Regular Town Council Meeting

Tuesday, May 14, 2024 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 Hargray 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 04/09/2024

V. PRESENTATIONS, CELEBRATIONS, AND RECOGNITIONS

1. Beaufort County School District Character Student of the Month - Mayor Larry Toomer
2. National Mental Health Substance Use Prevention Month Proclamation - Mayor Larry Toomer
3. Tourette Syndrome Awareness Month Proclamation - Mayor Larry Toomer
4. Proclamation for Tuberous Sclerosis Complex Global Awareness Day - Mayor Larry Toomer

VI. PUBLIC COMMENT

VII. COMMUNICATIONS FROM MAYOR AND COUNCIL

VIII. PUBLIC HEARING & FINAL READING

1. Consideration of an Ordinance to Amend Certain Sections of the Town of Bluffton's Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance, Article 5 – Design Standards, Sec. 5.4 (Wetlands) and Sec. 5.10 (Stormwater); and, Article 9 – Definitions and Interpretations, Sec. 9.2 (Defined Terms). Public Hearing and Final Reading - Kevin Icard, Director of Growth Management
2. Consideration of an Ordinance to Approve an Amendment to the Town of Bluffton Zoning Map to Rezone Certain Real Property Owned by Cornerstone Church of Bluffton and Lalie Ann Mole Consisting of Approximately 43.31 Acres, More or Less, Located at 11 Grassey Lane and 21 Lake Lane and Identified by Beaufort County Tax Map Nos. R610 036 000 0014 0000 and R610 036 000 014B 0000 from Planned Unit Development Zoning District to a Mix of

Agricultural Zoning and Rural Mixed Use Zoning Districts (ZONE-02-24-018921). - Public Hearing and Final Reading - Kevin Icard, Director of Growth Management

IX. FORMAL AGENDA ITEMS

1. Consideration of an Ordinance Authorizing the Conveyance of Certain Real Property Owned by the Town of Bluffton to Workforce State of Mind, LLC, Located at 1095 May River Road and Consisting of 1.78 Acres, More or Less, and Identified by Beaufort County Tax Map No. R610 039 000 0498 0000; and, Authorizing the Execution and Recording of Associated Documents. – Second and Final Reading - Heather Colin, Assistant Town Manager
2. Consideration of an Ordinance Approving the Town of Bluffton Fiscal Year 2025 Proposed Consolidated Budget. – First Reading – Stephen Steese, Town Manager
3. Consideration of an Ordinance Amending the Town of Bluffton Code of Ordinances, Chapter 24, Taxation. - First Reading - Natalie Majorkiewicz, Director of Finance
4. Consideration of a Resolution to Adopt the Buck Island-Simmonsville Neighborhood Plan Update - Public Meeting - Kevin Icard, Director of Growth Management
5. Consideration for the Acceptance of Bryant Holding, 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 2.14 Acres, More or Less, Located at 30 Davis Road and Bearing Beaufort County Tax Map No. R600 029 000 0028 0000 (ANNX-03-24-019045). – Kevin Icard, Director of Growth Management
6. Consideration of An Ordinance Authorizing an Economic Development Incentive Agreement Between the Town of Bluffton and Palmetto Land Associates, LLC in Support of the Development of 11,800 Square Feet of Medical and Healthcare Facility Space. – First Reading – Chris Forster, Assistant Town Manager
7. Consideration to Authorize a Contract Renewal with Palmetto Bluff Preservation Trust, Inc. to Reimburse for Residential Trash Removal Services in the Palmetto Bluff Community for the Calendar Year 2024 (Fiscal Impact: $193,744). – Chris Forster, Assistant Town Manager

X. CONSENT AGENDA ITEMS

1. Monthly Department Reports: Police, Finance & 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 the May River Watershed Action Plan Advisory Committee's Recommendation for Town Council to Pursue a New Memorandum of Agreement with Beaufort County for Implementation of the May River Watershed Action Plan Throughout the May River Watershed. - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
4. Kids to Parks Day Proclamation - Mayor Larry Toomer
5. Historic Preservation Month Proclamation - Mayor Larry Toomer
6. Building Safety Month Proclamation - Mayor Larry Toomer

XI. EXECUTIVE SESSION

1. Legal and Personnel Matters Relating to the Receipt of Legal Advice Regarding Police Department Expert Review (Pursuant to SC Freedom of Information Act 30-4-70[a] [1],[2])
2. Personnel Matters Relating to Town Manager Annual Review (Pursuant to SC Freedom of Information Act 30-4-70[a][1])

XII. ACTION FROM EXECUTIVE SESSION

XIII. ADJOURNMENT

NEXT MEETING DATE: TUESDAY, JUNE 11, 2024

"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

April 09, 2024

I. CALL TO ORDER

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

PRESENT
Mayor Larry Toomer
Mayor Pro-Tempore Dan Wood
Councilmember Fred Hamilton
Councilmember Brigette Frazier
Councilmember Emily Burden

II. PLEDGE OF ALLEGIANCE AND INVOCATION

The Pledge of Allegiance and Invocation were led by Mayor Pro-Tempore Wood.

