



TRANSPORTATION AD HOC COMMITTEE

December 5, 2017
3:00 PM
4th Floor Conference Room

1. Call to Order
2. Approval of Minutes (Pages 2-13)
3. Adoption of the Agenda
4. Atlas Road Widening Project: Right of Way Acquisition^{1,2}
(Page 14)
5. Options to Stay Within Referendum Amounts¹ (Page 15)
6. Blythewood Road Widening Project Revision¹ (Pages 16-19)
7. Maintenance of Shared Use Paths on SCDOT R/W¹ (Pages 20-26)
8. Alpine Road Sidewalk Project Revision¹ (Pages 27-31)
9. Policy Decision: Ordinance Change/Project Prioritization¹
(Page 32)
10. Gills Creek Greenway Project: Maintenance Agreement and
Funding Transfer¹ (Pages 33-38)
11. PDT Program Update (Page 39)
12. Other Business
13. Adjournment

¹ Items that require Action

² Items with outside legal counsel

Committee Members

Jim Manning, Chair
District Eight

Bill Malinowski
District One

Yvonne McBride
District Three

Paul Livingston
District Four

Norman Jackson
District Eleven



Richland County Council

TRANSPORTATION AD HOC COMMITTEE

November 13, 2017 – 2:00 PM

4th Floor Conference Room

2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Shawn Salley, Tony Edwards, Roger Sears, Michelle Onley, Quinton Epps, Angela McCallum, and Jamelle Ellis

1. **CALL TO ORDER** – Mr. Manning called the meeting to order at approximately 2:01 p.m.
2. **APPROVAL OF MINUTES**
 - a. October 2, 2017 – Mr. Malinowski moved, seconded by Mr. N. Jackson, to approve the minutes as distributed. The vote in favor was unanimous.
3. **ADOPTION OF AGENDA** – Mr. Edwards requested to add the “PDT Update” to the agenda.

Mr. Malinowski moved, seconded by Mr. N. Jackson, to adopt the agenda as amended. The vote in favor was unanimous.

4. **ATLAS ROAD WIDENING PROJECT: RIGHT OF WAY ACQUISITION** – Mr. Edwards stated this item is in regard to potential right-of-way acquisitions. Mr. Willoughby and other right-of-way staff are on hand to address any questions.

*The committee went into Executive Session at approximately 2:04 p.m.
and came out at approximately 2:26 p.m.*

Mr. Malinowski moved, seconded by Mr. Livingston, to proceed with condemnation on all of the properties with the exception of Items #216 and #172. On Item #216 to direct staff to make a counteroffer to the property owner. On Item #172 to ensure the amount listed in the documentation is a typo and not a decrease in the offer. In addition, direct staff to contact Ms. Myers to secure contact information regarding Item #94. The vote in favor was unanimous.

5. **BROAD RIVER ROAD WIDENING SERVICE ORDER APPROVAL** – Mr. Manning stated the service order is for the engineering design in the Town of Irmo. Staff respectfully requests the service order be accepted and forwarded to County Council for approval and execution.

Mr. Malinowski inquired if the service order is the 35 page document received under separate cover. He stated he had spoken with Mr. Edwards regarding the document and requested that he look into a few things prior to the item coming to Council.

Mr. Malinowski moved, seconded by Mr. N. Jackson, to approve this item. The vote in favor was unanimous.

6. **THREE RIVERS GREENWAY: RIVERBANKS ZOO AGREEMENT** – Mr. Manning stated the project is currently in construction. The City of Columbia proposed a new location for the fire rescue and park ranger building prompting the zoo to request a license agreement to provide a set of final plans to the zoo that show all elements that are to be constructed within the boundaries of the zoo property. Staff respectfully requests the agreement be accepted and forwarded to County Council for approval and execution.

Mr. Livingston moved, seconded by Mr. Malinowski, to approve this item.

Mr. Malinowski inquired if Legal had reviewed the license agreement.

Mr. Edwards responded in the affirmative.

Mr. Malinowski inquired if the County needs a MOU with Lexington County since the license agreement cited the “Richland-Lexington Riverbanks Park District” and there is not a place for them to sign off on the agreement.

Mr. Edwards stated he would say no since the agreement is between Richland County and the zoo.

Mr. Malinowski requested Mr. Edwards to confirm with legal.

Mr. Edwards stated he can confirm with legal. He further stated the agreement is not for funding it is for the location of the buildings.

Mr. Malinowski stated the City of Columbia proposed a new location for fire rescue and park ranger building; therefore, that is a new location within the zoo property.

Mr. Edwards stated that is correct.

Mr. Malinowski stated Lexington County may not want the relocation. He feels that as a joint partner you would include the joint partner.

Mr. Livingston stated the zoo commission makes those decisions on behalf of the zoo.

Mr. Malinowski inquired if the relocation of the buildings was in the initial cost estimate. And if not, what would the costs be.

Mr. Edwards stated the initial cost was for a joint building and then the City decided to separate the buildings. There is still one dollar amount that can be used regardless.

Mr. Malinowski stated if it is anything more than that the City pays the difference. He further stated that “Exhibits B and E” were blank.

Mr. Edwards stated when the documentation was placed in the agenda the exhibits were still be worked on.

Mr. Malinowski pointed out the commencement date for construction was to be November 1st. He inquired if construction had commenced.

Mr. Edwards stated construction has begun.

Mr. Malinowski inquired if the completion date was still viable.

Mr. Edwards stated that should fall in line with the contract.

Mr. Malinowski inquired if SCE&G is a part of the insurance agreement because they are leasing the property to the zoo.

Mr. Edwards responded in the affirmative.

Mr. Malinowski requested clarification if the 30 days written notice for the license to be terminated is calendar days or business days.

Mr. Livingston stated it was mentioned the cost overruns were to be paid by the City.

Mr. Edwards stated they have the option. The line item costs for the building is \$300,000. The City made the choice to separate the buildings.

Ms. Myers inquired as to current cost projection for 2 buildings versus the one.

Mr. Salley stated they are in the process of giving us a cost. We have to look at getting the buildings designed first. We had a design for one building, so now we have to get an estimate to design the 2 buildings.

Ms. Myers stated we already paid for the design for one under the penny. Now we are breaking it into two, so we are going back and getting a new design for two buildings rather than one.

Mr. Salley stated the design was already done before we got it.

Ms. Myers inquired if there was money for a new design.

Mr. Salley stated the new design will be paid for under the current contract. He believes there is enough hours on the contract for him to charge against it. He further stated we will not go over what we have.

Ms. Myers stated given the overruns already it might be helpful if we would go under. So if this new money on a new request by the City, why is the penny paying for the request not included in the referendum. There was already a building approved, so now we are backing into 2 buildings and we will spend excess money instead of doing what is already allocated. Her question is what is the current budget for this? And how does that differ from what was already there?

Mr. Salley stated we will not know the costs of the buildings in the construction phase until we get the estimate back.

Ms. Myers so you are recommending we accept changes without any estimates of costs.

Mr. Salley stated there is no costs for it to go forward.

Mr. Edwards stated the agreement is just for the location of the buildings.

Mr. Salley stated if it comes back over then we can dispute it.

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Ms. Myers inquired if this is premature. If you do not have an estimate how is it that we are analyzing it and saying that this is a good or bad idea.

Mr. Salley stated mainly because it is currently in construction.

Mr. Manning stated for clarification if we had the design for one building and we are not paying anyone, although we have them contracted for so many hours, but then the City comes up and says they want 2 buildings. Now we are going to have to bring someone in to design and we are saying it is within their hours, but we are going to get down the road and we are going to be out of their hours. Then we are either not going to do a project or pay for more hours. So the question is why are we paying for the hours when the City wants new drawings?

Mr. Salley stated we can deny the agreement and we will have to go back to the City and tell them we are not going to change the building.

Mr. Anthony Lawrence stated with there being a combination of a fire rescue building and a ranger station there is concern with both of those entities. The Fire Chief did not want his apparatus being accessible because of the sensitivity and the expense of the materials. Putting a door with a lock between 2 shares uses was not acceptable. He further stated it was his understanding that the City was aware there may be additional costs to separate the buildings. The construction folks are determining what the costs will be, but it is contingent upon the designer preparing drawings to be used to base the cost estimate on. The license agreement was specifically for the zoo to be comfortable with AOS working on the property, where they could work on the property, and access points in and around the property. The agreement initially started as Exhibits A, B, C, and D and addressed those. The conversation about the maintenance building being split into two rolled into this agreement to make it one compressed agreement, which is what was requested by the zoo's attorney, Kevin Garrison.

