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City of Beaufort
1911 Boundary Street
Beaufort Municipal Complex
Beaufort, South Carolina 29902
(843) 525-7070
City Council Regular Meeting Agenda
April 14, 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. Public Comment**
 - 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](#)
- IV. Meeting Agenda Approval**
- V. Proclamations/Commendations/Recognitions**
 - A. Character Education Proclamation, Richelle Valdes Cruz, Beaufort High School
 - B. Proclamation proclaiming April 2026 as Child Abuse Prevention and Awareness Month
 - C. Proclamation proclaiming April 2026 as Sexual Assault Awareness Month
 - D. Proclamation proclaiming April 2026 as Fair Housing Month
- VI. Public Hearing**
 - A. Calhoun Streetscape Improvements Project Closeout
- VII. Consent Agenda**
 - A. CIP Monthly Report
 - B. Community Development Monthly Report

- C. Downtown Operations Monthly Report
- D. Finance Department Monthly Report
- E. Fire Department Monthly Report
- F. Human Resources Monthly Report
- G. IT Monthly Report
- H. Municipal Court Monthly Report
- I. Police Department Monthly Report
- J. Public Works Monthly Report
- K. Request for parade street closures from Sons of the Union Veterans of the Civil War Memorial Day Committee to host the Memorial Day Parade on Monday, May 25, 2026, from 8:30 am - 12:00 pm
- L. Request for streets and bridge closure from Lowcountry Habitat for Humanity to host 2026 Turkey Trot on Thursday, November 26, 2026, from 7:00 am to 10:00 am

VIII. Minutes

- A. Regular Meeting - March 10, 2026
- B. Worksession - March 24, 2026

IX. Old Business

- A. 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 - Second Reading
- B. An ordinance to amend Part 9, Chapter 1, Section 9-1008, Loud and Unseemly Noise, of the City of Beaufort Code of Ordinances - Second Reading
- C. 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 - Second Reading
- D. 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 - Second Reading
- E. 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- Second Reading

X. New Business

- A. Request for Historic Beaufort Foundation to host the 2026 Lafayette Soirée on May 16, 2026, from 6:00 pm - 10:30 pm, with allowance to transport participants from remote parking to 500 Port Republic Street, signage, and waiver of loud and unseemly noise
- B. An Ordinance authorizing and approving a first amendment to that certain 2024 Series Ordinance dated January 9, 2024; and other matters relating thereto- First Reading
- C. 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- First Reading
- D. An Ordinance amending Part 7 – Licensing and Regulation, Chapter 13 – Hospitality Fee - First Reading
- E. Authorization to allow the City Manager to enter into a Contractual Agreement for Waterfront Park Day Dock Project
- F. A Resolution adopting the City of Beaufort's Priority Community Development Needs for 2026
- G. A Resolution expressing conditional support of South Carolina Senate Bill 866, Municipal Tax Relief Act and advocating for amendments to enhance municipal flexibility
- H. A Resolution expressing opposition to the proposed termination of the History Program at the University of South Carolina Beaufort and memorializing Council's unanimous support previously expressed through a signed letter
- I. A Resolution of the City Council of the City of Beaufort, South Carolina, Authorizing the City Manager to Execute a Grant Agreement with the Beaufort County Economic Development Corporation for Economic Development Activities within the Beaufort Commerce Park

XI. Reports

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

XII. Executive Session

- A. Pursuant to Title 30, Chapter 4, Section 70 (a) (2) of the South Carolina Code of Laws: Discussion regarding the purchase or sale of property
 - 1. 1100 Boundary Street
 - 2. 2153 Boundary Street

3. Beaufort Commerce Park - Lot B
 4. Beaufort Commerce Park - Lot D
 5. Beaufort Commerce Park - Lot K
- B. Pursuant to Title 30, Chapter 4, Section 70 (a) (1) of the South Carolina Code of Law: Discussion regarding personnel appointed by City Council.

XIII. 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, Richelle Valdes Cruz 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 February 2026 as

RICHELLE VALDES CRUZ AS BEAUFORT HIGH SCHOOL STUDENT OF THE MONTH

The City of Beaufort thereby pronounces *Honesty/Integrity* as the word for the month of February and applauds Richelle Valdes Cruz, the Beaufort County School District, and Beaufort High School for their work and specifically honors Richelle Valdes Cruz 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 14th day of April 2026.

Philip E. Cromer

Attest:

Traci Guldner, City Clerk



PROCLAMATION

WHEREAS, South Carolina's future prosperity is dependent on nurturing the healthy development of the 1.1 million children currently residing in the diverse communities across our state; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, in fiscal year 2025, there were 12,269 documented children with substantiated maltreatment in South Carolina; and

WHEREAS, in fiscal year 2025, Hopeful Horizons conducted 385 Forensic Interviews for cases of alleged child abuse and neglect, while the Child Abuse Prevention Association provided 13,133 days of care to 90 foster children; and

WHEREAS, child abuse is a public health issue with serious societal consequences, as data shows the link between the abuse and neglect of children and a wide range of costly medical, emotional, psychological, and behavioral problems into adulthood; and

WHEREAS, preventing child abuse and neglect must be a priority that requires individuals, families, youth-serving organizations, faith-based groups, businesses, government agencies, and everyone that makes up our community to support the physical, emotional, and educational development of all children and their families; and

WHEREAS, effective child abuse prevention exists in communities that provide parents with the social support, knowledge of parenting and child development, and concrete resources they need to cope with the stress and nurture their children, help to ensure that all children can grow to their full potential; and

NOW, THEREFORE BE IT RESOLVED, the City of Beaufort, SC in conjunction with Hopeful Horizons, Child Abuse Prevention Association (CAPA), and support service programs around the state, designates the month of April as

CHILD ABUSE PREVENTION & AWARENESS MONTH

while urging all citizens to dedicate themselves to protect quality of life for every child.

IN WITNESS, THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 14th day of April 2026.

Philip E. Cromer

Attest:

Traci Guldner, City Clerk



PROCLAMATION

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is a widespread problem that has health implications for every person in our City of Beaufort community; and

WHEREAS, rape, sexual assault, and sexual harassment impacts our community as seen by statistics indicating that 1 in 5 women, and 1 in 10 children will experience sexual abuse in their lifetime; and

WHEREAS, Hopeful Horizons, our local children's advocacy, domestic violence, and rape crisis organization, served 1,367 primary victims in 2025; and

WHEREAS, Hopeful Horizons urges every person to speak out against harmful attitudes and actions that lead to violence; and

WHEREAS, all people are encouraged to report all types of violence in the community to make it safer; and

WHEREAS, prevention of sexual violence is possible. Therefore, we must work together to increase awareness and involve all members of the community in these efforts; as well as help survivors connect with services.

NOW, THEREFORE BE IT RESOLVED, the City of Beaufort, SC in conjunction with Hopeful Horizons, designates the month of April as

SEXUAL ASSAULT AWARENESS MONTH

IN WITNESS, THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 14th day of April 2026.

Philip E. Cromer

Attest:

Traci Guldner, City Clerk



PROCLAMATION

WHEREAS, April 2026 marks the 58th Anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, and the State of South Carolina enacted the South Carolina Fair Housing Law in 1989, that both support the policy of Fair Housing without regard to race, color, creed, national origin, sex familial status, and handicap, and encourages fair housing opportunities for all citizens, and

WHEREAS, the City of Beaufort is committed to addressing discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to help assure every citizen of their right to fair housing; and

WHEREAS, the City of Beaufort rejects discrimination on the basis of race, religion, color, sex, national origin, disability or familiar status in the sale, rental, or provision of other housing services; and

WHEREAS, the City of Beaufort desires that all its citizens be afforded the opportunity to attain a decent, safe and sound living environment.

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Beaufort, South Carolina does hereby designate April 2026 as being **Fair Housing Month** and recognizes the policy supporting Fair Housing by encouraging all citizens to endorse Fair Housing opportunities for all not only during Fair Housing Month but throughout the year.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 14th day of April 2026.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk

**Community Development Block Grant
Notice of Public Hearing
Concerning Program Performance and Accomplishments**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, April 14, 2026 at 6:00 p.m. in the Council Chambers, SC, the City of Beaufort will hold a public hearing to review program performance and accomplishments conducted under a Community Development Block Grant (CDBG) project known as the Calhoun Streetscape Improvements , CDBG #4-CE-21-002 wherein the following activities were undertaken.

The City of Beaufort has reallocated its resources to more pressing projects, making this project no longer financially feasible. As a result, the grant is being terminated.

This public hearing and the matters to be discussed are subject to the provisions of the Town's Citizens Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of the City of Beaufort in the planning and implementation of community and economic development projects which will involve CDBG funds. The Citizen Participation Plan is available for review at City Hall, 1911 Boundary Street, Beaufort, SC, 29902, Monday through Friday, during normal operation hours. Persons with questions or comments concerning the public hearing or the Citizen Participation Plan may contact Tiffany Dantzer, Lowcountry Council of Governments, PO Box 98, Yemassee, SC 29945, (843) 473-3990.

The City of Beaufort does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in its federally assisted program or activities. Ivette Burgess, City of Beaufort, 1911 Boundary Street, Beaufort, SC 29902, (843) 525-7070 has been designated to coordinate compliance with the nondiscrimination requirements contained in the U.S. Department of Housing and Urban Development's regulations and implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

Note: Assistance will be provided to accommodate the special needs of disabled or limited English proficient persons upon request.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/05/2026
From: Brian Ranger, Capital Projects Director
Item Name: CIP Monthly Report
Meeting Date: April 14, 2026
Department:

Background Information:

Introduction:

Monthly report for February 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. CIP Monthly Report

MEMORANDUM

To: Town Manager

From: Brian Ranger, *CIP Director*

Subject February Monthly CIP Report

Capital Projects Status Update for February 2026

Stormwater Projects

King Street Stormwater Project (Project #22005)

- Ongoing coordination and communication with residents continue regarding detours and alternative parking.
- Construction orange fencing (Temporary pedestrian walkway) was installed during the week of February 2ND while King Street is closed.
- J.H Hiers crews continues working on the installation of 48” RCP Storm Drainpipe between Hamilton and East Street
- 8" waterline is part of the additional BJWSA waterline scope. Longitudinal segments of waterline between East and New St replacement currently ongoing
- Potter Construction Crews currently is Exploratory potholing towards East St. preparing work site for installation of additional waterline from Hamilton to Carteret.
- City staff are conducting **daily site visits**.
- The City of Beaufort requested that J.H. Heirs begins working on Saturdays, February 25,2026
- Archeologists on call as needed upon substantial discovery.
- Projected Completion Date 09/02/2026

Upcoming Utility Work & Traffic Impacts

- First African Baptist Church, new sewer lateral is scheduled to be installed on March 13, 2026

- Water Shut Down is scheduled for March 19, 2026, at the intersection of New & King Street
- Installation of additional waterline from Hamilton to Pinkney is scheduled for the week of March 23, 2026
- **Projective Date to Cross Carteret Street April 24,25,26**, currently waiting on SCDOT approval.

Charles Street / Craven Street Stormwater Improvements

- 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.
- **Brockington Archaeological monitoring team** will be on site throughout the month of March as Gulf Stream works in the sensitive area.
- The Contractor successfully capped and plugged the line at the intersection of Charles St. & Port Republic St. The Contractor also offset the water line at the new B17B CB. The Contractor plans to set this structure tomorrow.
- Gulf Stream Contractors has requested to close off the intersection of Charles Street and Craven Street sometime towards the end of March.
- SCDOT requested that a Third-Party Inspector (SCI representative) was onsite as requested to perform observations as a Certified SCDOT Inspector.
- SCOR has scheduled a meeting for February 25th, 2026, at 10:30am at the intersection of Port Republic and Charles Street, to discuss offsite parking and to coordinate excavation activities near the Grand Live Oak located at Mrs. Simmer’s property at 915 Port Republic Street and to ensure compliance with the recommendations provided by City Arborist Michael Murphy
- BJW&SA next water shutdown is scheduled for Wednesday March 4th from 8pm-2am
- Gulf Stream Contractors Contractor excavated and continued to expose the water lines at the intersection of Port Republic and Charles Street in preparation of the water shutdown planned for the evening of March 4, 2026.
- Ground Water intrusion continues to be a major problem in the installation of new storm water drainage pipe

- Unidentified underground utility lines have greatly slowed down progress.

Action Items / Coordination Needs

- Confirm coordination between **BJWSA, City of Beaufort, SCORE, and public outreach** on the closure of Craven Street
- Notification method Personal meetings and door hangers

Expected Completion Dated December 31 ,2026

Bayard Street Stormwater Project (Project #22005) – EPA STAG Grant

- Project addresses failing drainage infrastructure serving **Bayard, Duke, New, and East Streets.**
- Existing pipes have deteriorated and collapsed over time
- The project has received concurrence on permits for USACE and SCDOT. SCDES has confirmed that the project meets parameters for automatic coverage under the NPDES Construction General Permit.
- The city is in the process of finalizing an agreement with D&F for bidding and construction phase services and planning a timeline for bidding and construction of the planned improvement.
- The city is in the process of negotiating an easement acquisition with two stakeholders, which is key to the final design of the project and has delayed permitting efforts. Meeting is scheduled next week to address this matter and positive results are expected.

Grant & Design Coordination

- Davis & Floyd submitted to COB Finance Dept the Second Phase of the project on February 24,2026 (Bidding & Construction) Requested updated cost estimate sometimes during the middle of March 2026
- EPA STAG Grant requires **semiannual performance reports** (due on 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**

Permitting & Right-of-Way

- Coordination ongoing with **SCDOT** (milling and overlay revisions).
- Wetland impacts under review with **SCDEWS**.
- Awaiting comments from the **U.S. Army Corps of Engineers**; Regional General Permit anticipated.
- Bayard Easement Survey is complete (**John Gray Davis & Floyd**) Ready to be recorded
- Easement negotiations with bluff-side homeowners have resulted in **drainage pipe realignment**.

Pigeon Point Stormwater Drainage Study

- A comprehensive drainage study is required to identify deficiencies, evaluate flooding, and develop a capital improvement plan.
- **RFQ completed COB Awarded Davis & Floyd Engineering contract on January 16,2026**
- Conduct hydrologic and hydraulic analysis
- Develop conceptual alternatives
- Provide written recommendations and briefings to City officials

Current Status

- **Davis & Floyd Drainage Study Kick off meeting set for March 25, 2026**
- CIP Team is exploring alternative funding sources for project.
- Project completion Date January 31, 2027.

II. Parks

Waterfront Park Relieving Platform

- **McSweeney Engineers** are advancing conceptual designs for the future promenade.
- Materials will be presented to the **Waterfront Advisory Committee (WAC)** during next meeting.
- **McSweeney Engineers** have moved into **Phase 2** of analysis for the relieving platform.
- Next **WFAC meeting**: February 9,2026, **City Hall Planning Conference Room**

Waterfront Park Day Dock

Scope of Work

1.Remove existing 80 feet long gangway. Refabricate and shorten gangway to 75 feet

Fabrication by CMI Limited Co./Gator Dock

2. Install new Steel Gangway support platform. Coat all steel members with coal tar epoxy.

3. Fabricate and install new aluminum gangway platform on new steel platform.

Fabrication of aluminum CMI Limited Co./Gator Dock.

4. Fabricate and install new 45 feet long aluminum gangway. Style to match existing Gangway.

Fabrication by CMI Limited Co./Gator Dock.

5. Install Gangways #1 and #2 on new Gangway support platform.

6. Minor site work as necessary to install the work.

Marina Day Dock

The City of Beaufort is seeking bids from licensed and qualified contractors for the replacement of the public downtown waterfront park "Day Dock". The dock received unrepairable damage from the impact of Hurricane Helene, September 25, 2024, through October 7, 2024.

- **Issue Date: March 6, 2026**
- **Pre-Bid Meeting: March 10, 2026, 2:00 PM, Executive Conference Room #2**

- **Questions Due: March 12, 2026, 4:00 PM**
- **Answers Due: March 14, 2026, 4:00 PM**
- **Bid Submissions Due: March 20, 2026, 2:00 PM**
- **Public Bid Opening: March 20, 2026, 2:00 PM, Executive Conference Room 2**

Funding for this project is provided by The Federal Emergency Management Agency (FEMA). FEMA's obligations for federally listed species US Fish and Wildlife Service (USFWS) jurisdiction with respect to the Endangered Species Act (ESA) of 1973, as they pertain to this project. FEMA has evaluated the potential effects on threatened and endangered species and critical habitat that may occur because of proposed construction activities for this project. Due to the potential effect to the West Indian Manatee and critical habitat, all in-water work must be completed before Manatee Season, May 1, 2026.

- **McCormick Taylor** has completed design.
- **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
- Pre-Bid Meeting was scheduled for February 26, 2026
- Public Bid opening March 3, 2026, at 2pm in Executive Conference Room #2

Washington Street Park (Project #24009)

- **Beaufort Construction** is scheduled to install children's swing set on March 2, 2026
 - All site furnishings and playground equipment Submittals have been turned into the city.
 - Southern Palmetto plans on beginning the landscaping on March 1st
 - Concrete work started on 1/20/2026 and is expected to be completion on March 6, 2026 (Concrete sidewalks and three mural walls)
 - Next On-site Meeting is scheduled for March 10, 2026, with the Core Members
 - Beaufort Construction is planning for the sod to be installed around the first week of April 2026
 - **Completion Date set for April 25,2026**
-

Southside Park Phase 2 (Project #22007)

- South Side Meeting Phase II Next Steps March 3rd 11:30 am – 12:30 pm
- Project was divided into **five construction phases**.

Open Item

- McPherson (Wilson) property line dispute is being researched by the City's attorney Ben Coppage
 - **The Southside Project has reached the end of the design and engineering phase. A meeting is scheduled for March 24th ,2026, Davis & Floyd is scheduled to address the City of Beaufort Council on the merits of funding this project now.**
-

First South Carolina Volunteers of African Descent (1st SCVAD) Park (Project #24007)

- **Davis & Floyd** awarded \$156,000 planning and design contract on December 30, 2025.
- Master Plan dated July 7, 2025, will guide design.

- Kick off Meeting Core Members meeting is scheduled for Thursday **March 12, 2026**, at 2pm
 - Construction anticipated **Fall 2027**.
 - **Core Members are exploring alternative funding sources**
-

III. Streetscapes

Duke Street Streetscape (Project #24005)

Davis and Floyd are preparing a streetscape improvement project along Duke Street, from **Bladen to Hamar Street**. We are waiting on the permit, but the construction documents are complete and ready, once the bidding process begins at the end of March / April time frame.

- **Davis and Floyd are hoping to complete the Drainage design during the week of 03/15/2026**
- **Davis and Floyd** have submitted the drawings to all the utility providers, for them to identify and resolve potential conflicts
- **On 3/4/2026, Davis and Floyd** seek approval from the City, it's their intentions to comply with SoLoCo design standards to the "maximum extent practicable" by upgrading infrastructure, including permeable parking and enhanced drainage, within SCDOT right-of-way constraints.
- Sight triangle was reduced to 10 feet.
- Conceptual drawings and **DES permit** submitted.
- **Coastal Zone Consistency (CZC) Certification Permit** has been submitted.
- **USACE Permit** Not Required, No Wetlands in project area
- **City MS4 Permit** Davis & Floyd plans to submit application during week of March 2nd, 2026
- **SCDOT** Davis & Floyd plans to submit Encroachment permit application during week of March 2nd, currently waiting on BJW&SA to submit relocation plan.
- BJW&SA Relocation plans expected on March 3, 2026, they plan to submit Act 36 Funding assistance from the State

- Coordinating with All utility providers: plans sent and responses received; a few conflicts identified, including water lines needing relocation waiting on a response from (BJW&SA Currently unable to locate the water & sewer depths.)
- Funding \$625,000 from ARPA funds and \$375,000 from General Fund.

West Street Extension Repair

- The Greenery was awarded the contract to replace the damaged tabby step treads, tentative start date is March 10th

IV. City Facilities

Carnegie Building Roof & Interior (Project #23008):

- Materials have arrived awaiting permits and insurance documentation.
- Anticipated start date: March 15, 2026.
- The COB has reached out to the Carteret Street Methodist Church, to use the property behind the Carnegie Building as a laydown area.
- Meadors Conservation is still waiting for the following items from the contractor
- Paint Removal products Data info (MSDS)
- Architectural Coatings Products Data info (MSDS)
- Qualifications: Certifications for Lead Awareness Training
- Color Match Paint Samples

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

Open Status Items:

- **City Hall & Police Station Re-roof (TIF II) Pre-Bid Meeting: February 27, 2026, 2:00 PM, Planning Department Conference Room**
- **Bid Submissions Due: March 20, 2026, 2:00 PM**
- **Public Bid Opening: March 20, 2026, 2:00 PM, Executive Conference Room 2**

- Police Station Renovation-ongoing
- Police Station 2nd Floor Expansion – Davis and Floyd are currently revising the engineering cost break down.

V. Pigeon Point Boat Landings Upgrades to Pigeon Point Boat Landing including replacement of concrete ramp, floating dock, parking and drainage

The Public notice for the proposed activities at 2440 Pigeon Point Rd has closed, and during the comment period, we received over 20 written requests to hold a public hearing.

Once confirmed, we will provide further details. At this time, the application review will be placed on hold until after the conclusion of the public hearing, **scheduled for Tuesday, April 7, 2026, at 6:00 PM at Beaufort City Hall**

Davis & Floyd (Zach Hutcherson and JW Weatherford are scheduled to submit their plans to the TRC/PRE-DESIGN CONFERENCE on March 3,2026

Pigeon Point Landing (Project #25010)

- Permitting underway.
- Neighborhood concerns noted regarding kayaking traffic

VI. Marina

Marina Fuel Tank Replacement (Project #22015)

- Engineering process has not yet started.
- Decisions needed:
 - Above-ground vs. underground tanks
 - Current fuel usage and delivery frequency
- Coordination underway to align timeline with relieving wall/drainage work.

Upcoming Meetings

Waterfront Advisory Committee: April 13, 2026 (5:00–7:00 PM)



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/05/2026
From: Curt Freese, Community Development Director
Item Name: Community Development Monthly Report
Meeting Date: April 14, 2026
Department: Community Development Department

Background Information:

Introduction:

Monthly Report for February 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Community Development



CURRENT PROJECTS

FEBRUARY 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 2 and 3 – **Issued 03/29/25**
- Washington Street Park – 1011 Washington Street Phase 2 – Addition/Renovations – **Issued 1/12/26**
- 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**
- Small Parts Warehouse – 25 John Galt Road – **Issued 11/14/25**
- Walmart – 265 Sea Island Parkway – Addition/Renovations - **Issued 11/25/25**
- Bath and Body – 331C Robert Smalls PKWY – Upfit – **Issued 1/07/26**
- Mixed-use Bldg. - 119 Whitehall Drive – Café with 2 apartments **Issued 2/04/26**

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)**
- New Duplex - 1273 and 1275 Ribaut Road – 4 Units **(Outstanding Items)**

SF RESIDENTIAL (New Construction) ISSUED within the last month

- 108 Factory Creek
- 1411 Laudonniere Street
- 1104 Salty Hammock (Salem Bay Subd)
- 1116 Salem Bay Drive (Salem Bay Subd)
- 1096 Otter Circle (Battery Shores Subd)

- 312 De La Gaye Pointe (Islands of Beaufort Subd)
- 790 Distant Island Drive (Distant Island Subd)
- 820 Distant Island Drive (Distant Island Subd)

SF RESIDENTIAL (New Construction) SUBMITTED within the last month

- 38 Middle Island Street (Camiellia Banks)
- 104 Lyford Place
- 2208 Spanish Court (Live Oaks)

Historic District Review Board:

HRB (Historic Review Board) Cancelled (No requests)

Historic Technical Review Committee (HTRC):

- 1511 King Street (Residential – c. 1900; contributing) – Discussion on revised conceptual plans for new detached carriage house;
- 602 Bladen Street (Vacant Lot) – Discussion on revised conceptual plans for new single-family dwelling with attached garage
- 710 Newcastle Street (Residential, non-contributing, c. 1970) – Proposal for a front addition to existing 1-story frame dwelling;
- 1108 Washington Street (Residential, contributing, c. 1900) – Renovation of contributing (vacant) 1-story dwelling, including partial demolition of more recent additions and overall improvements to make house habitable again
- 1407 Washington Street (Residential, contributing, c. 1890) – Restore and add-on to existing, vacant home; Submitted by Jeremiah Smith (Architect)
- 1009 Craven Street (Commercial, contributing, c. 1820) – Replace first-floor porch structure due to massive decay;
- 1301 Greene Street (Residential, c. 1948 - Contributing) – Proposal for new detached guest house facing side street (Harrington St.);
- 1411 North Street (Residential, c. 1907 - Contributing) – Discussion on revised conceptual plans for placement of detached carriage house, pool and pool house;
- 507 Port Republic Street (Residential, c. 1997? – Non-Contributing) – Proposal for porch addition to existing dwelling;

Technical Review Committee (TRC—Development)

- New Drive-thru Coffee Shop (31 Robert Smalls Parkway; PIN: R122 029 000 0177 0000) – Request for building/planning/zoning/etc. information and advice regarding potential new development of a new coffee shop with drive-thru (<1,000 sq. ft.) as part of Beaufort Plaza;
- Reuse of former carwash facility for art studio, etc. (145 Sea Island Parkway; PIN: R123 015 000 116C 0000) – Request for building/planning/zoning/etc. information and advice regarding proposed reuse of existing carwash facility;
- New residential development “Overlook at Mossy Oaks” – located partially within the City of Beaufort (Clearwater Bluff Court / Johnny Morrall Circle; PIN: R120 007 000 102B 0000) – Request for proposed residential development “Overlook at Mossy Oaks”;
- BBQ carry-out restaurant “Mother Smokin’ Good” (101 Scott Street; PIN: R120 004 000 0948 0000) – new prospective tenant is wanting to convert former “YoYo’s Icecream/ Hot-dog” parlor into a BBQ carry-out restaurant with no indoor dining;
- Change of Use request for former gas station to be converted into “The Pink Pub” – (902 Boundary Street; Contributing; PIN: R120 004 000 0086 0000) – Request for upfitting building into small eatery/pub; Submitted
- Request for complete redevelopment of “Marsh Point”, a multi-family rental housing community (1716 & 1730 Greenlawn Drive; PIN: R120 001 000 005F 0000/R120 001 000 0264 0000) – Demolition of existing 26 units & leasing office to rebuild into 72-unit community with playground, gazebo, etc.;

PC (Planning Commission):

PC (Planning Commission) Code Changes Chapter 2,3,4.

ZBOA (Zoning Board of Appeals):

ZBOA (Zoning Board of Appeals) Cancelled (no items)

Tenant Change (Safety Inspections)

- 1011 Bay Street (Online Art Gallery)
- 351B Robert Smalls Parkway (Vitamin Shope)
- 331C Robert Smalls Parkway (Bath and Body Works)
- 2001 Boundary Street (Bordertown BBQ)
- 216 West Street (The Faris Group)

Permits

**New Construction - Residential Dwellings & Commercial Structures
2026**

Month	Single Family	Multifamily	Commercial	Permit Fees
Jan	8	0	0	\$21,431.40
Feb	10	0	1	\$39,867.20
Mar				
Apr				
May				
Jun				
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				
Totals	18	0	1	\$61,298.60

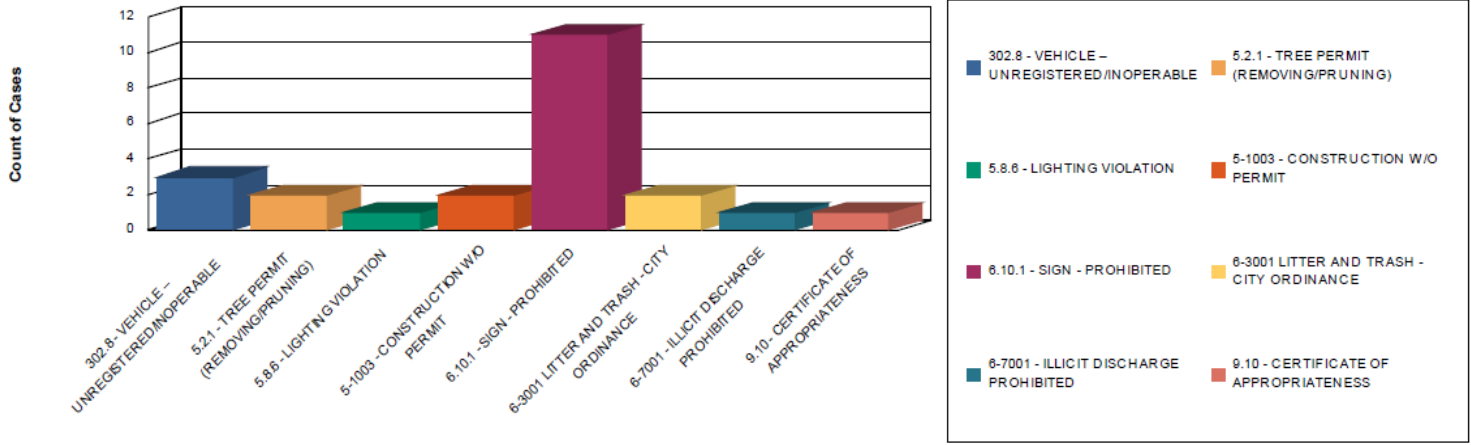
Total Residential Units: 19

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

2026		
Month	Total Permits	Permit Fees Collected
Jan	103	\$58,048.96
Feb	72	\$68,792.84
Mar		
Apr		
May		
Jun		
Jul		
Aug		
Sep		
Oct		
Nov		
Dec		
Totals	175	\$126,841.80

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

Code Enforcement





City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/05/2026
From: Linda Roper, Downtown Operations Director
Item Name: Downtown Operations Monthly Report
Meeting Date: April 14, 2026
Department: Downtown Operations

Background Information:

Introduction:

Monthly Report for February 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Downtown Operations

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

Highlights – February 2026:

- Assisted with First Friday
- A Taste of Beaufort planning is in full swing
- Met with USCB and Washington Street Park group regarding additions to Taste of Beaufort
 - USCB Center for the Arts will be known as A Taste of the Arts and will run on Friday and Saturday
 - Washington Street Park will be known as A Taste of Community and will run on Saturday only
- Met with the Beaufort Garden Club for their new event at Whitehall Park
 - Included County of Beaufort as property owner
- Attended ribbon cuttings
 - Spanish Moss Trail
 - Middleton Street Property Management
- 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 have been distributed and well received by the tour companies
 - Completed annual inspections of golf carts, buses, and horse carriages
- Parks
 - Reservations are picking up now that the weather is warmer

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

Park Reservations February 2026

Location	Wedding	Special Event	Birthday or Baby Shower	Other	Festival	Attendance	
						-50	50+
Pigeon Point Park			4	3		7	
Southside Park			6	11		17	
The Bluff							
Washington St. Park							
Waterfront Park				4		4	
Whitehall Park				1		1	
Other							
Totals	0	0	10	19	0	29	0

*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:** 03/05/2026
From: Alan Eisenman, Finance Director
Item Name: Finance Department Monthly Report
Meeting Date: April 14, 2026
Department: Finance Department

Background Information:

Introduction:

Monthly Report for February 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 February 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 February being the 8th month of the fiscal year 2026, recurring revenues and expenditures should be 66.7% of the budget. General Fund revenues are 60.4% of the budget while expenditures are 68.2% of the budget.

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

Thanks,

A handwritten signature in blue ink that reads "Alan R. Eisenman".

