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CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL WORKSESSION AGENDA
November 12, 2024

STATEMENT OF MEDIA NOTIFICATION

"In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media was duly notified of the time, date, place and agenda of this meeting."

WORKSESSION - City Hall, Planning Conference Room, 1st Floor - 5:00 PM

Please note, this meeting will be broadcasted via zoom and live streamed on Facebook. You can view the meeting at the City's page; City Beaufort SC

I. CALL TO ORDER

A. Philip Cromer, Mayor

II. EMPLOYEE NEW HIRE RECOGNITION

- A. Finance Department - Belinda Rivers
- B. Police Department - Braden Beck, David Chappelle, Andrew Martin
- C. Public Works - Jenna Wilson

III. DISCUSSION ITEMS

- A. General Agreement between the National Park Service and the City of Beaufort, South Carolina
- B. Beaufort SC 116 @ S-597 DOT Project
- C. CIP ARPA Funded Projects Update

IV. ADJOURN



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 11/4/2024
FROM: Laura Waller, Superintendent, Reconstruction Era NHP and Scott Marshall, City Manager
AGENDA ITEM TITLE: General Agreement between the National Park Service and the City of Beaufort, South Carolina
MEETING DATE: 11/12/2024
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

The draft agreement is presented for discussion. Its purpose is to formalize park activities within the National Historic Landmark District, including public interpretive programming such as walking tours and educational programs, and ensure consistency with city ordinances relating to walking tour operation and motorcoach/bus loading and unloading.

The city's ordinances pertaining to regulation of tours are geared toward regulating commercial, for-profit enterprises which is clearly not an accurate description of the Reconstruction Era National Historic Park.

PLACED ON AGENDA FOR: Discussion

REMARKS:

Based on the discussion with Superintendent Waller, Council is encouraged to consider whether a mutual agreement and/or whether exceptions to the City Code of Ordinances would be appropriate to best support Reconstruction Era National Historic Park activities.

ATTACHMENTS:

| Description | Type | Upload Date |
|------------------|--------------|-------------|
| Draft Agreement | Exhibit | 11/5/2024 |
| NPS Presentation | Presentation | 11/5/2024 |

GENERAL AGREEMENT
Between the
NATIONAL PARK SERVICE
Reconstruction Era National Historical Park
and the
The City of Beaufort, South Carolina

This General Agreement (Agreement) is entered into between the National Park Service (NPS), a bureau of the United States Department of the Interior (Department), and the City of Beaufort, South Carolina (City or Partner) for the purpose of clarifying expectations and processes around walking tours within the City that are being undertaken by the NPS at Reconstruction Era National Historical Park (Park or REER). In this Agreement, the Park/Program and Partner are also individually referred to as “Party” and collectively referred to as “Parties.”

Article I. Background and Objectives

Reconstruction Era National Monument (Park)

On January 12, 2017, Presidential Proclamation 9567 established Reconstruction Era National Monument (Park) "to preserve and protect the objects of historic interest associated with the Monument and to interpret the objects, resources, and values related to the Reconstruction Era." In March of 2019, the park’s designation was changed to Reconstruction Era National Historical Park through passage of the Dingell Act.

The park boundary includes approximately 65 acres of land in the Beaufort National Historic Landmark District (NHLD), the town of Port Royal, and on Saint Helena Island, all within Beaufort County South Carolina. Approximately 16 acres of land, or interests in land are controlled by the NPS. The park owns two tracts within the Beaufort NHLD: 706 Craven Street (The Old Beaufort Firehouse), which is now used as a visitor center, and 913 West Street, which was purchased and donated by the park’s philanthropic partner Second Founding of America with the intention it be used as a Learning Center.

The City of Beaufort

The city allows commercial businesses to operate walking and vehicle tours for hire, and has ordinances to regulate those businesses [provide citation] and regulate bus/motorcoach traffic to protect private residents.

Beaufort National Historic Landmark District (NHLD)

The Beaufort National Historic Landmark District (NHLD) has a vast, varied, and nationally significant set of resources such as historic buildings and public spaces that relate thematically to the Reconstruction Era but that are not owned by the NPS.

Background/History of Partnership

[Background and/or history of Partnership. If this is a new partnership, without a history or any particular background information, delete this section]

Objective of this Agreement

The purpose of this General Agreement is to formalize park activities within the NHLD, including public interpretive programming such as walking tours and educational programs, and **ensure consistency with city ordinances relating to walking tour operation** and motorcoach/bus loading and unloading, though the park is not a commercial business.

Article II. Legal Authority

The NPS enters into this Agreement pursuant to the following legal authorities:

- General Authority to Take Actions That Promote and Regulate Units of the National Park System (54 U.S.C. §§ 100101 - 100102): The NPS Organic Act directs the Secretary to promote and regulate National Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely, conservation of the scenery and the natural and historic objects and wildlife therein, and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.
- *Authority to Cooperate with Others on the Administration of Historic Sites (54 U.S.C. § 320103)*: The Secretary is authorized to cooperate with Federal, State and municipal governments, any educational or scientific institution, any patriotic association, or any individual in administering historic sites.
- *The John D. Dingell, Jr. Conservation, Management and Recreation Act (P.L. 116-9)*: The Secretary is authorized to administer Reconstruction Era National Historical Park and the Reconstruction Era National Historic Network.

[Include this section if applicable to the Partner] - The Partner enters into this Agreement pursuant the following legal authorities:

Article III. Responsibilities and Understandings of the Parties

A. The Parties jointly agree to:

1. Participate in regular meetings, to foster close cooperation on agreement implementation.
2. Work together in good faith to resolve differences at the level of the Key Officials listed

in this Agreement prior to elevating matters within the partner organizations or appealing elsewhere within NPS or the federal government.

3. Make timely decisions on matters necessary to properly implement and administer this Agreement.
4. Work in good faith to explore and execute other legal instruments as needed in supplement to this Agreement necessary to meet the mutual objectives of the parties including but not limited to General Agreements, Cooperative Management Agreements and/or Cooperative Agreements.