The reason the building(s) are located within the zoo property is because that is the best location for immediate access to people by the rapids. It initially was on the bluff, but that cannot happen because it is in a flood zone; therefore, the only place it can be built is within the zoo property. According to the Fire Chief the only place they have issues is at the rapids.

Mr. Livingston stated for clarification this is still within the budget. He requested a rationale for why the 2 buildings are in the best interest of the citizens of Richland County as opposed to the one building.

Mr. Malinowski inquired if the plans according to the referendum was for one building or two buildings.

Mr. Edwards stated it was for one building.

Mr. Malinowski inquired if they are expected to do both buildings for the same amount or will there be an increase in cost.

Mr. Lawrence stated the team can instruct the designer to design to the budget unless the City is going to come up with additional funding.

Mr. Malinowski requested a friendly amendment to receive a response from the City prior to moving forward to consider the 2 buildings and budget.

Mr. N. Jackson stated if the City is willing to pay the difference he has no problem with that.

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Mr. N. Jackson made a substitute motion that any changes to the original plans will be paid for by the City. The substitute motion was seconded by Mr. Malinowski.

Mr. Livingston stated he believes it should be contingent upon what is right for the County; therefore, he cannot vote for the substitute motion.

Mr. N. Jackson stated it is his understanding that the City disagrees with the original design; therefore, they should be pay.

Mr. Lawrence stated in response to Mr. Livingston's question, the ranger building has always been conceived as being located next to the parking lot for policing and crowd control purposes. The other is located on zoo property for access to the river.

Mr. Manning inquired about how we did not know all this information prior to construction beginning.

The vote was in favor of the substitute motion.

Mr. Malinowski requested clarification on what happens with the licensing agreement.

Mr. Edwards stated the agreement was only for the location of the buildings.

Mr. Manning stated whatever parts of the agreement are still applicable they can move forward on.

7. **SOUTHEAST RICHLAND NEIGHBORHOOD PROJECT: DESIGN** – Mr. Manning stated the request is to remove the proposed signalized Century Oaks Lane/Schneider Access connector from the project and replace it with a "T" intersection with a stop sign control on the Garners Park Road intersection.

Mr. N. Jackson stated Century Oaks Lane is a County maintained road and was initially on the list to be paved. For over 50 years, Schneider has been trying to get a traffic light but it was too close to Lower Richland Boulevard. It was his understanding DOT had agreed if Schneider moved their entrance to the other side and lined it up with Century Oaks they would approve the signal due to sight distance. Now DOT is saying they won't approve it.

Mr. Edwards stated DOT is going through a signal diet where they are trying to find as many signals as possible to be removed. When this one was reviewed it fell into that criteria of not being needed.

Mr. N. Jackson stated he will have to talk to them again because there is an adult activity center with no sight distance. It warranted a signal light and they agreed. Now they are going through a diet and they are saying forget the safety of the citizens. He further inquired if there is a process to have them review it again because they agreed prior to the signal diet.

Mr. N. Jackson inquired if the road has been designed.

Mr. Edwards responded in the affirmative.

Mr. N. Jackson stated the whole design was based on DOT having Schneider move their entrance and parking lot to the other side.

Mr. Sears stated staff met with District Traffic and they said the signal did not work there. If it does not warrant a signal, there is no point in building the connection into the side of Schneider.

Mr. N. Jackson stated when the PDT had meetings in Lower Richland, we were told that DOT said if Schneider moved their entrance on the other side it warranted a signal. It served 2 purposes. Schneider had been trying to get a signal for a long time, but it was too close to Lower Richland Boulevard. The other side had the distance, plus there is a sight distance problem with the seniors coming out on the highway with people going over 60 miles per hour.

Mr. Sears stated the Assistant Traffic Engineer for District One was the one that staff met with.

Mr. N. Jackson stated he met with Tony Magwood to discuss the sight distance problem and he agreed. Then when we met with the citizens we told them that the signal was warranted.

Mr. N. Jackson requested to go back to DOT and have them review and/or reconsider the previous commitment to the design.

Mr. Manning expressed his frustration with plans/designs being changed.

Mr. N. Jackson stated after DOT committed and the design has been made and we are ready to move forward to make changes is wrong. This needs to be addressed by the Assistant Traffic Engineer's supervisor because this is a safety project.

Mr. Malinowski referenced the backup documentation on p. 23 of the agenda as follows: "Recently while reviewing the final construction plans...SCDOT indicated that the installation of a signal at a new location intersection did not meet traffic signal warrants..." He believes we need to go back and question why it does not meet these warrants. Secondly, the opening line states, "During the development of the Southeast Richland Neighborhood Project, it was determined that there a need to provide a connection..." but "the County DPW has indicated that they do not want to maintain this new roadway." It appears the right hand is not working with the left hand. If the signal is warranted, we need to inquire as to why DPW does not want to maintain the road (i.e. costs, etc.).

Mr. N. Jackson stated the signal was warranted. That is why there were neighborhood meetings held.

Mr. Malinowski inquired if the traffic signal was included in the original referendum.

Mr. Edwards stated the design was not there.

Mr. Malinowski stated he also thinks if we are doing this to accommodate Schneider Electric we should inquire as to how much they want to spend to get the traffic light.

Mr. N. Jackson stated DOT told Schneider to move their parking lot if they wanted access to the light.

Mr. Malinowski moved, seconded by Mr. N. Jackson, to direct the Transportation Department to determine if the road is warranted and to go back to DOT to find out why the signal was not warranted.

Mr. N. Jackson stated it was warranted and the funding is there for it. We have gone to the community and told them what would be done and the timeframe it would constructed. The problem is that one employee at DOT decided that they are doing traffic light dieting and they do not think it is warranted. The main thing that needs to be discussed is the traffic light and not if the road is warranted because the design is already there.

Mr. Manning stated the issue Mr. Malinowski's motion is dealing with is that County DPW does not want to maintain the roadway Even if there is a signal, no one is maintaining the roadway. It was explained that the Rabbit Run connector from Rabbit Run Road to Hwy. 378 will be maintained by the DPW. They do not want to maintain the Century Oaks/Schneider connection. DOT has said the signal is not warranted and we are getting word that DPW does not want to maintain that portion. Schneider has agreed maintain a portion of the road. If we do not have the agreement from DOT and we do not have DPW desiring to maintain the road, what else can we do?

Mr. N. Jackson stated for clarification the signal is not based on not maintaining that portion of the road.

The issue of the road maintenance and the issue of the signal are separate issues. The question is how to resolve the issues; therefore, the proposal is to cut it off.

Mr. N. Jackson inquired if the right-of-way is within DOT right-of-way.

The County will purchase the right-of-way and will be responsible for what is in their right-of-way.

Mr. N. Jackson offered a friendly amendment to have legal find out why DPW would not be responsible for maintaining what is in the right-of-way.

The vote in favor was unanimous.

8. **HULON LANE ROADWAY IMPROVEMENTS: MITIGATION CREDIT** – Mr. Manning stated staff respectfully requests the committee to concur with these credit sales and forward to full Council for consideration. The Richland County share is \$113,050.

Mr. Livingston moved, seconded by Mr. Malinowski, to approve and have the funds deposited in the Transportation Penny fund.

Mr. Malinowski requested to have the blank Exhibit A provided prior to the item going to Council.

The vote in favor was unanimous.

9. **RESURFACING PACKAGE I** – Mr. Manning stated the cost of Resurfacing Package I has exceeded the contractual amount that resulted from improper construction by the developer on the roadways in the "Ballentine Cove Neighborhood". Staff respectfully requests the committee concur with the additional \$30,000 to correct the sub base issues and forward to Council for consideration.

Mr. Malinowski stated accordingly to the backup documentation, "...the roads had not been initially constructed to the standards..." He inquired as to when these roads were built.

Mr. Edwards stated the roads were constructed in the 1970s.

