Regular Town Council Meeting

Tuesday, October 14, 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 09/09/2025

V. PRESENTATIONS, CELEBRATIONS, AND RECOGNITIONS

1. Beaufort County School District Character Student of the Month – Mayor Larry Toomer
2. National Medicine Abuse Awareness Month – Mayor Larry Toomer
3. Breast Cancer Awareness Month Proclamation – Mayor Larry Toomer

VI. PUBLIC COMMENT

VII. COMMUNICATIONS FROM MAYOR AND COUNCIL

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
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

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
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
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
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
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
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
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
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
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

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 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

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

XIV. ADJOURNMENT

NEXT MEETING DATE: Thursday, November 13, 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

September 09, 2025

I. CALL TO ORDER

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

Mayor Toomer - Absent

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro-Tempore Wood.

III. INVOCATION

The Invocation was led by Mayor Pro-Tempore Wood.

IV. ADOPTION OF THE MINUTES

1. Regular Meeting Minutes of 08/12/2025

   A motion made by Councilmember Hamilton, Seconded by Councilmember Burden to approve the Regular Meeting Minutes of 08/12/2025.

   All were in favor and the motion passed.

2. Workshop Meeting Minutes 08/26/2025

   A motion made by Councilmember Burden, Seconded by Councilmember Hamilton to approve the Workshop Meeting Minutes 08/26/2025.

   All were in favor and the motion passed.

V. PRESENTATIONS, CELEBRATIONS, AND RECOGNITIONS

VI. PUBLIC COMMENT

Frank Piserchia 10 Crossings Blvd - Mr. Piserchia addressed council regarding potential development in the Pinecrest community.

Louis Brown II 37 Poseys Court - Mr. Brown brought forth several concerns to council regarding lack of communication, fees with BJWSA and the lack of sidewalks and grass being maintained along Buck Island Rd.

Jennifer Albero 18 S Drayton Street - Ms. Albero addressed council regarding amplified noise associated with events being held by the Montage Hotel in Palmetto Bluff.

VII. COMMUNICATIONS FROM MAYOR AND COUNCIL

Councilmembers Hamilton and Burden requested the Town Manager reach out to Mr. Louis Brown to address concerns expressed during public comment.

Mayor Pro Tempore Wood shared information about the ribbon cutting at Bluffton Self Help. He expressed his support for all nonprofit organizations and encouraged community members to support those that resonate with them personally.

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Councilmember Frazier had no information to report.

VIII. WORKSHOP AGENDA ITEMS

1. Consideration and Direction on Proposed Amendments to the Municipal Code of Ordinances, Chapter 12 Environmental, Article 3 Noise Control - Heather Colin, Assistant Town Manager

   Town Council and staff members discussed options for the proposed amendments to the noise ordinance.

   The proposed amendments include:

   - Resolve conflicting language for special events and applicability of the noise ordinance;
   - Decrease in decibels during specific times; and
   - Restriction of 6 hours of continuous play of outdoor entertainment or music.

IX. PUBLIC HEARING & FINAL READING

X. FORMAL AGENDA ITEMS

1. Ordinance Amending Section 21 – Emergency Management to Define a Local Civil Emergency, its Declaration and Termination, Authority and Powers, and Additional Amendments to the Town's Emergency Management Policies and Procedures – Second & Final Reading – Stephen Steese, Town Manager

   A motion made by Councilmember Frazier; Seconded by Councilmember Hamilton to approve the second and final reading of an Ordinance Amending Chapter 2 and Chapter 21 of the Town Code as related to the Declaration of a Local Civil Emergency and Other Matter Related thereto.

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

2. Resolution to Approve Multi Party Agreement Between Buckwalter Association Inc., Beaufort County, and Town of Bluffton to Construct the Connection Road Between Buckwalter Place and Washington Square – Heather Colin, Assistant Town Manager

   A motion made by Councilmember Frazier; Seconded by Councilmember Hamilton to authorize the Town Manager to execute all necessary documents, including the acceptance of the right-of-way deed, submitting all required plats and to make any amendments that do not change the project scope or overall cost as outlined in the attachments and exhibits.

   Town Council unanimously approved.

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

   A motion made by Councilmember Burden; Seconded by Councilmember Hamilton to authorize the first 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 the first reading of this ordinance.

4. 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 – First Reading – Kevin Icard, Director of Growth Management

   A motion made by Councilmember Hamilton; Seconded by Councilmember Frazier to approve the first reading 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 first reading of this ordinance.

5. 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. First Reading - Natalie Majorkiewicz, Director of Finance

   A motion made by Councilmember Burden; Seconded by Councilmember Hamilton to approve an ordinance amendment for 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.

   Town Council unanimously approved the first reading of this ordinance.

6. Consideration of Accommodations Tax Advisory Committee Funding Recommendations for Quarter Ending June 30, 2025. Natalie Majorkiewicz, Director of Finance

   A motion made by Councilmember Frazier; Seconded by Councilmember Hamilton to approve a $20,000 grant to the Michael C. Riley School Alumni Association in support of Phase III of MC Riley Commemorative Garden and Wall refurbishing project.

   Town Council unanimously approved the grant.

   A motion made by Councilmember Burden; Seconded by Councilmember Hamilton to approve a $10,000 grant to the Coastal Conservation Association in support of the 2025 Celebrating Conservation Weekend in Bluffton project as presented in the Staff Report breakdown for advertising and promotion expenses.

   Town Council unanimously approved the grant.

   A motion made by Councilmember Hamilton; Seconded by Councilmember Burden to approve a $40,000 grant to the Society of Bluffton Artists in support of the Getting the Work Out project for fiscal year 2026.

   Town Council unanimously approved the grant.

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A motion made by Councilmember Burden; Seconded by Councilmember Hamilton to approve an $80,000 grant to the Historic Bluffton Arts and Seafood Festival Inc. in support of the 2025 Historic Bluffton Arts and Seafood Festival.

Councilmember Frazier recused herself from this item. Councilmembers Burden, Hamilton and Wood approved the grant.

A motion made by Councilmember Frazier; Seconded by Councilmember Burden to approve a $109,000 grant Campbell Chapel Community Development Ministry is support of Phase 3 of the restoration and rehabilitation of the Historic Campbell Chapel project.

Councilmember Hamilton recused himself from this item. Councilmembers Burden, Frazier and Wood approved the grant.

A motion made by Councilmember Burden; Seconded by Councilmember Frazier to approve a $10,000 grant to the Campbell Chapel AME Church in support of the 162nd South Carolina Conference of the AME Church.

Councilmember Hamilton recused himself from this item. Councilmembers Burden, Frazier and Wood approved the grant.

A motion made by Councilmember Hamilton; Seconded by Councilmember Frazier to approve a $6,5000 grant to the Historic Bluffton Foundation in support of the 2025 Fall Tour of Homes.

Town Council unanimously approved the grant.

7. Approval to Authorize the Purchase of a Streetsweeper from AMICK Equipment as Approved in the FY25-26 Budget (Fiscal Impact: $228,027.50) - Larry Beckler, Director of Public Services

   A motion made by Councilmember Burden; Seconded by Councilmember Hamilton to approve authorizing the Town Manager to execute the purchase of a streetsweeper from AMICK Equipment for a fiscal impact of $228,027.50 in accordance with contract # 26-10-0422.

   Town Council unanimously approved the authorization of the contract.

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

   A motion made by Councilmember Burden; Seconded by Councilmember Hamilton to approve first 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 Economic Development grant.

XI. CONSENT AGENDA ITEMS

A motion made by Councilmember Hamilton; Seconded by Councilmember Burden to approve the Consent Agenda as submitted. All were in favor and the motion passed.

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 Adopt an Amendment to the Bylaws for the Don Ryan Center for Innovation Board of Directors - Paul Arvantides, CEO Don Ryan Center for Innovation
4. Consideration of a Resolution Authorizing Acceptance of Easement Donations from Property Owners Necessary to Complete the Bridge Street Streetscape Project - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
5. Consideration of a Resolution Authorizing Acceptance of Easement Donations from Property Owners Necessary to Complete a Portion of the Public Safety Cameras Project. Kimberly Washok-Jones, Director of Projects and Watershed Resilience and Joe Babkiewicz, Chief of Police
6. Presentation of the Hilton Head Island Bluffton Chamber of Commerce FY25 Quarterly Report. Ariana Pernice, Hilton Head Island Bluffton Chamber of Commerce
7. Request for Approval to Renew Software Services with Tyler Technologies with a Fiscal Impact up to $245,000. Felicia Roth, Director of Compliance and Contracts

XII. EXECUTIVE SESSION

XIII. ACTION FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

A motion made by Councilmember Hamilton; Seconded by Councilmember Frazier to adjourn at 6:36 PM.

Town Council unanimously approved.

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

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

DRAFT

TOWN OF BLUFFTON
NATIONAL MEDICINE ABUSE AWARENESS MONTH PROCLAMATION

Whereas, several national substance use prevention observances are held in October, one of which is National Medicine Abuse Awareness, an annual campaign to raise the public's awareness of the dangers of medicine misuse.

Whereas, the misuse and abuse of medicines can be extremely dangerous and can result in death or other serious side effects; and

Whereas, people are dying due to illicitly manufactured drugs mixed with fentanyl, a synthetic opioid, pressed into pills made to like pharmaceutical drugs; and

Whereas, over 80,391 overdose deaths occurred in 2024; and

Whereas, adolescents may obtain drugs through social media, and these drugs are often contaminated with fentanyl; and

Whereas, the disbursement of funds from the Town of Bluffton's allotment of the Opioid Settlement Funds to LowCountry Alliance for Healthy Youth, was dedicated to social media campaigns targeting youth about the dangers of medicine misuse and the dangers of counterfeit pills laced with fentanyl; and

Whereas, the Town of Bluffton, SC now joins with and supports the efforts of the LowCountry Alliance for Healthy Youth and Teens for Healthy Youth to raise public awareness of the dangers of medicine misuse and the dangers of counterfeit pills laced with fentanyl.

NOW, THEREFORE I, Mayor Larry Toomer, along with Bluffton Town Council do hereby proclaim the month of October to be **National Medicine Abuse Awareness Month** in the Town of Bluffton and urge all residents to safely dispose of unused or expired medications throughout the year at the Bluffton PD Rx Drop-Off box and at local year-round Rx drop-off sites.

IN WITNESS WHEREOF, I have hereto set my hand and caused the Seal of the Town of Bluffton to be affixed this proclamation on the 14 day of October 2025.

Larry C. Toomer, Mayor

TOWN OF BLUFFTON
BREAST CANCER AWARENESS MONTH PROCLAMATION

Whereas, Breast Cancer Awareness Month is a worldwide annual campaign in October, involving thousands of organizations, to highlight the importance of breast cancer awareness, education and research; and

Whereas, according to the American Cancer Society, breast cancer is the second most common cancer among women; and

Whereas, increasing the public's knowledge about the importance of early detection of breast cancer diagnosis and treatment can save lives; and

Whereas, Breast Cancer Awareness month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education and regular screening; and

Whereas, this October, as we display pink ribbons, or wear pink clothing to raise awareness, we recognize breast cancer survivors, those currently battling the disease, friends and families of a diagnosed patient, and applaud the efforts of our medical professionals and researchers working to find a cure.

NOW, THEREFORE I, Mayor Larry Toomer, along with Bluffton Town Council do hereby proclaim the month of October to be **Breast Cancer Awareness Month** in the Town of Bluffton and urge all residents to learn about and help eliminate this devastating disease.

IN WITNESS WHEREOF, I have hereto set my hand and caused the Seal of the Town of Bluffton to be affixed this proclamation on the 14 day of October 2025.

Larry C. Toomer, Mayor

TOWN COUNCIL

STAFF REPORT

MEETING DATE:	October 14, 2025
PROJECT:	Proposed Amendments to the Town of Bluffton Code of Ordinances to Include Regulations Addressing Abandoned and Derelict Boats in the Town's Waterways
PROJECT MANAGER:	Heather Colin, AICP, Assistant Town Manager

REQUEST: Request Town Council's approval of second and final reading of an Ordinance amending the Town's Code of Ordinances addressing abandoned, derelict, and sunken boats (vessels) in the Town's waterways.

No changes from First Reading.

BACKGROUND: On October 8, 2024 Town Council workshopped a draft proposed Ordinance. The consensus at the time was to bring back an Ordinance for first reading in conjunction with Beaufort County's consideration. Town Council approved First Reading on September 9, 2025. Town Council did ask staff to research any budgetary impacgts to the Ordinance. As a follow up, staff met with Beaufort County staff, Town legal staff and SCDNR (South Carolina Department of Natural Resources). The process to enforce the Ordinance was outlined and it was stated that SCDNR would be responsible for the removal and budgetary impacts.

The Governor signed a revised State law concerning this topic on May 8, 2025. The law requires any local jurisdiction who so chooses to adopt a similar regulation to adopt the same exact Ordinance as the state with no other changes or revisions.

SUMMARY: The law was passed to improve the State's ability to identify and remove abandoned, derelict and sunken boats. South Carolina Department of Natural Resources (SCDNR) is working in cooperation with local jurisdictions to assist with the identification, education and enforcement of the law. The law and associated enforcement procedures are aimed at a state wide and regional concerted effort to address the issue.

The law creates a specific process for SCDNR and local authorities (if the Ordinance is adopted by the local authority) to remove boats left in the waterways and establishes a penalty for those convicted including fines and possible imprisonment.

CONSIDERATIONS:

- Approve Second and Final Reading of the Proposed Ordinance
- Deny Second and Final Reading of the Proposed Ordinance
- Table Second and Final Reading of the Proposed Ordinance

ATTACHMENTS:

1. Proposed Ordinance
2. Proposed Motion

ORDINANCE No. 2025-_____

AN ORDINANCE AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES FOR THE TOWN OF BLUFFTON TO INCLUDE ARTICLE III TO ESTABLISH PROCEDURES, REQUIREMENTS, AND PENALTIES FOR DERELICT, ABANDONED, AND SUNKEN VESSELS AND OTHER MATTERS RELATED THERETO

WHEREAS, the Town of Bluffton ("*Town*") desires to continue to take all necessary and proper actions to protect the general safety, welfare, health and properties of the citizens of the Town while on the waterways within the Town's jurisdiction; and,

WHEREAS, effective May 8, 2025, the South Carolina Code of Laws Article 2 to Chapter 21, Title 50 ("***Title 50***") was amended to establish procedures, requirements and penalties related to derelict, abandoned, and sunken vessels in the waterways of the State of South Carolina; and,

WHEREAS, the waterways in and around the Town have become occupied by abandoned, derelict and sunken vessels which not only diminish the esthetic prestige of the waterways but, create serious safety hazards to boaters in the area; and

WHEREAS, the Town desires to resolve the problems described herein by amending the Code of Ordinances for the Town of Bluffton ("***Town Code***") to coincide with Title 50 to establish the procedures, requirements and penalties related to derelict, abandoned, and sunken vessels located in the waterways within the Town's jurisdiction; and authorize the Town Manager to remove the aforementioned vessels from the waterways in compliance with the Title 50; and,

WHEREAS, for the reasons stated above, the Town Council desires to amend Chapter 13 of the Town Code to establish the procedures, requirements and penalties related to derelict, abandoned, and sunken vessels within the Town's jurisdiction and other matters related thereto, 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 Chapter 13 of the Town Code is amended to establish Article III 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 September, 9, 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

Chapter 13 – Public Property
Article III – Abandoned and Derelict Vessels

Sec. 13-60. Definitions.
For the purposes of this Article the following terms, phrases, words, and their derivations shall have the meaning given herein~~:~~. If a term, phrase, or word is not provided a meaning in this Section, then the meaning shall first be defined by S.C Code Section 50-21-10, then by its ordinary meaning.

(1) *Abandoned Vessel* means a vessel that:
(a) is wrecked or junked;
(b) does not have a visible identifier; and
(c) remains on the waters of the State, or on public property adjacent thereto, for at least ten consecutive days from the day an abandoned vessel notice is posted on the vessel.
(2) *Boat* means a Vessel.
(3) *Department* means the South Carolina Department of Natural Resources.
(4) *Derelict Vessel* means a vessel that:
(a) is wrecked or junked;
(b) has a visible identifier; and
(c) remains on the waters of the State, or on public property adjacent thereto, for at least twenty-one consecutive days from the day a derelict vessel notice is posted on the vessel.
(5) *Junked* means substantially stripped of vessel components, or spaces on the vessel that are designed to be enclosed are open to the elements.
(6) *Owner* means a person, other than a lienholder, who claims lawful possession of a vessel or outboard motor by virtue of legal title or equitable interest in it which entitled him to possession.
(7) *Person* means an individual, a partnership, a firm, a corporation, an association, or other legal entity.
(8) *Registered Owner* means a person listed as the owner on a state's vessel registration records or on a United States Coast Guard certificate of documentation.
(9) *Responsible Party* means a person who has the rights to the possession and use of a vessel.
(10) *Vessel* means every description of watercraft, other than a seaplane regulated by the federal government, used or capable of being used as a means of transportation on water.
(11) *Visible Identifier* means:
(a) a hull identification number;
(b) a vessel registration number of this State or another state; or
(c) a vessel name and home port.
(12) *Waterway* means any waters, waterway, harbors, lake, river, tributary, canal, lagoon or connecting waters within the boundaries of the Town.
(13) *Wrecked* means listing due to water intake or hull damage, or aground and cannot be extracted without mechanical assistance.

Sec. 13-61. – Authority and Scope.
(1) The provisions of this Article and other applicable laws of this State, including but not limited to, Title 50 of the South Carolina Code of Laws, shall govern all activity and matters related to Abandoned and Derelict Vessels of the waters of the Town and the State that are located within the jurisdictional limits of the Town.
(2) *Authority and Enforcement.* Any person employed or elected by the Town or the State, whose duty it is to preserve the peace, or to make arrests or to enforce the law including, but not limited to, members of the Sheriff's department, state police, enforcement officers, or other qualified persons, upon

recommendation of the appropriate agency, may be empowered to enforce the provisions of this Article. The Department shall be the agency primarily responsible for enforcement of all laws pertaining to boating. Any such person is empowered to issue a citation for appearance in court or before a magistrate or make arrest for violations of this Article, of the regulations prescribed under it, or as provided for in Title 50 of the South Carolina Code.

(3) *Jurisdiction.* The corporate limits of the Town bordering on the high-water mark of a navigable body of water, other than the Atlantic Ocean, are extended to include all that area lying between the high-water mark and the low-water mark. These areas are subject to all of the ordinances and regulations that may be applicable to the areas lying within the corporate limits of the Town. Pursuant to the authority established in this Article, the corporate limits and jurisdiction of the Town bordering on the high-water mark of a navigable body of water are extended outward by one mile for the purpose of enforcing this Article.

The Town shall have the right to regulate the use of all waterways within the Town limits and the conduct of all persons using same, consistent with and not in conflict with federal or state laws and regulations. All ordinances of the Town regulating the conduct of persons on land shall apply to persons using waterways and boat landings, insofar as same are applicable and are not in conflict with this Article or applicable South Carolina State Code of Laws.

(4) *Authority to Remove.* Once the requirements established in this Article and by Title 50 of the South Carolina Code to declare a vessel derelict or abandoned have been completed then the Town Manager, or their designee, may have the Derelict Vessel or Abandoned Vessel removed from the Town's waterways.

Sec. 13-62. Derelict and Abandoned Vessels Identifying and Notice.

(1) The Department, or a local law enforcement agency with jurisdiction, upon locating a vessel that is wrecked or junked, must determine whether the vessel has a visible identifier.
    (a) If the vessel has a visible identifier, then the Department or local law enforcement agency must:
        i. post a Derelict Vessel notice that contains the information provided in subsection (2);
        ii. take reasonable steps within twenty-four (24) hours of the posting of the notice to identify the registered owner, and if identified, must provide written notice to the registered owner's last known address, and notice by telephone or e-mail, if known to the Department or law enforcement. The notice must include, but is not limited to, the information provided on the Derelict Vessel notice and a brief description of the vessel's location; and,
        iii. submit a Derelict Vessel report within twenty-four hours of the posting of the notice using the application or website maintained by the South Carolina Department of Environmental Services under Section 50-21-290 of the South Carolina Code of Laws.
    (b) If the vessel does not have a Visible Identifier, then the Department or local law enforcement agency must:
        i. post an Abandoned Vessel notice that contains the information provided in subsection (3); and
        ii. submit an abandoned vessel report within twenty-four hours of the posting of the notice using the application or website maintained by the South Carolina Department of Environmental Services under S.C. Code Section 50-21-290.

(2) A Derelict Vessel notice posted in accordance with this Section must provide at least:
   (a) a citation to this Article;
   (b) the date the notice is posted;
   (c) a statement that the vessel must be removed within twenty-one (21) days from the date the notice is posted, or it will be declared a Derelict Vessel and be subject to removal and disposal by any person; and
   (d) the date the vessel will be declared a Derelict Vessel.

(3) An Abandoned Vessel notice posted in accordance with this Section must provide at least:
   (a) a citation to this Article;
   (b) the date the notice is posted;
   (c) a statement that the vessel must be removed within ten (10) days from the date the notice is posted, or it will be declared an Abandoned Vessel and be subject to removal and disposal by any person; and
   (d) the date the vessel will be declared an Abandoned Vessel.

(4) A vessel that is listing or taking on water at the time a notice is to be posted on the vessel may be relocated by the Department or a local law enforcement agency without liability to a responsible party.

Sec. 13-63. Removal Plan of Responsible Party.
The Department, or local law enforcement, must remove a Derelict Vessel notice if within fourteen (14) days of the posting of the notice a Responsible Party provides a bona fide plan of removal to the Department or local law enforcement. If the vessel remains wrecked or junked thirty (30) days from the date the notice was posted, then another derelict vessel notice must be posted on the vessel, and no additional bona fide plan of removal may be submitted.

Sec. 13-64. Removal of Derelict or Abandoned Vessel.
(1) An Abandoned Vessel or a Derelict Vessel is subject to removal at any time by any person without liability to a Responsible Party. A person who removes and disposes of an Abandoned Vessel or a Derelict Vessel may commence a civil action against a Responsible Party within three (3) years of the removal and disposal to recover:
   (a) the cost of the removal and disposal; and
   (b) the attorney's fees and court costs incurred in bringing the action.
(2) The civil action provided in this Section is in addition to and supplemental of any rights of salvage that may be available under maritime law.

Sec. 13-65. Sunken Vessel.
(1) A sunken vessel in the waters of the State must be removed by a Responsible Party:
   (a) before the date the vessel will be declared a Derelict Vessel or an Abandoned Vessel, as appropriate, if the vessel received an Abandoned Vessel notice or a Derelict Vessel notice prior to sinking; or
   (b) within twenty-one (21) days of the day the vessel sunk, or within forty-five (45) days if a bona fide plan of removal is provided to the Department or local law enforcement within twenty-one (21) days of the day the vessel sunk, if the vessel did not receive an Abandoned Vessel notice or a Derelict Vessel notice prior to sinking.

(2) A sunken vessel that remains in the waters of the State or Town after the applicable time period for its removal by a Responsible Party expires is subject to removal at any time by any person without liability to a Responsible Party. A person who removes and disposes of a sunken vessel after the expiration of the applicable time period may commence a civil action against a Responsible Party within three (3) years of the removal and disposal to recover:
   (a) the cost of the removal and disposal; and

(b) the attorney's fees and court costs incurred in bringing the action.

(3) The civil action provided in this section is in addition to and supplemental of any rights of salvage that may be available under maritime law.

(4) The provisions of this section do not apply to a vessel that is submerged archaeological historic property, as defined in Section 54-7-620.

Sec. 13-66. Violations and Penalty.

(1) It is unlawful for a person to cause or allow a vessel to become an Abandoned Vessel or a Derelict Vessel. A person who violates this subsection is guilty of a misdemeanor and, upon conviction, must be fined not more than ten thousand dollars, imprisoned for not more than sixty days, or both. In addition, the person is liable for all costs arising from the removal and disposal of the vessel from the waters of the State, or public property adjacent thereto.

(2) It is unlawful for a person to intentionally or recklessly cause a vessel to sink on the waters of the State. A person who violates this subsection is guilty of a misdemeanor and, upon conviction, must be fined not more than ten thousand dollars, imprisoned for not more than sixty days, or both. In addition, the person is liable for all costs arising from the removal and disposal of the vessel from the waters of the State. This subsection does not apply to a person who sinks a vessel pursuant to the Town or Department's artificial reef program.

(3) Fines collected under this section must be used by the Department or Town for the removal and disposal of Abandoned Vessels, Derelict Vessels, and sunken vessels.

(4) The Magistrate Court is vested with jurisdiction for cases arising under this Article.

Proposed Motion

Consideration of an Amendment to the Town of Bluffton Code of Ordinance to Include Regulations Addressing Abandoned and Derelict Boats in the Town's Waterways – Second and Final Reading

"I make a motion to approve 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

STAFF REPORT
Growth Management Department

MEETING DATE:	September 9, 2025
PROJECT:	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 and Final Reading
PROJECT MANAGER:	Kevin Icard, AICP Growth Management Director

REQUEST: Town Staff requests that Town Council approve an Ordinance for 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.

INTRODUCTION: The Beaufort County School District ("BCSD") is currently under contract with Indian Hill Associates, LLC ("Indian Hill") to acquire the Indian Hill Property. Indian Hill is the owner of certain parcels, three (3), consisting of 142.551 acres (102.511, 10.040 & 30 acres respectively). The Town is the owner of that certain parcel consisting of 19.753 acres, more or less, and is owned by the Town of Bluffton. Collectively these properties are known as the Willow Run Tract.

The School District has identified the Willow Run Tract as a potentially suitable development site for needed school facilities, which may include a lower school complex (K-8)/Middle School and/or associated athletic fields, courts, administrative offices, and other structures intended to support school operations.

Easement Agreement - Amendment to the existing Easement Agreements associated with Indian Hill Associates, the Town of Bluffton, Mooney Enterprises, LLC and Johnnie and Raymond Boyles Trustees. Which includes the termination of the 50' easement providing access to the Town owned property within the Willow Run Tract.

December 2010, the Town of Bluffton and Indian Hills Associates, LLC entered into an Easement Agreement for the purpose of Indian Hill granting certain easement on, over across and through the Indian Hill Property for the benefit of the Town for with a non-exclusive 50' access easement.

The Agreement was recorded with the Beaufort County Register of Deeds on December 16, 2010, Book 03019 Pages 1655-1663.

Once the School District closes on the property, and as part of the other processes listed in this report, the 50' access easement can be terminated based on a mutual agreement between both parties. As part of the Land Swap Agreement, this easement would no longer be necessary. Attached to this report is a draft copy of the Extinguishment of Easement and recorded plat showing the easement. (See Attachments 1 & 2)

Land Swap Agreement - Preparation of a Land Swap Agreement with Beaufort County School District for property that consists of 10.996 upland acres within the Willow Run Tract.

The Town owned portion of Willow Run is located at the southern most portion of the Willow Run Tract. As part of the agreement with the School District, the Town will swap the 19.753 acres of land for 10.996 acres of upland acres located along HWY 278. (See Attachment 2) For various reasons, including safety and security, the School District prefers to have any and all facilities located towards the interior of the Willow Run Tract. (See Attachment 3)

Purchase and Sales Agreement –Purchase and Sales Agreement with Beaufort County School District for the Development Rights held by Indian Hills, Associates.

As outlined in the 9th Amendment to the Buckwalter Development Agreement, there are 260 residential dwelling units, 162 acres of General Commercial and two 150-unit hotels. These rights would go into the Town's Development Bank.

It is intended that once the School District purchases the properties from Indian Hill Associates, LLC, and as part of the Town's agreement with the District, the Town will purchase all Development Rights for $2.5 Million Dollars, with all titles, rights, and interests to such development rights on the closing date but after the District's acquisition of the development rights.

The Town has prepared in conjunction with the School District a Purchase and Sale Agreement (PSA). It is a legally binding contract that outlines the terms and conditions under which the School District is agreeing to sell the Development Rights (outlined above) to the Town. The School District has indicated that they have every intent in building school facilities on the property (which don't require development rights). However, if they decide to construct something other than the contemplated School Facilities (as defined in the MOU) that require development rights, sell a portion of the Willow Run Tract to a third party they have a one-time option to purchase from the Town any or all of the 162 acres of commercial development rights for a fixed price per acre. This option shall become available after five (5) years and expire either twenty-five (25) years after the Closing Date or upon the development of any portion of the School Facilities upon the Willow Run Tract whichever occurs first. (See Attachment 3)

NEXT STEPS:

Item for Consideration	Development Review Committee	Planning Commission		Town Council		
		Workshop	Public Hearing & Recommendation to Town Council	Resolution	Ordinance	
					1st Reading	2nd & Final Reading
Easement Agreement	N/A	N/A	N/A	N/A	✓	✓
Land Swap Agreement	N/A	N/A	N/A	N/A	✓	✓
Purchase & Sale Agreement	N/A	N/A	N/A	N/A	✓	✓

ATTACHMENTS:

1. Extinguishment of Easement
2. Indian Hill to Town 19.753 Acre Donation PB131 PG156
3. Land Swap Agreement and Agreement to Purchase Certain Development Rights
4. Proposed Subdivision TOB 08-06-2025
5. Proposed Motion

RESERVED FOR RECORDING PURPOSES:

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION BY:
FINGER, MELNICK, BROOKS & LABRUCE, P.A.
Attn: E. Richardson LaBruce
Post Office Box 24005
Hilton Head Island, South Carolina 29925

BURR FORMAN LLP
Attn: Sarah Robertson, Esq.
4 Clarks Summit Drive, Suite 200
Bluffton, South Carolina 29910

UPON RECORDING, PLEASE RETURN TO:
TOWN OF BLUFFTON
Attn: Town Clerk
20 Bridge Street
Bluffton, South Carolina 29910

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

EXTINGUISHMENT OF EASEMENT
(Record Book 3019 at Page 1655)

THIS EXTINGUISHMENT OF EASEMENT ("*Extinguishment*") is made effective as of _____, 2025 (the "*Termination Date*"), by and between the **TOWN OF BLUFFTON**, a South Carolina municipal corporation (the "*Town*") and **BEAUFORT COUNTY SCHOOL DISTRICT**, a political subdivision of the State of South Carolina (the "*District*"); collectively hereinafter referred to individually as a "*Party*" and collectively as the "*Parties*".

WITNESSETH:

WHEREAS, the Town is the fee simple owner of that certain parcel of real property consisting of approximately 19.753 acres, more or less, located within the Town of Bluffton, South Carolina, assigned Beaufort County Tax Map No. R610-022-000-1094-0000, and described as "Proposed Parcel, A Portion of Parcel 13A" on that certain plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 131 at Page 156 (the "*Plat*"), which parcel is more particularly described on **EXHIBIT "A"** hereto and which is incorporated herein by reference (the "*Town Property*"); and,

WHEREAS, the District acquired from Indian Hill Associates, LLC fee simple title to that certain parcel of real property consisting of approximately 102.511 acres, more or less, located within the Town of Bluffton, South Carolina, assigned Beaufort County Tax Map No. R610-022-000-013A-0000, and described as "Parcel 13A" on the Plat, which parcel is more particularly described on **EXHIBIT "B"** hereto and which is incorporated herein by reference (the "*District Property*"); and,

WHEREAS, on December 14, 2010, Indian Hill Associates, LLC, as the predecessor-in-title to the District Property, and the Town entered into that certain *Easement Agreement*, which easement was recorded in of the Office of the Register of Deeds for Beaufort County, South Carolina on December 16, 2010, in Book 3019 at Page 1655 (the "*Easement Agreement*"); and,

WHEREAS, the Easement Agreement established and granted unto the Town certain perpetual, appurtenant, and non-exclusive access and utility easements over a proposed 50' in width

easement area, as depicted on the Plat and set forth in the Easement Agreement (collectively, the "*Easements*"); and,

WHEREAS, the Parties are the current owners of all the real property benefited and burdened by the Easement Agreement and the Easements established thereby, the Town intends to transfer title to the Town Property to the District contemporaneously herewith pursuant to separate written agreement, and the Easements established by the Easement Agreement are no longer necessary for access to the Town Property, the Parties desire to terminate the Easement Agreement and extinguish all Easements established therein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals**. The above recitals and all exhibits attached hereto are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Extinguishment.

2. **Termination.** The Easement Agreement and any amendments thereto and all Easements established thereunder or by the Plat are hereby terminated as of the Termination Date and of no further force and effect; and all other rights, interests and obligations of the Parties, and any successors in interest, arising in, under or through the Easement Agreement or the Easements are hereby terminated and extinguished.

3. **Miscellaneous.** This Extinguishment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. All provisions of this Agreement shall run with the land and bind and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof. If any provision of this Agreement is held to be illegal, invalid or unenforceable, then this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. This Agreement has been made in the State of South Carolina, and shall be interpreted in accordance with South Carolina law, and any enforcement of this Agreement shall be brought in the State of South Carolina.

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

IN WITNESS WHEREOF, the Town has set its Hand and Seal, with the intent to be legally bound thereby, by its duly authorized signatory as of this ___ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN:
TOWN OF BLUFFTON, a South Carolina municipal corporation

_____
(Signature of First Witness)

_____
(Printed Name of First Witness)

By: _____(L.S.)
Name: STEPHEN STEESE
Title: TOWN MANAGER

_____
*(Signature of Second Witness **or** Notary Public)*

_____
*(Printed Name of Second Witness **or** Notary Public)*

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared STEPHEN STEESE as TOWN MANAGER for TOWN OF BLUFFTON, a South Carolina municipal corporation, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who, on behalf of the Town, acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

_____(SEAL)
(Signature of Notary Public)

Printed Notary Name: _____
Notary Public for the State of South Carolina
My Commission Expires: _____

IN WITNESS WHEREOF, the District has set its Hand and Seal, with the intent to be legally bound thereby, by its duly authorized signatory as of this ___ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DISTRICT:
BEAUFORT COUNTY SCHOOL DISTRICT, a political subdivision of the State of South Carolina

_____
(Signature of First Witness)

_____
(Printed Name of First Witness)

By: _____ (L.S.)
Name: FRANK RODRIGUEZ
Title: SUPERINTENDENT

_____
*(Signature of Second Witness **or** Notary Public)*

_____
*(Printed Name of Second Witness **or** Notary Public)*

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared FRANK RODRIGUEZ as SUPERINTENDENT for BEAUFORT COUNTY SCHOOL DISTRICT, a political subdivision of the State of South Carolina, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who, on behalf of the District, acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

_____(SEAL)
(Signature of Notary Public)

Printed Notary Name: _____
Notary Public for the State of South Carolina
My Commission Expires: _____

EXHIBIT A
(TOWN PARCEL LEGAL DESCRIPTION)

ALL that certain piece, parcel or tract of land located in the Town of Bluffton, Beaufort County, South Carolina, and containing approximately 19.753 acres, and shown and described as "PROPOSED PARCEL, A PORTION OF PARCEL 13A" on a plat of survey entitled "A Proposed Boundary Subdivision of Parcel 13A, District 610, Tax Map #22," dated December 28, 2009, prepared by T-Square Group, Inc., and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 131 at Page 156. For a more complete description, reference may be had to said plat of record.

DERIVATION CLAUSE: This being the same property conveyed to the Town of Bluffton by deed of Indian Hill Associates, LLC, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on December 16, 2010, in Book 3019 at Page 1613.

TAX MAP NO.: R610-022-000-1094-0000.

EXHIBIT B
(DISTRICT PARCEL LEGAL DESCRIPTION)

ALL that certain piece, parcel or tract of land situate, lying and being within Bluffton Township, Beaufort County, South Carolina, consisting of 102.511 acres, more or less, and shown and described as "Parcel 13A", on a plat of survey entitled "A Proposed Boundary Subdivision of Parcel 13A, District 610, Tax Map #22," dated December 28, 2009, prepared by T-Square Group, Inc., and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 131 at Page 156. For a more complete description, reference may be had to said plat of record.

DERIVATION CLAUSE: This being a portion of the same property conveyed to the District by deed of Indian Hill Associates, LLC, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on _____, 2025, in Book ____ at Page _____.

TAX MAP NO.: R610-022-000-013A-0000.

NOTES:

1) RIGHT OF WAY INFORMATION TAKEN FROM SCDOT FILE# 7-523, PROJECT# A-523, ROUTE# 278, COUNTY OF BEAUFORT, PAGES 15-17. R/W ESTABLISHED 60' FROM THE CENTER LINE OF THE EAST BOUND LANE.

2) THIS SURVEY WAS CREATED BY MONUMENTATION FOUND IN THE FIELD AND MAY NOT NESSICARILY MATCH REFERENCE PLATS.

3) THESE PROPERTIES ARE ZONED PLANNED UNIT DEVELOPMENT PER THE TOWN OF BLUFFTON ZONING DEPARTMENT.

ACCESS EASEMENT LINE & CURVE TABLES

LINE TABLE		
LINE	LENGTH	BEARING
L69	50.08	S90°23'08"E
L70	78.64	S20°38'33"W
L71	36.04	S90°38'04"W
L72	163.32	S30°18'14"W
L73	100.18	S32°36'54"W
L74	389.88	S31°39'43"W
L75	116.10	S42°36'47"W
L76	118.57	S54°37'14"E
L77	99.85	S08°23'30"E
L78	396.57	S00°44'42"E
L79	51.80	N84°36'09"W
L80	364.90	N00°44'42"W
L81	101.88	N06°23'30"W
L82	118.63	N04°37'14"W
L83	116.68	N42°36'47"E
L84	389.02	N31°39'43"E
L85	102.95	N32°36'54"E
L86	106.31	N30°18'14"E
L87	37.02	N90°38'04"E
L88	82.59	N20°38'33"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA ANGLE
C2	139.87	228.19	137.78	S41°38'21"W	35°06'40"
C3	151.44	3783.23	151.43	S80°20'53"W	2°17'27"
C4	214.80	615.88	213.76	S60°07'44"W	19°58'13"
C5	133.44	856.93	133.30	S36°39'35"W	8°55'20"
C6	128.31	160.37	125.03	S18°52'20"W	45°50'33"
C7	193.05	250.37	164.56	N18°26'47"E	44°09'57"
C8	128.87	605.83	128.64	N38°26'49"E	8°08'36"
C9	202.82	1999.86	202.73	N34°34'06"E	5°48'46"
C10	154.25	3813.23	154.25	N30°20'31"E	2°18'21"
C11	109.64	178.19	108.11	N41°22'22"E	35°15'04"

LOCATION MAP NOT TO SCALE

S.C. GRID COORDINATES
Northing = 165567.31
Easting = 2032312.05

N/F PARCEL C1, LLC
PID: R610 022 000 0578 0000

PARCEL 35

US HWY 278 R/W VARIES

IPS 1/2" REBAR

3"X3" CMF 264.29' S87°56'21"E 3"X3" CMF

565.00' S88°01'53"E

IPF 1" PIPE WITH CAP

899.87' S88°00'49"E

3"X3" IRRPC CMF BROKEN

S60°12'08"E (647.37' TOTAL)

IPS 1/2" REBAR

WETLAND

PROPOSED 50' ACCESS EASEMENT 111,113 sq. ft. 2.551 acres

EXISTING DIRT ROAD

PARCEL 49

N/F RAYMOND A. BOYLES & JOHNNIE MAE BOYLES
PID: R610 022 000 0015 0000

20' UTILITY EASEMENT FOR 14" FORCE MAIN (PER P.B. 76 @ Pg. 148) 0.99 acres

S00°16'06"W 1713.50'

N/F UNIVERSITY INVESTMENTS, LLC
PID: R600 030 000 0138 0000

PARCEL 13A TOTAL AREA (INCLUDES POWER EASEMENT) 5,325,810 sq. ft. 122.264 acres

REMAING AREA AFTER DIVISION 4,465,358 sq. ft. 102.511 acres

(2048.97' TOTAL)

150' POWER LINE EASEMENT

N/F JOHN WAYNE BOYLES
PID: R610 022 000 0192 0000

POINT OF BEGINNING

IPS 1/2" REBAR

400.00' S84°36'09"E

703.44' S84°36'09"E

387.87' S84°36'09"E

IPF 3/4" PIPE WITH CAP

PROPOSED PARCEL A PORTION OF PARCEL 13A TOTAL AREA 860,452 sq. ft. 19.753 acres

UPLAND AREA 457,380 sq. ft. 10.500 acres

WETLAND AREA 403,072 sq. ft. 9.253 acres

N28°10'13"E 915.79'

335.45'

WETLAND LINE IS PROPOSED PROPERTY LINE. 1/2" REBAR SET AT ALL TURNING POINTS.

550.26'

3"X3" CMF BROKEN

851.25'

1401.50' S76°10'02"W

IPS 1/2" REBAR

3"X3" CMF BROKEN

4"X4" CMF

141.36'

380.11'

S76°14'18"W

521.47'

20.11' S76°25'02"W

469.91' S76°14'44"W

3"X3" CMF

N/F KINGS SUMMER ISLE APARTMENTS
PID: R600 030 000 0042 0000

N/F UNIVERSITY INVESTMENTS, LLC
PID: R610 030 000 0138 0000

WETLAND LINE TABLE

LINE TABLE		
LINE	LENGTH	BEARING
L1	67.01	N20°16'05"E
L2	44.34	N28°54'53"E
L3	24.77	N42°41'26"E
L4	32.03	N42°31'20"E
L5	8.28	S46°47'40"E
L6	24.70	N66°40'18"E
L7	28.30	N22°45'02"E
L8	36.44	N44°58'14"E
L9	27.19	N67°01'34"E
L10	30.96	N47°04'09"E
L11	35.12	N51°11'36"E
L12	33.36	N53°18'11"E
L13	38.22	S67°48'29"E
L14	42.05	S89°30'15"E
L15	32.81	S80°14'01"E
L16	33.83	S69°04'11"E
L17	28.85	N86°36'15"E
L18	40.60	N88°09'39"E
L19	24.96	N24°41'28"W
L20	25.58	N88°32'23"E
L21	38.67	N42°26'47"E
L22	33.79	S89°27'43"E
L23	43.96	N33°46'28"W
L24	51.30	N27°31'04"W
L25	30.14	N52°47'11"W
L26	25.31	S82°47'11"W
L27	32.72	S42°37'18"W
L28	28.02	S78°32'31"W
L29	24.58	N68°29'29"W
L30	33.12	N87°29'07"E
L31	18.89	N12°16'47"E
L32	37.93	N37°50'00"E
L33	13.63	N01°19'05"W
L34	32.11	N82°14'34"W
L35	21.77	N62°23'45"W
L36	44.86	N49°17'54"W
L37	13.82	N41°17'34"W
L38	28.49	N31°30'37"E
L39	20.95	N45°28'31"E
L40	30.72	N73°38'15"E
L41	18.49	N09°25'19"W
L42	24.28	N02°13'26"E
L43	38.59	N11°44'56"W
L44	52.01	N27°30'59"W
L45	41.22	N18°38'31"E
L46	38.53	N01°43'09"W
L47	14.96	N27°04'43"E
L48	6.91	S26°32'46"W
L49	32.48	N86°30'56"W
L50	22.85	S89°27'43"E
L51	30.69	S36°41'30"E
L52	30.98	S41°35'41"W
L53	30.90	S45°06'27"W
L54	34.89	S87°51'09"W
L55	46.29	S09°10'04"W
L56	37.72	S10°05'36"E
L57	31.48	S02°26'28"E
L58	52.81	S22°59'15"E
L59	31.92	S24°17'30"W
L60	29.86	S10°22'40"E
L61	42.85	S80°21'58"E
L62	28.53	S80°07'32"W
L63	23.73	S00°00'00"E
L64	33.82	S76°57'36"W
L65	34.81	S33°38'30"E
L66	37.97	S09°08'04"W
L67	24.45	S41°37'00"E
L68	19.53	S04°51'41"E

LEGEND

- CMS – CONCRETE MONUMENT SET
- CMF – CONCRETE MONUMENT FOUND
- IPS – IRON PIN SET
- IPF – IRON PIN FOUND
- # – INDICATES STREET ADDRESS
- TBM – TEMPORARY BENCH MARK
- BSL – BUILDING SETBACK LINE
- TELEPHONE PEDESTAL/ COMMUNICATOR
- SEWER LATERAL
- SANITARY SEWER MANHOLE
- ELECTRIC BOX
- SPOT ELEVATION SHOTS
- 12' – CONTOUR LINES
- XFMER – TRANSFORMER
- WL – WATER LATERAL
- WM – WATER METER
- ICV – IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- GRATE INLET
- POWER POLE
- O.H.P.L. – OVER HEAD POWER LINE
- GUY LINE
- LIGHT POLE
- STORM DRAIN MANHOLE
- FIBEROPTICS MANHOLE

NOTE: WETLAND DELINEATION TAKEN FROM A PLAT BY THOMAS & HUTTON ENGINEERING CO., PREPARED FOR KAHN DEVELOPMENT COMPANY, DATED 8/6/2007.

NOTE: THIS PROPERTY IS SUBJECT TO A BLANKET SUBDIVISION TELEPHONE AND CATV UTILITY EASEMENT, PER DEED BOOK 849 AT PAGE 728.

BEAUFORT COUNTY SC - ROD
BK 00131 PG 0156
FILE NUM 2010066279
12/16/2010 01:33:45 PM
REC'D BY M DOE RCPT# 636251
RECORDING FEES 10.00

3-10-10

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

T-SQUARE GROUP, INC.
PROFESSIONAL LAND SURVEYORS
P.O. Drawer 338
139 Burnt Church Road
Bluffton, S.C. 29910
tsquare@hargray.com
Phone 843-757-2658 Fax 843-757-5758

JOB No. 07-091B-OUTPARCEL

SOUTH CAROLINA LAND SURVEYOR No. 4922 REGISTERED FORREST F. BAUGHMAN

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION & BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

FORREST F. BAUGHMAN, PLS # 4922

T-SQUARE GROUP, INC. CERTIFICATE OF AUTHORIZATION No. C00229

THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF

TOWN OF BLUFFTON

A PROPOSED BOUNDARY DIVISION OF PARCEL 13A, DISTRICT 610, TAX MAP# 22, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA.

Notes:
1. According To FEMA Flood Insurance Rate Map # 45025 0655D This Lot Appears To Lie In A Federal Flood Plain Zone C, Minimum Required Elevation N/A Ft. NGVD29
2. This Property May Be Subject To Easements, Protective Covenants And Other Facts That May Be Revealed By A Complete Title Search Or Reference Plat(s).
(1) A PLAT BY ME DATED 4/28/1995, PREPARED FOR BRANNEN SCHLOSSER ENTERPRISES, RECORDED IN PB52 @ PG 87.
(2) A PLAT BY THOMAS & HUTTON ENGINEERING CO. OF PHASE 1 OF THE BEZ, LLC TRACT, DATED 5/20/2008 & RECORDED IN PB 76 @ PG 75.
(3) A PLAT BY THOMAS & HUTTON ENGINEERING CO. OF THE NORTHEASTERN TRACT AND A 66' R/W FORMERLY KNOWN AS A PORTION OF BEAUFORT JASPER WATER & SEWER AUTHORITY, DATED 8/5/2004.
4) A WETLAND SURVEY BY THOMAS & HUTTON ENGINEERING CO., PREPARED FOR KAHN DEVELOPMENT COMPANY, DATED 8/6/2007.

DATE: DECEMBER 28, 2009

STATE OF SOUTH CAROLINA	)	**LAND SWAP AGREEMENT and**
	)	**AGREEMENT TO PURCHASE CERTAIN**
COUNTY OF BEAUFORT	)	**DEVELOPMENT RIGHTS**

THIS LAND SWAP AGREEMENT and AGREEMENT TO PURCHASE CERTAIN DEVELOPMENT RIGHTS (the "*Agreement*") is made effective as of the Effective Date as defined below by and between the **TOWN OF BLUFFTON**, a South Carolina municipal corporation (the "*Town*") and **BEAUFORT COUNTY SCHOOL DISTRICT**, a political subdivision of the State of South Carolina (the "*District*"); collectively hereinafter referred to individually as a "*Party*" and collectively as the "*Parties*."

WITNESSETH:

WHEREAS, from 2010 to 2022, the population of the Town of Bluffton grew by approximately 179%, increasing the demand on civic infrastructure and public services, including but not limited to those public services provided by the District and, as such, many of the District's facilities in the greater Bluffton area are either at capacity, near capacity, or unable to reasonably accommodate additional new students; and,

WHEREAS, recent land development in the area has also dramatically increased property values and reduced local inventory for large civic facilities, such as new schools and athletic fields, furthering the urgency with which the District must identify and acquire new potential development sites; and,

WHEREAS, the "*Willow Run Tract*" is an approximately 163-acre tract of land in the Buckwalter Commons planning area of the Town of Bluffton, consisting of four parcels, three of which are owned by Indian Hill Associates, LLC ("*Indian Hill*") and one of which is owned by the Town; and,

WHEREAS, Indian Hill is also the record owner and holder of 162 acres of commercial density development rights and development rights for up to two (2) 150-unit hotels and 260 residential dwelling units (collectively, the "*Development Rights*") pursuant to the Buckwalter Development Agreement (the "*Development Agreement*"), which governs the long-term development of all of the land in the Buckwalter area of the Town, including but not limited to the Willow Run Tract (as defined herein); and,

WHEREAS, the Development Agreement permits the transfer of the Development Rights within the Willow Run Tract and the remaining Buckwalter area, dedicates certain land for public purposes including civic facilities and affordable housing, and imposes certain requirements and obligations on landowners regarding the construction of roadways and other infrastructure; and,

WHEREAS, the District has entered into a purchase and sale agreement with Indian Hill for the acquisition of Indian Hill's portion of the Willow Run Tract and Indian Hill's Development Rights (collectively, the "*Indian Hill Property*"); and,

WHEREAS, the District's purchase of the Indian Hill Property is contingent upon the Town adopting a Fourteenth Amendment to the Buckwalter Development Agreement in form and substance substantially similar to that document attached hereto as **Exhibit "E"**, to be recorded prior to or in

connection with the District's closing on the purchase of the Indian Hill Property (the "*14th Amendment*"); and,

WHEREAS, the Development Agreement does not require any development rights for the construction of the school facilities contemplated by the District within the Willow Run Tract, and the Town has agreed to purchase the Development Rights from the District for Two Million, Five Hundred Thousand and No/100 ($2,500,000.00) Dollars (the "*Development Rights Purchase Price*"), with all titles, rights, and interests to such Development Rights being conveyed by the District to the Town after the District's acquisition of the Development Rights from Indian Hill and on the Closing Date (as defined herein) and subject to the terms and provisions of this Agreement; and,

WHEREAS, the Town is the fee simple owner of that certain parcel of real property consisting of approximately 19.753 acres, more or less, located within the Willow Run Tract of the Town of Bluffton, South Carolina, assigned Beaufort County Tax Map No. R610-022-000-1094-0000, and described as "Proposed Parcel, A Portion of Parcel 13A" on that certain plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 131 at Page 156, which parcel is more particularly described on **EXHIBIT "A"** hereto and which is incorporated herein by reference (the "*Town Property*"); and,

WHEREAS, the Town is cognizant of the public's need for affordable housing and has identified the Town Property as a potentially suitable development site for the much-needed development of affordable housing (the "*Housing Facilities"*); and,

WHEREAS, the District has identified the Willow Run Tract as a potentially suitable site for needed school facilities which may include a school complex and associated athletic facilities, administrative offices, or other structures intended to support school operations (the "*School Facilities*"); and,

WHEREAS, in support of each Party's desired development, the Parties have discussed an exchange of real properties to allow the District to develop the School Facilities further away from U.S. Highway 278 and the Town's Housing Facilities or civic facilities to be located closer to U.S. Highway 278's frontage; and,

WHEREAS, the Parties have determined that the Town Property is in a location more suitable for the District's use as potential School Facilities and, as such, have agreed that upon the District's acquisition of the Indian Hill Property, the Town shall convey to the District for nominal consideration the Town Property and the District shall convey to the Town for nominal consideration a parcel from the Indian Hill Property located within the Town of Bluffton, South Carolina, being a portion of Beaufort County TMS No. R610 022 000 0035 0000 and/or R610 022 000 013A 0000 consisting of at least at least 10 acres of upland property created before the Closing Date by mutual agreement of the Parties (the "*District Property*") based upon a subdivision boundary plat to be prepared by the District that is subject to the review and approval of the Town of Bluffton and subject to the other terms and conditions set forth herein; and,

WHEREAS, upon completion and approval by the District and the Town of the subdivision boundary plat for the District Property, such boundary plat shall be attached hereto prior to the Closing Date as **EXHIBIT "B"** and incorporated herein by reference; and,

WHEREAS, the Parties intend to grant reciprocal easements for construction, utilities, access, and maintenance over access roads for the District Property and the Indian Hill Property from U.S. Highway 278; and

WHEREAS, for purposes of this Agreement the Town Property and District Property may generally be referred to collectively as the "*Properties*" or individually as the "*Property*"; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of memorializing the previously negotiated terms and conditions associated with the exchange of the Town Property and District Property and the Town's purchase of the Development Rights.

NOW, THEREFORE, in consideration of the mutual benefits to the Parties, the premises herein contained and other valuable consideration, the receipt and adequacy of such consideration being acknowledged by the undersigned, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals and all exhibits attached hereto are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.

2. Definitions. As used in this Agreement, these terms shall have these meanings (besides any other terms defined in the above preamble, recitals or elsewhere in this Agreement):

(a) *Closing*. Shall mean the time that each of the deliveries to be made by the District and the Town, as provided herein, are made and each of the Closing conditions of the Parties has been fully satisfied or waived.

(b) *Purchaser*. The term "Purchaser" shall refer to the party acquiring a property. The Town is deemed the Purchaser of the District Property, and the District is deemed the Purchaser of the Town Property.

(c) *Seller*. The term "Seller" shall refer to the party conveying a property. The Town is deemed the Seller of the Town Property, and the District is deemed the Seller of the District Property.

(d) *Settlement Agent*. Burr & Forman LLP, 4 Clarks Summit Drive, Suite 200, Bluffton, SC 29910; Attn: Sarah Robertson.

3. Land Swap; Purchase of Development Rights; Reciprocal Easement. Subject to the terms and conditions set forth herein and in consideration of the other Party's obligations hereunder, the Parties hereby agree as follows, *to wit*:

(a) *Land Swap*. On the Closing Date, the Town agrees to convey to the District its fee simple interest in the Town Property, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of the Town in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property; *and* the District agrees to convey to the Town its fee simple interest in the District Property, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of the Town in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the District Property (collectively, the "*Land Swap*").

(1) Potential Uses. The Parties acknowledge and agree that the Town Property and the District Property have equal value and that the Land Swap benefits each Party because it allows for the completion of the desired School Facilities and the Housing Facilities or civic facilities. The Parties acknowledge that the Town intends to develop and construct civic facilities or affordable housing on the District Property using all or a portion of the residential component of the Development Rights in accordance with the Development Agreement's density standards and allocations for affordable housing, as the same may be amended from time to time. The Town will use all reasonable efforts to explore affordable housing development options on the District Property that may provide priority for occupancy to qualified District employees. Notwithstanding the foregoing or anything contained herein to the contrary, the Parties recognize that they are not bound or committed to using the acquired Properties for the respective reasons and that each Party shall have the right and authority to utilize their respective properties for purposes other than the School Facilities and/or civic facilities or Housing Facilities.

(2) AS IS, WHERE IS. The Parties jointly acknowledge and agree that: (*i*) except as otherwise provided in this Agreement (including, without limitation, the representations and warranties set forth herein) and any document executed or delivered by a Party at Closing, the Parties are purchasing the Properties on an "AS-IS, WHERE IS, WITH ALL FAULTS BASIS" and, except as otherwise provided in this Agreement or any document executed or delivered by a Party at Closing, each Party is relying solely upon their own independent factual, physical and legal examinations, inquiries, inspections, investigations, tests and studies and the materials and information prepared by them or by third parties at their request in electing to purchase the Properties; and (*ii*) the Parties are not making, has not made and expressly disclaims any representation, warranty or other assurance whatsoever, except as expressly set forth in this Agreement or in any other documents to be executed or delivered in connection with this Agreement or at Closing. Notwithstanding anything to the contrary contained herein, the provisions of this Section shall not exculpate or release a Party from any liability for losses arising from fraud, willful concealment or a breach by seller of any covenant, indemnity, representation or warranty set forth in this Agreement or in any of the other certificates, instruments and documents executed by a Party in connection herewith and delivered to a Party at closing.

(b) *Purchase of Development Rights*. On the Closing Date, the District shall sell and the Town shall purchase from the District all of the rights, titles, and interests of the District in and to no less than 162 acres of commercial density development rights and development rights for up to two (2) 150-unit hotels and 260 residential dwelling units formerly belonging to Indian Hill and allocated pursuant to the Development Agreement (collectively, the "*Development Rights*") for the purchase price of TWO MILLION, FIVE HUNDRED AND NO/100 ($2,500,000.00) DOLLARS (the "*Development Rights Purchase Price*"). The Development Rights Purchase Price shall be payable to the District in immediately available funds (by wire transfer or delivery of other immediately available funds) to the Settlement Agent (as defined herein) on or before 5:00 PM EST on the day of Closing (as defined herein).

(1) District Option. If the District decides to either (*i*) construct something other than the contemplated School Facilities within the Willow Run Tract that will require the expenditure of development rights under the Development Agreement, or (*ii*) sell all or a portion of the Willow Run Tract to a third party, the District shall have the one-time option (the "*Option*") to purchase from the Town any or all of the 162 acres of commercial

Development Rights for a price of FOURTEEN THOUSAND, FOUR HUNDRED THIRTY-TWO AND NO/100 ($14,432.00) DOLLARS per acre of commercial Development Rights, with such figure being subject to adjustments for CPI increases after the Closing Date.

(2) Limitations. The District acknowledges that the Town shall be under no obligation to sell or transfer any of the 260 residential development rights and/or the development rights for up to two (2) 150-unit hotels to the District under this Option.

(3) Duration of Option. The Option shall be incorporated within the Assignment (as defined herein) and shall become available five (5) years after the Closing Date and shall expire either (*i*) twenty-five (25) years after the Closing Date or (*ii*) upon the development of any portion of the School Facilities upon the Willow Run Tract whichever occurs first.

(c) *Reciprocal Easement.*

(1) At the time of development of the District Property, the Town shall construct at its cost and expense a public access road aligned with the intersection of Eagles Pointe Drive and U.S. Highway 278 extending to and connecting to a roadway providing access to the District Property. If, however, the School Facilities are developed before the intersection and access road to the District Property, and the South Carolina Department of Transportation requires two intersections on Highway 278 for the School Facilities, the District may construct at its cost and expense the same with the Town providing the reasonably necessary easements and licenses to permit such work on property owned by the Town.

(2) At the time of the District's development of the School Facilities, the District shall construct at its cost and expense a public access road aligned with the intersection of the St. Gregory Drive and U.S. Highway 278 extending to School Facilities. If, however, the Town develops the District Property before the intersection and access road to the School Facilities, the Town may construct at its cost and expense the same with the District providing the reasonably necessary easements and licenses to permit such work property owned by the District.

(3) The Parties shall execute a Reciprocal Easement Agreement (the "Reciprocal Easement") for access for the Properties to and from U.S. Highway 278, construction, utilities, and maintenance specifying additional details regarding the easements to be granted as described herein in form mutually acceptable to the Parties to be finalized prior to Closing.

(d) *Right of First Refusal*. The District Deed (defined below) shall include a reservation by the District for a 60 day right of first refusal in the event that the Town sells any portion of the District Property.

4. Closing. Subject to the satisfaction of all closing conditions set forth herein, the closing of the transaction set forth herein (the "*Closing*") shall be held on or before thirty (30) days from the date that the District closes on the purchase of the Indian Hill Property (the "*Closing Date*"); provided, however, either party can extend the Closing Date an additional ten (10) calendar days by providing written notice to the other party no less than twenty-four (24) hours prior to the Closing Date. The Closing shall occur through an escrow with the Settlement Agent, as supervised by the attorneys for the Parties, and upon terms acceptable to the Parties and customary for similar closings in the State of South Carolina. It is understood that neither Party nor their respective counsel need be physically present at the Closing so long as (i) all documents described in this Agreement or elsewhere herein that are

required to be delivered at Closing are fully executed, delivered in escrow and available on the Closing Date, (ii) any authorized signatory of the affected Party is available either in person or by telephone and facsimile at Closing, (iii) all necessary Closing funds have been wire transferred to the Settlement Agent on or prior to Closing; and (iv) the Parties, through their respective counsel, acknowledge that the Closing has occurred in accordance with the laws of the State of South Carolina regarding the unauthorized practice of law.

(a) *Escrow Deposits*. At Closing, the Parties shall deliver to and deposit with the Settlement Agent the following documents, instruments, and other items (collectively, the "*Escrow Items*"), all of which shall be duly executed, shall be in form and substance reasonably acceptable to the Parties (or the Party to whom any such document or instrument is to be delivered upon the closing of the Escrow), and shall be in recordable form if such document or instrument is to be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, upon the closing of Escrow:

(1) *Limited Warranty Deed* executed by the District conveying the District Property to the Town (the "*District Deed*") in form and substance substantially similar to that document attached hereto as **EXHIBIT "C"**, along with a corresponding *Affidavit of True Consideration (Exempt Transfer)* for the conveyance; and,

(2) *Limited Warranty Deed* executed by the Town conveying the Town Property to the District (the "*Town Deed*") in form and substance substantially similar to that document attached hereto as **EXHIBIT "D"**, along with a corresponding *Affidavit of True Consideration (Exempt Transfer)* for the conveyance; and,

(3) Reserved.

(4) *Assignment and Assumption of Development Rights* executed by the Town and the District (the "*Assignment*") in form and substance substantially similar to that document attached hereto as **EXHIBIT "F"**, assigning all Development Rights to the Town; and,

(5) *Extinguishment of Easement Agreement* executed by the Town and the District (the "*Extinguishment*") in form and substance substantially similar to that document attached hereto as **EXHIBIT "G"**, along with a certified copy of the ordinance adopting said Extinguishment by the Town; and,

(6) *Reciprocal Easement Agreement* executed by the Town and the District; and

(6) If required by the Parties' respective title companies, evidence reasonably acceptable to the Title Company, authorizing the consummation by the other Party of the transaction contemplated hereby and the execution and delivery of the closing documents, including but not limited to appropriate tax compliance certificates dated within 30 days of Closing or SC Department of Revenue Transferor Affidavits, if applicable, and appropriate certified resolutions/ordinances; FIRPTA certificates; and, South Carolina Withholding Tax Affidavit; and

(7) The *Development Rights Purchase Price* from the Town in accordance with this Agreement.

The Settlement Agent shall compile and assemble the counterparts of the Escrow Items, as necessary, so that the Settlement Agent has fully executed documents. Thereafter, the Settlement Agent shall

hold and disburse the Escrow Items and the Development Rights Purchase Price in accordance with this Agreement.

(b) *Escrow Disbursement*. Upon receipt of all of the Escrow Items, the Settlement Agent is and shall be irrevocably bound, obligated, directed, and authorized by the Parties to take the following actions as soon as reasonably possible:

(1) Disburse the Development Rights Purchase Price. The Settlement Agent shall disburse the Development Rights Purchase Price to the District, minus any prorations or costs as set forth in this Agreement.

(2) Record Documents with the ROD. The Settlement Agent shall file for record with the Office of the Register of Deeds for Beaufort County, South Carolina, the following Escrow Items in the following order:

i. The District Deed;
ii. The Town Deed;
iii. The Assignment;
iv. Extinguishment of Easement Agreement; and
v. Reciprocal Easement

(c) *Recording Fees and Costs*: The Town and the District shall each pay one-half (1/2) of all recording fees, transfer taxes, and other costs and expenses (collectively, the "*Recording Costs*"), if any, associated with the recordation of the Escrow Items. Real property ad valorem taxes applicable to the Properties for the calendar year in which the closing occurs shall be prorated as of the date of the closing between the Parties and said proration shall be based upon the most recently available tax information and evaluation with respect to the Properties or upon the actual tax bill if they have been prepared and issued. The Parties shall make adjustments between themselves post-closing if necessary based on the actual tax bill for the Properties to correct the proration of taxes at closing. Each Party shall bear its own attorney's fees and expenses of closing, including but not limited to any title policies, endorsements or due diligence materials.

5. Covenants, Agreements, and Conditions.

(a) *Interim Covenants*. The Parties hereby covenant and agree that after the Effective Date and prior to Closing (or any earlier termination of this Agreement pursuant to its terms) neither Party will or will allow another Party to (*i*) enter into or execute any Leases or otherwise allow the Properties to be subject to or encumbered by any Lease; (*ii*) make any material alterations or improvements to any portion of the Properties; (*iii*) assign, convey, transfer, encumber or otherwise dispose of any of the Development Rights; (*iv*) without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned, place any easement, covenant, condition, right-of-way or restriction on the Properties, or modify or amend any existing easement, covenant, condition, right-of-way restriction, or other encumbrance affecting the Properties, that would, in either event, have a material and adverse effect on the other Party or the Properties following the Closing.

(b) *Conditions.* The Parties recognize and agree that the obligation of the Parties to consummate the transactions contemplated hereby, including but not limited to the Land Swap, are expressly subject to the following conditions:

(1) The other Party shall have timely complied in all material respects with its

obligations hereunder.

(2) The District shall have closed on and acquired title to the Indian Hill Property, the District Property, and the Development Rights prior to the Closing Date.

(3) The 14th Amendment shall have been recorded prior to the Closing Date.

(4) The Parties shall have agreed upon the form of the Reciprocal Easement.

(5) The transactions contemplated under this Agreement to be effected on the Closing Date shall not have been restrained or prohibited by any injunction or order or judgment rendered by any court or other governmental agency of competent jurisdiction and no proceeding shall have been instituted and be pending in which any creditor of a Party seeks to restrain such transactions, provided that any such proceeding or action contemplated by this Section shall not include any proceeding or action brought by, through or under the other Party.

(4) At Closing, all Escrow Items have been fully executed and delivered to the Settlement Agent by the Parties.

(5) The respective governing bodies for the Parties have adopted and approved all requisite resolutions and/or ordinances required by South Carolina law to enter into and finalize the transactions contemplated hereunder.

(c) *Availability of Documents*. Parties agrees to promptly transmit or make available to each other all prior title policies, surveys, existing reciprocal easement agreement(s), plats, and any and all other title and survey related information in its possession immediately following the Effective Date.

6. Assignment. Except for an assignment to an entity owned or controlled by a Party, neither Party may assign its rights under this Agreement to any other entity without the prior written consent of the other Party. Any approved assignment shall not relieve a Party of its obligations under this Agreement. In all instances of a permitted assignment, the requesting Party shall (i) provide the name, address, telephone and facsimile number of the assignee and the name of the contact person(s) for the assignee; and (ii) provide to a signed copy of such assignment, which assignment shall be in a form reasonably acceptable to the non-requesting Party.

7. Brokerage Commission. Parties represent and warrant there is no real estate broker, salesperson, nor finder in connection with this transaction. Parties acknowledge and agree that if there is a claim for a commission from a real estate broker, salesperson, finder or any other third party then the Party associated with the claim is solely responsible for payment of any commission related to the transaction.

8. Notices.

(a) *Addresses and Procedures*. Whenever notice is required or permitted under the terms of this Agreement, it shall be in writing and personally delivered or sent postage or delivery charges prepaid by either (a) United States mail, certified, return receipt requested, in which case notice shall be deemed given on the certified date of delivery or rejection of delivery, or (b) by any national express delivery service which provides evidence of delivery. All notices shall be addressed to the following address (or at such other address as may hereafter be substituted by notice in writing thereof):

The District:	**Beaufort County School District** Attn: Robert Oetting, COO PO Drawer 309 Beaufort, SC 29901 Phone: 843.521.2399 Email:Robert.Oetting@beaufort.k12.sc.us
With Copy to:	**Sarah Robertson, Esq.** ***Burr & Forman*** 4 Clarks Summit Drive, Suite 200 Bluffton, South Carolina 29910 Phone: 843.815.2171 Email: SRobertson@burr.com

The Town:	**Town of Bluffton** Attn: Stephen Steese, Town Manager 20 Bridge St. Bluffton, SC 29910 Phone: 843-706-4520 Email: ssteese@townofbluffton.com
With Copy to:	**E. Richardson LaBruce, Esq.** ***Finger, Melnick, Brooks & LaBruce, P.A.*** P.O. Box 24005 Hilton Head Island, SC 29925 Phone: 843.681.7000 Emal: erlabruce@fingerlaw.com

(b) *Time Periods and Changes*. The time period in which a response to any notice must be given, if any, shall commence on the date of receipt of the notice by the addressee thereof, except as otherwise provided herein. Rejection or failure to claim delivery of any such notice, or the inability to deliver because of changed address of which no prior written notice was given as required hereinafter, shall be deemed received in such instances as of the date of attempted delivery or two (2) business days from the date of deposit in the United States Mail, whichever is applicable. A party may change its address by giving at least three (3) business day's prior written notice thereof. Notices sent by U.S. Certified Mail, return receipt requested, postage prepaid for which no return receipt is received from the U.S. Post Office or is returned undelivered or unsigned for shall be deemed given two (2) business days from the date deposited in the U. S. mail.

9. Representations.

(a) *Representations.* Except as is herein specifically set forth, neither Party has made, does not make and has not authorized anyone else to make, any representations as to: (i) the location of the Property or any portion thereof within any flood plain, flood-prone area, water shed or the designation of any portion thereof as "wetlands" or (ii) the present or future physical condition or suitability of its Property for any purpose. Parties acknowledge that no representations has been made by or on behalf of the conveying Party and, in entering into this Agreement, neither Party has relied on and does not rely on any representations other than those expressly set forth in this Agreement. Parties acknowledge and agree that each Property is being conveyed and accepted in its "AS IS" condition.

(b) *Authority to Act.* Each Party represents that (i) RESERVED; (ii) the execution and delivery of this Agreement by signatories and the performance of this Agreement by the Parties (including the execution and delivery of any documents at the Closing) have been or will be duly authorized by their respective governing boards or councils, (iii) this Agreement is binding and enforceable against the Parties hereto in accordance with the terms hereof, and (iv) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will result in a breach of or default under any agreement to which the representing party is a party or by which the representing party is bound, or violate any law, rule, regulation, restriction, court order agreement to which the representing party is subject.

(c) *Evidence of Authority.* Following a request from either Party, the other Party shall furnish evidence of that Party's authority to execute this Agreement and to consummate the transactions contemplated herein. Such evidence shall be in form and substance reasonably acceptable to the

requesting Party and shall be delivered within fourteen (14) calendar days after the request or prior to the Closing Date, whichever shall occur first in time.

(d) *Party's Warranties and Representations.* Each Party conveying Property hereby represents and warrants that:

(1) The Property has good, indefeasible, marketable and insurable title and the Party has the full power and authority to execute, deliver and perform this Agreement and all agreements and documents referred to in this Agreement; and,

(2) At the time of execution of this Agreement, there is no action, suit or proceeding pending or threatened against the Party affecting the Property or relating to or arising out of the ownership or development of the Property, including without limitation, condemnation or eminent domain actions or proceedings; and,

(3) Neither the entering into of this Agreement or the consummation of the conveyance has or will constitute a violation or breach of any of the terms of any contract or other instrument to which a Party is a party or to which the other Party is subject to; and,

(4) To the best of the Party's actual knowledge, no portion of the Property contains petroleum or any substance which may be classified as a hazardous, toxic, chemical or radioactive substance, or a contaminant or pollutant (collectively "*Hazardous Substances*") under applicable federal, state or local law, ordinance, rule or regulation ("*Applicable Laws*") or which may require any cleanup, remediation or other corrective action pursuant to such Applicable Laws and no portion of the Property has been used by the Party for the use, disposal or storage of Hazardous Substances. Further, the Party has no actual knowledge of underground storage tanks located on the Property; and,

(5) No notice by any governmental or other public authority has been served upon the Party relating to violations of any applicable safety, fire or other ordinances or any of the Applicable Laws.

10. Default.

(a) *Default by a Party*. If either Party defaults in its obligation to close and exchange the Properties as described herein, then the non-defaulting Party's remedy shall be to terminate this Agreement or seek any other remedy at law or in equity, including but not limited to, specifically enforce performance of this Agreement.

(b) *Costs of Litigation.* In any action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such action, including reasonable attorneys' fees and expenses through any final appeal.

11. Miscellaneous.

(a) *Effective Date.* The Effective Date of this Agreement shall be the latest date on which both Parties have executed this Agreement as shown on the signature page.

(b) *Construction of Agreement.* Each Party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto or thereto by any court by reason of such Party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.

DRAFT

(c) *Sole Agreement, Merger, and Amendments.* This Agreement contains all of the terms and conditions agreed to between the Parties and supersedes all prior agreements, and there are no oral agreements relating to the transaction covered hereby. All other discussions, proposals, agreements or offers are merged into this Agreement. This Agreement cannot be amended, altered, changed or modified unless each such alteration, amendment, change or modification shall have been set forth in writing in its entirety and signed and delivered by each Party.

(d) *Counterparts.* This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

(e) *Good Faith.* The Parties shall act in good faith in performing and discharging their respective duties and obligations hereunder. Any provision requiring the approval of either Party shall not be unreasonably withheld. The Parties shall execute and deliver such other instruments and documents as reasonably may be necessary to implement and effectuate the terms of this Agreement.

(f) *Waiver.* No provision, condition or covenant of this Agreement shall be waived by either Party hereto except by a written instrument delivered to the other Party and signed by the Party consenting thereto.

(g) *Successors and Assigns.* All provisions of this Agreement shall bind and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns.

(h) *Time of the Essence.* Time is of the essence of this Agreement, although a request for additional time should not be unreasonably withheld when the additional time is needed by a Party to receive the approval and authority required by either local or state law.

(i) *Survival of Agreements.* All agreements, undertakings, hold harmless, and indemnifications contained in this Agreement shall expressly survive the Closing of the Property and delivery of the applicable Deed and such agreements, undertakings and indemnifications shall not be merged therein.

(j) *Captions.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

(k) *Severability.* If any provision of this Agreement is held to be illegal, invalid or unenforceable, then this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

(l) *Applicable Law.* This Agreement has been made in the State of South Carolina, and shall be interpreted in accordance with South Carolina law, and any enforcement of this Agreement shall be brought in the State of South Carolina.

(m) No Recording. The Parties agree that neither this Agreement nor a memorandum of this Agreement shall be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

{*Remainder of Page Intentionally Omitted. Signature Page and Exhibits to Follow.*}

DRAFT

The undersigned have caused this Agreement to be duly executed and sealed as of the dates below.

BEAUFORT COUNTY SCHOOL DISTRICT

By: _____
Dr. Frank Rodriguez, *Superintendent*

Date Signed: _____

TOWN OF BLUFFTON

By: _____
Stephen Steese, *Town Manager*

Date Signed: _____

DRAFT

Exhibit "A"
(Legal Description of Town Property)

ALL that certain piece, parcel or tract of land located in the Town of Bluffton, Beaufort County, South Carolina, and containing approximately 19.753 acres, and shown and described as PROPOSED PARCEL, A PORTION OF PARCEL 13A on a plat of survey entitled "A Proposed Boundary Subdivision of Parcel 13A, District 610, Tax Map #22," dated December 28, 2009, prepared by T-Square Group, Inc. and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 131 at Page 156. For a more complete description, reference may be had to said plat of record.

This being the same property conveyed to Town of Bluffton by deed dated December 13, 2010 from Indian Hill Associates, LLC recorded in Book 3019 at Page 1613 the Office of the Register of Deeds for Beaufort County, South Carolina

R610-022-000-1094-0000

DRAFT

Exhibit "B"
(Legal Description of District Property)

[Final legal description will be determined once the subdivision boundary plat is complete. Attach copy of subdivision boundary plat.]