B. The NPS agrees to:

1. Conduct walking tours within the NHLD that are consistent with the requirements outlined in Beaufort City Code of Ordinances Chapter 11 Section 7 as described below with citations to applicable ordinance.
 - a. As an agency of the U.S. Government, the NPS is not a commercial business and therefore does not hold and is not required to hold a business license as indicated in Sec.7-11072 Licensing of walking tour companies.
 - b. To comply with *Sec. 7-11073 Insurance*, to the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C., Chapter 171, the NPS will be liable for the negligent or other wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment. The NPS's commitment to pay any lawful liability incurred by the NPS under this Agreement is backed by the full faith and credit of the United States.
 - c. To comply with *Sec. 7-11074 General operating regulations*:
 - i. The NPS will not trespass on private property nor block streets or access to driveways and will be responsible for removal of any generated trash. The NPS holds general agreements with some private property owners that allow access to grounds, porches, parking lots, and similar, and therefore groups may go onto these properties as agreed to with private landowners. See appendix for current agreements.
 - ii. The NPS will not allow the consumption of alcoholic beverages during walking tours.
 - iii. The NPS employees will refuse service to any visitor/tour participant that appears to be impaired or disorderly.
 - iv. Walking tours will not occur during adverse weather, to include **[define conditions]**
 - v. The NPS will not use speaker phones or amplification devices, and all

narration will conform to city noise ordinances.

vi. [define limits to participants]

vii. Employees conducting a walking tour are federal employees who have obtained extensive background checks and have a federal credential. These employees will be uniformed and wearing an individually numbered, issued NPS badge.

d. To comply with *Sec. 7-11075 Hours of Operation*, the NPS will only operate walking tours during permitted hours. Walking tours are typically held at 11:00 AM and 2:00 PM, except on Sundays, when they only occur at 2:00 PM.

e. In accordance with *Sec. 7.11076 Special Events*, [define how we will notify the city of anticipated inconsistency with ordinances related to special events]

f. The NPS will complete and submit via email to the Director of Downtown Operations quarterly reporting relating to tour participant statistics.

g. The NPS will submit to the City a list of routine tour stops and routes.

2. Coordinate with visitors arriving by bus/motorcoach to convey appropriate unloading and loading zones and city requirements for motorcoach permits.

C. The Partner agrees to:

1. Regularly communicate any changes to City ordinances affecting NPS activities in the NHLD.

2.

Article IV. Term of Agreement

This Agreement will be in effect for a period of two (2) years beginning on the date the last signature is affixed to this Agreement, unless terminated earlier in accordance with Article V. of this Agreement.

Article V. Modification and Termination

A. **Modification:** This Agreement may be modified only by written agreement of the Parties, which is signed and executed by the Parties' authorized representatives.

- B. **Termination:** Any Party may terminate this Agreement for any reason by giving advance written notice of at least sixty (60) calendar days. Termination shall be effective on the date specified in the termination notice.
- C. **Extension:** This Agreement may be extended only by written agreement of the Parties and for a period no longer than 12 months from the expiration of the Agreement. Such an extension must be signed and executed by the Parties' authorized representatives.

Article VI. Key Officials

The personnel specified below are considered essential to the successful coordination and communication between the [Partner or Partners] and the [Park or NPS program] for the responsibilities and understandings described in this Agreement. Upon written notice to the other Party (or Parties) in this Agreement, that Party may designate an alternate to act in place of the designated Key Official or designate a new Key Official. Notices from either Party with respect to this Agreement must be in writing and delivered by mail, personal delivery, electronic delivery, or other appropriate means to the Key Officials of the other Party at the addresses or contact information indicated below.

For Reconstruction Era National Historical Park:

Name: Laura Waller

Title: Superintendent – Reconstruction Era National Historical Park and Historic Network

Address: 706 Craven Street, Beaufort, SC 29902

Email: Laura_Waller@nps.gov

Phone Number: 843-941-3674

For the City of Beaufort :

Name:

Title:

Address:

Email:

Phone Number:

Article VII. Standard Clauses

- A. **Non-Discrimination:** All activities pursuant this Agreement must be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, and must be in compliance with the requirements of all applicable federal laws, regulations, or policies prohibiting such discrimination. Applicable federal laws, regulations and policies include: Executive Order 11246; Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §§ 2000d); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); and the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101).

- B. **Obligation of NPS Funds:** Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the NPS, the Department, or the United States of America to any current or future expenditure of funds in excess or advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate the NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. **Prior Approval:** The Partner must obtain prior written approval from the NPS before:
1. Holding special events within the Park;
 2. Entering into third-party agreements materially related to this Agreement;
 3. Assigning or transferring this Agreement or any part thereof;
 4. Constructing any structure or making any improvements within the Park's boundaries; or
 5. Releasing any public information that refers to the Department, the NPS, the Park, any NPS employee (by name or title), this Agreement or the responsibilities and understandings of the Parties described in this Agreement.
- D. **Compliance with Applicable Laws:** This Agreement and performance hereunder is subject to all applicable laws, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.
- E. **Disclaimers of Federal Government Endorsement:** The Partner will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly, or implicitly, that the federal government, the Department, the NPS, [the Park or Program] or any NPS employees endorse the Partner's business, goods, or services. All materials referring to the federal government, the Department, the NPS, the Park, and any NPS employees must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department from recognizing the partnership or contributions made by the Partner(s) to NPS, and from authorizing an inclusion of such recognition in materials generated by the Partner related to this Agreement.
- F. **Waiver:** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- G. **No Agency or Employment Relationship:** The Partner is not an agent or representative of the United States, the Department of the Interior, the NPS, or the Park nor will the Partner represent itself as such to third parties. The NPS is not an agent or representative of the Partner, nor will the NPS represent itself as such to third parties. This Agreement is not

intended to and shall not be construed to create an employment relationship between NPS and the Partner or its representatives. No representative of the Partner shall perform any function or make any decision properly reserved by law or policy to the federal government.