III. ADOPTION OF THE AGENDA

Motion made by Councilmember Frazier, Seconded by Mayor Pro-Tempore Wood to adopt the agenda as presented.

IV. ADOPTION OF THE MINUTES

A motion made by Councilmember Hamilton, Seconded by Councilmember Frazier to approve the Regular Meeting Minutes of 03/12/2024 as submitted.

V. PRESENTATIONS, CELEBRATIONS, AND RECOGNITIONS

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

   Mayor Larry Toomer, on behalf of Town Council, honored Avery DeHaan from Red Cedar Elementary for the character trait of honesty and integrity.

2. Fair Housing Month Proclamation – Mayor Larry Toomer

   Mayor Toomer, on behalf of Town Council, presented this proclamation to Kevin Icard, Director of Growth Management.

3. Arbor Day Proclamation - Mayor Larry Toomer

   Mayor Toomer, on behalf of Town Council, presented this proclamation to members of the Town's Beautification Committee.

4. Child Abuse Prevention and Awareness Month Proclamation - Mayor Larry Toomer

   Mayor Toomer, on behalf of Town Council, presented this proclamation to Charmian Hedrick (CAPA) & Sally McAlister (Hopeful Horizons)

5. 2024 SC Chef Ambassador Leslie Rohland - Mayor Larry Toomer

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Mayor Toomer, on behalf of Town Council, presented this proclamation to Leslie Rohland, owner of The Cottage and other food businesses, honoring her as one of three 2024 "SC Chef Ambassadors" for the state.

6. Don Ryan Center for Innovation Update - David Nelems, CEO

   David Nelems, Chief Executive Officer of The Don Ryan Center for Innovation, presented Town Council with a department update. The Don Ryan Center is the Town's economic development department.

7. Destination Marketing Organization Annual Marketing Plan, Report of Progress and Actions - Ariana Pernice, Vice-President Visitor & Convention Bureau, Hilton Head Island-Bluffton Chamber of Commerce

   Destination Marketing Organization Annual Marketing Plan, Report of Progress and Actions by Hilton Head Island-Bluffton Chamber of Commerce was postponed until a later date.

VI. PUBLIC COMMENT

Sharon Brown - 163 Buck Island Road - Ms. Brown spoke of the legal matter regarding Councilmember Frazier and of racial injustices within the community.

Shauntel Richardson - 7 Albert Green Ln - Ms. Richardson recommended changing the time of the Town Council meeting. She also inquired about the engineering plans and permits filed through the Town for existing projects.

VII. COMMUNICATIONS FROM MAYOR AND COUNCIL

Councilmember Burden stated she has had a great first month serving on Council. She expressed gratitude to everyone that has supported and helped her thus far.

Councilmember Hamilton stated there is an open-door policy for Council and Town staff. He advised should there be an issue to discuss, the first point of contact is Town Manager, Mr. Steese. If someone is not satisfied with communications, contact Councilmember Hamilton and he will reach out to address the concern for resolution.

Councilmember Wood spoke regarding the recent upgrade of DuBois Park and advised a job well done.

VIII. WORKSHOP AGENDA ITEMS

No Workshop Agenda Items

IX. PUBLIC HEARING & FINAL READING

1. Consideration of an Ordinance for Certain Amendments to the Town of Bluffton Code of Ordinances Chapter 23 – Unified Development Ordinance, Including Amendments to Article 3 – Application Process, Sec. 3.13 (Development Surety and Stormwater Surety), Sec. 3.14 (Certificate of Construction Compliance), Sec. 3.18 (Certificate of Appropriateness-Historic District), Sec. 3.19 (Site Feature-Historic District Permit); and, Sec. 3.25 (Designation of Contributing Resources); Article 4 – Zoning Districts, Table 4.3 (Uses by District); Article 5 – Design Standards, Sec. 5.10 (Stormwater); 5.11 (Parking); and, Sec. 5.15 (Old Town Bluffton

Historic District); and, Article 9 – Definitions and Interpretations, Sec. 9.2 (Defined Terms) – Public Hearing and Final Reading – Kevin Icard, Director of Growth Management

Motion made by Mayor Pro-Tempore Wood, Seconded by Councilmember Frazier to approve Certain Amendments to the Town of Bluffton Code of Ordinances Chapter 23 – Unified Development Ordinance as submitted.

Town Council unanimously approved the Second and Final Reading of this ordinance.

