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City of Beaufort
1911 Boundary Street
Beaufort Municipal Complex
Beaufort, South Carolina 29902
(843) 525-7070

**City Council Regular Meeting - Amended Agenda
November 18, 2025**

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."

Regular Meeting - Amended - Council Chambers, 2nd Floor - 7:00 PM

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

- I. Call to Order - Philip Cromer, Mayor**
- II. Invocation and Pledge of Allegiance - Mayor Pro Tem, Michael McFee**
- III. Public Comment - Agenda Items**
 - A. PLEASE LIMIT YOUR REMARKS TO FIVE MINUTES - The Mayor may interrupt public comments that continue past five minutes, are not related to an agenda item, or are disruptive - Persons violating these rules may be required to leave the meeting - [Public Comment Form](#)
- IV. Meeting Agenda Approval**
- V. Presentations**
 - A. City Manager Employee Recognition of Al Amelly, Public Works Department
- VI. Proclamations/Commendations/Recognitions**
 - A. Character Education Proclamation, Chyna Mikell, Beaufort Middle School
 - B. Proclamation proclaiming November 2025 as Alzheimer's Awareness Month
 - C. Proclamation proclaiming November 20, 2025, as World Pancreatic Cancer Day
 - D. Proclamation proclaiming November 29, 2025, as Small Business Saturday
 - E. Proclamation proclaiming November 30, 2025, as Artists Sunday
 - F. Proclamation proclaiming December 5, 2025, as Arbor Day
- VII. Consent Agenda**

- A. CIP Monthly Report
- B. Community Development Monthly Report
- C. Downtown Operations Monthly Report
- D. Finance Department Monthly Report
- E. Fire Department Monthly Report
- F. Human Resources Monthly Report
- G. IT Monthly Report
- H. Municipal Court Monthly Report
- I. Police Department Monthly Report
- J. Public Works Monthly Report
- K. Request from Gullah Traveling Theater for co-sponsorship of the Henry C. Chambers Waterfront Park to host the Sea Island Christmas Taste of Gullah & Rice Cook-Off on Saturday, December 6, 2025, from 9:00 am – 5:00 pm.
- L. Request from The Beaufort Railroaders for 10 parking spaces for the 31st annual railroad exhibit in the Beaufort Library, December 7–14, 2025.
- M. Request from Chabad Greater Hilton Head for co-sponsorship for Chanukah Menorah Lighting on Sunday, December 14, 2025, 3:30 pm - 7:00 pm in the Henry C. Chambers Waterfront Park.
- N. Request from Holy Trinity Classical Christian School to host the 7th annual Swing Bridge Run 5K on Saturday, October 31, 2026, from 6:00 am to 10:00 am.
- O. Request from the Beaufort Yacht Club for a waiver of drinking in public in the Henry C. Chambers Waterfront Park on Saturday, December 6, 2025, from 5:00 pm to 8:00 pm for their annual Christmas Party.
- P. Approval of the Council Meetings Schedule and Holiday Schedule for 2026

VIII. Minutes

- A. Worksession and Regular Meeting - October 14, 2025

IX. Old Business

- A. An Ordinance to amend City of Beaufort Ordinance 2025/13 regarding the Fiscal Year 2025-2026 City of Beaufort Budget to provide for the revenues and expenditures of General Fund, Parks and Tourism Fund, Stormwater Fund and American Rescue Plan Act Fund- Second Reading
- B. An Ordinance to update the Operation of Golf Carts within the City of Beaufort Pursuant to § 56-2-90 of the South Carolina Code - Second Reading

X. New Business

- A. Request from Project Freedom 326 for street closures to host Juneteenth Parade on Friday, June 19, 2025, from 8:30 am to 11:30 am
- B. An Ordinance to amend the Code of the City of Beaufort, Part 6 -Health and Sanitation, Chapter 1 - Garbage Collection and Disposal - First Reading
- C. An Ordinance amending the Business License Ordinance of the City of Beaufort to update the Class Schedule as required by Act 176 of 2020- First Reading
- D. An Ordinance to amend City of Beaufort Ordinance 2025/13 regarding the fiscal year 2025-2026 City of Beaufort Budget to provide for the revenues and expenditures of General Fund, Stormwater Fund, and Capital Projects Fund - First Reading
- E. Tourism Development Advisory Committee (TDAC) State Accommodations Tax Grant Award Recommendations
- F. Authorization to allow the City Manager to enter into a Contractual Agreement for Washington Street Park Phase II
- G. An Ordinance to amend Chapter 3 of Part 6 and Chapter 2 of Part 3 of the City of Beaufort, South Carolina's Code of Ordinances to make the release of balloons within the City of Beaufort unlawful - First Reading
- H. Ordinance to Amend Chapter 4 of Part 6 of the City of Beaufort, South Carolina's Code of Ordinances to Adopt the Beaufort County Animal Control Ordinance - First Reading
- I. Resolution Opposing the Proposed Installation of Erosion Control Structures at 5 Cane Island Farm Road (R123 018 0000 076 0000)
- J. Resolution to approve a Memorandum of Understanding between the City of Beaufort and Beaufort County Regarding the 1st South Carolina Volunteers of African Descent Park
- K. Resolution authorizing the temporary waiver of parking fees in the Downtown Marina Parking Lot and delegating authority to the City Manager to set the end date of the Free Parking Period
- L. A resolution empowering the City Manager to issue temporary licenses for the advertising and sale of merchandise on public property in Downtown Beaufort, South Carolina by Downtown Merchants and Retailers whose businesses may be adversely affected by construction associated with the Charles/Craven Street Stormwater Project
- M. Approval of order denying Beaufort Redevelopment Incentive Program Appeal
- N. Reappointment of Dick Stewart to the Beaufort Jasper Housing Trust

XI. Public Comment - Non-Agenda Items

- A. PLEASE LIMIT YOUR REMARKS TO FIVE MINUTES - The Mayor may interrupt public comments that continue past five minutes, or are disruptive - Persons violating these rules may be required to leave the meeting - [Public Comment Form](#)

XII. Reports

- A. City Manager's Report
- B. Mayor Report
- C. Reports by Council Members

XIII. Executive Session

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding the purchase or sale of property
- B. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Receipt of legal advice regarding current and pending litigation
- C. Pursuant to Title 30, Chapter 4, Section (70) (a) (1) of the South Carolina Code of Law: Discussion regarding personnel employed by City Council

XIV. Adjourn



PROCLAMATION

WHEREAS, the character education movement reinforces the social, emotional, and ethical development of students; and

WHEREAS, schools, school districts and states are working to instill important core ethical and performance values including caring, honesty, diligence, fairness, fortitude, responsibility, and respect for self and others; and

WHEREAS, character education provides long-term solutions to moral, ethical, and academic issues that are of growing concern in our society and our schools; and

WHEREAS, character education teaches students how to be their best selves and how to do their best work; and

WHEREAS, the Eleven Principles of Effective Character Education include: Promoting core ethical and performance values; Teaching students to understand, care about and act upon these core ethical and performance values; Encompassing all aspects of the school culture; Fostering a caring school community; Providing opportunities for moral action; Supporting academic achievement; Developing intrinsic motivation; Including whole-staff involvement; Requiring positive leadership of staff and students; Involving parents and community members; and assess results and strives to improve; and

WHEREAS, the Beaufort County School District's Character Education program was formed to support parents' efforts in developing good character in their children; and

WHEREAS, the purpose of the Character Education program is to integrate good character traits into the total school environment, as well as into the community; and

WHEREAS, each school's counselor identified a list of character words and definitions deemed important regardless of a person's political leanings, race, gender, or religious convictions; and

WHEREAS, the words are friendship, kindness, acceptance, courage, tolerance, respect, gratitude, compassion, citizenship, perseverance, honesty, integrity, self-control, forgiveness, responsibility and cooperation; and

WHEREAS Cyna Mikell was selected as the winner by Beaufort Middle School as the student of the month.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims September 2025 as

CHYNA MIKELL AS BEAUFORT MIDDLE SCHOOL STUDENT OF THE MONTH

The City of Beaufort thereby pronounces *Acceptance* as the word for the month of September and applauds Chyna Mikell, the Beaufort County School District, and Beaufort Middle School for their work and specifically honors Chyna Mikell as Beaufort Middle School student of the month.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 18th day of November 2025.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk



PROCLAMATION

WHEREAS, Alzheimer's Disease is a progressive degenerative disease of the brain causing deterioration in memory, judgment and reasoning ability; it affects behavior, emotions and ability to perform self-care; and

WHEREAS, according to the South Carolina Department of Health and Human Services, Alzheimer's is the 5th leading cause of death of citizens 65 and older; and

WHEREAS, according to the Center for Disease Control and Prevention, more than 7.2 million people in the United States are living with Alzheimer's; and

WHEREAS, Alzheimer's is the most common form of dementia; and currently there is no known cure; and

WHEREAS, according to the Alzheimer's Disease Facts & Figures, an average of 2,466 people are diagnosed with the disease daily, and by 2060 there could be 1 million new cases of the disease each year; and

WHEREAS, neither Medicare nor most private health insurance covers the long-term services and support most people with dementia need; and

WHEREAS, it is estimated that there are over 219,000 unpaid caregivers of persons with Alzheimer's disease in South Carolina; and

WHEREAS, , for 37 years Alzheimer's Family Services of Greater Beaufort provided countless hours of care, education and support through their In-Home Respite Program, Early Memory Loss Program, Social Day Program,, Caregiver Support Group, and Living with Alzheimer's Disease Support Group to Alzheimer's Patients and their families of the Greater Beaufort community.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims November 2025 as

ALZHEIMER'S AWARENESS MONTH IN THE CITY OF BEAUFORT

The City of Beaufort recognizes individuals, families, friends and caregivers dealing with the devastating effects of Alzheimer's disease, and the educational programs and support services provided by the Alzheimer's Family Services of Greater Beaufort.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 18th day of November 2025.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk



PROCLAMATION

WHEREAS, in 2025, an estimated 67,440 people will be diagnosed with pancreatic cancer in the United States and 51,980 will die from the disease ; and

WHEREAS, pancreatic cancer is one of the deadliest cancers, is currently the third leading cause of cancer death in the United States, and is projected to become the second leading cause around 2030;

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate at just 13 percent;

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally in later stages, and 90 percent of pancreatic cancer patients die within the first five years;

WHEREAS, approximately 820 deaths will occur in South Carolina in 2025;

WHEREAS, pancreatic cancer is the seventh most common cause of cancer-related death across the world;

WHEREAS there were an estimated 510,992 new pancreatic cancer cases diagnosed worldwide in 2022;

WHEREAS the good health and well-being of the residents of Beaufort are enhanced as a direct result of increased awareness about the symptoms and risks of pancreatic cancer, and research into early detection, causes, and effective treatments.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims, November 20, 2025, as

WORLD PANCREATIC CANCER DAY

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 18th day of November 2025.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk



PROCLAMATION

Whereas, small businesses fuel innovation, strengthen local identity, generate jobs and contribute to vibrant downtowns and commercial districts across our state; and

Whereas, Small Business Saturday offers a dedicated opportunity to encourage residents to shop local, dine local, spend local, and invest in the entrepreneurs and legacy businesses that make our historic districts unique; and

Whereas, the Main Street America network -- representing more than 1,275 designated communities -- reported in 2024 over \$7.65 billion in reinvestment in public and private improvements, 10,126 building rehabilitations, 33,835 net new jobs, and 6,324 net new businesses, yielding a reinvestment ratio of \$21.73 for every dollar invested; and

Whereas, in the United States there are an estimated 34.7 million small businesses (99.9% of all U.S. firms) employing approximately 59 million people and contributing nearly half of the nation's GDP; and

Whereas, Main Street South Carolina -- established in 1983 and housed in the Municipal Association of South Carolina continues to advance downtown revitalization statewide, generating more than \$970 million in public-private investment across South Carolina's historic districts over the past 42 years; and

Whereas, Main Street SC communities celebrate local assets, cultivate entrepreneurship, and strengthen the economic vitality of their commercial districts through collaborative partnerships, strategic investment, and a proven economic development model; and

Whereas Beaufort, South Carolina supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, the City Council of the City of Beaufort, South Carolina hereby proclaims, November 29, 2025, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 18th day of November 2025.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk



PROCLAMATION

WHEREAS, Artists Sunday was established in 2020 to celebrate local artists who are creating works that delight our heart, soul, and mind; and

WHEREAS, the creative industries remain among the most vital sectors of the American economy representing 4.2% of Gross Domestic Product, according to the Bureau of Economic Analysis, providing new opportunities for job creation, economic activity and making communities attractive to business development; and

WHEREAS, the arts enhance and enrich the lives of everyone in America, and play a unique role in the lives of our families, in our beautiful city of Beaufort, our state, and our country, and we aspire to be a Top Small-Town Arts Community; and

WHEREAS, communities, large and small, coast-to-coast, are coming together as one voice in support of local artists, creators and performers this November 30, 2025; and

WHEREAS, this nationwide event, spearheaded locally by Main Street Beaufort and the Freedman Arts District with partners Beaufort Area Hospitality Association and the Cultural District, champions local artists and promotes the giving of the arts during the holiday season.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina do hereby proclaim Sunday, November 30, 2025, as

ARTISTS SUNDAY

in Beaufort, South Carolina, and call upon our community members to celebrate the creative energy in our community, and to specifically encourage greater participation by said community members in supporting our local artists, creators, makers and performers this holiday season.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 18th day of November 2025.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk



PROCLAMATION

WHEREAS, Arbor Day has been a special day set aside for the planting of trees for the past 153 years and is now observed throughout our nation and the world; and

WHEREAS, the City of Beaufort has been designated as a Tree City by the Arbor Day Foundation for the past 33 years; and

WHEREAS, trees can reduce the erosion of our precious topsoil by the wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, beautify our city, and provide habitat for wildlife; and

WHEREAS, trees wherever they are planted are a source of beauty, joy, and spiritual renewal.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims December 5, 2025, as

ARBOR DAY

and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, urges all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 18th day of November 2025.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/06/2025
From: Raul Dominguez, Capital Projects Director
Item Name: CIP Monthly Report
Meeting Date: November 18, 2025
Department: City Managers Office

Background Information:

Introduction:

Monthly report for September 2025.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. CIP

Scott Marshall
CITY MANAGER
843-525-7070



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

MEMORANDUM

To: City Council

From: Raul Dominguez CIP Director

Re: Capital Improvement Program September Monthly Report

I. Summary Report

The CIP Department continues to conduct weekly and bi-weekly meetings with our engineering and contracting partners on our ongoing projects. The next few months will be quite busy for both CIP and the City as we kick off much awaited and needed capital projects. This report will focus on those projects breaking ground all others will be updated at our November Quarterly Workshop.

Washington Street Park: Phase one of the park will be coming to an end soon and it is our hope to move straight into phase 2. While there have been some weather delays in the last few months materials and lead times have also played a small role in completion.

Southside Phase 2: Phase 2 layout plans are almost complete; I expect to have those for presentation at the upcoming quarterly meeting.

Bayard St: Project is in the permitting stages and agreement being signed with stakeholders of parcel associated with the outfall.

Waterfront Park Relieving Platform: The city is entering into phase 2A of this project and is awaiting further reporting from the engineers so far as estimated costs and potential designs.

Scott Marshall
CITY MANAGER
843-525-7070



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

King St: Project will be underway the week of November 10th. Materials have been ordered and pending arrival for first phase. Contractors and engineers have laid out the progression schedule with the utilities everyone is on board. More in depth coverage of this project will be given at the quarterly update.

Charles/Craven: Exploratory work has been in anticipation of start. The contractor has had to pivot the starting area, and the city has held meetings with all who are going to be affected by this change. More in depth coverage of this project will be given at the quarterly update.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/06/2025
From: Curt Freese, Community Development Director
Item Name: Community Development Monthly Report
Meeting Date: November 18, 2025
Department: Community Development Department

Background Information:

Introduction:

Monthly Report for September 2025.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Community Development



CURRENT PROJECTS

SEPTEMBER 2025

Issued Project Permits:

COMMERCIAL (Issued)

- Pine Court Apartments – 2305 - 2317 Pine Court S. – new 60-unit apartment complex (5 buildings) – **issued – Resubmitted 8/2022 – Reissued 10/25/22- Reissued 7/25/24**
- Tabby Place Expansion – 913 Port Republic Street – **Issued 12/20/22 (extended)**
- Site Work Only – 918 Craven Street – **Issued 12/20/22 (extended)**
- New Hotel – 800 Port Republic Street – **Issued 12/21/22 (extended)**
- Parking Garage – 918 Craven Street – **Issued 12/21/22 (extended)**
- BMH – 955 Ribaut Road – Large Interior Renovations – **Issued 12/19/23**
- BMH – 955 Ribaut Road – ER Renovations – **Issued 12/09/24**
- Storage Facility – 1 Parris Island Gtwy. – **Issued 1/18/24 (extended)**
- Carrington Manor – 2247 Boundary Street – Senior Living Bldg. – **Issued 1/25/24**
- Pointe Grand Apts. – 135 Burton Hill Road – Site Work Only – **Issued 4/10/24**
- Pointe Grand Apt Bldgs. – 135 Hillpointe Circle – **Issued 12/23/24**
- Hanover Park Apt Bldgs. – 139 Robert Smalls Pkwy. – **Issued 8/27/24**
- Storage/Residential Living – 1140 Ribaut Road phase 1 – **Issued 12/04/24**
- Storage/Residential Living – 1140 Ribaut Road phase 2 and 3 – **Issued 03/29/25**
- ALDI – 361 Robert Smalls Pkwy. – Site Work – **Issued 1/28/25**
- ALDI – 361 Robert Smalls Pkwy. – Bldg. – **Issued 02/06/25**
- Laundry Facility – 73 Schein Loop – **Issued 1/30/25**
- Washington Street Park – 1011 Washington Street – Addition/Renovations – **Issued 2/13/25**
- Boat Landing Renovation – 2440 Pigeon Point Road – **Issued 3/25/2025**
- Pigeon Point Park Renovation – 1512 Pigeon Point Road – **Issued 4/22/2025**
- Georgia Skin & Cancer- 1261 Ribaut Road – **Issued 07/02/2025**
- Life Center – 1801 Duke Street – Issued **07/09/2025**
- Cane Island Phase 1 – Site Work (Grading) – 5 Cane Island Farm Road – **Issued 07/09/25**
- Old Jail – Reroof – 1409 King Street – **Issued 07/18/2025**
- Cherokee Brick – 3484 Trask Pkwy. – **Issued 7/30/2025**

COMMERCIAL (Pending)

- 3-Story Apt Bldg. w/1st Floor as Comm. – 211 Charles Street – **(Outstanding Items - extended)**
- 15,056 Metal Warehouse – 25 John Galt Road – **(Outstanding Items)**
- Site Work for Warehouse – 123 Schork Road **(Outstanding Items)**
- Upfit for The Vitamin Shoppe – 351B Robert Smalls Pkwy **(In review)**

SF RESIDENTIAL (New Construction) ISSUED within the last month

- 1103 Salty Hammock Court (Salem Bay Subd)
- 1215 Kipling Drive (Salem Bay Subd)

- 6 Meridian Road (Whitehall Subd)
- 4 Harborview Circle (Whitehall Subd)
- 1211 Kipling Drive (Salem Bay Subd)
- 1213 Kipling Drive (Salem Bay Subd)
- 1221 Kipling Drive (Salem Bay Subd)
- 1217 Kipling Drive (Salem Bay Subd)
- 1219 Kipling Drive (Salem Bay Subd)
- 1220 Kipling Drive (Salem Bay Subd)
- 1216 Kipling Drive (Salem Bay Subd)

SF RESIDENTIAL (New Construction) SUBMITTED within the last month

- 709 Greene Street (**Outstanding Items**)
- 611 Arnold Drive (**Outstanding Items**)
- 1316 Talbird Road – Site Work – 7 lot Residential Subdivision
- 1607 Duke Street (**Outstanding Items**)
- 1609 Duke Street (**Outstanding Items**)
- 104 Whitehall Drive (**Outstanding Items**)
- 106 Whitehall Drive (**Outstanding Items**)
- 108 Whitehall Drive (**Outstanding Items**)
- 110 Whitehall Drive (**Outstanding Items**)
- 1605 Deanne Drive (**Outstanding Items**)
- 204 Harborview Drive (**Outstanding Items**)
- 2206 Spanish Court (**Outstanding Items**)
- 2202 B.E. Wheatley Drive (**Outstanding Items**)
- 1102 Greene Street (**Outstanding Items**)

Historic Review:

HRB (Historic Review Board) Scheduled:

- **811 Congress Street, PIN R120 004 000 0104 0000, sketch approval**

The applicant is requesting conceptual approval for a new construction duplex at 811 Congress Street.

- **1107 Prince Street, PIN R120 004 000 0503 0000, alterations, additions**

The applicant is requesting final approval for various alterations & additions to exterior & interior, including interior addition of a bedroom (front), expansion of kitchen/dining areas, new front porch (unscreened), new side porch (screened) as well as new terrace at the rear of dwelling and a new driveway.

HTRC:

- 1411 North Street (Contributing – fmr. Emil E. Lengnick House; c. 1907) – Request for discussion on placement and development code compliance regarding two proposed accessory structures (garage and guest house) at the side/rear of the current historic dwelling;
- 1015 Bay Street (Hotel - Non-Contributing, c. 1965) – Request for replacement of brick knee wall & sidewalk pavers in front of motel that encircles prominent Live Oak tree

- 403 Carteret Street (Commercial - Non-Contributing, c. 1965) – Request for installation of canvas sail-shaped shades and general discussion on outdoor patio for future “Sister Sister Deli & Market”;
- 1203 Prince Street (Residential - Vacant lot) – Request for construction of new single-family residence with detached garage (in-fill development);
- 212 New Street (Residential - Contributing, c. 1907) – Request for in-kind repairs, incl. porch boards, trims and paint;
- 1008 Washington Street (Residential - Non-Contributing, c. 1967) – Request for placement of screened-in porch at rear of existing dwelling;
- 506 Craven Street (Hotel - Non-Contributing, c. 1965) – Request for alterations to existing dwelling, incl. enclosing existing rear porch & adding new screened porch as well as construction of new garage with apartment above; Submitted by Robert Montgomery (Architect)

TRC:

- **Annexation request for enabling large-scale development of residential/mixed-use community (214 Seabrook Rd.; PIN: R100 012 000 0010 0000)** – As a result of the Beaufort County Northern Regional Plan Implementation Committee (NRPIC) Meeting on 8/22/2025, discussion on proceeding with annexation of 325 ac. into the City of Beaufort for future development of Seabrook Farms;
- **Follow-up on proposed Lady’s Island Middle School Rebuild Ph. 1 & 2 (30 Cougar Dr.; PIN: R123 015 000 0110 0000)** – Discussion on new site plan, phasing as well as stormwater management and permitting procedures;
- **Expansion plans for St. James Orthodox Church (9 & 33 Tekoa Ln.; PIN: R120 007 000 0028/-0029/-00030 0000)** – With acquisition of adjacent properties, the parish of St. James Orthodox Church is looking into possibilities for development and expansion of current church and small parish cemetery;
- **Request for staff input/feedback for new master-planned, mixed-use development (441 Robert Smalls Pkwy.; PIN: R120 028 000 0138 0000)** – Request for feedback on City planning & permitting procedures, utilities, access & stormwater mgmt., and fire protection;

PC (Planning Commission):

PC (Planning Commission)

- Short Term Rental Ordinance Changes, Section 3.6.2
-
- Accessory Dwelling Unit Changes, Section 3.11.2, and Section 4.5.3

ZBOA (Zoning Board of Appeals):

ZBOA (Zoning Board of Appeals) Scheduled:

- None

Tenant Change (Safety Inspections)

- 2201 Boundary Street_ Proposed Bus: "Divine Beauty Society"
- 811 Bay Street _ Proposed Bus: "Bay Street Studios LLC"
- 5 Verdier Bluff Road_ Proposed Bus: "Hobbit Hill – BMH Learning Center"
- 3659 Trask Pkwy_ Proposed Bus: "Garage Auto Sales LLC"
- 15 Sams Point Road_ Proposed Bus: Message Therapy "TheraSolutions LLC"
- 69 Robert Smalls Parkway Suite 1B_ Proposed Bus: "Resolute LLC"

Permits

New Construction - Residential Dwellings & Commercial Structures 2025

Month	Single Family	Multifamily	Commercial	Permit Fees
Jan	14	0	2	\$76,939.00
Feb	15	0	1	\$64,212.50
Mar	13	0	0	\$34,333.10
Apr	16	0	0	\$43,795.20
May	10	0	0	\$31,323.80
Jun	5	0	0	\$20,336.80
Jul	9	0	1	\$26,005.20
Aug	8	0	0	\$28,914.40
Sep	11	0	0	\$30,076.00
Oct		0	0	
Nov				
Dec				
Totals	101	0	4	\$355,936.00

Total Residential Units: 105

Note: The total permit fees collected does not include impact fees.

	2025	
Month	Total Permits	Permit Fees Collected
Jan	83	\$102,854.09
Feb	89	\$77,962.09
Mar	116	\$70,670.29
Apr	106	\$56,917.73

May	96	\$48,165.86
Jun	85	\$33,039.35
Jul	103	\$55,518.64
Aug	99	\$42,701.13
Sep	109	\$41,170.95
Oct		
Nov		
Dec		
Totals	886	\$529,000.13

Note: The total permit fees collected does not include impact fees.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/06/2025
From: Linda Roper, Downtown Operations Director
Item Name: Downtown Operations Monthly Report
Meeting Date: November 18, 2025
Department: Downtown Operations

Background Information:

Introduction:

Monthly Report for September 2025.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Downtown Operations

MAIN STREET BEAUFORT

September Monthly Report



Meetings & Events Attended:

Cultural District Advisory Board Meeting: Prepared materials and provided ongoing board support.

Lowcountry Young Professionals Networking Event: Attended to connect and engage with other area professionals.

Leadership Beaufort Retreat: Participated in the opening retreat to meet fellow classmates and gain deeper insight into the Beaufort community.

Main Street Coffee Break: Joined the statewide Main Street check-in to share ideas and tools for supporting local businesses.

Downtown Drainage Update: Attended in support of local hospitality partners and conducted business check-ins during the event.

Main Street Q3 Training: Attended South Carolina Main Street training in Dillon, focusing on a mini transformation workshop and strategies to apply those tools in Beaufort.

Meeting with Freedman Arts District: Discussed partnership opportunities for Artists Sunday and explored ways Main Street Beaufort can continue to strengthen the event.

Execution & Planning

First Friday (September 4, 2025): Successfully organized and hosted the monthly community event in Downtown Beaufort.

Main Street Meet Up: Coordinated with SK Signs & Designs to feature Coastal Expeditions as part of the ongoing series spotlighting local merchants and downtown businesses.

Lowcountry Conversations: Joined Shawn on Lowcountry Conversations to promote the upcoming Beaufort Shrimp Festival.

Beaufort Shrimp Festival: Continued assisting with planning, logistics, and trailer loading in preparation for the event.

WEBSITE TOTAL VIEWS



1,921

Main Street Beaufort eNewsletter

Month	Recipients	Open Rate	Opened
September	163	68%	102



INSTAGRAM INSIGHTS

TOP-PERFORMING CONTENT

109

REACH

↗ 41.6%

434

VIEWS

↘ 15.2%

153

Views

57

Reach



FACEBOOK INSIGHTS

TOP-PERFORMING CONTENT



73.2K

VIEWS

↗ 5.1%

11,816

Views

6,893

Reach

33K

REACH

City of Beaufort Downtown Operations & Community Services

Events & Tour Coordinator Activity Report

September 2025

Highlights – September 2025:

- Assisted Main St for First Friday
- Working with CDAB to add additional events to 2026's A Taste of Beaufort
- Met with organizers for:
 - Patriot Day Event and Procession
 - Christmas Parade
- Park Ordinances/Rule Updates
 - Started the process of updating park ordinances and rules with Public Works
- 2025 Shrimp Final Planning and Execution
- Tour Guides
 - July – September
 - Tour Totals: 1,231 with 6,482 people attending
 - Carriages were closed in July and August. Returned in September.
- Parks
 - Reservations are increasing for fall and winter dates
 - 2026 reservations are picking up

Park Reservations September 2025

Location	Wedding	Special Event	Birthday or Baby Shower	Other	Festival	Attendance	
						-50	50+
Pigeon Point Park			7		4	11	
Southside Park			4	9		13	
The Bluff							
Washington St. Park				4		4	
Waterfront Park		1		5		5	1
Whitehall Park				1		1	
Other							
Totals	0	1	11	19	4	34	1

*Washington Street Park remains closed for construction, however Friday community dinners and the United Way's shower trailer are still conducting their services every other week.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/06/2025
From: Alan Eisenman, Finance Director
Item Name: Finance Department Monthly Report
Meeting Date: November 18, 2025
Department: Finance Department

Background Information:

Introduction:

Monthly Report for September 2025.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Finance Department

Scott Marshall
CITY MANAGER
843-525-7070
FAX 843-525-7013



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

Dear Mayor, Members of City Council and City of Beaufort Stakeholders:

The City of Beaufort September 2025 financial statement is included in your agenda packet. This financial statement includes the City's Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance (aka Income Statement). It also includes Budgetary Comparison Schedules for the City's fiscal year 2026 budgeted funds which include General Fund, TIF II Fund, Capital Projects Fund, Parks and Tourism Fund, American Rescue Plan Act (ARPA) Fund, Stormwater Fund, State Accommodations Tax Fund, and Fire Impact Fees Fund.

With September being the 3rd month of the fiscal year 2026, recurring revenues and expenditures should be 25% of the budget. General Fund revenues are 5.9% of the budget while expenditures are 21.6% of the budget.

I'll be happy to answer any questions that you may have as you review the City's September 2025 financial statements.

Thanks,

Alan Eisenman CPA CGFO
Finance Director

CITY OF BEAUFORT, SOUTH CAROLINA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	General Fund	TIF II Fund	Capital Projects Fund	Parks and Tourism Fund	American Rescue Plan Act Fund	Stormwater Fund	Other Governmental Funds	Total Governmental Funds
ASSETS								
Cash and cash equivalents	\$ 15,767,017	\$ 94,865	\$ 2,490,352	\$ 4,422,306	\$ 2,259,073	\$ 49,574	\$ 1,981,011	\$ 27,064,198
Taxes receivable, net	244,426	-	-	-	-	57,205	-	301,631
Other receivables	569,635	-	230,794	64,925	-	-	-	865,354
Inventories and other assets	38,352	-	-	-	-	-	-	38,352
Restricted cash and cash equivalents	-	3,833,739	-	2,302,476	-	653,643	26,168	6,816,026
Total assets	<u>16,619,430</u>	<u>3,928,604</u>	<u>2,721,146</u>	<u>6,789,707</u>	<u>2,259,073</u>	<u>760,422</u>	<u>2,007,179</u>	<u>35,085,561</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES								
Liabilities:								
Accounts payable	668,125	-	72,330	78,453	3,514	17,148	34,856	874,426
Due to other governments	57,339	-	-	-	-	-	-	57,339
Unearned revenue	-	-	-	-	1,552,356	-	-	1,552,356
Accrued liabilities	134,484	-	-	50,918	-	1,133	3,142	189,677
Deposits and escrow	480,780	-	-	20,450	-	-	23,617	524,847
Total liabilities	<u>1,340,728</u>	<u>-</u>	<u>72,330</u>	<u>149,821</u>	<u>1,555,870</u>	<u>18,281</u>	<u>61,615</u>	<u>3,198,645</u>
Deferred Inflows of Resources:								
Unavailable revenue - property taxes	2,091,418	-	-	-	-	40,614	-	2,132,032
Total deferred inflows of resources	<u>2,091,418</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>40,614</u>	<u>-</u>	<u>2,132,032</u>
Fund balances:								
Nonspendable:								
Inventories	26,355	-	-	-	-	-	-	26,355
Cemetery	-	-	-	-	-	-	7,246	7,246
Restricted	1,577,099	3,928,604	2,648,816	4,337,410	703,203	47,884	1,902,270	15,145,286
Committed for:								
Land Acquisition	1,057,028	-	-	-	-	-	-	1,057,028
Vehicle and equipment replacement	1,865,039	-	-	-	-	-	-	1,865,039
Redevelopment	1,573,499	-	-	-	-	-	-	1,573,499
Capital Projects	1,247,829	-	-	2,302,476	-	653,643	-	4,203,948
Law enforcement	-	-	-	-	-	-	36,048	36,048
Assigned for:								
Subsequent year's budget	73,615	-	-	-	-	-	-	73,615
Unassigned	5,766,820	-	-	-	-	-	-	5,766,820
Total fund balances	<u>13,187,284</u>	<u>3,928,604</u>	<u>2,648,816</u>	<u>6,639,886</u>	<u>703,203</u>	<u>701,527</u>	<u>1,945,564</u>	<u>29,754,884</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 16,619,430</u>	<u>\$ 3,928,604</u>	<u>\$ 2,721,146</u>	<u>\$ 6,789,707</u>	<u>\$ 2,259,073</u>	<u>\$ 760,422</u>	<u>\$ 2,007,179</u>	<u>\$ 35,085,561</u>

CITY OF BEAUFORT, SOUTH CAROLINA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE MONTH ENDED SEPTEMBER 30, 2025

	General Fund	TIF II Fund	Capital Projects Fund	Parks and Tourism Fund	American Rescue Plan Act Fund	Stormwater Fund	Other Governmental Funds	Total Governmental Funds
REVENUES								
Property taxes	\$ 12,135	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,135
Other taxes	-	-	-	1,201,197	-	-	5,105	1,206,302
Franchise fees	192,876	-	-	-	-	-	-	192,876
Fines and forfeitures	19,928	-	-	-	-	-	-	19,928
Licenses and permits	438,629	-	-	-	-	-	10,385	449,014
Intergovernmental	791,028	-	-	-	389,777	-	-	1,180,805
Charges for services	95,619	-	-	70,132	-	16,591	-	182,342
Investment earnings	112,317	13,706	7,052	26,798	23,921	4,358	3,497	191,649
Miscellaneous	15,316.00	-	-	-	-	-	-	15,316
Total revenues	<u>1,677,848</u>	<u>13,706</u>	<u>7,052</u>	<u>1,298,127</u>	<u>413,698</u>	<u>20,949</u>	<u>18,987</u>	<u>3,450,367</u>
EXPENDITURES								
Current:								
General government	1,104,118	-	-	-	32,859	-	221,281	1,358,258
Law enforcement	1,818,763	-	-	474,393	-	-	-	2,293,156
Fire and emergency	1,803,878	-	-	-	-	-	-	1,803,878
Public works	504,926	-	-	-	-	168,612	-	673,538
Culture and recreation	-	-	-	394,300	-	-	-	394,300
Streets	260,114	-	-	-	-	-	-	260,114
Community development	299,313	-	-	286,426	-	-	-	585,739
Debt Service:								
Principal	211,230	-	-	287,212	-	88,750	-	587,192
Interest and other charges	174,138	-	-	21,885	-	22,300	-	218,323
Capital Outlay	-	42,200	331,070	125,000	-	-	-	498,270
Total expenditures	<u>6,176,480</u>	<u>42,200</u>	<u>331,070</u>	<u>1,589,216</u>	<u>32,859</u>	<u>279,662</u>	<u>221,281</u>	<u>8,672,768</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(4,498,632)</u>	<u>(28,494)</u>	<u>(324,018)</u>	<u>(291,089)</u>	<u>380,839</u>	<u>(258,713)</u>	<u>(202,294)</u>	<u>(5,222,401)</u>
OTHER FINANCING SOURCES (USES)								
Issuance of revenue bonds	-	-	-	-	-	-	-	-
Transfers in	-	-	840,109	-	-	-	-	840,109
Transfers out	-	-	-	(294,296)	(356,918)	(188,895)	-	(840,109)
Total other financing sources (uses)	<u>684,000</u>	<u>-</u>	<u>840,109</u>	<u>(294,296)</u>	<u>(356,918)</u>	<u>(188,895)</u>	<u>-</u>	<u>684,000</u>
Net change in fund balances	(3,814,632)	(28,494)	516,091	(585,385)	23,921	(447,608)	(202,294)	(4,538,401)
Fund balances - beginning	<u>17,001,916</u>	<u>3,957,098</u>	<u>2,132,725</u>	<u>7,225,271</u>	<u>679,282</u>	<u>1,149,135</u>	<u>2,147,858</u>	<u>34,293,285</u>
Fund balances - ending	<u>\$ 13,187,284</u>	<u>\$ 3,928,604</u>	<u>\$ 2,648,816</u>	<u>\$ 6,639,886</u>	<u>\$ 703,203</u>	<u>\$ 701,527</u>	<u>\$ 1,945,564</u>	<u>\$ 29,754,884</u>

**CITY OF BEAUFORT, SOUTH CAROLINA
COMBINING BALANCE SHEET
OTHER GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	<u>Special Revenue Funds</u>			<u>Permanent Fund</u>	<u>Total-Other Governmental Funds</u>
	<u>State Accommodations Tax Fund</u>	<u>Fire Impact Fees Fund</u>	<u>Drug Control and Prevention Fund</u>	<u>Cemetery Fund</u>	
ASSETS					
Cash and cash equivalents	\$ 1,340,601	\$ 597,116	\$ 36,048	7,246	\$ 1,981,011
Other receivables	-	-	-	-	-
Restricted cash and cash equivalents	-	-	26,168	-	26,168
Total assets	<u>1,340,601</u>	<u>597,116</u>	<u>62,216</u>	<u>7,246</u>	<u>2,007,179</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	34,856	-	-	-	34,856
Other accrued expenses	3,142	-	-	-	3,142
Deposits and escrow	-	-	23,617	-	23,617
Total liabilities	<u>37,998</u>	<u>-</u>	<u>23,617</u>	<u>-</u>	<u>61,615</u>
Fund balances:					
Nonspendable:					
Cemetery	-	-	-	7,246	7,246
Restricted	1,302,603	597,116	2,551	-	1,902,270
Committed for:					
Law enforcement	-	-	36,048	-	36,048
Total fund balances	<u>1,302,603</u>	<u>597,116</u>	<u>38,599</u>	<u>7,246</u>	<u>1,945,564</u>
Total liabilities and fund balances	<u>\$ 1,340,601</u>	<u>\$ 597,116</u>	<u>\$ 62,216</u>	<u>\$ 7,246</u>	<u>\$ 2,007,179</u>

CITY OF BEAUFORT, SOUTH CAROLINA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
OTHER GOVERNMENTAL FUNDS
FOR THE MONTH ENDED SEPTEMBER 30, 2025

	<u>Special Revenue Funds</u>			<u>Permanent Fund</u>	<u>Total-Other Governmental Funds</u>
	<u>State Accommodations Tax Fund</u>	<u>Fire Impact Fees Fund</u>	<u>Drug Control and Prevention Fund</u>	<u>Cemetery Fund</u>	
REVENUES					
Other taxes	\$ 5,105	\$ -	\$ -	\$ -	\$ 5,105
Licenses and permits	-	10,385	-	-	10,385
Investment earnings	3,415	-	82	-	3,497
Miscellaneous	-	-	-	-	-
Total revenues	<u>8,520</u>	<u>10,385</u>	<u>82</u>	<u>-</u>	<u>18,987</u>
EXPENDITURES					
Current:					
General government	221,281	-	-	-	221,281
Debt Service					-
Principal	-	-	-	-	-
Interest and other charges	-	-	-	-	-
Total expenditures	<u>221,281</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>221,281</u>
Excess of revenues over expenditures	<u>(212,761)</u>	<u>10,385</u>	<u>82</u>	<u>-</u>	<u>(202,294)</u>
OTHER FINANCING SOURCES (USES)					
Transfers out	-	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	(212,761)	10,385	82	-	(202,294)
Fund balances - beginning	<u>1,515,364</u>	<u>586,731</u>	<u>38,517</u>	<u>7,246</u>	<u>2,147,858</u>
Fund balances - ending	<u>\$ 1,302,603</u>	<u>\$ 597,116</u>	<u>\$ 38,599</u>	<u>\$ 7,246</u>	<u>\$ 1,945,564</u>

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE MONTH ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Property taxes	\$ 9,969,172	\$ 9,969,172	\$ 12,135	\$ (9,957,037)	0.1%
Franchise fees	2,384,440	2,384,440	192,876	(2,191,564)	8.1%
Fines and forfeitures	59,000	59,000	19,928	(39,072)	33.8%
Licenses and permits	7,817,000	7,817,000	438,629	(7,378,371)	5.6%
Intergovernmental	3,869,680	5,369,680	791,028	(4,578,652)	14.7%
Charges for services	2,088,745	2,088,745	95,619	(1,993,126)	4.6%
Investment earnings	600,000	600,000	112,317	(487,683)	18.7%
Miscellaneous	60,000	60,000	15,316	(44,684)	25.5%
Total revenues	26,848,037	28,348,037	1,677,848	(26,670,189)	5.9%
Expenditures:					
Current:					
General government					
City council	318,249	318,249	99,485	218,764	31.3%
City manager	1,006,844	1,006,844	217,659	789,185	21.6%
Finance	1,103,554	1,103,554	255,117	848,437	23.1%
Human resources	514,604	514,604	117,263	397,341	22.8%
Information technology	939,137	939,137	155,638	783,499	16.6%
Court and legal	690,911	690,911	117,383	573,528	17.0%
Non-departmental	815,171	815,171	141,573	673,598	17.4%
	5,388,470	5,388,470	1,104,118	4,284,352	20.5%
Law enforcement					
Police	6,272,804	6,272,804	1,662,960	4,609,844	26.5%
School resource officers	734,983	734,983	123,990	610,993	16.9%
Crossing guards	24,945	24,945	6,307	18,638	25.3%
Victims rights	123,030	123,030	25,507	97,523	20.7%
	7,155,762	7,155,762	1,818,764	5,336,998	25.4%
Fire and emergency					
City of Beaufort fire	8,696,627	8,696,627	1,803,878	6,892,749	20.7%
	8,696,627	8,696,627	1,803,878	6,892,749	20.7%
Public works					
Administration	545,431	545,431	116,986	428,445	21.4%
Maintenance	718,115	718,115	140,941	577,174	19.6%
Solid waste	1,476,050	1,476,050	246,998	1,229,052	16.7%
	2,739,596	2,739,596	504,925	2,234,671	18.4%

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE MONTH ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Streets	1,216,546	1,354,446	260,114	1,094,332	19.2%
	1,216,546	1,354,446	260,114	1,094,332	19.2%
Community development	1,356,171	1,356,171	299,313	1,056,858	22.1%
	1,356,171	1,356,171	299,313	1,056,858	22.1%
Total current	26,553,172	26,691,072	5,791,112	20,899,960	21.7%
Debt service:					
Principal	1,604,230	1,604,230	211,230	1,393,000	13.2%
Interest	243,568	243,568	174,138	69,430	71.5%
Total debt service	1,847,798	1,847,798	385,368	1,462,430	20.9%
Total expenditures	28,400,970	28,538,870	6,176,480	22,362,390	21.6%
Excess (deficiency) of revenues over (under) expenditures	(1,552,933)	(190,833)	(4,498,632)	(4,307,799)	
Other financing sources (uses):					
Issuance of capital lease	833,472	833,472	684,000	(149,472)	82.1%
Transfers in	69,584	69,584	-	(69,584)	0.0%
Transfers out	(375,000)	(375,000)	-	(375,000)	0.0%
Total financing sources (uses)	528,056	528,056	684,000	(594,056)	129.5%
Net change in fund balance	(1,024,877)	337,223	(3,814,632)	(4,151,855)	
Fund balance, beginning of year	17,001,916	17,001,916	17,001,916	-	
Fund balance, end of year	\$ 15,977,039	\$ 17,339,139	\$ 13,187,284	\$ (4,151,855)	

CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
TAX INCREMENT FINANCING DISTRICT II – SPECIAL REVENUE FUND
FOR THE MONTH ENDED SEPTEMBER 30, 2025

		Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
		Original	Final			
Revenues:						
Investment earnings		\$ 120,000	\$ 120,000	\$ 13,706	\$ (106,294)	11.4%
	Total revenues	120,000	120,000	13,706	(106,294)	11.4%
Expenditures:						
Current:						
Capital Outlay		740,000	740,000	42,200	697,800	5.7%
	Total expenditures	740,000	740,000	42,200	697,800	5.7%
Excess of revenues over expenditures		(620,000)	(620,000)	(28,494)	(804,094)	
Other financing (uses):						
Transfers out		(1,100,000)	(1,200,000)	-	(1,200,000)	0.0%
	Total other financing uses	(1,100,000)	(1,200,000)	-	(1,200,000)	0.0%
Net change in fund balance		(1,720,000)	(1,820,000)	(28,494)	(1,791,506)	
Fund balance, beginning of year		3,957,098	3,957,098	3,957,098	-	
Fund balance, end of year		\$ 2,237,098	\$ 2,137,098	\$ 3,928,604	\$ (1,791,506)	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS FUND – SPECIAL REVENUE FUND
FOR THE MONTH ENDED SEPTEMBER 30, 2025**

			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
Budgeted Amounts				
	Original	Final	Actual	
Revenues:				
Intergovernmental	\$ 21,593,759	\$ 21,755,759	\$ -	\$ (21,755,759) 0.0%
Investment earnings	-	-	7,052	7,052 100.0%
Total revenues	21,593,759	21,755,759	7,052	(21,748,707) 0.0%
Expenditures:				
Current:				
Capital Outlay	28,449,471	28,865,471	331,070	28,534,401 1.1%
Total expenditures	28,449,471	28,865,471	331,070	28,534,401 1.1%
Excess of revenues over expenditures	(6,855,712)	(7,109,712)	(324,018)	(50,283,108)
Other financing sources:				
Transfers in	6,155,712	6,409,712	840,109	(5,569,603) 13.1%
Total other financing sources	6,155,712	6,409,712	840,109	(5,569,603) 13.1%
Net change in fund balance	(700,000)	(700,000)	516,091	(1,216,091)
Fund balance, beginning of year	2,132,725	2,132,725	2,132,725	-
Fund balance, end of year	\$ 1,432,725	\$ 1,432,725	\$ 2,648,816	\$ (1,216,091)

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
PARKS AND TOURISM – SPECIAL REVENUE FUND
FOR THE MONTH ENDED SEPTEMBER 30, 2025**

	<u>Budgeted Amounts</u>			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	<u>Original</u>	<u>Final</u>	<u>Actual</u>		
Revenues:					
Other taxes	\$ 4,445,000	\$ 4,445,000	\$ 1,201,197	\$ (3,243,803)	27.0%
Charges for services	717,500	717,500	70,132	(647,368)	9.8%
Investment earnings	350,000	350,000	26,798	(323,202)	7.7%
Total revenues	<u>5,512,500</u>	<u>5,512,500</u>	<u>1,298,127</u>	<u>(4,214,373)</u>	<u>23.5%</u>
Expenditures:					
Current:					
Law enforcement	1,731,909	1,731,909	474,393	1,257,516	27.4%
Culture and recreation	2,333,175	2,333,175	394,300	1,938,875	16.9%
Community development	1,108,256	1,108,256	286,426	821,830	25.8%
Debt Service:					
Principal	646,212	646,212	287,212	359,000	44.4%
Interest and other charges	323,284	323,284	21,885	301,399	6.8%
Capital Outlay	229,800	229,800	125,000	104,800	54.4%
Total expenditures	<u>6,372,636</u>	<u>6,372,636</u>	<u>1,589,216</u>	<u>4,783,420</u>	<u>24.9%</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(860,136)</u>	<u>(860,136)</u>	<u>(291,089)</u>	<u>569,047</u>	
Other financing sources (uses):					
Issuance of revenue bonds	-	-	-	-	
Transfers out	(2,561,185)	(2,661,185)	(294,296)	(2,366,889)	
Total financing sources	<u>(2,561,185)</u>	<u>(2,661,185)</u>	<u>(294,296)</u>	<u>(2,366,889)</u>	
Net change in fund balance	(3,421,321)	(3,521,321)	(585,385)	2,935,936	
Fund balance, beginning of year	<u>7,225,271</u>	<u>7,225,271</u>	<u>7,225,271</u>	<u>-</u>	
Fund balance, end of year	<u>\$ 3,803,950</u>	<u>\$ 3,703,950</u>	<u>\$ 6,639,886</u>	<u>\$ 2,935,936</u>	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
AMERICAN RESCUE PLAN ACT (ARPA) – SPECIAL REVENUE FUND
FOR THE MONTH ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Intergovernmental	\$ -	\$ -	\$ 389,777	\$ 389,777	0.0%
Investment earnings	133,871	133,871	23,921	(109,950)	17.9%
Total revenues	133,871	133,871	413,698	279,827	309.0%
Expenditures:					
Current:					
General government	233,871	233,871	32,859	201,012	14.1%
Capital Outlay	-	-	-	-	#DIV/0!
Total expenditures	233,871	233,871	32,859	201,012	14.1%
Excess of revenues over expenditures	(100,000)	(100,000)	380,839	78,815	
Other financing (uses):					
Transfers out	(1,352,827)	(1,352,827)	(356,918)	(995,909)	26.4%
Total other financing uses	(1,352,827)	(1,352,827)	(356,918)	(995,909)	26.4%
Net change in fund balance	(1,452,827)	(1,452,827)	23,921	(1,476,748)	
Fund balance, beginning of year	679,282	679,282	679,282	-	
Fund balance, end of year	\$ (773,545)	\$ (773,545)	\$ 703,203	\$ (1,476,748)	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
STORMWATER – SPECIAL REVENUE FUND
FOR THE MONTH ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Charges for services	\$ 1,375,000	\$ 1,375,000	\$ 16,591	\$ (1,358,409)	1.2%
Investment earnings	28,346	28,346	4,358	(23,988)	15.4%
Total revenues	1,403,346	1,403,346	20,949	(1,382,397)	1.5%
Expenditures:					
Current:					
Public works	884,446	884,446	168,612	715,834	19.1%
Debt Service:					
Principal	355,000	355,000	88,750	266,250	25.0%
Interest and other charges	163,900	163,900	22,300	141,600	13.6%
Total expenditures	1,403,346	1,403,346	279,662	1,123,684	19.9%
Excess (deficiency) of revenues over (under) expenditures	-	-	(258,713)	(2,506,081)	
Other financing (uses):					
Transfers out	(398,061)	(452,061)	(188,895)	263,166	41.8%
Total other financing (uses)	(398,061)	(452,061)	(188,895)	263,166	41.8%
Net change in fund balance	(398,061)	(452,061)	(447,608)	(4,453)	
Fund balance, beginning of year	1,149,135	1,149,135	1,149,135	-	
Fund balance, end of year	\$ 751,074	\$ 697,074	\$ 701,527	\$ (4,453)	

**CITY OF BEAUFORT, SOUTH CAROLINA
STATE ACCOMMODATIONS TAX SPECIAL REVENUE FUND
BUDGET TO ACTUAL
FOR THE MONTH ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Other taxes	\$ 916,667	\$ 916,667	\$ 5,105	\$ (911,562)	0.6%
Investment earnings	30,000	30,000	3,415	(26,585)	11.4%
Total revenues	946,667	946,667	8,520	(938,147)	0.9%
Expenditures:					
General government	1,075,717	1,075,717	221,281	854,436	20.6%
Law enforcement	25,729	25,729	-	25,729	0.0%
Total expenditures	1,101,446	1,101,446	221,281	880,165	20.1%
Excess of revenues over expenditures	(154,779)	(154,779)	(212,761)	(57,982)	
Other financing uses:					
Transfers out	(438,223)	(538,223)	-	(538,223)	0.0%
Total other financing uses	(438,223)	(538,223)	-	(538,223)	0.0%
Net change in fund balance	(593,002)	(693,002)	(212,761)	480,241	
Fund balance, beginning of year	1,324,649	1,324,649	1,324,649	-	
Fund balance, end of year	\$ 731,647	\$ 631,647	\$ 1,111,888	\$ 480,241	

**CITY OF BEAUFORT, SOUTH CAROLINA
FIRE IMPACT FEES SPECIAL REVENUE FUND
BUDGET TO ACTUAL
FOR THE MONTH ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Licenses and permits	\$ 200,000	\$ 200,000	\$ 10,385	\$ (189,615)	5.2%
Investment earnings	5,000	5,000	-	(5,000)	0.0%
Total revenues	205,000	205,000	10,385	(194,615)	5.1%
Expenditures:					
Debt Service:					
Principal	-	-	-	-	#DIV/0!
Interest and other charges	-	-	-	-	#DIV/0!
Total expenditures	-	-	-	-	#DIV/0!
Net change in fund balance	205,000	205,000	10,385	(194,615)	
Fund balance, beginning of year	351,142	351,142	351,142	-	
Fund balance, end of year	<u>\$ 556,142</u>	<u>\$ 556,142</u>	<u>\$ 361,527</u>	<u>\$ (194,615)</u>	



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/06/2025
From: Tim Ogden, Fire Chief
Item Name: Fire Department Monthly Report
Meeting Date: November 18, 2025
Department: Fire Department

Background Information:

Introduction:

Monthly Report for September 2025.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Fire Department



City of Beaufort/Town of Port Royal Fire Department

September 2025 Report

Public Events

The Fire Department held several public education events throughout September.