Mr. Malinowski inquired if the developer is still constructing roads in Richland County and how many more roads they may have constructed in Richland County. In addition, we should consider some type of punishment for them.

Mr. Malinowski also inquired as to why the funding is not coming from the Public Works budget versus the Penny Tax Program.

Mr. Edwards stated there is \$45 million in the penny for resurfacing.

Mr. Malinowski inquired if there are any other penny projects like this that cost more than the estimated amount of the contract.

Mr. Edwards stated this is the first one.

Mr. N. Jackson inquired as to how much over the contract is this item.

Mr. Edwards stated \$30,000 more.

Mr. Malinowski stated that is approximately 4% more than the contract.

Mr. N. Jackson and Mr. Malinowski inquired if we are able to approve to go over the budget. Although it does not exceed the overall paving program amount, it exceeds the contract amount.

Mr. Malinowski inquired about how many resurfacing projects we have.

Mr. Beatty stated there are 500 roads in the program. He further stated there is \$45 million in the referendum and we are going to resurface as many roads as possible with the \$45 million. The roads will be paved from worst to first.

Mr. N. Jackson stated any additional costs should be able to be taken from the road maintenance fee.

Mr. Malinowski stated a few years ago each Council district had so much money for taking care of roads in their district. Because a project in his district was not done, there was a balance for his district. Part of the balance was used to put a road in by the Ballentine Community Center and there is still a balance. He suggested taking the funds from the balance in his district.

Mr. Edwards inquired with it being a change order over the \$10,000 that the County Administrator is eligible to approve would it need to be approved by Council.

Mr. N. Jackson inquired if it was in the ordinance that it was approved.

Mr. Edwards stated it was in the ordinance.

Mr. Manning stated if it is in the ordinance, whoever has the power per the ordinance to make the decision is who makes the decision. If it is Council then the Administrator cannot make it. If it is the Administrator then the Administrator makes it and not Council.

Mr. Livingston stated Council has to approve the bid.

Mr. Malinowski moved, seconded by Mr. Livingston, to forward to Council to approve the \$30,000 to correct the sub base issues. The vote in favor was unanimous.

10. **PROGRAM INTERNS: OVERVIEW** – Mr. Beatty stated the Penny Program has had 49 interns. There are currently 7 active. These are paid positions. They focus extensively on Richland County residents and Richland County schools. This was received as information.

11. **POLICY DECISION: ORDINANCE CHANGE/PROJECT PRIORITIZATION** – Mr. Manning stated this item is before the committee per the discussion at the October 23rd work session.

Mr. Livingston stated Council keeps screaming about project overruns because they are based on estimates from way back. We need to decide, as a Council, how we are going to deal with those project overruns and quite complaining about them because we cannot control that.

Mr. Malinowski inquired if we need the Legal Department in on the discussions to let us know what we can do and how we can do it. He suggested holding this in committee and have Legal provide information for the committee to review prior to the next meeting.

Mr. Livingston stated to also find out if the Transportation staff and the PDT have any suggestions.

Mr. Edwards inquired as to what would be helpful for them to provide (i.e. cost estimates).

Mr. Livingston stated what would be helpful to him is for each category to show, based on projections, what we can do before we run out of money.

Mr. Beatty stated, to date, the entire program has been designed to budget for all of the categories with the exception of the widenings and technically the intersections. Some of the intersections are over and others are under. The key for Council to consider is the widenings have increased the costs. The special projects have been managed cost constrained.

Mr. N. Jackson inquired if the estimates were done approximately 2 years prior to the referendum being passed.

Mr. Beatty stated there is a significant change from the 2012 estimates to 2017.

Mr. N. Jackson stated the contracts were developed about 2 years after the referendum passed. It is his understanding those contracts have been negotiated.

Mr. Beatty stated the Parsons Brinkerhoff estimates did a price per mile and added an assumed amount for design, utilities, right-of-way and inspections. Then they added a 15% contingency to the estimate, which was the amount placed on the ballot.

Mr. N. Jackson stated the cost of oil in 2012 was very high, but now it is lower. Has the costs gone up significantly?

Mr. Beatty stated the PB studies used approximately \$5.7 million per mile for a 5-lane road and \$3.3 million for 3-lane road. Today a 5-lane road is approximately \$8.0 million, which is why the numbers are so much larger. The original PB studies did not have as much information as we have today. For example, when they estimated Pineview and Atlas they did not account for 2 railroads on each project, which added costs to the projects.

Mr. N. Jackson requested the cost per mile to build a 5-lane road.

Mr. Livingston stated it would be helpful to look at the projected costs on each of the widenings. If you continue with the widenings in the sequence they are in now, where will you run out of money? And what widenings you would not be able to do. Also, if you were to limit the widening to the exact amount allocated, how much road will you be able to complete?

Ms. Myers stated she has a paralegal who has been providing comparative information for other places where they are doing projects similar to what the County is doing. When theirs went into effect, what the estimates were compared to what the actuals were. She would like to see comparative information regarding the County's program. She stated other people have done it without the wild overruns we are seeing. She inquired as to what is driving the increased costs and what the difference is in what we were given and where we are now. In addition, she would like the projections that Mr. Livingston is requesting and what you think we can buy. As a separate question, we are designing to budget everything but the larger projects. The question is, if that is the case, are there cost savings we are ignoring. It may well be that we could realize some savings that could be put back into the bigger projects which are running short on money.

Mr. Livingston stated that becomes part of the legal question because the legal question is going to be if the referendum said "x" amount can I do less than that amount.

Ms. Myers stated we have done more, so obviously we can do it. We have not followed the referendum so that clearly has not been a constraint.

Mr. Malinowski stated the companies know about the Penny Tax, so is the price being inflated. He stated he would like to see a cost comparison to D. R. Horton, Essex Home, Mungo Co., etc. and what they are paying for it.

Mr. Beatty stated they have pulled sample DOT prices for other DOT projects.

Mr. Malinowski stated those are also government projects versus a private projects. He believes they are inflating all of the government prices.

Mr. N. Jackson stated DOT standards are different depending on what you are building (county or state road).

Mr. Malinowski stated the cost of a load of concrete should cost everyone the same price.

Mr. Beatty stated they may not be able to get that because the private companies may not tell us what they are paying for roads.

Mr. Manning stated per the work session held in October, the discussion before the committee is ordinance change and project prioritization. Mr. Livingston does not believe we can discuss this without legal being present at the meeting.

11(a). **PDT UPDATE** – Mr. Beatty provided hard copies of the most recent monthly report to the committee members.

- Hardscrabble and Leesburg Roads – Richland County's funding is capped to the referendum amount. How the DOT manages those projects and if those projects overrun, Richland County will not be responsible for any additional funds.
- Bids were opened on Wednesday, November 8, for 3 sidewalk projects
- Potentially advertising for another resurfacing project on November 16th. In the range of \$1.3 - \$1.7 million.

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- Multiple procurement packages are being finalized
- Additional 2 dirt road packages will be put out in the near future
- Candlewood Neighborhood Plan Phase 1, which is a group of sidewalks, will be advertised within the month
- Pedestrian improvement projects are being prepared and procured
- Broad River Neighborhood Project is being prepared
- Pellham, Tryon, Magnolia and Schoolhouse Sidewalks are being prepared to be advertised within the next 4 – 6 weeks
- Clemson Road Widening – finalized all design, permitting and right-of-way; outstanding non-consequential permit issue with the County and the City waterline remains an issue
- Management of “Shared Use Paths” is an outstanding issue with the DOT which will affect the program. Transportation and PDT staff are working with the DOT to get resolution.

Mr. Manning requested Mr. Beatty to explain what a “Shared Use Path” is.

Mr. Beatty stated DOT normally provides accommodations for people to ride their bicycles or for people to walk is to add 4-ft. lane between the curb and gutter and the vehicle lane. Some of the County’s projects are combining the bike path and the sidewalk by constructing a 10-ft. concrete path, which is called a “Shared Use Path”. The standards say you need approximately 3-5 feet between the curb and gutter and the path. The DOT came back to the County and said that is different and they do not want to maintain that. They have asked the County to perhaps maintain the 10-foot or maintain the 3-5 feet grass strip. This issue is outstanding and could impact a number of projects.

