

**CITY OF BEAUFORT**  
1911 BOUNDARY STREET  
BEAUFORT MUNICIPAL COMPLEX  
BEAUFORT, SOUTH CAROLINA 29902  
(843) 525-7070  
**CITY COUNCIL WORKSESSION AGENDA**  
**May 13, 2025**

**STATEMENT OF MEDIA NOTIFICATION**

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

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

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

**I. CALL TO ORDER**

A. Philip Cromer, Mayor

**II. EMPLOYEE NEW HIRE RECOGNITION**

- A. Municipal Court - Dana Wessels
- B. Police Department - Nathan Mortimer

**III. PRESENTATION**

- A. Interviews of Applicants for Boards, Commissions and Committees
- B. County Composting Program Partnership Proposal

**IV. DISCUSSION ITEMS**

- A. Beaufort - Jasper Housing Trust update
- B. IGA for Indigent Defense Services w/ Town of Bluffton
- C. Parking Ordinance Updates
- D. Short-Term Rental Regulations

**V. ADJOURN**



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 4/10/2025  
**FROM:** Traci Guldner, City Clerk  
**AGENDA ITEM TITLE:** Interviews of Applicants for Boards, Commissions and Committees  
**MEETING DATE:** 5/13/2025  
**DEPARTMENT:** City Clerk

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*BACKGROUND INFORMATION:*

Michael Andersen is seeking appointment to the Park and Tree Advisory Committee (PTAC).

Libby Anderson is seeking appointment to the Planning Commission (PC).

Parker Moore is seeking reappoint on the Zoning Board of Appeals (ZBOA).

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***PLACED ON AGENDA FOR:*** Discussion

**REMARKS:**

**ATTACHMENTS:**

Description	Type	Upload Date
Michael Andersen	Backup Material	5/1/2025
Libby Anderson	Backup Material	4/10/2025
Parker Moore	Backup Material	4/10/2025

**Traci Guldner**

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**From:** noreply@civicplus.com  
**Sent:** Thursday, March 27, 2025 9:31 AM  
**To:** Traci Guldner  
**Subject:** Online Form Submittal: City of Beaufort Board and Commission Application

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

**City of Beaufort Board and Commission Application**

Select the board, commission or committee you are interested in applying for. You can choose more than one board. Parks & Trees Advisory Committee (PTAC)\*

*\*Note: Members of planning-related boards are required to take six hours of introductory training within their first year of service and three hours every year thereafter.*

**Applicant Information**

First Name	Michael
Last Name	Andersen
Home address	[REDACTED]
City	Beaufort
State	SC
Zip	29902
Day Phone Number	[REDACTED]
Email Address	[REDACTED]
If you do not reside in the City of Beaufort, do you	Own property in the city?
Business address	Field not completed.

Business hours	<i>Field not completed.</i>
Statement of qualifications and interest	<i>Field not completed.</i>
Please Enter Basic Resume Information Below	<i>Field not completed.</i>
Electronic Signature Agreement	I agree.
Electronic Signature	Michael James Drummond Andersen

Email not displaying correctly? [View it in your browser.](#)

**Traci Guldner**

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, April 9, 2025 7:03 PM  
**To:** Traci Guldner  
**Subject:** Online Form Submittal: City of Beaufort Board and Commission Application

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

### City of Beaufort Board and Commission Application

Select the board, Planning Commission (PC)\*  
commission or  
committee you are  
interested in applying  
for. You can choose  
more than one board.

*\*Note: Members of planning-related boards are required to take six hours of introductory training within their first year of service and three hours every year thereafter.*

#### Applicant Information

First Name Libby

Last Name Anderson

Home address

City Beaufort

State SC

Zip 29902

Day Phone Number

Email Address

If you do not reside in the City of Beaufort, do you *Field not completed.*

Business address *Field not completed.*

Business hours

*Field not completed.*

Statement of qualifications and interest

After serving as the City's Director of Planning and Development Services for 22 years, I would like to bring my planning experience, familiarity with the City and surrounding region, and institutional knowledge, to serve on the Planning Commission. Since retiring from the City, I received my Lowcountry Master Naturalist certification, graduated from the Clemson Beaufort County Senior Leadership program, and in 2021, began working part-time with the Beaufort County Planning and Zoning Department. I volunteer at the Reconstruction Era National Historical Park and work at the Beaufort County Board of Voter Registration and Elections during early voting. Prior to COVID, I volunteered at the Beaufort Visitor Center and was a docent at the USCB Center for the Arts. Beaufort and planning are my passions. I would like to continue putting my professional planning experience, time, and energy into my community by serving on the Planning Commission.

Please Enter Basic Resume Information Below

#### PROFESSIONAL EXPERIENCE

Director of Planning and Development Services, City of Beaufort, SC

Coordinated all planning and development activities including comprehensive planning, historic preservation, subdivision review, site plan review, annexation, community development, building codes, and codes compliance. Staffed five standing citizen committees and numerous ad hoc groups. Facilitated preparation of two comprehensive plans, special area plans, a Unified Development Ordinance, and a form-based code. Assisted with grant applications (4 CDBG and 3 DOT) and implementation of streetscape projects. (1996 to 2018)

Planner (Part-Time), Beaufort County Planning & Zoning Department, Beaufort, SC

Assisted with preparation of 2040 Comprehensive Plan and County Bicycle & Pedestrian Plan. Provide staff support to Northern Regional Plan Implementation Committee and administrative support to the Green Space Advisory Committee. Review plans for new single-family construction for compliance with Development Code. (2021 to present)

#### PROFESSIONAL CERTIFICATIONS

American Institute of Certificated Planners  
Certified Floodplain Manager  
Congress of New Urbanism-Accredited

#### EDUCATION

Master of City Planning, concentration in environmental planning, Boston University

B.S., Biology, concentration in ecology and environmental science, SUNY Binghamton

**ADDITIONAL PROFESSIONAL EXPERIENCE**

Senior Planner, Neighborhood Planning, City of Savannah, GA  
Directed all aspects of neighborhood planning relating to the City's \$3.5 million CDBG entitlement. Supervised planners responsible for planning activities in 12 low-/moderate-income neighborhoods. (1994 to 1996)

Senior Planner, Strategic & Long-Range Planning, City of Greenville, NC

Directed development of comprehensive plan for 12th largest city in North Carolina. Coordinated all aspects of planning program including public participation, policy analysis, land use and demographic analyses, and citizen committee work. Prepared special area plans--district plans and corridor studies--as amendments to new comprehensive plan. (1988 to 1994)

Senior Land Use Planner, Mid-East Commission, Washington, NC

Prepared comprehensive land use plans for six towns and North Carolina's eight largest county. Compiled and analyzed socioeconomic statistics, inventoried and mapped land uses and development constraints, and worked with citizen committees to develop policy objectives and implementation strategies as part of coastal area planning program. (1986 to 1988)

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Electronic Signature Agreement

I agree.

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Electronic Signature

Libby Anderson

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Email not displaying correctly? [View it in your browser.](#)

**Traci Guldner**

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**From:** noreply@civicplus.com  
**Sent:** Thursday, March 6, 2025 11:34 AM  
**To:** Traci Guldner  
**Subject:** Online Form Submittal: City of Beaufort Board and Commission Application

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

### City of Beaufort Board and Commission Application


Select the board, **Zoning Board of Appeals (ZBOA)\***  
commission or  
committee you are  
interested in applying  
for. You can choose  
more than one board.

*\*Note: Members of planning-related boards are required to take six hours of introductory training within their first year of service and three hours every year thereafter.*

#### Applicant Information

First Name Parker


Last Name Moore

Home address 

City Beaufort

State SC

Zip 29902

Day Phone Number 

Email Address 

If you do not reside in the City of Beaufort, do you *Field not completed.*

Business address *Field not completed.*

**Statement of qualifications  
and interest**

The members of the Zoning Board of Appeals play a crucial role in the administration of the Beaufort Code. The City has benefited from a dedicated roster of citizen volunteers over the years, and I would be honored to continue that tradition as a member of the ZBOA.

As the Chair of the Natural Resources and Project Development practice group for the nation's oldest and largest environmental law firm, I have nearly two decades of experience counseling Fortune 500 companies through the federal permitting and authorization processes that govern major proposed infrastructure and development projects across the country (with the exception of the LowCountry, where I do not take on project development engagements). Among the projects for which I have recently served as or am currently the lead environmental permitting counsel are the new Tappan Zee Bridge (aka Mario M. Cuomo Bridge) project in Tarrytown, NY; BNSF Railway Company's Kansas City Intermodal Facility; the North Texas Municipal Water District's Bois d'Arc Lake drinking water reservoir project in Fannin County, TX; Chevron Phillips Chemical Company's U.S. Gulf Coast Cracker II project in Orange, TX; and Valero Energy's Diamond Pipeline project in Oklahoma, Arkansas, and Tennessee. In addition, as a Special Attorney General appointed by the legislatures of Ohio and North Dakota, I have advised state agencies in the execution of their statutory authorities under federal and state environmental law. In short, I advise commercial interests and public entities nationwide in how to design their projects to meet or exceed applicable regulatory standards and how to conduct their activities in full compliance with law.

These experiences provide me with an excellent foundation for understanding and impartially applying the provisions of the Beaufort Code to any matters that may come before the ZBOA. I would welcome the opportunity to do so.

