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Webinar ID: 874 1799 5714



City of Beaufort
1911 Boundary Street
Beaufort Municipal Complex
Beaufort, South Carolina 29902
(843) 525-7070
City Council Regular Meeting Agenda
March 10, 2026

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 - Council Chambers, 2nd Floor - 6:00 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. Presentations**
 - A. Presentation of a Time Capsule by the Historic Beaufort Foundation and the Lafayette Bicentennial Planning Committee to commemorate Beaufort's celebration of the visit of the Marquis de Lafayette on March 18, 1825
- IV. 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](#)
- V. Meeting Agenda Approval**
- VI. Proclamations/Commendations/Recognitions**
 - A. Character Education Proclamation, Hilario Lopez Gomez, Beaufort High School
 - B. Developmental Disabilities Awareness Month
- VII. Public Hearing**
 - A. Community Development Block Grant (CDBG) 2026 Needs Assessment
- VIII. 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 for co-sponsorship from Meadowbrook Church for the use of Whitehall Park to host a Sunrise Easter Service on Sunday, April 5, 2026, from 6:00 am to 8:30 am
- L. Request from Beaufort Area Hospitality Association to host the Oyster Boogie 5k Run/Walk on Saturday, January 16, 2027, from 6:30 am to 11:00 am with street and bridge closures. Use of Marina Lot and existing 5k route
- M. Request from the First Scots Presbyterian Church/First African Baptist Church for co-sponsorship for the use of the Henry C. Chambers Waterfront Park on Sunday, April 5, 2026, from 6:00 am to 9:00 am to host Easter Sunrise Service
- N. Request for co-sponsorship from Friends of Caroline Hospice to host Release & Remember Event in Henry C. Chambers Waterfront Park on Saturday, April 25, 2026, at 9:00 am to 12:00 pm

IX. Minutes

- A. Worksession - January 27, 2026
- B. Regular Meeting - February 10, 2026
- C. Capital Projects Quarterly Workshop - February 17, 2026
- D. Worksession - February 24, 2026

X. Old Business

- A. An ordinance to amend Part 8, Chapter 2, Parking, of the City of Beaufort Code of Ordinances - Second Reading

XI. New Business

- A. Request for co-sponsorship of the Henry C. Chambers Waterfront Park by the Beaufort Area Hospitality Association to host the 2027 Oyster Festival, January 16 and 17, 2027. Also requested is access to Public Works resources, including fencing,

water, and electrical support, request to sell beer and wine during festival hours, waiver of loud and unseemly noise, and waiver of fees for Police, Fire, and EMS

- B. Request for co-sponsorship of Henry C. Chambers Waterfront Park for the Beaufort Area Hospitality Association's New Year's Eve Fireworks Display on December 31, 2026, at 9:00 pm, approval of the fireworks display, and unseemly noise
- C. Request from Downtown Operations for use of the Marina Parking Lot and Craft Market Lawn from June 28, 2026 through July 5, 2026 for a Carnival with amusement rides to be held Thursday and Friday , July 2-3, 2026 5pm - 10 PM to July 4, 2026 3 PM - 10 PM. Request of Waiver of Noise Ordinance, Regulation of Food Truck Ordinance, Business License Fees and Police, Fire and Public Works services
- D. An ordinance to amend Part 9, Chapter 1, Section 9-1008, Loud and Unseemly Noise, of the City of Beaufort Code of Ordinances - First Reading
- E. An ordinance to amend Part 7 of the Code of Ordinance of the City of Beaufort, South Carolina, and Section 3.6.2.C.2 of the Beaufort Development Code to adopt provisions regarding Short-Term Rentals - First Reading
- F. An ordinance to amend Chapters 2 and 3 of Part 6 of the City Code of Ordinances to revise sections relating to Weeds, Litter, Trash and other matters related thereto - First Reading
- G. Ordinance amending Part 6 – Health and Sanitation, Chapter 6 – Single-Use Plastic Bags - First Reading
- H. An Ordinance Authorizing the City Manager to Execute a Purchase and Sale Agreement Between the City of Beaufort, South Carolina, and Clarendon Farms, L.L.C., for the Sale of Approximately 31.79 Acres Located at 90 Schork Road (Tax Parcel R120 020 000 0269 0000); and Other Matters Related Thereto - First Reading
- I. A resolution of the City Council of the City of Beaufort, South Carolina, prioritizing transportation projects for submittal to Beaufort County's Transportation Advisory Committee in consideration on a 2026 Transportation Sales Tax Referendum
- J. Authorization to allow the City Manager to enter into a Contractual Agreement for the Pigeon Point Drainage Study Project
- K. An Ordinance to amend City of Beaufort Ordinance 2025/13 Regarding the fiscal year 2025-2026 City of Beaufort budget to provide for the revenue and expenditures of Parks and Tourism Fund and Capital Projects Fund and Amend Freedom of Information Act (FOIA) Fee Schedule- First Reading
- L. Authorization to allow the City Manager to enter into a Contractual Agreement for Marina Day Dock Project
- M. Authorization to allow the City Manager to enter into a Contractual Agreement for Now We Know! Program
- N. Appointments to Boards, Commissions and Committees - Cultural District Advisory

Board

XII. 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](#)

XIII. Reports

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

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

XV. 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, Hilario Lopez Gomez was selected as the winner by Beaufort High School as the student of the month.

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

HILARIO LOPEZ GOMEZ AS BEAUFORT HIGH SCHOOL STUDENT OF THE MONTH

The City of Beaufort thereby pronounces *Perseverance* as the word for the month of January and applauds Hilario Lopez Gomez, the Beaufort County School District, and Beaufort High School for their work and specifically honors Hilario Lopez Gomez as Beaufort High 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 10th day of March 2026.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk



PROCLAMATION

WHEREAS, more than 500,000 South Carolina residents and families are impacted by severe lifelong disabilities including autism, head injuries, spinal cord injuries, intellectual disabilities, and related disabilities; and

WHEREAS, people with lifelong disabilities are productive citizens, neighbors, and family members, deserving of respect and opportunities for economic self-sufficiency, independence, and personal growth; and

WHEREAS, South Carolinians with and without disabilities work together, play together, worship together, learn together, and grow together; and

WHEREAS, we owe a special debt of gratitude to the caregivers who selflessly provide physical, emotional, and spiritual support to our residents with disabilities and special needs; and

WHEREAS, the 2026 observance of Developmental Disabilities Awareness Month celebrates the successful partnership between people with and without disabilities as well as the increasing involvement of people in education, employment, and community activities.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims, March 2026 as

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

The City of Beaufort encourages all citizens to work together to promote increased opportunities for people with disabilities, to recognize the many contributions made by people with disabilities in our communities, and to honor the dedication of the caregivers who bring support and hope to their fellow citizens.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 10th day of March 2026.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

To: City Council

From: Traci Guldner

Agenda Item Title: Community Development Block Grant (CDBG) 2026 Needs Assessment

Meeting Date: 03-10-26

Department: City Manager

- I. INTRODUCTION – This is the annual Public Hearing done once a year by the Lowcountry Council of Governments. Tiffany Dantzler will be here to do the presentation.
- II. BACKGROUND -
- III. LEGAL AUTHORITY -
- IV. STAFF RECOMMENDATION -



2026 Community Development Block Grant (CDBG)

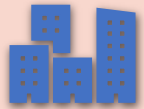
Program Year: April 1, 2026—March 31, 2027
Community and Economic Development

Strengthening People Strengthening Communities

CDBG Program Overview



The SC CDBG Program is designed to provide assistance to units of local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate income (LMI).



The CDBG program has been funded through the State since 1982 by the US Department of Housing and Urban Development (HUD) under Title I of the Housing Community Development Act of 1974 as amended (Title I).



The Annual allocation from HUD for the program is administered by the SC Department of Commerce – Division of Grant Administration.

SC has been allotted approximately \$20,158,365 in CDBG funds for 2026.

SC STATE CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT

Draft 2026 Action Plan

Written comments on the plan can be submitted from January 18, 2026-February 19, 2026, 5PM.

Email: ehuff@sccommerce.com

Mail: Lisa Huff

SC Department of Commerce
Business Incentives & Grants Administration
1201 Main Street, Suite 1600
Columbia, SC 29201

GRANT PROGRAM CATEGORIES

There are three broad grant program categories:

- **Community Development**
- **Business Development**
- **Regional Planning**



The Community Development Program is further broken down into several subcategories to address infrastructure, community facilities, and neighborhood priorities as follows:

Community Development Program

COMMUNITY INFRASTRUCTURE

\$8,000,000 est.

APPLICATION REQUEST **March 20, 2026**
APPLICATION DEADLINE **April 20, 2026**

WATER

SEWER

DRAINAGE

ROADS

MINIMUM FUNDING AMOUNT - \$50,000

MAXIMUM FUNDING AMOUNT -
\$1,000,000 est.

LOCAL PRIORITIES

\$2,000,000 est.

APPLICATION REQUEST **August 21, 2026**
APPLICATION DEADLINE **September 21, 2026**

ECONOMIC DEVELOPMENT

PUBLIC HEALTH & SAFETY, QUALITY OF
LIFE, AND SUSTAINABILITY

RESILIENCY AND NARROW THE DIGITAL
DIVIDE

MINIMUM FUNDING AMOUNT - \$50,000

MAXIMUM FUNDING AMOUNT - \$300,000

COMMUNITY ENRICHMENT

\$7,953,616 est.

APPLICATION REQUEST **August 21, 2026**
APPLICATION DEADLINE **September 21, 2026**

BROWNFIELD PROJECTS/DEMOLITION OBSOLETE
BUILDINGS

DOWNTOWN STREETScape IMPROVEMENTS*
PLANNING FOR REGIONAL INFRASTRUCTURE
(\$50,000 maximum)

LIBRARIES

PUBLICLY OWNED FACILITIES

TRANSPORTATION-ORIENTED PUBLIC FACILITIES

PUBLIC SAFETY FACILITIES/SERVICES

DEMOLITION VACANT, DILAPIDATED STRUCTURES
TO ADDRESS/SUPPORT CRIME PREVENTION

FIRE SUBSTATIONS OR FIRE TRUCKS

HEALTH CLINIC FACILITIES/EQUIPMENT

PUBLIC FACILITY MODIFICATIONS

NEW SIDEWALKS IN LMI AREAS

MINIMUM FUNDING AMOUNT - \$50,000

MAXIMUM FUNDING AMOUNT - \$750,000

Community Development Program

READY TO GO \$750,000

APPLICATION REQUEST ONGOING
APPLICATION DUE 30 DAYS AFTER REQUEST

**ACTIVITIES LISTED IN COMMUNITY
INFRASTRUCTURE & COMMUNITY
ENRICHMENT**

MINIMUM FUNDING AMOUNT - \$50,000
MAXIMUM FUNDING AMOUNT - \$500,000*
(*maximum waiver available)

NATIONAL OBJECTIVE

- **Benefit low-to-moderate income (“LMI”) Persons**
- **Aid in the prevention or elimination of slums or blight**
- **Meet other urgent community needs posing a serious threat to the health or welfare of the community**

10% MATCH REQUIREMENT FOR ALL PROJECTS

GRANT PROGRAM CATEGORIES

Business Development Program: \$250,000

This program provides financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy. Funding will be prioritized based on the following order:

1. New or expanding businesses tied to job creation
2. Area economic development activities not associated with job creation
3. New or expanding local businesses that provide essential goods and services in predominately LMI communities

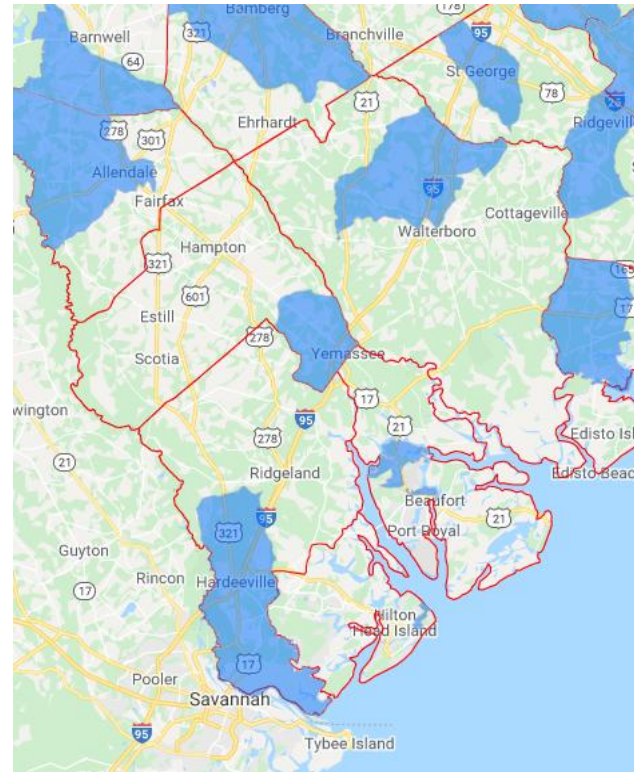
Regional Planning Program: \$500,000

This program is designed to provide CDBG funds to Councils of Governments to assist local governments in developing plans and building local community development capacity.

State TA & Admin: \$ 704,749

OPPORTUNITY ZONES

Projects located in Opportunity Zones will receive an additional 10 bonus points (scoportunityzone.com)



PERFORMANCE THRESHOLD

A unit of local government can apply for an additional Community Development grant if it has no more than two open CDBG grants (excluding Business Development or Regional Planning grants).

However, the open grants must not have exceeded a **30-month grant period**.

PERFORMANCE THRESHOLD



No more than one Streetscape project.



No more than one Ready to Go project.



No more than one project for the same general target area/neighborhood open at the same time, unless the current project is under construction.

FAIR HOUSING IS THE LAW

Also, as a part of the requirements of the program, the locality is expected to undertake activities that promote Fair Housing. Title VIII of the Civil Rights of 1968 stipulates that we all have the right to be treated fairly regardless of our **race, color, religion, sex, disability, familial status, or national origin.**

- In the sale and rental of housing
- In residential real estate transactions
- In the provision of brokerage services
- If you believe that you have been a victim of discriminatory housing practices, you have avenues by which the matter can be investigated.



Beaufort County and Lowcountry Council of Governments are committed to Fair Housing.

- For more information contact LCOG at **(843) 473-3990.**

LMI QUALIFIED

Beaufort County		<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
80% Limits		\$61,700	\$70,500	\$79,300	\$88,100	\$95,150	\$102,200	\$109,250	\$116,300
Colleton County		<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
80% Limits		\$38,100	\$43,550	\$49,000	\$54,400	\$58,800	\$63,150	\$67,500	\$71,850
Hampton County		<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
80% Limits		\$38,100	\$43,550	\$49,000	\$54,400	\$58,800	\$63,150	\$67,500	\$71,850
Jasper County		<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
80% Limits		\$42,600	\$48,650	\$54,750	\$60,800	\$65,700	\$70,550	\$75,400	\$80,300

2025 Income Limits effective June 1, 2025 (cdbgsc.com)

BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM

The Beaufort County/Lowcountry Regional HOME Consortium (LRHC) is comprised of the following counties: Beaufort, Colleton, Hampton, and Jasper and all 21 municipalities in the region.

BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM

TOP THREE OBJECTIVES:

**Rehabilitation of
substandard housing**

**Increase accessibility to
adequate and affordable
housing**

**Support the
development and
availability of safe,
decent, and affordable
housing**

BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM



Beaufort, Hampton, Colleton and Jasper Counties have areas that are in need of affordable housing, rehabilitation of substandard housing, and demolition of vacant/dilapidated houses.



As the housing stock ages, there becomes a greater need for rehabilitation of substandard houses and the number of vacant/dilapidated houses increases while increasing the number of persons at risk for homelessness.



Please give us a list of the priority housing needs for your area to be considered in our upcoming 2026-2027 Annual Action Plan to be submitted to HUD by April 30, 2026.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/04/2026
From: Brian Ranger, Capital Projects Director
Item Name: CIP Monthly Report
Meeting Date: March 10, 2026
Department: City Managers Office

Background Information:

Introduction:

Monthly Report for January 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. CIP Monthly Report

MEMORANDUM

To: City Council

From: Brian Ranger, CIP Director

Re: January Monthly Report

Project Updates

King Street:

- J.H Hiers continues working on waterline drop between the intersection of East & New
- Construction orange fencing (Temporary pedestrian walkway) was installed during January while King Street is closed.
- BJW&SA Water tie in planned for February 5th, pending BacT report
- J.H Hiers crews continues working on the installation of 48" RCP Storm Drainpipe between East and New Street
- 8" waterline is part of the additional BJWSA waterline scope. Longitudinal segments of waterline between East and New St replacement currently ongoing
- Exploratory potholing towards Pinckney St. Potter Construction Crews currently preparing work site for installation of additional waterline from Hamilton to Pinkney.
- Ongoing coordination and communication with residents continue regarding detours and alternative parking.
- City staff are conducting daily site visits.
- The City of Beaufort requested that J.H. Heirs begins working on Saturdays, February 25, 2026
- Dominion Gas field crews removed an abandoned 2" gas line at the intersection East & King.
- Exploratory potholing towards Pinckney St. Potter Construction Crews currently preparing work site for installation of additional waterline from Hamilton to Pinkney

- City of Beaufort in discussion with J.H. Hiers Contraction and Davis & Floyd in finding a solution to repair BJWSA water lines without negatively impacting King St project schedule.
- Archeologists on call as needed upon substantial discovery.
- Projected Completion Date 09/02/2026

Upcoming Utility Work & Traffic Impacts

- City in communication with Davis & Floyd, and J.H Hiers to survey as-builts, to begin 1/20.
- Delivery of sewer conflict structures began 1/23/25, expected to continue through mid-February.
- J.H Hiers submitted pricing to BJWSA for replacement of waterline on King from P16 to Pinckney Street. BJWSA reviewing 1/20 with Chief of Engineering and will report back.
- J H Hiers Drafting formal traffic control plan for intersection of Carteret St and King St. Work, will submit to SCDOT, then city for review once available
- J.H. Hiers contact Brockington on 1/23 to confirm planned excavation is on track for 1/26. DF to review contractual obligation regarding archeologist's on-site vs on call.

Charles/Craven – Gulf Stream Constructors, as of 1/22/2026 has set a total of Twenty sticks of 8' x 72" RCP pipe, currently waiting on additional pipe.

- Gulf Stream Contractors continued to backfill a top the previously installed 72" RCP. The Contractor compacted the final layer of the 57 Stone and will wrap it prior to placing the GABC first lift.
- The Contractor removed the previously installed well point system for relocation. The Contractor jetted in new well points farther north towards Structure B-17. The Contractor will complete the system installation on Monday.
- Brockington Archaeological monitoring team will be on site in the week of January 20, 2026, as Gulf Stream works in the sensitive area.

- SCI Inspector performed 6” density test on each lane of the Charles St & Bay St Intersection. Both tests met the compaction requirements for embankment lifts. These results are reported on the SCDOT Density Form
- Tree Trimming operations will begin on Tuesday January 27, 2026, at the intersection of Charles Street and Port Republic, at 8am, the COB Is actively notifying the merchants and residents along Charles Street.
- BJW&SA next water shut down is scheduled for the first week in February (Waiting Chris Graham on affected merchants and residents
- Gulf Stream Contractors will begin hauling GABC on Wednesday, January 21, 2026
- Gulf Stream Contractors has requested to close off the intersection of Port Republic Street and West Street on January 21, 2026, to set next manhole box
- An SCI representative was onsite as requested to perform observations as a Certified SCDOT Inspector.

Key Milestones & Findings

- 12/2–12/3/2025: Gulfstream Construction set MH-19; experienced flooding due to weather and King Tides.
- 12/5/2025: Archaeological monitoring identified a 19th-century brick drain system at Charles & Bay Streets.
- 12/15/2025: Discovered historic asphalt roadbed approximately 6 feet below current grade.
- 12/17/2025: Unexpected main water line discovered; work halted pending BJWSA coordination.
- 12/22–12/23/2025: BJWSA scheduled water shutdown (10:00 PM–2:00 AM) for main relocation.
- December 2025: Main electrical line discovered; relocation required.
- 01/07/2026: SCORE Team inspection scheduled (11:00 AM).
- 01/12/2026: Anticipated encounter with gas line requiring relocation.
- 01/23/2026 Gulfstream Construction set MH-17, experienced flooding due to overnight rainstorm.

- 02/01/2026 (approx.): Next water shutdown planned (15-day notification required). Gulfstream intends to complete five horizontal offsets concurrently during nighttime work.

Action Items / Coordination Needs

- Confirm coordination between BJWSA, City of Beaufort, SCORE, and public outreach.
- Waterline shutdown planned for the first week of February. Only affected residents/merchants will be notified; daytime work preferred if only a few affected
- Bay Street & Charles Street estimated intersection, reopening date January 28, 2026.

Wedges will be used to transition from road surface, 2-inch drops for horses and vehicular traffic until final surface is installed. Removal of overhead traffic post and arm is ongoing with SCDOT and McCormick & Taylor for intersection of Charles & Craven Street Address potential detour conflicts with King Street drainage project during February–March full work-zone shutdown.

Waterfront Park – Engineers are advancing conceptual designs for the future promenade. Materials will be presented to the Waterfront Advisory Committee (WAC) by January. McSweeney Engineers have moved into Phase 2 of analysis for the relieving platform.

Next WFAC meeting: January 12, 2026.

Day Dock –McSweeney Engineers submitted to South Carolina Department of Environmental Services on January 30, 2026

To remove the existing 6' x 114' and 6'x 70' floating docks adjacent to the existing boat ramp. To replace with a 6' x 115' ramp-parallel floating dock with externally guided piles. Additionally, a 10' x 144' ramp-perpendicular floating dock with internally guided piles, forming an “L” arrangement. The floating docks will be moored with the 13 existing pilings. The purpose is to increase the mooring capacity by allowing boats to moor on both sides of the floating docks

Waterfront Park Day Dock is planning on submitting a permit with South Carolina Department of Environmental Services

To Amend the permit to remove the existing shore parallel 6' x 48' access ramp on the waterfront platform. To install an 8' x 8' fixed aluminum platform supported by six 18" steel

pipe piles in front of the waterfront platform. Additionally, on the channel ward side of the platform, reinstall the existing 6' x 80' aluminum gangway leading to the existing 12' x 200 floating dock. On the landward side of the fixed platform, install a 4' x 45' aluminum gangway with 25 linear feet in critical area, to bypass the waterfront platform and provide access to the upland park. The purpose of this project is to restore public water access.

McSweeney Engineers has submitted temporary access permits for approval

Permitting Documents were submitted on January 14, 2026

Projects will need to be reviewed and advertised for 14 days

State and Federal agencies will review Documents; Approval Process could take up to three months. April/ May 2026

RFP could be run during permit review and after Public Notice is completed, with a contingency of a permit approval February /April time frame

Depending on timing of receiving approved permits, the contracts will need to be signed, minimum of 30 days.

Fabrication of the docks and ramps will be performed, once contracts have been awarded, could take 4 to 6 weeks, June 2026

Construction will take a few weeks and could possibly be completed in June/ July 2026

Washington St. Park

Beaufort Construction awarded Phase 2.

All Submittals for site furnishings and playground equipment have been submitted to the City for approval

Live oak tree trimming coordination initiated with Public Works.

Concrete Form board installation for sidewalks began 1/20/2026

Landscape Installation planned for middle of March

On site Meeting held on January 14th, 2026, with Davis & Floyd

Meeting with Peggy Simmer of the Taste of Beaufort Committee on 1/23/2026

Completion Date set for April 25, 2026

Southside Park Phase 2 –

Phase 2 layout under review by staff and council.

Project divided into five construction phases.

On site inspection with Davis & Floyd on January 14, 2026

Open Items

McPherson property line dispute Requested Status from Ben Coppage on January 16, 2026

1st SCVAD –

Davis & Floyd awarded \$156,000 planning and design contract on December 30, 2025.

Master Plan dated July 7, 2025, will guide design.

County approved MOU and contributed \$56,500 toward Master Plan and contract signed on 2/6.

Next meeting scheduled for March 12, 2026 at 2pm

Survey was completed Jan 26

Duke St – The City of Beaufort proposes improving drainage along two blocks of Duke Street between Bladen Street and Hamar Street in the City of Beaufort, SC, as part of a streetscape project. The existing pavement surface exhibits alligator cracking and portions of the sidewalk along Duke Street require repair. The existing storm sewer system is undersized by current standards. A portion of the storm sewer consists of older corrugated metal culvert pipe (CMCP), which will be replaced with properly sized reinforced concrete pipe (RCP). Vehicles currently park on vegetated surfaces along the street. The project will add parking areas constructed with permeable pavers.

Davis and Floyd are hoping to complete the Drainage design during the week of 1/26/2026

Davis and Floyd have submitted the drawings to all the utility providers, for them to identify and resolve potential conflicts.

Currently waiting for Dominion Energy (Gas) and BJW&SA re-location plans

Based on Engineering calculations a nonstandard sized drainage box will require a custom structural design due to non-standard dimensions, expected design completion, next week.

Sight triangle was reduced to 10 feet.

Conceptual drawings and DES permit submitted.

Engineered drainage and landscaping plans under SCDOT review.

Coordinating with utility providers: plans sent and responses received; a few conflicts identified, including water lines needing relocation.

Neighborhood meeting was held on January 16th

Pigeon Point Drainage Study–

A comprehensive drainage study is required to identify deficiencies, evaluate flooding, and develop a capital improvement plan.

The selected engineering firm will:

Conduct hydrologic and hydraulic analysis

Develop conceptual alternatives

Provide written recommendations and briefings to City officials

COB Awarded Davis & Floyd Engineering contract on January 16, 2026

CIP Team is exploring alternative funding sources.

Bayard St. – Project addresses failing drainage infrastructure serving Bayard, Duke, New, and East Streets.

Existing pipes have deteriorated and collapsed over time

Grant & Design Coordination

EPA STAG Grant requires semiannual performance reports (next due April 2026). EPA required separation of Davis & Floyd's services into:

1. Design
2. Bidding and Construction Administration

COB requested that Davis & Floyd provide a separate Construction Contract Agreement.

Coordination meeting was held on January 14, 2026 with Michael Horton, Christopher Major, and Sandra Rice, Davis and Floyd submitted the documents for the final phase of the project to the City of Beaufort. These materials included the Construction Documents, Bidding Documents, and the Construction Engineering and Inspection Documents.

Pigeon Point Landing – The permitting process begun on November 1, 2025, the review and issuing of the permit could take up to one year. Once the regulatory agencies permit process is completed, the plans will be presented to City Council and the City for approval. The city is aware of the neighborhood concerns regarding the proposed kayak launch and the potential increase in vehicular traffic.

The City of Beaufort is currently pursuing Funding sources.

West Street Extension Sidewalk Repair is scheduled for the second week of March

Carnegie Building Roof & Interior (Project #23008):

Awaiting permits and insurance documentation.

Anticipated start: March/April 2026.

Arsenal Walls & Windows Rehabilitation (Project #24009):

Construction planned concurrently with Carnegie project.

The City of Beaufort signed a contract with Meadors Architectural Conservation out of Charleston SC to provide design and conservation services for Arsenal Wall Repairs project.

Their proposal will be broken into four phases.

Phase 1. Window Assessment

Phase 2. Architectural Drawings and Specifications

Phase 3. Bidding and Procurement

Phase 4. Construction Administration



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/04/2026
From: Curt Freese, Community Development Director
Item Name: Community Development Monthly Report
Meeting Date: March 10, 2026
Department: Community Development Department

Background Information:

Introduction:

Monthly Report for January 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Community Development



CURRENT PROJECTS

JANUARY, 2026

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)**
- 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**
- Laundry Facility – 73 Schein Loop – **Issued 1/30/25**
- Washington Street Park – 1011 Washington Street – Addition/Renovations – **Issued 2/13/25**
- 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**
- Cherokee Brick – 3484 Trask Pkwy. – **Issued 7/30/2025**
- Upfit for The Vitamin Shoppe – 351B Robert Smalls Pkwy – **Issued 10/24/25**
- Small Parts Warehouse – 25 John Galt Road – **Issued 11/14/25**
- Walmart – 265 Sea Island Parkway – Addition/Renovations - **Issued 11/25/25**

COMMERCIAL (Pending)

- 3-Story Apt Bldg. w/1st Floor as Comm. – 211 Charles Street – **(Outstanding Items - extended)**
- Site Work for Warehouse – 123 Schork Road **(Outstanding Items)**
- Bath & Body Works – 331C Robert Smalls Parkway **(Under Review)**
- Mixed-use Bldg. - 119 Whitehall Drive – Café with 2 apartments **(Outstanding Items)**
- New Duplex - 1273 and 1275 Ribaut Road – 4 Units **(Under Review)**

SF RESIDENTIAL (New Construction) ISSUED within the last month

- None

SF RESIDENTIAL (New Construction) SUBMITTED within the last month

- 814 Distant Island Drive (Distant Island Subd)

- 1112 Salem Bay Drive (Salem Bay Subd)
- 1110 Salem Bay Drive (Salem Bay Subd)
- 1208 Kipling Drive (Salem Bay Subd)
- 695 Distant Island Drive (Distant Island Subd)

Historic Review:

Historic Review Board:

HRB (Historic Review Board) Scheduled:

- 1705 Duke Street – new two-story house with cottage

HTRC:

- 1407 Washington Street (Residential – c. 1890; contributing) – Proposal for additional living space to existing house (vacant) & new detached carriage house;
- 1511 King Street (Residential – c. 1900; contributing) – Proposal for construction of new detached carriage house;
- 1203 Bay Street (Commercial – c. 1800; contributing) – Proposal for enclosure of outside storage spaces associated with detached carriage house;
- 902 West Street (Residential – c. 1970; non-contributing) – Discussion about owner’s request to construct an addition to existing home;
- 604 King Street (Residential–Vacant lot) Discussion and approval of final set of revisions to conceptual plans and architectural drawings on new townhomes located in the Bladen Street Redevelopment Overlay District
- Corner of Duke & West St. (811 Duke St.) Vacant Request to develop new residential duplex; Submitted
- 1001 Greene St. Update by the Historic Beaufort Foundation (HBF) on latest stabilization and rehabilitation efforts regarding historic home renovation project in the Northwest Quadrant neighborhood ;

TRC:

- Bakery Space Addition to Sweetgrass Pantry & Provisions (208A West Street; PIN: R120 004 000 0915 0000) – Request for building/planning/zoning/etc. information and advice regarding addition of bakery space (192 sq. ft.) to current retail/grocery market (Sweetgrass Pantry & Provisions);
- Proposal for new multi-family apartment community “The Current-Beaufort” (208A West Street; PIN: R120 004 000 0915 0000) – Request for building/planning/zoning/etc. information and advice regarding proposed development of new multi-family apartment community (total of 288 units) off Old Salem Road (behind Grainger Nissan);

- Pre-Design Conference:
Discussion on architectural elevations and final community layout / development plat for proposed Townhome community (1026 Ribaut Road; PIN: R120 005 000 0236 0000);

PC (Planning Commission):

PC (Planning Commission)

- Discussion of Development Code Revisions, Chapter 4

ZBOA (ZONING BOARD OF APPEALS)

ZBOA (Zoning Board of Appeals) Scheduled:

- None

Tenant Change (Safety Inspections)

- 135 HillPointe Circle_ Proposed Bus: "Pointe Grand Apartments"
- 205 Ribaut Road_ Proposed Bus: Bail Bonds "Sinkler Bonding"
- 1808 Boundary Street_ Proposed Bus: Tattoo Studio "Black Moss Tattoo"
- 7 Robert Smalls Parkway_ Proposed Bus: Café and Bakery "Pure Café and Bakery"
- 3599 Trask Parkway _ Proposed Bus: Health Clinic "Clinica Hispana Beaufort"
- 2201 Boundary Street _ Proposed Bus: Massage Therapy "A Good Day Massage and Bodywork"
- 930 Bay Street _ Proposed Bus: Minibus Tours "All Ways Savannah"
- 928 Bay Street _ Proposed Bus: Retail "Curiosities"
- 2121 Boundary_ Proposed Bus: Music Lessons "The Cat's Meow Productions"
- 221B Scott Street _ Proposed Bus: Law Firm "The Brown Firm"
- 2728 Depot Road _ Proposed Bus: Landscape Maintenance "Landscape Workshop"
- 2015 Boundary Street _ Proposed Bus: Psychological Services "Beaufort Psychological Services"

• Permits

New Construction - Residential Dwellings & Commercial Structures 2026

Month	Single Family	Multifamily	Commercial	Permit Fees
Jan	8	0	0	\$21,431.40
Feb				
Mar				
Apr				
May				
Jun				
Jul				
Aug				

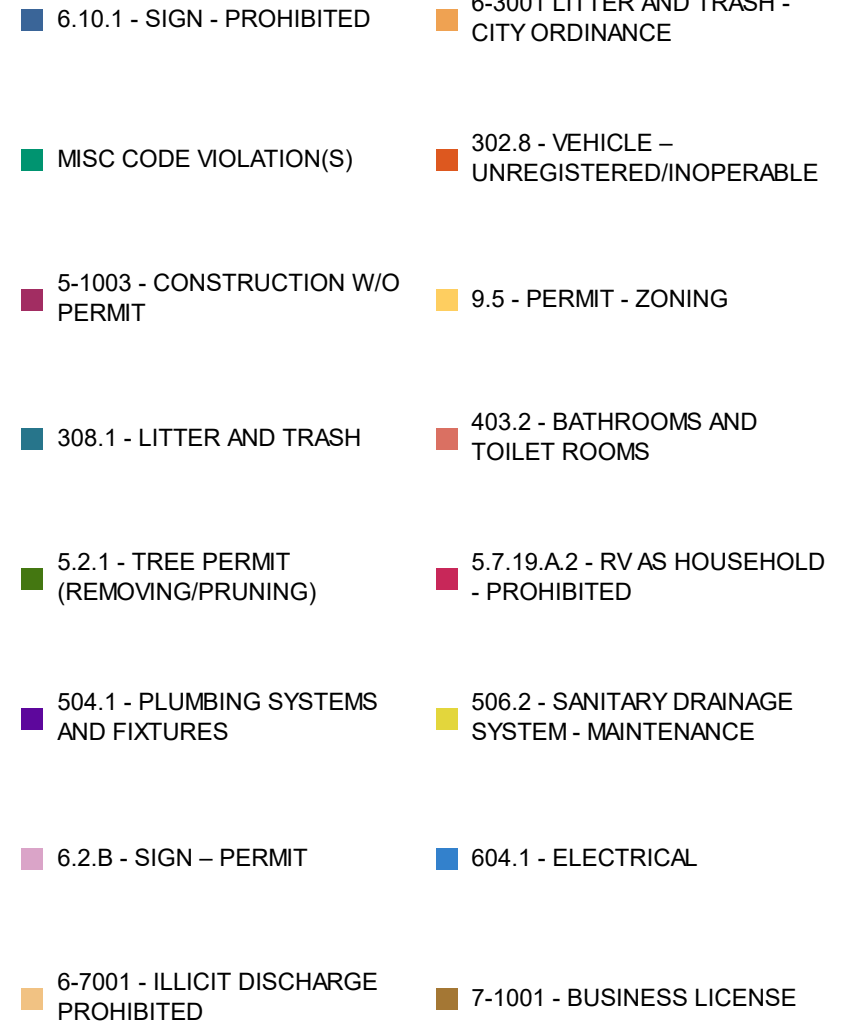
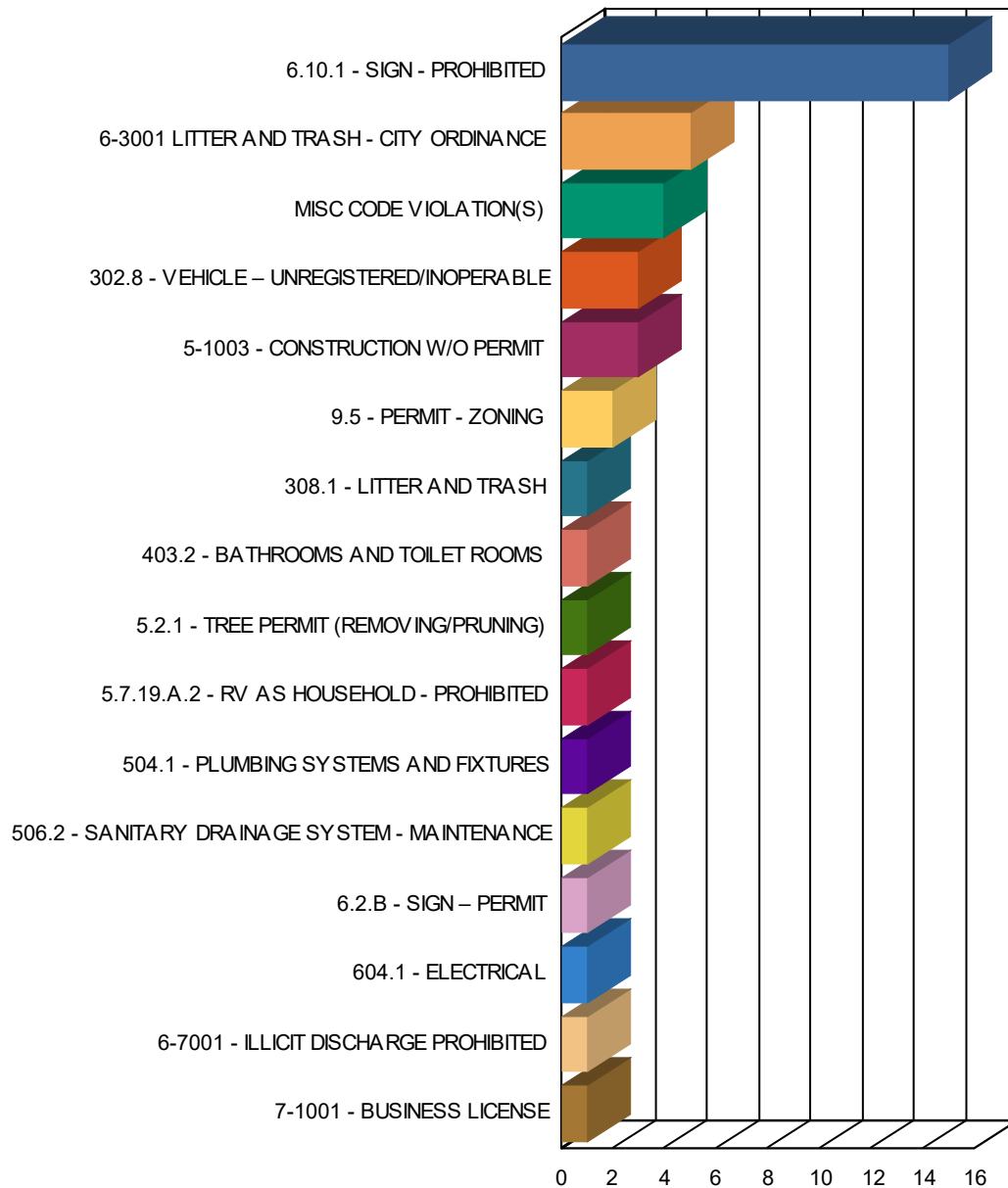
Sep				
Oct				
Nov				
Dec	0	0	0	0.00
Totals	8	0	0	\$21,431.40

Total Residential Units: 8

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

	2026	
Month	Total Permits	Permit Fees Collected
Jan	103	\$66,651.74
Feb		
Mar		
Apr		
May		
Jun		
Jul		
Aug		
Sep		
Oct		
Nov		
Dec		
Totals	103	\$66,651.74

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



CODE CASES OPENED BY VIOLATION (01/01/2026 TO 01/31/2026)

Case #	Case Type	Case Status	Project	District	Main Address	Parcel	Assigned To	Opened Date	Closed Date
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City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/04/2026
From: Linda Roper, Downtown Operations Director
Item Name: Downtown Operations Monthly Report
Meeting Date: March 10, 2026
Department: Downtown Operations

Background Information:

Introduction:

Monthly Report for January 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Downtown Operations

MAIN STREET BEAUFORT

January Monthly Report



Meetings & Events Attended:

Leadership Beaufort January Session: Participated in the January session gained 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.

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

Ribbon Cutting - Wellhouse Juice: Attended and facilitated the ribbon cutting ceremony to officially welcome Wellhouse Juice to the Beaufort business community.

First Friday Meeting: Hosted a coordination meeting with downtown businesses to review upcoming First Friday themes, logistics, and collaborative marketing efforts.

Execution & Planning:

First Friday Promotional Video: Coordinated with SK Signs & Designs to film and produce a promotional video supporting the February First Friday Window Contest, enhancing engagement and participation.

Ribbon Cutting - Kids in Parks/Downtown Connector: Collaborated with Friends of the Spanish Moss Trail and Beaufort County to plan a ribbon cutting celebrating the Kids in Parks initiative and the opening of the Downtown Connector, strengthening community connectivity and outdoor recreation access.

Main Street South Carolina Impact Report: Completed and submitted the annual Impact Report and required performance data to Main Street South Carolina, documenting economic impact, volunteer contributions, and program outcomes.

WHLI Filming: Filmed a segment with WHLI to promote upcoming downtown events and highlight Beaufort as a destination for residents and visitors.

Canva Basics Workshop for Small Businesses: Hosted a Canva Basics workshop to provide small businesses with practical tools to enhance their marketing efforts and improve digital and print branding capabilities.

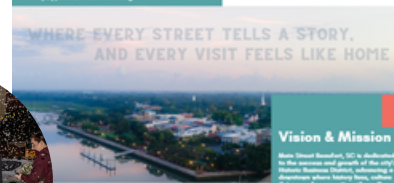
WEBSITE TOTAL VIEWS



2,363

Main Street Beaufort eNewsletter

Month	Recipients	Open Rate	Opened
January	183	48%	84



INSTAGRAM INSIGHTS

TOP-PERFORMING CONTENT

829K

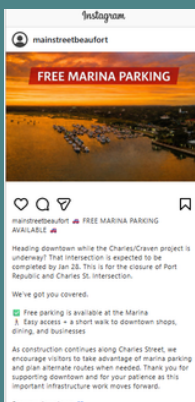
REACH
↘ 76.4%

686
Views

2.0K

VEWS
↘ 78.8%

488
Reach



FACEBOOK INSIGHTS

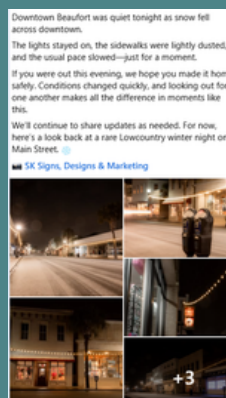
TOP-PERFORMING CONTENT

165.7K

VEWS
↘ 35.8%

50,358
Views

28,808
Reach



54.2K

REACH
↘ 22.8%

**City of Beaufort Downtown Operations & Community Services
Events & Tour Coordinator Activity Report
January 2026**

Highlights – January 2026:

- Assisted with First Friday
- Met with BAHA for Oyster Festival and Oyster Boogie 5k Run/Walk
 - Final organizational meetings on BAHA's needs
 - Arranged to meet at WFP as trailers are brought in and out of park via steps
 - Arranged parking shuttles during event hours
 - Available to BAHA for during festival
- Met with USCB and Washington Street Park group regarding additions to Taste of Beaufort
 - USCB to have juried art shows on Friday and Saturday with food trucks
 - WSP to have a community event on Saturday
- Met with Gullah Festival regarding this year's event
 - What to expect with construction that may be occurring during the event
- Met with the Beaufort Garden Club for their new event at Whitehall Park
 - Included County of Beaufort as property owner
- Held annual tour operators meeting
 - New badge design unveiled
 - Updates on annual requirements
 - Covered upcoming construction challenges for routes
- Attended ribbon cuttings
 - Well House Juicery
 - Vitamin Shoppe
- Park Ordinances/Rule Updates
 - Continued the process of updating park ordinances and rules with Public Works
- Continued redemption of Downtown Dollars
- Reviewed location to install weather station with PW at 500 Carteret St
- Tours
 - Keeping tours updated on construction progress
 - Tours continue to proceed regardless of the intersection and construction closures
 - New badges continue to be generated and expect to be complete in February
- Parks
 - Park reservations drop a bit over the cooler weather
 - Inquires and reservations are coming in for upcoming months

City of Beaufort Downtown Operations & Community Services
Events & Tour Coordinator Activity Report
January 2026
Park Reservations January 2026

Location	Wedding	Special Event	Birthday or Baby Shower	Other	Festival	Attendance	
						-50	50+
Pigeon Point Park				4		4	
Southside Park				13		13	
The Bluff							
Washington St. Park				5		5	
Waterfront Park					1		1
Whitehall Park				1		1	
Other				3			3
Totals	0	0	0	26	1	23	4

*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:** 02/04/2026
From: Alan Eisenman, Finance Director
Item Name: Finance Department Monthly Report
Meeting Date: March 10, 2026
Department: Finance Department

Background Information:

Introduction:

Monthly Report for January 2026.

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 January 2026 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 January being the 6th month of the fiscal year 2026, recurring revenues and expenditures should be 58.3% of the budget. General Fund revenues are 31.9% of the budget while expenditures are 61.8% of the budget.

I'll be happy to answer any questions that you may have as you review the City's January 2026 financial statements.

Thanks,

Alan Eisenman CPA CGFO
Finance Director

CITY OF BEAUFORT, SOUTH CAROLINA
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2026

	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	\$ 11,558,571	\$ -	\$ 2,049,975	\$ 4,510,082	\$ 2,022,837	\$ 165,341	\$ 2,459,351	\$ 22,766,157
Taxes receivable, net	244,426	-	-	-	-	57,205	-	301,631
Other receivables	324,195	-	230,795	109,742	-	-	-	664,732
Inventories and other assets	10,588	-	-	-	-	-	-	10,588
Restricted cash and cash equivalents	-	3,912,028	-	2,044,854	-	574,329	26,611	6,557,822
Total assets	<u>12,137,780</u>	<u>3,912,028</u>	<u>2,280,770</u>	<u>6,664,678</u>	<u>2,022,837</u>	<u>796,875</u>	<u>2,485,962</u>	<u>30,300,930</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES								
Liabilities:								
Accounts payable	733,143	55,191	69,088	78,076	3,562	16,237	-	955,297
Due to other governments	57,339	-	-	-	-	-	-	57,339
Unearned revenue	1,846,090	-	-	-	1,345,601	-	-	3,191,691
Accrued liabilities	137,078	-	-	58,860	662.00	3,438	3,142	203,180
Deposits and escrow	483,384	-	-	20,350	-	-	23,617	527,351
Total liabilities	<u>3,257,034</u>	<u>55,191</u>	<u>69,088</u>	<u>157,286</u>	<u>1,349,825</u>	<u>19,675</u>	<u>26,759</u>	<u>4,934,858</u>
Deferred Inflows of Resources:								
Unavailable revenue - property taxes	245,328	-	-	-	-	40,614	-	285,942
Unavailable revenue - grants	-	-	230,795	-	-	-	-	230,795
Total deferred inflows of resources	<u>245,328</u>	<u>-</u>	<u>230,795</u>	<u>-</u>	<u>-</u>	<u>40,614</u>	<u>-</u>	<u>516,737</u>
Fund balances:								
Nonspendable:								
Inventories	32,120	-	-	-	-	-	-	32,120
Cemetery	-	-	-	-	-	-	7,246	7,246
Restricted	1,669,236	3,856,837	1,980,887	4,462,538	673,012	162,257	2,415,354	15,220,121
Committed for:								
Land Acquisition	1,376,516	-	-	-	-	-	-	1,376,516
Vehicle and equipment replacement	2,184,527	-	-	-	-	-	-	2,184,527
Redevelopment	1,892,987	-	-	-	-	-	-	1,892,987
Capital Projects	1,567,317	-	-	2,044,854	-	574,329	-	4,186,500
Law enforcement	-	-	-	-	-	-	36,603	36,603
Assigned for:								
Subsequent year's budget	221,942	-	-	-	-	-	-	221,942
Unassigned	<u>(309,227)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(309,227)</u>
Total fund balances	<u>8,635,418</u>	<u>3,856,837</u>	<u>1,980,887</u>	<u>6,507,392</u>	<u>673,012</u>	<u>736,586</u>	<u>2,459,203</u>	<u>24,849,335</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 12,137,780</u>	<u>\$ 3,912,028</u>	<u>\$ 2,280,770</u>	<u>\$ 6,664,678</u>	<u>\$ 2,022,837</u>	<u>\$ 796,875</u>	<u>\$ 2,485,962</u>	<u>\$ 30,300,930</u>

CITY OF BEAUFORT, SOUTH CAROLINA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE MONTH ENDED JANUARY 31, 2026

	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	\$ 4,227,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,227,580
Other taxes	-	-	-	2,642,515	-	-	695,341	3,337,856
Franchise fees	570,761	-	-	-	-	-	-	570,761
Fines and forfeitures	40,365	-	-	-	-	-	-	40,365
Licenses and permits	821,577	-	-	-	-	-	35,541	857,118
Intergovernmental	2,113,828	-	105,000	-	596,532	-	-	2,815,360
Charges for services	767,904	-	-	307,723	-	573,246	-	1,648,873
Investment earnings	435,628	91,998	47,339	156,710	55,653	14,095	23,447	824,870
Miscellaneous	55,322.00	-	-	125,052	-	-	1,051	181,425
Total revenues	<u>9,032,965</u>	<u>91,998</u>	<u>152,339</u>	<u>3,232,000</u>	<u>652,185</u>	<u>587,341</u>	<u>755,380</u>	<u>14,504,208</u>
EXPENDITURES								
Current:								
General government	3,232,850	-	-	-	86,340	-	443,539	3,762,729
Law enforcement	4,334,594	-	-	1,017,703	-	-	496	5,352,793
Fire and emergency	5,915,348	-	-	-	-	-	-	5,915,348
Public works	1,388,522	-	-	-	-	449,636	-	1,838,158
Culture and recreation	-	-	-	984,403	-	-	-	984,403
Streets	599,549	-	-	-	-	-	-	599,549
Community development	736,702	-	-	677,167	-	-	-	1,413,869
Debt Service:								
Principal	1,604,230	-	-	287,212	-	207,083	-	2,098,525
Interest and other charges	271,668	-	-	172,584	-	125,775	-	570,027
Capital Outlay	-	192,258	1,539,369	134,332	-	-	-	1,865,959
Total expenditures	<u>18,083,463</u>	<u>192,258</u>	<u>1,539,369</u>	<u>3,273,401</u>	<u>86,340</u>	<u>782,494</u>	<u>444,035</u>	<u>24,401,360</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(9,050,498)</u>	<u>(100,260)</u>	<u>(1,387,030)</u>	<u>(41,401)</u>	<u>565,845</u>	<u>(195,153)</u>	<u>311,345</u>	<u>(9,897,152)</u>
OTHER FINANCING SOURCES (USES)								
Issuance of financed purchases	684,000	-	-	-	-	-	-	684,000
Transfers in	-	-	1,465,986	-	-	-	-	1,465,986
Transfers out	-	-	-	(676,476)	(572,115)	(217,395)	-	(1,465,986)
Total other financing sources (uses)	<u>684,000</u>	<u>-</u>	<u>1,465,986</u>	<u>(676,476)</u>	<u>(572,115)</u>	<u>(217,395)</u>	<u>-</u>	<u>684,000</u>
Net change in fund balances	(8,366,498)	(100,260)	78,956	(717,877)	(6,270)	(412,548)	311,345	(9,213,152)
Fund balances - beginning	<u>17,001,916</u>	<u>3,957,097</u>	<u>1,901,931</u>	<u>7,225,269</u>	<u>679,282</u>	<u>1,149,134</u>	<u>2,147,858</u>	<u>34,062,487</u>
Fund balances - ending	<u>\$ 8,635,418</u>	<u>\$ 3,856,837</u>	<u>\$ 1,980,887</u>	<u>\$ 6,507,392</u>	<u>\$ 673,012</u>	<u>\$ 736,586</u>	<u>\$ 2,459,203</u>	<u>\$ 24,849,335</u>

**CITY OF BEAUFORT, SOUTH CAROLINA
COMBINING BALANCE SHEET
OTHER GOVERNMENTAL FUNDS
JANUARY 31, 2026**

	<u>Special Revenue Funds</u>			<u>Permanent Fund</u>	
	<u>State Accommodations Tax Fund</u>	<u>Fire Impact Fees Fund</u>	<u>Drug Control and Prevention Fund</u>	<u>Cemetery Fund</u>	<u>Total-Other Governmental Funds</u>
ASSETS					
Cash and cash equivalents	\$ 1,793,231	\$ 622,271	\$ 36,603	7,246	\$ 2,459,351
Other receivables	-	-	-	-	-
Restricted cash and cash equivalents	-	-	26,611	-	26,611
Total assets	<u>1,793,231</u>	<u>622,271</u>	<u>63,214</u>	<u>7,246</u>	<u>2,485,962</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	-	-	-	-	-
Other accrued expenses	3,142	-	-	-	3,142
Deposits and escrow	-	-	23,617	-	23,617
Total liabilities	<u>3,142</u>	<u>-</u>	<u>23,617</u>	<u>-</u>	<u>26,759</u>
Fund balances:					
Nonspendable:					
Cemetery	-	-	-	7,246	7,246
Restricted	1,790,089	622,271	2,994	-	2,415,354
Committed for:					
Law enforcement	-	-	36,603	-	36,603
Total fund balances	<u>1,790,089</u>	<u>622,271</u>	<u>39,597</u>	<u>7,246</u>	<u>2,459,203</u>
Total liabilities and fund balances	<u>\$ 1,793,231</u>	<u>\$ 622,271</u>	<u>\$ 63,214</u>	<u>\$ 7,246</u>	<u>\$ 2,485,962</u>

CITY OF BEAUFORT, SOUTH CAROLINA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
OTHER GOVERNMENTAL FUNDS
FOR THE MONTH ENDED JANUARY 31, 2026

	<u>Special Revenue Funds</u>			<u>Permanent Fund</u>	
	<u>State Accommodations Tax Fund</u>	<u>Fire Impact Fees Fund</u>	<u>Drug Control and Prevention Fund</u>	<u>Cemetery Fund</u>	<u>Total-Other Governmental Funds</u>
REVENUES					
Other taxes	\$ 695,341	\$ -	\$ -	\$ -	\$ 695,341
Licenses and permits	-	35,541	-	-	35,541
Investment earnings	22,922	-	525	-	23,447
Miscellaneous	-	-	1,051	-	1,051
Total revenues	<u>718,263</u>	<u>35,541</u>	<u>1,576</u>	<u>-</u>	<u>755,380</u>
EXPENDITURES					
Current:					
General government	443,539	-	-	-	443,539
Law enforcement	-	-	496	-	496
Total expenditures	<u>443,539</u>	<u>-</u>	<u>496</u>	<u>-</u>	<u>444,035</u>
Excess of revenues over expenditures	<u>274,724</u>	<u>35,541</u>	<u>1,080</u>	<u>-</u>	<u>311,345</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	274,724	35,541	1,080	-	311,345
Fund balances - beginning	<u>1,515,365</u>	<u>586,730</u>	<u>38,517</u>	<u>7,246</u>	<u>2,147,858</u>
Fund balances - ending	<u>\$ 1,790,089</u>	<u>\$ 622,271</u>	<u>\$ 39,597</u>	<u>\$ 7,246</u>	<u>\$ 2,459,203</u>

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE MONTH ENDED JANUARY 31, 2026**

	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	\$ 4,227,580	\$ (5,741,592)	42.4%
Franchise fees	2,384,440	2,384,440	570,761	(1,813,679)	23.9%
Fines and forfeitures	59,000	59,000	40,365	(18,635)	68.4%
Licenses and permits	7,817,000	7,817,000	821,577	(6,995,423)	10.5%
Intergovernmental	3,869,680	5,369,680	2,113,828	(3,255,852)	39.4%
Charges for services	2,088,745	2,088,745	767,904	(1,320,841)	36.8%
Investment earnings	600,000	600,000	435,628	(164,372)	72.6%
Miscellaneous	60,000	60,000	55,322	(4,678)	92.2%
Total revenues	26,848,037	28,348,037	9,032,965	(19,315,072)	31.9%
Expenditures:					
Current:					
General government					
City council	318,249	318,249	294,935	23,314	92.7%
City manager	1,006,844	1,011,226	489,116	522,110	48.4%
Finance	1,103,554	1,111,296	659,825	451,471	59.4%
Human resources	514,604	519,993	276,023	243,970	53.1%
Information technology	939,137	939,137	435,904	503,233	46.4%
Court and legal	690,911	706,300	362,040	344,260	51.3%
Non-departmental	815,171	815,171	715,007	100,164	87.7%
	5,388,470	5,421,372	3,232,850	2,188,522	59.6%
Law enforcement					
Police	6,272,804	6,462,388	3,865,794	2,596,594	59.8%
School resource officers	734,983	734,983	382,184	352,799	52.0%
Crossing guards	24,945	24,945	17,011	7,934	68.2%
Victims rights	123,030	123,030	69,604	53,426	56.6%
	7,155,762	7,345,346	4,334,593	3,010,753	59.0%
Fire and emergency					
City of Beaufort fire	8,696,627	9,135,095	5,915,348	3,219,747	64.8%
	8,696,627	9,135,095	5,915,348	3,219,747	64.8%
Public works					
Administration	545,431	578,223	281,312	296,911	48.7%
Maintenance	718,115	718,115	369,413	348,702	51.4%
Solid waste	1,476,050	1,476,050	737,798	738,252	50.0%
	2,739,596	2,772,388	1,388,523	1,383,865	50.1%

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE MONTH ENDED JANUARY 31, 2026**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Streets	1,216,546	1,364,849	599,549	765,300	43.9%
	1,216,546	1,364,849	599,549	765,300	43.9%
Community development	1,356,171	1,363,259	736,702	626,557	54.0%
	1,356,171	1,363,259	736,702	626,557	54.0%
Total current	26,553,172	27,402,309	16,207,565	11,194,744	59.1%
Debt service:					
Principal	1,604,230	1,604,230	1,604,230	-	100.0%
Interest	243,568	243,568	271,668	(28,100)	111.5%
Total debt service	1,847,798	1,847,798	1,875,898	(28,100)	101.5%
Total expenditures	28,400,970	29,250,107	18,083,463	11,166,644	61.8%
Excess (deficiency) of revenues over (under) expenditures	(1,552,933)	(902,070)	(9,050,498)	(8,148,428)	
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)	(374,014)	(8,366,498)	(7,992,484)	
Fund balance, beginning of year	17,001,916	17,001,916	17,001,916	-	
Fund balance, end of year	\$ 15,977,039	\$ 16,627,902	\$ 8,635,418	\$ (7,992,484)	

CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
TAX INCREMENT FINANCING DISTRICT II – SPECIAL REVENUE FUND
FOR THE MONTH ENDED JANUARY 31, 2026

			Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
			Original	Final	Actual		
Revenues:							
Investment earnings			\$ 120,000	\$ 120,000	\$ 91,998	\$ (28,002)	76.7%
	Total revenues		120,000	120,000	91,998	(28,002)	76.7%
Expenditures:							
Current:							
Capital Outlay			740,000	740,000	192,258	547,742	26.0%
	Total expenditures		740,000	740,000	192,258	547,742	26.0%
Excess of revenues over expenditures			(620,000)	(620,000)	(100,260)	(575,744)	
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)	(100,260)	(1,719,740)	
Fund balance, beginning of year			3,957,097	3,957,097	3,957,097	-	
Fund balance, end of year			\$ 2,237,097	\$ 2,137,097	\$ 3,856,837	\$ (1,719,740)	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS FUND – SPECIAL REVENUE FUND
FOR THE MONTH ENDED JANUARY 31, 2026**

		Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
		Original	Final	Actual		
Revenues:						
Intergovernmental		\$ 21,593,759	\$ 21,755,759	\$ 105,000	\$ (21,650,759)	0.5%
Investment earnings		-	-	47,339	47,339	100.0%
Total revenues		21,593,759	21,755,759	152,339	(21,603,420)	0.7%
Expenditures:						
Current:						
Capital Outlay		28,449,471	28,865,471	1,539,369	27,326,102	5.3%
Total expenditures		28,449,471	28,865,471	1,539,369	27,326,102	5.3%
Excess of revenues over expenditures		(6,855,712)	(7,109,712)	(1,387,030)	(48,929,522)	
Other financing sources:						
Transfers in		6,155,712	6,409,712	1,465,986	(4,943,726)	22.9%
Total other financing sources		6,155,712	6,409,712	1,465,986	(4,943,726)	22.9%
Net change in fund balance		(700,000)	(700,000)	78,956	(778,956)	
Fund balance, beginning of year		1,901,931	1,901,931	1,901,931	-	
Fund balance, end of year		\$ 1,201,931	\$ 1,201,931	\$ 1,980,887	\$ (778,956)	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
PARKS AND TOURISM – SPECIAL REVENUE FUND
FOR THE MONTH ENDED JANUARY 31, 2026**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Other taxes	\$ 4,445,000	\$ 4,445,000	\$ 2,642,515	\$ (1,802,485)	59.4%
Charges for services	717,500	717,500	307,723	(409,777)	42.9%
Investment earnings	350,000	350,000	156,710	(193,290)	44.8%
Total revenues	5,512,500	5,512,500	3,232,000	(2,280,500)	58.6%
Expenditures:					
Current:					
Law enforcement	1,731,909	1,795,104	1,017,703	777,401	56.7%
Culture and recreation	2,333,175	2,365,967	984,403	1,381,564	41.6%
Community development	1,108,256	1,126,273	677,167	449,106	60.1%
Debt Service:					
Principal	646,212	646,212	287,212	359,000	44.4%
Interest and other charges	323,284	323,284	172,584	150,700	53.4%
Capital Outlay	229,800	229,800	134,332	95,468	58.5%
Total expenditures	6,372,636	6,486,640	3,273,401	3,213,239	50.5%
Excess (deficiency) of revenues over (under) expenditures	(860,136)	(974,140)	(41,401)	932,739	
Other financing sources (uses):					
Issuance of revenue bonds	-	-	-	-	
Transfers out	(2,561,185)	(2,661,185)	(676,476)	(1,984,709)	
Total financing sources	(2,561,185)	(2,661,185)	(676,476)	(1,984,709)	
Net change in fund balance	(3,421,321)	(3,635,325)	(717,877)	2,917,448	
Fund balance, beginning of year	7,225,269	7,225,269	7,225,269	-	
Fund balance, end of year	\$ 3,803,948	\$ 3,589,944	\$ 6,507,392	\$ 2,917,448	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
AMERICAN RESCUE PLAN ACT (ARPA) – SPECIAL REVENUE FUND
FOR THE MONTH ENDED JANUARY 31, 2026**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Intergovernmental	\$ -	\$ -	\$ 596,532	\$ 596,532	0.0%
Investment earnings	133,871	133,871	55,653	(78,218)	41.6%
Total revenues	133,871	133,871	652,185	518,314	487.2%
Expenditures:					
Current:					
General government	233,871	238,253	86,340	151,913	36.2%
Capital Outlay	-	-	-	-	0.0%
Total expenditures	233,871	238,253	86,340	151,913	36.2%
Excess of revenues over expenditures	(100,000)	(104,382)	565,845	366,401	
Other financing (uses):					
Transfers out	(1,352,827)	(1,352,827)	(572,115)	(780,712)	42.3%
Total other financing uses	(1,352,827)	(1,352,827)	(572,115)	(780,712)	42.3%
Net change in fund balance	(1,452,827)	(1,457,209)	(6,270)	(1,450,939)	
Fund balance, beginning of year	679,282	679,282	679,282	-	
Fund balance, end of year	\$ (773,545)	\$ (777,927)	\$ 673,012	\$ (1,450,939)	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
STORMWATER – SPECIAL REVENUE FUND
FOR THE MONTH ENDED JANUARY 31, 2026**

	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	\$ 573,246	\$ (801,754)	41.7%
Investment earnings	28,346	28,346	14,095	(14,251)	49.7%
Total revenues	1,403,346	1,403,346	587,341	(816,005)	41.9%
Expenditures:					
Current:					
Public works	884,446	917,238	449,636	467,602	49.0%
Debt Service:					
Principal	355,000	355,000	207,083	147,917	58.3%
Interest and other charges	163,900	163,900	125,775	38,125	76.7%
Total expenditures	1,403,346	1,436,138	782,494	653,644	54.5%
Excess (deficiency) of revenues over (under) expenditures	-	(32,792)	(195,153)	(1,469,649)	
Other financing (uses):					
Transfers out	(398,061)	(467,061)	(217,395)	249,666	46.5%
Total other financing (uses)	(398,061)	(467,061)	(217,395)	249,666	46.5%
Net change in fund balance	(398,061)	(499,853)	(412,548)	(87,305)	
Fund balance, beginning of year	1,149,134	1,149,134	1,149,134	-	
Fund balance, end of year	\$ 751,073	\$ 649,281	\$ 736,586	\$ (87,305)	

**CITY OF BEAUFORT, SOUTH CAROLINA
STATE ACCOMMODATIONS TAX SPECIAL REVENUE FUND
BUDGET TO ACTUAL
FOR THE MONTH ENDED JANUARY 31, 2026**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Other taxes	\$ 916,667	\$ 916,667	\$ 695,341	\$ (221,326)	75.9%
Investment earnings	30,000	30,000	22,922	(7,078)	76.4%
Total revenues	946,667	946,667	718,263	(228,404)	75.9%
Expenditures:					
General government	1,075,717	1,075,717	443,539	632,178	41.2%
Law enforcement	25,729	25,729	-	25,729	0.0%
Total expenditures	1,101,446	1,101,446	443,539	657,907	40.3%
Excess of revenues over expenditures	(154,779)	(154,779)	274,724	429,503	
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)	274,724	967,726	
Fund balance, beginning of year	1,515,365	1,515,365	1,515,365	-	
Fund balance, end of year	\$ 922,363	\$ 822,363	\$ 1,790,089	\$ 967,726	

**CITY OF BEAUFORT, SOUTH CAROLINA
FIRE IMPACT FEES SPECIAL REVENUE FUND
BUDGET TO ACTUAL
FOR THE MONTH ENDED JANUARY 31, 2026**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Licenses and permits	\$ 200,000	\$ 200,000	\$ 35,541	\$ (164,459)	17.8%
Investment earnings	5,000	5,000	-	(5,000)	0.0%
Total revenues	205,000	205,000	35,541	(169,459)	17.3%
Expenditures:					
Debt Service:					
Principal	-	-	-	-	0.0%
Interest and other charges	-	-	-	-	0.0%
Total expenditures	-	-	-	-	0.0%
Net change in fund balance	205,000	205,000	35,541	(169,459)	
Fund balance, beginning of year	586,730	586,730	586,730	-	
Fund balance, end of year	\$ 791,730	\$ 791,730	\$ 622,271	\$ (169,459)	



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/04/2026
From: Tim Ogden, Fire Chief
Item Name: Fire Department Monthly Report
Meeting Date: March 10, 2026
Department: Fire Department

Background Information:

Introduction:

Monthly report for January 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Fire Department



City of Beaufort/Town of Port Royal Fire Department

January 2026 Report

Public Events

The Fire Department held several public education events throughout January.