Alan Eisenman CPA CGFO
Finance Director

**CITY OF BEAUFORT, SOUTH CAROLINA
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2026**

	<u>General Fund</u>	<u>TIF II Fund</u>	<u>Capital Projects Fund</u>	<u>Parks and Tourism Fund</u>	<u>American Rescue Plan Act Fund</u>	<u>Stormwater Fund</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS								
Cash and cash equivalents	\$ 17,116,111	\$ -	\$ 2,202,190	\$ 3,999,852	\$ 1,934,354	\$ 73,800	\$ 2,451,868	\$ 27,778,175
Taxes receivable, net	244,426	-	-	-	-	57,205	-	301,631
Other receivables	863,922	-	230,795	124,469	-	-	-	1,219,186
Inventories and other assets	7,713	-	-	-	-	-	-	7,713
Restricted cash and cash equivalents	-	3,923,109	-	1,753,427	-	575,876	26,672	6,279,084
Total assets	<u>18,232,172</u>	<u>3,923,109</u>	<u>2,432,985</u>	<u>5,877,748</u>	<u>1,934,354</u>	<u>706,881</u>	<u>2,478,540</u>	<u>35,585,789</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES								
Liabilities:								
Accounts payable	599,734	166,169	9,918	65,474	3,562	14,925	-	859,782
Due to other governments	57,339	-	-	-	-	-	-	57,339
Unearned revenue	1,846,090	-	-	-	1,345,601	-	-	3,191,691
Accrued liabilities	129,189	-	-	58,214	662.00	2,900	3,142	194,107
Deposits and escrow	481,842	-	-	22,850	-	-	23,617	528,309
Total liabilities	<u>3,114,194</u>	<u>166,169</u>	<u>9,918</u>	<u>146,538</u>	<u>1,349,825</u>	<u>17,825</u>	<u>26,759</u>	<u>4,831,228</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	3,756,940	2,192,272	3,977,783	584,529	72,566	2,407,931	14,661,257
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	-	-	1,753,427	-	575,876	-	3,896,620
Law enforcement	-	-	-	-	-	-	36,604	36,604
Assigned for:								
Subsequent year's budget	221,942	-	-	-	-	-	-	221,942
Unassigned	5,928,005	-	-	-	-	-	-	5,928,005
Total fund balances	<u>14,872,650</u>	<u>3,756,940</u>	<u>2,192,272</u>	<u>5,731,210</u>	<u>584,529</u>	<u>648,442</u>	<u>2,451,781</u>	<u>30,237,824</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 18,232,172</u>	<u>\$ 3,923,109</u>	<u>\$ 2,432,985</u>	<u>\$ 5,877,748</u>	<u>\$ 1,934,354</u>	<u>\$ 706,881</u>	<u>\$ 2,478,540</u>	<u>\$ 35,585,789</u>

CITY OF BEAUFORT, SOUTH CAROLINA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE MONTH ENDED FEBRUARY 28, 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	\$ 10,323,874	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,323,874
Other taxes	-	-	-	2,977,324	-	-	695,341	3,672,665
Franchise fees	686,278	-	-	-	-	-	-	686,278
Fines and forfeitures	40,240	-	-	-	-	-	-	40,240
Licenses and permits	1,324,952	-	-	-	-	-	37,679	1,362,631
Intergovernmental	2,564,901	-	251,514	-	596,532	-	-	3,412,947
Charges for services	1,639,117	-	-	328,159	-	573,246	-	2,540,522
Investment earnings	493,805	103,079	53,041	174,814	56,299	15,642	26,270	922,950
Miscellaneous	59,051.00	-	-	125,052	-	-	1,051	185,154
Total revenues	<u>17,132,218</u>	<u>103,079</u>	<u>304,555</u>	<u>3,605,349</u>	<u>652,831</u>	<u>588,888</u>	<u>760,341</u>	<u>23,147,261</u>
EXPENDITURES								
Current:								
General government	3,706,827	-	-	-	97,526	-	455,922	4,260,275
Law enforcement	4,890,190	-	-	1,128,015	-	-	496	6,018,701
Fire and emergency	6,321,326	-	-	-	-	-	-	6,321,326
Public works	1,586,446	-	-	-	-	496,843	-	2,083,289
Culture and recreation	-	-	-	1,136,757	-	-	-	1,136,757
Streets	725,863	-	-	-	-	-	-	725,863
Community development	838,934	-	-	752,771	-	-	-	1,591,705
Debt Service:								
Principal	1,604,230	-	-	646,212	-	236,667	-	2,487,109
Interest and other charges	271,668	-	-	328,284	-	138,675	-	738,627
Capital Outlay	-	303,236	1,854,704	134,332	-	-	-	2,292,272
Total expenditures	<u>19,945,484</u>	<u>303,236</u>	<u>1,854,704</u>	<u>4,126,371</u>	<u>97,526</u>	<u>872,185</u>	<u>456,418</u>	<u>27,655,924</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,813,266)</u>	<u>(200,157)</u>	<u>(1,550,149)</u>	<u>(521,022)</u>	<u>555,305</u>	<u>(283,297)</u>	<u>303,923</u>	<u>(4,508,663)</u>
OTHER FINANCING SOURCES (USES)								
Issuance of financed purchases	684,000	-	-	-	-	-	-	684,000
Transfers in	-	-	1,840,490	-	-	-	-	1,840,490
Transfers out	-	-	-	(973,037)	(650,058)	(217,395)	-	(1,840,490)
Total other financing sources (uses)	<u>684,000</u>	<u>-</u>	<u>1,840,490</u>	<u>(973,037)</u>	<u>(650,058)</u>	<u>(217,395)</u>	<u>-</u>	<u>684,000</u>
Net change in fund balances	(2,129,266)	(200,157)	290,341	(1,494,059)	(94,753)	(500,692)	303,923	(3,824,663)
Fund balances - beginning	17,001,916	3,957,097	1,901,931	7,225,269	679,282	1,149,134	2,147,858	34,062,487
Fund balances - ending	<u>\$ 14,872,650</u>	<u>\$ 3,756,940</u>	<u>\$ 2,192,272</u>	<u>\$ 5,731,210</u>	<u>\$ 584,529</u>	<u>\$ 648,442</u>	<u>\$ 2,451,781</u>	<u>\$ 30,237,824</u>

**CITY OF BEAUFORT, SOUTH CAROLINA
COMBINING BALANCE SHEET
OTHER GOVERNMENTAL FUNDS
FEBRUARY 28, 2026**

	<u>Special Revenue Funds</u>			<u>Permanent Fund</u>	<u>Total-Other Governmental Funds</u>
	State	Fire Impact Fees Fund	Drug Control and Prevention Fund	Cemetery Fund	
	Accommodations Tax Fund				
ASSETS					
Cash and cash equivalents	\$ 1,783,609	\$ 624,409	\$ 36,604	7,246	\$ 2,451,868
Other receivables	-	-	-	-	-
Restricted cash and cash equivalents	-	-	26,672	-	26,672
Total assets	<u>1,783,609</u>	<u>624,409</u>	<u>63,276</u>	<u>7,246</u>	<u>2,478,540</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	1,780,467	624,409	3,055	-	2,407,931
Committed for:					
Law enforcement	-	-	36,604	-	36,604
Total fund balances	<u>1,780,467</u>	<u>624,409</u>	<u>39,659</u>	<u>7,246</u>	<u>2,451,781</u>
Total liabilities and fund balances	<u>\$ 1,783,609</u>	<u>\$ 624,409</u>	<u>\$ 63,276</u>	<u>\$ 7,246</u>	<u>\$ 2,478,540</u>

CITY OF BEAUFORT, SOUTH CAROLINA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
OTHER GOVERNMENTAL FUNDS
FOR THE MONTH ENDED FEBRUARY 28, 2026

	<u>Special Revenue Funds</u>			<u>Permanent Fund</u>	<u>Total-Other Governmental Funds</u>
	<u>State Accommodations Tax Fund</u>	<u>Fire Impact Fees Fund</u>	<u>Drug Control and Prevention Fund</u>	<u>Cemetery Fund</u>	
REVENUES					
Other taxes	\$ 695,341	\$ -	\$ -	\$ -	\$ 695,341
Licenses and permits	-	37,679	-	-	37,679
Investment earnings	25,683	-	587	-	26,270
Miscellaneous	-	-	1,051	-	1,051
Total revenues	<u>721,024</u>	<u>37,679</u>	<u>1,638</u>	<u>-</u>	<u>760,341</u>
EXPENDITURES					
Current:					
General government	455,922	-	-	-	455,922
Law enforcement	-	-	496	-	496
Total expenditures	<u>455,922</u>	<u>-</u>	<u>496</u>	<u>-</u>	<u>456,418</u>
Excess of revenues over expenditures	<u>265,102</u>	<u>37,679</u>	<u>1,142</u>	<u>-</u>	<u>303,923</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	265,102	37,679	1,142	-	303,923
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>\$ 1,780,467</u>	<u>\$ 624,409</u>	<u>\$ 39,659</u>	<u>\$ 7,246</u>	<u>\$ 2,451,781</u>

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE MONTH ENDED FEBRUARY 28, 2026**

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final			
Revenues:					
Property taxes	\$ 9,969,172	\$ 9,969,172	\$ 10,323,874	\$ 354,702	103.6%
Franchise fees	2,384,440	2,384,440	686,278	(1,698,162)	28.8%
Fines and forfeitures	59,000	59,000	40,240	(18,760)	68.2%
Licenses and permits	7,817,000	7,817,000	1,324,952	(6,492,048)	16.9%
Intergovernmental	3,869,680	5,369,680	2,564,901	(2,804,779)	47.8%
Charges for services	2,088,745	2,088,745	1,639,117	(449,628)	78.5%
Investment earnings	600,000	600,000	493,805	(106,195)	82.3%
Miscellaneous	60,000	60,000	59,051	(949)	98.4%
Total revenues	<u>26,848,037</u>	<u>28,348,037</u>	<u>17,132,218</u>	<u>(11,215,819)</u>	<u>60.4%</u>
Expenditures:					
Current:					
General government					
City council	318,249	318,249	352,881	(34,632)	110.9%
City manager	1,006,844	1,011,226	560,226	451,000	55.4%
Finance	1,103,554	1,111,296	748,575	362,721	67.4%
Human resources	514,604	519,993	309,287	210,706	59.5%
Information technology	939,137	939,137	564,057	375,080	60.1%
Court and legal	690,911	706,300	402,403	303,897	57.0%
Non-departmental	815,171	815,171	769,397	45,774	94.4%
	<u>5,388,470</u>	<u>5,421,372</u>	<u>3,706,826</u>	<u>1,714,546</u>	<u>68.4%</u>
Law enforcement					
Police	6,272,804	6,462,388	4,352,489	2,109,899	67.4%
School resource officers	734,983	734,983	440,032	294,951	59.9%
Crossing guards	24,945	24,945	19,308	5,637	77.4%
Victims rights	123,030	123,030	78,359	44,671	63.7%
	<u>7,155,762</u>	<u>7,345,346</u>	<u>4,890,188</u>	<u>2,455,158</u>	<u>66.6%</u>
Fire and emergency					
City of Beaufort fire	8,696,627	9,135,095	6,321,326	2,813,769	69.2%
	<u>8,696,627</u>	<u>9,135,095</u>	<u>6,321,326</u>	<u>2,813,769</u>	<u>69.2%</u>
Public works					
Administration	545,431	578,223	324,771	253,452	56.2%
Maintenance	718,115	718,115	401,929	316,186	56.0%
Solid waste	1,476,050	1,476,050	859,746	616,304	58.2%
	<u>2,739,596</u>	<u>2,772,388</u>	<u>1,586,446</u>	<u>1,185,942</u>	<u>57.2%</u>

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE MONTH ENDED FEBRUARY 28, 2026**

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final			
Streets	1,216,546	1,364,849	725,863	638,986	53.2%
	<u>1,216,546</u>	<u>1,364,849</u>	<u>725,863</u>	<u>638,986</u>	<u>53.2%</u>
Community development	1,356,171	1,363,259	838,934	524,325	61.5%
	<u>1,356,171</u>	<u>1,363,259</u>	<u>838,934</u>	<u>524,325</u>	<u>61.5%</u>
Total current	<u>26,553,172</u>	<u>27,402,309</u>	<u>18,069,583</u>	<u>9,332,726</u>	<u>65.9%</u>
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	<u>1,847,798</u>	<u>1,847,798</u>	<u>1,875,898</u>	<u>(28,100)</u>	<u>101.5%</u>
Total expenditures	<u>28,400,970</u>	<u>29,250,107</u>	<u>19,945,481</u>	<u>9,304,626</u>	<u>68.2%</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,552,933)</u>	<u>(902,070)</u>	<u>(2,813,263)</u>	<u>(1,911,193)</u>	
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)	<u>528,056</u>	<u>528,056</u>	<u>684,000</u>	<u>(594,056)</u>	<u>129.5%</u>
Net change in fund balance	(1,024,877)	(374,014)	(2,129,263)	(1,755,249)	
Fund balance, beginning of year	17,001,916	17,001,916	17,001,916	-	
Fund balance, end of year	<u>\$ 15,977,039</u>	<u>\$ 16,627,902</u>	<u>\$ 14,872,653</u>	<u>\$ (1,755,249)</u>	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
TAX INCREMENT FINANCING DISTRICT II – SPECIAL REVENUE FUND
FOR THE MONTH ENDED FEBRUARY 28, 2026**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>	<u>Variance with Final Budget Percentage</u>
	<u>Original</u>	<u>Final</u>			
Revenues:					
Investment earnings	\$ 120,000	\$ 120,000	\$ 103,079	\$ (16,921)	85.9%
Total revenues	<u>120,000</u>	<u>120,000</u>	<u>103,079</u>	<u>(16,921)</u>	<u>85.9%</u>
Expenditures:					
Current:					
Capital Outlay	740,000	740,000	303,236	436,764	41.0%
Total expenditures	<u>740,000</u>	<u>740,000</u>	<u>303,236</u>	<u>436,764</u>	<u>41.0%</u>
Excess of revenues over expenditures	<u>(620,000)</u>	<u>(620,000)</u>	<u>(200,157)</u>	<u>(453,685)</u>	
Other financing (uses):					
Transfers out	(1,100,000)	(1,200,000)	-	(1,200,000)	0.0%
Total other financing uses	<u>(1,100,000)</u>	<u>(1,200,000)</u>	<u>-</u>	<u>(1,200,000)</u>	<u>0.0%</u>
Net change in fund balance	(1,720,000)	(1,820,000)	(200,157)	(1,619,843)	
Fund balance, beginning of year	3,957,097	3,957,097	3,957,097	-	
Fund balance, end of year	<u>\$ 2,237,097</u>	<u>\$ 2,137,097</u>	<u>\$ 3,756,940</u>	<u>\$ (1,619,843)</u>	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS FUND – SPECIAL REVENUE FUND
FOR THE MONTH ENDED FEBRUARY 28, 2026**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>	<u>Variance with Final Budget Percentage</u>
	<u>Original</u>	<u>Final</u>			
Revenues:					
Intergovernmental	\$ 21,593,759	\$ 21,755,759	\$ 251,514	\$ (21,504,245)	1.2%
Investment earnings	-	-	53,041	53,041	100.0%
Total revenues	<u>21,593,759</u>	<u>21,755,759</u>	<u>304,555</u>	<u>(21,451,204)</u>	<u>1.4%</u>
Expenditures:					
Current:					
Capital Outlay	28,449,471	28,865,471	1,854,704	27,010,767	6.4%
Total expenditures	<u>28,449,471</u>	<u>28,865,471</u>	<u>1,854,704</u>	<u>27,010,767</u>	<u>6.4%</u>
Excess of revenues over expenditures	<u>(6,855,712)</u>	<u>(7,109,712)</u>	<u>(1,550,149)</u>	<u>(48,461,971)</u>	
Other financing sources:					
Transfers in	6,155,712	6,409,712	1,840,490	(4,569,222)	28.7%
Total other financing sources	<u>6,155,712</u>	<u>6,409,712</u>	<u>1,840,490</u>	<u>(4,569,222)</u>	<u>28.7%</u>
Net change in fund balance	(700,000)	(700,000)	290,341	(990,341)	
Fund balance, beginning of year	1,901,931	1,901,931	1,901,931	-	
Fund balance, end of year	<u>\$ 1,201,931</u>	<u>\$ 1,201,931</u>	<u>\$ 2,192,272</u>	<u>\$ (990,341)</u>	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
PARKS AND TOURISM – SPECIAL REVENUE FUND
FOR THE MONTH ENDED FEBRUARY 28, 2026**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>	<u>Variance with Final Budget Percentage</u>
	<u>Original</u>	<u>Final</u>			
Revenues:					
Other taxes	\$ 4,445,000	\$ 4,445,000	\$ 2,977,324	\$ (1,467,676)	67.0%
Charges for services	717,500	717,500	328,159	(389,341)	45.7%
Investment earnings	350,000	350,000	174,814	(175,186)	49.9%
Total revenues	<u>5,512,500</u>	<u>5,512,500</u>	<u>3,605,349</u>	<u>(1,907,151)</u>	<u>65.4%</u>
Expenditures:					
Current:					
Law enforcement	1,731,909	1,795,104	1,128,015	667,089	62.8%
Culture and recreation	2,333,175	2,365,967	1,136,757	1,229,210	48.0%
Community development	1,108,256	1,126,273	752,771	373,502	66.8%
Debt Service:					
Principal	646,212	646,212	646,212	-	100.0%
Interest and other charges	323,284	323,284	328,284	(5,000)	101.5%
Capital Outlay	229,800	229,800	134,332	95,468	58.5%
Total expenditures	<u>6,372,636</u>	<u>6,486,640</u>	<u>4,126,371</u>	<u>2,360,269</u>	<u>63.6%</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(860,136)</u>	<u>(974,140)</u>	<u>(521,022)</u>	<u>453,118</u>	
Other financing sources (uses):					
Issuance of revenue bonds	-	-	-	-	
Transfers out	(2,561,185)	(2,661,185)	(973,037)	(1,688,148)	
Total financing sources	<u>(2,561,185)</u>	<u>(2,661,185)</u>	<u>(973,037)</u>	<u>(1,688,148)</u>	
Net change in fund balance	(3,421,321)	(3,635,325)	(1,494,059)	2,141,266	
Fund balance, beginning of year	7,225,269	7,225,269	7,225,269	-	
Fund balance, end of year	<u>\$ 3,803,948</u>	<u>\$ 3,589,944</u>	<u>\$ 5,731,210</u>	<u>\$ 2,141,266</u>	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
AMERICAN RESCUE PLAN ACT (ARPA) – SPECIAL REVENUE FUND
FOR THE MONTH ENDED FEBRUARY 28, 2026**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>	<u>Variance with Final Budget Percentage</u>
	<u>Original</u>	<u>Final</u>			
Revenues:					
Intergovernmental	\$ -	\$ -	\$ 596,532	\$ 596,532	0.0%
Investment earnings	133,871	133,871	56,299	(77,572)	42.1%
Total revenues	<u>133,871</u>	<u>133,871</u>	<u>652,831</u>	<u>518,960</u>	<u>487.7%</u>
Expenditures:					
Current:					
General government	233,871	238,253	97,526	140,727	40.9%
Capital Outlay	-	-	-	-	0.0%
Total expenditures	<u>233,871</u>	<u>238,253</u>	<u>97,526</u>	<u>140,727</u>	<u>40.9%</u>
Excess of revenues over expenditures	<u>(100,000)</u>	<u>(104,382)</u>	<u>555,305</u>	<u>378,233</u>	
Other financing (uses):					
Transfers out	(1,352,827)	(1,352,827)	(650,058)	(702,769)	48.1%
Total other financing uses	<u>(1,352,827)</u>	<u>(1,352,827)</u>	<u>(650,058)</u>	<u>(702,769)</u>	<u>48.1%</u>
Net change in fund balance	(1,452,827)	(1,457,209)	(94,753)	(1,362,456)	
Fund balance, beginning of year	679,282	679,282	679,282	-	
Fund balance, end of year	<u>\$ (773,545)</u>	<u>\$ (777,927)</u>	<u>\$ 584,529</u>	<u>\$ (1,362,456)</u>	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
STORMWATER – SPECIAL REVENUE FUND
FOR THE MONTH ENDED FEBRUARY 28, 2026**

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final			
Revenues:					
Charges for services	\$ 1,375,000	\$ 1,375,000	\$ 573,246	\$ (801,754)	41.7%
Investment earnings	28,346	28,346	15,642	(12,704)	55.2%
Total revenues	<u>1,403,346</u>	<u>1,403,346</u>	<u>588,888</u>	<u>(814,458)</u>	<u>42.0%</u>
Expenditures:					
Current:					
Public works	884,446	917,238	496,843	420,395	54.2%
Debt Service:					
Principal	355,000	355,000	236,667	118,333	66.7%
Interest and other charges	163,900	163,900	138,675	25,225	84.6%
Total expenditures	<u>1,403,346</u>	<u>1,436,138</u>	<u>872,185</u>	<u>563,953</u>	<u>60.7%</u>
Excess (deficiency) of revenues over (under) expenditures	<u>-</u>	<u>(32,792)</u>	<u>(283,297)</u>	<u>(1,378,411)</u>	
Other financing (uses):					
Transfers out	(398,061)	(467,061)	(217,395)	249,666	46.5%
Total other financing (uses)	<u>(398,061)</u>	<u>(467,061)</u>	<u>(217,395)</u>	<u>249,666</u>	<u>46.5%</u>
Net change in fund balance	(398,061)	(499,853)	(500,692)	839	
Fund balance, beginning of year	1,149,134	1,149,134	1,149,134	-	
Fund balance, end of year	<u>\$ 751,073</u>	<u>\$ 649,281</u>	<u>\$ 648,442</u>	<u>\$ 839</u>	

**CITY OF BEAUFORT, SOUTH CAROLINA
STATE ACCOMMODATIONS TAX SPECIAL REVENUE FUND
BUDGET TO ACTUAL
FOR THE MONTH ENDED FEBRUARY 28, 2026**

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final			
Revenues:					
Other taxes	\$ 916,667	\$ 916,667	\$ 695,341	\$ (221,326)	75.9%
Investment earnings	30,000	30,000	25,683	(4,317)	85.6%
Total revenues	<u>946,667</u>	<u>946,667</u>	<u>721,024</u>	<u>(225,643)</u>	<u>76.2%</u>
Expenditures:					
General government	1,075,717	1,075,717	455,922	619,795	42.4%
Law enforcement	25,729	25,729	-	25,729	0.0%
Total expenditures	<u>1,101,446</u>	<u>1,101,446</u>	<u>455,922</u>	<u>645,524</u>	<u>41.4%</u>
Excess of revenues over expenditures	<u>(154,779)</u>	<u>(154,779)</u>	<u>265,102</u>	<u>419,881</u>	
Other financing uses:					
Transfers out	(438,223)	(538,223)	-	(538,223)	0.0%
Total other financing uses	<u>(438,223)</u>	<u>(538,223)</u>	<u>-</u>	<u>(538,223)</u>	<u>0.0%</u>
Net change in fund balance	(593,002)	(693,002)	265,102	958,104	
Fund balance, beginning of year	1,515,365	1,515,365	1,515,365	-	
Fund balance, end of year	<u>\$ 922,363</u>	<u>\$ 822,363</u>	<u>\$ 1,780,467</u>	<u>\$ 958,104</u>	

**CITY OF BEAUFORT, SOUTH CAROLINA
 FIRE IMPACT FEES SPECIAL REVENUE FUND
 BUDGET TO ACTUAL
 FOR THE MONTH ENDED FEBRUARY 28, 2026**

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final			
Revenues:					
Licenses and permits	\$ 200,000	\$ 200,000	\$ 37,679	\$ (162,321)	18.8%
Investment earnings	5,000	5,000	-	(5,000)	0.0%
Total revenues	<u>205,000</u>	<u>205,000</u>	<u>37,679</u>	<u>(167,321)</u>	<u>18.4%</u>
Expenditures:					
Debt Service:					
Principal	-	-	-	-	0.0%
Interest and other charges	-	-	-	-	0.0%
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
Net change in fund balance	205,000	205,000	37,679	(167,321)	
Fund balance, beginning of year	586,730	586,730	586,730	-	
Fund balance, end of year	<u>\$ 791,730</u>	<u>\$ 791,730</u>	<u>\$ 624,409</u>	<u>\$ (167,321)</u>	



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/05/2026
From: Tim Ogden, Fire Chief
Item Name: Fire Department Monthly Report
Meeting Date: April 14, 2026
Department: Fire Department

Background Information:

Introduction:

Monthly Report for February 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Fire Department



City of Beaufort/Town of Port Royal Fire Department

February 2026 Report

Public Events

The Fire Department held several public education events throughout February.

- First Impressions 4-day program at Riverview Charter School with each Kindergarten student.
- Fire Safety lesson and tour with Trail Life.
- Public event with the residents at The Oaks assisted living.
- Night to Shine at Praise Assembly.
- Coffee with the residents at Helena Place.
- Chili and Bingo Night at Broad River Village Apartments with Port Royal PD.

Fire Training

The Training Division conducted 1,526 hours of training.

Special Training:

We had 2 members attend the Captain Mac Fitts Training weekend in Greer South Carolina. We also had 5 members attend the Charleston Metro Fools Training Weekend in Summerville South Carolina. We had 6 members attend the Low Country Firemanship Training Weekend sponsored by the Beaufort County Fire Chief's Association, along with the students the department had 3 members who instructed during the training weekend.

SCFA Courses Hosted: Aerial Operations

Car Seat Installs : 3

Medical

All Lifepaks monitors and AEDs were serviced. Also met with our Medical Director, Dr. Baxley

to transfer all our protocols to the new state Clinical Operating Guidelines (COG).

Completed all NREMT recertifications of everyone who expired in March.

CPR classes: 5

Medical Training:

Neonatal Resuscitation Certifications: 3

Monthly Medical training - Coronary Target Solutions.

Fire Marshal

107 Certified Inspections

208 Engine Company Pre-plans

6 Plan Reviews

The Fire Marshals attended the SC International Association of Arson Investigators training at the Fire Academy.

Investigated 1 fire with SLED in Port Royal.

Personnel

Firefighters Jacob Shytle and Justin Daugherty graduated from the SC Fire Academy Recruit School.

Firefighter Brian Hakes promoted to Fire Inspector.

Apparatus

- L8795 to Bluffton for repairs- tank fill valve, door trim, foam leak, road/pump transfer switch.
- L1053 placed in service
- E7587 struck by tow truck. Currently at body shop in North Charleston awaiting repairs.
- Battalion 1 PM Service
- Car 11- Brake job and PM service
- Car 2 PM Service

Major Incidents

- Currently 18.1% increase in call volume compared to 2025.
- 518 Calls for Service
- Structure Fire at 1550 Ribaut Road – Old Fort Baptist Church

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

INCIDENT SUMMARY	BFT	P.R.
Structural Fires	1	3
Vehicle Fires	3	4
Brush, Trash Fire	1	2
Medical Calls	246	115
Vehicle Accident	17	4
Extrication (350-357)	1	1
Hazardous Condition	6	2
Service Calls (500)	34	23
Good Intent Calls (600)	9	8
False Calls (700)	26	12
Water Rescue	0	0
EMS Standby	0	0
Month	344	174
Total Month	518	

TRAINING/EDUCATION		
Local Instruction	1526	
TOTAL	1526	

VOLUNTEER		
Local Instruction	0	
Monthly Station Standby	12	
TOTAL	12	

AID SUMMARY - ALL	LI	BUR	PI	other
BEAUFORT				
Aid Given		4		1
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	156	14
Violations Noted	45	4
Violations Corrected	36	0
Knox Box Installations	2	0
Fire Plans Reviewed	5	1
Burning Permits Issued	6	0
Permission to Burn Given	0	0
Public Education Events	13	6
Public Edu. Man Hours	33	23
# of Adults	137	64
# of Children	107	240
Car Seats Installation	3	
Smoke Detectors	6	2
CPR Certifications	61	



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/05/2026
From: Ivette Burgess, Human Resources Director
Item Name: Human Resources Monthly Report
Meeting Date: April 14, 2026
Department: Human Resources Department

Background Information:

Introduction:

Monthly Report for February 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: 3/17/2026
Re: Department Update – February 2026

Onboarding/New Hires

2 New Hires:

- Tyler Olivieri – Associate I Parks, Public Works
- Eric Claussen – Assistant City Manager, City Manager’s Office
- Tristan Garica-Montejo – Patrolman I, Police Department

HR Highlight

- HR hosted Heart Health presentation, presented by Beaufort Memorial Hospital Well at Work, 2/10.

Interviews

- HR staff participated in interview panels for Community Development.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/05/2026
From: Charles Prezalar, Interdev IT Systems Engineer
Item Name: IT Monthly Report
Meeting Date: April 14, 2026
Department: City Managers Office

Background Information:

Introduction:

Monthly Report for February 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. IT Department

City of Beaufort Monthly Report



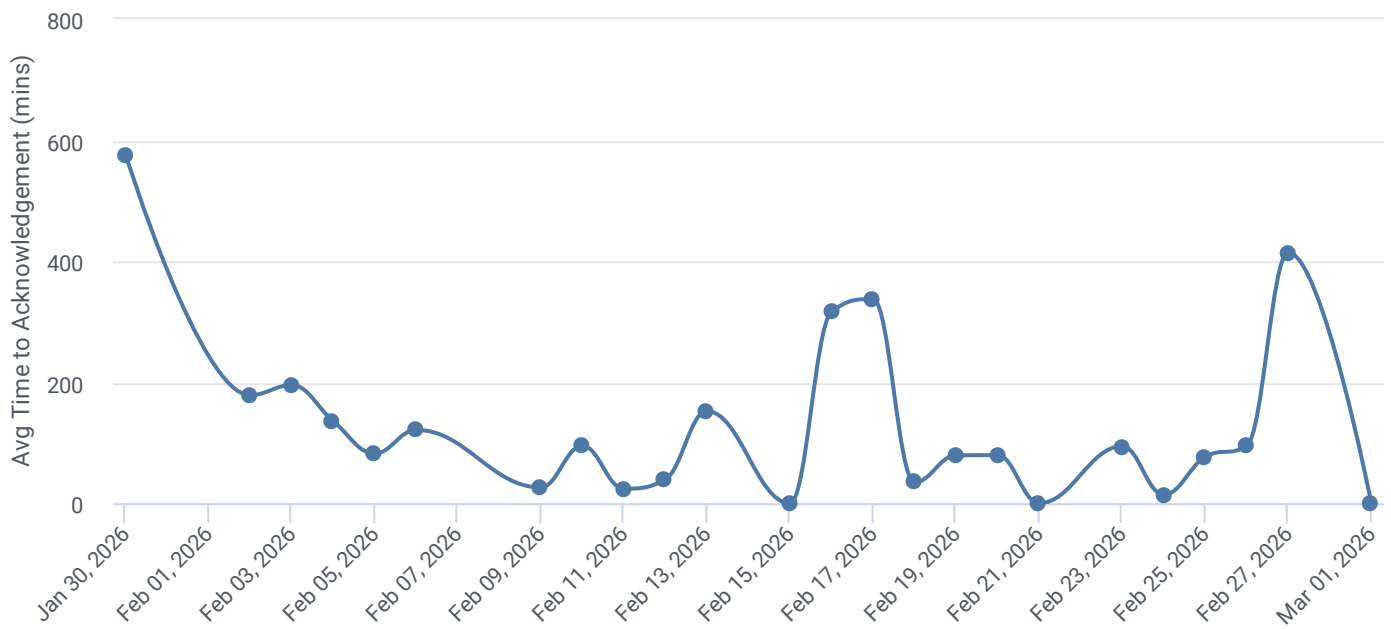
Prepared for: City of Beaufort Created on: Mar 1, 2026 Created by: Joe Riggs

145.29 Avg Ticket Response 30 Days Rolling
mins

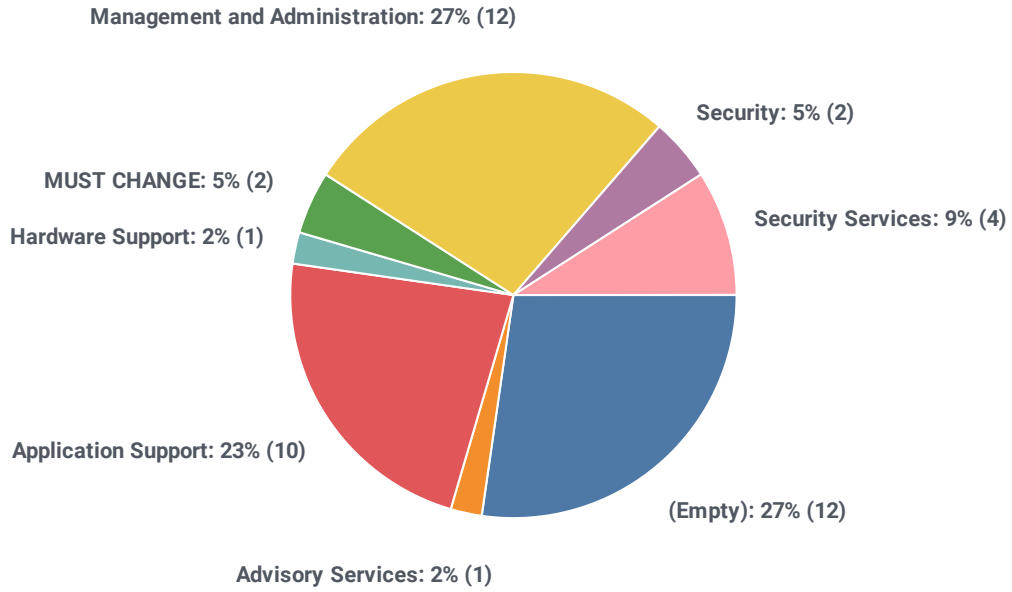
154 1st Response Resolution - Last 30 Days
1st Response Resolution

360 Tickets Closed in the Last 30 Days
Tickets Closed in the Last 30 Days

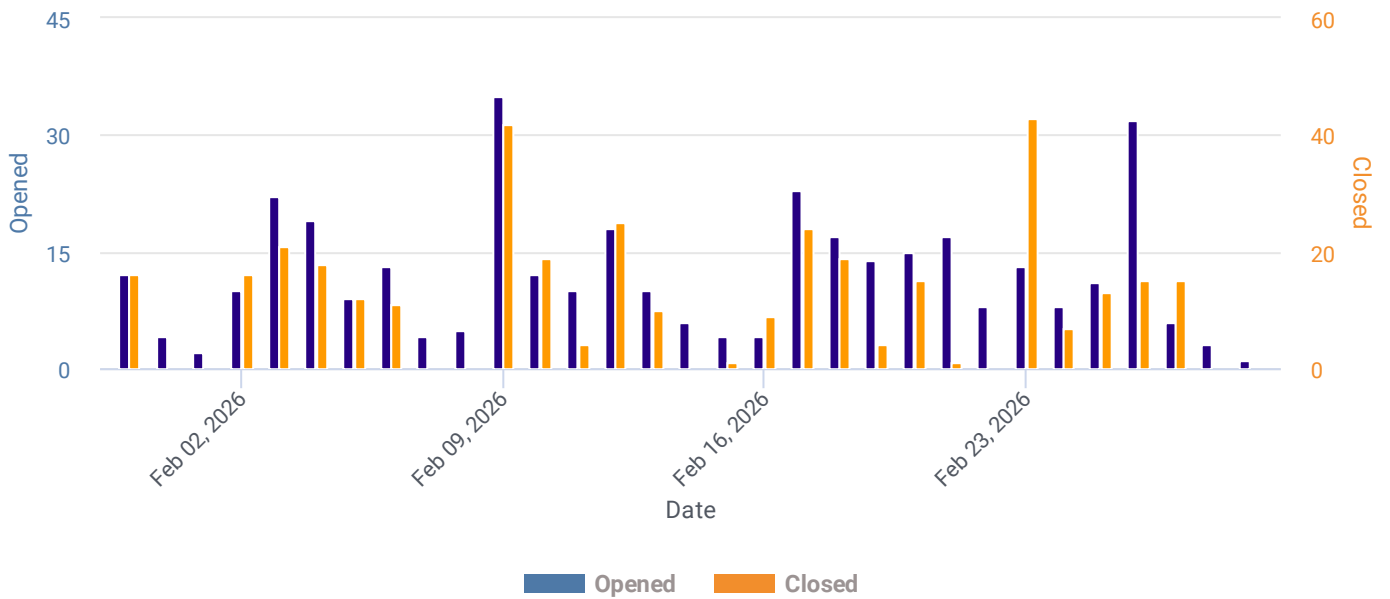
Average Time to Acknowledgement - Trailing 30 Days



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:** 03/05/2026
From: Dana Wessels, Court Administrator
Item Name: Municipal Court Monthly Report
Meeting Date: April 14, 2026
Department: Municipal Court

Background Information:

Introduction:

Monthly Report for February 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Municipal Court

City of Beaufort Municipal Court
Monthly Department Report
February 2026

DEPARTMENT OVERVIEW:

Bench trials are held every Monday and Thursday at 3:00pm. Five sessions of bench trials were held in February 2026 and 199 cases were tentatively scheduled.

