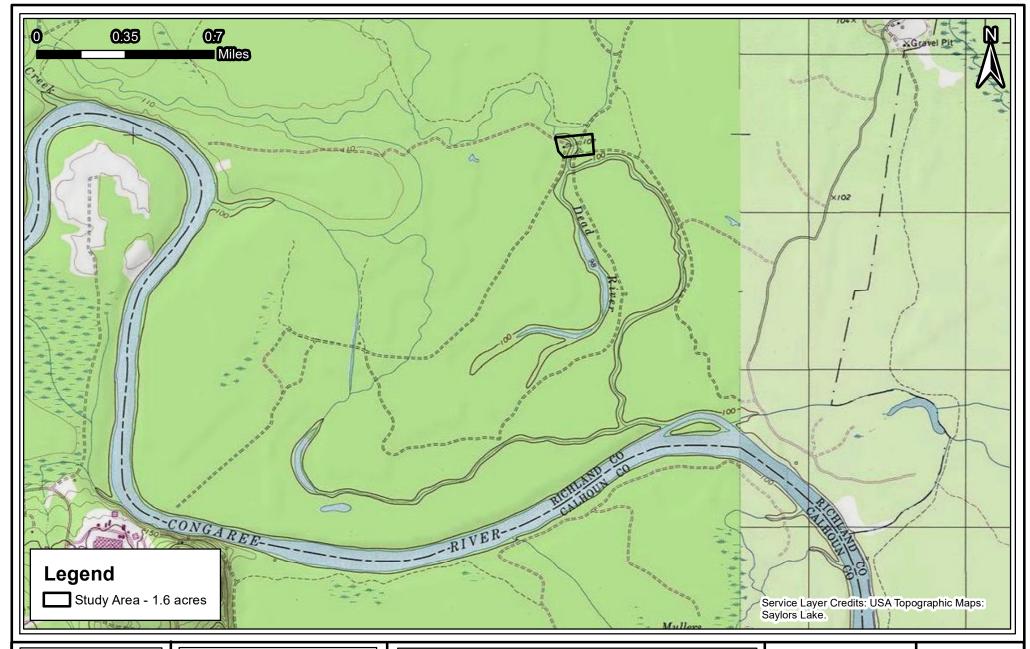
Scale:

1 in = 100 ft

Job No.:

21-117

Drawn By: Checked By: WCB







Topographic Map

15ୟiohlaରଥା County, South Carolina

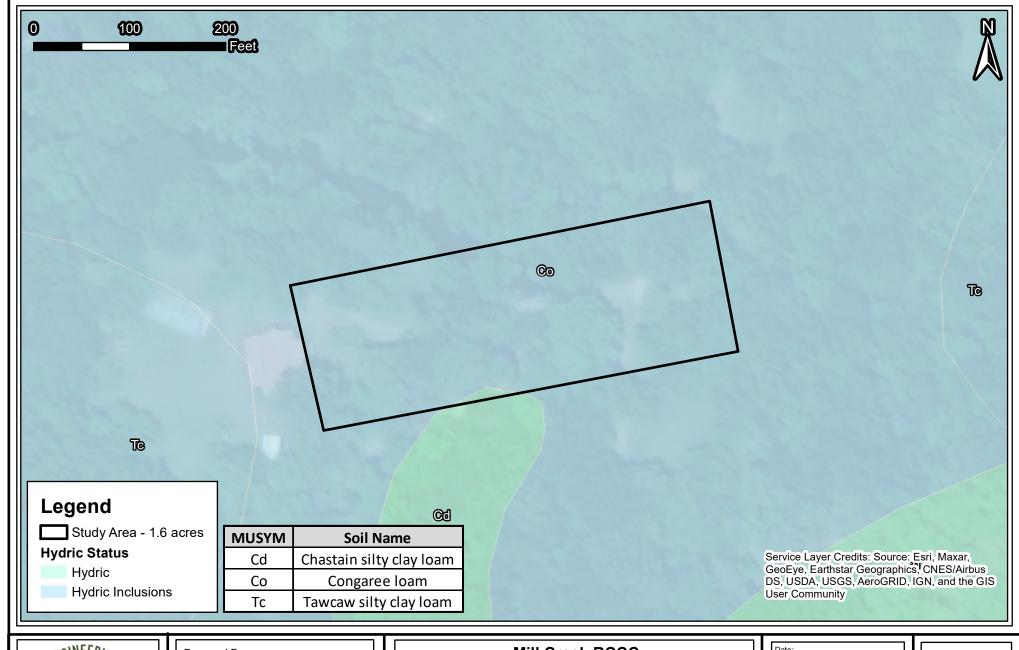
Date:
January 30, 2022

1 in = 2,000 feet

Job No.:

21-117

Drawn By: Checked By: WCB







Soil Survey Map

15 Rich (ଲିଖର) County, South Carolina

Date:	
January 30,	202

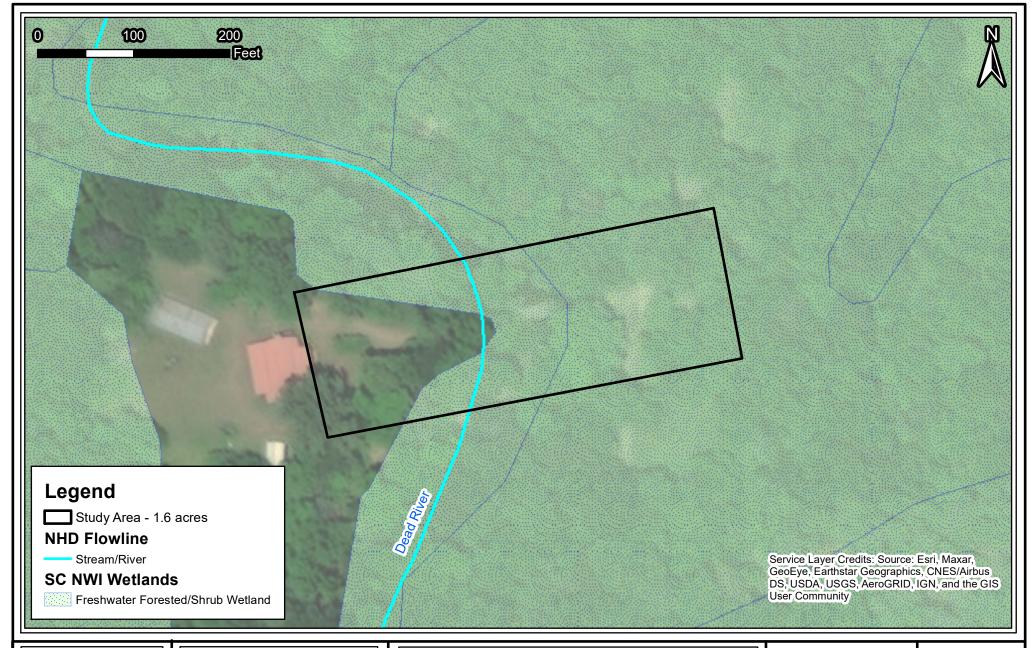
Scale:

1 in = 100 ft

Job No.:

21-117

Drawn By: Checked By: WCB







NWI & NHD Map

1512 ion 1389 County, South Carolina

Date:
January 30, 2021

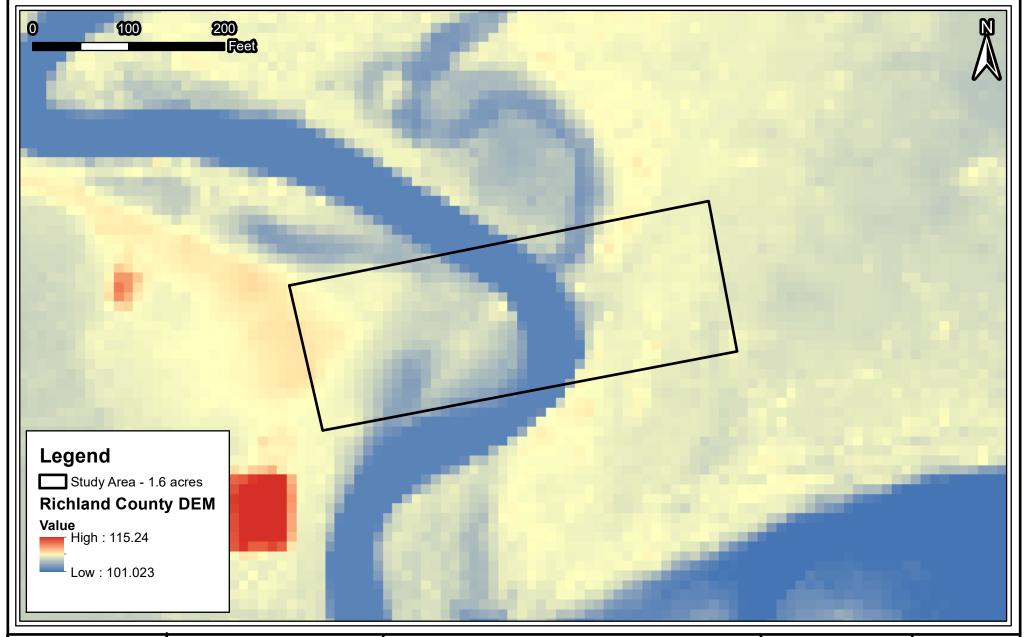
Scale:

1 in = 100 ft

Job No.:

21-117

Drawn By: Checked By: WCB







Digital Elevation Model Map

15ୟi**c**hlaରଥ County, South Carolina

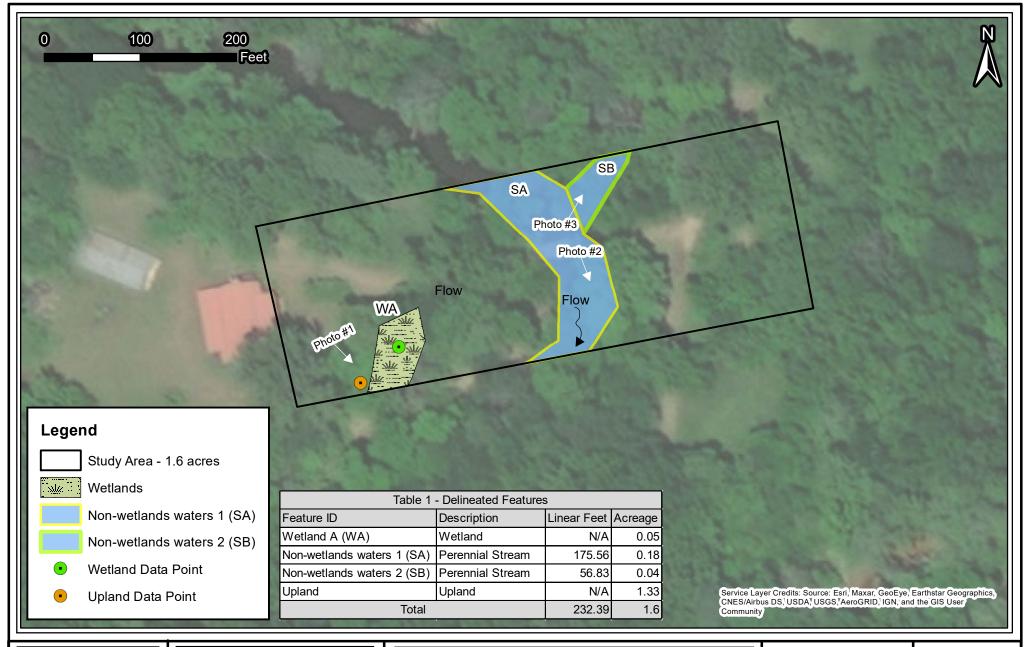
Date:
January 30, 202

Scale: 1 in = 100 ft

1 in = 100 ft

21-117

Drawn By: Checked By: WCB







Aquatic Resources Map

1574 iofhland County, South Carolina

Date:	
February 3,	2022

1 in = 80 feet

Job No.:

21-117

Drawn By: Checked By: WĆB CLB





Photo 1 WA Photo facing southeast

Photo 2 SA Photo facing south



Photo 3
SB
Photo facing northeast

U.S. Army Corps of Engineers

WETLAND DETERMINATION DATA SHEET – Atlantic and Gulf Coastal Plain Region

See ERDC/EL TR-07-24; the proponent agency is CECW-CO-R

OMB Control #: 0710-xxxx, Exp: Pending Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Mill Creek RCCC Bridge Repl	lacement	City/County: Saylors L	ake/Richland	Sampling Date: 07-27-21
Applicant/Owner: Richland County Cons	servation Commission		State: SC	Sampling Point: Up A
Investigator(s): Three Oaks Engineering	Sec	ction, Township, Range:	Saylors Lake, SC (202	
Landform (hillside, terrace, etc.): None		relief (concave, convex,		Slope (%): 2
Subregion (LRR or MLRA): LRR T	Lat: 33.832634	•	80.886588	Datum: NAD83
Soil Map Unit Name: Co - Congaree Loam			NWI classificat	
·	to tunical for this time of year?	Voc. V		
Are climatic / hydrologic conditions on the si				explain in Remarks.)
Are Vegetation, Soil, or Hydro			Circumstances" present	
Are Vegetation, Soil, or Hydro			plain any answers in R	•
SUMMARY OF FINDINGS – Attacl	n site map showing sai	mpling point locat	ions, transects, ir	nportant features, etc.
Hydrophytic Vegetation Present?	Yes X No	Is the Sampled Area		
Hydric Soil Present?	Yes No X	within a Wetland?	Yes	No_X_
Wetland Hydrology Present?	Yes No X			
Remarks:	·			
HYDROLOGY				
Wetland Hydrology Indicators:				(minimum of two required)
Primary Indicators (minimum of one is requ			Surface Soil Crac	
Surface Water (A1)	Aquatic Fauna (B13)			ed Concave Surface (B8)
High Water Table (A2)	Marl Deposits (B15) (LF		Drainage Patterns	, ,
Saturation (A3)	Hydrogen Sulfide Odor		Moss Trim Lines	` '
Water Marks (B1)	Oxidized Rhizospheres		Dry-Season Water	
Sediment Deposits (B2)	Presence of Reduced In Recent Iron Reduction in		Crayfish Burrows	on Aerial Imagery (C9)
Drift Deposits (B3) Algal Mat or Crust (B4)	Thin Muck Surface (C7)	, ,	Geomorphic Posi	
Iron Deposits (B5)	Other (Explain in Remai		Shallow Aquitard	
Inundation Visible on Aerial Imagery (E		11(3)	X FAC-Neutral Test	
Water-Stained Leaves (B9)	,,,		Sphagnum Moss	
Field Observations:			<u> </u>	(- / (
Surface Water Present? Yes	No X Depth (inches):			
Water Table Present? Yes	No X Depth (inches):			
Saturation Present? Yes	No X Depth (inches):		Hydrology Present?	Yes No X
(includes capillary fringe)				
Describe Recorded Data (stream gauge, m	onitoring well, aerial photos, p	previous inspections), if a	available:	
Remarks:				

VEGETATION (Five Strata) – Use scientific names of plants.

	Absolute	Dominant	Indicator	
Tree Stratum (Plot size: 30 ft)	% Cover	Species?	Status	Dominance Test worksheet:
Quercus michauxii	5	Yes	FACW	Number of Dominant Species
2. Liquidambar styraciflua	3	Yes	FAC	That Are OBL, FACW, or FAC: (A)
3.				Total Number of Dominant
4.				Species Across All Strata: 5 (B)
5				Percent of Dominant Species
6.				That Are OBL, FACW, or FAC: 80.0% (A/B)
	8	=Total Cover		Prevalence Index worksheet:
50% of total cover: 4	20%	of total cover:	2	Total % Cover of: Multiply by:
Sapling Stratum (Plot size: 30 ft)				OBL species 0 $x = 0$
Liquidambar styraciflua	5	Yes	FAC	FACW species 10 x 2 = 20
2.				FAC species 13 x 3 = 39
3.				FACU species 40 x 4 = 160
4.				UPL species 0 x 5 = 0
5.				Column Totals: 63 (A) 219 (B)
6.				Prevalence Index = $B/A = 3.48$
0		=Total Cover		Hydrophytic Vegetation Indicators:
500/ of babal account 0				
50% of total cover: 3	20%	of total cover:	1	1 - Rapid Test for Hydrophytic Vegetation
Shrub Stratum (Plot size: 30 ft)				X 2 - Dominance Test is >50%
Liquidambar styraciflua	5	Yes	FAC	3 - Prevalence Index is ≤3.0 ¹
2				Problematic Hydrophytic Vegetation ¹ (Explain)
3				
4.				
5.				¹ Indicators of hydric soil and wetland hydrology must
6				be present, unless disturbed or problematic.
	5	=Total Cover		Definitions of Five Vegetation Strata:
50% of total cover: 3		=Total Cover of total cover:	11	
50% of total cover: 3 Herb Stratum (Plot size: 30 ft)			1	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in.
			1 FACU	Tree – Woody plants, excluding woody vines,
Herb Stratum (Plot size: 30 ft) 1. Pasalum notatum	20%	of total cover:		Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH).
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Herb Stratum (Plot size: 30 ft) 1. Pasalum notatum 2. Arundinaria gigantea	20%	of total cover:	FACU	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines,
Herb Stratum (Plot size: 30 ft) 1. Pasalum notatum 2. Arundinaria gigantea 3. 4.	20%	of total cover:	FACU	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH.
Herb Stratum (Plot size: 30 ft) 1. Pasalum notatum 2. Arundinaria gigantea 3. 4. 5.	20%	of total cover:	FACU	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less
Herb Stratum (Plot size: 30 ft) 1. Pasalum notatum 2. Arundinaria gigantea 3. 4. 5. 6.	20%	of total cover:	FACU	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH. Shrub - Woody Plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height.
Herb Stratum (Plot size: 30 ft) 1. Pasalum notatum 2. Arundinaria gigantea 3. 4. 5. 6. 7.	20%	of total cover:	FACU	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH. Shrub - Woody Plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height. Herb – All herbaceous (non-woody) plants, including
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Herb Stratum (Plot size:	20% 40 5	Yes No	FACU	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH. Shrub - Woody Plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants, except woody vines, less than approximately 3
Herb Stratum (Plot size: 30 ft)	20% 40 5	Yes No	FACU	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH. Shrub - Woody Plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants, except woody vines, less than approximately 3 ft (1 m) in height.
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Herb Stratum (Plot size: 30 ft)	20% 40 5	Yes No	FACU	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH. Shrub - Woody Plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants, except woody vines, less than approximately 3 ft (1 m) in height.
Herb Stratum (Plot size: 30 ft)	20% 40 5	Yes No	FACU	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH. Shrub - Woody Plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants, except woody vines, less than approximately 3 ft (1 m) in height.
Herb Stratum (Plot size:30 ft) 1. Pasalum notatum 2. Arundinaria gigantea 3. 4. 5. 6. 7. 8. 9. 10. 11. 50% of total cover:	40 5 	Yes No Total Cover Total Cover of total cover:	FACU	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH. Shrub - Woody Plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants, except woody vines, less than approximately 3 ft (1 m) in height. Woody Vine – All woody vines, regardless of height.
Herb Stratum (Plot size: 30 ft	40 5 	Yes No Total Cover of total cover:	FACU FACW	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH. Shrub - Woody Plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants, except woody vines, less than approximately 3 ft (1 m) in height. Woody Vine – All woody vines, regardless of height.
Herb Stratum (Plot size: 30 ft)	40 5 5 45 3 20%	Yes No Total Cover Total Cover of total cover:	FACU FACW	Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH. Shrub - Woody Plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants, except woody vines, less than approximately 3 ft (1 m) in height. Woody Vine – All woody vines, regardless of height.

Sampling Point:

Up A

SOIL Sampling Point: Up A

Depth (inches)	Matrix		Redo	x Featur	es				
(11101100)	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²	Texture	Re	marks
0-2	7.5yr 5/4	100					Loamy/Clayey		
2-6	7.5yr 5/4	75	7.5yr 5/6	25		М	Loamy/Clayey		
2-0	7.5yi 5/4		7.5yi 5/6				Loamy/Olayey		
Type: C=Co	ncentration, D=Dep	oletion RM	=Reduced Matrix	MS=Ma	sked Sa	nd Grains	2 l ocation: F	L=Pore Lining, M	=Matrix
	ndicators: (Applic					na Orani		or Problematic F	
Histosol ((A1)		Thin Dark S	surface (S9) (LRF	R S, T, U)		uck (A9) (LRR O)	•
Histic Epi	pedon (A2)		Barrier Islar	nds 1 cm	Muck (S	S12)	2 cm Mu	uck (A10) (LRR S)
Black His	tic (A3)		(MLRA 1	53B, 153	3D)		Coast P	rairie Redox (A16)
Hydrogen	n Sulfide (A4)		Loamy Muc	ky Miner	ral (F1) (I	LRR O)	(outsi	de MLRA 150A)	
	Layers (A5)		Loamy Gley					d Vertic (F18)	
	Bodies (A6) (LRR P		Depleted M	•	•		•	de MLRA 150A,	,
	cky Mineral (A7) (L				` '				s (F19) (LRR P, T)
	esence (A8) (LRR L	J)	Depleted Da		` '			ous Bright Floodp	ain Soils (F20)
	ck (A9) (LRR P, T) Below Dark Surfac	co (Δ11)	Redox Depi		(ГО)		•	A 153B) rent Material (F21	\
	rk Surface (A12)	,c (A11)	Depleted O		1) (MI R	Δ 151)		allow Dark Surfac	
	airie Redox (A16) (I	MLRA 150						de MLRA 138, 15	, ,
	ucky Mineral (S1) (<u> </u>		-			slands Low Chror	
	eyed Matrix (S4)		Delta Ochri	•	, .			A 153B, 153D)	,
Sandy Re	edox (S5)		Reduced Ve	ertic (F18	8) (MLR	A 150A, 1	50B) Other (E	Explain in Remark	s)
Stripped I	Matrix (S6)		Piedmont F	loodplair	n Soils (F	19) (MLF	RA 149A)		
Dark Surf	face (S7) (LRR P, S	3, T, U)	Anomalous	Bright F	loodplair	Soils (F2	·		
	e Below Surface (S	8)	(MLRA 1	49A, 153	3C, 153D))	³ Indicate	ors of hydrophytic	vegetation and
(LRR S	s, T, U)		Very Shallo		,	,		nd hydrology mus	
			(MLRA 1	38, 152A	in FL, 1	154)	unles	s disturbed or pro	blematic.
	ayer (if observed)	:							
Type:	ches):						Hydric Soil Prese	nt? Yes	No X
Donth (in									NO A

U.S. Army Corps of Engineers

WETLAND DETERMINATION DATA SHEET – Atlantic and Gulf Coastal Plain Region See ERDC/EL TR-07-24; the proponent agency is CECW-CO-R OMB Control #: 0710-xxxx, Exp: Pending Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Mill Creek RCCC Bridge Repla	acement	City/County: Saylors L	ake/Richland	Sampling Date: 07-27-21
Applicant/Owner: Richland County Cons		· · · <u> </u>	State: SC	Sampling Point: WA
Investigator(s): Three Oaks Engineering	Sec	tion, Township, Range:	Saylors Lake, SC (202	20), 24K
Landform (hillside, terrace, etc.): None		relief (concave, convex,		Slope (%): 2
Subregion (LRR or MLRA): LRR T	Lat: 33.832717	•	80.886483	Datum: NAD83
	Lat. 00.002			tion: PFO1/2F
Soil Map Unit Name: Co - Congaree Loam		V V		
Are climatic / hydrologic conditions on the sit		Yes X		explain in Remarks.)
Are Vegetation, Soil, or Hydro			Circumstances" present	? Yes X No
Are Vegetation, Soil, or Hydro	ologynaturally problema	atic? (If needed, ex	plain any answers in Re	emarks.)
SUMMARY OF FINDINGS – Attach	ı site map showing san	npling point locati	ons, transects, in	portant features, etc.
Hydrophytic Vegetation Present?	Yes X No	Is the Sampled Area		
Hydric Soil Present?		within a Wetland?	Yes X	No
Wetland Hydrology Present?	Yes X No	***************************************		
Remarks:				
Tromano.				
HYDROLOGY				
Wetland Hydrology Indicators:				(minimum of two required)
Primary Indicators (minimum of one is requi			Surface Soil Crac	
Surface Water (A1)	Aquatic Fauna (B13)			ed Concave Surface (B8)
High Water Table (A2)	Marl Deposits (B15) (LR		Drainage Patterns	
Saturation (A3)	Hydrogen Sulfide Odor (•	Moss Trim Lines (•
Water Marks (B1)	Oxidized Rhizospheres of		Dry-Season Wate	
X Sediment Deposits (B2)	Presence of Reduced Iro		Crayfish Burrows	
Drift Deposits (B3) Algal Mat or Crust (B4)	Recent Iron Reduction in Thin Muck Surface (C7)	1 Tilled Solls (Co)		on Aerial Imagery (C9)
Iron Deposits (B5)	Other (Explain in Remark	ke)	X Geomorphic Posit	
Inundation Visible on Aerial Imagery (B		K3)	X FAC-Neutral Test	
Water-Stained Leaves (B9)	')		Sphagnum Moss	
Field Observations:				(20) (2:11:1)
Surface Water Present? Yes	No X Depth (inches):			
Water Table Present? Yes	No X Depth (inches):			
Saturation Present? Yes	No X Depth (inches):		Hydrology Present?	Yes X No
(includes capillary fringe)	' ' ' ' ' '		, · · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
Describe Recorded Data (stream gauge, mo	onitoring well, aerial photos, pr	evious inspections), if a	vailable:	
Remarks:				
	400	- £ 0.00		

VEGETATION (Five Strata) – Use scientific names of plants.

-	Absolute	Dominant	Indicator	
<u>Tree Stratum</u> (Plot size:)	% Cover	Species?	Status	Dominance Test worksheet:
Quercus michauxii	15	Yes	FACW	Number of Dominant Species
2. Liquidambar styraciflua	5	Yes	FAC	That Are OBL, FACW, or FAC: 6 (A)
3. Carya glabra	5	Yes	FACU	Total Number of Dominant
4.				Species Across All Strata: 8 (B)
5.				
6.				Percent of Dominant Species That Are OBL, FACW, or FAC: 75.0% (A/B)
o	25	=Total Cover		Prevalence Index worksheet:
50% of total cover:			5	
	.3 20 /0	of total cover:	5	
Sapling Stratum (Plot size: 30)	10	V	E4011	OBL species 0 x1 = 0
1. Carya glabra		Yes	FACU	FACW species 35 x 2 = 70
2. Liquidambar styraciflua	5	Yes	FAC	FAC species 38 x 3 = 114
3				FACU species15 x 4 =60
4.				UPL species 0 x 5 = 0
5				Column Totals: 88 (A) 244 (B)
6.				Prevalence Index = B/A = 2.77
	15	=Total Cover		Hydrophytic Vegetation Indicators:
50% of total cover:	8 20%	of total cover:	3	1 - Rapid Test for Hydrophytic Vegetation
Shrub Stratum (Plot size: 30)		5. 22 22		X 2 - Dominance Test is >50%
1. Liqustrum sinense	8	Yes	FAC	X 3 - Prevalence Index is ≤3.0 ¹
		163	170	
2				Problematic Hydrophytic Vegetation ¹ (Explain)
3.				
4				
5				¹ Indicators of hydric soil and wetland hydrology must be
6.				present, unless disturbed or problematic.
	8	=Total Cover		Definitions of Five Vegetation Strata:
50% of total cover:	4 20%	of total cover:	2	Tree – Woody plants, excluding woody vines,
Herb Stratum (Plot size: 30)				approximately 20 ft (6 m) or more in height and 3 in.
1. Carex sp.	20	Yes	FACW	(7.6 cm) or larger in diameter at breast height (DBH).
Chasmanthium latifolium	20	Yes	FAC	Continue Was de plante evaluding woody vince
3.			17.0	Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less
				than 3 in. (7.6 cm) DBH.
4				
5				Shrub - Woody Plants, excluding woody vines,
6.				approximately 3 to 20 ft (1 to 6 m) in height.
7				Herb – All herbaceous (non-woody) plants, including
				herbaceous vines, regardless of size, and woody
8.				herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3
8. 9.	<u> </u>			herbaceous vines, regardless of size, and woody
8. 9.				herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3
8. 9.		-Tatal Cover		herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3 ft (1 m) in height.
8. 9. 10. 11.		=Total Cover		herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3 ft (1 m) in height.
8. 9. 10. 11. 50% of total cover: 2		=Total Cover	8	herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3 ft (1 m) in height.
8			8	herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3 ft (1 m) in height.
8			8	herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3 ft (1 m) in height.
8			8	herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3 ft (1 m) in height.
8. 9. 10. 11. 50% of total cover: 2 Woody Vine Stratum (Plot size: 30) 1.			8	herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3 ft (1 m) in height.
8. 9. 10. 11. 50% of total cover: 2 Woody Vine Stratum (Plot size: 30) 1. 2. 3.			8	herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3 ft (1 m) in height.
8			8	herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3 ft (1 m) in height. Woody Vine – All woody vines, regardless of height.
8	20 20%	of total cover:	8	herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3 ft (1 m) in height. Woody Vine – All woody vines, regardless of height. Hydrophytic
8. 9. 10. 11. 50% of total cover: 2 Woody Vine Stratum (Plot size: 30) 1. 2. 3. 4.	20 20%			herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3 ft (1 m) in height. Woody Vine – All woody vines, regardless of height.

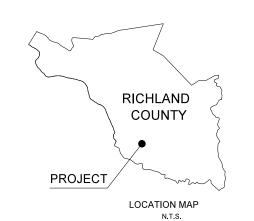
Sampling Point: WA

SOIL Sampling Point: WA

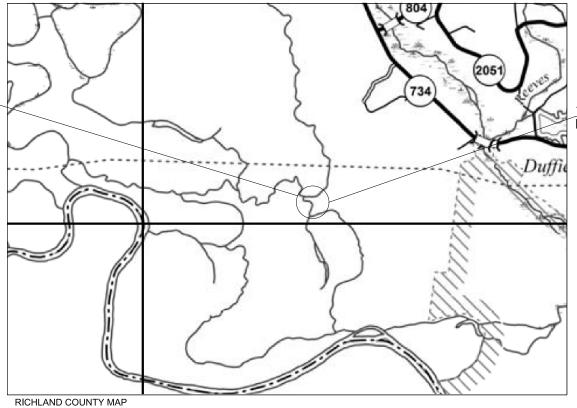
		o the dep				ator or co	onfirm the absence	of indicators.)		
Depth (inches)	Matrix Color (moist)	%	Color (moist)	k Featur %	Type ¹	Loc ²	Texture	Remarks		
(inches)			Color (Illoist)	70	Туре	LOC		Remarks		
0-2	7.5yr 5/4	100					Loamy/Clayey			
2-12	7.5yr 6/2	70	7.5yr 5/4	30		<u>M</u>	Loamy/Clayey			
¹ Type: C=Co	ncentration, D=Deple		-Reduced Matrix M		Led Sand		² Location:	PL=Pore Lining, M=Matrix.		
	ndicators: (Applicat					Giailis.		for Problematic Hydric Soils ³ :		
Histosol (Jie to all L	Thin Dark Su			S T III		Muck (A9) (LRR O)		
	ipedon (A2)		Barrier Island					Muck (A10) (LRR S)		
Black His			(MLRA 15			12)		Prairie Redox (A16)		
	n Sulfide (A4)		Loamy Muck			RR O)		side MLRA 150A)		
	Layers (A5)		Loamy Gleye	•	. , .		•	ed Vertic (F18)		
	Bodies (A6) (LRR P,	T. U)	X Depleted Ma					side MLRA 150A, 150B)		
	cky Mineral (A7) (LR I		Redox Dark					ont Floodplain Soils (F19) (LRR P, T)		
	esence (A8) (LRR U)		Depleted Da					alous Bright Floodplain Soils (F20)		
1 cm Mud	ck (A9) (LRR P, T)		Redox Depre	essions	(F8)		(MLF	RA 153B)		
Depleted	Below Dark Surface	(A11)	Marl (F10) (L	.RR U)			Red Pa	arent Material (F21)		
Thick Dar	rk Surface (A12)		Depleted Oc	hric (F1	1) (MLR /	151)	Very S	hallow Dark Surface (F22)		
Coast Pra	airie Redox (A16) (M	LRA 150A	.) Iron-Mangan	ese Ma	sses (F12	2) (LRR (O, P, T) (outs	side MLRA 138, 152A in FL, 154)		
Sandy Mu	ucky Mineral (S1) (LF	RR O, S)	Umbric Surfa	ice (F13	3) (LRR F	P, T, U)	Barrier	Islands Low Chroma Matrix (TS7)		
Sandy GI	eyed Matrix (S4)		Delta Ochric					RA 153B, 153D)		
Sandy Re			Reduced Ver	-				(Explain in Remarks)		
	Matrix (S6)		Piedmont Flo		-					
	face (S7) (LRR P, S,		Anomalous E	-						
	e Below Surface (S8)		(MLRA 14					tors of hydrophytic vegetation and		
(LRR S	s, T, U)		Very Shallow				wetland hydrology must be present,			
			(MLRA 13	8, 152A	in FL, 1	54)	unie	ss disturbed or problematic.		
Restrictive L Type:	ayer (if observed):									
Depth (in	ches).						Hydric Soil Prese	ent? Yes ^X No		
Remarks:							11,4110 00111 1001			
itelliaiks.										

DESCRIPTION SHEET NO. SHEET TITLE SHEET 2 QUANTITY SHEET 3 TYPICAL SECTION SHEET GENERAL NOTES SHEET 5A REFERENCE DATA SHEET 6 - 6A PLAN AND PROFILE SHEETS X1 – X3 CROSS SECTIONS TOTAL SHEETS 10





BRIDGE REPLACEMENT OVER MILL CREEK



100'-0" x 18'-0" CONCRETE BRIDGE FROM STA. 105+00.00 TO STA. 106+00.00

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA

STA. 104+10.00 TO STA. 106+38.65 (ROAD 1)

CALL 811

SOUTH CAROLINA 811 (SC811) WWW.SC811.COM ALL UTILITIES MAY NOT BE A MEMBER OF SC811

> RAILROAD INVOLVEMENT? YES (NO

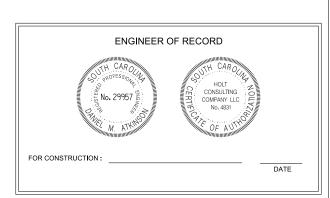
LAYOU'
50.5

	ROAD 1	ROAD 2	TOTAL (MILES)
NET LENGTH OF ROADWAY	0.024	0.013	0.037
NET LENGTH OF BRIDGES	0.019	_	0.019
NET LENGTH OF PROJECT	0.043	0.013	0.056
LENGTH OF EXCEPTIONS	-	_	_
GROSS LENGTH OF PROJECT	0.043	0.013	0.056

EQUALITIES IN STATIONING: NONE

NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE RELEASE OF THE FINAL RFP.





SCENT SUMMARY OF ESTIMATED QUANTITIES - CONSTRUCTION PLANS REVIEW

FED. RD. DIV. NO.	STATE	COUNTY	PROJECT ID	ROUTE/ROAD NO.	SHEET NO.
3	SC	RICHLAND	-	-	2

ITEM NO.	PAY ITEM	COMPUTED QUANTITY	INCIDENTAL QUANTITY	PAY UNIT
1031000	MOBILIZATION	1.000		LS
2011000	CLEARING & GRUBBING WITHIN RIGHT OF WAY	1.000		LS
2031200	SITE EXCAVATION	1.000		LS
3050106	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	260.000		SY
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	12.000		SF
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	52.000		LF
8100100	PERMANENT COVER	0.100		AC
8131000	SODDING	0.520		MSY
8152007	SEDIMENT TUBES FOR DITCH CHECKS	100.000		LF
0450000		550,000		1.5
8153000 8153090	SILT FENCE REPLACE/REPAIR SILT FENCE	550.000 55.000		LF LF
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	138.000		LF
0101000	THE WALL OF SIZE FREITHER BY SIZE FERRE	100.000		
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ITEM NO.	PAYITEM		COMPU QUANT	TED TTY	INC	IDENTAL JANTITY	PAY UNIT
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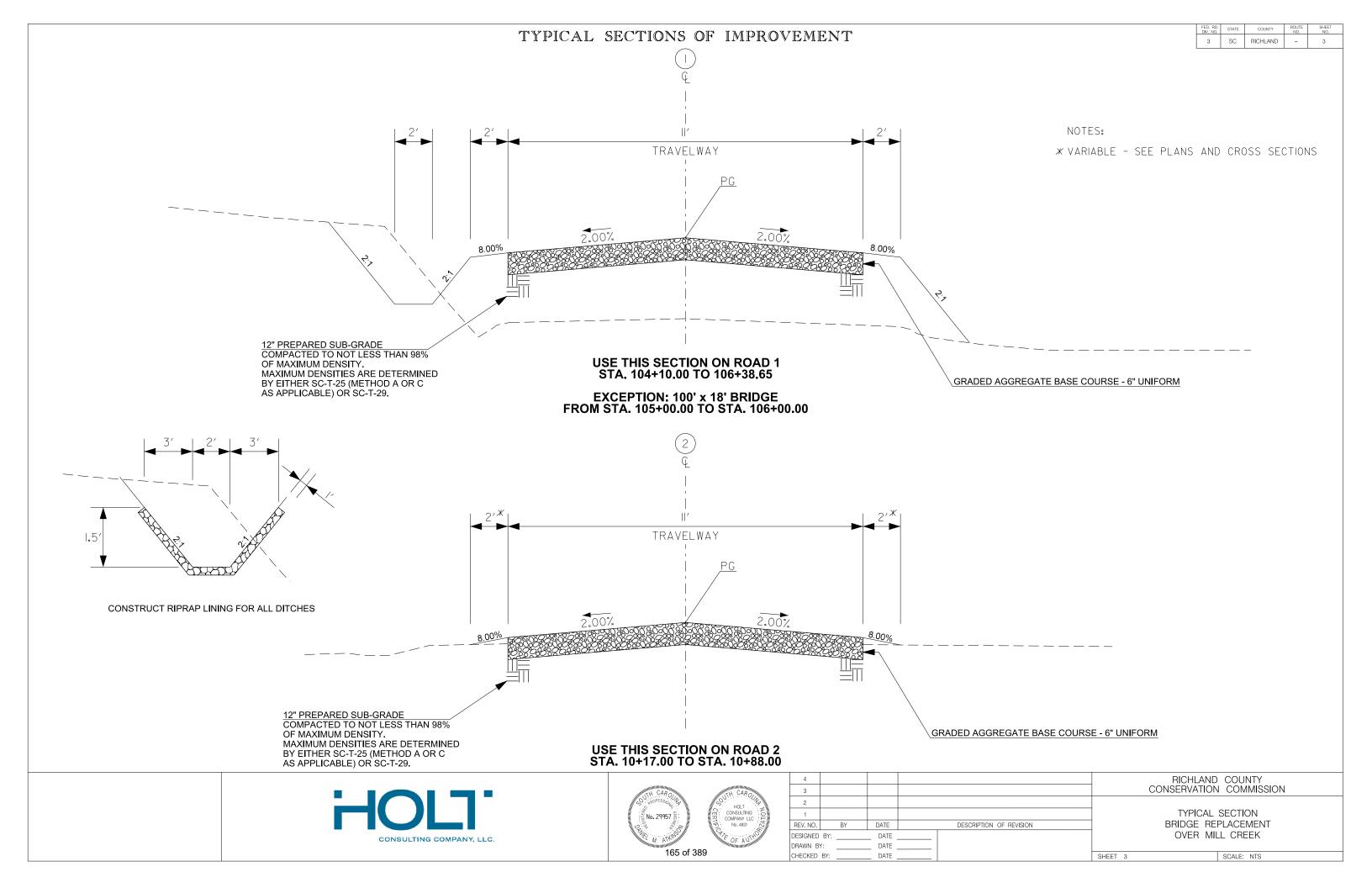


4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DESIGNED	BY:	DATE	
DRAWN B	Y:	_ DATE .	
CHECKED	BY:	DATE	

RICHLAND COUNTY CONSERVATION COMMISSION

> QUANTITY SHEET BRIDGE REPLACEMENT OVER MILL CREEK

SHEET 2 SCALE: NTS



GENERAL CONSTRUCTION NOTES

- THIS PROJECT WILL CONSIST OF THE GRADING, DRAINAGE AND CONSTRUCTION OF APPROXIMATELY 140 LF OF ROADWAY, LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA.
- HORIZONTAL AND VERTICAL SURVEYS WERE PERFORMED BY SEPI, INC. AND ARE BASED ON NAD 83 STATE PLANE COORDINATES AND NAVD 88 ELEVATIONS SHOWN AT CONTROL POINTS AND BENCHMARKS ON THE PLANS.
- CLEARING & GRUBBING OPERATIONS WILL BE PERFORMED ONLY IN THE IMMEDIATE AREA NECESSARY FOR THE CONSTRUCTION OF THE ROADWAY AND ALL WORK ASSOCIATED WITH THE PROJECT 3.
- DISTURBED AREAS WILL BE RE-SEEDED AS SOON AS POSSIBLE FOLLOWING COMPLETION OF CONSTRUCTION ACTIVITIES IN THAT LOCATION. ALL SEEDED AREAS WILL BE FERTILIZED, RESEEDED, AND MULCHED AS NECESSARY OR AS DIRECTED BY THE ENGINEER TO ACHIEVE AN EROSION-RESISTANT VEGETATIVE COVER. METHOD "C" SHALL BE USED ON THIS PROJECT IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, SECTION, 910 4127
- CLEANING OF EXISTING OUTFALLS SHALL BE PAID FOR UNDER CLEARING AND GRUBBING.
- THE COST FOR CONSTRUCTION STAKES, LINES AND GRADES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND INCLUDED IN THE COST FOR OTHER ITEMS.
- THE CONTRACTOR SHALL REMOVE ALL SEDIMENT AND DEBRIS FROM ALL PIPES WITHIN THE PROJECT LIMITS UPON COMPLETION OF THE WORK.
- ALL EXISTING ROADWAY SIGNAGE AFFECTED BY CONSTRUCTION ACTIVITIES SHALL BE RELOCATED, REUSED OR REPLACED AS INDICATED ON THE PLANS OR AS DEEMED NECESSARY TO PERFORM THE WORK. IF ROADWAY REMAINS OPEN TO TRAFFIC DURING CONSTRUCTION, ALL SIGNS THAT ARE TO BE RELOCATED SHALL BE ERECTED IN A TEMPORARY MANNER THAT DOES NOT IMPEDE TRAFFIC FLOW. ANY SIGN MESSAGE THAT CONFLICTS WITH THE CONSTRUCTION TRAFFIC CONTROL SIGNAGE SHALL BE COVERED OR TEMPORARILY REMOVED.
- THE CONTRACTOR SHALL ADHERE TO THE WEIGHT LIMITS PRESCRIBED ON SCDOT/COUNTY MAINTAINED ROADS
 FOR HAULING EQUIPMENT AND/OR MATERIALS TO AND FROM THIS SITE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES TO
 THE ROADS AND/OR UTILITIES DUE TO NONCOMPLIANCE OF WEIGHT LIMIT REGULATIONS.
- THE RICHLAND COUNTY DEPARTMENT OF TRANSPORTATION AND/OR THEIR CONSULTANT MUST SPECIFICALLY AUTHORIZE CHANGES INVOLVING INCREASED COST OF PROJECT OR CHANGES IN ALIGNMENT
- THE CONTRACTOR SHALL GRADE FOR POSITIVE DRAINAGE IN CONFORMANCE WITH THE PROPOSED DRAINAGE PATTERNS ON THE PLANS.
- THE CONTRACTOR MUST NOT OCCUPY ANY NON-PERMITTED WETLAND AREAS

UTILITY INFORMATION

- THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE UTILITIES INFORMATION SHOWN ON THE DRAWINGS. IT IS THEREFORE THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM THAT THE PROPER COORDINATION WITH THE VARIOUS UTILITY OWNERS HAS BEEN PERFORMED.
- THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY OWNERS DURING RELOCATION OPERATIONS. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY WHETHER SHOWN ON THE DRAWINGS OR LOCATED BY THE UTILITY COMPANY. COST OF DAMAGES TO ANY UTILITIES AS A RESULT OF CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



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- IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
- STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
 -WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 -WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
- ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EYERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
- PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED. TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION, FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE SEDIMENT BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
- ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
- THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
- RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 ET SEQ. AND SCRIO0000.
- TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
- WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A SO-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WAS. A DOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WAS.
- LITTER CONSTRUCTION DEBRIS, OILS FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
- A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
- INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:IV OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
- MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
- MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE;
- MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE RMPS
- THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 -WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL; FOR THIS PROJECT, NO CONCRETE WASHOUTS TO BE ALLOWED WITHIN PROJECT LIMITS; CONTRACTOR TO COORDINATE FOR APPROPRIATE OFFSITE LOCATION.
 -WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
 -FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
 -SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
- AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
- IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
- A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERECE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

CONSTRUCTION SEQUENCE

RECEIVE NPDES COVERAGE FROM DHEC.
PRE-CONSTRUCTION MEETING (ON SITE IF MORE THAN 10 ACRES DISTURBED AND NON-LINEAR).
NOTITY RICHLAND COUNTY PUBLIC WORKS 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES.
INSTALLATION OF CONSTRUCTION ENTRANCES.
CLEARING AND GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE).
CLEARING AND GRUBBING ONLY IN AREAS OF BASINS/TRAPS/PONDS.
INSTALLED AS SHOWN ON THE DETAILS BEFORE PROCEEDING TO NEXT STEP; AREAS DRAINING TO THESES STRUCTURES MUST BE COMPLETELY
INSTALLED AS SHOWN ON THE DETAILS BEFORE PROCEEDING TO NEXT STEP; AREAS DRAINING TO THESE STRUCTURES CANNOT BE DISTURBED UNTIL
THE STRUCTURES AND DIVERSIONS TO THE STRUCTURES ARE COMPLETELY INSTALLED).
CLEARING AND GRUBBING OF SITE OR DEMOLITION (SEDIMENT AND EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED).
ROUGH GRADING.
FINE GRADING, PAVING, ETC.
PERMANENT/FINAL STABILIZATION.
CLEAN-OUT OF DETENTION BASINS THAT WERE USED AS SEDIMENT CONTROL STRUCTURES AND RE-GRADING OF DETENTIONS; IF NECESSARY, MODIFICATION
OF SEDIMENT BASIN RISER TO CONVERT TO DETENTION BASIN OUTLET STRUCTURE.
REMOVAL OF TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED (THE
DEPARTMENT RECOMMENDS THAT THE PROJECT OWNER/OPERATOR HAVE THE SWPPP PREPARER OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL
OF TEMPORARY STRUCTURES MAINTENANCE OF ALL SEDIMENT AND EROSION CONTROL MEASURES MUST CONTINUE UNTIL THE SITE IS PERMANENTLY
STABILIZED AND THE CONTROLS ARE REMOVED.
PERFORM AS-BUILT SURVEYS OF ALL DETENTION STRUCTURES AND SUBMIT TO DHEC OR MS4 FOR ACCEPTANCE.
SUBMIT NOTICE OF TERMINATION (NOT) TO DHEC AS APPROPRIATE.

