



Regular Town Council Meeting

Thursday, November 13, 2025 at 5:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC

AGENDA

This meeting can be viewed live on [BCTV](#), on Sparklight Channel 9 and 113 or on Spectrum Channel 1304.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. INVOCATION

IV. ADOPTION OF THE MINUTES

- [1.](#) Regular Meeting Minutes of 10/14/2025
- [2.](#) Quarterly Workshop Meeting Minutes of 10/21/2025

V. PRESENTATIONS, CELEBRATIONS, AND RECOGNITIONS

1. Beaufort County School District Character Student of the Month – Mayor Larry Toomer
2. Smoke Free and Vape Free Awareness Proclamation - Mayor Larry Toomer

VI. PUBLIC COMMENT

VII. COMMUNICATIONS FROM MAYOR AND COUNCIL

VIII. WORKSHOP AGENDA ITEMS

- [1.](#) Beaufort County Single-Use Plastics Survey Results - Juliana Zadik, Environmental Long Range Planner

IX. PUBLIC HEARING & FINAL READING

X. FORMAL AGENDA ITEMS

- [1.](#) An Ordinance Authorizing the Town Manager to Execute and Deliver Such Documents, Covenants, Easements, and Restrictions in Accordance with the Conditions Imposed by Beaufort County Council as Part of the Green Space Program Over Certain Real Properties to be Purchased by the Town of Bluffton with Assigned Tax Map Nos. R610 030 000 0138 0000 and R610 030 000 1971 0000 – Second & Final Reading - Stephen Steese, Town Manager

- [2.](#) Consideration of an Ordinance Amending Chapter 26, Article 2 of the Town Code to Establish Rules of Operation for Specialized Vehicles – Second & Final Reading – Kevin Icard, Director of Growth Management
- [3.](#) Consideration of Ordinance Amending Chapter 6 – Businesses and Business Regulations, Appendix A – Business Licenses Rate Schedule and Appendix B – Business License Class Schedule by NAICS Code of the Town Code as Required by Act 176 of 2020 - Second & Final Reading - Natalie Majorkiewicz, Director of Finance
- [4.](#) Consideration of Amendments to the Municipal Code of Ordinances, Chapter 12 – Environment, Article 3 – Noise Control and Chapter 13 – Public Property, Article 2 – Public Park and Boat Landing Rules, Section 13-38 Oyster Factory Park – Second & Final Reading - Heather Colin, Assistant Town Manager
- [5.](#) Consideration of an Intergovernmental Agreement with South Carolina Municipal Insurance Trust (SCMIT) for Workers' Compensation Protection for the Town of Bluffton - Steven Pecko, Accounting & Risk Manager
- [6.](#) Consideration of an Ordinance for a Master Lease to the Don Ryan Center for Innovation, Inc. for Real Property Owned by the Town of Bluffton, identified as Beaufort County Tax Map No. R610 030 000 2066 0000 located at 97 Progressive Street, Bluffton, South Carolina – Second and Final Reading – Paul Arvantides, CEO of Don Ryan Center for Innovation

XI. CONSENT AGENDA ITEMS

- [1.](#) Monthly Department Reports: Police, Finance and Administration, Human Resources, Municipal Court, Projects & Watershed Resilience, Public Services, Don Ryan Center for Innovation, and Growth Management
- [2.](#) Town Manager Monthly Report
- [3.](#) Consideration of a Resolution to Authorize Renewal of Cost-sharing Carolina Clear Stormwater Public Education Services between the Town of Bluffton and Beaufort County Stormwater Utility - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
4. Lung Cancer Awareness Proclamation - Mayor Larry Toomer
- [5.](#) Consideration of a Resolution to Appoint the Town of Bluffton Ex Officio Representative to the Beaufort County Stormwater Utility Board - Kimberly Washok-Jones, Director of Projects and Watershed Resilience

XII. EXECUTIVE SESSION

1. Personnel Matters Regarding Town Council Appointments of Boards, Committees, and Commissions (Pursuant to Freedom of Information Act 30-4-70 [a][1])
2. Discussions Relating to Arrangements for Proposed Land Acquisition in the Area within the Buckwalter PUD and the New Riverside PUD (Pursuant to SC Freedom of Information Act 30-4-70 [a] [2])
3. Discussion of a Proposed Agreement for Engineering Services for a Connector Road in the New Riverside Master Plan (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])

XIII. ACTION FROM EXECUTIVE SESSION

XIV. ADJOURNMENT**NEXT MEETING DATE: Tuesday, December 9, 2025**

“FOIA Compliance – Public notification of this meeting has been published and posted in compliance with the Freedom of Information Act and the Town of Bluffton policies.”

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Town of Bluffton will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. The Town of Bluffton Council Chambers are ADA compatible. Auditory accommodations are available. Any person requiring further accommodation should contact the Town of Bluffton ADA Coordinator at 843.706.4500 or adacoordinator@townofbluffton.com as soon as possible but no later than 48 hours before the scheduled event.

Executive Session – The public body may vote to go into executive session for any item identified for action on the agenda.

**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. To submit a public comment online, please click here: <https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60>
Public comment is limited to 3 minutes per speaker.*

Regular Town Council Meeting

Theodore D. Washington Municipal Building, Henry “Emmett” McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC
October 14, 2025

I. CALL TO ORDER

Mayor Toomer called the meeting to order at 5:00 PM.

Mayor Pro-Tempore Wood - Absent

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Toomer.

III. INVOCATION

The Invocation was led by Councilmember Burden.

IV. ADOPTION OF THE MINUTES

1. Regular Meeting Minutes of 09/09/2025

A motion made by Councilmember Burden; seconded by Councilmember Hamilton to approve the Regular Meeting Minutes of 09/09/2025.

Town Council unanimously approved the minutes as written.

V. PRESENTATIONS, CELEBRATIONS, AND RECOGNITIONS

1. Beaufort County School District Character Student of the Month - Mayor Larry Toomer

Mayor Larry Toomer honored Parker Hooser for the character traits of friendship and kindness. She is a 2nd grader, attending Bluffton Elementary School.

2. National Medicine Abuse Awareness Month - Mayor Larry Toomer

Mayor Larry Toomer presented a proclamation for “National Medicine Abuse Awareness Month,” an annual campaign to raise awareness of medicine misuse. Kyra Pasqualone and Tamyra Bolden from Lowcountry Alliance for Healthy Youth accepted the proclamation.

3. Breast Cancer Awareness Month Proclamation - Mayor Larry Toomer

Mayor Larry Toomer read a proclamation for Breast Cancer Awareness Month.

VI. PUBLIC COMMENT

Bobby Mozingo 40 Lawrence Street - Mr. Mozingo spoke before Council concerning the Noise Control Ordinance.

Virginia Marshall representing Beaufort County EMS shared information regarding the 4th Annual Beaufort County First Responder Food Drive being held November 1- December 12, 2025.

Jacqueline Bower 8 Wharf Street - Ms. Bower spoke before Council concerning the Noise Control Ordinance.

Vickie Buckley 110 Crestview Lane - Ms. Buckley addressed Council regarding the proposed development at the Pinecrest Golf Course.

Sharon Brown 163 Buck Island Road - Ms. Brown provided remarks concerning public commentary related to Councilmember Frazier and the ongoing legal proceedings.

Jeff Dixon 3 Cherry Orchard Lane - Mr. Dixon addressed Council to share his comments regarding Councilmember Frazier and matters related to ongoing legal litigation.

VII. COMMUNICATIONS FROM MAYOR AND COUNCIL

Councilmember Burden stated she had no report at this time.

Councilmember Frazier offered prayers of peace and healing for all those affected by the recent tragedy on St. Helena. She advised that she will not be commenting on matters related to ongoing legal litigation. Councilmember Frazier also expressed gratitude for the recognition of Breast Cancer Awareness Month through the Town's proclamation.

Mayor Toomer noted that Mayor Pro-Tempore Wood was absent due to traveling with his brother.

VIII. WORKSHOP AGENDA ITEMS

IX. PUBLIC HEARING & FINAL READING

X. FORMAL AGENDA ITEMS

1. Proposed Amendments to the Town of Bluffton Code of Ordinances to include Regulations Addressing Abandoned and Derelict Boats in the Town's Waterways – Second & Final Reading – Heather Colin, Assistant Town Manager

A motion made by Councilmember Hamilton; seconded by Councilmember Burden to approve the second and final reading of an ordinance amending the Town of Bluffton Code of Ordinances, Chapter 13, to include Article III to establish procedures, requirements, and penalties for derelict, abandoned, and sunken vessels and other matters related.

Town Council unanimously approved amending the ordinance.

2. Consideration of an Ordinance Approving a Real Property Exchange Agreement between the Town of Bluffton and the Beaufort County School District for Certain Real Property Owned by the Town of Bluffton within Buckwalter Planned Unit Development Identified as R610-022-000-1094-0000; and Authorizing Execution and Recording of Certain Documents Therewith – Second & Final Reading – Kevin Icard, Director of Growth Management

A motion made by Councilmember Burden; seconded by Councilmember Hamilton to approve the second and final reading of an ordinance authorizing the Town Manager, in consultation with legal counsel, to execute all necessary documents, including the extinguishment of the easement agreements, land swap agreement, and the purchase and sales agreement and to make any amendments that do not change the project scope as outlined in the attachments and exhibits.

Town Council unanimously approved the ordinance.

3. Consideration of an Ordinance Amending the Town of Bluffton Fiscal Year 2026 Budget to Provide for the Expenditures of Certain Funds; and to Allocate Sources of Revenue for the Said

Funds to Carryover Unspent Expenditures and Encumbrances from the FY2025 Budget to the FY2026 Budget – Second & Final Reading - Natalie Majorkiewicz, Director of Finance

A motion made by Councilmember Frazier; seconded by Councilmember Hamilton to approve the second and final reading of an ordinance amending the Town of Bluffton Fiscal Year 2026 Budget to provide for the Expenditures of Certain Funds; commit additional funds to the Capital Asset Reserve Fund; and to Allocate Sources of Revenue for the Said Funds to Carryover Unspent Expenditures and Encumbrances from the FY2025 Budget to the FY2026 Budget.

Town Council unanimously approved the ordinance amending the Town of Bluffton Fiscal Year 2026 Budget.

4. Consideration of an Ordinance Authorizing an Economic Development Incentive Agreement between the Town of Bluffton and Spartina 449, LLC. Second & Final Reading – David Nelems – Director of Special Projects, Don Ryan Center for Innovation

A motion made by Councilmember Burden; seconded by Councilmember Hamilton to approve second and final reading of an ordinance authorizing the Town Manager to enter into an Economic Development Grant Agreement between the Town of Bluffton and Spartina 449, LLC.

Town Council unanimously approved the ordinance for Economic Development Grant Agreement.

5. Consideration of Amendments to the Municipal Code of Ordinances, Chapter 12 – Environment, Article 3 – Noise Control and Chapter 13 – Public Property, Article 2 – Public Park and Boat Landing Rules, Section 13-38 Oyster Factory Park – First Reading, Heather Colin, Assistant Town Manager

Motion 1:

A motion made by Councilmember Burden; seconded by Mayor Toomer to approve the first reading of an ordinance amending the Town of Bluffton Code of Ordinances, Chapter 12 – Environment, Article 3 – Noise Control and Bluffton Code of Ordinances, Chapter 13 – Public Property, Article 2 – Public Park and Boat Landing Rules, Section 13-38 Oyster Factory Park.

Town council unanimously approved the first reading to amend the ordinance.

Motion 2:

A motion made by Councilmember Burden; seconded by Councilmember Hamilton to approve the first reading of an ordinance amending the Town of Bluffton Code of Ordinances, Chapter 13 – Public Property, Article 2 – Public Park and Boat Landing Rules, Section 13-38 Oyster Factory Park.

Town council unanimously approved the first reading to amend the ordinance.

6. Consideration of Public Art Committee Recommendation to Award a Public Art Commission at New Riverside Barn Park to Michael McLaughlin with a Fiscal Impact of \$65,000 - Chris Forster, Assistant Town Manager

A motion made by Councilmember Frazier; seconded by Mayor Toomer to approve the Public Art Committee's recommendation to award the Public Art Commission at New Riverside Barn Park to Michael McLaughlin, with a fiscal impact of \$65,000.

The motion failed with a 2–2 vote, as Councilmembers Hamilton and Burden opposed the recommendation.

7. Consideration of the Acceptance of the Hilton Head Medical Center, LLC's One Hundred Percent (100%) Annexation Petition to Annex Certain Real Property Contiguous to the Town of Bluffton's Corporate Boundaries Consisting of a Total of 1.58 Acres, More or Less, Located at the Northwest Corner of Lake Point Drive and the Buckwalter Parkway and Bearing Beaufort County Tax Map No. R600 029 000 2409 0000 – Kevin Icard, Director of Growth Management

Motion 1:

A motion made by Councilmember Frazier; seconded by Councilmember Hamilton to approve to accept the Hilton Head Medical Center, LLC, One Hundred Percent (100%) Annexation Petition to Annex Certain Real Properties Contiguous to the Town of Bluffton's Corporate Boundaries Consisting of a Total of 1.58 Acres, More or Less, and Bearing Beaufort County Tax Map Nos. R600 029 000 2409 0000.

Town Council unanimously approved the annexation petition.

Motion 2:

A motion made by Councilmember Hamilton; seconded by Councilmember Burden to forgo referral of Hilton Head Medical Center, LLC's One Hundred Percent (100%) Annexation Petition to the Town of Bluffton Negotiating Committee.

Town Council unanimously agreed to forgo the referral to the Negotiating Committee.

8. Consideration of an Ordinance Amending Chapter 26, Article 2 of the Town Code to Establish Rules of Operation for Specialized Vehicles – First Reading – Kevin Icard, Director of Growth Management

A motion was made by Councilmember Hamilton; seconded by Councilmember Frazier to approve an ordinance amending Chapter 26, Article 2 of the Town Code to Establish Rules of Operation for Specialized Vehicles.

Town Council unanimously agreed to amend the ordinance.

9. Consideration of Ordinance Amending Chapter 6 – Businesses and Business Regulations, Appendix A – Business Licenses Rate Schedule and Appendix B – Business License Class Schedule by NAICS Code of the Town Code as Required by Act 176 of 2020 – First Reading – Natalie Majorkiewicz, Director of Finance

A motion made by Councilmember Frazier; seconded by Councilmember Hamilton to approve an ordinance amending the Town of Bluffton Code of Ordinances, Chapter 6, Business and Business Regulations, Appendix A, Business Licenses Rate Schedule and Appendix B, Business License Class Schedule by NAICS Code to comply with Act 176 of 2020.

Town Council unanimously approved the ordinance amendment.

10. Approval to Authorize a Construction Contract with Gulf Stream Construction Company, Inc. for Construction of the Pritchard Street Streetscape Project (Fiscal Impact: \$2,540,000.00) – Beth Lewis, Water Quality Program Manager

A motion made by Councilmember Hamilton, seconded by Councilmember Frazier authorizing the Town Manager to enter into a contract with Gulf Stream Construction Company, Inc. for construction of the Pritchard Street Streetscape Project for a total fiscal impact of \$2,540,000, which includes a contingency of nearly 20%.

Town council unanimously authorized the Town Manager to enter into a contract with Gulf Stream Construction Company, Inc.

11. Consideration of an Ordinance for a Master Lease to the Don Ryan Center for Innovation, Inc. for Real Property Owned by the Town of Bluffton, Identified as Beaufort County Tax Map No. R610 030 000 2066 0000 located at 97 Progressive Street, Bluffton, South Carolina – Chris Forster, Assistant Town Manager

A motion made by Councilmember Frazier, seconded by Councilmember Hamilton to approve an ordinance authorizing the Town Manager to enter into a commercial master lease agreement with The Don Ryan Center for Innovation, Inc. establishing a landlord-tenant relationship for the property located at 97 Progressive Street, Bluffton South Carolina to foster continued economic development within the Buckwalter Commerce Park.

Town Council unanimously approved the ordinance.

XI. CONSENT AGENDA ITEMS

A motion made by Councilmember Frazier; seconded by Councilmember Hamilton to approve the Consent Agenda as submitted.

Town Council unanimously approved the Consent Agenda items as submitted.

1. Monthly Department Reports: Police, Finance and Administration, Human Resources, Municipal Court, Projects & Watershed Resilience, Public Services, Don Ryan Center for Innovation, and Growth Management
2. Town Manager Monthly Report
3. Consideration of a Resolution to Update the Town of Bluffton Employee Handbook Policy: 5.9 Educational Bonus and Policy 5.11 Discretionary Awards - Anni Evans, Director of Human Resources
4. Community Planning Month Proclamation - Mayor Larry Toomer
5. Cyber Security Awareness Month Proclamation - Mayor Larry Toomer
6. Consideration of an Ordinance and Ratification of an Easement Over Certain Real Property owned by the Town of Bluffton, identified as Beaufort County Tax Map No. R610 030 000 1848 0000, in favor of Beaufort Jasper Water & Sewer Authority, to Provide Service to the Economic Development Project at Buckwalter Place – Chris Forster, Assistant Town Manager

XII. EXECUTIVE SESSION

A motion made by Councilmember Hamilton; seconded Councilmember Frazier to enter into Executive Session.

1. Discussions Relating to Arrangements for Proposed Land Acquisition in the Area along Bluffton Road (Pursuant to SC Freedom of Information Act 30-4-70 [a] [2])

XIII. ACTION FROM EXECUTIVE SESSION

A motion made by Councilmember Burden; seconded by Councilmember Hamilton to approve a resolution authorizing the Town Manager to enter into negotiations for three lots at 182 Bluffton Road contingent upon a suitable appraisal and other due diligence.

Town Council unanimously agreed to the authorization to enter into negotiations.

XIV. ADJOURNMENT

A motion made by Councilmember Hamilton; seconded by Mayor Toomer to adjourn at 7:10 PM.

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

Town Council Quarterly Workshop

Theodore D. Washington Municipal Building, Henry “Emmett” McCracken Jr. Council Chambers, 20
Bridge Street, Bluffton, SC

October 21, 2025

I. CALL TO ORDER

Mayor Pro-Tempore Wood called the workshop to order at 5:00 PM.

Mayor Toomer - Absent

Councilmember Frazier - Absent

II. PUBLIC COMMENTS - Pertaining only to agenda items

There were no Public Comments provided.

III. WORKSHOP AGENDA ITEMS

1. An Ordinance Authorizing the Town Manager to Execute and Deliver Such Documents, Covenants, Easements, and Restrictions in Accordance with the Conditions Imposed by Beaufort County Council as Part of the Green Space Program Over Certain Real Properties to be Purchased by the Town of Bluffton with Assigned Tax Map Nos. R610 030 000 0138 0000 and R610 030 000 1971 0000 – First Reading - Stephen Steese, Town Manager

A motion made by Councilmember Burden; seconded by Councilmember Hamilton to approve an ordinance authorizing the Town Manager to sign the grant agreements from Beaufort County and the South Carolina Conservation Bank, and the Beaufort County covenant agreement so long as they are in substantial form as those attached hereto.

Town Council unanimously approved the first reading of the ordinance.

2. Consideration of an Ordinance and Ratification of an Easement Over Certain Real Property owned by the Town of Bluffton, identified as Beaufort County Tax Map No. R610 030 000 1848 0000, in favor of Beaufort Jasper Water & Sewer Authority, to Provide Service to the Economic Development Project at Buckwalter Place – Second & Final Reading – Chris Forster, Assistant Town Manager

A motion made by Councilmember Hamilton; seconded by Councilmember Burden to approve the second and final reading of an Ordinance authorizing the Town Manager to execute an easement over certain real property owned by the Town of Bluffton, located at 101 Progressive Street, in favor of BJWSA to provide service to the Economic Development Project at Buckwalter Place.

Town Council unanimously approved the second and final reading of the ordinance.

3. Update and Discussion Related to a Second Pavilion at Oscar Frazier Park

An update and discussion related to a second pavilion at Oscar Frazier Park occurred for guidance and further direction to be taken by town staff regarding the recommended location of the pavilion suggested and the scale and design of the proposed pavilion.

4. Update and Discussion Related to the Buck Island Road Park

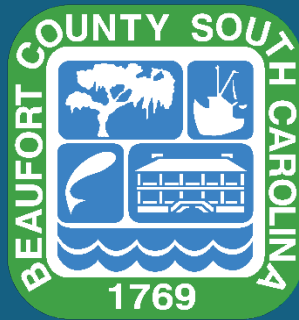
An update and discussion related to the Buck Island Road Park occurred for guidance and further direction to be taken by town staff. Discussions included review of concept plan items for the park. Staff reviewed the results of a Career Day Dotmocracy Exercise at Bluffton Middle School which received the feedback of 563 students of desired features at the park for consideration.

IV. ADJOURNMENT

A motion made by Councilmember Hamilton; seconded by Councilmember Burden was made to adjourn at 5:59 PM.

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

Larry C. Toomer, Mayor
Town of Bluffton, South Carolina



Single-Use Plastics Survey Results

April 2025

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Executive Summary

In May 2024, County Council asked staff to explore whether Beaufort County should improve and expand its 2018 Plastic Bag Ordinance. To guide this work, an ad-hoc committee of experts and community partners—including Keep Beaufort County Beautiful, the Coastal Conservation League, the Port Royal Sound Foundation, and multiple County departments, Planning & Zoning, Stormwater, Solid Waste and Recycling, and Communications and Accountability—was formed.

The committee designed two surveys (see *Appendix*) to test community and business support for regulating five common single-use plastics: thick plastic bags, Styrofoam take-out containers, Styrofoam cups, plastic utensils, and plastic straws. The surveys ran from January to April 2025 and during that time, the committee launched a countywide outreach campaign with media coverage, social media posts, chamber and business association partnerships, and door-to-door engagement in business districts. This effort produced 6,200 responses (6,062 residents and 138 businesses).

Results show strong public appetite for action:

- **Ban:** thick plastic bags, Styrofoam take-out containers, Styrofoam cups
- **By request only:** plastic utensils, plastic straws

The findings send a clear message—residents and businesses support reducing single-use plastics, with tailored strategies depending on the item.

Survey Results

Participation and Representation

Survey responses were well distributed across Beaufort County, suggesting the results reflect a region-wide perspective.

- **6,062 Residents (Figure 1):** One-third of responses came from Hilton Head/Daufuskie, one-third from Bluffton/Okatie, and one-third from communities north of the Broad River (Beaufort, Port Royal, Lady’s Island, and surrounding areas).
- **138 Businesses (Figure 2):** Roughly two-thirds of responses came from south of the Broad and one-third from the north, generally mirroring county population trends.

Figure 2. Resident Survey Participants by Region

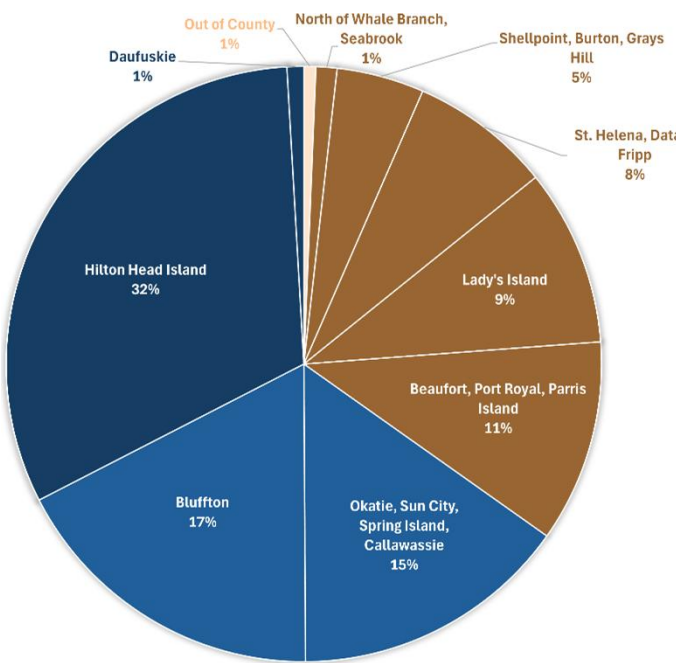
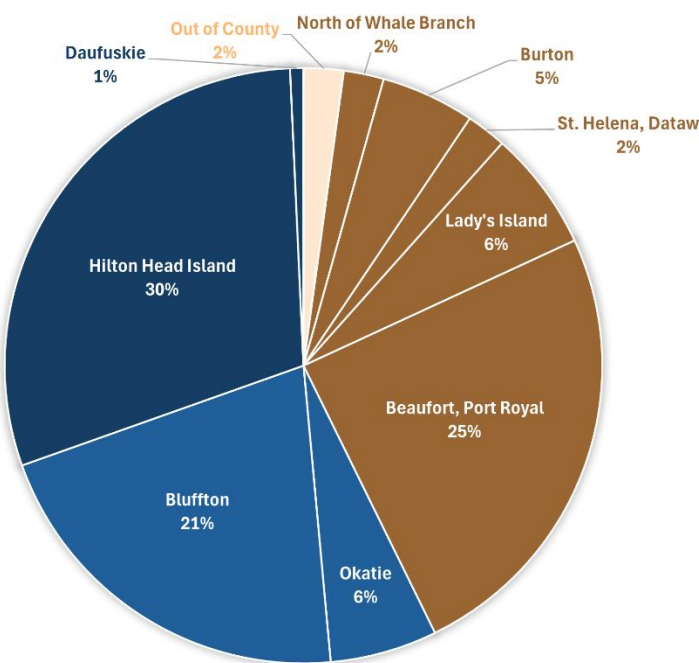


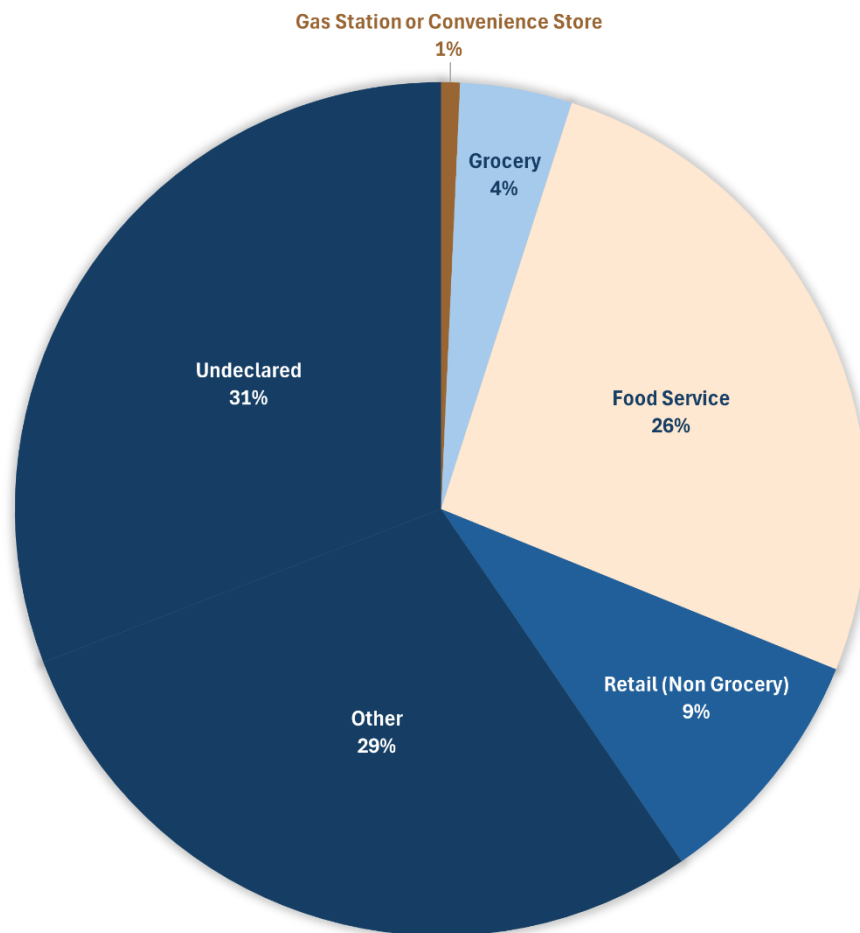
Figure 1. Business Survey Participants by Region



Business Participation

To better understand how impacts might differ across industries, a question identifying business type was added one month after launch. Of the 138 business participants, 69% reported their type: food service, grocery, gas/convenience, retail, or other. The remaining 31% did not specify and are grouped as “Undeclared”. (**Figure 3**).

Figure 3. Business Survey Participants by Type



Support for Regulating Single-Use Plastics

Both residents and businesses were asked about support for a complete ban on the five single-use plastics: thick plastic bags, Styrofoam containers, Styrofoam cups, plastic utensils, and plastic straws.

Figure 4. “How supportive are you of a COMPLETE BAN on the following plastic items?”

Figure 5. “How supportive would your business be for a COMPLETE BAN on the following plastic items?”

Participants could select from one of five options for each item: 1) Strong Support, 2) Moderate Support, 3) Neutral, 4) Moderate Opposition, and 5) Strong Opposition.

Results show:

- **Strongest support:** Styrofoam containers and cups. Residents supported bans by a 5:1 margin; businesses by a 3:1 margin.
- **Substantial support:** Plastic bags. Residents supported bans by a 4:1 margin; businesses by a 2:1 margin.
- **Mixed views:** Plastic utensils and straws. Residents favored bans roughly 2:1, but businesses were nearly evenly divided.

Figure 4. Residents' level of support for a complete ban on each of the single-use plastics.

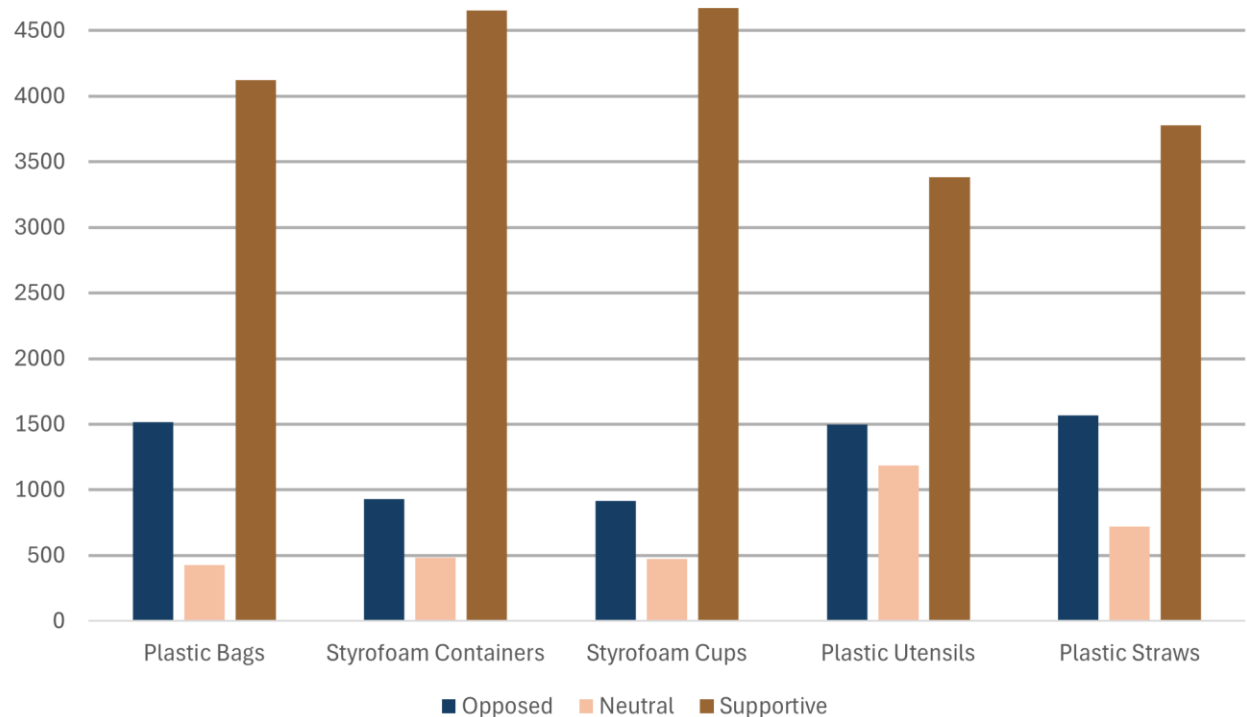
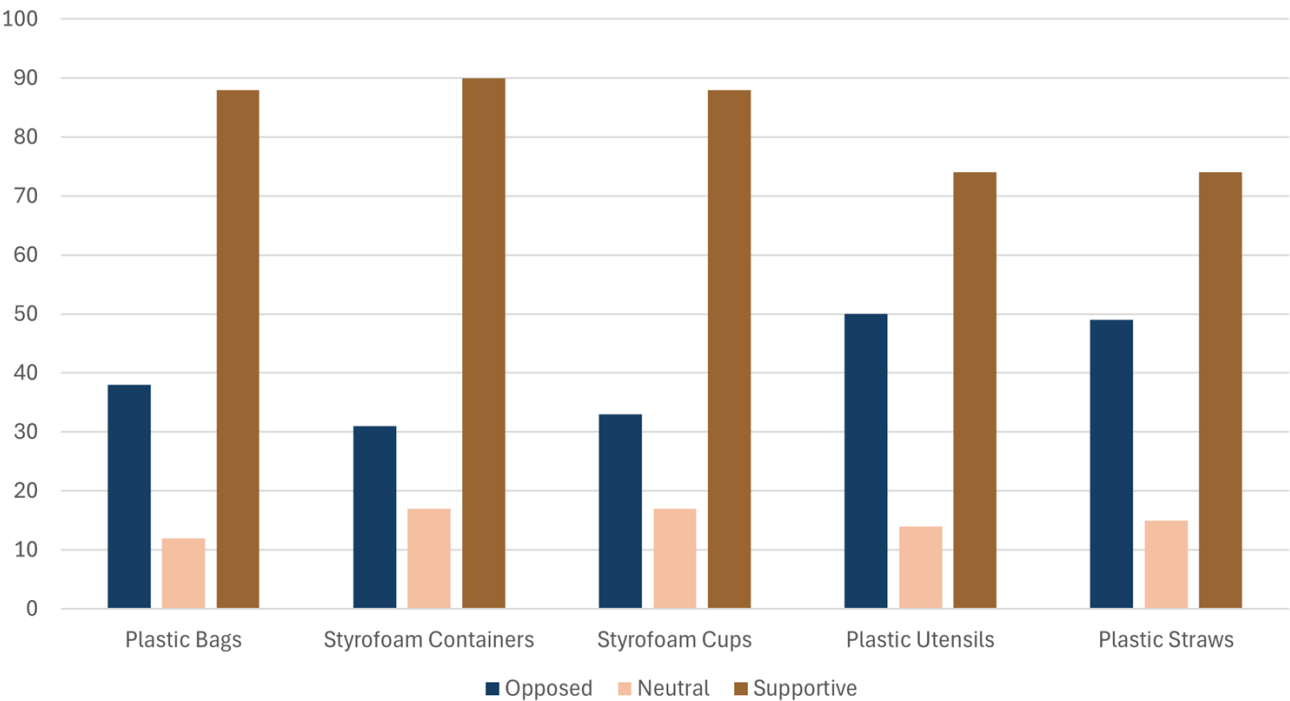


Figure 5. Businesses' level of support for a complete ban on each of the single-use plastics.



See appendix for breakdown of support/opposition responses.

Preferred Regulatory Strategies

Participants were then asked to choose the most effective approach for regulating single-use plastics—ban, customer fee, by request only, or no action.

Figures 6 and 7. “Which approach do you think would be most effective for reducing these non-biodegradable items from Beaufort County’s landfill and environment?

- A **ban** legislatively outlaws these items.
- A **customer fee** charges customers a fee to receive these items.
- **By request only** means these items would only be provided if a customer requests them.”

Participants provided one preferred regulatory action for each of the single-use plastics from the following four options: 1) ban, 2) customer fee, 3) by request only, and 4) none of these.

Results show:

- **Bans:** Strongly preferred for plastic bags, Styrofoam containers, and Styrofoam cups.

- **By request only:** Preferred for utensils and straws. Residents and businesses leaned toward this option for utensils, but residents were split between by request only and bans for straws, where businesses favored bans.
- **Customer fees/no action:** Consistently the least supported strategies.

Figure 7. Resident recommendations for regulatory actions.

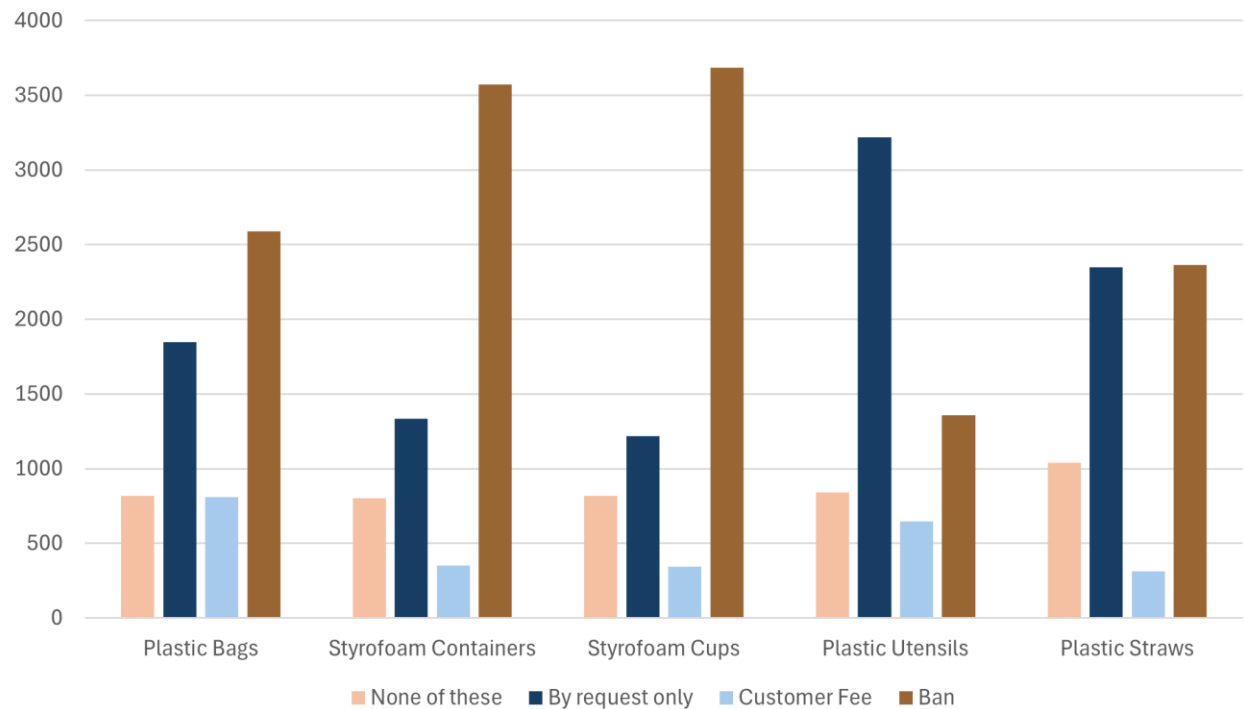
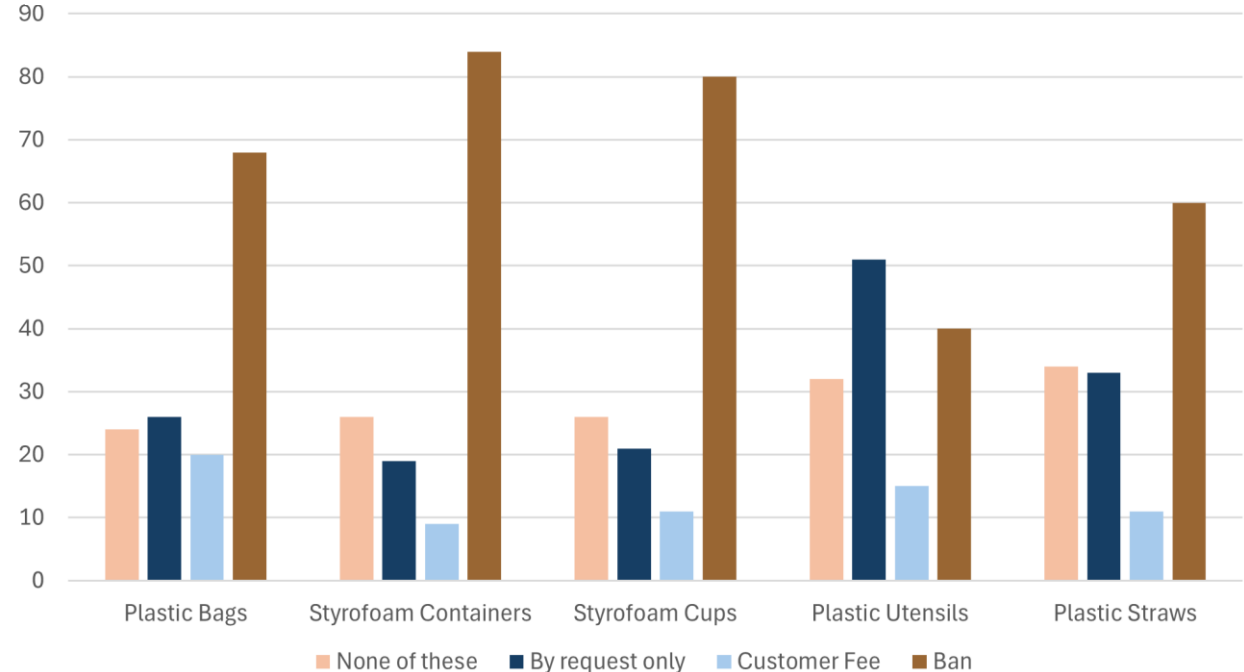


Figure 6. Business recommendations for regulatory actions.



Food-Related Business Responses

Given that food-related businesses will be most affected, their responses were analyzed separately (**Figures 8 and 9**). Food-related businesses represent Gas Station/Convenience, Grocery, and Food Service businesses. Of the 138 business responses, 44 (31%) were food-related.

- Food-related businesses supported bans on plastic bags and Styrofoam products at levels similar to the general business community.
- Opinions diverged on utensils and straws. Food-related business respondents were nearly evenly split between bans and opposition, with more resistance to banning these items compared to survey participants overall.
- Food-related businesses supported regulatory action similarly to survey participants for plastic bags and Styrofoam products, but were nearly evenly split between bans and by request only for plastic utensils, and bans, no action, and by request only for straws.

Figure 8. Food-related businesses' level of support for a complete ban on each of the single-use plastics.

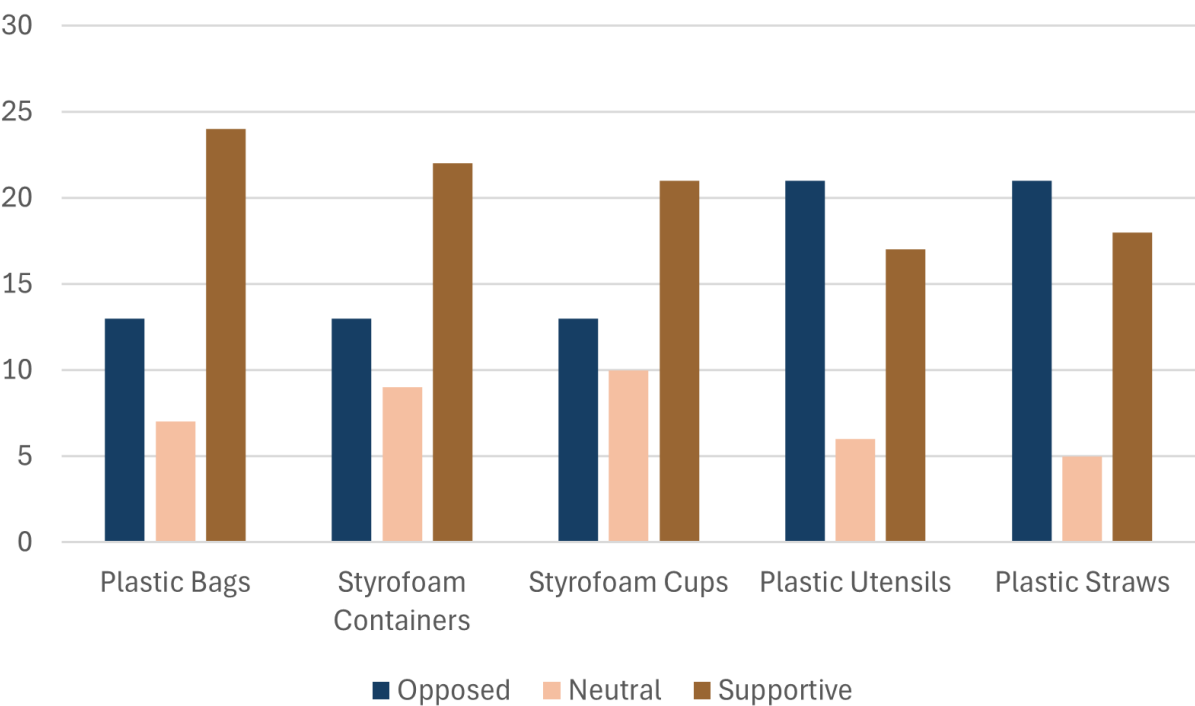
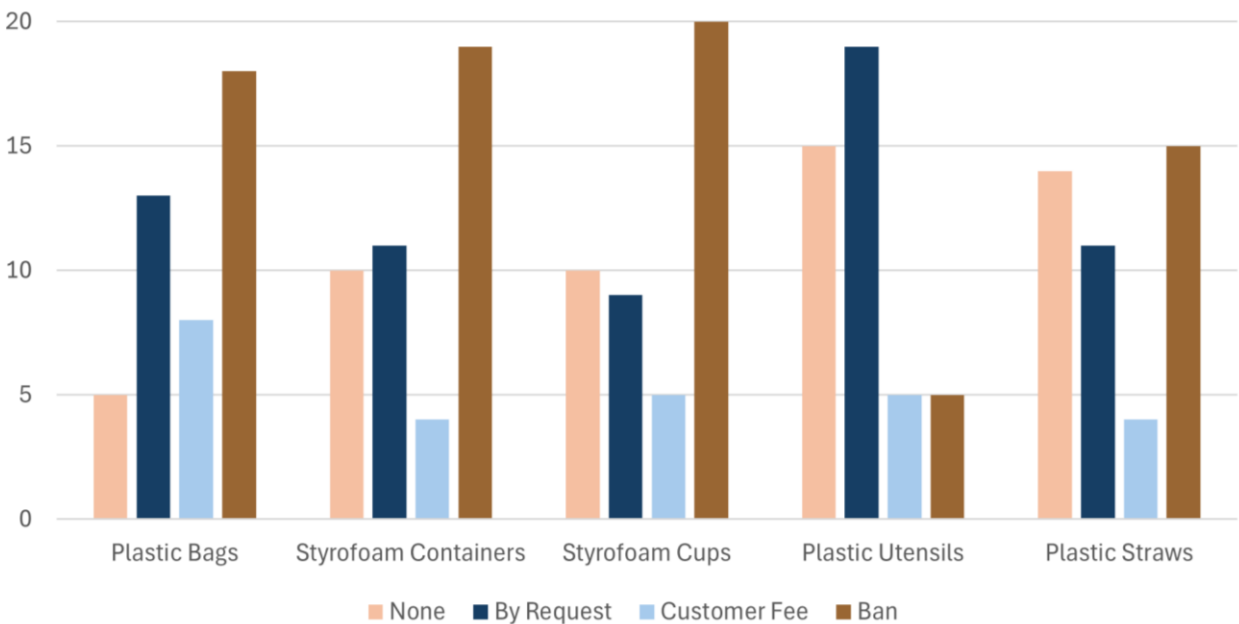


Figure 9. Food-related businesses’ recommendations for regulatory actions.



Current Use of Single-Use Plastics

Survey questions also assessed how frequently these items are distributed or received.

Figure 10. Residents were asked “How often do you receive the following items from food service businesses in Beaufort County?” Participants could select from one of five options: 1) Always, 2) Often, 3) Sometimes, 4) Rarely, and 5) Never.

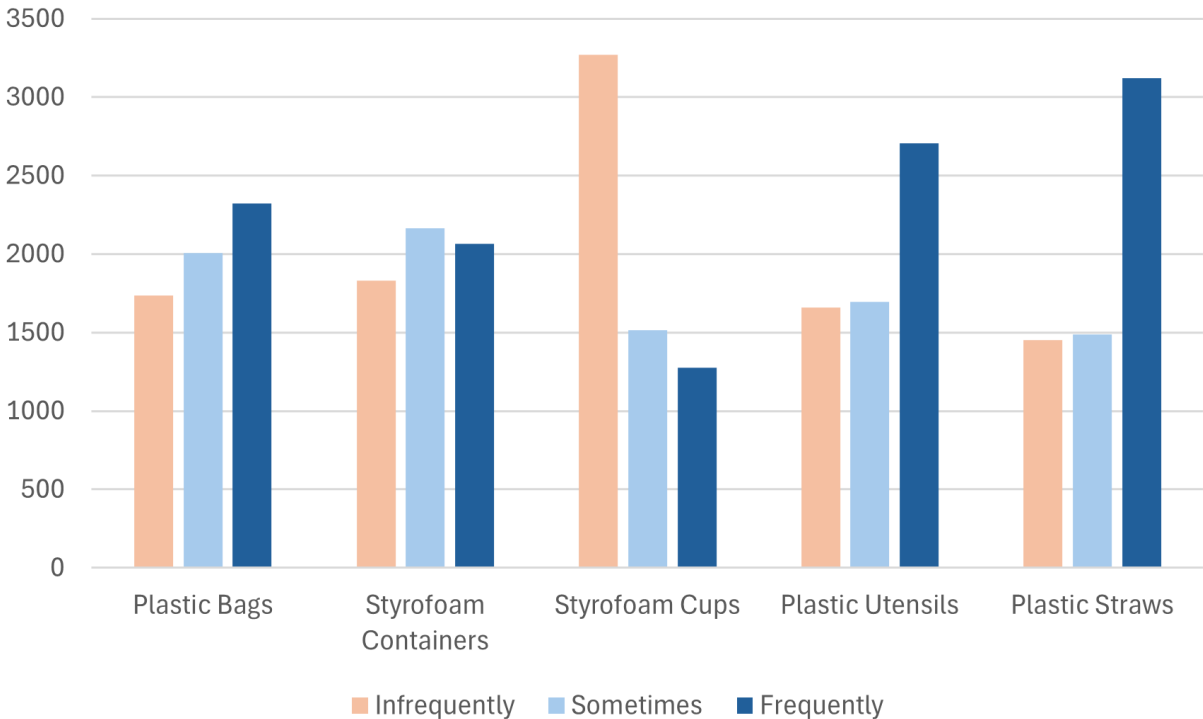
Figures 11 and 12. Businesses were asked “How many of the following plastic items does your business distribute in a typical day?” Participants could select from one of the following four options: 1) None, 2) Less than 150, 3) 150 – 500, and 4) More than 500.

Results show:

- **Residents:** Reported receiving utensils and straws most often, while Styrofoam cups were least common.
- **Businesses:** Confirmed these trends, with many not distributing plastic bags or Styrofoam products at all. In fact, the majority of businesses reported they do not distribute the five items, suggesting limited economic impact from regulation.

- **Food-related businesses:** Most frequently provide plastic utensils and straws. Distribution of plastic bags and Styrofoam cups is less frequent but more businesses provide them than don't. Styrofoam cups were evenly split, about as many businesses provide them as don't.

Figure 10. Frequency of receiving single-use plastics for Residents.



See Appendix for breakdown of frequency of receipt.

Figure 11. Daily distribution amounts of single-use plastics for all business participants.

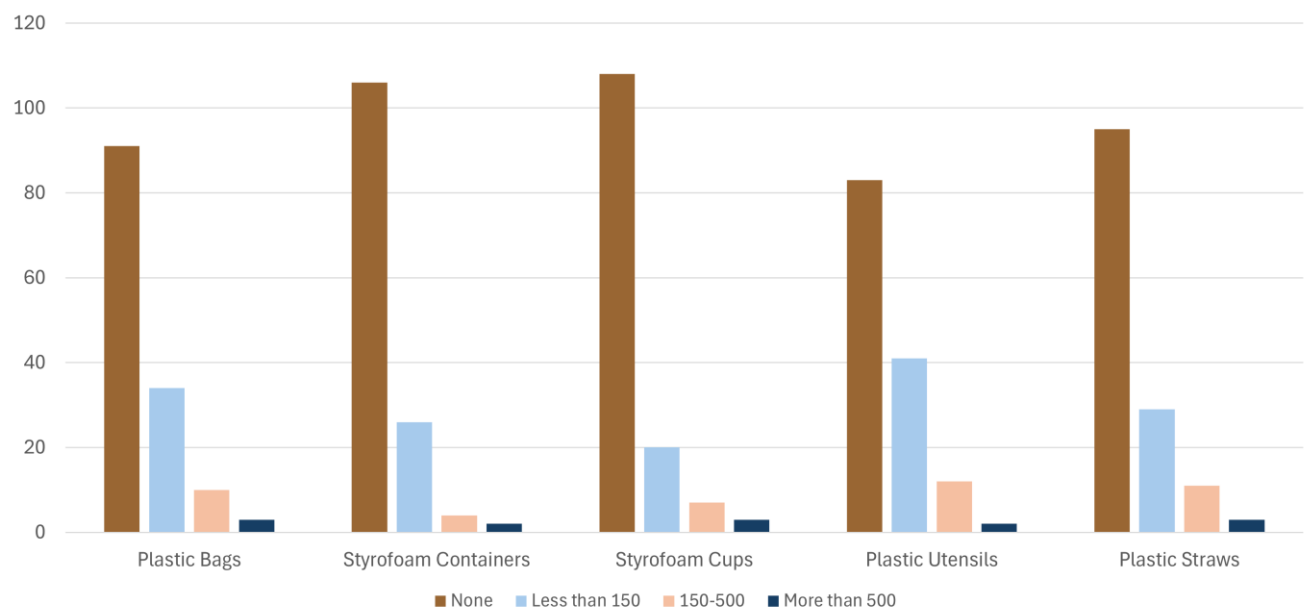
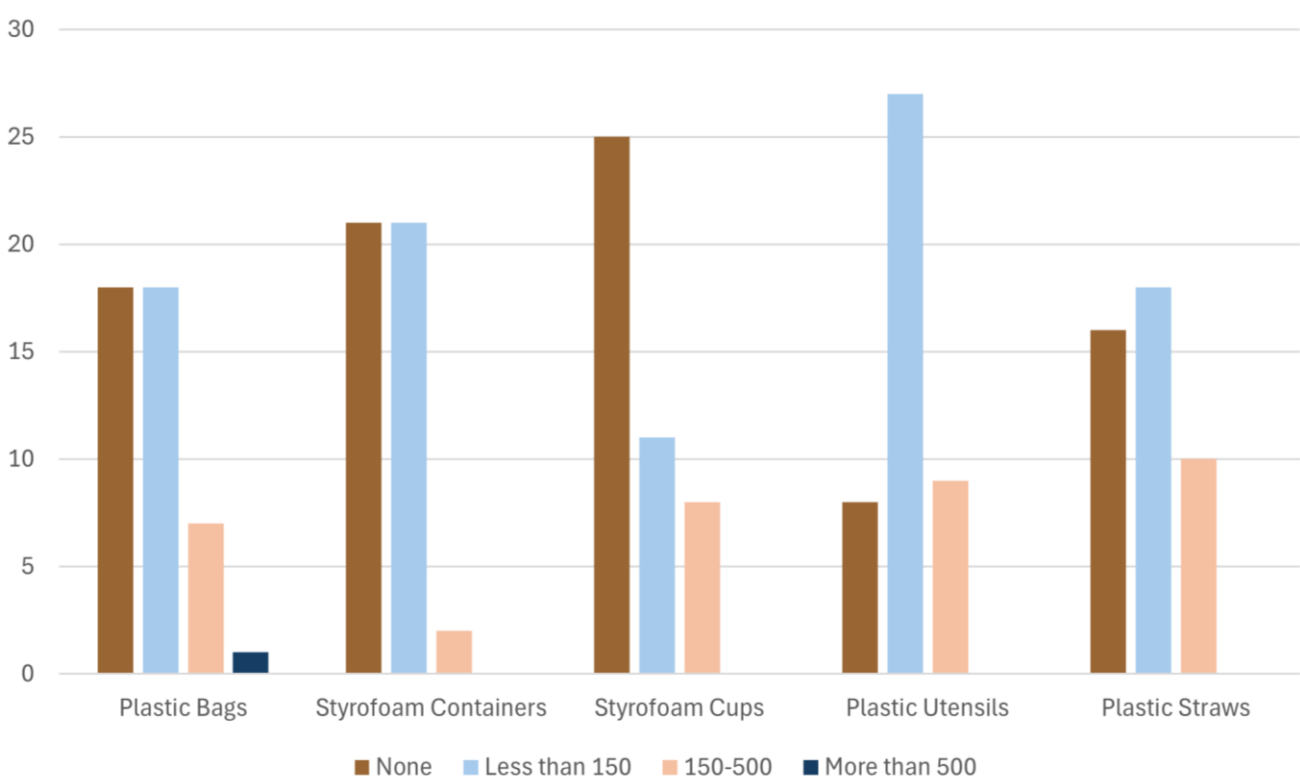


Figure 12. Daily distribution amounts of single-use plastics for food-related businesses.



Disposal and Reuse

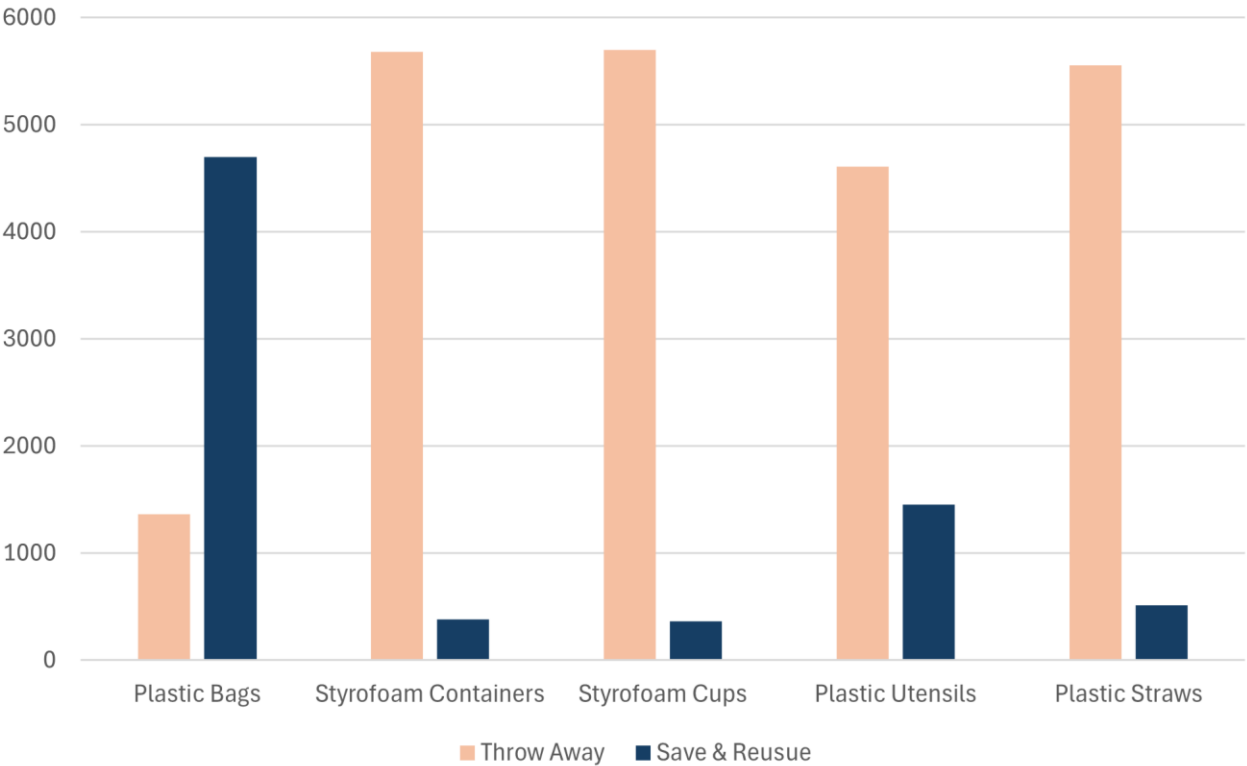
The survey also determined what happens to these items once received by residents.

Figure 13. Residents were asked “*What do you normally do with each of the following items after you get them?*” Participants could select from one of two choices: 1) Throw Away and 2) Save & Reuse. Because none of these items are accepted in the Municipal Solid Waste curbside-recycling system, “Recycle” was not offered as an option. Plastic bags can be recycled, but only at select drop-off locations.

Results indicate:

- **Primarily discarded:** Styrofoam containers and cups, straws, and utensils are overwhelmingly thrown away, with minimal reuse.
- **Some reuse:** Plastic bags are most likely to be saved, typically for a single secondary use (e.g., trash liners), before disposal.

Figure 13. Resident’s disposal and reuse of single-use plastics



Summary

Overall, survey results reveal broad public and business support for stronger regulation of single-use plastics. The majority favor **bans on plastic bags and Styrofoam products** and **by-request-only policies for straws and utensils**.

Appendix – Additional breakdown of results.

Figure 15. Breakdown of Resident levels of support or opposition.

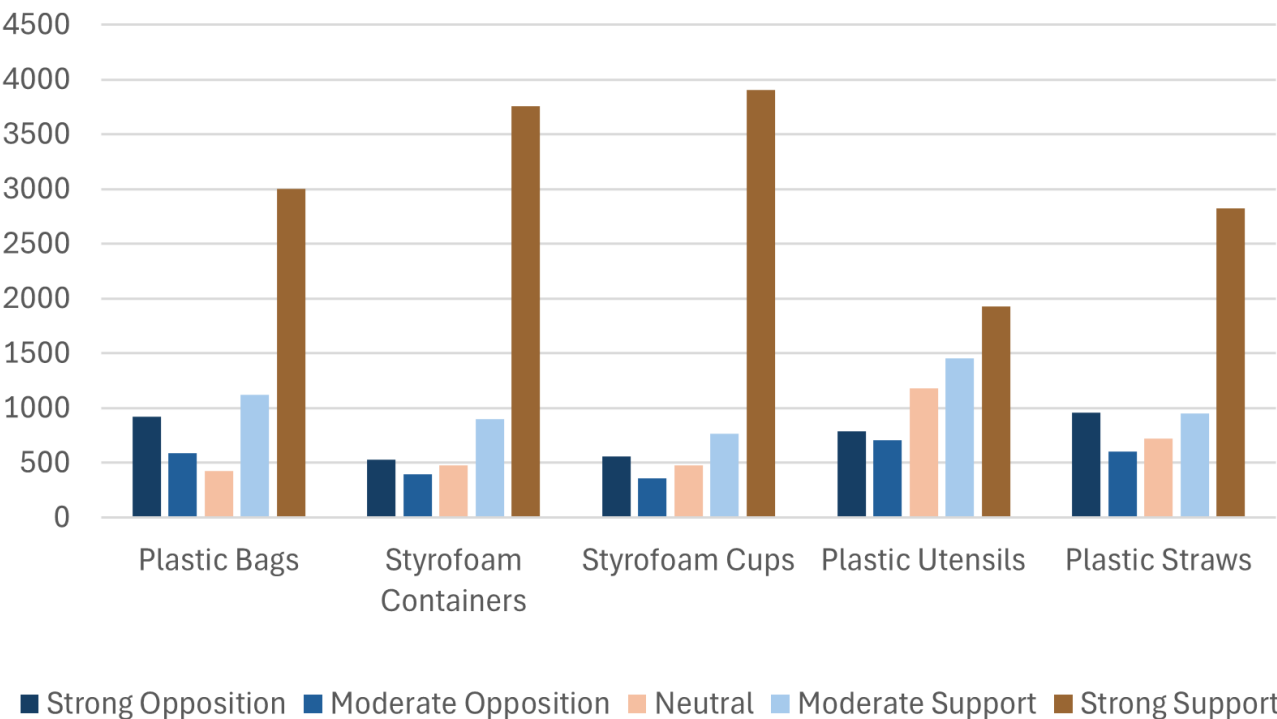


Figure 14. Breakdown of Business levels of support or opposition.

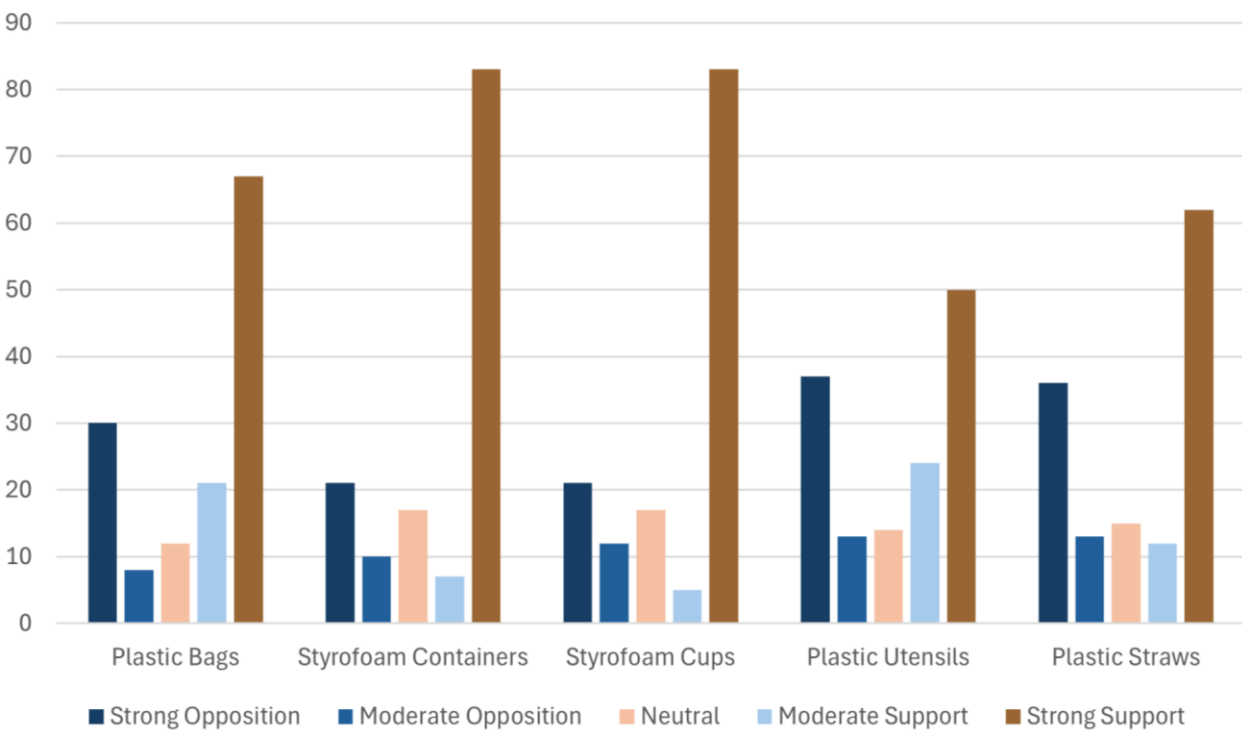


Figure 17. Breakdown of Food-related business levels of support or opposition.

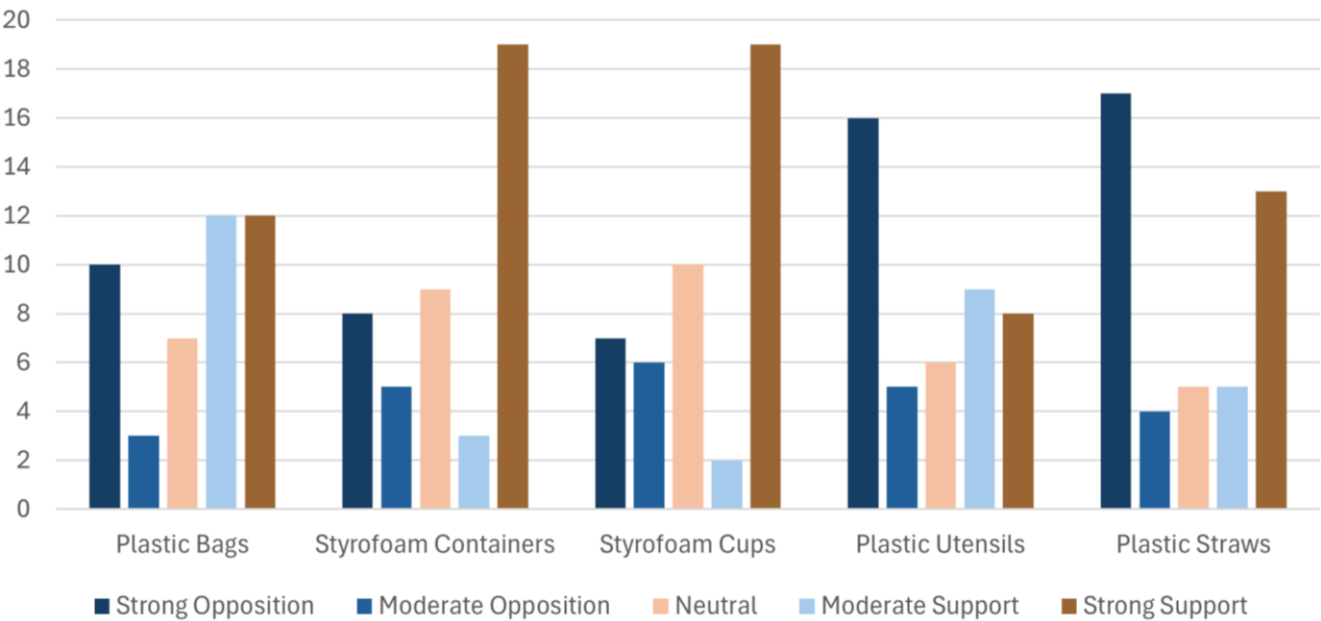
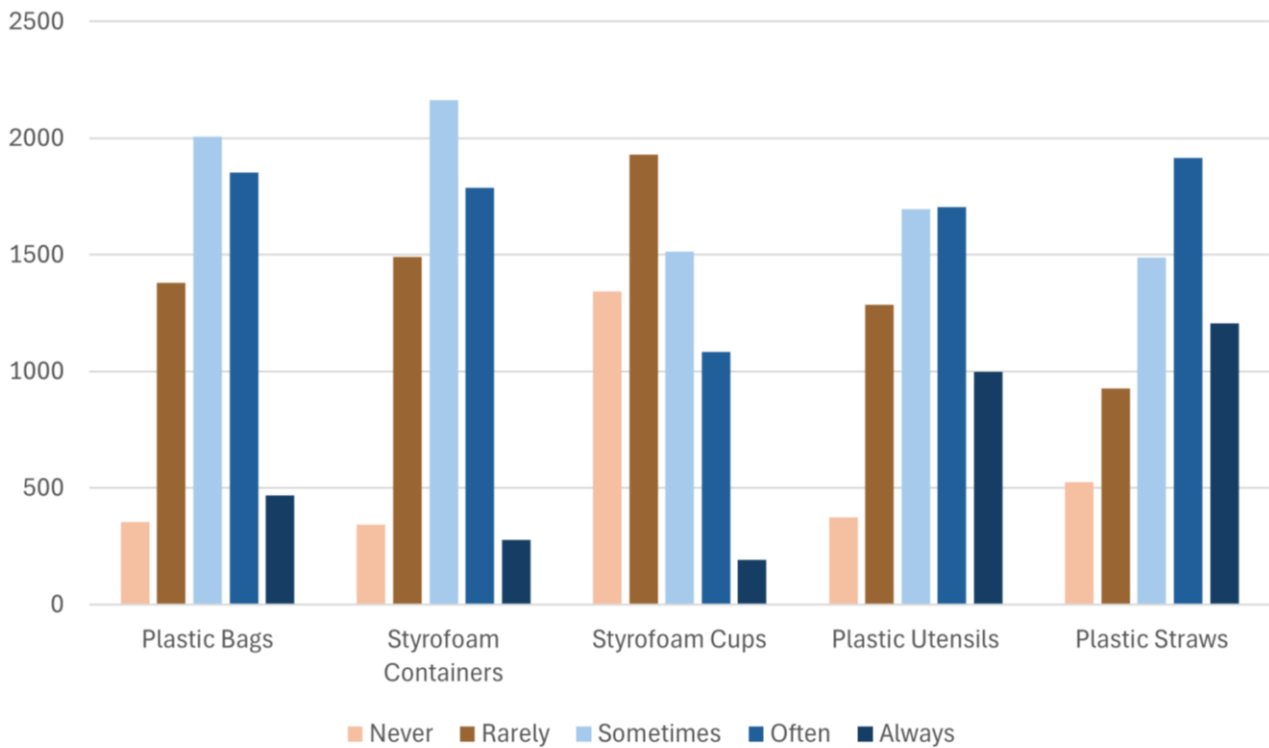


Figure 16. Breakdown of frequency of receiving single-use plastics for Residents.



Plastic Reduction Survey for Consumers

In 2018, Beaufort County passed an ordinance that limits the use of thin, plastic, single-use bags. Since then, there has been an increase in the use of non-biodegradable items such as heavier plastic bags, plastic utensils and straws, and styrofoam cups and carry-out containers, which pose significant long-term threats to our environment. The County is evaluating the issue and considering ways to alleviate the negative impact on our community. The following survey will help us make an informed decision for the future of Beaufort County, its businesses and residents.

1. How often do you receive the following items from food service businesses in Beaufort County? *

Plastic Bags

- ☐ Always
- ☐ Often
- ☐ Sometimes
- ☐ Rarely
- ☐ Never

Styrofoam Containers

- ☐ Always
- ☐ Often
- ☐ Sometimes
- ☐ Rarely
- ☐ Never

Styrofoam Cups

- ☐ Always
- ☐ Often
- ☐ Sometimes
- ☐ Rarely
- ☐ Never

Plastic Utensils

- ☐ Always
- ☐ Often
- ☐ Sometimes
- ☐ Rarely
- ☐ Never

Plastic Straws

- ☐ Always
- ☐ Often
- ☐ Sometimes
- ☐ Rarely
- ☐ Never

2. What do you normally do with each of the following items after you get them? *

Plastic Bags

- ☐ Save & Reuse
- ☐ Throw Away

Styrofoam Containers

- ☐ Save & Reuse
- ☐ Throw Away

Styrofoam Cups

- ☐ Save & Reuse
- ☐ Throw Away

Plastic Utensils

Section VIII. Item #1.

☐ Save & Reuse ☐ Throw Away

Plastic Straws

☐ Save & Reuse ☐ Throw Away

3. Which approach do you think would be most effective for reducing these non-biodegradable items from Beaufort County's landfill and environment?

- A **ban** legislatively outlaws these items.
- A **customer fee** charges the customer a fee to receive these items.
- **By request only** means these items would only be provided if a customer requests them. *

Plastic Bags

☐ Ban ☐ Customer Fee ☐ By Request Only ☐ None of These

Styrofoam Containers

☐ Ban ☐ Customer Fee ☐ By Request Only ☐ None of These

Styrofoam Cups

☐ Ban ☐ Customer Fee ☐ By Request Only ☐ None of These

Plastic Utensils

☐ Ban ☐ Customer Fee ☐ By Request Only ☐ None of These

Plastic Straws

☐ Ban ☐ Customer Fee ☐ By Request Only ☐ None of These

4. How supportive are you of a COMPLETE BAN on the following plastic items? *

Plastic Bags

☐ Strong Support ☐ Moderate Support ☐ Neutral ☐ Moderate Opposition ☐ Strong Opposition

Styrofoam Containers

☐ Strong Support ☐ Moderate Support ☐ Neutral ☐ Moderate Opposition ☐ Strong Opposition

Styrofoam Cups

☐ Strong Support

☐ Moderate Support

☐ Neutral

☐ Moderate Opposition

☐ Strong Opposition

Plastic Utensils

☐ Strong Support

☐ Moderate Support

☐ Neutral

☐ Moderate Opposition

☐ Strong Opposition

Plastic Straws

☐ Strong Support

☐ Moderate Support

☐ Neutral

☐ Moderate Opposition

☐ Strong Opposition

5. ZIP Code *

Select option

6. Do you have any additional comments? (optional)

7. Email (optional)

name@example.com

8. Would you like to receive additional communications regarding this topic? Beaufort County will never share or sell your information.

☐ Yes

☐ No

Submit

Plastic Reduction Survey for Business Owners

Section VIII. Item #1.

In 2018, Beaufort County passed an ordinance that limits the use of thin, plastic, single-use bags. Since then, there has been an increase in the use of non-biodegradable items such as heavier plastic bags, plastic utensils and straws, and Styrofoam cups and carry-out containers, which pose significant long-term threats to our environment. The county is evaluating the issue and considering ways to alleviate the negative impact on our community. The following survey will help us make an informed decision for the future of Beaufort County, its businesses and residents.

1. How many of the following plastic items does your business distribute in a typical day? *

Plastic Bags

- ☐ None ☐ Less than 150 ☐ 150 - 500 ☐ More than 500

Styrofoam Containers

- ☐ None ☐ Less than 150 ☐ 150 - 500 ☐ More than 500

Styrofoam Cups

- ☐ None ☐ Less than 150 ☐ 150 - 500 ☐ More than 500

Plastic Utensils

- ☐ None ☐ Less than 150 ☐ 150 - 500 ☐ More than 500

Plastic Straws

- ☐ None ☐ Less than 150 ☐ 150 - 500 ☐ More than 500

2. Which approach do you think would be most effective for reducing these non-biodegradable items from Beaufort County's landfill and environment?

- A **ban** legislatively outlaws these items.
- A **customer fee** charges the customer a fee to receive these items.
- **By request only** means these items would only be provided if a customer requests them. *

Plastic Bags

- ☐ Ban ☐ Customer Fee ☐ By Request Only ☐ None Of These

Styrofoam Containers

- ☐ Ban ☐ Customer Fee ☐ By Request Only ☐ None Of These

Styrofoam Cups

Section VIII. Item #1.

- ☐ Ban ☐ Customer Fee ☐ By Request Only ☐ None Of These

Plastic Utensils

- ☐ Ban ☐ Customer Fee ☐ By Request Only ☐ None Of These

Plastic Straws

- ☐ Ban ☐ Customer Fee ☐ By Request Only ☐ None Of These

3. How supportive would your business be for a COMPLETE BAN on the following plastic items? *

Plastic Bags

- ☐ Strong Support ☐ Moderate Support ☐ Neutral ☐ Moderate Opposition ☐ Strong Opposition

Styrofoam Containers

- ☐ Strong Support ☐ Moderate Support ☐ Neutral ☐ Moderate Opposition ☐ Strong Opposition

Styrofoam Cups

- ☐ Strong Support ☐ Moderate Support ☐ Neutral ☐ Moderate Opposition ☐ Strong Opposition

Plastic Utensils

- ☐ Strong Support ☐ Moderate Support ☐ Neutral ☐ Moderate Opposition ☐ Strong Opposition

Plastic Straws

- ☐ Strong Support ☐ Moderate Support ☐ Neutral ☐ Moderate Opposition ☐ Strong Opposition

4. If your business already uses plastic or styrofoam reduction strategies, please describe them here. (optional)

5. Do you have any additional comments? (optional)

Section VIII. Item #1.

6. Your Business Name (optional)

Maximum 255 characters0/255

7. Business ZIP Code *

Select option

8. Email (optional)

name@example.com

9. Which of the following categories describes your business? (Check all that apply) *

- ☐ Gas / Convenience Store
- ☐ Grocery
- ☐ Food Service
- ☐ Retail (Non Grocery)
- ☐ Other

Submit

SINGLE-USE PLASTICS SURVEY RESULTS

and Next Steps

November 2025 – Bluffton Town Council

Photo by Juliana Zadik

WASTE REDUCTION IS NECESSARY



TABLE 7.20: Beaufort County MSW Recycling Data in Tons in FY24				
COMMODITIES	RESIDENTIAL	COMMERCIAL/INSTITUTIONAL	INDUSTRIAL (office/packaging)	TOTAL
Glass	685.71	0.10	0.00	685.81
Metal	112.15	5.67	259.80	377.62
Paper	2,063.91	3,225.67	77.04	5,366.62
Plastic	378.66	0.26	0.00	378.92
Organics	4,881.58	0.00	0.00	4,881.58
Banned	2,241.10	604.15	48.53	2,893.78
Miscellaneous	145.67	328.88	2.91	477.46
Commingled	5,766.09	134.93	0.00	5,901.02
TOTAL	16,274.87	4,299.66	388.28	20,962.81

TABLE 7.21: Beaufort County Facilities List for FY24			
FACILITY TYPE	NO. OF FACILITIES	FACILITY TYPE	NO. OF FACILITIES
Class 1 Landfills	0	C&D Debris Recyclers	2
Class 2 Landfills	1	Transfer Stations	4
Class 3 Landfills	0	Structrual Fills	0
Waste Tire Facilities	1	Solid Waste Processing Facilities	1
Used Oil Facilities	0	Composting and Wood Grinding	2
Incinerators	3	Other Permitted Solid Waste Facilities	0



Estimated
Remaining
Life of
Landfill

6 yrs



THEY'RE IN OUR ENVIRONMENT

Over 197,000 lbs of litter removed from roads in Beaufort county as of May 2025. Source: Solid Waste and Recycling Board meeting 5-22-25 [Source](#)

 The Island Packet
<https://www.islandpacket.com/local/article250465186> 
Horseshoe crabs tangled in bag on Hilton Head beach
Apr 7, 2021 — Three horseshoe crabs were stuck in a thick plastic mesh bag on the beach near Port Royal Plantation. Millen said the bag reminded her of the bags that onions ... [Source](#)

 The Island Packet
<https://www.islandpacket.com/local/article247286479> 
Marine animals off Hilton Head, SC coast eat plastic
Nov 24, 2020 — The study compiled 1,792 reports of animals swallowing or becoming entangled in plastic trash between 2009 and 2018. It showed that in those ... [Source](#)

Microplastics and Tire Wear Particles in South Carolina Coastal Waters: Sources, Pathways, and Toxicity

John E. Weinstein^{a*}

Journal of the South Carolina Academy of Science, [2023], 21(1)



^aDepartment of Biology, The Citadel, Military College of South Carolina, 171 Moultrie St., Charleston, South Carolina 29409, USA

[Source](#)

Effects of microplastics and nanoplastics in shrimp: Mechanisms of plastic particle and contaminant distribution and subsequent effects after uptake

Volume 894, 10 October 2023, 164999

Anil Timilsina^a, Kaushik Adhikari^b, Amit K. Yadav^c, Pabitra Joshi^d, Grace Ramena^e,

Kailash Bohara^e  

[Source](#)



Microplastic Content in Oysters (*Crassostrea virginica*) from South Carolina, USA

Blosser, Brooke Caroline. College of Charleston ProQuest Dissertations Publishing, 2022. 29213218.

[Source](#)

Microplastic contamination in fish: A systematic global review of trends, health risks, and implications for consumer safety

Marine Pollution Bulletin Volume 219, October 2025, 118279

Himanshu Jangid^a, Joydeep Dutta^a, Arun Karnwal^b, Gaurav Kumar^{a c}  

[Source](#)

THEY'RE IN OUR FOOD

Section VIII. Item #1.

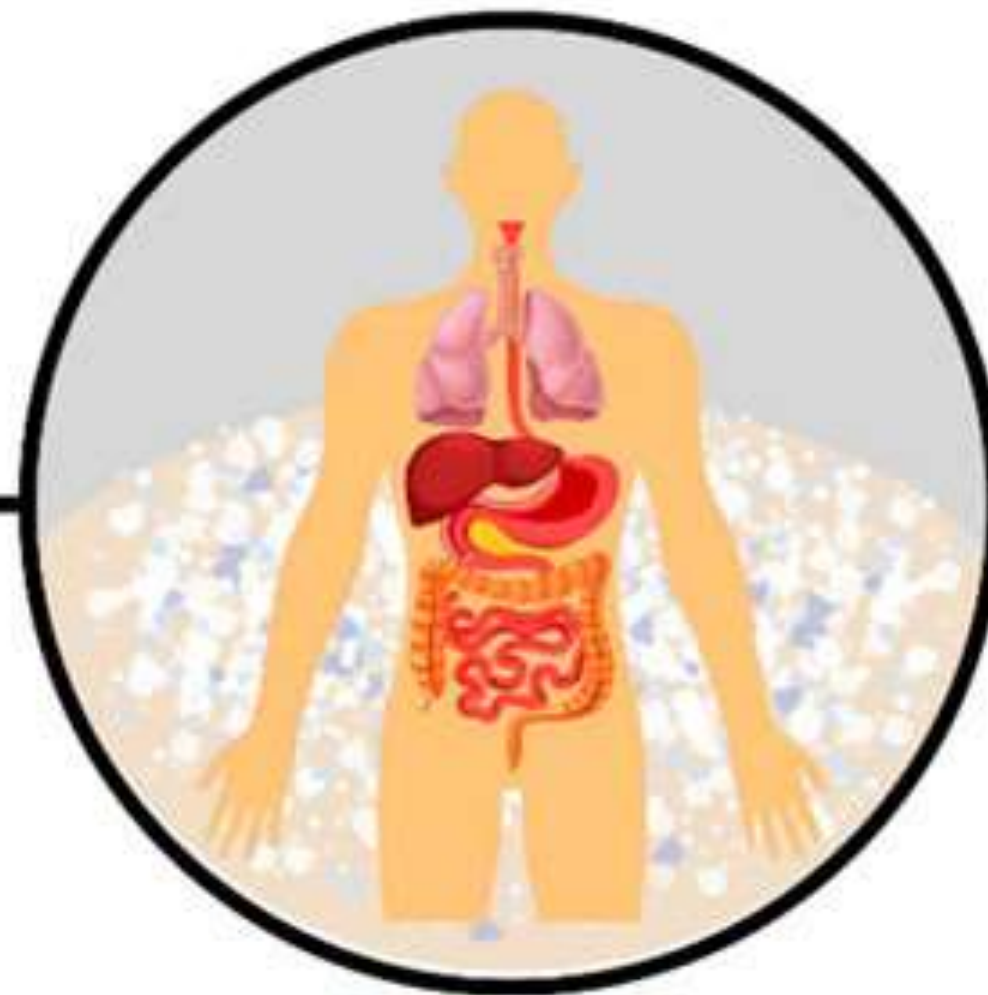
Microplastics are found in 1,600 species, including 1,300 ocean dwellers.