Please Enter Basic Resume  
Information Below

W. PARKER MOORE



**EDUCATION**

Vermont Law School South Royalton, VT  
Juris Doctor, 2004

Vermont Law Review: Articles Editor

VLS Highest Achievement Awards: Property Law; Appellate

**Advocacy; Watershed Management & Protection**

**The University of the South Sewanee, TN  
Bachelor of Science in Natural Resources, June 1999  
Minor: Environmental Ethics/Philosophy  
Order of the Gownsmen**

**PROFESSIONAL EXPERIENCE**

**Beveridge & Diamond, PC, Washington, D.C.; Principal (2004 - present)**

**Currently maintaining a practice involving environmental regulatory compliance and litigation. This practice focuses on issues related to the Endangered Species Act, the Clear Water Act, and the National Environmental Policy Act.**

**White House Council on Environmental Quality (CEQ), Washington, D.C.**

**Assisted CEQ Chairman, James L. Connaughton, with drafting position papers and keynote speeches that were**

**Served as a member of the interagency Integrated Planning working group, which was established under Executive Order 13274 to develop a protocol for coordinating transportation planning with project tiering and environmental review processes.**

**Evaluated Environmental Impact Statements, Environmental Assessments, FONSI determinations, and categorical exclusion submissions for compliance with NEPA. (2003)**

**Williamsburg Environmental Group, Sterling, VA; Wetlands Ecologist (1999 - 2001)**

**Conducted wetland delineations, Phase I environmental site assessments, major/minor water quality impact assessments, stream/habitat assessments, threatened and endangered species surveys, wetland mitigation planning and monitoring, and Environmental Impact Statements.**

**PERSONAL**

**Boy Scouts of America – Eagle Scout; Order of the Arrow  
Lightning/Weather Photographer**

**Struggling Banjo Player**

**Avid Outdoorsman – Saltwater Fishing; Camping; Skiing;  
SCUBA Diving**



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 5/7/2025  
**FROM:** JJ Sauve, Deputy City Manager  
**AGENDA ITEM**  
**TITLE:** County Composting Program Partnership Proposal  
**MEETING**  
**DATE:** 5/13/2025  
**DEPARTMENT:** City Managers Office

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#### *BACKGROUND INFORMATION:*

#### **I. Introduction**

Staff recommends that City Council support the development of an intergovernmental agreement with Beaufort County and Oliver's Clean Burn to establish a composting pilot program. This partnership will advance local sustainability goals, reduce landfill waste, and enhance community engagement. Staff further recommends that the City finalize and bring forward a lease and/or formal operating agreement with Beaufort County for Council approval in Summer 2025, following any necessary County approvals.

#### **II. Background**

In April 2025, Deputy City Manager JJ Sauve and Public Information Officer Ashley Brandon met with Beaufort County Assistant County Administrator Jared Fralix and Solid Waste & Recycling Program Manager Victoria Hoffman to discuss the framework and benefits of a proposed composting pilot program. The program will be funded in part through a \$273,600 USDA grant awarded to Beaufort County in June 2024 and is designed to reduce the volume of organic waste sent to regional landfills, extend landfill lifespan, improve soil health, and meet increasing community demand for environmentally conscious waste management options.

The composting pilot program will proceed in three phases: (1) collection from residential drop-off centers, (2) expansion to schools, and (3) eventual participation by local businesses. Beaufort County has identified a site at 57 Schwartz Road, Beaufort, SC (Parcel ID R120 024 000 0408 0000) to host the pilot facility, which will be operated by Oliver's Clean Burn.

A preliminary draft Memorandum of Agreement has been prepared to clarify the roles and responsibilities of the City, County, and the compost facility operator. Under this agreement, the City will lease the identified parcel to the County and support public outreach. The County will manage site preparation, permitting, and program funding. Oliver's Clean Burn will operate the facility and report on performance metrics. Ms. Hoffman will present the proposal during the May 13, 2025, Council Worksession, with Deputy City Manager Sauve available to assist and address any city-related discussion items.

#### **III. Legal Authority**

Pursuant to the South Carolina Code of Laws, municipalities are authorized to enter into intergovernmental agreements and to lease real property to support public purposes. Specifically:

- S.C. Code Ann. § 5-7-40 permits municipalities to perform functions and provide services jointly with counties and other political subdivisions through intergovernmental agreements.
- S.C. Code Ann. § 5-7-30 grants municipalities broad police powers to enact ordinances, contracts, and initiatives that promote the public health, safety, morals, and general welfare of the community.
- Any lease of municipal property must be authorized by ordinance, pursuant to S.C. Code Ann. § 5-7-40 and relevant City of Beaufort policies and procedures.

City and County legal counsel are in the process of reviewing the draft agreement. If a lease document is determined to be necessary, it will be brought forward separately by ordinance.

#### **IV. Staff Recommendation**

Staff recommends that City Council support this partnership and authorize staff to proceed with:

1. Finalizing the intergovernmental agreement and/or lease documents in coordination with Beaufort County and legal counsel.
2. Scheduling these documents for formal Council consideration in Summer 2025.
3. Participating in program planning and community outreach efforts as outlined in the draft agreement.

This pilot initiative supports the City's strategic goals related to environmental sustainability, regional collaboration, and public education, and provides a cost-effective model for future solid waste reduction efforts.

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***PLACED ON AGENDA FOR: Discussion***

#### ***REMARKS:***

#### **ATTACHMENTS:**

Description	Type	Upload Date
County Composting Proposal Memorandum	Cover Memo	5/7/2025
County Composting Presentation	Backup Material	5/7/2025
Draft Composting Agreement	Backup Material	5/7/2025

Scott Marshall  
CITY MANAGER  
843-525-7070

John Sauvé  
DEPUTY CITY MANAGER  
843-379-7525



**CITY OF BEAUFORT**  
1911 Boundary Street  
BEAUFORT, SOUTH CAROLINA 29902

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

May 7, 2025

## **MEMORANDUM**

**TO:** City Council

**FROM:** John Sauve, Deputy City Manager

**RE:** County Composting Program Proposal

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### **I. Introduction**

Staff recommends that City Council support the development of an intergovernmental agreement with Beaufort County and Oliver's Clean Burn to establish a composting pilot program. This partnership will advance local sustainability goals, reduce landfill waste, and enhance community engagement. Staff further recommends that the City finalize and bring forward a lease and/or formal operating agreement with Beaufort County for Council approval in Summer 2025, following any necessary County approvals.

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City and County legal counsel are in the process of reviewing the draft agreement. If a lease document is determined to be necessary, it will be brought forward separately by ordinance.

### **IV. Staff Recommendation**

Staff recommends that City Council support this partnership and authorize staff to proceed with:

1. Finalizing the intergovernmental agreement and/or lease documents in coordination with Beaufort County and legal counsel.
2. Scheduling these documents for formal Council consideration in Summer 2025.
3. Participating in program planning and community outreach efforts as outlined in the draft agreement.

This pilot initiative supports the City's strategic goals related to environmental sustainability, regional collaboration, and public education, and provides a cost-effective model for future solid waste reduction efforts.



Beaufort County  
SOUTH CAROLINA



# Compost Pilot Program & Intergovernmental MOU



# Why compost? Why Now?

- Diverts organic waste from the landfill and extend the lifespan
- Decreases landfill tipping fees through organic waste diversion
- Improves stormwater management and soil health- key for the Lowcountry
- Responds to growing resident interest in sustainable options
- Supports local, regional, and state goals for waste reduction



# The Compost Pilot Program

- USDA grant awarded to Beaufort County in June 2024
- Awarded \$273,600 to create a compost pilot program
- The Plan:
  - Phase 1- Collect food waste from residents at the Centers
  - Phase 2- Collect food waste from schools
  - Phase 3- Collect food waste from local businesses
- Purpose: to reduce landfill waste, engage the community, and produce a nutrient-rich soil amendment.



# Compost Pilot Site Plan



# Equipment Overview



# Equipment Overview



# MOU Purpose & Partners

- Memorandum of Understanding
  - Beaufort County
  - City of Beaufort
  - Oliver's Clean Burn
- Formal agreement between all three parties regarding leasing 57 Schwartz Rd., Beaufort, SC 29906 (R120 024 000 0408 0000)
- Outlines roles, responsibilities and establishes a framework for coordination.
- Strengthens intergovernmental & small business collaboration



# Roles & Responsibilities

- City of Beaufort:
  - Lease Property
  - Assist in outreach to residents
- Beaufort County
  - Permitting & regulatory compliance
  - Site Design & Preparation
  - Facilitate and finance the acquisition of permits, equipment & related expenses
- Oliver's Clean Burn
  - Operate composting facility
  - Maintain daily operations and produce quality compost



# Next Steps

- Finalize MOU- Target Date (6/1/2025) (C.O.B. & B.C.)
- Initiate lease agreement (C.O.B)
- Site prep & equipment procurement (B.C)
- Permitting of the site (B.C.)
- Outfit Convenience Centers (B.C.)
- Launch Education and Outreach Campaign (B.C.)
- Begin Compost Pilot Program!



# Contact

Victoria Hoffman

Solid Waste & Recycling Program Manager

[Victoria.hoffman@bcgov.net](mailto:Victoria.hoffman@bcgov.net)

843-255-2735



STATE OF SOUTH CAROLINA )  
 ) MEMORANDUM OF AGREEMENT  
 ) BETWEEN BEAUFORT COUNTY,  
COUNTY OF BEAUFORT ) THE CITY OF BEAUFORT, AND  
 ) OLIVER'S CLEAN BURN  
 )

**COOPERATIVE AGREEMENT FOR THE LEASING OF A PARCEL FOR A COMPOSTING PILOT PROGRAM**

This Memorandum of Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 2025, by Beaufort County, a body politic and political subdivision of the State of South Carolina (referred to in this Agreement as the "County"), the City of Beaufort, a municipal corporation of the State of South Carolina (referred to in this Agreement as the "City"); and Oliver's Clean Burn, a private entity specializing in organic waste removal services, (referred to in this Agreement as OCB). When referenced collectively, these entities will be referred to as the "Parties."