Ms. Myers inquired about the distance for the Atlas Road and Clemson Road projects.

Mr. Beatty stated approximately 2.8 miles for Atlas Road and 2.0 for Clemson Road.

Mr. Manning inquired if they had the Shared Use Path.

Mr. Beatty stated Clemson Road has the Shared Use Path, but Atlas does not.

Ms. Myers inquired about what accounts for the difference in price. She stated she was looking at the length and specs on both of them.

Mr. Beatty stated the PB study did not adequately estimate Atlas and Pineview. The numbers were a little bit low based on what they provided the County.

Ms. Myers stated she is looking at the comparison between what’s been done on Clemson Road and what’s been done on Atlas Road. It appears to her that we are doing similar jobs on these roads. And the current numbers are wildly different numbers.

Mr. Malinowski stated the utilities show such a huge disparity.

Mr. Beatty stated the primary difference between the projects is that Clemson has 2 pipe crossings and very wide existing right-of-way and Atlas is ½ mile longer and there are 2 railroad crossings which cost approximately \$1 million each.

Mr. Manning inquired as to the status of the discussions with DOT regarding the “Shared Use Path.” He also stated that he lives 2 blocks off of North Trenholm and he would never ride nor allow his children to ride a bicycle in the bike lane. He stated it is unbelievable they call that a bike lane like someone would ride in, which people do with mirrors, etc. Then they put up white bikes when someone dies riding in these bike lanes. Therefore, we need to come up with some resolve or give up on talking about being a livable City/County where someone would want to do anything but drive a vehicle.

Mr. Beatty stated the decision that Council is going to need to make is if the DOT says they will maintain the 10-ft. concrete path, but will not maintain the 3-ft. grass strip, will the County be willing to commit to go out there and periodically and weed eat the grass.

Mr. Manning inquired if pebbles can be put in the 3-ft. strip instead of grass.

Mr. Beatty stated pebbles could be placed there, but the funds to do so would come from the penny. There may also be projects that are strictly a Shared Use Path project. For example, the entire Polo Road project is to construct a Shared Use Path. The PDT will provide additional information on this matter.

Mr. N. Jackson inquired if the DOT changed from their original agreement.

Mr. Beatty stated they did not change. The issue is that we are 3 years into the program and they have been reviewing the County’s plans. About 6 months ago, DOT wrote a letter and stated they were not going to maintain those and our question was why didn’t you tell us that 2 ½ years ago.

Mr. N. Jackson stated there was a 10-ft. Shared Use Path included in the Southeast Richland Neighborhood Project and he inquired if that was going to come to Council separate.

Mr. Edwards stated there will be a maintenance agreement developed by DOT.

Mr. Beatty stated it is cheaper to construct the “Shared Use Paths” versus the 4-ft. bike lane and 5-ft. sidewalk. And it would also be cheaper to maintain long-term, but it is different than what the DOT is used to and they do not want to maintain something different. Therefore, the answer has been no.

Mr. N. Jackson inquired if the Highway Commission has anything to do with the decision.

Mr. Beatty stated he does not know that the question has been pressed to them, but he does not believe at this point the Commission has been made aware. He does know the DOT changed their policy 10 years ago to include bicycle and pedestrian accommodations.

Ms. Myers requested supporting documentation where the projects have overruns.

13. **ADJOURNMENT** – The meeting adjourned at approximately at 4:00 p.m.



4. Atlas Road Widening Project: Right of Way Acquisition

Discussion Point:

Right of way acquisition for this project is nearing completion. Right of way agents have been unsuccessful in concluding negotiations with three (3) tracts. A breakdown of these tracts is as follows:

New Request

2 Parcels - Unable to clear title (Mortgage discrepancy, Railroad)

1 Parcels - Unable to reach agreement

3 Parcels

Recommendation:

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



5. Options to Stay Within Referendum Amounts

Discussion Point:

The Project Development Team will be in attendance to discuss different options for staying within the referendum amount



6. Blythewood Road Widening Project Revision

Discussion Point:

In effort to reduce overall project costs, it is recommended to revise the project typical section and project termini for the Blythewood Road Widening – Phase 1 project.

Recommendation:

Staff respectfully requests that the Committee accept the proposed revision and forward to County Council for consideration.



TRANSPORTATION PROGRAM

Date: November 20, 2017

To: Tony Edwards, PE
Acting Director of Transportation

From: David Beaty, PE
Program Manager

**RE: Blythewood Road Widening
Recommendation to revise project termini**

In effort to reduce overall project costs, it is recommended to revise the termini for the Blythewood Road Widening – Phase 1 project.

Recommendations:

(1) Project Termini – revise project termini to match the original referendum from I-77 to Syrup Mill Road.

Analysis:

The 2012 Richland County Penny Sales Tax referendum included this project as the ninth ranked roadway widening noting the proposed termini from I-77 to Syrup Mill Road. Through the project development process, specifically upon development of the Project Concept Report, the recommendation was made to extend the project to the next intersection, Muller Road, connecting two existing 3-lane roadway sections at Syrup Mill Road and Muller Road, while also providing bicycle and pedestrian accommodations throughout the entire project corridor. Therefore, the current project assumes a 5-lane widening between I-77 and Syrup Mill Road and a 3-lane widening between Syrup Mill Road and Muller Road. The proposed 5-lane widening between I-77 and Syrup Mill Road provides roadway capacity for existing and future traffic volumes. The 3-lane section between Syrup Mill Road and Muller Road only provides operational benefit (removing left turning traffic from the through traffic) with no improvements to traffic capacity, thus providing justification for the proposed recommendation to reduce the project termini. See Exhibit A for map of project termini and Exhibit B for currently proposed typical section, below.



TRANSPORTATION PROGRAM

A cost analysis was performed to determine the overall project costs and potential cost savings assuming multiple scenarios for the proposed improvements – see Exhibit C, below, for cost analysis;

Option (1) – Current Design

Option (2) – Revise project termini (end at Syrup Mill Road) while retaining current typical section (curb and gutter)

Indicative of the results of the cost analysis, Option (2), revising the project termini reflects an overall project cost savings of approximately \$3.8 million, compared to the current 2017 Q3 project cost estimate which assumes termini to Muller Road.