X. FORMAL AGENDA ITEMS

1. Consideration of an Ordinance to Amend Chapter 26 – Traffic and Motor Vehicles, Article VII. Towing and Wrecker Services to Provide Clarifications and Updates to the Maximum Fees – Second and Final Reading – Chief Joe Babkiewicz, Bluffton Police Department

   Motion made by Hamilton, Seconded by Mayor Pro-Tempore Wood to approve the amendments to the Town of Bluffton Code of Ordinances, Chapter 26 – Traffic and Motor Vehicles, Article VII – Towing and Wrecker Services with the following changes having been made from the First Reading:
   Removal of Section 26-173.G Personnel and Operations – the requirement for adequate background checks on drivers has been removed from the Ordinance.
   Section 26-174.B. Holding and Releasing of Vehicles states, "Towing Companies must accept forms of payment other than cash at the point of transaction." Tow companies must accept alternate forms of payment, including cash at the point of transaction.
   Update Section 26-177.A. Schedule of Fees for Rotation List Services to lower Law Enforcement Requested Tows Exceeding One Hour from $200 to $150; and, lower Tows Exceeding one hour from $60 to $50 per half hour.

   In a 4 to 1 vote, Town Council approved the Second and Final Reading of this Ordinance after reducing some of the fees. Voting Yea: Mayor Pro-Tempore Wood, Councilmember Frazier, Councilmember Hamilton, and Councilmember Burden. Voting Nay: Mayor Toomer

2. Consideration of an Ordinance to Approve an Amendment to the Town of Bluffton Zoning Map to Rezone Certain Real Property Owned by Cornerstone Church of Bluffton and Lalie Ann Mole Consisting of Approximately 43.31 Acres, More or Less, Located at 11 Grassey Lane and 21 Lake Lane and identified as Beaufort County Tax Map Nos. R610 036 000 0014 0000 and R610 036 000 014B 0000 from PUD Zoning to a mix of Agricultural Zoning and Rural Mixed Use Zoning - First Reading - Kevin Icard, Director of Growth Management

   Motion made by Mayor Pro-Tempore Wood, Seconded by Councilmember Hamilton to approve the amendment to the Town of Bluffton Zoning Map to rezone certain real property owned by Cornerstone Church of Bluffton and Lalie Ann Mole, located at 11 Grassey Lane and 21 Lake Lane from PUD Zoning to a mix of Agricultural Zoning and Rural Mixed Use Zoning as presented in the First Reading.

   Town Council unanimously approved the First Reading of this Ordinance.

3. Consideration of an Ordinance to Amend Certain Sections of the Town of Bluffton's Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance, Article 5 – Design Standards, Sec. 5.4 (Wetlands) and Sec. 5.10 (Stormwater); and, Article 9 – Definitions and

Interpretations, Sec. 9.2 (Defined Terms). First Reading - Kevin Icard, Director of Growth Management

Motion made by Mayor Pro-Tempore Wood, Seconded by Councilmember Frazier to approve the amendments to the Town of Bluffton Code of Ordinances Chapter 23 – Unified Development Ordinance, including Article 5 – Design Standards, Sec. 5.4 (Wetlands) and Sec. 5.10 (Stormwater); and Article 9 – Definitions and Interpretation, Sec. 9.2 (Defined Terms) as recommended by the Planning Commission with staff revisions.

Town Council unanimously approved the First Reading of this Ordinance.

4. Approval to Authorize a Task Authorization to J. Bragg Consulting, Inc. for Engineering Services related to the Comprehensive Drainage Plan Improvements Project (Fiscal Impact: $231,107.04) - Kimberly Washok-Jones, Director of Projects and Watershed Resilience

   A motion made by Mayor Pro-Tempore Wood, Seconded by Councilmember Hamilton to approve a Task Authorization to J. Bragg Consulting, Inc. for Engineering Services related to the Comprehensive Drainage Plan Improvements Project as presented.

   Town Council unanimously approved the authorization of this contract.

5. Approval to Authorize a Contract Amendment with DH Abney for Site Development Construction of the New River Linear Trail Parking Lot Amenities Project (Fiscal Impact: $129,338) - Kimberly Washok-Jones, Director of Projects and Watershed Resilience

   A motion made by Councilmember Burden, Seconded by Mayor Toomer to approve a Contract Amendment with DH Abney for Site Development Construction of the New River Linear Trail Parking Lot Amenities Project as presented.

   Town Council unanimously approved this contract amendment.

6. Consideration of a Proposed Lighting Agreement with Dominion Energy for the Wharf Street Lighting Project (Fiscal Impact: $153,648.58 over a 10-year term) - Kimberly Washok-Jones, Director of Projects and Watershed Resilience

   A motion made by Councilmember Hamilton, Seconded by Councilmember Frazier to approve the Proposed Lighting Agreement with Dominion Energy for the Wharf Street Lighting Project as presented.

   Town Council unanimously approved this agreement.

XI. CONSENT AGENDA ITEMS

Motion made by Councilmember Hamilton, Seconded by Councilmember Frazier to approve the Consent Agenda Items as presented.

Town Council unanimously approved this motion.