[Source.](#)

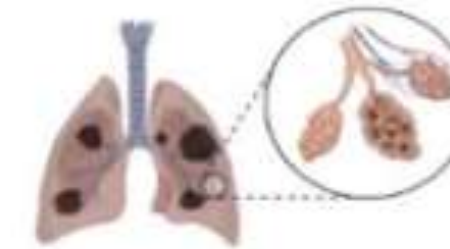
THEY'RE IN OUR BODIES

MICROPLASTIC

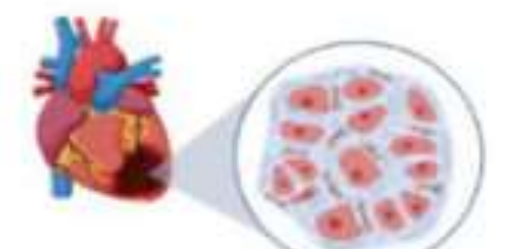
Exposure



Toxicity



Pulmonary diseases



Cardiovascular diseases



Inflammatory diseases



Cancer



Infectious diseases



Pregnancy and maternal exposure to progeny



Immunotoxicity

LOCAL ACTION = GREAT IMPACT

Photo by Juliana Zadik

A multi-disciplinary working group developed and deployed surveys

QUICK RECAP



January 13, 2025 – April 3, 2025



Two Survey Types



Regulatory Preferences



Media & Business Outreach Campaign



PLASTIC REDUCTION EFFORTS IN BEAUFORT COUNTY

IN 2018, BEAUFORT COUNTY COUNCIL PASSED AN ORDINANCE THAT WAS INTENDED TO LIMIT THE NUMBER OF PLASTIC BAGS THAT END UP IN OUR FRAGILE ENVIRONMENT. THE COUNTY IS EVALUATING THE ISSUE AND CONSIDERING WAYS TO ALLEVIATE THE NEGATIVE IMPACT ON OUR COMMUNITY.

How can you help?

TAKE A MOMENT TO FILL OUT THIS SURVEY TO HELP US MAKE AN INFORMED DECISION FOR THE FUTURE OF BEAUFORT COUNTY, ITS BUSINESSES AND RESIDENTS.

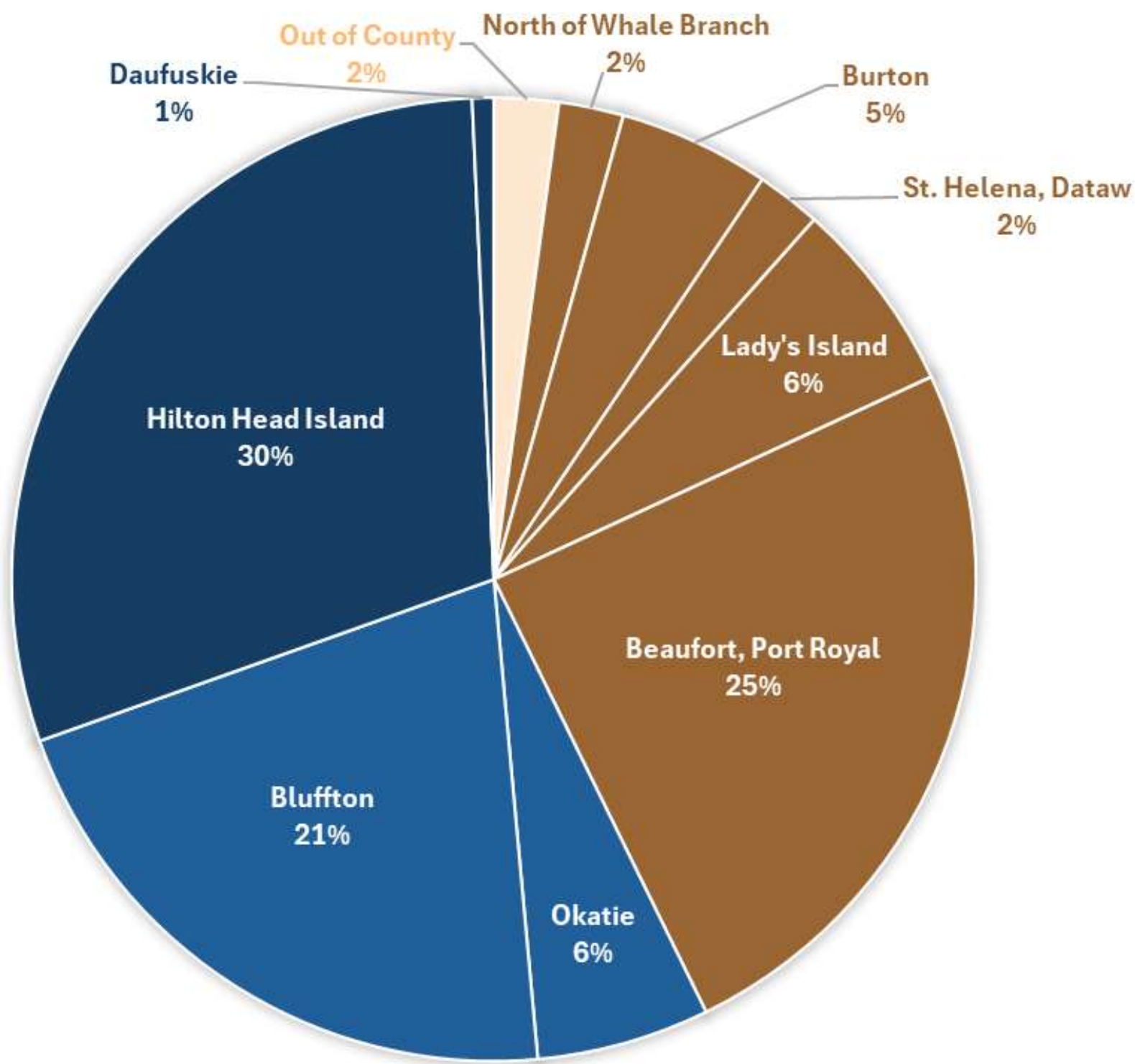




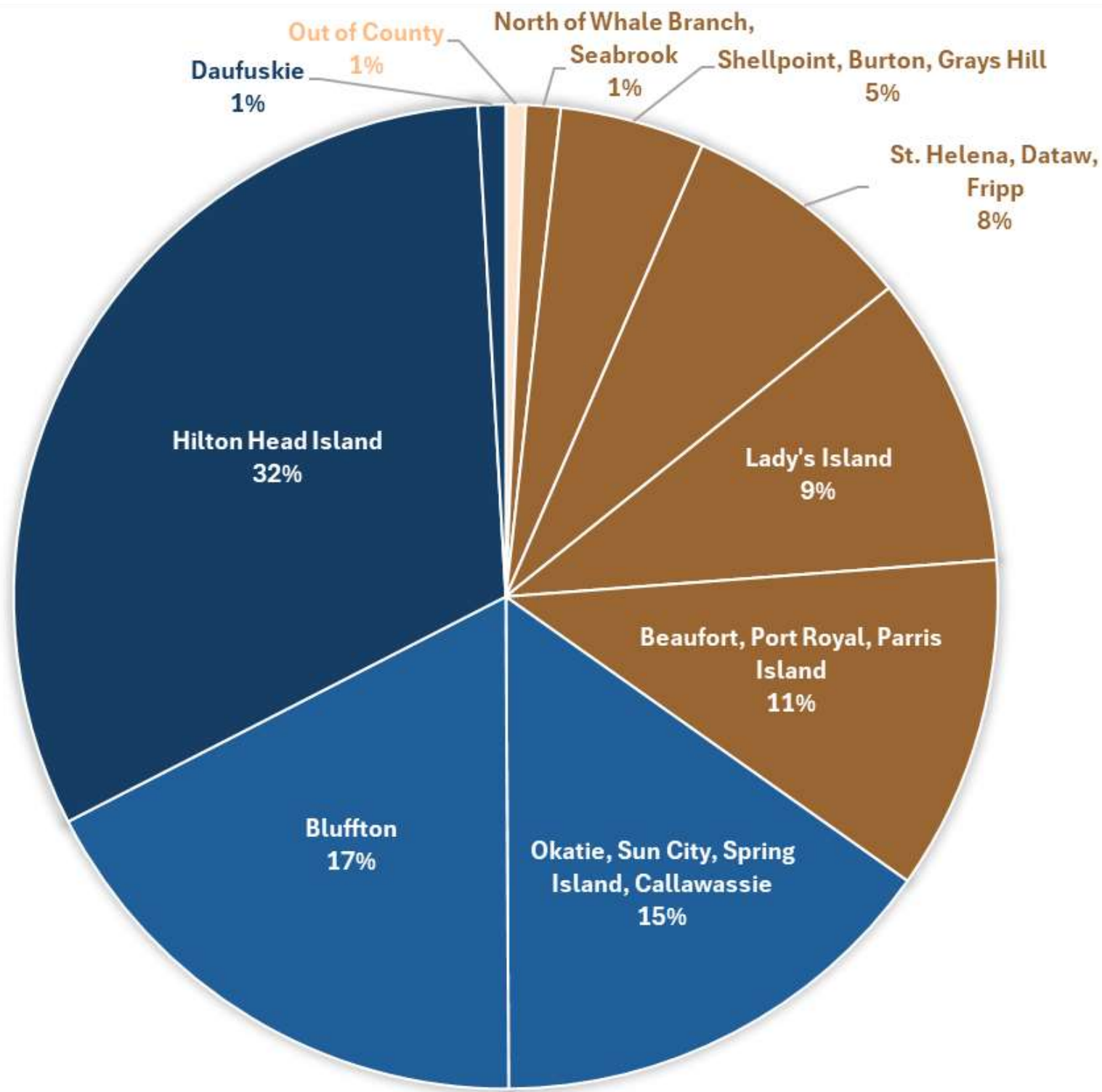
WHO RESPONDED?

138 Business Responses
6,062 Resident Responses

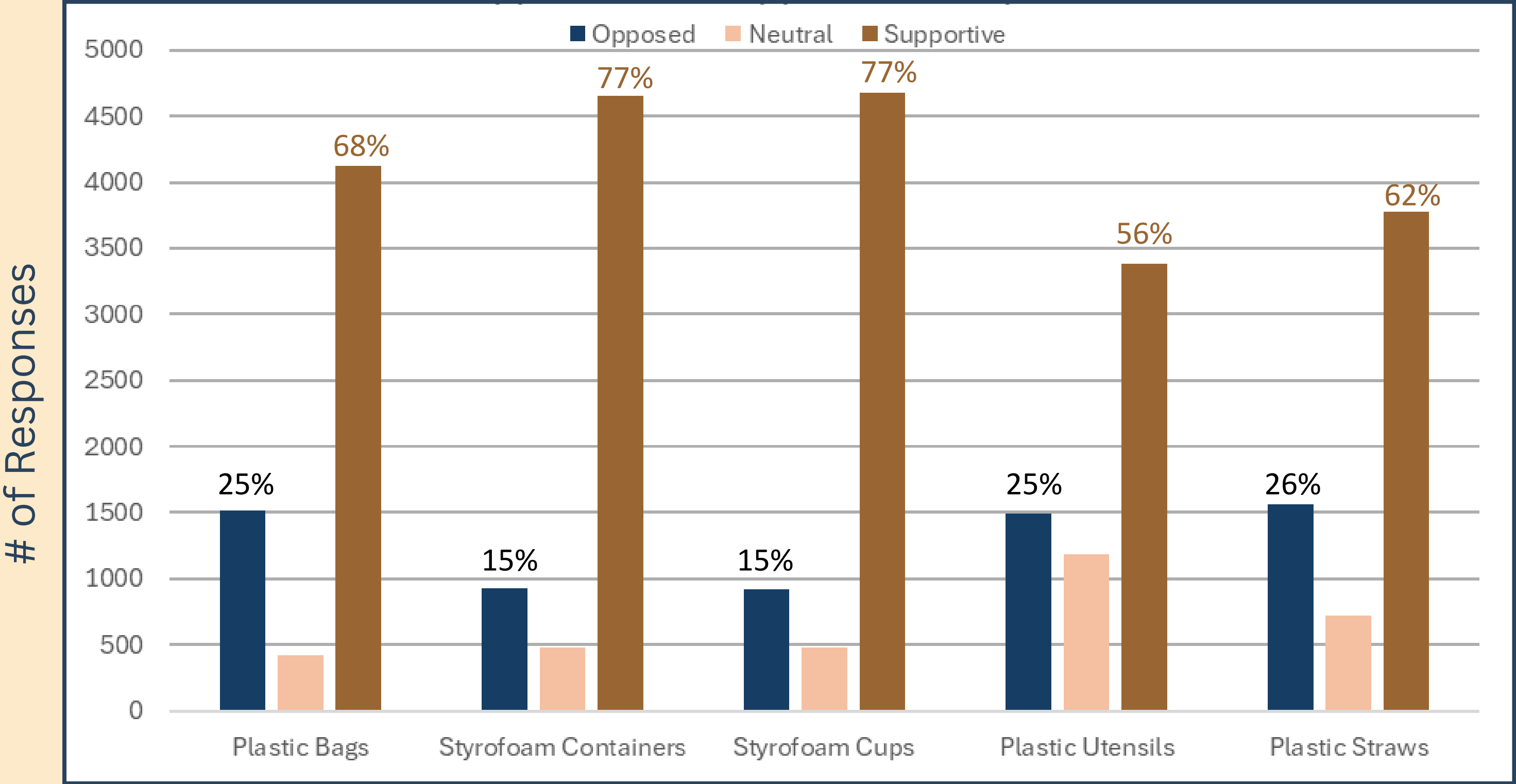
BUSINESSES



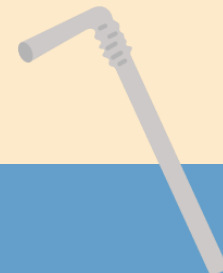
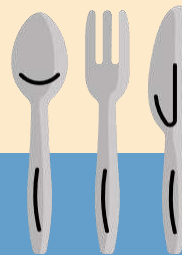
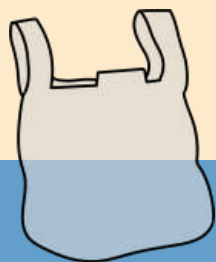
RESIDENTS



RESIDENTS SUPPORT SINGLE-USE PLASTIC REGULATION

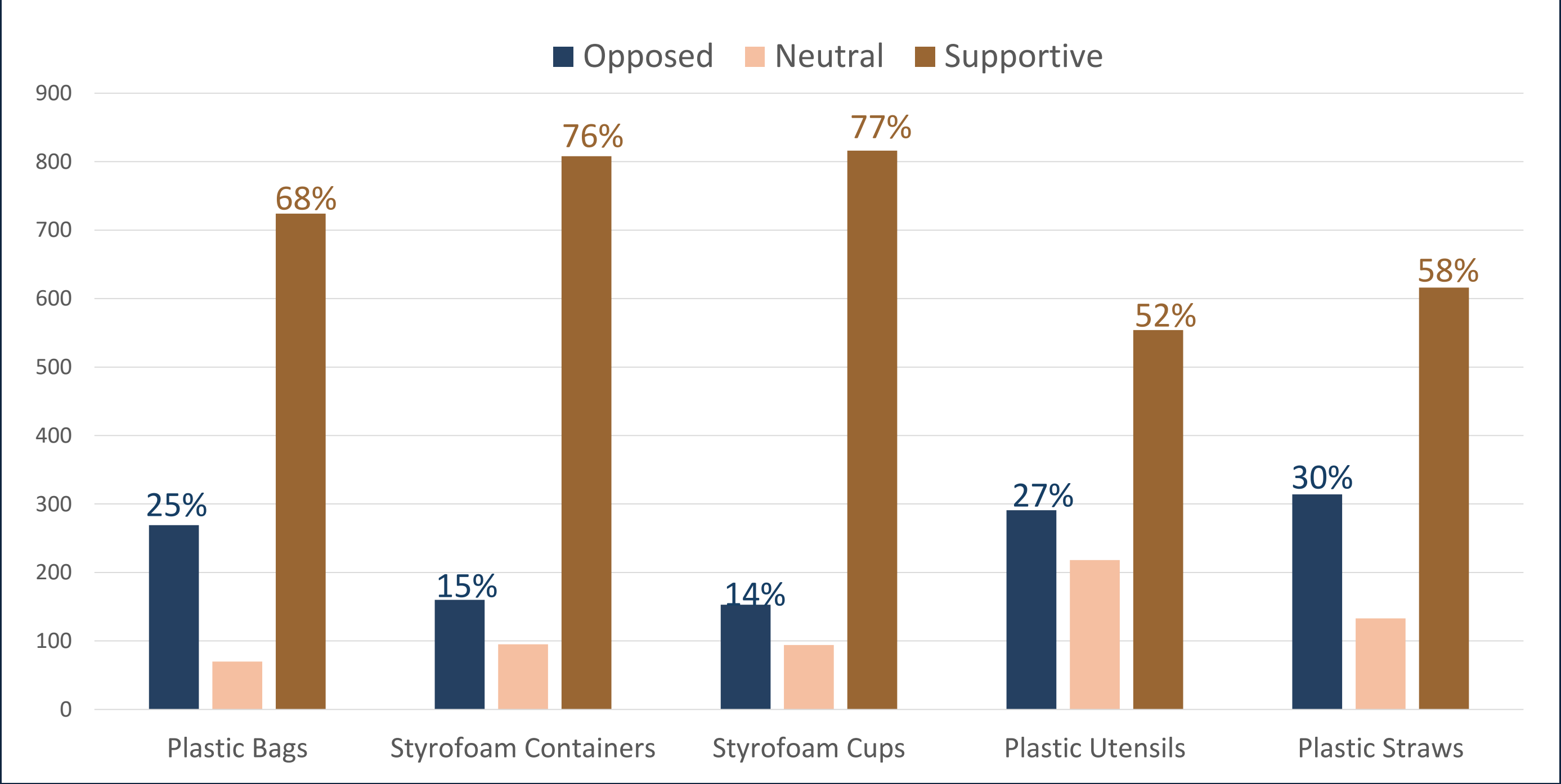


“All plastic needs to be tapered down and eventually eliminated as waste. There are alternative... products that can adequately be used.” – Resident Participant



BLUFFTON RESIDENT SUPPORT FOR SINGLE-USE PLASTIC REGULATION

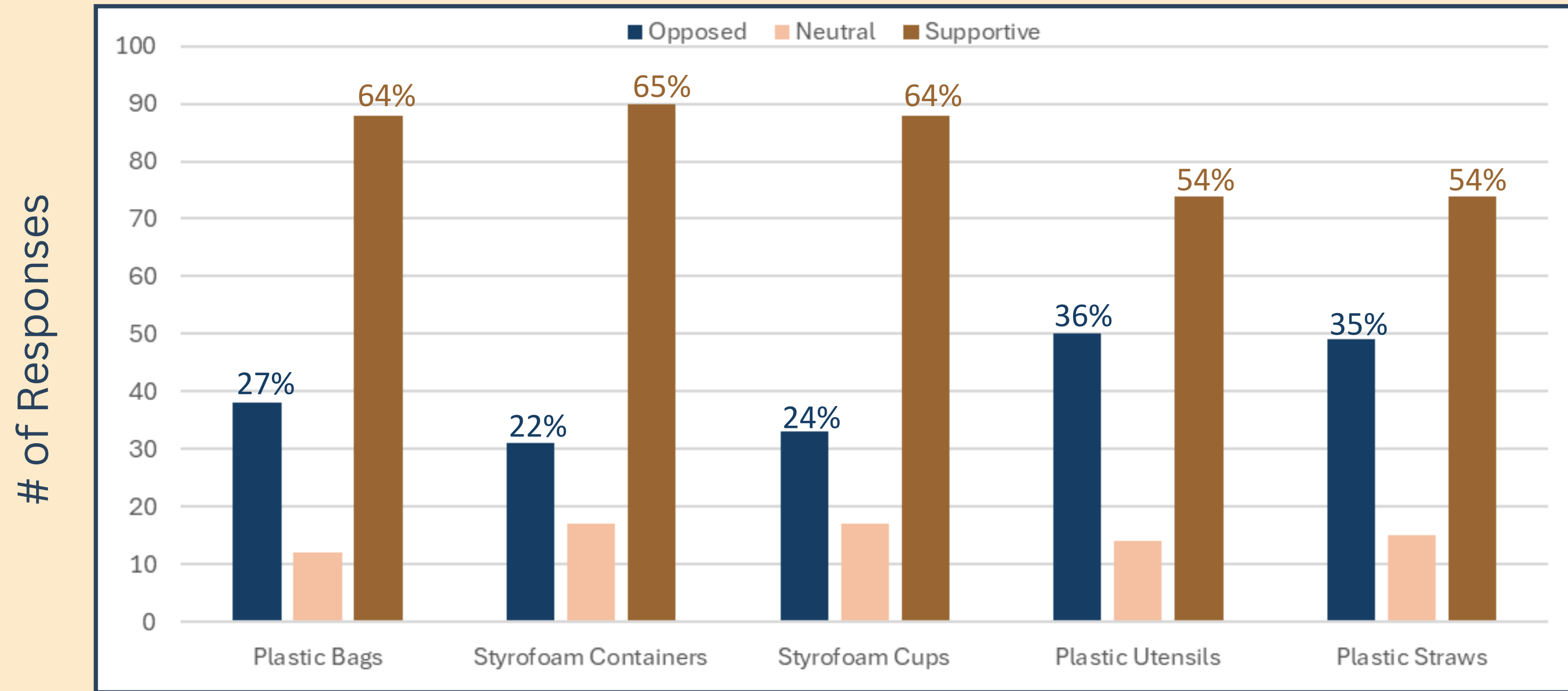
of Responses



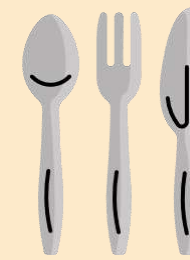
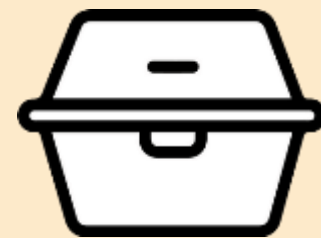
“I live on the may river and am appalled to see plastic and styrofoam in our river and marshes. There are too many other options....change can be painful, but is necessary.” – Bluffton Resident Participant



BUSINESSES SUPPORT SINGLE-USE PLASTIC REGULATION

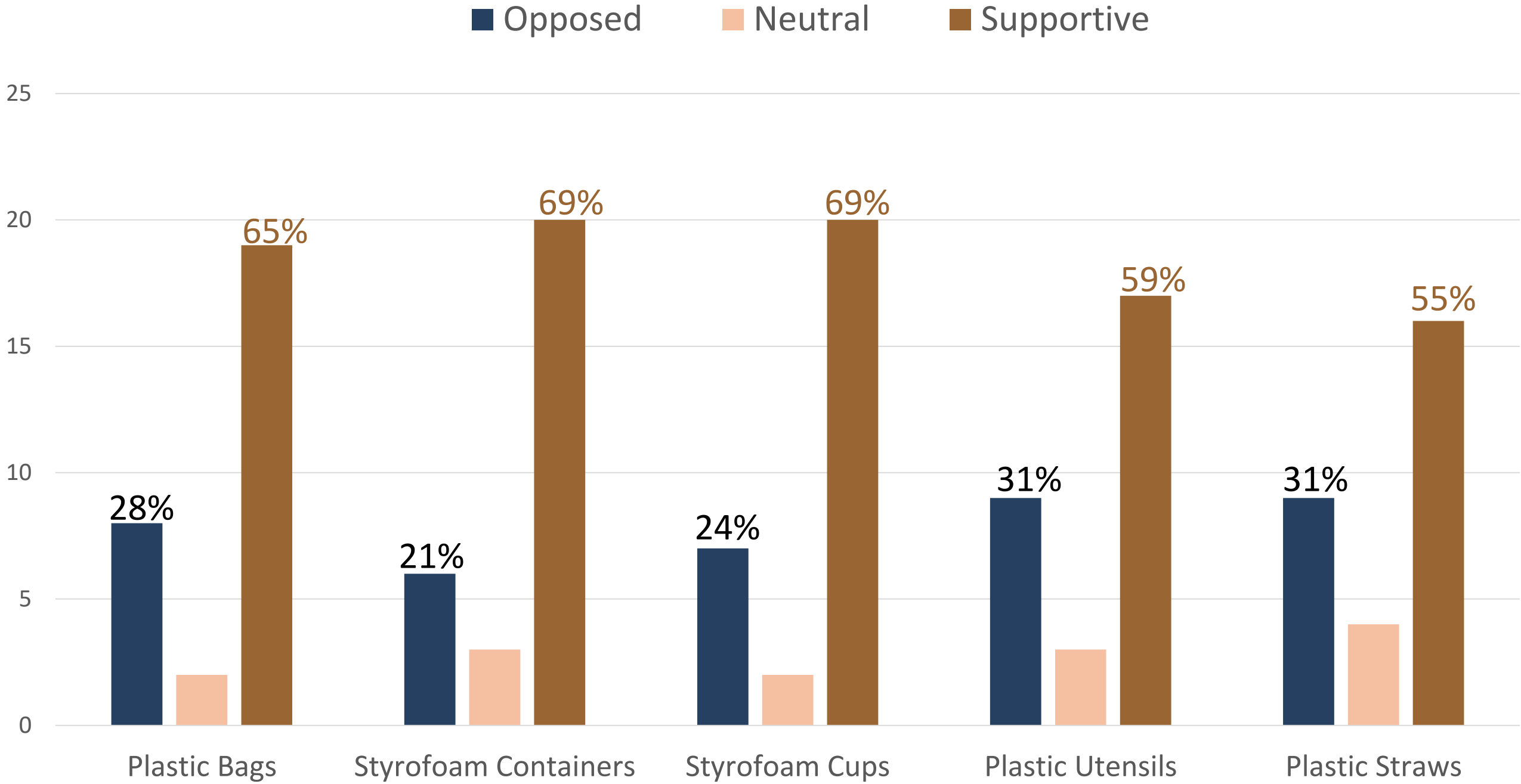


“The fact that aggressive recycling and bans on plastic and Styrofoam is not in place is appalling. We can do better!”
– Business Participant



BLUFFTON BUSINESSES SUPPORT SINGLE-USE PLASTIC REGULATION

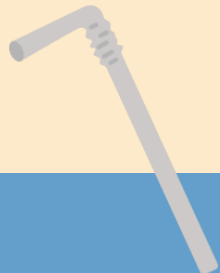
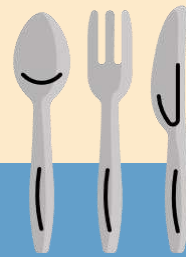
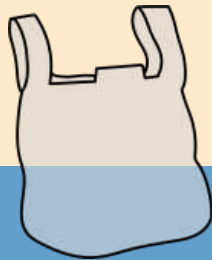
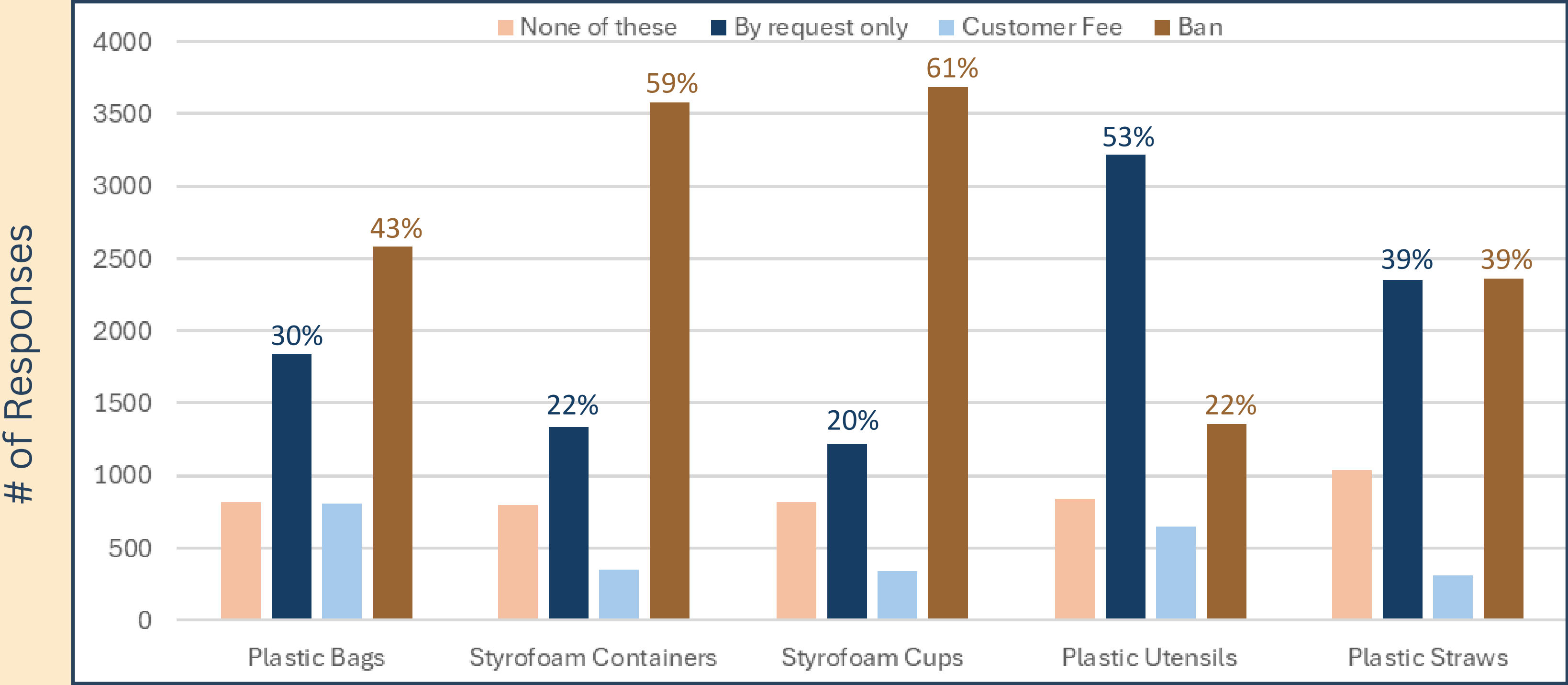
of Responses



“Styrofoam should be outlawed. Plastic straws should be outlawed.”
– Bluffton Business Participant

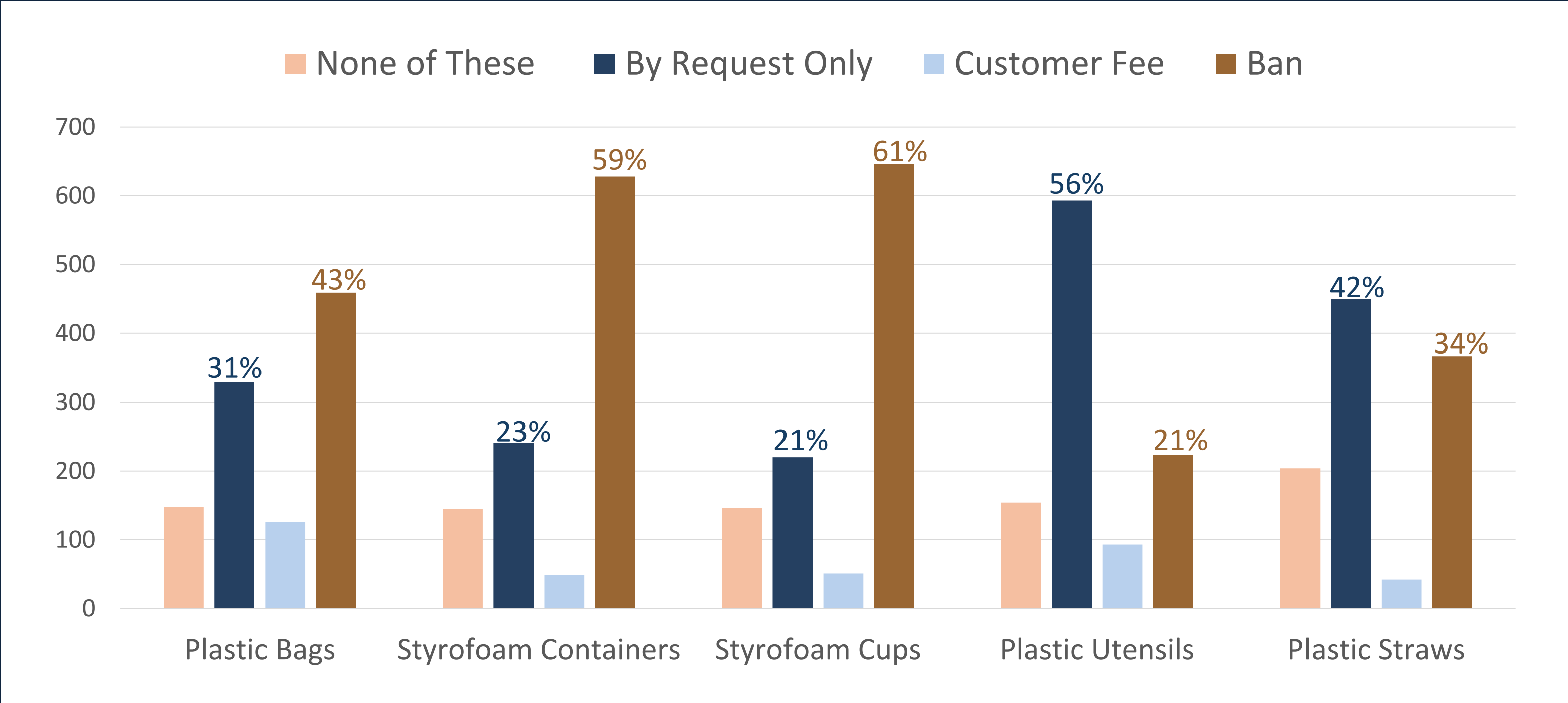


OUR RESIDENTS PREFER...

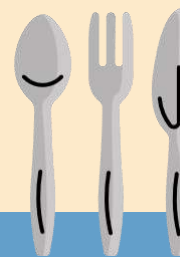
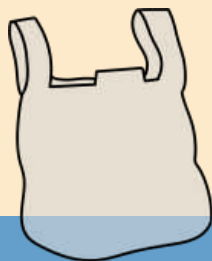
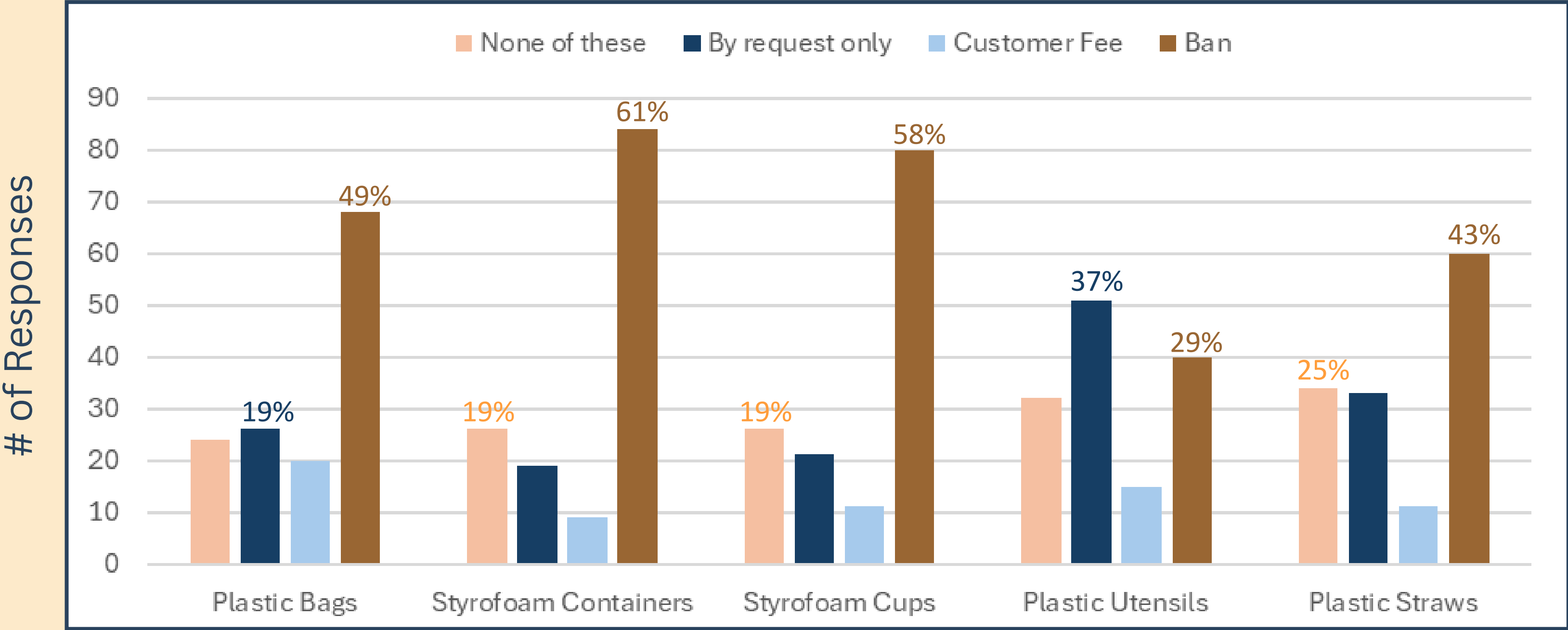


BLUFFTON RESIDENTS PREFER...

of Responses

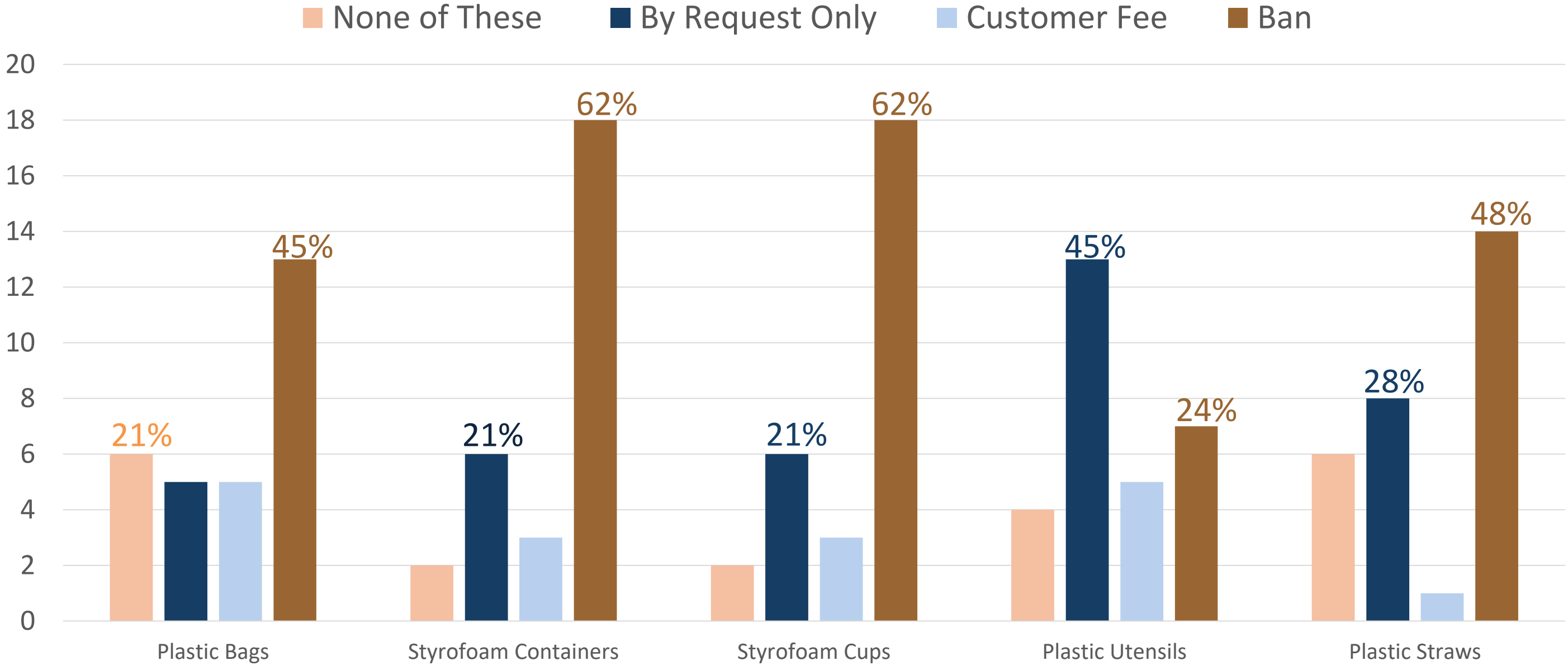


...AND SO DO OUR BUSINESSES.

























































BLUFFTON BUSINESSES PREFER

of Responses



BROAD LOCAL EFFORTS

What's managed where in Charleston Area

	 Banned	 Single-use plastic bags	 Extra thick plastic bags	 Straws	 Disposable cutlery	 Plastic foam
	 Not banned or no regulation in place					
City of Charleston					ON REQUEST	
Isle of Palms						
Mount Pleasant						
James Island					ON REQUEST	
Seabrook Island						
Kiawah Island						
Folly Beach					ON REQUEST	
Charleston County						
Edisto Island						
Sullivan's Island						

BRANDON LOCKETT AND TOBY COX/STAFF

[Source.](#)

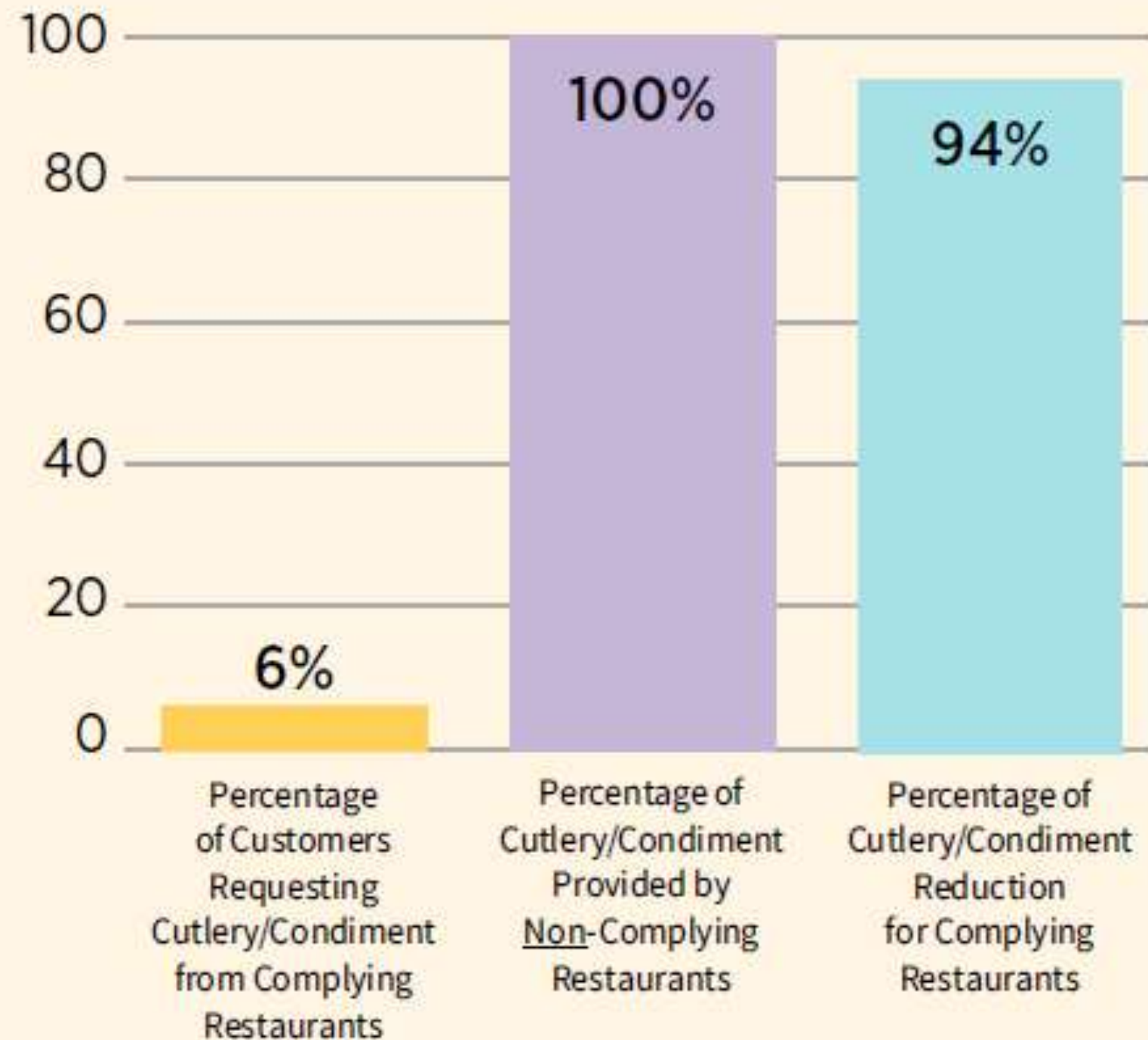
2025 Eco Tableware Costs are Very Competitive with Plastic - Only Pennies More

Eco tableware prices in 2025 vary based on **material type, design complexity, order volume, certification requirements, and region of purchase**. While the **per-unit price** for compostable products is still slightly higher than traditional plastics, the gap is narrowing due to **scaling, innovation, and policy-driven adoption**.

Product Type	Traditional Plastic (per unit)	Eco Tableware – Global Average (per unit)	Material & Notes
9"x6" Single-Compartment Clamshell	\$0.045	\$0.055–\$0.065	Bagasse pulp; compostable; PFAS-free
9"x6" 2-Compartment Clamshell	\$0.048	\$0.060–\$0.072	Bagasse; portion control; export-certified
9"x9" 3-Compartment Clamshell	\$0.052	\$0.068–\$0.080	Bagasse; catering-grade durability
16oz Salad Bowl with Lid	\$0.035	\$0.045–\$0.055	<u>Kraft paper</u> with PLA lining; leak-resistant
24oz Soup Container	\$0.038	\$0.050–\$0.062	Kraft or bagasse; heat-safe
<u>Cutlery Set</u> (Fork, Spoon, Knife)	\$0.025	\$0.035–\$0.045	CPLA/cornstarch; 100% compostable
<u>Sauce Cup (2oz) with Lid</u>	\$0.020	\$0.030–\$0.038	Bagasse or PLA; ideal for condiments

Source: BioLeader - Updated Global Prices <https://www.bioleaderpack.com/eco-tableware-vs-traditional-plastic-a-true-cost-analysis-for-2025/>

BY REQUEST ONLY REDUCES COSTS



**1,578,769
pieces**

of toxic plastic cutlery
(over 10,000 lbs)
annually reduced
from the waste stream
as a result of 16
compliant restaurants
in Red Bank

94%
reduction

in single-use cutlery
and condiments for
all businesses
following Skip the
Stuff, equating to
money saved

Red Bank, NJ (2024)

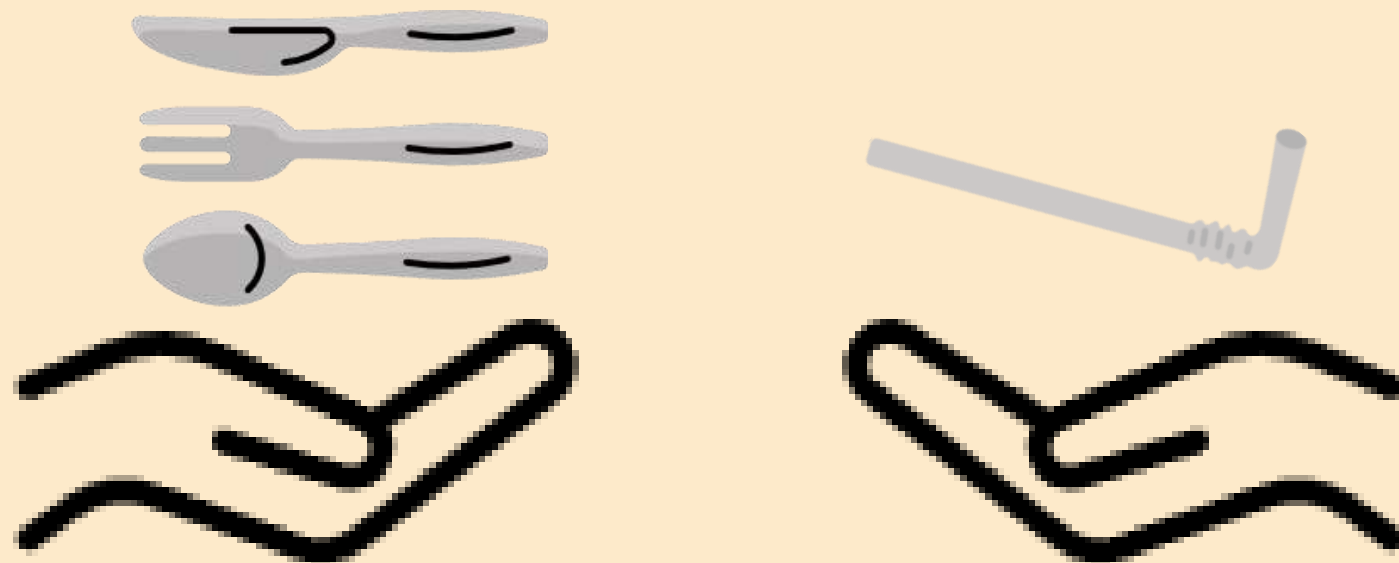
[Source.](#)

RECOMMENDATIONS

Eliminate & Replace



By Request Only



NEXT STEPS



Finish Analysis



Bring back final results



Update Municipalities



Develop amendment language.



Create Implementation Plan



Photos by Juliana Zadik

SOURCES

Beaufort County Single Use Plastics Survey Results – Final Report (April 2025):

<http://bit.ly/48S2ACq>

Slide 2: <https://des.sc.gov/sites/des/files/Documents/BLWM/Recycling/OR-2660.pdf>

Slide 3: <https://beaufortcountysc.new.swagit.com/videos/343802>
<https://www.islandpacket.com/news/local/news-columns-blogs/untamed-lowcountry/article250465186.html>
<https://www.islandpacket.com/news/local/article247286479.html>

Slide 4: <https://scholarcommons.sc.edu/cgi/viewcontent.cgi?article=1266&context=jscas>
<https://www.sciencedirect.com/science/article/pii/S0048969723036227>
<https://repository.library.cofc.edu/items/9677ba1f-c49a-4a46-9a2b-c51ab0b9c7b3>
<https://www.sciencedirect.com/science/article/abs/pii/S0025326X25007544?via%3Dihub>

Slide 5: <https://pubs.acs.org/doi/10.1021/envhealth.3c00052>
<https://link.springer.com/article/10.1007/s10311-023-01593-3>
<https://www.nejm.org/doi/full/10.1056/NEJMoa2309822>

Slide 17: https://www.postandcourier.com/rising-waters/extra-thick-plastic-bag-ban-charleston-microplastics-environment/article_7f89d7ec-242c-11ef-99ef-eb31f40d66dd.html

Slide 18: <https://www.bioleaderpack.com/eco-tableware-vs-traditional-plastic-a-true-cost-analysis-for-2025/>

Slide 19: https://cleanwater.org/sites/default/files/2025-04/CS_STS_Red_Bank_03.06.25a.pdf

QUESTIONS?

TOWN COUNCIL

STAFF REPORT
Executive Department



MEETING DATE:	November 13, 2025
PROJECT:	Consideration of an Ordinance Authorizing the Town Manager to Execute Conservation Agreements in Accordance with Conditions Imposed by the Beaufort County Green Space Program and the South Carolina Conservation Bank for Two Parcels in the Buckwalter PUD
PROJECT MANAGER:	Stephen Steese, Town Manager

REQUEST: Second reading of an ordinance which authorizes the Town Manager to execute and deliver such documents as provided by Beaufort County Council as part of the Green Space Program and by the South Carolina State Conservation Bank for the permanent conservation of two tracts of land in the Buckwalter Planned Unit Development with assigned tax map numbers R610-030-000-0138-0000 and R610-030-000-1971-0000.

BACKGROUND: In May of this year, Town Council authorized the signing of a purchase and sale agreement for the acquisition of the two above-named parcels with the understanding that Town staff would apply for contributions from the Beaufort County Green Space program and the state Conservation Bank. Participation in one or both of these programs would include restrictions on the property limiting the uses to conservation-minded and recreational uses. The Conservation Bank approved a contribution of \$146,660 and Beaufort County Council approved via resolution to provide funding from the Green Space program up to \$2,143,678. Funds for due diligence reimbursement have been set aside separately as part of the County Green Space program, but it should be noted that between the two entities pledging funds, there is an excess of \$50,338 above the negotiated purchase price of the parcels. The funds were pledged for the purchase of the parcels and not for park planning expenses so the Town will determine before closing what closing costs there may be and how any excess funds may be allocated within their approved purposes, and whether that reduces the County’s contribution toward the purchase price.

CONTENT OF THE GRANT AGREEMENTS: The South Carolina Conservation Bank has already provided their grant agreement which states that The Bank is awarding their grant only for the purpose of acquisition of real property or qualified closing costs. The property must be permanently protected for conservation purposes.

The County has provided their grant agreement which contains the same terms and conditions as the Conservation Bank.

Town staff has worked with Beaufort County staff to draft the real property covenant and land use restrictions, which take its language from the County Green Space Program Ordinance enacted at Chapter 38, Article VII of the Beaufort County Code) and the County grant agreement which details the terms and conditions of the grant award. In the first draft covenant, the land is restricted in perpetuity for conservation with the following use restrictions which are directly quoted from the enacting ordinance: low impact walking trails and boardwalks; environmental, historical, and land use planning education; nature viewing, protection of natural and wildlife habitat; low impact parking areas; open air pavilion shelters/picnic areas; buildings and/or other structures deemed essential to support allowed uses. **No more than 15% of the total net acreage** (which does not include wetlands, ponds, right-of-way or easement) subject to the conservation easement shall be allowed to be developed. If the North-South Connector is built, the percentage is increased to 20%. There are also requirements to retain a forested canopy and forested buffer from any OCRM critical lines and wetlands. The grant agreement for the Green Space Program states the purpose of the financial pledge is for the procurement of an interest in real property for preservation and conservation purposes plus an amount specific for the reimbursement of due diligence.

Among the documents as provided by the State Conservation Bank and Beaufort County, there are no contradictory terms.

NEXT STEPS: Although the Town is acquiring these parcels in fee simple, the two grant agreements have terms and conditions which put limitations on the use of Town property, and will provide a supervisory interest in auditing adherence to those terms, therefore Town Council must approve by ordinance.

SUMMARY: Approve by ordinance the terms and conditions of the State Conservation Bank grant agreement and the terms and conditions of the Beaufort County Green Space program covenants and restrictions and grant agreement in exchange for financial contributions of \$146,660 and up to \$2,143,678 respectively.

ATTACHMENTS:

1. South Carolina Conservation Bank grant agreement
2. Draft Beaufort County Green Space covenants and restrictions
3. Draft Beaufort County Green Space grant agreement
4. Ordinance
5. Recommended Motion

GREEN SPACE PROGRAM “GRANT” AGREEMENT

This agreement (“Agreement”), made as of the ____ day of _____, 2025, by and between the County of Beaufort (“County”), the Town of Bluffton (“Grantee”), and, if applicable, the landowner (“Landowner”) (collectively referred to as the “Parties”), is for the preservation of certain real property known as the Buckwalter PUD Tracts – Parcels 5A and 5B located in Beaufort County, South Carolina as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Property”). By signing this Agreement or accepting any of the Grant funds, the Parties agree to comply with and consent to the terms and conditions set forth herein.

I. Grant Award and Reimbursement of Qualified Due Diligence Expenses.

A. **Application Grant Award.** The County hereby awards funding in the amount of \$TBD (the “Grant”) to Grantee for the procurement of an interest in real property in perpetuity for preservation and conservation purposes as set forth in Grantee’s application for funding (“Application”), which was approved pursuant to the Beaufort County Green Space Program Ordinance (Chapter 38, Article VII of the Beaufort County Code) by Resolution 2025/56 of Beaufort County Council on September 22, 2025. All representations made by Grantee in the Green Space Program Application and during any public meetings of the Green Space Advisory Committee or of the Beaufort County Council, and as referenced in the approved Resolution are incorporated by reference into this Grant Agreement.

B. Reimbursement of Qualified Due Diligence Expenses.

1. _____ (enter N/A if no approved reimbursements)

OR

2. The County hereby awards funding to Grantee in the amount of \$TBD for reimbursement of due diligence expenses that the County has determined are eligible for reimbursement from the due diligence budget approved for the Application by the Natural Resources Committee of Beaufort County Council on January 13, 2025 pursuant to the Beaufort County Green Space Program Ordinance (Chapter 38, Article VII of the Beaufort County Code). All representations made by Grantee in the Due Diligence Reimbursement Request Form submitted by the Grantee to the County are incorporated by reference into this Grant Agreement.

Reviewed by Beaufort County

Legal Department

II. **Summary Terms of Grant and Expense Reimbursement.**

- A. Total Amount: \$TBD
- B. Property: Buckwalter PUD Tracts – Parcels 5A and 5B
- C. County: Beaufort County
- D. Acres: 240 +/- Acres
- E. Grantee: Town of Bluffton
- F. Procurement Number: GSP-TBD
- G. Escrow Agent: Finger, Melnick, Brooks & LaBruce, P.A.

III. **Availability of Funds.** The release of any Grant and Reimbursement monies is subject to the availability of Green Space Program funding.

IV. **Use of Grant Funds.** The County awards this Grant in reliance upon the accuracy and completeness of the Grantee’s Application and supporting documents and any of Grantee’s representations made during public meetings. Grant funds may only be used for the procurement of real property interests for conservation purposes, as represented in the Application and public meetings, and as approved by the County Council of Beaufort. Any material changes to the scope or purpose of the Project, as determined in the sole discretion of the County, arising after County Council approved the Grant (“Date Authorized”), unless subsequently ratified, shall render this Agreement null and void.

V. **Conditions for Disbursement of Green Space Funds.** As a condition to disbursement of the Grant Funds, the County shall determine in its sole discretion whether all required due diligence items either provided by Grantee or obtained by the County are satisfactory and sufficient to permit release of the Grant funds, including:

- A. Cover letter listing the final project details, a proposed closing date and the closing escrow agent. The designated escrow agent shall have an active state vendor number, except that if Grantee is a federal, state or local governmental entity the escrow agent may be an approved vendor of such governmental entity if it does not have an active state vendor number;
- B. Final appraisal of the Property completed, listing the County as an intended user, and being prepared within 6 months of request for disbursement;
- C. A Phase One Environmental hazard assessment showing no Recognized Environmental Concerns;
- D. A signed and executed contract, if any, between Grantee and Landowner;
- E. Updated Title Insurance Commitment Letter;
- F. A boundary survey which for fee simple procurements shall require a plat in recordable form and when appropriate, as determined by the County, a topographic survey, tree survey and/or archeological survey;

- G. A signed copy of this Grant Agreement by the Grantee and, for conservation easements, also by the Landowner;
 - H. If applicable, a signed copy of a subordination agreement by a mortgage holder or other similar party with senior priority rights in the Property; and
 - I. Any other data, acknowledgement, or documentation requested by the County.
- VI. **Additional Terms for Disbursement of Grant Funds for Fee Simple Interests.**
- A. A final recordable form of a declaration of covenants and restrictions containing such conditions and restrictions as the County requires, with the County as a named beneficiary with power to enforce the covenants and restrictions.
- VII. **Additional Terms for Disbursement of Grant Funds for Conservation Easements.**
- A. A copy of the Conservation Easement in final recordable form;
 - B. A management/financial resources plan or baseline documentation report (BDR) (including a description of how the property will be managed to protect the conservation values of the property).
- VIII. **Discrepancies.**
- A. Acreage Discrepancies. If the interest in the Property is reduced in acreage up to 10% as to that stated in the Application, the County may reduce the award on a proportional per acre basis. However, a reduction of acreage exceeding 10% shall be deemed material and will render the original Grant null and void.
 - B. Valuation Discrepancies. In the event that the property values represented in the Application and supporting documentation materially deviate by the time Grantee requests funds for closing, as determined by the final appraisal, the County reserves the right to require the Grantee to resubmit the application for reconsideration with updated financial figures. Please note that under no circumstances will the County's Grant exceed the appraised fair market value of the property interest being purchased.
- IX. **Release of Grant Funds.** The County will release the Grant funds once Grantee executes this Grant Agreement and satisfies all other related terms and conditions, as determined by the County in its sole discretion.
- X. **Closing Deadline.** Closing must be scheduled within 60 days of the release of Grant funds, unless otherwise approved by the County.
- XI. **Closing Package.** Grantee shall provide the documents listed below ("Closing Package") to the County, **within 90 days of closing** the real estate transaction subject to the Application. The Closing Package shall include:

- A. Cover letter listing all enclosed documents, a full accounting of the use of Grant funds, a list of all contributing partners, and a brief acknowledgement that Grantee has satisfied the objectives, terms and conditions of the Project, as set forth in the Application and public meetings;
 - B. Copy of the signed closing statement;
 - C. Copy of recorded Grant Agreement;
 - D. Copies of final due diligence and legal documents, and all other recorded documents; and
 - E. Copy of Title Insurance Binder;
 - F. All other documentation requested by the County.
- XII. **Recorded Grant Agreement.** This executed Grant Agreement must be recorded on the deed(s) of the real estate interest(s) subject to the Grant. A copy of the recorded Grant Agreement must be submitted in the Closing Package.
- XIII. **Inspection Reports.** A copy of all inspection reports must be made available upon request by the County and provided to the County within 30 days of the request. In all instances, the Grantee is required to give the County notice of any stewardship concern that materially threatens the conservation purposes of the Grant within 30 days of discovering it. Electronic copies of the Grantee's stewardship reports are acceptable.
- XIV. **Indemnification.** Grantee and if applicable, Landowner, agrees to indemnify, defend and hold harmless the County from and against any loss, cost, or damage of any kind arising out of its breach of this Agreement, and or its negligence or willful misconduct. This indemnification provision shall not apply to a Grantee or Landowner that is a federal, state, or local governmental entity.
- XV. **Title Insurance Proceeds.** Proceeds arising out of any perfected claim against title will be shared in proportion to the County's Grant, as compared to the total cash funds provided from all sources for the acquisition of the interests in the land.
- XVI. **Reversion of Grant Funds.** Grantee will immediately return to the County any unexpended funds at the end of the Grant period (if applicable). Funds also shall be immediately returned if the County terminates the Grant in accordance with Article V or Article XV.
- XVII. **Termination.** The County may terminate the Grant (including any further funding thereof) immediately if, in its sole discretion, it determines the Grantee has breached this Agreement, has not made adequate attempts to fulfill the terms of the Grant, has made a misrepresentation about the organization, including its 501(c)(3) status, or the Project, files bankruptcy, or has misappropriated Grant funds.

- XVIII. **Accounting.** Grantee is responsible for the proper expenditure and accounting of funds, and for maintaining adequate supporting records consistent with generally accepted accounting practices. Grantee's financial and accounting records relating to the Grant must be made available for examination by the County staff for three (3) years after the closing date.
- XIX. **Limit of Commitment.** The County has no obligation to provide any support beyond the Grant period, unless otherwise agreed to in writing between the Parties.
- XX. **Applicable Law.** This Grant shall be governed by and construed in accordance with the laws of South Carolina. In carrying out the Project, Grantee will comply with all applicable laws, regulations, and rules, and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.
- XXI. **Legal Relationship and Liability.** Nothing contained herein shall create a partnership, joint venture, employment, agency or fiduciary relationship between the parties. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement. Neither party to this Agreement shall be liable to the other party for any consequential, punitive, special or exemplary damages (including lost profits) resulting from or arising out of any breach of this Agreement, or any party's performance under this Agreement.
- XXII. **Counterparts.** This Agreement may be executed in any number of counterparts (or upon separate signature pages bound together in one or more counterparts), each executed counterpart constituting an original agreement, but altogether constituting only one agreement. This Agreement may be executed via facsimile or electronic document (including PDF) signature.
- XXIII. **Escrow Agent.** All approved Grant funds shall be disbursed to the designated escrow agent for the procurement of the real estate interest as set forth in the Grant Application. As an exception, if the Grantee owns the property interest prior to the release of the Grant Award, Grantee may request payment be made directly to the Grantee. In such circumstances, the Grantee must provide documentation to ensure that the Grant Award is consistent with all laws and regulations, including the County's internal policies, governing eligible use of funds.
- XXIV. **Entire Agreement.** This Grant Agreement constitutes the entire agreement between the Grantee and the County. No oral representations or other agreements have been made by the Grantee or the County except as stated herein.
- XXV. **Permanent Protection of Property Interest.** The Parties acknowledge and agree that the use of County monies to acquire the interest in the Property will render the Property *permanently* protected. Any subsequent change to the use or legal status of the Property that undermines its permanent protection shall constitute a breach of contract and entitle the County to seek legal remedies, including the reimbursement of grant funds.

XXVI. Permanency of Property Protection Unaffected by Donor’s Qualification for

Associated Tax Deductions. The Parties agree and acknowledge that the limitations and restrictions on the uses of the Property effectuating its permanent protection, as set forth in this Grant Agreement, or by reference to collateral deeds, conservation easements, etc., will remain intact and unaffected even if a court or governmental body subsequently determines that the underlying transaction or a component thereof fails to satisfy the requirements necessary to qualify for a federal or state tax deduction.

XXVII. State and Federal Tax Deductions and Credits. The County makes NO representations that the proposed transaction will qualify for federal or state conservation-related tax deductions or credits. The undersigned participating Landowner shall be solely responsible for any tax considerations and should rely on independent tax advisors for counsel on such matters.

XXVIII. Post-Closing Mortgages and Liens. If Grantee acquires a fee simple interest in real property with the Grant, Grantee nor any successor owner may encumber the Grant Property thereafter with any lien or mortgage unless expressly approved in writing by the County Administrator. This provision shall not apply when the Grant funds the acquisition of a conservation easement interest. Notwithstanding the foregoing, any preexisting lien or mortgage on the Property must be satisfied or subordinated prior to Closing.

DRAFT

Beaufort County, South Carolina
By:

Name: Michael Moore
Title: County Administrator

Date

Witness 1
Printed Name:

Witness 2
Printed Name:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

I, _____, do hereby certify that Michael Moore personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20____.

(official seal)
Notary Public of South Carolina
My commission expires: _____

Reviewed by Beaufort County

Legal Department

We hereby acknowledge that we have read, understand and agree to the terms of this Grant Agreement.

GRANTEE:

THE TOWN OF BLUFFTON,
SOUTH CAROLINA

Larry Toomer, Mayor

Date

Steven Steese, Town Manager

Date

Witness 1
Printed Name _____

Witness 2
Printed Name: _____

NOTARY FORM

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public for said County and State,
do hereby certify that _____ personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20____.

(Official Seal)
Notary Public
My commission expires: _____

GREEN SPACE PROGRAM “GRANT” AGREEMENT
EXHIBIT A

DRAFT

GRANT AGREEMENT

This agreement (“Agreement”), made as of the 17th day of September 2025, by and between the South Carolina Conservation Bank (“Bank”), the Town of Bluffton (“Grantee”), and, if applicable, the landowner (“Landowner”) (collectively referred to as the “Parties”), is for the permanent conservation of real property referred to as Buckwalter Conservation Project (“Property”). By signing this Agreement or accepting any of the Grant funds, the Parties agree to comply with and consent to the terms and conditions set forth herein.

I. **Grant Award.** The Bank hereby awards funding in the amount of One Hundred Forty Six Thousand Six Hundred Sixty Dollars (\$146,660.00) (the “Grant”) to Grantee for the acquisition of an interest in real estate for conservation purposes as set forth in Grantee’s application for funding (“Application”), which was approved by the Bank’s Board of Directors at a public hearing on September 17, 2025 (“Public Hearing”). All representations made by Grantee in the Grant Application and during the Public Hearing are incorporated by reference into this Grant Agreement.

- II. **General Terms of Grant.**
- A. Total Grant Amount: \$146,660
 - B. Property: Buckwalter Conservation Project
 - C. County: Beaufort
 - D. Acres: +/- 239.37
 - E. Grantee: Town of Bluffton
 - F. Date Authorized: 09/17/2025
 - G. Grant Period: 09/17/2025 – 09/17/2026

III. **Availability of Funds.** The release of any Grant monies is subject to the availability of Bank funding.

IV. **Use of Grant Funds.**

- A. General Use of Funds: The Bank awarded this Grant in reliance upon the accuracy and completeness of the Grantee’s Application and supporting documents, and Grantee’s representations during the Public Hearing. Grant funds may only be used for the acquisition of real property interests for conservation purposes or qualified closing costs, as represented in the Application and Public Hearing, and approved by the Bank’s Board of Directors. Any material changes to the scope or purpose of the Project, as determined in the sole discretion of the Bank, arising after the Bank’s Board of Directors approved the Grant (“Date Authorized”), unless subsequently ratified, shall render this Agreement null and void.
- B. Bridged Transactions: In the event that Grantee uses Grant Funds to purchase Property and then transfer same to a long-term land steward (Long-Term Steward) at a later date (“Bridged Transaction”), the Grant Award must be treated as a credit toward any consideration due by Long-Term Steward. Additionally, the Long-Term Steward must be approved by the Bank either in the Application, at the Hearing, or by written

approval by the Bank. If Grantee uses debt to purchase the Property, Grantee shall not encumber or collateralize the Property unless expressly approved by the Bank in writing.

V. **Conditions for Disbursement of Grant Funds.** Per the statutory requirements of the South Carolina Conservation Bank Act, Grantee must provide the Bank with the documents listed below before the Bank may authorize Grant funds to be released. The Bank shall determine in its sole discretion whether the provided documents are satisfactory and sufficient. The Bank shall make a good faith effort to process its review within 30-60 days of submittal, but the Bank shall be under no obligation to do so within a specific period of time.

- A. Cover letter listing the final project details, a proposed closing date, and escrow agent information (vendor name, vendor number, and preferred mailing address);
- B. Final appraisal of the Property completed by an appraiser approved by the Bank, listing the Bank as an intended user, and being prepared within 12 months of request for disbursement;
- C. A Phase One Environmental hazard assessment showing no Recognized Environmental Concerns;
- D. A signed and executed contract;
- E. Updated Title Insurance Commitment Letter;
- F. A management/financial resources plan or baseline documentation report (BDR) (including a description of how the property will be managed to protect the conservation values of the property);
- G. A signed copy of this Grant Agreement by the Grantee and, for conservation easements, also by the Landowner;
- H. If applicable, a signed copy of a subordination agreement by a lender; and
- I. Any other data, acknowledgement, or documentation requested by the Board of Directors of the Bank.

VI. **Additional Terms of Disbursement Grant Funds.**

- A. None

VII. **Discrepancies.**

- A. Acreage Discrepancies. If the interest in the Property is reduced in acreage up to 10% as to that stated in the Application, the Bank may reduce the award on a proportional per acre basis. However, a reduction of acreage exceeding 10% shall be deemed material and will render the original Grant null and void.

B. **Valuation Discrepancies.** In the event that the property values represented in the Application materially deviate by the time Grantee requests funds for closing, as determined by the final appraisal, the Bank reserves the right to require the Grantee to resubmit the application for reconsideration with updated financial figures. Please note that under no circumstances will the Bank's Grant exceed the appraised fair market value of the property interest being purchased.

VIII. **Release of Grant Funds.** The Bank will release the Grant funds once Grantee executes this Grant Agreement and satisfies all other related terms and conditions, as determined by the Bank in its sole discretion.

IX. **Closing Deadline.** Closing must be scheduled within the Grant Period or within 60 days of the release of Grant funds, whichever is sooner, unless otherwise approved by the Bank.

X. **Closing Package.** Grantee shall provide the documents listed below ("Closing Package") to the Bank, **within 30 days of closing** the real estate transaction subject to the Application. The Closing Package shall include:

- A. Cover letter listing all enclosed documents, a full accounting of the use of Grant funds, a list of all contributing partners, and a brief acknowledgement that Grantee has satisfied the objectives, terms and conditions of the Project, as set forth in the Application and Public Hearing;
- B. Copy of the signed closing statement;
- C. Copy of recorded Grant Agreement;
- D. Copies of final due diligence and legal documents, and all other recorded documents; and
- E. Copy of Title Insurance Binder;
- F. All other documentation requested by the Bank.

XI. **Recorded Grant Agreement.** This executed Grant Agreement must be recorded on the deed(s) of the real estate interest(s) subject to the Grant. A copy of the recorded Grant Agreement must be submitted in the Closing Package.

XII. **Annual Report.** A copy of Grantee's initial annual inspection of the Property must be submitted to the Bank within twelve (12) months of the release of Grant funds. Thereafter, copies of all future inspection reports must be submitted to the Bank on an annual basis. Electronic copies of Grantee's annual stewardship reports are acceptable. Grantee is required to give the Bank notice of any stewardship concern that materially threatens the conservation purposes of the Grant within 30 days of discovering it.

XIII. **Indemnification.** Grantee agrees to indemnify, defend and hold harmless the Bank from and against any loss, cost, or damage of any kind arising out of its breach of this Agreement, and

or Grantee’s negligence or willful misconduct. Whether Grantee or owner of the Property, this provision shall not apply to a federal, state, or local governmental entity.

XIV. Title Insurance Proceeds. Proceeds arising out of any perfected claim against title will be shared in proportion to the Bank’s Grant, as compared to the total cash funds provided from all sources for the acquisition of the interests in the land.

XV. Reversion of Grant Funds. Grantee will immediately return to the Bank any unexpended funds at the end of the Grant period. Funds also shall be immediately returned if the Bank terminates the Grant in accordance with Article V or Article XV.

XVI. Termination. The Bank may terminate the Grant (including any further funding thereof) immediately if, in its sole discretion, it determines the Grantee has breached this Agreement, has not made adequate attempts to fulfill the terms of the Grant, has made a misrepresentation about the organization, including its 501(c)(3) status, or the Project, files bankruptcy, or has misappropriated Grant funds.

XVII. Accounting. Grantee is responsible for the proper expenditure and accounting of funds, and for maintaining adequate supporting records consistent with generally accepted accounting practices. Grantee’s financial and accounting records relating to the Grant must be made available for examination by the Bank staff for three (3) years after the Grant period.

XVIII. Publicity. Grantee agrees to coordinate with Bank before issuing press releases or other public statements concerning the Grant.

XIX. Limit of Commitment. The Bank has no obligation to provide any support beyond the Grant period, unless otherwise agreed to in writing between the Parties.

XX. Applicable Law. This Grant shall be governed by and construed in accordance with the laws of South Carolina. In carrying out the Project, Grantee will comply with all applicable laws, regulations, and rules, and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

XXI. Legal Relationship and Liability. Nothing contained herein shall create a partnership, joint venture, employment, agency or fiduciary relationship between the parties. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement. Neither party to this Agreement shall be liable to the other party for any consequential, punitive, special or exemplary damages (including lost profits) resulting from or arising out of any breach of this Agreement, or any party’s performance under this Agreement

XXII. Counterparts. This Agreement may be executed in any number of counterparts (or upon separate signature pages bound together in one or more counterparts), each executed counterpart constituting an original agreement, but altogether constituting only one agreement. This Agreement may be executed via facsimile or electronic document (including PDF) signature.

XXIII. Escrow Agent. All approved Grant funds shall be disbursed to an escrow agent with an active state vendor number for the acquisition of the real estate interest, as set forth in the Grant Application. As an exception, if the Grantee owns the property interest prior to the release of the Grant Award, Grantee may request payment in the form of a check mailed to Grantee's address. In such circumstances, the Grantee must provide documentation to ensure that the Grant Award is consistent with all laws and regulations, including the Bank's internal policies, governing eligible use of funds.

XXIV. Entire Agreement. This Grant Agreement constitutes the entire agreement between the Grantee and the Bank. No oral representations or other agreements have been made by the Grantee or the Bank except as stated herein.

XXV. Permanent Protection of Property Interest. The Parties acknowledge and agree that the use of Bank monies to acquire the interest in the Property will render the Property *permanently* protected. Any subsequent change to the use or legal status of the Property that undermines its permanent protection shall constitute a breach of contract and entitle the Bank to seek legal remedies, including the reimbursement of grant funds.

XXVI. Permanency of Property Protection Unaffected by Donor's Qualification for Associated Tax Deductions. The Parties agree and acknowledge that the limitations and restrictions on the uses of the Property effectuating its permanent protection, as set forth in this Grant Agreement, or by reference to collateral deeds, conservation easements, etc., will remain intact and unaffected even if a court or governmental body subsequently determines that the underlying transaction or a component thereof fails to satisfy the requirements necessary to qualify for a federal or state tax deduction.

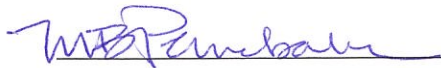
XXVII. State and Federal Tax Deductions and Credits. The Bank makes NO representations that the proposed transaction will qualify for federal or state conservation-related tax deductions or credits. The undersigned participating Landowner shall be solely responsible for any tax considerations and should rely on independent tax advisors for counsel on such matters.


XXVIII. Post-Closing Mortgages and Liens. If Grantee acquires a fee simple interest in real property with the Grant, Grantee nor any successor owner may encumber the Grant Property thereafter with any lien or mortgage unless expressly approved in writing by the Bank's Executive Director. This provision shall not apply when the Grant funds the acquisition of a conservation easement interest. Notwithstanding the foregoing, any preexisting lien or mortgage on the Property must be satisfied or subordinated prior to Closing.

I hereby acknowledge that I have read, understand and agree to the terms of this Grant Agreement as of the 17th day of September, 2025.

WITNESSES:

SOUTH CAROLINA CONSERVATION BANK

_____

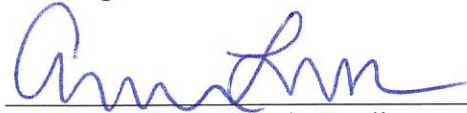
By: _____
Name: J. Raleigh West III
Its: Executive Director

_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by the South Carolina Conservation Bank, by J. Raleigh West III, its Executive Director, this 17th day of September, 2025.

_____
Notary Public for South Carolina
Name: Amber Larck
My Commission Expires: September 06, 2029



I hereby acknowledge that I have read, understand and agree to the terms of this Grant Agreement as of the _____ day of _____, 20__.

WITNESSES:

TOWN OF BLUFFTON

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Town of Bluffton, by _____, its _____, this ____ day of _____, 20__.

Notary Public for _____
Name: _____
My Commission Expires: _____

I hereby acknowledge that I have read, understand and agree to the terms of this Grant Agreement as of the _____ day of _____, 20__.

WITNESSES:

LANDOWNER (IF APPLICABLE)

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by _____, this ____ day of _____, 20__.

Notary Public for _____
Name: _____
My Commission Expires: _____

ORDINANCE NO. 2025-__

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE TO APPROVE THE ADOPTION OF CONSERVATION COVENANTS AND CONDITIONS ON TWO PARCELS OF REAL PROPERTY IN EXCHANGE FOR FINANCIAL CONTRIBUTIONS FROM THE BEAUFORT COUNTY GREEN SPACE PROGRAM AND THE SOUTH CAROLINA CONSERVATION BANK

WHEREAS, the Town of Bluffton Town Council has enacted a covenant stating, in part, that the Town bears a responsibility for the stewardship of preserving the natural and physical attributes of the Town, and many of the strategic goals were enacted with this covenant in mind;

WHEREAS, keeping these strategic objectives in mind, in May 2025, Town Council authorized by resolution the acquisition in fee simple by the Town of two parcels of real property located within the Buckwalter Planned Unit Development with the intent to enroll them in the Beaufort County Green Space Program for conservation purposes; and

WHEREAS, those two parcels, known as Parcel 5A and Parcel 5B, are assigned tax map numbers R610-030-000-0138-0000 and R610-030-000-1971-0000 and total approximately 240 acres; and

WHEREAS, the Town did successfully apply and win an award from the Beaufort County Green Space Program and from the South Carolina Conservation Bank to provide funds in exchange for permanent covenants of conservation placed on the parcels; and

WHEREAS, the South Carolina Conservation Bank approved a contribution of \$146,660 and Beaufort County authorized by resolution a contribution not to exceed \$2,143,678; and

WHEREAS, the terms and conditions of those contributions are documented in a grant agreement from the Conservation Bank, in the Beaufort County Code, Chapter 38, Article VII, also known as “the Green Space Ordinance”, and a grant agreement and a covenant agreement derived from the County Code; and

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, the Conservation Bank grant agreement, the Beaufort County grant agreement, and the Beaufort County covenants are approved and the Town Manager is authorized to execute those documents in substantial form to those attached as exhibits hereto.

THIS ENTIRE ORDINANCE SHALL TAKE FULL FORCE AND EFFECT UPON ADOPTION.

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

Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

Attachment _____

Recommended Motion

Consideration of an Ordinance Approving the Adoption of Conservation Covenants and Conditions on Two Parcels of Real Property in Exchange for Financial Contributions from the Beaufort County Green Space Program and the South Carolina Conservation Bank – Stephen Steese, Town Manager

“I make a motion to approve an ordinance authorizing the Town Manager to sign the grant agreements from Beaufort County and the South Carolina Conservation Bank, and the Beaufort County covenants agreement so long as they are in substantial form as those attached hereto .”



TOWN COUNCIL

STAFF REPORT DEPARTMENT OF GROWTH MANAGEMENT

MEETING DATE:	November 13, 2025
PROJECT:	An Ordinance Amending Chapter 26 Article II of the Town Code to Establish Rules of Operation for Specialized Vehicles – Second Reading
PROJECT MANAGER:	Kevin Icard, AICP, Director of Growth Management

REQUEST: Staff requests that Town Council approve amendments to the Town's Code of Ordinances, Chapter 26 – *Traffic and Motor Vehicles*, in response to recent changes to Section 56-2-90 of the South Carolina Code of Laws. The amended law allows local jurisdictions to adopt ordinances regulating the operation of Specialized Vehicles, including restrictions on hours and locations of use, safety belt requirements for certain passengers, and other related matters.

BACKGROUND: On May 22, 2025, Governor Henry McMaster signed Act 64 of the 126th Session of the South Carolina General Assembly. This legislation includes provisions allowing local jurisdictions to regulate the operation of Specialized Vehicles. These provisions address hours of operation, restrictions on specific roadways, and safety requirements, such as mandatory seat belt use for certain passengers.

The intent of the new law is to enhance community engagement, improve mobility and accessibility, and contribute to the overall quality of life for residents and visitors.

Attached is the proposed ordinance, which includes definitions for Specialized Vehicles, registration and insurance requirements, mandatory equipment, limitations on use, and operational guidelines for public roadways.

Key Highlights:

- Children under the age of twelve (12) must wear a seatbelt at all times while riding in a specialized vehicle.
- The ordinance limits the use of specialized vehicles on certain high-traffic roadways and in roundabouts for safety reasons.
- Any Specialized Vehicle operating on a public roadway shall have proof of liability insurance in conformance with S.C. Code Ann. Sec. 38-77-40.

Town Council Workshop - At the August 12th Town Council meeting, Town Council discussed this item as a workshop agenda item. They directed staff to proceed with a public workshop prior to the regularly scheduled October Town Council First Reading.

Public Workshop - At the August 26th Town Council Public Workshop, staff provided an in-depth review of the state code related to Specialized Vehicles and the Town’s proposed version of the Ordinance. Below is a summary of the discussion and direction for staff.

Night Driving: The public supported Town Council’s view of allowing Specialized Vehicles to operate at night if equipped with headlights, taillights, and turn signals (retrofits may be required).

Road Restrictions: Only permitted on roads ≤35 mph and prohibited in roundabouts (exempted vehicles may enter roundabouts). May cross higher-speed roads only at intersections.

Safety Provisions: Seatbelts required for all passengers, restraints required for infants and small children. Prohibition on holding infants while driving (but chest harnesses acceptable). Limiting the number of individuals on a Specialized Vehicle based on the stated occupancy of the vehicle.

TOWN COUNCIL – FIRST READING: Town Council approved the ordinance on first reading at their October 14, 2025, meeting.

ACTION: If this Ordinance is approved on November 13, 2025, the Town will apply an effective date of January 1, 2026, to allow for time to educate the public and for individuals to retrofit existing Specialize Vehicles to meet all safety provisions.

NEXT STEPS:

Golf Cart Ordinance	Step Completed	Date Completed
Town Council Workshop	✓	August 12, 2025
Public Workshop	✓	August 26, 2025
First Reading	✓	October 14, 2025
Second Reading	✓	November 13, 2025
Implementation		January 1, 2026*

ATTACHMENTS:

- 1. Draft Ordinance
- 2. South Carolina Act

ORDINANCE 2025-_____

AN ORDINANCE AMENDING CHAPTER 26 ARTICLE II OF THE CODE OF ORDINANCES FOR THE TOWN OF BLUFFTON TO ESTABLISH RULES OF OPERATION FOR SPECIALIZED VEHICLES AND OTHER MATTERS RELATED THERETO

WHEREAS, Bluffton Town Council (the "*Council*") is the governing body of the Town of Bluffton ("*Town*") and to the best of its ability takes all necessary and proper actions to protect the general safety, welfare, health and properties of the Town and citizens; and,

WHEREAS, effective May 22, 2025, the South Carolina Code of Laws Section 56-2-90 was established to allow local jurisdictions to adopt ordinances regulating the operation of golf carts as it relates to hours and locations, requiring certain passengers to wear safety belts, and other matters related thereto; and,

WHEREAS, use of golf carts, low speed vehicles and utility terrain vehicles (collectively hereinafter "*Specialized Vehicles*") have become beloved and practical modes of transportation for many residents of the Town, particularly in the area commonly known as Old Town Bluffton, where their use contributes to the unique charm of the community, enhances access to locally owned businesses and restaurants, and supports the vitality of the local economy; and,

WHEREAS, establishing rules of operation for Specialized Vehicles such as times of operation, prohibiting use on certain roadways, and requiring certain passengers to wear safety belts will further promote community engagement, improve accessibility, and enhance the quality of life for residents and visitors alike; and,

WHEREAS, the Council has determined that it is in the best interests of the citizens and visitors of the Town to adopt the ordinance as shown in "Exhibit A", attached hereto and incorporated herein by reference, which promotes safety and allows for improved and optimized usage of Specialized Vehicles within the Town.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, AS FOLLOWS:

1. **Amendment.** Chapter 26 of the Town Code is amended as shown in "Exhibit A", attached hereto and incorporated herein by reference, whereby the newly added language is illustrated with an underline and deleted language is illustrated with ~~striketrough~~.
2. **Severability.** Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.
3. **Repeal.** All ordinances or parts of ordinances in conflict with this Ordinance, or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this Ordinance full force and effect.
4. **Effective Date.** This Ordinance shall be effective immediately upon its adoption by the Town Council of the Town of Bluffton, South Carolina.