- Grand Opening at Palmetto Playhouse
- Port Royal Student Mayor for the Day Fire Station Tour
- Oyster Festival – Henry Chambers Park
- MLK Day Parade
- 5th Friday Diner Washington Street Park
- Eventide Polar Plunge Event Port Royal
- Fire Prevention Class for Seniors in Port Royal
- Fire Extinguisher Training for Beaufort County DSN

Fire Training

The Training Division conducted 1,015 hours of training.

Special Training:

All shifts completed training on the new ladder truck. We also had 8 members attend the South Carolina Fire Rescue State Improvement Conference, where students were able to attend lectures and hands on training classes as it pertains to the fire service.

SC Fire Academy: We hosted 1 SCFA / NFA class in Incident Safety Officer. We also had 3 members start the SCFA Recruit Program that will conclude in February.

Medical

CPR classes: 3

Monthly In Service: Target Solutions online training modules.

Fire Marshal

175 Certified Inspections
9 Plan Reviews

Personnel

All positions filled. Two new hires started the Fire Academy and one part-timer hired.

Admin staff attended the Beaufort County Fire Chiefs Association meeting hosted by us and held on Parris Island.

Apparatus

- PM Service for E7648 and E5908
- Several minor repairs during E5908 PM Service.
- E7587 PM Service at Bluffton
- E7587 sent to Thermo King in Savannah for A/C Repairs.
- Car 10- Tire repair by Beaufort County Fleet Services

Major Incidents

- 480 Calls for service

PERSONNEL		
Part-Time	9	
Personnel Assigned	56	
Volunteer Personnel	18	
TOTAL PERSONNEL	83	

INCIDENT SUMMARY	BFT	P.R.
Structural Fires	0	1
Vehicle Fires	0	0
Brush, Trash Fire	2	1
Medical Calls	203	118
Vehicle Accident	24	12
Extrication (350-357)	0	1
Hazardous Condition	5	1
Service Calls (500)	24	21
Good Intent Calls (600)	11	4
False Calls (700)	38	13
Water Rescue	0	1
EMS Standby	0	
Month	307	173
Total Month	480	

TRAINING/EDUCATION		
Local Instruction	1015	
TOTAL	1015	

VOLUNTEER		
Local Instruction	0	
Monthly Station Standby	40	
TOTAL	40	

AID SUMMARY - ALL	LI	BUR	PI	other
BEAUFORT				
Aid Given		2		
Aid Received				
Mutual Aid Given				
Mutual Aid Received				
PORT ROYAL				
Aid Given			3	
Aid Received				
Mutual Aid Given				
Mutual Aid Received				

FIRE PREVENTION	BFT	P.R.
Inspections Conducted	127	48
Violations Noted	79	96
Violations Corrected	39	37
Knox Box Installations	1	0
Fire Plans Reviewed	9	0
Burning Permits Issued	0	0
Permission to Burn Given	0	0
Public Education Events	8	5
Public Edu. Man Hours	18	9
# of Adults	70	37
# of Children	3	14
Car Seats Installation	3	
Smoke Detectors	0	0
CPR Certifications	21	



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/04/2026
From: Ivette Burgess, Human Resources Director
Item Name: Human Resources Monthly Report
Meeting Date: March 10, 2026
Department: Human Resources Department

Background Information:

Introduction:

Monthly Report for January 2026.

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: 2/25/2026
Re: Department Update – January 2026

Onboarding/New Hires

7 New Hires:

- Dustin McNeil - Patrolman II, Police Department
- Joel Quarti – Patrolman II, Police Department
- Dwight Isenhour – Firefighter II, Fire Department
- Salix Ray – Court Clerk II, Municipal Court
- Collin McCurry – Firefighter II, Fire Department
- Bailey Kato-Dutton – Office Manager, Public Works
- Paul Sanchez – PT Firefighter Recruit, Fire Department

HR Highlight

- HR had Kickoff implementation meeting for the Onboard Module with NEOGOV, 1/14.
- HR hosted annual Kickoff the Year event for staff, 1/22 (prior year recognitions etc.).

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:** 02/04/2026
From: Charles Prezalar, Interdev IT Systems Engineer
Item Name: IT Monthly Report
Meeting Date: March 10, 2026
Department: City Managers Office

Background Information:

Introduction:

Monthly Report for January 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. IT Department

City of Beaufort Monthly Report



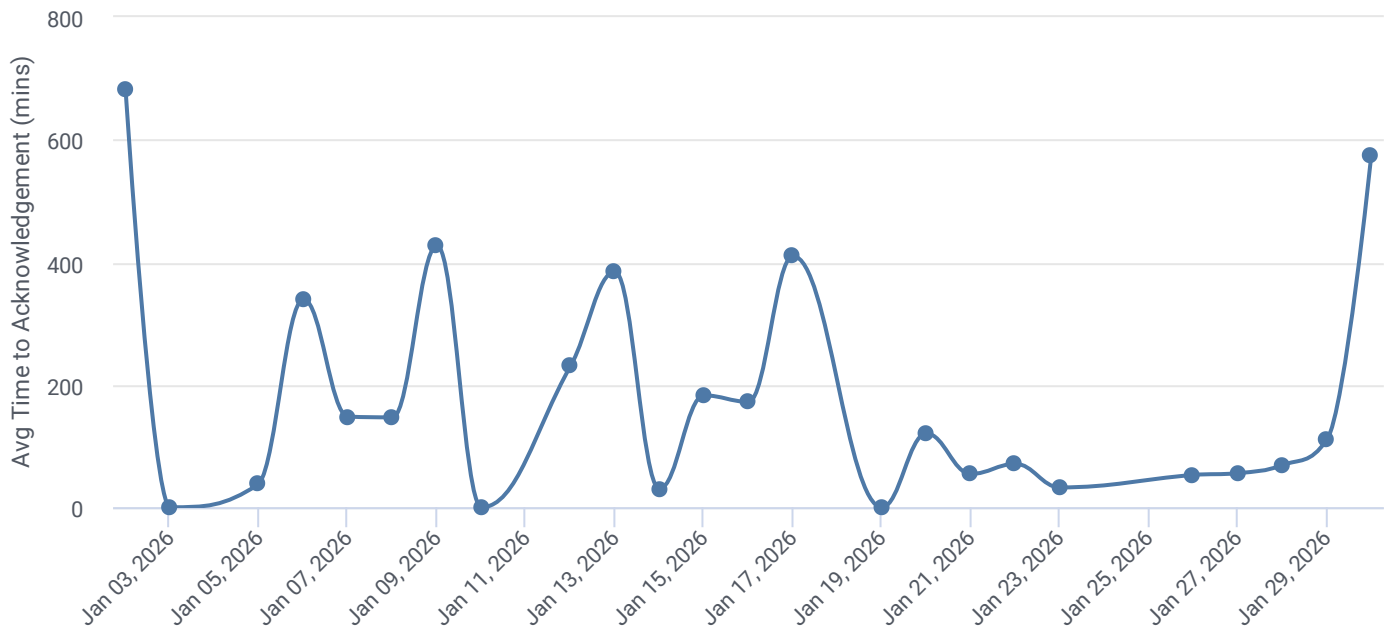
Prepared for: City of Beaufort Created on: Feb 1, 2026 Created by: Joe Riggs

174.15 Avg Ticket Response 30 Days Rolling
mins

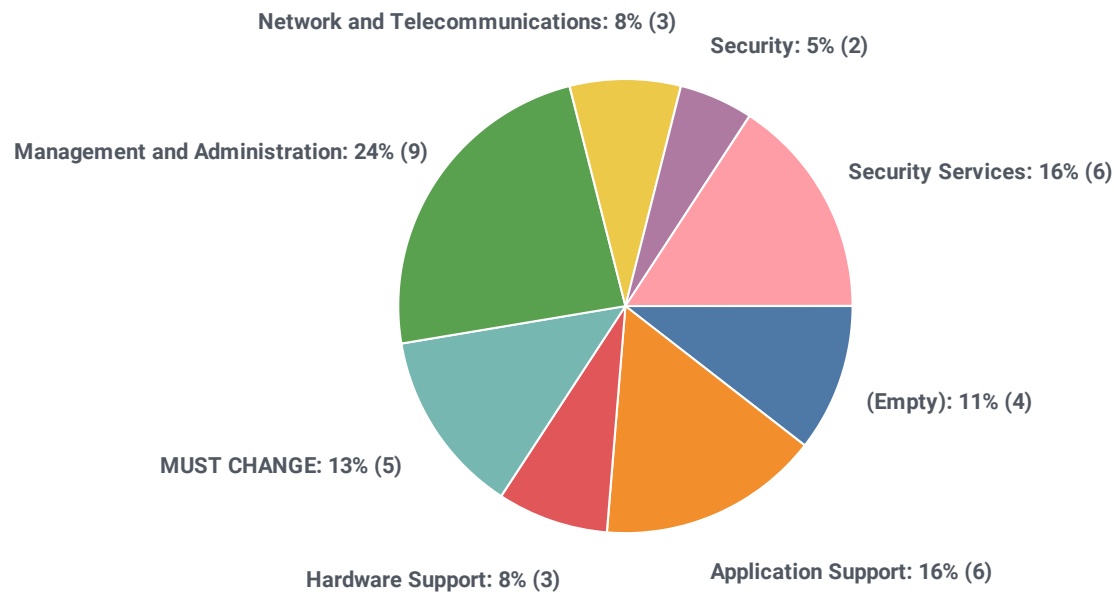
172 1st Response Resolution - Last 30 Days
1st Response Resolution

305 Tickets Closed in the Last 30 Days
Tickets Closed in the Last 30 Days

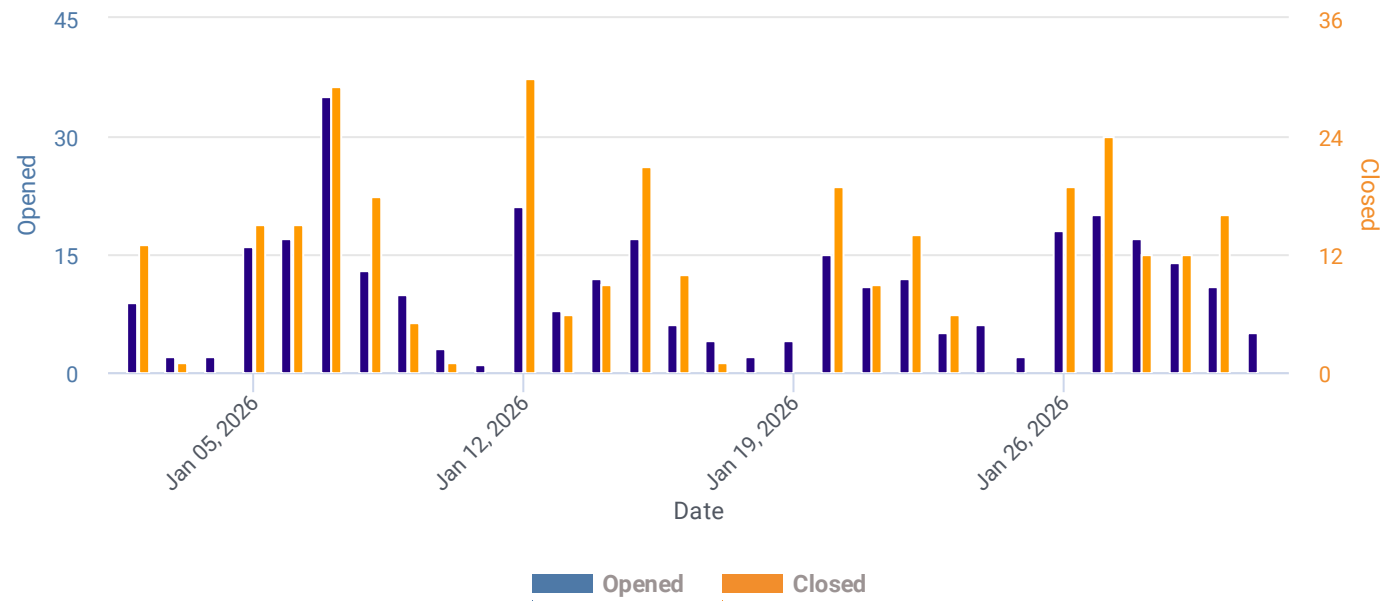
Average Time to Acknowledgement - Trailing 30 Days



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:** 02/04/2026
From: Dana Wessels, Court Administrator
Item Name: Municipal Court Monthly Report
Meeting Date: March 10, 2026
Department: Municipal Court

Background Information:

Introduction:

Monthly Report for January 2026

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Municipal Court

City of Beaufort Municipal Court
Monthly Department Report
January 2026

DEPARTMENT OVERVIEW:

Bench trials are held every Monday and Thursday at 3:00pm. Six sessions of bench trials were held in January 2026, and 345 cases were tentatively scheduled.

Case Overview:

- New cases filed: 136 (95 traffic / 41 criminal)
- Cases disposed: 193 (114 traffic / 79 criminal)

Disposed Cases Breakdown:

- 114 traffic cases
 - 34 guilty indicators (forfeiture, plea, or trial)
 - 80 not guilty indicators (dismissal by officer, Judge, or trial)
- 79 criminal cases
 - 46 guilty indicators (forfeiture, plea or trial)
 - 33 not guilty indicators

Arrest Warrant Overview:

- 25 arrest warrants issued
- 4 bench warrants issued

Expungements:

- Cases initiated from court date
- 18 cases executed in the month of January

Jury Trial Overview:

- 57 cases pending: 18 traffic / 39 criminal
- Next session of jury trials to be held on March 23-27, 2026.

New team member, Salix Ray, Court Clerk II onboarded.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/04/2026
From: Stephenie Price, Police Chief
Item Name: Police Department Monthly Report
Meeting Date: March 10, 2026
Department: Police Department

Background Information:

Introduction:

Monthly Report for January 2026.

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

January 2026 Monthly Report

Part-1 Crimes Statistics

	Arson	Aggravated Assault	Burglary B/E	CSC	Homicide	Larceny	Mv Theft	Robbery
January	1	2	4	1	0	30	1	0

Total Calls for Service: **3,567**

- Officer Initiated: 2,605
- 911 Line: 354
- Non-Emergency: 608
- SMS T-911: 0

Community Events Attended: **4**

- January 5th: BPD Blood Drive
- January 16th-18th- Oyster Festival
- January 17th- Oyster Boogie 5K
- January 19th- MLK Day Parade

Chief's Updates:

- January 5th-Oyster Festival Meeting
- January 7th-Sabbatical Discussion
- January 7th-FOIA Training
- January 8th-Meeting with Spanish Moss Trail Representative
- January 8th-Cross Creek Safety Discussion
- January 9th-Pointe Grande Ribbon Cutting
- January 12th-Meeting with Deltek
- January 12th-Social District Meeting
- January 12th-Cummings Foundation Meeting
- January 14th-HQ Tour with SCLEAP Representative
- January 15th-Safe Living Beaufort Meeting
- January 19th-January 23 Shot Show Training
- January 26th-Defensive Tactics Training
- January 28th-Vitamin Shoppe Ribbon Cutting
- January 29th-January 30th-Council Retreat

Upcoming Events:

- February 4th: All Hands Meeting
- February 6th: Leadership of Beaufort Public Safety Discussion Pannel
- February 12th: Grand Opening Depot Road Traill Head- Spanish Moss Trail



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/04/2026
From: Nathan Farrow, Public Works Director
Item Name: Public Works Monthly Report
Meeting Date: March 10, 2026
Department: Public Works Department

Background Information:

Introduction:

Monthly Report for January 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Public Works



CITY OF BEAUFORT PUBLIC WORKS DEPARTMENTS
MONTHLY ACCOMPLISHMENTS

MONTH OF: **MARCH COUNCIL MEETING, JANUARY ACCOMPLISHMENTS**

EVENTS:

Weekly Safety Briefs: *Compressed Gas Cylinders, First Aid for Cuts, Achievable Safety Goals*

See/Click/Fix: Reported: 39
 Resolved to date: 1523

811 Locates Reported & Reviewed: 225

PO's (PR's) Created and Processed 48

Banners Reserved and Hung 2

On-Call Traffic: A. Davis / Miguel Canela-Pena

Weekend Parks: C. Pinckney / J. Wilson / B. Glover / C. Greene

Office Administration:

- Other:
 - Began reviews of FY27 budget
 - Closing out FY26, reviewing remaining year budget
 - Reconcile FY26 spreadsheet
 - Began training new office manager on daily procedures

Operations

- Assisted:
 - Assisted GS with locating street light wires that were broken by Gulfstream Construction during the drainage project operation at WFP
 - Assisted GS with installing new street light wires at WFP
 - Participated in interviews for Office Manager

Facility Maintenance Division: *(The Facility Maintenance Division will be working within the supervisory overview of General Support)*

Stormwater / Street Division:

- Repairs
 - Cleared & grubbed outfall ditch work shelf located @ Jane Way. Also, cleaned out Jane Way outfall ditch
 - Repaired Sinkhole catch basin
 - Removed fallen tree
 - Removed debris piles throughout City (See Click Fix)
 - Jetting out driveway pipes located @ 2301-2407 Southside Blvd.
 - Releveled and regraded Princess Ln (Midtown Alley) roadway with #7 stone.
 - Bush hogged @ Battery Saxon and Boundary St Bluff.
- Maintenance:
 - Installed cattle gate on Jane Way outfall ditch.
 - Street sweeping @ City Hall/PD, Morris St, Polk St, Harrington St, Duke St, Lafayette St, Greenlawn Dr, North St, and Tidal & Oaklawn Dr.
 - Performed easements maintenance in the Core District, Old Point, Pigeon Pt area, Battery Creek, and Southside Blvd area.
- Assisted:
 - Assisted with taking down Christmas Tree @ Waterfront Park.
 - Assisted General Support with removing poles from the Marina parking lot

Parks Division

- Repairs:
 - Repaired Swing at Pigeon Point Playground, installing two new posts
- Maintenance:
 - Installed 5 new picnic tables inside Southside Playground including one ADA table for wheelchair accessibilities
 - Blew off Trail on Spanish Moss Trail from Broad River to Westvine
 - Installed new water heater inside Pigeon Point Bathroom
 - Leaf Clean up with vacuum trailer at Fire station 1 & 2 and City Hall, Courts, and PD
 - Cleaned out flowerbeds at Commerce Park and Harvey Park
 - Conducted interviews for Parks Associate I
 - Updated watering Schedule for Medians and Flowerbeds to Tues & Thurs
 - New flowers installed at City Hall and Fire Station headquarters
 - Performed Maintenance to City Hall, Courts, and PD including flowerbeds, shrubs, leaf clean up and maintenance.
 - Treated pond at King and East
 - Turned off Water Supplies throughout the city for freeze warnings
 - Routine full upkeep of Spanish Moss Trail litter control/water fountains / cross walks weekly City-wide trash runs all parks weekly
 - Routine restroom cleaning
 - Inspection and maintenance of all Parks & playgrounds, restrooms, buildings, benches, etc.; along with all ground maintenance (cutting, weed eating, weed maintenance, planting, tree trimming, etc.)
- Assisted:
 - Took down City Christmas Tree and Fena Station Decorations at Waterfront Park with Stormwater

Traffic Control / General Support – Facility Maintenance

Traffic Control

- Repairs:
 - Update CMU controllers at the shop
 - Pick up/repair down streetlight on Carteret St
 - Alison Rd Q6 crosswalk detection fix by implementing timing
- Maintenance:
 - Banner Removal/Install for BMH - Valentine Ball & USCB film fest
 - SC811 marking: Sea Island Pkwy, North St & Euhaw St, Ribaut Rd & Verdier Rd, Ribaut Rd & Waddell Rd, Mossy Oaks Rd & Ribaut Rd, Ribaut Rd & Royal Palms, Ribaut Rd & Prince St, Ribaut Rd & First Blvd, Sea Island Pkwy & Chowan Creek, 21-21, Boundary St by Holiday Inn, Bay St & Charles St, Craven St from Charles St to Scott St, King St from Charles St to Carteret St, SC-170 & Savannah Hwy.
 - City Christmas decorations removal & stored
 - Realign the Advance camera for detection on Boundary St & Robert Smalls Pkwy
 - Deliver the traffic control CPU to the county traffic control for Ribaut Rd & Boundary St

-
- Assisted:
 - Oyster Festival: Inspect the waterfront setup, Set up fencing & Set up the electrical by the pole flag
 - Pick up the streetlight for Dominion Electric
 - Pickup parade Items from the City Hall storage
 - Prep parade float for MLK Parade on Monday
 - Prep 24-002 for On-Call
 - Pickup & drop off MLK parade float from/to the Southside Park barn
 - Meet with SCDOT District 6, Charleston to collect New V.76 software for traffic controllers
 - Discussed with Beaufort County Traffic for the controller swap on Boundary St & Robert Small Pkwy & Gridsmart camera detection on the traffic cabinet for Ribaut & Boundary
 - Meeting with Kimley Horn to fix the time of day on the Boundary St corridor programming & collect timing information for Kimley Horn on all traffic cabinets from Ribaut Rd & Boundary St to Mossy Oaks & Ribaut Rd for install
-
- Other:
 - Conducted team safety meetings: “Sharp and First Aid for Cuts,” “Set Achievable Safety Goals” & “Compressed Gas Cylinders.”

General Support – Facility Maintenance

- Repairs:
 - Repaired damaged wiring for Marina Lighting
 - JCI Chiller Repair
 - Repaired broken and clogged sink at PD
 - Fixed string lights on Bay St
 - Repaired Pigeon Point Park streetlight
 - Repaired Fire Station HQ overhead light
 - Respond to two broken water pipes in Southside and Pigeon Point parks.
 - Replaced lights at Base Camp in 500 Carteret
 - Replaced wall lighting at Fire Station 2
 - Met Elite Garage Door to fix sally port door
- Maintenance:
 - Trimmed the street signpost to correct height in the PD parking lot
 - Elevator inspection
 - Trimmed damaged Oak Tree on Hermitage
 - Caulked window at PD in response to See-Click-Fix
- Assisted:
 - Replacing chains on swings at Pigeon Point Park
 - Hung planter from the ceiling of office space at Downtown Operations in response to See-Click-Fix

- Assisted Fleet with picking up fuel barrels & hauling off metal debris
 - Removed abandoned metal streetlights from the Marina Parking Lot with the assistance of Stormwater
 - Escorted Terminex at Courts and PD
 - Assisted Traffic with removal of Christmas Decorations
 - Assisted Traffic with the gathering and cleaning of parade float
 - Traffic Call Out to Ribaut and Hermitage
 - Took Boat Trailer to Butler Marine in response to See-Click-Fix
 - Salt Parking Lots of Municipal Complex, Fire Station 1 & 2, and 500 Carteret
- Other:
 - Oyster Festival Set-up & tear down
 - Built retirement gift for retiring team member
 - Built standing desk for City Hall Staff
 - Removed trash after Council Retreat
 - Gathered model and serial numbers on equipment at City Hall

Fleet / Equipment:

- Repairs:
 - Repaired hydraulic hose on Mower Max at Southside Park
 - Repair flat tire on utility trailer & u dump
 - Had flat tire on Vehicle 410 repaired at Barnard Tire. Replaced 3 batteries & replaced heater fan in house
 - Replaced one set of cutting blades on Street dept. riding mower
 - Repair flat tire on vehicle 550
 - Reorder parts for vehicle 527
 - Repair air horn on vehicle 403
 - Replaced brushes on Sweeper 435
 - Drop off and pick up vehicle 25-002 from Butler Dodge for PM
 - PM done on new bucket truck in house
 - Replace sleeve on Cat 308 front bucket
 - Order parts for vehicle 527 from Butler Dodge
 - Order tires & replaced one battery for Tow behind light towers
- Maintenance:
 - Equipment check – Stated lights and 4 and 6 inch pumps
 - Replaced 1 set of cutting blades on Street Dept riding mower
 - Researched and order Truck accessories for Vehicle 26-002. Installed running boards & Reordered Bracket
 - Order and pick up 2 55gal drums of mixed fuel at Randels
 - Order and pick up supplies at Carquest
 - Added Diesel fuel additives to diesel engines (25) in total
 - Pick up debris with Knuckle Boom at Duke St – Calhoun – and Morris St.
 - Jump start Vehicle 412 and then drop off scrap metal at Scrap Yard
 - Troubleshooting vehicle 550 – not starting. Dropped at Butler Dodge for service

- Drop off and pick up vehicle 25-002 from Butler Dodge for PM
- Order parts for vehicle 527 from Butler Dodge (Continue work on Shift Selector on vehicle 527. New shift cable was order)
- P/U 4 tires from Barnard tire for 2 tow behind light towers
- Assisted:
 - Met with director on FY27 equipment list, including Research and quotes on new equipment for upcoming budget year
 - Met with finance analyst on obsolete equipment. Discussed 4 sets of pictures of vehicles that are to be sold
- Other:
 - Beaufort County Solid Waste meeting
 - Prepare equipment for upcoming winter storm
 - Order and pick up Ice Melt for impending storm
 - Drop off Pipe Washer to Jet-Vac in Sumter for service
 - P/U shop supplies at Lowes and Carquest
 - Went to Penders for two job quotes



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/06/2026
From: Jennifer Pointer, Administrative Assistant
Item Name: Request for co-sponsorship from Meadowbrook Church for the use of Whitehall Park to host a Sunrise Easter Service on Sunday, April 5, 2026, from 6:00 am to 8:30 am
Meeting Date: March 10, 2026
Department: Downtown Operations

Background Information:

Introduction:

Request for co-sponsorship from Meadowbrook Church for the use of Whitehall Park to host a Sunrise Easter Service on Sunday, April 5, 2026, from 6:00 am to 8:30 am

Background:

Request for co-sponsorship for the use of Whitehall Park on Sunday, April 5, 2026, from 6am to 8:30am (event runs 6:45am to 7:45am). Acoustic music only. Expected attendance: 75. Same event as previous years. Neighborhood will be notified of the event.

Legal Authority:

Home Rules & General Power

Staff Recommendation:

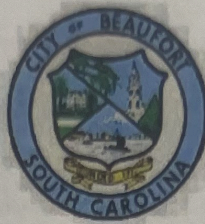
Staff recommends approval

Placed on Agenda For:

Action

Attachments:

1. 2026-04-05 Meadowbrook Church Sunrise Service



CITY OF BEAUFORT

Whitehall Park 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>Community Sunrise</u> <u>Service</u>	Date(s) of Event: <u>4-5-26</u> Setup start/end time: <u>6:00-6:45</u> AM Actual event start/end time: <u>6:45-7:45</u> AM Take down start/end time: <u>7:45-8:15</u> AM
Organization/Individual Name: <u>meadowbrook church</u>	Address: <u>12 Lupo Dr</u> <u>Beaufort</u> <u>SC 29907</u> Telephone: <u>843-321-0356</u> Email: <u>mscoxwell@gmail.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? NO Served? NO

Will there be any retail sales? NO

Number of people expected to attend: 75

Will you be using a tent? No we will use the Pavilion

Will you have music? Yes (acoustic church music)

Areas of Whitehall 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.

WHITEHALL PARK RENTAL RATES FOR PRIVATE EVENTS			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Pavilion	\$ 350.00	\$ 600.00	
Event Lawn	\$ 500.00	\$ 800.00	
Pavilion & Event Lawn			\$2,500.00
Electric Fee	\$ 75.00	\$100.00	
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$2,250.00

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 or visit, <http://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

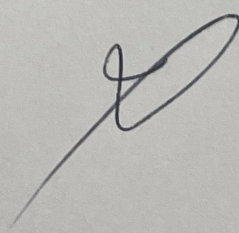
Alcohol

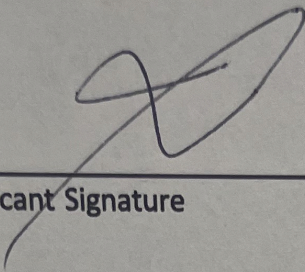
- To serve alcohol or liquor at your event, you must obtain City Council approval.
 - If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort 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.

If you will be using a tent, please be aware that all tents must be weighted and not staked.

No balloons are allowed on park property.

****Please be aware that parking is limited to 60 spaces only. You cannot park outside of the park grounds****





Lessee/Applicant Signature

2 - 6 - 26

Date

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

Events Coordinator – City of Beaufort

Date Application Received

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

REQUEST FOR CO-SPONSORSHIP

Whitehall Park

Name of Event Community Sunrise Service

Date of Event: 4-5-26

Contact person: Michael Coxwell
Telephone: 843-321-0356

Please check all that apply.

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

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

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

Please send completed form to Jennifer Pointer jpointer@cityofbeaufort.org

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:** 02/10/2026
From: Jennifer Pointer, Administrative Assistant
Item Name: Request from Beaufort Area Hospitality Association to host the Oyster Boogie 5k Run/Walk on Saturday, January 16, 2027, from 6:30 am to 11:00 am with street and bridge closures. Use of Marina Lot and existing 5k route
Meeting Date: March 10, 2026
Department: Downtown Operations

Background Information:

Introduction:

Request from Beaufort Area Hospitality Association to host the Oyster Boogie 5k Run/Walk on Saturday, January 17, 2026, from 6:30 am to 11:00 am with street and bridge closures. Use of Marina Lot and existing 5k route with approx. 150 runners.

Background:

Oyster Boogie 5k 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:

Staff recommends approval

Placed on Agenda For:

Attachments:

1. 2027 Oyster Boogie BAHA Request
2. 2027-01-16 Oyster Boogie 5K



February 10, 2026

Mayor & City Council
City of Beaufort
1911 Boundary Street
Beaufort, SC 29902

RE: Request to Conduct
Oyster Boogie 5K 2027

Greetings Mayor & Council,

On behalf of the Beaufort Area Hospitality Association (BAHA), I am writing to request approval and support for hosting a Saturday morning 5K run during the 2027 Beaufort Oyster Festival. This exciting event is planned for January 16th, 2027, and we would greatly appreciate your assistance in making it a successful addition to the festival.

Event Details:

- Date: Saturday, January 16th, 2027
- Time: Planning and setup to begin at 6:30 AM, event concluding by 11 AM
- Route: City of Beaufort's existing detour 5K route, including downtown and the Woods Bridge (subject to planning and approval)
- Purpose: To encourage active participation from the community and attract visitors to dine, shop, and explore downtown Beaufort post-event.

Please note that this event will not involve alcohol or food service, as we will instead direct participants to enjoy offerings at local establishments or attend the festival at Waterfront Park following the 5K.

We understand that utilizing the downtown route and Woods Bridge requires thorough planning and coordination with key organizations, including the City of Beaufort and County Police Departments, the Coast Guard, and Beaufort Town Council. We deeply value these partnerships and are committed to working collaboratively to ensure the success and safety of the event.



The Beaufort Oyster Festival has always been about celebrating our local culture, and this 5K further highlights the sense of community that makes Beaufort so special.

Please don't hesitate to reach out if additional details are required, or if we can assist with any necessary preparations or approvals. We would be happy to arrange a meeting to discuss further at your convenience.

Thank you for your time and consideration.

Sincerely,

Caroline Gecy

Partner and Event Coordinator, Beaufort Area Hospitality Association



5K RUN/WALK APPLICATION

City of Beaufort-Downtown Operations & Community Services

Attn: Jennifer Pointer - Events & Tour Coordinator

500 Carteret Street, Suite B2 Beaufort, SC 29902

Phone: (843) 379-7519 / Email: events@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: Caroline Gecy

Address: PO Box 566 Beaufort, SC 29901 Phone # 803-367-2061

Email: caroline@bfthospitality.com

Name of Sponsoring Organization: Beaufort Area Hospitality Association

Address: PO Box 566 Beaufort, SC 29901

Date of 5K Run/Walk: 1/16/27

Time of 5K Run/Walk will Begin: 8:00 am 5K Run/Walk will Terminate: 10:00 am

Time 5K Run/Walk Line-Up Begins: 7:30 am Location(s) of Line-Up Area(s): Bay St.

Approximate Number of Persons, Animals in the 5K Run/Walk: 200

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: N/A

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: C Gecy Date: 2/10/2026



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/20/2026
From: Jennifer Pointer, Administrative Assistant
Item Name: Request from the First Scots Presbyterian Church/First African Baptist Church for co-sponsorship for the use of the Henry C. Chambers Waterfront Park on Sunday, April 5, 2026, from 6:00 am to 9:00 am to host Easter Sunrise Service
Meeting Date: March 10, 2026
Department: Downtown Operations

Background Information:

Introduction:

Request from the First Scots Presbyterian Church/First African Baptist Church for co-sponsorship for the use of the Henry C. Chambers Waterfront Park on Sunday, April 5, 2026, from 6:00 am to 9:00 am to host Easter Sunrise Service

Background:

Request from the First Scots Presbyterian Church/First African Baptist Church for co-sponsorship for the use of Waterfront Park on Sunday, April 5, 2026, from 6:00 am to 9:00 am (event is 7:00 am to 8:00am).

Expected attendance: 250

Same event as in previous years.

Legal Authority:

Home Rules & General Powers

Staff Recommendation:

Placed on Agenda For:

Attachments:

1. 2026-04-05 First Pres Easter Sunrise Service Letter
2. 2026-04-05 First Pres Easter Sunrise Service
3. 2026-04-05 First Pres Easter Sunrise Service Request for Co-Sponsorship



FIRST SCOTS
PRESBYTERIAN CHURCH
Of Beaufort
— PCA —

Rev. Alex D. Mark, Senior Pastor
Rev. Thomas Brown, Associate
Pastor

335 Sams Point Road
Beaufort, SC 29907

843-379-0134

www.firstscotsbeaufort.org
admin@firstscotsbeaufort.org

City of Beaufort
1901 Boundary Street
Beaufort, SC 29902

February 19, 2026

To Whom It May Concern:

First African Baptist Church and First Scots Presbyterian Church are proud to host the annual Community Easter Sunrise Service again this year, Sunday, April 5, 2026, in the historic Henry C. Chambers Waterfront Park. This event will last from 7:00 – 8:30 AM and will include singing, prayer, and a message. The event is free-of-charge and open to the public. Nothing will be available for purchase during the event.

This year we once again humbly request, as we have since 2014, co-sponsorship by the Beaufort City Council in order to help offset the cost. We sincerely appreciate your support in the past for this special community event. We are happy to answer any questions you may have. Thank you for your city leadership for our community.

Sincerely,

Alex D. Mark
Pastor, First Scots Presbyterian Church



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

email: events@cityofbeaufort.org

Name of Event: <u>Annual Community Easter Sunrise Service</u>	Date(s) of Event: <u>April 5, 2020</u> Setup start/end time: <u>6:00-7:00 AM</u> Actual event start/end time: <u>7:00-8:00 AM</u> Take down start/end time: <u>8:00-9:00 AM</u>
Organization/Individual Name: <u>First Scots Presbyterian Church of Beaufort</u>	Address: <u>335 Sams Point Rd. Beaufort, SC 29901</u> Telephone: <u>843-379-0134</u> Email: <u>caroletingram@phon.com</u> <u>Frankie@firstscotsbeaufort.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? NO

Will there be any retail sales? NO

Number of people expected to attend: 250

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?

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 Downtown Operations (843) 379-7519 or events@cityofbeaufort.org.

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 Downtown Operations (843)379-7519 or events@cityofbeaufort.org. 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

2-19-2024
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 Annual Community Easter Sunrise Service

Date of Event: 4/5/26

Contact person: Carole Ingram
Telephone: 843-941-8333

Please check all that apply.

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

**If you answered "no" to the first question, what is your non-profit status? (501 (C) (3), (4) or (6))? (501c3)

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:** 03/04/2026
From: Jennifer Pointer, Administrative Assistant
Item Name: Request for co-sponsorship from Friends of Caroline Hospice to host Release & Remember Event in Henry C. Chambers Waterfront Park on Saturday, April 25, 2026, at 9:00 am to 12:00 pm
Meeting Date: March 10, 2026
Department: Downtown Operations

Background Information:

Introduction:

Request for co-sponsorship from Friends of Caroline Hospice to host Release & Remember Event in Henry C. Chambers Waterfront Park on Saturday, April 25, 2026, at 9:00 am to 12:00 pm

Background:

Request for co-sponsorship from Friends of Caroline Hospice to host Release & Remember Event in Henry C. Chambers Waterfront Park on Saturday, April 25, 2026, from 9:00 am to 12:00 pm. The event runs 11:00 am to 11:30 am and will release butterflies in remembrance of loved ones. Fundraiser for Friends of Caroline Hospice. Expected attendance during the event is 500. This is the same event they have had in years past.

Legal Authority:

Home Rules & General Power

Staff Recommendation:

Staff recommends approval

Placed on Agenda For:

Action

Attachments:

1. 2026-04-25 Release and Remember FOC

2. 2026-04-25 Release and Remember FOC co-sponsor form



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

email: events@cityofbeaufort.org

Name of Event: <u>Friends of Caroline</u> <u>Release + Remember</u>	Date(s) of Event: <u>4/25/26</u> Setup start/end time: <u>9:00</u> Actual event start/end time: <u>11:00-11:30</u> Take down start/end time: <u>11:30-12:00</u>
Organization/Individual Name: <u>Friends of Caroline Hospice</u>	Address: <u>329 Friends Lane Kedge land</u> Telephone: <u>843 525-6257</u> <u>SC 29936</u> Email: <u>keiann@fochospice.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? no

Will there be any retail sales? yes - butterflies + tee shirts

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	
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

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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 Downtown Operations (843) 379-7519 or events@cityofbeaufort.org.

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- \$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 Downtown Operations (843)379-7519 or events@cityofbeaufort.org. 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.

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


Lessee/Applicant Signature

3/4/2026
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 Friends of Caroline Release + Remember

Date of Event: 4/25/20

Contact person: Keinann Ginter

Telephone: 843 525 6257

Please check all that apply.

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

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

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 Council Worksession

Meeting Minutes – Planning Conference Room – 1st Floor

January 27, 2026

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, Court Administrator, introduced Paige Summers.

B. Police Department.

Stephenie Price, Police Chief, introduced Ian Tiarks.

III. HISTORIC DISTRICT TASK FORCE COMMITTEE INTERVIEWS

A. Interviews to be conducted by Council for the Historic District Task Force Committee.

Curt Freese, Community Development Director, provided an overview of what the committee's responsibilities will be.

Council held a question and answer session with applicants Stacey Applegate, Scott Gibbs, Jodie Miller, Martin Nash, George Reynolds, Sue Sagui, Margaret Stocks, Marc Sviland and Fred Washington, Jr.

IV. DISCUSSIONS

A. Fiscal Year 2025 Annual Comprehensive Financial Report.

David Irwin, an Audit Partner with Mauldin and Jenkins, gave a summary of the Financial and Compliance Audit as this is required communication by the external auditors. He stated they are independent from the City as required by Government Auditing Standards. The City received a clean opinion and no audit findings. A clean opinion has been received consistently for the past 18 years.

Alan Eisenman, Finance Director, went over the City's financial position for Fiscal Year 2025 as compared to Fiscal Year 2024. This report will be available for public viewing on the City's website, www.cityofbeaufort.org using Opengov.com, our financial transparency portal.

B. Discussion of establishing a Pilot Social District in Downtown Beaufort.

Linda Roper, Downtown Operations Director, started off by saying City Council previously appointed the Tiger Team to identify strategies to strengthen downtown vitality, support local businesses, and increase economic activity. Through research, stakeholder input, and review of best practices from peer communities, the Tiger Team evaluated opportunities to enhance the downtown experience and encourage longer dwell times.

As part of this work, the Tiger Team recommended exploring the establishment of a downtown social district as one potential tool to increase foot traffic, support existing businesses, and create a more active and connected downtown environment during designated days and times.

City Staff along with our community partners, Beaufort Area Hospitality Association, Beaufort Regional Chamber of Commerce and Greater Beaufort-Port Royal CVB, are exploring the possibility of establishing a pilot Social District in Downtown Beaufort. A pilot approach would allow the City to define district boundaries, operating hours, participation requirements, and safety measures while assessing community response and potential economic impact.

She then went over strengths, challenges and a vision for Downtown. This would be a program to run for 90 days to allow ample time for community feedback. Clear boundaries would be established, and the local businesses will have the option to opt in or out of the program.

The proposed hours would be Wednesday through Saturday from 4:00 pm to 10:00 pm. Beer and wine will be served in designated branded cups. Clear signage will be throughout the district that will outline rules and boundaries.

There was a discussion on the times and days of the week for the pilot program to happen. **Councilman Scallate** feels that 10:00 am - 10:00 pm, 7 days a week, would be a better option as downtown businesses are hurting. He spoke about other places across the United States and what they are doing. **Police Chief, Stephenie Price**, went over some crime statistics from the proposed district. **Councilman Mitchell** is supportive of the program with the suggested limitations. **Mayor Cromer** is supportive as well.

A copy of the proposed Social District Boundaries Map is attached.

C. Discussion on creating a Downtown Advisory Board.

Linda Roper, Downtown Operations Director, stated Council had recommended the formation of a Downtown Advisory Board to provide advisory input on downtown-related policies, programs, and initiatives in support of the City's Strategic Plan. This discussion will determine the Board makeup and focus.

The Downtown Advisory Board will serve as a structured forum for engagement with downtown businesses, property owners, residents, and key partners. The committee will provide recommendations to City Council and staff on matters such as downtown infrastructure improvements, tourism management, parking management, construction impacts, business recruitment and retention, special events, and long-range planning initiatives. This advisory role will strengthen coordination, improve transparency, and support proactive problem-solving.

Scott Marshall, City Manager stated this board would take over the responsibilities of the Tourism Management Advisory Board (TMAC) and this body would be dissolved.

There was a discussion about the membership body composition. This will be a 15 member board.

Downtown Business Representatives (3):

- One (1) retail business representative
- One (1) accommodation business representative
- One (1) tour operator representative Appointed by majority vote of City Council

Two (2) Downtown Property Owners/Developers

Neighborhood Representatives (3):

- One (1) representative from The Point Neighborhood
- One (1) representative from the Old Commons Neighborhood
- One (1) representative from the Northwest Quadrant Neighborhood

Organizational Representatives (6):

- Historic Beaufort Foundation
- Beaufort-Port Royal Convention and Visitors Bureau
- Beaufort Regional Chamber of Commerce
- Beaufort County Black Chamber of Commerce
- Beaufort Area Hospitality Association
- Freedman Arts District

At-Large Member (1): individual who lives or works downtown.

D. Noise Ordinance.

Stephenie Price, Police Chief, stated over the past years, the noise ordinance has served as guidance for addressing loud and unseemly noise within the city. After a discussion during a recent work session, City Council requested staff work collaboratively with the City Attorney to review the ordinance and suggest potential revisions. The resulting review is intended to ensure the ordinance remains effective, legally sound, and reflective of community expectations.

Mayor Cromer stated he would like to see this ordinance being enforced especially from loud music coming from vehicles.

Councilman Scallate mentioned number 6 under exemptions which speaks to railroad equipment in operation on railroad right of ways, should be removed.

Mayor Pro Tem McFee inquired about number 9 under exemptions about amplified music and stated the hours here should be reflected to match the Music District Ordinance.

There was a discussion about how far 85 decibels carries in distance.

E. Discussion of the merits of adopting a “No Comments” Policy on the City’s Facebook page.

Scott Marshall, City Manager, stated the purpose of this discussion is to provide City Council with an overview of the considerations associated with disabling public commenting on the City of Beaufort’s official Facebook page. The discussion is intended to assist Council in determining whether they would be in support of formal adoption of such a policy.

The City uses its official Facebook page primarily as a means of distributing timely information to residents, businesses, and visitors. When a municipality allows comments on an official social media page, the interactive portion of that page is generally considered a limited public forum, which requires viewpoint-neutral moderation and consistent enforcement of content rules.

In recent months, the volume, tone, and complexity of comment activity has increased, requiring greater staff monitoring, higher potential for allegations of selective moderation, and an elevated risk that misinformation or personal attacks will appear directly beneath official City posts. Several municipalities have addressed these concerns by adopting a “no comments” policy that preserves the informational function of the platform while reducing legal and operational burdens.

After much discussion, the general consensus is we should not turn off the comments section. By doing so would give a negative perception. There are pros and cons to each side. The Social Media policy will be updated that will speak to placing disclaimers on our social media platforms.

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

Kate Gill, 2706 North Street
Rob Cahill, 608 Water Street
Jennifer Mader, 24 Francis Marion Circle
Joe Macdermant, 1809 Boundary Street
Mark Cutter, Beaufort Regional Chamber of Commerce
Angela Simmons, USCB Vice Chancellor, Student Development
Tim Newman, Telfair
Amanda Patel, 2450 Boundary Street
Peggy Simmer, 915 Port Republic Street
TJ Belasco, 1402 Palmetto Street

V. EXECUTIVE SESSION

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Receipt of legal advice and discussion of negotiations incident to proposed contractual arrangements.

Councilman Lipsitz made a motion to go into Executive Session and seconded by Councilman Scallate.

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.

VI. ADJOURN

10:07 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

February 10, 2026

I. CALL TO ORDER

6:00 PM

Philip Cromer, Mayor

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

Absent: Mitch Mitchell.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Michael McFee, Mayor Pro Tem

III. PRESENTATIONS

City Manager, Scott Marshall, presented Cora Lee Shoemaker, from Public Works, with a plaque upon her retirement with 31 years of service to the City of Beaufort.

IV. PUBLIC COMMENT

Joe Macdermant, 1809 Boundary Street, spoke about recreation and The Bluff.

Graham Trask, 1211 Bay Street, spoke about the Noise Ordinance and the proposed start and ending times. He also spoke about the Social Media Policy and feels it is the first step towards censorship.

V. 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.

VI. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Character Education Proclamation, Clara Grace Harbin, Beaufort High 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 February 17 - 22, 2026, as Beaufort International Film Festival Week.

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

All were in favor, motion carried.

C. Proclamation proclaiming February 2026 as National Black History Month.

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

All were in favor, motion carried.

VII. CONSENT AGENDA

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

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 from Tidal Creek Fellowship to host their Easter Festival at the Henry C. Chambers Waterfront Park from 12:30 pm - 4:00 pm on Sunday, March 22, 2026, as well as co-sponsorship for use of the park.

L. Request from the Friends of the Library Bookstore to host its annual book sale from Friday, November 6, to Sunday, November 8, 2026, with set-up on November 5, 2026, at the Henry C. Chambers Waterfront Park Pavilion. Friends of the Library is requesting co-sponsorship of the Pavilion for the duration of the event.

M. Request from the Historic Beaufort Foundation to host the 2026 Spring Architect's Tour on Saturday, March 21, 2026, 10:00 am to 2:00 pm, The request includes signage, parking, and the use of golf carts to transport guests to and from the parking areas during tour hours.

VIII. MINUTES

A. Regular Meeting - January 13, 2026.

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

Minutes approved as presented.

IX. NEW BUSINESS

- A. Request from Cub Scout Pack 1 for co-sponsorship of the Henry C. Chambers Waterfront Park for their annual graduation on Saturday, May 16, 2026, from 10:30 am to 2:00 pm.

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

All were in favor, motion carried.

- B. Request from Mr. and Mrs. Denny Wiener of 500 Port Republic St to waive loud and unseemly noise ordinances for a wedding on April 11, 2026, from 6:00 pm to 11:00 pm on their property.

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

All were in favor, motion carried.

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

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

All were in favor, motion carried.

- D. Request for co-sponsorship from The Original Gullah Festival for use of the Henry C. Chambers Waterfront Park, May 21-24, 2026, includes request for a waiver of noise ordinance, waiver of food trucks in the Marina parking lot, request for an on-call electrician during working hours free of charge, access to restrooms after hours and fireworks display 9:00 pm on Sunday, May 24, 2026.

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

All were in favor, motion carried.

- E. Request from the Beaufort Water Festival for use of the Henry C. Chambers Waterfront Park, 10% reduction of rental fees due to closure of the promenade, street closures, sale and use of alcohol, use of day dock, waiver of noise ordinance, and sponsorship of \$7,500.00 for the Opening Ceremony's Fireworks for the 70th Annual Beaufort Water Festival, July 14, 2026, to July 28, 2026.

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

All were in favor, motion carried.

- F. Consideration of a Resolution Establishing a Downtown Advisory Board.

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

Linda Roper, Downtown Operations Director, provided a summary of what this board will be tasked with. This will be a 15 member board with 9 of those members being appointed by Council. The following details the member seats.

Downtown Business Representatives (3)

- One (1) retail business representative
 - One (1) accommodation business representative
 - One (1) tour operator representative
- Appointed by majority vote of City Council.

Downtown Property Owners/Developers (2)
Appointed by majority vote of City Council.

Neighborhood Representatives (3)

One (1) representative from The Point Neighborhood
One (1) representative from the Old Commons Neighborhood
One (1) representative from the Northwest Quadrant Neighborhood
Appointed by majority vote of City Council.

Organizational Representatives (6)

Historic Beaufort Foundation
Beaufort-Port Royal Convention and Visitors Bureau
Beaufort Regional Chamber of Commerce
Beaufort County Black Chamber of Commerce
Beaufort Area Hospitality Association
Freedman Arts District
Each representative will be appointed by majority vote of the respective organization's governing board.

At-Large Member (1)

One (1) individual who lives or works downtown, appointed by majority vote of City Council.

All were in favor, motion carried.

G. Consideration of a Resolution Adopting a Social Media Community Comment Policy.

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

Scott Marshall, City Manager, provided an overview of the policy.

Councilman Scallate made a motion to amend by removing the first bullet:

Reasonable and relevant to the post or topic of discussion.

and changing the language under Public Records Disclaimer to: All comments will be retained in accordance with applicable records retention schedules and will be producible in response to a lawful FOIA request.

also the motion included adding an Appeals Section with the following language:

Appeal Process - Users whose comments have been hidden, removed, or who have been restricted/blocked from commenting on City social media pages may appeal the decision if they believe it was made in error or does not align with this policy.

- Appeals must be submitted in writing (via email to the city manager or designee within 5 business days of the action.)
- The appeal should include:
 - The user's name and contact information.
 - A description of the specific comment or action being appealed (e.g., link to the post, screenshot, or date/time if available).
 - An explanation of why the user believes the comment does not violate the City's

Social -Media Community Comment Policy or applicable law.

- Any supporting details or context.

- Upon receipt of a timely appeal, the City manager or designee will review the appeal, the original comment/action, and this policy.
- A written decision will be provided to the user (via the contact method provided) within 10 business days of receipt, explaining whether the original decision is upheld or reversed.
- If reversed, the comment will be restored, or the restriction will be lifted, allowing the user to repost or resume commenting (subject to ongoing compliance with the policy).
- Decisions are final, though repeated violations may still result in further restrictions under the Enforcement Section.
- This appeal process is intended to ensure fair and consistent application of the policy.
- Users are encouraged to use alternative engagement avenues (listed in the policy) for official inquiries or concerns while an appeal is pending.

The motion was seconded by Mayor Pro Tem, McFee.

All were in favor of the amended motion. Motion carried.

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

H. An ordinance to amend Part 8, Chapter 2, Parking, of the City of Beaufort Code of Ordinances - First Reading.

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

Scott Marshall provided information on why this amendment needs to take place. This was due to the way the last amendment ordinance was written. It created ambiguity regarding whether other sections not listed were to be stricken. Those sections now need to be added back.

Councilman Scallate made a motion to amend by adding:

Employee Parking under Section 8-2001.

Changing the hours for parking in the Library Lot and Playground Lots from 2 hours to 4 hours under Section 8-2002(b).

Changing the hours from 10:00 am to 6:00 pm, to 11:00 am - 7:00 pm under Section 8-2002(f).

Changing fines from \$400 to \$500 for Parking Illegally in a Handicapped Space and changing the Boot Fees from \$60.00 and \$80.00 to \$100.00 under Section 8-2015.1

Mayor Pro Tem, McFee seconded the motion.

All were in favor of the amended motion.

All were in favor of the main motion.

I. An ordinance to amend Part 9, Chapter 1, Section 9-1008, Loud and Unseemly Noise, of the City of Beaufort Code of Ordinances - First Reading.

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

Stephanie Price, Police Chief, stated this ordinance is being presented to improve clarity, consistency, and alignment with current community expectations. The proposed revision

encompasses emerging noise sources, quality of life concerns for residents, and the need to balance neighborhood impacts with business and event activity. Over the past years, the noise ordinance has served as guidance for addressing loud and unseemly noise within the City. After discussion at a recent work session, City Council requested staff work collaboratively with the City Attorney to review the ordinance and suggest potential revisions. The resulting review is intended to ensure the ordinance remains effective, legally sound, and reflective of community expectations.

Councilman Lipsitz would like to see the section that speaks to Bay Street and its sidewalks, bounded by Carteret and Charles Streets, noise generated by the unamplified human voice remain that is in the lined version 4b. Mayor Pro Tem, McFee stated this was added due to a lawsuit that occurred in 1989. He believes the language was specific to that lawsuit and must remain in the ordinance. If this is mandated, then it must stay. This will be looked into.

Mayor Pro Tem, McFee thinks the decibel levels are too high. Looking at the National Institute of Hearing Loss, he feels the highest decibel we should be looking at is 70. Councilman Scallate provided his viewpoint on this matter. He mentioned noise being plainly audible at 50 feet away from the source. Feels it is easier to enforce by measuring distance rather than decibel levels. Councilman Scallate would also like to see the time change from 7:00 am to 8:00 am for heavy equipment keeping it the same as the ordinance currently reads.

Councilman Lipsitz made a motion to postpone First Reading until the next meeting. The motion was seconded by Councilman Scallate.

All were in favor, motion carried.

X. PUBLIC COMMENT – NON-AGENDA ITEMS

Amanda Patel, 2450 Boundary Street, addressed the recent FOIA breach and the hiring of a third party to do the investigation. A copy of her remarks are attached to the minutes.

Dick Stewart addressed Council about the gifting of a fence in the Henry C. Chambers Waterfront Park by the Freedman Arts District.

Greg Braswell, 2200 Wilson Drive, spoke about permitting for the Pigeon Point Boat Landing.

Jennifer Mader, 24 Frances Marion Circle, read the rest of Amanda Patel's remarks.

XI. REPORTS

City Manager's Report

Wanted to make the public aware the FOIA release which included over 9,000 unredacted emails only went to one party, and that was the requester. As soon as the City became aware there was information that should not have been released, the party was notified. We requested to exchange the information with a redacted copy of the same information. How other parties are aware of what is exactly in that FOIA, we have no idea. Someone else must have released it to them because the City did not release those documents to Ms. Mader or to anyone else except for the people who were requesting it and too Councilman Scallate. That was the extent of the City's release.

Thanked Council for the productive Planning Retreat we had on January 29 and January 30, as well as to the public for their participation. Special thanks to Rob Cahill, Diane Farelly, and Graham Trask for their well thought out contributions and public comments. The retreat, along with all other public

meetings, is available to watch on the City's YouTube channel. Staff received direction from Council to research and bring back detailed information to them for consideration in future work sessions on a variety of topics. These topics include but are not limited to the feasibility of divestiture of certain real property assets, further discussion of activities that could be deemed non-essential and more appropriate for others to manage, and possible incentives to encourage annexation and redevelopment in certain areas of the City.

Progress continues on both the Charles-Craven and King Street drainage projects. Weather permitting, we expect crews to begin paving this week on the intersection of Bay and Charles Streets.

To improve project status and communications on the Charles-Craven project, SCOR has established a website devoted solely to this project at <https://scor.sc.gov/Beaufort>. The site contains the project's history, major project updates and real-time updates.

Is proud to report that Mauldin & Jenkins recently provided results of their annual financial and compliance audit of the City's finances. The audit was clean with no findings or discrepancies, which is an incredible testament to the financial stewardship and management of taxpayer resources. Congratulations to our Finance Director, Alan Eisenman and his team for a great job year after year.

Last Friday, we celebrated, together with the Town of Port Royal, a push-in ceremony for a new ladder truck at Fire Station 2. This new truck provides our fire department with our greatest reach and lifesaving capabilities. It has a 107-foot ladder and on-board crash response tools that are battery powered and ready to operate as soon as our firefighters arrive on scene. The truck, as most firetrucks this size, is an individual custom build and took the better part of two years from the time the City contracted for it until production was finished. This \$1.6 million purchase was made without incurring any additional debt to our taxpayers; a testament to prudent financial planning and budget execution by our Finance Department and Fire Department.

Hopes you will join us on Thursday, February 12, 2026, at 11:00 am. for a special event at the Depot Road Trailhead. Friends of the Spanish Moss Trail will host a dual event. They will host a ribbon cutting for the opening of the Spanish Moss Trail to Downtown Beaufort connector and also celebrate the Kids in Parks National Designation.

A Taste of Beaufort is coming up quickly. Friday, May 1 & Saturday, May 2, 2026. Downtown Operations is calling all musical acts to light up our stage with incredible sounds, good vibes, and unforgettable performances for our Saturday show. Interested artists should contact our Downtown Operations staff for their moment in the spotlight.

Lastly, a reminder City offices will be closed on Monday, February 16 in honor of Presidents' Day.

Mayor's Report

Reported on events and meetings he attended which included the MASC Hometown Legislative Action Day in Columbia.

Mayor Pro Tem, McFee

Reported the Lowcountry Council of Governments will be holding a Hazard Mitigation Plan Public Meeting on February 12, 2026, for Natural and Manmade disasters in Yemassee, SC.

Councilman Scallate

Is thankful for City employees like Cora Lee Showmaker that dedicated 32 years of time in helping establish integrity. Thankful for Public Works on having a team that can work efficiently and effectively. Excited to see the youth that are coming in as well. On the other hand, we have heard a

lot of criticism on several different things. Knows that it is hard to sometimes receive criticism. But is thankful for it, as it is necessary in order to grow.

Councilman Lipsitz

Congratulated Cora Lee Shoemaker on her retirement.

Congratulated Scott Marshall on a successful retreat.

XII. EXECUTIVE SESSION

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (1) of the South Carolina Code of Law: Discussion regarding personnel - Boards, Commissions and Committees.
- B. 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.

Councilman Lipsitz made a motion to go into Executive Session and seconded by Councilman Scallate.

All were in favor, motion carried.

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

All were in favor, motion carried.

Actions taken after coming out of Executive Session.

Mayor Pro Tem, McFee made a motion to appoint Stacy Applegate, Scott Gibbs, Jodie Miller, Sue Sagui, Marc Sviland and Fred Washington Jr. to the Historic District Task Force Committee. Mr. Washington will serve as an Ex-Officio member. The motion was seconded by Councilman Scallate.

All were in favor, motion carried.

XIII. ADJOURN

8:26 PM

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

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 Council Capital Projects Workshop

Meeting Minutes – Planning Conference Room – 1st Floor

February 17, 2026

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. DISCUSSION ITEMS

A. Quarterly Capital Improvements Program (CIP) Update.

Brian Ranger, Interim Capital Improvements Program Director, provided an update on all the active and upcoming projects. He addressed Council's questions and concerns.

Projects covered:

Pigeon Point Landing - The permitting process began on November 1, 2026. The review and issuing of the permit could take up to one year. Once the regulatory agencies permit process is completed, the plans will be presented to City Council and the City for approval. The City is aware of the neighborhood concerns regarding the proposed kayak launch and the potential increase in vehicular traffic. The City is currently pursuing funding sources.

Zack Hutcherson with Davis and Floyd and J.W. Weatherford with O'Quinn Marine answered questions from the public and Council and provided information on the permitting process. They stated any type of improvements to the area must adhere to today's rules and regulations as they relate to storm water runoff.

King Street Drainage Project - Construction activities on King Street have resulted in minor impacts to local residents. Detour routes and maps have been posted on the City's website, and off-site parking arrangements have been coordinated for residents affected when work reaches individual homes and driveways. First responders are being continuously updated regarding road closures.

Work began at the intersection of King and Hamilton Streets and is progressing toward Carteret Street. The initial phase involved relocating underground utilities that conflicted with the installation of new storm drainage infrastructure, including both gas and water lines. The primary challenge to date has been managing groundwater conditions. BJWSA and Dominion Energy have been onsite working collaboratively with the contractor.

BJWSA has requested additional waterline replacements from King & Hamilton Street, toward Pinckney Street. This was not in the additional scope of work.

As of February 13, 2026, J.H. Hiers Construction has installed 337 linear feet of water line, 125 linear feet of sewer pipe and 184 linear feet of storm drain pipe. City staff are conducting daily site visits.

Expected Completion Date: June 19, 2026

Charles/Craven Street Drainage Project - This project has experienced several unforeseen delays, including significant groundwater intrusion and the discovery of an existing brick storm drain located within the alignment of the newly installed storm drainage system. As of February 13, 2026, Gulf Stream Constructors has installed twenty-three sections of 8-foot by 72-inch reinforced concrete pipe (RCP) and three major manhole structures.

Due to extremely cold temperatures, the reopening of the Charles Street and Bay Street intersection has been rescheduled for Monday , February 16, 2026.

Wedges will be used to transition from road surface, 2 inch drops for horses and vehicular traffic until final surface is installed.

Gulf Stream Contractors anticipates improved productivity once work progresses beyond Port Republic Street, as this represents the most technically challenging portion of the project.

The next BJWSA water shutdown is anticipated for mid-February, pending confirmation of affected merchants and residents. Brockington Archaeological Services has been onsite over the past several weeks to monitor construction activities in archaeologically sensitive areas.

The Charles Street Drainage Project webpage—approved by SCOR, the City of Beaufort, and McCormick Taylor—is available at: scor.sc.gov/Beaufort.

City staff continue to provide regular updates to local merchants and affected residents and are coordinating detours, alternative parking arrangements, and trash collection services as needed.

Expected Completion Date: December 31, 2026.

Day Dock at Waterfront Park - McSweeney Engineering is currently designing and permitting modifications to the Day Dock. The permit application has been submitted, and the preliminary design phase is complete. FME Consultants are conducting a pile analysis using data from Phase I to support the final design. Upon receipt of this analysis, construction documents will be finalized.

Linda Roper, Downtown Operations Director, provided an update on the permitting for the Marina Day Dock (Dinghy Dock). The entire dock will be replaced that was damaged during Hurricane Helene. It is to be a 10 foot wide structure for boats to be able to moor on both sides. She stated a Request for Proposal (RFP) would be submitted for each dock. They will not be combined.

Washington Street Park - Phase I is 100 percent complete. All site furnishings and playground equipment have been ordered. Concrete work began in January and is scheduled for completion by the end of February. Landscaping is anticipated to begin during the first week of March.

Projected Completion Date: April 25, 2026.

Southside Park Phase II - The project has been divided into five construction phases. The City is currently awaiting an updated cost estimate from Davis & Floyd. The Phase II layout is under staff review, and a proposed plan will be presented to staff and City Council. The engineering and architectural team has effectively allocated appropriate spacing for elements outlined in the master plan. Upon approval, Phase II will be advertised for bidding. Phase 2 consists of Disc Golf, Dog Park Improvements, ADA Parking Improvements , and Water Service upgrades in dog park.

There was a discussion about the funding for this project and the number of phases associated with it. Is there two or five. **Ms. Roper** provided information on how five came about through the Southside Park Task Force. **Councilman Scallate** is concerned about the funding and would like to see any additional funds the City might have go towards the Waterfront Park, as this is a priority and major concern. **Councilman Lipsitz** wants to ensure funds for the dog park improvements; disc golf and ADA parking remain, as the citizens have been promised this for a very long time.

1st South Carolina Volunteers Park - The City and its stakeholders continue productive discussions as this project gains momentum toward planning and design. The City and County are working collaboratively. A survey of the property was completed on January 26, 2026, and a contract with Davis & Floyd was executed on February 6, 2026.

Duke Street - Davis & Floyd anticipates completing all necessary permitting documents by the end of February. Coordination with SCDOT and local utility providers is ongoing, as several utility conflicts must be resolved prior to permitting. BJWSA is currently finishing up drafting of their potential utility relocation plans.

Bayard Street - The project addresses failing drainage infrastructure serving Bayard, Duke, New, and East Streets. The city is awaiting final engineering and design plans from Davis & Floyd before proceeding with regulatory permitting and bidding. A wetland impact study is currently under review. Comments from the U.S. Army Corps of Engineers regarding the Regional General Permit are also pending. John Gray of Davis & Floyd has completed and recorded all necessary easement documents.

Pigeon Point Stormwater Study - The City sent out a Request for Qualifications (RFQ) for the project and is currently in the consultant selection phase, with the intent to move into bidding.

Waterfront Park - McSweeney Engineering is continuing to work on the next phase of this project and anticipates presenting conceptual design materials for the future promenade to the Waterfront Advisory Committee by the end of the first quarter. These concepts will reflect prior discussions between the Committee and the engineering team.

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

Robin Koppernaes, 2423 Pigeon Point Road
Dan Sulka, 905 Charlesfort Street
Graham Trask, 1211 Bay Street
Charlie Russo, 1231 Lady's Island Drive
Heather Winch, 309 Federal Street
James White, 521 New Street

III. ADJOURN

7:05 PM

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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.

DRAFT



City Council Worksession

Meeting Minutes – Planning Conference Room – 1st Floor

February 24, 2026

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. City Manager's Office.

Scott Marshall, City Manager introduced Eric Claussen.

B. Fire Department.

Tim Ogden, Fire Chief introduced Dwight Isenhour and Collin McCurry.

C. Police Department.

Lt. Trish Mendicino introduced Dustin McNeil and Joel Quarti.

D. Public Works Department.

Nate Farrow, Public Works Director, introduced Bailey Jato-Dutton.

III. PRESENTATIONS

A. Strategic Partner Presentations.

The following shared their activities and requests for the upcoming Fiscal Year with Council and answered any questions they had.

South Carolina Nurse Retention Program, Prichards Island Research, South Coast Cybersecurity Center, Palmetto Breeze, Beaufort County Economic Development Corporation, CVB, Beaufort Area Hospitality Association, National Park Service, Historic Beaufort Foundation, Beaufort Digital Corridor, and the Beaufort Chamber of Commerce

B. Capital Waste Recycling Program overview and clarification of curbside guidelines.

Linda Roper, Downtown Operations Director, introduced CFO Brian Yourston, Jessica Beasley, Paige Barker and Rob Scott with Capital Waste. They provided information about the recycling program and how it works within the City of Beaufort. This included items that can and cannot be recycled.

A copy of Recycling 101 is attached.