CONSULTING COMPANY, LLC.



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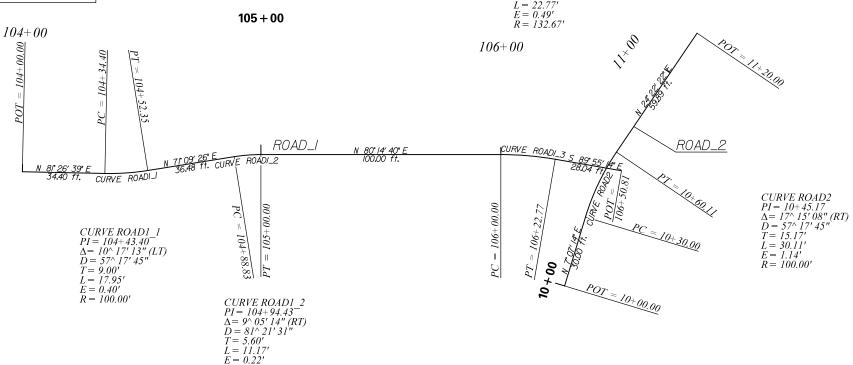
RICHLAND COUNTY CONSERVATION COMMISSION GENERAL NOTES BRIDGE REPLACEMENT OVER MILL CREEK

SHEET 5 SCALE: NTS

Beginning chain ROAD_1 description Point CL10 N 727,508.7434 E 2,034,460.5248 Sta 104+00.00 Course from CL10 to PC ROAD1_1 N 81° 26' 39.16" E Dist 34.3953 Curve Data Curve ROAD1 1 P.I. Station 104+43.40 N 727,515.1996 E 2,034,503.4384 Delta = 10° 17' 12.94" (LT) Degree = 57° 17' 44.81" Tangent = 9.0012 Length = Radius = 100.0000 External = 0.4043 Long Chord = 17.9300 Mid. Ord. = 0.4027 104+34.40 N 727,513.8605 E 2,034,494.5374 P.C. Station P.T. Station 104+52.35 N 727,518.1067 E 2,034,511.9573 C.C. N 727,612.7476 E 2,034,479.6601 Back = N 81° 26' 39.16" E Ahead = N 71° 09' 26.23" E Chord Bear = N 76° 18' 02.70" E Course from PT ROAD1_1 to PC ROAD1_2 N 71° 09' 26.23" E Dist 36.4812 Curve Data Curve ROAD1_2 P.I. Station 104+94.43 N 727,531.6966 E 2,034,551.7799 Delta = 9° 05' 14.26" (RT) Degree = 81° 21' 31.31" Tangent = Length = 11.1694 Radius = 70.4237 External = 0.2220 Long Chord = 11.1577 Mid. Ord. = 0.2213 104+88.83 N 727,529.8891 E 2,034,546.4834 P.C. Station P.T. Station 105+00.00 N 727,532.6449 E 2,034,557.2955 C.C. N 727,463.2395 E 2,034,569.2282 Back = N 71° 09' 26.23" E Ahead = N 80° 14' 40.49" F Chord Bear = N 75° 42' 03.36" E Course from PT ROAD1_2 to PC ROAD1_3 N 80° 14' 40.49" E Dist 100.0000 Curve ROAD1_3 P.I. Station 106+11.41 N 727,551.5232 E 2,034,667.0984 Delta = 9° 50' 05.35" (RT) Degree = 43° 11' 17.79" Tangent = 11.4140 Length = 22,7720 Radius = 132.6651 External = 0.4901 Long Chord = 22.7440 Mid. Ord. = 0.4883 P.C. Station 106+00.00 N 727,549.5892 E 2,034,655.8495 P.T. Station 106+22.77 N 727,551.5074 E 2,034,678.5124 C.C. N 727,418.8424 E 2,034,678.3286 Back = N 80° 14' 40.49" E Ahead = S 89° 55' 14.16" E Chord Bear = N 85° 09' 43.16" E Course from PT ROAD1_3 to CL11 S 89° 55' 14.16" E Dist 28.0403 Point CL11 N 727,551.4685 E 2,034,706.5527 Sta 106+50.81 Ending chain ROAD_1 description

Beginning chain ROAD_2 description Point CL20 N 727.500.1328 E 2.034.691.3183 Sta 10+00.00 Course from CL20 to PC ROAD2 N 7° 07' 14.16" E Dist 30.0000 Curve Data Curve ROAD2 P.I. Station 10+45.17 N 727,544.9545 E 2,034,696.9176 Delta = 17° 15' 07.81" (RT) Degree = 57° 17' 44.81" Tangent = 15.1701 Length = 30.1107 100.0000 Radius = External = 1.1441 29.9971 Long Chord = Mid. Ord. = 1.1312 P.C. Station 10+30.00 N 727,529.9014 E 2,034,695.0371 P.T. Station 10+60.11 N 727,558.7727 E 2,034,703.1778 C.C. N 727,517.5056 E 2,034,794.2658 Back = N 7° 07' 14.16" E Ahead = N 24° 22' 21.97" E Chord Bear = N $15^{\circ} 44' 48.07'' E$ Course from PT ROAD2 to CL21 N 24° 22' 21.97" E Dist 59.8893 Point CL21 N 727,613.3247 E 2,034,727.8925 Sta 11+20.00 ______ Ending chain ROAD_2 description

 $\begin{array}{c} CURVE\ ROADI\ 3\\ PI=|06+|1/4|^{-}\\ \Delta=9^{\circ}80^{\circ}08^{\circ}(RT)\\ D=43^{\circ}1/18^{\circ}\\ I=22.77^{\circ}\\ E=0.49^{\circ}\\ E=0.49^{\circ}\\ R=132.67^{\circ}\\ \end{array}$









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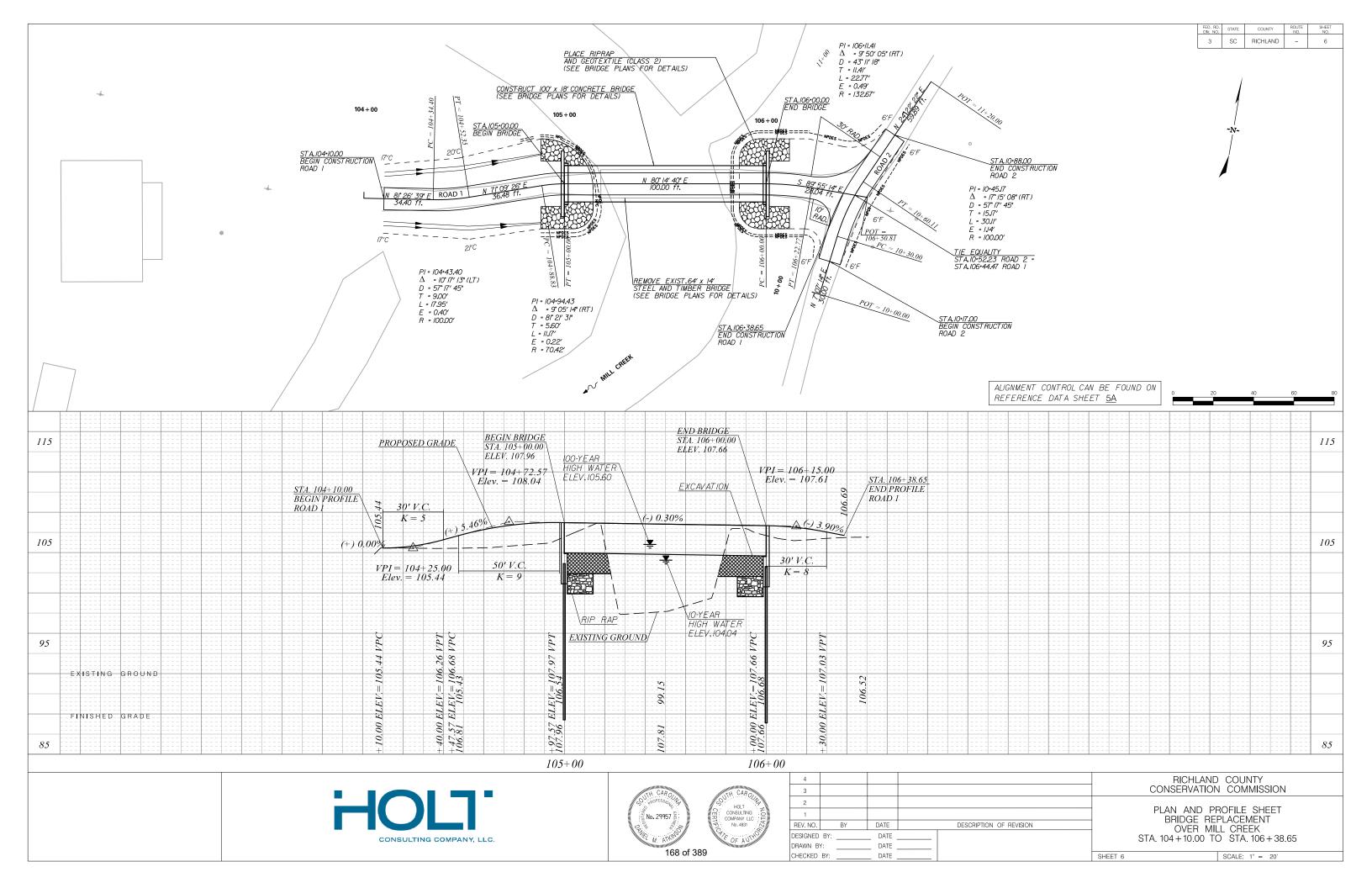
RICHLAND COUNTY CONSERVATION COMMISSION

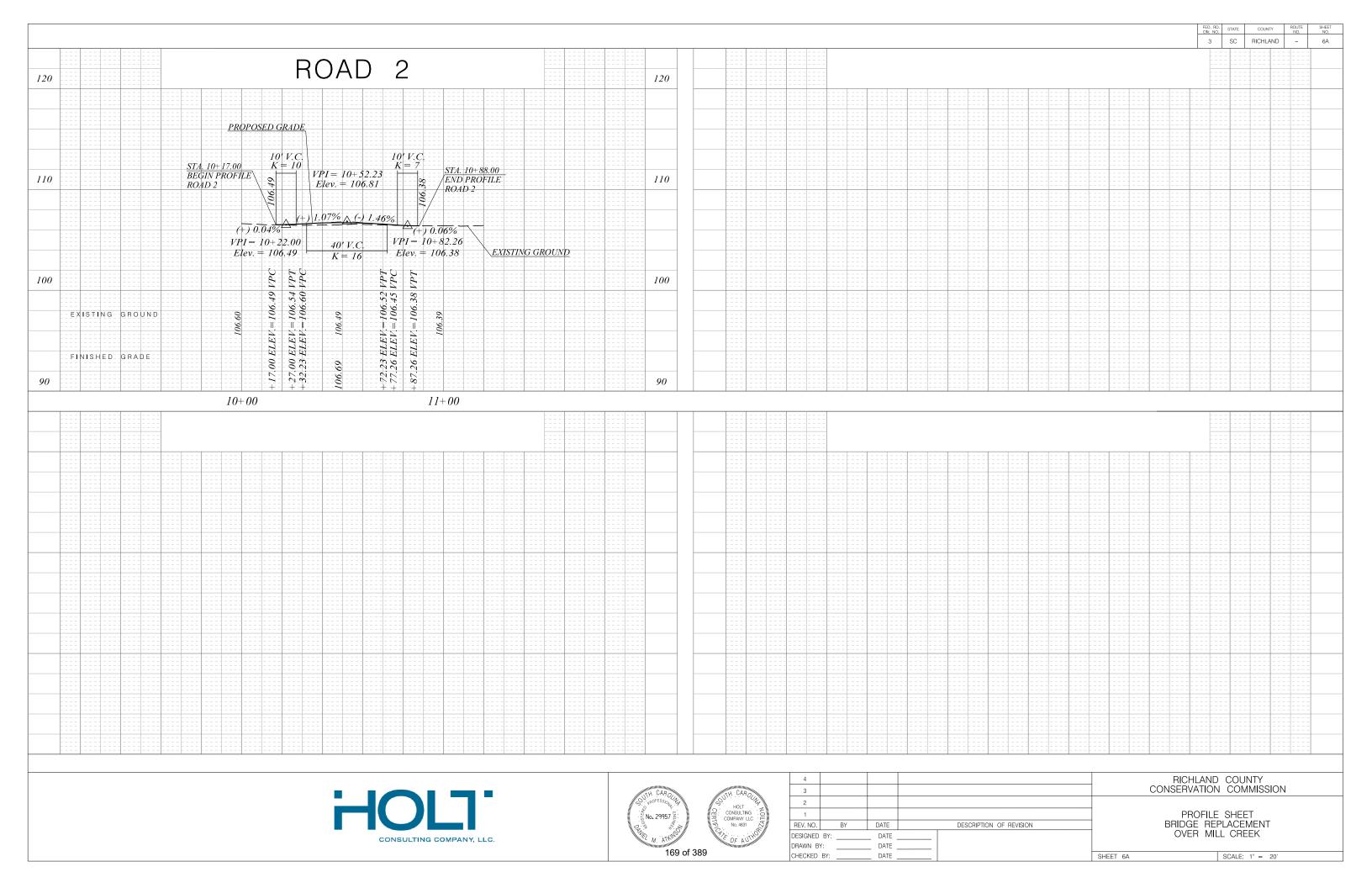
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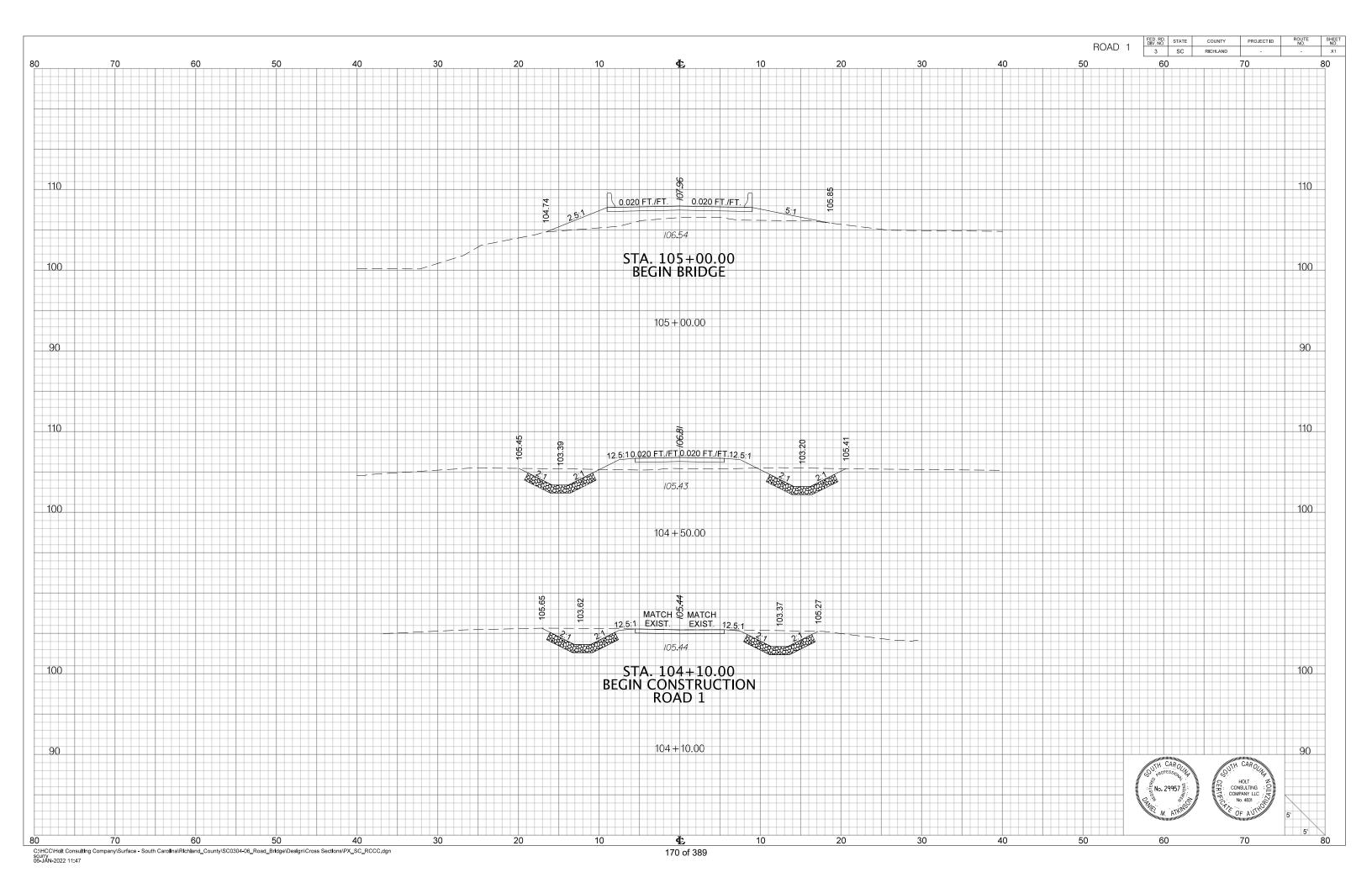
RICHLAND

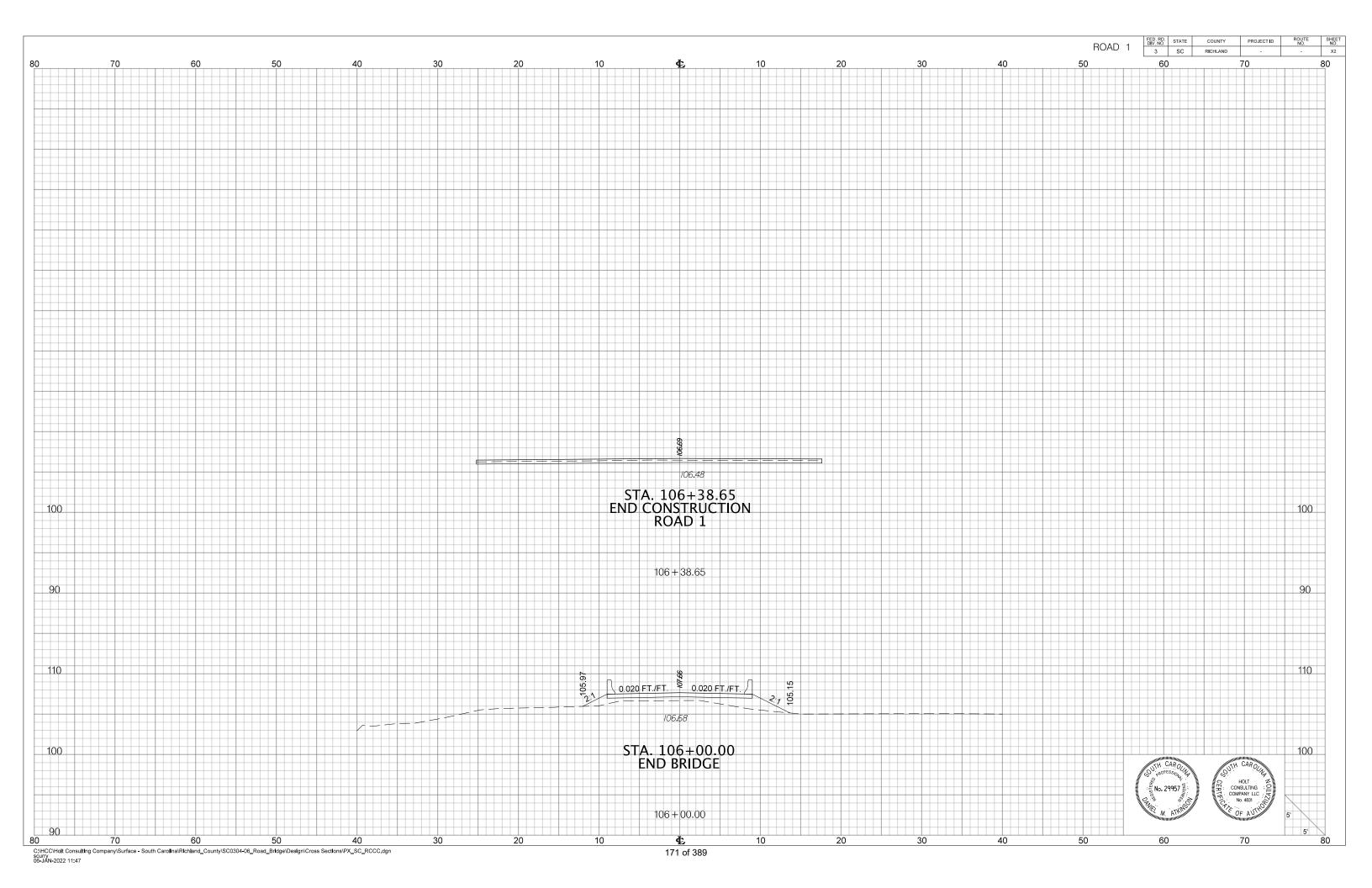
REFERENCE DATA SHEET BRIDGE REPLACEMENT OVER MILL CREEK

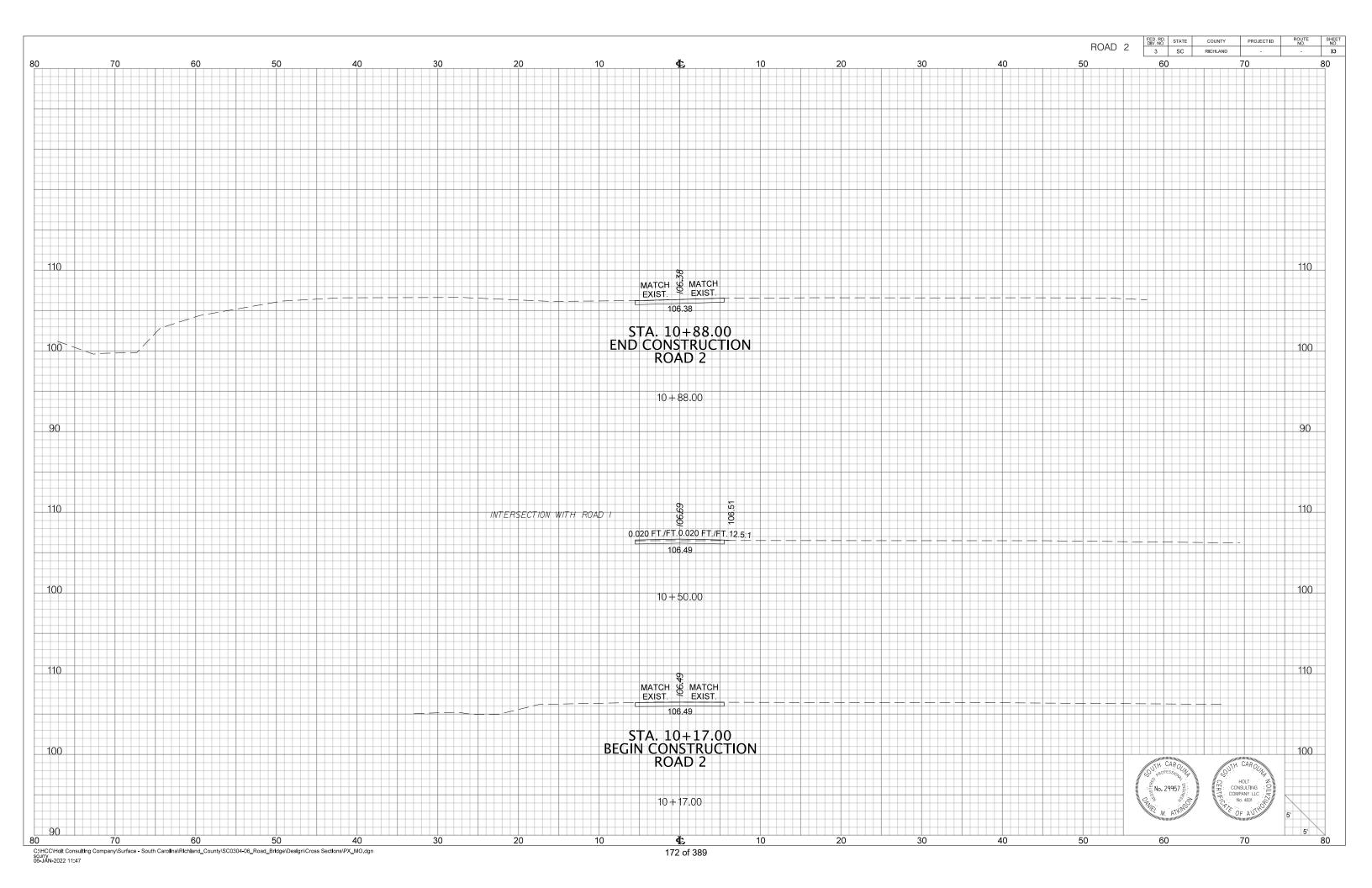
SHEET 5A SCALE: 1" = 20'











BIOLOGICAL EVALUATION RICHLAND COUNTY CONSERVATION COMMISION BRIDGE REPLACEMENT RICHLAND COUNTY, SC



Prepared For:



Prepared By:



Prepared on behalf of:



February 2022

Table of Contents

SECTION 1.0 INTRODUCTION	5
1.1 Project Description	5
SECTION 2.0 AGENCY CONSULTATION HISTORY	6
SECTION 3.0 FEDERALLY LISTED SPECIES AND CRITICAL HABITAT	7
3.1 Birds	8
American wood stork (<i>Mycteria americana</i>) – Threatened	8
Bald eagle (Haliaeetus leucocephalus) – BGEPA	8
Red-cockaded woodpecker (Picoides borealis) – Threatened	9
3.2 Fish	9
Shortnose sturgeon (Acipenser brevirostrum) – Endangered	9
3.3 Insects	10
Monarch butterfly (<i>Danaus plexippus</i>) – Candidate	10
3.4 Plants	10
Canby's dropwort (Oxypolis canbyi) – Endangered	10
Rough-leaved loosestrife (Lysimachia asperulaefolia) - Endangered	11
Smooth coneflower (<i>Echinacea laevigata</i>) – Endangered	11
SECTION 4.0 ENVIRONMENTAL BASELINE	12
4.1 Upland Habitats	12
Forested Uplands	12
4.2 Wetland and Open Water Habitats	13
Riverine Systems	13
Palustrine Forested Wetlands	13
4.2 WATER QUALITY	13
SECTION 5.0 ALTERNATIVES ANALYSIS	14
SECTION 6.0 PROPOSED ACTION	15
6.1 Construction Activities and Potential Impacts or Effects	15
6.1.1 Site Preparation	15
Potential Habitat Impacts	15
6.1.2 Borrow Pits and Disposal Areas	15
Potential Habitat Impacts	15
6.1.3 Bridge Removal	16

	Potential Habitat Impacts	16
	6.1.4 Bridge Construction	16
	Potential Habitat Impacts	16
SE	CTION 7.0 EFFECTS ANALYSIS	17
7	7.1 Birds	17
	7.1.1 American wood stork (<i>Mycteria americana</i>) – Threatened	17
	Effect Determination	17
	7.1.2 Bald eagle (Haliaeetus leucocephalus) – BGEPA	17
	Effect Determination	17
	7.1.3 Red-cockaded woodpecker (<i>Picoides borealis</i>) – Threatened	17
	Effect Determination	18
7	7.2 Fish	18
	7.2.1 Shortnose sturgeon (Acipenser brevirostrum) – Endangered	18
	Effect Determination	18
7	7.3 Insects	18
	7.3.1 Monarch butterfly (<i>Danaus plexippus</i>) – Candidate	18
	Effect Determination	18
7	7.4 Plants	18
	7.4.1 Canby's dropwort (<i>Oxypolis canbyi</i>) - Endangered	18
	Effect Determination	18
	7.4.2 Rough-leaved loosestrife (<i>Lysimachia asperulaefolia</i>) – Endangered	18
	Effect Determination	19
	7.4.3 Smooth coneflower (<i>Echinacea laevigata</i>) – Endangered	19
	Effect Determination	19
SE	CTION 8.0 CONSERVATION MEASURES	20
8	3.1 Erosion, Sediment, and Turbidity Control	20
8	3.2 Permitting Requirements	20
8	3.3 Recommended Environmental Commitments	20
SE	CTION 9.0 CONCLUSIONS	21
SE	CTION 10.0 REFERENCES CITED	22
ΑP	PENDIX A	25
ΑP	PENDIX B	26
ΑP	PENDIX C	27

APPENDIX D	28
APPENDIX E	29

SECTION 1.0 INTRODUCTION

The Richland County Conservation Commission proposes to replace a deficient bridge over an un-named tributary (UT) to Dead River that is a tributary to the Congaree River (Figure 1, Appendix A). The proposed project will be funded by Richland County. The purpose of this Biological Evaluation (BE) is to identify the presence, or potential presence, and document potential project related effects to federally protected species known to occur in Richland County, within or adjacent to the project study area (PSA) and the construction footprint associated with the proposed project.

The existing bridge is located entirely on property owned by Richland County and provides access to the Mill Creek Mitigation Bank. The PSA that is being evaluated is rectangular in shape and encompasses approximately 1.6 acres (Figure 2, Appendix A). The PSA is 450 feet long and 160 feet wide.

1.1 Project Description

The proposed project will remove the existing bridge that consists of wooden piles driven into the UT substrate with four timber bents, steel girders, and a wooden deck (refer to site photographs in Appendix B). The approach road is unpaved.

The replacement bridge will consist of a concrete flat-slab bridge that spans the stream, and minor approach road improvements will be made.

SECTION 2.0 AGENCY CONSULTATION HISTORY

The purpose of this document is to satisfy the consultation requirements under the NEPA and Section 7 of the Endangered Species Act (ESA). No direct coordination or consultation with either the US Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS) has taken place to date.

SECTION 3.0 FEDERALLY LISTED SPECIES AND CRITICAL HABITAT

A list of protected species known to occur in Richland County was obtained from the Charleston Field Office of the USFWS website (USFWS 2022a). The list was last updated by the USFWS on August 31, 2021 (Appendix C). A literature review was completed for each of the listed species to determine their description and habitat requirements. The South Carolina Department of Natural Resources (SCDNR) and USFWS species descriptions and articles were referenced. SCDNR's SC Natural Heritage Species Reviewer (SCDNR 2022), and the Mill Creek Mitigation Bank banking instrument document were utilized to determine known occurrences of the listed species near the PSA.

Federally protected species known to occur in Richland County are presented in Table 3.1.

Table 3.1 Richland County Federally Protected Species				
Common Name	Federal Protection Status	Scientific Name		
Amphibians				
Chamberlain's dwarf salamander	At-Risk-Species	Eurycea chamberlaini		
Bird Species				
American wood stork	Threatened	Mycteria americana		
Bald eagle	BGEPA	Haliaeetus leucocephalus		
Red-cockaded woodpecker	Threatened	Picoides borealis		
Crustaceans				
Broad River spiny crayfish	At-Risk-Species	Cambarus spictus		
Fish Species				
Robust redhorse	At-Risk-Species	Moxostoma robustum		
Shortnose sturgeon	Endangered	Acipenser brevirostrum		
Insect Species				
Monarch butterfly	Candidate	Danaus plexippus		
Mammal Species				
Little brown bat	At-Risk-Species	Myotis lucifugus		
Tri-colored bat	At-Risk-Species	Perimyotis subflavus		
Plant Species				
Bog spicebush	At-Risk-Species	Lindera subcoriacea		
Canby's dropwort	Endangered	Oxypolis canbyi		
Carolina-birds-in-a-nest	At-Risk-Species	Macbridea caroliniana		
Ciliate-leaf tickseed	At-Risk-Species	Coreopsis integrifolia		
Georgia aster	At-Risk-Species	Symphyotricum georgianum		
Purple balduina	At-Risk-Species	Balduina atropurpurea		
Rough-leaved loosestrife	Endangered	Lysimachia asperulaefolia		
Smooth coneflower	Endangered	Echinacea laevigata		

3.1 Birds

American wood stork (Mycteria americana) – Threatened

American wood storks are large wading birds standing about 45 inches tall with white plumage except on the black trailing edges of the wings. The head and neck are unfeathered and dark gray. They have a large dark bill that is heavy at the base and decurved and pointed at the tip. They soar on thermals with neck outstretched and a wingspan of 60-65 inches. Wood storks feed by moving the bill through shallow (6-10 inches deep) water slightly open until it touches a small fish when they snap the bill shut. They feed in both freshwater and estuarine waters including marshes, tidal creeks, and swamps especially



Photo by Gordon Murphy (Charleston County, SC)

during periods of falling water levels when the pools are more concentrated. They build nests in colonies in swamps primarily using medium to tall trees. They can be found nesting and feeding in South Carolina from mid-February until September (USFWS 2013).

Wood stork populations declined due to the loss of wetland habitat and a change in water regimes due to water level controls. This loss of habitat reduced the amount of cypress (*Taxodium distichum* and *T. ascendens*) trees that wood storks utilize for nesting, which is critical for the growth of the population. The loss of habitat also reduced their foraging areas and food supplies. Wood storks forage in shallow water with little vegetation where the fish can be congregated into dense schools. According to the USFWS Wood Stork Recovery Plan, it is recommended that human activity should not occur within 300 feet of foraging habitat to the maximum extent possible (USFWS 1997).

Bald eagle (Haliaeetus leucocephalus) – BGEPA

Bald eagles are large raptors (six-foot wingspan) which are mottled brown and white until they reach maturity at 4-5 years old when they develop a brown body with a white head and tail. They primarily feed on fish, but also feed on waterfowl, and carrion. When prime food options are absent, they will also eat small terrestrial animals. They hunt by sight and are often seen soaring or perched high in a tree near water. Fresh, brackish and marine habitats provide suitable foraging sites and include open water, marsh and riverine types. Prime habitats are characterized by having shallow, slow moving water with abundant fish and waterfowl (SCDNR 2015b). It nests in canopies of large trees usually within half of a mile from coastlines, rivers,



Photo by Steven Mlodinow (Macaulay Library)

and lakes. Nests are usually around four to six feet across and three feet deep. Nests are constructed out of large limbs and lined with soft plant fibers. They typically return to the same areas each year and reuse the same nest. They can be found nesting and rearing young in South Carolina from October until May (USFWS 2020a). Eagle nest locations are required to have a buffer zone ranging from 330-660 feet around nests, depending on site-specific conditions (USFWS 2007).

Bald eagle populations declined due to a series of human-caused events such as habitat degradation and loss, shooting, and the use of chemical compounds as pesticides (USFWS 1989). Bald eagles were listed on the ESA in 1973 and were delisted in 2007 due to their strong recovery (USFWS 2007). Bald eagles remain under federal protection by the Bald and Golden Eagle Protection Act which protects eagles from "take." Take is defined as "pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, destroy, molest or disturb" (USFWS 2020b).

Red-cockaded woodpecker (Picoides borealis) – Threatened

Red-cockaded woodpeckers (RCW) are small (seven inches long) colonially nesting woodpeckers. They are black with white horizontal stripes on the body, a large white cheek patch on the face, and a black cap and nape. The males have a small patch of red feathers (the cockade) which can be found in the upper corner of the cheek patch but are only exposed when agitated. They only nest in cavities of living, mature (at least 70-year-old) pine trees. They prefer long-leaf pines (*Pinus palustris*) that have been maintained by a frequent (less than five year) fire regimen. They nest colonially in clusters of 1-20 nests over 3-60 acres. Maintained, in-use cavity trees are obvious due to sap drips around the cavity hole that turn white when hardened. They forage for insects in the bark of pine trees which at least 30 years



Photo by Gordon Murphy (Berkeley County, SC)

old and over 10 inches in diameter at breast height (USFWS 2020c). Threats to red-cockaded woodpeckers are predominantly the suppression of fire which has resulted in the loss of adequate habitat (USFWS 2003).

3.2 Fish

Shortnose sturgeon (*Acipenser brevirostrum*) – Endangered

Shortnose sturgeon are four feet long at maturity with rows of bony plates called scutes along the length of their body and have a dark back with a pale belly. They have short, wide, rounded snouts with four whisker-like barbels for detecting prey. Their tail fin is longer at the top than at the bottom. They are benthic feeders using their large mouths to feed on insects, crustaceans, mollusks, and benthic fish by crushing them with their mouth plates. Shortnose sturgeon spawn in



Illustration by NOAA

freshwater and forage in mesohaline habitat (salinities of 5-18 ppt). They do venture into the ocean to undergo coastal migrations but are typically estuarine. Males mature at two to three years and may spawn annually, while females mature by six years and spawn every three to five years. Spawning occurs in late winter, typically before Atlantic sturgeon, in water temperatures from 46.4-59 degrees Fahrenheit and water velocities 9.4-51.2 inches/second in gravel substrate. They require similar foraging habitat and resources to the Atlantic sturgeon but can be found farther upriver (NOAA 2022).

3.3 Insects

Monarch butterfly (*Danaus plexippus*) – Candidate

Monarchs are large butterflies with orange wings that are bordered by a black band (USFWS 2020b). The black band contains many white spots; however, the spots do not occur on the black veins of the wing. Their wingspan ranges from 3.5 to 4.0 inches (Daniels 2003). The typical habitat consists of open areas with sun exposure where they feed on nectar of flowering plants and lay eggs on their host plant (Daniels 2003). The Monarch host plant consists of members of the milkweed family (*Asclepias* ssp., USFWS 2022b). Small white eggs are deposited on the underside of milkweed leaves and the growing



Photo by Kenneth Dwain Harrelson. CC BY-SA 3.0, https://commons.wikimedia.org

caterpillars forage on the leaves. The caterpillars ingest and retain a toxic substance contained in the milkweed leaves which deters predators when they reach adulthood (USFWS 2020b). Some areas of the United States have resident populations while many Monarchs migrate as much as 1,864 miles to their overwintering locations (USFWS 2020b).

3.4 Plants

<u>Canby's dropwort (Oxypolis canbyi) – Endangered</u>

Canby's dropwort is a thin perennial herb that grows to be 2.6-3.9 feet tall. It has a round stem with stiff, slender, hollow leaves. The inflorescence is made of compound umbels of small, five-parted, white flowers. They bloom from mid-July to September. The seed is a small (0.16-0.24 inch) compressed elliptical schizocarp. They seed as early as October. Canby's dropwort suitable soil is sandy loam or acidic peat mucks underlain with clay. They grow in "natural ponds dominated by pond cypress, grass-sedge dominated Carolina bays, wet pine savannas, shallow pineland ponds and cypress-pine swamps or sloughs." They grow best with little or no canopy cover (USFWS 2011a). The largest threat to Canby's dropwort is loss or degradation of wetland habitats (USFWS 2011a). This may have



Photo by Gordon Murphy (Florence County, SC)

been worsened by herbicides, insect predation, and ineffective seed dispersal (USFWS 2011a).

Rough-leaved loosestrife (Lysimachia asperulaefolia) - Endangered

Rough-leaf loosestrife is a perennial herb, 11.8-23.6 inches tall, with whorled, triangular, smooth leaves arranged in threes or fours. They flower from mid-May through July with yellow petals and yellow-orange anthers and are about 0.6 inches across. They seed from July to October with capsules. Only a few plants bloom each year, so look for pinkish stems instead of flowers. They typically grow between pocosins and pine forests on moist to seasonally saturated sands and on shallow organic soils overlaying sand. They prefer to grow fire-maintained grass-shrub ecotone. There are some populations that grow in maintained roadsides and power line rights-of-way (USFWS 2011b).



Photo by Dale Suiter. (USFWS)

Smooth coneflower (*Echinacea laevigata*) – Endangered

Smooth coneflower is a perennial wildflower that can grow up to five feet tall with smooth stems and few leaves. The basal leaves can be eight inches long and three inches wide. They are elliptical, rough to the touch, and have long petioles. The stem leaves are smaller and have shorter petioles. (Beacham 2001). Smooth coneflower has purple rays and blooms from late May through October. It is found in the Piedmont and mountain physiographic provinces in open woods, on roadsides, and in utility easements (USFWS 2011c).



Photo by Gordon Murphy. Oconee County, SC.

SECTION 4.0 ENVIRONMENTAL BASELINE

The project is situated in the Southeastern Floodplains and Terraces Level IV ecoregion as defined by the US Environmental Protection Agency (EPA). "Southeastern Floodplains and Low Terraces comprise a riverine ecoregion that provides important wildlife corridors and habitat. Composed of alluvium and terrace deposits of sand, clay, and gravel, the region includes large sluggish rivers and backwaters with ponds, swamps, and oxbow lakes. It includes oak-dominated bottomland hardwood forests, and some river swamp forests of bald cypress and water tupelo.the floodprone region includes brownwater floodplains and blackwater floodplains. The brownwater floodplains originate in or cross the Piedmont and the sediments contain more weatherable and mixed minerals than the blackwater floodplains that have their watersheds entirely within the coastal plain. The low terraces are mostly forested, although some cropland or pasture occurs in some areas that are better drained" (Griffith et al. 2002). The project is located within the Congaree River Basin (hydrologic unit 03050110) (SCDHEC 2022a).

The overall terrain is relatively flat within the PSA with elevations ranging from approximately 100 feet above mean sea level (MSL) along the UT to 107 feet above MSL on the floodplain (US Geological Survey, Saylors Lake, SC 7.5 Minute Quadrangle. Figure 3, Appendix A, presents the LIDAR site elevations.

Biotic communities were initially identified within the PSA using remote sensing data, reviewing recent aerial imagery and digital elevation models for Richland County (SCDNR 2015a), and USFWS National Wetland Inventory mapping (USFWS 2022c). The communities were then confirmed during the field studies during the field delineation of WOTUS, conducted on February 8, 2021. Three basic habitat types were identified (see site photographs in Appendix B). Additional habitat assessments were conducted on August 23, 2021. WOTUS in the PSA were identified using the methods outlined by the 1987 Corps of Engineers Wetland Delineation Manual and the 2010 Atlantic and Gulf Coastal Plain Region (Version 2.0) supplement (USACE 2010). Jurisdictional WOTUS boundaries were mapped using a Global Positioning System (GPS) unit. The uplands within the PSA include hardwood forest typical of floodplain habitat. WOTUS habitat types were classified using the Cowardin naming convention (USFWS 1979). Non-wetland habitat types are described based on the dominant vegetation observed during the field studies.