Case Overview:

- New cases filed: 151 (113 traffic / 38 criminal)
- Cases disposed: 91 (55 traffic / 36 criminal)

Disposed Cases Breakdown:

- 55 traffic cases
 - 19 guilty indicators (forfeiture, plea, or trial)
 - 36 not guilty indicators (dismissal by officer, Judge, or trial)
- 35 criminal cases
 - 16 guilty indicators (by plea or trial)
 - 19 not guilty indicators

Arrest Warrant Overview:

- 18 arrest warrants issued
- 1 Bench warrant issued

Expungements:

- 29 cases executed in the month of February

Jury Trial Overview:

- 60 cases pending: 41 criminal / 19 traffic
- Next session of jury trials to be held on March 23-27, 2026.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/05/2026
From: Stephenie Price, Police Chief
Item Name: Police Department Monthly Report
Meeting Date: April 14, 2026
Department: Police Department

Background Information:

Introduction:

Monthly Report for February 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

February 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
February	0	3	3	0	0	32	1	0

Total Calls for Service: **3,301**

- Officer Initiated: 2,383
- 911 Line: 265
- Non-Emergency: 653
- SMS T-911: 0

Community Events Attended: **3**

- February 6th: Leadership of Beaufort Public Safety Discussion Pannel
- February 12th: Grand Opening Depot Road Trall Head- Spanish Moss Trail
- February 13th: A Night to Shine event at Praise Assembly Church

Chief's Updates:

- February 2nd: Meeting with Dr. Joyce in re. Dept. Psych Testing
- February 3rd: Budget Meeting
- February 3rd: Meeting with Dr. Malphrus in re. Dept. Psych Testing
- February 6th: Leadership Beaufort- LE Panelist
- February 10th: Meeting PD PW
- February 11th: Meeting with the Director of DSS
- February 11th: Meeting with Vector Solutions
- February 12th: Ribbon Cutting Spanish Moss Trail
- February 12th: Meeting COPS Hiring Grant
- February 13th: Meeting with Enterprise Car Leasing
- February 19th: COB City Hall Camera Discussion

Upcoming Events:

- March 5th: SLB Town Hall Meeting at Waters at Ribaut



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/05/2026
From: Nathan Farrow, Public Works Director
Item Name: Public Works Monthly Report
Meeting Date: April 14, 2026
Department: Public Works Department

Background Information:

Introduction:

Monthly Report for February 2026.

Background:

Legal Authority:

Staff Recommendation:

Placed on Agenda For:

Action

Attachments:

1. Public Works Department



CITY OF BEAUFORT PUBLIC WORKS DEPARTMENTS
MONTHLY ACCOMPLISHMENTS

MONTH OF: APRIL COUNCIL MEETING, FEBRUARY ACCOMPLISHMENTS

EVENTS: *QUARTERLY LUNCHEON

Weekly Safety Briefs: M. Canela-Pena: P.A.S.S. the Fire Extinguisher, Burn Awareness, Prevent Heart Attack and Strokes

See/Click/Fix: Reported: 37
Resolved to date: 1609

811 Locates Reported & Reviewed: 153

PO's (PR's) Created and Processed 045

Banners Reserved and Hung 005

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

Weekend Parks: K Looney / C Pinkney / C Moultrie / E Major

Office Administration:

- Repairs:
 - Develop timeline of Office renovations for Office Manager & Office Assistant & kitchen space
 - PO creation & allocation

- Timesheets
- Finalize FY27 budget
- Building raw data for Brightly
- Assisted:
 - Minutes & agenda creation for PTAC
- Other:
 - Participated in the Kids in Parks opening of Depot Trail Head
 - Timesheet training with Finance via Munis

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

Stormwater / Street Division:

- Repairs
 - Pothole repair at Congress
 - Laid out roadside ditches
 - Bush hogged roadside ditches @ Commerce Park.
 - Cleaned out roadside ditches on Southside Blvd.
 - Installed absorbent pads and straw wattle rolls to soak up grease that was being illegally dumped into a drainage system between 2615 & 2617 N Royal Oaks.
 - Cleaned outfall ditch @ Southside Park near crossing bridge area.
 - Trip hazards on sidewalk @ Bladen St (both sides)
 - Easements @ Depot Rd/ Cleared and grubbed bushes around pond area @ Battery Green Ct/ Fallen tree removal @ Battery Saxon Park/Bluff
- Maintenance:
 - Easements: SMT trail heads from Broad St to Westvine Dr., Southside Blvd, Depot Rd, Fuller St, and Reynolds St.
 - Trimmed bushes away from highway on Ribaut Rd from Calhoun Thomas Park to Spanish Pt Dr.
 - Performed sidewalk maintenance (weed eating, edging, debris removal) on Greene St.
- Assisted:
 - Assisted Fortis Environmental (Vac Truck) with cleaning drainage systems
 - Assisted Parks with mowing and trimming bushes in the medians
- Other
 - Blowing leaves and salt away from the building and parking lot areas

Parks Division:

- Repairs:
 - broken pipe at Pigeon Point Park
 - irrigation issue at Southside Park
 - Cleaned out bed at Depot Rd parking and installed fresh pine straw for Kids in Parks ceremony
 - Whitehall Park men's restroom urinal repair, new flush valve installed and bathrooms reopened
 - Repaired broken regulator on drinking fountain located at the Depot Building
- Maintenance:
 - Inspection and maintenance of all Parks & playgrounds, restrooms, buildings, benches, etc., along with all ground maintenance
 - Routine restroom cleaning in multiple parks
 - Routine full upkeep of Spanish Moss Trail litter control/water fountains / cross walks
 - City-wide trash runs all parks weekly
 - Removed covers for flowerbeds from snow fall
 - Removed support straps off trees at Southside Park
 - Planted 6 Allee Elms on Spanish Moss Trail
 - Southside retention pond removal of dead growth and unwanted vegetation
 - Landscape Maintenance completed at Southside Park and Pigeon Point Park
 - Landscape Maintenance completed at City Hall, Police, Courts, and Fire Station Headquarters
 - Landscape Maintenance for small parks completed at Pinckney, Christensen, Cuthbert, Lafayette, Annette Bryant, Charlie Knott, Harvey, Tic Toc, Wilson, Calhoun Thomas, and Dowling Duck Pond
 - Cleaned up debris from heavy weekend winds inside every city park
 - Mulching Pigeon Point Park
 - De-mossed and trimmed down crape myrtles along Depot Rd
 - Cleaned up down limbs in front of 105 North Hermitage Rd
 - Maintenance completed at Whitehall Park
 - Prepped Pigeon Point and Southside Park for weekend duty
- Assisted:
 - Pigeon Point Park camera upgrades with contractor
 - Irrigation upgrades with contractor on Bay St at Waterfront Park
 - trash clean up with contractor on Polk St
 - Assisted Stormwater with roadside ditch cleanouts along Southside Blvd.
- Other
 - Whitehall Park backflow replacement installed, tested, and signed off on by BJWSA
 - Barbed wire removed from backside of Whitehall Park
 - Watering Schedule completed Wednesday and Friday on non-irrigated beds and trees

- City trash wide trash cleanup
- Spanish Moss Trail trash cleanup and inspection
- Weekend Duty completed at Pigeon Point and Southside for Saturday and Sunday
- Daily Cleaning of restrooms at Pigeon Point and Southside Park

Traffic Control / General Support – Facility Maintenance

- **Traffic Control Division**
 - **Repairs:**
 - The Mossy Oaks intersection underwent a complete cabinet replacement due to over voltage/fire, utilizing a full-size 332 model, while the controller was reused.
 - Installation of a new meter box and breaker panel at Mossy Oaks intersection.
 - Install new wiring from the weather head to the traffic cabinet, Mossy Oaks intersection.
 - Replace one red bulb for the side street closest to Walgreens and one green bulb for the main street left lane.
 - Fix call button on Lady's Island Dr & Waddell Rd
 - Work on Hogarth Ped Call
 - **Maintenance:**
 - Transfer paperwork and plans from the old cabinet at Mossy Oaks to the new traffic cabinet.
 - **Assisted:**
 - Assist General Support with the Malphrus Rd & 278 traffic signal for the On-Call
 - Assist Carolina Traffic with Staging equipment at the shop back lot
 - **Other:**
 - Banners Installations/Removal: Life Wise Academy & USCB- Youth concert
 - Show and walk Carolina Traffic Fire Station 1 for the Project/Rebuild
 - Trimming trees and bushes from the traffic signal box on Fire Station 1
 - The Fire Station 1 project started with the foundation dug, preparation for conduit installation, and molds created for the cement truck.
 - Remove 3 streetlights with banners and poles from Charles St for the Pipe Project
 - Remove Charles St & Port Republic Street name sign with pole for the Pipe Project
 - Collect times from Fire Station 2 for the timing program on the Fire Station 1 Project
 - SC811 Marking: Joe Fraizer Rd & Broad River Blvd, Boundary St & Bladen St, Lady's Island commons & Sea Island Pkwy.
 - Prep 24-002 Bucket truck for On-Call
 - Started removal of uprooted water oak inside Battery Saxon

- Streets and Stormwater assisted parks on Saturday finishing the trimming of the Muhly Grass inside the middle medians of Boundary St (4 total employees)
- Other:
 - Collect cabinet plans for Boundary St & Hogarth and Boundary St & Carolina Cove
 - Deliver traffic cones to the sally port behind the police department
- **General Support – Facility Maintenance Division**
 - Repairs:
 - Police Department leaks: water leak, leaking toilet, clogged shower drain
 - Fire Station 2: Fixed broken exhaust fan
 - Waterfront bathroom: toilet leaking
 - Traffic Call-out to 278 and Malphrus
 - Repaired faucets at the Arsenal
 - Repaired the streetlight in front of Talbots on Boundary
 - Installed new paper towel dispenser in PW Directors office
 - Installed new hand dryer at Waterfront Playground’s Men’s Bathroom
 - Repaired sinkholes in pavers on Bay st.
 - Maintenance:
 - Conducted Quarterly Night Light Survey
 - Trimmed tree canopies on Waverly Way
 - Worked with JCI to get Chiller back into normal operation
 - Troubleshoot and repair nonoperational outlet and wiring at City Hall Finance Conference room.
 - Cut and cleaned fallen tree at Public Works
 - Troubleshoot issues with electrical panels at PW
 - Began installation of solar lights at West st Ext. notification board
 - Assisted:
 - Installed hose reel at Public Works
 - Assisted Traffic with limb removal at Fire Station HQ & removing three streetlights on Charles
 - Coordinated with Dominion on setting meter at Fire Station HQ
 - Assisted JCI with replacement of exhaust fan motor at City Hall
 - Assisted traffic with replacing cabinet and meter box at Mossy Oaks and Ribaut
 - Assisted PW Director with assembling new desk
 - Assisted Parks with trimming grass in medians of Boundary
 - Other:
 - Gathered serial numbers on city owned equipment for facilities list
 - Conducted walk trough of city owned buildings after winter storm
 - PD Bathroom Remodel
 - PW Kitchen Remodel quotes

- Conducted Interviews for Stormwater and General Support
- Participated in the Kids in Parks opening of Depot Trail Head
- Conducted Weekly Safety Topic “Is Your Head in the Game?”
- Picked up materials for future solar light install at West St Ext

Fleet / Equipment:

- Repairs:
 - Fix flat tire on Utility trailer
 - vehicle 527: Finish repairs and test drove
 - vehicle 700: jumpstart
 - Drop off Vehicles 700-702-542 for PM’S at Butler Dodge
 - Pick Up debris at Fire Station 1 with knuckle boom Made 2 trips
 - Repair drive belt on riding mower at Southside Park
 - Rewire lights on 2 tow behind light towers. Change tires on both trailers
 - Order parts for Pipe Washer
 - Assist Tri-Scape with arrow board for debris pick up on Boundary St
 - Pick up vehicles 700-702-542 from Butler Dodge
 - Repair tarp on Knuckle Boom 519
 - Remove and replace deck boards on Tow Master trailer use for 308
 - Pick Up decking boards at Grayco for Tow master trailer
 - Replace battery on Backhoe
 - Equipment check
 - Drop off Backhoe at Penders for repairs
 - Jump start Vehicle 410
 - Replace battery on Big Tex u dump
 - Pick Up vehicle 550 from Butler Dodge
 - Jump start Packer truck 403
 - Finish Brightly
 - Set up training for Mini Excavator with SCLTAP
 - Drop Off vehicle 410 at Barnards Tire for flat tire
 - Shop air compressor not working, motor has shorted out
 - Went to tractor supply to pick up supplies
 - Went to Carquest to pick up supplies
 - Went to Contactor Nail to pick up supplies
 - Pick up Back hoe at Penders and drop it off at Southside Park
 - Change 2 sets of cutting blades and replace 8 cutting deck rollers
- Maintenance:
 - Sent parts to trafcon for reprogramming
 - Order and pick up supplies at Carquest
- Assisted:
 - Debris pickup on Ribault Rd

- interviews for stormwater and general support
- Other:
 - Pipe washer pick up at Jet Vac in Sumter
 - Shop supply inventory
 - Brightly pilot to test out program

Operations:

- Repairs:
 - Met with Stormwater Department to discuss drainage issues on Battery Green Court.
- Maintenance:
 - Multiple crew and site visits.
- Assisted:
 - Traffic with realigning a traffic signal after hours in Bluffton.
 - Assisted traffic with removing and replacing a traffic signal cabinet, electric meter box, breaker panel box, and complete wiring.
- Other :
 - Responded to a citizen complaint of a hazardous tree on phone lines and reported it to Brightspeed.
 - Attended a Brightly Software meeting
 - Met with business owner on Sea Island Parkway concerning drainage questions.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/16/2026
From: Jennifer Pointer, Administrative Assistant
Item Name: Request for parade street closures from Sons of the Union Veterans of the Civil War Memorial Day Committee to host the Memorial Day Parade on Monday, May 25, 2026, from 8:30 am - 12:00 pm
Meeting Date: April 14, 2026
Department: Downtown Operations

Background Information:

Introduction:

Request for parade street closures from Sons of the Union Veterans of the Civil War Memorial Day Committee to host the Memorial Day Parade on Monday, May 25, 2026, from 8:30 am - 12:00 pm.

Background:

- Line-up begins at 8:30 am on Adventure St.
- Parade begins at 10:00 am
- Parade concludes approx. 12:00 pm
- Parade will use standard approved route
 - Bladen St. → Boundary St.
 - Boundary St → Carteret St.
 - Carteret St → Bay St.
 - Bay St. → Bladen St.
- Same event as previous years

Legal Authority:

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

Staff Recommendation:

Staff Recommends Approval

Placed on Agenda For:

Attachments:

- 1. 2026-05-25 Memorial Day Parade_Redacted

CITY OF BEAUFORT, SOUTH CAROLINA
APPLICATION FOR PARADE OR PUBLIC ASSEMBLY PERMIT

To be filed NOT LESS than 30 days before event

1911 Boundary Street Beaufort, SC 29902

Phone (843) 525-7070

Name of Applicant: Grand Army Hall (Edward Wallace Camp 21) Suvco

Address: [REDACTED] Phone [REDACTED]

Name of Sponsoring Organization: Sons of the Union Veterans of the Civil War

Address [REDACTED]

Date of Parade/Public Assembly:

25 May 26

Route Proposed (Giyng Starting & Termination Points): Adventure St

[REDACTED]

Approximate Number of Persons, Animals & Vehicles Constituting Parade: _____

Time Parade Will Begin : 10:00 Parade will Terminate: _____

Parade Will Occupy All of the Width of the Streets to be Traversed
Yes

Parade Will Occupy Only a Portion of the Width of the Streets to be Traversed N/A

Location of Assembly Area: Adventure

Time Units Will Begin to Assemble: 8:30 AM

Interval of Space between Units in Parade: _____

Type of Public Assembly (including description of activities)

Memorial Day Parade

Description of Recording Equipment, sound amplification equipment, banners, signs, or other devices to be used: N/A

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

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

[Signature]
Signature of Applicant

Application Received By: _____ Receipt # _____

Date Application Received: _____

Approved By: _____



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/19/2026
From: Jennifer Pointer, Administrative Assistant
Item Name: Request for streets and bridge closure from Lowcountry Habitat for Humanity to host 2026 Turkey Trot on Thursday, November 26, 2026, from 7:00 am to 10:00 am
Meeting Date: April 14, 2026
Department: Downtown Operations

Background Information:

Introduction:

Request for streets and bridge closure from Lowcountry Habitat for Humanity to host 2026 Turkey Trot on Thursday, November 26, 2026, from 7:00 am to 10:00 am

Background:

Annual Turkey Trot 5K

- Requesting street and bridge closure from 7:00 am to 10:00 am
- Using the approved 5K route
- Approx 1,400 participants
- Same as previous years

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. 2026-11-26 Turkey Trot_Redacted



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: Michele Barker

Address: [Redacted] Phone #: [Redacted]

Email: [Redacted]

Name of Sponsoring Organization: Habitat for Humanity of the Lowcountry

Address: [Redacted]

Date of 5K Run/Walk: Thursday, November 26, 2026

Time of 5K Run/Walk will Begin: 7:00 AM 5K Run/Walk will Terminate: 10:00 AM

Time 5K Run/Walk Line-Up Begins: 8:00 AM Location(s) of Line-Up Area(s): Freedom Mall Park on Bay St.

Approximate Number of Persons, Animals in the 5K Run/Walk: 1,400

5K Run/Walk will occupy all the width of the streets to be traversed: yes (Bay to Carteret to Middle Rd)

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

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

Receipt #: _____ Approved By: _____

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

Signature of Applicant: Michele Barker Date: 3/19/2026



City Council Regular Meeting
Meeting Minutes – City Hall Council Chambers, 2nd Floor

March 10, 2026

I. CALL TO ORDER

6:03 PM

Philip Cromer, Mayor

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Michael McFee, Mayor Pro Tem

III. PRESENTATIONS

Lise Sundrla, with the Historic Beaufort Foundation and members of the Lafayette Bicentennial Planning Committee presented the City of Beaufort with a Time Capsule commemorating Beaufort's celebration of the visit of the Marquis de Lafayette on March 18, 1825.

IV. PUBLIC COMMENT

Paul Trask, Bladen Street, spoke regarding New Business Items D, H, I and J.
Patricia Jaudon, Wateree Court, spoke regarding New Business Item G.
Catherine Scarborough, Bay Street, spoke regarding New Business Item D.
Chris Campbell, Chair of Keep Beaufort County Beautiful, spoke regarding New Business Item G.
Bob Crimian, Coastal Conservation League, spoke regarding New Business Item G.
Stanley Boyd, Sea Island Parkway, spoke regarding New Business Item G.
Courtney Kimmell, Port Royal Sound Foundation, spoke regarding New Business Item G.
Ivey Szalai, Country Road, spoke regarding New Business Item K.
Mike Tomy, Craven Street, spoke regarding New Business Item E.

V. MEETING AGENDA APPROVAL

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

All were in favor, motion carried.

VI. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Character Education Proclamation, Hilario Lopez Gomez, 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 March 2026 as Developmental Disabilities Awareness Month.

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

All were in favor, motion carried.

VII. PUBLIC HEARING

Community Development Block Grant (CDBG) 2026 Needs Assessment.

Tiffany Dantzler with the Lowcountry Council of Governments presented their CDBG Block Grant Program Needs Assessment for 2026. This Public Hearing must be held yearly by their organization. The presentation included Low and Moderate Income (LMI) threshold amounts, 2026 Action Plan, and grant program categories that included their application deadlines.

Mayor Cromer opened the Public Hearing.

There was no public comment.

Mayor Cromer closed the Public Hearing.

VIII. CONSENT AGENDA

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

All were in favor, motion carried.

Items approved are listed below:

- A. Capital Projects Monthly Report.
- B. Community Development Monthly Report.
- C. Downtown Operations Monthly Report.
- D. Finance Department Monthly Report.
- E. Fire Department Monthly Report.
- F. Human Resources Monthly Report.
- G. IT Monthly Report.
- H. Municipal Court Monthly Report.
- I. Police Department Monthly Report.
- J. Public Works Monthly Report.
- K. Request 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 the Henry C. Chambers Waterfront Park on Saturday, April 25, 2026, from 9:00 am to 12:00 pm.

IX. MINUTES

A. Worksession - January 27, 2026.

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

B. Regular Meeting - February 10, 2026.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.
Councilman Mitchell abstained as he was not in attendance.
Minutes approved as presented.

C. Capital Projects Quarterly Workshop - February 17, 2026.

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

D. Worksession - February 24, 2026.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Scallate.
Minutes approved as presented.

X. OLD BUSINESS

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

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.
Scott Marshall, City Manager, provided a review.

A scrivener's error was noted under Section 8-2016 (f) fifty should be one hundred.

All were in favor, motion carried.

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.

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

All were in favor, motion carried.

- 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.

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

All were in favor, motion carried.

- 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, 5:00 pm - 10:00 pm and July 4, 2026, 3:00 pm - 10:00 pm. Request Waiver of Noise Ordinance, Regulation of Food Truck Ordinance, Business License Fees and Police, Fire and Public Works services.

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

Linda Roper, Downtown Operations Director, provided an overview of the event and addressed Council's questions and concerns. **Councilman Lipsitz** inquired about the cost to the City, spoke about liability issues and parking concerns. **Councilman Mitchell and Councilman Scallate** sees value in holding the event but stated this does not need to become a yearly event moving forward.

Ms. Roper stated the organizer will need an answer as soon as possible. There are two options. Vision A: being an Annual Regional Carolina Days Event and Vision B: being a Community Centered Celebration.

The motion passed with a 4 - 1 vote. Councilman Lipsitz voted against.

- 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.

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

Police Captain Jason Day provided an overview of the proposed ordinance and answered Council's questions and addressed their concerns.

Councilman Lipsitz made a motion to add City Contracted Vehicles into the exemptions under B2. The motion was seconded by Councilman Mitchell.

Councilman Lipsitz withdrew his motion, and Councilman Mitchell withdrew his second.

Councilman Scallate made a motion to amend Sec. 9-1008 Noises Prohibited as follows:

- (1) Any sound made that exceeds 75 decibels when measured from the property line.**
- (2) Amplified music that exceeds 75 decibels when measured from the property line.**

Under (b) Exceptions (3) change the times to read 8:00 am to 9:00 pm.

Under (b) (8) change the beginning to read Amplified music which exceeds 75 decibels which is played in the Nighttime Music District and striking (which exceeds 60db but does not exceed 70db) The rest remains unchanged.

Under (b) (3) add City Contracted Services to the list.

Councilman Lipsitz seconded the motion.

All were in favor of the amended motion.

All were in favor of the main motion.

- E. An ordinance to amend 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 - First Reading.

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

Curt Freese, Community Development Director provided an overview and answered Council's questions and addressed their concerns.

Councilman Scallate made a motion to amend Section 7-18002 - Requirements for Licenses of STR's by striking the current language in (a) (1) (3) (4) and (c) (1) and replacing it with the following amended text.

- (a) (1) - No more than 6% of the residential lots in the neighborhoods as shown on the City of Beaufort Neighborhoods Map may be STRs.
- (a) (3) - There should be no more than one STR per parcel of real property except as provided in Subsection (4) below.
- (a) (4) - Special exception for Multiple Short-Term Rentals per parcel. The appropriate designated review body may grant a special exception to allow more than one STR per parcel upon application and public hearing, provided the applicant demonstrates: (1) the multiple STR's were lawfully established and operating (or permitted) prior to the effective date of this amendment; (2) the property was purchased or developed with reasonable reliance on the ability to maintain multiple STRs (e.g., based on prior approvals, site plans, or vested rights); and (3) granting the exception will not materially undermine the purposes of the city-wide cap, adjacency requirements, or neighborhood character. The special exception shall be subject to such conditions as the reviewing body deems necessary to mitigate impacts.

Strike (c) (1) in its entirety and amend (c) (2) to read as follows and will then become (c) (1) - Accessory structures may be used as subject to the provision that there shall be no more than one STR per parcel of real property.

There was a comment made that the section that deals with enforcement should include infractions (three-strike rule) with reference to nuisances, etc. Mr. Freese will discuss this with the City Attorney.

The motion was seconded by Mayor Pro Tem, McFee.

The amended motion passed by a vote of 3 - 2. Mayor Pro Tem, McFee, Councilman Mitchell and Councilman Scallate voted in favor. Mayor Cromer, Councilman Lipsitz voted against.

The main motion passed by a vote of 3 - 2. Mayor Pro Tem, McFee, Councilman Mitchell and Councilman Scallate voted in favor. Mayor Cromer, Councilman Lipsitz voted against.

- 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.

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

Curt Freese, Community Development Director, and Ken Meola, Codes Enforcement Officer provided a summary of the proposed changes and additions being made to the existing ordinance. They answered Council's questions and addressed their concerns.

All were in favor, motion carried.

G. Ordinance amending Part 6 - Health and Sanitation, Chapter 6 - Single-Use Plastic Bags - First Reading.

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

Scott Marshall, City Manager, provided an overview of the policy. He was joined by Juliana Zadik, Environmental Long Range Planner for the Beaufort County Planning and Zoning Department. Together, they addressed Council's concerns and answered their questions.

Councilman Lipsitz made a motion to remove any mention of plastic straws and plastic cutlery completely from this ordinance.

The motion did not receive a second. The motion failed.

Councilman Scallate made a motion to amend Section 6-6004 Exemptions, Item M to read Plastic straws and plastic cutlery (i.e., forks, spoons and knives); upon request only. The motion was seconded by Councilman Mitchell.

All were in favor of the amended motion.

All were in favor of the main motion.

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.

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

Scott Marshall, City Manager, provided details of the proposed sale. This agreement would be between the City of Beaufort and Clarendon Farms, LLC 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 \$2,271,600.00.

John O' Toole, Executive Director of the Beaufort County Economic Development Corporation, responded to a question asked by Councilman Scallate.

Councilman Scallate made a motion and was seconded by Mayor Pro Tem, McFee, that upon second reading, specific language be included in the purchase agreement - or as an exhibit to it - detailing the designated use of funds totaling one million dollars in excess of the \$40,000 per acre purchase price for the lot. This language must clearly reference and explain its connection to the Borrow Pit.

All were in favor of the amended motion.

All were in favor of the main motion.

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.

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

Eric Claussen, Assistant City Manager, went over the project priority list from highest to lowest that will be presented to the Beaufort County's Transportation Advisory Committee.

An item will be added under Number 5. Traffic Signal Additions and Intersection Improvements - Implementation of pedestrian crossing safety improvements on Boundary and Carteret Streets to reflect those identified in the LATS Safety Action Plan.

Also being added is an ITS Master Plan. Safety and Intersection Improvements (LATS Study) Evaluation, design, and implementation of Intelligent Transportation Systems strategies to mitigate crashes, improve safety and traffic flow, and provide critical information to drivers in real-time.

All were in favor, motion carried.

- J. Authorization to allow the City Manager to enter into a Contractual Agreement for the Pigeon Point Drainage Study Project.

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

Eric Claussen, Assistant City Manager, provided an overview of the components of the contract.

All were in favor, motion carried.

- 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.

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

Alan Eisenman, Finance Director, provided an overview of the amendments.

All were in favor, motion carried.

- L. Authorization to allow the City Manager to enter into a Contractual Agreement for Marina Day Dock Project.

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

Alan Eisenman, Finance Director, provided an overview of the components of the contract.

All were in favor, motion carried.

- M. Authorization to allow the City Manager to enter into a Contractual Agreement for Now We Know! Program.

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

Alan Eisenman, Finance Director, provided an overview of the components of the contract.

All were in favor, motion carried.

- N. Appointments to Boards, Commissions and Committees - Cultural District Advisory Board.

Mayor Cromer recused himself from the vote. A copy of his recusal form is attached.

Mayor Pro Tem, McFee stated Libby Cohen is the appointment for the Historic Beaufort Foundation and Amelia Cromer for the Beaufort History Museum. These will be for 3 year terms to expire on June 30, 2026.

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

All were in favor, motion carried.

XII. PUBLIC COMMENT – NON-AGENDA

Rob Cahill, Water Street, spoke about a possible Car Free Promenade on Port Republic Street. He withdrew his desire to see one on Bay Street.

Graham Trask, Bay Street, addressed Council on the length of the meeting tonight, the placement of the public comment periods, the Noise Ordinance and the sale of property in the Commerce Park.

Wallace Scarborough, Bay Street, stated the amendment to exempt city contracted vehicles/equipment should have been placed under number 2 and not number 3 of the Noise Ordinance under exemptions.

XIII. REPORTS

City Manager's Report

Thanked Nate Farrow and Public Works for acting quickly when our HVAC system went down. Their quick response made sure the meeting could still go on.

To stay up to date on City happenings, from the City Manager's perspective on a weekly basis, all are invited to subscribe to the City Manager's Bridge Report, published every Monday morning. You can subscribe to it through the City's website.

The Beaufort History Museum will be celebrating 250 Years of America's History on April 10 - 11, 2026.

On Friday, April 10, 2026, from 2:00 pm - 3:00 pm at the St. Helena Branch Library, Dr. Tray Dunaway - a retired surgeon from Camden, S.C. and former chairman of Historic Camden, as well as former Natural Resources Director for the Camden Battlefield and Longleaf Pine reserve - teams up with Liberty Live to present the interactive program Battle & Bones. Through archaeology and modern science, audiences of all ages will help uncover the mysteries of long-lost battlefields.

On Saturday, April 11, 2026, from 10:00 am - 4:00 pm, come experience "Family Day at the Museum" in the courtyard of the Beaufort Arsenal. Experience the 18th century firsthand with interactive demonstrations, battlefield simulations, live cannon fire, and the immersive film Beaufort on the Brink of Revolution.

He was pleased to attend the Beaufort Regional Chamber of Commerce's annual State of the Community Breakfast, along with the Mayor and several members of Council. It was clear through presentations and associated discussions that there remain two clear challenges to growing our local economy. The need for attainable housing and the shortage of available childcare; as well as the ability of young working families to afford either or both.

We were very pleased to end the week last week on a high note. On Friday afternoon, a brief ceremony was held at Southside Park renaming Southside Loop to Clayton Cooler Loop, in memory of a former director of the City's Public Works Department. Though Mr. Marshall did not have the privilege of knowing Mr. Cooler, by virtue of the people who were on hand for the renaming, his influence on the city is undeniable. Colonel and Mrs. Warren Parker, his son-in-law and daughter, and other family members, were joined by former State Representative Edie Rodgers, former Mayor Billy Keyserling, former City Manager Ed Duryea as well as Mayor Cromer and other members of City Council.

Next Friday, March 13, 2026, at 9:30 am, we hope you will join us for a second street naming ceremony. This time we will designate the newly constructed connector road near Beaufort Executive Airport on Lady's Island as Donnie Beer Drive. This is a fitting memorialization of Mrs. Beers' contributions in her 23 years on City Council, several of which were as Mayor Pro-Tem.

Beaufort County Engineering is hosting two public meetings to share information and answer questions about the Local Area Transportation Study (LATS) funded SC 170 Corridor Study. The meetings will be from 6:00 pm - 8:00 pm, Wednesday, March 11, 2026, and Thursday, March 12, 2026. The purpose of the meetings is to help County residents understand current and future conditions along the SC 170 corridor by discussing proposed improvements that enhance safety, reduce crash risk, and improve roadway network connectivity as the area grows. The meeting on Wednesday, March 11, 2026, will be at Palmetto Electric, 1 Cooperative Way, Hardeeville. The meeting on Thursday, March 12, 2026, will be at the Robert Smalls Leadership Academy, 43 W.K. Alston Drive in Beaufort.

You may have noticed the stairs on West Street Extension which connect the road to Henry C. Chambers Waterfront Park are in disrepair. This week you will see activity to replace the stairs in their entirety with a ramp which will be constructed to match the existing pavers. The ramp will provide a safer alternative for pedestrians entering the park while being more conducive to access for emergency vehicles.

We haven't talked about the social district pilot program for a while. It isn't because we have forgotten about it, or that we are not planning to go through with it. We are gaining feedback on the proposed schedule before launching the program, which we still intend to do in April. In response to input received, I have asked our Downtown Operations staff to meet individually with each proprietor in the core downtown business district to receive their candid thoughts on the concept of the social district as well as the proposed hours of activation which were Wednesday through Saturday, from 4:00 pm - 10:00 pm.

He wanted to provide a brief update on Waterfront Park issues to assure everyone that progress continues toward restoration even in the absence of newsworthy events. Engineers are finalizing products for presentation to gain feedback on design alternatives in a public charette, which we now believe will be in April. As you heard this evening, Council has approved the award of a contract to reconstruct the Dinghy Dock. We hope to have this complete by May 1, 2026. Staff continues to maintain contact with the South Carolina's Land Water Conservation Fund on future construction funding grant opportunities. We have also worked with our bond attorneys and our Parks and Tourism Revenue Bond lending institution for additional flexibility in the allowance of the use of bond proceeds for the benefit of Waterfront Park.