C. Dominion Energy 2026 Right of Way activities.

Scott Marshall, City Manager, stated Dominion Energy will be conducting routine right-of-way tree trimming throughout the City of Beaufort beginning in the Spring 2026. The estimated start time is April. Dominion Energy will hold a public information session at City Hall, 1911 Boundary Street, on March 26, 2026, in the Planning Conference Room from 4:00 - 6:00 pm. Dominion Energy periodically performs vegetation management within utility rights-of-way to maintain electric system reliability and public safety. Dominion asserts activities will comply with ANSI-A300 standards and International Society of Arboriculture guidelines. To facilitate coordination and responsiveness, the City will designate a dedicated staff liaison to serve as the primary point of contact with Dominion Energy for the duration of the trimming program. The City will utilize its full range of public communication channels to keep residents informed about scheduling and what to expect during trimming operations.

IV. DISCUSSIONS

A. American Rescue Plan Act (ARPA) spending deadline and financial update.

Alan Eisenman, Finance Director, started off by giving some background information on the program. He stated the City received \$6,689,031.00 in ARPA Funds from the Treasury in two payments in September 2021 and September 2022. The City also received \$1,000,000.00 in funds from Beaufort County between June 2022 and April 2023 for Cyber Security and Good Neighbor Programs. The City has earned \$720,760.00 in interest on investments of ARPA funds as of December 31, 2025, not subject to obligation deadlines. Funds must be expended by December 31, 2026, or the funds must be returned. He provided a financial update through December 31, 2025. He then went over a path moving forward which deals with the reallocation of \$342,986.00 in funds to other projects. Staff recommends these funds go to Duke Street or the Waterfront Park.

B. Amendments to Chapter 2 Weeds, Sec. 6-2003: and Chapter 3 Litter and Trash Sec. 6-3005.

Curt Freese, Community Development Director, and Ken Meola, Code Enforcement Officer, stated these amendments are being proposed to provide a more efficient and plausible means to resolve property maintenance issues within the city as they relate to overgrown lawns/weeds and trash/litter. Right now the city can abate the issues and bill the property owner for the costs of the services required to bring the property into compliance regarding the violations. Upon failure of payment being rendered for those services, the current ordinance(s) allow for the city to place the cost of those services as a lien on the property in favor of the city. The issue with regard to taking this action is the lien cannot be collected until the property is sold or if the accumulated costs are exorbitant enough, through a foreclosure process. Instead of placing a lien on property, they would place the costs associated with the cleanups that were provided on their property tax bills. This regulation already exists in the City Code of Ordinances for abatement of unfit houses in Chapter - 1, Article B, Section 5-1028. The City has successfully utilized this in the past to collect costs for services for actions taken in that capacity. They want these sections to have the same language. The City would still continue to work towards voluntary compliance from property owners.

Councilman Lipsitz inquired about liability issues regarding City employees going onto someone's private property.

Councilman Scallate inquired about possibly adding some language that the costs associated would be reasonable for the type of service provided.

C. Freedman Arts District proposal for Art in the Park.

Dick Stewart, spoke to Council about placing some artwork throughout the Henry C. Chambers Waterfront Park, along the new fencing that is set to be installed. This would be considered a Sculpture Trail. They would like to place 12 pieces of art that would include a small plaque providing the name of the piece, a short paragraph about the artist and the Freedman Arts District logo and QR Code.

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

Jared Madison, 2618 Holmes Drive
Joe Macdermant, 1809 Boundary Street

V. 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 pending litigation.

Councilman Lipsitz made a motion to go into Executive Session and seconded by Councilman Scallate.

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.

VI. ADJOURN

10:31 PM

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City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/17/2026
From: Scott Marshall, City Manager
Item Name: An ordinance to amend Part 8, Chapter 2, Parking, of the City of Beaufort Code of Ordinances - Second Reading
Meeting Date: March 10, 2026
Department: City Managers Office

Background Information:

Introduction:

Most of the sections of Part 8, Chapter 2 — Parking in the Codes of Ordinances, need to be re-added due to some perceived ambiguity in the way the previous ordinance was written. None of the language was changed. This is to get the sections back in our Code of Ordinances as they should be.

Background:

On July 8, 2025, the City enacted Ordinance 2025-17 for the purpose of amending Sections 8-2001, 8-2001.4, 8-2002, 8-2003, 8-2005, 8-2006, 8-2009, 8-2010, 8-2012, and 8-2016 of the City of Beaufort Code of Ordinances and add a new Section 8-2015.1

The language of Ordinance 2025-17 created some perceived ambiguity regarding whether the sections of Part 8, Chapter 2 not listed above, were to be stricken.

It is necessary that City Council resolve any ambiguity created by Ordinance 2025-17 to accurately reflect the provisions of Part 8, Chapter 2.

Legal Authority:

South Carolina municipalities are granted broad police powers under S.C. Code Ann. § 5-7-30, which authorizes municipal councils to enact ordinances “not inconsistent with the Constitution and general law of this State, for the good order, peace and health of the municipality, and for the safety and welfare of its citizens.” This authority serves as the legal foundation for adopting and amending ordinances regulating parking, traffic, and the use of public spaces within the City’s jurisdiction.

Staff Recommendation:

Staff Recommends approval. Amendments made at first reading have been corrected.

Placed on Agenda For:

Action

Attachments:

1. Part 8, Chapter 2 restore
2. Chapter 2 Restructured for Codification with strike through

ORDINANCE 2026/01

AN ORDINANCE TO AMEND PART 8, CHAPTER 2 OF THE CITY OF BEAUFORT CODE OF ORDINANCES.

WHEREAS, the City of Beaufort City Council has the authority to amend its Code of Ordinances when it deems it to be in the best interest of the citizens of the City, and now desires to do so with respect to the subject of parking;

WHEREAS, on July 8, 2025, the City enacted Ordinance 2025-17 for the purpose of amending Sections 8-2001, 8-2001.4, 8-2002, 8-2003, 8-2005, 8-2006, 8-2009, 8-2010, 8-2012, and 8-2016 of the City of Beaufort Code of Ordinances and add a new Section 8-2015.1;

WHEREAS, the language of Ordinance 2025-17 created some perceived ambiguity regarding whether the sections of Part 8, Chapter 2 not listed above were to be stricken;

WHEREAS, it is necessary that City Council resolve any ambiguity created by Ordinance 2025-17 to accurately reflect the provisions of Part 8, Chapter 2.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, that Part 8, Chapter 2 of the City of Beaufort Code of Ordinances, in its entirety, is hereby stricken and replaced with the provisions shown on Exhibit A, hereto, so that Part 8, Chapter 2 shall read as shown on Exhibit A.

PHILIP E. CROMER, MAYOR

Attest:

TRACI GULDNER, CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

Reviewed by: Reviewed as to form by Ben Coppage, City Attorney

Sec. 8-2001. Authority to establish zones.

The city council shall have the authority to establish no-parking zones, restricted parking zones, parallel parking zones, loading zones, employee parking zones, handicapped parking zones and metered parking zones.

(Ord. No. 2025-17, 7-8-25)

Sec. 8-2001.2. No-parking zones.

No-parking zones are established in the city by the posting of official "No Parking" signs along roadways or where the curb line has been painted yellow. It shall be unlawful to park a motor vehicle or trailer in any area so marked.

(Ord. No. 0-01-83, § 3, 1-11-83)

Editor's note-Sections 3 and 4 of Ord. No. 0-01-83 added §§ 8-2002 and 8-2003; the editor has redesignated these provisions as §§ 8-2001.2 and 8-2001.5.

Sec. 8-2001.4. Definitions.

- (a) *Impoundment* means removal of a vehicle to a storage facility either by an officer or other persons authorized by the chief of police or by a contractor for towing and storage in response to a request from an officer or other persons authorized by the chief of police.
- (b) *Metered parking* means certain parking spaces which may only be occupied by a vehicle if the payment required by this chapter is made in the manner specified in section 8-2015.1 of this chapter.
- (c) *Truck* means every vehicle designed, used or maintained primarily for the transportation of property.
- (d) *Vehicle* means an automobile, truck, motorcycle, or other motor-driven form of transportation.
- (e) *Vehicle immobilization equipment* means a nondestructive parking enforcement device that prohibits the movement of the vehicle through the use of a locking mechanism attached to the wheel of the vehicle. (Ord. No. 2025-17, 7-8-25)

Sec. 8-2001.5. Loading zones.

- (a) Loading zones have been designated in the city for customer and merchant convenience in the loading and unloading of merchandise or supplies. The curb or curb line of loading zones are painted red. It shall be unlawful for any vehicle to park or stand in a loading zone unless such vehicle is being used to load or to unload merchandise or supplies, and, when loading or unloading for any period in excess of thirty (30) minutes.

- (b) The city designates all metered parking spaces on Bay Street, Carteret Street, Scotts Street and West Street as loading zones during the hours of 6:00 a.m. through 10:00 a.m., Mon-day through Saturday.
- (c) Truck loading zones have been designated in the city exclusively for use by trucks in the delivery or pick-up of freight, merchandise or supplies. The curb or curb line of truck loading zones are painted red. It shall be unlawful for any vehicle to park or stand in a truck loading zone unless such vehicle is a truck and is in the process of loading or unloading freight, merchandise, or supplies and not exceed any period in excess of thirty (30) minutes.
- (d) Reserved.
- (e) Enforcement of loading zones and truck loading zones will be from 9:00 a.m. to 7:00 p.m. Monday through Saturday. Loading and truck zones will be enforced during any period of designated free parking in the downtown district. (Ord. No. 0-01-83, § 4, 1-11-83; Ord. No. 0-04-92, 2-11-92; Ord. No. 0-18-99, 4-13-99; Ord. No.0-03-02, 2-12-02; Ord. No. 0-04-16, 2-23-16)Note-See the editor's note for § 8-2001.2.

Sec. 8-2001.6. Handicapped parking.

- (a) It shall be unlawful for any vehicle to park in a space designated for the handicapped without prominently displaying a legally obtained placard, issued by the South Carolina Department of Motor Vehicles or other authorized agency, indicating that the operator and/or passengers of the vehicle are handicapped persons.
- (b) This section shall be enforced year-round, twenty-four (24) hours per day.
- (c) Violation of this section shall result in the citation and fine of the vehicle's owner as set forth in section 8-2002(£)(6) of this chapter. (Ord. No. 0-20-04, § 1, 7-27-04)

Sec. 8-2002. - Metered Parking.

- (a) Any person parking any vehicle in a parking space for which a parking meter or pay station has been installed on the city streets or municipal parking lots shall, upon entering the parking space, immediately deposit or cause to be deposited in the meter or pay station the proper coinage, or other legal tender, to satisfy the meter's or pay station's requirements for the time period for which the vehicle will remain in the parking space. Failure to so deposit coins or legal tender sufficient to put the meter or pay station in timed operation for the time period for which the vehicle will remain in the parking space shall constitute a violation of this section and shall subject the person to the penalties hereinafter set forth.

(b) Parking rates shall be one dollar (\$1.00) for each hour on Bay Street, Bay Street Extension, Port Republic Street, and the side streets from Bay Street to Port Republic Street.

Parking rates shall be one dollar (\$1.00) for each hour in the Marina Lot, Library Lot, Playground Lot, Saltus Lot and Scott Street Lot.

Parking rates shall be fifty cents (\$0.50) for each hour on side streets north of Port Republic Street, Craven Street excluding the ninety-minute parking in front of the Visitors Center which will have a rate of one dollar (\$1.00) for each hour.

Parking rates for the Carteret Street Lot shall be fifty cents (\$0.50) for each hour.

Parking on Bay Street and side streets to Port Republic Street shall have a time limitation of two (2) hours.

Parking on Port Republic Street and side streets north of Port Republic Street shall have a time limitation of four (4) hours.

Parking in the Library Lot and Playground Lot shall have a time limitation of four (4) hours.

Parking in the Marina Lot, Scott Street Lot, Saltus lot, the Carteret Street Lot, and on Craven Street, Bay Street Extension and Newcastle Street shall not have a time limitation.

All other metered parking shall have a time limitation of four (4) hours.

(c) It shall be unlawful and a violation of the provisions of this section for any person to deface, injure, tamper with, open or willfully break, destroy, steal, take, or impair the usefulness of any parking meter or pay station installed on the streets of the city. Each such meter or pay station violation shall constitute a separate offense.

(d) It shall be unlawful and a violation of this section to deposit or cause to be deposited in any parking meter or pay station, any slugs, device, metallic substance, or paper, that does not constitute legal tender of the United States of America.

(e) The city shall have lines or markings painted or placed upon the curb or on the street adjacent to each parking meter for the purpose of designating the parking space for which each

meter is to be used and the operator of a vehicle, when parking the vehicle in a parking space shall keep the vehicle within the lines or markings so established.

(f) Parking regulations as herein set forth shall be in effect from the hours of 11:00 a.m. until 7:00 p.m. each Monday through Saturday, except as otherwise noted herein. Sundays and federally recognized holidays are excluded from the provisions hereof.

(g) The specified coin or coins required to be deposited in parking meters as provided herein are hereby levied and assessed to provide for the proper regulation and control of traffic upon the public streets, and also the cost of supervision and regulating the parking of vehicles in the parking spaces of the streets and to cover the cost of purchasing, acquiring, installation, operation, maintenance, supervision, regulation and control of the parking meters mentioned herein. Parking revenues may also be used to encourage and promote tourism and business in the city.

Sec. 8-2003. - Vehicles and property may be removed.

(a) Any motor vehicle or trailer improperly parked or left standing upon the streets or public ways or any motor vehicle or trailer improperly parked or left standing on any other public property of the city not specifically designated for public parking, may be removed or caused to be removed by any police officer.

(b) Any motor vehicle, or other personal property parked or left standing upon the street or public ways of the city in excess of forty-eight (48) hours may be removed or caused to be removed by any police officer.

(c) When an event arises necessitating the removal of any vehicle upon a public street, to include without limitation, fire, water main leak, parade with prior notice, paving, blocking private driveways, etc., any police officer is authorized to have the vehicle removed after a reasonable attempt to locate the owner or driver.

(d) When the driver of a vehicle is placed under arrest for the commission of an offense and the driver does not wish his vehicle to be driven by his/her passenger, then the vehicle will be towed by a wrecker service of the driver's choice, or if the driver expresses no preference as to wrecker service, the wrecker rotation call list will be used.

(e) When a vehicle or trailer is to be removed from the streets or public ways of the city, the police officer will solicit the aid of authorized commercial towing companies from the wrecker rotation call list maintained by the chief of police. Vehicles or trailers towed will be stored in commercial storage facilities within the city or as directed by the chief of police. All costs and fees for commercial towing or for removal shall be paid by the owner or driver of the motor vehicle before the return of the towed property.

(f) All wrecker services participating in the wrecker rotation agree to abide by the maximum standard fee schedule for all services rendered in response to police-directed tows. The city adopts, incorporates herein, and utilizes as its maximum standard fee schedule the Maximum Allowable Fees for Rotation List Calls as adopted annually by the City of Beaufort and current at the time of the tow. The applicable rate for towing and storage is determined by the minimum wrecker classification required for the tow, regardless of what class of wrecker performs the tow.

(g) Commercial wrecker or towing companies to be eligible to be placed on the wrecker rotation call list, maintained by the chief of police, must show proof of, and maintain in effect, garage keepers legal liability insurance with a minimum total coverage amount of twenty thousand dollars (\$20,000.00) aggregate with maximum deductibles to the garage keeper of one hundred dollars

(\$100.00) on comprehensive coverage and two hundred fifty dollars (\$250.00) collision coverage; and garage liability insurance with minimum limits of fifty thousand dollars (\$50,000.00) per person; one hundred thousand dollars (\$100,000.00) per accident bodily injury coverage and fifty thousand dollars (\$50,000.00) per accident property damage coverage. All applicants will be required to furnish certificates of insurance from their insurance carrier before being placed on the qualified towing list. Such certificate shall contain a provision stating that the police department will be given at least fifteen (15) days' notice in the event of cancellation of the policies certified in the certificate.

(h) Any motor vehicle or other personal property parked or left standing in the public parking spaces in any city parking lot in excess of twenty-four (24) hours may be cited for unauthorized parking and after forty-eight (48) hours, may be or caused to be removed by any police officer.

(i) All vehicles parked on city streets or any public property must be licensed and insured under the laws of this state and have a current license tag attached thereto, and any vehicle in violation of this requirement may be removed or caused to be removed by any police officer.

(j) Trucks, tractors or tractor-trailers having a capacity of two and one-half (2½) tons or more, front or rear-end loaders, or any other kind or type of strictly commercial, industrial or farming equipment parked or left standing in residentially zoned areas for other than loading or unloading or delivery of services, may be removed or caused to be removed by any police officer. Automobiles, small trucks and vans utilized for personal or business purposes of less than two and one-half (2½) tons' carrying capacity, are excluded from the provisions of this subsection.

Sec. 8-2004. Vehicles not to be parked on streets or sidewalks for routine repairs.

No person shall perform mechanical work or repair work, unless of an emergency nature, upon any truck or vehicle parked or placed upon any street or sidewalk in the city limits.

Sec. 8-2005. - Parking of vehicles containing dangerous substances

(a) It shall be unlawful to park and leave standing upon the public streets and public ways of the City any vehicle, tank, or trailer used for the transportation of gasoline, fuel oil, liquefied petroleum gas, or other flammable or explosive liquids at any time between 6:00 p.m. and 8:00 a.m. of the following day or between 6:00 p.m. of the day preceding any Sunday or legal holiday and 8:00 a.m. of the day following a Sunday or legal holiday.

(b) Reserved.

(c) Vehicles parked or left standing upon the public streets or public ways of the city in violation of the provisions of this section may be moved under the order and direction of the police department to a safe parking or storage location.

Sec. 8-2006. - Parked vehicles to be licensed; parking with flow of traffic

(a) It shall be unlawful to park or store for more than forty-eight (48) hours on any lot within the city, except in completely enclosed buildings, any vehicle of any kind or type, with or without operative motive power, required or permitted to be registered and/or licensed under the laws of the state, or any frame, chassis or body thereof, unless there be affixed to the vehicle

current license plates, except for lots licensed for automobile dealerships for new and/or used motor vehicles.

(b) Parking of vehicles at service stations or garages for service or repair is subject to the provisions of Sec. 3.7.2.D. of the Beaufort Development Code.

(c) Vehicles will park where authorized on the shoulder of the road or next to the curb in the same direction as the nearest flow of traffic. Violations of this provision are classified as "parking on the wrong side of the road."

Sec. 8-2007. Overnight parking on Bay Street.

(a) It shall be unlawful for any person to park or cause to be parked any vehicle overnight on the southside of Bay Street between Newcastle Street and Hamar Street.

(b) It shall also be unlawful to park or cause to be parked at any time a camper or recreation vehicle (RV) in the areas described in subsection (a).

(Ord. No. 0-29-78, 10-24-78; Ord. No. 0-17-79, 8-28-79; Ord. No. 0-32-89, 12-12-89)

Sec. 8-2008. Truck, etc., parking in residential areas prohibited.

It shall be unlawful for any person to park or cause to be parked a truck, tractor or tractor-trailer having a capacity of two and one-half (2½) tons or more, front- or rear-end loader, or any other kind or type of strictly commercial, industrial, farm, transportation or recreational equipment parked or left standing upon the streets or shoulder of the road in any residentially zoned area of the city, except for delivery of services. Automobiles, small trucks and vans utilized for personal or business purposes of less than two and one-half (2½) tons' carrying capacity, are excluded from the provisions of this section. (Ord. No. 0-04-83, 4-26-83)

Sec. 8-2009. - Parking on private property.

(a) It shall be unlawful for any person to park or cause to be parked any vehicle upon a private parking lot where appropriate signs have been posted by the owner "Reserved for customers (and/or) employees only," unless the person at the time of parking is a customer or employee of the business located thereon. There is no prohibition of public parking on public streets adjacent to a business or private property, so long as such parking is within the street right-of-way.

(b) It shall be unlawful for any person to park or cause to be parked any vehicle upon private property where signs have been posted by the owner which state "No parking, private property." There is no prohibition of public parking on public streets adjacent to a business or private property, so long as such parking is within the street right-of-way.

(c) Any vehicle found in violation of this section will be ticketed for "Parked in a reserved space" or "Parked on private property" and shall be subject to a fine as shown in section 8-2015.1.(c). In the event the vehicle is not moved within four (4) hours of the issuance of the notice of violation, it is subject to be towed away at the expense of the vehicle owner.

Sec. 8-2010. - Marina customer parking in Henry Chambers Waterfront Park.

- (a) Persons who rent docking spaces in the downtown marina and are present while servicing or repairing their watercraft, or while the boat is away from the assigned space are eligible for free parking in designated spaces adjacent to the downtown marina. Authorized extended parking will be verified by a numbered city permit, issued by the dock master, and hanging from the inside rear-view mirror of the vehicle. Only one extended parking permit is authorized for each boat space. Permits are not transferable.
- (b) Section 8-2015.1.(c) applies for violations of this section.

Sec. 8-2011. Reserved.

Editor's note-Section 7 of Ord. No. 0-07-10, adopted March 9, 2010, deleted § 8-2011, fees for rental of metered parking spaces, which had derived from Ord. No. 0-21-90, adopted July 24, 1990; and Ord. No. 0-10-01, adopted Feb. 13, 2001.

Sec. 8-2012. - Meter feeding.

No person shall continuously park a vehicle in any on-street parking meter zone longer than the maximum limit of parking time obtainable by the single operation of such meter, nor shall such person deposit or cause to be deposited in an on-street parking meter a coin for the purpose of extending parking time beyond such maximum limit. The penalty for violating this provision shall be the same as that for other parking violations as outlined in this chapter, section 8-2015.1.(c).

Sec. 8-2013. Occupancy of two metered spaces by one vehicle.

No vehicle shall protrude beyond the marking designating a metered parking space, except that a vehicle too large to be parked within a single metered parking space may occupy two (2) adjacent parking meter spaces when coins have been deposited in both meters as required by the lettering on such meters.

(Ord. No. 0-09-91, 2-12-91)

Sec. 8-2014. Other parking violations.

Other parking violations that may be written are all parking violations contained in Section 56-5-2530, Code of Laws of South Carolina. (Ord. No. 0-17-94, 8-9-94)

Sec. 8-2015. Reserved parking for motor coaches and boat trailers.

Six (6) parking spaces shall be reserved exclusively for motor coaches (including other touring vehicles over twenty-five and one-half (25 1/2) feet in length) and three (3) parking spaces shall be reserved exclusively for boat trailers in the visitor's center parking lot on a twenty-four-hour per day, three hundred sixty-five-day per year basis. However, other vehicles may park in the six (6) motorcoach spaces, as available, with prior approval of the tour vehicle coordinator.

(Ord. No. 0-05-96, 2-13-96)

Cross reference-Long term parking, § 7-11014.

Sec. 8-2015.1. Notices of Violations and Penalties

(a) A notice of violation of this chapter may be issued by any police officer or other person appointed as a code enforcement officer. A copy of the notice of violation shall be issued by placing it on the windshield of an illegally parked vehicle in a prominent place thereon. No notices of violations shall be issued for violations of S.C. Code § 16-11-760, which requires the issuance of a uniform traffic ticket.

(b) The notice of violation must cite only one violation and must contain at least the following information:

- (1) The state, license plate number, and make of the vehicle in violation of this chapter;
- (2) The name and title of the person issuing the notice of violation;
- (3) The date and time when the notice of violation was issued;
- (4) The nature and description of the parking violation observed;
- (5) The date, time and location of the hearing; and
- (6) Information advising the owner/operator of the vehicle that they pay the penalty set forth in section 8-2015.1.(c) or appear at the hearing in Municipal Court on the date and time provided on the notice of violation and advising that failure to do so may result in impoundment or immobilization of the vehicle.

(c) Fines for violations and penalties for failure to pay fines are as follows:

Violation	Within 30 days	31-45 Days	After 45 Days
Expired meter	\$10.00	\$25.00	\$45.00
Parking in fire lane	50.00	125.00	150.00
Parked on wrong side of street	25.00	75.00	100.00
Parked in no parking zone	50.00	125.00	150.00
Double parked	25.00	50.00	75.00
Blocking driveway	50.00	125.00	150.00
Parking in loading zone	50.00	125.00	150.00
Blocking a fire hydrant	75.00	175.00	200.00
Parking on private property	25.00	50.00	75.00
Parking illegally in handicapped space	500.00	State Mandate	
Boot fee	100.00	100.00	100.00
Other parking violations	25.00	50.00	75.00
Violation	Within 7 days	2nd Week (day 8—14)	3rd Week (thereafter)

(d) The notice of violation must be filed with the Municipal Court and may be disposed of only by payment of the fine or official action of the Municipal Court. It shall be unlawful for any person to alter or destroy any notice of violation issued under this chapter except in a manner consistent with this chapter and State law.

(e) Any person who shall violate any of the provisions of this Chapter for which a penalty is not listed in Sec. 8-2015.1(c) shall be charged with a misdemeanor and upon conviction be punished as provided in Sec. 1-3048.

(f) If the City contracts with a private entity to assist the City in administering the City's parking ordinances and programs, the Chief of Police is authorized to appoint employees of that private entity as code enforcement officers to administer and enforce the City's parking ordinances and programs, pursuant to S.C. Code § 5-7-32. Any individuals appointed as code enforcement officers whose duties include parking enforcement activities, including the issuance of notices of violations or collection or handling of money shall:

(1) undergo criminal background checks and drug testing to be conducted by the private entity. The results of the background checks and drug tests shall be provided to the Chief of Police; and

(2) undergo a training program approved by the Chief of Police before they undertake any enforcement activities.

Sec. 8-2016. - Immobilization of vehicles.

(a) A police officer or any other person designated by the chief of police may immobilize by the use of vehicle immobilization equipment any vehicle which is parked in a public right-of-way, and for which there are three (3) or more outstanding, unpaid, overdue notices of violations, the latest of which has been unpaid for a period of at least fifteen (15) days.

(b) When attaching vehicle immobilization equipment to a vehicle, the officer shall affix notice to the windshield or other part of the vehicle so as to be readily visible. The notice shall:

(1) Warn that the vehicle has been immobilized and that any attempt to move the vehicle may result in damage to the vehicle;

(2) State the total amount of civil penalties due for notice of violations which are overdue and unpaid that are attributable to such vehicle, in addition to an immobilization fee for the removal of the vehicle immobilization equipment; and

(3) List the address and telephone number to be contacted to pay the charges to have the vehicle immobilization equipment removed.

(c) If the civil penalties and the immobilization fee are not paid, or satisfactory arrangements in lieu of payment are not made, by 6:00 p.m. on the date of the attachment of the vehicle immobilization equipment the vehicle may be towed and impounded as provided in section 8-2003.

(d) Upon payment of all civil penalties, overdue and unpaid notices of violations, and the immobilization fee, the vehicle immobilization equipment shall be removed and the vehicle released to the registered owner or any other person legally entitled to claim possession of the vehicle. The fee may be paid in the form of a refundable bond pending the outcome of a hearing requested pursuant to section 8-2018.

(e) It shall be unlawful for anyone to remove vehicle immobilization equipment placed on a vehicle pursuant to this section without all civil penalties and application charges having first been paid, or a bond posted. The City shall not be responsible for any damage to an immobilized illegally parked vehicle resulting from unauthorized attempts to free or move the vehicle.

(f) Charges. An immobilization fee of fifty dollars (\$100.00) shall be charged for the removal of the vehicle immobilization equipment.

Sec. 8-2017. Hearing on immobilization.

The owner(s) or other persons who reasonably appear to have an interest in an immobilized vehicle are entitled to request a hearing to contest the validity of the immobilization of the vehicle. The hearing shall follow the rules established in sections 8-2018.

(Ord. No. 0-03-02, 2-12-02)

Sec. 8-2018. Request for hearing on immobilization or impoundment.

(a) After a vehicle has been immobilized or impounded pursuant to this ordinance [Ord. No. 0-03-02], the registered owner(s) and any other person(s) who reasonably appear to have an interest in the vehicle are entitled to request a hearing to contest the validity of the immobilization or impoundment of the vehicle. The request for a hearing must be in writing and will state the grounds upon which the person requesting the hearing believes the immobilization or impoundment invalid or unjustified, and such other information as the city manager may require.

(b) The municipal judge, or such other hearing officer as shall be designated by the municipal judge or his designee, shall set and conduct an administrative hearing on the matter within twenty-one (21) days of receipt of a proper request filed pursuant to this section, except where a vehicle has not yet been released from impoundment, in which case the municipal judge, or other hearing officer, will set and conduct the hearing within seventy-two (72) hours of receipt of the request, not including Saturdays, Sundays, or federally sanctioned holidays.

(c) The owner(s) and any other person(s) who have an interest in the vehicle are only entitled to one hearing for each tow of that vehicle. Any person who fails to appear at the hearing without good cause will not be entitled to have such hearing rescheduled.

(Ord. No. 0-03-02, 2-12-02)

Sec. 8-2019. Hearing procedure.

(a) The hearing shall afford a reasonable opportunity for person(s) to demonstrate by the statements of witnesses and other evidence that the immobilization and/or impoundment of the vehicle was invalid or unjustified. The municipal judge, or other designated hearing officer, shall determine whether the immobilization and/or impoundment was proper and whether the removal, towing, storage, and administrative fees were properly assessed. The municipal judge, or other hearing officer shall not have the authority to determine the validity of a parking citation unless the time for filing a request for a hearing on the parking citation has not passed, in which case the hearing officer has discretion to consolidate the immobilization/impoundment hearing and the parking citation hearing.

(b) If the municipal judge, or other hearing officer finds that the immobilization/impoundment of the vehicle was invalid or unjustified, he shall direct the immediate release of the vehicle, and the owners(s) or any other person(s) who have an interest in the vehicle shall not be liable for any tow and/or storage charges. If the costs of immobilization and/or impoundment and the administrative fee have already been paid, the hearing officer shall direct that all such monies be refunded to the owner.

(c) If the municipal judge, or other hearing officer finds that the immobilization and/or impoundment of the vehicle was valid and justified, the hearing officer will direct that the vehicle continue to be held until all tow and storage charges are paid.

(d) The decision of the municipal judge, or other designated hearing officer, shall be the final decision by the city. Any person aggrieved by the decision may file a petition for judicial review in a court of competent jurisdiction.

(e) Except as otherwise provided in subparagraph (b) above, the city shall have no liability or responsibility for damage that may be caused by removal of a vehicle or for any towing or storage fees or charges.

(Ord. No. 0-03-02, 2-12-02)

Sec. 8-2020. Sale of unclaimed vehicle.

(a) The facilities at which impounded vehicles are stored shall provide to the finance director, on a regular basis, a list of all unclaimed vehicles that have been towed under this ordinance [Ord. No. 0-03-02] that have been in storage fifteen (15) days or longer and have been appraised at a value of seven hundred fifty dollars (\$750.00) or less or have been in storage for thirty (30) days or longer.

(b) The finance director, or his designee, will, as soon as convenient, authorize the sale of such vehicles in accordance with the provisions of such contracts as authorized by city council. If there are no such contracts, the finance director will sell the vehicles at public auction. Prior to such sale, the finance director shall send notice of the sale by registered mail to the legal owner when such owner is ascertainable and shall publish at least once in a newspaper of general circulation a notice of the sale, describing the vehicle to be sold and stating where and when the sale will take place.

(c) The proceeds from a sale under this section shall be used to satisfy the charges for removal and storage of the vehicle and for the reasonable charges or expenses for the notice, advertisement, and sale of the vehicle. The balance, if any, shall be paid into the treasury of the city and appropriated to the general fund.

(d) There shall be no right of redemption or recovery from any sale or other disposition made pursuant to the terms of this section. Neither the city nor its officials, agents, or employees shall be liable for failure to deliver such a vehicle to anyone claiming a right of redemption to a

~~Sec. 8-2001. Authority to establish zones.~~

~~The city council shall have the authority to establish no parking zones, restricted parking zones, parallel parking zones, loading zones, employee parking zones, handicapped parking zones and metered parking zones.
(Ord. No. 2025-17, 7-8-25)~~

~~Sec. 8-2001.2. No parking zones.~~

~~No parking zones are established in the city by the posting of official "No Parking" signs along roadways or where the curb line has been painted yellow. It shall be unlawful to park a motor vehicle or trailer in any area so marked.
(Ord. No. 0-01-83, § 3, 1-11-83)
Editor's note Sections 3 and 4 of Ord. No. 0-01-83 added §§ 8-2002 and 8-2003; the editor has redesignated these provisions as §§ 8-2001.2 and 8-2001.5.~~

~~Sec. 8-2001.4. Definitions.~~

- ~~(a) *Impoundment* means removal of a vehicle to a storage facility either by an officer or other persons authorized by the chief of police or by a contractor for towing and storage in response to a request from an officer or other persons authorized by the chief of police.~~
- ~~(b) *Metered parking* means certain parking spaces which may only be occupied by a vehicle if the payment required by this chapter is made in the manner specified in section 8-2015.1 of this chapter.~~
- ~~(c) *Truck* means every vehicle designed, used or maintained primarily for the transportation of property.~~
- ~~(d) *Vehicle* means an automobile, truck, motorcycle, or other motor-driven form of transportation.~~
- ~~(e) *Vehicle immobilization equipment* means a nondestructive parking enforcement device that prohibits the movement of the vehicle through the use of a locking mechanism attached to the wheel of the vehicle. (Ord. No. 2025-17, 7-8-25)~~

~~Sec. 8-2001.5. Loading zones.~~

- ~~(a) — Loading zones have been designated in the city for customer and merchant convenience in the loading and unloading of merchandise or supplies. The curb or curb line of loading zones are painted red. It shall be unlawful for any vehicle to park or stand in a loading zone unless such vehicle is being used to load or to unload merchandise or supplies, and, when loading or unloading for any period in excess of thirty (30) minutes.~~

~~(b) — The city designates all metered parking spaces on Bay Street, Carteret Street, Seotts Street and West Street as loading zones during the hours of 6:00 a.m. through 10:00 a.m., Mon-day through Saturday.~~

~~(c) — Truck loading zones have been designated in the city exclusively for use by trucks in the delivery or pick-up of freight, merchandise or supplies. The curb or curb line of truck loading zones are painted red. It shall be unlawful for any vehicle to park or stand in a truck loading zone unless such vehicle is a truck and is in the process of loading or unloading freight, merchandise, or supplies and not exceed any period in excess of thirty (30) minutes.~~

~~———— (d) — Reserved.~~

~~———— (e) — Enforcement of loading zones and truck loading zones will be from 9:00 a.m. to 7:00 p.m. Monday through Saturday. Loading and truck zones will be enforced during any period of designated free parking in the downtown district. (Ord. No. 0-01-83, § 4, 1-11-83; Ord. No. 0-04-92, 2-11-92; Ord. No. 0-18-99, 4-13-99; Ord. No. 0-03-02, 2-12-02; Ord. No. 0-04-16, 2-23-16)Note See the editor's note for § 8-2001.2.~~

~~Sec. 8-2001.6. Handicapped parking.~~

~~(a) It shall be unlawful for any vehicle to park in a space designated for the handicapped without prominently displaying a legally obtained placard, issued by the South Carolina Department of Motor Vehicles or other authorized agency, indicating that the operator and/or passengers of the vehicle are handicapped persons.~~

~~(b) This section shall be enforced year round, twenty four (24) hours per day.~~

~~(c) Violation of this section shall result in the citation and fine of the vehicle's owner as set forth in section 8-2002(£)(6) of this chapter. (Ord. No. 0-20-04, § 1, 7-27-04)~~

~~Sec. 8-2002. Metered Parking.~~

~~(a) — Any person parking any vehicle in a parking space for which a parking meter or pay station has been installed on the city streets or municipal parking lots shall, upon entering the parking space, immediately deposit or cause to be deposited in the meter or pay station the proper coinage, or other legal tender, to satisfy the meter's or pay station's requirements for the time period for which the vehicle will remain in the parking space. Failure to so deposit coins or legal tender sufficient to put the meter or pay station in timed operation for the time period for which the vehicle will remain in the parking space shall constitute a violation of this section and shall subject the person to the penalties hereinafter set forth.~~

~~(b) — Parking rates shall be one dollar (\$1.00) for each hour on Bay Street, Bay Street Extension, Port Republic Street, and the side streets from Bay Street to Port Republic Street.~~

~~Parking rates shall be one dollar (\$1.00) for each hour in the Marina Lot, Library Lot, Playground Lot, Saltus Lot and Scott Street Lot.~~

~~Parking rates shall be fifty cents (\$0.50) for each hour on side streets north of Port Republic Street, Craven Street excluding the ninety-minute parking in front of the Visitors Center which will have a rate of one dollar (\$1.00) for each hour.~~

~~Parking rates for the Carteret Street Lot shall be fifty cents (\$0.50) for each hour.~~

~~Parking on Bay Street and side streets to Port Republic Street shall have a time limitation of two (2) hours.~~

~~Parking on Port Republic Street and side streets north of Port Republic Street shall have a time limitation of four (4) hours.~~

~~Parking in the Library Lot and Playground Lot shall have a time limitation of four (4) hours.~~

~~Parking in the Marina Lot, Scott Street Lot, Saltus lot, the Carteret Street Lot, and on Craven Street, Bay Street Extension and Newcastle Street shall not have a time limitation.~~

~~All other metered parking shall have a time limitation of four (4) hours.~~

~~(c) — It shall be unlawful and a violation of the provisions of this section for any person to deface, injure, tamper with, open or willfully break, destroy, steal, take, or impair the usefulness of any parking meter or pay station installed on the streets of the city. Each such meter or pay station violation shall constitute a separate offense.~~

~~(d) — It shall be unlawful and a violation of this section to deposit or cause to be deposited in any parking meter or pay station, any slugs, device, metallic substance, or paper, that does not constitute legal tender of the United States of America.~~

~~(e) — The city shall have lines or markings painted or placed upon the curb or on the street adjacent to each parking meter for the purpose of designating the parking space for which each~~

~~meter is to be used and the operator of a vehicle, when parking the vehicle in a parking space shall keep the vehicle within the lines or markings so established.~~

~~(f) — Parking regulations as herein set forth shall be in effect from the hours of 11:00 a.m. until 7:00 p.m. each Monday through Saturday, except as otherwise noted herein. Sundays and federally recognized holidays are excluded from the provisions hereof.~~

~~(g) — The specified coin or coins required to be deposited in parking meters as provided herein are hereby levied and assessed to provide for the proper regulation and control of traffic upon the public streets, and also the cost of supervision and regulating the parking of vehicles in the parking spaces of the streets and to cover the cost of purchasing, acquiring, installation, operation, maintenance, supervision, regulation and control of the parking meters mentioned herein. Parking revenues may also be used to encourage and promote tourism and business in the city.~~

~~Sec. 8-2003. — Vehicles and property may be removed.~~

~~(a) Any motor vehicle or trailer improperly parked or left standing upon the streets or public ways or any motor vehicle or trailer improperly parked or left standing on any other public property of the city not specifically designated for public parking, may be removed or caused to be removed by any police officer.~~

~~(b) Any motor vehicle, or other personal property parked or left standing upon the street or public ways of the city in excess of forty-eight (48) hours may be removed or caused to be removed by any police officer.~~

~~(c) When an event arises necessitating the removal of any vehicle upon a public street, to include without limitation, fire, water main leak, parade with prior notice, paving, blocking private driveways, etc., any police officer is authorized to have the vehicle removed after a reasonable attempt to locate the owner or driver.~~

~~(d) When the driver of a vehicle is placed under arrest for the commission of an offense and the driver does not wish his vehicle to be driven by his/her passenger, then the vehicle will be towed by a wrecker service of the driver's choice, or if the driver expresses no preference as to wrecker service, the wrecker rotation call list will be used.~~

~~(e) When a vehicle or trailer is to be removed from the streets or public ways of the city, the police officer will solicit the aid of authorized commercial towing companies from the wrecker rotation call list maintained by the chief of police. Vehicles or trailers towed will be stored in commercial storage facilities within the city or as directed by the chief of police. All costs and fees for commercial towing or for removal shall be paid by the owner or driver of the motor vehicle before the return of the towed property.~~

~~(f) All wrecker services participating in the wrecker rotation agree to abide by the maximum standard fee schedule for all services rendered in response to police directed tows. The city adopts, incorporates herein, and utilizes as its maximum standard fee schedule the Maximum Allowable Fees for Rotation List Calls as adopted annually by the City of Beaufort and current at the time of the tow. The applicable rate for towing and storage is determined by the minimum wrecker classification required for the tow, regardless of what class of wrecker performs the tow.~~

~~(g) Commercial wrecker or towing companies to be eligible to be placed on the wrecker rotation call list, maintained by the chief of police, must show proof of, and maintain in effect, garage keepers legal liability insurance with a minimum total coverage amount of twenty thousand dollars (\$20,000.00) aggregate with maximum deductibles to the garage keeper of one hundred dollars~~

~~(\$100.00) on comprehensive coverage and two hundred fifty dollars (\$250.00) collision coverage; and garage liability insurance with minimum limits of fifty thousand dollars (\$50,000.00) per person; one hundred thousand dollars (\$100,000.00) per accident bodily injury coverage and fifty thousand dollars (\$50,000.00) per accident property damage coverage. All applicants will be required to furnish certificates of insurance from their insurance carrier before being placed on the qualified towing list. Such certificate shall contain a provision stating that the police department will be given at least fifteen (15) days' notice in the event of cancellation of the policies certified in the certificate.~~

~~(h) Any motor vehicle or other personal property parked or left standing in the public parking spaces in any city parking lot in excess of twenty-four (24) hours may be cited for unauthorized parking and after forty-eight (48) hours, may be or caused to be removed by any police officer.~~

~~(i) All vehicles parked on city streets or any public property must be licensed and insured under the laws of this state and have a current license tag attached thereto, and any vehicle in violation of this requirement may be removed or caused to be removed by any police officer.~~

~~(j) Trucks, tractors or tractor-trailers having a capacity of two and one-half (2½) tons or more, front or rear end loaders, or any other kind or type of strictly commercial, industrial or farming equipment parked or left standing in residentially zoned areas for other than loading or unloading or delivery of services, may be removed or caused to be removed by any police officer. Automobiles, small trucks and vans utilized for personal or business purposes of less than two and one-half (2½) tons' carrying capacity, are excluded from the provisions of this subsection.~~

~~Sec. 8-2004. Vehicles not to be parked on streets or sidewalks for routine repairs.~~

~~No person shall perform mechanical work or repair work, unless of an emergency nature, upon any truck or vehicle parked or placed upon any street or sidewalk in the city limits.~~

~~Sec. 8-2005.— Parking of vehicles containing dangerous substances~~

~~(a) — It shall be unlawful to park and leave standing upon the public streets and public ways of the City any vehicle, tank, or trailer used for the transportation of gasoline, fuel oil, liquefied petroleum gas, or other flammable or explosive liquids at any time between 6:00 p.m. and 8:00 a.m. of the following day or between 6:00 p.m. of the day preceding any Sunday or legal holiday and 8:00 a.m. of the day following a Sunday or legal holiday.~~

~~(b) — Reserved.~~

~~(c) — Vehicles parked or left standing upon the public streets or public ways of the city in violation of the provisions of this section may be moved under the order and direction of the police department to a safe parking or storage location.~~

~~Sec. 8-2006.— Parked vehicles to be licensed; parking with flow of traffic~~

~~(a) — It shall be unlawful to park or store for more than forty-eight (48) hours on any lot within the city, except in completely enclosed buildings, any vehicle of any kind or type, with or without operative motive power, required or permitted to be registered and/or licensed under the laws of the state, or any frame, chassis or body thereof, unless there be affixed to the vehicle~~

~~current license plates, except for lots licensed for automobile dealerships for new and/or used motor vehicles.~~

~~(b) — Parking of vehicles at service stations or garages for service or repair is subject to the provisions of Sec. 3.7.2.D. of the Beaufort Development Code.~~

~~(c) — Vehicles will park where authorized on the shoulder of the road or next to the curb in the same direction as the nearest flow of traffic. Violations of this provision are classified as "parking on the wrong side of the road."~~

~~Sec. 8-2007. Overnight parking on Bay Street.~~

~~(a) — It shall be unlawful for any person to park or cause to be parked any vehicle overnight on the southside of Bay Street between Newcastle Street and Hamar Street.~~

~~(b) — It shall also be unlawful to park or cause to be parked at any time a camper or recreation vehicle (RV) in the areas described in subsection (a).~~

~~(Ord. No. 0-29-78, 10-24-78; Ord. No. 0-17-79, 8-28-79; Ord. No. 0-32-89, 12-12-89)~~

~~Sec. 8-2008. Truck, etc., parking in residential areas prohibited.~~

~~It shall be unlawful for any person to park or cause to be parked a truck, tractor or tractor-trailer having a capacity of two and one-half (2½) tons or more, front or rear end loader, or any other kind or type of strictly commercial, industrial, farm, transportation or recreational equipment parked or left standing upon the streets or shoulder of the road in any residentially zoned area of the city, except for delivery of services. Automobiles, small trucks and vans utilized for personal or business purposes of less than two and one-half (2½) tons' carrying capacity, are excluded from the provisions of this section. (Ord. No. 0-04-83, 4-26-83)~~

~~Sec. 8-2009. — Parking on private property.~~

~~(a) — It shall be unlawful for any person to park or cause to be parked any vehicle upon a private parking lot where appropriate signs have been posted by the owner "Reserved for customers (and/or) employees only," unless the person at the time of parking is a customer or employee of the business located thereon. There is no prohibition of public parking on public streets adjacent to a business or private property, so long as such parking is within the street right-of-way.~~

~~(b) — It shall be unlawful for any person to park or cause to be parked any vehicle upon private property where signs have been posted by the owner which state "No parking, private property." There is no prohibition of public parking on public streets adjacent to a business or private property, so long as such parking is within the street right-of-way.~~

~~(c) — Any vehicle found in violation of this section will be ticketed for "Parked in a reserved space" or "Parked on private property" and shall be subject to a fine as shown in section 8-2015.1.(c). In the event the vehicle is not moved within four (4) hours of the issuance of the notice of violation, it is subject to be towed away at the expense of the vehicle owner.~~

~~Sec. 8-2010. Marina customer parking in Henry Chambers Waterfront Park.~~

~~(a) — Persons who rent docking spaces in the downtown marina and are present while servicing or repairing their watercraft, or while the boat is away from the assigned space are eligible for free parking in designated spaces adjacent to the downtown marina. Authorized extended parking will be verified by a numbered city permit, issued by the dock master, and hanging from the inside rear view mirror of the vehicle. Only one extended parking permit is authorized for each boat space. Permits are not transferable.~~

~~(b) — Section 8-2015.1.(c) applies for violations of this section.~~

~~Sec. 8-2011. Reserved.~~

~~Editor's note Section 7 of Ord. No. 0-07-10, adopted March 9, 2010, deleted § 8-2011, fees for rental of metered parking spaces, which had derived from Ord. No. 0-21-90, adopted July 24, 1990; and Ord. No. 0-10-01, adopted Feb. 13, 2001.~~

~~Sec. 8-2012. Meter feeding.~~

~~No person shall continuously park a vehicle in any on-street parking meter zone longer than the maximum limit of parking time obtainable by the single operation of such meter, nor shall such person deposit or cause to be deposited in an on-street parking meter a coin for the purpose of extending parking time beyond such maximum limit. The penalty for violating this provision shall be the same as that for other parking violations as outlined in this chapter, section 8-2015.1.(c).~~

~~Sec. 8-2013. Occupancy of two metered spaces by one vehicle.~~

~~No vehicle shall protrude beyond the marking designating a metered parking space, except that a vehicle too large to be parked within a single metered parking space may occupy two (2) adjacent parking meter spaces when coins have been deposited in both meters as required by the lettering on such meters.~~

~~(Ord. No. 0-09-91, 2-12-91)~~

~~Sec. 8-2014. Other parking violations.~~

~~Other parking violations that may be written are all parking violations contained in Section 56-5-2530, Code of Laws of South Carolina. (Ord. No. 0-17-94, 8-9-94)~~

~~Sec. 8-2015. Reserved parking for motor coaches and boat trailers.~~

~~Six (6) parking spaces shall be reserved exclusively for motor coaches (including other touring vehicles over twenty five and one half (25 1/2) feet in length) and three (3) parking spaces shall be reserved exclusively for boat trailers in the visitor's center parking lot on a twenty-four-hour per day, three hundred sixty-five-day per year basis. However, other vehicles may park in the six (6) motorecoach spaces, as available, with prior approval of the tour vehicle coordinator.~~

~~(Ord. No. 0-05-96, 2-13-96)~~

~~Cross reference Long term parking, § 7-11014.~~

~~Sec. 8-2015.1. Notices of Violations and Penalties~~

~~(a) — A notice of violation of this chapter may be issued by any police officer or other person appointed as a code enforcement officer. A copy of the notice of violation shall be issued by placing it on the windshield of an illegally parked vehicle in a prominent place thereon. No notices of violations shall be issued for violations of S.C. Code § 16-11-760, which requires the issuance of a uniform traffic ticket.~~

~~(b) — The notice of violation must cite only one violation and must contain at least the following information:~~

- ~~—— (1) — The state, license plate number, and make of the vehicle in violation of this chapter;~~
- ~~—— (2) — The name and title of the person issuing the notice of violation;~~
- ~~—— (3) — The date and time when the notice of violation was issued;~~
- ~~—— (4) — The nature and description of the parking violation observed;~~
- ~~—— (5) — The date, time and location of the hearing; and~~
- ~~—— (6) — Information advising the owner/operator of the vehicle that they pay the penalty set forth in section 8-2015.1.(c) or appear at the hearing in Municipal Court on the date and time provided on the notice of violation and advising that failure to do so may result in impoundment or immobilization of the vehicle.~~

~~(c) — Fines for violations and penalties for failure to pay fines are as follows:~~

Violation	Within 30 days	31-45 Days	After 45 Days
Expired meter	\$10.00	\$25.00	\$45.00
Parking in fire lane	50.00	125.00	150.00
Parked on wrong side of street	25.00	75.00	100.00
Parked in no parking zone	50.00	125.00	150.00
Double parked	25.00	50.00	75.00
Blocking driveway	50.00	125.00	150.00
Parking in loading zone	50.00	125.00	150.00
Blocking a fire hydrant	75.00	175.00	200.00
Parking on private property	25.00	50.00	75.00
Parking illegally in handicapped space	500.00	State Mandate	
Boot fee	100.00	100.00	100.00
Other parking violations	25.00	50.00	75.00
Violation	Within 7 days	2nd Week (day 8— 14)	3rd Week (thereafter)

(d) — ~~The notice of violation must be filed with the Municipal Court and may be disposed of only by payment of the fine or official action of the Municipal Court. It shall be unlawful for any person to alter or destroy any notice of violation issued under this chapter except in a manner consistent with this chapter and State law.~~

(e) — ~~Any person who shall violate any of the provisions of this Chapter for which a penalty is not listed in Sec. 8-2015.1(e) shall be charged with a misdemeanor and upon conviction be punished as provided in Sec. 1-3048.~~

(f) — ~~If the City contracts with a private entity to assist the City in administering the City's parking ordinances and programs, the Chief of Police is authorized to appoint employees of that private entity as code enforcement officers to administer and enforce the City's parking ordinances and programs, pursuant to S.C. Code § 5-7-32. Any individuals appointed as code enforcement officers whose duties include parking enforcement activities, including the issuance of notices of violations or collection or handling of money shall:~~

~~—— (1) —— undergo criminal background checks and drug testing to be conducted by the private entity. The results of the background checks and drug tests shall be provided to the Chief of Police; and~~

~~—— (2) —— undergo a training program approved by the Chief of Police before they undertake any enforcement activities.~~

~~Sec. 8-2016.—Immobilization of vehicles.~~

~~(a) —— A police officer or any other person designated by the chief of police may immobilize by the use of vehicle immobilization equipment any vehicle which is parked in a public right of way, and for which there are three (3) or more outstanding, unpaid, overdue notices of violations, the latest of which has been unpaid for a period of at least fifteen (15) days.~~

~~(b) —— When attaching vehicle immobilization equipment to a vehicle, the officer shall affix notice to the windshield or other part of the vehicle so as to be readily visible. The notice shall:~~

~~—— (1) —— Warn that the vehicle has been immobilized and that any attempt to move the vehicle may result in damage to the vehicle;~~

~~—— (2) —— State the total amount of civil penalties due for notice of violations which are overdue and unpaid that are attributable to such vehicle, in addition to an immobilization fee for the removal of the vehicle immobilization equipment; and~~

~~—— (3) —— List the address and telephone number to be contacted to pay the charges to have the vehicle immobilization equipment removed.~~

~~(c) —— If the civil penalties and the immobilization fee are not paid, or satisfactory arrangements in lieu of payment are not made, by 6:00 p.m. on the date of the attachment of the vehicle immobilization equipment the vehicle may be towed and impounded as provided in section 8-2003.~~

~~(d) —— Upon payment of all civil penalties, overdue and unpaid notices of violations, and the immobilization fee, the vehicle immobilization equipment shall be removed and the vehicle released to the registered owner or any other person legally entitled to claim possession of the vehicle. The fee may be paid in the form of a refundable bond pending the outcome of a hearing requested pursuant to section 8-2018.~~

~~(e) —— It shall be unlawful for anyone to remove vehicle immobilization equipment placed on a vehicle pursuant to this section without all civil penalties and application charges having first been paid, or a bond posted. The City shall not be responsible for any damage to an immobilized illegally parked vehicle resulting from unauthorized attempts to free or move the vehicle.~~

~~(f) —— Charges. An immobilization fee of fifty dollars (\$100.00) shall be charged for the removal of the vehicle immobilization equipment.~~

~~Sec. 8-2017. Hearing on immobilization.~~

~~The owner(s) or other persons who reasonably appear to have an interest in an immobilized vehicle are entitled to request a hearing to contest the validity of the immobilization of the vehicle. The hearing shall follow the rules established in sections 8-2018.~~

~~(Ord. No. 0-03-02, 2-12-02)~~

~~Sec. 8-2018. Request for hearing on immobilization or impoundment.~~

~~(a) — After a vehicle has been immobilized or impounded pursuant to this ordinance [Ord. No. 0-03-02], the registered owner(s) and any other person(s) who reasonably appear to have an interest in the vehicle are entitled to request a hearing to contest the validity of the immobilization or impoundment of the vehicle. The request for a hearing must be in writing and will state the grounds upon which the person requesting the hearing believes the immobilization or impoundment invalid or unjustified, and such other information as the city manager may require.~~

~~(b) — The municipal judge, or such other hearing officer as shall be designated by the municipal judge or his designee, shall set and conduct an administrative hearing on the matter within twenty-one (21) days of receipt of a proper request filed pursuant to this section, except where a vehicle has not yet been released from impoundment, in which case the municipal judge, or other hearing officer, will set and conduct the hearing within seventy-two (72) hours of receipt of the request, not including Saturdays, Sundays, or federally sanctioned holidays.~~

~~(c) — The owner(s) and any other person(s) who have an interest in the vehicle are only entitled to one hearing for each tow of that vehicle. Any person who fails to appear at the hearing without good cause will not be entitled to have such hearing rescheduled.~~

~~(Ord. No. 0-03-02, 2-12-02)~~

~~Sec. 8-2019. Hearing procedure.~~

~~(a) — The hearing shall afford a reasonable opportunity for person(s) to demonstrate by the statements of witnesses and other evidence that the immobilization and/or impoundment of the vehicle was invalid or unjustified. The municipal judge, or other designated hearing officer, shall determine whether the immobilization and/or impoundment was proper and whether the removal, towing, storage, and administrative fees were properly assessed. The municipal judge, or other hearing officer shall not have the authority to determine the validity of a parking citation unless the time for filing a request for a hearing on the parking citation has not passed, in which case the hearing officer has discretion to consolidate the immobilization/impoundment hearing and the parking citation hearing.~~

~~(b) — If the municipal judge, or other hearing officer finds that the immobilization/impoundment of the vehicle was invalid or unjustified, he shall direct the immediate release of the vehicle, and the owners(s) or any other person(s) who have an interest in the vehicle shall not be liable for any tow and/or storage charges. If the costs of immobilization and/or impoundment and the administrative fee have already been paid, the hearing officer shall direct that all such monies be refunded to the owner.~~

~~(c) — If the municipal judge, or other hearing officer finds that the immobilization and/or impoundment of the vehicle was valid and justified, the hearing officer will direct that the vehicle continue to be held until all tow and storage charges are paid.~~

~~(d) — The decision of the municipal judge, or other designated hearing officer, shall be the final decision by the city. Any person aggrieved by the decision may file a petition for judicial review in a court of competent jurisdiction.~~

~~(e) — Except as otherwise provided in subparagraph (b) above, the city shall have no liability or responsibility for damage that may be caused by removal of a vehicle or for any towing or storage fees or charges.~~

~~(Ord. No. 0-03-02, 2-12-02)~~

~~Sec. 8-2020. Sale of unclaimed vehicle.~~

~~(a) — The facilities at which impounded vehicles are stored shall provide to the finance director, on a regular basis, a list of all unclaimed vehicles that have been towed under this ordinance [Ord. No. 0-03-02] that have been in storage fifteen (15) days or longer and have been appraised at a value of seven hundred fifty dollars (\$750.00) or less or have been in storage for thirty (30) days or longer.~~

~~(b) — The finance director, or his designee, will, as soon as convenient, authorize the sale of such vehicles in accordance with the provisions of such contracts as authorized by city council. If there are no such contracts, the finance director will sell the vehicles at public auction. Prior to such sale, the finance director shall send notice of the sale by registered mail to the legal owner when such owner is ascertainable and shall publish at least once in a newspaper of general circulation a notice of the sale, describing the vehicle to be sold and stating where and when the sale will take place.~~

~~(c) — The proceeds from a sale under this section shall be used to satisfy the charges for removal and storage of the vehicle and for the reasonable charges or expenses for the notice, advertisement, and sale of the vehicle. The balance, if any, shall be paid into the treasury of the city and appropriated to the general fund.~~

~~(d) — There shall be no right of redemption or recovery from any sale or other disposition made pursuant to the terms of this section. Neither the city nor its officials, agents, or employees shall be liable for failure to deliver such a vehicle to anyone claiming a right of redemption to a vehicle sold in a manner consistent with this section. (Ord. No. 0-03-02, 2-12-02)~~



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/10/2026
From: Jennifer Pointer, Administrative Assistant
Item Name: Request for co-sponsorship of the Henry C. Chambers Waterfront Park by the Beaufort Area Hospitality Association to host the 2027 Oyster Festival, January 16 and 17, 2027. Also requested is access to Public Works resources, including fencing, water, and electrical support, request to sell beer and wine during festival hours, waiver of loud and unseemly noise, and waiver of fees for Police, Fire, and EMS
Meeting Date: March 10, 2026
Department: Downtown Operations

Background Information:

Introduction:

Request for co-sponsorship of the Henry C. Chambers Waterfront Park by the Beaufort Area Hospitality Association to host the 2027 Oyster Festival, January 16 and 17, 2027. Also requested is access to Public Works resources, including fencing, water, and electrical support, request to sell beer and wine during festival hours, waiver of loud and unseemly noise, and waiver of fees for Police, Fire, and EMS

Background:

The Beaufort Area Hospitality Association has requested co-sponsorship to hold the annual Oyster Festival on January 16 and 17, 2027 at Henry C. Chambers Waterfront Park.

Key requests:

- Co-sponsorship of Henry C. Chambers Waterfront Park and associated fees
- Use of water and electricity
- Related services include public works — fencing, water hook up, etc.
- Fee waiver of Police, Fire, and EMS services
- Sale and consumption of beer and wine during festival hours
- Waiver of loud and unseemly noise

Legal Authority:

[City Code of Ordinances — Sec. 9-1008. — Loud and unseemly noise.](#)

[City Code of Ordinances — Sec. 7-7002. — Public Drinking.](#)

[City Code of Ordinances — Sec. 3-2002. — Henry C. Chambers Waterfront Park.](#)

[City Code of Ordinances — 3.12.2 - Permitted Temporary Use](#)

Staff Recommendation:

Staff recommends approval

Placed on Agenda For:**Attachments:**

1. 2027 Oyster Festival BAHA Request
2. 2027 Oyster Festival Co-Sponsorship Request
3. 2027 Oyster Festival



February 10, 2026

Mayor & City Council
City of Beaufort
1911 Boundary Street
Beaufort, SC 29902

RE: Request to Conduct
Beaufort Oyster Festival 2027

Dear Mayor & Council,

We are delighted to present the attached Special Event Permit application for the 7th Annual Beaufort Oyster Festival – Queen of the Carolina Sea Islands, along with a request for co-sponsorship of this event with the City of Beaufort.

The Beaufort Oyster Festival is envisioned to celebrate all aspects of our Lowcountry oystering culture and agri-tourism economy from historical, to architectural, ecological, agricultural, culinary, artisan, and more.

The full event is conceived as an 11-day festival week corresponding with South Carolina Restaurant Week where focus is given to presenting oyster fare at area restaurants and culminating in a weekend festival in the Henry C. Chambers Waterfront Park. Area businesses, elementary schools, agri-tourism and eco-cultural businesses, agencies and non-profits will be invited to participate in the event throughout the week in educational, art and oystering programs and demonstrations.

The full event would be scheduled January 7 – 17, 2027. The Festival Weekend would be January 16-17, 2027, in Waterfront Park. These dates have been chosen specifically to support our local hospitality industry during a traditionally slow time in our market while generating positive economic activity supporting HTAX and ATAX. It is our hope that this event will grow to become one of the cities and Lowcountry's treasured heritage festivals.

Our request for co-sponsorship includes waiver and/or cost absorption on the following:

- 1) Use of Henry C. Chambers Waterfront Park and associated fees
- 2) Water and Electric



- 3) Related services that include public works – fencing, water hook up, load in/out, etc.
- 4) Police and Emergency Services
- 5) The Beaufort Oyster Festival will offer beer and wine on-site, and we are seeking approval to serve them in the park area as well.
- 6) Drinking in public

Thank you for your consideration of this request. We look forward to working with the City of Beaufort and our community in celebration of this integral Lowcountry culture and agri-tourism industry.

Sincerely,
Caroline Gecy
Partner and Event Coordinator, Beaufort Area Hospitality Association

REQUEST FOR CO-SPONSORSHIP

Henry C. Chambers Waterfront Park

Name of Event Beaufort Oyster Festival

Date of Event: Jan 16 - Jan 17
2027

Contact person: Caroline Geoy
Telephone: 803-367-2061

Please check all that apply.

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

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

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

email: events@cityofbeaufort.org

Name of Event: <u>Beaufort Oyster Festival</u> <u>& Oyster Boogie 5k</u> <u>2027</u>	Date(s) of Event: <u>January 16-17 2027</u> Setup start/end time: <u>Jan 15, 8am - Jan 17, 5pm</u> Actual event start/end time: <u>Jan 16, 10am - Jan 17, 6pm</u> Take down start/end time: <u>Jan. 18, 2pm</u>
Organization/Individual Name: <u>Beaufort Area</u> <u>Hospitality Association</u>	Address: <u>PO Box 566 Beaufort, SC</u> Telephone: <u>843-979-2500</u> Email: <u>caroline@bfthospitality.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? yes Served? _____

Will food be sold? yes Served? _____

Will there be any retail sales? yes

Number of people expected to attend: 6,000+

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	X
Pavilion*	\$ 350.00	\$ 600.00	X
Green 1	\$ 300.00	\$ 500.00	X
Green 2	\$ 500.00	\$ 800.00	X
Electric Fee	\$ 75.00	\$ 100.00	X
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 Downtown Operations (843) 379-7519 or events@cityofbeaufort.org.

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 Downtown Operations (843)379-7519 or events@cityofbeaufort.org. 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



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:** 02/10/2026
From: Jennifer Pointer, Administrative Assistant
Item Name: Request for co-sponsorship of Henry C. Chambers Waterfront Park for the Beaufort Area Hospitality Association's New Year's Eve Fireworks Display on December 31, 2026, at 9:00 pm, approval of the fireworks display, and unseemly noise
Meeting Date: March 10, 2026
Department: Downtown Operations

Background Information:

Introduction:

Request for co-sponsorship of Henry C. Chambers Waterfront Park for the Beaufort Area Hospitality Association's New Year's Eve Fireworks Display on December 31, 2026, at 9:00 pm, approval of the fireworks display, and unseemly noise

Background:

The Beaufort Area Hospitality Association (BAHA) is requesting to hold its annual Fireworks Display from the Beaufort River on Thursday, December 31, 2026, at 9:00 pm. BAHA is not setting up any events or items at Henry C. Chambers Waterfront Park and is only being used as a viewing area only.

Legal Authority:

[Code of City Ordinances — Sec. 9-1008. — Loud and unseemly noise.](#)

[City Code of Ordinances — Chapter 3 - Fireworks, Sec. 7-3002. - License required; storage and display regulated.](#)

[City Code of Ordinances — Sec. 3-2002. — Henry C. Chambers Waterfront Park.](#)

Staff Recommendation:

Staff recommends approval

Placed on Agenda For:

Attachments:

1. BAHA Events 2026-2027
2. 2026-12-31 BAHA Fireworks Application
3. 2026-12-31 BAHA Fireworks Co-Sponsorship

2/9/2026

Linda Roper
Downtown Operations Director
500 Carteret Street
Beaufort, SC 29902



Greetings Linda,

We are delighted to present the attached Special Event Permit applications, along with a request for co-sponsorship of the following events with the City of Beaufort:

- Beaufort Oyster Festival – January 16th & 17th, 2027
- Oyster Boogie 5K – January 16th, 2027
- New Year's Eve Fireworks – December 31st, 2026 at 9:00 PM

The Beaufort Oyster Festival and Oyster Boogie 5K celebrate Beaufort's Lowcountry culture, seafood heritage, and community while supporting local businesses during a traditionally slower season. Both events will be advertised locally and regionally through our area DMO and community partners.

The New Year's Eve Fireworks event is envisioned to celebrate the incoming New Year. The fireworks will take place at 9:00 PM utilizing the services of O'Quinn Marine and will be viewable from Henry C. Chambers Waterfront Park. BAHA has selected a 9:00 PM show time with safety and families in mind.

All of these events have grown over the years, and their continued success would not be possible without the ongoing support of the City of Beaufort. BAHA is sincerely appreciative of the City's partnership and commitment to our community.

Our request for co-sponsorship includes waiver and/or cost absorption on the following:

- Use of Henry C. Chambers Waterfront Park and associated fees

Thank you for your consideration. We look forward to continuing to work with the City of Beaufort in celebration of Beaufort's hospitality, culture, and agri-tourism industry.