4.1 Upland Habitats

Forested Uplands

Forested uplands in the PSA consist of those on the floodplain of the Congaree River and UTs to the river. Trees observed in floodplain uplands include swamp chestnut oak (*Quercus michauxii*), boxelder (*Acer negundo*), and sweetgum (*Liquidambar stryraciflua*). The shrub layer is dominated by common pawpaw (*Asimina triloba*) and Chinese privet (*Ligustrum sinense*). Woody vines observed include poison ivy (*Toxicodendron radicans*), Virginia creeper (*Parthenocissus quinquefolia*), cross vine (*Bignonia capreolata*), and muscadine (*Vitus rotundifolia*). The herbaceous layer was sparse and included partridge berry (*Mitchella repens*), giant cane (*Arundinaria gigantea*), and blackberry (*Rubus* sp.).

4.2 Wetland and Open Water Habitats

Riverine Systems

Two streams were identified within the PSA. These are the UT to Dead River that the bridge crosses and a smaller UT that converges with the main channel at the northeast corner of the bridge (Figure 4, Appendix A). These are classified as a lower perennial stream (USFWS 1979).

Palustrine Forested Wetlands

Palustrine forested wetlands are seasonally flooded freshwater forests (USFWS 1979). One wetland, approximately 0.04 acres, was identified within the PSA. Tree and shrub species observed in this habitat include swamp chestnut oak, sweetgum, and Chinese privet. Herbaceous species include river oats (*Chasmanthium latifolium*), sallow sedge (*Carex lurida*), false nettle (*Boehmeria cylindrica*), and Carolina sedge (*Carex caroliniana*).

4.2 WATER QUALITY

The South Carolina Department of Health and Environmental Control (SCDHEC) develops a priority list of waterbodies that do not currently meet state water quality standards pursuant to Section 303(d) of the Clean Water Act (CWA) and 40 CFR § 130.7. It is commonly referred to as the 303(d) List of Impaired Waters.

SCDHEC monitors the water quality of South Carolina with ambient water quality monitoring stations. These stations are used for "assessment of current conditions, assessment of long-term trends, determination of priority waterbodies, determination of waterbody designated use attainment or nonsupport, and identification of continuing or emerging problem areas" (SCDHEC 2020). A review of the SCDHEC online SC Watershed Atlas indicated there are two monitoring stations located in the Congaree River, and it is not listed on the 2018 303(d) list (SCDHEC 2022a). The SC Watershed Atlas indicates that the proposed project is in a Municipal Separate Storm Sewer System (MS4) watershed.

SECTION 5.0 ALTERNATIVES ANALYSIS

Because the proposed bridge replacement project is not on a public roadway and can be closed during construction, the only alternative analyzed is removing the existing bridge and constructing the new bridge in the same location.

SECTION 6.0 PROPOSED ACTION

6.1 Construction Activities and Potential Impacts or Effects

6.1.1 Site Preparation

The contractor will obtain a National Pollutant Discharge Elimination System (NPDES) permit from the SCDHEC before construction can commence. The contractor will be required to properly install the required erosion, turbidity, and sediment control devices prior to all other construction activities. The contractor will be required to install these measures around the perimeter of the active construction site, including any off-site staging areas. After the installation of erosion, turbidity, and sediment control measures, the contractor will begin the staging area preparation and general site preparation.

To prepare the general project area for construction and establish staging areas, the contractor may need to clear vegetation and remove stumps, roots, or debris. Clearing may occur in uplands or palustrine forested wetlands in the project area. The contractor may also grade portions of the project area to establish a suitable work environment. Staging areas will be selected by the contractor to establish a construction site office and will also include materials, equipment, and fuel storage. Staging areas are expected to be in uplands to the extent practicable.

Potential Habitat Impacts

The contractor will use Best Management Practices (BMPs) for soil and erosion control during construction. Impacts associated with construction site preparation will be temporary in nature. Construction site preparation and maintenance will continue during the different phases of construction and may result in permanent impacts to suitable habitat for protected species. Construction site preparation is not expected to result in the mortality of any protected species.

Clearing, grading, or placement of fill in jurisdictional WOTUS will require authorization from the USACE and SCDHEC. The limits of any clearing, grading, or fill in wetlands will be delineated and shown on approved permitted plans by the USACE and SCDHEC. Richland County and the contractor will comply with all applicable permits and permit conditions for the placement of fill in wetlands.

6.1.2 Borrow Pits and Disposal Areas

Waste and borrow areas landfills will likely be required to dispose of and obtain materials for earthwork and are also subject to clearing and grubbing excavated soil and bridge debris. According to SCDHEC's online SC Active Mines Viewer, there are two permitted borrow sites within a ten-mile radius of the proposed construction site (SCDHEC 2022b). Additionally, SCDHEC's March 2021 list of Solid Waste Facilities indicates that there are five active Construction and Demolition Debris Recyclers located in Richland and Lexington Counties (SCDHEC 2021).

Potential Habitat Impacts

No habitat impacts are anticipated if the contractor uses permitted borrow sites or landfills. If the contractor decides not to utilize the permitted borrow sites or landfills, the contractor will be

responsible for addressing the potential effects to federally listed threatened and endangered species for any new borrow or disposal sites.

6.1.3 Bridge Removal

The wooden deck of the existing bridge will be dismantled, and the steel girders cut and lifted away using a crane. The timber piles will likely be cut off two feet below the mudline if they cannot be pulled out.

Potential Habitat Impacts

Removal of the existing bridge is not expected to result habitat loss but is expected to improve the aquatic habitat with the permanent removal of the timber piles. Increased levels of turbidity may be temporarily present during the removal of existing piers.

6.1.4 Bridge Construction

The proposed new bridge will completely span the creek; therefore, no in water work will be necessary. A floodplain bench will be excavated above the ordinary high-water mark to facilitate water flow during flood events (see the conceptual plan and profile in Appendix D). Riprap will be keyed in along the base of the end bents to protect the bridge from scour damage. The riprap will not be placed in the stream itself.

Potential Habitat Impacts

As described above, the construction of the bridge only has impacts to the currently disturbed uplands, and no piles will be installed in the creek.

SECTION 7.0 EFFECTS ANALYSIS

The USFWS (1998) defines "take" as: to harass, harm, pursue, hunt, shoot, wound, kill, trap capture, or collect or attempt to engage in any such conduct. [ESA §3(19)] Harm is further defined by USFWS to include significant habitat modification or degradation that results in death or injury to listed species by significantly impairing behavioral patterns such as breeding, feeding, or sheltering. Harass is defined by USFWS as actions that create the likelihood of injury to listed species to such an extent as to significantly disrupt normal behaviour patterns which include, but are not limited to, breeding, feeding, or sheltering. [50 CFR §17.3]

The initial evaluation for the presence of listed species in the PSA was based on the presence or absence of species-specific suitable habitat. Online databases such as SCDNR's SC Natural Heritage Species Reviewer (SCDNR 2021b), and SCDNR's 2021 bald eagle nest Google Earth data layer were utilized to determine previous observations of the listed species in close proximity to the PSA.

7.1 Birds

7.1.1 American wood stork (*Mycteria americana*) – Threatened

The wetlands and stream habitats identified within the PSA are not suitable nesting or foraging habitat, and no American wood storks were observed during the field surveys. According to the SC Natural Heritage Reviewer there are no known occurrences near the PSA. According to the Mill Creek Mitigation Bank document, wood storks were observed on the bank site during the mitigation site assessment and eBird Mapper Tool (Cornell Lab of Ornithology 2021) indicates multiple sightings approximately two miles northeast of the PSA near Old Bluff Road.

Effect Determination

The proposed project is anticipated to have **no effect** to the American wood stork.

7.1.2 Bald eagle (Haliaeetus leucocephalus) – BGEPA

The Congaree River, located approximately 1.5 miles from the PSA, provides suitable foraging habitat for Bald eagles; however, no nests or eagles were observed within or adjacent to the PSA during the field surveys. According to SCDNR's Natural Heritage Reviewer, there is a nest located approximately 4.7 miles southeast of the PSA at Congaree National Park.

Effect Determination

Effect conclusions for the bald eagle are not required under the ESA. However, the project is not anticipated to result in the mortality of any bald eagles or limit the ability of the species to adequately breed, feed, or shelter.

7.1.3 Red-cockaded woodpecker (Picoides borealis) – Threatened

Neither loblolly pines (*Pinus taeda*) or long-leaf pines (*Pinus palustris*) are present within the PSA; therefore, no suitable foraging or nesting habitat for RCWs was identified within or adjacent to the PSA. According to SCDNR's online SC Natural Heritage Species Reviewer, there are no known occurrences of RCWs within a three-mile radius of the PSA (SCDNR 2022).

Effect Determination

The proposed project will have **no effect** on the red-cockaded woodpecker.

7.2 Fish

7.2.1 Shortnose sturgeon (Acipenser brevirostrum) – Endangered

The proposed bridge replacement project is located approximately two river miles from the confluence of Dead River and the Congaree River. Approximately 23 river miles upstream of the confluence is the Congaree River reach where Shortnose sturgeon are known to spawn. According to SCDNR's online SC Natural Heritage Species Reviewer, there is one known occurrence within a three-mile radius of the PSA in a UT to the Congaree River, within Congaree National Park. However, according to the species inventory list at the park obtained on the park's website, the only Shortnose sturgeon sighting listed is marked as "unconfirmed" (NPS 2021). The SC Natural Heritage Species Reviewer does not indicate any other occurrences of Shortnose sturgeon in tributaries of the Congaree River on the floodplain; therefore, it is not likely that they are present in the PSA.

Effect Determination

It is anticipated that the project will have **no effect** on the Shortnose sturgeon.

7.3 Insects

7.3.1 Monarch butterfly (*Danaus plexippus*) – Candidate

According to SCDNR's online SC Natural Heritage Species Reviewer, there are no known occurrences of Monarch butterflies within a three-mile radius of the PSA (SCDNR 2022).

Effect Determination

Effect conclusions for the Monarch butterfly are not required under the ESA. However, the project is not anticipated to result in the mortality of any monarchs or limit the ability of the species to adequately breed, feed, or shelter.

7.4 Plants

7.4.1 Canby's dropwort (Oxypolis canbyi) - Endangered

Suitable habitat for the Canby's dropwort was not observed within the PSA during the field survey. According to SCDNR's online SC Natural Heritage Species Reviewer, there are no known occurrences within a three-mile radius of the PSA.

Effect Determination

It is anticipated that project will have **no effect** on the Canby's dropwort.

7.4.2 Rough-leaved loosestrife (Lysimachia asperulaefolia) – Endangered

Suitable habitat for the Rough-leaved loosestrife was not observed within the PSA during the field survey. According to SCDNR's online SC Natural Heritage Species Reviewer, there are no known occurrences within a three-mile radius of the PSA.

Effect Determination

It is anticipated that project will have **no effect** on the Rough-leaved loosestrife.

7.4.3 Smooth coneflower (*Echinacea laevigata*) — Endangered

Suitable habitat for the Smooth coneflower was not observed within the PSA. According to SCDNR's online SC Natural Heritage Species Reviewer, there are no known occurrences within a three-mile radius of the PSA.

Effect Determination

It is anticipated that project will have **no effect** on the Smooth coneflower.

SECTION 8.0 CONSERVATION MEASURES

A list of recommended Environmental Commitments specific to the federally protected species that may be indirectly affected by the project can be found at the end of this section.

8.1 Erosion, Sediment, and Turbidity Control

The contractor will obtain a National Pollutant Discharge Elimination System (NPDES) permit from the SCDHEC before construction can commence. Temporary silt/turbidity curtains will be installed prior to commencement of in-water work, where practicable. The contractor will be required to utilize BMPs for soil and erosion control during construction.

8.2 Permitting Requirements

The contractor will be required to adhere to all Special Conditions associated with federal, state, and local permits required to construct the project. It is anticipated that no Section 404 permit or Section 401 water quality certification will be required since no impacts to WOTUS will occur.

8.3 Recommended Environmental Commitments

Table 8-1 summarizes the effect minimization commitments listed in the previous sections of the document. These commitments are recommended to either avoid or minimize habitat impacts. Richland County and the contractor will be required to stay in compliance with any special conditions established in the required permit authorizations.

Table 8-1 Effect Minimization Commitments

- The contractor will obtain a NPDES permit from the SCDHEC before construction can commence.
- If existing permitted borrow sites are not available, the contractor will be responsible for addressing the potential effects to federally listed threatened and endangered species for any new borrow or disposal sites.
- Richland County and the contractor will be required to stay in compliance with any special conditions established in the required permit authorizations.

As coordination with resource and regulatory agencies progresses, Environmental Commitments will be developed. The contractor will be required to honor/implement SCDOT standard Environmental Commitments, and those project specific conditions developed through resource and regulatory agency coordination and the permitting process.

SECTION 9.0 CONCLUSIONS

After completing a literature search, a field surveys, and a habitat assessment, it was determined proposed project will have **no effect** on the American wood stork, Red-cockaded woodpecker, Shortnose sturgeon, Canby's dropwort, Rough-leaved loosestrife, or Smooth coneflower. The mortality of any bald eagles is not anticipated.

Since it has been determined that neither suitable habitat for the protected species listed in Richland County, nor the species themselves, will not be affected by the proposed project, this document meets the consultation requirements for both USFWS and NMFS under Section 7 of the ESA. See guidance letters from the respective agencies in Appendix E.

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APPENDIX A

FIGURES

APPENDIX B

SITE PHOTOGRAPHS

APPENDIX C

RICHLAND COUNTY PROTECTED SPECIES

APPENDIX D

CONCEPTUAL PLANS

APPENDIX E

USFWS AND NMFS GUIDANCE

Project Narrative and Supporting Documentation

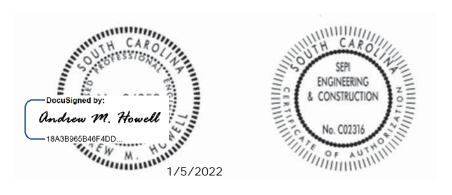
FOR

SEPI Project #: SE21.196.00 No-Rise Flood Study for

Richland County Conservation Commission Richland County, South Carolina

Latitude: 33.83296 Longitude: -80.88602

January 2022



Andrew M. Howell, PE, CFM

Prepared by:



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TABLE OF CONTENTS

PROJECT DESCRIPTION	1
EXISTING CONDITIONS MODEL	2
BASE GEOMETRY DEVELOPMENT	2
HYDROLOGY	3
RESULTS	3
GENERAL MODEL ASSUMPTIONS	4
REVISED MODEL	5
RESULTS	5

APPENDICES

APPENDIX A: PROJECT AREA OVERVIEW

APPENDIX B: PROJECT PHOTOS

APPENDIX C: USGS STREAMSTATS DRAINAGE AREA REPORTS

APPENDIX D: WSEL COMPARISON TABLES

APPENDIX E: HEC-RAS OUTPUT

APPENDIX F: CONTRACTION SCOUR ESTIMATE

APPENDIX G: NO-RISE / NO-IMPACT CERTIFICATIONS

APPENDIX H: STRUCTURE DESIGN DRAWINGS

ATTACHED

CERTIFIED TOPOGRAPHIC WORKMAP HEC-RAS MODEL (ELECTRONIC) No-Rise Model Narrative for Richland County Conservation Commission Mill Creek Tributary Richland County, South Carolina FIRM Panel 510 of 650 (Revised December 21, 2017)

Report Date: January 2022

PROJECT DESCRIPTION

The purpose of this study is to evaluate the potential floodplain impacts of the proposed replacement of an existing bridge structure on the Richland County Conservation Commission property over Mill Creek Tributary in Richland County, South Carolina. This study demonstrates a "No-Rise" condition, i.e. no increase in 100-year "Base Flood" Water Surface Elevations (WSEL) due to the project as proposed. The coordinates of the structure are as follows:

Latitude: 33.83296 Longitude: -80.88602

The existing structure is a six (6) span, 64'-0" timber bridge. Based upon field measurements, the elevation difference from creek bed to roadway crown is +/- 10 feet. The existing bridge open area is roughly 399 square feet. The existing bridge open area below the 100-year WSEL is roughly 379 square feet with the downstream face being most restrictive.

The proposed replacement structure a single span, 100-foot pre-stressed concrete box beam bridge, 39" deep and 18-feet wide on the approximate existing horizontal profile. The proposed bridge will be located at the approximate existing location with a skew angle of 90°. The proposed bridge open area is roughly 427 square feet. The hydraulic analysis described in this document demonstrates that the proposed bridge design will result in no increase in Base Flood Elevations for flooding originating in the Mill Creek Tributary drainage area.

The bridge crossing over Mill Creek Tributary is located within an area designated as a Special Flood Hazard Area (SFHA), Zone A. The SFHA is the result of backwater from the Congaree River located downstream of the existing bridge and tributaries. Mill Creek Tributary is <u>not</u> currently within a Federal Emergency Management Agency (FEMA) Effective Flood Study. The crossing is located on Flood Insurance Rate Map (FIRM) number 45079C0510L, dated as Revised December 21, 2017.

All surveys and proposed design data are referenced to North American Vertical Datum (NAVD) 88.

An overview of the project site may be viewed in <u>Appendix A</u> and on the attached Certified Topographic Workmap (No-Rise Flood Study Figure).

EXISTING CONDITIONS MODEL

An Existing Conditions Hydraulic Model was developed using the United States Army Corps of Engineers (USACE) one-dimensional river analysis software, HEC-RAS version 5.0.7. The model was built utilizing best available geographic and hydrologic data for Richland County, South Carolina.

Base Geometry Development

Various source data was utilized in the development of base geometry for the bridge crossing and adjacent floodplain. A conventional, ground survey event was conducted in August 2021 to obtain existing roadway, floodplain, and stream data. Publicly available LiDAR surface data from the South Carolina Department of Natural Resources (SCDNR) was used outside the limits of conventional and aerial survey. LiDAR data in ".tif" depth raster format was used to develop the base surface data in HEC-RAS, and the same data in "was used in ".shp" GIS shapefile format to develop the flood study figures.

A streamline representing the run of Mill Creek Tributary was developed using aerial imagery, LiDAR contour data, field observation, and the United States Geologic Survey (USGS) National Hydrography Dataset (NHD). The flow path used in hydraulic modeling reflects the field verified condition. Once finalized, the flow path was used to determine River Stationing, or distance along the run of the creek from the mouth at the confluence with Dead River.

A total of eight (8) cross sections were developed along the run of Mill Creek Tributary. Three (3) cross sections were located from the mouth to the downstream face of the existing bridge, and five (5) cross sections were located from the upstream face of existing bridge to the limit of study. The cross sections are described below:

309	Downstream Limit of Study (309 feet above mouth / confluence)
513	Downstream Limit of Expansion Reach (Bridge Exit Section #1)
624	Downstream Toe of Fill (Bridge Section #2)
662	Upstream Toe of Fill (Bridge Section #3)
744	Upstream Limit of Contraction Reach (Bridge Approach Section #4)
1016	Section along run of creek (1,016 feet above mouth / confluence)
1444	Section along run of creek (1,444 feet above mouth / confluence)
2286	Upstream Limit of Study (2,286 feet above mouth / confluence)

Existing roadway profile and bridge geometric data were developed from the results of conventional field survey. The highest high chord, and lowest low chords at each point along the roadway profile and bridge were used. Existing timber bents are generally 1 foot in diameter and circular. Sloping abutments were not present based upon field observation and survey of the existing structure.

Based upon field inspection and historical aerial photography, Manning's roughness values were determined to be 0.120 for the left and right floodplain, and 0.045 for the main channel. The project site, drainage area and floodplain all reside within a heavily forested region surrounded by primarily

agricultural (timber) and conservation land uses. The floodplain may be described as a heavy stand of timber, few down trees, moderate undergrowth with flood stage reaching branches.

Ineffective flow areas have been set upstream and downstream of the existing bridge based upon expansion and contraction ratios of 1:1, both sides. A contraction coefficient of 0.3 and an expansion coefficient of 0.5 was used for cross sections at the Approach, Upstream Face and Downstream Face.

Photographs of the existing bridge crossing and adjacent floodplain may be viewed in **Appendix B**.

Hydrology

Contributing drainage areas for Mill Creek Tributary were delineated at the mouth / confluence with Dead River, roughly 309 feet downstream of the bridge crossing, and at a point downstream of the Approach cross section, approximately 744 feet upstream of the mouth. Multiple flow change locations were used for this analysis due to the presence of a large tributary connection downstream of the Approach cross section which may be seen on the flood study figure in this report. Discharges were computed using USGS regional regression equations developed in Scientific Investigations Report (SIR) 2009-5156, Magnitude and Frequency of Rural Floods in the Southeastern United States, through 2006, Volume 3, South Carolina. The site is located within Hydrologic Region 4. A peak discharge summary for the site is shown below.

		Peak Discharge (cfs)					
Flooding Source	Location	Drainage Area (sq. mi.)	5-year	10-year	25-year	100-year	500-year
Mill Creek Tributary	Bridge Approach Section 744 feet above Mouth	1.84	180	253	355	546	784
Mill Creek Tributary	Mouth of Creek	4.12	299	416	579	882	1,250

Results

The 100-year WSEL, computed at a point 12 feet upstream of the face of the existing bridge is 105.60 feet, and produces 0.03 feet of backwater. For this report, "backwater" is defined as the increase in WSEL as compared to a "natural" condition, in which no bridge or fill existed within the natural floodplain. Flood profile comparison tables may be viewed in **Appendix D** of this report. Raw HEC-RAS output has been included in **Appendix E**.

General Model Assumptions

Mill Creek Tributary is located within the Congaree River Floodplain. This area is depicted on FIRM Panels as Zone A with no base flood elevations established. Multiple minor tributaries existing within this floodplain which are all subject to backwater flooding from the Congaree River. Due to the difference in scale of drainage areas of the Congaree and Mill Creek Tributary, the analysis for this project considers flooding resulting from the Mill Creek Tributary drainage area only. Per FHWA guidance, hydrograph peaks are assumed coincident when the drainage area of the larger flood source is roughly three times the drainage area of the tributary or smaller.

Further, flooding on minor tributaries within the larger Congaree River floodplain appears to cross drainage area boundaries regularly due to the very small difference in floodplain elevations. Therefore, for the purpose of developing a model for the bridge replacement site, we have assumed an effective flow boundary exists along the drainage area boundary for the project prior to spilling over to the drainage area for adjacent minor tributaries. Drainage area boundaries were estimated using the USGS StreamStats web application. An overview of the drainage areas and regression analyses used for this project have been included in **Appendix C**.

REVISED MODEL

The design criteria for the proposed replacement structure is for the design to maintain or improve the existing condition water surface profile at all points along the run of Mill Creek Tributary during a 100-year design peak discharge. In other words, the structure must be designed to produce "No-Rise" and no adverse impact to the surrounding property, as compared to the Existing Conditions discussed in the previous section.

A Revised Model was developed utilizing the base geometry and hydrology from the Existing Conditions Model. The proposed crossing was modified to reflect the proposed replacement structure as described herein, and as detailed in the attached structure design. **See Appendix H**.

As discussed in the Project Description, the proposed replacement structure is a single span, 100-foot pre-stressed concrete box beam bridge, 39" deep and 18-feet wide on the approximate existing horizontal profile. The proposed bridge will be located at the approximate existing location with a skew angle of 90° .

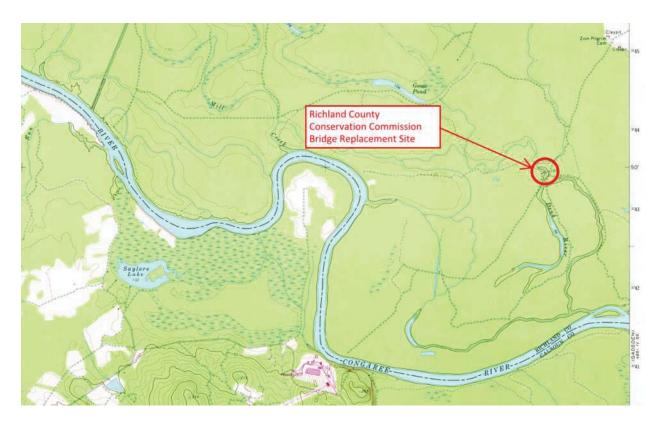
Results

The 100-year WSEL, computed at a point 12 feet upstream of the face of the proposed bridge is 105.60 feet, and produces 0.03 feet of backwater, as defined in the Existing Conditions Model section above. Compared to Existing Conditions, the proposed culvert produces 0.00-foot increase in the 100- year WSEL at the upstream toe of fill. Flood profile comparison tables may be viewed in <u>Appendix D</u> of this report. Raw HEC-RAS output has been included in <u>Appendix E</u>.

Scour due to flooding which originates within the Mill Creek Tributary drainage area is not anticipated to present a substantial issue. The bridge crossing does not represent a significant obstruction to the floodplain. For informational purposes only, an estimate of contraction scour using USGS SIR 2016-5121 has been provided in **Appendix F**.

The "No-Rise" and "No-Impact" Certification Statements have been included in Appendix G.

APPENDIX A PROJECT AREA OVERVIEW



<u>Latitude: 33.83296</u> <u>Longitude: -80.88602</u>

Project is located on USGS **Saylors Lake Quadrangle**, South Carolina, 7.5 Minute Series

Nearest Intersection: Old Bluff Road and Mosely Oaks Road (Lat: 33.85069 Long: -80.87366)

Bridge is located immediately west of Mosely Oaks Road.

APPENDIX B PROJECT PHOTOS



Existing Bridge Crossing – Facing West – Flow Direction from RT to LT



Existing Bridge Crossing Facing Upstream Showing Superstructure and Pile Bents



Mill Creek Tributary Facing Upstream



Mill Creek Tributary Facing Downstream



Typical Land Use within Drainage Area – Timberland and Conservation Areas in Winter



Existing Dirt Road Access to Bridge with Typical Wooded Floodplain in Winter

APPENDIX C USGS STREAMSTATS DRAINAGE AREA REPORTS

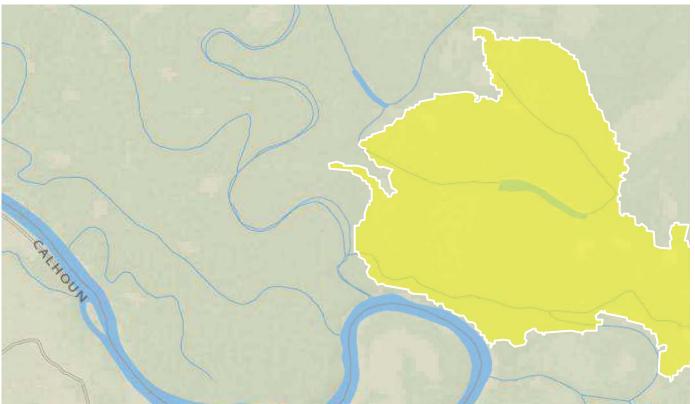
RCCC Basin 1 StreamStats Report

Region ID: SC

Workspace ID: SC20211013171221674000

Clicked Point (Latitude, Longitude): 33.83302, -80.88620

Time: 2021-10-13 13:12:40 -0400



Basin Characteristics					
Parameter Code	Parameter Description	Value	Unit		
DRNAREA	Area that drains to a point on a stream	1.84	square miles		
PCTREG1	Percentage of drainage area located in Region 1 - Piedmont / Ridge and Valley	0	percent		
PCTREG2	Percentage of drainage area located in Region 2 - Blue Ridge	0	percent		
PCTREG3	Percentage of drainage area located in Region 3 - Sandhills	0	percent		
PCTREG4	Percentage of drainage area located in Region 4 - Coastal Plains	100	percent		
	240 - £200				

Parameter Code	Parameter Description	Value	Unit
PCTREG5	Percentage of drainage area located in Region 5 - Lower Tifton Uplands	0	percent
LC06IMP	Percentage of impervious area determined from NLCD 2006 impervious dataset	0.02	percent
I24H50Y	Maximum 24-hour precipitation that occurs on average once in 50 years	7.6	inches

Peak-Flow Statistics Parameters [Peak Southeast US over 1 sqmi 2009 5156]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.84	square miles	1	9000
PCTREG1	Percent Area in Region 1	0	percent	0	100
PCTREG2	Percent Area in Region 2	0	percent	0	100
PCTREG3	Percent Area in Region 3	0	percent	0	100
PCTREG4	Percent Area in Region 4	100	percent	0	100
PCTREG5	Percent Area in Region 5	0	percent	0	100

Peak-Flow Statistics Flow Report [Peak Southeast US over 1 sqmi 2009 5156]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	Plu	ASEp
50-percent AEP flood	89.5	ft^3/s	51.4	156	34.5
20-percent AEP flood	180	ft^3/s	104	311	34
10-percent AEP flood	253	ft^3/s	144	445	35.1
4-percent AEP flood	355	ft^3/s	195	647	37.5
2-percent AEP flood	446	ft^3/s	237	839	39.6
1-percent AEP flood	546	ft^3/s	280	1060	41.9
0.5-percent AEP flood	640	ft^3/s	317	1290	44.3
0.2-percent AEP flood	784	ft^3/s	370	1660	47.7

Peak-Flow Statistics Citations

Feaster, T.D., Gotvald, A.J., and Weaver, J.C.,2009, Magnitude and Frequency of Rural Floods in the Southeastern United States, 2006: Volume 3, South Carolina: U.S. Geological Survey Scientific Investigations Report 2009-5156, 226 p.

(http://pubs.usgs.gov/sir/2009/5156/)

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Application Version: 4.6.2

11. 4.0.2

StreamStats Services Version: 1.2.22

NSS Services Version: 2.1.2

218 of 389

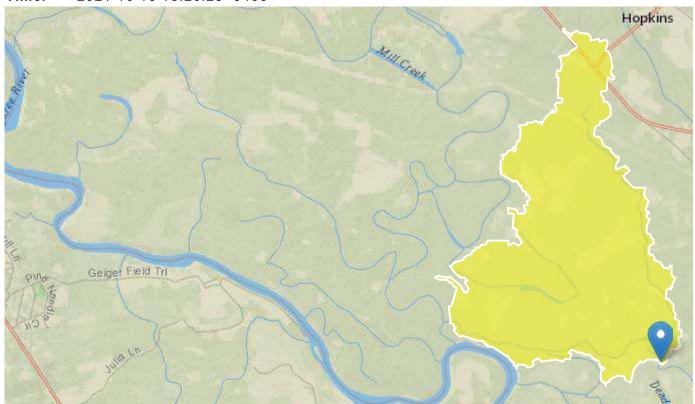
RCCC Basin Combined StreamStats Report

Region ID: SC

Workspace ID: SC20211013172603030000

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Time: 2021-10-13 13:26:23 -0400



Basin Characte	eristics		
Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	4.12	square miles
PCTREG1	Percentage of drainage area located in Region 1 - Piedmont / Ridge and Valley	0	percent
PCTREG2	Percentage of drainage area located in Region 2 - Blue Ridge	0	percent
PCTREG3	Percentage of drainage area located in Region 3 - Sandhills	0	percent
PCTREG4	Percentage of drainage area located in Region 4 - Coastal Plains	100	percent
	040, 1000		

Parameter Code	Parameter Description	Value	Unit
PCTREG5	Percentage of drainage area located in Region 5 - Lower Tifton Uplands	0	percent
LC06IMP	Percentage of impervious area determined from NLCD 2006 impervious dataset	0.16	percent
I24H50Y	Maximum 24-hour precipitation that occurs on average once in 50 years	7.6	inches

Peak-Flow Statistics Parameters [Peak Southeast US over 1 sqmi 2009 5156]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	4.12	square miles	1	9000
PCTREG1	Percent Area in Region 1	0	percent	0	100
PCTREG2	Percent Area in Region 2	0	percent	0	100
PCTREG3	Percent Area in Region 3	0	percent	0	100
PCTREG4	Percent Area in Region 4	100	percent	0	100
PCTREG5	Percent Area in Region 5	0	percent	0	100

Peak-Flow Statistics Flow Report [Peak Southeast US over 1 sqmi 2009 5156]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	Plu	ASEp
50-percent AEP flood	151	ft^3/s	86.8	263	34.5
20-percent AEP flood	299	ft^3/s	173	516	34
10-percent AEP flood	416	ft^3/s	237	731	35.1
4-percent AEP flood	579	ft^3/s	318	1050	37.5
2-percent AEP flood	723	ft^3/s	385	1360	39.6
1-percent AEP flood	882	ft^3/s	454	1710	41.9
0.5-percent AEP flood	1030	ft^3/s	512	2070	44.3
0.2-percent AEP flood	1250	ft^3/s	591	2640	47.7

Peak-Flow Statistics Citations

Feaster, T.D., Gotvald, A.J., and Weaver, J.C., 2009, Magnitude and Frequency of Rural Floods in the Southeastern United States, 2006: Volume 3, South Carolina: U.S. Geological Survey Scientific Investigations Report 2009-5156, 226 p.

(http://pubs.usgs.gov/sir/2009/5156/)

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Application Version: 4.6.2

StreamStats Services Version: 1.2.22

NSS Services Version: 2.1.2

APPENDIX D WSEL COMPARISON TABLES

	River Station				5-Year Wat	er Surface Profil	е
Natural	Existing	Proposed	River Station Info	Natural Condition WSEL	Existing Condition WSEL	Proposed Condition WSEL	Project Impact WSEL Change Proposed vs. Existing
2286	2286	2286	Upstream Limit of Study	103.82	103.83	103.83	0.00
1444	1444	1444		103.52	103.54	103.53	-0.01
1016	1016	1016		103.40	103.42	103.41	-0.01
744	744	744	Bridge Approach Section #4	103.35	103.37	103.37	0.00
662	662	662	Bridge U/S Toe of Fill Section #3	103.35	103.36	103.36	0.00
	643	643	RCCC Bridge Crossing				
624	624	624	Bridge D/S Toe of Fill Section #2	103.34	103.35	103.35	0.00
513	513	513	Bridge Exit Section #1	103.23	103.23	103.23	0.00
309	309	309	Downstream Limit of Study	102.88	102.88	102.88	0.00

	River Station				10-Year Wat	ter Surface Profi	ile
Natural	Existing	Proposed	River Station Info	Natural Condition WSEL	Existing Condition WSEL	Proposed Condition WSEL	Project Impact WSEL Change Proposed vs. Existing
2286	2286	2286	Upstream Limit of Study	104.52	105.32	104.53	-0.79
1444	1444	1444		104.23	105.05	104.24	-0.81
1016	1016	1016		104.10	104.91	104.11	-0.80
744	744	744	Bridge Approach Section #4	104.03	104.84	104.05	-0.79
662	662	662	Bridge U/S Toe of Fill Section #3	104.02	104.82	104.04	-0.78
	643	643	RCCC Bridge Crossing				
624	624	624	Bridge D/S Toe of Fill Section #2	104.01	104.79	104.02	-0.77
513	513	513	Bridge Exit Section #1	103.89	104.66	103.89	-0.77
309	309	309	Downstream Limit of Study	103.50	104.23	103.50	-0.73

	River Station				25-Year Wat	ter Surface Profi	ile
Natural	Existing	Proposed	River Station Info	Natural Condition WSEL	Existing Condition WSEL	Proposed Condition WSEL	Project Impact WSEL Change Proposed vs. Existing
2286	2286	2286	Upstream Limit of Study	105.31	105.32	105.31	-0.01
1444	1444	1444		105.02	105.05	105.03	-0.02
1016	1016	1016		104.89	104.91	104.89	-0.02
744	744	744	Bridge Approach Section #4	104.81	104.84	104.82	-0.02
662	662	662	Bridge U/S Toe of Fill Section #3	104.80	104.82	104.80	-0.02
	643	643	RCCC Bridge Crossing				
624	624	624	Bridge D/S Toe of Fill Section #2	104.78	104.79	104.79	0.00
513	513	513	Bridge Exit Section #1	104.66	104.66	104.66	0.00
309	309	309	Downstream Limit of Study	104.23	104.23	104.23	0.00

	River Station				100-Year Wa	ter Surface Prof	ile
Natural	Existing	Proposed	River Station Info	Natural Condition WSEL	Existing Condition WSEL	Proposed Condition WSEL	Project Impact WSEL Change Proposed vs. Existing
2286	2286	2286	Upstream Limit of Study	106.18	106.20	106.20	0.00
1444	1444	1444		105.88	105.90	105.90	0.00
1016	1016	1016		105.70	105.73	105.73	0.00
744	744	744	Bridge Approach Section #4	105.59	105.62	105.62	0.00
662	662	662	Bridge U/S Toe of Fill Section #3	105.57	105.60	105.60	0.00
	643	643	RCCC Bridge Crossing				
624	624	624	Bridge D/S Toe of Fill Section #2	105.54	105.54	105.54	0.00
513	513	513	Bridge Exit Section #1	105.48	105.48	105.48	0.00
309	309	309	Downstream Limit of Study	105.08	105.08	105.08	0.00

	River Station				500-Year Wa	ter Surface Prof	file
Natural	Existing	Proposed	River Station Info	Natural Condition WSEL	Existing Condition WSEL	Proposed Condition WSEL	Project Impact WSEL Change Proposed vs. Existing
2286	2286	2286	Upstream Limit of Study	106.71	106.74	106.73	-0.01
1444	1444	1444		106.45	106.50	106.48	-0.02
1016	1016	1016		106.24	106.31	106.28	-0.03
744	744	744	Bridge Approach Section #4	106.08	106.16	106.12	-0.04
662	662	662	Bridge U/S Toe of Fill Section #3	106.04	106.12	106.08	-0.04
	643	643	RCCC Bridge Crossing				
624	624	624	Bridge D/S Toe of Fill Section #2	105.99	106.00	106.00	0.00
513	513	513	Bridge Exit Section #1	105.97	105.97	105.97	0.00
309	309	309	Downstream Limit of Study	105.58	105.58	105.58	0.00

APPENDIX E HEC-RAS OUTPUT

NATURAL RUN

HEC-RAS Plan: Natural River: Mill Creek Trib Reach: Reach-1

Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl
			(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)	(ft/s)	(sq ft)	(ft)	
Reach-1	2286	2yr	89.50	100.70	102.71	101.54	102.75	0.001535	1.56	57.26	42.70	0.24
Reach-1	2286	5yr	180.00	100.70	103.82	101.99	103.86	0.000910	1.65	108.95	506.88	0.20
Reach-1	2286	10yr	253.00	100.70	104.52	102.33	104.56	0.000765	1.74	145.61	2029.55	0.19
Reach-1	2286	25yr	355.00	100.70	105.31	102.65	105.36	0.000700	1.86	190.57	3135.58	0.18
Reach-1	2286	50yr	446.00	100.70	105.81	102.89	105.87	0.000676	1.99	271.70	3844.21	0.18
Reach-1	2286	100yr	546.00	100.70	106.18	103.12	106.25	0.000640	2.07	486.18	4584.16	0.18
Reach-1	2286	200yr	640.00	100.70	106.45	103.32	106.51	0.000607	2.10	713.76	5025.96	0.18
Reach-1	2286	500yr	784.00	100.70	106.71	103.59	106.73	0.000309	1.56	1764.13	5501.04	0.13
Reach-1	1444	2yr	89.50	100.07	102.38	100.55	102.39	0.000192	0.73	123.21	60.64	0.09
Reach-1	1444	5yr	180.00	100.07	103.52	100.83	103.53	0.000204	0.91	198.68	179.05	0.10
Reach-1	1444	10yr	253.00	100.07	104.23	101.02	104.24	0.000220	0.99	254.57	1222.78	0.10
Reach-1	1444	25yr	355.00	100.07	105.02	101.25	105.04	0.000222	1.07	330.96	2727.28	0.10
Reach-1	1444	50yr	446.00	100.07	105.53	101.44	105.55	0.000236	1.16	395.80	3350.95	0.11
Reach-1	1444	100yr	546.00	100.07	105.88	101.63	105.90	0.000264	1.27	533.61	4171.89	0.12
Reach-1	1444	200yr	640.00	100.07	106.14	101.80	106.17	0.000276	1.35	734.01	5029.92	0.12
Reach-1	1444	500yr	784.00	100.07	106.45	102.05	106.48	0.000282	1.43	1112.36	5845.70	0.12
Reach-1	1016	2yr	89.50	99.75	102.27	100.36	102.28	0.000326	0.96	93.48	44.46	0.12
Reach-1	1016	5yr	180.00	99.75	103.40	100.70	103.42	0.000355	1.19	151.42	144.06	0.13
Reach-1	1016	10yr	253.00	99.75	104.10	100.95	104.12	0.000354	1.32	191.55	898.35	0.13
Reach-1	1016	25yr	355.00	99.75	104.89	101.24	104.92	0.000362	1.47	240.75	2608.14	0.13
Reach-1	1016	50yr	446.00	99.75	105.38	101.48	105.42	0.000391	1.63	273.72	3004.22	0.14
Reach-1	1016	100yr	546.00	99.75	105.70	101.73	105.76	0.000450	1.85	319.83	3617.56	0.15
Reach-1	1016	200yr	640.00	99.75	105.94	101.94	106.01	0.000504	2.02	421.19	4449.56	0.16
Reach-1	1016	500yr	784.00	99.75	106.24	102.30	106.31	0.000546	2.19	725.00	5445.02	0.17
Reach-1	744	2yr	151.00	97.33	102.25	98.07	102.25	0.000065	0.68	220.67	48.70	0.06
Reach-1	744	5yr	299.00	97.33	103.35	98.50	103.37	0.000131	1.09	275.46	113.42	0.08
Reach-1	744	10yr	416.00	97.33	104.03	98.79	104.06	0.000181	1.34	322.37	1184.24	0.10
Reach-1	744	25yr	579.00	97.33	104.81	99.14	104.85	0.000229	1.62	441.46	2834.70	0.11
Reach-1	744	50yr	723.00	97.33	105.29	99.43	105.33	0.000266	1.82	582.12	3565.73	0.12
Reach-1	744	100yr	882.00	97.33	105.59	99.73	105.66	0.000325	2.07	683.54	4153.19	0.13
Reach-1	744	200yr	1030.00	97.33	105.81	99.98	105.89	0.000385	2.30	766.18	4435.48	0.15
Reach-1	744	500yr	1250.00	97.33	106.08	100.33	106.17	0.000472	2.61	940.72	5084.21	0.16
Reach-1	662	2yr	151.00	97.70	102.24	98.36	102.25	0.000057	0.62	243.86	58.32	0.05
Reach-1	662	5yr	299.00	97.70	103.35	98.73	103.36	0.000110	0.97	309.83	140.65	0.08

HEC-RAS Plan: Natural River: Mill Creek Trib Reach: Reach-1 (Continued)

Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl
			(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)	(ft/s)	(sq ft)	(ft)	
Reach-1	662	10yr	416.00	97.70	104.02	98.99	104.05	0.000145	1.18	352.37	1214.20	0.09
Reach-1	662	25yr	579.00	97.70	104.80	99.30	104.83	0.000183	1.44	414.67	2645.28	0.10
Reach-1	662	50yr	723.00	97.70	105.27	99.56	105.31	0.000222	1.66	466.59	3551.33	0.11
Reach-1	662	100yr	882.00	97.70	105.57	99.81	105.63	0.000283	1.93	520.42	3918.99	0.13
Reach-1	662	200yr	1030.00	97.70	105.79	100.04	105.86	0.000345	2.18	572.27	4252.77	0.14
Reach-1	662	500yr	1250.00	97.70	106.04	100.36	106.13	0.000442	2.52	706.26	4995.98	0.16
Reach-1	624	2yr	151.00	98.07	102.24	98.75	102.25	0.000087	0.72	209.04	54.17	0.06
Reach-1	624	5yr	299.00	98.07	103.34	99.15	103.35	0.000156	1.11	269.71	217.95	0.09
Reach-1	624	10yr	416.00	98.07	104.01	99.41	104.04	0.000203	1.35	308.53	1207.02	0.10
Reach-1	624	25yr	579.00	98.07	104.78	99.75	104.82	0.000251	1.64	360.27	2761.87	0.12
Reach-1	624	50yr	723.00	98.07	105.25	100.01	105.30	0.000303	1.89	399.64	3528.54	0.13
Reach-1	624	100yr	882.00	98.07	105.54	100.28	105.62	0.000386	2.20	437.92	3959.57	0.15
Reach-1	624	200yr	1030.00	98.07	105.75	100.52	105.84	0.000472	2.48	483.70	4401.80	0.17
Reach-1	624	500yr	1250.00	98.07	105.99	100.84	106.11	0.000603	2.87	624.88	5099.06	0.19
Reach-1	513	2yr	151.00	99.75	102.18	100.58	102.22	0.000924	1.68	90.07	39.71	0.20
Reach-1	513	5yr	299.00	99.75	103.23	101.06	103.31	0.001224	2.22	134.72	95.15	0.23
Reach-1	513	10yr	416.00	99.75	103.89	101.37	103.98	0.001452	2.46	169.35	1106.96	0.26
Reach-1	513	25yr	579.00	99.75	104.66	101.76	104.76	0.001563	2.58	272.72	2977.60	0.27
Reach-1	513	50yr	723.00	99.75	105.16	102.08	105.24	0.001193	2.44	605.84	3886.61	0.24
Reach-1	513	100yr	882.00	99.75	105.48	102.40	105.55	0.000982	2.36	1019.09	4479.70	0.22
Reach-1	513	200yr	1030.00	99.75	105.70	102.68	105.76	0.000916	2.37	1400.70	5124.95	0.21
Reach-1	513	500yr	1250.00	99.75	105.97	103.17	106.01	0.000775	2.28	2098.51	5944.05	0.20
Reach-1	309	2yr	151.00	99.60	101.88	100.65	101.95	0.002002	2.17	69.74	38.66	0.28
Reach-1	309	5yr	299.00	99.60	102.88	101.21	102.99	0.002001	2.67	111.91	45.03	0.30
Reach-1	309	10yr	416.00	99.60	103.50	101.56	103.63	0.002002	2.95	140.80	159.59	0.31
Reach-1	309	25yr	579.00	99.60	104.23	102.00	104.39	0.002003	3.26	177.66	2207.92	0.31
Reach-1	309	50yr	723.00	99.60	104.74	102.33	104.92	0.002002	3.46	273.60	3206.89	0.32
Reach-1	309	100yr	882.00	99.60	105.08	102.65	105.26	0.002004	3.59	467.83	3782.29	0.32
Reach-1	309	200yr	1030.00	99.60	105.30	102.94	105.48	0.002004	3.68	625.55	4109.84	0.32
Reach-1	309	500yr	1250.00	99.60	105.58	103.32	105.76	0.002004	3.85	875.95	4803.78	0.33

EXISTING CONDITIONS RUN

HEC-RAS Plan: Existing River: Mill Creek Trib Reach: Reach-1

HEC-RAS F	'lan: Existing	River: Mill Cree	k Trib Reach	: Reach-1								
Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl
			(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)	(ft/s)	(sq ft)	(ft)	
Reach-1	2286	2yr	89.50	100.70	102.72	101.54	102.76	0.001520	1.56	57.47	42.76	0.24
Reach-1	2286	5yr	180.00	100.70	103.83	101.99	103.87	0.000896	1.64	109.52	517.33	0.20
Reach-1	2286	10yr	253.00	100.70	104.53	102.33	104.58	0.000751	1.73	146.50	2085.33	0.19
Reach-1	2286	25yr	355.00	100.70	105.32	102.65	105.38	0.000689	1.85	191.66	3143.29	0.18
Reach-1	2286	50yr	446.00	100.70	105.83	102.89	105.89	0.000663	1.98	278.59	3870.19	0.18
Reach-1	2286	100yr	546.00	100.70	106.20	103.12	106.26	0.000627	2.05	497.92	4606.33	0.18
Reach-1	2286	200yr	640.00	100.70	106.47	103.32	106.52	0.000590	2.08	730.61	5038.89	0.18
Reach-1	2286	500yr	784.00	100.70	106.74	103.59	106.76	0.000289	1.52	1830.46	5576.07	0.13
Reach-1	1444	2yr	89.50	100.07	102.39	100.55	102.40	0.000189	0.72	123.74	60.72	0.09
Reach-1	1444	5yr	180.00	100.07	103.54	100.83	103.55	0.000201	0.90	199.86	181.31	0.10
Reach-1	1444	10yr	253.00	100.07	104.25	101.02	104.26	0.000216	0.99	256.39	1298.42	0.10
Reach-1	1444	25yr	355.00	100.07	105.05	101.25	105.07	0.000218	1.06	333.37	2749.44	0.10
Reach-1	1444	50yr	446.00	100.07	105.55	101.44	105.57	0.000232	1.15	400.41	3380.04	0.11
Reach-1	1444	100yr	546.00	100.07	105.90	101.63	105.93	0.000258	1.26	546.97	4240.79	0.12
Reach-1	1444	200yr	640.00	100.07	106.17	101.80	106.19	0.000267	1.33	760.78	5100.90	0.12
Reach-1	1444	500yr	784.00	100.07	106.50	102.05	106.53	0.000262	1.39	1196.51	5957.32	0.12
Reach-1	1016	2yr	89.50	99.75	102.28	100.36	102.29	0.000323	0.95	93.93	44.63	0.12
Reach-1	1016	5yr	180.00	99.75	103.42	100.70	103.44	0.000348	1.18	152.42	147.26	0.13
Reach-1	1016	10yr	253.00	99.75	104.12	100.95	104.15	0.000347	1.31	192.94	985.38	0.13
Reach-1	1016	25yr	355.00	99.75	104.91	101.24	104.95	0.000355	1.46	242.46	2647.64	0.13
Reach-1	1016	50yr	446.00	99.75	105.40	101.48	105.44	0.000384	1.62	275.77	3034.75	0.14
Reach-1	1016	100yr	546.00	99.75	105.73	101.73	105.78	0.000441	1.83	325.60	3675.67	0.15
Reach-1	1016	200yr	640.00	99.75	105.98	101.94	106.04	0.000489	2.00	445.59	4609.18	0.16
Reach-1	1016	500yr	784.00	99.75	106.31	102.30	106.38	0.000497	2.11	819.85	5661.26	0.17
Reach-1	744	2yr	151.00	97.33	102.26	98.07	102.26	0.000065	0.68	221.17	48.71	0.06
Reach-1	744	5yr	299.00	97.33	103.37	98.50	103.39	0.000130	1.08	276.41	115.00	0.08
Reach-1	744	10yr	416.00	97.33	104.06	98.79	104.08	0.000179	1.33	324.54	1267.33	0.10
Reach-1	744	25yr	579.00	97.33	104.84	99.14	104.87	0.000226	1.61	448.44	2865.51	0.11
Reach-1	744	50yr	723.00	97.33	105.31	99.43	105.36	0.000261	1.81	590.39	3637.15	0.12
Reach-1	744	100yr	882.00	97.33	105.62	99.73	105.68	0.000319	2.06	693.05	4187.49	0.13
Reach-1	744	200yr	1030.00	97.33	105.85	99.98	105.92	0.000377	2.28	782.23	4516.28	0.15
Reach-1	744	500yr	1250.00	97.33	106.16	100.33	106.25	0.000444	2.55	1012.94	5233.24	0.16
Reach-1	662	2yr	151.00	97.70	102.25	98.35	102.26	0.000057	0.62	244.44	58.34	0.05
Reach-1	662	5yr	299.00	97.70	103.36	98.73	103.38	0.000109	0.96	310.93	141.26	0.08

HEC-RAS Plan: Existing River: Mill Creek Trib Reach: Reach-1 (Continued)

Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl
			(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)	(ft/s)	(sq ft)	(ft)	
Reach-1	662	10yr	416.00	97.70	104.05	98.98	104.07	0.000144	1.18	353.87	1306.28	0.09
Reach-1	662	25yr	579.00	97.70	104.82	99.30	104.85	0.000181	1.43	415.50	2668.55	0.10
Reach-1	662	50yr	723.00	97.70	105.30	99.55	105.34	0.000220	1.66	457.07	3584.87	0.11
Reach-1	662	100yr	882.00	97.70	105.60	99.81	105.66	0.000280	1.93	508.12	3963.21	0.13
Reach-1	662	200yr	1030.00	97.70	105.82	100.04	105.89	0.000341	2.17	548.54	4328.64	0.14
Reach-1	662	500yr	1250.00	97.70	106.12	100.35	106.21	0.000428	2.50	671.86	5202.95	0.16
Reach-1	643		Bridge									
Reach-1	624	2yr	151.00	98.07	102.25	98.75	102.25	0.000086	0.72	209.42	54.18	0.06
Reach-1	624	5yr	299.00	98.07	103.35	99.15	103.37	0.000155	1.11	270.35	218.27	0.09
Reach-1	624	10yr	416.00	98.07	104.02	99.41	104.05	0.000201	1.35	309.31	1241.58	0.10
Reach-1	624	25yr	579.00	98.07	104.79	99.74	104.83	0.000249	1.63	361.06	2775.59	0.12
Reach-1	624	50yr	723.00	98.07	105.25	100.00	105.31	0.000302	1.89	398.25	3535.31	0.13
Reach-1	624	100yr	882.00	98.07	105.54	100.28	105.62	0.000385	2.20	434.39	3961.82	0.15
Reach-1	624	200yr	1030.00	98.07	105.75	100.52	105.85	0.000471	2.48	473.86	4419.43	0.17
Reach-1	624	500yr	1250.00	98.07	106.00	100.85	106.13	0.000597	2.86	638.26	5135.84	0.19
Reach-1	513	2yr	151.00	99.75	102.18	100.58	102.22	0.000924	1.68	90.07	39.71	0.20
Reach-1	513	5yr	299.00	99.75	103.23	101.06	103.31	0.001224	2.22	134.72	95.15	0.23
Reach-1	513	10yr	416.00	99.75	103.89	101.37	103.98	0.001452	2.46	169.35	1106.96	0.26
Reach-1	513	25yr	579.00	99.75	104.66	101.76	104.76	0.001563	2.58	272.72	2977.60	0.27
Reach-1	513	50yr	723.00	99.75	105.16	102.08	105.24	0.001193	2.44	605.84	3886.61	0.24
Reach-1	513	100yr	882.00	99.75	105.48	102.40	105.55	0.000982	2.36	1019.09	4479.70	0.22
Reach-1	513	200yr	1030.00	99.75	105.70	102.68	105.76	0.000916	2.37	1400.70	5124.95	0.21
Reach-1	513	500yr	1250.00	99.75	105.97	103.17	106.01	0.000775	2.28	2098.51	5944.05	0.20
Reach-1	309	2yr	151.00	99.60	101.88	100.65	101.95	0.002002	2.17	69.74	38.66	0.28
Reach-1	309	5yr	299.00	99.60	102.88	101.21	102.99	0.002001	2.67	111.91	45.03	0.30
Reach-1	309	10yr	416.00	99.60	103.50	101.56	103.63	0.002001	2.95	140.80	159.59	0.31
Reach-1	309	25yr	579.00	99.60	104.23	102.00	104.39	0.002002	3.26	177.66	2207.92	0.31
Reach-1	309	50yr	723.00	99.60	104.74	102.33	104.92	0.002002	3.46	273.60	3206.89	0.32
Reach-1	309	100yr	882.00	99.60	105.08	102.65	105.26	0.002004	3.59	467.83	3782.29	0.32
Reach-1	309	200yr	1030.00	99.60	105.30	102.94	105.48	0.002004	3.68	625.55	4109.84	0.32
Reach-1	309	500yr	1250.00	99.60	105.58	103.32	105.76	0.002004	3.85	875.95	4803.78	0.33

REVISED CONDITIONS RUN

HEC-RAS Plan: Revised River: Mill Creek Trib Reach: Reach-1

Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl
			(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)	(ft/s)	(sq ft)	(ft)	
Reach-1	2286	2yr	89.50	100.70	102.72	101.54	102.76	0.001524	1.56	57.42	42.75	0.24
Reach-1	2286	5yr	180.00	100.70	103.83	101.99	103.87	0.000900	1.65	109.36	514.45	0.20
Reach-1	2286	10yr	253.00	100.70	104.53	102.33	104.58	0.000755	1.73	146.23	2068.19	0.19
Reach-1	2286	25yr	355.00	100.70	105.31	102.65	105.36	0.000697	1.86	190.86	3138.35	0.18
Reach-1	2286	50yr	446.00	100.70	105.82	102.89	105.88	0.000671	1.99	274.27	3854.10	0.18
Reach-1	2286	100yr	546.00	100.70	106.20	103.12	106.26	0.000628	2.05	497.50	4605.55	0.18
Reach-1	2286	200yr	640.00	100.70	106.47	103.32	106.52	0.000590	2.08	731.27	5039.40	0.18
Reach-1	2286	500yr	784.00	100.70	106.73	103.59	106.75	0.000298	1.54	1799.82	5544.88	0.13
Reach-1	1444	2yr	89.50	100.07	102.39	100.55	102.40	0.000190	0.72	123.61	60.70	0.09
Reach-1	1444	5yr	180.00	100.07	103.53	100.83	103.55	0.000202	0.90	199.53	180.87	0.10
Reach-1	1444	10yr	253.00	100.07	104.24	101.02	104.26	0.000217	0.99	255.84	1274.84	0.10
Reach-1	1444	25yr	355.00	100.07	105.03	101.25	105.05	0.000221	1.07	331.61	2732.05	0.10
Reach-1	1444	50yr	446.00	100.07	105.54	101.44	105.56	0.000234	1.16	397.50	3360.74	0.11
Reach-1	1444	100yr	546.00	100.07	105.90	101.63	105.93	0.000258	1.26	546.49	4238.29	0.12
Reach-1	1444	200yr	640.00	100.07	106.17	101.80	106.19	0.000267	1.33	761.86	5103.74	0.12
Reach-1	1444	500yr	784.00	100.07	106.48	102.05	106.51	0.000271	1.41	1157.74	5905.04	0.12
Reach-1	1016	2yr	89.50	99.75	102.28	100.36	102.29	0.000323	0.95	93.82	44.59	0.12
Reach-1	1016	5yr	180.00	99.75	103.41	100.70	103.43	0.000350	1.18	152.14	146.38	0.13
Reach-1	1016	10yr	253.00	99.75	104.11	100.95	104.14	0.000349	1.31	192.52	959.39	0.13
Reach-1	1016	25yr	355.00	99.75	104.89	101.24	104.93	0.000360	1.47	241.22	2619.86	0.13
Reach-1	1016	50yr	446.00	99.75	105.39	101.48	105.43	0.000388	1.63	274.48	3015.50	0.14
Reach-1	1016	100yr	546.00	99.75	105.73	101.73	105.78	0.000442	1.83	325.38	3673.60	0.15
Reach-1	1016	200yr	640.00	99.75	105.98	101.94	106.04	0.000488	2.00	446.62	4618.15	0.16
Reach-1	1016	500yr	784.00	99.75	106.28	102.30	106.35	0.000519	2.15	776.08	5571.32	0.17
Reach-1	744	2yr	151.00	97.33	102.25	98.07	102.26	0.000065	0.68	221.05	48.71	0.06
Reach-1	744	5yr	299.00	97.33	103.37	98.50	103.38	0.000130	1.08	276.15	114.57	0.08
Reach-1	744	10yr	416.00	97.33	104.05	98.79	104.08	0.000180	1.33	323.88	1243.17	0.10
Reach-1	744	25yr	579.00	97.33	104.82	99.14	104.85	0.000228	1.61	443.34	2841.86	0.11
Reach-1	744	50yr	723.00	97.33	105.30	99.43	105.34	0.000264	1.82	585.22	3585.36	0.12
Reach-1	744	100yr	882.00	97.33	105.62	99.73	105.68	0.000319	2.06	692.72	4186.29	0.13
Reach-1	744	200yr	1030.00	97.33	105.85	99.98	105.92	0.000376	2.28	782.89	4520.22	0.15
Reach-1	744	500yr	1250.00	97.33	106.12	100.33	106.21	0.000457	2.58	979.73	5167.15	0.16
Reach-1	662	2yr	151.00	97.70	102.25	98.35	102.26	0.000057	0.62	244.30	58.34	0.05
Reach-1	662	5yr	299.00	97.70	103.36	98.73	103.37	0.000109	0.96	310.61	141.09	0.08

HEC-RAS Plan: Revised River: Mill Creek Trib Reach: Reach-1 (Continued)

Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl
			(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)	(ft/s)	(sq ft)	(ft)	
Reach-1	662	10yr	416.00	97.70	104.04	98.98	104.06	0.000144	1.18	353.40	1275.96	0.09
Reach-1	662	25yr	579.00	97.70	104.80	99.30	104.83	0.000183	1.44	415.26	2650.63	0.10
Reach-1	662	50yr	723.00	97.70	105.28	99.55	105.32	0.000222	1.66	464.87	3563.16	0.11
Reach-1	662	100yr	882.00	97.70	105.60	99.81	105.65	0.000280	1.92	515.89	3961.50	0.13
Reach-1	662	200yr	1030.00	97.70	105.82	100.04	105.89	0.000340	2.17	560.25	4332.05	0.14
Reach-1	662	500yr	1250.00	97.70	106.08	100.35	106.17	0.000435	2.51	667.11	5101.32	0.16
Reach-1	643		Bridge									
Reach-1	624	2yr	151.00	98.07	102.25	98.75	102.25	0.000086	0.72	209.42	54.18	0.06
Reach-1	624	5yr	299.00	98.07	103.35	99.15	103.37	0.000155	1.11	270.35	218.27	0.09
Reach-1	624	10yr	416.00	98.07	104.02	99.41	104.05	0.000201	1.35	309.31	1241.58	0.10
Reach-1	624	25yr	579.00	98.07	104.79	99.74	104.83	0.000249	1.63	361.06	2775.59	0.12
Reach-1	624	50yr	723.00	98.07	105.25	100.00	105.31	0.000302	1.89	398.93	3535.26	0.13
Reach-1	624	100yr	882.00	98.07	105.54	100.28	105.62	0.000386	2.20	437.60	3961.80	0.15
Reach-1	624	200yr	1030.00	98.07	105.75	100.52	105.85	0.000471	2.48	479.81	4419.43	0.17
Reach-1	624	500yr	1250.00	98.07	106.00	100.85	106.13	0.000597	2.86	638.26	5135.84	0.19
Danah 1	E40	2yr	151.00	99.75	102.18	100.58	100.00	0.000924	1.68	90.07	39.71	0.20
Reach-1	513	5yr	299.00			100.58	102.22			134.72	95.15	0.20
Reach-1	513 513	10yr	416.00	99.75 99.75	103.23 103.89	101.06	103.31 103.98	0.001224 0.001452	2.22 2.46	169.35	1106.96	0.23 0.26
Reach-1	513	25yr	579.00	99.75	103.69	101.76	103.98	0.001432	2.40	272.72	2977.60	0.27
Reach-1	513	50yr	723.00	99.75	105.16	101.76	104.70	0.001303	2.44	605.84	3886.61	0.24
Reach-1	513	100yr	882.00	99.75	105.10	102.40	105.24	0.001193	2.44	1019.09	4479.70	0.22
Reach-1	513	200yr	1030.00	99.75	105.70	102.48	105.76	0.000302	2.37	1400.70	5124.95	0.21
Reach-1	513	500yr	1250.00	99.75	105.77	103.17	106.01	0.000775	2.28	2098.51	5944.05	0.20
Ttodoii i	0.0	Cooyi	1200.00	00.70	100.01	100.11	100.01	0.000770	2.20	2000.01	0011.00	0.20
Reach-1	309	2yr	151.00	99.60	101.88	100.65	101.95	0.002002	2.17	69.74	38.66	0.28
Reach-1	309	5yr	299.00	99.60	102.88	101.21	102.99	0.002001	2.67	111.91	45.03	0.30
Reach-1	309	10yr	416.00	99.60	103.50	101.56	103.63	0.002002	2.95	140.80	159.59	0.31
Reach-1	309	25yr	579.00	99.60	104.23	102.00	104.39	0.002003	3.26	177.66	2207.92	0.31
Reach-1	309	50yr	723.00	99.60	104.74	102.33	104.92	0.002002	3.46	273.60	3206.89	0.32
Reach-1	309	100yr	882.00	99.60	105.08	102.65	105.26	0.002004	3.59	467.83	3782.29	0.32
Reach-1	309	200yr	1030.00	99.60	105.30	102.94	105.48	0.002004	3.68	625.55	4109.84	0.32
Reach-1	309	500yr	1250.00	99.60	105.58	103.32	105.76	0.002004	3.85	875.95	4803.78	0.33

APPENDIX F CONTRACTION SCOUR ESTIMATE

Live-Bed Contraction-Scour Estimate

(occurs in the channel region)

(Option to fill in/modify gray shaded cells. Other cells are selected/calculated automatically.)

Bridge Number: County:

N/A Stream:
Richland Road:

Mill Creek Tributary County Dirt Road

Bridge Length: 100

1/5/22

Physiographic Region: Coastal Plain

Multiple Bridge?
Relief Bridge?
Swampy, Poorly
Defined Channel?

Drainage Area: 4.12

Date of Analysis:

 Latitude:
 33 34 36
 DMS

 Longitude:
 81 30 59
 DMS

Drainage Area Check -- Original Curve (Benedict and others, 2016; Benedict and Caldwell, 2009): Drainage Area Check -- Modified Curve (Benedict and others, 2016; Benedict and Caldwell, 2012):

No

No

No

DA OUTSIDE RANGE (Below)
DA OUTSIDE RANGE (Below)

sq mi

Comparison of Geometric-Contraction Ratios [m]

m from model:

m from road plans:

m from topographic map:

m from FEMA/Other map:

USE m: (from "Site Info" Sheet)

m range check -- Original Curve (Benedict and Caldwell, 2009) (m <=0.82): m range check -- Modified Curve (Benedict and Caldwell, 2012) (m <=0.90):

m Value	Quality of Source Data
0.22	Fair
No Data	No Data
0.50	Not Usable
No Data	No Data
0.22	

OK	
OK	

**NOTE: The "USE m" value is automatically pulled from the Site Info Sheet.

Guidance:

Original Live-Bed Contraction-Scour Curve:

(Benedict and others, 2016; Benedict and Caldwell, 2009)

NOTE: Only the field envelope curve for live-bed contraction scour is used in the spreadsheet template. The user may refer to Benedict and others (2016) for application of the dimensionless envelope curve, if deemed appropriate.

- 1) For Piedmont and Coastal Plain sites the maximum m =0.82.
 - 2) Limited clear-water scour data suggests that it may be appropriate to extend the live-bed curve beyond a value of 0.82; however caution and judgment must be used.
 - 3) Drainage area should fall within range of the measured data and caution should be used as drainage area approaches limits of data.
 - 4) Because of uncertainty associated with the live-bed contraction-scour data, caution and judgment must be used in the final estimate of live-bed contraction scour.

Modified Live-Bed Contraction-Scour Curve:

(Benedict and others, 2016; Benedict and Caldwell, 2012)

Limits: 1) For Piedmont and Coastal Plain sites the maximum m =0.9.

- 2) Drainage area should be 200 square miles or less.
- 3) Because of uncertainty associated with the live-bed contraction-scour data, caution and judgment must be used in the final estimate of live-bed contraction scour.

APPENDIX G NO-RISE / NO-IMPACT CERTIFICATIONS

NO-RISE CERTIFICATION

This document is to certify that I am duly qualified engineer licensed to practice in the State of South Carolina. It is to further certify that the attached technical data supports the fact that the proposed Richland County Conservation Commission Bridge Replacement at Latitude: 33.83296 Longitude: -80.88602 will not increase the existing base flood elevations on Mill Creek Tributary at unpublished cross-sections in the area of the proposed development.

	Provided Across Seal Below
	(Signature)
Jan. 5, 2022	Hydraulic Engineer
(Date)	(Title)

Seal:



Structure No-Impact Certification

This is to certify that I am a duly qualified engineer licensed to practice in the State of South Carolina. This further certifies that no structures* are located in the areas that would be affected by base flood elevation increases for Mill Creek Tributary in Richland County, South Carolina, associated with the replacement of an existing bridge located at <u>Latitude: 33.83296 Longitude: -80.88602</u> near Hopkins, SC.

*A structure, as defined by FEMA 44 CFR 59.1, is a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home. Structure, for insurance purposes, means:

- (1) A building with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site;
- (2) A manufactured home ("a manufactured home," also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- (3) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

	Provided Across Seal Below
	(Signature)
Jan. 5, 2022	Hydraulic Engineer
(Date)	(Title)

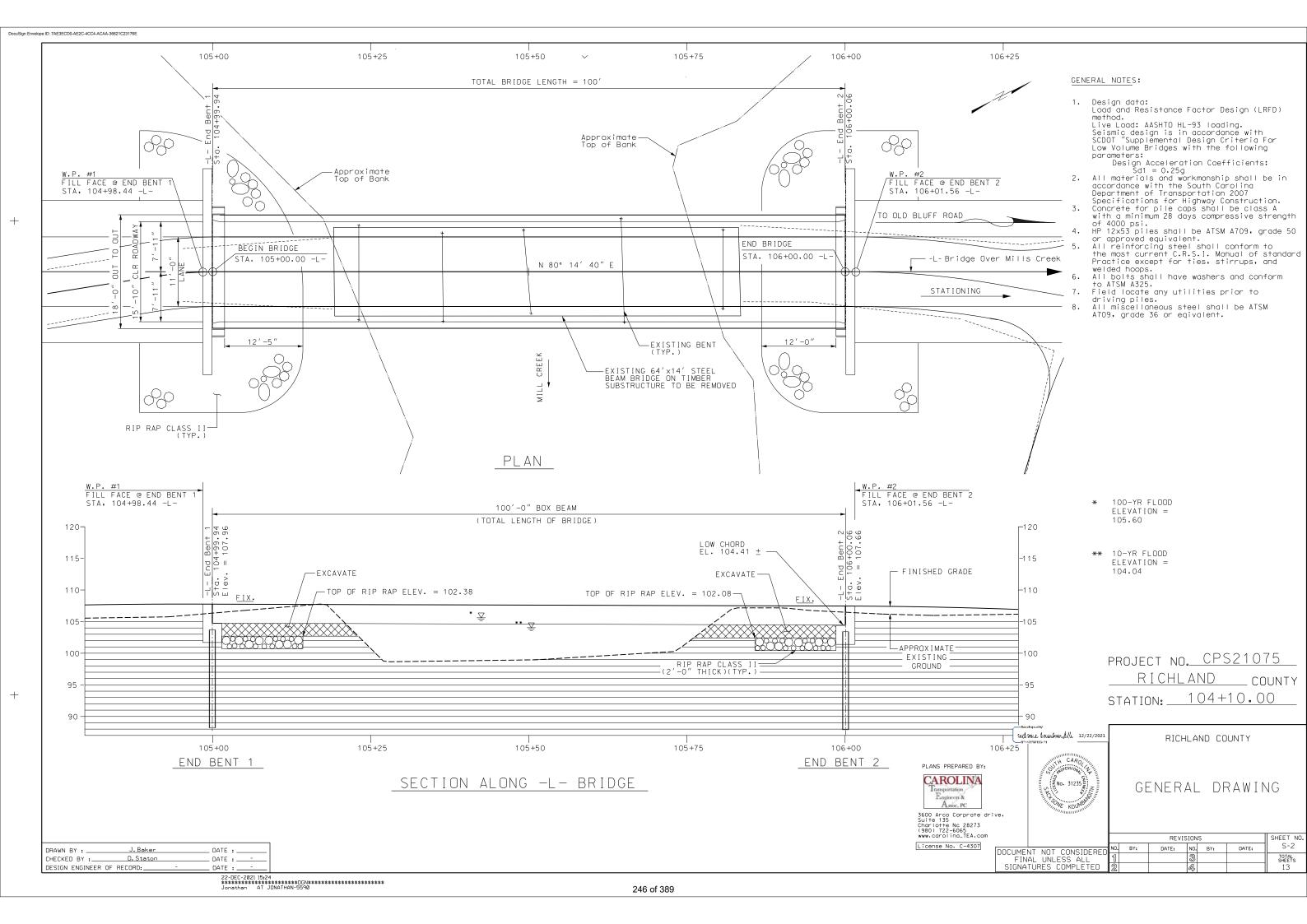
Seal:



APPENDIX H STRUCTURE DESIGN DRAWINGS

SHEET TOTAL SHEETS STATE COUNTY PROJECT REFERENCE NO. S.C. CPS21075 $1 \mid 13$ \bigcirc LOCATION: (DIRT ROAD) REPLACE BRIDGE OVER MILL CREEK PROJECT LOCATION 0 0 TYPE OF WORK: GRADING AND STRUCTURE VICINITY MAP TOTAL BRIDGE LENGTH = 100' Approximate-Top of Bank 8 8 W.P. #2 FILL FACE @ END BENT 2 STA. 106+01.56 -L-W.P. #1 FILL FACE @ END BENT STA. 104+98.44 -L--Approximate Top of Bank TO OLD BLUFF ROAD END BRIDGE STA. 106+00.00 -L-BEGIN BRIDGE STA. 105+00.00 -L---L- Bridge Over Mills Creek \bigcirc N 80° 14′ 40" E STATIONING MMILL CREEK \bigcirc MRIP RAP CLASS II (TYP.) 0 0 CAROLINA Transportation 2018 STANDARD SPECIFICATIONS GRAPHIC SCALES PROJECT LENGTH \triangleleft CAROLINA
TRANSPORTATION
ENGINEERS
AND
ASSOC. P.C.
NO. 5739 LENGTH OF ROADWAY PROJECT # CPS 21075 = 128.12 Engineers & LENGTH OF STRUCTURE PROJECT # CPS 21075 = 100.00 A ssoc., PC TOTAL LENGTH OF PROJECT # CPS 21075 = 228.12 Prepared in the Office of: 3600 Arco Corporate Drive, Suite 135 Charlotte, NC 28273 (980) 722-6065 www.carolina_TEA.com sact-same townbarndille 12/22/2021 PROJECT DESIGN ENGINEER

License No. C-4307



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GENERAL NOTES

FOR OTHER DESIGN DATA AND GENERAL AND STANDARD NOTES, SEE SHEET 2 AND 13.

FOR EROSION CONTROL MEASURES, SEE ROADWAY PLANS.

FOR SUBMITAL OF WORKING DRAWINGS, SEE SPECIAL PROVISIONS.

FOR FALSEWORK AND FORMWORK, SEE SPECIAL PROVISIONS.

FOR CRANE SAFETY, SEE SPECIAL PROVISIONS.

FOR GROUT FOR STRUCURES, SEE SPECIAL PROVISIONS.

FOUNDATION NOTES

STANDARD SPECIFICATIONS REFERENCED BELOW ARE USDOT FHA STANDARD SPECIFICATIONS FP-14.

FOR PILES, SEE SECTION 711 OF THE STANDARD SPECIFICATIONS.

PILES AT END BENT NO. 1 AND END BENT NO. 2 ARE DESIGNED FOR A FACTORED DRIVING RESISTANCE OF 79 TONS PER PILE.

DRIVE PILES AT END BENT NO. 1 AND END BENT NO. 2 TO A REQUIRED DRIVING RESISTANCE OF 122 TONS PER PILE.

STEEL H-PILE POINTS ARE REQUIRED FOR STEEL H-PILES AT END BENT NO. 1. AND END BENT NO. 2 FOR STEEL PILE POINTS, SEE SECTION 771 OF THE STANDARD SPECIFICATIONS.

IT HAS BEEN ESTIMATED THAT A HAMMER WITH AN EQUIVALENT RATED ENERGY IN THE RANGE OF 30 TO 50 FT-KIPS PER BLOW WILL BE REQUIRED TO DRIVE PILES AT END BENT NO. 1 AND END BENT NO. 2. THIS ESTIMATED ENERGY DOES NOT RELEASE THE CONTRACTOR FROM PROVIDING DRIVING EQUIPMENT IN ACCORDANCE WITH SECTION 711 OF THE STANDARD SPECIFICATIONS.

TESTING THE FIRST PRODUCTION PILE ON EITHER END BENT 1 OR END BENT 2 WITH THE PDA DURING DRIVING, RESTRIKING, OR REDRIVING IS REQUIRED. FOR PDA TESTING, SEE SECTION 711 OF THE STANDARD SPECIFICATIONS.

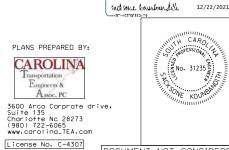
DRIVE PILES OF END BENTS 1 AND 2 TO A FINAL EMBEDMENT OF NO LESS THAN 15 FEET BELOW BOTTOM OF PILE CAP.

					TOT	AL BILL	OF MA	TERIAL				
	PRES CON	X 3'-3" TRESSED ICRETE BEAMS	ELASTOMERIC BEARINGS	CONCRETE PARAPET		12 X 53 EEL PILES	CLASS A CONCRETE	REINFORCING STEEL	RIP RAP (CLASS II)	PILE DRIVING EQUIPMENT SETUP FOR HP 12×53 STEEL PILES	PILE POINTS	PDA
	NO.	LIN. FT.	EACH	LIN. FT.	NO.	LIN. FT	CU. YARDS	LBS.	TON	EACH	EACH	
SUPERSTRUCTURE	6	600		200								
END BENT 1			6		4	280	12.6	2298	1 4	4	4	1
END BENT 2			6		4	280	12.6	2298	17	4	4	
TOTAL	6	600	12	200	8	560	25.2	4596	31	8	8	1

PROJECT NO. CPS21075

RICHLAND COUNTY

STATION: 104+10.00



RICHLAND COUNTY

GENERAL NOTES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED 2

RED NO. BY: DATE: NO. BY: DATE: S-3

1 3 500 11

ED 2 4 11

REVISIONS

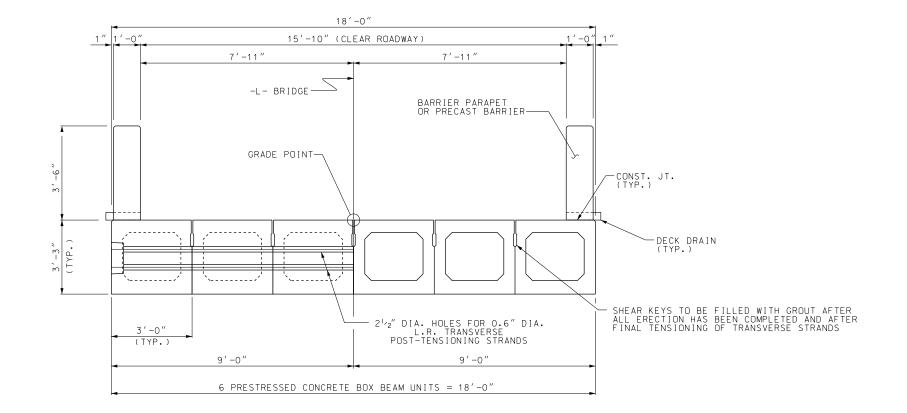
SHEET N
S-3

TOTALS
SHEETS
13

CHECKED BY :.

DESIGN ENGINEER OF RECORD:

D. Stator

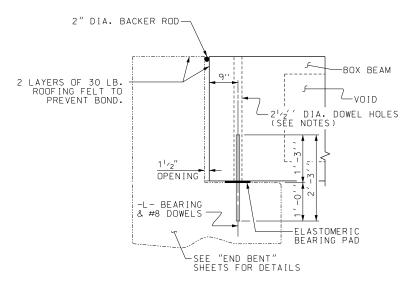


HALF SECTION
AT INTERMEDIATE DIAPHRAGMS

HALF SECTION

TYPICAL SECTION

FIXED END



<u>section at end bent</u>

PERMITTED THREADED INSERT CAST IN OUTSIDE FACE OF EXTERIOR UNIT AND RECESSED 3/6". SIZE TO BE DETERMINED BY CONTRACTOR.

THREADED INSERT DETAIL

NOTES

ALL PRESTRESSING STRANDS SHALL BE 7-WIRE LOW RELAXATION GRADE 270 STRANDS AND SHALL CONFORM TO AASHTO M203 EXCEPT FOR SAMPLING REQUIREMENTS WHICH SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

ALL REINFORCING STEEL CAST WITH THE BOX BEAM SECTIONS SHALL BE GRADE 60 AND SHALL BE INCLUDED IN THE UNIT PRICE BID FOR PRESTRESSED CONCRETE BOX BEAMS.

FLAME CUTTING OF THE TRANSVERSE POST-TENSIONING STRAND IS NOT ALLOWED.

RECESSES FOR TRANSVERSE STRANDS SHALL BE GROUTED AFTER THE TENSIONING OF THE STRANDS.

THE $2^{\rm I}{\rm Z}''\sim$ DOWEL HOLES AT FIXED ENDS OF BOX BEAM SECTIONS SHALL BE FILLED WITH NON-SHRINK GROUT.

THE BACKER RODS SHALL CONFORM TO THE REQUIREMENTS OF TYPE M BOND BREAKER. SEE STANDARD SPECIFICATIONS.

THE TRANSFER OF LOAD FROM THE ANCHORAGES TO THE BOX BEAM UNIT SHALL BE DONE WHEN THE CONCRETE HAS REACHED A COMPRESSIVE STRENGTH OF NOT LESS THAN 6000 PSI.

PRESTRESSING STRANDS SHALL BE CUT FLUSH WITH THE BOX BEAM UNIT ENDS.

APPLY EPOXY PROTECTIVE COATING TO BOX BEAM UNIT ENDS.

VERTICAL GROOVED CONTRACTION JOINTS, 1/2' IN DEPTH, SHALL BE TOOLED IN ALL EXPOSED FACES OF THE BARRIER RAIL. A VERTICAL CONTRACTION JOINT SHALL BE LOCATED AT EACH THIRD POINT BETWEEN BARRIER RAIL EXPANSION JOINTS, ONLY ONE CONTRACTION JOINT IS REQUIRED AT MIDPOINT OF BARRIER RAIL SEGMENTS LESS THAN 20 FEET IN LENGTH AND NO CONTRACTION JOINTS ARE REQUIRED FOR THOSE SEGMENTS LESS THAN 10 FEET IN LENGTH.

THE LOCATION OF THE VOID DRAINS MAY BE SHIFTED SLIGHTLY WHERE NECESSARY TO CLEAR PRESTRESSING STRANDS OR TRANSVERSE REINFORCING STEEL.

FOR GROUT FOR STRUCTURES. SEE SPECIAL PROVISIONS.

THE PERMITTED THREADED INSERTS ARE DETAILED AS AN OPTION FOR THE CONTRACTOR TO ATTACH FALSEWORK AND FORMWORK DURING CONSTRUCTION.

THE PERMITTED THREADED INSERTS IN THE EXTERIOR UNITS SHALL BE SIZED BY THE CONTRACTOR, SPACED AT 4'-0" CENTERS AND GALVANIZED. STAINLESS STEEL THREADED INSERTS MAY BE USED AS AN ALTERNATE.

THE PERMITTED THREADED INSERTS SHALL BE GROUTED BY THE CONTRACTOR IMMEDIATELY FOLLOWING REMOVAL OF THE FALSEWORK.

THE COST OF THE PERMITTED THREADED INSERTS SHALL BE INCLUDED IN THE PRICE BID FOR THE PRECAST UNITS.

PROJECT NO. CPS21075

RICHLAND COUNTY

STATION: 104+10.00

RICHLAND COUNTY

Sactoria Complex Add 12/22/2021

Brestreams

ANO. 31235

PLANS PREPARED BY:

CAROLINA

Assoc, PC

License No. C-4307

3600 Arco Corprate drive. Suite 135 Charlotte Nc 28273 (980) 722-6065 www.carolina_TEA.com STANDARD 3'-0" X 3'-3"

SHEET 1 OF 5

PRESTRESSED CONCRETE BOX BEAM UNIT

REVISIONS

SHEET NO.

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REVISIONS

SHEET NO.

S-4

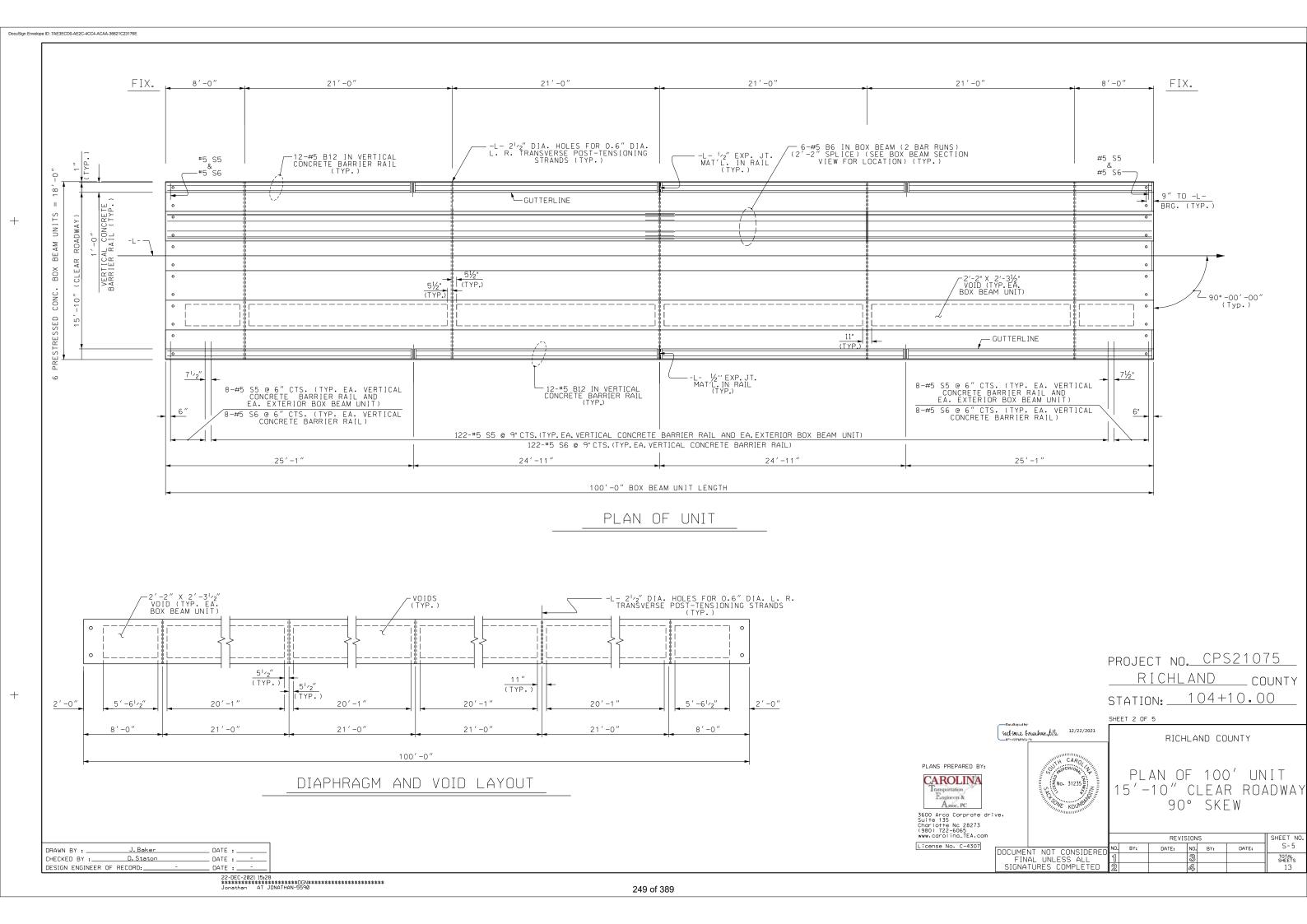
Total SHEETS

13

DATE :__

DATE :

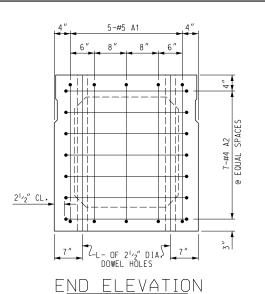
248 of 389





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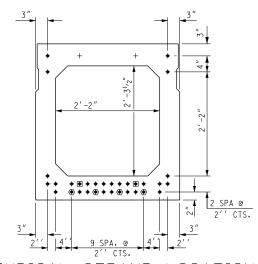
SHOWING PLACEMENT OF #5 & #4 "A" BARS
AND LOCATION OF DOWEL HOLES.
(INTERIOR BOX BEAM SECTION SHOWN-EXTERIOR
SECTION SIMILAR EXCEPT SHEAR KEY LOCATION.
STRAND LAYOUT NOT SHOWN.)

1'-0" - #4 S4 -3" X 3" CHAMFER (TYP.) 2″ CL.