DRAFT

Exhibit "C"

(District Deed)
Limited Warranty Deed executed by the District conveying the District Property to the Town

DRAFT

Exhibit "D"

(Town Deed)
Limited Warranty Deed executed by the Town conveying the Town Property to the District

DRAFT

Exhibit "F"

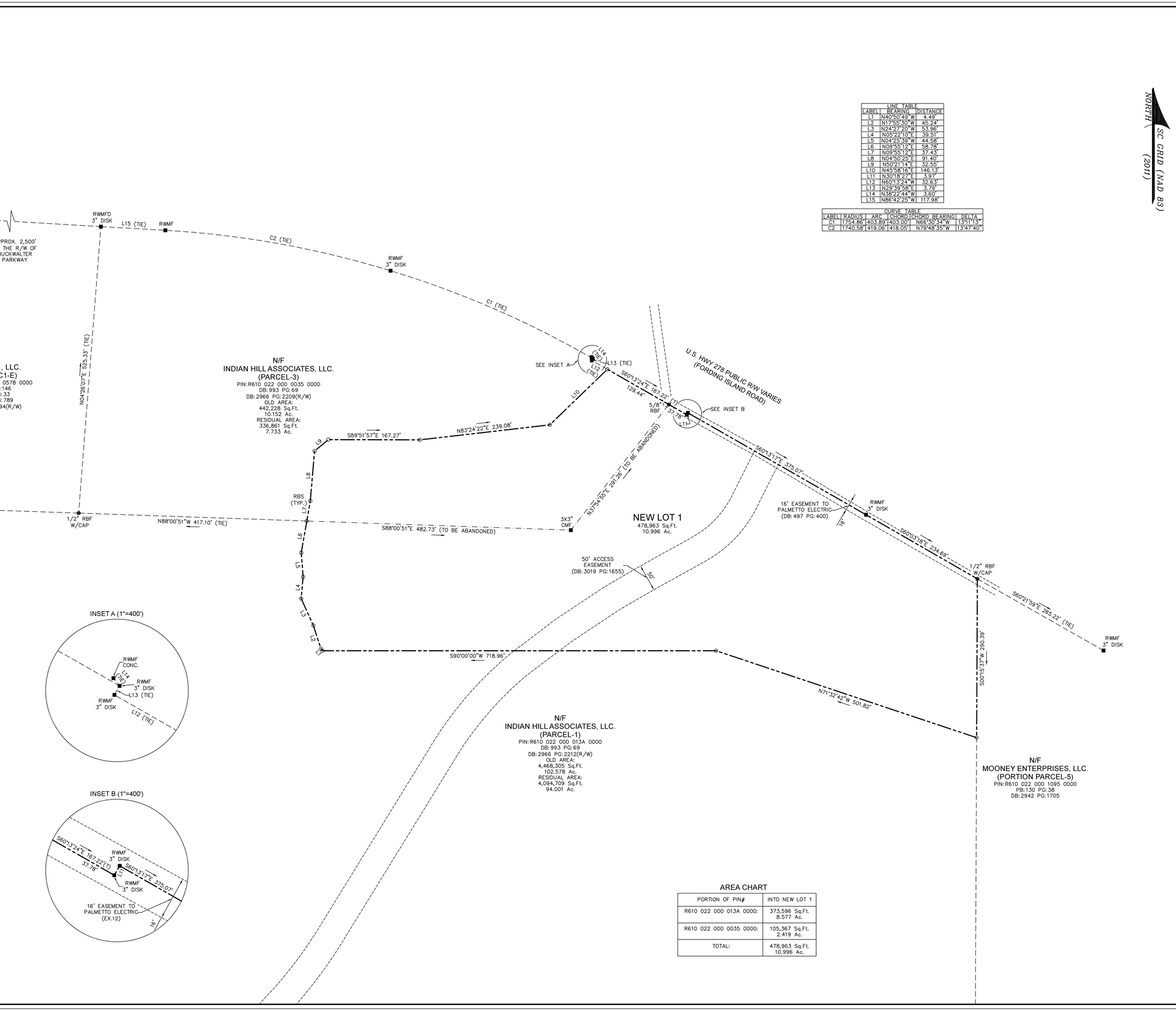
(Assignment and Assumption of Rights and Obligations and Development Agreement)

DRAFT

Exhibit "G"

(Extinguishment)

DRAFT



LINE TABLE		
LABEL	BEARING	DISTANCE
L1	N40°50'49"W	4.49'
L2	N17°55'30"W	45.24'
L3	N24°27'20"W	53.96'
L4	N05°22'10"E	39.51'
L5	N04°25'59"W	44.58'
L6	N09°55'12"E	58.78'
L7	N09°55'12"E	37.43'
L8	N04°50'23"E	91.40'
L9	N50°21'14"E	32.55'
L10	N45°58'16"E	146.13'
L11	N30°18'27"E	3.97'
L12	N60°13'24"W	32.63'
L13	N29°39'58"E	3.79'
L14	N38°27'44"W	3.60'
L15	N86°42'25"W	117.98'

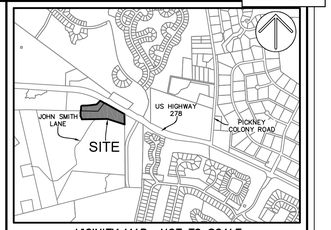
CURVE TABLE					
LABEL	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	1754.86'	403.89'	403.00'	N66°30'34"W	13°11'13"
C2	1740.58'	419.06'	418.05'	N79°48'35"W	13°47'40"

INSET A (1"=400')

INSET B (1"=400')

AREA CHART

PORTION OF PIN#	INTO NEW LOT 1
R610 022 000 013A 0000:	373,596 Sq.Ft. 8.577 Ac.
R610 022 000 0035 0000:	105,367 Sq.Ft. 2.419 Ac.
TOTAL:	478,963 Sq.Ft. 10.996 Ac.



VICINITY MAP NOT TO SCALE

LEGEND

	△	CALC POINT – CORNER NOT SET
CMF	■	CONCRETE MONUMENT FOUND
RBF	●	IRON REBAR FOUND
RBS	○	5/8" IRON REBAR SET WITH CAP
RWMF	■	RIGHT–OF–WAY CONC. MONUMENT FOUND
RWMFD	■	RIGHT–OF–WAY CONC. MONUMENT FOUND DIST.
PIN		PARCEL ID NUMBER
(T)		TOTAL

ADJACENT PROPERTY LINE
PROPERTY LINE
PROPERTY LINE TO BE ABANDONED

NOTES

1. THESE PARCELS APPEAR TO LIE IN FLOOD ZONE X, COMMUNITY 450251 (TOWN OF BLUFFTON), MAP NUMBER 45013C0270G, HAVING AN EFFECTIVE DATE OF MARCH 23, 2021.
2. BUILDING SETBACK REQUIREMENTS ARE TO BE DETERMINED BY THE PROPER AUTHORITIES AND MUST BE VERIFIED PRIOR TO DESIGN & CONSTRUCTION.
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
4. PRECISION OF PLAT CLOSURE: 1:481,329
5. UNLESS ONE IS IDENTIFIED HEREON, NO TITLE PACKAGE PROVIDED PRIOR TO THE DATE SHOWN ON THIS SURVEY. ALL EASEMENTS AND APPURTENANCES AFFECTING THIS PROPERTY NOT NECESSARILY SHOWN.
6. NO WETLANDS WERE LOCATED DURING TIME OF FIELD WORK. WETLANDS MAY EXIST ON THESE PARCELS.

REFERENCES

1. DB: 993 PG: 69
2. DB: 2966 PG: 2209
3. PB: 53 PG: 67
4. PB: 131 PG: 156
5. A SET OF SCDOT PLANS
   FILE No. 07.037178A
   PROJECT No. EM08(006).

80 40 0 80 160
GRAPHIC SCALE (1"=80')

PREPARED FOR:
TOWN OF BLUFFTON
A SUBDIVISION PLAT OF
WILLOW RUN TRACT,
FORDING ISLAND ROAD

TAX PARCEL Nos.
R610 022 000 013A 0000 & R610 022 000 0035 0000

TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK:	TMH
FIELD CHECK:	DBL
DRAWN BY:	KMF
FIELD DATE:	08–30–2024
PLAT DATE:	08–06–2025
SCALE:	1"=80'
PROJECT No.:	BFT–24258
FILE:	BFT–24258 SUB1.DWG

ATLAS
SURVEYING, INC.
168 BOARDWALK DRIVE, SUITE A.
RIDGELAND, SC 29936.
PHONE: (843) 645–9277
WEBSITE: WWW.ATLASSURVEYING.COM

SOUTH CAROLINA – ATLAS SURVEYING BFT, LLC. No. 5928 – CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA – PROFESSIONAL – No. 42680 – LAND SURVEYOR – DANIEL B. LANGAN

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

FOR REVIEW ONLY

DANIEL B. LANGAN
S.C.P.L.S. No. 42680
NOT VALID UNLESS CRIMPED WITH SEAL

Proposed Motion

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

"I make a motion to approve on second reading 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
STAFF REPORT
Department of Finance & Administration

MEETING DATE:	October 14, 2025
PROJECT:	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
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, CGFM Director of Finance & Administration

RECOMMENDATION: Town Council approves the proposed ordinance amending the FY 2026 budget by $11,016,882 by increasing the General Fund budget by $270,373, increasing the Local Hospitality Fund budget by $927,843, increasing the Local Accommodations Tax Fund budget by $606,768, increasing the Stormwater Fund budget by $632,211, increasing the CIP budget by $8,523,062, and increasing the Debt Service Fund budget by $56,625 to reappropriate prior year unspent transfers to Capital Improvements Program Fund (CIP) and use of additional prior year fund balance, to reappropriate prior year unspent encumbrances and expenditures as well as uses of additional prior year fund balance, provide for new programs, use of previously earmarked spending of prior year fund balance, recognize grant and intergovernmental revenues, and committing $500,000 to the Capital Asset Reserve Fund.

BACKGROUND:

At the September 9, 2025 Town Council meeting, Town Council approved to authorize the Town Manager to execute a three-party agreement between Buckwalter Association Inc., Beaufort County and the Town of Bluffton to construct the connector road between Buckwalter Plance and Washington Square for an estimated cost of $261,940 for each party. The budget for this project is included in the proposed ordinance for second and final reading and is the only change from first reading.

In FY2025, revenues are projected to be higher than expenditures by approximately $6,800,000. Proposed uses of this additional fund balance included in this budget amendment are described in each fund below.

Reserve Funds – Committing an additional $500,000 to the Capital Reserve Fund.

General Fund - This Budget Amendment includes an increase to the General Fund budget by $270,373 to reflect an approved grant of $79,500 in Information Technology for cyber security, $31,662 and $93,297 for completion of Police K-9 and technology grants, respectively, and $65,913 of prior year fund balance. These prior year funds will be used for:

- Communications: Town Logo Project $10,000
- Contracts and encumbrances $32,858
- Transfer to CIP $23,055
    - FY2026 Funding Source Adjustment:
        - Land Acquisition for pending Green Penny Project Funds ($147,768)
    - FY2025 Project Commitments and Carryforwards:

- Town Hall Improvements $14,380
- Network Improvements $26,712
- Public Art Program $99,731
- Townwide Wayfinding Signage System $30,000

Local Hospitality Tax Fund – This budget amendment includes an increase to the budget by $927,843 to reflect FY 2025 project carryforwards in the CIP Fund.

- Transfer to CIP Projects
  - Facilities: $435,177
  - Roads: $262,760
  - Sewer: $229,906

Local Accommodations Tax Fund – This budget amendment includes an increase to the budget by $606,768 to reflect FY 2025 project carryforwards in the CIP Fund.

- Transfer to CIP Projects
  - Facilities: $247,029
  - Parks: $115,000
  - Roads: $169,395
  - Sewer: $75,344

Stormwater Fund – This budget includes an increase to the Stormwater fund budget to reflect a potential Hazard Mitigation Grant Program (HMGP)of $287,625 and of $344,586 in prior year fund balance.

- Contracts and commitments from FY 2025 $495,711
- Transfer to CIP increase of $136,500 stormwater and sewer projects.

Capital Improvements Program Fund (CIP) – This budget amendment includes an increase to the CIP budget by $8,523,062 to reflect FY 2025 project carryforwards, increase for Land Acquisition by $3,960,000 that includes potential Green Penny funding of $4,190,000, Pritchard Street Drainage Improvements intergovernmental agreement of $232,990 with Beaufort County School District, and $261,940 for the new project: Washington Square Connector Road.

Debt Service Fund – This budget includes an increase to Debt Service fund budget to reflect $56,625 of prior year TIF fund balance. These funds will be used for:

- Transfer to CIP Projects
  - Economic Development ($48,606)
  - Facilities $900,000
  - Parks ($1,013,874)
  - Roads: $219,105

ATTACHMENTS:

1. Ordinance
    - Attachment A: General Fund Budget
    - Attachment B: Local Hospitality Tax Fund Budget
    - Attachment C: Local Accommodations Tax Fund Budget
    - Attachment D: Stormwater Fund Budget
    - Attachment E: Capital Improvements Program Fund Budget
    - Attachment F: Debt Service Fund Budget
2. FY 2025 Projected Yearend Financial Reports
    - Attachment A: General Fund
    - Attachment B: Stormwater Fund Budget
    - Attachment C: Capital Improvements Program Fund Budget
    - Attachment D: Debt Service Fund Budget
    - Attachment E: Special Revenue Funds
3. Council Motion Recommendation

AN ORDINANCE OF THE TOWN OF BLUFFTON
ORDINANCE NO. 2025-
FISCAL YEAR 2026 BUDGET

TO AMEND THE BUDGET FOR THE TOWN OF BLUFFTON, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2026;
TO PROVIDE FOR THE EXPENDITURES OF CERTAIN FUNDS;
AND TO ALLOCATE THE SOURCES OF REVENUE FOR THE SAID FUNDS.

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

WHEREAS, the Town Council did adopt the Budget Ordinance 2025-04 on June 10, 2025; and

WHEREAS, pursuant to Sections 4 and 5 of said budget, the Town Council is desirous of amending the budget so as to provide for budget appropriations for legal encumbrances and certain other commitments from the Fund Balance and other revenues of Fiscal Year 2026; and

WHEREAS, pursuant to Sections 4 and 5 of said budget, the Town Council is desirous of amending the budget so as to provide for additional program appropriations from available FY2025 fund balance and committing funds for capital asset reserves and assigning funds for projects not yet established; and

WHEREAS, pursuant to Section 8 of said budget, the Town Council is desirous of amending the Designated Reserve Funds so as to provide for additional program appropriations from available FY2025 fund balance and committing funds by assigning $500,000 for capital asset reserves; and

WHEREAS, pursuant to S.C. Code 1976, 5-7-170, the Town Council is desirous of increasing the mayor compensation from $25,000 to $35,000 and councilmember compensation will increase from $17,000 to $25,000. This change shall not go into effect until the commencement date of the terms of two or more town council elected at the next general election following the adoption of this ordinance;

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA; AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID TOWN COUNCIL:

SECTION 1. AMENDMENT
The adopted fiscal year 2026 budget is amended to make the following changes and additions to the funds from prior year and to the projected revenue and expenditure accounts as follows:

General Fund	
Revenues and Other Sources	
Grants and Entitlements	$ 204,460
Transfers In	
Prior Year Fund Balance	65,913
Total Revenues and Other Sources	$ 270,373

General Fund (Cont.)	
Expenditures and Other Uses	
Expenditures	
Communications	$ 10,000
Human Resources	10,821
Information Technology	85,403
Police	124,960
Project Management	13,839
Public Services	2,295
Other Uses	
Transfer Out to CIP	23,055
Total Expenditures and Other Uses	$ 270,373
Local Hospitality Tax Fund	
Revenues and Other Sources	
Transfers In	
Prior Year Fund Balance	$ 927,843
Total Revenues and Other Sources	$ 927,843
Expenditures and Other Uses	
Other Uses	
Transfer Out to CIP	$ 927,843
Total Expenditures and Other Uses	$ 927,843
Local Accommodations Tax Fund	
Revenues and Other Sources	
Transfers In	
Prior Year Fund Balance	$ 606,768
Total Revenues and Other Sources	$ 606,768
Expenditures and Other Uses	
Other Uses	
Transfer Out to CIP	$ 606,768
Total Expenditures and Other Uses	$ 606,768

Stormwater Fund	
Revenues and Other Sources	
Grants and Entitlements	$ 287,625
Transfers In	
Prior Year Fund Balance	344,586
Total Revenues and Other Sources	$ 632,211
Expenditures and Other Uses	
Watershed Management	$ 495,711
Other Uses	
Transfer Out to CIP	136,500
Total Expenditures and Other Uses	$ 632,211
Capital Improvement Fund	
Revenues and Other Sources	
Intergovernmental	$ 4,422,990
Transfers In	
Hospitality Tax	927,843
Local Accommodations Tax	606,768
Stormwater Utility Tax	136,500
TIF	56,625
General Fund	23,055
Prior Year Fund Balance	2,349,281
Total Revenues and Other Sources	$ 8,523,062

Capital Improvement Fund (Cont.)

Expenditures and Other Uses	
Expenditures	
E0001-Buckwalter Place Multi-County Commerce Park Phase 2	$ (661,369)
F0001-Town Hall Improvements	14,380
F0002-Squire Pope Carriage House	51,805
F0004-Sarah Riley Hooks Cottage	435,401
F0006-New Riverside Barn Park Event Lawn Pavilion	900,000
F0009-Oscar Frazier Park Pavilion	195,000
H0001-Affordable Housing Project	489,580
I0002-Network Improvements	26,712
L0001-Land Acquisition	3,960,000
P0001-Park Improvements	65,000
P0004-New Riverside Park / Barn Site	(1,879,482)
P0005-New River Trail	1,289,318
P0008-Buckwalter Place West Park Improvements	50,000
P0010-Public Art	141,440
R0001-Pathway Pedestrian Safety Improvements	115,182
R0002-Calhoun Street Streetscape	89,593
R0005-Wharf Street Lighting	175,060
R0006-Boundary Street Lighting	23,224
R0007-Boundary Street Streetscape	205,962
R0008-Townwide Wayfinding Signage System	72,238
R0009-Historic District Overhead Powerline Conversion	(13,200)
R0010-Ghost Roads	13,201
R0011-Washington Square Connentor Road	261,940
S0001-Sewer Connections Policy	150,189
S0005-Historic District Sewer Extension Phase 4	3,079
S0006-Historic District Sewer Extension Phase 5	332,859
S0007-Historic District Sewer Extension Phase 6	442,776
S0008-Bridge Street Streetscape	118,040
S0009-Comprehensive Drainage Plan Improvements	121,500
S0010-May River Action Plan Impervious Restoration/Water Quality	15,000
S0012-Pritchard Street Drainage Improvements	1,318,634
Total Expenditures and Other Uses	$ 8,523,062

Debt Service Fund	
Revenues and Other Sources	
Transfers In	
Prior Year Fund Balance	$ 56,625
Total Revenues and Other Sources	$ 56,625
Expenditures and Other Uses	
Other Uses	
Transfer Out to CIP	$ 56,625
Total Expenditures and Other Uses	$ 56,625

The effect of this amendment will be to increase the General Fund to $38,146,127 (Attachment A), to increase the Local Hospitality Tax to $8,938,984 (Attachment B), to increase the Local Accommodations Tax Fund to $2,820,487 (Attachment C), to increase the Stormwater Fund budget to $5,822,543 (Attachment D), to increase the Capital Improvements Program Fund budget to $41,910,585 (Attachment E), and to increase the Debt Service Fund budget to $10,899,670 (Attachment F), for a total Consolidated Budget of $108,538,396.

SECTION 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.

SECTION 3. EFFECTIVE DATE
This Ordinance shall be effective upon its enactment by the Town Council for the Town of Bluffton.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF BLUFFTON ON THIS _____ DAY OF _____, 2025.

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

ATTEST:

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

Attachments:
A. General Fund Budget
B. Local Hospitality Tax Fund Budget
C. Local Accommodations Tax Fund Budget
D. Stormwater Utility Fund Budget
E. Capital Improvements Program Fund Budget
F. Debt Service Fund Budget

First Reading: September 9, 2025
Second and Final Reading: October 14, 2024

Town of Bluffton
General Fund Budget

	Adopted FY 2026 Budget	Budget Amendment #1	Proposed FY 2026 Budget
Revenues			
Property Taxes	$ 11,203,000	$ -	$ 11,203,000
Licenses & Permits			
Business Licenses	4,163,400	-	4,163,400
Franchise Fees	3,358,000	-	3,358,000
MASC Insurance Tax Collection	4,697,000	-	4,697,000
MASC Telecommunications	48,000	-	48,000
Building Safety Permits	1,704,259	-	1,704,259
Application Fees	60,000	-	60,000
Total Licenses & Permits	14,030,659	-	14,030,659
Grants and Entitlements	1,222,000	204,460	1,426,460
Intergovernmental	484,688	-	484,688
Service Revenues	748,000	-	748,000
Fines & Fees	115,000	-	115,000
Interest Income	300,000	-	300,000
Miscellaneous Revenues	703,472	-	703,472
Total Revenues	28,806,819	204,460	29,011,279
Other Financing Sources	-	-	-
Transfers In			
Hospitality Tax	3,241,133	-	3,241,133
Capital Improvements Program Fund	-	-	-
Local Accommodations Tax	533,489	-	533,489
State Accommodations Tax	79,894	-	79,894
Stormwater Utility Fund	465,411	-	465,411
General Fund Prior Year Fund Balance	3,538,324	65,913	3,604,237
General Fund PYFB-ARPA	-	-	-
General Fund PYFB-Capital Asset Reserve	1,210,684	-	1,210,684
General Fund PYFB-Tree Remediation	-	-	-
Total Transfers In	9,068,935	65,913	9,134,848
Total Other Financing Sources & Tranfers In	9,068,935	65,913	9,134,848
Total Revenues and Other Financing Sources	$ 37,875,754	$ 270,373	$ 38,146,127
Expenditures			
Building Safety	$ 1,080,427	$ -	$ 1,080,427
Communications	475,221	10,000	485,221
Customer Service	284,031	-	284,031
Economic Development: DRCI	486,487	-	486,487
Events & Venues	857,561		
Executive	1,939,114	-	1,939,114
Finance & Administration	1,321,174	-	1,321,174
Human Resources	674,325	10,821	685,146
Information Technology	2,340,924	85,403	2,426,327
Municipal Court	518,706	-	518,706
Municipal Judges	110,869	-	110,869
Planning & Community Development	1,848,467	-	1,848,467
Police	11,667,343	124,960	11,792,303
Project Management	851,165	13,839	865,004
Public Services	3,709,207	2,295	3,711,502
Town Council	250,710	-	250,710
Town Wide	4,388,362	-	4,388,362
Total Expenditures	32,804,093	247,318	32,193,850
Other Funding Uses			
Contribution to Fund Balance	-	-	-
Transfers Out to Capital Improvements Program Fund	5,071,661	23,055	5,094,716
Total Other Funding Uses	5,071,661	23,055	5,094,716
Total Expenditures and Other Funding Uses	$ 37,875,754	$ 270,373	$ 37,288,566

Town of Bluffton
Local Hospitality Tax Fund Fund
Special Revenue

	Adopted FY 2026 Budget	Budget Amendment #1	Proposed FY 2026 Budget
Revenues			
Taxes	$ 4,161,955	$ -	$ 4,161,955
Interest Income	100,000	-	100,000
Total Revenues	4,261,955	-	4,261,955
Other Financing Sources	-	-	-
Transfers In			
Prior Year Fund Balance	3,749,186	927,843	4,677,029
Total Other Financing Sources & Transfers In	3,749,186	927,843	4,677,029
Total Revenues and Other Financing Sources	$ 8,011,141	$ 927,843	$ 8,938,984
Expenditures			
Other Funding Uses			
Transfer to Capital Improvements Project Fund	4,770,008	927,843	5,697,851
Transfer to General Fund	3,241,133	-	3,241,133
Total Transfers	8,011,141	927,843	8,938,984
Total Expenditures and Other Funding Uses	$ 8,011,141	$ 927,843	$ 8,938,984

Town of Bluffton
Local Accommodations Tax Fund Fund
Special Revenue

	Adopted FY 2026 Budget	Budget Amendment #1	Proposed FY 2026 Budget
Revenues			
Taxes	$ 1,297,792	$ -	$ 1,297,792
Interest Income	25,000	-	25,000
Total Revenues	1,322,792	-	1,322,792
Other Financing Sources	-	-	-
Transfers In			
Prior Year Fund Balance	890,927	606,768	1,497,695
Total Other Financing Sources & Transfers In	890,927	606,768	1,497,695
Total Revenues and Other Financing Sources	$ 2,213,719	$ 606,768	$ 2,820,487
Expenditures			
Other Funding Uses			
Transfer to Capital Improvements Project Fund	1,680,230	606,768	2,286,998
Transfer to General Fund	533,489	-	533,489
Total Transfers	2,213,719	606,768	2,820,487
Total Expenditures and Other Funding Uses	$ 2,213,719	$ 606,768	$ 2,820,487

Town of Bluffton
Stormwater Fund Budget

	Adopted FY 2026 Budget	Budget Amendment #1	Proposed FY 2026 Budget
Revenues			
Stormwater Utility Fee	$ 2,267,492	$ -	$ 2,267,492
Licenses & Permits			
NPDES Plan Review and Inspection Fee	400,000	-	400,000
Total Licenses & Permits	365,000	-	400,000
Grants and Entitlements	-	287,625	287,625
Intergovernmental	-	-	-
Service Revenues	-	-	-
Fines & Fees	-	-	-
Interest Income	-	-	-
Miscellaneous Revenues	-	-	-
Total Revenues	2,667,492	287,625	2,955,117
Other Financing Sources	-	-	-
Transfers In	-	-	-
Prior Year Fund Balance	2,522,840	344,586	2,867,426
Total Other Financing Sources & Tranfers In	2,522,840	344,586	2,867,426
Total Revenues and Other Financing Sources	$ 5,190,332	$ 632,211	$ 5,822,543
Expenditures			
Watershed Management	$ 4,078,899	$ 495,711	$ 4,574,610
Total Expenditures	4,078,899	495,711	4,574,610
Other Funding Uses			
Contribution to Fund Balance	-	-	-
Transfers Out to Capital Improvements Program Fund	353,222	136,500	489,722
Transfers Out to General Fund	465,411	-	465,411
Transfer to Debt Service	292,800	-	292,800
Total Other Funding Uses	1,111,433	136,500	1,247,933
Total Expenditures and Other Funding Uses	$ 5,190,332	$ 632,211	$ 5,822,543

Town of Bluffton
Capital Improvements Project Fund

	Adopted FY 2026 Budget	Budget Amendment #1	Proposed FY 2026 Budget
Revenues			
Licenses & Permits	$ 317,000	$ -	$ 317,000
Grants and Entitlements	1,244,816	-	1,244,816
Intergovernmental	-	4,422,990	4,422,990
Service Revenues	-	-	-
Fines & Fees	-	-	-
Interest Income	-	-	-
Miscellaneous Revenues	-	-	-
Total Revenues	1,561,816	4,422,990	5,984,806
Other Financing Sources	-	-	-
Transfers In			
Hospitality Tax	4,770,008	927,843	5,697,851
Local Accommodations Tax	1,680,230	606,768	2,286,998
State Accommodations Tax	164,681	-	164,681
Stormwater Utility Tax	353,222	136,500	489,722
TIF	8,598,281	56,625	8,654,906
General Fund	5,071,661	23,055	5,094,716
General Fund-ARPA	-	-	-
CIP Fund Balance	11,187,624	2,349,281	13,536,905
Total Other Financing Sources & Transfers In	31,825,707	4,100,072	35,925,779
Total Revenues and Other Financing Sources	$ 33,387,523	$ 8,523,062	$ 41,910,585
Expenditures			
Economic Development Projects	$ 1,514,455	$ (661,369)	$ 853,086
Facilities Projects	1,868,850	1,596,586	3,465,436
Housing Projects	740,816	489,580	1,230,396
Information Technology Infrastructure Projects	174,200	26,712	200,912
Land Acquisition	9,709,302	3,960,000	13,669,302
Park Projects	8,621,648	(333,724)	8,287,924
Road Projects	4,766,215	943,200	7,268,292
Stormwater and Sewer Projects	5,675,037	2,502,077	6,618,237
Total Expenditures	33,070,523	8,523,062	41,593,585
Other Funding Uses			
Transfer to General Fund	-	-	-
Contribution to Fund Balance	317,000	-	317,000
Total Transfers	317,000	-	317,000
Total Expenditures and Other Funding Uses	$ 33,387,523	$ 8,523,062	$ 41,910,585

Town of Bluffton
Debt Service Fund Budget

	Adopted FY 2026 Budget	Budget Amendment #1	Proposed FY 2026 Budget
Revenues			
Property Taxes			
Real & Personal Property Tax (TIF)	$ 4,744,142	$ -	$ 4,744,142
GO Bond Debt Service Property Tax	577,005	-	577,005
Total Property Tax	5,321,147	-	5,321,147
Licenses & Permits			
Municipal Improvement District Fee	390,970	-	390,970
Interest Income	50,000	-	50,000
Total Revenues	5,762,117	-	5,762,117
Other Financing Sources			
Stormwater Utility Fund	292,800	-	292,800
Prior Year Fund Balance	4,788,128	56,625	4,844,753
Total Other Financing Sources	5,080,928	56,625	5,137,553
Total Revenues and Other Financing Sources	$ 10,843,045	$ 56,625	$ 10,899,670
Expenditures			
Series 2014 TIF Bonds Debt Service			
Principal	$ 919,815	$ -	$ 919,815
Interest	11,866	-	11,866
Series 2022 TIF Bonds Debt Service			
Principal	338,887	-	338,887
Interest	302,046	-	302,046
Series 2020 GO Bonds Debt Service			
Principal	270,000	-	270,000
Interest	109,300	-	109,300
Series 2020A GO Bonds Debt Service (Projects)			
Principal	170,000	-	170,000
Interest	122,800	-	122,800
Miscellaneous	50	-	50
Total Expenditures	2,244,764	-	2,244,764
Other Funding Uses			
Transfers Out to Capital Improvements Program Fund	8,598,281	56,625	8,654,906
Total Other Funding Uses	8,598,281	56,625	8,654,906
Total Expenditures and Other Funding Uses	$ 10,843,045	$ 56,625	$ 10,899,670

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

	Month of June 2025					Year-to-Date through June 30, 2025 (Accrual through August 24, 2025)				
	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)
Revenues										
Property Taxes	$ 159,647	$ 130,538	$ (29,109)	$ 158,862	$ (28,324)	$ 10,244,626	$ 10,682,398	$ 437,772	$ 10,017,780	$ 664,618
Licenses & Permits										
Business Licenses	143,770	192,737	48,967	133,511	59,226	4,466,796	5,078,940	612,144	4,040,062	1,038,878
MASC Telecommunications	1,103	511	(592)	977	(466)	56,435	49,136	(7,299)	50,000	(864)
MASC Insurance Tax Collection	3,261,354	5,201,532	1,940,178	2,432,294	2,769,238	4,616,571	5,390,705	774,134	3,443,005	1,947,700
Franchise Fees	1,648,429	2,104,834	456,405	1,632,248	472,586	3,319,233	3,735,220	415,987	3,286,652	448,568
Building Safety Permits	148,317	287,266	138,949	61,107	226,159	2,582,246	4,357,927	1,775,681	1,686,595	2,671,332
Application Fees	6,455	7,075	620	3,670	3,405	87,940	100,200	12,260	50,000	50,200
Total Licenses & Permits	5,209,428	7,793,955	2,584,527	4,263,807	3,530,148	15,129,221	18,712,128	3,582,907	12,556,314	6,155,814
Grants and Entitlements	-	217,532	217,532	151,421	66,111	1,273,693	1,381,411	107,718	2,991,413	(1,610,002)
Intergovernmental	-	-	-	-	-	454,130	325,559	(128,571)	461,608	(136,049)
Service Revenues	40,320	61,880	21,560	25,055	36,825	843,271	1,104,755	261,484	492,860	611,895
Fines & Fees	13,298	9,189	(4,109)	11,376	(2,187)	134,437	115,558	(18,879)	115,000	558
Interest Income	30,274	119,192	88,918	26,685	92,507	340,342	887,040	546,698	300,000	587,040
Miscellaneous Revenues	9,884	15,917	6,033	42,457	(26,540)	106,362	513,872	407,510	330,878	182,994
Total Revenues	5,462,851	8,348,203	2,885,352	4,679,663	3,668,540	28,526,082	33,722,721	5,196,639	27,265,853	6,456,868
Other Financing Sources	-	21,560	21,560	-	21,560	-	41,264	41,264	-	41,264
Transfers In	31,637	3,882,223	3,850,586	3,765,236	116,987	2,815,309	4,114,007	1,298,698	8,453,262	(4,339,255)
Total Other Financing Sources & Tranfers In	31,637	3,903,783	3,872,146	3,765,236	138,547	2,815,309	4,155,271	1,339,962	8,453,262	(4,297,991)
Total Revenues and Other Financing Sources	$ 5,494,488	$ 12,251,986	$ 6,757,498	$ 8,444,899	$ 3,807,087	$ 31,341,391	$ 37,877,992	$ 6,536,600	$ 35,719,115	$ 2,158,877
Expenditures										
Town Council	$ 11,096	$ 22,654	$ 11,558	$ 12,256	$ 10,398	$ 169,993	$ 147,740	$ (22,253)	$ 185,014	$ (37,274)
Executive	125,926	245,486	119,560	231,691	13,795	1,435,681	1,727,627	291,946	1,804,783	(77,156)
Economic Development	30,010	39,556	9,546	51,285	(11,729)	435,632	486,487	50,855	486,487	-
Human Resources	35,903	58,451	22,548	68,738	(10,287)	546,000	576,603	30,603	639,020	(62,417)
Communications and Community Outreach	52,459	144,602	92,143	158,616	(14,014)	563,834	810,923	247,089	939,738	(128,815)
Police	686,749	1,270,710	583,961	1,408,930	(138,220)	9,227,976	10,205,127	977,151	12,164,380	(1,959,253)
Municipal Judges	8,091	16,822	8,731	8,963	7,859	98,500	107,290	8,790	107,581	(291)
Municipal Court	36,417	50,486	14,069	53,939	(3,453)	464,778	496,733	31,955	500,485	(3,752)
Finance	67,422	128,574	61,152	132,680	(4,106)	1,003,117	1,124,229	121,112	1,172,916	(48,687)
Information Technology	211,845	265,285	53,440	358,465	(93,180)	1,877,745	2,023,994	146,249	2,216,299	(192,305)
Customer Service	18,202	32,151	13,949	35,269	(3,118)	250,564	252,364	1,800	300,141	(47,777)
Planning & Community Development	100,256	202,919	102,663	189,738	13,181	1,407,271	1,524,624	117,353	1,941,541	(416,917)
Building Safety	107,093	109,435	2,342	159,060	(49,625)	1,000,142	938,302	(61,840)	1,062,731	(124,429)
Project Management	63,081	95,389	32,308	110,875	(15,486)	786,837	780,659	(6,178)	826,707	(46,048)
Public Services	228,740	520,694	291,954	535,493	(14,799)	2,107,682	2,988,421	880,739	3,144,090	(155,669)
Town Wide	364,596	675,072	310,476	798,722	(123,650)	3,003,636	3,531,662	528,026	4,160,970	(629,308)
Total Expenditures	2,147,886	3,878,286	1,730,400	4,314,720	(436,434)	24,379,388	27,722,785	3,343,397	31,652,883	(3,930,098)
										-
Other Financing Uses										
Contribution to Fund Balance	-	-	-	-	-	-	-	-	26,635	(26,635)
Transfers Out to Capital Improvements Program Fund	-	3,266,049	3,266,049	3,266,049	-	2,638,407	3,266,049	627,642	4,039,597	(773,548)
Total Transfers	-	3,266,049	3,266,049	3,266,049	-	2,638,407	3,266,049	627,642	4,066,232	(800,183)
Total Expenditures and Other Financing Uses	$ 2,147,886	$ 7,144,335	$ 4,996,449	$ 7,580,769	$ (436,434)	$ 27,017,795	$ 30,988,834	$ 3,971,039	$ 35,719,115	$ (4,730,281)

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

	Month of June 2025					Year-to-Date through June 30, 2025 (Accrual through July 28, 2025)				
	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)
Revenues										
Stormwater Utility Fee	$ 13,733	$ 9,626	$ (4,107)	$ 13,202	$ (3,576)	$ 2,160,354	$ 2,484,854	$ 324,500	$ 2,076,862	$ 407,992
Licenses & Permits										
NPDES Plan Review Fee	9,575	6,750	(2,825)	8,091	(1,341)	117,655	92,998	(24,657)	99,420	(6,422)
NPDES Inspection Fee	30,450	15,750	(14,700)	26,293	(10,543)	329,100	334,000	4,900	284,175	49,825
Total Licenses & Permits	40,025	22,500	(17,525)	34,384	(11,884)	446,755	426,998	(19,757)	383,595	43,403
Total Revenues	53,758	32,126	(21,632)	47,587	(15,461)	2,607,109	2,911,852	304,743	2,460,457	451,395
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	1,693,828	(1,693,828)
Total Other Financing Sources & Tranfers In	-	-	-	-	-	-	-	-	1,693,828	(1,693,828)
Total Revenues and Other Financing Sources	$ 53,758	$ 32,126	$ (21,632)	$ 47,587	$ (15,461)	$ 2,607,109	$ 2,911,852	$ 304,743	$ 4,154,285	$ (1,242,433)
Expenditures										
Watershed Management	$ 118,508	$ 261,259	$ 142,751	$ 190,229	$ 71,030	$ 1,337,696	$ 1,610,273	$ 272,577	$ 2,147,267	$ (536,994)
Total Expenditures	118,508	261,259	142,751	190,229	71,030	1,337,696	1,610,273	272,577	2,147,267	(536,994)
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	235,058	148,606	(86,452)	1,251,293	(1,102,687)
Transfers Out to General Fund	-	-	-	-	-	335,866	465,411	129,545	459,675	5,736
Transfer Out to Debt Service	-	-	-	-	-	293,800	296,050	2,250	296,050	-
Contribution to Fund Balance	-	-		-	-	-	-		-	-
Total Transfers	-	-	-	-	-	864,724	910,067	45,343	2,007,018	(1,096,951)
Total Expenditures and Other Financing Uses	$ 118,508	$ 261,259	$ 142,751	$ 190,229	$ 71,030	$ 2,202,420	$ 2,520,340	$ 317,920	$ 4,154,285	$ (1,633,945)

Town of Bluffton
Budget and Actual - Capital Improvement Program Fund
For Period Ending June 30, 2025 (Accrual through August 24, 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	$ 3,905,903	$ 3,204,420	$ 937,796	$ 4,142,216	$ 236,313	94.3%
Total Economic Development	**3,905,903**	**3,204,420**	**937,796**	**4,142,216**	**236,313**	**94.3%**
Facilities						
Town Hall Improvements	50,507	-	64,887	64,887	14,380	77.8%
Squire Pope Carriage House	553,808	615,000	(9,387)	605,613	51,805	91.4%
Law Enforcement Center Facility Improvements	3,104	405,000	74,056	479,056	475,952	0.6%
Sarah Riley Hooks Cottage	65,682	1,411,432	45,115	1,456,547	1,390,865	4.5%
Town Facilities ADA Compliance Plan - NEW	-	100,000	-	100,000	100,000	0.0%
Total Facilities	**673,101**	**2,531,432**	**174,671**	**2,706,103**	**2,033,002**	**24.9%**
Housing						
Affordable Housing Project	560,792	1,478,480	120,735	1,599,215	1,038,423	35.1%
Total Housing	**560,792**	**1,478,480**	**120,735**	**1,599,215**	**1,038,423**	**35.1%**
Information Technology Infrastructure						
Community Safety Cameras Phase 6	98,695	195,000	37,210	232,210	133,515	42.5%
Network Improvements	114,722	241,000	(84,566)	156,434	41,712	73.3%
Total Parks	**213,417**	**436,000**	**(47,356)**	**388,644**	**175,227**	**54.9%**
Land						
Land Acquisition	82,232	2,959,387	2,497,715	5,457,102	5,374,870	1.5%
Total Land	**82,232**	**2,959,387**	**2,497,715**	**5,457,102**	**5,374,870**	**1.5%**
Parks						
Park Improvements	303,770	236,228	190,331	426,559	122,789	71.2%
Oyster Factory Park	63,388	433,048	55,000	488,048	424,660	13.0%
Oscar Frazier Park	501,940	112,000	532,967	644,967	143,027	77.8%
New Riverside Park/Barn Site	8,551,570	7,335,254	2,378,834	9,714,088	1,162,518	88.0%
New River Trail	84,482	2,460,430	99,221	2,559,651	2,475,169	3.3%
New Riverside Village Park	3,889	-	5,457	5,457	1,568	71.3%
Buckwalter Place Park Improvements	855,728	774,190	147,000	921,190	65,462	92.9%
Public Art	58,291	200,000	(269)	199,731	141,440	29.2%
Total Parks	**10,423,058**	**11,551,150**	**3,408,541**	**14,959,691**	**4,536,633**	**69.7%**
Roads						
Pathway Pedestrian Safety Improvements	74,857	532,418	19,247	551,665	476,808	13.6%
Calhoun Street Streetscape	80,557	434,008	13,617	447,625	367,068	18.0%
BIS Neighborhood Sidewalks & Lighting	19,727	-	20,000	20,000	273	0.0%
Wharf Street Lighting	-	-	244,560	244,560	244,560	0.0%
Boundary Street Lighting	-	-	23,224	23,224	23,224	0.0%
Boundary Street Streetscape	41,338	1,887,675	79,997	1,967,672	1,926,334	2.1%
Townwide Wayfinding Signage System	22,762	65,000	30,000	95,000	72,238	24.0%
Historic District Overhead Power Conversion	13,200	74,000	-	74,000	60,800	17.8%
Ghost Roads	200	377,412	11,989	389,401	389,201	0.1%
Total Roads	**252,641**	**3,370,513**	**442,634**	**3,813,147**	**3,560,506**	**6.6%**
Stormwater and Sewer						
Sewer Connections Policy	120,495	498,730	231,000	729,730	609,235	16.5%
Buck Island Sewer Phase 5	790,221	-	804,287	804,287	14,066	N/A
Historic District Sewer Extension Phase 4	1,761	575,760	(141,462)	434,298	432,537	0.4%
Historic District Sewer Extension Phase 5	7,141	523,920	(141,712)	382,208	375,067	1.9%
Historic District Sewer Extension Phase 6	1,724	646,200	(167,722)	478,478	476,754	0.4%
Bridge Street Streetscape	75,120	1,162,969	188,552	1,351,521	1,276,401	5.6%
Comprehensive Drainage Plan Improvements	130,992	676,400	(314,674)	361,726	230,734	36.2%
May River Action Plan Impervious Restoration/Water Quality Project	51,216	220,634	(29,741)	190,893	139,677	26.8%
Stoney Crest Campground/Old Palmetto Bluff Rd	175	1,100,000	-	1,100,000	1,099,825	0.0%
Pritchard Street Drainage Improvements	18,287	1,742,231	358,146	2,100,377	2,082,090	0.9%
Shults Road Drainage Improvements	-	272,888	-	272,888	272,888	0.0%
Total Stormwater and Sewer	**1,197,132**	**7,419,732**	**786,674**	**8,206,406**	**7,009,274**	**14.6%**
Total CIP Expenditures	**$ 17,308,276**	**$ 32,951,114**	**$ 8,321,410**	**$ 41,272,524**	**$ 23,964,248**	**41.9%**

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

	Month of June 2025					Year-to-Date through June 30, 2025 (Accrual through August 24, 2025)				
	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)
Revenues										
Property Taxes										
Real & Personal Property Tax (TIF)	$ 26,321	$ 6,918	$ (19,403)	$ 29,525	$ (22,607)	$ 4,191,952	$ 4,855,406	$ 663,454	$ 4,702,200	$ 153,206
GO Bond Debt Service Property Tax	8,325	13,547	5,222	6,988	6,559	523,719	549,285	25,566	439,620	109,665
Total Property Tax	34,646	20,465	(14,181)	36,513	(16,048)	4,715,671	5,404,691	689,020	5,141,820	262,871
Licenses & Permits										
Municipal Improvement District Fee	690	1,200	510	688	512	369,751	395,174	25,423	368,887	26,287
Interest Income	10,088	-	(10,088)	2,131	(2,131)	118,326	77,499	(40,827)	25,000	52,499
Miscellaneous Revenues	-	-	-	-	-	-	-	-	-	-
Total Revenues	45,424	21,665	(23,759)	39,333	(17,668)	5,203,748	5,877,364	673,616	5,535,707	341,657
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	293,800	732,654	438,854	4,916,459	(4,183,805)
Total Other Financing Sources & Tranfers In	-	-	-	-	-	293,800	732,654	438,854	4,916,459	(4,183,805)
Total Revenues and Other Financing Sources	$ 45,424	$ 21,665	$ (23,759)	$ 39,333	$ (17,668)	$ 5,497,548	$ 6,610,018	$ 1,112,470	$ 10,452,166	$ (3,842,148)
Expenditures										
Series 2014 TIF Bonds Debt Service										
Principal	$ -	$ -	$ -	$ -	$ -	$ 873,554	$ 896,386	$ 22,832	$ 896,386	$ -
Interest	-	-	-	-	-	58,127	35,295	(22,832)	35,295	-
Series 2022 TIF Bonds Debt Service										
Principal	$ -	$ -	$ -	$ -	$ -	$ 316,599	$ 327,553	$ 10,954	$ 327,553	$ -
Interest	-	-	-	-	-	324,334	313,380	(10,954)	313,380	-
Series 2020 GO Bonds Debt Service										
Principal	-	-	-	-	-	245,000	255,000	10,000	255,000	-
Interest	-	-	-	-	-	134,300	122,050	(12,250)	122,050	-
Series 2020A GO Bonds Debt Service										
Principal	-	-	-	-	-	155,000	165,000	10,000	165,000	-
Interest	-	-	-	-	-	138,800	131,050	(7,750)	131,050	-
Miscellaneous	-	-	-	-	-	-	-	-	50	(50)
Total Expenditures	-	-	-	-	-	2,245,714	2,245,714	-	2,245,764	(50)
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	179,058	714,304	535,246	1,246,268	(531,964)	1,179,058	4,364,304	3,185,246	8,206,402	(3,842,098)
Total Transfers	179,058	714,304	535,246	1,246,268	(531,964)	1,179,058	4,364,304	3,185,246	8,206,402	(3,842,098)
Total Expenditures and Other Financing Uses	$ 179,058	$ 714,304	$ 535,246	$ 1,246,268	$ (531,964)	$ 3,424,772	$ 6,610,018	$ 3,185,246	$ 10,452,166	$ (3,842,148)

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

FY2025

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
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	1,022,605
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	1,342,930
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	4,140,747
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	6,506,282

FY2024

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
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	1,030,150
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	1,597,500
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	3,788,036
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	6,415,686

FY2025 VS FY2024 (more / (less)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
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)	59,593
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)	(60,821)
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	101,049
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)	99,821

FY2023

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
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	1,175,700
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	1,577,800
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	2,730,300
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	5,483,800

FY2024 VS FY2023 (more / (less)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
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)	(2,116)
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	134,685
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)	461,826
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	594,396

Council Motion Recommendation

Consideration of an Ordinance Amending the Town of Bluffton Fiscal Year 2026 Budget to Provide for the Expenditures of Certain Funds; assign 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 – Second & Final Reading

"I move 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; assign 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

STAFF REPORT
Executive Department

MEETING DATE:	October 14, 2025
PROJECT:	Consideration of An Ordinance Authorizing an Economic Development Incentive Agreement between the Town of Bluffton and Spartina 449, LLC – Second and Final Reading
PROJECT MANAGER:	David Nelems, DRCI, Director of Special Projects

REQUEST:

Request for Town Council to first reading of an ordinance approving the execution and delivery of an economic development agreement for Spartina 449, LLC.

BACKGROUND:

The laws or Constitution of the State of South Carolina, 1895, as amended, empowers towns to enact ordinances related to the expenditure of public funds for public purposes and necessary for the Town to levy certain taxes and fees.

Town residential development has grown exponentially over the past decade. Commercial development has lagged the residential growth. Certain areas of the Town of Bluffton, notably west of Buckwalter parkway, are experiencing a void of commercial development in certain critical service industries. There also remains a lack of affordable housing to accommodate the demand for a diverse local workforce.

In September of 2023 the Bluffton Town Council adopted an Ordinance establishing an economic development incentives plan:

(i) To promote the redevelopment of existing buildings and infill development within the Incentive Areas;

(ii) To support the establishment of the categories of new businesses that the Council determines will significantly increase the overall commercial activity within the Town, provide the Town's residents with sufficient options within the Town rather than having to travel elsewhere; encourage tourists and those who reside in surrounding communities to make use of businesses within the Town; and increase property values within the Town as a whole; and

(iii) To develop the Incentive Areas into commercial spaces that match the Town's sense of place and contributes to the Council's overall priorities established within our Comprehensive and Strategic Plans; and

(iv) To support the development of affordable housing to encourage relocation of professionals working in one of the professions supported by the incentivized developments.

The intended use of the development must be for one or more of the following business purposes:

(i) healthcare, dental, home health, pharmaceutical retail, and similar ancillary uses;
(ii) childcare services;
(iii) affordable housing developments (separately or part of a larger project);
(iv) mixed use commercial and similar flex-use space;
(v) corporate headquarters; and
(vi) other uses, as may be determined by the Council, that are consistent with the Goals, and the Plans.

DISCUSSION:

DRCI received a grant request from Jordan Olson with Spartina 449, LLC. Spartina 449 is a locally founded company specializing in women's apparel and accessories, with a strong presence across the Hilton Head/Bluffton region and an expanding footprint along the Eastern Seaboard.

The company proposes the expansion of its headquarters within the Bluffton Village Town Center. The planned state-of-the-art facility will span approximately 14,100 square feet and serve as a modernized hub for operations, collaboration, and innovation.

This capital investment of $6,100,000 will create approximately 15 new jobs over the next five years, with an average pay of $40.71 per hour, contributing to Bluffton's economic development and local job growth.

Spartina 449 anticipates breaking ground in the fourth quarter of 2025, with the expansion designed to enhance sustainability, community engagement, and support for regional suppliers and tradespeople

The ordinance allows for grant awards equal to; up to 50% of all permitting fees, up to 100% of BJWSA capacity fees and up to 50% of business license fees for up to five years. The Council has additional discretion to grant additional grant amount if deemed necessary to advance the goals of the ordinance.

Staff have developed the following guide for determining eligible grant amounts based on the significance of qualifying development

New Jobs	or	Minimum Capital Investments	Eligible Grant Percentages		
			Permit Fees	BJWSA Capacity Fees	Business License Fees
5		$500,000	10%	20%	50% (1 Year)
10		$750,000	15%	30%	50% (2 Year)
15		$1,000,000	20%	50%	50% (3 Year)
20		$1,500,000	35%	75%	50% (4 Year)
25+		$2,000,000+	50%	100%	50% (5 Year)

Based on the size of the proposed project, the significant investment and potential new jobs, staff recommends the following grant percentages. It is recommended that <applicant>receive an economic development incentive grant equal to 50% of all town permitting and development fees, 100% of their BJWSA capacity fees and 50% of business license fees as it relates to the portion of the project dedicated for incentive eligible uses.

The estimated fees related to the development and estimated grant amounts are as follows:

Fee	Total	Year 1	Year 2	Year 3	Year 4	Year 5
Building Permit Fees	$ 38,994	$ 19,497				
Development Agreement Fees	-	-				
Stormwater Fees	3,000	1,500				
BJWSA Capacity Fee	40,000	40,000				
Business License Fee	54,196	27,098	27,098	27,098	27,098	27,098
	$ 136,190	**$ 88,095**	**$ 27,098**	**$ 27,098**	**$ 27,098**	**$ 27,098**
					Estimated Total 5 year Benefit	**$ 196,487**

The estimated benefit and net revenue to the Town over 5 years for the development are as follows:

Bluffton Taxes / Fees Estimate (5 Year Total)	Amount
Initial Building & Development Fees	$ 41,994
Property Taxes	$ 23,625
Business License Fees	270,981
Total Taxes & Fees	$ 336,600
Five Year Grant Total	$ 196,487
Net Revenue (Initial 5 Years)	**$ 140,112**

NEXT STEPS: The Town Council may approve the ordinance as submitted, approve with amendments, or deny approval of the ordinance.

ATTACHMENTS:

1. Ordinance
2. Grant Request Letter
3. Project Profile Worksheet
4. Site Plan
5. Motion

AN ORDINANCE OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH SPARTINA 449, LLC

WHEREAS, South Carolina law authorizes municipalities to take actions not inconsistent with the Constitution and general laws of the State, regarding any subject the municipality finds necessary and proper for the general welfare and convenience of the municipality, including to execute and deliver contracts, to assist in redeveloping blighted areas, and to expend public funds for economic development; and

WHEREAS, the Council has further determined that the Town should offer certain incentives to encourage private investment and recruit both small businesses and new employers to the Incentive Areas; and

WHEREAS, while the Incentives may benefit the Incentive Recipients (as defined herein), the primary beneficiary of the Incentives will be the Town and its citizens who shall realize the following benefits (the "Benefits"):

(i) Increased property values within the Incentive Areas and the Town as a whole;

(ii) Increased revenue from property taxes, business license fees, and permit fees;

(iii) Increased tourism and commercial activity within the Town as a whole; and

(iv) Meeting needs of the community residents by encouraging growth within targeted sectors to provide adequate services to Town residents; and

(v) Assist in providing access to a variety of affordable housing options; and,

WHEREAS, the Incentives, as provided for in an Incentive Agreement (as defined herein), shall be structured in such a way that the value of the Benefits to the Town will exceed the value to the Incentive Recipients; and

WHEREAS, the financial benefit of the Incentives to the Incentive Recipients will only be realized at such time as certain Benchmarks (as defined herein) are met or continue to be met. Should all the Benchmarks be accomplished, the Town believes that there is a high probability that the Benefits will be realized by the Town and that the value of the Benefits will exceed the value public funds expended on the Incentives; and

WHEREAS, Spartina 449, LLC ("Developer") owns real property (the "Property") in the Town of Bluffton, South Carolina (the "City") and to develop the Property; and

WHEREAS, on the Property, Developer intends (a) to invest six million , one hundred and six thousand dollars ($6,106,000.00) to construct fourteen thousand, one hundred (14,100) square feet of corporate headquarters (collectively, the "Development") located at 142, 144 and 148 State Street and (b) It is expected to create 15 jobs.

Average pay for jobs at this development will be $40.71/hour

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON,

SOUTH CAROLINA, AS FOLLOWS:

1. The City hereby authorizes the Town Manager to make minor corrections, execute, and deliver such documents as may be necessary or useful to affect the implementation of the Economic Development Agreement attached to this ordinance.

2. The Project Agreement, with whatever changes are (a) not materially adverse to the Town and (b) approved by the Town Manager (after advice of Town's counsel), is approved and is incorporated by reference in this Ordinance as if set forth fully in the Ordinance's body. The Town Manager's execution of the final Project Agreement shall be conclusive evidence of the Town's approval thereof.

3. The Town Manager is, acting alone, authorized to take whatever actions and execute and deliver whatever documents (including the Project Agreement) as either of them deems appropriate to affect this Ordinance's intent.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON SECOND READING.

This Ordinance was read and passed at first reading held on September 9, 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 held on _____, 2025.

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

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

Jordan Olson
Chief Financial Officer
Spartina 449, LLC
23 Johnston Way, Unit D
Bluffton, SC 29910
July 24, 2025

Town of Bluffton
20 Bridge Street
Bluffton, SC 29909

Dear Town of Bluffton,

I am writing on behalf of Spartina 449 to respectfully request your consideration for a grant to support the expansion of our company's headquarters, to be located in the heart of Bluffton, South Carolina. Originating in the Hilton Head/Bluffton area serving the women's apparel and accessories industry, our business has seen immense growth over the past sixteen years of existence. As our business continues to grow in both scope and scale, this strategic expansion is vital to our ability to meet increasing demand, foster innovation, and provide new employment opportunities within the Lowcountry region.

With storefront expansions underway across the Eastern Seaboard, the establishment of a centralized and modernized headquarters will enable us to streamline operations, improve cross-functional collaboration, and better serve our growing customer base. The proposed project includes the upfit of a state-of-the-art facility soon to be constructed in the Bluffton Village Town Center, designed with sustainability and community engagement in mind.

We are deeply committed to investing in our local economy. This expansion will result in the creation of approximately fifteen new jobs over the next five-year period and will provide long-term support for regional suppliers, tradespeople, and professional services. In seeking grant funding, we hope to offset construction and infrastructure costs associated with this significant development, thereby accelerating our timeline and broadening our community impact.

We would welcome the opportunity to discuss this project further and provide any additional information needed to support our request. Thank you for your time and consideration.

Warm regards,

Jordan Olson
CFO at Spartina 449, LLC

Project Profile Worksheet

Project Information

Company Name:	Spartina 449, LLC
Project Name:	Spartina HQ
Type of Project:	Expansion in SC
Type of Entity:	LLC
Type of Business:	Corporate HQ
NAICS or SIC Code:	458
Address:	23 Johnston Way, Unit C, Bluffton, SC 29910
Completed By:	Jordan Olson
Phone Number:	(334) 782-2990
Email Address:	jordanolson@spartina449.com
Date:	7/22/25

SOUTH CAROLINA DEPT. OF COMMERCE
LAUNCH TO LEGACY

Project Description - Please include the product/service and a brief description of the project including timing.

Spartina 449, LLC is looking to solidify its presense in the Bluffton community by establishing its national headquarters. Currently, Spartina operates from three separate buildings around the downtown Bluffton area with three retail store fronts within a 3 miles radius. Spartina 449 has been a pillar of the Bluffton community including local charity fundraising and community outreach while growing at a significant pace reaching close to $50M in revenue in about 15 years. As storefront expansions continue along the U.S. East Coast, establishing a centralized headquarters is essential to effectively manage and support the company's rapid growth.

Project Alternatives - Are other sites or project configurations under consideration? Please list other potential locations.

Some additional sites have been considered, including Savannah, GA and Charleston, SC.

Estimated Capital Investment	Year 1	Year 2	Year 3	Year 4	Year 5	
	2026	2027	2028	2029	2030	Total
Land Costs	$ 956,000	$ -	$ -	$ -	$ -	$ 956,000.00
Building - New Construction	$ 3,900,000	$ -	$ -	$ -	$ -	$ 3,900,000.00
Building - Purchase of Existing	$ -	$ -	$ -	$ -	$ -	$ -
Building - Renovations						
~Internal Renovations	$ -	$ -	$ -	$ -	$ -	$ -
~External Renovations	$ -	$ -	$ -	$ -	$ -	$ -
Building - Leasehold Improvements	$ 1,000,000	$ -	$ -	$ -	$ -	$ 1,000,000.00
Machinery & Equipment - New	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000.00
Machinery & Equipment - Used	$ -	$ -	$ -	$ -	$ -	$ -
Pollution Control Equipment	$ -	$ -	$ -	$ -	$ -	$ -
Total Capital Investment	**$ 6,106,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,106,000.00**

Estimated Net New Jobs at New Facility

Jobs are full time employees of the Company	By the end of the First Year of Operation		By the end of the Second Year of Operation		By the end of the Third Year of Operation		By the end of the Fourth Year of Operation		By the end of the Fifth Year of Operation	
	2026		2027		2028		2029		2030	
Employment Category	**New Full Time Jobs Created**	**Avg Hourly Wage**	**New Full Time Jobs Created**	**Avg Hourly Wage**	**New Full Time Jobs Created**	**Avg Hourly Wage**	**New Full Time Jobs Created**	**Avg Hourly Wage**	**New Full Time Jobs Created**	**Avg Hourly Wage**
Managerial		$ -		$ -		$ -	1	$ 86.54		$ -
Professional		$ -	1	$ 38.46		$ -		$ -	1	$ 38.46

Technical	1	$ 48.08		$ -		$ -	1	$ 57.69		$	
Sales		$ -	1	$ 38.46	1	$ 38.46	1	$ 38.46	1	$ 38.	
Clerical		$ -		$ -	1	$ 28.85		$ -	1	$ 28.	
Craftsman (skilled)		$ -	1	$ 40.87		$ -		$ -	1	$ 40.87	
Operators (semi-skilled)		$ -		$ -		$ -		$ -		$ -	
Laborers (unskilled)		$ -		$ -		$ -		$ -		$ -	
Service	1	$ 24.04		$ -	1	$ 24.04		$ -		$ -	
		$ -		$ -		$ -		$ -		$ -	Total New Jobs to SC
		$ -		$ -		$ -		$ -		$ -	
		$ -		$ -		$ -		$ -		$ -	
New Job Creation to Date and Avg. Weekly Wage	2	$ 36.06	3	$ 39.26	3	$ 30.45	3	$ 60.90	4	$ 36.66	15

Estimated Jobs Relocated to New Facility (Not included above)

Jobs are full time employees of the Company

Employment Category	Full Time Jobs	Avg Annual Wage
Sales	2	$ 48.08
Technical	1	$ 62.50
Total Transferred Jobs	3	$ 55.29

Estimated Utility Requirements (or increase if expansion):	
Water	$ 4,000.00
Sewer	$ 4,000.00
Electric	$ 310,000.00
Gas	TBD

Use of Port?	Yes, primarily SAV

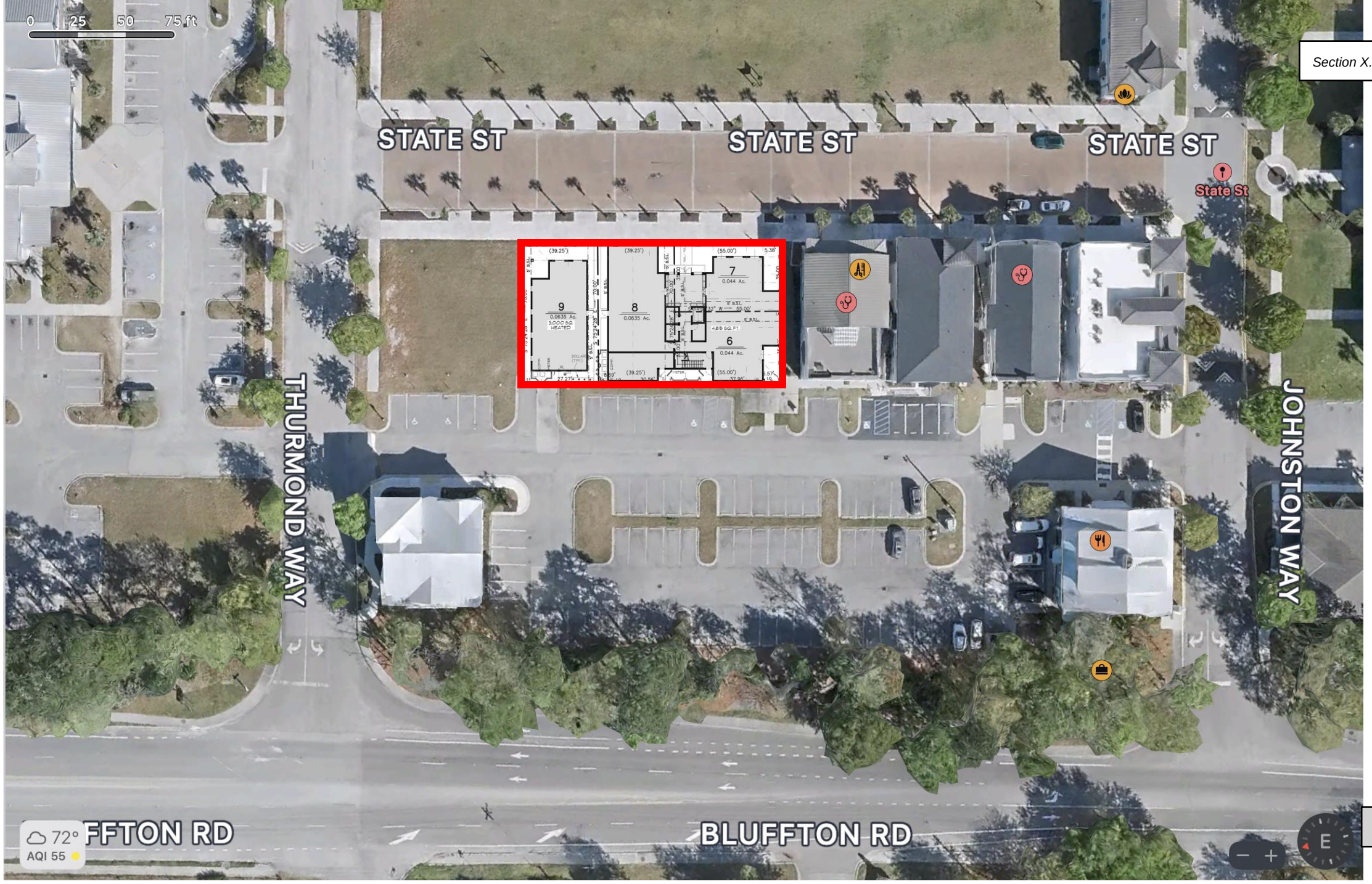
Estimated Business Activities:	
Annual Materials Purchased for Operations:	$27,000,000
Annual Number of Visitors to the Facility:	30
Avg Visitors Length of Stay:	4

Benefits - Please provide a brief description of the benefit package offered to employees in the area below. Please include percentage paid by employer.

Spartina 449 offers medical including an HSA option with contribution match up to ~$83/month (~60% funded by the company), dental, vision, basic life ($25K fully funded by company), voluntary term life, long term disability ($1K/mo fully funded by company), voluntary long term disability, and retirement funding (25% match of first 4% contributed by employee).

Briefly describe the financing structure for this project.

Currently, there are two financing options for this project. Option 1 is to fully self-fund the project and allocate a large part of overall CAPEX budget to the project. This option will temporarily stem the company's growth pattern, but should be realigned starting in 2027, depending on the market. Option 2 is to apply a bank loan to fund 80% of the project as a note payable over a floating or locked rate term. This option is still in exploration and details are premature.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STATE ST
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THURMOND WAY
JOHNSTON WAY
BLUFFTON RD
BLUFFTON RD
72°
AQI 55
9
0.0635 Ac.
3,000 SQ. FEET
8
0.0635 Ac.
7
0.044 Ac.
6
0.044 Ac.
4,818 SQ. FT.

STATE STREET ELEVATION - MAIN BUILDING (1 A.2.1)

SCALE: 1/4" = 1'-0"

HWY 46 ELEVATION - MAIN BUILDING (2 A.2.1)

SCALE: 1/4" = 1'-0"

pdg parkerdesigngroup
ARCHITECTS
843.757.5777 PDGATCHFIELD.COM
SC 29928

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A Corporate Office for:
Spartina 449
Lots 6,7,8 & 9 State Street
Bluffton, South Carolina

REVISIONS	DATE

DRAWN BY: WTP
CHECKED BY:
DATE OF ISSUE: 11/5/2024
SCALE:
JOB NO. 2222
SHEET: 1/4 ELEVATIONS
A.2.1

Recommended Motion

Consideration of An Ordinance Authorizing an Economic Development Incentive Agreement between the Town of Bluffton and Spartina 449,LLC – David Nelems, Director of Special Projects

“I make a motion to approve second and final reading of an Ordinance Authorizing an Economic Development Grant Incentive Agreement between the Town of Bluffton and Spartina 449, LLC of 14,100 square feet of Corporate Headquarters located at 142, 144 and 148 State Street”

TOWN COUNCIL

STAFF REPORT

MEETING DATE:	October 14, 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 – First 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.

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.

NEXT STEPS: Should Town Council approve or approve with conditions First Reading:

- Second and Final Reading – Thursday, November 13, 2025

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 hours and 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 _____, _____, 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..) 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 detectible 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~~A~~ll 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 twelve (12) hour period.

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 – First Reading

"I make a motion to approve First Reading of an Ordinance Amending the Town of Bluffton Code of Ordinances, Chapter 12 – Environment, Article 3 – Noise Control."

"I make a motion to approve First Reading of an Ordinance Amending the Town of Bluffton Code of Ordinances, Chapter 13 – Pubic Property, Article 2 – Public Park and Boat Landing Rules, Section 13-38 Oyster Factory Park."

TOWN COUNCIL

STAFF REPORT
Executive Department

MEETING DATE:	October 14, 2025
PROJECT:	Consideration of Public Art Committee Recommendation to Award the Public Art Commission at New Riverside Barn Park to Michael McLoughlin (Fiscal Impact of $65,000)
PROJECT MANAGER:	Chris Forster, MPA, CPFO, CGFM, Assistant Town Manager

RECOMMENDATION:

The Public Art Committee (PAC) voted unanimously to recommend the art commission designed by Mr. Michael McLoughlin titled Rabbit and Wren.

BACKGROUND:

The Public Art Committee was established in October 2023 to carry out the Council approved public art policy. The committee is responsible for making recommendations to Council on publicly funded public art or art to be placed on public property.

In May the PAC voted to create a Public Artist roster of pre-approved artists that may submit proposals on calls for public art. This Town of Bluffton artist roster consists of over 50 artists, local and national artists that work in a variety of mediums.

In Spring of 2025 the committee voted to put out a call for original pieces of work to be installed on Town property at New Riverside Barn Park.

DISCUSSION:

At the PAC meeting on July 29th, 2025, the committee reviewed proposals from ten artists. After a discussion the committee voted to proceed with requesting additional information from Mr. Michael McLaughlin. Mr. McLaughlin attended the August 26th, 2025, meeting and presented his background and proposal, and the committee voted unanimously to recommend his piece to Bluffton Town Council.

Mr. McLaughlin's piece is a bronze structure, approximately six feet in height, of a rabbit and wren in a playful stance. It will be placed on a concrete base in the ground, so it appears the artwork is flush with the ground.

Mr. McLaughlin, is based in Connecticut, but has been commissioned for several pieces of art around the country. As part of his research for our call for art, he visited Bluffton and met with members of the Bluffton Library, Bluffton Chamber of Commerce, Bluffton Historical Preservation Society and Audubon South Carolina. He based his proposal on animals native to the area and to complement the natural design of the recently constructed New Riverside Barn Park.

NEXT STEPS:

Approve, approve with conditions or deny the recommendation to award the commission to Michael McLaughlin.

Attachments:

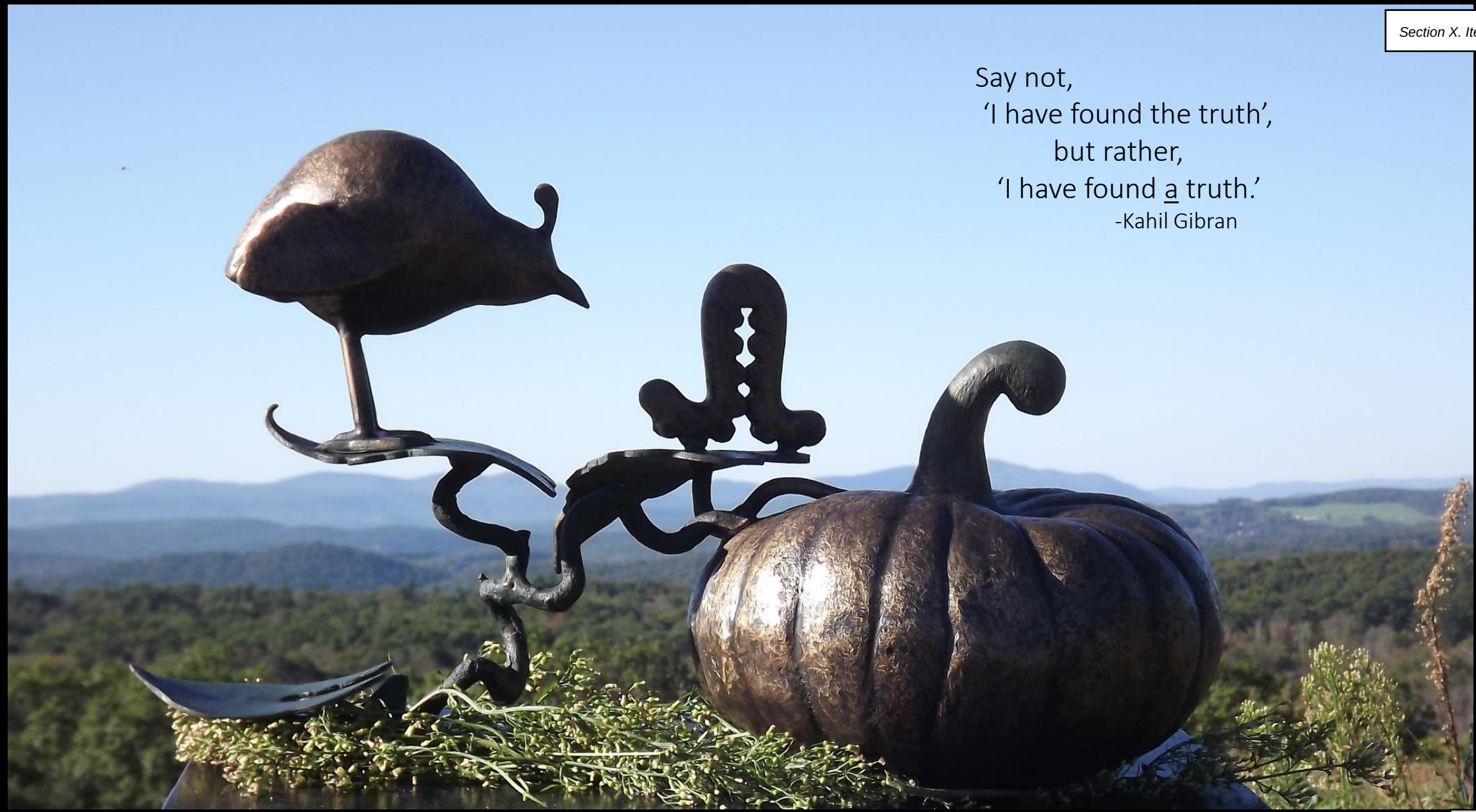
1. Recommended Art Proposal
2. Motion

Michael McLaughlin
Bronze Sculpture

“Gentle as a friend’s hand resting on my shoulder”…..

“This summer sunshine”

-Issa


Say not,
'I have found the truth',
but rather,
'I have found a truth.'
-Kahil Gibran

Nature offers us the ability to change the way we view our world.

All communities are composed of separate branches

But collectively,

We all belong to the same tree.

We as viewers should discover the unexpected, finding content that applies to another part of our lives and thus, the art becomes a co-creation.

“Joys come from simple and natural things:

Mists over meadows, sunlight on leaves,

The path of the moon over water.”

-Sigurd Olson

Before I begin,
I would like to express a very special **thank you** to the following for their generous help in my research and extra long list of questions!

The Bluffton Branch Library
The Greater Bluffton Chamber of Commerce
The Bluffton Historical Preservation Society
Audubon South Carolina

"Listen to the sounds around you.
It will teach you there are no soloists in nat
only myriad voices singing in infinite chorus."

The New Riverside Barn Park

The drawings contained within this sketchbook of concept proposals are intended to present the thought and sentiment I would strive to bring to YOUR unique sculpture/s

Sculpture is a journey we invent when we make it.

Bluffton, South Carolina

Home to

325 Bird species
116 Mammal inhabitants
Insects 12,500
Amphibians 142
Reptiles 118….

Pileated Woodpecker
Red, flying squirrels
Painted Turtle
Copperhead Snake

Black Bear
Brown Bat
Barn Owl
Leopard Frog
Beaver
So much inspiration!