- Station tour and visit from the YMCA daycare
- We hosted a Lunch & Learn with the SC Burned Children's Fund
- We attended the 9/11 event in downtown Beaufort and participated in the procession with emergency vehicles
- Wet down for a kid's tennis clinic
- Visited a 2-year-olds birthday party
- Seven total CPR classes
- Two Blood Pressure Check Events

Fire Training

The Training Division conducted 1,681 hours of training.

Special Training:

Two members graduated from the South Carolina Fire Academy 8-week Recruit School.

Engine 3, Battalion 1, and the Training Division participated in a multi-agency small scale exercise at the Naval Hospital with Beaufort County Sheriff's Office and Navy Hospital PMO.

We hosted the 40 hour SCFA Emergency Vehicle Driver's Training Course.

Ordered the materials to build our Ventilation Roof Prop and Vent, Enter, Search (VES) window at our training grounds, so members can better themselves in fireground operations.

Medical

CPR classes: 7

Three Firefighters passed National Registry EMT-Basic.
Certified two new Stop the Bleed Class Instructors.

Monthly In service: Skills Training. Airway adjuncts, BVM, Intubation, Trauma Bleeding Control, IV, IO.

Fire Marshal

131 Certified Inspections
65 Engine Company Pre Plans

The Fire Marshals office conducted 8 plan reviews in the City of Beaufort and 1 in the Town of Port Royal.

Our office installed 1 Knox box in the City of Beaufort and 1 in the Town of Port Royal.

Fire Marshal Inspector CEU training hours were completed from the State Fire Marshals Office, National Fire Alarm, and Signaling System Code online training series.

Personnel

Lt. Rickey Riehnardt received Beaufort Exchange Club Firefighter of the Year Award at 9/11 ceremony.

Command Staff attended Parris Island colors ceremony for 9/11.

Deputy Chief Ross Vezin graduated from Local Government Leadership Institute.

Apparatus

E8944 returned from Bluffton, oil pan gasket replacement and rear brake chamber repairs.

E4083 to Bluffton to continue repairs not completed by WW Williams.

New GETAC tablets arrived and installed on Medic 1, Ladder 2 and Engine 11.

Major Incidents

464 Calls for service

- Structure Fire Responses:
Mutual Aid to Parris Island Fire Department for Structure Fire at 51 Tarawa Street on Parris Island.

PERSONNEL		
Part-Time	9	
Personnel Assigned	55	
Volunteer Personnel	18	
TOTAL PERSONNEL	82	

INCIDENT SUMMARY	BFT	P.R.
Structural Fires	0	1
Vehicle Fires	0	0
Brush, Trash Fire	3	0
Medical Calls	196	100
Vehicle Accident	15	11
Extrication (350-357)	1	0
Hazardous Condition	7	4
Service Calls (500)	24	20
Good Intent Calls (600)	26	9
False Calls (700)	37	10
Water Rescue	0	0
EMS Standby	0	0
Month	309	155
Total Month	464	

TRAINING/EDUCATION		
Local Instruction	1681	
TOTAL	1681	

VOLUNTEER		
Local Instruction	0	
Monthly Station Standby	12	
TOTAL	12	

AID SUMMARY - ALL	LI	BUR	PI	other
BEAUFORT				
Aid Given		1		
Aid Received				
Mutual Aid Given				
Mutual Aid Received				
PORT ROYAL				
Aid Given		1		
Aid Received				
Mutual Aid Given				
Mutual Aid Received				

FIRE PREVENTION	BFT	P.R.
Inspections Conducted	106	32
Violations Noted	107	15
Violations Corrected	50	27
Knox Box Installations	1	1
Fire Plans Reviewed	8	1
Burning Permits Issued	0	0
Permission to Burn Given	0	0
Public Education Events	11	7
Public Edu. Man Hours	28	16
# of Adults	209	50
# of Children	40	17
Car Seats Installation	0	
Smoke Detectors	1	13
CPR Certifications	49	



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/06/2025
From: Ivette Burgess, Human Resources Director
Item Name: Human Resources Monthly Report
Meeting Date: November 18, 2025
Department: Human Resources Department

Background Information:

Introduction:

Monthly Report for September 2025.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Human Resources

Memorandum

To: Scott Marshall, City Manager
From: Ivette Burgess, Human Resources Director
Date: 10/28/2025
Re: Department Update – September 2025

Onboarding/New Hires

4 New Hires:

- Daniel Giglio – Firefighter I, Fire Department
- Brian Ranger – Facilities Maintenance Supervisor, Public Works
- Kyle Looney – Associate I-Parks, Public Works
- Annalyse Garvey – Court Clerk II, Municipal Court

HR Highlights

- HR staff continues to train and build the NEOGOV Insight Module. The Insight module is an applicant tracking system (ATS) designed to streamline and automate the public sector hiring process. It helps government agencies and educational institutions manage job postings, applications, candidate screening, and communication in a centralized, compliant, and user-friendly platform. Insight supports better decision-making with built-in analytics and ensures alignment with civil service rules and HR regulations. We are on track for internal and external implementation to roll out in October/November.
- Met with and discussed Wellness initiatives with our occupational health partner, Beaufort Memorial Hospital.
- Deployed compliance training for staff via NEOGOV Learn module.

Interviews

- HR staff participated in interview panels for Municipal Court and Public Works.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/06/2025
From: Charles Prezalar, Interdev IT Systems Engineer
Item Name: IT Monthly Report
Meeting Date: November 18, 2025
Department: City Managers Office

Background Information:

Introduction:

Monthly Report for September 2025.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. IT Department

Prepared for: City of Beaufort Created on: Oct 1, 2025 Created by: Joe Riggs

154.76

Avg Ticket Response 30 Days Rolling

mins

117

1st Response Resolution - Last 30 Days

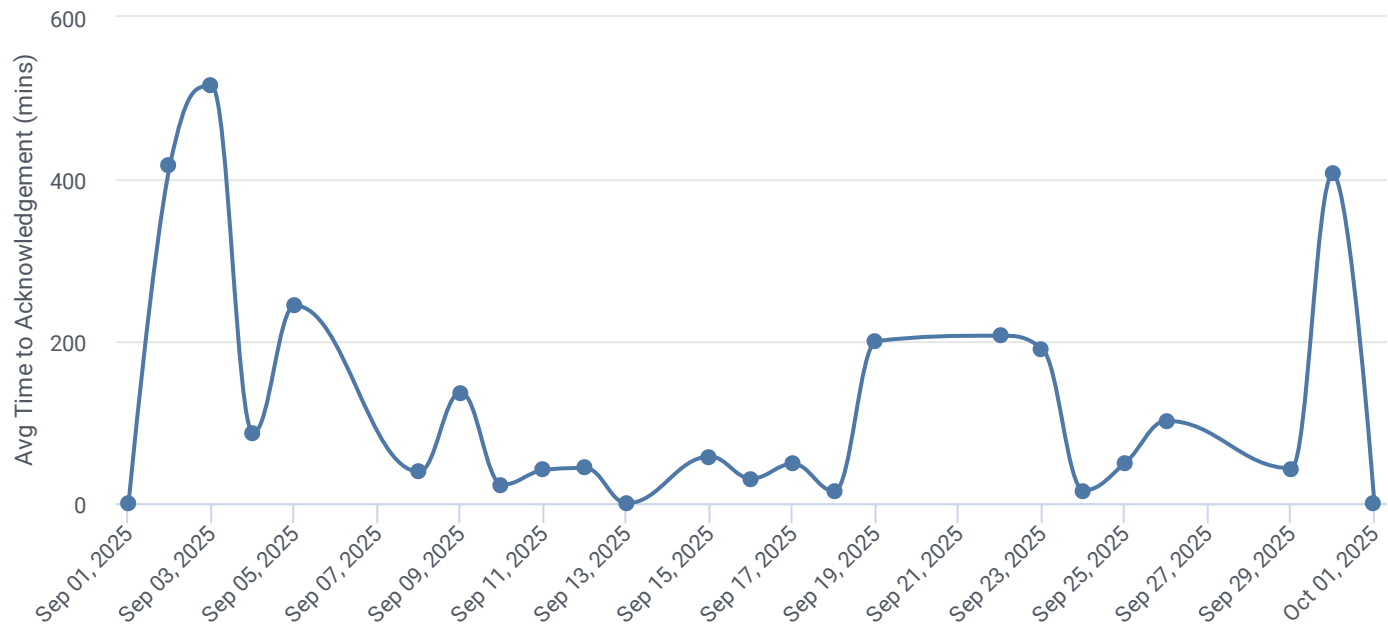
1st Response Resolution

275

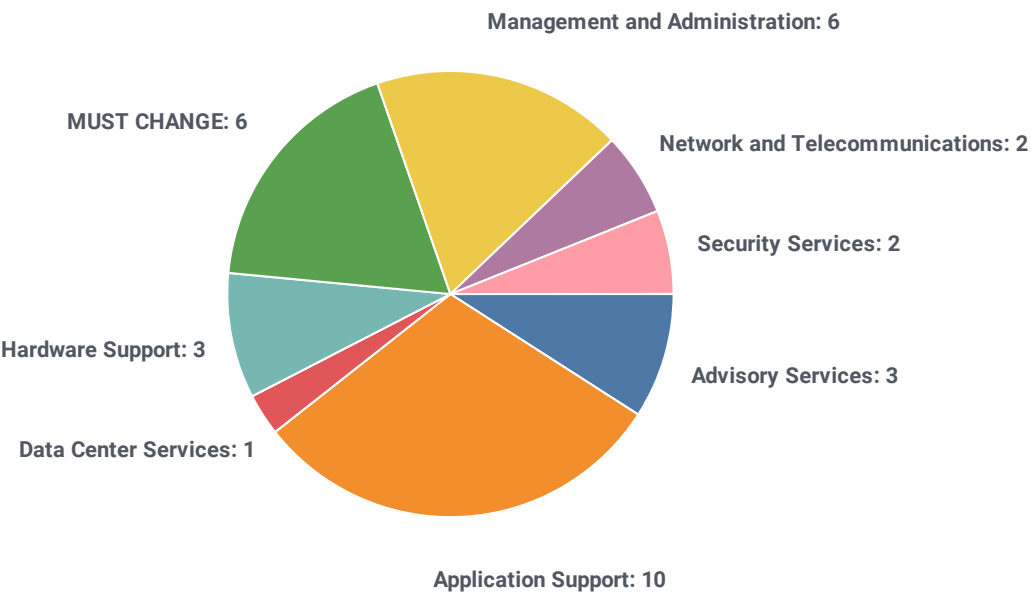
Tickets Closed in the Last 30 Days

Tickets Closed in the Last 30 Days

Average Time to Acknowledgement - Trailing 30 Days



Open Tickets by Type



Open vs. Closed Tickets Last 30 Days





City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/06/2025
From: Sarah Farrow, Court Administrator
Item Name: Municipal Court Monthly Report
Meeting Date: November 18, 2025
Department: Municipal Court

Background Information:

Introduction:

Monthly report for September 2025.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Municipal Court

**City of Beaufort Municipal Court
Monthly Department Report
September 2025**

DEPARTMENT OVERVIEW:

Bench trials are held every Monday and Thursday at 3:00pm. Eight sessions of bench trials were held in September 2025 and 187 cases were tentatively scheduled. Jury term was held the week of September 8-12, 2025 with 39 cases scheduled.

CASE OVERVIEW:

- New cases filed: 138 (75 traffic/63 criminal)
- Cases disposed: 155 (80 traffic/75 criminal)

DISPOSED CASES BREAKDOWN:

- 80 traffic cases
 - 35 guilty indicators (forfeiture, plea, or trial)
 - 45 not guilty indicators (dismissal by officer, Judge, or trial)
- 75 criminal cases
 - 41 guilty indicators (by plea or trial)
 - 34 not guilty indicators (through plea agreement or trial)

ARREST WARRANTS OVERVIEW:

- 34 issued

EXPUNGEMENTS:

- 36 cases initiated from court date.

JURY TRIAL OVERVIEW:

Jury term held week of September 8-12, 2025.

- 39 cases scheduled
- 10 cases continued
- 29 cases disposed

New team member, AnnAlyse Garvey, Court Clerk II onboarded.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/07/2025
From: Stephenie Price, Police Chief
Item Name: Police Department Monthly Report
Meeting Date: November 18, 2025
Department: Police Department

Background Information:

Introduction:

Monthly Report for September 2025.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Police Department

BEAUFORT POLICE DEPARTMENT

1901 Boundary St. Beaufort, SC 29902

843-322-7900



Stephenie Price
Chief of Police

September 2025 Monthly Report

Part-1 Crimes Statistics

	Arson	Aggravated Assault	Burglary B/E	CSC	Homicide	Larceny	Mv Theft	Robbery
January	0	0	0	2	0	34	2	0
February	0	3	3	1	1	20	1	0
March	0	3	3	0	0	30	1	1
April	0	4	1	0	0	30	2	1
May	0	5	0	0	0	26	0	3
June	0	2	5	2	0	38	2	0
July	0	6	1	0	0	28	1	2
August	0	3	4	0	0	25	0	2
September	0	7	4	2	1	32	3	0

Total Calls for Service: **3,384**

- Officer Initiated: 2,253
- 911 Line: 413
- Non-Emergency: 718
- SMS T-911: 0

Community Events Attended: 8

- September 3 - All-Hands Meeting
- September 11- National Anthem Sing-a-long at Beaufort Elementary School
- September 11- Patriot's Day Ceremony- Lt. Mendicino Law Enforcement Officer of the Year
- September 13- OPFOB First Responder's Day
- September 22- Safety Brief at the Verdier House
- September 25- Meet at Greet with the residents of Oaks at Salem Road Facility
- September 26- C.R.A.S.E. Training at Holy Trinity Classical Christian School
- September 26- SLB Community Event at Cross Creek Apartments

Chief's Updates:

- September 3- All Hands
- September 8-Meeting with Provost Marshal
- September 8- Leadership/Wellness Podcast
- September 10- FOIA Training
- September 10- Charles/Craven Street Update Meeting
- September 11- National Anthem Sing-a-long at Beaufort Elementary School
- September 16- New Vehicle Procurement Meeting
- September 18- Meeting with School District
- September 18- Smart Camera Mapping Meeting
- September 18- Golf Cart Permitting Meeting
- September 18- Old Commons Meeting
- September 19- FOIA Meeting
- September 22- HBF Safety Meeting

Upcoming Events:

- October 3-5- Shrimp Festival
- October 6- Swear-in (Perez and Bottari)
- October 9- PD Tour with Congresswoman Mace
- October 18- Halloween Event Downtown
- October 25- Halloween Event at the Charles Lind Brown Center



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/06/2025
From: Nathan Farrow, Public Works Director
Item Name: Public Works Monthly Report
Meeting Date: November 18, 2025
Department: Public Works Department

Background Information:

Introduction:

Monthly Report for September 2025.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Public Works



CITY OF BEAUFORT PUBLIC WORKS DEPARTMENTS
MONTHLY ACCOMPLISHMENTS

MONTH OF: NOVEMBER COUNCIL MEETING, SEPTEMBER ACCOMPLISHMENTS

EVENTS: ***Beaufort County Youth Conference**
 ***Continued Seawall Fencing (No Trespassing)**
 ***ROW Landscaping New Contractor Tri Scapes meeting**

Weekly Safety Briefs: Miguel Canela-Pena - ***Driving through Flooded areas / “If You See Something, then Say Something” / Correct Equipment Prep***

See/Click/Fix: Reported: 57
 Resolved to date: 1392

811 Locates Reported & Reviewed: 124

PO's (PR's) Created and Processed 38

Banners Reserved and Hung 15

On-Call Traffic: ***COB – A Davis / COB – M Canela-Pena / Bft Cty / Bft Cty / COB – A Davis***

Weekend Parks: ***C Moultrie / D Wing / C Pinckney / C Pinckney / W Smalls***

Recurring:

Meetings: Daily Staff / Weekly Supervisor / Weekly Review of FY 26 Budget

Update to reports: Drainage / Tree / Street / Banner / Credit Card / Budget
 Spread Sheet / Payroll / Daily Weight Tickets

Stormwater/Street: Routine Easement maintenance / Flap Gate inspection &
 Maintenance / inspection and maintenance all
 Equipment / routine drainage maintenance
 Maintenance of open land trust areas and large park/city owned
 Area (Commerce Park)

Parks:

Inspection and maintenance to all Parks & playgrounds, restrooms, buildings, benches, etc.; along with all ground maintenance (Cutting, weed eating, weed maintenance, plantings, tree trimming, etc)
Routine restroom cleaning in multiple parks
Routine full upkeep of Spanish Moss Trail litter control/water fountains / cross walks weekly
City wide trash run all parks weekly
Watering for beds and areas without irrigation

- **Labor Day Weekend (rains through weekend): some staff members employed to reviewed “hot spots” throughout**
- **Creating Spread Sheets for each division of Public Works prep to implement Work Order System**
- **Three (3) New Hires – Replacements of Maintenance Facility Supervisor / General Support Associate / Parks Associate**
- **Bringing sidewalks, medians, neighborhoods back to correct standards for New Landscape Contractors to take over from previous Contractor.**
- **Prep Work for New Contractors to take over the ROW Landscape Contract**
- **Chain Saw Use and Safety Classes**
- **Storm Prep: possible inclement weather due to 1 Hurricane/1 Tropical Depression hitting east coast of Beaufort. All Division of Public Works involved**
- **Staff completed training in NEOGOV and Know Before**

Administration:

- **Assisted:** Tree fell from city easement onto private property. Clean up was organized, tree and debris were cut up and removed from site (Reynolds St) / Assist Fleet Supervisor replacing serpentine belt and pulley on Veh 527 (broke down @ Southside Park) / worked with Stormwater crew with maintenance to Boundary Street median prep for new contractor take over / Assisted Traffic Control replacing green light on Sav Hwy at Robert Smalls Pkwy / Trimmed tree canopies over sidewalks on Boundary Street.
- **Scheduled/ Maintenance:** Director and Operations Manager did “walk through” to inspection and create “to-do” list at Fire Station 1 and 2, City Hall, Court buildings / Retrieved replacement cell phone for use by PW Supervisors
- **Other:** Attended Finance requested Hurricane Helene/FEMA meeting / Escorted JCI @ PD & Court building for the fire suppression alarm panel

Office Administration:

- Storm Prep: anticipated inclement weather caused by Hurricane and Tropical Depression (combined and to make landfall in Beaufort coastline area). Documentation / team assignments / etc.
- Research for replacement mats throughout City Hall and the PD/Court buildings.
- Spread sheet created with needed items for software work order system (activities/events/personnel/hurricane/projects/etc.)

- Organize pickup, set up, take down and return for the Beaufort County Youth Conference.
- Reviewed and set up multiple See/Click/Fix work from resident call ins and visits to the Public Works Complex.
- Set up for three (3) replacement new hires. Two chosen and introduced to staff / PW files set in order
- Continued FEMA reporting for Hurricane Helene to Finance Dept.

Facility Maintenance Division

- **NEW EMPLOYEE REPLACEMENT**– Orientation/training/” walk-thru” city buildings and properties.
- **Repairs:** Ladies Restroom repaired “drivers” with the light issue / repaired bad “fan belt” on cooling tower for the Chiller / Repaired toilet in men’s restroom WFP (flush valve/flushed lines/installed an adapter)
- **Assisting:** Assisted other division in trimming oaks and Palmettos on Boundary and Greenlawn in prep of new Contractor coming on board 10/2/25. / Filled sandbags (prep for possible inclement weather) / Assisted with the close of “flood gates” @ SMT
- **Maintenance:** Troubleshoot HVAC Chiller PD/Court building / troubleshoot possible roof leaks @ Court
- **Other:** Arranged installation of HVAC in Server Rm @ PD building by Beaufort Air / researching quotes for replacement HVAC for Elevator Closet at City Hall and for Data Closet at Police Dept building / Set date to stage “chiller” upgrades for the MBC cabinet with JCI / received some training on Munis
- **Escort and Walk Throughs:** Howard Chase HVAC for PD/CH buildings / Walk through at Fire Station 2 / Terminix PD /

Stormwater / Street Division:

- **Easements:** Southside Blvd (area), Ribaut Rd (area) / The Core District / Depot Rd area (Floyde Heights and 100 Pines) / Jericho Woods and Battery Creek Rd / First Blvd, Mossy Oaks, Reynolds, Battery Creek Rd and Coates Ln / Duncan Dr, Broad St and Polk streets /
- **Repairs:** Built up low flooding area in driveway @ 103 Pine Cove Rd / Repaired catch basin inlet at 110 South Hermitage Rd (SCDOT ROW) / placed crush and run into sinkhole located @ 123 Fuller St
- **Assisting:** Continued cleaning valley drains and edging sidewalks from Airport Cir to Chowan Creek Bridge with other division / continuing the cleaning of valley drains and sidewalks from LI Walmart to Harris Teeter on Sea Is Parkway / Fallen tree removed from Reynolds St
- **Maintenance:** Bush hogging @ Fire Station 4, O’Connell and Lafayette St. / Swept City owned roads with sweeper truck @ Airport Cir; along with Harrington and Duke St. / Cleaned out roadside ditches on Mustelidae Dr in Battery Shores / Bush hogged Southside Park, including Dog Park, along with SMT from Broad River to Highway 170 / raised canopies, cutbacks and cleaned valley drains @ Fire Station I and 964 Ribaut Rd / pulling weeds and general clean of medians and roadside on Ribaut Rd and along trail heads on SMT from Broad Rier to Broome Ln / edging on the SMT from Broad River to Westvine
- **Other:** Moved Manlift from 500 Carteret St to City Hall/Courts. / Cut up, removed debris and cleared are on Reynolds St from a large fallen tree (backyard of 2600 Joyner St) w/ staff and Operation Officer. / Removed trash debris @ 1408 Congress St (illegal dump) / attended Chain Saw Safety in Monks Corner / secured “flap gates” on Basins 1 and 2 along SMT for upcoming anticipated inclement weather due to Hurricane/Tropic Depressions

Parks Division

- **Easements/Parks/ROW/Open Land:**
- **Repairs:** Repaired the “Ring Handle” at Pigeon Pt Playground (missing fastener, replaced with nylon anti-backing) / Corrected timing issues with the bathroom door locks at Whitehall Parks / replaced post on Spanish Moss Trail at the Broad River crossing / replaced locking system at Whitehall Park /
- **Assisting:** Continued the cleaning of valley drains and sidewalks on Sea Is Pkwy with Street and Stormwater divisions of PW / assisted with the delivery, set up and take down for the Beaufort County Youth Conference (on weekend)
- **Maintenance:** Sprayed herbicide at City Hall, Courts and PD buildings (included stars and parking area) / Weed spray @ Southside Park / Mulched Southside Park / injected chemicals (growth regulator) into trees along Bladen St Streetscape / working with other divisions to clean medians and sidewalks along Boundary, Greenlawn and Polk ; along with SMT to hand over to new contractor / raised canopies along Boundary / injected growth inhibitors for tree on Bladen and made irrigation adjustment /
- **Other:** Staff met w/ Cunningham Rec at the Pigeon Pt Park to install “5 – 12 year old mirror” set in playground / Removed “shade sails @ Southside Dog Park, closed “flap gates” at Rodgers and Riverside street ends due to “storm prep” / called out weekend due to report of locked restrooms at Southside (they were found to be unlocked when reviewed)

Traffic Control / General Support:

Traffic Control

- **Repairs:** Installed extension cords for the “First Friday” event / SC 811 Marking / Painted curbs on Craven St and Charles / repaired PW ice maker / school beacon @ Whale Branch School repaired, along with TMC call for the flasher at Beaufort Academy
- **Assisting:** Met w/ contractor for the traffic light update and provide them with cabinet and controller / Assisted Fleet with repairs to street sweeper and leaf trailer / returned AC unit from the IT to Sav rental place / Assisted with other dept in cleaning valley drains on Boundary – completed tree work on Boundary from Pawn shop to Bft. Town Center
- **Maintenance:** Annual PMs: = Boundary ST @ Bft Town Center / Boundary St @ Marsh Rd / Boundary St @ Carolina Cove / Boundary St @ Hogarth St / Boundary St @ Westview (Polk St) / Savannah Hwy @ Riverview School Flasher / Sams Pt Rd @ Beaufort Academy Flasher / Reviewed light pole for power in the Downtown area / Boundary St and Ribaut Rd timings / CMU testing / tree work on Polk Street
- **Other:** Multiple Banners removed/installed on Bay/Ribaut area / Present weekly Safety Meeting / prepped Veh 24-002 for weekend “on-call” / Worked the Beaufort County Youth Conference (pickup, set up, break down, store and return items) – Weekend required / replacement of user cell phones

General Support

- **Repairs:** Replaced green bulb on traffic signal on Ribaut @ North intersection / re-set two (2) goose neck streetlight to normal operations / staged sandbags at 500 Carteret for possible inclement weather due to hurricane/tropical depression land fall over weekend / replaced green bulb @ Ribaut and Reynolds Traffic Signal light

- **Assisting:** Assisted Fleet Division with replacing bush-hog cutting instrument / Assisted Traffic Control with installing extension cords and testing receptacles before First Friday Event / Escorted A/C repairman /
- **Maintenance:** Downtown Banner Installation / removed tree limb hanger from easement on Waverly / trimmed trees in “streetscapes” on Boundary and along Greenlawn
- **Call Outs:** Three (3) after hour calls outs to Hogarth and Boundary Traffic Signal / Cleaned Men’s restroom on 1st floor @ PD building /
- **Quote/Research/Met with/ Training:** Carnegie building has flooding issues – met with Gerald Neal Builders / met w/ Church Street resident to discuss hazardous tree limbs / Chainsaw Safety
-

Fleet / Equipment:

- **Repairs:** Replaced gas tank and air filters on the cement mixer / replaced power window controls for Veh #530 / Bush Hog attachment completely “broke” (ordered part to replace) / Installed “floats” on the Flap Gates / serviced front door on Bobcat 870 (new door hinges needed) Had two (2) front tires on Veh 526 replaced at Barnard Tire / Leaf trailer repairs (ordered mesh tarp)(installed battery tender and jack) Fixed broken light plug on Crash Trailer/ Replaced front driver side tire on Veh 519 (nail in sidewall)/ Crash Trailer final nuts and bolts / Tire replaced Veh 519 / repaired flat tire Veh 519, replaced tire Veh 24-002 / replaced pulley on serpentine belt Veh 527 (broke down @ Southside Park / repaired two (2) weed eaters for Street Dept / replaced roll pin on frontend loader bucket / two (2) tires repaired and three (3) replaced on Veh 519
- **Assisting:** Drove to Sav to pick up portable A/C Unit at EZ Rentals for use in IT dept while HVAC down / staff with putting C-clams on “flap gates”
- **Maintenance:** Replaced two (2) lights and covers on crash trailer / serviced Traffic Control chainer and ordered air filters / replaced two (2) sets of cutting blades for St division riding mowers / replaced four (4) batteries on “tow behind” arrow board / Installed new attachment on Bobcat CT235 (Bush Hog) / replaced battery tender on manlift trailer / replaced one (1) set of cutting blades on Parks division riding mower / replaced debris screen in hopper, along with replaced debris hose assembly and cable on pick up head / installed tires on St Dept riding mower / Drove to Sav (Roberts Truck Center) for brake modular Veh 435 / PM’s on Veh 702, 24-001 and 25-001 with Butler / replaced four (4) sets of cutting blades on riding mowers for St division / serviced outlet plugs for U-dumps
- **Other:** Removed debris on Pine Haven St, Broome Lane / Ordered parts for repairs to Veh #435 / Arranged “chainsaw safety” demonstration at Clemson for four (4) employees / Set appt for Veh #704 repairs / dropped off Veh #410 to have A/C serviced / Picked up “utility” trailer from Pender Brothers / dropped off eh 24-001 for PM (replaced tire from cut on sidewall) / Purchased multiple supplies from Randels retrieved Veh 435 from Carolina Truck Repair / cut grass on SMT (2 days) / Prep for inclement weather



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/20/2025
From: Jennifer Pointer, Administrative Assistant
Item Name: Request from Gullah Traveling Theater for co-sponsorship of the Henry C. Chambers Waterfront Park to host the Sea Island Christmas Taste of Gullah & Rice Cook-Off on Saturday, December 6, 2025, from 9:00 am – 5:00 pm.
Meeting Date: November 18, 2025
Department: Downtown Operations

Background Information:

Introduction:

Request from Gullah Traveling Theater for Co-Sponsorship of the Henry C. Chambers Waterfront Park to host the Sea Island Christmas Taste of Gullah & Rice Cook-Off on December 6, 2025 from 9:00 am – 5:00 pm.

Background:

- Requesting co-sponsorship for Henry C. Chamber Waterfront Park from 9:00 am – 5:00 pm (Pavilion, Green 1, Green 2, and power)

Legal Authority:

Home Rules & General Power.

Staff Recommendation:

Request Council approval of the event.

Placed on Agenda For:

Action

Attachments:

1. 2025-12-06 Gullah Rice Cook-Off



CITY OF BEAUFORT
Waterfront Park Rental Reservation Application
Downtown Operations & Community Services Department
500 Carteret St, Ste B2 Beaufort, SC 29902

Phone: 843-379-7519

Fax: 843-986-5606

Name of Event: <u>Sea Island Christmas Taste of Gullah & Rice Cook-Off</u> _____	Date(s) of Event: <u>December 6, 2025</u> Setup start/end time: <u>9am/11am</u> Actual event start/end time: <u>11am/4pm</u> Take down start/end time: <u>4pm/5pm</u>
Organization/Individual Name: <u>Gullah Traveling Theater Inc.</u> _____	Address: <u>711 Bladen St Beaufort SC 29902</u> Telephone: <u>843-263-5229</u> Email: <u>auntpearliesue@yahoo.com</u>

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to:

City of Beaufort, Attn: Downtown Operations 500 Carteret St, Ste B2 Beaufort, SC 29902

or scan and email to events@cityofbeaufort.org.

All events must abide and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7519 or visit our website at www.cityofbeaufort.org.

Is event open to the public? Yes

Will admission be charged, or donation required? No

Will alcoholic beverages be sold? No Served? No

Will food be sold? Yes Served? Yes

Will there be any retail sales? Yes

Number of people expected to attend: 500

Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for setting up and break down of the event into your chosen block of time. Blocks of time **cannot** be reserved or rented in pro-rated increments.

NO exceptions will be made to this policy.

Security Deposit is due upon approval of application

Fee payment due no less than 30 days prior to event.

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate need for electrical hookup.

WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Circle of Palms/ Dining	\$ 200.00	\$ 400.00	
Craft Market Lawn	\$ 200.00	\$ 400.00	
Contemplative Garden	\$ 200.00	\$ 400.00	
Pavilion	\$ 350.00	\$ 600.00	600
Green 1	\$ 300.00	\$ 500.00	500
Green 2	\$ 500.00	\$ 800.00	
Electric Fee	\$ 75.00	\$ 100.00	100
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

See this link <http://www.cityofbeaufort.org/group-events-business-license.aspx> to obtain a group business license application for vendors.

Did you know?

BEAUFORT PRIDE OF PLACE is a community involvement initiative that helps improve and develop quality of life throughout the city. Individuals, organizations, and visitors can get involved by donating money, equipment or time to assist the City with neighborhood improvement projects, youth programs, upgrading infrastructure and beautifying parks.

If you or your organization are interested in learning more about the program, volunteering or making a monetary or in-kind donation, please contact the City Manager's office @ 843-525-7070

Liability Insurance

• The City of Beaufort requires that any organization/group sponsoring any event at a City owned facility/property or right of way provide the City of Beaufort with evidence of insurance as outlined below.

General Liability as follows:

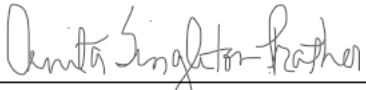
- \$500,000.00 minimum requirement per occurrence for General Liability and Auto Liability (depending on the size or type of event, this amount may increase)
- Must provide proof one week before event

Alcohol

- To serve alcohol or liquor at your event, you must obtain City Council approval.
 - If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager's office at (843)-525-7070.
- City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.

***(Note that alcohol consumption in city parks is prohibited with limited exception depending on location and subject to City Council approval and waiver of ordinances, obtaining applicable permits, enforcement services, etc.). In addition, the use of grills, fryers, and other combustible equipment is subject to approval and in some cases/locations strictly prohibited.**

***The use of slip and slides, balloons, and confetti are prohibited. In addition, staking of items into the ground are prohibited.**



Lessee/Applicant Signature

10/18/25

Date

-----This section for City use-----

Downtown Operations

Date Application Received

Deposit Paid: _____ Fees Paid: _____ Deposit to be Refunded: _____

REQUEST FOR CO-SPONSORSHIP

Henry C. Chambers Waterfront Park

Name of Event Sea Island Christmas Taste of Gullah & Rice Cook-Off

Date of Event: 12/6/2025

Contact person: Anita Singleton Prather

Telephone: 843-263-5229

Please check all that apply.

	Yes	No
<i>Are you a "For Profit" entity?</i>		***
<i>Is this a fund-raising event?</i>		No
<i>Is this event open to the public?</i>	Yes	
<i>Is there a required fee / donation to attend this event?</i>		No
<i>Are you requesting more than two (2) park areas for this event?</i>	Yes	
<i>Will there be any type of "sales" for this event?</i>	Yes	
<i>Will this event require more than four (4) hours (includes setup & take down)? This is a multiple day display</i>	Yes	
<i>Will alcohol be sold / served?</i>		No

**If you answered "no" to the first question, what is your non-profit status? (501 (C) (3), (4) or (6))? 501(c)(3)

Request for waivers/co-sponsorship of events must be approved by City Council prior to the event.

Events Coordinator Recommendation: Approved: _____ Denied: _____

Explanation: _____

Forward for Council Deliberation: _____

Date of Council Meeting

Council: Approved: _____ Denied: _____

Explanation: _____



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/07/2025
From: Jennifer Pointer, Administrative Assistant
Item Name: Request from The Beaufort Railroaders for 10 parking spaces for the 31st annual railroad exhibit in the Beaufort Library, December 7–14, 2025.
Meeting Date: November 18, 2025
Department: Downtown Operations

Background Information:

Introduction:

Request from The Beaufort Railroaders for 10 parking spaces for the 31st annual railroad exhibit in the Beaufort Library, December 7–14, 2025.

Background:

Requesting 10 spaces in the King Street and Scott Street gravel lot during the exhibit.

Legal Authority:

[City Code of Ordinances — Part 8-8-2002. - Parking Meters.](#)

Staff Recommendation:

Approval

Placed on Agenda For:

Action

Attachments:

1. 2025 Model Railroad Exhibit

27 October 2025

City of Beaufort
500 Carteret Street
Suite B2
Beaufort, SC 29902

Dear City Council:

The December Model Railroad exhibit that will be set up in the library is from the 7th to the 14th this year. Move in is on Sunday the 7th from 10 AM to 2 PM, Tuesday thru Saturday public viewing is from 9AM to 5PM, and removal on Sunday the 14th from 10 AM to 2 PM. We are again requesting to be able to park our vehicles in the gravel lot at King and Scott Streets behind your facility. We ask for at least 10 spaces to be available. We very much appreciate having your approval for this convenience as we share our hobby with the public to enhance the joy of the Christmas Holiday Season. Blessings to all and have a Merry Christmas.

Respectfully,

Marco Orlando, Beaufort Railroaders

Marco Orlando
28 Varsity Street
Beaufort, SC 29907

(609) 280-9780

morlando13@comcast.net



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/04/2025
From: Jennifer Pointer, Administrative Assistant
Item Name: Request from Chabad Greater Hilton Head for co-sponsorship for Chanukah Menorah Lighting on Sunday, December 14, 2025, 3:30 pm - 7:00 pm in the Henry C. Chambers Waterfront Park.
Meeting Date: November 18, 2025
Department: Downtown Operations

Background Information:

Introduction:

Request from Chabad Greater Hilton Head for co-sponsorship for Chanukah Menorah Lighting on Sunday, December 14, 2025, 3:30 pm - 7:00 pm in the Henry C. Chambers Waterfront Park.

Background:

Legal Authority:

Home Rules & General Power.

Staff Recommendation:

Staff Recommends Approval.

Placed on Agenda For:

Action

Attachments:

1. 2025-12-14 Chanukah Menora Lighting Co-Sponsorship
2. 2025-12-14 Chanukah Menora Lighting

REQUEST FOR CO-SPONSORSHIP

Henry C. Chambers Waterfront Park

Name of Event Chanukah Menorah Lighting

Date of Event: 12/14/2025

Contact person: Menachem Hertz

Telephone: 8433011819

Please check all that apply.

	Yes	No
<i>Are you a "For Profit" entity?</i>		☒ ***
<i>Is this a fund-raising event?</i>		☒
<i>Is this event open to the public?</i>	☒	
<i>Is there a required fee / donation to attend this event?</i>		☒
<i>Are you requesting more than two (2) park areas for this event?</i>		☒
<i>Will there be any type of "sales" for this event?</i>		☒
<i>Will this event require more than four (4) hours (includes setup & take down)? This is a multiple day display</i>		☒
<i>Will alcohol be sold / served?</i>		☒

**If you answered "no" to the first question, what is your non-profit status? (501 (C) (3), (4) or (6))? 501 C3

Request for waivers/co-sponsorship of events must be approved by City Council prior to the event.

Events Coordinator Recommendation: Approved: _____ Denied: _____

Explanation: _____

Forward for Council Deliberation: _____

Date of Council Meeting

Council: Approved: _____ Denied: _____

Explanation: _____



CITY OF BEAUFORT
Waterfront Park Rental Reservation Application
Downtown Operations & Community Services Department
500 Carteret St, Ste B2 Beaufort, SC 29902

Phone: 843-379-7519

Fax: 843-986-5606

Name of Event: <u>Chanukah Menorah Lighting</u> 	Date(s) of Event: <u>Dec 14, 2025</u> Setup start/end time: <u>3:30 - 6:00pm</u> Actual event start/end time: <u>5:00 - 6:00pm</u> Take down start/end time: <u>6:00 - 7:00pm</u>
Organization/Individual Name: <u>Chabad Greater Hilton Head</u> 	Address: <u>375 Hampton Parkway</u> <u>Bluffton, SC 29910</u> Telephone: <u>843.301.1819</u> Email: <u>rabbi@jewishhiltonhead.org</u>

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to:

City of Beaufort, Attn: Downtown Operations 500 Carteret St, Ste B2 Beaufort, SC 29902

or scan and email to events@cityofbeaufort.org.

All events must abide and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7519 or visit our website at www.cityofbeaufort.org.

Is event open to the public? Yes

Will admission be charged, or donation required? No

Will alcoholic beverages be sold? No Served? No

Will food be sold? No Served? Yes

Will there be any retail sales? No

Number of people expected to attend: 50

Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for setting up and break down of the event into your chosen block of time. Blocks of time **cannot** be reserved or rented in pro-rated increments.

NO exceptions will be made to this policy.

Security Deposit is due upon approval of application

Fee payment due no less than 30 days prior to event.

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate need for electrical hookup.

WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Circle of Palms/ Dining	\$ 200.00	\$ 400.00	
Craft Market Lawn	\$ 200.00	\$ 400.00	
Contemplative Garden	\$ 200.00	\$ 400.00	
Pavilion	\$ 350.00	\$ 600.00	
Green 1	\$ 300.00	\$ 500.00	
Green 2	\$ 500.00	\$ 800.00	
Electric Fee	\$ 75.00	\$ 100.00	
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

See this link <http://www.cityofbeaufort.org/group-events-business-license.aspx> to obtain a group business license application for vendors.

Did you know?

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If you or your organization are interested in learning more about the program, volunteering or making a monetary or in-kind donation, please contact the City Manager's office @ 843-525-7070

Liability Insurance

•The City of Beaufort requires that any organization/group sponsoring any event at a City owned facility/property or right of way provide the City of Beaufort with evidence of insurance as outlined below.

General Liability as follows:

- \$500,000.00 minimum requirement per occurrence for General Liability and Auto Liability (depending on the size or type of event, this amount may increase)
- Must provide proof one week before event

Alcohol

- To serve alcohol or liquor at your event, you must obtain City Council approval.
- If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager's office at (843)-525-7070.

City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.

***(Note that alcohol consumption in city parks is prohibited with limited exception depending on location and subject to City Council approval and waiver of ordinances, obtaining applicable permits, enforcement services, etc.). In addition, the use of grills, fryers, and other combustible equipment is subject to approval and in some cases/locations strictly prohibited.**

***The use of slip and slides, balloons, and confetti are prohibited. In addition, staking of items into the ground are prohibited.**



Lessee/Applicant Signature

Nov 4, 2025

Date

-----**This section for City use**-----

Downtown Operations

Date Application Received

Deposit Paid: _____ Fees Paid: _____ Deposit to be Refunded: _____



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/05/2025
From: Jennifer Pointer, Administrative Assistant
Item Name: Request from Holy Trinity Classical Christian School to host the 7th annual Swing Bridge Run 5K on Saturday, October 31, 2026, from 6:00 am to 10:00 am.
Meeting Date: November 18, 2025
Department: Downtown Operations

Background Information:

Introduction:

Request from Holy Trinity Classical Christian School to host the 7th annual Swing Bridge Run 5K on Saturday, October 31, 2026, from 6:00 am to 10:00 am.