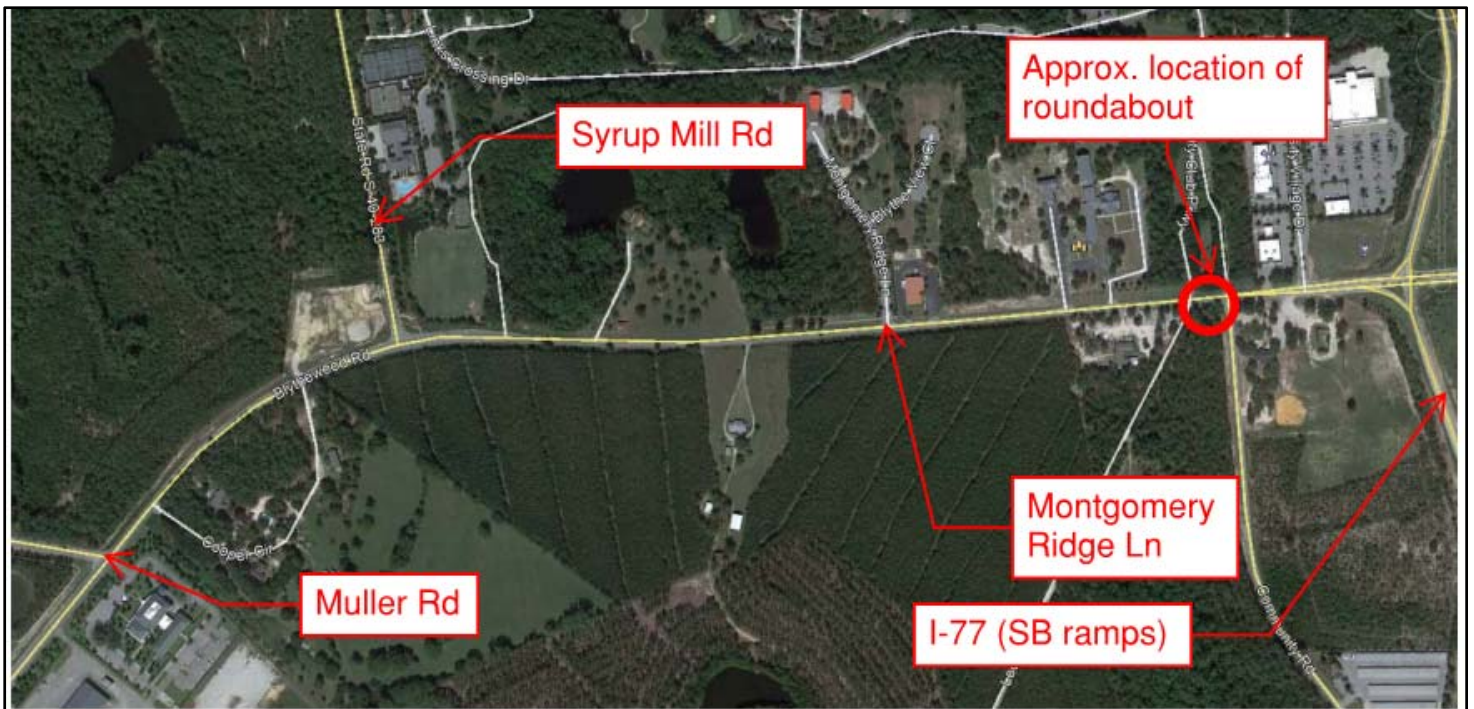


Exhibit A: Map of Project Area and Termini



TRANSPORTATION PROGRAM

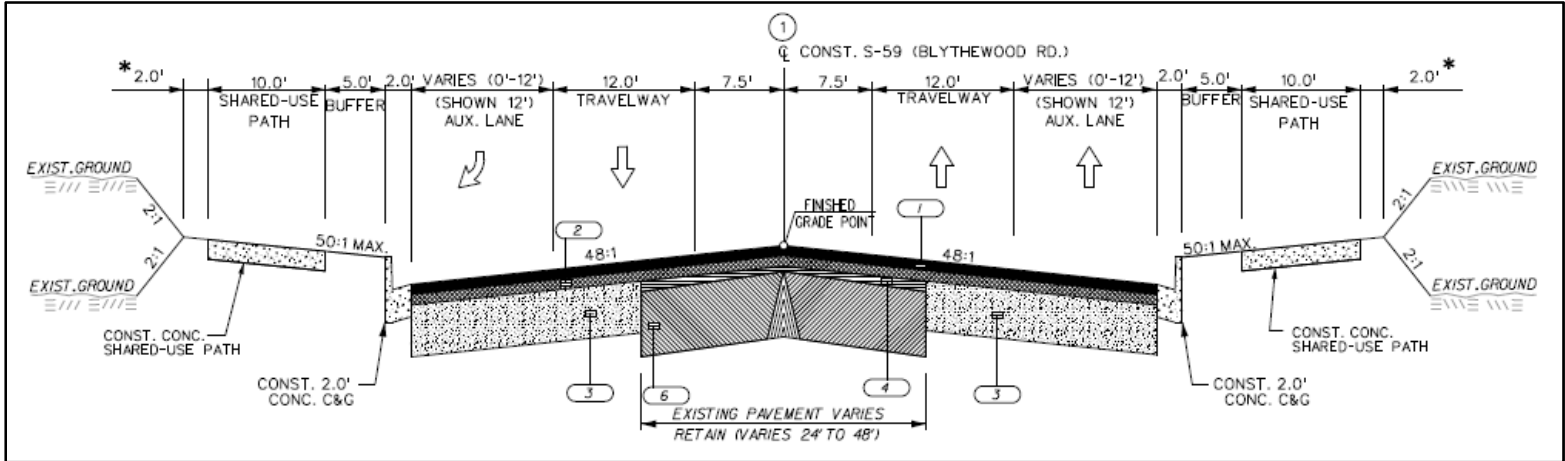


Exhibit B: Current Project Typical Section

Option	Scenario	Project Cost Estimate	Cost Reduction
1	Current Design (2017 Q3 Estimate)	\$13,928,592.44	N/A
2	Revise termini, retain current typical section	\$10,168,949.97	(\$3,759,642.47)

Notes:

1. Project Cost Estimates include costs for Planning & Delivery, Design, Rights-of-Way, Utility Relocations and Construction Costs per the methodology as presented in the 2017 Q3 Project Cost Estimates

Exhibit C: Blythewood Road Widening – Cost Analysis



7. Maintenance of Shared Use Paths on SCDOT R/W

Discussion Point:

Recent coordination with SCDOT has concluded that they would like to evaluate projects involving shared-use paths, more specifically, maintenance responsibilities involving these design elements, per two categories, capacity and non-capacity projects. Capacity projects would include all roadway widenings while non-capacity projects would include bicycle / pedestrian – specific projects.

Recommendation:

Staff respectfully requests that the Committee accept proposals and forward to County Council for consideration.



TRANSPORTATION PROGRAM

Date: November 20, 2017

To: Tony Edwards, PE
Acting Director of Transportation

From: David Beaty, PE
Program Manager

**RE: Shared-Use Paths
Recommendations for Moving Forward**

Recent coordination with SCDOT has concluded that they would like to evaluate projects involving shared-use paths, more specifically, maintenance responsibilities involving these design elements, per two categories, capacity and non-capacity projects. Capacity projects would include all roadway widenings while non-capacity projects would include bicycle / pedestrian – specific projects.

Recommendations:

- (1) Capacity Projects – County enter into individual project agreements with SCDOT stating SCDOT will maintain shared-use paths while County will maintain buffers.***
- (2) Non-Capacity Projects – County enter into agreement with SCDOT stating County will maintain shared-use path and buffer areas.***

Analysis:

The 2012 Richland County Penny Sales Tax initiative included provisions specific to accommodations for bicycle and pedestrian traffic on all roadway widening and bicycle / pedestrian-specific projects. Concept Reports were developed for all widening projects, which included public involvement to solicit input on options for providing bicycle and pedestrian accommodations on each project. The accommodations provided in current design plans are per these previous public meetings and comments and engineering reviews / analyses specific to safety, project impacts and continuity with projects within the same vicinity.



TRANSPORTATION PROGRAM

Typical SCDOT practice for providing these accommodations includes the use of paved, on-street bike lanes (directly adjacent to motorist traffic) with curb and gutter and sidewalk directly behind the curb; see Exhibit A for typical section.

A majority of the roadway widening projects within the Richland County program reflect the use of offset, shared-use paths to provide bicycle and pedestrian accommodations. The proposed typical section for these shared-use pathways include grassed buffers (minimum three (3) feet) between the back of curb and the edge of the pathway (for a total minimum offset from the travel-way of five (5) feet, including the width of curb and gutter); see Exhibit B for typical section of offset, shared-use paths utilized on roadway widenings.

Exhibit C reflects typical sections of the shared-use paths proposed for the bicycle / pedestrian-specific projects. These projects include the construction of a shared-use pathway with varying widths of grassed buffers between the edge of travel-way and the edge of pathway. In project-specific instances, and as reflected in Exhibit C, the pathway design is independent of the roadway alignment and outside of the existing rights-of-way.