**DECLARATION OF INTENT**

**WHEREAS**, in an effort to reduce organic waste from being sent to the landfill, Beaufort County is implementing a compost pilot program. Beaufort County wishes to enter into an agreement with the listed parties to lease a parcel of land to use for the compost pilot program; and

**WHEREAS**, the County has identified a parcel of land located at **57 Schwartz Rd., Beaufort, SC 29906 (R120 024 000 0408 0000)** to be leased to the County for the purpose of initiating a **composting pilot program**; and

**WHEREAS**, the Parties are committed to encouraging community participation in composting, increasing education and outreach on sustainable practices, and creating a model that may be expanded upon the success of the pilot project; and

**Commented [JS1]:** This is the first draft of an MOU/IGA, and is intended as a starting point for discussions between the City and County, should Council express interest in pursuing this program jointly with the County during the May 13, 2025 Council Worksession. Any final document(s) will be reviewed by City and County staff and legal prior to being presented to Councils for adoption.

**Commented [JS2]:** Staff and Legal both recommend this final document be an Operating Agreement between the City and County. If a lease is deemed appropriate by City and County legal, it will be presented a a separate document via an ordinance.

**WHEREAS**, the County will be an Authorized Agent over the parcel in order to secure the necessary permits; and

**WHEREAS**, this Agreement establishes the roles, responsibilities, and financial commitments of each Party to support the successful implementation of the pilot composting initiative.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth within this agreement, the Parties hereby agree as follows:

**Parties Responsibilities.** For the purposes of this agreement, it shall be the responsibility of the Parties to:

- A. Beaufort County shall:
  - 1. Prepare the designated site, including infrastructure and utilities.
  - 2. Facilitate and finance the acquisition of all necessary permits and composting unit.
  - 3. Oversee regulatory compliance and ensure required reporting to the SC Department of Environmental Services (DES).
  - 4. Promote community engagement by:
    - a. Leading a county-wide education and outreach campaign.
    - b. Providing residential drop-off containers at County Convenience Centers.
    - c. Facilitating participation from residents and institutions.
  - 5. Fund all related expenses including hauling, tipping, education, permitting and compliance.
- B. The City of Beaufort shall:

1. Facilitate and execute the lease of the identified parcel to the County under terms agreeable to both parties.
2. Support public outreach and awareness efforts alongside the County.

C. Oliver's Clean Burn shall:

1. Operate the composting facility in accordance with industry standards and state regulatory requirements.
2. Maintain daily operations, manage incoming feedstock, and produce quality compost.
3. Provide regular performance reports to the County, including metrics on diversion rates, tonnage, and contamination.

**IN WITNESS WHEREOF**, the parties have affixed their signatures hereto the date first written herein above.

Date: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

**City of Beaufort**

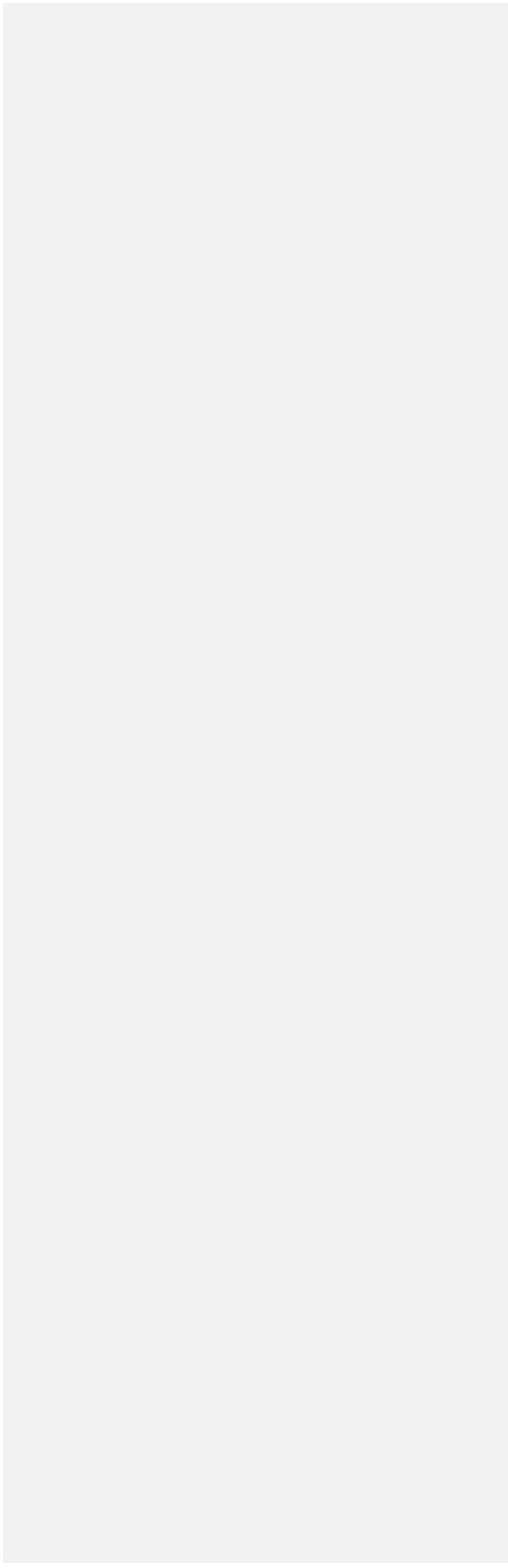
Date: \_\_\_\_\_  
, City Manager

**Beaufort County, South Carolina**

Date: \_\_\_\_\_

\_\_\_\_\_  
County Administrator

DRAFT





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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 4/29/2025  
**FROM:** Scott Marshall, City Manager  
**AGENDA ITEM**  
**TITLE:** Beaufort - Jasper Housing Trust update  
**MEETING**  
**DATE:** 5/13/2025  
**DEPARTMENT:** City Managers Office

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*BACKGROUND INFORMATION:*

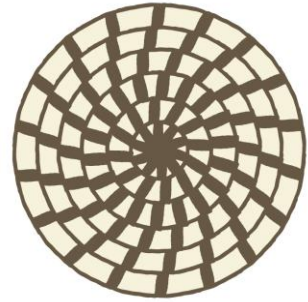
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*PLACED ON AGENDA FOR:* Discussion

**REMARKS:**

**ATTACHMENTS:**

Description	Type	Upload Date
Presentation	Backup Material	5/7/2025



**BEAUFORT**  
**JASPER** HOUSING  
TRUST

INTERGOVERNMENTAL  
AGREEMENT AMENDMENT WITH  
BEAUFORT COUNTY

MAY 13, 2025

*Beaufort City Council Meeting*

# WHO IS THE BEAUFORT- JASPER HOUSING TRUST, INC.?

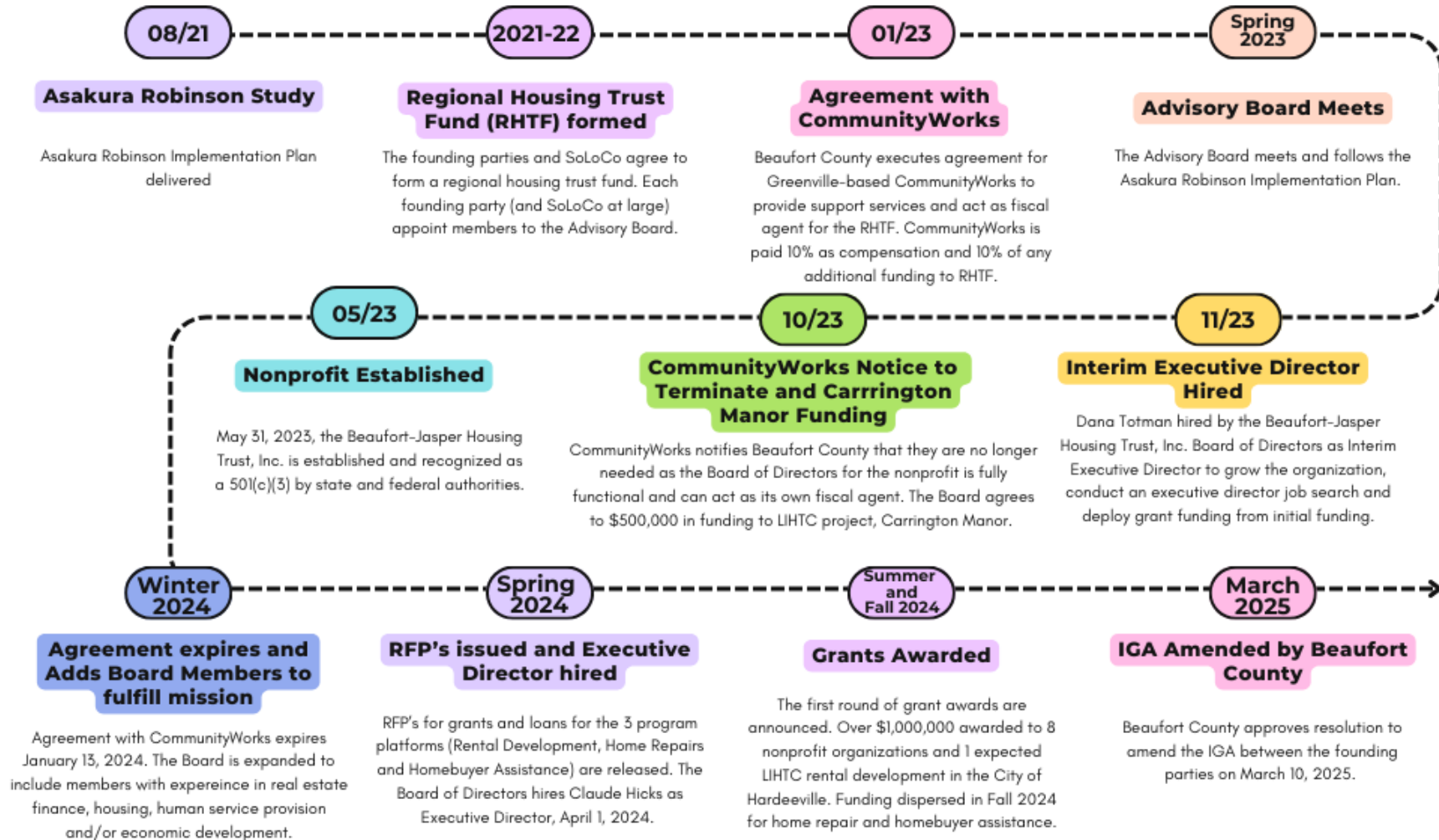
- Mission is to create and preserve workforce and affordable housing
- 501(c)(3) organization
- Board of Directors consisting of 9 members appointed by contributing jurisdictions and SoLoCo and 8 members from housing-related professions