- H. **Interest of Member of Congress:** Pursuant to 41 U.S.C. § 22, no Member of, Delegate to, or Resident Commissioner in Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- I. **Liability:** The Partner will be liable to the extent provided by law for any property damage, personal injury or death, caused by the negligent or wrongful acts or omissions of their respective employees, while acting within the scope of their employment. To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C., Chapter 171, the NPS will be liable for the negligent or other wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment. The NPS's commitment to pay any lawful liability incurred by the NPS under this Agreement is backed by the full faith and credit of the United States.
- J. **Non-Exclusive Agreement:** This Agreement in no way restricts either the NPS or the Partner from entering into similar agreements, or participating in similar activities or arrangements, with other parties as long as those agreements do not restrict or contradict the terms of this Agreement.
- K. **Partial Invalidity:** If any provision of this Agreement, or the application of such provision, is determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and shall remain in full force and effect.
- L. **Disputes:** The Parties agree that in the event of a dispute between them, NPS and the Partner shall promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation or other forms of non-binding alternative dispute resolution practices that are mutually acceptable to the Parties.
- M. **Freedom of Information Act:** Pursuant to 5 U.S.C. § 552, any information provided to the NPS under this Agreement is subject to the Freedom of Information Act.

Article VIII. Signatures of Authorized Representatives

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the last signature is affixed.

FOR THE City of Beaufort:

[Name of signatory for partner organization] Date
[Title of signatory]
[Name of partner organization]

FOR THE NATIONAL PARK SERVICE:

Mark Foust Date
Regional Director (or designee)
South Atlantic-Gulf Region

Laura Waller Date
Superintendent
Reconstruction Era National Historical Park

Article IX. List of Attachments

[If the Agreement includes Attachments, list those attachments here and also reference them in the appropriate section/s of the Agreement. If there are no attachments, delete Article IX.]



Beaufort NHLD Operations

Reconstruction Era National Historical Park

November 2024

Background

- In Spring 2024, it was brought to NPS attention that walking tours in the Beaufort NHLD were often not consistent with existing ordinances for commercial walking tours.
- To ensure cooperation and consistency, the NPS is seeking a general agreement and/or ordinance exceptions to clearly define NPS walking tours in the Beaufort NHLD.
- The NPS does not operate and will not on private property unless we have a General Agreement with the property owner to do so (e.g., Tabernacle and First African Baptist Churches).



General Management Plan 2024



BEAUFORT NATIONAL HISTORIC LANDMARK DISTRICT MANAGEMENT STRATEGIES

The management concept for the Beaufort National Historic Landmark District sees the Old Beaufort Firehouse as the primary initial contact point for visitors to Reconstruction Era National Historical Park. From there, visitors would be exposed to the history of the Reconstruction era and its lasting effects on American society. Visitors would also receive wayfinding to connect them with other parts of the park in Port Royal and on St. Helena Island. The firehouse would also be a starting point to experience more aspects of Reconstruction history in Beaufort, through tours of the wider Beaufort National Historic Landmark District. Tours would be NPS-guided, self-guided, or commercially led, and the landscape of the district, particularly zones with high concentrations of Reconstruction-era features, would feature enhanced pedestrian amenities and interpretive waysides.

The management strategies for the Old Beaufort Firehouse incorporate recommendations of its historic structure report (2019). These strategies also present concepts to enhance the appreciation and understanding of Reconstruction-era history in Beaufort. Most of the following strategies (Table 5. Beaufort National Historic Landmark District – Management Strategies) are dependent on partners for execution.

| Category | Strategy Description |
|-------------------------|--|
| Expanded interpretation | <p>The National Park Service has identified three areas in the non-NPS-owned Beaufort National Historic Landmark District that contain important resources associated with the Reconstruction era (figure 2). In these areas, park staff would focus on expanded interpretive efforts and work with the city and partners to establish consistent interpretive waysides, pedestrian amenities (e.g., benches, tour stops, wayfinding), and tour operations related to Reconstruction-era history or resources. Other specific properties (figure 2) would also be prioritized for interpretive opportunities via partnerships, including the Robert Smalls House (see appendix B for descriptions of these properties).</p> <p>Tours accessing the interpretive areas may be NPS-led, self-guided, commercial, or otherwise managed by partners. The National Park Service would provide aid to partners and commercial tours in the form of collaboration or training and technical assistance. Park staff would work with the City of Beaufort to ensure that NPS-led tours would not inappropriately compete with commercial tour operations and would account for neighbor/public perspective. The National Park Service would work with the City of Beaufort and commercial tour operators to ensure that NPS-led tour sizes do not exceed visitor capacities for these areas and properties.</p> |

Specific Issues

- As a federal entity, the NPS does not carry liability insurance, as required for a commercial walking tour company .
- Commercial tour operators are required to be licensed by the City.
- The NPS does not charge for walking tours, and therefore tours may occasionally exceed the 20 participants/tour allowed for commercial operators.
- Ordinances only allow a certain number of commercial operators, and the NPS is currently in one of those slots, though we are not a commercial operator.



Walking Tour Statistics*

| | Walking tours that entered The Point | Participants in walking tours that entered The Point | Robert Smalls Property Programs | Robert Smalls Property Program Participants | All Other Walking Tours | All Other Walking Tour Participants |
|-------|--------------------------------------|--|---------------------------------|---|-------------------------|-------------------------------------|
| FY24 | 47 | 271 | 2 | 8 | 333 | 2097 |
| FY23 | 27 | 171 | 33 | 259 | 256 | 1346 |
| FY22* | | | | | 281 | 1721 |
| FY21* | | | | | 156 | 1078 |
| FY20* | | | | | 22 | 125 |
| TOTAL | 74 | 442 | 35 | 267 | 1048 | 6367 |

*Data does not include school field trips. We estimate no more than 5 field trip groups had over 20 participants

** Prior to FY23, NPS did not track where walking tours went in the NHLD

| | | | |
|-------------------------|--|-----|--------------|
| Walking Tours Total | | | 1,422 |
| Tour Participants Total | | | 7,076 |
| | | Avg | 4.9 per tour |

| FY24 Walking Tours with more than 20 participants | |
|---|---|
| 9/25/2024 | 24 participants |
| 4/16/2024 | Likely exceeded: 3 tours for 48 total participants (avg 16 - so possible one exceeded 20) |
| 3/19/2024 | Conducted three tours that day, notes indicate one exceeded 20 when a family walked up mid-tour |
| 3/6/2024 | Special Program: Black Businesses of Craven Street - 35 participants |
| 2/24/2024 | 2 tours with a total of 52 participants (avg 26/tour) |
| 1/17/2024 | 33 participants from Beaufort Senior Leaders (Tour went Bay Street loop) |

Thank you!