Background:

Swing Bridge Run will use SCDOT approved 5K route.

Legal Authority:

[City Code of Ordinances — Part 7, Chapter 6 — Parades, Picket Lines, Group Demonstrations](#)
[City Code of Ordinances — Part 7, Chapter 14 — Traffic Control and Street Closures](#)

Staff Recommendation:

Request Council Approval.

Placed on Agenda For:

Action

Attachments:

1. 2026-10-31 Swing Bridge Run
2. 2026-10-31 Swing Bridge Run App



CITY OF BEAUFORT

Waterfront Park Rental Reservation Application

Downtown Operations & Community Services Department 500

Carteret St Ste. B2 Beaufort, SC 29902

Phone: 843-379-7063 Fax: 843-986-5606

Name of Event: Swing Bridge Run and Sunrise Gathering	Date(s) of Event: 10/31/2026 Setup start/end time: 6:30AM-7:00AM Actual event start/end time: 7:00AM - 9:30AM Take down start/end time: 9:30AM-10:00AM
Organization/Individual Name: Emma Roddey Holy Trinity Classical Christian School	Address: 302 Burroughs Ave Beaufort, SC 29902 Telephone: 843-522-0660 Cell: 843-812-4339 Email: eroddey@htccs.org

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to:

City of Beaufort, Attn: Andrea Hackenberger 500 Carteret St. Suite B2 Beaufort, SC 29902,
or scan and email to jpointer@cityofbeaufort.org

All events must abide by and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7063 or visit our website at www.cityofbeaufort.org

Is the event open to the public? Yes

Will admission be charged, or donation required? No

Will alcoholic beverages be sold or served? No

Will food be sold? No

Served? Yes- water and bananas

Will there be any retail sales? No

Number of people expected to attend: 600

WFP Application Rev 082421

Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for set up and take down of the event into your chosen block of time. Blocks of time **cannot** be reserved or rented in pro rated increments. **NO exceptions will be made to this policy.**

Security Deposit is due upon approval of application

Fee payment due no less than 30 days prior to event.

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate the need for electrical hookup.

WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Circle of Palms/ Dining	\$ 200.00	\$ 400.00	
Craft Market Lawn	\$ 200.00	\$ 400.00	
Contemplative Garden	\$ 200.00	\$ 400.00	
Pavilion	\$ 350.00	\$ 500.00	
Green 1	\$ 300.00	\$ 500.00	
Green 2	\$ 450.00	\$ 750.00	
Electric Fee	\$ 50.00	\$ 75.00	
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

See this link <http://www.cityofbeaufort.org/group-events-business-license.aspx> to obtain a group business license application for vendors.

Did you know?

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If you or your organization are interested in learning more about the program, volunteering or making a monetary or in-kind donation, please contact the City Manager's office @ 843-525-7070 or visit, <http://www.cityofbeaufort.org/270/Beaufort-Pride-of-Place> THANK YOU!

Liability Insurance

•The City of Beaufort requires that any organization/group sponsoring any event at a City owned facility/property or right of way provide the City of Beaufort with evidence of insurance as outlined below.

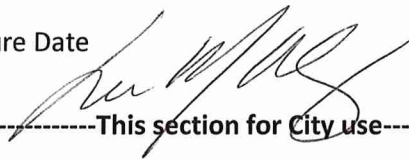
General Liability as follows:

•\$500,000.00 minimum requirement per occurrence for General Liability and Auto Liability (depending on the size or type of event, this amount may increase) •Must provide proof one week before event

Alcohol

•To serve alcohol or liquor at your event, you must obtain City Council approval. •If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager's office at (843)-525-7070. City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.

Lessee/Applicant Signature Date

 10-5-2025

-----This section for City use-----

Events Coordinator -Jennifer Pointer

Date Application Received

Deposit Paid:

Deposit to be Refunded:

Fees Paid:

WFP Application Rev 082421



5K RUN/WALK APPLICATION

City of Beaufort-Downtown Operations & Community Services

Attn: Andrea Hackenberger-Downtown Manager & Events Coordinator

500 Carteret Street, Suite B2 Beaufort, SC 29902

Phone: (843) 379-7063 / Email: ahackenberger@cityofbeaufort.org | www.cityofbeaufort.org

To be filed NOT LESS than 150 days before event

Fee: \$25.00 non-refundable application fee is payable when the application is submitted

Run/Walk Route: City of Beaufort has a standard route in place that everyone must follow

Name of Applicant: Emma Roddey/Holy Trinity Classical Christian School

Address: 302 Burroughs Ave. Beaufort, SC 29902 **Phone** #843-522-0660

Email: eroddey@htccs.org

Name of Sponsoring Organization: Holy Trinity Classical Christian School

Address: 302 Burroughs Ave. Beaufort, SC 29902

Date of 5K Run/Walk: Saturday, October 31, 2026

Time of 5K Run/Walk will Begin: 8:00 AM **5K Run/Walk will Terminate:** 9:30AM

Time 5K Run/Walk Line-Up Begins: 7:45AM **Location(s) of Line-Up Area(s):** Freedom Mall

Approximate Number of Persons, Animals in the 5K Run/Walk: 600

5K Run/Walk will occupy all the width of the streets to be traversed: yes

5K Run/Walk will occupy only a portion of the width of the streets to be traversed: no

OFFICE USE ONLY: Application received by: _____ Date Received: _____

Receipt #: _____ Approved By: _____

NOTE: IF THE 5K RUN/WALK IS DESIGNED TO BE HELD BY AND ON BEHALF OF OR FOR ANY PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE A LETTER FROM THAT PERSON WITH THE CITY MANAGER AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.

Signature of Applicant: _____

Date: 11-5-2025



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/17/2025
From: Jennifer Pointer, Administrative Assistant
Item Name: Request from the Beaufort Yacht Club for a waiver of drinking in public in the Henry C. Chambers Waterfront Park on Saturday, December 6, 2025, from 5:00 pm to 8:00 pm for their annual Christmas Party.
Meeting Date: November 18, 2025
Department: Downtown Operations

Background Information:

Introduction:

Request from the Beaufort Yacht Club for a waiver of drinking in public in the Henry C. Chambers Waterfront Park on Saturday, December 6, 2025, from 5:00 pm to 8:00 pm for their annual Christmas Party.

Background:

Legal Authority:

[Code of Ordinances-Part 7, Chapter 7, Sec. 7-7002. - Public Drinking](#)

Staff Recommendation:

Staff recommends approval

Placed on Agenda For:

Action

Attachments:

1. 2025-12-06 BYC Christmas Party
2. Ltr to City of Beaufort - BYC Xmas Party
3. 2025-12-06 BYC ACORD Form 20251114-103609



CITY OF BEAUFORT
Waterfront Park Rental Reservation Application
Downtown Operations & Community Services Department 500
Carteret St Ste. B2 Beaufort, SC 29902

Phone: 843-379-7519

Fax: 843-986-5606

Name of Event: <u>Beaufort Yacht Club Christmas Party</u>	Date(s) of Event: <u>12/06/2025</u> Setup start/end time: <u>5:00pm-5:30pm</u> Actual event start/end time: <u>5:30pm-7:30pm</u> Take down start/end time: <u>7:30pm-8:00pm</u>
Organization/Individual Name: <u>Beaufort Yacht Club</u>	Address: <u>PO Box 90, Beaufort, SC</u> Telephone: <u>843-263-5294</u> Email: <u>twenge@twlawfirm.com</u>

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to:

City of Beaufort, Attn: Downtown Operations 500 Carteret St. Suite B2 Beaufort, SC

29902, or scan and email to events@cityofbeaufort.org.

All events must abide and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7519 or visit our website at www.cityofbeaufort.org

Is event open to the public? no

Will admission be charged, or donation required? no

Will alcoholic beverages be sold? no Served? yes

Will food be sold? no Served? yes

Will there be any retail sales? no

Number of people expected to attend: no

Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for set up and take down of the event into your chosen block of time. Blocks of time **cannot** be reserved or rented in pro rated increments. **NO exceptions will be made to this policy.**

Security Deposit is due upon approval of application

Fee payment due no less than 30 days prior to event.

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate need for electrical hookup.

WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Circle of Palms/ Dining	\$ 200.00	\$ 400.00	
Craft Market Lawn	\$ 200.00	\$ 400.00	
Contemplative Garden	\$ 200.00	\$ 400.00	
Pavilion	\$ 350.00	\$ 500.00	
Green 1	\$ 300.00	\$ 500.00	
Green 2	\$ 450.00	\$ 750.00	
Electric Fee	\$ 50.00	\$ 75.00	
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

See this link <http://www.cityofbeaufort.org/group-events-business-license.aspx> to obtain a group business license application for vendors.

Did you know?

BEAUFORT PRIDE OF PLACE is a community involvement initiative that helps improve and develop quality of life throughout the city. Individuals, organizations, and visitors can get involved by donating money, equipment or time to assist the City with neighborhood improvement projects, youth programs, upgrading infrastructure and beautifying parks.

If you or your organization are interested in learning more about the program, volunteering or making a monetary or in-kind donation, please contact the City Manager's office @ 843-525-7070

Liability Insurance

•The City of Beaufort requires that any organization/group sponsoring any event at a City owned facility/property or right of way provide the City of Beaufort with evidence of insurance as outlined below.

General Liability as follows:

- \$500,000.00 minimum requirement per occurrence for General Liability and Auto Liability (depending on the size or type of event, this amount may increase)
- Must provide proof one week before event

Alcohol

- To serve alcohol or liquor at your event, you must obtain City Council approval.
- If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager's office at (843)-525-7070.

City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.



Lessee/Applicant Signature

11/14/2025

Date

-----This section for City use-----

Downtown Operations

Date Application Received

Deposit Paid: _____ Fees Paid: _____ Deposit to be Refunded: _____

TWENGE + TWOMBLEY LAW FIRM, LLC
311 Carteret Street
Beaufort, South Carolina 29902
Ph:: 843.982.0100 Fax:: 843.982.0103
Web:: Twlawfirm.com

J. Ashley Twombley*
Karl D. Twenge+
Thomas B. Iandoli

*Licensed in SC + GA
+ SC Circuit Court Mediator

November 17, 2025

Via Electronic Mail

Ms. Jennifer Pointer - Events & Tours Coordinator
City of Beaufort, SC
500 Carteret St.
Beaufort, SC 29902
jpointer@cityofbeaufort.org

RE: Beaufort Yacht Club Annual Christmas Party – Use of Waterfront Park

Dear Jennifer:

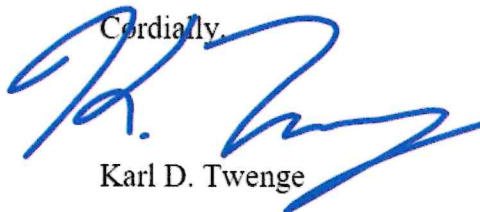
On behalf of the Beaufort Yacht Club, we write to inform and request approval for our annual Christmas Party, which we plan to host in conjunction with the Beaufort Boat Parade. As in previous years, we would like to begin the event with an appetizer gathering and a beer-and-wine bar located in the Waterfront Park. All alcoholic beverages will be provided at no charge to attendees.

We truly appreciate the City's support and your willingness to accommodate us over the last five or six years. It has helped make this event something our members look forward to every holiday season.

Thank you for your time and consideration. Please let us know if any additional information is needed.

With kind regards, I remain,

Cordially,



Karl D. Twenge



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/21/2025
From: Scott Marshall, City Manager
Item Name: Approval of the Council Meetings Schedule and Holiday Schedule for 2026
Meeting Date: November 18, 2025
Department: City Managers Office

Background Information:

Introduction:

This is the listing of all the Worksessions, Regular Meetings, Quarterly Capital Project Updates, and Council Strategic Planning Retreat for 2026. This also included the proposed Summer Break schedule.

The Holiday Observance schedule for 2026 is also attached.

Background:

Legal Authority:

South Carolina Home Rule Act – S.C. Code Ann. § 5-7-30

Staff Recommendation:

Staff recommends approval

Placed on Agenda For:

Action

Attachments:

1. 2026 Draft Meeting Schedule
2. 2026 Holiday Observance Schedule



City of Beaufort, South Carolina

2026 City Council Meeting Schedule

- Regular Council Meetings: 2nd Tuesday each month at 6:00 PM.
- Work Sessions: 4th Tuesday each month at 5:00 PM.
- No meetings are scheduled July 15 – August 17.

Month	Meeting Type	Date	Time
January	Regular Council Meeting	January 13, 2026	6:00 PM
	Work Session	January 27, 2026	5:00 PM
February	Regular Council Meeting	February 10, 2026	6:00 PM
	Quarterly Capital Projects Update	February 17, 2026	5:00 PM
	Work Session	February 24, 2026	5:00 PM
March	Regular Council Meeting	March 10, 2026	6:00 PM
	Work Session	March 24, 2026	5:00 PM
April	Regular Council Meeting	April 14, 2026	6:00 PM
	Budget Workshop	April 21, 2026	5:00 PM
	Work Session	April 28, 2026	5:00 PM
May	Regular Council Meeting	May 12, 2026	6:00 PM
	Quarterly Capital Projects Update	May 19, 2026	5:00 PM
	Work Session	May 26, 2026	5:00 PM
June	Regular Council Meeting	June 09, 2026	6:00 PM
	Work Session	June 23, 2026	5:00 PM
July	Regular Council Meeting	July 07, 2026	6:00 PM
	Work Session	July 14, 2026	5:00 PM
August	Regular Council Meeting	August 18, 2026	6:00 PM
	Work Session & Capital Projects Update	August 25, 2026	5:00 PM
September	Regular Council Meeting	September 08, 2026	6:00 PM
	Work Session	September 22, 2026	5:00 PM
October	Regular Council Meeting	October 13, 2026	6:00 PM
	Work Session	October 27, 2026	5:00 PM
November	Regular Council Meeting	November 10, 2026	6:00 PM
	Quarterly Capital Projects Update	November 17, 2026	5:00 PM
	Work Session	November 24, 2026	5:00 PM
December	Regular Council Meeting	December 08, 2026	6:00 PM
	Work Session	December 15, 2026	5:00 PM

Location: Beaufort City Hall, 1911 Boundary Street, Beaufort, SC 29902

For updates, visit www.cityofbeaufort.org



CITY OF BEAUFORT
HUMAN RESOURCES DEPARTMENT
1911 Boundary Street
BEAUFORT, SC 29902

Ivette Burgess
Human Resources Director

2026 Holiday Observance Schedule

<u>Observed Holiday</u>	<u>Day of Week</u>	<u>Date</u>
New Year's Day	Thursday	January 1
Martin Luther King Day	Monday	January 19
President's Day	Monday	February 16
Good Friday	Friday	April 3
Memorial Day	Monday	May 25
Juneteenth	Friday	June 19
Independence Day (July 4)	Friday	July 3
Labor Day	Monday	September 7
Veterans Day	Wednesday	November 11
Thanksgiving Day	Thursday	November 26
Day after Thanksgiving	Friday	November 27
Christmas Eve	Thursday	December 24
Christmas Day	Friday	December 25
Floating Holiday	Any Day	January 1 – December 31



City Council Worksession

Meeting Minutes – Planning Conference Room – 1st Floor

October 14, 2025

I. CALL TO ORDER

5:00 PM

Philip Cromer, Mayor

Members of Council in attendance - Philip Cromer, Neil Lipsitz, Michael McFee, Mitch Mitchell, Josh Scallate.

II. EMPLOYEE NEW HIRE RECOGNITION

A. Municipal Court.

Dana Wessels, Deputy Clerk of Court, introduced Annalyse Garvey.

III. PRESENTATIONS

A. Waterfront Advisory Committee Report to Council.

Joe Oliver, Chair of the Waterfront Advisory Committee, started off by saying the Engineers were asked to analyze three options.

- Rebuild the relieving platform at the same size and shape.
- Replace with a seawall and backfill.
- Replace with a hybrid structure - which would include fixed and floating elements.

All the options to be presented at various tide level assumptions and will include cost estimates with and without docking capabilities for cruise ships.

A questionnaire will be drafted and sent out in October/November too gather what issues the public feels is important. A presentation by the engineers to show design options and cost estimates to the public should be done sometime within the First Quarter of 2026.

Committee recommendations at this time are:

- City should proceed as soon as possible in parallel with permitting and procurement for engineering and construction of temporary access to the Day Dock.
- City should consider additional options to facilitate more public access at the Waterfront Park over the next 3 - 5 years.

Mr. Oliver briefly spoke about the Safe Harbor Lease, and the agreement from 1976 which prohibits the sale or lease of the Marina. They are still awaiting clarification from the Federal Government on this issue.

IV. DISCUSSIONS

A. Public Works Contracting Services Compared to In-House Services.

Nate Farrow, Public Works Director and **Alan Eisenman, Finance Director**, stated the City would like to pursue having street sweeping and facilities maintenance done In-House, rather than contracting those out through a third-party. The City issued Requests for Proposals for both of these services that came back with much higher figures than was budgeted. Mr. Farrow went over the benefits of moving these In-House which included improved ownership of work, and better attention to detail. Also shown was a comparison of the Contract costs versus In-House costs.

Council is supportive of moving forward with bringing Facilities Maintenance In-House. Staff will move forward with this Budget Amendment.

Council wants another RFP to be issued for Street Sweeping with a clearer scope of work being provided. They do not want to compete with the private sector. Also discussed was the cost of maintaining a street sweeper.

B. Tourism Development Advisory Committee (TDAC) State Accommodations Tax Grant Award Recommendations.

Alan Eisenman, Finance Director, introduced the members of TDAC who were in attendance.

Chetan Patel went over the Fiscal Year 26 Recommendations. This included figures that covered revenues and expenditures. This left an available \$649,420.00 which could be disbursed. The total amount of all the recommendations came to \$616,074.00. This left an amount of \$33,346.00 that could be carried over. He and **Randy Novick** went over the recommendations, how they scored the applicants, the reasons behind the scores, and the amounts they felt were appropriate to be given to each. The majority of the applicants received what they had asked for this year.

Members of Council expressed their individual concerns regarding the allocations.

C. Public Camping Ordinance Proposed update.

JJ Sauvé, Deputy City Manager stated this is being brought forth to enhance enforcement by the Police Department for those that sleep or store belongings in the doorways of privately owned businesses. The current ordinance reads property “owned by the City” which is creating ambiguity during enforcement. On a legal review, the City Attorney advised staff that Section 9-1003 could be amended to remove the ambiguity and remain enforceable.

The revisions clarify definitions, extend protections to privately owned locations that function as public space, and add due process safeguards. The Police Department will incorporate the warning step into their standard operating procedures, and the Municipal Court can absorb any additional caseload. He then went over those changes and provided reasons for them.

Councilman Scallate asked for Chief Price’s thoughts on the language changes and how they might help the Police Department. He also inquired about the enforcement aspect. All fines or jail time is at the discretion of the presiding judge over the case. She also spoke about a program, in its infancy, where churches are helping the homeless by providing one-way bus tickets to someone that would leave if they had a means of doing so. This would be a completely voluntary program. No one would be forced to participate. So far, two individuals have been helped out in this way.

Councilman Mitchell applauds what Chief Price is doing, but stated we are heavy on the ordinance to get rid of the homeless. We have a lot of people right here, and he does not understand why we cannot get any traction to see what can be done to help these people out. They are not going to disappear. We, as a City, should put effort into trying to have something in our City. We need to take care of the people who want to be where they are. Doesn't hear any solutions except to get rid of them. **Councilman Scallate** stated the resources are fragmented throughout the County and need to be brought together. **City Manager, Scott Marshall**, said this is a regional issue. They are working on having members of the Beaufort County Human Services Department come to one of the SOLOCO meetings where all the local municipalities are represented.

The following addressed Council with their comments and concerns on topics discussed:

Robb Wells, President and CEO of Greater Beaufort-Port Royal Merchants Association
Mike Tomy, 1107 Craven Street
Joe Macdermant, 1809 Boundary Street

V. ADJOURN

6:44 PM

Disclaimer: This document is a summary. All City Council Worksessions and Regular Meetings are recorded. Live stream can be found on the City's website at www.cityofbeaufort.org (Agenda section). Any questions, please contact the City Clerk, Traci Guldner at 843-525-7024 or by email at tguldner@cityofbeaufort.org.

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80 (a)(d)(e), as amended, notification of regular meetings was given at the beginning of the calendar year. A copy of the agenda was posted on the City's bulletin board and website www.cityofbeaufort.org twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.



City Council Regular Meeting

Meeting Minutes – City Hall Council Chambers, 2nd Floor

October 14, 2025

I. CALL TO ORDER

7:01 PM

Philip Cromer, Mayor

Members of Council in attendance - Philip Cromer, Neil Lipsitz, Michael McFee, Mitch Mitchell, Josh Scallate.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Bryson Williams, Carteret Street United Methodist Church.

III. PUBLIC COMMENT – AGENDA ITEMS

No public comment.

IV. MEETING AGENDA APPROVAL

Motion to approve the Meeting Agenda was made by Councilman Lipsitz and seconded by Councilman Scallate.

All were in favor, motion carried.

V. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Character Education Proclamation, Keniyah Rhodan, Beaufort Middle School.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

All were in favor, motion carried.

B. Proclamation proclaiming October as Domestic Violence Awareness Month.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

All were in favor, motion carried.

VI. EXECUTIVE SESSION

A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Receipt of legal advice regarding litigation.

Councilman Lipsitz made a motion to go into Executive Session and seconded by Mayor Pro Tem, McFee.

All were in favor, motion carried.

Councilman Lipsitz made a motion to come out of Executive Session and seconded by Councilman Mitchell.

All were in favor. Motion carried.

No actions from Executive Session.

VII. ADMINISTRATIVE HEARING TO APPEAL A DECISION RELATED TO THE REDEVELOPMENT INCENTIVE PROGRAM

A motion to adopt the Procedure for Consideration of Redevelopment Incentive Program Appeal was made by Mayor Pro Tem, McFee and seconded by Councilman Scallate.

All were in favor, motion carried.

Mayor Cromer stated this is a hearing of the appeal requested by HD Acquisition Company of the City's denial of the company's request of property taxes requested pursuant to the Beaufort Redevelopment Incentive Program.

Ginny Bozeman, Pope Flynn Group, served as counsel for City Council.

Bill Harvey, Harvey and Battey, was counsel for the Appellant, Mr. David Hornsby.

Bill Coppage, Coppage Law firm, served as counsel for the City of Beaufort/Staff.

Each side was given 5 minutes for opening remarks.

Witnesses for the Appellant were Mr. David Hornsby, and Mr. Bill Prokop.

Witness for the City was Mr. David Prichard.

All witnesses were able to be questioned by all parties.

Each side was given 5 minutes for closing remarks.

Mayor Cromer asked for a motion to either deny or grant the appeal.

Councilman Scallate made a motion to deny the appeal based on the following:

Under Section 5-2021 of the Redevelopment Ordinance under definitions "Property owner" defined for the purposes of this article, any person, persons, or entity with legal title to the property in question will be deemed property owner.

Section 5-2022 General Provisions under Subsection B "Qualification for the Program", it states no person or entity other than the qualifying property's bona fide owner may receive any reimbursement for taxes paid. No property may qualify for the program more than one (1) time or under more than one (1) section. Under Subsection F "Reimbursements by City", it states in no event will the city's development incentives to any property owner exceed the city's projections or actual payments made to the city by that property owner.

Under Subsection 5-2024 for New Construction and Redevelopment Corridors it states the City will pay the property owner for all such real property taxes which the property owner will pay which are attributable to the qualifying new construction for a maximum period of three years upon the owner's receipt of Certificate of Occupancy for that newly constructed building or that area of the previously existing commercial building which was renovated, improved, and or added.

Therefore, the ordinance does not justify the request for reimbursement in this case.

The motion was seconded by Mayor Pro Tem, McFee.

There was no further discussion.

The motion to deny the appeal was approved by all of Council.

VIII. CONSENT AGENDA

Motion to approve the Consent Agenda was made by Councilman Lipsitz and seconded by Councilman Mitchell.

All were in favor, motion carried.

Items approved are listed below:

- A. Capital Projects Monthly Report.
- B. Community Development Monthly Report.
- C. Downtown Operations Monthly Report.
- D. Finance Department Monthly Report.
- E. Fire Department Monthly Report.
- F. Human Resources Monthly Report.
- G. IT Monthly Report.
- H. Municipal Court Monthly Report.
- I. Police Department Monthly Report.
- J. Public Works Monthly Report.
- K. Request permission from Bikers Against Bullies USA to host the 45th Annual Beaufort Motorcycle Toy Run on Sunday, December 14, 2025, at 1:00 pm.
- L. Request from Help of Beaufort to host the Firecracker 5k with street/bridge closures from 7:00 am to 9:00 am on July 4, 2026.
- M. Request from the Beaufort History Museum to hold its annual NY Highlanders Encampment, Oct 31 - Nov 2, 2025, at The Arsenal and will need parking spaces and trash cans.
- N. Request for Free Holiday Parking Options from Thanksgiving to New Year's Day.

IX. MINUTES

- A. Worksession and Regular Meeting - September 9, 2025.

Motion to approve was made by Councilman Lipsitz and seconded by Councilman Scallate.

Minutes approved as presented.

- B. Special Joint Workshop of Council with the Waterfront Advisory Committee Meeting - September 24, 2025.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

Councilman Mitchell abstained from the vote as he was not present.

Minutes approved as presented.

X. OLD BUSINESS

- A. Ordinance for the lease of commercial space that is part of the real property owned by the City of Beaufort, South Carolina located at 500 Carteret Street to Sea Island Insurance Group, LLC - Second Reading.

Motion to approve was made by Councilman Mitchell and seconded by Councilman Lipsitz.

Councilman Scallate made a motion to amend the terms of the lease to 1 year with the option of a one-time 6 month extension. The motion was seconded by Mayor Cromer.

The amended motion failed by a vote of 3 - 2.

Mayor Pro Tem, McFee, Councilman Lipsitz and Councilman Mitchell voted against.

Mayor Cromer and Councilman Scallate voted in favor.

The main motion passed by a vote of 3 - 2.

Mayor Pro Tem, McFee, Councilman Lipsitz and Councilman Mitchell voted in favor of the main motion.

Mayor Cromer and Councilman Scallate voted against.

XI. NEW BUSINESS

- A. Request for co-sponsorship of Whitehall Park from The Beaufort Garden Club to host the Wild Wonders for Kids - "From the Woods to the Waves" on Saturday, March 28, 2026, 9:00 am to 1:00 pm with a rain date of Saturday, April 25, 2026, from 9:00 am to 1:00 pm.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

All were in favor, motion carried.

- B. Request for Main Street Beaufort co-sponsorship, waiver of police service fees, and drinking in public - Boo-tique Crawl, Thursday, October 23, 2025, from 5:00 pm to 8:00 pm.

Councilman Scallate recused himself from the vote due to a personal conflict. A copy of the Recusal Form is attached to the minutes.

Motion to approve was made by Councilman Mitchell and seconded by Councilman Lipsitz.

All were in favor, motion carried.

- C. Main Street Beaufort, in partnership with the Freedman Arts District, requests waivers of noise ordinance, temporary sign permit fee, vendor coverage including the Group Event business license fee for Artists Sunday on November 30, 2025, from 12:00 pm to 4:00 pm.

Motion to approve was made by Councilman Scallate and seconded by Councilman Lipsitz.

All were in favor, motion carried.

- D. Resolution for the formation of a Special Purpose Committee to advise City Council regarding advancing initiatives in the Historic District by the City of Beaufort, South Carolina.

Motion to approve was made by Councilman Lipsitz and seconded by Councilman Scallate.

Curt Freese, Community Development Director, provided an overview which included their purpose.

Mike Tomy, Chair of the Planning Commission addressed Council.

Councilman Mitchell made a motion to amend by adding the Vice Chair of the Planning Commission as an ex-officio member. The motion was seconded by Mayor Pro Tem, McFee.

All were in favor of the amended motion.

All were in favor of the main motion, motion carried.

- E. Resolution Updating the City of Beaufort Compensation and Classification Plan.

Motion to approve was made by Councilman Mitchell and seconded by Councilman Lipsitz.

Alan Eisenman, Finance Director, provided an overview.

All were in favor, motion carried.

- F. An Ordinance to amend City of Beaufort Ordinance 2025/13 Regarding the Fiscal Year 2025-2026 City of Beaufort Budget to provide for the revenues and expenditures of General Fund, Parks and Tourism Fund, Stormwater Fund and American Rescue Plan Act Fund - First Reading.

Motion to approve was made by Councilman Lipsitz and seconded by Mayor Pro Tem, McFee.

Alan Eisenman, Finance Director, provided an overview. He stated this is for Scenario Number 3 which is comprised of the MAG recommendation with department input adjustments and an additional \$1,000.00 for Police, Fire and Public Works except for department directors and City Manager adjustments. Budget impact is \$852,012.00.

All were in favor, motion carried.

- G. Authorization to allow the City Manager to enter into a Contractual Agreement for Parking Management and Enforcement Services.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Mitchell.

Alan Eisenman, Finance Director, provided an overview. The City received four bids. The costs for these services are incurred as a reduction to gross parking and citation revenues. The Fiscal Year 2026 budgeted net revenues is \$225,000.00. Metropolis was selected as the most responsive bidder.

Councilman Scallate inquired if the City looked at possibly managing this in house as opposed to contracting the services out. Since this was not done, he stated he would be voting against as he feels it prudent to compare the costs.

The motion passed by a vote of 4 - 1. Councilman Scallate voted against.

- H. Authorization to allow the City Manager to enter into a Contractual Agreement for Information Technologies Support Services.

Motion to approve was made by Councilman Scallate and seconded by Councilman Lipsitz.

Alan Eisenman, Finance Director, provided an overview. The City received five bids. Interdev Technologies was selected as the most responsive bidder.

All were in favor, motion carried.

- I. Resolution authorizing the Beaufort History Museum to handle the auction of historical items in the possession of the City of Beaufort and for the proceeds of such auction to be paid to the Beaufort History Museum for its services in disposing of the surplus historical items and furthering historic preservation and education.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

All were in favor, motion carried.

- J. Resolution updating the SOP Manual for City Council, Boards, Commissions, Committee Meetings.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Mitchell.

JJ Sauvé, Deputy City Manager, provided an overview and stated this addresses Councilmember appointments to other advisory bodies. There is also another potential change that can be made by motion if Council so moves to keep the Regular Meetings on the second Tuesday of the month but move the start time to 6:00 pm. The Worksession would move to the fourth Tuesday of the month and stay at the start time of 5:00 pm. If approved, this would go into effect January 2026.

Councilman Scallate made a motion to adopt the changes as presented. The motion was seconded by Councilman Lipsitz.

The amended motion passed by a vote of 3 - 2.

Mayor Cromer, Councilman Lipsitz and Councilman Scallate were in favor.

Mayor Pro Tem, McFee and Councilman Mitchell were against.

The main motion passed by a vote of 3 - 2.

Mayor Cromer, Councilman Lipsitz and Councilman Scallate were in favor.

Mayor Pro Tem, McFee and Councilman Mitchell were against.

- K. An Ordinance to update the Operation of Golf Carts Within the City of Beaufort Pursuant to § 56-2-90 of the South Carolina Code - First Reading.

Motion to approve was made by Councilman Lipsitz and seconded by Councilman Scallate.

JJ Sauvé, Deputy City Manager, provided an overview of the change. This was to remove the City permit fee. The fees to be collected from the registration portion of the ordinance were outweighed by the time and resources needed to collect the fees and conduct the registration process. No other municipality around us are collecting this fee.

All were in favor, motion carried.

XII. PUBLIC COMMENT – NON-AGENDA ITEMS

Dennis Ross, 13 Ridge Road, spoke about development on Cane Island and traffic concerns.

Ginger Marshall, Beaufort County EMS, spoke about the upcoming First Responder Food Drive.

Finn Egan, 27 Sheffield Avenue, spoke about the development on Cane Island.

Ed Hancock, who lives across from Upper Cane Island, spoke about the development on Cane Island.

XIII. REPORTS

City Manager's Report

Read a portion of a letter he had received praising Linda Roper, Downtown Operations Director, for her professionalism and customer service.

Provided an update on the Craven and Charles Street Drainage Project.

Thanked all who helped make the Beaufort Shrimp Festival a success.

Stated the Police Department was recently awarded a federal grant to support our Community Response Team, strengthening our ability to connect residents with appropriate services and enhance public safety.

Mentioned the Halloween in the Park event. This will take place on Saturday, October 18, 2025, in the Henry C. Chambers Waterfront Park from 10:00 am - 2:00 pm.

Beaufort County's Trunk or Treat event will be held on Saturday, October 18, 2025, from 2:00 pm - 5:00 pm at the Charles Lind Brown Activity Center.

Reported the Deputy City Manager, JJ Sauv , will be leaving the City on October 31, 2025. He thanked him for his leadership. He wished him and his family much happiness and success.

Mayor's Report

Stated he had received an acknowledgement from Dr. Canu with USCB, giving appreciation to City Council for two decades of steadfast partnership.

Councilman Mitchell

Attended the 33rd annual Beaufort County Youth Conference with Mayor Cromer and Councilman Scallate.

Thanked Representative Shannon Erickson for bringing the Department of Transportation Ad hoc Committee to Beaufort High School to address the transportation concerns in our area.

Mayor Pro Tem, McFee

Thanked staff for the efforts with the Shrimp Festival.

Attended many Ribbon Cuttings and meetings.

He gave a presentation to the Carteret Street United Methodist Church Men's Club about the Waterfront Park and drainage projects downtown.

Councilman Scallate

Read some prepared remarks. Those are attached to these minutes.

Councilman Lipsitz

Attended a Municipal Association of South Carolina (MASC) Advocacy meeting with Mayor Cromer.

Spoke to the Complete Student Government Class.

Attended the Constitution Week event at the Henry C. Chambers Waterfront Park.

Members of Council wished JJ Sauvé the best and wished him well in his future endeavors.

XIV. EXECUTIVE SESSION

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding the purchase or sale of property.
- B. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Receipt of legal advice on current and pending litigation.

Councilman Lipsitz made a motion to go into Executive Session and seconded by Mayor Pro Tem, McFee.

All were in favor, motion carried.

Councilman Lipsitz made a motion to come out of Executive Session and seconded by Mayor Pro Tem, McFee.

All were in favor, motion carried.

No actions from Executive Session.

XV. ADJOURN

10:57 PM

Motion to adjourn was made by Councilman Lipsitz and seconded by Mayor Pro Tem, McFee.

All were in favor, motion carried.

Disclaimer: This document captures all actions taken by Council and summarizes discussions. All City Council Worksessions and Regular Meetings are recorded. Live stream can be found on the City's website at www.cityofbeaufort.org (Agenda section). Any questions, please contact the City Clerk, Traci Guldner at 843-525-7024 or by email at tguldner@cityofbeaufort.org.

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80 (a)(d)(e), as amended, notification of regular meetings was given at the beginning of the calendar year. A copy of the agenda was posted on the City's bulletin board and website www.cityofbeaufort.org twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/16/2025
From: Alan Eisenman, Finance Director
Item Name: An Ordinance to amend City of Beaufort Ordinance 2025/13 regarding the Fiscal Year 2025-2026 City of Beaufort Budget to provide for the revenues and expenditures of General Fund, Parks and Tourism Fund, Stormwater Fund and American Rescue Plan Act Fund- Second Reading
Meeting Date: November 18, 2025
Department: Finance Department

Background Information:

Introduction:

The City engaged Management Advisory Group (MAG) to conduct a comprehensive classification and compensation study to evaluate current practices and provide recommendations for improvement. This budget amendment is for Scenario #3 which is comprised of MAG recommendation with department input adjustments, an additional \$1,000 for Police, Fire and Public Works except for department directors and City Manager adjustments.

Background:

Management Advisory Group presented the final report to City Council Work Session on July 8, 2025. City staff put together various scenarios and long-term financial impact during August 26, 2025 Work Session meeting and narrowed it down to Scenario #2 and Scenario #3 during September 9th Work Session meeting.

Legal Authority:

S.C. Code Ann. § 5-7-260; Title 5, Chapter 7

Staff Recommendation:

Staff recommends for Council's consideration approval of first reading of the budget amendment. The second reading will take place on November 18, 2025.

Placed on Agenda For:

Action

Attachments:

1. Budget Ordinance Amendment
2. Scenario #3 Summary
3. Compensation Study Presentation

ORDINANCE

AN ORDINANCE TO AMEND CITY OF BEAUFORT ORDINANCE 2025/13 REGARDING THE FISCAL YEAR 2025-2026 CITY OF BEAUFORT BUDGET TO PROVIDE FOR THE REVENUES AND EXPENDITURES OF GENERAL FUND, PARKS AND TOURISM FUND, STORMWATER FUND, AND AMERICAN RESCUE PLAN ACT FUND.

WHEREAS, Section 5-7-260 of the South Carolina Code of Laws requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

WHEREAS, on June 10, 2025, the City of Beaufort (hereinafter "City") adopted Ordinance No. 2025/13 which set the City's FY 2025- 2026 budget and associated expenditures; and

WHEREAS, the City contracted with Management Advisory Group (MAG) to perform a classification and compensation study with the final report issued on July 24, 2025;

WHEREAS, City staff is bringing forward for Council's consideration to implement Scenario #3 as presented during the September 9, 2025 Council Work Session meeting which includes MAG's recommendations with department input adjustments and an additional \$1,000 for all Police, Fire and Public Works employees excluding department heads retroactively applied beginning on July 1, 2025;

WHEREAS, City Council approved a Resolution to update the City's classification and compensation plan;

WHEREAS, the City is committed to attracting and retaining highly skilled and performing employees to deliver the highest standard of public service for our community;

WHEREAS, it is necessary and proper to appropriate, obligate, and budget funds for the above-referenced items; and

WHEREAS, in compliance with South Carolina law and in the interest of maintaining good accounting practices and transparency in the budget process, it is beneficial and necessary to amend the budget to reflect this additional appropriation of funds.

NOW, THEREFORE, BE IT ORDAINED by the City of Beaufort Council that the FY 2025-2026 City of Beaufort Ordinance 2025/13 is hereby amended by the addition of the following, such that the General Fund FY26 Budget and the Consolidated FY26 Revised Budget are as shown on Exhibits A and B, hereto

SECTION 1. AMENDMENT

General Fund

Revenues

Use of General Fund Fund Balance- Unassigned	\$ 700,834
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Total Revenues	<u><u>700,834</u></u>
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Expenditures

City Manager Department- Personnel	4,382
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Finance Department- Personnel	7,742
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Human Resources Department- Personnel	5,389
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Court Department- Personnel	15,389
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Community Development Department- Personnel	7,088
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Fire Department- Personnel	438,468
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Police Department- Personnel	189,584
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Public Works- Personnel	32,792
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Total Expenditures	<u><u>\$ 700,834</u></u>
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Parks and Tourism Fund

Revenues

Use of Parks and Tourism Fund Fund Balance- Restricted	\$ 114,004
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Total Revenues	<u><u>114,004</u></u>
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Expenditures

Police Department- Personnel	63,195
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Public Works Parks Department- Personnel	32,792
--	--------

Downtown Operations Department- Personnel	18,017
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Total Expenditures	<u><u>\$ 114,004</u></u>
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Stormwater Fund

Revenues

Use of Stormwater Fund Fund Balance- Restricted	\$ 32,792
---	-----------

Total Revenues	<u><u>32,792</u></u>
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Expenditures

Public Works Stormwater Department- Personnel	32,792
---	--------

Total Expenditures	<u><u>\$ 32,792</u></u>
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American Rescue Plan Act (ARPA) Fund

Revenues

Use of ARPA Fund Fund Balance- Restricted	\$ 4,382
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Total Revenues	<u><u>4,382</u></u>
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Expenditures

City Manager Department- Personnel	4,382
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Total Expenditures	<u><u>\$ 4,382</u></u>
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SECTION 2. EFFECTIVE DATE

This Ordinance shall be effective upon its enactment by the City Council for the City of Beaufort.

PHILIP E. CROMER, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK

1ST Reading October 14, 2025

2nd Reading & Adoption _____

Attachments:

- A. General Fund FY26 Budget
- B. Consolidated FY26 Revised Budget

EXHIBIT A**General Fund FY26 Budget**

	Adopted FY26 Budget	Budget Amendment #1	Budget Amendment #2	Revised FY26 Budget
<u>Revenues</u>				
Property Taxes	\$ 9,969,172	\$ -	\$ -	\$ 9,969,172
Licenses & Permits	7,817,000	-	-	7,817,000
Intergovernmental	4,230,180	1,500,000	-	5,730,180
Franchise Fees	2,384,440	-	-	2,384,440
Charges for Services	1,720,245	-	-	1,720,245
Fines & Forfeitures	67,000	-	-	67,000
Miscellaneous	60,000	-	-	60,000
Interest	600,000	-	-	600,000
Transfers In	69,584	-	-	69,584
Issuance of Capital Lease	833,472	-	-	833,472
Release of Committed/Assigned Fund Balance	1,024,878	137,900	700,834	1,863,612
Total General Fund Revenues	\$ 28,775,971	\$ 1,637,900	\$ 700,834	\$ 31,114,705
<u>Appropriations</u>				
Non-Departmental	\$ 815,171	\$ -	\$ -	\$ 815,171
City Council	318,249	-	-	318,249
City Manager	1,006,844	-	4,382	1,011,226
Finance	1,103,555	-	7,742	1,111,297
Human Resources	514,604	-	5,389	519,993
Information Technology	939,137	-	-	939,137
Municipal Court	690,911	-	15,389	706,300
Community & Economic Development	1,356,171	-	7,088	1,363,259
Police Operations	6,272,804	-	189,584	6,462,388
School Resource Officer	734,983	-	-	734,983
School Crossing Guard	24,945	-	-	24,945
Victims Rights	123,030	-	-	123,030
Fire	8,696,627	-	438,468	9,135,095
Public Works	545,431	-	32,792	578,223
Streets & Traffic	1,216,546	137,900	-	1,354,446
Facilities Maintenance	718,115	-	-	718,115
Solid Waste	1,476,050	-	-	1,476,050
Debt Service	1,847,798	-	-	1,847,798
Transfers Out	375,000	-	-	375,000
Total General Fund Appropriations	\$ 28,775,971	\$ 137,900	\$ 700,834	\$ 29,614,705

EXHIBIT B

Consolidated FY26 Revised Budget

			Parks &	Stormwater	State			Capital Project	
Revenues	General Fund	ARPA Fund	Tourism Fund	Fund	Accommodations	Fire Impact Fund	TIF II Fund	Fund	Total
Revenues	\$ 28,348,037	\$ 133,871	\$ 5,512,500	\$ 1,403,346	\$ 946,667	\$ 205,000	\$ 120,000	\$ 21,755,759	\$ 58,425,180
Transfers In	69,584	-	-	-	-	-	-	6,409,712	6,479,296
Issuance of Capital Lease	833,472								833,472
Release of Committed Fund	1,758,061	1,352,827	2,561,185	452,061	468,639	-	1,200,000	-	7,792,773
Release of Fund Balance	105,551	104,382	974,140	32,792	224,363	-	620,000	700,000	2,761,228
Total Revenues	\$ 31,114,705	\$ 1,591,080	\$ 9,047,825	\$ 1,888,199	\$ 1,639,669	\$ 205,000	\$ 1,940,000	\$ 28,865,471	\$ 76,291,949
Expenditures									
Salaries	\$ 11,777,118	\$ 97,972	\$ 2,172,279	\$ 492,602	\$ 18,366	\$ -	\$ -	\$ -	\$ 14,558,337
Benefits	4,816,188	40,281	947,533	207,146	7,363	-	-	-	6,018,511
Operating	8,859,089	100,000	2,052,032	217,490	1,044,150	-	-	-	12,272,761
Capital	1,731,062	-	345,300	-	31,567	-	740,000	28,865,471	31,713,400
Debt	2,056,248	-	969,496	518,900	-	-	-	-	3,544,644
Transfers Out	375,000	1,352,827	2,561,185	452,061	538,223	-	1,200,000	-	6,479,296
Contribution to Fund Balance	-	-	-	-	-	205,000	-	-	205,000
Total Expenditures	\$ 29,614,705	\$ 1,591,080	\$ 9,047,825	\$ 1,888,199	\$ 1,639,669	\$ 205,000	\$ 1,940,000	\$ 28,865,471	\$ 74,791,949
Net (Deficit) Surplus	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000

Department Input Adjustments with Additional \$1,000 for Police, Fire, and Public Works- Scenario #3

Department	Current Payroll	Flat 3.5%	Adj to Min	Comp Adj	Additional \$1,000 Police, Fire and Public Works	City Manager Adjustments	Overtime and Working Holidays Additional Cost	Total Benefits	Total	Proposed Payroll	% Change	FY 2026 Budget for Compensation Study	3% COLA Already implemented	Remaining Budget for Comp Study	Benefits Budget for Comp Study	FY26 Budget Savings	FY26 Budget Impact
CITY MANAGER'S OFFICE	\$650,174	\$16,447	\$10,640	\$0		\$1,426	\$0	\$7,473	\$35,987	\$686,161	5.53%	\$45,537	\$23,967	\$21,570	\$5,654		(8,763)
DOWNTOWN OPERATIONS	\$241,961	\$8,469	\$6,019	\$5,000			\$848	\$5,330	\$25,665	\$267,626	10.61%	\$12,793	\$6,733	\$6,060	\$1,588		(18,017)
FINANCE	\$590,230	\$20,658	\$1,478	\$0			\$156	\$5,843	\$28,135	\$618,365	4.77%	\$34,110	\$17,953	\$16,158	\$4,235		(7,742)
FIRE	\$3,560,203	\$123,500	\$228,490	\$66,357	\$53,000	\$174	\$65,599	\$155,052	\$692,171	\$4,252,374	19.44%	\$238,649	\$125,604	\$113,044	\$32,658	\$108,000	(438,468)
HUMAN RESOURCES	\$225,373	\$7,888	\$0	\$0		\$2,942	\$0	\$2,839	\$13,669	\$239,041	6.06%	\$13,850	\$7,289	\$6,560	\$1,719		(5,389)
MUNICIPAL COURT	\$233,960	\$8,189	\$2,759	\$5,371		\$3,668	\$0	\$5,238	\$25,225	\$259,185	10.78%	\$16,452	\$8,659	\$7,793	\$2,043		(15,389)
COMMUNITY DEVELOPMENT	\$697,586	\$24,416	\$0	\$0			\$0	\$6,399	\$30,815	\$728,401	4.42%	\$39,687	\$20,888	\$18,799	\$4,927		(7,088)
POLICE	\$4,090,173	\$139,490	\$136,540	\$11,583	\$59,000	\$3,001	\$22,723	\$105,023	\$477,361	\$4,567,534	11.67%	\$255,165	\$134,297	\$120,868	\$34,919	\$68,796	(252,779)
PUBLIC WORKS	\$1,342,217	\$46,978	\$14,963	\$16,490	\$25,000	\$5,654	\$5,070	\$29,920	\$144,074	\$1,486,291	10.73%	\$76,440	\$40,231	\$36,208	\$9,490		(98,376)
Total	\$11,631,878	\$396,034	\$400,888	\$104,801	\$137,000	\$16,865	\$94,396	\$323,117	\$1,473,102	\$13,104,979	12.66%	\$732,683	\$385,622	\$347,060	\$97,233	\$176,796	(852,012)

Scenarios #2 & #3 Summary

Category	Scenario #2 MAG with Dept Input	Scenario #3 Dept Input with \$1k Fire, Police, and Public Works
Additional 3.5% COLA	\$ 396,034	\$ 396,034
Adjustment to Minimum	\$ 400,888	\$ 400,888
Compression Adjustment	\$ 104,801	\$ 104,801
Overtime and Working Holidays Additional Cost	\$ 82,017	\$ 94,396
Additional \$1,000 for Police, Fire, and Public Works	\$ -	\$137,000
City Manager Adjustments	\$-	\$16,865
Total Benefits	\$ 277,374	\$ 323,117
Total Implementation Costs	\$ 1,261,114	\$ 1,473,102
FY26 Budget	<u>\$621,090</u>	<u>\$621,090</u>
FY26 Budget Impact	(\$640,025)	(\$852,012)



Fiscal Year 2026 Financial Impact

- City staff recommends using available fund balance to implement compensation study for FY26.

