

**John J. Tecklenburg**  
Mayor



**Robert Somerville**  
Director

*City of Charleston*  
South Carolina  
Department of Traffic & Transportation

**Traffic & Transportation Committee**  
**Conference Call #1-929-205-6099**  
**Access ID: 556 524 367**  
**February 22, 2022 Time 1:00 p.m.**

Chair, Councilmember Karl L. Brady, Jr  
Vice-Chair, Councilmember Michael Seekings  
Councilmember Caroline Parker  
Councilmember Boyd Gregg  
Mayor John J. Tecklenburg

**AGENDA**

- |  |                                    |
|--|------------------------------------|
| 1. Invocation  | Councilmember Seekings             |
| 2. Approval of Minutes   |                                    |
| 3. Lowcountry Rapid Transit<br>Municipal State Highway<br>Project Agreement          | Ron Mitchum<br>BCDCOG              |
| 4. Intergovernmental Agreement<br>Municipal Golf Course and Fleming Rd.              | Riska Z. Dees<br>Charleston County |
| 5. Pedicab Ordinance Amendment   | Melissa Cruthirds                  |
| 6. MOU Berkeley County, Seven Farms Road<br>Pedestrian Crosswalk Improvement Project | Robert Somerville                  |
| 7. Discussion  |                                    |

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to [schumacherj@charleston-sc.gov](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT

STATE OF SOUTH CAROLINA )  
 ) RESOLUTION  
COUNTY OF CHARLESTON )

Road/Route: Hagood Avenue (S-227), Spring Street (US 17), Lockwood Drive (S-658/SC 30), Bee Street (S-551), Courtenay Drive (S-550), Calhoun Street (S-404), Meeting Street (S-107/US 52), Meeting Street Road (US 52), King Street Extension (US 78)

File  
Project: Lowcountry Rapid Transit  
PIN

WHEREAS, the Berkeley Charleston Dorchester Council of Governments (BCDCOG), the South Carolina Department of Transportation (SCDOT), and Charleston County (COUNTY) propose to construct, reconstruct, alter, or improve certain segments of highway(s) in the State Highway System referenced above which are located within the corporate limits of the City of Charleston (CITY); and

WHEREAS, the CITY wishes to authorize the construction and improvements of the aforesaid highways in accordance with plans to be prepared by or for the BCDCOG, SCDOT, and COUNTY ("the Project Plans").

NOW THEREFORE, BE IT RESOLVED that, pursuant to S.C. Code Ann. §57-5-820 (2018, as amended), the CITY does hereby consent to the construction or improvements of the aforesaid highway(s) within its corporate limits in accordance with the Project Plans, and further, the CITY, having reviewed the plans for said construction, does hereby approve said plans as provided for in Code §57-5-830.

BE IT FURTHER RESOLVED, that the foregoing consent shall be the sole approval necessary from the CITY for BCDCOG, SCDOT, and the COUNTY to complete the project under the Project Plans and constitutes a waiver of any and all other requirements with regard to construction within the CITY's limits. The foregoing waiver and consent shall also extend to the benefit of utility companies engaged in relocating utility lines on account of the project. Further, the CITY shall exempt all existing and new right-of-way and all other properties purchased in connection with right-of-way for the highway(s) from any general or special assessment against real property for municipal services.

BE IT FURTHER RESOLVED, that the CITY will assist BCDCOG, SCDOT, and the COUNTY in causing all water, sewer and gas pipes, manholes, or fire hydrants, and all power or telephone lines or poles located within the existing right-of-way to be relocated at the utility company's expense, except where the utility can demonstrate a prior right of occupancy. To the extent that CITY owned utilities are to be relocated, those utility lines and/or appurtenances may be replaced upon the new highway right-of-way at such locations as may be approved by BCDCOG, SCDOT, and the COUNTY. BCDCOG, SCDOT and the County shall bear no liability for damages to property or injuries to persons as a consequence of the placing, maintenance, or removal of any utilities by the CITY or its contractors. The CITY agrees to indemnify and hold harmless BCDCOG, SCDOT, and the COUNTY to the fullest extent allowed by law against any and all claims or actions brought against it arising out of the placing, maintenance, or removal of any utilities by the CITY or its contractors. Future utility installations by the CITY within the limits of the new right-of-way after project completion shall be pursuant to a standard utility encroachment permit obtained in the normal course and issued pursuant to SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way", August 2005, as revised.