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

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3. Consideration of a Resolution to Affirm the Continued Dedication of the Town of Bluffton to Fair Housing Principles and Regulations Established by the State of South Carolina and the United States Federal Government – Kevin Icard, Director of Growth Management
4. Consideration of a Resolution Approving the Town of Bluffton Assessment District Roll for Tax Year 2024 - Heather Colin, Assistant Town Manager
5. Consideration of a Resolution to Accept the Buckwalter Access Management Plan for Phase 2, Lake Point Drive to Barton's Run Crossing - Heather Colin, Assistant Town Manager
6. Consideration of a Proposed Lighting Agreement with Dominion Energy for the Boundary Street Lighting Project (Fiscal Impact: $26,425.36 over a 10-year term) - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
7. Approval to Authorize a Lighting Agreement with Dominion Energy for the New Riverside Village Park Project (Fiscal Impact: $65,664.69 over a 10-year term) - Kimberly Washok-Jones, Director of Project and Watershed Resilience
8. Consideration of Planning Commission Recommendations for Fiscal Year 2025 Capital Improvement Program Projects Project Prioritization - Kimberly Washok-Jones, Director of Projects and Watershed Resilience

XII. EXECUTIVE SESSION

1. Discussions Relating to Arrangements for Proposed Land Acquisition in the Area of the Historic District and Buckwalter PUD (Pursuant to SC Freedom of Information Act 30-4-70 [a] [2])

XIII. ACTION FROM EXECUTIVE SESSION

Town Council took no votes nor action after Executive Session.

XV. ADJOURNMENT

Motion made by Mayor Pro-Tempore Wood, Seconded by Councilmember Hamilton to adjourn at 7:37PM.

_____

Larry C. Toomer, Mayor

Town of Bluffton, South Carolina

_____

Marcia Hunter, Town Clerk

Town of Bluffton, South Carolina

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TOWN COUNCIL

STAFF REPORT
Growth Management Department

MEETING DATE:	May 14, 2024
PROJECT:	Amendments to the Town of Bluffton's Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance, Article 5 – Design Standards, Sec. 5.4 (Wetlands) and Sec. 5.10 (Stormwater); and Article 9 – Definitions and Interpretation, Sec. 9.2 (Defined Terms) – Public Hearing & Final Reading
PROJECT MANAGER:	Kevin P. Icard, AICP Director of Growth Management

INTRODUCTION: As set forth in Section 3.5.2 of the Unified Development Ordinance (UDO), "an application for a UDO Text Amendment may be initiated by a Town of Bluffton property owner, Town Council, Planning Commission, or the UDO Administrator when public necessity, convenience, State or Federal law, general welfare, new research, or published recommendations on zoning and land development justifies such action." These amendments were initiated by the UDO Administrator.

REQUEST: The UDO Administrator requests approval of certain text amendments to the Town of Bluffton's Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance, Article 5 – Design Standards, Sec. 5.4 (Wetlands) and Sec. 5.10 (Stormwater); and Article 9 – Definitions and Interpretation, Sec. 9.2 (Defined Terms).

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the proposed text amendments with one change related to providing a reference date for the National Wetlands Inventory Map. See Attachment 2 for the proposed amendments.

Based on the Planning Commission's proposed recommendation, Town Staff updated the text to reflect the proposed changes.

BACKGROUND: In May of 2023, the U.S. Supreme Court ruled that certain wetlands are not waters protected by the federal Clean Water Act. The decision removed long-standing federal safeguards to ensure that wetlands are not polluted, drained or filled, thus leaving state and local governments to determine how to address the regulatory void. At present, the South Carolina Department of Health and Environmental Control (SCDHEC) is drafting regulations to protect the waters of the state. Since it is not known when SCDHEC will adopt new regulations, it is proposed that a 25-foot riparian buffer

be established adjacent to wetlands as a protective measure when land disturbance activity is proposed on a wetland or adjacent to a wetland. The National Wetlands Inventory Map would be referenced to identify wetlands. All vegetation within the buffer would have to be retained, and no utilities could locate in the buffer unless the UDO Administrator rules that it is not feasible to locate the utility elsewhere. A definition of "wetlands" is also proposed.

REVIEW CRITERIA & ANALYSIS: When assessing an application for UDO Text Amendments, Town Council is required to consider the criteria set forth in UDO Section 3.5.3, Application Review Criteria. These criteria are provided below, followed by a Finding.

1. **Section 3.5.3.A.** Consistency with the Comprehensive Plan or, if conditions have changed since the Comprehensive Plan was adopted, consistency with the overall intent of the Plan, recent development trends and the general character of the area.

   Finding. The proposed amendments are consistent with Comprehensive Plan policies for stormwater management.

2. **Section 3.5.3.B.** Consistency with demographic changes, prevailing economic trends, and/or newly recognized best planning practices.

   Finding. The proposed amendments support best-planning practices for stormwater management.