“Rabbit and Wren”

(Made of bronze or aluminum)

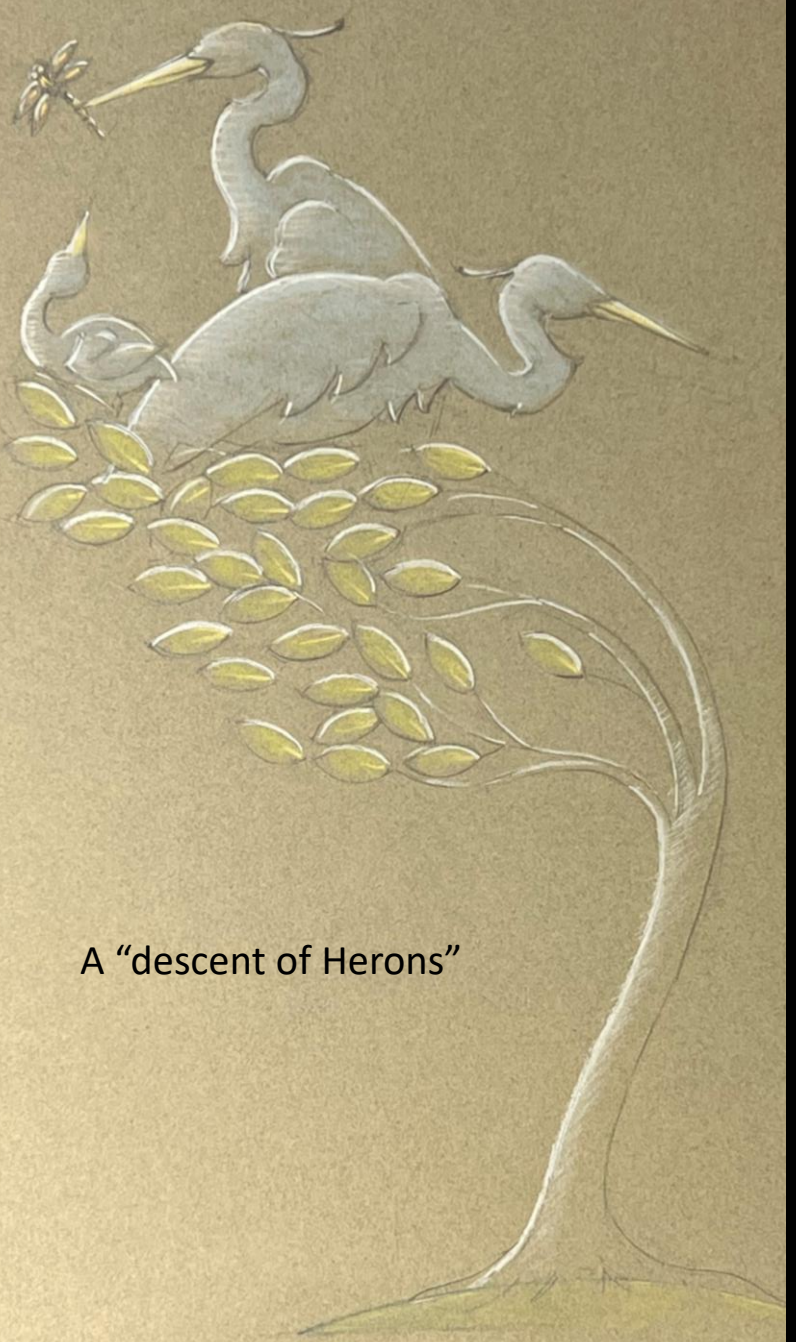
Total Height
6ft (bronze) or 7+ ft. (aluminum)

“The Conversation”

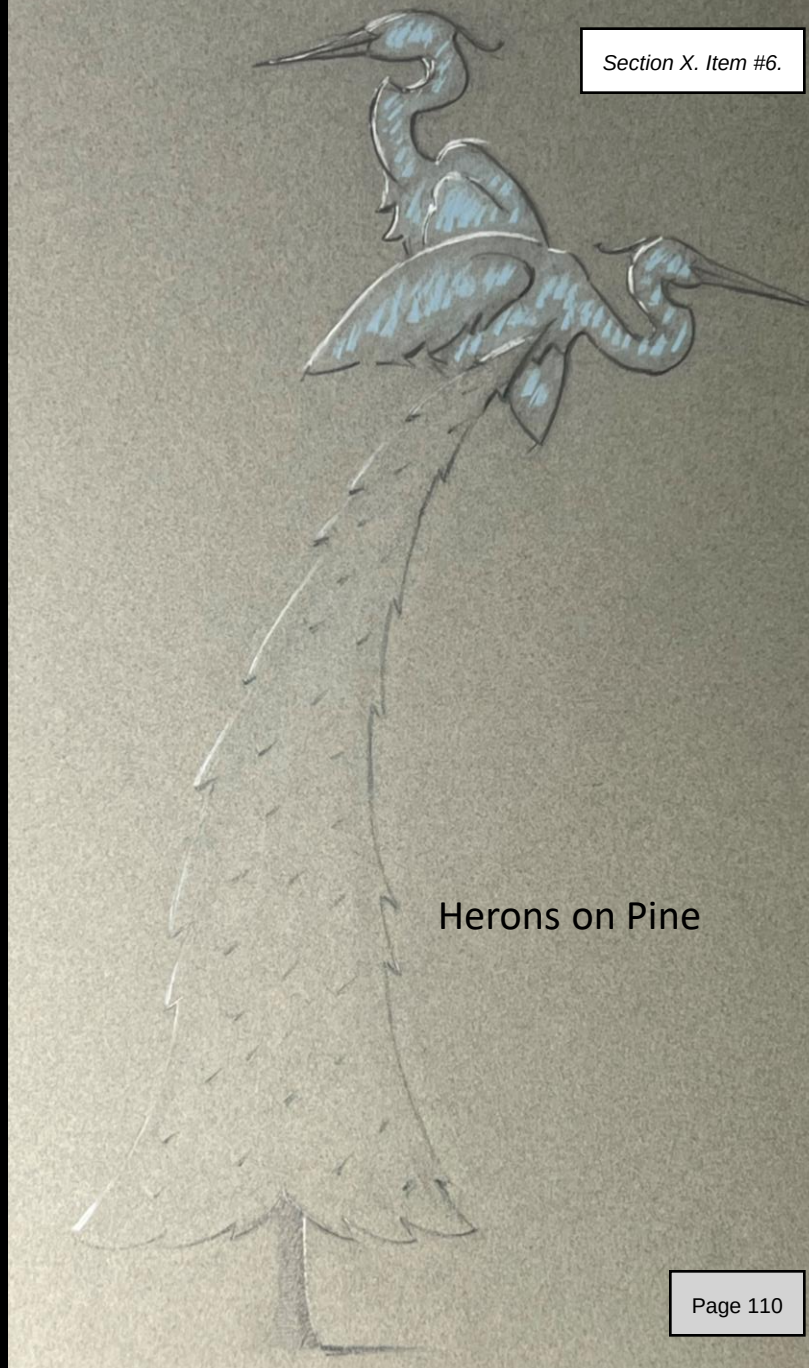
Snail & Grasshopper perched on fiddlehead ferns

Total Height
6ft (bronze) or 7+ ft. (aluminum)

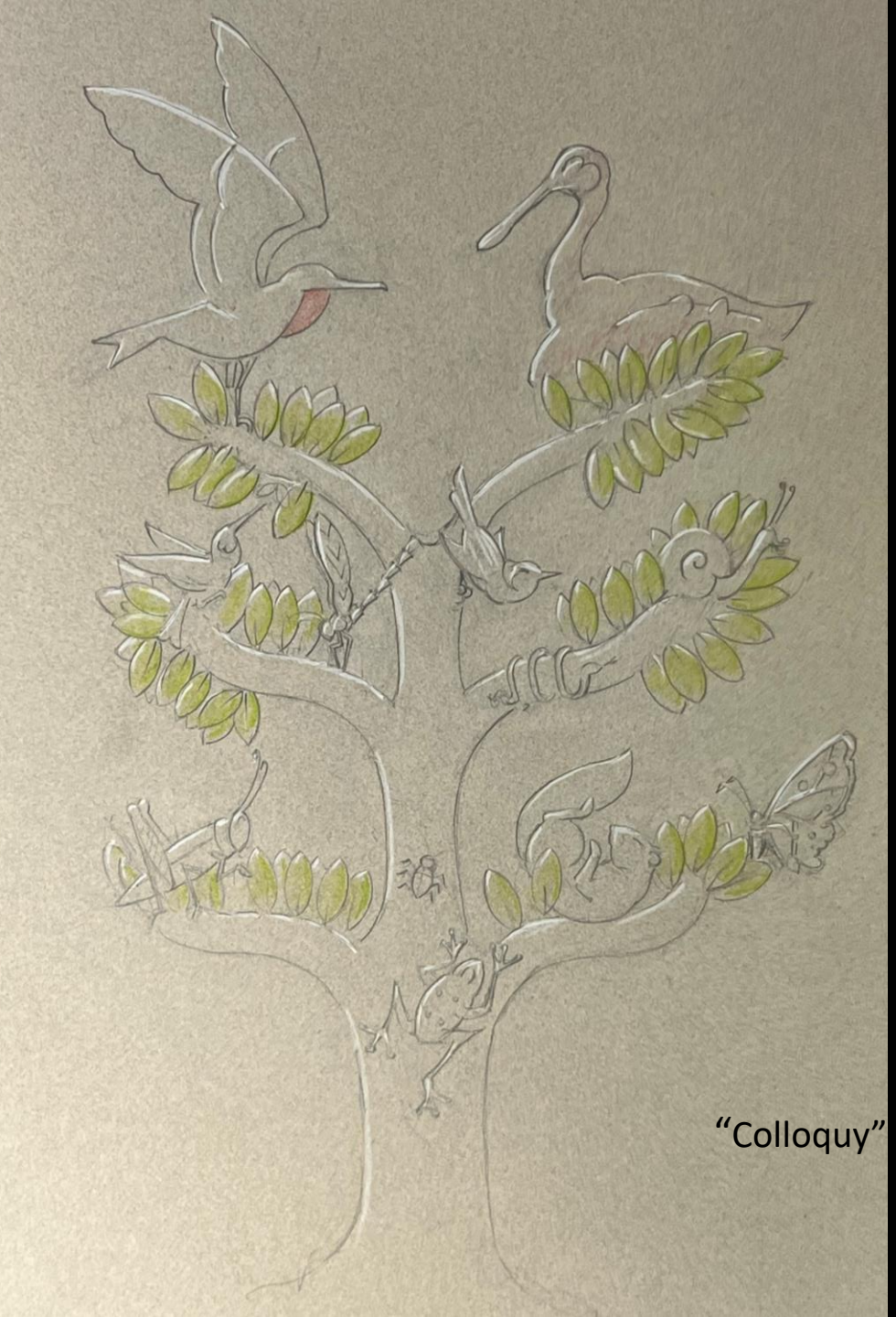
- The next few slides present a couple alternative concepts that could easily be developed further…..



A “descent of Herons”



Herons on Pine



“Colloquy”

“Community Informed Art”

I would like to convey that I am always very receptive to suggestions/recommendations

.

Some of the most joyous projects are a direct result of this important ingredient.

If there is a certain flora/fauna that is especially meaningful, I am happy to discuss! MM

Color and Maintenance

The choice of Patinas can suggest the graceful appearance of aged antiquity. It also has the ability to make bronze appear rich, bright & iridescent

Our unique applications of traditional & contemporary finishes require little to no maintenance.

3 coats of exterior UV protective are applied upon installation.

I come from a construction background.(USAF Combat Engineer) For the past 20 years I have applied this unique life experience to our artistic endeavors. As a result, I can always be found “hands-on” in every aspect of installation/s.

There are occasions when we are mandated by state and local ordinances to seek out and subcontract with qualified companies that can assist us in these endeavors. Like any contractor or home-owner, we strive to seek those companies that have the ability to communicate well, provide the highest quality and value for the service. (Good references, insurance and credentials).

BB-3.1

data sheet

Belmont

Everdur Silicon Bronze
Product 4951

With its pleasant color (and ability to accept a range of patinas) combined with good fluidity, low drossing, and a reasonable solidification range, Everdur Silicon Bronze is widely used in both industrial and creative applications. Everdur's balance of mechanical properties and corrosion resistance has led to its use in valve and pump parts, impellers, bells and a variety of other engineering applications. More recently, Everdur's excellent casting characteristics have resulted in it being the preferred Bronze for sculpture casting and in its wide acceptance for the jewelry caster as well.

Nominal Chemical Composition

Copper	95%
Silicon	4%
Manganese	1%

Typical Physical Properties

Unless otherwise stated, measured at room temperature, 68°F (20°C).

Property	U.S.	Metric
Melting Range (solidus/liquidus)	1550°F–1780°F	840°C–971°C
Pouring Range	1900°F–2250°F	1010°C–1235°C
Density	0.302 lbs/cu. in.	8.36 g/cu. cm.
Specific Gravity	8.36	8.36
Thermal Conductivity	16.4 Btu/ft./hr./sq. ft./°F	28 W/m/°K
Electrical Conductivity	6% IACS	6% IACS

Typical Mechanical Properties (test bar values – C80100)

Unless otherwise stated, measured at room temperature, 68°F (20°C).

Property	U.S.	Metric
Tensile Strength	55000 lbs/sq. in.	379 MPa
Yield Strength	25000 lbs/ sq. in.	172 MPa
Elongation in 2 in. (50 mm)	30%	30%
Brinell Hardness (500 kg. wt.)	85	85
Shear Strength	28000 lbs/sq. in.	190 MPa
Impact Strength Izod	33 ft. lbs	45 Joules

Continued

Belmont: *The Non Ferrous Specialists*

For maximum variety in non ferrous metals, alloys and shapes.
Custom shapes and compositions available.

Bronze?

Why "Silicon" Bronze in particular?

95% copper
4% silicon and
1% manganese.

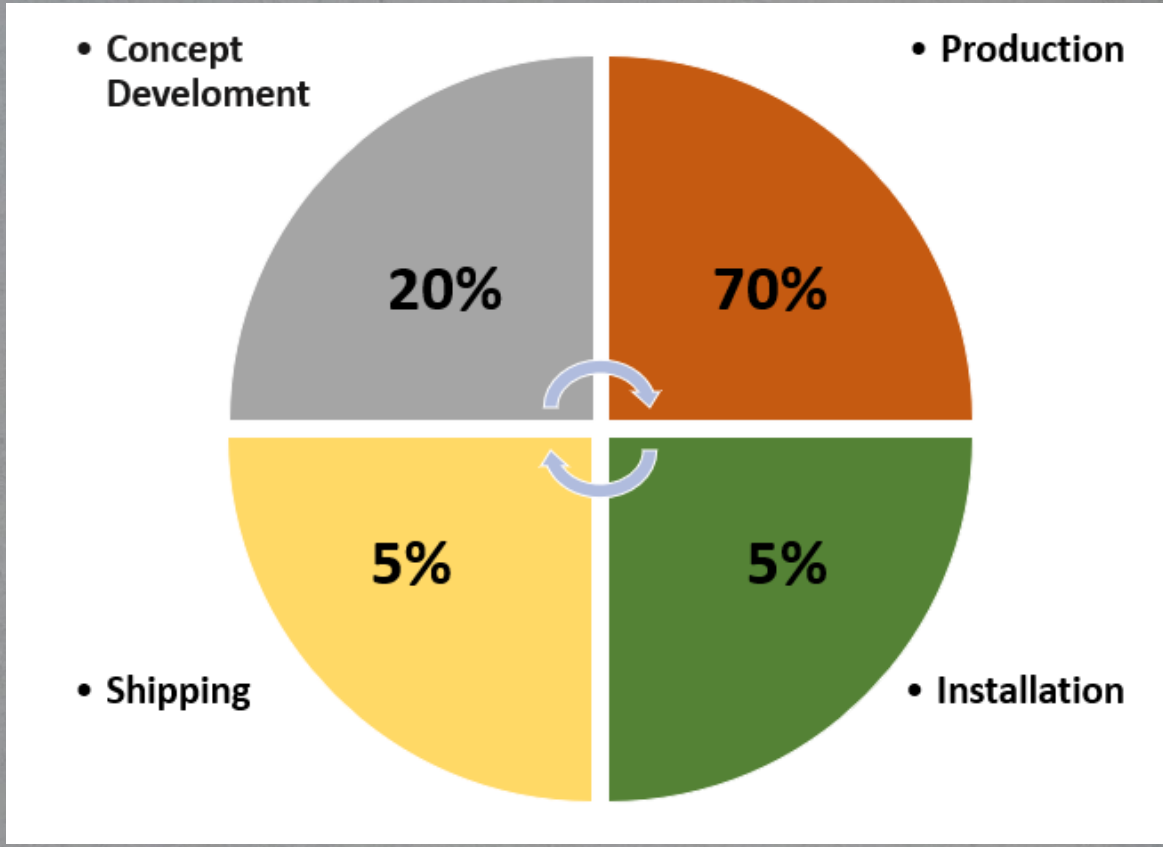
This "modern" alloy recipe was formulated early in the 20th C by metallurgists seeking to meet the high demand for better quality castings intended for industrial and marine applications.

It contains good structural quality, finishes nicely and accepts patinas readily. It especially offers a high resistance to corrosion!

For 20 years we have been fortunate enough to operate our own studio foundry.

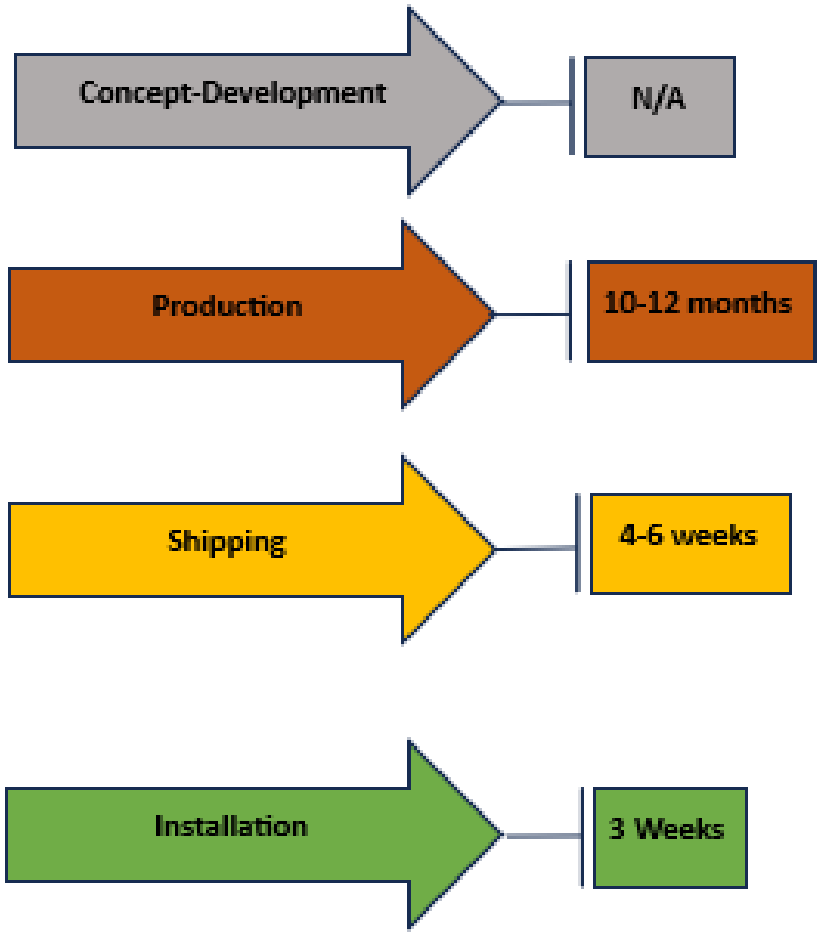
This important asset allow us to perform all stages of our creative and technical fabrications under one roof.

Project Budget



Patterns	$5,000.00
Insurance	$2,500.00
Foundry Costs	$30,000.00
Fabrication	$10,000.00
Delivery	$5,000.00
Installation	$6,000.00
Engineer	$1,500.00
Permitting	TBD
Incidentals	$875.00
Taxes (sales) 6.35%	$4,125.00
Total	$65,000.00

Project Time-line



Project Duration-10-12 Months

Concept & Development- Through the discussion and use of visual materials (drawings/models) the parameters of the project, ie. scale, placeme production schedule and projected requirements will be agreed upon. Administrative documentation is included

Production – The artist and team will create a full-scale prototype (plaster, clay wax or fiberglass) which will be delivered to the foundry for casting into the desired metal alloy. Upon completion there, the castings will be returned to the artist studio-workshop where fabrication, finishing and patina will be performed.

Shipping - Contracted freight handlers (or in some cases) the artist . Bonded, Insured DOT compliant

Installation- Due to the scale-weight of the art work, it may be necessary to contract licensed riggers with specialty equipment to assist in installation.

NB: Liability Insurance, permitting, engineering certificates, custom fees and incidentals are calculated in “production”. All requisite supplies, materials and associated costs for site clean up are included in “installation”

Thank you so much for the opportunity to present our work. I am very honored and grateful for your consideration. Please feel free to reach out at any time for further information .

https://www.Instagram.com/mjmsculpture

https://facebook.com/michaelmclaughlinbronzesculpture

https://www.youtube.com/@mjmsculpture

http://mjmsculpture.com/
Contact@mjmsculpture.com
860-459-7949

Michael McLaughlin
Bronze Sculpture

35 Apple Street
Torrington, CT 06790
Email: contact@mjmsculpture.com
(860) 459-7949
www.mjmsculpture.com

Professional References

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Mystic, CT 06355
mrf@riconnect.com

Maija McKnight
Public Arts Coordinator
Seattle, WA
maija.mcknight@seattle.gov

Cynthia Blazys
Torrington, CT
cblazys@hotmail.com

Lorre Broom
The Cooley Gallery
broom.lorre@gmail.com

Dan Meyers
Hillsborough County Architect
dlfmmyers@gmail.com

Reyna Ruiz
Former Community Liaison
City of Santa Cruz, CA
Reyna.m.ruiz@gmail.com

Crystal Birns
Former Public Art Director
City of Santa Cruz Redevelopment
cbirns@gmail.com

Darby Delsalle
Director of Planning and Zoning
Village of Palmetto Bay, FL
ddelsalle@palmettobay-fl.gov

Michael McLaughlin
Bronze Sculpture

35 Apple St.
Torrington, CT 06790
contact@mjmsculpture.com
(860) 459-7949

Curriculum Vitae

2007-13 Adjunct Art Teacher at Washington Montessori
2002-05 Apprenticed with sculptor Juan Andreu, Valen
2000-02 Teacher Intern at Old Saybrook High School
1995-99 Attended Lyme Academy of Fine Arts
1994-99 Historic Preservation Artist NEC Museum

Exhibitions and Commissions

2024 Harlinsdale Bridge, Franklin, TN
2023 Old Lyme Public Library
2022 City of Eden Prairie, MN Commission
2021 City of Newport Beach, CA Invitational
2020 Devereux Gardens Commission
2019 Seffner-Mango Community Park Commission, FL
2018 Chester Gallery
2017 Mirada Fine Art, Denver, CO
2017 Aviara Park Commission, Carlsbad, CA
2016 University of CT EVS Museum-Gallery
2016 Bushnell Plaza, Hartford
2015 New Britain Museum of American Art -Permanent Collection
2015 CT Governor's Invitational
2014 Village Hall Commission, Palmetto Bay, FL
2014 Eisenhauer Gallery, Martha's Vineyard, MA
2013 Piasio Commission, Princeton NJ
2013 Lea Hill Park Commission, Auburn, WA
2012 Mystic Aquarium Exhibit
2012 B&T Grounds for Sculpture
2011 Stojanovich Park Commission, Campbell, CA
2011 Slater Museum, Norwich CT
2010 Sills Commission, Watch Hill, RI
2010 Gleason Fine Art, Portland, ME
2009 Reeves-Reed Arboretum, Summit, NJ
2009 Haddad Gallery, Hudson, NY
2008 John Slade Ely House, New Haven
2008 Poets Park Commission, Santa Cruz, CA
2007 Duffy Elementary School Commission, Hartford, CT
2007 Lascano Gallery, Gt Barrington, MA
2006 Walton Rd Commission, Port St. Lucie, FL
2005 Sun Lakes Community Library, Sun Lakes, AZ
2005 CODA Gallery, Palm Desert, CA

Awards

2009 Weiss Sculpture Prize
2008 The Lynge Prize for Metal Sculpture
2005 The New Alliance Award

Attachment 2

Recommended Motion

Approval of Public Art Committee Recommendation to Award the Public Art Commission at New Riverside Barn Park to Michael McLoughlin (Fiscal Impact of $65,000)– Chris Forster, Assistant Town Manager

"I make a motion to Approve the Public Art Committee Recommendation to Award the Public Art Commission at New Riverside Barn Park to Michael McLoughlin**."**

TOWN COUNCIL

STAFF REPORT
Growth Management Department

MEETING DATE:	October 14, 2025
PROJECT:	Consideration of the Acceptance of Hilton Head Medical Center, LLC's ("Novant Health or Novant") 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 Southwest Corner of the Buckwalter Parkway and Lake Point Drive Intersection and Bearing Beaufort County Tax Map No. R600-029-000-2409-0000, and Referral to the Town of Bluffton Negotiating Committee if Deemed Necessary
PROJECT MANAGER:	Kevin P. Icard, AICP Director of Growth Management

REQUEST: Town Staff requests that Town Council consider the following:

1. Consideration of the Acceptance of Hilton Head Medical Center, LLC's ("Novant Health or Novant") 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 Southwest Corner of the Buckwalter Parkway and Lake Point Drive Intersection and Bearing Beaufort County Tax Map Nos. R600-029-000-2409-0000; and

2. Referral of the request to the Town of Bluffton Negotiating Committee if deemed necessary.

INTRODUCTION: On September 3, 2025, in accordance with Section 5-3-150 of the Code of Laws of South Carolina and the *Town of Bluffton Annexation Policy and Procedure Manual* ("Annexation Manual"), the property owner, Hilton Head Medical Center, LLC (also referred to as "Novant Health"), submitted a 100% Annexation Petition Application for the parcel totaling 1.58 acres located at southwest corner of the Buckwalter Parkway and Lake Point Drive intersection ("Property") into the Town of Bluffton's municipal boundary (Attachment 1).

Pursuant to the Annexation Manual, the Applicant will submit concurrent, Zoning Map Amendment application requesting the Property's incorporation into the Buckwalter Planned Unit Development ("Buckwalter PUD") should Town Council vote to accept the application. Additional concurrent applications include amendments to the Comprehensive Plan Future Land Use Map, Buckwalter PUD, Development Agreement, and Concept Plan to incorporate the property, add requested development rights, be placed into the Grande Oaks Land Use Tract, amend the current Parkway Corners Master

Plan and specify any additional terms. An application to amend the Town of Bluffton Comprehensive Plan Future Land Use Map will also be necessary.

Per the Annexation Manual, the initial step in the public review process is an initial briefing, or "intent to annex", to Town Council for general discussion of the request and its associated applications such as the appropriate zoning classification and possible negotiation items. At the conclusion of the discussion, Town Council votes on the approval of Intent to Annex of the Annexation Ordinance.

BACKGROUND: The Property contains approximately 1.58 acres located within Unincorporated Beaufort County as shown on the Vicinity Map (Attachment 2). The Property contains a stormwater detention pond that is installed at the time of the construction of the Buckwalter Parkway and is otherwise vacant.

The Property is zoned as Grande Oaks PUD and designated as part of the Village Commercial V-1 Land Use Tract as shown on the Grande Oaks Master Plan (Attachment 3) which allows a mix of residential and commercial uses such as:

1. Single Family Residential
2. Multi-Family Residential
3. Neighborhood Commercial
4. Bed and Breakfast
5. Commercial Lodging - Hotels, Motels, etc.
6. Hospitals
7. Conference Center
8. Drive Through Restaurants
9. Gasoline Service Stations
10. Office Use
11. Restaurants
12. Civic
13. Church
14. Storage

The immediately adjacent properties vary as to jurisdiction and zoning as follows:

Direction	Jurisdiction	Zoning District	Current Use
North	Town of Bluffton	Buckwalter Planned Unit Development	Grande Oaks II LLC - Parcel 12A-1 - Vacant
	Town of Bluffton	Buckwalter Planned Unit Development	Beaufort County – Buckwalter Parkway - Road Right-of-Way
South	Beaufort County	Grande Oaks Planned Unit Development	Beaufort County - Lake Point Drive - Road Right-of-Way
	Town of Bluffton	Buckwalter Planned Unit Development	Hilton Head Medical Canter LLC – No Address – Applicant's Property
East	Beaufort County	Grande Oaks Planned Unit Development	Beaufort County – Lake Point Drive – Road Right-of-Way

	Beaufort County	Grande Oaks Planned Unit Development	Grande Oaks II, LLC – No Address – Common Property
West	Town of Bluffton	Buckwalter Planned Unit Development	Hilton Head Medical Canter LLC – No Address – Applicant's Property

The Applicant proposes to annex into the Grande Oaks Land Use Tract within the Buckwalter PUD for the Property, which is similar to the existing Buckwalter Commons Land Use Tract, the most permissive land use designation which allows a broad mix of residential and commercial uses. A comparison of current Grande Oaks PUD and the Buckwalter PUD Grande Oaks Land Use Tract uses is provided as Attachment 4.

Novant recently purchased the adjacent properties to the west which are within the Town's jurisdiction and zoned as Buckwalter PUD and designated as part of the Grande Oaks Land Use Tract which follows the regulations set by the Buckwalter Development Agreement. They currently own the two parcel (Tax Map ID R610 029 000 2487 0000 & R600 029 000 2410 0000) which total 17.75 acres.

The proposed annexation would allow Novant to consolidate the properties to allow for more flexibility while creating continuity of jurisdiction, zoning, and development standards. Currently, the Property is subject to different zoning and development standards and requires review and approval by Beaufort County. If development of a site consisting of property within the Town and the proposed annexation Property were to occur today, the plans would have to adhere to different regulations and require the Town and Beaufort County's approval.

The Applicant's associated request for an amendment to the Buckwalter Development Agreement and Concept Plan will include the addition of development rights consisting of 1.58 acres of general commercial and no increase in residential dwelling units.

The Applicant has submitted preliminary development plans for the construction of a three-story 243,000 SF hospital with associated infrastructure.

The Town of Bluffton Comprehensive Plan Future Land Use Map (Attachment 5) shows the Property is designated as Suburban Living which is defined as:

> *The Suburban Living category is intended to include low-density single-family neighborhoods. Much of this category includes portions of large Planned Unit Developments that are under active construction or are built-out. Allowable density is up to three dwelling units per acre and must be at least one dwelling unit per acre. Community amenities such as trails, parks, and centralized swimming pools are encouraged.*

To permit the uses allowed within the Buckwalter Commons Land Use Tract, the future land use designation will need to be changed to Neighborhood Center which is defined as:

*The **Neighborhood Center** category is intended to guide emerging neighborhood-focused retail clusters throughout the community. These centers, such as Buckwalter Place, provide the opportunity for residents to be within walking distance of grocers, restaurants, retailers, and medical offices. These centers help establish neighborhood identity and are best served when supported by a mix of middle housing and single-family residences within walking or biking distance. These centers are best designed to provide automobile access within a pedestrian-oriented environment. Inclusion of public green space is encouraged.*

Neighborhood centers are based on the same foundation as the Town Center, to create a pedestrian-oriented environment, but the overall design is open for interpretation / adaptation to localized design guidance. Plentiful pedestrian connections ensure long-term health of the neighborhood and anchors the community around the public spaces within the neighborhood center. While neighborhood-serving commercial uses are predominant within the designation, appropriately scaled commercial office space is encouraged to strengthen the mix of uses within the overall community.

Development within the district is pedestrian scaled. Buildings up to three stories are appropriate so long as they are properly buffered and screened from any lower intensity uses in the area. Out-lot parcel development should address the street, and parking should be consolidated to the greatest extent possible to enhance the pedestrian environment.

The Town of Bluffton Comprehensive Plan Figure 7.7 – Growth Framework (Attachment 6) shows the Property within a Town Center Node which the Unified Development Ordinance, Section 6.1.2.C defines as:

Located in the most intensely developed areas or those areas to be intensely developed, Town Centers consist of compact, complete, and highly connected neighborhoods that support a larger, most intense mixed-use development condition. Buildings within the Town Center are usually larger, attached, and may be up to five stories in height.

Lastly, all future development of the Property would be required to be reviewed through the applicable Town of Bluffton planning processes including an Initial Master Plan, Development Plan review and Building Permits.

SCHEDULE: The proposed schedule for the applications is provided as Attachment 7.

ATTACHMENTS:

1. Application Submittal
2. Vicinity Map
3. Grande Oaks PUD Master Plan Map and Text
4. Land Use Comparison

5. Town of Bluffton Comprehensive Plan Future Land Use Map
6. Town of Bluffton Comprehensive Plan Growth Framework Map
7. Draft Schedule
8. Proposed Motion

TOWN OF BLUFFTON
ANNEXATION APPLICATION

Growth Management Custome
20 Bridge Street
Bluffton, SC 29910
(843)706-4500
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant	Property Owner
Name: Hilton Head Medical Center, LLC	Name: Hilton Head Medical Center, LLC
Phone: 704-316-4351	Phone: 704-316-4351
Mailing Address: 25 Hospital Center Blvd, Hilton Head, SC 29926	Mailing Address: 25 Hospital Center Blvd, Hilton Head, SC 29926
E-mail:	E-mail: mhstiene@novanthealth.org
Town Business License # (if applicable):	

Project Information

Project Name: Novant Health Bluffton Medical Center	Acreage: 1.58
Project Location: Buckwalter Parkway	
Existing Zoning: Grande Oaks PUD within Beaufort Co.	Proposed Zoning: Buckwalter PUD within Town of Bluffton
Tax Map Number(s): R600 029 000 2409 0000	
Project Description: Expansion of parking for proposed Novant Hospital, near the intersection of Bluffton Pkwy and Buckwalter Pkwy.	

Select Annexation Method (see Annexation Policy and Procedures Manual):

☑ 100 Percent Petition and Ordinance Method ☐ 75 Percent Petition and Ordinance Method ☐ 25 Percent Elector Petition and Election Method

Minimum Requirements for Submittal

☑ 1. Completed Annexation Petition(s).
☑ 2. Mandatory Application Check-In Meeting scheduled.
☑ 3. Narrative per the attached Annexation Application Checklist.
☑ 4. Parcel Information per the attached Annexation Application Checklist.
☑ 5. Concurrent Applications per the attached Annexation Application Checklist.
☑ 6. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.

Note: **A Pre-Application Meeting is required prior to Application submittal.**

Disclaimer: **The Town of Bluffton assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.**

I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.

Property Owner Signature: DocuSigned by: Matt Stiene 9BCFAC883516459... Date: 08/28/2025 | 1:15:42 PM EDT

Applicant Signature: DocuSigned by: Matt Stiene 9BCFAC883516459... Date: 08/28/2025 | 1:15:42 PM EDT

For Office Use

Application Number:	*Date Received:*
Received By:	*Date Approved:*

TOWN OF BLUFFTON
ANNEXATION APPLICATION
PROCESS NARRATIVE

The following Process Narrative is intended to provide Applicants with an understanding of the respective application process, procedures and Unified Development Ordinance (UDO) requirements for obtaining application approval in the Town of Bluffton. While intended to explain the process, it is not intended to repeal, eliminate or otherwise limit any requirements, regulations or provisions of the Town of Bluffton's UDO. The Town of Bluffton's Mission and Vision Statements help navigate staff to ensure that the goals outlined by Town Council are being met. As each project is being reviewed, Town staff will use the Mission Statement, Vision Statement, The Covenant for Bluffton and the current Strategic Plan to guide their review. Compliance with these procedures will minimize delays and assure expeditious application review.

Consistent with South Carolina law, the Town of Bluffton regards annexation as a voluntary process and does not initiate annexation. Annexation of privately owned property is authorized in the following methods:

1. 100 percent freeholder petition and ordinance method [§5-3-150(3)];
2. 75 percent freeholder petition and ordinance method [§5-3-150(1)]; and
3. 25 percent elector petition and election method [§5-3-300 to 5-3-315].

Step 1. Pre-Application Meeting	**Applicant & Staff**
Prior to the filing of an Annexation Application, the Applicant is required to consult with the UDO Administrator or their designee at a Pre-Application Meeting for comments and advice on the appropriate application process and the required procedures, specifications, and applicable standards required by Town of Bluffton applicable ordinances.	
Step 2. Application Check-In Meeting	**Applicant & Staff**
Upon receiving input from Staff at the Pre-Application Meeting, the Applicant shall submit the Annexation Application and required submittal materials during a **mandatory** Application Check-In Meeting where the UDO Administrator or designee will review the submission for completeness. Call 843-706-4500 to schedule.	
Step 3. Review by UDO Administrator	**Staff**
If the UDO Administrator or designee determines that the Annexation Application is complete, the application shall advance as prescribed in the Town of Bluffton's Annexation Policy and Procedure Manual.	

100 Percent Petition Form

TO THE MAYOR AND COUNCIL OF THE TOWN OF BLUFFTON:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory into the Town by ordinance effective as soon hereafter as possible, pursuant to S.C. Code Ann. § 5-3-150(3).

The territory to be annexed is described as follows:

The property is designated as follows on the County tax maps: R600 029 000 2409 0000

It is requested that the property be zoned as follows: Buckwalter PUD within the Town of Bluffton

DocuSigned by:
Matt Stiene
Signature

05/28/2025 | 2:55:13 PM EDT
Date

Matthew H. Stiene
Print Name

2085 Frontis Plaza, Winston Salem, NC 27103
Street Address, City, Zip

==========

FOR MUNICIPAL USE:

Petition received by _____, Date _____

Description and Ownership verified by _____, Date _____

Recommendation: _____

By: _____, Date _____

RESOLUTIONS OF
THE BOARD OF TRUSTEES OF NOVANT HEALTH, INC.
GRANTING SIGNATURE AUTHORITY

June 20, 2022

The undersigned, on behalf of Novant Health, Inc., a North Carolina not-for-profit corporation ("Novant Health"), hereby certifies that the following is a true and correct copy of the resolutions duly adopted at a meeting of the Board of Trustees (the "Board") duly held and convened on the date hereof, at which a quorum of the Board was present and voting throughout, and that such resolutions have not been modified, rescinded, or revoked, and are at present in full force and effect.

Signature Authority for Certain Tax and Real Property Matters

WHEREAS, various employees of Novant Health provide tax, real property, and related administrative support and compliance services for Novant Health and its wholly and partially-owned, direct and indirect subsidiaries ("Affiliates");

WHEREAS, the Board desires explicitly to grant signature authority to certain Novant Health employees for the purposes of approving, executing, and filing various tax reports, statements, returns, and similar documents with federal, state, and local tax authorities on behalf of Novant Health and any of its Affiliates as may be required or appropriate; and

WHEREAS, the Board desires explicitly to grant signature authority to certain Novant Health employees for the purposes of approving, executing, and filing any and all real property related agreements, documents, certificates, and instruments on behalf of Novant Health and any of its Affiliates as may be required or appropriate, including without limitation, all purchase, sale, lease, environmental, regulatory, property management, and financing related agreements, documents, certificates, instruments, and such further ancillary documents reasonably related thereto.

NOW, THEREFORE, BE IT RESOLVED, that, after careful consideration of the facts and circumstances, the Board does hereby grant signature authority to: (i) the Chief Financial Officer, the Vice President of Tax, and the Director of Tax (or to similar titles for equivalent positions, as titles may change) for the purposes of approving, executing, and filing various tax reports, statements, returns, and similar documents with federal, state, and local tax authorities on behalf of Novant Health and any of its Affiliates as may be required or appropriate; and (ii) the Senior Vice President of Construction and Facilities and the Senior Vice President of Finance (or to similar titles for equivalent positions, as titles may change) for the purposes of approving, executing, and filing any and all real property related agreements, documents, certificates, and instruments on behalf of Novant Health and any of its Affiliates as may be required or appropriate, including without limitation, all purchase, sale, lease, environmental, regulatory, property management, and financing related agreements, documents, certificates, instruments, and such further ancillary documents reasonably related thereto; and

FURTHER RESOLVED, that all actions heretofore taken by or on behalf of Novant Health or any of its Affiliates with respect to the foregoing resolutions and all other matters contemplated thereby, are hereby in all respects, approved, adopted, ratified, and confirmed.

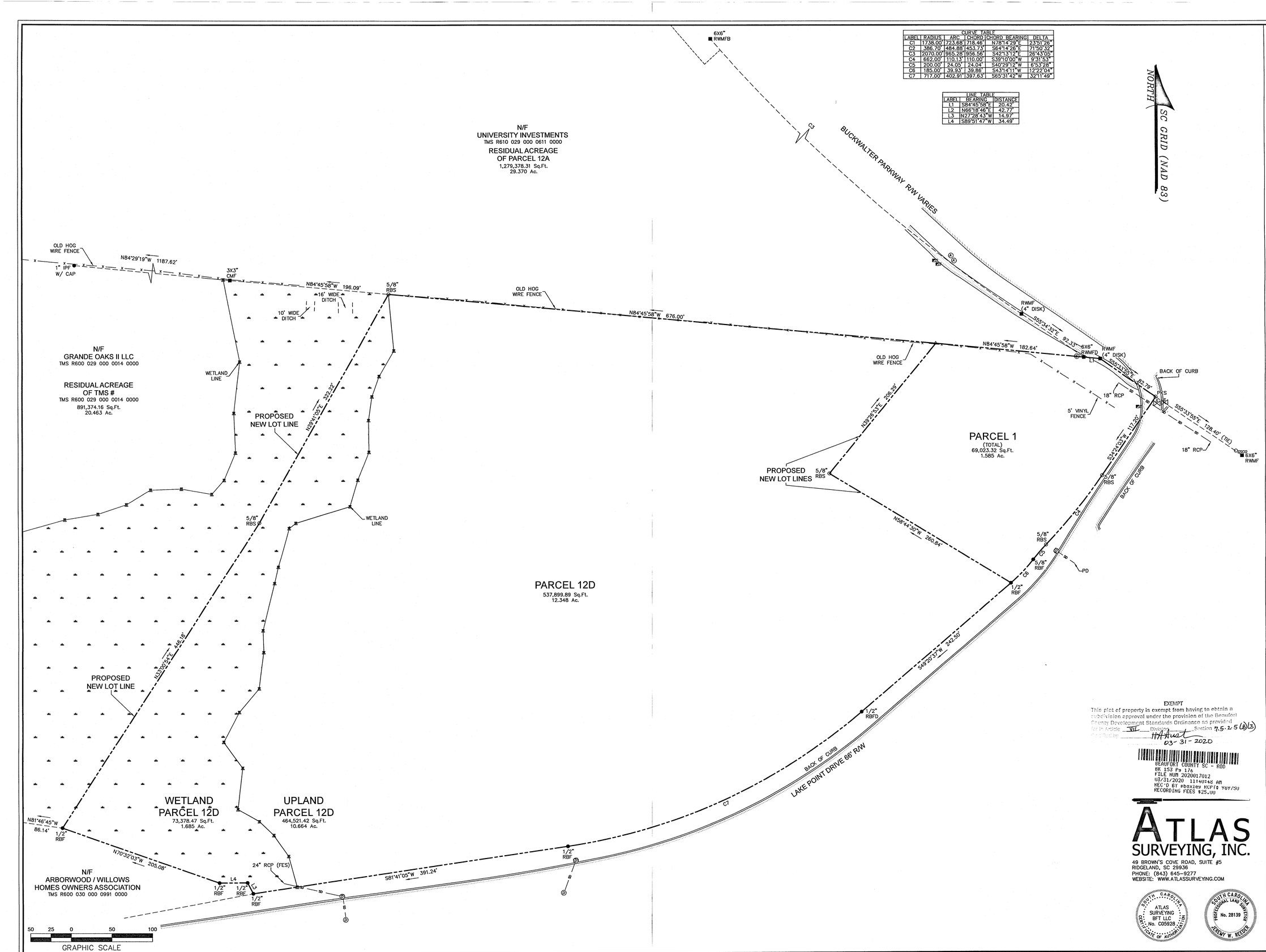
[SIGNATURE PAGE FOLLOWS]

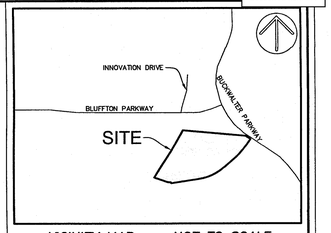
THIS IS TO CERTIFY, that the above resolutions of the Board of Trustees of Novant Health, Inc. were duly adopted by the Board of Trustees at a meeting duly called and held on the date first written above.

By: _____

Name: Robert M. Barr, MD

Title: Chair





VICINITY MAP NOT TO SCALE

LEGEND

△		CALC POINT – CORNER NOT SET
CMF	■	CONC. MONUMENT FOUND
IPF	●	IRON PIPE FOUND
RWMF	■	RIGHT–OF–WAY CONC. MONUMENT FOUND
RWMFD	■	R.O.W. CONC. MONUMENT FOUND DISTURBED
RBS	○	5/8" IRON REBAR SET
PKS	○	PK NAIL SET
	Ⓐ	AIR RELEASE VALVE MANHOLE
	SS	SANITARY SEWER VALVE MARKER
	⋈	SANITARY SEWER VALVE
	Ⓓ	STORM DRAIN MANHOLE
	⁂	WETLAND FLAG
		WETLANDS
SD		UNDERGROUND DRAINAGE LINE
		EDGE OF PAVEMENT

NOTES

1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE C, FIRM PANEL 0085–D COMMUNITY 450025.
2. HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE GRID (NAD 83).
3. WETLAND DELINEATION IS PER REFERENCE #4.
4. RESIDUAL ACREAGE OF PARCEL 12A WAS CALCULATED PER REFERENCES #1 & #2.
5. RESIDUAL ACREAGE OF TMS #R600 029 000 0014 0000 IS PER REFERENCE #4.

REFERENCES

1. PB:134 PG:147
2. PB:109 PG:198
3. DB:2278 PG:1264
4. A BOUNDARY SURVEY OF TMS# R600–029–000–0014, 34.356 AC, BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SC. DATE: 4/8/2019 FROM COASTAL SURVEYING CO. INC.

EXEMPT

This plat of property is exempt from having to obtain a subdivision approval under the provision of the Beaufort County Development Standards Ordinance as provided for in Article VII Division 1 Section 7.5.25 (b)(2) as certified by HAHurst 03-31-2020

BEAUFORT COUNTY SC - ROD
BK 153 Pg 176
FILE NUM 2020017012
03/31/2020 11:40:48 AM
REC'D BY Bradley Kopfe YGY/SU
RECORDING FEES $25.00

ATLAS SURVEYING, INC.
49 BROWN'S COVE ROAD, SUITE #5
RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM

ATLAS SURVEYING BFT LLC No. C05928 — SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 28139 JEREMY W. REEDER

PREPARED FOR:
UNIVERSITY INVESTMENTS, LLC.

A SUBDIVISION PLAT OF

PARCEL 12A &
TMS# R600 029 000 0014 0000

TAX PARCEL No.'s
R610 029 000 0611 0000 &
R600 029 000 0014 0000

THE TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK:	NCH
FIELD CHECK:	JWR
DRAWN BY:	TDJ
DATE:	03-09-2020
SCALE:	1"=50
PROJECT No.:	BFT-19265
FILE:	BFT-19265 SUB5.DWG

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

JEREMY W. REEDER
S.C.P.L.S. No. 28139
NOT VALID UNLESS DRAWED WITH SEAL

BEAUFORT COUNTY SC - ROD
BK 4419 Pgs 1031-1036
2025015014 R
04/03/2025 02:21:56 PM
RCPT# 1200726
RECORDING FEES 15.00
County Tax County 1,072.50
State Tax State 2,535.00

ADD DMP Record 4/25/2025 11:22:34 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R600	029	000	2409	0000	00

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE
(SPECIAL WARRANTY DEED)

KNOW ALL MEN BY THESE PRESENTS, that **Grande Oaks II, LLC, a South Carolina limited liability company**, hereinafter referred to as "Grantor," in the State aforesaid, for and in consideration of the sum of NINE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 ($975,000.00) to Grantor in hand paid by

Hilton Head Medical Center, LLC, a South Carolina limited liability company
c/o Novant Health, Inc.
3334 Healy Drive
Winston-Salem, NC 27103

hereinafter referred to as "Grantee," the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions set forth in the legal description below, unto the said Grantee, the following described property:

See Exhibit "A" attached hereto and made part hereof.

This being a portion of the same property conveyed to the within Grantor by Deed from Robertson Real Estate Partnership dated September 14, 2011, recorded October 25, 2011 in Deed Book 3093 at Page 104 in the Beaufort County Records.

This Deed was prepared by Law Offices of Burr & Forman LLP, Post Office Drawer 3, Hilton Head Island, SC 29938 by Walter J. Nester, III without the benefir of title examination.

THIS CONVEYANCE IS MADE SUBJECT TO those matters identified in Exhibit "B" attached hereto and by this reference made a part hereof (the "**Permitted Title Exceptions**").

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned, unto the Grantee its successors and assigns forever.

PIN # R600 029 000 2409 0000, R610 029 000 2468 0000

AND Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns, against Grantor and its successors and assigns, and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

[Signatures on Following Page]

WITNESS my Hand and Seal this 31 day of March, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

(2) _____
Signature of 1st Witness
Print Name: ROBERT J LABERTA

(3) _____
Signature of 2nd Witness/Notary Public
Print Name: Thais Farias

Grande Oaks II, LLC, a South Carolina limited liability company

(1) _____(SEAL)
By: Pamela Robertson Murk
Its: Manager

STATE OF Maryland)
)
COUNTY OF Montgomery)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Pamela Robertson Murk, Its Manager duly authorized officer of Grantor, by and on behalf of the Limited Liability Company personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 31 day of March, 2025.

THAIS E FARIAS
Notary Public-Maryland
Montgomery County
My Commission Expires
October 06, 2026

(4) _____
Notary Public for Maryland
Print Name: Thais Farias
My Commission Expires: October 06, 26

Instructions for Execution of Deed
(Please Follow Carefully - and Use Blue Ink Only)

A. Authorized corporate officer(s) sign on line numbered (1), indicating their title.

B. Two (2) disinterested Witnesses sign on lines numbered (2) and (3). Notary may be one of the witnesses.

C. Notary Public signs on line numbered (4) and affixes seal and expiration date.

EXHIBIT "A" TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1

ALL that certain piece, parcel or tract of land, situate, lying and being in Beaufort County, South Carolina and being designated as New Parcel 12A-1 as shown on that certain plat prepared by Atlas Surveying, Inc., Jeremy W. Reeder, SCPLS No. 28130, dated December 17, 2020, and recorded in the Beaufort County Records in Plat Book 156 at Page 23, in the Register of Deeds for Beaufort County, South Carolina.

Parcel 2

A PORTION OF:

All that certain piece, parcel or tract of land containing 232 acres, more or less, as shown on the Plat prepared by Rod C. Spann, R.L.S., dated November 4, 1985, and recorded in the Offices of the Clerk of Court for Beaufort County, in Plat Book 33 at Page 165. Said property being bounded and described as follows: Beginning at a point in the Northwestern most corner of the property proceeding in an Easterly direction for 5,049.94' feet, more or less, then turning South for an approximate distance of 1,667.56' feet, then turning in a Westerly direction for distance for 3,069.68' feet, more or less, then turning in a Southwesterly direction for 960' feet, then turning in a Westerly direction for 407.61' feet, then turning in a Northerly direction for 268.85' feet, then turning in a Westerly direction for 296.65' feet, then turning in a Southwesterly direction for 205.17' feet, then turning in a Westerly direction for 83.62' feet, then turning in a West-Southwesterly direction for 448.90' feet, then turning in a Northerly direction for a combined distance of 2,681.60' feet to the point of beginning.

ALSO BEING SHOWN AS:

Parcel 1 as shown on that certain plat prepared by Atlas Surveying, Inc., Jeremy W. Reeder, SCPLS No. 28130, dated March 9, 2020, and recorded in the Beaufort County Records in Plat Book 153 at Page 176, in the Register of Deeds for Beaufort County, South Carolina.

EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Ad valorem real estate taxes for the year of closing and subsequent years, a lien but not yet due and payable.

2. Building restriction lines, easements and other matters shown on plat recorded in Plat Book 77, Page 74 and Plat Book 163, Page 3, Beaufort County Registry.

3. Survey by Jeremy W. Reeder, PLS, dated February 17, 2025, last revised March 31, 2025

4. Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in Development Agreement filed for record in Book 1288, Page 1; affected by instruments recorded in Book 1368, Page 243; Book 1599, Page 1149; Book 1709, Page 440; Book 2256, Page 189; Book 2256, Page 204; Book 2305, Page 410; Book 2671, Page 2250; Book 2724, Page 1787; Book 2816, Page 1746; Book 2823, Page 384; Book 4204, Page 1388, Beaufort County Registry. [Parcel 1 only.]

5. Conveyance of Mineral Rights by and between International Paper Company and SP Forest L.L.C. recorded in Book 1368, Page(s) 222, Beaufort County Registry. [Parcel 1 only.]

6. Partial Assignment and Assumption of Rights and Obligations Under Development Agreement recorded in Book 2278, Page(s) 1270, Beaufort County Registry. [Parcel 1 only.]

7. Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in Declaration of Covenants, Conditions and Restrictions for Buckwalter Property Owner's Association, Inc. filed for record in Book 1567, Page 2325, as amended in Book 2839, Page 2370; Book 2839, Page 2372, Beaufort County Registry. [Parcel 1 only.]

8. Easement(s) to South Carolina Electric and Gas Company recorded in Book 77, Page(s) 107, Beaufort County Registry. [Parcel 1 only.]

9. Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in Limited Warranty Indenture Deed for a portion of the Buckwalter Tract Property filed for record in Book 1368, Page 215, Beaufort County Registry. [Parcel 1 only.]

10. Notice of Agreement with Palmetto Electric Cooperative, Inc. recorded in Book 1699, Page(s) 797, Beaufort County Registry. [Parcel 1 only.]

11. Building restriction lines, easements and other matters shown on plat recorded in Plat Book 156, Page 23; Plat Book 109, Page 198; and Plat Book 86, Page 59, Beaufort County Registry. [Parcel 1 only.]

12. Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in Protective Covenants, Restrictive Covenants and Easements filed for record in Book 369, Page 684, Beaufort County Registry. [Parcel 2 only.]

13. Easement set forth in Title to Real Estate to the County of Beaufort recorded in Book 1477, Page(s) 796, Beaufort County Registry. [Parcel 2 only.]

14. Building restriction lines, easements and other matters shown on plat recorded in Map Book 33, Page 165; Plat Book 156, Page 23 and Plat Book 153, Page 176, Beaufort County Registry. [Parcel 2 only.]

15. Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land. [Parcel 2 only.]

16. All applicable zoning rules and regulations.

100% ANNEXATION APPLICATION
PROJECT NARRATIVE

The Applicant, Hilton Head Medical Center, LLC a.k.a. Novant Health ("Applicant"), seeks approval to annex 1.58 acres of land into the Buckwalter PUD, to be designated as part of the Grande Oaks Commons Land Use Tract. 65.59 acres were recently annexed into the Town of Bluffton, under Buckwalter Planned Unit Development ("Buckwalter PUD") zoning district, 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 ("Property"). 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 and concurrent applications. There will be no change to the total residential Development Rights within the Buckwalter PUD under this annexation application. This narrative is specific to the proposed Annexation of the Property.

The 1.58-acre parcel is currently located within the Grande Oaks PUD and is currently designated as a Village Center (VC) land use area. This planning area is very similar to the Buckwalter Commons Land Use Tract under the Buckwalter Concept Plan. Under the VC (Village Center) land use area of Grande Oaks PUD, all residential uses are allowed, including single family and multifamily. A very broad range of commercial uses is also allowed under the VC designation, including virtually all types of retail uses, institutional/Church uses, and a broad range of civic office and facility uses. These allowed uses under the Grande Oaks PUD are very similar to the allowed uses under the newly created Grande Oakes Commons Land Use Tract ("Grande Oaks Commons") of the Buckwalter PUD.

Grande Oaks Commons is located along the northern border of the Grande Oaks PUD, immediately to the south of, and adjacent to, the Buckwalter Commons. The Applicant is the current owner of Parcel R600 029 000 2409 0000, and is also the current owner of the approximate 17.91 acres immediately adjacent to the west within the Buckwalter PUD (0.15-acre Parcel 12A-1, 12.35-acre parcel 12D, 5.41-acre parcel 12E). The 1.58-acre parcel is anticipated to support the conjoining proposed Novant Health development.

The annexation and rezoning into Buckwalter PUD and designation as Grande Oaks Commons, to be created by the approval of concurrent Buckwalter PUD Development Agreement and Concept Plan Amendment will allow the applicant to expand their coordinated planning at this important location along Buckwalter Parkway. Current preliminary planning for this property includes infrastructure to support the adjacent proposed hospital, such as additional parking and stormwater drainage infrastructure. No additional residential development rights are being added to the Buckwalter PUD under this annexation.

It is important to note the surrounding adjacent parcels to the north, west, and south of the 1.58-parcel are all within the Town of Bluffton and zoned as Buckwalter PUD. Annexing Parcel R600 029 000 2409 0000 into the Town of Bluffton under the same zoning as the surrounding development should allow the Applicant more cohesive planning for the Hospital, and consistent municipal oversight by minimizing jurisdictional gaps within this area.

This Application presents an opportunity for Bluffton to enhance its current planning role for this important planned development, enhance the tax base of the Town, and do so by adding no additional development intensity to the area beyond that already allowed by existing Bluffton zoning and existing Beaufort County zoning.

The Town has previously approved the Buckwalter PUD, Development Agreement, and Concept Plan, as amended, as being consistent with these primary goals of the Town. This requested change simply brings one additional property into the Buckwalter PUD which will be subject to the Town's planning and permitting jurisdiction. This Application is consistent with all these primary goals of the Town.

The Town of Bluffton Comprehensive Plan, known as *Blueprint Bluffton*, Future Land Use Map identifies Grande Oaks Commons as Suburban Living.

> *The Suburban Living category is intended to include low-density single-family neighborhoods. Much of this category includes portions of large Planned Unit Developments that are under active construction or are built-out. Allowable density is up to three dwelling units per acre and must be at least one dwelling unit per acre. Community amenities such as trails, parks, and centralized swimming pools are encouraged.*

To permit the uses allowed within the Grande Oaks Commons and the utilization of the requested 1.58 acres of General Commercial Development Rights, the *Blueprint Bluffton's* Future Land Use designation of the Property will need to be changed from Suburban Living to Neighborhood Center.

> *The Neighborhood Center category is intended to guide emerging neighborhood-focused retail clusters throughout the community. These centers, such as Buckwalter Place, provide the opportunity for residents to be within walking distance of grocers, restaurants, retailers, and medical offices. These centers help establish neighborhood identity and are best served when supported by a mix of middle housing and single-family residences within walking or biking distance. These centers are best designed to provide automobile access within a pedestrian-oriented environment. Inclusion of public green space is encouraged.*
>
> *Neighborhood centers are based on the same foundation as the Town Center, to create a pedestrian-oriented environment, but the overall design is open for interpretation / adaptation to localized design guidance. Plentiful pedestrian connections ensure long-term health of the neighborhood and anchors the community around the public spaces within the neighborhood center. While neighborhood-serving commercial uses are predominant within the designation, appropriately scaled commercial office space is encouraged to strengthen the mix of uses within the overall community. Development within the district is pedestrian scaled. Buildings up to three stories are appropriate so long as they are properly buffered and screened from any lower intensity uses in the area. Out-lot parcel development will address the street, and parking will be consolidated to the greatest extent possible to enhance the pedestrian environment.*

Further, *Blueprint Bluffton's* Figure 7.7 — Growth Framework Map shows a majority of Grande Oaks Commons within a Town Center Node which the Unified Development Ordinance, Section 6.1.2.0 defines as:

> *Located in the most intensely developed areas or those areas to be intensely developed, Town Centers consist of compact, complete, and highly connected neighborhoods that support a larger, most intense mixed-use development condition. Buildings within the Town Center are usually larger, attached, and may be up to five stories in height.*

This area is a commercial node. The previous addition of Grande Oaks Commons to the Buckwalter PUD allowed for additional commercial properties to better serve the community and support the continuing growth of the area's population. The addition of this 1.58-acre parcel is consistent with that effort, and will support the same uses, primarily focused medical facilities.

Public services and utilities are and have been previously certified as adequate for the proposed uses. Letters of commitment to serve were included in the Grande Oaks PUD documentation. The only change will be that Grande Oaks Commons will now fall within the Town's policing authority, and of course, pay Town taxes to cover any additional cost to the Town, and any applicable Development Fees. The Applicant respectfully requests that the Town Planning Commission and Town Council approve this request for the Annexation of Grande Oaks Commons into the Buckwalter PUD.

Should Town Council approve the initial step for considering an annexation request known as "Intent to Annex", the Applicant will submit the following concurrent applications:

1. *Blueprint Bluffton* Figure 7.8 Future Land Use Plan Amendment,
2. Zoning Map Amendment,
3. Buckwalter Development Agreement Amendment, and
4. Buckwalter Concept Plan Amendment.

COUNTY COUNCIL OF BEAUFORT COUNTY
Beaufort County Planning & Zoning
Multi Government Center • 100 Ribaut Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
OFFICE (843) 255-2170
FAX (843) 255-9446

August 28, 2025

Ms. Sheila Sulak
Ward Edwards Engineering
Post Office Box 381
Bluffton, SC 29910

Re: Zoning Verification Letter
R600 029 000 2409 0000

Dear Ms. Sulak:

This is to certify that the referenced property, R600 029 000 2409 0000, is located on Buckwalter Parkway, and further defined as being in the Bluffton District and is zoned Grande Oaks Planned Unit Development (PUD). The property is subject to the Design Review Board. The PUD document designates this property as Village Center Commercial (VC-1) and permits all uses listed in the 1990 Development Standard Ordinance Neighborhood Commercial District. (See Attachment 1). Refer to the Grande Oaks Planned Unit Development Documents on the County's Web Page for all use information/development parameters.

If I may be of further assistance, please do not hesitate to call me at 843.255.2173 or email me at hillarya@bcgov.net

Sincerely,

Hillary A. Austin
Zoning & Development Administrator

Attachment (1) – Excerpt from the 1990 DSO
Attachment (2) – Excerpt from the Grande Oaks PUD Document

Section 4.10 NCD - Neighborhood Commercial District

Section 4.10.1 Permitted Uses

The following uses shall be permitted in the Neighborhood Commercial District:

(A) All uses permitted in the Neighborhood Preservation Districts. However, when such use is a residential use, the density of the Neighborhood Preservation District abutting or closest to the Neighborhood Commercial District shall be the standard. When two or more Neighborhood Preservation Districts are contiguous to the Neighborhood Preservation District, the Neighborhood Preservation District with the highest density shall prevail.

(B) Retail business involving the display and sale of merchandise inside stores only, provided, however, that agricultural products may be displayed and sold outside. Permitted retail businesses specifically include and may be similar to:

(1) Antique store
(2) Appliance, radio, television store
(3) Art supply store
(4) Book, magazine, newspaper shop
(5) Candy store
(6) Clothing store
(7) Drug store or pharmacy
(8) Florist shop
(9) Fruit, nut and/or vegetable store
(10) Gift or curio shop
(11) Grocery store
(12) Hardware store
(13) Hobby and/or toy shop
(14) Millinery or hat shop
(15) Music store and/or record shop
(16) Office supply and equipment store
(17) Package liquor store
(18) Photographic and camera supply and service store
(19) Shoe store

(C) Business involving the rendering of a personal service or the repair and servicing of small equipment specifically including, but not limited to:

(1) Appliance, radio, television repair shop
(2) Bank, savings and loan associations, personal loan agency and branches.
(3) Barber ship, beauty shop, or combination thereof.
(4) Bicycle repair and sales shop
(5) Dressmaker, seamstress, tailor
(6) Dry cleaning self-service and/or laundry self-service facility.

(7) Insurance agency
(8) Jewelry and watch repair shop
(9) Locksmith or gunsmith
(10) Medical, dental, or chiropractic office, clinic and/or laboratory
(11) Office for government, business, professional, or general purposes.
(12) Photographic studio
(13) Real estate agency
(14) School offering instruction in art, music, dancing, drama, or similar cultural activity.
(15) Telegraph office

(D) Radio and/or television station

(E) Private or semiprivate club, lodge, union hall or social center.

(F) Church

(G) Off-street commercial parking lot

(H) Publicly owned and operated building, facility or land.

(I) A temporary office and/or storage building during a project involving construction but not to be used as a dwelling with the removal of same within 30 days upon project completion.

(J) Public utility facility including substation, switching station, telephone exchange, pump station, water tower or fire tower.

Section 4.10.2 **Conditional Uses**

The following uses shall be permitted on a conditional basis in any Neighborhood Commercial District:

(A) Auto accessory store provided there is no storage of wrecked automobiles or scrapped or salvaged auto parts on the premises.

(B) Automobile service station provided operations involving major repairs, body and fender work, and painting, are not conducted on the premises; provided all pumps are set back at least twenty-five (25') feet from the right-of-way line of all abutting streets; provided all pumps are set back at least fifty (50') feet from the right-of-way line along the major thoroughfares as identified in this Ordinance; and provided parking and/or services areas are separated from adjoining residential properties by a suitable planting screen, fence, or wall at least six (6') feet in height above finished grade.

(C) Bakery provided that goods baked on the premises are primarily sold at retail only.

(D) Contractor's office provided there is no storage of construction vehicles, equipment, or materials on the premises.

(E) Delicatessen, restaurant, soda fountain or other eating and/or drinking establishments provided no outside loud speaker systems are utilized; provided all lights or lighting arrangements used for purposes of advertising or night operations are directed away from adjoining or nearby residential properties and passing vehicular traffic by suitable planting screen, fence, or wall at least six (6') feet in height above finished grade.

(F) Dry cleaning or laundry pickup agency provided that any laundering, cleaning or pressing done on the premises involves only articles delivered to the premises by individual customers.

(G) Meat, fish, and/or poultry shop provided that no slaughtering be permitted.

(H) Pet shop, provided all animals are housed within the principal buildings so that no sound is perceptible beyond the premises.

Section 4.10.3 **Other Requirements**

Uses permitted in the Neighborhood Commercial District shall be required to conform to the following standards:

(A) For front, side, and rear yard setback requirements, refer to Section 5.2.9.

(B) Maximum building height: Thirty-five (35') feet above base flood elevation or finished grade, whichever is greater.

(C) The maximum building size per parcel shall be ten thousand (10,000') square feet for all uses with the exception of: residential dwelling units; churches and other places of worship; public and nonprofit schools and day care centers; clubs, lodges, union halls, social/community centers; public recreational facilities; conditional uses delineated in Section 4.10.2(I).

(D) Additional requirements: Uses permitted in the Neighborhood Commercial Zoning District shall meet all standards set forth in Section 5.2.1(E) pertaining to off-street parking, loading, and other requirements.

Section 4.11 **GCD - General Commercial District**

Section 4.11.2 **Permitted Uses**

The following uses shall be permitted in any General Commercial District:

(A) Any use permitted in any Development District, in compliance with the provisions of Section 5.2.9.

COMMUNITY RESIDENTIAL - C-1

Single Family Residential (Detached and Attached)
Community Recreation
Community Entrance/Sales Center

COMMUNITY RESIDENTIAL - C-2

Multi-Family

VILLAGE CENTER COMMERCIAL - VC-1

All uses in Neighborhood Commercial
Bed and Breakfast
Commercial Lodging - Hotels, Motels, etc.
Hospitals
Conference Center
Drive Through Restaurants
Gasoline Service Stations
Office Use
Restaurants

VILLAGE CENTER - MIXED USE - VC-2

All uses in Community Residential (C-1 and C-2) and Neighborhood Commercial

BUSINESS/PROFESSIONAL PARK

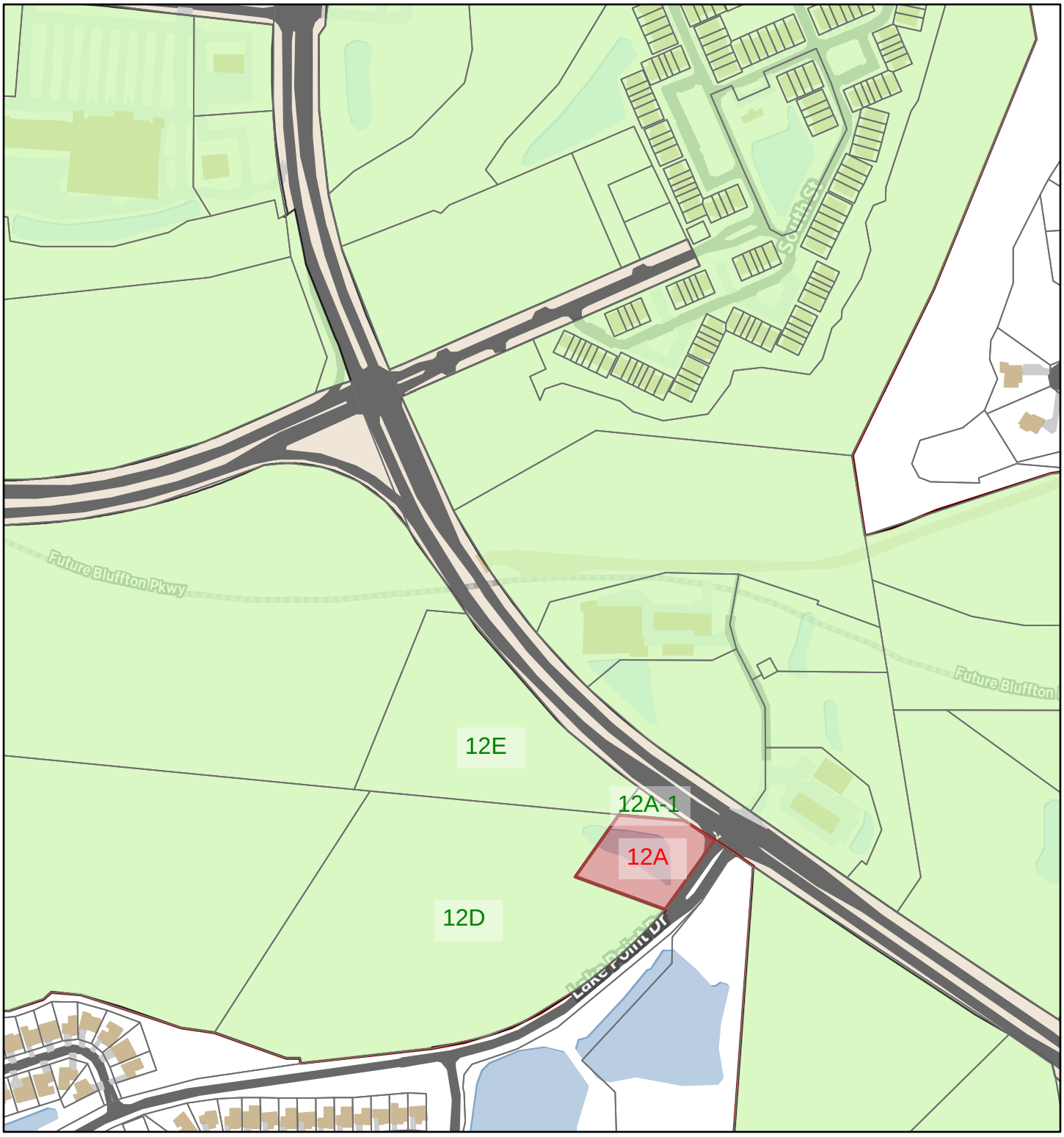
Office
Research/Development
Light Industrial
Neighborhood Commercial
Institutional

All of the above uses shall accommodate the following uses: Storage area uses, Road and Access uses, Wetland uses, Open Space, Setbacks and Buffers as required to facilitate the development of the specific subdivisions.

The plan shall be developed with a total project density not to exceed two (2) dwelling units per net acre for multi-family, attached and detached single family. A total of 844 units over the ± 423 acres.

Although it is not included in the Grande' Oaks PUD, the existing subdivision developed by this applicant if included, would reduce the overall density for the ± 517 acres to approximately 1.81 units per acre (91 units on ± 94 acres or 0.97 DU/AC).

Bluffton Zoning Map



8/4/2025, 2:00:34 PM

1:5,417

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

Parcel Property Lines

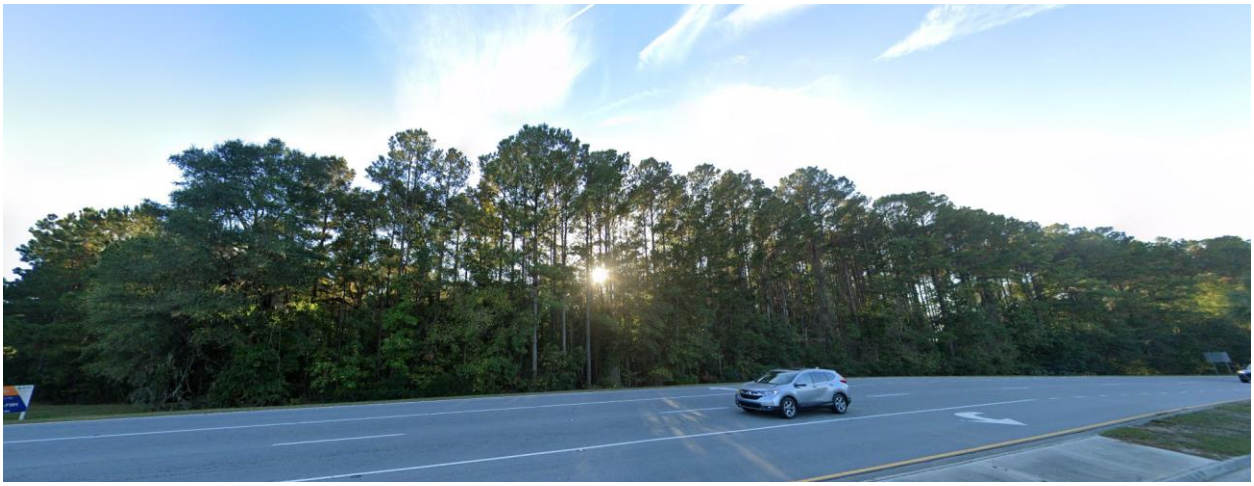
Bluffton Zoning Districts

PLANNED UNIT DEVELOPMENT

Parcel 12A - 1.58 Acres - R600 029 000 2409 0000
Parcel 12A-1 - 0.15 Acres - R610 029 000 2468 0000
Parcel 12D - 12.35 Acres - R600 029 000 2410 0000
Parcel 12E - 5.41 Acres - R610 029 000 2487 0000

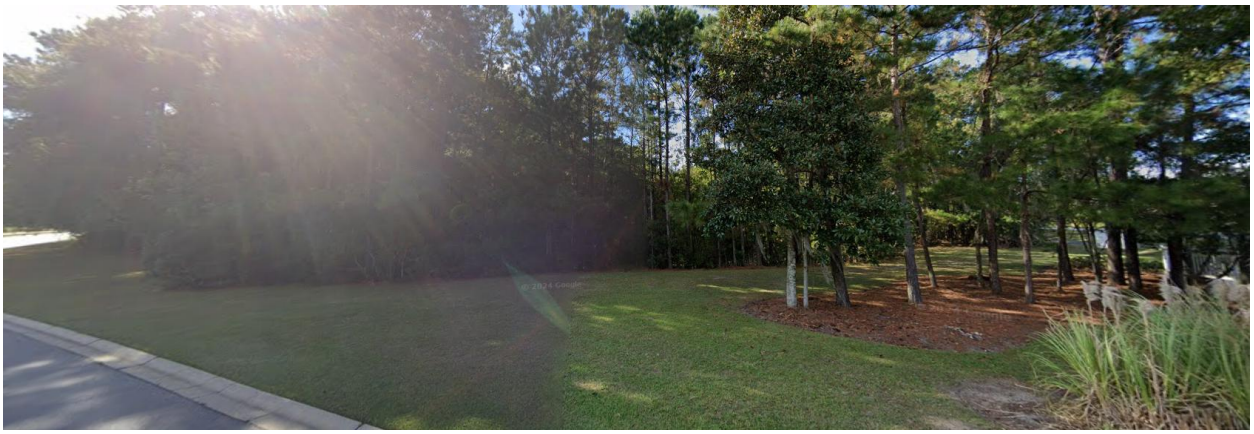
R600 029 000 2409 0000
Site Photos

Aerial view of property from Beaufort County Public GIS.