BE IT FURTHER RESOLVED, that the CITY hereby signifies its intention to faithfully observe the provisions of Chapter 5, Title 56, Code of Laws of South Carolina, 1976, and all amendments thereto relating to the regulation of traffic on the street, or streets, to be constructed, reconstructed, altered or improved as hereinabove identified and further agrees to refrain from placing or maintaining any traffic control devices upon any section of said street, or streets, without having first obtained written approval of the SCDOT as required in S.C. Code §56-5-930 (1976, as amended), nor enacting any traffic regulation ordinances inconsistent therewith.

IN WITNESS WHEREOF, this Resolution is adopted and made a part of the Municipal records this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the original of this Resolution will be filed with the South Carolina Department of Transportation in Columbia.

Dated: Charleston, South Carolina  
Municipality

ATTEST: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk Mayor

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

INTERGOVERNMENTAL AGREEMENT FOR CITY  
OF CHARLESTON MUNICIPAL GOLF COURSE  
CROSSING AND FLEMING ROAD SIDEWALK

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Charleston (hereinafter referred to as the "County") and the CITY OF CHARLESTON, South Carolina (hereinafter referred to as the "City").

WHEREAS, the County will construct the City of Charleston Municipal (hereinafter referred to as the "MUNI") Golf Course Crossing and Fleming Road Sidewalk. The MUNI Golf Course project consists of a HAWK Signal warrant study and construction of a sidewalk leading up to the crossing. The Fleming Road project consists of a new concrete sidewalk from the Maybank Highway/Fleming Road intersection to Standard Way. The project shall also consist of installation of a drainage system along the east side of the road; and

WHEREAS, the City has granted municipal consent of the planned construction pursuant to August 10, 2021 Transportation Committee Meeting; and

WHEREAS, the City hereby agrees to provide a \$71,000 match for the MUNI Golf Course and a \$100,000 match for Fleming Road from the City's General Fund pursuant to the August 10, 2021 Transportation Meeting.

NOW, THEREFORE, in consideration of the foregoing premises mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and the City hereby agree as follows:

**Section 1: Findings.** The above recitals and findings are incorporated herein by reference and made a part of this Agreement.

**Section 2: Delegation of Authority.** The City hereby authorizes the County, and the County hereby agrees to provide the services within its municipal jurisdiction as herein set forth. The County will perform all services hereunder; however, if the City does not adopt ordinances necessary for the County to perform all services hereunder, the County may terminate this Agreement at its sole discretion.

**Section 3: Scope of Services.** Charleston County shall perform in a satisfactory and workmanlike manner the services designated below. Work elements shall be performed in accordance with the following work description. Specific work activities to be undertaken by Charleston County include:

Obligations of the County:

1. The County agrees to procure and administer the construction contract for the MUNI Golf Course Crossing and Sidewalk project and the Fleming Road Sidewalk project pursuant to the approved plans and contract specifications attached hereto and incorporated by reference.
2. The County agrees to submit documentation of the work completed and funds expended with each reimbursement request cost share funds. Each reimbursement request will reflect the City's portion of the matching funds. Reimbursement requests will be submitted to the City on a monthly basis to a maximum of \$71,000 for the MUNI Golf Course and \$100,000 for Fleming Road.
3. The County agrees to manage any warranty claims as required pursuant to the construction contract between the County and the Contractor.

Obligations of the City:

1. The City agrees to provide \$71,000 for the MUNI Golf Course and \$100,000 for Fleming Road cost share funds to a maximum of \$71,000 for the MUNI Golf Course and \$100,000 for Fleming Road from the City's General Fund.
2. The City agrees to pay all reimbursement requests within thirty (30) days of receipt of a reimbursement invoice submitted by the County.

**Section 4: Term.**

1. This Agreement will become effective as of the date listed above, upon execution by authorized representatives of both parties.
2. The term of this Agreement shall be through completion of construction, warranty period and receipt of the final reimbursement request.