3. **Section 3.5.3.C.** Enhancement of the health, safety, and welfare of the Town of Bluffton.

   Finding. The proposed amendments support the general welfare of the Town and its residents.

4. **Section 3.5.3.D.** Impact of the proposed amendment on the provision of public services.

   Finding. The proposed amendments have no relationship to this criterion.

5. **Section 3.5.3.E.** The application must comply with applicable requirements in the Applications Manual.

   Finding. The application complies with all applicable requirements of the Applications Manual.

NEXT STEPS:

UDO Text Amendment Procedure	Date	Complete
Step 1. Planning Commission Public Hearing and	March 27, 2024	✓
Step 2. Town Council – 1st Reading	April 9, 2024	✓
Step 3. Town Council Meeting – Final Reading	May 14, 2024	✘

TOWN COUNCIL ACTIONS: As granted by the powers and duties set forth in Sec. 2.2.6.C.4 of the UDO, Town Council has the authority to take the following actions with respect to this application:

1. Approval of the application as submitted;

2. Approval of the application with amendments; or

3. Denial of the application as submitted by the Applicant.

ATTACHMENTS:

1. Presentation
2. Proposed Ordinance (Amendments)
3. Suggested Motion

Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Amendments to the Town of Bluffton's Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance, Sec. 5.4 (Wetlands), Sec. 5.10 (Stormwater) and Sec. 9.2 (Defined Terms).

Presentation to Town Council
May 14, 2024
Public Hearing and Final Reading
Department of Growth Management
Kevin Icard, AICP

Changes Since First Reading?

No changes are proposed to the amendments approved by Council at First Reading (April 9, 2024).

Motion

*"I move to **Approve** the following amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance: Article 5 – Design Standards, Sec. 5.4 (Wetlands) and Sec. 5.10 (Stormwater); and, Article 9 – Definitions and Interpretation, Sec. 9.2 (Defined Terms)."*

Background

- **Purpose of Amendments:** To establish a 25-foot buffer adjacent to wetlands.

- To protect wetlands from pollution, filling and draining, the proposed amendments are intended to address the regulatory void caused by the U.S. Supreme Court (SCOTUS) decision to limit federal protections of certain wetlands previously provided under the Clean Water Act (CWA).

- SCOTUS ruled that waters regulated by the CWA must have a “continuous surface connection” to lakes and rivers that affect interstate commerce. Intermittent and ephemeral streams may not be protected as they are not "relatively permanent, standing or continuously flowing bodies of water."

- Addition of a definition of “wetlands” will ensure that areas where there is a “prevalence of vegetation typically adapted for life in saturated soil conditions“ are protected.

Overview of UDO Amendments

- **Sec. 5.4 (Wetlands):** Provide a cross-reference to Sec. 5.10 (Stormwater)
- **Sec. 5.10.7 (Stormwater, Buffer):** New section to require a 25-foot minimum undisturbed buffer adjacent to wetlands boundary (may be greater if required by OCRM).
- **Sec. 9.2 (Defined Terms):** Definition of wetlands provided.

Text Amendment Review Criteria

1. **<u>Section 3.5.3.A</u>. Consistency with the Comprehensive Plan or, if conditions have changed since the Comprehensive Plan was adopted, the consistency with the overall intent of the Plan, recent development trends and the general character of the area.**

   The proposed amendments are consistent with Comprehensive Plan policies for stormwater management.

2. **<u>Section 3.5.3.B.</u> Consistency with demographic changes, prevailing economic trends, and/or newly recognized best planning practices.**

   The proposed amendments support best-planning practices for stormwater management.

3. **<u>Section 3.5.3.C.</u> Enhancement of the health, safety, and welfare of the Town of Bluffton.**

   The proposed amendments support the general welfare of the Town and its residents.

4. **<u>Section 3.5.3.D.</u> Impact of the proposed amendment on the provision of public services.**

   The amendment has no relationship to this criterion.

5. **<u>Section 3.5.3.E.</u> The application must comply with applicable requirements in the Applications Manual.**

   Complies.

Town Council Action

As granted by the powers and duties set forth in Section 2.2.6.C.4 of the UDO, Town Council has the authority to take the following actions with respect to this application:

1. Approve the application as submitted;

2. Approve the application with amendments; or

3. Deny the application as submitted.

Next Steps

UDO Text Amendment Procedure	Date	Complete
Step 1. Planning Commission Public Hearing and Recommendation	March 27, 2024	✓
Step 2. Town Council – 1st Reading	April 9, 2024	✓
Step 3. Town Council Meeting – Public Hearing and Final Reading	May 14, 2024	✗