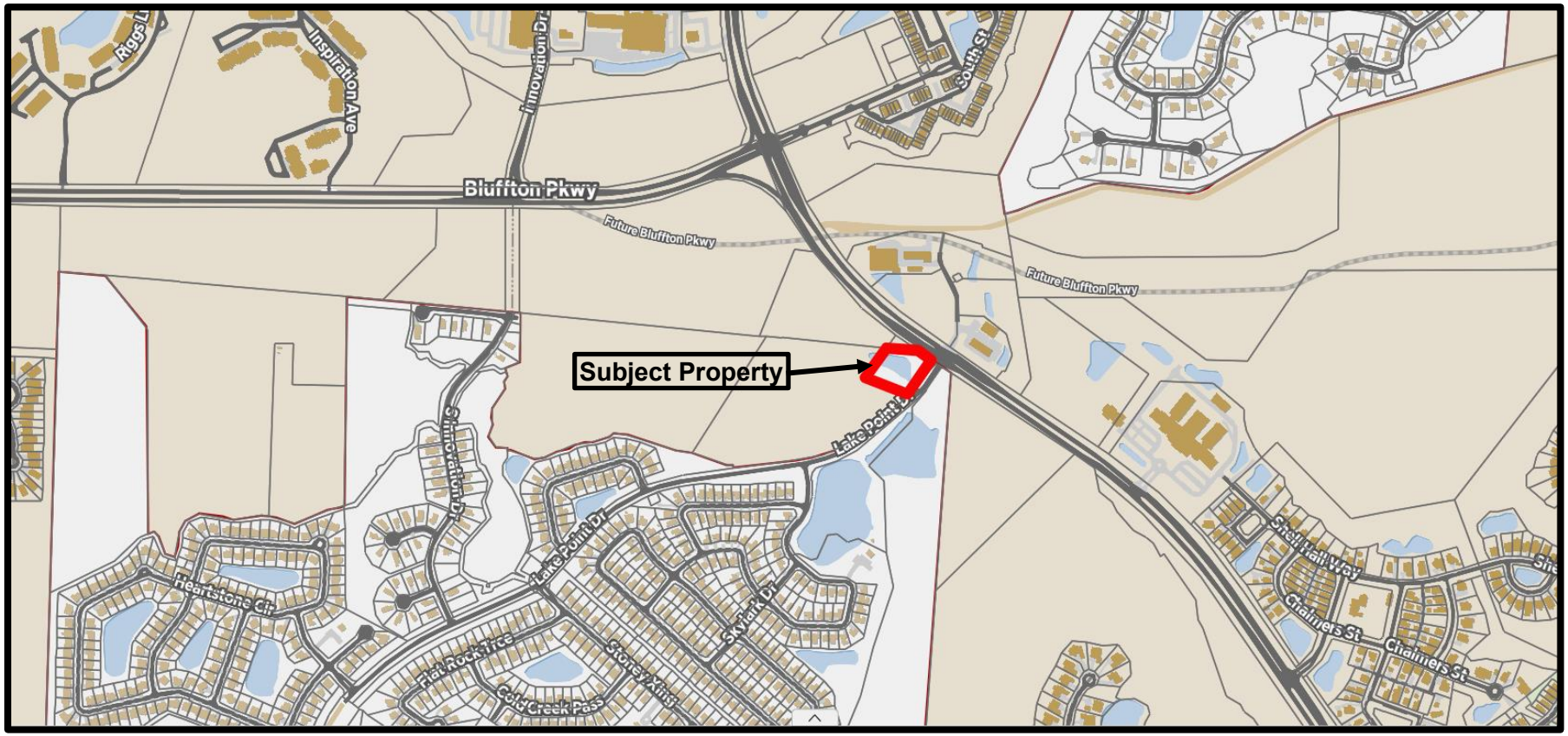
Southbound on Buckwalter Parkway, head-on perspective of the site located along the eastern side of the roadway.

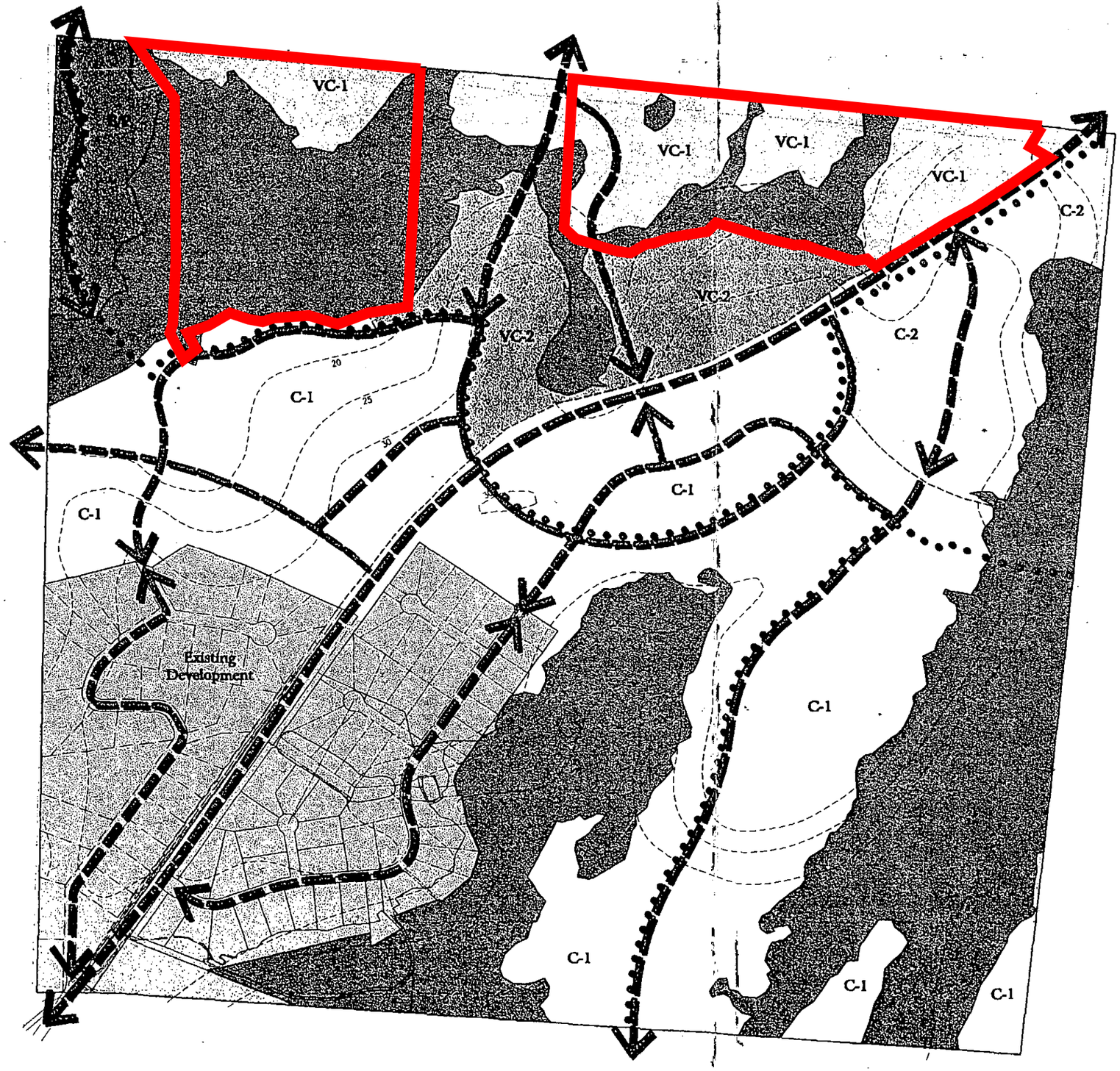
Southbound on Buckwalter Parkway, near the intersection with Lake Point Drive.



Westbound on Lake Point Drive, near the intersection with Buckwalter Parkway.

Attachment 2
Hilton Head Medical Center, LLC
Vicinity Map
R600-029-000-2409-0000





Grandé Oaks

Beaufort County, South Carolina

MASTER PLAN

CONSULTANTS:

Land Planning
J. K. TILLER ASSOCIATES, INC.
Bluffton, South Carolina

Engineering
ANDREWS ENGINEERING CO., INC.
Port Royal, South Carolina

Environmental
SABINE AND WATERS
Summerville, South Carolina

PROPOSED PUD LAND USE, DENSITY AND ACREAGE

KEY	ACRES*	UNITS	DU/ACRE
COMMUNITY RESIDENTIAL			
C-1	±263.4	373	1.4
C-2	±37.7	315	8.4
VILLAGE CENTER			
VC-1	±69.3	0	0
VC-2	±40.6	156	3.8
BUSINESS/PROFESSIONAL PARK			
B/P	±12	0	0
TOTALS FOR PROPOSED PUD	±423	844	2.00
Existing Development	±94	91	0.97
TOTALS	±517	935	1.81
Wetlands**			
Proposed Circulation and Linkages			
Proposed Pedestrian Trails			

* Includes wetland areas
** Total wetland area equal to ±151 acres

NORTH

SCALE
0 200' 400' 600'

September 29, 1998

October 14, 1998 Revised
December 3, 1998 Revised
December 18, 1998 Revised

III. DEVELOPMENT PLAN

A. Development Plan Concept

The development at Grande' Oaks is planned to be absorbed into the land uses, transportation linkages, infrastructure ties and architectural vocabulary fostered by the adjacent development as promulgated by the Conceptual Land Use Plan for the Southern Beaufort County Planning District (CLUP) (See Exhibit A). This plan includes tracts of land presently being considered by The Branigar Organization, Inc., the development subsidiary of Union Camp Corporation, the Grande' Oaks subdivision area, other adjacent properties and Beaufort County Planning Department and Beaufort County Council. (See Exhibit A)

The Conceptual Land Use Plan(CLUP) is the Development Concept for Grande' Oaks PUD. It is the plan of the Grande' Oaks PUD to provide and develop important transportation (both automobile and pedestrian) inter-connections to adjacent land uses where indicated and will strive to cooperate with adjacent land owners to incorporate these links as the Grande' Oaks PUD is developed. The developer of the Grande' Oaks PUD realizes that as adjacent parcels are developed, that these connections may have to be altered or eliminated due to unforeseen site constraints or permitting constraints. Further, the pedestrian/leisure trail network is an important part of the development plans for the neighborhoods of Grande' Oaks. Because many of the wetland areas are high wetlands that rarely are flooded and with a system of existing logging trails that criss-cross the wetlands, it is planned that the construction of leisure trails will be permitted within those areas. If is further the intent to have these areas be utilized as access to the adjacent communities, the Village Center and the county schools. Within the Grande' Oaks PUD these leisure trails will link to a system of drainage ponds that will provide recreational activities such as bird watching, fishing or just a quiet spot to sit and contemplate the beauty of the moment.

The Grande' Oaks PUD will provide the land uses as declared in the CLUP Plan (See Exhibit A), Community Residential (C), Business/Professional Park (BP) and Village Center (VC). These uses and the subset of uses will be integrated with the understanding that the specific land uses identified in each of the categories will be transitioned from one to the other in a gradation that is appropriate to the proposed use and the adjacent use. For example, the Village Center commercial uses may be associated with the higher density multi-family use (12 DU/AC). The multi-family then to attached single family (8 DU/AC) to the detached single family use. A similar scenario could be the transition that occurs between the Business Park to Single Family use.

The land uses for each category are broken down as follows:

COMMUNITY RESIDENTIAL - C-1

Single Family Residential (Detached and Attached)
Community Recreation
Community Entrance/Sales Center

COMMUNITY RESIDENTIAL - C-2

Multi-Family

VILLAGE CENTER COMMERCIAL - VC-1

All uses in Neighborhood Commercial
Bed and Breakfast
Commercial Lodging - Hotels, Motels, etc.
Hospitals
Conference Center
Drive Through Restaurants
Gasoline Service Stations
Office Use
Restaurants

VILLAGE CENTER - MIXED USE - VC-2

All uses in Community Residential (C-1 and C-2) and Neighborhood Commercial

BUSINESS/PROFESSIONAL PARK

Office
Research/Development
Light Industrial
Neighborhood Commercial
Institutional

All of the above uses shall accommodate the following uses: Storage area uses, Road and Access uses, Wetland uses, Open Space, Setbacks and Buffers as required to facilitate the development of the specific subdivisions.

The plan shall be developed with a total project density not to exceed two (2) dwelling units per net acre for multi-family, attached and detached single family. A total of 844 units over the ± 423 acres.

Although it is not included in the Grande' Oaks PUD, the existing subdivision developed by this applicant if included, would reduce the overall density for the ± 517 acres to approximately 1.81 units per acre (91 units on ± 94 acres or 0.97 DU/AC).

GRANDE' OAKS
P U D

The density for the multi-family areas within the Community Residential or Village Center uses will not exceed twelve (12) units per acre. The single family, attached and detached, within the Community Residential use will not exceed four (4) units per acre.

The land use types, acreage and dwelling units are as tabulated in the following table:

PROPOSED PUD LAND USE, DENSITY AND ACREAGE

LAND USE	ACRES (AC)	DWELLING UNITS (DU)	DU/AC
Community Residential - C-1	± 263.4	373	1.4
Community Residential - C-2	± 37.7	315	8.4
Village Center Commercial - VC-1	± 69.3	0	0
Village Center - Mixed Use - VC-2	± 40.6	156	3.8
Business/Professional Park	± 12	0	0
Total	± 423	844	2.00

*Acreage includes adjacent wetlands

The development of Grande' Oaks PUD will be distinctive in architectural and landscape design through the presents of Community Covenants and Restrictions. Each community within Grande' Oaks shall utilize the leisure trails (sidewalks) for connection to active and passive recreational areas. The edges of land uses will fall along wetland or road rights-of-way with either these natural buffers or newly introduced man made landscape buffers associated with the land use adjacent to transportation routes will provide deeper vegetative separation between uses. This plan is to provide pedestrian access ways along these buffer corridors from the residential areas to the Village Center and to the greater community wide leisure/lineal park trail system.

Throughout the Grande' Oaks PUD the plan is sensitive to the natural environment of the site by avoiding wetland impacts; providing compatible land uses with the adjacent CLUP Plan (See Exhibit A); incorporating densities that are compatible with adjacent land use (RAD Zoning, Conceptual Land Use Plan and the Village at Buckwalter Plantation); providing for the public health, safety and welfare by including a wastewater collection system over septic systems; the use of compatible land uses to adjacent land uses, and by providing both automobile and pedestrian linkages that disperse and calm traffic patterns. Although the streets at Grande' Oaks are anticipated to be maintained through the Property Owners Association (POA), the POA may, at sometime in the future, offer the common areas, roadways, utilities and streets for public dedication.

B. Permitted Land Uses

1. Community Residential - (C-1)

a. Single Family Residential

Allows for the construction of single family units both detached and attached. The units will be developed in accordance with the Community Covenants and Restrictions (CCRs).

(1) Permitted Uses:

(a) Dwelling units

i) Detached single family minimum lot size 3500 sf

ii) Attached single family minimum lot size 1250 sf

(b) Setbacks for all single family residential will be in accordance with the Community Covenant and Restrictions (CCRs).

(c) Temporary construction facilities

i) assembly and fabrication
ii) construction signs
iii) disposal yards
iv) office
v) office trailers
vi) staging
vii) storage

(d) Open Space

i) bicycle paths and walking trails
ii) conservation easements
iii) freshwater wetlands and buffers
iv) garden plots
v) lagoons, ponds, impoundments and lakes
vi) landscaped areas
vii) recreation areas
viii) wildlife preserves and buffers

(e) Utilities including, but not limited to, power, telephone, water, sewer, drainage lagoon and underground telecommunications

(f) Accessory buildings, private swimming pools and home occupations, if allowed under private covenants

(g) Model homes, sales and development offices

(h) Community roads and road rights-of-way

b. Community Recreation

Provides for recreation complexes to serve the community. These

facilities may have indoor recreation, meeting, banquet, fitness, storage and hobby space. These facilities may be built in a complex of multiple buildings over the life of the development. Outdoor recreation facilities may include a pool, tennis, croquet, lawn bowling, parks, playgrounds, trails, paths and similar recreational uses. At some locations there will be vending machine services for the convenience of property owners and located in accordance with the Community Covenants and Restrictions (CCRs).

(1) Permitted Uses:
- (a) Accessory buildings
- (b) Community offices
- (c) Lighted outdoor recreational facilities
- (d) Mail deposit and pick up facility
- (e) Maintenance and storage facilities
- (f) Outdoor recreational facilities
- (g) Recreational buildings

c. Community Entrance/Sales Center

This community entrance/sales center will feature an attractively landscaped entrance to the community, the sales office, model homes and related services. In order to provide future flexibility for the community this area may include office facilities.

(1) Permitted Uses:
- (a) Model homes
- (b) Project related sales, professional and financial services offices

2. Community Residential - C-2

a. Multi-Family Residential

Allows for the construction of multi-family dwelling units which will be designated and built in accordance with the Community Covenants and Restrictions (CCRs). Multi-family not to exceed twelve (12) dwelling units per net acre.

(1) Permitted Uses:
- (a) Multi-family dwelling units
- (b) All uses in 1., Community Residential - C-1

3. Village Center Commercial - VC-1

The Grande' Oaks PUD Village Center is part of a larger Village Complex which will become a regional commercial development for the Buckwalter Community and beyond. This land use will provide a full range retail, service and office businesses. Uses will include commercial activities that serve the neighborhoods of the Buckwalter development which are easily

accessible from the proposed surrounding roadway system. This roadway system connects Buckwalter to both Highway 278 and 46, as illustrated on the Conceptual Land Use Plan (CLUP) (Exhibit A). Commercial development shall be concurrent with the development of an access road generally as illustrated on the Conceptual Land Use Plan (CLUP) (Exhibit A) which runs northerly just west of the Villages of Buckwalter Tract and intersects Highway 278.

If, however, offsite road construction does not occur in a timely manner this land use could be reclassified to the adjacent Village Center - Mixed Use - CV-2 uses as described under Item 4.

a. Permitted Uses:
   (1) All uses in 4.b., Neighborhood Commercial (NC) with the exception of scale. The scale of this commercial area may exceed the scale noted in the Neighborhood Commercial with buildings not to exceed a ground floor of 35,000 square feet with a maximum square footage of 60,000 and would allow the inclusion of the following uses:
      (a) Bed and Breakfast
      (b) Commercial lodging - hotels, motels, etc.
      (c) Hospitals
      (d) Conference centers
      (e) Drive through restaurants
      (f) Gasoline service stations, Quick serve oil, tune-up, brakes and muffler shops without towing, body repair, engine repair, painting and the like
      (g) Office uses
      (h) Restaurants
      (i) Services - Personal and commercial

b. <u>Neighborhood Churches (Institutional)</u>
   Provides the opportunity for another focal point to the neighborhood by allowing for places of worship. Churches with schools are permitted as part of a complex having less than fifteen thousand (15,000) square feet of floor area.
   (1) Permitted Uses:
      (a) Cemetery, provided no funeral home
      (b) Church, Synagogue, Temple and other places of worship provided that such use is housed in a permanent structure
      (c) Columbarium

c. <u>Civic (Institutional)</u>

Provide community land uses for local utilities, public services and governmental offices with strict attention to landscape and buffer requirements as established in the CCRs.

(1) Permitted Uses:

(a) Daycare Facilities - (minimum lot size 20,000 square feet) can be associated with Churches as defined in b., above.

(b) Government Office - These are offices including County, state or Federal Office Buildings or other facilities that are primarily devoted to office or service to the public.

(c) Public Service - These uses include emergency service, buildings or garages, e.g., ambulance, fire, police, rescue and public works or other garages or areas where vehicles are stored and dispatched.

(d) Utilities, local - Utility substations or transmission and local distribution facilities, including telephone and all government owned utilities.

d. Storage Area

Facilities to store vehicles and equipment prohibited by covenant from the residential areas may be provided within the PUD. Area not to exceed ten (10) acres. Location for this use shall be designated within each phase of the final development submission for permit approval.

(1) Permitted Uses:

(a) Vehicle maintenance

(b) Car wash area

(c) Storage of vehicles, parts, boats, re-creation vehicles and residential storage units

(d) Fuel storage of construction and maintenance vehicles and equipment

(e) Shops for woodwork, metalwork, vinylwork and painting for the period of development

(f) Community offices

4. Village Center - Mixed Use - VC-2

This designation will provide for a mix of uses that will transition from the Village Commercial to the adjacent Community Residential uses. This area will provide for neighborhood commercial needs in association with residential uses which are designed in scale with one another and will be conveniently accessible by walking or bicycling from the adjacent residential uses.

a. Permitted Uses:
(1) All uses in 1., Community Residential - C-1
(2) All uses in 2., Community Residential - C-2

b. Neighborhood Commercial (NC)
Provide the immediate retail needs of the neighborhood within the area designated for neighborhood land use. The maximum building of any use is ten thousand (10,000) square feet, which may occur only in a commercial area that is planned as a whole with a maximum average use size of four thousand (4,000) square feet. Individual free standing uses shall not exceed five thousand (5,000) square feet.
(1) Permitted Uses:
Retail uses include the following, provided no general storage or sales occur on the exterior on a regular basis and/or exceed five (5) percent of the interior floor area:
(a) Clothing and accessory stores
(b) Consumer rental
(c) Electronics and appliances
(d) Food and beverage stores
(e) Furniture stores
(f) Garden centers
(g) General merchandise stores
(h) Miscellaneous retail, including: art, gifts, sporting goods, drug stores, liquor, books, toys, camera stores
(i) Paint, glass, wallpaper, hardware

c. Neighborhood Churches (Institutional)
Provides the opportunity for another focal point to the neighborhood by allowing for places of worship. Churches with schools are permitted as part of a complex having less than fifteen thousand (15,000) square feet of floor area.
(1) Permitted Uses:
(a) Cemetery, provided no funeral home
(b) Church, Synagogue, Temple and other places of worship provided that such use is housed in a permanent structure
(c) Columbarium

d. Civic (Institutional)
Provide community land uses for local utilities, public services and governmental offices with strict attention to landscape and buffer requirements as established in the CCRs.

(1) Permitted Uses:

(a) Daycare Facilities - (minimum lot size 20,000 square feet) can be associated with Churches as defined in b., above.

(b) Government Office - These are offices including County, state or Federal Office Buildings or other facilities that are primarily devoted to office or service to the public.

(c) Public Service - These uses include emergency service, buildings or garages, e.g., ambulance, fire, police, rescue and public works or other garages or areas where vehicles are stored and dispatched.

(d) Utilities, local - Utility substations or transmission and local distribution facilities, including telephone and all government owned utilities.

e. Storage Area

Facilities to store vehicles and equipment prohibited by covenant from the residential areas may be provided within the PUD. Area not to exceed ten (10) acres. Location for this use shall be designated within each phase of the final development submission for permit approval.

(1) Permitted Uses:

(a) Vehicle maintenance

(b) Car wash area

(c) Storage of vehicles, parts, boats, re-creation vehicles and residential storage units

(d) Fuel storage of construction and maintenance vehicles and equipment

(e) Shops for woodwork, metalwork, vinylwork and painting for the period of development

(f) Community offices

5. Business/Professional Park (BP)

This area provides a multi-use area including offices, research and development, light industrial, neighborhood commercial, institutional uses, open space and recreation.

Access is prohibited from the Community Residential unless the Business/Professional Park use were changed to the Village Center Mixed Use - CV-2.

a. Permitted Uses:

(1) Offices

(2) Research and Development to include research facilities, testing or pilot plants, corporate general offices, warehousing and industrial facilities making products under development, electronics, and health care research facilities,

(3) Light industrial - All uses associated with manufacturing, processing, assembly or finishing operations housed inside a building (maximum of 75,000 SF) with exterior storage not to exceed ten (10) percent of the building floor area. Uses will include the following:

- (a) Building, development and general contracting
- (b) Special trade contractors (except storage of any equipment that is more than twelve (12) feet in height
- (c) Food products
- (d) Textiles and apparel
- (e) Furniture and fixtures
- (f) High tech industry where the business is less than twenty thousand (20,000 square feet) and receives and ships all its packages via courier service
- (g) Printing and publishing
- (h) Office and computing machines
- (i) Electric and electronic equipment, except electronic distribution and electrical industrial
- (j) Instruments and related products
- (k) Transportation services
- (l) Communications
- (m) Wholesale trade, durable and non-durable except farm products
- (n) Mini-warehouses
- (o) Regional utility substation or distribution station on at least two (2) acres
- (p) Truck, recreational vehicle and mobile home sales
- (q) Truck rental
- (r) Other rental

(4) All uses in the Neighborhood Commercial as described in item 4.b., above, with the exclusion of the Community Residential uses if density is met for the entire development in other use areas.

(5) Institutional uses including:

- (a) museums

(b) libraries
(c) aquariums
(d) cultural or art centers
(e) conference center (no lodging)
(f) churches with schools
(g) colleges and professional schools
(h) schools, public or private
(i) institutional, residential

(6) All uses in item 4., above, Village Center Mixed Use - VC-2.

6. Road and Access

Secondary and neighborhood roads and rights-of-way will provide access within the PUD and to adjacent property.

a. Permitted Uses:

(1) Roads within the PUD for access to land uses described herein.

(2) All roads are shown on the PUD schematically and are subject to change during the final planning process. Final road rights-of-way will be provided at the time of final submission for development permits and may vary from the locations shown on the PUD Master Plan.

7. Wetlands

Freshwater wetlands on the property have been delineated and surveyed (See Exhibit D - Wetland Survey). U.S. Army Corp of Engineers verification is expected within the month. The use of these lands will be controlled by the U.S. Army Corp of Engineers (Corps), and the South Carolina Department of Health and Environmental Control (DHEC), Office of Ocean and Coastal Resource Management (OCRM) and unless restricted by Memorandum of Agreement to the contrary the following are permitted uses:

a. Open Spaces
b. Conservation easements
c. Activities in all areas as permitted by the Corp and OCRM
d. Disposal of reclaimed water as permitted by DHEC
e. Boardwalks and bridges as approved by the Corp
f. Stormwater control and disposal as approved by the County Engineer

8. Open Spaces

Adequate open space is required for developments in Beaufort County.

Open space in Grande' Oaks PUD as with other PUDs will be calculated for the entire PUD and not site specific for each phase of the PUD. The open space requirement for the area covered by this application is estimated to be:

Community Residential C-1	± 263.4	acres	x 20%	=	53.0
Community Residential C-2	± 37.7	acres	x 40%	=	15.0
Village Center Commercial VC-1	± 69.3	acres	x 15%	=	10.4
Village Center Mixed Use - VC-2	± 40.6	acres	x 30%	=	12.2
Business/Professional Park (BP)	± 12.0	acres	x 15%	=	2.0
Total Requirements	± 423	acres		=	92.6

A percentage of attached product is used to calculate the open space requirement. Open space is provided in the freshwater wetlands, recreation area, buffers and lagoons. The amount of open space will be determined as final engineering is completed.

As required by the Beaufort County Development Standards Ordinance an analysis shall be prepared to determined the open space requirement of this community, based on the calculations ± 92.6 acres are required. Throughout the Grande' Oaks community a system of open spaces will be preserved in a natural state or developed for both active and passive recreational activities. This total will include and possibly be increased to include all the freshwater wetland as certified by the U.S. Corp of Engineers. Within this acreage will be developed a system of pond and lagoons for purposes of storm water management which will also be used for recreational fishing and observation of water fowl. A system of trails, walks, and bicycle paths will be designed to connect these recreation systems into a network of trails that will link the community to the larger Buckwalter Tract community and eventually tie to the new public schools. This trail system will further develop recreational opportunities by possibly including a network of small picnic areas, pond fishing platforms, nature/interpretive trails, etc.

These recreational ideas will be further developed and refined and incorporated into each phase of the development team's progress with planning efforts after final PUD approval by Council. This progression of master plan refinement is normal to the development process for a community and these refinements will be based on adjustments to facilitate market fluctuations.

9. Setbacks and Buffers

Setbacks and buffers will meet or exceed the requirements of the current Beaufort County DSO (See Section 5.2.9 of Appendix A, or as amended herein) and shall apply to the perimeter of the PUD only. In addition, those parcels within the PUD and adjacent to Old Miller Road shall be developed by maintaining a minimum building setback of fifty feet (50') from the road right-of-way and have a landscape zone of approximately twenty-five feet (25') adjacent to the Old Miller Road right-of-way. This landscape zone may include a combination of berms, lawns and plantings. Within this landscape zone the applicant shall be permitted the development of a leisure trails system which would include linkages to other trails within a more expansive trail system.

C. Stormwater Drainage

The storm water management and system design will be designed to meet the requirements of the Beaufort County Engineer, the Beaufort County Ordinances and the Beaufort County Best Management Practices Manual, as well as applicable state and federal standards. The outfall for the development shall be directed towards the May and Okatie Rivers by the existing wetlands and drainage systems.

The community is planned to include a stormwater drainage system which provides a variety of water conveyances including drainage inlets and manholes, pipes, open ditches, freshwater wetlands, and retention/detention ponds. The ponds will provide the capacity necessary to retain post development storm water runoff rate equal to pre-development runoff rates for the twenty-five year storm event. The ponds will also retain the first flush runoff over a twenty four hour period. (See Exhibit N - Conceptual Master Storm Drainage Plan, Exhibit O - Letter from OCRM and Exhibit P - Submittal Letter to County Engineer.)

The storm water infrastructure elements will meet the standards as outlined in Section 5.4 Storm Water Management Standards.

Prior to the issuance of any development permit for site development within Grande' Oaks PUD, the Applicant shall submit stormwater runoff quality design criteria to the Beaufort County Engineer, for the required design criteria of the Beaufort County Manual for Stormwater Best Management Practices as amended March, 1998. This design criteria is an enforceable standard hereunder which may not be altered without the approval of the County Engineer, or a properly approved Amendment hereto under Beaufort County law.

The Conceptual Drainage Plan is subject to modifications as development progresses. Exact locations of ponds will be determined at the time of construction which will be reviewed by the Beaufort County Engineer. The

system is designed as a "common" system which is reliant on the inter-connected system of pipes, ditches and ponds, thus alleviating the requirement of individual retention systems as each phase is developed.

D. Utility Services

1. Potable Water

Potable water will be provided by the Beaufort/Jasper Water and Sewer Authority. The developer will construct the system and turn them over to the Authority upon acceptance by the State Department of Health and Environmental Control (DHEC). (See Exhibit I - Letter from Beaufort/Jasper Water & Sewer Authority and Exhibit Q - Conceptual Water Distribution System Master Plan.)

2. Waste Water

Waste water will be accommodated via on-site, sewage treatment and disposal system provided by Beaufort Jasper Water Authority (See R - Conceptual Sanitary Sewer System Master Plan). Water will be served by an extension of the proposed Buckwalter Tract water main to connect to the 12" water main serving the Bluffton school campus site and sewer will be provided by connecting to the regional system being designed for the Highway 278 corridor from McGarvey's Corner to Rose Hill. Wastewater flows will be processed at the Cherry Point/Oaktie WWTP. (See Exhibit I - Letter from BJWSA)

3. Electrical Service

Electrical service will be provided by South Carolina Electric and Gas (SCE&G) and will be extended on an as needed basis as each phase is developed. (See Exhibit J - Letter from SCE&G.)

4. Telecommunication Service

Cable television service will be provided by Bluffton Cable Co. (See Exhibit L - Letter from Bluffton Cable Co.) Telephone service will be provided by Bluffton Telephone Company. (See Exhibit K - Letter from Bluffton Telephone Company.) If satellite dishes are permitted, the location and size will be controlled by the Homeowner's Architectural Review Board.

E. Public Services

1. Law Enforcement

Public order and law enforcement will be provided by the Beaufort County Sheriff's Department.

2. Fire Protection

Fire protection services shall be provided by Bluffton Township Fire Department. The water fire flows have been reviewed and approved by the Bluffton Township Fire Department. (See Exhibit S - Fire Protection Approval Form.)

3. Emergency Services

Emergency 911 services will be provided to this site by the Beaufort County Sheriff's Department, Bluffton Townhsip Fire Department, and Beaufort County EMS.

4. Solid Waste Disposal

Solid waste disposal will be provided by Waste Management of the Low Country. (See Exhibit M - Letter from Waste Management of the Low Country)

F. Ownership of Common Areas

The developer of Grande' Oaks plans to provide for the development of a Property Owners Association that will own, manage and maintain the common areas in their natural and manicured landscaped areas. Utility maintenance will be provided by the respective utility whether water, sewer (if any), electrical, cable tv, telephone, and others not anticipated at this time.

Streets and roadways will be designed to Beaufort County standards or to standards modified by this PUD document. These streets are anticipated to be maintained through the Property Owners Association. The Property Owners Association may, at sometime in the future, offer the common areas, roadways and streets for public dedication in the future.

G. Proposed Streets

The Grande' Oaks Tract is planned to incorporate approximately ± 1 miles of access to streets, including a two lane boulevard, that provides access to the neighborhoods, the neighborhood streets will total ± 4 additional miles bringing the total to approximately ± 5 miles of streets. These interconnecting conceptual

street locations are shown on Exhibit H - Grande' Oaks Master Plan. The street network links the various neighborhoods, recreational and community service areas.

The alignment of streets as illustrated on the Master Plan are conceptual and subject to adjustment as final development plans are prepared to respond to future market or site considerations. The final alignments of all streets will be prepared and submitted to the County for review and approval as the phases of development progress.

The streets at Grande' Oaks are anticipated to be maintained through the Property Owners Association. The Property Owners Association may, at sometime in the future, offer the common areas, roadways and streets for public dedication in the future.

The proposed street names for consideration by the County are enclosed as Exhibit T - Proposed Street Names.

H. Phasing

The development of Grande' Oaks is anticipated to occur over a period of 10 to 15 years with lot development and release occurring at the rate of 50 to 80 home sites per year. Of course, economic trends may accelerate or decelerate this progress. (See Exhibit U - Proposed Phasing Plan)

IV. SITE DESIGN AND DEVELOPMENT STANDARDS

The development standards will apply to all areas of the Grande' Oaks PUD. Architectural guidelines and restrictive covenants will set standards for all design and construction materials and will meet and or exceed the Beaufort County DSO, consistent with any modifications approved under this PUD application.

The development standards for the Grande' Oaks PUD will meet and or exceed Article V of the Beaufort County DSO as of the application date for this PUD with certain modifications as proposed herein. The site design and development standards proposed herein and referenced to the latest (obtained September 30, 1998 from the Beaufort County Zoning Office, Charles Gatch) DSO, as found in the Appendix, will supersede the development standards requirements of the DSO.

A. Zoning and Development Standards Ordinance, Article V Site Design and Development Standards are modified as follows:

Section 5.2.1 Parking, Street and Thoroughfare Standards (Page 401)

After the last sentence of the paragraph, Add the following:
"The required parking space for any number of separate uses may be combined in one. The required space assigned to one use may not be assigned to another use, except that the number of parking spaces for Community Recreation Facilities, Community Entrance and Sales Center shall be the number shown to be necessary and reasonable by data submitted by the developer and approved by the County Engineer."

Section 5.2.1.2 Minimum Off Street Parking Requirements (Page 401)

After the last sentence of the paragraph, Add the following:
"Allowance for golf cart parking, as used by residents of the development, may reduce the requirement for standard parking. Parking requirements will be approved by the County Engineer at time of development permit."

Section 5.2.1.4 Access to Major Thoroughfares

Add the following:
"Access to major thoroughfares shall be in accordance with the approved Conceptual Land Use Plan."

Section 5.2.9 Site Design and Density Standards

Add the following to the opening paragraph:
"For clarification, a net acre is that acre which remains after the deduction of easements for existing utilities, easements for existing roads, and easements for existing ditches. All remaining uplands, and freshwater wetlands are included in the net acreage for density calculations. (Also change to 10.2.88)."

(a) Setbacks

Add the following after the first paragraph on Page 423 just prior to the table:
"Setback requirements apply to perimeter of the PUD only and will meet or exceed the requirements of the DSO or as modified herein."

Replace Table 1 - Page 423 with the following:

Setback Table

Proposed Use	Existing Adjacent Use				
	LR	MR	IR	C	INST
LR	10	10	15	20	15
MR	10	10	10	20	15
IR	20	15	15	20	20
C	30	30	30	10	30
INST	20	25	25	30	20

Feet of setback for one or two habitable stories

(B) Setbacks from Major Thoroughfares

Add the following:
"Setback requirements apply to perimeter of the PUD only. Internal setbacks will be in accordance with the directives in the CCR."

(C) Setbacks at Intersections

Add the following:
"Setback requirements apply to perimeter of the PUD

only. Internal setbacks will be in accordance with the directives in the CCR."

(D) Buffer requirements

Add the following after the first paragraph:
"Buffer requirements apply to the perimeter of the PUD only and will meet or exceed the requirements of the DSO or as modified herein."

Replace Table 2 - Page 425 with the following:
Buffer Requirement Table

Proposed Use	Existing Adjacent Use				
	LR	MR	IR	C	INST
LR	0	0	0	0	0
MR	50	50	50	50	50
IR	60	50	50	50	50
C	80	50	50	50	50
INST	50	50	50	50	50

(E) Open Space Standards

Add the following:
"Open Space requirements will be calculated based on the boundaries of the PUD and are not site specific for each phase of the PUD. The Grande' Oaks PUD exceeds the requirements of subparagraph E - Open Space Standards. The PUD allows for flexibility in the development of the Permitted Uses (Section III Development Plan, Paragraphs B7 and B8 - Open Space and Buffers).

The final plan for the PUD may vary from the Master Plan as to the configuration for streets, open spaces, and lot sizes. However, the total open space, when developed will exceed the requirements of the current DSO herein. The character and intent of the

approved Master Plan will be adhered to.

B. Zoning and Development Standards Ordinance, Article VI, Development Permits

Section 6.2 Development Exempt from Permit

Delete (E) and add the following:

"The Grande' Oaks PUD shall be exempt from the need for a development permit for the harvesting or cutting of timber in designated timber areas, and forest management areas, providing that the owner/operator notifies, in writing, the County Zoning and Development Administrator no less than five days prior to the cutting of timber with a statement indicating the location, estimated number of acres to be harvested, and dates the cutting will occur. It is understood that the cutting will be done in compliance with best management practices and the Forest Management Plan, and not harvesting or cutting of trees with contemplation of other or further land development."

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

Downzoning (11) | Upzoning (10)

Land Use Type	Jurisdiction/ Zoning District		
	Beaufort County	**Town of Bluffton**	**Annex Request**
	Grande Oaks PUD - Village Center (VC 1 & 2) Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract	Grande Oaks Commons - Land Use Tract
Agriculture			
Tree farm, timber area, or forest management area.	---	P	---
Silviculture.	---	P	P
Farm or establishment for the growing, care and harvesting of field crops and vegetables, but not including processing and packing of such products nor the commercial raising, care, or processing of poultry, cattle, swine, goats, or sheep	---	P	---
Game Management.	---	P	---
Civic/ Institutional			
Assisted Care Units used to establish a Certificate of Need (CON)	---	P	P
Assisted living facilities, nursing homes and congregate care facilities	---	P	P
Cemeteries provided that such use does not include a funeral home or crematorium.	P	P	---
Churches, synagogues, temple and other places of worship	P	P	P
Civic, cultural, municipal, governmental, educational (public or private), conference centers, research or other similar facilities which may include housing for staff, faculty and professionals and may include student housing and employee dormitories	P	P	P
Governmental post office	P	C	C
Library.	P	P	P
Museum.	P	P	P
Offices for governmental or institutional purposes.	P	P	P
Public emergency service facilities, library, museum, day care facilities, social/community centers, etc.	P	P	P
School	P	P	P
Commercial, Retail, Services, Offices, and Light Industrial			
Accessory uses customarily appurtenant to a permitted or conditional use	P	P	P
Animal hospital, veterinary clinic or kennel	---	C	P
Antique store	P	P	P
Appliance, radio, television store or repair shop	P	P	P
Art supply store	P	P	P
Assembly of electronic components and accessories	---	C	P
Assembly of wooden containers; household wooden furniture; wood office furniture; partitions, shelving, lockers and store fixtures; cabinet work; and custom carpentering	---	C	C
Auto accessory store	P	C	P
Automobile carwash, laundry or washateria	P	C	C
Automobile garage for the repair and servicing of vehicles	---	C	---
Automobile service station	P	C	P
Bakery provided that goods baked on the premises are primarily sold at retail only	P	C	P
Bank or financial institution	P	C	P
Barber ship, beauty shop, or combination thereof.	P	P	P
Bicycle repair and sales shop	P	P	P
Book, magazine, newspaper shop	P	P	P
Brooms, brushes, and combs; fasteners, buttons, needles and pins manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Bulk storage of petroleum or other flammable, volatile or hazardous materials	---	C	---
Business involving the rendering of personal services other than an automobile laundry, or an automobile repair garage.	P	P	P
Cameras and other photographic equipment excluding film and chemicals manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Campgrounds	---	C	---
Candy store	P	P	P

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

Downzoning (11) | Upzoning (10)

Land Use Type	Jurisdiction/ Zoning District		
	Beaufort County	**Town of Bluffton**	**Annex Request**
	Grande Oaks PUD - Village Center (VC 1 & 2) Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract	Grande Oaks Commons - Land Use Tract
Carpentry workshop or cabinet making/wood furniture operation	---	C	P
Clothing store	P	P	P
Clothing tailoring operation including retail custom and repair work only	P	C	P
Club, lodge, union hall or social center.	---	P	P
Club; business or civic association.	---	P	P
Cold storage plant	---	C	C
Commercial parking lot for passenger automobiles excluding use of lot for overnight sleeping.	---	P	P
Commercial recreation facility, specifically including billiard parlor and theater.	---	P	P
Commercial, recreation or vocational school.	---	P	P
Computers, computer components, and computer accessories including, but not limited to: printed circuit boards, semiconductors, terminals, printers, storage devices, peripheral equipment, and software manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Conference center, retreat house.	P	P	P
Contractor's office	---	C	C
Convenience store	P	P	P
Customary home occupations	P	C	C
Delicatessen, restaurant, soda fountain or other eating and/or drinking establishments	P	C	P
Dressmaker, seamstress, tailor	P	P	P
Drug store or pharmacy	P	P	P
Dry cleaning establishment for pick up and drop off service only (excluding dry cleaning on the premises).	---	C	C
Dry cleaning or laundry pickup agency provided that any laundering, cleaning or pressing done on the premises involves only articles delivered to the premises by individual customers.	---	C	C
Dry cleaning self-service and/or laundry self- service facility.	---	P	P
Eating and/or drinking establishment.	P	P	P
Electrical and electronic components and systems for office and consumer use including, but not limited to: audio and video equipment, television sets, radios, telephones, telegraphs, and calculating machines manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Electronic capacitors, coils, connectors, and resistors for small office and consumer products; electron tubes manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Florist shop	P	P	P
Fruit, nut and/or vegetable store	P	P	P
Games, toys, dolls, figurines, and stuffed animals; small curios, novelty items, and tourist souvenirs manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Gas Station	P	P	P
Gift or curio shop	P	P	P
Grocery store	P	P	P
Hand held firearms excluding ammunition manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Handicrafts workshop or fine arts studio.	P	P	P
Hardware store	P	P	P
Hobby and/or toy shop	P	P	P
Horticultural nursery.	P	P	P
Insurance agency	P	P	P
Jewelry and watch repair shop	P	P	P

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

Downzoning (11) | Upzoning (10)

Land Use Type	Jurisdiction/ Zoning District		
	Beaufort County	**Town of Bluffton**	**Annex Request**
	Grande Oaks PUD - Village Center (VC 1 & 2) Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract	Grande Oaks Commons - Land Use Tract
Junk yards, auto salvage yards, and outdoor storage of vehicles	---	C	---
Laboratory for research, development, experimentation or testing; or biotechnology operation provided there is no activity exceeding Biosafety Level II and no use of recombinant DNA.	---	C	C
Light assembly or fabrication	---	C	C
Lighting fixtures, fans, lamp bulbs and tubes manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Lightweight metal or plastic furniture; drafting equipment; writing, drawing, and marking implements manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Locksmith or gunsmith	P	P	P
Magnetic and optical recording media, audio/video tapes and disks manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Materials for fiber optic processes manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Meat, fish, and/or poultry shop	P	C	P
Medical, dental, or chiropractic office, clinic and/or laboratory.	P	P	P
Medical/ Healthcare Facility/ Hospital	P	P	P
Medical, surgical, and dental instruments; optical and opthalmic instruments, lenses, and eyeglasses; orthopedic and prosthetic appliances manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Millinery or hat shop	P	P	P
Mini-warehouse facilities	---	C	C
Model Home Sales Center	P	P	P
Motion picture studio and/or video commercial preparation; FAX machine services and distribution, photographic, optical goods, watches/clocks assembly and distribution	---	C	C
Music store and/or record shop	P	P	P
Needlecraft companies involved in the making of clothing from broad and narrow woven fabrics and other small wares including cotton, man-made fibers, silk and wool; knit goods, yarn, and lace goods; men's, youth's and boy's suits, coats and overcoats; men's, youth's and boy's furnishings, work clothing, and allied garments; women's, misses', juniors', girls', children's and infant's outwear and undergarments; dress and work gloves; robes and dressing gowns; raincoats made of cloth or canvas; canvas products; curtains and draperies	---	P	P
Newspaper publishing plant	---	C	C
Office building and/or office for government, business professional or general purposes	P	P	P
Office supply and equipment store	P	P	P
Offices for business use including, but not limited to: insurance, real estate, travel, and advertising agencies; business consulting.	P	P	P
Offices for general administrative functions including operations management, sales and marketing, clerical service, personnel management, accounting/finance, data processing, and design/engineering.	P	P	P
Offices for professional use including, but not limited to: accounting, architecture, engineering, surveying, law, medicine, chiropractic, and dentistry.	P	P	P
Off-street commercial parking or garage.	---	P	P
Package liquor store	P	P	P
Pet shop	P	C	P

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

Downzoning (11) | Upzoning (10)

Land Use Type	Jurisdiction/ Zoning District		
	Beaufort County	**Town of Bluffton**	**Annex Request**
	Grande Oaks PUD - Village Center (VC 1 & 2) Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract	Grande Oaks Commons - Land Use Tract
Photocopying, typesetting, or stripping operation; bindery.	---	P	P
Photographic and camera supply and service store	P	P	P
Photographic studio	P	P	P
Precision instruments and gauges used for measuring, testing, control, display, and analysis; precision instruments used for communications, search, detection, navigation, and guidance.	---	P	P
Printing, lithography, and gravure	---	C	P
Private or semiprivate club, lodge, union hall or social center.	---	P	P
Radio and/or television station	---	P	P
Radio or television studio excluding telecommunications tower.	---	P	P
Real estate agency	P	P	P
Restaurant	P	C	P
Retail, wholesale or storage business involving the sale of merchandise on the premises; except those uses which involve open yard storage.	---	P	P
School offering instruction in art, music, dancing, drama, or similar cultural activity.	P	P	P
School or day care center.	P	P	P
Seafood or shellfish packaging and processing	---	C	C
Shoe store	P	P	P
Small office supplies and machines suitable for sale in stationery store; household cooking equipment manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Sporting and athletic goods; musical instruments; hand-held tools; lawn and garden equipment manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Telecommunications tower	---	C	C
Telegraph office	P	P	P
Temporary office and/or storage building during a project involving construction but not to be used as a dwelling with the removal of same within 30 days upon project completion.	---	P	P
Temporary storage of construction materials during the construction process provided the materials are removed within 30 days after project completion.	---	P	P
Textile, fabric or apparel operation specifically including woven fabric mill, knitting mill, yarn and thread mill, and cut and sew operation manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	C	C
Trade shop or tool and die shop	---	C	C
Vending machines; signs and advertising specialties manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P	P
Warehouse, wholesale, or distribution operation.	---	C	C
Watches, clocks, meters, scales and other counting and timing devices manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	C	C
Workshop for building trade other than carpentry	---	P	P
Community Recreation			
Communitiy recreation facilities including parks; Lawn Games such as bocci, croquet, volleyball, etc.; Multi-use fields; offices/administrative buildings, Golf cart storage barn and maintenance facilities, accessory structures, Golf learning and practice facilities, equestrian facilities includingb barns, paddocks, stables, riding rinks, bridle trails, and equestrian learning/teaching facilities, Leisure Trails and Bike Trails	P	P	P

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

Downzoning (11) | Upzoning (10)

Land Use Type	Jurisdiction/ Zoning District		
	Beaufort County	**Town of Bluffton**	**Annex Request**
	Grande Oaks PUD - Village Center (VC 1 & 2) Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract	Grande Oaks Commons - Land Use Tract
Community Recreation service facilities including Public and/or Private Clubhouses, Pro shops, Snack Bars, Grills, Restaurants and Lounges associated with clubhouses, and ancillary uses associated with community recreation facilities such as craft centers, fitness centers, etc.	P	P	P
Neighborhood Parks.	P	P	P
Playgrounds.	P	P	P
Recreational Building including but not limited to uses such as indoor recreation, meeting, assembly, banquet, fitness and hobby space.	P	P	P
Swimming Pools, Pool Bath Houses and Gazebos.	P	P	---
Tennis Courts.	P	P	P
Unlighted, regulation size or par-three golf course.	---	P	P
Lodging			
Hotel, bed and breakfast inns, and motels.	---	P	P
Maintenance of Buckwalter Common and Recreational properties			
Maintenance facilities specifically for the maintenance of Buckwalter common and recreational properties including offices; shops for woodwork, metalwork and painting; fuel storage; storage of chemicals and bulk materials as permitted by law; mulching facility and storage; greenhouses, plant propagation areas and holding yards; vehicle maintenance; and storage of vehicles and parts, boats, recreational vehicles and resident storage units	---	P	P
Open Space			
Boardwalks, trails, bridges and other permitted structures.	P	P	P
Conservation areas.	P	P	P
Disposal of reclaimed water as permitted by SCDHEC.	P	P	P
Forests, wildlife preserves/corridors, conservation areas and greenbelts.	P	P	P
Garden plots.	P	P	P
Lagoons, ponds, impoundments, lakes and effluent disposal areas.	P	P	P
Landscaped areas.	P	P	P
Open space and buffers.	P	P	P
Passive public park.	P	P	P
Pedestrian/bicycle trails.	P	P	P
Perimeter buffers.	P	P	P
Public or private, regulation or par three golf courses including ancillary facilities such as golf learning centers, practice facilities and support facilities.	P	P	P
Recreation areas including, swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, gardens, etc.	P	P	P
Saltwater and freshwater wetlands including buffers.	P	P	P
Setbacks Buffers	P	P	P
Stormwater collection, treatment and detention.	P	P	P
Stormwater Management Lagoons.	P	P	P
Residential			
Multi-Family	P	P	P
Recreational vehicle parks	---	C	---
Single-Family Attached	P	P	P
Single-Family Detached	P	P	P
Roads			
Roads	P	P	P
Arterial streets and primary access roads.	P	P	P
Utilities			
Broad band multi-use transmission lines.	P	P	P
Cable television facilities.	P	P	P
Central telephone facilities.	P	P	P
Communication towers.	P	P	P
Fiber-optic lines.	P	P	P
Irrigation	P	P	P
Natural Gas Supply	P	P	P

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

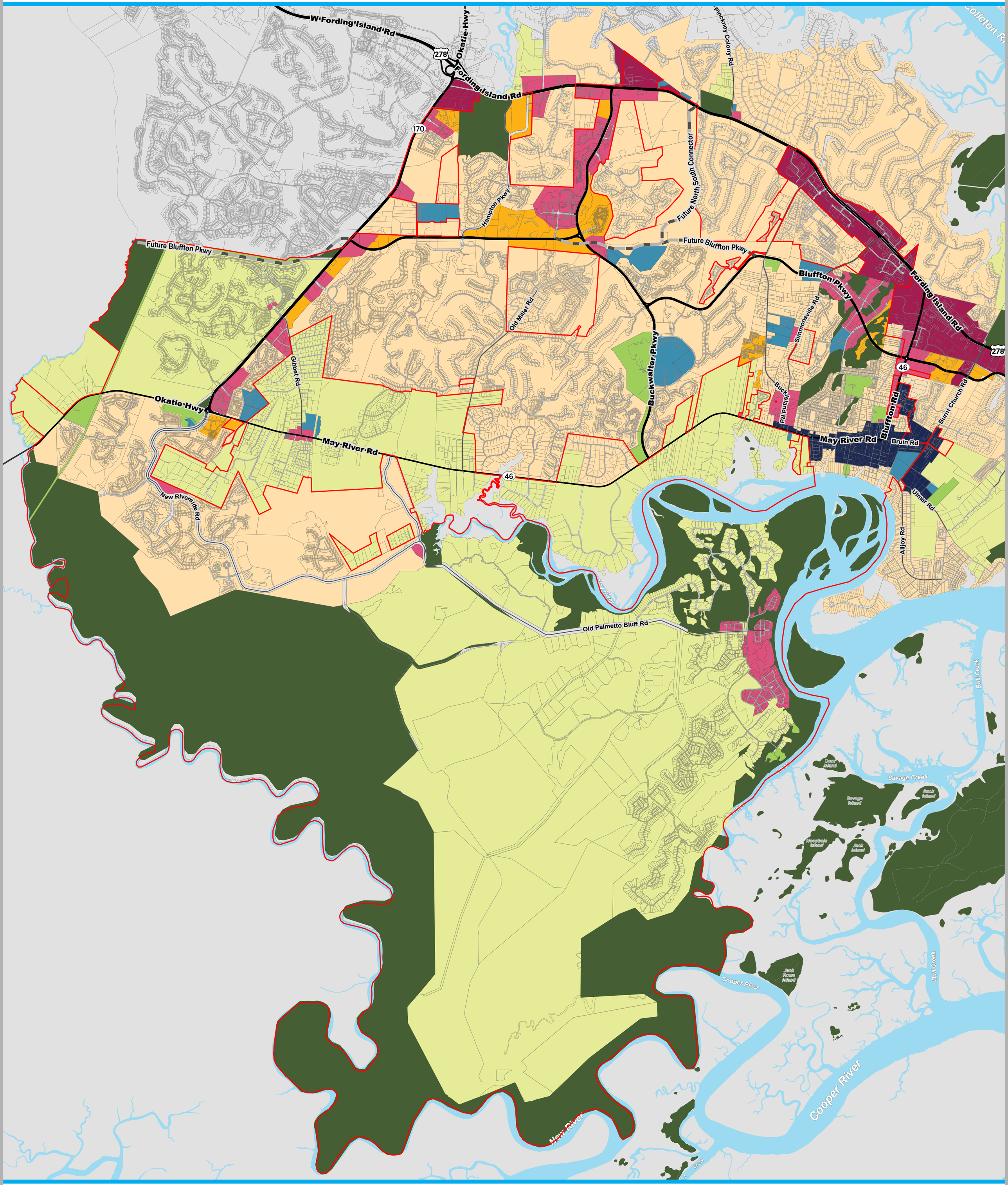
Downzoning (11) | Upzoning (10)

Land Use Type	Jurisdiction/ Zoning District		
	Beaufort County	**Town of Bluffton**	**Annex Request**
	Grande Oaks PUD - Village Center (VC 1 & 2) Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract	Grande Oaks Commons - Land Use Tract
Potable water supply and distribution.	P	P	P
Power substations.	P	P	P
Power transmission and distribution.	P	P	P
Public utility facility including substation, switching station, telephone exchange, pump station, water tower or fire tower.	P	P	P
Satellite antennas.	P	P	P
Solid waste transfer facility, site and accessory uses, including a recycling center	---	C	C
Telephone facilities.	P	P	P
Wastewater collection, treatment and disposal.	P	P	P
Water Supply.	P	P	P

TOWN OF BLUFFTON SOUTH CAROLINA

Future Land Use

Attachment 5



Legend

- Natural Spaces
- Recreation
- Community Services
- Residential Estate
- Suburban Living
- Lifestyle Housing
- Neighborhood Center
- Activity Corridor
- Town Center
- Waterway
- Town Limits

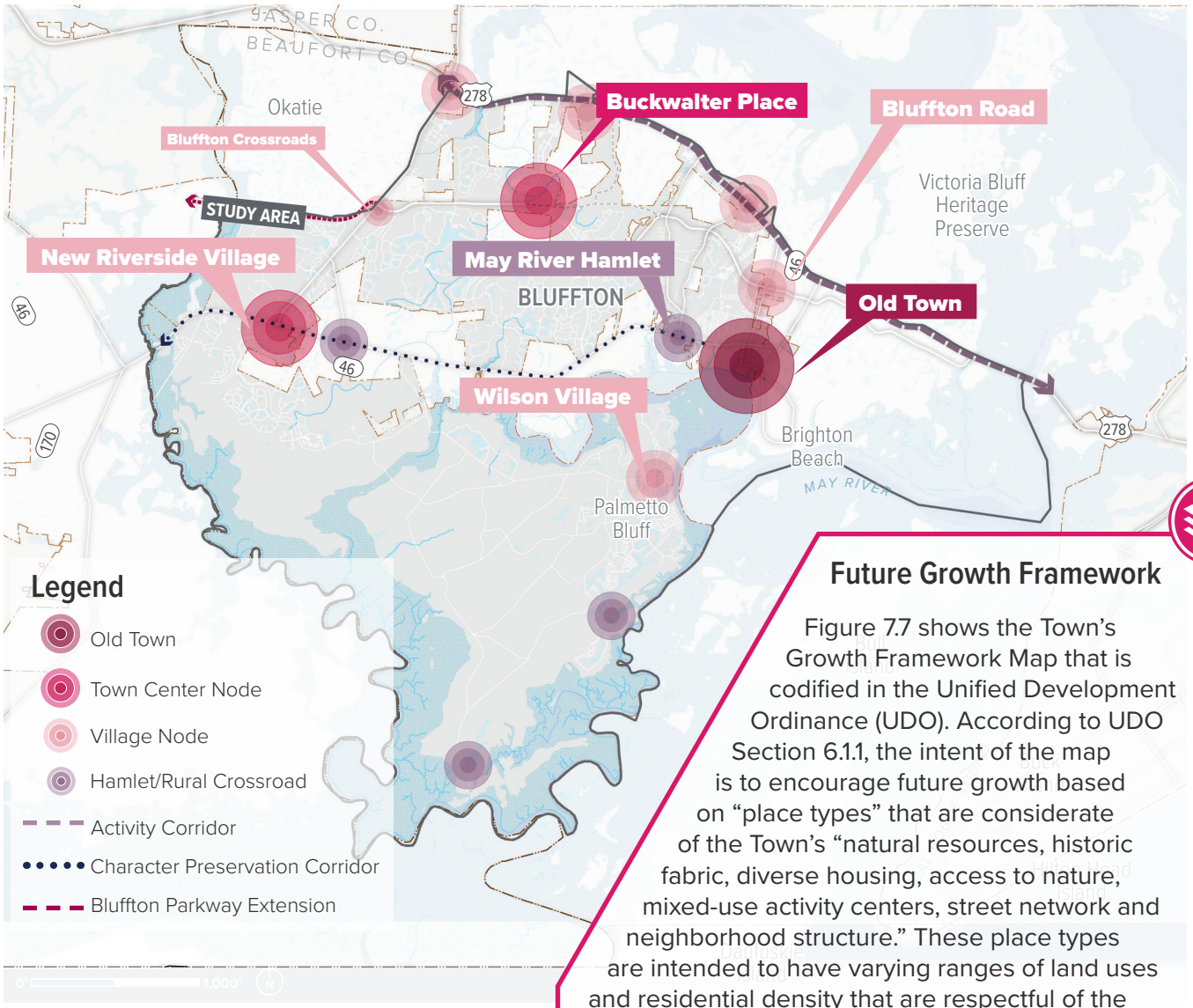
0 0.5 1 2 3 Miles

Adopted: 11/8/2022
Updated: 3/27/2023

Map Prepared By:
Ryan J. Coleman, GISP

N W E S

This map was created by the Town of Bluffton and is solely intended to be used as a graphical representation for the Town of Bluffton. The maps and data distributed by the Town of Bluffton are derived from a variety of public and private sector sources considered to be dependable, but the accuracy, completeness, and currency thereof are not guaranteed. The Town of Bluffton makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the Town of Bluffton GIS.



Future Growth Framework

Figure 7.7 shows the Town's Growth Framework Map that is codified in the Unified Development Ordinance (UDO). According to UDO Section 6.1.1, the intent of the map is to encourage future growth based on "place types" that are considerate of the Town's "natural resources, historic fabric, diverse housing, access to nature, mixed-use activity centers, street network and neighborhood structure." These place types are intended to have varying ranges of land uses and residential density that are respectful of the surrounding character. By establishing place types, the Town can determine the most appropriate future land use and zoning district designations. Place types include town centers, villages, hamlets, and rural crossroads. Buckwalter, for example, is a town center, which is an area where greater land use intensity and residential density is planned. Old Town and New Riverside Village are both villages, where compact mixed-use development and moderate density is promoted. There are multiple hamlets and rural crossroads proposed. These are the smallest forms of urban development in the area located at key crossroads and the end of major access points.

Two of the growth areas have been identified as "Focus Areas" in this Plan, which is further explained in this section. They include Bluffton Crossroads and Buckwalter Place.

m. **Forge new connections.** Leverage the emerging community-wide trail system to connect all parts of the community. Strengthen partnerships with neighboring jurisdictions to ensure consistent maintenance of public infrastructure, and execute key roadway expansions such as the Bluffton Parkway to reduce traffic congestion within the community.

n. **Preserve the rural corridors and gateways.** Several roadways serve as gateways or entrances to Bluffton. The existing rural character should be protected to maintain the gateway into the community. South Carolina Highway 46 is a State Scenic By-Way.

6.1 Introduction and the Growth Framework Map

6.1.1 Intent

The Town strives to provide a sustainable, environmentally conscious, and business friendly community. In this regard, the intent of this Article is to provide applicants options and incentives to integrate sustainable growth principles for neighborhood development and building construction, as well as promote workforce/affordable housing goals.

A portion of this Section is facilitated through the use of a *Growth Framework Map* which sets forth a land use vision that assumes that growth should be sustainable as stated in the Town of Bluffton *Comprehensive Plan*. The *Growth Framework Map* is structured to suggest patterns of growth into "place types" that are intended to result in a growth pattern that respects the Town's natural resources, historic fabric, diverse housing, access to nature, mixed-use activity centers, street network and neighborhood structure. Place types are made up of centers and edges with varying degrees of residential and non-residential intensity. Centers consist of locations where a range of uses and density establishes context and character. Edges are either natural (such as a wetland, lake, or coastal marsh) or man-made such as a highway, parkway, or utility easements.

The Town of Bluffton recognizes that a growth framework is necessary to prepare for a more compact and sustainable future. The Town further recognizes that certain areas are best suited for a more intense land development scenario while other areas are more suited for a lower intensity of land use. To effectively and efficiently provide public services, attract desired investment, protect property values, and protect key natural resources, this growth framework is vital as the Town of Bluffton increases in population.

6.1.2 Applicability

This Article shall apply to all development or redevelopment located within a Place Type as designated on the *Growth Framework Map*, as adopted herein, and/or located within an already existing neighborhood as defined in the Town's *Comprehensive Plan*. Each application shall be judged on its own merit and the request for approval of Sustainable Development Incentives defined herein, shall be made at the time the applicable application is submitted.

The *Growth Framework Map* shall serve as a guiding document to facilitate preferred growth scenarios and is composed of the following Place Types:

A. **Rural Crossroads:** Located at the intersection of two or more rural roads, the Rural Crossroads provide a small amount of locally serving retail in a rural context. Generally, rural crossroads should have a distinct boundary from nearby agricultural uses or the natural environment;

B. **Hamlet:** Located in less urbanized areas, Hamlets typically exist at the edge of rural and developed areas. A Hamlet is made up on a single center with a small retail area and is surrounded by sparsely developed residential areas and rural businesses. The retail area and surrounding residential area of the hamlet transitions into agricultural areas or natural settings;

C. **Village:** Located in highly developed areas or those areas to be developed, a Village consists of a single center surrounded by compact, complete and connected neighborhoods providing support for a mixed-use area with moderate intensity. The mixed-use development occurs at the intersection of larger neighborhoods and along corridor connecting multiple neighborhoods; and

D. **Town Center:** Located in the most intensely developed areas or those areas to be intensely developed, Town Centers consist of compact, complete, and highly connected neighborhoods that support a larger, most intense mixed-use development condition. Buildings within the Town Center are usually larger, attached, and may be up to five stories in height.

6.1.3 Approval Authority

Sustainable Development Incentives, as described herein, shall be determined and approved by Town Council, unless approval authority is delegated to Town Manager through Town Council Resolution.

6.1.4 Calculation of Fee(s), Refund(s), Waiver(s)

Sustainable Development Incentives shall be calculated as described in this Article using the Master Fee Schedule and/or applicable Development Agreement in effect at the time the application requesting Sustainable Development Incentives is determined complete by the UDO Administrator. Refund(s), as described in this Article, refer to fees paid by the applicant for the application requested prior to approval of incentives. Waiver(s), as described in this Article, refer to future fees applicable to the application that the approval authority has determined are no longer due as part of the overall approved incentives.

6.2 Design Parameters

The following land use scenarios and development characteristics shall apply to development and/or redevelopment within the place type designations as illustrated on the *Growth Framework Map*. Further, as applicable per the below Table, *Article 4, Zoning Districts* shall serve as a baseline for implementation.

Table 6.2: Design Parameters

	Rural Crossroads	Hamlet	Village	Town Center
Activity Mix	Retail, Service, Agricultural, Community/Civic Use	Retail, Service, Residential, Agricultural, Community/Civic Use	Retail, Service, Residential, Community/Civic Use	Retail, Service, Residential, Community/Civic Use
Mix of Uses	Horizontal Mixed Use	Horizontal Mixed Use	Horizontal and Vertical Mixed Use	Horizontal and Vertical Mixed Use
Character of Buildings	Detached Residential, Agricultural Buildings, Other Detached Buildings	Detached Residential, Agricultural Buildings, Other Detached Buildings	Attached and Detached Residential Buildings, Attached and Detached Non-Residential Buildings	Mostly Attached Buildings
Place Type Scale	Size: 0.5-5 acres	Size: 6-80 acres	Size: 160+ acres	Size: 200+ acres
Zoning District Allocation	0-10% AG 20-50% RG 30-80% RMU	0-20% RMU 20-50% RG 30-70% NC	10-30% RG, NG-HD 20-60% NC, NCE-HD 10-30% GM	5-10% RG, NG-HD 30-70% NC, NCE-HD 30-70% GM

Attachment 7
Hilton Head Medical Center, LLC Annexation,
Zoning Map Amendment, Comprehensive Plan Future Land Use Map Amendment, Buckwalter Development Agreement Amendment, and Buckwalter Concept Plan Amendment
Application Meeting Sequence
DRAFT

(Dates Are Subject to Change)

Meeting	Date	Task Description/ Application(s) for Review	Action(s)	Notes
Pre-Application Meeting	**December 2024**	Annexation Petition Comprehensive Plan Amendment Zoning Map Amendment Development Agreement Amendment Concept Plan Amendment	Review of Application Requirements and Timeline	
Application Submittal Meeting	**September 1, 2025**	Annexation Petition	Submittal of Revised Annexation Petition	
Town Council "Intent to Annex", Acceptance of Petition & Referral to Negotiating Committee	**October 14, 2025**	Annexation Petition	Town Council acceptance of petition by majority vote if they desire to move forward with the request & referral to the Negotiating Committee if deemed necessary	
Negotiating Committee Meeting	**TBD**	Annexation Petition Comprehensive Plan Amendment Zoning Map Amendment Development Agreement Amendment Concept Plan Amendment	If required pursuant to Town Council vote to refer application to the Negotiating Committee. Discussion, negotiation, and recommendation to Planning Commission and Town Council	
Negotiating Committee Meeting	**TBD**	Annexation Petition Comprehensive Plan Amendment Zoning Map Amendment Development Agreement Amendment Concept Plan Amendment	If second meeting is deemed necessary	
Submittal of Revisions for Planning Commission Workshop Packet	**TBD**	Annexation Petition Comprehensive Plan Amendment Zoning Map Amendment Development Agreement Amendment Concept Plan Amendment	Resubmittal of Applications with Revised Materials	

Attachment 7
Hilton Head Medical Center, LLC Annexation,
Zoning Map Amendment, Comprehensive Plan Future Land Use Map Amendment, Buckwalter Development Agreement Amendment, and Buckwalter Concept Plan Amendment
Application Meeting Sequence
DRAFT
(Dates Are Subject to Change)

Meeting	Date	Task Description/ Application(s) for Review	Action(s)	Notes
Planning Commission Workshop	**TBD**	Annexation Petition Comprehensive Plan Amendment Zoning Map Amendment Development Agreement Amendment Concept Plan Amendment	Discussion and Comments for Consideration.	
Public Hearing Notice 30 days Prior to Public Hearing	**TBD**	Annexation Petition ☐ ☐ ☐ Comprehensive Plan Amendment ☐ ☐ Zoning Map Amendment ☐ ☐ ☐ Development Agreement Amendment ☐ ☐ Concept Plan Amendment ☐ ☐	Mail letters notifying adjacent property owners within 500' radius of pending applications and upcoming rescheduled Planning Commission Public Hearing ☐ Post the property ☐ Newspaper Notification ☐	
Submittal of Revisions for Planning Commission Public Hearing Packet	**TBD**	Annexation Petition Comprehensive Plan Amendment Zoning Map Amendment Development Agreement Amendment Concept Plan Amendment	Any revisions to plans will need to be resubmitted by this date to provide adequate time for staff to review and comment.	
Planning Commission Public Hearing & Recommendation to Town Council	**TBD**	Annexation Petition △ Comprehensive Plan Amendment △ Zoning Map Amendment △ Development Agreement Amendment △ Concept Plan Amendment △	Public Hearing and Recommendation to Town Council Public Hearing Cases △	
Submittal of Revisions for Town Council 1st Readings Packet	**TBD**	Annexation Petition Comprehensive Plan Amendment Zoning Map Amendment Development Agreement Amendment Concept Plan Amendment	Any revisions to plans will need to be resubmitted by this date to provide adequate time for staff to review and comment.	

Attachment 7
Hilton Head Medical Center, LLC Annexation,
Zoning Map Amendment, Comprehensive Plan Future Land Use Map Amendment, Buckwalter Development Agreement Amendment, and Buckwalter Concept Plan Amendment
Application Meeting Sequence
DRAFT

(Dates Are Subject to Change)

Meeting	Date	Task Description/ Application(s) for Review	Action(s)	Notes
Town Council Ordinance 1st Readings	**TBD**	Annexation Petition Comprehensive Plan Amendment Zoning Map Amendment Development Agreement Amendment Concept Plan Amendment	Ordinance 1st Readings	
Public Hearing Notice 30 days Prior to Town Council Public Hearing	**TBD**	Annexation Petition □ □ □ Comprehensive Plan Amendment □ □ Zoning Map Amendment □ □ □ Development Agreement Amendment □ □ Concept Plan Amendment □ □	Letters notifying adjacent property owners within 500' radius of pending applications and upcoming Town Council Public Hearing □ Post the property □ Newspaper Notification □	
Submittal of Revisions for Town Council Public Hearing and 2nd & Final Reading Packet	**TBD**	Annexation Petition Comprehensive Plan Amendment Zoning Map Amendment Development Agreement Amendment Concept Plan Amendment	Any revisions to plans will need to be resubmitted by this date to provide adequate time for staff to review and comment.	
Town Council Public Hearing & Ordinance 2nd and Final Readings	**TBD**	Annexation Petition △ Comprehensive Plan Amendment △ Zoning Map Amendment △ Development Agreement Amendment △ Concept Plan Amendment △	Public Hearing and Ordinance 2nd and Final Readings Public Hearing Cases △	

DRAFT

Attachment 8
Proposed Motion

ANNEXATION PETITION ACCEPTANCE

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 Southwest Corner of the Buckwalter Parkway and Lake Point Drive Intersection and Bearing Beaufort County Tax Map Nos. R600-029-000-2409-0000

*"I move to **[accept / decline to accept]** 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, and Bearing Beaufort County Tax Map No. R600-029-000-2409-0000."*

REFERRAL TO THE NEGOTIATING COMMITTEE

If accepted, Town Council will then need to vote to refer or forgo referral of the annexation petition and concurrent applications to the Town of Bluffton Negotiating Committee

*"I move to **[refer / forgo referral of]** Hilton Head Medical Center, LLC's One Hundred Percent (100%) Annexation Petition to the Town of Bluffton Negotiating Committee"*

TOWN COUNCIL

STAFF REPORT
DEPARTMENT OF GROWTH MANAGEMENT

MEETING DATE:	October 14, 2025
PROJECT:	An Ordinance Amending Chapter 26 Article II of the Town Code to Establish Rules of Operation for Specialized Vehicles – First 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.

ACTION: As shown in the attached Ordinance, staff has included the following items that were discussed that needed additional research.

- All occupants in a Specialized Vehicle are required to use a seatbelt.
- Vehicles can only cross four lane highways at signalized intersections.
- All LSVs are required to meet the requirements of this Ordinance.
- If the Ordinance is approved in November of 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 ~~strikethrough.~~

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.* ~~Any child under the age of twelve (12)~~ All occupants must wear a seatbelt at all times when riding in a Specialized Vehicle being operated on a Public Roadway.

(Based on feed back at the August 26th workshop, some of Council would like to see that all occupants of a vehicle have a seatbelt and wear it. When writing the code, it should be an option for Council's consideration at first reading.)

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.

(This was something brought up during public comment, it's already addressed in the Ordinance. This code section already requires a type 1 or type 2 seatbelt at each designated seating position.)

(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.

(Council discussed this item and had questions as to if they wanted to restrict crossings at signalized intersections or non-signalized. There was discussion to update this section to say that any golf cart could only cross at a light but LSVs could cross at non-signalized intersections.)

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. 26-5~~3~~4-26-77.- 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

View the latest legislative information at the website

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:	October 14, 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. – First 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 First Reading of the proposed amended Ordinance, the following are next steps;

1. Second and Final Reading on November 13, 2025 and
2. 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, caberets 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: _____

Final reading: _____

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

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.

Municipal Association of South Carolina

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.

- Use 2022 NAICS
- Use 2023 Class Schedule

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

- Use 2027 NAICS
- Use 2029 Class Schedule

- Use 2022 NAICS
- Use 2025 Class Schedule

- Use 2027 NAICS
- Use 2029 Class Schedule

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

- Use 2022 NAICS
- Use 2025 Class Schedule

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

- Use 2027 NAICS
- Use 2031 Class Schedule

- Use new 2027 NAICS
- Use 2027 Class Schedule

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

- 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)

- Use 2027 NAICS
- Use 2027 Class Schedule

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

- Use 2032 NAICS
- Use 2033 Class Schedule

For questions or additional information,
contact Fran Adcock at 803.933.1201 or fadcock@masc.sc.

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
Projects and Watershed Resilience Department

MEETING DATE:	October 14, 2025
PROJECT:	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)
PROJECT MANAGER:	Beth Lewis, Water Quality Program Manager

REQUEST: Staff requests Town Council authorize the Town Manager to execute a contract (Attachment 2) with Gulf Stream Construction Company, Inc. for $2,129,673.71 for construction of the Pritchard Street Streetscape and Drainage Project. Additionally, Staff requests a contingency allowance of $410,326.29 (almost 20%) to cover any unforeseen changes that may arise during construction.