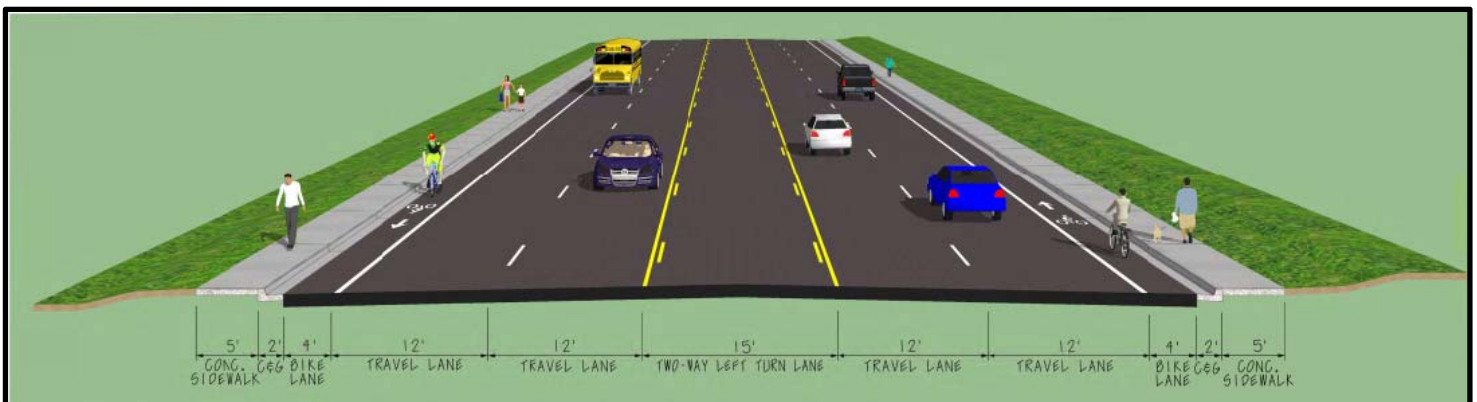


Exhibit A: Standard SCDOT typical section for providing bicycle and pedestrian accommodations



TRANSPORTATION PROGRAM

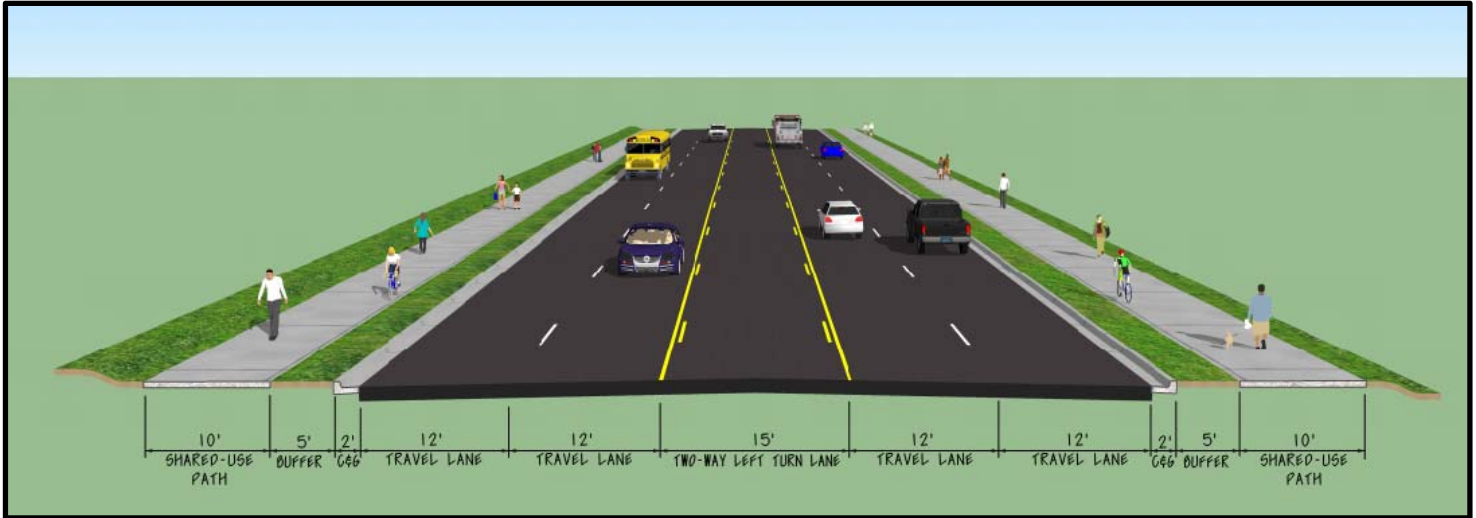


Exhibit B: Shared-Use Path Typical Section on Widening Project (Roadway Capacity Project)

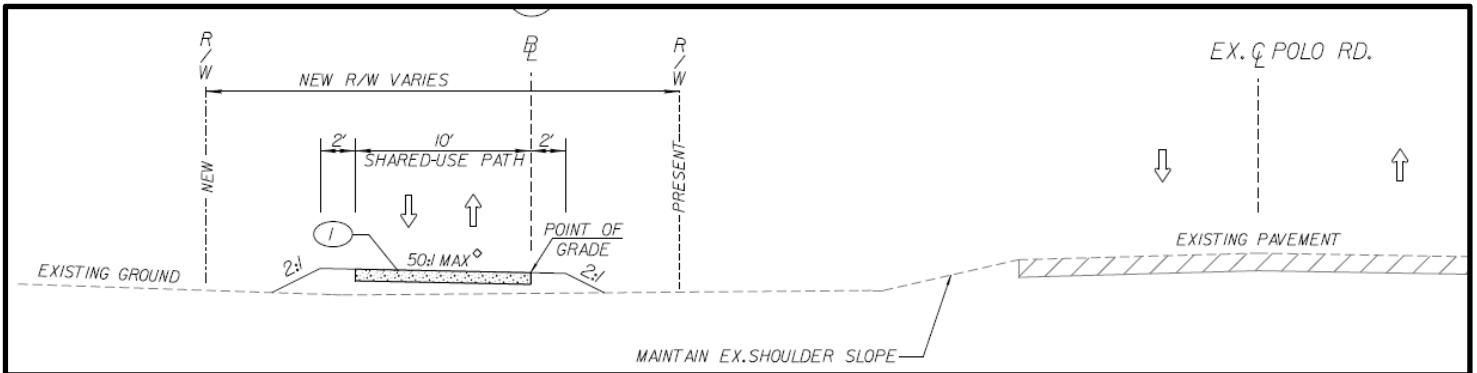


Exhibit C: Shared-Use Path Typical Section (Bicycle / Pedestrian Specific Project; no Roadway Capacity)



TRANSPORTATION PROGRAM

Recent coordination with SCDOT, specific to the negotiation of maintenance responsibilities for these shared-use pathways, has categorized these projects into Vehicular Capacity and Non-Capacity projects (bicycle / pedestrian-specific). Capacity projects include improvements to the roadway where additional travel lanes are to be proposed; non-capacity projects propose no capacity or operational improvements for motorist traffic, only the inclusion of bicycle and pedestrian accommodations.

Negotiations concluded that for capacity projects, SCDOT would maintain the shared-use pathways and all typical roadway elements (asphalt, curb and gutter, concrete, etc) while the County would be responsible for maintaining the buffer areas between the curb and shared-use pathway. For non-capacity projects, SCDOT has stated they would not accept maintenance on either the shared-use paths or buffer areas, only any curb and gutter and / or asphalt added to the roadway.

In order to align the non-capacity projects with typical SCDOT accommodations, assuming 4 feet of pavement for a bike lane, curb and gutter and closed drainage system (along both sides of the road), would be cost-prohibitive to the referendum values attributed to these projects. An approximate cost per mile to construct the non-capacity projects to reflect these typical SCDOT accommodations would equal upwards of \$1.35 million. This approximate cost includes paving to develop bike lanes, curb and gutter and closed-drainage systems (pipes, catch basins). This cost does not include the potential for any right-of-way or utility impacts.

Therefore, the following options exist for the treatment of shared-use paths on the currently active, capacity and non-capacity projects.



TRANSPORTATION PROGRAM

A. Vehicular Capacity Projects:

(Active Projects)

- Bluff Rd Widening – Phase 2
- Clemson Rd Widening
- Shop Rd Widening
- Blythewood Rd Widening – Phase 1
- Pineview Rd Widening
- Southeast Richland Neighborhood (SERN)

(Options)

- (1) Enter into individual project agreements with SCDOT stating SCDOT will maintain shared-use paths while County will maintain buffers. County staff would direct OET and PDT to designate buffers to be planted with low-growth, low, to no maintenance vegetation (meeting SCDOT / AASHTO requirements), or, in-fill of buffer areas with brick pavers or colored concrete (*see Table 1 below for approximate costs for example buffer treatments*).
- (2) Re-design projects to standard SCDOT typical (see Exhibit A).