Laura Waller

Superintendent

Reconstruction Era National Historical Park

Reconstruction Era National Historic Network

843-941-3674

laura_waller@nps.gov



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 11/4/2024
FROM: JJ Sauve
AGENDA ITEM TITLE: Beaufort SC 116 @ S-597 DOT Project
MEETING DATE: 11/12/2024
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

Mr. Keith Riddle, PE, with SCDOT will be present to discuss a DOT project for SC 116 @ S-597 that involves the installation of a traffic circle. This project is being coordinated by DOT with Beaufort County, and a portion of the proposed traffic circle is located within the city limits of Beaufort. SCDOT is requesting a resolution of support from the City of Beaufort.

This is a federally funded Project under the Highway Safety Improvement Program and it is planned to be a single lane roundabout. SCDOT hopes to begin Right of Way Negotiations in late 2024 and start construction on this project in late 2025. SCDOT held a Public Information Meeting for this project on August 1, 2024, at Burton Wells County Park, 1 Middleton Recreation Dr., Beaufort, SC 29906 from 5 pm to 7 pm.

PLACED ON AGENDA FOR: Discussion

REMARKS:

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| Proposed Resolution in Support of the Project | Backup Material | 11/6/2024 |
| SCDOT Presentation | Backup Material | 11/6/2024 |

MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT

STATE OF SOUTH CAROLINA)
)
CITY OF BEAUFORT) RESOLUTION

Road/Route **SC 116 @ S-597 (LAUREL BAY RD. @ STANLEY FARM RD.)**
Project **Single Lane Modern Roundabout**
PIN **P041048**

WHEREAS, the South Carolina Department of Transportation (SCDOT) proposes to construct, reconstruct, alter, or improve the certain segments of the highway(s) in the State Highway System referenced above which are located within the corporate limits of the City of Beaufort (hereinafter, “the City”).

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

NOW THEREFORE, BE IT RESOLVED that, pursuant to S.C. Code Ann. §57-5-820 (1991), 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. The foregoing consent shall be the sole approval necessary from the City 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 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 SCDOT. SCDOT 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. 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.”

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 South Carolina Department of Transportation 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 the _____ day of _____, _____ and the original of this Resolution will be filed with the South Carolina Department of Transportation at Columbia.

Dated: City of Beaufort, South Carolina
Municipality

ATTEST: By: _____

Clerk

Intersection Improvement Project – SC 116 (Laurel Bay Rd.) @ S-597 (Stanley Farm Rd.)

Presented by:
Keith Riddle – Program Manager – Traffic Safety
November 12, 2024

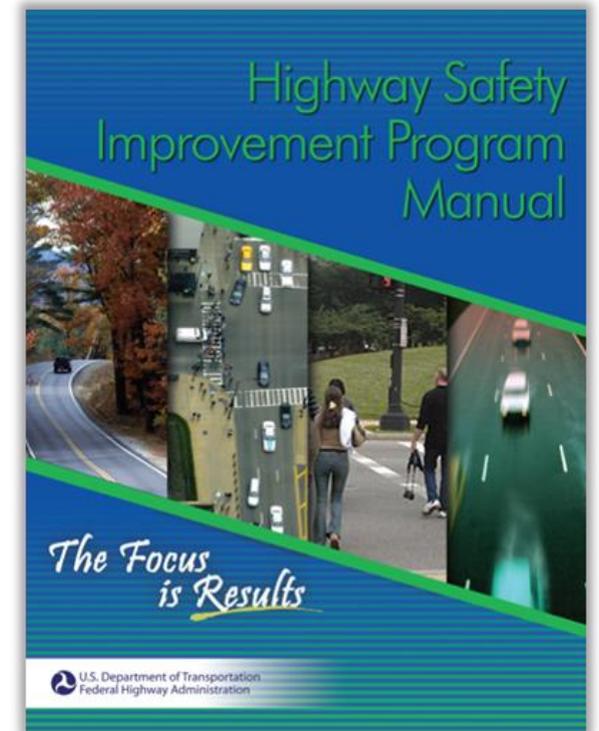


South Carolina Department of Transportation

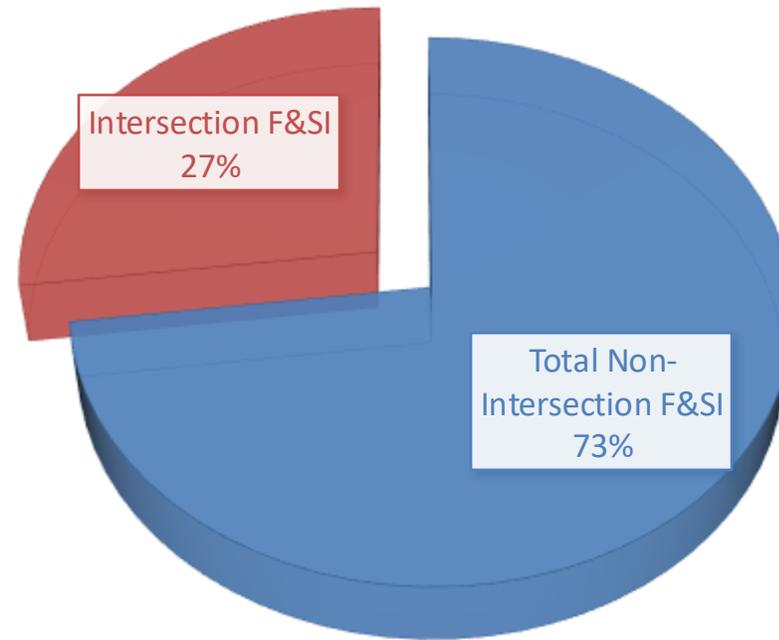
SCDOT Highway Safety Improvement Program (HSIP)

For a location to be eligible for HSIP funding, it must:

- Address a priority in the Strategic Highway Safety Plan
- Be identified through a data-driven process
- Contribute to the reduction of fatal and serious injury crashes