QUESTIONS & DISCUSSION

ORDINANCE NO. 2024 – _____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AMENDING THE TOWN OF BLUFFTON'S MUNICIPAL CODE OF ORDINANCES, CHAPTER 23, UNIFIED DEVELOPMENT ORDINANCE, ARTICLE 5 – DESIGN STANDARDS, SEC. 5.4 (WETLANDS) AND SEC. 5.10 (STORMWATER); AND ARTICLE 9 – DEFINITIONS AND INTERPRETATION, SEC. 9.2 (DEFINED TERMS)

WHEREAS, the Town of Bluffton desires to improve the general safety, welfare, health and properties of the citizens of the Town of Bluffton; and,

WHEREAS, to establish the necessary provisions to accomplish the above, the Town of Bluffton has authority to enact resolutions, ordinances, regulations, and procedures pursuant to South Carolina Code of Laws 1976, Section 5-7-30; and,

WHEREAS, the Town of Bluffton's Town Code and Ordinances provide guidance and requirements for development within the Town of Bluffton through regulations set forth to protect and promote the health, safety, and welfare of the Town's citizens, as espoused through the provisions of the Town of Bluffton Comprehensive Plan and as authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, Title 6, Chapter 29 of the Code of Laws for South Carolina; and

WHEREAS, the Town of Bluffton Town Council adopted the aforementioned standards, which are known as the Unified Development Ordinance, Chapter 23 of the Code of Ordinances for the Town of Bluffton, South Carolina on October 11, 2011 through Ordinance 2011-15; and

WHEREAS, the Unified Development Ordinance unifies the subdivision, land use, development/design regulations, as well as the Old Town Bluffton Historic District Code into a single set of integrated, updated, and streamlined standards; and

WHEREAS, the 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 changes as deemed appropriate; and,

WHEREAS, the Strategic Plan for Fiscal Years 2023-24 ("Strategic Plan") serves as a road map for activities and initiatives to implement the Town's Vision and Mission Statement to ensure that Bluffton is poised to capitalize on opportunities that advance key goals, which includes amendments to the Unified Development Ordinance to support these goals; and

WHEREAS, the Town of Bluffton Town Council desires to amend the Unified Development Ordinance, Article 5 – Design Standards, Sec. 5.4 (Wetlands) and Sec. 5.10 (Stormwater); and Article 9 – Definitions and Interpretation, Sec. 9.2 (Defined Terms) to provide a 25-foot buffer adjacent to wetlands.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, the Town hereby amends the Code of Ordinances for the Town of Bluffton, Chapter 23, Unified Development Ordinance as follows:

SECTION 1. AMENDMENT. The Town of Bluffton hereby amends the Code Ordinances for the Town Of Bluffton, South Carolina by adopting and incorporating certain amendments to Chapter 23 – Unified Development Ordinance, including amendments to the following sections: Article 5 – Design Standards, Sec. 5.4 (Wetlands) and Sec. 5.10 (Stormwater); and Article 9 – Definitions and Interpretation, Sec. 9.2 (Defined Terms) as shown on Exhibit A attached hereto and fully incorporated herein by reference.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3. ORDINANCE IN FULL FORCE AND EFFECT. This entire Ordinance shall take full force and effect upon adoption.

DONE, RATIFIED AND ENACTED this _____ day of _____, 2024.

This Ordinance was read and passed at first reading on **April 9, 2024**.

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

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

A public hearing was held on this Ordinance on **May 14, 2024.**

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

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

This Ordinance was passed at second reading held on **May 14, 2024**.

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

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

EXHIBIT A

Sec. 5.4 Natural Resources: Wetlands

No provisions of this Ordinance shall be construed to relieve the Applicant or Property Owner from the requirement to obtain permits from the United States Army Corps of Engineers and/or the State of South Carolina, as applicable, prior to the commencement of any land disturbance activity within the boundaries of a wetland or wetland buffer. See Section 5.10.7 for specific wetland buffer requirements.

Sec. 5.10. Stormwater

Sec. 5.10.1 – 5.10.6.

No changes.

Sec. 5.10.7. ~~Violations, Enforcement, and Penalties~~ Wetland Buffer

~~The Town is authorized to enforce the provisions of this Article as described in Article 8, Penalties and Enforcement. Any action or inaction that violates the provisions of this Article or Design Manual requirements shall be subject to enforcement actions. Any such action or inaction that is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief.~~ This Section shall apply to all building, development, redevelopment, and site alteration on any land located on or immediately adjacent to any wetlands as shown on: (a) the National Wetlands Inventory Map; (b) a wetland exhibit prepared by and certified as accurate by a professional environmental consultant, which shall be dated within twelve (12) months of the date of the application; or, (c) a set of drawings sealed by a South Carolina Registered Land Surveyor, which shall be dated within twelve (12) months of the date of the application. No provisions of this Ordinance shall be construed to relieve the Applicant or Property Owner from the provisions of Section 5.4.

A wetland buffer shall be established for all building, development, redevelopment, or site alteration when the land on which the action is adjacent to wetlands.