Table 1: Approximate Costs for Buffer Treatments (assumes 4 foot buffer width)

	Buffer Treatment	Approx. Cost (per mile)	Approx. Annual Maintenance Cost
1.	Grassing / Sodding	\$1,630.00	\$11,100 ²
2.	Ground Cover ¹	\$30,200.00	\$0 ³
3.	Colored Concrete	\$151,000.00	\$0 ³
4.	Brick Pavers	\$380,160.00	\$0 ³

¹ Ground Cover assumes low-growth vegetation (shrubs) with little / no maintenance

² Approx. Annual Maintenance Cost for grassing / sodding treatment assumes the following;

- 3-person weed-eater crew x \$15/man-hour x 2.0 multiplier x 8 hours/day x 5 days/week = \$3,600 / week, plus,
- Traffic control – assume \$1,500 / day for 5 days = \$7,500.
- Total maintenance cost = \$3,600 + \$7,500 = \$11,100

³ Little / no maintenance assumed needed for these type buffer treatments



TRANSPORTATION PROGRAM

B. Non-Capacity (Bicycle / Pedestrian – Specific) Projects:

(Active Projects)

- Alpine Rd (Percival Rd to Two Notch Rd)
- Polo Rd (Alpine Rd to Mallet Hill Rd)
- Ft. Jackson Blvd (Devine St to Kings Grant)
- Clemson Rd (Old Clemson Rd to Village at Sandhills)
- Assembly St (Blossom St to Rosewood Dr)

(Options)

- (1) County enter into agreement with SCDOT stating County will maintain shared-use path and buffer areas.
- (2) Eliminate project from Program.



8. Alpine Road Sidewalk Project Revision

Discussion Point:

The Alpine Road Sidewalk project currently consists of providing a 10' Shared Use Path (SUP) from Percival Road to Two Notch Road on the NE side of the road. However, the issue of maintenance responsibilities regarding the 10' SUP currently appears to prevent moving forward with this design.

Recommendation:

Staff respectfully requests that the Committee accept the proposal and forward to County Council for consideration.



TRANSPORTATION PROGRAM

Date: November 30, 2017

To: Tony Edwards, PE
Acting Director of Transportation

From: David Beaty, PE
Program Manager

**RE: Alpine Road Sidewalk
Recommendation to Revise Project Scope/Typical Sections**

In an effort to resolve the issue of maintenance responsibilities regarding the 10' Shared Use Path (SUP) and the most recent cost estimate, it is recommended to revise the project scope/typical sections for the Alpine Road Sidewalk Project.

Analysis:

The 2012 Richland County Penny Sales Tax referendum included this project in both the Sidewalk list – allocating \$452,075 and the Bikeway list – allocating \$1,536,100 for a total of \$1,988,175. In addition, the SCDOT was prepared to resurface Alpine Road in 2015; however, it was agreed upon that the DOT would provide the funding – approximately \$803,000 – to the PDT, who in turn would resurface Alpine Road during construction of the sidewalk and bikeway project; therefore, the available budget for this project is \$2,791,175.

The Alpine Road Sidewalk project originally consisted of providing 4' bike lanes with 2' paved shoulders in each direction and a 5' sidewalk constructed on the NE side of the roadway from Percival Road to Two Notch Road. Following a Value Engineering review, it was determined that the estimated cost of the project was approximately \$4 million; therefore, the scope was modified to provide a 10' Shared Use Path (SUP) also on the NE side of the road – estimated at \$3.5 million. However, the present issue of maintenance responsibilities regarding the 10' SUP coupled with the most recent 2017 Q3 Project Cost Estimate of \$4,170,933 appears to prevent moving forward with the design.



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In order to continue the development of this project and minimize costs, it is recommended to revise the scope and typical sections to reflect the following:

Recommendations:

- (1) Percival Road to Two Notch Road – Resurface existing pavement width except between the CSX Railroad R/W***
- (2) Percival Road to Faraway Drive – Add 4’ paved shoulders to both sides and a 5’ S/W on the NE side***
- (3) Faraway Drive to Polo Road – No improvements***
- (4) Polo Road to Gardenia Drive – Add 4’ paved shoulders to both sides and a 5’ S/W on the NE side***
- (5) Gardenia Drive to Windsor Lake Road – Add 4’ paved shoulders to both sides, sidewalk currently exists***
- (6) Windsor Lake Road to CSX Railroad R/W – Add 2’ paved shoulders to both sides, sidewalk currently exists***
- (7) CSX Railroad R/W to Two Notch Road – Add 2’ paved shoulders to both sides, sidewalk currently exists***

*See Exhibit A for map of project termini and proposed typical sections, below.

A cost analysis was performed to determine the overall project costs and potential cost savings assuming scenarios for the proposed improvements – see Exhibit B, below, for cost analysis;

Option (1) – Current Design

Option (2) – Revise project scope and typical sections

Indicative of the results of the cost analysis, Option (2), revising the project scope/typical sections reflects an overall project cost savings of approximately \$684,814, compared to the current 2017 Q3 project cost estimate.



TRANSPORTATION PROGRAM

ALPINE ROAD BICYCLE / PEDESTRIAN PROJECT – SCOPE REVISION RECOMMENDATIONS:

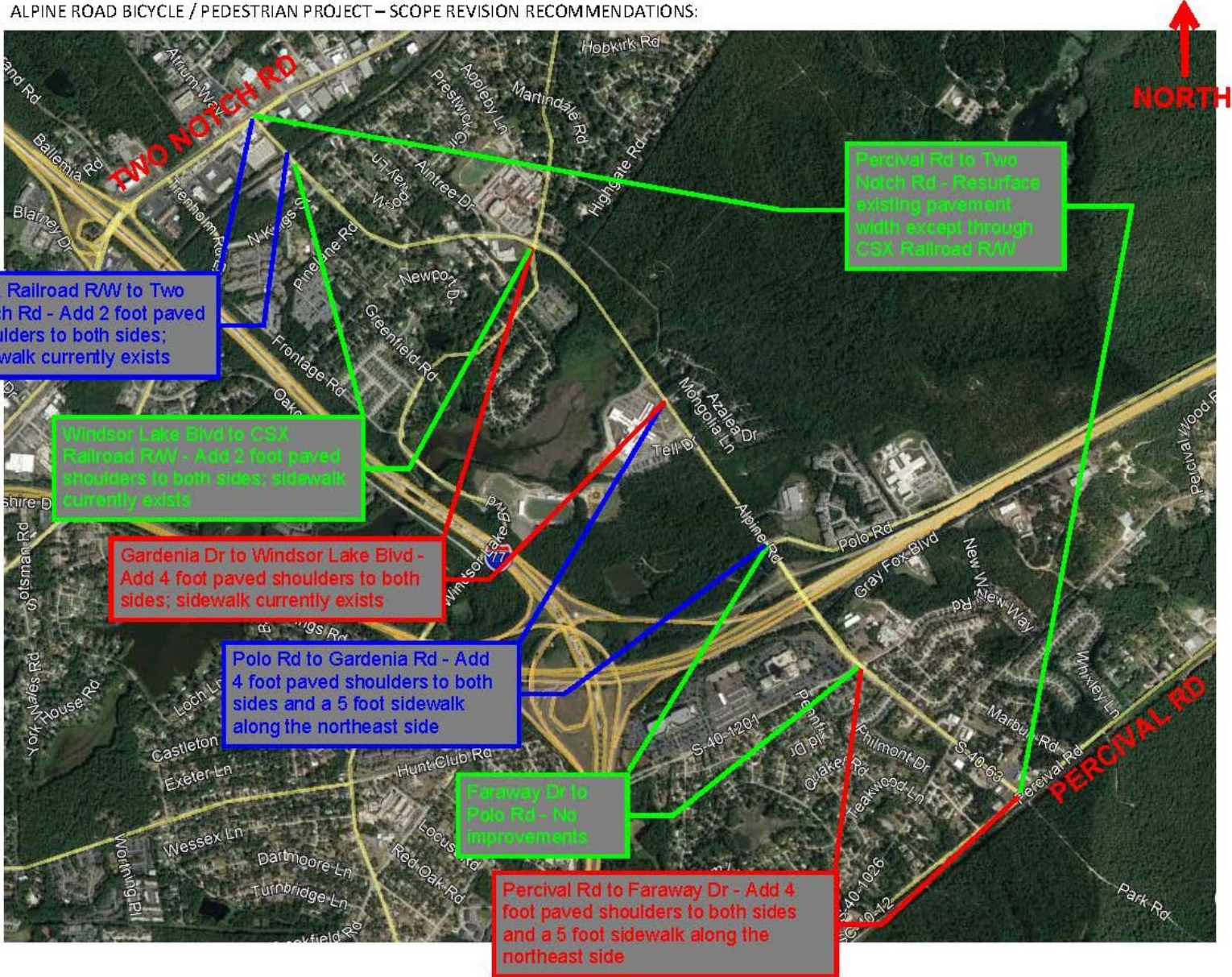


Exhibit A: Map of Project Area and Termini



TRANSPORTATION PROGRAM

Cost Analysis:

Option	Scenario	Project Cost Estimate	Cost Reduction
1	Current Design (2017 Q3 Estimate)	\$4,170,933.00	N/A
2	Revise scope/typical sections	\$3,486,119.00	(\$684,814)

Notes:

1. Project Cost Estimates include costs for Planning & Delivery, Design, Rights-of-Way, Utility Relocations and Construction Costs per the methodology as presented in the 2017 Q3 Project Cost Estimates

Exhibit B: Alpine Road Sidewalk Project – Cost Analysis



9. Policy Decision: Ordinance Change/Project Prioritization

Discussion Point:

Agenda Item added for discussion. County Legal has been invited to discuss.

10. Gills Creek Greenway Project: Maintenance Agreement and Funding Transfer

Discussion Points:

1. During the June 6, 2017 Council meeting, Councilman Pearce made an amendment to the motion for approving the design services for the Gills Creek A Greenway project, requesting a “binding, legal agreement with the City of Columbia for long-term maintenance and security”. That agreement has been completed and executed by the City of Columbia and is being presented to the Transportation Ad Hoc Committee for review and approval.

Recommendation:

Staff respectfully requests that the Committee accept the agreement and forward to County Council for consideration.

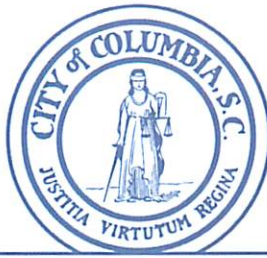
2. A majority of the Gills Creek Greenway Section B is proposed to be located along Kings Grant subdivision and along Fort Jackson according to the 2012 referendum. The Kings Grant Homeowners Association has stated their opposition to Gills Creek Greenway Section B being built in and around their neighborhood, as shown in the letter below. Additionally, it has been our experience that coordinating with federal governmental agencies, such as Fort Jackson, would take a significant amount of time and effort with no guarantee of approval.

As a result of the two public meetings held for the Gills Creek Greenway project, and approved by Council at the June 2, 2017 meeting, Section A was modified to delete the segment from Kilbourne Rd. to Fort Jackson Blvd. and start at the intersection of Fort Jackson Blvd. and Crowson Rd. The removal of the Kilbourne Rd. to Fort Jackson segment eliminates the direct connection from Section A to Section B.

The referendum amount identified for Section A (\$2,246,160) is estimated to construct the greenway from the Fort Jackson Blvd/Crowson intersection to near Bright Ave. By reallocating Section B funds (\$2,785,897) to Section A, it is likely that Section A could be extended from near Bright Ave. to the near Lantana Dr.

Recommendation:

Staff recommends funding from Gills Creek Greenway Section B be reallocated to Gills Creek Greenway Section A, thus removing Section B from the Penny Program.



We Are Columbia

November 29, 2017

Gerald Seals
County Administrator
Richland County Government
P.O. Box 192
Columbia, SC 29202

Transmitted Via Email

Re: Gills Creek Greenway - Maintenance and Security Agreement

Dear Gerald:

A small revision was made to the attached Gills Creek Maintenance Agreement to include the width of the greenway from 12' to 14' as shown in the attached greenway standards. Greenway Standards were endorsed by City Council during their December 15, 2015 City Council Work Session.

The revised agreement (attached) will be presented to City Council for approval during the City Council meeting of December 5, 2017.

Sincerely,

Teresa Wilson
City Manager

cc: Brandon Madden, Assistant to the Richland County Administrator

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

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

WHEREAS, Richland intends to construct the Gills Creek Greenway Section A from the intersection of Fort Jackson Boulevard and Crowson Road to Bright Avenue for approximately 2 miles in Columbia, South Carolina ("Greenway"); and,

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

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

1. The Greenway.

Richland shall have designed and constructed the Greenway. The current proposed Greenway plan, which is subject to change, will be fourteen (14') feet wide; constructed of concrete paving, and shall include but not be limited to, cross walks, lighting, benches, public restrooms, bollards, drinking fountains, pressure treated high level and low level board walks, ADA pavers, way-finding signage, and parking (the "Facilities"). Richland will secure and provide compensation for all property rights (i.e. deeds, easements, and rights-of-way) necessary for construction and maintenance of the Greenway. Said property rights will be conveyed to the City at the completion of Greenway construction upon the City's acceptance of the project. Such acceptance shall not be unreasonably withheld. The City will require the project comply with all applicable Codes. Richland will also provide all final as-built plans delineating changes to the project during construction for future use by the City. Richland specifically agrees that regardless of any other changes to the proposed Greenway alignment, the final as-built alignment will not include any connection to the Hampton Estates neighborhood.

2. The City's Responsibilities.

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

b. The City agrees to the following specific maintenance responsibilities for those locations within the City limits for the Greenway throughout the term of the agreement:

i. Boardwalks: City will maintain all boardwalks that may be part of the Greenway. This responsibility includes maintaining the appearance and integrity of the boardwalks.

ii. Retaining walls: City will maintain all retaining walls that may be part of the Greenway. This responsibility includes maintaining the appearance and integrity of the retaining walls.

iii. Concrete sidewalks, curbs and ADA pavers: City will maintain all concrete sidewalks, curbs, ADA pavers and pavement markings along the Greenway. This responsibility includes maintaining the appearance and integrity of these items included in the greenway project scope.

iv. Landscaping, fencing and signage: City will maintain the full range of services required for the upkeep of all new plant material, greenscreen fencing and wayfinding signage as detailed and installed in the areas encompassed within the Greenway. For avoidance of doubt, this does not obligate Richland or the City to enter into negotiations for reallocation of this particular maintenance item nor does this obligate the City to accept reallocation of this particular maintenance responsibility.

v. Bollards: City will maintain all bollards. This responsibility includes the maintaining the integrity and appearance of the bollards proposed and built for the project.

vi. Lighting and light fixtures: Richland's contractor to install all lighting, lighting fixtures, and call boxes, and the City shall maintain all lighting, all light fixtures and call boxes after the completion of construction and acceptance of the project.

vii. Benches and garbage containers: City will maintain all benches, trash and garbage containers and provide regular collection of those. This responsibility includes maintaining the appearance and integrity of the benches and trash containers.

viii. Crosswalk surface treatment: City will maintain the crosswalk surface treatment. This responsibility will include the appearance and integrity of the crosswalk surface treatment.

ix. Parking lot: City will maintain the paved or gravel parking lot. This responsibility will include the appearance and integrity of the parking lot.

x. Public toilet facilities: City will maintain all toilet facilities. This responsibility will include the appearance, servicing and integrity of the public toilets along the Greenway.

xi. Drinking fountains: City will maintain all drinking fountains. This responsibility will include the appearance, servicing and integrity of the drinking fountains along the Greenway.

xii. Bike racks: City will maintain all racks. This responsibility will include the appearance, and integrity of the bike racks along the Greenway.

xiii. Kiosk: City will maintain any kiosks that have been planned and constructed for the project. This responsibility will include the appearance and integrity of such kiosks.

3. Miscellaneous Provisions.

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

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

c. This Agreement is to be governed, construed and interpreted by the laws of the State of South Carolina. The parties do not waive sovereign immunity except to the extent that litigation may be

commenced in the Circuit Court for Richland County, South Carolina as may be necessary. The Parties to the Agreement will agree that litigation will not be commenced until notice is given and the parties have attempted through discussion and mediation to resolve any disputes.

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

RICHLAND COUNTY

BY: _____

Gerald Seals

ITS: County Administrator

Date: _____



11. Project Development Team Update

Discussion Point:

The Project Development Team (PDT) has been requested to give an update.