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

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

Larry C. Toomer, *Mayor*
Town of Bluffton, South Carolina

Marcia Hunter, *Town Clerk*
Town of Bluffton, South Carolina

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

Larry C. Toomer, *Mayor*
Town of Bluffton, South Carolina

Marcia Hunter, *Town Clerk*
Town of Bluffton, South Carolina

EXHIBIT A

Sec. 26-53 – Specialized Vehicles

(a) **Definitions.** For purposes of this Section the terms are defined as follows:

- i. Golf Cart means a four-wheeled motor vehicle whose speed attainable in one mile is no more than twenty miles per hour (20 mph) on a paved level surface.
- ii. Low Speed Vehicle (LSV) means a four-wheeled motor vehicle whose speed attainable in one mile is more than twenty miles per hour (20 mph) and not more than twenty-five miles per hour (25 mph) on a paved level surface, not to include farm vehicles as defined in S.C. Code Section 56-1-2070(c)(2)..
- iii. Public Roadway means any road that is controlled and maintained by the Town or another public authority and is accessible for vehicular use by the general public.
- iv. Specialized Vehicle means a motorized vehicle limited to golf carts, low speed vehicles and utility terrain vehicles.
- v. SCDMV means the South Carolina Department of Motor Vehicles.
- vi. Utility Terrain Vehicle (UTV) means a side-by-side, four-wheeled drive, off-road vehicle intended to transport individuals, cargo, or both with a top speed of over thirty-five miles an hour; a motor of at least four hundred and fifty cubic centimeters; eighty inches or less overall width; designed to travel on four or more wheels, two or four tracks, or combinations of four or more tracks and wheels; using a steering wheel for steering control; with a non-straddle seat; and with a Gross Vehicle Weight Rating of no more than four thousand pounds.

(b) **Required Registration and Insurance.**

- i. Registration. Any Golf Cart or LSV operating on a Public Roadway shall be registered with SCDMV. Upon registering with the SCDMV, a valid permit decal must be displayed on the front left lower corner of the windshield.
- ii. Insurance. Any Specialized Vehicle operating on a Public Roadway shall have proof of liability insurance in conformance with S.C. Code Ann. Sec. 38-77-140.

(c) **Required Equipment.** Any Specialized Vehicle operating on a Public Roadway must be equipped with a rearview mirror. Any Specialized Vehicle operated before sunrise and after sunset must, at a minimum, be equipped with functioning headlights, taillights, and turn signals.

- i. Seatbelts. All occupants must wear a seatbelt at all times when riding in a Specialized Vehicle being operated on a Public Roadway.
- ii. Safety Restraints. Any child under the age of twelve (12) who are too small to safely be secured with a standard seatbelt must be otherwise safely and securely restrained while riding in a Specialized Vehicle being operated on a Public Roadway. This may include, but is not limited to, the use of a child safety seat, harness system, or other secure method of restraint. It is permissible to use a device that safely secures an infant child to the body of an adult passenger whereby the device must allow for the adult to remain hands-free at all times. At no time may a child be held in an adult's arms or lap without being properly fastened by an independent restraint system or as otherwise described herein.

- iii. In addition to any requirements established in this Section, a LSV must meet all requirements must comply with the equipment requirements in 49 C.F.R. Section 571.500.

(d) **Operation Limitations.**

- i. Speed Limit. Specialized Vehicles shall only be operated on Public Roadways where the posted speed limit does not exceed 35 miles per hour.
- ii. Roadway Restrictions. Unless otherwise permitted in this Section, Specialized Vehicles are prohibited from:
 - a. Entering, operating or traveling in any roundabout, also commonly referred to as a traffic circle, and;
 - b. Entering, operating or traveling on any four-lane highway or four-lane parkway, but a Specialized Vehicle may cross over a four-lane highway or four-lane parkway at a light intersection only.
- iii. Exemption. The operation limitations established in this Section do not apply to Specialized Vehicles being used for a public purpose including, but not limited to, maintaining or repairing publicly owned roadways, facilities or other infrastructure.

- (e) **Operation on Public Roadway.** Specialized Vehicles are permitted to operate on Public Roadways at any time of the day in compliance with this Section. During daylight hours, turn signals or hand signals shall be used while operating a Specialized Vehicle on a Public Roadway. The use of a Specialized Vehicle on a Public Roadway is subject to all traffic laws and regulations applicable to the operation of motor vehicles, and any violation may result in penalties as established by law.

The operator of a Specialized Vehicle must be at least sixteen (16) years of age with a valid driver's license and while operating on a Public Roadway have in their possession as follows:

- i. Operator of a Golf Cart or LSV.
 - a. The registration certificate issued by the SCDMV; and,
 - b. Proof of liability insurance; and,
 - c. A valid driver's license.
 - ii. Operator of a UTV.
 - a. Proof of liability insurance for the UTV; and,
 - b. A valid driver's license.
- (f) **Severability.** Should any section, clause or provision of these regulations be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of these regulations as a whole or any part thereof other than the part declared to be unconstitutional or invalid; each section, clause or provision hereof being declared severed.
 - (g) **Penalty.** Any person found in violation of the provisions of this Section shall be deemed guilty of a misdemeanor and shall be subject to a fine not to exceed \$500.00 or imprisonment not to exceed thirty (30) days.

Secs. 26-534-26-77.- Reserved.

South Carolina General Assembly
126th Session, 2025-2026

A64, R92, H3292

STATUS INFORMATION

General Bill

Sponsors: Reps. Hixon, Pedalino, W. Newton, Forrest, B.L. Cox, Erickson, Taylor, Hartz, Atkinson and Pace

Document Path: LC-0063CM25.docx

Introduced in the House on January 14, 2025

Introduced in the Senate on February 18, 2025

Last Amended on May 7, 2025

Currently residing in the House

Governor's Action: May 22, 2025, Signed

Summary: Golf carts

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
12/5/2024	House	Prefiled
12/5/2024	House	Referred to Committee on Education and Public Works
1/14/2025	House	Introduced and read first time (House Journal-page 157)
1/14/2025	House	Referred to Committee on Education and Public Works (House Journal-page 157)
1/16/2025	House	Member(s) request name added as sponsor: B.L. Cox
2/4/2025	House	Member(s) request name added as sponsor: Erickson, Bradley
2/5/2025	House	Member(s) request name removed as sponsor: Bradley
2/6/2025	House	Committee report: Favorable Education and Public Works (House Journal-page 11)
2/11/2025	House	Member(s) request name added as sponsor: Taylor, Hartz, Atkinson
2/11/2025		Scrivener's error corrected
2/12/2025	House	Debate adjourned until Thur., 2-13-25 (House Journal-page 83)
2/13/2025	House	Member(s) request name added as sponsor: Pace
2/13/2025	House	Read second time (House Journal-page 18)
2/13/2025	House	Roll call Yeas-98 Nays-1 (House Journal-page 18)
2/13/2025	House	Unanimous consent for third reading on next legislative day (House Journal-page 19)
2/18/2025	Senate	Introduced and read first time (Senate Journal-page 8)

2/18/2025 Senate Referred to Committee on **Transportation** (Senate Journal-page 8)
5/1/2025 Senate Committee report: Favorable with amendment **Transportation** (Senate Journal-page 14)
5/6/2025 Senate Committee Amendment Adopted (Senate Journal-page 68)
5/6/2025 Senate Read second time (Senate Journal-page 68)
5/6/2025 Senate Roll call Ayes-44 Nays-0 (Senate Journal-page 68)
5/7/2025 Senate Amended (Senate Journal-page 40)
5/7/2025 Senate Read third time and returned to House with amendments (Senate Journal-page 40)
5/7/2025 Senate Roll call Ayes-42 Nays-1 (Senate Journal-page 40)
5/8/2025 House Concurred in Senate amendment and enrolled (House Journal-page 98)
5/8/2025 House Roll call Yeas-105 Nays-6 (House Journal-page 98)
5/20/2025 Ratified R 92
5/22/2025 Signed By Governor
5/27/2025 Effective date 05/22/25
5/27/2025 Act No. 64

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VERSIONS OF THIS BILL

[12/05/2024](#)
[02/06/2025](#)
[02/11/2025](#)
[05/01/2025](#)
[05/06/2025](#)
[05/07/2025](#)
(A64, R92, H3292)

AN ACT TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY ADDING SECTION 56-2-90 SO AS TO PROVIDE FOR THE REGISTRATION AND OPERATION OF GOLF CARTS ALONG THE STATE’S PUBLIC HIGHWAYS, TO PROVIDE MUNICIPALITIES AND COUNTIES MAY ADOPT ORDINANCES TO REGULATE THE OPERATION OF GOLF CARTS WITHIN THEIR JURISDICTIONS, AND TO PROVIDE CERTAIN PASSENGERS MUST WEAR SAFETY BELTS; AND TO REPEAL SECTION 56-2-105 RELATING TO THE REGISTRATION AND OPERATION OF GOLF CARTS.

Be it enacted by the General Assembly of the State of South Carolina:

Golf carts

SECTION 1. Article 1, Chapter 2, Title 56 of the S.C. Code is amended by adding:

Section 56-2-90. (A) To operate a vehicle commonly known as a golf cart on a public highway, the owner must obtain a permit decal and registration certificate from the Department of Motor Vehicles. Proof of ownership, proof of liability insurance, and payment of a five-dollar fee must be provided. The permit decal must be replaced every five years, or at the time the owner changes his address, whichever is sooner.

(B) A person operating a golf cart on a public highway must be at least sixteen years of age, hold a valid driver's license, and have in his possession:

- (1) the registration certificate;
- (2) proof of liability insurance in conformance with Section 38-77-140; and
- (3) his driver's license.

(C) A municipality or a county within its unincorporated portions, may:

(1) by ordinance stipulate the hours, methods, and locations of golf cart operations, provided that golf carts may be operated only on a highway where the speed limit is thirty-five miles per hour or less;

(2) by ordinance permit the operation of golf carts at night, provided that golf carts are equipped with working headlights and taillights, and provided that golf carts may be operated only on a highway where the speed limit is thirty-five miles per hour or less; and

(3) on the shoulder of primary highways, secondary highways, streets and roads, designate separate golf cart paths for the purpose of golf cart transportation, provided that:

- (a) the municipality or county obtains the necessary approvals, if any, to create golf cart paths; and
- (b) the golf cart path is:
 - (i) separated from the traffic lanes by a hard concrete curb;
 - (ii) separated from the traffic lanes by parking spaces; or
 - (iii) separated from the traffic lanes by a distance of four feet or more.

(4) not require proof of property ownership or proof of long-term rental agreement within the municipality or a county within its unincorporated portions as a requirement in which to receive a decal to operate a golf cart within its limits.

(D) In the absence of an ordinance enacted pursuant to subsection (C), a permitted golf cart may:

- (1) be operated only during daylight hours;
- (2) be operated only on a secondary highway where the speed limit is thirty-five miles per hour or less;
- (3) be operated only within four miles of the address on the registration certificate, or only within four miles of a point of ingress and egress of a gated community if the address is within a gated community; and
- (4) cross a highway at an intersection where the speed limit is more than thirty-five miles an hour.

(E) Each golf cart passenger that is under the age of twelve years old, when it is being operated on the public streets and highways of this State, must wear a fastened safety belt.

Repeal

SECTION 2. Section 56-2-105 of the S.C. Code is repealed.

Time effective

SECTION 3. This act takes effect upon approval by the Governor.

Ratified the 20th day of May, 2025.

Approved the 22nd day of May, 2025.

TOWN COUNCIL

STAFF REPORT
Finance & Administration Department



MEETING DATE:	November 13, 2025
PROJECT:	Consideration of Ordinance Amending Chapter 6 – Businesses and Business Regulations, Appendix A – Business Licenses Rate Schedule and Appendix B – Business License Class Schedule by NAICS Code of the Town Code as Required by Act 176 of 2020. – Second & Final Reading
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, CGFM Director of Finance & Administration

REQUEST:

Town Staff requests Town Council to approve First Reading of an Ordinance amending Appendix A – Business License Rate Schedule and Appendix B – Business License Class Schedule by NAICS Code in Chapter 6 – Businesses and Business Regulations of the Town Code to comply with State of South Carolina’s law, Act 176 of 2020, The Business License Standardization Act. Staff has evaluated the revenue impact on the proposed changes by the Municipal Association of South Carolina (MASC). The updated class schedule results in an estimated fiscal impact of a decrease of approximately \$97,150 or four percent. Staff recommends the following to remain revenue neutral:

- Increasing the step increase per Rate Class from \$0.15 to \$0.18
- Keeping Rate Class the same at \$1.00 per thousand
- Keeping the base fee at \$50.00

BACKGROUND:

The State of South Carolina passed standardized business licensing, known as Act 176 of 2020, in September of 2020 that became effective January 1, 2022 which required all cities and towns to adhere to specific requirements.

One of the requirements is to update the business licensing class schedule every odd-numbered year for it to go into effect the following year. The updated class schedule must be adopted by December 31, 2025.

The North American Industry Classification System (NAICS) is reviewed and revised every five years to keep the classification system current with changes to economic activities with the most recent being 2022 . The update to the NAICS code does not require an ordinance or approval by Town Council but is incorporated in the ordinance amendment.

NEXT STEPS:

Should Town Council approve the Second & Final Reading of the proposed amended Ordinance, it shall be effective to the business license year beginning on May 1, 2026.

SUMMARY:

The approval of the proposed amended Ordinance keeps the Town compliant as required by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act.

The amendment to Chapter 6 – Businesses and Business License Regulations with updates to Appendix A and Appendix B as recommended by MASC are as follows:

- Appendix A – Business License Rate Schedule:

	Income: \$0—\$2,000	Income Over \$2,000
Rate Class	Base Rate	Rate Per \$1,000 or Fraction Thereof
1	\$50.00	\$1.00
2	\$50.00	\$1.15 \$1.18
3	\$50.00	\$1.30 \$1.36
4	\$50.00	\$1.45 \$1.54
5	\$50.00	\$1.60 \$1.72
6	\$50.00	\$1.75 \$1.90
7	\$50.00	\$1.90 \$2.08
8.1	\$50.00	\$1.00
8.2	Set by state statute	
8.3	MASC Telecommunications	
8.4	MASC Insurance	
8.51	\$12.50 + \$12.50 per machine	
8.52	\$12.50 + \$180.00 per machine	
8.6	\$50.00 plus \$5.00 -OR- \$12.50 per table	\$1.00
9.1	\$50.00	\$1.00
9.3	\$50.00	\$1.00
9.5	\$50.00	\$1.00
9.6	\$50.00	\$1.00
9.7	\$50.00	\$1.15 \$1.18

- Appendix B – Business License Class Schedule:
 - Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” are hereby amended and restated.
 - Class 9.7 NAICS 722410 – Drinking Places, bars, lounges, cabarets rate shall increase from \$1.15 to \$1.18. All other Class 9, in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” shall remain in full force and effect as set forth in the Current Business License Ordinance.

ATTACHMENTS:

1. Proposed Ordinance
2. NAICS Codes and Class Schedule Timeline from MASC
3. Recommended Motions

AN ORDINANCE

AMENDING THE BUSINESS LICENSE ORDINANCE OF THE TOWN OF BLUFFTON TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.

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

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

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

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-09 on August 10, 2021, in order to comply with the requirements of the Standardization Act (the “Current Business License Ordinance”);

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

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Bluffton, as follows:

SECTION 1. Amendments to Appendix A. Appendix A to the Current Business License Ordinance, the “Business License Rate Schedule,” is hereby amended and restated as set forth on the attached Exhibit A.

SECTION 2. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” are hereby amended and restated as set forth on the attached Exhibit A.
- (b) Class 9.7 NAICS 722410 – Drinking Places, bars, lounges, cabarets rate shall increase from \$1.15 to \$1.18. All other Class 9, in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” shall remain in full force and effect as set forth in the Current Business License Ordinance.

SECTION 3. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2026.

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

Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

First reading: October 14, 2025

Final reading: _____

APPENDIX A: Business license rate schedule

	Income: \$0—\$2,000	Income Over \$2,000
Rate Class	Base Rate	Rate Per \$1,000 or Fraction Thereof
1	\$50.00	\$1.00
2	\$50.00	\$1.15 \$1.18
3	\$50.00	\$1.30 \$1.36
4	\$50.00	\$1.45 \$1.54
5	\$50.00	\$1.60 \$1.72
6	\$50.00	\$1.75 \$1.90
7	\$50.00	\$1.90 \$2.08
8.1	\$50.00	\$1.00
8.2	Set by state statute	
8.3	MASC Telecommunications	
8.4	MASC Insurance	
8.51	\$12.50 + \$12.50 per machine	
8.52	\$12.50 + \$180.00 per machine	
8.6	\$50.00 plus \$5.00 -OR- \$12.50 per table	\$1.00
9.1	\$50.00	\$1.00
9.3	\$50.00	\$1.00
9.5	\$50.00	\$1.00
9.6	\$50.00	\$1.00
9.7	\$50.00	\$1.15 \$1.18

Non-Resident Rates

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the Municipality.

Class 9 Rates

9.7 NAICS 722410—Drinking Places, bars, lounges, cabarets (Alcoholic beverages consumed on premises).

Minimum on first \$2,000\$50.00 PLUS

Per \$1,000, or fraction, over \$2,000~~\$1.15~~ \$1.18

License must be issued in the name of the individual who has been issued a State alcohol, beer or wine permit or license and will have actual control and management of the business.

APPENDIX B

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

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	2 3
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	1 2
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	7 6
54	Professional, scientific, and technical services	5 4
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	4 3
71	Arts, entertainment, and recreation	3
711190	Other Performing Arts Companies (Carnivals and Circuses)	9.6
721	Accommodation	1
722	Food services and drinking places	2
722410	Drinking Places (Alcoholic Beverages)	9.7
81	Other services	4 3
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

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



NAICS Codes and Class Schedule Timeline

Act 176, the Business License Standardization Act, establishes a standard class schedule, where businesses are placed into classes using the latest edition of North American Industry Classification System code based on profitability. The **class schedule must be updated every two years and approved by ordinance**. The Municipal Association of SC will provide a sample ordinance for every update. The **NAICS code is reviewed and revised every five years** to keep the classification system current with changes to economic activities. The update to the NAICS code does not require an ordinance or approval by council.



2025

- Use 2022 NAICS
- Use 2023 Class Schedule

To Do: Pass new class schedule for 2026
(New ordinance required)



2030

- Use 2027 NAICS
- Use 2029 Class Schedule



2026

- Use 2022 NAICS
- Use 2025 Class Schedule



2031

- Use 2027 NAICS
- Use 2029 Class Schedule

To Do: Pass new class schedule for 2032
(New ordinance required)



2027

- Use 2022 NAICS
- Use 2025 Class Schedule

To Do: Pass new class schedule for 2028
(New ordinance required)



2032

- Use 2027 NAICS
- Use 2031 Class Schedule



2028

- Use new 2027 NAICS
- Use 2027 Class Schedule

To Do: Verify all NAICS codes to make
sure they are accurate.



2033

- Use new 2032 NAICS
- Use 2031 Class Schedule

To Do: Verify all NAICS codes to make
sure they are accurate and pass
new class schedule for 2034
(New ordinance required)



2029

- Use 2027 NAICS
- Use 2027 Class Schedule

To Do: Pass new class schedule for 2030
(New ordinance required)



2034

- Use 2032 NAICS
- Use 2033 Class Schedule

Recommendation of Motion

“I make a motion to approve an Ordinance amending the Town of Bluffton Code of Ordinances, Chapter 6, Business and Business Regulations, Appendix A, Business Licenses Rate Schedule and Appendix B, Business License Class Schedule by NAICS Code to comply with Act 176 of 2020.”

TOWN COUNCIL

STAFF REPORT



MEETING DATE:	November 13, 2025
PROJECT:	Consideration of an Ordinance to Amend the Municipal Code of Ordinances, Chapter 12 Environment, Article 3 Noise Control and Chapter 13 Public Park and Boat Landing Rules, Sec. 13-38 Oyster Factory Park – Second and Final Reading, Heather Colin
PROJECT MANAGER:	Heather Colin, AICP, Assistant Town Manager

REQUEST: Request Town Council’s Approval of an Ordinance to amend the Municipal Code of Ordinances, Chapter 12 Environment, Article 3 Noise Control and Chapter 13 Public Park and Boat Landing Rules, Section 13-38 Oyster Factory Park.

FIRST READING ACTION: At the October 14, 2025 Town Council meeting, Town Council voted 4-0 (Mayor Pro tempore Dan Wood was absent) on First Reading to amend the Ordinance to remove the proposed restriction that the Lawful Noise Limitations at Oyster Factory Park prohibiting live and recorded music be prohibited from 9:00pm to 12:00pm.

BACKGROUND: At the September 9th Town Council meeting, this item was workshopped with Town Council with the following input:

- Clarify that the Noise Ordinance applies to special events UNLESS an exception has been approved by the Town Manager;
- Restrict the hours of amplified live entertainment and music to 9:00 p.m. ONLY for the Oyster Factory Park;
- Include a provision in the violations that a violation could immediately shut down the event and future requests may be denied; and
- Limit the hours of consistent amplified noise to no more than four (4) hours within one calendar day ONLY for Oyster Factory Park; and
- Continue to monitor and research methods to regulate and measure bass.

At the October 14th Town Council meeting at First Reading, Town Council passed a motion removing the time limitation of 9:00pm for Oyster Factory Park and leaving the restriction of no more than 4 hours of continuous music in one calendar day.

ATTACHMENTS:

1. Proposed Ordinance
2. Proposed Motions

ORDINANCE No. 2025-_____**AN ORDINANCE AMENDING THE TOWN OF BLUFFTON'S MUNICIPAL CODE OF ORDINANCES, CHAPTER 12 ENVIRONMENT, ARTICLE III – NOISE CONTROL AND CHAPTER 13 PUBLIC PROPERTY, ARTICLE II PUBLIC PARK AND BOAT LANDING RULES, SEC. 13-38 OYSTER FACTORY PARK**

WHEREAS, the Code of Ordinances for the Town of Bluffton protect, preserve, and promote the health, safety, welfare, peace, and quiet of the citizens of the Town; and,

WHEREAS, the establishment of standards that will eliminate and reduce unnecessary noises; that are harmful or otherwise detrimental to the enjoyment of life and property and maintenance of business is necessary to protect the quality of life for citizens and businesses of the Town; and,

WHEREAS, to establish the necessary provisions to accomplish the above, the Town of Bluffton has the authority to enact resolutions, ordinances, regulations, and procedures pursuant to Section 5-7- 140 of the South Carolina Code of Laws, 1976, as amended; and,

WHEREAS, the Town of Bluffton Town Council shall from time to time examine ordinances to ensure that they are properly regarded, enforced, sufficient and satisfactory to the needs of the community and can further suggest amendments as Town Council deems appropriate; and,

WHEREAS, the Town of Bluffton Town Council desires to amend Chapters 12 – Environment, Article III Noise and 13, Public Property, Article II, Public Park, Dock and Boat Landing Rules, Section 13-38 Oyster Factory Park; and

WHEREAS, on July 24, 2024, Town Council directed staff to further review the noise ordinance as it relates to specific locations and special events; and

WHEREAS, the Town invests in parks and public spaces through improvements and capital projects, which may be reserved for special events; and

WHEREAS, noise during special events is governed by the noise ordinance; and

WHEREAS, the Town strives for a balance with special events and functions with residents; and

WHEREAS, on April 8, 2014, Town Council further amended the noise provisions with the adoption of Ordinance 2014-08; and

WHEREAS, the Town Council discussed the proposed amendments at the September 9, 2025 Town Council meeting after hearing public comment and provided direction to Town staff, and

WHEREAS, for the reasons stated above, the Town Council desires to amend Chapters 12 and 13 of the Town Code to clarify the applicability of the noise ordinance and special events, specify the violations, restrict the duration of outdoor entertainment at Oyster Factory Park, and as shown in “Exhibit A” attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, AS FOLLOWS:

1. ***Amendment.*** That Chapters 12 and 13 of the Town Code is amended for clarity, to address noise, and enforcement as shown in “Exhibit A”, attached hereto and incorporated herein by reference.
2. ***Severability.*** If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.
3. ***Repeal.*** All ordinances or parts of ordinances in conflict with this Ordinance, or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this Ordinance full force and effect.
4. ***Effective Date.*** This Ordinance shall be effective immediately upon its adoption by the Town Council of the Town of Bluffton, South Carolina.

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

This Ordinance was read and passed at first reading on October, 14, 2025.

Larry C. Toomer, *Mayor*
Town of Bluffton, South Carolina

Marcia Hunter, *Town Clerk*
Town of Bluffton, South Carolina

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

Larry C. Toomer, *Mayor*
Town of Bluffton, South Carolina

Marcia Hunter, *Town Clerk*
Town of Bluffton, South Carolina

Chapter 12 - ENVIRONMENT

ARTICLE III. NOISE CONTROL

Sec. 12-81. Scope.

This article shall apply to all sound, vibration, and noise originating within the Town of Bluffton. Nothing in this article shall be construed to limit or prevent the Town of Bluffton or any person from pursuing any other legal remedies for damages or the abatement of noises in the city.

Sec. 12-82. Definitions.

The words and phrases defined in this section shall have the meaning indicated when used in this article unless otherwise specifically provided, or unless otherwise clearly required by the context:

A-weighted sound level: A uniform noise measurement that simulates people's perception of loudness and annoyance. It is weighted to account for frequencies most audible to the human ear. The sound pressure level in decibels as measured on a sound level meter using the A-weighted network; sound levels are represented herein by the designation, "dB(A)."

Amplified sound: Any sound or noise, including the human voice, that is increased in volume or intensity by means of electrical power.

Construction: Erection, repair, assembly, alternation, landscaping, or demolition of any building or building site.

Daytime: Unless otherwise described within this article, daytime shall be 7:00 a.m. through 7:00 p.m., Monday through Saturday and 12:00 p.m. (noon) through 7:00 p.m. on Sunday during standard time; and, 7:00 a.m. through 9:00 p.m., Monday through Saturday and 12:00 p.m. (noon) through 9:00 p.m. on Sunday during day light savings time.

Decibel also dB: Unit for describing the amplitude of sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure (20 micronewtons per square meter).

Impulsive sound: Sound of short duration with an abrupt onset and rapid decay, characterized by sound meter reading changes at a rate greater than ten dBA within a five second interval.

Lawful Noise Limitations: Noise originating from Outdoor Entertainment and/or Outdoor Live Entertainment, whether live or recorded, is permitted between the hours of 12:00 p.m. and 10:00 p.m. and the maximum permissible sound level is 50 decibels (dB(A)) measured at a distance of 250 feet from the sound source. Unless deemed an exception or exempt in this Article, any noise which continues outside of the permitted time or which exceeds the maximum decibel levels will be deemed a noise disturbance. Additional limitations may apply depending on rules and regulations for the facility and location or conditions on the special event permit.

Mobile sound vehicle: Any motorized vehicle fitted with external loudspeakers or so designed or modified as to project electronically amplified sound outside of the passenger area of the vehicle.

Motorized vehicles:

- (1) *Generally.* Any vehicle as defined by the South Carolina Code of Laws, including, but not limited to:
 - a. Excursion passenger vehicles;
 - b. Common carriers of passengers;
 - c. Motorcycles and mopeds;
 - d. Truck tractors; and,

e. Farm tractors.

- (2) *Motorboat*. Any vessel which operates on water and which is propelled by a motor including but not limited to boats, barges, amphibious craft, water ski towing devices, and hovercraft.

Noise: Any sound or combination of sounds which, because of its volume or quality, tends to disturb persons of normal sensitivity or to interfere with normal human activity.

Noise disturbance: Any unreasonably loud or raucous sound or noise which is not outdoor entertainment or outdoor live entertainment and which:

- (1) Endangers or injures the health or safety of humans or animals;
- (2) Endangers or injures the personal or real property; or
- (3) Disturbs a person of normal sensitivity.

Outdoor entertainment: Any outdoor commercial or fundraising activity offered to, provided for, or attended by one or more persons including the playing of recorded music, radio, stereo, and/or television.

Outdoor live entertainment: Any activity for the benefit of one or more persons to be performed in outdoor areas by a person or persons using amplified sound to broadcast their voice, or the sound or noise resulting from the playing of musical instruments.

Permits:

- (1) A permit issued to a person that provides or intends to provide outdoor entertainment and/or outdoor live entertainment on a regular or routine basis or that is otherwise required by Town Ordinance to obtain a business license.
- (2) Special event permit: A permit issued by the Town Manager or ~~his~~their designee for any activity that takes place on a nonrecurring or infrequent basis and/or that may temporarily exceed the ~~sound levels provided for in Table A~~ Lawful Noise Limitations.

Person: Any individual, association, firm, partnership or corporation.

Person responsible: An owner, occupant, employee, agent, or any other person who is or who appears to be responsible for a premises, dwelling, or business, or a noise-producing machine or device.

Sound: Any disturbance of the air or other medium that is detectable by the unaided human ear or which produces vibrations detectable by persons of normal sensitivity.

Sound level: The weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, as specified by the American National Standards Institute (ANSI) standards for sound level meters. If the frequency weighting employed is not specified, the A-weighting shall apply.

Sound level meter also decibel meter: An instrument that includes a microphone, amplifier, RMS detector, integrator or time average, output meter and averaging network used to measure sound level. Such instrument shall be certified to meet or exceed the current standards of the American National Standards Institute.

Sec. 12-83. General prohibitions—Decibel and/or time limitations.

- (a) Except as allowed in this article, no person shall willfully engage in any activity on any premises or public area in the Town, which activity produces or constitutes a noise disturbance on occupied neighboring premises or public area. Any sound or noise associated with outdoor entertainment or outdoor live entertainment shall be deemed a noise disturbance when it exceeds the Lawful Noise Limitations ~~levels set forth on Table A attached hereto and incorporated herein~~. As provided for herein, all persons providing outdoor entertainment or outdoor live entertainment must secure a permit from the Town. All Persons required to obtain a permit shall be subject solely to the measurement of noise levels provided ~~in Table A~~ by the Lawful Noise Limitations.

- (b) ~~Unless otherwise deemed an exception or exempt in this Article, a~~ All persons required to secure a permit to provide outdoor entertainment and/or outdoor live entertainment shall be required to end the outdoor entertainment and/or outdoor live entertainment in accordance with the Lawful Noise Limitations. by the time prescribed in Table A.

Sec. 12-84. Further prohibitions—Noise disturbance.

Certain activities are recognized as tending to produce loud and raucous noises and may constitute a noise disturbance. Accordingly, it shall be unlawful for any person to, for any purpose so as to unreasonably disturb the peace, quiet, comfort, or repose of any person in his home or dwelling, or, in any public area or place of public accessibility, including, but not limited to, commercial establishments:

- (a) Use, operate or play any transistor or electronic device which produces, reproduces or amplifies sound; or,
- (b) Attempt to attract the attention of the public to any political or commercial activity by the use of a loudspeaker or other sound amplification device; or,
- (c) Engage in personal conduct of an excessively loud nature; or,
- (d) Sound any horn or signal device on any automobile, motorcycle, bus, or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended: the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such device for any unnecessary and unreasonable period of time; or,
- (e) Shout as a peddler, hawker and vendor; or,
- (f) Start a motor vehicle engine of any kind using excessive acceleration or creating loud noises, or at any time to commence or continue the movement of any such vehicle with the spinning of tires or any other excessive noise; or,
- (g) Keep any animal or bird which causes frequent or long continued noise, provided, however, that upon application to and approval by the Town Manager, or ~~his~~their designee, a written permit may be granted as provided for herein.
- (h) Oyster Factory Park. In addition to the restrictions and requirements of the Lawful Noise Limitations, Live and recorded music shall be prohibited from 9:00pm to 10:00am at the Oyster Factory Park any day of the week. During permitted hours, music whether live or recorded shall not exceed a duration of more than four (4) hours during any one calendar day.

It is further recognized that certain uses, including churches, synagogues and other places of worship, hospitals, convalescent and nursing facilities, schools and courthouses are particularly sensitive to sound and noise. Noise-producing activities, including those specified above, may become noise disturbances when conducted in the immediate vicinity of those uses during their hours of operation.

Sec. 12-85. Exceptions.

The following are excepted from the application, in whole or in part, of this article as follows:

- (a) Construction activity performed by or for an agency of government provided that all equipment is operated in accordance with manufacturer's specifications and is muffled as designed and manufactured;
- (b) Sound produced by church bells or chimes, whether produced by the striking of a church bell or chime, or a recording thereof;

- (c) Sound or noise emanating from duly permitted street fairs, festivals, or celebrations conducted by or with approval of the Town of Bluffton;
- (d) Sound or noise emanating from film and video production activities for which permits have been issued by the Town; provided all equipment, such as generators, are properly muffled as designed and manufactured;
- (e) Sound or noise emanating from properly equipped aircraft operated in accordance with applicable federal rules and regulations;
- (f) Sound or noise from lawful fireworks;
- (g) Sound produced by persons and machinery engaged in landscape maintenance, cleanup or tree shaping or removal, during the daytime, said machinery shall be properly muffled as designed and manufactured;
- (h) Musical accompaniment to parades or military ceremonies;
- (i) Sound emanating from regularly scheduled events at Town and County parks and school athletic facilities;
- (j) Emergency vehicles in the course of performing their official duties;
- (k) Boats, ships, barges and other vessels engaged in licensed commercial activity;
- (l) Construction, construction preparation, and building activity between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday and 12:00 p.m. and 7:00 p.m., on Sunday and any such work certified by the Town Manager or ~~his~~their designee to be necessary to address an emergency situation;
- (m) Sounds produced by maintenance or repair activity within boat yards, during the daytime;
- (n) Sounds produced by the commercial sawing or grinding of tree trunks, branches, or other organic matter into mulch during the daytime on Monday through Friday; and sounds produced by the noncommercial sawing or grinding of tree trunks, branches or other organic matter into mulch during the daytime on Monday through Sunday; and
- (o) Sounds produced by golf course or tennis maintenance or watering equipment.
- (p) Sounds produced on the premises of a person that has secured a permit in accordance with the terms of this article; notwithstanding the exception granted herein, a sound or noise generated by activity resulting from the use of a permit or special event permit, shall be deemed a noise disturbance if, when measured as prescribed herein, it exceeds the Lawful Noise Limitations, levels set forth in Table A attached hereto and incorporated herein.
- (q) Bands playing at any scheduled football or other sporting activity or events or other activity held on lands belonging to the Beaufort County Board of Education provided that the activity or event in question is associated with the Beaufort County School System.
- (r) Regular or special indoor or outdoor events, including, but not limited to, weddings, corporate functions, member functions, charitable events, outdoor sporting events, club and/or hotel functions as part of an established property owners association and/or private club that is located on property that is subject to a development agreement.
- (s) Any individual or entity that obtained a special event permit from the Town. The Town may issue special event permits for events including, but not limited to, concerts, festivals, parades, and athletic events to permit reasonable and limited exceptions to the provisions of this Article. Any special event permit issued shall contain specific provisions as to the activities which will be conducted and the dates and times during which the provisions of this section are to be suspended. Specific sources of the noise which may otherwise violate this Article shall be identified, and special conditions may be established in the permit which will minimize the noise impact of the event on the community. The special event

permit and the authority provided in the special event permit may be revoked by law enforcement if there are repeated substantiated complaints.

Sec. 12-86. Determination of noise disturbance.

In determining whether a noise or sound constitutes a noise disturbance violation under this section, the enforcement officer may consider, in addition to all other logically relevant factors, the following:

- (a) The volume of the noise;
- (b) Whether the nature of the noise is usual or unusual;
- (c) The intensity of the noise;
- (d) The general characteristics of the area where the noise is occurring;
- (e) The time of day or night at which the noise is occurring;
- (f) The reasonable expectation of quiet that could be expected by individuals on public or private property in the vicinity of where such noise is occurring;
- (g) In the case of motor vehicles, whether or not such vehicles are equipped with mufflers and/or such suppression devices which keep exhaust noises down to a level equal to or below that which the manufacturers of such vehicles provided as original equipment designed for acceptable street use;
- (h) The proximity of the noise to residential sleeping facilities, churches, synagogues and other places of worship, hospitals, convalescent and nursing facilities, schools and courthouses;
- (i) The duration of the noise; or
- (j) Whether the noise is recurrent, intermittent or constant.

Sec. 12-87. Measurement of sound level.

In determining outdoor entertainment and outdoor live entertainment sound levels pursuant to this article, the standards, instrumentation, personnel, measurement procedures, and reporting procedures shall be as specified herein; and all terminology not defined herein or in Section 2 shall be in conformance with the current American National Standards Institute (ANSI).

- (a) Sound level measurement shall be made with a sound level meter using the A-weighting scale.
- (b) Sound level meters shall be serviced, calibrated and operated as recommended by the manufacturer, and in accordance with regulations prescribed by the police department. Persons using the sound level meter shall be trained in sound level measurement and the operations of sound level measuring equipment.
- (c) Except as specified in (g) below, the sound measurement shall be averaged over a period of at least one minute for purposes of determining the sound level. Sound levels may not exceed the prescribed level by more than three decibels at any time during the measurement period.
- (d) During measurement, the microphone shall not be positioned so as to create any unnatural enhancement of the measured sound. A windscreen should be used whenever practical.
- (e) Traffic noise and noise from other sources not connected with the sound being measured shall not be considered in taking measurements.
- (f) In the case of noise or sound that is impulsive, the measurement shall be taken over a period of time of at least one minute. Any such sound or noise that exceeds the prescribed level by 10dBA more than two times within a five second interval shall be deemed to exceed the prescribed sound levels.
- (g) In the case of outdoor entertainment or outdoor live entertainment, including live or recorded speech, music or other sound, whether or not a permit is required for the activity, sound level measurements

shall be made as prescribed in this section. Notwithstanding the exception granted herein for a special event permit, the decibel level of such activity shall not exceed the ~~levels allowed pursuant to this article when measured the distance prescribed in Table A from which the noise emanates~~ the Lawful Noise Limitations.

Sec. 12-88. Permits required.

- (a) All persons providing or intending to provide outdoor entertainment and/or outdoor live entertainment on a regular or routine basis and who are otherwise required by Town Ordinance to obtain a business license, are required to state such on their business license application at the time that the business license is secured or renewed and are required to secure a permit at that time allowing them to have outdoor entertainment and/or outdoor live entertainment. Should a person provide or intend to provide outdoor entertainment and/or outdoor live entertainment prior to the expiration of their current business license, the person must secure a permit from the Town which shall remain in effect until such time as their business licenses is renewed and a new permit obtained. A reasonable fee, to be determined by Town Council, may be assessed for this permit and may be collected in conjunction with the issuance of a business license. At the time of the application for the business license, the Town shall, notwithstanding the zoning for the premises for which the permit is sought, provide a copy of ~~Table A~~ the Town's Lawful Noise Limitations to which the applicant shall be subject.
- (b) Special event permits are required for any activity that takes place on a non-recurring or infrequent basis and/or that may temporarily exceed the ~~requirements set out in Table A~~ Lawful Noise Limitations of a level not to exceed fifty (50) decibels. Application for a permit shall be made to the Town Manager or designee not less than five days nor more than ninety (90) days prior to the commencement of the activity. In no case shall more than six permits be issued for any person, entity, or establishment in a calendar year and each calendar day on which the activity is to occur shall constitute a separate permit. ~~No permit may be issued if the effect of the special permit would be to allow for the creation of a noise disturbance as part of the regular or usual activity on any premises.~~ A reasonable fee, to be determined by the Town Council, may be assessed for all special event permits.
- (c) Without limiting the generality of the foregoing, special event permits are required for the following activities, in addition to any other permits required by law:
 - (1) *Outdoor entertainment, outdoor live entertainment, outdoor parties, special events:* For events not exempted by this article where equipment for amplifying live or prerecorded speech, music or other sound is to be used. This section is intended to apply to temporary events of an infrequent or non-recurring nature; it is not intended to apply to regular activities conducted at a fixed location.
 - (2) *Mobile sound vehicles:* Special event permits may not be obtained for vehicles using equipment designed or intended for personal entertainment.
- (d) Permits may not be denied or revoked except where the activity constitutes a bona fide threat to the health, safety or welfare of any person, or a bona fide threat of physical damage to real or personal property; and, in the case of a permit, for repeated convictions for violating the levels ~~set forth in Table A~~ of the Lawful Noise Limitations and as otherwise authorized in this Chapter.
- (e) Each applicant for a permit shall be a "person responsible" for the purposes of this article, and shall provide the name of at least one other person who may be contacted in the event or problems arising from the noise associated with the activity for which the permit is requested. Each applicant shall affirmatively indicate that he is familiar with the requirements of this article. Failure to complete the application properly or a record of previous violations by the applicant within the preceding 12 months may be a basis for denial of the permit.
- (f) Applicants for special event permits for activities in residential areas shall affirmatively indicate that the owners or occupants of all adjacent premises (including premises directly across the streets or other public ways) have received a copy of the completed application. Applicants for permits for activities on multifamily

premises shall also affirmatively indicate that the owner or manager of the premises has received a copy of the application.

- (g) If a special event permit is denied, the reasons for denial shall be set forth in writing and furnished to the applicant. If an applicant who has been denied a special event permit under this section believes that the denial is in violation of applicable State or Federal law, he may submit a statement of the reasons he believes he is entitled to the special event permit to the Town Manager. If the Town Manager determines that the applicant has made a substantial showing of legal entitlement, an exceptional permit may be granted waiving requirements as to time, location and sound levels.
- (h) A violation of any of the provisions of this article may be cause for the immediate revocation of any previously issued permit.

Sec. 12-89. Penalties/owner and occupant responsibility.

Penalties for violations of this article may be assessed against persons responsible for the premises or device producing or causing decibel and/or time violation or the noise disturbance.

- (a) Penalties for violation of this article shall be as follows:
 - (1) Any person violating any of the provisions of this article shall, upon conviction thereof, be subject to a fine not exceeding \$500.00 or imprisonment not exceeding 30 days, or both. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder. Any person who continues to violate the provisions of this article, after having been previously cited, may be subject to further citations, including the day upon which the original citation was issued.
 - (2) Upon conviction of being in violation of this article three times for the same offense within a 12-month period, which shall be deemed repeated convictions, when such sound is created by the same sound emitter, or person, the noise-creating equipment may be confiscated by the Court following such latest conviction until such time as the offender can satisfy the Court that he is prepared to and, in fact, will operate said equipment within the limits of this article. Further violation may result in the permanent confiscation by the Court upon such conviction.
 - (3) In addition to the penalties provided for in this article, the Town Manager or ~~his~~their designee may issue an administrative stop order to any person emitting sound, requiring the person to halt immediately any sound which exposes any other person to a noise disturbance or, if applicable, sound levels in excess of those ~~set forth in Table A~~ in accordance with the Lawful Noise Limitations.
 - (4) Nothing herein shall be construed to limit any private right of action.
- (b) An owner of any premises subject to this article who is not also an occupant of the premises shall be responsible for any actions by tenants, guests, or other licensees that constitute second or subsequent violations of this article; provided, that no absentee owner shall be liable unless notified of first or previous violations of the article, and further provided that such first or previous violations shall have occurred within the previous 12-month period. Notice of any first or previous violations pursuant to this paragraph shall be effected by registered or certified mail. No absentee owner may be subjected to criminal liability under this section; but, may be subject to the penalties and relief as provided for herein. This section shall in no way relieve any other person from responsibility for violations of this article.
- (c) The person responsible for any premises shall be jointly and severally responsible and liable for any violations of this article by tenants, guests, or licensees on the premises if the person responsible is actively or constructively present at the time of the violation.
- (d) Notwithstanding the foregoing, any person found attempting to alter or manipulate a sound level in an effort to void a violation of this article shall be deemed in violation of this article and subject to the

penalties set forth herein above; and, the permit or special permit, as the case may be, shall be revoked until such time as the person can, in good faith, show that they can comply with the article.

(e) The holder of a special event permit is solely responsible for ensuring that the issued permit is on the premises of the event at all times. Law Enforcement may request to review the approved special event permit at any time and failure to provide law enforcement with the special event permit may result in an immediate termination of the special event permit and cancellation of the event associated with the special event permit. Law Enforcement is authorized, at its discretion, to immediately cancel any special event if upon request there is a failure to provide law enforcement with a special event permit.

Sec. 12-90. Severability.

Should any section, paragraph, sentence, clause, or phrase of this article be declared unconstitutional by an Order of a Court of competent jurisdiction, such unconstitutionality shall not affect the remaining portions of this article since the same would not have been enacted without the incorporation in this article of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Table A. Outdoor Entertainment and Outdoor Live Entertainment Noise and Time Limitations.

Day of Week	Outdoor Entertainment Allowed	Outdoor Live Entertainment Allowed	Time Permitted (if allowed)	Maximum Decibel Level- dB(A)	Distance to Sound Source
Sunday	Yes	Yes	12:00p.m.—10:00p.m.	50	250 feet
Monday	Yes	Yes	12:00p.m.—10:00p.m.	50	250 feet
Tuesday	Yes	Yes	12:00p.m.—10:00p.m.	50	250 feet
Wednesday	Yes	Yes	12:00p.m.—10:00p.m.	50	250 feet
Thursday	Yes	Yes	12:00p.m.—10:00p.m.	50	250 feet
Friday	Yes	Yes	12:00p.m.—10:00p.m.	50	250 feet
Saturday	Yes	Yes	12:00p.m.—10:00p.m.	50	250 feet

Chapter 13 -PUBLIC PROPERTY
ARTICLE II. PUBLIC PARK, DOCK AND BOAT LANDING RULES
Sec. 13-38. Oyster Factory Park.

(g) *Lawful Noise Limitations.* In addition to the restrictions and requirements of the Lawful Noise Limitations, Live and recorded music shall be prohibited from 9:00pm to 10:00am any day of the week. During permitted hours, music whether live or recorded shall not exceed a duration of more than four (4) hours during any one calendar day.

Proposed Motions

Consideration of Amendments to the Municipal Code of Ordinances, Chapter 12 – Environment, Article 3 – Noise Control and Chapter 13 – Public Property, Article 2 – Public Park and Boat Landing Rules, Section 13-38 Oyster Factory Park – Second and Final Reading

“I make a motion to approve Second Reading of an Ordinance Amending the Town of Bluffton Code of Ordinances, Chapter 12 – Environment, Article 3 – Noise Control and Chapter 13 – Public Property, Article 2 – Public Park and Boat Landing Rules, Section 13-38 Oyster Factory Park.”

TOWN COUNCIL



STAFF REPORT
Finance & Administration Department

MEETING DATE:	November 13, 2025
PROJECT:	Formal Agenda: Consideration of an Agreement with the South Carolina Municipal Insurance Trust to Participate in the South Carolina Municipal Insurance Trust Workers’ Compensation Fund
PROJECT MANAGER:	Steven Pecko, Accounting and Risk Manager

REQUEST: Town Council to authorize the Town Manager to change workers’ compensation carriers from the State Accident Fund (SAF) to the Municipal Association of South Carolina’s (MASC) South Carolina Municipal Insurance Trust (SCMIT) Workers Compensation Fund.

BACKGROUND: The Town currently maintains its workers’ compensation coverage with SAF, an entity of the state of South Carolina. The current policy period runs from January 1st to December 31st each year. The chart below shows the annual workers’ compensation premiums paid for the past two calendar years and the estimated premiums for the current policy period.

Policy Period	Premiums
1/1/25-12/31/25 (est.)	\$ 357,440.00
1/1/24-12/31/24	\$ 287,929.00
1/1/23-12/31/23	\$ 318,888.00

As part of the Town of Bluffton’s Strategic Focus Area of Fiscal Sustainability to demonstrate fiscal responsibility, Staff researched other insurance programs to compare with our current policies. Options that Staff explored include MASC’s SCMIT program, the South Carolina Association of Counties’ Workers’ Compensation Trust, and Self-Insurance. It was determined that MASC’s SCMIT program was the best option and most comparable to our current policies through SAF.

Town Staff met with MASC staff twice, which included an onsite visit in Bluffton, to review the Town’s current risk management policies and procedures and discuss the differences between SAF and MASC’s programs. During the risk assessment process, the creation of a safety committee made up of Town Staff was recommended by MASC. This new committee would be responsible for reviewing all incidents at the Town, performing root cause analysis, and implementing best practices. Upon completion of both meetings, applying to SCMIT, and

performing risk self-assessments at Town Hall and the Police Department, MASC presented a proposal to the Town to join SCMIT.

The estimated premiums from SCMIT for the upcoming policy period reflect savings of over \$60,000, or 17%, prior to any discounts. In addition, SCMIT offers safety grant opportunities to Public Services and Police Departments, and there is an additional 5% premium credit for completing an annual risk self-assessment. MASC also provides on-site training on various risk management and loss control topics.

At the June 2025 Town Council meeting, Council approved a resolution authorizing the Town Manager to change insurance carriers from the Insurance Reserve Fund to MASC's South Carolina Municipal Insurance and Risk Financing Fund (SCMIRF). SCMIRF coverage includes automobile comp. and collision coverage, tort liability coverage, and buildings/property coverage. Members enrolled in both SCMIRF and SCMIT are entitled to 2% discounts on each program.

Policy	SAF Est. Premium	MASC Est. Premium
Workers' Compensation	\$ 357,440.00	\$ 296,994.00
MASC - 2% Policy Discount	\$ -	\$ (5,939.88)
MASC - 5% Self-Assessment Credit	\$ -	\$ (14,552.71)
Total	\$ 357,440.00	\$ 276,501.41

As part of the process, the SCMIT Board reviews and determines acceptance of jurisdictions into the Fund. At the October 8, 2025 SCMIT Board meeting, the Board officially approved the Town of Bluffton to join should Town Council approve the Resolution.

NEXT STEPS: Town Council may approve the Resolution or deny changing programs. Should Town Council approve, below is the timeline of changes in carriers:

- 12/31/2025 – Workers' Compensation Coverage will remain effective with SAF through this date.
- 1/1/2026 - SCMIT coverage will become effective with MASC on this date.

SUMMARY: Town Staff will work with MASC to ensure a clean transition between carriers and a Safety Committee is established during FY26.

ATTACHMENTS:

1. Presentation
2. Resolution
 - a. Exhibit A – SCMIT Agreement to Participate
3. Recommended Motion



Consideration of an Agreement with South Carolina Municipal Insurance Trust (SCMIT) for Workers' Compensation Coverage for the Town of Bluffton

Presentation to Town Council
Steven Pecko, Finance Department
November 13, 2025



Town Insurance Background

- South Carolina Municipal Insurance & Risk Financing Fund (SCMIRF)
 - Member since July 2025
 - Automobile Comp & Collision, Automobile Liability, Inland Marine, Buildings & Property, Tort Liability
 - Renews annually on January 1st
- State Accident Fund
 - Member since 2009
 - Workers' Compensation Insurance
 - Renews annually on January 1st



State Accident Fund Premiums

Policy Period	Premiums
1/1/25-12/31/25 (est.)	\$ 357,440.00
1/1/24-12/31/24	\$ 287,929.00
1/1/23-12/31/23	\$ 318,888.00



Municipal Association of SC (MASC)

- SC Municipal Insurance Trust (SCMIT)
 - Provides self-funded workers' compensation protection for municipal employees
 - Self-Risk Assessments
 - Review current policies and procedures
 - Recommendations from Loss Control staff at MASC



Additional SCMIT Benefits

- Grant opportunities available to Public Services and Police Departments
- 5% Premium Credits for completing annual risk self-assessments
- Additional 2% discount for members enrolled in both SCMIRF and SCMIT



Insurance Proposals Comparison

Policy	SAF Est. Premium	MASC Est. Premium
Workers' Compensation	\$ 357,440.00	\$ 296,994.00
MASC - 2% Policy Discount	\$ -	\$ (5,939.88)
MASC - 5% Self-Assessment Credit	\$ -	\$ (14,552.71)
Total	\$ 357,440.00	\$ 276,501.41



Timeline

Date	Details
10/8/2025	SCMIT Board approved the Town of Bluffton for SCMIT membership
10/23/2025	State Accident Fund notified of intent to not renew policy for 2026 period
11/13/2025	Presentation to Town Council on SCMIT
12/31/2025	Workers' Compensation coverages remains effective with State Accident Fund through this date
1/1/2026	SCMIT Workers' Compensation coverage becomes effective



Recommended Motion

“I make a motion to approve a resolution authorizing the Town Manager to approve an intergovernmental agreement to participate in the South Carolina Municipal Insurance Trust Workers Compensation Fund.”

RESOLUTION

A RESOLUTION TO PARTICIPATE IN AND AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT
WITH THE SOUTH CAROLINA MUNICIPAL INSURANCE TRUST

WHEREAS, the Town of Bluffton, South Carolina (the “Town”) is an incorporated municipality located in Beaufort County, and as such possesses all powers granted to municipalities by the Constitution and general laws of the State of South Carolina; and

WHEREAS, certain municipalities of the State of South Carolina have agreed to create the South Carolina Municipal Insurance Trust Workers Compensation Fund (hereafter referred to as the “Fund”) and have agreed to pool the risk of their exposure to certain potential liabilities in the manner herein provided, pursuant to the provisions of the Code of Laws of South Carolina, 1976 Section 15-78-140; and

WHEREAS, the Board of Trustees of the Fund have approved the Town of Bluffton to join the program at its October 8, 2025 meeting; and

WHEREAS, the Town desires to participate in the Fund effective January 1, 2026; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL AS FOLLOWS:

1. The Town Council hereby authorizes the Town Manager to execute the documents attached as Exhibit A to participate in the South Carolina Municipal Insurance Trust Workers Compensation Fund effective January 1, 2026.

THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON ADOPTION.

SIGNED, SEALED AND DELIVERED AS OF THIS 13th DAY OF NOVEMBER, 2025.

Larry Toomer, Mayor
Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

SEAL



**AGREEMENT TO PARTICIPATE IN THE
SOUTH CAROLINA MUNICIPAL INSURANCE TRUST
WORKERS COMPENSATION FUND**

WHEREAS, the South Carolina Municipal Insurance Trust (hereinafter the Trust) meets the requirements of the South Carolina Workers' Compensation Commission as a group self-insurer of public employers of the same type of unit.

WHEREAS, the Trust has established the South Carolina Workers' Compensation Fund (hereinafter the Fund) to provide workers' compensation coverage for all municipalities which are members of the Municipal Association of South Carolina who desire to participate in the Fund.

WHEREAS, Town of Bluffton (hereinafter called the "Member") desire to participate in the Fund; and

WHEREAS, the Trust and the Member are desirous of setting forth the obligations and responsibilities of each party hereto:

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

- I. THE TRUST AGREES THAT SO LONG AS THE MEMBER IS PARTICIPATING HEREUNDER, IT WILL:
 - a. Make workers' compensation coverage available to the Member in accordance with the conditions set forth in this Agreement.
 - b. Establish within the Trust separate cash reserve funds from the contributions of all Members, which funds shall be invested and shall not be intermingled with any other funds of the Trust and which funds shall be used by the Trust or its designee to:
 1. Pay all operation and administrative costs incurred by the Trust attributable to the Fund.
 2. Pay all workers' compensation claims for which a Member is legally responsible which arise from an injury occurring during the term of this Agreement. The Fund shall be responsible for administering and paying all claims incurred during the term of this Agreement until such claims are

resolved or closed even if the Member elects to discontinue participation in the Fund.

3. Provide excess insurance on the Fund in such amount as approved by the South Carolina Workers' Compensation Commission.
4. Obtain all bonds upon such terms and in the amounts as may be required by the South Carolina Workers' Compensation Commission.
5. Provide Members legal representation at all hearings and litigation associated with workers' compensation claims.
6. Initiate appropriate appeals on behalf of Members.
7. Collect from each Member contributions based on appropriate classifications, rates and Fund discounts applicable to each Member. Such contributions shall be kept in designated reserve funds and from such funds all administrative, excess insurance and claims costs shall be paid.
8. Attempt to reduce workers' compensation costs to Members by assisting Members in the development of a municipal oriented comprehensive loss control program.
9. Provide an annual audit report to the South Carolina Workers' Compensation Commission concerning the financial operations and conditions of the Fund.
10. Furnish appropriate claims reporting forms and loss reports to Members.
11. Provide staff training so that Members may effectively report claims and attempt to reduce work related injuries.
12. Make available for inspection upon request by the Members, the books and records of the Trust.

I. THE MEMBER AGREES THAT IT WILL:

- a.. Be solely financially responsible for all workers' compensation claims that predate or arise out of events or circumstances that pre-date this Agreement thereby holding the Trust financially harmless therefrom.
- b. Enroll in the South Carolina Municipal Insurance Trust Workers' Compensation Fund for an initial 12 month period and obligate itself to pay all required Fund contributions as prescribed by the Trustees of the Trust. After the initial 12 month period of participation a Member may discontinue participation in the Fund by providing the Trust ninety days written notice of the Members' intent to discontinue participation in the Fund. Any unearned premium will be returned pro rata to a Member providing such notice.
- c. Comply with all the provisions of the South Carolina Municipal Insurance Trust Agreement and Declaration of Trust pertaining to participating members and comply with the provisions of the loss control program developed by the

Trust and undertake and implement procedures recommended by the Trust or its designee for the purpose of reducing workers' compensation losses.

- d. Execute and submit to the Trust or its designee any and all forms required by the Trust or its designees.
- e. Comply with the workers' compensation laws of the State of South Carolina.
- f. Designate a risk management coordinator to act as a liaison between the Member and the Trust or its designee.
- g. Attend all training programs and sessions deemed necessary by the Trust.
- h. By signing this Agreement grant to the Trust the full power of attorney to:
 - 1. Present all forms and information relative thereto any administrative body, board agency or any court of law, as may be necessary, to defend or facilitate workers' compensation claims.
 - 2. To obtain all account information, reports or any discoverable information or written data that affects any workers' compensation claims of the Member.
 - 3. To do any and all acts without qualification necessary or convenient to effectuate the implementation and performance of the herein South Carolina Municipal Insurance Trust Workers' Compensation Fund.

- III. This Agreement as approved by the City/Town Council at its meeting on 11/13/2025 (Date) shall be forwarded in duplicate to the Trust.
- IV. The Effective Date of Coverage shall be the date mutually agreed to by the member, the Trust and the SC Workers' Compensation Commission.
- V. This Agreement shall be binding on the member and the Trust commencing on the date of receipt by the Trust of the Member's Fund contributions payable in advance of the effective date of coverage. Annual Member contributions greater than \$5,000 may be paid in equal quarterly payments upon request by the Members. This Agreement shall continue in force so long as all subsequent contributions are paid in advance in accordance with the terms of the initial and/or audited invoices submitted to the member by the Trust. Failure by any Member to pay contributions as requested by the Trust shall automatically terminate this Agreement and void member's rights to the SC Workers' Compensation Fund excepting that the Fund will continue to be liable for all workers' compensation claims incurred by the Member while the Member was in full compliance of this Agreement.
- VI. In the event of default by a Member as specified in Section V hereof, or in the event of discontinuance of participation by any member all Fund contributions made by any member equal to earned premium shall remain the sole property of the Trust, and said Member shall have no rights therein.

SOUTH CAROLINA MUNICIPAL INSURANCE
TRUST WORKERS COMPENSATION FUND

NAME OF MUNICIPALITY
Town of Bluffton

SIGNED BY:

By: _____
Chairman, Board of Trustees

Mayor

City Manager

Date Signed

EFFECTIVE DATE OF COVERAGE: January 01, 2026

NAME OF RISK MANAGEMENT COORDINATOR:

Steven Pecko, CPA, CFE

Address PO Box 386, 20 Bridge Street

City Bluffton

State SC Zip 29910

Telephone Number 843-706-4558

Attachment 3

Recommended Motion

Consideration of an Intergovernmental Agreement with South Carolina Municipal Insurance Trust (SCMIT) for Workers' Compensation Coverage for the Town of Bluffton

"I make a motion to approve a resolution authorizing the Town Manager to approve an intergovernmental agreement to participate in the South Carolina Municipal Insurance Trust Workers Compensation Fund."

TOWN COUNCIL

STAFF REPORT
Executive Department



MEETING DATE:	November 13, 2025
PROJECT:	Consideration of an Ordinance for a Master Lease to the Don Ryan Center for Innovation, Inc. for Real Property Owned by the Town of Bluffton, Identified as Beaufort County Tax Map No. R610 030 000 2066 000 located at 97 Progressive Street, Bluffton – Second and Final Reading
PROJECT MANAGER:	Chris Forster, MPA, CPFO, CGFM, Assistant Town Manager

RECOMMENDATION:

Request for the Bluffton Town Council to approve Master Lease Agreement with Don Ryan Center for Innovation, LLC. (DRCI) at 97 Progressive Street.

CHANGES SINCE FIRST READING:

Language was added to the Master Lease to allow for non-profits to lease offices if their primary mission is to serve the business community in and around the Town of Bluffton.

BACKGROUND:

The Town of Bluffton released RFP 2023-62, Development of Buckwalter Commerce Park. The successful bidder, Parkway Commons, LLC entered into a Master Agreement with the Town on October 30, 2023. The developer will develop 50,100 square feet of class A office and light industrial warehouse space. The development will consist of three buildings. Two buildings will consist of class A office and light industrial warehouse space to meet demand for a growing service-based industry. The third building, at 97 Progressive Street, will serve as landing pad space for economic development and space for a new childcare facility.

DISCUSSION:

This master lease agreement will give DRCI exclusive permission to sub-lease space in the new building at 97 Progressive Street in Buckwalter place. The building will remain a Town owned property and maintain its tax-exempt status. The building’s primary use will be for economic development and small business development for the general benefit of the local Bluffton economy. The primary tenants will be organizations that support business development and recruitment as well as small businesses starting up or looking to expand. For profit entities must

provide justification for expanded business production or job creation and must commit to going through and completing a DRCI program and coaching.

ATTACHMENTS:

1. Ordinance
2. Master Lease Agreement
3. Motion

ORDINANCE NO. 2025-__

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE TO APPROVE THE ADOPTION OF A MASTER LEASE AGREEMENT BETWEEN THE TOWN OF BLUFFTON AND THE DON RYAN CENTER FOR INNOVATION, INC. TO ESTABLISH A LANDLORD-TENANT RELATIONSHIP AND FOSTER CONTINUED ECONOMIC DEVELOPMENT WITHIN THE BUCKWALTER COMMERCE PARK

WHEREAS, pursuant to Town of Bluffton Ordinance Number 2023-08, effective October 10, 2023, Town of Bluffton Town Council approved of a public-private partnership to foster economic development, stimulate and encourage business growth within the Buckwalter Commerce Park, and establish more opportunities for gainful and meaningful employment for Town and Beaufort County residents; and

WHEREAS, a five (5) acre parcel within the Buckwalter Commerce Park adjacent to the Law Enforcement Center, identified by Beaufort County Tax Map Reference R610 000 1649 0000 was identified for the development of three (3) buildings plus infrastructure for such economic development; and

WHEREAS, the Town of Bluffton (the Town) is the owner and landlord of the building located at 97 Progressive Street, Bluffton, South Carolina and The Don Ryan Center for Innovation, Inc. (DRCI) will be a Tenant and will manage sub-tenants in accordance with the Master Lease; and

WHEREAS, DRCI will qualify sub-tenants as early-stage start-up entities with realistic potential of creating new, high-wage jobs in Bluffton and manage their participation in mandatory incubator programming during the term of their sublease; and

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, the commercial lease agreement is approved and the Town Manager is authorized to execute this commercial lease in substantial form to the one attached hereto with Bright Beginnings Academy, LLC, attached as Exhibit A.

THIS ENTIRE ORDINANCE SHALL TAKE FULL FORCE AND EFFECT UPON ADOPTION.

DONE, RATIFIED AND ENACTED this 14th day of October, 2025.

Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (“*Lease*”) made and entered into this [REDACTED] day of [REDACTED], 2025, (the “*Effective Date*”), by and between the TOWN OF BLUFFTON, a South Carolina municipal corporation (together with its successors and assigns, the “*Landlord*”) and DON RYAN CENTER FOR INNOVATION, INC., a South Carolina nonprofit corporation (together with its permitted successors and assigns, the “*Tenant*”), with reference to the following facts;

RECITALS:

A. Landlord is the owner of the leased Premises (as defined herein) and is a political subdivision of the State of South Carolina. The Tenant is a nonprofit corporation focused on economic development and serving as an incubator for small and growing businesses within the Town of Bluffton and surrounding areas.

B. The Landlord and the Tenant are both committed to supporting and encouraging the development of business and industry within the Town of Bluffton and greater Beaufort County. Having recognized the need for additional commercial space to support emerging enterprises and business support systems, the Town of Bluffton constructed the Premises and hereby leases the same to the Tenant so that Tenant can sublease portions of the Premises to qualified businesses.

C. Both the Landlord and the Tenant intend for the business operations of the Premises conducted by the Tenant shall provide a funding source for Tenant so that Tenant can become self-funding and self-sustaining after the initial investment by the Landlord.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the Premises hereof, the sums of money to be paid hereunder, and the mutual and reciprocal obligations undertaken herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, stipulate and agree as follows, *to wit*:

ARTICLE 1 AGREEMENT TO LEASE

Section 1.1 **Leased Property**. Upon and subject to the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord all of Landlord’s right, title and interest in and to all of the following (collectively or individually as the context may require, the “*Premises*”): (i) those certain tracts, pieces and parcels of land, as more particularly described in EXHIBIT A attached hereto and made a part hereof (collectively, the “*Land*”); (ii) all buildings, structures, Fixtures (all capitalized terms used but not elsewhere defined herein shall have the meanings provided therefor in Article II hereof) and other improvements of every kind, including alleyways, sidewalks, utility pipes, conduits and lines, parking areas and roadways appurtenant to such buildings and structures presently or hereafter situated upon the Land (collectively, the “*Leased Improvements*”); (iii) all easements, rights and appurtenances relating to the Land and the Leased Improvements; and (iv) all permanently affixed equipment, machinery, fixtures (as defined in the Uniform Commercial Code as in effect in the State of South Carolina) (including all HVAC equipment, elevators, escalators and lighting, together with all equipment, parts and supplies used to service, repair, maintain and equip the foregoing), and other items of real and/or personal property, including all components thereof, now and hereafter located in, on or used in connection with, and

permanently affixed to or incorporated into the Leased Improvements, including all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air- and water-pollution-control, waste-disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire- and theft-protection equipment, all of which, to the greatest extent permitted by law, are hereby deemed by the parties hereto to constitute real estate, together with all replacements, modifications, alterations and additions thereto (collectively the “*Fixtures*”), provided that the foregoing shall exclude all items included within Tenant’s Personality.

Section 1.2 **Definitions.** In addition to any other terms whose definitions are fixed and defined by this Lease, each of the following defined terms, when used in this Lease with an initial capital letter, shall have the meaning ascribed to them in this Section 1.2:

- (a) “*Commencement Date*” shall be **December 1, 2025**.
- (b) “*Effective Date*” shall mean the date that the last of Landlord or Tenant executes this Lease.
- (c) “*Improvements*” shall mean the interior, non-structural elements of the Premises, including, but not limited to, the following: the ceiling system and light fixtures suspended from the roof; awnings; interior and partition walls; the finish or wall coverings applied to the interior surfaces of exterior walls or demising (i.e., party) walls; the glass, glazing, doors, windows and components thereof; floor coverings (i.e., carpet or tile), but not the slab or structural components thereof; and gas, electric, fire sprinkler, telephone, water, plumbing, heating, ventilation, and air conditioning lines, pipes, conduits, ducts, connections, meters, systems, and equipment which directly and exclusively serve the Premises except to the extent such systems of utilities are embedded within structural components of the Premises.
- (d) “*Lease Year*” shall mean each successive twelve-month period of the Term, with the first Lease Year commencing on the Commencement Date, including any partial calendar month in which the Commencement Date occurs, and ends on the last day of the twelfth full calendar month after the Commencement Date.
- (e) “*Landlord’s Buildings*” shall mean all buildings located within the Premises.
- (f) “*Personalty*” shall mean all signage, trade fixtures, wares, furnishings, merchandise, equipment, goods, inventory, and other personal property of Tenant.
- (g) “*Rent*” shall mean the aggregate of all Base Rent and Additional Rent due from Tenant to Landlord pursuant to this Lease.
- (h) “*Taxes*” shall mean all real estate, personal property and other ad valorem and no-ad valorem taxes, water and sewer charges, fire, rescue and emergency medical services and similar fees and any other levies, charges, fees impositions, local improvement rates and assessments whatsoever assessed or charged against the Premises, the equipment and the improvements therein contained (all of the above being ordinary, extraordinary, general, special or otherwise), or any part thereof, by any lawful taxing authority and including any amounts assessed or charged in substitution for or in lieu of any such taxes, excluding only income, franchise, inheritance or capital gains tax, to the extent such taxes are not levied in lieu of any of the foregoing against the Premises or Landlord.

- (i) “*Term*” shall mean the Initial Term and, if exercised, the Renewal Term.

Section 1.3 **Demise.** Landlord hereby demises, lets and leases unto Tenant, and Tenant hereby hires, leases and takes as tenant from Landlord the Premises, upon the terms and conditions hereinafter set forth.

Section 1.4 **Condition.** Tenant acknowledges and agrees that the Premises shall be leased by Landlord to Tenant in an “**AS IS**” condition, and that Landlord makes absolutely no representations or warranties whatsoever with respect to the Premises or the condition thereof. Tenant acknowledges that Landlord has not investigated and does not warrant or represent to Tenant that the Premises are fit for the purposes intended by Tenant or for any other purpose or purposes whatsoever. Tenant represents and warrants that, by leasing the Premises, Tenant has examined and approved all things concerning the Premises, which Tenant deems material to Tenant’s leasing and use of the Premises.

Section 1.5 **Rules of Construction.** The following rules shall apply to the construction and interpretation of this Lease:

(a) *Gender.* Singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

(b) *Headings.* The headings contained herein are solely for convenience of reference and shall not constitute a part of this Lease nor shall they affect its meaning, construction or effect.

(c) *Construction.* Each party hereto and its counsel have reviewed and revised (or requested revisions of) this Lease and have participated in the preparation of this Lease, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Lease or any exhibits hereto.

Section 1.6 **Recitals.** The Recitals set forth above are incorporated herein by reference as if set forth in their entirety herein.

ARTICLE 2 TERM

Section 2.1 **Initial Term.** Subject to and upon the conditions set forth herein, including any exhibit or addendum hereto, the initial term (the “*Initial Term*”) of this Lease shall, unless sooner terminated as elsewhere provided in this Lease, commence on **December 1, 2025**, (the “*Commencement Date*”) and shall continue for a period of sixty (60) months and shall terminate and expire at 11:59 p.m. on **November 30, 2030**. Landlord shall be deemed to have delivered possession of the Premises to Tenant on the Commencement Date, subject to terms and provisions hereof. For all subsequent renewal or extension terms, the Commencement Date shall be December 1.

Section 2.2 **Extension of Terms.** Subject to Landlord approval, which will not be unreasonably withheld, Tenant shall have up to four (4) additional options (each, an “***Option***”) to extend or renew this Lease beyond the Initial Term for an additional period of five (5) years (each, a “***Renewal Term***”) and upon the same terms, covenants, and conditions as set forth herein, subject however, to Landlord’s right to adjust the Base Rent for the Renewal Term. Tenant may exercise such Option by giving written notice to Landlord not less than six (6) months prior to the expiration of then current Term of this Lease (the “***Option Notice***”). Within thirty (30) days of receipt of the Option Notice, Landlord shall notify Tenant of the adjusted amount of the Base Rent for the Renewal Term (the “***Adjusted Rent***”). Tenant may reject the amount of the Adjusted Rent (which rejection shall terminate Tenant’s Option) or may negotiate with Landlord to determine the Adjusted Rent for the Renewal Term. If Landlord and Tenant are unable to agree on the amount of the Adjusted Rent for the Renewal Term before the end of the current Term, the Option shall be terminated and the Lease shall expire as of the end of the current Term. Notwithstanding the foregoing, Tenant shall not be entitled to extend the Term of this Lease if, at the time of exercise of the Option or thereafter, an Event of Default has occurred and is continuing. If Tenant does not elect to extend, or shall not be entitled pursuant to the preceding sentence to extend the Term of this Lease for the Renewal Term, all remaining rights of renewal shall automatically expire.

Section 2.3 **Termination.** Notwithstanding any present or future law to the contrary, this Lease shall not be terminated by Tenant for any failure of Landlord to perform pursuant to the terms and conditions of this Lease or otherwise for any reason except as expressly provided herein.

ARTICLE 3 USE AND OPERATION OF PREMISES

Section 3.1 **Generally.** The Parties acknowledge that the Premises are to be used as a business incubator facility that provides small units of space available for leasing by Qualified Sub-Tenants (as defined herein) at low cost or fair market cost, and in which the Tenant shall maintain or provide access to business development services for use by the Qualified Sub-Tenants, and in which the Tenant maintains appropriate qualifications for the determination of whether an applicant will be a Qualified Sub-Tenant (the “***Permitted Use***”).

Section 3.2 **Qualified Sub-Tenant.** The Tenant shall only be permitted to license or sub-lease a portion of the Premises to business enterprises that meets substantially all of the following eligibility criteria (a “***Qualified Sub-Tenant***”) as determined within the reasonable discretion of the Tenant taking into account that Tenant’s evaluation of the criteria for a Qualified Sub-Tenant is intended to fulfill the purpose and goals of this Lease as stated herein: the applicant (i) shall be an early-stage company or start-up having been in operation for less than five (5) years, or the expansion of an existing business enterprise into a new market; (ii) must demonstrate a realistic potential for creating new, high-wage jobs within the local jurisdiction over the course of its tenancy or provide a service that has been recognized to be unserved or underserved in the local jurisdiction; (iii) shall agree to participate and shall participate in the Tenant’s mandatory incubator programming during the term of any sublease or license agreement; (iv) must consent to and pass any required background or credits checks; (v) operate in an industry or business sector that aligns with the purposes of this Lease; and, (vi) shall demonstrate compliance with any other additional requirements or criteria reasonably imposed by Tenant; or, the applicant shall (i) be a nonprofit corporation or instrumentality/agency of a public body that provides programs, offers services, and/or otherwise engages in activities that promote and support local business or economic development within the greater Bluffton area; and,

(ii) demonstrate compliance with any other additional requirements or criteria reasonably imposed by Tenant.

Section 3.3 **Qualified Sub-Tenant Sublease or License Terms.** No Qualified Sub-Tenant shall be permitted to sublease or license a portion of the Premises for a term greater than three (3) years without the express written consent of the Landlord, which may be withheld in the Landlord's sole and absolute discretion. Further, all Qualified Sub-Tenant subleases or licenses shall be subject to termination upon the Qualified Sub-Tenant's demonstration of reasonable financial stability, relocation of a substantial portion of its services or operations outside of the local jurisdiction, or the consistent failure to meet agreed upon benchmarks, goals, or program participation requirements.

Section 3.4. **Qualified Sub-Tenant Reporting.** The Tenant shall provide the Landlord with an annual performance report that contains, at a minimum, the following information: (i) the essential terms of any sublease or license agreement with any Qualified Sub-Tenants, (ii) the number of full-time or part-time jobs created by the Qualified Sub-Tenants, and (iii) such further and other information that the Landlord may require.

Section 3.5 **Permitted Use.** Tenant covenants that it shall, throughout the Term of this Lease, use and occupy the Premises only for the Permitted Use and for related uses (*e.g.*, café, cafeteria, conference center use) and for absolutely no other use or purpose whatsoever, and Tenant shall only offer space within the Premises to subtenants or licensees who will use and occupy the Premises in accordance with the provisions of this Lease. Notwithstanding the foregoing provision however, the following uses shall be expressly prohibited on the Premises:

- (a) Any purposes which conflict with covenants, restrictions or other matters of record affecting title to the Premises;
- (b) Any operation primarily used as an assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.
- (c) Any mobile home, trailer court, labor camp, junk yard or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance).
- (d) Any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located in the rear or side of any building).
- (e) Any establishment which has as its principal business the selling or exhibiting of pornographic materials, including, without limitation any adult book or film store and any adult entertainment nightclub.

Section 3.6 **Compliance with Laws.** Tenant shall at all times keep and maintain the Premises in compliance with all applicable laws, ordinances, statutes, rules, regulations, orders, directions and requirements of all federal, state, county and municipal governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Premises or the business activities conducted thereon or therein and of all of their respective departments, bureaus, agencies or officers, and of any insurance underwriting board or insurance inspection bureau having or claiming such jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Tenant to write policies of insurance covering the Premises and any business or business activity conducted thereon or therein. However, notwithstanding the foregoing, should

there be a *de minimis* issue of non-compliance with applicable law which does not have a material adverse effect on the Premises, Tenant shall not be obligated to correct such *de minimis* violation but Tenant shall have the indemnity obligations set forth in this Lease with respect to any such *de minimis* violation, including indemnity against any fines or penalties imposed against the Premises as a result of such *de minimis* violations, if any.

Section 3.7 **Effect on Landlord's Insurance.** Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, or which prevent Landlord from procuring such policies in companies acceptable to Landlord, or which will cause an increase in the insurance rates on any portion of the Premises. If Tenant violates any prohibition provided for in the first sentence of this section, Landlord may, without notice to Tenant, correct the same at Tenant's expense with any such amount to be deemed Additional Rent.

Section 3.8 **Americans With Disabilities Act.** Tenant and Landlord acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.) and regulations and guidelines promulgated thereunder, all as amended and supplemented from time to time (collectively the "**ADA**") and applicable State Accessibility Building Codes (the "**Codes**") establish requirements for business operations, accessibility and barrier removal, which may or may not apply to the Premises or the School depending on, among other things; (1) whether Tenant's business is deemed a "public accommodation" or "commercial facility," (2) whether such requirements are "readily achievable" and (3) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. The parties agree that: (a) Tenant shall be responsible for ADA Title III and Codes compliance for the Premises, including any Improvements or other work to be performed in the Premises under or in connection with this Lease, and (b) Landlord may perform, or require that Tenant perform, at Tenant's expense, "path of travel" requirements triggered by alterations to the Premises. The parties shall each be solely responsible for requirements under Title I of the ADA relating to their respective employees. Tenant may not rely on any written consents or approvals of Landlord for plans and Improvements as compliance with ADA or Codes requirements or guidelines or as a waiver by Landlord or Tenant's obligations hereunder.

Section 3.9 **Signage.** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Premises, providing that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Premises. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Premises. Tenant shall repair, paint, and/or replace any portion of the Premises or the Building damaged or altered as a result of its signage when it is removed (ordinary wear and tear and reasonable discoloration of the Building excluded). Except as set forth herein, Tenant shall not (a) make any changes to the exterior of the Premises or the Building, (b) install any exterior lights, decorations, balloons, flags, pennants, banners or paintings, or (c) erect or install any signs, windows or door lettering, decals, window or storefront stickers, placards, decorations or advertising media of any type that is visible from the exterior of the Premises without Landlord's prior written consent.

ARTICLE 4

RENT AND SECURITY DEPOSIT

Section 4.1 **Base Rent.** Beginning on the Commencement Date and subject to the adjustment provisions set forth herein, Tenant covenants and agrees to pay Landlord annual base rent

in the amount of **ONE AND NO/100 (\$1.00) DOLLARS** for the Premises for the first year of the Initial Term ("**Base Rent**"). Base Rent shall be due and payable in the coin or currency of the United States of America, payable in advance in equal monthly installments, without deductions and setoffs and without prior demand therefore, on the 1st day of each December during the Initial Term and any Renewal Term. Landlord's decision not to send such statements, shall in no way diminish, waive or otherwise affect Tenant's payment obligations under this Lease.

Section 4.2 **Additional Rent.** If the Landlord shall make any expenditure for which Tenant is responsible or liable under this Lease, or if Tenant shall become obligated to Landlord under this Lease for any sum other than Base Rent as provided in Section 4.1, including but not limited to Tenant's Operating Expenses, the amount thereof shall be deemed to constitute additional rent ("**Additional Rent**") and shall be due and payable by Tenant to Landlord, together with all applicable sales taxes thereon, if any, simultaneously with the Base Rent or at such other time as may be expressly provided in this lease for the payment of the same or, if no time is so provided, upon demand.

Section 4.3 **Percentage Rent.** *Intentionally Omitted.*

Section 4.4 **Payment of Rent.** Each of the foregoing amounts of Rent and other sums shall be paid to Landlord without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Tenant may have or allege to have against Landlord and all such payments shall, upon receipt by Landlord, be and remain the sole and absolute property of Landlord. All such Rent and other sums shall be paid to Landlord in legal tender of the United States at the address listed for payment of Rent in this Lease, or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant. Landlord's acceptance of Rent or other sums after the same shall become due and payable, shall not excuse a subsequent delay or constitute or be construed as a waiver of any of Landlord's rights hereunder. In the event that Landlord owes any Tenant any sum, the foregoing shall apply to Landlord in the same manner it applies to Tenant.

Section 4.5 **Past Due Rent.** If Tenant fails to make any payment of Rent or any other sums or amounts to be paid by Tenant hereunder on or before the date such payment is due and payable, Tenant shall pay to Landlord and administrative late charge of ten percent (10%) of the amount of such payment plus an additional charge of Five and 00/100 Dollars (\$5.00) for every day or part thereof thereafter until all sums due are received by Landlord. In addition, such past due payment shall bear interest at the maximum interest rate then allowable under the laws of the State of South Carolina, from the date such payment became due to the date of payment thereof by Tenant. Such late charge and interest shall constitute Additional Rent and shall be due and payable with the next installment of Rent due hereunder. This Section 4.5, however, shall not be construed to extend the date for any payment required hereunder and notwithstanding the imposition of such late charge, Landlord shall retain all of its rights under this Lease if any payment required to be made by Tenant is not made when due, and neither the demand for, nor collection by, Landlord of such late charge shall be construed as a cure of such failure of Tenant. It is agreed that such late charge is a fair and reasonable charge under the circumstances and shall not be construed as interest on a debt payment. In the event any charge imposed hereunder or under any other Article of this Lease is determined by a court of competent jurisdiction to be interest, then not such interest charge shall be calculated at a rate which is higher than the maximum rate which is allowed under the usury laws of the State, which maximum rate of interest shall be substituted for the rate in excess thereof, if any, computed pursuant to this Lease. If, at any time during the Term, Tenant forwards a check to Landlord for non-sufficient funds or is dishonored for any other reason, then Landlord, at its option, shall have the right to require Tenant to make all future payments of Rent by cashier's check or other form of certified funds. In

addition, Tenant shall pay to Landlord an NSF fee of Thirty and 00/100 Dollars (\$30.00) for each and every check returned to Landlord for non-sufficient funds or dishonored for any other reason.

Section 4.6 **No Abatement of Rent: Survival.** Unless expressly provided for in this Lease, no abatement, diminution or reduction (a) of Rent, or (b) of Tenant’s other obligations hereunder shall be allowed to Tenant or any person claiming under Tenant, under any circumstances or for any reason whatsoever. Any obligation to pay Rent which is incurred prior to or in connection with the expiration or earlier termination of this Lease, shall survive such expiration or termination and shall be payable upon demand.

Section 4.7 **Application of Payments.** *Intentionally Omitted.*

Section 4.8 **Security Deposit.** *Intentionally Omitted.*

ARTICLE 5 – TAXES AND ASSESSMENTS

Section 5.1 **Taxes and Assessments.** From and after the Effective Date and continuing throughout the Term of this Lease, Tenant’s obligations with respect to Real Estate Taxes (as hereinafter defined) shall be as follows:

(a) *Definition of “Real Estate Taxes.”* As used herein, “**Real Estate Taxes**” shall mean all taxes, assessments and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, and each and every installment thereof which during the Term hereof or prior to the Term of the Lease shall be or have been charged, laid, levied, assessed, or imposed upon, or arise in connection with, the ownership of the Premises or any part thereof, including, without limitation, ad valorem real property taxes, and all taxes charged, laid, levied, assessed or imposed in lieu of or in addition to any of the foregoing by virtue of all present or future laws, ordinances, requirements, orders, directions, rules or regulations of federal, state, county and municipal governments and of all other governmental authorities whatsoever.

(b) *Tenant’s Obligation.* Tenant shall pay directly to the taxing authorities all Real Estate Taxes on or before the date such Real Estate Taxes are due and payable. Tenant will deliver to Landlord, upon request, receipts for payment or other evidence satisfactory to Landlord that the Taxes have been so paid.

(c) *Personal Property Taxes.* Tenant shall pay and discharge, when due, all taxes assessed during the Term of this Lease against any leasehold interest or personal property of any kind owned by or placed in the Premises by Tenant. In addition to the Rent and any other sums or amounts required to be paid by Tenant to Landlord pursuant to the provisions of this Lease, Tenant shall also pay to Landlord, simultaneously with such payment of such Rent or other sums or amounts, the amount of any applicable sales, use or excise tax on any such Rent or other sums or amounts so paid by Tenant to Landlord, whether the same be levied, imposed or assessed by the State in which the Premises is located or any other federal, state, county or municipal governmental entity or agency. Any such sales, use or excise taxes shall be paid by Tenant to Landlord at the same time that each of the amounts with respect to which such taxes are payable are paid by Tenant to Landlord.

**ARTICLE 6
UTILITIES**

From and after the Effective Date, Tenant shall be liable for and shall pay directly all charges and fees (together with any applicable taxes or assessments thereon) when due for water, gas, electricity, air conditioning, heat, septic, sewer, refuse collection, telephone and any other utility charges or similar items in connection with the use or occupancy of the Premises. Landlord shall not be responsible or liable in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with any utility service, including, without limitation, water, air conditioning, heat, gas, electric current for light and power, telephone, or any other utility service provided to or serving the Premises. No such interruption, termination or cessation of utility services shall relieve Tenant of its duties and obligations pursuant to this Lease, including, without limitation, its obligation to pay all Rent as and when the same shall be due hereunder.

ARTICLE 7
AGREEMENTS, FEES, ETC.

Tenant, at Tenant’s sole cost and expense, shall keep and maintain in full force all franchise agreements, license agreements, equipment leases and other contracts or agreements involving or relating to the operation of the Premises for its Permitted Use. Landlord warrants that it has no such existing agreements, leases or other contracts that Tenant shall be required to keep and maintain.

ARTICLE 8
INSURANCE

Section 8.1 **Insurance by Tenant.** Tenant shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

- (a) *Property Insurance.* Special form insurance on the Improvements, including all permitted alterations, changes, additions and replacements thereof and thereto, including without limitation, insurance against loss or damage caused by: (i) fire, windstorm and other hazards and perils generally included under extended coverage; (ii) sprinkler leakage; (iii) vandalism and malicious mischief; and (iv) boiler and machinery, all in an amount which reasonably assures there will be sufficient proceeds to replace the Improvements in the event of a loss against which such insurance is issued. Such insurance shall (i) contain an agreed amount endorsement or equivalent clause within the policy with respect to the Improvements, (ii) provide for no deductible in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), and (iii) contain endorsements insuring against liability for “demolition costs” and “increased cost of construction”, as well as “ordinance or law” coverage and an “enforcement” endorsement if any of the Improvements or the use of the Premises shall at any time constitute legally non-conforming structures or uses. All insurance required hereunder, and all other insurance maintained by Tenant on the Improvements in excess of or in addition to that required hereunder, shall be carried in favor of Landlord and Tenant, as their respective interests may appear.
- (b) *Commercial General Liability Insurance.* An occurrence form commercial general liability policy of insurance providing coverage against liability for personal and bodily injury, death and property damage having limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per person and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) per occurrence. Such insurance shall cover at least the following hazards: (1) premises, operations, conduct, assumed liabilities, and use or occupancy of the Premises; (2)

products and completed operations; (3) independent contractors; (4) blanket contractual liability for all written and oral contracts; (5) automobiles; and (6) contractual liability covering the indemnities contained in this Lease to the extent the same is available. Such insurance, and any and all other liability insurance maintained by Tenant in excess of or in addition to that required hereunder, shall name Landlord as additional insured. In addition, such minimum limit may from time to time, at Landlord's option, be increased to an amount determined by Landlord to be consistent with industry standards.