The total fiscal impact for the project construction is $2,540,000,00 and is within the approved budget for Fiscal Year (FY) 2026. A copy of the current, approved Project Data Sheet is attached (Attachment 3).

BACKGROUND: With the approval of the Fiscal Year 2025-2026 Strategic Plan and proposed Fiscal Year 2026 Budget, Town staff completed the design and construction documents for the Pritchard Street Streetscape and Drainage Project to include drainage and stormwater quality Best Management Practice (BMP) infrastructure, sidewalk, streetlighting, ADA compliance, traffic calming and paving improvements.

The bidding process was performed in accordance with the Town's Purchasing Ordinance including required public notice, a formal Invitation for Bid (IFB) posted on the Town's Vendor Registry, bid opening and reviews for the lowest priced, qualified, responsive and responsible offeror.

The bid opening was held on 9/15/2025 with three (3) bidders providing complete and responsive bids including:

- Gulf Stream Construction Company, Inc. $2,129,673.71
- Jarrell Brothers Construction. $2,258,122.60
- Platinum Paving and Concrete, LLC. $2,554,152.15

Gulf Stream Construction Company, Inc. was determined to be the lowest priced, qualified, responsive and responsible bidder.

NEXT STEPS: Upon approval and execution of this contract, Staff will initiate a pre-construction meeting and plan to commence construction in October 2025, with an approximate 240-day construction period, subject to inclement weather.

SUMMARY: This project originated from the Town's FY 2021-2022 Strategic Plan. It is supportive of the following Strategic Plan Guiding Principles:

Infrastructure

> **Guiding Principle #3:** Establish long term planning, prioritization and investment strategies for future infrastructure and facilities that improve the quality of life for citizens while being financially sustainable.

May River & Surrounding Rivers and Watersheds

> **Guiding Principle #1:** Support initiatives, such as the May River Watershed Action Plan, to improve water quality of the May, Okatie/Colleton and New Rivers and their watersheds.
>
> **Guiding Principle #2:** Seek collaboration and partnerships that protect and improve the May, Okatie/Colleton and New Rivers and their watershed.

Staff is requesting Town Council authorize the Town Manager to execute the proposed contract with Gulf Stream Construction Company, Inc.

ATTACHMENTS:

1. Presentation
2. Draft Contract
3. Project Data Sheet
4. Proposed Motion

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)

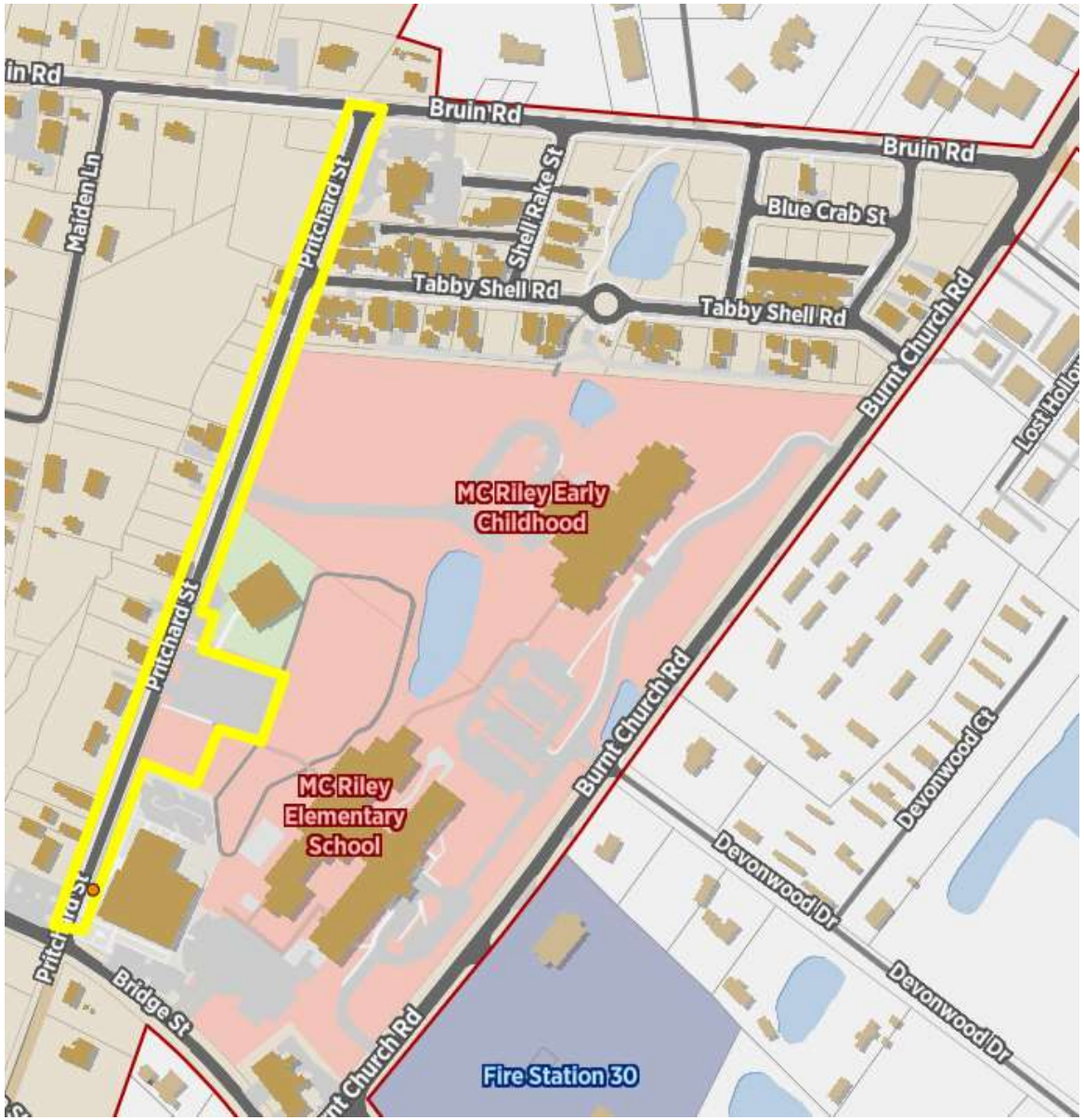
Presentation to Town Council

Beth Lewis

Department of Projects & Watershed Resilience

October 14, 2025

Project Location



Background

- Pritchard Street Streetscape Project will include drainage and stormwater quality Best Management Practice (BMP) infrastructure, sidewalk, streetlighting, ADA compliance, traffic calming and paving improvements.
- Construction of the water quality BMPs is funded, in part, by the United States Environmental Protection Agency and made possible by the South Carolina Department of Environmental Services, Section 319 grant in amount of $124,577.
- The bidding process was performed in accordance with the Town's Purchasing Ordinance including required public notice, a formal Invitation for Bid (IFB) posted on the Town's Vendor Registry, bid opening and review.
- The bid opening was held on 9/15/2025. Gulf Stream Construction, Inc. was determined to be the lowest priced, qualified, responsive and responsible offeror.
  - Gulf Stream Construction Company, Inc. $2,129,673.71
  - Jarrell Brothers Construction. $2,258,122.60
  - Platinum Paving and Concrete, LLC. $2,554,152.15

Request

- Staff requests Town Council authorize the Town Manager to execute a contract with Gulf Stream Construction Company, Inc. for $2,129,673.71 for construction of the Pritchard Street Streetscape Project.
- Additionally, Staff requests *$410,326.29* contingency allowance *(almost 20%)* to cover any unforeseen changes that may arise during construction.
- The total fiscal impact for the Pritchard Street Streetscape project construction is $2,540,000 and is within the approved budget for Fiscal Year (FY) 2026.

Next Steps

- Following Council approval, Staff will submit the contract for signatures and initiate the pre-construction meeting.
- A Notice to Proceed (NTP) will be issued at the pre-construction meeting and work is planned to commence October 2025.
- Construction is expected to be completed by the summer of 2026, subject to change due to inclement weather.

QUESTIONS & DISCUSSION

Proposed Motion

- *"I move to **approve (deny, approve as amended)** 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 $2,540,000.00, which includes a contingency of nearly 20%."*

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Town of Bluffton ("Owner") and Gulf Stream Construction Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of Streetscape and Roadway Improvements as shown on Cranston Engineering Drawings as referenced herein.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction of Streetscape and Roadway Improvements along Pritchard Street in Bluffton, South Carolina from the Bridge Street intersection to the Bruins Road intersection. The general scope of services includes but not limited to the following:

1. Mobilization and demolition
2. Erosion and sediment control
3. Coordination/Adjustments with existing utilities, proposed street lighting and associated conduit.
4. Grading and stormwater drainage.
5. Roadway, parking, curbing and sidewalk paving
6. Signage and pavement markings
7. Traffic control
8. Grassing

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ENGINEER

2.02 The Project has been designed by Cranston Engineering (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

The Work will be substantially completed within **240 days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **270 days** after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **$500** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **$500** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

For all Work other than Unit Price Work, a lump sum of: $ ___see attached_____

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All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price

Total of all Bid Prices (Unit Price Work) $2,129,673.71

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the n/a day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

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a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 10 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

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E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance bond
3. Payment bond.
4. EJCDC General Conditions
5. EJCDC Supplemental Conditions
6. EJCDC Standard Addendum to Agreement
7. EJCDC Special Conditions
8. SC DOT Standard Specifications for construction

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9. The solicitation documents including all specifications and engineering due diligence as provided in the solicitation documents, and including special provisions to SC DOT specs as provided by Cranston Engineering, and incorporated herein by reference.

10. Drawings

11. Addenda (numbers 1 through 6).

12. Terms and Conditions of SC DHEC grant agreement EQ-3-544

13. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid

    b. Schedule

14. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Work Change Directives.

    b. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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10.03 *Successors and Assigns*

A. Owner and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Compliance*

A. Offerors, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Offerors will not participate directly or indirectly in the discrimination prohibited by Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. This includes FHWA or FTA specific program requirement.

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B. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

i. Title VI of the 1964 Civil Rights Act (42 U.S.C. 2§000 et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601) Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;

iii. The Federal-aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex);

iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

v. The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982, (42 U.S.C. §47123), as amended, (prohibits discrimination on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened, the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

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compliance, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendment of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.).

C. Offerors shall at all times comply with all applicable wage and hour acts, including but not limited to the Fair Labor Standards Act (FLSA) (29 U.S.C. 201 et seq); the Davis-Bacon Act (40 U.S.C. 3141 et seq.); McNamara-O'Hara Service Contract act (41 U.S.C. 351 et seq);

D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq); Walsh-Healy Public Contracts Act (41 U.S.C. 35 et seq); Copeland Anti-Kickback Act (40 U.S.C 3145).

E. Offerors shall at all times comply with the Occupational Safety and Health Act (OSH Act)(29 U.S.C. chapter 15) and the South Carolina OSHA-approved state plan, which covers most private sector workers and all state and local government workers.

F. Offerors shall make best efforts to ensure that minority and disadvantaged businesses are offered a fair opportunity to fully participate in the overall procurement of subcontracted goods and services.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR
Town of Bluffton	Gulf Stream Construction Company, Inc.
By:	By:
Title:	Title:
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
20 Bridge Street	1983 Technology Drive
PO Box 386	
Bluffton, SC 29910	Charleston, SC 29492
	License No.: CLG.97255GC

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CONSTRUCTION BID SCHEDULE
PROJECT: **Pritchard Street Drainage Improvements**
LOCATION: **Bluffton, SC**
PROJECT #: **2021-0735**

CRANSTON

SCHOOL PARKING LOT					
DEMO & EROSION CONTROL					
Item	Description	Quantity	Units	Unit Price	Total
2023000	Removal & Disposal of Existing Pavement (Curb & Sidewalk)	70	SY	$90.20	$6,314.00
2025000	Removal & Disposal of Existing Asphalt Pavement	3182	SY	$4.26	$13,555.32
8114010	Tree Protection	1	EA	$1,132.51	$1,132.51
8156200	Cleaning Inlet Structure Filters	2	EA	$873.21	$1,746.42
8156215	Inlet Structure Filter - Type D2	1	EA	$1,828.92	$1,828.92
8156217	Filter Material For Inlet Structure Filter - Type D2	1	EA	$1,828.92	$1,828.92
8156219	Inlet Structure Filter - Type A	12	LF	$69.55	$834.60
				DEMO & EROSION CONTROL	**$27,240.69**
PAVING					
Item	Description	Quantity	Units	Unit Price	Total
3050104	Graded Aggregate Base Course (4" Uniform)	206	SY	$8.00	$1,648.00
	Plantation Mix Aggregate Surface Course (2" Uniform)	206	SY	$34.89	$7,187.34
4011004	Liquid Asphalt Binder PG64-22	17	TON	$1,006.68	$17,113.56
4030340	2" Asphalt Surface Course Type C, (220 LB/SY)	256	TON	$167.36	$42,844.16
				PAVING	**$68,793.06**
STRIPING, SIGNAGE, & MISC					
Item	Description	Quantity	Units	Unit Price	Total
6271010	4" White Solid Lines Thermoplastic - 90 MIL.	1167	LF	$6.29	$7,340.43
6271025	24" White Solid Lines (Stop Lines)-Thermo.-125 MIL.	16	LF	$50.33	$805.28
6271030	White Single Arrows (LT, Strght, RT) Thermo.-125 MIL.	4	EA	$943.76	$3,775.04
6271050	Handicap Symbol-Thermo-125 MIL.	2	EA	$1,572.93	$3,145.86
6510105	Flat Sheet, Type III, Fixed SZ. & Msg. Sign	13	SF	$125.83	$1,635.79
6531205	U-Section Post For Sign Supports - 2P	63	LF	$25.17	$1,585.71
7201018	Concrete Curb (18"x18") - Ribbon Curb	287	LF	$53.15	$15,254.05
7203110	Concrete Curb And Gutter(1'-6") Vertical Face	383	LF	$54.32	$20,804.56
7203220	Concrete Curb and Gutter (2'-0") - Sloping Face	274	LF	$57.34	$15,711.16
7204100	Concrete Sidewalk (4" Uniform)	90	SY	$95.34	$8,580.60
7209000	Pedestrian ramp construction	16	SY	$196.30	$3,140.80
7209999	Wheelstops	28	EA	$314.59	$8,808.52
				STRIPING, SIGNAGE, & MISC	**$90,587.80**
				SCHOOL PARKING LOT, SUBTOTAL	**$186,621.55**

PRITCHARD ST. STREETSCAPE

DEMO & EROSION CONTROL

Item	Description	Quantity	Units	Unit Price	Total
2011000	Clearing & Grubbing - As Required	1.00	AC	$8,080.00	$8,080.00
2023000	Removal & Disposal of Existing Pavement (Curb, Sidewalk & Flume)	859	SY	$25.99	$22,325.41
2031000	Unclassified Excavation	360	CY	$100.88	$36,316.80
2025000	Removal & Disposal of Existing Asphalt Pavement	633	SY	$4.26	$2,696.58
8100200	Temporary Cover	1	AC	$1,300.00	$1,300.00
8114010	Tree Protection	6	EA	$1,132.51	$6,795.06
8156200	Cleaning Inlet Structure Filters	29	EA	$361.33	$10,478.57
8156211	Inlet Structure Filter - Type E (Catch Basin Type 1)	5	EA	$633.44	$3,167.20
8156215	Inlet Structure Filter - Litta Trap	19	EA	$1,698.06	$32,263.14
815621X	Filter Material For Inlet Structure Filter - Litta Trap Construction Liner (Installation Complete)	19	EA	$435.50	$8,274.50
815621X	Filter Material For Inlet Structure Filter - Litta Trap Sediment Liner (Installation Complete)	79	EA	$294.20	$23,241.80
8156219	Inlet Structure Filter - Type A	72	LF	$30.74	$2,213.28
8152007	Sediment Tubes for Ditch Checks	105	LF	$14.73	$1,546.65
8153000	Silt Fence & Maintenance	319	LF	$24.17	$7,710.23
				DEMO & EROSION CONTROL	**$166,409.22**

DRAINAGE

Item	Description	Quantity	Units	Unit Price	Total
7141113	18" RC PIPE CUL.-CLASS III	415	LF	$79.52	$33,000.80
7191005	Catch Basin -Type 1	13	EA	$7,386.18	$96,020.34
7191225	Catch Basin -Type 9 With Weir	2	EA	$6,659.91	$13,319.82
7191605	Catch Basin -Type 16	3	EA	$10,481.41	$31,444.23
7192040	Drop Inlet -Type 112	11	EA	$7,473.21	$82,205.31
7192300	Spring Box	1	EA	$6,787.38	$6,787.38
7201000	Concrete Curb (6"x4")	20	LF	$65.43	$1,308.60
7201012	Concrete Curb (12"x18") - Flush Curb	141	LF	$41.67	$5,875.47
7203110	Concrete Curb and Gutter (1'-6") Vertical Face	230	LF	$46.47	$10,688.10
7203220	Concrete Curb and Gutter (2'-0") - Sloping Face	1910	LF	$36.09	$68,931.90
				DRAINAGE	**$349,581.95**

BMP-1

Item	Description	Quantity	Units	Unit Price	Total
8119990-01	18" Filter Media (BMP1)	175	CY	$81.79	$14,313.25
8110220-01	Double Shredded Hardwood Mulch (3in Depth) (BMP1)	29	CY	$93.12	$2,700.48
8161015-01	ADS MC-3500 CHAMBER SYSTEM (7,953 CF) - COMPLETE (BMP1)	1	LS	$261,011.46	$261,011.46
7191250-01	CATCH BASIN - TYPE 9 MH (BMP1)	1	EA	$6,659.91	$6,659.91
7191280-01	CATCH BASIN - TYPE 9 MH - OCS-xx WITH GRATE(BMP1)	1	EA	$6,659.91	$6,659.91
				BMP-1	**$291,345.01**

BMP-2

Item	Description	Quantity	Units	Unit Price	Total
2052000-02	#57 Stone Bedding	27	CY	$164.96	$4,453.92
7143624-02	Impervious Geotextile	101	SY	$2.56	$258.56
7143624-02	Pervious Geotextile	26	SY	$1.71	$44.46
7143624-02	24" PERFORATED HDPE PIPE (BMP 2)	57	LF	$117.68	$6,707.76
				BMP-2	**$11,464.70**

BMP-3

Item	Description	Quantity	Units	Unit Price	Total
7143624-03	#57 Stone Bedding	68	CY	$164.96	$11,217.28
7143624-03	Impervious Geotextile	252	SY	$2.56	$645.12
7143624-03	Pervious Geotextile	64	SY	$1.71	$109.44
7143624-03	24" PERFORATED HDPE (BMP 3)	142	LF	$117.68	$16,710.56
				BMP-3	**$28,682.40**

BMP-4

Item	Description	Quantity	Units	Unit Price	Total
7143624-04	#57 Stone Bedding	135	CY	$164.96	$22,269.60
7143624-04	Impervious Geotextile	506	SY	$2.56	$1,295.36
7143624-04	Pervious Geotextile	128	SY	$1.71	$218.88
7143624-04	24" PERFORATED HDPE (BMP 4)	285	LF	$117.68	$33,538.80
				BMP-4	**$57,322.64**

BMP-5					
Item	Description	Quantity	Units	Unit Price	Total
7143624-05	#57 Stone Bedding	12	CY	$164.96	$1,979.52
7143624-05	Impervious Geotextile	44	SY	$2.56	$112.64
7143624-05	Pervious Geotextile	11	SY	$1.71	$18.81
7143624-05	24" PERFORATED HDPE (BMP 5)	25	LF	$117.68	$2,942.00
				BMP-5	**$5,052.97**

BMP-6					
Item	Description	Quantity	Units	Unit Price	Total
7143624-06	#57 Stone Bedding	34	CY	$164.96	$5,608.64
7143624-06	Impervious Geotextile	128	SY	$2.56	$327.68
7143624-06	Pervious Geotextile	32	SY	$1.71	$54.72
7143624-06	24" PERFORATED HDPE (BMP 6)	71	LF	$117.68	$8,355.28
				BMP-6	**$14,346.32**

BMP-7					
Item	Description	Quantity	Units	Unit Price	Total
7143624-07	#57 Stone Bedding	138	CY	$164.96	$22,764.48
7143624-07	Impervious Geotextile	511	SY	$2.56	$1,308.16
7143624-07	Pervious Geotextile	129	SY	$1.71	$220.59
7143624-07	24" PERFORATED HDPE PIPE (BMP 7)	288	LF	$117.68	$33,891.84
				BMP-7	**$58,185.07**

BMP-8					
Item	Description	Quantity	Units	Unit Price	Total
7143624-08	#57 Stone Bedding	119	CY	$164.96	$19,630.24
7143624-08	Impervious Geotextile	444	SY	$2.56	$1,136.64
7143624-08	Pervious Geotextile	112	SY	$1.71	$191.52
7143624-08	24" PERFORATED HDPE PIPE (BMP 8)	249	LF	$117.68	$29,302.32
				BMP-8	**$50,260.72**

STRIPING, SIGNAGE, & MISC					
Item	Description	Quantity	Units	Unit Price	Total
6271010	4" White Solid Lines Thermoplastic - 90 MIL.	45	LF	$6.29	$283.05
6271020	12" White Solid Lines - Thermo. - 125 MIL.	703	LF	$25.17	$17,694.51
6271025	24" White Solid Lines (Stop Lines)-Thermo. -125 MIL	48	LF	$50.33	$2,415.84
6271074	4" Yellow Solid Lines (Pvt.Edge Lines) Thermo-90 MIL.	2943	LF	$6.29	$18,511.47
6510105	Flat Sheet, Type III, Fixed Sz. & Msg. Sign	65	SF	$125.83	$8,178.95
6531205	U-Section Post for Sign Supports - 2P	144	LF	$67.11	$9,663.84
7204100	Concrete Sidewalk (4" Uniform)	1121	SY	$108.12	$121,202.52
7204900	Detectable Warning Material	23	SF	$56.63	$1,302.49
7205000	Concrete Driveway (6" Uniform)	149	SY	$109.11	$16,257.39
7209000	Pedestrian Ramp Construction	45	SY	$71.13	$3,200.85
7207001	Concrete Flume	18	LF	$94.54	$1,701.72
7189999	Permeable Sidewalk	155	SF	$257.56	$39,921.80
7209999	Wheelstops	8	EA	$314.59	$2,516.72
				STRIPING, SIGNAGE, & MISC	**$242,851.15**

PAVING					
Item	Description	Quantity	Units	Unit Price	Total
4011004	Liquid Asphalt Binder PG64-22	36	TON	$1,006.68	$36,240.48
4013120	Milling Existing Asphalt Pavement 2.0"	4651	SY	$11.95	$55,579.45
4030340	2" Asphalt Surface Course Type C, (220 LB/SY)	547	TON	$192.53	$105,313.91
5011100	Portland Cement Conc. Pav. 8" Uniform	227	SY	$204.30	$46,376.10
				PAVING	**$243,509.94**

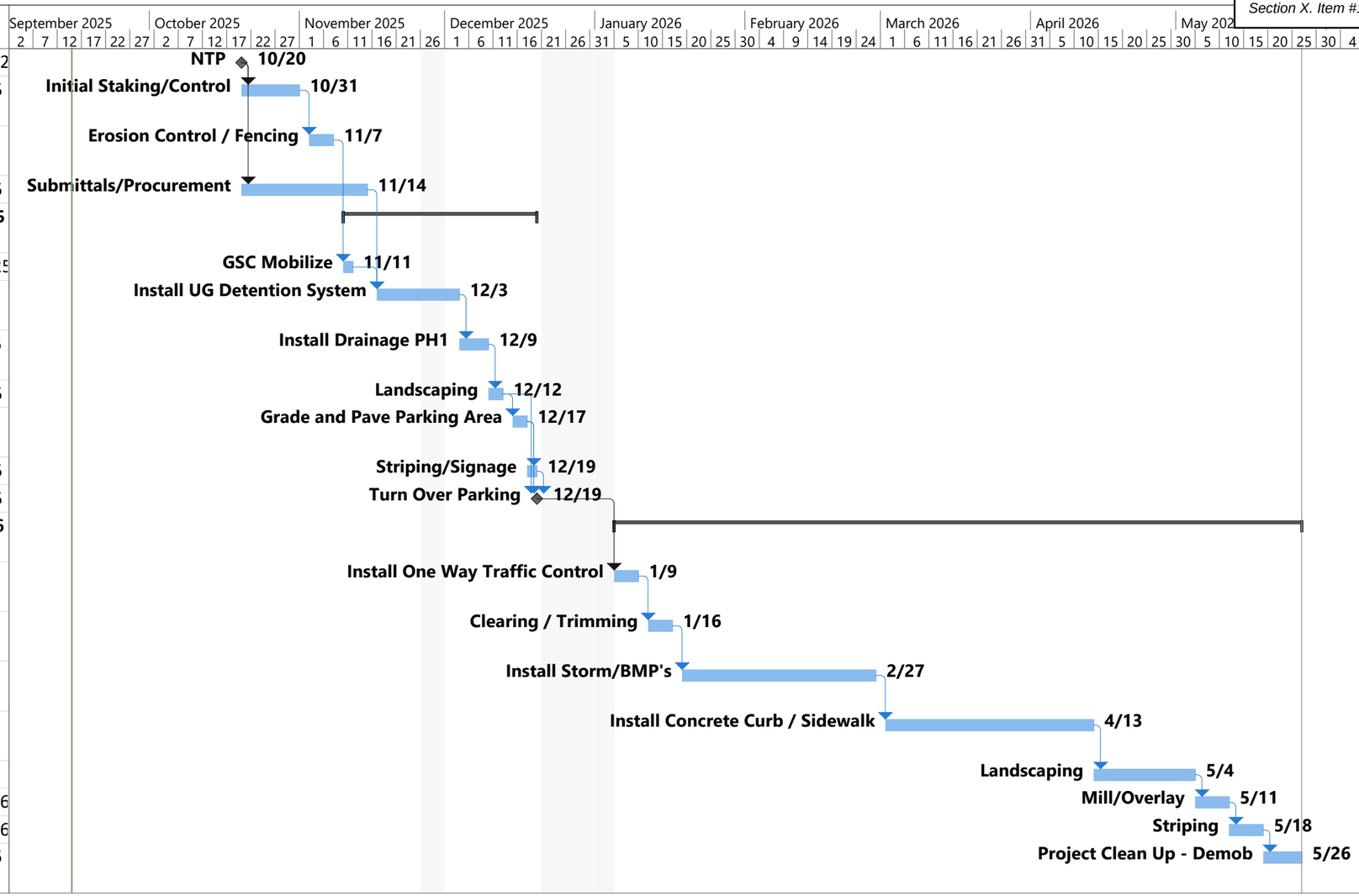
LIGHTING					
Item	Description	Quantity	Units	Unit Price	Total
6750278	Furnish & Install 2.0" Schedule 80 Pvc Conduit	100	LF	$51.17	$5,117.00
				LIGHTING	**$5,117.00**

LANDSCAPING					
Item	Description	Quantity	Units	Unit Price	Total
8110225	Root Barrier	715	LF	$42.07	$30,080.05
8110220	Double Shredded Hardwood Mulch (4in Depth)	68	CY	$93.12	$6,332.16
8131000	Sodding- Zoysia	1396	SY	$14.84	$20,716.64
8119992	Cabbage Palmetto - 2.5" Cal	5	EA	$598.97	$2,994.85
8119993	Live Oak - 3" Cal	7	EA	$946.28	$6,623.96
8119994	Canna - 3 Gal	89	EA	$58.07	$5,168.23
8119995	Pink Muhly Grass - 3 Gal	140	EA	$36.52	$5,112.80
8119997	Purple Lovegrass - 1 Gal	18	EA	$20.84	$375.12
8119998	Sand Cordgrass - 3 Gal	93	EA	$36.52	$3,396.36
				LANDSCAPING	**$80,800.17**

ADDITIONAL EXPENSES					
Item	Description	Quantity	Units	Unit Price	Total
1031000	Mobilization	1	LS	$ 132,379.17	$132,379.17
1032010	Bonds and insurance	1	LS	$ 22,171.11	$22,171.11
1071000	Traffic Control	1	LS	$ 78,915.34	$78,915.34
1050700	Const. Stakes, Lines & Grades	1	LS	$ 45,848.88	$45,848.88
	As-built construction plans	1	LS	$ 23,203.92	$23,203.92
	Landscape Maintenance	8	MONTHS	$3,775.04	$30,200.32
	Dust Control	1	LS	$5,404.16	$5,404.16
				ADDITIONAL EXPENSES	**$338,122.90**
				TOTAL	**$1,943,052.16**

ADDITIONAL UNIT PRICE ITEMS (Used at Owner Discretion)					
Item	Description	Quantity	Units	Unit Price	Total
2034000	Muck Excavation and Disposal	50	CY	$ 5.51	$275.50
	Aggregate Backfill Parking Lot Subgrade and Structural Fill Areas	100	TON	$ 162.56	$16,256.00
	Utility Conflict - House Sewer Line Relocation	3	EA	$ 12,941.74	$38,825.22
	Utility Conflict - House Water Line Relocation	3	EA	$ 12,690.07	$38,070.21
	Additional Concrete 4000 PSI, Air Entrained	50	CY	$ 503.34	$25,167.00
	Test Pit	3	EA	$ 2,762.67	$8,288.01
				ADDITIONAL UNIT PRICE ITEMS (Used at Owner Discretion)	**$126,881.94**

ID	Task Mode	Task Name	Duration	Start	Finish
1		NTP	0 days	Mon 10/20/2	Mon 10/20/2
2		Initial Staking/Control	10 days	Mon 10/20/25	Fri 10/31/25
3		Erosion Control / Fencing	5 days	Mon 11/3/25	Fri 11/7/25
4		Submittals/Procurem	20 days	Mon 10/20/2	Fri 11/14/25
5		**Phase 1 - School Parking Lot**	**27 days**	**Mon 11/10/25**	**Fri 12/19/25**
6		GSC Mobilize	2 days	Mon 11/10/2	Tue 11/11/25
7		Install UG Detention System	10 days	Mon 11/17/25	Wed 12/3/25
8		Install Drainage PH1	4 days	Thu 12/4/25	Tue 12/9/25
9		Landscaping	3 days	Wed 12/10/2	Fri 12/12/25
10		Grade and Pave Parking Area	3 days	Mon 12/15/25	Wed 12/17/25
11		Striping/Signage	2 days	Thu 12/18/25	Fri 12/19/25
12		Turn Over Parking	0 days	Fri 12/19/25	Fri 12/19/25
13		**Phase 2 - Pritchard St**	**100 days**	**Mon 1/5/26**	**Tue 5/26/26**
14		Install One Way Traffic Control	5 days	Mon 1/5/26	Fri 1/9/26
15		Clearing / Trimming	5 days	Mon 1/12/26	Fri 1/16/26
16		Install Storm/BMP's	30 days	Mon 1/19/26	Fri 2/27/26
17		Install Concrete Curb / Sidewalk	30 days	Mon 3/2/26	Mon 4/13/26
18		Landscaping	15 days	Tue 4/14/26	Mon 5/4/26
19		Mill/Overlay	5 days	Tue 5/5/26	Mon 5/11/26
20		Striping	5 days	Tue 5/12/26	Mon 5/18/26
21		Project Clean Up - Demob	5 days	Tue 5/19/26	Tue 5/26/26



Project: Bid Submission Schedu
Date: Mon 9/15/25

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

Capital Improvements Program Fund Project Data Sheet

Project Name	Pritchard Street Streetscape and Drainage Improvements			**Project #**	S0012
Program Type	Stormwater & Sewer	**Project Manager**	Dan Rybak	**Start to End**	FY2022 - FY2026

Project Scope

Planning and Design of Pritchard Street Streetscape and Drainage Improvement project was initiated FY22 subsequent to completion of Historic District Phase 1 sewer extension work and needed drainage improvements. The project will include design and construction of permitted improvements to capture and convey roadway and surface drainage to an outfall location(s) at Heyward Cove. Streetscape elements were added in FY24 and include sidewalk additions and improvement for pedestrian connectivity, ADA pedestrian compliance measures, traffic calming and street lighting. Construction will include proposed project improvements, installation of inlets and storm drain pipe, roadside channel improvements, maintenance of traffic, erosion and sediment control and appurtenances. Additionally, installation of water quality BMPs is included and supported by 319 grant funding to treat stormwater runoff from impervious surfaces.

Project Photo or Map

Project Budget

	Prior Years' Expended	FY2025 Revised Budget	FY2025 Estimate	FY2026 Adopted Budget	FY2027 Forecast	FY2028 Forecast	FY2029 Forecast	FY2030 Forecast	Total Project Forecast
Planning	$ 8,310	$ 10,000	$ 2,500	$ -	$ -	$ -	$ -	$ -	$ 10,810
Design	77,269	48,925	33,065	46,200	-	-	-	-	156,534
Construction	57,525	1,640,706	562,500	1,178,166	-	-	-	-	1,798,191
Other	-	42,600	15,000	-	-	-	-	-	15,000
Total	$ 143,104	$ 1,742,231	$ 613,065	$ 1,224,366	$ -	$ -	$ -	$ -	$ 1,980,535

Project Funding Sources

	Prior Years' Expended	FY2025 Revised Budget	FY2025 Estimate	FY2026 Adopted Budget	FY2027 Forecast	FY2028 Forecast	FY2029 Forecast	FY2030 Forecast	Total Project Forecast
SWU Bond	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
GO Bond	-	544,059	-	1,224,366	-	-	-	-	1,224,366
HTAX	143,104	970,588	613,065	-	-	-	-	-	756,169
LATAX	-	134,659	-	-	-	-	-	-	-
319 Grant	-	92,925	-	-	-	-	-	-	-
Total	$ 143,104	$ 1,742,231	$ 613,065	$ 1,224,366	$ -	$ -	$ -	$ -	$ 1,980,535

Strategic Focus Area & Guiding Principle

Infrastructure
Guiding Principle #3: Establish long term planning, prioritization and investment strategies for future infrastructure and facilities that improve the quality of life for citizens while being financially sustainable.
May River & Surrounding Rivers and Watersheds
Guiding Principle #1: Support initiatives, such as the May River Watershed Action Plan, to improve water quality of the May, Okatie/Colleton and New Rivers and their watersheds.
Guiding Principle #2 Seek collaboration and partnerships that protect and improve the May, Okatie/Colleton and New Rivers and their watershed.

Project Status

Design, easement acquisition and permitting of proposed drainage and streetscape improvements are scheduled to be completed in FY25. Construction of streetscape improvements are estimated to be completed FY26.

Note: FY 26 Proposed Budget Amendment being considered for 2nd reading establishes $2,543,000 in funding.

Project Origination

1) FY19-20 Strategic Plan and 2) citizen input.

Project Performance Measures

Drainage improvements to reduce the risk of flooding. Streetscape improvements to improve public safety and pedestrian connectivity.

General Fund Operations & Maintenance (O&M) Costs

	Description	FY2026 Forecast	FY2027 Forecast	FY2028 Forecast	FY2029 Forecast	FY2030 Forecast	Total Forecast
Operations		$ -	$ -	$ -	$ -	$ -	$ -
Maintenance	Sidewalk, mowing, Inlet cleaning/pump out 2x annually and pipe/roadside swale cleaning annually.	-	3,000	3,000	3,000	3,000	12,000
Total		$ -	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 12,000

Method for Estimating Costs: Costs by Public Works were based on anticipated work items, past costs, industry knowledge and best practices.

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)

Proposed Motion

*"I move to **approve (deny or approve as amended)** authorizing the Town Manager to enter into a contract with Gulf Stream Construction Company, Inc. for the construction of the Pritchard Street Streetscape Project for a total fiscal impact of $2,540,000.00, which includes a contingency of nearly 20%."*

TOWN COUNCIL

STAFF REPORT
Executive Department

MEETING DATE:	October 14, 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
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.

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.

NEXT STEPS:

If Council approves, second reading will be November 11, 2025.

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 ____ day of _____, 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 Personalty.

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.

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 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 3.3 **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 3.4 **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 3.5 **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 Dceember 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, ATTORNMENT 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; of 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 dispossess 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 patties. 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

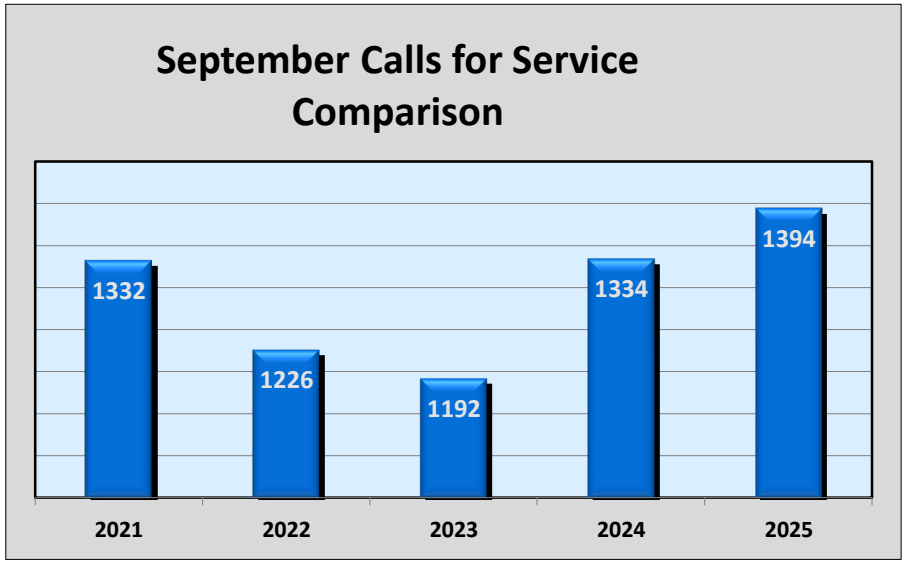
"I make a motion to approve an ordinance authorizing the Town Manager to enter into a commercial master lease agreement with The Don Ryan Center for Innovation, Inc. establishing a landlord-tenant relationship at the property located at 97 Progressive Street, Bluffton South Carolina to foster continued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

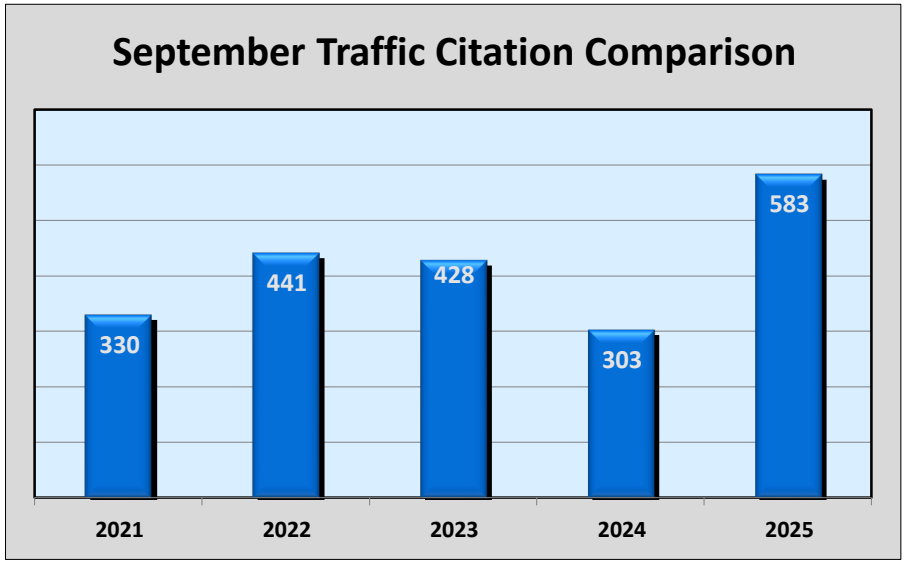
STATISTICAL INFORMATION

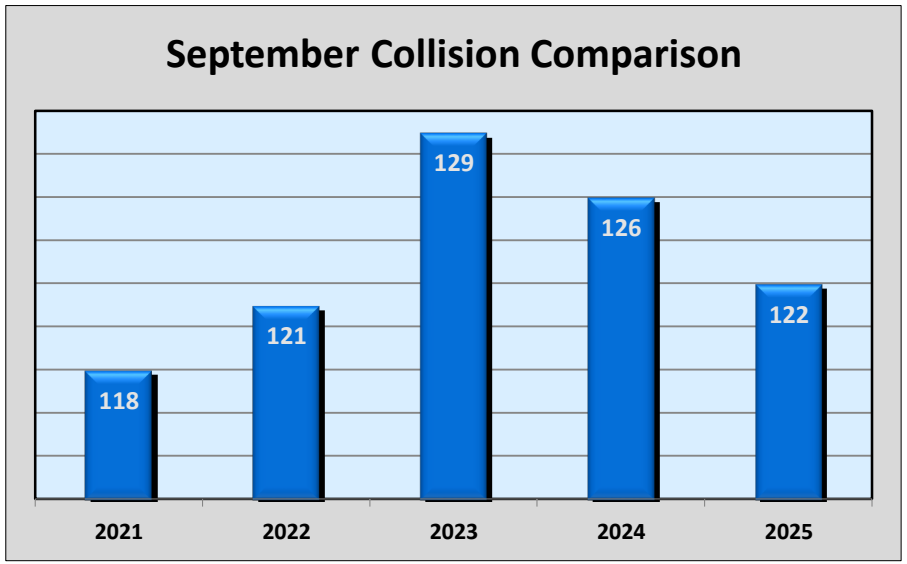
BLUFFTON POLICE DEPARTMENT

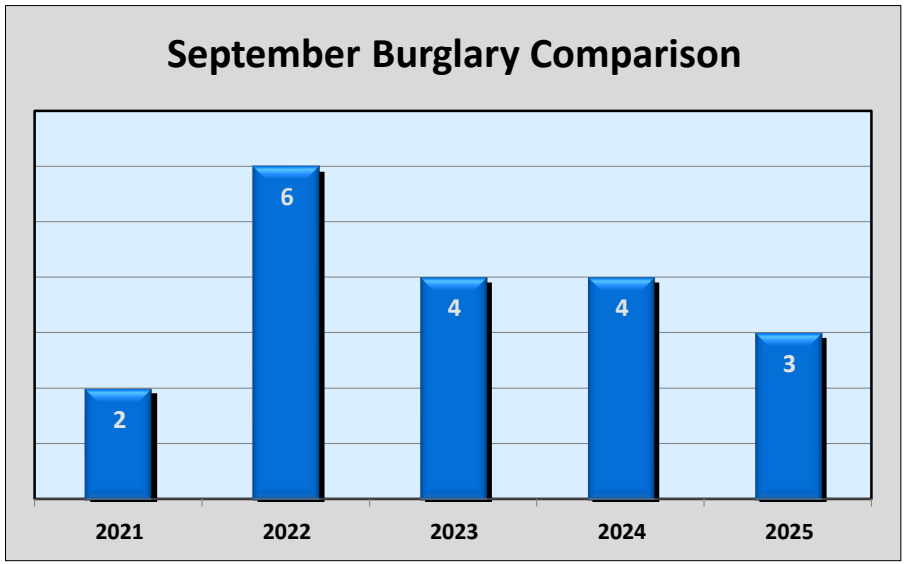
September 30, 2025

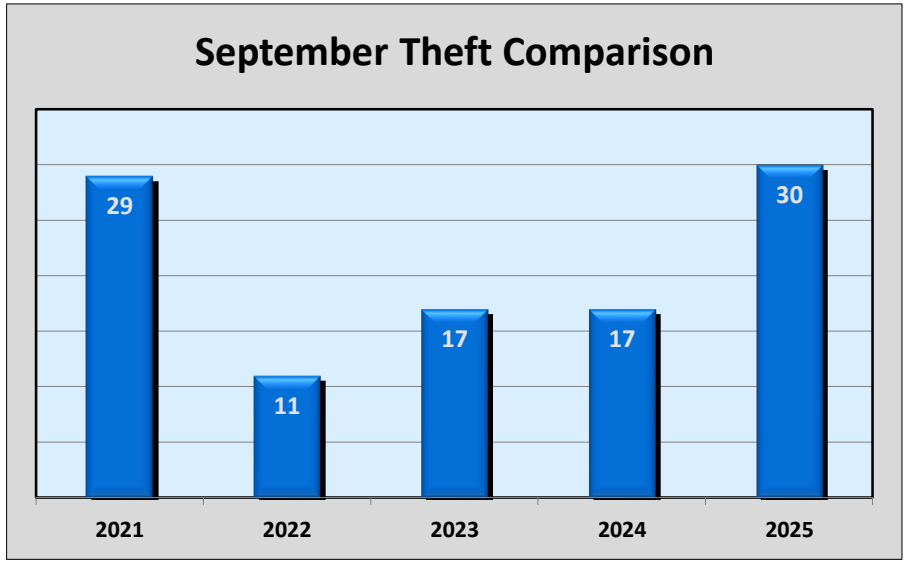
Presented by Chief Joseph Babkiewicz


September Calls for Service Comparison
1332
1226
1192
1334
1394
2021
2022
2023
2024
2025


September Traffic Citation Comparison
330
441
428
303
583
2021
2022
2023
2024
2025


September Collision Comparison
118
121
129
126
122
2021
2022
2023
2024
2025


September Burglary Comparison
2
6
4
4
3
2021
2022
2023
2024
2025


September Theft Comparison
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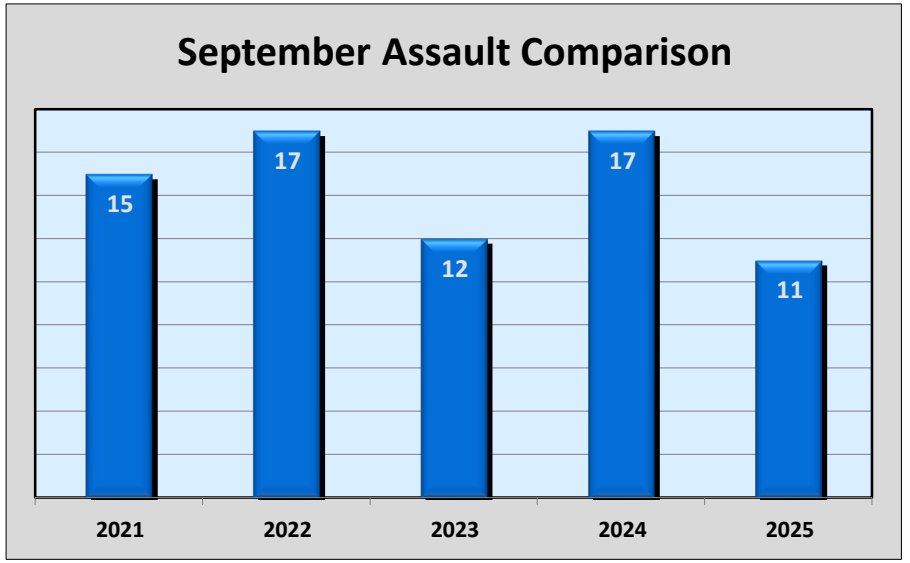
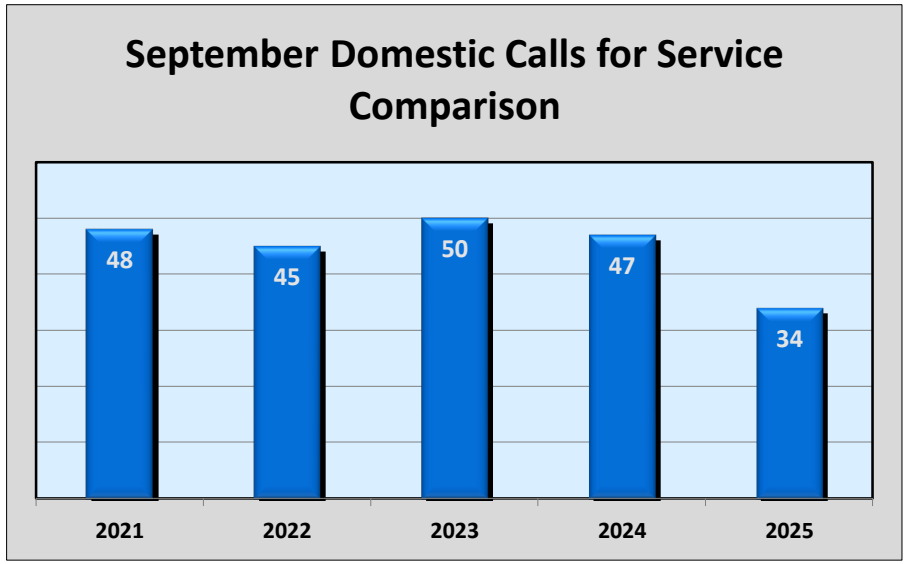
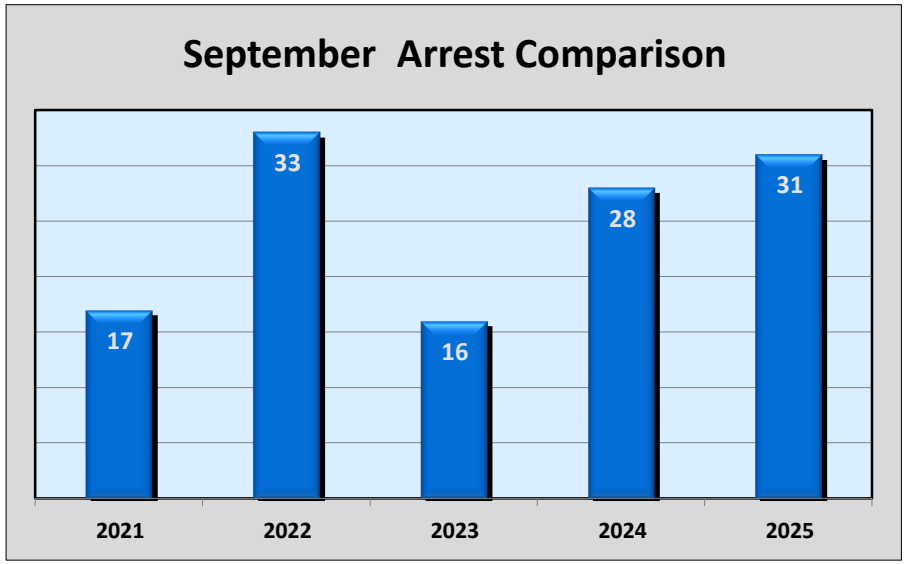
11
17
17
30
2021
2022
2023
2024
2025


September Assault Comparison
15
17
12
17
11
2021
2022
2023
2024
2025

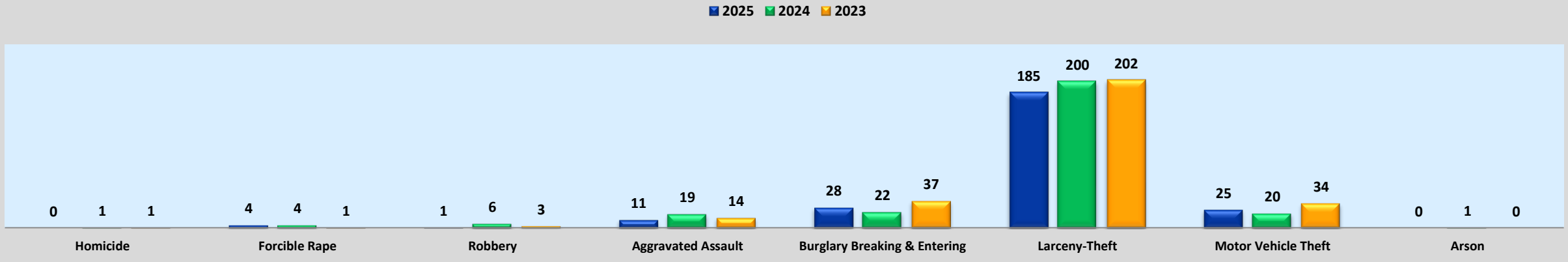

September Domestic Calls for Service Comparison
48
45
50
47
34
2021
2022
2023
2024
2025


September Arrest Comparison
17
33
16
28
31
2021
2022
2023
2024
2025

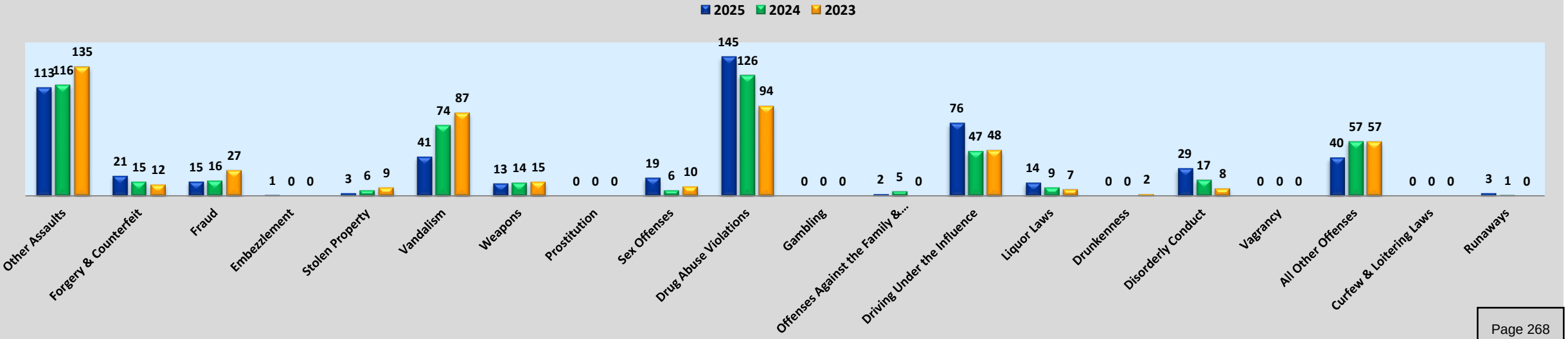
DEPARTMENT HIGHLIGHTS

Year-to-Date
September

Part I Crimes

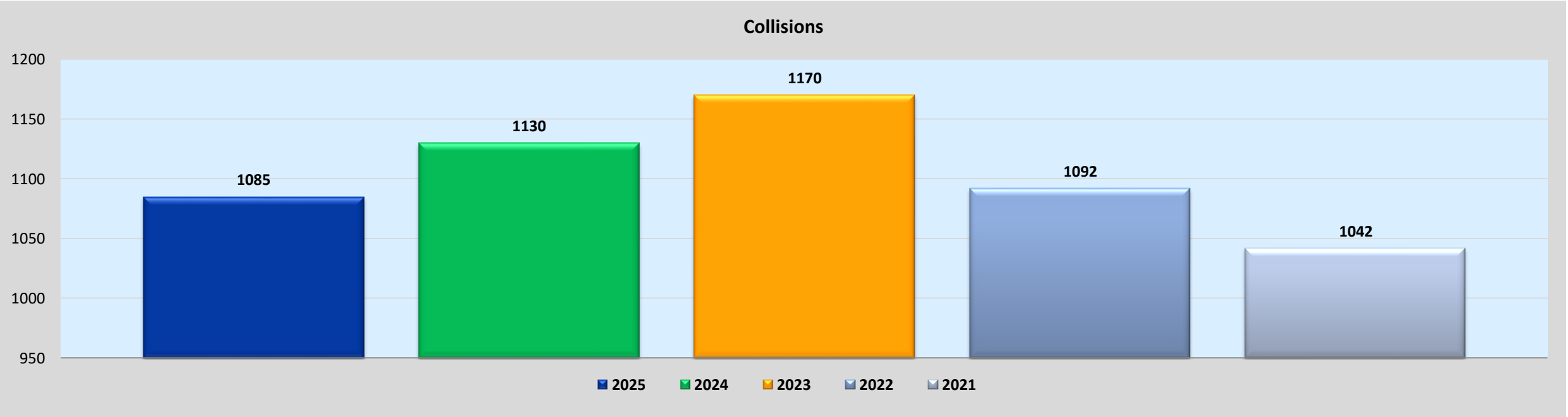


Part II Crimes



DEPARTMENT HIGHLIGHTS

Year-to-Date
September



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

Sep 2nd – Attend Applicant PAT testing
Sep 2nd – Recruitment/Retention/Morale meeting
Sep 2nd – Flock Map Review Zoom meeting
Sep 3rd – Attend Applicant PAT Testing
Sep 3rd – Attend ClearGov and Strategic Plan Discussion
Sep 4th – Attend Recruitment/Retention/Morale meeting
Sep 5th – Attend Applicant PAT Testing
Sep 8th – Participate Cross Schools Kindergarten PD Tour
Sep 9th – Attend Bluffton Self Help Ribbon Cutting Celebration
Sep 9th – Everbridge Zoom meeting
Sep 9th – Command Staff meeting
Sep 9th – Attend Town Council meeting
Sep 10th – Attend Applicant PAT Testing
Sep 10th – Flock Map Review Zoom meeting
Sep 11th – Attend 9/11 Ceremony
Sep 11th – Meeting with Citizen
Sep 11th – Meeting with Command Staff and Human Resource
Sep 12th – Attend NAACP 1st Annual Freedom Fund Gala
Sep 13th – Attend DJ's Day of Giving @ Eagles Field
Sep 15th – Attend Par Fore Kids Golf Tournament @ Palmetto Bluff

Meetings Attended by Chief Joseph Babkiewicz cont.

Sep 16th – Cub Scouts LEC Tour
Sep 17th – Promotional Policy Review meeting
Sep 17th – Teams meeting with Asst. Town Manager
Sep 18th – Attend Wellness Fair Event
Sep 19th – Attend SCCJA Graduation
Sep 20th – Attend Annual SC Beach Sweep/River Sweep @ Oyster Factory Park
Sep 22nd – Attend CIP Microsoft Teams meeting
Sep 22nd – Urban SDK Onboarding teams meeting
Sep 22nd – Attend Hampton Hall meeting
Sep 23rd – Attend September Birthday and Anniversaries Event
Sep 23rd – Enterprise Fleet meeting
Sep 24th – 221B Studios Grand Opening / Ribbon Cutting Ceremony
Sep 24th – Attend NAACP meeting
Sep 25th – Attend Wellness Fair
Sep 26th – New River Barn site visit
Sep 29th – Meeting with Citizen
Sep 29th – Meeting with Town Manager
Sep 30th – Meeting with BCSD Superintendent
Sep 30th – Attend Grand Opening/Ribbon Cutting Ceremony @ Novant Health
Sep 30th – Cross Schools Presentation

Commendations -	**None**
Complaints -	**None**

Police Department Demographics as of September 30, 2025

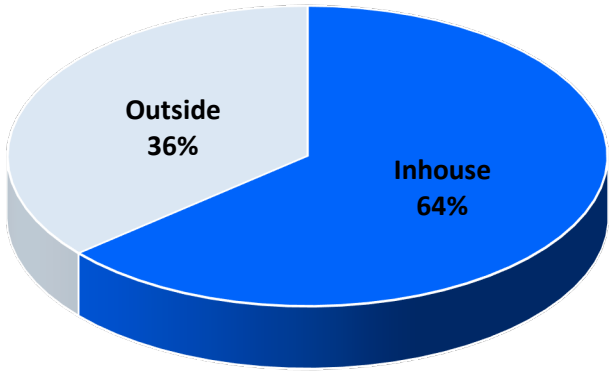
DEPARTMENT	Black	Hispanic	Other	White	Grand Total
Female	2	3	1	17	23
Male	8	5	3	38	54
Grand Total	**10**	**8**	**4**	**55**	**77**

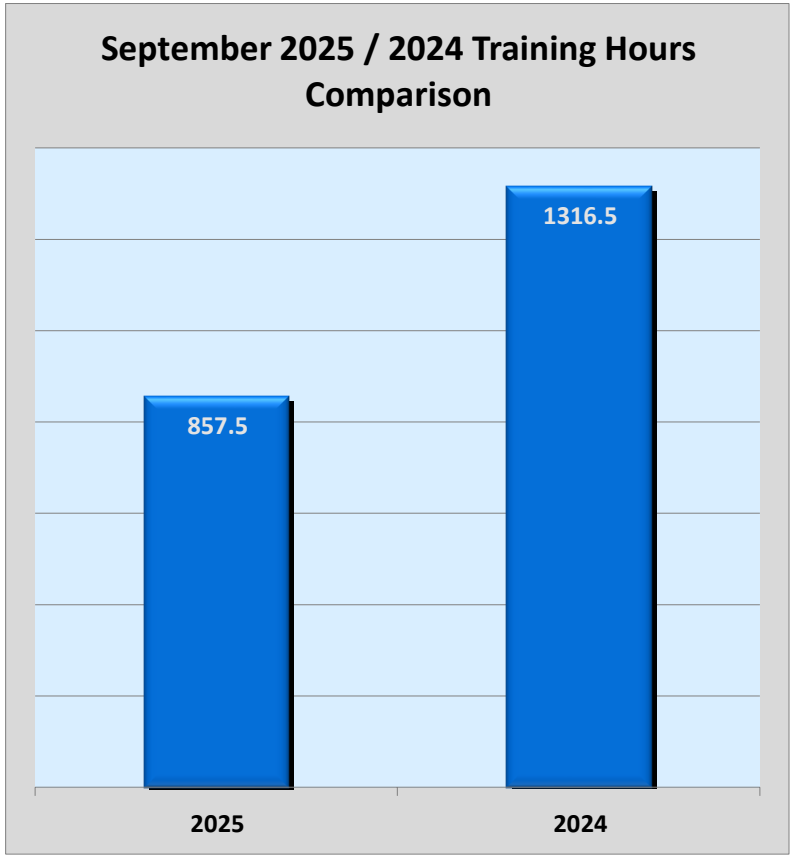
SWORN OFFICERS	Black	Hispanic	Other	White	Grand Total
Female	1	1		9	11
Male	7	5	3	34	49
Grand Total	**8**	**6**	**3**	**43**	**60**

September
Officer Training

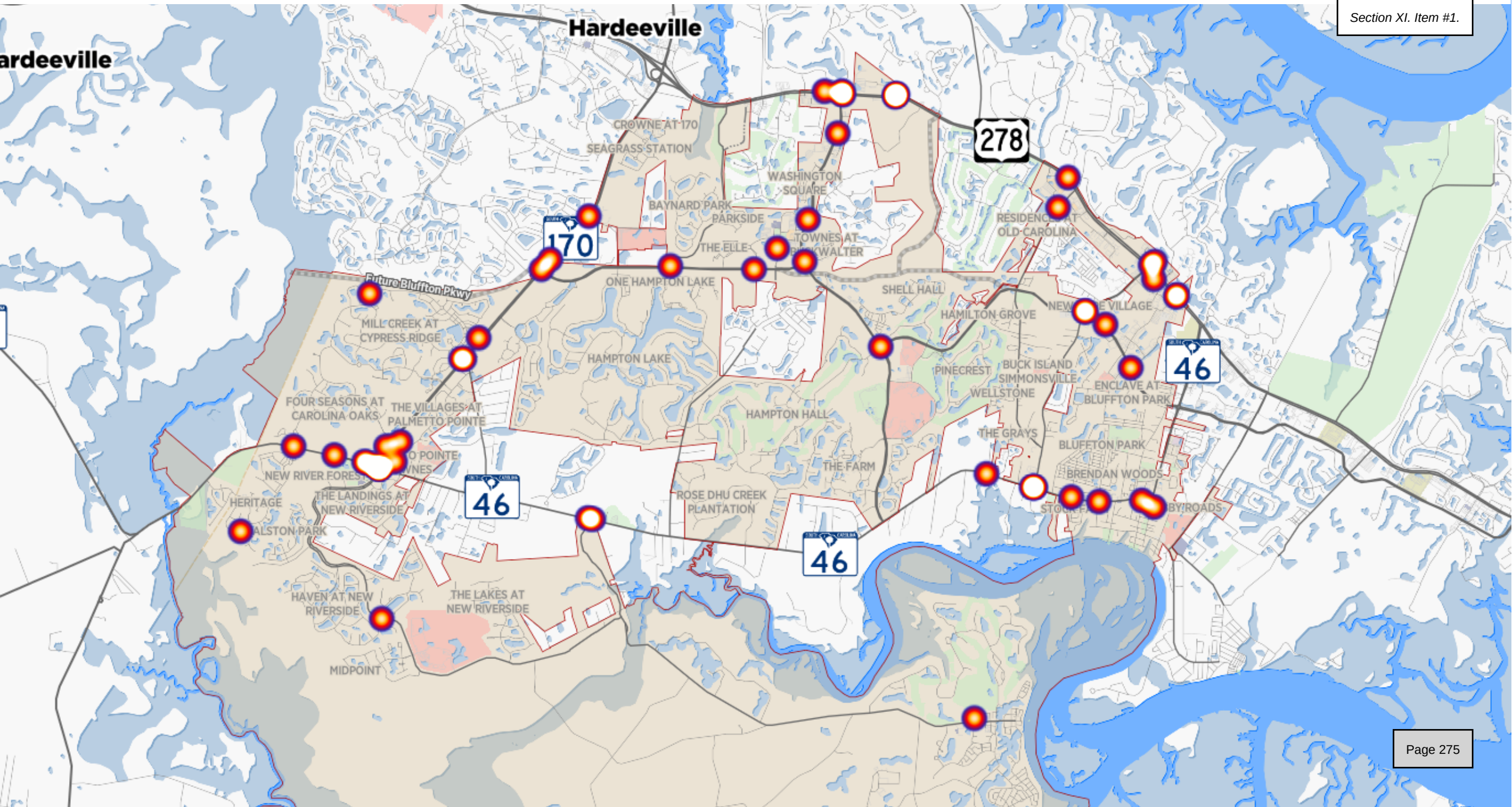
In-House
DUI/SFST Recertification - 4 Officers
Line-Up 2025 July-August - 3 Officers
Line-Up 2025 May-June - 1 Officer
Officer Liability - 1 Officer
Pre-Academy - 3 Recruits
Racial Profiling - 1 Officer
Line-Up 2025 September-October - 47 Officers
Police/Dog Encounters -2 Officers
Medical Admittance or Denial - 4 Officers
SMD Operator Recertification - 2 Officers
DMT Operator Recertificatin - 1 Officer
Driving While Distracted - 1 Officer
Evidence Collection,Control, and Storage - 1 Officer
Foundations in Ethics for Law Enforcement - 1 Officer
Interviews and Interrogations - 1 Officer
Temporary Holding Facilities - 1 Officer
Pistol Qualifications - 10 Officers
Taser 10 Training - 3 Officers

Outside
Basic Law Enforcement - 2 Officers
Firearms Instructor School - 1 Officer

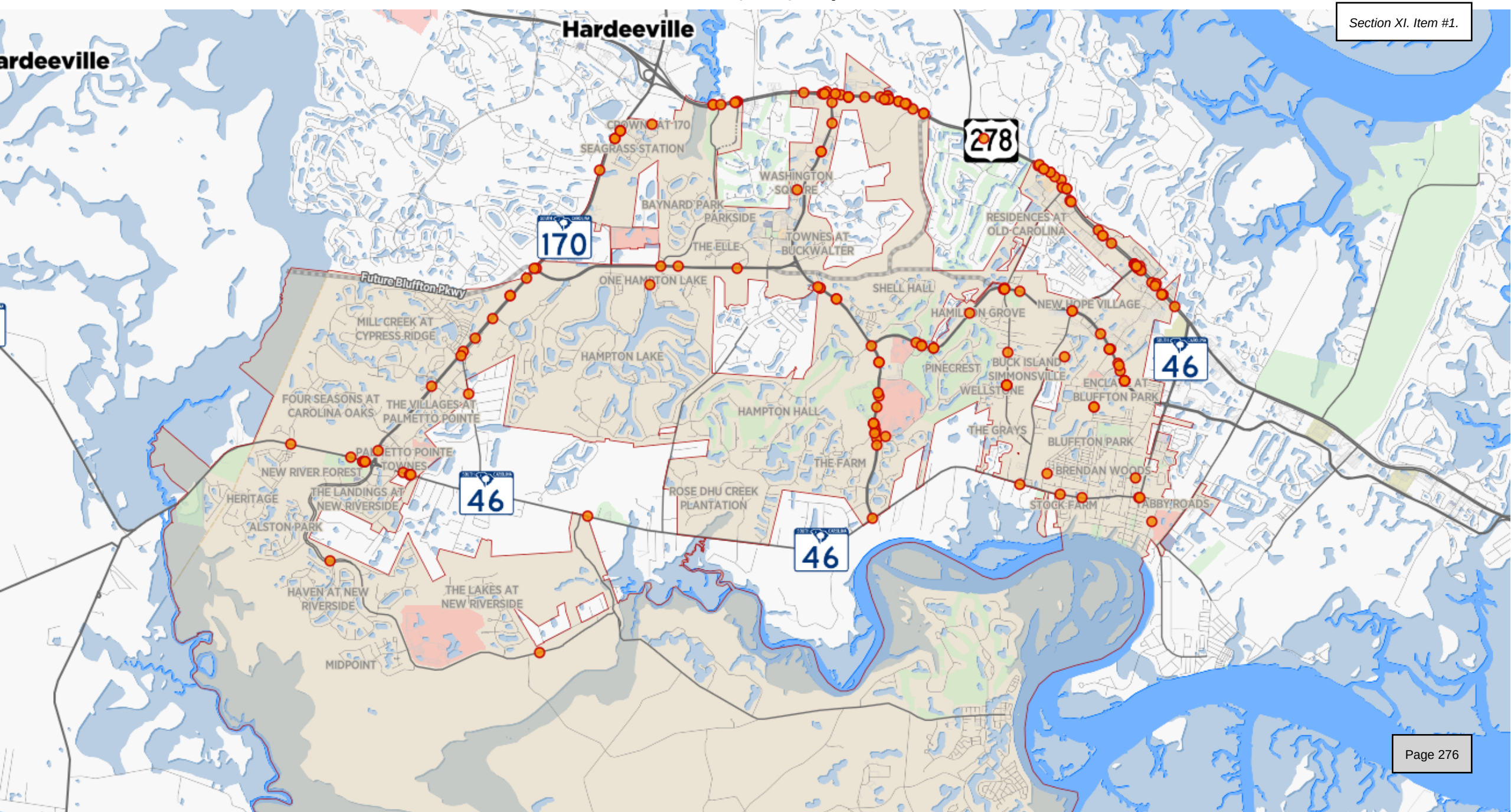




COLLISIONS (122) September 2025

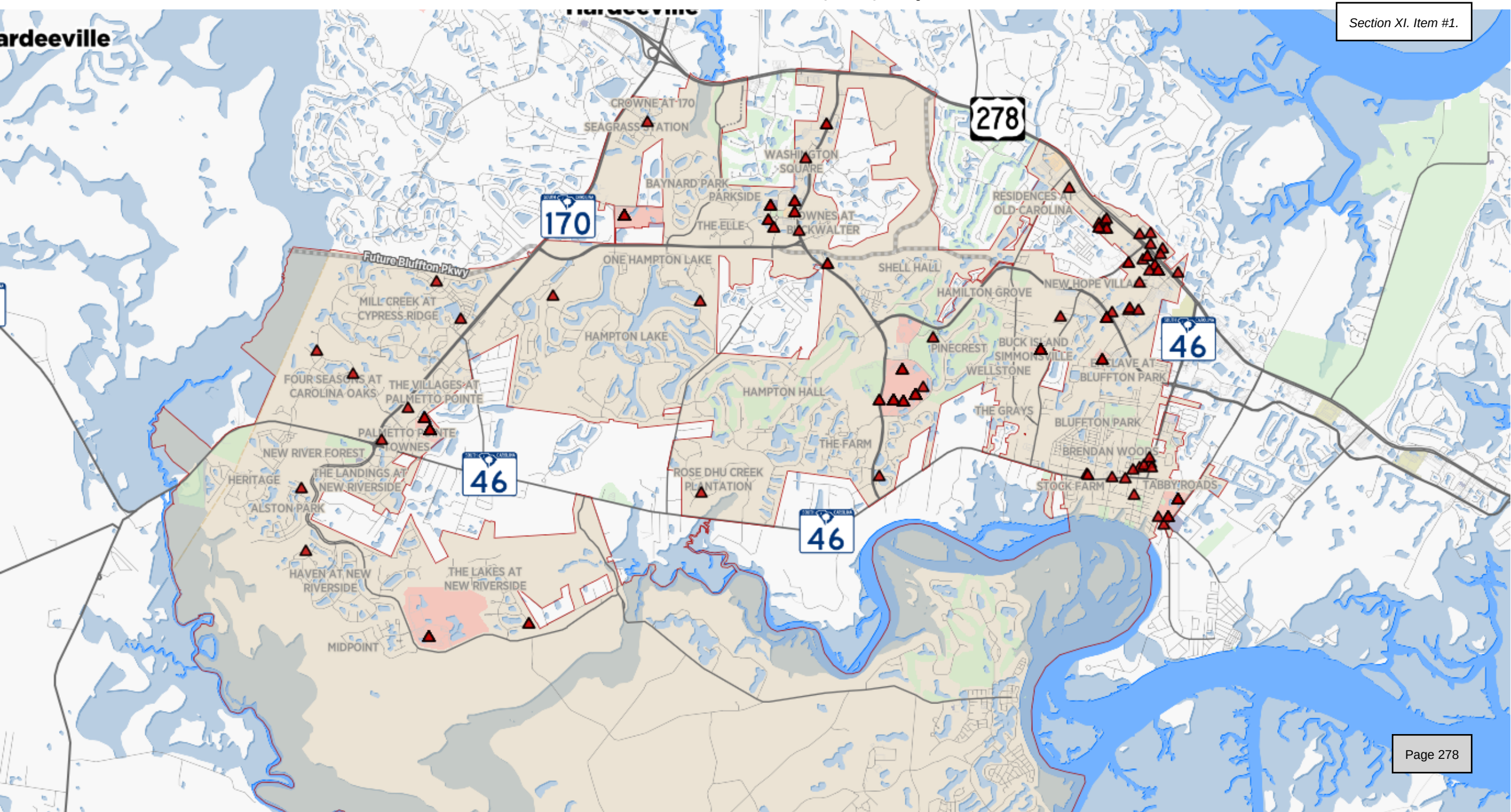


CITATIONS ISSUED (189) September 2025

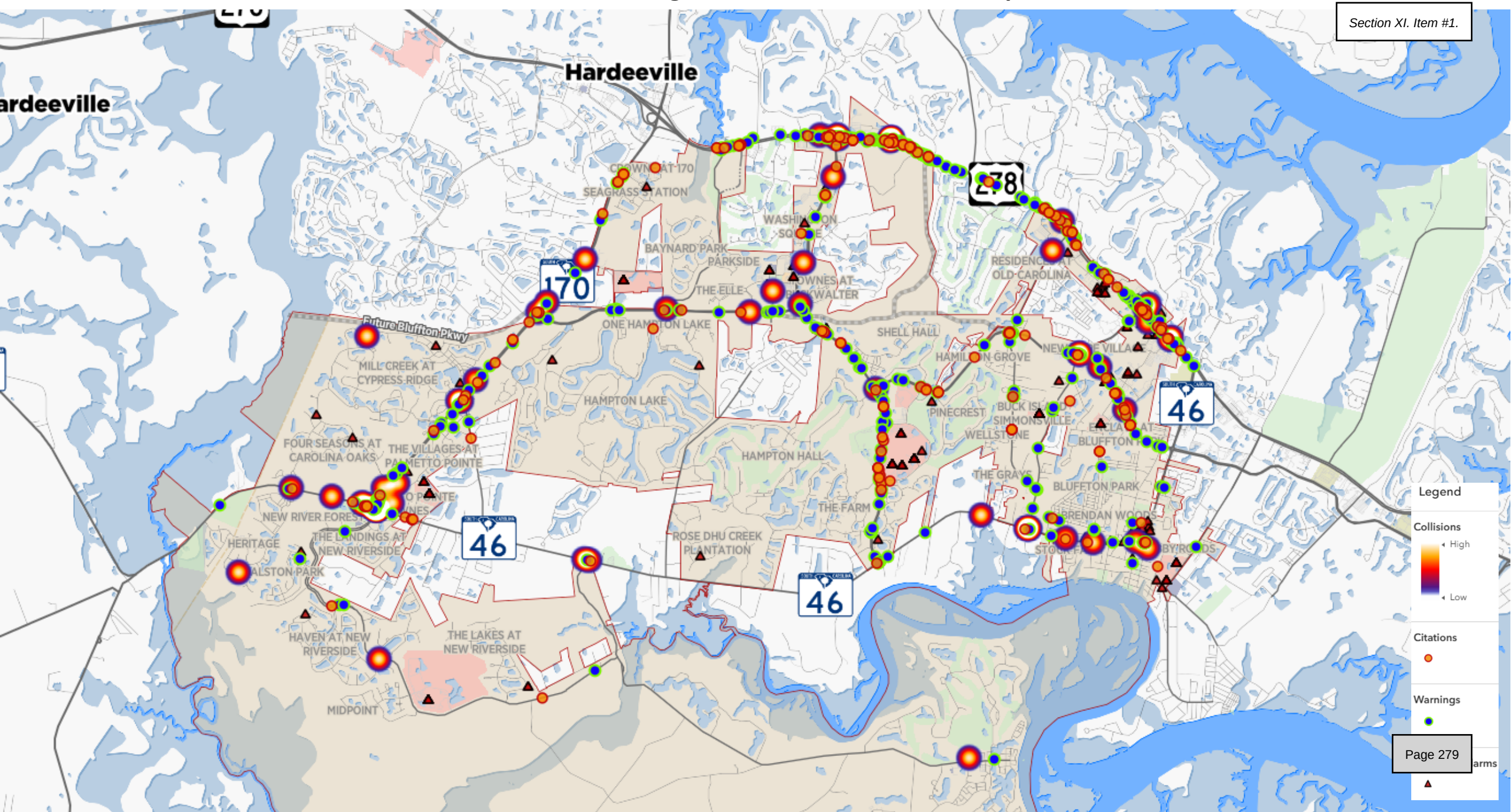


WARNINGS ISSUED (394) September 2025

#1 CALL TYPE – Activated Alarms (233) September 2025



Collisions, Citations, Warnings and Activated Alarms – September 2025



CALLS FOR SERVICE TOP 10 CALL TYPES	
Activated Alarm	232
Disturbance	128
911 Hang-Up	126
Case Follow Up	114
Accident	76
Reckless Driving	59
Miscellaneous Call	40
Assist Motorist	39
Suspicious Vehicle	38
Domestic	29

