



Richland County Council
Transportation Ad Hoc Committee
May 28, 2019 – 1:00 PM
Council Chambers
2020 Hampton Street, Columbia 29204

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

OTHER COUNCIL MEMBERS PRESENT: Allison Terracio

OTHERS PRESENT: Michelle Onley, John Thompson, Eden Logan, Kimberly Toney, Michael Niermeier, Allison Steele, Mohammed Al-Tofan, Quinton Epps, Stephen Staley, Ismail Ozbek and Jennifer Wladischkin

1. **Call to Order** – Mr. Jackson called the meeting to order at approximately 1:00 PM.
2. **Approval of Minutes: April 23, 2019** – Ms. Newton moved, seconded Ms. Myers, to approve the minutes as distributed.

In Favor: Jackson, Newton and Myers

The vote in favor was unanimous.

3. **Adoption of the Agenda** – Mr. Jackson stated Item #4(e): “Approval of Future Scopes of Work” needs to be deferred. In addition, Item #5(c): “Tall Oaks Drive: RCU Utility” needs to be moved to an action item.

Mr. Manning moved, seconded by Ms. Myers, to adopt the agenda as amended.

In Favor: Jackson, Newton and Myers

The vote in favor was unanimous.

4. **ITEMS FOR ACTION:**

- a. **Approval of Blythewood Right of Way Condemnation** – Mr. Niermeier stated the spreadsheet shows the 7 parcels that are needed to move this project forward, as well as, the number of contacts attempted, the offers made, the counteroffers, and any other engagement the County has had with the landowner. Staff’s recommendation is to move to condemnation on these parcels.

Ms. Myers inquired if they are all the same owner.

Mr. Niermeier stated the 3 – 4 belong to Mr. Spears.

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Ms. Myers stated she takes it that we have gone through the process that Legal normally goes through, based on their recommendation.

Mr. Niermeier stated the appraisal has been conducted. The Right-of-Way Manager has reached out several times to the property owners to try to reach an agreement, and has been unsuccessful in doing so.

Ms. Myers stated she just wants to make sure the Legal Department has said that is the appropriate next step, and it will not be costlier to condemn than to reach an agreement.

Mr. Beaty stated he is not certain that staff has presented this to County Legal, at this time. The normal process is, they present to Council that they have reached out multiple times, and cannot negotiate a settlement. They recommend the next step being to back check this with County Legal, before Legal proceeds with condemnation.

Ms. Newton stated, for clarification, that Mr. Beaty mentioned, as far as he was aware, we are following the process, and that with our approval to condemn, we would be putting this in hands of our Legal Department, and they would continue following the County process.

Mr. Beaty responded in the affirmative.

Ms. Myers stated, if a condemnation recommendation comes from this committee, that means they will move to condemnation, not to a point where they may be going back to say, "This is our last offer", which is her concern. She stated there is another step, where Mr. Smith gets involved, to make an analysis of the cost differential between a full condemnation, and buying it out, even at a higher amount, and getting our outside attorneys involved, before we take it to condemnation.

Mr. Beaty stated the PDT is allowed a very limited amount of negotiation room, and the amounts exceed the PDT's authorized amount.

Mr. Jackson inquired if the condemnation would be by individual parcels.

Mr. Niermeier responded in the affirmative.

Mr. Jackson stated the ones that are tremendously large, and not even close, he does not know that we would have that issue, Ms. Myers. There are a couple that are...

Ms. Myers stated there are 3 that are huge, and 4 that are not.

Mr. Beaty stated, it is common, that once a project goes into condemnation, the staff and the outside attorney, that handles condemnations, can settle for an amount greater than the PDTs authority, but less than the full cost of condemnation.

Mr. Manning moved, seconded by Mr. Jackson, to forward this item to Council with a recommendation to approve the condemnations, with the understanding that it will go to the Legal Department for proper vetting.

Mr. Jackson offered a friendly amendment that the vetting process with the County Attorney be done prior to it being submitted to full Council.

In Favor: Jackson, Newton and Myers

The vote in favor was unanimous.