Though there is a plethora of information available on our website related to the Waterfront Park issue through our Capital Projects Dashboard, Waterfront Advisory Committee meeting minutes, Council Work Session meeting minutes, etc., the City will be putting together a web page devoted solely to all things Waterfront Park for one-stop shopping for engineering reports, progress updates, Waterfront Advisory Committee minutes, and any other matters or announcements related to Waterfront Park.

He recognized our Public Information Officer, Ashley Brandon. After nearly three years with us, she is moving on to bigger and brighter opportunities. Her last day with us will be March 13, 2026. He thanked her for her service to the City and wished her all the best in future endeavors.

Lastly he reported the gentleman sitting to his right, is the new Assistant City Manager, Eric Claussen, who we are very excited about having on Team Beaufort. If you haven't met him yet, please introduce yourself when you have the opportunity.

Mayor's Report

He attended many events and meetings which included the Converge Summit and the Beaufort Charities Oyster Roast.

Councilman Mitchell

Reported the Charles Lind Brown Center improvements are in full swing and encourages all to stop by.

Stated there will be a meeting regarding the 1st South Carolina Volunteers Park on Thursday, May 12, 2026.

Asked those that were willing to stand for a moment of silence for the Reverend Jesse Jackson to honor his passing.

Mayor Pro Tem, McFee

Reported March 13, 2026, will be their next Lowcountry Area Transportation Study (LATS) meeting and mentioned the Transportation Meeting being held on March 12, 2026 at the Robert Smalls Leadership Academy.

Councilman Scallate

Nothing to report.

Councilman Lipsitz

Nothing to report.

Members of Council wished Ashley Brandon all the best in the future.

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.

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

All were in favor, motion carried.

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

All were in favor, motion carried.

XV. ADJOURN

10:54 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.

DRAFT



City Council Worksession
Meeting Minutes – Planning Conference Room – 1st Floor

March 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.

Traci Guldner, City Clerk, introduced Danny Rozek.

B. Public Works Department.

Nate Farrow, Public Works Director, introduced Tyler Olivieri.

III. PRESENTATIONS

A. Mayoral Proclamation being presented to the American Red Cross for American Red Cross Month.

Mayor Cromer presented Meaghan Silsby and Brooks Tucker with a Mayoral Proclamation for American Red Cross Month.

B. Cummings Foundation Grant Program update.

Stephenie Price, Police Chief, introduced Dr. David Baker with the Cummings Foundation who provided an overview of the success the program has had over the last year.

IV. DISCUSSIONS

A. Short-Term Rental Ordinance.

Curt Freese, Community Development Director, went over key changes that came out of first reading on March 10, 2026, that included modifications to the six percent cap calculation, removal of the prohibition on short-term rentals in The Point neighborhood, expanded allowance for accessory structures to be used as short-term rentals, and direction to revisit provisions related to ownership transfers, appeals or exceptions, and enforcement mechanisms.

Councilman Lipsitz inquired about notifications regarding short-term rentals. Mr. Freese stated they are notified when the permit is issued. Councilman Lipsitz feels it should be sooner. Mr. Freese stated the challenge is that this would not be considered a public hearing. Mr. Freese stated if Council wanted it on the application they could change the code. Mr. Freese will consult with the City Attorney.

Each member of Council addressed the question raised by Conway Ivy as to what has caused the urgency, and he stressed urgency, to remove The Point short-term rental exemption.

Councilman Scallate stated he is impressed by the way The Point neighborhood has coordinated and influenced policy through the efforts as shown by the numbers present tonight. He provided an overview of what has brought him to this point. He stated there is no real urgency to strike the language and has told himself since the beginning he would likely not have voted in favor of a special exception for The Point, because he feels as policy makers they represent an entire City, it is their job to pass fair and flat policies that are in the best interest of the entire City. Was not in favor of passing this without first bringing it up for discussion. He feels the best course of action for the City would have been to do exactly what was originally directed, and that was to close the exemption in T4-N and factor in a 300 foot distance requirement. He mentioned the concerns brought up by the residents are notable but does not feel the decisions should be based on those things as they relate to short-term rental policy. Feels some of the concerns should be addressed independently and not built into how the City regulates short-term rentals.

Councilman Lipsitz feels a “can of worms” was opened up when this amendment was proposed and is against removing the prohibition of The Point and will not change his mind.

Mayor Cromer stated he voted no as well and stated there is no urgency. He has never been a big fan of STR’s and if we are going to have them, he would rather they be owner occupied. Not a big fan of Investors. He gave some examples of provisions from other jurisdictions in the area. He stated Beaufort has 14,600 people with 24 square miles. The Town of Mount Pleasant has 100,000 people with 50 square miles. They capped their STR’s at 400. Since they are so spread out it is not a big deal, and the City has a problem where they are clustered.

Mayor Pro Tem, McFee provided some background information on how the changing of this ordinance came about. He stated he voted on Tuesday for the discussion of the STR’s and wanted the rest of the amendments they had spent time working on that evening to be considered and that was the only reason. He will not vote for them to be continued.

Councilman Mitchell stated he voted in favor of removing the exemption of The Point. After listening to the public comments, he mentioned that maybe they need to go back and reconsider some things. Maybe the answer is to grandfather everyone who has a short-term rental now and ban new ones from forming. He does not know the answer. Told Mr. Ivy what drove his decision is he is very much aware he was elected at-large. He is not sure he is at the point where The Point should be exempt, however, what he is hearing from other areas is why is The Point special. He has yet to talk with anyone, in any neighborhood that is in favor of short-term rentals. Thinks the City should ban investment short-term rentals throughout the City. He feels an obligation to share and be the voice of the Northwest Quadrant. He certainly does not know the answer, but before moving on there needs to be more discussion and personally does not think the answer is that The Point be exempt.

B. Southside Park Phase II and Parks and Tourism Revenue Bond Reallocation.

Alan Eisenman, Finance Director, started off by saying during the February 17, 2026, Quarterly Capital Projects meeting, there was discussion about whether remaining 2024 Parks and Tourism Revenue Bonds could be spent on the Henry C. Chambers Waterfront Park Project. The City contacted Lawrence Flynn, City’s Bond Counsel with Pope Flynn, and he stated the City can ask for the bond purchaser’s consent, which is Webster Bank, to amend the 2024 Series Ordinance and expand the scope of the projects to include Henry C. Chambers Waterfront Park.

Mr. Flynn sent a letter to Webster Bank on March 6, 2026, to ask whether it would be willing to consider providing consent to an amendment to the 2024 Series Ordinance and the proposed reallocation of Bond proceeds. Webster Bank responded they were fine with this modification.

Southside Park Phase I project is complete and site design for Phase II is expected to be completed in August 2026. There will be approximately \$1.2M remaining in Parks and Tourism Revenue Bonds funds. The estimate for Option 1 is \$1,197,522.00, and Option 2 is more scaled back with a cost estimate of \$816,312.00. Council will also need to consider whether to reallocate remaining funds to the Henry C. Chambers Waterfront Park project.

Councilman Lipsitz is in favor of moving forward with Option 2 and his hopeful the City will receive CDBG grant funds to go towards the cost. Definitely wants to see the inclusion of Disc Golf and Dog Park upgrades.

Brandon Turkse, PE with Davis and Floyd answered a question from **Councilman Scallate** about a cost of \$50,000.00 for demolition.

Councilman Scallate stated the Waterfront Park is his number 1 priority, and we need to put a bow on Southside Park and roll as many funds as we can into the Waterfront Park to get it back open. He has scaled this down by spending no more than \$250,000.00 out of the 1.2 million that remains. Wants to see about a million moved over to the Waterfront Park. If funding is delayed on the Waterfront Park it would be a detriment to downtown and the City.

Mayor Pro Tem, McFee feels no one sees the Waterfront as not being a priority. We need to be very conservative on all funds with reference to the ability of grant funding. Fortunately, and hopefully, we will have our regional, state and federal partners helping us as well. Grant funding requires matching, so we need to keep our reserves for that.

There was a discussion about what particular items should be funded within Option 2.

Scott Marshall, City Manager, stated the primary objective for staff is to find out what Council would like to see funded as a priority within the park.

A figure of \$275,000.00 was recommended to use in Southside on the Dog Parks and apply for grants to fund the rest. The remaining amount will go towards the Waterfront Park.

C. Hospitality Fee 1.1% and 5% distribution.

Alan Eisenman, Finance Director, stated the City Ordinance includes a 5% hospitality fee distribution to the City's Designated Marketing Organization (DMO) and 1.1% hospitality fee distribution to non-profits for advertising to increase tourism and revitalization of the downtown economy. He stated after receiving input from the Beaufort Area Hospitality Association, staff would like to know the will of Council moving forward.

Nick Borreggine, Chairman of BAHA, provided some history on the formation of the original Beaufort Hospitality Association back in 2005 and how the hospitality funds were received back then.

Ashlee Houck, Executive Director of BAHA, mentioned a few years ago they were asked to work with other organizations within the community and how they have been doing so. She stated the ordinance as written is specific to the downtown core, and she feels it should be spread throughout the City.

Council is supportive of this change as long as all the funds are spent on marketing for City establishments and not those outside of the City limits.

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

Beth Grace (written comments attached), Gene Grace, Nancy Russell, Tierny Stone (written comments attached), Bobby Malia, Karen Schwartzman (written comments attached), Matt McAlhaney, Brenda Litchfield, Alexandra Hendrickson (written comments attached), Jeff Hamrick (written comments attached), Tom Kline, Dave Russell, Conway Ivy (written comments attached), Alison Guilloud, Sarah Scudder, Douglas Storrs, Edie Rodgers, Graham Trask, Rob Cahill, Josh Gibson, Gloria Kurz (written comments attached), Jared Madison, Joe Macdermant,

Two petitions were given to the City Clerk. These two petitions had 375 signatures in opposition of allowing STR's in The Point. These will be on file with the Clerk's Office.

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 appropriateness of activity in the Commerce Park.
- B. Pursuant to Title 30, Chapter 4, Section 70 (a) (2) of the South Carolina Code of Law: Discussion regarding the conveyance of property located in the Beaufort Commerce Park:
 - 1. Lot D - 5.25 Acres
 - 2. Lot B - 6.64 Acres
 - 3. Lot K - 7.0 Acres
 - 4. Lots A,C,E,F,H and J - approximately 31.79 Acres
- C. Pursuant to Title 30, Chapter 4, Section 70 (a) (1) of the South Carolina Code of Law: Discussion regarding personnel employed by City Council.

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

All were in favor, motion carried.

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

All were in favor, motion carried.

No actions from Executive Session.

VI. ADJOURN

10:47 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

Traci Guldner

From: [REDACTED]
Sent: Wednesday, March 25, 2026 6:55 PM
To: Traci Guldner
Subject: Updated version of Public Comment for Council records

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

Public Comment Tuesday March 24, 2026- City Work Session

My name is Beth Grace and I live at [REDACTED]

As a backdrop to the STR ordinance, I want to give a bit of history.

In my memory, after the financial downturn in 2008, some newer residents wanted City Council to address STRs in the City. The thinking was that it would fix up older homes in the National Historic Landmark District (NHLD) yet be good business opportunities. The City then included all neighborhoods except those exempt by HOA regulations.

I have no clue as to how or why the NWQ and Old Commons were exempted from the 6% cap. Apparently, according to the staff's First Reading background, the numbers are now around 20% which has a negative impact on the community culture. It also limits long term rentals and affordability on many levels.

When the ordinance was being debated in the mid 2000's, The Point Neighborhood Assn took a poll of all residents on The Point. It was almost unanimous to prohibit STRs because we are already commercial enough so we responded to City requests for input to be exempt BECAUSE;

1-We have many tours already licensed by the City and more with business licenses which daily pass through our neighborhood;

2- The streets are narrow with many homeowners having to park along the streets effectively making some streets one lane;

3- Core Commercial being next to us creates employers, employees and tourists parking on our streets;

4- Downtown festivals, parades and events create parking problems, congestion and safety issues;

5- Many streets have tight corners and blind view of oncoming traffic;

6- Emergency vehicle access is so hampered;

7- The NHLD and Reconstruction Era Park designations create heavy tourism traffic;

8- The many hotels/motels/inns/STRs already permitted in the Core Commercial and Office Commercial plus the many STRs already permitted throughout the City create a great deal of congestion for us;

The residents of our neighborhood are supportive of the NHLD and the Reconstruction Era Park. We are very welcoming to all tourists and tours. We voluntarily allow charities and community organizations to be hosted by us with strict rules on how/where to park and notifying our neighbors of an event.

The PNA represented the residents of The Point in 2018-18 to ask the City to be exempt. The City staff and Planning Commission and City atty all recommended it. They again recommended the exemption, in this version of the Ordinance, that The Point remain exempt for the many issues expressed.

We are respectfully requesting that City Council maintain their trust in the Planning Commission, the Staff and the City Atty who all concurred that The Point remain exempt from Short Term Rentals.

This document has been prepared to present research at the City Council Amended Worksession Meeting on Tuesday March 24th 2026 regarding the discussion of Short Term Rentals Ordinance.

Executive Summary

Many areas across the country either ban or significantly limit short-term rentals to preserve the integrity of their communities. Here are some of the most notable:

Charleston, SC - In 2018, the City of Charleston passed a comprehensive STR ordinance that banned whole-home/non-owner-occupied short-term rentals in most residential zones, requiring the owner to be present during guest stays. Rules require that STRs in Old & Historic Districts must be on the National Register of Historic Places and require host presence (one full-time resident on-site nightly) with a maximum of 4 adults.

New Orleans, LA - In 2019, the City Council passed an ordinance banning whole-home STRs (non-owner-occupied) in the Garden District and most of the French Quarter (except a small entertainment district on Bourbon Street blocks 200-700).

New York City, NY - Built on a 2010 state law banning rentals under 30 days in apartments unless the host is present. Local Law 18 (2023): Requires registration, host presence during stays, and a maximum of 2 guests, effectively banning whole home/un-hosted STRs.

Santa Monica, CA - Mid-2015 Home Sharing Ordinance: Prohibits entire-home rentals under 30 days unless host lives on-site throughout the stay.

Fort Worth, TX - Fort Worth ordinance bans STRs in residential/single-family zones. Grapevine, TX (nearby) has banned STRs in single-family neighborhoods since 2018.

Miami, FL - Historic districts and many single-family zones have outright bans or additional requirements. Miami Beach prohibits vacation/STRs (less than 6 months +1 day) in all single-family homes and many multi-family residential buildings.

These are not radical ideas — they are proven, court-tested approaches that balance tourism with resident rights.

Charleston, South Carolina (Historic Districts)

Charleston has implemented some of the stricter short-term rental (STR) regulations among historic Southern cities, with a strong emphasis on protecting residential neighborhoods, historic character, and housing availability—particularly on the peninsula where the iconic Old & Historic District is located. The rules distinguish sharply between owner-occupied (allowed with limits) and non-owner-occupied/whole-home rentals (largely banned in most residential areas).

Key Actions:

- In 2018, the City of Charleston passed a comprehensive STR ordinance that banned whole-home/non-owner-occupied short-term rentals in most residential zones, requiring the owner to be present during guest stays.
- STRs in Old & Historic Districts must be on National Register of Historic Places and require host presence (one full-time resident on-site nightly) with a max of 4 adults.
- Additionally, only one STR unit per property is allowed, plus extra off-street parking requirements (e.g., 1 additional space beyond standard needs).
- This was part of efforts by a Short-Term Rental Task Force to balance tourism with resident quality of life.
- Current focus is on enforcement, compliance (e.g., platforms required to de-list non-compliant listings), and addressing loopholes. The whole-house ban remains in place citywide in residential zones, with allowances primarily for owner-present setups or specific overlay zones.

What Won the Fight:

- Resident advocacy, neighborhood associations, and historic preservation groups emphasized impacts on housing affordability, noise/nuisance in dense historic areas, parking strain, and loss of community character in places like the peninsula/South of Broad.

- Courts and city councils upheld the zoning-based approach (local authority over land use), with no major successful challenges from platforms or hosts. Enforcement ramped up via permit requirements, inspections, and reporting.

Outcome:

- Significant reduction in non-owner-occupied/whole-home STRs in historic and residential peninsula areas—most listings are either compliant owner-present or funneled to commercial/tourist zones.
- This has preserved neighborhood stability, reduced investor-driven conversions, and is viewed as a resident win similar to New Orleans' historic districts. Outside the city (e.g., county or North Charleston), rules are more permissive but still regulated with permits, caps in some spots, and ongoing tightening.

New Orleans, Louisiana

Historic Districts - French Quarter and Garden District

New Orleans has some of the strictest and most successful STR regulations in the US, particularly protecting historic neighborhoods.

Key Actions:

- In 2019, the City Council passed an ordinance banning whole-home STRs (non-owner-occupied) in many areas and outright banning them in the Garden District and most of the French Quarter (except a small entertainment district on Bourbon Street blocks 200-700).
- Further tightened in 2023: Limits to one permit per square block in residential areas, lottery system for oversubscribed blocks, ban on corporate ownership, live-in operator requirement, and caps in certain zones.
- Enforcement ramped up, with platforms like Airbnb required to delist non-compliant properties.

What Won the Fight:

- Strong resident advocacy from neighborhood groups (e.g., French Quarter Citizens, Garden District Association) highlighting damage to historic character, housing costs, and quality of life.

- Multiple court challenges (including by Airbnb and hosts in 2023-2025) were dismissed or upheld. A federal judge in 2024 (and again in 2025) ruled in the city's favor, stating no fundamental right exists to use residential property for short-term rentals. Courts affirmed local zoning authority over STRs.

Outcome:

- Significant reduction in STRs in historic areas; French Quarter largely purged of non-compliant listings by 2025.
- This preserved neighborhood stability and is hailed as a win for residents over corporate interests.

New York City, New York

NYC's near-total ban is one of the most high-profile successes.

Key Actions:

- Built on a 2010 state law banning rentals under 30 days in apartments unless the host is present.
- Local Law 18 (2023): Requires registration, host presence during stays, max 2 guests, effectively banning most whole home/un-hosted STRs.
- Effective September 2023; Airbnb listings dropped dramatically (from ~38,000 to ~6,800, many neighborhoods saw an 85-90% reduction).

What Won the Fight:

- Years of advocacy by housing groups and residents over housing shortages and neighborhood disruptions.
- Airbnb sued (claiming "de facto ban"), but courts dismissed their challenges in 2023.

Outcome:

- Massive drop in illegal STRs; while housing affordability issues persist, it shifted units back to long-term and boosted hotel use.
- Seen as a model for urban areas prioritizing residents.

Santa Monica, California

Santa Monica's rules amount to an effective ban on un-hosted whole-home STRs.

Key Actions:

- Mid-2015 Home Sharing Ordinance: Prohibits entire-home rentals under 30 days unless host lives on-site throughout the stay (hosted only).
- Wiped out ~80% of Airbnb listings initially, strict enforcement with business licenses, taxes, and penalties.

What Won the Fight:

- Advocacy over housing loss and neighborhood impacts.
- Survived challenges; city continues aggressive enforcement (e.g., 2026 lawsuit against serial violators for millions in penalties).
- Outcome: STR market drastically reduced; no widespread successful reversals.

Miami, Florida

Miami (and Miami Beach) has strict, zoning-based regulations on short-term rentals, with outright bans or heavy limits in many residential and historic areas to protect neighborhood character, housing availability, and prevent issues like nuisance or traffic congestion.

Key Actions:

- Regulations vary by municipality: In the City of Miami, STRs (rentals under 30 days) require specific permits and compliance with zoning.
- Single-family/duplex areas are ineligible for STR/lodging use, based on court rulings and code.
- Historic districts and many single-family zones have outright bans or additional requirements; other areas allow case-by-case or flexible approvals.
- Miami Beach prohibits vacation/STRs (less than 6 months +1 day) in all single-family homes and many multi-family residential buildings in certain zoning districts. Approved STRs need zoning authorization, a Business Tax Receipt, and Resort Tax account; illegal operations lead to evictions and fines.
- State-level requirements apply (e.g., Florida DBPR license, Department of Revenue registration for taxes), but local rules dominate enforcement.
- Enforcement includes requiring hosts to display permit numbers in listings, and platforms face pressure to remove non-compliant ads.

What Won the Fight:

- Strong local zoning authority, focused on preserving residential integrity, historic character, and quality of life in areas like Miami Beach's residential/historic zones.
- Advocacy from residents and officials emphasized preventing conversion of housing to transient use, reducing nuisances, and protecting against related crimes.
- Courts and city codes have upheld these limits (e.g., no broad challenges overturning zoning bans noted recently). Platforms must comply or risk de-listings.

Outcome:

- Significant restrictions in historic/residential neighborhoods; STRs are channeled to commercial/hotel-like zones or specific approved buildings, preserving housing stock and neighborhood stability.
- A balanced win for residents over unrestricted tourism-driven rentals.

COURT CASES BY CITY

Nantucket, Massachusetts – Ward v. Grape and Nantucket Zoning Board of Appeals (Massachusetts Land Court, decided June 2025)

- Longtime Silver Street resident Catherine Ward filed suit in 2022 against her neighbors (Peter and Linda Grape) and the Zoning Board of Appeals after the board approved their whole-house STRs in the Residential Old Historic district.
- Ward argued that the town's zoning bylaw does not permit rentals shorter than 31 days for primary dwellings in this historic zone, except for rooms inside an owner-occupied home, in order to preserve residential character and prevent tourism overload.
- Land Court Judge Michael Vhay ruled in Ward's favor, vacating the ZBA's approval and declaring that such short-term rentals of primary dwellings are not a lawful use under the current bylaw.
- The decision effectively banned non-owner-occupied whole-home STRs in the historic district and was celebrated by residents fighting to maintain the island's quiet, historic neighborhood fabric.
- The town initially appealed, but dropped the appeal in November 2025 after voters legalized STRs island-wide; the court victory still stood as a precedent for resident enforcement of zoning protections.

McCall, Idaho – STR Owners Lawsuit vs. City of McCall (Fourth Judicial District Court, decided July 2025)

- Five short-term rental owners sued the city in 2024, claiming its ordinance (with permits, occupancy caps, extra parking mandates, and large-event limits) was overly burdensome and violated property rights.
- The city defended the rules as reasonable measures to protect public health, safety, and residential neighborhood integrity against transient impacts from booming tourism.
- District Judge Jason Scott ruled overwhelmingly for the city, calling the regulations “rational” and a valid use of local police powers to safeguard the community.
- The court explicitly upheld occupancy limits, parking requirements, and event restrictions as necessary to preserve neighbors’ right to a quiet, safe living environment.
- Only one vague noise provision was struck; the near-total victory allowed McCall to keep enforcing strong STR controls that prioritize long-term residents over investor-driven short-term operations.

New Orleans, Louisiana – Hignell-Stark v. City of New Orleans (and related Airbnb/platform challenges, U.S. District Court for the Eastern District of Louisiana and Fifth Circuit Court of Appeals, key rulings in 2025)

- Residents, neighborhood groups, and city officials long advocated for strict short-term rental (STR) regulations to combat housing loss, noise, parties, and overtourism impacts in historic and residential areas, including near-total bans in the French Quarter and Historic Garden District.
- In ongoing litigation starting around 2019 (Hignell-Stark case), STR operators, homeowners, and platforms like Airbnb sued the city multiple times, challenging density caps, permit requirements, on-site operator rules, corporate ownership bans, and platform verification mandates as unconstitutional violations of property rights, equal protection, First Amendment, and Commerce Clause.
- In September 2025, U.S. District Judge Jay Zainey dismissed almost all claims in Airbnb’s lawsuit with prejudice, upholding the city’s broad authority to regulate STRs, stating there is no fundamental right to short-term renting and that rules rationally protect neighborhoods, preserve housing, and support resident quality of life.
- The Fifth Circuit Court of Appeals (October 2025 ruling on appeal) affirmed most of the ordinance, rejecting claims of a constitutional right to STRs and upholding core elements like separate owner/operator permits, advertising disclosures, and on-site presence requirements as valid for community protection.

- While the appeals court struck narrow provisions (e.g., corporate ownership ban and single-listing ad rule) on equal protection and First Amendment grounds, the overall victory reinforced the city's (and residents') ability to enforce strong limits, especially in historic/residential zones, prioritizing neighborhood stability over unrestricted investor or platform-driven rentals.

Park Township, Michigan – Allen v. Park Township (Ottawa County Circuit Court, Case No. 25-008303-AA, decided November 2025)

- Longtime residents and township officials had pushed for enforcement of a zoning ordinance banning short-term rentals (STRs) in all residentially zoned neighborhoods since at least 1974, citing hundreds of complaints about noise, traffic, and loss of family-friendly character from unchecked Airbnb-style operations.
- When STR owners (represented by the nonprofit Park Township Neighbors) sued, arguing that decades of non-enforcement and prior zoning statements made the ban invalid and that the township could not suddenly prohibit a long-tolerated use, the township defended the rule as a valid, longstanding residential zoning restriction never legally permitted in those districts.
- Ottawa County Circuit Court Judge Jon Hulsing ruled in favor of the township and its Zoning Board, holding that prior erroneous administrative statements were not legally binding and that STRs have never been a permitted use in residential zones under the 1974 ordinance.
- The decision dismissed the owners' challenge, affirmed the township's authority to enforce the ban immediately, and directed any remaining disputes to the Zoning Board of Appeals—directly protecting the quiet, family-oriented residential neighborhoods residents had fought to preserve.
- STR operators announced plans to appeal or file further suits, but the ruling stands as a major victory for the township and its residents, finally allowing enforcement of the decades-old prohibition after years of legal battles.

Fayetteville, Arkansas – Hause v. City of Fayetteville (Arkansas Supreme Court, Case No. CV-24-663, decided October 2025)

- Local residents and city leaders enacted a comprehensive STR ordinance with licensing requirements, density limits, and owner-occupancy-style rules to curb overtourism impacts and preserve housing for long-term residents amid growing complaints about neighborhood disruption.

- Out-of-state property owners (Stephen and Shelley Hause) sued the city, seeking a preliminary injunction to block the ordinance, claiming it violated property rights and was overly burdensome.
- In a 4-3 decision, the Arkansas Supreme Court upheld the lower court's denial of the injunction, ruling that the city had acted appropriately and that the ordinance could remain in full effect while the underlying lawsuit proceeds.
- The justices sided with the city's position that the regulations were reasonable exercises of local authority to protect residential stability, rejecting the operators' request to halt enforcement.
- The outcome was hailed by city officials and neighborhood groups as a clear win for residents, keeping strict STR controls in place and preventing the flood of short-term operations that had threatened Fayetteville's housing affordability and quality of life.

Simi Valley, California – Neighborhood Councils & Residents Advocate for Citywide STR Ban (Planning Commission, March 2026)

- The city had no prior STR ordinance, so ~100 listings operated legally (but unregulated) in residential zones until the issue surfaced in late 2024.
- All four official Neighborhood Councils reviewed the proposed regulatory ordinance and voted against it, with Councils 2, 3, and 4 formally recommending a complete ban to protect neighborhood character.
- Residents packed the March 2026 Planning Commission hearing; all 13 speakers plus six written comments opposed any regulation and demanded an outright ban, citing noise, parking chaos, safety risks from transient guests, and investor-driven loss of family housing.
- The Planning Commission voted 4-0 to reject the regulatory proposal and recommend a full citywide ban to the City Council, citing excessive enforcement costs versus minimal tax revenue.
- The recommendation is now pending before the full City Council, which is considering next steps including a possible community survey.

Long Beach, California – Block-by-Block Resident Petitions to Revoke Unhosted STR Permits (Ongoing since 2020 ordinance, with first success in 2024–2025)

- The city permits up to 800 unhosted whole-home STRs citywide, but built in a unique neighborhood veto: any census block can ban unhosted rentals if more than 50% of residents sign a petition.

- In the College Estates neighborhood, residents formed the Long Beach Safe Neighborhood Coalition, gathered the required signatures, and successfully banned unhosted STRs—the first such block in California—effectively revoking permits and removing those operations from the area.
- Nine additional neighborhood petitions are now circulating or filed, with residents door-knocking and organizing to target existing permitted listings due to commercialization, traffic, and quality-of-life impacts.
- The process works directly through the city's established petition-to-council framework, allowing targeted, resident-driven removal without needing a citywide vote or new legislation.

EUROPEAN CITIES MOVING TO LIMIT OR BAN

Many major tourist cities have imposed strict local rules, often stricter than in the U.S., focusing on primary residences, night caps, and historic/residential zones:

- **Amsterdam, Netherlands:** One of the strictest—primary residences limited to 30 nights/year (proposals to reduce to 15 in some zones), max 4 guests, mandatory permit (€73+), and notification for each rental. Whole-home non-resident rentals are heavily restricted or banned in residential areas to preserve livability.
- **Barcelona, Spain:** Highly interventionist—phasing out all ~10,000 tourist apartment licenses by November 2028 (no new ones since 2014 moratorium), with high fines (up to €600,000). Platforms fined €64 million in 2025 for unlicensed ads; focus on returning units to long-term housing amid rent increases.
- **Paris, France:** 120-night annual cap for primary residences (municipalities can reduce to 90 from 2025), registration required, change-of-use permit for secondary homes, fines up to €50,000. National "Loi Le Meur" (2024) strengthened tools for local enforcement.
- **Berlin, Germany:** De facto restrictions on entire-home rentals (permit required, burdensome process, 90-day limit for secondary homes in some cases), with efforts to return thousands of units to long-term market.
- **Florence, Italy:** Ban on new STR licenses in the historic city center (UNESCO site) since 2023, with Tuscany's tourism law upheld by courts.
- **Other examples:** Vienna (90-day cap + permission), Lisbon (containment zones with thresholds for tourist share), and proposals in Greece (e.g., Athens/Thessaloniki restrictions).

NO PUBLIC PURPOSE !

My name is Karen Schwartzman and I live at [REDACTED] in The Point neighborhood. I'm here to offer my thoughts on the lack of public purpose in the amendment to allow Short Term Rentals in the residential heart of The Point.

From the replies received to so many of the letters that have been written to you on this topic – I understand that your overarching objective is to promote equity and fairness.

First, some context:

Some may not realize that neighborhoods like Islands of Beaufort, Ribaut Island, Cottage Farm, City Walk and Battery Point – are free of Short-Term Rentals by virtue of their Homeowners' Association By-Laws – which prohibit them entirely.

So, knowing that, it appears you are trying to create equity for everyone OTHER than those homeowners who are ALREADY protected against the adverse impacts of Short-Term Rentals – by promulgating a law for The Point that says - - -

“What’s bad for everyone else should be bad for you too.”

Is that the public purpose behind this amendment?

This amendment HAS no public purpose.

Property restrictions are among the most powerful tools local governments have. They shape where families live, where businesses can operate, and what kind of communities we create and promote.

But these restrictions are not one-size-fits-all — and deliberately so. Local governments set rules by district precisely because different neighborhoods have different needs and different pressures. What works in one context can cause real harm in another. Good law respects those distinctions.

The power to allow or restrict property use carries responsibility. It's supposed to be exercised for the benefit of the public, not for the private gain of a few. This amendment fails that test.

Ask yourselves: Who benefits from this?

- Not neighbors – they bear the costs of increased traffic, noise, parking congestion, trash accumulation, public safety risk, and instability. You have acknowledged as much.
- Not hoteliers in Beaufort – who compete with AirBNB's and VRBO's for customers and who pay the price in their reduced occupancy rates.
- Not Beaufortonians seeking affordable housing – short term rentals reduce housing supply and drive rents up.
- And Not other neighborhoods – which gain absolutely NOTHING by virtue of having Short-Term Rentals in The Point.

The sole beneficiaries of this misguided Amendment would be a small number of investors who would be able to purchase houses in an historic neighborhood and convert them to Short Term rentals.

Courts have long held that laws must have a rational connection to a legitimate public interest – health, safety, welfare, or the general good of the community.

A measure that transfers benefit from the public to private individuals turns that principle on its head.

I urge the Council to reject this amendment.

Karen Schwartzman



Good evening distinguished members of the Beaufort City Council. My name is Alexandra Hendrickson. I live at [REDACTED] in The Point. I have owned my house since 2011, for 15 years. I am here with many of my neighbors. Our houses are in the south end of the Point, closest to Bay Street. Our greatest concern about Short Term Rentals in the Point are the adverse consequences to **tourism and neighborhood safety** from additional PARKING congestion in our neighborhood.

STRs increase

because they

1. **Parking Congestion Increase**: ~~Short Term Rentals~~ will bring more people and more cars into the historic Point District. Streets in our neighborhood are narrow, and many residents have to park on the street because they do not have private parking. Because of this, a two-way street often becomes an awkward one way street. Often now I have to stop and pull over to let oncoming traffic through, particularly construction and delivery trucks. Furthermore, in our area, retail and restaurant workers as well as downtown shoppers park their cars along The Point's narrow streets because they have no free parking downtown. Short Term Rentals will worsen these parking issues with more cars, RVs and trailers crowding into our neighborhood for overnight stays.

STRs

2. **Impedes Historic Appreciation**: The golf carts, horse and buggies and mini vans that show off our beautiful neighborhood to visitors, will be compelled to maneuver around more parked car obstructions which will slow them

down and risk spoiling the sight-seers' appreciation of Beaufort's historic treasures.

3. ^{Short Term Rentals} ~~Creates~~ **A Pedestrian Hazard**: There are few sidewalks in The Point, so tourists who stroll our neighborhood on foot have to compete for street space with cars. If our visitors have to expend energy dodging even more car traffic and parked cars, this will be an additional deterrent to any interested visitors to the charming and famous Point.
4. ^{STRs} ~~Blocks~~ **Emergency Vehicles**: ~~Finally,~~ Emergency rescue vehicles and ambulances which are already challenged to weave through our narrow streets may be blocked from preventing fires and other disasters that could destroy our historic neighborhood.

For these reasons, we would like to request that the current code remain the way it is and that Short Term Rentals not be allowed.