Caroline Gecy
Partner and Event Coordinator
Beaufort Area Hospitality Association

Beaufort Area Hospitality Association
PO Box 566 Beaufort, SC 29901
info@bfthospitality.com
bfthospitality.com



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

email: events@cityofbeaufort.org

Name of Event: <u>New Years Eve</u> <u>Fireworks</u>	Date(s) of Event: <u>12-31-2026</u> Setup start/end time: <u>N/A</u> Actual event start/end time: <u>9:00 PM</u> Take down start/end time: <u>N/A</u>
Organization/Individual Name: <u>Beaufort Area Hospitality</u> <u>Association</u>	Address: <u>P.O. Box 566 Beaufort, SC</u> Telephone: <u>803-367-2061</u> Email: _____

- 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? No

Will there be any retail sales? No

Number of people expected to attend: Varies/Weather Dependant

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?

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 Downtown Operations (843) 379-7519 or events@cityofbeaufort.org.

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 Downtown Operations (843)379-7519 or events@cityofbeaufort.org. 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.

Clay
Lessee/Applicant Signature

2/10/2026
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 New Years Eve fireworks

Date of Event: Dec. 31 2026

Contact person: Caroline Gecy

Telephone: 803-367-2061

Please check all that apply.

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

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

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:** 03/04/2026

From: Linda Roper, Downtown Operations Director

Item Name: Request from Downtown Operations for use of the Marina Parking Lot and Craft Market Lawn from June 28, 2026 through July 5, 2026 for a Carnival with amusement rides to be held Thursday and Friday, July 2-3, 2026 5pm - 10 PM to July 4, 2026 3 PM - 10 PM. Request of Waiver of Noise Ordinance, Regulation of Food Truck Ordinance, Business License Fees and Police, Fire and Public Works services

Meeting Date: March 10, 2026

Department: Downtown Operations

Background Information:

Introduction:

On February 2, 2026, Ms. Bonny Gordon, Downtown entrepreneur, suggested to the Mayor, City Council and Downtown Operations that Downtown Beaufort should host a Carolina Days family-centered celebration to include a full carnival in the Marina Parking Lot as part of the nation's 250th Anniversary during the week of June 28th – July 4th, 2026.

Background:

Downtown Operations staff, Eric Claussen, Assistant City Manager and Lise Sundrla, Historic Beaufort Foundation met with Mrs. Gordon and Mrs. Scallate on February 20th, 2026 to discuss the possible celebrations for the 250th Anniversary over the July 4th weekend. Mrs. Gordon presented preliminary discussions she had with Midway Rides Unlimited to bring a carnival to Downtown Beaufort and the use of the Marina Parking Lot.

City Staff met with Mr. McGuire, Midway Rides Unlimited, onsite in the Marina Parking Lot. The Carnival can contain ten (10) rides including a Ferris Wheel and rides and games for young and older children as well as limited carnival food fare.

A request of permission to use the Marina Parking Lot and the Craft Market Lawn area and waivers of the Noise Ordinance, Regulation of Food Truck Ordinance, Business License Fees and Police, Fire and Public Works service fees.

Details are to be as follows:

- Set up will begin on Sunday, June 28th with completion of set up on July 1st
- Carnival will operate
 - 5pm - 10pm, Thursday (7/2) and Friday (7/3)
 - 3pm-10pm, Saturday, (7/4)
- Tear down will be completed on July 4th with parking lot being opened on Sunday, July 5th
- Shuttle service needs to be provided from June 28th to July 1st as the parking lot will be closed for set up and the event.
- Boater parking will need to be established within the parking lot or moved to another location.
- Police and Fire services will need to be onsite during operation.
- Public Works and Downtown Operations staff would be made available during setup/teardown and during the event.
- Additional Porta Potties will need to be provided to accommodate the attendees.

Legal Authority:

Home Rules & General Power

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Re_ Introductions to Midway Amusements
2. Re_ 250 Celebration in Beaufort

From: [midway rides unlimited](#)
To: [BONNY GORDON](#); [Linda Roper](#); [Eric Claussen](#)
Subject: Re: Introductions
Date: Friday, February 20, 2026 1:52:58 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Linda and Team, Thank you for the introduction and for considering Midway Rides Unlimited as part of Beaufort's 4th of July celebration. We truly appreciate the opportunity to connect and explore how we can help enhance and grow this important community event. Our goal is not simply to place rides at a festival, but to partner with towns to create a vibrant midway experience that increases attendance, extends guest stay time, and ultimately drives stronger vendor revenue and overall event success. When the midway is thoughtfully built, it becomes an anchor attraction that encourages families and visitors to spend more time downtown — benefiting merchants, food vendors, and the town alike. For Beaufort, we would propose bringing a balanced selection of 7–10 family, youth, and adult rides, along with classic midway games and food concessions. This creates a complete, high-energy midway atmosphere that appeals across age groups and supports sustained foot traffic throughout the event. We also structure our agreements to minimize risk for the town. As outlined, Midway Rides Unlimited assumes the upfront operational cost and retains the first \$15,000 in ride revenue. After that point, the town receives 15% of all gross ride sales — allowing Beaufort to benefit directly from attendance growth without any financial outlay. This model ensures our incentives are aligned: when the festival grows, both the town and midway benefit. Beyond the immediate event, we are committed to building long-term relationships with our partner communities. With consistent placement and collaboration year over year, midways can scale in both size and profitability, helping festivals reach their full capacity and regional draw. We see Beaufort's 4th of July celebration as having strong potential to expand into a destination-level holiday event, and we would be excited to grow alongside you. Regarding logistics, we would require space for 7–10 rides plus 5–7 games and food concessions, along with RV parking (power/water) for approximately 10 units. We are flexible on placement and happy to coordinate closely to ensure smooth integration with existing festival operations and downtown flow. We would welcome the opportunity to discuss layout possibilities, attendance expectations, and how we can best support Beaufort's vision for the 4th of July. Please let us know a convenient time to connect or schedule a brief site discussion. Thank you again for your consideration. We look forward to the possibility of partnering with Beaufort to create a memorable and profitable celebration for the community. Warm regards, Joshua McGuire
Midway Rides Unlimited 864-353-0992

[Sent from Yahoo Mail for iPhone](#)

On Friday, February 20, 2026, 1:45 PM, BONNY GORDON <bonny.e.gordon@gmail.com> wrote:

Hello Everone,

This email is meant to put Linda Roper (Downtown Beaufort Operations Manager) and Joshua McGuire with Midway Rides Unlimited (<https://midwayridesunlimited.com>) in contact for next steps for consideration of

having Mr. McGuire in Beaufort over the 4th of July holiday.

Below are the current communications I have gathered that Mr. McGuire would need which I copied from a separate email:

- 1) I would need to bring 7-10 rides to make things work for the both of us. I would do family, kid, and adult rides.
- 2) So the fee would work as I would sell tickets and or wristbands. I would sell the first \$15k and I would keep that so you/town wouldn't have to come up with a fee to pay me. So as of now it would all be on me. After the first \$15k I would pay you/town .15% of the first dollar after \$15k.
- 3) funnel cake trailer, lemonade tent, slushie trailer, popcorn/cotton candy trailer, grab joint. I will bring 5-7 games.
- 4) RV trailer parking I would need power and water and enough space for 10 RV even if it was away from the event.

Looking forward to next steps,
Bonny Gordon

From: [BONNY GORDON](#)
To: [Philip Cromer](#)
Cc: [Phillip Scallate](#); [Linda Roper](#); [Sarah Sutton](#); [Scott Marshall](#); [info@bfthospitality.com](#); [robb@beaufortsc.org](#); [admin@beaufortchamber.org](#); [Neil Lipsitz](#); [Mitch Mitchell](#); [Mike McFee](#)
Subject: Re: 250 Celebration in Beaufort
Date: Monday, February 2, 2026 4:29:33 PM
Attachments: [Carolina Days 250.png](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Everyone,

Thank you for the encouragement, Mr. Mayor, and for the opportunity to further outline this idea.

Below is a quick overview of two potential visions for a “Carolina Days” celebration that would complement other historical events planned in Beaufort during the June 27–July 4, 2026 timeframe in celebration of our nation’s 250th anniversary.

For those who have not met me, I am a downtown entrepreneur with prior experience as an event coordinator for a community event venue in Oregon. In that role, I managed recurring community events such as a Saturday Market and Kids Market, and later helped develop a music venue that continues to attract national talent and serve as a central community gathering space. My approach to events has always balanced community value with financial responsibility.

The goal of Carolina Days would be to create a memorable, family-centered celebration that strengthens downtown Beaufort as a social and economic hub—without creating a financial burden on the City. Well-planned community events can generate lasting value while remaining fiscally responsible, as we’ve seen with successful models like Water Festival.

Vision A: Annual Regional Carolina Days Event (Pilot Year)

A larger-scale, nostalgia-focused celebration designed to attract both residents and visitors. This could be held every year on the weekend between June 28 and July 4th.

Key elements may include:

- Multi-day programming with a nostalgic county fair feel
- Live entertainment and concerts
- Family activities and community competitions
- A full carnival operated by a third-party vendor at no cost to the City, with potential revenue share after recouped expenses

This could serve as a test year for a potential annual event and help position

downtown Beaufort as a destination for regional holiday celebrations. Imagine being on a ferris wheel overlooking the marsh and marina!

Vision B: Community-Centered Celebration

A scaled-down option focused primarily on local families, nonprofits, and small-town connections.

Key elements may include:

- Coordination with First Friday road closure
- Community activities in the park on Saturday
- Non-profit participation and fundraising opportunities
- Free family entertainment without a carnival or large concerts

This option emphasizes accessibility, local involvement, and a strong sense of community while still supporting downtown activity.

Both visions are intended to complement—not compete with—other 250th anniversary events, and I fully expect coordination with city departments, Downtown Operations, and other organizers to be essential.

I would welcome the opportunity to meet and discuss:

- Which vision best aligns with City goals
- Coordination with other planned events
- Feasibility, logistics, and next steps for development

Thank you for your time and consideration. I look forward to your feedback.

Warm regards,
Bonny Gordon
(541) 480-5922



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/17/2026
From: Stephenie Price, Police Chief
Item Name: An ordinance to amend Part 9, Chapter 1, Section 9-1008, Loud and Unseemly Noise, of the City of Beaufort Code of Ordinances - First Reading
Meeting Date: March 10, 2026
Department: Police Department

Background Information:

Introduction:

The purpose of this agenda item is to request City Council's consideration, review, and potential revision of Beaufort's noise ordinance to improve clarity, consistency, and alignment with current community expectations. The proposed revision encompasses emerging noise sources, quality of life concerns for residents, and the need to balance neighborhood impacts with business and event activity.

Background:

Over the past years, the noise ordinance has served as guidance for addressing loud and unseemly noise within the city. After discussion during the recent work session, City Council requested that staff work collaboratively with the City Attorney to review the ordinance and suggest potential revisions. The resulting review is intended to ensure the ordinance remains effective, legally sound, and reflective of community expectations.

Legal Authority:

The City of Beaufort is authorized to adopt, amend, and enforce noise regulations pursuant to the Home Rule powers granted to municipalities under South Carolina law. Section 5-7-30 of the South Carolina Code of Laws authorizes municipalities to enact ordinances necessary for the protection of public health, safety, and welfare, including the regulation of activities that may constitute a public nuisance. Noise control ordinances fall within this general police power.

The City of Beaufort has the legal authority to review, revise, and enforce its noise ordinance to address quality-of-life concerns and community standards within the city.

Staff Recommendation:

Staff recommends that City Council adopt the draft noise ordinance as revised and in collaboration with the City Attorney. The proposed ordinance reflects direction provided by City Council, incorporates legal review to ensure consistency with applicable state law, and is intended to improve clarity, fairness, and enforceability. Adoption of the draft ordinance will provide clear standards for residents, businesses, and enforcement personnel, while supporting quality of life objectives and community expectations within the City of Beaufort.

First reading was held on February 10, 2026. After some discussion, a motion was passed to postpone this item to the next meeting on March 10, 2026, pending updates.

Placed on Agenda For:

Action

Attachments:

1. 2026-02 Loud and Unseemly Noise Ordinance
2. Noise Ordinance Edited 03.03.26
3. Noise Ordinance Redline 03.03.26

Ordinance 2026/02

An ordinance to amend Part 9, Chapter 1, Section 9-1008. – Loud and Unseemly Noise of the City of Beaufort Code of Ordinances

WHEREAS, the City Council of the City of Beaufort finds that excessive and unreasonable noise is detrimental to the public health, safety, welfare, and quality of life of residents, visitors, and businesses; and

WHEREAS, the City has a substantial interest in protecting the peace, comfort, and repose of persons of ordinary sensibilities within residential, commercial, and mixed-use areas; and

WHEREAS, uncontrolled noise may interfere with sleep, communication, business operations, and the enjoyment of public and private property, and may negatively impact tourism and economic vitality; and

WHEREAS, the City recognizes the importance of cultural activities, entertainment, and live music to Beaufort's historic downtown, waterfront, and hospitality economy; and

WHEREAS, the City Council seeks to balance the reasonable enjoyment of music, events, and commercial activity with the rights of residents and property owners to be free from excessive and unreasonable noise; and

WHEREAS, objective noise standards, including decibel limits and plainly audible thresholds, provide fair notice to the public and clear guidance for enforcement; and

WHEREAS, the establishment of a designated Nighttime Music District allows for extended hours of amplified music in a defined area while preserving neighborhood livability elsewhere in the City; and

WHEREAS, it is necessary to update and clarify the City's noise regulations to promote consistency, enforceability, and transparency.

NOW, THEREFORE, be it ordained by the City Council of the City of Beaufort duly assembled and by authority of same, that Section 9-1008 of the City of Beaufort Code of Ordinances is hereby stricken in its entirety and replaced by the language as shown in Exhibit A, hereto, and that no other sections are to be modified or removed.

PHILIP E. CROMER, MAYOR

Attest:

TRACI GULDNER, CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

Reviewed by: Reviewed as to form by Benjamin Coppage, City Attorney

Sec. 9-1008. – Loud and Unseemly Noise;

- (a) **Noises Prohibited.** Any loud, obnoxious, unnecessary, or excessive noise which disturbs or interferes with the comfortable enjoyment of persons of ordinary sensibilities occupying, owning or controlling nearby properties, or persons making use of commercial or public properties for their intended purposes, is prohibited. Prohibited noises include, without limitation, the following:
- (1) Any sound made which is plainly audible fifty (50) feet from its source;
 - (2) Amplified music which is plainly audible fifty (50) feet from its source;
 - (3) The use of obscene language at a volume that is louder than that necessary for normal conversation;
 - (4) The use of words which threaten or tend to threaten or incite physical violence, or which endanger or tend to endanger the health and safety of others, which are stated for the purpose of willfully disturbing any person or business;
 - (5) The use of a motor vehicle in a manner which emits loud and unseemly noise which disturbs any residence, neighborhood, or business; and
 - (6) On Bay Street and its sidewalks, bounded by Carteret and Charles Streets, noise generated by the unamplified human voice at a decibel level in excess of seventy (70) decibels, measured by a decimeter, or its equivalent, located fifty (50) feet from the source, between the hours of 10:00 a.m. and 6:00 p.m., Monday through Saturday, and between the hours of 12:00 noon and 6:00 p.m. on Sunday.
- (b) **Exceptions.** This section shall not apply to the following:
- (1) The use of a vehicular horn for the purpose of notifying those nearby of the presence of another vehicle or a potential hazard;
 - (2) The sound produced by the use of equipment owned or operated by federal, state, or local governments including, but not limited to emergency response vehicles, law enforcement vehicles, EMS vehicles and fire district response vehicles;
 - (3) The sound produced by construction machinery, heavy duty equipment, and machines and equipment used for construction, repair, cleaning, and maintenance of buildings, streets, or public or private premises when operated between the hours of 7:00 a.m. and 7:00 p.m.;
 - (4) The sound produced by bells or chimes or other carillon instruments when used to signify the passage of hour, half-hour or quarter-hour components, or to commemorate a wedding, funeral or similar event, including regular religious services, provided the sounds do not exceed five continuous minutes in duration in any one-hour period;
 - (5) Aircraft in flight or in operation at an airport;
 - (6) The sound emanating from a ballpark, playing field, stadium, or comparable outdoor facility designed and intended for recreational or sports activity when used for organized exhibitions or participatory sports or recreational activities;
 - (7) Sounds produced by properly permitted parades, special events, or fireworks displays;
 - (8) Amplified music which exceeds 60db but does not exceed 70db which is played in the Nighttime Music District between 10 p.m. and 1 a.m. on Friday and Saturday nights. The Nighttime Music District is defined as being bounded on the north by Bay Street, on the east by Carteret Street, on the south by the Beaufort River, and on the west by the Downtown Marina and the Downtown Marina parking lot. The sound produced by an electrical generator when that generator is being used to provide electricity to a dwelling unit or business to which electricity is temporarily not being provided by a public utility as a result of inclement weather, natural disaster, or other emergency situation beyond the control of the owner or occupant of the dwelling unit or business.

- (c) **Enforcement.** Any person convicted of a violation of this section 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 Municipal Court for the City of Beaufort, or imprisonment not exceeding 30 days, or both.

Sec. 9-1008. ~~Loud and unseemly Noise;~~

~~(a) Noises Prohibited.~~ Any loud, obnoxious, unnecessary, or excessive noise, which disturbs or interferes with the comfortable enjoyment of persons of ordinary sensibilities occupying, owning or controlling nearby properties, or persons making use of commercial or public properties for their intended purposes, is prohibited. Prohibited noises include, without limitation, the following:

- ~~(1) (a) It shall be unlawful for any person to willfully disturb any neighborhood or business in the City by making or continuing loud and unseemly noises, or by profanely cursing and swearing, or using obscene language. It shall further be unlawful for any person to willfully disturb any neighborhood or business within the city by the~~Any sound made which is plainly audible fifty (50) feet from its source;
- ~~(2) Amplified music which is plainly audible fifty (50) feet from its source;~~
- ~~(3) The use of obscene language at a volume that is louder than that necessary for normal conversation;~~
- ~~(4) The use of words which threaten or tend to threaten or incite physical violence, or which endanger or tend to endanger the health and safety of others within the city, which are stated for the purpose of willfully disturbing any person or business;~~
- ~~(5) (b) The use of a motor vehicle in a manner which emits loud and unseemly noise which disturbs any residence, neighborhood, or business; and~~
- ~~(6) On Bay Street and its sidewalks, bounded by Carteret and Charles Streets, noise generated by the unamplified human voice at a decibel level in excess of seventy (70) [decibels], measured by a Realistic® sound level decimeter, or its equivalent, (adjusted to "A" for weighing voice recordings and response selector on "slow"), located fifty (50) feet from the source, between the hours of 10:00 a.m. and 6:00 p.m., Monday through Saturday, and between the hours of 12:00 noon and 6:00 p.m. on Sunday, shall be prima facie loud and unseemly noise (momentary peaks shall not exceed seventy-five (75) decibels). Upon determination that the volume of such unamplified human voice exceeds this decibel level, a police official shall first warn the offending individual(s) of the violation of his/her conduct. Continued measurement of the level of noise by the offending individual(s) exceeding this decibel level after such warning shall constitute prima facie evidence of willful violation of subsection (a).~~

(c) Except as within the Nighttime Music District as defined in subsection (d) below and on any lot zoned Industrial Park District, the use of horns, radios, phonographs, loud speakers, whistles, exhausts, pile drivers, blowers, or other devices not numerated here, but which cause loud or irritating noises, between the hours of 9:00 p.m. and 8:00 a.m., which are plainly audible from a distance of fifty (50) feet from its source, shall be considered prima facie evidence of a violation of subsection (a), unless such device was used as a danger warning or in some similar emergency or a permit has been granted by the city manager or city council for same. As to properties located within the Nighttime Music District, as defined in subsection (d) below, the following shall apply: (1) the use of horns, radios, phonographs, amplifiers, loudspeakers, whistles, exhausts, pile drivers, blowers, or other devices not numerated here, but which cause loud or irritating noises, between the hours of 10:00 p.m. and 1:00 a.m. on Sunday through Thursday nights only, which are plainly audible from a distance of

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fifty (50) feet from its source, shall be considered prima facie evidence of violation of subsection (a); and (2) the use of horns, radios, phonographs, amplifiers, loudspeakers, whistles, exhausts, pile drivers, blowers, or other devices not enumerated here, but which cause loud or irritating noises, between the hours of 1:00 a.m. and 7:00 a.m., which are plainly audible outside the exterior walls of the building containing its source, shall be considered prima facie evidence of a violation of subsection (a). Notwithstanding any time periods or other provisions of this section, sound (from any of the sources specified herein) which exceeds eighty-five (85) decibels (dB(C)) measured *at any time* at the property line of the establishment from which the music is being generated shall be considered prima facie evidence of a violation of subsection (a).

~~(d) Nighttime Music District. A Nighttime Music District is hereby established and shall include those parcels and properties and portions of those parcels and properties contained within the following boundaries: all those parcels of land encompassed by the tract bounded on the north by the southern right of way of Bay Street, on the west and the south by the highwater mark of the Beaufort River, and on the east by the western right of way of Carteret Street.~~

The Nighttime Music District is also delineated on the map which is incorporated in this chapter and shown on the next page.

~~(e) The loud playing of radios, phonographs, tape decks, amplifiers, and loudspeakers, and other sound devices in any public park, outdoor public place, or privately owned or controlled courtyards or outdoor areas, including from vehicles, the sound and/or noise which is substantially audible to the distance of fifty (50) feet or more, shall be prima facie evidence of a violation of subsection (a). Notwithstanding any time periods or other provisions of this section, sound (from any of the sources specified herein) which exceeds eighty-five (85) decibels (dB(C)) measured *at any time* at the property line of the establishment from which the music is being generated shall be considered prima facie evidence of a violation of subsection (a).~~

~~(f) There shall be no violation under subsections (c) or (e) of this section for special events provided a permit is first obtained from the city.~~

~~(g) It shall be unlawful for any person to drive, propel or otherwise operate a motorized vehicle in a manner which emits loud and unseemly noise, which willfully disturbs any residence, neighborhood or business in the city. The prohibition of this subsection shall include operating a motorized vehicle by rapid throttle advancing (revving) of an internal combustion engine resulting in increased noise from the engine.~~

~~(1962 Code, § 22-1; Ord. No. O-12-81, 7-28-81; Ord. No. O-15-91, 4-23-91; Ord. No. O-30-91, 10-22-91; Ord. No. O-23-94, 11-22-94; Ord. No. O-01-00, 1-11-00; Ord. No. O-06-~~

00, 2-8-00; Ord. No. O-09-09, § 1, 3-24-09; Ord. No. O-14-12, §§ 1, 2, 7-10-12; Ord. No. O-5-19, § 6, 6-11-19)

Cross reference—Noise by sidewalk vendors, § 7-9008(13).

(b) Exceptions. This section shall not apply to the following:

- (1) The use of a vehicular horn for the purpose of notifying those nearby of the presence of another vehicle or a potential hazard;
- (2) The sound produced by the use of equipment owned or operated by federal, state, or local governments including, but not limited to emergency response vehicles, law enforcement vehicles, EMS vehicles and fire district response vehicles;
- (3) The sound produced by construction machinery, heavy duty equipment, and machines and equipment used for construction, repair, cleaning, and maintenance of buildings, streets, or public or private premises when operated between the hours of 7:00 a.m. and 7:00 p.m.;
- (4) The sound produced by bells or chimes or other carillon instruments when used to signify the passage of hour, half-hour or quarter-hour components, or to commemorate a wedding, funeral or similar event, including regular religious services, provided the sounds do not exceed five continuous minutes in duration in any one-hour period;
- (5) Aircraft in flight or in operation at an airport;
- (6) The sound emanating from a ballpark, playing field, stadium, or comparable outdoor facility designed and intended for recreational or sports activity when used for organized exhibitions or participatory sports or recreational activities;
- (7) Sounds produced by properly permitted parades, special events, or fireworks displays;
- (8) Amplified music which exceeds 60db but does not exceed 70db which is played in the Nighttime Music District between 10 p.m. and 1 a.m. on Friday and Saturday nights. The Nighttime Music District is defined as being bounded on the north by Bay Street, on the east by Carteret Street, on the south by the Beaufort River, and on the west by the Downtown Marina and the Downtown Marina parking lot. The sound produced by an electrical generator when that generator is being used to provide electricity to a dwelling unit or business to which electricity is temporarily not being provided by a public utility as a result of inclement weather, natural disaster, or other emergency situation beyond the control of the owner or occupant of the dwelling unit or business.

(c) Enforcement. Any person convicted of a violation of this section 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 Municipal Court for the City of Beaufort, or imprisonment not exceeding 30 days, or both.

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City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/03/2026
From: Curt Freese, Community Development Director
Item Name: An ordinance to amend Part 7 of the Code of Ordinance of the City of Beaufort, South Carolina, and Section 3.6.2.C.2 of the Beaufort Development Code to adopt provisions regarding Short-Term Rentals - First Reading
Meeting Date: March 10, 2026
Department: Community Development Department

Background Information:

Introduction:

The City Manager tasked City Staff to draft a new standalone short term rental ordinance. The proposed draft ordinance attached, was developed after a number of meetings with the following internal staff group:

Curt Freese, Community Development Director
Alan Eisenman, Finance Director
Justin Rose, Business License Inspector/Administrator
Kat Kirkland, GIS
Christopher Klement, Planner III
Ken Meola, Code Enforcement Officer
Bruce Skipper, Building Official
John Badget, Fire Marshall

The group reviewed the current ordinance, the current short term rental licenses and policies, inspections, complaints, and staff capacity, with Short Term Rental policies and practices around the State of South Carolina.

After four Council worksessions, Staff developed in conjunction with the City Attorney, the draft ordinance proposed. This ordinance added the following requirements based on public comments and Council direction: 300' clustering requirement, equitable waitlist, yearly licensing with the business license department.

Planning Commission Recommendation

The Planning Commission discussed draft changes to Section 3.6.2 Short Term Rentals, at their August and September work-sessions, with a formal unanimous vote for approval of the changes at their September 15, 2025, meeting. The draft changes were proposed after the August regular Planning Commission meeting, in which public discussion on Accessory Dwelling Units and

Short Term Rentals was held. The recommendation was limited to Section 3.6.2 and did not include the STR standalone ordinance. Effectively, the requirements for STR's were removed from the Development Code in the recommendation, with the idea they'd be placed in the standalone STR license in the Municipal Code.

Owner Occupied Recommendation: The Planning Commission recommended the additional sentence below in Section 3.6.2, to effectively ban non-owner occupied short term rentals: "Short term rentals, where the owner does not live on premises, are prohibited."

Analysis: The current ordinance produced by Staff and the City Attorney based on the direction of council, did not incorporate the owner occupied restriction. Staff would not recommend this addition, as it was not consistent with the direction of Council. Should the City Council accept the PC's recommendation, portions of the attached draft STR ordinance must be removed and revised before the second hearing.

Background:

Summary of Changes

1. Short-Term Rentals Automatically Classified as a Business

All short-term rentals—defined as rentals of fewer than 30 days—require a business license regardless of the number of units owned.

2. Compliance With New STR Chapter Required

A business license for a short-term rental may only be issued if the applicant complies with the provisions of **new Chapter 18**.

A. Definitions

The chapter introduces clear definitions for key terms, including Owner-Occupied STR (OSTR), Investment STR (ISTR), Designated Agent, Parcel, and STR Occupant. These definitions support consistent administration and enforcement.

B. Licensing Requirements and Density Controls

1. Citywide STR Cap by Neighborhood

STRs in residentially zoned neighborhoods (T3-S, T3-N, T4-HN, T4-N, and T5-UC) are capped at **6% of total dwelling units** per neighborhood.

- Permitted STRs operating prior to **April 14, 2026** are grandfathered and do not count toward this cap unless the property is conveyed, the license is revoked, or the STR ceases rental activity for six months.

2. Waitlist System

When a neighborhood reaches the 6% threshold, new applications are placed on a waitlist until space becomes available.

3. One STR Per Parcel

No parcel may contain more than one STR, regardless of building configuration.

4. Geographic Prohibitions

STRs are prohibited in The Point neighborhood.

5. Separation Requirement

STRs must be located no closer than **300 feet** from one another, measured property-line to property-line.

- Existing STRs prior to April 14, 2026 are exempt until conveyance, license revocation, or six months of inactivity.

6. Accessory Structures

- Accessory structures (e.g., ADUs, carriage houses) may be used only for **OSTRs**, not investment units.
- The overall one-STR-per-parcel limit applies.

C. Operational Standards

1. Parking Requirements

STRs must provide on-site, clearly delineated parking unless formalized adjacent street parking is available.

2. Rental Agreement Requirements

Owners or agents must include in rental contracts:

- Minimum stay
- Maximum guests
- Vehicle limit and parking instructions
- Noise ordinance summary
- Prohibition on large gatherings unless specifically approved
- Requirements regarding pet management

3. Property Management Plan

Owners must maintain a property management plan identifying the responsible manager, availability within three hours for complaints, and a backup manager if the primary is absent from the city. All updates must be reported promptly.

4. Posting Requirements

Emergency contacts, sanitation instructions, and rental rules must be visibly posted. On-site signage is prohibited.

5. Safety Requirements

A monitored fire alarm is required for all STRs except boats, which must instead provide Coast Guard Auxiliary Vessel Safety Check documentation. Existing units have six months to comply.

6. Outside Approvals

- For properties governed by HOAs, written confirmation that STRs are permitted must be provided.
- For multifamily developments, property management approval is required.

7. Taxes, Inspections, and Compliance

STR owners must remain current on all applicable taxes and pass a City inspection verifying compliance with building, zoning, safety, and health laws. STRs may not operate in structures lacking a certificate of occupancy.

8. Operation by Owner or Designated Agent Only

STRs may be operated only by the property owner or a designated agent, consistent with licensing requirements.

9. Annual STR Fee

An annual STR fee, separate from the business license tax, must be paid, but will be paid at the same time as business license fees.

D. STR Occupancy Limits

- Maximum of **two adult guests per bedroom**.

- Events with more than **25 attendees** are prohibited.
- Outdoor amplified music of any kind is prohibited.

Legal Authority:

S.C. Code Ann. §§ 5-7-30 and 5-7-80

Staff Recommendation:

Approve attached ordinance

Placed on Agenda For:

Action

Attachments:

1. STR ordinance adoption -
2. Ex A STR Ordinance
3. Exhibit B Short term rental Development Code
4. str memo new curt
5. STR Ordinance Planning Commission Rec Chapter 3.6.2 of Development Code

ORDINANCE

AMENDING PART 7 OF THE CODE OF ORDINANCES OF THE CITY OF BEAUFORT, SOUTH CAROLINA AND SECTION 3.6.2.C.2 OF THE BEAUFORT DEVELOPMENT CODE TO ADOPT PROVISIONS REGARDING SHORT-TERM RENTALS

WHEREAS, the State of South Carolina has conferred to the City of Beaufort (hereinafter “City”) the power to enact ordinances “in relation to roads, streets, markets, law enforcement, health, and order in the municipality or respecting any subject which appears to it necessary and proper for the security, general welfare, and convenience of the municipality or for preserving health, peace, order, and good government in it . . .” as set forth in S.C. Code Ann. § 5-7-20; and

WHEREAS, pursuant to S.C. Code § 6-1-400 et seq., municipalities are authorized to levy and administer business license taxes and to regulate businesses operating within their corporate limits; and

WHEREAS, the City Council finds that the operation of short-term rentals constitutes a business use requiring business licensing and reasonable regulation to protect residential neighborhood integrity, public safety, and the quiet enjoyment of property; and

WHEREAS, the growth of short-term rentals has created the need for clear standards regarding licensing, safety, density limitations, notification to neighbors, and ongoing compliance; and

WHEREAS, City Council has determined that amendments to Section 7-1001 of the Code of Ordinances and Section 3.6.2.C.2 of the Beaufort Development Code and the adoption of a new Chapter 17 – Short-Term Rentals are necessary and appropriate to establish fair, consistent, and enforceable procedures governing short-term rental operations within the City; and

WHEREAS, Council further finds that the amendments herein are consistent with the City’s police powers and with applicable provisions of state law, including but not limited to S.C. Code §§ 12-43-220(c), 12-37-3150, 27-32-10(9), and 27-32-250(1); and

WHEREAS, City Council has duly considered these amendments following required notice, public readings, and deliberation in accordance with S.C. Code § 5-7-270 and the City’s procedural rules;

WHEREAS, the Planning Commission has the duty to review and make recommendations to the City Council regarding amendments to the text of the Beaufort Development Code pursuant to Sections 9.16 and 10.2.1.A.3.b. of the Beaufort Development Code;

WHEREAS, the Planning Commission has reviewed and made recommendations for the amendment of Section 3.6.2.C.2. of the Beaufort Development Code; and

WHEREAS, a public hearing before the Beaufort Planning Commission was held regarding changes to the recommended amendments on September 15, 2025, with notice of the hearing published in *The Beaufort Gazette* on August 28, 2025; and

WHEREAS, Council has reviewed the proposed amendment to Section 3.6.2.C.2 of the Beaufort Development Code and finds that it is appropriate to approve that proposed amendment with modifications.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Beaufort, South Carolina duly assembled and by authority of the same, pursuant to the power vested in the Council that the Code of Ordinances of the City of Beaufort, South Carolina and the Beaufort Development Code shall be amended as follows:

1. The last sentence of subsection 7-1001(d) of the Code of Ordinances, which reads “All short-term rentals require a business license.” shall be stricken. The remainder of subsection 7-1001(d) shall remain unaffected by this amendment.
2. A new Chapter entitled “CHAPTER 18. – SHORT TERM RENTALS,” the text of which is shown on Exhibit A, hereto, shall be added to Part 7 of the Code of Ordinances.
3. Section 3.6.2.C.2. of the Beaufort Development Code shall be stricken and replaced with the following: “2. Short Term Rental: Issuance of a City business license for the operation of a short term rental.

This ordinance shall become effective April 14, 2026.

PHILIP CROMER, MAYOR ATTEST:

TRACI GULDNER, CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

Reviewed by: _____
City Attorney

EXHIBIT A

CHAPTER 18. – SHORT TERM RENTALS

Sec. 7-18001. - Definitions.

- (a) Designated Agent. An attorney, real estate agent, or property manager licensed in the State of South Carolina who has been designated by the owner of a short term rental to act on the owner's behalf relating to the business and operation of the short term rental.
- (b) Dwelling Unit. A room or group of internally connected rooms that may be either an improvement to real property or a boat in an approved marina that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitute an independent housekeeping unit, occupied by or intended for one household on a long-term basis.
- (c) Investment Short Term Rental ("ISTR"). A short term rental that is not the legal residence of the owner.
- (d) Legal Residence. A dwelling unit taxed on an assessment equal to four percent of the fair market value of the property assigned a 4% property tax ratio by the Beaufort County Assessor's Office under the requirements pursuant to S.C. Code § 12-43-220(c).
- (e) Owner-Occupied Short Term Rental ("OSTR"). A short term rental which is the legal residence of the owner of the short term rental.
- (f) Parcel. A piece of real property to which Beaufort County has assigned a unique property identification number.
- (g) STR Occupant. Any person who rents a short term rental.
- (h) Short Term Rental ("STR"). A dwelling unit, or any portion thereof, rented for the purpose of overnight lodging for any periods of less than thirty (30) days and used in a manner consistent with the residential character of the dwelling. The following are not considered STRs:
 - a. Tourist accommodations, including hotels, motels, inns, and bed and breakfasts;
 - b. Dwelling units which are subject to "vacation time sharing plans" as defined in S.C. Code § 27-32-10(9); and
 - c. Dwelling units which are subject to "vacation multiple ownership interests" as defined in S.C. Code § 27-32-250(1).
- (i) Conveyance. An assessable transfer of interest in real estate triggering an appraisal and reassessment for taxation purposes as defined described by SC Code § 12-37-3150.
- (j) Notice: Within ten (10) days following the approval and issuance of a business license for a short-term rental, the City shall provide written notice to all owners of adjoining properties, including those directly adjacent, diagonally adjacent, and across any street or alley. Such notice shall be sent via first-class mail. The notice shall include the following:
 - (1) The Street address of the Short Term Rental;
 - (2) The name and contact information of the licensee or designated local agent;
 - (3) A summary of applicable Short Term Rental Regulations; and
 - (4) Contact information for reporting complaints or concerns to the Codes Enforcement/Business License department.

Sec. 7-18002. - Requirements for Licensure of STRs.

(a) Limitation on Number of STRs.

- (1) No more than six percent (6%) of the dwelling units in the neighborhoods as shown on the City of Beaufort Neighborhoods Map zoned T3-S, T3-N, T4-HN, T4-N, and T5-UC may be STRs. However, any properly permitted and licensed STR operating before April 14, 2026, shall not be counted toward the six percent (6%) cap unless and until there is a conveyance of the STR, there is a revocation of the STR owner's business license, or the STR has not been rented for a period of six months or more.
- (2) In the event that a business license would be issued but for the application of the above-described cap on number of STRs per neighborhood, the proposed STR will be added to a waitlist for the neighborhood. When the cap on the number of STRs for a neighborhood is no longer met, the City shall utilize the waitlist to determine licensing for new STRs.
- (3) There shall be no more than one STR per parcel of real property.
- (4) STRs are prohibited in The Point neighborhood, as shown on the City of Beaufort Neighborhoods Map.

(b) Limitation on Adjacency of STRs.

- (1) No STR may be located closer than three hundred feet (300') to any other STR. The distance between STRs shall be located from the closest point between boundary lines of the parcels of real property on which the STRs are located.
- (2) Any properly licensed STR operating before April 14, 2026 is exempt from this requirement unless and until there is a conveyance of the STR, there is a revocation of the STR owner's business license, there is a revocation of the STR's business license, or the STR has not been rented for a period of six months or more.

(c) Accessory Structures as STRs.

- (1) Accessory structures, to include without limitation, accessory dwelling units, carriage houses, or pool houses, shall not be used as an ISTR.
- (2) Accessory structures may be used as an OSTR subject to the provision that there shall be no more than one STR per parcel of real property.

(d) The minimum stay for STRs is two nights.

(e) Parking

- (1) Parking shall be provided on-site and located to the side or rear of the dwelling.
- (2) On-site parking shall be clearly delineated with an improved surface such as pavement, gravel, or another method approved by the license official.
- (3) If formalized parking is provided on the street(s) adjacent to the STR, this may be utilized in lieu of on-site parking.
- (4) The number of vehicles allowed to be parked at a STR shall be determined in the discretion of the license official and be based on the number of bedrooms and the design of the driveway.

(f) The owner or designated agent of the STR shall utilize a rental agreement which specifies the following:

- (1) The minimum stay;
- (2) The maximum number of guests;
- (3) The maximum number of vehicles permitted at the unit;

- (4) Where guests are to park;
- (5) Reference to and inclusion of a copy of the City's noise ordinance;
- (6) The prohibition of large gatherings such as weddings and reunions unless specifically approved by the City;
- (7) That pets, if permitted, are not to be left outside unattended.
- (g) Property Management. The owner or designated agent shall maintain a property management plan which specifies:
 - (1) Whether the owner or designated agent will be managing the property;
 - (2) That the person managing the property must be available to appear on the premises to respond to a complaint within three hours of being notified by the City;
 - (3) That there is a back-up property manager, unless the owner or registered agent certifies that the STR will not be rented when the owner or registered agent is not physically present in the City; and
 - (4) That the license official will be notified immediately when any information contained in the property management plan is changed.
- (h) Rental rules, including use of the sanitation and recycling roll-carts, and emergency contact information including the police non-emergency number, shall be posted in a conspicuous location in the STR.
- (i) On-site signs are prohibited.
- (j) A monitored fire alarm is required for all STRs except boats. Boats are required to provide documentation that a Coast Guard Auxiliary Safety Vessel Check has been performed. The Vessel Safety Check can be arranged through this link: <http://www.cgaux.org/vsc>. Existing facilities not meeting this requirement shall be brought into conformance within six months of the date of adoption of this Code.
- (k) Outside Approvals Required.
 - (1) For properties subject to restrictive covenants, written confirmation from the president of the homeowners association that short term rentals are permitted on the property is required. If the homeowners association president fails or refuses to provide such confirmation or there is no active homeowners association, the property owner must provide other documentation which confirms that short term rentals are not prohibited on the property.
 - (2) For multifamily structures and developments, property management for the structure or development must provide written approval of the proposed short term rental.
- (l) The owner of the STR must make proper payment of local, county, state, and federal taxes.
- (m) The STR shall be subject to and pass an inspection by the City for the purposes of confirming the safety of the STR and the STR's compliance with the City's ordinances and other applicable law.
- (n) The STR shall comply with all business license, revenue collection, and health laws of the City of Beaufort, Beaufort County, and the State of South Carolina.
- (o) No STR may operate in a dwelling unit for which a certificate of occupancy has not been issued.
- (p) STRs shall only be operated by the owner of the STR or a Designated Agent.

- (q) An annual short term rental fee, as set by City Council and reviewed periodically, shall be paid in addition to the business license tax required by Sec. 7-1004.
- (r) STR Occupancy.
 - (1) The maximum number of adult guests shall be no more than two per bedroom;
 - (2) STR occupants may not host events attended by more than twenty-five people; and
 - (3) STR occupants may not play outdoor amplified music, including without limitation bands, deejays, music broadcast through speakers and electronic musical instruments.

Sec. 7-18003. – Addendum to Business License Application.

- (a) When seeking a business license for the operation of a STR, the STR's owner or designated agent shall submit a STR Addendum with the business license application required by Sec. 7-1005.
- (b) The STR Addendum shall be in a form prepared by and maintained by the license official and shall provide the information necessary for the license official to determine whether the proposed STR is compliant with the requirements of Sec. 7-18002.
- (c) Only the STR's owner or designated agent may submit a STR Addendum.
- (d) A revised STR Addendum shall be submitted to the license official within sixty (60) days following any change in the information provided in a prior STR Addendum.

Sec. 7-18004. – Enforcement.

- (a) Any person who has violated any of the provisions of this chapter is deemed to have "breached any condition upon which the license was issued or has failed to comply with the provisions of this chapter" for the purposes of Sec. 7-1016(2).
- (b) Any person violating any provision of this chapter shall be deemed guilty of an offense and shall be subject to a fine of up to five hundred dollars (\$500.00) or imprisonment for not more than thirty (30) days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this chapter.
- (c) Any person who operates a STR without a business license shall be subject to the above-stated penalties and shall be prohibited from receiving a business license for the operation of STR for a period of two years.

Exhibit B

Text of Sec. 3.6.2.C.2. to be stricken and replaced with the following:

3.6.2.C.2. **Short Term Rental:** Issuance of a City business license for the operation of a short term rental.



CITY OF BEAUFORT
Community Development Department

SCOTT MARSHALL
City Manager

1911 BOUNDARY STREET
BEAUFORT, SC 29902
(843) 525-7011
FAX (843) 986-5606

CURT FREESE
Community Development
Director

To: City Council
From: Curt Freese, Community Development Director
Date: 3/10/26
Issue: Short Term Rentals

BACKGROUND:

The City Manager tasked City Staff to draft a new standalone short term rental ordinance. The proposed draft ordinance attached, was developed after a number of meetings with the following internal staff group:

Curt Freese, Community Development Director
Alan Eisenman, Finance Director
Justin Rose, Business License Inspector/Administrator
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Owner Occupied Recommendation: The Planning Commission recommended the additional sentence below in Section 3.6.2, to effectively ban non-owner occupied short term rentals:

"Short term rentals, where the owner does not live on premises, are prohibited."

Analysis: The current ordinance produced by Staff and the City Attorney based on the direction of council, did not incorporate the owner occupied restriction. Staff would not recommend this addition, as it was not consistent with the direction of Council. Should the City Council accept the PC's recommendation, portions of the attached draft STR ordinance must be removed and revised before the second hearing.

Summary of Changes

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2. Compliance With New STR Chapter Required

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A. Definitions

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- Permitted STRs operating prior to **April 14, 2026** are grandfathered and do not count toward this cap unless the property is conveyed, the license is revoked, or the STR ceases rental activity for six months.

2. Waitlist System

When a neighborhood reaches the 6% threshold, new applications are placed on a waitlist until space becomes available.

3. One STR Per Parcel

No parcel may contain more than one STR, regardless of building configuration.

4. Geographic Prohibitions

STRs are prohibited in The Point neighborhood.

5. Separation Requirement

STRs must be located no closer than **300 feet** from one another, measured property-line to property-line.

- Existing STRs prior to April 14, 2026 are exempt until conveyance, license revocation, or six months of inactivity.

6. Accessory Structures



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Community Development Department

SCOTT MARSHALL
City Manager

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CURT FREESE
Community Development
Director

- Accessory structures (e.g., ADUs, carriage houses) may be used only for **OSTRs**, not investment units.
- The overall one-STR-per-parcel limit applies.

C. Operational Standards

1. Parking Requirements

STRs must provide on-site, clearly delineated parking unless formalized adjacent street parking is available.

2. Rental Agreement Requirements

Owners or agents must include in rental contracts:

- Minimum stay
- Maximum guests
- Vehicle limit and parking instructions
- Noise ordinance summary
- Prohibition on large gatherings unless specifically approved
- Requirements regarding pet management

3. Property Management Plan

Owners must maintain a property management plan identifying the responsible manager, availability within three hours for complaints, and a backup manager if the primary is absent from the city. All updates must be reported promptly.

4. Posting Requirements

Emergency contacts, sanitation instructions, and rental rules must be visibly posted. On-site signage is prohibited.

5. Safety Requirements

A monitored fire alarm is required for all STRs except boats, which must instead provide Coast Guard Auxiliary Vessel Safety Check documentation. Existing units have six months to comply.

6. Outside Approvals



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- For properties governed by HOAs, written confirmation that STRs are permitted must be provided.
- For multifamily developments, property management approval is required.

7. Taxes, Inspections, and Compliance

STR owners must remain current on all applicable taxes and pass a City inspection verifying compliance with building, zoning, safety, and health laws. STRs may not operate in structures lacking a certificate of occupancy.

8. Operation by Owner or Designated Agent Only

STRs may be operated only by the property owner or a designated agent, consistent with licensing requirements.

9. Annual STR Fee

An annual STR fee, separate from the business license tax, must be paid, but will be paid at the same time as business license fees.

D. STR Occupancy Limits

- Maximum of **two adult guests per bedroom**.
- Events with more than **25 attendees** are prohibited.
- Outdoor amplified music of any kind is prohibited.

RECOMMENDATION:

Approve the attached ordinance.

**Planning Commission
Recommended
Change to 3.6.2 (Not
Recommended by
Staff nor incorporates
changes to proposed
ordinance by Council**

3.6.2 ADDITIONAL STANDARDS FOR COMMERCIAL USES

The following additional standards apply to the approval and development of projects where the use is listed in the "Table of Permitted Uses" in Section 3.2 as Conditional (C), Special Exception (SE), or T4-Neighborhood Artisan (A). In addition, any Building Design standards, as set forth in Article 4, apply as applicable.

2. Short Term Rental:

- a. Short Term Rentals are permitted in the following zoning districts: T3-S, T3-N, T4- HN, T4-N, T5-UC and IC. ~~Specific to T3-S, T3-N, and T4- HN:~~ Short term rentals, where the owner does not live on premises, are prohibited. Short term rentals, where the owner does not live on the premises, are limited to 6% of the lots in the neighborhood as shown on the City of Beaufort Neighborhoods Map zoned T3-S, T3-N, and/or T4- HN with the following exceptions:
 - i. Short term rentals are prohibited in The Point neighborhood, the U, RMX, and T-1 districts, as shown on the City of Beaufort Neighborhoods Map
~~Structures on the City's List of Vacant and Abandoned Structures being rehabilitated for use as a short term rental, and~~
 - ii. Exceptions: Structures on the City's List of Vacant and Abandoned Structures being rehabilitated for use as a short term rental are exempt. ~~and Short term rentals are prohibited in The Point neighborhood, as shown on the City of Beaufort Neighborhoods Map.~~
- b. Short Term Rentals shall follow the guidelines of the City of Beaufort Municipal Code.
~~Minimum Stay: 2 nights.~~
- c. Permitted Rental Types:
 - i. ~~Rental of the primary dwelling.~~
 - ii. ~~Rental of an accessory dwelling.~~
 - iii. ~~Rental of a portion of a primary dwelling.~~
 - iv. ~~Rental of a boat in an approved marina.~~
- d. Parking: Parking shall be provided on-site and located to the side or rear of the dwelling. On-site parking shall be clearly delineated with an improved surface such as pavement, gravel, or another method approved by the administrator. If formalized parking is provided on the street(s) adjacent to the primary or accessory unit, this may be utilized in lieu of on-site parking.
- e. Rental Agreement: The applicant shall provide a copy of the rental agreement that will be used. The rental agreement shall specify the following:
 - i. ~~The minimum stay.~~
 - ii. ~~The maximum number of guests which shall be based on the number of beds in the unit. For Primary house rentals, the number of adult guests is limited to 2 per bedroom. For Carriage House rentals, the total number of adult guests is limited to 4.~~
 - iii. ~~The maximum number of vehicles permitted at the unit which shall be based on the number of bedrooms and the design of the driveway. For Primary house rentals, the~~

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number of vehicles is limited to 1 per bedroom. For Carriage House rentals, the total number of adult guests is limited to 2.

- iv. ~~Where guests are to park. Where no formalized on-street parking is available, the agreement shall specify that guests are to park on-site and not in the street.~~
- v. ~~That the City's noise ordinance applies between 9:00 p.m. and 8:00 a.m.~~
- vi. ~~Prohibit large gatherings such as weddings and reunions unless specifically approved by the City.~~
- vii. ~~Pets, if permitted, are not to be left outside unattended.~~
- f. **Property Management Plan:** A property management plan shall be developed and approved by the administrator. The property management plan shall identify a property manager. Where the property owner does not live on the premises, the property manager must be available to appear on the premises to respond a complaint within three hours of being notified by the administrator. Where the property owner lives on the premises, a back-up property manager must be identified unless the owner certifies the unit will not be rented when the owner is out of town. The administrator shall be notified when management of the unit changes. Failure to comply with the approved property management plan shall result in the revocation of the zoning permit (Section 9.4).
- g. **Signs:** No on-site signs shall be permitted.
- h. **Rental Rules:** Rental rules, including use of the sanitation and recycling roll carts, and emergency contact information including the police non-emergency number, shall be posted in a conspicuous location in the unit.
- i. **Monitored Fire Alarm:** A monitored fire alarm is required for all units except boats. Boats are required to provide documentation that a Coast Guard Auxiliary Safety Vessel Check has been performed is required. The Vessel Safety Check can be arranged through this link: <http://www.cgaux.org/vsc>. Existing facilities not meeting this requirement shall be brought into conformance within 6 months of the date of adoption of this Code.
- j. **Outside Approvals Required:** For properties located in a neighborhood with a property owners' association, written confirmation from the association president that short-term rentals are permitted in the neighborhood is required. In multifamily structures, written approval from the property management association is required. For boats in an approved marina, written permission from the marina manager is required.
- k. **Safety Inspection and Licensing:** A Safety Inspection shall be conducted before the Business License for the facility is issued. The facility shall comply with all business license, revenue collection, and health laws of the City of Beaufort, Beaufort County and the State of South Carolina.
- l. **Unlicensed Units:** For units that are found to be operating without approval of the City, the short-term rental application fee shall be \$1,000. If the property owner chooses not to submit a short-term rental application within 60 days of being notified by the City of being in violation of the ordinance, a short-term rental application shall not be approved for a period of 2 years.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/03/2026
From: Curt Freese, Community Development Director
Item Name: An ordinance to amend Chapters 2 and 3 of Part 6 of the City Code of Ordinances to revise sections relating to Weeds, Litter, Trash and other matters related thereto - First Reading
Meeting Date: March 10, 2026
Department: Community Development Department

Background Information:

Introduction:

The amendments being requested for Chapter 2 – Weeds, Sec. 6-2003 – Notice and Abatement, and Chapter 3 -Litter and Trash, Sec. 6-3005 – Notice and Abatement, are proposed to provide a more efficient and plausible means to resolve property maintenance issues within the city as they relate to overgrown lawns/weeds and trash/litter.

Background:

Currently, the City Ordinances afford abatement methods for these issues by providing the city with the ability to remedy the issues when property owners fail to do so. In each instance, the city can abate the issues and bill the property owner for the costs of the services required to bring the property into compliance regarding the violations. Upon failure of payment being rendered for those services, the current ordinance(s) allow for the city to place the cost of those services as a lien on the property in favor of the city. The issue with regard to taking this action, as currently codified, is that the lien cannot be collected until the property is sold; or if the accumulated costs are exorbitant enough, through a foreclosure process.

While there is an ability to issue summons to municipal court to a property owner for the violations, there are complications with pursuing this action. There are numerous properties in the city that have weed and trash issues with extenuating circumstances: a. The owner of record is deceased resulting in an heir's property for which there are no known responsible parties; b.) Out of state property owners for whom it is difficult to issue summons; c) Properties placed in corporations or LLC's that make identifying a responsible party difficult. As such, written notices of violations and the requirement to remedy them often go unclaimed or ignored. Having the city clean or clear these properties to mitigate the issues in an effort to prevent blight

or health and safety issues in neighborhoods could result in the city undertaking these actions into perpetuity and at the expense of the taxpayers.

The proposed remedy is codified in the South Carolina Code of Laws, Section 5-7-80. -

Ordinances relating to upkeep of property within municipality. This allows a municipality to correct the conditions to bring the property into compliance and place the costs of such service as a “...*lien about the real estate and shall be collectable in the same manner as municipal taxes.*”

This allows the city to place the costs on the tax bill for the property. It would be billed and collected during the next tax billing cycle. This regulation already exists in the City Code of Ordinances for abatement of unfit houses in Chapter – 1, Article B, Section 5-1028. – Costs; lien upon property. The City has successfully utilized this in the past to collect costs for services for actions taken in that capacity.

The City would still continue to work toward voluntary compliance from property owners, but upon failure of compliance the proposed ordinance revisions are a tool that would allow city staff to gain compliance, remedy the outstanding issue, and place the costs for correcting violations on the persons responsible for the property who ultimately bear the responsibility for maintaining the property in the first place.

Legal Authority:

S.C. Code Ann. §§ 5-7-30 and 5-7-80

Staff Recommendation:

Approve changes to the ordinances.

Placed on Agenda For:

Action

Attachments:

1. weeds and trash ordinance memo council
2. weeds and trash ordinance adoption -
3. 1412.0171 Ch. 2 Weeds ex. a
4. 1412.0171 Ch. 3 Litter and Trash ex. b.



CITY OF BEAUFORT
Community Development Department

SCOTT MARSHALL
City Manager

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CURT FREESE
Community Development
Director

February 17, 2026

To: City Council

From: Curt Freese/Ken Meola Code Enforcement

Re: Amendments to Chapter 2 Weeds, Sec. 6-2003; and Chapter 3 Litter and Trash Sec. 6-3005

Analysis:

The amendments being requested for Chapter 2 – Weeds, Sec. 6-2003 – Notice and Abatement, and Chapter 3 -Litter and Trash, Sec. 6-3005 – Notice and Abatement, are proposed to provide a more efficient and plausible means to resolve property maintenance issues within the city as they relate to overgrown lawns/weeds and trash/litter.

Currently, the City Ordinances afford abatement methods for these issues by providing the city with the ability to remedy the issues when property owners fail to do so. In each instance, the city can abate the issues and bill the property owner for the costs of the services required to bring the property into compliance regarding the violations. Upon failure of payment being rendered for those services, the current ordinance(s) allow for the city to place the cost of those services as a lien on the property in favor of the city. The issue with regard to taking this action, as currently codified, is that the lien cannot be collected until the property is sold; or if the accumulated costs are exorbitant enough, through a foreclosure process.

While there is an ability to issue summons to municipal court to a property owner for the violations, there are complications with pursuing this action. There are numerous properties in the city that have weed and trash issues with extenuating circumstances: a. The owner of record is deceased resulting in an heir's property for which there are no known responsible parties; b.) Out of state property owners for whom it is difficult to issue summons; c) Properties placed in corporations or LLC's that make identifying a responsible party difficult. As such, written notices of violations and the requirement to remedy them often go unclaimed or ignored.



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Having the city clean or clear these properties to mitigate the issues in an effort to prevent blight or health and safety issues in neighborhoods could result in the city undertaking these actions into perpetuity and at the expense of the taxpayers.

The proposed remedy is codified in the South Carolina Code of Laws, Section 5-7-80. - Ordinances relating to upkeep of property within municipality. This allows a municipality to correct the conditions to bring the property into compliance and place the costs of such service as a “...*lien about the real estate and shall be collectable in the same manner as municipal taxes.*” This allows the city to place the costs on the tax bill for the property. It would be billed and collected during the next tax billing cycle. This regulation already exists in the City Code of Ordinances for abatement of unfit houses in Chapter – 1, Article B, Section 5-1028. – Costs; lien upon property. The City has successfully utilized this in the past to collect costs for services for actions taken in that capacity.

The City would still continue to work toward voluntary compliance from property owners, but upon failure of compliance the proposed ordinance revisions are a tool that would allow city staff to gain compliance, remedy the outstanding issue, and place the costs for correcting violations on the persons responsible for the property who ultimately bear the responsibility for maintaining the property in the first place.

Recommendation: Approval attached ordinance.

Sincerely,

Curt Freese, AICP

ORDINANCE 2026/04

AN ORDINANCE TO AMEND CHAPTERS 2 AND 3 OF PART 6 OF THE CITY CODE OF ORDINANCES TO REVISE SECTIONS RELATING TO WEEDS, LITTER, TRASH, AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council of the City of Beaufort, South Carolina ("City"), is authorized under the laws of the State of South Carolina, including but not limited to S.C. Code Ann. §§ 5-7-30 and 5-7-80, to enact ordinances for the protection of the public health, safety, and general welfare; and

WHEREAS, the City Council finds that excessive weeds, unmanaged vegetation, litter, and trash accumulation constitute a public nuisance and present risks to public health, safety, and cleanliness; and

WHEREAS, the City Council desires to amend its Code of Ordinances to update regulations related to weeds, trash, litter, and construction debris, to better provide to mitigate risks to public health, safety, and cleanliness;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Beaufort South Carolina, in council duly assembled, that Part 6 of the City Code of Ordinances is hereby amended as follows:

1. By striking subsections 6-2003(a) and 6-2003(b) and replacing them with the language shown on Exhibit A, hereto. Subsection 6-2003(c) shall not be stricken and this amendment shall have no effect on the language of that subsection.
2. By adding a new section entitled "Sec. 6-3005. – Notice and abatement" as shown on Exhibit B, hereto, to immediately follow the current Sec. 6-3004.

This ordinance shall become effective April 14, 2026.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk

1st Reading _____

2nd Reading & Adoption _____

Reviewed as to form by the City Attorney, Ben Coppage.

EXHIBIT A

- (a) The council, or any officer or employee of the city designated thereby for the purpose, is hereby authorized to give notice, by personal service or United States mail (certified mail, return receipt), to the owner or occupant as the case may be, of any premises whereon grass, weeds, or other vegetation is growing, directing and requiring the occupant to trim or cut the grass, weeds or vegetation, and remove the waste material within the time frame designated by the officer or employee of the city designated to give such notice, but not exceeding a period of 30 days, after issuance of the notice.

In case any person, firm or corporation shall neglect, fail or refuse to comply with the notice, within the period of time stated therein, the city authorities upon permission of the City Manager or his designee, may remove, trim or cut the grass, weeds or vegetation, and remove the trash and waste material, and the cost thereof may be collected by the city from that person, firm or corporation.

- (b) A bill or statement for the cost(s) and penalty(s) referenced above shall be mailed, certified mail, or personally served upon the owner, occupant, firm or corporation, as the case may be, specifying that payment thereof shall be due within twenty (20) days thereof. Upon failure of the owner or occupant to remit payment of such bill or statement within the prescribed time such amount(s) shall become a lien on said property in favor of the city, such lien shall be collectable in the same manner as municipal taxes.

EXHIBIT B

Sec. 6-3005. – Notice and abatement.

- (a) The City may give notice, by personal service or United States mail (certified mail, return receipt), to the owner or occupant as the case may be, of any premises whereon trash and waste material have accumulated, directing and requiring the occupant to remove the trash and waste material, within the time frame designated by the city, but not exceeding a period of 30 days, after issuance of the notice.

In case any person, firm or corporation shall neglect, fail or refuse to comply with the notice, within the period of time stated therein, the city authorities upon permission of the City Manager or his designee, may remove the trash and waste material, and the cost thereof may be collected by the city from that person, firm or corporation.

- (b) A bill or statement for the cost(s) and penalty(s) referenced above shall be mailed, certified mail, or personally served upon the owner, occupant, firm or corporation, as the case may be, specifying that payment thereof shall be due within twenty (20) days thereof. Upon failure of the owner or occupant to remit payment of such bill or statement within the prescribed time such amount(s) shall become a lien on said property in favor of the city, such lien shall be collectable in the same manner as municipal taxes.
- (c) If the whereabouts of such person(s) are unknown and cannot be ascertained in the exercise of reasonable diligence, the city shall make an affidavit to that effect, then the serving of such complaint or notice/order upon such person(s) may be made by publishing the notice/order once each week for two (2) consecutive weeks in a newspaper printed and published in the area. The city will post the notice/order on the property one week prior to taking corrective action.

Exhibit A

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Sec. 6-2001. - Weeds declared a nuisance.

No person, firm, or corporation owning or occupying any property within the city shall permit any grass or weeds or any vegetation whatsoever, not edible or planted for some useful or ornamental purpose, to grow or remain upon the premises so as to exceed a height of six (6) inches or to throw off any unpleasant or noxious odor or to conceal any filthy deposit or vermin. Any grass, weeds or other vegetation growing upon premises in the city 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. 6-2002. - Duty of owner or occupant.

The owner of any premises, as to vacant premises or premises occupied by the owner, and the occupant thereof, in case of premises occupied by other than the owner thereof, shall remove, trim or cut all grass, weeds or other vegetation growing or remaining upon the premises, and shall remove any and all accumulation of trash or waste material remaining upon the premises.

Sec. 6-2003. - Notice and abatement.

- (a) The council, or any officer or employee of the city designated thereby for the purpose, is hereby authorized to give notice, by personal service or United States mail (certified mail, return receipt), to the owner or occupant as the case may be, of any premises whereon grass, weeds, or other vegetation is growing, ~~and where trash and waste material have accumulated,~~ directing and requiring the occupant to trim or cut the grass, weeds or vegetation, and remove the trash and waste material, within five (5) days **the time frame designated by the officer or employee of the city designated to give such notice, but not exceeding a period of 30 days**, after issuance of the notice.

In case any person, firm or corporation shall neglect, fail or refuse to comply with the notice, within the period of time stated therein, the city authorities **upon permission of the City Manager or his designee**, may remove, trim or cut the grass, weeds or vegetation, and remove the trash and waste material, and the cost thereof, ~~together with an additional penalty of ten (10) percent~~ may be collected by the city from that person, firm or corporation.

~~The decision of what action to take with regard to such premises, upon failure of the owner to comply with the order/notice, shall rest solely with the city.~~

- (b) A bill or statement for the cost(s) and penalty(s) referenced above shall be mailed, certified mail, or personally served upon the owner, occupant, firm or corporation, as the case may be, specifying that payment thereof shall be due within twenty (20) days thereof. Upon failure of the owner or occupant to remit payment of such bill or statement within the prescribed time such amount(s) shall become a lien on said property in favor of the city, ~~which lien shall be recordable upon proper instrument with the office of the Register of Mesne Conveyances.~~ **such lien shall be collectable in the same manner as municipal taxes.**

- (c) If the whereabouts of such person(s) are unknown and cannot be ascertained in the exercise of reasonable diligence, the city shall make an affidavit to that effect, then the serving of such complaint or notice/order upon such person(s) may be made by publishing the notice/order once each week for two (2) consecutive weeks in a newspaper printed and published in the area. The city will post the notice/order on the property one week prior to taking corrective action.

Exhibit B

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— 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.

Sec. 6-3005. - Notice and abatement.

- (a) ~~The council, or any officer or employee of the city designated thereby for the purpose, is hereby authorized to give notice~~The City may give notice, by personal service or United States mail (certified mail, return receipt), to the owner or occupant as the case may be, of any premises whereon trash and waste material have accumulated, directing and requiring the occupant to remove the trash and waste material, within the time frame designated by the officer or employee of the city designated to give such notice, but not exceeding a period of 30 days, after issuance of the notice.

In case any person, firm or corporation shall neglect, fail or refuse to comply with the notice, within the period of time stated therein, the city authorities upon permission of the City Manager or his designee, may remove the trash and waste material, and the cost thereof, together with an additional penalty of ten (10) percent may be collected by the city from that person, firm or corporation.

~~The decision of what action to take with regard to such premises, upon failure of the owner to comply with the order/notice, shall rest solely with the city.~~

- (b) A bill or statement for the cost(s) and penalty(s) referenced above shall be mailed, certified mail, or personally served upon the owner, occupant, firm or corporation, as

the case may be, specifying that payment thereof shall be due within twenty (20) days thereof. Upon failure of the owner or occupant to remit payment of such bill or statement within the prescribed time such amount(s) shall become a lien on said property in favor of the city, such lien shall be collectable in the same manner as municipal taxes.

(c) If the whereabouts of such person(s) are unknown and cannot be ascertained in the exercise of reasonable diligence, the city shall make an affidavit to that effect, then the serving of such complaint or notice/order upon such person(s) may be made by publishing the notice/order once each week for two (2) consecutive weeks in a newspaper printed and published in the area. The city will post the notice/order on the property one week prior to taking corrective action.

(Ord. No. O-11-21, § 2, 6-8-21)



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/03/2026
From: Scott Marshall, City Manager
Item Name: Ordinance amending Part 6 – Health and Sanitation, Chapter 6 – Single-Use Plastic Bags - First Reading
Meeting Date: March 10, 2026
Department: City Managers Office

Background Information:

Introduction:

The purpose of this agenda item is for City Council to consider an ordinance amending Part 6 – Health and Sanitation, Chapter 6 – Single-Use Plastic Bags of the City of Beaufort Code of Ordinances. The proposed amendments update the City’s existing regulations related to single-use plastics and related disposable products in order to address the increasing prevalence of thicker plastic bags marketed as “reusable” and other single-use plastic items that continue to pose environmental and infrastructure challenges.

If adopted, the ordinance would revise applicable sections of the Code to further reduce the distribution and use of certain single-use plastic products and promote the use of recyclable, compostable, or reusable alternatives.