Wetland Buffers shall comply with the following:

A. For any land disturbance activity, a 25-foot minimum undisturbed buffer shall be established adjacent to a wetland unless a larger buffer is required by OCRM. The buffer shall be measured from the edge of the wetland.
B. All vegetation within the wetland buffer shall be retained, including but not limited to groundcover, shrubs and trees.
C. Utilities shall not be located within the wetland buffer; provided, however, the UDO Administrator shall have the discretion to approve encroachments into the wetland and/or wetland buffer if the applicant provides reasonable evidence that any impacts to the buffer and/or wetland have been avoided or minimized to the fullest extent practicable.

Sec. 5.10.8 – Violations, Enforcement, and Penalties

The Town is authorized to enforce the provisions of this Article as described in Article 8, Penalties and Enforcement. Any action or inaction that violates the provisions of this Article or Design Manual requirements shall be subject to enforcement actions. Any such action or inaction that is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief.

Sec. 9.2 Defined Terms

Wetlands: Any areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Suggested Motion

Approval of Certain Amendments to the Town of Bluffton's Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance, including Article 5 – Design Standards, Sec. 5.4 (Wetlands) and Sec. 5.10 (Stormwater); and Article 9 – Definitions and Interpretation, Sec. 9.2 (Defined Terms) - First Reading

*"I move to **Approve** the following amendments to the Town of Bluffton Code of Ordinances Chapter 23 – Unified Development Ordinance: Article 5 – Design Standards, Sec. 5.4 (Wetlands) and Sec. 5.10 (Stormwater); and Article 9 – Definitions and Interpretation, Sec. 9.2 (Defined Terms)."*

TOWN COUNCIL

STAFF REPORT
Department of Growth Management

MEETING DATE:	May 14, 2024
PROJECT:	ZONE-02-24-018921 A request by Nathan Sturre of Sturre Engineering on behalf of the property owners Cornerstone Church of Bluffton and Lalie Ann Mole, for approval of an amendment to the Town of Bluffton Zoning Map to rezone two (2) parcels from Planned Unit Development (PUD) to a mix of Agricultural (AG) and Rural Mixed Use (RMU). The subject parcels consist of approximately 43.31 acres and are identified by tax map numbers R610 036 000 0014 0000 and R610 036 000 014B 0000 located south of May River Road approximately 600 feet east of Stardust Lane.
PROJECT MANAGER:	Kevin Icard, Director of Growth Management

REQUEST: The Applicant, Nathan Sturre of Sturre Engineering, on behalf of the property owners Cornerstone Church of Bluffton and Lalie Ann Mole, is requesting approval of a Zoning Map Amendment. The two subject parcels total +/- 43.31 acres and are identified by Beaufort County Tax Map Numbers R610 036 000 0014 0000 and R610 036 000 014B 0000 (Attachment 2).

The Applicant is requesting an amendment to the Official Zoning Map for the Town of Bluffton to rezone the two (2) parcels from Planned Unit Development (PUD) to a mix of Agricultural (AG) and Rural Mixed Use (RMU) zoning designations. The subject properties are currently zoned Planned Unit Development (PUD) and regulated by the Mindstream Academy Planned Unit Development (Attachment 3).

INTRODUCTION: The Applicant proposes to rezone the southern portion of Parcel R610 036 000 0014 0000 (11 Grassey Lane) to the AG zone district. Due to the proximity of the northern portion of 11 Grassey Lane to the May River Road (SC 46) corridor, the Applicant proposes to subdivide this +/- 7.0 acres into its own parcel zoned RMU. The Applicant also proposes to rezone the 2.1-acre Parcel R610 036 000 014B 0000 (21 Lake Lane) to the AG zone district (Attachment 4). The application includes a Use Comparison Table that provides a comparison of uses allowed under the currently zoned Mindstream PUD and the proposed zone districts (Attachment 5).

BACKGROUND: Initially approved by Beaufort County and developed in accordance with Beaufort County's Zoning and Development Standards Ordinance (ZDSO), the properties contains approximately 98,000 square feet of existing buildings, which include an equestrian center, dormitory building, maintenance facility, multiple classrooms, and several accessory structures. In addition to these buildings, a 7.87-acre pond, several pasture areas, outdoor gathering spaces, and numerous significant trees are located throughout the site.

On July 20, 2010, Bluffton Town Council approved the Annexation Petition, Tulfinney PUD Zoning Map Amendment, and associated Initial Master Plan with the following conditions:

- Phase 1 can operate under the current business structure using the existing structure up to 32 occupants;

- Phase 2 (future development) land use and density program will be determined upon a Planning Commission meeting and a Neighborhood meeting prior to Town Council approval.

On April 12, 2011, after having held the required meetings, Town Council approved the now renamed Mindstream Academy PUD Zoning Map Amendment and Initial Master Plan as presented. The approved master plan included a Future Development Plan Exhibit (Attachment 6).