Thanks very much.

EXECUTIVE SUMMARY: PROTECTING THE POINT

The Economic Case Against Short-Term Rental (STR) Expansion in Beaufort's Historic Core

I. THE ECONOMIC ENGINE: BEAUFORT'S \$1.5 BILLION ASSET

The Point is not merely a residential neighborhood; it is the primary engine of Beaufort's **\$1.5 billion annual tourism economy**. As the centerpiece of the National Historic Landmark District, it drives the "heritage tourism" that attracts **nearly 2 million visitors** to our city and surrounding islands each year. [1, 2, 3, 4]

- **The Value of Authenticity:** Visitors do not come to Beaufort for a generic lodging district; they come for a *living* historic neighborhood. This authenticity is why Beaufort is consistently named a Top Small Town in the South.
- **The Tourism Paradox:** Expanding STRs in The Point trades Beaufort's most valuable long-term asset—its authentic residential character—for short-term, concentrated private gain.
- **The Risk:** When a neighborhood becomes a de facto hotel zone, it loses the "soul" that creates its market value. **Tourism declines when authenticity is lost.** [3]

II. MARKET DISTORTION & HOUSING INSTABILITY

Data shows that STR growth is currently outstripping the city's capacity to house its own residents and workforce.

The Reality of the Numbers:

- **Rapid Growth:** Beaufort has seen a **42% increase** in STR units in just three years (175 → 249).
- **Revenue Gap:** Average STR revenue (~\$40,500/year) is **double** that of average long-term rent (~\$20,000/year).
- **Supply Crisis:** There are currently **~250–280 active STRs** in Beaufort, while fewer than **100 long-term rentals** are available.
- **Inventory Imbalance:** STRs now outnumber long-term rentals by a **3-to-1 margin**.

Economic Impact on the Workforce & Defense:

With **41% of Beaufort households** being renters, the conversion of housing into lodging displaces the teachers, healthcare workers, and service staff essential to a functioning economy. Furthermore, a lack of affordable housing for **Department of Defense (DOD)** personnel poses a direct risk to future **BRAC decisions**, potentially jeopardizing **\$2.5 billion in annual revenue** tied to our military installations. [3, 5]

III. REGIONAL CASE STUDIES: LESSONS FROM PEER CITIES

Other historic Southern cities have already faced the "STR Crisis." Their experiences serve as a roadmap for Beaufort:

Charleston, SC: Faced intense STR growth in historic districts. The city implemented **strict caps and zoning restrictions** specifically to protect livability and housing availability.



- 📌 *Key takeaway: Even a global tourism powerhouse must limit STRs in residential areas to survive.*

Savannah, GA: Unchecked expansion led to rapid investor purchasing, causing housing pressure and neighborhood disruption. The city eventually imposed **caps and permit freezes** in key areas.



- 📌 *Key takeaway: Growth triggered regulation after negative impacts appeared; proactive protection is more effective.*

Asheville, NC: Early STR growth significantly reduced long-term rentals. The city had to implement strict owner-occupancy requirements.



- 📌 *Key takeaway: Loss of workforce housing forced an emergency policy reversal.*

New Orleans, LA: STR proliferation "hollowed out" historic neighborhoods. Strong regulations were enacted only after severe economic and social disruption.



- 📌 *Key takeaway: Overexpansion damages both community fabric and tourism sustainability. [8]*

IV. INFRASTRUCTURE & EXISTING LODGING CAPACITY

Expansion of STRs in The Point is unnecessary given the current capacity of Beaufort's professional lodging industry:

- **Underutilized Hotel Capacity:** Current hotel occupancy rates are approximately **70%**. There is ample room in existing commercial lodging to accommodate growth without cannibalizing residential housing.
 - **Infrastructure Strain:** Unlike hotels, STR clusters increase the burden on residential street parking and emergency services without providing the centralized infrastructure of a commercial district.
 - **Revenue at Stake:** Tourism and hospitality taxes (A-Tax and H-Tax) are the **third largest revenue source** for the City of Beaufort, supporting Police, Marina operations, and Waterfront Park. We must ensure this revenue comes from sustainable growth, not neighborhood depletion.
-

V. FINAL POLICY RECOMMENDATION

To protect Beaufort's economic future, the city must maintain the residential integrity of its most historic assets. We recommend:

1. **Maintain Strict STR Prohibitions in The Point:** Preserve the neighborhood's status as a residential zone to protect the very "brand" that drives our \$1.5 billion industry.
2. **Prioritize Long-Term Housing:** Shift policy focus toward increasing housing for the local workforce and military personnel to avoid economic displacement.
3. **Density Limits:** Prevent the "clustering" of transient units that erodes community continuity and historic authenticity.

Protect the neighborhood. Protect the economy.

Prepared by: Jeffrey Hamrick

Contact us: [REDACTED]

Date: March 2026

Sources & Citations:

- *City of Beaufort Annual Economic Data (Visit Beaufort & OpenGov).*
- *South Carolina Department of Parks, Recreation & Tourism (SCPRT) Impact Reports.*
- *The Trust for Public Land: Economic Benefits of Parks & Conserved Open Space in Beaufort County.*
- *U.S. Department of Defense Economic Impact Analysis (Beaufort Regional Base Activity).* [3, 5, 7, 9, 10]

[1] <https://www.beaufortsc.org>

[2] <https://explorebeaufortsc.com>

[3] <https://stories.opengov.com>

[4] <https://www.beaufort.com>

[5] <https://www.tpl.org>

[6] <https://www.congress.gov>

[7] <https://www.scstatehouse.gov>

[8] <https://abcnews4.com>

[9] <https://www.beaufortsc.org>

[10] <https://www.wthi.com>

CONWAY IVY COMENTS CITY COUNCIL WORKSHOP MARCH 24, 2026

I WANT TO THANK THE COUNCIL FOR INCLUDING THE ISSUE OF SHORT-TERM RENTALS IN TODAY'S AGENDA.

INTERESTINGLY. IN THE MARCH 10th CITY COUNCIL MEETING DISCUSSION CONCERNING THE PROPOSED ORDINANCE, I DID NOT SEE ONE ARGUMENT ADVANCED FOR THE BENEFITS OF SHORT-TERM RENTALS.

INDEED, ALL THE DISCUSSION WAS ON HOW THEY MIGHT BE LIMITED TO REDUCE ADVERSE EFFECTS ON NEIGHBORHOODS, FOR EXAMPLE CLUSTERING.

THE ISSUE OF THE POINT'S EXEMPTION FROM SHORT TERM RENTALS CAME OUT OF THE BLUE WHEN MR. SCALLATE PROPOSED AN AMENDMENT TO STRIKE PARAGRAPH 4 WHICH RECOGNIZED THE POINT'S LONG TERM EXEMPTION.

THIS EXEMPTION HAS BEEN IN PLACE SINCE OR BEFORE 2018 WITHOUT COMPLAINT.

STRIKING THIS PROVISION FROM THE ORDINANCE WAS NOT PART OF THE DISCUSSIONS LEADING TO THE PROPOSED ORDINANCE NOW BEFORE COUNCIL.

IT IS THEREFORE NOT A CRITICAL ELEMENT TO THE CURRENT PROPOSAL'S PASSAGE OR IMPLEMENTATION.

SO, I CAN BETTER UNDERSTAND COUNCILS CURRENT POSITION ON THE REMOVAL OF THIS EXEMPTION,

WHAT HAS CAUSED THE URGENCY, AND I STRESS URGENCY, TO REMOVE THE POINT SHORT TERM RENTAL EXEMPTION?

I REQUEST THAT EACH MEMBER OF COUNCIL ANSWER THIS QUESTION INDIVIDUALLY, STARTING WITH MR..SCALLATE.

ANSWERS

IF EQUITY AND QUOTE "SPECIAL PRIVILEGE" ARE THE REASONS, WHY NOT ALLOW OTHER NEIGHBORHOODS TO REQUEST EXEMPTIONS?

THIS WOULD BE TRUE EQUITY.

SHOULD OTHER NEIGHBORHOODS OPT OUT OF SHORT-TERM RENTALS, APPROPRIATE PROVISIONS CAN BE MADE FOR EXISTING SHORT TERM RENTALS.

INDEED, MR. MITCHELL SAID IN THE MARCH 10 COUNCIL MEETING THAT THE PAIN OF THESE SHORT-TERM RENTALS DO NOT JUST REST WITH THE RESIDENTS OF THE POINT, BUT ALSO WITH OTHER NEIGHBORHOODS AS WELL SUCH AS THE NORTHWEST QUADRANT

SOCIAL CAPITAL IS A TERM USED TO DESCRIBE THOSE ASSETS OF A COMMUNITY THAT ARE HARD TO MEASURE BUT VITAL FOR ITS HEALTH AND RESILIENCE.

EXAMPLES ARE RELATIONSHIPS AMONG NEIGHBORS AND THE VOLUNTARY CONTRIBUTIONS MADE BY INDIVIDUALS TO THE BETTERMENT OF THEIR COMMUNITY.

I DO NOT THINK THE IMPACT ON SOCIAL CAPITAL HAS BEEN GIVEN ADEQUATE CONSIDERATION IN FORMULATING THE PROPOSED ORDINANCE

AT A MINIMUM COUNCIL SHOULD WITHDRAW ITS AMENDMENT TO ELIMINATE THE SHORT-TERM RENTAL EXEMPTION OF THE POINT.

COUNCIL SHOULD PROPOSE ALLOWING OTHER NEIGHBORHOODS TO EXEMPT THEMSELVES AS WELL.

AND MOST IMPORTANTLY, COUNCIL SHOULD ADEQUATELY EVALUATE THE POTENTIAL ADVERSE IMPACTS ON SOCIAL CAPITAL.

THE URGENCY OF THIS ISSUE BEFORE US NOT TO PASS THE PROPOSED ORDINANCE.

IT IS TO ALLOW MORE TIME TO CAREFULLY CONSIDER ALL OUR RESIDENTS' VIEWPOINT BEFORE ALLOWING FOR FUNDAMENTAL CHANGES IN OUR COMMUNITY THAT WE ALL LOVE. THANK YOU.

BY HAND & VIA EMAIL

March 24, 2026

**Beaufort City Council
1911 Boundary Street
Beaufort, SC 29902**

Attention:

**Mayor Phil Cromer
Mayor Pro Tem Mike McFee
City Councilman Neil Lipsitz
City Councilman Mitch Mitchell
City Councilman Josh Scallate**

March 24, 2026

Dear Mayor Cromer, Mayor Pro Tem McFee, and Councilmen Lipsitz, Mitchell and Scallate,

My husband, Harry F. ("Rick") Kurz, and I own [REDACTED] and [REDACTED] in *The Point*, which are abutting properties. 314 Laurens Street is our primary residence. [REDACTED] is a rental property which, in compliance with the zoning regulations in effect at the time of our purchase in 2017, has always been rented for a minimum of 30 days.

We write to express our surprise at, and respectful but firm opposition to, the motion made at the March 10th hearing to remove the existing zoning exemption on short-term rentals ("STRs") in *The Point* historic district.

The motion was advanced by Councilman Josh Scallate, supported by Councilmen Michael McFee and Mitch Mitchell, and passed by a 3–2 vote. Notably, it was never raised in any of the prior public hearings on short-term rentals, was made without advance public notice, and appears to violate the established due process requirements applicable to zoning changes. For these reasons, it is our understanding that this matter does not qualify for — and cannot properly be incorporated into — the "second hearing" scheduled for April 14, 2026. We understand this procedural deficiency has now been acknowledged and will be remedied before any further action is taken on this motion by the Council.

As you know, *The Point* neighborhood is a designated National Historic Landmark District ("NHLD") and is among the most picturesque, historically and culturally significant areas in the City of Beaufort. It's a defining feature of the City and a priceless community resource — the site of daily and constant carriage, walking and vehicular tour activity that draw visitors from across the region and the country. To illustrate the vitality this neighborhood generates on any given day, a video taken on March 22nd captured a large walking tour (23 people plus the guide) at the intersection of Pinckney and King Streets, near the *Green*, and is attached to the electronic version of this letter.

Any policy decisions affecting *The Point* must be approached with great care and respect for its unique character. We're deeply concerned that the proposed removal of the exemption on STRs in *The Point* has no basis in public policy, ignores community concerns and well-established practices in other municipalities. If implemented, it risks undermining the historic integrity,

livability and long-term stability of the neighborhood, with impacts that would be significant and irreversible.

In addition to being a homeowner and full-time resident of *The Point*, I am the principal, founder, and Broker-in-Charge of *Mansions & Manors*[®], a real estate firm licensed in both Rhode Island and South Carolina. I have practiced as a Realtor for approximately 40 years, with a specialization in the coastal, resort communities of Newport and Jamestown, Rhode Island — markets that bear numerous and well-documented parallels to Beaufort. That breadth of experience has given me a high degree of familiarity with short-term rental issues and with how other communities have effectively and equitably addressed them. It is from that vantage point, as well as being an owner/neighbor and long-term stakeholder, that the following observations are made:

I. Communities Have Broad Authority to Regulate STRs Without Eliminating Longstanding Exemptions

The arguments advanced by Councilmen Scallate, Mitchell, and McFee rest on a false premise: that stripping *The Point* of its longstanding exemption is the only meaningful way to address concerns about short-term rentals citywide. That is simply not the case.

Presently, it appears the City is just considering capping the percentage of lots in a given neighborhood that may operate as STRs at 6%; establishing a 300 ft. separation requirement between STR properties to prevent clustering; and creating a formal waitlist for new licenses, with no automatic rollover or grandfathering upon sale. This would also serve as a tool to ensure attrition and the reduction of STRs exceeding the 6% rule over time.

Municipal governments across the country have demonstrated that STRs can be regulated effectively through a broader range of targeted tools, including:

- Prohibiting STRs entirely in residential zones where appropriate (Newport, RI did this in 2022);
- Limiting them in transitional or mixed-use zones through special use permits;
- Permitting them in commercial zones such as Carteret Street;
- Restricting STR licenses to owner-occupied properties only;
- Requiring dedicated off-street parking as a condition of licensure;
- Limiting the number of unrelated occupants per STR unit;

At their core, STRs convert residential use to commercial use — an impact recognized as part of the discussion on STRs in other communities. The appropriate response to that challenge is not to eliminate a neighborhood exemption that has been in place and relied upon by property owners, but rather to craft a regulatory structure that addresses legitimate concerns while respecting both property rights and established community character.

The record reflects that some 500 municipalities nationwide have recently revisited and updated their STR ordinances, including major South Carolina tourist destinations such as Charleston, Myrtle Beach, Hilton Head Island, and Folly Beach. Each of these communities found ways to balance the interests of residents, property owners, and the broader public without simply eliminating the rights of owners who made long-term decisions about their residences in good-faith reliance on existing regulations.

II. The Motion Raises Questions of Equity

The suggestion by Councilmen at the March 10th meeting that preserving *The Point's* exemption represents a special privilege; and, in particular, Councilman Mitchell's suggestion that it implies some degree of favoritism warrants a direct response. With respect, Councilman Mitchell himself resides in a double-gated community whose HOA covenants and deed restrictions effectively preclude short-term rentals — not by municipal ordinance, but by private contractual arrangement.

That distinction does not diminish the protection he enjoys; it is a clear demonstration that tools for managing STRs are varied, and that different neighborhoods are appropriately governed by different mechanisms. If Councilman Mitchell and his colleagues feel that the real burden of unregulated STR activity falls disproportionately on the northwest quadrant and comparable neighborhoods that lack either HOA protections or a historic district designation then a future, equitable STR policy should be focused there, not on eliminating longstanding exemptions in a well-defined historic area.

Further, Councilman Scallate's recommendation that properties with both a primary residence and an ADU, e.g. a carriage house, garage apartment, pool house, etc., be allowed to have both a long-term rental and a STR is ignores existing neighborhood concerns and suggests – whether correct or incorrect - a bias towards investors over owners and residents.

It's important to note the Council's position suggesting 'special privileges' or 'favoritism' contradicts its own actions in other zoning matters presently under consideration. More specifically, in its proposal to create a downtown social district, the Council has identified a very discrete subset of streets/businesses to be the beneficiary of the proposed district. This specifically excludes businesses in other locations that would/could also benefit. Interestingly, Councilman Scallate appears to be a vocal advocate of the social district so is inherently advocating a zoning policy that arguably shows 'favoritism' and provides those businesses with 'special privileges'. The Council can't "have it both ways".

Although I'm not aware of any potential conflicts of interest, it's important to note that there should be full transparency on the part of any Council member regarding any potential conflicts of interest (direct or indirect) when voting on land use matters that directly affect specific neighborhoods and property values.

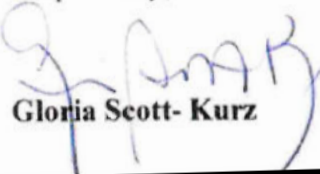
III. The 2025 Planning Recommendations Provide a Sound and Balanced Framework

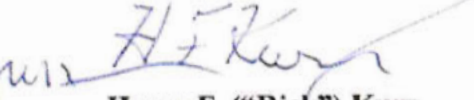
The City's own 2025 Planning recommendations offer a thoughtful framework that deserves serious consideration and should serve as the foundation for any revised ordinance. Those recommendations include: prohibiting new non-owner-occupied STRs; imposing a 300-foot separation requirement between new STR licenses to prevent clustering; establishing a formal waitlist with no automatic rollover; grandfathering existing licenses for current owners (with the license lapsing upon sale or revocation); limiting each parcel to one STR; and restricting pool and ADU use to owner-occupied STR properties. These are reasonable, targeted measures that address the legitimate concerns driving this debate — without arbitrarily eliminating the exemption that has defined and protected *The Point* for years.


The Point should remain exempt from STR restrictions, consistent with its status as a National Historic Landmark District and consistent with the reasonable, good-faith investment expectations of its property owners. The neighborhood's historic designation, its daily role as a cultural and tourism asset for the entire City of Beaufort, and the longstanding reliance of its residents on the existing regulatory framework all argue strongly for preserving that exemption.

As a result of the above, we urge the Council to reject any current or future proposal to eliminate *The Point's* existing STR exemption; and to channel its regulatory energy toward adoption of a fair, well-structured, STR ordinance modeled on the 2025 Planning recommendations and the best practices adopted by comparable South Carolina and other similar communities nationwide.

Respectfully,


Gloria Scott-Kurz


Harry F. ("Rick") Kurz


The Point,
Beaufort, SC 29902



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/12/2026
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 - Second Reading
Meeting Date: April 14, 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 second 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.

First Reading was held on March 10, 2026, with a motion that, upon second reading, specific language be included in the purchase agreement — or as an exhibit to it—detailing the designated use of funds totaling one million dollars in excess of the \$40,000 per acre purchase

price for the property. To satisfy this motion, a separate agreement between the City of Beaufort and the Beaufort County Economic Development Corporation is presented for consideration as an exhibit to a Resolution in a separate agenda item under New Business in tonight's meeting.

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 (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 (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 (1/2) of any escrow fees charged by the Escrow Agent or Title Company; and (y) one-half (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.



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) 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) 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 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: \$ _____.

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): _____

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 Licensor elects, by written notice to Licensee, to retain them.

Licensee shall keep and maintain the Borrower Pit Area Borrower 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 Borrower Pit Area. Any equipment, tools, and property of Licensee not removed prior to the expiration or earlier termination of this Agreement shall, at Licensor's election, be deemed abandoned and the property of the Licensor without any compensation to Licensee. Except as otherwise expressly set forth herein, neither Licensor 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 Licensee's Borrow Pit Work on the Property. Upon reasonable request by Licensor, Licensee shall provide Licensor written evidence of Licensee's compliance with the requirements set forth in this subparagraph.

6. Waiver; Licensee's Property; Insurance. Licensee hereby waives and releases all claims, liabilities and causes of action against Licensor 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 Licensor, its agents or employees. Licensor and Licensee agree that Licensee's property in, upon or about the Borrow Pit Area is there at Licensee's sole risk. Licensor 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 Licensor, its agents or employees. Licensee shall, at Licensee's 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 Licensor 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. Licensor shall be included as an additional insured under all such policies required to be maintained by Licensee. Licensee shall deliver to Licensor 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 Licensor. Licensee shall, at least ten (10) days prior to expiration of each policy, furnish Licensor 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 Licensor 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, contaminates, 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 Licensor, 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 Licensor 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 invites 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:

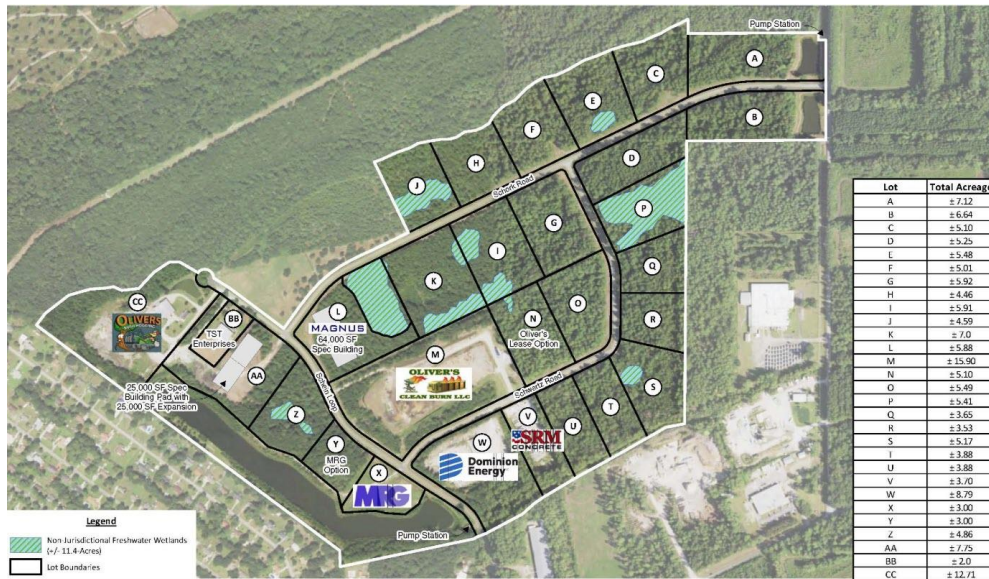
- Provide **locally available fill materials** for development in the Commerce Park.
- Reduce the cost and logistics associated with hauling fill from distant sources.
- Support **economic development projects** in the area.



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

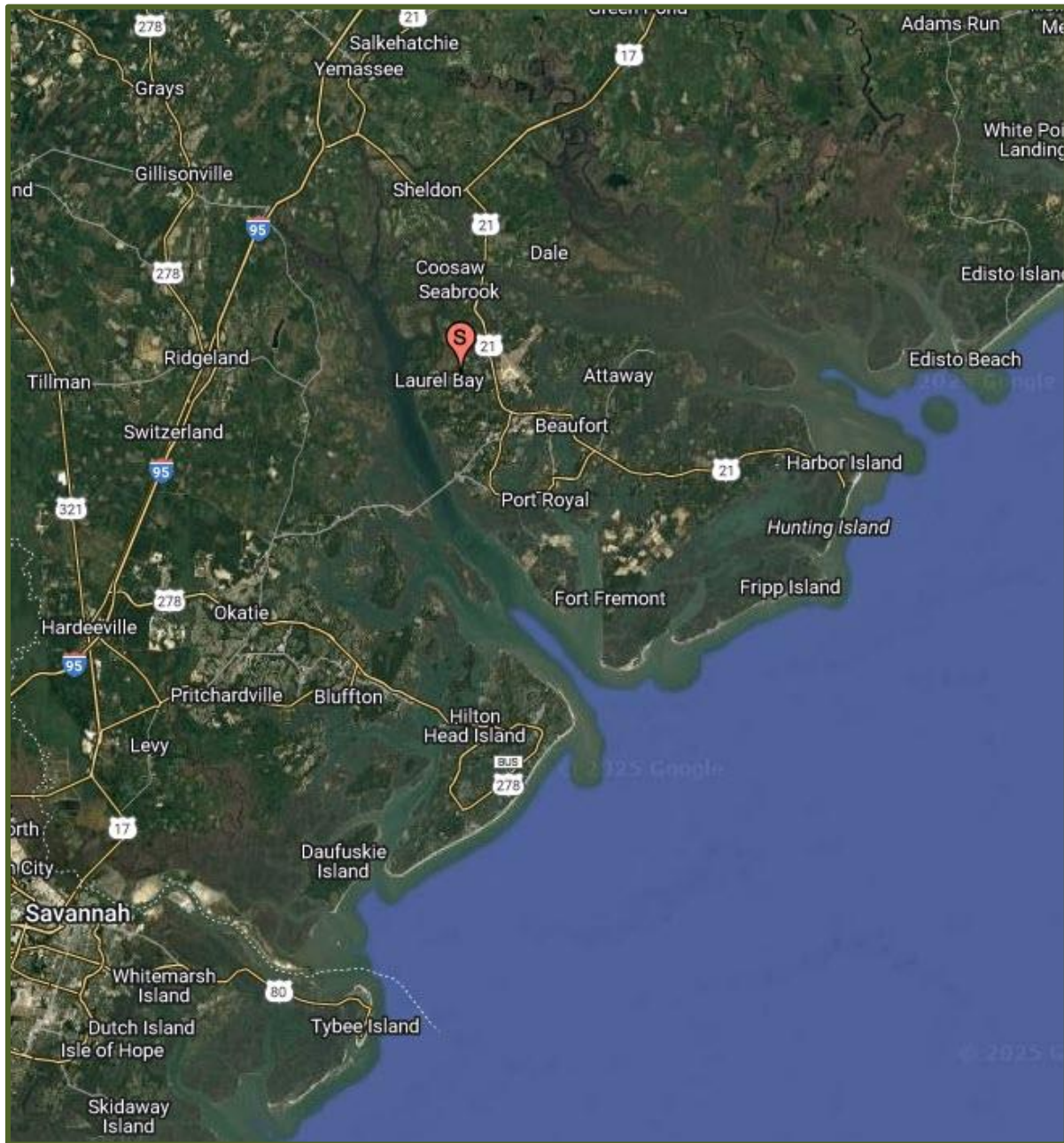


FRONT VIEW





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

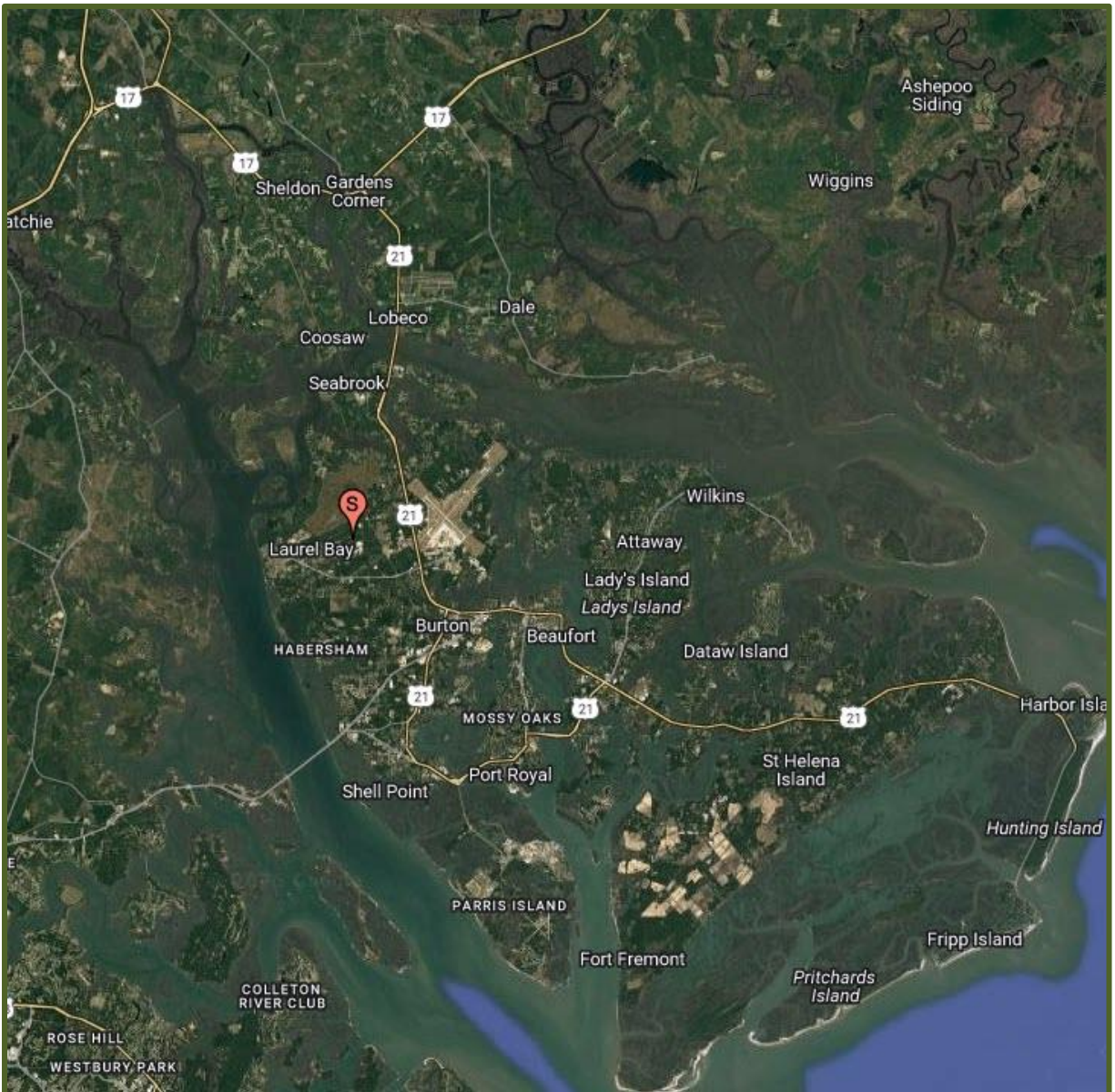
We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and 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.

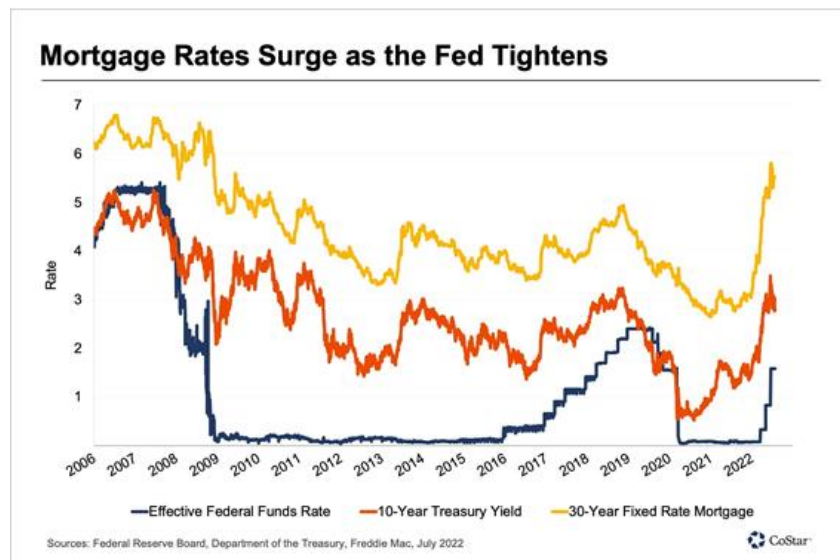
One of the primary issues that warranted monitoring in the local commercial real estate market was the number of businesses that were forced to close permanently as a result of the pandemic and the economic shutdown. The decrease in business activity and income made it difficult for many businesses to 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.

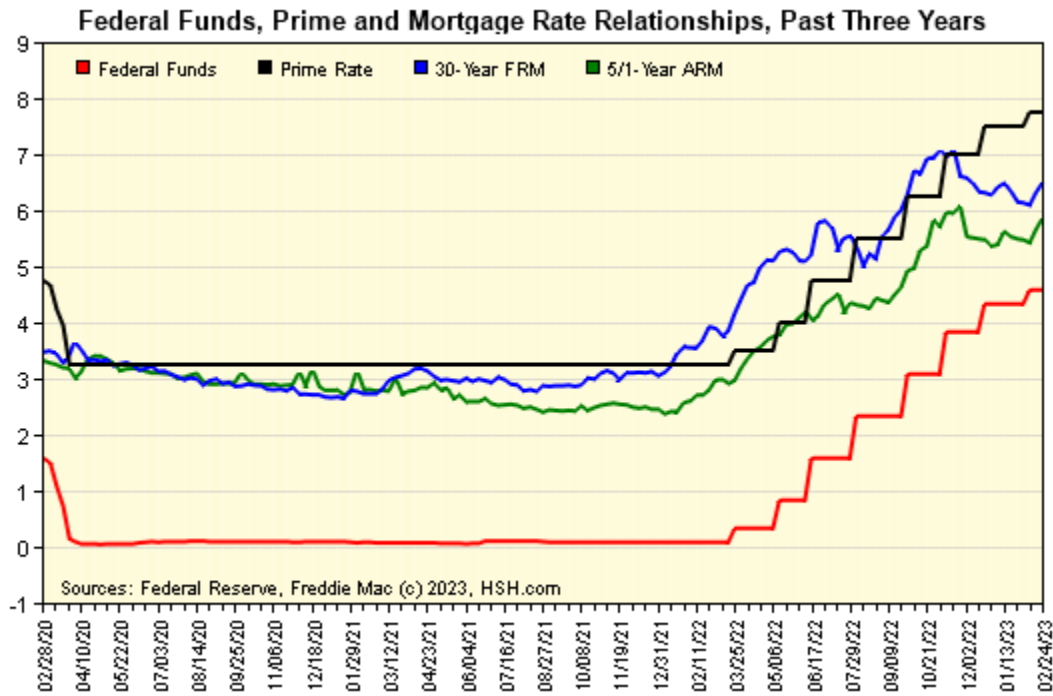


There has been significant market activity over the last year including new retail tenants signing leases which is a very positive sign for the market.