Fund	FY25 Projected Increase in Fund Balance	FY25 Projected Fund Balance	FY26 Projected Fund Balance	FY26 Budget Impact with Scenario #2	FY26 Budget Impact with Scenario #3
General	\$2,400,000	\$8,050,000 (Unassigned)	\$7,944,000 (Unassigned)	(\$538,169)	(\$700,834)
Parks and Tourism	\$376,000	\$4,636,000	\$3,775,000	(\$79,600)	(\$114,004)
Stormwater	\$145,000	\$309,000	\$309,000	(\$19,300)	(\$32,792)
ARPA	<u>\$195,000</u>	<u>\$679,000</u>	<u>\$679,000</u>	<u>(\$ 2,956)</u>	<u>(\$4,382)</u>
Total	\$3,116,000	\$13,674,000	\$12,707,000	(\$640,025)	(\$852,012)



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/16/2025
From: John Sauve, Deputy City Manager
Item Name: An Ordinance to update the Operation of Golf Carts within the City of Beaufort Pursuant to § 56-2-90 of the South Carolina Code - Second Reading
Meeting Date: November 18, 2025
Department: City Managers Office

Background Information:

Introduction:

Council adopted the golf cart ordinance in September 2025. Staff recommends that Council adopt the updated ordinance that removes the fees and registrations section of the September 2025 ordinance.

Background:

In implementing the new ordinance, it became clear to staff that the fees to be collected from the municipal registration portion of the ordinance were outweighed by the time and resources needed to collect the fees and conduct the registration process.

Legal Authority:

State Law Authority. South Carolina Code § 56-2-90, as amended by Act No. 64 (2025), authorizes municipalities to regulate golf carts on public highways with posted speed limits of 35 mph or less, including:

- Designating roads for golf cart operation

- Establishing hours and methods of operation

- Permitting night operation with appropriate lighting
- Authorizing separate golf cart paths.

Staff Recommendation:

Staff recommends that Council adopt the updated ordinance that removes the fees and registrations section of the September 2025 ordinance.

Placed on Agenda For:

Action

Attachments:

1. Golf Cart Ordinance Redline
2. Golf Cart Ordinance Updated

Ordinance No. 2025-24

An Ordinance to Regulate the Operation of Golf Carts Within the City of Beaufort Pursuant to § 56-2-90 of the South Carolina Code

WHEREAS, SC Code § 56-2-90 empowers municipalities to regulate golf cart operation on public highways of 35 mph or less, designate hours, authorize night use with lighting, and create separated cart paths;

WHEREAS, the City Council finds that such regulation promotes safety and orderly traffic flow;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority thereof, that the following ordinance be adopted:

Part 8- Motor Vehicles and Traffic

Chapter 6- Golf Carts

Section 8-6001. Purpose

To regulate golf carts for safety, uniformity, and traffic management, consistent with state law.

Section 8-6002. Definitions

- **Golf Cart:** As defined in SC Code § 56-2-90.
- **Permittee:** Person holding a valid ~~City issued permit and~~ SCDMV-permit decal.
- **Designated Roadway:** Secondary roads as identified by the South Carolina Department of Transportation with posted speed limit of 35 mph or less.

Section 8-6003. Compliance with State and Local Requirements

All golf carts must:

1. Be registered with SCDMV, insured, and display the state-issued permit decal.
2. Be operated only by a person at least 16 years old with a valid driver's license and required documentation in possession.
3. Ensure all passengers are seat-belted.
4. Be equipped with functioning headlights, taillights, turn signals, and reflectors meeting City vehicle code.
5. Comply with any other applicable provisions of SC Code § 56-2-90 as may be updated from time to time.

Section 8-6004. Municipal Regulation of Operations

Pursuant to SC Code § 56-2-90(C), the City enacts:

4.1 Hours, Methods, and Locations

- Golf carts may operate between sunrise and sunset on Designated Roadways.
- Carts may cross intersections with speed limits greater than 35 mph only at intersections with traffic control devices or at designated crossing points.
- Operation must remain within a four-mile radius of the registered address or gated community ingress/egress.

4.2 Night Operation

- Night operation permitted on Designated Roadways if carts are equipped with functioning headlights, taillights, turn signals, and reflectors meeting City vehicle code.

4.3 Golf Cart Paths

- The City may authorize golf cart paths separated from vehicular lanes by a curb, parking strip, or at least a 4 ft buffer, subject to applicable approvals.

~~Section 8-6005. Permit and Registration~~

~~Applicants must:~~

- ~~• Submit a copy of SCDMV registration, proof of liability insurance, and \$5 permit fee to the City Clerk.~~
- ~~• Permit decals must match SCDMV decals and renew per state intervals.~~
- ~~• Changes in address require permit replacement.~~

Section 8-600~~5~~⁶. Enforcement

- Violations are infractions, punishable by up to \$100 and/or 30 days in jail.
- Police shall first issue warnings for non-compliance, particularly seatbelt and lighting infractions until December 31, 2025.-

Section 8-600~~6~~⁷. Severability

Invalid provisions shall not affect the remainder of the ordinance.

Effective Date

This ordinance shall take effect upon adoption and publication.

DONE, RATIFIED AND ENACTED this ____ day of _____, 2025.

This Ordinance was read and passed at first reading on _____, 2025.

Philip Cromer, Mayor
City of Beaufort, South Carolina

Attest:

Traci Guldner, City Clerk
City of Beaufort, South Carolina

Reviewed as to form by Benjamin T. Coppage, City Attorney, on _____, 2025.

This Ordinance was passed at second reading held on _____, 2025.

Philip Cromer, Mayor
City of Beaufort, South Carolina

Attest:

Traci Guldner, City Clerk
City of Beaufort, South Carolina

Ordinance No. 2025-__
An Ordinance to Regulate the Operation of Golf Carts Within the City of Beaufort Pursuant to § 56-2-90 of the South Carolina Code

WHEREAS, SC Code § 56-2-90 empowers municipalities to regulate golf cart operation on public highways of 35 mph or less, designate hours, authorize night use with lighting, and create separated cart paths;

WHEREAS, the City Council finds that such regulation promotes safety and orderly traffic flow;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority thereof, that the following ordinance be adopted:

Part 8- Motor Vehicles and Traffic

Chapter 6- Golf Carts

Section 8-6001. Purpose

To regulate golf carts for safety, uniformity, and traffic management, consistent with state law.

Section 8-6002. Definitions

- **Golf Cart:** As defined in SC Code § 56-2-90.
- **Permittee:** Person holding a valid SCDMV permit.
- **Designated Roadway:** Secondary roads as identified by the South Carolina Department of Transportation with posted speed limit of 35 mph or less.

Section 8-6003. Compliance with State and Local Requirements

All golf carts must:

1. Be registered with SCDMV, insured, and display the state-issued permit decal.
2. Be operated only by a person at least 16 years old with a valid driver's license and required documentation in possession.
3. Ensure all passengers are seat-belted.
4. Be equipped with functioning headlights, taillights, turn signals, and reflectors meeting City vehicle code.
5. Comply with any other applicable provisions of SC Code § 56-2-90 as may be updated from time to time.

Section 8-6004. Municipal Regulation of Operations

Pursuant to SC Code § 56-2-90(C), the City enacts:

4.1 Hours, Methods, and Locations

- Golf carts may operate between sunrise and sunset on Designated Roadways.
- Carts may cross intersections with speed limits greater than 35 mph only at intersections with traffic control devices or at designated crossing points.
- Operation must remain within a four-mile radius of the registered address or gated community ingress/egress.

4.2 Night Operation

- Night operation permitted on Designated Roadways if carts are equipped with functioning headlights, taillights, turn signals, and reflectors meeting City vehicle code.

4.3 Golf Cart Paths

- The City may authorize golf cart paths separated from vehicular lanes by a curb, parking strip, or at least a 4 ft buffer, subject to applicable approvals.

Section 8-6005. Enforcement

- Violations are infractions, punishable by up to \$100 and/or 30 days in jail.
- Police shall first issue warnings for non-compliance, particularly seatbelt and lighting infractions until after December 31, 2025.

Section 8-6006. Severability

Invalid provisions shall not affect the remainder of the ordinance.

Effective Date

This ordinance shall take effect upon adoption and publication.

DONE, RATIFIED AND ENACTED this ____ day of _____, 2025.

This Ordinance was read and passed at first reading on _____, 2025.

Philip Cromer, Mayor
City of Beaufort, South Carolina

Attest:

Traci Guldner, City Clerk
City of Beaufort, South Carolina

Reviewed as to form by Benjamin T. Coppage, City Attorney, on _____, 2025.

This Ordinance was passed at second reading held on _____, 2025.

Philip Cromer, Mayor
City of Beaufort, South Carolina

Attest:

Traci Guldner, City Clerk
City of Beaufort, South Carolina



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 10/31/2025
From: Jennifer Pointer, Administrative Assistant
Item Name: Request from Project Freedom 326 for street closures to host Juneteenth Parade on Friday, June 19, 2025, from 8:30 am to 11:30 am
Meeting Date: November 18, 2025
Department: Downtown Operations

Background Information:

Introduction:

Request from Project Freedom 326 for street closures to host Juneteenth Parade on Friday, June 19, 2025, from 8:30 am to 11:30 am.

Background:

Will be using the standard parade route.

Legal Authority:

[City Code of Ordinances — Part 7, Chapter 6 — Parades, Picket Lines, Group Demonstrations](#)
[City Code of Ordinances — Part 7, Chapter 14 — Traffic Control and Street Closures](#)

Staff Recommendation:

Staff Recommends Approval

Placed on Agenda For:

Action

Attachments:

1. 2026-06-19 Project 326-Juneteenth parade



PUBLIC ASSEMBLY AND PARADE APPLICATION

City of Beaufort – City Manager's Office (2nd Floor)
1911 Boundary Street, Beaufort, South Carolina, 29902
p. (843) 525 7070 / f. (843) 986 5606 | www.cityofbeaufort.org
To be filed NOT LESS than 30 days before event

Please Check One: ☐ Public Assembly Request ☒ Parade Request

Name of Applicant: Marlisha Robinson
Address: 2235 Boundary St unit 302 Beaufort, SC 29902 Phone # 843-271-7759
Name of Sponsoring Organization: Project Freedom 326
Address: PO Box 326 Sheldon, SC 29941

PUBLIC ASSEMBLY: \$25.00 non-refundable application fee is applied when 50 or more in attendance

Date of Public Assembly: _____ Time Assemble will begin: _____
Location of Assembly Area: _____
Type of Public Assembly (including description of activities): _____
Description of Recording Equipment, sound amplification equipment, banners, signs, or other devices to be used: _____

PARADE: \$25.00 non-refundable application fee is payable when the application is submitted

Date of Parade: 06/19/2026
Time Parade Will Begin: 10:00 am Parade will Terminate: 11:30 am
Time Parade Line-Up Begins: 8:30am Location(s) of Line-Up Area(s): Adventure Street
Route Proposed (Giving Starting & Termination Points): Adventure St. to Boundary St to Carteret St to Bay St. ending on Bladen St.
Approximate Number of Persons, Animals & Vehicles Constituting Parade: 45
Parade Will Occupy All of the Width of the Streets to be Traversed All of the width of the streets
Parade Will Occupy Only a Portion of the Width of the Streets to be Traversed _____
Interval of Space between Units in Parade: 15 ft. to 20 ft.

NOTE: IF THE PARADE IS DESIGNED TO BE HELD BY AND ON BEHALF OF OR FOR ANY PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE A LETTER FROM THAT PERSON WITH THE CITY MANAGER AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.

Signature of Applicant: [Signature] Date: 10/31/2025

OFFICE USE ONLY: Application Received By: _____ Date Received: _____ Receipt #: _____
Approved By: _____



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/11/2025
From: Linda Roper, Downtown Operations Director
Item Name: An Ordinance to amend the Code of the City of Beaufort, Part 6 -Health and Sanitation, Chapter 1 - Garbage Collection and Disposal - First Reading
Meeting Date: November 18, 2025
Department: Downtown Operations

Background Information:

Introduction:

Staff recommends updating the current code for Garbage Collection and Disposal should be updated to reflect the current standard operating procedures and a contract for services with a third party.

Background:

The current code was not updated when the duties of garbage collection was outsourced in 2009 and procedures have changed over the years. Staff met with City Council during a worksession on February 13, 2024 to discuss suggestions to improve the delivery of service. These items are incorporated in the suggested amendment.

Legal Authority:

Council Procedures and Meetings S.C. Code Ann. §§ 5-7-250 to 5-7-270

Staff Recommendation:

Approval

Placed on Agenda For:

Action

Attachments:

1. CHAPTER_1.___GARBAGE_COLLECTION_AND_DISPOSAL Ordinance Changes
Nov 2025

2. CHAPTER_1.___GARBAGE_COLLECTION_AND_DISPOSAL sugggested changes
02.05.2024 - BTC Edit (7-31-25)
3. Ordinance Change Table Part 6 - Chapter 1 Garbage Collection and Disposal

ORDINANCE

2025/

An Ordinance to Amend the Code of the City of Beaufort, Part 6 -Health and Sanitation, Chapter 1 - Garbage Collection and Disposal

WHEREAS, the City of Beaufort, South Carolina (hereinafter "City" is assessing and updating its ordinances; and,

WHEREAS, the City wishes to amend its City Code Section 6 Garbage Collection and Disposal;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Beaufort, South Carolina, duly assembled, and by the authority of the same that the City Code of the City of Beaufort, South Carolina is hereby amended in Part 6 – Health and Sanitation, Chapter 1 – Garbage Collection and Disposal, which sections shall read as follows:

Sec. 6-1001. Definitions.

- (a) *Building rubbish*: Rubbish from construction, remodeling or repairing of houses, buildings, structures or other items, including but not limited to excavated earth, stones, bricks, plaster, lumber, concrete and waste materials.
- (b) *Bulky waste*: Items including but not limited to discarded household appliances, furniture, large toys, and other refuse resulting from residential usage and operation.
- (c) *Hazardous waste*: Materials such as petroleum products, poison, acids, caustics, chemicals, infected material, fecal matter, explosives and other matter of a potentially dangerous or harmful manner.
- (d) *Garbage*: Garbage means materials resulting from the preparation, cooking and serving of food; market wastes, trimmings and other discarded matter from meat or produce, including the containers or packages; and any other matter subject to decay, putrefaction and the generation of noxious or offensive gases, odors, or germs which might serve as a breeding place for flies or other insects.
- (e) *Yard rubbish*: Prunings, grass clippings, weeds, leaves, shrubbery cuttings, limbs four feet or less in length and branches four inches or less in diameter, or other organic materials from attending to the care of lawns, vines and trees. ,
- (f) *Refuse*: Solid waste, including but not limited to garbage, trash, bulky waste and other such matter as defined in this section.
- (g) *Bundle*: A bundle is a package, cardboard box or container or tied-together article containing yard rubbish only, weighing not over fifty (50) pounds and not exceeding four (4) feet in length, which is placed at curbside for pickup and collection.
- (h) *Aluminum cans*: Cans made entirely of aluminum which were used to hold beverages. Specifically excluded are cans of other types of materials and other aluminum products such as foil, pie pans and aluminum siding.

- (i) *Glass*: Bottles and jars made of silica, soda ash and limestone clear, green and brown (being transparent or translucent and breakable). Specifically excluded are plastics or any other glass products such as window glass and ceramics.
- (j) *Newspaper*: Newsprint-grade paper which is printed and distributed daily or weekly that contains news. The recycling of such material excludes soiled paper.
- (k) *Recycling*: Any process by which materials which would otherwise become solid waste are collected separately or processed and returned to the economic mainstream in the form of raw materials or products.
- (l) *Resident*: Any person who owns, leases and/or occupies dwellings within the municipality including those in multifamily dwellings and/or single-family development.
- (m) *Source separation*: Recyclable materials which are kept separate and apart from residential solid waste by the generator for the purpose of collection, disposition and recycling.
- (n) *Plastics*: Recyclable's high-density polyethylene (HDPE) (milk containers) and polyethylene terephthalate (PET) (soda, beverage containers).
- (o) *Recyclables*: Material having an economic value in the secondary materials market. The following materials have such economic value: aluminum cans, steel cans, glass containers, PET plastic beverage containers, newspaper, other paper products and HDPE/capital milk containers.
- (p) *Roll cart*: A container, of varying sizes, provided by the City or contractor, for use in storage and collection of solid waste.

(Ord. No. O-20-81, 9-8-81; Ord. No. O-30-92, 12-8-92; Ord. No. O-19-06, 6-13-06)

Sec 6-1002. – Collection under contract.

The City Council may provide for the collection and disposal of garbage and rubbish in and from the city by its own officers and employees, or by an official collector pursuant to a contract therefore with some person selected by it in the manner provided in Section 1-4004 (9).

Sec 6-1003. – Right to collect vested in city.

The public necessity, health, safety and general welfare of the city require that the exclusive right to collect and remove, cause to collect and remove, garbage and rubbish within the city, shall be vested in the city, and it is unlawful for any person to collect or remove garbage or rubbish within the city, except in accordance with the provisions of this ordinance.

Sec. 6-1004. Residential garbage collection.

- (a) It shall be unlawful for any person to deposit or place any garbage in any alley, street, river or other public place within the city, nor shall any person deposit or place any garbage upon private property, whether owned by such person or not, within the city unless the garbage shall be enclosed in a roll cart or other suitable container.
- (b) Garbage shall be stored in a roll cart container provided by the City or contractor. Residents who produce more garbage which exceeds the capacity of one roll cart, have the option to receive a second roll cart for an additional monthly fee set forth by the City or contractor. All garbage must be in a roll cart for collection by the City or contractor.
- (c) Except in the case of emergency arising from an act of God or under circumstances over which the City or contractor has no control or special circumstances determined by the city manager, the City or contractor shall collect, remove, and dispose of garbage one time per week.

- (d) All household garbage to be collected by the City or contractor must be placed in disposable, plastic garbage bags or some other disposable container and placed in the roll cart provided by the City or contractor. The roll cart is to be placed curbside near the front property line of the premises, no later than 7:00 a.m. on those days designated for residential collection, and must be removed no later than 7:30 p.m. on the designated collection day. In the event a resident fails to remove a roll cart as required by this section, the City or contractor may go upon the resident's property to correct this failure and the resident shall be charged twenty-five dollars for the same. This charge shall become a lien upon the real estate and shall be collectable in the same manner as municipal taxes. No containers of any shape, size or form, other than roll carts provided by the City or contractor, will be emptied and returned to the curbside. At no time shall roll carts, garbage bags or other disposable containers be placed on the curb on weekends.
- (e) Residents who are unable to comply with section 6-1004(d), due to physical impairments or other health limitations, and have no other able-bodied adult residing in the household, may request that their roll cart be retrieved from inside the property line by the City or contractor. This request must be made with the contractor providing the garbage collection service, and if the City does not use a contractor for garbage collection service, the request must be made at the department of public works, and shall be accompanied by verification of the medical condition by a physician.
- (f) Garbage cans of any size, shape or form, other than roll carts provided by the City or contractor, shall not be permitted on the curb at any time.
- (g) Racks designed to hold garbage receptacles shall not be permitted on the curb at any time.
- (h) Garbage bags and other disposable containers used for normal household garbage shall be maintained in a sanitary condition and closed tightly when containing any household garbage.
- (i) It shall be unlawful for any person to tamper with roll carts, garbage bags, other containers, trash receptacles or sanitation container units or to pilfer or scatter the contents thereof in any city street, alley or easement.

(Ord. No. O-20-81, 9-8-81; Ord. No. O-01-94, 1-11-94; Ord. No. O-19-06, 6-13-06)

Sec. 6-1005. Residential trash collection.

- (a) All yard rubbish shall be adequately bagged, bundled, boxed or otherwise containerized in a disposable container not to exceed four (4) feet in length and fifty (50) pounds in weight and shall be placed adjacent to but not in the street for collection. Bags used for yard rubbish must be strong enough to contain the rubbish during collection by the contractor. Residents are limited to no more than ten (10) bags or bundles of yard rubbish on each collection day. Residents may use a personal roll cart or container not to exceed 96 gallons and must be labeled "Yard Waste" on the front of the cart.
- (b) Bulky waste which cannot be containerized or bundled or otherwise meet the requirements of subsection (b) above will be picked up by the City or contractor on a call basis.
- (c) Building rubbish shall be removed and disposed of by the carpenter, builder or property owner, after construction or alteration of a building at their own expense.
- (d) Hazardous waste shall be disposed of by the owner in a proper and safe manner, or by the person responsible for generating such waste.

(Ord. No. O-20-81, 9-8-81; Ord. No. O-15-94, 10-25-94)

Sec. 6-1006. Commercial collection procedure.

- (a) *Heavy-volume, nonresidential:*

- (1) *Frequency:* Refuse from heavy-volume, nonresidential establishments shall be collected a maximum of six (6) times a week, depending on the needs of the establishment. Charges may be established based on the volume of waste and collection frequency.
 - (2) *Method:* Heavy-volume, nonresidential customers shall place garbage and other loose waste in strong, not easily corrodible, rodentproof containers of not more than thirty-two (32) nor less than twenty (20) gallons' size. A maximum of six (6) such containers shall be collected per day. Cardboard and other paper items shall be adequately bundled for pickup by the City or contractor.
 - (3) *Exceptions:* Heavy-volume, nonresidential customers shall be allowed to have refuse removed by a private contractor.
- (b) *Light-volume, nonresidential:*
- (1) *Frequency:* Light-volume, nonresidential waste shall be collected in the manner provided herein for residential waste.
 - (2) *Method:* The city may designate the method of collection, placement of bags, types of containers and the like for areas designated as shopping centers, or core commercial in order to relieve congestion and other problems.

(Ord. No. O-20-81, 9-8-81)

Sec. 6-1007. Recycling procedures.

- (a) This chapter mandates that all residents in the incorporated areas of the City of Beaufort shall recycle all items designated by the city council. Residents will be notified of their designated pick-up day and items for recycling. Each household will be provided a recycling container.
- (b) Residents will place the recycling container containing recyclables at the front of their property, adjacent to, but not in the street (curbside) on their designated collection day by 7:00 a.m.

(Ord. No. O-30-92, 12-8-92)

Sec. 6-1008. Recyclable materials property of city.

From the time of placement of recyclable at the curb in accordance with the terms hereof, item shall be and become the property of the city or its authorized agent. It shall be a violation of this chapter for any person unauthorized by the city to collect or pick up or cause to be collected or picked up any such items. Any and each such collection in violation hereof from one or more locations, shall constitute a separate and distinct offense punishable herein after printed. It shall be unlawful for a person to collect, remove or dispose of solid waste which contains recyclables combined with other forms of solid waste.

(Ord. No. O-30-92, 12-8-92)

Sec. 6-1009. Solid waste refuse fees.

Each resident receiving curbside services of residential garbage collection will be charged a monthly collection fee. The monthly collection fee and miscellaneous charges for solid waste refuse shall be adopted and amended from time to time by city council. The revenues derived from these fee shall be used to cover the costs of services provided..

(Ord. No. O-3-13, 6-25-13)

Sec. 6-1010. Method of billing.

- (a) The annual garbage fee which is adopted by city council shall be charged on all city residential properties receiving services by the city or city's contractor. The finance department shall have the responsibility to reconcile all residential properties which are being serviced by the City or contractor with all residential properties within the city limits and notifying Beaufort County of the annual fee to be added the annual property tax bills for collection.

(Ord. No. O-20-81, 9-8-91; Ord. No. O-30-92, 12-8-92)

This Ordinance shall become effective immediately upon adoption.

Philip E. Cromer, Mayor

Attest

Traci Guldner, City Clerk

First Reading _____

Second Reading and adoption _____

Approved as to form by Ben Coppage, City Attorney

CHAPTER 1. GARBAGE COLLECTION AND DISPOSAL¹

Sec. 6-1001. Definitions.

- (a) *Building rubbish*: Rubbish from construction, remodeling or repairing of houses, buildings, structures or other items, including but not limited to excavated earth, stones, bricks, plaster, lumber, concrete and waste materials.
- (b) *Bulky waste*: Items including but not limited to ~~abandoned vehicles~~, discarded household appliances, furniture, large toys, ~~tree stumps~~, and other refuse resulting from ~~residential institutional and commercial business~~ usage and operation.
- (c) *Hazardous waste*: Materials such as petroleum products, poison, acids, caustics, chemicals, infected material, fecal matter, explosives and other matter of a potentially dangerous or harmful manner.
- (d) *Garbage*: Garbage means materials resulting from the preparation, cooking and serving of food; market wastes, trimmings and other discarded matter from meat or produce, including the containers or packages; and any other matter subject to decay, putrefaction and the generation of noxious or offensive gases, odors, or germs which might serve as a breeding place for flies or other insects.
- (e) *Trash or rubbish* ~~Yard rubbish: Refuse (excluding garbage and ashes) which includes wood Prunings, grass clippings, weeds, leaves, shrubbery cuttings, limbs four feet or less in length and branches four inches or less in diameter, or other organic materials from attending to the care of lawns, vines and trees. , paper, rags, cartons, boxes, excelsior, rubber, leather, trees, brush, hedge branches, trimmings, leaves, cans and containers, metal, glass, crockery, grass, weeds and any waste material of a like nature generally classified as trash.~~
- (f) *Refuse*: Solid waste, including but not limited to garbage, trash, bulky waste and other such matter as defined in this section.
- (g) *Bundle*: A bundle is a package, ~~cardboard box or~~, container or tied-together article containing ~~yard~~ rubbish only, weighing not over fifty (50) pounds and not exceeding four (4) feet in length, which is placed at curbside for pickup and collection.
- (h) *Aluminum cans*: Cans made entirely of aluminum which were used to hold beverages. Specifically excluded are cans of other types of materials and other aluminum products such as foil, pie pans and aluminum siding.
- (i) *Glass*: Bottles and jars made of silica, soda ash and limestone clear, green and brown (being transparent or translucent and breakable). Specifically excluded are plastics or any other glass products such as window glass and ceramics.
- (j) *Newspaper*: Newsprint-grade paper which is printed and distributed daily or weekly that contains news. The recycling of such material excludes soiled paper.

¹Editor's note(s)—Ord. No. O-20-81, adopted Sept. 8, 1981, repealed Ch. 1, §§ 6-1001—6-1006 and enacted new §§ 6-1001—6-1006 on the same subject matter. The former chapter derived from an ordinance of Sept. 26, 1972; Ord. No. O-09-80, adopted June 30, 1980, and Ord. No. O-16-81, adopted July 7, 1981.

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- (k) *Recycling*: Any process by which materials which would otherwise become solid waste are collected ~~separated~~separately or processed and returned to the economic mainstream in the form of raw materials or products.
- (l) *Resident*: Any person who owns, leases and/or occupies dwellings within the municipality including those in multifamily dwellings and/or single-family development.
- (m) *Source separation*: Recyclable materials which are kept separate and apart from residential solid waste by the generator for the purpose of collection, disposition and recycling.
- (n) *Plastics*: Recyclable's ~~high-density~~high-density polyethylene (HPDE) (milk containers) and polyethylene terephthalate (PET) (soda, beverage containers).
- (o) *Recyclables*: Material having an economic value in the secondary materials market. The following materials have such economic value: aluminum cans, steel cans, glass containers, PET plastic beverage containers, newspaper, other paper products and HDPE/capital milk containers.
- (p) *Roll cart*: A container, of varying sizes, provided by the ~~City of Beaufort~~City or contractor, for use in storage and collection of solid waste.

(Ord. No. O-20-81, 9-8-81; Ord. No. O-30-92, 12-8-92; Ord. No. O-19-06, 6-13-06)

Sec 6-1002. – Collection ~~to be~~ under contract.

The City Council may provide for the collection and disposal of garbage and rubbish in and from the city by its own officers and employees, or by an official collector pursuant to a contract therefore with some person selected by it in the manner provided in Section 1-4004 (9).

Sec 6-1003. – Right to collect vested in city.

The public necessity, health, safety and general welfare of the city require that the exclusive right to collect and remove, cause to collect and remove, garbage and rubbish within the city, shall be vested in the city, and it is unlawful for any person to collect or remove garbage or rubbish within the city, except in accordance with the provisions of this ordinance.

Sec. 6-1003~~402~~. Residential garbage collection.

- (a) It shall be unlawful for any person to deposit or place any garbage in any alley, street, river or other public place within the city, nor shall any person deposit or place any garbage upon private property, whether owned by such person or not, within the city unless the garbage shall be enclosed in a roll cart or other suitable container.
- (b) Garbage shall ~~primarily~~ be stored in a roll cart containers provided by the City or city~~city~~contractor. ~~Should garbage accumulated between collections exceed the capacity of the roll cart, other containers, such as sealed cardboard boxes, or plastic bags, may be used to supplement storage. However, all food, and food related items, shall be kept inside the roll cart container provided by the city. Residents who produce more garbage which exceeds the capacity of one roll cart, have the option to receive a second roll cart for an additional monthly fee set forth by the City or contractor. All garbage must be in a roll cart for collection by the City or contractor.~~
- (c) Except in the case of emergency arising from an act of God or under circumstances over which the ~~city~~City~~or contractor~~ has no control or special circumstances determined by the city manager, the City or city~~city~~contractor shall collect, remove, and dispose of garbage one time per week.

- (d) All household garbage to be collected by ~~city personnel~~the City or contractor must be placed in disposable, plastic garbage bags or some other disposable container and placed in the roll cart provided by the City or city contractor. The roll cart is to be placed ~~inside the curbside or drain ditch line of the street~~ near the front property line of the premises, ~~no earlier than 5:30 a.m. and no later than 7:30 p.m.~~ on those days designated for residential collection, and must be removed no later than 7:30 p.m. on the designated collection day. ~~In the event a resident fails to remove a roll cart as required by this section, the City or contractor may go upon the resident's property to correct this failure and the resident shall be charged twenty-five dollars for the same. This charge shall become a lien upon the real estate and shall be collectable in the same manner as municipal taxes. Residents who fail to remove roll carts shall be fined twenty-five dollars (\$25.00) per violation. This fine shall be added to the water bill.~~ No containers of any shape, size or form, other than roll carts provided by the City or city contractor, will be emptied and returned to the curbside. At no time shall roll carts, garbage bags or other disposable containers be placed on the curb ~~or ditch line at night or on weekends~~.
- (e) Residents who are unable to comply with section 6-~~1002~~1004(d), due to physical impairments or other health limitations, and have no other able-bodied adult residing in the household, may request that their roll cart be retrieved from inside the property line by ~~city personnel~~the City or contractor. This request must be made ~~at the department of public works with the contractor providing the garbage collection service, and if the City does not use a contractor for garbage collection service, the request must be made at the department of public works,~~ and shall be accompanied by verification of the medical condition by a physician.
- (f) Garbage cans of any size, shape or form, other than roll carts provided by the ~~city~~City or contractor, shall not be permitted on the curb at any time.
- (g) Racks designed to hold garbage receptacles shall not be permitted on the curb at any time.
- (h) Garbage bags and other disposable containers used for normal household garbage shall be maintained in a sanitary condition and closed tightly when containing any household garbage.
- (i) It shall be unlawful for any person to tamper with roll carts, garbage bags, other containers, trash receptacles or sanitation container units or to pilfer or scatter the contents thereof in any city street, alley or easement.
- (Ord. No. O-20-81, 9-8-81; Ord. No. O-01-94, 1-11-94; Ord. No. O-19-06, 6-13-06)

Sec. 6-~~1003~~45. Residential trash collection.

- (a) All ~~trash yard rubbish~~ shall be adequately bagged, bundled, boxed or otherwise containerized in a disposable container not to exceed four (4) feet in length and fifty (50) pounds in weight and shall be placed adjacent to but not in the street for collection. ~~Bags used for yard rubbish must be strong enough to contain the rubbish during collection by the contractor. Residents are limited to no more than ten (10) bags or bundles of yard rubbish on each collection day. Residents may use a personal roll cart or container not to exceed 96 gallons and must be labeled "Yard Waste" on the front of the cart.~~
- (b) Bulky waste which cannot be containerized or bundled or otherwise meet the requirements of subsection (ba) above will be picked up by the ~~city~~City or contractor on a call basis ~~for an extra charge. The amount of the charge will be determined by the city manager, with approval of city council, and shall be based on the cost of providing the service.~~
- (c) Building rubbish shall be removed and disposed of by the ~~contractor carpenter, or builder~~ or property owner, ~~after construction or alteration of a building at their own expense, unless such materials are bundled as provided herein.~~

Commented [LR1]: Council requested to change on 02/13/2024

Commented [LR2]: Currently, there is no mechanism to fine the resident. Codes Enforcement would like an enforceable penalty to address this requirement.

Commented [LR3R2]: Maybe use public nuisance ordinance or add fee on tax bill? In a separate section or subsection

Commented [LR4]: Council approved the change to limit the number of bags to ten on 02/13/2024

Commented [LR5]: Added to provide a limit as to the number of bags per collection to increase efficiency.

- (d) Hazardous waste shall be disposed of by the owner in a proper and safe manner, or by the person responsible for generating such waste.

(Ord. No. O-20-81, 9-8-81; Ord. No. O-15-94, 10-25-94)

Sec. 6-100~~56~~4. Commercial collection procedure.

(a) *Heavy-volume, nonresidential:*

- (1) *Frequency:* Refuse from heavy-volume, nonresidential establishments shall be collected a maximum of ~~five (5)~~six (6) times a week, depending on the needs of the establishment. Charges may be established based on the volume of waste and collection frequency.
- (2) *Method:* Heavy-volume, nonresidential customers shall place garbage and other loose waste in strong, not easily corrodible, rodentproof containers of not more than thirty-two (32) nor less than twenty (20) gallons' size. A maximum of six (6) such containers shall be collected per day. Cardboard and other paper items shall be adequately bundled for pickup by the ~~City or city~~contractor.
- (3) *Exceptions:* Heavy-volume, nonresidential customers shall be allowed to have refuse removed by a private contractor.

(b) *Light-volume, nonresidential:*

- (1) *Frequency:* Light-volume, nonresidential waste shall be collected in the manner provided herein for residential waste.
- (2) *Method:* The city may designate the method of collection, placement of bags, types of containers and the like for areas designated as shopping centers, or core commercial in order to relieve congestion and other problems.

(Ord. No. O-20-81, 9-8-81)

Sec. 6-100~~56~~7. Recycling procedures.

- (a) This chapter mandates that all residents in the incorporated areas of the City of Beaufort shall recycle all items designated by the city council. ~~All residents will be notified at least two (2) weeks prior to the starting date.~~ Residents will be notified of their designated pick-up day and items for recycling. Each household will be provided a recycling container.
- (b) Residents will place the recycling container containing ~~recyclable's~~recyclables at the front of their property, adjacent to, but not in the street (curbside) on their designated collection day by 7:00 a.m.

(Ord. No. O-30-92, 12-8-92)

Sec. 6-100~~78~~6. Recyclable materials property of city.

From the time of placement of recyclable at the curb in accordance with the terms hereof, item shall be and become the property of the city or its authorized agent. It shall be a violation of this chapter for any person unauthorized by the city to collect or pick up or cause to be collected or picked up any such items. Any and each such collection in violation hereof from one or more locations, shall constitute a separate and distinct offense punishable herein after printed. It shall be unlawful for a person to collect, remove or dispose of solid waste which contains recyclables combined with other forms of solid waste.

(Ord. No. O-30-92, 12-8-92)

Created: 2023-07-31 10:12:25 [EST]

(Supp. No. 69)

Sec. 6-100~~89~~7. Solid waste refuse fees.

Each resident receiving curbside services of residential garbage collection will be charged a monthly collection fee. The monthly collection fee and miscellaneous charges for solid waste refuse shall be adopted and amended from time to time by city council. ~~will be charged a solid waste refuse fee of sixteen dollars and twenty cents (\$16.20) per unit month for each roll cart issued.~~ The revenues derived from ~~this~~ these fee shall be segregated into a specific account, and shall be used to cover the costs of services provided, ~~as well as the costs to administer, manager, and reserve for cart/bin replacement.~~

(Ord. No. O-3-13, 6-25-13)

Sec. 6-100~~9~~108. Method of billing.

- (a) The annual garbage fee which is adopted by city council shall be charged on all city residential properties receiving services by the city or city's contractor. The finance department shall have the responsibility, upon notification of the public works department, to reconcile all residential properties which are being serviced by the City or contractor with all residential properties within the city limits and notifying Beaufort County of the annual fee to be added the annual property tax bills for collection. ~~bill the above garbage and recycling collection fees on the monthly water bills. The finance department shall have the further responsibility to collect the above fees and to transfer all such fee collections to the general fund monthly.~~
- (b) ~~In the event that payment of any monthly bill or bills shall not be sufficient to take care of the total amount or amounts so billed (including water service, sewage service, and/or garbage and recycling collection fee), the finance department shall give first priority and shall allocate the first monies received toward the garbage and recycling collection fee, next toward the water bill(s). If any such payment shall not be sufficient to take care of all of the outstanding bills, then the first allocation shall be toward the oldest monthly bill(s).~~
- (c) ~~The failure to pay any water-sewage-garbage or recycling bill, or any part thereof, within the period specified on the bill shall be grounds for termination of both water, garbage, and recycling services to the premises involved.~~

(Ord. No. O-20-81, 9-8-91; Ord. No. O-30-92, 12-8-92)

Part 6 - HEALTH AND SANITATION
CHAPTER 1. GARBAGE COLLECTION AND DISPOSAL

Section	Original Text	Proposed Text	Reason
Sec. 6-1001. Definitions.	(b) <i>Bulky waste:</i> Items including but not limited to abandoned vehicles, discarded household appliances, furniture, large toys, tree stumps, and other refuse resulting from institutional and commercial business usage and operation.	(b) <i>Bulky waste:</i> Items including but not limited to discarded household appliances, furniture, large toys, and other refuse resulting from residential usage and operation.	Removes items which cannot be picked up and aligns with current operation.
	(e) <i>Trash or rubbish:</i> Refuse (excluding garbage and ashes) which includes wood, paper, rags, cartons, boxes, excelsior, rubber, leather, trees, brush, hedge branches, trimmings, leaves, cans and containers, metal, glass, crockery, grass, weeds and any waste material of a like nature generally classified as trash.	(e) <i>Yard rubbish:</i> Prunings, grass clippings, weeds, leaves, shrubbery cuttings, limbs four feet or less in length and branches four inches or less in diameter, or other organic materials from attending to the care of lawns, vines and trees.	Clarifies the yard rubbish and aligns with current guidelines.
	(g) <i>Bundle:</i> A bundle is a package, box, container or tied-together article containing rubbish only, weighing not over fifty (50) pounds and not exceeding four (4) feet in length, which is placed at curbside for pickup and collection.	(g) <i>Bundle:</i> A bundle is a package, cardboard box or container or tied-together article containing yard rubbish only, weighing not over fifty (50) pounds and not exceeding four (4) feet in length, which is placed at curbside for pickup and collection.	Clarifies type of container for yard rubbish as cardboard.
	(k) <i>Recycling:</i> Any process by which materials which would otherwise become solid waste are collected separated or processed and returned to the economic mainstream in the form of raw materials or products.	(k) <i>Recycling:</i> Any process by which materials which would otherwise become solid waste are collected separately or processed and returned to the economic mainstream in the form of raw materials or products.	Updates to align with current collection of materials.

Part 6 - HEALTH AND SANITATION
CHAPTER 1. GARBAGE COLLECTION AND DISPOSAL

Sec 6-1002. – Collection under contract.	<i>N/A – Inserted new sections and renumbered subsequent sections</i>	The City Council may provide for the collection and disposal of garbage and rubbish in and from the city by its own officers and employees, or by an official collector pursuant to a contract therefore with some person selected by it in the manner provided in Section 1-4004 (9).	Adds provision to allow collection by contract
Sec 6-1003. – Right to collect vested in city	<i>N/A – Inserted new sections and renumbered subsequent sections</i>	The public necessity, health, safety and general welfare of the city require that the exclusive right to collect and remove, cause to collect and remove, garbage and rubbish within the city, shall be vested in the city, and it is unlawful for any person to collect or remove garbage or rubbish within the city, except in accordance with the provisions of this ordinance.	Adds right to collect by City
Sec. 6-1004. Residential garbage collection.	New section number	N/A	New section number
	(b) Garbage shall primarily be stored in roll cart containers provided by the city. Should garbage accumulated between collections exceed the capacity of the roll cart, other containers, such as sealed cardboard boxes, or plastic bags, may be used to supplement storage. However, all food, and food related items, shall be kept inside the roll cart container provided by the city.	(b) Garbage shall be stored in a roll cart container provided by the City or contractor. Residents who produce more garbage which exceeds the capacity of one roll cart, have the option to receive a second roll cart for an additional monthly fee set forth by the City or contractor. All garbage must be in a roll cart for collection by the City or contractor.	Removes provision for excess garbage being placed other containers. Provides ability to receive a second roll card for an additional fee.

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	(c) Except in the case of emergency arising from an act of God or under circumstances over which the city has no control or special circumstances determined by the city manager, the city shall collect, remove, and dispose of garbage one time per week.	(c) Except in the case of emergency arising from an act of God or under circumstances over which the City or contractor has no control or special circumstances determined by the city manager, the City or contractor shall collect, remove, and dispose of garbage one time per week.	Allows for collection by contractor.
	(d) All household garbage to be collected by city personnel must be placed in disposable, plastic garbage bags or some other disposable container and placed in the roll cart provided by the city. The roll cart is to be placed inside the curb or drain ditch line of the street near the front property line of the premises, no earlier than 5:30 a.m. and later than 7:30 a.m. on those days designated for residential collection, and must be removed no later than 7:30 p.m. on the designated collection day. Residents who fail to remove roll carts shall be fined twenty-five dollars (\$25.00) per violation. This fine shall be added to the water bill. No containers of any shape, size or form, other than roll carts provided by the city, will be emptied and returned to the curb. At no time shall roll carts, garbage bags or other disposable containers be placed on the curb or ditch line at night or weekends.	(d) All household garbage to be collected by the City or contractor must be placed in disposable, plastic garbage bags or some other disposable container and placed in the roll cart provided by the City or contractor. The roll cart is to be placed curbside near the front property line of the premises, no later than 7:00 a.m. on those days designated for residential collection and must be removed no later than 7:30 p.m. on the designated collection day. In the event a resident fails to remove a roll cart as required by this section, the City or contractor may go upon the resident's property to correct this failure and the resident shall be charged twenty-five dollars for the same. This charge shall become a lien upon real estate and shall be collectable in the same manner as municipal taxes. No containers of any shape, size or form, other than roll carts	Formalizes a correction of failure remove roll cart from curbside by resident and charge a fee which could become a lien.