**Section 5: Termination for Convenience.** The County, by advance written notice, may terminate this Agreement when it is in the best interests of the County. If this Agreement is so terminated, the County shall be compensated for all necessary and reasonable direct costs of performing the County's Obligations. The City will not be compensated for any other costs in connection with a termination for convenience. The City will not be entitled to recover any damages in connection with a termination for convenience.

**Section 6: Termination for Cause.**

(a) If the City or County breaches any of its obligations under this Agreement, the non-breaching party shall give written notice to the other of such default, specifying with particularity the nature of such default. If the breaching party fails, within thirty (30) days of receipt of such notice of default, to cure such default, or if such default cannot reasonably be cured in a thirty (30) day period, and the breaching party fails to substantially begin such cure within such thirty (30) day period or fails thereafter to diligently pursue completion of such cure, the breaching party shall be deemed to be in default under this Agreement.

(b) If either the City or County defaults, the non-defaulting party shall have the option, in its sole discretion, to terminate this Agreement, effective upon written notice of such termination to the Designated Representative of the Party that is in default, and upon such termination, the non-defaulting Party shall have no further obligation or liability under or pursuant to this Agreement.

**Section 7: Entire Agreement.** This Agreement constitutes the entire understanding between the County and City and supersedes all prior and contemporaneous written and oral agreements regarding the subject of this Agreement. This Agreement may not be changed, altered, amended, modified or terminated orally. Any change, alteration, amendment or modification shall be effective only if written and executed by both the County and the City.

**Section 8: Notices.** Both the County and City designate as a contact for receiving notices pertaining to this Agreement, to include information, coordination, invoice submittals and other Project related matters as follows:

To the County:

Steve Thigpen, P.E.  
Director of Public Works  
County of Charleston  
4045 Bridgeview Drive, Suite B309  
North Charleston, SC 29405

To the City of Charleston

Robert Somerville  
Director of Traffic and  
Transportation  
City of Charleston  
180 Lockwood Drive, Suite C  
Charleston, SC 29403

**Section 9: Successors and Assigns.** This Agreement and all covenants thereof shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto.

**Section 10: Responsibilities and Limitation of Liability.** This Agreement is made upon the express condition that the County, its agents and employees shall be free from any and all liabilities and claims for damages and/or suits for or by reason of any injury, death to any person or property, or failure of the City, its agents or employees, or third

parties (for any reason) to provide services within the City, or any part thereof during the term of this Agreement.

**Section 11: Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of South Carolina. In any litigation arising under this Agreement, the Parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in the Circuit Court within the Ninth Judicial Circuit in Charleston, South Carolina.

**IN WITNESS WHEREOF**, the parties hereto by their authorized representative have signed sealed and delivered this agreement at Charleston, South Carolina on the day year written above.

**WITNESSES:**

**COUNTY OF CHARLESTON**

\_\_\_\_\_  
  
\_\_\_\_\_

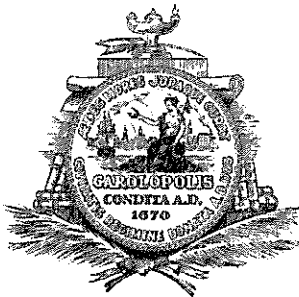
\_\_\_\_\_  
By: Bill Tuten  
Its: County Administrator

**WITNESSES:**

**CITY OF CHARLESTON**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
By: John Tecklenberg  
Its: Mayor



Ratification  
Number \_\_\_\_\_

# AN ORDINANCE

AN ORDINANCE AMENDING CHAPTER 19, ARTICLE XVI, OF THE CODE OF THE CITY OF CHARLESTON, PEDICABS, TO AMEND THE OPERATING DECAL APPLICATION PROCESS AND THE REQUIREMENTS FOR ISSUANCE OF DECALS TO THE SUCCESSFUL BIDDER.

BE IT ORDAINED BY THE MAYOR AND COUNCIL MEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Section 19-464(a)(1) of the Code of the City of Charleston is hereby amended to state as follows (deleted text with strikethrough):

- “(1) The operating decal application form shall require the following information:
- i. The full name, address, and telephone number of the owner;
  - ii. ~~Physical address of the pedicab storage;~~
  - iii. The number of pedicabs to be inspected and a list identifying each pedicab by its model number and unit number;
  - iiii. Such other information as the director of traffic and transportation may require.”