Background:

In conjunction with Beaufort County and the other municipalities in the county, the City of Beaufort previously adopted regulations restricting the use of single-use plastic carryout bags as part of broader efforts to protect the natural environment, waterways, and public infrastructure. These regulations were intended to reduce litter, protect wildlife and marine habitats, and encourage the use of reusable bags and recyclable paper alternatives.

Since adoption of these provisions, retailers and suppliers have increasingly distributed thicker plastic bags marketed as “reusable.” While technically different from traditional single-use bags, these products are often used only once and ultimately contribute to the same environmental concerns.

Plastic bags and similar materials present several operational and environmental challenges,

including:

- Interference with recycling systems by clogging sorting equipment and damaging machinery;
- Increased litter in streets, marshlands, waterways, and beaches;
- Negative impacts on wildlife and marine ecosystems; and
- Additional burdens on landfill capacity and stormwater infrastructure.

In addition to plastic bags, disposable plastic products such as polystyrene foam containers, plastic straws, and plastic utensils have become more prevalent in the waste stream. These materials are difficult to recycle and frequently contribute to environmental degradation in coastal communities.

The proposed ordinance amendments are being proposed at the request of Beaufort County and are intended to strengthen existing regulations and encourage the use of recyclable or compostable alternatives while supporting the County and the City's broader environmental stewardship goals.

Legal Authority:

The City of Beaufort has authority to regulate matters affecting public health, safety, and welfare pursuant to the South Carolina Home Rule Act, including S.C. Code Ann. § 5-7-30, which grants municipalities broad powers to enact ordinances necessary for the protection of public health, safety, and welfare.

Additionally, municipalities may adopt environmental and sanitation regulations governing solid waste management, litter control, and the protection of local infrastructure and waterways within their jurisdiction.

The proposed ordinance amends provisions of the City of Beaufort Code of Ordinances, Part 6 – Health and Sanitation, Chapter 6 – Single-Use Plastic Bags, consistent with the City's police powers and environmental protection objectives.

Staff Recommendation:

Staff recommends that City Council approve the proposed ordinance amending Part 6 – Health and Sanitation, Chapter 6 – Single-Use Plastic Bags, as presented.

The amendments will strengthen the City's existing regulatory framework, reduce environmental impacts associated with single-use plastics, and promote the use of reusable, recyclable, or compostable alternatives. The ordinance includes an eight-month implementation period to allow affected businesses sufficient time to transition to compliant materials.

Placed on Agenda For:

Action

Attachments:

1. CITY OF BEAUFORT ORDINANCE 2026_Plastics
2. EXHIBIT A - CHAPTER_6.____SINGLE_USE_PLASTIC_BAGS_CLEAN AMENDED
VERSION
3. CHAPTER_6.____SINGLE_USE_PLASTIC_BAGS_REDLINE VERSION

CITY OF BEAUFORT ORDINANCE 2026/05

AN ORDINANCE AMENDING THE CITY OF BEAUFORT CODE OF ORDINANCES, PART 6 – HEALTH AND SANITATION, CHAPTER 6 – SINGLE-USE PLASTIC BAGS; SPECIFICALLY AMENDING SECTIONS RELATING TO PURPOSE AND INTENT, DEFINITIONS, REGULATIONS, EXEMPTIONS, AND EFFECTIVE DATE

WHEREAS, Part 6 – Health and Sanitation, Chapter 6 – Single-Use Plastic Bags of the City of Beaufort Code of Ordinances was adopted for the purpose of improving the environment of the City by encouraging the use of reusable checkout bags and recyclable paper carryout bags and restricting the use of single-use plastic bags for retail checkout of purchased goods; and

WHEREAS, since the adoption of these regulations, thicker plastic bags marketed as “reusable” have become prevalent and, similar to single-use plastic bags, contribute to degradation of the environment and critical infrastructure; and

WHEREAS, plastic carryout bags distributed by food or grocery establishments, food providers, retailers, stores, shops, sellers, vendors, and other merchants to customers and used for carrying, transporting, or storing purchased goods or products have a detrimental effect on the environment of the City of Beaufort and the State of South Carolina; and

WHEREAS, plastic carryout bags placed into curbside recycling bins used throughout the City hinder the recycling process by impeding sorting and packaging operations and damaging recycling machinery; and

WHEREAS, plastic carryout bags that are discarded contribute to overburdened landfills and stormwater infrastructure, threaten wildlife and marine life, and degrade and litter roadways, waterways, marshlands, and other natural landscapes within the City of Beaufort and the South Carolina coast; and

WHEREAS, regulating the use of polystyrene/plastic foam products, plastic straws, and plastic utensils and encouraging the use of recyclable or compostable materials will further protect the City’s infrastructure, waterways, and natural landscapes; and

WHEREAS, the City Council of Beaufort wishes to reduce the prevalence and use of single-use plastics and polystyrene/plastic foam products throughout the City and finds that it is in the best interest of the citizens and residents of Beaufort, human health, the environment, critical infrastructure, and marine life to eliminate plastic carryout bags and polystyrene/plastic foam disposable food service ware and to reduce and limit the use of plastic straws and plastic utensils.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUFORT, SOUTH CAROLINA THAT:

1. Part 6 – Health and Sanitation, Chapter 6 – Single-Use Plastic Bags, of the City of Beaufort Code of Ordinances is hereby amended to reflect the language as depicted in Exhibit A, attached hereto and incorporated herein by reference.
2. This ordinance shall take effect no sooner than eight (8) months after adoption by City Council, allowing sufficient time for businesses and affected entities to transition to compliant materials.

Adopted and approved on this ____ day of _____, 2026.

Philip E. Cromer, Mayor

ATTEST:

Traci Guldner, City Clerk

First Reading : _____

Second Reading: _____

CHAPTER 6. PLASTIC BAGS, STRAWS, CUTLERY, AND EXPANDED POLYSTYRENE FOAM PRODUCTS

Sec. 6-6001. Purpose and intent.

This chapter is adopted to improve the quality of the environment of the city and prolong the life-span of certain infrastructure by eliminating the use of plastic carryout bags for distribution and use by prepared food or grocery establishments, prepared food providers, retailer stores, shops, vendors, sellers, and other merchants for their customers to carry, transport or store purchased goods or products; eliminating the distribution of expanded polystyrene foam to-go containers and cups; and limiting the distribution of plastic straws and plastic cutlery. Business establishments are encouraged to have reusable bags available for sale, and to provide recyclable paper carryout bags to customers. This chapter does not impose a tax or fee on the use of plastic products.

(Ord. No. O-02-18, 1-23-18)

Sec. 6-6002. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business establishment shall mean any prepared food or grocery establishment, prepared food provider, retail or commercial enterprise that provides plastic carryout bags, disposable food service ware (including but not limited to plastic straws or cutlery), or expanded polystyrene foam products (including but not limited to to-go containers or cups) to its customers through its employees, agents or independent contractors associated with the business. The term includes, but is not limited to, restaurants, food trucks, convenience stores, grocery stores, retail stores, shops, warehouses, vendors, sellers, merchants or any other entity that sells goods and products that use and distribute plastic carryout bags, disposable food service ware, or expanded polystyrene foam products to their customers to be used on the business' premises or to carry, transport, store or be used with purchased goods or products purchased from the business establishment.

Customer shall mean a person who purchases or is provided merchandise from a business establishment.

Disposable Food Service Ware. (Interchangeable with "to-go containers") Any product, including but not limited to bowls, containers, clamshell containers, cartons, cups, cutlery, napkins, plates, straws, stirrers, trays, and other items designed for one-time use associated with prepared foods, including without limitation, service ware for to-go foods and/or food from partially consumed meals prepared by food providers.

Expanded polystyrene foam (EPF). A blown, expanded, and extruded polystyrene (often referred to as the branded Styrofoam) or other plastic foam processed by multiple techniques into consumer products. Examples of products generally include, but are not limited to, bowls, cups, clamshell containers, and food packaging trays.

Plastic carryout bag. A bag provided by a business establishment to a customer typically at the point of sale, for a one-time use to transport purchases, which is predominantly made of plastic derived from either petroleum or a biologically based source, including compostable and biodegradable bags, but excluding reusable carryout bags.

Recyclable. Any material that is accepted by the Beaufort County recycling program, including, but not limited to, paper, glass, aluminum, cardboard, and plastic bottles, jars, and tubs. This also means any approved alternative products which are accepted by the county recycling centers.

Reusable carryout bag shall mean a carryout bag that is specifically designed and manufactured for multiple reuses, and meets the following criteria:

- (1) Displays in a highly visible manner on the bag exterior, language describing the bag's ability to be reused and recycled;
- (2) Has handles which are stitched and not heat-fused; and
- (3) Is constructed out of any of the following materials:
cloth, other washable fabric, or other durable materials, whether woven or non-woven, capable of being cleaned and disinfected; and
- (4) Has a minimum lifetime of 125 uses, which, for purposes of this section means the capability of carrying a minimum of 22 pounds 125 times over a distance of at least 175 feet.

(Ord. No. O-02-18, 1-23-18)

Sec. 6-6003. Regulations.

- (a) No person or business establishment may provide plastic carryout bags or EFP disposable food service ware at any city facility, city-sponsored event, or any event held on city property.
- (b) No business establishment conducting business within the city limits may provide plastic carryout bags or EFP disposable food service ware to its customers. All business establishments conducting business shall provide or make available to a customer in the City of Beaufort reusable carryout bags or recyclable paper bags.
- (c) Business establishments within the City of Beaufort shall only provide, distribute, or deliver plastic straws and plastic cutlery for prepared food upon the request or affirmative response of a customer or person being provided the prepared food or beverage, or in a self-service area or dispenser.
- (d) No business establishment within Beaufort County can sell, rent, or provide any EPF products to its customers, except as exempted in this Ordinance.

(Ord. No. O-02-18, 1-23-18)

Sec. 6-6004. Exemptions.

This chapter shall not apply to:

- (a) Laundry dry cleaning bags, door-hanger bags, newspaper bags, or packages of multiple bags intended for use as garbage, pet waste, or yard waste;
- (b) Bags provided by pharmacists, physicians, dentists, or veterinarians to contain prescription drugs or other medical products;
- (c) Bags used by a customer inside a business establishment to:
 - (1) Contain bulk items, such as produce, nuts, grains, candy, or small hardware items;
 - (2) Contain or wrap frozen foods, meat, or fish, whether or not prepackaged;
 - (3) Contain or wrap flowers, potted plants or other items to prevent moisture damage to other purchases; or
 - (4) Contain unwrapped prepared foods or bakery goods; and
- (d) Bags of any type that the customer brings to the store for their own use for carrying away from the store goods that are not placed in a bag provided by the store.

- (e) Packaging trays made from EPF, which are used to contain unprepared foods such as meats, produce, and dairy products;
- (f) Products made of EPF which are wholly encapsulated or encased by a more durable material, including but not limited to surfboards, boats, and life preservers;
- (g) Any products purchased, prepared, or packaged outside Beaufort County that are delivered to or sold in the county;
- (h) Any organization providing emergency services during a declared state of emergency or an emergency situation where the immediate preservation of the public peace, health, or safety is involved;
- (i) Bags used by 501(c)(3) organizations associated with schools, religious groups, and humanitarian organizations to distribute food, grocery products, clothing, or other household items;
- (j) Unprepared meat and seafood trays and egg cartons;
- (k) Items used for ready-to-eat foods by food and grocery establishments that are predominantly made of paper, including: wax paper products, paper products with plastic inserts/sections, and paper cups and bowls that are lined with plastic;
- (l) Construction products made from EPF if the products are used in compliance with the Beaufort County Building Codes and used in a manner preventing the EPF from being released into the environment;
- (m) Plastic straws and plastic cutlery (i.e., forks, spoons, knives);
- (n) Any packaging used by a food or grocery establishment that is required to comply with South Carolina Department of Agriculture Retail Food Establishments Regulation 61-25 and similar food safety regulations, or are required to comply with any federal food safety laws and regulations, shall be exempt from the provisions of this Ordinance.

(Ord. No. O-02-18, 1-23-18)

Sec. 6-6005. Penalties.

- (a) Any business establishment that violates or fails to comply with any of the provisions of this chapter after a written warning notice has been issued for that violation shall be deemed guilty of a misdemeanor. The penalty shall not exceed one hundred dollars (\$100.00) for a first violation; two hundred dollars (\$200.00) for a second violation within any twelve-month period; and five hundred dollars (\$500.00) for each additional violation within any twelve-month period. Each day that a violation continues will constitute a separate offense.
- (b) In addition to the penalties set forth in this section, repeated violations of this chapter by a person who owns, manages, operates, is a business agent of, or otherwise controls a business establishment may result in the suspension or revocation of the business license issued to the premises on which the violations occurred. No business license shall be issued or renewed until all fines outstanding against the applicant for violations of this chapter are paid in full.
- (c) Violation of this chapter is hereby declared to be a public nuisance, which may be abated by the city by restraining order, preliminary and permanent injunction, or other means provided for by law, and the city may take action to recover the costs of the nuisance abatement.

(Ord. No. O-02-18, 1-23-18)

Sec. 6-6006. Effective date and review.

The amended provisions of this chapter shall take effect eight (8) months from the date city council adopts the amendments to this chapter provided that the same or a substantially similar ordinance has been adopted by every municipality in Beaufort County. If the same or substantially similar ordinance has not been adopted by every municipality in Beaufort County on the date city council adopts this chapter, then this chapter shall take effect on the date the last municipality does adopt such a chapter.

(Ord. No. O-02-18, 1-23-18)

CHAPTER 6. SINGLE-USE PLASTIC BAGS, STRAWS, CUTLERY, AND EXPANDED POLYSTYRENE FOAM PRODUCTS

Sec. 6-6001. Purpose and intent.

This chapter is adopted to improve the quality of the environment of the city ~~by encouraging the use of reusable checkout bags and recyclable paper~~ prolong the life-span of certain infrastructure by eliminating the use of plastic carryout bags for distribution and ~~banning the use of single-use plastic bags for retail checkout of~~ prepared food or grocery establishments, prepared food providers, retailer stores, shops, vendors, sellers, and other merchants for their customers to carry, transport or store purchased goods ~~or products; eliminating the distribution of expanded polystyrene foam to-go containers and cups; and limiting the distribution of plastic straws and plastic cutlery.~~ Business establishments are encouraged to ~~make have~~ reusable bags available for sale, and to make provide recyclable paper carryout bags ~~available for distribution and to continue offering bins for all recyclable products including but not limited to plastic products to customers.~~ This chapter does not impose a tax or fee on the use of plastic products ~~of any kind including but not limited to single use plastic bags.~~

(Ord. No. O-02-18, 1-23-18)

Sec. 6-6002. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business establishment shall mean any prepared food or grocery establishment, prepared food provider, retail or commercial enterprise that provides plastic carryout bags, disposable food service ware (including but not limited to plastic straws or cutlery), or expanded polystyrene foam products (including but not limited to to-go containers or cups) to its customers through its employees, agents or independent contractors associated with the business. The term includes ~~sole proprietorships, joint ventures, partnerships, corporations,~~ but is not limited to, restaurants, food trucks, convenience stores, grocery stores, retail stores, shops, warehouses, vendors, sellers, merchants or any other legal entity, whether for profit or not for profit, that sells goods and products that use and distribute plastic carryout bags, disposable food service ware, or expanded polystyrene foam products to their customers to be used on the business' premises or to carry, transport, store or be used with purchased goods or products purchased from the business establishment.

Customer shall mean a person who purchases or is provided merchandise from a business establishment.

Disposable Food Service Ware. (Interchangeable with "to-go containers") Any product, including but not limited to bowls, containers, clamshell containers, cartons, cups, cutlery, napkins, plates, straws, stirrers, trays, and other items designed for one-time use associated with prepared foods, including without limitation, service ware for to-go foods and/or food from partially consumed meals prepared by food providers.

Expanded polystyrene foam (EPF). A blown, expanded, and extruded polystyrene (often referred to as the branded Styrofoam) or other plastic foam processed by multiple techniques into consumer products. Examples of products generally include, but are not limited to, bowls, cups, clamshell containers, and food packaging trays.

Plastic carryout bag. A bag provided by a business establishment to a customer typically at the point of sale, for a one-time use to transport purchases, which is predominantly made of plastic derived from either petroleum or a biologically based source, including compostable and biodegradable bags, but excluding reusable carryout bags.

Recyclable. Any material that is accepted by the Beaufort County recycling program, including, but not limited to, paper, glass, aluminum, cardboard, and plastic bottles, jars, and tubs. This also means any approved alternative products which are accepted by the county recycling centers.

Reusable carryout bag shall mean a carryout bag that is specifically designed and manufactured for multiple reuse, and meets the following criteria:

- (1) Displays in a highly visible manner on the bag exterior, language describing the bag's ability to be reused and recycled;
- (2) Has ~~a handle; except that~~ handles ~~which are not required for carryout bags constructed out of recyclable paper with a height of less than fourteen (14) inches~~ stitched and ~~width of less than eight (8) inches~~ not heat-fused; and
- (3) Is constructed out of any of the following materials:
 - a. ~~Cloth~~ cloth, other washable fabric, or other durable materials, whether woven or non-woven; ~~or,~~ capable of being cleaned and disinfected; and
 - b. ~~Recyclable plastic, with a minimum thickness of 2.25 mils;~~

Single-use plastic carryout bag shall mean a bag provided by a business establishment to a customer typically at the point of sale for the purpose of transporting purchases, which is made predominantly of plastic derived from either petroleum or a biologically-based source. "Single-use plastic carryout bag" includes compostable and biodegradable bags, but does not include reusable carryout bags.

- (4) Has a minimum lifetime of 125 uses, which, for purposes of this section means the capability of carrying a minimum of 22 pounds 125 times over a distance of at least 175 feet.

(Ord. No. O-02-18, 1-23-18)

Sec. 6-6003. Regulations.

- (a) No person or business establishment may provide single-use plastic carryout bags or EPF disposable food service ware at any city facility, city-sponsored event, or any event held on city property.
- (b) No business establishment conducting business within the ~~incorporated~~ city limits may provide single-use plastic carryout bags or EPF disposable food service ware to its customers.
- (c) ~~Business~~ All business establishments ~~within the city limits are strongly encouraged to~~ conducting business shall provide prominently displayed signage advising customers or make available to a customer in the City of the benefit of reducing, reusing and recycling and promoting the use of Beaufort reusable carryout bags and/or recyclable paper carryout bags by customers.
- (d) No business establishment within Beaufort County can sell, rent, or provide any EPF products to its customers, except as exempted in this Ordinance.

(Ord. No. O-02-18, 1-23-18)

Sec. 6-6004. Exemptions.

This chapter shall not apply to:

- (a) Laundry dry cleaning bags, door-hanger bags, newspaper bags, or packages of multiple bags intended for use as garbage, pet waste, or yard waste;
- (b) Bags provided by pharmacists, physicians, dentists, or veterinarians to contain prescription drugs or other medical ~~necessities~~products;
- (c) Bags used by a customer inside a business establishment to:
 - (1) Contain bulk items, such as produce, nuts, grains, candy, or small hardware items;
 - (2) Contain or wrap frozen foods, meat, or fish, whether or not prepackaged;
 - (3) Contain or wrap flowers, potted plants or other items to prevent moisture damage to other purchases; or
 - (4) Contain unwrapped prepared foods or bakery goods; and
- (d) Bags of any type that the customer bringbrings to the store for their own use for carrying away from the store goods that are not placed in a bag provided by the store.
- (e) Packaging trays made from EPF, which are used to contain unprepared foods such as meats, produce, and dairy products;
- (f) Products made of EPF which are wholly encapsulated or encased by a more durable material, including but not limited to surfboards, boats, and life preservers;
- (g) Any products purchased, prepared, or packaged outside Beaufort County that are delivered to or sold in the county;
- (h) Any organization providing emergency services during a declared state of emergency or an emergency situation where the immediate preservation of the public peace, health, or safety is involved;
- (i) Bags used by 501(c)(3) organizations associated with schools, religious groups, and humanitarian organizations to distribute food, grocery products, clothing, or other household items;
- (j) Unprepared meat and seafood trays and egg cartons;
- (k) Items used for ready-to-eat foods by food and grocery establishments that are predominantly made of paper, including: wax paper products, paper products with plastic inserts/sections, and paper cups and bowls that are lined with plastic;
- (l) Construction products made from EPF if the products are used in compliance with the Beaufort County Building Codes and used in a manner preventing the EPF from being released into the environment;
- (m) Plastic straws and plastic cutlery (i.e., forks, spoons, knives);
- (n) Any packaging used by a food or grocery establishment that is required to comply with South Carolina Department of Agriculture Retail Food Establishments Regulation 61-25 and similar food safety regulations, or are required to comply with any federal food safety laws and regulations, shall be exempt from the provisions of this Ordinance.

(Ord. No. O-02-18, 1-23-18)

Sec. 6-6005. Penalties.

- (a) Any business establishment that violates or fails to comply with any of the provisions of this chapter after a written warning notice has been issued for that violation shall be deemed guilty of a misdemeanor. The penalty shall not exceed one hundred dollars (\$100.00) for a first violation; two hundred dollars (\$200.00) for a second violation within any twelve-month period; and five hundred dollars (\$500.00) for each additional violation within any twelve-month period. Each day that a violation continues will constitute a separate offense.
- (b) In addition to the penalties set forth in this section, repeated violations of this chapter by a person who owns, manages, operates, is a business agent of, or otherwise controls a business establishment may result in the suspension or revocation of the business license issued to the premises on which the violations occurred. No business license shall be issued or renewed until all fines outstanding against the applicant for violations of this chapter are paid in full.
- (c) Violation of this chapter is hereby declared to be a public nuisance, which may be abated by the city by restraining order, preliminary and permanent injunction, or other means provided for by law, and the city may take action to recover the costs of the nuisance abatement.

(Ord. No. O-02-18, 1-23-18)

Sec. 6-6006. Effective date and review.

~~(a) —~~ The amended provisions of this chapter shall take effect eight (8) months from the date city council ~~enacts~~adopts the amendments to this chapter provided that the same or a substantially similar ordinance has been adopted by every municipality in Beaufort County. If the same or substantially similar ordinance has not been adopted by every municipality in Beaufort County on the date city council adopts this chapter, then this chapter shall take effect on the date the last municipality does adopt such ~~ana~~ chapter.

~~(b) — Provided this chapter takes effect, the city will implement a program to evaluate the success of this chapter by soliciting input, including statistical data, from all parties and organizations with an interest in this legislation. City council will review the evaluation three (3) years from the date this chapter goes into effect.~~

(Ord. No. O-02-18, 1-23-18)



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/03/2026
From: Scott Marshall, City Manager
Item Name: An Ordinance Authorizing the City Manager to Execute a Purchase and Sale Agreement Between the City of Beaufort, South Carolina, and Clarendon Farms, L.L.C., for the Sale of Approximately 31.79 Acres Located at 90 Schork Road (Tax Parcel R120 020 000 0269 0000); and Other Matters Related Thereto - First Reading
Meeting Date: March 10, 2026
Department: City Managers Office

Background Information:

Introduction:

City Council is asked to consider first reading of an Ordinance authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Beaufort and Clarendon Farms, L.L.C. for the sale of approximately 31.79 acres located at 90 Schork Road (Tax Parcel R120 020 000 0269 0000) for the purchase price of \$2,271,600.

The Purchase and Sale Agreement is attached as Exhibit A to the Ordinance.

Background:

The subject property consists of approximately 31.79 acres owned by the City and located at 90 Schork Road in Beaufort County.

Following discussions regarding the long-term disposition of this parcel, the City negotiated a Purchase and Sale Agreement with Clarendon Farms, L.L.C. The agreement provides for:

- A purchase price of **\$2,271,600**
- An earnest money deposit of **\$65,000**
- A 45-day inspection period (with a potential 15-day extension)

- Standard due diligence rights for title review, survey, and environmental inspection
- Closing 15 days after expiration of the inspection period
- Allocation of closing costs consistent with customary commercial practice
- Limited remedies in the event of default

The property will be conveyed by Limited Warranty Deed and sold in “as-is, where-is” condition, subject to permitted exceptions.

The agreement also includes a License Agreement permitting use of a designated portion of the property as a borrower pit, as further described in the attached exhibit.

If approved, closing will occur following completion of the inspection period and satisfaction of all conditions precedent outlined in the agreement.

Legal Authority:

Pursuant to:

- **Article VIII, Section 15 of the South Carolina Constitution,**
- **South Carolina Code of Laws § 5-7-40,** and
- Other applicable provisions of Title 5, Chapter 7 of the South Carolina Code,

municipalities are authorized to acquire and dispose of real property by ordinance duly adopted by City Council.

Approval of the Purchase and Sale Agreement and authorization for execution of related closing documents must therefore be accomplished by ordinance.

Staff Recommendation:

Staff recommends approval of the Ordinance on first reading authorizing the City Manager to execute the Purchase and Sale Agreement between the City of Beaufort and Clarendon Farms, L.L.C., attached as Exhibit A.

Placed on Agenda For:

Action

Attachments:

1. Ordinance approving sale of Commerce Park Parcel
2. Exhibit "A" - Purchase and Sale Agreement Clarendon Farms City of Beaufort
3. One Pager re PSA for 90 Schork Road
4. Explanation of Borrow Pit Provision
5. Beaufort Commerce Park Appraisal 08.07.25 - Marshland Appraisals

ORDINANCE NO. 2026/06

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF BEAUFORT, SOUTH CAROLINA, AND CLARENDON FARMS, L.L.C., FOR THE SALE OF APPROXIMATELY 31.79 ACRES LOCATED AT 90 SCHORK ROAD (TAX PARCEL R120 020 000 0269 0000); AND OTHER MATTERS RELATED THERETO.

WHEREAS, The City of Beaufort, South Carolina (the “City”), is the owner of certain real property consisting of approximately 31.79 acres located at 90 Schork Road, Beaufort County, South Carolina, identified as Beaufort County Tax Parcel No. R120 020 000 0269 0000 (the “Property”); and

WHEREAS, The City has negotiated a Purchase and Sale Agreement with Clarendon Farms, L.L.C., a South Carolina limited liability company (“Purchaser”), providing for the sale of the Property for the purchase price of Two Million Two Hundred Seventy-One Thousand Six Hundred and 00/100 Dollars (\$2,271,600.00), subject to the terms and conditions set forth therein; and

WHEREAS, The proposed Purchase and Sale Agreement establishes, among other things, an inspection period, closing procedures, representations and warranties, allocation of closing costs, and default remedies; and

WHEREAS, City Council finds that the sale of the Property pursuant to the Purchase and Sale Agreement is in the best interest of the City and its citizens and serves a valid public purpose; and

WHEREAS, Pursuant to the South Carolina Constitution and applicable provisions of the South Carolina Code of Laws, including but not limited to Title 5, Chapter 7, municipalities are authorized to dispose of real property by ordinance duly adopted by City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled:

Section 1. Approval of Agreement.

The Purchase and Sale Agreement between the City of Beaufort and Clarendon Farms, L.L.C., attached hereto and incorporated herein as **Exhibit A**, is hereby approved in substantially the form presented to Council.

Section 2. Authorization to Execute.

The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement and all related documents necessary to consummate the transaction contemplated therein.

The City Manager is further authorized to make non-substantive modifications to the Purchase and Sale Agreement and related closing documents, consistent with the intent of this Ordinance, as may be approved by the City Attorney.

Section 3. Public Purpose.

City Council hereby determines that the sale of the Property pursuant to the terms of the Purchase and Sale Agreement serves a valid municipal and public purpose and is in the best interest of the City.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date.

This Ordinance shall become effective upon second and final reading and approval by City Council.

Adopted and approved on first reading this ____ day of _____, 2026.

Adopted and approved on second and final reading this ____ day of _____, 2026.

CITY OF BEAUFORT, SOUTH CAROLINA

Philip E. Cromer, Mayor

ATTEST:

Traci Guldner, City Clerk

Reviewed as to form by Benjamin T. Coppage, City Attorney, on March 3, 2026

PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF BEAUFORT, SOUTH CAROLINA
AS SELLER
AND
CLARENDON FARMS, L.L.C.
A SOUTH CAROLINA LIMITED LIABILITY COMPANY,
AS PURCHASER
AS OF MARCH____, 2026

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made as of March ____, 2026 (the “**Effective Date**”), by and between The City of Beaufort, South Carolina (“**Seller**”), and Clarendon Farms, L.L.C., a South Carolina limited liability company (“**Purchaser**”).

ARTICLE I. **PURCHASE AND SALE**

1.1. Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey and Purchaser agrees to purchase that certain parcel of real property comprised of approximately 31.79 acres of land and identified as Tax Parcel No. R120 020 000 0269 0000 located in Beaufort County, South Carolina (the “**Grantor Parcel**”), being commonly known as 90 Schork Road, Beaufort, South Carolina and generally depicted and/or described on Exhibit A attached hereto and made a part hereof (the “**Land**”), together with all improvements thereon (collectively, the “**Improvements**”), if any, and all and singular the rights and appurtenances pertaining to such property, including any easements appurtenant or in gross, any right, title and interest of Seller (if any) in and to adjacent streets, alleys or rights-of-way (collectively, the “**Appurtenances**”) and any “**Entitlements**,” if any, as defined below (the Land, Improvements, Appurtenances and Entitlements being herein referred to collectively as the “**Property**”). “**Entitlements**” shall mean, to the extent transferable or assignable, (a) any impact fee credits with, or impact fee payments previously made to, any county or municipality in which the Land is located arising from any construction of improvements, or dedication or contribution of property, by Seller, or its predecessor in title or interest (from which Seller is entitled to receive the benefit), related to the Land, (b) any development rights, allocations of development density or other similar rights allocated to or attributable to the Land and (c) any utility capacity allocated to or attributable to the Land whether the matters described in the preceding clauses (a), (b) and (c) arise under or pursuant to governmental requirements, administrative or formal action by governmental authorities, or agreement with governmental authorities or third parties.

1.2. Permitted Exceptions. The Property shall be conveyed subject to the matters which are, or are deemed to be, Permitted Exceptions pursuant to Article II hereof (herein referred to collectively as the “**Permitted Exceptions**”).

1.3. Purchase Price. Seller is to sell and Purchaser is to purchase the Property for **Two Million Two Hundred Seventy-one Thousand Six Hundred and 00/100 Dollars (\$2,271,600.00)** (the “**Purchase Price**”).

1.4. Payment of Purchase Price. The Purchase Price, as increased or decreased by prorations and adjustments as herein provided, shall be payable in full at Closing in cash by wire transfer of immediately available federal funds to Escrow Agent (as hereinafter defined) to be disbursed in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event that Seller advises Purchaser that Seller is a “Foreign Person” (as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, hereinafter called the “**Code**”), or in the event that Seller fails or refuses to deliver the certificate

and affidavit of non-foreign status described in Section 4.2(d) of this Agreement, or in the event that Purchaser receives notice from any Seller-transferor's agent or Buyer-transferee's agent (as each of such terms are defined in the Code), or Purchaser has actual knowledge that, such certificate and affidavit is false, Purchaser shall deduct and withhold from the cash portion of the Purchase Price a tax equal to ten percent (10%) of the Purchase Price, as required by Section 1445 of the Code. Purchaser shall remit such amount to, and file the required form with, the Internal Revenue Service, and Purchaser shall receive a credit against the cash portion of the Purchase Price for the amount so withheld. Furthermore, in the event Seller fails to deliver a Seller's Affidavit pursuant to the South Carolina Non-Resident Real Estate Withholding Statute (§ 12-8-580, the "**State Withholding Statute**") and the regulations promulgated thereunder, Purchaser shall deduct and withhold from the cash portion of the Purchase Price a tax equal to seven percent (7%) of the amount realized by Seller, as required by the State Withholding Statute. Purchaser shall remit such amount to, and file the required I-290 State form with, the S.C. Department of Revenue, and Purchaser shall receive a credit against the cash portion of the Purchase Price for the amount so withheld.

1.5. Earnest Money. Simultaneously with the execution and delivery of this Agreement, Purchaser is depositing with the Escrow Agent (hereinafter defined), the sum of **Sixty-five Thousand and No/100 Dollars (\$65,000.00)** (the "**Earnest Money**") in good funds, either by certified bank or cashier's check or by federal wire transfer. The Escrow Agent shall hold the Earnest Money in a non-interest-bearing IOLTA account. This Agreement shall serve as escrow instructions, and Escrow Agent may attach to this Agreement one of Escrow Agent's printed forms of conditions of acceptance of escrow; provided, however, that if any inconsistency between conditions of acceptance and this Agreement exists, this Agreement shall prevail.

1.6. Seller's Deliveries. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser, if not previously delivered, the following documents and information with respect to the Property:

(a) All surveys, plans and specifications, environmental, engineering and mechanical data relating to the Property, and reports such as soils reports and environmental audits, which are in Seller's possession or which Seller can obtain with reasonable effort;

(b) All real property and other ad valorem tax bills, assessments and appeals regarding the Property for the three-year period preceding the date of this Agreement;

(c) True, correct and complete copies of all documents and correspondence relating to the Entitlements, if any, to the extent in Seller's possession; and

(d) A copy of any policy of title insurance previously issued in favor of Seller, together with copies of all instruments referenced therein.

ARTICLE II. **TITLE AND SURVEY**

2.1. Title Examination; Commitment for Title Insurance. During the Inspection Period (defined in Section 3.1 hereof), Purchaser shall be entitled to examine title to the

Property. In the event that Purchaser so elects, Purchaser shall obtain from a nationally recognized title insurance company (the "**Title Company**") at Purchaser's expense, an ALTA title insurance commitment (the "**Title Commitment**") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue at Closing an Owner's Policy of Title Insurance in the full amount of the Purchase Price pursuant to Section 2.4 hereof. Purchaser shall instruct the Title Company to deliver to Purchaser, Seller and the surveyor described in Section 2.2 below copies of the Title Commitment and copies of all instruments referenced in Schedule B and Schedule C thereof.

2.2. Survey. During the Inspection Period, Purchaser may, at Purchaser's election and expense, employ a reputable surveyor or surveying firm, licensed by the State of South Carolina, to survey the Property and prepare and deliver to Purchaser, the Title Company and Seller an ALTA/ACSM survey thereof (the "**Survey**") reflecting the total acreage of the Property, the location of recorded easements and encroachments, if any, located thereon and all other matters of record with respect thereto.

2.3. Title Objections; Cure of Title Objections. Purchaser shall have until the expiration of the Inspection Period to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment or the Survey. Any item contained in the Title Commitment or any matter shown on the Survey to which Purchaser does not object prior to the end of the Inspection Period shall be deemed a Permitted Exception. In the event Purchaser shall notify Seller of objections to title or to matters shown on the Survey prior to the expiration of the Inspection Period, Seller shall have the right, but not the obligation (except as to Monetary Objections, as defined below), to cure such objections. Within ten (10) days after receipt of Purchaser's notice of objections, Seller shall notify Purchaser in writing whether Seller elects to attempt to cure such objections. If Seller elects to attempt to cure, and provided that Purchaser shall not have terminated this Agreement in accordance with Section 3.2 hereof, Seller shall have until the Closing Date, as defined in Section 4.1 herein, to attempt to remove, satisfy or cure the same and for this purpose Seller shall be entitled to a reasonable adjournment of the Closing if additional time is required, but in no event shall the adjournment exceed thirty (30) days after the Closing Date. If Seller elects not to cure any objections specified in Purchaser's notice (other than the Monetary Objections), or if Seller is unable to effect a cure prior to the Closing (or any date to which the Closing has been adjourned), Purchaser shall have the following options: (i) to accept a conveyance of the Property subject to the Permitted Exceptions, specifically including any matter objected to by Purchaser which Seller is unwilling or unable to cure (other than the Monetary Objections), and without reduction of the Purchase Price; (ii) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate and the Earnest Money shall be returned to Purchaser, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement, or (iii) to negotiate for a period not to exceed ten (10) business days for a reduction in the Purchase Price and accepting a conveyance of the Property subject to the Permitted Exceptions, specifically including any matter objected to by Purchaser which Seller is unwilling or unable to cure (other than the Monetary Objections). If Seller notifies Purchaser that Seller does not intend to attempt to cure any title objection (other than the Monetary Objections), or if, having commenced attempts to cure any objection, Seller later notifies Purchaser that Seller will be unable to effect a cure thereof (other than the Monetary

Objections), Purchaser shall, within five (5) business days after such notice has been given, notify Seller in writing whether Purchaser shall elect to accept the conveyance under clause (i) or to terminate this Agreement under clause (ii) of this Section 2.3. For purposes of this Agreement, “**Monetary Objections**” shall mean (a) any mortgage, deed to secure debt, deed of trust, security interest or similar security instrument entered into by Seller or encumbering all or any part of the Property, (b) the lien of ad valorem real property taxes, assessments and governmental charges affecting all or any portion of the Property which are delinquent, (c) any judgment of record against Seller in the county or other applicable jurisdiction in which the Property is located, (d) any mechanics or materialmen’s liens (or notice of claim thereof) encumbering the Property arising by, through or under Seller, and (e) matters first appearing of record after the date of this Agreement. All Monetary Obligations not cured prior to Closing shall be cured at Closing out of the proceeds of the Purchase Price.

2.4. Conveyance of Title. At Closing, Seller shall convey and transfer to Purchaser such title to the Property as will enable the Title Company to issue to Purchaser, at Purchaser’s expense, an ALTA Owner’s Policy of Title Insurance (the “**Title Policy**”) covering the Property, in the full amount of the Purchase Price and without any exceptions to coverage other than the Permitted Exceptions.

2.5. Pre-Closing “Gap” Title Defects. Whether or not Purchaser shall have furnished to Seller any notice of title objections pursuant to the foregoing provisions of this Agreement, Purchaser may, at or prior to Closing, notify Seller in writing of any objections to title first raised by the Title Company or the Surveyor and first arising between (a) the date which is the earlier of (i) the effective date of Purchaser’s Title Commitment referred to above or (ii) the expiration of the Inspection Period, and (b) the date on which the transaction contemplated herein is scheduled to close. With respect to any objections to title set forth in such notice, Seller shall have the same option to cure and Purchaser shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of objections made by Purchaser before the expiration of the Inspection Period. If Seller elects to attempt to cure any such matters, the date for Closing shall be automatically extended by a reasonable additional time to effect such a cure, but in no event shall the extension exceed thirty (30) days after the date for Closing set forth in Section 4.1 hereof.

ARTICLE III. **INSPECTION PERIOD**

3.1. Right of Inspection.

(a) During the period beginning upon the Effective Date and ending at 5:00 p.m. (local time at the Property) forty-five (45) calendar days thereafter (hereinafter referred to as the “**Inspection Period**”), Purchaser and Purchaser’s agents and designees shall have the right to (i) enter the Property for the purposes of inspecting the Property, conducting soil tests, and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Purchaser may reasonably require to assess the condition of the Property, and (ii) examine any surveys, plans and specifications, engineering reports, environmental audits and similar materials, financial projections, budgets, appraisals, accounting and tax records and similar proprietary or

confidential information. Notwithstanding the foregoing, Purchaser shall have the right to extend the Inspection Period for an additional fifteen (15) day period by delivery of written notice thereof to Seller on or prior to the expiration of the original forty-five (45) day Inspection Period.

(b) If Purchaser desires to do any invasive testing, sampling or drilling at the Property, Purchaser shall do so only after notifying Seller. Notwithstanding the foregoing, Seller hereby consents in advance to Purchaser's undertaking such invasive testing on the Property as Purchaser deems to be necessary. Purchaser shall promptly restore any affected part of the Property which is subjected to any such invasive testing, sampling, or drilling, or otherwise affected by Purchaser's inspection, to substantially the same condition which existed prior to any such inspections, tests, sampling or drilling, at Purchaser's sole cost and expense.

3.2. Right of Termination. Purchaser shall have the right to terminate this Agreement for any reason (or no reason) at any time on or before the expiration of the Inspection Period. In the event that Purchaser elects to exercise such termination right, Purchaser shall provide Seller and Escrow Agent with written notice thereof (the "**Termination Notice**") prior to, or upon, the expiration of the Inspection Period. This Agreement shall terminate as of the date of the delivery of a Termination Notice. Upon such termination, Escrow Agent shall refund the Earnest Money to Purchaser, and all parties hereto shall be relieved of further liability hereunder. Time is of the essence with respect to this Section 3.2.

ARTICLE IV. **CLOSING**

4.1. Time and Place. The consummation of the transaction contemplated hereby ("**Closing**") shall be either held at Harvey & Battey, P.A., 1001 Craven Street, Beaufort, SC 29901-1107, Attn: David L. Tedder, Esq. (the "**Escrow Agent**"), or closed through the Escrow Agent, at a time mutually agreed to by the parties on the date which is fifteen (15) calendar days following the expiration of the Inspection Period (the "**Closing Date**"). At Closing, Seller and Purchaser shall perform the obligations set forth in Section 4.2 and Section 4.3, respectively, the performance of which obligations shall be concurrent conditions.

4.2. Seller's Obligations at Closing. At Closing, Seller shall:

(a) deliver to Purchaser a duly executed limited warranty deed (the "**Deed**") in the form attached hereto as Exhibit B and made a part hereof, conveying the Property, subject only to the Permitted Exceptions;

(b) deliver to Purchaser a certificate, dated as of the date of Closing and executed on behalf of Seller by a duly authorized officer thereof, stating that the representations and warranties of Seller contained in this Agreement are true and correct in all material respects as of the Closing Date with appropriate modifications of those representations and warranties made in Section 5.1 hereof to reflect any changes therein, including, without limitation, any changes resulting from actions under Section 5.4 hereof or identifying any representation or warranty which is not, or no longer is, true and

correct and explaining the state of facts giving rise to the change. In no event shall Seller be liable to Purchaser for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (i) occurs between the Effective Date and the Closing Date and (ii) is expressly permitted under the terms of this Agreement or is beyond the reasonable control of Seller to prevent; provided, however, that the occurrence of a change which is not permitted hereunder or is beyond the reasonable control of Seller to prevent shall, if materially adverse to Purchaser, constitute the non-fulfillment of the condition set forth in Section 4.6(b);

(c) deliver to Purchaser such evidence as Purchaser's counsel and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

(d) deliver to Purchaser (i) an affidavit duly executed by Seller stating that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, in the form attached hereto as Exhibit C and made a part hereof, and (ii) an affidavit on SC. Department of Revenue Form I-290 or its equivalent stating that Seller is a resident or deemed a resident of the State of South Carolina for purposes of South Carolina Code Section 12-8-580, or provide a statement of gain on such affidavit as required by such statute and the regulations promulgated thereunder;

(e) deliver to Purchaser possession of the Property, subject to the Permitted Exceptions;

(f) deliver to Purchaser and Escrow Agent an affidavit of Seller in the form generally required by the Title Company to remove the standard printed exceptions from the Title Commitment and the title policy issued pursuant thereto;

(g) deliver to Purchaser a duly executed license agreement in the form attached hereto as Exhibit D and made a part hereof (the "License Agreement") for use of a portion of the Property as a borrower pit in accordance with the terms thereof; and

(h) deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

4.3. Purchaser's Obligations at Closing. At Closing, Purchaser shall:

(a) pay the full amount of the Purchase Price, as increased or decreased by prorations and adjustments as herein provided, on the Closing Date, in immediately available federal funds wire transferred to the Escrow Agent pursuant to Section 1.4 above, it being agreed that at Closing the Earnest Money shall be delivered to Seller by wire transfer of immediately available funds and applied towards payment of the Purchase Price;

(b) deliver to Seller such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser; and

(c) deliver to Seller a duly executed counterpart of the License Agreement; and

(d) deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

4.4. Credits and Prorations. All income and expenses in connection with the ownership of the Property shall be apportioned, as of 12:01 a.m. on the Closing Date, as if Purchaser were vested with title to the Property during the entire Closing Date such that, except as otherwise expressly provided to the contrary in this Agreement, Seller shall have the benefit of income and the burden of expenses for the day preceding the Closing Date and the Purchaser shall have the benefit of income and the burden of expenses for the Closing Date and thereafter. Such prorated items shall include ad valorem taxes, charges, and assessments of every kind and nature levied against the Property, if any.

4.5. Closing Costs. Seller shall pay (a) one-half ($\frac{1}{2}$) of any documentary stamps and transfer or other taxes which become payable by reason of the transfer of the Property, (b) the fees of any counsel representing Seller in connection with this transaction, (c) one-half ($\frac{1}{2}$) of any escrow fee, which may be charged by the Escrow Agent or Title Company, (d) the fees for recording the deed conveying the Property to Purchaser, and (e) the fees for recording any documents to cure any Monetary Objections. Purchaser shall pay (u) the fees of any counsel representing Purchaser in connection with this transaction; (v) the fee for the title examination and the Title Commitment and the premium for the Owner's Policy of Title Insurance to be issued to Purchaser by the Title Company at Closing; (w) the cost of the Survey; (x) one-half ($\frac{1}{2}$) of any escrow fees charged by the Escrow Agent or Title Company; and (y) one-half ($\frac{1}{2}$) of any documentary stamps and transfer or other taxes which become payable by reason of the transfer of the Property. All other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring same.

4.6. Conditions Precedent to Obligation of Purchaser. The obligation of Purchaser to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions by Seller, any or all of which may be waived by Purchaser in its sole discretion:

(a) Seller shall have delivered to the Escrow Agent all of the items required to be delivered to Purchaser pursuant to the terms of this Agreement, including, but not limited to, those provided for in Section 4.2.

(b) All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date of Closing (with appropriate modifications permitted under this Agreement not adverse to Purchaser).

(c) Seller shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing.

In the event any of the conditions in this Section 4.6 have not been satisfied (or otherwise waived in writing by Purchaser) prior to or on the Closing Date (as the same may be

extended or postponed as provided in this Agreement), Purchaser shall have the right to terminate this Agreement by written notice to Seller given prior to the Closing, whereupon (i) Escrow Agent shall return the Earnest Money to Purchaser; and (ii) except for those provisions of this Agreement which by their express terms survive the termination of this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement.

4.7. Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions by Purchaser, any or all of which may be waived by Seller in its sole discretion:

(a) Purchaser shall have delivered to Escrow Agent the Purchase Price as adjusted pursuant to and payable in the manner provided for in this Agreement.

(b) Purchaser shall have delivered to Escrow Agent all of the items required to be delivered to Seller pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 4.3.

(c) All of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the date of Closing.

(d) Purchaser shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Purchaser as of the date of Closing.

ARTICLE V. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

5.1. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Purchaser as of the Effective Date:

(a) **Organization and Authority.** Seller has been duly organized and is validly existing as a limited liability company under the laws of the State of South Carolina and is qualified to transact business in the State of South Carolina. Seller has the full right and authority to enter into this Agreement and, subject to the provisions of Section 10.6 hereof, to transfer all of the Property to be conveyed by Seller pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein to be made by Seller. The person or persons signing this Agreement on behalf of Seller is authorized to do so.

(b) **Pending Actions.** To Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending against the Property or the transaction contemplated by this Agreement, which, if adversely determined, could individually or in the aggregate have a material adverse effect on title to the Property or any portion thereof or which could in any material way interfere with the consummation by Seller of the transaction contemplated by this Agreement. Further, there is no pending litigation or dispute, and Seller has received no notice of any disputes, concerning the location of the lines and corners of the Property,

and Seller has not been served with any legal action concerning the location of the lines and corners of the Property.

(c) Adverse Title Matters. Seller has no knowledge of any other adverse matter affecting title to the Property including, without limitation, any lease, lien or other encumbrance, or purchase option.

(d) No Violations. Seller has not received any notice from any governmental authority of zoning, building, fire, water, use, health, environmental or other violations of applicable law issued in respect to the Property which have not been heretofore corrected.

(e) Property Rights. Seller has not granted any rights or options to purchase, own, acquire, lease use or occupy the Property to any party other than to Purchaser.

(f) Taxes and Assessments. True and complete copies of the most recent real estate tax bills for the Property have been or will be delivered to Purchaser. Seller has not filed, and has not retained anyone to file, notices of protests against, or to commence action to review, real property tax assessments against the Property. To Seller's knowledge, there are no existing, pending or threatened governmental assessments or other charges levied upon or assessed against the Property.

(g) Condemnation. No condemnation proceedings relating to the Property are pending or, to Seller's knowledge, threatened.

(h) Environmental Matters. No portion of the Property is used or has ever been used for the storage, processing, treatment or disposal of Hazardous Substances (hereinafter defined); the Property does not contain, nor has it ever contained, Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of a Hazardous Substance, on, in, or under the Property; there are no pending claims, administrative proceedings, judgments, declarations, or orders, whether actual or threatened, relating to the presence of Hazardous Substances on, in or under the Property; the Property is in compliance with all federal, state and local laws, regulations, orders and requirements regarding the regulation of Hazardous Substances; and, to Seller's knowledge, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent property. Seller has received no written notification that any governmental or quasi-governmental authority has determined that there are any violations of environmental statutes, ordinances or regulations affecting the Property. As used herein, "Hazardous Substances" means all hazardous or toxic materials, substances, pollutants, contaminants, or wastes currently identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendments and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), or any other federal, state or local legislation or ordinances applicable to the Property.

(i) Change in Use. The Property is not and has not been subject to any exemption from ad valorem taxes that will result in imposition of any tax or penalty upon the transfer of title at Closing or any change in use of the Property.

(j) Access. Access to the Land from streets and roads adjoining the Land is not limited or restricted.

(k) Contracts. There are no management, maintenance, service or other contracts with respect to the Property.

(l) Other Material Information. Seller has no knowledge of any other information regarding Seller or the Property that has not been disclosed to Purchaser which might reasonably have been considered material to this Agreement or otherwise material to the proposed use of the Property.

(m) Patriot Act. Neither Seller nor any of its underlying beneficial owners have engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other anti-money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the “**Patriot Act**”), or any order issued with respect to anti-money laundering by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), or (ii) in contravention of Executive Order No. 13224 issued by the President of the United States on September 24, 2001 (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time (“**Executive Order 13224**”) or (iii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time.

(n) OFAC. Neither Seller nor any of its underlying beneficial owners is or will be a person or entity (i) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224, (ii) whose name appears on OFAC’s most current list of “Specifically Designed Nationals and Blocked Persons,” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>), (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in Executive Order 13224, or (iv) who has been associated with or is otherwise affiliated with any entity or person listed above.

5.2. Survival of Seller's Representations and Warranties. The representations and warranties of Seller set forth in Section 5.1, as updated by the certificate of Seller to be delivered to Purchaser at Closing in accordance with Section 4.2(b) hereof, shall survive Closing.

5.3. Covenants of Seller. Seller hereby covenants with Purchaser as follows:

(a) From the Effective Date hereof until the Closing or earlier termination of this Agreement, Seller shall use reasonable efforts to maintain the Property in a manner generally consistent with the manner in which Seller has maintained the Property prior to the date hereof.

(b) Seller shall not sell, assign, transfer or otherwise dispose of the Property or any portion thereof, nor shall Seller create, incur, or assume any indebtedness for borrowed money, which would encumber the Property or any portion thereof which by its terms cannot be discharged by Seller prior to Closing.

(c) From the Effective Date hereof until the Closing or earlier termination of this Agreement, Seller shall not cause or permit any timber to be cut or removed from the Land, nor shall Seller cause or permit any mining activities to occur upon thereon.

5.4. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller:

(a) Organization and Authority. Purchaser has been duly organized and is validly existing as a limited liability company under the laws of the State of South Carolina. Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of Purchaser is authorized to do so.

(b) No Violation. Neither the execution of this Agreement nor the consummation of the transactions contemplated in this Agreement will constitute a violation of, be in conflict with, or constitute a default under (or with the passage of time or delivery of notice, or both, would constitute a default under) any term or provision of any agreement or instrument to which Purchaser is bound.

5.5. Survival of Purchaser's Representations and Warranties. All representations and warranties of Purchaser shall survive Closing.

ARTICLE VI. **DEFAULT**

6.1. Default by Purchaser. In the event the sale of the Property as contemplated hereunder is not consummated due to Purchaser's default hereunder, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and receive the Earnest Money as liquidated damages for the breach of this Agreement and not as a penalty, it being agreed

between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof, Seller hereby expressly waiving and relinquishing any and all other remedies at law or in equity. The right to retain the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser: (a) for specific performance of this Agreement, or (b) to recover actual damages in excess of the Earnest Money. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of the Earnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty.

6.2. Default by Seller. In the event that Seller fails to consummate this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole remedy, either (a) to receive the return of the Earnest Money, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder, or (b) to enforce specific performance of Seller's obligation to execute the documents required to convey the Property to Purchaser, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder. Purchaser expressly waives its rights to seek damages in the event of Seller's default hereunder.

6.3. Notice of Default; Opportunity to Cure. Neither Seller nor Purchaser shall be deemed to be in default hereunder until and unless such party has been given written notice of its failure to comply with the terms hereof and thereafter does not cure such failure within five (5) business days after receipt of such notice; provided, however, that this Section 6.3 (i) shall not be applicable to a Purchaser's failure to deposit the Earnest Money on the date required hereunder or to a party's failure to make any deliveries required of such party, including the Purchase Price, on the Closing Date and, accordingly, (ii) shall not have the effect of extending the due date of the Earnest Money hereunder or the Closing Date.

ARTICLE VII. **BROKERAGE COMMISSIONS**

Purchaser and Seller represent and warrant to the other that it has not dealt with any broker or agent in the negotiation of this transaction.

ARTICLE VIII. **DISCLAIMER**

SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE PROPERTY WILL BE SOLD TO PURCHASER IN ITS "AS IS, WHERE-IS" CONDITION AND PURCHASER HAS RELIED UPON PURCHASER'S OWN DUE DILIGENCE IN DETERMINING TO PURCHASE THE PROPERTY.

ARTICLE IX.
MISCELLANEOUS

9.1. Assignment. This Agreement may be assigned by Purchaser, in whole or in part, and any such assignment shall relieve Purchaser of liability for the performance of Purchaser's duties and obligations under this Agreement to the extent of such assignment.

9.2. Notices. Any notice pursuant to this Agreement shall be given in writing by reputable overnight delivery service with proof of delivery sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given as of the date of first attempted delivery at the address and in the manner provided herein. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller:	Scott Marshall, City Manager City of Beaufort 1911 Boundary Street Beaufort, South Carolina 29902
with a copy to:	Benjamin Coppage _____ Coppage Law Firm, LLC Post Office Box 2473 Beaufort, South Carolina 29902
If to Purchaser:	Clarendon Farms, L.L.C. 80 Clarendon Plantation Drive Beaufort, South Carolina 29906 Attn: Jeff Dawson
with a copy to:	Cox Enterprises, Inc. 6205 Peachtree Dunwoody Road Atlanta, Georgia 30328 Attn: Director of Real Estate
with a copy to:	Sheley, Hall & Williams, P.C. 303 Peachtree Street, Suite 4440 Atlanta, Georgia 30308 Attn: David L. Lester, Esq.
and a copy to:	Harvey & Battey, P.A. 1001 Craven Street Beaufort, South Carolina 29901-1107 Attn: David L. Tedder, Esq.

9.3. Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

9.4. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., local time.

9.5. Successors and Assigns. Subject to Section 9.1 hereof, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

9.6. Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

9.7. Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the subject matter of this Agreement. The provisions of this Section shall survive Closing.

9.8. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile, and the signature page of either party to any counterpart may be appended to any other counterpart.

9.9. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

9.10. Applicable Law. This Agreement is performable in the State of South Carolina and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of such state. Seller and Purchaser hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the state in which the Property is located in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in the state in which the Property is located.

Purchaser and Seller agree that the provisions of this Section shall survive the Closing of the transaction contemplated by this Agreement.

9.11. No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

9.12. Exhibits and Schedules. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

- (i) Exhibit A - Legal Description/Depiction of the Land
- (ii) Exhibit B - Form of Limited Warranty Deed
- (iii) Exhibit C - Form of FIRPTA Certificate
- (iv) Exhibit D - Form of License Agreement

9.13. Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9.14. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

9.15. Termination of Agreement. It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

9.16. Survival. The provisions of Article VII, Article VIII and the following Sections of this Agreement shall survive Closing and shall not be merged into the execution and delivery of the Deed: 3.1(b); 5.2; 5.3; 5.5; 9.3; 9.7; 9.10; 9.11; and 9.18.

9.17. TIME OF ESSENCE. TIME IS OF THE ESSENCE WITH RESPECT TO EACH AND EVERY PROVISION OF THIS AGREEMENT.

9.18. Tax Free Exchange. Purchaser shall have the right, at Purchaser's sole cost and expense, to structure the acquisition of the Property as part of a like-kind exchange under Internal Revenue Code Section 1031, and the regulations promulgated thereunder. Seller shall cooperate with Purchaser to effect such exchange provided that Seller shall not incur any material costs, expenses or liabilities in connection therewith and further provided that the terms

and conditions contained herein remain unchanged, including, without limitation, the Closing Date.

9.19. Attorneys' Fees. If either party to this Agreement files any action or brings any proceeding against the other arising from or related to this Agreement, the Prevailing Party (hereinafter defined) shall be entitled to recover from the other party (as an element of its costs of suit and not as damages) reasonable attorneys' fees (including both in-house and outside attorney's fees), costs and expenses incurred by the Prevailing Party in such action or proceeding (including any appeals). For the purposes of this Section 9.19, the term "Prevailing Party" shall mean the party that is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

SELLER:

THE CITY OF BEAUFORT, SOUTH CAROLINA

By:_____

Print Name:_____

Title_____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

PURCHASER:

CLARENDON FARMS, L.L.C.

By:_____

Print Name:_____

Title_____

ACCEPTANCE OF ESCROW

Receipt of an executed copy of this Agreement is hereby acknowledged and the undersigned hereby agrees to act as Escrow Agent in accordance with this Agreement.

HARVEY & BATTEY, P.A.

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION/DEPICTION OF THE LAND

The following image is provided to represent the approximate boundary lines of the Land, which are shown in red, and is not a part of the legal description.



EXHIBIT B

FORM OF LIMITED WARRANTY DEED

STATE OF SOUTH CAROLINA)

) LIMITED WARRANTY

COUNTY OF BEAUFORT) DEED OF REAL PROPERTY

THIS DEED, executed as of the ____ day of January, 2026, by **THE CITY OF BEAUFORT, SOUTH CAROLINA**, a _____ (“**Grantor**”), to **CLARENDON FARMS, L.L.C**, a South Carolina limited liability company (“**Grantee**”), whose _____ mailing _____ address _____ is _____

WITNESSETH:

IN CONSIDERATION of the sum of Five Dollars (\$5.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor has granted, bargained, sold and released, and by this Deed grants, bargains, sells and releases, subject to the easements, restrictions, covenants, reservations and conditions referenced generally below, to Grantee, its successors and assigns, the following real property:

See **Exhibit A** attached hereto and made a part hereof (the “Property”).

THIS conveyance is made subject to the matters expressly set forth on **Exhibit B** attached hereto and incorporated herein by this reference (the “**Permitted Exceptions**”) that apply to the Property but without extending or renewing the effect thereof.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee, its successors and assigns forever.

SUBJECT TO the Permitted Exceptions, Grantor covenants to warrant and forever defend all and singular said property unto Grantee, its successors and assigns, from and against Grantor, its successors and no further.

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed of Real Property to be executed as of the day and year first above written.

Signed, sealed, and delivered

**THE CITY OF BEAUFORT, SOUTH
CAROLINA**

in the presence of:

By: _____

Witness

Print Name: _____

Witness

Title: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

I, _____, Notary Public for the State of South Carolina, do hereby
certify that _____, as _____ for The City of Beaufort, South
Carolina, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Sworn to and subscribed before me this _____ day of _____, 2026.

_____(L.S.)

Notary Public, State of South Carolina

My Commission Expires: _____

EXHIBIT A

ALL _____

DERIVATION: _____

Tax Map Number: R120 020 000 0269 0000

EXHIBIT B

Permitted Exceptions

1.

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is 31.79 acres, Beaufort County, SC bearing Beaufort County Tax Map Number R120 020 000 0269 0000 was transferred by The City of Beaufort, South Carolina to Clarendon Farms, L.L.C. on _____, 2026.

3. Check one of the following: The deed is

(a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.

(b) _____ The fee is computed on the fair market value of the realty which is 0.00.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No xx to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: \$ _____

(b) Place the amount listed in item 5 above here: \$0.00

(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ _____.

AT-1158709v3

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

THE CITY OF BEAUFORT, SOUTH CAROLINA

BY: _____

Print Name: _____

Title: _____

SWORN to and subscribed before me this
____ day of _____, 2026

Notary Public for _____

My Commission Expires: _____

Notary (printed name): _____

EXHIBIT C

FORM OF FIRPTA CERTIFICATE

**NON-FOREIGN AFFIDAVIT
(CORPORATE)**

STATE OF SOUTH CAROLINA :
: ss
COUNTY OF BEAUFORT :

Section 1445 of the Internal Revenue code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that the withholding of tax is not required upon disposition of a U.S. real property interest by The City of Beaufort, South Carolina, the undersigned hereby certifies the following on behalf of the seller:

1. It is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue code and Income Tax regulations).
2. Its U.S. employer identification number is _____.
_____.
3. Its office address is _____.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement made here could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this certification on behalf of The City of Beaufort, South Carolina.

THE CITY OF BEAUFORT, SOUTH
CAROLINA

Date

By _____(Seal)
Its: _____

SWORN TO AND SUBSCRIBED before me, the undersigned, a Notary Public for the State and County aforesaid, on _____.

Notary Public

My commission expires _____

EXHIBIT D

FORM OF LICENSE AGREEMENT

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2026 (the "**Commencement Date**"), by and between **Clarendon Farms, L.L.C.**, a South Carolina limited liability company ("**Licensor**"), and the **Beaufort County Economic Development Corporation** ("**Licensee**").

WHEREAS, Licensor and the City of Beaufort, South Carolina entered into that certain Purchase and Sale Agreement dated [_____, 2026 (the "**Purchase Agreement**") whereby the City agreed to sell, and Licensor agreed to purchase, certain real property located at 90 Schork Road, Beaufort, South Carolina, described on Exhibit "A" attached hereto ("**Property**"), all in accordance with the terms and conditions.

WHEREAS, as a condition to closing on the purchase of the Property under the Purchase Agreement, Licensor agreed to grant to Licensee limited rights to use a portion of the Property as a borrow pit area, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of \$10.00 cash in hand paid by Licensee to Licensor and the mutual promises, covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of License. Subject to the remaining terms and conditions set forth herein, Licensor hereby grants to Licensee, a non-exclusive temporary real estate license, over, upon, across, and through approximately [_____] acres of the Property in the location identified as Lots H and F on Exhibit "A" attached hereto and incorporated herein by reference (the "**Borrow Pit Area**"), for use by Licensee and Licensee's employees, agents, and contractors for the sole purpose of operating an excavation area to remove topsoil, sand, and clay (such materials being herein collectively referred to as the "**Borrow Pit Material**" and all excavation work and other activities of Licensee on the Property permitted hereunder, collectively, the "**Borrow Pit Work**") in connection with the development and construction of improvements on certain property within the Beaufort Commerce Park for commercial and/or industrial use (the "**Project**"). Licensee's rights hereunder shall include the right of ingress to and egress from the Borrow Pit Area over the Property as reasonably required. This Agreement solely creates a license and conveys no possessory or other interest in real property in favor of Licensee. This Agreement shall not be recorded in the real estate records of Beaufort County, South Carolina. Licensor is not charging Licensee a fee for the use of the Borrow Pit Area.

2. Term. The term of this Agreement shall commence on the Commencement Date and shall expire thirty-six (36) months after the Commencement Date. Additionally, and

notwithstanding anything to the contrary set forth herein, provided, subject to Licensee's compliance with the terms of Section 4 below, Licensee may terminate this Agreement at any time during the term hereof upon no less than thirty (30) days' prior written notice to Licensor of its intent to terminate this Agreement. Upon the expiration or the earlier termination hereof, this Agreement shall thereafter be of no further force or effect except those provisions which, by their express terms, survive the expiration or earlier termination hereof.

3. Condition and Maintenance of Borrow Pit Area; Performance of Borrow Pit Work. To the maximum extent permitted by law, Licensor licenses the Borrow Pit Area to Licensee on an "AS IS, WHERE IS" basis. Licensor will not be responsible for or charged with any duty to inspect, secure or protect Licensee's equipment, tools, property or to otherwise take any action with respect to Licensee's security at the Property. As a condition precedent to Licensee's right to enter upon or disturb the Borrow Pit Area, Licensee shall prepare and deliver to Licensor, for Licensor's review and approval, an application for a borrow pit (the "**Permit Application**") for submission to the South Carolina Department of Environmental Services ("**DES**") which Permit Application shall include details for the excavation, operation and restoration of the borrow pit, as well as such other information required by DES. The Permit Application shall be subject to the reasonable approval of Licensor. Licensee shall not commence any Borrow Pit Work, including, without limitation, excavation, grading, or removal of materials until the Permit Application has been approved by DES and a permit issued by DES (the "**DES Permit**"). Licensor's review and approval shall not relieve Licensee of responsibility for the adequacy, safety, or legality of the Borrow Pit Work on the Borrow Pit Area or the work performed pursuant to the terms of the DES Permit. Licensee shall: (a) perform all Borrow Pit Work on, in and under the Borrow Pit Area in strict accordance with the DES Permit and in a safe and workmanlike manner; (b) perform all Borrow Pit Work on the Borrow Pit Area in such a way as to prevent damage adjacent property and improvements, including upon the Property; (c) implement appropriate dust control, erosion control and stormwater management measures; (d) obtain, at its sole cost and expense, prior to the commencement of any Borrow Pit Work on the Borrow Pit Area, all additional federal, state and municipal permits, licenses and approvals, if any, necessary to perform such Borrow Pit Work; and (e) perform the Borrow Pit Work only on weekdays (i.e., Monday – Friday) between the hours of 8:00a.m to 5:00p.m local time. Licensee shall not use or permit to be used explosive materials or otherwise perform blasting activities within the Borrow Pit Area. Licensee shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien affecting property of the Licensor arising from or relating to such work within twenty (20) days of the imposition thereof.

4. Restoration of Borrow Pit Area. Prior to the expiration or earlier termination of this Agreement, Licensee shall remove from the Borrow Pit Area all of its debris, equipment, tools, temporary improvements and other property brought upon the Borrow Pit Area by or on behalf of Licensee, and restore the Borrow Pit Area pursuant to the following:

- a) in compliance with the DES Permit and all other federal, state, and municipal laws, orders, rules and regulations applicable to the same, including, without limitation, any required mining permits; and
- b) infill any extraction point within the Borrow Pit Area with a minimum of six (6) inches of topsoil sufficient to sustain vegetation and comprised of clay (10%-25%), organic matter (3% - 10%) and the remainder sand and silt. The infill material must be sample tested and shown to be clean of contamination before it is brought to the Property, and may not contain waste, refuse or inorganic material;
- c) stabilize disturbed areas with seed or other vegetation consistent with those existing on the balance of the Property
- d) remove all roads unless Licensors elects, by written notice to Licensee, to retain them.