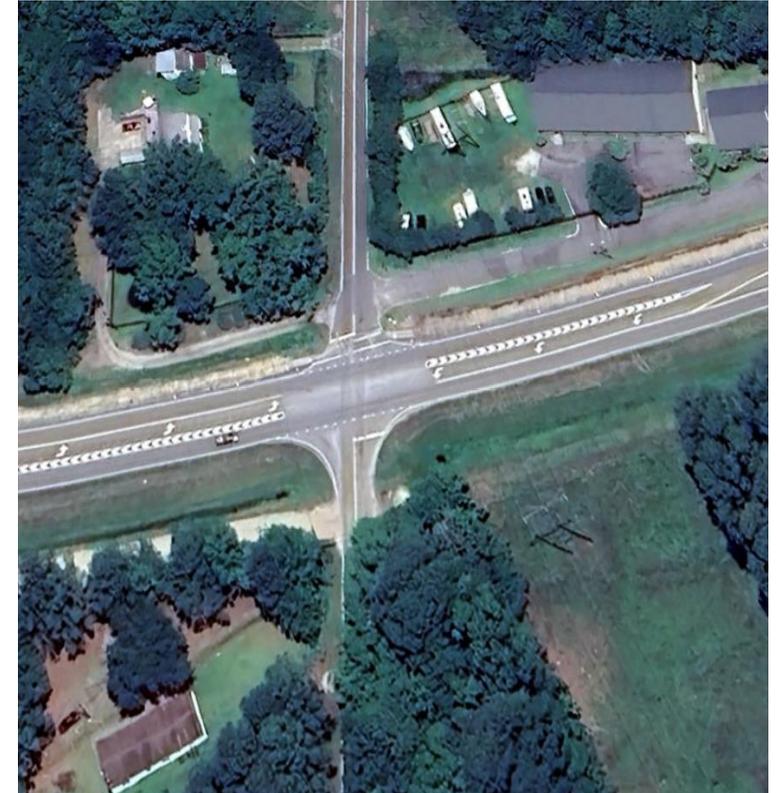
Intersection Safety



Over a recent five year period, roughly 27% of all fatal & serious injury (F&SI) crashes in South Carolina occurred at an intersection

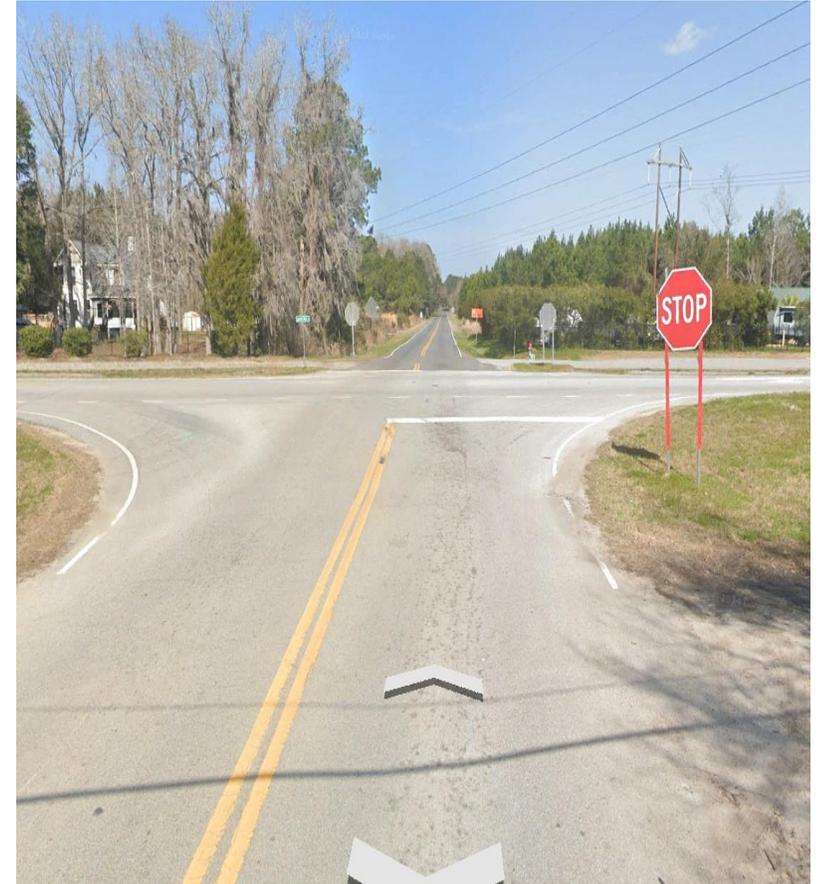
SC 116 (Laurel Bay Rd.) @ S-597 (Stanley Farm Rd.)

- Laurel Bay Rd.
 - 2-lane major collector
 - Around 7,100 vehicles per day (3% large trucks)
 - 55 mph speed limit
- Stanley Farm Rd.
 - 2-lane local road
 - Around 1,650 vehicles per day (5% large trucks)
- Intersection is a 2-way stop with left turn lanes on SC 116



SC 116 (Laurel Bay Rd.) @ S-597 (Stanley Farm Rd.)

- Intersection was selected due to a high crash rate
- In a recent 4 year period, there were 19 total crashes, 16 of which were right-angle crashes
 - 10 of the 19 crashes caused an injury, and there was 1 crash that caused a fatality
 - Most crashes occurred during the day under dry conditions



SC 116 (Laurel Bay Rd.) @ S-597 (Stanley Farm Rd.)