- b. **Approval of Spears Creek Service Order** – Mr. Niermeier stated the Spears Creek Service Order came before Council in October 2018. It was passed through First Reading. His understanding is there was a change in termini from Percival Road to Jacob’s Mill Pond Road. The thought, at the time, was the change in termini would require 3 Readings and Public Hearing to approve this. He was tasked to consult with the County Attorney. The County Attorney does not have an answer to his inquiry, as of yet. He would recommend deferring this item until the next Committee meeting.

Ms. Myers moved, seconded by Ms. Newton, to defer this item until the next Committee meeting.

In Favor: Jackson, Newton and Myers

The vote in favor was unanimous.

Mr. Jackson stated the expectation is that we will have an answer at the next meeting.

- c. **Approval of Public Information Summary Letters** – Mr. Niermeier stated, at the request of the committee, it was determined that we wanted to follow-up with all the public information meetings that were held on several of the projects. What is before the committee is 7 letters drafted, to that effect, to be sent out to individuals that provided emails or mailing addresses.

Mr. Jackson requested the general content of the letters.

Mr. Niermeier stated the letters generally notes the time and date of the public information meeting, that the conceptual design was discussed at said meeting, and where we are in regards to the project. It is basically a general reminder of what was discussed and the input that brought to the PDT/County staff.

Ms. Newton stated she wanted to confirm that when it references an attachment of design, that the attachments will be made a part of the communication.

Mr. Niermeier stated they will be made available on the website, with a link to the designs.

Mr. Jackson inquired about the next step, after the letters go out.

Mr. Niermeier stated they will continue until they get to the next public meeting, which will be near the construction date.

Ms. Newton requested an additional line in the letters that says, “All the reference materials and designs are available on our website at...”

Ms. Newton moved, seconded by Ms. Myers, to approve the letters.

In Favor: Jackson, Newton, Myers and Livingston

The vote in favor was unanimous.

d. **Approval of Blythewood Widening SUP Maintenance Agreement with SCDOT** – Mr. Niermeier stated this originated from the Blythewood Widening Project where Blythewood and the County agreed that Blythewood would maintain the SUP, and any foliage. The next step, since it is in our SCDOT Right-of-Way, the County has to enter into a similar agreement with SCDOT. What is before the committee is the standard agreement.

Ms. Myers stated this is a SCDOT road, will be maintained by the Town of Blythewood, and the County will have no liability for maintenance. So, why is the County a necessary party.

Mr. Niermeier stated that is a good question, and he has asked that himself.

Mr. Beaty stated the County and the SCDOT have the IGA. The SCDOT does not have any contractual relationship with the Town of Blythewood, so the SCDOT has assigned the development process to Richland County. The SCDOT has said it will not maintain Shared-Use Paths. The County has already entered into a maintenance agreement with the Town of Blythewood. Now, we have to get the responsibility from the SCDOT to the Town of Blythewood. The SCDOT will assign the County the responsibility, for the Shared-Use Paths, and the County will pass that along to the Town of Blythewood.

Ms. Myers stated, her issue is, she does not think the County should have any responsibility. What if Blythewood decided tomorrow that they do not want to maintain it? We have then entered into a contract where we are responsible in SCDOT's eyes. Whatever happens after that, too bad, so sad. It seems the Town of Blythewood wants to maintain flora and fauna, and she thinks it is great that they do, but she also knows the Richland County taxpayer does not have any obligation to maintain a SCDOT road. It seems to her, in this contract, we are now creating a new obligation for the County, despite the fact that there may an agreement by the Town of Blythewood. It would seem to her the contract should be between the Town of Blythewood and the SCDOT. We could facilitate that, but accepting liability, and then delegating that responsibility, seems to be putting the responsibility on the Public Works Department.

Mr. Beaty stated the only thing he will note is, this liability, and this responsibility, is not new. It is new to this project, but the County has entered into this responsibility on 3 other projects.

Ms. Myers stated she wants the flora and fauna. She just wants to be sure we are not undertaking liability for the County, where there is no money to pay for it. She would be happy to move this along, with the understanding that our Legal Department negotiate with SCDOT to get a direct contract between SCDOT and Blythewood, but that the County not be a middleman.

Mr. Jackson inquired, if there is a way for the County to indemnify itself, even in this contract.

Mr. Beaty stated, "Not to his knowledge."