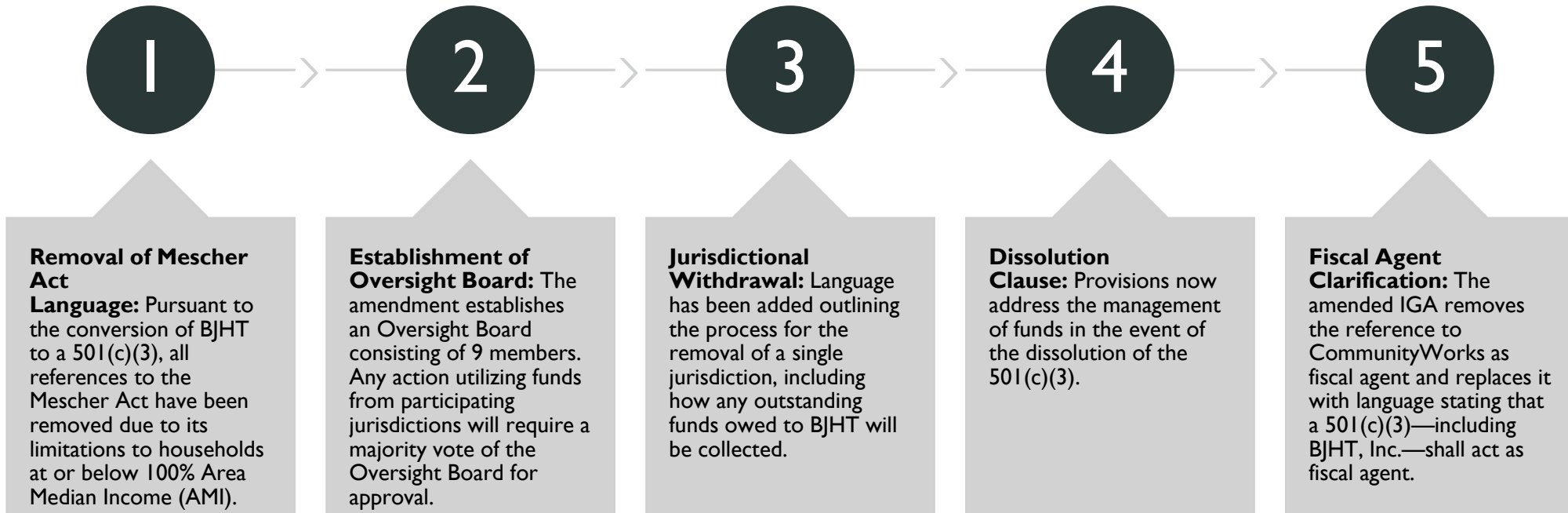
Beaufort County | City of Beaufort | Town of Bluffton  
City of Hardeeville | Town of Hilton Head Island  
Jasper County | Town of Port Royal  
Town of Ridgeland | Town of Yemassee



# Beaufort-Jasper Housing Trust, Inc. Timeline



# MAIN POINTS OF THE AMENDED INTERGOVERNMENTAL AGREEMENT



# BEAUFORT-JASPER HOUSING TRUST BOARD OF DIRECTORS

- Dick Stewart, City of Beaufort\*
- Matthew Davis, City of Hardeeville\*
- Caitilin Reid, At-Large
- Christian Kata, At-Large
- Ashley Feaster, At-Large
- Carmen Washington, At-Large
- Courtney Hampson, Town of Bluffton\*
- Ethan James, At-Large
- James Williams, At-Large
- Jan Malinowski, At-Large
- Matthew Garnes, Town of Yemassee\*
- Victoria Smalls, SoLoCo (At-Large)\*
- Wendy Zara, Beaufort County\*
- Tom Henz, At-Large
- Camika Beaton, Jasper County\*
- Open Seat, Town of Port Royal\*
- Open Seat, Town of Hilton Head\*

\*indicates Oversight Board Member



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 5/7/2025  
**FROM:** JJ Sauve, Deputy City Manager  
**AGENDA ITEM**  
**TITLE:** IGA for Indigent Defense Services w/ Town of Bluffton  
**MEETING**  
**DATE:** 5/13/2025  
**DEPARTMENT:** City Managers Office

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#### *BACKGROUND INFORMATION:*

#### **I. Introduction**

Staff recommends that City Council authorize the City Manager to enter into an intergovernmental agreement with the Town of Bluffton for the provision of indigent defense services in municipal court. Under the proposed agreement, the City of Beaufort and the Town of Bluffton will jointly operate under a shared contract with The Law Office of Carol Miller to provide defense counsel to indigent defendants.

This matter is scheduled for review during the May 13, 2025 City Council Worksession, with formal consideration of a Resolution authorizing execution of the agreement scheduled for the June 10, 2025 Regular City Council Meeting.

#### **II. Background**

Currently, the City of Beaufort, Town of Port Royal, and Town of Bluffton each contract with the Beaufort County Public Defender's Office to provide indigent defense services in municipal court. The annual cost for each municipality under the current arrangement is \$87,814.16.

As these contracts approach renewal, the City of Beaufort began evaluating a range of service delivery options, including continuing with contracted services, hiring part-time or full-time public defender staff, and partnering with nearby municipalities.

In early 2025, the City coordinated with the Towns of Bluffton and Port Royal to jointly solicit proposals for indigent defense services. The goal was to identify an equitable and effective delivery model that meets statutory requirements while controlling costs and ensuring continuity in legal representation.

The Town of Port Royal elected to contract independently with attorney David Bartholomew, who also serves as a Beaufort County Council Member and liaison to the City of Beaufort. To avoid any appearance of conflict of interest, Mr. Bartholomew did not bid to serve the City of Beaufort.

The Town of Bluffton selected The Law Office of Carol Miller as the most qualified provider and negotiated a

shared contract structure. Under the proposed agreement, the City and Town will each contribute \$70,000 annually toward a flat-rate \$140,000 contract managed by Bluffton. The City of Beaufort will remit payment within forty-five (45) days of receiving monthly invoices from Bluffton.

While there may be occasional costs for conflict counsel under the new arrangement, staff anticipates those costs will be modest and remain well below the approximate \$7,800 difference between the new annual cost and the prior contract. Staff will monitor expenses throughout the first year and reassess the structure ahead of potential renewal.

Given the long-standing and productive working relationship between the City of Beaufort and the Town of Bluffton regarding municipal court operations and public defense, staff believes this arrangement will promote efficiency, consistency, and fiscal responsibility.

The agreement is for a one-year term beginning July 1, 2025, with the option to renew annually for up to four (4) additional years upon mutual agreement of all parties.

### **III. Legal Authority**

The City of Beaufort is authorized to enter into this agreement pursuant to:

- **S.C. Code Ann. § 5-7-30**, which grants municipalities broad police powers to adopt ordinances and agreements necessary to ensure the welfare, safety, and convenience of their citizens.
- **S.C. Code Ann. § 6-1-20**, which allows intergovernmental agreements for the joint delivery of services.
- **S.C. Code Ann. § 17-3-310, et seq.**, which governs the provision of legal counsel for indigent defendants and defines indigency for purposes of public defense.

### **IV. Staff Recommendation**

Staff recommends that City Council approve a Resolution on June 10, 2025 authorizing the City Manager to execute the attached intergovernmental agreement with the Town of Bluffton and The Law Office of Carol Miller for the provision of indigent defense services.

This agreement ensures compliance with state law, maintains continuity in public defense services, and builds on an effective regional partnership. It also avoids potential conflicts and provides a sustainable model for high-quality legal representation in the Beaufort Municipal Court.

#### **Timeline:**

- **May 13, 2025** – Worksession Review of Agreement
- **June 10, 2025** – Regular Meeting: Resolution for Approval
- **July 1, 2025** – Contract Effective Date

---

***PLACED ON AGENDA FOR: Discussion***

***REMARKS:***

**ATTACHMENTS:**

Description	Type	Upload Date
Recommendation Memorandum	Cover Memo	5/7/2025
Proposed Agreement	Backup Material	5/7/2025

Scott Marshall  
CITY MANAGER  
843-525-7070

John Sauvé  
DEPUTY CITY MANAGER  
843-379-7525



**CITY OF BEAUFORT**  
1911 Boundary Street  
BEAUFORT, SOUTH CAROLINA 29902

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

May 7, 2025

## **MEMORANDUM**

**TO:** City Council

**FROM:** John Sauve, Deputy City Manager

**RE:** Indigent Defense Agreement Recommendation

---

### **I. Introduction**

Staff recommends that City Council authorize the City Manager to enter into an intergovernmental agreement with the Town of Bluffton for the provision of indigent defense services in municipal court. Under the proposed agreement, the City of Beaufort and the Town of Bluffton will jointly operate under a shared contract with The Law Office of Carol Miller to provide defense counsel to indigent defendants.