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		provided by the City or contractor, will be emptied and returned to the curbside. At no time shall roll carts, garbage bags or other disposable containers be placed on the curb on weekends.	
	(e) Residents who are unable to comply with section 6-1002(d), due to physical impairments or other health limitations, and have no other able-bodied adult residing in the household, may request that their roll cart be retrieved from inside the property line by city personnel. This request must be made at the department of public works, and shall be accompanied by verification of the medical condition by a physician.	(e) Residents who are unable to comply with section 6-1004(d), due to physical impairments or other health limitations, and have no other able-bodied adult residing in the household, may request that their roll cart be retrieved from inside the property line by the City or contractor. This request must be made with the contractor providing the garbage collection service, and if the City does not use a contractor for garbage collection service, the request must be made at the department of public works, and shall be accompanied by verification of the medical condition by a physician.	Allows contractor to accept information for on property collection for physical impairments or health limitations.
	(f) Garbage cans of any size, shape or form, other than roll carts provided by the city, shall not be permitted on the curb at any time.	(f) Garbage cans of any size, shape or form, other than roll carts provided by the City or contractor, shall not be permitted on the curb at any time.	Updates to add contractor as the provider of roll carts

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Sec. 6-1005. Residential trash collection.	(a) All trash shall be adequately bagged, bundled, boxed or otherwise containerized in a disposable container not to exceed four (4) feet in length and fifty (50) pounds in weight and shall be placed adjacent to but not in the street for collection.	(a) All yard rubbish shall be adequately bagged, bundled, boxed or otherwise containerized in a disposable container not to exceed four (4) feet in length and fifty (50) pounds in weight and shall be placed adjacent to but not in the street for collection. Bags used for yard rubbish must be strong enough to contain the rubbish during collection by the contractor. Residents are limited to no more than ten (10) bags or bundles of yard rubbish on each collection day. Residents may use a personal roll cart or container not to exceed 96 gallons and must be labeled "Yard Waste" on the front of the cart.	Clarifies how yard rubbish can be containerized and limits the number of bags per collection.
	(b) Bulky waste which cannot be containerized or bundled or otherwise meet the requirements of subsection (a) above will be picked up by the city on a call basis for an extra charge. The amount of the charge will be determined by the city manager, with approval of city council, and shall be based on the cost of providing the service.	(b) Bulky waste which cannot be containerized or bundled or otherwise meet the requirements of subsection (b) above will be picked up by the City or contractor on a call basis.	Provides for collection of bulky waste to by request and removes fee for removal.
	(c) Building rubbish shall be removed and disposed of by the contractor or owner, unless such materials are bundled as provided herein.	(c) Building rubbish shall be removed and disposed of by the carpenter, builder or property owner, after construction or	Updates to remove building rubbish from collection by city or contractor

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		alteration of a building at their own expense.	
Sec. 6-1006. Commercial collection procedure.	(a) <i>Heavy-volume, nonresidential:</i> (1) <i>Frequency:</i> Refuse from heavy-volume, nonresidential establishments shall be collected a maximum of five (5) times a week, depending on the needs of the establishment. Charges may be established based on the volume of waste and collection frequency.	(a) <i>Heavy-volume, nonresidential:</i> (1) <i>Frequency:</i> Refuse from heavy-volume, nonresidential establishments shall be collected a maximum of six (6) times a week, depending on the needs of the establishment. Charges may be established based on the volume of waste and collection frequency.	Changes number of times a week
	(2) <i>Method:</i> Heavy-volume, nonresidential customers shall place garbage and other loose waste in strong, not easily corrodible, rodentproof containers of not more than thirty-two (32) nor less than twenty (20) gallons' size. A maximum of six (6) such containers shall be collected per day. Cardboard and other paper items shall be adequately bundled for pickup by the city.	(2) <i>Method:</i> Heavy-volume, nonresidential customers shall place garbage and other loose waste in strong, not easily corrodible, rodentproof containers of not more than thirty-two (32) nor less than twenty (20) gallons' size. A maximum of six (6) such containers shall be collected per day. Cardboard and other paper items shall be adequately bundled for pickup by the City or contractor.	Adds and allows for contractor to collect

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Sec. 6-1007. Recycling procedures.	(a) This chapter mandates that all residents in the incorporated areas of the City of Beaufort shall recycle all items designated by the city council. All residents will be notified at least two (2) weeks prior to the starting date. Residents will be notified of their designated pick-up day and items for recycling. Each household will be provided a recycling container. (b) Residents will place the recycling container containing recyclable's at the front of their property, adjacent to, but not in the street (curbside) on their designated collection day by 7:00 a.m.	(a) This chapter mandates that all residents in the incorporated areas of the City of Beaufort shall recycle all items designated by the city council. Residents will be notified of their designated pick-up day and items for recycling. Each household will be provided a recycling container. (b) Residents will place the recycling container containing recyclables at the front of their property, adjacent to, but not in the street (curbside) on their designated collection day by 7:00 a.m.	Removes reference to starting date sentence and corrects spelling of recyclables
Sec. 6-1009. Solid waste refuse fees.	Each resident receiving curbside services of residential garbage collection will be charged a solid waste refuse fee of sixteen dollars and twenty cents (\$16.20) per unit month for each roll cart issued. The revenues derived from this fee shall be segregated into a specific account, and shall be used to cover the costs of services provided as well as the costs to administer, manager, and reserve for cart/bin replacement.	Each resident receiving curbside services of residential garbage collection will be charged a monthly collection fee. The monthly collection fee and miscellaneous charges for solid waste refuse shall be adopted and amended from time to time by city council. The revenues derived from these fees shall be used to cover the costs of services provided.	Updates to all for fee to be determined annually and adopted as a fee

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Sec. 6-1010. Method of billing.	(a) The finance department shall have the responsibility, upon notification of the public works department, to bill the above garbage and recycling collection fees on the monthly water bills. The finance department shall have the further responsibility to collect the above fees and to transfer all such fee collections to the general fund monthly. (b) In the event that payment of any monthly bill or bills shall not be sufficient to take care of the total amount or amounts so billed (including water service, sewage service, and/or garbage and recycling collection fee), the finance department shall give first priority and shall allocate the first monies received toward the garbage and recycling collection fee, next toward the water bill(s). If any such payment shall not be sufficient to take care of all of the outstanding bills, then the first allocation shall be toward the oldest monthly bill(s). (c) The failure to pay any water-sewage-garbage or recycling bill, or any part thereof, within the period specified on the bill shall be grounds for termination of both water, garbage, and recycling services to the premises involved.	(a) The annual garbage fee which is adopted by city council shall be charged on all city residential properties receiving services by the city or city's contractor. The finance department shall have the responsibility to reconcile all residential properties which are being serviced by the City or contractor with all residential properties within the city limits and notifying Beaufort County of the annual fee to be added the annual property tax bills for collection.	Updates billing method to property tax bills

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CHAPTER 1. GARBAGE COLLECTION AND DISPOSAL



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/04/2025
From: Alan Eisenman, Finance Director
Item Name: An Ordinance amending the Business License Ordinance of the City of Beaufort to update the Class Schedule as required by Act 176 of 2020- First Reading
Meeting Date: November 18, 2025
Department: Finance Department

Background Information:

Introduction:

City Council approved the update to the business license class schedule on April 8, 2025.

However, it was recently discovered that the class schedule ordinance passed by Council in April 2025 contained incorrect language. The standard language used was intended for municipalities without a Class 9 designation; however, the City does issue business licenses that fall within Class 9. This updated ordinance includes language for Class 9 businesses and this new ordinance will supersede the previous version.

Background:

South Carolina's Act 176, the Business License Standardization Act, requires every municipality and county government with a business license tax to update its business licensing class schedule every odd-numbered year to go into effect the following year. As such, 2025 is a time to update the City's licensing practices to remain in compliance with state law. As required by Act 176, the class schedule updates use the latest statistical data on business profitability from the IRS, which then receives approval from the SC Revenue and Fiscal Affairs Office.

Legal Authority:

SC Act 176 of 2020- Business License Standardization Act

Staff Recommendation:

Staff recommends for Council's consideration approval of the first reading. The second reading will take place on December 9, 2025.

Placed on Agenda For:
Action

Attachments:

1. standardization-2025-amendment-w-class-9s

ORDINANCE 2025/

AN ORDINANCE AMENDING THE BUSINESS LICENSE ORDINANCE OF THE CITY OF BEAUFORT TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.

WHEREAS, the City of Beaufort (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the "Association") and adopted by the Director of the Revenue and Fiscal Affairs Office;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 14-21 on September 28, 2021, in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

WHEREAS, the City Council of the Municipality (the "Council") now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Beaufort, as follows:

SECTION 1. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," are hereby amended and restated as set forth on the attached Exhibit A.
- (b) Class 9 in Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," shall remain in full force and effect as set forth in the Current Business License Ordinance.

SECTION 2. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2026.

ENACTED IN REGULAR MEETING, this ____ day of _____, 20____.

Philip E. Cromer, Mayor

ATTEST:

Traci Guldner, City Clerk

First reading: November 18, 2025

Final reading: _____

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the
Current Business License Ordinance**

**APPENDIX B
Classes 1 – 8: Business License Class Schedule by NAICS Codes**

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	3
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	2
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	6
54	Professional, scientific, and technical services	4
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	3
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	3
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2025 Class Schedule is based on a three-year average (2019 - 2021) of IRS statistical data.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/12/2025
From: Alan Eisenman, Finance Director
Item Name: An Ordinance to amend City of Beaufort Ordinance 2025/13 regarding the fiscal year 2025-2026 City of Beaufort Budget to provide for the revenues and expenditures of General Fund, Stormwater Fund, and Capital Projects Fund - First Reading
Meeting Date: November 18, 2025
Department: Finance Department

Background Information:

Introduction:

The City's Request for Proposals (RFP) for facilities maintenance services returned bids that substantially exceeded the appropriated funding for Fiscal Year 2026. In response, City staff presented to Council at the October 14, 2025 work session an alternative approach to perform these services in-house rather than through a contracted provider. The proposed budget amendment authorizes the addition of one full-time Public Works position dedicated to grounds maintenance at City Hall, the Police Department/Municipal Complex, Fire Station Headquarters, and Fire Station No. 2, as well as the capital acquisition of a stand-on mower. Pending Council approval, the personnel hire and equipment purchase would commence January 1, 2026. Funding for this initiative will be derived from the remaining FY26 contract allocation of \$42,232, with the balance of \$10,403 appropriated from the General Fund Unassigned Fund Balance.

The City has recently completed the Battery Shores Drainage Project; however, further drainage improvements have been identified as necessary at the Otter Circle Outfall. These additional measures are required to ensure adequate stormwater flow and to prevent water accumulation within residential yards. To address this need, staff recommends a budget amendment in the amount of \$15,000 to cover engineering and construction expenses. Funding will be provided through Stormwater bond proceeds and transferred to the Capital Project Fund to facilitate timely completion of this critical infrastructure improvement.

Background:

Please see Introduction section above for background information.

Legal Authority:

S.C. Code Ann. § 5-7-260; Title 5, Chapter 7

Staff Recommendation:

Staff recommends for Council's consideration approval of first reading of the budget amendment.
The second reading will take place on December 9, 2025.

Placed on Agenda For:

Action

Attachments:

1. Budget Ordinance Amendment

ORDINANCE

AN ORDINANCE TO AMEND CITY OF BEAUFORT ORDINANCE 2025/13 REGARDING THE FISCAL YEAR 2025-2026 CITY OF BEAUFORT BUDGET TO PROVIDE FOR THE REVENUES AND EXPENDITURES OF GENERAL FUND, STORMWATER FUND, AND CAPITAL PROJECTS FUND.

WHEREAS, Section 5-7-260 of the South Carolina Code of Laws requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

WHEREAS, on June 10, 2025, the City of Beaufort (hereinafter “City”) adopted Ordinance No. 2025/13 which set the City’s FY 2025- 2026 budget and associated expenditures; and

WHEREAS, the Public Works Department has proposed transitioning facilities grounds maintenance services at City Hall, the Police Department/Municipal Court Complex, Fire Station Headquarters and Fire Station #2 to in-house operations; and

WHEREAS, this transition will result in improved oversight, increased attention to detail, and long-term cost savings compared to contracted services; and

WHEREAS, the City has also identified the need for additional drainage improvements at the Otter Circle Outfall as part of the Battery Shores Drainage Project; and

WHEREAS, the accumulation of long-standing sediment has impeded natural water flow, and additional maintenance is required to ensure proper drainage and prevent water accumulation in residential yards; and

WHEREAS, it is necessary and proper to appropriate, obligate, and budget funds for the above-referenced items; and

WHEREAS, in compliance with South Carolina law and in the interest of maintaining good accounting practices and transparency in the budget process, it is beneficial and necessary to amend the budget to reflect this additional appropriation of funds.

NOW, THEREFORE, BE IT ORDAINED by the City of Beaufort Council that the FY 2025-2026 City of Beaufort Ordinance 2025/13 is hereby amended by the addition of the following, such that the General Fund FY26 Budget and the Consolidated FY26 Revised Budget are as shown on Exhibits A and B, hereto

SECTION 1. AMENDMENT

General Fund

Revenues

Use of General Fund Fund Balance- Unassigned \$ 10,403

Total Revenues 10,403

Expenditures

Public Works-Facilities Maintenance- Personnel 37,635

Public Works-Facilities Maintenance-Capital 15,000

Public Works-Facilities Maintenance-Contractual (42,232)

Total Expenditures \$ 10,403

Stormwater Fund

Revenues

Use of Stormwater Fund Fund Balance- Committed Stormwater Bond \$ 15,000

Total Revenues 15,000

Expenditures

Public Works Stormwater Department- Transfers Out 15,000

Total Expenditures \$ 15,000

Capital Projects Fund

Revenues

Transfers In- Battery Shores Drainage Project 15,000

Total Revenues \$ 15,000

Expenditures

Capital- Battery Shores Drainage Project 15,000

Total Expenditures \$ 15,000

SECTION 2. EFFECTIVE DATE

This Ordinance shall be effective upon its enactment by the City Council for the City of Beaufort.

PHILIP E. CROMER, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK

1ST Reading November 18, 2025

2nd Reading & Adoption _____

Attachments:

- A. General Fund FY26 Budget
- B. Consolidated FY26 Revised Budget

EXHIBIT A

General Fund FY26 Budget

	Adopted FY26 Budget	Budget Amendment #1	Budget Amendment #2	Budget Amendment #3	Revised FY26 Budget
Revenues					
Property Taxes	\$ 9,969,172	\$ -	\$ -	\$ -	\$ 9,969,172
Licenses & Permits	7,817,000	-	-	-	7,817,000
Intergovernmental	4,230,180	1,500,000	-	-	5,730,180
Franchise Fees	2,384,440	-	-	-	2,384,440
Charges for Services	1,720,245	-	-	-	1,720,245
Fines & Forfeitures	67,000	-	-	-	67,000
Miscellaneous	60,000	-	-	-	60,000
Interest	600,000	-	-	-	600,000
Transfers In	69,584	-	-	-	69,584
Issuance of Capital Lease	833,472	-	-	-	833,472
Release of Committed/Assigned Fund Balance	1,024,878	137,900	700,834	10,403	1,874,015
Total General Fund Revenues	\$ 28,775,971	\$ 1,637,900	\$ 700,834	\$ 10,403	\$ 31,125,108
Appropriations					
Non-Departmental	\$ 815,171	\$ -	\$ -	\$ -	\$ 815,171
City Council	318,249	-	-	-	318,249
City Manager	1,006,844	-	4,382	-	1,011,226
Finance	1,103,555	-	7,742	-	1,111,297
Human Resources	514,604	-	5,389	-	519,993
Information Technology	939,137	-	-	-	939,137
Municipal Court	690,911	-	15,389	-	706,300
Community & Economic Development	1,356,171	-	7,088	-	1,363,259
Police Operations	6,272,804	-	189,584	-	6,462,388
School Resource Officer	734,983	-	-	-	734,983
School Crossing Guard	24,945	-	-	-	24,945
Victims Rights	123,030	-	-	-	123,030
Fire	8,696,627	-	438,468	-	9,135,095
Public Works	545,431	-	32,792	-	578,223
Streets & Traffic	1,216,546	137,900	-	-	1,354,446
Facilities Maintenance	718,115	-	-	10,403	728,518
Solid Waste	1,476,050	-	-	-	1,476,050
Debt Service	1,847,798	-	-	-	1,847,798
Transfers Out	375,000	-	-	-	375,000
Total General Fund Appropriations	\$ 28,775,971	\$ 137,900	\$ 700,834	\$ 10,403	\$ 29,625,108

EXHIBIT B

Consolidated FY26 Revised Budget

			Parks &	Stormwater	State			Capital Project	
Revenues	General Fund	ARPA Fund	Tourism Fund	Fund	Accommodations	Fire Impact Fund	TIF II Fund	Fund	Total
Revenues	\$ 28,348,037	\$ 133,871	\$ 5,512,500	\$ 1,403,346	\$ 946,667	\$ 205,000	\$ 120,000	\$ 21,755,759	\$ 58,425,180
Transfers In	69,584	-	-	-	-	-	-	6,424,712	6,494,296
Issuance of Capital Lease	833,472								833,472
Release of Committed Fund	1,758,061	1,352,827	2,561,185	467,061	468,639	-	1,200,000	-	7,807,773
Release of Fund Balance	115,954	104,382	974,140	32,792	224,363	-	620,000	700,000	2,771,631
Total Revenues	\$ 31,125,108	\$ 1,591,080	\$ 9,047,825	\$ 1,903,199	\$ 1,639,669	\$ 205,000	\$ 1,940,000	\$ 28,880,471	\$ 76,332,352
Expenditures									
Salaries	\$ 11,799,137	\$ 97,972	\$ 2,172,279	\$ 492,602	\$ 18,366	\$ -	\$ -	\$ -	\$ 14,580,356
Benefits	4,831,804	40,281	947,533	207,146	7,363	-	-	-	6,034,127
Operating	8,816,857	100,000	2,052,032	217,490	1,044,150	-	-	-	12,230,529
Capital	1,746,062	-	345,300	-	31,567	-	740,000	28,880,471	31,743,400
Debt	2,056,248	-	969,496	518,900	-	-	-	-	3,544,644
Transfers Out	375,000	1,352,827	2,561,185	467,061	538,223	-	1,200,000	-	6,494,296
Contribution to Fund Balance	-	-	-	-	-	205,000	-	-	205,000
Total Expenditures	\$ 29,625,108	\$ 1,591,080	\$ 9,047,825	\$ 1,903,199	\$ 1,639,669	\$ 205,000	\$ 1,940,000	\$ 28,880,471	\$ 74,832,352
Net (Deficit) Surplus	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/04/2025
From: Alan Eisenman, Finance Director
Item Name: Tourism Development Advisory Committee (TDAC) State Accommodations Tax Grant Award Recommendations
Meeting Date: November 18, 2025
Department: Finance Department

Background Information:

Introduction:

The Tourism Development Advisory Committee (TDAC) reviewed applications and conducted interviews with 21 entities on September 24, 2025. Please refer to attached summary TDAC grant recommendations.

TDAC met on September 30, 2025 to discuss their grant recommendations. TDAC discussed their recommendations to City Council during October 14, 2025 work session.

Background:

The State Accommodations Tax grant budget for fiscal year 2026 is \$649,420.

Legal Authority:

SC State Code Section 6 Chapter 4- Allocation of Accommodations Tax Revenues

Staff Recommendation:

Staff recommends for Council's consideration to approve TDAC grant award recommendations.

Placed on Agenda For:

Action

Attachments:

1. FY2026 ATAX TDAC RECOMMENDATIONS SPREADSHEET
2. FY26 Tourism Development Advisory Committee Recommendations Memo



CITY OF BEAUFORT FY2026 ATAX GRANT AWARDS

Applicants	Prior Year Award	Event	Total Budget Amt.	Request	Other Funding	% of Total Requested	Avg. Score	TDAC Recommendation	% of Request
Beaufort Film Society	\$ 15,000	Beaufort International Film Festival	234,000	15,000	60,000	2.73%	5.00	15,000	100%
SC Lowcountry & Resort Islands Tourism	\$ 61,800	Promotion of the City of Beaufort and SC Lowcountry	901,500	72,800	836,200	13.25%	4.93	72,800	100%
Port Royal Sound Foundation	\$ 9,500	Interactive Garden Art Exhibit for PRSF Maritime Center	10,500	5,250	5,250	0.96%	4.91	5,250	100%
Beaufort Water Search & Rescue	\$ 20,000	Water Rescue Services & Water Festival Safety Patrol	35,000	17,500	17,500	3.18%	4.80	17,500	100%
Greater Beaufort-Port Royal CVB	\$ 40,000	Sales Plan	121,500	45,000	76,500	8.19%	4.79	45,000	100%
Greater Beaufort-Port Royal CVB	\$ 160,000	Destination Marketing	545,549	160,000	385,549	29.11%	4.76	\$ 240,000	150%
Freedman Arts District	\$ 20,000	Chalk it Up Festival	75,869	25,000	80,000	4.55%	4.63	20,000	80%
Beaufort Area Hospitality Association- BAHA	\$ 18,000	Beaufort Oyster Festival	150,000	30,000	50,000	5.46%	4.62	30,000	100%
Friends of the Spanish Moss Trail	\$ 13,000	Promoting the Spanish Moss Trail	60,500	12,100	36,300	2.20%	4.60	12,100	100%
Northern Beaufort Area Sports Council	\$ -	Northern Beaufort County Sports & Cultural Facility	50,000	10,000	40,000	1.82%	4.57	10,000	100%
Habitat For Humanity	\$ -	Turkey Trot	16,000	6,424	-	1.17%	4.55	6,424	100%
Carolina Bight Sanctuary	\$ -	Wonders of Winter Birds	15,000	8,500	6,500	1.55%	4.54	8,500	100%
Friends of Hunting Island	\$ 10,000	Fresnel Lens Enhancement Project	35,000	10,000	-	1.82%	4.53	10,000	100%
Carolina Bight Sanctuary	\$ -	Osprey Pole & Platform	8,000	4,500	3,500	0.82%	4.38	4,000	89%
The Original Gullah Festival	\$ 35,000	Original Gullah Festival	289,350	50,000	200,000	9.10%	4.21	50,000	100%
Gullah Traveling Theatre, Inc.	\$ 30,000	2025 Gullah Christmas Celebration	86,318	36,000	55,000	6.55%	4.18	33,000	92%
Pat Conroy Literary Center		Digital Marketing Support	18,000	9,000	-	1.64%	4.13	9,000	100%
Penn Center, Inc.	\$ 10,000	Heritage Days Celebration	60,000	15,000	45,000	2.73%	3.96	15,000	100%
Beaufort History Museum	\$ -	Beaufort on Stage & Screen	20,000	10,000	10,000	1.82%	3.90	7,500	75%
Penn Center, Inc.		Juneteen Celebration	30,500	7,500	20,000	1.36%	3.44	5,000	67%
Favour Corp.		843 Lowcountry Southern Blues Line Dance Festival	32,500	12,500	10,000	2.27%	NA	-	
	\$ 442,300			\$ 549,574	Total Requests				
				\$ 649,420	FY2026 Budget	20000-5524		\$ 616,074	
				\$ 99,846	(Over)/Under			(33,346)	

FY26 Tourism Development Advisory Committee Recommendations

October 8, 2025

Revenues:

State Accommodation Tax	\$916,667.00
Interest	\$30,000.00
Release of Committed Fund Balance- Capital Projects	\$468,639.00
Release of Committed Fund Balance	\$224,363.00
Totals	\$1,639,669.00

Expenditures:

Police Personal Support	\$25,729.00
DMO State Mandated	\$267,500.00
Affordable Housing Trust	\$32,230.00
Downtown Twilight Hours Initiative	\$95,000.00
Police Ranger Utility Transport Vehicle	\$18,567.00
Police Mobile Command Trailer	\$13,000.00
Arsenal Walls Restoration Project Phase 1&2	\$268,639.00
Arsenal Windows Project	\$200,000.00
Transfer to General Fund State Mandated	\$69,583.00
TDAC Grants Available	\$649,420.00
Totals	\$1,639,669.00

Applicants and TDAC Recommendations

Beaufort Film Society

TDAC recommends \$15,000 (Full Request)

Event takes place during a need time and last over 6 days to generate tourism activity. Data shows that this event provides a direct heads in beds and results in repetitive business throughout the year

SC Lowcountry & Resort Island Tourism

TDAC recommends \$72,800 (Full Request)

Organization provides year round marketing support for the Lowcountry and Beaufort in general.

Port Royal Sound Foundation

TDAC recommends \$5,250.00 (Full Request)

The center is a major attraction for the area and is constantly updating content around the campus. The foundation tells the story of our local flora and fauna.

Beaufort Water Search & Rescue

TDAC recommends \$17,500.00 (Full Request)

BWSR provided year-round support to visitors using our waterways

Freedman Arts District

TDAC Recommends \$20,000 (Partial Request)

3rd year for the event, committee believes this event will grow to have a great impact for heads in beds. Partial recommendation due to where other funds are coming from.

Beaufort Oyster Festival

TDAC recommends \$30,000 (Full Request)

Chet recused as he serves on the board.

Festival takes place during a very slow tourist season, event is growing every year and promotes local businesses

Friends of the Spanish Moss Trail

TDAC recommends \$12,100 (Full Request)

A growing attraction that needs to be showcased to visitors to the area

Habitat for Humanity

TDAC recommends \$6,424.00 (Full Request)

First time grant application for a 5k with proceeds going directly back into the community via Habitat for Humanity housing project.

Carolina Blight Sanctuary Wonders of Winter Birds

TDAC recommends \$8,500.00 (Full Request)

First time event showcasing the birds of the Lowcountry. Event is taking place during the winter months when demand is slow in the area.

Carolina Blight Sanctuary Osprey Pole

TDAC recommends \$4,000.00 (Full Request)

First time for infrastructure to construct a nest for our local osprey. Organization would like to make it into an educational experience tied to visitors coming to the PRSF Campus.

Friends of Hunting Island

TDAC recommends \$10,000 (Full Request)

In the prior years TDAC has recommended funds for the Fresnel Lens restoration. This funding would continue to support that and eventually creating an exhibit on hunting island for the actual lens.

The Original Gullah Festival

TDAC recommends \$50,000 (Full Request)

Festival is very important for Gullah tourism and has been around for 39 years. The dates of the festival are when the market is saturated. The committee believes the festival generates tourism.

Gullah Traveling Theater

TDAC recommends \$33,000 (Partial Request)

Festival takes place during a slow season; amount was reduced since funds cannot be used for prizes as presented to committee.

Pat Conroy Literary Center

TDAC recommends \$9,000 (Full Request)

First time grant application to market the center and Beaufort for one of our local writers. Pat Conroy has a following around the world and the center hopes to bring in heads in beds thought its marketing campaign.

Penn Center Heritage Days

TDAC recommends \$15,000 (Full Request)

The event takes place during a “need time” for the market. The Gullah heritage is a crucial part of Beaufort’s history and needs to be highlighted. The event draws repeat visitors to the area year over year.

Beaufort History Museum

TDAC recommends \$7,500 (Partial Request)

Committee recommends in funding 50% of the marketing budget as presented.

Penn Center Juneteenth Celebration

TDAC recommends \$5,000 (Partial Request)

The center is hosting this event for the 1st time, after discussion the committee came to a conclusion to recommend the marketing funds for the event.

Favour Corp.

TDAC recommends no funding

TDAC did not score this event and does not recommend funding for this event as it will be taking place on Hilton Head Island and have no contribution to City of Beaufort Area.

Greater Beaufort- Port Royal CVB

Sales Plan

TDAC recommends \$45,000 (Full Request)

Funds are used to attend trade shows to promote meetings, group tours and reunions to our market.

Northern Beaufort Area Sports Council

TDAC Recommends \$10,000 (Full Request)

Funds are to be used for a facilities assessment and implementation study. Using this information the CVB will work to attract sporting events to the area.

Destination Marketing

TDAC recommends \$240,000 (Increased Request from \$160,000)

Since the DMO is the marketing organization for the City of Beaufort the committee felt like funding should increased for the DMO. Several reasons in the waterfront partial closure and no timeline as to when it will completely reopen the DMO can use extra funds to market to other areas where normally would not. The other reason is with 250th Anniversary coming up in 2026 for the American revolution, funding can be used to

market the area. The committee feels strongly about increasing the amount requested by the DMO.

TDAC Request

The Committee is requesting the remaining funds be placed into the special fund for FY27. The committee is looking into a tiered structure for matching funds going forward and will bring that to council when necessary.

Respectfully Submitted

Chet Patel

Chair for TDAC Committee



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/12/2025
From: Alan Eisenman, Finance Director
Item Name: Authorization to allow the City Manager to enter into a Contractual Agreement for Washington Street Park Phase II
Meeting Date: November 18, 2025
Department: Finance Department

Background Information:

Introduction:

On August 21, 2025, the City solicited an invitation for bids, IFB 2026-104 Washington Street Park Phase 2. The public notice was posted on the City's website, the State of South Carolina (SCBO) procurement website and was advertised in the Island News. A non-mandatory pre-bid meeting was held on September 4th. Questions were received by the September 10th deadline and answers were posted on the City website and distributed to plan holders on September 19th.

Background:

The City received five bids by the submittal deadline of October 1st, at 2:00 PM. The bids were opened during a public meeting at 2:00 PM on that day. Davis & Floyd is the engineer for this project. The budget is \$528,000 for this project from the Parks and Tourism Fund. The bids received were the following:

Corely Lawn & Construction Columbia, SC	\$417,003
Beaufort Construction of SC Beaufort, SC	\$458,902
Nix Construction Hilton Head Island, SC	\$571,431
Mashburn Construction Charleston, SC	\$602,577
IPW Construction Group North Charleston, SC	\$676,697

On October 15th the selection committee met with Davis & Floyd to review the bidder qualifications and bid forms. Although Corely Lawn & Construction, dba. CL Construction submitted the lowest bid, their previous projects and references that were submitted indicate their capacity only as a sub-contractor performing site work. Furthermore, although they are located in Columbia, SC their bid costs for site mobilization of only \$6,500 were noted as a concern. Beaufort Construction is already on-site and currently working to complete Phase I of the

project. A contract award to them for this phase 2 would be beneficial to the City for warranty coverage by a single contractor.

The selection committee is unanimous in recommending Beaufort Construction of South Carolina as the lowest, most responsive bidder.

Legal Authority:

City Code of Ordinances- Part 1, Chapter 4, Article A, Section 1-4004, Paragraph 9

Staff Recommendation:

Staff recommends that City Council authorizes City Manager to enter into a contract for Washington Street Park Phase II with Beaufort Construction of SC, LLC.

Placed on Agenda For:

Action

Attachments:

1. RECOMMENDATION MEMO IFB 2026-104
2. CONTRACT IFB 2026-104 WASHINGTON STREET PARK PHASE 2
3. BCSC BID IFB 2026-104 WASHINGTON ST PK PHS 2 _Redacted
4. Washington Street Park PH2 - Letter of Recommendation To Award

CITY OF BEAUFORT - INTERNAL MEMORANDUM

TO: SCOTT MARSHALL
FROM: JAY PHILLIPS
SUBJECT: RECOMMENDATION MEMO FOR IFB 2026-104 WASHINGTON STREET PARK PHASE 2
DATE: NOVEMBER 7, 2025
CC: ALAN EISENMAN, RAUL DOMINGUEZ, LINDA ROPER, NATE FARROW, SANDY RICE

On August 21, 2025, the City solicited an invitation for bids, IFB 2026-104 Washington Street Park Phase 2. The public notice was posted on the City's website, the State of South Carolina (SCBO) procurement website and was advertised in the Island News. A non-mandatory pre-bid meeting was held on September 4th. Questions were received by the September 10th deadline and answers were posted on the City website and distributed to plan holders on September 19th. The city received five bids by the submittal deadline of October 1st, at 2:00 PM. The bids were opened during a public meeting at 2:00 PM on that day. Davis & Floyd is the engineer for this project. The budget is \$528,000 for this project from the Parks and Tourism Fund.

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The selection committee is unanimous in recommending Beaufort Construction of South Carolina as the lowest, most responsive bidder. Upon your approval, a notice of intent to award and contract draft will be sent to them and will be scheduled for presentation to City Council at the regular meeting on November 18th.

CONSTRUCTION AGREEMENT

THIS AGREEMENT (hereinafter the “Agreement”) is made this _____ day of _____ 2025, by and between the City of Beaufort, a political subdivision of the State of South Carolina (hereinafter referred to as the “City”) and Beaufort Construction of South Carolina, LLC. (hereinafter referred to as “Contractor” or “successful vendor”).

1. The Project. The Contractor agrees to furnish and pay for all supervision, contract administration, services, labor, materials, equipment, tools, and other costs necessary to perform all requirements as stated herein for the scope of work described herein (hereinafter the “Project” or “Washington Street Park Phase 2”). The Contractor shall perform the Project in a workmanlike manner and in strict accordance with this Agreement. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and safety precautions or programs, and for supervising, coordinating and performing all of the work associated with the Project. This Agreement, IFB 2026-104 (hereinafter referred to as the “IFB” and included herewith as Exhibit A), the Contractor’s response to the IFB (hereinafter referred to as the “Response” and included herewith as Exhibit B), and the City of Beaufort General Terms and Conditions (included herewith as Exhibit C), all of which are made a part hereof and incorporated herein by reference, contain the terms, conditions, specifications, and provisions which will govern all specifications and scope to be performed by Contractor with respect to the Project.

In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement, the IFB, and/or the Response, the terms of this Agreement shall control and govern the rights and obligations of the Parties.

2. Payment. The City shall pay the Contractor for the Contractor’s performance of its obligations under this Agreement the sum of four hundred fifty-eight thousand, nine hundred one dollars and fifty-five cents (\$458,901.55) pursuant to and in conformity with the following payment procedures. Any terms or phrases used in this section but not defined in this Agreement shall have the same meaning as those terms or phrases as they are defined in the IFB.

2.1 Schedule of Values.

- A. Definition: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Project and used as the basis for reviewing Contractor's Applications for Payment.
- B. Coordination: Contractor shall coordinate preparation of the Schedule of Values with preparation of Contractor's construction schedule subject to the following provisions:
 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.

- b. Submittals schedule.
 - c. Contractor's construction schedule.
 - d. List of subcontractors.
 - e. Schedule of allowances.
 - f. Schedule of alternates.
 - g. List of products.
 - h. List of principal suppliers and fabricators.
 2. Submit the Schedule of Values to the City at earliest possible date but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.
 3. Subschedules: Where the Project is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- C. Format and Content: Contractor shall use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Contractor.
 - c. Contractor's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Submit draft of AIA Document G703 Continuation Sheets.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Project.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value: Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.

Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Project where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Project.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

2.2 Applications for Payment.

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Contractor and paid for by City.
- B. Payment Application Times: City shall submit progress payments to Contractor by the 25th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

- C. Payment Application Forms: Contractor shall use AIA Document G702 and AIA Document G703 Continuation Sheets as the form for Applications for Payment.
- D. Application Preparation: Contractor shall complete every entry on the form and the form shall be executed by a person authorized to sign legal documents on behalf of Contractor. City will return incomplete applications without action. Contractor's application preparation shall be subject to the following provisions:
1. Entries shall match data on the Schedule of Values and Contractor's construction schedule. Use updated schedules if revisions are made. Submit schedule with Application for Payment, regardless of whether revised or not.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application. For Change Orders, which do not result in an increase in the Contractor's costs associated with the Project, no additional amount shall be paid to the Contractor.
 3. Submit copies of invoices for each item of material/equipment listed in the Application For Payment. If material/equipment is stored off-site, submit certificate of insurance to substantiate that the materials/equipment are stored in a bonded warehouse.
- E. Transmittal: Contractor shall submit three (3) signed and notarized original copies of each Application for Payment to City by a method ensuring receipt within 24 hours. Each copy shall include waivers of lien and similar attachments.
- F. Waivers of Mechanic's Lien: With each Application for Payment, Contractor shall submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien related to the performance of the Contract and related to the Project covered by the payment. The submission of these waivers shall be subject to the following provisions:
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item. Retainage shall equal 10% of the payment application until the project is complete.
 2. When an application shows completion of an item, submit final or full waivers.
 3. City reserves the right to designate which entities involved in the Project must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to the City. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Project covered by the application who is lawfully entitled to a lien.

G. Initial Application for Payment: Administrative actions taken and submittals made by the Contractor that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list.
5. Schedule of unit prices.
6. Submittals schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's Subcontractors.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Project.
11. Approval by City Building Inspector and Engineer of work performed.
12. Initial progress report.
13. Report of preconstruction conference.
14. Certificates of insurance and insurance policies.
15. Performance and payment bonds.
16. Data needed to acquire City's insurance.
17. Initial settlement survey and damage report if required.

H. Application for Payment at Substantial Completion: After issuance of the Certificate of Substantial Completion, Contractor shall submit an Application for Payment showing completion for the portion of the Project claimed as substantially complete.

1. Contractor shall include documentation supporting the claim that the Project is substantially complete and a statement showing an accounting of any changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for City occupancy of designated portions of the Project.

I. Final Payment Application: Contractor shall submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."

5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities and similar data as of date of Substantial Completion or when City took possession of and assumed responsibility for corresponding elements of the Project.
 9. Transmittal of required project construction records to City.
 10. Final, liquidated damages settlement statement.
 11. Summary of all mitigation measures adopted by the contractor to reduce, avoid or eliminate adverse environmental impacts to avoid non-compliance or non-conformance with Mitigation Measures and Conditions [40 CFR 1505.2(c)].
3. Time. Time is of the essence for Contractor's performance pursuant to this Agreement and the Contractor shall commence work on the Project with adequate force and equipment within ten (10) calendar days from the issuance of all building permits and shall complete the Project within two hundred forty-five (245) calendar days from the date work begins.
 4. Termination. In addition to the provisions for termination as set forth under the heading TERMINATION FOR CONVENIENCE OR FOR CAUSE of Exhibit C, the Agreement may be terminated by either party prior to the commencement of the Contractor's provision of services to the City.
 5. Notice. The Contractor and the City shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U. S. mail with proper postage affixed thereto and addressed to the parties' respective representatives as follows:

To the City: Raul Dominguez
 Capital Improvement Program Director
 City of Beaufort
 1911 Boundary Street
 Beaufort, South Carolina 29902

To the Contractor: Marty Miley
 Project Manager
 Beaufort Construction of South Carolina, LLC
 1840 Ribaut Road
 Beaufort, SC 29935

Neither party's representative shall be changed without ten (10) days' written notice to the other party.

6. Execution of Agreement. This Agreement shall be executed in at least three (3) original copies, of which one is to be delivered to the City Director of Finance, one to the Contractor for use in the administration of the Agreement, and one to the City.
7. Amendment. This Agreement may be amended from time to time as agreed upon by the parties in writing. The parties agree to negotiate in good faith to accommodate any necessary amendments.
8. Total Agreement. This Agreement, along with the documents that have been included herewith and made a part of this Agreement by reference, constitute the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

CITY OF BEAUFORT

Signature

By: _____
Scott Marshall, City Manager

Printed Name

WITNESSES:

CONTRACTOR

Signature

Signature: _____

Printed Name: _____

Printed Name

Title: _____



Bid Proposal Package
For
Washington Street Park Phase II
IFB No. 2026-104
October 1st, 2025

City of Beaufort
IFB No. 2026-104 Washington St. Park Ph II

TABLE OF CONTENTS

1.	Bid Transmittal Page
2	Certificate of Insurance
3	Ethics in Public Contracting Certification
4	Non-Collusion Affidavit
5	Small / Woman-Owned / Minority Business Enterprise Form
6	Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
7	IFB Signature page
8	✓ Price Summary Form
9	Bid Bond
10	Supplemental Documents
11	General Terms and Conditions Form

Transmittal Letter for City of Beaufort

RE: Washington Street Park Phase II RFP No. 2026-104

Beaufort Construction Of South Carolina, LLC

P.O.Box 1804

Beaufort, SC 29901

Key Individuals

President: Marty Miley

Vice President: Paul Webb

Project Manager: Marty Miley

Superintendent : Paul Webb

Email: Office@BeaufortConstruction.net

(843)521-9766



1. Authorized Persons

- William M. Miley, Jr./ President/ mmiley@beaufortconstruction.net / cell 843-812-9619
- Paul Webb/ Vice President/ pwebb@beaufortconstruction.net / cell 843-812-2879

2. Licensure

- General Contractor's license (see attached)
- Bonding capacity (see attached)
- City Of Beaufort Business license (see attached)

3. Firm's Profile

- Primary Office

Beaufort Construction of SC, LLC
physical address:
1840 Ribaut Road, Port Royal, SC 29935
mailing address:
PO Box 1804, Beaufort, SC 29901

- Beaufort Construction of SC, LLC

We employ 15 +/- employees currently from office staff (Bookkeeper and Office Manager, Project Managers, Superintendents, Skilled Carpenters, and Labors). Our office is located at 1840 Ribaut Road, Port Royal, SC 29935. William M. Miley, Jr., the President of the company, will be the Project Manager on this project and Paul Webb, the Vice President of the company, will be the Project Superintendent. We don't intend on losing any key personnel since the owners of the company will be running this project.

We have an extensive network of subcontractors that help pick up the slack when in- house resources are not available.

P.O. Box 1804, Beaufort, SC 29901
Ph: 843-521-9766 Fax : 843-521-9438
www.beaufortconstruction.net



- **Completed Work**

- 1-City of Hardeeville Juju Hutson Park Ph2. 2025
- 2-MC Riley Pool Enclosure & Climate Control 2025
- 3-NOVANT Health ,11Robert Smalls Prkwy.2025
- 4-Port Royal Branch Library Renovation 2024
- 5-Town Of Bluffton Oyster Factory Park.2024
- 6-Technical College of Lowcountry Building 8, 2and 6 Reno 2024.
- 7- Port Royal Sound Foundation Snowball Pavilion 2023.
- 8-New River Amenities Center 2023.
- 9-TK properties Exterior Renovation 2023
- 10- PEMB @ 14 John Gault Rd. 2023.
- 11- MUSC May River Primary Care 2023.

4. Project References

- 1- Beaufort County. Voter Registration Building Addition (Mark Sutton) 843-255-2695
- 2-Beaufort County. Port Royal Library Branch Renovation (Amanda Dickman, Director)843-255-6547
- 3-Tabby Place Event Center (Courtney Worrell) 843-521-9000.
- 4- Town Of Bluffton Oyster Factory Park (Charles Savino) 843-540-9848.

5. Executiv summary

Beaufort Construction should be chosen for this project because we are already on site and Familiar with existing conditions , we also do not have to remobilize and can start Phase II work as final parts of Phase I are being completed.

6. An Affirmative Statement

Beaufort Construction has read and understands the scope of work. We agreed with the General Terms and Conditions.

We plan to do rough grading the underground utility layout, install waterlines and underground electrical conduits then proceed with concrete , playground equipment and Landscaping.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kingham Insurance Agency of Beaufort 910 Carteret Street P.O. Box 1088 Beaufort SC 29901		CONTACT NAME: Kristeener Jones, AINS PHONE (A/C, No, Ext): (843) 521-4000 E-MAIL ADDRESS: kjones@insurancebeaufort.com FAX (A/C, No): (843) 521-4004	
INSURED BEAUFORT CONSTRUCTION OF SC, LLC PO BOX 1804 BEAUFORT SC 29901-1804		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Way Ins Co INSURER B: Builders Premier Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26301 13036	

COVERAGES **CERTIFICATE NUMBER:** CL24111528676 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		S 2406573	12/03/2024	12/03/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	☒ AUTOMOBILE LIABILITY	Y		S 2406573	12/03/2024	12/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR			S 2406573	12/03/2024	12/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
	☐ DED ☒ RETENTION \$ Zero						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	PWC1014901	12/03/2024	12/03/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Beaufort, its officers, officials, employees and agents are included as an additional insured on the general liability and automobile liability policies per written contract. Waiver of subrogation in favor of the City of Beaufort and others required on the workers compensation policy applies per written contract.

Crime fidelity coverage: \$25,000 employee theft blanket with a \$500 deductible applies

Money and securities inside the premises \$25,000 with \$500 deductible

Outside the premises \$25,000 with \$500 deductible

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristeener Jones

Beaufort Construction of SC, LLC
Ethics In Public Contracting Form
For
Washington Street Park Phase II
RFP No. 2026-104
October 1st,2025

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF South Carolina)

COUNTY OF Beaufort)

William M. Miley Jr., being first duly sworn, deposes and says that:

1. He/She is President (title) for/of Beaufort Construction of SC, LLC (company/business), the Bidder that has submitted the attached Statement of Bids;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Statement of Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any Bidder, suppliers, manufacturer, or company in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

10/1/2025

DATE

Beaufort Construction of SC, LLC

COMPANY/BUSINESS

BY: [Signature]

SIGNATURE

William M. Miley Jr.

PRINTED NAME

SWORN to before me this 1st
day of October, 2025

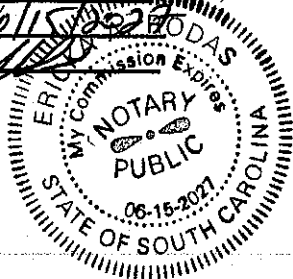
ITS: President

TITLE

Notary Public for South Carolina (state)

My commission expires: 6/15/2027

By: [Signature]
(signature)



Beaufort Construction of SC, LLC
Non-Collusion Affidavit Form
For
Washington Street Park Phase II
RFP No. 2026-104
October 1st, 2025

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF South Carolina

COUNTY OF Beaufort

William M. Miley Jr., being first duly sworn, deposes and says that:

1. He/She is President of Beaufort Construction of SC, LLC, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, company or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, company or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any other Bid, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Beaufort, SC or any person interested in the proposed contract.

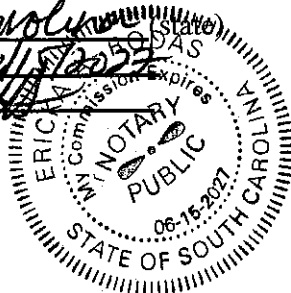
[Signature]
(signed)
President.
(title)

SWORN to before me this 25th
day of October, 2025.

Notary Public for South Carolina (State)

My commission expires 6/15/2027

By: [Signature]
(signature)



Beaufort Construction of SC, LLC
Minority Enterprise Form
For
Washington Street Park Phase II
RFP No. 2026-104
October 1st, 2025

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
Is this a small business? Yes XX	A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)
Is this a woman-owned business? Yes XX	A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.
Is this a minority-owned business? Yes XX If Yes, please indicate minority group: ___ Asian American ___ Black American ___ Hispanic American ___ Native American	A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.
Is this a disabled-owned business? Yes XX	A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.
Is this a veteran-owned business? Yes XX	A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.
Is this a disabled veteran-owned business? Yes XX	A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.
Are the individuals who own, control and operate this business U.S. citizens? Yes No	
Is this business a non-profit organization? Yes XX	
Is this business incorporated? Yes No	

Beaufort Construction of SC, LLC
Non-Resident Taxpayer Affidavit Form
For
Washington Street Park Phase II
RFP No. 2026-104
October 1st, 2025

NOT APPLICABLE

1350



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING**

I-312
(Rev. 4/18/24)
3323

dor.sc.gov

Mail to: The company or individual you are contracting with.
The undersigned nonresident taxpayer hereby certifies as follows:

Legal business name: _____ FEIN: _____

Trade name if applicable (doing business as): _____

Mailing address: _____

City: _____ State: _____ ZIP: _____

Check and complete one:

☐ Hiring or contracting with:

Name: _____

Mailing address: _____

City: _____ State: _____ ZIP: _____

☐ Receiving rentals or royalties from:

Name: _____

Mailing address: _____

City: _____ State: _____ ZIP: _____

I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

☐ The South Carolina Secretary of State (SCSOS) or

☐ The South Carolina Department of Revenue (SCDOR):

Date of registration: _____

I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the SCDOR and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

I understand the SCDOR may revoke the withholding exemption granted under SC Code Section 12-8-550 (temporarily doing business or professional services in South Carolina) or SC Code Section 12-8-540 (rentals) at any time it determines that the above named nonresident taxpayer is not cooperating with the SCDOR in the determination of its correct South Carolina tax liability.

I hereby certify that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct, and complete. I understand that under SC Code Section 12-54-44 (B)(6)(a), I can be fined and/or imprisoned for furnishing a false statement.

Signature of nonresident taxpayer (owner/partner/corporate officer when relevant)

Date

Print name

If corporate officer, state title

33231044

Beaufort Construction of SC, LLC

IFB Signature Page Form

For

Washington Street Park Phase II

RFP No. 2026-104

October 1st, 2025

**CITY OF BEAUFORT
SOUTH CAROLINA
IFB SIGNATURE PAGE
IFB 2026-104**

PROPOSER'S NAME: Beaufort Construction of SC, LLC

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Proposer**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

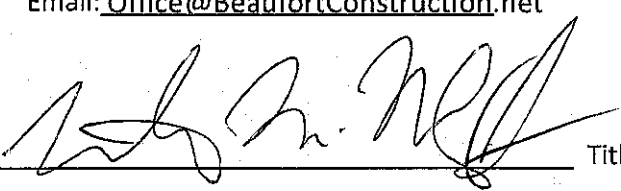
This offer is genuine and not made in interest of or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Proposer** has not directly induced or solicited any other **Proposer** to submit false or sham bid; **Proposer** has not solicited or sought by collusion to obtain for itself any advantage over any other **Proposer** or other **Owner**.

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Company" are used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.

Proposer has examined copies of all documents and of the following addenda (if applicable):

Addendum No.	Date	
<u>#1- 9/15/2025</u>	<u>#4- 9/19/2025</u>	<u>#7- 9/24/2025</u>
<u>#2- 9/15/2025</u>	<u>#5- 9/19/2025</u>	<u>#8- 9/24/2025</u>
<u>#3- 9/17/2025</u>	<u>#6- 9/19/2025</u>	<u>#9- 9/26/2025</u>

Address: Post Office Box: 1804/Beaufort Zip: 29901
Street: 1840 Ribaut Road Zip: 29935
City: Port Royal State: South Carolina
Telephone: 843-521-9766 Fax: N/A
Email: Office@BeaufortConstruction.net

*Signature:  Title: President

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.