INTERIOR BOX BEAM SECTION

(STRAND LAYOUT NOT SHOWN)

0.6" DIA. LOW RELAXATION STRAND LAYOUT



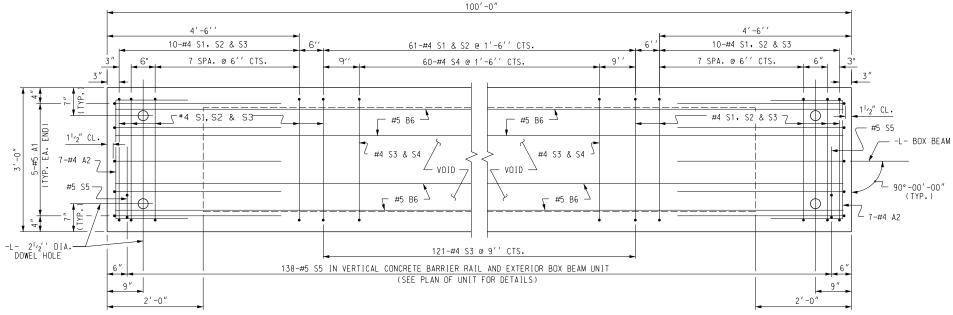
STRAND LOCATION (32 STRANDS REQUIRED) DEBONDING LEGEND

- FULLY BONDED STRANDS
- STRANDS DEBONDED FOR 4'-0" FROM END OF GIRDER
- STRANDS DEBONDED FOR 12'-0" FROM END OF GIRDER

BOND SHALL BE BROKEN ON STRANDS AS SHOWN FOR THE SPECIFIED LENGTH FROM EACH END OF THE BOX BEAM. SEE STANDARD SPECIFICATIONS ARTICLE 1078-7.

SHEAR KEY DETAIL

NOTE: OMIT SHEAR KEY ON OUTSIDE FACE OF EXTERIOR BOX BEAMS.



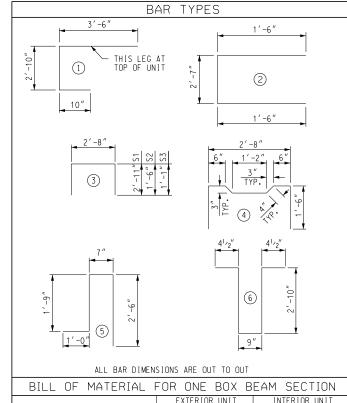
GRADE 270	STRANDS
	0.6" * L.R.
AREA (SQUARE INCHES)	0.217
ULTIMATE STRENGTH (LBS. PER STRAND)	58,600
APPLIED PRESTRESS (LBS. PER STRAND)	43,950

PLANS PREPARED BY:

CAROLINA

Engineers & Assoc. PC

License No. C-4307



DIL	L UF	MHILL	VIHL I	ON UNE	. DUA D	CHM 3E	CITUIN
				EXTERI	OR UNIT	INTERI	OR UNIT
BAR	NUMBER	SIZE	TYPE	LENGTH	WEIGHT	LENGTH	WEIGHT
A1	10	#5	1	7'-2"	75	7'-2"	75
A2	44	#4	2	5'-7"	164	5'-7"	164
B6	12	#5	STR	50'-11"	637	50'-11"	637
K1	15	#4	6	7'-2"	72	7'-2"	72
K2	10	#4	STR	2'-7"	17	2'-7"	17
S1	81	#4	3	8'-6"	460	8'-6"	460
S2	81	#4	3	5'-8"	307	5'-8"	307
S3	141	#4	3 4	4'-10"	455	4'-10"	455
S4	60	#4	4	5'-10"	234	5'-10"	234
* S5	138	#5	5	5'-10"	840		
RE I NF OF	RCING ST	EEL		2421	LBS.	242	1 LBS.
* EPOX'	COATED	REINF.	STEEL	840	LBS.		
7500 P	S.I. CO	NCRETE		19.6	CU. YDS.	19.4	CU. YDS.
0.6" *	L.R. ST	RANDS		No. 32	2	No. 32	

PROJECT NO. CPS21075 RICHLAND COUNTY STATION: ___104+10.00

sactione townbandile 12/22/2021 3600 Arco Corprate drive. Suite 135 Charlotte Nc 28273 (980) 722-6065 www.carolina_TEA.com

RICHLAND COUNTY

S-6

TOTAL SHEETS 13

DATE:

SUPERSTRUCTURE DETAILS 3'-3" BOX BEAM

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

REVISIONS DATE: NO. BY:

PLAN OF BOX BEAM

EXTERIOR UNIT SHOWN, INTERIOR UNIT SIMILAR EXCEPT OMIT #5 S5 BARS.
FOR LOCATION OF DIAPHRAGMS, SEE "PLAN OF UNIT".
FOR THREADED INSERTS, SEE "THREADED INSERT DETAIL".
FOR REINFORCING STEEL IN DIAPHRAGMS, SEE "DOUBLE DIAPHRAGM DETAILS".

DRAWN BY :	J. Baker		DATE :	
CHECKED BY :_	D. Staton		DATE :	-
DESIGN ENGINEE	R OF RECORD:	-	DATE :	-

3′-0″

#5 S5

L #4 S1 EXTERIOR BOX BEAM SECTION

(STRAND LAYOUT NOT SHOWN)

3" X 3" — CHAMFER (TYP.)

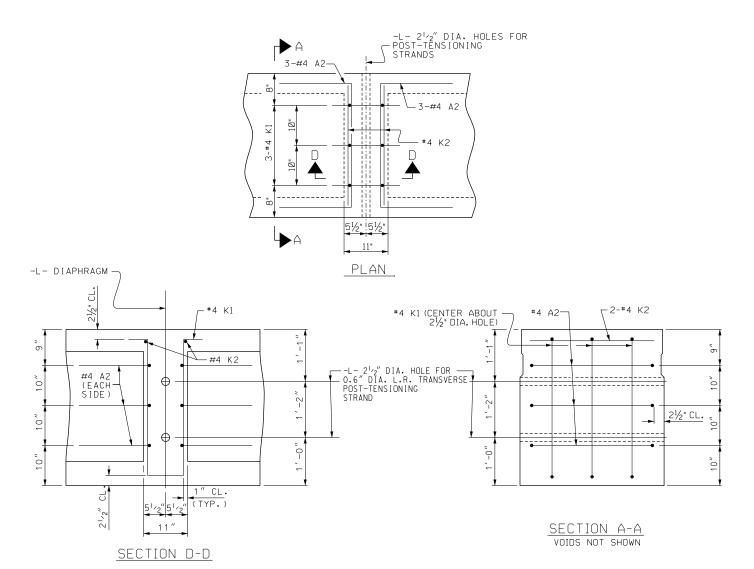
#4 S4 ·

#5 B6-



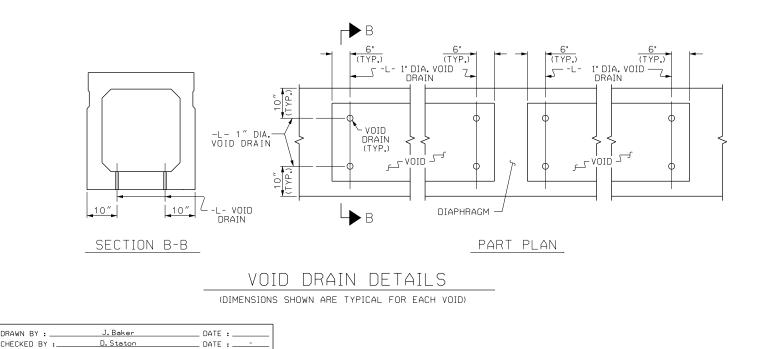
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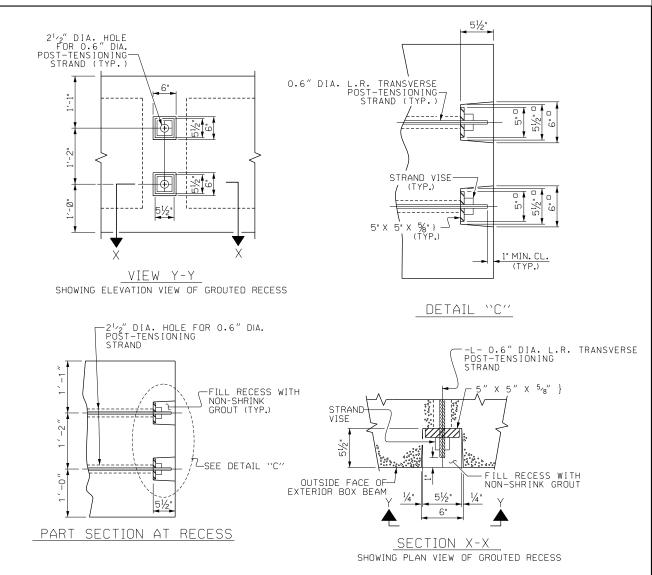
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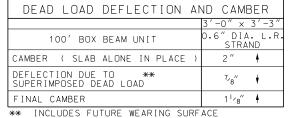
DOUBLE DIAPHRAGM DETAILS

#4 "S" BARS NOT SHOWN. #4 "S" BARS MAY BE SHIFTED SLIGHTLY TO CLEAR 21/2" DIA. HOLE.





GROUTED RECESS DETAIL AT END OF POST-TENSIONED STRANDS OF EXTERIOR BOX BEAM





PLANS PREPARED BY:

CAROLINA

Engineers & Assoc. PC

License No. C-4307

PROJECT NO. CPS21075 RICHLAND COUNTY STATION: ___104+10.00

S-7

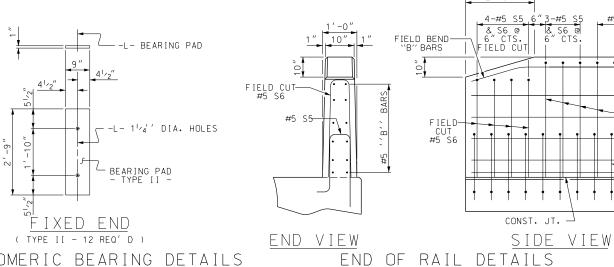
RICHLAND COUNTY STANDARD $3'-0'' \times 3'-3''$ PRESTRESSED CONCRETE

BOX BEAM UNIT REVISIONS DATE: NO. BY: DATE:

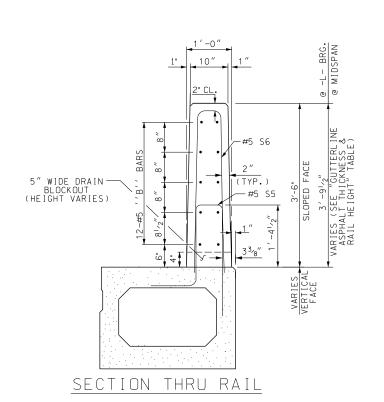
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

DATE :



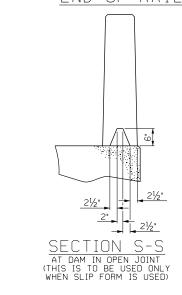


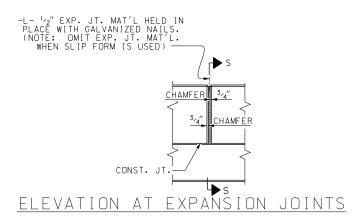
ELASTOMERIC BEARING DETAILS ELASTOMER IN ALL BEARINGS SHALL BE 60 DUROMETER HARDNESS.



DATE : __

DATE :





VERTICAL CONCRETE BARRIER RAIL DETAILS

1			
l			
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l			
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ı			

D. Staton

CHECKED BY :_

DESIGN ENGINEER OF RECORD:

				BOX BEAM UNITS REQUIRED					
						NUMBER	LENGTH	TOTAL LENGTH	
				EXTERIOR	В.В.	2	100′-0″	200'-0"	
				INTERIOR	В.В.	4	100′-0″	400′-0″	
				TOTAL		6		600′-0″	
nF	MATERIAL	FNR	VFR	TICAL		NCRET	F BARRI	FR RAII	

BIL	L OF MATERIAL FOR VERTICAL CONCRE	TE E	BARF	RIER	RAIL	
BAR	BARS PER PAIR OF EXTERIOR UNITS	SIZE	TYPE	LENGTH	WEIGHT	
	100' UNIT					
* B12	96	#5	STR	24'-7"	2461	
* S6	276	#5	1	7'-2"	2063	
* EPO	XY COATED REINFORCING STEEL	LBS.			4524	
CLASS	AA CONCRETE	CU.YDS.			25.9	
TOTAL	OTAL VERTICAL CONCRETE BARRIER RAIL LN. FT.					

PROJECT NO. CPS21075 RICHLAND COUNTY STATION: ___104+10.00

sacksonie kourkandije 12/22/2021 PLANS PREPARED BY: CAROLINA Engineers & Assoc. PC 3600 Arco Corprate drive, Suite 135 Charlotte Nc 28273 (980) 722-6065 www.carolina_TEA.com

License No. C-4307

RICHLAND COUNTY

SHEET NO. S-8

SUPERSTRUCTURE DETAILS 3'-3" BOX BEAM

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REVISIONS DATE: NO. BY: DATE:

SHEET 5 OF 5

#5 S5 & S6

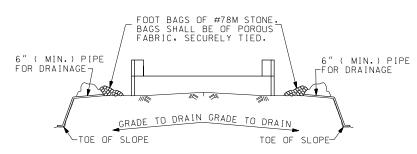
NOTES STIRRUPS IN CAP MAY BE SHIFTED AS NECESSARY TO CLEAR DOWELS. FOR PILE SPLICE DETAILS, SEE SHEET 11. FOR WING DETAILS, SEE SHEET 12. 20'-7" 6′-0″ 6′-0″ 10′-31/2″ 10'-31/2" -11/2" EXPANSION JOINT MATERIAL (TYP.) — 90° 00′ 00″ -L- HP 12 X 53 PILES -1" ELASTOMERIC BEARING SEE SH. 11 ALLOWABLE — CONSTRUCTION JOINT BEGIN BRIDGE -STA. 105+00.00 L- BEARING & S1 DOWELS FILL FACE - S1 DOWELS (TYP.) WP #1 _____ STA, 104+98.44 -L-PLAN -L- BRIDGE -L- CAP A **◀** EL. 107.96 - S1 (TYP.) ALLOWABLE — CONSTRUCTION JOINT EL. 104.63 PILE CUTTOFF EL. 102.88 EL. 101.63 $A \blacktriangleleft \Box$ #5 B3 —— (OVER PILES) -3-#4 S2 (TYP.) STATION: ___104+10.00 HP 12 X 53 STEEL PILES - 4 SPA. @ 5'-6'' = 16'-6''SHEET 1 OF 4 sacksone kourbandile 12/22/2021 RICHLAND COUNTY ELEVATION PLANS PREPARED BY: FOR SECTION A-A, SEE SHEET 11. SUBSTRUCTURE CAROLINA Transportation
Engineers &
Assoc. PC END BENT No. 1 3600 Arco Corprate drive, Suite 135 Charlotte Nc 28273 (980) 722-6065 www.carolina_TEA.com SHEET NO. S-9 REVISIONS License No. C-4307 DATE: NO. BY: DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED DATE: CHECKED BY :_ D. Staton DATE :___ DESIGN ENGINEER OF RECORD: DATE : 253 of 389

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PROJECT NO. CPS21075 RICHLAND COUNTY DocuSign Envelope ID: 7AE3ECD0-AE2C-4CC4-ACAA-36621C23176E NOTES STIRRUPS IN CAP MAY BE SHIFTED AS NECESSARY TO CLEAR DOWELS. FOR PILE SPLICE DETAILS, SEE SHEET 11. -WP #2 STA. 106+01.56 FOR WING DETAILS, SEE SHEET 12. -L- BRIDGE -L- CAP S1 DOWELS— (TYP.) -ALLOWABLE CONSTRUCTION JOINT -END BRIDGE STA. 106+00.00 -L- BEARING — & S1 DOWELS 1" ELASTOMERIC BEARING SEE SH. 11 +2" 1'-0" FRONT -L- BENT -L- HP 12 X 53 PILES 11/2" EXPANSION -JOINT MATERIAL (TYP.) 90° 00′ 00″ — 10'-31/2" 10'-31/2" 20'-7" 6'-0" 6'-0" 32'-7" PLAN --L- BRIDGE -L- CAP 16-#5 B1 (MATCH B3 & B4) A **4** EL. 107.66 — S1 (TYP.) ALLOWABLE — CONSTRUCTION JOINT ___EL. 104.33 PILE CUTTOFF EL. 102.58 PROJECT NO. CPS21075 EL. 101.33 RICHLAND COUNTY $\mathbb{A} \blacktriangleleft \mathbb{I}$ 7- SPA. @ - 4-#9 10" MAX. = 5'-6" STATION: ___104+10.00 - 2-#6 S3 (TYP.) 3-#5 B4 @ 6″ CTS. #5 B3 — (OVER PILES) - 3-#4 S2 (TYP.) SHEET 2 OF 4 sacksonie konunkandille 12/22/2021 RICHLAND COUNTY HP 12 X 53 STEEL PILES - 4 SPA. @ 5'-6'' = 16'-6''2'-01/2 2'-01/2" PLANS PREPARED BY: SUBSTRUCTURE CAROLINA Fransportation
Engineers &
Assoc. PC END BENT No. 2 3600 Arco Corprate drive, Suite 135 Charlotte Nc 28273 (980) 722-6065 www.carolina_TEA.com FOR SECTION A-A, SEE SHEET 11. SHEET NO. S-10 REVISIONS License No. C-4307 DATE: NO. BY: DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED DATE: CHECKED BY :_ D. Staton DATE :___ DESIGN ENGINEER OF RECORD: DATE : 254 of 389

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MINIMUM OF 3- ONE CUBIC

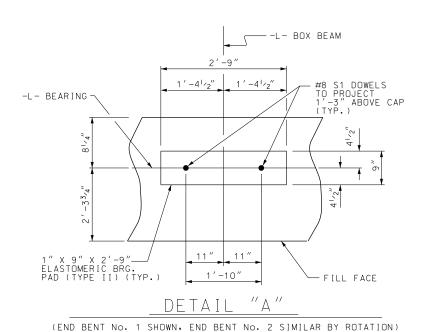


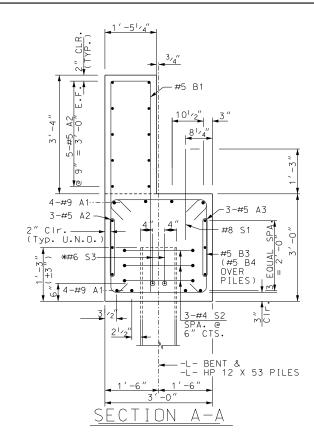
BAGGED STONE AND PIPE SHALL BE PLACED IMMEDIATELY AFTER COMPLETION OF END BENT EXCAVATION. PIPE MAY BE EITHER CONCRETE, CORRUGATED STEEL, CORRUGATED ALUMINUM ALLOY, OR CORRUGATED PLASTIC. PERFORATED PIPE WILL NOT BE ALLOWED.

BAGGED STONE SHALL REMAIN IN PLACE UNTIL THE ENGINEER DIRECTS THAT IT BE REMOVED. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF SILT ACCUMULATIONS AT BAGGED STONE WHEN SO DIRECTED BY THE ENGINEER. BAGS SHALL BE REMOVED AND REPLACED WHENEVER THE ENGINEER DETERMINES THAT THEY HAVE DETERIORATED AND LOST THEIR EFFECTIVENESS.

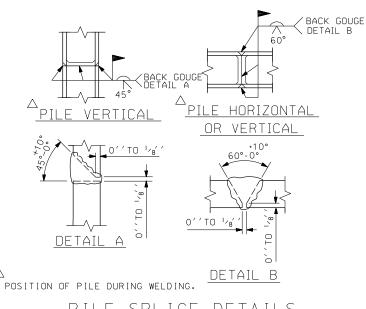
NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK AND THE ENTIRE COST OF THIS WORK SHALL BE INCLUDED IN THE UNIT CONTRACT PRICE BID FOR THE SEVERAL PAY ITEMS.

TEMPORARY DRAINAGE AT END BENT



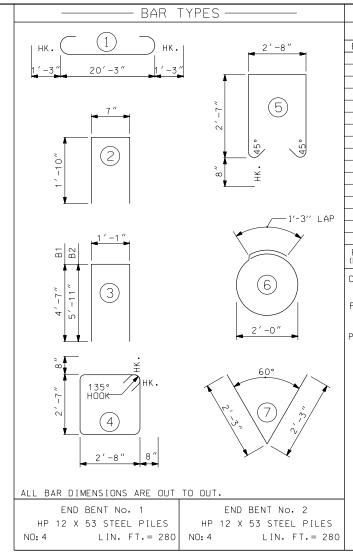


* 1" DIA. MIN., $1\frac{1}{2}$ " DIA. MAX. HOLE FOR S3 BARS.



PILE SPLICE DETAILS

SCALE- 7/16" = 1'-0"



FOR ONE END BENT BAR NO. | SIZE | TYPE | LENGTH | WEIGHT 551 20'-3" 32′-3" 437 A3 3 #5 STR 20'-3" 63 14 #5 114 #5 10'-3" 331 В1 #5 216 B3 4 #5 5 9'-2" 38 #5 333 11'-10" #5 K1 | STR 2′-6" 10 #4 4'-3" 17 S2 12 #4 6 7'-6" 60 S3 8 #6 7 54 4′-6" 2298 LBS

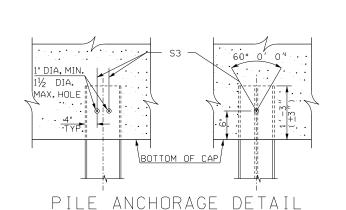
BILL OF MATERIAL

CLASS A CONCRETE BREAKDOWN (FOR ONE END BENT)

CAP, LOWER PART OF WINGS & COLLARS 7.8 C.Y

4.8 C.Y.

TOTAL CLASS A CONCRETE 12.6 C.Y.



PLANS PREPARED BY:

CAROLINA

Assoc, PC

License No. C-4307

PROJECT NO. CPS21075 RICHLAND STATION: ___104+10.00

SHEET 3 OF 4

RICHLAND COUNTY

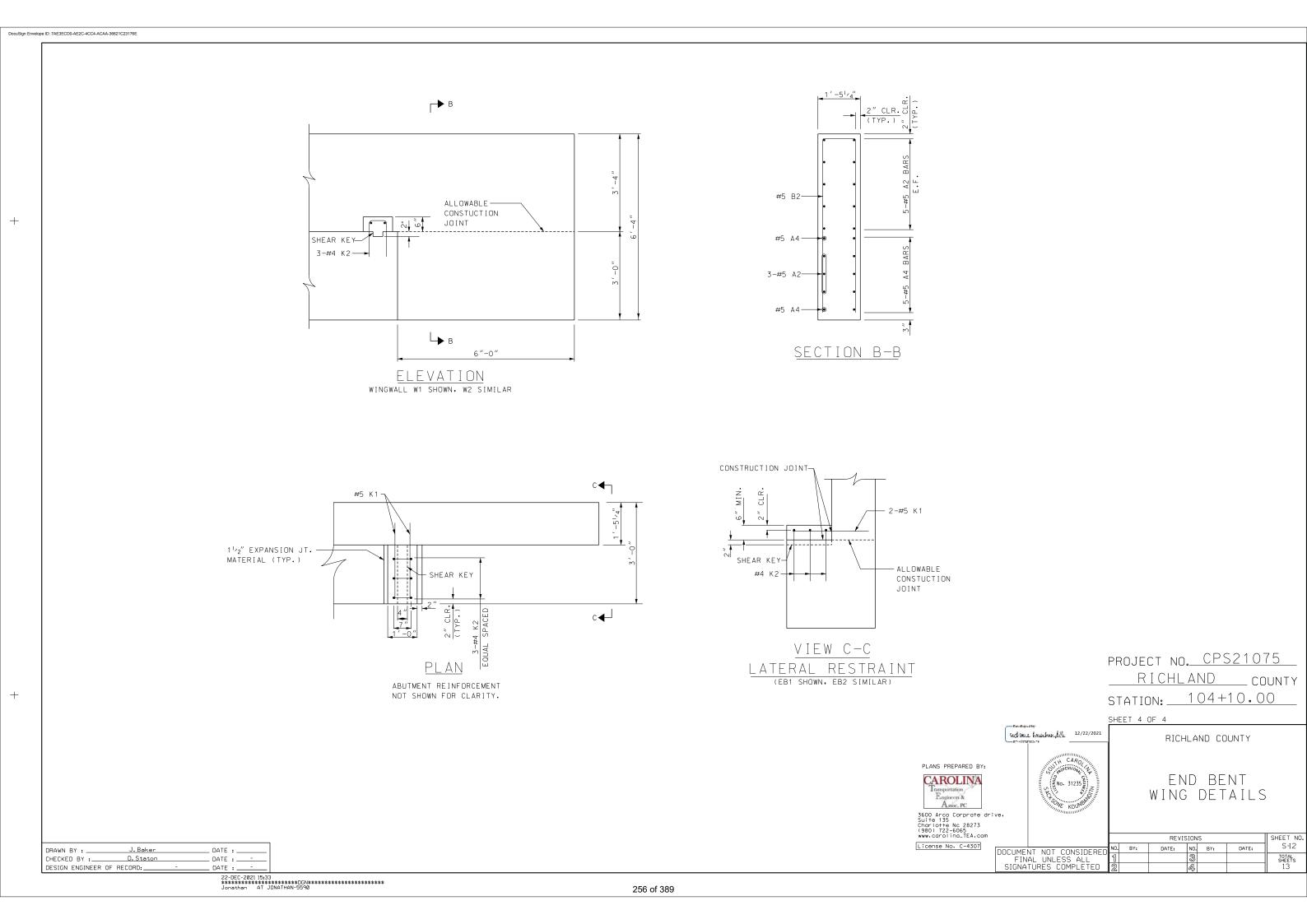
END BENT NO. 1 & 2 DETAILS

sactionie tourbandille

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REVISIONS DATE: NO. BY: S-11 DATE:

CHECKED BY : D. Stator DATE :__ DESIGN ENGINEER OF RECORD: DATE :



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STANDARD NOTES

DESIGN DATA:

SPECIFICATIONS - - - - - - - - - - - A.A.S.H.T.O. (CURRENT) LIVE LOAD - - - - - - - - - - - - - SEE PLANS IMPACT ALLOWANCE - - - - - - - - - - SEE A.A.S.H.T.O. STRESS IN EXTREME FIBER OF STRUCTURAL STEEL - AASHTO M270 GRADE 36 - 20,000 LBS. PER SQ. IN. - AASHTO M270 GRADE 50W - 27,000 LBS. PER SQ. IN. - AASHTO M270 GRADE 50 - 27,000 LBS. PER SQ. IN. REINFORCING STEEL IN TENSION - GRADE 60 - - 24,000 LBS. PER SQ. IN. CONCRETE IN COMPRESSION - - - - - - - - - 1,200 LBS. PER SQ. IN. CONCRETE IN SHEAR - - - - - - - - - - - SEE A.A.S.H.T.O. STRUCTURAL TIMBER - TREATED OR UNTREATED EXTREME FIBER STRESS - - - 1,800 LBS. PER SQ. IN. COMPRESSION PERPENDICULAR TO GRAIN

MATERIAL AND WORKMANSHIP:

EXCEPT AS MAY OTHERWISE BE SPECIFIED ON PLANS OR IN THE SPECIAL PROVISIONS. ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE 2018 ZZSTANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" OF THE N. C. DEPARTMENT OF TRANSPORTATION.

EQUIVALENT FLUID PRESSURE OF EARTH - - - - 30 LBS, PER CU, FT.

OF TIMBER - - - - 375 LBS. PER SQ. IN.

STEEL SHEET PILING FOR PERMANENT OR TEMPORARY APPLICATIONS SHALL BE HOT ROLLED.

CONCRETE:

UNLESS OTHERWISE REQUIRED ON PLANS, CLASS A CONCRETE SHALL BE USED FOR ALL PORTIONS OF ALL STRUCTURES WITH THE EXCEPTION THAT: CLASS AA CONCRETE SHALL BE USED IN BRIDGE SUPERSTRUCTURES, ABUTMENT BACKWALLS, AND APPROACH SLABS; AND CLASS B CONCRETE SHALL BE USED FOR SLOPE PROTECTION AND RIP RAP.

CONCRETE CHAMFERS:

UNLESS OTHERWISE NOTED ON THE PLANS, ALL EXPOSED CORNERS ON STRUCTURES SHALL BE CHAMFERED 3/4" WITH THE FOLLOWING EXCEPTIONS: TOP CORNERS OF CURBS MAY BE ROUNDED TO 11/2" RADIUS WHICH IS BUILT INTO CURB FORMS: CORNERS OF TRANSVERSE FLOOR EXPANSION JOINTS SHALL BE ROUNDED WITH A 1/4" FINISHING TOOL UNLESS OTHERWISE REQUIRED ON PLANS: AND CORNERS OF EXPANSION JOINTS IN THE ROADWAY FACES AND TOPS OF CURBS AND SIDEWALKS SHALL BE ROUNDED TO A 1/4" RADIUS WITH A FINISHING STONE OR TOOL UNLESS OTHERWISE REQUIRED ON PLANS.

DOWELS:

DOWELS WHEN INDICATED ON PLANS AS FOR CULVERT EXTENSIONS, SHALL BE EMBEDDED AT LEAST 12" INTO THE OLD CONCRETE AND GROUTED INTO PLACE WITH 1:2 CEMENT MORTAR.

ALLOWANCE FOR DEAD LOAD DEFLECTION, SETTLEMENT. ETC. IN CASTING SUPERSTRUCTURES:

BRIDGES SHALL BE BUILT ON THE GRADE OR VERTICAL CURVE SHOWN ON PLANS. SLABS, CURBS AND PARAPETS SHALL CONFORM TO THE GRADE OR CURVE.

ALL DIMENSIONS WHICH ARE GIVEN IN SECTION AND ARE AFFECTED BY DEAD LOAD DEFLECTIONS ARE DIMENSIONS AT CENTER LINE OF BEARING UNLESS OTHERWISE NOTED ON PLANS. IN SETTING FORMS FOR STEEL BEAM BRIDGES AND PRESTRESSED CONCRETE GIRDER BRIDGES, ADJUSTMENTS SHALL BE MADE DUE TO THE DEAD LOAD DEFLECTIONS FOR THE ELEVATIONS SHOWN. WHERE BLOCKS ARE SHOWN OVER BEAMS FOR BUILDING UP TO THE SLAB, THE VERTICAL DIMENSIONS OF THE BLOCKS SHALL BE ADJUSTED BETWEEN BEARINGS TO COMPENSATE FOR DEAD LOAD DEFLECTIONS, VERTICAL CURVE ORDINATE, AND ACTUAL BEAM CAMBER. WHERE BOTTOM OF SLAB IS IN LINE WITH BOTTOM OF TOP FLANGES, DEPTH OF SLAB BETWEEN BEARINGS SHALL BE ADJUSTED TO COMPENSATE FOR DEAD LOAD DEFLECTION, VERTICAL CURVE ORDINATE, AND ACTUAL BEAM CAMBER. ACTUAL BEAM CAMBER.

IN SETTING FALSEWORK AND FORMS FOR REINFORCED CONCRETE SPANS, AN ALLOWANCE SHALL BE MADE FOR DEAD LOAD DEFLECTIONS, SETTLEMENT OF FALSEWORK, AND PERMANENT CAMBER WHICH SHALL BE PROVIDED FOR IN ADDITION TO THE ELEVATIONS SHOWN. AFTER REMOVAL OF THE FALSEWORK, THE FINISHED STRUCTURES SHALL CONFORM TO THE PROFILE AND ELEVATIONS SHOWN ON THE PLANS AND CONSTRUCTION ELEVATIONS FURNISHED BY THE ENGINEER.

DETAILED DRAWINGS FOR FALSEWORK OR FORMS FOR BRIDGE SUPERSTRUCTURE AND ANY STRUCTURE OR PARTS OF A STRUCTURE AS NOTED ON THE PLANS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BEFORE CONSTRUCTION OF THE FALSEWORK OR FORMS IS STARTED.

REINFORCING STEEL:

ALL REINFORCING STEEL SHALL BE DEFORMED. DIMENSIONS RELATIVE TO PLACEMENT OF REINFORCING ARE TO CENTERS OF BARS UNLESS OTHERWISE INDICATED IN THE PLANS. DIMENSIONS ON BAR DETAILS ARE TO CENTERS OF BARS OR ARE OUT TO OUT AS INDICATED ON PLANS.

WIRE BAR SUPPORTS SHALL BE PROVIDED FOR REINFORCING STEEL WHERE INDICATED ON THE PLANS. WHEN BAR SUPPORT PIECES ARE PLACED IN CONTINUOUS LINES, THEY SHALL BE SO PLACED THAT THE ENDS OF THE SUPPORTING WIRES SHALL BE LAPPED TO LOCK LEGS ON ADJOINING PIECES.

STRUCTURAL STEEL:

AT THE CONTRACTOR'S OPTION, HE MAY SUBSTITUTE 1/8" '- SHEAR STUDS FOR THE 3/4" '- STUDS SPECIFIED ON THE PLANS. THIS SUBSTITUTE 100 SHALL BE MADE AT THE RATE OF 3 - 1/8" '- STUDS FOR 4 - 3/4" '- STUDS. AND STUD SPACING CHANGES SHALL BE MADE AS NECESARY TO PROVIDE THE SAME EQUIVALENT NUMBER OF 1/8" '- STUDS ALONG THE BEAM AS SHOWN FOR 3/4" '- STUDS BASED ON THE RATIO OF 3 - 1/8" '- STUDS FOR 4 - 3/4" '- STUDS. STUDS OF THE LENGTH SPECIFIED ON THE PLANS MUST BE PROVIDED. THE MAXIMUM SPACING SHALL BE 2'-0". STUDŞ

EXCEPT AT THE INTERIOR SUPPORTS OF CONTINUOUS BEAMS WHERE THE COVER PLATE IS IN CONTACT WITH BEARING PLATE, THE CONTRACTOR MAY, AT HIS OPTION, SUBSTITUTE FOR THE COVER PLATES DESIGNATED ON THE PLANS COVER PLATES OF THE EQUIVALENT AREA PROVIDED THESE PLATES ARE AT LEAST 5/6" AN THICKNESS AND DO NOT EXCEED A WIDTH EQUAL TO THE FLANGE WIDTH LESS 2" OR A THICKNESS EQUAL TO 2 TIMES THE FLANGE THICKNESS. THE SIZE OF FILLET WELDS SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT ANSI AASHTO/AWS BRIDGE WELDING CODE" ELECTROSLAG WELDING WILL NOT BE PERMITTED.

WITH THE SOLE EXCEPTION OF EDGES AT SURFACES WHICH BEAR ON OTHER SURFACES, ALL SHARP EDGES AND ENDS OF SHAPES AND PLATES SHALL BE SLIGHTLY ROUNDED BY SUITABLE MEANS TO A BADIUS OF APPROXIMATELY 16 INCH OR EQUIVALENT FLAT SURFACE AT A SUITABLE ANGLE PRIOR TO PAINTING, GALVANIZING, OR METALLIZING.

HANDRAILS AND POSTS:

METAL STANDARDS AND FACES OF THE CONCRETE END POSTS FOR THE METAL RAIL SHALL BE SET NORMAL TO THE GRADE OF THE CURB, UNLESS OTHERWISE SHOWN ON PLANS. THE METAL RAIL AND TOPS OF CONCRETE POSTS USED WITH THE ALUMINUM RAIL SHALL BE BUILT PARALLEL TO THE GRADE OF THE CURB.

METAL HANDRAILS SHALL BE IN ACCORDANCE WITH THE PLANS. RAILS SHALL BE AS MANUFACTURED FOR BRIDGE RAILING. CASTINGS SHALL BE OF A UNIFORM APPEARANCE. FINS AND OTHER DEFORMATIONS RESULTING FROM CASTING OR OTHERWISE SHALL BE REMOVED IN A MANNER SO THAT A UNIFORM COLORING OF THE COMPLETED CASTING SHALL BE OBTAINED. CASTINGS WITH DISCOLORATIONS OR OF NON-UNIFORM COLORING WILL NOT BE ACCEPTED. CERTIFIED MILL REPORTS ARE REQUIRED FOR METAL RAILS AND POSTS.

SPECIAL NOTES:

GENERALLY, IN CASE OF DISCREPANCY, THIS STANDARD SHEET OF NOTES SHALL GOVERN OVER THE SPECIFICATIONS, BUT THE REMAINDER OF THE PLANS SHALL GOVERN OVER NOTES HEREON, AND SPECIAL PROVISIONS SHALL GOVERN OVER ALL. SEE

PROJECT NO. CPS21075 RICHLAND STATION: ___104+10.00

S-13

sactione tourbandile 12/22/2021 PLANS PREPARED BY: CAROLINA Assoc. PC 3600 Arco Corprate drive. Suite 135 Charlotte Nc 28273 (980) 722-6065 www.carolina_TEA.com License No. C-4307

RICHLAND COUNTY JANUARY, 1990

REVISIONS DATE: NO. BY: BY: DATE: DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED TOTAL SHEETS

CHECKED BY : D. Stator DATE : __ DESIGN ENGINEER OF RECORD: DATE :

Richland County Council Request for Action

Subject:

Road Maintenance Fund Revenue

Notes:

December 15, 2022 – The A&F Committee recommended Council approve the release of capital funding from previously approved Public Works budgets for road improvements (\$3,080,700) and capital purchases (\$845,000).

RICHLAND COUNTY ADMINISTRATION

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



Agenda Briefing

Prepared by:	Michael Maloney		Title:		Director		
Department:	Public Works		Division	Division: Enginee		neering	
Date Prepared:	November	November 21, 2022		Meeting Date:		December 15, 2022	
Legal Review	Patrick Wright via email			Date:		November 28, 2022	
Budget Review	Abhijit Deshpande via email		Date:		te:	November 30, 2022	
Finance Review	Stacey Hamm via email			Da	te:	November 28, 2022	
Approved for consideration: Assistant County Administrate		ator J	ohn	M. Tho	ompson, Ph.D., MBA, CPM, SCCEM		
Meeting/Committee	Administration & Finance						
Subject	Department of Public Works - Road Maintenance Fund						

RECOMMENDED/REQUESTED ACTION:

Staff recommends that County Council approve the release of capital funding from previously-approved Public Works budgets for road improvements (\$3,080,700) and capital purchases (\$845,000).

Request for Council Reconsideration: X Yes					
FIDUCIARY:					
Are funds allocated in the department's current fiscal year budget?		Yes		No	
If not, is a budget amendment necessary?		Yes		No	

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Road Maintenance Fund balance at the end of Fiscal Year 2022 (FY-22) was \$12,045,868.

Applicable department/grant key and object codes: 1216302000 / 531400

1216302000 / 532200

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Department of Public Works (DPW) receives revenue via the Road Maintenance Fund to support the maintenance, repair, and improvement of roads in the County Road Maintenance System (CRMS). This revenue is collected through a Road Maintenance Fee (RMF) on vehicle personal property tax bills from residents of Richland County. The RMF generates approximately \$6,000,000 per year, of which one-third is directly applied to funding transportation capital improvements such as paved road resurfacing and roadway drainage repair and improvements. The other source of funding for roadways and safety improvements within the CRMS are "C" Funds distributed by the County Transportation Committee (CTC). "C" Funds are allocated on a per project basis at the CTC's discretion to agencies whose projects meet criteria established by the Committee. Richland County competes with the South Carolina Department of Transportation (SCDOT) and City of Columbia for "C" funds.

In a typical year, the Department of Public Works would anticipate receiving half of its project funding from the CTC and half from the RMF. A lawsuit filed in multiple South Carolina counties, to include Richland County, delayed funding capital improvement projects and equipment purchases using the RMF. Roadway projects during this time have been funded only though CTC grants. This funding reduction resulted in half the number of capital road projects in the project pipeline being constructed. During this same time period, heavy equipment purchases have been severely reduced as well.

Not surprisingly, DPW is falling behind in its ability to improve the County road infrastructure and provide excellent facilities to the public (reference County Strategic Goal 4.1.3).

Staff is requesting the ability to access and spend funds budgeted for specific improvement projects and equipment purchases. By making Road Maintenance Fund available once more, staff can again begin to partner with the CTC this fiscal year on much needed improvements to County's infrastructure by providing a local match. Deferred projects and equipment include the following:

Construction	Cost
Hobart Rd	\$500,000
Pavement Resurfacing	\$1,000,000
Fashion/Forum Dr	\$1,580,700

Equipment	Cost
Vactor Truck	\$335,000
Rubber tire loader	\$200,000
Paving Machine	\$200,000
Mini Excavator	\$60,000
Skid Steer Loader	\$50,000

It is critical that the County being reinvesting into the public infrastructure within the CRMS to avoid overall deterioration of the system. An investment of seven million dollars annually is needed to maintain the current pavement conditions.

Richland County Council Request for Action

Subject:

IGA - City of Forest Acres

Notes:

December 15, 2022 – The A&F Committee recommended Council approve the standard intergovernmental agreement with the City of Forest Acres. The intergovernmental agreement will replace the agreement previously entered into with the City of Forest Acres for animal care services.

RICHLAND COUNTY ADMINISTRATION

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



Agenda Briefing

Prepared by:	Sandra Haynes		Title	:	Directo	r
Department:	Animal Services		Divis	Division: Anim		nal Care
Date Prepared:	November 16, 2022		Mee	Meeting Date:		December 15, 2022
Legal Review	Patrick Wright via email			Date:		November 28, 2022
Budget Review	Abhijit Deshpande via email			Da	ate:	November 30, 2022
Finance Review	Stacey Hamm via email			Da	ate:	November 28, 2022
Approved for consideration: Assistant County Administrat		ator	Aric	A Jens	en, AICP	
Meeting/Committee	Administration & Finance					
Subject	Intergovernmental Agreement City of Forest Acres					

RECOMMENDED/REQUESTED ACTION:

Staff recommends the approval of the standard intergovernmental agreement with the City of Forest Acres. This intergovernmental agreement will replace the agreement previously entered into with the City for animal care services.

Forest Acres is requesting that Council consider waiving the pet license fee for the citizens of the City. The County has intergovernmental agreements with the Towns of Irmo, Eastover, Arcadia Lakes and Blythewood which require their citizens to pay pet licensing fees.

Are funds allocated in the department's current fiscal year budget? Yes	No
If not, is a budget amendment necessary?	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Request for Council Reconsideration: X Yes

Currently, there are no funds explicitly dedicated to the budget for the intergovernmental agreement. An amendment is not necessary to carry out the duties associated with the intergovernmental agreement.

Applicable department/grant key and object codes: 1100306200 526800

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The City of Forest Acres wishes to enter into a new agreement with the County to provide animal care and control services to the citizens of the City. The City desires to provide uniformity of animal control regulations in the best interest of its citizenry's health, safety, and general welfare. The agreement will allow Richland County Animal Care Officers to continue to enforce within the City of Forest Acres limits.

To continue with best practices, the City shall adopt Chapter 5 of the County's Code of Ordinances within sixty (60) days of signing the new agreement; this allows Animal Care officers to enforce and issue citations under Chapter 5 of the Richland County Code of Ordinances. The approval of this request will positively impact the City's citizens by providing the same level of service as the citizens of the County, thereby fostering good governance through collaboration with other governments (reference Strategic Plan Goal 1, Objective 1.5). The approval of this agreement will foster positive public relationships with our neighboring municipality.

Staff recommends the approval of the standard intergovernmental agreement with the City of Forest Acres that includes uniform policies and procedures for all of the areas the County services, and that does not include the request to waive the pet licensing fee. This intergovernmental agreement will replace the previous agreement with the City for animal care services.

The City of Forest Acres requests the Council's approval of an alternate agreement that waves the payment of the pet license fee for the Citizens of the City.

Council previously entered into an agreement with the City of Forest Acres on January 17, 2011. This request does not require an ordinance amendment.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

- 1. Standard Intergovernmental agreement
- 2. Intergovernmental Agreement -- Pet Licensing fees waived
- 3. Cost of services provided to the City for previous years
- 4. Previous Council approval

STATE OF SOUTH CAROLINA) RICHLAND COUNTY)	INTERGOVERNMENTAL AGREEMENT (Animal Care)
THIS AGREEMENT entered into the	is, 2022, is
by and between Richland County (hereinaft	er the "County") and the City of Forest Acres
(hereinafter the City").	

RECITALS

WHEREAS, the County and the City mutually entered into an agreement dated February 7, 2012, for animal care services within the City; and

WHEREAS, the City continues to desire the services of the County Animal Care Department for all animal care services; and

WHEREAS, the County is willing to provide the City said animal care services; and WHEREAS, the parties desire to execute a new agreement for animal care services.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Animal Care Department of the County shall provide such services to secure the enforcement and uniformity of animal control regulations within the City in compliance with the animal control ordinances of the County and in accordance with the laws of the State of South Carolina where applicable.