PRO-ACTIVE PATROLS	
Extra Patrol - Business	646
Traffic Stop	577
Extra Patrol - Residence	289
Traffic Enforcement	1

TOTAL CALLS FOR SERVICE: 1356

AVERAGE PER DAY: 47

UNIFORM TRAFFIC CITATIONS TOP 10 VIOLATIONS	
Operating Vehicle while License/Registration Expired	26
Speeding; more than 15 but less than 25 mph over speed limit	20
Driving without a License - 1st offense	19
Failure to Maintain Proof of Insurance in Motor Vehicle	18
Failure to Obey Traffic Control Device	18
Driving Under Suspension; License not suspended for DUI	11
Speeding; more than 10 but less than 15 mph over speed limit	8
Possession of 28g (1oz) or less of Marijuana - 1st Offense	7
Operating Uninsured Motor Vehicle - 1st Offense	7
Failure to Return License Plate and Registration upon loss of insurance - 1st offense	6

TOTAL CITATIONS ISSUED: 189

AVERAGE PER DAY: 6

UNIFORM TRAFFIC WARNINGS TOP 10 VIOLATIONS	
Speeding	71
Defective Equipment	56
Vehicle License Violation	50
Changing Lanes Unlawfully	41
Improper Lane Use	39
Improper Turn	21
Disregarding Traffic Signal	17
Texting Violation	14
Disregarding Stop Sign	11
Following Too Close	9

TOTAL WARNINGS ISSUED: 394

AVERAGE PER DAY: 14

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

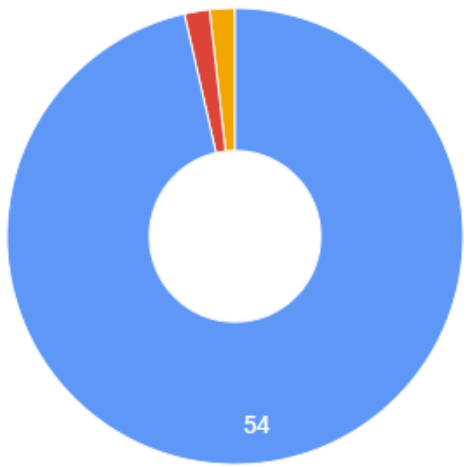
Mental Health Advocate:

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

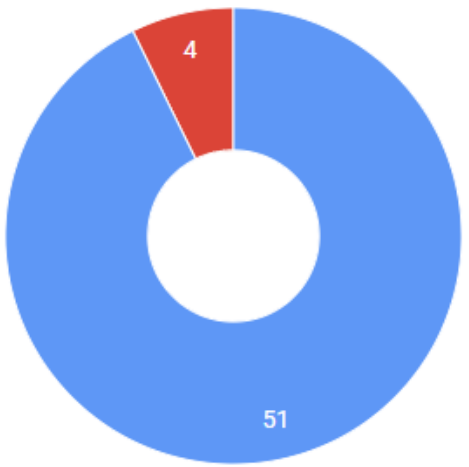
Tickets By Status Last 30 Days



- Warning
- Abandoned
- Issued

Total Count: 56 As of 9/29/2025, 12:00:00 AM

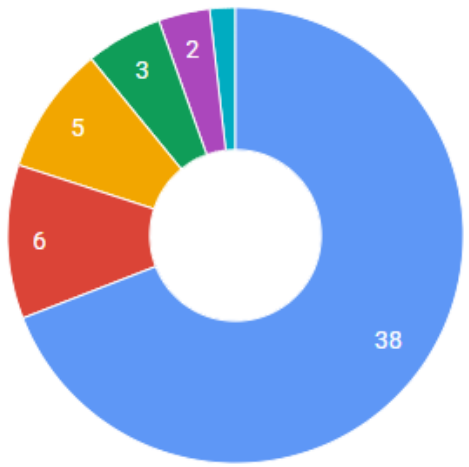
Tickets By Officer Last 30 Days



- Pamela Okeefe-Racanello
- Sunny Rogers

Total Count: 55 As of 9/29/2025, 12:00:00 AM

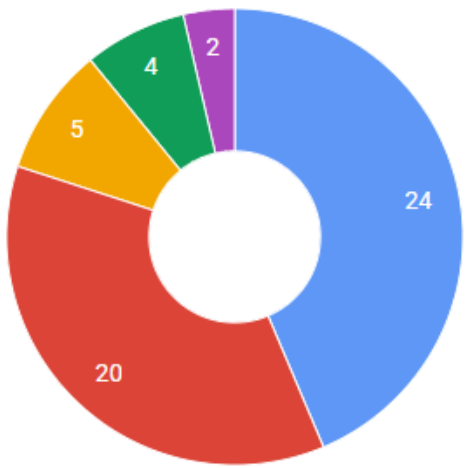
Tickets By Location Last 30 Days



- CALHOUN ST
- BLUFFTON RD
- THOMAS HEYWARD ST
- BOUNDARY RD
- LAWRENCE ST
- BRIDGE ST

Total Count: 55 As of 9/29/2025, 12:00:00 AM

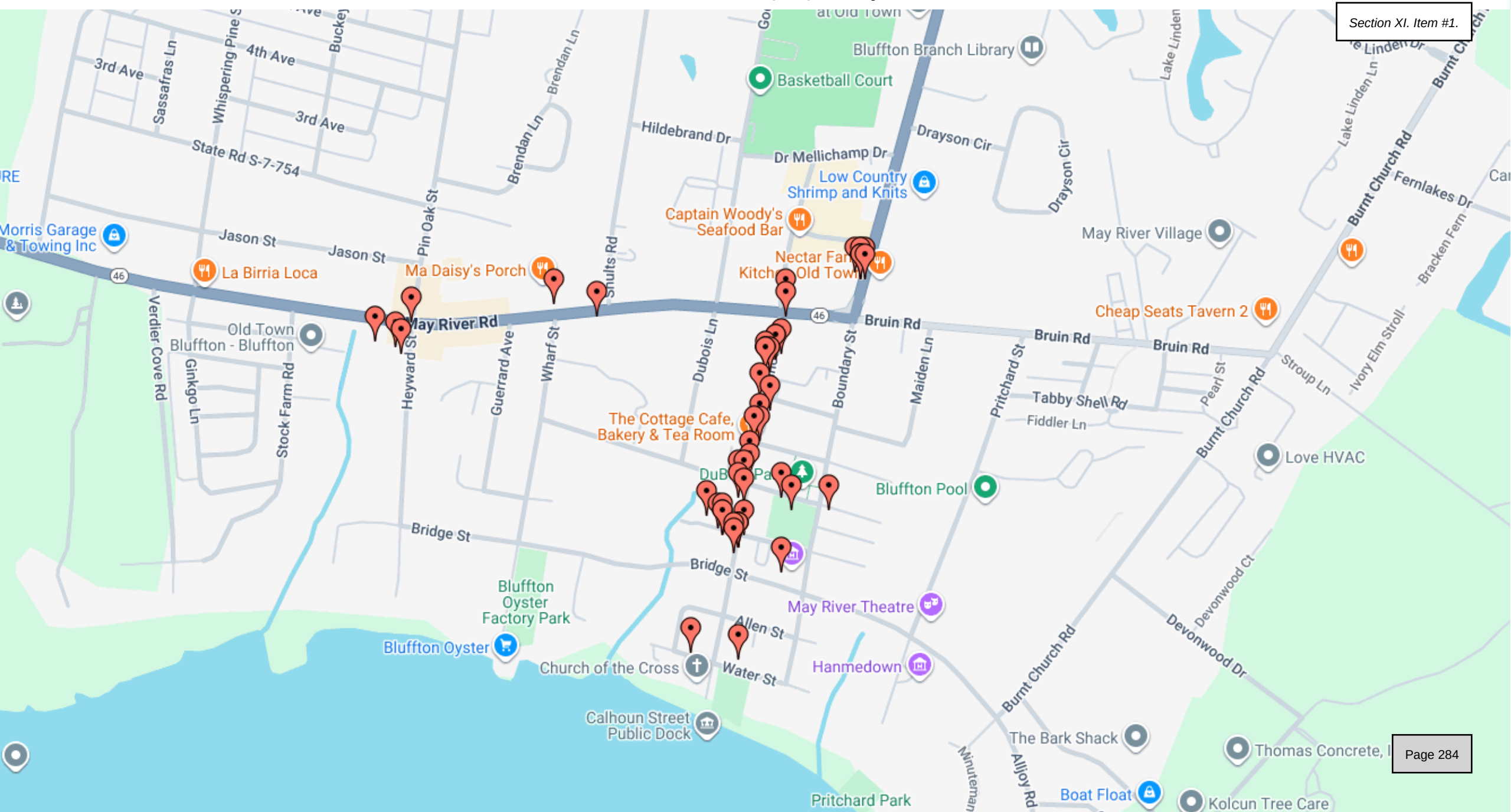
Tickets By Violation Last 30 Days



- Parking on a Sidewalk
- Parking within a safety zone
- Wrong Side of St. / Facing Traffic or 18" or more Away from Curb
- Official Sign Prohibits
- Blocking Roadway or Alley

Total Count: 55 As of 9/29/2025, 12:00:00 AM

DOWNTOWN CITATIONS (55) – September 2025



Code Enforcement:
William Bonhag

Signs

- Issued 36 NOV's for commercial business license failure to pay.
- 8 Wharf Street homeowner has complained about the loud music coming from Ma Daisy's porch. H/O will be attending council meeting on 10/14/25 with other neighbors regarding this matter.

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.

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 9/18/2025, Still pending cleanup of entire yard. Should the yard not be attended to by the time I return from vacation, a summons shall be issued to the owner.

4375 Bluffton Pkwy Unit B – Caliwell Nails

- Notified by Angie Castrillon they have placed an illegal sign that is unpermitted, too large and backlit.
- 6/24/25 Tuesday, a Notice of Violation shall be issued with a compliance date of 6/29/25.
- Largest sign removed, Bluffton Sign Co. now handling.8/7/25 pending conclusion with licensing.

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.

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

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.

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.
- Summons pending owner response.

Code Enforcement continued:

Simmonsville 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.

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.

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.

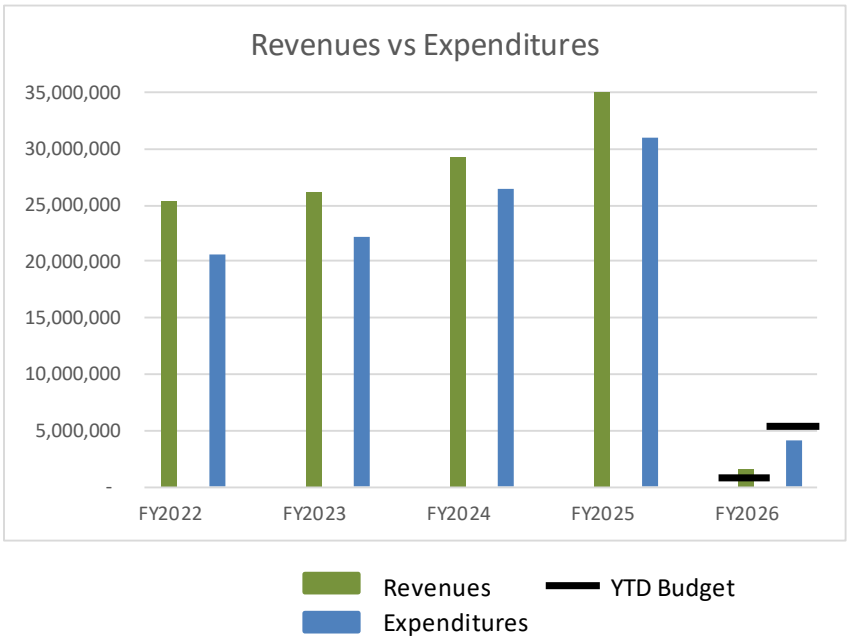
COMMUNITY ACTION TEAM
Attended Supervisor FMLA Training
Covered Courtroom Security
Covered the Historic Preservation Commission Meeting
Covered Town Council Meeting
Attended the Legislative Delegation at Town Hall
Covered Roots and River Festival Oyster Factory Park
Attended Cross Schools Family Chapel Day
Held a community meeting with Four Seasons residents
Attended 9-11 ceremony at Buckwalter Park
Attended Farmers Market Thursdays
Responded to call for service Lawrence St @ Boundary St
Attended Ida's Closet food drive Campbell AME
Attended Ivy Brook Academy for Community Helpers
Participated in the P.A.T course
Follow up at 20 Twin Oak Rd
Assisted SRO's and K'9 handlers with a school search at May River High School
Assisted Campbell AME annual conference of the AME Church Sept.17th-19th
Attended May River Montessori Peace Event
Assisted with Heads Up, Phones Down Hwy 278 Traffic Enforcement Sept.22nd-26th
Covered Planning Commission Meeting
Covered May River High School Homecoming Dance
Covered Bluffton High School vs Savannah Country Day Football game
Covered HE McCracken Middle School vs RSLA Football game
Assisted Citizens Police Academy
Police Substation Walk-ins: 5

TOWN COUNCIL
STAFF REPORT
Finance & Administration Department

MEETING DATE:	October 14, 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 August 2025. Revenues have been higher than expenditures for the last four full years.



FY2026 YTD through August shows General Fund total revenues above the total budgeted amount with Building Safety Permits showing the largest impact, followed by Business Licenses. Software contracts were paid earlier in FY2026 compared to FY2025 for the Communications, Executive, Finance & Administration, and Human Resources departments. Municipal Court pays the public defender monthly in FY2026 rather than a lump sum, mid-year payment in prior years. Public Services purchased a budgeted cargo van early this fiscal year. Total expenditures for August are below the total budget.

FY26 General Fund Financial Overview

Revenues		Expenditures
$1,643k	*YTD*	$4,147k
165.4%	*% of Budget*	78.8%
$994k	*YTD Budget*	$5,263k

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 August 31, 2025

	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	$ 113,347	$ 119,179	$ 5,832	$ 120,848	$ (1,669)	$ 113,347	$ 119,179	$ 5,832	$ 120,848	$ (1,669)
Licenses & Permits										
Business Licenses	72,391	76,236	3,845	60,616	15,620	113,639	182,792	69,153	92,183	90,609
MASC Telecommunications	-	-	-	-	-	-	-	-	-	-
MASC Insurance Tax Collection	-	-	-	-	-	-	-	-	-	-
Franchise Fees	91,816	-	(91,816)	82,543	(82,543)	91,816	-	(91,816)	82,543	(82,543)
Building Safety Permits	321,184	253,318	(67,866)	121,371	131,947	526,753	798,604	271,851	177,139	621,465
Application Fees	5,655	6,490	835	3,386	3,104	13,055	11,605	(1,450)	7,817	3,788
Total Licenses & Permits	491,046	336,044	(155,002)	267,916	68,128	745,263	993,001	247,738	359,682	633,319
Grants and Entitlements	179,032	187,983	8,951	176,825	11,158	179,032	187,983	8,951	176,825	11,158
Intergovernmental	-	-	-	-	-	-	-	-	-	-
Service Revenues	32,283	65,267	32,984	21,979	43,288	97,866	118,074	20,208	65,807	52,267
Fines & Fees	8,893	14,881	5,988	8,851	6,030	16,959	42,144	25,185	16,878	25,266
Interest Income	103,885	162,144	58,259	35,134	127,010	232,124	164,859	(67,265)	78,505	86,354
Miscellaneous Revenues	134,846	7,693	(127,153)	96,163	(88,470)	195,020	18,047	(176,973)	175,169	(157,122)
Total Revenues	1,063,332	893,191	(170,140)	727,716	165,475	1,579,610	1,643,287	63,677	993,714	649,573
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources & Tranfers In	-	-	-	-	-	-	-	-	-	-
Total Revenues and Other Financing Sources	$ 1,063,332	$ 893,191	$ (170,140)	$ 727,716	$ 165,475	$ 1,579,610	$ 1,643,287	$ 63,677	$ 993,714	$ 649,573
Expenditures										
Building Safety	$ 86,449	$ 70,561	$ (15,888)	$ 99,543	$ (28,982)	$ 138,380	$ 127,247	$ (11,133)	$ 159,340	$ (32,093)
Communications	51,518	22,070	(29,448)	30,191	(8,121)	121,651	75,118	(46,533)	71,291	3,827
Customer Service	27,507	20,652	(6,855)	30,959	(10,307)	37,965	37,178	(787)	42,729	(5,551)
Economic Development	45,927	29,938	(15,989)	45,927	(15,989)	100,927	97,056	(3,871)	100,927	(3,871)
Events & Venues	-	37,574	37,574	85,756	(48,182)	-	100,098	100,098	145,785	(45,687)
Executive	170,444	121,611	(48,833)	191,309	(69,698)	253,199	284,350	31,151	284,194	156
Finance & Administration	113,948	89,160	(24,788)	133,910	(44,750)	155,351	208,783	53,432	182,566	26,217
Human Resources	48,672	49,546	874	56,921	(7,375)	76,111	116,456	40,345	89,010	27,446
Information Technology	259,009	104,891	(154,118)	299,566	(194,675)	430,074	309,013	(121,061)	497,418	(188,405)
Municipal Court	41,087	30,359	(10,728)	42,904	(12,545)	58,822	64,126	5,304	61,424	2,702
Municipal Judges	6,363	6,041	(322)	6,575	(534)	14,819	14,087	(732)	15,313	(1,226)
Planning & Community Development	151,297	102,927	(48,370)	183,434	(80,507)	231,791	233,299	1,508	281,025	(47,726)
Police	1,071,601	764,546	(307,055)	1,226,115	(461,569)	1,534,151	1,357,663	(176,488)	1,781,566	(423,903)
Project Management	81,991	60,101	(21,890)	89,396	(29,295)	108,952	109,942	990	118,792	(8,850)
Public Services	222,034	246,751	24,717	275,587	(28,836)	318,499	408,715	90,216	395,319	13,396
Town Council	10,703	11,249	546	18,163	(6,914)	24,639	22,299	(2,340)	41,812	(19,513)
Town Wide	198,563	44,122	(154,441)	246,730	(202,608)	800,226	582,042	(218,184)	994,342	(412,300)
Total Expenditures	2,587,113	1,812,099	(775,014)	3,062,986	(1,250,887)	4,405,557	4,147,472	(258,085)	5,262,853	(1,115,381)
										-
Other Financing Uses										
Contribution to Fund Balance	-	-	-	-	-	-	-	-	-	-
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	-	-	-	-	-
Total Transfers	-	-	-	-	-	-	-	-	-	-
Total Expenditures and Other Financing Uses	$ 2,587,113	$ 1,812,099	$ (775,014)	$ 3,062,986	$ (1,250,887)	$ 4,405,557	$ 4,147,472	$ (258,085)	$ 5,262,853	$ (1,115,381)

Town of Bluffton
Actual Versus Budget
For Period Ending August 31, 2025

	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										
Stormwater Utility Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Licenses & Permits										
NPDES Plan Review Fee	8,250	2,000	(6,250)	8,871	(6,871)	14,400	8,500	(5,900)	15,484	(6,984)
NPDES Inspection Fee	29,050	26,300	(2,750)	26,093	207	41,200	75,650	34,450	37,006	38,644
Total Licenses & Permits	37,300	28,300	(9,000)	34,964	(6,664)	55,600	84,150	28,550	52,490	31,660
Total Revenues	37,300	28,300	(9,000)	34,964	(6,664)	55,600	84,150	28,550	52,490	31,660
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources & Tranfers In	-	-	-	-	-	-	-	-	-	-
Total Revenues and Other Financing Sources	$ 37,300	$ 28,300	$ (9,000)	$ 34,964	$ (6,664)	$ 55,600	$ 84,150	$ 28,550	$ 52,490	$ 31,660
Expenditures										
Watershed Management	$ 132,535	$ 144,378	$ 11,843	$ 335,718	$ (191,340)	$ 171,096	$ 220,495	$ 49,399	$ 433,394	$ (212,899)
Total Expenditures	132,535	144,378	11,843	335,718	(191,340)	171,096	220,495	49,399	433,394	(212,899)
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	$ 132,535	$ 144,378	$ 11,843	$ 335,718	$ (191,340)	$ 171,096	$ 220,495	$ 49,399	$ 433,394	$ (212,899)

Town of Bluffton
Budget and Actual - Capital Improvement Program Fund
For Period Ending August 31, 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	$ -	$ 1,514,455	$ -	$ 1,514,455	$ 1,514,455	0.0%
Total Economic Development	**-**	**1,514,455**	**-**	**1,514,455**	**1,514,455**	**0.0%**
Facilities						
Law Enforcement Center Facility Improvements	-	195,000	-	195,000	195,000	0.0%
Sarah Riley Hooks Cottage	95,064	1,162,350	-	1,162,350	1,067,286	8.2%
Town Facilities ADA Compliance Plan	-	100,000	-	100,000	100,000	0.0%
New Riverside Barn Park Event Lawn Pavilion - NEW	-	111,500	-	111,500	111,500	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	**98,114**	**1,868,850**	**-**	**1,868,850**	**1,770,736**	**5.2%**
Housing						
Affordable Housing Project	-	740,816	-	740,816	740,816	0.0%
Total Housing	**-**	**740,816**	**-**	**740,816**	**740,816**	**0.0%**
Information Technology Infrastructure						
Community Safety Cameras Phase 6	-	139,200	-	139,200	139,200	0.0%
Network Improvements	-	35,000	-	35,000	35,000	0.0%
Total Parks	**-**	**174,200**	**-**	**174,200**	**174,200**	**0.0%**
Land						
Land Acquisition	11,721	9,709,302	-	9,709,302	9,697,581	0.1%
Total Land	**11,721**	**9,709,302**	**-**	**9,709,302**	**9,697,581**	**0.1%**
Parks						
Park Improvements	4,084	60,000	-	60,000	55,916	6.8%
Oyster Factory Park	-	973,502	-	973,502	973,502	0.0%
New Riverside Park/Barn Site	87,705	2,142,000	-	2,142,000	2,054,295	4.1%
New River Trail	107,666	3,661,787	-	3,661,787	3,554,121	2.9%
Buckwalter Place Park Improvements	9,245	1,350,859	-	1,350,859	1,341,614	0.7%
Buck Island - Simmonsville Neighborhood Park - NEW	-	198,500	-	198,500	198,500	0.0%
Public Art	32,500	100,000	-	100,000	67,500	32.5%
New Riverside Barn Park Phase 2 Trail & Disc Golf - NEW	-	135,000	-	135,000	135,000	0.0%
Total Parks	**241,200**	**8,621,648**	**-**	**8,621,648**	**8,380,448**	**2.8%**
Roads						
Pathway Pedestrian Safety Improvements	158	460,235	-	460,235	460,077	0.0%
Calhoun Street Streetscape	-	427,230	-	427,230	427,230	0.0%
Wharf Street Lighting	-	69,500	-	69,500	69,500	0.0%
Boundary Street Streetscape	-	3,359,250	-	3,359,250	3,359,250	0.0%
Historic District Overhead Power Conversion	-	74,000	-	74,000	74,000	0.0%
Ghost Roads	-	376,000	-	376,000	376,000	0.0%
Total Roads	**158**	**4,766,215**	**-**	**4,766,215**	**4,766,057**	**0.0%**
Stormwater and Sewer						
Sewer Connections Policy	-	459,046	-	459,046	459,046	0.0%
Historic District Sewer Extension Phase 4	489	575,760	-	575,760	575,271	0.1%
Historic District Sewer Extension Phase 5	-	183,920	-	183,920	183,920	0.0%
Historic District Sewer Extension Phase 6	-	201,700	-	201,700	201,700	0.0%
Bridge Street Streetscape	-	1,593,313	-	1,593,313	1,593,313	0.0%
Comprehensive Drainage Plan Improvements	-	84,500	-	84,500	84,500	0.0%
Stoney Crest Campground/Old Palmetto Bluff Rd	-	1,352,432	-	1,352,432	1,352,432	0.0%
Pritchard Street Drainage Improvements	-	1,224,366	-	1,224,366	1,224,366	0.0%
Total Stormwater and Sewer	**489**	**5,675,037**	**-**	**5,675,037**	**5,674,548**	**0.0%**
Total CIP Expenditures	**$ 351,682**	**$ 33,070,523**	**$ -**	**$ 33,070,523**	**$ 32,718,841**	**1.1%**

Town of Bluffton
Actual Versus Budget
For Period Ending August 31, 2025

	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	274	6,140	5,866	288	5,852	274	12,718	12,444	288	12,430
Total Property Tax	274	6,140	5,866	288	5,852	274	12,718	12,444	288	12,430
Licenses & Permits										
Municipal Improvement District Fee	-	-	-	-	-	-	-	-	-	-
Interest Income	11,348	3,388	(7,960)	7,321	(3,933)	21,782	6,780	(15,002)	14,053	(7,273)
Miscellaneous Revenues	-	-	-	-	-	-	-	-	-	-
Total Revenues	11,622	9,528	(2,094)	7,609	1,919	22,056	19,498	(2,558)	14,341	5,157
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources & Tranfers In	-	-	-	-	-	-	-	-	-	-
Total Revenues and Other Financing Sources	$ 11,622	$ 9,528	$ (2,094)	$ 7,609	$ 1,919	$ 22,056	$ 19,498	$ (2,558)	$ 14,341	$ 5,157
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	-	61,025	54,650	(6,375)	54,650	-
Series 2020A GO Bonds Debt Service										
Principal	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Total Expenditures	61,025	54,650	(6,375)	54,650	-	61,025	54,650	(6,375)	54,650	-
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	179,058	-	(179,058)	1,305,781	(1,305,781)	-	-	-	-	-
Total Transfers	179,058	-	(179,058)	1,305,781	(1,305,781)	-	-	-	-	-
Total Expenditures and Other Financing Uses	$ 240,083	$ 54,650	$ (185,433)	$ 1,360,431	$ (1,305,781)	$ 61,025	$ 54,650	$ (6,375)	$ 54,650	$ -

Town of Bluffton
Special Revenue Accounts
For Period Ending August 31, 2025

FY2026

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

FY2025

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
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	1,022,605
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	1,342,930
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	4,140,747
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	6,506,282

FY2026 VS FY2025 (more / (less)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	(1,059)	(1,214)												
Local Accommodations Tax	(583)	104,105												
Hospitality Tax	(3,906)	54,217												
Total Revenues	(5,548)	157,108	-	-	-	-	-	-	-	-	-	-	-	-

FY2024

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
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	1,030,150
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	1,597,500
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	3,788,036
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	6,415,686

FY2025 VS FY2024 (more / (less)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
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)	59,593
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)	(60,821)
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	101,049
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)	99,821

FY2023

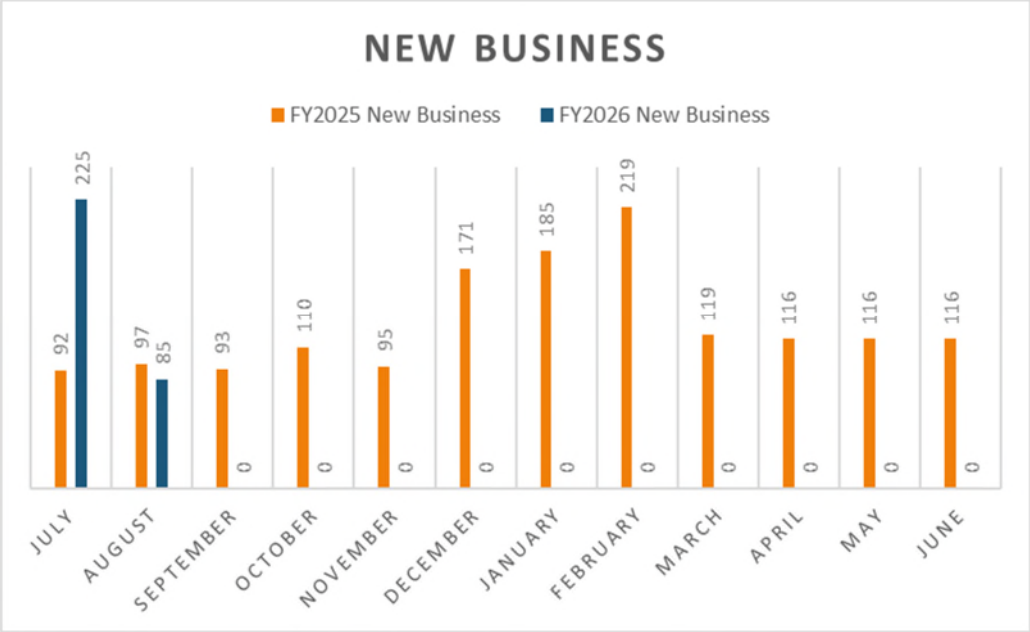
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
Revenues															
State Accommodations Tax	400	468	509	256,141	783	897	229,281	916	1,155	145,283	1,388	1,466	484,835	1,123,522	1,175,700
Local Accommodations Tax	614	173,603	126,868	137,517	152,941	158,074	114,639	63,354	83,215	24,975	331,683	187,863	176,432	1,731,779	1,577,800
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	2,730,300
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	5,483,800

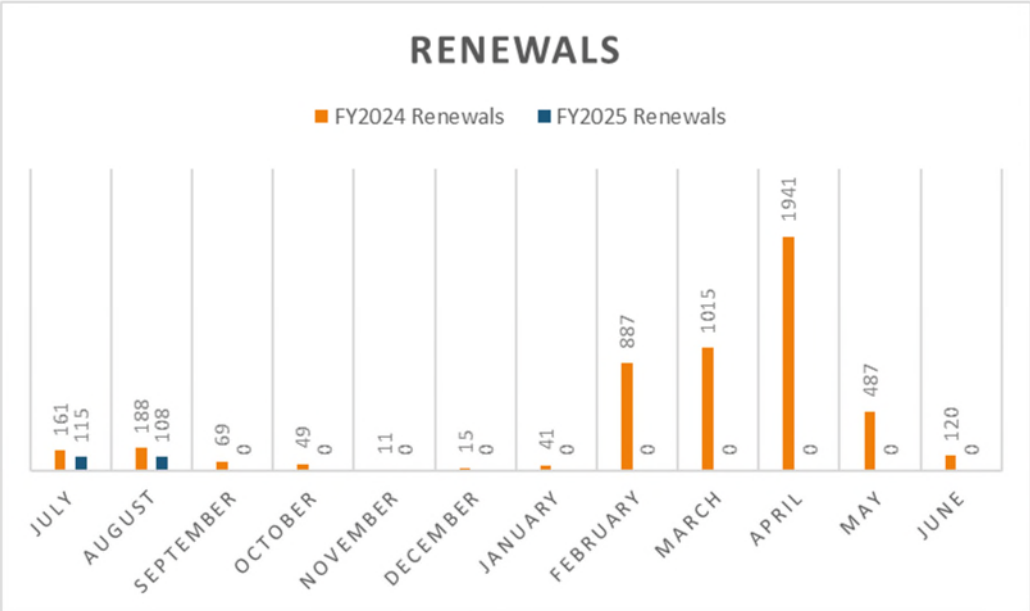
FY2024 VS FY2023 (more / (less)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
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)	(2,116)
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	134,685
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)	461,826
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	594,396

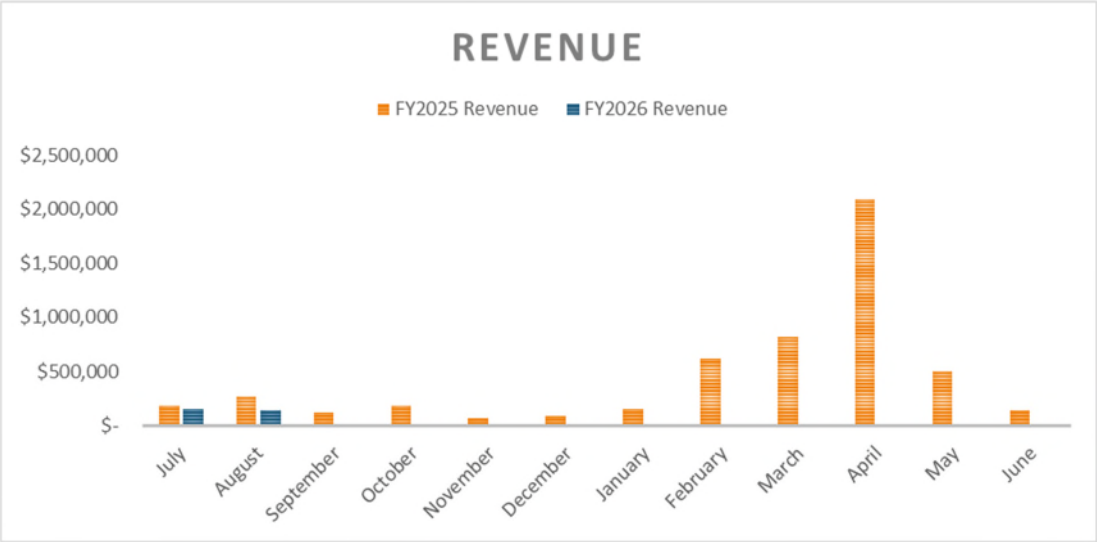
Business License Statistics:

Business License applications for FY2026 through August total 533 (310 new business and 223 renewals) compared to FY2025's total of 538 (189 new business and 349 renewals).





Business license renewals reflect a decrease of 43% or 80 and revenue collections decreased 62% or $127,196 for the month of August when compared to last year as more businesses renewed timelier this year. Business license revenue generated through permits decreased slightly by 2% or $1,482.



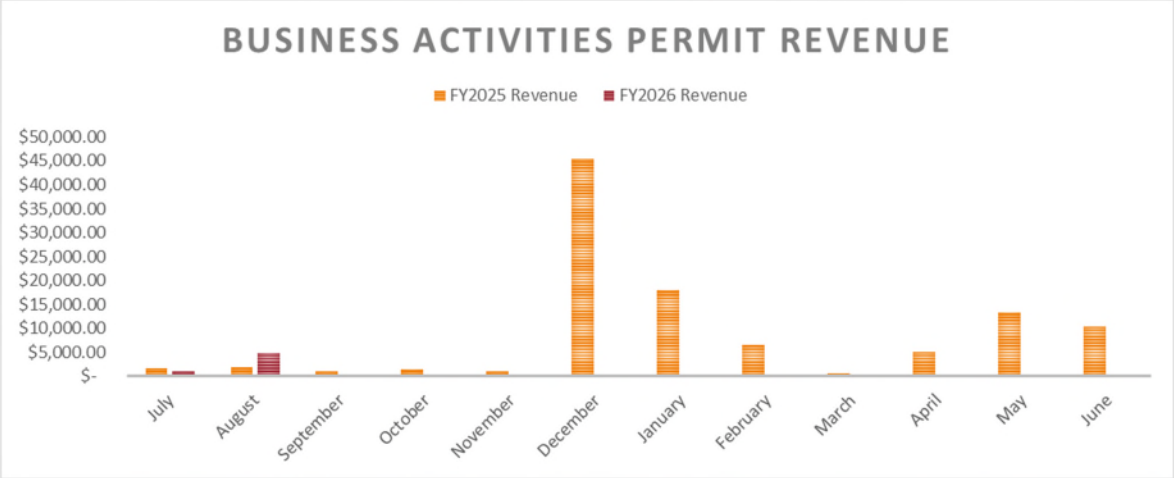
The amended ordinance that went into effect January 1st, 2019 included additional incentives for new businesses and businesses with multiple locations within the Town. For the 2025 business license renewals, there were five hundred, nineteen (519) renewals eligible for an incentive.

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
  - Zero (0) MVPs issued in August
  - Thirty-six (36) are compliant
  - Two (2) are non-compliant
  - None are pending
  - There are thirty-eight (38) identified Mobile Vending businesses
- Short-Term Rental Permit (STRP): $325 for a calendar year
  - Eleven (11) STRPs issued in August
  - Two hundred and forty-four (244) STRPs are compliant with a permit
  - Twenty-nine (29) are non-compliant
  - Four (4) 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
Community Development Block Grant (CDBG)	Federal	4-A-19-001	BIS sanitary sewer, Phase 5	CIP	submitted for closure	$ 500,000.00	$ 3,002,282.00	$3,502,282.00	10/14/19	10/14/19	12/30/2023; extended to 12/31/2024
Land and Water Conservation Fund	Federal	45-01131	New Riverside Barn Park	CIP	submitted for closure	$ 500,000.00	$ 500,000.00	Phase I > $1M	10/18/21	10/19/21	10/31/2023; extended to 12/31/2024
Section 319(h) Nonpoint Source Pollution, Assistance Program	Federal	EQ-0-263	May River Watershed Action Plan Phase IV; sewer connections (Poseys Court, Pritchard Street, Bridge Street)	Stormwater / CIP	closed	$ 365,558.36	$ 243,830.00	$ 609,388.36	06/21/19	09/25/19	7/24/2023; extended to 9/30/2024
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	$ 1,348,178.00	$ -	$1,348,178.00	9/30/2024	3/9/2024	3/31/2026
FY24 Park and Recreation Development Fund (PARD)	State	Project Number 2023057	New River Trail Restroom Shelter	CIP	Active	$ 26,000.00	$ 6,500.00	$ 32,500.00	05/08/23	05/08/23	5/8/2026
School Safety Program FY24 (School Resource Officer)	State	SR-076-C0702-24	SRO funding for six officers	Police	closed	$ 893,422.29	none	$ 893,422.29	6/16/2023	7/1/2023	6/30/2024; extended until 12/31/2024 for final expenditures
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	none
FY24 State Appropriation Act	State	none	Agility Course	Police	closed	$ 50,000.00	none	$ 50,000.00	9/8/2023	9/8/2023	6/15/2024; extended until 6/15/2025
StimulateSC	State	2024SSC-01	DRCI Artificial Intelligence Training Program	DRCI	closed	$ 10,450.00	$ 10,450.00	$ 20,900.00	1/2/2024	1/15/2024	10/15/2024
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
School Safety Program FY25 (School Resource Officer)	State	SR-113-C0702-25	continued funding for six SROs	Police	Active	$ 522,025.00	none	$ 522,025.00	8/6/2024	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	6/15/2025
Home Repair Program	Local	none	Home Repair Assistance (NAP)	Growth Management	Active	$ 144,000.00	none	$ 144,000.00	8/22/2024	8/22/2024	6/30/2025
						$ 8,882,931.65					
Building Resilient Infrastructure and Communities (BRIC)	Federal	**CANCELLED BY FEDERAL GOVERNMENT APRIL 2025**	Historic District drainage	Watershed	**submitted 12/14/2023**	$ 278,550.00	$ 30,950.00	$ 309,500.00			36 months from date of award
Sen Graham appropriation FFY25 / National Park Service	Federal		New River Linear Trail ADA Enhancement Phase II	CIP	**submitted 4/29/2024; look for Congress to pass appropriation legislation between Oct and Dec 2024**	$ 500,000.00	$ 1,492,056.00	$1,992,056.00			
Hazard Mitigation Grant Program	Federal		Historic District drainage	Watershed	pre-app approved 5/5/25; full application due 8/29/25	$ 327,318.75	$ 109,106.25	$ 436,425.00			

As of August 2025

	Bluffton Police Department Benevolence Fund		Mayor's Stay Safe Bluffton Scholarship Fund		Town of Bluffton Parks & Public Art Fund	
	August 2025	FY through August 2025	August 2025	FY through August 2025	August 2025	FY through August 2025
Beginning Balance	$ 139,844.84	$ 139,272.80	$ 26,050.31	$ 25,473.25	$ 3,958.46	$ 3,945.09
Contributions & Investement Activity						
Contributions to Fund	$ -	$ 100.00	$ -	$ 500.00	$ -	$ 14.08
Interest & Dividend Income	143.93	641.06	26.81	119.35	4.07	3.36
Investment Income & Losses	127.15	102.06	23.69	19.01	3.60	3.60
Total Contributions & Investment Activity	271.08	843.12	50.50	638.36	7.67	21.04
Expenses						
Distributions - Grants	-	-	-	-	-	-
Distributions - Program Expenses	-	-	-	-	-	-
Fees - Administrative & Investment	-	-	-	-	-	-
Fees - Credit Card Processing	-	-	-	10.80	-	-
Total Expenses	-	-	-	10.80	-	-
Net Change to Fund Balance	$ 271.08	$ 843.12	$ 50.50	$ 627.56	$ 7.67	$ 21.04
Pending Contributions						
Total Pending Contributions		$ -		$ -		$ -
Pending Expenses						
Total Pending Expenses		-		-		-
Projected Ending Balance		$ 140,115.92		$ 26,100.81		$ 3,966.13

TOWN COUNCIL

STAFF REPORT
Human Resources Department

MEETING DATE:	October 14, 2025
PROJECT:	September 2025 Activity Report
PROJECT MANAGER:	Anni Evans, Director of Human Resources

Human Resources Summary:

New Hire: 2
Stacy Ducharme
Title: Part-Time Communications Coordinator
Start date: September 4, 2025
Department: Communications Department

Alexandra Bunn
Title: Stormwater Technician
Start date: September 4, 2025
Department: Watershed Department

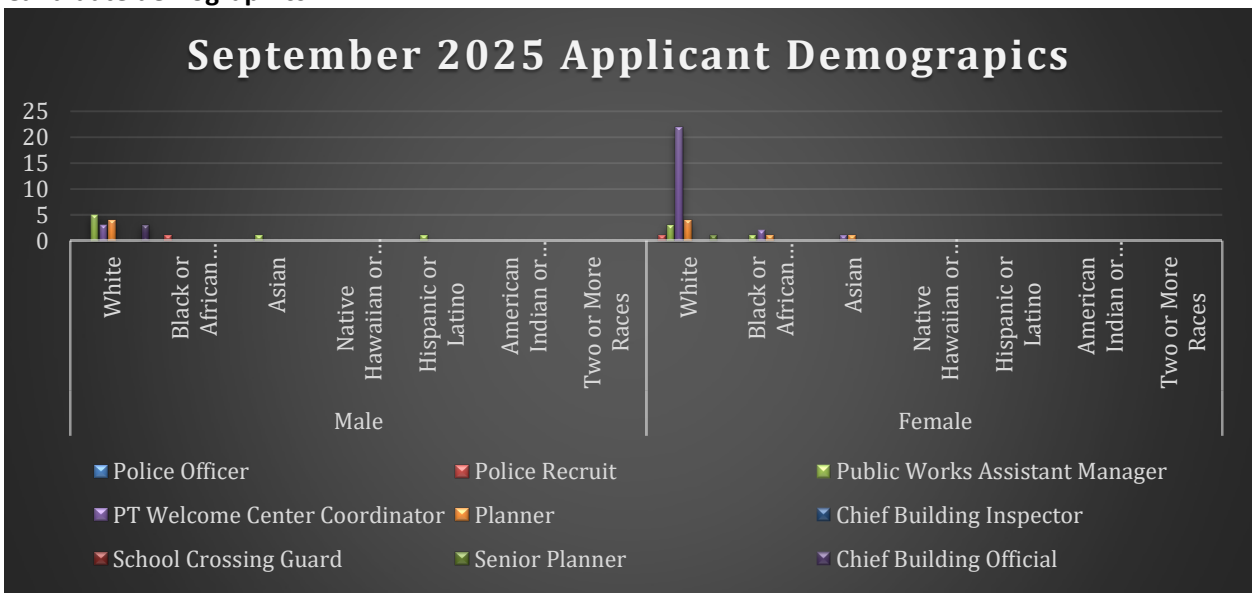
Exits: 1
Rob Currall
Title: Chief Building Official
Exit Date: September 6, 2025
Department: Building Safety

Jobs posted:
Police Officer
Police Recruit
Planner
Senior Planner
Public Works Assistant Manager
PT Welcome Center Coordinator
Chief Building Official
Chief Building Inspector
Crossing Guard

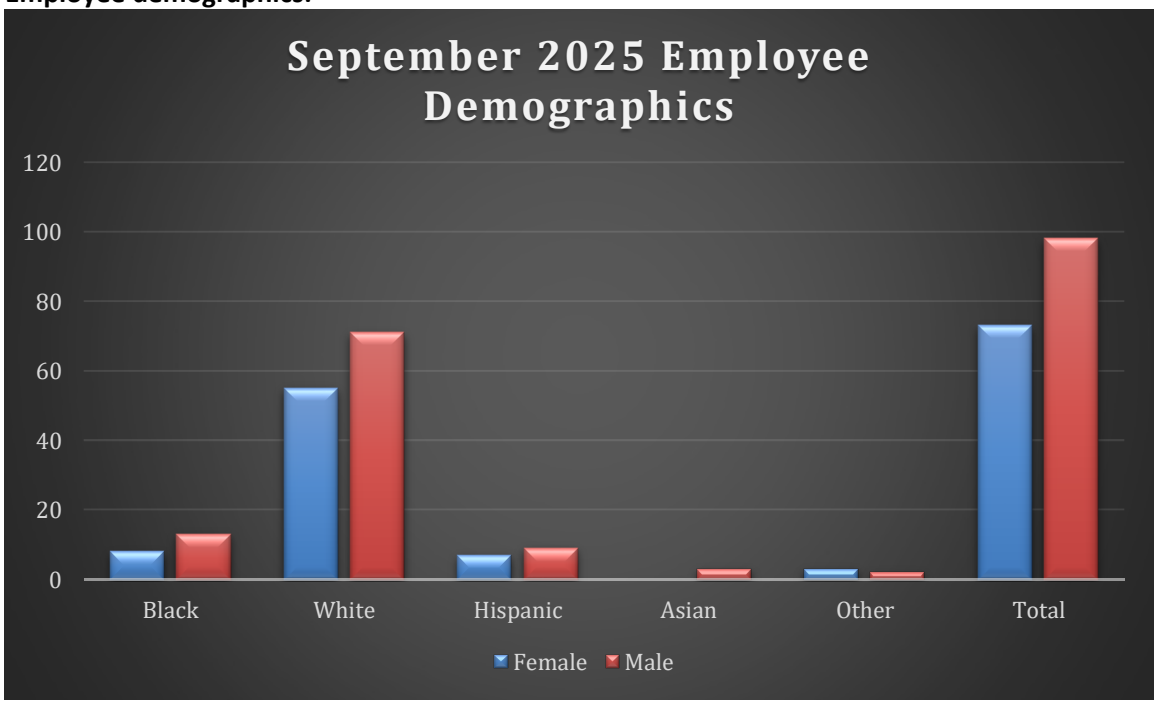
- Birthday/Anniversary Celebration – 9/23/25 Pizza Party!
- Wellness Events:
    - Wellness Fair Week:
        - Philosophy 101: When Life's Uncertain Get Stoic
        - Something Seriously Funny: Laugh More. Stress Less. Respond Better.
        - Stretching and Chair Yoga with Beaufort Memorial Health
        - Financial Wellness: Edward Jones
        - Hospice Knowledge with Amedisys Hospice
    - Wellness Fair: All Day Event with: Beaufort Memorial Health, First Sun EAP, Biometric Screening, Flu Shots,

- Carolina Career Fair: September 17: Coastal Carolina
- Supervisor Training:
    - FMLA Training September 11: 12pm – 1pm Council Chambers
- Bluffton Self Help conversational English-speaking classes at Public Services: September 24

Candidate demographics:



Employee demographics:



TOWN COUNCIL

STAFF REPORT
Municipal Court Department

MEETING DATE:	October 14, 2025
PROJECT:	August Activity Report
PROJECT MANAGER:	Lisa Cunningham, Clerk of Court

Court Summary

Town of Bluffton Municipal Court convenes every Tuesday morning. In August 2025 a total of four morning sessions. The Municipal Court currently has 343 cases pending which is a combination of 283 criminal/traffic cases, 19 jury trial requests, and 41 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 19 pending as of August 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 5 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 8 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 procession 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 10 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.

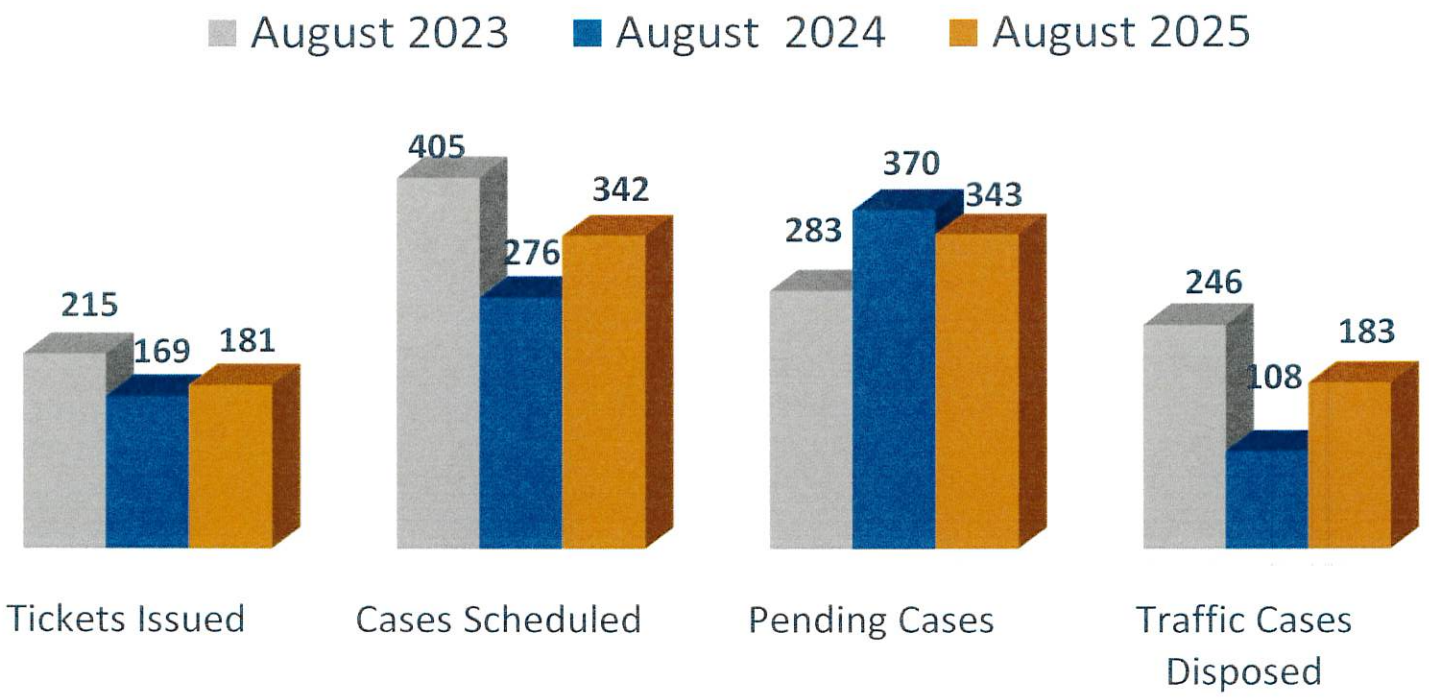
TEP, AEP, and PTI are directly managed through the Solicitors office. The Court provides a referral and the Solicitors Office provides a completion or termination report upon completion date.

Town of Bluffton Municipal Court

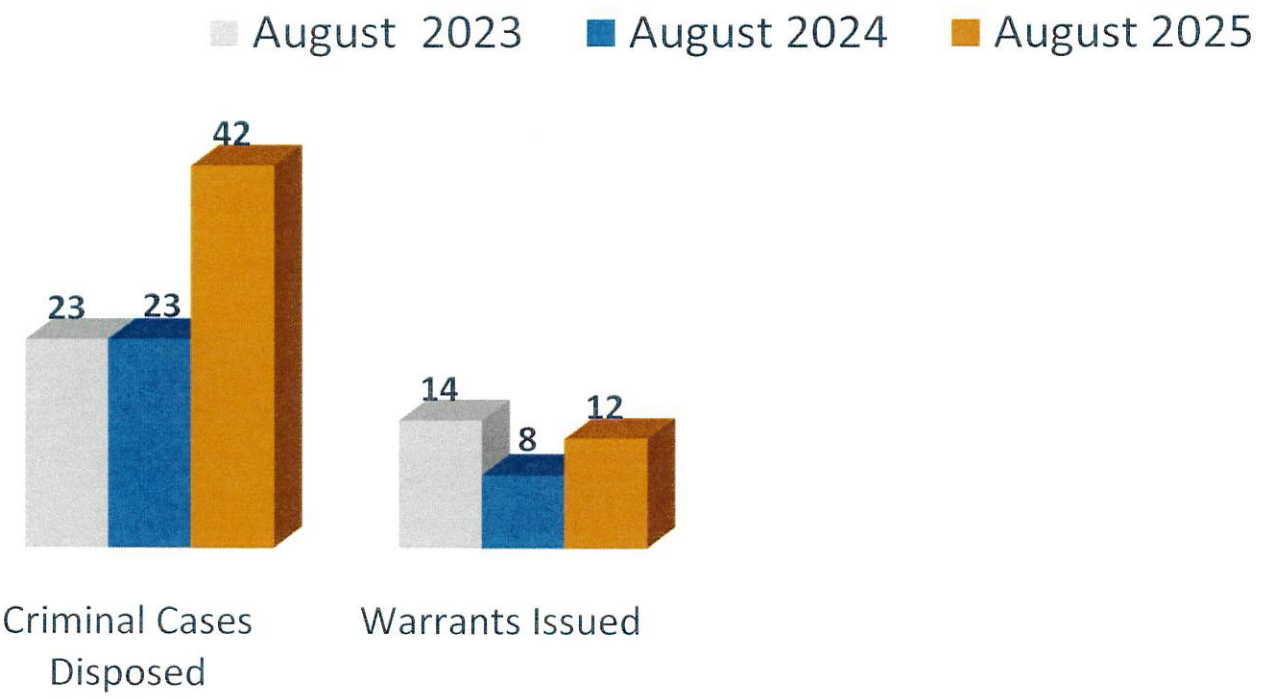
Statistics for August 2025

Presented by:
Lisa Cunningham, Clerk of Court

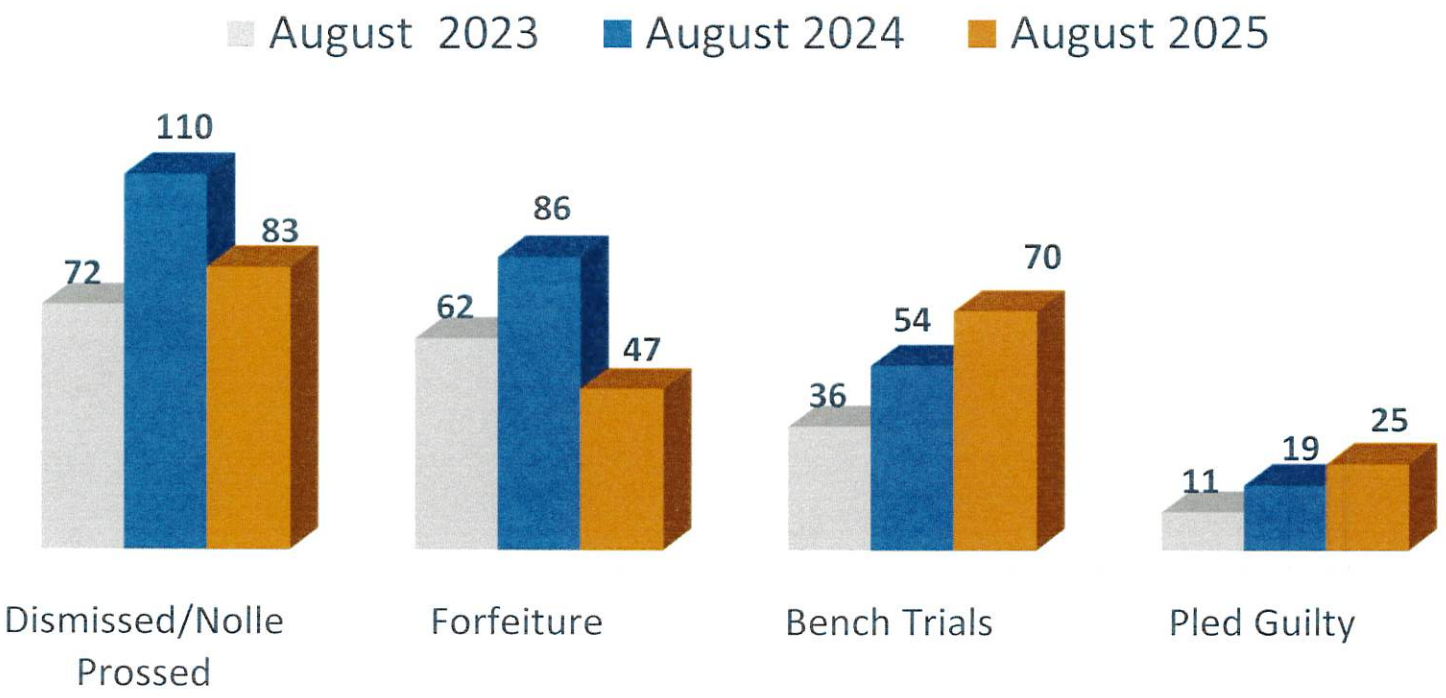
Town of Bluffton Municipal Court



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:	October 14, 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**
    - **Next Steps**
        - No activity; pending direction from Council resulting from Creech and Associates' space needs assessment study.
2. **Sarah Riley Hooks Cottage**
    - Cottage footers and foundation are **complete**. Framing 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 November and begin construction in late 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 construction is underway. 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**
    - Partnership with WorkForce State of Mind to construct 12 units at 1095 May River Road.
    - Horizontal site work continues with vertical construction to begin in October 2025. Construction is anticipated to be completed in the 1st quarter of 2026.
    - **Next Steps**
        - Staff continues to review progress and applications for payment.
        - Coastal States Bank will start accepting mortgage applications near the end of this year depending on construction progress.

PARKS

1. **Park Improvements**
    - Churchich Recreation and Design to replace swings and turf at DuBois Park.
    - **Next Steps**
        - Begin construction of DuBois improvements in late October 2025.
        - Submit conceptual design of a proposed second pavilion at Oscar Frazier Park to Town Council at the October Quarterly Workshop.
2. **Oyster Factory Park**
    - Construction of food truck access road paving and drainage began in September.
    - Shearlock developing a proposal for 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.
        - Prepare bid package for pavilion post replacement.
        - Prepare plans and bid packages for the restroom expansion and other FY26 improvements.
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 River Linear Trail**
    - BPD enforcing no trespassing for public safety. Construction underway with completion planned for summer 2026.
    - **Completed** construction fencing.
    - Surveying, silt fencing, erosion control, debris mulching **complete**.
    - **Next Steps**
        - Pathway clearing and subbase in progress to connect parking lot to trail.

6. **Buckwalter Place Park Improvements**
    - **Completed** Phase 1.
    - Wood + Partners engaged for CDs of Phases 2 and 3.
    - GHD engaged for geotechnical surveying.
    - **Next Steps**
        - Public Art Committee considering sunken art room options.
        - Phases 2 and 3 construction is planned to begin in December 2025.
7. **New Riverside Barn Park Phase 2 Trails & Disc Golf**
    - Engineering Design for the Phase 2 trails is **complete.**
    - 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.

INFORMATION TECHNOLOGY INFRASTRUCTURE

1. **Document Management**
    - Document Management System (DMS) is live.
2. **Network Infrastructure**
    - Migration of Munis and Energov systems to a hosted environment **completed**.
    - **Next Steps**:
        - Replacing more VMWare hosts.

STORMWATER & SEWER

1. **Historic District Sewer Extension Phases 4 through 6 – Lawrence, Green and Water Streets**
    - Construction underway for HD Sewer – Lawrence Street **complete**.
    - Green Street design modifications to account for Boundary Street drainage is **complete**.
    - **Next Steps:**
        - Continue construction on Water Street, then proceed to Green Street.
        - Once complete, 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. **Bridge Street Streetscape**
    a. **Completed** Lighting plan.
    b. Clarified SCDOT right of way conflict.
    c. **Completed** IT fiber conduit connection to Town Hall.
    d. **Completed** Montessori and Bluffton Telephone easements.
    - **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. **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 to be scheduled with Beaufort County 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.

4. 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.
- Presenting Impervious Restoration Program goals/objectives at SESWA conference on 10/2/25.
- **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.

5. 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 awarded to Infrastructure Consulting Engineering.
- **Next Steps:**
  - Obtained and reviewed quotes for RRFB for installation at May River Road and Calhoun, Wharf and Thomas Heyward intersections.
  - Installation of May River Road RRFBs scheduled for December 2025.
  - Review of New Riverside pedestrian crossing scheduled for 10/21/25 Town Council workshop.
  - Phase 3 Bluffton Road crossing locations design in progress.

2. 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.
  - 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.

3. Boundary Street Lighting

- Dominion street lighting **complete**.

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

4. 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 is planned to begin in FY26, subject to acquisition of required easements and permitting.

5. 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.

6. Pritchard Street Drainage Improvements

- Obtained approval for proposed improvements with Beaufort County School District and Beaufort County on pool operation impacts.
- Street lighting agreement with Dominion approved.
- Apparent responsive and responsible low bid determined to be Gulf Stream Construction Company, Inc. at $1,943,052,16.
- **Next Steps:**
  - Easement acquisition documents have been finalized, and easement acquisitions continue.
  - Finalize permit approvals.
  - Consideration for Town Council Construction Contract Approval anticipated for October TC Meeting.

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WATERSHED MANAGEMENT UPDATE

Administrative Update

- Targeted Microbial Source Tracking (MST) Program within the May River Watershed continues with nearly weekly sampling. Email notifications will be sent monthly.
- Staff spoke with Kevin Mitchell, Deputy EDS Director for the Town of Mount Pleasant, regarding a wetland protection ordinance modeled after the Town's.
- Staff met with staff from the South Carolina Environmental Law Project (SCELP) to discuss stormwater design standards at a local and state level.

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***
   - The May River headwaters stormwater model calibration contract has been executed, and the project kickoff meeting was conducted.
   - Targeted Microbial Source Tracking (MST) Sampling Program targets multiple potential sources including human, dog, deer, horse, and bird waste.
     - Staff collect samples during five (5) wet and dry weather events to characterize each subwatershed.
     - Staff collected MST samples throughout August and September. The human and dog genetic markers continue to be detected repeatedly.
3. **Resiliency**
   - Staff met with the City of Charleston's Resilience Officer, the Town of Hilton Head's Chief Environmental Officer, and Furman University's Shi Institute to discuss their ongoing resilience initiatives.
   - Staff continue work with the Green Infrastructure Center (GIC) on tree canopy mapping in the Town's jurisdiction with support from a SC Forestry Grant award.
   - Wetlands and Resiliency Ordinances:
     - Staff met with the consultant team (McCormick Taylor and Center for Watershed Protection) to discuss on-going wetland and resilience work.
     - Staff are reviewing a draft of the wetland ordinance from the consultant team.
     - Staff coordinated review with Growth Management and legal of the draft.
     - Staff received the Wetland Mapping Tool. The tool and its accompanying memorandum are under review.
     - Staff have 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 organized the Beach Sweep/River Sweep. Approximately 275 volunteers attended the event.
   - Moreno, Lewis, and Rybak presented at the Southeast Stormwater Association's (SESWA) Annual Conference on the Town's Wetland Ordinance and Impervious Restoration Program.
   - Moreno submitted an article on the Town's Microbial Source Tracking (MST) Program to be included as part of SESWA's monthly newsletter.

- 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 met with the Port Royal Sound Foundation and regional partners to discuss the foundation's new H20 water quality portal.
- Staff attended the Lowcountry Consortium Meeting held at Parris Island.
- The next Watershed Action Plan Advisory Committee meeting will be held 10/23/25. **– Attachment 3**

2. MS4 MCM – #3 Illicit Discharge Detection and Elimination

- Staff inspected the ditch adjacent to the Jennie Kitty Municipal Building following human genetic marker detections and found no signs of an illicit discharge. Staff are working with BJWSA to confirm the sewer connection status of several properties within the area.
- *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)

- Moreno completed her recertification as a Qualified Compliance Inspector of Stormwater (QCIS).
- Watershed Management team attended SESWA conference held on Hilton Head Island for continued training. Jones serves on the Board of Directors and Executive Committee.

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

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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

SCDES Shellfish Harvesting Monitoring Data Year-to-Date
May River Headwaters Shellfish Stations

	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		46.0	23.0	17.0		13.0	17.0	13.0		23.0	33.0	2.0		11.0	2.0	11.0		14.0	6.8	17.0	
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	41.0	18.0	17.0	16.0	19.0	14.0	16.0	14.0	15.0	9.0	9.0	10.0	14.0	9.0	8.0	10.0	10.0
** Truncated 90th Percentile	192.0	211.0	187.0	167.0	91.0	152.0	163.0	206.0	72.0	77.0	79.0	73.0	54.0	71.0	74.0	67.0	41.0	44.0	47.0	54.0	32.0	26.0	38.0	41.0

NS = No Sample

SCDES Regulatory Requirements:

Geometric Mean ≤ 14

90th Percentile ≤ 43

** Town staff calculations utilizing SCDES statistics

Note:

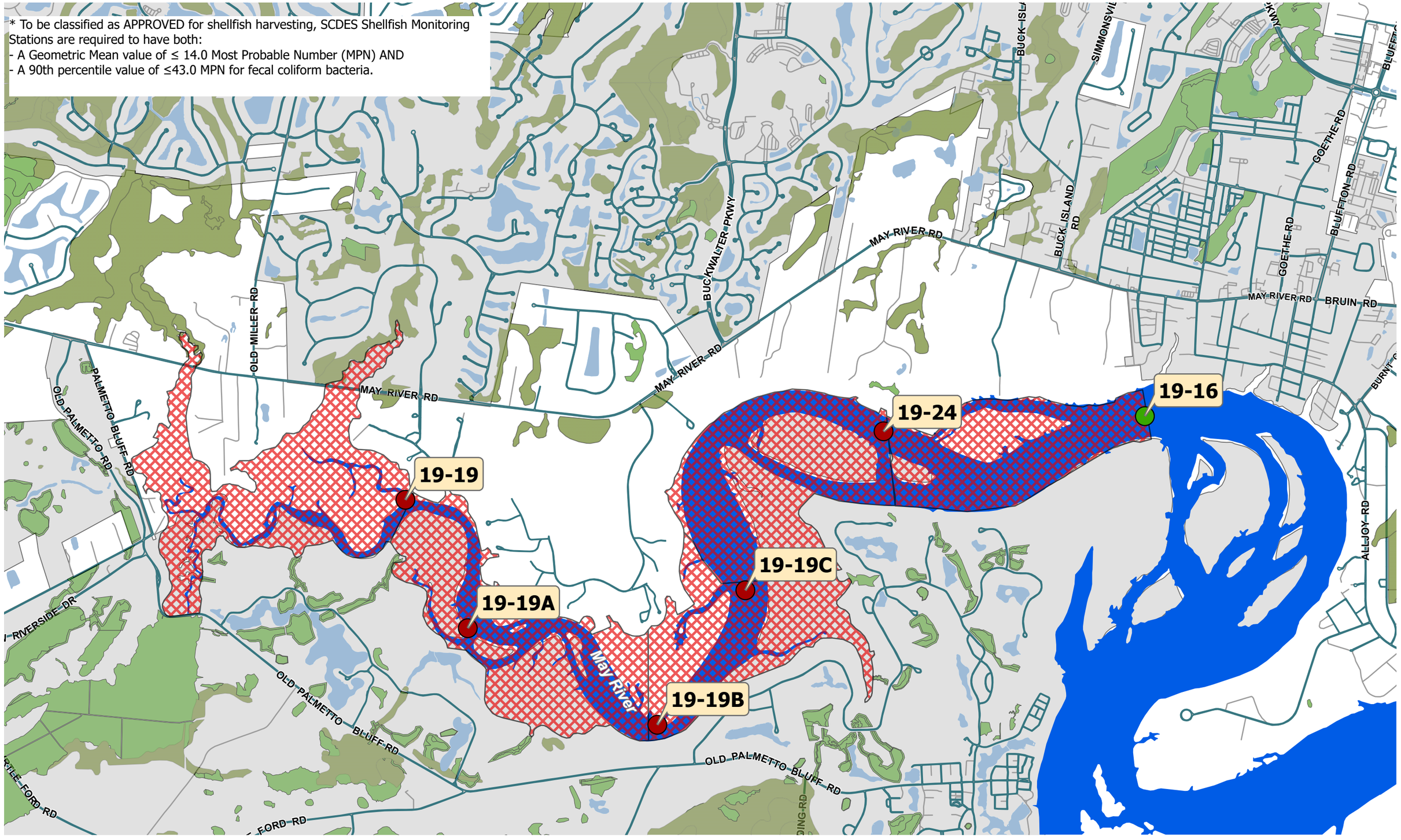
December 2024 ends the data collection period for 2025 shellfish harvesting season.

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.



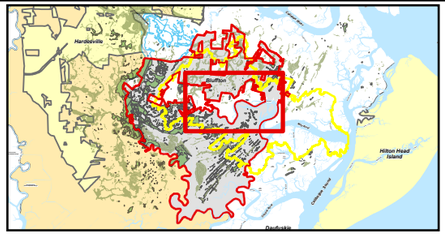
Town Bluffton Jurisdiction
Beaufort County Jurisdiction
Restricted 2025/2026 Shellfish Season
Streets
Water
Wetlands
Open Shellfish Monitoring Station
Closed Shellfish Monitoring Station

SCDES SHELLFISH HARVESTING STATUS

Town of Bluffton

Beaufort County, SC

Date: 9/17/2025 9:28 AM



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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 3.46x1013 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
  - 2.99×1014 FC reduction for the Full SWRv (entire sub-basin drainage area catchment).
  - 2.53×1014 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.
    - 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;

- Purchase of land for increased conservation areas, application of Better Site Design to the approved Master Plan, buffers, undisturbed open space, and natural resource of significance areas, and
- Purchase of development rights.

o FIL payment would be based and equal to a unit of SWRv in cubic feet or designating a conservation area/easement area that protects a qualified natural resource that would otherwise require the same SWRv treatment if developed. The monetary value for a unit of SWRv would be based on the current and typical costs for land as well as associated costs for design, construction, construction management, Town program management, post-construction inspection, and ongoing maintenance of water quality BMPs. The SWRv FIL rate would be found as part of the Town's Master Fee Schedule, under Section VII "Stormwater Management Fees,", allowing for annual review and updates as needed based on the Consumer Price Index (CPI) or based on updated information regarding the cost of water quality BMP construction and maintenance, changes in the construction industry, availability of supplies, etc. If the developer and/or private property owner take responsibility for maintaining the BMP or provide land, then the associated cost for a unit of SWRv could be lessened accordingly.

Item/Description	Fee
Fee-In-Lieu (FIL) For projects with an approved Maximum Extent Practicable (MEP) submittal, the FIL amount is calculated based on an applicant's shortfall, in cubic feet (CF), of the required Stormwater Retention Volume (SWRv).	$151.92/CF of SWRv

- ToB CIP Project Impervious Restoration Program & incentives – Draft document in process.
- ToB SWrv Credit Trading Program - (under evaluation)

4. Other, Related MRWAP Recommendations

Background:

- The Town should incorporate volume reduction BMPs (those that encourage infiltration) within existing and future CIP projects to the maximum extent practical (MEP), especially for project locations with well-drained soils (HSG A or B).

Other, Related MRWAP Recommendations Update:

- Town is in progress of incorporating volume reduction BMPs within existing and future CIP projects to the MEP. Specific projects currently in progress include:

    - Bridge Street Streetscape Project
        - Water quality monitoring has been completed
    - Pritchard Street Drainage Improvement Project
- Obtained approval for proposed improvements with Beaufort County School District and Beaufort County on pool operation impacts.
- Street lighting agreement with Dominion approved.
- IFB posted July 29, 2025. Bids received and bid evaluation complete. Apparent responsive and responsible low bid determined to be Gulf Stream Construction Company, Inc. at $1,943,052,16.
- **Next Steps**
    - Easement acquisition documents have been finalized, and easement acquisitions continue.
    - Finalize permit approvals.
    - Consideration for Town Council Construction Contract Approval anticipated for October TC Meeting.

5. MRWAP Water Quality Program Recommendations Update

Background:

- Section 5.0 of the MRWAP included recommendations for the Town of Bluffton to improve upon their existing monitoring program (concentration and source typing) and flow.