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.



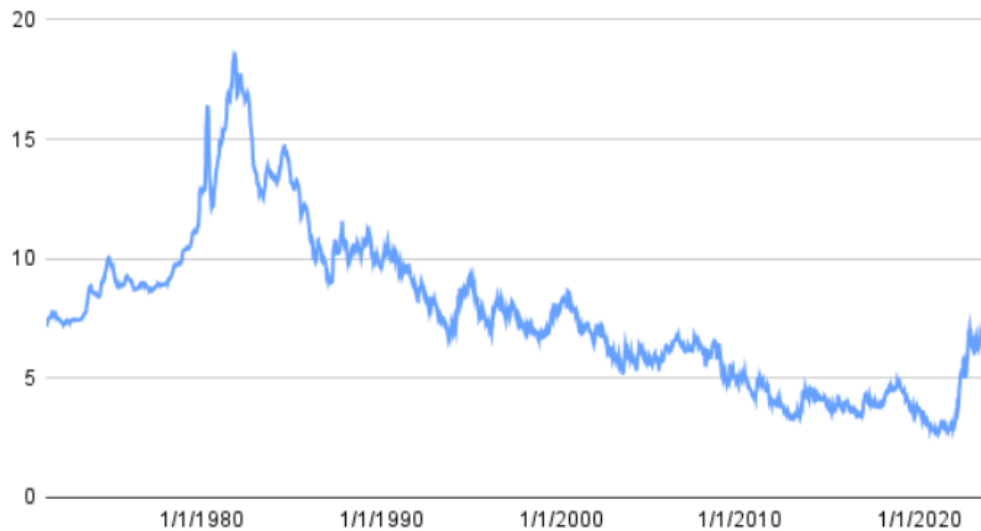


Based on our interviews with local bankers, rates increased during Q4 2022, but have gradually decreased over the last few months. Even at current rates, they are still historically low. The charts below show the more recent trends of 30-year mortgage rates as well as the historical rate trend.





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)

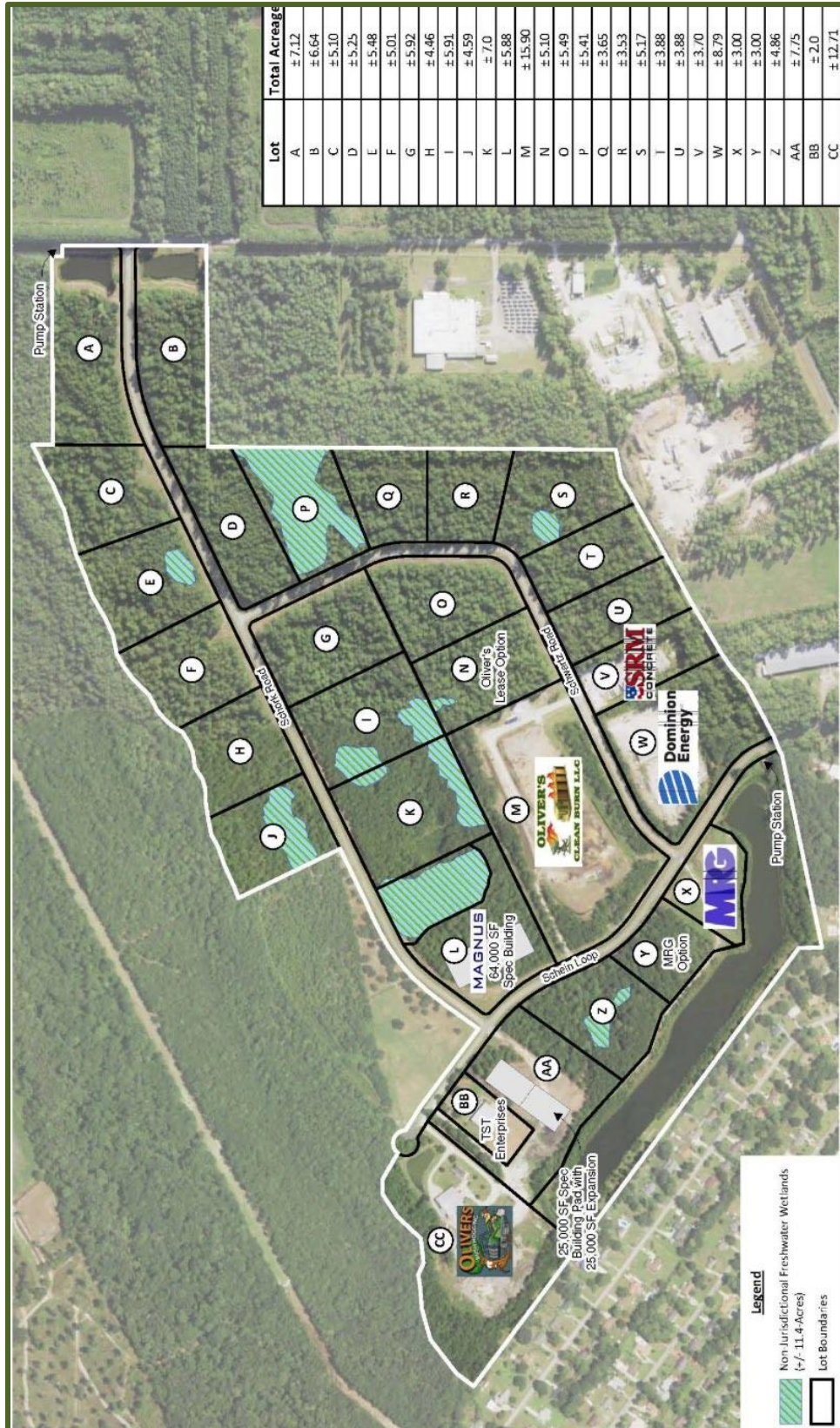
Flood zone information was acquired from the FEMA website. Final determination of flood zone and elevation of the properties should be determined in a survey.

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.

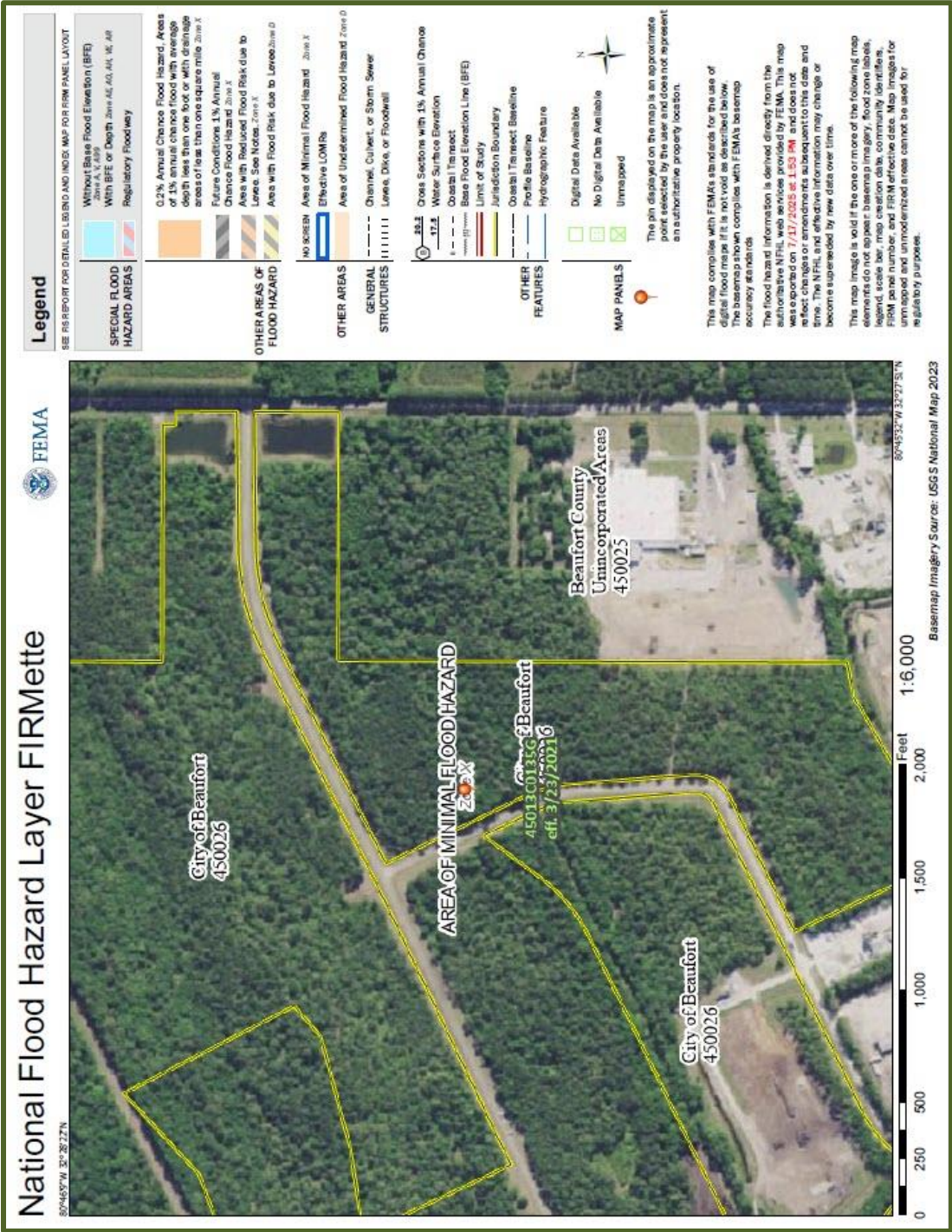


CONCEPTUAL LOT PLAN





FLOOD MAP



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



Beaufort Commerce Park

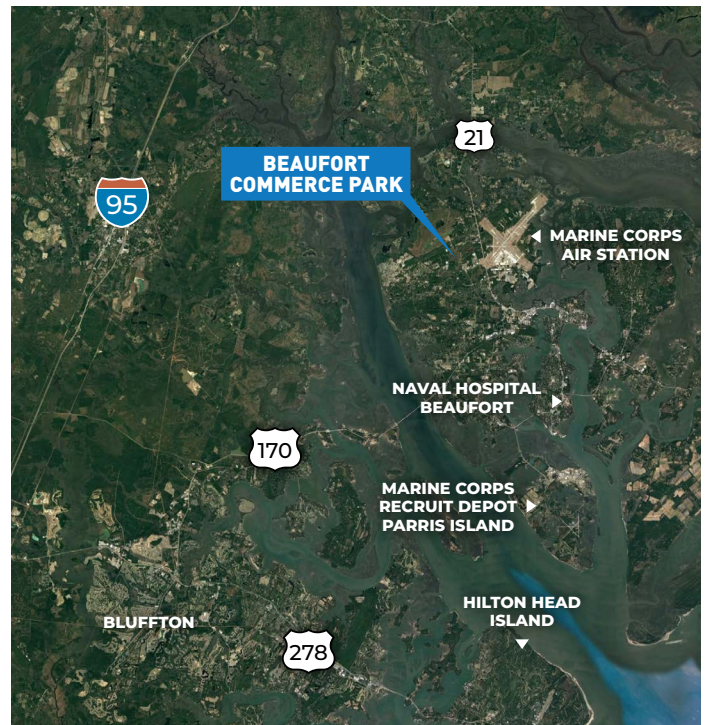


199-acre industrial development just 2 miles from the Marine Corps Air Station in Beaufort, SC

- ▶ 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

0 200 400 800 Feet

OCTOBER 20, 2021

**MASTER CONCEPTUAL PLAN
FOR THE BEAUFORT COMMERCE PARK
BEAUFORT, SOUTH CAROLINA**





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

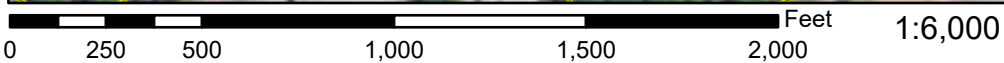
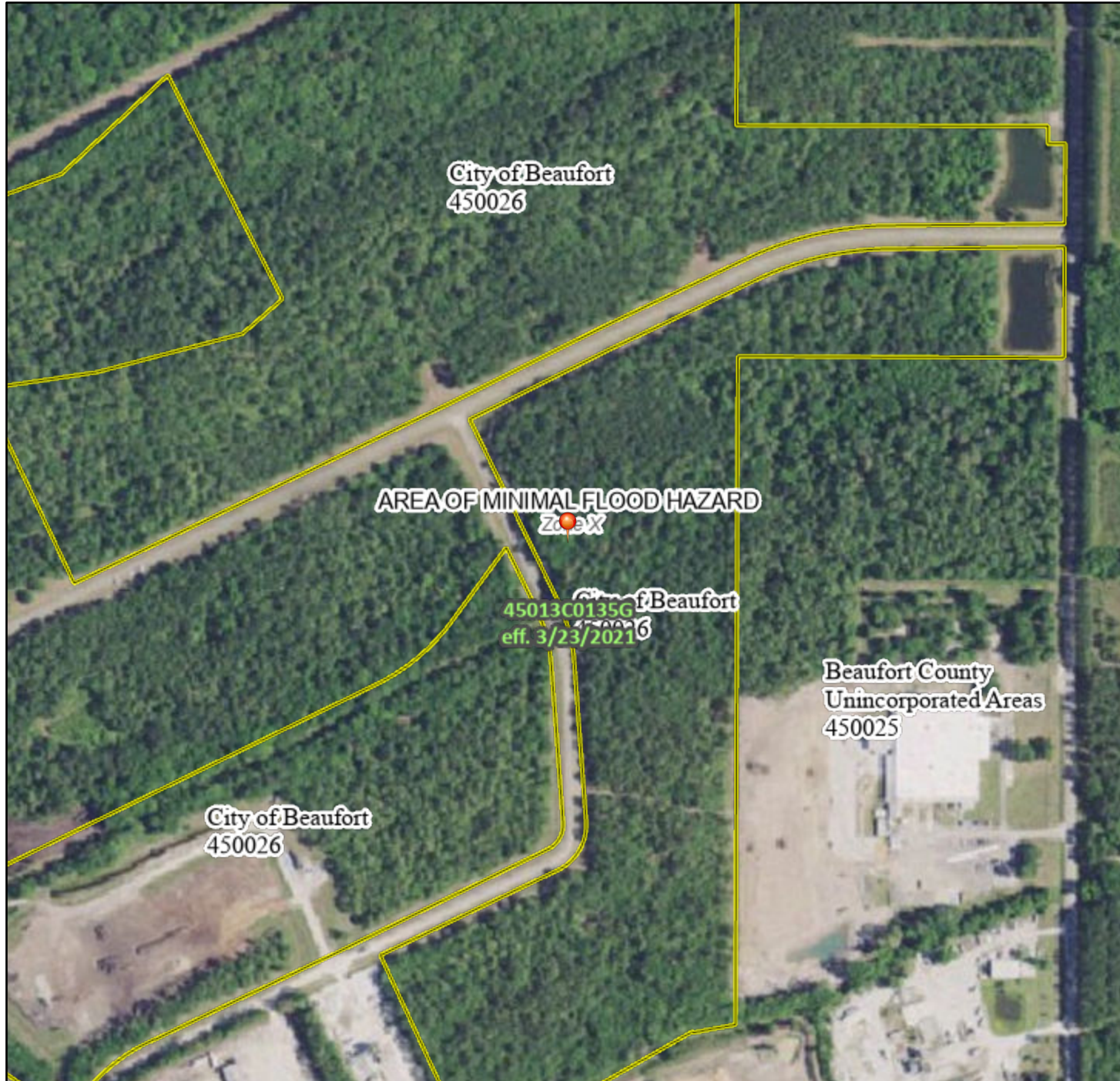
/BeaufortSCEDC



National Flood Hazard Layer FIRMMette



80°46'9"W 32°28'22"N



80°45'32"W 32°27'51"N

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
		Hydrographic Feature
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:** 03/12/2026
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 - Second Reading
Meeting Date: April 14, 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 March 10, 2026. The following amendments were made:

Sec 9 - 1008 (a) (1) - Any sound made that exceeds 75 decibels when measured from the property line

(2) - Amplified music that exceeds 75 decibels when measured from the property line

(b) (3) - added city contracted services and changed the hours to 8:00 am and 9:00 pm

(8) - added Amplified Music which exceeds 75 decibels, and removed 60db but does not exceed 70db

Placed on Agenda For:

Action

Attachments:

- 1. 2026-02 Loud and Unseemly Noise Ordinance
- 2. Noise Ordinance Clean Version 3-17-26
- 3. Noise Ordinance Edited 03-17-26 after first reading

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 that exceeds 75 decibels when measured from the property line;
 - (2) Amplified music that exceeds 75 decibels when measured from the property line;
 - (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, on public or private premises and city contracted services, when operated between the hours of 8:00 am and 9:00 pm.
 - (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 75 decibels 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) Any sound made that exceeds 75 decibels when measured from the property line. ~~which is plainly audible fifty (50) feet from its source;~~
- (2) Amplified music that exceeds 75 decibels when measured from the property line. ~~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, on public or private premises and **city contracted services**, when operated between the hours of **8:00 am and 9:00 pm** ~~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 **75 decibels** ~~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.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/12/2026
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 - Second Reading
Meeting Date: April 14, 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:

First Reading was held on March 10, 2026 with no changes.

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

1911 BOUNDARY STREET
BEAUFORT, SC 29902
(843) 525-7011
FAX (843) 986-5606

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.



CITY OF BEAUFORT
Community Development Department

SCOTT MARSHALL
City Manager

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CURT FREESE
Community Development
Director

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 Copping.

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:** 03/12/2026
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 - Second Reading
Meeting Date: April 14, 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.

Several amendments to the ordinance were approved at first reading on March 10, 2026 and are reflected in the attached exhibits to the ordinance.

E. Amendments at First Reading

Staff has included a redline version of amendments approved at first reading. These include the following:

- 1) Removal of the Point Exemption.
- 2) Removal of not tallying or counting existing grandfathered STR's against the cap.
- 3) Removal of the Investor ADU restriction (in a previous version the ADU could only be utilized as a STR if owner occupied).
- 4) The Special Exception allowance to permit more than 1 per property.
- 5) Consideration of Corporations in the transfer of these properties.
- 6) Placing the three strikes back into the ordinance.

In regard to these amendments, Staff has consulted with the City Attorney, and the amendment to add a Special Exception, should be removed, as the Zoning Board of Appeals would have no authority over business licenses or short-term rentals should these ordinances pass. In addition, the City Attorney is working on the transfer change, and the three strike requirement. There is some concern the breadth of the changes passed at first reading would constitute a major change, and Staff would recommend obtaining the City Attorney's guidance on this matter should council move forward with the six amendments passed at first reading.

Again, options are:

- 1) Adopt the original ordinance without amendments;
- 2) Adopt the amendments at second reading;
- 3) Withdraw for a new First Reading.
- 4) Table or postpone for additional discussion before Second Reading.

Legal Authority:

S.C. Code Ann. §§ 5-7-30 and 5-7-80

Staff Recommendation:

Council consider ordinance upon second reading, with a motion to:

- approve;
 - amend, and approve as amended;
 - withdraw;
 - or postpone to a date either certain or uncertain
-

Placed on Agenda For:

Action

Attachments:

1. STR ordinance adoption - Clean for sec 3.6.2.C.2 only for the Development Code rest is under Codes of Ordinances
2. Ex A clean version with amendments after first reading
3. Ex A red line version with amendments after first reading

ORDINANCE 2026/07

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; and

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; and

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 E. CROMER, MAYOR ATTEST:

TRACI GULDNER, CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

Reviewed as to form by City Attorney, Ben Coppage

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 6% of the residential lots in the neighborhoods as shown on the City of Beaufort Neighborhoods Map may be STR's.
- (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, except as provided in Subsection 4 below.
- (4) Special exception for Multiple STR's per parcel. The appropriate designated review body may grant a special exception to allow more than one STR per parcel upon application and public hearing provided the applicant demonstrates:
 - 1) The multiple STR's were lawfully established and operating (or permitted) prior to the effective date of this amendment.
 - 2) The property was purchased or developed with reasonable reliance on the ability to maintain multiple STR's (e.g., based on prior approvals, site plans, or vested rights).
 - 3) Granting the exception will not materially undermine the purposes of the city-wide cap, adjacency requirements, or neighborhood character. The special exception shall be subject to such conditions as the reviewing body deems necessary to mitigate impacts.

(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 may be used as 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 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.~~ **No more than 6% of the residential lots in the neighborhoods as shown on the City of Beaufort Neighborhoods Map may be STR's.**
- ~~(2)~~ **(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, **except as provided in Subsection 4 below.**
- ~~(4) STRs are prohibited in The Point neighborhood, as shown on the City of Beaufort Neighborhoods Map.~~ **Special exception for Multiple STR's per parcel. The appropriate designated review body may grant a special exception to allow more than one STR per parcel upon application and public hearing provided the applicant demonstrates:**
 - 1) The multiple STR's were lawfully established and operating (or permitted) prior to the effective date of this amendment.**
 - 2) The property was purchased or developed with reasonable reliance on the ability to maintain multiple STR's (e.g., based on prior approvals, site plans, or vested rights).**
 - 3) Granting the exception will not materially undermine the purposes of the city-wide cap, adjacency requirements, or neighborhood character. The special exception shall be subject to such conditions as the reviewing body deems necessary to mitigate impacts.**

(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.~~
- (1) 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.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/12/2026
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- Second Reading
Meeting Date: April 14, 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. First Reading was held on March 10, 2026 with no changes.

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

Total Revenues

\$ 286,125

Expenditures

Transfers Out- Downtown Marina Day Dock Project

286,125

Total Expenditures

\$ 286,125

Capital Projects Fund

Revenues

Transfers In- Downtown Marina Day Dock Project

286,125

Total Revenues

\$ 286,125

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

EXHIBIT B

Consolidated FY26 Revised Budget

	General Fund	ARPA Fund	Parks & Tourism Fund	Stormwater Fund	State Accommodations Fund	Fire Impact Fund	TIF II Fund	Capital Project Fund	Total
Revenues									
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 ~~30~~15 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:** 03/30/2026
From: Jennifer Pointer, Administrative Assistant
Item Name: Request for Historic Beaufort Foundation to host the 2026 Lafayette Soirée on May 16, 2026, from 6:00 pm - 10:30 pm, with allowance to transport participants from remote parking to 500 Port Republic Street, signage, and waiver of loud and unseemly noise
Meeting Date: April 14, 2026
Department: Downtown Operations

Background Information:

Introduction:

Request for Historic Beaufort Foundation to host the 2026 Lafayette Soirée on May 16, 2026, from 6:00 pm - 10:30 pm, with allowance to transport participants from remote parking to 500 Port Republic Street, signage, and waiver of loud and unseemly noise

Background:

- **Signage:** As in the past, HBF would like to place corrugated signs with sign stands identifying the event location and off-street parking. The signs will be placed on private property in the yards and/or at the curb. All signage will be placed and removed the day of the event. We will apply for a sign permit.
- **Parking/Transportation:** The Open Land Trust has approved parking around the perimeter of the Greene. Additionally, we are requesting use of the lot at 500 Carteret Street. Shuttles will be used to transport guests. Marines and volunteers will man the parking areas.
- **Notification:** HBF will work with the Downtown Operations & Community Services Department to notify impacted homeowners of the event.
- **Music:** The event is scheduled from 6:00 pm to 10:30 pm. We request the approval for the entertainment/band to perform during this time period.

HBF will apply for an Alcohol and Beverage License for the event. And, if required, we will contract with the Beaufort Police Department.

Legal Authority:

[City Code of Ordinances — Chapter 1 — General Provisions — Sec. 0-1008. — Loud and unseemly noise.](#)

[City Code of Ordinances — 6.8: — Temporary Signs / 6.8.1 — Types of Temporary Signs.](#)

Staff Recommendation:

Staff recommends approval

Placed on Agenda For:

Action

Attachments:

1. Request - Lafayette Soiree - May 16 2026 v2



March 27, 2026

Mrs. Linda Roper
Jennifer Pointer
Downtown Operations & Community Services
City of Beaufort
500 Carteret Street
Beaufort, SC 29902

Dear Linda and Jennifer,

Historic Beaufort Foundation is delighted to continue our primary fundraising event, the annual Lafayette Soirée in 2026. Scheduled for **Saturday, May 16**, this year's Soirée will be held at 500 Port Republic Street, the home of [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED] With this letter we are requesting approval for the following:

- **Signage.** As in the past HBF would like to place corrugated signs with sign stands identifying the event location and off-street parking. The signs will be placed on private property in the yards and/or at the curb. All signage will be placed and removed the day of the event. We will apply for the sign permit.
- **Parking/Transportation.** The Open Land Trust has approved parking around the perimeter of the Greene. Additionally, we are requesting use of the lot at 500 Carteret Street. Shuttles will be used to transport guests. Marine and volunteers will man the parking
- **Notification.** HBF will work with the Downtown Operations & Community Services Department to notify impacted homeowners of the event.
- **Music.** The event is scheduled from 6:00 p.m. to 10:30 p.m. We request approval for the entertainment/band to perform during this time-period.

HBF will apply for an Alcohol and Beverage License for the event. And, if required, we will contract with the Beaufort Police Department.

We look forward to working with the City of Beaufort, our many partners and the community to continue this special tradition.

Thank you for your consideration,

Sincerely,

A handwritten signature in blue ink, which appears to read "Lise Sundrla", is written over the typed name.

Lise Sundrla
Executive Director

cc:

Scott Marshall, City Manager
Meg and Rob Wynne
Donna Dehncke

Preserving Beaufort's Past for its Future
208 Scott Street, Beaufort, South Carolina 29902 843.379.3331



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 04/02/2026
From: Alan Eisenman, Finance Director
Item Name: An Ordinance authorizing and approving a first amendment to that certain 2024 Series Ordinance dated January 9, 2024; and other matters relating thereto- First Reading
Meeting Date: April 14, 2026
Department: Finance Department

Background Information:

Introduction:

During the February 17, 2026 Quarterly Capital Projects meeting, there was discussion about whether remaining 2024 Parks and Tourism Revenue Bonds could be spent on the Henry C. Chambers Waterfront Park Project. The City contacted Lawrence Flynn, City's Bond Counsel with Pope Flynn, and he stated that the City can ask for the bond purchaser's consent, which is Webster Bank, to amend the 2024 Series Ordinance and expand the scope of the projects to include Henry C. Chambers Waterfront Park. Mr. Flynn sent a letter to Webster Bank on March 6, 2026 to ask whether it would be willing to consider providing consent to an amendment to the 2024 Series Ordinance and the proposed reallocation of Bond proceeds. Webster Bank responded and signed that they consent with this modification on March 19, 2026. The 2024 Series Ordinance amendment is included in the agenda packet for Council's consideration that would require two readings which could take place on April 14, 2026 and May 12, 2026.

Background:

See introduction section for background information.

Legal Authority:

S.C. Const. art. X, § 14

Staff Recommendation:

Staff recommends that Council approve first reading of the ordinance. The second reading will take place on May 12, 2026.

Placed on Agenda For:
Action

Attachments:

1. Amendment to 2024 Series Ordinance (2024 City of Beaufort Hosp Bond)

AN ORDINANCE AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THAT CERTAIN 2024 SERIES ORDINANCE DATED JANUARY 9, 2024; AND OTHER MATTERS RELATING THERETO

Dated May 12, 2026

AN ORDINANCE AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THAT CERTAIN 2024 SERIES ORDINANCE DATED JANUARY 9, 2024; AND OTHER MATTERS RELATING THERETO

BE IT ORDAINED by the Mayor and the City Council Members of the City of Beaufort, South Carolina (the “City”):

Section 1. Findings of Fact. Incident to the enactment of this ordinance (this “First Amendment”), the City Council of the City, the governing body of the City (the “City Council”), finds that the facts set forth in this Section 1 exist and the following statements are in all respects true and correct:

(a) On July 26, 2011, the City Council enacted a general bond ordinance (the “General Bond Ordinance”) providing for the issuance and sale of Hospitality and Accommodations Fee Revenue Bonds.

(b) Pursuant to the terms of the General Bond Ordinance, the City subsequently issued its (i) \$3,500,000 Hospitality and Accommodations Fee Revenue Bond, Series 2011 dated July 27, 2011 (the “2011 Bond”),¹ and (ii) \$7,100,000 Hospitality and Accommodations Fee Revenue Bond, Series 2024 dated January 11, 2024 (the “2024 Bond”).

(c) The 2024 Bond was originally purchased by Webster Bank, National Association (the “Bondholder”) and the Bondholder continues to own and hold the 2024 Bond as of the date hereof. At present, the City has approximately \$1,200,000 of unspent proceeds from the 2024 Bond still remaining.²

(d) Pursuant to the provisions of a series ordinance dated January 9, 2024 (the “2024 Series Ordinance”), the terms of which authorized the issuance of the 2024 Bond under the General Bond Ordinance, the proceeds of the 2024 Bond were to be used “for the purposes of constructing, improving, and equipping [the] Southside Park and Washington Street Park projects” (the “Existing Projects”). The City is in the process of closing out the Existing Projects and desires to reallocate a portion of the remaining proceeds of the 2024 Bond to fund engineering, design, construction, improvement, equipping, and other related costs associated with improvements to the Henry C. Chambers Waterfront Park (the “Waterfront Park”). The Waterfront Park is a community-defining recreational asset located along the City’s waterfront, portions of which, particularly the pedestrian promenade, have been closed due to safety concerns and are in need of evaluation and repair. The City believes the Waterfront Park constitutes a tourism-related facility and a community recreational asset that attracts visitors to the City’s waterfront and supports the local hospitality and tourism economy. As such, any planned expenditures for the engineering, design, repair, and improvement of the Waterfront Park qualify as a permitted use under Section 6-1-530 of the Code of Laws of South Carolina 1976, as amended.

¹ The 2011 Bond is scheduled to mature on July 27, 2026.

² The City acknowledges the provisions of the Tax Certificate dated January 11, 2024 relating to the 2024 Bond. Notwithstanding the provisions of this First Amendment, the City confirms and ratifies its obligations to conform to the spending requirements for the 2024 Bond as described in such certificate.

(e) Subject to the Bondholder’s consent as the sole holder of the 2024 Bond,³ the City proposes to amend the 2024 Series Ordinance to expand the scope of the Existing Projects to additionally include the Waterfront Park. The Bondholder has given such consent and a copy of the executed written consent is attached hereto as Exhibit A.

(f) Upon the enactment of this First Amendment, the definition of the “Project” in the 2024 Series Ordinance shall be expanded to include the Waterfront Park (as further described in Section 2 below) and all other terms and conditions of the 2024 Series Ordinance shall remain in full force and effect.

Section 2. Project. Based on the findings described above, the term “Project” in the 2024 Series Ordinance shall be amended and restated in its entirety as necessary to authorize the proceeds of the 2024 Bond to be used to defray the cost of engineering, design, construction, improvement, equipping, and other related costs associated with improvements to Southside Park, Washington Street Park, and Waterfront Park.

Section 3. Severability. If any one or more of the covenants or agreements provided in this First Amendment on the part of the City to be performed should be contrary to applicable law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this First Amendment.

Section 4. No Event of Default. There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute an Event of Default under the General Bond Ordinance.

Section 5. Interested Parties. Nothing in the General Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City and the Bondholder, any right, remedy or claim under or by reason of the General Bond Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in the General Bond Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Bondholder.

Section 6. Effective Date. This First Amendment shall become effective upon its date of enactment.

[End of First Amendment]

³ The 2011 Bond is unaffected by the changes proposed by this First Amendment. As a result, the consent of Truist Bank, as the holder of the 2011 Bond and successor in interest to Branch Banking and Trust Company, is not required to authorize or implement the provisions of this First Amendment.

DONE, RATIFIED AND ENACTED THIS 12th day of May 2026.

CITY OF BEAUFORT, SOUTH CAROLINA

(SEAL)

Mayor

Attest:

City Clerk, City of Beaufort, South Carolina

First Reading: April 14, 2026

Second Reading: May 12, 2026

CONSENT OF BONDHOLDER

The undersigned hereby certifies that he is authorized to execute and deliver this consent certificate on behalf of Webster Bank, National Association (the "Bank") as holder of the \$7,100,000 Hospitality and Accommodations Fee Revenue Bond, Series 2024 dated January 11, 2024, of the City of Beaufort, South Carolina. The Bank hereby acknowledges the execution and delivery (or the planned execution and delivery, as applicable) of an amendment to the 2024 Series Ordinance dated January 9, 2024 by the City Council of the City of Beaufort, the governing body of the City of Beaufort, South Carolina (the "City"), through the enactment of an ordinance entitled, "AN ORDINANCE AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THAT CERTAIN 2024 SERIES ORDINANCE DATED JANUARY 9, 2024; AND OTHER MATTERS RELATING THERETO", dated May 12, 2026 (the "First Amendment"). Terms used herein and not otherwise defined shall have the meanings ascribed thereto in the First Amendment.

The First Amendment authorizes the City to amend and restate the definition of Project to include the Waterfront Park. The City has requested the Bank's consent to the First Amendment. Based upon the foregoing, and after reviewing the City's request and the terms of the proposed First Amendment, the Bank approves of and consents to the execution and delivery of the First Amendment by the City.

WEBSTER BANK, NATIONAL ASSOCIATION

By: Kevin C King
Its: Senior Managing Director

Dated: March 19, 2026



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 04/07/2026
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 revenues and expenditures of Parks and Tourism Fund and Capital Projects Fund- First Reading
Meeting Date: April 14, 2026
Department: Finance Department

Background Information:

Introduction:

The Waterfront Park Relieving Platform was determined to be unsafe for public use in July 2025, resulting in the closure of the Waterfront Park Day Dock to the public due to safety concerns. The City desires to restore temporary public access to the day dock while a long-term solution for the Waterfront Park Relieving Platform is designed, permitted, and constructed. The Waterfront Day Dock Project will provide interim public access and support continued recreational and tourism activity along the Beaufort River.