Licensee shall keep and maintain the Borrow Pit Area Borrow Pit Area in a clean, safe and orderly condition, and no trash, refuse, scrap materials, unused equipment or other debris shall be permitted to accumulate on the Borrow Pit Area. Any equipment, tools, and property of Licensee not removed prior to the expiration or earlier termination of this Agreement shall, at Licensors election, be deemed abandoned and the property of the Licensors without any compensation to Licensee. Except as otherwise expressly set forth herein, neither Licensors nor Licensee shall have any other obligation to maintain or make repairs to the Property or Borrow Pit Area. The provisions of this Section 4 shall survive termination or expiration of this Agreement.

5. Laws and Regulations. Licensee represents, warrants, and covenants that Licensee will comply with, all applicable laws, ordinances, rules and regulations of any governmental entity or agency having jurisdiction with respect to Licensees Borrow Pit Work on the Property. Upon reasonable request by Licensors, Licensee shall provide Licensors written evidence of Licensees compliance with the requirements set forth in this subparagraph.

6. Waiver; Licensees Property; Insurance. Licensee hereby waives and releases all claims, liabilities and causes of action against Licensors and its agents, servants and employees for loss or damage to, or destruction of, any of the property or improvements of Licensee in, upon or about the Borrow Pit Area, whether that of Licensee or of others in, upon or about the Borrow Pit Area, except to the extent due to the gross negligence or intentional misconduct of Licensors, its agents or employees. Licensors and Licensee agree that Licensees property in, upon or about the Borrow Pit Area is there at Licensees sole risk. Licensors shall not be responsible to Licensee for damage to or destruction of any property of Licensee in, upon or about the Borrow Pit Area regardless of the cause of the damage or destruction, except if due to the gross negligence or intentional misconduct of Licensors, its agents or employees. Licensee shall, at Licensees sole cost and expense, maintain in full force and effect at all times during the term hereof:

- A. commercial general liability insurance on the Borrow Pit Area and auto liability covering claims arising out of Licensee's occupancy of and operations on the Borrow Pit Area, with terms and companies reasonably satisfactory to Licensors with such insurance policy for limits of not less than a combined single limit of Three Million Dollars (\$3,000,000) per occurrence;
- B. worker's compensation insurance with not less than the minimum limits required by law, and employer's liability insurance with minimum limits of coverage of (i) bodily injury of One Million Dollars (\$1,000,000) per accident, (ii) bodily injury by disease of One Million Dollars (\$1,000,000) per accident and (iii) bodily injury by disease of One Million Dollars (\$1,000,000) per policy;
- C. "all risk" property insurance covering any damage or loss on a replacement cost basis to all of Licensee's inventory, equipment and personal property at the Borrow Pit Area.

Licensee is responsible for the payment of all deductibles or retentions under all such insurance policies required to be maintained by Licensee. Licensors shall be included as an additional insured under all such policies required to be maintained by Licensee. Licensee shall deliver to Licensors certificates of insurance for all insurance required to be maintained by Licensee hereunder at the time of execution of this Agreement by Licensee and thereafter upon the request of Licensors. Licensee shall, at least ten (10) days prior to expiration of each policy, furnish Licensors with certificates of renewal or "binders" thereof, if requested. Each certificate shall expressly provide that such policies shall not be cancelable except after thirty (30) days' prior written notice to Licensors and the other parties named as additional insureds.

7. Hazardous Substances. "**Hazardous Substances**" as used in this Agreement shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority. Licensee shall not cause or permit to occur: (a) any violation of any federal, state or local law, ordinance, or regulation, including, without limitation, those related to NESHAPs (National Environmental Safety and Hazardous Air Pollutants), the detailed requirements of which can be found at <http://www.epa.gov/ttn/atw/area/fr09ja08.pdf>, now or hereafter enacted, related to environmental conditions on, under or about the Borrow Pit Area, or arising from Licensee's use or occupancy of the Borrow Pit Area, including, but not limited to, soil and ground water conditions; or (b) the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Borrow Pit Area, or the transportation to or from the Borrow Pit Area of any Hazardous Substance. Licensee shall indemnify, defend and hold harmless Licensors, its officers, directors, shareholders, agents, and

employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Agreement, at or from the Borrow Pit Area, or which arises at any time from Licensee's use or occupancy of the Borrow Pit Area. Licensee's obligations and liabilities under this paragraph shall survive the expiration of this Agreement.

8. Indemnification. Licensee agrees to indemnify, defend and save Licensors harmless against any and all claims, demands, damages, costs and expenses, including attorneys' fees for the defense thereof, arising from (i) the acts, omissions or negligence of Licensee, its employees, agents, contractors, representatives and invitees upon the Borrow Pit Area, including, without limitation, in connection with the performance of the Borrow Pit Work, or (ii) any breach or default on the part of Licensee in the performance of any covenant or agreement on the part of Licensee to be performed pursuant to the terms of this Agreement. **THE OBLIGATIONS OF LICENSOR UNDER THIS AGREEMENT (IF ANY) DO NOT CONSTITUTE PERSONAL OBLIGATIONS OF LICENSOR'S DIRECTORS, OFFICERS OR SHAREHOLDERS, AND LICENSEE SHALL LOOK SOLELY TO LICENSOR'S INTEREST IN THE PROPERTY FOR SATISFACTION OF ANY LIABILITY IN RESPECT OF THIS AGREEMENT OR ANY OBLIGATIONS ALLEGEDLY OWED BY LICENSOR TO LICENSEE.** No termination, cancellation or expiration of this Agreement shall terminate any indemnity obligations created hereunder. Licensor and Licensee expressly understand and agree that all indemnity obligations shall survive termination or expiration of this License.

9. Defaults of Licensee. In the event Licensee shall (i) fail to comply with any term, provision or condition of this Agreement, and shall not cure such failure within twenty (20) days after Licensee's receipt of written notice thereof from Licensor provided, if Licensee is diligently pursuing a cure for such failure but is unable to complete the cure within twenty (20) days, Licensee shall be provided a reasonable amount of time to complete such cure up to a maximum of one hundred twenty (120) days in the aggregate, (ii) whether voluntarily or involuntarily, take advantage of any debtor relief proceedings under any present or future law, whereby the charges hereunder or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or (iii) make an assignment for benefit of creditors; then, in any of said events, Licensor at its option, subject to the terms of the DES Permit, may at once terminate this Agreement by notice to Licensee; whereupon this Agreement shall terminate except as to obligations of the parties which expressly survive termination hereof. Upon such termination by Licensor, Licensee will at once surrender possession of the Borrow Pit Area to Licensor in accordance with Section 4 above, and Licensor may forthwith re-enter the Borrow Pit Area and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort. Licensee shall indemnify and hold Licensor harmless from any loss, damage, expense or cost (including reasonable attorneys' fees) incurred directly or indirectly as a result of any default of Licensee

hereunder. Licensor shall have the right, but not the obligation, to cure any default of Licensee hereunder. Licensee shall reimburse Licensor upon demand for the cost of any such cure.

10. Assignment. Licensee shall not have the right at any time during the term of this to assign this License, in whole or in part, without Licensor's prior written consent. This Agreement shall create the relationship of "licensor" and "licensee" under a revocable license agreement between the parties hereto; no real estate interest whatsoever shall pass out of Licensor. Licensee has no real property interest which is or may be subject to levy and sale or which may be assignable by Licensee.

11. Right of Entry. Licensor reserves the right, for itself, or its agents and duly authorized representatives, to enter and be upon the Borrow Pit Area at any time and from time to time to inspect the Borrow Area, but Licensor shall use commercially reasonable efforts not to materially interfere with Licensee's normal operation except in case of an emergency.

12. Notices. Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if said notice is (i) sent by registered or certified mail (return receipt requested); or (ii) sent by overnight delivery through a nationally recognized overnight courier (FedEx, UPS or DHL) with signature acceptance, to the party to whom said notice is to be given at the notice addresses set forth below each party's signature to this Agreement. Notice deposited in the mail in the manner hereinabove described shall be effective from and after three (3) days (exclusive of Saturdays, Sundays and postal holidays) after such deposit. Notice given in any other manner shall be effective only if and when delivered to the party (or delivery is rejected by the party) to be notified or at such party's address for purposes of notice as set forth herein.

13. Miscellaneous.

(A) *Interpretation.* Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural, unless the context otherwise requires.

(B) *Benefit.* The terms, provisions and covenants contained in this Agreement shall apply to, and adhere to the benefit of, and be binding upon the parties hereto and their respective permitted assigns, successors and interests, and legal representatives except as otherwise herein expressly provided.

(C) *Amendment.* Any modification of this Agreement shall not be binding upon either party unless the same be made in writing and signed by an authorized representative of such party.

(D) *Counterparts.* This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same original instrument. Electronic signatures to

this Agreement, whether digital or encrypted (including, without limitation, .pdf scan copies, DocuSign signatures and similar formats) as executed by the parties, and regardless of the form of delivery (including but not limited to electronic delivery), shall be deemed and treated as executed originals for all purposes.

- (E) *Severability.* Violation of any of the provisions herein contained by law, judgment or court order shall not otherwise affect any of the other provisions which shall remain in full force and effect.
- (F) *Waiver.* No waiver of any covenant, term, condition, rule or regulation by Licensor or Licensee shall be construed as a waiver of a further breach of the same.
- (G) *Governing Law .* This Agreement shall be governed exclusively by the terms hereof, and by the laws of the state of South Carolina.
- (H) *Authority of Parties.* Each of the parties hereto represents to the other that (a) it has full power, authority and legal right to enter into and perform this Agreement, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on each party's part, does not require any approvals or consents except such approvals and consents as have heretofore been duly obtained or which are specifically enumerated herein to which this Agreement is subject, and (c) this Agreement does not contravene any law binding on either of the parties or contravene any agreement to which either of the parties hereto is a party or by which it is bound, or any law, governmental rule, regulation or order. Upon request, each of the parties will provide the other party with documentary evidence of its authority to enter into this Agreement.
- (I) *No Partnership.* Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship between the parties hereto other than the relationship of licensor and licensee.
- (J) *Rights Cumulative; Waiver of Rights.* All rights, powers and privileges conferred hereunder upon Licensor shall be cumulative but not restrictive to those given by law. No failure of Licensor to exercise any power given Licensor hereunder, or to insist upon strict compliance by Licensee with any obligation of Licensee hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Licensor's right to demand exact compliance with the terms hereof.
- (K) *Use of Parties' Names.* Anything in this Agreement to the contrary notwithstanding, each party expressly agrees that it shall not disclose or otherwise identify the other party in its advertising, publications or other media, that is displayed or disseminated to customers or other parties.

- (L) *Entire Agreement.* This Agreement constitutes the entire agreement between the parties. There are no verbal understandings, agreements, representations or warranties between the parties which are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES ON FOLLOWING
PAGE]

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

LICENSOR:

Clarendon Farms, L.L.C.,
a South Carolina limited liability company

Name: _____
Title: _____

Address:

Clarendon Farms, L.L.C.
80 Clarendon Plantation Drive
Beaufort, South Carolina 29906
Attn: Jeff Dawson

with a copy to:

Cox Enterprises, Inc.
6205 Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attn: Director of Real Estate

LICENSEE:

Beaufort County Economic Development
Corporation

By: _____
By: _____
Name: _____
Title: _____

Address:

John O'Toole
Beaufort County Economic Development
Corporation
PO Box 7017
Hilton Head Island, SC 29938

EXHIBIT "A"

PROPERTY

90 Schork Road, Beaufort, South Carolina

(The following image is provided to represent the approximate boundary lines of the Property, which are shown in red)



Executive Summary of Purchase and Sale Agreement – 90 Schork Road

Property Information

- **Location:** 90 Schork Road, Beaufort, South Carolina
 - **Parcel:** R120 020 000 0269
 - **Size:** Approximately **31.79 acres**
 - **Seller:** City of Beaufort
 - **Purchaser:** Clarendon Farms, L.L.C.
-

Proposed Transaction

The City has negotiated a Purchase and Sale Agreement with Clarendon Farms, L.L.C. for the sale of approximately **31.79 acres of City-owned property located at 90 Schork Road**. The property includes the land and any associated development rights or entitlements attached to the parcel.

Purchase Price:

- **\$2,271,600**, payable in full at closing.

Earnest Money:

- **\$65,000 deposit** held in escrow and credited toward the purchase price at closing.
-

Due Diligence Period

The agreement provides the purchaser a **45-day inspection period** to perform due diligence activities such as environmental review, surveys, engineering analysis, and title review.

- Purchaser may **terminate the agreement during this period for any reason** and receive a refund of the earnest money.
 - Purchaser may extend the inspection period **up to an additional 15 days**.
-

Closing Timeline

Closing is scheduled **15 days after the inspection period expires**, unless otherwise extended to resolve title matters or other conditions.

The City will convey the property by **Limited Warranty Deed**, subject to standard permitted exceptions and title conditions.

Related License Agreement

As a condition of closing, the purchaser will grant a **temporary license to the Beaufort County Economic Development Corporation** allowing the use of a portion of the property as a **borrow pit** to obtain fill materials for development activities in the Beaufort Commerce Park.

Key elements include:

- **Term:** Up to **36 months**
 - **Purpose:** Excavation of soil materials associated with Commerce Park development
 - **Restoration:** Borrow pit area must be restored in accordance with environmental and regulatory requirements.
-

Default Provisions

- If the **purchaser defaults**, the City's remedy is to retain the **\$65,000 earnest money** as liquidated damages.
 - If the **City defaults**, the purchaser may either terminate the agreement and recover the earnest money or seek **specific performance**.
-

Summary

The agreement provides for the **sale of surplus City property for \$2.27 million**, subject to customary due diligence and closing conditions. The transaction also supports economic development activities by allowing temporary borrow-pit use of a portion of the property to support development at the Beaufort Commerce Park.

Borrow Pit Provision – Explanation for Council

What the Borrow Pit Is

A **borrow pit** is a temporary excavation area used to remove soil materials—typically sand, clay, or topsoil—that are needed as **fill material for construction or infrastructure projects**. The term “borrow” refers to borrowing material from one location to use at another site.

Under this agreement, Clarendon Farms will allow a portion of the property to be used as a borrow pit to supply materials needed for development within the **Beaufort Commerce Park**.

Location and Use

- The borrow pit will occupy a **designated portion of the property** sold to Clarendon Farms.
- The area will be used by the **Beaufort County Economic Development Corporation (EDC)** to excavate sand, clay, and topsoil.
- Materials removed from the site will support **construction and development activities at the Beaufort Commerce Park**.

Importantly, the agreement **does not grant ownership or a permanent property interest**—only a temporary license to use the land for excavation.

Term of the Borrow Pit

- **Duration:** Up to **36 months** from the start of the license agreement.

Purchase and Sale Agreement Cla...

- The EDC may terminate the license earlier with **30 days’ written notice**.
-

Regulatory Requirements

Before excavation can begin, the EDC must:

- Prepare a **borrow pit permit application** for the South Carolina Department of Environmental Services (DES).
- Obtain all required **state and local permits**.
- Provide a plan addressing excavation operations, erosion control, stormwater management, and restoration.

No excavation work may begin until these approvals are granted.

Operational Restrictions

Borrow pit activities are subject to several limitations:

- Work limited to **weekdays between 8:00 a.m. and 5:00 p.m.**
- **No blasting or explosives** permitted.
- Required **dust control, erosion control, and stormwater measures.**
- Activities must avoid damage to surrounding property.

Restoration Requirements

When the borrow pit use ends:

- Equipment, debris, and temporary structures must be removed.
- Excavated areas must be **backfilled and stabilized.**
- At least **six inches of topsoil** must be placed to support vegetation.
- The area must be **revegetated and restored in compliance with environmental permits.**

Liability and Insurance

The EDC must:

- Maintain **\$3 million in commercial general liability insurance.**
- Carry workers' compensation coverage.
- Indemnify the property owner against claims related to borrow pit activities.

Why This Provision Exists

The borrow pit provision is intended to:

- Provide **locally available fill materials** for development in the Commerce Park.
- Reduce the cost and logistics associated with hauling fill from distant sources.
- Support **economic development projects** in the area.



Appraisal Report

Beaufort Commerce Park
18 Lots in Beaufort Commerce Park
Beaufort, Beaufort County, South Carolina 29906

Report Date: 08-07-2025



PREPARED FOR:
Beaufort County Economic Development Corporation
PO Box 7017
Hilton Head Island, SC 29938

PREPARED BY:
Marshland Appraisals, LLC
Mark A. Peterson, MAI
919 Lansfaire Drive
Charleston, SC 29414

Marshland File #25-019



08-07-2025

Mark A. Peterson, MAI
Marshland Appraisals, LLC
919 Lansfaire Drive
Charleston, SC 29414
843-697-7450
mark@marshlandapp.com

Ms. Kelli Brunson
Senior Project Manager
Beaufort County Economic Development Corporation
PO Box 7017
Hilton Head Island, SC 29938

RE: Appraisal Report
Beaufort Commerce Park
18 Lots in Beaufort Commerce Park
Beaufort, Beaufort County, South Carolina 29906

Dear Ms. Brunson:

As you requested, we have performed an appraisal of the above referenced properties. This appraisal report sets forth the pertinent data gathered, techniques employed, and the reasoning leading to our value opinions and conclusions.

The subject property, as referenced above, is comprised of 18 lots as outlined in the conceptual master plan provided and located in the Beaufort Commerce Park on the west side of Parker Drive in the northwest quadrant of the intersection with Bay Pines Road. These lots are comprised of all or portions of five parcels identified as DMP# R120-020-000-0269-0000; R120-020-000-0270-0000; R120-020-000-0408-0000; R120-020-000-0410-0000; and R120-020-000-0453-0000. Based on the sizes of the respective lots indicated on the master plan, the 18 lots total 91.35 acres for an average lot size of about 5.08 acres.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.



The client in this assignment is Beaufort County Economic Development Corporation and the intended user of this report is Beaufort County Economic Development Corporation and no others. The sole intended use is for as an aid in internal asset management and possible marketing purposes. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- This appraisal is based on the 18 industrial sites as shown on the conceptual master plan and the respective sizes of the lots as indicated in the conceptual master plan.

Hypothetical Conditions:

- None

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusion Summary					
Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date	Indicated Value
Discounted Market Value	As Is	Current	Fee Simple	6/27/2025	\$2,000,000

Respectfully submitted,
Marshland Appraisals, LLC

Mark A. Peterson, MAI
South Carolina Certified General CG 3016
Expires 06/30/2026



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Summary of Salient Facts

Property Address:	18 Lots in Beaufort Commerce Park, Beaufort, Beaufort County, South Carolina 29906
Property Owner:	City of Beaufort and Beaufort County
Client:	Beaufort County Economic Development Corporation
Effective Date of Appraisal:	06-27-2025
Date of Report:	08-07-2025
Site Area:	91.35000 Total Acres; 18 Lots
Zoning:	Light Industrial; City of Beaufort
Highest & Best Use As Vacant:	Industrial
Discounted Market Value Estimate:	\$2,000,000
Estimated Retail Lot Prices:	See Chart Below

Estimated Retail Prices					
Lot #	Size AC)	Type	\$/AC	Price	Rounded
A	7.12	Entrance	\$55,000	\$391,600	\$390,000
B	6.64	Entrance	\$55,000	\$365,200	\$365,000
C	5.10	Interior	\$40,000	\$204,000	\$205,000
D	5.25	Corner	\$45,000	\$236,250	\$235,000
E	5.48	Interior	\$40,000	\$219,200	\$220,000
F	5.01	Interior	\$40,000	\$200,400	\$200,000
G	5.92	Corner	\$45,000	\$266,400	\$265,000
H	4.46	Interior	\$40,000	\$178,400	\$180,000
I	5.91	Interior	\$40,000	\$236,400	\$235,000
J	4.59	Int-Wetlands	\$20,000	\$91,800	\$90,000
O	5.49	Soft Corner	\$45,000	\$247,050	\$245,000
P	5.41	Int-Wetlands	\$10,000	\$54,100	\$55,000
Q	3.65	Interior	\$40,000	\$146,000	\$145,000
R	3.53	Interior	\$40,000	\$141,200	\$140,000
S	5.17	Interior	\$40,000	\$206,800	\$205,000
T	3.88	Interior	\$40,000	\$155,200	\$155,000
U	3.88	Interior	\$40,000	\$155,200	\$155,000
Z	4.86	Interior	\$40,000	\$194,400	\$195,000
Total	91.35			Total	\$3,680,000
Average	5.08			Average	\$204,444



Aerial and Front Views

AERIAL VIEW

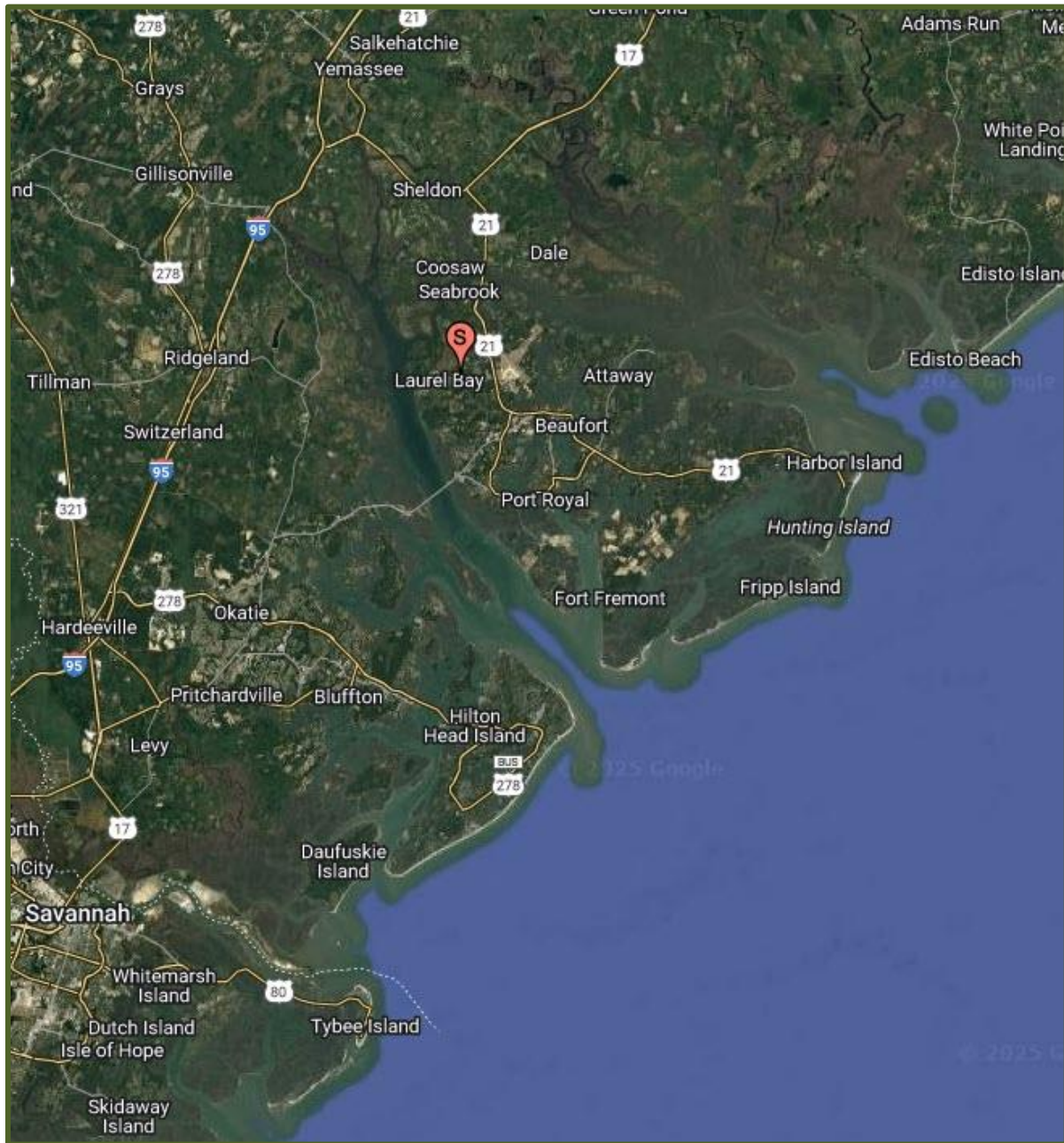


FRONT VIEW





Location Map





Introduction

Client and Intended Users of the Appraisal

The client in this assignment is Beaufort County Economic Development Corporation and the sole intended user of this report is Beaufort County Economic Development Corporation.

Intended Use of the Appraisal

The sole intended use of this report is for as an aid in internal asset management and possible marketing purposes.

Real Estate Identification

The subject property is located at 18 Lots in Beaufort Commerce Park, Beaufort, Beaufort County, South Carolina 29906. The subject property is further identified by the tax parcel number .

Legal Description

The 18 lots that are the subject of this appraisal have not been legally subdivided from the respective parent parcels and no individual legal descriptions exist for the lots.

Ownership of the Property

According to Beaufort County Records, title to the parent parcels comprising the subject properties is vested in City of Beaufort and Beaufort County as outlined in the following chart.

DMP#	Owner
R120-020-000-0269-0000	City of Beaufort
R120-020-000-0270-0000	City of Beaufort
R120-020-000-0408-0000	City of Beaufort
R120-020-000-0410-0000	Beaufort County
R120-020-000-0453-0000	City of Beaufort

History of the Property

Ownership of the subject property has not changed within the past three years.

Listings/Offers/Contracts

There have been no reported offers to purchase, nor are we aware of any pending contracts for sale. The conceptual lots are marketed for sale and pricing is negotiated with prospective buyers. The current marketing brochure for the development cites asking prices of \$40,000/Acre for the respective conceptual lots.

Type and Definition of Value

The appraisal problem (the term "Purpose of Appraisal" has been retired from appraisal terminology) is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined as "the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently



and knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated.*
- *Both parties are well informed or well advised, each acting in what they consider their own best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale."*¹

The value conclusions apply to the value of the subject property under the market conditions presumed on the effective date(s) of value.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment we developed opinions of value for the subject property under the following scenarios of value:

Value Conclusion Summary					
Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date	Indicated Value
Discounted Market Value	As Is	Current	Fee Simple	6/27/2025	\$2,000,000

We completed an appraisal inspection of the subject property on 06-27-2025.

Date of Report

The date of this report is 08-07-2025.

List of Items Requested but Not Provided

- None

¹ Source: Code of Federal Regulations, Title 12, Banks and Banking, Part 722.2-Definitions



Assumptions and Conditions of the Appraisal

This appraisal assignment and the opinions reported herein are subject to the General Assumptions and Limiting Conditions contained in the report and the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results.

Extraordinary Assumptions

- This appraisal is based on the 18 industrial sites as shown on the conceptual master plan and the respective sizes of the lots as indicated in the conceptual master plan.

Hypothetical Conditions

- None



Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via the properties were identified with the aid of the recorded plat, subdivision plan provided, county records and GIS website information.
- Economic Characteristics - Economic characteristics of the subject property were identified via Beaufort County GIS, Beaufort County Register of Deeds, Beaufort County Tax Assessors Office, CoreLogic RiskMeter, and Site To Do Business, as well as a comparison to properties with similar locational and physical characteristics., as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via a general inspection of the property by the appraiser and review of the conceptual master plan and specifications provided.

Extent to Which the Property Was Inspected

We inspected the subject on 06-27-2025 with the aid of the conceptual master plan, aerial imagery, and recorded plats.

Type and Extent of Data Researched

We researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. We also interviewed people familiar with the subject market/property type.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the cost approach, sales comparison approach, and income capitalization approach. One or more of these approaches are used in all estimations of value.

- Cost Approach - In the cost approach, the value indication reflects the sum of current depreciated replacement or reproduction cost, land value, and an appropriate entrepreneurial incentive or profit.



- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Income Capitalization Approach - In the income capitalization approach, value is indicated by the capitalization of anticipated future income. There are two types of capitalization: direct capitalization and yield capitalization, more commonly known as discounted cash flow (DCF) analysis.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. With the subject being vacant land that is proposed to be subdivided into 18 smaller lots in accordance with conceptual master plan, we have processed a DCF analysis to estimate the discounted market value of the 18 lots to a single purchaser in a bulk transaction. As part of this analysis, we have estimated the retail prices for the 18 lots based on comparable sales from the immediate market area. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

Appraisal Conformity and Report Type

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a. It should be further noted that this report has been authored with the understanding that the client has extensive knowledge about the property and market area, and superfluous information has been minimized herein.

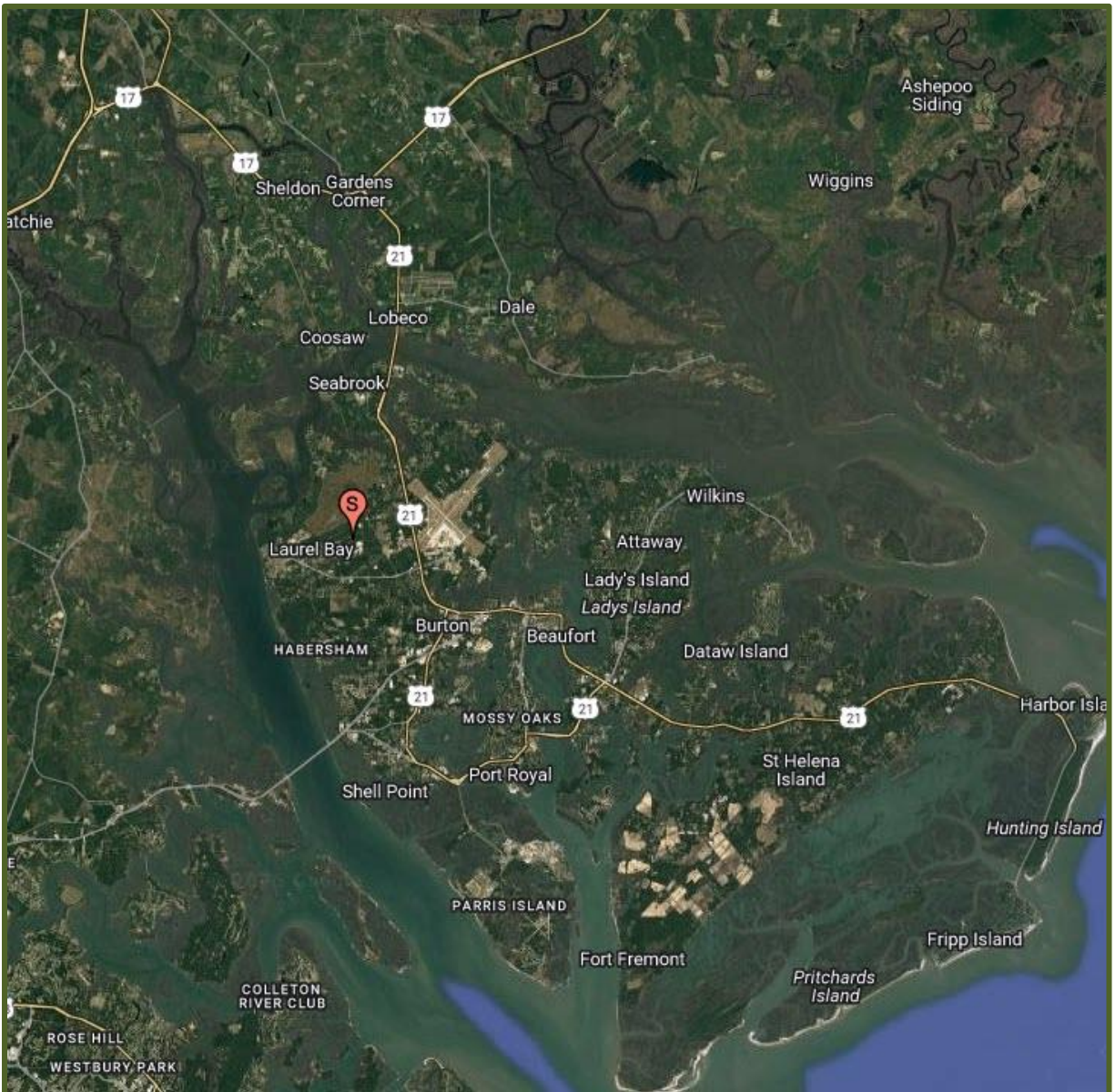
Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.



Area Analysis

AREA MAP



Greater Beaufort Area / Beaufort County

Beaufort County is located on the coastline of South Carolina and was established in 1769. It has about 30 miles of coastline, a land area of 578 square miles, and 113 square miles of water and marsh. Beaufort County includes 64 major islands. It is bounded on the north by Colleton County, on the west by Hampton and Jasper Counties, and on the south by Jasper County. The three major areas in Beaufort County are the Greater Beaufort Area, which contains the City of Beaufort, Bluffton and Hilton Head Island.



The City of Beaufort is the County seat for Beaufort County. It is named for Henry, Duke of Beaufort, one of the Lord Proprietors of South Carolina. The historic city of Beaufort is located on the Beaufort River, which is also the Intracoastal Waterway. The Beaufort River flows into Port Royal Sound.

Bluffton is located between Beaufort and Hilton Head and the primary traffic artery in this area is Highway 278, which is the only access to Hilton Head. This area has exploded with residential and commercial growth over the last decade and this growth is expected to continue in the foreseeable future expanding northward along Highway 278 towards the intersection with Interstate 95.

Hilton Head Island is located just south of the City of Beaufort on Port Royal Sound and the Atlantic Ocean. It is an internationally known resort and convention center. The island has numerous championship golf courses and is the home of the MCI Heritage Golf Classic every spring.

Immediate Area Description

The Sea Islands include more than 60 small islands, with the primary inhabited ones connected by bridge and a few reachable only by boat. To the east of the City of Beaufort are the islands of Lady's, Coosaw, Judge, Cat, Cane, Gibbs, St. Helena, Dataw, Distant, Harbor, Hunting and Fripp. These are a mixture of residential and resort areas, with Harbor, Dataw and Fripp being gated communities made up of residential property and resort rentals, some of which are situated along world-class golf courses. Callawassie and Spring Islands are south of the Broad River in Beaufort County and are private golf communities. Bull Point and Bray's Island are in the northwest portion of the county and also are private communities. Port Royal Island, home to the City of Beaufort, and Hilton Head Island are also considered Sea Islands.

The subject is located in the Laurel Bay area of Beaufort in the immediate area of the Beaufort Marine Air Base. The base is located on the east side of Hwy 21 while the subject and general Laurel Bay area is on the west side. This area is generally more of a semi-rural area being the approximate northern boundary of the main Beaufort area. While there are numerous residential properties throughout the Laurel Bay area, there are also some light industrial uses and a few churches in the area. There is also a Food Lion anchored retail center that is the only shopping center in the immediate area with most other commercial services provided in the more central Beaufort area.

The intersection of Highways 21 and 170 is one of the busiest intersections in the Beaufort area as both roads are primary traffic arteries. This intersection was recently redesigned as part of the Boundary Street Redevelopment project and has improved traffic flow. Many properties along Boundary Street have had their access reduced as a result of the project and median construction, which negatively affects those properties. This is one of the busiest intersections in the Beaufort area as both roads are primary traffic arteries. The primary development at this intersection is Beaufort Plaza, which is an older shopping center that was recently updated to include construction of a new free-standing Publix as well as new outparcels that are currently being developed. It is our understanding that tenants on the outparcels will include an urgent-care medical practice and a Chipotle restaurant. Other uses in the area of this intersection include a bank, Wal-greens, Chic-fil-a, and other fast-food restaurants and primary retail users including a new Wendy's restaurant that was completed in 2022.

Extending south down Hwy 170 from this location is the intersection of Hwy 170 and Parris Island Gateway. The corridor between the two busy intersections has also experienced significant new development over the last few years. There have been new retail developments constructed along Hwy



170 on the out parcels of Lowes, as well as other free-standing locations. There are also some other new commercial developments underway including a new Longhorns Steakhouse restaurant, Aspen Dental, a new car wash facility, new Verizon retail store, and several other properties.

There is also a new large retail development that is mostly complete at the southwest quadrant of Hwy 170 and Parris Island Gateway that is known as Beaufort Station. This is a 200,000+ SF regional retail center developed by The Morgan Companies and tenants include Aldi, Hobby Lobby, Ross, Ulta, Old Navy, Pet Smart, TJ Maxx and Home Goods. The following is a conceptual layout of this new retail center.



Another area of new commercial development is the southwest quadrant of the intersection of Trask Parkway (Hwy 21) and Parris Island Gateway. This area used to be a mobile home park, but has been redeveloped over the last few years and is now comprised of a commercial development home to two hotels (Tru by Hilton and Home2 Suites by Hilton), a sub sandwich business, a second retail building that is currently vacant, and a new Refuel convenience store that will open in the immediate future. This development enjoys desirable exposure to Hwy 21 along with a curb cut access from this road, as well as secondary access from County Shed Road to the south.

The economic outlook for the county and the various municipalities is good in comparison to other areas in the region. Growth in this area has been strong over the last twenty years, and this trend is expected to continue when economic conditions and market activity stabilize. Beaufort County and its municipalities have the benefit of a diverse economy including a fast growing tourism industry and a strong military presence. The educational and medical facilities in the area are of good quality.



Current Events & Economic Factors

The pandemic from COVID-19 is well understood at this point, and most areas in the country have moved to the endemic phase. Many states reopened some, if not all, sectors of the economy and society at various points of the summer of 2020. These "re-openings" often came with an increase in infections in several southern states including South Carolina. Several states experienced a "summer spike" in cases, but the number of new daily cases in South Carolina began to decline in late-Summer and early-Fall of 2020. Locally, schools reopened to in-person learning at the beginning of September 2020 with most schools having a limited percentage of students. The reopening of schools was relatively without incident and many schools were able to gradually increase in-person populations, although there were some short "spike" periods. The 2021-2022 school year operated under normal in-person school populations with occasional periods of "virtual learning" in specific schools in the Fall of 2021 based on school-specific cases. The mask mandate was lifted for public schools in late winter, early spring. Today, most businesses are operating normally with no mask mandates and many companies have returned to regular in-office work operations. There are some companies that have allowed some employees to continue to work remotely if that situation was mutually beneficial.

An important part of the appraisal process is to analyze and consider market conditions. Prior to the pandemic, the overall economy and commercial real estate market in the subject area was positive as discussed in the previous section. The economic shut-down was rather limited in South Carolina, especially compared to other areas of the country. This allowed many businesses to remain solvent and recoup losses with the aid of the Federal assistance programs.

We have interviewed several commercial brokers and property managers in the coastal region of South Carolina and they all indicated that there is minimal evidence pointing to significant impacts from the pandemic and economic shutdown on the overall real estate market. Several parties indicated that this area is accustomed to dealing with short-term interruptions in economic activity due to tropical storms and hurricanes during the fall. There were some closures of local businesses including restaurants, retail shops and offices; however there has not been a wide-spread negative effect on the market that was observable.

Like the commercial market, the residential market has also remained relatively strong and active during the pandemic. Some residential brokers interviewed actually indicated that they believe the pandemic increased interest and activity in the Coastal Area of South Carolina as more people from the North and Midwest, which has already been a primary pipeline of people moving to the area, are looking to move to the southeast. The residential brokers indicated that they have seen no signs of negative influence on the market from the pandemic. In fact, in many market areas along the coast new listings are often receiving multiple offers and selling for above list prices.

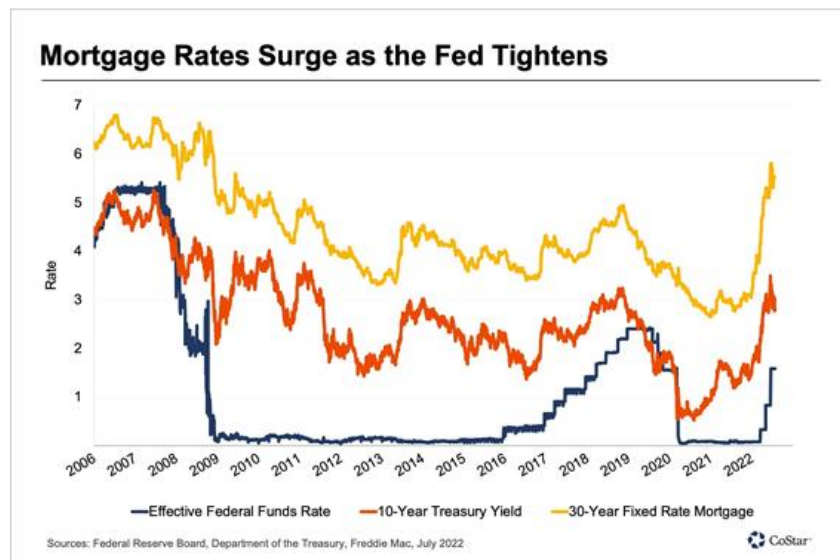
One of the primary issues that warranted monitoring in the local commercial real estate market was the number of businesses that were forced to close permanently as a result of the pandemic and the economic shutdown. The decrease in business activity and income made it difficult for many businesses to pay their rent or mortgages, but many landlords worked with their respective tenants and deferred or even provided rent abatements. This is where the assistance from the federal and state governments has played a significant role in determining whether these businesses could survive the pandemic and allow a quick return to normal conditions. Many brokers reported that market activity continued throughout the pandemic and there is a general sense that the effects of the shutdown are in the past.

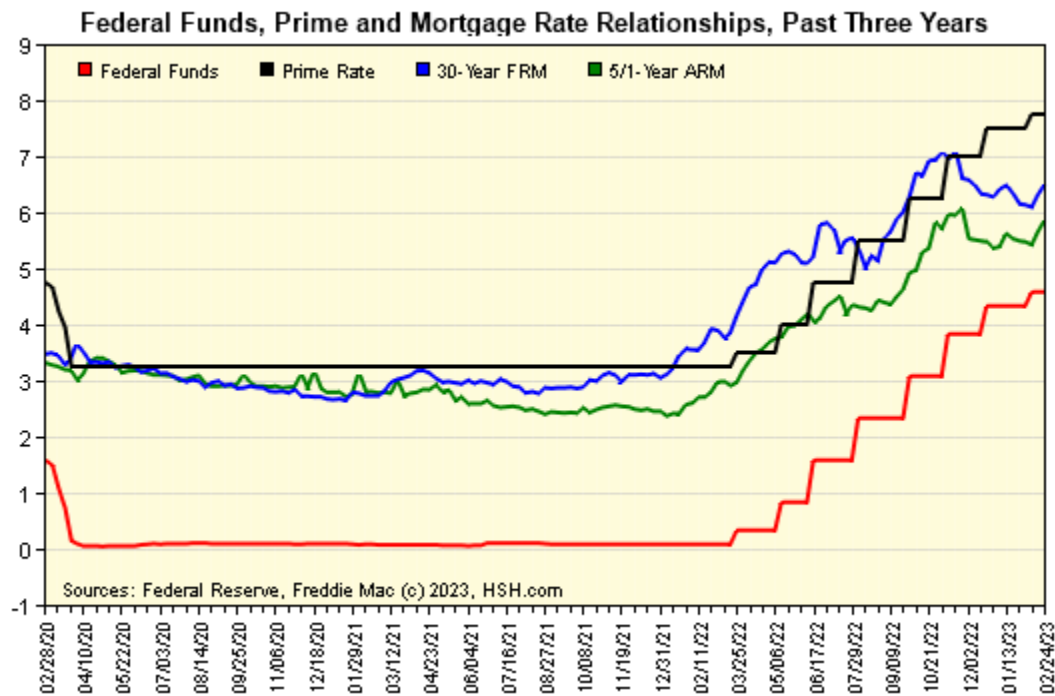


There has been significant market activity over the last year including new retail tenants signing leases which is a very positive sign for the market.

Finally, the ultimate cost of federal stimulus and the impact on the overall economy and interest rates following the pandemic is now known. Although interest rates continue to remain at attractive levels historically speaking, they are higher now as the "Fed" attempts to mitigate the significant inflation the economy is experienced. The recent interest rate increases have increased the cost of borrowing. That said, another positive factor for the local market is that the growth in commercial services generally lags behind the growth in the residential market, and the area continues to absorb significant levels of new residential homes and demand.

The effect on mortgage rates for borrowers is not directly tied to the rate increases by the "Fed"; however, these increases and many of the factors resulting in the rate increases often result in increasing mortgage rates. The chart below illustrates how 30-Year fixed mortgage rates have historically been more directly correlated with the 10-Year treasury yield rather than the Fed Fund Rate.



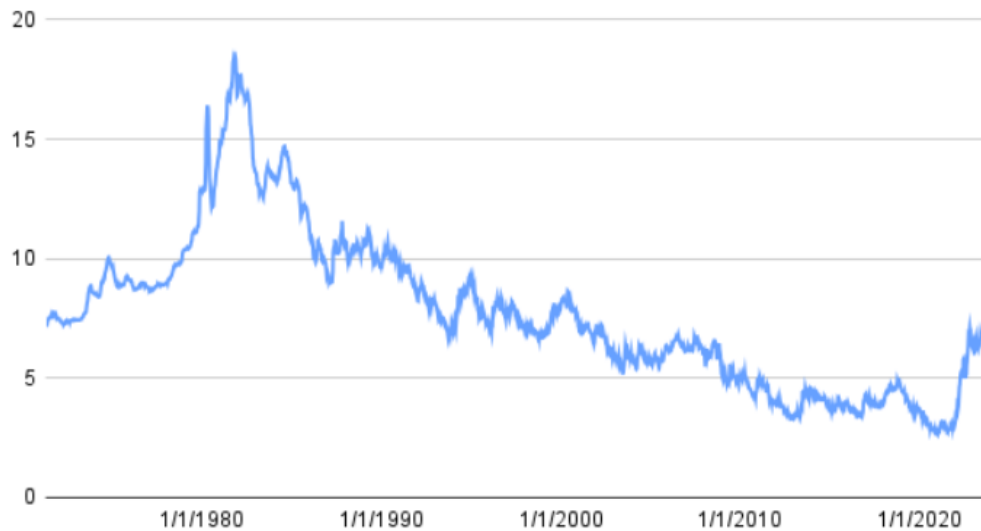


Based on our interviews with local bankers, rates increased during Q4 2022, but have gradually decreased over the last few months. Even at current rates, they are still historically low. The charts below show the more recent trends of 30-year mortgage rates as well as the historical rate trend.





Historical 30-Year Mortgage Rates: 1971-2024



Theoretically, increasing mortgage rates would result in increasing overall capitalization rates in most commercial market segments. However, our interviews with local commercial brokers indicate that many investors are still willing to purchase at aggressive cap rates in line with what the market has been experiencing in the recent past in the larger market areas. This is due in part to some expectation that the rate increases will be short-term, as well as the strong demand to invest in the area with the significant growth over the last several years. While there is always uncertainty and risk in the economy and real estate market, and conditions can change rapidly, for now there remains significant market demand in many areas along the coast of South Carolina.

It is also important to consider that it was widely anticipated for the FED to make a rate cut in September, the first reduction since the rate increases made to combat inflation. The anticipated rate cut was projected by many to about 25 basis points, but ultimately the FED made a cut of 50 basis points. Furthermore, the FED had signaled likely cuts to continue over the next several months, including another reduction of 25 basis points in November and again in December. While this is a positive sign for interest rates over the next year, there is new skepticism about how many rates cuts will occur in 2025 based on the most recent comments from the FED.

As shown in the following table, there were 11 rate increases from March 2022 through July 2023. The recent rate cut in September is the first, with more to come in the future, although the timing and severity of any future rate decreases remains uncertain. As noted above, most analysts anticipated the rate reduction in September to be 25 basis points with the FED taking a gradual approach on reductions. The anticipation for the rate cut reportedly already influenced many market participants and their respective decisions regarding investment purchases. With the actual rate cut being higher, and the signaling of additional cuts to come, there is anticipation for a gradual decline in mortgage rates, which is expected to bolster the strong demand for residential properties in the market area as well as commercial properties.



Fed Rate Hikes 2022-2023: Taming Inflation

FOMC Meeting Date	Rate Change (bps)	Federal Funds Rate
July 26, 2023	+25	5.25% to 5.50%
May 3, 2023	+25	5.00% to 5.25%
March 22, 2023	+25	4.75% to 5.00%
Feb 1, 2023	+25	4.50% to 4.75%
Dec 14, 2022	+50	4.25% to 4.50%
Nov 2, 2022	+75	3.75% to 4.00%
Sept 21, 2022	+75	3.00% to 3.25%
July 27, 2022	+75	2.25% to 2.50%
June 16, 2022	+75	1.50% to 1.75%
May 5, 2022	+50	0.75% to 1.00%
March 17, 2022	+25	0.25% to 0.50%

Finally, it is also imperative to acknowledge the current economic environment including the ongoing concern over tariffs being implemented by the new administration, and the potential impacts that could arise. As of the time of this writing, the tariff situation is rather fluid and has the potential to change on any given day. Our on-going interviews with commercial brokers in the coastal South Carolina markets indicate that market participants are definitely paying attention to everything happening, but there is not any strong indications of market participants pulling back from commercial real estate investments and opportunities at this time.



Property Description

The subject is comprised of 18 lots located in the Beaufort Commerce Park on the west side of Parker Drive in the northwest quadrant of the intersection with Bay Pines Road. The information for the lots was taken from the conceptual master plan provided by the client as the lots have not yet been legally subdivided and are portions of larger parent parcels. The following chart summarizes the size and general features (corner site, at entrance, etc.) of each lot.

Lot #	Size AC)	Type
A	7.12	Entrance
B	6.64	Entrance
C	5.10	Interior
D	5.25	Corner
E	5.48	Interior
F	5.01	Interior
G	5.92	Corner
H	4.46	Interior
I	5.91	Interior
J	4.59	Int-Wetlands
O	5.49	Soft Corner
P	5.41	Int-Wetlands
Q	3.65	Interior
R	3.53	Interior
S	5.17	Interior
T	3.88	Interior
U	3.88	Interior
Z	4.86	Interior
Total	91.35	
Average	5.08	

As shown above, the total site area of the 18 lots is 91.35 acres with an average lot size of about 5.08 acres. Lots A and B are located at an entrance to the park from Parker Drive and each lot also has a drainage retention pond along the eastern boundary close to the frontage on Parker Drive. These lots would reasonably command price premiums due to their location at the entrance to the park and visibility from Parker Drive. Lots D and G are corner sites that would also likely command a slight premium over typical interior lots. Lot O while not an actual corner lot, does benefit from elongated frontage and would have many benefits of a corner site.

Based on the conceptual plan provided, there appears to be an extensive amount of wetlands on Lot P effectively rendering the site only useful to an adjacent property, either Lot D or Q. Lot J also has a significant wetland area transversing the width of the lot, but not encumbering the majority of the site like Lot P. These factors were considered in the reconciliation of reasonable retail prices for the respective lots later in this report.



Utilities & Services

Lots within Beaufort Commerce Park are serviced by 10", 12" and 16" water lines, 8" gravity sewer line, 2" and 4" natural gas lines, and high-speed fiber optics.

Flood Zone Data

Flood Map Panel/Number: 45013C0135G

Flood Map Date: 03-23-2021

Flood Zone: Zone X (Unshaded)

Flood zone information was acquired from the FEMA website. Final determination of flood zone and elevation of the properties should be determined in a survey.

Zoning Designation

Zoning Jurisdiction: City of Beaufort

Zoning Classification: LI, Light Industrial

Zoning Comments: The LI district permits office, manufacturing, industrial, and warehousing uses, as well as their supporting uses. Moderate to high intensities are permitted to achieve maximum land utilization that will also accommodate small businesses and start-up or incubator businesses. It also allows for larger industrial parks where appropriate.

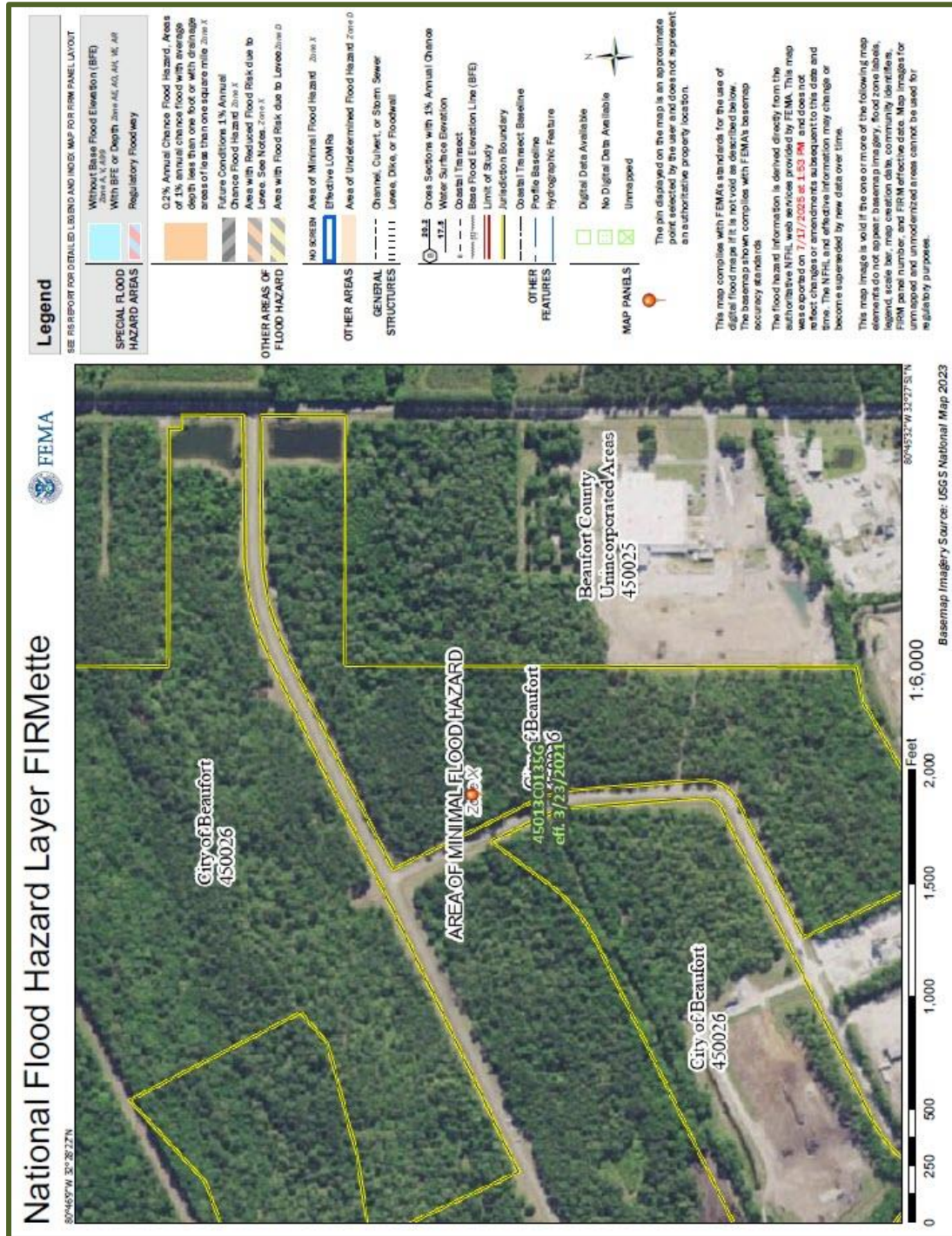


CONCEPTUAL LOT PLAN





FLOOD MAP





This map shows a residential area with several streets and numerous lots. The streets include Schork Rd, Schein Loop, Schwartz Rd, Bay Pines Rd, and Parker Dr. Lot numbers are distributed across the map, with some areas marked 'LI' or 'LPUD'. The map is oriented with North at the top.

Streets shown include:

- Schork Rd
- Schein Loop
- Schwartz Rd
- Bay Pines Rd
- Parker Dr
- Pinewood Cir
- Quail Dr

Lot numbers visible include: 101, 89, 74, 7474, 74, 73, 51, 48, 45, 25, 11V, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30, 12, 43, 25, 116, 112, 110, 112, 112, 126, 122, 118, 8, 7, 130, 140, 158, 4306, 4310, 4312, 4432, 4430, 4316, 4320, 4317, 4319, 4318, 4323, 4322, 4326, 4329, 4333, 9, 101, 86, 118, 123, 90, 73, 66, 44, 25, 10, 26, 224, 7, 45, 62, 72, 302, 57, 39, 50, 38, 30

Subject Photos



Entrance to Park



Typical View of Lot



Typical Road in Development



New Construction Underway in Development



Assessment and Tax Data

Assessment Methodology

Property taxes are based upon an appraisal of the property prepared by the Beaufort County Tax Assessor's Office. An appraisal is conducted every five years on properties located within Beaufort County and the values are in theory appraised at 100% of market value. This is commonly known as an "equalization" program.

In November 2006, South Carolina voters approved a Constitutional Amendment changing the State's ad valorem tax system. Under the new Law, a property's tax appraisal will increase no more than 3% per year or 15% during each 5 year Equalization cycle, unless there is transferable interest. A transferable interest includes sales, gifts, inheritance, and long term leases (those in excess of 20 years). The acronym used by the Assessor is "Asset Transferable Interest" (ATI).

When any property encounters an ATI, the Assessor is required to re-appraise it at market value for the following tax year. This method of real estate taxation has created property tax appraisal inequities between ATI and non-ATI properties and this inequity has caused inequitable property taxes for like properties.

It is important to understand current legislation caps increases from the previous equalization program to a maximum of 3% per year or 15% over the 5 year equalization cycle. So unless there is a physical change to a property or it is a new parcel or new construction, future increases are capped at 3% per year maximum. Because of this, taxable value can be based upon "capped values" which are less than the Assessor's market value property tax appraisal at the time of equalization.

In 2012, the law was amended to exempt property taxes due on the first 25% of any increase in property tax re-appraisal as a result of an ATI. This exemption only applies to properties that are taxed at a 6% assessment ratio. It is important any purchaser understands that to obtain this exemption they must submit a request in writing to the Assessor between January 1 and January 30 of the tax year following the ATI. If written request is not made or is submitted after January 30, there will be no exemption.

Also, the exemption cannot result in a reduction in the property tax that is less than the property tax due under the prior year market value tax appraisal (not the cap value). Therefore, if the market value re-appraisal is greater than the prior market value appraisal when an ATI occurs, property tax will not change unless the new value is greater than 25% of the prior value.

At the same time, if an ATI occurs and market value at the time of the ATI is less than the current Assessor's market value appraisal, property taxes will likely decrease in the following tax year.

This tax system has been in place for a sufficient amount of time that buyers and sellers understand the effects of an ATI. This appraisal is made assuming a buyer would anticipate an ATI.



Assessed Values and Property Taxes

The conceptual lots have not been legally subdivided and the parent tracts comprising the lot areas are appraised and assessed as larger tracts for tax purposes. Therefore, specific tax information for those parent parcels is superfluous to this report, but we have considered the general range of taxes for land parcels in the park ranging from about \$16.00 to \$20.00 per acre based on 2024 tax information. This would suggest an estimated tax of about \$100 for an average 5.08 acres lot.



Highest and Best Use

The Highest and Best Use of a property is the use that is legally permissible, physically possible, and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Analysis of Highest and Best Use As If Vacant

The primary determinants of the highest and best use of the property as if vacant are the issues of (1) Legal permissibility, (2) Physical possibility, (3) Financial feasibility, and (4) Maximum productivity.

Legally Permissible

The subject site is zoned LI, Light Industrial which controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject property, providing for a consistency of use with the general neighborhood. The location of the subject property is appropriate for the uses allowed, as noted previously, and a change in zoning is unlikely. There are no known easements, encroachments, covenants or other use restrictions that would unduly limit or impede development.

Physically Possible

The physical attributes allow for a number of potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. There are no items of a physical nature that would materially limit appropriate and likely development.

Financially Feasible

The probable use of the site for industrial development conforms to the pattern of land use in the market area. A review of published yield, rental and occupancy rates suggest that there is a balanced supply and demand is sufficient to support construction costs and ensure timely absorption of additional inventory in this market. Therefore, near-term speculative development of the subject site is financially feasible.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is for industrial use.

Conclusion of Highest and Best Use As If Vacant

The conclusion of the highest and best use as if vacant is for industrial use.



DCF Analysis

A discounted cash flow model was used to estimate the market value of the lots assuming that they were sold to a single purchaser in a single transaction. The general steps for this process are as follows:

1. The retail price of each lot is estimated.
2. The sum of lot prices is the gross potential sales price of the development.
3. Holding costs and selling expenses are deducted from gross potential sales price to obtain net income from sales.
4. Net income from sales is discounted to present value over a reasonable absorption period.
5. The sum of annual present value calculations is the estimated market value of the development to a single purchaser in a single transaction.

This method is typically considered when a developer has a large number of lots in a development that will be sold over the absorption period. In this type of analysis, it is necessary to consider commissions, marketing costs, closing expenses and other items involved in the sale of the lots in addition to profit and holding costs.

Gross Potential Retail Sales

As previously discussed, there are 18 conceptual lots in the development remaining to be sold. In order to estimate the retail prices for the respective lots, we have considered comparable sale data from the immediate subject area. This information is presented in the following chart.

Comp #	1	2	3	4	5
Address	Tract 2 - 134 Parker Drive	S/E Side Bay Pines Road	Lot AA Beaufort	45 Schein Loop	74 Schein Loop
DMP#	R100-020-000-0303-0000	R100-024-000-032A-0000	R120-024-000-0452-0000	R120-024-000-0407-0000	R120-024-000-0450-0000
Price	\$460,000	\$260,000	\$310,000	\$45,000	\$118,400
Sale Date	04/17/25	10/26/22	12/07/23	08/19/21	04/19/21
Size (AC)	14.77	3.70	7.75	3.00	5.92
\$/AC	\$31,144	\$70,270	\$40,000	\$15,000	\$20,000
Adjustments					
Time	\$0	\$0	\$0	\$0	\$0
Location	\$0	-\$7,027	\$0	\$0	\$0
Size	\$4,672	-\$3,514	\$2,000	-\$750	\$0
Net Adjustment	\$4,672	-\$10,541	\$2,000	-\$750	\$0
Indication	\$35,816	\$59,730	\$42,000	\$14,250	\$20,000

In this analysis, we have not allowed for an adjustment for market conditions given the limited market data available for vacant industrial sites in this market. However, the timing of the sales will be considered in the reconciliation of reasonable retail prices for the subject lots.



Sale 2 is located directly on Bay Pines Road and this is more desirable in location than a typical interior subject lot. Therefore we allowed for a negative 10% adjustment for location. Sale 1 also has frontage on a more heavily traveled road in Parker Drive; however, this frontage is limited with the majority of the site area located behind the remainder of the parent parcel from which it was subdivided. Therefore no adjustment was necessary to Sale 1 for location. Sales 3, 4 and 5 are within the subject development and no adjustments for location were made.

We also allowed reasonable size adjustments as larger parcels typically sell for a lower price per acre and smaller parcels at a higher price per acre.

As shown above, the sales comparable data results in a significantly large range, larger than typically desired in these types of analyses. This is primarily due to the limited availability of recent sales data. The higher indications are from the most recent sales, and the lower indications are from the older sales within the development, and it is typical for some initial sales in a development that is just coming to market, or re-emerging to the market like the subject, to be discounted to facilitate development and market momentum.

Considering these factors and based on the above analysis, we estimated a reasonable sales price for typical interior lots of **\$40,000/AC**, consistent with the current marketing prices.

Using a base price of \$40,000/AC for a typical interior lot, we have estimated the retail price for each of the 18 lots as summarized in the following chart, with appropriate premiums or discounts for corner influence, location at the entrance, and wetlands that may be on the lots.

Estimated Retail Prices					
Lot #	Size AC)	Type	\$/AC	Price	Rounded
A	7.12	Entrance	\$55,000	\$391,600	\$390,000
B	6.64	Entrance	\$55,000	\$365,200	\$365,000
C	5.10	Interior	\$40,000	\$204,000	\$205,000
D	5.25	Corner	\$45,000	\$236,250	\$235,000
E	5.48	Interior	\$40,000	\$219,200	\$220,000
F	5.01	Interior	\$40,000	\$200,400	\$200,000
G	5.92	Corner	\$45,000	\$266,400	\$265,000
H	4.46	Interior	\$40,000	\$178,400	\$180,000
I	5.91	Interior	\$40,000	\$236,400	\$235,000
J	4.59	Int-Wetlands	\$20,000	\$91,800	\$90,000
O	5.49	Soft Corner	\$45,000	\$247,050	\$245,000
P	5.41	Int-Wetlands	\$10,000	\$54,100	\$55,000
Q	3.65	Interior	\$40,000	\$146,000	\$145,000
R	3.53	Interior	\$40,000	\$141,200	\$140,000
S	5.17	Interior	\$40,000	\$206,800	\$205,000
T	3.88	Interior	\$40,000	\$155,200	\$155,000
U	3.88	Interior	\$40,000	\$155,200	\$155,000
Z	4.86	Interior	\$40,000	\$194,400	\$195,000
Total	91.35			Total	\$3,680,000
Average	5.08			Average	\$204,444



Absorption

In order to estimate a reasonable absorption period for the proposed lots, we have considered the relatively slow sale of lots in the development over the last few years, along with the economic conditions during this period. Another factor that warrants consideration is the increased demand in neighboring Hardeeville as growth from Savannah has crossed into that area, and the Riverport development has experienced an increase in activity over the last few years. The Beaufort area is positioned between two main port cities in Savannah and Charleston, and the growth in industrial demands and properties in these areas is anticipated to continue to increase the demand in the subject market area, along with the overall growth of Beaufort.

Considering the above information, it is reasonable to assume that an average of 3 lots could be absorbed in a year, or a total absorption period of 6 years for all 18 lots.

Appreciation

The subject development is well located and is expected to grow in market acceptance and demand in the near future. We have allowed for a 2% annual increase in the average lot prices over the absorption period.

Property Taxes

The property owner will be responsible for the taxes on the unsold lots during the absorption period. The property taxes were discussed in a previous section, and we have estimated the taxes for an average lot at \$100 per year in this analysis.

Real Estate Commissions

We have allowed for a commission expense for the lots when they are sold in the absorption analysis at a rate of 5% of the sales price.

Miscellaneous Expense

We have also made an allowance of 0.5% of retail sales prices for miscellaneous expenses that might be incurred during the absorption or holding period including closing costs.

Profit

In this analysis, the profit should reflect the second half of the development, which is effectively overseeing the sale of the completed lots. In our analyses, we have used data from RealtyRates.com to support a reconciled discount rate for this analysis, and these discount rates are inclusive of profit. Therefore we have not made a separate line-item allowance for profit in this analysis.