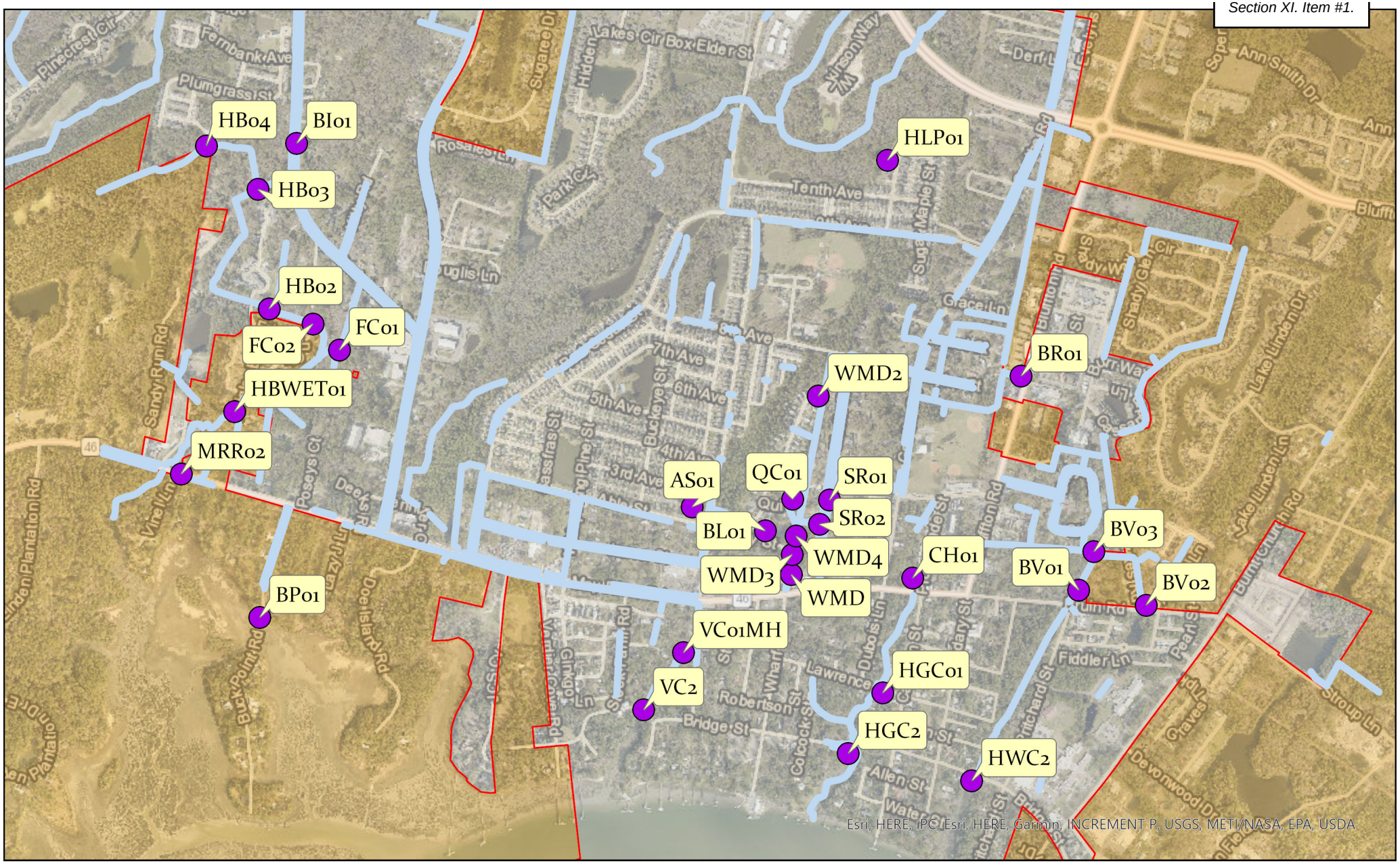
MRWAP Water Quality Program Recommendations Update:

- 5.1.1 In-House Microbial Source Tracking:
    - Staff have collaborated with Dr. Tye Pettay and the USCB Microbial Source Tracking (MST) Laboratory to develop new markers for tracking fecal contamination in the May River Watershed. The primary goal is to identify the sources of bacteria and establish effective mitigation plans. The human genetic marker remains the main focus of the Town's MST sampling program, as it poses the greatest risk to human health.
    - With the introduction of the new MST markers, Town staff have initiated a targeted MST sampling program, starting with the Crooked Cove subwatershed. The Town has now expanded this program into the Heyward, Huger, and Verdier Cove subwatersheds. The MST Program examines multiple potential sources of contamination, including human, dog, deer, horse, and bird waste. Staff are collecting samples during five (5) wet weather events and five (5) dry weather events to characterize each subwatershed.
    - All five (5) dry weather events have been completed for these subwatersheds, leaving only the wet weather events to be collected. Staff will now 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. A project kickoff meeting was held in September.
    - The Town has Fiscal Year 2026 (FY26) funding for this work.

			Summary of All Targeted Microbial Source Tracking Marker Results To-Date									
			Human		Dog		Bird		Deer		Horse	
Sub-basin	Sampling Location	Location Description	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%



Town of Bluffton
Targeted MST Sampling Locations

Legend

Targeted MST Sampling Locations

- Targeted MST Sampling Locations

Drainage Channels

Jurisdiction

- BEAUFORT COUNTY
- BLUFFTON

TOWN OF BLUFFTON
MAY RIVER WATERSHED ACTION PLAN ADVISORY COMMITTEE
2025 Meeting Schedule

QUARTERLY MEETING DATES
January 23, 2025
April 24, 2025
July 24, 2025
October 23, 2025

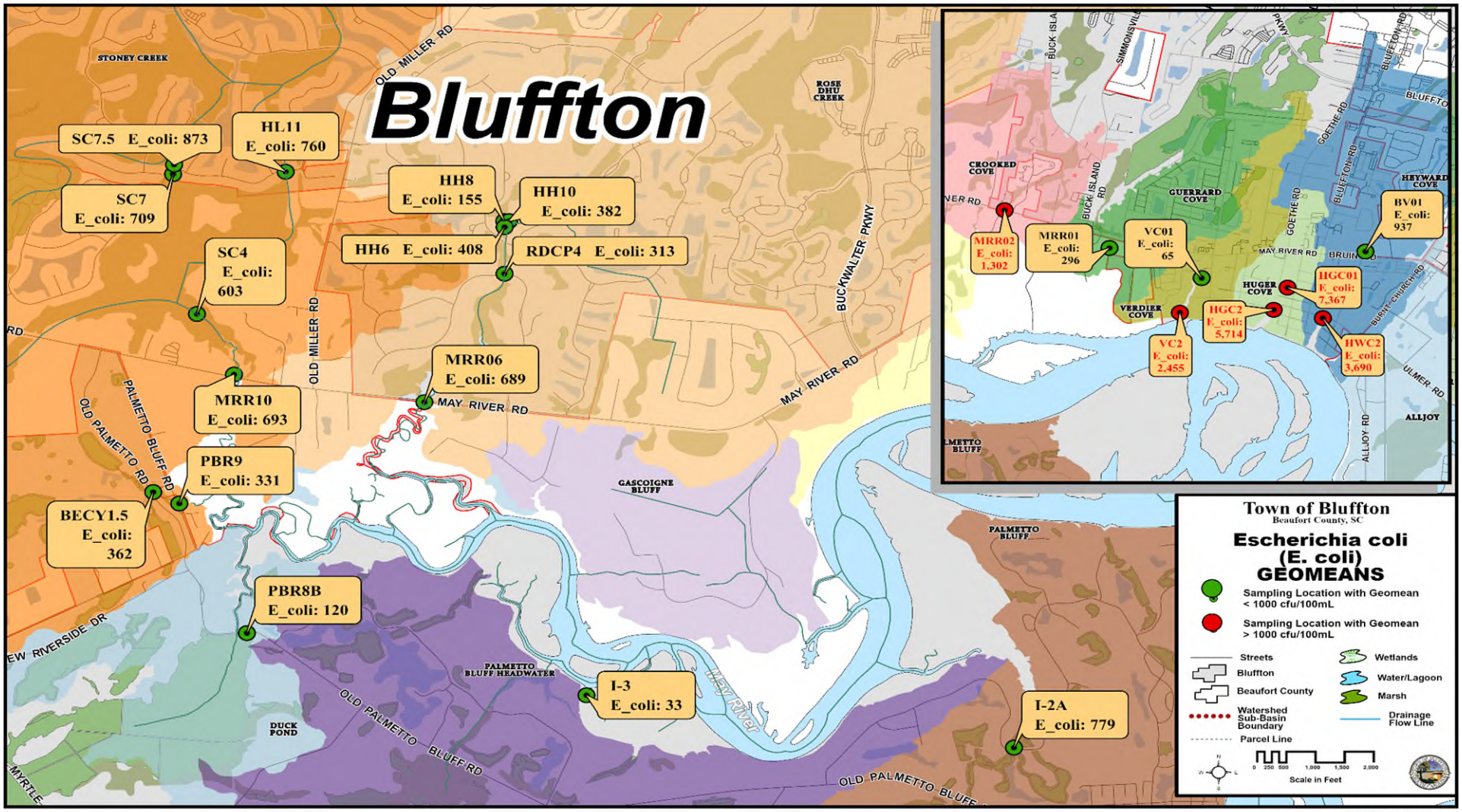
REGULAR MEETINGS ARE HELD THE 4th THURSDAY OF THE MONTH AT 3:00 P.M.

Please Note:

Meetings will be held on scheduled meeting dates unless otherwise advertised with FOIA compliance.

APPROVED

MS4 Minimum Control Measure #3 – IDDE:
E. coli Concentrations Trend Map

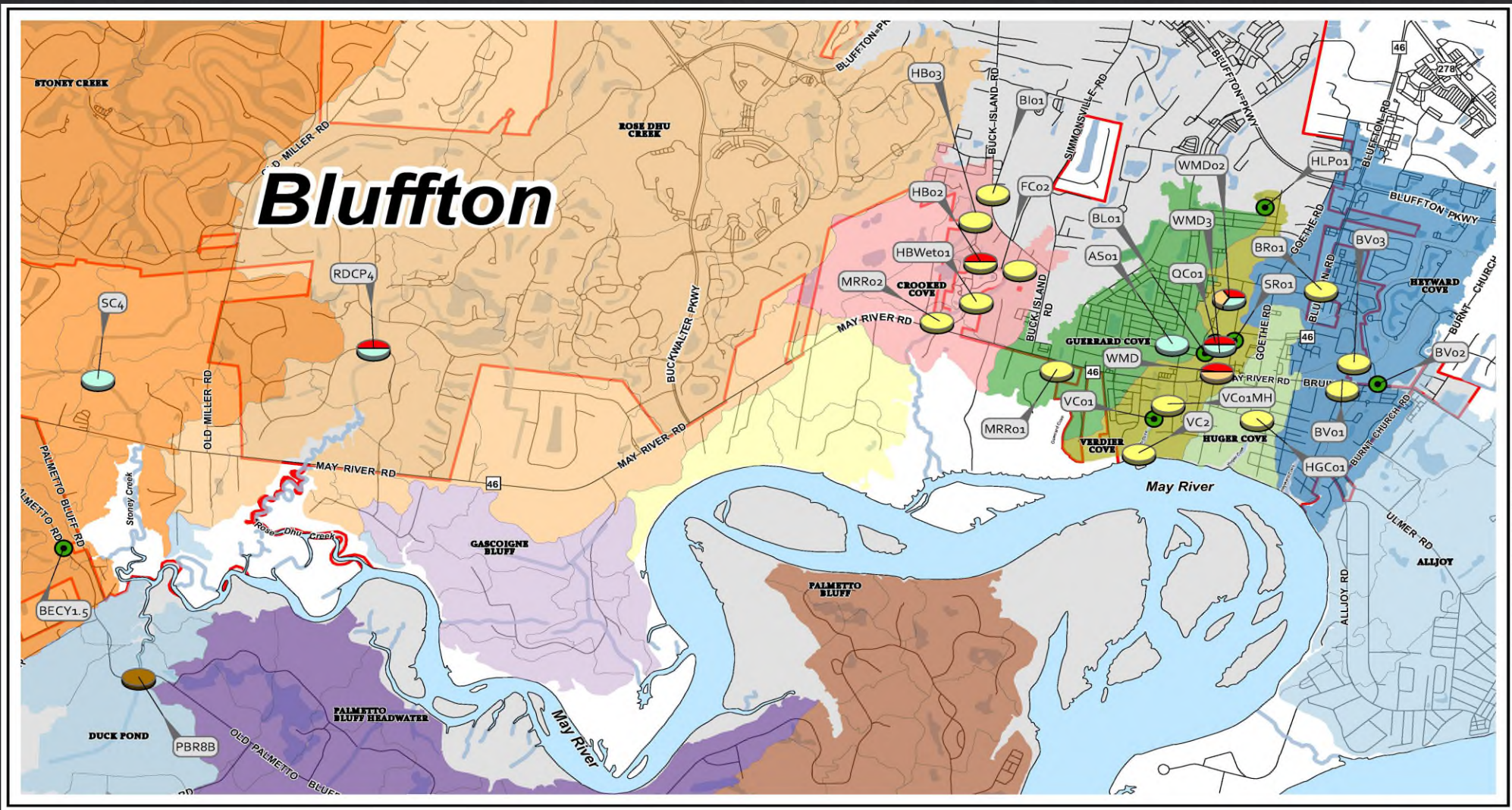


E coliform geomeans updated as of: 9/22/2025

	USCB Water Quality Samples	Microbial Source Tracking Samples	MS4 Quarterly Samples Collected
FY 2026 YTD Totals	1,046	161	9

Totals include only samples submitted for laboratory analysis, and not *in sit*[illegible]s.

MS4 Minimum Control Measure #3 – IDDE: Microbial Source Tracking (MST) Map – By Markers Sources



MST Detection

- Human
- Bird
- Deer
- Dog
- Horse
- MST Sampling Location Without Detection

- May River Watershed
- Town Jurisdiction
- Beaufort County

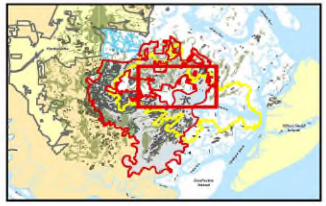
May River Subwatersheds

1 Alljoy
2 Heyward Cove
3 Huger Cove
4 Guerrard Cove
5 Crooked Cove
6 Verdier Cove
7 Rose Dhu Creek
8 Stoney Creek
9 Gascoigne Bluff
11 Palmetto Bluff Headwater
12 Unnamed
13 Palmetto Bluff
14 Duck Pond

MICROBIAL SOURCE TRACKING (MST) LOCATIONS

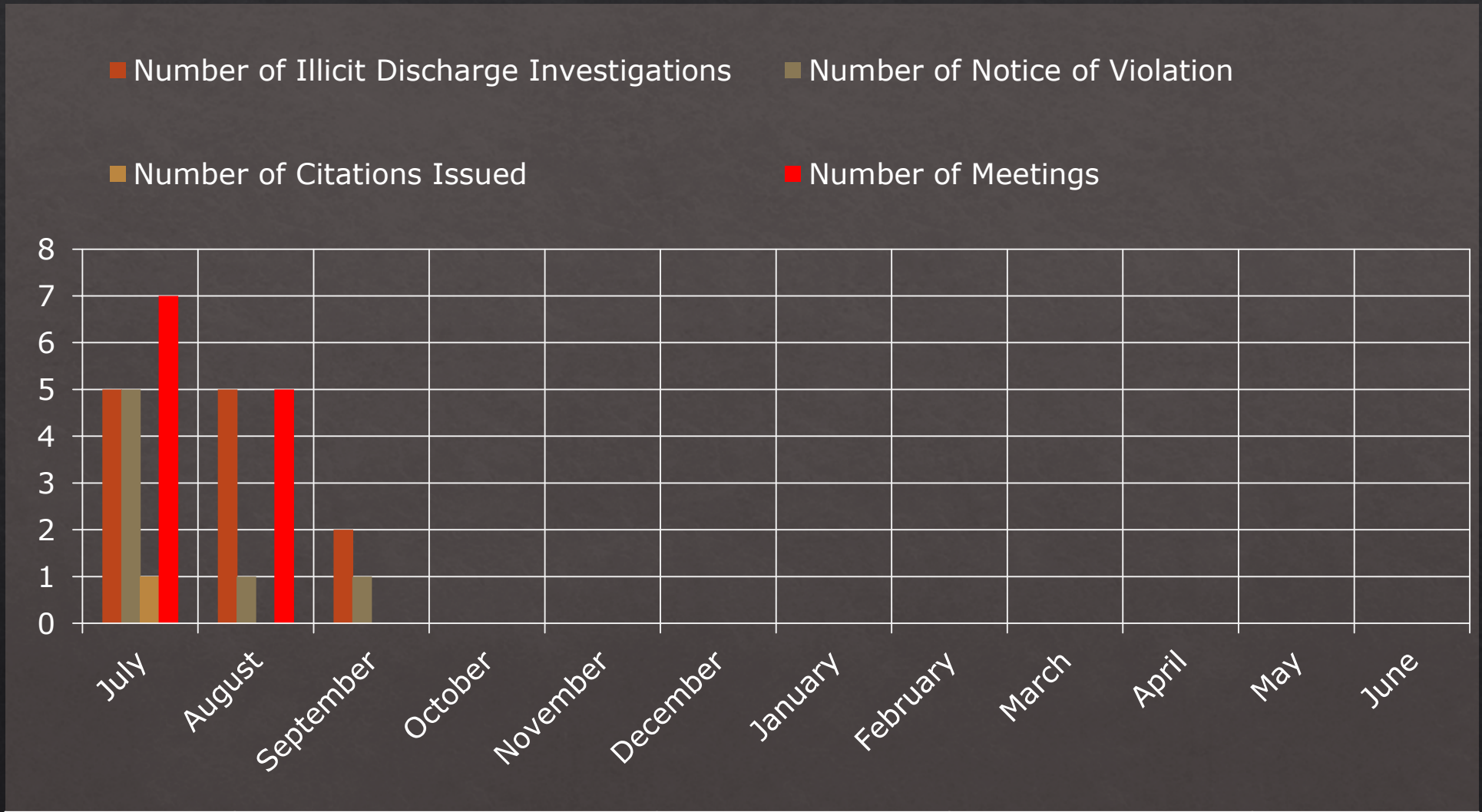
Current Sampling Results

Town of Bluffton
Beaufort County, SC



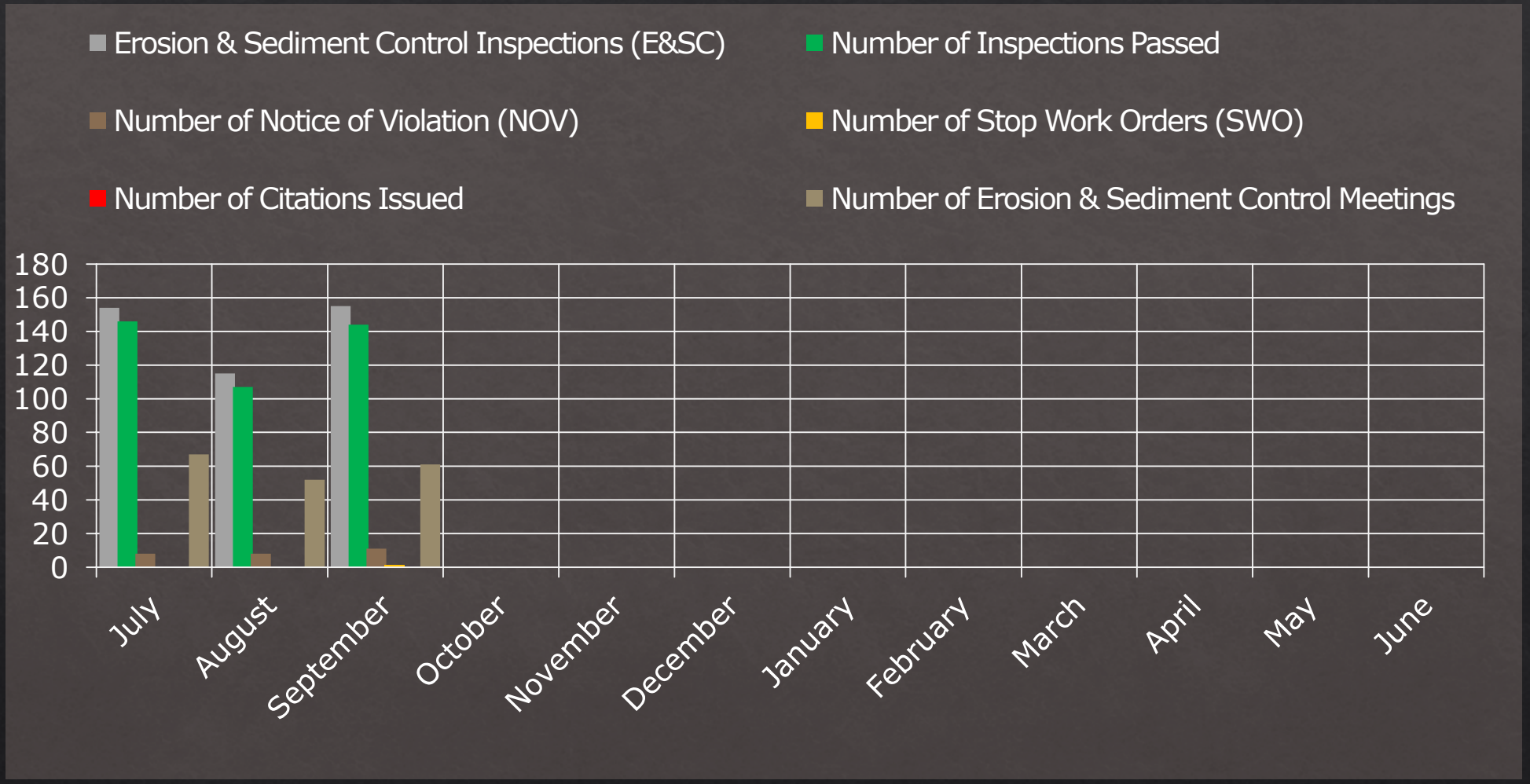
N

MS4 Minimum Control Measure #3 – IDDE: Illicit Discharge Investigations



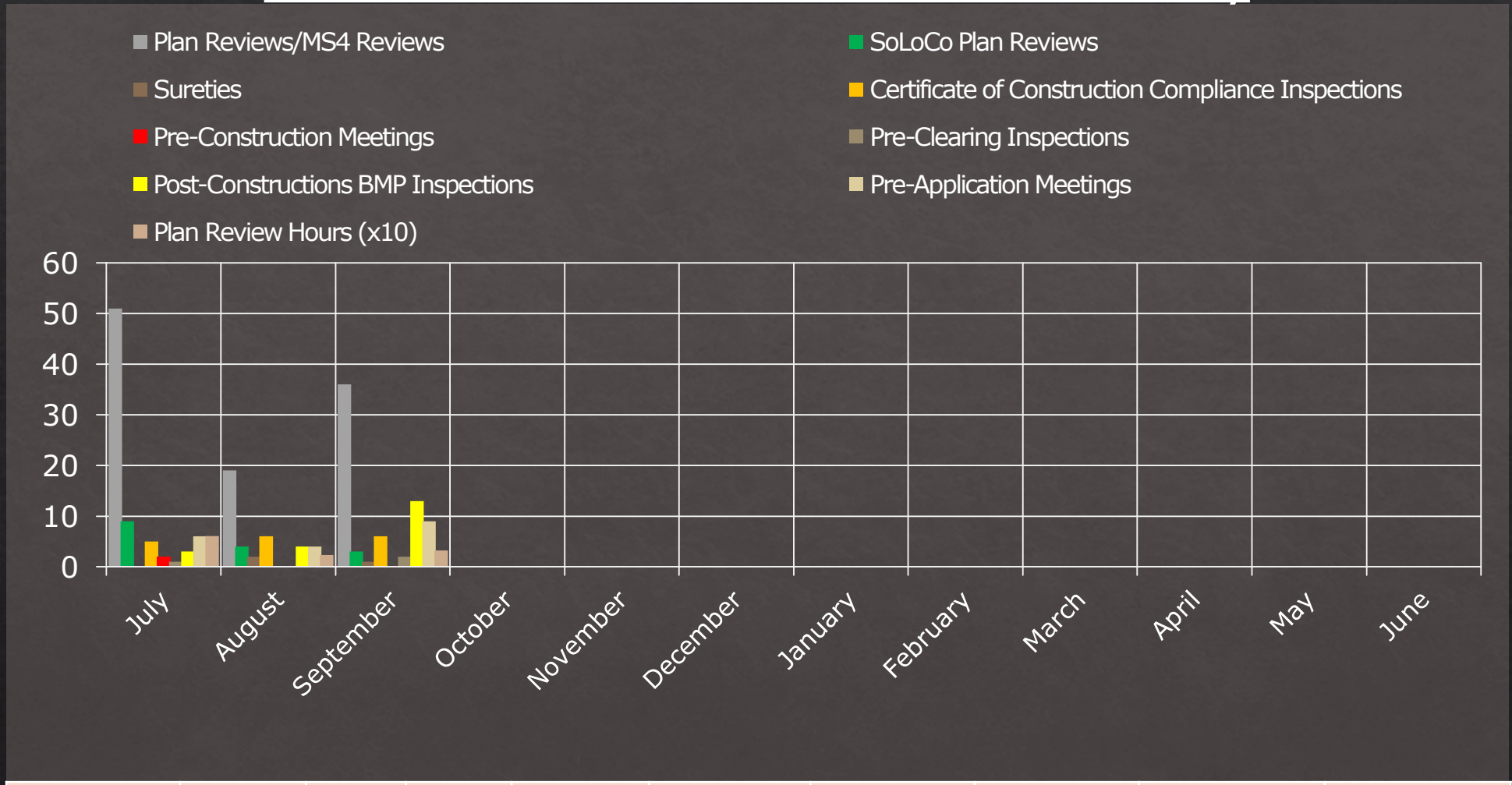
	Number of Illicit Discharge Investigations	Number of Notices of Violation Issued	Number of Citations Issued	Number of Meetings
FY 2026 YTD Totals	10	6	1	12

MS4 Minimum Control Measure #4 - Construction Site Stormwater Runoff Control



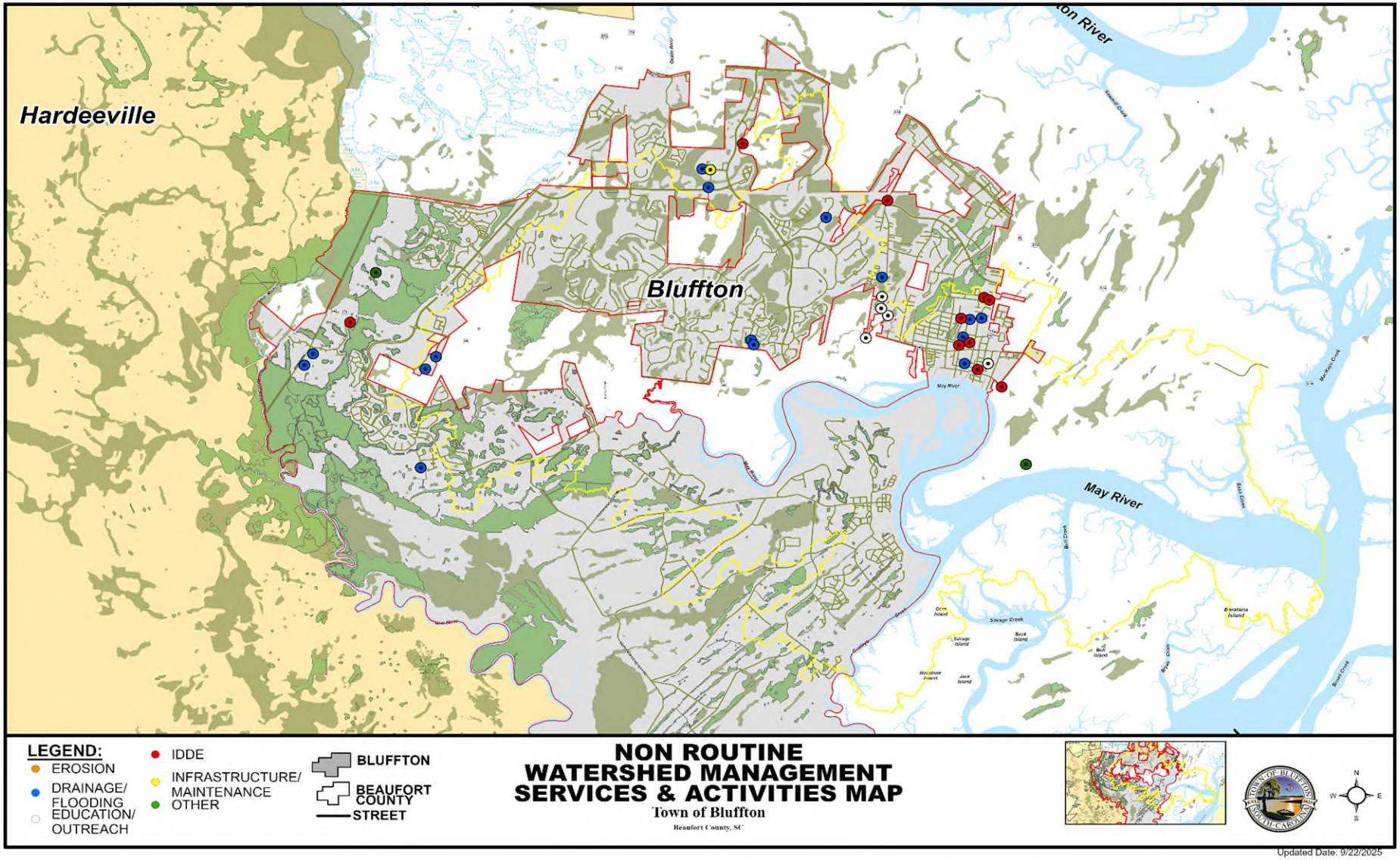
	Number of Sediment & Erosion Control Inspections	Number of Inspections Passed	Number of NOVs Issued	Number of SWO Issued	Number of Citations Issued	Number of E&SC Meetings
FY 2026 YTD Totals	424	397	27	1	0	180

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	106	3	3	17	2	3	20	19	116 Hrs.

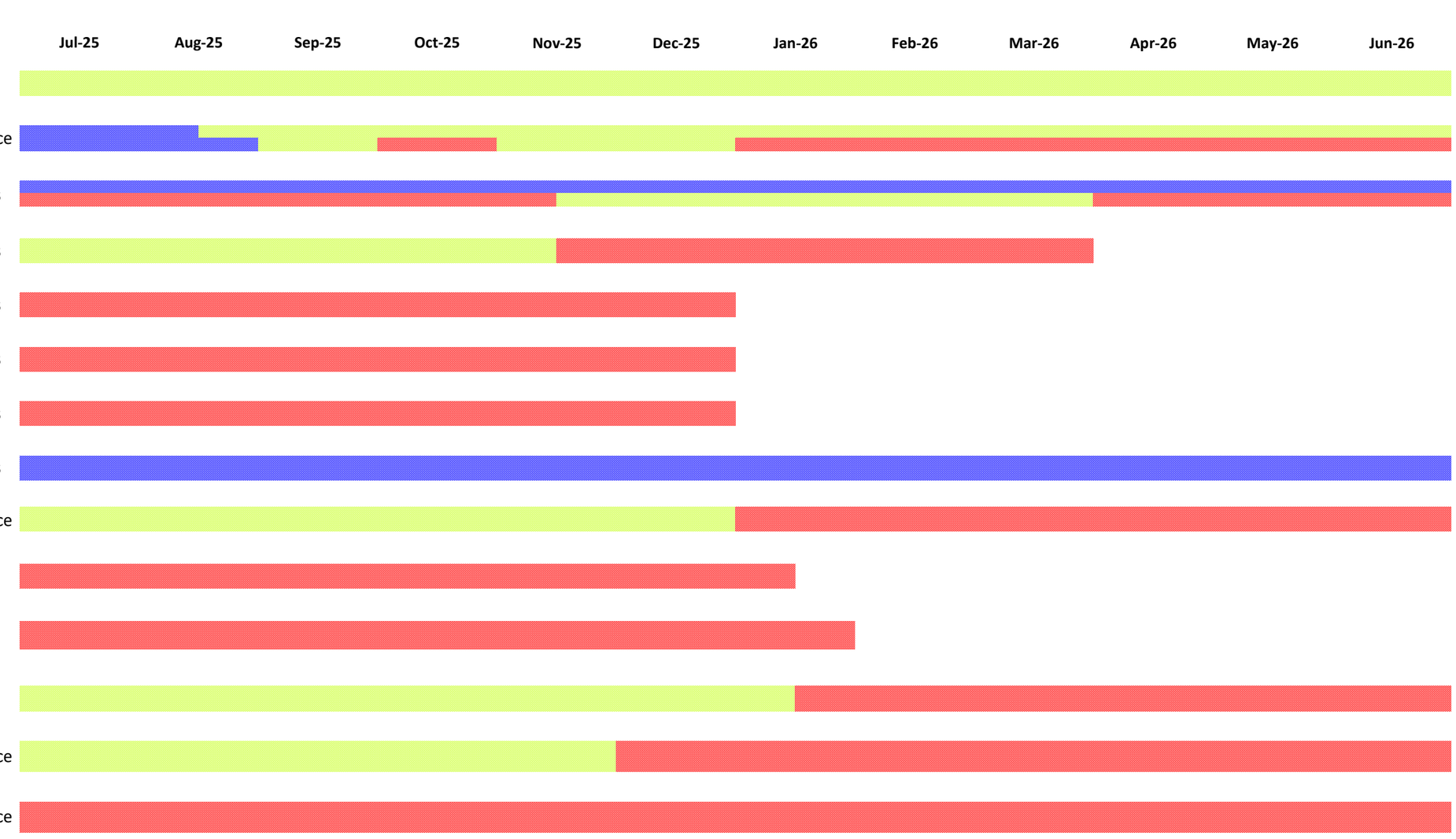
Citizen Request for Watershed Mngt. Services & Activities Map



	Number of Citizen Requests Investigated	Number of Meetings
FY 2026 YTD Totals	42	20

FY26
CIP Master Project Schedule

Project Name		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.

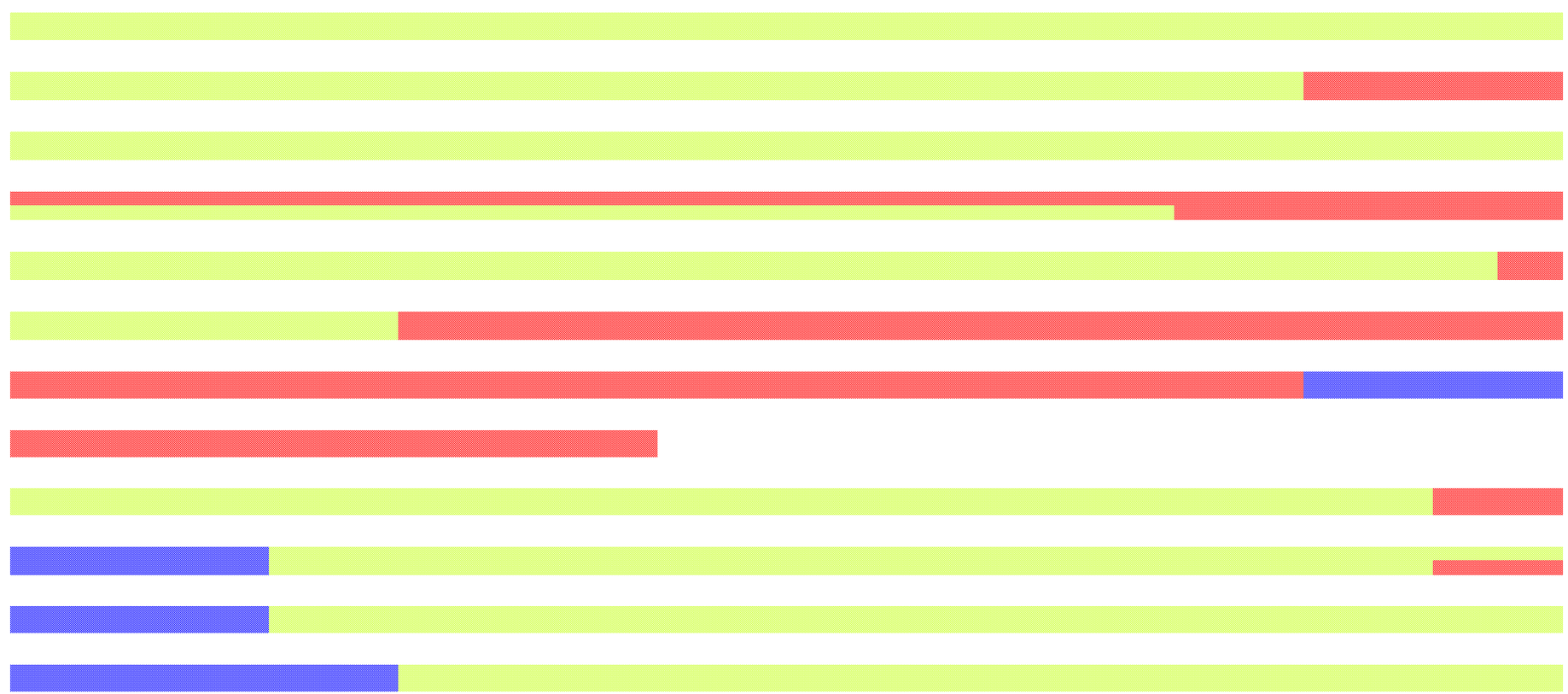
***Design includes conceptual, preliminary and final design, construction documents, permitting, easement acquisition and bidding.*

****Construction includes contracts, geotechnical reports, all horizontal and vertical construction, construction administration, as-builts and final closeout.*

SUBJECT TO CHANGE

FY26
CIP Master Project Schedule

Project Name		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	Jul-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/Simmonsville Neighborhood Park	Pat	Mar-27
Watershed & Public Services Building Renovation	Mark	Jun-28



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****Construction includes contracts, geotechnical reports, all horizontal and vertical construction, construction administration, as-builts and final closeout.*

SUBJECT TO CHANGE

TOWN COUNCIL STAFF

REPORT
Public Services Department

MEETING DATE:	October 14, 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

- Assembled and installed hutch at Stormwater Building
- Removed dead tree on Dubois Lane that lost limbs on residents' fence
- Refastened water and powerlines under Calhoun St dock
- Completed HVAC repairs at Garvin Garvey House
- Uncovered and located leak at Public Services Bldg.
- Started building exterior structure for Public Services Ice Machine
- Repaired restroom stall door Oyster Factory Park
- Repaired dog water bowl station at Martin Family Park
- Replaced A/C in LEC shed
- Repaired and lubed & oiled LEC automatic gates
- Replaced light in shower at LEC
- Finished clearing access path on Town Owned property behind Bluffton Park Town Houses off Sugar Maple Street and Sugar Maple Lane
- Disposed of old evidence bicycles from LEC
- Removed banners throughout Old Town
- Installed picture hanging system at Squire Pope
- Installed new flag lanyards & flags at the three LEC flag poles
- Repaired toilet at Watershed
- New event tent assembled
- Pictures hung in Squire Pope-Welcome Center
- Quarterly HVAC preventative maintenance at Town Hall, LEC, DRCI, Substation & Stormwater
- Removed tree at Town property owned between Goethe Rd & Townhouses on Sugar Maple
- Fabricated mounting solution for Weather station
- Repaired play equipment at Buckwalter Place Park Playground
- Repaired concrete curb and inlet at Buckwalter Place
- Added stone and graded RCC parking lot
- Removed US flags from May River Rd. Ordered replacements for next season
- Installed weather station at New Riverside Barn Park
- Repaired toilet at Watershed
- Tested and labeled electric receptacles at Veterans Park
- Repaired roller-slide at Buckwalter Place Park
- Generator quarterly preventative maintenance LEC, Town Hall & Public Services
- Replaced faucet at LEC
- Started touch up paint on Christmas decorations
- Installed banners for AME Church event
- Cut field and perimeter at Eagles Field for DJ's Day of Giving
- Trimmed trees along Boundary Street for AME Church celebration
- Worked on relocation of Ice Maker at Public Services
- Worked on erosion control by creek at Lawrence St

- Changed ballast & bulbs at police substation
- Mounted soap & paper towel dispensers at welcome center
- HVAC PM at Garvin Garvey, Welcome Center, DRCI & Public Services
- Fence repairs at Oyster Factory Park and corner of Pritchard & Bruin
- Installed fence and bollards along creek at Lawrence St
- Treated Sub Station storage for insects
- Purchased and picked up 4 large lite Nutcrackers for Christmas decorations
- Repaired railing at stair to parking lot on Mellichamp Dr
- Worked on vented enclosure for ice machine at Public Services
- Replace yield sign at Mellichamp
- Bulbs at Rotary Center
- Bulbs at LEC
- Secured electric cables running up oak at Oyster Factory
- Added stone and graded Lawrence Street
- Installed Jasmine at median entrance at Buckwalter Place Park
- Checking all irrigation at Town Flower pots and flower beds
- Prepped & fueled all equipment for pending storm landfall
- Started fabricating brackets(50) to hang garland and wreaths at New Riverside Barn perimeter fence

5. PREPPING FOR SPECIAL AND CIVIC EVENTS

- Set-up & support for following events:
    - Farmers Market- Martin Family Park
    - Oyster Factory Park for Reggae Pon De River event
    - Roots & Rivers Festival – Oyster Factory Park
    - 9/11 Ceremony @ Buckwalter Place Veterans Memorial Park
    - Taste of Bluffton Food Truck Edition -Buckwalter Place Park
    - River Sweep Oyster Factory Park
    - Coastal Conservation Association Fundraiser (Martin Family Park)
    - Blufftember Fest Sunset Party (Oyster Factory Park)

Equipment Maintenance & Repair

- Finished repairs on Toyota Tundra
- Replaced top link on Mahindra Tractor
- Replaced Battery on Kubota 60” mower
- Lubed chain & rollers on Public Services gate
- New tire on landscape trailer
- Rewired switch on stand-up blower
- Repaired deck on Exmark mower
- Repaired Stihl trimmer
- Welded and repaired deck and pully on Exmark mower
- Finished installation of storage system in new van
- Installed new muffler & bracket in Kubota UTV
- Rebuilt carburetor in push motor

- Repaired hedge trimmer
- Replaced tires on Kubota UTV
- Repaired oil leak on Hurricane Blower
- Rebuilt carburetor in push motor
- Adjusted valves & replaced valve cover gasket on Stand-up Blower

6. Training

- Staff completed weekly training topics

7. BEAUTIFICATION COMMITTEE

- **Agenda & Minutes Attached**

8. ATTACHMENTS

- **Public Services Monthly Cost Report** – (Below)

Public Services Monthly Cost Reports – August 2025 *(Cost Includes Labor and Equipment)*

ASSETS AND EVENTS	COST
FACILITIES	$5,120.00
PARKS	$23,808.00
ROADS AND TRAILS	$10,743.00
SPECIAL EVENTS	$1300.00

Director's Report – Don Ryan Center for Innovation (DRCI)

September 2025

Overview:

September was a month of continued momentum for the Don Ryan Center for Innovation, marked by expanded AI integration, strategic grant development, and the addition of new program companies. Highlights included the submission of the Relentless Challenge Grant Pre-Application, delivery of several high-impact presentations, further progress in the Furman University Strategic AI Program, and enhanced mentor engagement. Community visibility and partnership-building were also at the forefront as the team advanced its goals to foster innovation and economic growth in Bluffton and beyond.

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**
- **New – Diversity Nursing Academy (Hardeeville)**

GROWTH Companies:

Supporting established businesses in their expansion efforts remains a priority for DRCI.

- **Bluffton Electric**
- **Delta Roofing**
- **Nexus Business Technology**

THRIVE Companies

Ongoing long-term work with established Growth companies

- **Universal Bookkeeper**
- **Beachside Tire**
- **Noble Hearts Human Resources**
- **HardeeGreens**

Mentor Program

Mentorship Network:

- Mentor Handbook update completed and distributed
- Mentor Working Lunch held to review program structure and plan for 2026
- Mentor teams established for incoming STARTUPs
- Ongoing outreach and engagement to strengthen mentor network

Economic Development Update

- Completed the **economic development package** for *Spartina 449*
- Held tenant coordination meeting regarding *Unit 103* at The COVE
- Supported EDIP communications and content planning

Operations, Events and Meetings:

- Relentless Challenge Grant Pre-Application submitted after prep and webinar participation

Presented at:

- GBCC “Get to Know Your Chamber”
- United Way – AI for Nonprofits
- Beaufort Digital Corridor – AI Ethics & Privacy

Attended:

- GBCC Coffee & Connections
- GBCC After Hours

- HHI–Bluffton Chamber Conversations & Cocktails
- Old Moreland Dental Grand Opening
- Town Council Meeting – Bylaw changes approved

Hosted:

- DRCI Mentor Lunch – Planning 2026
- OneBlood Bus Blood Drive at The HUB
- Military & Business Alliance Meeting supporting veterans and military families in workforce transition

Technology and Innovation

- Built new internal-use agents:
    - Bluffton Code Buddy – AI support tool for code-related inquiries
    - Grant Summary Generator – AI tool for summarizing applications for internal records
    - Economic Development Report Agent – Supports staff report, ordinance, and motion creation
- Delivered internal AI Update Presentation to senior staff
- Participated in AI product refinement with *Madison AI* – call and proposal review
- Continued strategic work on second-gen internal AI tools
- AI integration tied closely to operations, programs, and marketing automation

Education and Professional Development

- Continued coursework in Furman University's Strategic AI Program
    - Completed Module 1
- Participated in Relentless Challenge Grant webinar
- Held exploratory conversations about additional AI programs in partnership with:
    - *Furman University*
    - *Zschool*

Partnerships

Key Collaborations:

- **Hardeeville:** Diversity Nursing starting the Hardeeville STARTUP program end of this month. Attended their Ribbon Cutting ceremony. Scheduled regular quarterly updates with Hardeeville City Manager Josh Gruber
- **BlacQuity:** Classes held Wednesday night at The HUB
- **Beaufort County Economic Development Corporation:** Ongoing collaboration on multiple impactful projects including collaboration. Attended board meeting.

- **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
- **Hilton Head – Bluffton Chamber:** Attended several ribbon cuttings and networking events
- **Hispanic Business Association of the Lowcountry:** Ongoing membership, Met with Alex to discuss space at the COVE and potential tenants for the first floor. Registered for the Connecta Business Expo in October
- **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
- **United Way**: Engaged through AI presentation and follow-up conversations
- **Military & Business Alliance**: Hosted and attended. Goal is for regional support for veteran and military family integration through entrepreneurship and workforce development

GROWTH MANAGEMENT UPDATE

October 14, 2025

1. **Town Council Appointed Boards/Commissions/Committees/Citizen Group Meetings:**

   a. **Planning Commission:** September 24, 2025, meeting agenda attached. Next meeting scheduled for Wednesday, October 22, 2025.

   b. **Historic Preservation Commission:** September 3, 2025, meeting agenda attached. Next meeting scheduled for Wednesday, October 1, 2025.

   c. **Board of Zoning Appeals:** September 2, 2025, cancellation notice attached. Next meeting scheduled for Tuesday, October 7, 2025.

   d. **Development Review Committee:** September 3, 10, 17 & 24, 2025, meeting agendas attached. Next meeting scheduled for Wednesday, October 1, 2025.

   e. **Historic Preservation Review Committee:** September 9 & 29, 2025, meeting agenda attached. September 2, 15 & 22, 2025 cancellation notices attached. Next meeting scheduled for Monday, October 6, 2025.

   f. **Construction Board of Adjustment and Appeals:** September 23, 2025, cancellation notice attached. Next meeting scheduled for Tuesday, October 28, 2025.

   g. **Affordable Housing Committee:** September 4, 2025, cancellation notice attached. Next meeting scheduled for Thursday, October 2, 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.

   Thirteen homes have received home repairs at a total of $106,270. These repairs consist of roofing, flooring, decks and plumbing. One home has received tree services for $761.
   A total of $107,031 has been paid to date.

   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 September 24, 2025.
2. Historic Preservation Commission meeting agenda notice for September 3, 2025.
3. Board of Zoning Appeals cancellation notice for September 2, 2025.
4. Development Review Committee meeting agendas for September 3, 10, 17 & 24, 2025.
5. Historic Preservation Review Committee meeting agenda for September 9 & 29, 2025. Cancellation notices for September 2, 15 & 22, 2025.
6. Construction Board of Adjustments and Appeals cancellation notice for September 23, 2025.
7. Affordable Housing Committee meeting agenda for September 4, 2025.
8. Building Permits and Planning Applications:

    a. Building Permits Issued FY 2019-2026 (to September 19, 2025).
    b. Building Permits Issued Per Month FY 2019-2026 (to September 19, 2025).
    c. Value of Construction FY 2019-2026 (to September 19, 2025).
    d. New Single Family Residential Building Permits Issued Per Month FY 2019-2026 (to September 19, 2025).
    e. New Single Family Residential Building Permits Issued by Neighborhood FY 2019-2026 (to September 19, 2025).
    f. New Single-Family Certificates of Occupancy Issued by Neighborhood FY 2019-2026 (to September 19, 2025).
    g. New Commercial Construction/Additions Heated Square Footage FY 2019-2026 (to September 19, 2025).
    h. Planning and Community Development Applications Approved FY 2019-2026 (to September 19, 2025).
    i. Multi Family Apartments Value FY 2019-2026 (to September 19, 2025).
    j. Multi Family Apartments Square Footage FY 2019-2026 (to September 19, 2025).
    k. Multi Family Apartments Total Units FY 2019-2026 (to September 19, 2025).

9. Planning Active Application Report

Planning Commission Meeting

Wednesday, September 24, 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. August 27, 2025 Minutes

V. PUBLIC COMMENT

VI. OLD BUSINESS

1. **67-69 Green Street (Development Plan):** A request by Nathan Sturre of Sturre Engineering, on behalf of Olympia Rymko for approval of a Preliminary Development Plan application. The project consists of two (2) mixed use buildings 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. (DP-01-25-019535) (Staff - Dan Frazier)

VII. NEW BUSINESS

VIII. DISCUSSION

1. **Carport UDO Amendments (WORKSHOP - NO ACTION):** Discussion, Consideration and Direction on Potential Amendments to the Town of Bluffton Code of Ordinances, Chapter 23, Unified Development Ordinance, Article 5 – Design Standards - Accessory Buildings (Staff - Angie Castrillon)

IX. ADJOURNMENT

NEXT MEETING DATE: Wednesday, October 22, 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.

Historic Preservation Commission Meeting

Wednesday, September 03, 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. August 6, 2025 Minutes

V. PUBLIC COMMENT

VI. PRESENTATIONS

1. Discussion of Town of Bluffton Historic Resource Survey Update and Presentation by Stantec, Inc. (Staff - Glen Umberger)

VII. OLD BUSINESS

1. **27 Bridge Street:** A request by Jason Broene (Court Atkins Architects), Applicant, on behalf of Mike Nerhus and Jessical Foley, Owners, for approval of a Certificate of Appropriateness-HD to amend an approved COFA-HD to allow the installed brick foundation to remain for the house under construction at 27 Bridge Street in OId Town Bluffton Historic District, and zoned Neighborhood Conservation-HD. (COFA-05-25-011989) (Staff - Charlotte Moore)
2. **34 Thomas Heyward Street:** A request by Jason Alexander, Applicant and Property Owner, for review of a Certificate of Appropriateness-Historic District (Demolition), to allow the demolition of an existing house located at 34 Thomas Heyward Street (Parcel R610 039 00A 0023 0000) in the Old Town Bluffton Historic District. The house, known as the Nellie and Leroy Brown Cottage, is a Contributing Resource to the Old Town Bluffton Historic District and

is zoned Neighborhood Conservation-Historic District (NCV-HD). (COFA-04-25-019719) (Staff-Glen Umberger)

VIII. NEW BUSINESS

1. **215 Goethe Road:** A request by Phil Madhere, Applicant, on behalf of Miguel Loarca (Leonex Construction Group), Owner, for approval of a Certificate of Appropriateness-HD 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, Lot 7. The property is within the Old Town Historic District and is zoned Neighborhood Core-Historic District (NC-HD). (COFA-04-25-019686) (Staff -Charlotte Moore)

IX. DISCUSSION

1. **Carport UDO Amendments (WORKSHOP - NO ACTION):** Discussion, Consideration and Direction on Potential Amendments to the Town of Bluffton Code of Ordinances, Chapter 23, Unified Development Ordinance, Article 5 – Design Standards - Accessory Buildings (Staff - Angie Castrillon)
2. Historic District Monthly Update. (Staff)

X. ADJOURNMENT

NEXT MEETING DATE: Wednesday, October 1, 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.

PUBLIC NOTICE

The Board of Zoning Appeals (BZA)
Meeting scheduled for

Tuesday, September 2, 2025 at 6:00 p.m.

Has been CANCELED
due to a lack of agenda items.

The next meeting is scheduled for Tuesday, October 7, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

Development Review Committee Meeting

Wednesday, September 03, 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. **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 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)
2. **The Bluffton Bookshop (Development Plan):** A request by Jonathan Marsh of Witmer Jones Keefer, Ltd., on behalf of property owners Jamie and Allyn Oliver for approval of a Final Development Plan application. The project consists of the renovation of the existing 1,769 SF residential structure into a proposed bookstore and icery with associated parking and infrastructure. The property is zoned Neighborhood Conservation - Historic District and consists of approximately 0.3 acres identified by tax map number R610 039 00A 0324 0000 and located at 89 Bridge Street in Old Town Bluffton Historic District. (DP-04-25-019712) (Staff - Dan Frazier)
3. **Palmetto Bluff Block M7 (Development Plan):** A request by Drew Lonker of Thomas & Hutton, on behalf of Palmetto Bluff Uplands, LLC for approval of a Final Development Plan application. The project consists of general clearing, installation of water and sewer utilities, a sanitary sewer pump station, dry utilities, storm drainage infrastructure and an asphalt roadway to serve the proposed 13 single-family residential lots. The property consists of approximately

27.35 acres identified by tax map number R614 057 000 0217 0000 located within the Palmetto Bluff Planned Unit Development (PUD). (DP-07-24-019259) (Staff - Dan Frazier)

4. **Palmetto Bluff Block M7 (Subdivision):** 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. 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. (SUB-07-25-019867) (Staff - Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, September 10, 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.

Development Review Committee Meeting

Wednesday, September 10, 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. **15 & 19 Jason Street (Subdivision):** A request by Daniel Keefer of Witmer Jones Keefer, Ltd., on behalf of ERB Enterprises LLC, for the approval of a Subdivision application. The project consists of the subdivision of two existing parcels, identified by R610 039 000 0094 000 and R610 039 000 0107 0000, into a total of four individual residential lots. The property is zoned Residential General and consists of approximately 1.242 acres located north of May River Road west of Pin Oak Street. (SUB-08-25-019876) (Staff - Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, September 17, 2025

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Public comment is limited to 3 minutes per speaker.

Development Review Committee Meeting

Wednesday, September 17, 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. **Midpoint at New Riverside Phase 2A & 3A (Subdivision):** 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. (SUB-08-25-019893) (Staff – Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, September 24, 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.

Development Review Committee Meeting

Wednesday, September 24, 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. **Alston Park - Phase 3 (Development Plan):** 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. (DP-08-25-019903) (Staff – Dan Frazier)
2. **Bridge Street Streetscape Phase 2-3 (Public Project):** 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 Historic District. (DP-11-24-019435) (Staff - Dan Frazier)
3. **Encompass Health Bluffton Bed Addition (Development Plan Amendment):** A request by Thomas Boyle of Encompass Health for approval of a development plan amendment application. The project consists of the addition to the existing rehabilitation hospital 12-bed expansion/dialysis suite and therapy expansion. The property is zoned Village at Verdier PUD and consists of approximately 5.92 acres identified by tax map number R610 021 000 0649 0000 located at 107 Seagrass Station Road. (DP-12-16-010401) (Staff - Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, October 1, 2025

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Public comment is limited to 3 minutes per speaker.

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)
Meeting scheduled for

Tuesday, September 2, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for Monday, September 8, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

Historic Preservation Review Committee Meeting

Tuesday, September 09, 2025 at 3:30 PM

Theodore D. Washington Municipal Building, Orlando Conference Room, 20 Bridge Street, Bluffton, SC

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

VI. DISCUSSION

1. **106 Bridge Street:** A request by Ansley Manuel, Manuel Studio (Applicant), on behalf of Jeffrey Zehel (Owner), to obtain confirmation from HPRC that the conditions for the Certificate of Appropriateness-HD approved by the Historic Preservation Commission at its August 6, 2025 meeting have been satisfied. The Owner seeks to construct a 1-story single-family house of approximately 2,130 SF and a 2-story Carriage House of approximately 1,161 SF at 106 Bridge Street in OId Town Bluffton Historic District, and zoned Neighborhood General-HD. (COFA-03-25-019626) (Staff - Charlotte Moore)

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, September 15, 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.

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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, September 15, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for Monday, September 22, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)
Meeting scheduled for

Monday, September 22, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for Monday, September 29, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

Historic Preservation Review Committee Meeting

Monday, September 29, 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. **28 Wharf Street:** 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 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). (COFA-08-25-019913) (Staff-Charlotte Moore)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, October 6, 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 Construction Board of Adjustments and Appeals (CBAA)
Meeting scheduled for

Tuesday, September 23, 2025, at 6:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Tuesday, October 28, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

Affordable Housing Committee Meeting

Thursday, September 04, 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. July 10, 2025

IV. PUBLIC COMMENT

V. OLD BUSINESS

VI. NEW BUSINESS

1. FY26 Neighborhood Assistance Budget Update

VII. DISCUSSION

1. Joey Ryan, Coastal States Bank, Mortgage Loan Officer
2. Debra S. Stewart, Pinnacle Financial Partners, Community Engagement Advisor

VIII. ADJOURNMENT

NEXT MEETING DATE: Thursday, October 2, 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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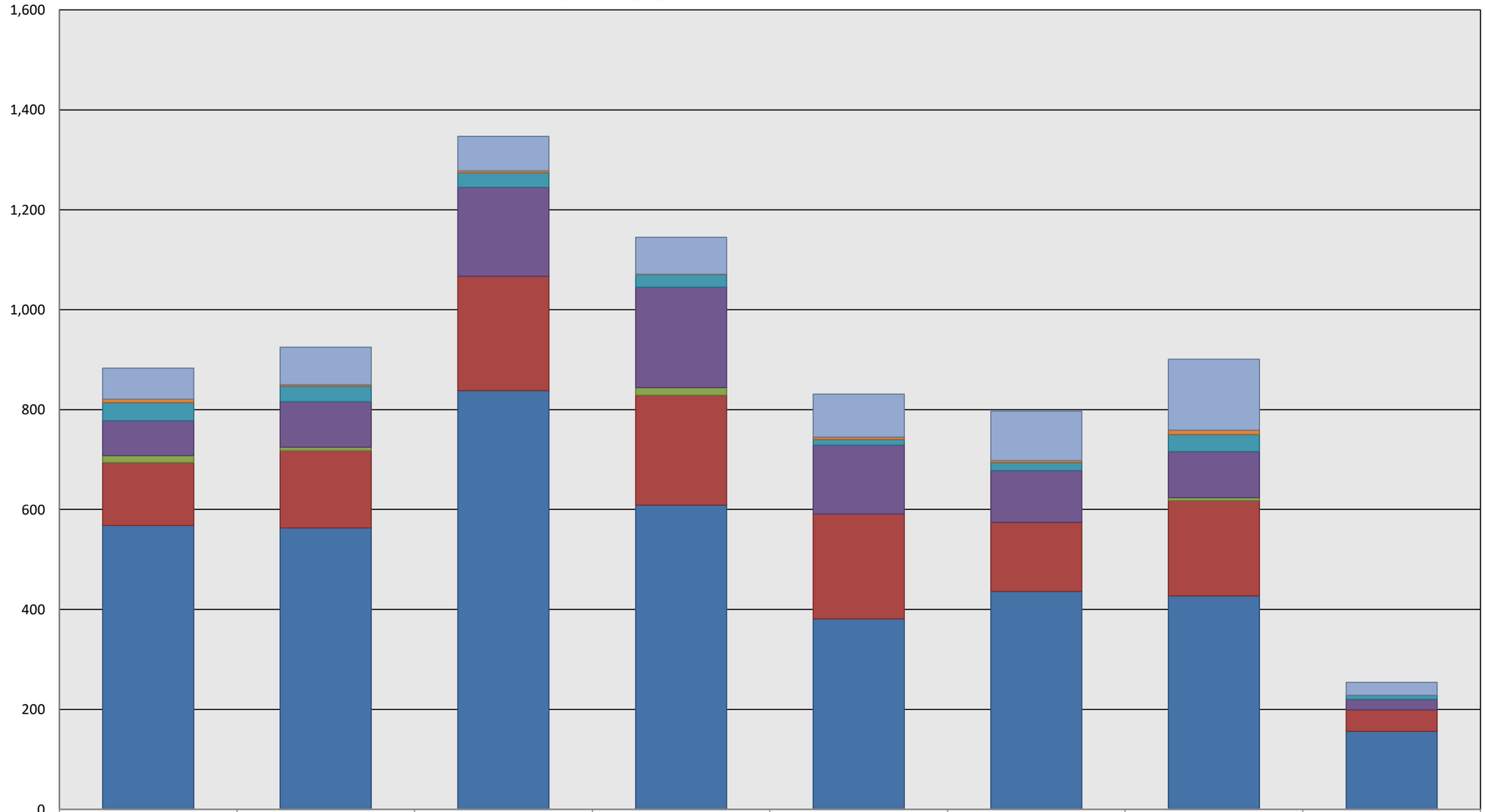
Public comment is limited to 3 minutes per speaker.

Town of Bluffton
Building Permits Issued
FY 2019 - 2026

Attachment 8a

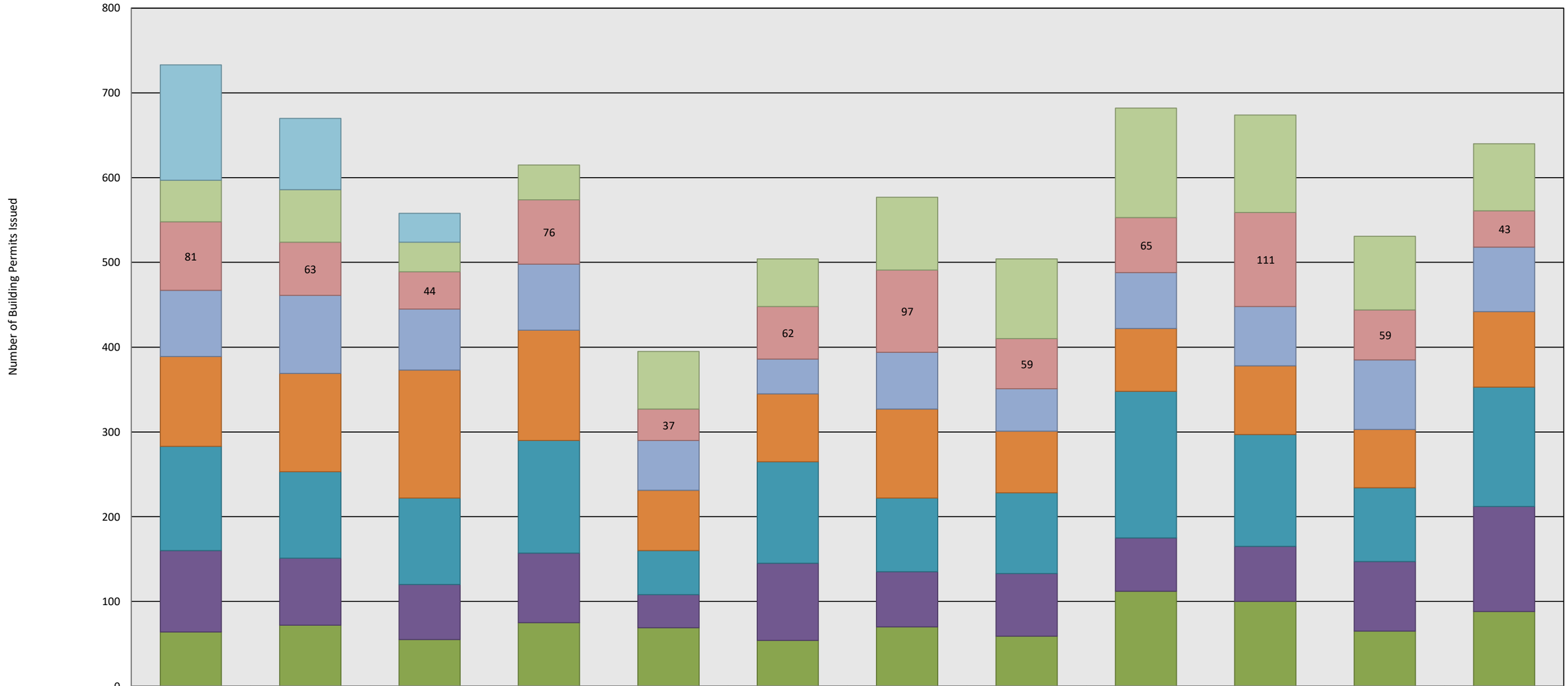


Year	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024- June 2025)	FY 2026 (July 2025 - June 2026)
Other Commercial	62	75	69	74	86	99	142	26
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	21
New Multi Family - Apartments	14	7	0	15	0	0	6	0
Residential Addition	126	155	229	220	210	138	191	43
New Single Family	568	563	838	609	381	436	427	156

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

Attachment 8b

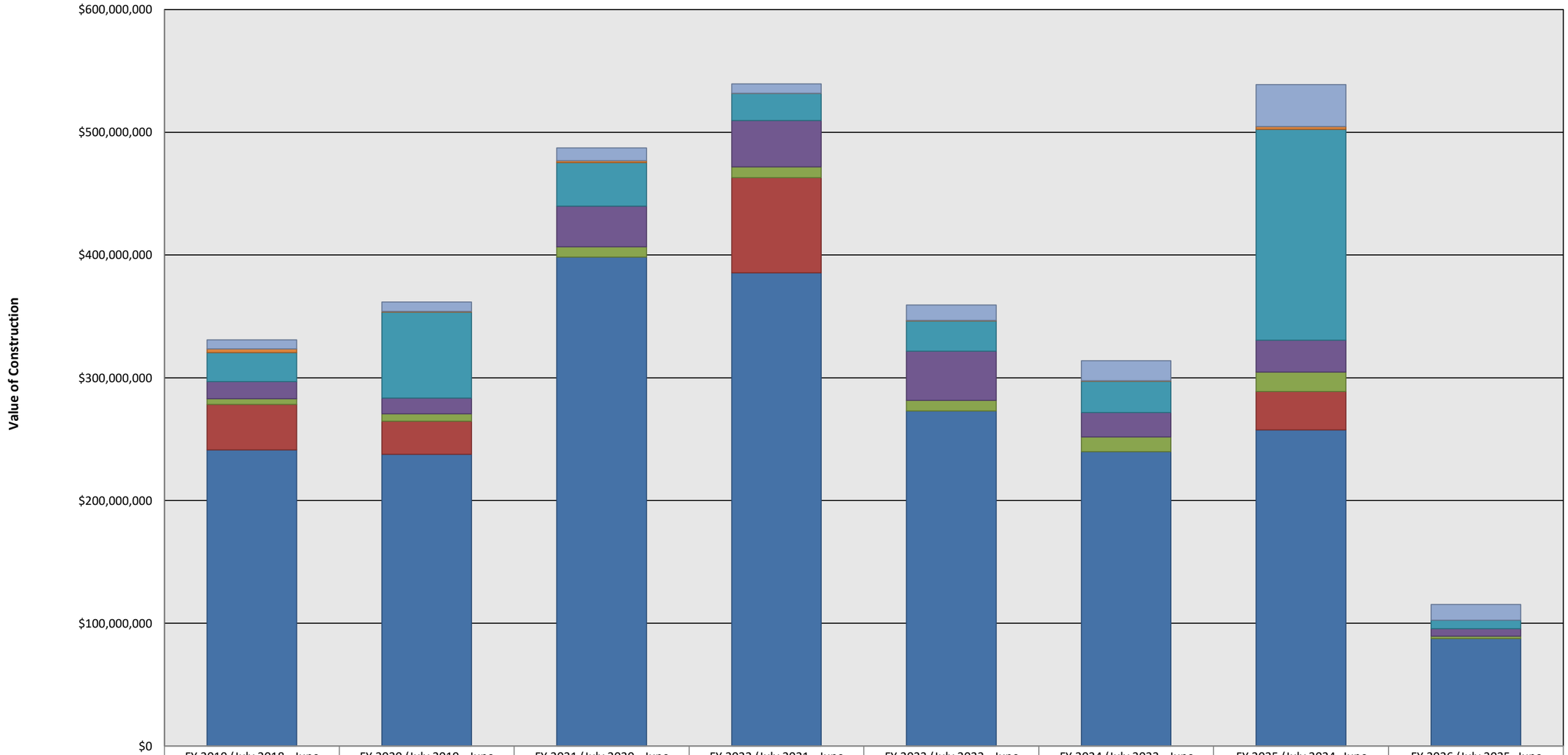


Month	July	August	September	October	November	December	January	February	March	April	May	June
FY 2026 (July 2025- June 2026)	136	84	34									
FY 2025 (July 2024- June 2025)	49	62	35	41	68	56	86	94	129	115	87	79
FY 2024 (July 2023 - June 2024)	81	63	44	76	37	62	97	59	65	111	59	43
FY 2023 (July 2022 - June 2023)	78	92	72	78	59	41	67	50	66	70	82	76
FY 2022 (July 2021 - June 2022)	106	116	151	130	71	80	105	73	74	81	69	89
FY 2021 (July 2020 - June 2021)	123	102	102	133	52	120	87	95	173	132	87	141
FY 2020 (July 2019 - June 2020)	96	79	65	82	39	91	65	74	63	65	82	124
FY 2019 (July 2018 - June 2019)	64	72	55	75	69	54	70	59	112	100	65	88

Notes: 1. Building Permits Issued excludes those Building Permits which were voided or withdrawn.

Town of Bluffton
Value of Construction
FY 2019 - 2026

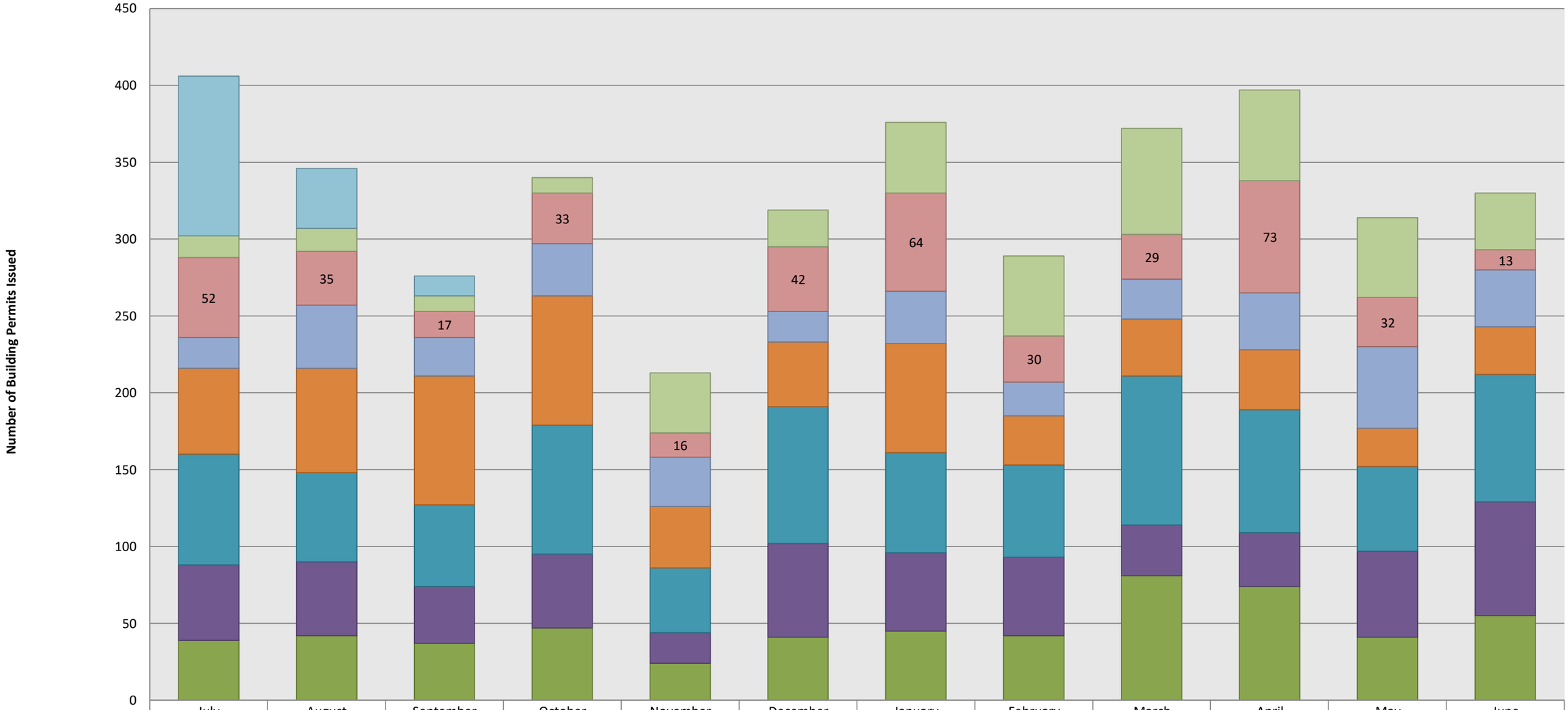
Attachment 8c



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	$7,263,366	$7,579,860	$10,412,995	$7,596,115	$12,475,855	$16,317,280	$34,086,632	$12,783,655
Commercial Additions	$3,041,168	$656,000	$1,492,691	$7,550	$526,290	$413,300	$2,244,852	$0
New Commercial/ Tenant Upfits	$23,614,625	$69,976,821	$35,480,001	$22,266,766	$24,611,903	$25,409,903	$171,813,272	$7,039,474
Other Residential	$13,979,443	$12,794,241	$33,207,203	$37,696,800	$40,039,634	$19,926,881	$26,021,991	$6,027,632
Residential Additions/ Renovations	$4,691,023	$6,005,043	$8,363,040	$8,762,565	$8,683,202	$11,994,064	$15,775,432	$1,982,370
New Multi Family - Apartments	$36,975,720	$27,045,609	$-	$77,664,502	$-	$-	$31,218,075	$0
New Single Family	$241,300,026	$237,647,960	$398,345,907	$385,446,946	$272,946,813	$239,843,210	$257,635,844	$87,500,908

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.

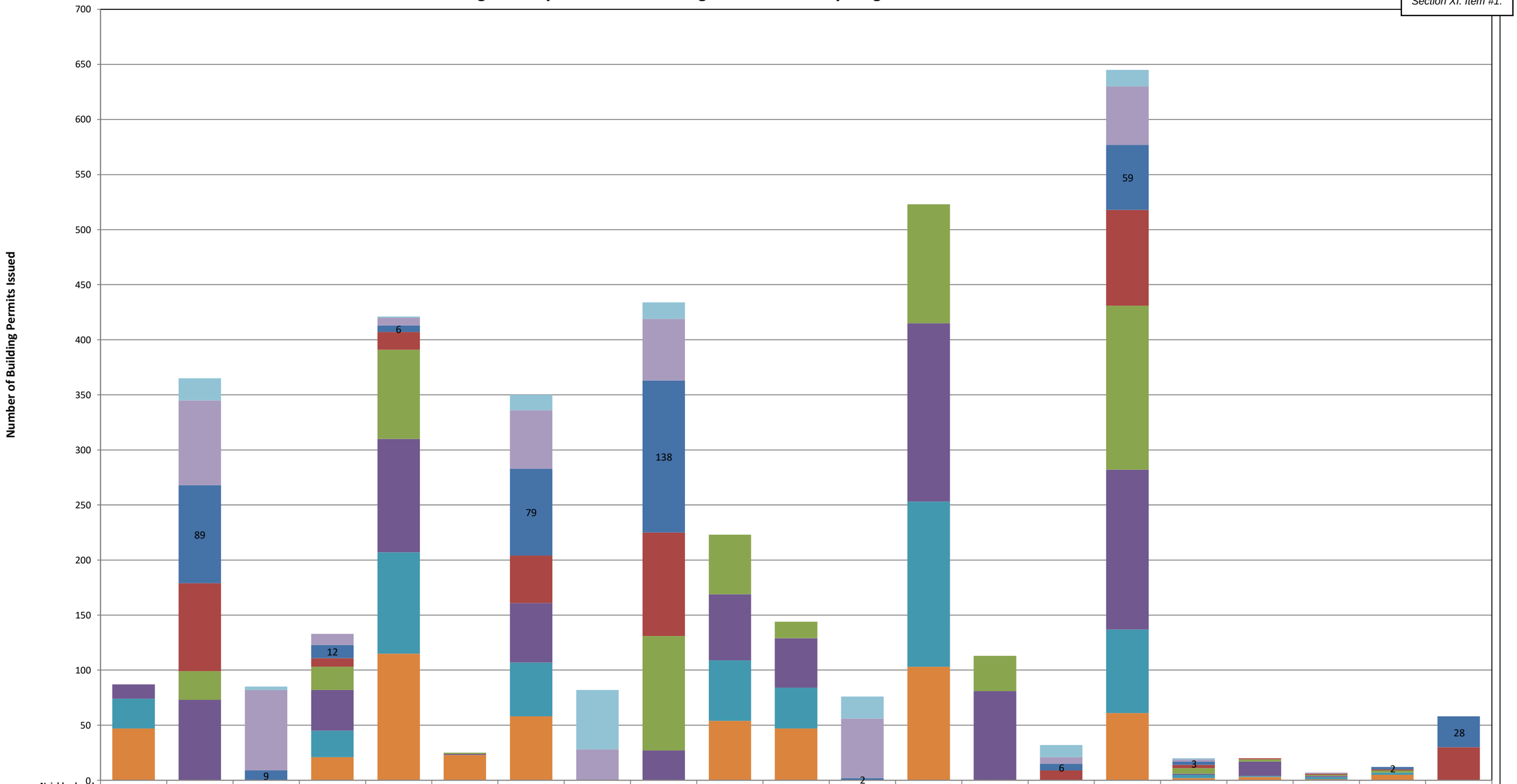
Town of Bluffton
New Single Family Residential Building Permits Issued Per Month
FY 2019 - 2026



	July	August	September	October	November	December	January	February	March	April	May	June
FY 2026 (July 2025- June 2026)	104	39	13									
FY 2025 (July 2024- June 2025)	14	15	10	10	39	24	46	52	69	59	52	37
FY 2024 (July 2023 - June 2024)	52	35	17	33	16	42	64	30	29	73	32	13
FY 2023 (July 2022 - June 2023)	20	41	25	34	32	20	34	22	26	37	53	37
FY 2022 (July 2021 - June 2022)	56	68	84	84	40	42	71	32	37	39	25	31
FY 2021 (July 2020 - June 2021)	72	58	53	84	42	89	65	60	97	80	55	83
FY 2020 (July 2019 - June 2020)	49	48	37	48	20	61	51	51	33	35	56	74
FY 2019 (July 2018 - June 2019)	39	42	37	47	24	41	45	42	81	74	41	55

Note: Building Permits Issued excludes those Building Permits which were voided or withdrawn.