Background:

The Waterfront Day Dock Park project was originally budgeted at Two Hundred Fifty Thousand Dollars (\$250,000) from Parks and Tourism Fund in fiscal year 2026 capital budget. During project development, it was determined that the existing 80-foot gangway could not be reused due to its condition and incompatibility with the temporary access design. As a result, the City must procure new 75-foot and 45-foot gangways to safely reconnect the public to the day dock, resulting in increased project costs.

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 May 12, 2026.

Placed on Agenda For:
Action

Attachments:

1. Budget Ordinance Amendment

ORDINANCE 2026/10

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 Waterfront Park Relieving Platform was determined to be unsafe for public use in July 2025, resulting in the closure of the Waterfront Park Day Dock to the public due to safety concerns; and

WHEREAS, the City desires to restore temporary public access to the day dock while a long-term solution for the Waterfront Park Relieving Platform is designed, permitted, and constructed; and

WHEREAS, the Waterfront Day Dock Project will provide interim public access and support continued recreational and tourism activity along the Beaufort River; and

WHEREAS, the Waterfront Park project was originally budgeted at Two Hundred Fifty Thousand Dollars (\$250,000) from Parks and Tourism Fund in fiscal year 2026 capital budget; however, during project development it was determined that the existing 80-foot gangway could not be reused due to its condition and incompatibility with the temporary access design; and

WHEREAS, the City must therefore purchase new 75-foot and 45-foot gangways to safely reconnect the public to the day dock, resulting in increased project costs; and

WHEREAS, an additional Seventy-Five Thousand Dollars (\$75,000) is required to complete the project as revised; and

WHEREAS, the Parks and Tourism Fund has sufficient available resources to support this additional appropriation;

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 75,000

Total Revenues \$ 75,000

Expenditures

Transfers Out- Downtown Waterfront Park Day Dock Project 75,000

Total Expenditures \$ 75,000

Capital Projects Fund

Revenues

Transfers In- Downtown Waterfront Park Day Dock Project 75,000

Total Revenues \$ 75,000

Expenditures

Capital- Downtown Waterfront Park Day Dock Project 75,000

Total Expenditures \$ 75,000

SECTION 2. EFFECTIVE DATE

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

PHILIP E. CROMER, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK

1ST Reading April 14, 2026

2nd Reading & Adoption _____

Attachments:

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

EXHIBIT A

General Fund FY26 Budget

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

EXHIBIT B

Consolidated FY26 Revised Budget

	General Fund	ARPA Fund	Parks & Tourism Fund	Stormwater Fund	State Accommodations Fund	Fire Impact Fund	TIF II Fund	Capital Project Fund	Total
Revenues									
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	-	-	-	-	-	-	6,785,837	6,855,421
Issuance of Capital Lease	833,472								833,472
Release of Committed Fund	1,758,061	1,352,827	2,561,185	467,061	468,639	-	1,200,000	-	7,807,773
Release of Fund Balance	115,954	104,382	1,335,325	32,792	224,363	-	620,000	700,000	3,132,816
Total Revenues	\$ 31,125,108	\$ 1,591,080	\$ 9,409,010	\$ 1,903,199	\$ 1,639,669	\$ 205,000	\$ 1,940,000	\$ 29,241,596	\$ 77,054,662
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	29,241,596	32,104,525
Debt	2,056,248	-	969,496	518,900	-	-	-	-	3,544,644
Transfers Out	375,000	1,352,827	2,922,370	467,061	538,223	-	1,200,000	-	6,855,481
Contribution to Fund Balance	-	-	-	-	-	205,000	-	-	205,000
Total Expenditures	\$ 29,625,108	\$ 1,591,080	\$ 9,409,010	\$ 1,903,199	\$ 1,639,669	\$ 205,000	\$ 1,940,000	\$ 29,241,596	\$ 75,554,662
Net (Deficit) Surplus	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 04/02/2026
From: Alan Eisenman, Finance Director
Item Name: An Ordinance amending Part 7 – Licensing and Regulation, Chapter 13 – Hospitality Fee - First Reading
Meeting Date: April 14, 2026
Department: Finance Department

Background Information:

Introduction:

City Ordinance includes 5% hospitality fees distribution to the City's Designated Marketing Organization (DMO) and 1.1% hospitality fee distribution to non-profits for advertising to increase tourism and revitalization of the downtown economy.

Background:

Beaufort Area Hospitality Association provided information for Council's consideration regarding 1.1% hospitality fee allocation on March 24, 2026 Work Session. Based on Council's feedback, City staff has implemented these changes into ordinance for consideration.

Legal Authority:

S.C. Code Ann. §§ 5-7-30, 5-7-60

Staff Recommendation:

Staff recommends Council approve the first reading of ordinance. The second reading will be on May 12, 2026.

Placed on Agenda For:

Action

Attachments:

1. Hospitality Fee Ordinance
2. CHAPTER 13. HOSPITALITY FEE- Clean Version
3. CHAPTER 13. HOSPITALITY FEE ORDINANCE Red line Version

4. BAHA 1.1% Request Letter

CITY OF BEAUFORT ORDINANCE 2026/

AN ORDINANCE AMENDING THE CITY OF BEAUFORT CODE OF ORDINANCE PART 7- LICENSING AND REGULATON, CHAPTER 13- HOSPITALITY FEE

WHEREAS, the City of Beaufort has previously enacted a hospitality fee pursuant to the authority granted under South Carolina law; and

WHEREAS, the City of Beaufort finds it necessary and appropriate to amend certain provisions of Part 7, Chapter 13 of the City Code to reflect updated policy direction and to incorporate recommendations from the Beaufort Area Hospitality Association; and

WHEREAS, the City of Beaufort further finds it appropriate to remove language establishing an application process for local non-profit organization and instead designate the City’s recognized area hospitality association as the entity to receive the 1.1% hospitality fee allocation; and

WHEREAS, all other provisions of the hospitality fee ordinance remain unchanged and in full force and effect; and

NOW, THEREFORE, BE IT ORDAINED by the City of Beaufort Council that Part 7- Licensing and Regulation, Chapter 13- Hospitality Fee, 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.

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 April 14, 2026

2nd Reading & Adoption _____

Attachments:

- A. Part 7- Licensing and Regulation, Chapter 13- Hospitality Fee
- B. Beaufort Area Hospitality Letter

CHAPTER 13. HOSPITALITY FEE

Sec. 7-13001. Authority.

This chapter is enacted pursuant to the authority of Title 5, Code of the State of South Carolina (1976), including, without limitation, S.C. Code Ann. Section 5-7-10 (Supp. 1992), and S.C. Code Ann. Section 5-7-30 (Supp. 1992), which provide, in relevant part, that municipalities may adopt all ordinances which appear necessary and proper for the security, general welfare and convenience of the municipality and for the preservation of the general health, peace and order in the municipality and further that municipalities may establish uniform service charges.

(Ord. No. O-20-94, 11-8-94)

Sec. 7-13002. Declaration of purpose and intent.

This article is enacted to preserve the general health, safety and welfare of the general public within the City of Beaufort, South Carolina, by creating a uniform fee for the purpose of creating a fund to pay in whole or in part for the current and future preservation, maintenance, nourishment, renourishment, and improvement of the historic and waterfront areas of Beaufort, and those public facilities related to the use of the waterfront; public transportation improvements, including street construction, storm drainage, right-of-way acquisitions, median and right-of-way enhancements and landscaping, walkways and bikeways; public park facilities, public parking, and capital facilities and equipment necessary for the provisions of police, fire, sanitation, and other public activities.

(Ord. No. O-20-94, 11-8-94)

Sec. 7-13003. Hospitality fee.

A uniform fee equal to two (2) percent is hereby imposed on the gross proceeds derived from the sale of all food and beverages served by a restaurant, hotel, motel, or other food service facility within the City of Beaufort. In addition, the fee shall be imposed for all food and beverages prepared or modified by convenience stores or grocery stores within the City of Beaufort, South Carolina. All hospitality fees received by the city shall be allocated as follows:

- (1) Five and zero-tenths (5.0) percent shall be allocated to the designated marketing organization specifically targeted for advertising to increase tourism, within the City of Beaufort.
- (2) One and one-tenth (1.1) percent shall be available through appropriation, for advertising and events to increase tourism within the City of Beaufort. The allocation will be awarded by the Beaufort City Council through the annual budget process to the City's designated area hospitality association.
- (3) Ninety-three and nine-tenths (93.9) percent shall be allocated for uses permitted in section 7-13006 below.

(Ord. No. O-20-94, 11-8-94; Ord. No. O-28-97, 7-22-97; Ord. No. O-36-99, 6-8-99; Ord. No. O-04-07, 1-23-07; Ord. No. O-22-17, 9-26-17; Ord. No. O-17-18, 6-26-18)

Sec. 7-13004. Payment of fee.

- (a) Payment of the fee established herein shall be the liability of the consumer of the services for items described in section 7-13003. The fee shall be paid at the time of delivery of the services or items to which the fee applies and shall be collected by the provider or seller of the service, services or items.
- (b) The fees collected by the seller or provider of the services or items as required under section 7-13003 shall be remitted to the City of Beaufort by the twentieth day of the month for sales of the preceding month along with such return or form as may be established by the City of Beaufort for such purpose.
- (c) Fees not remitted by the twentieth day of the month shall be subject to a ten-percent late fee. The ten-percent late fee shall be added for each month or portion thereof after the due date until paid. Failure to collect the fee imposed by this chapter does not relieve the provider from making the required remittance. If any hospitality fee shall remain unpaid for sixty (60) days after its due date, a Uniform Ordinance Summons shall be prepared and served for the collection of the hospitality fee, and the cost of one hundred dollars (\$100.00) will be assessed and charged in addition to the hospitality fee and penalties. Failure to pay such amount as may be assessed by the municipal court shall be unlawful and shall subject the offender to the penalties set forth in section 1-3048(a) of this code. Such punishment shall not relieve the offender of liability for delinquent fees, penalties and costs provided for herein.

(Ord. No. O-20-94, 11-8-94)

Sec. 7-13005. Hospitality fee account.

The revenue account, to be known as the City of Beaufort Hospitality Fee, shall be established and all revenues received from the hospitality fee shall be deposited into this account. The principal and any accrued interest from this account shall be expended only as permitted in section 7-13006 below.

(Ord. No. O-20-94, 11-8-94)

Sec. 7-13006. Permitted uses of funds.

The city shall use the funds collected from the hospitality fees imposed hereunder for the purposes authorized under S.C. Code Ann. Section 6-1-730, as may be amended from time to time.

(Ord. No. O-20-94, 11-8-94; Ord. No. 2024-18, 9-10-24)

Sec. 7-13007. Authorization for use.

Authorization to utilize revenues from the hospitality fee account shall be by the annual budget ordinance duly adopted by the city council of the City of Beaufort, South Carolina.

(Ord. No. O-20-94, 11-8-94)

Sec. 7-13008. Severability.

If any section, phrase, sentence or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such section, phrase, sentence or portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining sections, phrases, sentences or portions thereof.

(Ord. No. O-20-94, 11-8-94)

Sec. 7-13009. Effective date.

This chapter shall become effective on January 1, 1995.

(Ord. No. O-20-94, 11-8-94)

EXHIBIT A
CODE
Part 7 - LICENSING AND REGULATION
CHAPTER 13. HOSPITALITY FEE

CHAPTER 13. HOSPITALITY FEE

Sec. 7-13001. Authority.

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- (1) Five and ~~zero~~one-tenths (5.0) percent shall be allocated to the designated marketing organization specifically targeted for advertising to increase tourism, within the City of Beaufort.
- (2) One and one-tenth (1.1) percent shall be available through appropriation, for advertising **and events** to increase tourism **within the City of Beaufort**, and ~~revitalization of the downtown economy~~. The allocation will be awarded by the Beaufort City Council through the annual budget process **to the City's designated area hospitality association**, ~~based on budget presentation of certain non-profit organizations invited by city council to present. The presentation to the city council will be conducted during the normal budget period. An allocation of these funds shall be based on the objectives that best achieve city council goals and purposes.~~
- (3) Ninety-three and nine-tenths (93.9) percent shall be allocated for uses permitted in section 7-13006 below.

(Ord. No. O-20-94, 11-8-94; Ord. No. O-28-97, 7-22-97; Ord. No. O-36-99, 6-8-99; Ord. No. O-04-07, 1-23-07; Ord. No. O-22-17, 9-26-17; Ord. No. O-17-18, 6-26-18)

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The revenue account, to be known as the City of Beaufort Hospitality Fee, shall be established and all revenues received from the hospitality fee shall be deposited into this account. The principal and any accrued interest from this account shall be expended only as permitted in section 7-13006 below.

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The city shall use the funds collected from the hospitality fees imposed hereunder for the purposes authorized under S.C. Code Ann. Section 6-1-730, as may be amended from time to time.

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If any section, phrase, sentence or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such section, phrase, sentence or portion shall be deemed a separate, distinct,

and independent provision and such holding shall not affect the validity of the remaining sections, phrases, sentences or portions thereof.

(Ord. No. O-20-94, 11-8-94)

Sec. 7-13009. Effective date.

This chapter shall become effective on January 1, 1995.

(Ord. No. O-20-94, 11-8-94)



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Craig Reaves

President & CEO,
Ashlee Houck

843-707-2705

www.bfthospitality.com

info@bfthospitality.com

701 Craven Street

City of Beaufort City Council Work Session

Re: Suggested Reallocation of 1.1% Hospitality Tax Funding

Dear Mayor, City Council Members, and City Staff,

On behalf of the **Beaufort Area Hospitality Association (BAHA)**, I would like to respectfully submit this letter for your consideration regarding the allocation of the 1.1% Hospitality Tax funding.

The 1.1% hospitality tax allocation stems from the original hospitality association formed in the early 2000s. Over time, this evolved into a formalized allocation within the City's framework, dedicated to supporting nonprofit efforts focused on tourism promotion and downtown revitalization. This structure reflects the longstanding intent to reinvest hospitality-generated revenue back into initiatives that directly benefit the industry and the economic health of the City.

At its core, this allocation recognizes a simple but important principle: **those who generate the tax should be supported through efforts that directly drive visitation, business growth, and economic activity.**

Today, BAHA serves as the unified voice of the hospitality industry across Beaufort, Port Royal, and the Sea Islands. Our organization works daily to support restaurants, lodging properties, attractions, and small businesses that collectively drive tourism and contribute significantly to the City's tax base.

Through strategic partnerships, most notably with the Convention & Visitors Bureau, we ensure that marketing efforts are amplified rather than duplicated, maximizing return on investment for every public dollar spent. BAHA focuses on **on-the-ground activation, business engagement, and locally driven initiatives** that complement regional destination marketing efforts.

Our work includes, but is not limited to:

- Producing and supporting events that drive visitation and foot traffic to downtown and surrounding areas
- Supporting and promoting local businesses through coordinated marketing and campaigns
- Advocating for the hospitality industry at the local and state levels
- Partnering with workforce development, education, and industry stakeholders
- Creating programs such as Only From Our Waters to strengthen local economic ecosystems
- Serving as a connector between businesses, government, and tourism partners



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701 Craven Street

These efforts translate into direct economic impact, increased visitation, extended stays, higher spending, and stronger business sustainability.

As Council considers the future of the 1.1% allocation, we respectfully recommend:

1. Reaffirming the original intent of the 1.1% allocation

To support the nonprofit organization that directly represents and promotes the hospitality industry and drive tourism-related economic activity.

2. Prioritizing investment in organizations with measurable, on-the-ground impact

Organizations like BAHA that actively engage businesses, produce programming, and deliver tangible economic outcomes within the City.

3. Expanding the scope of impact beyond the traditional downtown core

While downtown remains vital, the health of the entire city's hospitality ecosystem, including surrounding corridors and districts, contributes to overall tourism success and tax generation.

4. Maintaining a collaborative approach with regional partners

BAHA remains committed to working alongside the Convention & Visitors Bureau to ensure cohesive, strategic, and effective tourism promotion.

The Beaufort Area Hospitality Association stands ready to continue serving as a trusted partner to the City, delivering results that align with the purpose of the hospitality tax and the long-term vision for Beaufort's economic vitality.

We appreciate your time, consideration, and continued commitment to supporting the businesses and people that make Beaufort such a special place.

Respectfully submitted,

Ashlee Houck
President & CEO
Beaufort Area Hospitality Association



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 04/02/2026
From: Alan Eisenman, Finance Director
Item Name: Authorization to allow the City Manager to enter into a Contractual Agreement for Waterfront Park Day Dock Project
Meeting Date: April 14, 2026
Department: Finance Department

Background Information:

Introduction:

The City issued a request for proposals for Waterfront Park Day Dock Modifications.

Background:

On March 19, 2026, the City issued a request for proposals, RFP 2026-110 Waterfront Park Day Dock Modifications. A public notice was posted on the City’s website, the State of South Carolina (SCBO) procurement website and it was advertised in the Island News. A non-mandatory pre-bid meeting was held on March 23rd, Questions were received by the March 25th deadline and answers were issued on March 27th.

Bidders were required to include a credit for the value and to assume ownership of the existing gangway (GW) to be removed and replaced. The City has the option of accepting the credit or rejecting the credit and retaining ownership of the gangway. The city received two bids by the submittal deadline of April 6th, at 2:00 PM. The bids were opened during a public meeting at 2:00 PM on that day. The original budget for the project is \$250,000 from the Parks & Tourism Fund.

Contractor	Including GW	GW Credit	Excluding GW
Cape Romain, Charleston, SC	322,884	12,500	\$335,384
O’Quinn Marine Construction, Inc.	299,275	7,500	\$306,775

On April 6th, the selection committee of Eric Claussen, Brian Ranger and Alan Eisenman, and Bill Barna of McSweeney Engineers met to review the proposals. Both contractor bid

submissions were determined to be responsive to the scope and requirements of the project. The lowest bid from O'Quinn of \$299,275 includes a credit of \$7,500 for the existing gangway, and net amount of \$306,775 excluding the credit. It is our opinion that credit amount of \$7,500 is significantly below the actual market value for the gangway and it is in the City's best interest to retain ownership of the gangway for potential future use. The committee is unanimous in its recommendation of O'Quinn Marine Contractors for the contract award.

Legal Authority:

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

Staff Recommendation:

Staff recommends that Council approve the contract to O'Quinn Marine Construction for \$306,775 for Waterfront Park Dock Modifications.

Placed on Agenda For:

Action

Attachments:

- 1. RECOMMENDATION RFP 2026-110 WATERFRONT PARK DAY DOCK MODIFICATIONS
- 2. CONTRACT RFP 2026-110 WFP DAY DOCK MODIFICATIONS
- 3. OQUINN Waterfront Day Dock Modifications RFP No. 2026-110_Redacted
- 4. RFP 2026-110 Bid Recommendation- McSweeney Engineers



TO: SCOTT MARSHALL
FROM: JAY PHILLIPS
SUBJECT: CONTRACT RECOMMENDATION FOR RFP 2026-110 WATERFRONT PARK DAY DOCK MODIFICATIONS
DATE: APRIL 6, 2026
CC: ERIC CLAUSSEN, BRIAN RANGER, ALAN EISENMAN

On March 19, 2026, the City issued a request for proposals, RFP 2026-110 Waterfront Park Day Dock Modifications. A public notice was posted on the City’s website, the State of South Carolina (SCBO) procurement website and it was advertised in the Island News. A non-mandatory pre-bid meeting was held on March 23rd, Questions were received by the March 25th deadline and answers were issued on March 27th.

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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 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 **April** 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 2026-110 WATERFRONT PARK DAY DOCK

The Owner and Consultant agree as follows:

ARTICLE 1 - THE DOCUMENTS

The Contract Documents consist of this Agreement (hereinafter "Agreement"); Conditions of the Contract (General, Supplementary, and other Conditions); the Request for Proposals No. 2026-110 (hereinafter "RFP"); the Proposal Submitted by O'Quinn Marine Construction in response to this RFP (hereinafter "Proposal"); any drawings, specifications, or addenda associated with the aforementioned documents 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 Documents, other than Modifications appears in Article 8.

ARTICLE 2 - THE WORK OF THIS AGREEMENT-



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

Contractor shall provide all services necessary to fully execute the Work described in and reasonably inferable from the Contract Documents, except to the extent 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 and the date of substantial completion shall be three (3) months from the date of commencement.
- 3.3 All work to be completed by July 1, 2026.

ARTICLE 4 - CONTRACT SUM

- 4.1 The Owner shall pay the Contractor on a fee basis not to exceed \$306,775.

ARTICLE 5 - PAYMENTS

- 5.1 Payment shall be remitted after completed tasks have been approved by the Owner's Representative and an invoice for said tasks 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.
- 6.3 The Owner may, by written notice to the Contractor, terminate the Agreement completely or partially if the Contractor is in default with regard to any provision of the Agreement. If the agreement is terminated by the Owner due to the Contractor's default, the Owner is not liable to the Contractor for any payment to the Contractor for any incomplete or undelivered work.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

- 7.1 The Owner's representative is:

BRIAN RANGER
CITY OF BEAUFORT
1911 BOUNDARY STREET



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

BEAUFORT, SOUTH CAROLINA 29902

7.2 Consultant's representative is:

**J. W. WEATHERFORD
O'QUINN MARINE CONSTRUCTION, INC.
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 Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement;

8.1.2 The General Conditions, which are the City of Beaufort General Terms and Conditions as published on the Owner's website;

8.1.3 The Specifications, which are those stated in the RFP;

8.1.4 The Proposal;

8.1.5 Contractor's Certificates of Liability and Workers Compensation Insurance ; and

8.1.6 Contractor's 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 Owner's Director of Capital Projects, one to the Consultant for use in the administration of the Agreement, and the remainder to the Owner.

**WITNESS
(Signature)**

**CITY OF BEAUFORT
(Signature)**



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

(Printed Name)

CITY MANAGER

WITNESS
(Signature)

O'QUINN MARINE CONSTRUCTION
(Signature)

(Printed Name)

(Printed name and title)



95 Sheppard Road Beaufort, SC 29907
Office 843-522-3313 Fax 843-522-3138

Cover Page – O'Quinn Marine Construction Proposal



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: [REDACTED]

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

Executive Summary

The objective of the project is to select a licensed and qualified contractor for the Waterfront Park floating "Day Dock." This project is to provide access to the Waterfront Park from the Beaufort River via the city Day Dock prior to the Water Festival and our high tourism season. One aluminum gangway will span the closed section of the relieving platform and will connect onto a newly installed platform. Another aluminum gangway will span from the newly installed platform to the existing floating dock. This will "reopen," the waterfront park to citizens and tourist from Beaufort River and connecting our number one recreation with our number one park!

O'Quinn Marine Construction should be chosen because we are intimately aware of the circumstances regarding the Waterfront Park, Dingy Dock, and Marina 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. 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.



95 Sheppard Road Beaufort, SC 29907
Office 843-522-3313 Fax 843-522-3138

Detailed description of work to be performed

Upon receiving the notice to proceed O'Quinn Marine Construction will approve and send deposit to our sales representative at Gator Dock to begin manufacturing the aluminum gangways and gangway platform. We are already in talks with them to fast track these materials.

As soon as Gator Dock can deliver the materials, we will load them on a barge at Safe Harbor in Port Royal as we will be able to pick them up with our crane from the loading platform directly onto our barge. We have already received approvals for this project.

Once Gator Dock materials are loaded onto our barge we will proceed to the job site. We will first remove the existing 80' long aluminum gangway from the floating dock and relieving platform. ALL WORK WILL BE PROVIDED VIA BARGE FROM WATER SIDE.

The aluminum platform will be installed first with the four 18" x 70' long steel pipe piles driven and the platform built above. All construction will be built to plan details of McSweeney Engineers. Once the platform is constructed and installed then the aluminum gangway will be affixed to the platform to span the relieving platform first. Finally, the gangway will be affixed to the platform to span down to the city day dock.

Once the materials are delivered the longest part of construction will be driving the 4 piles for the platform and welding the platform. Once the platform is completed the connection points to the gangways will be a rather quick process.

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.

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.



95 Sheppard Road Beaufort, SC 29907
Office 843-522-3313 Fax 843-522-3138

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 – [REDACTED]
 - C. C. Haig Boat Landing retrofitted for new Daufuskie Island Ferry Service
 - City of Beaufort
 - Lind Roper – [REDACTED]
 - Initial Day Dock install and connection to historic waterfront park
 - Spring Island Community
 - Doug Gaddy – [REDACTED]
 - Spring Island Community Dock Installation



95 Sheppard Road Beaufort, SC 29907
Office 843-522-3313 Fax 843-522-3138

Additional 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.

**ATTACHMENT C-2
REVISED BID FORM
Waterfront Park Day Dock Modifications**

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 Waterfront Park Day Dock Modifications 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.

OPTIONAL CREDIT FOR EXISTING GANGWAY:

BIDDER has the option to include a credit on Line NO. 6 for the value and to assume ownership of the existing gangway.

Base Bid

NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE	UNIT OF MEASURE	TOTAL COST
1	Mobilization	1		LS	\$26,000.00
2	Install New Gangway Support Platform	1		LS	\$120,900.00
3	Fabricate and Install Gangway #1	1		LS	\$87,350.00
4	Fabricate and Install Gangway #2	1		LS	\$34,500.00
5	Miscellaneous Site and Structural Work	1		LS	\$38,025.00
6	Optional credit for estimated value of existing gangway	1			- \$7,500.00

Base Bid Total \$ \$299,275.00

* The base bid of items #1 - 5 include the option to take-off, transportation and delivery of the existing gangway to the City Public Works facility for storage at 16 Burton Hill Road, Beaufort, SC 29906.

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.

03/25/2026
DATE

O'Quinn Marine Construction Inc.
COMPANY/BUSINESS
BY: [Signature]
SIGNATURE
Jonathan W. Weatherford
PRINTED NAME

SWORN to before me this 25th
day of March, 2026

ITS: General Manager
TITLE

Notary Public for South Carolina (state)
My commission expires: 07-17-2029

By: [Signature] signature

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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.

J. W. Weatherford
 (signed)
 General Manager
 (title)

SWORN to before me this 25th
 day of March, 2026
 Notary Public for South Carolina (state)

My commission expires: 6-17-2029

By: Nancy H. Reeves
 (signature)

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
Is this a small business? Yes <input checked="" type="radio"/> 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 <input checked="" type="radio"/> 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 <input checked="" type="radio"/> 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 <input checked="" type="radio"/> 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 <input checked="" type="radio"/> 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 <input checked="" type="radio"/> 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? No	<input checked="" type="radio"/> Yes
Is this business a non-profit organization? Yes <input checked="" type="radio"/> No	
Is this business incorporated? <input checked="" type="radio"/> Yes No	

CITY OF BEAUFORT
RFP SIGNATURE PAGE
WATERFRONT PARK DAY DOCK MODIFICATIONS
RFP 2026-110

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>03/25/2026</u>
<u>2</u>	<u>03/25/2026</u>
<u>3</u>	<u>03/25/2026</u>
<u>4</u>	<u>03/25/2026</u>
<u>5</u>	<u>03/27/2026</u>

Address: Post Office Box: _____ Zip: _____


Street: 95 Sheppard Road Zip: 29907

City: Beaufort State: SC

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: 03/25/2026



April 7, 2026

Jay Phillips
Financial Systems Analyst
Procurement Administrator
City of Beaufort
Beaufort, SC 29902

Dear Mr. Phillips,

McSweeney Engineers has reviewed the bids for RFP 2026-110: Waterfront Park Day Dock Modifications and recommend O'Quinn Marine Construction Company Inc. as the lowest responsive bidder. Additionally, we recommend that the city retain ownership of the 80 ft long gangway currently located at the site. The final bid amount excluding the gangway credit is \$306,775.

Very truly yours,

A handwritten signature in black ink, appearing to read "William D. Barna".

William D. Barna, P.E.



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/11/2026
From: Scott Marshall, City Manager
Item Name: A Resolution adopting the City of Beaufort's Priority Community Development Needs for 2026
Meeting Date: April 14, 2026
Department: City Managers Office

Background Information:

Introduction:

The purpose of this agenda item is for City Council to consider adoption of a resolution identifying the City of Beaufort’s priority community development needs for 2026. These priorities are required as part of the Community Development Block Grant (CDBG) program administered regionally by the Lowcountry Council of Governments (LCOG). Adoption of the resolution formally communicates the City’s priorities to LCOG for consideration in the regional allocation of CDBG funds.

Background:

The Community Development Block Grant (CDBG) program provides federal funding to support activities that benefit low- and moderate-income persons, eliminate slum or blighting conditions, and address urgent community development needs. In the Lowcountry region, the program is administered by the Lowcountry Council of Governments (LCOG), which coordinates with participating jurisdictions to establish annual priority needs.

As part of this process, LCOG conducts an annual CDBG Priority Needs Assessment with each participating municipality. For the City of Beaufort, this assessment was conducted at the March 10, 2026 City Council Meeting,

Consistent with recent discussions concerning priorities, staff has prepared the attached Resolution reflecting their best understanding of Council’s identified priorities. These priorities may be discussed with an amendment introduced to reorder them, if needed.

Establishing these priorities ensures that the City remains eligible to participate in the regional

CDBG program and provides guidance to LCOG when evaluating and prioritizing project funding requests.

Legal Authority:

The Community Development Block Grant (CDBG) program is authorized under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §5301 et seq.), and administered by the U.S. Department of Housing and Urban Development (HUD).

The Lowcountry Council of Governments administers the program regionally and requires participating jurisdictions to identify annual community development priorities as part of the regional planning and grant application process.

Staff Recommendation:

Staff recommends that City Council adopt the attached resolution establishing the City of Beaufort’s 2026 Priority Community Development Needs for the Community Development Block Grant program.

Adoption of the resolution will allow the Lowcountry Council of Governments to incorporate the City’s priorities into the regional CDBG planning process and assist in guiding future funding allocations that benefit Beaufort residents, particularly low- and moderate-income households.

Placed on Agenda For:

Action

Attachments:

1. Resolution 2026 Priority Community Development Needs
2. Resolution for 2025 adopting Priority Community Development Needs

RESOLUTION 2026/

A RESOLUTION ADOPTING THE CITY OF BEAUFORT'S PRIORITY COMMUNITY DEVELOPMENT NEEDS FOR 2026

WHEREAS, a public hearing regarding the City's priority community development needs was held at the March 10, 2026 City Council meeting; and

WHEREAS, the City of Beaufort participates in the Community Development Block Grant (CDBG) Program administered regionally by the Lowcountry Council of Governments; and

WHEREAS, the City Council has considered the City's priority community development needs in conjunction with the CDBG Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Beaufort, South Carolina, that the City's priority community development needs for 2026 are as follows:

1. Improvements to public recreation facilities that benefit low-and-moderate income persons.
2. Housing programs—housing repair for low-and-moderate income homeowners and for rental units occupied by low-and-moderate income renters; programs to promote new affordable rental housing; programs and policies to promote homeownership for low-and-moderate income households; and incentives to promote affordable infill housing.
3. Funding for public facilities, transportation, and services; other activities that strengthen existing community quality of life (parking garage, event center, education and workforce development, public health, and safety).
4. Drainage improvements in low-and-moderate income neighborhoods as identified in our capital improvement plan.
5. Streetscape improvements in low-and-moderate income neighborhoods.

ADOPTED THIS 14th DAY OF APRIL, 2026.

Philip E. Cromer, Mayor
City of Beaufort

ATTEST:

Traci Guldner
Clerk to Council

RESOLUTION
2025/06

ADOPTING PRIORITY COMMUNITY DEVELOPMENT NEEDS


WHEREAS, a public hearing regarding the City's priority community development needs was held at the March 11, 2025 City Council meeting; and

WHEREAS, the City Council wishes to identify and prioritize its annual priority community development needs in conjunction with the Community Development Block Grant Program administered regionally by the Lowcountry Council of Governments.

NOW THEREFORE BE IT RESOLVED by the City Council of Beaufort, South Carolina, that the City's priority community development needs for 2025 are as follows:


1. Housing programs--housing repair for low-and-moderate income homeowners and for rental units occupied by low-and-moderate income renters; programs to promote new affordable rental housing; programs and policies to promote homeownership for low- and moderate- income households; and incentives to promote affordable infill housing.
2. Drainage improvements in low-and-moderate income neighborhoods as identified in our capital improvement plan.
3. Funding for public facilities, transportation, and services; other activities that strengthen existing community quality of life (parking garage, event center, education and workforce development, public health, and safety).
4. Streetscape improvements in low-and-moderate income neighborhoods
5. Improvements to public recreation facilities that benefit low-and-moderate income persons.

ADOPTED THIS 8th DAY OF APRIL 2025.



Philip E. Cromer, Mayor
City of Beaufort

ATTEST:



Traci Guldner
Clerk to Council





City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 03/31/2026
From: Eric Claussen , Assistant City Manager
Item Name: A Resolution expressing conditional support of South Carolina Senate Bill 866, Municipal Tax Relief Act and advocating for amendments to enhance municipal flexibility
Meeting Date: April 14, 2026
Department: City Managers Office

Background Information:

Introduction:

City Council is asked to consider a resolution expressing conditional support for South Carolina Senate Bill 866, known as the Municipal Tax Relief Act. The legislation would authorize municipalities, under certain conditions and subject to voter referendum, to impose up to a one percent (1%) local sales and use tax to provide property tax relief and fund core government services and capital projects.

Background:

Senate Bill 866 proposes to create a new municipal revenue tool allowing eligible municipalities to diversify funding sources while providing direct property tax relief to owner-occupied residential properties. The bill requires that no less than twenty percent (20%) of revenues be used to offset municipal property taxes, with remaining revenues available for infrastructure, public safety facilities, drainage, transportation, and other capital needs.

