



# City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG  
Mayor

LAURA S. CABINESS, PE  
Director

## PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA

There will be a meeting of the Public Works and Utilities Committee on Monday, April 24, 2017 to begin at 4:30 p.m. at 1<sup>st</sup> Floor Conference Room, 80 Broad Street. The following items will be heard:

**A. Invocation**

**B. Approval of Public Works and Utilities Committee Minutes**

March 28, 2017 – *DEFERRED*

April 11, 2017 – *DEFERRED*

**C. Request to Set a Public Hearing**

None

**D. Acceptance and Dedication of Rights-of-Way and Easements**

None

**E. Requests for Permanent Encroachments**

None

**F. Temporary Encroachments Approved By The Department of Public Service (For information only)**

1. **1219 Smythe Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 4/14, 2017.**
2. **117 Brailsford Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 4/14, 2017.**
3. **7 Meeting Street** - installing storm drain pipe tying into city drains encroaching into right-of-way. This encroachment is temporary. **Approved 4/14, 2017.**

4. **244 President Street** – installing drainage pipe from roof to tie into storm drain, encroaching into right-of-way. This encroachment is temporary. **Approved 4/14, 2017.**
5. **367 Meeting Street (approximate location)** – installing temporary bike corral with signage panel encroaching on sidewalk in right-of-way. This encroachment is temporary. **Approved 4/14, 2017.**
6. **200 East Bay Street (approximate location)** – installing temporary bike corral with signage panel encroaching on sidewalk in right-of-way. This encroachment is temporary. **Approved 4/14, 2017.**
7. **37-99 Ann Street (approximate location – 456 King St – BluePrince)** – installing temporary bike corral with signage panel encroaching on sidewalk in right-of-way. This encroachment is temporary. **Approved 4/14, 2017.**
8. **20-22 Elmwood Avenue (approximate location – 1 Lee Ave - BluePrince)** – installing temporary bike corral with signage panel encroaching on sidewalk in right-of-way. This encroachment is temporary. **Approved 4/14, 2017.**
9. **100 Meeting Street (approximate location)** – installing temporary bike corral with signage panel encroaching on sidewalk in right-of-way. This encroachment is temporary. **Approved 4/14, 2017.**
10. **5 Liberty Street (approximate location)** – installing temporary bike corral with signage panel encroaching on street in right-of-way. This encroachment is temporary. **Approved 4/14, 2017.**

**G. Miscellaneous or Other New Business**

1. Recommendation for stormwater requirements for re-development projects - ongoing. *DEFERRED*
2. Approval of an MOU by and between the City of Charleston and MUSC regarding Doughty Street and the Medical District Project.

Councilmember Rodney Williams  
Chairperson

STATE OF SOUTH CAROLINA ) MEMORANDUM OF AGREEMENT  
COUNTY OF CHARLESTON )

This Memorandum of Agreement (“MOA”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Medical University of South Carolina (“MUSC”) and the City of Charleston, South Carolina (“City”).

RECITALS

Whereas, by Memorandum of Agreement among the City, MUSC, Roper Saint Francis Hospital (“Roper Saint Francis”) and the Ralph H. Johnson Veteran Affairs Medical Center (“VA”), the parties agreed to undertake the creation of a medical district in the area of the peninsula generally bounded by Lockwood Drive, Bee Street, Rutledge Avenue and Calhoun Street, wherein certain development regulations and specialized building typologies would be adopted to foster collegial development patterns, and significant infrastructure improvements would be made to facilitate mobility and service delivery by and among the medical providers; and

Whereas, key components of a medical district include interconnectivity among the corresponding medical providers and the integration of the district into the fabric of the City; and

Whereas, the City has control of certain streets within the boundaries of the medical district that, if closed to vehicular traffic, would further pedestrian connectivity among the facilities of the medical providers in the district, provide for a campus-like setting within the district and strengthen the identity of the district to foster its remaining competitive and serve as an economic engine for the region; and

Whereas, the City and MUSC have arrived at an understanding as to the streets that will be closed to vehicular traffic and the terms of the use of such streets by MUSC and execute this Memorandum of Agreement in delineation of that understanding.

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the City and MUSC agree as follows:

1. City Council will undertake the appropriate action to close Doughty Street, between Courtenay Drive and President/Jonathan Lucas Street (the “Closed Street”), to vehicular traffic.
2. City Council will allow MUSC, by way of an encroachment permit or other suitable document, to make improvements to the Closed Street to enhance walkability, strengthen pedestrian connectivity, and improve the ambiance of the medical district for those who work and use the services therein.

3. It is acknowledged and understood by MUSC that any such encroachments authorized by the City hereunder, including design and materials, shall be on a case-by-case basis, shall require the approval of the City's Design Review Committee (or its successor), the Director of Public Service and the Chief of the Fire Department, and in no event shall authorize the construction of a permanent structure on or within the Closed Street.
4. It is acknowledged and understood by MUSC that any such encroachments as authorized by the City hereunder shall at all times and in all events remain subservient to rights of utility providers having or requiring facilities within the Closed Street, such as but not limited to, water, sewer, storm water infrastructure, electricity, cable, telephone and fiber optic, and rights of access by public emergency responders.
5. It is acknowledged and agreed by MUSC that the encroachment agreements as approved under the auspices of this Agreement shall be revocable by the City, upon reasonable notice to MUSC as provided in the encroachment agreement.
6. It is acknowledged and agreed by MUSC that it shall be responsible for any and all repairs, replacements and maintenance of improvements within the Closed Street and shall further be responsible for providing security within the Closed Street in tandem with security provided to the overall MUSC campus.
7. It is acknowledged and agreed by MUSC that nothing in this Agreement is intended to devolve any property interest to MUSC in the Closed Street, and MUSC will not assert any such claim, and that the City reserves the right to reopen any or all of the Closed Street when deemed to be in the public interest.
8. This Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as  
aforewritten.

[signature page follows]

WITNESSES

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Medical University of South Carolina

By: \_\_\_\_\_

Its: \_\_\_\_\_

City of Charleston

By: \_\_\_\_\_

Its: \_\_\_\_\_