Printed Name: William M. Miley Jr. Date: 10-1-25

Beaufort Construction of SC, LLC

Price Summary Form

For

Washington Street Park Phase II

RFP No. 2026-104

October 1st, 2025

Washington Street Park - Phase 2

DAVIS & FLOYD
PLAN | DESIGN | ENGINEER

Bid Form

Date: October 01, 2025

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
A	Civil Site				
A1.00	Mobilization				
A1.01	Site Mobilization	1	LS	\$ 82,000.00	\$ 82,000.00
	Site Preparation / Demolition Total				\$ 82,000.00
A2.00	Site				
A2.01	Heavy Duty Concrete Sidewalk Fiber Reinforced (6-Inch Thick)	975	SF	\$ 18.09	\$ 17,637.75
A2.02	Pervious Concrete Sidewalks	3,800	SF	\$ 22.12	\$ 84,056.00
A2.03	Impervious Concrete Pads (6-Inch Thick)	1,150	SF	\$ 9.50	\$ 10,925.00
A2.04	Fence Replacement & Single Swing Gate Relocation (Washington St.)	1	EA	\$ 1,200.00	\$ 1,200.00
A2.05	4' Aluminum Fence Section Replacement on Newcastle St.	1	EA	\$ 500.00	\$ 500.00
	Site Total				\$ 114,318.75
A3.00	Site Amenities & Playground				
A3.01	Benches Installed (8')	4	EA	\$ 2,230.00	\$ 8,920.00
A3.02	Benches Installed (6')	11	EA	\$ 1,678.00	\$ 18,458.00
A3.03	Trash Receptacle	6	EA	\$ 2,085.00	\$ 12,510.00
A3.04	Planter with Trellis Panel (7'x4')	4	EA	\$ 6,175.00	\$ 24,700.00
A3.05	Drinking Fountain with Bottle Filler and Pet Fountain w/Underdrain	1	EA	\$ 7,200.00	\$ 7,200.00
A3.06	Drinking Fountain with Bottle Filler w/Underdrain	1	EA	\$ 6,226.00	\$ 6,226.00
A3.07	Toddler Swing Set	1	LS	\$ 15,400.00	\$ 15,400.00
A3.08	Pet Waste Station	1	EA	\$ 500.00	\$ 500.00
A3.09	Bike Rack	1	EA	\$ 1,000.00	\$ 1,000.00
A3.10	Playground Border - 60 LF	1	LS	\$ 4,200.00	\$ 4,200.00
A3.11	Wood Chip Mulch (9" depth)	50	CY	\$ 106.00	\$ 5,300.00
A3.12	Small Mural Walls at Entrance	2	EA	\$ 5,200.00	\$ 10,400.00
A3.13	Large Mural Wall	1	EA	\$ 12,000.00	\$ 12,000.00
	Site Amenities & Playground Total				\$ 126,814.00
A4.00	Utilities - Water				
A4.01	1" Water Service with Associated Fittings Including Backflow	490	LF	\$ 8.00	\$ 3,920.00
	Utilities - Water				\$ 3,920.00
A5.00	Earthwork & Grading				
A5.01	Fine Grading	6,817	SY	\$ 0.88	\$ 5,998.96
A5.02	Play Mounds (Assumes 1' Contour Interval Heights)	42	CY	\$ 90.52	\$ 3,801.84
	Earthwork & Grading Total				\$ 9,800.80

Washington Street Park - Phase 2

DAVIS & FLOYD
PLAN | DESIGN | ENGINEER

Bid Form

Date: October 01, 2025

A6.00	Erosion Control				
A6.01	Silt Fence	1,140	LF	\$ 1.20	\$ 1,368.00
A6.02	Tree Protection	525	LF	\$ 1.20	\$ 630.00
A6.03	Inlet Protection Type D	1	EA	\$ 120.00	\$ 120.00
A6.04	Construction Entrance	1	EA	\$ 275.00	\$ 275.00
A6.05	Portable Toilet	1	EA	\$ 500.00	\$ 500.00
A6.06	Concrete Washout	1	EA	\$ 275.00	\$ 275.00
A6.07	Erosion Control Maintenance	1	LS	\$ 4,000.00	\$ 4,000.00
Erosion Control Total					\$ 7,168.00
Subtotal A	Civil Site			Subtotal A	\$ 344,021.55
B	Electrical Conduit				
B1.00	Site Electrical				
B1.01	2" SCH 80 Electrical Conduit	550	LF	\$ 10.40	\$ 5,720.00
B1.02	12" x 18" x 10" Hand Hole Enclosure (ANSI Tier 8 Rating)	4	EA	\$ 500.00	\$ 2,000.00
Site Electrical Total					\$ 7,720.00
Subtotal B	Electrical Conduit			Subtotal B	\$ 7,720.00
C	Landscape				
C1.00	Landscaping				
C1.01	Canopy Tree	9	EA	\$ 710.00	\$ 6,390.00
C1.02	Understory Tree	4	EA	\$ 375.00	\$ 1,500.00
C1.03	Screening Shrub	13	EA	\$ 615.00	\$ 7,995.00
C1.04	Shrub	169	EA	\$ 60.00	\$ 10,140.00
C1.05	Grasses	81	EA	\$ 35.00	\$ 2,835.00
C1.06	Perennials	210	SF	\$ 24.00	\$ 5,040.00
C1.07	Mulch (3" depth)	80	CY	\$ 90.00	\$ 7,200.00
C1.08	Sod	18,000	SF	\$ 1.12	\$ 20,160.00
C1.09	Add Top Soil (2" cover) / Remove Existing 2" surface material - plant beds & sod areas	150	CY	\$ 106.00	\$ 15,900.00
C1.10	Irrigation	1	LS	\$ 30,000.00	\$ 30,000.00
Landscaping Total					\$ 107,160.00
Subtotal C	Landscape			Subtotal C	\$ 107,160.00
A	Civil Site Total				\$ 344,021.55
B	Site Electrical Total				\$ 7,720.00
C	Landscaping Total				\$ 107,160.00
Total Bid (Items A-C)				Total	\$ 458,901.55

Beaufort Construction of SC, LLC

Bonding Letter

For

Washington Street Park Phase II

RFP No. 2026-104

October 1st, 2025

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Beaufort Construction of SC, LLC
PO Box 1804
Beaufort, SC 29901

OWNER:

(Name, legal status and address)

City of Beaufort
1911 Boundary Street
Beaufort, SC 29902

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 N. Franklin Street
Chicago, IL 60606
Mailing Address for Notices
same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

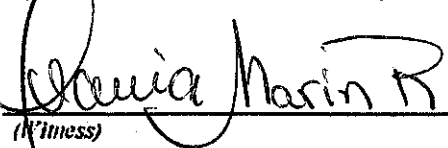
Washington Street Park - Phase 2

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of October 2025


(Witness)

Beaufort Construction of SC, LLC

(Principal)

(Seal)

By:

(Title)

Western Surety Company

(Surety)

(Seal)

By:

(Title) Jennifer C. Hoehn, Attorney-in-Fact


(Witness) Angela D. Ramsey



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Jennifer C. Hoehn, Individually of Charlotte, NC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Beaufort Construction of SC, LLC
Obligee: City of Beaufort

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of October, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Beaufort Construction of SC, LLC
Supplemental Documents
For
Washington Street Park Phase II
RFP No. 2026-104
October 1st, 2025

**POST IN A
CONSPICUOUS
PLACE**

City of Beaufort Business License

License Number
**16573
2025**



BEAUFORT CONSTRUCTION OF SC, LLC
PO BOX 1804
BEAUFORT, SC 29901

This License Expires:
04/30/2026

**This License May be Revoked at
Any time by the City Council**

Date Issued: **02/26/2025**

Account Number: **268**

Business Name: **BEAUFORT CONSTRUCTION OF SC, LLC**

Business Location: **1840 RIBAUT
PORT ROYAL, SC 29935**

Classification: **CONSTRUCTION**


Authorizing Official

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION

CCB 1084904

CONTRACTOR'S LICENSING BOARD

LICENSE#: CLG.122434

LICENSE#: CLG.122434

BEAUFORT CONSTRUCTION OF SC LLC

1840 RIBAUT RD
PORT ROYAL SC 29935-1946

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

GENERAL CONTRACTOR

for each Classification and Group Limitation listed below:

Building-BD5

(If this license has "Limited Building-LB" classification, work is limited to 3 stories in height)

LICENSE NUMBER:CLG.122434

Initial License Date:.....10/04/2019

EXPIRATION DATE:.....10/31/2026

Group Limitations Per Job (I.e. BD2 = Group 2):

Group #1 - \$100,000 Group #3 - \$1,000,000

Group #2 - \$400,000 Group #4 - \$3,000,000

Group #5 - \$Unlimited

Qualifying Party(s): WILLIAM MARTIN MILEY

W. Martin Miley
Board Executive

*** It is at the discretion of this licensee to designate any employee of their company to pull permits and conduct business in their behalf. ***



WILLIAM M. MILEY, JR.

President

Experience: 37 years

Years with Beaufort Construction: 29 years

Project Assignment/Role Description:

As President, responsibilities include project estimating, negotiating and bidding. Provides in-house design service, if needed. Administers contracts with owners and subcontractors, schedules, order materials, reviews shop drawings and submittals, leads project meetings and manages superintendents. Is also a metal building specialist, with design/build experience working closely with the Architect and Engineers to design the most cost efficient design to build. Work with permitting agencies to ensure compliance with all related building codes.

Location: Beaufort, SC

Education: Architectural Engineering Degree, 1992

Project Experience:

Beaufort County Airplane Hangers, Hilton Head Airport	Design/Build 52,000 SF hanger facilities
BB&T Headquarters, Beaufort	14,000 SF bank/office facility
The Shoppes at Hamilton Village, Beaufort	Design/Build 12,840 SF retail facility
SCE&G Line Crew Headquarters, Bluffton	14,000 SF facility
Dr. Nivens Medical Office, Bluffton	Design/Build 5,600 SF dental office
Upper Crust Restaurant, Lady's Island	Design/Build 2,100 SF restaurant upfit
Fuji's Restaurant, Lady's Island	Design/Build 1,700 SF restaurant upfit
Department of Social Services, Hampton	10,000 SF addition & 4,000 SF renovation
XRD, Inc., Beaufort	Design/build 10,000 SF office/manufacturing facility
Plaza Stadium Theater, Beaufort	Renovation of existing theater
Holy Family Catholic Church, Hilton Head	10,000 SF renovation to parish hall
Estill Library	3500 SF Addition to a 2000 SF Existing Building
Walterboro Science Building	2000 SF Renovation of a Classroom, Bathroom & Offices
Tabby Place	10000 SF Renovation to the Old Piggly Wiggly Bldg, on Port Republic Street, Beaufort SC.

Low Country Leadership Charter School

8000 SF Design Build Addition of Classrooms and cafeteria,
Hollywood SC.

Port Royal Oral Surgery

8000 SF Renovation of an existing building into a surgery
Center.

Holy Family Catholic Church Sanc. Reno.
Ridgeland DHEC

20,000 SF Renovation of an existing Church Sanctuary
6,000 SF Addition to the Mary Gordon Ellis Building in
Ridgeland Sc to house DHEC services

Rose Hill Clubhouse

10,000 SF mixed use facility

Sea Island Presbyterian Sanctuary Renovation

15,000 SF renovation



LEITH PAUL WEBB

Vice President

Experience: 17 years

Years with Beaufort Construction: 17 years

Project Assignment/Role Description:

Supervise on-site workforce and subcontractors. His people's skills and knowledge of construction techniques have gained much respect among the construction community. Handle quality control and compliance with safety, codes, plans and specifications. Supervise operation and maintenance of heavy equipment. His best asset is the ability to get a project finished on time.

Location: Beaufort, SC

Education: University of South Carolina, Columbia, SC
Moore School of Business.

Project Experience:

SCE&G - Southern District Expansion, Beaufort
Seaside Farms Annex, St. Helena Island
Lowcountry National Bank, Port Royal
Port Royal Police Department, Beaufort Hilton
Head Library Renovation, Hilton Head Port Royal
Oral Surgery, Port Royal
DHEC Mary Gordon Ellis Bldg., Ridgeland TCL
Industrial Lab, Beaufort
PRSF Maritime Center, Lemon Island Low
Country Leadership Charter School

22,000 SF mixed use building
10,500 SF ripening facility
8,000 SF branch bank
7,300 SF renovation & addition
2,300 SF renovation
2,200 SF renovation
6,000 SF addition
2,000 SF renovation
4,500 SF renovation
8,000 SF addition

Tabby Place	10,000 SF renovation of event space
Rose Hill Clubhouse	10,000 SF clubhouse
Clarendon Farms Kennels	10,000 SF Kennel & offices
City Electric	5,000 SF new office/retail/warehouse
Wayback Burger, Beaufort & Hinesville, GA	New - 2,500 and 3,500 SF respectively
Starbucks, Beaufort Town Center	New - 2,500 SF
Holy Family Catholic Church Renovations	20,000 SF renovations
Port Royal Sound Foundation- Weezie Educational Pavillion	10,000 SF New Construction
Beaufort County Voters Registration	3,000 SF Addition
Technical College of Lowcountry Bldg 2,6,8	3 Building Renovations
Port Royal Public Library	4,000 SF Remodel
Novant Health, MOB. 11 Robert Smalls	11,000 SF Upfit
MC Riley Enclosed Pool	Pool Area Renovation

**Beaufort Construction of SC, LLC
General Terms & Conditions Form**

**Acknowledged For
Washington Street Park Phase II
RFP No. 2026-104
October 1st, 2025**

WASHINGTON STREET PARK PHASE 2
IFB 2026-104
ADDENDUM 3
CITY OF BEAUFORT GENERAL TERMS AND CONDITIONS

This Addendum is issued by the City of Beaufort Finance Department. Except as modified by this addendum, all areas of the RFP not specifically mentioned in or affected by this addendum, shall remain unchanged.

PUBLIC RECORD

After an award is made, copies of the Bids will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 1911 Boundary Street, 2nd Floor, City Hall, Beaufort, South Carolina 29902.

PROPRIETARY INFORMATION

The Bidders are asked for any restriction on the use of data contained in their responses and understand that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Beaufort, South Carolina. All proprietary information shall be labeled as such in the Bid.

BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each Bidder which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a Bid to the City, the Bidder consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

REQUIREMENTS

The successful vendor shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

JURISDICTION

This agreement shall be governed by the laws of the State of South Carolina.

ASSIGNMENT

The successful vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

ACCEPTANCE OF BID CONTENT

Before submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the Bidder receives an award as a result of its Bid, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Bidder for additional compensation.

COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the Bidder ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that Bidder. Otherwise, negotiations with the Bidder ranked firsts shall be formally terminated and negotiations with the Bidder ranked second shall be conducted. The City reserves the right to cease contract negotiations if it is determined that the lowest responsible bidder cannot perform services specified in their response.

FORCE MAJEURE

The successful vendor shall not be held responsible for failure for the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

Awarded Company cannot enter into another professional services contract within the City of Beaufort without the express written approval from City Council. The contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the Awarded Company has entered into another professional services contract within the City of Beaufort without the express written approval from City Council.

CONFLICT OF INTEREST

In the event of failure of the successful vendor to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the successful vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

EMPLOYMENT DISCRIMINATION

During the performance of the contract, the successful vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the successful vendor. The successful vendor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a Bidder to furnish the required services, and the Bidder will furnish to the City requested information and data for this purpose. The City reserves the right to reject any Bidder if the evidence submitted by or investigation of the Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Bidder will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their Bid. Failure to do so will be at the Bidder's own risk.

INDEMNIFICATION

The successful vendor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the successful vendor's negligent performance or nonperformance of the terms of the contract.

INSURANCE

The vendor shall not commence any work in connection with the contract until the vendor has obtained all of the following types of insurance, nor shall the vendor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained.

Prior to the actual contract award vendor must supply certificates of insurance and certified copies of all policies and endorsements to the City Clerk. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor or subcontractor providing such insurance.

The vendor agrees to indemnify, defend and hold harmless the City and its authorized agents, officers, volunteers and employees against any and all claims whatsoever arising from this agreement and any cost or expenses incurred by the City or vendor on account of any claim therefore. In order to accomplish the indemnification provided for, but without limiting vendor's liability, the vendor shall secure and maintain throughout the term of the contract the following types of insurance with at least the limits shown.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful vendor.

Certificates of insurance must be included in the Bid.

- a) Commercial General Liability: The successful vendor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the successful vendor and against all claims resulting from damage to any property due to any act or omission of the successful vendor, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the successful vendor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage\$1,000,000 per occurrence

- b) Fidelity – Blanket Employee Dishonesty

The successful vendor shall maintain insurance for protection against all claims for the purpose of covering the Company, its agents or employees, in an amount not less than \$100,000 per employee.

- c) Theft, Disappearance, and Destruction Coverage

The successful vendor shall maintain insurance for protection against all claims for the purpose of protecting against loss of money and securities, inside the premises and outside the premises in the care of and custody of a messenger in an amount not less than.....\$500,000 per incident

- a) Comprehensive Automobile Liability: The successful vendor shall maintain Automobile Liability

Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the production of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage..... \$1,000,000 Combined Single Limit

- b) South Carolina Workers' Compensation Insurance: The successful vendor shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits Employers
Liability Insurance - \$500,000 - Each Accident
\$500,000 - Disease Each Employee
\$500,000 - Disease Policy Limit

- c) Professional Liability Insurance: If providing a professional service, the successful vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein per occurrence.

The successful vendor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

The successful vendor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful vendor shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this Request for Bids. It shall be an affirmative obligation upon the successful vendor to advise the City by e-mail within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should successful vendor cease to have insurance as required during any time, all work by the successful vendor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The successful vendor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Sub-consultant's Insurance: The successful vendor shall agree to cause each sub-consultant employed by the successful vendor to purchase and maintain insurance of the type specified herein, unless the successful vendor's insurance provides coverage on behalf of the sub-consultant. When requested by the City, the successful vendor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each sub-consultant.

Performance Bond and Labor/Material Bond

If required, contractor shall furnish separate Performance and Payment Bonds, each in an amount equal to 100 percent of the Contract Price, on forms included in the Contract Documents as exhibits to the Agreement. The penal sum of each such bond shall be issued by a surety company licensed to do business in South Carolina and listed by the Department of Treasury (also known as a "T" listed surety) with an "A" minimum rating in performance, as stated in the most current publication of Best's Key Rating Guide. Each bond shall be accompanied by a power of attorney, authorizing the attorney in fact to bind the surety certified, in include the date of the bond. The bond shall be dated on or after the date of the contract. The Contractor shall have a maximum of 21 days from the date of notice of intent to award to deliver the performance and payment bonds, certificates of insurance, and the contract to the Owner. Failure to deliver these documents as required shall entitle the Owner to consider the bid unresponsive and declare the bid security forfeited.

CITY BUSINESS LICENSE

The successful vendor must obtain all business license(s) required by the Beaufort City Code and ordinances. A Business License is not required to submit a bid or Bid. However, any vendor that receives an award under this RFP shall be required to obtain a City Business License before work can begin. All subcontractors that are involved in the project must obtain a City of Beaufort business license. Anyone who is not classified and paid as a W-2 employee for the successful bidder must obtain a City of Beaufort business license. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Beaufort City Business License Department at (843) 525-7025.

TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the successful vendor of a written notice of termination at least ninety (90) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion, that the successful vendor is not performing as set out in the contract. Any such termination shall be affected by the delivery to the successful vendor of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the successful vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

COMPLIANCE WITH LAWS

The successful vendor shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or City Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

RIGHTS RESERVED BY CITY

This RFP is not a tender and does not commit the City in any way to select a Bidder, or to proceed to negotiations for a Contract, or to award any Contract. The right is reserved by the City to reject any or all Bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the Bids submitted; and to award the contract based on the established criteria and according to the Bid which best serves the interest of the City.

NON-COLLUSION AFFIDAVIT

As part of the Respondent's Bid, the Bidder shall include the attached Non-Collusion Affidavit duly signed by a principal of the vendor certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all Bids shall be rejected if there is any reason for believing that collusion exists among the Bidders. The City may or may not, at its discretion, accept future Bids for the same work from participants in such collusion.

ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the Bidder shall certify in writing and include with its Bid that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer, or sub-consultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The Bidder shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Beaufort to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the successful vendor agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract. To this end, every Bidder with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

DAVIS & FLOYD

SINCE 1954

November 12, 2025

Alan Eisenman, Finance Director
City of Beaufort
Attn: Purchasing Department
1911 Boundary Street
Beaufort, SC 29902

via e-mail: aeisenman@cityofbeaufort.org

Re: Recommendation of Award – Washington Street Park Phase 2
RFP No. 2026-104

Dear Mr. Eisenman:

On October 1st, 2025, five (5) bids for the referenced project were received. The bids have been reviewed and corrected. Enclosed is a bid tabulation form showing the corrected amounts for comparison. The licensure status of each bidder was also reviewed with the City of Beaufort on October 15th, 2025. The lowest responsive, responsible, qualified bidder for the total Base Bid is Beaufort Construction of SC, LLC, PO Box 1804, Beaufort, SC 29901 with a total Base Bid in the amount of \$458,901.55.

Based upon a review of their current licensing status with the State, we feel the bidder is both qualified and competent in performing work associated with the project. Davis & Floyd hereby recommends that the project be awarded to Beaufort Construction of SC, LLC in the amount of \$458,901.55.

Please advise if you have any questions regarding this matter.

Very truly yours,
DAVIS & FLOYD, INC.



Steven R. Wall, PE
Associate | Senior Project Manager

c: Sandra Rice – srice@cityofbeaufort.org
Raul Dominguez – rdominguez@cityofbeaufort.org
Jay Phillips – jphillips@cityofbeaufort.org

1940 Algonquin Road, Suite 301 • Charleston, SC 29405

O: (843) 554-8602

WWW.DAVISFLOYD.COM

Washington Street Park - Phase 2

Engineers Cost Comparison of Bids Received (PH 2 Site -
Finish Work)

Date: October 14, 2025

*Steven R. Wall*DAVIS & FLOYD
PLAN | DESIGN | ENGINEER

				BIDDER		BIDDER		BIDDER		BIDDER		BIDDER	
				CORELY LAWN & CONSTRUCTION, LLC		BEAUFORT CONSTRUCTION OF SC		NIX CONSTRUCTION		MASHBURN CONSTRUCTION COMPANY, INC		IPW CONSTRUCTION	
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A	Civil Site												
A1.00	Mobilization												
A1.01	Site Mobilization	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 82,000.00	\$ 82,000.00	\$ 21,825.74	\$ 21,825.74	\$ 19,793.00	\$ 19,793.00	\$ 122,192.00	\$ 122,192.00
	Site Preparation / Demolition Total				\$ 6,500.00		\$ 82,000.00		\$ 21,825.74		\$ 19,793.00		\$ 122,192.00
A2.00	Site												
A2.01	Heavy Duty Concrete Sidewalk Fiber Reinforced (6-Inch Thick)	975	SF	\$ 14.03	\$ 13,679.25	\$ 18.09	\$ 17,637.75	\$ 25.75	\$ 25,106.25	\$ 34.81	\$ 33,939.75	\$ 13.75	\$ 13,406.25
A2.02	Pervious Concrete Sidewalks	3,800	SF	\$ 5.25	\$ 19,950.00	\$ 22.12	\$ 84,056.00	\$ 20.71	\$ 78,698.00	\$ 27.84	\$ 105,792.00	\$ 23.10	\$ 87,780.00
A2.03	Impervious Concrete Pads (6-Inch Thick)	1,150	SF	\$ 8.21	\$ 9,441.50	\$ 9.50	\$ 10,925.00	\$ 20.37	\$ 23,425.50	\$ 12.50	\$ 14,375.00	\$ 12.10	\$ 13,915.00
A2.04	Fence Replacement & Single Swing Gate Relocation (Washington St.)	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,902.82	\$ 2,902.82	\$ 685.50	\$ 685.50	\$ 4,125.00	\$ 4,125.00
A2.05	4' Aluminum Fence Section Replacement on Newcastle St.	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 698.42	\$ 698.42	\$ 635.50	\$ 635.50	\$ 5,500.00	\$ 5,500.00
	Site Total				\$ 47,070.75		\$ 114,318.75		\$ 130,830.99		\$ 155,427.75		\$ 124,726.25
A3.00	Site Amenities & Playground												
A3.01	Benches Installed (8')	4	EA	\$ 1,619.36	\$ 6,477.44	\$ 2,230.00	\$ 8,920.00	\$ 2,538.52	\$ 10,154.08	\$ 3,653.30	\$ 14,613.20	\$ 2,469.00	\$ 9,876.00
A3.02	Benches Installed (6')	11	EA	\$ 1,295.43	\$ 14,249.73	\$ 1,678.00	\$ 18,458.00	\$ 2,028.80	\$ 22,316.80	\$ 2,559.47	\$ 28,154.17	\$ 2,175.00	\$ 23,925.00
A3.03	Trash Receptacle	6	EA	\$ 1,604.14	\$ 9,624.84	\$ 2,085.00	\$ 12,510.00	\$ 2,412.15	\$ 14,472.90	\$ 3,219.53	\$ 19,317.18	\$ 2,545.00	\$ 15,270.00
A3.04	Planter with Trellis Panel (7'x4')	4	EA	\$ 5,422.22	\$ 21,688.88	\$ 6,175.00	\$ 24,700.00	\$ 7,600.54	\$ 30,402.16	\$ 9,501.30	\$ 38,005.20	\$ 5,782.70	\$ 23,130.80
A3.05	Drinking Fountain with Bottle Filler and Pet Fountain w/Underdrain	1	EA	\$ 4,243.52	\$ 4,243.52	\$ 7,200.00	\$ 7,200.00	\$ 5,737.16	\$ 5,737.16	\$ 10,262.18	\$ 10,262.18	\$ 7,349.00	\$ 7,349.00
A3.06	Drinking Fountain with Bottle Filler w/Underdrain	1	EA	\$ 3,296.47	\$ 3,296.47	\$ 6,228.00	\$ 6,228.00	\$ 6,749.14	\$ 6,749.14	\$ 9,592.18	\$ 9,592.18	\$ 6,699.00	\$ 6,699.00
A3.07	Toddler Swing Set	1	LS	\$ 10,149.69	\$ 10,149.69	\$ 15,400.00	\$ 15,400.00	\$ 22,054.33	\$ 22,054.33	\$ 20,567.18	\$ 20,567.18	\$ 15,583.02	\$ 15,583.02
A3.08	Pet Waste Station	1	EA	\$ 369.33	\$ 369.33	\$ 500.00	\$ 500.00	\$ 707.95	\$ 707.95	\$ 5,142.18	\$ 5,142.18	\$ 650.00	\$ 650.00
A3.09	Bike Rack	1	EA	\$ 694.90	\$ 694.90	\$ 1,000.00	\$ 1,000.00	\$ 623.63	\$ 623.63	\$ 5,417.18	\$ 5,417.18	\$ 400.00	\$ 400.00
A3.10	Playground Border - 60 LF	1	LS	\$ 2,460.00	\$ 2,460.00	\$ 4,200.00	\$ 4,200.00	\$ 2,531.79	\$ 2,531.79	\$ 7,158.78	\$ 7,158.78	\$ 3,360.00	\$ 3,360.00
A3.11	Wood Chip Mulch (9" depth)	50	CY	\$ 58.80	\$ 2,940.00	\$ 106.00	\$ 5,300.00	\$ 162.65	\$ 8,132.50	\$ 222.34	\$ 11,117.00	\$ 117.46	\$ 5,873.00
A3.12	Small Mural Walls at Entrance	2	EA	\$ 5,225.00	\$ 10,450.00	\$ 5,200.00	\$ 10,400.00	\$ 8,774.47	\$ 17,548.94	\$ 2,000.00	\$ 4,000.00	\$ 7,235.00	\$ 14,470.00
A3.13	Large Mural Wall	1	EA	\$ 7,480.00	\$ 7,480.00	\$ 12,000.00	\$ 12,000.00	\$ 21,989.06	\$ 21,989.06	\$ 12,000.00	\$ 12,000.00	\$ 13,200.00	\$ 13,200.00
	Site Amenities & Playground Total				\$ 94,124.80		\$ 126,814.00		\$ 163,420.44		\$ 185,346.43		\$ 139,785.82
A4.00	Utilities - Water												
A4.01	1" Water Service with Associated Fittings Including Backflow	490	LF	\$ 16.65	\$ 8,158.50	\$ 8.00	\$ 3,920.00	\$ 32.01	\$ 15,684.90	\$ 32.13	\$ 15,743.70	\$ 16.10	\$ 7,889.00
	Utilities - Water				\$ 8,158.50		\$ 3,920.00		\$ 15,684.90		\$ 15,743.70		\$ 7,889.00
A5.00	Earthwork & Grading												
A5.01	Fine Grading	6,817	SY	\$ 10.00	\$ 68,170.00	\$ 0.88	\$ 5,998.96	\$ 3.64	\$ 24,813.88	\$ 3.49	\$ 23,791.33	\$ 12.10	\$ 82,485.70
A5.02	Play Mounds (Assumes 1' Contour Interval Heights)	42	CY	\$ 90.00	\$ 3,780.00	\$ 90.52	\$ 3,801.84	\$ 464.23	\$ 19,497.66	\$ 169.46	\$ 7,117.32	\$ 1,450.00	\$ 60,900.00
	Earthwork & Grading Total				\$ 71,950.00		\$ 9,800.80		\$ 44,311.54		\$ 30,908.65		\$ 143,385.70

Washington Street Park - Phase 2

Engineers Cost Comparison of Bids Received (PH 2 Site -
Finish Work)DAVIS & FLOYD
PLAN | DESIGN | ENGINEER

Date: October 14, 2025

A6.00	Erosion Control												
A6.01	Silt Fence	1,140	LF	\$ 6.50	\$ 7,410.00	\$ 1.20	\$ 1,368.00	\$ 4.37	\$ 4,981.80	\$ 6.01	\$ 6,851.40	\$ 7.70	\$ 8,778.00
A6.02	Tree Protection	525	LF	\$ 3.00	\$ 1,575.00	\$ 1.20	\$ 630.00	\$ 29.10	\$ 15,277.50	\$ 10.86	\$ 5,701.50	\$ 7.70	\$ 4,042.50
A6.03	Inlet Protection Type D	1	EA	\$ 250.00	\$ 250.00	\$ 120.00	\$ 120.00	\$ 873.03	\$ 873.03	\$ 2,637.44	\$ 2,637.44	\$ 715.00	\$ 715.00
A6.04	Construction Entrance	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 275.00	\$ 275.00	\$ 6,984.24	\$ 6,984.24	\$ 7,787.44	\$ 7,787.44	\$ 7,150.00	\$ 7,150.00
A6.05	Portable Toilet	1	EA	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 2,619.09	\$ 2,619.09	\$ 2,987.44	\$ 2,987.44	\$ 1,250.00	\$ 1,250.00
A6.06	Concrete Washout	1	EA	\$ 500.00	\$ 500.00	\$ 275.00	\$ 275.00	\$ 3,637.62	\$ 3,637.62	\$ 5,787.44	\$ 5,787.44	\$ 1,375.00	\$ 1,375.00
A6.07	Erosion Control Maintenance	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,637.62	\$ 3,637.62	\$ 4,287.44	\$ 4,287.44	\$ 6,050.00	\$ 6,050.00
Erosion Control Total				\$ 21,485.00		\$ 7,168.00		\$ 38,010.90		\$ 36,040.10		\$ 29,360.50	
Subtotal A Civil Site				\$ 249,289.05		\$ 344,021.55		\$ 414,084.51		\$ 443,259.63		\$ 567,339.27	
B	Electrical Conduit												
B1.00	Site Electrical												
B1.01	2" SCH 80 Electrical Conduit	550	LF	\$ 32.00	\$ 17,600.00	\$ 10.40	\$ 5,720.00	\$ 33.47	\$ 18,408.50	\$ 33.58	\$ 18,469.00	\$ 11.00	\$ 6,050.00
B1.02	12" x 18" x 10" Hand Hole Enclosure (ANSI Tier 8 Rating)	4	EA	\$ 650.00	\$ 2,600.00	\$ 500.00	\$ 2,000.00	\$ 1,091.29	\$ 4,365.16	\$ 333.24	\$ 1,332.96	\$ 850.00	\$ 3,400.00
Site Electrical Total				\$ 20,200.00		\$ 7,720.00		\$ 22,773.66		\$ 19,801.96		\$ 9,450.00	
Subtotal B Electrical Conduit				\$ 20,200.00		\$ 7,720.00		\$ 22,773.66		\$ 19,801.96		\$ 9,450.00	
C	Landscape												
C1.00	Landscaping												
C1.01	Canopy Tree	9	EA	\$ 682.50	\$ 6,142.50	\$ 710.00	\$ 6,390.00	\$ 861.75	\$ 7,755.75	\$ 982.69	\$ 8,844.21	\$ 632.50	\$ 5,692.50
C1.02	Understory Tree	4	EA	\$ 682.50	\$ 2,730.00	\$ 375.00	\$ 1,500.00	\$ 974.16	\$ 3,896.64	\$ 1,418.05	\$ 5,672.20	\$ 715.00	\$ 2,860.00
C1.03	Screening Shrub	13	EA	\$ 682.50	\$ 8,872.50	\$ 615.00	\$ 7,995.00	\$ 701.15	\$ 9,114.95	\$ 452.55	\$ 5,883.15	\$ 514.62	\$ 6,690.06
C1.04	Shrub	169	EA	\$ 63.00	\$ 10,647.00	\$ 60.00	\$ 10,140.00	\$ 48.35	\$ 8,171.15	\$ 109.57	\$ 18,517.33	\$ 35.48	\$ 5,996.12
C1.05	Grasses	81	EA	\$ 63.00	\$ 5,103.00	\$ 35.00	\$ 2,835.00	\$ 34.75	\$ 2,814.75	\$ 124.00	\$ 10,044.00	\$ 25.51	\$ 2,066.31
C1.06	Perennials	210	SF	\$ 23.62	\$ 4,960.20	\$ 24.00	\$ 5,040.00	\$ 43.56	\$ 9,147.60	\$ 33.18	\$ 6,967.80	\$ 37.10	\$ 7,791.00
C1.07	Mulch (3" depth)	80	CY	\$ 147.00	\$ 11,760.00	\$ 90.00	\$ 7,200.00	\$ 121.86	\$ 9,748.80	\$ 158.15	\$ 12,652.00	\$ 89.44	\$ 7,155.20
C1.08	Sod	18,000	SF	\$ 3.50	\$ 63,000.00	\$ 1.12	\$ 20,160.00	\$ 2.08	\$ 37,440.00	\$ 1.70	\$ 30,600.00	\$ 1.53	\$ 27,540.00
C1.09	Add Top Soil (2" cover) / Remove Existing 2" surface material - plant beds & sod areas	150	CY	\$ 74.66	\$ 11,199.00	\$ 106.00	\$ 15,900.00	\$ 130.26	\$ 19,539.00	\$ 64.45	\$ 9,667.50	\$ 95.60	\$ 14,340.00
C1.10	Irrigation	1	LS	\$ 23,100.00	\$ 23,100.00	\$ 30,000.00	\$ 30,000.00	\$ 26,944.14	\$ 26,944.14	\$ 30,667.20	\$ 30,667.20	\$ 19,776.16	\$ 19,776.16
Landscaping Total				\$ 147,514.20		\$ 107,160.00		\$ 134,572.78		\$ 139,515.39		\$ 99,907.35	
Subtotal C Landscape				\$ 147,514.20		\$ 107,160.00		\$ 134,572.78		\$ 139,515.39		\$ 99,907.35	
A	Civil Site Total			\$ 249,289.05		\$ 344,021.55		\$ 414,084.51		\$ 443,259.63		\$ 567,339.27	
B	Site Electrical Total			\$ 20,200.00		\$ 7,720.00		\$ 22,773.66		\$ 19,801.96		\$ 9,450.00	
C	Landscaping Total			\$ 147,514.20		\$ 107,160.00		\$ 134,572.78		\$ 139,515.39		\$ 99,907.35	
Total Base Bid (Items A-C)				\$ 417,003.25		\$ 458,901.55		\$ 571,430.95		\$ 602,576.98		\$ 676,696.62	
NOTE: ITEMS HIGHLIGHTED IN RED HAVE BEEN CORRECTED				CORELY LAWN & CONSTRUCTION, LLC	BEAUFORT CONSTRUCTION OF SC	NIX CONSTRUCTION	MASHBURN CONSTRUCTION COMPANY, INC	IPW CONSTRUCTION					



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/12/2025
From: Scott Marshall, City Manager
Item Name: An Ordinance to amend Chapter 3 of Part 6 and Chapter 2 of Part 3 of the City of Beaufort, South Carolina's Code of Ordinances to make the release of balloons within the City of Beaufort unlawful - First Reading
Meeting Date: November 18, 2025
Department: City Managers Office

Background Information:

Introduction:

The ordinance presented for consideration prohibits the release of balloons anywhere within the city limits. Current language in the City's Code of Ordinance only speaks to disallowing the release of balloons on city-owned property.

Background:

Councilman Scallate was approached by Jenn Clementoni, Executive Director of the Carolina Bight Birding Center, regarding the possibility of strengthening the city's Code of Ordinances restrictions on the release of balloons. The ordinance presented for consideration strikes the current language pertaining to balloons in Section 3-2001(h) and adds Section 6-3005.

Draft language for Section 6-3005 is taken from legislation introduced in the South Carolina General Assembly, specifically H 3047 which was referred to House Committee on Judiciary in January 2025 with no further action taken.

Attached is an informative presentation provided by Ms. Clementoni, titled "Balloons Don't Go To Heaven."

Legal Authority:

South Carolina Home Rule Act – S.C. Code Ann. § 5-7-30

Staff Recommendation:

The approval of this ordinance would be in direct support of the City's Strategic Focus Area of

Managing Growth and Protecting Natural Resources.

Recommended Motion Language:

"I move to approve the Ordinance to Amend Chapter 3 of Part 6 and Chapter 2 of Part 3 of the City of Beaufort, South Carolina's Code of Ordinances to Make the Release of Balloons Within the City of Beaufort Unlawful, as presented."

Placed on Agenda For:

Action

Attachments:

1. 1412.0173 Balloon Release Ordinance[95]
2. Redline Chapter 6
3. Sec 3-2001 Redlined Version
4. BALLOONS DONT GO TO HEAVEN BAN PRESENTATION
FINAL_5480840763291679420

Ordinance No. 2025-_____

**AN ORDINANCE TO AMEND CHAPTER 3 OF PART 6 AND CHAPTER 2 OF PART 3 OF
THE CITY OF BEAUFORT, SOUTH CAROLINA’S CODE OF ORDINANCES TO MAKE
THE RELEASE OF BALLOONS WITHIN THE CITY OF BEAUFORT UNLAWFUL**

WHEREAS, Balloons which are released within the City of Beaufort, South Carolina (hereinafter “City”) return to the earth as litter; and

WHEREAS, The City Council of Beaufort, South Carolina (hereinafter “Council”) finds that such litter has a detrimental effect on the health of the communities and environment of the City; and

WHEREAS, current City ordinances and policies do not address litter created as a result of the release of balloons, except with regard to the release of balloons on public property as prohibited in Section 3-2001(h); and

WHEREAS, the City Council wishes to create Section 6-3005. – Unlawful release of balloons, to be included in Part 6, Chapter 3 of the City’s Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority thereof, that the City of Beaufort Code of Ordinances be amended by:

1. Adding Sec. 6-3005. – Unlawful to release balloons.

- (a) It is unlawful for a person to intentionally release, organize the release of, or intentionally cause to be released balloons inflated with a gas that is lighter than air with the following exceptions:
 - (1) balloons released by a person on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes;
 - (2) hot air balloons recovered after launching; or
 - (3) balloons released indoors.
- (b) Any person violating the provisions of this chapter shall be guilty of a misdemeanor, shall be prosecuted according to the procedures established under section 1-3048 for misdemeanors, and upon conviction, shall be fined as determined by the court for each offense.
- (c) For purposes of this section, "person" means an individual, group of individuals, firm, corporation, or other organization;

2. Striking Sec. 3-2001(h).

DONE, RATIFIED AND ENACTED this ____ day of _____, 2025.

This Ordinance was read and passed at first reading on _____, 2025.

Philip Cromer, Mayor
City of Beaufort, South Carolina

Attest:

Traci Guldner, City Clerk
City of Beaufort, South Carolina

Reviewed as to form by Benjamin T. Coppage, City Attorney, on _____, 2025.

This Ordinance was passed at second reading held on _____, 2025.

Philip Cromer, Mayor
City of Beaufort, South Carolina

Attest:

Traci Guldner, City Clerk
City of Beaufort, South Carolina

CHAPTER 3. LITTER AND TRASH

Sec. 6-3001. Duty of owner or occupant of premises.

No person, firm or corporation owning or occupying any property within the city shall permit the accumulation of trash or waste material upon any property. Any trash or waste material accumulating upon any premises in the town in violation of any of the provisions of this section is hereby declared to be a nuisance and detrimental to the health, safety, cleanliness and comfort of the inhabitants of the city.

Sec. 6-3002. Reserved.

Editor's note(s)—Ord. No. O-5-19, § 5, adopted June 11, 2019, repealed § 6-3002, which pertained to littering prohibited and derived from 1962 Code, Sec. 24-28.

Sec. 6-3003. Litter from vehicles.

It shall be unlawful for any person to drive and operate upon the public streets of the city, any truck, trailer or wagon which has been recently used for the purpose of hauling pine logs, hay, straw, paper or other like material which tends to litter the streets and upon which there remains any bark, straw, hay, paper, resulting from the hauling until the vehicle has been thoroughly cleaned of trash or litter and rendered reasonably free therefrom, the trash or litter is covered or otherwise prevented from falling from the vehicle.

Sec. 6-3004. Litter from construction.

- (a) It shall be unlawful for any person to permit building rubbish or trash materials upon any property within the city to leave a construction site by wind, rain, or other means that create litter. Any building rubbish or trash materials leaving a construction site and creating litter within the city is hereby declared to be a nuisance and detrimental to the health, safety, cleanliness and comfort of the inhabitants of the city and can result in a stop work order at the determination of the building official or code enforcement.
- (b) The following building materials are subject to conditions to prevent building rubbish from leaving a construction site by wind, rain, or other means that create litter:
 - (1) Exterior Insulation and Finishing Systems (EIFS) or other expanded-polystyrene (EPS) construction practices. Any project that involves Exterior Insulation and Finishing Systems (EIFS) or otherwise utilizes expanded polystyrene (EPS, a.k.a. "Styrofoam") in any element of construction shall follow these specifications. If EPS materials are to be rasped, sanded, sawed, planed or otherwise worked in a way that produces particulates or loose debris of any size, all the following measures shall be implemented:
 - a. Any rasping equipment shall be equipped with a vacuum.
 - b. The area around the activity shall be shielded on all sides, from six (6) feet above the area being worked to ground level with construction netting to capture any loose debris.
 - c. At least one (1) vacuum in addition to any vacuum rasps shall be on site with someone assigned to use it to immediately clean up any EPS debris that is not captured by the vacuum rasps.

-
- d. The contents of all vacuum equipment shall be emptied into sealable, disposable bags before being disposed of in any open containers to prevent wind dispersal of debris after it has been disposed of in open top dumpsters or other containers.
 - e. EPS debris or scrap too large to be vacuumed shall be disposed of immediately in sealed bags or enclosed containers to prevent it from being broken into smaller pieces and dispersed off-site.
 - f. Any activities not in compliance with these specifications will be stopped until the specifications of this section are satisfied. Any EPS debris on the construction site or escaping the construction site, regardless of the implementation of these specifications, will be the responsibility of the contractor to clean up immediately and completely.
 - g. Exemptions: When properly managed indoors so that debris is not loose outdoors, EPS materials are exempt from the prohibitions established by this section.

(Ord. No. O-11-21, § 2, 6-8-21)

Sec. 6-3005. – Unlawful to release balloons.

- (a) It is unlawful for a person to intentionally release, organize the release of, or intentionally cause to be released balloons inflated with a gas that is lighter than air with the following exceptions:
 - (1) balloons released by a person on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes;
 - (2) hot air balloons recovered after launching; or
 - (3) balloons released indoors.
- (b) Any person violating the provisions of this chapter shall be guilty of a misdemeanor, shall be prosecuted according to the procedures established under section 1-3048 for misdemeanors, and upon conviction, shall be fined as determined by the court for each offense.
- (c) For purposes of this section, "person" means an individual, group of individuals, firm, corporation, or other organization.

Sec. 3-2001. Prohibited and regulated acts in all city parks.

- (a) It shall be unlawful for any person to pick, cut, uproot, dig up, break, remove or in any way injure, damage or destroy any plant, shrub, grass, flower, or tree growing within the limits of any public park of the city.
- (b) It shall be unlawful for any person to pasture, graze, under any condition, any cows, mules, horses, sheep, goats, hogs or cattle of any kind within the limits of any public park of the city or to allow of the aforesaid animals to wander through or stray into a park or parks at any time whatsoever.
- (c) It shall be unlawful for any person to damage, injure or deface any building, bench, fence or other structure within any park.
- (d) It shall be unlawful to remove dirt or topsoil from any park.
- (e) It shall be unlawful to intentionally or carelessly scatter trash, cigarette butts, debris, paper or litter of any kind in any park. Refuse, trash, cigarette butts and other waste material must be properly disposed of in trash receptacles or recycling containers. Trash receptacles are for the use of the general public and shall not be used by event organizers for the disposal of event trash.
- (f) The owner and/or persons having custody of animals shall be responsible for the removal of any excreta deposited in any park.
- (g) It shall be unlawful to start any fire or to grill any food in any park except in conjunction with events specifically approved in writing by the city.
- ~~(h) It shall be unlawful to release balloons of any type at city parks or on any city property.~~
- ~~(i)~~(h) It shall be unlawful to consume alcohol in any park except in conjunction with an event specifically approved in writing by the city and where the consumption of alcohol is specifically approved in writing.
- ~~(j)~~(i) It shall be unlawful to park a motor vehicle in any park except in designated parking areas except in conjunction with events specifically approved in writing by the city.
- ~~(k)~~(j) It shall be unlawful to operate a motorized vehicle upon walkways, sidewalks, or grounds within any park with the following exceptions: motorized wheelchairs; public safety and public maintenance equipment; and in conjunction with an event specifically approved in writing by the city.
- ~~(l)~~(k) All animals shall be on leashes that are no more than six (6) feet long except within fenced areas in approved dog parks.

(Ord. No. O-7-13, 8-13-13)



Balloons Don't Go to Heaven

Rationale for a Balloon Release Ban
in The Lowcountry

*Jenn Clementoni ~ Lowcountry Master
Naturalist, Co-Owner Birding Beaufort*

Released balloons are litter

- Since released balloons fall to the ground, this practice should be considered littering and UNACCEPTABLE.
- Although education is important to understanding the effect of balloon releases, legislation is key to putting an end to this harmful practice.

Balloon Facts

- Balloons can travel 1000s of miles, polluting the most remote and pristine places where they become a danger to any animal that may come in contact with them.
- Birds, whales, sharks, sea turtles, horses, sheep and other wild and domestic animals have been killed by balloons.
- When an animal swallows a balloon, it can block its intestinal tract, leading to starvation and a painful, unnecessary death.
- Sea turtles and other marine creatures are known to confuse balloons for jellyfish, which for sea turtles, is a primary food source.
- Ribbons and string attached to balloons can cause entanglement and death to wildlife.