The County shall provide the same degree, type and level of service as customarily provided to residents of the unincorporated areas of Richland County, which shall include, but not be limited to:

- a) Field services shall include patrolling for stray, injured, nuisance and vicious animals and enforcing the County Animal Care Ordinance to include issuance of violation notices, citations and pet license applications. Field services also includes setting dog traps for sick, injured, or aggressive animals upon the request of the City. The County shall be responsible for the investigation and enforcement of animal cruelty, neglect and abandonment of animals. The County shall be responsible for the disposal of deceased animals prepared according to guidelines. The County shall be responsible for public education in the areas of responsible pet ownership.
- b) Licensing of animals of the City shall be in accordance with the County Ordinance. The County staff shall be responsible for maintaining records, receiving payment

and issuing tags. The County shall retain all payments received for pet licenses within the City.

- c) Animal Housing/Veterinary Services County shall transport animals to locations contract or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in veterinary contract.
- d) Rabies Control The County shall act as agent of the City in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals in pursuit to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.
- 2. The City shall, within sixty (60) days after signing this Agreement, adopt the current Richland County Animal Care Ordinance, and hereby agrees to timely adopt all subsequent amendments thereto.
- 3. In any and all instances where an ordinance of the City conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the City, the adopted animal care ordinances shall take precedence. It is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the City.
- 4. This Agreement shall commence on the date set forth above and shall continue unless terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.
- 5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the City Council for Forest Acres.
- 6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the City of Forest Acres which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.
 - 7. This agreement, including all requirements and details outlined in the above

paragraphs, shall apply ONLY to that portion of the City of Forest Acres which lies within the geographical boundaries of Richland County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:	RICHLAND COUNTY
	By: Overture Walker, Richland County Council Chairperson
	CITY OF FOREST ACRES
	By:

STATE OF SOUTH CARO RICHLAND COUNTY	LINA)))	INTERGOVERNMENTAL A (Animal Care)	AGREEMENT
THIS AGREEMENT 6	entered into t	this day of	, 2022, is
by and between Richland Cour	nty (hereinaf	fter the "County") and the City of	Forest Acres
(hereinafter the City").			

RECITALS

WHEREAS, the County and the City mutually entered into an agreement dated February 7, 2012, for animal care services within the City; and

WHEREAS, the City continues to desire the services of the County Animal Care Department for all animal care services; and

WHEREAS, the County is willing to provide the City said animal care services; and WHEREAS, the parties desire to execute a new agreement for animal care services.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Animal Care Department of the County shall provide such services to secure the enforcement and uniformity of animal control regulations within the City in compliance with the animal control ordinances of the County and in accordance with the laws of the State of South Carolina where applicable.

The County shall provide the same degree, type and level of service as customarily provided to residents of the unincorporated areas of Richland County, which shall include, but not be limited to:

a) Field services shall include patrolling for stray, injured, nuisance and vicious animals and enforcing the County Animal Care Ordinance to include issuance of violation notices, citations and pet license applications. Field services also includes setting dog traps for sick, injured, or aggressive animals upon the request of the City. The County shall be responsible for the investigation and enforcement of animal cruelty, neglect and abandonment of animals. The County shall be responsible for the disposal of deceased animals prepared according to guidelines. The County shall be responsible for public education in the areas of responsible pet ownership.

- b) Licensing of animals of the City shall be in accordance with the County Ordinance. The County shall waive pet licensing fees for residents of the City. The County staff shall be responsible for maintaining records and issuing tags.
- c) Animal Housing/Veterinary Services County shall transport animals to locations contract or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in veterinary contract.
- d) Rabies Control The County shall act as agent of the City in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals in pursuit to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.
- 2. The City shall, within sixty (60) days after signing this Agreement, adopt the current Richland County Animal Care Ordinance, and hereby agrees to timely adopt all subsequent amendments thereto.
- 3. In any and all instances where an ordinance of the City conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the City, the adopted animal care ordinances shall take precedence. It is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the City.
- 4. This Agreement shall commence on the date set forth above and shall continue unless terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.
- 5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the City Council for Forest Acres.
- 6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the City of Forest Acres which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

7. This agreement, including all requirements and details outlined in the above paragraphs, shall apply ONLY to that portion of the City of Forest Acres which lies within the geographical boundaries of Richland County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:	RICHLAND COUNTY
	By: Overture Walker, Richland County Council Chairperson
	CITY OF FOREST ACRES
	By:

	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Complaints Received	81	64	66	52
No. of Animals Picked up	59	27	21	17
Number of Days Held	187	126	109	89
Total paid for housing	\$2,618.00	\$3,024.00	\$2,616.00	\$2,136.00
Emergency Veterinary Services	\$123.60	\$0.00	\$108.75	\$352.00
Taxes Paid by Forest Acres	\$1,337,949.74	\$1,385,003.14	\$1,553,497.78	\$1,625.688.40

^{*}The number of animals picked up includes cats and dogs.

^{*}FY 20/21 – Animal Care picked up three sick raccoons – No cost

^{*} Two dogs and one cat picked up in the Forest Acres required emergency veterinary services.

Richland County Council Regular Session Tuesday, January 17, 2012 Page Six

Mr. Jackson moved, seconded by Ms. Kennedy, to reconsider the Caughman Creek Property item. The motion failed.

<u>City of Forest Acres Animal Care Intergovernmental Agreement</u> – Ms. Dickerson moved, seconded by Ms. Hutchinson, to approve the committee's recommendation. The vote was in favor.

<u>Authorization of Rules & Appointments Chair's Signature on Ethics Commission Letter</u> – Mr. Malinowski moved, seconded by Mr. Livingston, to authorize the Rules & Appointments Chair to forward a letter to the Ethics Commission. The vote in favor was unanimous.

CITIZEN'S INPUT

No one signed up to speak.

MOTION PERIOD

Whenever a motion is forwarded to full Council from Committee the only way it goes back to Committee is if Council directs it back to Committee [JACKSON] – This item was referred to the Rules & Appointments Committee.

ADJOURNMENT

The meeting adjourned at approximately	y 7:49 p.m.
Kelvin	E. Washington, Sr., Chair
L. Gregory Pearce, Jr., Vice-Chair	Gwendolyn Davis Kennedy
Joyce Dickerson	Valerie Hutchinson
Norman Jackson	Damon Jeter

Richland County Council Request for Action

Subject:

IGA - Town of Irmo

Notes:

December 15, 2022 – The A&F Committee recommended Council approve the standard intergovernmental agreement with the Town of Irmo. The intergovernmental agreement will replace the agreement previously entered into with the Town of Irmo for animal care services.

RICHLAND COUNTY ADMINISTRATION

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



Agenda Briefing

Prepared by:	Sandra Haynes		Title	:	Directo	r
Department:	Animal Ser	vices	Divis	Division: Anim		nal Care
Date Prepared:	November	November 16, 2022		Meeting Date:		December 15, 2022
Legal Review	Patrick Wright via email			Date:		November 28, 2022
Budget Review	Abhijit Deshpande via email			Date:		December 1, 2022
Finance Review	Stacey Ham	Stacey Hamm via email			ate:	November 28, 2022
Approved for consideration: Assistant County Administrato		ator	Aric	: A Jense	en, AICP	
Meeting/Committee	Administration & Finance					
Subject	Intergov	Intergovernmental Agreement Town of Irmo				

RECOMMENDED/REQUESTED ACTION:

Staff recommends the approval of the intergovernmental agreement with the Town of Irmo. This intergovernmental will replace the agreement previously entered into with the Town for animal care services.

FIDUCIARY:				

Are funds allocated in the department's current fiscal year budget?	Yes	\boxtimes	No
If not, is a budget amendment necessary?	Yes	\boxtimes	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Currently, there are no funds explicitly dedicated to the budget for the intergovernmental agreement. An amendment is not necessary to carry out the duties associated with the intergovernmental agreement.

Applicable department/grant key and object codes: 1100306200.526800

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Town of Irmo wishes to enter into a new agreement with the County to provide animal care and control services to the citizens of the Town. The Town desires to provide uniformity of animal control regulations in the best interest of its citizenry's health, safety, and general welfare. The agreement will allow Richland County Animal Care Officers to continue to enforce in the Town of Irmo.

To continue with best practices, the Town shall adopt Chapter 5 of the Richland County Code of Ordinances within sixty (60) days of signing the new agreement; this allows Animal Care officers to enforce and issue citations under Chapter 5 of the Richland County Code of Ordinances. The approval of this request will positively impact the Town's citizens by providing the same level of service as the citizens of the County, thereby fostering good governance through collaboration with other governments (reference Strategic Plan Goal 1, Objective 1.5). The approval of this agreement will foster positive public relationships with our neighboring municipality.

Council previously entered into an agreement with the Town of Irmo on February 1, 2011. This request does not require an ordinance amendment.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

- 1. Intergovernmental agreement
- 2. Cost of services provided to the Town for previous years
- 3. Council approval of the previous agreement

RICHLAND COUNTY	NA)))	INTERGOVERNMENTAL A (Animal Care)	GREEMENT
THIS AGREEMENT en	tered into	this day of	, 2022, is
by and between Richland Count	y (hereina	after the "County") and the Town of	f Irmo (hereinafter
the "Town").			

RECITALS

WHEREAS, the County and the Town mutually entered into an agreement dated February 15, 2021, for animal care services within the Town; and

WHEREAS, the Town continues to desire the services of the County Animal Care Department for all animal care services; and

WHEREAS, the County is willing to provide the Town said animal care services; and WHEREAS, the parties desire to execute a new agreement for animal care services.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Animal Care Department of the County shall provide such services to secure the enforcement and uniformity of animal control regulations within the Town in compliance with the animal control ordinances of the County and in accordance with the laws of the State of South Carolina where applicable.

The County shall provide the same degree, type and level of service as customarily provided to residents of the unincorporated areas of Richland County, which shall include, but not be limited to:

- a) Field services shall include patrolling for stray, injured, nuisance and vicious animals and enforcing the County Animal Care Ordinance to include issuance of violation notices, citations and pet license applications. The County shall be responsible for the investigation and enforcement of animal cruelty, neglect and abandonment of animals. The County shall be responsible for the disposal of deceased animals prepared according to guidelines. The County shall be responsible for public education in the areas of responsible pet ownership.
- b) Licensing of animals of the Town shall be in accordance with the County Ordinance. The County staff shall be responsible for maintaining records, receiving payment

and issuing tags. The County shall retain all payments received for pet licenses within the Town.

- c) Animal Housing/Veterinary Services County shall transport animals to locations contract or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in veterinary contract.
- d) Rabies Control The County shall act as agent of the Town in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals in pursuit to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.
- 2. The Town shall, within sixty (60) days after signing this Agreement, adopt the current Richland County Animal Care Ordinance, and hereby agrees to timely adopt all subsequent amendments thereto.
- 3. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence. It is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town.
- 4. This Agreement shall commence on the date set forth above and shall continue unless terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.
- 5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Irmo.
- 6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Irmo which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.
 - 7. This agreement, including all requirements and details outlined in the above paragraphs, shall apply ONLY to that portion of the Town of Irmo which lies within the

geographical boundaries of Richland County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:	RICHLAND COUNTY
	By: Overture Walker, Richland County Council Chairperson
	TOWN OF IRMO
	By:, Irmo Mayor

	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Complaints Received	163	191	143	114
No. of Animals Picked up	69	50	32	25
Number of Days Held	294	249	123	139
Total paid for housing	\$4,116.00	\$5,976.00	\$2,952.00	\$3,336.00
Emergency Veterinary Services	\$642.70	\$211.35	\$443.15	\$491.15
Taxes Paid by the Town of Irmo	\$1,123,443.56	\$1,306,368.71	\$1,475,995.16	\$1,513,353.68

^{*}The number of animals picked up includes cats and dogs.

^{*}FY 17/18 - Animal Care picked up one guinea pig – No cost

^{*}FY 19/20 – Animal Care picked up one chicken – (\$144.00). This cost includes the housing.

^{*}FY 20/21 – Animal Care picked up one sick raccoon – No cost

^{*} Four dogs and six cats picked up in the Town of Irmo required emergency veterinary services.

Richland County Council Regular Session Tuesday, February 1, 2011 Page Five

> the "Emergency Planning Zone (EPZ)" of the V. C. Summer Nuclear Plant, which is located in Fairfield County [SECOND READING]

- An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-180, Signs; Subsection (I), On-Premises Signs Permitted in the General Commercial District; Paragraph (4), Height; so as to the maximum height for on-premises signs in the GC (General Commercial) District [SECOND READING]
- Construction Services/Detention Center Chiller Project
- Judicial Center and Administration Building Lighting Upgrades
- Kershaw County IGA Screaming Eagle Landfill
- Recreation for Adults/Seniors

Ms. Hutchinson moved, seconded by Mr. Pearce, to approve the consent items. The vote in was unanimous.

FIRST READING

Sale of Property to Vulcan - Mr. Washington, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Richland County North Paving Contract RC-008-CN-1011 - Ms. Kennedy moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

Richland County Membership in the U. S. Green Building Council - Mr. Washington moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

The vote was in favor.

The Town of Irmo Animal Care Intergovernmental Agreement - Ms. Hutchinson stated that the committee recommended approval of this item. The vote in favor was

To amend the existing Intergovernmental Agreement with the Town of Arcadia Lakes for Road Maintenance, Drainage Maintenance, Plan Review, Inspection, and NPDES Stormwater Permit Compliance, dated July 14, 2003 - Ms. Hutchinson stated that the committee recommended approval of this item. The vote in favor was

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

A Resolution in support of the Central Midlands Council of Governments' pursuit of grant funding from the Department of Defense - Mr. Malinowski moved, seconded

Richland County Council Request for Action

Subject:

IGA - Town of Eastover

Notes:

December 15, 2022 – The A&F Committee recommended Council approve the standard intergovernmental agreement with the Town of Eastover. The intergovernmental agreement will replace the agreement previously entered into with the Town of Eastover for animal care services.

RICHLAND COUNTY ADMINISTRATION

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



Agenda Briefing

Prepared by:	Sandra Haynes		Title	:	Directo	r
Department:	Animal Serv	vices	Divis	Division: Anim		nal Care
Date Prepared:	November	November 16, 2022		Meeting Date:		December 15, 2022
Legal Review	Patrick Wright via email			Date:		November 28, 2022
Budget Review	Abhijit Des	Abhijit Deshpande via email			ate:	November 30, 2022
Finance Review	Stacey Ham	Stacey Hamm via email			ate:	November 28, 2022
Approved for consideration: Assistant County Administrator			rator Aric A Jensen, AICP			
Meeting/Committee	Administration & Finance				_	
Subject	Intergov	Intergovernmental Agreement Town of Eastover				

RECOMMENDED/REQUESTED ACTION:

Staff recommends the approval of the intergovernmental agreement with the Town of Eastover. This intergovernmental will replace the agreement previously entered into with the Town for animal care services.

Request for Council Reconsideration: X Yes	
FIDUCIARY:	

Are funds allocated in the department's current fiscal year budget?	Yes	\boxtimes	No
If not, is a budget amendment necessary?	Yes	\boxtimes	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Currently, there are no funds explicitly dedicated to the budget for the intergovernmental agreement. An amendment is not necessary to carry out the duties associated with the intergovernmental agreement.

Applicable department/grant key and object codes: 1100306200 526800

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Town of Eastover wishes to enter into a new agreement with the County to provide animal care and control services to the citizens of the Town. The Town desires to provide uniformity of animal control regulations in the best interest of its citizenry's health, safety, and general welfare. The agreement will allow Richland County Animal Care officers to continue to enforce in the Town of Eastover

To continue with best practices, the Town shall adopt Chapter 5 of the Richland County Code of Ordinances within sixty (60) days of signing the new agreement; this allows Animal Care officers to enforce and issue citations under Chapter 5 of the Richland County Code of Ordinances. The approval of this request will positively impact the Town's citizens by providing the same level of service as the citizens of the County, thereby fostering good governance through collaboration with other governments (reference Strategic Plan Goal 1, Objective 1.5). The approval of this agreement will foster positive public relationships with our neighboring municipality.

Council previously entered into an agreement with the Town of Eastover on February 7, 2012. This request does not require an ordinance amendment.

If this request is denied, Animal Care will no longer provide services to the Town of Eastover.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

- 1. Intergovernmental agreement
- 2. Cost of services provided to the Town for previous years
- 3. Council regular session meeting minutes of February 7, 2012

STATE OF SOUTH CAROLINA) RICHLAND COUNTY)	INTERGOVERNMENTAL AGREEMENT (Animal Care)
THIS AGREEMENT entered into	this day of, 2022, is
by and between Richland County (hereina	fter the "County") and the Town of Eastover
(hereinafter the "Town").	

RECITALS

WHEREAS, the County and the Town mutually entered into an agreement dated February 21, 2012, for animal care services within the Town; and

WHEREAS, the Town continues to desire the services of the County Animal Care Department for all animal care services; and

WHEREAS, the County is willing to provide the Town said animal care services; and WHEREAS, the parties desire to execute a new agreement for animal care services.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Animal Care Department of the County shall provide such services to secure the enforcement and uniformity of animal control regulations within the Town in compliance with the animal control ordinances of the County and in accordance with the laws of the State of South Carolina where applicable.

The County shall provide the same degree, type and level of service as customarily provided to residents of the unincorporated areas of Richland County, which shall include, but not be limited to:

- a) Field services shall include patrolling for stray, injured, nuisance and vicious animals and enforcing the County Animal Care Ordinance to include issuance of violation notices, citations and pet license applications. The County shall be responsible for the investigation and enforcement of animal cruelty, neglect and abandonment of animals. The County shall be responsible for the disposal of deceased animals prepared according to guidelines. The County shall be responsible for public education in the areas of responsible pet ownership.
- b) Licensing of animals of the Town shall be in accordance with the County Ordinance. The County staff shall be responsible for maintaining records, receiving payment

and issuing tags. The County shall retain all payments received for pet licenses within the Town.

- c) Animal Housing/Veterinary Services County shall transport animals to locations contract or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in veterinary contract.
- d) Rabies Control The County shall act as agent of the Town in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals in pursuit to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.
- 2. The Town shall, within sixty (60) days after signing this Agreement, adopt the current Richland County Animal Care Ordinance, and hereby agrees to timely adopt all subsequent amendments thereto.
- 3. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence. It is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town.
- 4. This Agreement shall commence on the date set forth above and shall continue unless terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.
- 5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Eastover.
- 6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Eastover which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.
 - 7. This agreement, including all requirements and details outlined in the above paragraphs, shall apply ONLY to that portion of the Town of Eastover which lies within the

geographical boundaries of Richland County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:	RICHLAND COUNTY		
	By: Overture Walker, Richland County Council Chairperson		
	TOWN OF EASTOVER		
	By:		

	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Complaints Received	45	45	31	20
No. of Animals Picked up	34	29	10	10
Number of Days Held	169	181	42	40
Total paid for housing	\$2,366.00	\$4,344.00	\$1,008.00	\$960.00
Emergency Veterinary Services	\$0.00	\$0.00	\$0.00	\$0.00
Taxes Paid by the Town of Eastover	\$57,877.70	\$57,031.44	\$53,945.75	\$56,308.76

^{*}The number of animals picked up includes cats and dogs.

Richland County Council Regular Session Tuesday, February 7, 2012 Page Five

- Rezoning a portion of TMS numbers 09309-03-07/08/09/10 from General Commercial to Residential Multi-Family, Medium Density
- Town of Eastover Animal Care Intergovernmental Agreement
- An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$29,2003 of General Fund Undesignated Fund Balance to the Treasurer's Office for the purchase of a new AS400 computer system [FIRST READING]
- An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$30,803 of General Fund Undesignated Fund Balance to the Auditor's Office for the purchase of a new AS400 computer system and printers [FIRST READING]
- An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$45,500 of General Fund Undesignated Fund Balance to the Auditor's Office for the printing of tax bills and software updates [FIRST READING]
- An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-7, Deductions, Exemptions, Charitable Organizations, and Determination of Classification; so as to allow the deduction of Interstate Commerce Income from Gross Income [FIRST READING]
- An Ordinance to repeal Ordinance Number 055-08HR in its entirety, and to ensure that businesses are not harmed by such repeal [FIRST READING]
- Credentialing System Equipment Project
- Curtiss-Wright Hangar
- Forensic Laboratory Enhancement Grant—Sheriff's Department
- RCSD Entry Deputy Pay Increase FY12

Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve the consent items. The vote in favor was unanimous.

THIRD READING

An Ordinance Amending the Richland County Code of Ordinances; Chapter 5, Animals and Fowl, so as to clarify sections dealing with authority of officers, conditions of

Richland County Council Request for Action

Subject:

An Ordinance authorizing the option and acquisition of certain property located in Richland County; and other matters related hereto

Notes:

First Reading: December 6, 2022 Second Reading: December 13, 2022 Third Reading: February 7, 2023

STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR RICHLAND COUNTY ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; AND OTHER MATTERS RELATED HERETO.

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina ("County"), acting by and through its County Council, ("County Council"), is authorized to enter into contracts and to acquire real property by purchase;

WHEREAS, to further the economic development of the County, the County has identified and desires to option and acquire certain land and improvements thereon ("Real Property"), if any, in the County as more particularly identified in the Option Agreement attached as <u>Exhibit A</u> ("Agreement") and the map attached as <u>Exhibit B</u>;

WHEREAS, the County desires to enter into the Agreement with the seller of the Real Property, which will set forth the terms and conditions of the option and purchase of the Real Property by the County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

- **Section 1. Findings**. County Council determines that the option and purchase of the Real Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.
- Section 2. Approval of Purchase of Real Property. County Council approves the option and purchase of the Real Property by the County and authorizes each of the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver such documents that may be reasonably necessary to accomplish the option and purchase of the Real Property and to undertake such due diligence with respect to the Real Property as the County Council Chair, the County Administrator or the Director of Economic Development may determine is beneficial to the County. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the option and purchase of the Real Property are expressly ratified and confirmed.
- **Section 3. Approval of Closing Documents.** County Council approves the negotiation, preparation, execution and delivery of the Agreement, with such modifications as may be appropriate and not materially adverse to the County, as determined in the discretion of any of the County Council Chair, the County Administrator, or the Director of Economic Development following receipt of advice from Council to the County.
- **Section 4. Further Acts.** County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments, including amendments to the Agreement, on behalf of the County as deemed necessary, desirable or appropriate to effect the option and purchase of the Real Property.
- **Section 5. General Repealer**. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.
 - Section 6. Effectiveness. This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

		Chairman of County Council
(SEAL) ATTEST:		
Clerk to County C	ouncil	
RICHLAND CO	UNTY ATTORNEY'S (OFFICE
	LEGAL Form Only lered As To Content	-
READINGS:		
First Reading: Second Reading:	December 6, 2022 December 13, 2022	
Third Reading:	February 7, 2023	

EXHIBIT A FORM OF AGREEMENT

STATE OF SOUTH CAROLINA)	OPTION AGREEMENT	
COUNTY OF RICHLAND)	OF HON AGREEMENT	
THIS OPTION AGREEMENT (th	ne " <i>Agreeme</i> r	nt') is made and entered into as of the	day
of, 2022 ("Effective Date"), by a	nd between P	PFL HOLDINGS, LLC, a South Carolina l	imited
liability company, and Tracy Muir Heal	ev, as Trust	ee of the Rachael Rawl Muir Revocable	Trust

(collectively, the "Optionor") and RICHLAND COUNTY, SOUTH CAROLINA ("Optionee").

WITNESSETH:

- Option to Purchase. For and in consideration of the Option Consideration (as hereinafter defined) in hand paid by Optionee to Optionor, receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor hereby grants to Optionee and its assigns, the irrevocable right and option ("Option") to purchase, at any time through the Option Date (as hereinafter defined), the Property (as hereinafter defined), on the terms and conditions set forth in this Agreement.
- 2. Property Subject to Option. The following shall be the property subject to this Agreement (the "*Property*"):

All that certain piece, parcel or lot of land with any improvement thereon, situate lying and being in or near the City of Columbia, County of Richland, State of South Carolina, consisting of approximately 1,686 total acres located at or near the intersection of Garners Ferry Road and Old Hopkins Road and further described on the Richland County website as tax map numbers, R18900-02-05 (1,399.70± acres); R19000-04-02 (35± acres); R19013-01-05 (5.00± acres); R19000-04-05 (110.50± acres); and R21700-04-01 $(136.38 \pm acres)$.

3. Option Consideration.

- Within five (5) days of the Effective Date (as hereinafter defined), Optionee shall deliver to Colliers International ("Escrow Agent"), the sum of Ten Thousand and No/100ths (\$10,000.00) Dollars ("Option Consideration"). Upon receipt, Escrow Agent shall hold and disburse the Option Consideration in accordance with the terms of this Agreement.
- The Option Consideration provided for in subsection (a) above shall be payable to Optionor and shall be non-refundable to Optionee, except in the circumstances in which this Agreement specifically requires the Option Consideration to be returned to Optionee.
- All Option Consideration shall be applied to the Purchase Price at Closing if Closing takes place within the terms and conditions as set forth herein.
- In the event of a default by either party, the Option Consideration shall be paid in accordance with Section 14 below.

4. Option Term/Closing

(a) The term of the Option shall be until five (5) years from the Effective Date ("Option Date"), unless terminated earlier at the option of Optionee. At any time on or before the Option Date, Optionee may elect to exercise the Option by providing Optionor written notification of its election

("Exercise"). The date such notification is mailed, or hand delivered to Optionor shall be the "Notification Date." In the event Optionee timely elects to exercise the Option granted herein, the Closing (as hereinafter defined) of the Property shall proceed pursuant to the terms and conditions as set forth herein. In the event Optionee terminates this Option or fails to mail or otherwise deliver to Optionor written notification of its exercise or termination of the Option prior to the expiration of the date which is eighteen (18) months following the Effective Date (the "Inspection Period"), Optionor shall retain the Option Consideration, and this Agreement will become null and void and neither party hereto shall have any further rights or obligation hereunder, except as otherwise specifically set forth herein.

- (b) In the event that Optionee elects to exercise this Option, it must be exercised as to all parcels of the Property, and Optionee may not exercise the Option with respect to only a portion of the Property.
- (c) Provided that Optionee has timely delivered the Exercise of the Option as set forth in Section 4(a) above, the closing of the purchase and sale of the Property ("Closing") will be held at a location to be determined by the Optionee on any date ("Closing Date") which is on or before that date which is sixty (60) days following the Notification Date, at Optionee's option. Optionee shall give Optionor written notice of the Closing Date at least five (5) days in advance thereof.
- 5. <u>Purchase Price: Method of Payment.</u> The purchase price ("*Purchase Price*") shall be as follows:
- (a) Year 1. In the event the Option is exercised within Year 1 after the Effective Date, the Purchase Price shall be Thirteen Million and No/100 Dollars (\$13,000,000.00);
- (b) Year 2. In the event the Option is exercised within Year 2 after the Effective Date, the Purchase Price shall be Thirteen Million Five Hundred Thousand and No/100 Dollars (\$13,500,000.00);
- (c) Year 3. In the event the Option is exercised within Year 3 after the Effective Date, the Purchase Price shall be Fourteen Million Five Hundred Thousand and No/100 Dollars (\$14,500,000.00);
- (d) Year 4. In the event the Option is exercised within Year 4 after the Effective Date, the Purchase Price shall be Fifteen Million Five Hundred Thousand and No/100 Dollars (\$15,500,000.00); and
- (e) Year 5. In the event the Option is exercised within Year 5 after the Effective Date, the Purchase Price shall be Sixteen Million Five Hundred Thousand and No/100 Dollars (\$16,500,000.00).
- 6. <u>Prorations and Adjustments to Purchase Price</u>. The following prorations and adjustments shall be made between Optionee and Optionor at Closing, with respect to the Purchase Price:
- (a) All city, state, and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the "Impositions") for the year in which Closing occurs shall be prorated as of the Closing Date. Optionor shall have no obligation to pay any rollback taxes, if any. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for

the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Optionee shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Optionor shall deliver to Optionee the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

7. Title.

- (a) Optionor covenants to convey to Optionee at Closing fee simple marketable title by way of Limited Warranty Deed in and to the Property, subject only to the following: (i) current city, state and county ad valorem taxes not yet due and payable; and (ii) easements for the installation or maintenance of public utilities serving only the Property (iii) those specific exceptions described by reference to recorded documents as reflected in the title insurance commitment, including but not limited to the Dominion Gas Easement, Time Warner Cable easement and title to the Old Hopkins Road and related right of way (collectively, "Permitted Exceptions").
- Optionee shall, at Optionee's expense, examine the title to the Property and shall give Optionor written notice, within one hundred eighty (180) days from the Effective Date of any objections which render Optionor's title less than fee simple marketable title (each a "Title Objection"). Optionor shall have until thirty (30) days from the date of receipt of such notice in which to satisfy all Title Objections specified in Optionee's initial notice of Title Objections. If Optionor fails to satisfy any Title Objection, then, at the option of Optionee, Optionee may: (i) terminate this Agreement, in which event the Option Consideration shall be refunded to Optionee promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (ii) extend the period of time in which Optionor has to cure the Title Objections until Optionor has satisfied such Title Objection and Optionor agrees to use its best efforts to satisfy any such Title Objection; (iii) waive the Title Objection; or (iv) pursue any other remedy available to Optionee under the terms of this Agreement. Subsequent to the Notification Date, Optionee may update title to the Property, and if any matters of title have arisen since the date of the Optionee's initial title examination, Optionee shall give written notice to Optionor of the same, and the same provisions shall apply with respect to the obligations of Optionor and Optionee's rights and remedies in the event that Optionor does not cure the Title Objections.
- (c) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an exception to the title to the Property (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Optionee) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Optionor to the satisfaction of the Optionee and Optionee's title insurer at Closing.
- (d) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Optionor shall not mortgage or otherwise encumber the Property (except with obligations that can be paid at closing), or take any action or permit any happening that would interfere with the transaction contemplated by this Option, including granting or imposing any timber rights or deeds, easements, warranty, conditions or restrictions with respect to the Property without obtaining Optionee's consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Optionor shall be permitted to grant hunting rights without the prior written consent of Optionee as long as any such hunting rights are terminable in the sole discretion of

Optionor and can be terminated between the date of Exercise and the date of Closing. In no event will hunting rights, or any other rights prohibited by this Section 7(d) be a "Permitted Exception". Any grant of hunting rights must make such hunting rights subject to the rights of Optionee to enter the Property to exercise its inspection rights under Section 9(a) below, and no hunting activities may be conducted on the Property during the exercise of any such inspection rights. Furthermore, notwithstanding the above Optionor may continue to exercise their normal and customary rights to cut and harvest timber provided however Optionor shall not be allowed to "Clear Cut" any of the Property and all such timber harvesting and restoration or cleanup activities shall be completed not less than thirty (30) days before the Closing Date, and restored to a clean condition, subject to the removal of the timber.

8. <u>Survey</u>.

- (a) Optionee shall obtain, at Optionee's expense, a survey of the Property ("Survey") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. The legal description of the Property set forth in the limited warranty deed to be delivered by Optionor at Closing shall be based upon and shall conform to the Survey. Such Survey shall be delivered to Optionor's attorney at least fifteen (15) days prior to Closing.
- (b) Optionee shall, prior to the end of the Inspection Period, give Optionor written notice pursuant to this Agreement if Optionee objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "Survey Objection"), and Optionor shall, within ten (10) days after Optionor has received notice, elect by written notice to Optionee to either (i) at Optionor's sole cost and expense, take such actions as may be necessary to correct such of said objections as Optionee specifies in said notice, or (ii) decline to correct such objections. The failure of Optionor to give Optionee notice of Optionor's selection shall be deemed to be an election of (ii) above. In the event Optionor elects to correct less than all of such objections or elects option (ii) above, Optionee shall have ten (10) days after receipt of Optionor's notice, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Optionor has elected not to correct, or (2) terminate this Agreement and receive a refund of the Option Consideration. The failure by Optionee to give Optionor notice of Optionee's election shall be deemed to be an election of option (1) above.

9. Investigation of the Property.

Between the Effective Date hereof and the end of the Inspection Period, Optionee (a) and Optionee's agents and designees shall have the right to enter the Property, upon provision of not less than twenty-four (24) hours' notice to Optionor, for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Optionee may reasonably require to assess the condition of the Property (collectively, the "Optionee Due Diligence Materials"); provided, however, that such activities by or on behalf of Optionee shall not damage the Property and shall not materially interfere with Optionor's normal ownership activities conducted on or from the Property. If Optionee is not satisfied with the Property for any reason determined by Optionee, in Optionee's sole discretion, then Optionee may terminate this Agreement by providing written notice (a "Termination Notice") to the Optionor and the parties shall have no further obligation to one another except those which expressly survive the termination of this Agreement. Provided, if Optionor shall terminate this Agreement prior to the end of the Inspection Period, Optionee shall be entitled to a refund of the Option Consideration. If Optionee fails to exercise the option, then all Optionee Due Diligence Materials will be delivered to the Optionor, at no expense to Optionor, within thirty (30) days of Optionee's notice not to exercise the option. Notwithstanding the foregoing, in no event shall Optionee perform any inspections more invasive than a Phase I Environmental Site Assessment on the Property without the express written consent of the Optionor, in Optionor's sole discretion. Furthermore if during the Inspection Period Optionor requests of Optionee copies of Due Diligence Materials, Optionee shall share such copies of such materials with Optionor not less frequently than every thirty (30) days.

- (b) Optionee hereby agrees to reimburse Optionor for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Optionor by reason of the Optionee's exercise of the rights, duties and privileges granted to Optionee in this Section 9. The obligations of Optionee contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case for a period of six (6) months and shall not be subject to the liquidated damage provisions of Section 14(a) hereof.
- (c) Prior to the end of the Inspection Period, Optionee shall in good faith seek to rezone the Property for Optionee's intended use as an industrial property. Optionor shall cooperate in the rezoning process as reasonably required by Optionor, provided such cooperation is at no expense to the Optionor. In all events, Optionee shall submit its application to rezone the Property no later than the date which is one hundred eighty (180) days following the Effective Date.

10. <u>Proceedings at Closing</u>. On the Closing Date, the Closing shall take place as follows:

- Optionor shall deliver to Optionee the following documents and instruments, duly executed by or on behalf of Optionor: (i) limited warranty deed, in recordable form, conveying the Property using the legal description derived from the Survey or at Optionor's election using the legal descriptions from their vesting deeds or other instruments or Court Orders accompanied by a Quit-Claim Deed using the legal description derived from the Survey; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Optionee's title insurer, with respect to the Property; (iii) a certificate of Optionor stating that Optionor is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Optionee's title insurer as a condition to insuring Optionee's title to the Property free of exceptions other than the Permitted Exceptions; (v) any seller's affidavits related to withholding taxes that are required by federal or state law, including without limitation an affidavit confirming that Optionor is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina. (If Optionor cannot give such affidavit, then Optionee will withhold the amount required by such statute and remit same to the South Carolina Department of Revenue); (vi) either (1) a certificate of tax compliance from the South Carolina Department of Revenue, or (2) an affidavit in form and content acceptable to Optionee and Optionee's title insurance company that the Property does not constitute a majority of the assets of Optionor; and (vii) evidence in form and substance reasonably satisfactory to Optionee that Optionor has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.
- (b) Optionee shall deliver to Optionor the following funds, documents and instruments, duly executed on behalf of Optionee: (i) the Purchase Price less the Option Consideration and any other credits or prorations in accordance with the terms this Agreement; (ii) evidence in form and substance reasonably satisfactory to Optionor that Optionee has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

11. Costs of Closing.

- (a) Optionor shall pay Optionor's attorneys' fees, the commission of any broker involved in the sale of the Property, the transfer fees associated with the recording of the limited warranty deed, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.
- (b) Optionee shall pay its attorney fees, the costs associated with any financing obtained by Optionee, Optionee's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Optionee

insuring Optionee's title to the Property pursuant to Section 7(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Optionor's deed to Optionee. In addition, Optionee shall pay such other fees or charges of any kind or nature customarily paid by buyers in similar transactions in South Carolina.

- (c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.
- 12. <u>Possession at Closing</u>. In the event Optionee timely delivers its Exercise, Optionor shall surrender possession of the Property to Optionee on the Closing Date.

13. Warranties, Representations, Additional Covenants of Optionor and Optionee.

- (a) In order to induce Optionee to enter into this Agreement, Optionor represents and warrants to Optionee as follows:
- (i) That, on the Closing Date, Optionor shall have fee simple title to the Property, subject only to the Permitted Exceptions.
- (ii) That this Agreement has been duty authorized and executed on behalf of Optionor and constitutes the valid and binding agreement of Optionor, enforceable against Optionor in accordance with its terms.
- (iii) There are no actions, suits or proceedings pending or threatened against, by or affecting Optionor which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Optionor under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.
- (iv) That the execution and delivery of the documents and instruments to be executed and delivered by Optionor on the Closing Date, and the performance by Optionor of Optionor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Optionor's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Optionor is a party, or any judicial order or judgment of any nature by which Optionor is bound.
- (v) That to the best of Optionor's knowledge, information, and belief, without duty of inquiry, other than any impact from the Dominion Gas Pipeline or other utility lines or structures there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for potable water or sanitary sewer, nor were there any such tanks, pipes, or lines formerly on the Property.
- (vi) Optionor has received no notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released, or found, and, to the best of Optionor's knowledge, information and belief, no such areas for the generation, storage, disposal or release of any hazardous substances or wastes exist on the Property. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state, or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.

- (vii) That to the best of Optionor's knowledge, information and belief, there is no condition on the property that is in violation of any statute, ordinance, or regulation for the protection of human health or the environment.
- (viii) There is no pending litigation or dispute concerning the location of the lines and corners of the Property and such lines and corners are clearly marked.
- (ix) Optionor does not have any knowledge of any significant adverse fact or condition relating to the Property, which has not been specifically disclosed in writing by Optionor to Optionee.
- (x) Optionor has received no notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Optionor has no knowledge of any such violations. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.
 - (b) Intentionally Deleted.
- (c) In the event Optionee timely delivers its Exercise, the obligation of Optionee that arise to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Optionor in this Agreement being true as of the date of this Agreement and as of the Closing Date, and Optionor having performed all covenants and obligations and complied with all conditions required of it by this Agreement.

14. Remedies

- (a) Provided that Optionee has timely delivered its Exercise and further provided that Optionor is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionee under this Agreement and such default is not cured within ten (10) days after written notice by Optionor to Optionee specifying the default, the Option Consideration shall be retained by Optionor as full liquidated damages for such default. The parties acknowledge that Optionor's actual damages in the event of a default by Optionee under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Option Consideration shall be the sole and exclusive remedy of Optionor by reason of a default by Optionee under this Agreement, and Optionor hereby waives and releases any right to sue Optionee for specific performance of this Agreement or to prove that Optionor's actual damages for Optionee's failure to purchase the Property exceed the amount which is herein provided to Optionor as full liquidated damages.
- (b) Provided that Optionee has timely delivered its Exercise and further provided that Optionee is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionor under this Agreement, then Optionee shall be entitled to either (i) terminate this Agreement by giving written notice of strict termination to Optionor whereupon the Option Consideration shall be returned to Optionee, and Optionee may recover, as its sole recoverable damages (but without limiting its right to receive a refund of the Option Deposit), its direct and actual out-of-pocket expenses and costs (documented by paid invoices to third parties), which damages shall not exceed \$50,000.00, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder, or (ii) seek specific performance of this Agreement; provided, however, that in the event that the court is unable to enforce specific performance

of this Agreement as a result of an intentional act of Optionor or conveyance to a third party in violation of its obligations under this Agreement, Optionee shall be entitled to recover its damages up to a maximum of \$50,000.00 in lieu of specific performance.

- 15. <u>Condemnation</u>. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Optionee shall have the right at Optionee's option, to terminate this Agreement by giving written notice thereof to Optionor prior to Closing, in which event the Option Consideration shall be refunded to Optionee promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Optionee does not so terminate this Agreement, Optionor shall either (i) assign to Optionee at Closing all rights of Optionor in and to any awards or other proceeds paid or payable thereafter by reason of any taking, or (ii) if such award or payment is made to Optionor prior to closing, the Purchase Price will be reduce by an amount equal to the award or payment. Optionor shall notify Optionee of eminent domain proceedings within five (5) days after Optionor learns thereof.
- 16. <u>Assignment</u>. This Agreement may be assigned by Optionee, without requirement of the consent of the Optionor, but with notice in writing to Optionor, <u>provided that</u>, (i) Optionee has determined that the assignee has adequate financial position to perform the obligations under this Agreement, and (ii) such assignment occurs only following Exercise of the Option by Optionee.
- 17. <u>Parties</u>. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 18. <u>Brokers.</u> Optionor warrants and represents to the Optionee that Optionor will be responsible for all brokerage commissions fees or other payments due Colliers International which are payable in connection with this Agreement or the purchase and sale of the Property, including, without limitation, the fees if any of the Escrow Agent. Except as set forth below Optionor shall and does hereby indemnify, defend and hold harmless Optionee from and against the claims, demands, actions, and judgments of any other brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. Likewise Optionee represents no real estate broker has been or will be involved on its behalf and does hereby agree to be responsible for all claims, demands, actions and judgments of any brokers, agents and other intermediaries acting on its behalf as to alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations, or communications in connection with this Agreement or the purchase and sale of the Property.

The indemnity obligations contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

- 19. <u>Survival</u>. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date.
- 20. <u>Modification</u>. This Agreement supersedes all prior discussions and agreements between Optionee and Optionor with respect to the purchase and sale of the Property and other matters contained herein and contains the sole and entire understanding between Optionee and Optionor with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Optionor and Optionee.

- 21. <u>Applicable Law.</u> This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.
 - 22. <u>Time</u>. Time is and shall be of the essence of this Agreement.
- 23. <u>Captions</u>. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify, or amplify the terms of this Agreement.
- 24. <u>Exhibits</u>. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.
- 25. <u>Notices</u>. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Optionor: PFL Holdings, LLC

5306 Lakeshore Drive

Columbia, South Carolina 29206

Attn: Penelope Rawl Phone: 803-888-6807

With a copy to: Barnes Alford Stork & Johnson LLP

1613 Main St

Columbia, SC 29201 ATTN: Alan J Reyner Phone 803-451-4502

Tracy Muir Healey, Trustee 14003 Recuerdo Drive Del Mar, California 92014 Attn: Tracy Muir Healey Phone: 858-945-3511

With a copy to: Colliers International

1301 Gervais Street, Suite 600 Columbia, South Carolina 29201

Attn: Tripp Bradley Phone: 803-606-0998

Optionee: Richland County, South Carolina

2020 Hampton Street

Columbia, South Carolina 29201 Attn: County Administrator Phone: (803) 576-2050 With a copy to: Parker Poe Adams & Bernstein LLP

1221 Main Street, Suite 1100 Columbia, South Carolina 29201

Attn: Todd Haynie Phone (803) 255.8915

- 26. <u>Memorandum</u>. A memorandum of this Agreement shall be executed and duly acknowledged by Optionor and Optionee for the purpose of recording within ten (10) days from the Effective Date hereof.
- 27. Optionor Right to Sell Property; Optionee Right of First Refusal. Notwithstanding any provision herein to the contrary, if hereof Optionor receives from a third party after the date which is two (2) years following the Effective Date of this Agreement a written expression of interest (e.g. a letter, binding, partially binding or non-binding letter of intent, offer to purchase or draft contract, lease or other agreement) which is in all material respects acceptable to Optionor outlining the primary business terms on which such third party proposes to purchase or otherwise directly or indirectly acquire the Property or any portion thereof (a "Proposal"), then Optionor shall first offer in writing to sell the portion of the Property covered by the Proposal to Optionee. Optionor shall promptly notify Optionee in writing of the existence of the relevant Proposal (and of Optionor's willingness to accept same), and such notification from Optionor to Optionee shall also identify all material economic terms and conditions provided for in the Proposal including the identity of the prospective third-party transferee. Optionee shall within forty-five (45) days after such notification is received by Optionee from Optionor to elect (by so notifying Optionor in writing) to purchase the Property encompassed by the relevant Proposal. The purchase price shall be equal to the purchase price set forth in the Proposal. If Optionee fails to notify Optionor in writing of Optionee's acceptance of the offer within the period set forth above, then the offer shall be deemed conclusively rejected by Optionee. If Optionee does not elect to purchase the Property pursuant to a Proposal, Optionor may proceed to sell the Property on the substantially the same terms set forth in the Proposal provided in all events the Purchase Price must be exactly the same, and Optionor agrees to reimburse Optionee for all actual costs incurred by Optionee in connection with its investigation of the Property, including without limitation all costs paid for Optionee Due Diligence Materials and all attorney's fees actually incurred. Optionee shall provide written evidence of the actual costs incurred. The reimbursement obligation of Optionor under this provision shall not exceed Fifty Thousand and 00/100 dollars (\$50,000). For avoidance of doubt, Optionor shall have no right to sell the Property to a third party prior to the date which is two (2) years following the Effective Date of this Agreement.
- 28. <u>1031 Exchange</u>. Optionor may structure this transaction as a like kind exchange pursuant to Section 1031 of the Internal Revenue Code. Optionee shall cooperate in effecting Optionor's exchange. Optionor will make all necessary arrangements for the exchange, pay all costs associated with the exchange and bear all other expenses and risks necessary to accomplish the exchange. Optionor's exchange shall be accomplished through a qualified intermediary, exchange agent or similar third party. Optionor's structuring the conveyance of the Property as an exchange shall not extend or delay the Closing of the Property unless agreed to by both parties.
- 29. <u>Termination</u>. In the event this Agreement is not executed by the Optionee within one hundred five (105) days of the last of the Optionors' execution of this Agreement, then this Agreement shall be null and void and neither party shall have any further responsibility or liability to the other.