Based on estimates from the South Carolina Revenue and Fiscal Affairs Office, the City of Beaufort generated approximately \$827.6 million in taxable sales in FY 2024–2025, which could yield approximately \$8.3 million annually from a one percent (1%) sales tax, if authorized and approved by voters. Over an eight-year period, this could generate approximately \$66 million, with a minimum of \$13 million dedicated to property tax relief.

However, as currently amended, the legislation includes several provisions that limit its applicability and long-term effectiveness:

- The tax must be imposed for a limited duration not to exceed eight (8) years, after which reauthorization by referendum is required.
- Eligibility is restricted to municipalities located in counties that do not impose certain local sales taxes as of January 1, 2026, which may limit or preclude applicability in Beaufort County.

While the bill represents a meaningful step toward expanding municipal fiscal tools, these provisions create uncertainty and reduce long-term planning flexibility compared to existing county local option sales taxes, which generally remain in place until repealed by voters.

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:

Staff recommends that City Council adopt the attached resolution expressing support for the concept of Senate Bill 866 while advocating for targeted amendments to improve its effectiveness and applicability.

Specifically, staff recommends that Council:

- Support the authorization of a municipal sales tax as a tool for property tax relief and infrastructure investment;
- Request removal of the eight-year sunset provision, allowing the tax to continue year-to-year unless repealed by voter referendum, consistent with existing local option sales taxes; and
- Request modifications to eligibility provisions to ensure municipalities are not unduly restricted by county-level tax structures and are afforded equitable access to this funding mechanism.

Adoption of the resolution positions the City to proactively engage with the Beaufort County Legislative Delegation and advocate for a more effective and flexible version of the legislation that better serves the City's long-term financial sustainability and capital planning needs.

Placed on Agenda For:

Action

Attachments:

1. Resolution of conditional support for SB 866
2. S 866 Fiscal Impact Statement

RESOLUTION 2026/06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUFORT, SOUTH CAROLINA, EXPRESSING CONDITIONAL SUPPORT FOR SOUTH CAROLINA SENATE BILL 866 (MUNICIPAL TAX RELIEF ACT) AND ADVOCATING FOR AMENDMENTS TO ENHANCE MUNICIPAL FLEXIBILITY

WHEREAS, Senate Bill 866, entitled the “Municipal Tax Relief Act,” would authorize municipalities in South Carolina to impose up to a one percent (1%) local sales and use tax, subject to voter referendum, for the purpose of providing property tax relief to owner-occupied homes and funding core government services and capital projects; and

WHEREAS, the City of Beaufort supports the concept of providing municipalities with an additional, locally controlled revenue tool that both diversifies revenue sources and delivers direct property tax relief to residents; and

WHEREAS, the legislation appropriately requires that a portion of revenues be dedicated to property tax relief, thereby ensuring a direct and tangible benefit to residents; and

WHEREAS, the City recognizes the value of allowing municipalities to fund critical infrastructure, drainage, transportation, public safety facilities, and other capital needs through a voter-approved mechanism; and

WHEREAS, as currently drafted, Senate Bill 866 includes provisions that limit its long-term effectiveness and local applicability, including:

- a requirement that the tax be imposed only for a limited duration not to exceed eight (8) years, after which reauthorization by referendum is required; and
- eligibility limitations tied to the existence of certain county-level sales taxes, which may restrict or preclude municipal participation; and

WHEREAS, the City of Beaufort finds that municipal sales tax authority should provide **long-term, stable, and predictable funding**, similar to existing county local option sales taxes, and should not require periodic reauthorization absent voter-initiated repeal.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Beaufort, South Carolina, in Council duly assembled, that:

1. Support for Concept

The City of Beaufort hereby expresses its support for the underlying concept of Senate Bill 866 as a means to provide meaningful property tax relief while enabling municipalities to address critical infrastructure and capital needs.

2. **Preference for No Sunset Provision**

The City Council respectfully requests that the General Assembly amend Senate Bill 866 to **remove the eight (8) year limitation** and instead allow the tax to continue from year to year unless repealed by a subsequent voter referendum, consistent with the structure of existing local option sales taxes.

3. **Municipal Flexibility and Eligibility**

The City Council further requests that the legislation be amended to ensure that municipalities are not unduly restricted by county-level tax structures and are afforded **equitable authority to pursue a municipal referendum**, regardless of prior or existing county taxes.

4. **Advocacy and Distribution**

The City Council directs that a copy of this Resolution be transmitted to the Beaufort County Legislative Delegation and other appropriate state officials to communicate the City’s support for the concept and its requested amendments.

5. **Ongoing Monitoring**

The City Manager, or his designee, is authorized to monitor the progress of Senate Bill 866 and continue coordination with legislative partners to advocate for these amendments.

IN WITNESS THEREOF, I hereunto set my hand and cause the Seal of the City of Beaufort to be affixed this ___ day of April, 2026.

Philip E. Cromer, Mayor

Attest: _____
Traci Guldner, City Clerk



SOUTH CAROLINA REVENUE AND FISCAL AFFAIRS OFFICE STATEMENT OF ESTIMATED FISCAL IMPACT

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This fiscal impact statement is produced in compliance with the South Carolina Code of Laws and House and Senate rules. The focus of the analysis is on governmental expenditure and revenue impacts and may not provide a comprehensive summary of the legislation.

Bill Number: S. 0866 Introduced on January 29, 2026
Subject: Municipal Tax Relief Act
Requestor: Senate Finance
RFA Analyst(s): Bryant
Impact Date: March 9, 2026

Fiscal Impact Summary

This bill enacts the Municipal Tax Relief Act. The bill authorizes municipalities in counties that do not currently impose a local sales tax to impose up to a 1 percent sales and use tax by ordinance, subject to a referendum, to provide a property tax credit for owner-occupied homes and to finance certain projects. The bill also specifies the manner in which the tax must be imposed and administered and the method by which the property tax credit is calculated.

This bill will have no expenditure impact on the Department of Revenue (DOR). DOR indicates that although the bill will require system and form changes, the department will manage the provisions of the bill with current processes.

The State Treasurer’s Office (STO) indicates that this bill may increase expenses by \$400 for initial set up and an average of \$170 per quarter to perform calculations, distribute funds, and send communications to participating municipals. However, STO reports that it will manage the requirements of the bill with existing staff and resources.

The Municipal Association of South Carolina (MASC) indicates that the expenditure impact of this bill will depend upon whether municipalities choose to pursue the tax and whether voters approve it. MASC notes that municipalities fund costs associated with the referendum required to impose the tax, which vary.

Based on current local option sales taxes, the municipalities located in Beaufort County, Greenville County, and Oconee County currently qualify to impose this tax. As municipalities may choose whether to impose the up to 1 percent sales tax, the overall revenue impact will depend on the number of qualifying municipalities that choose to impose the sales tax. For a listing of net taxable sales and estimated sales tax from a 1 percent tax in FY 2024-25 for the municipalities in these counties, please see the Local Revenue Section.

Explanation of Fiscal Impact

Introduced on January 29, 2026

State Expenditure

This bill enacts the Municipal Tax Relief Act. The bill authorizes a municipal governing body of a municipality wholly or partially located in a county that does not impose any local sales tax

pursuant to Chapter 10 or Chapter 37, Title 4 or any local law enacted by the General Assembly to impose a sales and use tax not to exceed 1 percent by ordinance within the municipality for a specific purpose or purposes for a limited amount of time. The bill specifies that no less than 20 percent of the revenues collected pursuant to this bill must be used to provide a credit against a taxpayer's municipal property taxes on owner occupied property. Any revenues not dedicated to tax relief may be used to defray the cost associated with projects authorized in the bill including, but not limited to, debt service on bonds issued to pay for such projects. DOR will administer the tax, and the revenue will be deposited with the State Treasurer in a fund separate and distinct from the General Fund. STO will be responsible for distributing the tax revenue to municipalities.

Department of Revenue. This bill will have no expenditure impact on DOR. DOR indicates that although the bill will require system and form changes, the department will manage the provisions of the bill with current processes.

State Treasurer's Office. STO indicates that this bill may increase expenses by \$400 for initial set up and an average of \$170 per quarter to perform calculations, distribute funds, and send communications to participating municipals. However, STO reports that it will manage the requirements of the bill with existing staff and resources.

State Revenue

N/A

Local Expenditure

This bill enacts the Municipal Tax Relief Act, which authorizes a municipal governing body of a municipality wholly or partially located in a county that does not impose any local sales tax pursuant to Chapter 10 or Chapter 37, Title 4 or any local law enacted by the General Assembly to impose a sales and use tax not to exceed 1 percent. The tax may be imposed by ordinance, subject to a referendum at the next general election. From the revenue generated, 20 percent must be used to fund an owner-occupied property tax credit, and the remaining revenue may be used for designated projects.

MASC indicates that the expenditure impact of this bill will depend upon whether municipalities choose to pursue the tax and whether voters approve it. MASC notes that municipalities must fund costs associated with the referendum required to impose the tax, the costs of which vary depending on a number of factors.

Local Revenue

This bill enacts the Municipal Tax Relief Act, which authorizes a municipal governing body of a municipality wholly or partially located in a county that does not impose any local sales tax pursuant to Chapter 10 or Chapter 37, Title 4 or any local law enacted by the General Assembly to impose a sales and use tax not to exceed 1 percent. The tax may be imposed by ordinance, subject to a referendum to be held at the next general election. The bill specifies that no less than 20 percent of the revenues collected pursuant to this bill must be used to provide a credit against a taxpayer's municipal property taxes on owner-occupied property. Any revenues not dedicated

to tax relief may be used to defray the cost associated with projects authorized in the bill including, but not limited to, debt service on bonds issued to pay for designated projects.

Based on Information Letter #26-5 published by DOR, municipalities located in Beaufort County, Greenville County, and Oconee County currently qualify to impose this tax. As municipalities may choose whether to impose the up to 1 percent sales tax, the local revenue generated will depend on the number of qualifying municipalities that choose to impose the sales tax. The table below provides the estimated local sales tax of 1 percent for the eligible municipalities based on net taxable sales for FY 2024-25.

FY 2024-25 Net Taxable Sales and Estimated 1% Sales Tax

County	City	Net Taxable Sales	1% of Net Taxable Sales
Beaufort	Beaufort	\$827,585,096	\$8,275,851
Beaufort	Bluffton	\$727,533,332	\$7,275,333
Beaufort	Hardeeville	***	***
Beaufort	Hilton Head Island	\$1,630,812,971	\$16,308,130
Beaufort	Port Royal	\$65,467,536	\$654,675
Beaufort	Yemassee	\$342,851	\$3,429
Greenville	Fountain Inn	\$81,073,831	\$810,738
Greenville	Greenville	\$5,014,567,363	\$50,145,674
Greenville	Greer	\$464,249,080	\$4,642,491
Greenville	Mauldin	\$242,952,253	\$2,429,523
Greenville	Simpsonville	\$541,066,663	\$5,410,667
Greenville	Travelers Rest	\$215,455,124	\$2,154,551
Oconee	Salem	\$9,969,676	\$99,697
Oconee	Seneca	\$405,481,142	\$4,054,811
Oconee	Walhalla	\$41,314,300	\$413,143
Oconee	West Union	\$32,698,819	\$326,988
Oconee	Westminster	\$33,340,330	\$333,403

Source: S.C. Department of Revenue Net Taxable Sales

*** Not disclosed

Frank A. Rainwater, Executive Director



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 04/07/2026
From: Scott Marshall, City Manager
Item Name: A Resolution expressing opposition to the proposed termination of the History Program at the University of South Carolina Beaufort and memorializing Council's unanimous support previously expressed through a signed letter
Meeting Date: April 14, 2026
Department: City Managers Office

Background Information:

Introduction:

Consideration of a Resolution expressing the City of Beaufort's opposition to the proposed termination of the History Program at the University of South Carolina Beaufort (USCB) and formally memorializing Council's previously expressed unanimous support through a signed letter submitted to the South Carolina Commission on Higher Education.

Background:

The University of South Carolina Beaufort serves as a key regional institution providing accessible higher education opportunities within the Lowcountry. The History Program, in particular, plays a significant role in preparing educators, preservation professionals, and civic leaders while supporting heritage tourism and local workforce development.

The City of Beaufort's identity and economy are deeply tied to its historic assets, including its designation as a National Historic Landmark District and its association with the Reconstruction Era National Historical Park. The History Program at USCB contributes directly to the preservation, interpretation, and promotion of this heritage through place-based learning and partnerships with local institutions.

City Council, together with the Mayor, previously expressed unanimous opposition to the proposed termination of the program through a jointly signed letter to the South Carolina Commission on Higher Education. The proposed Resolution formalizes and memorializes that

position while reinforcing the City's support for the continuation of the program.

Legal Authority:

Pursuant to the Council-Manager form of government established under South Carolina law, City Council possesses the authority to adopt resolutions expressing policy positions, advocating on matters of regional or statewide importance, and representing the interests of the municipality and its residents.

Staff Recommendation:

Staff recommends approval of the Resolution.

Adoption will formally memorialize Council's previously expressed unanimous position, reaffirm the City's commitment to preserving and advancing its historic and cultural assets, and advocate for the continuation of an academic program that supports workforce development, heritage tourism, and community partnerships within the Beaufort region.

Placed on Agenda For:

Action

Attachments:

1. Resolution re USCB History Program 4-14-26
2. Exhibit A - History Program USCB Letter

Resolution 2026/07

A RESOLUTION EXPRESSING OPPOSITION TO THE PROPOSED TERMINATION OF THE HISTORY PROGRAM AT THE UNIVERSITY OF SOUTH CAROLINA BEAUFORT AND MEMORIALIZING COUNCIL'S UNANIMOUS SUPPORT PREVIOUSLY EXPRESSED THROUGH A SIGNED LETTER

WHEREAS, the University of South Carolina Beaufort serves as a critical regional institution of higher education providing accessible academic opportunities to residents of Beaufort and the surrounding Lowcountry; and

WHEREAS, the City of Beaufort possesses a rich and nationally significant history, including its role in the colonial, Revolutionary, Civil War, and Reconstruction eras, as well as its designation as a National Historic Landmark District and home to the Reconstruction Era National Historical Park; and

WHEREAS, the History Program at USCB plays a vital role in preserving, interpreting, and advancing understanding of this heritage by educating future teachers, preservationists, and civic leaders; and

WHEREAS, heritage tourism is a major economic driver in Beaufort County, generating substantial economic activity and tax revenues, and relies upon a well-educated workforce grounded in historical knowledge and interpretation; and

WHEREAS, USCB's History Program provides experiential, place-based educational opportunities that connect students with local institutions, including museums, parks, and preservation organizations, thereby strengthening workforce development and community partnerships; and

WHEREAS, the program supports first-generation and place-bound students by providing access to a comprehensive liberal arts education within the region; and

WHEREAS, the History Program is expected to serve as a key academic pathway supporting teacher preparation programs, addressing workforce needs in middle and high school education; and

WHEREAS, the elimination of the History Program would diminish academic offerings, weaken workforce development pipelines, and negatively impact the cultural and economic vitality of the Beaufort community; and

WHEREAS, all members of City Council, together with the Mayor, have already expressed their unanimous opposition to the proposed termination by signing a letter addressed to the South Carolina Commission on Higher Education, attached hereto as **Exhibit "A"** ; and

WHEREAS, City Council desires to formally memorialize and reaffirm that unanimous position through adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEAUFORT, SOUTH CAROLINA, AS FOLLOWS:

1. **Prior Action Acknowledged.** City Council hereby acknowledges that all members of Council, together with the Mayor, have previously signed and transmitted a letter opposing the proposed termination of the History Program at the University of South Carolina Beaufort.
2. **Opposition Reaffirmed.** The City Council formally reaffirms its unanimous opposition to the proposed termination of the History Program.
3. **Support Affirmed.** The City Council expresses its strong support for the continuation and strengthening of the History Program as an essential component of the university's mission and the region's cultural and economic vitality.
4. **Advocacy Encouraged.** The City Council urges the South Carolina Commission on Higher Education and USCB leadership to reconsider the proposed action and to collaborate with community stakeholders to sustain and enhance the program.
5. **Exhibit Incorporated.** The previously signed letter, attached as Exhibit "A," is hereby incorporated by reference as part of this Resolution as a reflection of Council's unified position.
6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

ADOPTED this ____ day of _____, 2026.

CITY OF BEAUFORT, SOUTH CAROLINA

Philip E. Cromer, Mayor

ATTEST:

Traci Guldner, City Clerk

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

April 7, 2026

L. Jeffrey Perez, Ph.D.
President and Executive Director
South Carolina Commission on Higher Education
1122 Lady Street, Suite 400
Columbia, S.C. 29201

RE: History Program at USC Beaufort

Dear Dr. Perez and Members of the Commission,

As Mayor of the City of Beaufort and President of the Beaufort County Historical Society, I write to strongly oppose the proposed termination of the History Program at the University of South Carolina Beaufort (USCB).

For Beaufort, history is not an abstract academic discipline—it is central to our identity, economy, and civic life. Our city is nationally recognized for its significance in the colonial, Revolutionary, Civil War, and Reconstruction eras, including a National Historic Landmark District and the Reconstruction Era National Historic Park. USCB plays a vital role in preserving and interpreting this legacy by educating future teachers, preservationists, and civic leaders. Eliminating the History program would weaken both the university's mission and the region it serves.

The History program is directly aligned with workforce and economic needs. Heritage tourism is a major driver of Beaufort County's economy, generating \$1.6 billion annually and more than \$4.6 million in local hospitality and accommodations tax revenues. USCB's experiential, place-based courses—such as *History of the Lowcountry*—combine classroom learning with on-site engagement at historic locations, connecting students with park rangers, archaeologists, preservationists, and civic leaders. These efforts have helped attract and retain majors. Since 2023, internships in public history have tripled, leading to employment opportunities with local museums, parks, and preservation organizations.

The program also expands regional access and opportunity. USCB serves many first-generation and place-bound students who rely on local academic options. Eliminating

the History major reduces academic choice and limits access to a comprehensive liberal arts education. Moreover, with the launch of USCB's new MAT program, the History major will serve as a primary pathway for preparing middle and high school social studies teachers—addressing a clear and growing workforce need.

Beyond economics, history education is essential to civic understanding and informed discourse. At a time when critical thinking and historical context are increasingly important, reducing investment in history sends the wrong message about the values of public higher education. As a regional public institution, USCB should reflect and serve the character of the Lowcountry, not retreat from it.

Once eliminated, programs like this are difficult to restore. Any short-term savings would be outweighed by long-term cultural, educational, and economic costs.

I respectfully urge the Commission to reconsider this proposal and work with USCB and community stakeholders to strengthen the university's role in preserving and educating our region's historical legacy.

Thank you for your consideration and service to the people of South Carolina.

Respectfully,



Philip E. Cromer
Mayor, City of Beaufort



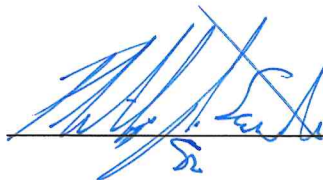
Mayor Pro Tem, Mike McFee



Councilman Neil Lipsitz



Councilman Mitch Mitchell



Councilman Josh Scallate



City of Beaufort
Department Request for City Council Agenda Item

To: City Council **Date:** 04/08/2026
From: Scott Marshall, City Manager
Item Name: A Resolution of the City Council of the City of Beaufort, South Carolina, Authorizing the City Manager to Execute a Grant Agreement with the Beaufort County Economic Development Corporation for Economic Development Activities within the Beaufort Commerce Park
Meeting Date: April 14, 2026
Department: City Managers Office

Background Information:

Introduction:

City Council is requested to approve a Grant Agreement between the City of Beaufort and the Beaufort County Economic Development Corporation (BCEDC) in the amount of \$1,000,000 to support site development and related economic development initiatives within the Beaufort Commerce Park.

Background:

The City is under contract to sell approximately 31.79 acres within the Beaufort Commerce Park to Clarendon Farms, LLC for \$2,271,600. As part of the broader transaction structure, BCEDC has agreed to execute a related license agreement necessary to facilitate the project.

Upon receipt of sale proceeds, the City intends to reinvest \$1,000,000 into the Commerce Park to advance site readiness and economic development opportunities. BCEDC is uniquely positioned to implement these improvements and has agreed to administer the funds in accordance with strict conditions outlined in the Agreement.

The Agreement includes:

- Restriction of funds to capital and site development activities (e.g., engineering, grading, infrastructure)

- Prohibition on use for operational expenses
- Segregation of funds
- Quarterly and annual reporting requirements
- Reversion of unused funds under specified conditions
- A term of up to five years, with potential renewals

The City's obligation to fund the Agreement is contingent upon the successful closing of the property sale and execution of related agreements.

Legal Authority:

Pursuant to South Carolina law and the City's general powers to promote economic development and manage municipal property and finances, City Council may authorize the expenditure of funds for public purposes, including economic development initiatives.

The Agreement includes standard contractual provisions, representations, indemnification, and dispute resolution through arbitration under the South Carolina Uniform Arbitration Act.

Staff Recommendation:

Staff recommends approval of the Resolution authorizing execution of the Agreement.

The proposed grant represents a strategic reinvestment of proceeds from the sale of City-owned property into the Beaufort Commerce Park, positioning the site for future economic development opportunities. The Agreement includes appropriate safeguards to ensure accountability, restricted use of funds, and measurable outcomes.

Approval of this item will allow the City to leverage an experienced economic development partner while maintaining oversight and ensuring alignment with Council's economic development objectives.

Placed on Agenda For:

Action

Attachments:

1. Resolution 2026 08 - Agreement with BCEDC
2. Exhibit "A" - Agreement with BCEDC

Resolution 2026/08

A Resolution Authorizing the City Manager to Execute a Grant Agreement with the Beaufort County Economic Development Corporation for Economic Development Activities within the Beaufort Commerce Park

WHEREAS, the City of Beaufort (the “City”) owns approximately 31.79 acres of property within the Beaufort Commerce Park, which it intends to sell to Clarendon Farms, LLC; and

WHEREAS, as part of the transaction, the City anticipates receiving proceeds in the amount of \$2,271,600.00; and

WHEREAS, the City desires to allocate a portion of those proceeds, in the amount of One Million Dollars (\$1,000,000.00), to support site development and related economic development initiatives within the Beaufort Commerce Park; and

WHEREAS, the Beaufort County Economic Development Corporation (“BCEDC”) is uniquely positioned to advance such initiatives and has agreed to utilize the grant funds solely for those purposes; and

WHEREAS, the proposed Grant Agreement between the City and BCEDC sets forth the terms and conditions governing the use, administration, and reporting of the grant funds, and is attached hereto and incorporated herein as **Exhibit “A”**;

WHEREAS, the Agreement is conditioned upon (i) the successful sale of the property and (ii) execution of a related license agreement required for the transaction;

WHEREAS, City Council finds that entering into the Agreement serves a valid public purpose by promoting economic development, job creation, and infrastructure investment within the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Beaufort, South Carolina:

1. **Approval of Agreement (Exhibit “A”).**
City Council hereby approves the Grant Agreement between the City of Beaufort and the Beaufort County Economic Development Corporation, attached hereto and incorporated herein by reference as **Exhibit “A”**.
2. **Authorization to Execute.**
The City Manager is hereby authorized to execute the Agreement in substantially the form attached as Exhibit “A,” together with such minor modifications as the City Manager, in consultation with the City Attorney, deems necessary and appropriate to carry out the intent of this Resolution.

3. **Use of Funds.**

The grant funds shall be used solely for site development and economic development activities within the Beaufort Commerce Park, consistent with the terms set forth in Exhibit "A."

4. **Conditions Precedent.**

The City's obligation to fund the Agreement is expressly conditioned upon the successful closing of the property sale and satisfaction of all conditions set forth in Exhibit "A."

5. **Effective Date.**

This Resolution shall take effect immediately upon adoption.

ADOPTED this 14th day of April, 2026.

CITY OF BEAUFORT, SOUTH CAROLINA

Philip E. Cromer, Mayor

ATTEST:

Traci Guldner, City Clerk

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE § 15-48-10, ET SEQ.

AGREEMENT

This Agreement (the "Agreement") is entered into as of the ____ day of _____, 2026 (hereinafter the "Effective Date") by and between the Beaufort County Economic Development Corporation, a South Carolina nonprofit corporation ("BCEDC") and the City of Beaufort, South Carolina ("City").

RECITALS

WHEREAS, the City is the owner of approximately 31.79 acres of real property identified as Lots A, C, E, F, H, and J within the Beaufort Commerce Park and located within the corporate limits of the City of Beaufort (the "Property"), which it intends to sell to Clarendon Farms, LLC (hereinafter "Clarendon") for two million two hundred seventy-one thousand six hundred dollars (\$2,271,600.00);

WHEREAS, the Clarendon's purchase of the Property is conditioned upon the City's delivery to Clarendon of a license agreement which in the form attached hereto as Exhibit A (the "License Agreement") for use of a portion of the Property as a borrower pit in accordance with the terms thereof which has been duly executed by BCEDC;

WHEREAS, following the sale of the Property and the City's receipt of the proceeds of the sale, the City intends to apply a portion of the proceeds equal to one million dollars (\$1,000,000.00) to the advancement of site development and related economic development initiatives within the Beaufort Commerce Park; and

WHEREAS, BCEDC is uniquely situated to advance site development and related economic development initiatives within the Beaufort Commerce Park and the City intends to make a grant of the one million dollars (\$1,000,000.00) to BCEDC to be used for those purposes only.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**ARTICLE I
THE GRANT**

1.1 Grant Commitment. Subject to the terms and conditions of this Agreement, the City agrees to make a grant to BCEDC in the sum of one million dollars (\$1,000,000.00) (hereinafter the "Grant"). The Grant shall be in consideration of BCEDC's use of the Grant funds for the purposes of advancement of site development and related economic development initiatives within the Beaufort Commerce Park in a manner consistent with the provisions of this Agreement. The Grant is conditioned upon BCEDC's timely execution of the License Agreement and City's sale of the Property to Clarendon for an amount greater than or equal

EXHIBIT "A"

to two million two hundred seventy-one thousand six hundred dollars (\$2,271,600.00). If either of those conditions are not met, the City shall have no obligation to make the Grant.

1.2 Payment of Grant Funds. The City shall pay the Grant funds to BCEDC within thirty (30) days of the City's receipt of the proceeds of the sale of the Property.

1.3 Use and Stewardship of Grant Funds.

- a. Grant funds shall be used solely for site development and related economic development activities within the Beaufort Commerce Park, including but not limited to engineering, grading, infrastructure work, and other eligible improvements that advance economic development objectives within the Beaufort Commerce Park. The Grant funds shall not be used for any purpose associated with BCEDC's day-to-day operations.
- b. BCEDC shall hold and manage the Grant Funds in an account separate from its operating account and sequestered from its other funds or otherwise clearly identify Grant funds as restricted funds dedicated to the uses described in Art. 1.3.a., above.
- c. In the event BCEDC ceases to exist, is dissolved, or otherwise becomes unable to perform meet the requirements of this Agreement, all remaining Grant Funds shall be returned to the City within ninety (90) days of such event.
- d. BCEDC shall provide the City with regular updates regarding its use of the Grant funds on a quarterly or more frequent basis.
- e. BCEDC shall provide the City with an annual summary of expenditures and project activities funded by the Grant Funds.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES**

2.1 The City's Representations and Warranties. The City represents and warrants to BCEDC on and as of the Effective Date, as follows:

- a. The City has full legal right, power, and authority to pay the Grant Funds to BCEDC, and has full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.
- b. The City has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City to carry out, give effect to, and consummate the transactions contemplated by this Agreement.
- c. This Agreement constitutes a legal, valid, and binding obligation of the City, enforceable in accordance with its terms.

EXHIBIT "A"

- d. There is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City, threatened against the City, nor to the best of the knowledge of the City is there any basis therefor, which in any manner questions the powers of the City referred to in Art. 2.1.a., above, or the validity of any proceedings taken by the City Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby and hereby).

2.2 BCEDC's Representations and Warranties. BCEDC represents and warrants to the City on and as of the Effective Date and on and as of the Termination Date, as follows:

- a. BCEDC has full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.
- b. BCEDC has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the BCEDC to carry out, give effect to, and consummate the transactions contemplated by this Agreement.
- c. This Agreement constitutes a legal, valid, and binding obligation of BCEDC, enforceable in accordance with its terms.
- d. There is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of BCEDC, threatened against BCEDC, nor to the best of the knowledge of the BCEDC is there any basis therefor, which in any manner questions the powers of the BCEDC referred to in Section 5.02(a) above, or the validity of any proceedings taken by BCEDC in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby and hereby).
- e. BCEDC is not in default in the payment of any municipal, county, state, or federal tax.
- f. BCEDC will remain in compliance with all applicable municipal, county, state, and federal laws and regulations.
- g. BCEDC has filed copies of all statements and reports which, to the knowledge of BCEDC, are required to be filed with any governmental authority, agency, commission, board, or bureau.

**ARTICLE III
TERM AND TERMINATION**

- 3.1 Effective Date. The provisions of this Agreement shall become effective and be enforceable commencing on the _____ day of _____, 2026 (herein the "Effective Date").
- 3.2 Termination.
- a. This agreement shall terminate upon the earliest occurrence of the following:
 - (1) Five years from the Effective Date, unless renewed for subsequent terms pursuant to Art. 3.2.b., below;
 - (2) The expenditure of all of the Grant funds;
 - (3) The mutual written agreement of the parties to terminate the Agreement; and
 - (4) The occurrence of an event of default, as described herein, and the defaulting party's failure to cure such default.
 - b. Renewal. If the Agreement is not terminated in the initial five-year term commencing on the Effective Date, the Agreement shall be renewed for a second five-year term if neither party has given the other party notice, in writing, during the initial term, that it does not wish to renew for an additional term. If the Agreement is renewed for a second five-year and is not terminated during that term, the Agreement shall be renewed for a third five-year term if neither party has given the other party notice, in writing, during the initial term, that it does not wish to renew for an additional term. The Agreement shall not be renewed for any additional terms following a third five-year term except upon mutual written agreement of the parties.
 - c. Duties Upon Termination. If the Agreement is terminated for any reason other than the expenditure of all of the Grant funds, BCEDC shall immediately return any unexpended Grant funds to the City upon the termination date.

**ARTICLE IV
DEFAULT**

- 4.1 Events of Default. The following shall constitute events of default:
- a. A breach of the provisions of this Agreement by either party;
 - b. The dissolution or winding up of BCEDC;
 - c. BCEDC's failure to comply with the provisions of the License Agreement;

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- d. BCEDC's becoming insolvent or bankrupt; and
 - e. The happening of any event which reasonably calls into question BCEDC's ability to prospectively comply with the provisions of this Agreement.
- 4.2 Right to Cure. If one party discovers a default on the part of the other party, the defaulting party shall be afforded a twenty (20) day period in which to cure the default, following notice, in writing, of the event of default.
- 4.3 No Waiver. Either party's failure to give notice to the other party of an event of default shall not constitute a waiver of the non-defaulting party's rights and remedies hereunder with regard to that particular event of default or any other event of default.
- 4.4 Remedies. If a defaulting party has been afforded the right to cure a default and has failed to do so, the following remedies, shall be available to the non-defaulting party:
- a. Termination of the Agreement;
 - b. The return of any unexpended Grant funds;
 - c. The award of all costs and expenses, including without limitation reasonable attorneys' fees, associated with the non-defaulting party's efforts to enforce the provisions of this Agreement, including any litigation related to an event of default; and
 - d. All other remedies available to the party at law or equity.

**ARTICLE V
GENERAL PROVISIONS**

- 5.1 Amendments. This Agreement cannot under any circumstance be modified or amended orally, and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both BCEDC and the City.
- 5.2 Governing Law. This Agreement shall be deemed to be a contract made under and subject to the laws of the State of South Carolina. The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement (without reference to choice of law principles).
- 5.3 Dispute Resolution and Arbitration. The parties shall make a good faith effort to resolve, through negotiation, any dispute that arises related to this agreement. If no resolution can be reached following the parties good faith efforts to negotiate, the dispute shall be resolved solely and exclusively by binding arbitration, before a single arbitrator, in accordance with

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the Commercial Arbitration Rules of the American Arbitration Association then in effect. By submitting to binding arbitration, each of the parties hereby waives its right to a trial by jury.

- 5.4 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any rights or claims in any third party.
- 5.5 Waiver of Personal Liability. No covenant, obligation, or agreement contained herein shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, director, agent, or employee of BCEDC or the City, in any other than his or her official capacity, and neither the members of the City Council or the officers of BCEDC, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of BCEDC or the City contained in this Agreement.
- 5.6 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to hereto with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.
- 5.7 Severability. If any provision of this Agreement, or any covenant, obligation, or agreement contained herein, is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.
- 5.8 Headings. The captions or section titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.
- 5.9 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature or PDF, each deemed an original.
- 5.10 Notices. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been given or made three days after having been deposited in the mail, postage prepaid, return receipt requested, or one day after having been delivered to an overnight delivery service, addressed as set forth below or to such other address as may be hereafter designated in writing by the respective parties hereto:

City: City Administrator
1911 Boundary Street
Beaufort, South Carolina 29902

EXHIBIT "A"

BCEDC: Executive Director
7 Venture Drive, No. 100
Bluffton, South Carolina 29910

- 5.11 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties and their respective successors and assigns, except that parties may not transfer or assign any of their rights or interests hereunder without the prior written consent of the other party.
- 5.12 Indemnification. BCEDC shall defend, indemnify, and hold harmless the City and its agents and employees from and against any and all claims, actions, damages, losses, expenses, and costs of every nature and kind, including reasonable attorney’s fees, incurred by or asserted or imposed against the City arising out of the BCEDC’s actions with respect to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the dates set forth below to be effective as of the Effective Date.

CITY OF BEAUFORT, SOUTH CAROLINA:

By: _____

Name: _____

Title: _____

Date: _____

BEAUFORT COUNTY ECONOMIC DEVELOPMENT CORPORATION:

By: _____

Name: _____

Title: _____

Date: _____