(c) *Intentionally Omitted.*

(d) *Workers' Compensation Insurance.* Workers' compensation insurance, in a form prescribed by the laws of the State in which the Premises is located, and employers' liability insurance, upon Tenant's hiring of employees.

(e) *Intentionally Omitted.*

(f) *Other Insurance.* Such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those contemplated by this Lease to be conducted by Tenant on the Premises.

Section 8.2 **Carriers and Features.** All insurance policies required to be carried by Tenant as provided in this Article shall be issued by insurance companies approved by Landlord authorized and licensed to do business in the State in which the Premises is located. The insurance companies must have (as determined by Landlord at its discretion): (i) an investment grade rating for claims paying ability assigned by a credit rating agency approved by Landlord and (ii) a general policy rating of A or better and a financial class of VIII or better by A.M. Best Company, Inc. All such policies shall be for periods of not less than one year and Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. With respect to the property insurance to be maintained by Tenant hereunder, Landlord and any lender of Landlord shall be named as "insureds as their interests may appear" thereon, and with respect to the liability insurance to be maintained by Tenant hereunder, Landlord and any lender of Landlord shall be named as "additional insureds" by endorsement satisfactory in form and substance to Landlord. The policies shall provide that said additional insured coverage is primary and non-contributory with any self-insurance or other insurance available to the Landlord. Further, Tenant's liability insurance policies will be indorsed as needed to provide for cross-liability coverage for Tenant, Landlord, and any lender of Landlord and will provide for severability of interests. All such policies shall require not less than thirty (30) days written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder. In addition to the foregoing, all policies of insurance required in Section 8.1 shall contain clauses or endorsements to the effect that (a) no act, omission or negligence of Tenant, or anyone acting for Tenant, or failure to comply with the provisions of any policy which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as Landlord is concerned, and (b) Landlord shall not be liable for any insurance premiums thereon or subject to any assessments thereunder. Tenant shall pay the premiums for all insurance policies which Tenant is obligated to carry under this Article and, at least thirty (30) days prior to the date any such insurance must be in effect, deliver to Landlord a copy of the policy of policies, or a certificate or certificates thereof (on ACORD 27 forms or equivalent), along with evidence that the premiums therefor have been paid for at least the next ensuing quarter-annual period.

Section 8.3 **Failure to Procure and Maintain Insurance.** In the event Tenant shall fail to procure insurance and deliver the certificate(s) thereof to Landlord as required under this Article,

Tenant shall not be allowed to take possession of the Premises until such insurance has been procured and the certificate(s) have been delivered to Landlord; however, any refusal by Landlord to deliver possession of the Premises pursuant to this Article shall not affect the Commencement Date and Rent shall accrue as of such date. In the event Tenant fails to maintain the insurance policies required pursuant to this Article continuously in full force and effect, Landlord shall be entitled, but not obligated, to procure the same and Tenant shall immediately reimburse Landlord of such premium expense as Additional Rent. Tenant's obligation to procure adequate workers' compensation insurance and provide certificate(s) thereof shall only commence upon Tenant's hiring of its first employee.

Section 8.4 **Waiver of Subrogation.** Landlord and Tenant hereby mutually waive all rights and claims against each other for all losses covered by their respective insurance policies and waive all rights of subrogation of their respective insurers. Landlord and Tenant hereby agree that their respective insurance policies are now, or shall be prior to the Commencement Date, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder.

ARTICLE 9 DAMAGE OR DESTRUCTION

Section 9.1 **Restoration and Repair.** If, during the Term of this Lease, the Improvements shall be destroyed or damaged in whole or in part by fire, windstorm or any other cause whatsoever, Tenant shall give Landlord immediate notice thereof and shall repair, reconstruct or replace the Improvements, or the portion thereof so destroyed or damaged (whichever is reasonably required), at least to the extent of the value and character thereof existing immediately prior to such occurrence. All work shall be started as soon as practicable and completed, at Tenant's sole cost and expense. Tenant shall, however, promptly take such action as is necessary to assure that the Premises (or any portion thereof) does not constitute a nuisance or otherwise present a health or safety hazard. There shall be no abatement or reduction in Rent as a result of a casualty. Notwithstanding anything to the contrary if there is a casualty to the Premises in the last two (2) Lease Years of the Term or of the then current Extension Term which damages the Improvements by more than twenty five percent (25%), then Tenant, at its option, may terminate this Lease, by delivering written notice of termination to Landlord within thirty (30) days of the event of casualty. All Rent shall be paid through the date of Landlord's receipt of Tenant's notice of termination. In the event of such termination, Landlord shall be entitled to any and all insurance proceeds relating to such casualty to be paid under all insurance policies to be carried under this Lease or any other insurance policies carried by Tenant on the Premises. Notwithstanding the foregoing, if the damage or destruction is due, in whole or in part to the negligence, recklessness, or willful misconduct of Tenant, its agents, employees, or contractors, then Tenant shall have no right to an abatement of Rent, and any and all work performed by Landlord to repair or reconstruct the Premises shall be at Tenant's sole cost and expense, which cost and expense shall constitute Additional Rent payable pursuant to the terms and conditions of this Lease.

Section 9.2 **Escrow of Insurance Proceeds.** In the event of a casualty resulting in a loss payment for the Improvements in an amount greater than One Hundred and No/100 Thousand Dollars (\$100,000.00), the proceeds of all insurance policies maintained by Tenant shall be deposited in Landlord's name in an escrow account at a bank or other financial institution designated by Landlord, and shall be used by Tenant for the repair, reconstruction or restoration of the Improvements. Such proceeds shall be disbursed periodically by Landlord upon certification of the architect or engineer having supervision of the work that such amounts are the amounts paid or payable for the repair, reconstruction or restoration. Tenant shall, at the time of establishment of such escrow account and from time to time thereafter until said work shall have been completed and paid

for, furnish Landlord with adequate evidence that at all times the undisbursed portion of the escrowed funds, together with any funds made available by Tenant, is sufficient to pay for the repair, reconstruction or restoration in its entirety. Tenant shall obtain and make receipted bills available to Landlord and, upon completion of said work, full and final waivers of lien. Upon the final completion of the repair, reconstruction or restoration, any un-disbursed portion of the escrowed funds, plus any interest earned thereon, shall be delivered to Landlord. In the event of a casualty resulting in a loss payment for the Improvements in an amount equal to or less than the amount stated above, the proceeds shall be paid to Tenant, and shall be applied towards repair, reconstruction and restoration. Tenant shall have no right to an abatement or Rent for any damage to Improvements and/or Personalty.

Section 9.3 **Uninsured Losses.** Nothing contained herein shall relieve Tenant of its obligations under this Article if the destruction or damage is not covered, either in whole or in part, by insurance.

ARTICLE 10 ADDITIONS, ALTERATIONS AND REMOVALS

Section 10.1 **Prohibition.** Except as hereinafter expressly provided in Section 10.2, no portion of the Premises shall be demolished, removed, modified or altered by Tenant in any manner whatsoever without the prior written consent and approval of Landlord, which may be withheld or conditioned by Landlord in its sole and absolute discretion.

Section 10.2 **Permitted Renovations.** Tenant shall be entitled and obligated to undertake all alterations to the Premises required by any applicable law or ordinance including, without limitation, any alterations required by any Accessibility Laws. Tenant shall be entitled to make Minor Alterations, as defined herein, to the Premises without Landlord's prior consent, and without prior notice to Landlord. As used herein, "***Minor Alterations***" shall mean an alteration to the Premises the cost of which does not exceed \$25,000.00 and which does not decrease the value or the square footage of the Improvements. In performing any alterations or renovations to the Premises, including Minor Alterations, Tenant shall meet and comply with all of the following conditions:

(a) Before the commencement of any such alterations, Tenant shall furnish to Landlord plans and specifications therefor or a detailed itemization thereof; provided, however, for non-structural Minor Alterations Tenant shall have no obligation to deliver plans and specifications or an itemization of the work to Landlord before commencement of such work.

(b) Before the commencement of any such alterations, Tenant shall obtain the approval (if any is required) thereof by all governmental departments or authorities having or claiming jurisdiction of or over the Premises.

(c) Tenant represents and warrants to Landlord that all such alterations will be performed in a good and workmanlike manner, in accordance with the terms, provisions and conditions of this Lease, and for structural alterations (other than Minor Alterations), in accordance with the plans and specifications or itemization thereof approved by Landlord.

(d) Landlord shall have the right to inspect any such work at all times during normal working hours and to maintain at the Premises for that purpose (at its own expense) such inspector(s) as it may deem necessary so long as such inspections do not interfere with

Tenant's work (but Landlord shall not thereby assume any responsibility for the proper completion of the alterations in accordance with the terms of this Lease, nor any liability arising from the improper performance thereof).

(e) All such alterations shall be performed at Tenant's cost and expense and free of any expense to Landlord and free of any liens on Landlord's title.

(f) Upon substantial completion of any such alterations Tenant shall procure a certificate of occupancy or other written approval, from the appropriate governmental authorities verifying the substantial completion thereof and shall provide a copy of same to Landlord, but only if such certificate of occupancy or other written approval is required by the governmental authority.

(g) Tenant shall, and hereby agrees to, indemnify and save and hold Landlord harmless from and against and reimburse Landlord for any and all loss, damage, cost and expense (including, without limitation, reasonable attorneys' fees) incurred by or asserted against Landlord which is occasioned by or results, directly or indirectly, from any construction or renovation activities conducted upon the Premises; whether or not the same is caused by or is the fault of Tenant or any contractor, subcontractor, laborer, supplier, materialman or any other third party.

ARTICLE 11
MAINTENANCE AND REPAIRS

Section 11.1 **Tenant's Obligations.** From and after the Effective Date and continuing throughout the Term of this Lease Tenant shall at all times and at its sole cost and expense, put, keep, replace and maintain the Premises in good repair and in good, safe and substantial order and condition, shall make all repairs and replacements thereto, ordinary and extraordinary, howsoever the necessity or desirability for repairs may occur, and whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise, and shall use all reasonable precautions to prevent waste, damage or injury.

Section 11.2 **Landlord's Obligation.** Landlord shall not be required to make any alterations, reconstructions, replacements, changes, additions, improvements or repairs of any kind or nature whatsoever to the Premises or any portion thereof (including, without limitation, any portion of the Improvements) at any time during the Term of this Lease, except as otherwise provided herein. Landlord is not responsible for the repair of conditions caused by deliberate or negligent acts or omissions of Tenant excepting normal wear and tear. Landlord shall be responsible for replacement of all electrical, gas, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances within the Premises during the term of this Lease, unless such replacement or repair is the result of Tenant's actions or negligence.

ARTICLE 12
LANDLORD'S RIGHT TO INSPECT

Landlord and its agents shall have the right, but not the obligation, to enter upon the Premises or any portion thereof at any reasonable time to inspect the operation, sanitation, safety, maintenance and use of the same, or any portions of the same and to assure itself that Tenant is in full compliance

with its obligations under this Lease (but Landlord shall not thereby assume any responsibility for the performance of any of Tenant’s obligations hereunder, nor any liability arising from the improper performance thereof). In making any such inspections, Landlord shall not unduly interrupt or interfere with the conduct of Tenant’s business. At any time within two (2) months immediately preceding the expiration of the Term, Landlord may affix to any suitable part of the Premises a notice for the rental or sale of the Premises and cause said notice to remain affixed to the Premises without hindrance or molestation.

ARTICLE 13
ASSIGNMENT, TRANSFER AND SUBLETTING BY TENANT

Section 13.1 **Transfers Prohibited Without Consent.** Tenant may not assign, sell, sublease, or transfer its entire interest in this Lease without the prior written consent of Landlord, which consent may be withheld at Landlord’s sole discretion; provided, however, Tenant may sublease or license to third parties any portion of the Premises, in Tenant’s sole discretion, to Qualified Subtenants in accordance with Article III hereof. During the term of this Lease and subject to the terms and provisions hereof, Tenant shall have the sole right and authority to manage, operate, negotiate, execute, enter into, and administer any and all licenses, occupancy agreements, subleases, advertising agreements, supplier agreements, and to further direct and supervise the Premises.

Section 13.2 **Indirect Transfers Prohibited Without Consent.** A sale, assignment, transfer, exchange or other disposition of the membership interests of Tenant, a change in the governance structure of Tenant, or the appointment of a new managing member or manager of Tenant that results in a change or transfer of management or control of Tenant, shall be deemed an assignment under Section 13.1 of this Lease.

Section 13.3 **Effect of Consent.** Unless expressly agreed by Landlord in writing to the contrary, Landlord’s consent to any assignment of this Lease shall not operate to release any Tenant-assignor from its obligations hereunder, with respect to which said Tenant-assignor shall remain personally liable. Any assignee, subtenant or transferee approved by Landlord shall expressly assume this Lease by an agreement in recordable form, an original executed counterpart of which shall be delivered to Landlord prior to any assignment of the Lease. Any sale, assignment, transfer, sublease or encumbrance in violation of this Article shall be voidable at Landlord’s option.

ARTICLE 14
LANDLORD’S INTEREST NOT SUBJECT TO LIENS

Section 14.1 **Liens, Generally.** Tenant shall not create or cause to be imposed, claimed or filed upon the Premises, or any portion thereof, or upon the interest of Landlord therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Tenant, any such lien, charge or encumbrance shall be imposed, claimed or filed, Tenant shall, at its sole cost and expense, and within thirty (30) days from the date of such imposition, claim or filing, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Tenant shall indemnify and save and hold Landlord harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys’ fees, at both trial and all appellate levels, resulting or on account thereof and therefrom. In the event that Tenant shall fail to comply with the foregoing provisions of this Section, Landlord shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or

encumbrance and Tenant agrees to reimburse Landlord, upon demand and as Additional Rent, for all sums so paid and for all costs and expenses incurred by Landlord in connection therewith, together with interest thereon, until paid.

Section 14.2 **Construction Liens.** Landlord's interest in the Premises shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, renovation, repair, restoration, replacement or reconstruction of any Improvements or Personalty, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, construction liens. All persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises to any construction lien or claim of lien. If a lien, a claim of lien or an order for the payment of money shall be imposed against the Premises Tenant shall, within thirty (30) days after written notice of such lien, claim or order, pay the obligation secured thereby or remove the lien by bond or by any other method prescribed or permitted by law, and deliver to Landlord a written instrument of release in recordable form.

ARTICLE 15
ADDITIONAL MATERIAL PROVISIONS

Section 15.1 **Fiscal Non-Funding.** Notwithstanding anything to contrary contained herein, the Term of this Lease shall be contingent upon the appropriation of funds by the Landlord to fulfill its requirements under this Lease. In the event the Landlord terminates this Lease based upon fiscal non-funding, then such termination shall be without penalty or expense to the Landlord, except for any such obligations that have arisen prior to the termination date.

ARTICLE 16
SUBORDINATION, ATTORNMEN T AND ESTOPPEL CERTIFICATE

Section 16.1 **Subordination.** Tenant's rights under this Lease are subordinate, and subject, to: (i) all present and future ground or underlying leases affecting all or any part of the Premises; and (ii) any easement, license, mortgage, deed of trust or other security instrument now or hereafter affecting the Premises. Tenant's subordination provided in this Section 16.1 is self-operative and no further instrument of subordination is required.

Section 16.2 **Attornment.** Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

Section 16.3 **Estoppel Certificate.** Tenant shall certify, within five (5) days from receipt of Landlord's written notice, and without charge or cost to Landlord, by written instrument, which written instrument Tenant shall duly execute and deliver to Landlord or any other person designated by Landlord: (i) that this Lease is unmodified and in full force and effect (or if modified, stating the modification and that this Lease is in full force and effect as modified); (ii) the dates, if any, to which Rent has been paid; (iii) whether Landlord has failed to perform any covenant, term or condition

under this Lease, and the nature of such failure, if any; and (iv) such other relevant information as Landlord may request.

ARTICLE 17 END OF TERM

Section 17.1 **Surrender of Premises.** Tenant shall, on or before the last day of the Term or upon the sooner termination thereof, peaceably and quietly surrender and deliver to Landlord the Premises in good order, condition and repair, reasonable wear and tear excepted, and free and clear of all liens and encumbrances.

Section 17.2 **Holding Over.** If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Term or earlier termination of this Lease without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Rent payable under this Lease by such tenant at sufferance shall be double the rate or rates in effect immediately prior to the expiration of the Term or earlier termination of this Lease. Additionally, Tenant shall be liable to Landlord for all of Landlord's consequential damages resulting directly or indirectly from Tenant's failure to surrender the Premises to Landlord in accordance with the terms of this Lease. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Lease.

ARTICLE 18 LIABILITY OF LANDLORD: INDEMNIFICATION

Section 18.1 **Liability of Landlord.** Landlord shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members, guests, successors or assigns, for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Tenant's business, based on, arising out of or resulting from any cause whatsoever, including, but not limited to: (a) repairs to any portion of the Premises; (b) interruption in Tenant's use of the Premises; (c) any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons) of any equipment within the Premises, including without limitation, heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Lease by reason of the condemnation or destruction of the Premises in accordance with the provisions of this Lease; (e) any fire, robbery, theft, mysterious disappearance or other casualty; (f) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures in the Improvements. Any Personalty or personal effects stored or placed by the Tenant or its employees in or about the Premises shall be at the sole risk of the Tenant. Notwithstanding anything herein to the contrary Landlord shall be liable to the Tenant, its employee, agents, business invitees, licensees, customer, client, family member or guests for any damage, injury, loss or claim that arises as a direct and proximate cause of Landlord's gross negligence or intentional wrongdoing.

Section 18.2 **Indemnification of Landlord.** Tenant shall defend, indemnify and save and hold Landlord harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by Landlord, arising directly or indirectly from or out of: (a) any failure by Tenant to perform any of the terms or conditions of this Lease on Tenant's part to be performed; (b) any accident, injury or damage which shall happen at, in

or upon the Premises, however occurring; (c) any matter or thing growing out of the condition, occupation, use, or operation by any person of the Premises, or any part thereof, or the operation of the business contemplated by this Lease to be conducted thereon, thereat, therein, or therefrom; (d) any failure of Tenant to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority; (e) any contamination of the Premises, or the ground waters thereof, arising on or after the date Tenant takes possession of the Premises and occasioned by the use, transportation, storage, spillage or discharge thereon, therein or therefrom of any Hazardous Materials, whether by Tenant or by any agent or invitee of Tenant; (f) any discharge of Hazardous Materials from the Premises into any septic facility or sanitary sewer system serving the Premises arising on or after the date Tenant takes possession of the Premises, whether by Tenant or by any agent of Tenant; or (g) any other act or omission of Tenant, its employees, agents, invitees, customers, licensees or contractors. Tenant's indemnity obligations under this Article and elsewhere in this Lease arising prior to the expiration, or earlier termination, or assignment of this Lease shall survive any such expiration, termination or assignment.

Section 18.3 **Notice of Claim or Suit.** Tenant shall promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against Tenant or Landlord of which Tenant receives notice or of which Tenant acquires knowledge. In the event Landlord is made a party to any action for damages or other relief against which Tenant has indemnified Landlord, as aforesaid, Tenant shall defend Landlord, pay all costs and shall provide effective counsel to Landlord in such litigation or, at Landlord's option, shall pay all attorneys' fees and costs incurred by Landlord in connection with its own defense or settlement of said litigation.

Section 18.4 **Limitation on Liability of Landlord.** In the event Tenant is awarded a money judgment against Landlord, Tenant's sole recourse for satisfaction of such judgment shall be limited to execution against the Premises including set off against rent obligations. In no event shall any officer, member, or director of Landlord, including but not limited to the Town of Bluffton, be personally liable for the obligations of Landlord hereunder.

ARTICLE 19 DEFAULT

Section 19.1 **Events of Default.** Each of the following events shall be an Event of Default hereunder by Tenant and shall constitute a breach of this Lease:

- (a) If Tenant shall fail to pay, when due, any Rent, or portion thereof, or any other sum due to Landlord from Tenant hereunder, and such failure shall continue for a period of five (5) days after the due date thereof.
- (b) If Tenant shall violate or fail to comply with or perform any other term or condition to be performed or observed by Tenant under this Lease, and such violation or failure shall continue for a period of fifteen (15) days after written notice thereof from Landlord; provided, however, if Landlord has provided notice to Tenant under this Subsection (b) twice during any twelve (12) month period, Landlord may declare Tenant in default for any subsequent violation or failure to comply with or perform any such term or condition without notice.
- (c) If any assignment, transfer, sublease, merger or encumbrance shall be made or deemed to be made that is in violation of the terms and conditions of this Lease.

(d) If Tenant shall cease the actual and continuous operation of the business contemplated by this Lease to be conducted by Tenant upon the Premises; or if Tenant shall vacate, desert or abandon the Premises; or if the Premises shall become empty and unoccupied; or if Tenant is ordered to terminate or suspend the operation of the business on the Premises by a regulatory authority with jurisdiction over the operation of child care centers. Tenant shall be deemed to have abandoned the Premises or ceased to continuously operate its business in violation of this Lease if Tenant fails to open and continuously operate its business in accordance with this Lease for more than fourteen (14) consecutive days, including weekends and holidays.

(e) If, at any time, Tenant shall file in any court, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, or if Tenant shall make an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors.

(f) If, at any time, there shall be filed against Tenant in any courts pursuant to any statute of the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, and any such proceeding against Tenant shall not be dismissed within ten (10) days following the commencement thereof.

(g) If Tenant's interest in the Premises, Improvements, or Personalty shall be seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Tenant's leasehold interest in the Premises, Improvements, or Personalty is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

(h) If Tenant or any agent of Tenant falsifies any report or misrepresents any information required to be furnished to Landlord pursuant to this Lease.

(i) The death of Tenant or any guarantor of Tenant's obligations hereunder; or the commencement of steps or proceedings toward the dissolution, winding up, or other termination of the existence of Tenant or of any guarantor of Tenant's obligations hereunder, or toward the liquidation of any of their respective assets.

(j) If Tenant fails to make necessary improvements required and contemplated by this Lease, or if Tenant fails to follow the procedure for having improvements approved by Landlord.

(k) The occurrence of any other event described as a default elsewhere in this Lease, or any addendum or amendment hereto, regardless of whether such event is defined as an "*Event of Default*."

Section 19.2 **Remedies on Default.** If any of the Events of Default hereinabove specified shall occur, Landlord, at any time thereafter, shall have and may exercise any of the following rights and remedies:

(a) Landlord may, pursuant to written notice thereof to Tenant, immediately terminate this Lease and, peaceably or pursuant to summary dispossession proceedings or other appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account without being liable for any damages therefor, and, for Tenant's breach of and default under this Lease, recover immediately from Tenant any and all Rent due or in existence at the time of such termination, including, without limitation, (i) all Rent and other sums, charges, payments, costs and expenses agreed and/or required to be paid by Tenant to Landlord hereunder, (ii) all costs and expenses of Landlord in connection with the recovery of possession of the Premises, including reasonable attorneys' fees and court costs, and (iii) all costs and expenses of Landlord in connection with any reletting or attempted reletting of the Premises or any part or parts thereof, including, without limitation, brokerage fees, attorneys' fees and the cost of any alterations or repairs, which may be reasonably required to so relet the Premises, or any part or parts thereof.

(b) Landlord may, without re-entering, retaking or resuming possession of the Premises, sue for all Rent and all other sums, charges, payments, costs and expenses due from Tenant to Landlord hereunder either: (i) as they become due under this Lease, taking into account that Tenant's right and option to pay the Rent hereunder on a monthly basis in any particular Lease Year is conditioned upon the absence of a default on Tenant's part in the performance of its obligations under this Lease, or (ii) at Landlord's option, accelerate the maturity and due date of the whole or any part of the Rent for the entire then-remaining unexpired balance of the Term, as well as all other sums, charges, payments, costs and expenses required to be paid by Tenant to Landlord hereunder, including, without limitation, damages for breach or default of Tenant's obligations hereunder in existence at the time of such acceleration, such that all sums due and payable under this Lease shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration. Landlord may then proceed to recover and collect all such unpaid Rent and other sums so sued for from Tenant by distress, levy, execution or otherwise. Regardless of which of the foregoing alternative remedies is chosen by Landlord under this subsection (b), Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord pursuant to this Lease, nor shall Landlord be under any obligation to minimize or mitigate Landlord's damages or Tenant's loss as a result of Tenant's breach of or default under this Lease.

(c) In addition to the remedies specified and enumerated above, Landlord shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not herein provided. Accordingly, the mention in this Lease of any particular remedy shall not preclude Landlord from having or exercising any other remedy at law or in equity. Nothing herein contained shall be construed as precluding the Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve the Landlord's right or the interest of the Landlord in the Premises and in this Lease, even before the expiration of any notice periods provided for in this Lease, if under the particular circumstances then existing the allowance of such notice periods will prejudice or will endanger the rights and estate of the Landlord in this Lease and in the Premises.

Section 19.3 Landlord May Cure Tenant Defaults. If Tenant shall default in the performance of any term or condition on its part to be performed hereunder, Landlord may, after ten (10) days written notice to Tenant (or without notice if, in Landlord's reasonable opinion, an emergency exists) perform the same for the account and at the expense of Tenant. If, at anytime and by reason of such default, Landlord is compelled to pay, or elects to pay, any sum of money or do any

act which will require the payment of any sum of money, or is compelled to incur any expense (including, but not limited to, attorneys' fees and costs) in the enforcement of its rights hereunder or otherwise, such sum or sums, together with interest thereon at the highest rate allowed under the laws of the state in which the Premises is located, shall be deemed Additional Rent hereunder and shall be repaid to Landlord by Tenant promptly when billed therefor, and Landlord shall have all the same rights and remedies in respect thereof as Landlord has in respect of all other Rent herein reserved.

Section 19.4 **Rights Cumulative.** The rights and remedies provided and available to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any other.

ARTICLE 20
IMPROVEMENTS AND PERSONALTY

All Improvements and Personalty installed by Tenant upon the Premises shall be new or completely reconditioned. In the event Tenant fails to remove any Personalty within thirty (30) days after such expiration or termination of this Lease, then said Personalty shall be deemed abandoned by Tenant and shall automatically become the property of Landlord. Tenant shall be responsible for the timely filing of all required tangible personal property tax returns and for the timely payment of all taxes assessed against any personal property, including, but not limited to, Improvements and Personalty, located in or upon the Premises or utilized by Tenant in the conduct of its business whether or not such personal property was originally installed by Tenant.

ARTICLE 21
ROOF(S)

Tenant shall not use the roof for any purpose, nor shall Tenant make any penetrations in the roof, without Landlord's prior written consent, which consent Landlord may withhold at Landlord's sole discretion. If Tenant's use of the Premises requires that equipment be placed upon the roof, or that the roof be penetrated, then upon Tenant's receipt of approval from Landlord, Tenant shall coordinate penetration of the roof using Landlord's approved roofing contractor.

ARTICLE 22
NOTICES; ADDRESSES

Any notice required or permitted to be given under this Lease must be given only by one of the following: (a) United States registered or certified mail, postage prepaid, return receipt requested, (b) facsimile with confirmation notice or (c) reputable overnight courier service which provides written evidence of delivery, or (d) personal delivery; and addressed as follows:

If Notice to Tenant: Don Ryan Center for Innovation, Inc.
 Attn: CEO
 7 Venture Drive, Suite 100
 Bluffton, South Carolina 29910

If Notice to Landlord: Town of Bluffton
 Attn: Town Manager
 20 Bridge Street
 Bluffton, South Carolina 29910

or such other address as may be designated by either party by written notice to the other. Except as otherwise provided in this Lease, every notice, demand, request or other communication shall be deemed to have been given or served upon actual receipt thereof. Notwithstanding the foregoing, any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

ARTICLE 23 MISCELLANEOUS

Section 23.1 **Brokerage.** Landlord and Tenant hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Lease.

Section 23.2 **No Partnership or Joint Venture.** Landlord shall not, by virtue of this Lease, in any way or for any purpose, be deemed to be a partner of Tenant in the conduct of Tenant's business upon, within or from the Premises or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

Section 23.3 **Entire Agreement.** This Lease contains the entire agreement between the parties and, except as otherwise provided herein, can only be changed, modified, amended or terminated by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by Landlord and Tenant that there are no verbal agreements, representations, warranties or other understandings affecting the same; and that Tenant hereby waives, as a material part of the consideration hereof, all claims against Landlord for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Lease.

Section 23.4 **Waiver.** No release, discharge or waiver of any term or condition of this Lease shall be enforceable against or binding upon Landlord unless in writing and executed by Landlord. Neither the failure of Landlord to insist upon a strict performance of any of the terms and conditions hereof, nor the acceptance of any Rent by Landlord with knowledge of a breach of this Lease by Tenant in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that Landlord may have or a waiver of any subsequent breach or default in any of such terms and conditions.

Section 23.5 **Time.** Time is of the essence in every particular of this Lease, including, without limitation, obligations for the payment of money.

Section 23.6 **Costs and Attorneys' Fees.** If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals. Landlord shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against Tenant, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim.

Section 23.7 **Public Telephone.** Tenant shall not at any time install a public or private pay telephone within the Premises or on or about the exterior of the Premises.

Section 23.8 **Captions and Headings.** The captions and headings in this Lease have been inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of, or otherwise affect, the terms and conditions of this Lease.

Section 23.9 **Severability.** If any term or condition of this Lease shall be deemed to be invalid, it shall be considered deleted therefrom and shall not invalidate the remaining terms and conditions of this Lease.

Section 23.10 **Successors and Assigns.** The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors, assigns, subtenants, or licensees.

Section 23.11 **Applicable Law.** This Lease shall be governed by, and construed in accordance with, the laws of the state in which the Premises is located without regard to conflict laws. Landlord and Tenant hereby agree that any legal proceedings arising pursuant to this Lease or the Premises shall be instituted in, and Landlord and Tenant each submits itself to the jurisdiction of, the Circuit Court in the County and State in which the Premises is located.

Section 23.12 **Recording.** Neither this Lease or a memorandum, short form or affidavit thereof, shall be recorded without the written consent of Landlord.

Section 23.13 **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from the South Carolina Department of Public Health.

Section 23.14 **Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument; provided, however, this Lease shall not be effective until fully executed by all parties.

[Remainder of Page Intentionally Omitted. Signature Page(s) and Exhibit(s) to Follow.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed on or as of the day and year first above written.

LANDLORD:

TOWN OF BLUFFTON, a South Carolina municipal corporation

BY: STEPHEN STEESE
ITS: TOWN MANAGER
DATE:_____

TENANT:

DON RYAN CENTER FOR INNOVATION, INC., a South Carolina nonprofit corporation

BY: DAVID NELEMS
ITS: CEO & AUTHORIZED SIGNATORY
DATE:_____

**EXHIBIT “A”
REAL PROPERTY**

Attachment 3

Recommended Motion

Consideration of an Ordinance Approving the Adoption of a Master Lease Agreement Between The Town and The Don Ryan Center for Innovation, Inc. to Establish and Landlord-Tenant Relationship and Foster Continued Economic Development within the Buckwalter Commerce Park - Chris Forster, Assistant Town Manager

“I make a motion to approve an ordinance authorizing the Town Manager to enter into a commercial master lease agreement with The Don Ryan Center for Innovation, Inc. establishing a landlord-tenant relationship at the property located at 97 Progressive Street, Bluffton South Carolina to foster continued economic development within the Buckwalter Commerce Park .”



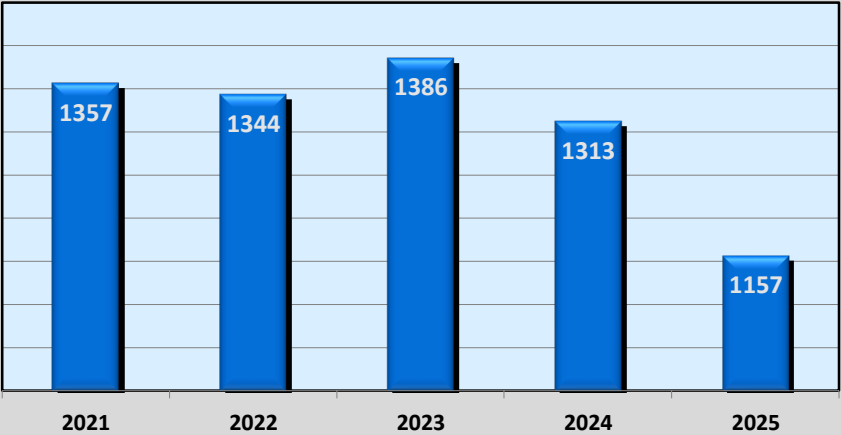
STATISTICAL INFORMATION

BLUFFTON POLICE DEPARTMENT

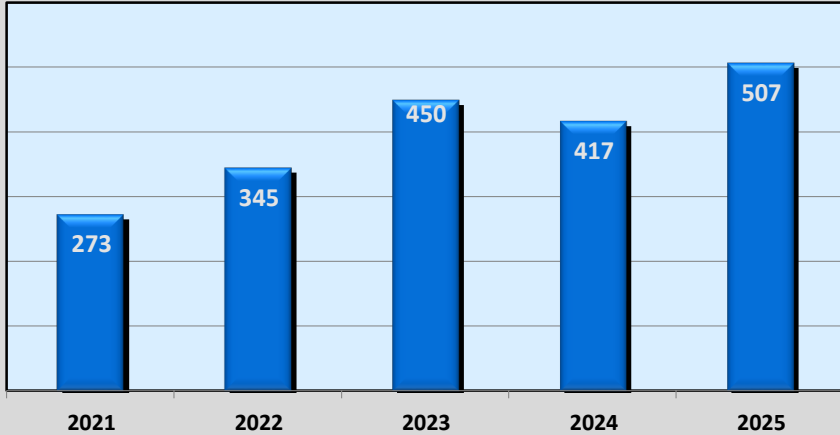
October 31, 2025

Presented by Chief Joseph Babkiewicz

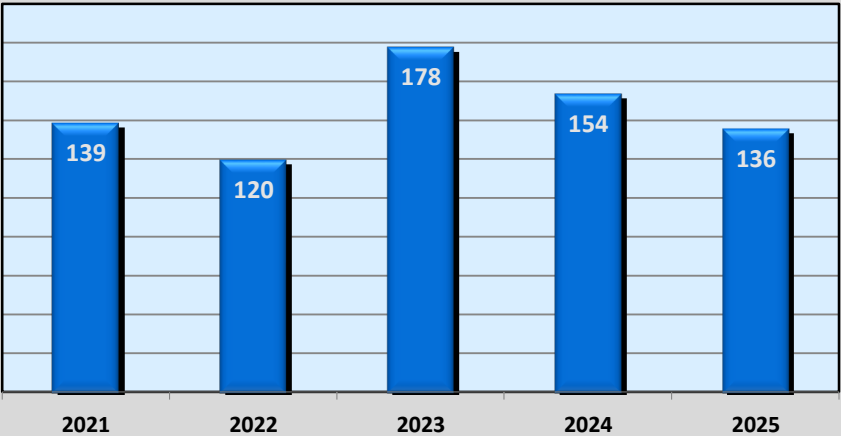
October Calls for Service Comparison



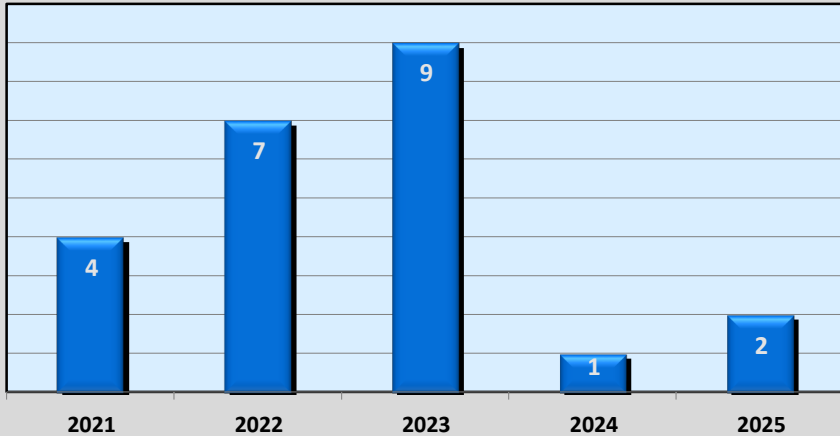
October Traffic Citation Comparison



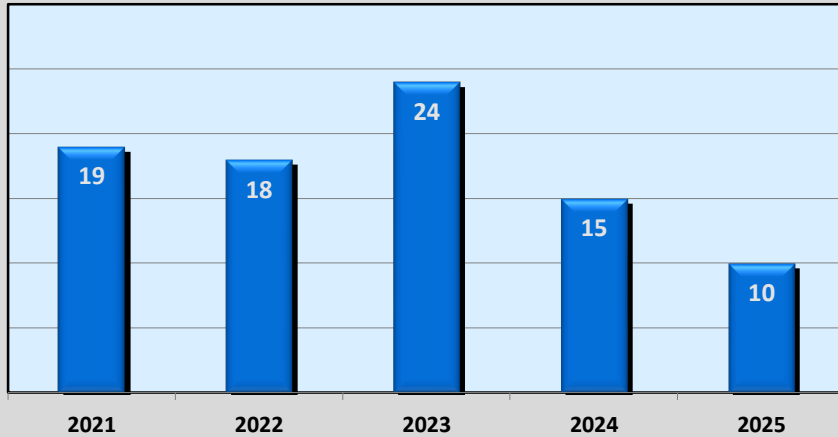
October Collision Comparison



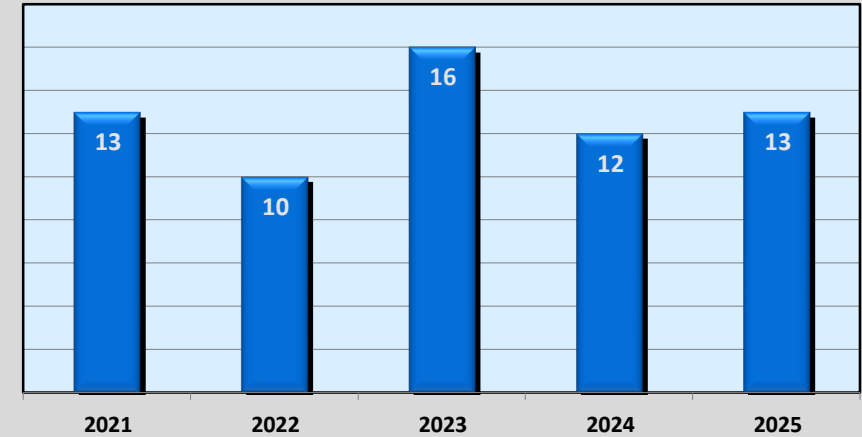
October Burglary Comparison



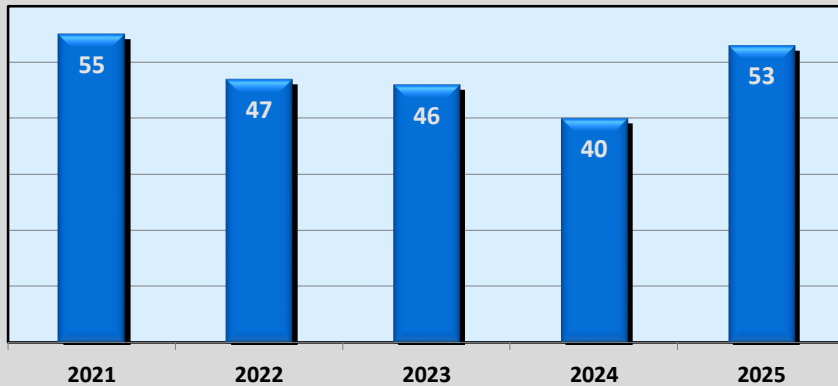
October Theft Comparison



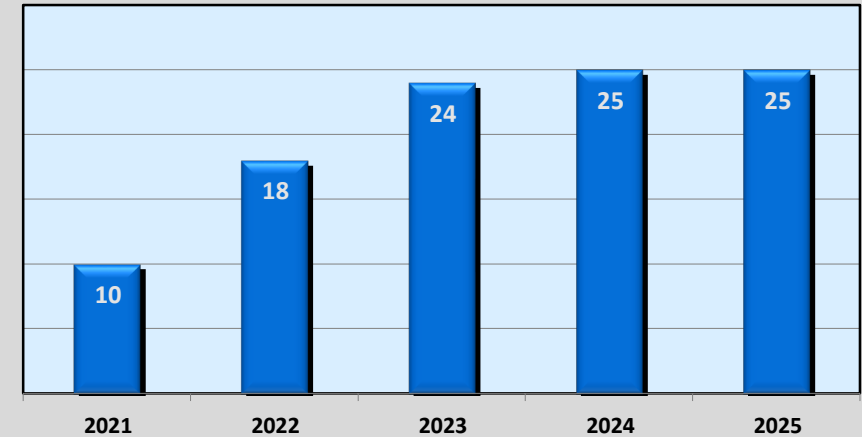
October Assault Comparison



October Domestic Calls for Service Comparison



October Arrest Comparison

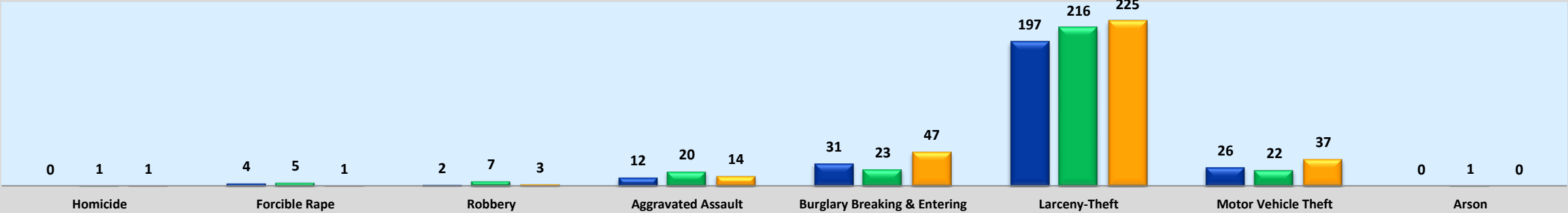


DEPARTMENT HIGHLIGHTS

Year-to-Date
October

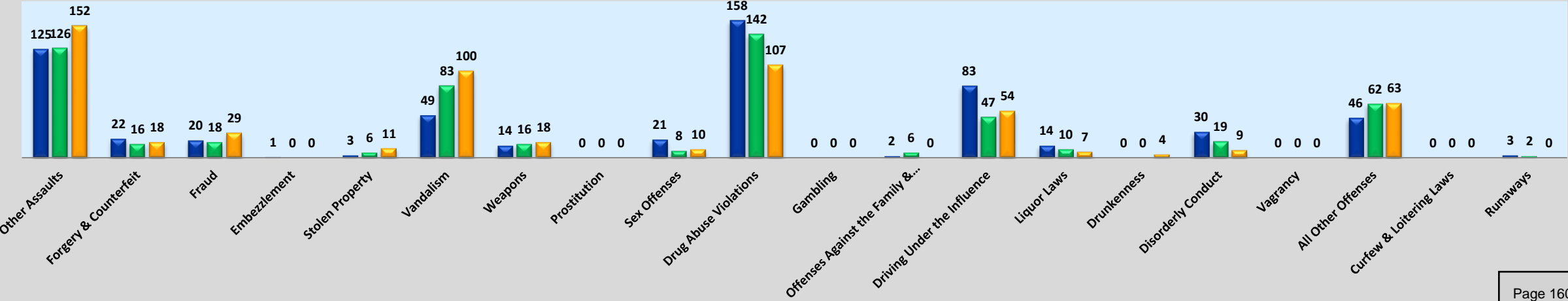
Part I Crimes

2025 2024 2023

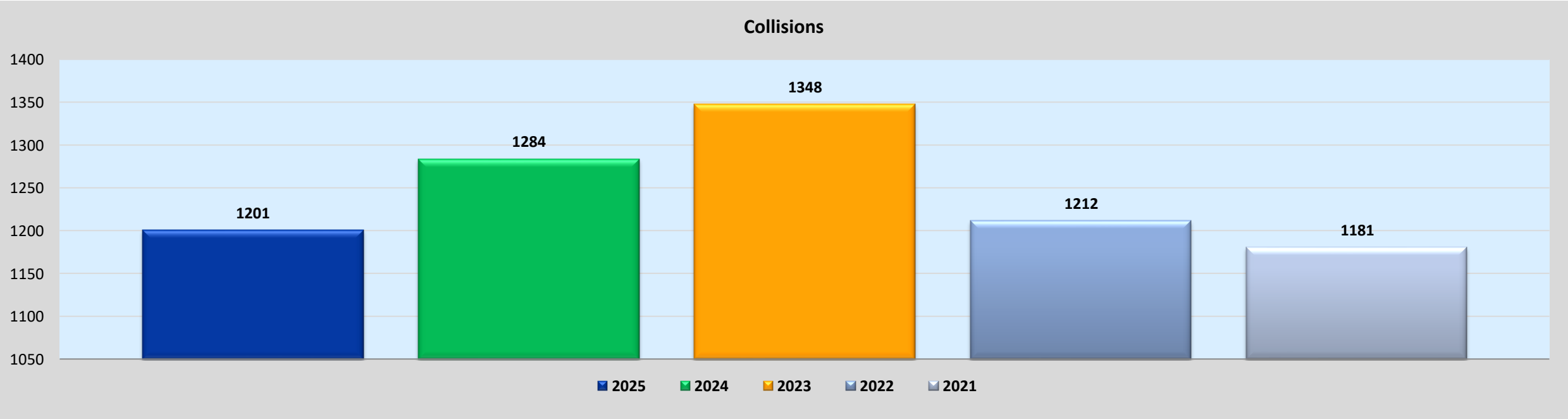


Part II Crimes

2025 2024 2023



Year-to-Date
October



Law Enforcement Advisory Committee

- No meeting this month

Meetings Attended by Chief Joseph Babkiewicz

Every Wednesday – Senior Staff Communications Meeting

Every Friday – Men's Meeting @ Bible Missionary Baptist Church

Oct 1st – Meet with Hopeful Horizons for Domestic Violence Photo Op

Oct 1st – Teams meeting with Enterprise

Oct 2nd- 5th – Attend SC Police Chief Conference in Myrtle Beach

Oct 6th – Attend Wellness Committee meeting

Oct 6th – CIP Teams meeting

Oct 6th – Google meeting with Scenario Trainer

Oct 7th – Meet with May River Law Enforcement Class

Oct 7th – Command Staff meeting

Oct 7th – All Hands meeting

Oct 8th – Attend Grant Review meeting

Oct 8th – All Hands meeting

Oct 8th – Attend End of Phase meeting – Recruit Polo

Oct 9th – Meeting with Civilian

Oct 9th – Attend Monthly Command Staff and HR meeting

Oct 13th – Google meeting with Scenario Trainer

Oct 13th – Attend TPUSA Event @ Downtown Deli

Oct 14th – Meeting with Mayor and Town Manager

Oct 14th – Open House meeting

Oct 14th – Teams meeting with TI Training

Oct 15th – Meeting with Representative Mark Smith (Political Events)

Meetings Attended by Chief Joseph Babkiewicz cont.

- Oct 14th – Attend Town Council meeting
- Oct 15th – Attend State of the Region
- Oct 15th – Attend Foundations Therapy Ribbon Cutting Celebration
- Oct 15th – Bluffton Police Open House / Community Forum
- Oct 16th – Meeting with Civilian
- Oct 16th – Attend National Hispanic Heritage Month Celebration
- Oct 17th – Recruitment / Morale Committee meeting
- Oct 17th – Attend The Well Co. Grand Opening and Ribbon Cutting Ceremony
- Oct 17th – Attend Bluffton Self Help Sips & Party Event
- Oct 18th – Arts and Seafood Festival
- Oct 20th - CIP Teams meeting
- Oct 20th – Meeting with former Mayor
- Oct 20th – Attend Groundbreaking for May River Elementary School
- Oct 21st – Breakfast meeting with School Crossing Guards
- Oct 21st – Attend Police Applicant PAT
- Oct 21st – Meeting with HR Manager
- Oct 21st – Attend Legal meeting
- Oct 21st – Attend Town Council Quarterly workshop
- Oct 22nd – Meeting with Town Manager
- Oct 23rd – Meeting with HR Manager
- Oct 24th – Attend Unveiling of Public Art Sculpture at Welcome Center
- Oct 24th – Attend Cross Schools Pep Rally
- Oct 24th – Boys and Girls Club Trunk or Treat
- Oct 24th – Town of Bluffton Spooktacular

Meetings Attended by Chief Joseph Babkiewicz cont.

- Oct 24th** – Attend Town of Bluffton Public Art Unveiling @ Squire Pope Carriage House
- Oct 24th** – Attend Lavender Lounge Head Spa Grand Opening / Ribbon Cutting Ceremony
- Oct 27th** – Meeting with Deputy Chief
- Oct 27th** – Meeting with BCTV
- Oct 27th** – The Elle Apartments Ribbon Cutting Celebration
- Oct 27th** – 1st Quarter Budget Review meeting
- Oct 27th** – Citizen's Police Academy Graduation
- Oct 28th** – Attend Police Applicant PAT
- Oct 28th** – Google meeting with Flock Safety
- Oct 29th** – Executive Level Command Staff meeting

Commendations -	None
Complaints -	None

Police Department Demographics as of October 31, 2025

DEPARTMENT	Black	Hispanic	Other	White	Grand Total
Female	2	3	1	17	23
Male	8	5	3	37	53
Grand Total	10	8	4	54	76

SWORN OFFICERS	Black	Hispanic	Other	White	Grand Total
Female	1	1		9	11
Male	7	5	3	34	49
Grand Total	8	6	3	43	60

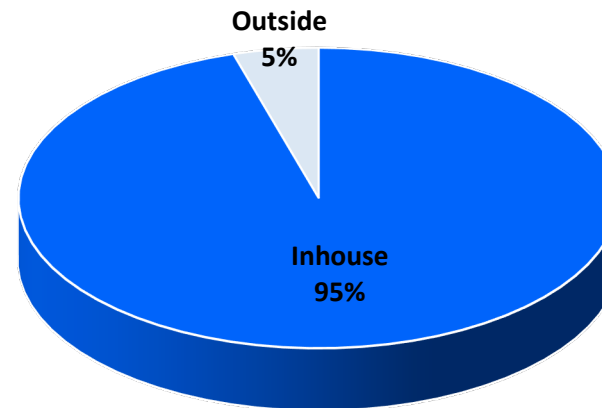
October Officer Training

In-House

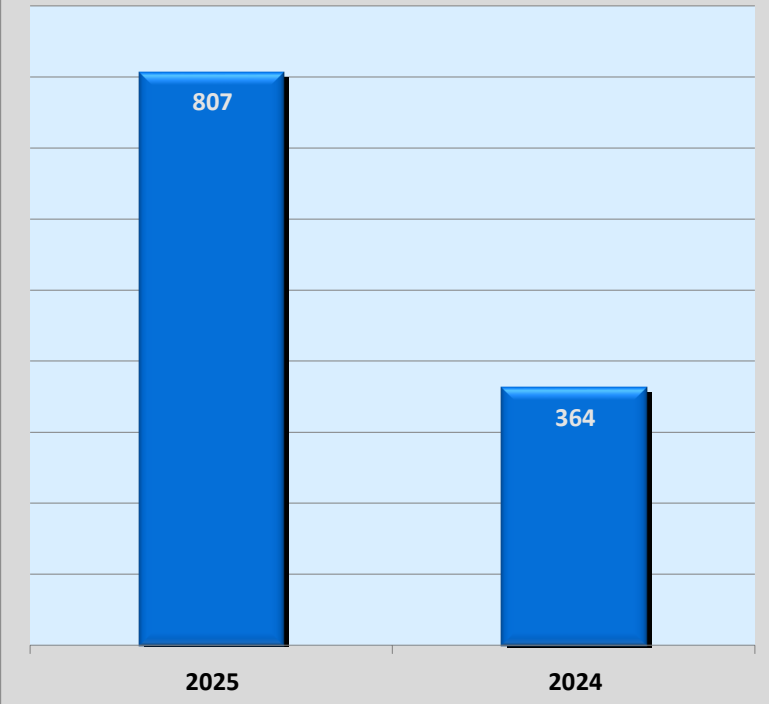
DUI/SFST Recertification - 1 Officer
 Line-Up 2025 July-August - 2 Officers
 Line-Up 2025 May-June - 1 Officer
 Studio - Police/Dog Encounters - 2 Officers
 Line-Up 2025 September-October - 6 Officers
 SMD Operator Recertification - 1 Officer
 DMT Operator Recertification - 1 Officer
 Pistol Qualifications - 9 Officers
 Taser 10 Training - 8 Officers
 Line-Up 2025 March-April - 1 Officer
 Juvenile Justice - 1 Officer
 Rifle Qualifications - 14 Officers
 Basic Law Enforcement - SCCJA - 3 Recruits

Outside

Principles of Police Supervision - 1 Officer
 FBI LEEDA ELI - 1 Officer

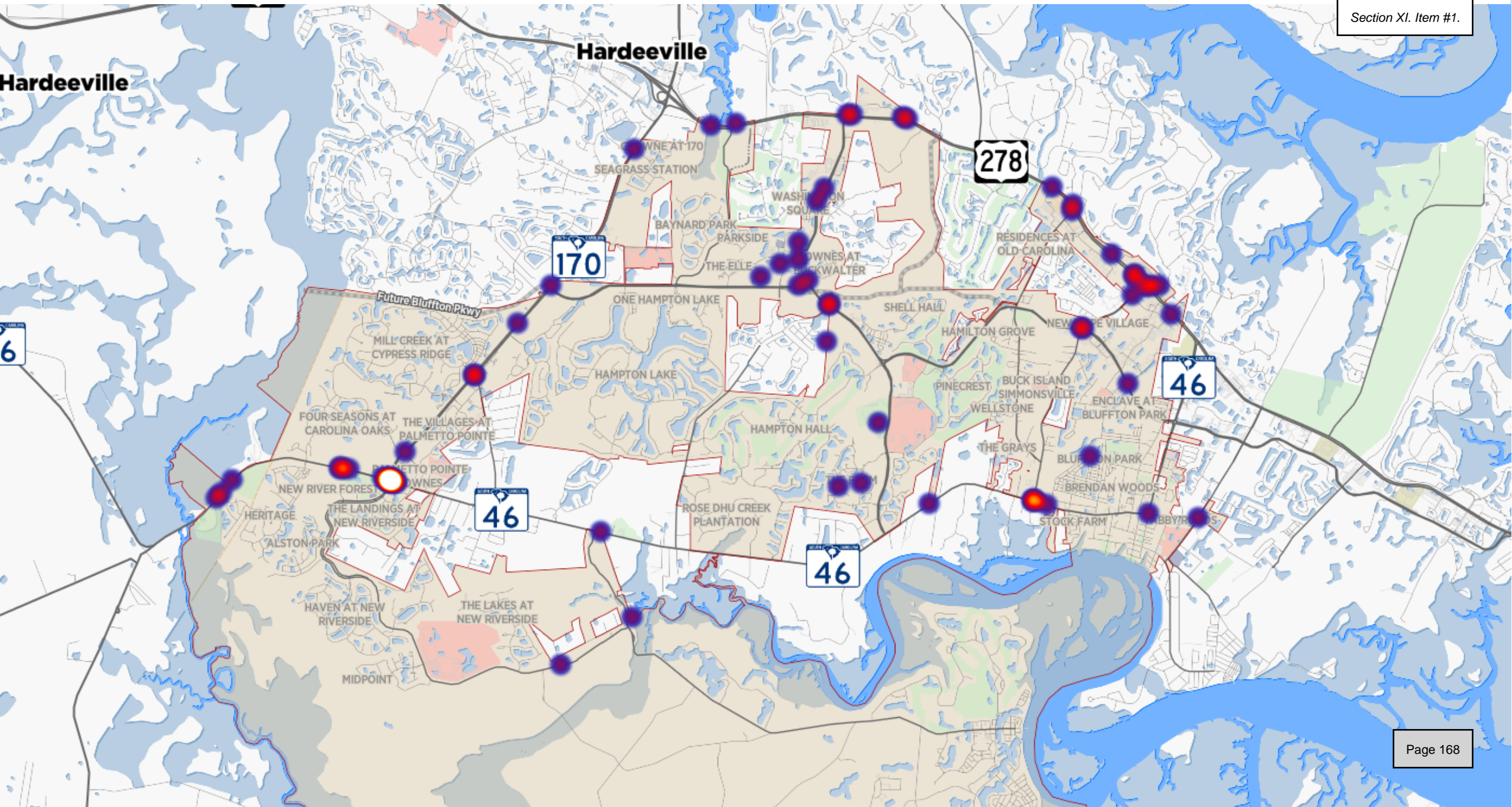


October 2025 / 2024 Training Hours Comparison



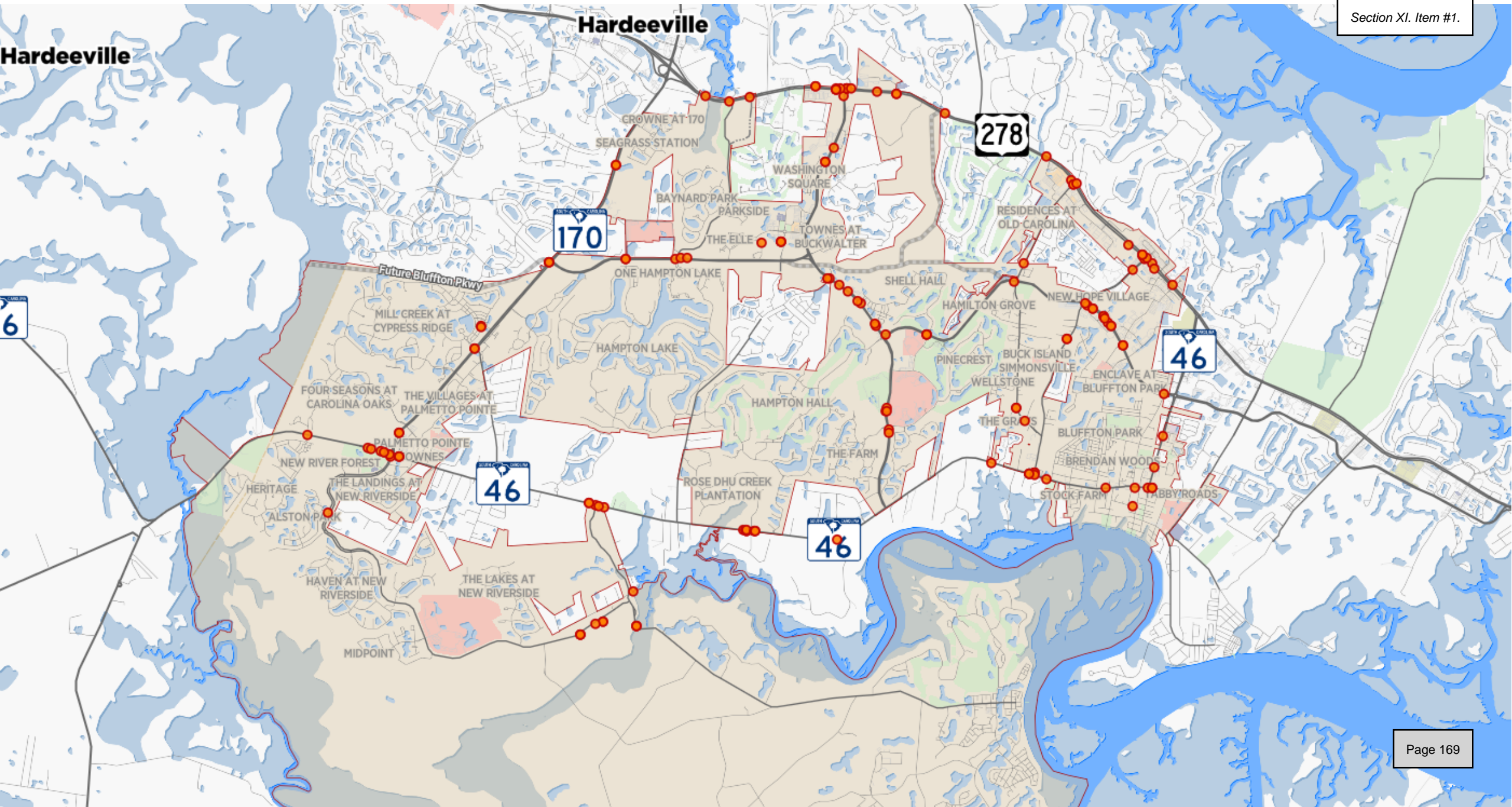
COLLISIONS (136) October 2025

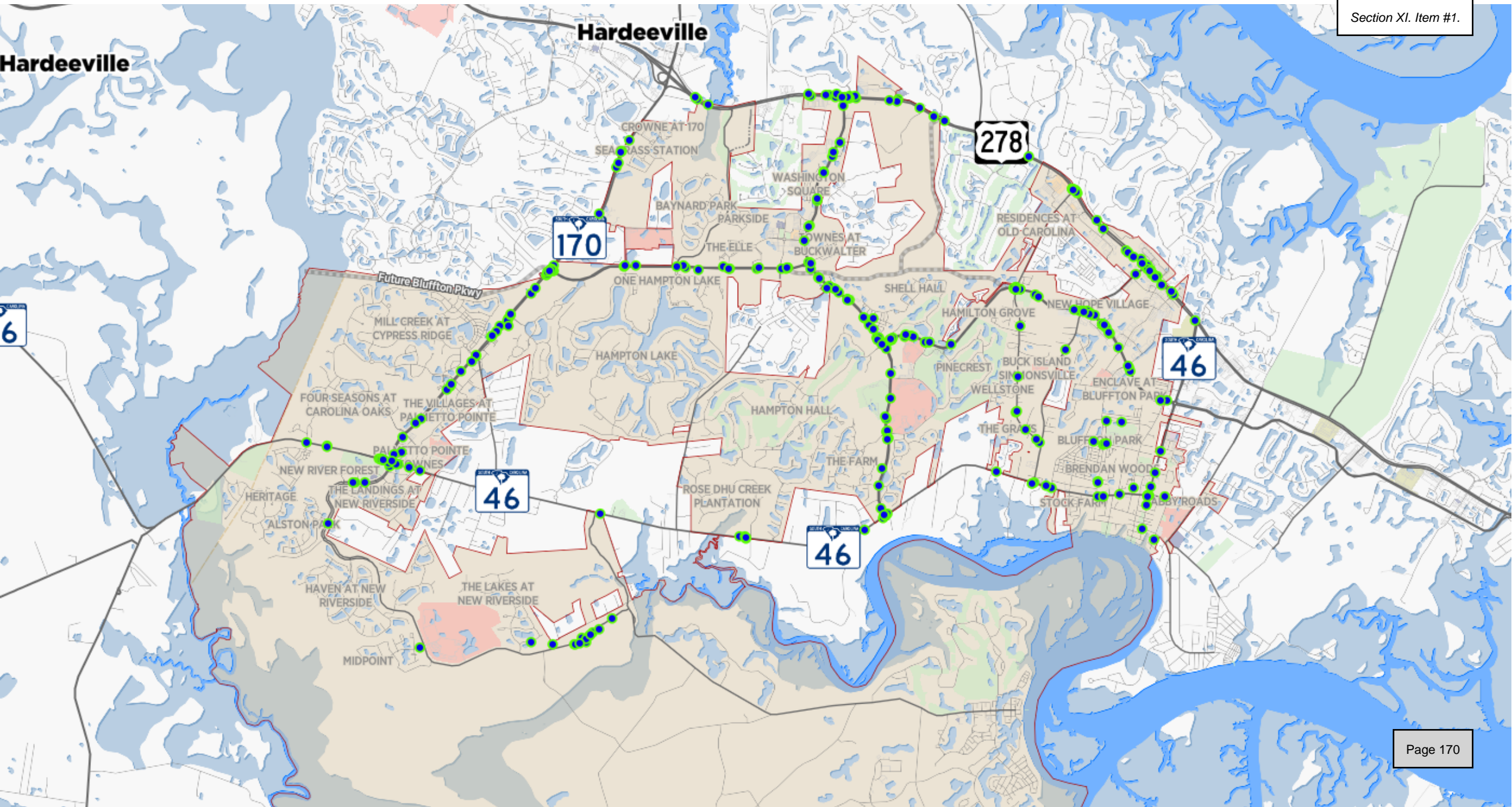
Section XI. Item #1.



CITATIONS ISSUED (150) October 2025

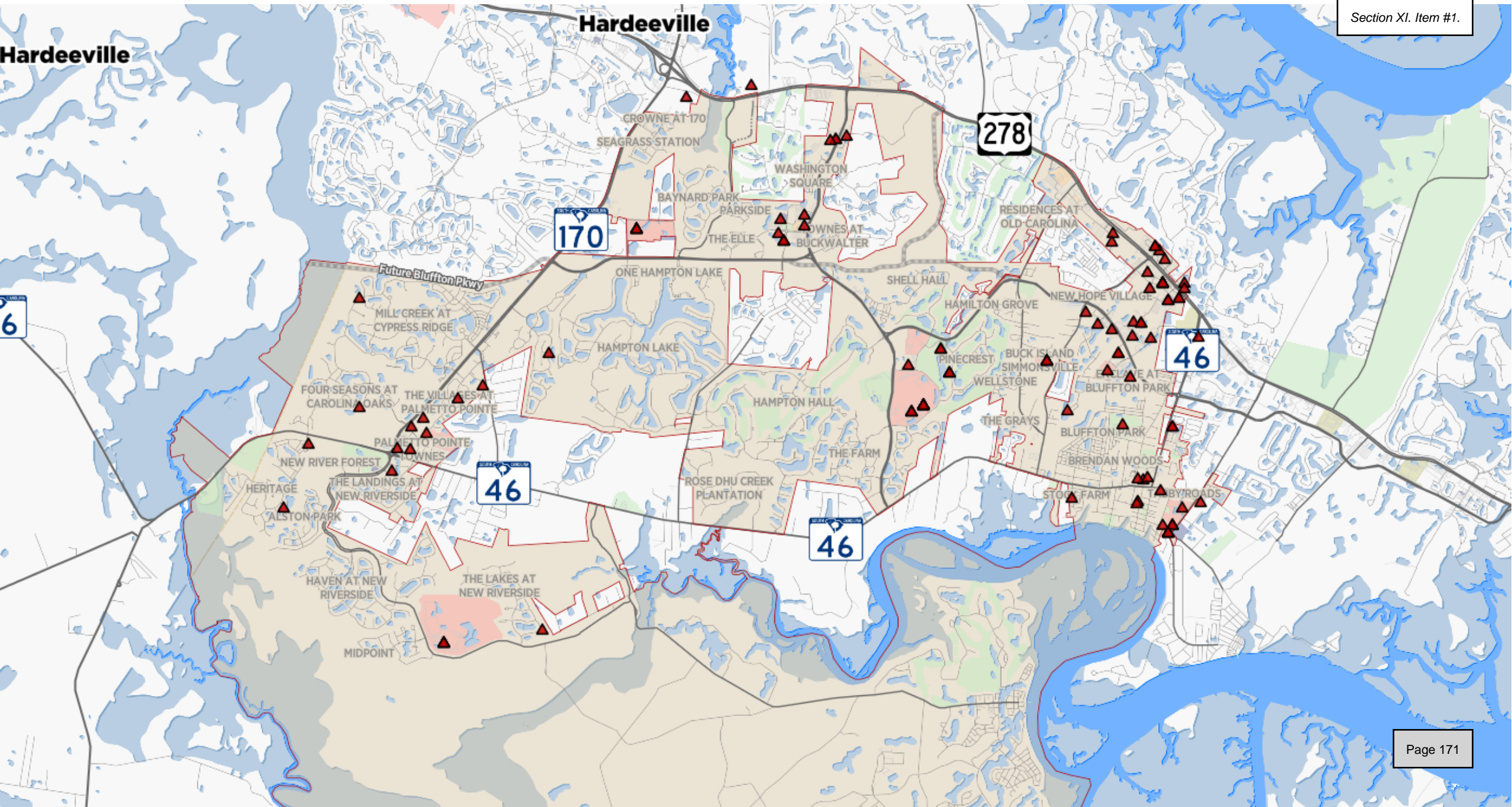
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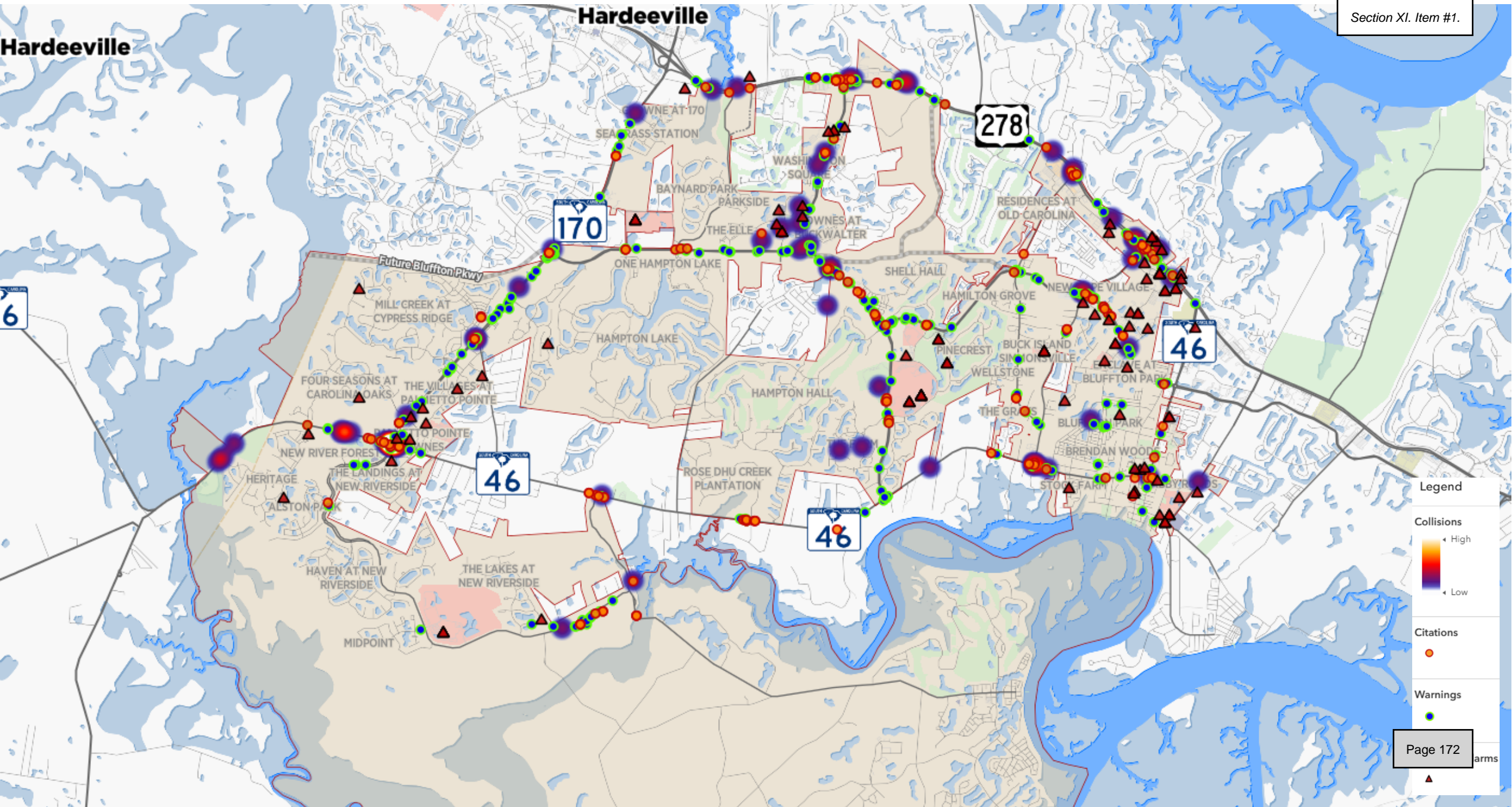
#1 CALL TYPE – Activated Alarms (116) October 2025

Section XI. Item #1.



Collisions, Citations, Warnings and Activated Alarms – October 2025

Section XI. Item #1.



CALLS FOR SERVICE TOP 10 CALL TYPES	
Activated Alarm	116
Disturbance	110
Case Follow Up	107
Accident	96
911 Hang-Up	88
Reckless Driving	58
Domestic	53
Assist Motorist	44
Susp Vehicle	36
Noise Complaint	27

TOTAL CALLS FOR SERVICE: 1161

AVERAGE PER DAY: 41

PRO-ACTIVE PATROLS	
Extra Patrol - Business	752
Traffic Stop	424
Extra Patrol - Residence	307
Traffic Enforcement	15

UNIFORM TRAFFIC CITATIONS TOP 10 VIOLATIONS	
Driving without a License - 1st Offense	23
Driving Under Suspension: License not suspended for DUI	17
Operating Vehicle While License/Registration Expired	16
Failure to Maintain Proof of Insurance in Motor Vehicle	9
Speeding; more than 15 but less than 25 mph over the speed limit	8
Speeding; equal to or greater than 25 mph over the speed limit	7
Speeding; more than 10 but less than 15 mph over the speed limit	7
Possession of 28G (1 oz) or less of Marijuana - 1st Offense	6
Failure to Obey Traffic-Control Devices	6
Failure to Return License Plate and Registration upon Loss of Insurance - 1st Offense	6

TOTAL CITATIONS ISSUED: 150

AVERAGE PER DAY: 5

UNIFORM TRAFFIC WARNINGS TOP 10 VIOLATIONS	
Speeding	86
Vehicle License Violation	59
Defective Equipment	43
Improper Lane Use	34
Changing Lanes Unlawfully	26
Disregarding Stop Sign	17
Improper Lights	16
Disregarding Traffic Signal	13
Improper Turn	10
Driver License Violation	6

TOTAL WARNINGS ISSUED: 357

AVERAGE PER DAY: 13

CRIMINAL INVESTIGATIONS	
Cases Assigned	26
Incident Reports	1
Supplemental Reports	56
Cases Closed	13
Arrests Made	2
Arrest Warrants	7
Juvenile Petitions	12
Bond Court	7
Case Call Outs	9
Search Warrants	17
Prelims/Grand Jury	0

Case Call Outs:

1. 25BP23673 – Attempted Murder
2. 25BP24518 – Attempted Murder
3. 25BP23477 – B&E Auto / Suspicious Activity

Mental Health Advocate:

CIT: 1

Referrals - 10

Follow Ups - 35

Supplemental Reports - 30

Victim Advocate:

Case Call Outs: 2

Incident Reports: 0

Case Closed: 7

Bond Court: 7

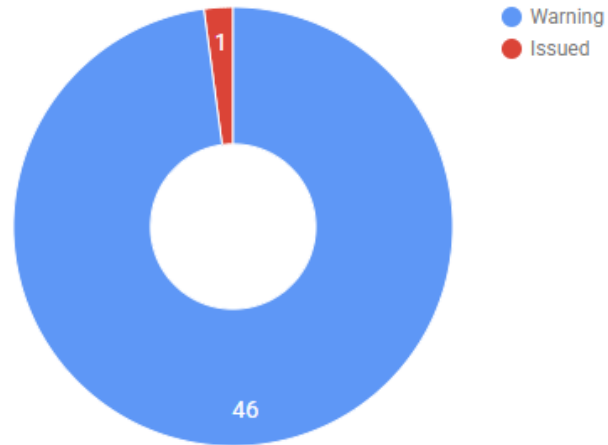
Supplemental Reports: 13

ICAC Cases Assigned: 5

COMMUNITY SERVICE ASSISTANTS

Section XI. Item #1.

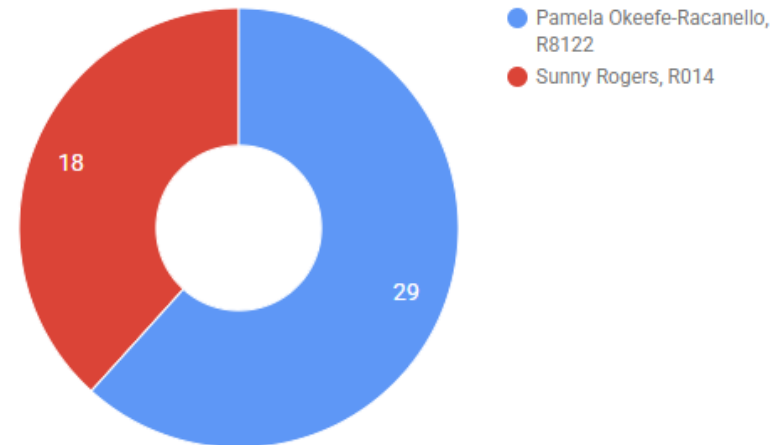
Tickets By Status Last 30 Days



Total Count: 47

As of 10/29/2025, 12:00:00 AM

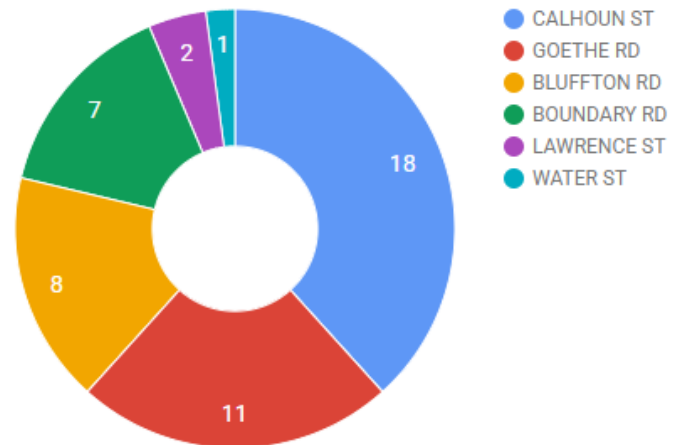
Tickets By Officer Last 30 Days



Total Count: 47

As of 10/29/2025, 12:00:00 AM

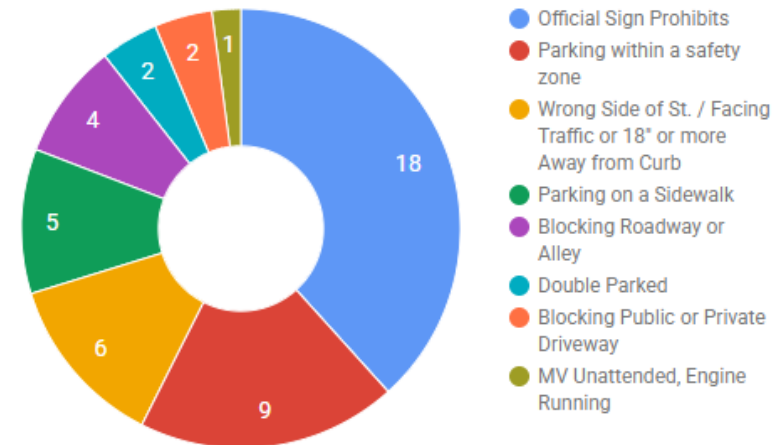
Tickets By Location Last 30 Days



Total Count: 47

As of 10/29/2025, 12:00:00 AM

Tickets By Violation Last 30 Days

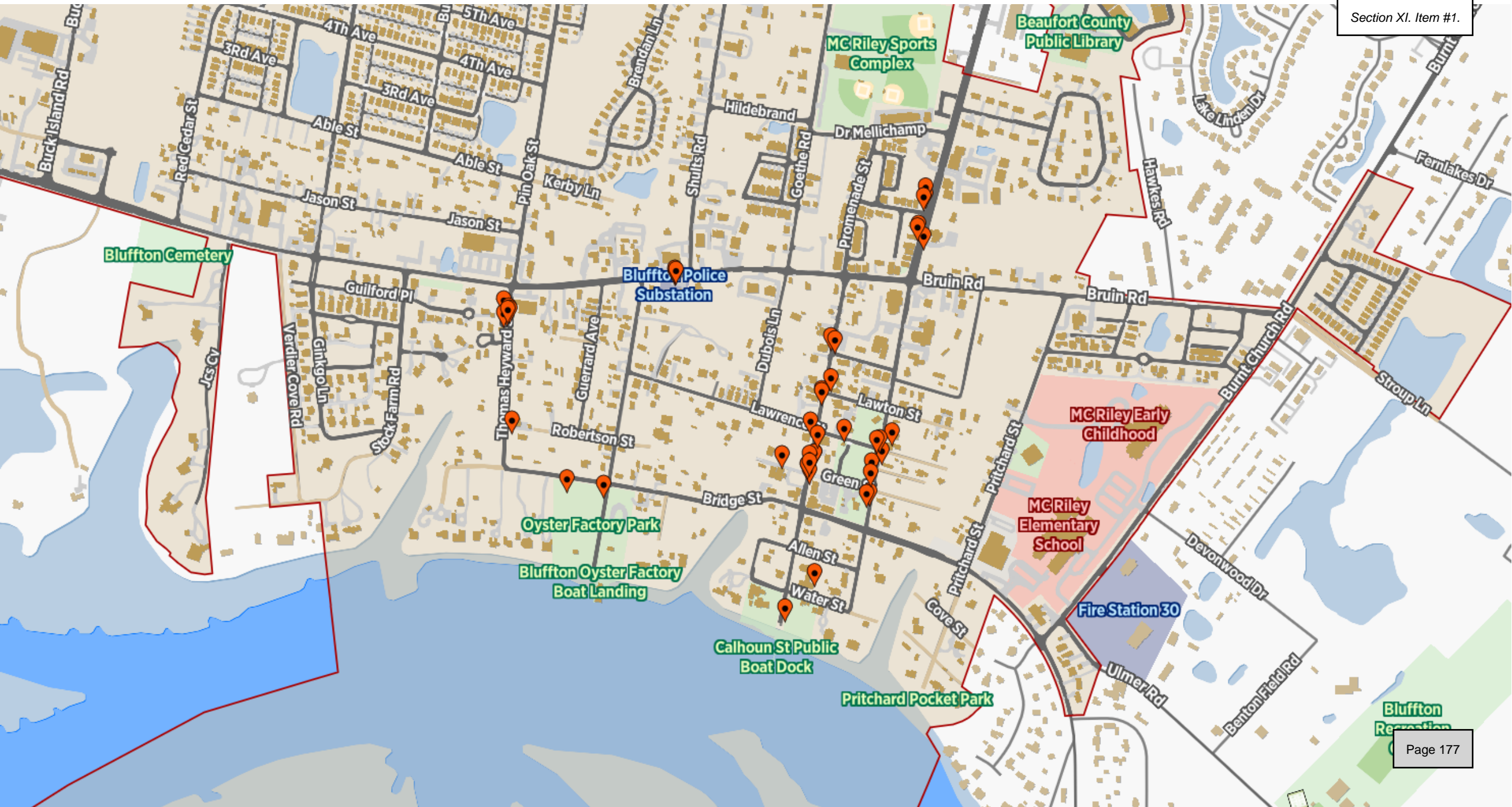


Total Count: 47

As of 10/29/2025, 12:00:00 AM

DOWNTOWN CITATIONS (47) – October 2025

Section XI. Item #1.



Code Enforcement:

William Bonhag

Signs

- Issued several NOV's for business license.

Complaints / Property Checks / Follow-ups / Ordinance Letters

218 Simmonsville Road

- 3/14/24 Due to several violations, this location was boarded up.
- This matter is pending actions by Building Safety upon receipt of property ownership email or contact by Mrs. Mitchell to Robert Cullen. Unfortunately, Mrs. Mitchell has passed, and this matter is on hold with the Building Department.
- Vicky Smalls visited location with our team on 11/14/24. Vicky is trying to contact the oldest sibling regarding heirs' property transfer.
- Vicky will assist with dumpsters and town public works will use machinery to clean the property upon the completion of this demolition.
- 1/30/25 at 10am a meeting at Town Hall has been set up with Mr. Cohen along with 2 family relations to discuss either fixing the condition of the home and property clean-up. Removal of RV on site required.
- RV removed from site.
- Property cleaned up, now pending information from Vicky Smalls and Rob Currall Building Official as to their next move regarding this structure.
- 7/15/25 This property is Heirs property, until this property is settled in court no actions can move forward.

20 Twin Oaks Drive

- Fence blocking emergency vehicles to be removed by Friday August 1, 2025
- HJ Stucco company uses it as construction yard. The fence was removed though posts remain with wire attached that need to be removed for emergency vehicles allowing them to pass through. Fire investigator Jason Lee and I shall be attending to this matter week of 9/22.
- All equipment and materials to be removed by August 25. Per NOV issued.
- The owner of HJ Stucco has used a resident address of 234 Buck Island Road which does not exist at the time of his business license submittal.
- This matter is now pending his response to Sharon White as of 9/17/25.
- Sharon White from licensing is sending an email for response by owner 10/8/25. Should the owner fail to respond, codes shall re-visit to issue a summons to appear in court. Pending notification by Sharon White

Code Enforcement continued:

The Lakes at New Riverside

- Karen Macmillan / Sentry Management Weds. 9/24/25 filed a complaint.
- Construction workers park on Wylie Court and walk through the woods.
- Also, I'm told that workers have parked on Wylie Ct. to walk through the common area to reach the construction site.
- Karen stated there is No trespassing sign at the entrance of the community. They are parked all over the place on Wylie, and they are not sure if the Board wants no parking signs everywhere. They are also still using the easement to just pull into the area from the Lakes.
- This matter is being addressed by Dan Frazier and Codes.
- In the same area down the street a complaint regarding loud pump noises at night was handled by this officer and was addresses by Bill Morris of Thompson Turner to alleviate the noise.

149 Simmonsville Road

- 5/19/25 Marcia Frazier called to complain about a house that was situated on her mom's property. Marcia stated that this is a family dispute in a court matter with family members.
- 5/20/25 property was visited by Marcus Noe (Chief Building Inspector) and me to check on this placement.
- 5/20/25 Marcus Noe placed a Stop Work Order on their door to the entrance of this new home.
- Kristy Carge says permits are forthcoming
- 10/10/25 nothing obtained as of today per Mary Sue McEntire, this is a Building Safety matter.

98 Fording Island Road

- 9/8/25 while conducting property inspections this lot has started to accumulate illegal dumping on this site. Jodie Pitman/ assistant property manager was notified due to Lisa Fort no longer is with Harris Teeter.
- Jodie Pitman promptly responded to me and shall have this site cleaned and secured so no further dumping should occur.
- Jodie informed me that their contractor shall commence cleaning on 9/23/25 weather permitting and looks to be completed by 9/26/25. Inspection of this site will be conducted upon my return from vacation 10/6/25.
- As of 10/8 site was cleaned and now pending entrance secured, Jodie from Harris Teeter is diligently working with me on this matter.