SIGNATURE PAGE TO FOLLOW

authorized officer this day of	he Optionee has caused this Agreement to be executed by its duly2022.
WITNESSES:	<u>OPTIONEE</u> :
	Richland County, South Carolina
	By:
	Name: Title:
STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	ACKNOWLEDGMENT
I, of Richland (voluntarily executed the foregoing as	, Notary Public, certify that
Witness my hand and official seal,	ms/ner act and deed.
this the day of	_, 2022.
Notary Public for South Carolina	
My Commission Expires	

WITNESSES:	<u>OPTIONOR</u> :
Roman Sommo	PFL HOLDINGS, LLC , a South Carolina limited liability company
ale Seg	By: Penelope Rawl Name: Penelope Rawl Title: Title:
STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	ACKNOWLEDGMENT
Rawl , asM South Carolina limited liability company, person foregoing as his/her act and deed.	Notary Public, certify that Penelope Ianager of PFL HOLDINGS, LLC, a ally came before me this day and voluntarily executed the
Witness my hand and official seal, this the 2022.	
Notary Public for South Carolina	
My Commission Expires 03.08.23	

IN WITNESS WHEREOF, the Optionor has caused this Agreement to be executed by its duly authorized officer this 2nd day of November, 2022. WITNESSES: **OPTIONOR:** Tracy Muir Healey, as Trustee of the Rachael Rawl Muir Revocable Trust STATE OF CALIFORNIA COUNTY OF Say DIEGO ACKNOWLEDGMENT I, Green you D Videoc Notary Public, certify that Tracy Muir Healey
, as Trustee of the Rachael Rawl Muir Revocable Trust, personally came before me this day and voluntarily executed the foregoing as his/her act and deed. Witness my hand and official seal, this the 2nd day of November, 2022. GERALYNN D. VIDMAR Gerolynn D. Vedmar Notary Public for California Notary Public - California San Diego County Commission # 2370952 Comm. Expires Aug 15, 2025

My Commission Expires August 15, 2025

EXHIBIT B MAP

PFL Holdings, LLC tract, ±1,686 Acres ±1,057 Buildable Acres





Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Viper to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: January 3, 2023

Second Reading: February 7, 2023 {Tentative}

Third Reading: Public Hearing:

STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR RICHLAND COUNTY ORDINANCE NO.

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT VIPER TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("FILOT Act"), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina ("South Carolina" or "State") or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("FILOT Payments"), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park ("Park");

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits ("Infrastructure Credits") against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility ("Infrastructure");

WHEREAS, Project Viper ("Sponsor"), desires to establish a battery materials manufacturing facility in the County ("Project") consisting of taxable investment in real and personal property of not less than \$323,000,000.00 and the creation of 310 new, full-time jobs, all within five (5) years of the commencement of operations; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A ("Fee Agreement"), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) locating the Project in the Park.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

- **Section 1.** *Statutory Findings.* Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:
- (a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

- (b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;
- (c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project to the public are greater than the costs.
- Section 2. Approval of Incentives; Authorization to Execute and Deliver Fee Agreement. The incentives as described in this Ordinance ("Ordinance"), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement's terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council ("Chair") is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.
- Section 3. Inclusion within the Park. The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park ("Park Agreement"), the expansion of the Park's boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.
- **Section 4.** *Grant Acceptance and Administration.* To the extent the County receives any third party grant funds related to the Project, the County agrees to accept and administer those funds for the Project's benefit according to any documents governing the receipt and expenditure of the grant funds
- Section 5. Further Assurances. The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or the Director of Economic Development, as appropriate, to take whatever further action and for the Chair, the County Administrator, and the Director of Economic Development to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.
- **Section 6.** *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.
- **Section 7.** *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.
 - **Section 8.** *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

		Chair, Richland County Council
(SEAL) ATTEST:		
Clerk of Council, l	Richland County Council	
RICHLAND COU	NTY ATTORNEY'S OFF	ICE
Approved As To L No Opinion Rende		
First Reading: Second Reading: Public Hearing: Third Reading:	January 3, 2023 February 7, 2023	

EXHIBIT A

FORM OF FEE AGREEMENT

FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT

BETWEEN

[PROJECT VIPER]

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

TABLE OF CONTENTS

		Page
Recitals		[]
	ARTICLE I	
	DEFINITIONS	
Section 1.1	Terms.	[]
	ARTICLE II	
	REPRESENTATIONS AND WARRANTIES	
Section 2.1	Representations, Warranties, and Agreements of the County	
Section 2.2	Representations, Warranties, and Agreements of the Sponsor	[]
	ARTICLE III	
	THE PROJECT	
Section 3.1	The Project	
Section 3.2 Section 3.3	Leased PropertyFilings and Reports	
Section 3.3		[]
	ARTICLE IV FILOT PAYMENTS	
Section 4.1 Section 4.2	FILOT Payments FILOT Payments on Replacement Property	[]
Section 4.3	Removal of Components of the Project	[]
Section 4.4	Damage or Destruction of Economic Development Property	[]
Section 4.5 Section 4.6	Condemnation	
Section 4.7	Payment of Ad Valorem Taxes	
Section 4.8	Place of FILOT Payments	
	ARTICLE V	
	ADDITIONAL INCENTIVES	
Section 5.1	Reserved	[]
Section 5.2	Other Incentives	
	ARTICLE VI	
	RESERVED	

ARTICLE VII DEFAULT

Section 7.1	Events of Default]
Section 7.2	Remedies on Default]
Section 7.3	Reimbursement of Legal Fees and Other Expenses	Ī
	Remedies Not Exclusive	
		_
	ARTICLE VIII	
	PARTICULAR COVENANTS AND AGREEMENTS	
Section 8.1	Right to Inspect]
Section 8.2	Confidentiality	
Section 8.3	Indemnification Covenants	Ī
Section 8.4	No Liability of County's Personnel	ĺ
Section 8.5	Limitation of Liability	Ī
Section 8.6	Assignment	_
Section 8.7	No Double Payment; Future Changes in Legislation	
Section 8.8	Administration Expenses	
	·	-
	ARTICLE IX	
	SPONSOR AFFILIATES	
Section 9.1	Spanger Affiliates	7
	Sponsor Affiliates	
Section 9.2	Primary Responsibility	J
	ARTICLE X	
	MISCELLANEOUS	
	Notices	
	Provision of Agreement for Sole Benefit of County and Sponsor	
	Counterparts	
Section 10.4	Governing Law]
Section 10.5	Headings]
	Amendments	
	Agreement to Sign Other Documents	
	Interpretation; Invalidity; Change in Laws	
Section 10.9	Force Majeure]
Section 10.10	Termination; Termination by Sponsor]
Section 10.11	Entire Agreement]
	Waiver	
	Business Day	
Section 10.14	Agreement's Construction]
	escription of Property	
	orm of Joinder Agreement	
Exhibit $C - A$	ccountability Resolution	

SUMMARY OF CONTENTS OF FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Viper	
Project Location	Pineview Industrial Park [Address and TMS No. TBA]	
Tax Map No.		
FILOT		
Phase Exemption Period	40 years	Article I; Definitions
• Contract Minimum Investment Requirement	\$323,000,000	Article I; Definitions
Contract Minimum Jobs Requirement	310 new full time jobs	Article I; Definitions
Investment Period	10 years	Article I; Definitions
Assessment Ratio	4%	§4.1(a)(ii)
Millage Rate	[475.3]	§4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	Fixed	§4.1(a)(iii)
Multicounty Park	I-77 Corridor Regional Industrial Park	Article I; Definitions
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT ("Fee Agreement") is entered into, effective, as of [DATE], between Richland County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Richland County Council ("County Council") as the governing body of the County, and PROJECT VIPER, a limited liability company organized and existing under the laws of the State of [Delaware] ("Sponsor").

WITNESSETH:

- (a) Title 12, Chapter 44, ("Act") of the Code of Laws of South Carolina, 1976, as amended ("Code"), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-inlieu of ad valorem tax ("FILOT") with respect to Economic Development Property, as defined below;
- (b) The Sponsor has committed to establish a battery materials manufacturing facility ("*Facility*") in the County, consisting of taxable investment in real and personal property of not less than \$323,000,000.00 and the creation of 310 new, full-time jobs;
- (c) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.
- NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

- **Section 1.1.** *Terms.* The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.
- "Act" means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.
- "Act Minimum Investment Requirement" means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.
- "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney's and consultant's fees. Administration Expenses does not include any costs, expenses, including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.
 - "Code" means the Code of Laws of South Carolina, 1976, as amended.
- "Commencement Date" means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor

enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be [December 31, 2024].

- "Contract Minimum Investment Requirement" means a taxable investment in real and personal property at the Project of not less than \$323,000,000.00.
- "Contract Minimum Jobs Requirement" means not less than 310 full-time, jobs created by the Sponsor in the County in connection with the Project.
- "County" means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.
 - "County Council" means the Richland County Council, the governing body of the County.
 - "Department" means the South Carolina Department of Revenue.
- "Diminution in Value" means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.
- "Economic Development Property" means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).
- "*Equipment*" means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.
 - "Event of Default" means any event of default specified in Section 7.1 of this Fee Agreement.
- "Fee Agreement" means this Fee-In-Lieu Of Ad Valorem Taxes and Incentive Agreement, as may be supplemented or amended.
- "Fee Term" means the period from the effective date of this Fee Agreement until the Final Termination Date.
- "FILOT Payments" means the amount paid or to be paid in lieu of ad valorem property taxes as provided in Section 4.1 of this Fee Agreement.
- "Final Phase" means the Economic Development Property placed in service during the last year of the Investment Period.
- "Final Termination Date" means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is [December 31, 2071], the Final Termination Date is expected to be [January 15, 2073], which is the due date of the last FILOT Payment with respect to the Final Phase.

- "Improvements" means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.
- "Investment Period" means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten years after the Commencement Date, or as may be further extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on [December 31, 2032].
- "*MCIP Act*" means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.
- "Multicounty Park" means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.
- "*Phase*" means the Economic Development Property placed in service during a particular year of the Investment Period.
- "Phase Exemption Period" means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.
- "*Phase Termination Date*" means, with respect to each Phase, the last day of the property tax year which is the 39th year following the first property tax year in which the Phase is placed in service.
- "*Project*" means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.
- "Real Property" means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.
- "Removed Components" means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.
- "Replacement Property" means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.
- "Sponsor" means PROJECT VIPER and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.
- "Sponsor Affiliate" means an entity that participates in the investment or job creation at the Project and, following receipt of the County's approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

"State" means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term "investment" or "invest" as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.
- (b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.
- (c) The County identified the Project, as a "project" on [January 3, 2023] by adopting an Inducement Resolution, as defined in the Act on [January 3, 2023].
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.
- (e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.
- **Section 2.2.** *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:
- (a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

- (b) The Sponsor intends to operate the Project as a battery materials manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.
- (c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.
- (d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.
- (e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.
- (f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

- (a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, [2025], the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.
- (b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. FILOT Payments.

- (a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:
 - (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
 - (ii) An assessment ratio of four percent (4%), multiplied by
 - (iii) A fixed millage rate equal to [475.3], which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

- (b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.
- **Section 4.2.** *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:
- (a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

- (b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.
- Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to ad valorem property taxes to the extent the Removed Component remains in the State and is otherwise subject to ad valorem property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

- (a) Election to Terminate. If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to ad valorem taxes would have been subject to ad valorem taxes under the same circumstances for the period in question.
- (b) *Election to Restore and Replace*. If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.
- (c) *Election to Remove*. If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

- (a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.
- (b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.
- (c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. *Payment of* **Ad Valorem** *Taxes*. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. *Place of FILOT Payments.* All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Reserved.

Section 5.2. *Other Incentives.* The County is selling approximately [] acres of land to the Company on which it will construct its Facility for a purchase price of \$675,000.

ARTICLE VI RESERVED

ARTICLE VII DEFAULT

Section 7.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

- (a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied:
 - (b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;
- (c) A Cessation of Operations. For purposes of this Fee Agreement, a "*Cessation of Operations*" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;
- (d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;
- (e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;
- (f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or
- (g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

- (a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:
 - (i) terminate this Fee Agreement; or

- (ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.
- (b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:
 - (i) bring an action for specific enforcement;
 - (ii) terminate this Fee Agreement; or
 - (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.
- **Section 7.3.** *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.
- **Section 7.4.** *Remedies Not Exclusive*. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

- **Section 8.1.** *Right to Inspect.* The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).
- Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "*Indemnified Party*") harmless against and from all liability or claims arising from the County's execution of this Fee Agreement, performance of the

County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

- (b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.
- (c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.
- (d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.
- (e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.
 - (f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.
- Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.
- **Section 8.5.** *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.
- **Section 8.6.** Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done

by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transfere within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$[12,500]. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. *Notices.* Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed

as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

[PROJECT VIPER] c/o K&L Gates LLP 1601 K Street, NW Washington, DC 20006

WITH A COPY TO (does not constitute notice):

K&L Gates LLP Attn: Olivia Byrne 1601 K Street, NW Washington, DC 20006

IF TO THE COUNTY:

Richland County, South Carolina Attn: Richland County Economic Development Director 2020 Hampton Street Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. *Counterparts.* This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. *Governing Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. *Amendments.* This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and

reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

- (a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.
- (b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.
- (c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.
- **Section 10.9.** *Force Majeure.* The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

- (a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.
- (b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.
- (c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.
- (d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.
- **Section 10.11.** *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver*. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)	Ву:
	County Council Chair
	Richland County, South Carolina
ATTEST:	
By:	
Clerk to County Council	
Richland County, South Carolina	

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

[PROJECT/SPONSOR NAME]

By:			
Its:			

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A PROPERTY DESCRIPTION

[TBA]

EXHIBIT B (see Section 9.1) FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] ("Fee Agreement"), between Richland County, South Carolina ("County") and [COMPANY] ("Sponsor").

1.	Joinder to Fee Agreement.
be be to leave the Affinand Affin	[], a [STATE] [corporation]/[limited liability company]/[limited partnership] norized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor the following:]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor liate as if it were a Sponsor [except the following]; (c) acknowledges agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor liate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a nsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.
2.	Capitalized Terms.
	Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set h in the Fee Agreement.
3.	Representations of the Sponsor Affiliate.
	The Sponsor Affiliate represents and warrants to the County as follows:
auth the	(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly norized to transact business in the State (or will obtain such authority prior to commencing business in State), has power to enter into this Joinder Agreement, and has duly authorized the execution and very of this Joinder Agreement.
the	(b) The Sponsor Affiliate's execution and delivery of this Joinder Agreement, and its compliance with provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any element or instrument to which the Sponsor Affiliate is now a party or by which it is bound.
ince	(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other entives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to with the Sponsor in the Project in the County.
4.	Governing Law.
	This Joinder Agreement is governed by and construed according to the laws, without regard to ciples of choice of law, of the State of South Carolina.
5.	Notices under Section 10.1 of the Fee Agreement shall be sent to:
	[]

Date	Name of Entity
	By:
	Its:
named entity as a Sponsor	Affiliate under the Fee Agreement effective as of the date set forth above.

EXHIBIT C (see Section 3.3)

RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

A RESOLUTION TO AMEND THE DECEMBER 21, 2010, RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN RICHLAND COUNTY

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

- **Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.
- **Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:
 - a. Name of company;
 - b. Cumulative capital investment (less any removed investment) to date as a result of the project;
 - c. Net jobs created to date as a result of the project;
- **Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office Attention: Kim Mann 1201 Main Street, Suite 910 Columbia, SC 29201

- **Section 4.** This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.
- **Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.
- **Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: Durber 1/2017

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL) ATTEST: Chair, Michland County Council

Clark to County Council

Richland County Council Request for Action

Subject:

Authorizing the purchase of mitigation credits to support economic development projects; and other matters related thereto

Notes:

First Reading: January 3, 2023

Second Reading: February 7, 2023 {Tentative}

Third Reading: Public Hearing:

STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR RICHLAND COUNTY ORDINANCE NO.

AUTHORIZING THE PURCHASE OF AN EXISTING MITIGATION BANK TO SECURE MITIGATION CREDITS TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized to enter into contracts;

WHEREAS, pursuant to a Mitigation Banking Instrument dated December 22, 2015 and approved by the U.S. Army Corps of Engineers ("USACE") on April 18, 2016 ("MBI"), Mill Creek Mitigation Holdings LLC, a Delaware limited liability company ("Mill Creek") is the sponsor of the environmental mitigation bank known as the Mill Creek Mitigation Bank ("Bank");

WHEREAS, the Bank was organized and operated to generate wetland preservation credits and wetland enhancement/restoration credits and stream preservation credits and stream enhancement/restoration credits (collectively, "Mitigation Credits") to offset unavoidable adverse impacts to or the loss of wetlands and streams and other natural habitats and ecosystems;

WHEREAS, ready access to Mitigation Credits is necessary for the success of eligible economic development projects within the County;

WHEREAS, Mill Creek has submitted to USACE a Year Five Monitoring Report for the Bank, and USACE has confirmed that the monitoring-phase requirements under the MBI have been fully satisfied and that all conditions for final credit release have been met;

WHEREAS, in order to ensure the County would have sufficient Mitigation Credits to support is penny tax program, the County and Mill Creek previously entered into a Purchase and Sale Agreement dated February 14, 2014 ("Credit Purchase Agreement") pursuant to which the County purchased an initial tranche of Mitigation Credits from the Bank; and

WHEREAS, in order secure control of all of the remaining Mitigation Credits in the Bank at a discounted price, the County desires to purchase the Bank from Mill Creek pursuant to the terms of Asset Purchase Agreement, the form of which is attached hereto as Exhibit A ("Agreement"). The Agreement entitles the County to, among other things, certain excess credits delineated under the Credit Purchase Agreement consisting of 577 wetlands Credits"), all of Mill Creek's other rights under the MBI and the Credit Purchase Agreement, Mill Creek's rights under a mitigation easement agreement and certain other rights, and also requires the assumption of certain obligations of Mill Creek relating to the Bank.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

- **Section 1. Findings.** County Council determines that the execution of the Agreement and the transactions contemplated therein are proper governmental and public purposes and are anticipated to benefit the general public welfare of the County.
- **Section 2.** Approval of Agreement. County Council approves the form of the Agreement and the transactions contemplated therein and authorizes each of the County Council Chair, the County Administrator, and the Director of Economic Development to negotiate execute and deliver the Agreement, the final form, terms and provisions of which shall be finally approved by the County Council Chair, the

County Administrator or the Director of Economic Development, following receipt of advice from counsel to the County, with the execution of the Agreement by the County Council Chair, the County Administrator or the Director of Economic Development to constitute conclusive evidence of the final approval thereof

Section 3. Further Acts. County Council authorizes each of the County Council Chair, the County Administrator, or the Director of Economic Development, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County, including a deed for the Property or other closing affidavits and certificates, as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the sale of the Property are expressly ratified and confirmed.

Section 4. General Repealer. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 5. Effectiveness. This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

		Chairman of County Council	
(SEAL) ATTEST:			
Clerk to County Co	ouncil	_	
RICHLAND COU	NTY ATTORNEY'S OFFICE	3	
Approved As To Li No Opinion Render			
READINGS:			
First Reading: Second Reading: Public Hearing: Third Reading:	January 3, 2023 February 7, 2023		

EXHIBIT A

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT BY AND BETWEEN MILL CREEK MITIGATION HOLDINGS LLC

as Seller,

and

RICHLAND COUNTY, SOUTH CAROLINA

as Buyer,

dated as of

January [•], 2023

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I DEFINI	TIONS	3
ADTICLE HALIDCI	LACE AND CALE ACCETS, ACCUMPTION OF LIADILITIES	0
Section 2.01	HASE AND SALE ASSETS; ASSUMPTION OF LIABILITIES Purchase and Sale of Assets	
Section 2.02	Excluded Assets	
Section 2.02	Assumed Liabilities	
Section 2.03	Excluded Liabilities	
Section 2.04 Section 2.05	Purchase Price and Payment	
Section 2.05	Deposit; Escrow Agent	
	ING	
Section 3.01	Closing	
Section 3.02	Conditions to Closing	
Section 3.03	Closing Deliverables	
Section 3.04	Closing Prorations	
Section 3.05	Seller's Right to Terminate and Retain Deposit	
Section 3.06	Buyer's Right to Terminate and to Return of Deposit	16
ARTICLE IV REPR	ESENTATIONS AND WARRANTIES OF SELLER	16
Section 4.01	Organization of Seller	16
Section 4.02	Authority of Seller; Enforceability	
Section 4.03	No Conflicts; Consents	
Section 4.04	Title to Purchased Assets	
Section 4.05	Suitability and Sufficiency of Purchased Assets	
Section 4.06	MBI and MBI Obligations	
Section 4.07	Legal Proceedings; Governmental Orders	
Section 4.08	Compliance With Laws	
Section 4.09	Environmental Matters	
Section 4.10	Employment Matters	
Section 4.11	Brokers	
ADTICLE W DEDDE	ESENTATIONS AND WARRANTIES OF BUYER	10
Section 5.01	Organization of Buyer	
Section 5.01	•	
Section 5.02 Section 5.03	Authority of Buyer; Enforceability	
Section 5.03	No Conflicts; Consents	
	E E	
Section 5.05	Brokers	
Section 5.06	Nonreliance	20
ARTICLE VI ADDI	TIONAL COVENANTS	
Section 6.01	Litigation Cooperation	20
Section 6.02	Public Announcements	21
Section 6.03	Tax Matters	21
Section 6.04	Operation of the Bank, etc. Pending Closing	21

TABLE OF CONTENTS (continued)

		Page
Section 6.05	Further Assurances.	22
ARTICLE VII REMI	EDIES FOR DAMAGES AND LIMITATIONS THEREON	22
Section 7.01	Survival; Knowledge	22
Section 7.02	Buyer's Remedies	
Section 7.03	Seller's Remedies	
Section 7.04	Certain Limitations on Claims for Damages	23
Section 7.05	Exclusive Remedies	
ARTICLE VIII MISO	CELLANEOUS	26
Section 8.01	Expenses	
Section 8.02	Notices	
Section 8.03	Interpretation; Rules of Construction	
Section 8.04	Headings	
Section 8.05	Severability	
Section 8.06	Entire Agreement	
Section 8.07	Successors and Assigns	
Section 8.08	No Third-party Beneficiaries	
Section 8.09	Amendment and Modification; Waiver	
Section 8.10	Severability	
Section 8.11	Disclosure Schedules	
Section 8.12	Governing Law; Submission to Jurisdiction; Waiver of Jury Trial	29
Section 8.13	Specific Performance	
Section 8.14	Time of Essence	
Section 8.15	Counterparts	
Section 8.16	Electronic Delivery	30

DISCLOSURE SCHEDULES:

Section 1 – Current Credit Schedule [other Sections to be listed as necessary/appropriate]

EXHIBITS:

A – Form of Bill of Sale, Assignment, and Assumption Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of January [•], 2023 (the "Effective Date"), is entered into between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and RICHLAND COUNTY, SOUTH CAROLINA, a South Carolina political subdivision ("Buyer").

BACKGROUND STATEMENT

- A. Pursuant to a Mitigation Banking Instrument dated December 22, 2015 and approved by the U.S. Army Corps of Engineers ("<u>USACE</u>") on April 18, 2016 (the "<u>MBI</u>"), a copy of which has been provided to Buyer, Seller is the sponsor of the environmental mitigation bank known as the Mill Creek Mitigation Bank (the "<u>Bank</u>") located on the Bank Property (as hereinafter defined), which has been organized and operated to generate wetland preservation credits and wetland enhancement/restoration credits ("<u>Wetland Credits</u>") and stream preservation credits and stream enhancement/restoration credits ("<u>Stream Credits</u>") for use by Buyer and others to offset unavoidable adverse impacts to or the loss of wetlands and streams and other natural habitats and ecosystems located within the "Service Area" of the Bank (as defined in the MBI).
- B. Seller, as bank sponsor, has heretofore submitted to USACE a Year Five Monitoring Report for the Bank, and USACE has confirmed by letter dated September 7, 2022 (as the same may hereafter be modified or restated in writing, the "<u>Final Release Letter</u>") that the monitoring-phase requirements under the MBI have been fully satisfied and that all conditions for final credit release have been met.
- C. As set forth in the Final Release Letter, the following Wetland Credits and Stream Credits for the Bank ("<u>Credits</u>") have been released:¹

Credit Classification:	Released Credits
Wetland Preservation Credits	384.00
Wetland Enhancement/Restoration Credits	1,007.40
Stream Preservation Credits	16,151.00
Stream Enhancement/Restoration Credits	57,798.00
Total	75,340.40

D. In anticipation of the creation of the Bank and Seller's completion of the mitigation work required by the MBI as a condition to the release of Credits, Buyer and Seller previously entered into a Purchase and Sale Agreement for Reserved Mitigation Credits dated February 14, 2014 (the "Credit Purchase Agreement"). Under the Credit Purchase Agreement, Buyer is obligated to purchase, and Seller is obligated to reserve and sell to Buyer, from time to time as provided in the Credit Purchase Agreement a total of 800 Wetland Credits (at a price of \$10,000).

¹ NOTE: The Final Release Letter as issued in September 2022 miscalculated the number of Stream Enhancement/Restoration Credits, understating the correct number of 57,798.00 by 1,125. Seller is in the process of obtaining written confirmation of the correct number from USACE.

per Wetland Credit) (the "Buyer Wetland Credits") and 30,000 Stream Credits (at a price of \$100 per Stream Credit) (the "Buyer Stream Credits"), for a total price of \$11 million. Of this amount, Buyer paid, upon the parties' execution of and in accordance with the Credit Purchase Agreement, a deposit of \$1,500 per Wetland Credit and \$15 per Stream Credit (totaling \$1,650,000), to be credited against Buyer's purchases of Buyer Wetland Credits and Buyer Stream Credits (together "Buyer Credits") as and when released pursuant to the MBI.

- E. Because Seller has successfully caused all of the Buyer Credits to be released, Buyer has since paid to Seller the entire remaining balance of the \$11 million purchase price of the Buyer Credits.
- F. As further provided (and subject to the conditions and limitations contained) in the Credit Purchase Agreement, Buyer is entitled to cause Seller to sell any otherwise-available Buyer Credits for which Buyer has no current need ("Surplus Buyer Credits") to third parties who may wish to purchase such Credits for use in connection with their own projects. Upon any such sale of Surplus Buyer Credits, Seller is entitled to a consulting fee equal to 8% of the gross sale proceeds attributable thereto, and Buyer is entitled to receive and retain 92% of such gross sales proceeds.
- G. The Credit Purchase Agreement likewise sets out Seller's rights with respect to the sale by Seller of Credits that are released under the MBI in excess of the Buyer Credits ("Excess Credits"). Subject to the conditions and limitations contained in the Credit Purchase Agreement, upon any sale of Excess Credits, Buyer is entitled to receive 20% of the gross sales proceeds and Seller is entitled to receive and retain the remaining 80% of such gross sales proceeds.
- H. Section 1 of the Disclosure Schedules (which are incorporated herein by reference) (the "Current Credit Schedule") sets forth as of the Effective Date: (i) the total number of Buyer Wetland Credits that have been transferred to Buyer for use in connection with projects undertaken by Buyer or Affiliates of Buyer ("Buyer Projects"); (ii) the total number of Buyer Wetland Credits that have been (or are committed to be) transferred to SCDOT and other third parties as Surplus Buyer Credits; (iii) the total number of Buyer Stream Credits that have been transferred to Buyer for use in connection with Buyer Projects; and (iv) the total number of Buyer Stream Credits that have been (or are committed to be) transferred to SCDOT and other third parties as Surplus Buyer Credits the total number of Buyer Stream Credits.
- I. The Current Credit Schedule also sets forth as of the Effective Date the current status of the 591.40 Wetland Credits and 42,824.00 Stream Credits that constitute Excess Credits.
- J. Now that all monitoring and other work required under the MBI has been completed and all Credits have been released, Seller wishes to transfer and assign to Buyer, and Buyer wishes to acquire from Seller, all of the remaining Excess Credits and all of Seller's other rights under the MBI and the Credit Purchase Agreement, as well as Seller's rights under the Mitigation Easement Agreement (as hereinafter defined) and certain other rights as specified herein, and, in connection therewith, to assume certain specified liabilities and obligations of Seller relating to the Bank, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this ARTICLE I:

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or otherwise, whether at law or in equity.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. In the case of Buyer, such term also includes any agency, office, or department of Richland County, South Carolina.

"Agreement" has the meaning ascribed to it in the preamble.

"Assumed Liabilities" has the meaning ascribed to it in Section 2.03.

"Bank" has the meaning ascribed to it in Recital A.

"Bank Property" means the 1,359.57-acre portion of the Real Property that is subject to the MBI.

"Basket Amount" has the meaning ascribed to it in Section 7.04(a).

"Bill of Sale, Assignment, and Assumption Agreement" has the meaning ascribed to it in Section 3.03(a)(i).

"Business Day" means any day except Saturday, Sunday, or any other day on which commercial banks located in Columbia, South Carolina are authorized or required by Law to be closed for business.

"Buyer" has the meaning ascribed to it in the preamble.

"Buyer Credits" has the meaning ascribed to it in Recital D.

"Buyer Fundamental Representations" means the representations and warranties of Buyer set forth in Section 5.01 (Organization of Buyer), Section 5.02 (Authority of Buyer; Enforceability), Section 5.04 (Legal Proceedings), and Section 5.05 (Brokers).

- "Buyer Projects" has the meaning ascribed to it in Recital H.
- "Buyer Stream Credits" has the meaning ascribed to it in Recital D.
- "Buyer Wetland Credits" has the meaning ascribed to it in Recital D.
- "Cash Consideration" means the sum of Five Million Dollars (\$5,000,000).
- "Closing" has the meaning ascribed to it in Section 3.01.
- "Closing Date" has the meaning ascribed to it in Section 3.01.
- "Contract" means any contract, lease, deed, mortgage, license, instrument, note, legally binding commitment or undertaking, indenture, joint venture agreement or arrangement, or other legally binding agreement, commitment, or arrangement, whether written or oral.
 - "Credits" has the meaning ascribed to it in Recital C.
 - "Credit Purchase Agreement" has the meaning ascribed to it in Recital D.
 - "Current Credit Schedule" has the meaning ascribed to it in Recital H.
 - "Deposit" means the sum of One Hundred Fifty Thousand Dollars (\$150,000).
- "<u>Disclosure Schedules</u>" means the schedules (including the Current Credit Schedule) delivered by Seller to Buyer concurrently with the execution and delivery of this Agreement, as the same may be updated or supplemented by Seller before the Closing Date.
 - "Electronic Delivery" has the meaning ascribed to it in Section 8.16.
- "Encumbrance" means any charge, claim, community property interest, pledge, equitable interest, statutory or other lien, option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.
- "Environmental Claim" means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification, and injunctive relief) arising out of, based on, or resulting from: (a) the presence, Release of, or exposure to any Hazardous Materials; or (b) any actual or alleged noncompliance with any Environmental Law or term or condition of any Environmental Permit.
- "Environmental Law" means any Law or any Governmental Order: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or

groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal, or remediation of any Hazardous Materials.

"Environmental Notice" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged noncompliance with any Environmental Law or any term or condition of any Environmental Permit.

"Environmental Permit" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision, or other action required under or issued, granted, given, authorized by, or made pursuant to Environmental Law.

"Excess Credits" has the meaning ascribed to it in Recital F.

"Excluded Assets" has the meaning ascribed to it in Section 2.02.

"Excluded Books and Records" has the meaning ascribed to it in Section 2.02(e).

"Excluded Contracts" has the meaning ascribed to it in Section 2.02(a).

"Excluded Liabilities" has the meaning ascribed to it in Section 2.04.

"Escrow Agent" means [●].

"Final Release Letter" has the meaning ascribed to it in Recital B.

"Governmental Authority" means any federal, state, local, tribal, or foreign governmental authority or political subdivision thereof, or any agency, authority, commission, or instrumentality of such government or political subdivision, or any self-regulated organization or other nongovernmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination, or award entered by or with any Governmental Authority.

"Hazardous Materials" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral, or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

"Initial Final Release Letter" has the meaning ascribed to it in Recital B.

"Knowledge of Seller" or "Seller's Knowledge," or any other similar knowledge qualification, means (i) the actual knowledge of Charles Thompson or Brian Normanly or (ii) such

actual knowledge as any of such individuals would reasonably be expected have after such inquiry as is reasonable under the circumstances.

"<u>Law</u>" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement or rule of law of any Governmental Authority.

"<u>Liabilities</u>" means liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise.

"Long-Term Endowment Fund" means the long-term endowment fund in the amount of Five Hundred Thousand Dollars (\$500,000) established pursuant to the MBI and previously funded by Seller.

"Losses" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the reasonable cost of enforcing any right to indemnification hereunder and the reasonable cost of pursuing any insurance providers; <u>provided</u>, <u>however</u>, that "Losses" shall not include punitive damages, except to the extent actually awarded to a Governmental Authority or other third party.

"Material Adverse Effect" means any event, occurrence, fact, condition, or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise), or assets of the Bank, (b) the value of the Purchased Assets, or (c) the ability of Seller to consummate the transactions contemplated hereby on a timely basis.

"MBI" has the meaning ascribed to it in Recital A.

"Mitigation Easement Agreement" means the Mitigation Easement Agreement entered into with respect to the Real Property dated February 14, 2014 between R.C. McEntire, Jr., Claude W. Smith, W.D. Morris, and S. Stanley Juk, Jr. (collectively the "Mill Creek Partners") as grantors and Seller as grantee, recorded in Book 1926-1542 of the land records of Richland County as Instrument No. 2014008808 on February 18, 2014, as assigned to Buyer by a Blanket Bill of Sale and Assignment made by and among the Mill Creek Partners and Buyer, dated February 14, 2014.

"Nonbank Acreage" means the 426.78-acre portion of the Real Property that is not included in the Bank Property.

"Ordinary Course of Business" means the ordinary course of Seller's operation of the Bank in a manner that is consistent with the normal day-to-day operations or past practices of Seller with respect to the Bank.

"Permit" means any certificate of occupancy, permit, license, franchise, approval, authorization, registration, variance, or other certificate or similar right obtained, or required to be obtained, from any Governmental Authority relating to the development, construction, restoration, ownership, operation, monitoring, or use and occupancy of the Bank Property or the Bank,

including the approval letters issued by USACE for the operation of the Bank and the approval of the MBI in accordance with all applicable Laws.

"<u>Permitted Encumbrances</u>" has the meaning ascribed to it in Section 4.04.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

"Purchased Assets" has the meaning ascribed to it in Section 2.01.

"Qualified Settlement Offer" has the meaning ascribed to it in Section 7.04(e)(iii).

"Real Property" means the parcel of real property consisting of approximately 1,786.35 acres located in Richland County, South Carolina more fully identified and described in Exhibit A to the Mitigation Easement Agreement.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of such Person.

"Rock Dam Quitclaim Deeds" means the four Quit Claim Deeds dated February 14, 2014 to Seller as grantee from the following grantors: (i) S. Stanley Juk, Jr., (ii) Robert C. McEntire, Jr., (iii) W.D. Morris, and (iv) Claude W. Smith, in each case remising, releasing, and quit-claiming to Seller the grantor's undivided one-fourth interest in a certain rock dam located in Mill Creek as described therein, which Quit Claim Deeds are recorded in the Land Records of Richland County, SC in Books 1926-1595, 1926-1598, 1926-1601, 1926-1604, respectively.

"SCDOT" means the South Carolina Department of Transportation.

"SCDOT Contract" means the Agreement for Purchase and Sale of Stream and/or Wetland Mitigation Credits dated December 2, 2022 by and between SCDOT and Seller pursuant to which SCDOT has purchased for future use 22.80 Buyer Wetland Credits and 16,500.00 Stream Credits (of which 15,387.88 constitute Buyer Stream Credits and 1,112.12 constitute Excess Credits) for an aggregate purchase price of \$3,172,500, which purchase price has been paid in full and allocated between Seller and Buyer as provided in the Credit Purchase Agreement but which Credits as of the Effective Date remain on the ledger of the Bank and will not be transferred until after the Closing Date.

"Seller" has the meaning ascribed to it in the preamble.

"Seller Fundamental Representations" means the representations and warranties (i) of Seller set forth in Section 4.01 (Organization of Seller), Section 4.02 (Authority of Seller; Enforceability), Section 4.04 (Title to Purchased Assets), Section 4.07 (Legal Proceedings; Governmental Orders), and Section 4.11 (Brokers).

"Stream Credits" has the meaning ascribed to it in Recital A.

"Surplus Buyer Credits" has the meaning ascribed to it in Recital D.

"Taxes" means any and all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto and any interest in respect of such additions or penalties.

"<u>Tax Return</u>" means any return, declaration, report, claim for refund, information return or statement, or other document relating to Taxes required by Law to be filed with any Governmental Authority, including any schedule or attachment thereto, and including any amendment thereof.

"Third-Party Claim" has the meaning ascribed to it in Section 7.04(e)(i).

"<u>Transaction Documents</u>" means this Agreement; the Bill of Sale, Assignment, and Assumption Agreement; and the other agreements, instruments, and documents required to be delivered at the Closing.

"<u>USACE</u>" has the meaning ascribed to it in Recital A.

"Wetland Credits" has the meaning ascribed to it in Recital A.

ARTICLE II PURCHASE AND SALE ASSETS; ASSUMPTION OF LIABILITIES

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title, and interest in, to, and under the following assets, properties, and rights that are used or held for use in connection with the Bank (collectively, the "Purchased Assets"):

- (a) All of Seller's rights under the MBI existing on or arising on or after the Closing Date, including all rights in, to, and in respect of (i) all of the Credits (both Buyer Credits and Excess Credits) remaining available for withdrawal from the Bank as set forth in the Current Credit Schedule and (ii) the funds in the Long-Term Endowment Fund;²
- (b) All of Seller's rights under the Credit Purchase Agreement existing on or arising on or after the Closing Date;

² NOTE: Alternatively, it may be more efficient for Seller to retain the right to the funds in the Long-Term Endowment Fund and reduce the portion of the Cash Purchase Price otherwise payable at Closing by this amount.

- (c) All of Seller's rights under the Mitigation Easement Agreement existing on or arising on or after the Closing Date as and to the extent such rights relate to the Bank Property;
- (d) All of Seller's rights to use the name "Mill Creek Mitigation Bank" in connection with the ownership and operation of the Bank;
 - (e) All of Seller's rights under the Rock Dam Quitclaim Deeds;
- (f) All of Seller's rights under the SCDOT Contract existing on or arising on or after the Closing Date;
- (g) Copies of books and records of Seller specifically relating to the Bank or the Credits that may reasonably be necessary for Buyer's operation of the Bank after the Closing Date (the "<u>Included Books and Records</u>");
- (h) All of Seller's rights and claims under warranties and indemnities, and all similar rights against third parties, to the extent related to any Purchased Assets and arising or accruing on or after the Closing Date;
- (i) All insurance benefits, including rights and proceeds, arising on or after the Closing Date from or relating to the Bank, the Purchased Assets, or the Assumed Liabilities; and
 - (i) All goodwill and the going concern value associated with the Bank.
- **Section 2.02 Excluded Assets**. Notwithstanding the foregoing or any other provision hereof, the Purchased Assets shall not include the following assets (collectively, the "Excluded Assets") and Buyer shall not acquire any right or interest therein:
- (a) Contracts to which Seller or any of its Affiliates may be a party, other than the MBI, the Credit Purchase Agreement, the Mitigation Easement Agreement, the warranties and indemnities referenced in Section 2.01(h), and the insurance benefits referenced in Section 2.01(i) (the "Excluded Contracts");
- (b) Seller's rights under the Mitigation Easement Agreement existing on or arising on or after the Closing Date as and to the extent such rights relate to the Nonbank Acreage;
- (c) Any tangible personal property, whether owned or leased, of Seller or any of its Affiliates;
- (d) Any prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, and similar sums and fees (including any such item relating to the payment of Taxes);
- (e) Any books and records of Seller, other than the Included Books and Records, including books of account, Tax returns, and other financial ledgers, and general, financial, and accounting records, correspondence files, research and development files, records,

and data, strategic plans, internal financial statements, and marketing and promotional surveys, material, and research ("Excluded Books and Records"); and

- (f) The rights that accrue or will accrue to Seller under this Agreement or any of the other Transaction Documents.
- **Section 2.03 Assumed Liabilities**. Subject to the terms and conditions set forth herein, Buyer shall assume and fully and timely pay, perform, and discharge the following Liabilities of Seller (collectively, the "<u>Assumed Liabilities</u>") and no other Liabilities:
- (a) All Liabilities of Seller arising under or in respect of the MBI, the Credit Purchase Agreement, or the Mitigation Easement Agreement but only to the extent that such Liabilities do not relate to any claim for damages for failure to perform, improper performance, or breach of warranty or other breach, default, or violation by Seller on or before the Closing;
- (b) All Liabilities of Seller under the SCDOT Contract existing on or arising on or after the Closing Date (including the obligation to transfer Credits in accordance therewith); and
- (c) Those Liabilities of Seller (if any) identified in Section 2.03(c) of the Disclosure Schedules.³

Without in any way limiting the generality of subsection (a), effective on and as of the Closing Buyer (or an Affiliate of Buyer designated in writing by Buyer before the Closing Date) shall become and be substituted as the "Bank Sponsor" under the MBI, and Buyer and Seller shall promptly take such steps as may be necessary to effectuate such designation and substitution in accordance with the rules and regulations of USACE relating thereto.⁴

Section 2.04 Excluded Liabilities. Notwithstanding the provisions of Section 2.03 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform, or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the "Excluded Liabilities"). Seller shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities that Seller or such Affiliates are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following:

(a) Any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation, and performance of this Agreement and the other Transaction Documents, and the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisers, and others ("Seller Transaction Costs");

³ NOTE: To be addressed if necessary: Firetower credit reservation agreement.

⁴ NOTE: Seller is in the process of obtaining written confirmation from USACE that the 60-day notice provision relating to designating Buyer as Bank Sponsor is no longer applicable in light of bank closure/final credit release.

- (b) Any Liabilities for (i) Taxes of Seller (or any member or Affiliate of Seller) or relating to the Bank, the Purchased Assets, or the Assumed Liabilities; (ii) Taxes that arise out of the consummation of the transactions contemplated hereby or that are the responsibility of Seller pursuant to Section 6.03(a); or (iii) other Taxes of Seller (or any member or Affiliate of Seller) of any kind or description (including any Liability for Taxes of Seller or any member or Affiliate of Seller that becomes a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law);
- (c) Any Liabilities to the extent relating exclusively to or arising exclusively out of any of the Excluded Assets;
- (d) Any Liabilities in respect of any Action pending or threatened as of the Closing Date arising out of, relating to, or otherwise in respect of the operation of the Bank or the Purchased Assets to the extent such Action relates to such operation on or before the Closing Date;
- (e) Any Liabilities of Seller arising under or in connection with any employee benefit plan providing benefits to any present or former employee of Seller or any of its Affiliates;
- (f) Any Liabilities of Seller for any present or former employees, officers, directors, retirees, independent contractors, or consultants of Seller or any of its Affiliates, including any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination, or other payments;
- (g) Any Environmental Claims, or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances, or conditions existing on or before the Closing or otherwise to the extent arising out of any actions or omissions of Seller;
- (h) Any Liabilities to the extent arising exclusively under any of the Excluded Contracts;
- (i) Any Liabilities associated with Indebtedness of Seller or the Bank owing to financial institutions; and
- (j) Any Liabilities arising out of, in respect of, or in connection with the willful or otherwise knowing and intentional failure by Seller or any of its Affiliates to comply with any Law or Governmental Order.