This matter is scheduled for review during the May 13, 2025 City Council Worksession, with formal consideration of a Resolution authorizing execution of the agreement scheduled for the June 10, 2025 Regular City Council Meeting.

### **II. Background**

Currently, the City of Beaufort, Town of Port Royal, and Town of Bluffton each contract with the Beaufort County Public Defender's Office to provide indigent defense services in municipal court. The annual cost for each municipality under the current arrangement is \$87,814.16.

As these contracts approach renewal, the City of Beaufort began evaluating a range of service delivery options, including continuing with contracted services, hiring part-time or full-time public defender staff, and partnering with nearby municipalities.

In early 2025, the City coordinated with the Towns of Bluffton and Port Royal to jointly solicit proposals for indigent defense services. The goal was to identify an equitable and effective delivery model that meets statutory requirements while controlling costs and ensuring continuity in legal representation.

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The Town of Bluffton selected The Law Office of Carol Miller as the most qualified provider and negotiated a shared contract structure. Under the proposed agreement, the City and Town will each contribute \$70,000 annually toward a flat-rate \$140,000 contract managed by Bluffton. The City of Beaufort will remit payment within forty-five (45) days of receiving monthly invoices from Bluffton.

While there may be occasional costs for conflict counsel under the new arrangement, staff anticipates those costs will be modest and remain well below the approximate \$7,800 difference between the new annual cost and the prior contract. Staff will monitor expenses throughout the first year and reassess the structure ahead of potential renewal.

Given the long-standing and productive working relationship between the City of Beaufort and the Town of Bluffton regarding municipal court operations and public defense, staff believes this arrangement will promote efficiency, consistency, and fiscal responsibility. The agreement is for a one-year term beginning July 1, 2025, with the option to renew annually for up to four (4) additional years upon mutual agreement of all parties.

### **III. Legal Authority**

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### **IV. Staff Recommendation**

Staff recommends that City Council approve a Resolution on June 10, 2025 authorizing the City Manager to execute the attached intergovernmental agreement with the Town of Bluffton and The Law Office of Carol Miller for the provision of indigent defense services. This agreement ensures compliance with state law, maintains continuity in public defense services, and builds on an effective regional partnership. It also avoids potential conflicts and provides a sustainable model for high-quality legal representation in the Beaufort Municipal Court.

Scott Marshall  
CITY MANAGER  
843-525-7070

John Sauvé  
DEPUTY CITY MANAGER  
843-379-7525



**CITY OF BEAUFORT**  
1911 Boundary Street  
BEAUFORT, SOUTH CAROLINA 29902

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

**Timeline:**

- **May 13, 2025** – Worksession Review of Agreement
- **June 10, 2025** – Regular Meeting: Resolution for Approval
- **July 1, 2025** – Contract Effective Date

**STATE OF SOUTH CAROLINA            )**  
**COUNTY OF BEAUFORT                    )**

**AGREEMENT FOR**  
**INDIGENT DEFENSE**

**THIS AGREEMENT** is made the \_\_\_\_ of \_\_\_\_\_, 2025 between the Town of Bluffton (hereinafter called “Bluffton”), the City of Beaufort (hereinafter called “Beaufort”), both municipal corporations organized and existing under the laws of the State of South Carolina (collectively referred to as “the Municipalities”), and the Law Office of Carol Miller (hereinafter called “Attorney”).

**WHEREAS**, in February 2025, Bluffton published a solicitation seeking a local, properly licensed and experienced attorney to provide independent contractor services for legal defense of indigent clients in the Bluffton Municipal Court;

**WHEREAS**, Beaufort similarly published a solicitation for the same for the City of Beaufort in the Beaufort Municipal Court; and

**WHEREAS**, Attorney was selected to perform these services for Bluffton in accordance with the Town of Bluffton Purchasing Ordinance, Art. IX, §§ 2-263 – 2-291; and

**WHEREAS**, Bluffton and Beaufort agreed to enter into a multi-party agreement with Attorney to provide these services for both Municipalities; and

**WHEREAS**, for the purposes of this Agreement, indigent and indigency shall be defined to be consistent with §17-3-310, et seq. of the South Carolina Code of Laws, as amended, as a person who is financially unable to employ counsel; and

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by Bluffton, Beaufort, and Attorney, the parties hereto agree as follows:

1. **Services/Schedule:** The Attorney shall perform services per the attached scope of work in Attachment 1. The term of this contract shall be one (1) year with the option to renew for up to four (4) additional one-year periods upon mutual agreement by the parties. **The term shall begin July 1, 2025 and end June 30, 2026.**
2. **Fees:** The total cost of these services shall be a flat rate of Seventy Thousand Dollars (\$70,000) for services performed for the Town of Bluffton and Seventy Thousand Dollars (\$70,000) for work performed for the City of Beaufort for an annual total of **One Hundred and Forty Thousand Dollars** (\$140,000) invoiced to Bluffton on a monthly basis. The assumptions on which the pay rate is predicated and the pay rate itself may be revisited once annually at least 90 days prior to the exercise of any options for contract renewal.
3. **Invoicing by Attorney:** The Attorney shall send invoices via email simultaneously to [invoice@townofbluffton.com](mailto:invoice@townofbluffton.com) and to the Bluffton Clerk of Court. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2025-40 and any purchase order issued therewith. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Bluffton Finance Department.
4. **Invoicing Between Municipalities:** Bluffton shall remit invoices to Beaufort for its share under this Agreement which shall be paid by Beaufort within thirty (30) days of receipt.
5. **General Terms and Conditions:**
  - a. The Attorney shall be required to maintain the appropriate amounts of professional malpractice insurance. The Attorney is required to immediately contact the Bluffton should any change to this coverage occur during the course of the performance of this contract. Failure to maintain this coverage is grounds for termination.

- b. Work will commence on July 1, 2025.
- c. Attorney shall be licensed to perform the work including, but not limited to, a current Town of Bluffton business license, City of Beaufort business license, and the required State of South Carolina license.
- d. Attorney shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
- e. Attorney may not subcontract or assign its obligations to another law firm without the prior express written consent of the Municipalities which may be approved on a case by case basis.
- f. Municipalities may terminate this Agreement on behalf of their respective individual Municipality in whole or in part at any time for the convenience of that Municipality with sixty (60) days' written notice to Attorney and the other Municipality. If the contract is terminated for the convenience of just one Municipality, the terminating Municipality will be responsible for a prorated amount due to Attorney, and the Agreement may continue with the remaining parties for the remainder of the term.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by all parties.
- j. The Attorney shall defend, indemnify, and hold harmless each Municipality, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Municipality.
- k. In the event the Parties must proceed to litigation to protect or enforce its rights, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.
- l. Attorney shall perform the work consistent with the professional skill and care ordinarily provided by members of the profession practicing under similar circumstances.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Municipalities and Attorney other than that which is expressly stated herein. The Municipalities are interested only in the results to be achieved under this Agreement. The conduct and control of the Attorney's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Attorney. The Attorney's agents or employees shall not be considered employees of the Municipalities for any purpose. No person employed by the Attorney shall have any benefits, status, or right of employment with the Municipalities.

*[Remainder of Page Intentionally Omitted. Signature Page to Follow.]*

**IN WITNESS WHEREOF**, the parties hereto affixed their signatures hereto the date first written hereinabove.

THE LAW OFFICE OF CAROL MILLER

TOWN OF BLUFFTON

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Carol A. Miller

Print Name: Stephen Steese

Position: \_\_\_\_\_

Position: Town Manager

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

CITY OF BEAUFORT

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Scott Marshall

Position: City Manager

Witnesses: \_\_\_\_\_

Attachments:

1. Scope of Work and Fee Schedule

## ATTACHMENT 1

### SCOPE OF WORK AND FEE SCHEDULE

The scope of services to be provided by the attorney shall include but not be limited to:

1. Represent persons in their defense of criminal and traffic offenses heard in the Bluffton Municipal Court and the City of Beaufort Municipal Court for which a sentence of incarceration may be imposed. Bluffton Municipal Court convenes on Tuesdays. The City of Beaufort Municipal Court convenes on Monday and Thursday.
2. Perform as trial counsel in those proceedings, including witness preparation, visit client in jail as necessary, review of video or other evidence, conducting of legal research, conducting of discovery, and preparation of all motions and pleadings.
3. Act as negotiator with prosecuting attorney to reach a plea agreement where appropriate.
4. Attorney shall not have any conflicts of interest with any criminal case where the Town of Bluffton is the prosecutorial or arresting agency.
5. Attend all scheduled court sessions, scheduled in Bluffton on Tuesdays commencing at 9:00 am until court is adjourned, and in City of Beaufort on Mondays and Thursdays commencing at 3:00 pm until court is adjourned.
6. Pay rate is inclusive of direct costs including postage, printing, photography, photocopying, courier services, service of process, filing fees, travel costs and other actual costs.
7. Attorney shall provide invoices to [invoice@townofbluffton.com](mailto:invoice@townofbluffton.com) and the Bluffton Clerk of Court on a monthly basis for work performed in both jurisdictions.