1279 May River Road

- Complainant /relative Tracey Bruin residing at 224 Goethe Road connected to this backyard.
- Letters are sent to clean up front and rear with overgrowth. Owners live in Savannah. Ga.
- The front was cut and cleaned. Rear still pending compliance as of 8/7/25 not completed, letters were issued to the property owner.
- As of 10/8/25, Still pending cleanup of entire yard. Sending certified NOV today for compliance by Tuesday 10/14/25.

Code Enforcement continued:

Simmons Road Power Line Section/Santee Cooper

- The complaint was made by Bridgete Frazier due to cars and trucks parking, dumping and working from this area.
- Contact was made with Santee Cooper (property owner) and I am working with Matt Evans to have this location cleaned up and dirt piles removed. 2 weeks are being allocated for this area, unless it may be earlier as they are placing fences on both ends of their property with gates locked.
- 5/21/25 contacted Matt Evans from Santee, an estimate obtained by Santee for fencing for \$32,000, which was forwarded to his administrators.
- 8/7/25 l/m for Matt regarding the pending site review for cleanup, along with fencing status.
- As of 10/10 still pending actions of Santee Cooper an abandoned delivery truck is on site .

108 Goethe Road

- Visited this property per Vicky Smalls complaint from the h/o at 4 Benjamin Road.
- Owner Juan Ruiz was spoken to regarding his condition of his property that has shingle piles around, loads of equipment and equipment scattered about his property.
- Trees were cut and dumped throughout this section.
- Nov was issued for cleaning up and removal of all items.
- Team visit scheduled for 9am Monday 6/16/25 2 Notice of Violations and 1 watershed violation issued to Juan Ruiz owner (needs to remove all commercial products and junk by Monday 6/23/25
- Failure to comply so a summons was issued for court appearance that was moved from July to 8/19/25, now pending postponed court date of 9/16/25.
- This matter had been deferred until 10/14/25 for court appearance due to completion of cleanup is presently ongoing for compliance. Inspection to follow for compliance. Compliance completed as of 10/14/25

8 Pin Oak Street / Red Stripes

- Star/ Owner from squat and gobble filed an email complaint to Dan Wiltse, due to the burning of garbage from this location in Red Stripes outdoor firepit. Previously, Jason Lee Fire Inspector and Codes visited this location, spoke to the owner and requested him to clean up and cover the pit. (Failed to take any action for cleaning or covering the fire pit in question).
- 9/24/25 at approximately 2:30pm Dan Wiltse Fire Marshal, Jason Lee, /Fire Inspector, Sgt. Lancaster and I met with the owner on site for discussion.
- Codes issued 3 as follows:(1) for Sec.12-25 Public Health Nuisances (unsanitary fire pit with flies and Styrofoam cups and garbage, along with several beer bottles. (2) Sec.14-128 (b) 4. Town not liable, registration, notification, prohibitions (warming fires restricted to burning natural vegetation).
- The 3rd NOV was for failure to pay his July and August 2025 Hospitality taxes, Sec.24-69 (a) 2 Violations and Penalty / Failure to remit Hospitality taxes.
- Jason Lee BFD issued a Fire Department Notice as well.
- Upon codes return I shall follow up with Jason and Sharon White for compliance.
- Site appears clean as of 10/8/25 along with taxes paid up to date per Sharon White.

COMMUNITY ACTION TEAM	
Conducted traffic enforcement in Bluffton Park area	Covered FCA Fields of Faith at Hilton Head Christian Academy
Conducted Security Assessment Plan for Bluffton Municipal Court	Assisted with Arts and Seafood Festival Road Closure on Friday (Calhoun Street)
Covered Courtroom Security on Tuesdays for Bluffton Municipal Court	Covered Arts and Seafood Festival Day 1 Saturday
Attended Cross Schools Family Chapel Day	Covered Bluffton High School JV Football Game
Attended Jacobs Kit Presentation at Cross School	Covered Town Council Workshop at Bluffton Municipal Court
Attended Farmers Market on Thursdays	Covered Lowcountry Community Church Student Ministry at Bluffton High School
Attended Ida's Closet food drive Campbell AME	Attended Campbell Chapel Community Day at Martin Family Park
Attended Domestic Violence Hopeful Horizons	Bluffton PD Policy Review
Covered River Ridge Academy Football game	Attended BPD Safety Spooktacular at Oscar Frazier Park
Covered Cross School for a day (SRO vacation)	Attended Trunk or Treat at St. Gregory Parish Life Center
Attended All Hands Meeting	Attended Bluffton High School Football Cookout
Responded to Welcome Center and Church of Cross (Old Town) call for service	Passed out information on Fraud Scams to The Haven at New Riverside
Covered Town Council Meeting at Bluffton Municipal Court	Passed out information on Fraud Scams to Four Seasons
Firearms and Rifle Qualifications Training at BCSO Range	Follow up at 4 Aspen Hall Court
TASER 10 Operator Online Pre-work Course Certification	Police Substation Walk-ins: 7
TASER 10 Hands on Operator Course Training	
Assist May River Montessori School with their Sandbox Playground Project and Afternoon Dismissal	

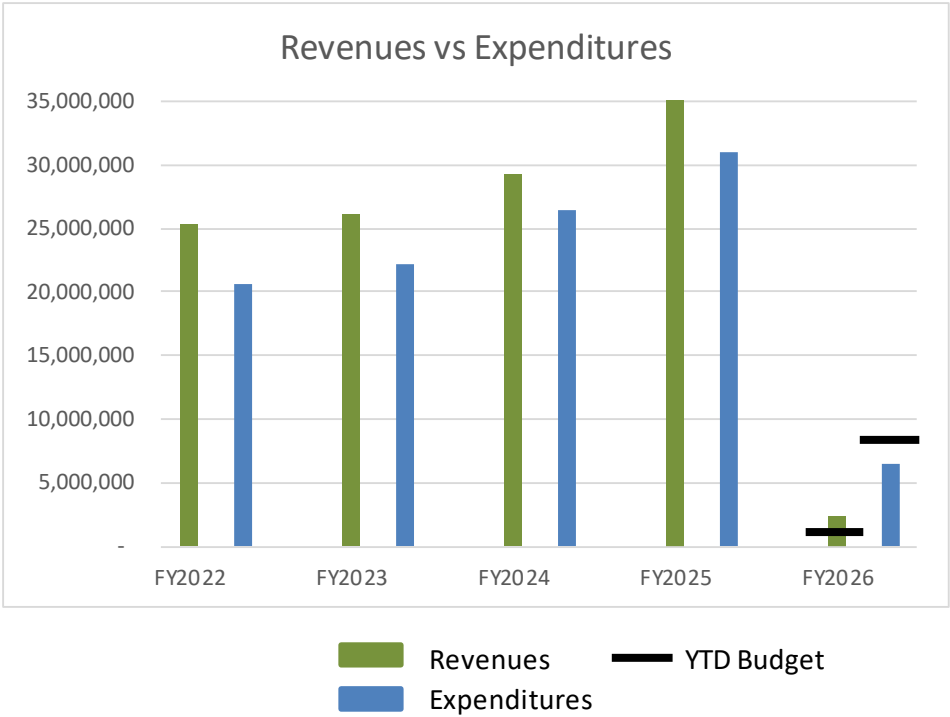
TOWN COUNCIL
STAFF REPORT
Finance & Administration Department



MEETING DATE:	November 13, 2025
PROJECT:	Consent Agenda: Year-to-date Financial Report
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, CGFM, Director of Finance & Administration

General Fund Financial Overview:

The chart below shows the revenue collections and expenditures trend for the last four full years and FY2026 year-to-date (YTD) through September 2025. Revenues have been higher than expenditures for the last four full years.



FY2026 YTD through September shows General Fund total revenues above the total budgeted amount with Building Safety Permits showing the largest impact, followed by Business Licenses. Total expenditures for September are below the total budget. Executive and Municipal Court are showing over for the month due to annual obligations paid earlier than in the prior year and Police is showing over for the month due to the purchase of Flock cameras and services.

FY26 General Fund Financial Overview

Revenues		Expenditures
\$2,323k	<i>YTD</i>	\$6,380k
171.4%	<i>% of Budget</i>	79.5%
\$1,356k	<i>YTD Budget</i>	\$8,022k

ATTACHMENTS:

1. General Fund
2. Stormwater Fund
3. Capital Improvement Program Fund
4. Debt Service Fund
5. Special Revenue Funds
6. Business License Statistics
7. Grant Index
8. Community Foundation of the Lowcountry Fund Balances



Town of Bluffton
Actual Versus Budget
For Period Ending September 30, 2025

Section XI. Item #1.

	Month of September 2025					Year-to-Date through September 30, 2025				
	FY 2025	FY 2026	More/(Less)	Budget	Over / (Under)	FY 2025	FY 2026	More/(Less)	Budget	Over / (Under)
Revenues										
Property Taxes	\$ 103,690	\$ 113,883	\$ 10,193	\$ 110,704	\$ 3,179	\$ 217,037	\$ 233,062	\$ 16,025	\$ 231,552	\$ 1,510
Licenses & Permits										
Business Licenses	126,825	90,913	(35,912)	106,196	(15,283)	241,514	273,763	32,249	198,379	75,384
MASC Telecommunications	302	16	(286)	295	(279)	302	16	(286)	295	(279)
MASC Insurance Tax Collection	1,563	205	(1,358)	1,362	(1,157)	1,563	205	(1,358)	1,362	(1,157)
Franchise Fees	-	-	-	-	-	91,816	102,304	10,488	82,543	19,761
Building Safety Permits	92,925	250,247	157,322	39,917	210,330	619,678	1,048,851	429,173	217,056	831,795
Application Fees	11,125	7,475	(3,650)	6,662	813	24,180	19,080	(5,100)	14,479	4,601
Total Licenses & Permits	232,740	348,856	116,116	154,432	194,424	979,053	1,444,219	465,166	514,114	930,105
Grants and Entitlements	-	-	-	-	-	179,032	187,983	8,951	176,825	11,158
Intergovernmental	-	-	-	-	-	-	-	-	-	-
Service Revenues	34,737	35,341	604	24,215	11,126	132,603	153,415	20,812	90,021	63,394
Fines & Fees	9,628	14,702	5,074	9,583	5,119	26,586	57,145	30,559	26,460	30,685
Interest Income	95,468	57,486	(37,982)	32,288	25,198	327,592	222,345	(105,247)	110,793	111,552
Miscellaneous Revenues	9,633	7,085	(2,548)	30,752	(23,667)	204,653	25,132	(179,521)	205,921	(180,789)
Total Revenues	485,896	577,353	91,457	361,974	215,379	2,066,556	2,323,301	256,746	1,355,686	967,615
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources & Transfers In	-	-	-	-	-	-	-	-	-	-
Total Revenues and Other Financing Sources	\$ 485,896	\$ 577,353	\$ 91,457	\$ 361,974	\$ 215,379	\$ 2,066,556	\$ 2,323,301	\$ 256,746	\$ 1,355,686	\$ 967,615
Expenditures										
Building Safety	\$ 57,047	\$ 54,902	\$ (2,145)	\$ 65,688	\$ (10,786)	\$ 195,427	\$ 182,149	\$ (13,278)	\$ 225,028	\$ (42,879)
Communications	49,423	22,890	(26,533)	29,573	(6,683)	171,074	96,621	(74,453)	102,363	(5,742)
Customer Service	18,207	19,734	1,527	20,492	(758)	56,172	56,912	740	63,221	(6,309)
Economic Development	53,386	48,800	(4,586)	53,386	(4,586)	154,313	154,292	(21)	154,313	(21)
Events & Venues	-	45,977	45,977	85,756	(39,779)	-	147,402	147,402	231,541	(84,139)
Executive	125,990	144,290	18,300	141,413	2,877	379,189	428,752	49,563	425,607	3,145
Finance & Administration	77,341	80,562	3,221	90,890	(10,328)	232,692	289,345	56,653	273,456	15,889
Human Resources	64,641	65,914	1,273	76,809	(10,895)	140,752	183,557	42,805	167,248	16,309
Information Technology	360,028	141,147	(218,881)	431,595	(290,448)	790,102	450,160	(339,942)	947,160	(497,000)
Municipal Court	29,965	50,240	20,275	31,291	18,949	88,787	114,366	25,579	92,714	21,652
Municipal Judges	12,285	10,482	(1,803)	12,695	(2,213)	27,104	24,569	(2,535)	28,008	(3,439)
Planning & Community Development	99,001	104,254	5,253	120,030	(15,776)	330,792	337,553	6,761	401,055	(63,502)
Police	738,701	872,842	134,141	853,661	19,181	2,272,852	2,229,336	(43,516)	2,654,422	(425,086)
Project Management	58,637	59,760	1,123	64,972	(5,212)	167,589	169,702	2,113	185,696	(15,994)
Public Services	268,544	230,249	(38,295)	333,845	(103,596)	587,043	639,616	52,573	729,792	(90,176)
Town Council	10,836	11,207	371	18,388	(7,181)	35,475	33,506	(1,969)	60,200	(26,694)
Town Wide	230,263	260,874	30,611	286,120	(25,246)	1,030,489	842,090	(188,399)	1,280,462	(438,372)
Total Expenditures	2,254,295	2,224,124	(30,171)	2,716,604	(492,480)	6,659,852	6,379,928	(279,924)	8,022,286	(1,642,358)
Other Financing Uses										
Contribution to Fund Balance	-	-	-	-	-	-	-	-	-	-
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	-	-	-	-	-
Total Transfers	-	-	-	-	-	-	-	-	-	-
Total Expenditures and Other Financing Uses	\$ 2,254,295	\$ 2,224,124	\$ (30,171)	\$ 2,716,604	\$ (492,480)	\$ 6,659,852	\$ 6,379,928	\$ (279,924)	\$ 8,022,286	\$ (1,642,358)



Town of Bluffton
Actual Versus Budget
For Period Ending September 30, 2025

Section XI. Item #1.

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	Month of September 2025					Year-to-Date through September 30, 2025				
	FY 2025	FY 2026	More/(Less)	Budget	Over / (Under)	FY 2025	FY 2026	More/(Less)	Budget	Over / (Under)
Revenues										
Stormwater Utility Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses & Permits										
NPDES Plan Review Fee	2,500	4,445	1,945	2,688	1,757	16,900	12,945	(3,955)	18,172	(5,227)
NPDES Inspection Fee	30,550	13,100	(17,450)	27,440	(14,340)	71,750	88,750	17,000	64,446	24,304
Total Licenses & Permits	33,050	17,545	(15,505)	30,128	(12,583)	88,650	101,695	13,045	82,618	19,077
Total Revenues	33,050	17,545	(15,505)	30,128	(12,583)	88,650	101,695	13,045	82,618	19,077
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources & Transfers In	-	-	-	-	-	-	-	-	-	-
Total Revenues and Other Financing Sources	\$ 33,050	\$ 17,545	\$ (15,505)	\$ 30,128	\$ (12,583)	\$ 88,650	\$ 101,695	\$ 13,045	\$ 82,618	\$ 19,077
Expenditures										
Watershed Management	\$ 93,334	\$ 127,754	\$ 34,420	\$ 236,420	\$ (108,666)	\$ 264,430	\$ 348,351	\$ 83,921	\$ 669,814	\$ (321,463)
Total Expenditures	93,334	127,754	34,420	236,420	(108,666)	264,430	348,351	83,921	669,814	(321,463)
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	-	-	-	-	-
Transfers Out to General Fund	-	-	-	-	-	-	-	-	-	-
Transfer Out to Debt Service	-	-	-	-	-	-	-	-	-	-
Contribution to Fund Balance	-	-	-	-	-	-	-	-	-	-
Total Transfers	-	-	-	-	-	-	-	-	-	-
Total Expenditures and Other Financing Uses	\$ 93,334	\$ 127,754	\$ 34,420	\$ 236,420	\$ (108,666)	\$ 264,430	\$ 348,351	\$ 83,921	\$ 669,814	\$ (321,463)



Town of Bluffton
Budget and Actual - Capital Improvement Program Fund
For Period Ending September 30, 2025

	YTD Estimated	Adopted Budget	Budget Amendments and Transfers	Revised Budget	Actual vs Budget Difference	Actual as % of Budget
Economic Development						
Buckwalter Place Multi-County Commerce Park Phase 2	\$ 3,643	\$ 1,514,455	(661,369)	\$ 853,086	\$ 849,443	0.4%
Total Economic Development	3,643	1,514,455	(661,369)	853,086	849,443	0.4%
Facilities						
Law Enforcement Center Facility Improvements	-	195,000	-	195,000	195,000	0.0%
Sarah Riley Hooks Cottage	156,100	1,162,350	435,401	1,597,751	1,441,651	9.8%
Town Facilities ADA Compliance Plan	-	100,000	-	100,000	100,000	0.0%
New Riverside Barn Park Event Lawn Pavilion - NEW	-	111,500	900,000	1,011,500	1,011,500	0.0%
New Riverside Barn Park Public Service Building - NEW	3,050	99,000	-	99,000	95,950	3.1%
Public Service Building Expansion & Watershed Facility - NEW	-	201,000	-	201,000	201,000	0.0%
Total Facilities	159,150	1,868,850	1,335,401	3,204,251	3,045,101	5.0%
Housing						
Affordable Housing Project	244,750	740,816	489,580	1,230,396	985,646	19.9%
Total Housing	244,750	740,816	489,580	1,230,396	985,646	19.9%
Information Technology Infrastructure						
Community Safety Cameras Phase 6	1,850	139,200	-	139,200	137,350	1.3%
Network Improvements	-	35,000	26,712	61,712	61,712	0.0%
Total Parks	1,850	174,200	26,712	200,912	199,062	0.9%
Land						
Land Acquisition	4,869,654	9,709,302	3,960,000	13,669,302	8,799,648	35.6%
Total Land	4,869,654	9,709,302	3,960,000	13,669,302	8,799,648	35.6%
Parks						
Park Improvements	4,084	60,000	65,000	125,000	120,916	3.3%
Oyster Factory Park	20,355	973,502	-	973,502	953,147	2.1%
New Riverside Park/Barn Site	97,673	2,142,000	(1,879,482)	262,518	164,845	37.2%
New River Trail	429,381	3,661,787	1,289,318	4,951,105	4,521,724	8.7%
Buckwalter Place Park Improvements	20,399	1,350,859	50,000	1,400,859	1,380,460	1.5%
Buck Island - Simmonsville Neighborhood Park - NEW	-	198,500	-	198,500	198,500	0.0%
Public Art	33,266	100,000	141,440	241,440	208,174	13.8%
New Riverside Barn Park Phase 2 Trail & Disc Golf - NEW	-	135,000	-	135,000	135,000	0.0%
Total Parks	605,158	8,621,648	(333,724)	8,287,924	7,682,766	7.3%
Roads						
Pathway Pedestrian Safety Improvements	18,177	460,235	115,182	575,417	557,240	3.2%
Calhoun Street Streetscape	3,110	427,230	89,593	516,823	513,713	0.6%
Wharf Street Lighting	-	69,500	175,060	244,560	244,560	0.0%
Boundary Street Streetscape	125	3,359,250	205,962	3,565,212	3,565,087	0.0%
Historic District Overhead Power Conversion	-	74,000	(13,200)	60,800	60,800	0.0%
Ghost Roads	-	376,000	13,201	389,201	389,201	0.0%
Total Roads	21,412	4,766,215	585,798	5,352,013	5,330,601	0.4%
Stormwater and Sewer						
Sewer Connections Policy	-	459,046	150,189	609,235	609,235	0.0%
Historic District Sewer Extension Phase 4	89,252	575,760	3,079	578,839	489,587	15.4%
Historic District Sewer Extension Phase 5	139	183,920	332,859	516,779	516,640	0.0%
Historic District Sewer Extension Phase 6	-	201,700	442,776	644,476	644,476	0.0%
Bridge Street Streetscape	14,804	1,593,313	118,040	1,711,353	1,696,549	0.9%
Comprehensive Drainage Plan Improvements	-	84,500	121,500	206,000	206,000	0.0%
Stoney Crest Campground/Old Palmetto Bluff Rd	962,603	1,352,432	-	1,352,432	389,829	71.2%
Pritchard Street Drainage Improvements	8,138	1,224,366	1,318,634	2,543,000	2,534,862	0.3%
Total Stormwater and Sewer	1,074,936	5,675,037	2,487,077	8,162,114	7,087,178	13.2%
Total CIP Expenditures	\$ 6,980,553	\$ 33,070,523	\$ 7,889,475	\$ 40,959,998	\$ 33,979,445	17.0%



Town of Bluffton
Actual Versus Budget
For Period Ending September 30, 2025

Section XI. Item #1.

	Month of August 2025					Year-to-Date through August 31, 2025				
	FY 2025	FY 2026	More/(Less)	Budget	Over / (Under)	FY 2025	FY 2026	More/(Less)	Budget	Over / (Under)
Revenues										
Property Taxes										
Real & Personal Property Tax (TIF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GO Bond Debt Service Property Tax	7,599	-	(7,599)	7,982	(7,982)	7,873	12,718	4,845	8,270	4,448
Total Property Tax	7,599	-	(7,599)	7,982	(7,982)	7,873	12,718	4,845	8,270	4,448
Licenses & Permits										
Municipal Improvement District Fee	-	-	-	-	-	-	-	-	-	-
Interest Income	10,137	3,049	(7,088)	6,540	(3,491)	31,919	9,829	(22,090)	20,593	(10,764)
Miscellaneous Revenues	-	-	-	-	-	-	-	-	-	-
Total Revenues	<u>17,736</u>	<u>3,049</u>	<u>(14,687)</u>	<u>14,523</u>	<u>(11,474)</u>	<u>39,792</u>	<u>22,547</u>	<u>(17,245)</u>	<u>28,863</u>	<u>(6,316)</u>
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources & Transfers In	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Revenues and Other Financing Sources	<u>\$ 17,736</u>	<u>\$ 3,049</u>	<u>\$ (14,687)</u>	<u>\$ 14,523</u>	<u>\$ (11,474)</u>	<u>\$ 39,792</u>	<u>\$ 22,547</u>	<u>\$ (17,245)</u>	<u>\$ 28,863</u>	<u>\$ (6,316)</u>
Expenditures										
Series 2014 TIF Bonds Debt Service										
Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-	-	-	-	-	-
Series 2022 TIF Bonds Debt Service										
Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-	-	-	-	-	-
Series 2020 GO Bonds Debt Service										
Principal	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	61,025	54,650	(6,375)	54,650	-
Series 2020A GO Bonds Debt Service										
Principal	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>61,025</u>	<u>54,650</u>	<u>(6,375)</u>	<u>54,650</u>	<u>-</u>
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	179,058	-	(179,058)	1,305,781	(1,305,781)	-	-	-	-	-
Total Transfers	<u>179,058</u>	<u>-</u>	<u>(179,058)</u>	<u>1,305,781</u>	<u>(1,305,781)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures and Other Financing Uses	<u>\$ 179,058</u>	<u>\$ -</u>	<u>\$ (179,058)</u>	<u>\$ 1,305,781</u>	<u>\$ (1,305,781)</u>	<u>\$ 61,025</u>	<u>\$ 54,650</u>	<u>\$ (6,375)</u>	<u>\$ 54,650</u>	<u>\$ -</u>



Town of Bluffton
Special Revenue Accounts
For Period Ending September 30, 2025

Section XI. Item #1.

FY2026														Original Estimate
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	512	616	659											1,097,875
Local Accommodations Tax	2,117	164,745	133,309											1,322,792
Hospitality Tax	4,562	336,180	358,387											4,261,955
Total Revenues	7,191	501,541	492,355	-	-	-	-	-	-	-	-	-	-	6,682,622

FY2025														Original Estimate
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	1,571	1,830	1,559	1,417	271,078	697	632	290,058	673	664	174,809	549	435,462	1,180,999
Local Accommodations Tax	2,700	60,640	138,169	122,416	194,338	192,218	129,925	55,057	93,013	177,747	230,699	217,123	191,598	1,805,643
Hospitality Tax	8,468	281,963	305,218	314,531	351,835	411,775	348,925	294,270	311,950	420,178	370,020	422,794	392,612	4,234,539
Total Revenues	12,739	344,433	444,946	438,364	817,251	604,690	479,482	639,385	405,636	598,589	775,528	640,466	1,019,672	7,221,181

FY2026 VS FY2025 (more / (less))													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13
Revenues													
State Accommodations Tax	(1,059)	(1,214)	(900)										
Local Accommodations Tax	(583)	104,105	(4,860)										
Hospitality Tax	(3,906)	54,217	53,169										
Total Revenues	(5,548)	157,108	47,409	-	-	-	-	-	-	-	-	-	-

FY2024														Original Estimate
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	1,533	1,721	1,963	237,553	1,773	2,006	249,085	1,857	2,041	161,350	1,868	1,570	457,086	1,121,406
Local Accommodations Tax	5,551	152,136	108,061	124,885	176,611	171,277	117,868	70,760	89,999	183,177	210,129	186,173	269,837	1,866,464
Hospitality Tax	54,512	340,435	282,100	283,048	355,917	349,776	385,693	223,058	314,287	383,243	392,360	423,103	345,958	4,133,490
Total Revenues	61,596	494,292	392,124	645,486	534,301	523,059	752,646	295,675	406,327	727,770	604,357	610,846	1,072,881	7,121,360

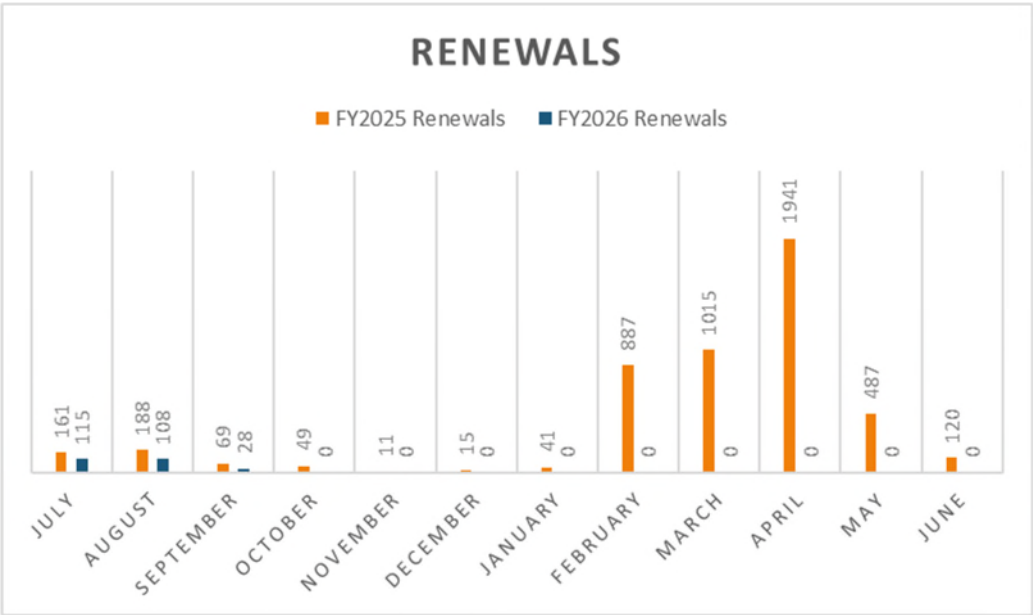
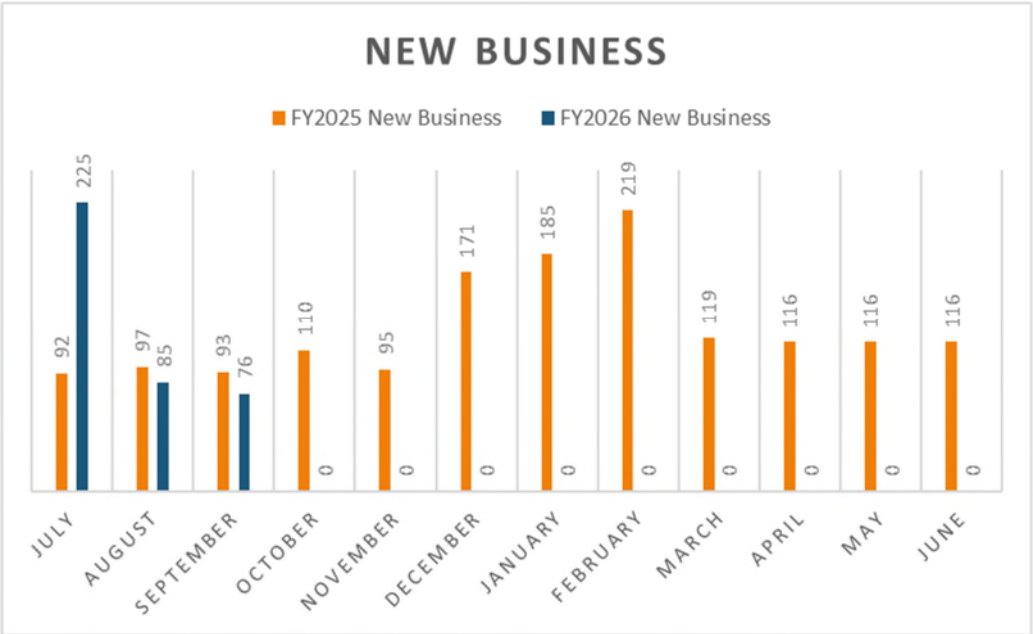
FY2025 VS FY2024 (more / (less))													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13
Revenues													
State Accommodations Tax	38	109	(404)	(236,136)	269,305	(1,309)	(248,453)	288,201	(1,368)	(160,686)	172,941	(1,021)	(21,624)
Local Accommodations Tax	(2,851)	(91,496)	30,108	(2,469)	17,727	20,941	12,057	(15,703)	3,014	(5,430)	20,570	30,950	(78,239)
Hospitality Tax	(46,044)	(58,472)	23,118	31,483	(4,082)	61,999	(36,768)	71,212	(2,337)	36,935	(22,340)	(309)	46,654
Total Revenues	(48,857)	(149,859)	52,822	(207,122)	282,950	81,631	(273,164)	343,710	(691)	(129,181)	171,171	29,620	(53,209)

FY2023														Original Estimate
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	400	468	509	256,141	783	897	229,281	916	1,155	145,283	1,388	1,466	484,835	1,123,522
Local Accommodations Tax	614	173,603	126,868	137,517	152,941	158,074	114,639	63,354	83,215	24,975	331,683	187,863	176,432	1,731,779
Hospitality Tax	4,685	255,181	281,079	312,591	335,754	307,857	291,337	235,565	310,100	87,619	491,342	352,679	405,875	3,671,664
Total Revenues	5,699	429,252	408,456	706,249	489,478	466,828	635,257	299,835	394,471	257,876	824,412	542,009	1,067,142	6,526,964

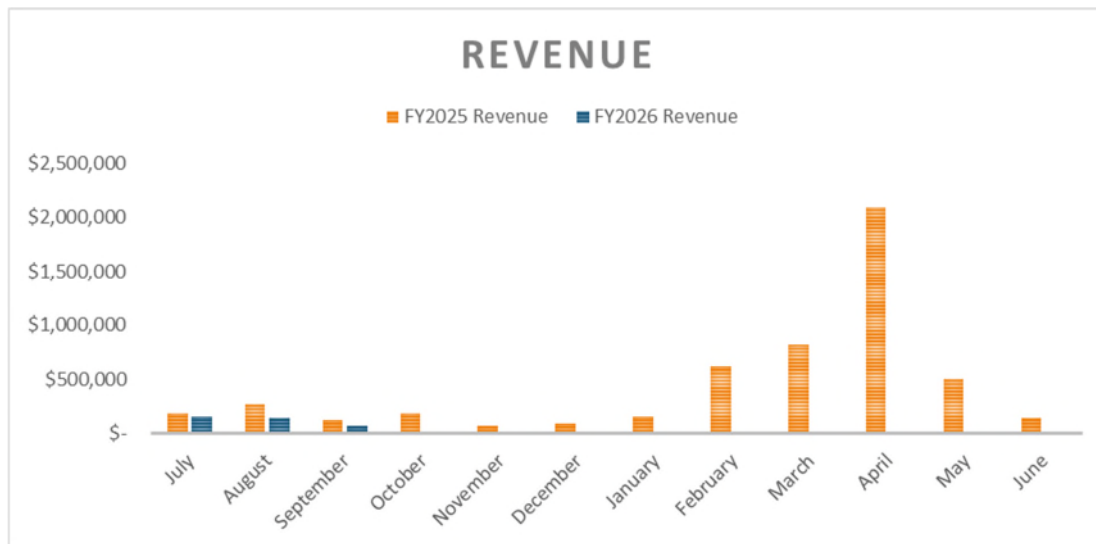
FY2024 VS FY2023 (more / (less))													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13
Revenues													
State Accommodations Tax	1,133	1,253	1,454	(18,588)	990	1,109	19,804	941	886	16,067	480	104	(27,749)
Local Accommodations Tax	4,937	(21,467)	(18,807)	(12,632)	23,670	13,203	3,229	7,406	6,784	158,202	(121,554)	(1,690)	93,405
Hospitality Tax	49,827	85,254	1,021	(29,543)	20,163	41,919	94,356	(12,507)	4,187	295,624	(98,982)	70,424	(59,917)
Total Revenues	55,897	65,040	(16,332)	(60,763)	44,823	56,231	117,389	(4,160)	11,856	469,894	(220,055)	68,837	5,739

Business License Statistics:

Business License applications for FY2026 through September total 637 (386 new business and 251 renewals) compared to FY2025’s total of 700 (282 new business and 418 renewals).



Business license renewals reflect a decrease of 59% or 41 and revenue collections decreased 67% or \$71,515 for the month of September when compared to last year as more businesses renewed timelier this year. Business license revenue generated through permits increased by 86% or \$17,667.



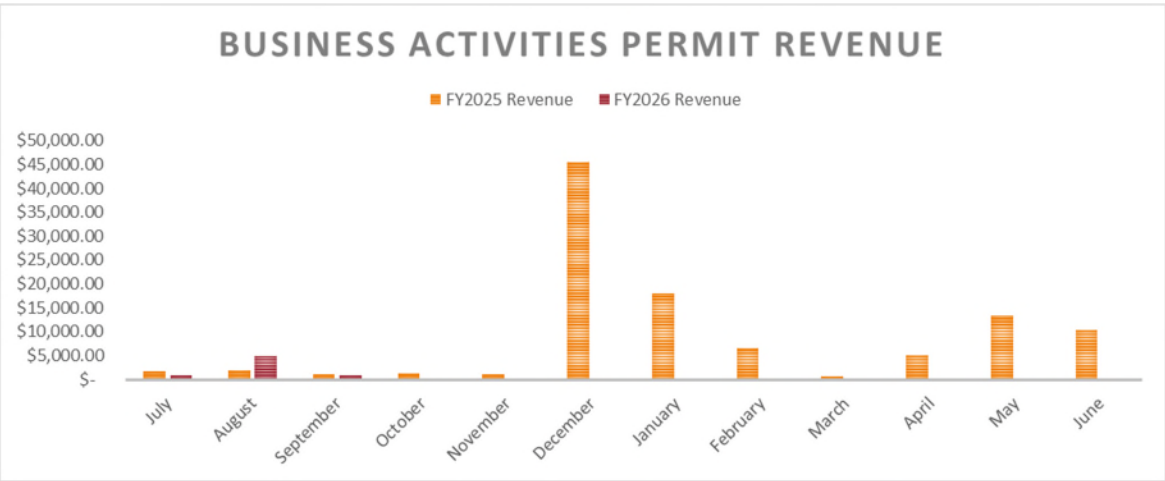
The amended ordinance that went into effect January 1st, 2019 included additional incentives for new businesses and businesses with multiple locations within the Town. For the 2025 business license renewals, there were five hundred, nineteen (519) renewals eligible for an incentive.

Incentive	Number of Businesses	Gross Income Deducted	Total Incentive Amount
10%	196	\$ 4,844,151	\$ 7,250
20%	229	8,218,746	56,973
40%	185	13,954,412	94,8241
CAP	13	266,898,685	367,573
2+	300	9,923,607	12,618
Grand Total	923	303,839,601	\$ 539,235

Rate Class	Number of Businesses	Total Incentive Amount
1	141	\$ 144,035
2	24	3,564
3	48	2,699
4	106	87,335
5	55	52,852
7	498	12,072
8.1	48	218,918
8.6	1	138
9.3	2	17,622
Grand Total	923	\$ 539,235

Included in the Business License Revenue are permits for both Mobile Vending and Short-Term Rental.

- Mobile Vending Permit (MVP): \$400 for a calendar year
 - Two (2) MVPs issued in September
 - Thirty-seven (37) are compliant
 - Two (2) are non-compliant
 - None are pending
 - There are thirty-nine (39) identified Mobile Vending businesses
- Short-Term Rental Permit (STRP): \$325 for a calendar year
 - Zero (0) STRPs issued in September
 - Two hundred and forty-one (241) STRPs are compliant with a permit
 - Twenty-seven (27) are non-compliant
 - Nine (9) are in-process
 - There are two hundred and seventy-seven (277) properties identified



Grant Program / Name	Federal/ State/ Other	Grant #	Town Project Description	Department	Status	Amount Funded by Grant	Town's Match	Total Project Amount	Date of Award	Grant Start Date	Grant Expiration
South Carolina Infrastructure Investment Program (SCIIP)	Federal	A-23-C015	Stoney Crest area septic to sewer; local match split equally among Town, Beauf.Co, and BJWSA.	Stormwater	AWARDED TO BJWSA	\$ 5,925,000.00	\$1,975,000 divided equally among Town, County, and BJWSA	\$ 7,900,000.00	04/27/23	04/24/23	6/1/2026
American Rescue Plan Act (ARPA) grant from the State and Local Fiscal Recovery Fund (SLFRF)	Federal	SLT-5134	coronavirus recovery, Entitlement community with Tier 5 reporting	Finance	Active	\$ 1,982,471.00	none	\$ 1,982,471.00	05/27/21	03/03/21	obligated by 12/31/2024 expended by 12/31/2026
Nonpoint Source Implementation Program - Section 319(h) of the Clean Water Act	Federal	EQ-3-544	May River Watershed Action Plan, Phase VI - stormwater retrofit (Pritchard St)	Stormwater / CIP	Active	\$ 124,577.00	\$ 83,398.00	\$ 207,975.00	11/16/22	11/16/22	11/15/2025
Nonpoint Source Implementation Program - Section 319(h) - Clean Water Act	Federal	EQ-4-318	May River Phase VII - HD Sewer Phases 4-6	CIP	Active	\$ 529,850.00	\$ 367,920.00	\$ 897,770.00	6/16/2023	2/29/2024	9/30/2027
FY24 COPS Technology and Equipment Program Invitational Solicitation	Federal	15JCOPS-24-GG-02292	equipment for PD	Police	Active	\$ 1,348,000.00	none	\$ 1,348,000.00	9/30/2024	3/9/2024	3/31/2026
FY23 State and Local Cybersecurity Grant Program	Federal	23SLCGP14	cybersecurity project	IT	Active	\$ 79,500.00	\$ 15,900.00	\$ 95,400.00	6/18/2025	6/1/2025	5/31/2026
State of South Carolina and Subrecipient Public Assistance Funding - Hurricane Helene	Federal	Agreement A47118	4829, Helene	Exec	Active	\$ 99,209.56	none; state match	\$ 113,773.84	4/15/2025	9/29/2024	until FEMA closes
State of South Carolina and Subrecipient Public Assistance Funding - Tropical Storm Debby	Federal	Agreement 6882F6	4835, Debby	Exec	Active	\$ 70,517.87	none; state match	\$ 92,554.69	4/18/2025	9/29/2024	until FEMA closes

FY24 State Appropriation Act	State	none	New River Linear Trail	CIP	Active	\$ 2,000,000.00	\$ 705,172.00	\$ 2,705,172.00	10/16/2023	10/16/2023	10/15/2026
National Opioid Guaranteed Political Subdivision Subfund	State	none	Opioid settlement money	Police	Active	\$ 30,400.00	none	\$ 30,400.00	7/15/2024	7/1/2024	6/30/2025
South Carolina Power Team Site Readiness Fund (SRF) Grant	Local	n/a	economic development for Buckwalter MCIP, Building A	Exec	Active	\$ 1,000,000.00	\$ 2,715,365.00	\$ 4,045,365.00	6/25/2024	11/13/2024	12/31/2025
FY25 State Appropriation Act	State	none	K9 program	Police	Active	\$ 50,000.00	none	\$ 50,000.00	7/24/2024	7/1/2024	6/15/2026
State of South Carolina and Subrecipient Public Assistance Funding - Hurricane Helene	State	Agreement A47118	4829, Helene	Exec	Active	\$ 14,564.28	none	see Federal project	4/15/2025	9/29/2024	until FEMA closes
State of South Carolina and Subrecipient Public Assistance Funding - Tropical Storm Debby	State	Agreement 6882F6	4835, Debby	Exec	Active	\$ 22,036.82	none	see Federal project	4/18/2025	9/29/2024	until FEMA closes
School Safety Program FY26 (School Resource Officer)	State	SR-018-C0702-26	continued funding for six SROs in FY26	Police	Active	\$ 540,346.00	none	\$ 540,346.00	7/28/2025	7/1/2025	6/30/2026
Palmetto Pride Tree Grant	Local/Non-Profit	none	Tree grant for 257 trees	Public Works	Active				9/30/2025	10/1/2025	9/30/2026
Sarah Riley Hooks Cottage Restoration	Local	25S-015-06102025	ATAX award for Sarah Riley Hooks Cottage	CIP	Active	\$ 257,304.00	\$ 600,000.00	\$ 857,680.00	7/16/2025	6/1/2025	5/31/2026

\$ 8,148,776.53

Hazard Mitigation Grant Program	Federal		Historic District drainage	Watershed	pre-app approved 5/5/25; full application due 8/29/25	\$ 287,625.00	\$ 35,875.00	\$ 383,500.00			
National Coastal Resiliency Fund	private non-profit but this money is primarily Federal.		Planning Assessment for Wetlands Mitigation	Watershed	full application due 7/18/25; determination by 12/2025; awards between March and June 2026.	\$ 124,793.00	\$ -	\$ 145,058.00			
Land and Water Conservation Fund	Federal		New Riverside Barn Park Phase 2	CIP	pre-app filed 9/11; full app due 12/5	\$ 1,000,000.00	\$ 1,000,000.00	\$ 2,000,000.00			

	As of September 2025					
	Bluffton Police Department Benevolence Fund		Mayor's Stay Safe Bluffton Scholarship Fund		Town of Bluffton Parks & Public Art Fund	
	Sept. 2025	FY through Sept. 2025	Sept. 2025	FY through Sept. 2025	Sept. 2025	FY through Sept. 2025
Beginning Balance	\$ 140,115.92	\$ 139,272.80	\$ 26,100.81	\$ 25,473.25	\$ 3,966.13	\$ 3,945.09
Contributions & Investement Activity						
Contributions to Fund	\$ -	\$ 100.00	\$ 2,582.50	\$ 3,082.50	\$ -	\$ 14.08
Interest & Dividend Income	128.97	770.03	25.06	144.41	3.65	7.01
Investment Income & Losses	130.67	232.73	25.38	44.39	3.70	7.30
Total Contributions & Investment Activity	259.64	1,102.76	2,632.94	3,271.30	7.35	28.39
Expenses						
Distributions - Grants	-	-	-	-	-	-
Distributions - Program Expenses	-	-	-	-	-	-
Fees - Administrative & Investment	524.11	524.11	99.29	99.29	-	-
Fees - Credit Card Processing	-	-	-	10.80	-	-
Total Expenses	524.11	524.11	99.29	110.09	-	-
Net Change to Fund Balance	\$ (264.47)	\$ 578.65	\$ 2,533.65	\$ 3,161.21	\$ 7.35	\$ 28.39
Pending Contributions						
Total Pending Contributions		\$ -		\$ -		\$ -
Pending Expenses						
Total Pending Expenses		-		-		-
Projected Ending Balance		\$ 139,851.45		\$ 28,634.46		\$ 3,973.48

TOWN COUNCIL



STAFF REPORT Human Resources Department

MEETING DATE:	November 13, 2025
PROJECT:	October 2025 Activity Report
PROJECT MANAGER:	Anni Evans, Director of Human Resources

Human Resources Summary:

New Hire: 3

Jeremy Bullock
Title: Grants Administrator
Start date: October 2, 2025
Department: Finance Department

Caroline Luke
Title: Planner
Start date: October 20, 2025
Department: Growth Management

Peyton Chrijapin
Title: Public Services Intern
Start date: October 30, 2025
Department: Public Services

Exits: 2

Lizeth Trujillo
Title: Customer Service Supervisor
Exit date: October 22, 2025
Department: Customer Service, Growth Mgmt.

Joseph Whoriskey
Title: Crossing Guard
Exit date: October 18, 2025
Department: Police

Promotions: 2

David Berver
Title: PT Welcome Center Coordinator
Start date: October 30, 2025
Department: Events and Venues

Gregg Evans
Title: Public Services Supervisor-Facilities Maint.
Start date: October 30, 2025
Department: Public Services

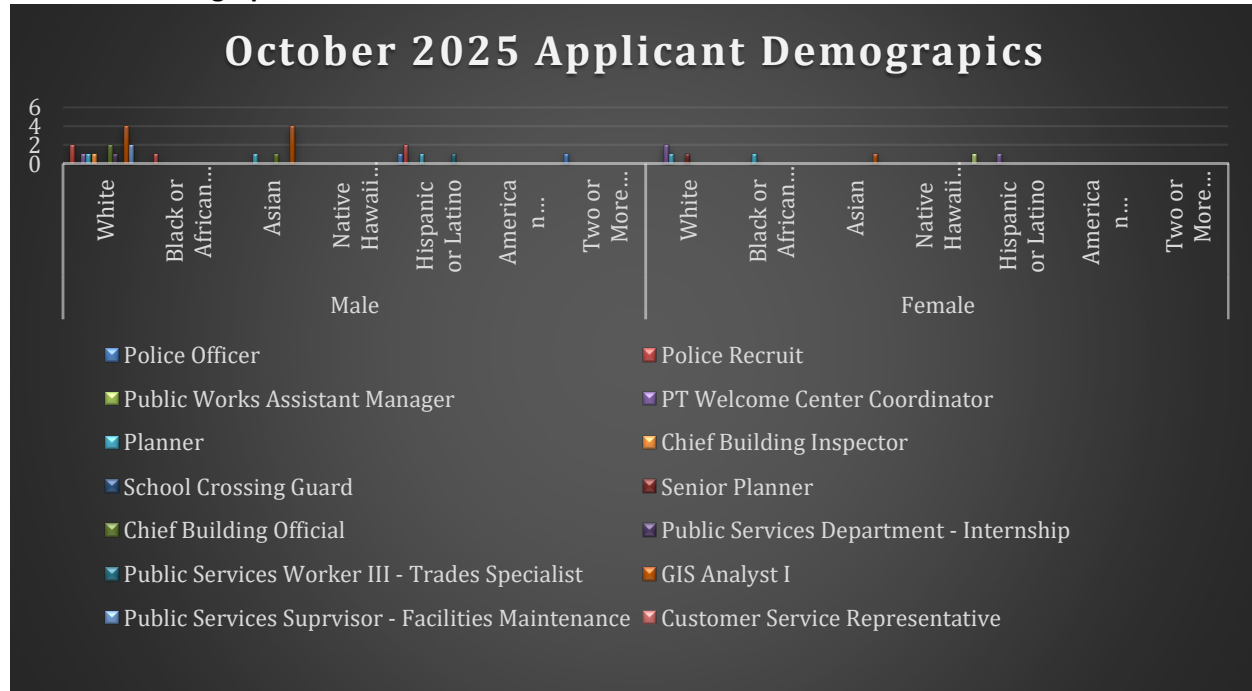
Jobs posted:

Police Officer
Police Recruit
Planner
Senior Planner
Public Works Assistant Manager
PT Welcome Center Coordinator
Chief Building Official
Public Services - Intern

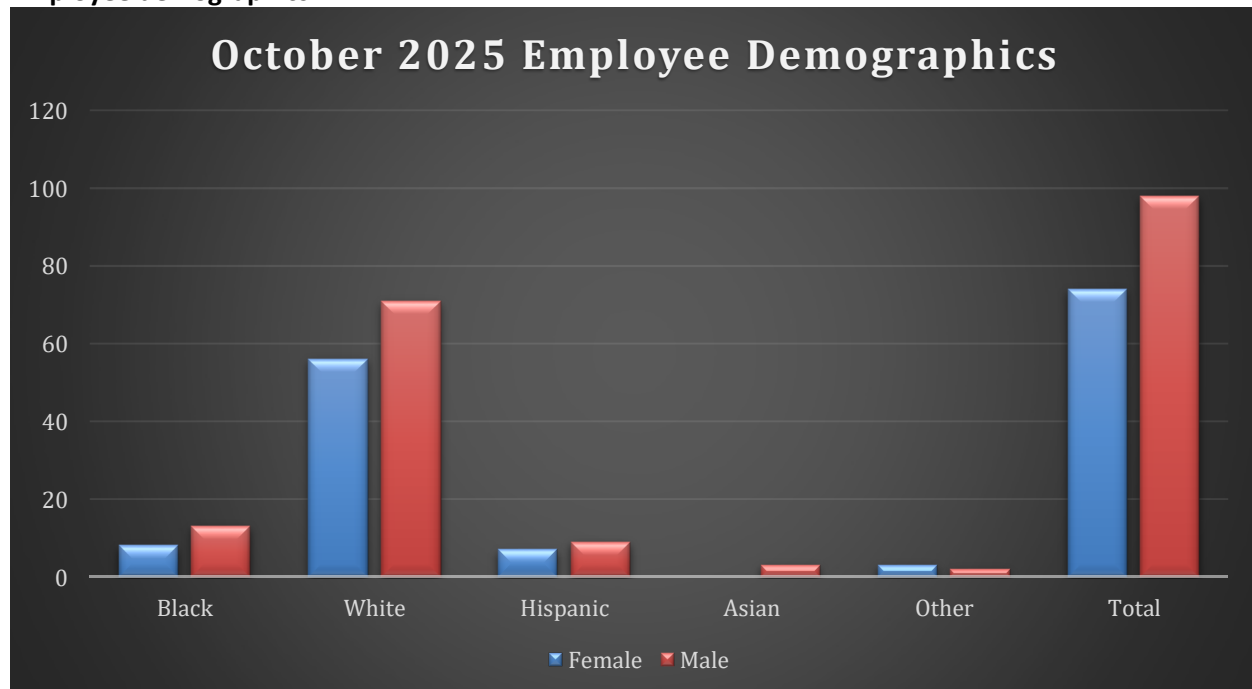
Chief Building Inspector
Crossing Guard
Customer Service Representative
GIS Analyst
Growth Management Operations Supervisor
Public Services Supervisor – Facilities Maintenance
Public Services Worker III – Trades Specialist

- Birthday/Anniversary Celebration – 10/22/25 Dessert Bar
- Wellness Events:
 - Breast Cancer Awareness Month
 - Email Information campaign and Wear it Pink Day: 10/24/25
 - October Annual Step Challenge
 - *Over 4.4 million steps logged for the month!!*
 - October Open Enrollment – over 54 changes made

Candidate demographics:



Employee demographics:



TOWN COUNCIL



STAFF REPORT

Municipal Court Department

MEETING DATE:	November 13, 2025
PROJECT:	September Activity Report
PROJECT MANAGER:	Lisa Cunningham, Clerk of Court

Court Summary

Town of Bluffton Municipal Court convenes every Tuesday morning. In September 2025 a total of five morning sessions. The Municipal Court currently has 380 cases pending which is a combination of 325 criminal/traffic cases, 20 jury trial requests, and 35 defendants enrolled in alternative programs.

Indigent Defense cases

Town of Bluffton currently contracts with the Law Office of Carol Miller to provide Indigent Defense Counsel to all defendants who meet the Annual Federal Poverty Guidelines. Year to date our Indigent Defense Attorney has 28 pending as of September 2025.

Alternative Programs

Defendants are sometimes offered the opportunity to complete Alternative Programs in lieu of convictions on their traffic and/or criminal record.

There are currently 18 active participants in the Conditional Discharge Program. The Conditional Discharge Program requires the completion of 40 hours of community service as well as a drug and alcohol program. Participants must also pay a program fee of \$150.00 upon completion.

There are currently 7 active participants in the Alive@25 classes which are offered through the National Safety Council. Alive@25 classes are for traffic offenders under 25 years of age who have never had a traffic infraction and the current charge pending carries no more than 4 points.

Traffic Education Program referred to as TEP has 4 active participants. The TEP Program cost is \$280.00 plus the cost of online driving class. It is designed for offenders who have pending moving violations except for Driving under the Influence, Driving under Unlawful Alcohol Concentration, and Reckless Driving.

Alcohol Education Program referred to as AEP has 0 active participants. AEP is only inclusive for alcohol related charges such as minor in possession of alcohol or false identification for

offenders between the ages of 17-21. AEP costs \$250.00 plus the cost of online driving class and alcohol education classes.

Pre-Trial Intervention referred to as PTI has 6 active participants. PTI is a program for first-time offenders charged with non-violent crimes all charges are accepted in the program except for Driving Under Influence (DUI) or Driving under Unlawful Alcohol Concentration (DUAC). Program cost \$350.00 plus the cost of online driving class, counseling and/or drug testing.

TEP, AEP, and PTI are directly managed through the Solicitors office. The Court provides a referral and the Solicitors Office provides a completion or termination report upon completion date.



Town of Bluffton Municipal Court

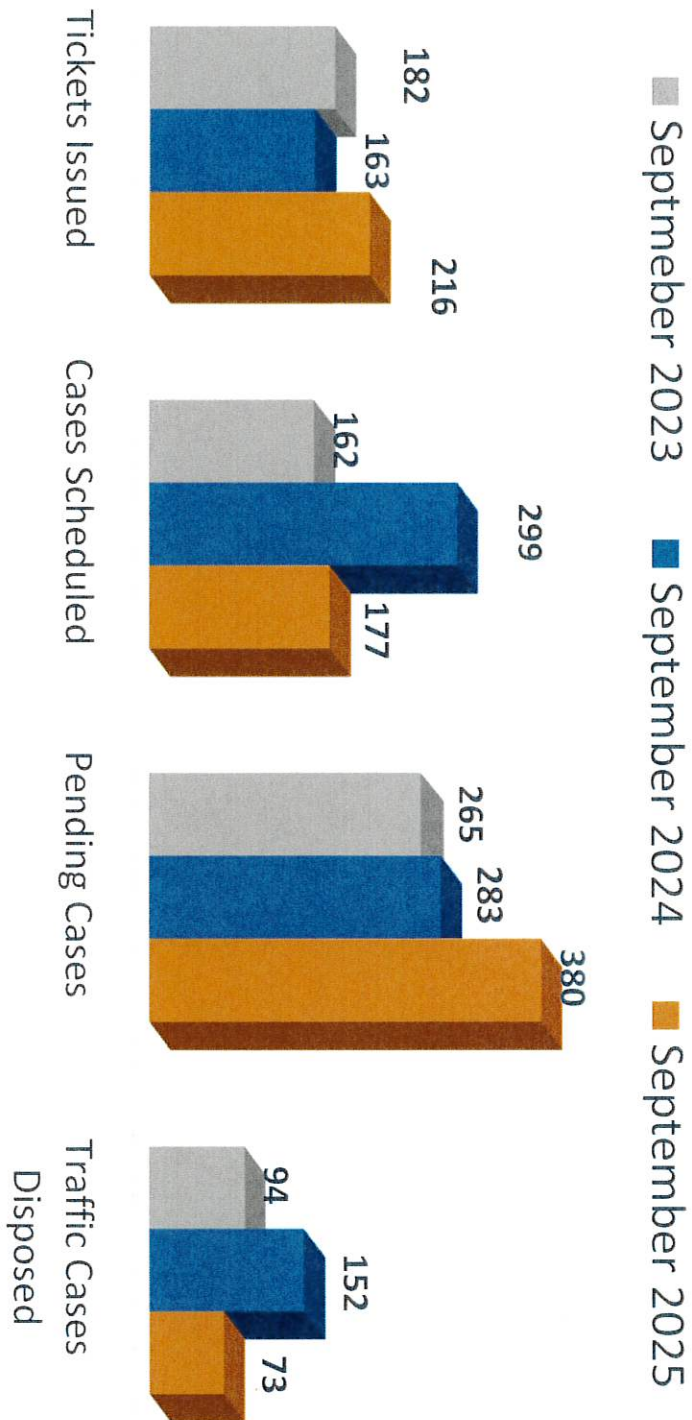
Statistics for September 2025

Presented by:

Lisa Cunningham, Clerk of Court

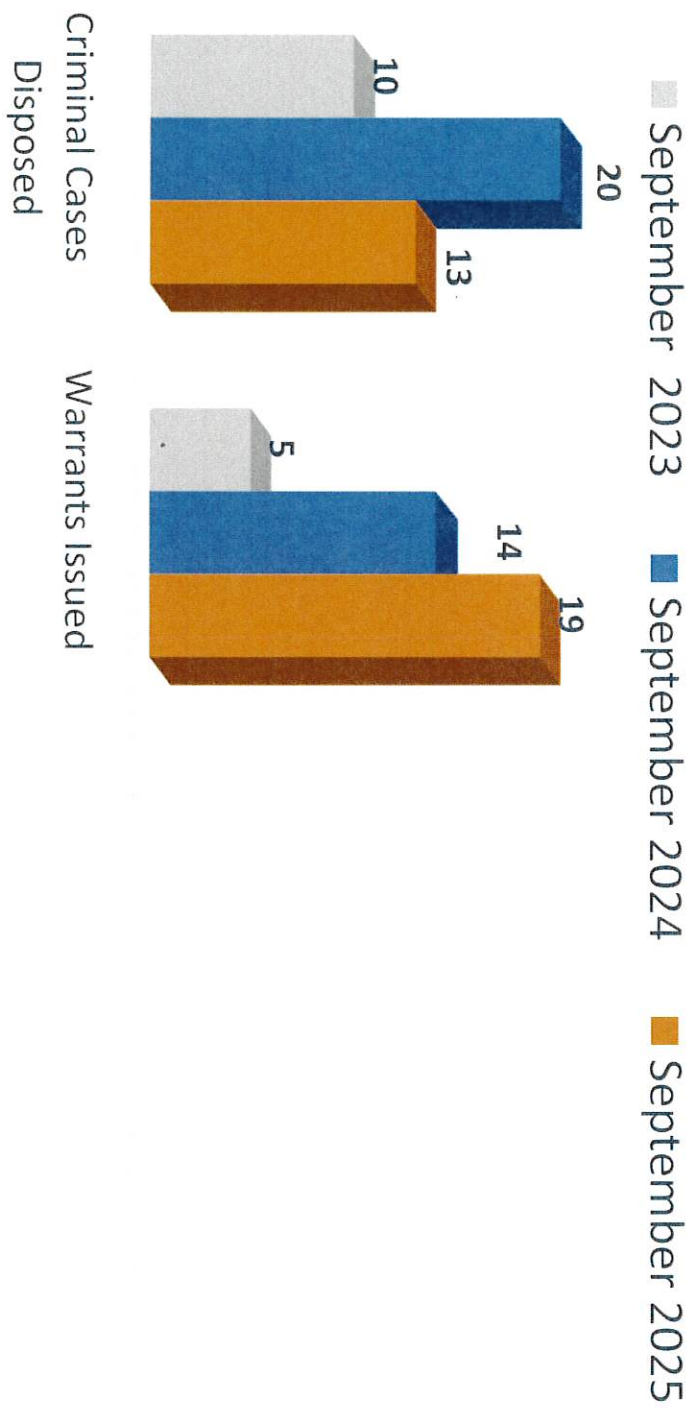


Town of Bluffton Municipal Court



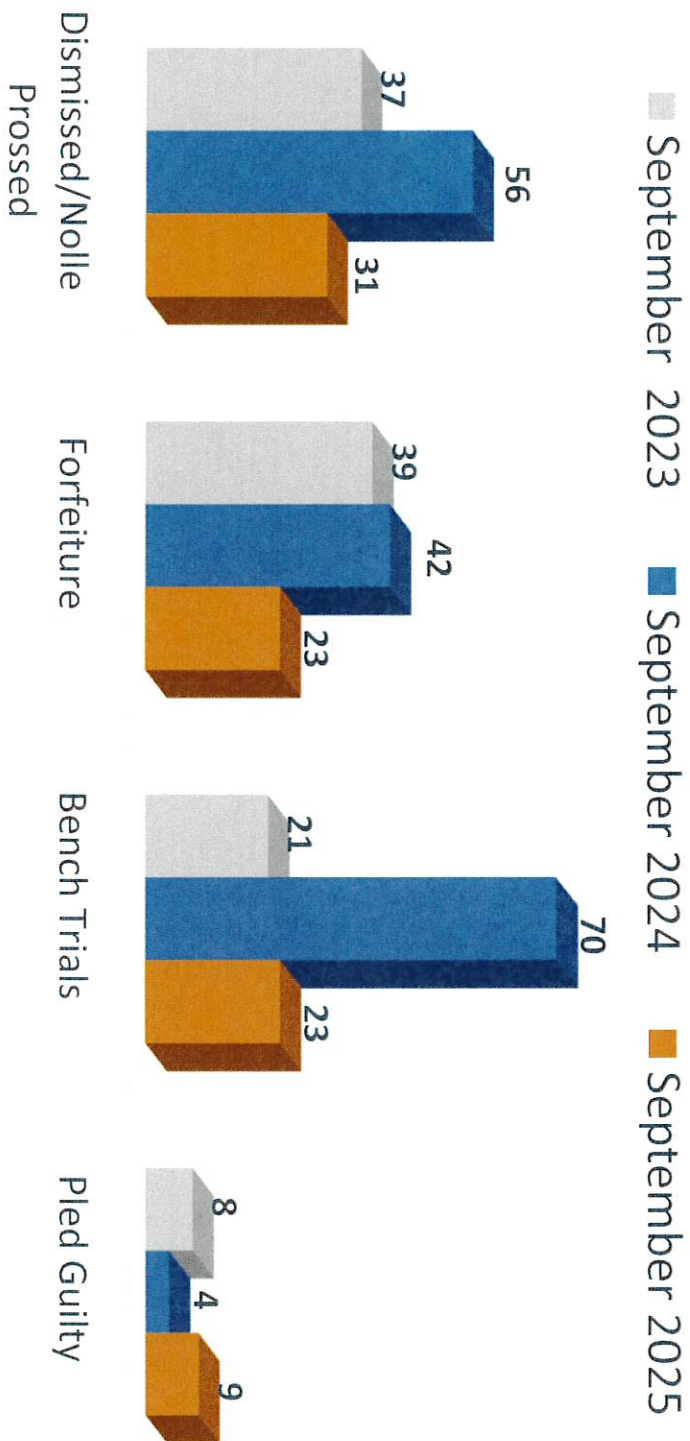


Town of Bluffton Municipal Court





Town of Bluffton Municipal Court





Town of Bluffton Municipal Court

Terminology

- **Disposition** the ruling of the court, the final outcome of the violation.
- **Dismissed** no prosecution because either a program was completed, or motion granted.
- **Nolle Prosequi** the prosecutor or officer did not wish to prosecute the case.
- **Forfeiture** the bond was posted, and defendant did not appear for court, so it was converted to a fine.
- **Guilty Bench Trial** the Judge ruled in favor of the State.
- **Not Guilty Bench Trial** the Judge ruled in favor of the Defendant.
- **Pled Guilty** the defendant did not contest the violations.
- **Disposed** the case is no longer pending and a disposition has been indicated.
- **Pending** the cases awaiting trial or currently enrolled in a program

TOWN COUNCIL

STAFF REPORT
Projects and Watershed Resilience Department



MEETING DATE:	November 13, 2025
SUBJECT:	Projects and Watershed Resilience Department Monthly Report
PROJECT MANAGER:	Kimberly Washok-Jones, Department Director

CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

Administrative Update

- No activity to report.

FACILITIES

1. Law Enforcement Center Facility Improvements

- Pending Council direction resulting from Creech and Associates’ space needs assessment study.

2. Sarah Riley Hooks Cottage

- Framing is **complete**. MEP sub-ups are underway.
- **Next Steps:**
 - Continue cottage reconstruction through FY26.
 - Update site development plans and Public Project approval per SCDOT comments.
 - Post solicitation for site and landscape development construction in late November 2025.

3. New Riverside Barn Park – Public Services Building

- Architectural Plans, Site Development Plans and easements are **complete**.
- **Next Steps:**
 - Complete structural design and permitting in FY26.
 - Prepare bid solicitations in Spring 2026 for building and site development construction.

4. New Riverside Barn Park – Event Lawn Pavilion

- Foundation and block construction is **complete**. Awaiting delivery of timber trusses.
- **Next Steps:**
 - Construction is planned to be completed in February 2026.

5. Public Services Expansion and Watershed Facility

- Ordered wetland surveys to determine developable land for expansion.

HOUSING

1. Town of Bluffton Affordable Housing Project – The May

- WorkForce State of Mind partnership to construct 12 units at 1095 May River Rd.
- Workforce State of Mind states they anticipate construction to be complete in the 1st quarter of 2026.

- **Next Steps:**

- Staff continues to review applications for payment.
- Coastal States Bank will start accepting mortgage applications depending on construction progress.

PARKS

1. Park Improvements

- Council provided feedback at October Quarterly Workshop on location of second pavilion for Oscar Frazier Park.
- **Next Steps:**
 - Churchich Recreation and Design began construction of DuBois swing replacement and turf in November 2025. Anticipated to last two (2) weeks.
 - Prepare final design of a proposed second pavilion at Oscar Frazier Park.

2. Oyster Factory Park

- Shearlock Engineering completed Structural Engineering design for the pavilion column base details.
- Architect working on CDs of restroom expansion.
- **Next Steps:**
 - Continue coordinating construction of food truck road with Events & Venues.
 - Post bid package for pavilion post replacement.
 - Complete plans and bid packages for the restroom expansion.

3. Oscar Frazier Park

- Splash Pad **complete**. Working with contractors on warranty replacements and pavement improvements.

4. New Riverside Barn/Park

- Obtained Certificate of Occupancy for the barn.
- Barn and event area landscaping is **substantially complete**.
- Issued Change Order for the Event Pavilion.
- **Next Steps:**
 - Nix Construction to continue all the above.
 - Construction of Barn and Event Pavilion is planned to be completed and open to the public in February 2026.

5. New Riverside Barn Park – Phase 2 Trails & Disc Golf

- Engineering Design for the Phase 2 trails is **complete** and permitting is underway.
- Wood and Partners continue with disc golf design.
- **Next Steps:**
 - Complete design and permitting for all above in FY26.
 - Construction for all above is proposed to begin in FY27, subject to funding availability.

6. New River Linear Trail

- BPD enforcing no trespassing for public safety until construction is completed in summer 2026.
- Completed construction fencing, surveying, silt fencing, erosion control, debris mulching, and pathway subbase.
- **Next Steps:**
 - Bridge 3 construction starts mid-November.

7. Buckwalter Place Park Improvements

- **Completed** Phase 1.
- Wood + Partners completed CDs for Phases 2 and 3.
- GHD engaged for geotechnical surveying.
- **Next Steps:**
 - Public Art Committee considering sunken art room options.
 - Phases 2 and 3 construction contract to be presented for Council approval in December 2025.

STORMWATER & SEWER

1. Historic District Sewer Extension Phases 4 through 6 – Lawrence, Green and Water Streets

- Main line construction for HD Sewer is nearing completion.
- Green Street design modifications to account for Boundary Street drainage is **complete** and permit resubmittals underway.
- Construction modifications on Water Street to accommodate water line conflict **completed** in mid-November.
- **Next Steps:**
 - Upon main line completion contractor to test system, BJWSA to accept system, then BJWSA to receive permit to operate from DES, then tie residents into sewer system.
 - Negotiations with residents for rights of entry and information on sewer connections and construction sequencing on-going.

2. Comprehensive Drainage Plan Improvements

- Draft Engineering Report for Crooked Cove review **completed**, comments being compiled and field meeting to be scheduled to discuss recommended projects.
- Engineering Report for Guerrard Cove in development.
- SCEMD HMGP for Huger and Verdier Cove work full application submitted 8/29/25.
- Meeting held with Beaufort County stormwater staff on 10/27/25 to discuss Heyward Cove Engineering Report and Owner Asset Report findings.
- **Next Steps:**
 - Guerrard Cove Engineering Report submittal.
 - Develop scope for Rose Dhu Creek drainage area.

3. May River Watershed Action Plan Impervious Restoration Water Quality Projects

- Preliminary Design of the 9 participating sites **complete**.
- 15 additional sites concept plan development near completion.
- **Next Steps:**
 - Finalize Impervious Restoration Program Policy Document.
 - Collaborate with Director of Procurement for an agreement with BCSD and Private Owners to construct impervious restoration projects at school sites.

4. Stoney Creek/Palmetto Bluff Sewer Partnership

- BJWSA is the Project Manager as the awardee of the RIA-SCIIP grant.
- **Next Steps:**
 - BJWSA updates can be found [here](#).

ROADS

1. Pathway Pedestrian Safety Improvements

- **Completed** Historic District crosswalk study for ADA compliance, Phase 2 design and

construction and Phase 3 analysis of areas outside the Historic District.

- **Completed** May River Road RRFB SCDOT encroachment permits.
- Phase 3, 30 locations design awarded to Infrastructure Consulting Engineering.
- **Next Steps:**
 - Installation of May River Road RRFBs scheduled for December 2025.
 - The design of Bluffton Road crossing locations continues.
 - New Riverside Rd. crossing design awaiting developer and POA approval.
 - Work with SROs and school officials for crossings near schools.

2. Bridge Street Streetscape

- **Completed** Lighting plan; IT fiber conduit connection to Town Hall; and Montessori and Bluffton Telephone easements.
- Clarified SCDOT right of way conflict.
- **Next Steps:**
 - Continue engineering design for SCDOT permitting (95%).
 - Continue planning and design for underground power cost estimate.
 - Continue Streetscape easements for lighting and sidewalks.

3. Calhoun Street Streetscape

- Preliminary engineering design is 65% complete.
- **Next Steps:**
 - Continue negotiations with May River Road property owners for main transmission line easements for underground power.
 - Continue to coordinate underground power layout and modifications with Dominion Energy and CDDC Design.
 - Prepare easement acquisition plats for Phase 1 in FY26 and begin easement acquisition.
 - Phased construction is planned to begin in FY27 pending budget approval and acquisition of all required easements.

4. Boundary Street Lighting

- Dominion street lighting **complete**.
- **Next Steps:**
 - Receive and pay final invoice from Dominion Energy.

5. Boundary Street Streetscape

- Engineering design is 80% complete and submitted to agencies for review.
- Original land disturbance permit approved by SCDES. Submitted permit amendment to relocate Lawrence Street drainage outfall to Green Street.
- **Next Steps:**
 - Continue coordinating with Dominion Energy to obtain underground power layout and facility locations.
 - Continue with engineering re-design and permitting for Green St. outfall.
 - Prepare easement exhibits, appraisals and continue easement negotiations.
 - Construction planned to begin in FY26, subject to acquisition of required easements and permitting.

6. Ghost Roads

- Surveying and easement exhibits are **complete**.
- Bridge Street, Pritchard, Colcock, Water, Pope and Allen Quit Claim Deeds are **complete**.
- **Next Steps:**
 - Based on TC and legal determination, the Town owns all Ghost Roads.

7. Pritchard Street Drainage Improvements

- **Completed** approval for proposed improvements with Beaufort County School District and Beaufort County on pool operation impacts.
- Street lighting agreement with Dominion **completed**.
- Town Council approved construction contract with Gulf Stream Construction Inc, at October TC Meeting.
- Preconstruction Meeting held October 29, 2025 and Notice to Proceed for Construction issued.
- **Next Steps:**
 - All easements for construction have been acquired with the exception of one which is pending condemnation proceedings.

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WATERSHED MANAGEMENT UPDATE

Administrative Update

- SC Department of Environmental Services conducted an audit of the Town's MS4 program for NPDES permit compliance on 10/28/25.
- Staff spoke with Aaron Rucker, Director of Planning & Community Development for the Town of Ridgeland, about possible incorporation of SoLoCo Stormwater Design Manual standards.
- Lewis selected to participate in a panel discussion at the SC Resilience Conference Spring 2026 to showcase community actions and share insights from local resilience leaders.

1. SC Department of Environmental Services May River Shellfish Harvesting Monitoring Data Year-to-Date and May River Shellfish Harvesting Status Exhibit – *Attachments 1 and 1a*

2. May River Watershed Action Plan Implementation Summary – *Attachment 2, 2a, and 2b*

- Staff, Port Royal Sound Foundation staff and Dr. Tye Pettay at the University of South Carolina Beaufort (USCB) met to discuss potential water quality program needs in preparation for their NASA Request for Proposal submission.
- Staff prepared a new Pet Waste Station Program webpage. This program will be open to Bluffton residents and property owners.
- The May River headwaters stormwater model calibration continues. All Water Quality Program data was provided to the consultant and first deliverables are expected November 2025.
- Microbial Source Tracking (MST) Sampling Program targets potential sources including human, dog, deer, horse, and bird waste.
 - Samples are collected during five (5) wet and dry weather events to characterize each subwatershed.
 - Staff completed all five (5) dry sampling events for the current coves in the Targeted Microbial Source Tracking (MST) Program within the May River Watershed. Moving forward, samples will only be collected during wet weather conditions.

3. Resiliency

- Staff drafted a Resilience Plan scope of work and is coordinating with the Director or Compliance and Contracts for posting.
- Staff met with Green Infrastructure Center (GIC) on tree canopy mapping in the Town's jurisdiction with support from a SC Forestry Grant award on 10/20/25.
- Staff attended the Lowcountry Council of Government's (LCOG) Transportation Resilience Improvement Plan meeting. Compiling a list of Town resilience-related projects for inclusion into this plan.
- Wetlands and Resiliency Ordinances:
 - Met with the consultant team (McCormick Taylor and Center for Watershed Protection) to discuss on-going wetland and resilience work.
 - Reviewed a draft of the wetland ordinance from the consultant team with Growth Management and legal included.
 - Revised ordinance anticipated for Town Council Workshop in January 2026.
 - Received the Wetland Mapping Tool and its accompanying memorandum. Reviews continue with additional departments.

- Drafted a wetland waiver policy document to provide guidance for applicants and review criteria for staff.

Municipal Separate Storm Sewer System (MS4) Program Update

1. MS4 Minimum Control Measure (MCM) - #1 Public Education and Outreach, and MCM – #2 Public Participation and Involvement

- Staff conducted pollution prevention training for restaurant staff following an illicit discharge.
- Staff continue to coordinate with the Communications Department on social media campaign encouraging owners to pick up after pets.
- Staff are creating handouts for private horse owners and communities with equestrian facilities to emphasize the importance of proper waste management.
- Staff attended two Kids with Kayaks events and taught over 50 middle schoolers from H.E McCracken and River Ridge Academy on watershed protection and pollution prevention using the EnviroScape model.
- The Watershed Action Plan Advisory Committee meeting was held 10/23/25. –

Attachment 3

2. MS4 MCM – #3 Illicit Discharge Detection and Elimination

- E. coli Concentrations Trend Map – ***Attachment 4a***
- Monthly, Microbial Source Tracking (MST) Map – ***Attachment 4b***
- Illicit Discharge Investigations – ***Attachment 4c***

3. MS4 MCM – #4 Construction Site Stormwater Runoff Control – *Attachment 5*

4. MS4 MCM – #5 Stormwater Plan Review and Related Activity – *Attachment 6*

5. MS4 MCM – #6 Good Housekeeping (Staff Training/Education)

- Bunn received her certification as a Certified Erosion Prevention and Sediment Control Inspector (CEPSCI).

6. MS4 MCM – #6 Good Housekeeping (Ditch, Drainage and Roadside Maintenance)

- Public Services performed weekly street sweeping on Calhoun Street, Highway 46, Bruin Road, May River Road, Pin Oak Street, and curbs and medians on Simmonsville and Buck Island Roads.
- Performed ditch inspections.
 - Buckwalter ditch (917 LF)
 - Arrow ditch (2,569 LF)
 - Red Cedar ditch (966 LF)
 - Buck Island roadside ditch (15,926 LF)
 - Simmonsville roadside ditch (13,792 LF)
- Ongoing roadside mowing, litter clean-up and maintenance of Masters' Way, McCracken Circle, Hampton Parkway, Buck Island and Simmonsville Roads, Goethe Road, Shults Road, Jason and Able Streets, Whispering Pine Road, May River Road, and Eagles Field.

7. Citizen Request for Watershed Management Services & Activities – *Attachment 7*

Attachments

1. SCDES Shellfish Harvesting Monitoring Data Year-to-Date
 - a. SCDES May River Shellfish Harvesting Status Exhibit
2. May River Watershed Action Plan Implementation Summary
 - a. Cumulative Microbial Source Tracking (MST) Results for Targeted Sampling
 - b. Targeted MST Sampling Sites Map
3. MS4 Minimum Control Measures #1 and #2 – WAPAC Agenda
4. MS4 Minimum Control Measure #3 – Illicit Discharge Detection and Elimination
 - a. *E. coli* Concentrations Trend Map
 - b. Monthly Microbial Source Tracking Trend Map – All Sources
 - c. Illicit Discharge Investigations
5. MS4 Minimum Control Measure #4 – Construction Site Stormwater Runoff Control
6. MS4 Minimum Control Measure #5 – Stormwater Plan Review and Related Activity
7. Citizen Request for Watershed Management Services and Activities Map
8. CIP Master Project Schedules

	19-19				19-19A				19-19B				19-19C				19-24				19-16			
	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025
	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)
December	33.0	33.0	NS		49.0	33.0	NS		17.0	7.8	NS		49.0	13.0	NS		6.8	7.8	NS		13.0	17.0	NS	
November	33.0	13.0	170.0		13.0	2.0	130.0		7.8	4.5	170.0		4.5	4.5	49.0		6.1	2.0	79.0		13.0	4.5	33.0	
October	23.0	33.0	49.0	70.0	46.0	23.0	17.0	170.0	13.0	17.0	13.0	70.0	23.0	33.0	2.0	70.0	11.0	2.0	11.0	79.0	14.0	6.8	17.0	13.0
September	540.0	23.0	33.0	31.0	350.0	13.0	240.0	49.0	350.0	13.0	13.0	7.8	170.0	7.8	7.8	14.0	79.0	17.0	22.0	33.0	33.0	13.0	130.0	2.0
August	23.0	23.0	33.0	220.0	23.0	49.0	23.0	49.0	11.0	6.8	23.0	79.0	13.0	13.0	49.0	79.0	17.0	23.0	49.0	33.0	11.0	2.0	13.0	7.8
July	920.0	350.0	31.0	70.0	49.0	920.0	31.0	79.0	95.0	70.0	32.0	350.0	130.0	49.0	32.0	130.0	23.0	33.0	33.0	21.0	46.0	17.0	32.0	11.0
June	13.0	14.0	7.8	170.0	4.5	7.8	7.8	170.0	11.0	23.0	6.8	110.0	2.0	13.0	4.5	49.0	1.8	33.0	2.0	23.0	9.3	13.0	2.0	6.8
May	4.5	23.0	27.0	33.0	4.5	33.0	22.0	170.0	4.0	17.0	23.0	79.0	1.8	13.0	17.0	21.0	1.8	33.0	7.8	49.0	2.0	21.0	4.0	4.5
April	4.5	170.0	49.0	NS	4.5	130.0	17.0	NS	1.8	110.0	17.0	NS	2.0	70.0	4.0	NS	1.8	NS	11.0	NS	1.8	7.8	23.0	NS
March	33.0	23.0	49.0	240.0	23.0	49.0	31.0	46.0	2.0	17.0	11.0	23.0	4.5	17.0	4.5	7.8	2.0	17.0	22.0	13.0	2.0	17.0	4.5	4.0
February	23.0	540.0	49.0	33.0	31.0	350.0	49.0	49.0	17.0	240.0	11.0	79.0	22.0	240.0	22.0	79.0	2.0	33.0	7.8	13.0	11.0	33.0	11.0	17.0
January	49.0	33.0	49.0	NS	22.0	33.0	23.0	NS	33.0	13.0	4.5	NS	7.8	33.0	4.5	NS	7.8	7.8	7.8	NS	7.8	4.5	2.0	NS
** Truncated GeoMetric Mean	40.0	38.0	39.0	46.0	28.0	30.0	30.0	43.0	18.0	17.0	16.0	19.0	14.0	16.0	14.0	16.0	9.0	9.0	10.0	16.0	9.0	8.0	10.0	10.0
** Truncated 90th Percentile	192.0	211.0	187.0	174.0	91.0	152.0	163.0	208.0	72.0	77.0	79.0	75.0	54.0	71.0	74.0	70.0	41.0	44.0	47.0	61.0	32.0	26.0	38.0	39.0

NS = No Sample

SCDES Regulatory Requirements:

Geometric Mean ≤ 14

90th Percentile ≤ 43

**** Town staff calculations utilizing SCDES statistics**

Note:

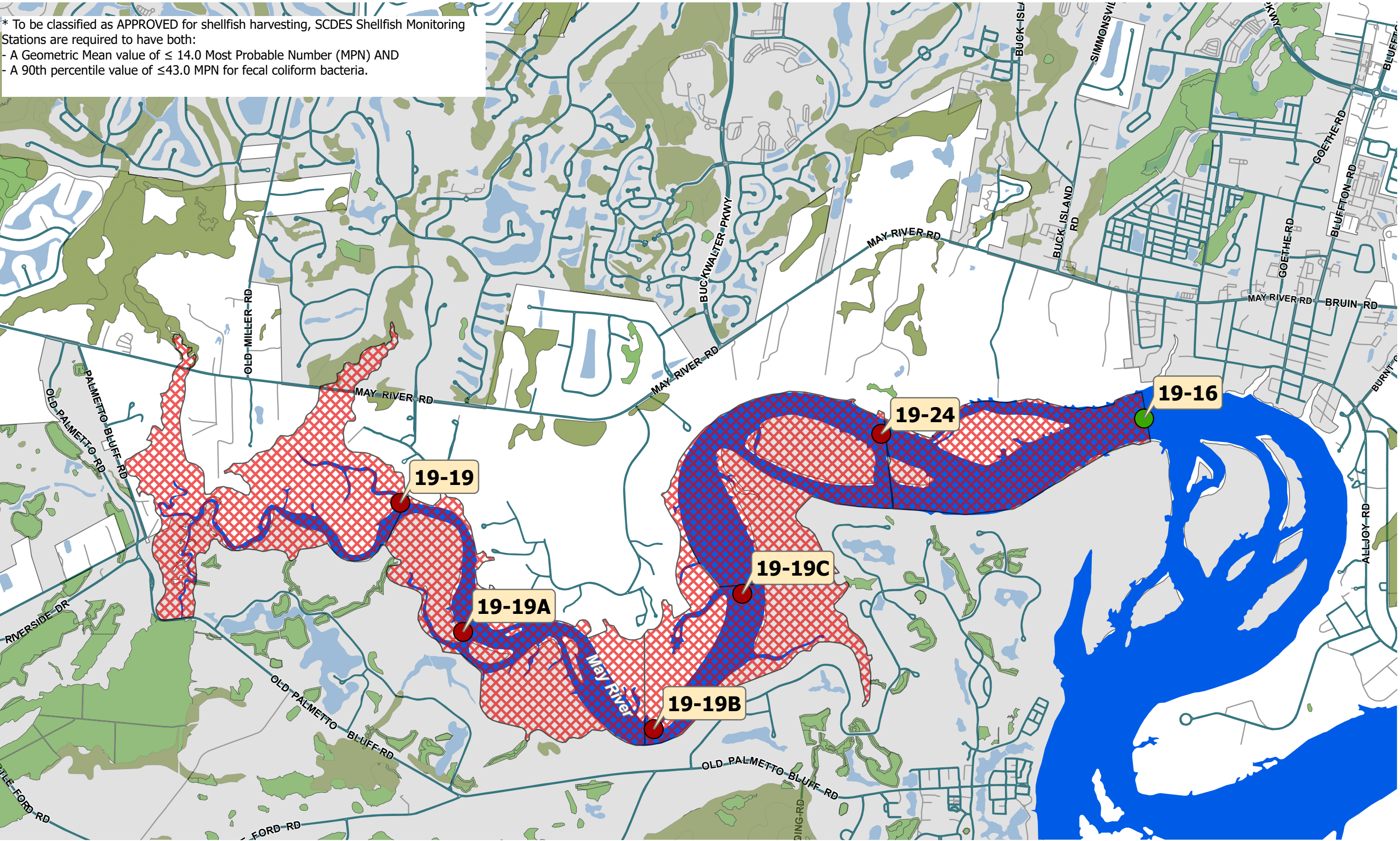
December 2024 ends the data collection period for 2025 shellfish harvesting season.





December 2025 ends the data collection period for 2026 shellfish harvesting season.

2024 fecal coliform data is part of the 2025 classification data collection period.

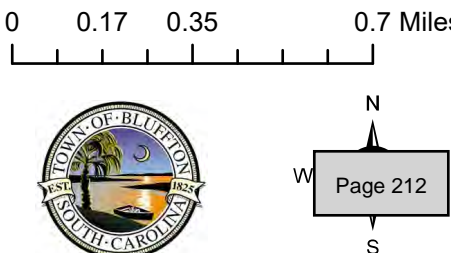
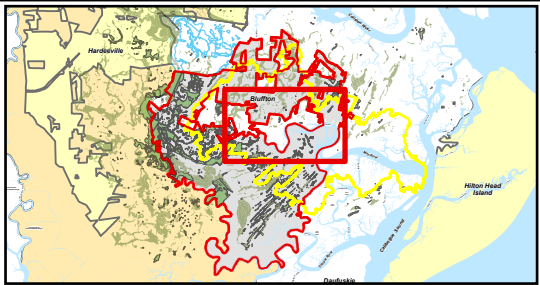
2025 fecal coliform data is part of the 2026 classification data collection period.

* To be classified as APPROVED for shellfish harvesting, SCDES Shellfish Monitoring Stations are required to have both:
- A Geometric Mean value of ≤ 14.0 Most Probable Number (MPN) AND
- A 90th percentile value of ≤ 43.0 MPN for fecal coliform bacteria.