- A Project was initiated and a traffic study was done by an independent third party (consultant)
- The traffic study analyzed 3 alternatives:
 - All-Way Stop
 - Traffic Signal Installation
 - Single-Lane Roundabout
- Roundabout was recommended as safest option



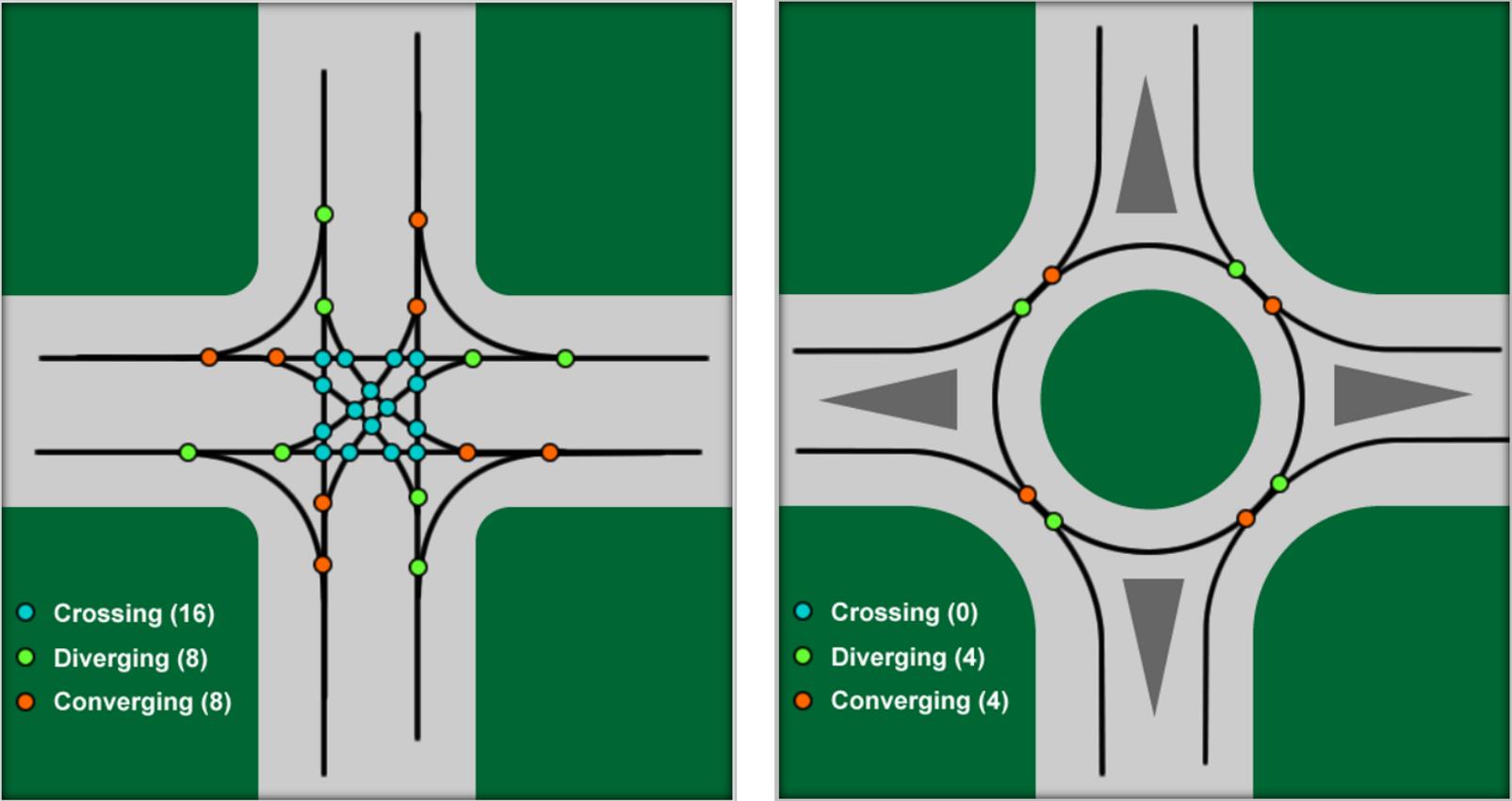
What is a roundabout?

- A roundabout is a circular intersection in which traffic flows counterclockwise around a center island. There are no traffic signals or stop signs in a roundabout.
- All approaches are controlled with a Yield sign.
- Large trucks and emergency vehicles can easily navigate the roundabout.
- Roundabouts are replacing traditional intersections because they are safer and can enhance the operation of the intersection.



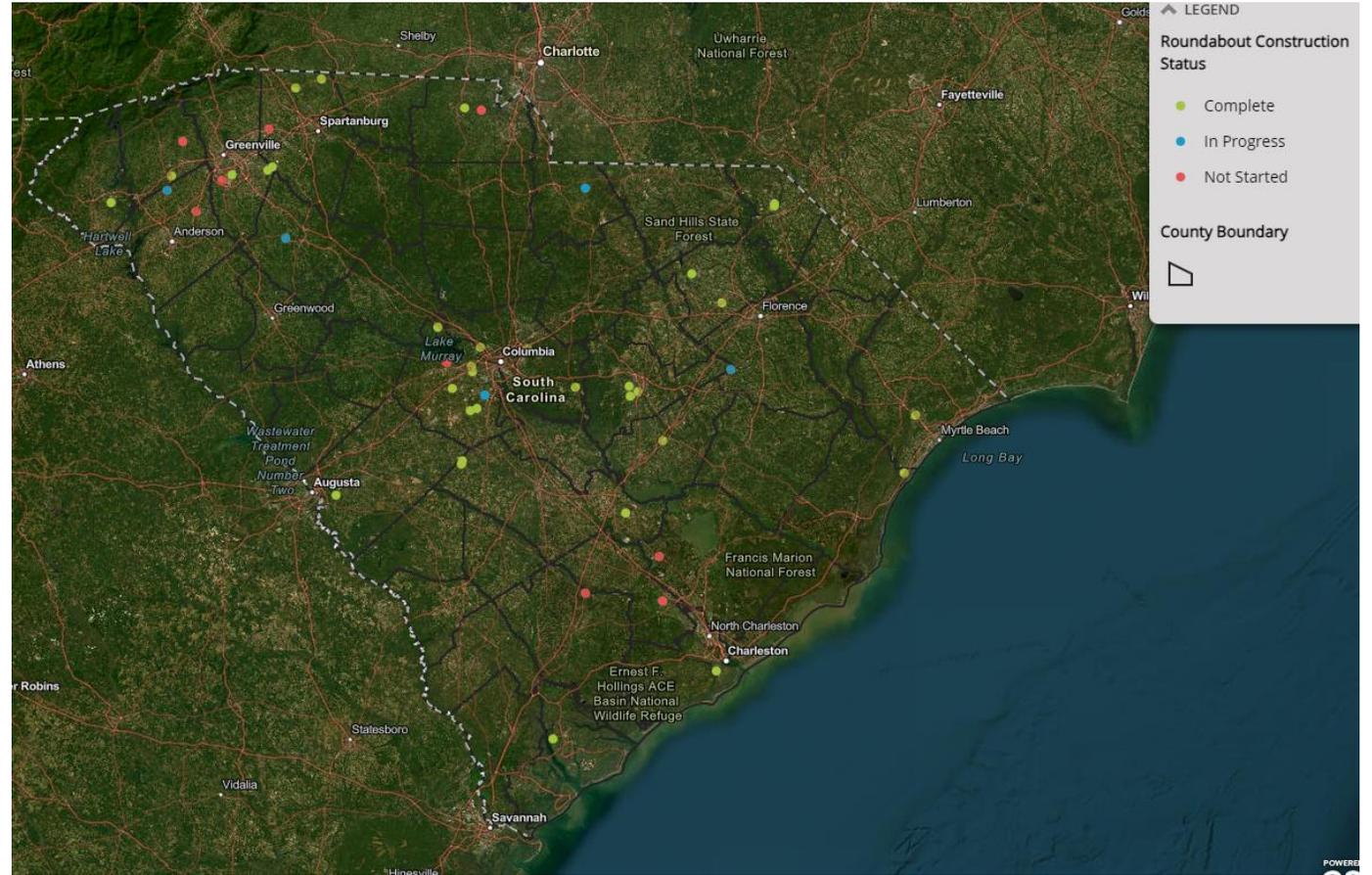
What makes a roundabout safer?