Attorney shall provide their own work phone/mobile phone, laptop and office supplies.

There is a conference room available in the Bluffton Municipal Court and in the City of Beaufort Municipal Court, both of which may be reserved ahead of time for client meetings and other duties related to this Agreement.

Attorney shall be paid a flat rate for services regardless of number of cases handled or hours expended an amount equal to **One Hundred Forty Thousand Dollars** (\$140,000). The Town of Bluffton shall be responsible for 50% of the annual amount and the City of Beaufort shall be responsible for 50% of the annual amount, subject to municipal approval with each budget year.

In the event that the City of Beaufort provides the Town of Bluffton and Attorney with notice of their intent to terminate Attorney's services, this Agreement may continue at a prorated pay for work attributable to the Town of Bluffton.

In the event that the Town of Bluffton provides the City of Beaufort and Attorney with notice of their intent to terminate Attorney's services, this Agreement may continue at a prorated pay for work attributable to the City of Beaufort and with provisions to pay Attorney's invoices directly.



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 5/7/2025  
**FROM:** JJ Sauve, Deputy City Manager and Linda Roper, Downtown Operations Director  
**AGENDA ITEM TITLE:** Parking Ordinance Updates  
**MEETING DATE:** 5/13/2025  
**DEPARTMENT:** City Managers Office

---

#### *BACKGROUND INFORMATION:*

#### **I. Introduction**

Staff recommends that City Council review and consider the revised timeline and process for adoption of the amended Parking Ordinance (Sec. 8-2002 and related provisions). After First Reading on April 8, 2025, staff became aware of important historical context and previously uncodified ordinance amendments that warranted additional review. The proposed ordinance was therefore withdrawn prior to Second Reading and returned to Council for further discussion in the May 13, 2025, Work Session. Staff now recommends First Reading of the revised ordinance on June 10, 2025, followed by Second Reading on July 8, 2025.

#### **II. Background**

On April 8, 2025, Council held First Reading of the proposed amendments to the Parking Ordinance, drafted jointly by the City Attorney and Deputy City Manager. Following this action, Downtown Operations and Clerk staff identified a set of amendments originally adopted in 2015 (Ordinance O-11-15) but never codified. These amendments were tied to Parking Task Force recommendations and previous Council discussions, and included changes to parking enforcement times, meter rates, and fine escalation procedures.

In light of this discovery, staff determined that proceeding with Second Reading without reconciling these historical actions with the current draft would create inconsistencies in the City's code. The ordinance was subsequently pulled from the May 13, 2025, Regular Meeting agenda and reintroduced to Council at the May 13 Work Session for discussion. This revised timeline allows for proper reconciliation of previously adopted but uncodified provisions with new policy and operational recommendations.

#### **III. Legal Authority**

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

In addition, **Sec. 8-2001** of the Beaufort Code of Ordinances expressly authorizes City Council to establish and regulate no-parking zones, restricted parking zones, metered zones, and other parking-related regulations. Proper codification of such ordinances is required to ensure consistency, enforceability, and alignment with state law.

Further, **S.C. Code Ann. § 5-7-32** authorizes municipalities to contract with private entities for assistance with administration and enforcement of municipal ordinances, including parking enforcement. The statute permits the appointment of employees of those entities as municipal code enforcement officers, provided they undergo appropriate background checks and training as required by the municipality.

#### **IV. Staff Recommendation**

Staff recommends the following actions:

1. **Acknowledge** the administrative oversight that resulted in the 2015 ordinance amendments not being codified;
2. **Review and reconcile** the current draft ordinance with the 2015 amendments and the findings of the Parking Task Force;
3. **Hold First Reading** of the revised ordinance on June 10, 2025;
4. **Schedule Second Reading** for July 8, 2025.

Staff will ensure all final language is reviewed for internal consistency and aligned with both operational needs and historical Council actions prior to reintroduction.

---

***PLACED ON AGENDA FOR: Discussion***

#### ***REMARKS:***

#### **ATTACHMENTS:**

Description	Type	Upload Date
Parking Ordinance Update Memorandum	Cover Memo	5/7/2025
2025 Parking Ordinance Updates Redline	Backup Material	5/7/2025
2015 Never Codified Updates	Backup Material	5/8/2025

Scott Marshall  
CITY MANAGER  
843-525-7070

John Sauvé  
DEPUTY CITY MANAGER  
843-379-7525



**CITY OF BEAUFORT**  
1911 Boundary Street  
BEAUFORT, SOUTH CAROLINA 29902

COUNCIL MEMBERS:  
Philip E. Cromer, Mayor  
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Neil Lipsitz  
Mitch Mitchell  
Josh Scallate

May 7, 2025

## **MEMORANDUM**

**TO:** City Council

**FROM:** John Sauve, Deputy City Manager

**RE:** Parking Ordinance Updates

---

### **I. Introduction**

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#### **IV. Staff Recommendation**

Staff recommends the following actions:

1. **Acknowledge** the administrative oversight that resulted in the 2015 ordinance amendments not being codified;
2. **Review and reconcile** the current draft ordinance with the 2015 amendments and the findings of the Parking Task Force;
3. **Hold First Reading** of the revised ordinance on June 10, 2025;
4. **Schedule Second Reading** for July 8, 2025.

Staff will ensure all final language is reviewed for internal consistency and aligned with both operational needs and historical Council actions prior to reintroduction.

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

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

**Sec. 8-2001.4. - Definitions.**

- (a) "Impoundment" means removal of a vehicle to a storage facility either by an officer or other persons authorized by the chief of police or by a contractor for towing and storage in response to a request from an officer or other persons authorized by the chief of police.
- ~~(b) "Vehicle" means an automobile, truck, motorcycle, or other motor-driven form of transportation.~~
- ~~(b)~~ "Metered parking" means certain parking spaces which may only be occupied by a vehicle if the payment required by this chapter is made in the manner specified in Sec. 8-2015.1 of this chapter.
- ~~(c)~~ "Truck" means every vehicle designed, used or maintained primarily for the transportation of property.
- ~~(e)~~(d) "Vehicle" means an automobile, truck, motorcycle, or other motor-driven form of transportation.
- ~~(d)~~(e) "Vehicle immobilization equipment" means a nondestructive parking enforcement device that prohibits the movement of the vehicle through the use of a locking mechanism attached to the wheel of the vehicle.

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

- (a) Any person parking any vehicle in a parking space for which a parking meter or pay station has been installed on the city streets or municipal parking lots shall, upon entering the parking space, immediately deposit or cause to be deposited in the meter or pay station the proper coinage, or other legal tender, to satisfy the ~~machine's meter's or pay station's~~ requirements for the time period ~~to be used~~for which the vehicle will remain in the parking space. Failure to so deposit coins or ~~sufficient~~ legal tender ~~sufficient~~ to put the meter or pay station in timed operation ~~for the time period for which the vehicle will remain in the parking space~~ shall constitute a violation of this section and shall subject the person to the ~~punishments~~penalties hereinafter set forth.
- (b) Parking rates shall be one dollar (\$1.00) for each hour on Bay Street, Bay Street Extension, Port Republic Street, and the side streets from Bay Street to Port Republic Street.

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

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

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

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

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

Parking in the Library Lot and Playground Lot shall have a time limitation of two (2) hours.

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

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

~~The deposition of the coins or other legal tender in the meter or pay station, and the placing of the meter or pay station in operation as set forth above permits the parking space to be lawfully occupied for the period of time purchased, but if the parked vehicle shall remain parked beyond the time indicated by the meter or pay station, then, and in that event, the vehicle shall be considered to be parked overtime and the overtime parking of a vehicle shall constitute a violation of this section and the person parking it or leaving it so parked shall, upon conviction, be subject to the punishment hereafter set forth~~

Commented [LR1]: This was part was not codified 12/2015

Commented [BC2R1]: This is addressed in 8-2002(a)

- (c) It shall be unlawful and a violation of the provisions of this section for any person to deface, injure, tamper with, open or willfully break, destroy, steal, take, or impair the usefulness of any parking meter or pay station installed on the streets of the city. Each such meter or pay station violation ~~is shall constitute~~ a separate offense.
- (d) It shall be unlawful and a violation of this section to deposit or cause to be deposited in any parking meter or pay station, any slugs, device, metallic substance, or paper, that does not constitute legal tender of the United States of America.
- (e) The city shall have lines or ~~parkings-markings~~ painted or placed upon the curb ~~and or~~ on the street adjacent to each parking meter for the purpose of designating the parking space for which each meter is to be used and the operator of a vehicle, when parking the vehicle in a parking space shall keep the vehicle within the lines or markings so established.