Section 2. Section 19-467(c) of the Code of the City of Charleston is hereby amended to add a new Paragraph (17) to state as follows (new text in bold and underlined):

**“(17) A provision that the successful bidder shall provide the physical address of the pedicab storage location within two (2) weeks after notification of the winning bid before issuance of the operating decal.”**

Section 3. Section 19-467 of the Code of the City of Charleston is hereby amended to add a new Paragraph (e) to state as follows (new text in bold and underlined):

**“(e) No decal shall be issued to a successful bidder until all requirements of this section have been satisfied.”**

Section 4. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_ day of \_\_\_\_\_  
in the Year of Our Lord, 2022, and in the \_\_\_\_ Year  
of the Independence of the United States of  
America.

\_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Cook,  
Clerk of Council



6.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

**SEVEN FARM RD PEDESTRIAN  
CROSSWALK IMPROVEMENTS**

**WHEREAS**, Berkeley County Government (the “**County**”) has entered into an agreement with Banks Construction Company (the “**Contractor**”) for the CTC Road Resurfacing Project (the “**Project**”) dated December 10, 2021; and

**WHEREAS**, the City of Charleston (the “**City**”) is constructing, altering, and/or improving the Pedestrian Crosswalk at Seven Farms Drive on Daniel Island, SC in an effort to improve safety and efficiency; and

**WHEREAS**, the City’s Pedestrian Crosswalk Improvements are occurring within the Project area and have agreed with the County incorporate these improvements within the scope of the Project; and

**WHEREAS**, the City agrees to contribute all necessary funds to complete the Pedestrian Crosswalk Improvements on Seven Farms Drive, currently estimated to be two hundred ten thousand six hundred forty and 95/100<sup>th</sup> US Dollars (\$210,640.95) (the “**City Funds**”), which amount includes and is a total of all amounts listed and further described in the agreement; and

**WHEREAS**, the City further agrees to be responsible for all administrative review, inspection, and approval of the Pedestrian Crosswalk Improvements as completed by the Contractor; and

**WHEREAS**, all amounts attributable to the Pedestrian Crosswalk Improvements shall be payable thirty (30) days from receipt by the City of any itemized invoice from the County; and

**WHEREAS**, the City consents to the completion of the Pedestrian Crosswalk Improvements by the Contractor and wishes to authorize the County to use the aforementioned City Funds for the construction.

**NOW THEREFORE, BE IT AGREED**, that the Contractor shall be responsible for constructing the Pedestrian Crosswalk Improvements as part and in consideration of, completion of the Project.

**AND BE IT FURTHER AGREED**, that the City shall hereby contribute the City Funds to the County for, and in consideration for the completion of the Pedestrian Crosswalk Improvements.

**AND BE IT FURTHER AGREED**, that the City shall be responsible for any cost overruns of change orders that increase the cost of the Pedestrian Crosswalk Improvements above the current amount stated herein.

**AND BE IT FURTHER AGREED**, that all invoices, notices, demands, or other written communications required under this Agreement shall be made in writing, signed by the parties requested, postage prepaid, and (i) if intended for the County, shall be addressed to:

Berkeley County Government  
Attn: Frank Carson, County Engineer  
1003 US Highway 52  
Moncks Corner, SC 29461  
843-719-4179  
[Frank.Carson@berkeleycountysc.gov](mailto:Frank.Carson@berkeleycountysc.gov)

(ii) if intended for City of Charleston, shall be addressed to:

City of Charleston  
Robert Somerville, Director of Traffic and Transportation  
180 Lockwood Drive, Suite C  
Charleston, SC 29403  
843-724-7377  
[somerviller@charleston-sc.gov](mailto:somerviller@charleston-sc.gov)

IN WITNESS WHEREOF, this Agreement was entered into and made a part of the record this \_\_\_\_\_ day of \_\_\_\_\_, 2022 and the original of the Agreement will be filed with Berkeley County and the City of Charleston.

WITNESSESS:

BERKELY COUNTY GOVERNMENT

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
By: John Cribb

\_\_\_\_\_  
Witness 2

Its: County Supervisor

WITNESSESS:

CITY OF CHARLESTON

\_\_\_\_\_  
Witness 1

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

\_\_\_\_\_  
Witness 2

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