Conflict Point reduction

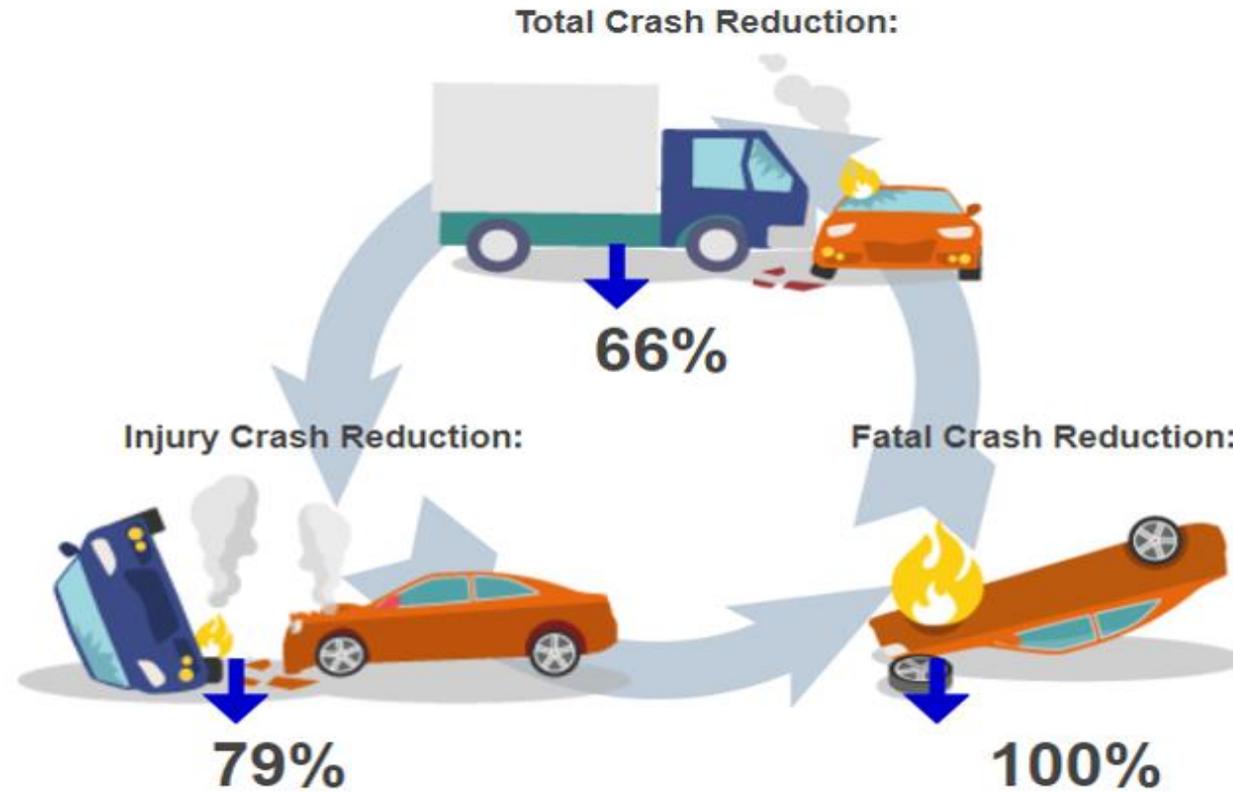


Current Roundabouts

- The Traffic Safety Office has installed 35 roundabouts statewide with 20 more in development or under construction



Current Roundabouts



Current Roundabouts

- Similar roundabout in Beaufort County at Joe Frazier Rd. @ Pine Grove Rd./Morrall Dr. completed in August 2012
 - 2.5 miles away
- Before/After Study
 - Total crashes reduced from 17 to 3
 - Injury crashes reduced from 7 to 1
 - Right angle crashes reduced from 14 to 0