Source ~ Clean Virginia Waterways

Balloon Facts

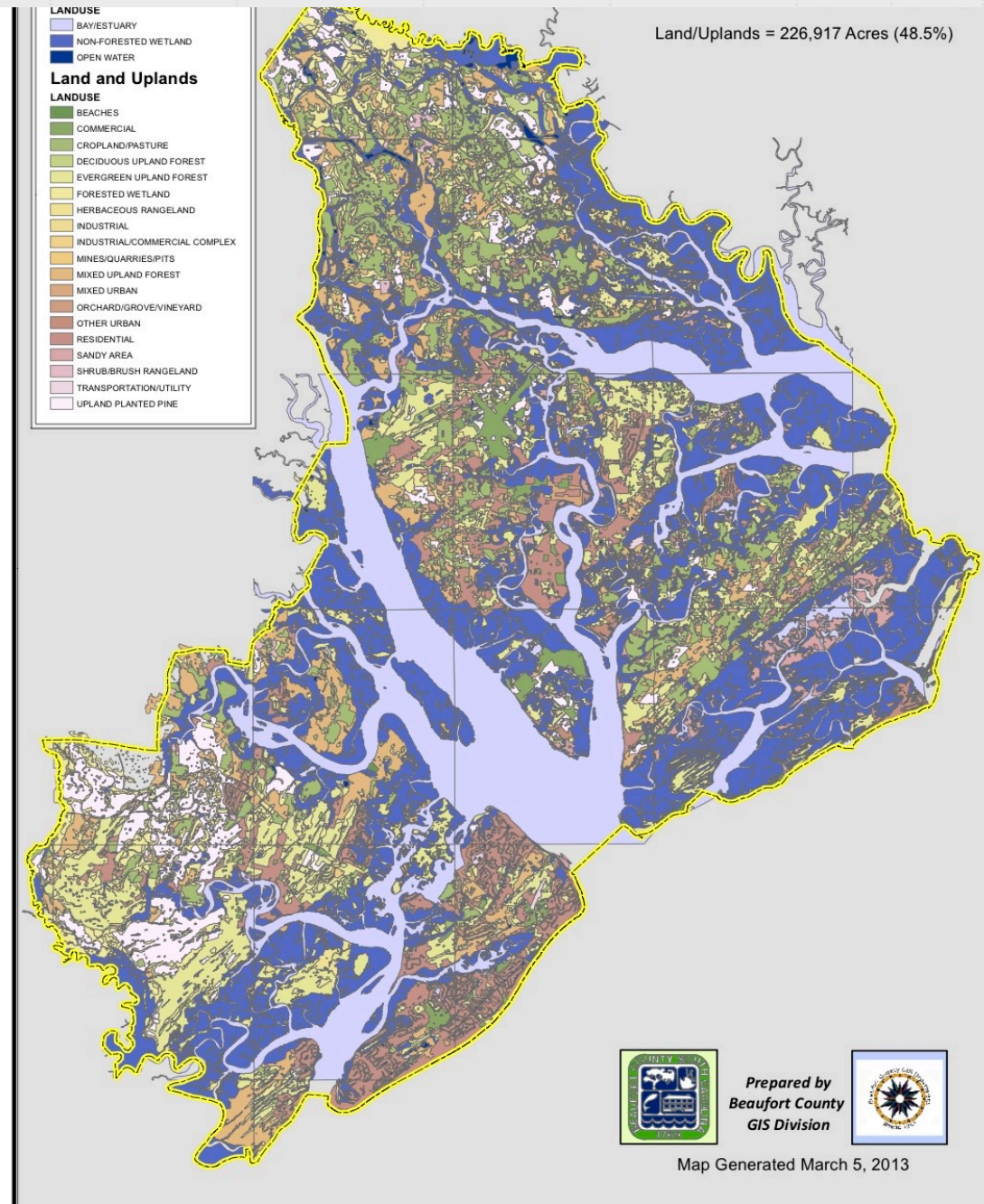
- All released balloons, including those falsely marketed as “biodegradable latex” return to the environment as ugly litter. They kill countless animals and can also cause dangerous power outages. (2)
- Latex balloons, foil balloons, plastic ribbons and other balloon attachments are among the deadliest types of ocean trash. (1)



Beaufort County, Especially Port Royal & The Lowcountry Pride Themselves on Being Environmentally Sensitive Areas

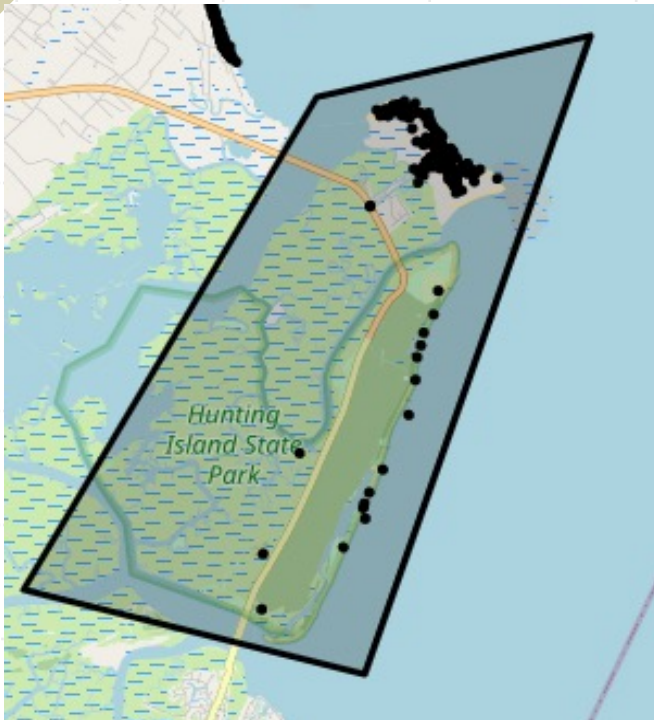
- Beaufort's watersheds are unique. They are considered fingers of the ocean, as they are not derived from the mountains; we have a very unique watershed.
- Beaufort County tourism is a main driver of the economy.
- Beaufort County is filled with tall pines, maritime forests and stately live oaks. These trees are host to a plethora of wildlife and should not be littered with balloons.
- Multiple endangered species are either “guests” or full time residents of Beaufort County.
- Port Royal's Waterways and the gem known as The Cypress Wetlands are key to driving the economy as well as being leaders in showcasing what it is to live and visit The Lowcountry of South Carolina!

Beaufort County Water & Wetlands



Beaufort County Litter Data Analysis from Litter-Free Digital Journal

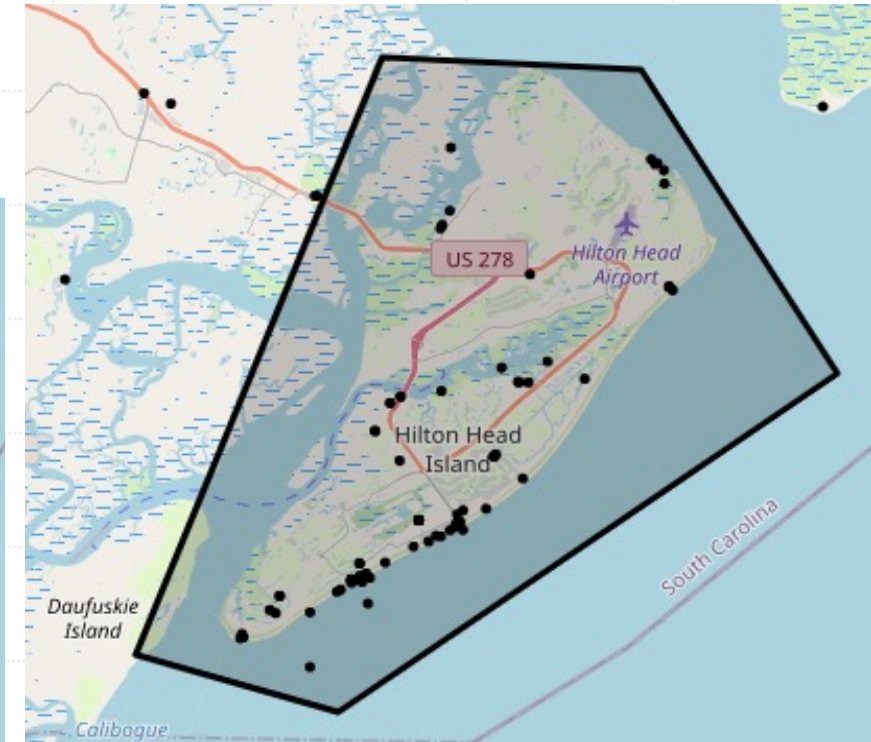
Beaufort 1 –
Harbor & Hunting Islands



Beaufort 2 – Fripp & Pritchard Islands



Beaufort 3 – Hilton Head



Beaufort County Balloon Statistics

- In 2021, balloon litter made up 9% of litter recorded for Beaufort County in the Litter Free-Digital Journal
- 97% of balloons picked up in Beaufort County were found on or near the beaches
 - 80% found on Fripp & Pritchards Islands, 14% on Hilton Head Island and 3% on Harbor & Hunting Islands
 - 83% of the balloons recorded in the Litter Free-Digital Journal came from these areas

Year	Beaufort Co. Debris Count	Beaufort Co. Balloon Count	Balloons % of Debris
2017	7,041	7	0%
2018	12,445	109	1%
2019	3,095	62	2%
2020	6,584	289	4%
2021	6,986	597	9%
TOTAL	36,129	1,064	3%

Location	Balloon Count	Balloons % of Debris
Beaufort 1 – Harbor & Hunting Island	31	3%
Beaufort 2 – Fripp & Pritchard Islands	730	69%
Beaufort 3 – Hilton Head	127	12%
TOTAL	888	83%

Beaufort County Balloon Statistics

- Beaufort County has the highest % of balloon litter in South Carolina, averaging 2.95% of all documented debris since 2016, followed by Charleston County & Berkeley County at 0.25% and 0.21%

	<u>All Debris</u>	<u>Balloons</u>	<u>Balloons: % of debris</u>
Charleston County	772,916	1916	0.25%
Beaufort County	36,129	1064	2.95%
Berkeley County	373,077	802	0.21%



Photo Courtesy of Abby Morris

Clemson Bans Years Long Tradition of Releasing Balloons

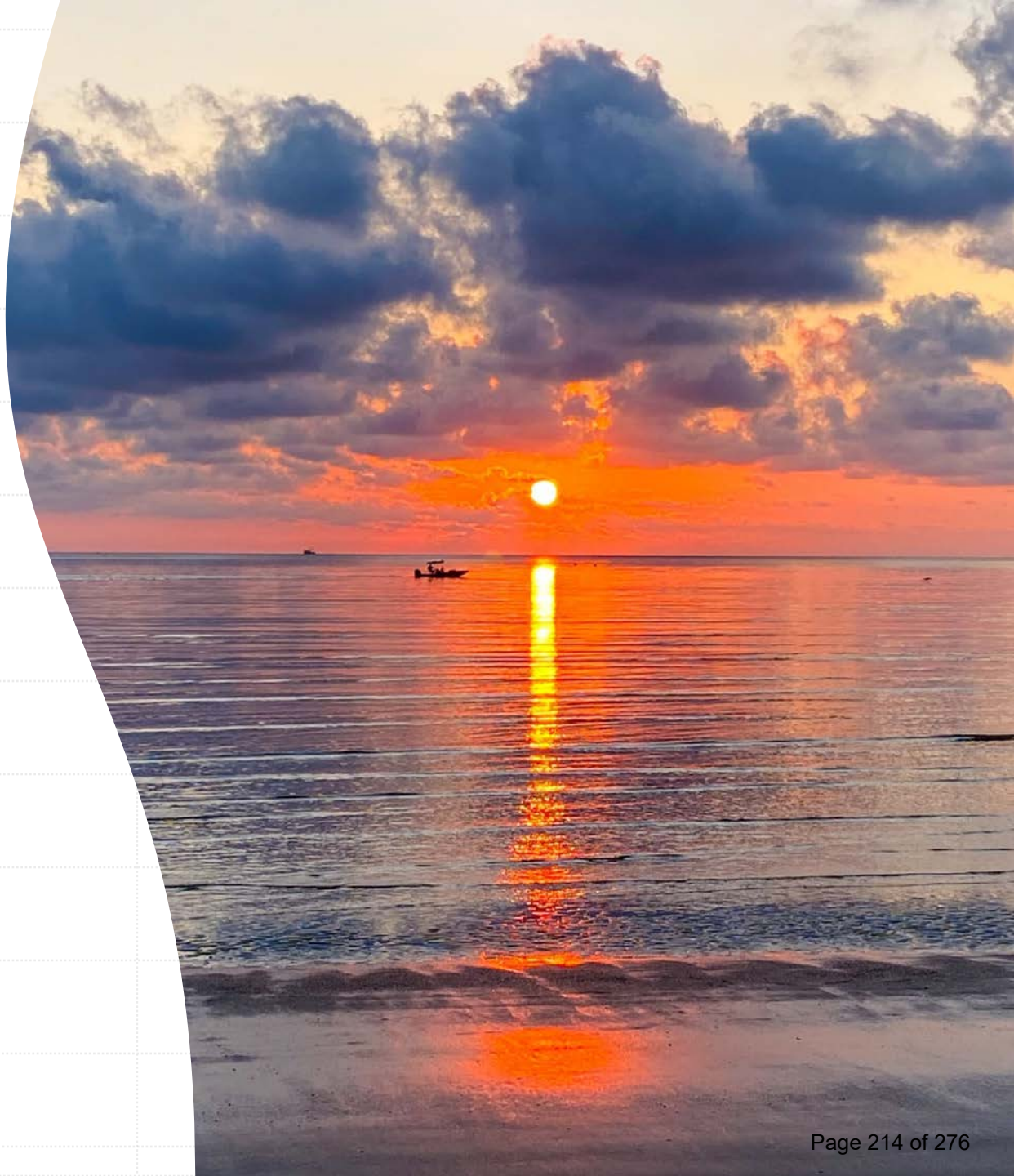
- Clemson University ended its decades-long tradition of releasing 10,000 balloons at the start of every home game.
- "People wouldn't litter something on the ground, but then they might not think twice about letting a balloon go in the air," Danielle Vosburgh said. "They're just releasing them by the thousands."
- "If they're so biodegradable, how come I still have some sitting in my backyard over 6-and-a-half years? ... And even if people stopped releasing balloons today, this balloon pollution will persist in the environment and keep washing up along the shores for many, many years to come," Danielle Vosburgh said.

WLTX and Danielle Vosburgh (Balloons Blow)



US States That Have Taken Action

- California
- Connecticut
- Delaware
- Florida (July 2024 has a COMPLETE STATEWIDE balloon release ban!!!!)
- Hawaii
- Maine
- Maryland
- Rhode Island
- Tennessee
- Virginia



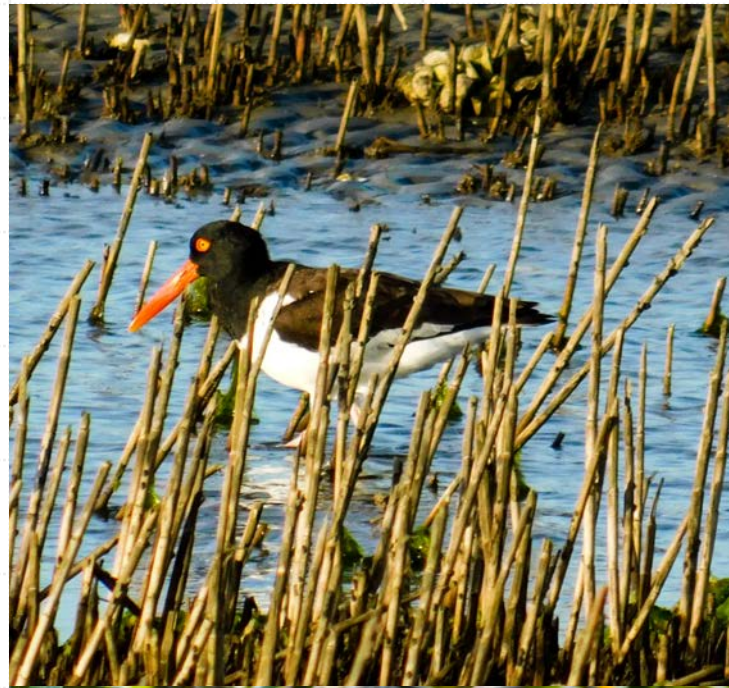
US Cities That Have Taken Action

- Alabama – Huntsville
- California – San Francisco
- Kentucky – Louisville
- Maryland – Ocean City, Queen Anne's County, Wicomico County
- Massachusetts – Chatham, Everett, Nantucket, Provincetown
- New Jersey – Atlantic City, Bradley Beach, Brigantine, Cape May City, Egg Harbor, Long Beach Township, Longport, Margate, North Wildwood, Sea Isle City, Somers Point, Upper Township, Ventnor
- North Carolina – Wrightsville Beach
- Rhode Island – Block Island
- Washington – Bainbridge Island
- Laws in Plymouth-UK, New South Wales-Australia, Sunshine Coast-Queensland-Australia.
- **Many others around the world, it's hard to keep up!**



Who Are We Protecting? Inhabitants & Guests of Beaufort County & The Lowcountry

- American Oystercatchers
- Bald Eagles
- Roseate Spoonbills
- Loggerhead Sea Turtles
- Wading Birds
- Sharks
- Whales



Who Are We Protecting? Inhabitants & Guests of Beaufort County & The Lowcountry

- Dolphins
- Osprey
- Tundra Swans
- White Pelicans



Who Are We Protecting? Inhabitants & Guests of Beaufort County & The Lowcountry

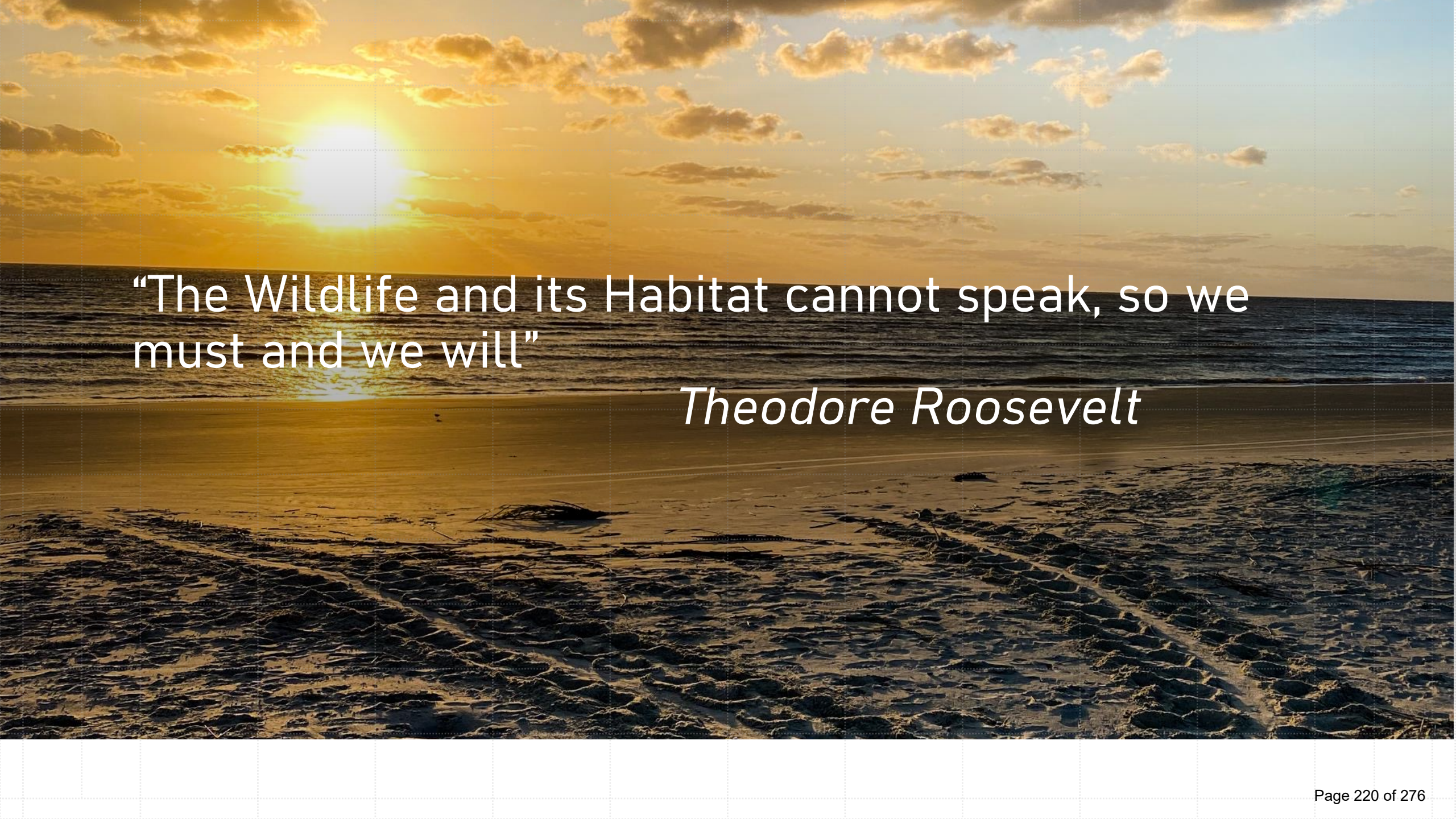
- Brown Pelicans
- Piping Plovers
- Great Egrets
- Waterfowl & Fish



Alternatives to Balloon Releases

- Blow Bubbles
- Plant a Tree
- Plant Flowers
- Create a Memory Garden
- Paint Rocks
- Donate to Your Loved Ones Favorite Charity
- Gather together, make their favorite meal and discuss your memories



A photograph of a beach at sunset. The sun is low on the horizon, casting a warm, golden glow across the sky and the wet sand. The sky is filled with scattered clouds. The foreground shows the textured, rippled sand of the beach. A faint grid pattern is overlaid on the entire image.

“The Wildlife and its Habitat cannot speak, so we must and we will”

Theodore Roosevelt



Balloon Facts, Sources & Acknowledgments

- (1) Mark Swingle, Chief of Research & Conservation at the Virginia Aquarium & Marine Science Center
- (2) Katie Register, Executive Director of Clean Virginia Waterways (CVW)
- (3) Balloons Blow, Don't Let Them Go (balloonsblow.org)
- The South Carolina State Aquarium for litter data analysis (Litter Free-Digital Journal)
- All Photos except the “Balloon Witch” by Abby Morris were photographs taken by Jenn Clementoni



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/12/2025
From: Scott Marshall, City Manager
Item Name: Ordinance to Amend Chapter 4 of Part 6 of the City of Beaufort, South Carolina's Code of Ordinances to Adopt the Beaufort County Animal Control Ordinance - First Reading
Meeting Date: November 18, 2025
Department: City Managers Office

Background Information:

Introduction:

Beaufort County has requested that municipalities consider adopting recent changes to the County's animal control ordinance.

Background:

On July 26, 2016, City Council adopted the language of Chapter 14, Article II ("Animal Control") of the Beaufort County Code of Ordinances to support our shared goal of maintaining consistent animal control regulations across the county. In adopting language that mirrored the County's ordinance, the City also entered into an agreement under which Beaufort County would provide animal control services within the City.

On August 11, 2025, Beaufort County Council approved several amendments to its Animal Control Ordinance and subsequently requested that municipalities update their ordinances accordingly.

These amendments introduce important new definitions to enhance clarity, interpretation, and enforcement of the ordinance. They include substantial updates to the dangerous animals section, establishing a tiered classification process for animals exhibiting certain behaviors; providing additional discretion to animal services officers and magistrate judges in determining whether an animal is dangerous; and enabling reevaluations of animals previously classified as dangerous. The amendments also address concerns related to the abandonment of animals—particularly livestock—during severe weather events and potential evacuations.

The attached ordinance adopts the updated Beaufort County Animal Control Ordinance by

reference while also incorporating provisions unique to the City's Code of Ordinances.

Legal Authority:

1. General Ordinance-Making Authority

S.C. Code Ann. § 5-7-30

This statute grants municipalities broad home-rule powers, including the authority to enact regulations "in order to preserve the health, safety, order, and welfare" of the community. This includes the authority to adopt and amend animal control regulations.

2. Authority to Adopt Codes or Ordinances by Reference

S.C. Code Ann. § 5-7-270

This statute allows municipalities to adopt county ordinances, technical codes, or regulatory material by reference without reproducing the entire text within the municipal code. This is the specific authority that allows the City to adopt the Beaufort County Animal Control Ordinance by reference.

3. Police Power Related to Public Safety and Animal Control

S.C. Code Ann. § 47-3-20 and related Title 47 provisions

These provisions recognize the role of local governments in animal control, enabling municipalities to regulate animals, address dangerous animals, and coordinate with county animal services.

Staff Recommendation:

Staff recommends adoption of the Ordinance, as presented.

Suggested Motion Language:

"I move to adopt the Ordinance to Amend Chapter of Part 6 of the City of Beaufort, South Carolina's Code of Ordinances to Adopt the Beaufort County Animal Control Ordinance, as presented."

Placed on Agenda For:

Action

Attachments:

1. 1412.0200 Animal Control Ordinance
2. CHAPTER_4.____ANIMAL_CONTROL Redlined

Ordinance No. 2025-_____

**AN ORDINANCE TO AMEND CHAPTER 4 OF PART 6 OF THE CITY OF BEAUFORT,
SOUTH CAROLINA’S CODE OF ORDINANCES TO ADOPT THE BEAUFORT COUNTY
ANIMAL CONTROL ORDINANCE**

WHEREAS, the City of Beaufort, South Carolina (hereinafter “City”) is vested with the authority, pursuant to S.C. Code Ann. § 47-3-20, to enact ordinances and promulgate regulations for the care and control of dogs, cats, and other animals and to prescribe penalties for violations thereof;

WHEREAS, on July 26, 2016, the City Council of Beaufort, South Carolina (hereinafter “Council”) adopted the language of Chapter 14, Article II entitled “Animal Control” of the Beaufort County Code Ordinances to advance the mutual desire to have consistent animal control ordinances throughout Beaufort County;

WHEREAS, on August 11, 2025, the Beaufort County Council adopted various amendments to the Beaufort County Animal Control Ordinance;

WHEREAS, the City Council now desires to repeal and replace Chapter 4 of Part 6 of the City’s Code of Ordinances to maintain uniformity with respect to animal control regulation throughout Beaufort County and maintain certain regulations specific to the City; and

WHEREAS, the City Council has the authority to repeal and replace the City’s ordinances when deemed to be in the best interest of the citizens of the City, and now desires to do so with respect to the subject of animal control by enacting the amendments set forth below.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority thereof, that Chapter 4 of Part 6 of the City of Beaufort’s Code of Ordinances be repealed and stricken and that the following be adopted in its place:

CHAPTER 4. ANIMAL CONTROL

Sec. 6-4001. – Beaufort County Animal Control Ordinance adopted by reference.

Unless otherwise specified in this section, Article II of Chapter 14 of the Beaufort County Code of Ordinances, as amended from time to time, is adopted by reference as and made a part of this chapter as fully and completely as if the same were set out herein verbatim. A copy of article II of chapter 14 of the Beaufort County Code of Ordinances is on file in the office of the City Clerk, and is available [here](#).

Sec. 6-4002. – Nonvenomous reptiles.

- (a) It shall be unlawful to carry, tote, transport or move any nonvenomous snake or lizard upon any street, sidewalk, parking lot, park, commercial establishment or other public place within the city unless bagged or caged.

(b) This section does not apply to any circus, commercial animal establishment, animal shelter, pet shop or veterinary hospital.

Sec. 6-4003. – Keeping certain animals within one hundred feet of premises of another.

It shall be unlawful for any person owning or having in his possession any horses, cows, mules, goats or other similar types of animals, to allow the same to graze or be stabled within one hundred feet of the residence or place of business of any other person. In addition, the stable for any such animal or animals must be maintained in a sanitary and healthful environment for the animals housed therein. Inspections for compliance may be conducted at any time during daylight hours by the licensing authority or any humane officer.

Sec. 6-4004. – Grazing livestock upon public property.

It shall be unlawful for any person to let loose or stake upon, or to cause to be let loose or staked upon, the public lands and streets of the City any horse, cow or other livestock for the purpose of grazing.

Sec. 6-4005. – Keeping of swine prohibited.

It shall be unlawful for any person to keep or maintain any swine within the City.

DONE, RATIFIED AND ENACTED this ____ day of _____, 2025.

This Ordinance was read and passed at first reading on _____, 2025.

Philip Cromer, Mayor
City of Beaufort, South Carolina

Attest:

Traci Guldner, City Clerk
City of Beaufort, South Carolina

Reviewed as to form by Benjamin T. Coppage, City Attorney, on _____, 2025.

This Ordinance was passed at second reading held on _____, 2025.

Philip Cromer, Mayor
City of Beaufort, South Carolina

Attest:

Traci Guldner, City Clerk
City of Beaufort, South Carolina

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Sec. 6-4001. Authority for and enactment of chapter.

This article is hereby authorized by section 47-3-20 of the South Carolina Code of Laws 1976, as amended.
(Ord. No. O-26-16, § 1(Exh. A), 7-26-16)

¹Editor's note(s)—Ord. No. O-26-16, § 1(Exh. A), adopted July 26, 2016, repealed the former Ch. 4, §§ 6-4001—6-4012 and §§ 6-4021—6-4029, and enacted a new Ch. 4 as set out herein. The former Ch. 4 pertained to animals and derived from Ord. No. O-29-89, adopted Oct. 10, 1989; Ord. No. O-23-98, adopted April 14, 1998; Ord. No. O-30-93, adopted Oct. 12, 1993; and Ord. No. O-02-08, adopted Jan. 8, 2008.

Sec. 6-4002. Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined:

Abandonment shall mean to desert, forsake, or intend to give up absolutely a pet or livestock without securing another owner or without providing for adequate food, water, shelter, and care. An animal is considered abandoned when it has been left unattended for twenty-four (24) hours.

Animal shall mean a live vertebrate creature except a human being.

BCAS shall mean Beaufort County Animal Services.

BCAS director shall mean any person so appointed by the county administrator.

BCAS facility shall mean any facility so designated by the county council for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this chapter.

BCAS officer shall mean any person employed by the county as an enforcement officer of the provisions of this chapter.

Breeder shall mean any person owning unaltered pets with the intent of selling pets' offspring.

County administrator shall mean the individual in the said position or its assignee or designee.

Domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were historically domesticated for human companionship and service.

Dub shall mean to trim or remove.

Feral shall mean any animal that was domesticated at one (1) time, but now lives in the wild or a controlled colony, or that have been born in the wild and have not been domesticated.

Infraction shall mean a breach, violation, or infringement of this chapter for which the only sentence authorized is a fine and which violation is expressly designated as an infraction. Infractions are intended to carry a civil penalty without the possibility of jail and thus are non-criminal in nature.

Kennel shall mean a small shelter for a dog, cat or other animal.

Livestock shall mean all classes and breed of animals, domesticated or feral, raised for use, sale or display.

Muzzle shall mean a guard, typically made of straps or wire, fitted over part of an animal's face to stop it from biting or feeding.

Non-domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were not historically domesticated for human companionship and service.

Nuisance shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

Owner shall mean any person who:

- (1) — Has a property right in an animal;
- (2) — Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) — Permits an animal to remain on or about any premises occupied by him or her for three (3) or more days.

Pet shall mean any animal, which may be legally held as a pet by a private citizen without special permit or permission; i.e., dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

Pit Bull shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics which predominantly conform to the standards established by the American Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.

Provocation shall mean an intentional action or statement made to incite anger, aggression, annoyance or a violent response.

Serious injury shall mean death or any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring sutures or other professional medical treatment or requires corrective or cosmetic surgery.

Shelter shall mean a structure made of durable material with four (4) walls, a roof, and floor that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

Tethering shall mean a chain, rope, leash, cable, or other device that attaches the pet via a collar or harness to a single stationary point.

Unaltered shall mean a pet which has not been spayed or neutered.

Under restraint shall mean when an animal is prevented from freedom of movement or action; and is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device.

(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)

Sec. 6-4003. County pet license; rabies vaccination tags.

It shall be unlawful for the owner of any pet to fail to provide any pet over four (4) months of age with a current county annual or lifetime license. The owner of any pet over four (4) months of age must also have a current rabies vaccination tag securely attached to a collar or harness and be visible as proof the pet has been vaccinated by a licensed veterinarian. No county license will be issued unless proof of inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have thirty (30) days in which to obtain the license.

(Ord. No. O-26-16, § 1(Exh. A), 7-26-16)

Sec. 6-4004. Lifetime/annual pet license issuance, fees and exemptions.

- (a) *Eligibility.* The owner of a pet after being spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.
- (b) *Permanent identification requirement.* A person applying for an annual license or lifetime license shall choose either a tattoo, a BCAS approved tag, or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form and when applicable, a new registration with the microchipping company. For permanent identification of restricted breeds, see section 6-4005.
- (c) *Pets previously microchipped.* If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:
 - (1) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.

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- (2) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.
 - (3) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of a permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.
- (d) *County license and fees.* The BCAS director shall establish a fee schedule subject to the approval of county council. All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.
- (1) *Lifetime pet license.* To be eligible for a lifetime pet license a pet shall:
 - a. Be spayed or neutered.
 - b. Microchipped.
 - c. Pay the appropriate one-time fee per the published fee schedule.
 - (2) *Annual pet license.* All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:
 - a. Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.
 - b. Any owner of a dog that is currently being used for hunting purposes. Owner must provide a copy of a valid South Carolina hunting license by the proper state agency and proof that the dog is properly registered with the South Carolina Department of Natural Resources. Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)

Sec. 6-4005. Declaration of restricted dog, appeal of breed determination.

- (a) For the purposes of this section, a restricted dog shall be defined as a Pit Bull.
- (b) No person may own, keep, or harbor a restricted dog in violation of this section.
- (c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof that one (1) of the following exemptions applies:
 - (1) The restricted dog is less than four (4) months of age;
 - (2) A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than twelve (12) months from the date of issuance;
 - (3) The determination of the dog's breed is under appeal pursuant to subsection (f); or
 - (4) The owner or custodian has owned or had custody of the dog less than thirty (30) days.
- (d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS approved microchip.

(e) ~~Determination of breed.~~

- ~~(1) — *Determination.* The BCAS director or his/her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in section 6-4002 for Pit Bulls shall not be construed to indicate the dog is not a Pit Bulldog under this section.~~
- ~~(2) — *Notice.* Upon determination of the breed, the BCAS officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the determination of breed and state the dog shall be spayed or neutered within ten (10) days of receipt of said notice.~~
- ~~(3) — *Compliance.* The owner or custodian of an unaltered restricted dog shall comply with this article within ten (10) days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If ownership of the dog is transferred within the time for compliance, the original owner or custodian must provide BCAS with the new owner's name and address.~~
- ~~(4) — *Non-compliance.* If the owner or custodian of a dog determined to be a restricted breed under this section fails to comply with the requirements of this section, then a citation shall be issued by a BCAS Officer and a hearing shall be held in the Beaufort County Magistrate Court for a final breed determination. If following a final breed determination by the Beaufort County Magistrate Court, the court finds the dog to be a restricted breed, the Court shall require the dog to be spayed or neutered within 10 (ten) days and require the owner or custodian to provide written verification to BCAS confirming compliance within the same time period.~~

~~If after a final breed determination, the owner or custodian fails to comply with the restricted breed requirements, BCAS shall petition the Beaufort County Magistrate Court for an animal pickup order or a search warrant for the temporary seizure of the dog for purposes of enforcing the requirements of this section. The owner or custodian of the restricted dog shall be responsible for any and all costs associated with enforcing the requirements of this section.~~

~~(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)~~

Sec. 6-4006. Pet breeder license, inspection and fees.

It shall be unlawful for a pet breeder to fail to obtain a county pet breeder license. The requirements for such a license are as follows:

- ~~(a) — Individuals engaged or intending to engage in breeding, must obtain a non-transferable pet breeder license from BCAS.~~
- ~~(b) — Applicants must have a valid county annual pet license and microchip for all pets before applying for the pet breeder license.~~
- ~~(c) — BCAS shall conduct an inspection of the identified property for the pet breeders' license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.~~
- ~~(d) — To qualify for a pet breeder license the applicant must demonstrate the following:
 - ~~(1) — The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.~~~~

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- ~~(2) All pet enclosures must be constructed in such a manner that they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.~~
 - ~~(3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.~~
 - ~~(4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.~~
 - ~~(e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five (5) years of the date of application.~~
 - ~~(f) The pet breeder license fee published in the fee schedule approved by county council. The license shall expire three hundred sixty-five (365) days after the date it is issued.~~
 - ~~(g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by BCAS.~~
- ~~(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)~~

Sec. 6-4007. Dangerous animals.

- ~~(a) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one (1) of the following:~~
 - ~~(1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;~~
 - ~~(2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined;~~
 - ~~(3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;~~
 - ~~(4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or~~
 - ~~(5) An animal, which is used as a weapon in the commission of a crime.~~
- ~~(b) Notwithstanding paragraph (a) above, a magistrate judge may (or may not) deem an animal a dangerous animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, when an attack results in serious injury to a human.~~
- ~~(c) Declaration of a dangerous animal, confinement requirements, and final determination of a dangerous animal declaration.~~
 - ~~(1) Declaration. A BCAS officer or law enforcement officer, in his or her discretion, may make an initial determination that an animal is dangerous. Upon the initial determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.~~

~~(2) When, in the discretion of a BCAS officer or law enforcement officer, the animal initially determined to be dangerous has caused serious injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a magistrate judge. When a BCAS officer or law enforcement officer takes temporary possession of an animal pursuant to this section, the requirements of paragraph (3) of this section shall be held in abeyance during the pendency of a hearing.~~

~~(3) Confinement requirements. Every dangerous animal, as determined under this section, shall be confined by the owner within seventy-two (72) hours of the notice of dangerous dog determination and until the final determination of the dangerous dog declaration as follows:~~

~~a. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel or structure must have secure sides and a secure top attached to the sides.~~

~~b. No person shall permit a dangerous animal to go outside its confined space unless such animal is securely leashed and muzzled with a leash no longer than six (6) feet in length.~~

~~An exception to such animal being muzzled may be made if a muzzle would cause harm to the health of the animal. In order for this exception to apply, the owner shall provide BCAS with a written statement from a licensed veterinarian stating the name and description of the animal, that a muzzle will cause harm to the said animal, and the type of harm which would be caused to the said animal. If this exception is applicable, then the animal shall be required to wear a harness while on a leash.~~

~~(4) Final determination of dangerous animal declaration. Notice of a declaration of a dangerous animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within thirty (30) days or as soon as practicable. After a final determination and declaration of a dangerous animal by the Beaufort County Magistrate Court, the owner shall adhere to the following requirements:~~

~~a. Insurance requirement. Owner must provide BCAS with proof of liability insurance or surety bond of a least fifty thousand dollars (\$50,000.00.) If proof of liability is provided, it must adhere to the following requirements:~~

~~i. Animal must be specifically referred to by name and description;~~

~~ii. May not contain exceptions related to liability towards third parties and/or restricted to owner's real property; and~~

~~iii. May not contain exceptions related to animal bites or injuries to third parties.~~

~~b. Notice of dangerous animal. No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his/her premises. A dangerous animal is "unconfined" as used in this section if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal.~~

~~c. Registration and license. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county council approval.~~

~~(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)~~

Sec. 6-4008. Running at large.

- (a) ~~*Unlawful.*~~ It shall be unlawful for any owner or custodian of any dog to permit, or allow in any way whether intentionally or unintentionally, the same to run at large except on property owned or rented by the owner or custodian. All dogs must be kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.
- (1) ~~For purposes of this section, the term "permit" shall be defined as an act, regardless of the intent of the owner or custodian of the dog, which allows or provides opportunity for an action to occur.~~
- (2) ~~For purposes of this section, the term "run at large" is defined as a dog off the premises of the owner or custodian and not under the physical control of the owner or custodian by means of a leash or other similar restraining device.~~
- (3) ~~For purposes of this section, the term "under restraint" is defined as when a dog is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device.~~
- (b) ~~*Exempt dogs.*~~ Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large". A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)

Sec. 6-4009. Nuisance pets or livestock.

- (a) ~~The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public, or interferes with the ordinary use and enjoyment of their property. Determination of a nuisance pet is a lesser included offense of a dangerous animal determination, as defined in section 6-4007.~~
- (1) ~~Final determination of a nuisance pet by the Beaufort County Magistrate Court requires that the owner shall:~~
- a. ~~If the pet is outdoor and not under restraint, the pet shall be confined to a fenced in area, whereby the height of the fence shall be sufficient to keep the pet contained at all times.~~
- b. ~~Regardless of location, the pet shall not be allowed outside of a fenced in area without being kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.~~
- (b) ~~It shall be unlawful for any person to own, keep, possess, or maintain a pet or livestock in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any pet or livestock are hereby declared to be a public nuisance and are, therefore, unlawful:~~
- (1) ~~Failure to exercise sufficient restraint necessary to control a pet or livestock as required by section 6-4008.~~
- (2) ~~Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.~~

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- ~~(3) Failure to maintain a dangerous animal in a manner other than that which is described in section 6-4007.~~
 - ~~(4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.~~
 - ~~(5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.~~
 - ~~(6) Allowing or permitting a pet or livestock to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.~~
 - ~~(7) Maintaining a pet or livestock that is diseased and dangerous to the public health.~~
 - ~~(8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.~~
 - ~~(9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.~~
 - ~~(c) A pet or livestock that has been determined to be a habitual nuisance by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.~~
 - ~~(d) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by excessive, unrelenting, or habitual barking, howling, yelping, or other audible sound. In addition to being a violation of this section, the same is hereby declared to be a public nuisance that may be abated pursuant to the provisions specified in chapter 6 of this Code.~~
- ~~(Ord. No. O-26-16, § 1(Exh. A), 7-26-16)~~

Sec. 6-4010. Animal cruelty and neglect.

- ~~(a) *Animal care generally.* It shall be unlawful for an owner to fail to provide his/her animals with sufficient good and wholesome food, water at all times, proper shelter and protection from weather, or humane care and treatment. It shall be determined a failure to provide sufficient good and wholesome food, or proper shelter and protection from weather when an animal has gone without for a period of twelve (12) consecutive hours.~~
- ~~(b) *Mistreatment.* It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.~~
- ~~(c) *Physical alteration.* It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the county. No person shall crop or dub a pet or livestock's ears, tail, wattle, or comb, except if by a licensed veterinarian.~~
- ~~(d) *Abandonment.* It shall be unlawful for any owner to abandon an animal as defined in section 6-4002 of this chapter.~~
 - ~~(1) *Abandonment during named storm.* It shall be unlawful for an individual to abandon an animal and allow an animal to remain in a home, building, fence, cage, coop, crate, or any other structure when any named tropical storm or named hurricane is expected to impact Beaufort County. For the purpose of this section, a tropical storm or named hurricane is expected to impact Beaufort County when a~~

tropical storm watch, warning, or evacuation; or when a hurricane watch, warning, or evacuation is in effect for Beaufort County. This Section is applicable to those properties specifically located in special flood hazard areas as described in the Beaufort County ordinances.

- (e) *Unlawful tethering.* No person owning or keeping a dog shall chain or tether a dog to a stationary object, including, but not limited to, a structure, dog house, pole, stake, or tree in any manner or by any method that allows the dog to become entangled or injured. A tethering device employed shall not allow the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and devices not designed for tethering dogs shall not be used. Only a properly fitted harness, collar or other tethering device specifically designed for the dog may be used. No chain or tether shall weigh more than one-eighth ($\frac{1}{8}$) of the dog's body weight. When tethered to a stationary object, the tethering device shall be attached to the dog's harness or collar and not directly to the dog's neck. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of six (6) months shall be tethered outside for any length of time, unless under direct supervision of an adult over the age of eighteen (18) years old.

No animal shall be tethered during any named tropical storm or named hurricane expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning or evacuation or a hurricane watch, warning or evacuation is in effect for Beaufort County.

- (1) A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:

- a. Inside a pen or secure enclosure;
- b. A fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
- c. The length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times.

- (2) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding, herding cattle or other livestock, or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

- (f) *Animal neglect.* It shall be unlawful for an individual or owner who fails to provide sufficient food or water for any period of time, provide inadequate shelter, or in general not adequately care for an animal. The violation of this this paragraph shall be at the discretion of the BCAS director or BCAS officer and shall result in the issuance of an administrative citation as provided for in section 6-4026.

(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)

Sec. 6-4011. Sale of animals, pets or livestock.

- (a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.
- (b) No person shall offer an animal, pet or livestock as an inducement to purchase a product, commodity, or service.
- (c) No person shall sell, offer for sale, or give away any animal or pet under four (4) weeks of age, except as surrender to the county animal services facility or to a licensed pet rescue organization.

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- (d) Licensed pet shops, commercial kennels, county animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section.
 - (e) Any sale of wildlife will be reported to South Carolina Department of Natural Resources, United States Department of Agriculture, and United States Fish and Wildlife Service.
- (Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)

Sec. 6-4012. Seizure and right of entry to protect abandoned, neglected, or cruelly treated pets or livestock.

- (a) *Seizure and right of entry.* If the owner does not give permission to the BCAS officer for right of entry on private property to examine suspected abandoned, neglected or cruelly treated pets or livestock, the BCAS officer shall petition the appropriate magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.
- (b) *Citation.* The BCAS officer shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five (5) days prior to the hearing containing the time, date, and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the BCAS officer shall post a copy of the notice at the property where the animal was seized.
- (c) *Custody.* The pet or livestock shall remain in the custody and care of BCAS until such matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is returned to the owner or whether ownership is transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in section 6-4014, below.
- (d) *Euthanasia.* Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes, as determined appropriate by BCAS.

(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)

Sec. 6-4013. Impoundment.

- (a) Any pet or livestock found within the county in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five (5) working days.
- (b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at an animal care facility.
- (c) The owner of a dog that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has fourteen (14) consecutive days from the date of mailing to contact BCAS for pick-up. If the owner does not pick up the said dog within fourteen (14) consecutive days of notification from BCAS, the dog may be euthanized. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within fourteen (14) consecutive days of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For dogs impounded with BCAS, the BCAS director or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the dog humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).

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- (d) ~~Notwithstanding the above, pets or livestock impounded at BCAS facility, which are deemed by the BCAS director or his/her designee, or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain, or near death may be humanely euthanized immediately.~~
- (e) ~~Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.~~
- (f) ~~Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All stray animals must be taken or reported to the BCAS and or affiliated organizations as soon as possible for the mandatory holding period.~~
- (Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)

~~Sec. 6-4014. Redemption.~~

- (a) ~~The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:~~
- (1) ~~For a pet or livestock that has not been properly inoculated, licensed, micro-chipped, and spayed or neutered, the BCAS director or his/her designee may at their discretion issue a warning or administrative citation for the first offense after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to county council's approval.~~
- (2) ~~In addition to the administrative penalty for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered; an appropriate microchip license fee, the charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.~~
- (3) ~~Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exemptions in stated subsection 6-4004(d)(1), (2) when the pet or livestock (as appropriate) has been impounded a second time for any violations of sections 6-4007, 6-4008, 6-4009, or 6-4010.~~
- (b) ~~In addition to the redemption fee, a boarding fee after twenty four (24) hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.~~
- (c) ~~The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same twelve (12) month period.~~
- (Ord. No. O-26-16, § 1(Exh. A), 7-26-16)

~~Sec. 6-4015. Adoption.~~

- (a) ~~Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained in this section.~~
- (b) ~~Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.~~
- (c) ~~Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a~~

later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

- (d) ~~The BCAS director or his/her designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food; or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than ninety (90) days from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his/her case to the assistant county administrator for public safety. If any person surrenders an owned pet or livestock to BCAS, they will not be able to adopt a pet or livestock for ninety (90) days from the date of the original surrender.~~

~~(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)~~

Sec. 6-4016. Trapping.