- | | |
|--|---|
|  Town Bluffton Jurisdiction |  Water |
|  Beaufort County Jurisdiction |  Wetlands |
|  Restricted 2025/2026 Shellfish Season |  Open Shellfish Monitoring Station |
|  Streets |  Closed Shellfish Monitoring Station |

**SCDES SHELLFISH
HARVESTING STATUS**
Town of Bluffton
Beaufort County, SC
Date: 9/17/2025 9:28 AM



May River Watershed Action Plan Update & Modeling Report (MRWAP) Implementation Summary

1. MRWAP Background

- *May River Watershed Action Plan Update & Modeling Report (MRWAP)* was completed November 2020.
- Town Council adopted the MRWAP as a supporting document to the Comprehensive Plan in February 2021.
- The Action Plan Update & Modeling Report included the development of watershed-water quality models (WQ Model) for the four (4) May River Headwaters subwatersheds (Stoney Creek, Rose Dhu Creek, Duck Pond, and Palmetto Bluff) where the shellfish impairments are located.
- The purpose of the modeling effort was to better understand fecal coliform (FC) fate and transport in the Headwaters subwatersheds to develop strategies ultimately intended to open all shellfish stations to harvesting. To capture the variety of storm events and environmental conditions, the Project Team developed a continuous simulation of both water quantity and quality.
- The MRWAP included new water quality improvement projects resulting from the WQ Model. Additionally, the potential fecal bacteria reduction benefits of septic to sewer conversion in the four (4) Headwaters subwatersheds were modeled.

2. Septic to Sewer Project Recommendations/Evaluations

Background:

- The MRWAP evaluated four (4) septic to sewer conversion projects in the Rose Dhu Creek and Stoney Creek subwatersheds:
 - Cahill
 - Gascoigne
 - Stoney Creek
 - Pritchardville
- These projects overlap with 42 subcatchments in the Stoney Creek watershed and 11 in Rose Dhu Creek. Based on WQ Model outputs, these projects alone may potentially reduce FC loading by 3.46×10^{13} FC per year.
- The estimated septic to sewer conversion costs of these projects is \$5.5 million.

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Update: Stoney Creek/Palmetto Bluff Sewer Partnership

- BJWSA is the Project Manager as the awardee of the RIA-SCIIP grant.
- **Next Steps:**
 - BJWSA updates can be found at: <https://bjwsa.org/251/Go2Sewer-for-a-Cleaner-Stoney-Creek>

3. MRWAP Impervious Restoration Water Quality Projects

Task 1: MRWAP Eleven (11) Proposed Projects Background

- Eleven (11) project sites (incorporating various individual BMPs) were selected in consultation with the Town (prioritizing subcatchments with FC bacteria hotspot and/or large impervious areas). These sites were evaluated in terms of the potential benefits gained by retrofitting to meet the 95th percentile storm retention, to the maximum extent possible, under the proposed Impervious Area Restoration/Stormwater Retrofit Program.
- Based on WQ Model outputs, these projects alone may potentially reduce FC loading by
 - 2.99×10^{14} FC reduction for the Full SWRv (entire sub-basin drainage area catchment).
 - 2.53×10^{14} FC reduction for the Reduced SWRv projects (impervious area drainage area of sub-basin catchment).
- The estimated Full SWRv projects costs is \$32.7 million and the estimated cost of Reduced SWRv projects is \$22.6 million.
- Currently the Towns' Impervious Restoration Program is targeting Reduced SWRv for future projects.

Task 1: MRWAP Eleven (11) Proposed Projects Update

- Eleven (11) proposed project sites Rose Dhu Creek (6 projects) and Stoney Creek (5 projects):
 - All geotechnical work, evaluations, site assessments, planning, engineering, and preliminary designs for the 8 original sites is **complete**.
 - Bluffton Early Learning Center (BELC).
 - Boys and Girls Club of Bluffton (BGC).
 - Benton House (BH).
 - Bluffton High School (BHS).
 - Buckwalter Recreation Center (BRC).
 - ~~Lowcountry Community Church (LCC).~~ **Declined to Participate.**
 - McCracken Middle School/Bluffton Elementary School (MMSBES).
 - May River High School.
 - ~~One Hampton Lake Apartments (OHLA).~~ **Declined to Participate.**
 - Pritchardville Elementary School (PES).

- ~~Palmetto Pointe Townes (PPT)~~. **Declined to Participate.**
- Next Steps:
 - Finalize Impervious Restoration Program Policy Document.
 - Continue to collaborate with Director of Procurement for an agreement with BCSD and Private Owners to construct impervious restoration projects at school sites.

Task 2: Identify Fifteen (15) New Project Sites Background

- Identify 15 new project sites for Town of Bluffton Impervious Restoration/BMP Retrofit Projects.
- The Town wishes to identify an additional 15 project sites located within the municipal limits of Bluffton for the Impervious Restoration/BMP Retrofit Program. However, the criteria for site selection will be considered to be more “low hanging fruit” based on the following:
 - Within Town of Bluffton Municipal limits.
 - Soils – sandy soils with high infiltration rates offer the biggest bang for the buck for water quality treatment/improvement. Utilizing soil survey and other information target sites where infiltration can be maximized on-site.
 - Public or governmental agency land/property owner (not SCDOT RoW).

Task 2: Identify Fifteen (15) New Project Sites Update

- Site evaluations at the 15 sites have been completed.
- Concept design development for the sites identified below ongoing:
 - Dominion Energy Engineering Office
 - Rose Dhu Equestrian Center
 - St. Gregory Catholic Church/School
 - River Ridge Academy
 - MC Riley Early Childhood Center
 - MC Riley Elementary School
 - MC Riley Sports Complex
 - Bluffton Middle School
 - Red Cedar Elementary School
 - Seagrass Station Road Site determined to be not feasible, low cost/benefit.
 - Bluffton Pkwy West (170 to Buckwalter)
 - Buckwalter Pkwy (Hampton Hall to May River Road)
 - Persimmon St/Sheridan Park Cir/Pennington Dr
 - Vaden Nissan Hilton Head
 - ~~NHC Healthcare/Bluffton (Healthcare, Rehab, Assisted Living)~~ **Declined to Participate**
- Next Steps:
 - Finalize Concept designs and proposed SWrv/Water quality benefit.

Task 3: MRWAP Impervious Restoration Policy Documents Background

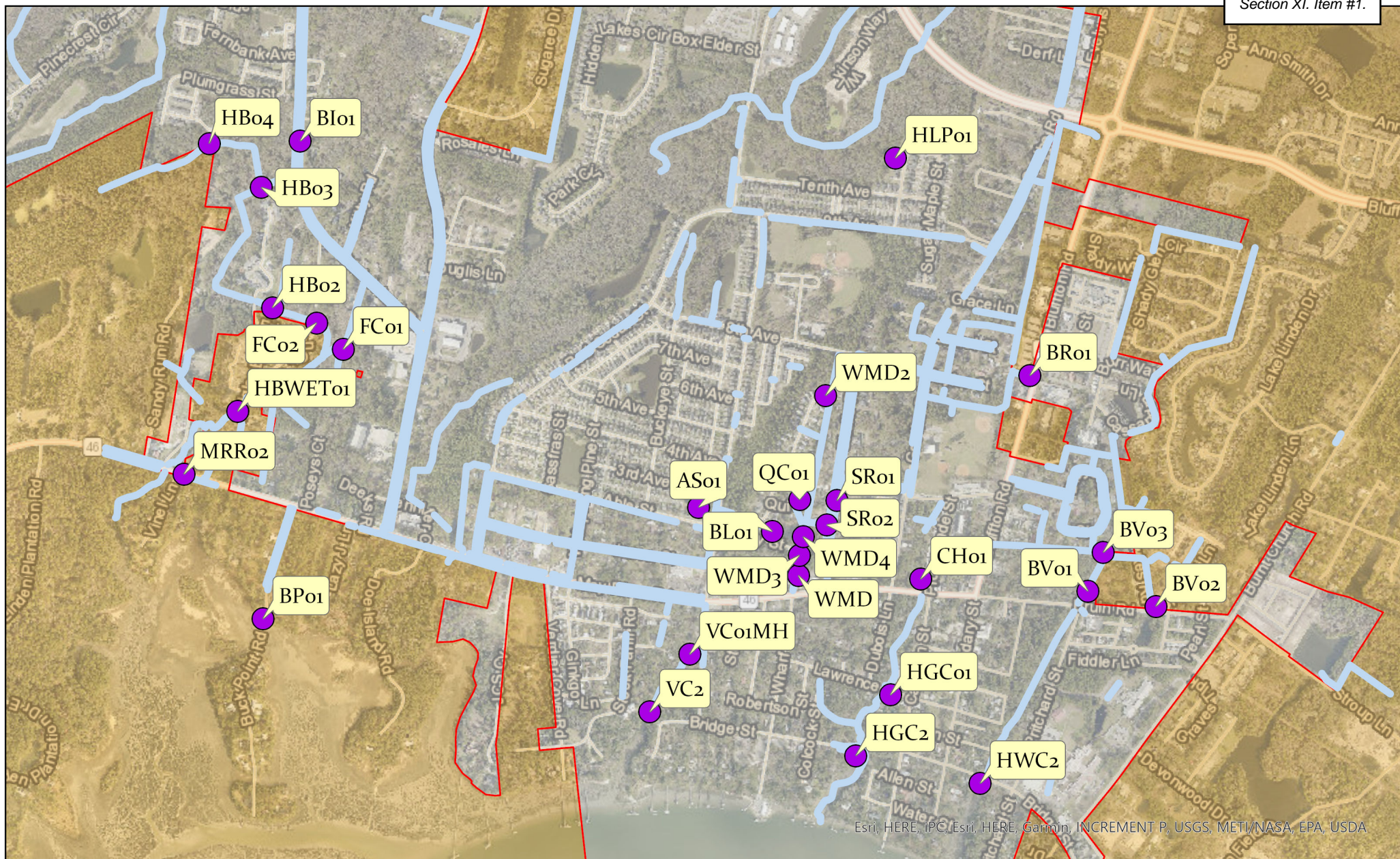
- MRWAP Section 5.4.4. Stormwater BMP Retrofit Projects of the May River Watershed Action Plan Update and Model Report identifies potential Impervious Restoration/BMP Retrofit projects located on Public and Private Land. As mentioned earlier, one of the primary site selection criteria, at time of report development, was to identify sites with large impervious areas so that pollutant load reductions could be estimated and the benefits of such projects on stormwater quality quantified/estimated, if implemented into construction. Generally, Public Funds are not expended to improve private property nor is Town of Bluffton funding generally expended on Public Land owned by another government entity. In order for such projects identified in Section 5.4.4. to move forward in the interest of improved water quality and for the overall benefit and welfare of the constituents of the Town of Bluffton, Policy Documents need to be formulated that establishes the parameters of such a Program to be initiated and implemented.

Task 3: MRWAP Impervious Restoration Policy Documents Update

- Impervious Restoration Program Policy Document Draft submitted and under review. Fee-in-Lieu Program Policy Document - Adopted into the FY26 Master Fee Schedule at the July 2025 Town Council Meeting.
- As Adopted:
 - As part of the SoLoCo Stormwater Design Manual, developers may submit for MEP when the proposed development site has constraints or limitations to which prevent SoLoCo Stormwater Design Manual requirements from being met, specifically stormwater retention volume (SWRv) requirements. SWRv is the volume of stormwater runoff that a stormwater management system can store and treat to improve water quality. The MEP submittal must provide documentable evidence of the process the applicant has performed that demonstrates the restrictions to the use and implementation of the Best Management Practices (BMPs) to meet the SWRv requirements.
 - When a development project cannot accommodate the required SWRv due to on-site constraints identified in the approved MEP analysis, the developer could opt to pay a Fee-In-Lieu (FIL) to the Town of Bluffton for the shortfall according to the FIL fee schedule to be adopted as part of the FY26 budget Master Fee Schedule. Funds collected through FIL payments would then be used by the Town to fund other qualified uses that protect water quality within the same watershed as the original project including:
 - The construction and maintenance of impervious restoration program water quality BMPs;

- All five (5) dry weather events have been completed for these subwatersheds, leaving only the wet weather events to be collected. Staff continue to focus on interpreting the MST results and developing new educational initiatives before transitioning the MST targeted sampling program to additional subwatersheds.
- 5.1.2 Future (New) Bacteria Monitoring Locations & 5.1.3 Future (New) Water Flow Monitoring Locations
 - The contract for work associated with the calibration of the Town's May River Watershed Action Plan model has been executed.
 - Staff have provided all Town Water Quality Program data to the consultant team. The first set of deliverables associated with this project are expected in November 2025.
 - The Town has Fiscal Year 2026 (FY26) funding for this work.

			Summary of All Targeted Microbial Source Tracking Marker Results To-Date									
Sub-basin	Sampling Location	Location Description	Human		Dog		Bird		Deer		Horse	
			Human (Number Times Detected/ Number Times Analyzed)	Percent of the Time Human Detected at Sampling Location	Dog (Number Times Detected/ Number Times Analyzed)	Percent of the Time Dog Detected at Sampling Location	Bird (Number Times Detected/ Number Times Analyzed)	Percent of the Time Bird Detected at Sampling Location	Deer (Number Times Detected/ Number Times Analyzed)	Percent of the Time Deer Detected at Sampling Location	Horse (Number Times Detected/ Number Times Analyzed)	Percent of the Time Horse Detected at Sampling Location
SCDES May River Shellfish Stations	19-19	May River at First Dock in Headwaters past Bluff	5/77	6.49%	2/12	15.38%	6/12	50.00%	3/13	23.08%	0/7	0.00%
	19-19A	Unnamed Tributary near SW corner of Gascoigne Bluff	3/76	3.95%	4/12	33.33%	4/11	36.36%	3/12	2.68%	0/8	0.00%
	19-19B	Bend in May River nearest the high bluff of Palmetto Bluff	4/75	5.33%	4/11	36.36%	3/9	33.33%	1/10	10.00%	1/7	14.29%
	19-19C	First Unnamed Tributary leading from Gascoigne Bluff	4/75	5.33%	2/11	18.18%	3/9	33.33%	1/10	10.00%	0/7	0.00%
	19-24	May River at Southern End of Crane Island	1/77	1.30%	2/15	13.33%	8/14	57.14%	0/7	0.00%	0/7	0.00%
Crooked Cove	HB04	Wetland area behind The Gray's Apartments	2/5	40.00%	1/5	20.00%	0/5	0.00%	5/5	100.00%	0/5	0.00%
	BI01	Buck Island Road Ditch	0/10	0.00%	6/10	60.00%	0/10	0.00%	6/10	60.00%	0/10	0.00%
	HB03	Wetland area behind The Gray's Apartments	1/7	14.29%	3/7	42.86%	0/7	0.00%	4/7	57.14%	1/7	14.29%
	HB02	Entrance to The Gray's Apartments	3/9	33.33%	5/9	55.56%	0/9	0.00%	3/9	33.33%	0/9	0.00%
	FC02	Frierson's Circle	2/10	20.00%	6/10	60.00%	3/10	30.00%	4/10	40.00%	0/10	0.00%
	HBWET01	Wetland area at Vista View Apartments	3/10	30.00%	3/10	30.00%	1/10	10.00%	3/10	30.00%	0/10	0.00%
	MRR02	Drainage ditch next to Cahill's	1/10	10.00%	8/10	80.00%	0/10	0.00%	4/10	40.00%	0/10	0.00%
	FC01	Frierson's Circle	1/9	11.11%	1/9	11.11%	0/9	0.00%	1/9	11.11%	0/9	0.00%
	BP01	Buck Point Road	0/5	0.00%	4/5	80.00%	0/5	0.00%	1/5	20.00%	0/5	0.00%
Heyward Cove	BR01	Drainage ditch near Taylor's Warehouses on Bluffton Rd	2/10	20.00%	4/10	40.00%	0/10	0.00%	0/10	0.00%	0/10	0.00%
	BV01	Drainage ditch at the intersection of Bruin Rd and Pritchard St	1/10	10.00%	5/10	50.00%	0/10	0.00%	1/10	10.00%	0/10	0.00%
	BV02	Drainage ditch at intersection of Hawkes Rd and Pritchard St	1/10	10.00%	2/10	20.00%	0/10	0.00%	0/10	0.00%	0/10	0.00%
	BV03	Drainage ditch at the end of Hawkes Rd	0/10	0.00%	6/10	60.00%	0/10	0.00%	1/10	10.00%	0/10	0.00%
	HWC2	Heyward Cove overpass on Bridge St	5/7	71.43%	7/7	100.00%	2/7	28.57%	2/7	28.57%	0/7	0.00%
Huger Cove	HGC01	Drainage ditch on Lawrence St	5/10	50.00%	6/10	60.00%	1/10	10.00%	0/10	0.00%	0/10	0.00%
	CH01	Ditch that connects behind the promenade to May River Rd	0/1	0.00%	0/1	0.00%	0/1	0.00%	0/1	0.00%	0/1	0.00%
	HGC2	Huger Cove overpass on Bridge St	4/7	57.14%	6/7	85.71%	0/7	0.00%	0/7	0.00%	0/7	0.00%
Verdier Cove	HLP01	Pond on Honey Locust Ave	0/6	0.00%	2/6	33.33%	0/6	0.00%	0/6	0.00%	0/6	0.00%
	SR01	Drainage ditch off Shultz Rd	0/4	0.00%	1/4	25.00%	0/4	0.00%	0/4	0.00%	0/4	0.00%
	SR02	Drainage ditch that leads from Shultz Rd to the ditch behind the Watershed Management Division	0/1	0.00%	0/1	0.00%	0/1	0.00%	0/1	0.00%	0/1	0.00%
	AS01	Pond at corner of Able St and Pin Oak St	0/6	0.00%	1/6	16.67%	0/6	0.00%	1/6	16.67%	0/6	0.00%
	WMD	Drainage ditch adjacent to Watershed building	5/5	100.00%	1/5	20.00%	3/5	60.00%	1/5	20.00%	0/5	0.00%
	WMD2	Bginning of drainage ditch running behind the Watershed building	0/3	0.00%	1/3	33.33%	0/3	0.00%	2/3	66.67%	0/3	0.00%
	WMD3	Middle of drainage ditch running behind the watershed building	2/2	100.00%	0/2	0.00%	1/2	50.00%	1/2	50.00%	0/2	0.00%
	WMD4	Middle of drainage ditch running behind the watershed building	0/1	0.00%	0/1	0.00%	0/1	0.00%	0/1	0.00%	0/1	0.00%
	VC01MH	Verdier Cove outfall on Thomas Heyward St	0/6	0.00%	2/6	33.33%	0/6	0.00%	0/6	0.00%	0/6	0.00%
	VC2	Kayak dock in Stock Farm	0/2	0.00%	1/2	50.00%	0/2	0.00%	0/2	0.00%	0/2	0.00%
	BL01	Manhole in front of 12 and 14 Brenden Ln	0/2	0.00%	0/2	0.00%	0/2	0.00%	0/2	0.00%	0/2	0.00%
	QC01	Manhole in front of 6 and 8 Quinn St	0/2	0.00%	0/2	0.00%	0/2	0.00%	0/2	0.00%	0/2	0.00%



Esri, HERE, IPC, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

Legend

Targeted MST
Sampling Locations

Targeted MST Sampling
Locations

Drainage Channels

Jurisdiction

BEAUFORT COUNTY

BLUFFTON

Town of Bluffton Targeted MST Sampling Locations



May River Watershed Action Plan Advisory Committee Meeting

Thursday, October 23, 2025 at 3:00 PM

**Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC**

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF MINUTES

1. Adoption of July 24, 2025 Meeting Minutes

IV. PUBLIC COMMENT

V. OLD BUSINESS

1. Update on Town Wetland Ordinance - Beth Lewis, Water Quality Program Manager

VI. NEW BUSINESS

1. Introduction of New Stormwater Technician - Bill Baugher, Watershed Management Division Manager
2. Adoption of 2026 Meeting Dates and Times - Beth Lewis, Water Quality Program Manager
3. Update on the May River Watershed Action Plan: Water Quality and Education Programs – Beth Lewis, Water Quality Program Manager

VII. ADJOURNMENT

NEXT MEETING DATE: Proposed January 22, 2026

“FOIA Compliance – Public notification of this meeting has been published and posted in compliance with the Freedom of Information Act and the Town of Bluffton policies.”

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Town of Bluffton will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. The Town of Bluffton Council Chambers are ADA compatible. Auditory accommodations are available. Any person requiring further accommodation should contact the Town of Bluffton ADA Coordinator at 843.706.4500 or adacoordinator@townofbluffton.com as soon as possible but no later than 48 hours before the scheduled event.

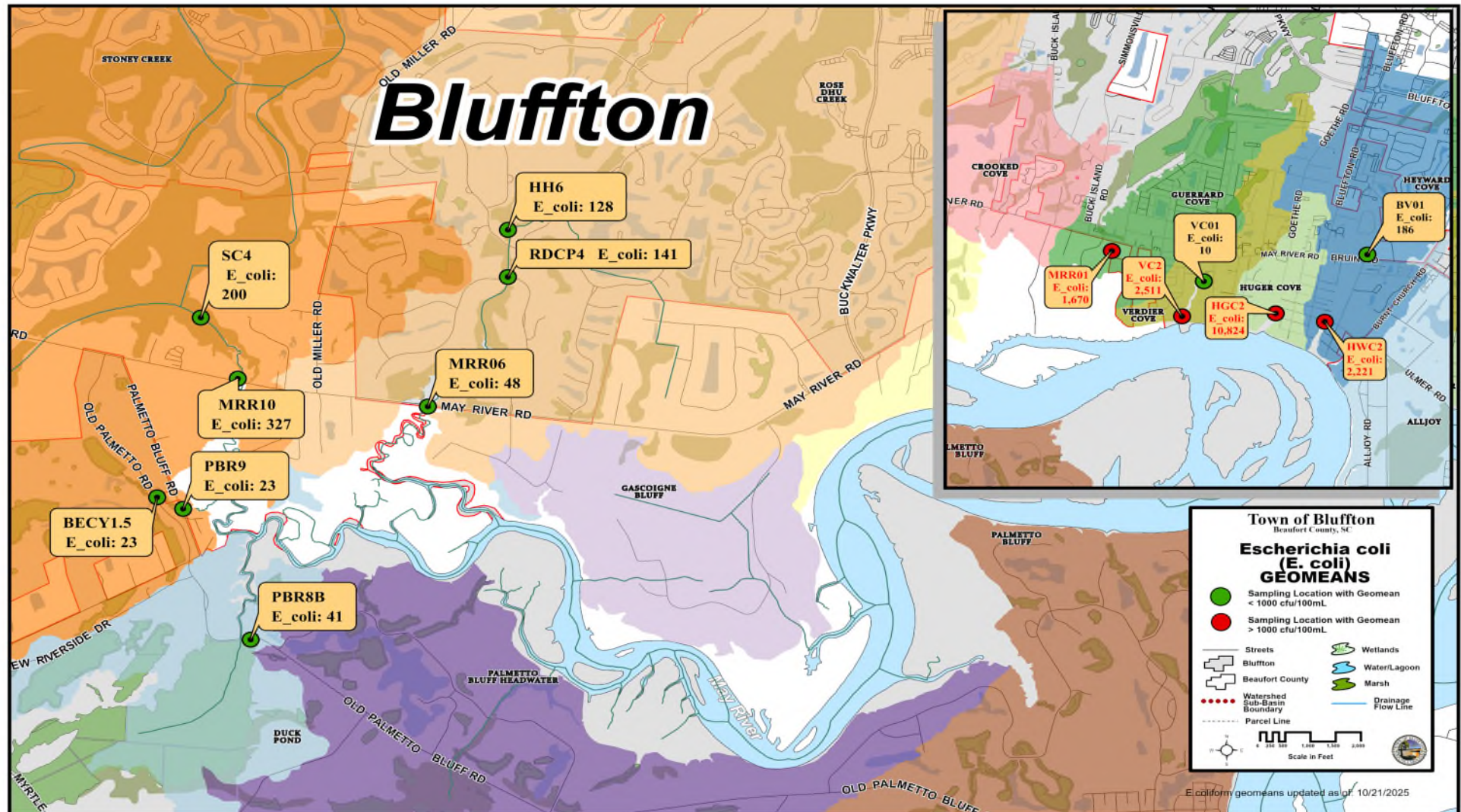
Executive Session – The public body may vote to go into executive session for any item identified for action on the agenda.

**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. To submit a public comment online, please click here:*

<https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60>

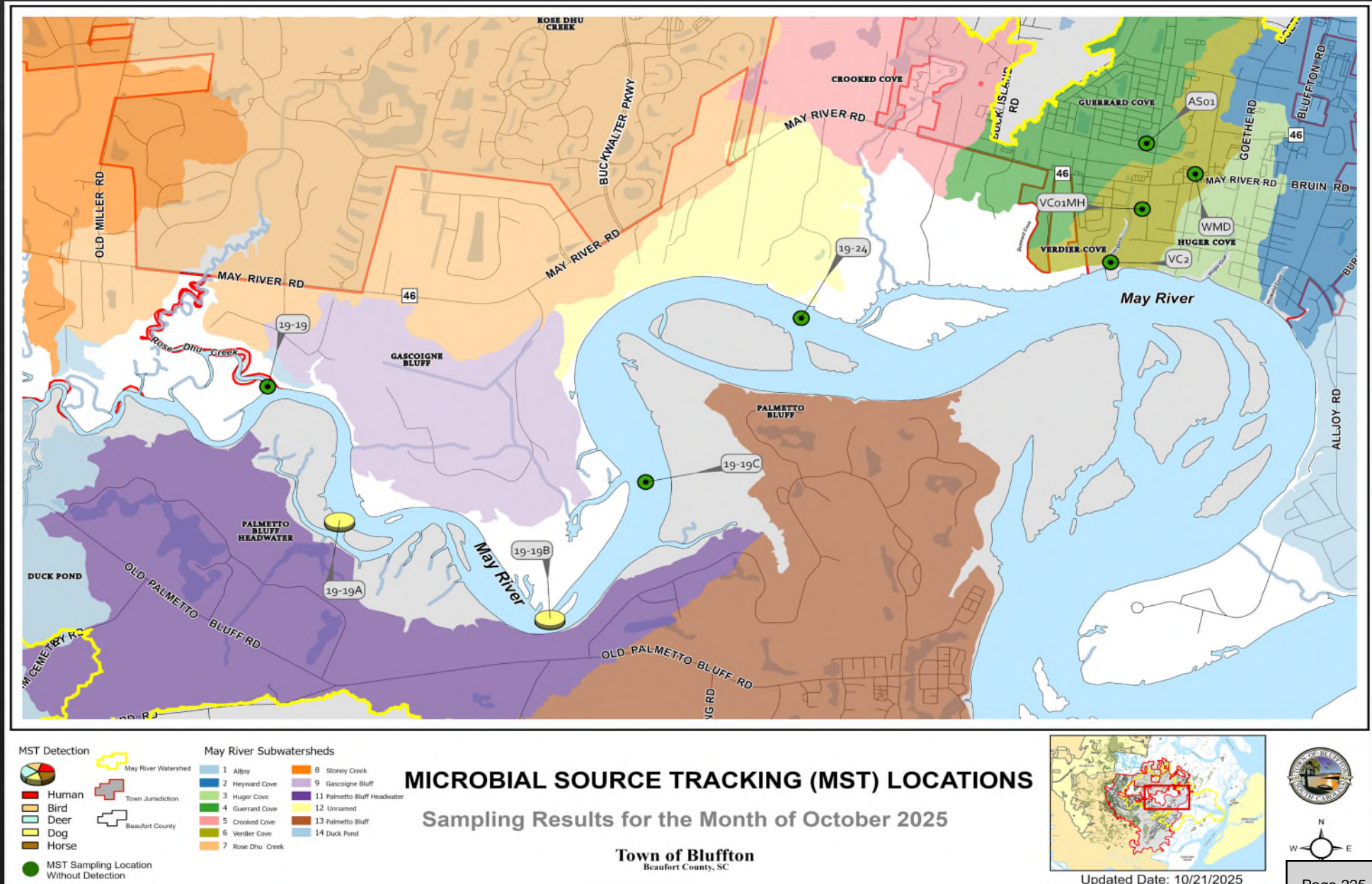
Public comment is limited to 3 minutes per speaker.

MS4 Minimum Control Measure #3 – IDDE: *E. coli* Concentrations Trend Map

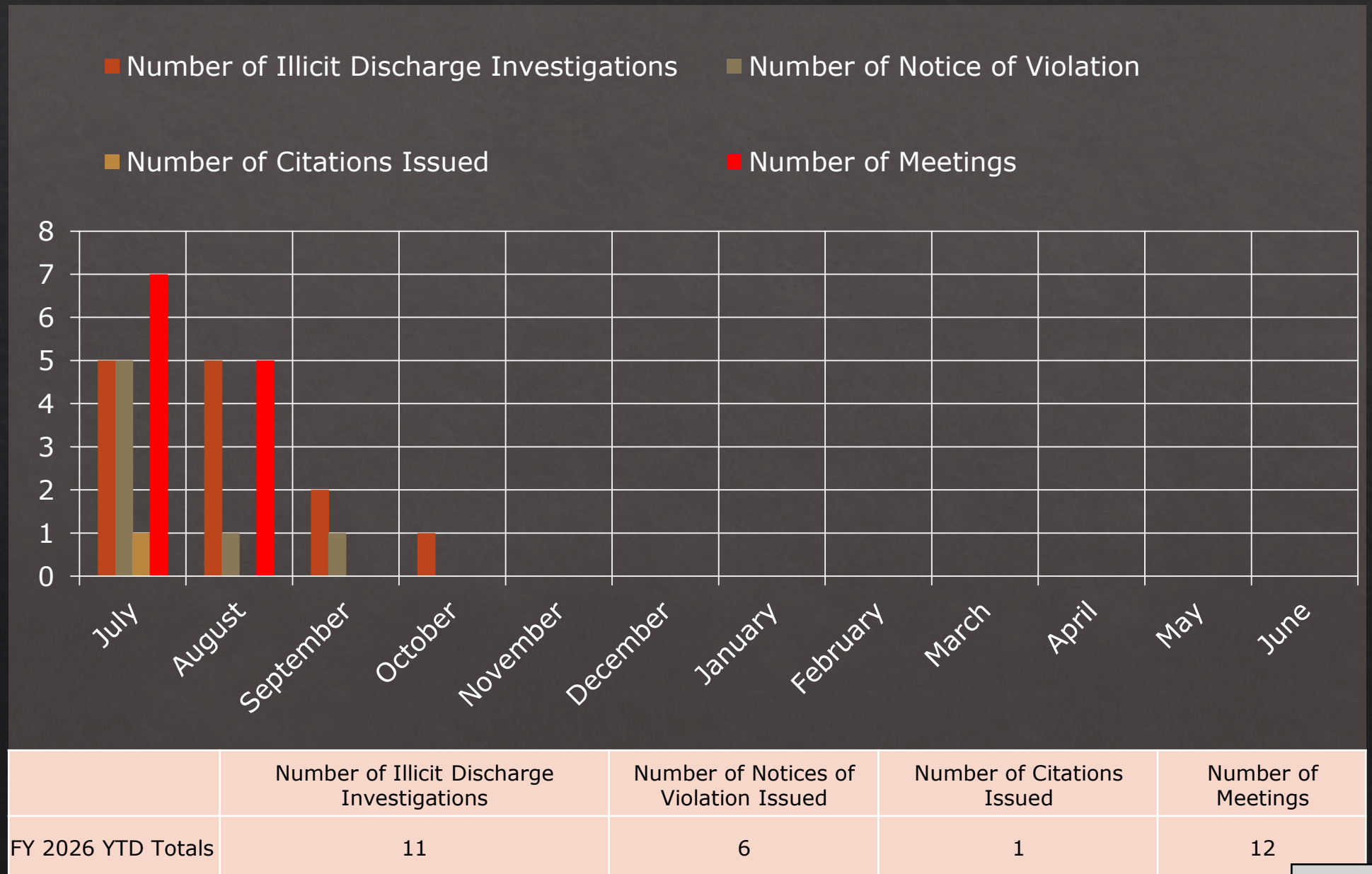


	USCB Water Quality Samples	Microbial Source Tracking Samples	MS4 Quarterly Samples Collected
FY 2026 YTD Totals	1172	177	9

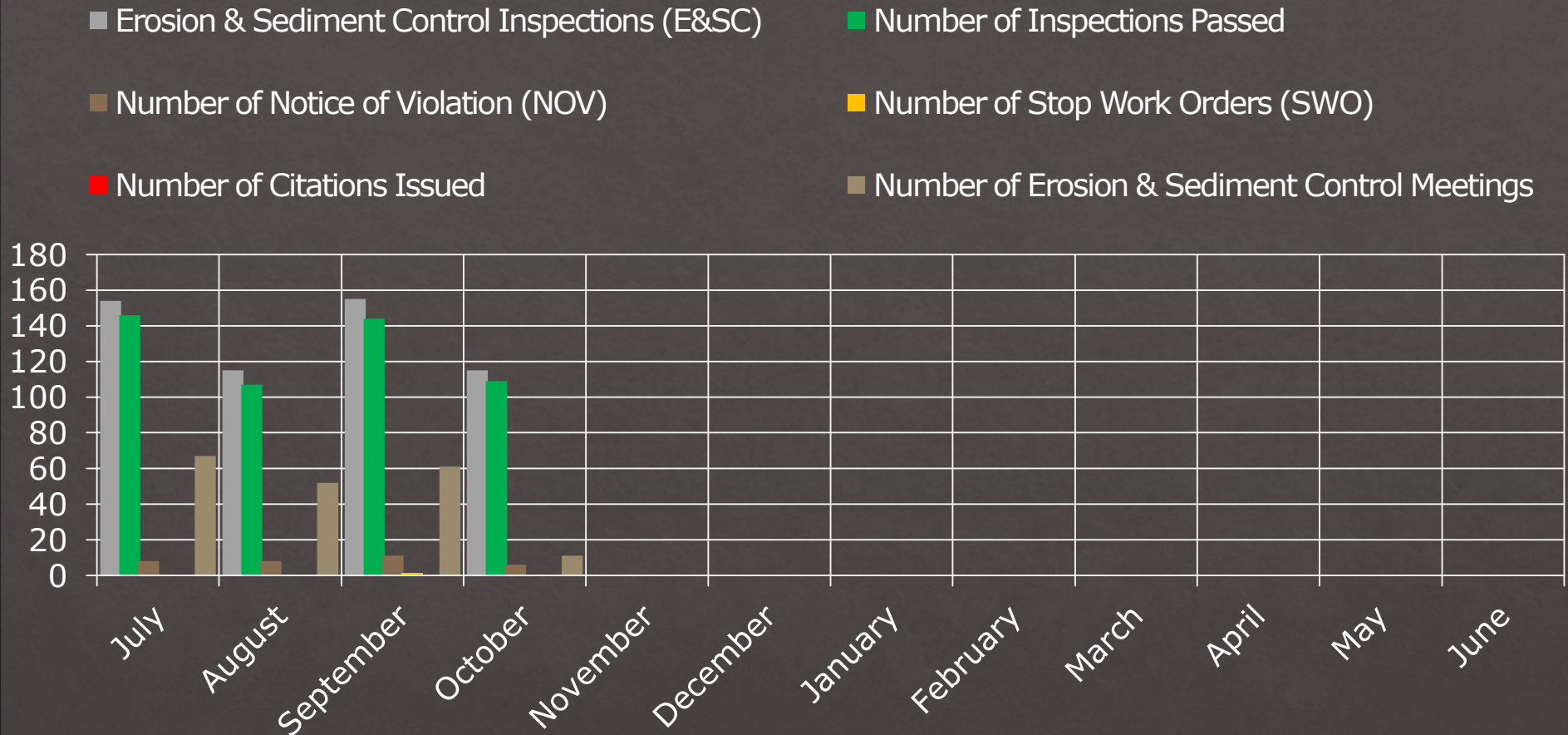
MS4 Minimum Control Measure #3 – IDDE: Microbial Source Tracking (MST) Map – By Markers Sources



MS4 Minimum Control Measure #3 – IDDE: Illicit Discharge Investigations

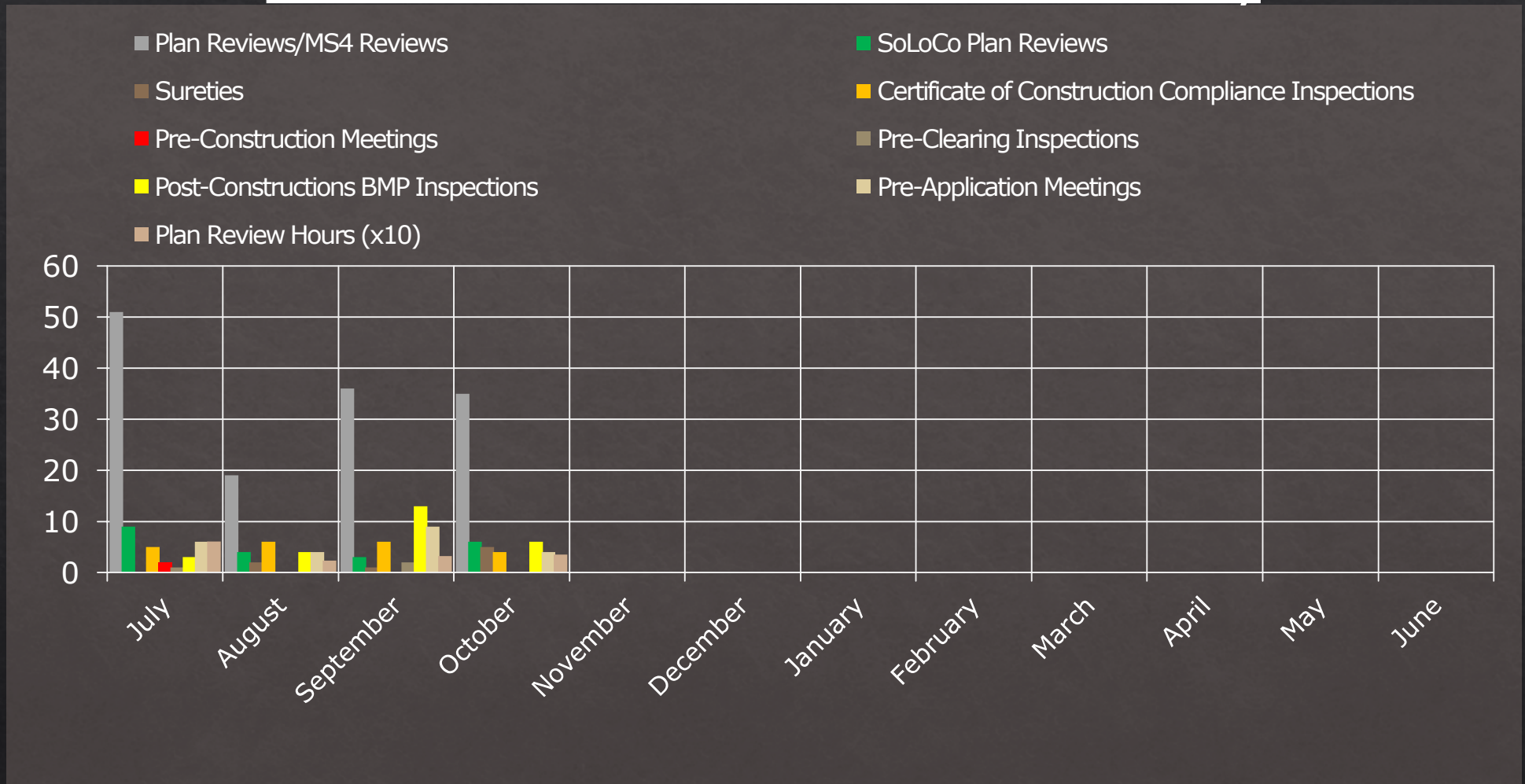


MS4 Minimum Control Measure #4 - Construction Site Stormwater Runoff Control



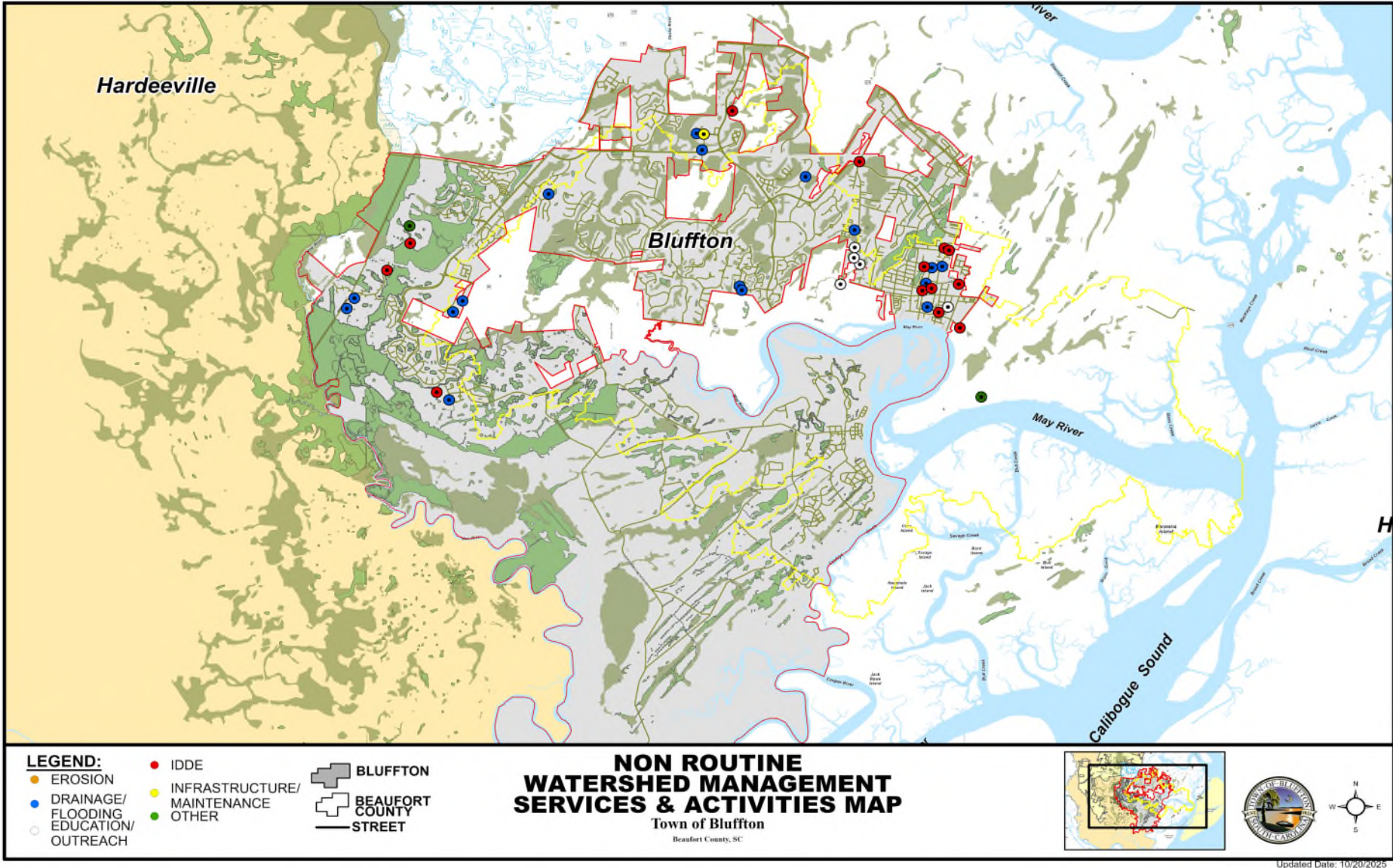
	Number of Sediment & Erosion Control Inspections	Number of Inspections Passed	Number of NOV's Issued	Number of SWO Issued	Number of Citations Issued	Number of E&SC Meetings
FY 2026 YTD Totals	539	506	33	1	0	191

MS4 Minimum Control Measure #5 Stormwater Plan Review & Related Activity



	Plan Reviews MS4 Reviews	SoLoCo Plan Reviews	Sureties	CCC Inspections	Pre-Construction Meetings	Pre-Clearing Inspections	Post Construction BMP Inspections	Pre-Application Meetings	Total Plan Review Hours
FY 2026 YTD	141	22	8	21	2	3	26	23	151 Hrs.

Citizen Request for Watershed Mngt. Services & Activities Map



	Number of Citizen Requests Investigated	Number of Meetings
FY 2026 YTD Totals	51	23

FY26
CIP Master Project Schedule

Project Name		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Est Project Completion
Calhoun Street Streetscape	Pat													Dec-28
Pathway Pedestrian Safety	Constance													Jun-27
Oyster Factory Park Improvements	Charles													Dec-28
Wharf Street Lighting	Charles													Mar-25
HD Sewer Ph 4	Charles													Dec-25
HD Sewer Ph 5	Charles													Dec-25
HD Sewer Ph 6	Charles													Dec-25
LEC Expansion	Charles													TBD
Bridge Street Streetscape - Ph 2	Constance													Dec-26
New Riverside Barn Park - Barn	Brian													Jan-26
New Riverside Barn Park - Pavilion	Brian													Jan-25
Park Improvements - Oscar Frazier Pavilion & DuBois Improv	Pat													Aug-26
Buckwalter Place Park - Phases 2 & 3	Constance													Jun-26
New River Linear Trail - Trail	Constance													Aug-26

Planning*

Design**

Construction***

*Planning includes surveying, environmental and cultural investigations, initial master planning and other due diligence reports and studies.

**Design includes conceptual, preliminary and final design, construction documents, permitting, easement acquisition and bidding.

***Construction includes contracts, geotechnical reports, all horizontal and vertical construction, construction administration, as-builts and final closeout.

FY26
CIP Master Project Schedule

Project Name		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Project Completion
Ghost Roads	Mark													TBD
Boundary Street Streetscape	Charles													TBD
Comprehensive Drainage - Crooked & Guerrard Coves	Dan													Feb-26
Sarah Riley Hooks Cottage & Civil Design	Pat													Jun-26
Stoney Crest Campground/ Old Palmetto Bluff Road	Kim													Jun-26
Pritchard Street Drainage	Dan													Aug-26
Affordable Housing	Mark													TBD
Buckwalter Place Commerce Park	Mark													TBD
New Riverside Barn Park - Public Services Building	Brian													Jun-27
New Riverside Barn Park - Phase 2 Trails & Disc Golf	Pat													Jun-27
Buck Island/Simmons ville Neighborhood Park	Pat													Mar-27
Watershed & Public Services Building Renovation	Mark													Jun-28

Planning*

Design**

Construction***

*Planning includes surveying, environmental and cultural investigations, initial master planning and other due diligence reports and studies.

**Design includes conceptual, preliminary and final design, construction documents, permitting, easement acquisition and bidding.

***Construction includes contracts, geotechnical reports, all horizontal and vertical construction, construction administration, as-builts and final closeout.

TOWN COUNCIL STAFF REPORT



Public Services Department

MEETING DATE:	November 13, 2025
SUBJECT:	Public Services Department Monthly Report
DIRECTOR:	Larry Beckler, Director of Public Services

PUBLIC SERVICES UPDATE

1. **MS4 MCM – #6 GOOD HOUSEKEEPING (Ditch, Drainage and Roadside Maintenance)**
 - **Street Sweeping** - Performed weekly street sweeping on Calhoun Street, Highway 46, Bruin Road, May River Road, Pin Oak Street, Bridge Street, Church Street, Lawton Street, Lawrence Street, Allen Street, Water Street, Boundary Street, and curbs and medians on Simmonsville and Buck Island Roads.
 - **Ditch Inspections** - Performed ditch inspections
 - Arrow ditch (2,569 LF)
 - Red Cedar ditch (966 LF)
 - Buck Island roadside ditch (15,926 LF)
 - Simmonsville roadside ditch (13,792 LF)
 - **Ongoing Roadside Mowing, Litter Clean-up and Maintenance** of Hampton Parkway, Buck Island and Simmonsville Roads, Goethe Road, Shults Road, Jason and Able Streets, Whispering Pine Road, May River Road, Bluffton Road, Boundary, Calhoun, Bridge Street, Pritchard Street, Buckwalter Boulevard, Bruin Road, Green Street, James Gadson Drive, Thomas Heyward, Church St, Water St, Lawton St. and Colcock St.
2. **FACILITIES**
 - **Ongoing Maintenance** of Town Hall, Law Enforcement Center, Public Services, Rotary Community Center, Watershed Management, Police Sub-station, Don Ryan Center, and general repairs of the Garvin House and Sarah Riley.
3. **PARKS**
 - **Ongoing Park Facilities and Landscape Maintenance** of Dubois Park, Martin Family Park, Oscar Frasier, Field of Dreams, Buckwalter Place Park, Oyster Factory Park, Pritchard Pocket Park, May River Pocket Park, Wright Family Park, Eagles Fields, New Riverside Barn, New River Trail, Evercore Park.

4. ADDITIONAL ACTIVITIES

- Pick up and delivered silicone form from HHI Pottery for Art project at Welcome Center
- Poured concrete for Art piece for Welcome Center
- Picked up additional parts for art piece installation
- Removed Campbell Church Banner
- Installed Arts & Seafood Street banner
- Installed new flush valve at Town Hall, Men's H/C stall
- HVAC repair at LEC
- Replaced light bulbs that were out at Calhoun Station
- Outlets checked for Arts & Seafood Festival
- Painted new conference room at Town Hall
- Completed checking Bollards for Arts & Seafood Festival
- Continued fabricating brackets (50) to hang garland and wreaths at New Riverside Barn perimeter fence
- Received new Street Sweeper
- Vehicle destroyed new reflective bollards on Lawrence Street. Fabricated and Reinstalled
- Tractor trailer knocked down street sign at Wharf & May Rive Rd. Removed and took to shop to repair
- Replaced bulbs at Oyster Factory Park
- Relocated TV & Mount from Town Managers office to new conference room
- Removed dead animal from under the Welcome Center
- Set up Halloween skeletons at Public Services, Town Hall & LEC
- HVAC Repair at LEC
- Toilet Repair at LEC
- Picked up new Stand on Blower and readied for use
- Fuel filter change F450
- Replaced battery in Exmark mower
- Replace bearing on Big Tex 70 PI trailer
- Finished fabricating & painting brackets (50) to hang garland and wreaths at New Riverside Barn perimeter fence
- Removed large hanging limb on Bridge Street across from Town Hall
- Final inter-department & agency coordination meeting For Arts & Seafood Festival was conducted
- Installed Base and set and mounted sculpture at Squire Pope Carriage House
- Set water barricades for Arts & Seafood Festival
- HVAC repairs at Town Hall IT room
- Pressure wash courtyard at Don Ryan Center
- Repaired LEC message Board
- Picked up trees from Palmetto Pride Grant
- Interview for Public Services Maintenance Supervisor

- Gates at New Riverside Park were vandalized. Removed and dropped off for repair
- Repaired broken water line along DuBois Lane from previous tree removal
- Water fountain repair at New Riverside Trail
- Cleaned gutters at Welcome Center
- Reset pump Station at RCC- Pump failure. Degler called to service
- Replaced faucet screens at park restrooms due to reduced water flow
- Water leak on DuBois Lane repaired (Result from tree removal)
- Interviews for Public Services Maintenance Supervisor-Hire Gregg Evans

5. PREPPING FOR SPECIAL AND CIVIC EVENTS

- Set-up & support for following events:
 - Farmers Market- Martin Family Park
 - Prepped & supported TOB Concert: Groove Town Assault, Buckwalter Place Park Amphitheater
 - Prepped for American Red Cross Community Blood Drive, Rotary Community Center
 - Prepped for Ducks Unlimited Fall Frenzy, Martin Family Park
 - Prepped for Bluffton State of Mind Supper Soiree, Calhoun Street
 - Prepped for Art in the Park. Martin Family Park
 - Prepped for & supported Boat Parade on the May and Blessing of the Fleet, Wright Family Park
 - Prepped for Outdoor Pops in the Park, Martin Family Park
 - Prepped for Bluffton State of Mind Supper Soiree, Calhoun Street
 - Prepped for Old Town Oyster Run 5k, Oyster Factory Park
 - Prepped for Children's Art in the Park, Dubois Park
 - Prepped for & supported Blessing of the Fleet –Had been rescheduled due to inclement weather on Sunday October 12th
 - Prepped for & supported Arts & Seafood Festival, Calhoun Street
 - Prepped for & supported Spooktacular, Rotary Community Center/Field of Dreams (5pm - 7pm)
 - Prepped for Campbell Chapel AME Community Fall Fest, Martin Family (noon - 2:00pm)

6. EQUIPMENT AND MAINTENANCE REPAIR

- Replaced pulley on Exmark Mower
- Picked up new Stand on Blower and readied for use
- Fuel filter change F450
- Replaced battery in Exmark mower
- Replace bearing on Big Tex 70 PI trailer
- Started repairs on landscape trailer.
- Added new dual purpose hitch on F450
- Fabricated new tail gate for trailer
- Replaced roller on automatic gate at PS
- Added electric pump to water tank
- Started repairs on 2nd landscape trailer.

7. TRAINING

- Staff completed weekly training topics

8. BEAUTIFICATION COMMITTEE

- Agenda Attached

9. ATTACHMENTS

- Public Services Monthly Cost Report – (Below)

Public Services Monthly Cost Reports – August 2025 *(Cost Includes Labor and Equipment)*

ASSETS AND EVENTS	COST
FACILITIES	\$4,609.00
PARKS	\$17,409.00
ROADS AND TRAILS	\$10,664.00
SPECIAL EVENTS	\$2430.00



Beautification Committee Meeting

Thursday, October 16, 2025 at 9:00 AM

**Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC**

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF MINUTES

IV. PUBLIC COMMENT

V. OLD BUSINESS

1. Palmetto Pride Tree Grant Update & Planting Schedule
2. Paint Out Pollution Storm Drain Art Project Update & Slogan Vote
3. Steve Doocy's Main Street USA Tour Submission Update
4. Hanging Flower Baskets Update, Delayed Shipping

VI. NEW BUSINESS

1. Review 2026 Committee Meeting Dates
2. Discuss Cancellation of November Committee Meeting

VII. DISCUSSION

VIII. ADJOURNMENT

NEXT MEETING DATE: THURSDAY, NOVEMBER 13, 2025

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<https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60>

Public comment is limited to 3 minutes per speaker.



Director's Report – Don Ryan Center for Innovation (DRCI)

October 2025

Overview:

October was a productive and multifaceted month at the Don Ryan Center for Innovation. From grant planning and AI expansion to community engagement and program launches, the DRCI team remained focused on strengthening Bluffton's entrepreneurial landscape. Highlights included continued work on the Relentless Challenge Grant, expansion of the Furman University AI program, the launch of several STARTUP companies, and planning for future advisory structures and initiatives. Visibility in the community remained high through networking events, speaking engagements, and strategic partner meetings.

Entrepreneur Program Update

STARTUP Companies

Our STARTUP pipeline continues to grow, with new diligence meetings and program milestones achieved.

- **OPFOB**
- **Part of the Family**
- **AMA Private Dining**
- **Lisa Sulka Consulting**
- **Vital Bridge Wellness**
- **Bright Beginnings Academy**
- **Diversity Nursing Academy (Hardeeville)**
- ***New – Amia Marcell**
- ***New – Garage Experts**
- ***New – Belleau Woods Tavern (HEROES)**

Toured potential commercial kitchen and office locations for AMA Private Dining (8241 Pinellas Drive) and Part of the Family (10 William Pope Drive)

Held STARTUP diligence meetings with:

- Chase Golf Travel
- JP Barnych
- Mitchell Trucking (Hardeeville)
- Met with Jeff and Kelsey Weber regarding potential business acquisition

GROWTH Companies:

Supporting established businesses in their expansion efforts remains a priority for DRCI.

- **Bluffton Electric**
- **Delta Roofing**
- **Nexus Business Technology**
- ***New - D'Flavor Custom Cakes**

THRIVE Companies

Ongoing long-term work with established Growth companies

- **Universal Bookkeeper**
- **Beachside Tire**
- **Noble Hearts Human Resources**
- **HardeeGreens (Hardeeville)**

Mentor Program

Mentorship Network:

- Engaged mentor teams with new STARTUP clients
- Met with Kerri Murphy, new Board Vice-Chair, to align on mentorship structure
- Ongoing outreach and engagement to strengthen mentor network

Economic Development Update

- Working with Startup Companies AMA Private Dining and Part of the Family on finding locations for their business expansions
- Two LOIs have been sent out to finalize leases for the two remaining retail locations on the first floor of The COVE

- Master Lease for The COVE has been approved and signed
- In negotiations with our first potential tenant for the new DRCI Landing Pad

Operations, Events and Meetings:

- Continued work on Relentless Challenge Grant, including meetings with SC Department of Commerce

Hosted:

- The Heron Institute
- GBCC Lunch and Learn

Technology and Innovation

- Distributed and analyzed AI survey for TOB staff
- Reviewed Madison AI competitors
- Initiated planning for DRCI AI Advisory Panel
- Created AI agents for Debbie Szpanka (TOB communications support)

Education and Professional Development

- Continued coursework in Furman University's Strategic AI Program

Partnerships

Key Collaborations:

- **Hardeeville:** Quarterly meeting with Hardeeville City Manager Josh Gruber
- **BlacQuity:** Classes held Wednesday night at The HUB, Spoke to students about DRCI Programs
- **Beaufort County Economic Development Corporation:** Ongoing collaboration on multiple impactful projects including collaboration. Attended board meeting. Sponsored and attended BCEDC Prosperity in Practice conference, Participated in dinner/networking with speakers and partners at Prosperity in Practice
- **Greater Bluffton Chamber:** Participated in numerous ribbon cuttings, showcasing the growth and expansion of local businesses and attended. Continuing to host lunch and learns for the GBCC and

represented DRCI at their monthly Member Benefits Meeting, selected sponsorship opportunity for 2026

- **Hilton Head – Bluffton Chamber:** Attended several ribbon cuttings and networking events.
- **Hispanic Business Association of the Lowcountry:** Ongoing membership, booth at the Connecta Business Expo, held meeting with Alex Navarro, Paul Arvantides joined HBA partnership committee
- **Beaufort County Airport Board:** David Nelems is a member of this Board
- **Beaufort Digital Corridor:** David Nelems is a member of this Board
- **Furman University:** Ongoing collaboration through Strategic AI Program; exploring expanded offerings
- **Military & Business Alliance:** Hosted and attended. Goal is for regional support for veteran and military family integration through entrepreneurship and workforce development, working on setting up Basecamp for their Military Alliance Committee
- **Palmetto Electric** - Completed evaluations Palmetto Electric Bright Ideas Grants



GROWTH MANAGEMENT UPDATE

November 13, 2025

1. Town Council Appointed Boards/Commissions/Committees/Citizen Group Meetings:

- a. **Planning Commission:** October 22, 2025, meeting agenda attached. Next meeting scheduled for Wednesday, November 19, 2025.
- b. **Historic Preservation Commission:** October 1, 2025, meeting agenda attached. Next meeting scheduled for Wednesday, November 5, 2025.
- c. **Board of Zoning Appeals:** October 7, 2025, cancellation notice attached. Next meeting scheduled for Tuesday, November 4, 2025.
- d. **Development Review Committee:** October 8, 15 & 22, 2025, meeting agendas attached. October 1 & 29, 2025 cancellation notices attached. Next meeting scheduled for Wednesday, November 5, 2025.
- e. **Historic Preservation Review Committee:** October 6, 20 & 27, 2025, meeting agenda attached. October 13, 2025, cancellation notices attached. Next meeting scheduled for Monday, November 3, 2025.
- f. **Construction Board of Adjustment and Appeals:** October 28, 2025, cancellation notice attached. Next meeting scheduled for Tuesday, November 18, 2025.
- g. **Affordable Housing Committee:** October 2, 2025, meeting agenda attached. Next meeting scheduled for Thursday, November 6, 2025.

2. Community Development / Affordable Housing Committee Work Program:

The budget for the Neighborhood Assistance Program for FY 2026 has been approved at \$450,000 by Town Council.

A total of twenty-one homes has received home repairs at a total of \$159,274. These repairs consist of roofing, flooring, decks and plumbing. One home has received tree services for \$1,196.

Applications are being processed weekly, and contractors are responding to estimate requests promptly.

Applications are being processed weekly, and contractors are responding to estimate requests promptly. Four homes are waiting on estimates to be submitted for repairs to begin.

ATTACHMENTS:

1. Planning Commission meeting agenda for October 22, 2025.
2. Historic Preservation Commission meeting agenda notice for October 1, 2025.
3. Board of Zoning Appeals cancellation notice for October 7, 2025.
4. Development Review Committee meeting agendas for October 8, 15 & 22, 2025.
Cancellation notices for October 1 & 29, 2025.
5. Historic Preservation Review Committee meeting agenda for October 6, 20 & 27, 2025. Cancellation notices for October 13, 2027.
6. Construction Board of Adjustments and Appeals cancellation notice for October 28, 2025.
7. Affordable Housing Committee meeting agenda for October 2, 2025.
8. Building Permits and Planning Applications:
 - a. Building Permits Issued FY 2019-2026 (to October 22, 2025).
 - b. Building Permits Issued Per Month FY 2019-2026 (to October 22, 2025).
 - c. Value of Construction FY 2019-2026 (to October 22, 2025).
 - d. New Single Family Residential Building Permits Issued Per Month FY 2019-2026 (to October 22, 2025).
 - e. New Single Family Residential Building Permits Issued by Neighborhood FY 2019-2026 (to October 22, 2025).
 - f. New Single-Family Certificates of Occupancy Issued by Neighborhood FY 2019-2026 (to October 22, 2025).
 - g. New Commercial Construction/Additions Heated Square Footage FY 2019-2026 (to October 22, 2025).
 - h. Planning and Community Development Applications Approved FY 2019-2026 (to October 22, 2025).
 - i. Multi Family Apartments Value FY 2019-2026 (to October 22, 2025).
 - j. Multi Family Apartments Square Footage FY 2019-2026 (to October 22, 2025).
 - k. Multi Family Apartments Total Units FY 2019-2026 (to October 22, 2025).
9. Planning Active Application Report



Planning Commission Meeting

Wednesday, October 22, 2025 at 6:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC

AGENDA

This meeting can be viewed live on [BCTV](#), on Sparklight Channel 9 and 113 or on Spectrum Channel 1304.

I. CALL TO ORDER

II. ROLL CALL

III. NOTICE REGARDING ADJOURNMENT

The Planning Commission will not hear new items after 9:30 p.m. unless authorized by a majority vote of the Commission Members present. Items which have not been heard before 9:30 p.m. may be continued to the next regular meeting or a special meeting date as determined by the Commission Members.

IV. ADOPTION OF MINUTES

1. September 24, 2025 Minutes

V. PUBLIC COMMENT

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **Unified Development Ordinance Amendments (Public Hearing):** Amendments to the Town of Bluffton's Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance, Article 5 – Design Standards - Accessory Buildings. (Staff - Angie Castrillon)
2. **Novant Health Bluffton Medical Center (Development Plan):** A request by Hilton Head Medical Center, LLC, for approval of a Preliminary Development Plan application. The project consists of a three (3) story 243,800 SF hospital with associated drives, parking, landscape, and utility infrastructure. The property is within the Buckwalter Planned Unit Development (PUD) and consists of approximately 17.8 acres identified by the tax map numbers R610 029 000 2487 0000 and R600 029 000 2410 0000 located west of Buckwalter Parkway south of Bluffton Parkway within the Parkway Corners Initial Master Plan. (DP-07-25-019862) (Staff - Dan Frazier)

VIII. DISCUSSION

IX. ADJOURNMENT

NEXT MEETING DATE: Wednesday, November 19, 2025

“FOIA Compliance – Public notification of this meeting has been published and posted in compliance with the Freedom of Information Act and the Town of Bluffton policies.”

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Executive Session – The public body may vote to go into executive session for any item identified for action on the agenda.

**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. To submit a public comment online, please click here:*

<https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60>

Public comment is limited to 3 minutes per speaker.



Historic Preservation Commission Meeting

Wednesday, October 01, 2025 at 6:00 PM

Theodore D. Washington Municipal Building, Henry “Emmett” McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC

AGENDA

This meeting can be viewed live on [BCTV](#), on Sparklight Channel 9 and 113 or on Spectrum Channel 1304.

I. CALL TO ORDER

II. ROLL CALL

III. NOTICE REGARDING ADJOURNMENT

The Historic Preservation Commission will not hear new items after 9:30 p.m. unless authorized by a majority vote of the Commission Members present. Items which have not been heard before 9:30 p.m. may be continued to the next regular meeting or a special meeting date as determined by the Commission Members.

IV. ADOPTION OF MINUTES

1. September 3, 2025 Minutes

V. PUBLIC COMMENT

VI. OLD BUSINESS

1. **36 Wharf Street:** A request by Jamie Guscio (Kingfisher Construction), Applicant, on behalf of Kathy Barbina and Tim Harris, Owners, for approval of a Certificate of Appropriateness-HD to allow the construction of a new 2-story Carriage House of 1200 square feet. The property is in Old Town Bluffton Historic District, and zoned Neighborhood General-HD (NG-HD). (COFA-03-25-019657) (Staff - Charlotte Moore)

VII. NEW BUSINESS

1. **5 Lawton Street:** A request by Ansley Manuel (Manuel Studio), Applicant, on behalf James W. Jeffcoat Revocable Trust (Owner), for approval of a Certificate of Appropriateness-Historic District to allow construction of a detached Carriage House of approximately 1,180 SF located at 5 Lawton Street. The property is located in the Old Town Historic District and is zoned Neighborhood Center-Historic District (NC-HD). (COFA-09-25-019856)(Staff - Charlotte Moore)

VIII. DISCUSSION

1. Historic District Monthly Update. (Staff)

IX. ADJOURNMENT**NEXT MEETING DATE: Wednesday, November 5, 2025**

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Public comment is limited to 3 minutes per speaker.*



PUBLIC NOTICE

The Board of Zoning Appeals (BZA)
Meeting scheduled for

Tuesday, October 7, 2025 at 6:00 p.m.

Has been CANCELED
due to a lack of agenda items.

The next meeting is scheduled for Tuesday,
November 4, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500



PUBLIC NOTICE

THE DEVELOPMENT REVIEW COMMITTEE (DRC) Meeting scheduled for

Wednesday, October 1, 2025 at 1:00 P.M.

**has been CANCELED
due to a lack of agenda items.**

**The next meeting is scheduled for
Wednesday, October 8, 2025.**

**If you have questions, please contact
Growth Management at: 843-706-4500**



Development Review Committee Meeting

Wednesday, October 08, 2025 at 1:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC

AGENDA

All Applications can be viewed on the Town of Bluffton's Permit Finder page
<https://www.townofbluffton.us/permit/>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **Chipotle at May River Crossing (Development Plan):** A request by OnPoint Partners, LLC on behalf of First Chatham Bank, for approval of a Preliminary Development Plan application. The project consists of the construction of a single-story 2,385 SF restaurant with associated infrastructure. The property is within the Jones Estate Planned Unit Development (PUD) consists of 0.75 acres identified by tax map number R610 036 000 3211 0000 within the May River Crossing Master Plan at the intersection of May River Crossing Road and Pondberry Road. (DP-08-26-019908) (Staff - Dan Frazier)
2. **Heritage at New Riverside - Phase 10 (Subdivision):** A request by Griffin Savedge of Thomas and Hutton, on behalf of LSSD New Riverside, LLC, for approval of a subdivision application. The project consists of the subdivision to create single-family lots with associated right of way and common areas for Phase 10 of Heritage at New Riverside. The property is zoned New Riverside PUD and consists of approximately 11.3 acres identified by tax map numbers R614 035 000 1362 0000 and R614 035 000 1318 0000 and located West of the HWY46/170 intersection within the Heritage at New Riverside Master Plan. (SUB-09-25-019926) (Staff – Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, October 15, 2025

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Executive Session – The public body may vote to go into executive session for any item identified for action on the agenda.

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<https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60>

Public comment is limited to 3 minutes per speaker.



Development Review Committee Meeting

Wednesday, October 15, 2025 at 1:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC

AGENDA

All Applications can be viewed on the Town of Bluffton's Permit Finder page
<https://www.townofbluffton.us/permit/>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **Palmetto Bluff Central Services Storage Shed (Development Plan):** A request by Griffin Savedge of Thomas & Hutton on behalf of PBLH, LLC for approval of a Preliminary Development Plan application. The project consists of the clearing, grading and the installation of a new morton shed at the Central Services campus in Palmetto Bluff. The property is within the Palmetto Bluff Planned Unit Development (PUD) and consists of approximately 0.35 acres identified by tax map numbers R614 045 000 0576 0000 and R614 045 000 0534 0000 located on the Central Services Access Road between Mount Pelia Road and Laurel Oak Bay Road. (DP-09-25-019937) (Staff - Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, October 22, 2025

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Public comment is limited to 3 minutes per speaker.



Development Review Committee Meeting

Wednesday, October 22, 2025 at 1:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC

AGENDA

All Applications can be viewed on the Town of Bluffton's Permit Finder page
<https://www.townofbluffton.us/permit/>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **Chipotle at May River Crossing (Development Plan):** A request by OnPoint Partners, LLC on behalf of First Chatham Bank, for approval of a Preliminary Development Plan application. The project consists of the construction of a single-story 2,385 SF restaurant with associated infrastructure. The property is within the Jones Estate Planned Unit Development (PUD) consists of 0.75 acres identified by tax map number R610 036 000 3211 0000 within the May River Crossing Master Plan at the intersection of May River Crossing Road and Pondberry Road. (DP-08-25-019908) (Staff - Dan Frazier)
2. **Palmetto Bluff Montage Event Lawn (Development Plan):** A request by Griffin Savedge of Thomas & Hutton on behalf of May River Forest, LLC, for approval of a Preliminary Development Plan application. The project consists of the clearing, grading, and the installation of utility infrastructure to serve the event lawn and proposed event building. The property is within the Palmetto Bluff Planned Unit Development (PUD) and consists of approximately 0.50 acres identified by tax map number R614 045 000 0532 0000 located along Mount Pelia Road beside the Montage Inn. (DP-09-25-019937) (Staff - Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, October 29, 2025

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Public comment is limited to 3 minutes per speaker.



PUBLIC NOTICE

THE DEVELOPMENT REVIEW COMMITTEE (DRC) Meeting scheduled for

Wednesday, October 29, 2025 at 1:00 P.M.

**has been CANCELED
due to a lack of agenda items.**

**The next meeting is scheduled for
Wednesday, November 5, 2025.**

**If you have questions, please contact
Growth Management at: 843-706-4500**



Historic Preservation Review Committee Meeting

Monday, October 06, 2025 at 4:00 PM

Theodore D. Washington Municipal Building, Henry “Emmett” McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **2 Blue Crab Street (Lot 52):** A request by William Court of Court Atkins Group (Applicant) on behalf of Patrick Mason (Owner), for review of a Certificate of Appropriateness-Historic District to allow the construction of a new 2-story main house and a 2-story attached carriage house at 2 Blue Crab Street, Lot 52. The property is located in the Old Town Historic District in the Tabby Roads development and zoned Neighborhood General-Historic District (NG-HD). (COFA-09-25-019925)(Staff - Charlotte Moore)
2. **4 Blue Crab Street (Lot 51):** A request by William Court of Court Atkins Group (Applicant) on behalf of Patrick Mason (Owner), for review of a Certificate of Appropriateness-Historic District to allow the construction of a new 2-story main house and an attached carriage house at 4 Blue Crab Street, Lot 51. The property is located in the Old Town Historic District in the Tabby Roads development and zoned Neighborhood General-Historic District (NG-HD). (COFA-09-25-019927) (Staff - Charlotte Moore)
3. **6 Blue Crab Street (Lot 50):** A request by William Court of Court Atkins Group (Applicant) on behalf of Patrick Mason (Owner), for review of a Certificate of Appropriateness-Historic District to allow the construction of a new 2-story main house and a 2-story attached carriage house at 6 Blue Crab Street, Lot 50. The property is located in the Old Town Historic District in the Tabby Roads development and zoned Neighborhood General-Historic District (NG-HD). (COFA-09-25-019928) (Staff - Charlotte Moore)
4. **8 Blue Crab Street (Lot 49):** A request by William Court of Court Atkins Group (Applicant) on behalf of Patrick Mason (Owner), for review of a Certificate of Appropriateness-Historic District to allow the construction of a new 2-story main house and a 2-story attached carriage house at 8 Blue Crab Street, Lot 49. The property is located in the Old Town Historic District in

the Tabby Roads development and zoned Neighborhood General-Historic District (NG-HD).
(COFA-09-25-019929) (Staff - Charlotte Moore)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, October 13, 2025

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Executive Session – The public body may vote to go into executive session for any item identified for action on the agenda.

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Public comment is limited to 3 minutes per speaker.*



PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Monday, October 13, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Monday, October 20, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500



Historic Preservation Review Committee Meeting

Monday, October 20, 2025 at 4:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **1 Garfield's Way:** A request by Ansley Manuel (Manuel Studio), Applicant, on behalf of Samuel Kopotic, Owner, for review of a Certificate of Appropriateness-Historic District to allow the construction of a 2-story 2,487 SF main house and an attached 1,188 SF carriage house at 1 Garfield's Way. The property is located in the Old Town Historic District and zoned Neighborhood General-Historic District (NG-HD). (COFA-09-25-019941) (Staff-Charlotte Moore)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, October 27, 2025

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Executive Session – The public body may vote to go into executive session for any item identified for action on the agenda.

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<https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60>

Public comment is limited to 3 minutes per speaker.



Historic Preservation Review Committee Meeting

Monday, October 27, 2025 at 4:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **5 Garfields Way:** A request by Scott Middleton (Southern Coastal Homes), Applicant, on behalf of Paula Stewart, Owner, for review of a Certificate of Appropriateness-Historic District to allow the construction of a new 2-story 2,621 SF main house and a 264 SF carriage house at 5 Garfields Way. The property is located in the Old Town Historic District and zoned Neighborhood General-Historic District (NG-HD). (COFA-10-25-019966) (Charlotte Moore - Staff)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, November 3rd, 2025

“FOIA Compliance – Public notification of this meeting has been published and posted in compliance with the Freedom of Information Act and the Town of Bluffton policies.”

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Public comment is limited to 3 minutes per speaker.



PUBLIC NOTICE

The Construction Board of
Adjustments and Appeals (CBAA)
Meeting scheduled for

Tuesday, October 28, 2025, at 6:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Tuesday, November 18, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500



Affordable Housing Committee Meeting

Thursday, October 02, 2025 at 10:00 AM

**Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers,
20 Bridge Street, Bluffton, SC**

AGENDA

This meeting can be viewed live on [BCTV](#), on Sparklight Channel 9 and 113 or on Spectrum Channel 1304.

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF MINUTES

1. September 4, 2025

IV. PUBLIC COMMENT

V. OLD BUSINESS

VI. NEW BUSINESS

1. FY26 Neighborhood Assistance Budget Update

VII. DISCUSSION

VIII. ADJOURNMENT

NEXT MEETING DATE: Thursday, November 6, 2025

“FOIA Compliance – Public notification of this meeting has been published and posted in compliance with the Freedom of Information Act and the Town of Bluffton policies.”

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Town of Bluffton will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. The Town of Bluffton Council Chambers are ADA compatible. Auditory accommodations are available. Any person requiring further accommodation should contact the Town of Bluffton ADA Coordinator at 843.706.4500 or adacoordinator@townofbluffton.com as soon as possible but no later than 48 hours before the scheduled event.

Executive Session – The public body may vote to go into executive session for any item identified for action on the agenda.

**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. To submit a public comment online, please click here:*

<https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60>

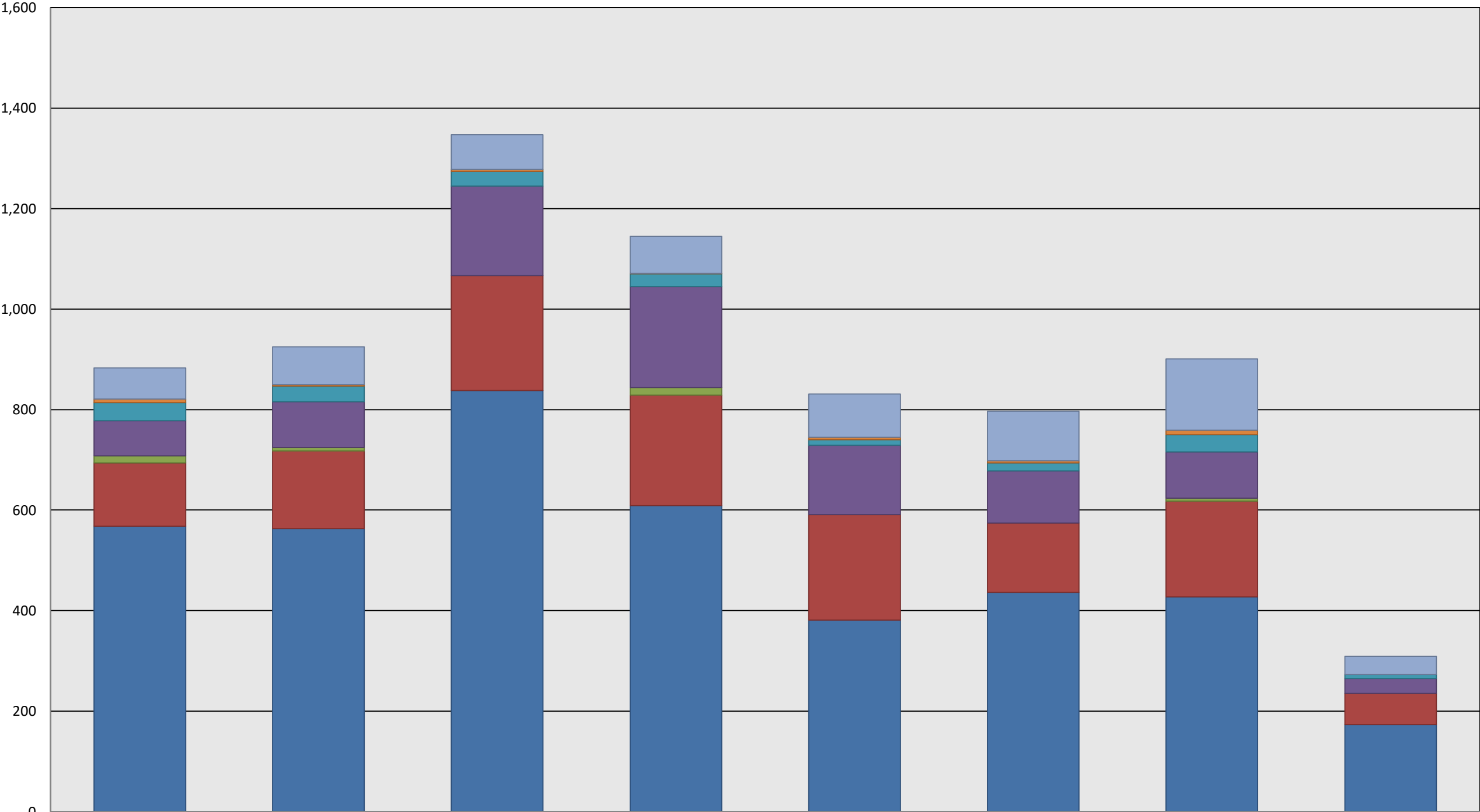
Public comment is limited to 3 minutes per speaker.

Town of Bluffton
Building Permits Issued
FY 2019 - 2026

Attachment 8a

Section XI. Item #1.

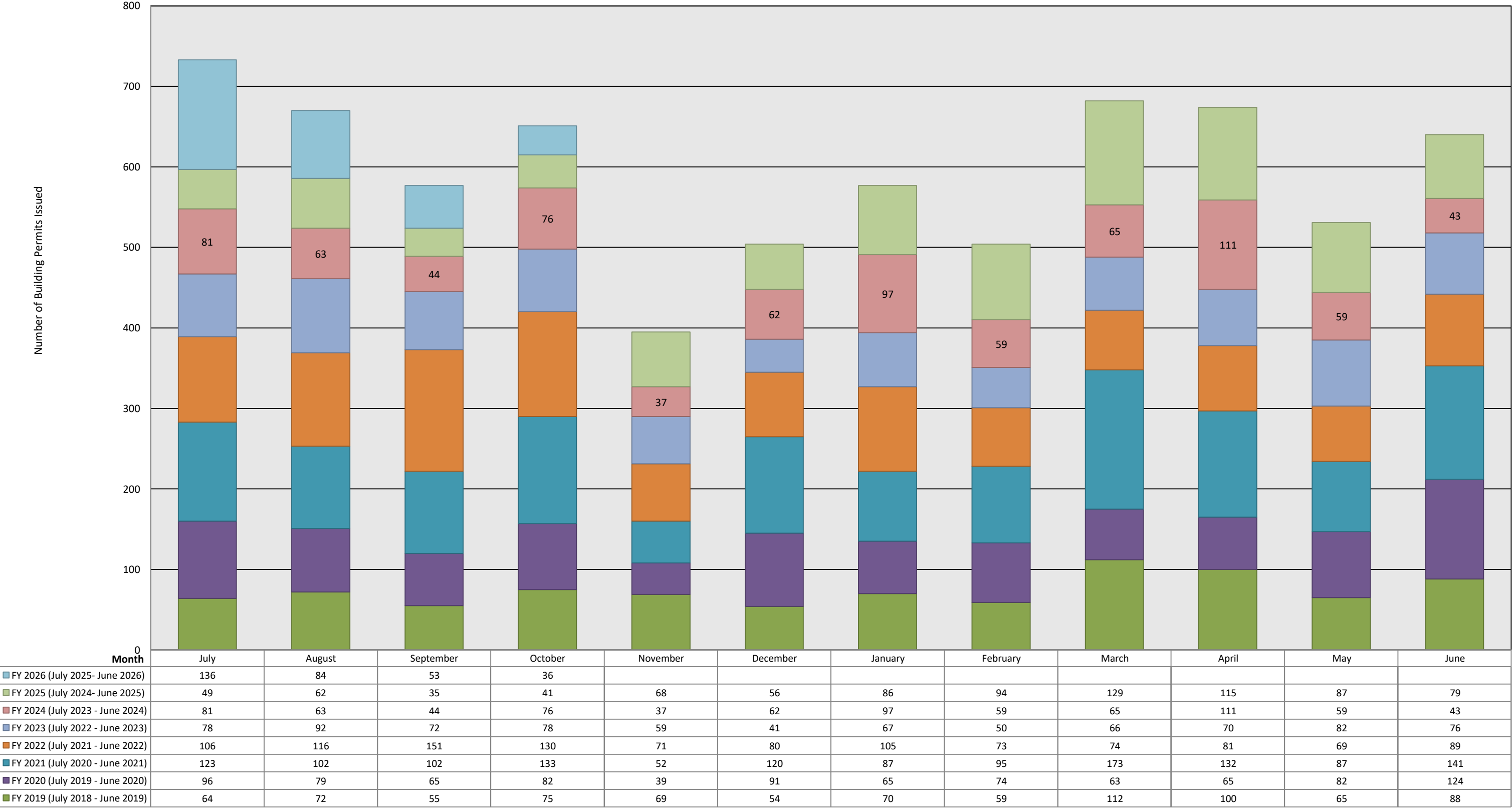
Number of Building Permits Issued



Year	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024- June 2025)	FY 2026 (July 2025 - June 2026)
Other Commercial	62	75	69	74	86	99	142	36
Commercial Addition	7	3	4	1	5	4	9	0
New Commercial Construction/ Tenant Upfit	36	31	29	25	11	16	34	8
Other Residential	70	91	178	201	138	104	92	30
New Multi Family - Apartments	14	7	0	15	0	0	6	0
Residential Addition	126	155	229	220	210	138	191	62
New Single Family	568	563	838	609	381	436	427	173

Notes: 1. Building Permits Issued excludes those Building Permits which were voided or withdrawn.
2. Residential addition includes: additions, screen enclosures, carport, re-roof, modular.
3. Other residential includes: new accessory structure, new accessory residence.
4. Commerical addition includes: additions, screen enclosure, shell.
5. Other commerical includes: remodel and accessory structure.

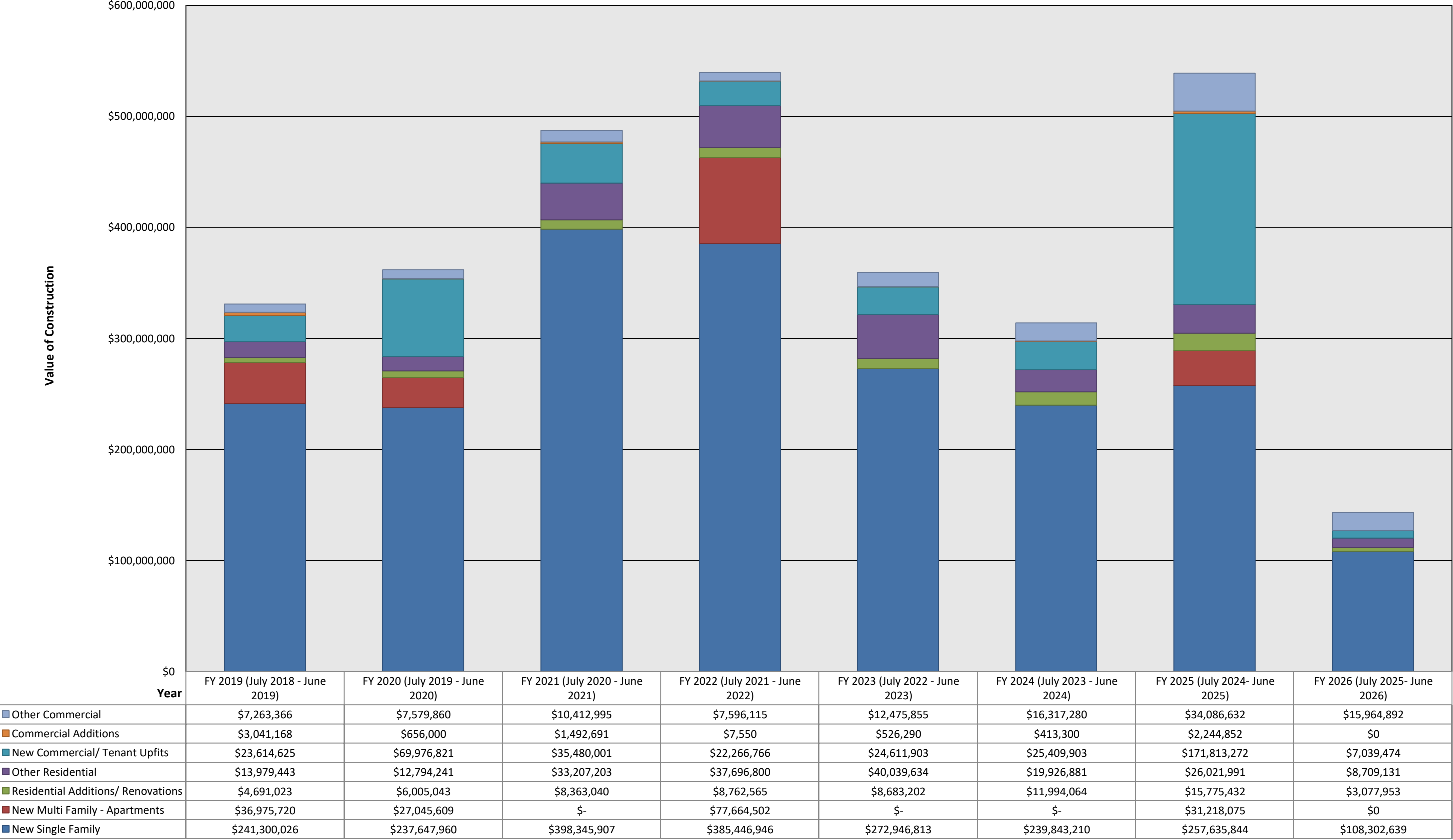
Town of Bluffton
Building Permits Issued Per Month
FY 2019 - 2026



Notes: 1. Building Permits Issued excludes those Building Permits which were voided or withdrawn.