Mr. Jackson stated, he agrees with Ms. Myers, he thinks it's another layer that we do not necessarily want to add, even though the benefit outweighs the risk. The benefit of the Town assuming the responsibility outweighs the risk of them abdicating their responsibility some years down the road. If there is a document that indicates they were willing to accept the risk, and accepted it willingly and knowingly, that would carry equally, if not greater weight, than a new Mayor or Town Council saying they no longer want to own that.

Ms. Myers suggested modifying the contract by taking the County out, as a party, and the contract be

between the SCDOT and the Town of Blythewood. The County would facilitate getting the contract completed, but not be a party.

Ms. Myers moved, seconded by Mr. Jackson, to direct staff to edit the contract by deleting Richland County, as an obligator, and inserting the Town of Blythewood. Then, to go forward, with our Legal Department, to get the contract executed.

Ms. Newton stated, while Legal is in this process, if they could provide their recommendations on potentially avoiding this situation in the future.

Ms. Myers accepted that as a friendly amendment to the motion.

In Favor: Jackson, Newton, Myers and Livingston

The vote in favor was unanimous.

Dr. Thompson requested the committee to direct staff to address the similar agreements noted in Mr. Beaty's comments.

Ms. Myers moved, seconded Ms. Newton, to direct staff to look at the previous contracts, noted by Mr. Beaty, to ensure that Richland County is not a 3rd party to these contract, but that they are directly between the 2 parties involved in the maintenance.

In Favor: Jackson, Newton, Myers and Livingston

The vote in favor was unanimous.

e. **Approval of Future Scopes of Work** – This item was deferred until the next Committee meeting.

1. Lower Richland Blvd.
2. McNulty Street Improvements
3. Polo Road Widening
4. Smith Rocky Branch Section C
5. Creech Road Extension
6. Broad River Corridor
7. Shop Road Extension
8. Trenholm Acres/Newcastle
9. Crane Creek Greenway

f. **Tall Oaks Drive: RCU Utility Relocation Design Services – Holt #12 Service Order Modification**

– Mr. Niermeier stated this is a service order modification for Holt Consulting, which is the OET on this project. Previously, the amount requested was in the contingency, and Dr. Thompson was authorized to sign these, when we did not have an Administrator.

Mr. Manning moved, seconded by Mr. Jackson, to approve the request.

Ms. Myers stated, for clarification, is it the \$23,000 increase.

Mr. Niermeier stated it is a \$23,909 increase, from the contingency, for the Holt Consulting contract.

Ms. Myers inquired if the utility relocation cost more than we anticipated.

Mr. Beaty stated, during the design and construction process, they identified a utility that needs to be relocated, and a wetland that needs to be delineated.

Ms. Myers stated, for clarification, it was not in the original scope, and is not an increase, but an addition, for necessary work, or the project cannot be completed.

Mr. Beaty responded in the affirmative.

In Favor: Jackson, Newton, Myers and Livingston

The vote in favor was unanimous.

5. **ITEMS FOR INFORMATION/DISCUSSION:**

a. **Discussion: Maintenance Items** – Ms. Steele stated these are proposed objects to go in SCDOT Right-of-Way, for which the County would then be responsible for maintenance. Those objects would be landscaped medians, lighting (maintenance and energy), Shared-Use Paths and Mast Arms. They are requesting guidance from Council on whether or not to proceed with including these projects.

1. Shared-Use Paths – There are presently 3 IGAs in effect with SCDOT. The SCDOT will maintain the concrete, but the County is responsible for the vegetation maintenance and removal of any ice during a winter storm.

Ms. Myers inquired about the estimated cost.

Ms. Steele stated it is approximately \$11,100/mile annually.

Ms. Myers inquired about the number of miles.

Ms. Steele stated she does not have a number of miles for all the future projects.

Mr. Beaty stated it would be approximately 10 miles.

Mr. Manning inquired if the Shared-Use Paths were a part of the original referendum.

Ms. Steele stated the original referendum included sidewalks. She does not know if it included Shared-Use Paths.

Mr. Beaty stated the referendum stated that bicycle and pedestrian accommodations would be provided. It did not specifically say how they would be provided. Then, two separate categories for bikeways and sidewalks was in the referendum. The 3rd category is your widening projects, and it simply said, bicycle and pedestrian accommodations will be provided, with no specificity.