~~(f) It shall be the duty of the police officers, or other authorized enforcement agent, acting in accordance with instruction issued by the chief of police or city manager, to report:~~

- ~~(1) The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to the meter is or has been parked in violation of any of the provisions of this section.~~
- ~~(2) The state license number of the vehicle.~~
- ~~(3) The time during which the vehicle is parked in violation of any of the provisions of this section.~~
- ~~(4) Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending the violation.~~
- ~~(5) Each police officer or meter attendant shall attach to any vehicle found violating the provisions of this section a "Police Notice for Parking Violation." The registered owner of the vehicle shall be responsible for the payment of the fine indicated or must appear in municipal court for trial. Payment of the fine may be made by enclosing the fine in the parking violation envelope and depositing the envelope in any yellow courtesy box installed on the parking meter standards or mailing the envelope to city hall by the U.S. Postal Service. If a receipt is required, the fine must be paid at city hall. Should the owner or operator desire a trial in municipal court for the parking violation, they must contact the clerk of municipal court within seven (7) days to schedule a hearing.~~
- ~~(6) The "Notice of Parking Violation" envelope will be issued for the following parking violations with the accompanying fine, and penalty increase, shown beside each violation, as follows:~~

<b>Violation</b>	<b>Within 7 days</b>	<b>2nd Week (day 8—14)</b>	<b>3rd Week (thereafter)</b>
Expired meter	\$10.00	\$25.00	\$45.00
Parking in fire lane	50.00	125.00	150.00
Parked on wrong side of street	25.00	75.00	100.00
Parked in no parking zone	50.00	125.00	150.00
Double parked	25.00	50.00	75.00
Blocking driveway	50.00	125.00	150.00
Parking in loading zone	50.00	125.00	150.00

Violation	Within 7 days	2nd Week (day 8–14)	3rd Week (thereafter)
Blocking a fire hydrant	75.00	175.00	200.00
Parking on private property	25.00	50.00	75.00
Parking illegally in handicapped space	400.00	State Mandate	
Boot fee	60.00	80.00	100.00
Other parking violations	25.00	50.00	75.00

~~(g) Any person who shall violate any of the provisions of this section or any person who shall assist in the violation, shall be deemed guilty of a misdemeanor and upon conviction be punished as provided in section 1-3048.~~

~~(h)(f)~~ Parking regulations as herein set forth shall be in effect from the hours of ~~10:00~~11:00 a.m. until ~~6:00~~7:00 p.m. each Monday through Saturday, except as otherwise noted herein. Sundays and federally recognized holidays are excluded from the provisions hereof.

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

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

~~(a) Any motor vehicle or trailer improperly parked or left standing upon the streets or public ways or any other public property of the city in a manner as to constitute a hazard to pedestrian or motor vehicle traffic, may be removed or caused to be removed by any police officer.~~

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

~~(c) When an emergency arises necessitating the removal of any vehicle upon a public street, or parking lot i.e., including without limitation fire, water main leak, parade~~

Commented [LR3]: Part of non-codified sections from Dec. 2015

Commented [JS4]: This section was already updated and approved by Council in March 2025.

with prior notice, paving, blocking private driveways, etc., the police officer is authorized to have the vehicle removed after a reasonable attempt to locate the owner or driver.

- (d) ~~When the driver of a vehicle is placed under arrest for the commission of an offense and the driver does not wish his vehicle to be driven by his/her passenger, then the vehicle will be towed by a wrecker service of the driver's choice, or if the driver expresses no preference as to a wrecker service, the wrecker rotation call list will be used.~~
- (e) ~~When a vehicle or trailer is to be removed from the streets or public ways of the city, the police officer will solicit the aid of authorized commercial towing companies from the wrecker rotation call list maintained by the chief of police. Vehicles or trailers towed will be stored in commercial storage facilities within the city or as directed by the chief of police. All costs for commercial towing or for removal shall be paid by the owner or driver of the motor vehicle before return of the property.~~
- (f) ~~Commercial wrecker or towing companies to be eligible to be placed on the wrecker rotation call list, maintained by the chief of police, must show proof of and maintain in-effect garage keepers legal liability insurance with a minimum total coverage amount of twenty thousand dollars (\$20,000.00) aggregate with maximum deductibles to the garage keeper of one hundred dollars (\$100.00) on comprehensive coverage and two hundred fifty dollars (\$250.00) collision coverage; and garage liability insurance with minimum limits of fifty thousand dollars (\$50,000.00) per person; one hundred thousand dollars (\$100,000.00) per accident bodily injury coverage and fifty thousand dollars (\$50,000.00) per accident property damage coverage. All applicants will be required to furnish certificates of insurance from their insurance carrier before being placed on the qualified towing list. Such certificate shall contain a provision stating that the police department will be given at least fifteen (15) days' notice in the event of cancellation of the policies certified in the certificate.~~
- (g) ~~Any motor vehicle or other personal property parked or left standing in the public parking spaces in any city parking lot in excess of twenty-four (24) hours may be cited for unauthorized parking and after forty-eight (48) hours, may be or caused to be removed by any police officer.~~
- (h) ~~All vehicles parked on city streets or any public property must be licensed and insured under the laws of this state and have a current license tag attached thereto, and any vehicle in violation of this requirement may be removed or caused to be removed by any police officer.~~
- (i) ~~Trucks, tractors or tractor-trailers having a capacity of two and one-half (2½) tons or more, front- or rear-end loaders, or any other kind or type of strictly commercial, industrial or farming equipment parked or left standing in residentially zoned areas for other than loading or unloading or delivery of services, may be removed or caused to be removed by any police officer. Automobiles, small trucks and vans utilized for personal or business purposes of less than two and one-half (2½) tons' carrying capacity, are excluded from the provisions of this subsection.~~

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

- (a) It shall be unlawful ~~for any person, firm or corporation~~ to park and leave standing upon the public streets and public ways of the ~~town~~ City any ~~truck or motor~~ vehicle, tank, or ~~any motor vehicle tank~~ trailer, used for the transportation of gasoline, fuel oil, liquefied petroleum gas, or other flammable or explosive liquids at any time

between 6:00 p.m. and 8:00 a.m. of the following day ~~and or~~ between 6:00 p.m. of the day preceding any Sunday or legal holiday and 8:00 a.m. of the day following a Sunday or legal holiday, ~~present at all times while the motor vehicle is left standing or parked upon the streets of the city.~~

- (b) Reserved.
- (c) ~~Trucks or motor v~~ehicles parked or left standing upon the public streets or public ways of the town in violation of the provisions of this section may be moved under the order and direction of the police department to a safe parking or storage location.

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

- (a) It shall be unlawful to park or store for more than forty-eight (48) hours on any lot within the city, except in completely enclosed buildings, any ~~automobile, truck, trailer, bus or other motor~~ vehicle of any kind or type, with or without operative motive power, required or permitted to be registered and/or licensed under the laws of the state, or any frame, chassis or body thereof, unless there be affixed to the vehicle current license plates, except for lots licensed for automobile dealerships for new and/or used motor vehicles.
- (b) Parking of vehicles at service stations or garages for service or repair is subject to the provisions of ~~city zoning ordinance section 5-6047(e)(1)~~~~Sec. 3.7.2.D. of the Beaufort Development Code.~~
- (c) Vehicles will park where authorized on the shoulder of the road or next to the curb in the same direction as the nearest flow of traffic. Violations of this provision are classified as "parking on the wrong side of the road."

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

- (a) ~~Parking reserved for customers.~~It shall be unlawful for any person to park or cause to be parked any vehicle upon a private parking lot where appropriate signs have been posted by the owner "Reserved for customers (and/or) employees only," unless the person at the time of parking is a customer or employee of the business located thereon. There is no prohibition of public parking on public streets adjacent to a business or private property, so long as such parking is within the street right-of-way.
- (b) ~~Posting of private property.~~It shall be unlawful for any person to park or causes to be parked any vehicle upon private property where ~~appropriate~~ signs have been posted by the owner which state "No parking, private property." There is no prohibition of public parking on public streets adjacent to a business or private property, so long as such parking is within the street right-of-way.
- (c) ~~Fines.~~Any vehicle found in violation of this section will be ticketed for "Parked in a reserved space" or "Parked on private property" and shall be subject to a fine as shown in section ~~8-2015.1.(c)8-2002(f)(6)~~. In the event the vehicle is not moved within four (4) hours of the ~~parking citation~~issuance of the notice of violation, it is subject to be towed away at the expense of the vehicle owner.

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

- (a) Persons who rent docking spaces in the downtown marina and are present while servicing or repairing their water-craft, or while the boat is away from the assigned space are eligible for free parking in designated spaces adjacent to the downtown marina. Authorized extended parking will be verified by a numbered city permit,

issued by the dock master, and hanging from the inside rear-view mirror of the vehicle. Only one extended parking permit is authorized for each boat space. Permits are not transferable.

(b) Section ~~8-2015.1(c)8-2002(f)(6)~~ applies for violations of this section.

**Sec. 8-2012. - Meter feeding.**

No person shall continuously park a vehicle in any onstreet parking meter zone longer than the maximum limit of parking time obtainable by the single operation of such meter, nor shall such person deposit or cause to be deposited in an onstreet parking meter a coin for the purpose of extending parking time beyond such maximum limit. The penalty for violating this provision shall be the same as that for other parking violations as outlined in this chapter, section ~~8-2015.1(c)8-2002(f)~~.