Section 2.05 Purchase Price and Payment.

- (a) <u>Purchase Price</u>. The aggregate purchase price (the "<u>Purchase Price</u>") to be paid by Buyer to Seller for the Purchased Assets shall consist of: (i) the Cash Consideration plus (ii) the assumption of the Assumed Liabilities.
- (b) <u>Payment of Cash Consideration</u>. Buyer shall pay the Cash Consideration, less the amount of the Deposit, on the Closing Date by wire transfer of immediately available funds to an account or accounts designated in writing by Seller at least two (2) Business Days before the

Closing Date and shall unconditionally authorize in writing the release of the Deposit to or as directed by Seller.

Section 2.06 Deposit; Escrow Agent.

- (a) Upon Seller's execution and delivery of this Agreement, Buyer shall pay over to the Escrow Agent, by wire transfer to the noninterest-bearing trust account maintained by the Escrow Agent at [•], the amount of the Deposit, which shall be held by the Escrow Agent in such account and, unless otherwise agreed in writing by Seller and Buyer, disbursed as follows:
 - (i) If and when Closing occurs, the Escrow Agent shall promptly disburse the Deposit to or as directed by Seller;
 - (ii) If Seller elects to terminate this Agreement pursuant to and in accordance with Section 3.05, then, upon written direction from Buyer (or, if Buyer does not provide such written direction to the Escrow Agent within three (3) Business Days after Seller's written request therefor, upon Seller's written demand to the Escrow Agent a copy of which Seller certifies in writing has been provided to Buyer), the Escrow Agent shall promptly disburse the Deposit to Seller by wire transfer of immediately available funds to an account designated in writing by Seller; and
 - (iii) If Buyer elects to terminate this Agreement pursuant to and in accordance with Section 3.06, then, upon written direction from Seller (or, if Seller does not provide such written direction to the Escrow Agent within three (3) Business Days after Buyer's written request therefor, upon Buyer's written demand to the Escrow Agent a copy of which Buyer certifies in writing has been provided to Seller), the Escrow Agent shall promptly disburse the Deposit to Buyer by wire transfer of immediately available funds to an account designated in writing by Buyer.
- (b) Seller and Buyer further agree as follows with respect to the duties, responsibilities, rights, and obligations of the Escrow Agent:
 - (i) The Escrow Agent shall only be responsible for the safekeeping of the Deposit and disbursement thereof in accordance the provisions of this Section 2.06.
 - (ii) The Escrow Agent may act in reliance upon any writing or instrument or signature that the Escrow Agent, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument in the absence of actual knowledge to the contrary, and may assume that any person purporting to give any writing, notice, advice, authorization, or instructions in connection with the provisions hereof has been duly authorized to do so. More generally, the Escrow Agent's duties hereunder shall be limited to those specifically provided herein.
 - (iii) In the event of any disagreement between Buyer and Seller, or between either Buyer or Seller and any person not a party to this Agreement, resulting in adverse claims or demands being made in respect of the Deposit or the disbursement thereof, or in the event the Escrow Agent, in good faith, is in doubt as to what action the Escrow Agent should take hereunder, the Escrow Agent may, at its option, refuse to comply with any

claims or demands on it, or refuse to take any other action hereunder, for as long as such disagreement continues or such doubt exists, and in any such event the Escrow Agent shall not be or become liable in any way to any person for its failure or refusal to act. The Escrow Agent shall be entitled at any time, in its sole and absolute discretion: (x) to deposit all or any portion of the Deposit with the clerk of any court of competent jurisdiction or (y) to commence an action in the nature of an interpleader for a determination of the respective rights of Buyer and Seller in the Deposit (or both (x) and (y)), and, in any such case, to recover the Escrow Agent's costs and expenses, including attorneys' fees and expenses, out of the Deposit. Notwithstanding the foregoing, the Escrow Agent may in its discretion obey the order, judgment, decree, or levy of any court, whether with or without jurisdiction, or of any agency of the United States or any political subdivision thereof, or of any agency of any state or of any political subdivision thereof, and the Escrow Agent is hereby authorized, in its sole discretion, to comply with and obey any such orders, judgments, decrees, or levies. The Escrow Agent shall also be entitled to consult outside counsel of its choice and shall have full and complete authorization and protection to act in reliance on the advice of such counsel.

- (iv) The Escrow Agent shall not, in its capacity as escrow agent, be liable to anyone whatsoever by reason of any error of judgment or for any act done or step taken or omitted by it in good faith or for any mistake of fact or law or for anything which it may do or refrain from doing in connection herewith unless caused by or arising out of its own gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special or consequential damages caused by its gross negligence or willful misconduct.
- (v) The rights of the Escrow Agent under this subsection (b) are cumulative and in addition to all other rights that it may have by law or otherwise.

ARTICLE III CLOSING

- **Section 3.01 Closing.** Subject to the terms and conditions of this Agreement, and in particular the satisfaction or waiver in writing of the conditions to Closing set forth in Section 3.02, the consummation of the transactions contemplated by this Agreement (the "<u>Closing</u>") shall take place remotely by exchange of documents and signatures (or their electronic counterparts), on February 28, 2023 or on such earlier or later date as the parties may agree (the "<u>Closing Date</u>").
- **Section 3.02 Conditions to Closing**. The parties' obligations to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction (or waiver in writing) of each of the following conditions precedent:
- (a) Each party shall have fully and timely performed each and all obligations to be performed on or before the Closing Date by such party under this Agreement or any of the other Transaction Documents;
- (b) Each party's representations and warranties contained in this Agreement shall be true and correct in all material respects as though made on the Closing Date; and

(c) This Agreement and the transactions contemplated hereby shall have been approved by the Richland County Council in accordance with applicable Laws.

Section 3.03 Closing Deliverables.

- (a) At the Closing, Seller and Buyer shall deliver to each other the following:
- (i) a bill of sale, assignment, and assumption agreement in substantially the form of Exhibit A (the "Bill of Sale, Assignment, and Assumption Agreement"), duly executed by each of them;⁵
- (ii) a deed or other instrument in form and substance reasonably satisfactory to both Buyer and Seller conveying to Buyer or Buyer's designee Seller's rights under the Mitigation Easement Agreement existing on or arising on or after the Closing Date as and to the extent such rights relate to the Bank Property as provided in Section 2.01(c);
- (iii) a quitclaim deed in form and substance reasonably satisfactory to both Buyer and Seller remising, releasing, and quitclaiming to Buyer or Buyer's designee, without warranty of any kind other than as to Seller's right to convey, Seller's rights under the Rock Dam Quitclaim Deeds as provided in Section 2.01(e);
- (iv) [an amended and restated Mitigation Easement Agreement in form and substance reasonably satisfactory to both Buyer and Seller that limits Seller's rights under the Mitigation Easement Agreement after Closing to the Nonbank Acreage;]⁶
 - (v) [anything else needed?]
- (b) At the Closing, Seller shall, in addition to the items specified in subsection (a), deliver or cause to be delivered to Buyer the following:
 - (i) originals or true and correct copies of the Included Books and Records;
 - (ii) such other instruments of transfer, duly executed by Seller, as Buyer may reasonably request to effectuate and confirm the transfer of ownership to Buyer of the Purchased Assets;
 - (iii) a certificate from the manager of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the managers or members of Seller authorizing the execution, delivery, and performance of this Agreement and the other Transaction Documents to which Seller is a party and the consummation of the

Page 14

⁵ NOTE: To the extent that Buyer may wish some of the Purchased Assets, *e.g.*, Seller's rights under the Mitigation Easement Agreement, assigned to an Affiliate of Buyer instead of directly to Buyer (*e.g.*, to avoid merger of the easement rights into the fee), we can address that in the Bill of Sale, Assignment, and Assumption Agreement or other closing docs.

⁶ To be discussed: Whether there is a more effective/efficient way to accomplish this result.

transactions contemplated hereby and thereby and stating that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby; and

- (iv) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement and all of the transactions contemplated hereby.
- (c) At the Closing, Buyer (x) shall pay to Seller the balance of the Cash Consideration as specified in Section 2.05 and (y) shall, in addition to the items specified in subsection (a), deliver to Seller the following:
 - (i) a certificate from the [•] of Buyer certifying that attached thereto are true and complete copies of all resolutions adopted by the Richland County Council authorizing the execution, delivery, and performance of this Agreement and the other Transaction Documents to which Buyer is a party and the consummation of the transactions contemplated hereby and thereby and stating that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby; and
 - (ii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to this Agreement and all of the transactions contemplated hereby.

Section 3.04 Closing Prorations. [Any fees of the Escrow Agent to be borne equally]⁷

Section 3.05 Seller's Right to Terminate and Retain Deposit.

- (a) Notwithstanding any other provision of this Agreement, if Closing does not occur on the Closing Date on account of (i) Buyer's failure to fully and timely perform each and all obligations to be performed by Buyer on or before the Closing Date as required by Section 3.02(a) or (ii) the failure of Buyer's representations and warranties contained in this Agreement to be true and correct in all material respects as though made on the Closing Date as required by Section 3.02(b) or (iii) the failure of the Richland County Council to have approved this Agreement and the transactions contemplated hereby as contemplated by Section 3.02(c) on or before the Closing Date, then Seller may, by written notice to Buyer given in accordance with Section 8.02 on or after the Closing Date, elect to terminate this Agreement, in which event:
 - (i) Seller shall be entitled to receive and retain the Deposit and Buyer shall immediately direct the Escrow Agent to release the Deposit to Seller as provided in Section 2.06(a)(ii); and

⁷ <u>NOTE</u>: There may be other items requiring proration not yet identified.

- (ii) This Agreement shall terminate and the parties shall have no further obligations to each other, except for those obligations set forth in Section 6.02 (Public Announcements) and, to the extent applicable to matters or circumstances arising or existing after the effective date of termination, ARTICLE VIII.
- (b) Seller and Buyer agree that: (i) the amount of damages that Seller would sustain (x) upon a breach of this Agreement by Buyer or (y) by virtue of any failure of the transactions contemplated hereby to be consummated that gives rise to a termination of this Agreement by Seller pursuant to subsection (a) of this Section would be difficult to ascertain with reasonable certainty; (ii) the amount of the Deposit represents their mutually agreed-upon reasonable estimate of such damages; and (iii) such amount constitutes liquidated damages and not a penalty. Accordingly, if Seller terminates this Agreement pursuant to subsection (a) of this Section, or if the parties otherwise fail to consummate the transactions contemplated by this Agreement and such failure is due to a breach by Buyer of this Agreement or Buyer's failure to timely perform or satisfy any of the conditions to Closing specified in Section 3.02 to be performed or satisfied by Buyer, then Seller shall, as its sole and exclusive remedy therefor, be entitled to receive and retain the Deposit in lieu of any and all other damages or monetary remedies.

Section 3.06 Buyer's Right to Terminate and to Return of Deposit. Notwithstanding any other provision of this Agreement, if Closing does not occur on the Closing Date on account of (i) Seller's failure to fully and timely perform each and all obligations to be performed by Seller on or before the Closing Date as required by Section 3.02(a) or (ii) the failure of Seller's representations and warranties contained in this Agreement to be true and correct in all material respects as though made on the Closing Date as required by Section 3.02(b), then Buyer may, by written notice to Seller given in accordance with Section 8.02 on or after the Closing Date, elect to terminate this Agreement, in which event:

- (a) Buyer shall be entitled to receive the return of the Deposit and Seller shall immediately direct the Escrow Agent to release the Deposit to Buyer as provided in Section 2.06(a)(iii); and
- (b) This Agreement shall terminate and the parties shall have no further obligations to each other, except for those obligations set forth in Section 6.02 (Public Announcements) and, to the extent applicable to matters or circumstances arising or existing after the effective date of termination, ARTICLE VIII.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Seller represents and warrants to Buyer that the statements contained in this ARTICLE IV are true and correct in all material respects as of the Effective Date and will be true and correct in all material respects on and as of the Closing Date.

Section 4.01 Organization of Seller. Seller is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and has full legal power and authority to own and operate the Bank and to own, operate, or lease the

properties and assets now owned, operated, or leased by it and to carry on its business as currently conducted.

Section 4.02 Authority of Seller; Enforceability. Seller has full limited liability company power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action on the part of Seller. This Agreement and each other Transaction Document to which Seller is a party has been duly executed and delivered by Seller, and (assuming due authorization, execution, and delivery by the other party or parties thereto, if any) this Agreement and each other Transaction Document to which Seller is a party constitutes a legal, valid, and binding obligation of Seller enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar Laws affecting or relating to creditors' rights generally and the availability of injunctive relief and other equitable remedies.

Section 4.03 No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of formation, operating agreement, or other organizational documents of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Bank, or the Purchased Assets; (c) to the Knowledge of Seller, require the consent of, or notice to or other action by, any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify, or cancel any Contract or Permit to which Seller is a party or by which Seller or the Bank is bound or to which any of the Purchased Assets is subject; or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on the Purchased Assets. To the Knowledge of Seller, no consent, approval, Permit, Governmental Order, or declaration or filing with, or notice to, any Governmental Authority (including USACE) is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the other Transaction Documents to which Seller is a party and the consummation of the transactions contemplated hereby and thereby.

Section 4.04 Title to Purchased Assets. Except as limited in Section 3.03(a)(iii)with respect to Seller's rights under the Rock Dam Quitclaim Deeds, Seller has good and valid title to and the right to convey all of the Purchased Assets. All such Purchased Assets are, and will be assigned and transferred to Buyer, free and clear of Encumbrances except for liens for Taxes not yet due and payable (the "<u>Permitted Encumbrances</u>").

Section 4.05 Suitability and Sufficiency of Purchased Assets. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER regarding the suitability of any

of the Purchased Assets for the uses contemplated by Buyer or their fitness for any particular purpose, including any use or purpose known to or reasonably knowable by Seller.

Section 4.06 MBI and MBI Obligations.

- (a) Seller has heretofore provided to Buyer true, correct, and complete copies of the MBI (including any modifications and amendments thereto) and the Final Release Letter.
 - (b) The MBI is valid, binding, enforceable, and in full force and effect;
- (c) Seller is not in breach or default under the MBI, and no event has occurred or circumstance exists that, with the delivery of notice, passage of time, or both, would constitute such a breach or default;
- (d) Seller has not received any notice of any default, or of any event that with notice or lapse of time, or both, would constitute a default, by Seller under the MBI and the other party thereto is not in default thereunder, and neither party to the MBI has exercised any termination rights with respect thereto;
- (e) Seller has not assigned, transferred, or otherwise granted to any Person any rights under the MBI, except with respect to Credits withdrawn (or to be withdrawn) from the Bank as reflected on the Current Credit Schedule; and
- (f) Seller has not pledged, mortgaged, or otherwise granted an Encumbrance on its interest in or rights under the MBI, the Mitigation Easement Agreement, or the Credit Purchase Agreement.

Section 4.07 Legal Proceedings; Governmental Orders.

- (a) There are no Actions pending or, to Seller's Knowledge, threatened against or by Seller (a) relating to or affecting the Bank, the Purchased Assets, or the Assumed Liabilities; or (b) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. To the Knowledge of Seller, no event has occurred or circumstances exist that may give rise to or serve as a basis for any such Action.
- (b) To the Knowledge of Seller, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties, or awards against, relating to, or affecting Seller or the Bank.
- **Section 4.08 Compliance With Laws.** To the Knowledge of Seller, Seller has complied, and is now complying, with all Laws applicable to the operation of the Bank as currently conducted or the use of the Purchased Assets.

Section 4.09 Environmental Matters.

(a) To the Knowledge of Seller, the operations of Seller with respect to the Bank and the Bank Property are currently and have been in compliance with all Environmental

Laws. Seller has not received from any Person, with respect to the Bank or the Bank Property (or any portion thereof), any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to any Environmental Law that either remains pending or unresolved or is the source of ongoing obligations or requirements as of the Closing Date.

(b) To the Knowledge of Seller, there has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Bank or the Bank Property, and Seller has not received an Environmental Notice that the Bank or the Bank Property or any portion thereof (including soils, groundwater, surface water, or buildings and other structure located thereon) has been contaminated with any Hazardous Materials that could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law by, Seller.

Section 4.10 Employment Matters. Seller does not have, and has never had, any employees. There is no Contract (i) for the employment or engagement of any individual (as an employee, independent contractor, or otherwise) or (ii) relating to the payment of any severance, termination, or bonus payment to any present or former employee of Seller or any of its Affiliates for which Buyer will become liable.

Section 4.11 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE V are true and correct in all material respects as of the Effective Date and will be true and correct in all material respects on and as of the Closing Date.

Section 5.01 Organization of Buyer. Buyer is a political subdivision of the State of South Carolina created and existing under the Laws of the State of South Carolina and has full legal power and authority to own, operate, or lease the properties and assets now owned, operated, or leased by it and to carry on its activities as currently conducted.

Section 5.02 Authority of Buyer; Enforceability. Buyer has full legal power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and each other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder, and (upon approval of the Richland Count Counsel as contemplated by Section 3.02(c)) the consummation by Buyer of the transactions contemplated hereby and thereby have been (or upon approval of the Richland Count Counsel as contemplated by Section 3.02(c) will have been) duly authorized by all requisite action on the part of Buyer. This Agreement and each other Transaction Document to which Buyer is a party has been duly executed and delivered by Buyer, and (assuming due authorization, execution, and delivery by

each other party thereto) this Agreement and each other Transaction Document to which Buyer is a party constitutes a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar Laws affecting or relating to creditors' rights generally and the availability of injunctive relief and other equitable remedies.

Section 5.03 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the charter or similar governing documents of Buyer; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (c) to the knowledge of Buyer, require the consent of, or notice to or other action by, any Person under any Contract to which Buyer is a party. To the knowledge of Buyer, no consent, approval, Permit, Governmental Order, or declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement or any other Transaction Documents to which Buyer is a party or (upon approval of the Richland Count Counsel as contemplated by Section 3.02(c)) the consummation of the transactions contemplated hereby and thereby.

Section 5.04 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to or serve as a basis for any such Action.

Section 5.05 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.06 Nonreliance. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in this Agreement and (b) neither Seller nor any other Person on behalf of Seller or its Affiliates has made any representation or warranty as to Seller, the Purchased Assets, or this Agreement, except as expressly set forth in this Agreement.

ARTICLE VI ADDITIONAL COVENANTS

Section 6.01 Litigation Cooperation. If Buyer or Seller or any of their Affiliates shall become engaged or participate in any Action relating in any way to the Purchased Assets, the Excluded Assets, the Assumed Liabilities, or the Excluded Liabilities, Seller and Buyer shall, if requested to do so and at the cost and expense of the requesting party, cooperate in all reasonable respects in connection therewith, including by making available to requesting party (or any of its Affiliates) any records in its possession that may be relevant thereto.

Section 6.02 Public Announcements. Neither Buyer nor Seller, nor any of their respective Affiliates or agents (including accountants, lenders, counsel, or investment bankers) shall, without the prior written consent of Buyer (in the case of Seller or its Affiliates) or Seller (in the case of Buyer or its Affiliates), issue any press release announcing the execution of this Agreement or the consummation of the transactions contemplated hereby, except as the disclosing party may, after consultation with the other, determine in good faith to be required by applicable Law, and in any such case the disclosing party shall provide the other party with reasonable advance notice thereof.

Section 6.03 Tax Matters.

- (a) All transfer, documentary, sales, use, stamp, registration, value added, and other similar Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents shall be borne and paid by Buyer. Buyer shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and shall cooperate with respect thereto as necessary).
- (b) Buyer and Seller shall cooperate fully with each other, as and to the extent reasonably requested by either of them, in connection with the preparation and filing of any Tax Return, statement, report, or form or any audit, litigation, or other Action with respect to Taxes. Such cooperation shall include the retention of all Tax Returns (including supporting work papers) and (upon request) the provision of records and information that are reasonably relevant to any such audit, litigation, or other Action or any tax planning. To the extent not transferred to Buyer pursuant to the terms of this Agreement, Seller agrees to (i) retain for the period required by Law all Tax Returns, books, and records with respect to Tax matters pertinent to Seller relating to any taxable period or portion thereof ending before the Closing Date in such Person's possession at the time of Closing and to abide by all record retention agreements entered into with any Governmental Authority and (ii) give Buyer reasonable written notice before destroying or discarding any such books and records and in such case, if Buyer so requests, allow Buyer to take possession of such Tax Returns and such books and records.
- (c) If requested by Buyer, Seller shall notify all of the Governmental Authorities in the jurisdictions that impose Taxes on Seller or where Seller has a duty to file Tax Returns of the transactions contemplated by this Agreement in the form and manner required by such Governmental Authorities, if the failure to make such notifications or receive any available tax clearance certificate could subject Buyer to any Taxes of Seller. If any Governmental Authority asserts that Seller is liable for any Tax, Seller shall promptly pay any and all such amounts and shall provide evidence to Buyer that such liabilities have been paid in full or otherwise satisfied.

Section 6.04 Operation of the Bank, etc. Pending Closing. From the Effective Date until the Closing (or the earlier termination of this Agreement by Seller pursuant to Section 3.05 or by Buyer pursuant to Section 3.06), except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned, or delayed), Seller shall: (x) operate the Bank in the Ordinary Course of Business and use commercially reasonable efforts to maintain and preserve intact the goodwill of USACE and other regulators with which it has relationships relating to the Bank and (y) not sell or agree or commit to sell any Excess Credits. Without limiting the foregoing, from the Effective Date until the

Closing Date (or the earlier termination of this Agreement by Seller pursuant to Section 3.05 or by Buyer pursuant to Section 3.06), Seller shall:

- (a) preserve and maintain all of its Permits;
- (b) pay its Taxes when due;
- (c) continue in full force and effect without modification all liability, casualty, and other insurance policies, except as required by applicable Law;
- (d) perform all of its obligations under the MBI and all other Contracts relating to or affecting the Purchased Assets; and
 - (e) comply in all material respects with all applicable Laws.

Section 6.05 Further Assurances. Following the Closing, each of the parties shall, and shall cause such party's respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE VII REMEDIES FOR DAMAGES AND LIMITATIONS THEREON

Section 7.01 Survival; Knowledge. All representations, warranties, covenants, and agreements of the parties in or arising under this Agreement (including the Disclosure Schedules) and the other Transaction Documents shall survive the Closing. Each representation and warranty shall be deemed qualified or waived to the extent that a party to whom the representation or warranty was made, whether as a result of its due diligence investigation before the Closing Date or otherwise as a result of actual disclosure by the other party before the Closing Date, has actual knowledge with respect to facts, circumstances, or claims that, if the same had in fact been disclosed herein or in the Disclosure Schedules by the other party, such representation or warranty would in fact be true and correct.

Section 7.02 Buyer's Remedies. In the event of any of the following:

- (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, any of the other Transaction Documents, or any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement;
- (b) any breach or nonfulfillment by Seller of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement, any of the other Transaction Documents, or any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement;
- (c) Seller's failure to pay or otherwise perform or discharge as and when due any Excluded Liability, which failure results in the assertion of any claim against or Loss by Buyer; or

(d) Seller's intentional misrepresentation, willful misconduct, or fraud;

Seller shall (subject to the conditions and limitations contained in Section 7.04) be liable to Buyer for any and all Losses incurred or sustained by, or imposed upon, Buyer to the extent actually based upon, arising out of, with respect to, or by reason of such inaccuracy, breach, nonfulfillment, intentional misrepresentation, willful misconduct, or fraud.

Section 7.03 Seller's Remedies. In the event of any of the following:

- (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement, any of the other Transaction Documents, or any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement;
- (b) any breach or nonfulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement, any of the other Transaction Documents, or any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement;
- (c) Buyer's failure to pay or otherwise perform or discharge as and when due any Assumed Liability; or
 - (d) Buyer's intentional misrepresentation, willful misconduct, or fraud;

Buyer shall (subject to the conditions and limitations contained in Section 7.04) be liable to Seller for any and all Losses incurred or sustained by, or imposed upon, Seller to the extent actually based upon, arising out of, with respect to, or by reason of such inaccuracy, breach, nonfulfillment, intentional misrepresentation, willful misconduct, or fraud.

Section 7.04 Certain Limitations on Claims for Damages.

- (a) Notwithstanding anything set forth in this ARTICLE VII to the contrary, except in the case of fraud, intentional misrepresentation, or willful misconduct, Seller shall not be liable to Buyer under Section 7.02(a) for any money damages in respect of Losses suffered or incurred by Buyer on account of any inaccuracies in or breaches of any representations or warranties of Seller until the aggregate total amount of Losses under such subsection exceeds \$50,000 (the "Basket Amount"), and then only to the extent that the aggregate amount of such Losses exceeds the Basket Amount.
- (b) Notwithstanding anything set forth in this ARTICLE VII to the contrary, except in the case of fraud, intentional misrepresentation, or willful misconduct, Buyer shall not be liable to Seller under Section 7.03(a) for any money damages in respect of Losses suffered or incurred by Seller on account of any inaccuracies in or breaches of any representations or warranties of Buyer until the aggregate total amount of Losses under such subsection exceeds the Basket Amount, and then only to the extent that the aggregate amount of such Losses exceeds the Basket Amount,

- (c) Notwithstanding anything set forth in this ARTICLE VII to the contrary:
- (i) The limitations set forth in subsections (a) and (b) of this Section 7.04 shall not apply in the case of fraud, intentional misrepresentation, or willful misconduct; and
- (ii) Except in the case of fraud, intentional misrepresentation, or willful misconduct, the aggregate total amount of damages in respect of all Losses (whether arising out of or in respect of inaccuracies in or breaches of representations or warranties or breaches or nonfulfillments of covenants, agreements, or obligations) (x) for which Seller shall be liable to Buyer or (y) for which Buyer shall be liable to Seller, as applicable, shall not exceed ten percent (10%) of the Cash Purchase Price.
- (d) Notwithstanding anything set forth in this ARTICLE VII to the contrary, neither party shall be liable for money damages in respect of any Losses suffered or incurred by the other party, as the case may be:
 - (i) Under Section 7.02(a) (in respect of any inaccuracies in or breaches of any representations or warranties of Seller) unless Seller shall have received written notice of the claim for damages specifying the factual basis of that claim in reasonable detail (to the extent then known by Buyer) on or before the first anniversary of the Closing Date, except and to the extent that such claim is based on an alleged inaccuracy in or breach of any of the Seller Fundamental Representations, in which case such notice must be received not later than sixty (60) days after the expiration of the applicable statute of limitations with respect to such claim; or
 - (ii) Under Section 7.03(a) (in respect of any inaccuracies in or breaches of any representations or warranties of Buyer) unless Buyer shall have received written notice of the claim for damages specifying the factual basis of that claim in reasonable detail (to the extent then known by Seller) on or before the first anniversary of the Closing Date, except and to the extent that such claim is based on an alleged inaccuracy in or breach of any of the Buyer Fundamental Representations, in which case such notice must be received not later than sixty (60) days after the expiration of the applicable statute of limitations with respect to such claim.
- (e) Notwithstanding anything set forth in this ARTICLE VII to the contrary, in no event shall Seller have any liability to Buyer in respect of Losses that Buyer may suffer or incur, whether on account of Seller's failure to pay or otherwise perform or discharge as and when due any Excluded Liability or otherwise, unless Buyer has satisfied in respect of such Losses or any claim or matter giving rise thereto all of the conditions precedent set forth in paragraphs (i), (ii), and (iii) below:
 - (i) <u>Notice of Third-Party Claims</u>. If Buyer receives notice or otherwise becomes aware of the assertion of any claim or the commencement of any Action by any Person who is not a party to this Agreement (a "<u>Third-Party Claim</u>") against Buyer that Buyer believes may give rise to a claim for damages by Buyer against Seller under this Agreement, Buyer shall give Seller reasonably prompt written notice thereof, but in any event not later

than thirty (30) calendar days after receipt of such notice of such Third-Party Claim or, if earlier, at least five (5) days before any answer or other responsive pleading in such Action must be filed. The failure to give such prompt written notice shall not, however, relieve Seller of its obligations in respect of such Third-Party Claim, except to the extent that Seller forfeits or is deprived of rights or defenses or is otherwise materially prejudiced by reason of such failure. Such notice by Buyer shall describe the Third-Party Claim in reasonable detail, shall include copies of any pleadings and all material written evidence thereof, and shall indicate the estimated amount, if reasonably practicable, of the Losses that Buyer reasonably believes it has sustained or may sustain.

- Right to Defend. Seller shall have the right to participate in, or by (ii) giving written notice to Buyer to assume, the defense of any Third-Party Claim at Seller's expense and by Seller's own counsel, and Buyer shall cooperate in good faith in such defense. In the event that Seller assumes the defense of any Third-Party Claim, subject to Section 7.04(e)(iii), Seller shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal, or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of Buyer. Buyer shall have the right to participate in the defense of any Third-Party Claim with counsel selected by it, subject to Seller's right to control the defense thereof, but all fees and disbursements of such counsel shall be borne by Buyer. Notwithstanding the foregoing, however, if in the reasonable written opinion of counsel to Buyer, (x) there are legal defenses available to Buyer that are different from or additional to those available to Seller or (y) there exists a conflict of interest between Seller and Buyer that cannot be waived, Seller shall be liable for the reasonable fees and expenses of counsel to Buyer in each jurisdiction for which Buyer determines counsel is required. If Seller elects not to compromise or defend such Third-Party Claim, fails to promptly notify Buyer in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third-Party Claim, Buyer may, subject to Section 7.04(e)(iii), pay, compromise, or defend such Third-Party Claim and seek indemnification for any and all Losses to which it is otherwise entitled under this Agreement based upon, arising from, or relating to such Third-Party Claim. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket costs) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.
- (iii) <u>Settlement of Third-Party Claims</u>. Notwithstanding any other provision of this Agreement, Seller shall not enter into any settlement of any Third-Party Claim without the prior written consent of Buyer, except as provided in this Section 7.04(e)(iii). If (x) a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of Buyer and provides, in customary form, for the unconditional release of Buyer from all liabilities and obligations in connection with such Third-Party Claim (a "Qualified Settlement Offer") and (y) Seller desires to accept and agree to such Qualified Settlement Offer, Seller shall give written notice to that effect to Buyer. If Buyer fails to consent to the Qualified Settlement Offer within ten (10) days after its receipt of such notice, Buyer may elect, at its own cost and expense, to continue to contest or defend such Third-Party Claim, and in such event the maximum

liability of Seller as to such Third-Party Claim shall not exceed the amount of the Qualified Settlement Offer. If Buyer fails to consent to the Qualified Settlement Offer within the above ten-day time period and also fails to promptly assume in writing the defense of such Third-Party Claim, Seller may settle the Third-Party Claim upon the terms set forth in the Qualified Settlement Offer. If Buyer has assumed the defense pursuant to paragraph (ii) of this subsection (e), it shall not agree to any settlement without the written consent of Seller (which consent shall not be unreasonably withheld, conditioned, or delayed).

Section 7.05 Exclusive Remedies. The parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims for equitable relief and claims arising from fraud, criminal activity, or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement, or obligation set forth in this Agreement or any of the Transaction Documents or otherwise relating to the subject matter of this Agreement shall be subject to the provisions and limitations set forth in this ARTICLE VII. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims, and causes of action for any breach of any representation, warranty, covenant, agreement, or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may now or hereafter have against the other party hereto and its Affiliates and Representatives arising under or based upon any Law, except in accordance with and subject to the provisions and limitations set forth in this ARTICLE VII. Nothing in this ARTICLE VII shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's fraudulent, criminal, or intentional misconduct.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 8.02 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) if sent by email of a PDF document (with confirmation of transmission), one (1) Business Day after the date it is sent if sent during normal business hours of the recipient and two (2) Business Days thereafter if sent after normal business hours of the recipient; or (d) on the fifth Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.02):

If to Seller: Mill Creek Mitigation Holdings LLC

Attention: David P. Hoffer 23 South Main St., Ste. 3A

Hanover, NH 03755

Email: dhoffer@lymetimber.com

With copies (which shall not constitute notice) to:

Neuberger, Quinn, Gielen, Rubin & Gielen, P.A.

Attention: Michael L. Quinn, Esq.

1 South St., 27th Floor Baltimore, MD 21202 Email: mlq@nqgrg.com

And to: Eco-Capital Advisors, LLC

Attention: Charles Thompson 3414 Peachtree Rd, NE, Ste. 990

Atlanta, GA 30326

E-mail: thompson@ecocapitaladvisors.com

If to Buyer: Richland County, South Carolina

Attention: County Administrator

Administration Building

2020 Hampton St., Room 4058

PO Box 192

Columbia, SC 29202

E-mail: [•]

With a copy (which shall not constitute notice) to:

Parker Poe

Attention: Ray Jones, Esq. 1221 Main St., Ste. 1100 Columbia, SC 29201

E-mail: rayjones@parkerpoe.com

Section 8.03 Interpretation; Rules of Construction.

- (a) For purposes of this Agreement: (i) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; and (iv) "party" refers to either of the parties to this Agreement, *i.e.*, either Seller or Buyer.
- (b) Unless the context otherwise requires, references in this Agreement: (i) to Articles and Sections, or to Disclosure Schedules and Exhibits, mean the Articles and

Sections of, and Disclosure Schedules and Exhibits attached to or otherwise furnished in accordance with, this Agreement; (ii) to an agreement, instrument, or other document means such agreement, instrument, or other document as theretofore amended, supplemented, and modified; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

- (c) This Agreement shall be construed without regard to any presumption or rule requiring or permitting construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- (d) The Disclosure Schedules and Exhibits referred to herein shall be construed with, and constitute an integral part of, this Agreement and by this reference are hereby incorporated fully herein.

Section 8.04 Headings. The headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

Section 8.05 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effectuate the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 8.06 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits, and the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control. This Agreement supersedes all prior agreements and understandings between the parties with respect to the transactions contemplated by this Agreement.

Section 8.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as expressly set forth herein, neither party may assign its rights or delegate performance of its obligations hereunder without the prior written consent of the other party. In no event, however, shall any otherwise permitted assignment relieve the assigning party of any of its obligations hereunder.

Section 8.08 No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by the party to be charged therewith. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by either party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 8.10 Severability. If any term or other provision of this Agreement is held to be invalid, illegal, or incapable of being enforced pursuant to Applicable Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement in such a manner so as to effectuate the original terms of this Agreement as closely as permitted by applicable Law and public policy so that the transactions contemplated hereby may be consummated as originally contemplated to the greatest extent possible.

Section 8.11 Disclosure Schedules. Each representation, warranty, and covenant set forth herein shall have independent significance. In the event of any inconsistency between the statements in the body of this Agreement and those in any of the Disclosure Schedules, the statements in the Disclosure Schedules will control.

Section 8.12 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

- (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina without regard to any provision that would result in the application of the laws of any other state or jurisdiction.
- (b) ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA SITTING IN COLUMBIA OR THE COURTS OF THE STATE OF SOUTH CAROLINA LOCATED IN RICHLAND COUNTY, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION, SUIT, OR PROCEEDING. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT, OR PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT, OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SUBSECTION (c).

Section 8.13 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.14 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 8.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 8.16 Electronic Delivery. This Agreement and any signed agreement or instrument to be delivered in connection with this Agreement, and any amendments hereto or thereto, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic device (any such delivery, an "<u>Electronic Delivery</u>"), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of either party hereto or to any such other agreement or instrument, each other party hereto or thereto shall reexecute original forms thereof and deliver them to all other parties. No party hereto or to any such other agreement or instrument shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[SIGNATURES ON NEXT PAGE]

[Asset Purchase Agreement Counterpart Signature Page]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed as of the Effective Date by their duly authorized officers.

SELLER:

MILL CREEK MITIGATION HOLDINGS LLC By LTC Management LLC, its Manager

By:
Name:
Title: Managing Member
BUYER:
RICHLAND COUNTY, SOUTH CAROLINA
By:
Name: Leonardo Brown
Title: County Administrator

DISCLOSURE SCHEDULES SECTION 1

Current Credit Schedule

Schedule 1 379 of 389

EXHIBIT A

Form of Bill of Sale, Assignment, and Assumption Agreement

[Attached]

Richland County Council Request for Action

Subject:

An Ordinance establishing the offense of using, discharging, shooting, or igniting fireworks or similar explosives within Richland County between certain hours, to provide exceptions, and to provide a penalty for each violation

Notes:

December 15, 2022 – The D&S Committee recommended Council to approve the proposed ordinance to include recommendations from the County Attorney's Office and suggestions made during the committee meeting.

First Reading: Second Reading: Third Reading: Public Hearing:

STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR RICHLAND COUNTY ORDINANCE NO. _____-22HR

AN ORDINANCE ESTABLISHING THE OFFENSE OF USING, DISCHARGING, SHOOTING, OR IGNITING FIREWORKS OR SIMILAR EXPLOSIVES WITHIN RICHLAND COUNTY BETWEEN CERTAIN HOURS, TO PROVIDE EXCEPTIONS, AND TO PROVIDE A PENALTY FOR EACH VIOLATION.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

<u>SECTION I</u>. The Richland County Code of Ordinances, Chapter 18, Offenses, is hereby amended by adding:

Sec. 18-7. Fireworks and Similar Explosives

- (a) Except as otherwise provided in this section, it is unlawful for a person to use, discharge, shoot, or ignite fireworks or similar explosives within Richland County between the hours of 10:00 PM and 7:00 AM. This section may not be construed to prohibit the discharge or lighting of sparklers or similar pyrotechnic products which generate no appreciable noise at any time.
- (b) Notwithstanding the provisions of subsection (a), the permitted hours for the use of fireworks must be extended on the Fourth of July and New Year's Eve. Therefore, it is only unlawful for a person to use, discharge, shoot, or ignite fireworks or similar explosives within Richland County between the house of 12:30 AM and 9:00 AM on July 5th and January 1st.
- (c) It is unlawful to:
 - (1) Negligently, recklessly, or intentionally direct the discharge of fireworks towards a structure, animal, or person;
 - (2) Intentionally detonate fireworks upon the land of another without express prior consent;
 - (3) Offer for sale or sell permissible fireworks to children under the age of fourteen (14) years unless accompanied by a parent;
 - (4) To ignite or detonate fireworks within six hundred (600) feet of a church, hospital, public school;
 - (5) To ignite or detonate permissible fireworks within a motor vehicle or discharge a permissible fireworks from a motor vehicle; and
 - (6) To place or throw an ignited firework into or at a motor vehicle.
- (d) A County fire or law enforcement official may seize, take, remove, or cause to be removed all stocks of fireworks or explosives held in violation of the provisions of this section.
- (e) A violation of this section is punishable by a civil penalty of up to one hundred dollars (\$100). Each violation of this section may be punished as a separate offense.

- (f) After three separate violations in a single location, the location is declared to be a public nuisance and further unlawful activities may be abated by the county sheriff or a lawful officer serving under him.
- (g) The County fire official may issue a permit authorizing the use of fireworks or a public display of fireworks or similar explosives. The fire official may, in his discretion, grant or refuse to grant the permit or grant the permit subject to restrictions and limitations provided by this ordinance or deemed necessary in the interest of public safety in connection with such public display or exhibition by the fire official.
- (h) Nothing in this article may be construed to prohibit the use of flares or similar devices necessary for the safe operation of railroads, buses, trucks, or other vehicles within the County.

SECTION II. Effective Date. This ordinand	ce shall be enforced from and after
	RICHLAND COUNTY COUNCIL
	By: Overture Walker, Chair
Attest this day of	
, 2022.	
Anette Kirylo Clerk of Council	_
RICHLAND COUNTY ATTORNEY'S OF	FFICE
Approved As To LEGAL Form Only. No Opinion Rendered As To Content.	
First Reading: Second Reading: Public Hearing: Third Reading:	

To: Patrick Wright

From: Chris Ziegler

Date: May 16, 2022

Re: Fireworks Ordinance Inquiries

PUBLIC NUISANCE

The term "public nuisance" is exceptionally broad and was held in <u>State v. Turner</u> to be "an offense against the public order . . . of the State, being either the doing of a thing to the annoyance of the people, or the neglecting to do a thing which the common good requires. Public nuisances are not specifically classified and are generally punished by civil fines or penalties with the level of the fine similar to a state level violation, if applicable. An opinion from the Attorney General's Office noted that Courts were favorable towards ordinances with civil penalties rather than those that establish misdemeanors. Relying on that information and looking at active state law, the fines for knowingly and wilfully discharging fireworks in a Fireworks Prohibited Zone is not more than one hundred dollars for a first offense and two hundred dollars for a second and all subsequent offenses. I believe that this is likely the closest infraction and penalty to the overall purpose of this ordinance. The time frame inquiry is one that is up to the discretion of Council. The use of fireworks in the County likely only takes place around New Years and July 4th. I believe that the best practice would be to use a short period of time for stacking violations – within a week or even just a few days.

A public nuisance can be defined and declared in the ordinance. In Section 18-4 of the Code of Ordinances of Richland County, weeds or rank vegetation at a height of two feet or more "may be deemed and declared a nuisance in the judgment of the sheriff." Alternatively, in Section 18-6, relating to the prohibition of smoking in certain places, a violation of this section is automatically declared to be a public nuisance. The choice as to whether grant the sheriff the authority to make the judgment as to whether the use of fireworks outside of the suggested time frame is one that remains with Council. As a best practice, I think that when an issue is less clear cut it is best to introduce human judgment into the equation. Despite that belief, abatement is the goal when dealing with fireworks taking place at late hours so using the Sheriff's department would be the best practice in my opinion. Please let me know if you have any questions that I can assist with please let me know and I will do my best to answer them promptly and completely.

Very respectfully,

Chris Ziegler

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Connect to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the execution and delivery of a project development agreement or memorandum of understanding by Richland County, South Carolina; and other related matters

Notes:

First Reading: Second Reading: Third Reading: Public Hearing:

Richland County Council Request for Action

Subject:

Midlands Workforce Development Board – Ten (10) Vacancies [ONE applicant must have a background in Apprenticeship, THREE applicants must have a background in Education [ONE Midlands Technical College, ONE Adult Education, and ONE Literacy], FIVE applicants must be from the Private Sector and ONE applicant must be nominated and approved by the SC Department of Employment & Workforce)

Notes:

December 13, 2022 – The Rules and Appointments Committee recommended to reappoint Mr. Tim Miller (Apprenticeship) and Ms. Amy Scully (Education – Midlands Technical College. In addition, appoint Ms. Rosalind Harps (SC Department of Employment & Workforce), Ms. Brittany Singleton (Education – Literacy), Mr. J. Michael Harpe (Adult Education), and Ms. Maria Calloway (Private Sector).



STATE OF SOUTH CAROLINA COUNTY OF RICHLAND

RESOLUTION

A RESOLUTION TO APPOINT AND COMMISSION SANDRA DICKERSON, AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT: Sandra Dickerson is hereby appointed and commissioned as a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon her by the governing body of this County, including the enforcement of the County's public works regulations and refuse control management regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Sandra Dickerson shall not perform any custodial arrests in the exercise of her duties as a code enforcement officer. The appointment shall remain in effect only until such time as she is no longer employed by Richland County to enforce the County's public works and refuse control management regulations.

ADOPTED THIS 7th DAY OF FEBRUARY, 2023.

Overture Walker - Chair Richland County Council District 8

ATTEST this 7th day of February, 2023

Anette A. Kirylo

Richland County Clerk to Council



STATE OF SOUTH CAROLINA COUNTY OF RICHLAND

RESOLUTION

A RESOLUTION TO APPOINT AND COMMISSION SPENCER G. ROBERTSON AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT: Spencer G. Robertson is hereby appointed and commissioned as a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's public works regulations and refuse control management regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Spencer G. Robertson shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. The appointment shall remain in effect only until such time as he is no longer employed by Richland County to enforce the County's public works and refuse control management regulations.

ADOPTED THIS 7th DAY OF FEBRUARY, 2023.

Overture Walker - Chair Richland County Council District 8

ATTEST this 7th day of February, 2023

Anette A. Kirylo Richland County Clerk to Council



STATE OF SOUTH CAROLINA COUNTY OF RICHLAND

RESOLUTION

A RESOLUTION TO APPOINT AND COMMISSION JERMAINE CARR AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT: Jermaine Carr is hereby appointed and commissioned as a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's public works regulations and refuse control management regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Jermaine Carr shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. The appointment shall remain in effect only until such time as he is no longer employed by Richland County to enforce the County's public works and refuse control management regulations.

ADOPTED THIS 7th DAY OF FEBRUARY, 2023.

Overture Walker - Chair Richland County Council District 8

ATTEST this 7th day of February, 2023

Anette A. Kirylo Richland County Clerk to Council