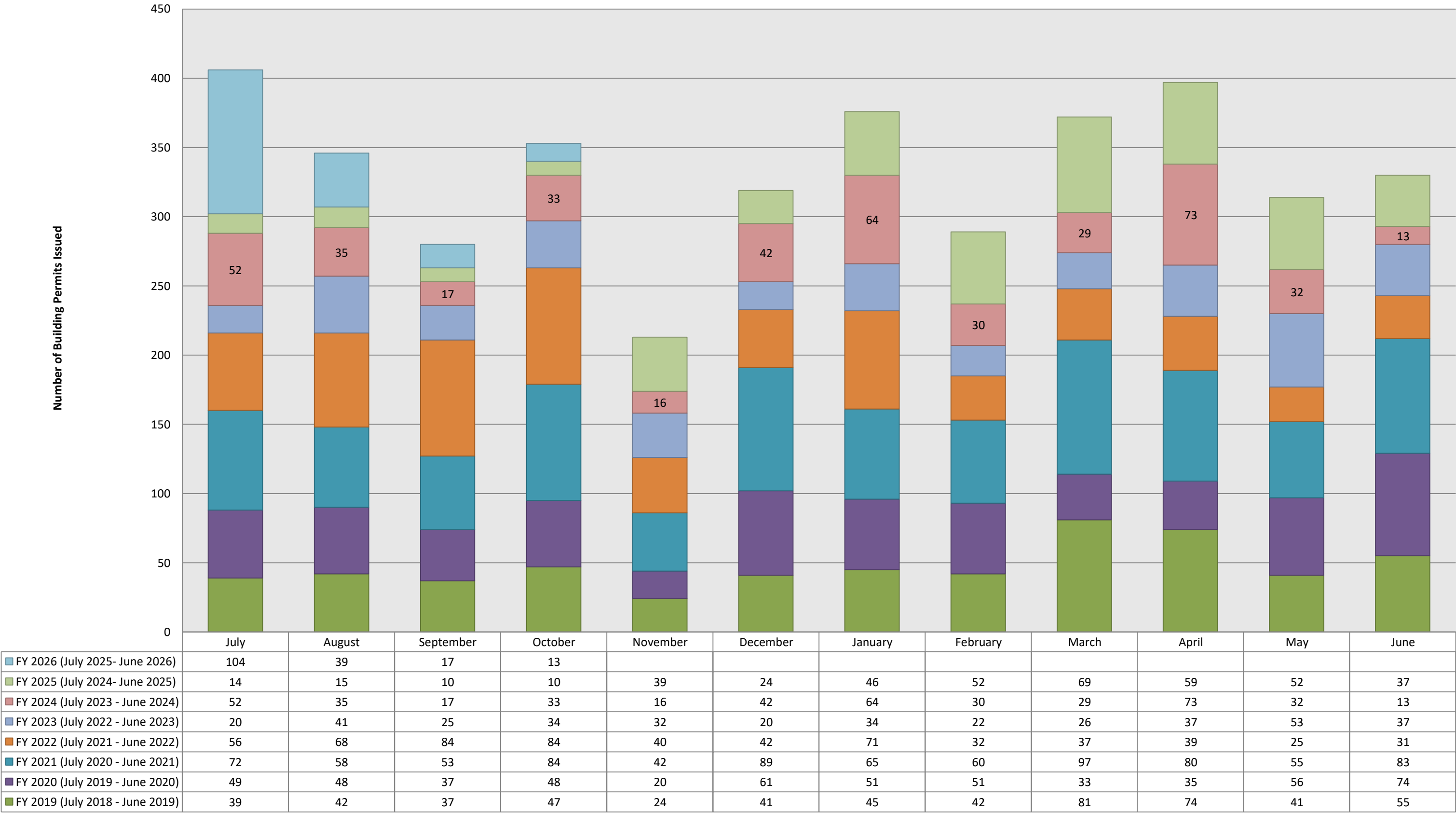
Town of Bluffton
Value of Construction
FY 2019 - 2026

Attachment 8c



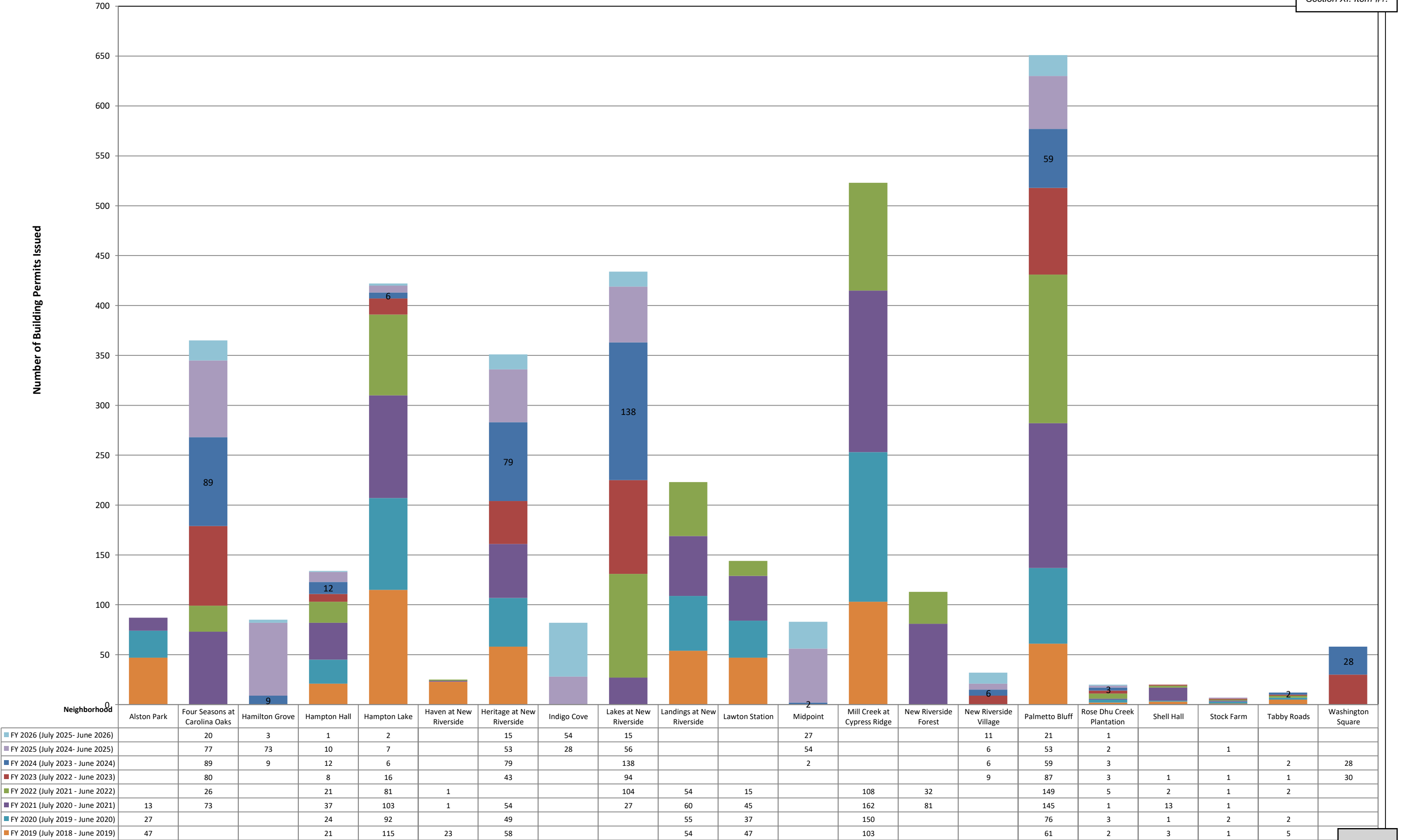
Notes: 1. Residential addition includes: additions, screen enclosures, carport, re-roof, modular.
2. Other residential includes: new accessory structure, new accessory residence.
3. Commerical addition includes: additions, screen enclosure, shell.
4. Other commerical includes: remodel and accessory structure.

Town of Bluffton
New Single Family Residential Building Permits Issued Per Month
FY 2019 - 2026



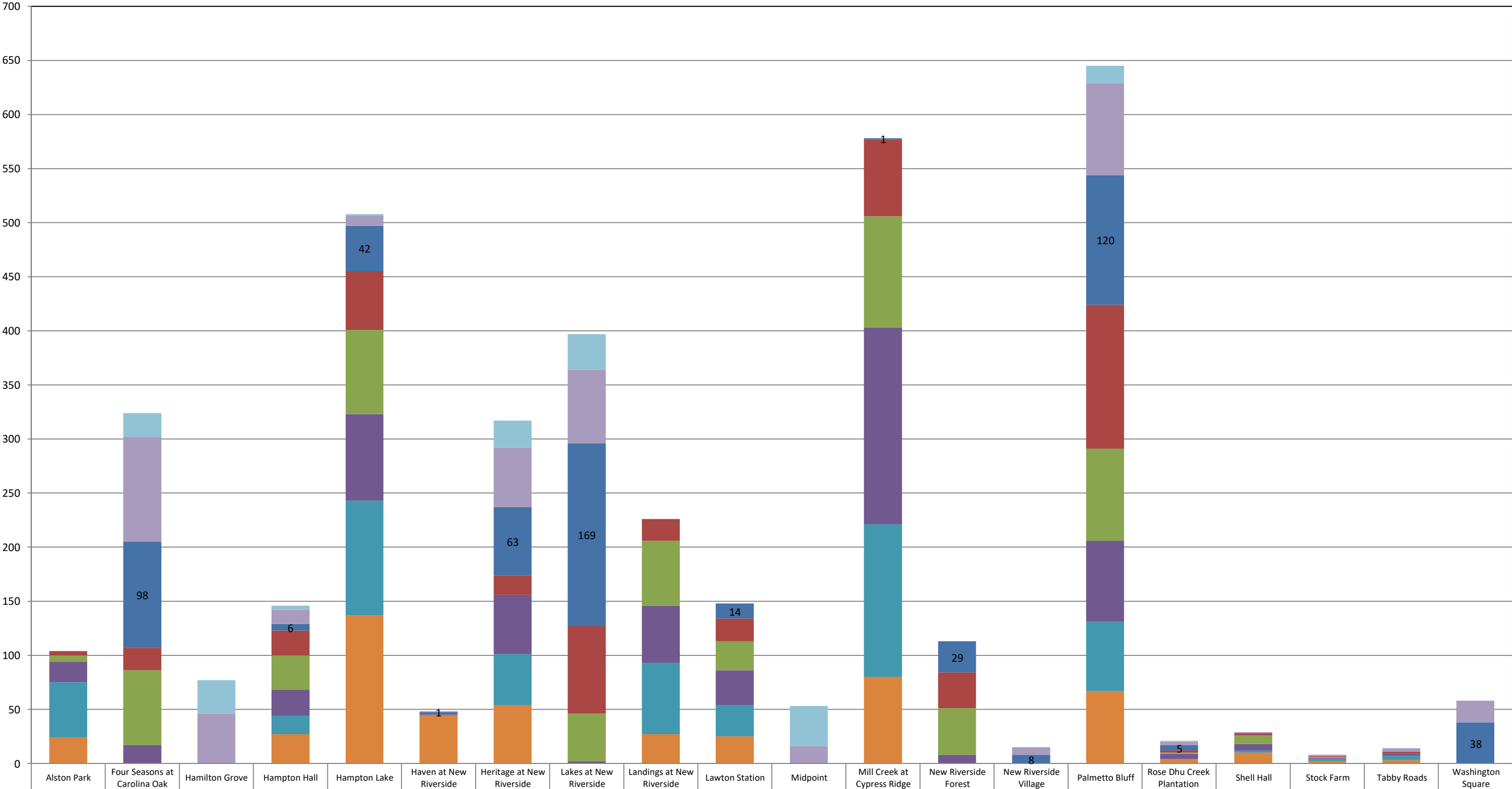
Note: Building Permits Issued excludes those Building Permits which were voided or withdrawn.

Town of Bluffton
New Single Family Residential Building Permits Issued by Neighborhood FY 2019 -2026



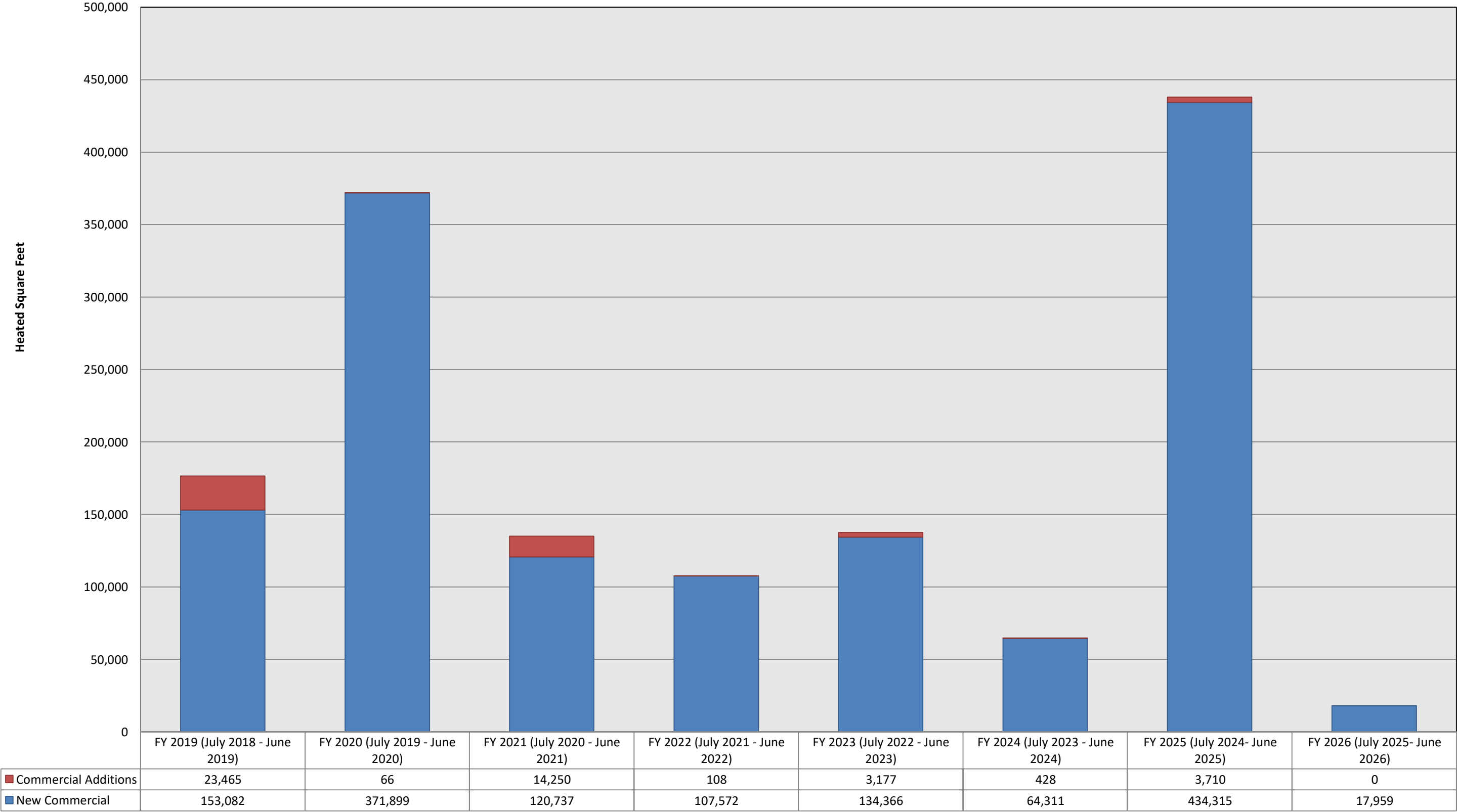
Town of Bluffton
New Single Family Certificates of Occupancy Issued by Neighborhood FY 2019 - 2026

Number of New Housing Starts



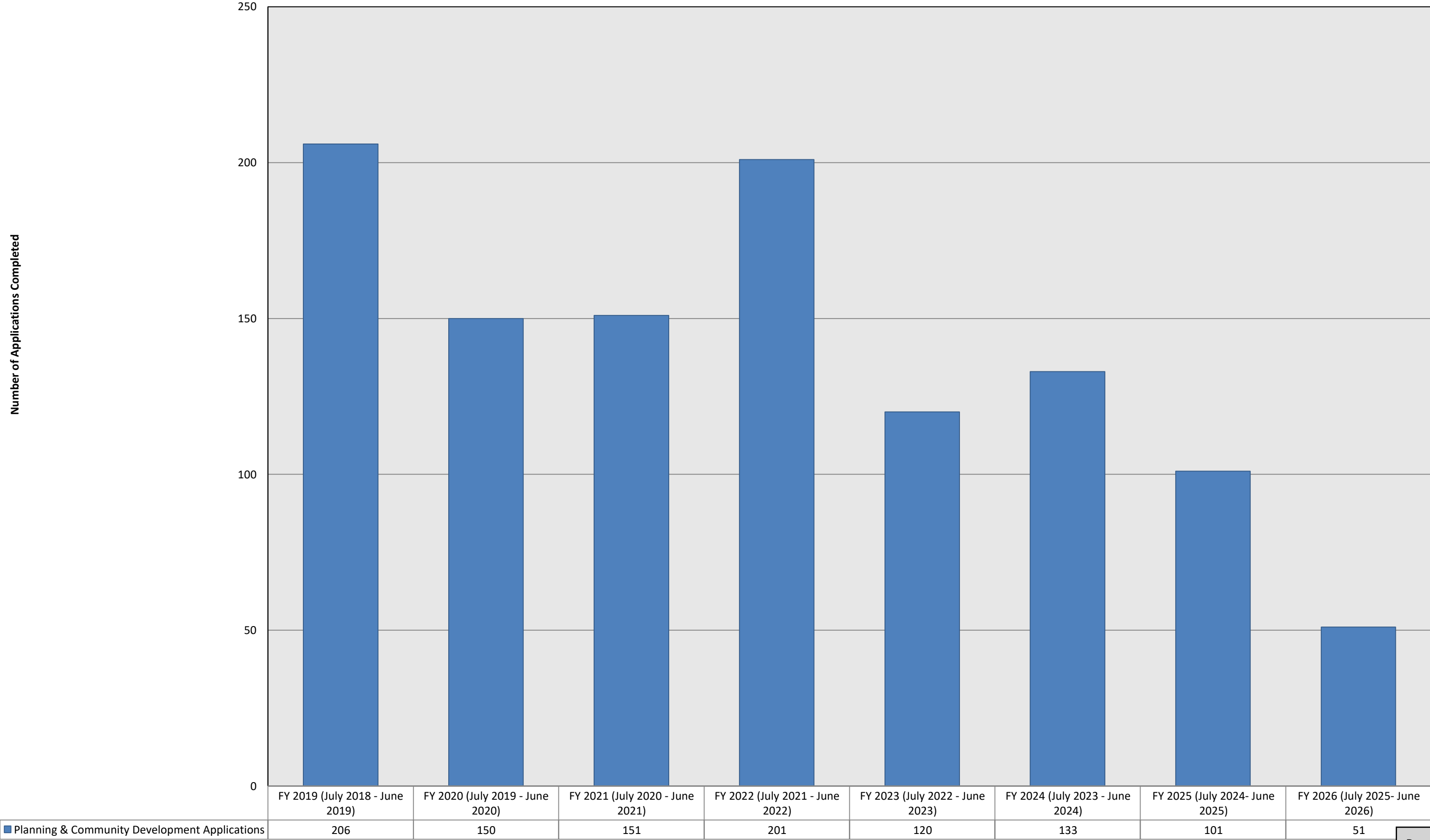
FY 2026 (July 2025- June 2026)		22	31	4	1		25	33			37			16	1			
FY 2025 (July 2024- June 2025)		97	46	13	10		55	68			16		7	85	3	1	1	3
FY 2024 (July 2023 - June 2024)		98		6	42	1	63	169		14		1	29	8	5			38
FY 2023 (July 2022 - June 2023)	4	21		23	54		18	81	20	21		71	33		2	2	1	2
FY 2022 (July 2021 - June 2022)	6	69		32	78			44	60	27		103	43		1	8	1	
FY 2021 (July 2020 - June 2021)	19	17		24	80	2	55	2	53	32		182	8		5	6	1	2
FY 2020 (July 2019 - June 2020)	51			17	106	1	47		66	29		141				2	2	4
FY 2019 (July 2018 - June 2019)	24			27	137	44	54		27	25		80			4	10	2	3

Town of Bluffton
New Commercial Construction and Additions Heated Square Footage
FY 2019 - 2026



Town of Bluffton
Planning & Community Development Applications Completed
FY 2018 - 2025

Number of Applications Completed

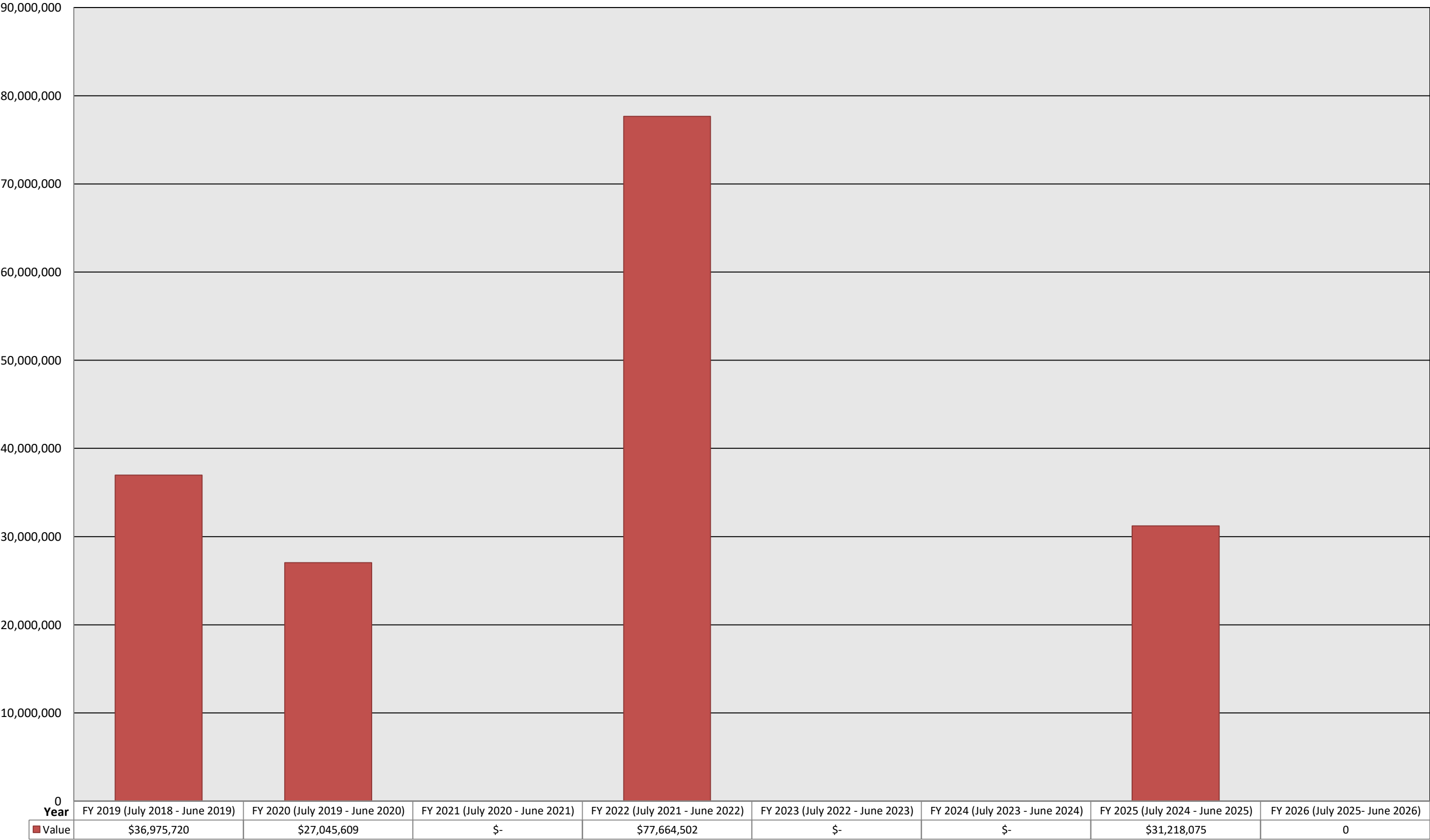


Town of Bluffton
Multi Family Apartments Value
FY 2018 - 2025

Attachment 8i

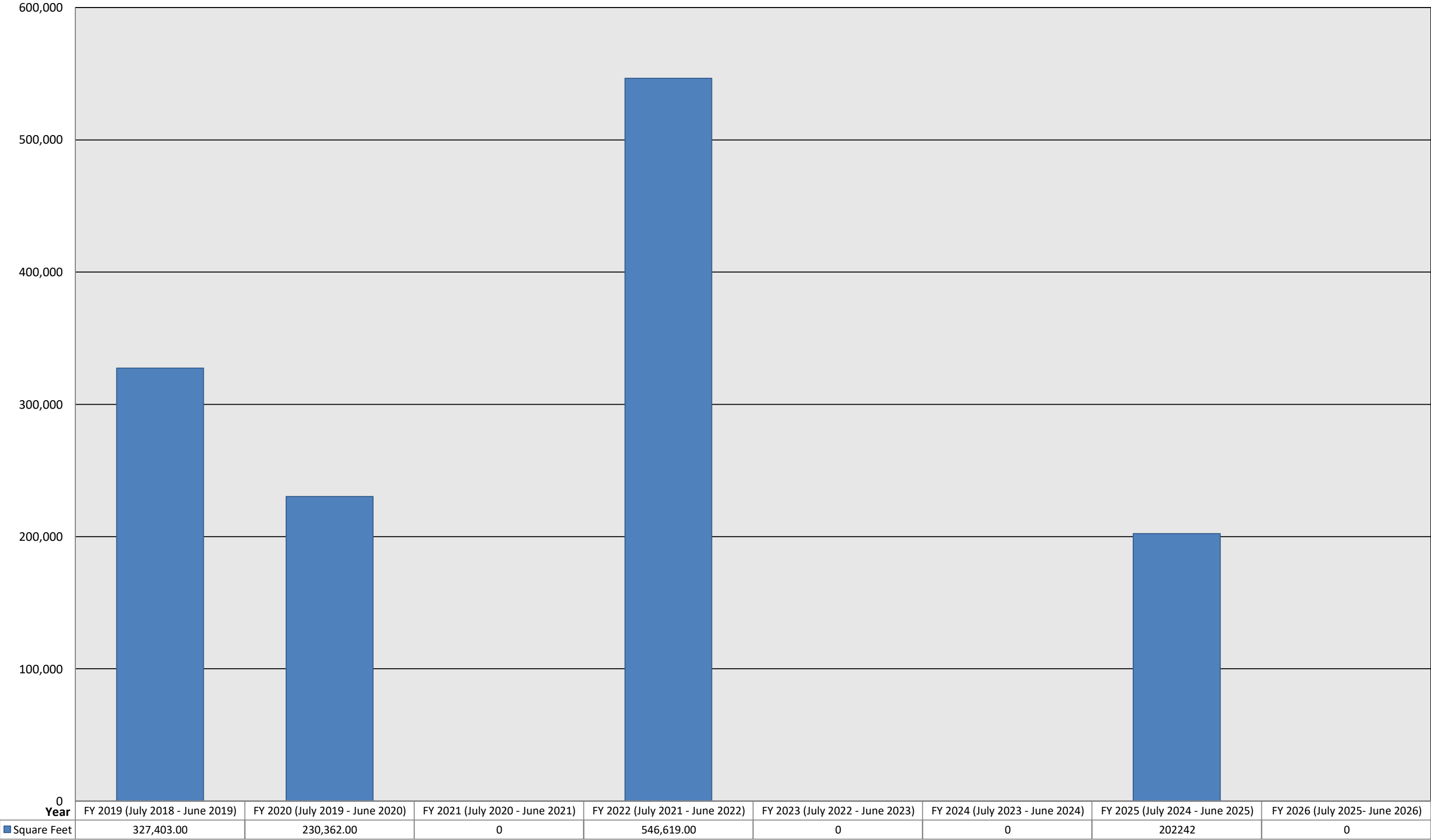
Section XI. Item #1.

Value of Multi Family Apartments



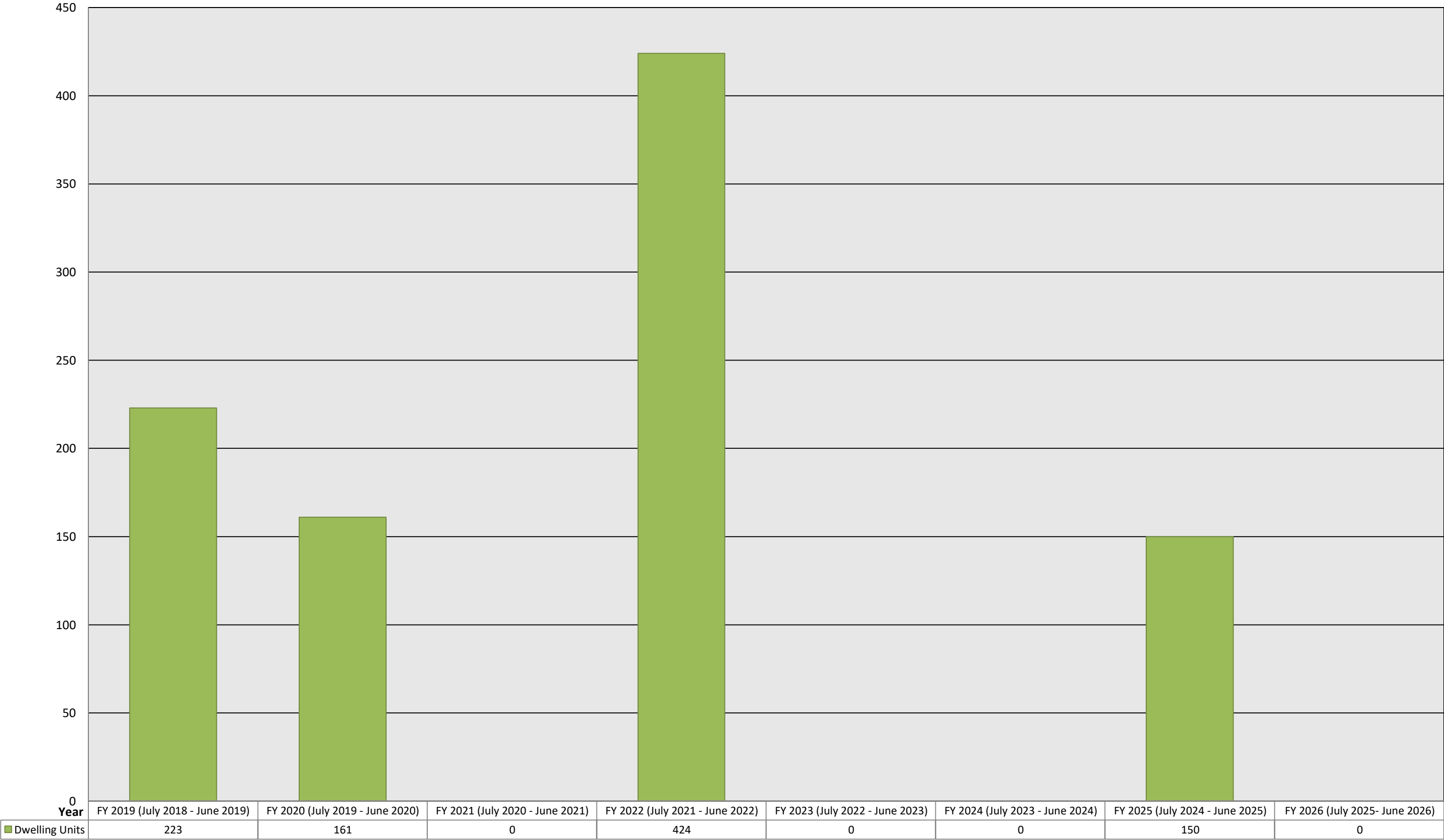
Town of Bluffton
Multi Family Apartments Square Footage
FY 2018 - 2025

Square Footage of Multi Family Apartments



Town of Bluffton
Multi Family Apartments Total Units
FY 2018 - 2025

Multi Family Apartments Total Units





Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Annexation Petition

100%

ANNX-03-24-019045	03/14/2024		Annexation Petition	Active	Aubrie Giroux
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Applicant: Bryant and Son Trucking Company **Owner:** Bryant and Son Trucking Company

PLAN DESCRIPTION: A request by the applicant and property owner Johnnie Bryant III, for approval of an annexation application. The property is located at 30 Davis Road and consists of approximately 2.14 acres identified by tax map number R600 029 000 0028 0000 and currently zoned T2R Rural in unincorporated Beaufort County. This application is associated with the following zoning map amendment request; ZONE-03-24-019046.

STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.

STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment were recommended for approval at the July 24, 2024, Planning Commission meeting.

STATUS: THE ZMA and CPA were approved at 1st Reading at the August 13, 2024, Town Council Meeting.

STATUS 11-12-24: Town Council APPROVED 2nd and Final Reading of the ZMA and CPA.

PROJECT NAME:

ANNX-09-25-019917	09/03/2025		Annexation Petition	Active	Kevin Icard
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Applicant: Hilton Head Medical Center LLC **Owner:** Hilton Head Medical Center LLC

PLAN DESCRIPTION: The applicant, Hilton Head Medical Center LLC, seeks approval to annex 1.58 acres of land into the Buckwalter PUD, to be designed as part of Grande Oaks Commons. 65.59 acres were recently annexed into the Town of Bluffton, under Buckwalter PUD zoning, and designated Grande Oaks Commons, in which the applicant is now seeking to incorporate the adjacent adjoining property at the corner of Buckwalter Parkway and Lake Point Drive. This 1.58-acre parcel is designated as Parcel 12A, tax map number R600 029 000 2409 0000. The amendment would add an additional 1.58 acres of General Commercial acreage to the total General Commercial development rights within the Buckwalter PUD under this annexation. There will be no change to the total residential Development Rights within the Buckwalter PUD under this annexation application.

PROJECT NAME:

Total Annexation Petition Cases: 2

Certificate of Appropriateness

Highway Corridor Overlay District

Thursday, October 23, 2025



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Certificate of Appropriateness

COFA-11-22-017422 11/21/2022 255 NEW RIVERSIDE VILLAGE WAY Certificate of Appropriateness Active Katie Peterson

Applicant: Court Atkins **Owner:** Solomon Dental

PLAN DESCRIPTION: The Applicant requests approval of a Certificate of Appropriateness-HCO for a 1.56-acre development consisting of a 15,000 square foot office building for a dental practice and six tenants. The property is identified by tax map number R610 036 000 3714 0000 and is located at 255 New Riverside Village Way. The zoning designation for the property is New Riverside PUD with the Highway Corridor Overlay District.

12.16.2022: Application was approved with conditions at the December 14, 2022 meeting of the Planning Commission. Staff is awaiting revised document submittal to address the Planning Commission conditions.

7.18.23: Have not yet received resubmittal.

10.12.23: Emailed items still outstanding. Awaiting revisions.

Approved Conditionally - Lighting Plan must be updated prior to HCO inspections.

PROJECT NAME: NEW RIVERSIDE VILLAGE

COFA-08-22-017145 08/31/2022 6201 JENNIFER COURT Certificate of Appropriateness Active Katie Peterson

Applicant: Witmer Jones Keefer Ltd. **Owner:** Micheal Bradley Holdings LLC

PLAN DESCRIPTION: The River Dog Brewing project involves the construction of a ±50,000 SF two-story building, housing a brewing production facility, retail sales area, and restaurant/bar upon three existing lots on Jennifer Court at the intersection of Buck Island Road and May River Road. As a brief history – back in 2000 AEC permitted the Bright Commercial Subdivision master-planned for five individual commercial development parcels involving a new connector roadway between Buck Island Road and May River Road, incorporating both wet and dry utilities as well as storm drainage stub outs to each parcel. The development was designed, permitted and constructed under the Beaufort County development ordinance prior to annexation by the Town of Bluffton. Subsequently, Parker's convenience store was constructed upon two of the five parcels and, due to greater stormwater regulation, was required to provide additional water quality treatment consisting of shallow bioretention ponds/swales. The River Dog Brewing project parcels are identified as R600 039 000 0021 0000, R610 039 000 0756 0000, and R610 039 000 0757 0000. The property is zoned Neighborhood Core with the adjacent properties being the same.

STATUS[11.17.2022]: The application was approved with conditions at the November 16, 2022 Planning Commission meeting. Awaiting resubmitted documents addressing Planning Commission conditions.

7.18.23: Have not yet received resubmittal.

1.5.2024: Architectural items have been addressed by 1/5 resubmittal. Exempt plat, Development Plan and Lighting resubmittal still required.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Certificate of Appropriateness

COFA-03-23-017836 03/28/2023 45 SLATER ST STREET Certificate of Appropriateness Active Katie Peterson

Applicant: EIG14T RCCC 229 SC-Bluffton LLC **Owner:** EIG14T BBMA SC BLUFFTON LLC

PLAN DESCRIPTION: A request by Samantha Kozlowski, Development Manager, on behalf of the owners, EIG14T BBMA SC BLUFFTON, LLC for approval of a Certificate of Appropriates – Highway Corridor Overlay. The project consists of the construction of a +/- 11,953 SF Big Blue Marble Academy (child care facility), along with the related infrastructure, landscaping and lighting. The site is identified by tax map number R614 028 000 5285 0000, located at the intersection of Mill Creek Blvd. and Okatie Highway and is zoned Cypress Ridge PUD.

STATUS [3/29/2023]: Applicant notified of incomplete submittal via email 3/29/23. Awaiting Resubmittal. No Final DP has been submitted, missing landscape plan, lighting plan, dumpster elevations, color board_

7.18.23: The Application was heard at the 6.28.23 Planning Commission meeting. It was tabled for the applicant to address PC comments. Awaiting resubmitted materials addressing PC comments prior to placing it back on the PC agenda.

10.23.23: The revised submittal has been placed on the 10.25.23 PC Agenda.

Approved. See attached.

Amendment submitted 5/8. Email sent to applicant that vents which have been placed on front elevation must be relocated to rear.

PROJECT NAME:

COFA-01-24-018868 01/17/2024 1 JCS CV COVE Certificate of Appropriateness Active Katie Peterson

Applicant: Pearce Scott Architects **Owner:** GOF, LLC

PLAN DESCRIPTION: JC's Cove Rec Building: A request by Pearce Scott Architects, on behalf of the Owner, Jim Saba, for a review of a Certificate of Appropriateness - HD to construct a new 2-story recreation building of approximately 2,915SF to be located at 1 JCs Cove, identified by tax map number R610 039 000 1129 0000, zoned Agricultural, and located within the Highway Corridor Overlay district.

Status: The Conceptual Application was heard by the DRC at their February 21, 2024 meeting and comments provided to applicant. Awaiting final submittal.

PROJECT NAME: JC'S COVE

Historic District



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Certificate of Appropriateness

COFA-09-25-019927 09/08/2025 4 BLUE CRAB ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Court Atkins Interiors, LLC **Owner:** Patrick Mason Custom Homes

PLAN DESCRIPTION: A request by William Court of Court Atkins Group (Applicant) on behalf of Patrick Mason (Owner), for review of a Certificate of Appropriateness-Historic District to allow the construction of a new 2-story main house and an attached carriage house at 4 Blue Crab Street. The property is located in the Old Town Historic District in the Tabby Roads development and zoned Neighborhood General-Historic District (NG-HD).
STATUS (09.24.2025): Concept Plan scheduled for October 13, 2025 HPRC meeting.

PROJECT NAME: OLD TOWN

COFA-11-21-016057 11/04/2021 58 CALHOUN ST Certificate of Appropriateness Active Katie Peterson

Applicant: Court Atkins Architects Inc **Owner:** May River Montessori

PLAN DESCRIPTION: May River Montessori: Awaiting resubmittal:
A request by Court Atkins Architects, Inc., on behalf of the owner, May River Montessori, for review of a Certificate of Appropriateness- HD to allow the construction of a new 2-story building of approximately 5,800 SF located at 58 Calhoun Street, in the Old Town Bluffton Historic District and zoned Neighborhood Center-HD.
STATUS [11/5/2021]: The application is currently being reviewed by Staff for conformance with the Unified Development Ordinance (UDO), Traditional Construction Patterns, and any development plans associated with the parcel and is scheduled for review by the HPRC at the December 6, 2021 meeting.
STATUS [12/8/2021]: The application was reviewed at the December 6, 2021 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the approval of the Development Plan and submission of a final application for full HPC review.
STATUS [1.20.2023]: A Final Application has been received and the item is slated to be heard at the February 1, 2023 HPC meeting.
STATUS 2.1.2023: The Application was approved with conditions at the 2.1.23 HPC meeting. Staff is awaiting submittal of revised documents addressing all HPC Conditions.
3.27.2023: Revision received - Landscape Plan not in compliance and does not match DP. DP still not approved.

PROJECT NAME: OLD TOWN



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Certificate of Appropriateness

COFA-03-25-019657 03/19/2025 36 WHARF STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Kingfisher Construction - USE THIS ACCOUNT **Owner:** Kathy Barbina

PLAN DESCRIPTION: A request by Jaime Guscio (Kingfisher Construction), on behalf of owners, Kathy Barbina and Tim Harris, for review of a Certificate of Appropriateness-Historic District, to allow construction of a detached Carriage House of approximately 1200 SF located at 36 Wharf Street (Parcel R610 039 00A 0417 0000). The property is within the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).
STATUS (04.14.2025): Application reviewed at April 14 HPRC meeting. Awaiting resubmission.
STATUS (06.05.2025): Final Plan to be reviewed by HPC on August 6, 2025.
STATUS (08.06.2025): Tabled at HPC meeting.
STATUS (09.22.2025): To be reviewed at October 1 HPC.
STATUS(10.01.2025): Approved by HPC with conditions. Awaiting resubmission with conditions addressed.
STATUS (10.22.2025): Applicant is seeking an amendment. Will return to November 5, 2025 HPC meeting.

PROJECT NAME: OLD TOWN

COFA-09-25-019929 09/08/2025 8 BLUE CRAB ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Court Atkins Interiors, LLC **Owner:** Patrick Mason Custom Homes

PLAN DESCRIPTION: A request by William Court of Court Atkins Group (Applicant) on behalf of Patrick Mason (Owner), for review of a Certificate of Appropriateness-Historic District to allow the construction of a new 2-story main house and an attached carriage house at 8 Blue Crab Street. The property is located in the Old Town Historic District in the Tabby Roads development and zoned Neighborhood General-Historic District (NG-HD).
STATUS (09.24.2025): Concept Plan scheduled for October 13, 2025 HPRC meeting.

PROJECT NAME: OLD TOWN



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Certificate of Appropriateness

COFA-09-24-019336 09/13/2024 5812 GUILFORD PLACE Certificate of Appropriateness Active Charlotte Moore

Applicant: Court Atkins **Owner:** Walter Strong III

PLAN DESCRIPTION: A request by Court Atkins Architects, Inc., Applicant, on behalf of Property Owner, 5812 Guilford Place, LLC, for approval of a Certificate of Appropriateness-HD to construct a new 2-story main building of approximately 2,400 square feet and a connected 2-story carriage house of approximately 1050 square feet at 5812 Guilford Place in Old Town Bluffton Historic District and the Stock Farm Development. The property is zoned Neighborhood General-HD.

Existing Conditions

Currently, 5812 Guilford Place is an empty lot with trees and foliage. There is a 2 Story building to the East and an empty lot to the West, with residential construction on the other side of Guilford Place.

Proposed Building Construction

The proposed architectural program for the project is a 2 story main structure with a 1170 SF tenant space on the first floor and the 1250 SF Alair Homes office on the second floor. The adjacent connected carriage house has a 525 SF tenant space on each floor. The expected occupancy for each space is Business. There are two exterior stairs, one off of May River Road and the other between the structures.

There are two tabby parapet walls, similar in character to the adjacent Hair and So On Salon and nearby Kelly Caron Designs. Trellises wrap the two-story entry porch off of May River Road, allowing plants to climb the building.

The architectural massing of the building includes simple roof forms with standing seam and asphalt shingle roofing. The exterior materials for the building will be cementitious fiber siding (horizontal and vertical). The porch railing will be metal.

STATUS (10.04.2024): To be reviewed by HPRC October 7. Plans have changed since pre-application meeting.

STATUS 10.07.2024: HPRC meeting held October 7. COFA-HD scheduled for 12.04.2024 HPC meeting.

STATUS 12.04.2024: HPC approved application with conditions; awaiting resubmittal addressing those conditions.

PROJECT NAME: OLD TOWN



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Certificate of Appropriateness

COFA-05-22-016795 05/26/2022 4 WILD SPARTINA ST Certificate of Appropriateness Active Katie Peterson

Applicant: Manuel Studio, LLC

Owner: Brad & Jacki Rechtfertig - USE THIS ACCOUNT

PLAN DESCRIPTION: A request by Ansley H Manuel, on behalf of the owners, Brad and Jacki Rechtfertig, for review of a Certificate of Appropriateness- HD to allow the construction of two-story single-family residence of approximately 2,043 SF and a Carriage House of approximately 1,136 SF to be located at 4 Wild Spartina Street, Lot 42 in the Tabby Roads Development, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.

STATUS [5/27/2022]: The application is currently being reviewed by Staff for conformance with the Unified Development Ordinance (UDO), Traditional Construction Patterns, and any development plans associated with the parcel and is scheduled for review by the HPRC at the June 20, 2022 meeting.

STATUS [6/22/2022]: The application was reviewed at the June 20, 2022 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the submission of a final application for full HPC review.

STATUS 2/2/2023: The HPC Approved the application with conditions at the February 1, 2023 meeting. Staff is awaiting resubmitted documents addressing the HPC conditions. Once received and satisfactorily reviewed, Town Staff will approve and stamp the plans and issue a final Certificate of Appropriateness.

STATUS 2/2/2023: The HPC Approved the application with conditions at the February 1, 2023 meeting. Staff is awaiting resubmitted documents addressing the HPC conditions. Once received and satisfactorily reviewed, Town Staff will approve and stamp the plans and issue a final Certificate of Appropriateness.

STATUS (08.13.2025): Amendment 1 approved for certain changes as noted on the approved drawings.

Approved. Note: A tree removal permit is required prior to ANY LOT CLEARING (Status: Tree Removal Permit issued 1/22/2025 TREE-01-25-0044)

PROJECT NAME: OLD TOWN



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Certificate of Appropriateness

COFA-04-25-019686 04/02/2025 215 GOETHE RD ROAD Certificate of Appropriateness Active Charlotte Moore

Applicant: Philipe Madhere

Owner: Miguel Loarca

PLAN DESCRIPTION: A request by Phil Madhere, on behalf of the owner, Miguel Loarca (Leonex Construction Group), for review of a Certificate of Appropriateness-Historic District, to allow construction of a three-story mixed use Main Street Building (approximately 2,775 SF) and detached Carriage House (approximately 528 SF) located at 215 Goethe Road (Parcel R610 039 00A 0289 0000). The property is within the Old Town Historic District and is zoned Neighborhood Core-Historic District (NC-HD).
STATUS (04.28.2025): Reviewed at April 28 HPRC meeting. Awaiting final submission.
STATUS (08.18.2025): Scheduled for September 3 HPC meeting.
STATUS (09.04.2025): Final Plan approved with conditions. Awaiting final submittal.
STATUS (10.22.2025): Comments regarding revised Final Plan sent to applicant. Revisions still needed.

PROJECT NAME: OLD TOWN

COFA-05-24-019123 05/09/2024 128 BRIDGE ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Manuel Studio, LLC

Owner: Lynda Strong

PLAN DESCRIPTION: A request by Ansley H Manuel, Architect, on behalf of the Owner Lynda Lee Googe Strong, for review of a Certificate of Appropriateness - HD to construct a new 2-story Carriage House at 128 Bridge Street, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.
Status: Application is being reviewed and will be heard at the 6/3/2024 HPRC meeting.
Status 6.4.2024: Awaiting Final Submittal
Status 8.28.2024: The final submittal has been received and is tentatively scheduled for the October HPC Agenda.
STATUS 09.06.2024: Scheduled for October 2 HPC.
STATUS 10.02.2024: Approved by HPC with conditions to be shown on final plan submission.

PROJECT NAME: OLD TOWN



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Certificate of Appropriateness					
COFA-08-25-019913	08/29/2025	28 WHARF ST STREET	Certificate of Appropriateness	Active	Charlotte Moore
Applicant: Claxton Properties, LLC		Owner: JRA Holdings LLC			
PLAN DESCRIPTION: A request by Malcolm Claxton (Applicant), on behalf of David Meeder (Owner), for review of a Certificate of Appropriateness-Historic District, to allow the renovation and minor expansion of an existing 1-story house of 1,157 SF and construction of a new detached Carriage House of approximately 538 SF located at 28 Wharf Street (Parcel R610 039 00A 0093 0000). The property is located in the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD). STATUS(09.10.2025): The Concept Plan is scheduled for review by the HPRC on September 29, 2025.					
PROJECT NAME:		OLD TOWN			
COFA-11-24-019458	11/22/2024	17 LAWRENCE ST STREET	Certificate of Appropriateness	Active	Charlotte Moore
Applicant: Incircle Architecture		Owner: Jay & Lori Sofianek			
PLAN DESCRIPTION: A request by Christopher Epps (Incircle Architecture), on behalf of owners, Jay and Lori Sofianek, for review of a Certificate of Appropriateness - HD to allow the construction of a 2-story Carriage House of approximately 1199 SF located at 17 Lawrence Street in the Old Town Bluffton Historic District and zoned Neighborhood General-HD. STATUS (12.09.2024): To be reviewed at 12.16.2024 HPRC meeting. STATUS (12.16.2024): Awaiting submission for HPC review. STATUS (01.27.2025): Scheduled for the 02.05.2025 HPC meeting. STATUS (02.06.2025): Approved by HPC with conditions. Awaiting revised plans to show compliance. STATUS (03.11.2025): Final plan approved and Applicant notified. STATUS (08.25.2025): Amendment 1 - Addition of PT wood shutters to match main house approved.					
PROJECT NAME:		OLD TOWN			
COFA-10-25-019966	10/02/2025	5 GARFIELDS WAY WAY	Certificate of Appropriateness	Active	Charlotte Moore
Applicant: Southern Coastal Homes, LLC		Owner: Paula Stewart			
PLAN DESCRIPTION: A request by Scott Middleton of Southern Coastal Homes (Applicant) on behalf of Paula Stewart (Owner), for review of a Certificate of Appropriateness-Historic District to allow the construction of a new 2-story 2,621 SF main house and a 264 SF carriage house at 5 Garfield's Way. The property is located in the Old Town Historic District and zoned Neighborhood General-Historic District (NG-HD). STATUS (10.06.2025): Concept Plan scheduled for 10.27.2025 HPRC meeting.					
PROJECT NAME:		OLD TOWN			



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Certificate of Appropriateness

COFA-08-24-019275 08/09/2024 95 GREEN ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Low Tide Designs, Inc. **Owner:** Glenda Mikulak

PLAN DESCRIPTION: A request by Sam Liberti with Low Tide Designs, Inc., on behalf of the owner, Glenda Mikulak Roberts, for review of a Certificate of Appropriateness - HD to construct a new 2-story house of approximately 1,987 SF at 95 Green Street, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.
Status: Application is being reviewed and has been placed on the September 3, 2024 HPRC Agenda. Status (9/4): Awaiting Final Plan submission.

PROJECT NAME: OLD TOWN

COFA-03-25-019628 03/05/2025 6 BLUE CRAB ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Patrick Mason Custom Homes **Owner:** Blue Crab LLC

PLAN DESCRIPTION: A request by William Court of Court Atkins Group (Applicant) , on behalf of Patrick Mason (Owner), for review of a Certificate of Appropriateness-Historic District, to allow construction of a 2-story Main Residence and attached Carriage House of approximately 3,335 SF located at 6 Blue Crab Street in the Tabby Roads Development (Lot 50, Parcel R610 039 000 1230 0000). The property is located in the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).
STATUS: Scheduled for HPRC review on March 31, 2025.
STATUS (03.31.2025): Revisions will be reviewed at second HPRC meeting.
STATUS (09.24.2025): Concept Plan scheduled for October 13, 2025 HPRC meeting.

PROJECT NAME: OLD TOWN



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Active Cases

Certificate of Appropriateness

COFA-05-18-011989 05/07/2018 27 BRIDGE ST Certificate of Appropriateness Active Katie Peterson

Applicant: Court Atkins Architects, Inc.

Owner: Mike Nerhus

PLAN DESCRIPTION: Residential: A Certificate of Appropriateness to allow the construction a new 1.5 story single-family residence of approximately 4,120 SF and a Carriage House structure of approximately 1,188 SF located at 27 Bridge Street, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD
STATUS: The application was reviewed at the May 21, 2018 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the submission of a final application for full HPC review.

STATUS: A revised conceptual application was received and will be heard at the February 28, 2022 meeting of the HPRC.

STATUS: The Application was heard at the April 7, 2022 meeting of the HPC and approved with conditions. Staff is awaiting submittal of revised materials addressing the HPC Conditions. Once received Town Staff will stamp the plans and issue the Final Certificate of Appropriateness.

Per K. Icard, plans approved by Glen Umberger 8/24.

STATUS 6.13.23: Plans did not include any Landscape Conditions being met. Upon receipt of revised plans (5/24/23) addressing the Landscaping Conditions, additional changes to the structure and site plan were made. Awaiting resubmitted documents addressing comments resulting from modified plans and HPC Conditions of approval.

STATUS 8.7.2023: Approved - See Attached approval package.

STATUS 9.3.2024: Amendment 1 Approval.

STATUS 9.10.2024: Amendment 2 to allow a roof material change approved.

STATUS (08.06.2025): Amendment 3 (foundation) tabled at HPC meeting.

PROJECT NAME: OLD TOWN

COFA-05-25-019752 05/14/2025 43 THOMAS HEYWARD ST STREET Certificate of Appropriateness Active Sam Barrow

Applicant: GTH Construction LLC - USE THIS ACCOUNT

Owner: Megan Beach

PLAN DESCRIPTION: A request by George Hutson (Applicant), on behalf of Megan C. Beach (Property Owner) for review of a Certificate of Appropriateness - HD to allow a second-floor loft renovation to an existing single family detached residence to be located mostly within the existing hip roof and partially within a side shed roof addition. The property is located at 43 Thomas Heyward Street in the Old Town Bluffton Historic District and zoned Neighborhood General-Historic District (NG-HD) district. (COFA-05-25-019752)
(STATUS) 06.09.2025. Application reviewed at June 9 HPRC. Awaiting final submission.
STATUS (07.07.2025): Scheduled for August 6 HPC meeting.
STATUS (08.06.2025): Approved by HPC.

PROJECT NAME: OLD TOWN



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Town of Bluffton

Department of Growth Management

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20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Active Cases					
Certificate of Appropriateness					
COFA-09-25-019941	09/16/2025	1 GARFIELDS WAY WAY	Certificate of Appropriateness	Active	Charlotte Moore
Applicant: Manuel Studio, LLC		Owner: Samuel Kopotic			
PLAN DESCRIPTION: A request by Ansley Manuel of Manuel Studio (Applicant) on behalf of Samuel Kopotic (Owner), for review of a Certificate of Appropriateness-Historic District to allow the construction of a new 2-story 2,487 SF main house and an attached 1,188 SF carriage house at 1 Garfield's Way. The property is located in the Old Town Historic District and zoned Neighborhood General-Historic District (NG-HD). STATUS (09.24.2025): Concept Plan scheduled for 10.20.2025 HPRC meeting. STATUS (10.20.2025): HPRC meeting held. Awaiting Final Plan submission.					
PROJECT NAME:		OLD TOWN			
COFA-07-22-017007	07/26/2022	30 LAWRENCE ST	Certificate of Appropriateness	Active	Glen Umberger
Applicant: Robert Breger		Owner: Robert Breger			
PLAN DESCRIPTION: A request by Robert Breger for review of a Certificate of Appropriateness- HD to allow the construction of a new 2 story Carriage House of approximately 1,200 SF located at 30 Lawrence Street in the Old Town Bluffton Historic District and zoned Neighborhood General-HD. Status: The Application will be heard at the August 22, 2022 meeting of the HPRC. STATUS [8.24.2022]: The application was reviewed at the 8.22.2022 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the submission of a final application for full HPC review. STATUS (01.13.2023): The application was heard at HPC on 12.7.2022 and approved with conditions (see attached approval letter). Conditions outlined in letter will need to be met for permit to be issued. STATUS (11.20.2024): Sent property owner email that COFA-HD expires on 12.7.2024 and that an extension for one year can be requested. STATUS (12.03.2024). Extension obtained. Approval package emailed to property owner. STATUS (09.23.2025): Emailed owner/applicant today that his amendment includes multiple changes that will require a Concept Plan review.					
PROJECT NAME:		OLD TOWN			



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Town of Bluffton

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20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Active Cases

Certificate of Appropriateness

COFA-04-25-019723 04/24/2025 54 STOCK FARM ROAD Certificate of Appropriateness Active Charlotte Moore

Applicant: Pearce Scott Architects **Owner:** Erik & Paige Blechinger

PLAN DESCRIPTION: A request by Amanda Denmark (Pearce Scott Architects), on behalf of the owners, Erik and Paige Blechinger, for review of a Certificate of Appropriateness-Historic District, to allow construction of a 1.5-story Main Residence (an Additional Building Type) of approximately 3,008 SF and a 1-story detached Carriage House of approximately 602 SF located at 54 Stock Farm Road (Parcel R610 039 000 0324 0000). The property is in Old Town Historic District and zoned Neighborhood Conservation-Historic District (NCV-HD). (COFA-04-25-019626)
(05.10.2025) Application received. Scheduled for HPRC review on May 19.
STATUS (05.20.2025) Reviewed at May 19 HPRC meeting. Awaiting final submission.
STATUS (05.21.2025): The property was readdressed from 43 and 45 Verdier Cove Rd to 54 Stock Farm Rd.
STATUS (10.07.2025): Final Plan scheduled for November 5, 2025 HPC meeting.

PROJECT NAME: OLD TOWN

COFA-08-24-019268 08/02/2024 60 BRUIN RD ROAD Certificate of Appropriateness Active Charlotte Moore

Applicant: Pearce Scott Architects **Owner:** Chris Dalzell

PLAN DESCRIPTION: A request by Sarah Kepple with Pearce Scott Architects, on behalf of the owners, Chris Dalzell and Prestige Worldwide Properties, LLC, for review of a Certificate of Appropriateness - HD to construct a new 2-story Commercial Office structure of approximately 4,220 SF and Commercial Carriage House of approximately 1,100 SF at 60 Bruin Road, Lot 23 in the Tabby Roads Development, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD
Status: Conceptual application is being reviewed and will be placed on the August 26, 2024 HPRC Agenda.
STATUS: HPRC meeting held. Awaiting resubmittal to take back to HPC.
STATUS (12.16.2024): Scheduled for January 8, 2025 HPC meeting.
STATUS (01.08.2025): Final Plan approved with conditions by HPC. Awaiting resubmittal of plan to show conformance.

PROJECT NAME: OLD TOWN



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Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Active Cases

Certificate of Appropriateness

COFA-11-23-018694 11/28/2023 1 BLUE CRAB STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Court Atkins

Owner: Palmetto Pops

PLAN DESCRIPTION: A request by Court Atkins Group, on behalf of the owner, April Perez, for a review of a Certificate of Appropriateness - HD to construct a new 2.5 story live/work building of approximately 3,180 SF with business and production facility on the first floor and a 1.5-story residential unit above, and a 2-story Carriage House of approximately 1,060 SF, to be located at 1 Blue Crab Street, Lot 27 in the Tabby Roads Development, in the Old Town Bluffton Historic district and zoned Neighborhood General - HD zoning District.

Status: Application is on HOLD. See attached email.

STATUS 5.10.2024: Hold has been removed and application has been placed on the May 20, 2024 HPRC Agenda.

Status 5.21.2024: Application was heard at the May 20th HPRC meeting where comments were provided to the applicant. Awaiting final submittal.

STATUS (11.06.2024): Scheduled for December HPC meeting.

STATUS (12.04.2024): Application approved with conditions at 12.04.2024 HPC meeting. Awaiting resubmittal addressing conditions.

PROJECT NAME: OLD TOWN

COFA-01-25-019522 01/03/2025 15 MERIWETHER COURT Certificate of Appropriateness Active Charlotte Moore

Applicant: MHB, LLC

Owner: BFL Builders, LLC

PLAN DESCRIPTION: A request by BFL Builders, owner and applicant, for review of a Certificate of Appropriateness-Historic District, to allow construction of a single-family residence of approximately 1,637 SF and an attached Carriage House of approximately 840 SF located at 15 Meriwether Court in the Landon Oaks Development (Parcel R610 039 00A 0388 000). The property is in Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).

(04.17.2025): Scheduled for May 5, 2025 HPRC meeting

STATUS (05.06.2025): Reviewed at May 5 HPRC meeting. Awaiting Final Plan submission.

STATUS (06.11.2025): Reviewed at HPC meeting and continued to the July 2 HPC meeting.

STATUS (07.02.2025): Tabled at the July 2 HPC by the applicant.

PROJECT NAME: OLD TOWN

Total Certificate of Appropriateness Cases: 25

Certificate of Appropriateness Amendment

Historic District

Thursday, October 23, 2025

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Certificate of Appropriateness Amendment

COAA-10-25-019976 10/13/2025 3 BLUE CRAB ST STREET Certificate of Appropriateness Amendment Active Charlotte Moore

Applicant: Pearce Scott Architects

Owner: Kathie Nolte

PLAN DESCRIPTION: Move and replace windows to meet egress requirements.

PROJECT NAME: OLD TOWN

Total Certificate of Appropriateness Amendment Cases: 1

Comprehensive Plan Amendment

Comprehensive Plan Amendment

COMP-01-24-018844 01/11/2024 Comprehensive Plan Amendment Active Aubrie Giroux

Applicant: University Investments

Owner: University Investments

PLAN DESCRIPTION: Town Comprehensive Plan Amendment of the Future Land Use Map. This application is associated and will run concurrently with University Investment's applications for annexation, rezoning, Buckwalter PUD Text Amendment to create a new Land Use Tract to be known as Grande Oaks Commons, Buckwalter Development Agreement Amendment, and Buckwalter Concept Plan Amendment for parcels 12D, 14A, 14 & 16 which are currently part of the Grande Oaks PUD and located at the NW corner of the intersections of Buckwalter Pkwy and Lake Point Drive. This application is associated with the following requests; ANNEX-11-23-018624, CPA-01-24-018845, ZONE-01-24-018840 (Map), ZONE-02-24-018991 (Text), and DAA-01-24-018842.

STATUS: Comments on the associated Concept Plan Amendment were heard at the March 27, 2024 meeting of the DRC.

STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.

STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment was held at the July 24, 2024, Planning Commission meeting.

STATUS: The Ordinance 1st Reading took place at the September 10, 2024 Town Council Meeting.

STATUS: The Ordinance 2nd Reading and final reading was approved at the November 12, 2024 Town Council meeting.

PROJECT NAME:



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Active Cases

Total Comprehensive Plan Amendment Cases: 1

Concept Plan Amendment

Concept Plan Amendment

CPA-11-24-019441	11/08/2024		Concept Plan Amendment	Active	Dan Frazier
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Applicant: Lauren Niemiec

Owner: MFH LAND, LLC

PLAN DESCRIPTION: Applicant is requesting to convert commercial development to allocate for residential development for property owner by MFH Land, LLC with the community of New Riverside Village. The owner would like to convert seven and 29/100 acres of its commercial development into additional twenty-nine (29) units of residential allocation allowed by right under the terms of the Jones Estate Development Agreement and the New Riverside Concept Plan, both as amended, and the Partial Assignment of Development Right's and Obligations under Concept Plan.

PROJECT NAME: NEW RIVERSIDE VILLAGE

CPA-05-25-019741	05/08/2025	335 BUCKWALTER PKWY PARKWAY	Concept Plan Amendment	Active	Dan Frazier
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Applicant: Livewell Terrace, LP

Owner: Beaufort County Memorial Hospital

PLAN DESCRIPTION: 120 Unit Affordable Aparment Complex and 6000SF Medical Office Building.

PROJECT NAME:

Total Concept Plan Amendment Cases: 2

Dev Agreement Amendment

PUD



Growth Management Application Update Report

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Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Dev Agreement Amendment					
DAA-05-25-019739	05/08/2025	335 BUCKWALTER PKWY PARKWAY	Dev Agreement Amendment	Active	Dan Frazier
Applicant: Livewell Terrace, LP		Owner: Beaufort County Memorial Hospital			
PLAN DESCRIPTION: 120 Unit Affordable Aparment Complex and 6000SF Medical Office Building.					
PROJECT NAME:					
DAA-02-25-019617	02/26/2025	380 FORDING ISLAND RD ROAD	Dev Agreement Amendment	Active	Aubrie Giroux
Applicant: Beaufort County School District		Owner: Indian Hill Associates LLC			
PLAN DESCRIPTION: Amendment to the terms and obligations for the construction of the future North South Connector Road as established by the Buckwalter Development Agreement & Concept Plan 9th Amendment and other terms deemed necessary for certain properties located at 380 Fording Island Rd that are part of the Willow Run Tract which the Beaufort County School District has under contract.					
PROJECT NAME:					
DAA-11-24-019440	11/08/2024		Dev Agreement Amendment	Active	Dan Frazier
Applicant: Lauren Niemiec		Owner: MFH LAND, LLC			
PLAN DESCRIPTION: Applicant is requesting to convert commercial development to allocate for residential development for property owner by MFH Land, LLC with the community of New Riverside Village. The owner would like to convert seven and 29/100 acres of its commercial development into additional twenty-nine (29) units of residential allocation allowed by right under the terms of the Jones Estate Development Agreement and the New Riverside Concept Plan, both as amended, and the Partial Assignment of Development Right's and Obligations under Concept Plan.					
PROJECT NAME:					

Total Dev Agreement Amendment Cases: 3

Development Plan

Development Plan



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Active Cases

Development Plan

DP-10-23-018541 10/05/2023 3000 BIG HOUSE PLANTATION ROAD Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT

Owner:

PLAN DESCRIPTION: A request by Drew Lonker of Thomas & Hutton, on behalf of Palmetto Bluff Uplands, LLC, for approval of a preliminary development plan. The project consists of general clearing, installation of water and sewer utilities, 2 sanitary sewer pump stations, dry utilities, storm drainage infrastructure and a pervious paver roadway to serve the proposed 31 single-family residential lots. The property is zoned Palmetto Bluff Planned Unit Development and consists of +/- 52.8 acres identified by tax map numbers R614 057 000 0001 0000 and R614 058 000 0001 0000, located east of the intersection of Old Anson Road and Bighouse Plantation Road, and includes Long Island and the adjacent causeway.

STATUS 11/9/23: Staff comments on the preliminary development plan application were heard at the November 8, 2023, meeting of the DRC. Awaiting final development plan submittal.

STATUS 9/17/25: The Applicant is working through final details with BJWSA and will submit FDP prior to the PDP expiration date of 11/8/25.

PROJECT NAME: Palmetto Bluff

DP-02-25-019603 02/19/2025 Development Plan Active Dan Frazier

Applicant: University Investments LLC

Owner: University Investments

PLAN DESCRIPTION: A request by Jake Reed on behalf of University Investments, LLC for approval of a Preliminary Development Plan application. The project consists of two commercial buildings with associated infrastructure. The property is within the Buckwalter PUD consists of approximately 8.8 acres identified by tax map number R610 030 000 0116 0000 and located at east of Buckwalter Parkway south of Buckwalter Towne Boulevard.

STATUS: This item was heard at the March 26, 2025 Development Review Committee meeting.

STATUS: This item was conditionally approved at May 28, 2025 Planning Commission meeting subject to the following:

1. Provide an exhibit at time of final development plan submittal that illustrates how a future alignment of Bluffton Parkway (80-ft right-of-way) could be built on the subject property with the currently proposed Parcel 11A site plan layout.

PROJECT NAME:



Growth Management Application Update Report

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Development Plan					
DP-02-23-017662	02/09/2023	1215 MAY RIVER ROAD	Development Plan	Active	Dan Frazier
Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT		Owner: ERB Enterprises, LLC			
<p>PLAN DESCRIPTION: A request by Anna Petitgout of Ward Edwards Engineering on behalf of Ed Goeas of ERB Enterprises LLC for approval of a preliminary development plan application. The applicant proposes to construct site infrastructure, including an internal streetscape, drives, parking, walks, utilities, drainage, and stormwater to serve four mixed-use lots, one commercial lot and four residential lots. The subject property contains three lots zoned Neighborhood General – HD (NG-HD), one lot zoned Neighborhood Core (NC), and two lots zoned Residential General (RG) and consists of 3.43 acres identified by tax map numbers R610 039 000 0114 0000, R610 039 000 0093 0000, R610 039 000 0094 0000, R610 039 000 0095 0000, R610 039 000 0096 0000, R610 039 000 0107 0000 located at 1203 – 1217 May River Road and 15 - 19 Jason Street, STATUS: Comments on the preliminary development plan were reviewed at the June 14, 2023, meeting of the DRC.</p> <p>STATUS: The preliminary development plan was approved at the September 27, 2023, Planning Commission meeting. Awaiting final development plan submittal.</p> <p>STATUS: The final development plan was heard at the July 10, 2024 meeting of the DRC.</p> <p>STATUS: A final development plan resubmittal was received on 9/10/24.</p> <p>STATUS 4/21/25: The project is awaiting an approved SCDOT Encroachment Permit.</p>					
PROJECT NAME: VAUX PROPERTY					
DP-03-25-019635	03/10/2025	21 MAIDEN LN LANE	Development Plan	Active	Dan Frazier
Applicant: Sturre Engineering		Owner: Hinton Vacation Properties			
<p>PLAN DESCRIPTION: A request by Sturre Engineering, on behalf of Hinton Vacation Properties for approval of a Preliminary Development Plan application. The project proposes the development of a 10 (10) lot mixed-use subdivision containing eight (8) single family residential lots and two mixed used lots with common open space and associated infrastructure. The properties are zoned Neighborhood General - Historic District (NG-HD) and consists of 3.58 acres identified by tax map numbers R610 039 00A 0042 0000 and R610 039 00A 042A 0000 located south of Bruin Road west of Pritchard Street.</p> <p>STATUS: This item was heard at the April 9, 2025, Development Review Committee meeting. Awaiting resubmittal.</p>					
PROJECT NAME: OLD TOWN					



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Active Cases					
Development Plan					
DP-09-23-018499	09/21/2023	26 BRUIN RD ROAD	Development Plan	Active	Dan Frazier
Applicant: Maria Drawdy Owner: Alljoy DC, LLC					
PLAN DESCRIPTION: A request by Maria Drawdy on behalf of Troy Derda for approval of a preliminary land development application. The project consists of a two story building with a donut shop on the first floor and a residential unit on the second floor, associated parking and infrastructure. The property is identified by tax map number R610 039 00A 0416 0000 and consists of .21 acres located at 26 Bruin Road in the Neighborhood General Historic District.					
STATUS: Comments on the preliminary development plan were heard at the October 25, 2023 DRC Meeting.					
STATUS: The preliminary development plan was resubmitted on 11/20/23.					
STATUS: The Preliminary Development Plan was approved at the 12/20/23 Planning Commission Meeting. Awaiting final development plan submittal.					
PROJECT NAME: OLD TOWN					
DP-10-24-019406	10/16/2024		Development Plan	Active	Dan Frazier
Applicant: William Heintz Owner: Rolling Dough Properties LLC					
PLAN DESCRIPTION: A request by William Heintz of Kimley-Horn, on behalf of Rolling Dough Properties, LLC, for approval of a Preliminary Development Plan. The project consists of a 4,400 SF quick service restaurant with associated parking and infrastructure. The property is zoned Buckwalter PUD and consists of approximately 1.52 acres identified by tax map number R610 030 000 2002 000 and located at the southeast corner of Buckwalter Place Blvd and Innovation Drive within the Buckwalter Place Master Plan.					
STATUS: This application was heard at the November 20, 2024 Development Review Committee meeting.					
STATUS: The preliminary development plan application was approved at the January 22, 2025, Planning Commission meeting. Awaiting final development plan submittal.					
PROJECT NAME: Buckwalter					



Growth Management Application Update Report

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Development Plan

DP-05-23-018081 05/23/2023 Development Plan Active Dan Frazier

Applicant: Sturre Design & Development, LLC

Owner:

PLAN DESCRIPTION: A request by Jen Townsley of Palmetto Coastal Landscaping, on behalf of Hampton Lake Community Association, Inc., for the approval of a preliminary Development Plan. The project proposes to construct an enclosed storage area including a gravel storage yard, gravel access drive, stormwater BMP, and water service to utilize as vehicle and equipment storage for landscaping operations. The property is zoned Buckwalter PUD and consists of approximately 10.9 acres, identified by tax map number R614-029-000-1985-0000 located on Parklands Drive within the Brightwater Master Plan.

STATUS: Staff comments were heard at the June 28, 2023, meeting of the DRC. Awaiting re-submittal.

STATUS: The preliminary development plan was resubmitted on 11/22/23.

STATUS: The Preliminary Development Plan was approved at the 12/20/23 Planning Commission Meeting. Awaiting final development plan submittal.

STATUS: Requested status update 7/23/25.

PROJECT NAME:

DP-02-25-019581 02/04/2025 335 BUCKWALTER PARKWAY Development Plan Active Dan Frazier

Applicant: Carolina Engineering Consultants, Inc.

Owner: Beaufort County

PLAN DESCRIPTION: A request by Livewell Terrace LP on behalf of property owner Beaufort County for approval of a Preliminary Development Plan. The project consists of the construction of a 120-unit apartment complex with a leasing office and future medical building and associated infrastructure. The property is zoned Buckwalter Planned Unit Development (PUD) and consists of approximately 10.09 acres identified by tax map number R610 030 000 0712 0000 within the Buckwalter Commons Phase 1 Master Plan.

STATUS: This application was heard at the July 9, 2025 Development Review Committee meeting.

STATUS: This preliminary development plan was approved at the August 27, 2025 Planning Commission meeting. Awaiting final development plan submittal.

PROJECT NAME: Buckwalter



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Development Plan

DP-03-25-019673 03/27/2025 121 BURNT CHURCH RD ROAD Development Plan Active Dan Frazier

Applicant: Anthony Morse **Owner:** My-Nash Realty Corp

PLAN DESCRIPTION: A request by Anthony Morse on behalf of the property owner My-Nash Realty Corp for review of a preliminary development plan. The project consists of a 4,464 SF commercial building with drive through, parking and associated infrastructure. The property is zoned Neighborhood Core (NC) and consists of approximately 0.83 acres identified by tax map number R610 040 000 0164 0000 and located within the Highway Corridor Overlay District.

STATUS: The preliminary development plan was reviewed at the May 21, 2025, DRC Meeting.

STATUS: This item was heard and tabled at the June 25, 2025 Planning Commission meeting.

STATUS: The preliminary development plan was approved at the August 27, 2025 Planning Commission meeting. Awaiting Final Development Plan submittal.

PROJECT NAME: LEE/BURNT CHURCH RD

DP-09-25-019937 09/12/2025 Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:** Will Howard

PLAN DESCRIPTION: A request by Griffin Savedge of Thomas & Hutton on behalf of PBLH, LLC for approval of a Preliminary Development Plan application. The project consists of the clearing, grading and the installation of a new morton shed at the Central Services campus in Palmetto Bluff. The property is within the Palmetto Bluff Planned Unit Development (PUD) and consists of approximately 0.35 acres identified by tax map numbers R614 045 000 0576 0000 and R614 045 000 0534 0000 located on the Central Services Access Road between Mount Pelia Road and Laurel Oak Bay Road.

STATUS: This item will be heard at the October 15, 2025 Development Review Committee meeting.

PROJECT NAME:

DP-08-25-019903 08/20/2025 Development Plan Active Dan Frazier

Applicant: Village Park Communities, LLC **Owner:** Village Park Communities, LLC

PLAN DESCRIPTION: A request by John Cardamone of Village Park Communities, LLC, for approval of a preliminary development plan application. The project consists of 76 single family detached residential lots, open space, right-of-way, and associated infrastructure. The property is zoned New Riverside PUD and consists of approximately 63.4 acres identified by tax map numbers R610 035 000 0019 0000 and R610 035 000 0864 0000 and commonly referred to as New Riverside Parcel 5A South located east of New Riverside Road.

STATUS: This item will be heard at the September 24, 2025 Development Review Committee meeting.

PROJECT NAME: ALSTON PARK



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

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20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Development Plan					
DP-10-24-019391	10/10/2024		Development Plan	Active	Dan Frazier
Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT		Owner: Eric Zwilsky			
<p>PLAN DESCRIPTION: A request by Brad Buss of Ward Edwards Inc., on behalf of Eric Zwilsky of 1 Corinthians, LLC, for approval of a Preliminary Development Plan. The project consists of a 15,400 SF basketball-focused fitness facility with associated access, parking, utilities and stormwater infrastructure. The property is zoned General Mixed Use (GMU) and consists of approximately 6.0 acres identified by tax map numbers R610 031 000 0212 0000 and R610 031 000 0173 0000.</p> <p>STATUS: This item was heard at the November 13, 2024 Development Review Committee meeting.</p> <p>STATUS: This request has been added to the December 18, 2024 Planning Commission agenda.</p> <p>STATUS: The Preliminary Development Plan was APPROVED. Awaiting final development plan submittal.</p>					
PROJECT NAME:		WESTBURY PARK COMMERCIAL			
DP-10-24-019407	10/18/2024	45 CAMP EIGHT ROAD	Development Plan	Active	Dan Frazier
Applicant: Thomas & Hutton - USE THIS ACCOUNT		Owner: Palmetto Bluff Uplands, LLC / May River Forest, LLC			
<p>PLAN DESCRIPTION: Palmetto Bluff is continuing development with the Commissary Campus. The project is located within the Palmetto Bluff PUD at the southwestern corner of the Old Moreland Road and Laurel Oak Bay Road intersection, north of The Farm.</p> <p>The project area includes parcels R614-045-000-0026-0000 and R614-046-000-0062-0000. The total project area is +/- 38.4 acres. The Project scope shall consist of general clearing, grading, water, storm, and sewer infrastructure, and parking areas to serve the commissary kitchen building, storage structure, and future development within the project area.</p>					
PROJECT NAME:		PALMETTO BLUFF PHASE 1			
DP-06-25-019799	06/16/2025		Development Plan	Active	Dan Frazier
Applicant: Moore Civil Consulting, Inc.		Owner: Girishkumar Patel			
<p>PLAN DESCRIPTION: A request by Girishkumar Patel for approval of a Preliminary Development Plan application. The project consists of the construction of a 6,000 SF convenience store, fueling station with associated infrastructure. The property is within the Village at Verdier Planned Unit Development (PUD) consists of 5.46 acres identified by tax map numbers R610 021 000 0652 0000 and R610 021 000 0824 0000 at the intersection of HWY 170 and Seagrass Station Road.</p> <p>STATUS: This item was heard at the July 23, 2025 Development Review Committee meeting.</p> <p>STATUS: The preliminary development plan was conditionally approved at the August 27, 2025 Planning Commission meeting. Awaiting Final Development Plan submittal.</p>					
PROJECT NAME:					



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20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Development Plan					
DP-07-25-019862	07/29/2025		Development Plan	Active	Dan Frazier
Applicant: Jason Adkins		Owner:			
<p>PLAN DESCRIPTION: A request by Hilton Head Medical Center, LLC, for approval of a Preliminary Development Plan application. The project consists of three (3) story 243,800 SF hospital with associated infrastructure. The property is within the Buckwalter Planned Unit Development (PUD) and consists of approximately 17.8 acres identified by the tax map numbers R610 029 000 2487 0000 and R600 029 000 2410 0000 located west of Buckwalter Parkway south of Bluffton Parkway within the Parkway Corners Initial Master Plan.</p> <p>STATUS: This application was heard at the September 3, 2025, Development Review Committee meeting.</p> <p>STATUS: This application will be heard at the October 22, 2025 Planning Commission meeting.</p>					
PROJECT NAME:					
DP-03-24-019066	03/26/2024	9 BRUIN ROAD	Development Plan	Active	Dan Frazier
Applicant: Witmer Jones Keefer Ltd.		Owner: Eugene Marks			
<p>PLAN DESCRIPTION: A request by Jonathan Marsh of Witmer Jones Keefer, Ltd, on behalf of the property owner, Eugene Marks of JOHA LLC, for approval of a preliminary development plan. The project proposes the installation of site infrastructure including internal drive, access, parking, walks, utilities, drainage, and stormwater infrastructure to support one existing residential unit and the future development of three mixed-use commercial lots and two mixed-use carriage houses for a combined total square footage of +/- 19,100 SF. The property is zoned Neighborhood Commercial – Historic District (NC-HD) and consists of approximately 0.79 acres identified by tax map number R610 039 00A 0021 0000 located at the northeast corner of Bluffton Road and Bruin Road.</p> <p>Status: Staff comments on the preliminary development plan was heard at the May 1, 2024, meeting of the DRC.</p> <p>Status: The preliminary development plan application was approved at the June 26, 2024 Planning Commission agenda. Awaiting final development plan submittal.</p>					
PROJECT NAME: OLD TOWN					
DP-06-25-019796	06/10/2025		Development Plan	Active	Dan Frazier
Applicant: Kathleen Duncan		Owner: Speyside Partners LLC			
<p>PLAN DESCRIPTION: A request by Kathleen Duncan of J.K. Tiller Associates, Inc. on behalf of David Johnson of Speyside Partners LLC for approval of a Preliminary Development Plan. The project consists of the construction of a two-story day care building with associated infrastructure. The property is zoned Buckwalter Planned Unit Development (PUD) and consists of approximately 1.6 acres identified by tax map number R614 022 000 1128 0000 within the Washington Square Master Plan.</p> <p>STATUS: This item was heard at the July 9, 2025 Development Review Committee meeting.</p> <p>STATUS: This item will be heard at the August 27, 2025 Planning Commission meeting.</p>					
PROJECT NAME: WASHINGTON SQUARE					



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Active Cases

Development Plan

DP-01-25-019535 01/13/2025 Development Plan Active Dan Frazier

Applicant: R. Stewart Design, LLC

Owner: Olympia Rymko

PLAN DESCRIPTION: A request by Randolph Stewart , on behalf of Olympia Rymko for approval of a Preliminary Development Plan application. The project consists of lots, each with one mixed use building and one carriage house with associated infrastructure. The property is zoned Neighborhood Center - Historic District and consists of approximately 0.29 acres identified by tax map numbers R610 039 00A 0254 0000 and R610 039 00A 0385 0000 located on the northeast corner of Boundary Street and Green Street.

STATUS: This item was heard at the February 19, 2025 Development Review Committee meeting. Awaiting Resubmittal.

STATUS: A resubmittal was received on 4/15/25. The project is tentatively scheduled to be heard at the May 28, 2025, Planning Commission meeting.

STATUS: The application was heard and withdrawn at the May 28, 2025 Planning Commission meeting. Awaiting resubmittal.

STATUS 6/13/25: The Applicant met with select PC Staff Members to work through concerns that planning commission members raised during the May 28, 2025, PC meeting.

STATUS : The preliminary development plan was approved at the September 24, 2025 Planning Commission meeting. Awaiting final development plan submittal.

PROJECT NAME: OLD TOWN

DP-06-24-019163 06/06/2024 87 SIMMONSVILLE ROAD Development Plan Active Dan Frazier

Applicant: Carolina Engineering Consultants, Inc.

Owner: One Bluff Park LLC

PLAN DESCRIPTION: A request by David Karlyk, PE of Carolina Engineering, on behalf of One Bluff Park for approval of a Preliminary Development Plan. The project consists of constructing a 4,265 sq. ft. automated car wash with associated parking and infrastructure. The property is zoned Shultz PUD and consists of approximately 1.49 acres identified by tax map number R610 031 000 1691 0000 and located at the northeast corner of Bluffton Parkway and Simmonsville Road within the Bluffton Park Master Plan.

STATUS: The preliminary development plan was heard at the Development Review Committee meeting on July 17, 2024. A resubmittal was provided on July 22, 2024.

STATUS: The Preliminary Development Plan was approved at the 8/28/24 Planning Commission Meeting. Awaiting final DP submittal.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Development Plan

DP-06-25-019806 06/18/2025 1271 MAY RIVER RD ROAD Development Plan Active Dan Frazier

Applicant: Kathleen Duncan **Owner:** Sharan Patel

PLAN DESCRIPTION: A request by Kathleen Duncan of J.K. Tiller Associates, Inc. on behalf of property owner Sharan Pyari Patel for approval of a Preliminary Development Plan application. The project consists of the construction of a 5,259 SF mixed use building and one (1) 1,200 SF carriage house with associated infrastructure. The property is zoned Neighborhood General - Historic District (NG-HD) consists of 0.34 acres identified by tax map numbers R610 039 000 0557 0000 within the Old Town Bluffton Historic District.
STATUS: This item was heard at the July 23, 2025 Development Review Committee meeting.
STATUS: This item will be heard at the August 27, 2025 Planning Commission meeting.

PROJECT NAME: OLD TOWN

DP-04-25-019716 04/18/2025 201E MIDPOINT BOULEVARD Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:**

PLAN DESCRIPTION: A request by John Paul Moore of Thomas and Hutton on behalf of Sam Bellock of Pulte Home Company for approval of a preliminary development plan application. The project consists of 66 single family residential lots, open space, and associated infrastructure. The property is zoned New Riverside Planned Unit Development and consists of approximately 33.0 acres identified by tax map number R610 044 000 0012 0000 located within the Midpoint at New Riverside Concept Master Plan.
STATUS: This Preliminary Development Plan will be heard at the May 21, 2025 Development Review Committee meeting.