- (a) ~~It shall be unlawful for any person or business to conduct trapping of any pets, livestock, or domestic animals within Beaufort County without prior approval from the BCAS. Any pets, livestock, or domestic animals trapped with prior approval from the BCAS will be reported or delivered to the BCAS for purposes of identification of the pet's owner and record keeping of the trapping. It shall be unlawful for any person to remove, destroy, or liberate any trap and/or trapped animal set by the BCAS or enter any animal services vehicle with the intent to rescue or deliver it from the custody of the BCAS. If a trapped animal is in need of immediate attention, the BCAS or 911 shall be notified immediately of the animal in distress.~~

- (b) ~~Exemption. Trapping is permitted for hogs.~~

~~(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)~~

Sec. 6-4017. Management of feral cat colonies.

- (a) ~~Definitions.~~

~~Caregiver means any person who provides food, water, or shelter to or otherwise cares for a feral cat colony and has made application to BCAS for management of a feral cat colony.~~

~~Caregiver manager means any person in charge of a caregiver program.~~

~~Ear tipping means straight line cutting of the tip of the left ear of a cat while the cat is anesthetized.~~

~~Feral cat means a cat which currently exists in a wild or untamed state.~~

~~Feral cat colony means a group of cats that congregate. Although not every cat in a colony may be feral, non-feral cats routinely congregate with a colony shall be deemed to be a part of it.~~

~~Nuisance means disturbing the peace by~~

- ~~(1) Habitually or continually howling, crying or screaming; or~~

- ~~(2) The habitual and significant destruction of property against the wishes of the owner of the property.~~

~~Suitable shelter means shelter that provides protection from rain, sun and other elements and is adequate to protect the health of the cat.~~

~~TNR means trap, neuter/spay and release.~~

~~TNA program means a program pursuant to which cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped or tattooed and released to a designated location of a managed colony.~~

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- (b) ~~*Feral cat colony management.* Feral cat colonies shall be permitted (no fee) by BCAS. Caregivers shall be responsible for applying for a permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by BCAS.~~

(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)

Sec. 6-4018. Livestock.

- (a) ~~All livestock shall be properly housed with adequate food, water, and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents, or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.~~
- (b) ~~Owners or possessors of livestock impounded for violation of this section or any state and/or federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.~~
- (c) ~~Impounded livestock shall be held for a period of ten (10) days. If such impounded animals are not claimed by the owners during that period of time, the animals may be given to persons willing to accept them, in the discretion of BCAS.~~
- (d) ~~Exception. No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other sections within this chapter reference livestock this section shall be controlling.~~

(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)

Sec. 6-4019. Importation of exotic animals prohibited.

- (a) ~~*Definition.* An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined as being those mammals or those nonvenomous reptiles weighing over fifty (50) pounds at maturity which are known at law as *Ferae Naturae*. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds, or insects.~~
- (b) ~~*Unlawful act.* It shall be unlawful for any person, firm, or corporation to import into Beaufort County any venomous reptile or any other exotic animal.~~
- (c) ~~*Exceptions.* This section shall not apply to following entities:~~
- ~~(1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).~~
 - ~~(2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.~~

~~(3) — An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.~~

~~(4) — A team mascot for a university or educational facility.~~

~~(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)~~

~~Sec. 6-4020. Rabies Control Act (S.C. State Law 47-5-10).~~

~~This law is strictly enforced by South Carolina Department of Health and Environmental Control (DHEC) in cooperation with BCAS and any state, county, or municipal law enforcement agencies.~~

~~(a) — *Vaccinations.* It shall be unlawful for any owner of a dog or cat four (4) months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by a veterinarian for medical reasons. All dogs and cats shall be vaccinated at four (4) months of age (unless recommended otherwise by a veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the county from a location outside the county shall comply with this section within thirty (30) days after having moved into the county by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten (10) days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.~~

~~(b) — *Proof of vaccination.* It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this chapter. A current rabies tag, if provided by the veterinarian administering the vaccine, shall be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times. The requirement for a dog to display a current rabies tag shall not apply to a dog that is displaying a current dog license tag affixed to a collar, harness, or other device worn on the dog.~~

~~(c) — *Harboring unvaccinated dogs and cats.* It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.~~

~~(d) — *Non-transferability.* Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.~~

~~(e) — *Exceptions.* No person charged with violating this section, rabies control, shall be convicted if he/she produces in court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.~~

~~(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)~~

~~Sec. 6-4021. Interference with animal services officers.~~

~~It shall be unlawful for any person to interfere with, hinder, or molest a BCAS officer in the performance of his/her duties or seek to release any pet or livestock in his/her custody without his/her consent.~~

~~(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)~~

~~Sec. 6-4022. Nonpoisonous reptiles.~~

- (a) ~~It shall be unlawful to carry, tote, transport or move any nonpoisonous snake or lizard upon any street, sidewalk, parking lot, park, commercial establishment or other public place within the city unless bagged or caged.~~
- (b) ~~This section does not apply to any circus, commercial animal establishment, animal shelter, pet shop or veterinary hospital.~~

~~(Ord. No. O-29-89, 10-10-89)~~

~~Sec. 6-4023. Keeping certain animals within one hundred feet of premises of another.~~

~~It shall be unlawful for any person owning or having in his possession any horses, cows, mules, goats or other similar types of animals, to allow the same to graze or be stabled within one hundred feet of the residence or place of business of any other person. In addition, the stable must be maintained in a sanitary and healthful environment for the animals housed therein. Inspections for compliance may be conducted at any time during daylight hours by the licensing authority or any humane officer.~~

~~(Ord. No. O-29-89, 10-10-89)~~

~~Sec. 6-4024. Grazing livestock upon public property.~~

~~It shall be unlawful for any person to let loose or stake upon, or to cause to be let loose or staked upon, the public lands and streets of this city any horse, cow or other livestock for the purpose of grazing.~~

~~(Ord. No. O-29-89, 10-10-89)~~

~~Sec. 6-4025. Keeping of swine prohibited.~~

~~It shall be unlawful for any person to keep or maintain any swine within the city.~~

~~(Ord. No. O-29-89, 10-10-89)~~

~~Sec. 6-4026. Enforcement and penalties.~~

- (a) ~~The BCAS officer shall be charged with the responsibility of enforcing all ordinances enacted by the county and contracts entered into with the county for the care, control, and custody of pets or livestock covered by this article. All violations of this chapter shall be heard by the Beaufort County Magistrate Court.~~
- (b) ~~The provisions of this article shall not apply to any dog or cat owned within the confines of any incorporated municipality within the county, unless and until the governing body of a municipality requests in writing that county council include the area of such municipality within the coverage of this article, and county administration has acted favorably on such request and has so notified such municipality of its approval of such request.~~
- (c) ~~Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Beaufort County Magistrate Court or imprisonment not exceeding thirty (30) days, or both. However, infractions as provided in paragraph (e) below, are intended to be non-criminal, civil penalties and not subject to jail time.~~

(1) — *Liability to person bitten.* In addition to the above, if a person is bitten or otherwise attacked by a dog while the person is in a public place or is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, the dog owner or person having the dog in the person's care or keeping is liable for the damages suffered by the person bitten or otherwise attacked. For the purposes of this section, a person bitten or otherwise attacked is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, when the person bitten or otherwise attacked is on the property in the performance of a duty imposed upon the person by the laws of this state, the ordinances of Beaufort County, the laws of the United States of America including, but not limited to, postal regulations, or when the person bitten or otherwise attacked is on the property upon the invitation, express or implied, of the property owner or a lawful tenant or resident of the property.

a. — *Exemptions for liability.* This section does not apply if, at the time a person is bitten or otherwise attacked:

- i. — The person who was attacked provoked or harassed the dog and that provocation was the proximate cause of the attack; or
- ii. — The dog was working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

(d) — When any person is found guilty of a violation of the provisions of this chapter, or has been found in noncompliance of a final dangerous dog determination of the court, a magistrate may order possession and custody of the animal to be surrendered permanently to BCAS at a BCAS facility.

(e) — *Habitual violators.* In addition to any legal remedy available under the provisions of this chapter, it shall be the duty of the BCAS to summon the owner of any animal(s) which is found guilty by the Beaufort County Magistrate Court of any three (3) violations contained in this chapter in any twelve (12) month period to abate any or all animals from owner's premise. If, after fully hearing the matter and any statement the owner may make any testimony he/she may offer in his/her behalf concerning the matter, should the Beaufort County Magistrate Court find such owner is unable or unwilling to adhere to the provisions of this chapter, the Beaufort County Magistrate Court shall issue a written order to the owner, directing and requiring him/her with a certain specified time to relocate the animal(s) to a home with a person unrelated to the owner or surrender the animal(s) to BCAS.

(f) — *Infractions resulting in administrative citations and penalties.* In addition to the remedies and penalties contained in this chapter, and in accordance with S.C. Code § 47-3-20, an administrative citation may be issued for certain infractions of county animal control ordinances. Infractions of this chapter subject to administrative citation and penalty are in the discretion of the BCAS officer and include, but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory spay/neuter, and/or warnings for a noisy public nuisance animal, or any violation of section 6-4009. Dangerous dog determinations are not violations subject to administrative citations.

The following procedures shall govern infractions of this chapter and the imposition, enforcement, collection, and administrative review of administrative citations and penalties.

(1) — *Notice of infraction.* If an animal is owned, kept, maintained, or found to be in violation of a county animal control ordinance, an administrative citation may be issued by the BCAS officer.

(2) — *Content of citation.* The administrative citation shall be issued on a form approved by the BCAS director and shall contain the following information:

- a. — Date, location and approximate time of the infraction;
- b. — The ordinance violated and a brief description of the infraction;
- c. — The amount of the administrative penalty imposed for the infraction;

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- d. — Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;
 - e. — Instructions on how to appeal the citation; and
 - f. — The signature of the animal control officer.

The failure of the administrative citation to set forth all required contents shall not affect the validity of the proceedings.

~~(3) — Service of administrative citation.~~

- a. — If the person who has violated the county animal control ordinance is present at the scene of the infraction, the BCAS officer shall attempt to obtain his signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.
- b. — If the owner, occupant or other person who has an infraction of a county animal control ordinance is a business, and the business owner is on the premises, the BCAS officer shall attempt to deliver the administrative citation to him/her. If the BCAS officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
- c. — If no one can be located at the property where the infraction occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The administrative citation shall be mailed to the property address and/or the address listed for the owner on the last county equalized assessment roll. The administrative citation shall also be mailed to any additional addresses for the owner in department records.

~~(4) — Administrative penalties.~~

- a. — The penalties assessed for each infraction of a county animal control ordinance shall not exceed the following amounts:
 - i. — One hundred dollars (\$100.00) for a first infraction;
 - ii. — Two hundred dollars (\$200.00) for a second infraction of the same administrative abatement order within one year; and
 - iii. — Five hundred dollars (\$500.00) for each additional infraction of the administrative abatement order within one (1) year.
- b. — If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.
- c. — Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.
- d. — The penalties assessed shall be payable to the Beaufort County Animal Control Services.
- e. — Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.
- f. — Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Beaufort County Magistrate Court.

~~(5) — Administrative appeal of administrative citation.~~

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- a. — Notice of appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the BCAS. The written notice of appeal must be filed within twenty (20) days of the service of the administrative citation set forth in subsection (3) above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on county forms and shall contain the following information:
- i. — A brief statement setting forth the appellant's interest in the proceedings;
 - ii. — A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;
 - iii. — An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;
 - iv. — The notice of appeal must be signed by the appellant;
 - v. — A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the administrative appeal will be scheduled; and
 - vi. — Indigence must be proved to have the deposit waived.
- b. — Administrative hearing of appeal. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:
- i. — Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten (10) days before the hearing to the person requesting the hearing.
 - ii. — The administrative hearing regarding the administrative citation shall be held before the public safety director, or a designee. The hearing officer shall not be the investigating BCAS officer who issued the administrative citation or his/her immediate supervisor. The BCAS director may contract with a qualified provider to conduct the administrative hearings or to process administrative citations.
 - iii. — Conduct of the hearing. The investigating BCAS officer who issued the administrative citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating BCAS officer's file may be admitted in support of the administrative citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.
 - iv. — Hearing officer's decision. The hearing officer's decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one (1) time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the circuit court.
- (6) — *Appeal to circuit court.* Any person who receives an unfavorable decision from the decision of an administrative appeal may file an appeal with the circuit court in Beaufort County. The appeal to circuit court must be filed within thirty (30) days of the notice of the administrative officer's decision being mailed to the recipient of an administrative citation.

(Ord. No. O-26-16, § 1(Exh. A), 7-26-16; Ord. No. O-12-22, 9-13-22)



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/10/2025
From: Scott Marshall, City Manager
Item Name: Resolution Opposing the Proposed Installation of Erosion Control Structures at 5 Cane Island Farm Road (R123 018 0000 076 0000)
Meeting Date: November 18, 2025
Department: City Managers Office

Background Information:

Introduction:

The South Carolina Department of Environmental Services, Bureau of Coastal Management (BCM) has received a critical area permit application from *Kane Island Development Company, LLC* for the installation of shoreline stabilization structures along the property located at 5 Cane Island Farm Road. This request is made in conjunction with current development underway on Upper Cane Island. The development is governed by a legacy PUD.

Background:

Concern has been raised by individual council members over the extensive, nearly mile-long, section of riprap that is proposed to be installed to protect the shoreline from erosion. The proposed project includes the installation of a total of 5,951 linear feet of riprap and 490 linear feet of 8.5-foot-tall wooden bulkhead along the shoreline.

The Resolution presented for consideration opposes the request, as submitted, and suggests the applicant, as well as any and all future developers, explore alternative shoreline stabilization solutions that incorporate living shoreline or hybrid techniques, consistent with best practices for coastal resource protection and long-term resilience.

Legal Authority:

Title 5, Chapter 7, Section 5-7-30 of the South Carolina Code of Laws.

Staff Recommendation:

Staff recommends that Council consider approval of this Resolution, which is consistent with Beaufort's long-supported environmental stewardship and preservation of the natural character of

its waterways, consistent with its Strategic Plan goals of managing growth and protecting natural resources.

Placed on Agenda For:

Action

Attachments:

1. Resolution Opposing Rip Rap on Kane Island

CITY OF BEAUFORT, SOUTH CAROLINA

RESOLUTION OPPOSING THE PROPOSED INSTALLATION OF EROSION CONTROL STRUCTURES AT 5 CANE ISLAND FARM ROAD (R123 018 0000 076 0000)

WHEREAS, the South Carolina Department of Environmental Services, Bureau of Coastal Management (BCM) has received a critical area permit application from *Kane Island Development Company, LLC* for the installation of shoreline stabilization structures along the property located at 5 Cane Island Farm Road, Beaufort, SC 29902, identified as R123 018 0000 076 0000; and

WHEREAS, the proposed project includes the installation of a total of 5,951 linear feet of riprap and 490 linear feet of 8.5-foot-tall wooden bulkhead along the shoreline, to be divided into the following segments:

- Area A: 1,385 linear feet (627 CY) of riprap
- Area B: 1,466 linear feet (633 CY) of riprap
- Area C: 514 linear feet (153 CY) of riprap and 490 linear feet (221 CY) of 8.5-foot-tall wooden bulkhead
- Area D: 2,096 linear feet (699 CY) of riprap; and

WHEREAS, the City of Beaufort acknowledges the importance of shoreline protection and the need to mitigate erosion along coastal properties; and

WHEREAS, the City further recognizes that large-scale hard armoring of shorelines through the use of riprap and bulkheads can have significant adverse impacts on coastal ecosystems, including loss of marsh habitat, alteration of natural sediment transport, and reduction of the ecological resilience of tidal environments; and

WHEREAS, the City of Beaufort has long supported environmental stewardship and the preservation of the natural character of its waterways, consistent with its Strategic Plan goals of managing growth and protecting natural resources; and

WHEREAS, the City Council believes that living shoreline methods—including the use of natural materials such as oyster reefs, native marsh plantings, coir logs, and other soft stabilization techniques—provide a more sustainable and ecologically balanced approach to erosion control that maintains water quality and habitat value.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beaufort, South Carolina, hereby expresses its opposition to the proposed installation of extensive riprap and bulkhead structures as described in the application submitted by *Kane Island Development Company, LLC*; and

BE IT FURTHER RESOLVED, that the City respectfully urges the South Carolina Department of Environmental Services, Bureau of Coastal Management, and the applicant to explore alternative shoreline stabilization solutions that incorporate living shoreline or hybrid techniques, consistent with best practices for coastal resource protection and long-term resilience; and

BE IT FURTHER RESOLVED, that the City of Beaufort further encourages any and all future development along its coastal and tidal areas to pursue ecologically friendly alternatives to hard armoring when seeking to mitigate erosion, in order to preserve Beaufort's natural beauty, ecological integrity, and community resilience; and

BE IT FINALLY RESOLVED, that a copy of this Resolution shall be transmitted to the South Carolina Department of Environmental Services, Bureau of Coastal Management, to be entered into the public record for the permit application referenced herein.

Adopted this 18th day of November, 2025, by the City Council of the City of Beaufort, South Carolina.

SIGNED:

Philip E. Cromer, Mayor

ATTEST:

Traci Guldner, City Clerk



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/12/2025
From: Scott Marshall, City Manager
Item Name: Resolution to approve a Memorandum of Understanding between the City of Beaufort and Beaufort County Regarding the 1st South Carolina Volunteers of African Descent Park
Meeting Date: November 18, 2025
Department: City Managers Office

Background Information:

Introduction:

Council is being asked to approve a Memorandum of Understanding (MOU) between the City and Beaufort County with regard to the 1st SC Volunteers of African Descent Park.

Background:

Under the MOU:

Both parties maintain access rights to the property.

The City and County commit \$100,000 and \$56,500 respectively toward creation of a comprehensive Master Plan.

The City will serve as lead entity for planning, contracting, and project management of improvements.

The County will review and approve all plans before implementation.

The City will maintain the property using standard practices until improvements are constructed.

The County will support the City's efforts to obtain grants following adoption of the Master Plan.

When bids for the design of the park were received, they came in over the budgeted amount of

\$100,000. Through negotiation, we were able to pare down the bid from the preferred vendor, Davis & Floyd, to \$156,500. Since the real property which comprises the park consists of parcels owned by the City, the County as Open Land Trust, County officials have indicated a willingness to fund the remaining \$56,500 over the city's budgeted amount of \$100,000. This item was successfully voted out of a County Council Natural Resources Committee and now awaits consideration by County Council as a whole on December 8 when they are expected to vote on the MOU.

A conceptual design is fundamental to the next steps of the project, which will include seeking grants and fundraising efforts with industry and private sources for the construction of the park.

Legal Authority:

Intergovernmental Agreements Authority – S.C. Code Ann. § 5-7-60

Staff Recommendation:

Staff recommends approval of the Resolution adopting the Memorandum of Understanding between Beaufort County and the City of Beaufort for the 1st South Carolina Volunteers of African Descent Park.

Placed on Agenda For:

Action

Attachments:

1. Resolution_Adopting_1st SC MOU (1)
2. 1412.0196 1st SCVAD Park MOU_FINAL_102925

Resolution No. __

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN BEAUFORT COUNTY AND THE CITY OF BEAUFORT REGARDING THE 1ST SOUTH CAROLINA VOLUNTEERS OF AFRICAN DESCENT PARK

WHEREAS, Beaufort County and the City of Beaufort collectively own a series of parcels along the south side of Boundary Street, totaling approximately 6.7 acres, as illustrated in Exhibit A attached to the Memorandum of Understanding (“MOU”); and

WHEREAS, in August 2023, Beaufort County and the City of Beaufort jointly resolved to name the collection of said parcels the “1st South Carolina Volunteers of African Descent Park,” recognizing the unique historical significance of the Union’s first Black regiment formed during the Civil War; and

WHEREAS, the Parties desire to collaborate on public access, passive recreation, and cultural interpretation improvements to appropriately honor and interpret this historic site; and

WHEREAS, the attached MOU sets forth the mutual understanding of the Parties regarding access to the property, financial contributions toward creation of a Master Plan, responsibilities for maintenance, project management, opportunities for grants, and other cooperative provisions; and

WHEREAS, the MOU further clarifies that the City will lead the planning, bidding, contracting, and project management efforts related to improvements, with Beaufort County serving as a participating stakeholder; and

WHEREAS, the City Council finds that entering into this MOU is in the best interest of the City and supports the long-term stewardship and interpretation of the 1st South Carolina Volunteers of African Descent Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEAUFORT, SOUTH CAROLINA, IN COUNCIL DULY ASSEMBLED, THAT:

1. The City Manager is authorized and directed to execute the MOU on behalf of the City of Beaufort and to take any and all necessary actions to implement its provisions.
2. This Resolution shall become effective immediately upon adoption.

ADOPTED this __ day of _____, 2025.

CITY OF BEAUFORT, SOUTH CAROLINA

ATTEST:

Mayor Philip Cromer

Traci Guldner, City Clerk

b. *Improvements.* The Parties will collaborate on the creation of a Master Plan for public access, passive recreation, and cultural interpretation improvements on the Property. The City will be the lead entity in bidding, contracting and project management for planning and construction of improvements. The County will be a stakeholder during the bidding, contracting, and project management for planning and construction of improvements. The County will review, comment, and approve all plans prior to implementation of said plans.

c. *Grants.* The County shall support the City's efforts to obtain grants for funding Property improvements, upon the completion and County approval of the Master Plan.

d. *Maintenance.* The City intends to maintain the Property on a regular schedule that follows other properties the City maintains as follows:

- a. Mowing/weed eating of grounds; and
- b. Blowing debris from the access drive and sidewalk; and
- c. Investigate and resolve any tree safety issues; and
- d. Pickup and removal of litter.

- 4. REPORTING AND CONTACTS.** All notices provided to be given under this MOU by either party to the other, shall be deemed to have been fully given when telephonic or written communication is made as follows:

County Contact:	City Contact:
Stefanie Nagid, Land Preservation Director	Raul Dominguez, CIP Director
124 Lady's Island Drive	1911 Boundary Street
Beaufort, SC 29907	Beaufort, SC 29902
(843) 255-2152	(843) 812-4160
snagid@bcgov.net	rdominguez@cityofbeaufort.org

- 5. INSURANCE.** The Parties will at all times maintain a policy of tort and/or general liability insurance in the same amount, and of the same nature and type, as it carries and pays for on all other public facilities which it has an ownership interest in.

- 6. DISPUTES.** The parties will work together in good faith to resolve any disputes related to this MOU.

7. OTHER PROVISIONS.

a. ***Mutual Cooperation.*** The Parties intend to cooperate with each other and use all reasonable efforts to cause the fulfillment of the terms and conditions of this MOU.

b. ***Amendment or Modification.*** This MOU cannot be amended or modified orally or by a single party. No amendment or modification to this MOU shall be made unless it is in writing and signed by both Parties to this MOU.

c. ***Enforceability.*** This MOU serves as a recital of the Parties intended plans for cooperative efforts of the Property. The Parties do not intend to create a binding contract by executing this MOU.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each provision hereof, the Parties have caused this MOU to be executed on the Effective Date.

BEAUFORT COUNTY

Michael Moore
County Administrator

CITY OF BEAUFORT

Scott Marshall
City Manager

Exhibit A

Property Parcel Map





City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/12/2025
From: Scott Marshall, City Manager
Item Name: Resolution authorizing the temporary waiver of parking fees in the Downtown Marina Parking Lot and delegating authority to the City Manager to set the end date of the Free Parking Period
Meeting Date: November 18, 2025
Department: City Managers Office

Background Information:

Introduction:

This resolution authorizes the temporary waiver of parking fees in the Downtown Marina Parking Lot beginning November 8, 2025, to support residents, visitors, and downtown businesses during the holiday season and to mitigate access impacts caused by the Charles–Craven Drainage Project and the temporary closure of the Bay/Charles Street intersection.

Background:

The resolution cites Council’s authority under SC Code § 5-7-30 to regulate parking facilities and fees. Because the duration of construction activity depends on field conditions, the resolution delegates authority to the City Manager to determine and adjust the end date of the free-parking period as needed.

The City Manager is additionally authorized to issue administrative directives—such as signage, public notice, and coordination with Downtown Operations and Finance—to implement the free-parking period. The resolution is effective retroactively to November 8, 2025.

Legal Authority:

South Carolina Home Rule Act – S.C. Code Ann. § 5-7-30

Staff Recommendation:

Staff recommends approval of the Resolution authorizing the temporary waiver of parking fees in the Downtown Marina Parking Lot and delegating authority to the City Manager to determine the appropriate end date of the free-parking period.

Placed on Agenda For:
Action

Attachments:

1. Resolution_Waiver_of_Parking_Fees_Downtown_Marina_Nov2025

RESOLUTION NO. ____
CITY OF BEAUFORT, SOUTH CAROLINA

**A RESOLUTION AUTHORIZING THE TEMPORARY WAIVER OF PARKING FEES IN THE
DOWNTOWN MARINA PARKING LOT AND DELEGATING AUTHORITY TO THE CITY
MANAGER TO SET THE END DATE OF THE FREE PARKING PERIOD**

WHEREAS, the City of Beaufort is undertaking the Charles–Craven Drainage Project to improve stormwater infrastructure and enhance resilience within the downtown area; and

WHEREAS, construction activities associated with this project have necessitated the temporary closure of the intersection of Bay Street and Charles Street, which has impacted access and circulation to downtown businesses and public destinations; and

WHEREAS, the City desires to support residents, visitors, and downtown businesses during the holiday season and to mitigate the impacts associated with the construction-related closure by temporarily waiving parking fees in the Downtown Marina Parking Lot; and

WHEREAS, pursuant to the City’s authority under South Carolina Code of Laws Section 5-7-30, City Council is empowered to regulate the use of public streets and parking facilities and to fix or waive fees; and

WHEREAS, the duration of construction activities is dependent on site conditions and progress, and flexibility is necessary to determine the appropriate end date of the free parking period.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Beaufort, South Carolina, in a duly assembled meeting, that:

1. Parking fees in the Downtown Marina Parking Lot shall be waived beginning Saturday, November 8, 2025.
2. The City Manager is hereby authorized and directed to determine the end date of the free-parking period, taking into account construction progress, access conditions, and the holiday season, and to adjust such end date as necessary to remain responsive to conditions associated with the Charles–Craven Drainage Project.

3. The City Manager or designee is further authorized to issue all necessary administrative directives to implement this Resolution, including public notifications, signage, and coordination with Downtown Operations and Finance.
4. All other parking regulations remain in effect unless otherwise lawfully modified by City Council or the City Manager pursuant to authority granted herein.

This Resolution shall be effective, retroactive to November 8, 2025.

ADOPTED this 18th day of November, 2025.

SIGNED

Philip Cromer, Mayor

Attest:

Traci Guldner, City Clerk



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/13/2025
From: Scott Marshall, City Manager
Item Name: A resolution empowering the City Manager to issue temporary licenses for the advertising and sale of merchandise on public property in Downtown Beaufort, South Carolina by Downtown Merchants and Retailers whose businesses may be adversely affected by construction associated with the Charles/Craven Street Stormwater Project
Meeting Date: November 18, 2025
Department: City Managers Office

Background Information:

Introduction:

This resolution authorizes the City Manager to issue temporary licenses permitting downtown merchants and retailers to advertise and sell merchandise on public property during construction related to the Charles/Craven Street Stormwater Project. The action is intended to support business continuity while normal access and visibility are disrupted, and it temporarily relaxes specific sections of the City Code that otherwise prohibit such activities.

Background:

Construction associated with the Charles/Craven Street Stormwater Project has resulted in the closure of portions of Charles Street and Bay Street, negatively affecting pedestrian and vehicular access to nearby businesses. Current City Code provisions—Sections 7-2002 and 7-2003 (prohibiting business advertising on public property) and Part 7, Chapter 9 (restricting merchandise sales on public spaces)—limit the ability of downtown retailers to compensate for this disruption.

To mitigate these impacts, the resolution empowers the City Manager to grant temporary exemptions to these ordinance sections and issue licenses that clearly define allowed activities, restrictions, and duration. Businesses operating within the terms of an approved license will not be considered in violation of the applicable ordinances. The resolution becomes effective immediately upon adoption.

Legal Authority:

Staff Recommendation:

Staff recommends approval of the Resolution empowering the City Manager to issue temporary licenses allowing downtown merchants and retailers to advertise and sell merchandise on public property during the Charles/Craven Street Stormwater Project.

Placed on Agenda For:

Action

Attachments:

1. 1412.0200 Sidewalk Sales Resolution 11-18-25

Resolution 2025/32

**A RESOLUTION EMPOWERING THE CITY MANAGER TO ISSUE TEMPORARY
LICENSES FOR THE ADVERTISING AND SALE OF MERCHANDISE ON PUBLIC
PROPERTY IN DOWNTOWN BEAUFORT, SOUTH CAROLINA BY DOWNTOWN
MERCHANTS AND RETAILERS WHOSE BUSINESSES MAY BE ADVERSELY
AFFECTED BY CONSTRUCTION ASSOCIATED WITH THE CHARLES/CRAVEN
STREET STORMWATER PROJECT**

WHEREAS, certain portions of Charles Street and Bay Street in downtown Beaufort have been closed to pedestrian and vehicular traffic as a result of the work being done on those streets associated with the Charles/Craven Street Stormwater Project;

WHEREAS, the above-referenced street closures may have an adverse effect on the business of merchants and retailers adjacent to the portions of the streets which are closed;

WHEREAS, downtown merchants and retailers, and their ability to continue their business operations, are vitally important to the economy and sense of place of Beaufort;

WHEREAS, Sections 7-2002 and 7-2003 of the City of Beaufort's Code of Ordinances (hereinafter "Code") disallow business advertising on public property;

WHEREAS, Part 7, Chapter 9 of the Code regulates sidewalk and only allows for the sale of food, beverages, or merchandise in public spaces if certain requirements are met;

WHEREAS, it is important that the City Manager be able to work with downtown merchants and retailers in an effort to ensure the continuance of their business operations during the construction associated with the Charles/Craven Street Stormwater Project;

WHEREAS, the City Manager should be empowered to grant exemptions to any City ordinance which regulates advertisement and sales on public property and to issue temporary licenses allowing for the advertisement and sale of merchandise on public property to ensure the continuance of downtown merchants' and retailers' business operations; and

WHEREAS, the City Council of the City of Beaufort, South Carolina (hereinafter "City Council") finds that it is in the best interest of the City and its residents to empower the City Manager to take such actions as are necessary to allow for the continued business operations of downtown merchants and retailers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority thereof, that while construction associated with the Charles/Craven Street Stormwater Project is ongoing, the City Manager may issue downtown merchants and retailers a license to advertise and sell their merchandise on public property. Any such license issued by the City Manager shall clearly describe the nature of the license granted and clearly state any restrictions associated with the grant of the license, to include without limitation the period

of time for which the license will have effect. During the period of time that any such license is in effect and the licensee remains compliant with the provisions of the license, the licensee will not be found to be in violation of Sections 7-2002 and 7-2003 of the Code or Part 7, Chapter 9 of the Code.

Adopted this 18th day of November, 2025.

Philip E. Cromer, Mayor
City of Beaufort, South Carolina

Attest:

Traci Guldner, City Clerk
City of Beaufort, South Carolina



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/13/2025
From: Scott Marshall, City Manager
Item Name: Approval of order denying Beaufort Redevelopment Incentive Program Appeal
Meeting Date: November 18, 2025
Department: City Managers Office

Background Information:

Introduction:

City Council is asked to consider and affirm the attached Order denying the appeal submitted by David Hornsby and HD Company, LLC regarding the City's denial of a property tax reimbursement request under the Beaufort Redevelopment Incentive Program. The appeal concerns whether the appellants were entitled to reimbursement for taxes associated with development that occurred on a parcel they once owned but later sold prior to any construction. After holding a formal appeal hearing on October 14, 2025, reviewing written submissions from both parties, and applying the requirements of the Redevelopment Ordinance, City Council unanimously voted to deny the appeal. The attached Order reflects the Council's findings, legal analysis, and final determination.

Background:

In 2019, the City's former Economic Development Director issued a letter identifying several parcels as qualifying for participation in the Redevelopment Incentive Program, including a parcel later subdivided by HD Company, LLC. In 2020, before any development occurred, HD Company sold the subdivided parcel to Refuel Operating Company, LLC; that owner later constructed a gas station on the site. The improved property was subsequently sold to Getty Leasing, Inc., which paid the 2024 property taxes associated with the new development.

HD Company later sought reimbursement under the Program for taxes paid by Getty Leasing, asserting continued eligibility based on the 2019 letter. The City denied the request, finding that the Program requires (1) the property owner seeking reimbursement to be the one who constructed the qualifying improvements, and (2) the reimbursement to be limited to taxes actually paid by the qualifying property owner. Because HD did not construct the improvements, did not own the property when development occurred, and did not pay the taxes in question, the

City determined that reimbursement was not legally permissible.

Pursuant to Section 5-2022(d) of the Redevelopment Ordinance, the Appellants appealed this determination to City Council. At the October 14, 2025 appeal hearing, both parties presented testimony and arguments. After review of all evidence and ordinance requirements, City Council found that the property had lost any prior qualification status when HD failed to develop it before selling it, that the ordinance prohibits reimbursement to anyone other than the taxpayer who developed the property, and that the controlling provision cited by the Appellants (§5-2024) had been repealed before any qualifying construction occurred. Council therefore denied the appeal.

Legal Authority:

S.C. Code Ann. § 5-7-30, municipal councils are granted broad authority to enact ordinances and establish administrative procedures necessary for the “good order, safety, and general welfare” of the municipality.

S.C. Code Ann. § 5-7-250, City Council may determine the manner in which any decision, determination, or administrative action may be appealed within the municipality.

City of Beaufort Code of Ordinances, Chapter 5, Article C - Redevelopment Incentive Program

Staff Recommendation:

Staff recommends that City Council approve the attached Order denying the appeal submitted by David Hornsby and HD Company, LLC and affirm the City Manager’s original determination regarding ineligibility for reimbursement under the Beaufort Redevelopment Incentive Program.

Suggested Motion Language

“I move that City Council approve the Order denying the appeal submitted by David Hornsby and HD Company, LLC and affirm the City Manager’s determination that the Appellants are not eligible for reimbursement under the Beaufort Redevelopment Incentive Program, as outlined in the Redevelopment Ordinance and reflected in the Order presented to Council.”

Placed on Agenda For:

Action

Attachments:

1. Draft Order Denying Hornsy Appeal

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

In re: Appeal of HD Acquisition Company,
LLC

DAVID HORNSBY and HD COMPANY,
LLC,

Appellants,

v.

THE CITY OF BEAUFORT,
SOUTH CAROLINA

Respondents.

**ORDER DENYING BEAUFORT
REDEVELOPMENT INCENTIVE
PROGRAM APPEAL**

This matter came before the City Council of the City of Beaufort, South Carolina (the “City Council”) for hearing on October 14, 2025, on the appeal of David Hornsby and HD Company, LLC (the “Appellants”) of the denial of a property tax reimbursement request submitted by the Appellants to the City of Beaufort, South Carolina (the “City” or the “Respondent”) under the Beaufort Redevelopment Incentive Program (the “Program”) governed by Beaufort City Code Sections 5-2021 through 5-2028 (the “Redevelopment Ordinance”).¹ William B. Harvey III, Esq. appeared at the hearing on behalf of the Appellants. Benjamin T. Coppage, Esq., Beaufort City Attorney, appeared at the hearing on behalf of the City. Virginia P. Bozeman, Esq., was present for City Council. For the reasons set forth herein, the appeal is **DENIED**.

FACTS AND PROCEDURAL HISTORY

On July 24, 2019, David Prichard, the City’s Economic Development Director at the time, sent a letter to the Appellants referencing the Program that stated:

¹ The Redevelopment Ordinance as it existed in 2019 governs this appeal. The City repealed the Redevelopment Ordinance on April 14, 2020.

We have received your Redevelopment Incentive applications for the following parcels:

R120 026 000 0187 0000 Home 2 Suites site

R120 026 000 0189 0000 Tru Hotel & Substation Sandwich Shop site

R120 026 000 0160 0000 To be developed

According to Section 5-2024 of the United Development Ordinance (UDO), the above parcels qualify for the Redevelopment Incentive Program as defined in Section 11.2 of the UDO (US 21 Design District).

Once your tax bill has been assessed for each parcel (Tax notice should include the building), please submit your receipt (with the tax breakdown) to the City of Beaufort for reimbursement of the “City of Beaufort Operations” and “City of Beaufort Debt” charges.

(Letter from D. Prichard dated July 24, 2019 (the “Prichard Letter”)).

In 2020, the parcel identified as TMS No. R120 026 000 0160 0000 and described in the Prichard Letter as “to be developed” was subdivided, creating a new parcel identified as TMS No. R120 026 000 0191 0000 (the “Subdivided Parcel”). HD Acquisition Company, LLC sold the Subdivided Parcel to Refuel Operating Company, LLC on January 28, 2020, at which time it remained vacant and undeveloped. In 2023, while owned by Refuel Operating Company, LLC, a gas station was built on the Subdivided Parcel. Refuel Operating Company, LLC then sold the now developed Subdivided Parcel to Getty Leasing, Inc. on October 24, 2023. The taxes associated with the improvement were assessed on the 2024 property tax bill and paid by Getty Leasing, Inc.

The Appellants subsequently requested a reimbursement for the property taxes paid by Getting Leasing, Inc. under the Program, relying on the Prichard Letter as its qualification for the incentive. The City denied this reimbursement request on August 21, 2025, stating:

The provisions of the program in place at the time of the approval allowed for reimbursement to the property owner responsible for new construction for all city real property taxes paid by the owner attributable to the new development. § 5-

2024. So, to be eligible for the reimbursement the owner had to be responsible for the new construction and pay the taxes. HD was not responsible for the new construction on the property. HD has not paid any taxes attributable to the new construction. Since HD has made no such tax payment, it is impossible to “reimburse” it for the same.

Mr. Prichard’s 2019 letter did not entitle HD to reimbursement for taxes paid by subsequent owners of the property. Also, since HD did not develop the property and there was no new construction until 2022, the property was disqualified from the program. See § 5-2022(h). The provision under which the qualification was granted, § 5-2024, was repealed on April 14, 2020. As such, no party is entitled to reimbursement since there was no new construction prior to that date.

(Email from B. Coppage to B. Harvey dated August 21, 2025).

The Appellants subsequently submitted a letter of appeal to the City dated August 27, 2025, citing these grounds for appeal:

1. This property, the development thereon, and the payment of the tax rebate incentive by the City to HD Company qualifies under the City Ordinances;
2. This application, the qualification of this and other property, and the payment of incentives for development of the 3 parcels, has been approved (and in 2 instances paid) by the City to this applicant;
3. This erroneous determination will impact the pending development of other parcels contained in the properties previously approved by the City and David Prichard.

(B. Harvey appeal letter dated Aug. 27, 2025).

The appeal was set for hearing before City Council on October 14, 2025. Prior to the hearing, the Appellants additionally submitted a brief setting out its legal arguments that included the appeal letter, the Prichard Letter, two development plats, documentation of prior tax reimbursements under the Program, and the 2024 property tax bill for which it seeks reimbursement as exhibits. The City also submitted a legal brief. All documents were provided to City Council for review in advance of the hearing.

This appeal is governed by Section 5-2022(d) of the Redevelopment Ordinance, which states:

Any property owner aggrieved by the city manager's determination² of whether that property owner's property qualifies hereunder may appeal to the city council by filing a letter with the city clerk setting forth the ground(s) for the appeal within ten (10) days of the city manager's determination. Council shall thereafter consider that appeal at its next regularly scheduled meeting. Council may consider any information presented by the aggrieved property owner and the city manager in making its determination as to whether the property in question qualifies for the program.

(Redevelopment Ordinance § 5-2022(d)).

After adopting hearing procedures and in accordance with the requirements of the Redevelopment Ordinance, the hearing before City Council went forward as scheduled on October 14, 2025, at which time the Appellants and the City were each given five minutes to make an opening statement. Mr. Hornsby and Mr. Bill Prokop, former City Manager, testified on behalf of the Appellants. Mr. Prichard testified on behalf of the City. The Appellants and the City then had five minutes to make closing statements. At the conclusion of the hearing, the City Council found the Redevelopment Ordinance, specifically Sections 5-2021, 5-2022, and 5-2024 thereof, does not justify the request for reimbursement, so it unanimously approved a motion to deny the appeal.

LEGAL ANALYSIS

The Redevelopment Ordinance defines the Beaufort Redevelopment Incentive Program as:

A program established for the following public purposes: Increase the occupancy of empty/vacant commercial buildings, encouragement of greater development and density in Beaufort's downtown, encouragement of student housing and affordable housing, and encouragement of annexation of property into Beaufort's city limits. The program will reimburse **property owners** for city taxes that are associated with an owner's occupancy of certain previously empty/vacant buildings, an owner's development of downtown property, an owner's development of student housing, an owner's development of an accessory dwelling unit, and an owner's annexation of property into the city limits. Reimbursement of these taxes will be promised and paid in order to encourage property owners to accomplish the program purposes. The realization of these goals will promote the public health, safety, morals, general welfare and security, prosperity, and contentment of the citizens of Beaufort.

² Section 5-2022(c) of the Redevelopment Ordinance requires the city manager or his/her designee to determine whether a property qualifies for the Program. Here, the designee was Mr. Coppage.

Hereinafter, the Beaufort Redevelopment Incentive Program will be referred to as “the program.”

(Redevelopment Ordinance, § 5-2021(b)) (emphasis added). Importantly, the Redevelopment Ordinance defines “property owner” as “any person, persons, or entity with legal title to the property in question.” (Redevelopment Ordinance, § 5-2021(j)). The Redevelopment Ordinance then establishes the following criteria for qualification:

Qualification for the program is contingent upon a change in use, condition, and/or status of an owner’s property . . . No person or entity other than the qualifying property’s bona fide owner may receive reimbursement for taxes paid. No property may qualify for the program more than one (1) time or under more than one (1) section.

(Redevelopment Ordinance, § 5-2022(b)). Consistent with the contingency language at the outset of this provision, if the property owner fails to develop its qualifying property, that property loses its qualification status and becomes ineligible for the tax rebate. (Redevelopment Ordinance, § 5-2022(h) (property approved under the program is subject to disqualification if “no development or renovation is actually accomplished”)). Moreover, the City is prohibited from reimbursing a property owner for taxes that were not paid by that property owner or do not relate to a qualifying property. (Redevelopment Ordinance, § 5-2022(f) (“In no event will the city’s development incentives to any property owner exceed the city’s projected or actual payments made to the city by that property owner.”); Redevelopment Ordinance, § 5-2022(h) (property approved under the program is subject to disqualification if “the taxes asserted by an owner do not actually relate to a qualifying property”).

Here, the Appellants assert the Subdivided Parcel continues to qualify for the Program under Section 5-2024 of the Redevelopment Ordinance, which allows “[t]he property owner responsible for qualifying new construction . . . [to] be reimbursed for all city real property taxes paid by the owner on the relevant property attributable to the new development on that property

for a maximum period of (3) years.” (Redevelopment Ordinance, § 5-2024). This qualifying new construction must take place within designated redevelopment corridors within municipal limits. *Id.* The definition of “[n]ew construction” used in the Redevelopment Ordinance includes “[c]onstruction of new buildings on previously vacant sites.” (Redevelopment Ordinance, § 5-2021(i)(1)).

The facts before City Council indicate that if the Subdivided Parcel did at one point qualify for the Program based on the Prichard Letter, that property lost its qualification status when HD Company, LLC failed to develop the property prior to selling it to Refuel Operating Company, LLC on January 28, 2020. Moreover, even if the Subdivided Parcel continued to qualify for the Program when it was eventually developed in 2023, the Redevelopment Ordinance does not provide a mechanism by which an individual or entity other than the property owner paying the property taxes attributable to that development can receive the tax rebate. Indeed, Section 5-2022(b) of the Redevelopment Ordinance expressly prohibits the City from reimbursing anyone other than the taxpayer, and then only in amounts equal to or less than the amount actually paid by that taxpayer. The Appellants simply do not own qualifying property entitling them to the tax rebate sought and have not paid property taxes subject to reimbursement under the Program. Thus, Mr. Coppage, as the individual designated by the City Manager to make the underlying determination, properly denied the reimbursement request made on behalf of the Appellants.

CONCLUSION

After careful consideration of the materials submitted in support of and in opposition to this appeal, the evidence presented and arguments made at the hearing held October 14, 2025, and the mandates of the Redevelopment Ordinance, for the reasons set forth above, the City Council of the City of Beaufort, South Carolina, duly assembled this 18th day of November 2025 and by

authority of the same, hereby denies the Beaufort Redevelopment Incentive Program appeal submitted on behalf of David Hornsby and HD Company, LLC and affirms the underlying determination made by Benjamin T. Coppage, Esq., as the designee of the City Manager.

IT IS SO ORDERED.

PHILIP E. CROMER, MAYOR

Attest:

TRACI GULDNER, CITY CLERK



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 11/12/2025
From: Scott Marshall, City Manager
Item Name: Reappointment of Dick Stewart to the Beaufort Jasper Housing Trust
Meeting Date: November 18, 2025
Department: City Managers Office

Background Information:

Introduction:

The purpose of this item is to seek City Council's approval to reappoint Mr. Dick Stewart to the Beaufort Jasper Housing Trust.

Background:

Mr. Stewart is completing his first 3-year term as the City's appointed representative to the Board of the Beaufort Jasper Housing Trust, a body to which he currently serves as its Chairperson. The dates of this term are January 2023 to January 2026.

He is eligible for another 3-year term, January 2026-January 2029.

Board members are able to serve 3 consecutive, 3-year terms in accordance with bylaws.

Legal Authority:

South Carolina Municipal Home Rule Act – S.C. Code Ann. § 5-7-30

Staff Recommendation:

Given that this is an appointment to a body external to the City, and that the Beaufort Jasper Housing Trust has demonstrated steady progress in initiatives to provide additional affordable housing in the region, as well as to successfully partner with the City in its Home Repair Assistance Program under Mr. Stewart's leadership, staff recommend direct reappointment for an additional 3-year term.

Recommended Motion Language:

"I move to reappoint Mr. Dick Stewart as the City of Beaufort's representative on the Board of the Beaufort Jasper Housing Trust for a 3-year term to commence in January 2026."

Placed on Agenda For:

Action

Attachments:

None