Mr. Manning inquired if the Shared-Use Paths is the standard industry.

Mr. Beaty stated it is one of the ways. You can either do a 10-ft. Shared-Use Path, out of concrete, or you could do a 5-ft. sidewalk on one side, 4-ft. of roadway, times 2, and then you would stripe it. It is much cheaper upfront to build the Shared-Use Path because you are not building 8-ft. of

full roadway, but you do experience the long-term maintenance requirements.

Mr. Manning inquired if there have been community involvement/engagement meetings showing them plans for this, and getting their input.

Mr. Beaty stated there have been many project meetings, on many projects. Oftentimes, they present to the public the options of a bike lane/sidewalk vs. Shared-Use Path. Different communities have preferred different options. At this stage of the program, they have moved forward, with Council's direction, to develop Shared-Use Paths, on some projects. Some projects the community preferred bike lanes.

2. Mast Arm Signals – The traditional signals, at an intersection, are the poles with lights hanging from the cables. The mast arm is the metal pole with the metal arm hanging and the light hanging from the arm. It is a better looking intersection; however, SCDOT will not maintain those. SCDOT will maintain the traditional pole and cables.

Mr. Jackson inquired about what type of maintenance is required.

Ms. Steele stated, she thinks, the biggest issue is if a car runs off the road and hits the pole. You would be looking at a full replacement for the system.

Mr. Manning inquired, if his car runs off the road, and he hits you or a car, the County does not pay to fix that. So, why if he runs off the road and hit a mast arm would his insurance company, or him, be responsible for the damage he did when he ran off the road. Why does the County have that responsibility? He stated, some people, think they look a little nicer, and we have talked about blight and trying to make the County look nice. He inquired if this are the same kind of mast arms that has the street name and are lit up real nice.

Ms. Steele stated some of them do, but she does not think we have those proposed.

Ms. Terracio inquired if we have considered mitigating any light pollution that would affect wildlife.

Ms. Steele stated she does not believe that has been researched.

Mr. Beaty stated all of the new signal heads that are installed meet current design standards, and they are all IED. They are no longer a giant bulb, but the small dots. Whether we put up a steel pole or a mast arm pole, the signal head would be the same.

Ms. Terracio inquired if that is something that we could consider in the future, as we look toward lighting options.

Mr. Livingston inquired, for clarification, if the \$26,000 to replace is for one mast arm.

Ms. Steele stated that is for one mast arm replacement.

Mr. Beaty stated there would be 4 – 5 poles at each intersection.

3. Landscaped Medians – The cost estimate (\$5,460/quarter mile – annually) they obtained from the City of Columbia only covers labor. It does not cover flora and fauna, lighting, irrigation, etc.,

so once you include any kind of materials, that cost will go up.

Ms. Myers inquired if we have explored partnering with any of the beautification organizations to fund some of this.

Ms. Steele stated she does not believe that has been looked at, but is something staff can explore.

4. Street Lighting – The cost estimate includes the maintenance and monthly electric bill. There are quite a few projects are proposing lighting.

Ms. Myers requested Ms. Steele explain the chart included in the agenda packet.

Ms. Steele stated you can either do an upfront pre-payment lease or a monthly payment.

Ms. Myers stated, for clarification, a 15-year lease for Pedestrian Connect 1, would be \$407,000.

Ms. Steele stated you have \$200 for a monthly bill, or, if you are doing the 15-lease it would be \$408,000, for energy and maintenance.

Ms. Myers requested, before this goes to full Council, if staff will put some information telling the periodicity.

Ms. Steele stated Section 21-12, of the ordinance, says we are not going to install street lighting unless we have funding available to install it Countywide.

Ms. Myers stated, if that is the case, we need to know what that number is before we can make a proper recommendation.

- b. **Discussion: Scope Alignment – History of Actions** – Mr. Niermeier requested PDT provide the scope alignment summary, which is basically the history of actions taken dating back to 2018 to bring the program back in line.

Mr. Jackson moved, seconded by Ms. Myers, to defer this item to the June 18th Work Session.

In Favor: Jackson, Newton, Myers and Livingston

The vote in favor was unanimous.

6. **ADJOURN** – The meeting adjourned at approximately 1:50 PM.