Discount Rate

Typically a discount rate is applied to the projected annual cash flows in the analysis to account for the time value of money, and the risks inherent in a specific development or projected series of cash flows. In some instances, the allowance for profit is also considered as part of the discount rate as discussed above, which is the case with the subject. As noted above, the entitlement and construction phases of developments are typically the more risky parts of the process. We have considered data from *RealtyRates.com Developer Survey, 1st Quarter 2025*, which is a national commercial real estate data source. This information is presented in the following chart, and the reader is reminded that these rates are inclusive of profit.



Southeast - AL, GA, KY, LA, MS, NC, SC, TN

RealtyRates.com DEVELOPER SURVEY - 1st Quarter 2025*						
Southeast - Subdivisions & PUDs						
	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
Site-Built Residential	14.92%	32.49%	21.99%	14.32%	31.19%	21.11%
-100 Units	14.92%	28.01%	21.03%	14.32%	26.89%	20.19%
100-500 Units	15.29%	30.81%	22.13%	14.68%	29.57%	21.24%
500+ Units	15.66%	32.21%	22.50%	15.04%	30.92%	21.60%
Mixed Use	16.04%	32.49%	22.32%	15.39%	31.19%	21.43%
Manufactured Housing	15.38%	35.45%	23.58%	14.77%	34.03%	22.64%
-100 Units	15.38%	30.82%	22.64%	14.77%	29.59%	21.74%
100-500 Units	15.77%	33.91%	23.84%	15.14%	32.55%	22.89%
500+ Units	16.15%	35.45%	24.25%	15.50%	34.03%	23.28%
Business Parks	15.34%	33.90%	22.86%	14.73%	32.54%	21.95%
-100 Acres	15.34%	29.48%	21.96%	14.73%	28.30%	21.08%
100-500 Acres	15.73%	32.42%	23.11%	15.10%	31.13%	22.19%
500+ Acres	16.11%	33.90%	23.50%	15.47%	32.54%	22.56%
Industrial Parks	15.43%	28.64%	20.53%	14.81%	27.50%	19.71%
-100 Acres	15.43%	24.91%	19.76%	14.81%	23.91%	18.97%
100-500 Acres	15.81%	27.40%	20.74%	15.18%	26.30%	19.91%
500+ Acres	16.20%	28.64%	21.08%	15.55%	27.50%	20.23%

*4th Quarter 2024 Data

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Based on the data above, and considering the characteristics of the subject development, the subject is best reflected at the middle of the range of the regional data. Therefore, we reconciled at a discount rate at the middle of the regional data above, or at 20%.

Exhibits

The DCF model incorporating the above assumptions is presented below. As shown in the DCF chart, the concluded discounted market value is estimated at \$2,002,066, rounded to

\$2,000,000



DCF - SELLOUT ANALYSIS						
19 INDUSTRIAL LOTS - BEAUFORT COMMERCE PARK						
BEAUFORT, SOUTH CAROLINA						
PERIOD	1	2	3	4	5	6
INDUSTRIAL LOTS						
# OF LOT SALES THIS PERIOD	3	3	3	3	3	3
LOT SALES THRU PERIOD	3	6	9	12	15	18
UNSOLD LOTS THRU PERIOD	15	12	9	6	3	0
AVERAGE UNIT PRICE	\$204,444	\$208,533	\$212,704	\$216,958	\$221,297	\$225,723
TOTAL GROSS SALES - IND LOTS	\$613,333	\$625,600	\$638,112	\$650,874	\$663,892	\$677,170
TOTAL GROSS SALES	\$613,333	\$625,600	\$638,112	\$650,874	\$663,892	\$677,170
LESS EXPENSES:						
COMMISSIONS	\$30,667	\$31,280	\$31,906	\$32,544	\$33,195	\$33,858
MISCELLANEOUS EXPENSES	3,067	3,128	3,191	3,254	3,319	3,386
RE TAXES	1,650	1,350	1,050	750	450	150
TOTAL EXPENSES	\$35,383	\$35,758	\$36,146	\$36,548	\$36,964	\$37,394
NET INCOME	\$577,950	\$589,842	\$601,966	\$614,326	\$626,928	\$639,775
DISCOUNT RATE	0.83333	0.69444	0.57870	0.48225	0.40188	0.33490
DISCOUNTED INCOME	\$481,625	\$409,613	\$348,360	\$296,261	\$251,948	\$214,259
DISCOUNTED MARKET VALUE	\$2,002,066					
ROUNDED TO	\$2,000,000					



Reconciliation

Summary of Value Indications

The indicated values from the approaches used and our concluded market values for the subject property are summarized in the following table.

Value Conclusion Summary					
Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date	Indicated Value
Discounted Market Value	As Is	Current	Fee Simple	6/27/2025	\$2,000,000

Our findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- This appraisal is based on the 18 industrial sites as shown on the conceptual master plan and the respective sizes of the lots as indicated in the conceptual master plan.

Hypothetical Conditions:

- None

Exposure Time and Marketing Periods

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, marketing and exposure time estimates of 9 - 12 months and 9 - 12 months, respectively, are considered reasonable and appropriate for the subject property.



General Assumptions and Limiting Conditions

This appraisal is subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Marshland Appraisals, LLC will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Marshland Appraisals, LLC is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.



12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Marshland Appraisals, LLC and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Marshland Appraisals, LLC.
17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.



22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.



28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.



35. You and Marshland Appraisals, LLC both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Marshland Appraisals, LLC and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Marshland Appraisals, LLC or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Marshland Appraisals, LLC for this assignment, and under no circumstances shall any claim for consequential damages be made.
36. Marshland Appraisals, LLC shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Marshland Appraisals, LLC. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Marshland Appraisals, LLC and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Marshland Appraisals, LLC harmless from and against any liability, loss, cost, or expense incurred or suffered by Marshland Appraisals, LLC in such action, regardless of its outcome.
37. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.



Certification – Mark Peterson

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned Mark A. Peterson has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Mark Peterson has personally inspected the subject property.
10. No one provided significant real property appraisal assistance to those signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Mark Peterson completed the continuing education program for Designated Members of the Appraisal Institute.

Mark A. Peterson, MAI
Senior Managing Director
South Carolina Certified General CG 3016
Expires 06/30/2026



Addenda

Qualifications

Mark A. Peterson, MAI **Marshland Appraisals, LLC**

State Certifications

State of South Carolina
License # CG3016

Education

Bachelor of Science
Financial Management
Concentration in Real Estate
Clemson University

Contact Details

843-697-7450

Marshland Appraisals, LLC
919 Lansfaire Drive
Charleston, SC 29414

mark@marshlandapp.com

Membership/Affiliations:

Appraisal Institute - MAI Designation 2004
National Association of Realtors
Charleston Trident Association of Realtors
Beaufort County Association of Realtors
Hilton Head Island MLS

Certifications:

South Carolina

Certified General Appraisal – CG3016

Experience:

Owner / Appraiser

Marshland Appraisals, LLC (January 2019 – Present)

Senior Managing Director

ValbridgePropertyAdvisors|Atlantic Appraisals, LLC (2005 - 2018)

Partner

Atlantic Appraisals, LLC (2005 - 2018)

Associate Appraiser

Atlantic Appraisals, LLC (1997 - 2004)

Special Education

Appraisal Institute:

Courses:

Basic Income Capitalization, April 2000
Advanced Income Capitalization, May 2001
Standards of Professional Practice, Part A, May 2001
Advanced Applications, September 2001
Standards of Professional Practice, Part B, October 2001
Report Writing & Valuation Analysis, June 2002
Highest & Best Use and Market Analysis, August 2002
Advanced Sales Comparison & Cost Approaches, April 2003

Special Education (cont.)

Appraisal Institute:

Seminars:

Appraising High Value and Historic Homes, January 1998
General Demonstration Report Writing, March 2003
National USPAP Update Course, May 2005
Avoiding Liability as a Residential Appraiser, May 2005
National USPAP Update Course, May 2006
New Technologies for the Real Estate Appraiser, April 2007
Condos, Coops, and PUDs, June 2007
Valuation of Wetlands, July 2007
Evaluating Commercial Construction, March 2008
National USPAP Update Course, May 2008
SC Real Property Tax Reform Act of 2006, January 2009
Appraisal Challenges: Declining Markets & Sales Concessions,
January 2009
A Lender's Perspective: The Role of the Appraisal, July 30, 2009
AI Business Practices & Ethics, December, 2009
Spotlight on USPAP: Agreement for Services, January, 2010
National USPAP Update Course, May 2010
Residential Design: The Makings of a Good House, June 2010
Advanced Spreadsheet Modeling for Valuation Applications,
April 2011
Fundamentals of Separating Real Property, Personal Property, and
Valuing Intangible Assets, June 2012
National USPAP Update Course, June 2012 (Online)
Liability Issues for Appraisers Performing Litigation and
Other Non-Lending Work, April 2014
National USPAP Update Course, May 2014
Comparative Analysis, June 2014 (Online)
Subdivision Valuation, June 2014 (Online)
AI Business Practices & Ethics, June, 2014 (Online)
National USPAP Update Course, December 2015
Contract or Effective Rent: Finding the Real Rent, April 2016
Data Verification Methods, June 2016 (Online)
Forecasting Revenue, June 2016 (Online)
Appraising Convenience Stores, June 2016 (Online)
Another View of the Tough One: Mixed-Use Properties,
January 2018
National USPAP Update Course, May 2018
Cool Tools: New Technology for RE Appraisers (Online), June 2018
Using Your HP12C Financial Calculator (Online), June 2018
AI Business Practices & Ethics (Online), June 2018
National USPAP Update Course, December 2019
Comparative Analysis (Online), December 2019
Eminent Domain & Condemnation (Online), September 2020
Cool Tools: New Technology for RE Appraisers (Online), Sept 2020

Special Education (cont.)

Appraisal Institute:

Seminars:

Appraiser's Guide to Expert Witnessing (Online), June 2022

Expand Your Practice: Arbitration Do's and Don'ts (Online),
June 2022

Using Your HP12C Financial Calculator (Online), June 2022

National USPAP Update Course (Online), June 2022

Fundamentals of Apartment Appraising (Online), June 2024

Rapid Response: Market Analysis in Volatile Markets (Online),
June 2024

Small Hotel / Motel Valuation (Online), June 2024

National USPAP Update Course (Online), June 2024

Copy of Certification



NEW INDUSTRIAL PARK

Beaufort Commerce Park

US Highway 21 and SC Highway 116
Beaufort, SC 29906

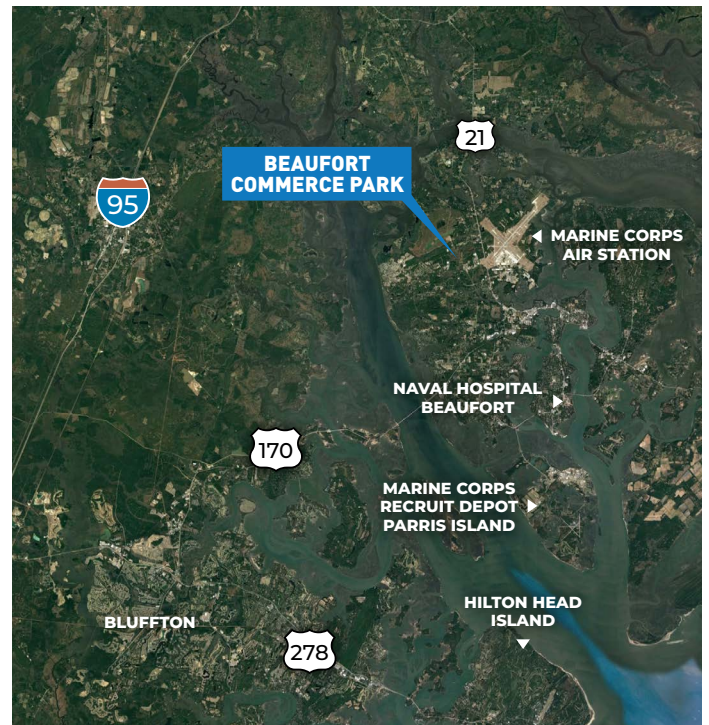


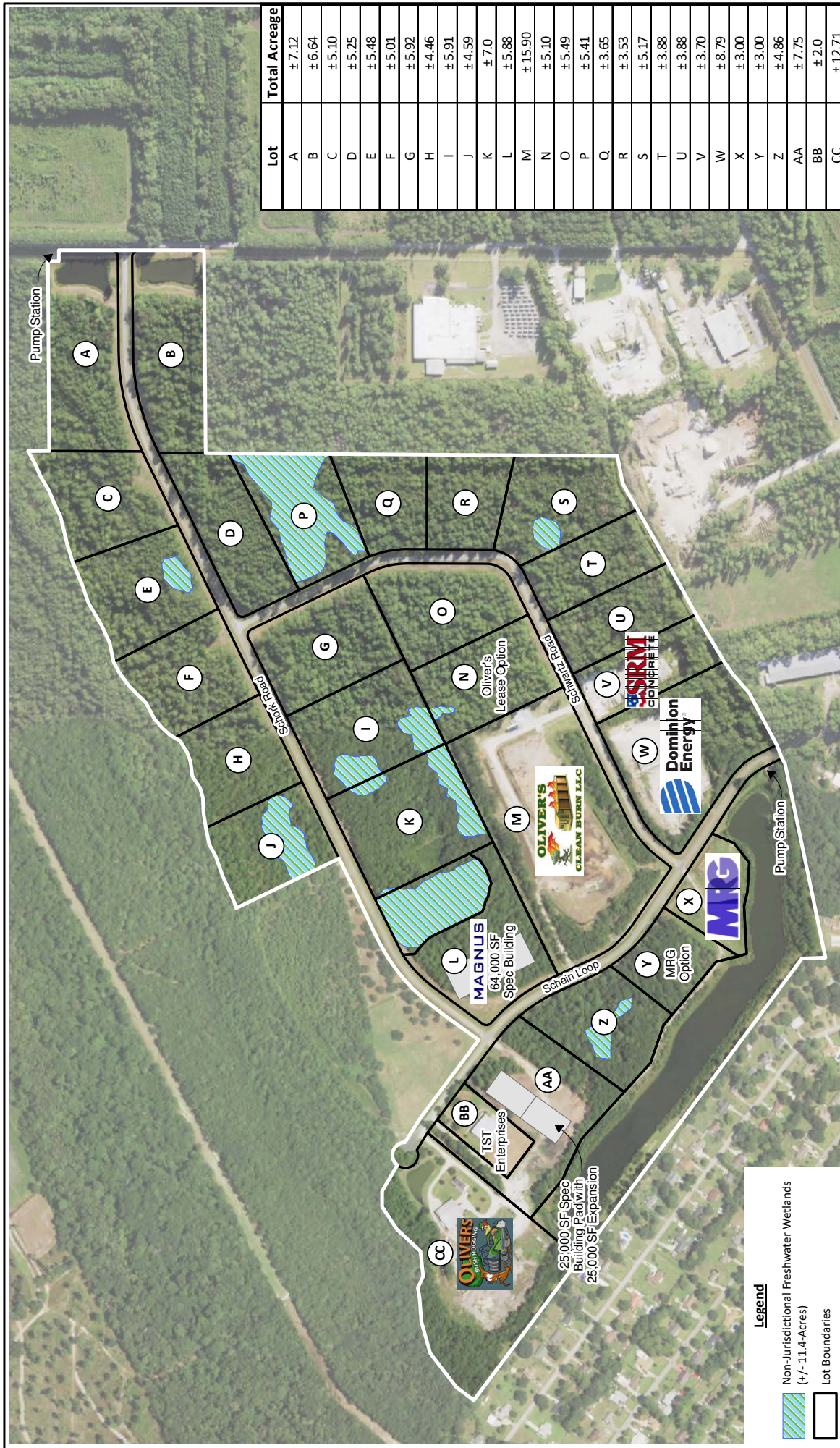
199-acre industrial development just 2 miles from the Marine Corps Air Station in Beaufort, SC

- ▶ Located directly off U.S. Hwy 21 with 4-lane access to Interstate-95
- ▶ 40 minutes from the Port of Savannah and 65 minutes from the Port of Charleston.
- ▶ Close to the aerospace hubs of Charleston, SC and Savannah, GA
- ▶ Reliable utility service at competitive rates
- ▶ Priced at \$40,000/acre, negotiable based upon job creation and investment

DUE DILIGENCE COMPLETED:

- Cultural Resource Identification Survey
- Boundary Survey
- Protected Species Assessment
- Preliminary Geotechnical Exploration
- Phase 1 Environmental Protection Agency
- Site Assessment
- Topographical Survey
- Wetlands Delineation

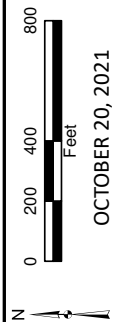




Lot	Total Acreage
A	± 7.12
B	± 6.64
C	± 5.10
D	± 5.25
E	± 5.48
F	± 5.01
G	± 5.92
H	± 4.46
I	± 5.91
J	± 4.59
K	± 7.0
L	± 5.88
M	± 15.90
N	± 5.10
O	± 5.49
P	± 5.41
Q	± 3.65
R	± 3.53
S	± 5.17
T	± 3.88
U	± 3.88
V	± 3.70
W	± 8.79
X	± 3.00
Y	± 3.00
Z	± 4.86
AA	± 7.75
BB	± 2.0
CC	± 12.71

Legend

- Non-Jurisdictional Freshwater Wetlands (+/- 11.4-Acres)
- Lot Boundaries



MASTER CONCEPTUAL PLAN
FOR THE BEAUFORT COMMERCE PARK
BEAUFORT, SOUTH CAROLINA

OCTOBER 20, 2021



COMPANIES NEARBY

US Marine Corp
Lockheed Martin
Gulfstream
Geismar
Flint Group
Geismar
Harris Pillow
Greenline Industries, Inc.

UTILITIES ON SITE:

-  10", 12" & 16" water lines
-  8" sewer line (gravity)
-  2" & 4" natural gas
-  Hi-Speed Fiber

WITHIN 45 MINUTES:

- Population: 208,902
- Workforce: 99,410
- 800 exiting military / year
- Median Age: 42

SCHORK ROAD

PARKER DRIVE



DEMOGRAPHIC SNAPSHOT

DRIVE TIME	POPULATION	WORKFORCE
30 minutes	66,134	31,865
45 minutes	154,457	78,987
60 minutes	325,131	177,344

Source: ESRI, June 2025

DRIVE TIMES FROM SITE

Interstate-95:	20 minutes
Port of Savannah:	40 minutes
Port of Charleston:	65 minutes
Savannah Int'l Airport:	40 minutes
Charleston Int'l Airport:	65 minutes
Hilton Head Airport:	35 minutes



KELLI BRUNSON
Sr. Project Manager

BEAUFORT COUNTY, SOUTH CAROLINA

Good for your business. Good for your soul.

 kbrunson@thrivebeaufort.org

 (843) 226-3462

 [/company/BeaufortSCEDC](https://www.linkedin.com/company/BeaufortSCEDC)

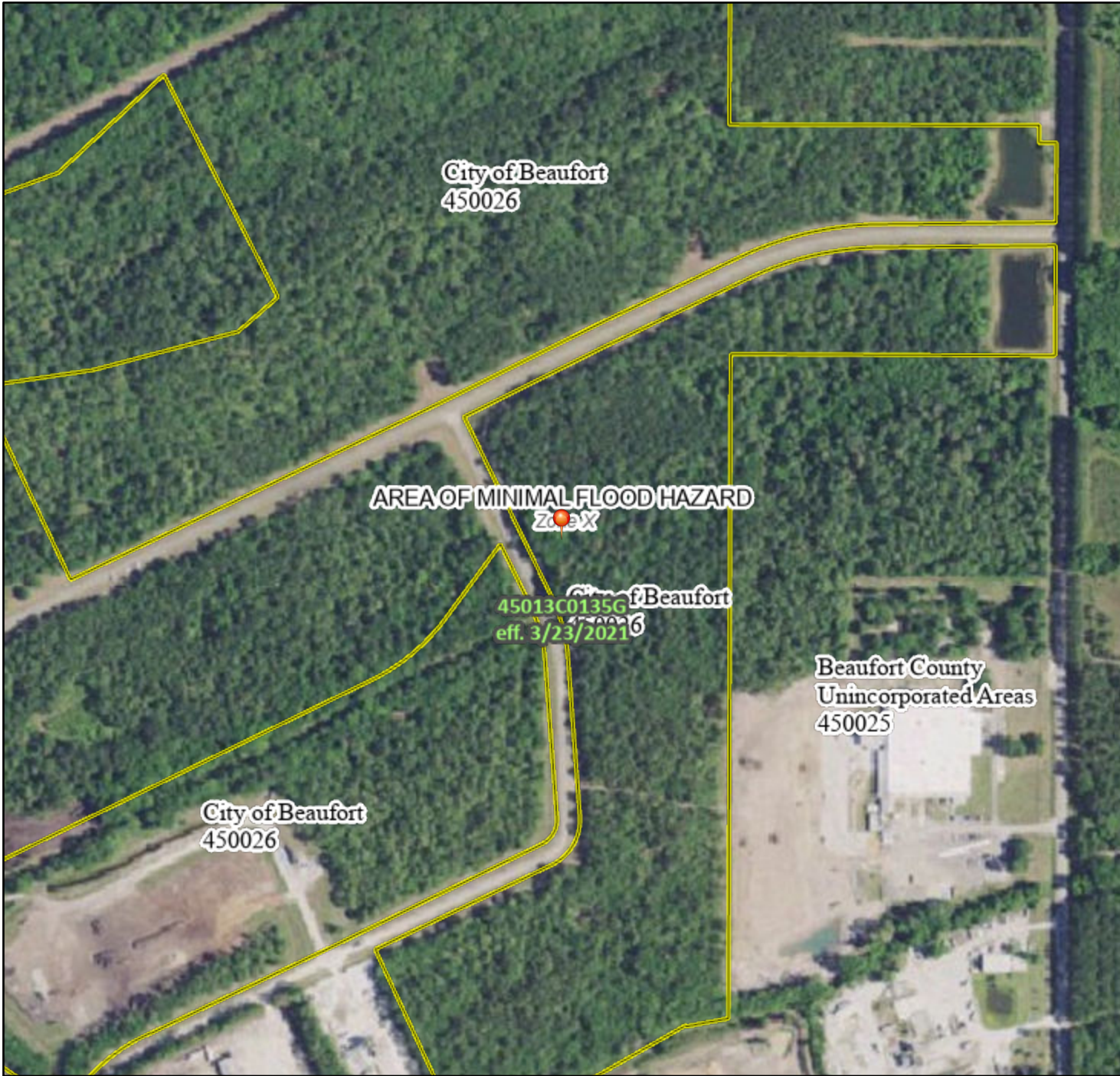
 [/BeaufortSCEDC](https://www.facebook.com/BeaufortSCEDC)



National Flood Hazard Layer FIRMMette



80°46'9"W 32°28'22"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/17/2025 at 1:53 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/04/2026
From: Eric Claussen , Assistant City Manager
Item Name: A resolution of the City Council of the City of Beaufort, South Carolina, prioritizing transportation projects for submittal to Beaufort County's Transportation Advisory Committee in consideration on a 2026 Transportation Sales Tax Referendum
Meeting Date: March 10, 2026
Department: City Managers Office

Background Information:

Introduction:

City Council is asked to consider a resolution that establishes a list of priority projects to the Beaufort County Transportation Advisory Committee (TAC) to be included in the 2026 Transportation Sales Tax Referendum that will be brought to the voters in November. The proposed resolution reflects the prioritized list of projects that were discussed at the January 29th – 30th City Council Retreat. In addition, there are projects included that reflect projects that have been included in the LATS Transportation Improvement Program (TIP).

Background:

1. Beaufort County Council has established a Transportation Advisory Committee (TAC) to develop a proposed list of transportation projects for consideration as part of a potential countywide Transportation Sales Tax Referendum. The TAC is conducting outreach meetings with each municipality to identify transportation priorities early in the process and has requested project submissions within three categories: (1) widening projects, (2) safety and intersection improvements, and (3) resurfacing and dirt road paving projects.

The City of Beaufort is scheduled to present its priorities to the TAC on March 18, 2026. Resolution 2026-04 formally adopts and prioritizes the following projects for submission:

- **Ribaut Road Corridor Improvements** (Safety & Intersection Improvements)
- **Boundary Street Bypass** (Widening Project)

- **Salem Road Improvements** (Safety & Intersection Improvements)
- **Citywide Lighting Improvements** (Safety & Intersection Improvements)
- **Traffic Signal Additions & Intersection Improvements**, including:
 - Salem Road & Robert Smalls Parkway
 - Parris Island Gateway & Robert Smalls Parkway
 - Burton Hill Road & Robert Smalls Parkway
 - Sea Island Parkway & Chowan Creek/Eustis Landing Road
 - Lady's Island Drive & Island Causeway/Meridian Road
- **Third Bridge Connection** (Widening Project)
- **Citywide Resurfacing Program** (Resurfacing & Dirt Road Projects)
- **Lady's Island Corridor Improvements** (Safety & Intersection Improvements)
- **SC 170 Multi-Use Pathway / East Coast Greenway** (Safety & Intersection Improvements)

Adoption of this Resolution ensures the City's transportation priorities are formally established by City Council direction and submitted for County consideration as part of the 2026 Transportation Sales Tax program.

Legal Authority:

Section 5-7-30 of South Carolina Code provides that municipalities may enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of the State, including the authority to provide for the public health, safety, and welfare of the municipality.

Staff Recommendation:

1. Staff recommends that City Council adopt the attached resolution establishing a list of priority projects to be submitted to Beaufort County's TAC to be requested in the 2026 Transportation Sales Tax Referendum. The resolution reflects priority projects from the 2027 City Council Retreat held on January 29th and 30th as well as other LATS priority projects within the city limits.

Placed on Agenda For:

Action

Attachments:

1. Resolution 2026-04 Priority Transportation Projects

RESOLUTION 2026/04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUFORT, SOUTH CAROLINA, PRIORITIZING TRANSPORTATION PROJECTS FOR SUBMITTAL TO BEAUFORT COUNTY'S TRANSPORTATION ADVISORY COMMITTEE IN CONSIDERATION ON A 2026 TRANSPORTATION SALES TAX REFERENDUM

WHEREAS, Beaufort County Council has established a Transportation Advisory Committee (TAC) to develop a proposed list of transportation projects for consideration as part of a potential countywide Transportation Sales Tax Referendum; and

WHEREAS, the Transportation Advisory Committee has initiated an outreach effort to meet with each municipality to identify and evaluate transportation needs and priorities within their respective jurisdictions early in the project development process; and

WHEREAS, municipalities have been requested to submit transportation projects organized within three primary categories, including: (1) widening projects, (2) safety and intersection improvements, and (3) resurfacing and dirt road paving projects; and

WHEREAS, the City of Beaufort recognizes the importance of a coordinated, countywide transportation investment strategy to address safety, congestion, infrastructure condition, and mobility needs for residents, businesses, and visitors; and

WHEREAS, the Beaufort City Council discussed and established transportation priorities during its January 29–30, 2026 Planning Retreat, reflecting Council direction and community needs;

WHEREAS, the City Council desires to formally identify and prioritize transportation projects for submission to the Transportation Advisory Committee for consideration in advance of the City of Beaufort's scheduled meeting on March 18, 2026;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Beaufort, South Carolina, in Council duly assembled that the City Council hereby authorizes the City Manager, or his designee, to submit the identified project priorities to the Beaufort County Transportation Advisory Committee, and to coordinate with Beaufort County and its partners on refinement, cost estimates, and implementation considerations associated with these projects as follows:

PROJECTS LISTED IN CITY COUNCIL PRIORITY RANKING (HIGHEST TO LOWEST PRIORITY)

The City Council hereby adopts the following transportation project priorities, organized in priority order and identified with Beaufort County's Transportation Advisory Committee categories:

1. RIBAUT ROAD CORRIDOR IMPROVEMENTS

Safety & Intersection Improvements (LATS Engineering Design)

Implementation of comprehensive corridor improvements including undergrounding of utilities, pedestrian safety enhancements, upgraded crosswalks, lighting improvements, intersection upgrades, and streetscape enhancements.

2. BOUNDARY STREET BYPASS

Widening Projects

Development of a connector roadway a point south of Boundary and US 170 to improve traffic circulation, reduce congestion, and support regional mobility. The City recognizes that additional analysis, stakeholder coordination, and feasibility review may be required.

3. SALEM ROAD IMPROVEMENTS

Safety & Intersection Improvements

Construction of sidewalks, pedestrian connectivity improvements, and streetscape enhancements to improve multimodal safety and accessibility.

4. CITYWIDE LIGHTING IMPROVEMENTS

Safety & Intersection Improvements

Replacement of aging and obsolete lighting infrastructure and expansion of lighting in key corridors and downtown areas to improve safety and visibility.

5. TRAFFIC SIGNAL ADDITIONS AND INTERSECTION IMPROVEMENTS

Safety & Intersection Improvements

- a. Installation of a traffic signal at Salem Road and Robert Smalls Parkway or nearby intersection. If new traffic signal will be installed at Salem Road, reconfiguration or combination with the Spanish Moss Trail may be necessary.
- b. Evaluation and installation of geometric improvements to the intersection at Parris Island Gateway and Robert Smalls Parkway. (LATS Study)
- c. Evaluation and potential installation of a dedicated left-turn signal at Burton Hill Road and Robert Smalls Parkway. (SCDOT Study)
- d. Reconstruction of the existing traffic signal at Sea Island Parkway & Chowan Creek/Eustis Landing Road.

- e. Evaluation and implementation of geometric improvements to the intersection of Lady's Island Drive & Island Causeway/Meridian Road. (LATS Study)

6. **THIRD BRIDGE CONNECTION**

Widening Projects (LATS Study)

Evaluation, design, and construction of an additional bridge crossing to enhance network redundancy, evacuation capacity, and long-term regional connectivity.

7. **CITYWIDE RESURFACING PROGRAM**

Resurfacing & Dirt Road Projects

Expansion of the City's roadway resurfacing program to improve pavement conditions, extend asset life, and enhance safety across the transportation network.

8. **LADY'S ISLAND CORRIDOR IMPROVEMENTS**

Safety & Intersection Improvements (LATS Study)

Implementation of comprehensive corridor improvements including undergrounding of utilities, pedestrian safety enhancements, upgraded crosswalks, lighting improvements, intersection upgrades, and streetscape enhancements.

9. **SC170 MULTI-USE PATHWAY/EAST COAST GREENWAY**

Safety & Intersection Improvements (LATS Study)

Construction of a multiuse pathway and pedestrian connectivity improvements to improve multimodal safety and accessibility as a part of the East Coast Greenway network.

IN WITNESS THEREOF, I hereunto set my hand and cause the Seal of the City of Beaufort to be affixed this ____ day of March, 2026.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/04/2026
From: Eric Claussen , Assistant City Manager
Item Name: Authorization to allow the City Manager to enter into a Contractual Agreement for the Pigeon Point Drainage Study Project
Meeting Date: March 10, 2026
Department: City Managers Office

Background Information:

Introduction:

On September 25, 2025, the City issued a request for qualifications, RFQ 2026-105 Pigeon Point Drainage Study. 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 October 9th. Questions were received by the deadline of October 17th, and answers were published on October 19th. The city received six submissions of qualifications from Bowman Consulting Group LLC, Davis & Floyd, Inc., Infrastructure Consulting & Engineering, Inversa Systems, Nandina Engineering, and Seamon, Whiteside & Associates, Inc. by the deadline of November 6th at 2:00 PM. The submissions were opened during a public meeting at that time. The budget for this project is \$216,000 and funded by a \$162,000 Building Resilient Infrastructure and Communities (BRIC) FEMA grant and \$54,000 from Stormwater Bond Funds.

The selection committee comprised of the following members: Nathan Farrow, Brian Ranger and Beaufort County Engineer, Bryan Bauer. The selection committee reviewed the qualification submissions and scored Davis & Floyd, Inc., the highest based upon the evaluation criteria. A quote for the project was then requested from Davis & Floyd. The quote of \$168,000 is reasonable and less than the \$216,000 budget. The selection committee recommends the contract be awarded to Davis & Floyd, Inc.

Background:

Legal Authority:

City Code of Ordinance- 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 Pigeon Point Drainage Study Project with Davis & Floyd, Inc.

Placed on Agenda For:

Action

Attachments:

1. RECOMMENDATION MEMO RFQ 2026-105 PIGEON POINT DRAINAGE STUDY-
2. CONTRACT RFQ 2026-105 PIGEON POINT DRAINAGE STUDY
3. Cost Form_Pigeon Point Drainage Study
4. DAVIS FLOYD RFQ 2026-105

CITY OF BEAUFORT - INTERNAL MEMORANDUM

TO: SCOTT MARSHALL
FROM: JAY PHILLIPS
SUBJECT: RECOMMENDATION MEMO FOR RFQ 2026-105 PIGEON POINT DRAINAGE STUDY
DATE: 03/03/2026
CC: ERIC CLAUSSEN, NATHAN FARROW, BRIAN RANGER, LINDA ROPER, SANDRA RICE

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Scott Marshall
CITY MANAGER
843-525-7070



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

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

Standard Agreement Between

City of Beaufort and Davis & Floyd, Inc,

where the basis of payment is a STIPULATED SUM

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the _____ day of **March** in the year 2026.

BETWEEN the Owner:

**CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT, SOUTH CAROLINA 29902**

and the Consultant:

**DAVIS & FLOYD, INC.
2712 BULL STREET, SUITE A
BEAUFORT, SC 29902**

The Project is:

RFQ 2026-105 PIGEON POINT DRAINAGE STUDY

The Owner and Consultant agree as follows:

ARTICLE 1 - THE DOCUMENTS

The contract Documents consist of this Agreement, (**City of Beaufort and Davis & Floyd, Inc**), Conditions of the Contract (General, Supplementary and other Conditions), the Request for Proposal (RFQ 2026-105) and the Proposal Submitted by Davis & Floyd, Inc. in response to this RFQ, Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Document, other than Modifications appears in Article 8.

ARTICLE 2 - THE WORK OF THIS AGREEMENT-

Consultant shall fully execute the Work described in the Agreement, except to the extent

Scott Marshall
CITY MANAGER
843-525-7070



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

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

specifically indicated in the Agreement to be the responsibility of others.

ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1** The date of commencement shall be the date of this Agreement.
- 3.2** The term of this agreement shall be in effect for six (6) months from the date of commencement. At the end of the term, the City reserves the right to extend this agreement for a period of up to ninety days for the purpose of getting a new agreement in place.

NOTICE TO PROCEED WILL BE ISSUED WITHIN (1) DAY OF SIGNED AGREEMENT.

ARTICLE 4 - CONTRACT SUM

- 4.1** The Owner shall pay the Consultant on a fee basis not to exceed \$168,000.

ARTICLE 5 - PAYMENTS

- 5.1** Payment shall be remitted after completed tasks have been approved by the Owners Representative, and an invoice for said service has been submitted and received.

ARTICLE 6 - TERMINATION OR SUSPENSION

- 6.1** The Agreement may be terminated by the Owner or Consultant prior to assignment of tasks.
- 6.2** The work may be suspended by the Owner.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

- 7.1** The Owner's representative is:

**BRIAN RANGER
CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT, SOUTH CAROLINA 29902**

- 7.2** Consultant's representative is:

STEVE ANDREWS

Scott Marshall
CITY MANAGER
843-525-7070



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

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

DAVIS & FLOYD, INC.
2712 BULL STREET, SUITE A
BEAUFORT, SC 29902

7.3 Neither the Owner's nor the consultant's representative shall be changed without ten days' written notice to the other party.

ARTICLE 8 - ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Agreement, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed Standard Form of Agreement Between the City of Beaufort, (Owner) and Davis & Floyd, Inc. (Consultant).

8.1.2 The General Conditions are the Owner's General Conditions.

8.1.3 The Specifications are those of RFQ 2026-105.

8.1.4 The Addenda, if any, are as follows:

8.1.5 Other documents, if any, forming part of the Contract Documents are as follows:

- **THE REQUEST FOR QUALIFICATIONS: RFQ 2026-105, AND THE PROPOSAL SUBMITTED IN RESPONSE TO THE RFQ ARE ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN**
- **CERTIFICATES OF LIABILITY AND WORKERS COMPENSATION INSURANCE**
- **CITY OF BEAUFORT BUSINESS LICENSE**

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Director of Capital Projects, one to the Consultant for use in the administration of the Agreement, and the remainder to the Owner.

WITNESS
(Signature)

(Printed Name)

CITY OF BEAUFORT
(Signature)

CITY MANAGER



Scott Marshall
CITY MANAGER
843-525-7070

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

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

WITNESS
(Signature)

(Printed Name)

DAVIS & FLOYD, INC.
(Signature)

(Printed name and title)

Scott Marshall
CITY MANAGER
843-525-7070



CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

Jay Phillips
PROCUREMENT ADMINISTRATOR
843-525-7071

ADDENDUM 3-EXHIBIT A: COST FORM

TASK	DESCRIPTION	COST
1	Drainage System Field	42,000
2	Hydrologic and Hydraulic System Monitoring	1,000
3	Current conditions Hydrologic and Hydraulic System Modeling	45,000
5	Future Conditions Hydrologic and Hydraulic System Modeling	7,500
6	Drainage Improvement Investigation	65,000
7	GIS Web Mapping Application Support	7,500
	Total	168,000

Davis & Floyd, Inc.


Michael V. Horton, PE, CFM
Chief Engineering Officer

DAVIS & FLOYD

PLAN | DESIGN | ENGINEER



RFP #2026-105

CITY OF BEAUFORT PIGEON POINT DRAINAGE STUDY

NOVEMBER 6, 2025 | 2:00 PM



DAVIS & FLOYD

PLAN | DESIGN | ENGINEER

November 6, 2025

Jay Phillips
Procurement Administrator
City of Beaufort
1911 Boundary Street
Beaufort, South Carolina 29902

RE: RFP No. 2026-105 | City of Beaufort Pigeon Point Drainage Study

Dear Mr. Phillips and Selection Committee:

As part of South Carolina's coastal region, the City of Beaufort is shaped by unique geographic and environmental conditions that underscore the need for a dependable, resilient drainage system capable of withstanding the strong storms, tidal fluctuations, effects of sea level rise, and pressures of aging infrastructure. These challenges are particularly evident in the Pigeon Point neighborhood, where periodic flooding, ground depressions unique to portions of Beaufort County, and declining system performance call for a comprehensive drainage study and proactive planning.

Davis & Floyd, Inc. (D|F) is uniquely qualified to support the City of Beaufort in addressing these issues. With a longstanding presence in the area and our local office, we have a deep understanding of the region's geography, community priorities, and infrastructure constraints. D|F recently completed the award-winning The Point/Downtown Drainage Study in a nearby watershed just south of Pigeon Point, providing our team with direct insight into local conditions, positioning us well to anticipate the scope and complexity of this project. On the following page, Exhibit A represents the City's Area of Interest within the Pigeon Point Neighborhood, while also demonstrating D|F's project understanding and technical expertise for knowing that areas contributing stormwater runoff and areas receiving runoff from of Area of Interest should be included in the study.

Our multidisciplinary team combines civil engineering, stormwater management, surveying, and environmental expertise to deliver an efficient and comprehensive evaluation of the drainage system. As project manager, Andy Klosterman, PE will serve as your primary point of contact at D|F and can be reached at (843) 379-2222 | aklosterman@davisfloyd.com | 2712 Bull Street, Suite A, Beaufort, SC 29902. We can assess system performance and recommend long-term, sustainable solutions tailored to this coastal neighborhood.

D|F is well equipped to identify and quantify drainage infrastructure deficiencies, evaluate existing and future flooding (to include consideration of projected sea level rise and higher predicted rainfall intensities), provide conceptual alternatives, and develop a plan for implementing drainage improvements.

D|F is committed to helping the City of Beaufort develop resilient, sustainable drainage solutions that protect public infrastructure, preserve community character, and improve quality of life. We look forward to the opportunity to deliver a drainage study that provides both technical insight and practical next steps.

Respectfully Submitted,

Davis & Floyd, Inc.



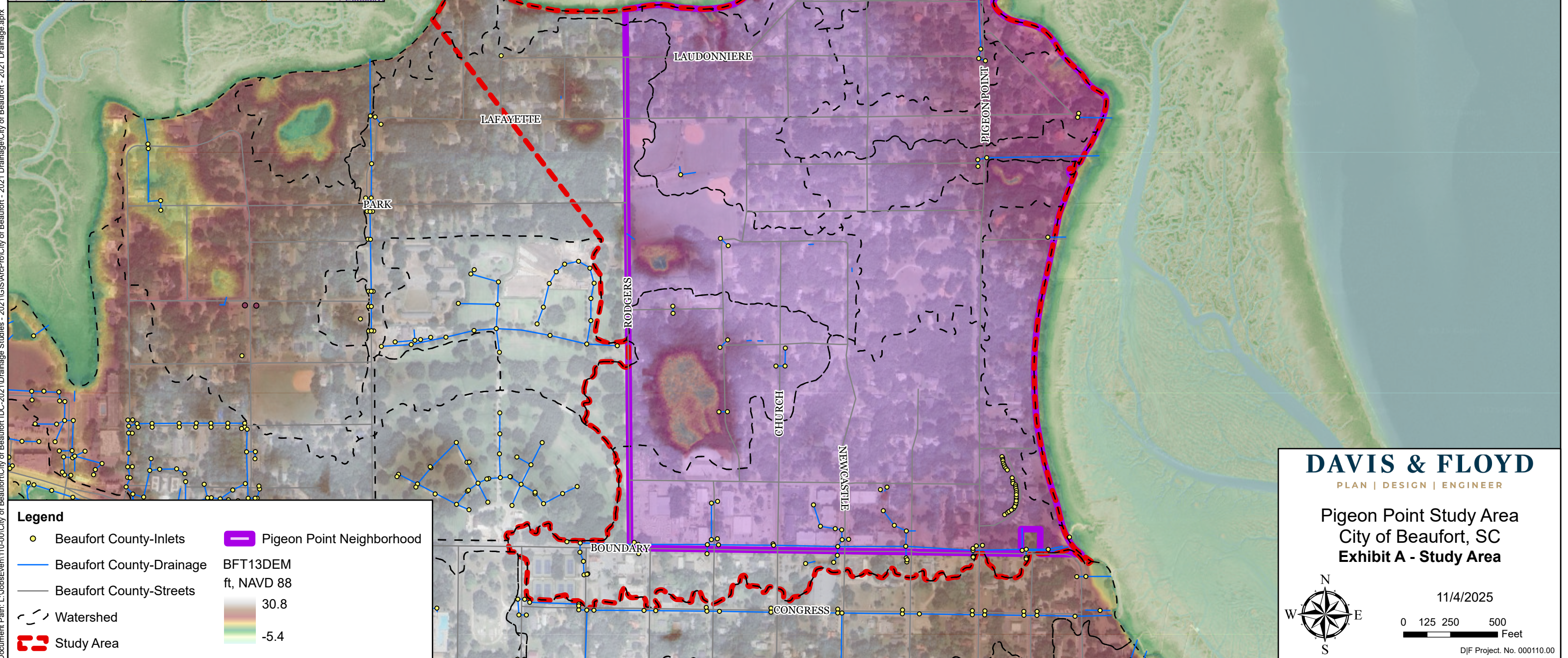
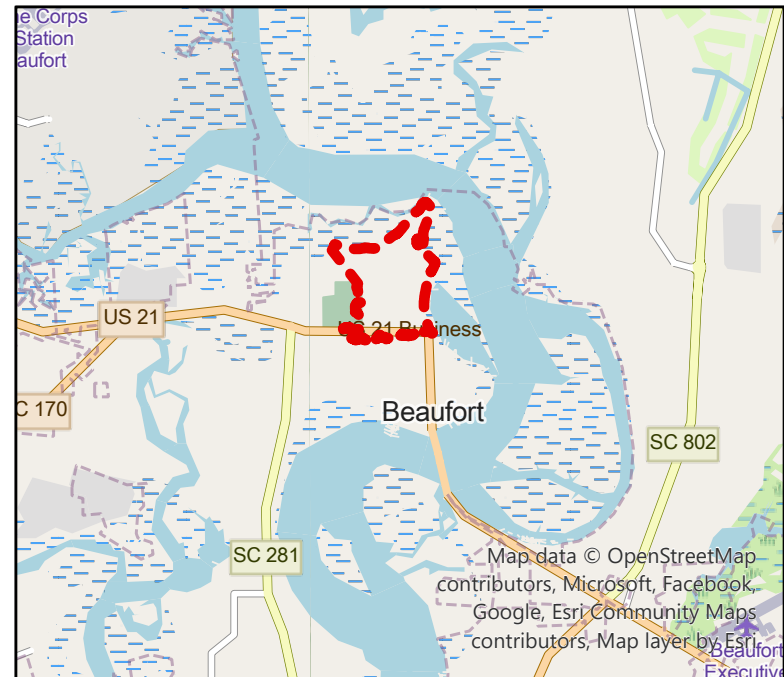
Michael V. Horton, PE, CFM
Chief Engineering Officer

*We acknowledge the Appendices. We have read and agree to the City of Beaufort's General Terms and Conditions, Addendum 1 and posted on the City website <https://cityofbeaufort.org/166/General-Terms-Conditions> and will adhere to them as a component of the contract documents.

2712 Bull Street, Suite A • Beaufort, SC 29902

O: (843) 379-2222

WWW.DAVISFLOYD.COM



DAVIS & FLOYD
PLAN | DESIGN | ENGINEER

Pigeon Point Study Area
City of Beaufort, SC
Exhibit A - Study Area

11/4/2025

0 125 250 500 Feet

D\F Project No. 000110.00

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APPENDIX A • REQUIRED FORMS

SECTION 01: Staff Qualifications & Experience

DAVIS & FLOYD, INC.

D|F has been committed to providing innovative engineering, planning, construction, consulting, and management solutions throughout the Southeast for over 70 years. We focus on community development, transportation, and water resources market sectors. Headquartered in Greenwood, SC, we have strategically expanded our physical presence regionally across the state with branch offices in Beaufort, Charleston, Columbia, Florence, and Greenville to better serve our clients.

Guided by a passion for our communities, we love what we do. It means more that we are not only afforded the opportunity to conceptualize, design, and construct creative solutions for clients, but also able to provide these services within the communities we love and the neighborhoods where we *live, work, and play*.

LEADERSHIP

Our leaders approach each project with the goal of establishing a sound relationship and a lasting connection with our client. We design + engineer innovative solutions that enrich the world around us.



STEPHEN DAVIS
Chairman & CEO
sldavis@davisfloyd.com



JOSH FOWLER, PE
President
jfowler@davisfloyd.com



MICHAEL HORTON, PE, CFM
Chief Engineering Officer
mhorton@davisfloyd.com



EST.
1954



Institute for
Sustainable
Infrastructure

Davis & Floyd, Inc. is an Envision Member firm of the Institute for Sustainable Infrastructure, reflecting our commitment to advancing sustainable, resilient, and equitable infrastructure

OUR SERVICES



WATER/
WASTEWATER



CIVIL
SITE



CONSTRUCTION
ENGINEERING &
INSPECTION



ENVIRONMENTAL



HIGHWAY



HYDROLOGY &
HYDRAULICS



STRUCTURAL



SURVEY



LANDSCAPE
ARCHITECTURE



SUPPORT
SERVICES



D|F

TECHNICAL ADVISOR

Steve Andrews, PE

D|F

PROJECT MANAGER

Andy Klosterman, PE

D|F

PRINCIPAL-IN-CHARGE

Michael Horton, PE, CFM

D|F

PROJECT ENGINEER

Michael Putnam, PE, CFM

D|F

SURVEY/INVENTORY

John Gray, PLS

**INDUSTRY EXPERIENCE:**

30 years

DAVIS & FLOYD:

1995 - Present

EDUCATION:MEng, Hydrology and Hydraulics,
Clemson University, 1994BS, Civil Engineering, Clemson
University, 1993**REGISTRATIONS:**Professional Engineer: SC 19075;
GA 27587**CERTIFICATIONS:**

Certified Floodplain Manager

MEMBERSHIPS:American Council of Engineering
Companies of South CarolinaAmerican Society of Civil Engineers
South Carolina SectionSC Association of Stormwater
ManagersSouth Carolina Association of
Hazard MitigationAssociation of State Floodplain
Managers

Southeast Stormwater Association

Clemson University Glenn
Department of Civil Engineering
Advisory BoardCharleston Regional Development
Alliance**AWARDS:**SC Civil Engineer of the Year by
the South Carolina Section of
the American Society of Civil
Engineers, 2017

MICHAEL HORTON, PE, CFM

PRINCIPAL-IN-CHARGE

Mike serves as D|F's chief engineering officer, overseeing our firm's technical delivery of professional services and project management. He specializes in Hydrology & Hydraulics, an area of professional focus in which he continues to lead the way for stormwater innovation, sustainability, and progressive green infrastructure development. He came to D|F 30 years ago after earning his Master of Engineering in Applied Fluid Mechanics. Principal-in-charge over D|F's largest and most complex stormwater projects, he is intimately familiar with the structure and capabilities of our firm, talents and specializations of our staff, and standards and procedures that govern the work we produce for our clients. Certified as a floodplain manager, he continuously challenges our team to produce solutions that make South Carolina a safer, more sustainable, and more equitable place to live.

RELEVANT EXPERIENCE

THE POINT/DOWNTOWN DRAINAGE STUDY - BEAUFORT, SC

Principal-in-charge of the award-winning drainage study and master plan evaluating the capacity and condition of drainage infrastructure across 155 acres of downtown Beaufort's "Point" and surrounding basins. The study incorporated community input on flooding concerns and included development of a web-based flood reporting tool that combined resident feedback with historic data to identify critical focus areas. D|F conducted detailed hydrologic and hydraulic modeling to establish a baseline for conceptual drainage improvements, which were then prioritized to achieve meaningful reductions in flooding through maintenance and targeted construction recommendations. This data-driven approach, coupled with D|F's guidance on funding strategies, provided the City with a clear roadmap to address drainage concerns efficiently while positioning projects for grant eligibility.

FILBIN CREEK DRAINAGE STUDY - NORTH CHARLESTON, SC

Principal-in-charge for reclaiming formerly filled portion of the floodplain and restoring wetlands for use in treatment of regional stormwater runoff. Developed all construction plans and technical specifications. Indigenous wetland plant species were established in the constructed wetlands for pollutant removal. Managed all permitting and regulatory reporting as well as inspected all construction activities.

KING STREET DRAINAGE IMPROVEMENTS - BEAUFORT, SC

Principal-in-charge of drainage improvements project to improve conditions along King Street in Beaufort through upgraded infrastructure and construction of a new pump station for the City. The project was initially conceptualized through The Point Drainage Study prepared by D|F for the City and has been funded through SCIPP for design and construction. D|F provided services encompassing grant support and project management, and preliminary design through construction-phase closeout. In addition to complexities related to the analysis and design of a new pump station, utility conflicts, and geographic hurdles, the project includes constraints on project submittals and completion dates related to SCIPP funding requirements. D|F proposed multiple phased construction/construction contracts in order to support the City with their desire to leverage available grant funding to the greatest extent by June 1, 2026.

**INDUSTRY EXPERIENCE:**

21 years

DAVIS & FLOYD:

2023 - Present

EDUCATION:

BS, Civil Engineering, Clemson University, 2004

BS, Physics, Presbyterian College, 2004

REGISTRATIONS:

Professional Engineer: SC 28230

MEMBERSHIPS:

American Society of Civil Engineers

National Society of Professional Engineers

ANDY KLOSTERMAN, PE

PROJECT MANAGER

Andy has been practicing civil engineering for the past 21 years. He began his career as a design engineer and CAD technician before moving into a project engineer and project manager role for the past 19 years. As project manager of residential, commercial, and municipal projects, Andy is responsible for overseeing project scope, scheduling, and budgeting, and communicating regularly with the clients and regulatory agencies so project goals are attained. As project engineer, Andy specializes in transportation, utility, and drainage projects, overseeing the engineering design and technical aspects for each of his projects.

RELEVANT EXPERIENCE

BRUCE EDGERLEY PARK PARKING AND DRAINAGE IMPROVEMENTS - PORT ROYAL, SC

Project manager for the design and permitting of parking and drainage improvements supporting the new inclusive playground in downtown Port Royal. This project, completed for the Beaufort County Engineering Department, focused on enhancing accessibility and stormwater management to serve the new community-focused recreational space.

BOUNDARY STREET TENNIS COURTS, PARKING, AND DRAINAGE IMPROVEMENTS - BEAUFORT, SC

Project manager responsible for overseeing the design, permitting, and construction administration of a high-profile tennis complex in downtown Beaufort. The project involved demolishing an aging and deteriorated facility and replacing it with eight new competition-level courts, all within a site constrained by tight urban conditions. In addition to the courts, the scope included the installation of new parking facilities and implementation of drainage Best Management Practices (BMPs) to effectively manage and treat stormwater runoff generated by the site.

CENTRAL DRIVE CULVERT REPLACEMENT - LADY'S ISLAND, SC

Lead engineer on a project that consisted of the design and permitting of a new box culvert that replaced a CMP pipe under Central Drive on Lady's Island. Original pipe failed during Hurricane Matthew, rendering the causeway impassable. The team worked closely with the county to expeditiously permit the project with USACE, OCRM, and FEMA. Cost of professional services was \$250K.

HARDEEVILLE HIGH SCHOOL ATHLETIC IMPROVEMENTS - HARDEEVILLE, SC

Project manager currently overseeing the design and permitting of a new football stadium, gymnasium expansion, and multipurpose athletic field at the Hardeeville High School Campus. The current scope also includes upgrading the access, parking, and drainage infrastructure to serve the new facilities.

**INDUSTRY EXPERIENCE:**

42 years

DAVIS & FLOYD:

2023 - Present

EDUCATION:

BS, Civil Engineering, Texas A&M University, 1983

REGISTRATIONS:

Professional Engineer: SC 12860

MEMBERSHIPS:

American Society of Civil Engineers

National Society of Professional Engineers

STEVE ANDREWS, PE

TECHNICAL ADVISOR

Steve has honed his leadership skills managing surveyors and engineering professionals through the successful completion of countless civil engineering and surveying projects in the Lowcountry from Beaufort to Charleston and inland in Allendale, Hampton, and Jasper Counties. He has a special interest in the Design-Build approach to meet clients' needs. He teams with local construction contractors to design and build road paving projects for Beaufort County. He continues to team with contractors in the Design-Build approach to meet local governments' drainage, road, public facilities, and recreation expansion and improvement needs.

RELEVANT EXPERIENCE

BRUCE EDGERLEY PARK PARKING AND DRAINAGE IMPROVEMENTS - PORT ROYAL, SC

Principal-in-charge for the design and permitting of parking and drainage improvements supporting the new inclusive playground in downtown Port Royal. This project, completed for the Beaufort County Engineering Department, focused on enhancing accessibility and stormwater management to serve the new community-focused recreational space.

BOUNDARY STREET TENNIS COURTS, PARKING, AND DRAINAGE IMPROVEMENTS - BEAUFORT, SC

Principal-in-charge responsible for overseeing the design, permitting, and construction administration of a high-profile tennis complex in downtown Beaufort. The project involved demolishing an aging and deteriorated facility and replacing it with eight new competition-level courts, all within a site constrained by tight urban conditions. In addition to the courts, the scope included the installation of new parking facilities and implementation of drainage BMPs to effectively manage and treat stormwater runoff generated by the site.

CENTRAL DRIVE CULVERT REPLACEMENT - LADY'S ISLAND, SC

Principal-in-charge for this project that consisted of the design and permitting of a new box culvert that replaced a CMP pipe under Central Drive in Lady's Island. Original pipe failed during Hurricane Matthew, rendering the causeway impassable. The team worked closely with the county to expeditiously permit the project with USACE, OCRM, and FEMA. Cost of professional services was \$250K.

HARDEEVILLE HIGH SCHOOL ATHLETIC IMPROVEMENTS - HARDEEVILLE, SC

Principal-in-charge currently overseeing the design and permitting of a new football stadium, gymnasium expansion, and multipurpose athletic field at the Hardeeville High School Campus. The current scope also includes upgrading the access, parking, and drainage infrastructure to serve the new facilities.



MICHAEL PUTNAM, PE, CFM

PROJECT ENGINEER

Specializing in hydrology, hydraulics, and geographic information systems (GIS), Mike is well-versed in utilizing complex computer modeling for hydrologic and hydraulic analyses. He provides modeling for flood hazard studies; bridge and culvert design; scour analyses; stormwater pumping stations; stormwater conveyance tunnels; open and closed stormwater conveyance systems; and complex stormwater routing conditions. He is also skilled in the layout and design of surface collection piping and utility conflict avoidance.

INDUSTRY EXPERIENCE:

20 years

DAVIS & FLOYD:

2006 - Present

EDUCATION:

MS, Civil Engineering, Applied Fluid Mechanics, Clemson University, 2006

BS, Civil Engineering, Clemson University, 2004

REGISTRATIONS:

Professional Engineer: SC 27809; NC 040164

CERTIFICATIONS:

Certified Floodplain Manager (CFM)/ US-11-05739

MEMBERSHIPS:

American Society of Civil Engineers, SC Section

Association of State Floodplain Managers

Southeast Stormwater Association (SESWA) Member

RELEVANT EXPERIENCE

MARKET STREET DRAINAGE IMPROVEMENTS - CHARLESTON, SC

Project manager and engineer of record for drainage improvements to alleviate flooding in downtown Charleston. Involved construction of a deep tunnel system and drop shafts connecting to an existing deep tunnel system and pump station as well as installation of a gravity bypass outfall. The current phase includes a complete streetscape design with a shallow surface drainage collection system that will improve drainage along Market Street and discharge into the drop shafts and tunnels.

FILBIN CREEK DRAINAGE STUDY - NORTH CHARLESTON, SC

Civil engineer for drainage study to assess and analyze drainage performance within the 4,600-acre Filbin Creek watershed. Study goals included identification of the primary factors causing flooding as well as conceptual improvements that could be implemented to increase drainage performance and reduce flooding experienced along the project reach. Project-related tasks include field and desktop data collection, hydrologic and hydraulic modeling, development and testing of conceptual alternatives, reporting, and public outreach.

KING STREET DRAINAGE IMPROVEMENTS - BEAUFORT, SC

Stormwater engineer for drainage improvements project to improve conditions along King Street in Beaufort through upgraded infrastructure and alteration of the existing outfall structure. The project was initially conceptualized through The Point Drainage Study prepared by D|F for the City and has been funded through SCIP for design and construction. D|F provided services encompassing grant support and project management, and preliminary design through construction-phase closeout.

US 17 SPRING/FISHBURNE DRAINAGE IMPROVEMENTS - CHARLESTON, SC

Civil engineer for improvements that will drain approximately 20% of the Charleston peninsula. Responsibilities include design and layout of surface collection systems, vertical drop shafts, vortex structures, and large stormwater pump station between the Ashley River bridges. Used GIS-based stormwater modeling software to analyze the deep tunnel conveyance and large stormwater pump station for varying storm events and hydraulic conditions. Responsible for hydraulic design of multiple pumping systems including three, 120,000 gpm, 66" axial flow stormwater pumps and supporting equipment.



JOHN GRAY, PLS

SURVEY/INVENTORY

John is a professional land surveyor with broad surveying and mapping experience that spans boundary, topographic, route, construction, and as-built mapping surveys. His responsibilities include coordinating survey crews, overseeing drafting technicians, and performing quality control on deliverables.

RELEVANT EXPERIENCE

INDUSTRY EXPERIENCE:

22 years

DAVIS & FLOYD:

2023 - Present

EDUCATION:

BA, Sociology, Wofford College,
2003

Land Surveying Diploma,
Technical College of the
Lowcountry

REGISTRATIONS:

Professional Land Surveyor:
SC 26954

MEMBERSHIPS:

South Carolina Society of
Professional Land Surveyors

COLLETON COUNTY FIRE STATIONS - COLLETON COUNTY, SC

Formerly Andrews Engineering, D|F staff has provided surveying, civil engineering, and permitting services for multiple fire stations located throughout Colleton County. Routinely assisted in delivering site layout options to minimize cost and maximize land use. Civil engineering services for each station consisted of providing SWPPP, paving, and drainage plans as well as permitting the well and septic systems as needed.

COLLETON COUNTY SURVEYS - COLLETON COUNTY, SC

Formerly Andrews Engineering, D|F staff has recently provided boundary, tree, and topographic surveying services for the directors of the Colleton County Capital Projects and Economic Alliance. The tracts range in size from 6 to 15 acres and are scattered throughout the county.

BARNWELL RESOURCES - BEAUFORT, SC

Project manager overseeing data collection, processing of field data, and platting of finished surveys for certification and yearly inspection reports for SCDES.

APPLETON LANDFILL - ALLENDALE, SC

Project manager overseeing data collection, processing of field data, and platting of finished surveys for certification and yearly inspection reports for SCDES.

SECTION 02: Work History & References

WORK HISTORY

D|F's water resources expertise and services include 1D/2D modeling, asset management, bridge and roadway hydraulics, GIS, grant application and assistance, resiliency planning, site planning, stormwater capital improvements and master planning, FEMA floodplain studies, flood control and flood risk assessment, green infrastructure and low-impact development, program management, drainage design, and permitting. We have been providing water resource services to cities, counties, and state agencies throughout South Carolina for decades. Our team of engineers and inspectors has the capability, availability, and support necessary to meet the needs of the City of Beaufort. We have the knowledge, staff, and experience and are ready to serve you. As demonstrated in the following pages, we have extensive experience with similar grant-funded projects and studies.

D|F Experience with the City of Beaufort

D|F has a well established relationship with the City of Beaufort, having recently served as lead consultant for the City's The Point/Downtown Drainage Study. This project is adjacent to and shares many of the same characteristics as the ongoing stormwater challenges in the Pigeon Point area. Through that effort, D|F worked closely with City staff to assess existing drainage conditions, identify infrastructure deficiencies, and develop feasible improvement strategies to enhance system performance and reduce flooding impacts.



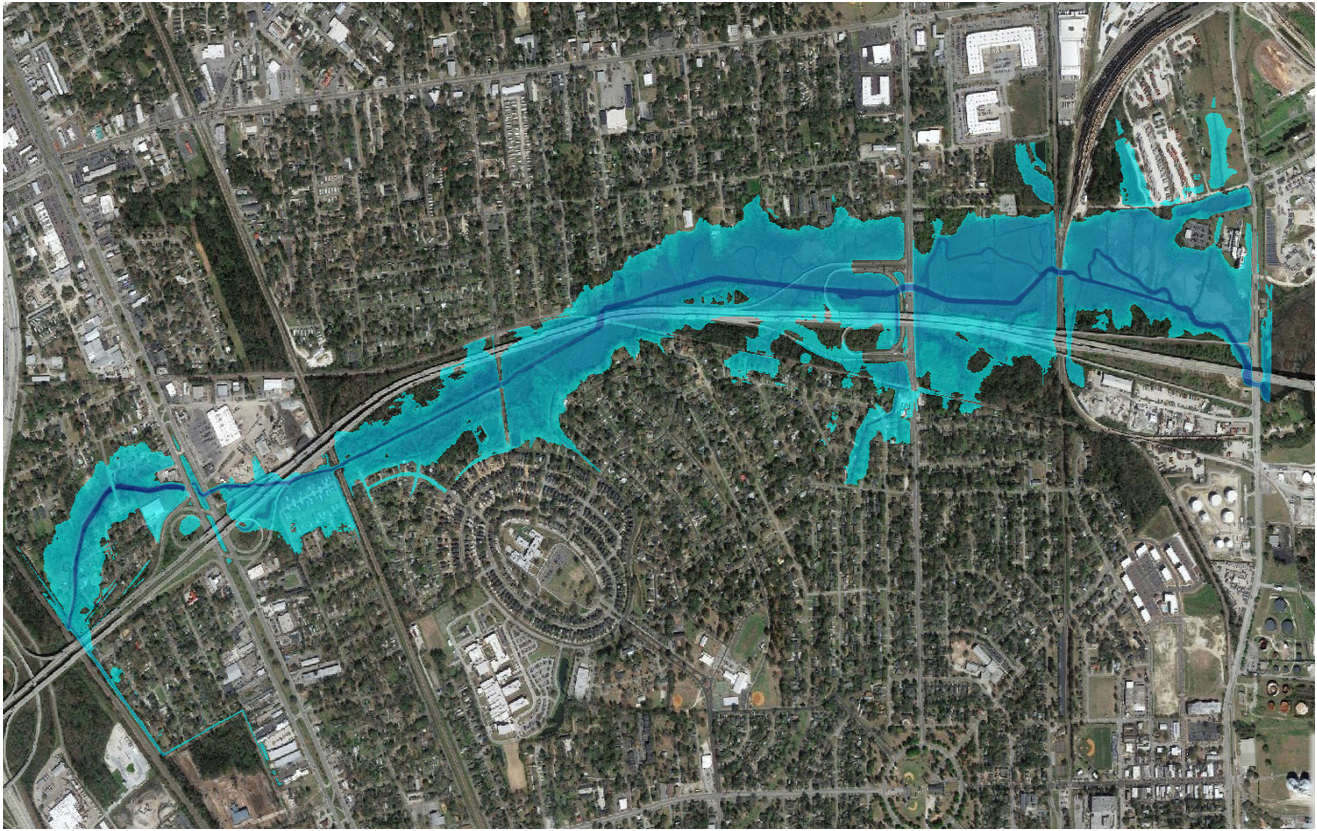
THE POINT/DOWNTOWN DRAINAGE STUDY

D|F completed a drainage study to support the City of Beaufort's goal of achieving long-term coastal community resiliency within The Point/Downtown study area. Flooding during intense rainfall events severely impacts much of this historic area. Tidal influence from the surrounding Beaufort River and sea level rise have compounded these flood conditions, thereby making flooding an unfortunate way of life for the community.

Before developing solutions to address flooding, our team members implemented real-time remote monitoring equipment and advanced hydrologic & hydraulic models to understand the observed flood conditions and changing environment. We used these tools to ultimately develop cost-effective and sustainable flood mitigation solutions to form the basis of a comprehensive capital improvement plan. This plan provided not only a prioritized infrastructural road map, but also supported a competitive financing plan to turn conceptual solutions into reality.