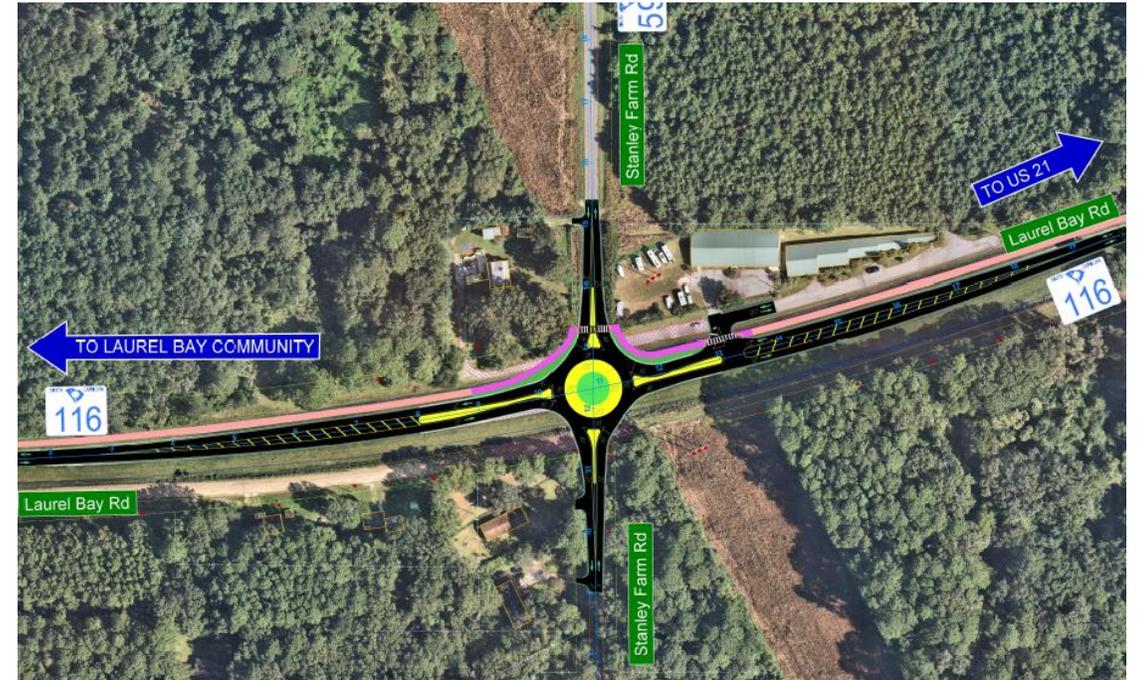
Why not a Traffic Signal?

- Roundabouts are safer because they remove conflict points
- Federally mandated Traffic Signal warrants weren't met
 - Installing a traffic signal where warrants aren't met can increase crashes
- Over the life of the Project, costs are similar between a roundabout and a new traffic signal
 - Maintenance costs
 - Power costs



Current Status of Project

- Preliminary Plans are developed and under review
- A Public Meeting was held on August 1, 2024 at Burton Wells Rec Center
 - 10 attendees
 - 8 comments received
- Anticipated Schedule
 - Design is completed and Right-of-Way Acquisition begins: Early 2025
 - Construction begins: Early 2026
 - Construction Duration: 18 months
- Estimated Cost: \$2.5M (federally funded)



Project Website



Thank you!



South Carolina Department of Transportation

#ProgressisourPriority



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 11/6/2024
FROM: JJ Sauve
AGENDA ITEM TITLE: CIP ARPA Funded Projects Update
MEETING DATE: 11/12/2024
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

The attached memorandum is an update on ongoing CIP Projects with ARPA funding. CIP staff will be present to answer questions for Council. There will be a more in-depth look at these projects during the November 26, 2024, CIP Quarterly Worksession.

PLACED ON AGENDA FOR: Discussion

REMARKS:

ATTACHMENTS:

| Description | Type | Upload Date |
|-------------------------------------|------------|-------------|
| CIP and ARPA Funded Projects Update | Cover Memo | 11/6/2024 |

Scott Marshall
CITY MANAGER
843-525-7070

John Sauvé
ASSISTANT CITY MANAGER
843-379-7525



CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

COUNCIL MEMBERS:
Philip E. Cromer, Mayor
Mike McFee, Mayor Pro Tem
Neil Lipsitz
Mitch Mitchell
Josh Scallate

Tuesday November 5, 2024

MEMORANDUM

To: City Council

From: J.J. Sauvé, *Assistant City Manager*

Re: Capital Improvement Program and ARPA Funding Update

I. Summary Report

This memorandum restates and focuses on ARPA funded capital projects discussed in the October CIP Monthly Report. A detailed discussion with questions and answers for all projects is scheduled during the CIP Quarterly Worksession on November 26, 2024, at 5 pm.

II. Project Updates

Downtown/Point Stormwater Projects

These projects are all nearing 100% design completion. The CIP Team is actively working with the engineers, SCOR, and RIA/SCIIP to develop bid packages for construction of the projects. The current holds on all of the projects are all due to permitting and utility coordination. Because the City is considered a sub-recipient of ARPA funds through the state grants, these projects do not have to be under contract for construction by December 31, 2024, but they must be completed prior to December 31, 2026.

Battery Shores Stormwater

McCormick Taylor has completed design and permitting is moving forward for the improved outfall and retention pond. Bid documents are being prepared for construction at this time. Anticipated construction contract award in December.

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Duke Street Streetscape and Stormwater

Davis & Floyd is currently working towards 100% design and pursuing permitting and utility coordination. Bid documents are being prepared for construction at this time. Anticipated construction contract award in December, with a construction start date in Q-1 of 2025 pending final permitting and utility coordination.

Pigeon Point Landing

An RFP for design/build services has been issued and the City received a single bid at closing on October 31. The design build contract requested separable pricing for the boat ramp, dock, and master planning services. The CIP Team is currently engaging with the single bidder on pricing and phasing. The CIP Team plans further discussion on this project for the November 26, 2024 CIP Quarterly Worksession.

Pigeon Point Playground

Staff have worked with the state procurement contract to received proposed design ideas from approved vendors. A public survey will go out in November with the intention of entering into a contract for construction in December.

Carnegie Library Repairs

This project was bid out for a third time with no qualified bidders. Staff are exploring emergency procurement options due to water incursion and air quality complaints from tenants.

Waterfront Park Engineering Services

Review committee reviewed the three bids received and interviewed the top two qualified bidders. The top qualified bidder has been selected and the CIP Team is currently engaging with the contractor on pricing and phasing options with the intention of bringing a contract forward in December.

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Battery Shores Paving

The City received a quote within budget from the County's contracted paving provider. County Council approved an MOU to provide the paving services for this project. The MOU is before City Council during the November 12, 2024, meeting.