

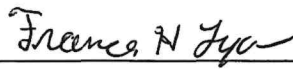
RESOLUTION #2024-02

A RESOLUTION IN SUPPORT OF MUNICIPAL CONSENT AGREEMENT FOR FORT JOHNSON AND CAMP ROADS

WHEREAS, Charleston County (“the County”) proposes to construct a major traffic safety improvement project with a roundabout at Camp and Fort Johnson Roads in the Town of James Island; and

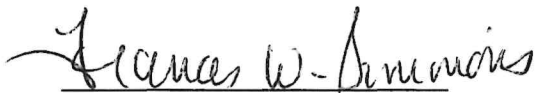
WHEREAS, the Town wishes to authorize and support this critical public safety measure;

NOW, THEREFORE, BE IT RESOLVED, that the Town of James Island hereby consent to the construction of the Camp and Fort Johnson traffic safety improvement project within its corporate limits.



\_\_\_\_\_  
Frances H. Lyon  
Mayor

ATTEST



\_\_\_\_\_  
Frances W. Simmons  
Town Clerk

Adopted and approved this 15 February, 2024

MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT

STATE OF SOUTH CAROLINA )  
 ) RESOLUTION  
COUNTY OF CHARLESTON )

Road/Route: Camp Road and Stone Post Road (S-28); Fort Johnson Road (S-94)  
Project: S-28 (Camp Road) and S-94 (Fort Johnson Road) Intersection Improvements  
Project  
SCDOT Project ID: P041514

WHEREAS, Charleston County (COUNTY) and the South Carolina Department of Transportation (SCDOT) 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 Town of James Island (TOWN); and

WHEREAS, the TOWN wishes to authorize the construction and improvements of the aforesaid highway(s) in accordance with plans to be prepared by the COUNTY with SCDOT approval (“the Project Plans”).

NOW THEREFORE, BE IT RESOLVED that, pursuant to S.C. Code Ann. §57-5-820 (1976, as amended), the TOWN does hereby consent to the construction or improvements of the aforesaid highway(s) within its corporate limits for the Camp Road and Fort Johnson Road Intersection Improvement Project, and further, the TOWN, , does hereby approve of the project as provided for in Code §57-5-830.

BE IT FURTHER RESOLVED, that the foregoing consent shall be the sole approval necessary from the TOWN for SCDOT and the COUNTY to complete the project and constitutes a waiver of any and all other requirements with regard to construction within the TOWN’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 TOWN 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 TOWN will be responsible for the perpetual maintenance of all special or unique features, enhancements, and nonstandard materials incorporated in the project, such as the lighting and landscaping installed within the Town’s limits.

BE IT FURTHER RESOLVED, that the TOWN will assist SCDOT and the COUNTY in causing gas pipes, manholes, or fire hydrants, and all communication lines and equipment, 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. For water and sewer utilities, the TOWN will assist SCDOT and the COUNTY in causing all water and sewer located within the existing right of way to be relocated at the utility company’s expense, except for the portion of relocation cost pursuant to Section 57-5-880 of the Code of Laws of South Carolina, 1976 (“Act 36 of 2019”), where the COUNTY shall bear all the relocation costs of non-prior rights utility work, including design costs, for up to four percent of the original construction bid amount. To the extent that TOWN-owned utilities are to be relocated in accordance with the Project Plans, those utility lines, pipes and/or appurtenances may be replaced upon the new highway right-of-way at such locations as may be approved by SCDOT and the COUNTY. 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 TOWN or its contractors. The TOWN agrees to indemnify and hold harmless 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 TOWN or its contractors. Future utility installations by

the TOWN 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 TOWN 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 sidewalks and 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 15 day of February, 2024, and the original of this Resolution will be filed with the South Carolina Department of Transportation in Columbia and Charleston County in North Charleston.

Dated: 2-16-24

James Island, South Carolina  
Municipality

ATTEST: Francis W. Summons  
Clerk

By: Brook Fye  
Mayor