PROJECT NAME: MIDPOINT AT NEW RIVERSIDE



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Development Plan					
DP-06-22-016804	06/01/2022	6201 JENNIFER CT	Development Plan	Active	Dan Frazier
Applicant: Witmer-Jones-Keefer, Ltd.		Owner: Michael Bradley Holdings, LLC			
<p>PLAN DESCRIPTION: A request by Witmer Jones Keefer, Ltd for approval of a preliminary development plan application. The project proposes the construction of a ±50,000 SF two-story building that includes a +/-20,000 square foot production brewery, and a +/-30,000 square foot space allocated to restaurant tenants, retail tenants, business offices, and a tasting room. The property is zoned Neighborhood Core (NC), identified by tax map numbers R610 039 000 0021 0000, R610 039 000 0756 0000, and R610 039 000 0757 0000 and located on three existing lots on Jennifer Court at the intersection of Buck Island Road and May River Road.</p> <p>STATUS UPDATE: Staff comments were heard at the July 6 meeting of the DRC.</p> <p>STATUS UPDATE: The application was approved with conditions at the August 24, 2022, Planning Commission meeting.</p> <p>STATUS UPDATE: Staff comments on the final development plan were heard at the November 30, 2022 meeting of the DRC.</p> <p>STATUS UPDATE: Final development plans were resubmitted on December 7, 2023.</p> <p>STATUS UPDATE: Staff provided the applicant with comments on the final development plan re-submittal on December 22, 2023.</p> <p>STATUS: Awaiting resubmittal.</p>					
PROJECT NAME:		BUCK ISLAND/SIMMONSVILLE			
DP-12-16-010401	12/22/2016		Development Plan	Active	William Howard
Applicant: Thomas & Hutton		Owner: Security Bank of Kansas City			
<p>PLAN DESCRIPTION: The applicant is requesting approval for a preliminary development plan to construct a 46,000 plus square foot rehabilitation hospital and associated infrastructure in the Seagrass Station Development formerly known as Village at Verdier Plantation.</p> <p>STATUS: Comments were provided on Preliminary Development Plan at DRC meeting 01/17/17. Waiting on re-submittal.</p> <p>STATUS 02/21/17: Final Development plan has been submitted, with comments due 02/24/17 and DRC Meeting 02/24/17.</p> <p>STATUS 02/24/17: Comment provided at DRC meeting. Revisions required by Stormwater Management. Awaiting re-submittal.</p> <p>STATUS 04/03/17: Plans were re-submitted for review with comments due 04/10/17.</p> <p>STATUS 04/18/17: Comments have been provided to the Applicant with Revisions required for Stormwater Management. Awaiting re-submittal.</p> <p>STATUS 05/15/17: APPROVED</p> <p>STATUS: An amendment for the addition of 12 hospital beds/dialysis suite and therapy expansion has been applied for and will be heard at the September 24, 2025 Development Review Committee meeting.</p>					
PROJECT NAME:		HEALTH SOUTH REHABILITATION HOSPITAL			



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Active Cases					
Development Plan					
DP-03-24-019067	03/26/2024	2800 MAY RIVER CROSSING	Development Plan	Active	Dan Frazier
Applicant: Ryan Lyle		Owner: First Chatham Bank			
<p>PLAN DESCRIPTION: A request by Ryan Lyle of Davis & Floyd, Inc on behalf of Russell Baxley of Beaufort Memorial Hospital for approval of a preliminary development plan. The project consists of the construction of a 5,000 SF medical office building with associated parking and pedestrian access. The property is zoned Jones Estate Planned Unit Development and consists of approximately 1.37 acres identified by tax map number R610 036 000 3212 0000 and located within the May River Crossing Master Plan.</p> <p>Status: Staff comments on the preliminary development plan were heard at the May 1, 2024, meeting of the DRC. Resubmittal was made 5/14/24 for June 26, 2024 Planning Commission consideration.</p> <p>Status: The preliminary development plan application was conditionally approved at the June 26, 2024 Planning Commission meeting. Awaiting final development plan submittal.</p>					
PROJECT NAME:		May River Crossing			
DP-08-23-018338	08/01/2023	1 JCS COVE	Development Plan	Active	Dan Frazier
Applicant: Sturre Design & Development, LLC		Owner: James Saba			
<p>PLAN DESCRIPTION: A request by Nathan Sturre of Sturre Engineering on behalf of the property owner James Saba, for approval of a preliminary development plan application. The project proposes the construction of a 2,786 SF recreation building to serve the six (6) single family residences at JC’s Cove. The property is zoned Agriculture (AG) and consists of 1.53 acres identified by tax map number R610 039 000 1129 0000 located on the south side of May River Road approximately 1,200 feet east of Buck Island Road.</p> <p>STATUS: Staff comments on the preliminary development plan was reviewed at the September 6, 2023 meeting of the DRC.</p> <p>STATUS: The preliminary development plan was heard at the September 27, 2023, Planning Commission meeting. Conceptual COFA was heard at the 2/21/24 DRC meeting. Awaiting final development plan submittal.</p>					
PROJECT NAME:		JC’S COVE			



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Development Plan

DP-09-24-019351 09/19/2024 45 CAMP EIGHT ROAD Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:** Palmetto Bluff Uplands, LLC / May River Forest, LLC

PLAN DESCRIPTION: A request by Drew Lonker of Thomas and Hutton on behalf of May River Forest, LLC for approval of a Preliminary Development Plan. The project consists of 59 single family residential lots and associated infrastructure. The property is zoned Palmetto Bluff Planned Unit Development and consists of approximately 80.1 acres identified by tax map number R614 045 000 0026 0000, R610 045 000 0576 0000, R614 046 000 0062 0000, R614 046 000 0401 0000 located at the intersection of Old Moreland Road and Laurel Oak Bay Road within the Palmetto Bluff Tract Master Plan.

STATUS: This item was heard at the October 23, 2024 Development Review Committee Meeting. Awaiting final development plan submittal.

PROJECT NAME: PALMETTO BLUFF PHASE 1

DP-07-24-019259 07/30/2024 1W WHITEHOUSE PLANTATION ROAD Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:** Will Howard

PLAN DESCRIPTION: [PALMETTO BLUFF BLOCK M7] A request by Drew Lonker of Thomas & Hutton, on behalf of Palmetto Bluff Uplands, LLC for approval of a Preliminary Development Plan. The project scope consists of general clearing, installation of water and sewer utilities, a sanitary sewer pump station, dry utilities, storm drainage infrastructure and a asphalt roadway to serve the proposed 13 single-family residential lots. The property consists of approximately 27.35 acres identified by tax map numbers R614 057 000 0217 0000 and located within the Palmetto Bluff PUD.

STATUS: This item was heard at the September 4, 2024 Development Review Committee meeting. Awaiting resubmittal.

STATUS: The Final Development Plan application will be heard at the September 3, 2025 Development Review Committee meeting.

PROJECT NAME:



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Development Plan

DP-02-25-019597 02/14/2025 11 GRASSEY LANE Development Plan Active Dan Frazier

Applicant: Sturre Design & Development, LLC

Owner: Cornerstone Church

PLAN DESCRIPTION: A request by Sturre Engineering on behalf of Cornerstone Church for approval of a Preliminary Development Plan application. The project consists of site improvements to accommodate a new assembly hall and offices for church operations including stormwater, parking and associated infrastructure. The property is zoned Agricultural (AG) and Rural Mixed Use (RMU) and consists of approximately 41.3 acres identified by tax map number R610 036 000 0014 0000 and located south of May River Road approximately 600 feet east of Stardust Lane.

STATUS: This item was heard at the March 26, 2025 Development Review Committee meeting.

STATUS: This item was heard at the April 23, 2025 Planning Commission Meeting.

PROJECT NAME: NEW RIVERSIDE VILLAGE

DP-10-25-019986 10/22/2025 395 HAMPTON PKWY PARKWAY Development Plan Active Dan Frazier

Applicant: Chabad Greater Hilton Head

Owner: Chabad Greater Hilton Head

PLAN DESCRIPTION: Proposing to clear around 3/4 of an acre and make a nice garden as drawn in the engineer plans.

PROJECT NAME: Buckwalter

DP-08-25-019908 08/22/2025 20 PONDBERRY STREET Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT

Owner:

PLAN DESCRIPTION: A request by OnPoint Partners, LLC on behalf of First Chatham Bank, for approval of a Preliminary Development Plan application. The project consists of the construction of a single-story 2,385 SF restaurant with associated infrastructure. The property is within the Jones Estate Planned Unit Development (PUD) consists of 0.75 acres identified by tax map number R610 036 000 3211 0000 within the May River Crossing Master Plan at the intersection of May River Crossing Road and Pondberry Road.

STATUS: This item was heard at the October 8, 2025 Development Review Committee meeting. Per mutual agreement, the Applicant to submit new site plan by 10/10/25 for a 2nd DRC meeting on 10/22/25. Resubmit by 10/24/25 to tentatively be placed on 11/19/25 PC Agenda.

PROJECT NAME: TOWNE CENTRE AT NEW RIVERSIDE

Public Project



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Development Plan

DP-11-24-019435 11/04/2024 74 BRIDGE ST STREET Development Plan Active Dan Frazier

Applicant: Town of Bluffton

Owner: Town of Bluffton

PLAN DESCRIPTION: A request by Constance Clarkson on behalf of the Town of Bluffton for the approval of a Public Project application. The project consists of roadway, sidewalk, parking and drainage improvements in the Bridge Street right-of-way between Calhoun Street and Thomas Heyward Street in Old Town Bluffton.

STATUS: This item was heard at the December 18, 2024 Development Review Committee meeting.

STATUS: A resubmittal will be heard at the September 24, 2025 Development Review Committee meeting.

PROJECT NAME: OLD TOWN

Total Development Plan Cases: 31

Development Plan Amendment

NA

DPA-04-25-019691 04/08/2025 190 GOETHE ROAD Development Plan Amendment Active Dan Frazier

Applicant: Witmer Jones Keefer Ltd.

Owner: James Fraser

PLAN DESCRIPTION: A request by Witmer Jones Keefer, Ltd., on behalf of property owner James C. Frazer, Jr., for approval of a Development Plan Amendment. The project consists of the addition of parking, landscaping, and ADA accessibility to the existing restaurant. The property is zoned Neighborhood Core identified by tax map number R610 039 00A 0093 0000 located at 196 Goethe Road.

STATUS: This item will be heard at the May 14, 2025 Development Review Committee meeting.

PROJECT NAME: SCHULTZ/GOETHE RD

PUD



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Development Plan Amendment

DPA-04-17-010844 04/19/2017 495 BUCKWALTER PKWY Development Plan Amendment Active Dan Frazier

Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT **Owner:** Cross Outreach Ministries

PLAN DESCRIPTION: The Applicant is requesting approval of a Development Plan Amendment for (PD.08.01.553) for the addition of classroom wing for 7-12 and to expand the multi-purpose/worship facility.
STATUS 05/09/17: The Development Plan Amendment is Approved.
STATUS 08/24/2017: The Applicant is requesting approval of a Development Plan Amendment to re-configure "Pond 3" to allow for expansion of the multi-purpose field to a regulation sized soccer field. The Development Plan Amendment is scheduled for the Sept. 12 meeting of the DRC.
STATUS 09/13/2017: The Sept 12 meeting of the DRC was cancelled to Hurricane Irma. Comments on the Development Plan Amendment will be reviewed at the Sept 19 meeting of the DRC.
STATUS 09/21/2017: Comments on the Development Plan Amendment were provided at the Sept. 19 meeting of the DRC. Revisions are required for approval. Awaiting re-submittal.
STATUS 06/21/2018: An Amendment to introduce additional phases of construction APPROVED.
STATUS 01/20/2019: An application to amend the development plan to construct a chapel have been submitted for review. Comments will be reviewed at the Jan 22 meeting of the DRC.
STATUS 02/19/2019: Comments were provided at the Jan. 22 meeting of the DRC. Awaiting re-submittal for Final Approval.
STATUS 02/25/2019: Re-submittal materials approved by the Fire Marshall. Final Development Plan is APPROVED.
STATUS 10/22/2019: Address created for Chapel, 491 Buckwalter PKWY.
STATUS 12/120/2020: A Development Plan Amendment to construct an additional classroom building has been submitted for review.

STATUS 2/10/2021: The Development Plan Amendment is APPROVED.
STATUS 10/29/2024: The Development Plan Amendment for the Cross Schools Columbarium was heard at the November 6, 2024 Development Review Committee meeting. The DPA is conditionally approved pending stormwater review and approval.
STATUS 10/29/2024: The Development Plan Amendment for the Cross Schools Cafeteria Expansion will be heard at the November 27, 2024 Development Review Committee meeting.
STATUS 11/8/24: The Development Plan Amendment for the Cross Schools Columbarium is APPROVED.
STATUS 11/20/24: The Applicant has submitted a Development Plan Amendment for the expansion of the cafeteria. This item was heard at the November 27, 2024 Development Review Committee meeting.
STATUS 1/27/25: The project received MS4 Auto-coverage Approval - waiting on BMP Maintenance Agreement prior to DPA approval.
STATUS 2/5/25: The Development Plan Amendment for the Cafeteria Expansion is APPROVED.
STATUS 8/13/25: A Development Plan Amendment application for a temporary classroom trailer was heard at the August 20, 2025 Development Review Committee meeting.

PROJECT NAME: CHURCH OF THE CROSS AT BUCKWALTER



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Total Development Plan Amendment Cases: 2

Subdivision Plan

General

SUB-10-25-019978	10/16/2025	235 MIDPOINT BLVD BOULEVARD	Subdivision Plan	Active	Dan Frazier
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Applicant: Thomas & Hutton - USE THIS ACCOUNT

Owner: Pulte Home Company - USE THIS ACCOUNT

PLAN DESCRIPTION: Proposed subdivision plat for 90 lots along Coral Cove Road, Mint Meadows, Pebble Path Road, and Scarlet Sage Drive.

PROJECT NAME: MIDPOINT AT NEW RIVERSIDE

SUB-07-25-019867	07/31/2025		Subdivision Plan	Active	Dan Frazier
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Applicant: Thomas & Hutton - USE THIS ACCOUNT

Owner: Palmetto Bluff Uplands, LLC / May River Forest, LLC

PLAN DESCRIPTION: A request by Drew Lonker of Thomas & Hutton, on behalf of Palmetto Bluff Uplands, LLC, for approval of a Subdivision plan application. The project consists of creating thirteen (13) single family lots with associated infrastructure. The property is in the Palmetto Bluff Planned Unit Development (PUD) consists of 27.35 acres identified by tax map number R614 057 000 0217 0000 along Old Moreland Road.

STATUS: This item will be heard at the September 3, 2025 Development Review Committee Meeting.

PROJECT NAME: PALMETTO BLUFF

SUB-08-25-019893	08/15/2025	201E MIDPOINT BLVD BOULEVARD	Subdivision Plan	Active	Dan Frazier
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Applicant: Thomas & Hutton - USE THIS ACCOUNT

Owner: Pulte Group

PLAN DESCRIPTION: A request by JP Moore of Thomas and Hutton, on behalf of Sam Bellock of Pulte Homes Company for approval of a Subdivision application. The project consists of the subdivision of Parcel 6A to create 70 single-family lots with associated right of way and common areas. The property is zoned New Riverside PUD and consists of approximately 26.0 acres identified by tax map number R610 044 000 0012 0000 and located at the intersections of Midpoint Boulevard and Sea Glass Lane, Midpoint Boulevard and Golden Poppy Lane, and Coral Cove Road within the Midpoint at New Riverside Master Plan.

STATUS: This item will be heard at the September 17, 2025 Development Review Committee meeting.

PROJECT NAME: MIDPOINT AT NEW RIVERSIDE



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Subdivision Plan

SUB-02-25-019578 02/04/2025 149 SIMMONSVILLE RD ROAD Subdivision Plan Active Dan Frazier

Applicant: Jason Frazier **Owner:** Benjamin & Leah Frazier

PLAN DESCRIPTION: A request by Jason Frazier on behalf of Benjamin Frazier for the approval of a Subdivision application. The project consists of the subdivision of a single lot into three lots with associated access and utility easements. The property is zoned Residential General (RG) identified by tax map number R600 031 000 0168 0000 and consists of approximately 0.91 acres located on Simmonsville Road.

STATUS: This item was heard at the March 12, 2025 Development Review Committee meeting.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Total Subdivision Plan Cases: 4

Zoning Action

UDO Text Amendment

ZONE-09-24-019360 09/24/2024 41 THOMAS HEYWARD ST STREET Zoning Action Active Charlotte Moore

Applicant: Keith Fisher **Owner:**

PLAN DESCRIPTION: Request for inclusion of carports in the UDO.
STATUS 09.24.2024: Requires a pre-application meeting. Staff will contact applicant.

PROJECT NAME: OLD TOWN



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Zoning Action

ZONE-03-18-011836 03/26/2018 Zoning Action Active Kevin Icard

Applicant: Town of Bluffton **Owner:** Town of Bluffton

PLAN DESCRIPTION: A request by the Unified Development Ordinance Administrator for consideration of revisions to the following sections of the Town of Bluffton's Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance:

1.1.8 Activities That Do Not Constitute Development; 2.2 Establishment; 3.2 General Application Approval Process; 3.9 PUD Master Plan; 3.18 Certificate of Appropriateness – Historic District (HD); 3.19 Site Feature – Historic District (HD); 3.20.2 Applicability; 3.25 Designation of Contributing Structure; 3.26 Appeals; 4.4 Conditional Use Standards; 5.3.7 Specific Landscaping Standards; 5.15 Old Town Bluffton Historic District; 7.2.2. Illegal Nonconformities; 7.9 Nonconforming Sites Resulting from Right-Of-Way Dedication or Acquisition; 9.2 Definitions; 9.3 Interpretation of Dimensional Standards; and, 9.4 Description of Uses of Land and Buildings

STATUS: 1/29/2019 The Application was heard at the January 23, 2019 Planning Commission meeting where it was recommended for approval to Town Council with conditions related specifically to Public Projects, Minor and Major PUD Master Plans, Development Plans, requiring public notice for various projects and to include language related to appeals.

STATUS: 2/18/2019 The Application will be heard at the March 12th Town Council meeting.

STATUS: 5/28/2019 A portion of the text amendments were approved by Town Council at their March 12, meeting. Additional items will be presented to Town Council at a future date.

STATUS: 4/21/2020 Various UDO text amendments are being reviewed by Planning Commission, and Town Council over the coming months.

STATUS: 4/22/2024 - Staff continues to bring forth UDO edits to be reviewed by Planning Commission, and Town Council.

PROJECT NAME:

Zoning Map Amendment

ZONE-06-24-019188 06/17/2024 332 BUCK ISLAND RD ROAD Zoning Action Active Dan Frazier

Applicant: Town of Bluffton **Owner:** Town of Bluffton

PLAN DESCRIPTION: A request by the Town of Bluffton for Zoning Map Amendment of approximately 1.38 acres located at 328, 330 and 332 Buck Island Road identified as Beaufort County Tax Map Numbers R 610 039 000 0016 0000 (328 and 330 Buck Island Road) and R610 039 000 018C 0000 (332 Buck Island Road) to Rezone the Subject Property to the Light Industrial (LI) District.

STATUS 8/29/24: The workshop was held at the July 24, 2024 Planning Commission meeting. The Public Hearing and Recommendation to Town Council is tentatively scheduled for September 25, 2024 Planning Commission meeting.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Zoning Action

ZONE-03-24-019046 03/14/2024 Zoning Action Active Dan Frazier

Applicant: Bryant and Son Trucking Company **Owner:** Bryant and Son Trucking Company

PLAN DESCRIPTION: A request by the applicant and property owner Johnnie Bryant III, for approval of a zoning map amendment application. The property is located at 30 Davis Road and consists of approximately 2.14 acres identified by tax map number R600 029 000 0028 0000 and currently zoned T2R Rural in unincorporated Beaufort County. This application is associated with the following annexation request; ANN-03-24-019045.

STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.

STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment were recommended for approval at the July 24, 2024, Planning Commission meeting.

STATUS: THE ZMA and CPA were approved at 1st Reading at the August 13, 2024, Town Council Meeting.

STATUS 11-12-24: Town Council APPROVED 2nd and Final Reading of the ZMA and CPA.

PROJECT NAME:

Total Zoning Action Cases: 4

Total Active Cases: 75

Total Plan Cases: 75



Town of Bluffton
20 Bridge St.
PO Box 386
Bluffton, SC 29910
843.706.4500

To: Town Council

From: Stephen Steese, Town Manager

Date: November 5, 2025

Town Operations / Community Meetings

- We continue to monitor the weather as we move towards the end of hurricane season. The overall season has been below expectations, but we remain prepared.
- The election was held November 4th and Councilman Hamilton and Councilwoman Burden both won reelection. The election results will be certified on November 6th, and we will swear in both members for their new term at the January Council Meeting.
- Staff has worked to prepare for Strategic Planning. Staff will have their work session with the consultants on the 5th and then with Council on the 6th. We will be planning for the FYs 27-28.
- Land Acquisition Updates:
 - The Town has closed on the Mooney Tract parcel following Council approval.
 - We are finalizing the covenants for the Foothills properties and will bring to Council for approval in November and close right after.
 - The Green Penny Committee also gave initial approval to our second application.
 - Purchase and Sale Agreement in place for 182 Bluffton Road and anticipate closing by the end of the year.

Town Council/Town Attorney Related Meetings

- Weekly Mayor / Mayor Pro Tempore / Manager meetings.
- Mayor Toomer, Councilmembers, and staff attended the SOLOCO meeting in Bluffton on October 28th. I will be making a presentation about projects, updates, and priorities in Bluffton at the next meeting.
- Mayor, Council, and staff attended the Chamber's State of the Region. Mayor Toomer recorded a video update for the Town and then participated in a panel with other Mayors.
- Held our Quarterly Work Session and are looking at coordinating a community input meeting for the Buck Island Park.
- Held One-on-One Meetings with Town Councilmembers.
- Provided walkthroughs at the New Riverside Barn and new DRCI building for Town Council.
- Mayor, Council, and staff attended several ribbon cutting events.

Updates and Miscellaneous Information

- Held the Town's last concert event at Buckwalter on October 3rd.
- Town held our Annual Spooktacular Event on October 24th at Oscar Frazier Park.
- Town Offices will be closed November 11th in observance of Veteran's Day.

TOWN COUNCIL

STAFF REPORT

Projects and Watershed Resilience Department



MEETING DATE:	November 13, 2025
PROJECT:	Consideration of a Resolution Authorizing Renewal of Cost-sharing Carolina Clear Stormwater Public Education Services between the Town of Bluffton and Beaufort County Stormwater Utility
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects & Watershed Resilience

REQUEST: Staff requests Town Council approve a Resolution to authorize the renewal of a Memorandum of Agreement (MOA) between the Town of Bluffton and the Beaufort County Stormwater Utility to cost-share for stormwater public education by Clemson Extension’s Carolina Clear (Carolina Clear) program.

BACKGROUND: On December 1, 2015, the South Carolina Department of Environmental Services (SCDES), formerly known as the South Carolina Department of Health and Environmental Control (SCDHEC), designated Hilton Head Island, portions of southern Beaufort County, and the Town of Bluffton as part of the Hilton Head Island Urbanized Area. Following this designation, SCDES now regulates all three (3) entities’ stormwater discharges to receiving waterbodies as individual, Small Municipal Separate Storm Sewer Systems (SMS4) under the NPDES General Permit #SCR030000.

General Permit #SCR030000 outlines the six (6) MCMs that each regulated SMS4 must include as part of their stormwater program. The MCMs are as follows:

1. Public outreach/education,
2. Public involvement/participation,
3. Illicit discharge detection and elimination (IDDE),
4. Construction site stormwater runoff control,
5. Post-construction stormwater management, and
6. Pollution prevention/good housekeeping for municipal operations.

Additionally, General Permit Article 4.1.4 outlines the requirement to develop adequate legal authority to implement and enforce the SMS4’s stormwater management program, which can include an interagency agreement. Specifically, Article 4.1.4.2.k. Interagency Agreements states, “Control of the contribution of pollutants from one portion of the shared MS4 to another portion of the MS4 through interagency agreements or other similar agreements with other MS4 owners, wherever and whenever such agreements are effective.”

Anticipating the SMS4 designation, the County and the Town included Article 7 – NPDES MS4 Phase II Permit Compliance in a “Stormwater Management and Utility Intergovernmental Agreement.” This Stormwater Intergovernmental Agreement (IGA), dated July 1, 2016, defines and implements environmental initiatives related to the protection of southern Beaufort County watersheds and other outstanding natural resources. A copy of the Stormwater IGA is attached as Exhibit “A” to the MOA (**Attachment 2**).

Per the Stormwater IGA, cost-sharing on activities to meet Municipal Separate Storm Sewer Systems (MS4) is permissible. The County and Town entered into a MOA to cost-share Carolina Clear services on November 16, 2016. Following satisfactory performance, the County approved a new contract with Carolina Clear on March 1, 2022, and on May 10, 2022, Town Council passed a resolution authorizing the Town Manager to enter into a Memorandum of Agreement (MOA) between the Town of Bluffton and the Beaufort County Stormwater Utility for these services. The County and Town of Bluffton entered into this new MOA on August 1, 2022 with contract services to begin in Fiscal Year 2023 and the annual cost for these services to be \$90,000. The Town’s contribution is based on the proportion of Stormwater Utility Accounts that lie within Town Limits, which equates to 12.77% or \$11,433, for FY 2026. The MOA may be renewed automatically annually for a period of up to three (3) years, with an option to renew annually for an additional two (2) years, thereby extending the possible termination date until June 30, 2027.

NEXT STEPS: Upon Town Council review and approval of this request, the Town Manager will renew the MOA with the Beaufort County Stormwater Utility for an additional one (1) year.

ATTACHMENTS:

1. Resolution
2. Memorandum of Agreement with Exhibit A – July 1, 2016 Intergovernmental Agreement
3. Proposed Motion

RESOLUTION

A RESOLUTION AUTHORIZING THE RENEWAL OF COST-SHARING CAROLINA CLEAR STORMWATER PUBLIC EDUCATION SERVICES BETWEEN THE TOWN OF BLUFFTON AND BEAUFORT COUNTY STORMWATER UTILITY

WHEREAS, South Carolina Department of Environmental Services, (the “**SCDES**”) designated the Town of Bluffton (the “**Town**”), and portions of southern Beaufort County (the “**County**”), South Carolina, as regulated Small Municipal Separate Storm Sewer Systems (“**SMS4**”) under the National Pollution Discharge Elimination System (“**NPDES**”) General Permit #SCR030000 (the “**General Permit**”); and,

WHEREAS, as MS4’s the Town and County have an obligation to meet SCDHEC requirements for a Stormwater Public Education and Involvement Program; and,

WHEREAS, the Town and County recognize that it may be mutually beneficial to share in the cost of development and implementation of a Stormwater Public Education and Involvement Program; and,

WHEREAS, the Town and the County established an Intergovernmental Agreement (“**IGA**”) for Stormwater Management and Utility Agreement on September 12, 2001; and,

WHEREAS, the IGA was amended August 24, 2011 and again on July 1, 2016 in anticipation of MS4-designation of the Town and County; and,

WHEREAS, Article 9.00 of the July 1, 2016 IGA permits cost sharing of projects of mutual benefit to the Town and County via Memos of Agreement, Memos of Understanding, Contracts and/or Joint Resolutions; and,

WHEREAS, the Town and the County have previously entered into a certain “MEMORANDUM OF AGREEMENT” dated November 16th, 2016 (the “**Original MOA**”) for Stormwater Public Education and Involvement Program; and,

WHEREAS, the Town and County entered into the current Memorandum of Agreement (“**MOA**”) following Council authorization on August 1, 2022, which may be renewed automatically annually for a period of up to three (3) years, with an option to renew annually for an additional two (2) years, thereby extending the possible termination date until June 30, 2027; and,

WHEREAS, the Parties have determined that it is reasonable, necessary, and in the public interest and welfare for the Parties to renew the existing MOA to continue to cooperate and coordinate the joint administration of the applicable stormwater Public Education and Involvement Program; and,

WHEREAS, Town Council desires to authorize the Town Manager to renew the existing MOA for an additional one (1) year.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF BLUFFTON, SOUTH CAROLINA, AS FOLLOWS:**

1. The Town Council hereby authorizes the Town Manager to renew the MOA with the Beaufort County Stormwater Utility to cost-share for stormwater public education by Clemson Extension's Carolina Clear program.

**THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.
SIGNED, SEALED AND DELIVERED AS OF THIS 13th DAY OF November, 2025.**

Larry Toomer, Mayor
Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

**MEMORANDUM OF AGREEMENT
TOWN OF BLUFFTON**

THIS AGREEMENT is made and entered into this 1 day of August, 2022 by and between the Town of Bluffton, South Carolina, (hereinafter referred to as the "City"), and Beaufort County, South Carolina (hereinafter referred to as the "County").

WHEREAS, the Town and County recognize that it may be mutually beneficial to share in the cost of development and implementation of a Stormwater Public Education and Involvement Program; and

WHEREAS, the Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina, dated August 14, 2012, establishes that the Town and County may enter into agreements to share the costs and responsibilities related to Stormwater pollution prevention activities, including public education and outreach; and

WHEREAS, the Town or County may contract for the private services and materials related to stormwater pollution prevention activities and request the other party to assist in the payment for the contracted services and materials at an agreed upon rate; and

WHEREAS, the County shall enter into an agreement, attached as Exhibit A, with Clemson University's Carolina Clear Program (Carolina Clear) to procure services at a cost not to exceed Ninety Thousand dollars (\$90,000.00) annually for water quality public education and outreach activities beginning in fiscal year 2023 through fiscal year 2027; and

WHEREAS, the County has requested that the Town share in payment for Carolina Clear services and the Town agrees to share in the cost for the services in an amount based upon the proportion of Stormwater Utility Accounts that lie within the Town Limits; and

WHEREAS, this agreement shall be in effect from the date of execution by both parties and may be renewed automatically annually for a period of up to three (3) years, with an option to renew annually for an additional two (years) thereby extending the possible termination date until June 30, 2027.

NOW, THEREFORE, the Town agrees to compensate the County in an amount based on the percentage of Stormwater utility fee accounts within Town limits each year the Carolina Clear contract is in effect to pay for its proportional share of funding the water quality public outreach and education activities of Carolina Clear throughout Beaufort County. Funds will be received by the County via the Stormwater Management Fee per account collected by the County on behalf of the Town and will not be billed separately.

IN WITNESS WHEREOF, the Town of Bluffton, South Carolina and Beaufort County, South Carolina, by and through their duly authorized officers have set their hands and seals on this 1 day of August, 2022.

WITNESSES:

Cheryl Harris
Brunna S. Owens

WITNESSES:

Shammy
Melinda M. Penny

BEAUFORT COUNTY

By: Eric L. Greenway
Its: County Administrator

TOWN OF BLUFFTON

By: AA
Its: Town Manager

Melinda M. Penny
Melinda M. Penny

Sworn to and subscribed
before me this
1 day of August 2022



RESOLUTION
A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF BLUFFTON AND THE BEAUFORT COUNTY STORMWATER
UTILITY TO COST-SHARE FOR STORMWATER PUBLIC EDUCATION SERVICES
WITH CAROLINA CLEAR

WHEREAS, the Town of Bluffton (the "*Town*") and Beaufort County (the "*County*") were both designated as Municipal Separate Storm Sewer Systems ("*MS4*") on December 1, 2015 by the South Carolina Department of Health and Control ("*SCDHEC*"); and

WHEREAS, as MS4's the Town and County have an obligation to meet SCDHEC requirements for a Stormwater Public Education and Involvement Program; and

WHEREAS, the Town and County recognize that it may be mutually beneficial to share in the cost of development and implementation of a Stormwater Public Education and Involvement Program; and

WHEREAS, the Town and the County established an Intergovernmental Agreement ("*IGA*") for Stormwater Management and Utility Agreement on September 12, 2001; and

WHEREAS, the IGA was amended August 24, 2011 and again on July 1, 2016 in anticipation of MS4-designation of the Town and County; and

WHEREAS, Article 9.00 of the July 1, 2016 IGA permits cost sharing of projects of mutual benefit to the Town and County via Memos of Agreement, Memos of Understanding, Contracts and/or Joint Resolutions; and

WHEREAS, the Town and the County have previously entered into a certain "MEMORANDUM OF AGREEMENT" dated November 16th, 2016 (the "*Original MOA*") for Stormwater Public Education and Involvement Program; and

WHEREAS, the Town and County have negotiated an "new memorandum of agreement" (the "*Agreement*"), the provisions of which amend and restate the Original MOA in its entirety, in the form attached hereto as Exhibit A;


WHEREAS, the Parties have determined that it is reasonable, necessary, and in the public interest and welfare for the Parties establish a new MOA to continue to cooperate and coordinate the joint administration of the applicable stormwater Public Education and Involvement Program; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, AS FOLLOWS:

1. The Town Council hereby authorizes the Town Manager to execute a Memorandum of Agreement (MOA) with the Beaufort County Stormwater Utility to cost-share for stormwater public education by Clemson Extension's Carolina Clear program.


THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

SIGNED, SEALED AND DELIVERED AS OF THIS 10th DAY OF May, 2022.



Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:



Kimberly Gammon, Town Clerk
Town of Bluffton, South Carolina

A STORMWATER MANAGEMENT AND UTILITY

INTERGOVERNMENTAL AGREEMENT

BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA, AND

THE TOWN OF BLUFFTON, SOUTH CAROLINA

DATED: 7-1-16

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WHEREAS, this Agreement is made on this 1st day of July, 2016, by and between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina, for the purpose of establishing the terms and conditions of the participation by the Town in a county-wide stormwater utility, which utility shall be operated by the County.

ARTICLE 1 - TITLE AND PURPOSE

1.00 *Title:* This intergovernmental agreement between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina, shall be known as the “Stormwater Management and Utility Agreement Between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina.”

1.01 *Purpose:* This Agreement is made for the purpose of defining the roles, responsibilities and financial relationship between the County and the Town with respect to the establishment, administration and operation of the Beaufort County Stormwater Utility, which includes the following:

- (a) Establishment of rates;
- (b) Use of revenue;
- (c) Acquisition of existing stormwater infrastructure;
- (d) Construction of new stormwater infrastructure;
- (e) Maintenance of stormwater infrastructure;
- (f) Operation of stormwater infrastructure;
- (g) Regulation and use of stormwater infrastructure; and,
- (h) Enhancement of water quality.

1.02 *References to County Ordinances:* This Agreement hereby incorporates by reference Beaufort County, South Carolina, Ordinance 2015-24 regarding the establishment of a Stormwater Utility. The Beaufort County Stormwater Implementation Committee (SWIC) will review this Agreement for any needed revisions upon future amendments to *Chapter 99* of the County Ordinance. Amendments to *Chapter 99* shall become binding to this Agreement upon SWIC review and revisions to this Agreement, if deemed necessary. In the case of any conflict between the provisions of the Ordinances and this Agreement, the provisions of this Agreement shall control.

ARTICLE 2 - DEFINITIONS

2.00 *Definitions:* When used in this “Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina,” the following words shall have the meanings set forth in this Article 2:

2.01 *Agreement:* This Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina.

2.02 *County:* Beaufort County, South Carolina.

2.03 *County Wide Stormwater Management Study (and Implementation Guide):* The study conducted by the County to determine the drainage infrastructure and maintenance needs within the various watersheds within the County. This became the Beaufort County Stormwater Master Plan dated February 20, 2006. In 2016, the County and Town of Bluffton entered into agreement to update the Master Plan, said document being referred to as the “Beaufort County Stormwater Management Implementation Guide”. Future amendments of the Plan/Guide shall

be incorporated by reference once agreed upon by the Beaufort County Stormwater Implementation Committee (SWIC).

2.04 *Cost of Service Analysis and Rate Study:* The study was conducted by the County and Town which was adopted by County Council on August 24, 2015 and submitted by the Study consultant to the Town of Bluffton on April 20, 2016 to determine an equitable and appropriate rate structure for Stormwater Utility User Fees within all areas of the County, so that fees charged by the Stormwater Utility will be in compliance with provisions of S. C. Code Ann. 48-14-120(C)(Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010).

2.05 *Stormwater Utility User Fees:* Stormwater Utility User Fees shall mean the service fee imposed pursuant to this article for the purpose of funding costs related to stormwater programs, services, systems, and facilities. These fees will be calculated based upon the residential category for a parcel and/or the nonresidential parcel's impervious area and/or a parcel's gross area and an administrative fee, depending on the applicable Utility Rate Structure, as pursuant to the provisions of the Beaufort County Ordinance listed in Section 1.02.

2.06 *Stormwater Utility User Fee; Single Family Unit Rate (SFU).* Per "Option A" of the 2015 Utility Rate Study, the single-family unit fee rate shall be defined as the impervious area measurements obtained from a statistically representative sample of all detached single-family structures within Beaufort County. The representative value will be 4,906 square feet

2.07 *Stormwater Utility User Fee; Administrative fee.* For "Option A" rate structures, the Administrative fee is a portion of the SFU and determined per Section 4.01 of this Agreement. Per "Option C or E" of the 2015 Utility Rate Study, the Administrative fee is a fixed cost per billable account and includes costs to the Utility not directly applicable to the improvements of

the property, such as administrative costs, public education and outreach, and water quality monitoring. For “Option C or E” rate structures, the Administrative fee is determined per Section 4.01 of this Agreement.

2.08 *Stormwater Utility User Fee; Countywide Infrastructure Fee (CWI).* Per the 2015 Utility Rate Study, the countywide infrastructure fee is based on GIS data obtained per Article 8 herein. It is a fee applicable to each Town for the operation and maintenance cost of the county owned infrastructure defined in Section 5.07, collected and paid directly to the County.

2.09 *Stormwater Utility User Fee; Gross Area fee (GA).* Per “Option C or E” of the 2015 Utility Rate Study, the Gross Area fee is calculated from the area in acres of a parcel of land as measured from GIS data obtained per Article 8 herein.

2.10 *Stormwater Utility User Fee; Impervious Area fee (IA).* Per “Option C or E” of the 2015 Utility Rate Study, the Impervious Area fee is based on impervious area measurements calculated in the same manner as the SFU.

2.11 *NPDES:* The National Pollutant Discharge Elimination System stormwater regulatory program established by the United States Environmental Protection Agency to address pollutants in stormwater discharged to waters of the United States. Phase II of this regulatory program impacts communities under 100,000 in population, small construction sites between one acre and five acres, and industrial sites owned and operated within communities under 100,000 population.

2.12 *Public Stormwater:* Stormwater runoff which is conveyed through a public drainage easement or public road right of way, and/or which some portion is generated from a public road right of way.

2.13 *Stormwater Infrastructure:* Real property, interests in real property, improvements to real property such as ditches, drains, pipes, culverts, catch basins, pumps, post-construction best management practices (BMPs), or the like, or any combination of them, used or useful in the collection and disbursement of storm and surface water, or the control of flooding. As used herein, Stormwater Infrastructure does not include drainage systems or facilities that are not publicly owned, and which do not carry public stormwater.

2.14 *Stormwater Management:* Control of storm and surface water, erosion, stormwater quality protection and flooding through the use of Stormwater Infrastructure, and the creation and enforcement of development standards related to storm and surface water.

2.15 *Stormwater Management Plan:* The plan(s) developed by the County and Town that addresses planning, design and construction of capital improvements to the Stormwater Infrastructure; acquisition of real property or interests in real property for the purposes of Stormwater Management; maintenance and repair of Stormwater Infrastructure; regulation of the use of Stormwater Infrastructure; acquisition of equipment and other assets; regulation of impacts including any that may be mandated under the NPDES Phase II regulations, contracting with engineering, financial, legal, construction and other professionals for services in support of the Stormwater Utility, emergency preparedness related to storms and hurricanes, acquisition or construction of Stormwater Infrastructure, or any other functions required, useful or prudent for a program of Stormwater Management.

2.16 *Stormwater Utility:* The administrative section of the County's Stormwater Department created for the purposes of planning, designing, overseeing, funding, building, and maintaining Stormwater Infrastructure, either directly or through cooperative arrangements with other

governmental bodies; and for administering and managing Stormwater Management throughout Beaufort County.

2.17 *Town:* Town of Bluffton, South Carolina.

ARTICLE 3 - TERM OF THIS AGREEMENT

3.00 *Term of This Agreement:* The term and duration of this Agreement shall be as follows in this Article 3.

3.01 *Initial Term of this Agreement:* The Initial Term of this Agreement shall be for a period of ten (10) years, commencing on the date the Agreement is signed by both the Town and the County, whichever comes last.

3.02 *Periodic Review of this Agreement:* The Beaufort County Stormwater Implementation Committee (SWIC) shall conduct periodic review of this Agreement to insure that it remains current with the state of the art stormwater management and practices applicable to coastal areas and shall provide recommendations for updates to the agreement if necessary.

3.03 *Extension of this Agreement:* The term of this Agreement may be extended at any time by the mutual agreement of the parties hereto, or upon the expiration of the initial ten (10) year term set forth in Article 3.01 above.

3.04 *Termination of this Agreement:* This Agreement may be terminated by either party hereto, by delivering written notice of the termination to the other party. Termination under this Article shall only be effective on the final day of any given County fiscal year. The written notice of termination shall be provided by the party terminating the Agreement no less than one hundred eighty (180) days prior to the date the termination will be effective.

3.05 *Effect of Termination:* Upon termination of this Agreement under any provision of this Article 3, or otherwise, all rights and obligations of any party hereto, specifically including but not limited to the right of the County to charge Stormwater Utility User Fees to property owners in the Town, shall immediately end.

3.06 *Conveyance of Assets:* Upon termination of this Agreement under any provision of this Article 3, the County shall convey to the Town all of its right, title and interest in any Stormwater Infrastructure, including any stormwater easements, within the municipal limits of the Town. However, this shall not include Stormwater Infrastructure on County owned parcels or County road rights of way (otherwise known as Countywide Infrastructure, CWI, as defined in Section 5.07) within the limits of the Town.

3.07 *Rebate of User Fees:* Upon termination of this Agreement under any provision of this Article 3, the County shall return to the Town any collected but unspent or unobligated Stormwater Utility User Fees collected from within the Town Limits.

ARTICLE 4 – FINANCE AND FUNDING

4.00 *Financial and Funding Relationship:* The Town shall provide the County with its Stormwater Utility User Fee Rate for its upcoming fiscal year prior to June 30 each year of this Agreement. This will be in the form of a letter to the County Administrator from the Town Manager.

In the event the Town fails to submit this letter in accordance with Article 4 of this Agreement, the previous year's rate shall apply. The Town shall also provide to the County an annual report of its stormwater fee expenditures from the previous fiscal year. This report shall be delivered

by September 30, or as soon as the previous fiscal year's financial records are complete, each year this Agreement is in effect.

4.01 *Use of Revenue:* In accordance with the provisions of S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010), all Stormwater Utility User Fees collected within the Town, less an administrative fee, shall be returned to the Town. The administrative fee is to be calculated as a fixed dollar amount for each unit billed and collected by the Stormwater Utility. The billable unit shall be either a Per Account charge or a charge per SFU, depending on the applicable Utility Rate Structure. The Utility shall define its administrative costs each year during the annual budget process. The Beaufort County Stormwater Implementation Committee (SWIC) shall conduct annual reviews of the Utility's administrative budget and recommend to the municipalities and County any changes to the amount billed per Account or SFU and the SWIC and Utility shall provide the Town an itemized proposal and a written explanation for adjustments for the administrative services and deliverables to be provided in the coming fiscal year. This proposal shall be submitted to the Town by February 15 of each calendar year. The Town shall provide a written recommendation of acceptance to the Utility by April 1 of the same year. Once agreed upon, this shall serve as the basis for the annual administrative fee to be calculated per Town Account or SFU, and included in each entity's annual budget.

- (a) The administrative fee shall be used by the County to defray the County's administrative costs in managing the Stormwater Utility.
- (b) The Town shall use Stormwater Utility User Fees to provide Stormwater Management within the Town, including, but not limited to:

- (i) The acquisition, design, construction, and maintenance of Stormwater Infrastructure, or repayment of bonded indebtedness issued to fund construction of Stormwater Infrastructure, in so far as the law and covenants of the bonds allow, or for repayment to the Town for general fund or other funds spent by the Town to fund Stormwater Management activities;
- (ii) Acquisition of Stormwater Infrastructure, including any easements or other interests in real property which shall be held in the name of the Town;
- (iii) Maintenance of Stormwater Infrastructure by the Town and its contractor(s,) or by direct services of the Stormwater Utility. Charges for services by the Stormwater Utility; shall be negotiated and approved by the County and the Town, as is provided in Articles 4.03, 4.05(a), 5.05, and 5.07 below; The Town shall have the right of non-exclusive use of direct maintenance services, and there shall be no minimum dollar amount required to be spent annually by the Town on any services provided by the Stormwater Utility;
- (iv) Plan review and site inspections related to compliance with stormwater ordinances and standards for development within the Town as set forth in Articles 4.05, 4.06 and 4.07 below;
- (v) NPDES Phase II permit compliance;
- (vi) Payment of bond indebtedness or repayment of funds borrowed

from the general fund or any other fund for the purpose of funding
Stormwater Management projects or activities; and,

(vii) Any other services related to Stormwater Management.

4.02 *Further Agreements Authorized:* The Town and the County may negotiate and enter into agreements to share costs and responsibilities related to NPDES permit compliance. Such agreements and cost allocations shall be reflected in each entities annual budget and must be authorized by the Town Council and County Council.

4.03 *Cost of Services:* If the Town chooses to utilize the direct services of the Stormwater Utility, however described, they shall be accounted for at the County's actual cost of the equipment, materials, and personnel utilized in the delivery of the services.

4.04 *Setting of Stormwater Utility User Fee Rate (Per Account, IA, GA, and SFU's):* The Town shall be responsible each year for setting the Stormwater Utility User Fee Rate to be assessed on parcels within the Town. The Stormwater Utility User Fee rate shall be set in accordance with S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation.

4.05 *Plan Review and Site Inspection:* For all activities that constitute development within Town limits, the Town will provide review of plans and site inspections to ensure compliance with applicable laws, ordinances and regulations related to storm and surface water, erosion control and flooding.

4.06 *Coordination of Services:* The Town shall identify a representative of its staff to serve as the contact person and coordinator for Stormwater Management Services, including services

provided by the County within the Town, long range planning and water quality initiatives such as the NPDES Phase II requirements compliance, notification of problems, facilitating access within any planned or future Planned Unit Developments within the Town, and advising the County on site-specific conditions within the Town.

ARTICLE 5 – ADMINISTRATION OF STORMWATER UTILITY

5.00 *Stormwater Utility:* The County has established a Stormwater Utility that administers funds and conducts a Stormwater Management program throughout the County.

5.01 *Stormwater Management Plan:* The County and Town shall have the responsibility to develop and maintain a Stormwater Management Plan to be administered by the Beaufort County Stormwater Implementation Committee (SWIC).

5.02 *Relationship of Plan to Agreement:* The Stormwater Management Plan developed and maintained by the Beaufort County Stormwater Implementation Committee (SWIC) shall incorporate the obligations of the County and Town under this Agreement. In the case of any conflict between the provisions of the Stormwater Management Plan and this Agreement, the provisions of this Agreement shall control.

5.03 *Stormwater Utility User Fees:* The Stormwater Utility shall bill and collect parcel based Stormwater Utility User Fees from property owners, tenants, or other appropriate parties, pursuant to its authority and subject to any intergovernmental agreements, including this Agreement, and may also apply for, acquire and use any other funding from any public or private source in support of the Stormwater Management Plan as allowed by law.

5.04 *County Responsibilities:* The County, through the Stormwater Utility, shall have the following responsibilities:

(a) *Collection and Distribution of Fees:* Stormwater Utility User Fees within the Town limits shall be charged and collected by the County in accordance with the provisions of Article 4.0 of this Agreement; the Stormwater Utility User Fees shall be collected in accordance with S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation, and shall not include provisions for relief from the payment of the Stormwater Utility User Fees; the County shall distribute the Town's Stormwater Utility User Fees less the County administrative costs as defined in Article 4.01, in the same manner as ad valorem taxes are distributed for each year this Agreement is in effect;

(b) *Provision of Services:* Provision of the services required under this Agreement.

(c) *Budgeting and Expenditure:* Setting the budget for the Stormwater Utility, and spending the revenues in accordance with any applicable ordinances or agreements, including this Agreement;

(d) *Administrative Activities:* Managing all administrative activities of the Stormwater Utility, including but not limited to, fee assessment, collection and distribution, maintenance of accounting records, maintenance of stormwater data, implementation of the master plan, acquisition of easements, coordination with other agencies, reporting to the Stormwater Utility Board;

(e) *Accounting:* Maintaining an accounting of revenues and expenditures on a jurisdictional or geographic basis, as may be set or described under any applicable ordinance or agreement, including this Agreement, the County shall provide the Town with an itemized annual accounting of all Stormwater Utility User Fees within the Town limits in the form of a budget report, including but not limited to: how parcel fees were determined, calculated, and assessed; total fees collected; total Administrative costs retained by the County; total fees in arrears, on which parcels and the status of the collection attempt(s) on such parcels; fee credits applied for; fee credits paid; and fees that required adjustment since the last billing. This budget report shall be parcel based and provided to the Town annually prior to February 1st throughout the term of this agreement as an electronic document compatible with the most current version of Microsoft Office. The County shall also maintain an annual accounting of all administrative costs associated with operating the Utility. Either the Town or County, at the sole expense of the requesting jurisdiction, may request a professional audit of any of the budget reports;

(f) *Operation and Maintenance:* At the direction and approval of the Town, provide for the operation and maintenance of Stormwater Infrastructure within the Town; and,

5.05 *Delivery of Services:* The County shall coordinate the delivery of services hereunder through the Town Manager or his designee, via a Job Order Process as agreed to by the Town and County. All delivery of County services upon parcels within the Town limits shall be

approved in writing by the Town before any work is performed or any funds may be returned to the County, and all delivery of stormwater infrastructure services within County Rights of Ways shall be coordinated with the Town.

5.06 *Coordination with Other Jurisdictions:* From time to time a need for coordination between all incorporated jurisdictions within the County and the County may occur, and it shall be the responsibility of the County to facilitate such coordination. The County will work with designated representatives from all jurisdictions within the County to ensure effective communication regarding issues impacting the Stormwater Infrastructure and the Stormwater Management Plan.

5.07 *Qualifications and Extents of Service:* Stormwater infrastructure in public road Rights of Ways, whether State, County or Municipal, shall be maintained by the road owner, as these areas are exempt from Stormwater Utility User Fees per Section 99-109 (b) of the County Ordinance. The Town shall retain the right to determine the qualifications for, extent of, and level of service required to maintain the Stormwater Infrastructure within the limits of the Town, with the exception of County and State road Rights of Way, which shall be designed and maintained in accordance with their current standards.

5.08 *Fee Credits:* The Town shall have the authority to review and comment on all County stormwater fee credit applications requested upon parcels within the Town limits prior to such adjustments being made.

5.09 *Easements:* The Town and County will allow mutual blanket encroachments upon each other's existing easements, but only to enable the Town and/or County to perform stormwater utility related work within the limits of the Town.

ARTICLE 6: STORMWATER ORDINANCES AND DEVELOPMENT STANDARDS

6.00 *Applicable Standards:* The current hydrologic and hydraulic engineering and design standards of the County and Town shall prevail in the design, construction, operation and maintenance of any portion of the Stormwater Infrastructure within the County and Town, respectively, unless superseded by the hydrologic and hydraulic engineering and design standards of the State, as may be required for specific work performed in State rights of way. In all cases, the County or Town standards shall prevail within the applicable jurisdiction unless determined to be less stringent than State standards.

6.01 *State or Federal Laws or Regulations:* The Town and the County shall at all times comply with any applicable State or Federal Laws or regulations relating to Stormwater Management, Stormwater Infrastructure, erosion control or pollution.

6.02 *Regulatory Obligations of the County and Town:*

The County and Town shall adopt and enforce ordinances and development standards as necessary to comply with State and Federal standards regarding stormwater management, erosion and sedimentation, pollution control, and flooding. Minimum water quality controls in jurisdictions shall be protective enough to reach and maintain state designated water uses.

6.03 *Plan Review and Site Inspection:* The Town and County shall be responsible for the review and approval of all development plans within their respective jurisdictions, to ensure that all applicable regulations pertaining to construction site erosion, sedimentation, and pollution control as well to post-construction stormwater quantity and quality control are met.

The County and Town shall be responsible for providing inspections during construction of all County and Town owned stormwater systems, respectively. The County and Town will continue its practice of inspection and review of privately owned stormwater systems during construction and upon completion to ensure that construction conforms with the approved development stormwater plan.

ARTICLE 7 – NPDES MS4 PHASE II PERMIT COMPLIANCE

7.00 *NPDES Compliance:* In 2015, Beaufort County, the Town of Bluffton, and the Town of Bluffton were designated by the State of South Carolina for compliance with the NPDES Program. the County and Town shall be responsible for the development of the NPDES MS4 Phase II permit application, the development of Best Management Practices required by the permit, and the implementation of the program of Best Management Practices set forth in the permit. Should the Town of Port Royal or the City of Beaufort be designated by the State of South Carolina for compliance with the NPDES program, the provisions of this section shall also apply to the Town.

7.01 *Roles and Responsibilities:* The Town and County shall hold separate NPDES MS4 Phase II permits and shall each be responsible for maintaining compliance with their respective permit requirements. The Town may request to “co-permit” or share MS4 Phase II permitting with the County or another Town or City, as allowed by Article 9 of this Agreement, as allowed by State law, and as encouraged in the State of South Carolina General Permit for MS4 Phase II communities.

7.02 *Coordination of Activities:* It is expected that some aspects of NPDES MS4 Phase II

requirements will lend themselves to coordination and cooperation between the Town and the County. In such instances, coordination between the Town and the County shall be on the basis of a specific Minimum Control Measure (MCM) and shall be established by a separate written agreement that specifies the objectives, product deliverables, schedules, funding distribution, and the roles and responsibilities of each party in addressing these measures.

7.03 *Annual Reporting:* The Town and County will each be responsible for preparing an annual report documenting the activities undertaken in support of NPDES MS4 Phase II permit requirements during the previous year and submitting the report to the South Carolina Department of Health and Environmental Control.

7.04 *Permit Related Costs:* All costs related to the NPDES MS4 Phase II permit shall be borne by the permit holder. In instances where the Town and County coordinate to meet permit requirements, costs may be shared on a basis that is detailed in a separate written agreement.

ARTICLE 8 – DATA ACQUISITION AND MANAGEMENT

8.00 *Roles and Responsibilities:* The Town and County shall each be responsible for acquiring and maintaining data sets that are relevant to Stormwater Management in their respective jurisdictions.

8.01 *Cost Sharing:* Cost sharing agreements for data acquisition may be made between the Town and County on a project-specific basis. The terms and details of any cost sharing agreement shall be detailed in a separate written agreement between the Town and County.

8.02 *Data Sharing:* The Town and County shall share acquired data at the request of the other. In such instances the Town and County will agree to abide by each entity's current data

distribution policy.

8.03 *Data Types:* Types of data that the Town and County will acquire, maintain, and may share include but are not limited to, GIS data, aerial photography, LIDAR data, water quality monitoring data, stream gage data, financial and accounting data.

ARTICLE 9 – OTHER AGREEMENTS

9.00 *Scope and cost sharing:* From time to time various projects may be shared in scope and/or cost between the County and the Town, or the County and multiple Municipalities within the County via Memos of Agreement, Memos of Understanding, Contracts, and/or Joint Resolutions.

9.01 *Agreement Recommendations:* The Beaufort County Stormwater Implementation Committee (SWIC) shall be the vehicle whereby agreements of project scope and cost sharing between the County and multiple Municipalities within the County are reviewed and recommended to the Municipalities and County. It is understood that the Beaufort County Stormwater Implementation Committee shall have no authority to financially commit the Town or County to any project of any type and only will provide technical recommendations for such projects. For agreements solely between the Town and the County, the Beaufort County Stormwater Implementation Committee (SWIC) review is not required.

9.02 *Agreement approvals:* Other agreements between the County and the Town must be approved by the Town Council and the County Council or their designees.

9.03 *Funds Distribution:* These Agreements will define how funds are distributed, either by invoice or as part of the Per Account Administrative fee collected by the County.

ARTICLE 10 - MISCELLANEOUS

10.00 *Provisions Applicable to This Agreement:* The following general provisions are applicable to this Agreement:

10.01 *Binding Effect:* This Agreement shall inure to the benefit of and shall be binding upon the Town and County and their respective successors and assigns, if any are permitted hereunder.

10.02 *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified or altered without the written consent of the Town and the County.

10.03 *Severability:* In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.04 *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.05 *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

10.06 *Captions:* The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10.07 *Plural/Singular:* Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

10.08 *No Third Party Beneficiaries:* The Town and the County hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

10.09 *Notices:* All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, via electronic mail, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the parties.

To the Town: THE TOWN OF BLUFFTON

Marc Orlando, Manager

20 Bridge St., PO Box 386

Bluffton, SC 29910

To the County: BEAUFORT COUNTY, SOUTH CAROLINA

Gary Kubic, Manager

Post Office Box 1128


Beaufort, SC, 29902

10.10 *No Waiver:* No failure of either party hereto to exercise any power or right given to such party hereunder, or to insist on strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to thereafter demand strict compliance with the terms of this Agreement.

10.11 *Further Assurances and Corrective Documents:* The Town and the County agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the provisions hereof. The Town and the County agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the provisions hereof.

In Witness Whereof, The Town of Bluffton, South Carolina, and Beaufort County, South Carolina, by and through their duly authorized officers, have set their hands and seals on this 1st day of July, 2016.

WITNESSES:

THE TOWN OF BLUFFTON,
SOUTH CAROLINABy: 
Lisa Sulka, MayorAttest: 
Marc Orlando Town Manager

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

By: 
Paul Sommerville, ChairmanAttest: 
Gary Kubic, County Administrator

**Attachment 3
Proposed Motion**

**Consideration of a Resolution to Authorize the Renewal of Cost-sharing Carolina Clear
Stormwater Public Education Services between the Town of Bluffton and Beaufort County
Stormwater Utility**

Proposed Motion

*"I move to **approve** [approve with changes, deny] a Resolution authorizing the Renewal of Cost-sharing Carolina Clear Stormwater Public Education Services between the Town of Bluffton and Beaufort County Stormwater Utility."*

TOWN COUNCIL

STAFF REPORT
Projects & Watershed Resilience Department



MEETING DATE:	November 13, 2025
PROJECT:	Consideration of a Resolution to Appoint the Town of Bluffton Ex Officio Representative to the Beaufort County Stormwater Utility Board
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects & Watershed Resilience

RECOMMENDATION:

Town Council appoints Andrea Moreno, MS4 Program Manager, as the ex officio representative for the Town of Bluffton to the Beaufort County Stormwater Management Utility Board.

BACKGROUND/DISCUSSION:

In July of 2016, Beaufort County and the Town of Bluffton renewed a Stormwater Management and Utility Intergovernmental Agreement (IGA) (**Attachment 1 – Exhibit A**). This Stormwater IGA defines and implements environmental initiatives related to the protection of southern Beaufort County watersheds and other outstanding natural resources. Article 5 of the Stormwater IGA describes the functions of the Stormwater Utility.

The Stormwater Utility is the administrative section of Beaufort County’s Stormwater Department which serves to determine appropriate levels of public stormwater management services for residential, commercial, industrial, and governmental entities within Beaufort County; to recommend appropriate funding levels for program elements in Stormwater Management Plan; to advise the staff of the stormwater management utility on master planning efforts and cost of service/rate studies; and to support and promote sound stormwater management practices that mitigate non-point source pollution and enhance area drainage within Beaufort County. The Stormwater Utility and Beaufort County, through the Stormwater Utility Board, are responsible for the collection and distribution of stormwater utility user fees and delivery of stormwater infrastructure services.

All ex officio members of the Stormwater Utility Board are staff members appointed by their respective municipal councils. The role of the ex officio member includes serving as the contact person and coordinator for Stormwater Management Services, including services provided by the County within the Town, long range planning and water quality initiatives such as the NPDES Phase II requirements, and advising the County on site-specific conditions within the Town. The vacancy has been created by the Town’s current representative Bill Baugher’s new role as part-time GIS Analyst II.

NEXT STEPS: Upon Town Council review and approval of this request, Andrea Moreno will serve as the Town's ex officio member of the Beaufort County Stormwater Utility.

SUMMARY: Staff requests Town Council appoints Andrea Moreno, MS4 Program Manager, as the ex officio representative for the Town of Bluffton to the Beaufort County Stormwater Management Utility Board as the current representative, Bill Baugher, Watershed Management Division Manager, transitions to a new part-time role with the Town.

ATTACHMENTS:

1. Resolution
Exhibit A. Beaufort County Stormwater Management and Utility Intergovernmental Agreement
2. Proposed Motion

RESOLUTION

A RESOLUTION AUTHORIZING THE APPOINTMENT OF THE TOWN OF BLUFFTON EX OFFICIO REPRESENTATIVE TO THE BEAUFORT COUNTY STORMWATER UTILITY

WHEREAS, the Town of Bluffton (the “*Town*”) and Beaufort County (the “*County*”), established an Intergovernmental Agreement (“*IGA*”) for Stormwater Management and Utility Agreement on September 12, 2001; and,

WHEREAS, the IGA was amended August 24, 2011 and again on July 1, 2016, “*Exhibit A*” attached hereto, in anticipation of MS4-designation of the Town and County; and,

WHEREAS, Article 5.00 of the July 1, 2016 IGA describes the functions of the County Stormwater Utility; and,

WHEREAS, Article 4.00 of the July 1, 2016 IGA describes the finance and funding of the County Stormwater Utility, including that the Town shall identify an ex officio representative to serve on the County Stormwater Utility Board; and,

WHEREAS, Town Council desires to appoint Andrea Moreno as the Town of Bluffton ex officio representative to the Beaufort County Stormwater Utility.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, AS FOLLOWS:

1. The Town Council hereby appoints Andrea Moreno as the Town of Bluffton ex officio representative to the Beaufort County Stormwater Utility Board.

**THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.
SIGNED, SEALED AND DELIVERED AS OF THIS 13th DAY OF November 2025.**

Larry Toomer, Mayor
Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

A STORMWATER MANAGEMENT AND UTILITY
INTERGOVERNMENTAL AGREEMENT
BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA, AND
THE TOWN OF BLUFFTON, SOUTH CAROLINA

DATED: 7-1-16

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WHEREAS, this Agreement is made on this 1st day of July, 2016, by and between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina, for the purpose of establishing the terms and conditions of the participation by the Town in a county-wide stormwater utility, which utility shall be operated by the County.

ARTICLE 1 - TITLE AND PURPOSE

1.00 *Title:* This intergovernmental agreement between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina, shall be known as the “Stormwater Management and Utility Agreement Between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina.”

1.01 *Purpose:* This Agreement is made for the purpose of defining the roles, responsibilities and financial relationship between the County and the Town with respect to the establishment, administration and operation of the Beaufort County Stormwater Utility, which includes the following:

- (a) Establishment of rates;
- (b) Use of revenue;
- (c) Acquisition of existing stormwater infrastructure;
- (d) Construction of new stormwater infrastructure;
- (e) Maintenance of stormwater infrastructure;
- (f) Operation of stormwater infrastructure;
- (g) Regulation and use of stormwater infrastructure; and,
- (h) Enhancement of water quality.

1.02 *References to County Ordinances:* This Agreement hereby incorporates by reference Beaufort County, South Carolina, Ordinance 2015-24 regarding the establishment of a Stormwater Utility. The Beaufort County Stormwater Implementation Committee (SWIC) will review this Agreement for any needed revisions upon future amendments to *Chapter 99* of the County Ordinance. Amendments to *Chapter 99* shall become binding to this Agreement upon SWIC review and revisions to this Agreement, if deemed necessary. In the case of any conflict between the provisions of the Ordinances and this Agreement, the provisions of this Agreement shall control.

ARTICLE 2 - DEFINITIONS

2.00 *Definitions:* When used in this “Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina,” the following words shall have the meanings set forth in this Article 2:

2.01 *Agreement:* This Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina.

2.02 *County:* Beaufort County, South Carolina.

2.03 *County Wide Stormwater Management Study (and Implementation Guide):* The study conducted by the County to determine the drainage infrastructure and maintenance needs within the various watersheds within the County. This became the Beaufort County Stormwater Master Plan dated February 20, 2006. In 2016, the County and Town of Bluffton entered into agreement to update the Master Plan, said document being referred to as the “Beaufort County Stormwater Management Implementation Guide”. Future amendments of the Plan/Guide shall

be incorporated by reference once agreed upon by the Beaufort County Stormwater Implementation Committee (SWIC).

2.04 *Cost of Service Analysis and Rate Study:* The study was conducted by the County and Town which was adopted by County Council on August 24, 2015 and submitted by the Study consultant to the Town of Bluffton on April 20, 2016 to determine an equitable and appropriate rate structure for Stormwater Utility User Fees within all areas of the County, so that fees charged by the Stormwater Utility will be in compliance with provisions of S. C. Code Ann. 48-14-120(C)(Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010).

2.05 *Stormwater Utility User Fees:* Stormwater Utility User Fees shall mean the service fee imposed pursuant to this article for the purpose of funding costs related to stormwater programs, services, systems, and facilities. These fees will be calculated based upon the residential category for a parcel and/or the nonresidential parcel's impervious area and/or a parcel's gross area and an administrative fee, depending on the applicable Utility Rate Structure, as pursuant to the provisions of the Beaufort County Ordinance listed in Section 1.02.

2.06 *Stormwater Utility User Fee; Single Family Unit Rate (SFU).* Per "Option A" of the 2015 Utility Rate Study, the single-family unit fee rate shall be defined as the impervious area measurements obtained from a statistically representative sample of all detached single-family structures within Beaufort County. The representative value will be 4,906 square feet

2.07 *Stormwater Utility User Fee; Administrative fee.* For "Option A" rate structures, the Administrative fee is a portion of the SFU and determined per Section 4.01 of this Agreement. Per "Option C or E" of the 2015 Utility Rate Study, the Administrative fee is a fixed cost per billable account and includes costs to the Utility not directly applicable to the improvements of

the property, such as administrative costs, public education and outreach, and water quality monitoring. For “Option C or E” rate structures, the Administrative fee is determined per Section 4.01 of this Agreement.

2.08 *Stormwater Utility User Fee; Countywide Infrastructure Fee (CWI).* Per the 2015 Utility Rate Study, the countywide infrastructure fee is based on GIS data obtained per Article 8 herein. It is a fee applicable to each Town for the operation and maintenance cost of the county owned infrastructure defined in Section 5.07, collected and paid directly to the County.

2.09 *Stormwater Utility User Fee; Gross Area fee (GA).* Per “Option C or E” of the 2015 Utility Rate Study, the Gross Area fee is calculated from the area in acres of a parcel of land as measured from GIS data obtained per Article 8 herein.

2.10 *Stormwater Utility User Fee; Impervious Area fee (IA).* Per “Option C or E” of the 2015 Utility Rate Study, the Impervious Area fee is based on impervious area measurements calculated in the same manner as the SFU.

2.11 *NPDES:* The National Pollutant Discharge Elimination System stormwater regulatory program established by the United States Environmental Protection Agency to address pollutants in stormwater discharged to waters of the United States. Phase II of this regulatory program impacts communities under 100,000 in population, small construction sites between one acre and five acres, and industrial sites owned and operated within communities under 100,000 population.

2.12 *Public Stormwater:* Stormwater runoff which is conveyed through a public drainage easement or public road right of way, and/or which some portion is generated from a public road right of way.

2.13 *Stormwater Infrastructure:* Real property, interests in real property, improvements to real property such as ditches, drains, pipes, culverts, catch basins, pumps, post-construction best management practices (BMPs), or the like, or any combination of them, used or useful in the collection and disbursement of storm and surface water, or the control of flooding. As used herein, Stormwater Infrastructure does not include drainage systems or facilities that are not publicly owned, and which do not carry public stormwater.

2.14 *Stormwater Management:* Control of storm and surface water, erosion, stormwater quality protection and flooding through the use of Stormwater Infrastructure, and the creation and enforcement of development standards related to storm and surface water.

2.15 *Stormwater Management Plan:* The plan(s) developed by the County and Town that addresses planning, design and construction of capital improvements to the Stormwater Infrastructure; acquisition of real property or interests in real property for the purposes of Stormwater Management; maintenance and repair of Stormwater Infrastructure; regulation of the use of Stormwater Infrastructure; acquisition of equipment and other assets; regulation of impacts including any that may be mandated under the NPDES Phase II regulations, contracting with engineering, financial, legal, construction and other professionals for services in support of the Stormwater Utility, emergency preparedness related to storms and hurricanes, acquisition or construction of Stormwater Infrastructure, or any other functions required, useful or prudent for a program of Stormwater Management.

2.16 *Stormwater Utility:* The administrative section of the County's Stormwater Department created for the purposes of planning, designing, overseeing, funding, building, and maintaining Stormwater Infrastructure, either directly or through cooperative arrangements with other

governmental bodies; and for administering and managing Stormwater Management throughout Beaufort County.

2.17 *Town:* Town of Bluffton, South Carolina.

ARTICLE 3 - TERM OF THIS AGREEMENT

3.00 *Term of This Agreement:* The term and duration of this Agreement shall be as follows in this Article 3.

3.01 *Initial Term of this Agreement:* The Initial Term of this Agreement shall be for a period of ten (10) years, commencing on the date the Agreement is signed by both the Town and the County, whichever comes last.

3.02 *Periodic Review of this Agreement:* The Beaufort County Stormwater Implementation Committee (SWIC) shall conduct periodic review of this Agreement to insure that it remains current with the state of the art stormwater management and practices applicable to coastal areas and shall provide recommendations for updates to the agreement if necessary.

3.03 *Extension of this Agreement:* The term of this Agreement may be extended at any time by the mutual agreement of the parties hereto, or upon the expiration of the initial ten (10) year term set forth in Article 3.01 above.

3.04 *Termination of this Agreement:* This Agreement may be terminated by either party hereto, by delivering written notice of the termination to the other party. Termination under this Article shall only be effective on the final day of any given County fiscal year. The written notice of termination shall be provided by the party terminating the Agreement no less than one hundred eighty (180) days prior to the date the termination will be effective.

3.05 *Effect of Termination:* Upon termination of this Agreement under any provision of this Article 3, or otherwise, all rights and obligations of any party hereto, specifically including but not limited to the right of the County to charge Stormwater Utility User Fees to property owners in the Town, shall immediately end.

3.06 *Conveyance of Assets:* Upon termination of this Agreement under any provision of this Article 3, the County shall convey to the Town all of its right, title and interest in any Stormwater Infrastructure, including any stormwater easements, within the municipal limits of the Town. However, this shall not include Stormwater Infrastructure on County owned parcels or County road rights of way (otherwise known as Countywide Infrastructure, CWI, as defined in Section 5.07) within the limits of the Town.

3.07 *Rebate of User Fees:* Upon termination of this Agreement under any provision of this Article 3, the County shall return to the Town any collected but unspent or unobligated Stormwater Utility User Fees collected from within the Town Limits.

ARTICLE 4 – FINANCE AND FUNDING

4.00 *Financial and Funding Relationship:* The Town shall provide the County with its Stormwater Utility User Fee Rate for its upcoming fiscal year prior to June 30 each year of this Agreement. This will be in the form of a letter to the County Administrator from the Town Manager.

In the event the Town fails to submit this letter in accordance with Article 4 of this Agreement, the previous year's rate shall apply. The Town shall also provide to the County an annual report of its stormwater fee expenditures from the previous fiscal year. This report shall be delivered

by September 30, or as soon as the previous fiscal year's financial records are complete, each year this Agreement is in effect.

4.01 *Use of Revenue:* In accordance with the provisions of S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010), all Stormwater Utility User Fees collected within the Town, less an administrative fee, shall be returned to the Town. The administrative fee is to be calculated as a fixed dollar amount for each unit billed and collected by the Stormwater Utility. The billable unit shall be either a Per Account charge or a charge per SFU, depending on the applicable Utility Rate Structure. The Utility shall define its administrative costs each year during the annual budget process. The Beaufort County Stormwater Implementation Committee (SWIC) shall conduct annual reviews of the Utility's administrative budget and recommend to the municipalities and County any changes to the amount billed per Account or SFU and the SWIC and Utility shall provide the Town an itemized proposal and a written explanation for adjustments for the administrative services and deliverables to be provided in the coming fiscal year. This proposal shall be submitted to the Town by February 15 of each calendar year. The Town shall provide a written recommendation of acceptance to the Utility by April 1 of the same year. Once agreed upon, this shall serve as the basis for the annual administrative fee to be calculated per Town Account or SFU, and included in each entity's annual budget.

- (a) The administrative fee shall be used by the County to defray the County's administrative costs in managing the Stormwater Utility.
- (b) The Town shall use Stormwater Utility User Fees to provide Stormwater Management within the Town, including, but not limited to:

- (i) The acquisition, design, construction, and maintenance of Stormwater Infrastructure, or repayment of bonded indebtedness issued to fund construction of Stormwater Infrastructure, in so far as the law and covenants of the bonds allow, or for repayment to the Town for general fund or other funds spent by the Town to fund Stormwater Management activities;
- (ii) Acquisition of Stormwater Infrastructure, including any easements or other interests in real property which shall be held in the name of the Town;
- (iii) Maintenance of Stormwater Infrastructure by the Town and its contractor(s,) or by direct services of the Stormwater Utility. Charges for services by the Stormwater Utility; shall be negotiated and approved by the County and the Town, as is provided in Articles 4.03, 4.05(a), 5.05, and 5.07 below; The Town shall have the right of non-exclusive use of direct maintenance services, and there shall be no minimum dollar amount required to be spent annually by the Town on any services provided by the Stormwater Utility;
- (iv) Plan review and site inspections related to compliance with stormwater ordinances and standards for development within the Town as set forth in Articles 4.05, 4.06 and 4.07 below;
- (v) NPDES Phase II permit compliance;
- (vi) Payment of bond indebtedness or repayment of funds borrowed

from the general fund or any other fund for the purpose of funding
Stormwater Management projects or activities; and,
(vii) Any other services related to Stormwater Management.

4.02 *Further Agreements Authorized:* The Town and the County may negotiate and enter into agreements to share costs and responsibilities related to NPDES permit compliance. Such agreements and cost allocations shall be reflected in each entities annual budget and must be authorized by the Town Council and County Council.

4.03 *Cost of Services:* If the Town chooses to utilize the direct services of the Stormwater Utility, however described, they shall be accounted for at the County's actual cost of the equipment, materials, and personnel utilized in the delivery of the services.

4.04 *Setting of Stormwater Utility User Fee Rate (Per Account, IA, GA, and SFU's):* The Town shall be responsible each year for setting the Stormwater Utility User Fee Rate to be assessed on parcels within the Town. The Stormwater Utility User Fee rate shall be set in accordance with S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation.

4.05 *Plan Review and Site Inspection:* For all activities that constitute development within Town limits, the Town will provide review of plans and site inspections to ensure compliance with applicable laws, ordinances and regulations related to storm and surface water, erosion control and flooding.

4.06 *Coordination of Services:* The Town shall identify a representative of its staff to serve as the contact person and coordinator for Stormwater Management Services, including services

provided by the County within the Town, long range planning and water quality initiatives such as the NPDES Phase II requirements compliance, notification of problems, facilitating access within any planned or future Planned Unit Developments within the Town, and advising the County on site-specific conditions within the Town.

ARTICLE 5 – ADMINISTRATION OF STORMWATER UTILITY

5.00 *Stormwater Utility:* The County has established a Stormwater Utility that administers funds and conducts a Stormwater Management program throughout the County.

5.01 *Stormwater Management Plan:* The County and Town shall have the responsibility to develop and maintain a Stormwater Management Plan to be administered by the Beaufort County Stormwater Implementation Committee (SWIC).

5.02 *Relationship of Plan to Agreement:* The Stormwater Management Plan developed and maintained by the Beaufort County Stormwater Implementation Committee (SWIC) shall incorporate the obligations of the County and Town under this Agreement. In the case of any conflict between the provisions of the Stormwater Management Plan and this Agreement, the provisions of this Agreement shall control.

5.03 *Stormwater Utility User Fees:* The Stormwater Utility shall bill and collect parcel based Stormwater Utility User Fees from property owners, tenants, or other appropriate parties, pursuant to its authority and subject to any intergovernmental agreements, including this Agreement, and may also apply for, acquire and use any other funding from any public or private source in support of the Stormwater Management Plan as allowed by law.

5.04 *County Responsibilities:* The County, through the Stormwater Utility, shall have the following responsibilities:

(a) *Collection and Distribution of Fees:* Stormwater Utility User Fees within the Town limits shall be charged and collected by the County in accordance with the provisions of Article 4.0 of this Agreement; the Stormwater Utility User Fees shall be collected in accordance with S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation, and shall not include provisions for relief from the payment of the Stormwater Utility User Fees; the County shall distribute the Town's Stormwater Utility User Fees less the County administrative costs as defined in Article 4.01, in the same manner as ad valorem taxes are distributed for each year this Agreement is in effect;

(b) *Provision of Services:* Provision of the services required under this Agreement.

(c) *Budgeting and Expenditure:* Setting the budget for the Stormwater Utility, and spending the revenues in accordance with any applicable ordinances or agreements, including this Agreement;

(d) *Administrative Activities:* Managing all administrative activities of the Stormwater Utility, including but not limited to, fee assessment, collection and distribution, maintenance of accounting records, maintenance of stormwater data, implementation of the master plan, acquisition of easements, coordination with other agencies, reporting to the Stormwater Utility Board;

(e) *Accounting:* Maintaining an accounting of revenues and expenditures on a jurisdictional or geographic basis, as may be set or described under any applicable ordinance or agreement, including this Agreement, the County shall provide the Town with an itemized annual accounting of all Stormwater Utility User Fees within the Town limits in the form of a budget report, including but not limited to: how parcel fees were determined, calculated, and assessed; total fees collected; total Administrative costs retained by the County; total fees in arrears, on which parcels and the status of the collection attempt(s) on such parcels; fee credits applied for; fee credits paid; and fees that required adjustment since the last billing. This budget report shall be parcel based and provided to the Town annually prior to February 1st throughout the term of this agreement as an electronic document compatible with the most current version of Microsoft Office. The County shall also maintain an annual accounting of all administrative costs associated with operating the Utility. Either the Town or County, at the sole expense of the requesting jurisdiction, may request a professional audit of any of the budget reports;

(f) *Operation and Maintenance:* At the direction and approval of the Town, provide for the operation and maintenance of Stormwater Infrastructure within the Town; and,

5.05 *Delivery of Services:* The County shall coordinate the delivery of services hereunder through the Town Manager or his designee, via a Job Order Process as agreed to by the Town and County. All delivery of County services upon parcels within the Town limits shall be

approved in writing by the Town before any work is performed or any funds may be returned to the County, and all delivery of stormwater infrastructure services within County Rights of Ways shall be coordinated with the Town.

5.06 Coordination with Other Jurisdictions: From time to time a need for coordination between all incorporated jurisdictions within the County and the County may occur, and it shall be the responsibility of the County to facilitate such coordination. The County will work with designated representatives from all jurisdictions within the County to ensure effective communication regarding issues impacting the Stormwater Infrastructure and the Stormwater Management Plan.

5.07 Qualifications and Extents of Service: Stormwater infrastructure in public road Rights of Ways, whether State, County or Municipal, shall be maintained by the road owner, as these areas are exempt from Stormwater Utility User Fees per Section 99-109 (b) of the County Ordinance. The Town shall retain the right to determine the qualifications for, extent of, and level of service required to maintain the Stormwater Infrastructure within the limits of the Town, with the exception of County and State road Rights of Way, which shall be designed and maintained in accordance with their current standards.

5.08 Fee Credits: The Town shall have the authority to review and comment on all County stormwater fee credit applications requested upon parcels within the Town limits prior to such adjustments being made.

5.09 Easements: The Town and County will allow mutual blanket encroachments upon each other's existing easements, but only to enable the Town and/or County to perform stormwater utility related work within the limits of the Town.

ARTICLE 6: STORMWATER ORDINANCES AND DEVELOPMENT STANDARDS

6.00 *Applicable Standards:* The current hydrologic and hydraulic engineering and design standards of the County and Town shall prevail in the design, construction, operation and maintenance of any portion of the Stormwater Infrastructure within the County and Town, respectively, unless superseded by the hydrologic and hydraulic engineering and design standards of the State, as may be required for specific work performed in State rights of way. In all cases, the County or Town standards shall prevail within the applicable jurisdiction unless determined to be less stringent than State standards.

6.01 *State or Federal Laws or Regulations:* The Town and the County shall at all times comply with any applicable State or Federal Laws or regulations relating to Stormwater Management, Stormwater Infrastructure, erosion control or pollution.

6.02 *Regulatory Obligations of the County and Town:*

The County and Town shall adopt and enforce ordinances and development standards as necessary to comply with State and Federal standards regarding stormwater management, erosion and sedimentation, pollution control, and flooding. Minimum water quality controls in jurisdictions shall be protective enough to reach and maintain state designated water uses.

6.03 *Plan Review and Site Inspection:* The Town and County shall be responsible for the review and approval of all development plans within their respective jurisdictions, to ensure that all applicable regulations pertaining to construction site erosion, sedimentation, and pollution control as well to post-construction stormwater quantity and quality control are met.

The County and Town shall be responsible for providing inspections during construction of all County and Town owned stormwater systems, respectively. The County and Town will continue its practice of inspection and review of privately owned stormwater systems during construction and upon completion to ensure that construction conforms with the approved development stormwater plan.

ARTICLE 7 – NPDES MS4 PHASE II PERMIT COMPLIANCE

7.00 *NPDES Compliance:* In 2015, Beaufort County, the Town of Bluffton, and the Town of Bluffton were designated by the State of South Carolina for compliance with the NPDES Program. the County and Town shall be responsible for the development of the NPDES MS4 Phase II permit application, the development of Best Management Practices required by the permit, and the implementation of the program of Best Management Practices set forth in the permit. Should the Town of Port Royal or the City of Beaufort be designated by the State of South Carolina for compliance with the NPDES program, the provisions of this section shall also apply to the Town.

7.01 *Roles and Responsibilities:* The Town and County shall hold separate NPDES MS4 Phase II permits and shall each be responsible for maintaining compliance with their respective permit requirements. The Town may request to “co-permit” or share MS4 Phase II permitting with the County or another Town or City, as allowed by Article 9 of this Agreement, as allowed by State law, and as encouraged in the State of South Carolina General Permit for MS4 Phase II communities.

7.02 *Coordination of Activities:* It is expected that some aspects of NPDES MS4 Phase II

requirements will lend themselves to coordination and cooperation between the Town and the County. In such instances, coordination between the Town and the County shall be on the basis of a specific Minimum Control Measure (MCM) and shall be established by a separate written agreement that specifies the objectives, product deliverables, schedules, funding distribution, and the roles and responsibilities of each party in addressing these measures.

7.03 *Annual Reporting:* The Town and County will each be responsible for preparing an annual report documenting the activities undertaken in support of NPDES MS4 Phase II permit requirements during the previous year and submitting the report to the South Carolina Department of Health and Environmental Control.

7.04 *Permit Related Costs:* All costs related to the NPDES MS4 Phase II permit shall be borne by the permit holder. In instances where the Town and County coordinate to meet permit requirements, costs may be shared on a basis that is detailed in a separate written agreement.

ARTICLE 8 – DATA ACQUISITION AND MANAGEMENT

8.00 *Roles and Responsibilities:* The Town and County shall each be responsible for acquiring and maintaining data sets that are relevant to Stormwater Management in their respective jurisdictions.

8.01 *Cost Sharing:* Cost sharing agreements for data acquisition may be made between the Town and County on a project-specific basis. The terms and details of any cost sharing agreement shall be detailed in a separate written agreement between the Town and County.

8.02 *Data Sharing:* The Town and County shall share acquired data at the request of the other. In such instances the Town and County will agree to abide by each entity's current data

distribution policy.

8.03 *Data Types:* Types of data that the Town and County will acquire, maintain, and may share include but are not limited to, GIS data, aerial photography, LIDAR data, water quality monitoring data, stream gage data, financial and accounting data.

ARTICLE 9 – OTHER AGREEMENTS

9.00 *Scope and cost sharing:* From time to time various projects may be shared in scope and/or cost between the County and the Town, or the County and multiple Municipalities within the County via Memos of Agreement, Memos of Understanding, Contracts, and/or Joint Resolutions.

9.01 *Agreement Recommendations:* The Beaufort County Stormwater Implementation Committee (SWIC) shall be the vehicle whereby agreements of project scope and cost sharing between the County and multiple Municipalities within the County are reviewed and recommended to the Municipalities and County. It is understood that the Beaufort County Stormwater Implementation Committee shall have no authority to financially commit the Town or County to any project of any type and only will provide technical recommendations for such projects. For agreements solely between the Town and the County, the Beaufort County Stormwater Implementation Committee (SWIC) review is not required.

9.02 *Agreement approvals:* Other agreements between the County and the Town must be approved by the Town Council and the County Council or their designees.

9.03 *Funds Distribution:* These Agreements will define how funds are distributed, either by invoice or as part of the Per Account Administrative fee collected by the County.

ARTICLE 10 - MISCELLANEOUS

10.00 *Provisions Applicable to This Agreement:* The following general provisions are applicable to this Agreement:

10.01 *Binding Effect:* This Agreement shall inure to the benefit of and shall be binding upon the Town and County and their respective successors and assigns, if any are permitted hereunder.

10.02 *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified or altered without the written consent of the Town and the County.

10.03 *Severability:* In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.04 *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.05 *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

10.06 *Captions:* The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10.07 *Plural/Singular:* Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

10.08 *No Third Party Beneficiaries:* The Town and the County hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

10.09 *Notices:* All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, via electronic mail, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the parties.

To the Town: THE TOWN OF BLUFFTON
Marc Orlando, Manager
20 Bridge St., PO Box 386
Bluffton, SC 29910

To the County: BEAUFORT COUNTY, SOUTH CAROLINA
Gary Kubic, Manager
Post Office Box 1128
Beaufort, SC, 29902

10.10 *No Waiver:* No failure of either party hereto to exercise any power or right given to such party hereunder, or to insist on strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to thereafter demand strict compliance with the terms of this Agreement.

10.11 *Further Assurances and Corrective Documents:* The Town and the County agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the provisions hereof. The Town and the County agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the provisions hereof.

In Witness Whereof, The Town of Bluffton, South Carolina, and Beaufort County, South Carolina, by and through their duly authorized officers, have set their hands and seals on this 1st day of July, 2016.

WITNESSES:

THE TOWN OF BLUFFTON,
SOUTH CAROLINA

Kim Chapman

By: Lisa Sulka
Lisa Sulka, Mayor

Kim Chapman

Attest: Marc Orlando
Marc Orlando Town Manager

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

Patricia Zuhls

By: Paul Somerville
Paul Somerville, Chairman

[Signature]

Attest: Gary Kubic
Gary Kubic, County Administrator

Attachment 2
Proposed Motion

Consideration of a Resolution to Appoint the Town of Bluffton Ex Officio Representative to the Beaufort County Stormwater Utility Board

Proposed Motion

*“I move to **approve** [**approve with changes, deny**] appointment of Andrea Moreno as the ex officio representative for the Town of Bluffton to the Beaufort County Stormwater Management Utility Board.”*