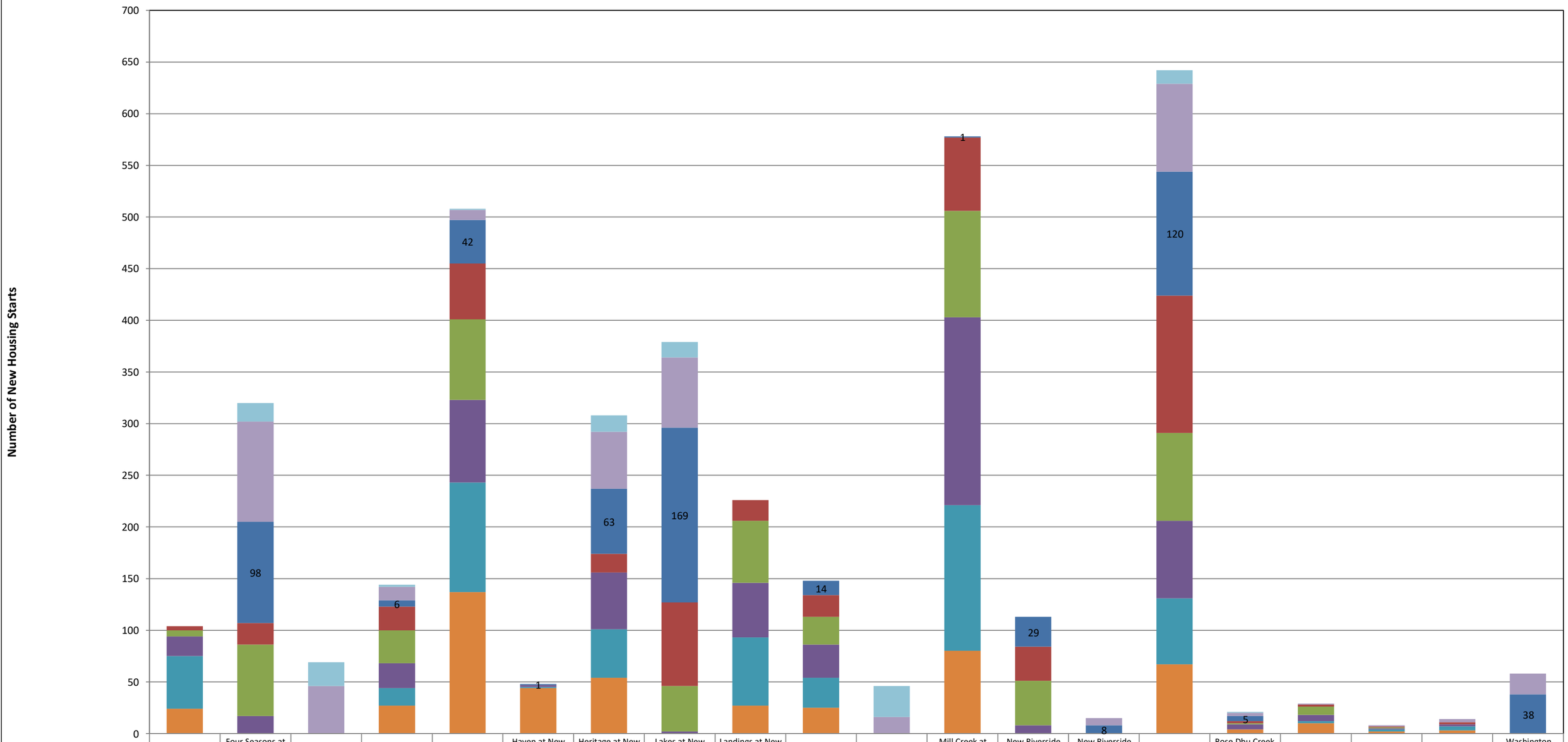
Town of Bluffton
New Single Family Residential Building Permits Issued by Neighborhood FY 2019 -2026



Neighborhood	Alston Park	Four Seasons at Carolina Oaks	Hamilton Grove	Hampton Hall	Hampton Lake	Haven at New Riverside	Heritage at New Riverside	Indigo Cove	Lakes at New Riverside	Landings at New Riverside	Lawton Station	Midpoint	Mill Creek at Cypress Ridge	New Riverside Forest	New Riverside Village	Palmetto Bluff	Rose Dhu Creek Plantation	Shell Hall	Stock Farm	Tabby Roads	Washington Square
FY 2026 (July 2025- June 2026)		20	3		1		14	54	15			20			11	15	1				
FY 2025 (July 2024- June 2025)		77	73	10	7		53	28	56			54			6	53	2		1		
FY 2024 (July 2023 - June 2024)		89	9	12	6		79		138			2			6	59	3			2	28
FY 2023 (July 2022 - June 2023)		80		8	16		43		94						9	87	3	1	1	1	30
FY 2022 (July 2021 - June 2022)		26		21	81	1			104	54	15		108	32		149	5	2	1	2	
FY 2021 (July 2020 - June 2021)	13	73		37	103	1	54		27	60	45		162	81		145	1	13	1		
FY 2020 (July 2019 - June 2020)	27			24	92		49			55	37		150			76	3	1	2	2	
FY 2019 (July 2018 - June 2019)	47			21	115	23	58			54	47		103			61	2	3	1	5	

Town of Bluffton
New Single Family Certificates of Occupancy Issued by Neighborhood FY 2019 - 2026

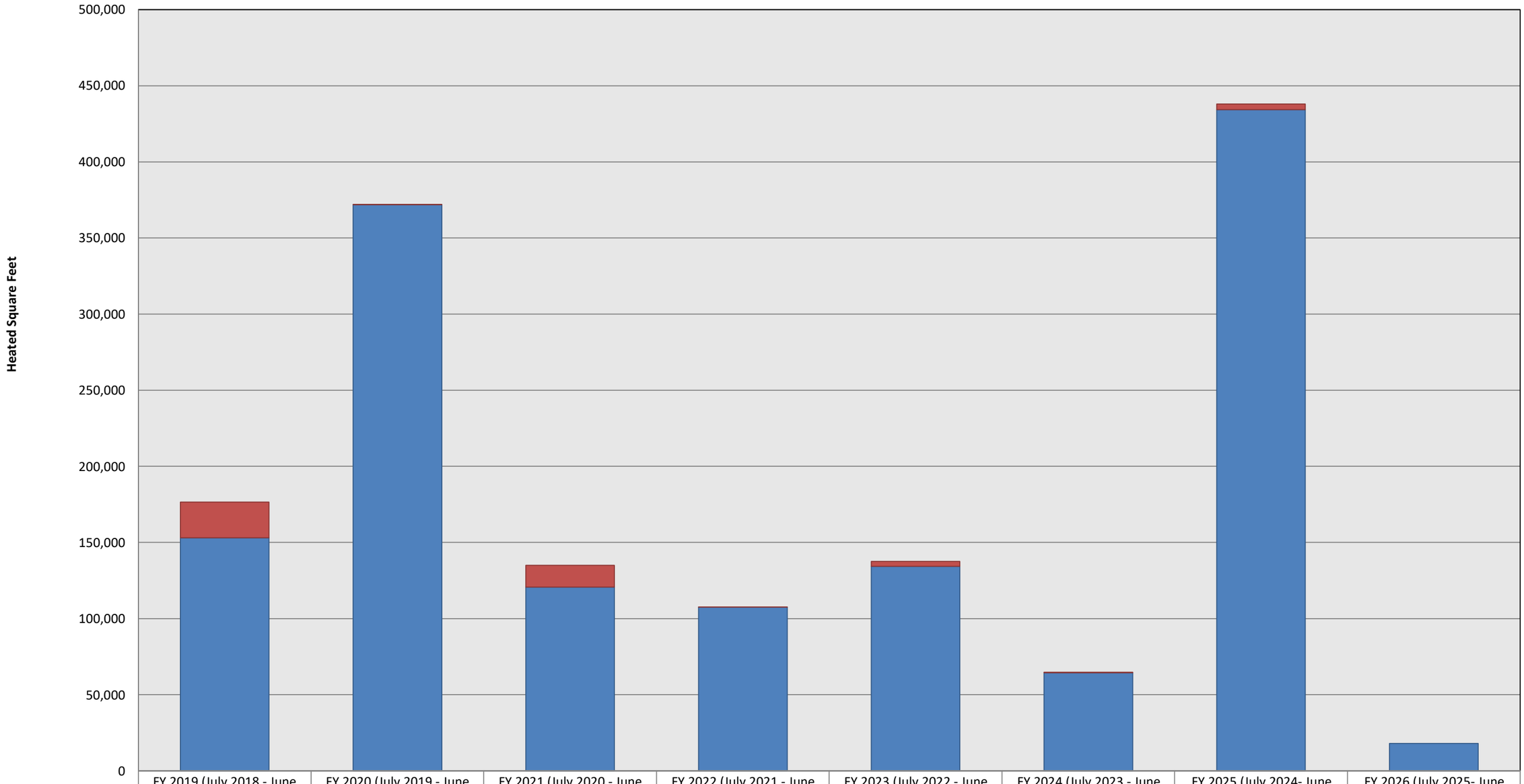
Attachment 8f



	Alston Park	Four Seasons at Carolina Oak	Hamilton Grove	Hampton Hall	Hampton Lake	Haven at New Riverside	Heritage at New Riverside	Lakes at New Riverside	Landings at New Riverside	Lawton Station	Midpoint	Mill Creek at Cypress Ridge	New Riverside Forest	New Riverside Village	Palmetto Bluff	Rose Dhu Creek Plantation	Shell Hall	Stock Farm	Tabby Roads	Washington Square
FY 2026 (July 2025- June 2026)		18	23	2	1		16	15			30				13	1				
FY 2025 (July 2024- June 2025)		97	46	13	10		55	68			16			7	85	3	1	1	3	20
FY 2024 (July 2023 - June 2024)		98		6	42	1	63	169		14		1	29	8	120	5				38
FY 2023 (July 2022 - June 2023)	4	21		23	54		18	81	20	21		71	33		133	2	2	1	2	
FY 2022 (July 2021 - June 2022)	6	69		32	78			44	60	27		103	43		85	1	8	1		
FY 2021 (July 2020 - June 2021)	19	17		24	80	2	55	2	53	32		182	8		75	5	6	1	2	
FY 2020 (July 2019 - June 2020)	51			17	106	1	47		66	29		141			64		2	2	4	
FY 2019 (July 2018 - June 2019)	24			27	137	44	54		27	25		80			67	4	10	2	3	

Town of Bluffton
New Commercial Construction and Additions Heated Square Footage
FY 2019 - 2026

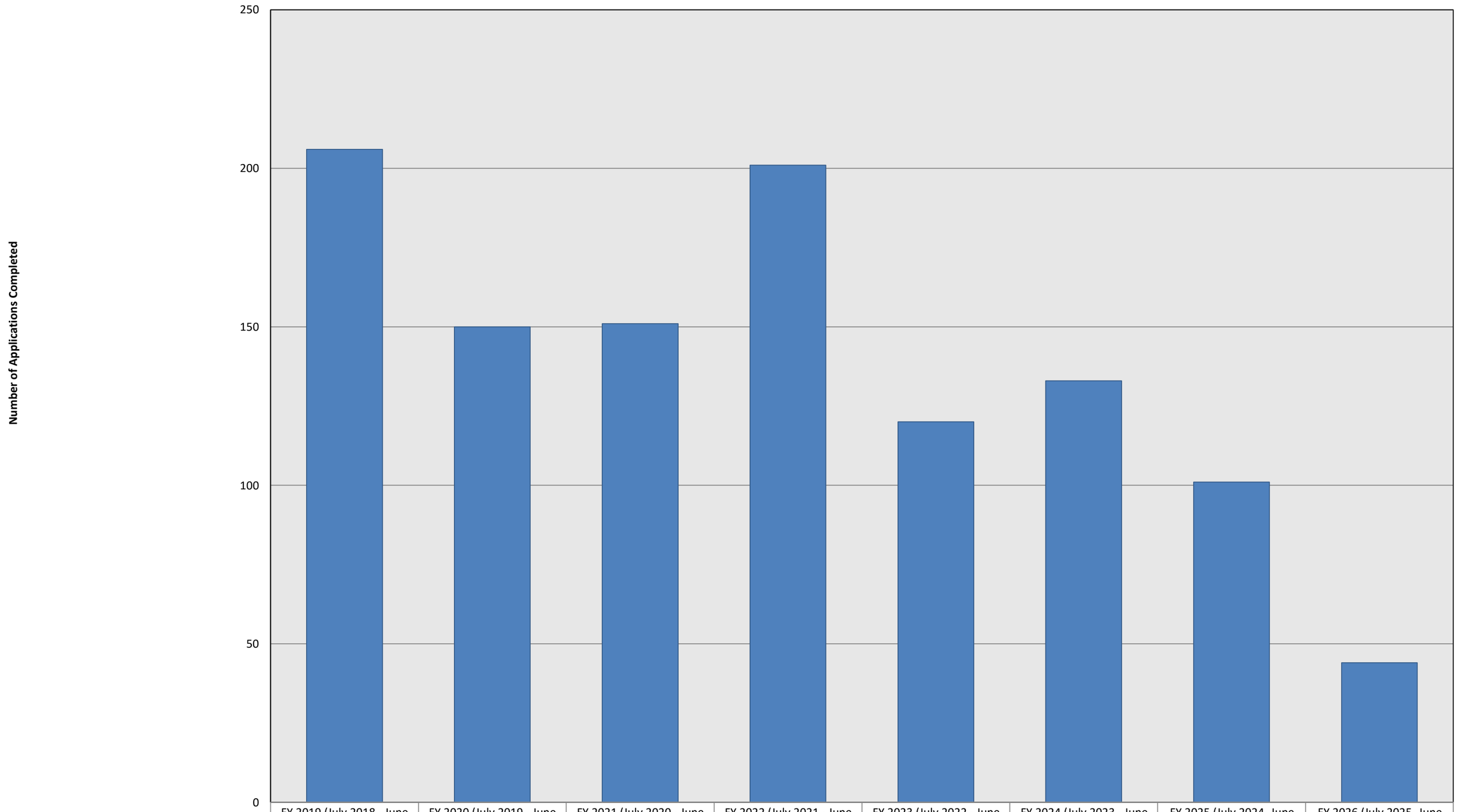
Attachment 8g



	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)
Commercial Additions	23,465	66	14,250	108	3,177	428	3,710	0
New Commercial	153,082	371,899	120,737	107,572	134,366	64,311	434,315	17,959

Town of Bluffton
Planning & Community Development Applications Completed
FY 2018 - 2025

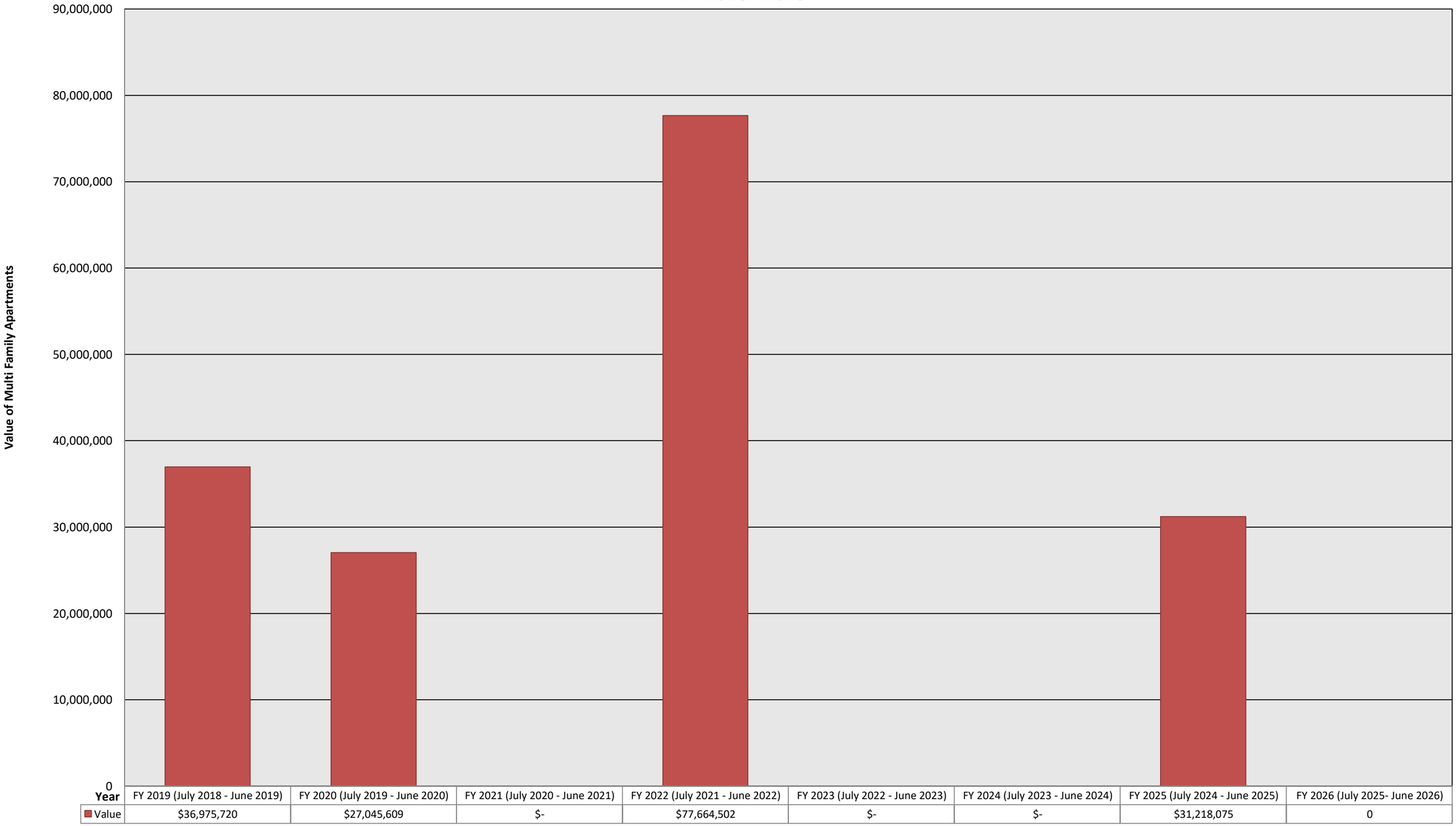
Attachment 8h



	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)
Planning & Community Development Applications	206	150	151	201	120	133	101	44

Town of Bluffton
Multi Family Apartments Value
FY 2018 - 2025

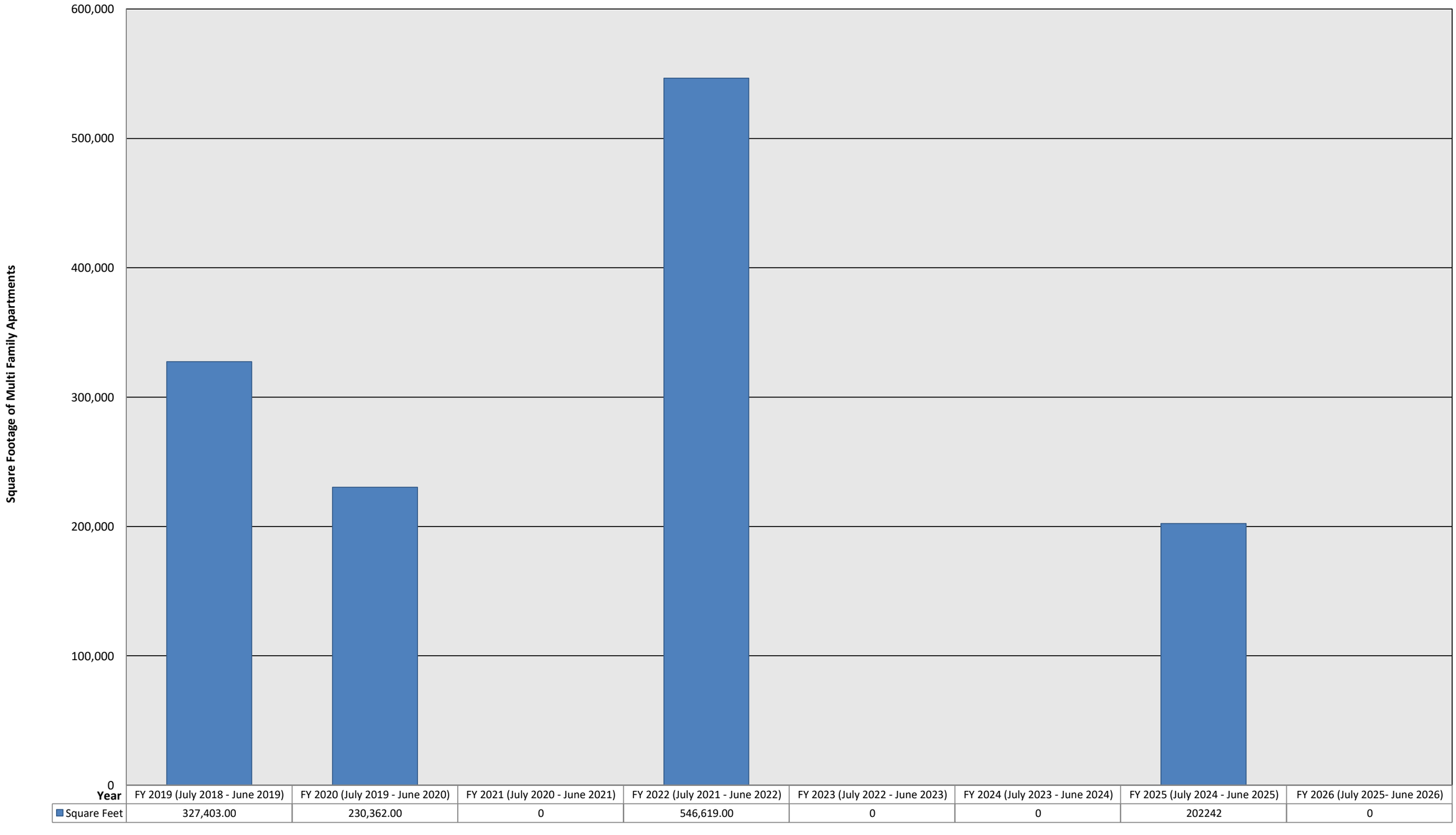
Attachment 8i



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)
Value	$36,975,720	$27,045,609	$-	$77,664,502	$-	$-	$31,218,075	0

Town of Bluffton
Multi Family Apartments Square Footage
FY 2018 - 2025

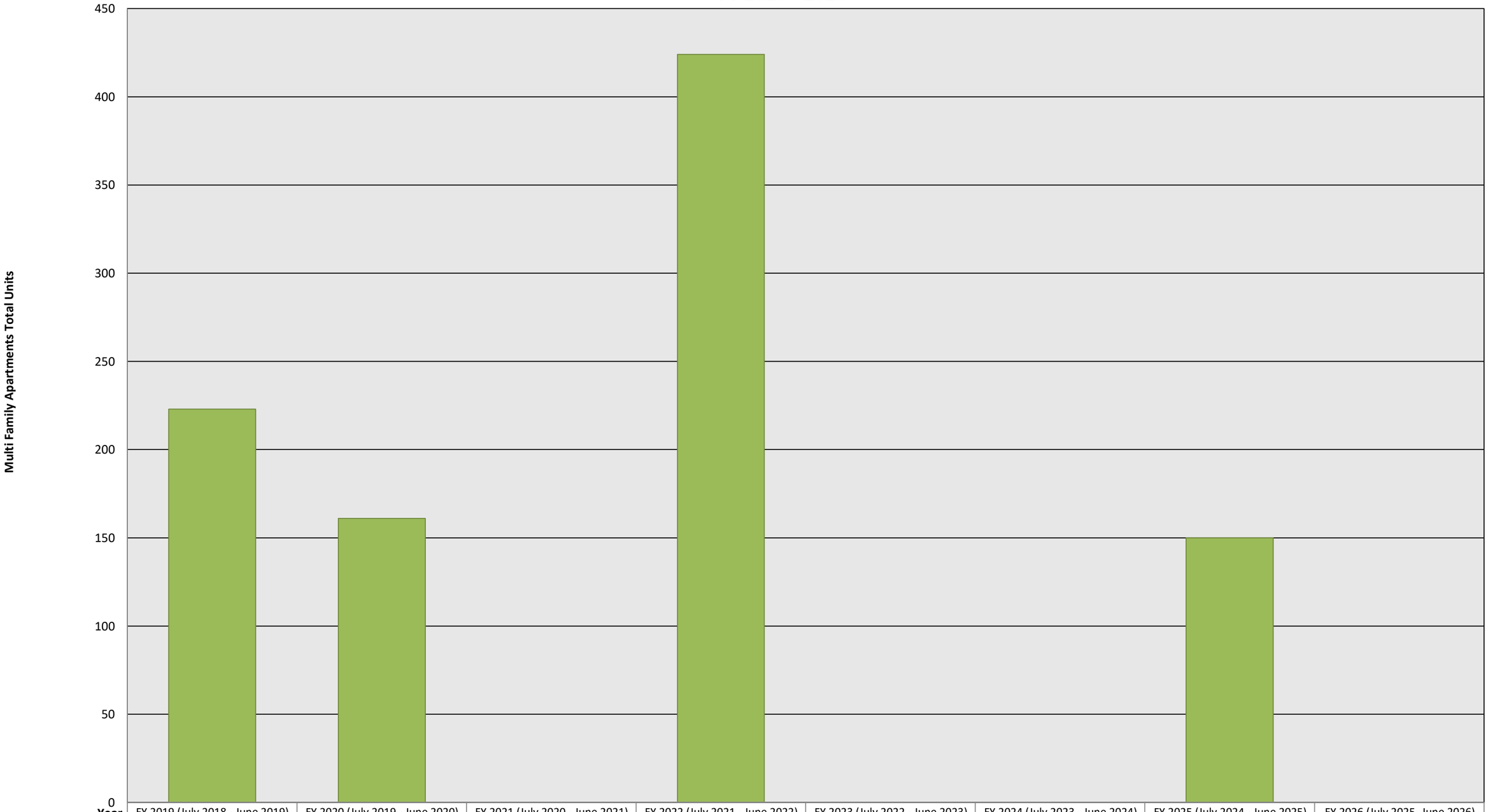
Attachment 8j



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)
Square Feet	327,403.00	230,362.00	0	546,619.00	0	0	202242	0

Town of Bluffton
Multi Family Apartments Total Units
FY 2018 - 2025

Attachment 8k



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)
Dwelling Units	223	161	0	424	0	0	150	0

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Annexation Petition

100%

ANNX-03-24-019045 03/14/2024 Annexation Petition Active Aubrie Giroux

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

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 Buckwlater 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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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: Construction of a new single family, 2-story home with an attached carriage house.

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 approximatly 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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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.

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: Construction of a new single family 2-story home with an attached carriage house.

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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 OId 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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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

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.

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

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 OId 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

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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

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-07-25-019856 07/25/2025 5 LAWTON ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Manuel Studio, LLC **Owner:** James W. Jeffcoat Revocable Trust

PLAN DESCRIPTION: A request by Ansley Manuel (Manuel Studio), Applicant, on behalf James W. Jeffcoat Revocable Trust (Owner), for review 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 (Parcel R610 039 00A 0093 0000). The property is located in the Old Town Historic District and is zoned Neighborhood Center-Historic District (NG-HD).
STATUS (08.04.2025): Concept Plan to be reviewed by HPRC on August 18, 2025.
STATUS (09.08.2025): Scheduled for October 1, 2025 HPC meeting.

PROJECT NAME: OLD TOWN

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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

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 Patrick Mason (Patrick Mason Custom Homes), on behalf of the owners, Blue Crab, LLC, 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.

PROJECT NAME: OLD TOWN

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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

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

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: The property owner wishes to add a 4-bedroom main residence with an attached 1-bedroom carriage house to an existing vacant lot.

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

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.

PROJECT NAME: OLD TOWN

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.

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

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

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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

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

Comprehensive Plan Amendment

Comprehensive Plan Amendment

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

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; ANNX-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:

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

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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Concept Plan Amendment

CPA-05-25-019741	05/08/2025	335 BUCKWALTER PKWY PARKWAY	Concept Plan 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:

Total Concept Plan Amendment Cases: 2

Dev Agreement Amendment

PUD

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	Dan Frazier

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:

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Dev Agreement Amendment

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

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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

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:

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

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.
STATUS: The preliminary development plan was approved at the September 27, 2023, Planning Commission meeting. Awaiting final development plan submittal.
STATUS: The final development plan was heard at the July 10, 2024 meeting of the DRC.
STATUS: A final development plan resubmittal was received on 9/10/24.
STATUS 4/21/25: The project is awaiting an approved SCDOT Encroachment Permit.

PROJECT NAME: VAUX PROPERTY

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-03-25-019635 03/10/2025 21 MAIDEN LN LANE Development Plan Active Dan Frazier

Applicant: Sturre Engineering **Owner:** Hinton Vacation Properties

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.
STATUS: This item was heard at the April 9, 2025, Development Review Committee meeting. Awaiting resubmittal.

PROJECT NAME: OLD TOWN

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

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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-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

DP-10-24-019391 10/10/2024 Development Plan Active Dan Frazier

Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT **Owner:** Eric Zwilsky

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.
STATUS: This item was heard at the November 13, 2024 Development Review Committee meeting.
STATUS: This request has been added to the December 18, 2024 Planning Commission agenda.
STATUS: The Preliminary Development Plan was APPROVED. Awaiting final development plan submittal.

PROJECT NAME: WESTBURY PARK COMMERCIAL

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

Active Cases

Development Plan

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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

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.
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.

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

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.
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:

DP-07-25-019862	07/29/2025		Development Plan	Active	Dan Frazier

Applicant: Jason Adkins **Owner:**

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.
STATUS: This application will be heard at the September 3, 2025, Development Review Committee meeting.

PROJECT NAME:

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-03-24-019066 | 03/26/2024 | 9 BRUIN ROAD | Development Plan | Active | Dan Frazier

Applicant: Witmer Jones Keefer Ltd. **Owner:** Eugene Marks

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.
Status: Staff comments on the preliminary development plan was heard at the May 1, 2024, meeting of the DRC.
Status: The preliminary development plan application was approved at the June 26, 2024 Planning Commission agenda. Awaiting final development plan submittal.

PROJECT NAME: OLD TOWN

DP-06-25-019796 | 06/10/2025 | Development Plan | Active | Dan Frazier

Applicant: Kathleen Duncan **Owner:** Speyside Partners LLC

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.
STATUS: This item was heard at the July 9, 2025 Development Review Committee meeting.
STATUS: This item will be heard at the August 27, 2025 Planning Commission meeting.

PROJECT NAME: WASHINGTON SQUARE

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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.

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

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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

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

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

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.
STATUS UPDATE: Staff comments were heard at the July 6 meeting of the DRC.
STATUS UPDATE: The application was approved with conditions at the August 24, 2022, Planning Commission meeting.
STATUS UPDATE: Staff comments on the final development plan were heard at the November 30, 2022 meeting of the DRC.
STATUS UPDATE: Final development plans were resubmitted on December 7, 2023.
STATUS UPDATE: Staff provided the applicant with comments on the final development plan re-submittal on December 22, 2023.
STATUS: Awaiting resubmittal.

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-12-16-010401 12/22/2016 Development Plan Active William Howard

Applicant: Thomas & Hutton **Owner:** Security Bank of Kansas City

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.

STATUS: Comments were provided on Preliminary Development Plan at DRC meeting 01/17/17. Waiting on re-submittal.
STATUS 02/21/17: Final Development plan has been submitted, with comments due 02/24/17 and DRC Meeting 02/24/17.
STATUS 02/24/17: Comment provided at DRC meeting. Revisions required by Stormwater Management. Awaiting re-submittal.
STATUS 04/03/17: Plans were re-submitted for review with comments due 04/10/17.
STATUS 04/18/17: Comments have been provided to the Applicant with Revisions required for Stormwater Management. Awaiting re-submittal.
STATUS 05/15/17: APPROVED
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.

PROJECT NAME: HEALTH SOUTH REHABILITATION HOSPITAL

DP-03-24-019067 03/26/2024 2800 MAY RIVER CROSSING Development Plan Active Dan Frazier

Applicant: Ryan Lyle **Owner:** First Chatham Bank

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.
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.
Status: The preliminary development plan application was conditionally approved at the June 26, 2024 Planning Commission meeting. Awaiting final development plan submittal.

PROJECT NAME: May River Crossing

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-08-23-018338 | 08/01/2023 | 1 JCS COVE | Development Plan | Active | Dan Frazier

Applicant: Sturre Design & Development, LLC **Owner:** James Saba

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.
STATUS: Staff comments on the preliminary development plan was reviewed at the September 6, 2023 meeting of the DRC.
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.

PROJECT NAME: JC'S COVE

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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

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:

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

Public Project

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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: 28

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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Total Development Plan Amendment Cases: 2

Subdivision Plan

General

SUB-07-25-019867 07/31/2025 Subdivision 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 & 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

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

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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: 3

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

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; ANNX-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:

Zoning Permit

ZONE-07-25-019851 07/24/2025 200 BLUFFTON RD ROAD Zoning Action Active Dan Frazier

Applicant: Cellco Partnership DBA Verizon Wireless **Owner:**

PLAN DESCRIPTION: This project consists of the installation of a proposed metal pole and new small cell equipment along with associated electrical components, mounting hardware (as needed), and all associated work. Power to be routed by local utility company. Fiber to be permitted separately. Cell tower #6

PROJECT NAME: OLD TOWN

Total Zoning Action Cases: 5

Total Active Cases: 71

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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Total Plan Cases: 71

Town of Bluffton
20 Bridge St.
PO Box 386
Bluffton, SC 29910
843.706.4500

To: Town Council

From: Stephen Steese, Town Manager

Date: October 3, 2025

Town Operations / Community Meetings

- We continue to monitor the weather as we move through hurricane season. We had a close call with TS/Hurricane Imelda, but it ended up pushing out to sea.
- Registration for the 2025 Council Election closed on September 5th. There are two seats on the ballot this year. We originally had three people sign up, but one dropped out. The election will be held November 4th.
- I presented to the Chamber Power Hour on October 1st. I addressed upcoming commercial/medical developments, capital projects, land acquisitions, and the new Residents Resource Guide.
- The Bluffton Police Department partnered with other jurisdictions to do a traffic enforcement campaign on Highway 278 in September. Beaufort/Jasper counties, Hardeeville, and the Highway Patrol participated.
- Land Acquisition Updates:
    - The Town closed on the Mooney Tract parcel following Council approval to purchase and completing our due diligence.
    - We also received final approval from County Council on our initial Green Penny application. We are finalizing the covenants and will bring to Council for approval ahead of closing on the property.
    - The Green Penny Committee also gave initial approval to our second application.

Town Council/Town Attorney Related Meetings

- Weekly Mayor / Mayor Pro Tempore / Manager meetings.
- Councilmembers and staff attended the SOLOCO meeting in Hardeeville on September 23rd. There were presentations from USCB on their growth and future plans, and the City of Hardeeville also gave an update on the growth and City projects.
- Mayor Toomer and I attended a Focus Group that USCB held to get input from regional leaders as they plan for the next 20 years. The focus was on how they can fill the needs within the growing region, better market their offerings, and engage with current students to retain them in the region after graduation.
- Mayor, Council, and staff attended several ribbon cutting events including our first economic development incentive recipient, a BJWSA expansion project, and many others.

Updates and Miscellaneous Information

- Held the Town's 9/11 Ceremony at the Buckwalter Military Plaza.
- Town held our Annual Beach Sweep Event on September 20th at Oyster Factory Park.
- Town Offices were closed September 1st in observance of Labor Day.

TOWN COUNCIL

STAFF REPORT
Human Resources

MEETING DATE:	October 14, 2025
PROJECT:	Consideration of a Resolution to Adopt the Revised Town of Bluffton Employee Handbook: Policy 5.9 Educational Bonus and 5.11 Discretionary Award
PROJECT MANAGER:	Anni Evans, Human Resources Director

REQUEST: Consideration by Town council to adopt by resolution the revisions to the Town of Bluffton Employee Handbook: Policy 5.9 Educational Bonus and Policy 5.11 Discretionary Award.

BACKGROUND: Town Council approved adoption of the Town of Bluffton Employee Handbook on October 13, 2004. This provided for subsequent revisions to be approved by Resolution of Town Council. Revisions to the Handbook have been made in accordance with this procedure in 2006, 2008, 2015, 2019, 2021, 2023, and 2024.

Staff reviewed and have recommended the following changes to the Town of Bluffton Employee Handbook:

Changes to existing policies:

- **5.9 Educational Bonus**
    - Standardized and Transparent Bonus Amounts: The policy now provides clear, pre-determined bonus amounts for certifications by introducing formal tables. This moves away from the previous case-by-case determination by Department Heads, ensuring greater consistency and fairness.
    - Refined Eligibility and Participation Rules: New clauses have been added to restrict an employee's eligibility if they have received disciplinary action within the last 90 days or have been unsuccessful in a previous attempt to complete a program. Additionally, employees are limited to participating in a maximum of two bonus programs per fiscal year to ensure equitable distribution.
    - Formalized Re-certification and Bonus Program Management: The policy now clearly defines and limits the re-certification bonus to programs requiring re-testing or CEUs, excluding those that have lapsed or only require a fee for renewal. Furthermore, a new formal process has been established for adding new certifications to the bonus program, involving a multi-step review by Human Resources, Finance, and the Town Manager.

- **5.11 Discretionary Award**
    - Updated to include a clear, tiered award structure based on the impact of the achievement. The revised policy also requires that all monetary awards be supported by verifiable data.

NEXT STEPS: Upon adoption of Resolution, provide an electronic copy of the updated policies in the Employee Handbook to all employees, conduct training sessions to answer questions and review the updated information.

SUMMARY: Human Resources is recommending updating the current Employee Handbook to stay current and compliant. Regularly reviewing and updating the Employee Handbook is best business practice.

ATTACHMENTS:

1. Drafts of revised policies and original policies
2. Resolution
3. Recommended Motion

5.9 Educational / Certification Bonus Policy.

The Town supports continuing education efforts made by Town employees through the reimbursement of tuition and training for certifications related to positions. Further, in our efforts to provide excellent levels of service to our citizens, the Town of Bluffton continuously strives to train and educate its employees and believes that the organization benefits from having a workforce that achieves certain academic attainment and certain specialized training and certifications.

It is the policy of the Town of Bluffton that all full-time regular employees of the Town of Bluffton may be eligible to receive a bonus provided they meet the eligibility requirements defined below and budgeted funds are available.

- Eligibility
- All academic degrees must be awarded from an accredited college or university. Only those institutions accredited by the US Department of Education are recognized.
- All certification programs must be from an organization or agency approved by the Department Head and used to further the skills and job knowledge for the employee.
- It is the responsibility of the employee to request consideration of any educational or certification bonus through his/her Department Head.
- The respective Department Head will consider requests for educational or certification bonus pay using the required payroll form and will make recommendation to the Town Manager along with justification and review by Finance Director.
- The Town Manager will have final approval or disapproval of all requests.
- It is understood that application of any academic degree and certifications must be relevant and useful in the conduct of job duties and responsibilities and must be contained within Table 1 OR Table 2.
- An employee is not eligible if on probation or most recent performance evaluation is less than satisfactory.
- An employee is not eligible if they have been issued disciplinary action within 90-days of the request for an educational/certification bonus.
- An employee is eligible to participate in a maximum of two bonus programs per fiscal year; exceptions will be evaluated on a case-by-case basis and must be approved by Human Resources.
- If an employee is unsuccessful in completing a program, the Town will not pay for the employee to participate in a program a second time.
- Re-certification of any program will be eligible for a flat bonus of up to $100. For the purpose of this policy, ‘re-certification’ is defined as the process of renewing a certification that requires either a new exam, re-testing, or the completion of Continuing Education Units (CEU) to maintain active status. This bonus does not apply to certifications that have lapsed or those that only require a fee for renewal.

Educational Bonus / Certification Bonus

- An Educational / Certification Bonus may be awarded as long as eligibility requirements are met, and budgeted funds are available.

- Budgeted funds will be available from a fixed annual allocation requested by the Finance Department and approved as part of the budget process.
- Education / Certification Bonus amounts are shown on Table 1 and Table 2.
- The Educational / Certification Bonus amounts will be reviewed every year by the Town Manager to plan for budgeted funds.
- If an employee receives an Educational / Certification Bonus and leaves within one-year to work for another employer, the amount of the Bonus will be re-paid to the Town through payroll deduction on the employee's final pay.
- ~~Funding of the Bonus is determined by budget.~~
- Completion of a degree or a certification is not a guarantee that a Bonus will be paid.
- For consideration of an Educational / Certification Bonus, an employee must submit:
- Copy of transcript from accredited college or university showing completion of degree; for a certificate program, a copy of completion from the certifying agency or organization.
- Memorandum to Department Head detailing degree or certificate earned and requesting consideration of Educational Bonus.
- For approval of Educational / Certification Bonus, the Department Head will review information from employee and complete a Payroll Status Change Form noting appropriate bonus amount attaching copies of information from employee.
- Department Head will have Finance Director review and request approval from Town Manager.
- Department Head will notify employee of approved Educational / Certification Bonus and submit through Payroll with a copy to Human Resources for training file.
- Department Heads may request that a professional certification or license be added to the Town's approved Certification/License Bonus Table. Requests must follow the process below:
    - **Submission of Request**
    - The Department Head will submit a **justification memo** to Human Resources.
        - The memo must include the following details:
            - **Certification/License Name** and issuing authority.
            - **Requirements to Obtain** (education, coursework, experience, exams).
            - **Validity Period** (duration the certification/license remains active before renewal).
            - **Organizational Benefit** (how the certification/license enhances employee effectiveness, supports Town operations, or improves service delivery).
            - **Maintenance Requirements** (continuing education, renewal exams, or other conditions).
            - **Estimated Budgetary Impact** (cost to obtain/maintain and potential number of employees likely to pursue).
    - Review by Human Resources
        - HR will review the request for completeness, confirm applicability to Town positions, and ensure alignment with organizational goals.
        - HR will compare the certification/license to existing tiers in the approved bonus table to recommend a compensation level.
    - **Finance Review**

    - HR will forward the request and recommendation to Finance to assess budget impact and confirm availability of funds within the program allocation

- **Town Manager Approval**

    - Following HR and Finance review, the Town Manager will make the final determination on whether to add the certification/license to the approved table.

- **Communication and Recordkeeping**
    - Once approved, HR will update and maintain the **master Certification/License Bonus Table**.
    - The updated table will be shared with all Department Heads and made available to employees for reference.
    - Approved additions will apply **only on a go-forward basis**; no retroactive bonuses will be granted.

- **Ongoing Administration**

    - Requests may be submitted on a **rolling basis** throughout the year.
    - HR will prepare an **annual summary report** of new additions, program utilization, and budget impact for review by Administration.

5.11 Discretionary Awards.

This policy establishes a framework for recognizing and rewarding employees and teams for outstanding achievements that provide a significant benefit to the Town of Bluffton. Awards are discretionary and are not an entitlement.

Applicability: This policy applies to all employees of the Town of Bluffton this policy does not apply to Town Council.

Policy: The Town of Bluffton provides employee recognition and incentive awards to individuals or teams who demonstrate exemplary work beyond their essential job functions.

Criteria for Consideration: An employee or team may be considered for a Discretionary Award for achievements such as:

- Achieving excellence on a project or effort that falls outside normal essential job duties.
- Resolving a critical problem or capitalizing on an exceptional opportunity.
- Exhibiting an unusually high level of competence, imagination, or persistence in achieving a goal.
- Demonstrating outstanding effort and leadership in support of team members.

Eligibility

- All full-time and part-time regular employees are eligible. Town Council is not eligible.
- An employee is not eligible if on probation or most recent performance evaluation is less than satisfactory.
- To be eligible for a discretionary award, employees must not have been subject to any disciplinary action within the past 90 days. This applies regardless of whether the employee is part of a team recognized for the award. Employees recognized as part of a team for a discretionary award will

be considered for eligibility based on the team's overall performance. However, individual employees who have been disciplined within the past 90 days will not be eligible to receive the individual portion of the award, even if their team is recognized.

Award Structure:

- **Non-Monetary Awards:**
    - Non-monetary recognition, such as a plaque or certificate, may be awarded for outstanding achievement.
    - The value of a non-monetary award cannot exceed $50 per award.
    - All non-monetary awards must be documented using the Payroll Status Change Notice Form and Justification Memo.
- **Monetary Awards:**
    - Monetary awards are reserved for achievements that provide a demonstrable, measurable benefit to the Town.
    - The maximum monetary award is $1,000 per individual, per fiscal year. This limit applies to each individual's portion of a team award.
    - Monetary awards must be supported by verifiable data that clearly demonstrates the accomplishment's impact.
        - Award amounts will vary depending on the scope and impact of the accomplishment. The following ranges are provided as guidance:
            - Up to $400: Accomplishment with department-level impact.
            - Up to $700: Accomplishment with cross-departmental or significant operational impact.
            - Up to $1,000: Accomplishment with substantial town-wide impact, critical problem resolution, or exceptional leadership during emergencies.
        - Supervisors must justify the recommended award level in the Justification Memo using verifiable data. Final award amounts are subject to approval by the Department Head, HR, Finance, and the Town Manager.

Verifiable Data for Monetary Awards: The Justification Memo must include specific, verifiable data to support the award recommendation. Examples of such data include:

- **Cost Savings or Operational Efficiencies:** A documented "before and after" budget comparison, showing quantifiable savings or a detailed breakdown of process improvements and their impact on efficiency.
- **Major Project Leadership:** A project or strategic initiative, as outlined in the Town's Strategic Plan document, outlining the individual's or team's leadership role and the successful outcome.
- **Exceptional Service:** A detailed account of actions taken during an emergency or critical event, with documentation of the positive outcome.

Approval Process: All award recommendations, both monetary and non-monetary, must be submitted by the employee's supervisor using the Payroll Status Change Notice Form and a Justification Memo. The following approvals are required:

- Supervisor / Department Head
- Human Resources
- ATM
- Finance
- Town Manager (Final Approval)

DRAFT

Table 1. Educational Bonus

Degree	Completion timeframe	Level of difficulty to obtain	Test/Exam	Applicability to Pos./Value to Town	Compensation Suggestion
Associates Degree	~2 Years (or PT equivalent)	Medium	Credits for courses taken, Exams	Degree required for position OR for advancement in department?	$300
Bachelor's Degree	~ 4 Years (or PT equivalent)	High	Credits for courses taken, Exams	Degree required for position OR for advancement in department?	$600
Master's Degree	~2 Years (or PT equivalent)	High	Credits for courses taken, Exams	Degree required for position OR for advancement in department?	$900

Table 2. Certification Award

License/Certification	Completion timeframe	Level of difficulty to obtain	Test/Exam	Applicability to position/Value to Town	CEU Required?	Compensation suggestion
Certified Erosion Prevention & Sediment Control Inspector	~2 Days	Tier 1	Exam	High	Yes	$100
Drone Pilot Certification	~4-6 weeks	Tier 1	Exam	Dependent – proof required	Yes	$100
Qualified Compliance Inspector of Stormwater	~2-4 Days	Tier 1	Exam	Dependent – proof required	Yes	$100
Certified Floodplain Manager	~2-4 Months	Tier 2	Exam	Dependent – proof required	Yes	$500
Residential Inspector (Electrical, Building, Plumbing or Mechanical)	Up to 6-12 months	Tier 2	Exam	High	Yes	2% increase
Commercial Inspector (Electrical, Building, Plumbing or Mechanical)	Up to 6-12 months	Tier 2	Exam	High	Yes	2% increase
Plans Examiner	Up to 6-12 months	Tier 2	Exam	High	Yes	$500
Accreditation in Business Licensing	Up to 3 years	Tier 1	Exam	Dependent – proof required	No	$250
Post Construction BMP Inspector	~2-4 Days	Tier 1	Exam	Dependent – proof required	Yes	$100
Certified Stormwater Plan Reviewer	~2 Days	Tier 2	Exam	Dependent – Proof required	Yes	$500
MS4 Stormwater Inspector	~2 Days	Tier 1	Exam	Dependent – Proof required	Yes	$100

MCTI (Municipal Clerk and Treasurers Institute) • IIMC (CMC)	~3 Years	Tier 2	Coursework + Capstone Project	High/Required	No	$750
Certified Pesticide Applicator (non-commercial)	~2-4 Months	Tier 2	Exam	Dependent – Proof required	Yes	$500
SHRM-CP, PHR (Professional in Human Resources)	~3 Months	Tier 2	Exam	High/Required	Yes	$500
SHRM-SCP, SPHR (Senior Professional in HR)	~3 Months + Experience	Tier 2	Exam	High/Required	Yes	$700
CCP (Certified Compensation Professional)	2+ Years	Tier 2	Exams	Dependent – Proof required	Yes	$700
CDL (Commercial Drivers License)	5 Weeks+	Tier 1	Driving Test	Dependent – Proof required	No	$500
CPSI (Certified Playground Safety Inspector)	2+ Days	Tier 2	Exam	Dependent – Proof required	Retest every 3 years	$500
AICP (American Institute of Certified Planners)	Experience + Education	Tier 3	Exam	Required	Yes	$1000
CBO (Chief Building Official)	Up to 6-12 Months	Tier 2	Exam(s)	Required	Yes	$700

CPFA (Certified Public Finance Administrator)	~ 2 Years	Tier 2	Professional Experience and Education	Dependent- Proof required	Yes	$500
CGFO (Certified Government Finance Officer) or comparable financial cert.	~2 Years	Tier 3	Exam	Required	Yes	$1000
CGFM (Certified Government Financial Manager)	~2 Years	Tier 3	Exam (3) plus 2 years Professional Experience	Required	Yes	$1000
CPA (Certified Public Accountant)	~2 Years	Tier 3	Exam and Professional Experience	Dependent – Proof Required	Yes	$1000
ICMA-CM (Certified Manager)	Education + Experience	Tier 3	Peer review process	Dependent – Proof Required	Yes	$1000
CGCIO (Certified Government Chief Information Officer)	~1 Year	Tier 3	Course work + Exam	Required	Yes	$1000
CPSWQ (Certified Professional in Water Quality)	7 Years Exp + study/prep	Tier 3	Exam	Dependent – Proof required	Yes	$1000
Professional Engineer (PE)	Education + Experience + Exam	Tier 3	Exam	Dependent – Proof required	Yes	$1000

Level of difficulty to obtain:

Tier 1 = $100 - $499: Program/Certification typically requires a minimum of one year of work experience, minimal study/prep time and successful completion of an exam related to the subject.

Tier 2 = $500 - $750: Program/Certification typically requires 1-2 years of work experience, moderate study/prep time, possible classroom time and successful completion of an exam related to the subject.

Tier 3 = $751 - $1,000: Program/Certification typically requires 2+ years of work experience and potential education requirement, extensive study/prep time and successful completion of an exam related to the subject.

5.9 Educational Bonus Policy.

The Town supports continuing education efforts made by Town employees through the reimbursement of tuition and training for certifications related to positions. Further, in our efforts to provide excellent levels of service to our citizens, the Town of Bluffton continuously strives to train and educate its employees and believes that the organization benefits from having a workforce that achieves certain academic attainment and certain specialized training and certifications.

It is the policy of the Town of Bluffton that all full-time regular employees of the Town of Bluffton may be eligible to receive a bonus provided they meet the eligibility requirements defined below and budgeted funds are available.

a. Eligibility

i. All academic degrees must be awarded from an accredited college or university. Only those institutions accredited by the US Department of Education are recognized.

ii. All certification programs must be from an organization or agency approved by the Department Head and used to further the skills and job knowledge for the employee.

iii. It is the responsibility of the employee to request consideration of any educational bonus through his/her Department Head.

iv. The respective Department Head will consider requests for educational bonus pay using the required payroll form and will make recommendation to the Town Manager along with justification and review by Finance Director.

v. The Town Manager will have final approval or disapproval of all requests.

vi. It is understood that application of any academic degree and certifications must be relevant and useful in the conduct of job duties and responsibilities.

vii. An employee is not eligible if on probation or most recent performance evaluation is less than satisfactory.

b. Educational Bonus

i. An Educational Bonus may be awarded as long as eligibility requirements are met, and budgeted funds are available.

ii. An Educational Bonus amounts are shown below and may be paid for the following (amount to be grossed up for net amount paid to employee):

Associates Degree $250

Bachelor's Degree $500

Master's Degree $750

Certification Amount varies as pre-determined by Department Head

iii. The Educational Bonus amount will be reviewed every year by the Town Manager to plan for budgeted funds.

iv. If an employee receives an Educational Bonus and leaves within one-year to work for another employer, the amount of the Bonus will be re-paid to the Town through payroll deduction on the employee's final pay.

v. Funding of the Bonus is determined by budget.

vi. Completion of a degree or a certification is not a guarantee that a Bonus will be paid.

vii. For consideration of an Educational Bonus, an employee must submit:

Copy of transcript from accredited college or university showing completion of degree; for a certificate program, a copy of completion from the certifying agency or organization.

Memorandum to Department Head detailing degree or certificate earned and requesting consideration of Educational Bonus.

viii. For approval of Educational Bonus, a Department Head will review information from employee and complete a Payroll Status Change Form noting appropriate bonus amount attaching copies of information from employee.

ix. Department Head will have Finance Director review and request approval from Town Manager.

x. Department Head will notify employee of approved Educational Bonus and submit through Payroll with a copy to Human Resources for training file.

5.11 Discretionary Awards.

It is the policy of the Town to provide employee recognition and incentive awards to an employee or team upon Supervisor recommendation. This program is intended to reward staff employees whose achievements have resulted in a particular benefit to the Town of Bluffton. Awards are in the Town's discretion, and no employee is entitled to an award.

This policy applies to all employees of the Town.

a. Upon supervisor recommendation, through memorandum or e-mail, an employee or team may be considered for recognition in the following areas:

i. Achieves excellence in a project or effort which falls outside normal job duties or requirements;

ii. Resolves a critical problem or addresses an exceptional opportunity;

iii. Exhibits an unusually high level of competence, imagination, persistence, or persuasion in achieving a goal or objective;

iv. Demonstrates an outstanding effort (above and beyond expectations) and leadership in support of team members; or

v. Receives special training certifications.

b. Recognition may be given in the form of monetary or non-monetary awards.

i. Non-monetary recognition for excellence must be approved by the employee's Supervisor. Non-cash recognition awards, such as a plaque, cannot exceed a value of $50.

ii. Monetary awards may not exceed $1,000 per individual, per award. Supervisors should consider the amount of time and effort involved with the accomplishment to determine an acceptable amount.

iii. Monetary recognition is recommended utilizing the Payroll Status Change Notice Form and requires approvals from the employee's Department Head, Finance, Human Resources, with final approval from the Town Manager.

RESOLUTION

A RESOLUTION APPROVING THE ADOPTION OF THE REVISED EMPLOYEE HANDBOOK FOR THE TOWN OF BLUFFTON, SOUTH CAROLINA

WHEREAS, the Town of Bluffton Town Council (the "Town Council") desires a comprehensive set of guidelines and policies governing all personnel matters for all Town employees, including employee conduct, workplace conditions, drug and alcohol policies, policies that implement state and federal employment laws, and other aspects of public employment and service; and

WHEREAS, the Town Council voted to approve the Employee Handbook be updated to be in compliance with the law and best practices; and

WHEREAS, the Town of Bluffton Employee Handbook was approved and adopted by Town Council on October 13, 2004, and was subsequently revised and amended by Resolution by Town Council in 2006, 2008, 2015, 2019, 2021, 2023, and 2024; and

WHEREAS, policies have been updated in the Employee Handbook to cover topics relevant to Town Staff since the last revision and to comply with changes in federal, state and local law; and

WHEREAS, a number of the existing policies in the Employee Handbook were revised or enhanced for clarification;

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

1. The Town Council of the Town of Bluffton adopts the Town of Bluffton Employee Handbook, dated October 14, 2025, a copy of which is attached hereto as **Exhibit "A"** and incorporated by reference herein.

2. The attached Employee Handbook shall supercede any previously approved Employee Handbook.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS _____DAY OF ___, 2025.

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

ATTEST:

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

ATTACHMENT:
A. Town of Bluffton Employee Handbook (Revised), October 14, 2025

Proposed Motion

Recommendation of

Consideration to Approve a Resolution in Support of the Adoption of the Revisions to the Town of Bluffton Employee Handbook – Anni Evans, Human Resources Director

"I move to **[Approve, Approve with Conditions, or Deny]** a resolution in support of the adoption of the revised Employee Handbook."

TOWN OF BLUFFTON 2025 COMMUNITY PLANNING MONTH PROCLAMATION

WHEREAS, change is constant and affects all communities; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the Town of Bluffton; and

WHEREAS, we recognize the many valuable contributions made by professional planners of the Town of Bluffton and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, I, Larry C. Toomer, Mayor of the Town of Bluffton, along with Bluffton Town Council, do hereby proclaim the month of October 2025 as **Community Planning Month** in the Town of Bluffton in conjunction with the celebration of National Community Planning Month.

Adopted this 14th day of October, 2025.

Larry C. Toomer, Mayor

TOWN OF BLUFFTON
CYBERSECURITY AWARENESS MONTH PROCLAMATION

WHEREAS, the Town of Bluffton recognizes that it plays a vital role in identifying, protecting its citizens from, and responding to cybersecurity threats that may have significant impact to our individual and collective safety and privacy; and critical infrastructure, is increasingly reliant on the support of information systems and technology; and

WHEREAS, cybersecurity education and awareness are crucial for everyone, including proper maintenance of all electronic devices and accounts that are internet based. Thus, being able to protect your business and personal accounts from viruses, ransomware and malware, preventing personal, financial losses and the loss of sensitive data; and

WHEREAS; we showcase the need to inspire, engage, and inform the public about the demand, opportunities, and career options available within the area of cybersecurity and highlight how building the nation's and Town of Bluffton's cybersecurity workforce enhances the nation's security and promotes economic prosperity; and

WHEREAS, the *Building a Cyber Strong America* Campaign serves as the national cybersecurity public awareness campaign**.** This campaign highlights the need to strengthen the country's infrastructure against cyber threats, ensuring resilience and security.

NOW, THEREFORE I, Mayor Larry Toomer, along with Bluffton Town Council do hereby proclaim the month of October to be **Cybersecurity Awareness Month** in the Town of Bluffton.

IN WITNESS WHEREOF, I have hereto set my hand and caused the Seal of the Town of Bluffton to be affixed this proclamation on the 14 day of October 2025.

Larry C. Toomer, Mayor

TOWN COUNCIL

STAFF REPORT
Executive Department

MEETING DATE:	October 14, 2025
PROJECT:	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.
PROJECT MANAGER:	Chris Forster, Assistant Town Manager

REQUEST:

Town Council approve First Reading of an Ordinance authorizing the granting and transfer of a permanent utility easement (Attachment 1) to Beaufort Jasper Water and Sewer Authority (BJWSA) over a portion of real property owned by the Town of Bluffton at 101 Progressive Street (Tax Map No. R610 030 000 1848 0000).

BACKGROUND:

In early 2023 a Request for Proposals for the development of a 4.72-acre parcel adjacent to the Law Enforcement Center (LEC) was posted. As a result, on October 30, 2025, the Town entered into a Master Agreement for the Development of Commercial Property in Buckwalter Place with Parkway Commons I, LLC.

BJWSA has requested that the Town grant it a utility easement across a portion of the LEC property for the purpose of installing utilities to serve the economic development project.

Should Town Council desire to pursue the granting of the easement, formal action to authorize the easement via Ordinance is necessary. In accordance with Sections 5-7-40 and 5-7-260 of the South Carolina Code of Laws and Sections 2-13(a)(8) and 2-13(a)(4) of the Code of Ordinances for the Town of Bluffton, Town Council must act by Ordinance to convey, lease, or authorize the conveyance or lease of any Town owned lands as well as easements and public rights-of-way. Therefore, the proposed Ordinance for approval of the Easement is provided as Attachment 1.

NEXT STEPS:

Should Town Council desire to approve First Reading of the proposed Ordinance, the following next steps will be implemented:

1. Town Council approves Second and Final Reading of the proposed Ordinance
2. Town Manager executes Easement

3. Recording of Easement

SUMMARY:

Consideration of a proposed Easement related to Town owned property at 101 Progressive Steet (LEC) in favor of BJWSA.

ATTACHMENTS:

1. Ordinance with Draft Easement
2. Proposed Motion

ORDINANCE NO. _____
TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO EXECUTE AND DELIVER AN EASEMENT PROVIDING A NON-EXCLUSIVE PERMANENT UTILITY EASEMENT TO BEAUFORT JASPER WATER AND SEWER AUTHORITY OVER CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BLUFFTON CONSISTING OF A PORTION OF PARCEL R610-030-000-1848-0000

WHEREAS, Sections 5-7-40 and 5-7-260 of the South Carolina Code of Laws and Sections 2-13(a)(8) and 2-13(a)(4) of the Code of Ordinances for the Town of Bluffton requires that Town Bluffton Town Council ("***Town Council***") act by Ordinance to convey, lease, or authorize the conveyance or lease of any Town of Bluffton ("***Town***") owned lands as well as easements and public rights-of-way; and,

WHEREAS, the Town presently owns a parcel consisting of approximately 3.31 acres located in the Town, commonly known and identified as 101 Progressive Street and assigned Tax Map No. R610-030-000-1848-0000; collectively hereinafter the "***Property***"; and,

WHEREAS, Beaufort Jasper Water and Sewer Authority ("***BJWSA***") has requested that the Town convey it a utility easement across a portion of the Property for the purpose of installing utilities to serve the Property and other development of commercial property at Buckwalter Place; and,

WHEREAS, Town Staff has worked diligently with BJWSA to locate an appropriate easement path across the Property that ensures a minimal impact to the Property itself and provide the necessary utilities as shown and described in "***Exhibit A***" attached hereto and incorporated herein by reference; collectively hereinafter the "***Easement***"; and,

WHEREAS, Town Council has determined that it is in the best interests of the Town to authorize the execution and delivery of the requested Easement.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, as follows:

1. **Execution and Delivery of Easement.** The Town Council hereby authorizes the transfer and conveyance of the Easement over the Property and hereby authorizes the Town Manager to execute the Easement in substantial form as shown in "***Exhibit B"*** attached hereto and incorporated herein by reference.

2. **Authorization for Additional Actions.** The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all documents necessary to consummate the transfer and conveyance of the Easement on the Property from the Town, including, without limitation, the delivery and recordation of the Easement with the Office of the Register of Deeds for Beaufort

County, South Carolina. The Town Manager is hereby authorized to pay such reasonable costs of the transaction as may be necessary.

3. **Ordinance in Full Force and Effect.** This entire Ordinance shall take full force and effect upon its final adoption.

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

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

_____
Larry 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 Toomer, *Mayor*
Town of Bluffton, South Carolina

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

EXHIBIT A

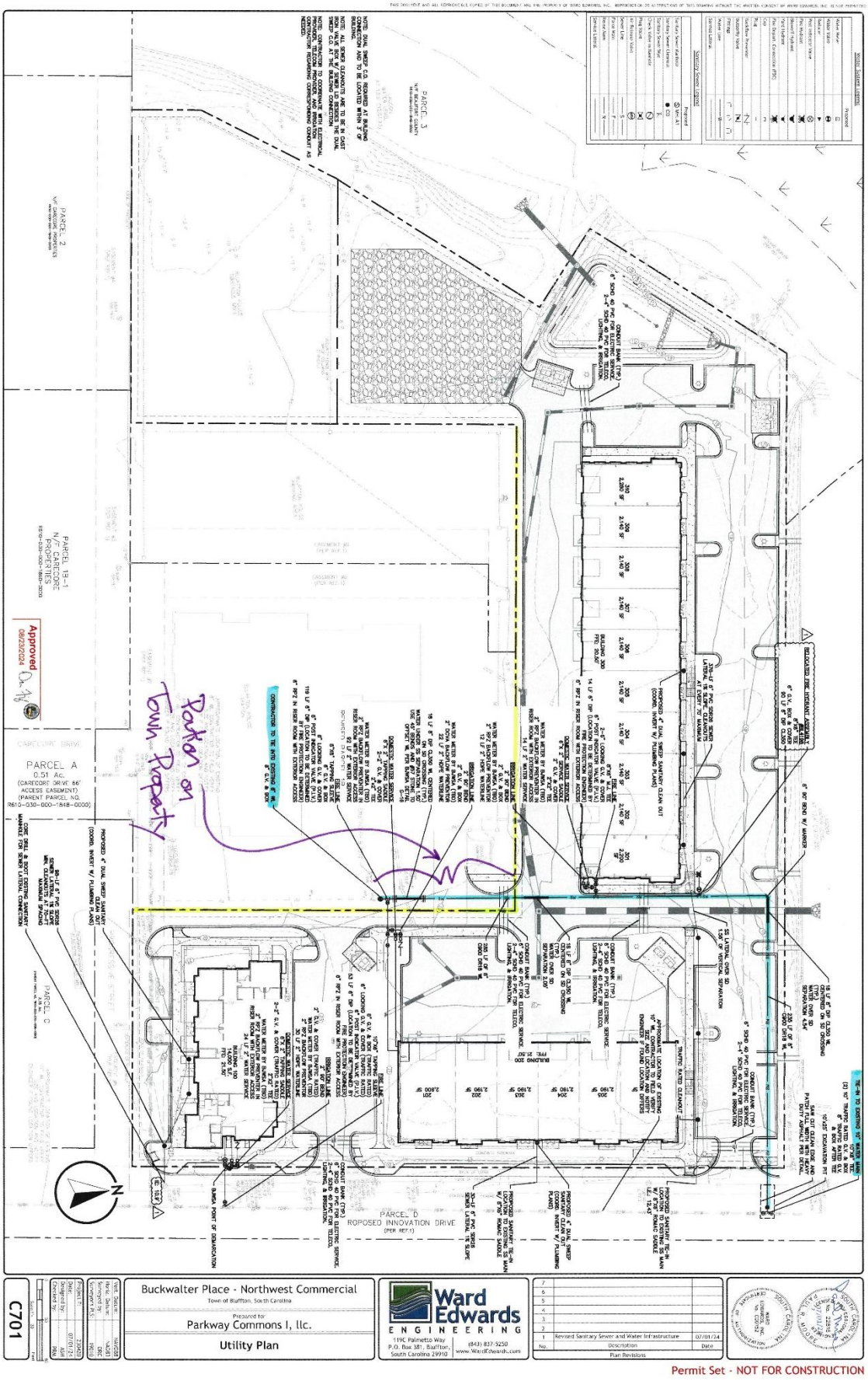

Approved
08/23/2024
Parcel on Town Property
PARCEL A
0.51 AC.
(CARECORE DRIVE 66' ACCESS EASEMENT)
(PARENT PARCEL AQ)
R610-036-000-1848-0000
PARCEL 13-1
N/F CARECORE
R610-036-000-1853-0000
PARCEL 2
N/F CARECORE PROPERTIES
PARCEL 3
N/F CARECORE
PARCEL C
PARCEL D
ROPOSED INNOVATION DRIVE
(PER REF.1)
CARECORE DRIVE
BUILDING 200
BUILDING 300
PROPOSED 4" DUAL SWEEP SANITARY CLEAN OUT (COORD. INVERT W/ PLUMBING PLANS)
PROPOSED 6" DUAL SWEEP SANITARY CLEAN OUT (COORD. INVERT W/ PLUMBING PLANS)
BASIS OF BEARINGS
POINT OF COMMENCEMENT
Buckwalter Place - Northwest Commercial
Town of Bluffton, South Carolina
Prepared for
Parkway Commons I, llc.
Utility Plan
C701
Ward Edwards
ENGINEERING
1 Revised Sanitary Sewer and Water Infrastructure 07/01/24
Plan Revisions
Permit Set - NOT FOR CONSTRUCTION

EXHIBIT B

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

THIS UTILITY EASEMENT ("Agreement") made this ____ day of _____, 2025, by and between TOWN OF BLUFFTON, SOUTH CAROLINA (hereinafter referred to as "Grantor") of PO Box 386, Bluffton, SC 29910, and BEAUFORT-JASPER WATER & SEWER AUTHORITY of 6 Snake Road, Okatie, South Carolina 29909 (hereinafter referred to as "Grantee"); collectively hereinafter referred to as the "Parties" and individually as a "Party".

WHEREAS, the Grantor is the owner of the property described herein, located in the Town of Bluffton, Beaufort County, South Carolina; and

WHEREAS, Grantor desires to grant to Grantee a permanent utility easement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and no other valuable consideration, in hand paid, the receipt and legal sufficiency of which is hereby acknowledged, has bargained and sold, and by these presents, subject to the terms and conditions contained herein, does bargain, sell, convey, transfer and deliver unto GRANTEE, its successors, assigns and licensees, a permanent utility easement and right-of-way, including perpetual rights to enter upon the real estate hereinafter described, for the purposes intended herein, to-wit: to enter upon, construct, re-construct, enlarge, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Easement Area, various water and/or sewer mains and service lines, manholes, hydrants, valves, meters, and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business, or that of municipal, public or private systems, for the provision of water and/or sewer services to the Grantor's property or adjacent properties, together with the right of ingress, egress, and access to and from, and across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith. The premises shall be leveled and graded and restored to substantially the same condition after any construction or subsequent maintenance or repair as at commencement of use insofar as possible, at the expense of the Grantee.

Together with the right, from time to time, to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through a strip of land, within the Easement Area; provided, however, any damage to the property of the Grantor (other than that caused by trimming, cutting, or removing) caused by Grantee in maintaining or repairing said water and/or sewer main and service lines, manholes, hydrants, valves, meters, and appurtenances shall be borne by such Grantee. The parties to this Agreement agree that if any patching or repair and/or replacement of pavement and/or curbing is required as a result of the actions of the Grantee, said patchwork will be the responsibility of the Grantee. Notwithstanding the foregoing, Grantee will be responsible to repair and/or replace any other damage such Grantee causes to other utility lines servicing the Grantor's property.

The permanent easement and right-of-way hereby granted to the Grantee consists of a strip of land, hereinafter described on property as "Easement Area" on the drawing referenced herein and attached hereto, and more particularly described as follows (herein referred to as "Easement Area"):

ALL that certain piece, parcel or strip of land situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, being more particularly depicted and described as a 'double back-slashed' strip of land referenced as "R610-030-000-1848-000, Utility Easement, (*consisting of*) 1,594 SF / 0.037 AC" on that certain Drawing titled "Buckwalter Place - Northwest Commercial dated 9/30/2025, prepared by Ward Edwards, a copy of which is attached hereto and incorporated herein.

This being a portion of the property acquired by The Town of Bluffton, South Carolina, by deed of Parcel 6, LLC, dated 7/20/2010 and recorded on 8/5/2010 in Records Book 2979 at Page 317 in the Beaufort County, South Carolina, Register of Deeds Office.

TAX REF: R610 030 000 1848 0000 (portion of)

The Grantor shall have the right to use the above-described Easement Area for purposes not inconsistent with the Grantee's full enjoyment of the rights hereby granted, provided that the Grantor, without the expressed written permission of the Grantee, shall not erect or construct any building or other structure, including but not limited to the installation of paved roadways, parking areas, etc., thereon; maintain or permit any underground or overground system of piping, poles or wiring within such Easement Area; make use of the facilities installed, buried, erected or constructed thereon; nor drill or operate any well or septic system within such Easement Area.

AND ALSO, the Grantor agrees to provide no less than ten (10) days' prior notice to the Grantee in the event Grantor intends to grant any additional utility easements within the above-described Easement Area. This provision is intended to provide the parties with the opportunity to timely effect coordination between Grantee and any prospective third-party easement grantee in order to preclude damage to the infrastructure of Grantee situated within the Easement Area.

To have and to hold said permanent easement unto the Grantee, its Designees, Successors and Assigns, forever.

Grantor hereby covenants with the Grantee that it is lawfully seized and possessed of the real estate above-described, that it has good lawful right to convey it, or any part thereof, and that it will forever warrant and forever defend the title thereto against the lawful claims of its successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the hand and seal of the undersigned the date and year first above written.

IN THE PRESENCE OF:

GRANTOR:
THE TOWN OF BLUFFTON,
SOUTH CAROLINA

_____
1st Witness signature

BY: _____
Stephen Steese, *Town Manager*

_____
(print name of 1st Witness)

_____
2nd Witness, Notary Public signature

(print name of 2nd Witness, Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, _____ (Notary Public) do hereby certify that The Town of Bluffton, South Carolina, by Stephen Steese, its Town Manager, personally appeared before me this date and, in the presence of the other witness herein, acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this _____ day of _____, 2025.

_____
(Notary Public signature)

_____
(printed name of Notary Public)

Notary Public for South Carolina
My Commission Expires: _____

WITNESS the hand and seal of the undersigned the date and year first above written.

IN THE PRESENCE OF:

GRANTEE:
BEAUFORT-JASPER WATER & SEWER AUTHORITY

_____
1st Witness signature

BY: _____
(authorized signature)

_____
(print name of 1st Witness)

(print name)

_____
2nd Witness, Notary Public signature

ITS: _____
(print title)

_____
(print name of 2nd Witness, Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, _____ (Notary Public) do hereby certify that Beaufort-Jasper Water & Sewer Authority, by _____ (Name), its _____ (Title), personal appeared before me this date and, in the presence of the other witness herein, acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this _____ day of _____, 2025.

_____
(Notary Public signature)

_____
(printed name of Notary Public)

Notary Public for South Carolina
My Commission Expires: _____

Attachment 2
Proposed Motion

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.

Proposed Motion

"I move to approve the first 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."