Awards

- ACEC-SC National Finalist and State Finalist Awards



FILBIN CREEK DRAINAGE STUDY

CLIENT

City of North Charleston

LOCATION

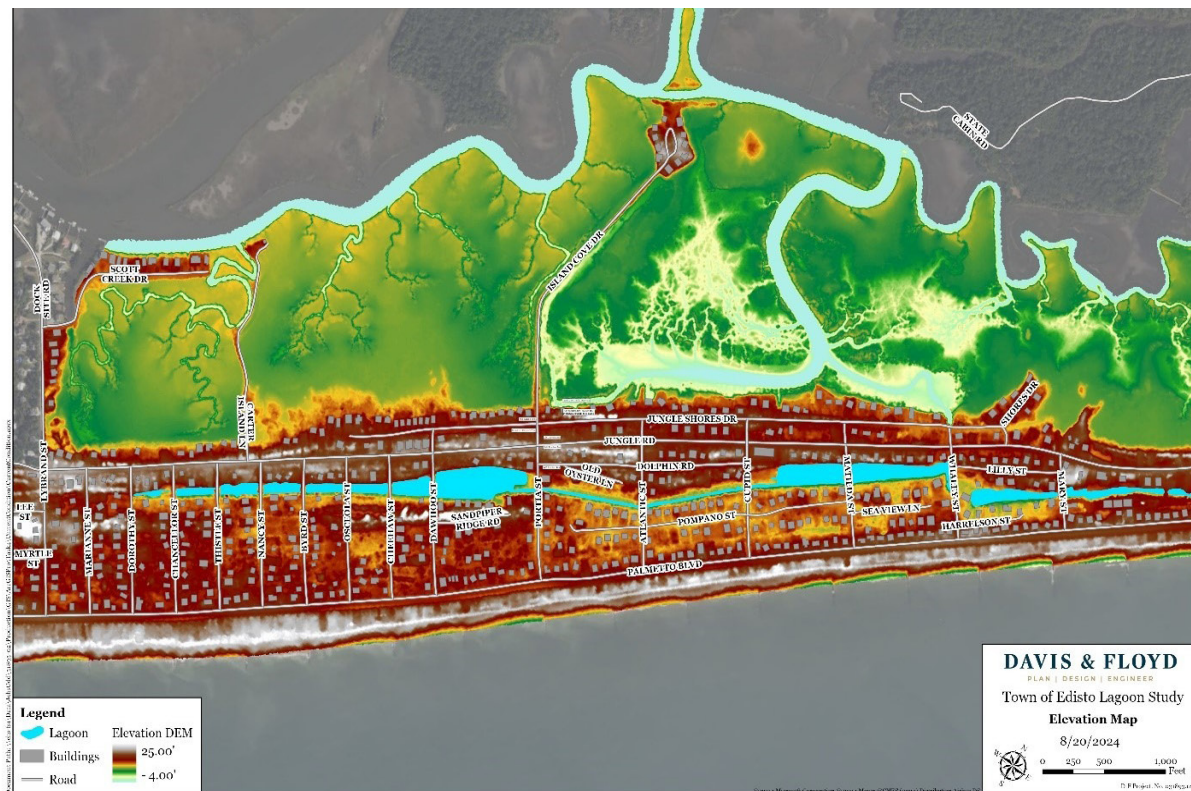
North Charleston, SC

CLIENT REFERENCE

Michael Dalrymple, PE
2500 City Hall Lane
North Charleston, SC
29406
mdalrymple@
northcharleston.org
(843) 460-1544

D|F has a long-standing history of working on water quality improvements and floodplain hydraulic consulting along Filbin Creek (EPA 303(d) listed impaired waterbody) in North Charleston. Work began in the 1980s for the City of North Charleston on a stormwater management drainage plan for long-term capital improvement planning and has continued today in the form of regional stormwater drainage solutions and wetland/water quality enhancement projects. As a result of our knowledge and history working within the Filbin Creek basin, D|F is currently involved in the I-526 Lowcountry Corridor WEST design-build preparation team evaluating, designing, and developing cost-saving drainage improvements along the Filbin Creek corridor.

D|F planned, designed, and permitted regional water quality improvements by reclaiming formerly filled portions of Filbin Creek's floodplain and restoring natural wetland ecosystems. We evaluated funding options and successfully secured financial support through an EPA/SCDES federal grant, supplemented by matching funds from a local OCRM Coastal Community Grant. We developed 2D riverine and tidal hydraulic models to more accurately predict the water surface elevations and spatial extent of flooding as well as installed and maintained flood stage monitoring equipment to validate hydrologic and hydraulic model results. Additionally, our team developed combined stormwater and riverine modeling methodologies to assess regional hydraulic impacts associated with roadway improvements and bridge replacement projects. We currently are managing a bridge replacement feasibility study aimed at mitigating regional impacts from the I-526 Lowcountry Corridor WEST project, utilizing a natural wetland and dual-purpose floodplain approach that is projected to save approximately \$3 million in construction costs and reduce wetland impacts by 11 acres.



TOWN OF EDISTO BEACH LAGOON SYSTEM DRAINAGE STUDY

CLIENT

Town of Edisto Beach

LOCATION

Colleton County, SC

CLIENT REFERENCE

Mark Aakhus
2414 Murray Street
Edisto Beach, SC 29438
maakhus@
townofedistobeach.com
(843) 869-2505

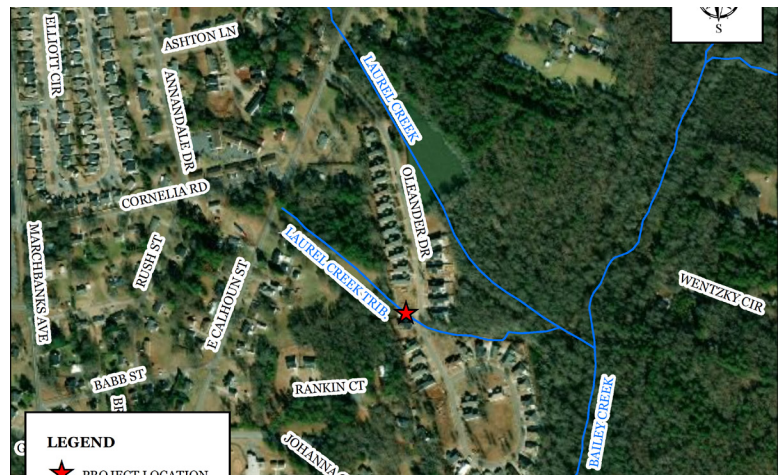
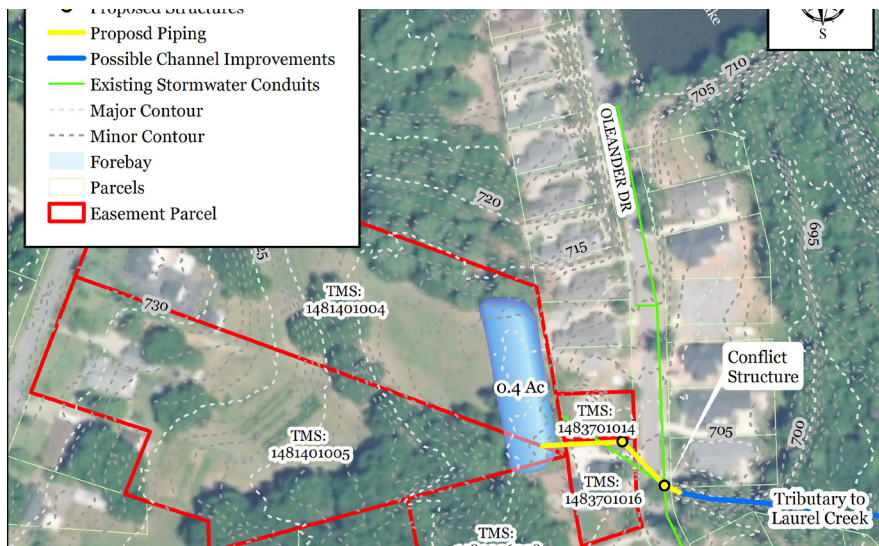
The Town of Edisto Beach, like many coastal communities, has faced severe flooding and damage during intense storm events and as a result of tidal influences, such as king tides. It is important that the town's stormwater infrastructure is capable of providing the necessary long-term resiliency during such severe events and also properly addresses concerns related to rising sea level, which will contribute additional stresses on the overall drainage system.

The lagoon system is located throughout a large portion of the town and is an integral part of the stormwater drainage infrastructure that affects a significant number of the community's homes, businesses, and roads. The Town of Edisto Beach contracted with D|F to perform a drainage study to identify and quantify existing and historical flooding and recommend flood mitigation solutions.

The overall purpose for studying the lagoon system and related infrastructure was to analyze the system's current drainage sufficiency and capacity and provide solutions to improve the conveyance of existing and future conditions on the island. The drainage study focused on the performance of the stormwater system associated with current and predicted rainfall, tidal influences, and potential sea-level rise estimates.

Four separate drainage improvement projects were proposed as a result of the study, including the addition of stormwater infrastructure with an additional outfall as well as the installation of inline tidal check valves.

Services performed to support the study included drainage system field investigations and surveys; monitoring of surface water and tidal elevations; current conditions hydrologic and hydraulic modeling; future conditions hydrologic and hydraulic modeling; drainage improvement investigations; funding evaluation; and capital planning.



CALHOUN/CORNELIA DRAINAGE STUDY

CLIENT

City of Anderson

LOCATION

Anderson, SC

CLIENT REFERENCE

Lacrecia Bilbrey, PE, CFM
401 Main Street
Anderson, SC 29624
lbilbrey@cityofanderson.
com
(864) 231-2246

The City of Anderson contracted with us to study and evaluate alternatives for alleviating frequent flooding observed in the vicinity of 30 and 36 Oleander Drive. These properties experience frequent flooding due to a large off-site watershed whose natural drainage course conveys the runoff from this watershed between these two residences. The existing subdivision stormwater system was laid out to accept this runoff, but lacks the capacity to adequately convey the runoff flowing to it, resulting in the observed flooding issues. To address this, we considered three alternatives and quantified the hydraulic performance as well as the ability of each alternative to alleviate flooding issues in the vicinity of the subject properties. Alternatives include rerouting runoff to another discharge point to remove the burden on the existing drainage system, installing a regional stormwater detention facility upstream of the subject properties to attenuate peak runoff rates to be carried by the subdivision stormwater system, and bypassing the off-site runoff around the existing subdivision stormwater system with a segregated piping system.

Through this analysis, we determined that bypassing the off-site runoff around the existing stormwater system would be the preferred alternative. This alternative involves installation of approximately 220 LF of 4'x4' box culvert (or equivalent hydraulic section) and appurtenant work. The preferred alternative passed the 25-year storm and alleviated flooding issues observed at 30 and 36 Oleander Drive.

REFERENCES

More than 80% of our work comes from repeat clients, a reflection of the trust we have built through consistent service, reliable communication, and quality project delivery. Our clients continue to partner with us year after year because we treat each assignment with care, no matter the size. While our portfolio highlights the depth of our experience, we believe the most meaningful measure of our performance comes from the relationships we maintain. Counties, municipalities, and committees across South Carolina regularly call on D|F because they know we will follow through, stay responsive, and deliver solutions that work for their communities.

ENTITY	NAME	CONTACT INFORMATION
City of North Charleston	Michael Dalrymple, PE	2500 City Hall Lane, North Charleston, SC 29406 (843) 460-1544 mdalrymple@northcharleston.org
Town of Edisto Beach	Mark Aakhus	2414 Murray Street, Edisto Beach, SC 29438 (843) 869-2505 maakhus@townofedistobeach.com
City of Anderson	Lacrecia Bilbrey, PE, CFM	401 Main Street, Anderson, SC 29624 (864) 231-2246 lbilbrey@cityofanderson.com

LITIGATION, CLAIM(S), OR CONTRACT DISPUTE(S) FILED BY OR AGAINST THE FIRM IN THE PAST FIVE (5) YEARS

CASE NAME	CASE TYPE	FILED DATE	STATUS	DESCRIPTION	MONETARY AMOUNT INVOLVED
Lake Cooper Maintenance Fund Inc., et al VS County of Charleston, et al	Real Property/ Other 499	January 2020	Pending/ADR Sanctions	D F added to suit by maintenance fund at approximate time of COVID Pandemic citing allegations of equipment design/ construction and/or post-construction maintenance and was placed on hold. Court has recently resumed presiding over cases and D F is participating in depositions.	N/A
Pickett (Smalls) VS South Carolina Department of Transportation, et al	Motor Vehicle Accident 320	December 2023	Pending/ADR Sanctions	D F added to suit by drivers who drove through a cul-de-sac/private property and hit a mound of dirt. Alleges that an unknown party placed a dirt pile on property bordering the cul-de-sac contributing to severity. D F did not perform CEI services/had no involvement in issues. Additional information unknown.	N/A
Putnam, Thomas VS County of Charleston, et al	Personal Injury/Other 399	August 2024	Pending/ADR Sanctions	Homeowners allege that contractor entered private property and cleared trees outside of the project limits. D F did not perform CEI services/had no involvement in issues. Additional information unknown.	N/A

SYSTEM FOR AWARD MANAGEMENT REGISTRATION: HKX9G6LT1617

Appendix A: Required Forms

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2025

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 Marsh & McLennan Agency, LLC Company 870 South Pleasantburg Drive Greenville SC 29607		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: macertsreg@marshmma.com ADDRESS:		FAX (A/C, No):	
INSURED Davis & Floyd, Inc. Benchmark Holdings, Inc. PO Box 428 Greenwood SC 29648		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : Zurich American Insurance Company		16535	
		INSURER B : Continental Casualty Company		20443	
		INSURER C : Travelers Prop & Casualty Co of America		25674	
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES		CERTIFICATE NUMBER: 2060883047		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	ADD'L INSD	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: \$0 Deductible			GLO008104609	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ \$0 Ded for ☒ Liability			BAP008104709	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUPA9877006	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	WC008104509	3/1/2025	3/1/2026	☒ PER STATUTE ☐ OTH-ER \$0 Deductible E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability and Pollution Incident Liability			AEH008234737	9/1/2025	9/1/2026	Each Claim Limit 5,000,000 Aggr Limit Per Pol Yr 5,000,000 Per Claim Deductible 200,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Auto Physical Damage Deductibles \$250.00 Comprehensive; \$500 Collision; Except \$1,000 Comprehensive & Collision for Tractors Only. Hired Auto Physical Damage is ACV or cost to repair, whichever is less; \$100 Comprehensive Deductible/\$500.00 Collision Deductible ** Proof of Insurance **							

CERTIFICATE HOLDER ** Proof of Insurance **	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
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ACORD 25 (2016/03)

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ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF South Carolina)COUNTY OF Beaufort)Michael Vandiver Horton, PE, CFM, being first duly sworn, deposes and says that:

1. He/She is Chief Engineering Officer (title) for/of Davis & Floyd, Inc. (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.

11/3/2025

DATE

Davis & Floyd, Inc.

COMPANY/BUSINESS

BY: [Signature]

SIGNATURE

MICHAEL V. HORTON

PRINTED NAME

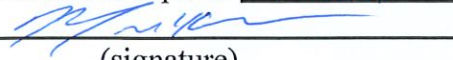
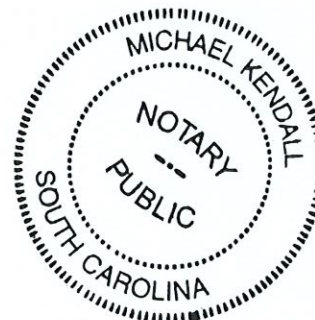
SWORN to before me this 3rd
day of November, 2025ITS: CHIEF ENGINEERING OFFICER
TITLENotary Public for South Carolina (state)My commission expires: 1/7/2031By: [Signature]
(signature)

NON-COLLUSION AFFIDAVIT**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**STATE OF South Carolina)COUNTY OF Beaufort)Michael Vandiver Horton, PE, CFM, being first duly sworn, deposes and says that:

1. He/She is Chief Engineering Officer of Davis & Floyd, Inc., 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.


 (signed)
Chief Engineering Officer
 (title)

SWORN to before me this 3rd
 day of November, 2025

Notary Public for South Carolina (state)My commission expires: 1/1/2031By: 
 (signature)

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM	
YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
Is this a small business? Yes ☒ No	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 ☒ No	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 ☒ No 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 ☒ No	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 ☒ No	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 ☒ No	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	
Is this business a non-profit organization? Yes ☒ No	
Is this business incorporated? ☒ Yes ☐ No	

RFP SIGNATURE PAGECITY OF BEAUFORT
PIGEON POINT DRAINAGE STUDY

RFP 2026-105

**CITY OF BEAUFORT
SOUTH CAROLINA
RFP SIGNATURE PAGE
PIGEON POINT DRAINAGE STUDY
RFP 2026-105**BIDDER'S NAME: Davis & Floyd, Inc.

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

Bidder warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Bidder**, 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.

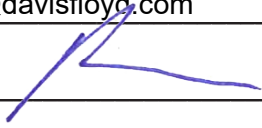
This offer is genuine and not made in interest of or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; **Bidder** has not directly induced or solicited any other **Bidder**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

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

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

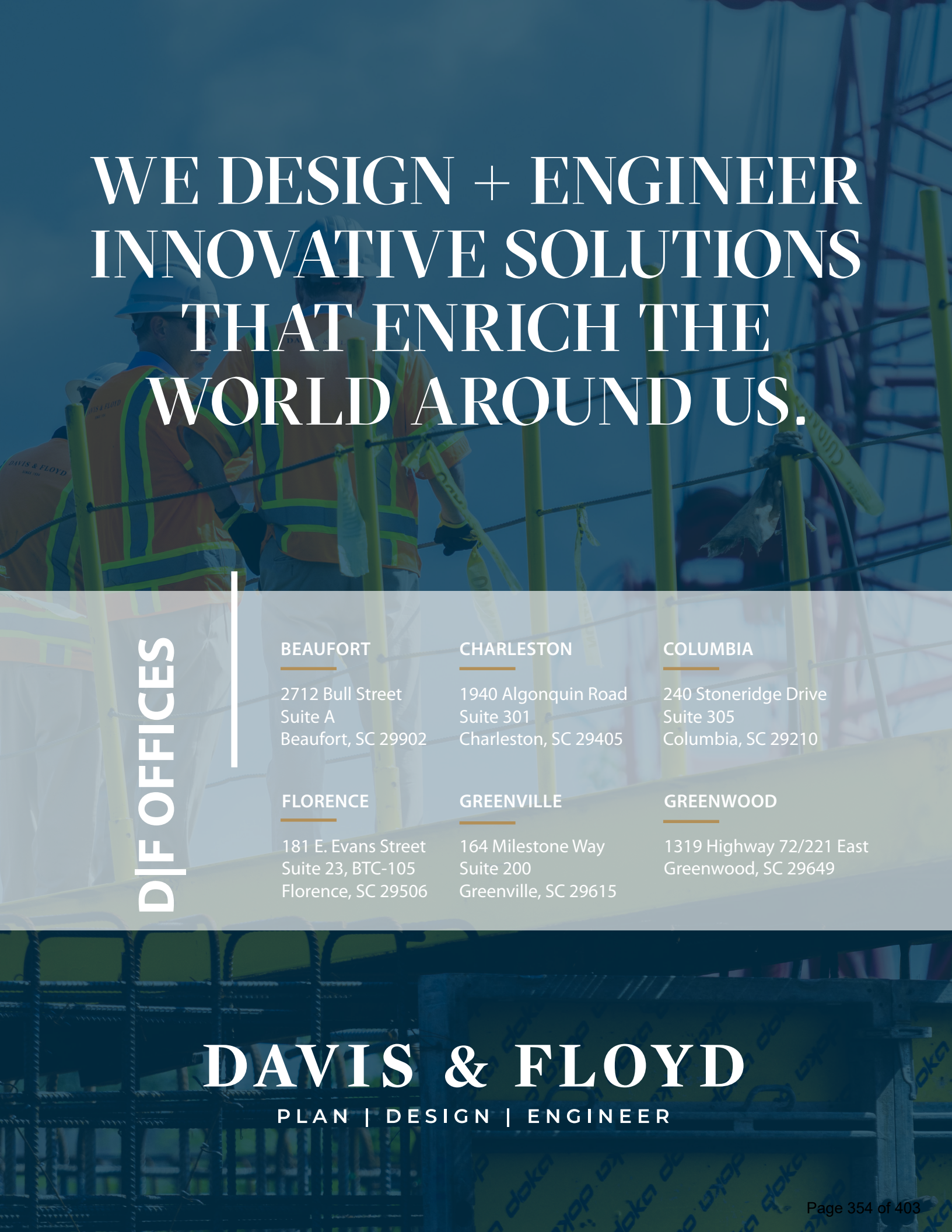
Addendum No.	Date
<u>1</u>	<u>9/23/2025</u>
<u>2</u>	<u>10/23/2025</u>
<u>3</u>	<u>10/30/2025</u>
<u>4</u>	<u>11/5/2025</u>

Address: 2712 Bull Street, Suite A
City: Beaufort State: South Carolina
Telephone: (843) 379-2222 Fax: N/A
Email: mhorton@davisfloyd.com

*Signature:  Title: Chief Engineering Officer

Bid 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: Michael Horton, PE, CFM Date: 11/5/2025



WE DESIGN + ENGINEER INNOVATIVE SOLUTIONS THAT ENRICH THE WORLD AROUND US.

D|F OFFICES

BEAUFORT

2712 Bull Street
Suite A
Beaufort, SC 29902

CHARLESTON

1940 Algonquin Road
Suite 301
Charleston, SC 29405

COLUMBIA

240 Stoneridge Drive
Suite 305
Columbia, SC 29210

FLORENCE

181 E. Evans Street
Suite 23, BTC-105
Florence, SC 29506

GREENVILLE

164 Milestone Way
Suite 200
Greenville, SC 29615

GREENWOOD

1319 Highway 72/221 East
Greenwood, SC 29649

DAVIS & FLOYD

PLAN | DESIGN | ENGINEER



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/04/2026
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 revenue and expenditures of Parks and Tourism Fund and Capital Projects Fund and Amend Freedom of Information Act (FOIA) Fee Schedule- First Reading
Meeting Date: March 10, 2026
Department: Finance Department

Background Information:

Introduction:

The City sustained significant damage to the Downtown Marina day dock facilities during Hurricane Helene, resulting in the need for reconstruction and resilience improvements. The City seeks to restore and enhance the day dock in a manner that increases its resilience to future storms, protects public infrastructure, and supports safe public access to the waterfront. The City has identified the Parks and Tourism Fund as an appropriate interim funding source for the day dock project until such time as Federal Emergency Management Agency (FEMA) funds are obligated and received for the project and upon obligation of FEMA funds, the City intends to reimburse the Parks and Tourism Fund for all eligible project expenditures. The City received \$43,518 in insurance proceeds related to damages sustained to Downtown Marina Day Dock from Hurricane Helene. The \$286,125 project budget includes \$21,125 for engineering costs and \$265,000 for construction costs with a 10% contingency.

The City seeks to revise its Freedom of Information Act (FOIA) fee schedule to ensure consistency, transparency, and cost recovery, including the adoption of a \$20 flat hourly staff rate for time spent fulfilling FOIA requests.

Background:

See above information in the Introduction section.

Legal Authority:

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

Staff Recommendation:

Staff recommends approval of the first reading. Second Reading will be held on April 14, 2026.

Placed on Agenda For:

Action

Attachments:

1. Budget Ordinance Amendment

ORDINANCE 2026/03

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 PARKS AND TOURISM 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 City of Beaufort sustained significant damage to the Downtown Marina day dock facilities during Hurricane Helene, resulting in the need for reconstruction and resilience improvements; and

WHEREAS, the City seeks to restore and enhance the day dock in a manner that increases its resilience to future storms, protects public infrastructure, and supports safe public access to the waterfront; and

WHEREAS, the City has identified the Parks and Tourism Fund as an appropriate interim funding source for the day dock project until such time as Federal Emergency Management Agency (FEMA) funds are obligated and received for the project; and

WHEREAS, upon obligation of FEMA funds, the City intends to reimburse the Parks and Tourism Fund for all eligible project expenditures; and

WHEREAS, the City of Beaufort seeks to revise its Freedom of Information Act (FOIA) fee schedule to ensure consistency, transparency, and cost recovery, including the adoption of a flat hourly staff rate for time spent fulfilling FOIA requests; 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

Parks and Tourism Fund

Revenues

Release of Fund Balance	286,125
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Total Revenues	\$ 286,125
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Expenditures

Transfers Out- Downtown Marina Day Dock Project	286,125
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Total Expenditures	\$ 286,125
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Capital Projects Fund

Revenues

Transfers In- Downtown Marina Day Dock Project	286,125
--	---------

Total Revenues	\$ 286,125
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Expenditures

Capital- Downtown Marina Day Dock Project	286,125
---	---------

Total Expenditures	\$ 286,125
---------------------------	-------------------

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 March 10, 2026

2nd Reading & Adoption _____

Attachments:

- A. General Fund FY26 Budget
- B. Consolidated FY26 Revised Budget
- C. Freedom on Information Act (FOIA) Fee Schedule

EXHIBIT A**General Fund FY26 Budget**

	Adopted FY26 Budget	Budget Amendment #1	Budget Amendment #2	Budget Amendment #3	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	10,403	1,874,015
Total General Fund Revenues	\$ 28,775,971	\$ 1,637,900	\$ 700,834	\$ 10,403	\$ 31,125,108
<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	-	-	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 & Tourism	Stormwater	State Accommodations	Fire Impact Fund	TIF II Fund	Capital Project	
Revenues	General Fund	ARPA Fund	Fund	Fund	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	-	-	-	-	-	-	6,710,837	6,780,421
Issuance of Capital Lease	833,472								833,472
Release of Committed Fund Balance	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	1,260,325	32,792	224,363	-	620,000	700,000	3,057,816
Total Revenues	\$ 31,125,108	\$ 1,591,080	\$ 9,334,010	\$ 1,903,199	\$ 1,639,669	\$ 205,000	\$ 1,940,000	\$ 29,166,596	\$ 76,904,662
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	29,166,596	32,029,525
Debt	2,056,248	-	969,496	518,900	-	-	-	-	3,544,644
Transfers Out	375,000	1,352,827	2,847,370	467,061	538,223	-	1,200,000	-	6,780,481
Contribution to Fund Balance	-	-	-	-	-	205,000	-	-	205,000
Total Expenditures	\$ 29,625,108	\$ 1,591,080	\$ 9,334,010	\$ 1,903,199	\$ 1,639,669	\$ 205,000	\$ 1,940,000	\$ 29,166,596	\$ 75,404,662
Net (Deficit) Surplus	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000

EXHIBIT C

Freedom of Information Act (FOIA) Fee Schedule

Employee/Administrative Time- Requests that require approximately one hour or more of staff time may be charged a \$20 per hour fee. ~~based on the hourly wage of the employee(s) with the lowest possible wage.~~

Photocopying- Requests that require copying approximately 15 pages or more may be charged 3015 cents per page for black and white copies, ~~and 450~~ cents per page for color copies ~~and \$6.00 per page for plotter/large format copies of plans. The fee is \$5.00 per disc for information to be copied onto a CD.~~

Postage or Other Fees- Requests that require more than \$5.00 in postage or other fees may be charged the actual costs incurred.

If the costs of responding to the request are estimated to be \$100 or more, then a minimum deposit amounting to 25% of the total reasonably anticipated cost may be required.

~~The full amount of the total cost must be paid at the time of production of the request. Payment in part or in full of any fees charged may be required prior to the release of records.~~



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/04/2026
From: Alan Eisenman, Finance Director
Item Name: Authorization to allow the City Manager to enter into a Contractual Agreement for Marina Day Dock Project
Meeting Date: March 10, 2026
Department: Finance Department

Background Information:

Introduction:

On February 19, 2026, the City solicited a request for proposals, RFP 2026-108 Marina Dinghy Dock Replacement. 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 February 24th. Questions were received by the deadline of February 26th, and answers were published on February 27th. The city received two bid submissions by the deadline of March 3rd at 2:00 PM. The submissions were opened during a public meeting at that time.

O'Quinn Marine Construction, Inc.	Beaufort, SC	\$241,950
IPW Construction Group, LLC	Charleston, SC	\$441,972

The bid submissions were submitted to McSweeney Engineers for review. Mr. William Barna, PE responded with a recommendation for O'Quinn Marine Construction as the lowest most responsive bidder for this project.

Background:

The City's marina day "Dinghy" dock was damaged during Hurricane Helene in October 2024. Due to FEMA environmental conditions, the in-water work for this project must be completed by May 1st to not impact the manatee migration season.

Legal Authority:

City Code of Ordinance- 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 Marina Day Dock Project with O'Quinn Marine Construction, Inc.

Placed on Agenda For:

Action

Attachments:

1. RFP 2026-108 Marina Dinghy Dock Replacement Recommendation Memo
2. CONTRACT RFP 2026-108 MARINA DAY DINGHY DOCK REPLACEMENT
3. OQUINN RFP 2026-108 Marina Day Dock Replacement Response
4. Marina Day Dock - McSweeney Recommendation

CITY OF BEAUFORT - INTERNAL MEMORANDUM

TO: SCOTT MARSHALL
FROM: JAY PHILLIPS
SUBJECT: RECOMMENDATION MEMO FOR RFP 2025-108 MARINA DINGHY DOCK REPLACEMENT
DATE: 03/03/2026
CC: LINDA ROPER, NATHAN FARROW, BRIAN RANGER, SANDRA RICE, ALAN EISENMAN

On February 19, 2026, the City solicited a request for proposals, RFP 2026-108 Marina Dinghy Dock Replacement. 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 February 24th. Questions were received by the deadline of February 26th, and answers were published on February 27th. The city received two bid submissions by the deadline of March 3rd at 2:00 PM. The submissions were opened during a public meeting at that time.

O'Quinn Marine Construction, Inc.	Beaufort, SC	\$241,950
IPW Construction Group, LLC	Charleston, SC	\$441,972

The bid submissions were submitted to McSweeney Engineers for review. Mr. William Barna, PE responded with a recommendation for O'Quinn Marine Construction as the lowest most responsive bidder for this project. Upon your approval, a Notice of Intent to Award and contract draft will be sent to O'Quinn Marine Construction and submitted for City Council approval during the regular meeting on March 10, 2026.

Scott Marshall
CITY MANAGER
843-525-7070



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

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

Standard Agreement Between
City of Beaufort and O'Quinn Marine Construction, Inc.

where the basis of payment is a STIPULATED SUM

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the _____ day of **March** in the year 2026.

BETWEEN the Owner:

**CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT, SOUTH CAROLINA 29902**

and the Contractor:

**O'QUINN MARINE CONSTRUCTION, INC.
95 SHEPPARD ROAD
BEAUFORT, SC 29907**

The Project is:

RFP 2026-108 MARINA DINGHY DOCK REPLACEMENT

The Owner and Consultant agree as follows:

ARTICLE 1 - THE DOCUMENTS

The contract Documents consist of this Agreement, **(City of Beaufort and O'Quinn Marine Construction, Inc., Conditions of the Contract (General, Supplementary and other Conditions), the Request for Proposal (RFP 2026-108) and the Proposal Submitted by O'Quinn Marine Construction in response to this RFP, Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Document, other than Modifications appears in Article 8.**

ARTICLE 2 - THE WORK OF THIS AGREEMENT-

Contractor shall fully execute the Work described in the Agreement, except to the extent

Scott Marshall
CITY MANAGER
843-525-7070



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

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

specifically indicated in the Agreement to be the responsibility of others.

ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The date of commencement shall be the date of this Agreement.
 - 3.2 The term of this agreement shall be in effect for three (3) months from the date of commencement.
 - 3.3 All in-water work to be completed by April 30, 2026.
- NOTICE TO PROCEED WILL BE ISSUED WITHIN (1) DAY OF SIGNED AGREEMENT.

ARTICLE 4 - CONTRACT SUM

- 4.1 The Owner shall pay the Contractor on a fee basis not to exceed \$241,950.

ARTICLE 5 - PAYMENTS

- 5.1 Payment shall be remitted after completed tasks have been approved by the Owners Representative, and an invoice for said service has been submitted and received.

ARTICLE 6 - TERMINATION OR SUSPENSION

- 6.1 The Agreement may be terminated by the Owner or Contractor prior to assignment of tasks.
- 6.2 The work may be suspended by the Owner.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

- 7.1 The Owner's representative is:

**BRIAN RANGER
CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT, SOUTH CAROLINA 29902**

- 7.2 Consultant's representative is:

**J. W. WEATHERFORD
O'QUINN MARINE CONSTRUCTION, INC.**

Scott Marshall
CITY MANAGER
843-525-7070



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

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

**95 SHEPPARD ROAD
BEAUFORT, SC 29907**

7.3 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

ARTICLE 8 - ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Agreement, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed Standard Form of Agreement Between the City of Beaufort, (Owner) and O'Quinn Marine Construction. (Contractor).

8.1.2 The General Conditions are the Owner's General Conditions.

8.1.3 The Specifications are those of RFP 2026-108.

8.1.4 The Addenda, if any, are as follows:

8.1.5 Other documents, if any, forming part of the Contract Documents are as follows:

- **THE REQUEST FOR QUALIFICATIONS: RFP 2026-108, AND THE PROPOSAL SUBMITTED IN RESPONSE TO THE RFP ARE ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN**
- **CERTIFICATES OF LIABILITY AND WORKERS COMPENSATION INSURANCE**
- **CITY OF BEAUFORT BUSINESS LICENSE**

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Director of Capital Projects, one to the Consultant for use in the administration of the Agreement, and the remainder to the Owner.

WITNESS
(Signature)

(Printed Name)

CITY OF BEAUFORT
(Signature)

CITY MANAGER

Scott Marshall
CITY MANAGER
843-525-7070



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

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

WITNESS
(Signature)

(Printed Name)

O'QUINN MARINE CONSTRUCTION
(Signature)

(Printed name and title)



95 Sheppard Road Beaufort, SC 29907
Office 843-522-3313 Fax 843-522-3138

Cover Page – Transmittal Letter



95 Sheppard Road Beaufort, SC 29907
Office 843-522-3313 Fax 843-522-3138

Transmittal Letter

Name: O'Quinn Marine Construction

Address: 95 Sheppard Beaufort, SC 29907

Email: jw@oquinnmarineinc.com

Telephone: 843.522.3313

Contact Person: J. W. Weatherford

Name of Persons authorized to make representations on behalf of the proposer shall be J. W.

Weatherford, Duncan O'Quinn, or Nancy Lucas.



95 Sheppard Road Beaufort, SC 29907
Office 843-522-3313 Fax 843-522-3138

Cover Page – Executive Summary



95 Sheppard Road Beaufort, SC 29907
Office 843-522-3313 Fax 843-522-3138

Executive Summary

The objective of the project is to select a licensed and qualified contractor for the replacement of the floating dingy dock at the downtown marina. The goal is for the contractor to provide and install two floating dock segments connected to form an "L" configuration. The dock was damaged by Hurricane Helene in September of 2024. The city is able to utilize FEMA funds to replace what is left of the existing Dingy Dock. Due to the federal stipulations on the funds to be used all in-water work must be completed before May 1, 2026.

O'Quinn Marine Construction should be chosen because we are intimately aware of the circumstances regarding the Dingy Dock, Marina, and Waterfront Park as we are working with the city to repair all of these in one stage or another. We should also be chosen based off of our team and experience.

Duncan O'Quinn has forty-two in the industry and has built O'Quinn Marine Construction into the largest marine contractor in Beaufort County. He has mastered an array of marine construction services to include; sea walls/ bulkheads, hundreds of residential, municipal, and commercial docks in Beaufort county, rock revetments such as the 2,000 tons project around the Fripp Island Bridge Abutment that we completed this year, constructing bridges from golf courses like the prestigious local Session Golf course to gated community bridges for the Islands of Beaufort and Harbor Island, as well as being the trusted contractor for numerous repairs projects on municipal public boat landings like Russ Point, Broad River Bridge, Pigeon Point, and the Sands to the industry standard boat landing that we built from design to construction the White Hall Boat Landing.

J. W. Weatherford is O'Quinn Marine Construction General Manager. He has been with the company for over 2 1/2 years, but has managed public lands and projects as park manager with the SC State Park Service for 15 years before moving to the private sector. He has managed major projects in SC State Parks like the implantation of the Palmetto Trail into Croft State Park, and a LWCF Grant for an ADA trail around lake centennial at Sesquicentennial State Park, to the opening of Hunting Island State Park after the devastating hurricanes of Matthew and Irma and the management of turning St. Phillips Island from a private residential island owned by Ted Turner to the ecotourism jewel of Hunting Island State Park. Both Hunting Island and St. Phillips Island have had numerous issues with water drainage after the storms clogged all of the natural flowing channels throughout the parks. He also now manages all municipal projects between O'Quinn Martine Construction and our local governmental stakeholders contracts with the town of Port Royal, City of Beaufort, Beaufort County, SCDNR, and SCPRT.



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Cover Page – Detailed Description



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Detailed Description

The work to be performed will be in strict accordance of the engineered dock replacement schematic. In an effort reduce redundancy in copying pages four through seven of RFP 2026-108 of the Downtown Marina Dinghy Dock Replacement, we will use the same or better materials as described. We have read, affirm, and agree to each section to include floating dock requirements, design and load conditions, materials and construction, floatation, floatation performance, steel components, cleats, dock bumpers, transition plate, and pile guides.

O'Quinn Marine Construction has a guaranteed warranty on all workmanship and materials for a period of one year if anything should prove defective. We will repair or replace at no cost to the client. If anything should fail or falter due to normal circumstances after this one-year period it is and will always be our goal to make things right by our customer. We will show integrity in our efforts to ensure that problems are rectified as quickly as possible.



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Cover Page – Affirmative Statement



95 Sheppard Road Beaufort, SC 29907
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Affirmative Statement

O'Quinn Marine Construction has read and agrees to the General Terms and Conditions and will adhere to them as a component of the contract documents.



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Cover Page – Exceptions, Qualifications, or Exclusions



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Qualifications

Other than what is previously discussed we would like to add that we are proudly a local vendor. We do qualify for section 2.537.1.

LOCAL VENDOR PREFERENCE - SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract Award. A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in the Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed. If no bids are received, from a Beaufort County Local Vendor a vendor shall be deemed to be a "local" vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, or Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

if the procurement is to be made pursuant to state or federal guidelines, which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines.

Local/state preference shall not be applied to the procurement of construction services.



95 Sheppard Road Beaufort, SC 29907
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Cover Page – Work history and references



95 Sheppard Road Beaufort, SC 29907
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Work history and references

- Demonstration of construction experience with commercial and government
 - O'Quinn Marine construction has forty-two in the industry and has built O'Quinn Marine Construction into the largest marine contractor in Beaufort County. He has mastered an array of marine construction services to include; sea walls/ bulkheads, hundreds of residential, municipal, and commercial docks in Beaufort county, rock revetments such as the 2,000 tons project around the Fripp Island Bridge Abutment that we completed last year, constructing bridges from golf courses like the prestigious local Session Golf course to gated community bridges for the Islands of Beaufort and Harbor Island, as well as being the trusted contractor for numerous repairs projects on municipal public boat landings like Russ Point, Broad River Bridge, Pigeon Point, and the Sands to the industry standard boat landing that we built from design to construction the White Hall Boat Landing.
- Client references
 - Beaufort County
 - Jared Fralix – jared.fralix@bcgov.net - 843.255.2730
 - C. C. Haig Boat Landing retrofitted for new Daufuskie Island Ferry Service
 - City of Beaufort
 - Lind Roper – lroper@cityofbeaufort.org – 843.263.7219
 - Day Dock install and connection to historic waterfront park
 - Spring Island Community
 - Doug Gaddy – dgaddy@springisland.com- 843.441.7795
 - Spring Island Community Dock Installation

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION

CCB 1076073

CONTRACTOR'S LICENSING BOARD

LICENSE#: CLG.94640

LICENSE#: CLG.94640

O'QUINN MARINE CONSTRUCTION INC

95 SHEPPARD RD
BEAUFORT SC 29907-2520

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:

Marine-MR5, Bridges-BR5, Building-BD5

(If this license has "Limited Building-LB" classification, work is limited to 3 stories in height)

LICENSE NUMBER:CLG.94640

Initial License Date:01/09/1996

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): **ROBERT D O'QUINN III**

W. Carlos W. Tilton
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. ***



OQUIN-2

OP ID: HM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2026

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 South Point Group, Inc. PO Box 3165 Bluffton, SC 29910 Hank McCracken		843-757-4847		CONTACT NAME: Hank McCracken	
				PHONE (A/C, No, Ext): 843-757-4847	FAX (A/C, No): 843-757-2513
				E-MAIL ADDRESS:	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: New York Marine & General	
				INSURER B: American Interstate Insurance	
				INSURER C: Great American Insurance	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED
O'Quinn Marine Construction
Inc.
95 Sheppard Road
Beaufort, SC 29902

COVERAGES

CERTIFICATE NUMBER:

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 ☐ CLAIMS-MADE ☒ OCCUR ☒ Hull & P&I GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ML202500002286 ML202500002286	04/12/2025 04/12/2025	04/12/2026 04/12/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AU202500018844	04/12/2025	04/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000			ML202500002287	04/12/2025	04/12/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCSC3265562024 AVWCSC3265562025	04/24/2024 04/24/2025	04/24/2025 04/24/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Inland Marine			OMP3492273	04/12/2025	04/12/2026	Pollution \$ 1,000,000 Rental Eq 500,000

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

Certificate Holder is an additional insured under the General Liability when required by written contract or written agreement.

CERTIFICATE HOLDER

CANCELLATION

CITYOFB

City of Beaufort, SC
1911 Boundary St
Beaufort, SC 29902

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

BID FORM
Marina Day Dock Replacement

GENERAL:

Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses, and applicable taxes necessary to complete the project known as the City of Beaufort Marina Day Dock Replacement in accordance with the Bidding Documents. This form is for bidding purposes and does not replace or relieve the contractor's obligation to furnish a formal schedule of values for the work in accordance with the contract documents.

UNIT PRICE WORK AND SCHEDULE OF VALUES:

BIDDER offers for the Owner's consideration and uses the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER.

Base Bid

NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE	UNIT OF MEASURE	TOTAL COST
1	Mobilization	1		LS	\$10,000.00
2	Demolition	1		LS	\$4,500.00
3	Dock Segment 1	1		EA	\$67,150.00
4	Dock Segment 2	1		EA	\$159,000.00
5	Plastic Piling Caps	13		EA	\$1,300.00

Base Bid Total

\$ 241,950.00

Scott Marshall
CITY MANAGER
843-525-7070



CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

Jay Phillips
PROCUREMENT ADMINISTRATOR
843-525-7071

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF South Carolina)

COUNTY OF Beaufort)

Jonathan W. Weatherford

, being first duly sworn, deposes and says that:

1. He/She is General Manager (title) for/of O'Quinn Marine Construction Inc (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.

3-2-26

DATE

O'Quinn Marine Construction Inc.

COMPANY/BUSINESS

BY: J.W. Weatherford

SIGNATURE

Jonathan W. Weatherford

NON-COLLUSION AFFIDAVIT

STATE OF South Carolina)

COUNTY OF Beaufort)

Jonathan W. Weatherford

, being first duly sworn, deposes and says that:

1. He/She is General Manager of O'Quinn Marine Construction Inc. 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.

3-2-26

DATE

J. W. Weatherford

SIGNATURE

O'Quinn Marine Construction Inc.

COMPANY NAME

Jonathan W. Weatherford

PRINTER NAME

SWORN to before me this

2nd day of March, 2026

Notary Public for South Carolina (state) My commission expires: 6-17-2029

By: Nancy H. Kuehn
(signature)

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
Is this a small business? Yes ☐ No ☒	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 ☐ No ☒	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 ☐ No ☒ 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 ☐ No ☒	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 ☐ No ☒	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 ☐ No ☒	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 ☐ No ☒	
Is this business incorporated? Yes ☒ No ☐	

CITY OF BEAUFORT
RFP SIGNATURE PAGE
WATERFRONT PARK DOCK REPLACEMENT
RFP 2026-108

PROPOSER'S NAME: O'Quinn Marine Construction Inc.

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.

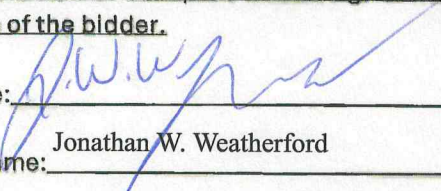
The words "Bidder", "Offeror", "Proposer", "Vendor", and "Company" are used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.

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

Addendum No.	Date
<u>1</u>	<u>02/23/2026</u>
<u>2</u>	<u>02/25/2026</u>
<u>3</u>	<u>02/25/2026</u>
<u>4</u>	<u>02/26/2026</u>

Address: Post Office Box: _____ Zip: _____
95 Sheppard Road
Street: _____ Zip: _____
Beaufort SC
City: _____ State: _____
Telephone: 843-522-3313
Email: jw@oquinnmarineinc.com

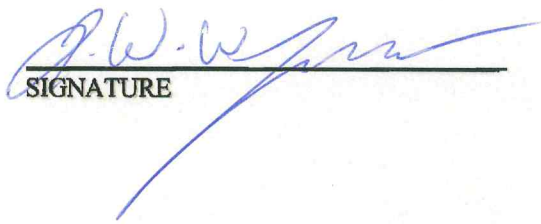
Proposal will not be accepted unless signed in the appropriate space by an authorized officer or employee of the bidder.

*Signature:  Title: General Manager

Printed Name: Jonathan W. Weatherford Date: 3-2-26

All Bidders shall acknowledge receipt and acceptance of this addendum by signing in the space provided in the RFP Signature Page. Bids submitted without this Addendum may be considered non-responsive.

3-2-26
DATE


SIGNATURE

O'Quinn Marine Construction Inc.
COMPANY NAME

Jonathan W. Weatherford
PRINTER NAME



Melissa W. Black
Client Manager Surety
Mid-Atlantic Region

Marsh McLennan Agency
5605 Carnegie Blvd. | Suite 300
Charlotte, NC 28209
T +1 704 972 1938 | Main +1 704 365 6213
Melissa.Black@MarshMMA.com

February 25, 2026

Re: O'Quinn Marine Construction

Project: City of Beaufort Dinghy Dock Replacement RFP 2026-108

Dear Sir or Madam:

We are pleased to be able to write you concerning our valued client, O'Quinn Marine Construction, which we have enjoyed a pleasant and more than satisfying relationship.

Merchants National Bonding, Inc. has served as Surety for O'Quinn Marine Construction since 2004. Merchants National Bonding, Inc. Has an A. M. Best Rating of "A" (Excellent). We have approved projects in the \$4,000,000 range with an aggregate work program of \$10,000.00. The current available capacity is \$7,000,000. This is not to be construed as a maximum allowance of surety credit on behalf of O'Quinn Marine Construction. We consider O'Quinn Marine Construction, to be very competently managed with the financial stability to perform all its contract obligations. We are also well acquainted with key management for whom we have the utmost regard.

This is to advise you that Merchants National Bonding, Inc., is prepared to execute the necessary Bid and/or Performance and Payment Bonds on behalf of O'Quinn Marine Construction, should they be awarded a contract.

This commitment is based upon the underwriting of the account at the time final bonds are requested, including but not limited to acceptable job specifications, bond forms, and contract.

Should you desire any additional information concerning this fine company, please do not hesitate to call.

Very truly yours,

Merchants National Bonding, Inc.

By: 
Melissa W. Black, Attorney-in-Fact



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Angela Y Buckner; Bradford W Gibson; H Thomas Dawkins; Janine A Kappen; Jennifer Agee; Leah E Farnsworth; Martin D Pallazza; Melissa W Black; Michelle S Isola; Patricia D Duggins; Raymond J Garruto; Robert C Tresher; Wendy E Lahm

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of September, 2025.



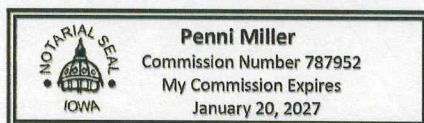
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of September, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of February, 2026.



Elisabeth Sandersfeld

Secretary



March 3, 2026

Jay Phillips
Financial Systems Analyst
Procurement Administrator
City of Beaufort
Beaufort, SC 29902

McSweeney Engineers has reviewed the bids for RFP 2026-108 for the Marina Day Dock and provides a formal recommendation for O'Quinn Marine Construction Company, Inc. to perform the work.

Very truly yours,

A handwritten signature in black ink, appearing to read 'William D. Barna', is written over a light blue horizontal line.

William D. Barna, P.E.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/04/2026
From: Alan Eisenman, Finance Director
Item Name: Authorization to allow the City Manager to enter into a Contractual Agreement for Now We Know! Program
Meeting Date: March 10, 2026
Department: Finance Department

Background Information:

Introduction:

The City of Beaufort has been invited to be the subject of a television educational documentary series segment on CNBC's "Now We Know" program hosted by Steve Guttenburg.

Background:

Producers from CNBC's educational documentary, "Now We Know," approached the city about dedicating a segment of their show to the City of Beaufort. On October 7, Mayor Phil Cromer, City Manager Scott Marshall and PIO Ashley Brandon met with the show's producer, Will Barnes. Will explained that exploring cities is a new direction in which they want to take the show and he would like us to be among the first of such projects. It is estimated that the show reaches roughly 85 million households in the U.S. There are costs to the city involved which total \$24,500 to help produce the segment. In return, the City retains full rights to rebroadcast or share the video segment as we see fit.

On November 18, 2025, Mr. Marshall and Mr. Barnes discussed the show to Council as a Worksession agenda item.

On January 14, 2026, an ATAX application was submitted by Robb Wells on behalf of Visit Beaufort for funding for the Now You Know! television project. On March 4, Robb Wells presented the project to Chet Patel, Matthew McAllheny, Randy Novic and Joanne Parrish of the Tourism Development Advisory Committee. The project consists of the production of a six-to-eight-minute segment documentary style educational segment on the history of the City of Beaufort and the Lowcountry of South Carolina to air on CNBC. The cost of the project is

\$24,500 with funding from the balance of the FY2026 ATAX award budget of \$33,346.

The members of TDAC are unanimous in their recommendation of the award to Visit Beaufort.

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 Now We Know Program.

Placed on Agenda For:

Action

Attachments:

1. RECOMMENDATION MEMO FY2026 ATAX AWARD VISIT BEAUFORT NOW YOU KNOW!
2. NOW YOU KNOW Authorization for Production - Beaufort SC
3. APP VISIT BEAUFORT NOW YOU KNOW! TV PROJECT

CITY OF BEAUFORT - INTERNAL MEMORANDUM

TO: SCOTT MARSHALL
FROM: JAY PHILLIPS
SUBJECT: RECOMMENDATION MEMO FY2026 ATAX AWARD TO VISIT BEAUFORT FOR "NOW YOU KNOW!" PROJECT
DATE: 03/04/2026
CC: ALAN EISENMAN

On January 14, 2026, an ATAX application was submitted by Robb Wells on behalf of Visit Beaufort for funding for the Now You Know! television project. On March 4, Robb Wells presented the project to Chet Patel, Matthew McAllheny, Randy Novic and Joanne Parrish of the Tourism Development Advisory Committee. The project consists of the production of a six-to-eight-minute segment documentary style educational segment on the history of the City of Beaufort and the Lowcountry of South Carolina to air on CNBC. The cost of the project is \$24,500 with funding from the balance of the FY2026 ATAX award budget of \$33,346.

The members of TDAC are unanimous in their recommendation of the award to Visit Beaufort. Upon your approval, the recommendation will be submitted for approval by City Council during the meeting on March 10, 2026.



Authorization for Production

Company Name: City of Beaufort, SC

Contact(s): Scott Marshall, Alan Eisenman, Ashley Brandon

Phone: (843) 525-7070, (843) 525-7009, (843) 941-0997

Email: smarshall@cityofbeaufort.org, aeisenman@cityofbeaufort.org, abrandon@cityofbeaufort.org

Producer: Matthew Shockey

"Now We Know!" Obligations

- 6-8-minute documentary style educational segment production – Segment will include videography, narration, script, graphics, interviews, music, design (set/program), music, relevant company information all produced by "Now We Know!"
- Field Producer and camera crew to travel and film on site (b-roll and interviews) at location of participants choice upon meeting standard guidelines of production.
- Distribution of 6-8-minute segment to air on CNBC, target air date TBD.
- Production and editing of 3 segments – Corporate Documentary, Broadcast Quality Commercial, and Social Media Highlight Segment.
- "Now We Know!" will provide all raw footage shot on location to participant 30-45 days after segment is distributed.

Production Benchmarks*

1. Production fee, Location Confirmation, and Production Shoot Questionnaire submitted
2. "Now We Know!" reviews all materials and drafts script which will be reviewed and ultimately approved by participant. Location and filming date approved.
3. Filming and editing completed; narratives approved; media scheduled.

* Production subject to begin immediately upon signing Authorization.

Participant Obligations

- Complete and submit "Now We Know!" Preliminary Shoot Questionnaire.
- Provide industry experts (Participant employees or partners) to be interviewed on camera.
- Location for filming.
- Participant to pay production fee as follows: \$21,500 Production Fee (includes all pre and post production) along with \$3,000 continental US location fee submitted with signed contract and invoice (net 30).
- Script reviewed and approved for technical accuracy before shoot date.
- 6-8-minute educational segment to be reviewed and approved for technical accuracy before network distribution.

Disclaimers

- "Now We Know!" preserves editorial control; however, the segment will not be distributed unless approved by participant.
- "Now We Know!" will adhere to CNBC's official practices.
- Participant agrees to be a content expert for "Now We Know!" and acknowledges that narrative format is educational in nature.
- Host Steve Guttenberg's image will only be used for educational purposes.

Participant Print Name, Title

Signature

Scott Marshall, City Manager

Producer Print Name

Signature

Will Barnes, Executive Producer

ACCOMMODATIONS TAX GRANT APPLICATION

2025-2026



CITY OF BEAUFORT

TOURISM DEVELOPMENT ADVISORY COMMITTEE

The South Carolina Accommodations Tax (ATAX) Law Code Title 6 requires a two percent tax on overnight accommodations in addition to statewide sales tax. South Carolina Code 6, Chapter 4, Allocations of Accommodations Tax Revenues states how those monies are to be allocated. A portion of ATAX funds are allocated to the local municipality or county, and a portion of those funds are allocated for local grant awards to qualifying organizations to conduct activities, events and exhibits that support and increase local tourism, and future ATAX revenues.

This ATAX Grant Application is to apply for funding from the Beaufort Accommodations Tax Fund. Applications are reviewed by the Beaufort Tourism Development Advisory Committee (TDAC). The TDAC makes funding recommendations to the Beaufort City Council. The Beaufort City Council approves all final ATAX grant awards for the City of Beaufort.

Mandatory Learn and Share Workshops: The City of Beaufort will hold workshops for applicants to learn about the application requirements and recommendation process and identify other organizations for collaboration opportunities. Applicants must attend one of two workshop sessions to apply for ATAX funding. All applications must be fully completed and received by the application due date. Approved applicants are required to make presentations to the TDAC Committee during a public meeting.

2025-2026 ATAX Calendar

August 6	Applications Available
August 15	Workshop 1, 2:00pm, Community Development Conference Room
August 18	Workshop 2, 10:30am, Community Development Conference Room
August 29	Applications due by 4:00pm
September 24	Applicant Presentations to TDAC, City Council Chambers
September 30	TDAC Recommendations Meeting
October 14	City Council Work Session, TDAC Presentations (<i>subject to change</i>)
November 18	City Council Regular Meeting, Approval of ATAX Grant Awards (<i>subject to change</i>)

Online applications are available at <https://cityofbeaufort.org/300/Tourism-Development-Advisory-Committee> and must be completed on or before the due date. The City of Beaufort, Finance Department will confirm by email from address: atax@cityofbeaufort.org, that the applications has been received. For more information contact the ATAX Administrator at (843) 525-7071.

ACCOMMODATIONS TAX FUNDS APPLICATION INSTRUCTIONS

Policies and Procedures

1. All areas of the application must be completed. Incomplete applications will be deemed unresponsive and will not be considered for funding. Applications must be submitted online. Accommodation tax funds are for use by non-profit organizations.
2. If your organization received funding last year, a copy of the financial statement for the event or project must accompany your application.
3. Funding is administered through a reimbursement method. An ATAX Final Report and Reimbursement Request form must be submitted. All areas of the form must be completed including a summary of the approved event or project and a final report of all revenues and expenses. Documentation of approved expenditures eligible for reimbursement must be submitted . Supporting documents include signed contract(s), invoices, and proof of payment.
4. All Funding should be matched on at least a 50-50 basis with the exception for the City's Designated Marketing Organization. Matching funds do not have to be tourism related expenditures but cannot be from other ATAX funded sources.
5. Accommodation tax funds may not be awarded purely on local functions.
6. Accommodation tax funds are public funds and as such recipients of such funds must follow all applicable procurement policies and procedures of the City.
7. All organizations receiving Accommodation Tax funding are subject to an audit.
8. Any profit may be deducted from your final grant reimbursement amount.
9. The expectation is that organizations will work toward financial autonomy or seek other funding sources.

Guidelines for Tourism

1. "Tourism-related expenditures" include:
 - a. advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity;
 - b. promotion of the arts and cultural events;
 - c. construction, maintenance, and operation of facilities for civic and cultural activities including construction and maintenance of access and other nearby roads and utilities for the facilities;
 - d. the criminal justice system, law enforcement, fire protection, solid waste collection, and health facilities when required to serve tourists and tourist facilities. This is based on the estimated percentage of costs directly attributed to tourists;
 - e. public facilities such as restrooms, dressing rooms, parks, and parking lots;
 - f. tourist shuttle transportation;
 - g. control and repair of waterfront erosion, including beach re-nourishment;
 - h. operating visitor information centers.

2. "Travel" and "Tourism" mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work. "Tourist" is generally defined as those who travel at least 50 miles to attend an event.
3. Applicants must be able to substantiate how much of the total expenditure is related to tourism, and must be able to provide the "percentage of tourism" to the total budget of the project.
4. That the expenditure must be used for marketing and other qualified expenses directed toward increasing hotel/motel room nights (overnight visitors) and toward bringing people to Beaufort from outside the metropolitan area.
5. Individual organizations with a similar focus, constituency, or concern should work together within the framework of the designations below that are a part of the makeup of the Beaufort community. ATAX funding will be awarded to groups showing a willingness to coordinate their marketing efforts in conjunction with The City's DMO (Designated Marketing Organization). These 'sub-brands' are:
 - a. History & Culture – can include the history and culture of Beaufort; the Beaufort Historic District; history of the Gullah people and culture on the Sea Islands; the Gullah/Geechee Corridor; military history of the Beaufort Area; etc.
 - b. Events & Festivals – includes events and festivals of one day or longer that bring individuals from outside the Beaufort area.
 - c. The Arts – events and activities to support, promote, and highlight the arts in Beaufort. Includes visual, performing, and literary arts, etc.
 - d. Outdoor Recreation – includes watersports, golf, local recreational areas, etc.

The expenditure may not be used for an item that would normally be provided by the county or municipality.

6. Allowable expenses include:
 - a. Development of new events or major exhibits and activities.
 - b. Promotional activities that complement advertising include materials that create awareness and build or maintain a good image of Beaufort.
 - c. The purchase of recognized media advertising focused on attracting visitors to the Beaufort area (social media, print, broadcast).
 - d. Advertising activities must be in markets more than 50 miles from Beaufort or with a broadcast radius of 50+ miles. Local media outlets do not normally meet the intended purpose of the grant and will receive less consideration than media outlets located 50+ miles outside of Beaufort.
 - e. No more than 30% of grant funds may be used for postage.
7. All applicants who receive ATAX grants for "Marketing and Promotion" should coordinate with the Designated Marketing Organization (DMO) and the ads should fit within the DMO's current advertising plan. Although the DMO is an ATAX grant recipient, the DMO does not use its awarded ATAX funds to execute ad campaigns for other organization receiving ATAX funds.
8. Organizations applying for funding must list any other Accommodations Tax funding they have requested or received from other municipalities or counties for the same funding year.
9. Grant recipients are required to include references to the DMO in all of their marketing materials:
 - a. Reciprocal website links to the designated DMO.
 - b. The DMO logo on printed pieces and any call-to-action.
 - c. The DMO must be listed as a sponsor in the event program and must be included in any call-to-action.
 - d. The addition of the DMO logo in banner ads with call-to-action.
10. Organizations out of compliance with deadlines and required procedures will result in possible

penalties.

- a. Failure to use funds as specified in the contract may result in penalties up to and including a full refund of grant funds.
- b. Failure to follow the agreed upon procedures and submission of the Final Report and Reimbursement Request by the deadline may result in penalties up to and including cancelation of the ATAX grant award.
- c. Applicants who do not comply with all deadlines and procedures may be disqualified from applying for ATAX grants for two years.

11. Applicants are encouraged to schedule events during the off-season (3rd week of July to the end of Sept. and 3rd week of Nov. to 1st week of March).

Grant Review Criteria – *Applications are evaluated and scored based on the following areas:*

1. Impact on Tourism
 - a. What is the anticipated attendance (number) or number of people who will benefit from this event or project?
 - b. What is the anticipated attendance of tourists, having traveled more than fifty miles to attend.
 - c. Describe how the impact on tourist attendance will be evaluated and measured.
 - d. Describe in detail the marketing/promotional plan and how it will effectively reach tourists and attract them to the City of Beaufort. Explain how marketing or promotional plans to be funded are the best or most effective, and how this determination was made.
2. Coordination and collaboration to leverage impact
 - a. How will the applicant coordinate the proposed project or event with other organizations, activities, or events to leverage impact?
 - b. What commitments are in place from others related to coordination and collaboration with the proposed project?
 - c. Describe how your marketing plan and event fits into one of the DMO's 'sub-brands for tourism' (Arts, Events & Festivals, History & Culture, Outdoor Recreation).
3. Fiscal stability and Administrative Ability
 - a. Provide a description of the applicant's organizational structure, operating budget, and history with similar projects or events.
 - b. What are the organization's goals? How does this project or event fit with the organization's mission?
 - c. Explain how project or event expenses will be financed until reimbursement is received.
4. Budget
 - a. Applicants must submit their event or project budget.
5. Prior History and success with City of Beaufort ATAX grant awards.
 - a. Describe the event or project, and amount(s) of prior ATAX grant awards received from the City of Beaufort in the past 5 years.
 - b. Describe the success and challenges of the event or project.

CITY OF BEAUFORT

ACCOMMODATIONS TAX GRANT APPLICATION

A separate application is required for each event or project for which funding is requested.

1. Name of Organization: Visit Beaufort
2. Mailing Address: PO BOX 501 City Beaufort State SC Postal Code 29901
3. Project Director: City Staff
- Project Treasurer or Administrative Official: City Finance
- Telephone : 843-525-8500 Email: robb@beaufortsc.org
4. Event or Project Name: Now You Know TV project

List below any Accommodations Tax funding that has previously been awarded from the City of Beaufort for this specific event or project.

N/A

List Accommodations Tax funding that has previously been awarded by the City of Beaufort for other events or projects.

N/A

List any Accommodations Tax funds that has previously been awarded from other municipalities or counties for this proposed event or project.

N/A

5. Dates you will begin and complete work on your event or project: Begin – Month/Year 1/2026 End – Month/Year 6/2026

Note: Event or project must be completed within 12 months from date of award.

6. Applicant Category (check all that apply)

- ☒ on-profit organization registered with the Secretary of South Carolina
- ☐ Eleemosynary organization established under IRS Code 501 (c) 3,4,5,6,7,10
- ☐ Other Non-profit organization
- ☒ Government or governmental agency ☐ For-profit organization

7. Federal Employee Identification number (EIN): _____

8. Total Estimated Costs of the Proposed Event or Project: \$ Total: \$24,500

Accommodation Tax Funds Requested: \$ Total: \$24,500

Project Funding from Other Sources: \$ 0

9. Source of Applicant's Other Funds: N/A

10. What is the anticipated total attendance for your event? Destinaito/

Total "tourist" anticipated? N/A

11. All applicants must make a collaborative effort in coordinating their marketing. Please list what organization you will be working with and explain collaboration:

Visit Beaufort, City of Beaufort

12. Provide the information below as an attachment to your application:

A. A detailed Budget showing projected revenues and expenditures for the entire event or project proposed (complete attached budget template). See Attached MEMO

B. A defined budget for the costs of the event or project for which you are seeking accommodations tax funding. The Tourism Development Advisory Committee must know specifically how you intend to spend your award. See Attached MEMO

C. A summary description of the proposed event or project. This description will be used in executive summaries and for annual reporting purposes where space is limited. Accordingly, this description must be limited to no more than 100 words. See Attached MEMO

D. Describe how the proposed event or project relates to the organization's purposes and identify who is expected to benefit. Presenting the destination as a place to visit to an audience that can be prompted to travel.

E. Describe the expected impact on tourism and the tourism industry in the area served. Certain tourism-related expenditures must be awarded on a "percentage of tourism" basis. Applicant must be able to substantiate how much of the total expenditure is related to tourism. This is an opportunity to showcase the destination in a media format that is different than traditional advertising.

F. Describe how the effectiveness of the event or project in attracting or providing for tourist will be evaluated. We will measure audience/viewership, Publicity Value, destination inquiries.

SIGNING THIS DOCUMENT CONSTITUTES A STATEMENT OF INTENT TO COMPLY WITH ALL ACCOMMODATION TAX GRANT GUIDELINES, INCLUDING THE REQUIREMENT TO FOLLOW THE CITY OF BEAUFORT'S PROCUREMENT POLICIES AND PROCEDURES AS OUTLINED IN THE PACKET INSTRUCTIONS.

I CERTIFY THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE, CORRECT AND COMPLETE.

I Robb Wells have read the ACCOMMODATION TAX FUNDS APPLICATION INSTRUCTIONS and fully understand the "Policies and Procedures", "Guidelines for Tourism" and "Grant Review Criteria". I attended the mandatory City of Beaufort ATAX Workshop on _____ and acknowledge that any misrepresentation of the required information or failure to provide required information will remove me from consideration of the 2025-2026 Accommodations Tax Funds.

Printed Name Robb Wells

Signature 

Date 1/14/26



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 02/26/2026
From: Traci Guldner, City Clerk
Item Name: Appointments to Boards, Commissions and Committees - Cultural District
Advisory Board
Meeting Date: March 10, 2026
Department: City Managers Office

Background Information:

Introduction:

Appointment of Libby Cohen for a three-year term to expire on June 30, 2029, to the designated seat of the Historic Beaufort Foundation.

Appointment of Amelie Cromer for a three-year term to expire on June 30, 2029, to the designated seat of the Beaufort History Museum.

Background:

These are designated seats that need to be appointed.

Legal Authority:

Home Rule and General powers SC 5-7-10.

Staff Recommendation:

Staff recommends approval as these are dedicated seats.

Placed on Agenda For:

Action

Attachments:

None