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

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

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

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

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

<u>Violation</u>	<u>Within 730 days</u>	<u>2nd Week (day 8- 14)31-45 Days</u>	<u>3rd Week (thereafter )After 45 Days</u>
<u>Expired meter</u>	<u>\$10.00</u>	<u>\$25.00</u>	<u>\$45.00</u>
<u>Parking in fire lane</u>	<u>50.00</u>	<u>125.00</u>	<u>150.00</u>

Commented [LR5]: Not codified from 2<sup>nd</sup> reading in December 2015

<u>Violation</u>	<u>Within 730 days</u>	<u>2nd Week (day 8-14) 31-45 Days</u>	<u>3rd Week (thereafter) After 45 Days</u>
<u>Parked on wrong side of street</u>	<u>25.00</u>	<u>75.00</u>	<u>100.00</u>
<u>Parked in no parking zone</u>	<u>50.00</u>	<u>125.00</u>	<u>150.00</u>
<u>Double parked</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>
<u>Blocking driveway</u>	<u>50.00</u>	<u>125.00</u>	<u>150.00</u>
<u>Parking in loading zone</u>	<u>50.00</u>	<u>125.00</u>	<u>150.00</u>
<u>Blocking a fire hydrant</u>	<u>75.00</u>	<u>175.00</u>	<u>200.00</u>
<u>Parking on private property</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>
<u>Parking illegally in handicapped space</u>	<u>400.00</u> <del>500.00</del>	<u>State Mandate</u>	
<u>Boot fee</u>	<del>60.00</del> <u>100.00</u>	<del>80.00</del> <u>100.00</u>	<u>100.00</u>
<u>Other parking violations</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>

Commented [LR5]: Not codified from 2<sup>nd</sup> reading in December 2015

Commented [LR6]: Not Codified 12/2015

Commented [LR7R6]: Not codified

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

- (e) Any person who shall violate any of the provisions of this Chapter for which a penalty is not listed in Sec. 8-2015.1(c) shall be charged with a misdemeanor and upon conviction be punished as provided in Sec. 1-3048.
- (f) If the City contracts with a private entity to assist the City in administering the City's parking ordinances and programs, the Chief of Police is authorized to appoint employees of that private entity as code enforcement officers to administer and enforce the City's parking ordinances and programs, pursuant to S.C. Code § 5-7-32. Any individuals appointed as code enforcement officers whose duties include parking enforcement activities, including the issuance of notices of violations or collection or handling of money shall:
  - (1) undergo criminal background checks and drug testing to be conducted by the private entity. The results of the background checks and drug tests shall be provided to the Chief of Police; and
  - (2) undergo a training program approved by the Chief of Police before they undertake any enforcement activities.

**Sec. 8-2016. - Immobilization of vehicles.**

- (a) A police officer or any other person designated by the chief of police may immobilize by the use of vehicle immobilization equipment any vehicle which is parked in a public right-of-way, and for which there are three (3) or more outstanding, unpaid, overdue parking ticketsnotices of violations, the latest of which has been unpaid for a period of at least fifteen (15) days.
- (b) When attaching vehicle immobilization equipment to a vehicle, the officer shall affix notice to the windshield or other part of the vehicle so as to be readily visible. The notice shall:
  - (1) Warn that the vehicle has been immobilized and that any attempt to move the vehicle may result in damage to the vehicle;
  - (2) State the total amount of civil penalties due for parking ticketsnotice of violations which are overdue and unpaid that are attributable to such vehicle, in addition to an immobilization fee for the removal of the vehicle immobilization equipment; and
  - (3) List the address and telephone number to be contacted to pay the charges to have the vehicle immobilization equipment removed.
- (c) If the civil penalties and the immobilization fee are not paid, or satisfactory arrangements in lieu of payment are not made, by 6:00 p.m. on the date of the attachment of the vehicle immobilization equipment the vehicle may be towed and impounded as provided in section 8-2003.
- (d) Upon payment of all civil penalties, overdue and unpaid parking ticketsnotices of violations, and the immobilization fee, the vehicle immobilization equipment shall be removed and the vehicle released to the registered owner or any other person legally entitled to claim possession of the vehicle. The fee may be paid in the form of a refundable bond pending the outcome of a hearing requested pursuant to section 8-2018.

**Commented [LR8]:** This new section does not provide for an appeal of the violation or a hearing before a municipal judge before being convicted of a misdemeanor.

**Commented [BC9R8]:** Violations are treated the same as any other violation of the Code. If the fine is unpaid and the City wants to prosecute, it can issue a summons and the case can be tried.

**Commented [LR10]:** These amendments does not include Section 8-2016 to 2020 which covers Immobilization of vehicles for non-payment of 3 or more tickets. Not sure if you want to wait on these sections as they should be discussed with Council prior to presenting to them. 8-2016 currently references the immobilization (booting) fee as \$50. This was increased in 2015 to \$100

**Commented [BC11R10]:** I didn't have any amendments to those sections, so they weren't included. We can include that amendment if we want.

- (e) It shall be unlawful for anyone to remove vehicle immobilization equipment placed on a vehicle pursuant to this section without all civil penalties and application charges having first been paid, or a bond posted. The ~~city~~ City shall not be responsible for any damage to an immobilized illegally parked vehicle resulting from unauthorized attempts to free or move the vehicle.
- (f) Charges. An immobilization fee of fifty dollars (\$~~50~~100.00) shall be charged for the removal of the vehicle immobilization equipment.
- (g) ~~Enforcement of this ordinance shall commence on November 1, 2002. Council hereby designates the month of October, 2002, as a one-time only amnesty period during which violators with three (3) or more outstanding, unpaid or overdue parking tickets shall be eligible to settle their account with the City Finance Department for half of the fee required in section 8-2002.~~

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## Sec. 8-2002. Parking meters.

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

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

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

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

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

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

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

Parking in the Library Lot and Playground Lot shall have a time limitation of two (2) hours.

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

All other streets with meters shall have a time limitation of four (4) hours.

The deposition of the coins or other legal tender in the meter or pay station, and the placing of the meter or pay station in operation as set forth above permits the parking space to be lawfully occupied for the period of time purchased, but if the parked vehicle shall remain parked beyond the time indicated by the meter or pay station, then, and in that event, the vehicle shall be considered to be parked overtime and the overtime parking of a vehicle shall constitute a violation of this section and the person parking it or leaving it so parked shall, upon conviction, be subject to the punishment hereafter set forth

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

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

(e) The city shall have lines ~~or parkings~~ painted or placed upon the curb and on the street adjacent to each parking meter for the purpose of designating the parking space for which each meter is to be used and the operator of a vehicle, when parking the vehicle in a parking space shall keep the vehicle within the lines or markings so established.

(f) It shall be the duty of the police officers, or other authorized enforcement agent of the city, acting in accordance with instruction issued by the chief of police or city manager, to report:

- (1) The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to the meter is or has been parked in violation of any of the provisions of this section.
- (2) The state license number of the vehicle.
- (3) The time during which the vehicle is parked in violation of any of the provisions of this section.
- (4) Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending the violation.
- (5) Each police officer or meter attendant shall attach to any vehicle found violating the provisions of this section a "Police Notice for Parking Violation-" if the violation is enforced by a police officer, or a "Parking Violation" if the violation is enforced by Park Beaufort or another authorized enforcement agent. The registered owner of the vehicle shall be responsible for the payment of the fine indicated or must follow the appeal procedures set forth on the Parking Violation or appear in municipal court for trial as set forth on the Police Notice for Parking Violation. Payment of the fine may be made by enclosing the fine in the parking violation envelope and mailing the envelope to the noted address by the U.S. Postal Service or delivering the same depositing the envelope in any yellow courtesy box installed on the parking meter standards or mailing the envelope to city hall by the U.S. Postal Service. If a receipt is required, the fine must be paid at city hall for a Police Notice for Parking Violation, or to Park Beaufort for a Parking Violation. After exhaustion of the administrative appeal, should the owner or operator desire a trial in municipal court for the parking violation, they must contact the clerk of municipal court within seven (7) days to schedule a hearing.
- (6) The "Notice of Parking Violation"-parking violation envelopes referenced above will be issued for the following parking violations with the accompanying fine, and penalty increase, shown beside each violation, as follows:

Violation	Within <del>30</del> 7 days	<del>2nd Week</del> ( <del>day 8—</del> <del>14</del> ) <del>31-45</del> Days	<del>3rd Week</del> ( <del>thereafter</del> ) <del>After</del> 45 Days
Expired meter	\$10.00	\$25.00	\$45.00
Parking in fire lane	50.00	125.00	150.00
Parked on wrong side of street	25.00	75.00	100.00
Parked in no parking zone	50.00	125.00	150.00
Double parked	25.00	50.00	75.00
Blocking driveway	50.00	125.00	150.00
Parking in loading zone	50.00	125.00	150.00
Blocking a fire hydrant	75.00	175.00	200.00
Parking on private property	25.00	50.00	75.00
Parking illegally in handicapped space	<del>400.00</del> 500.00	State Mandate	
Boot fee	<del>60.00</del> 100.00	<del>80.00</del> 100.00	100.00
Other parking violations	25.00	50.00	75.00

An arrest warrant may be issued to enforce payment if the above provisions are not complied with.

- (g) ~~Any person who shall violate any of the provisions of this section or any person who shall assist in the violation, shall be deemed guilty of a misdemeanor and upon conviction be punished as provided in section 1-3048.~~

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

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

(Ord. No. O-14-80, 10-28-80; Ord. No. O-06-81, 4-14-81; Ord. No. O-25-85, 11-12-85; Ord. No. O-32-89, 12-12-89; Ord. No. O-02-90, 3-13-90; Ord. No. O-30-90, 12-11-90; Ord. No. O-07-91, 2-12-91; Ord. No. O-17-94, 8-9-94; Ord. No. O-04-95, 3-28-95; Ord. No. O-23-99, 4-27-99; Ord. No. O-25-99, 5-11-99; Ord. No. O-20-04, §§ 2, 3, 7-27-04; Ord. No. O-07-10, §§ 1—6, 3-9-10; Ord. No. O-04-11, § 1, 1-11-11; Ord. No. O-11-14, 4-22-14; Ord. No. O-04-16, 2-23-16)



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 5/8/2025  
**FROM:** Philip E. Cromer, Mayor  
**AGENDA ITEM**  
**TITLE:** Short-Term Rental Regulations  
**MEETING**  
**DATE:** 5/13/2025  
**DEPARTMENT:** City Managers Office

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*BACKGROUND INFORMATION:*

Mayor-led discussion on Short-term rental regulations.

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*PLACED ON AGENDA FOR:* Discussion

*REMARKS:*