As a requirement for this zoning map amendment request, a Planning Commission Workshop was held on February 28, 2024. At the March 27, 2024, Planning Commission meeting the request was heard as a public hearing item and for consideration of a recommendation to Town Council. As of March 19, 2024, Town Staff has received six (6) public comment inquiries (Attachment 9).

PLANNING COMMISSION RECOMMENDATION: The Town of Bluffton Planning Commission voted unanimously at the March 27, 2024, meeting to recommend to Town Council to approve the Cornerstone Church Campus Zoning Map Amendment.

TOWN COUNCIL FIRST READING: Town Council voted to approve the ordinance on first reading at the April 9, 2024, Town Council meeting. There have been no changes to the request since the first reading approval by Town Council.

REVIEW CRITERIA & ANALYSIS: The Planning Commission and Town Council shall consider the criteria set forth in Section 3.4.3 of the Unified Development Ordinance in assessing an application for a Zoning Map Amendment. The applicable criteria are provided below followed by Staff Finding(s) based upon review of the application submittals to date. Pages 8-10 of the narrative submitted with the Applicant's Zoning Map Amendment application includes a section that describes compliance with the below referenced review criteria 1-5 (Attachment 2).

1. **Section 3.4.3.A. Consistency with the Comprehensive Plan or, if conditions have changed since the Comprehensive Plan was adopted, consistency with the overall intent of the Comprehensive Plan, recent development trends and the general character of the area.**

   Finding. The request is consistent with Blueprint Bluffton, The Town's Comprehensive Plan.

   The Future Land Use Plan presented in the Comprehensive Plan identifies the subject properties as Residential Estate uses (Attachment 7). As described in the Comprehensive Plan, this category is intended to maintain existing rural character, decrease environmental impacts, and reduce traffic volumes.

2. **Section 3.4.3.B. Capability of the site's physical, geological, hydrological and other environmental features to support the breadth and intensity of uses that could be developed in the proposed zoning district.**

   Finding. The site can support the breadth and intensity of uses that could be developed in the proposed zoning district.
   The requested rezoning restricts uses permitted in the Rural Mixed Use (RMU) Zone District to a 7.0-acre section that fronts on May River Road. The remainder of the subject parcels will be within the Agricultural (AG) Zone District (Attachment 4). Per the Town's Unified Development Ordinance (UDO) the character of the RMU Zone District is "low-intensity, mixed-use development", and the character of the AG Zone District is "Agricultural; rural residential at very low densities".

   Furthermore, a Use Comparison Table provided by the Applicant demonstrates that the requested zone districts represent a significant down-zoning from the uses currently allowed in the Mindstream PUD (Attachment 5). It should also be noted that all the permitted uses allowed under the Mindstream PUD are allowed anywhere within the areas identified as "undeveloped land" on the Mindstream Future Development Map (Attachment 5).

3. **Section 3.4.3.C. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning districts in terms of suitability of location, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, ability to develop adjacent properties under existing zoning, and potential influence on property values.**

   Finding. The potential uses allowed in the proposed zoning districts are compatible with surrounding uses and zoning districts in terms of suitability of location, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, ability to develop adjacent properties under existing zoning, and potential influence on property values.

   The rear 36.3 acres, representing over 83% of the subject property, is restricted to the AG Zone District. Uses allowed within this district have minimal impacts regarding environment, noise, density, nature of use, and aesthetics. The remainder of the subject property is located nearest May River Road and is restricted to uses allowed within the RMU Zone District. Similarly, uses allowed within this district have minimal impacts regarding environment, noise, density, nature of use, and aesthetics. Some of the uses currently allowed within the Mindstream PUD, such as grocery stores and vehicle sales, are not allowed in either of the proposed zone districts.

   A Traffic Impact Study prepared in October 2023 is included as part of this zoning map amendment request (Attachment 8). Section 5 of the traffic study provides summary findings and recommendations based on build-out traffic volumes of the church and a day care. Based on the anticipated build out volumes, a left-turn lane and right-turn lane are warranted and recommended along SC 46 at Meadow Drive. The mainline of the existing intersection of SC 46 & Meadow Drive is expected to operate adequately with the

proposed project in the 2025 Build conditions. The Meadow Drive approach is expected to experience delays; however this is typical of minor approaches of two-way stop-controlled intersections. Consistent with the Town's development process, any future developed proposed within the RMU Zone District would require a similar traffic impact study based on anticipated traffic volumes.

4. **Section 3.4.3.D. Capacity of public infrastructure and services to sufficiently accommodate all potential uses allowed in the proposed district without compromising the public health, safety and welfare of the Town of Bluffton.**

   Finding. Public infrastructure and services are sufficient to accommodate all potential uses allowed in the proposed zone districts without compromising the public health, safety, and welfare of the Town of Bluffton.

   The existing infrastructure including Dominion Energy electric service, Hargray Communications service, private well and private septic system are adequate to serve the proposed Religious Assembly use for the site. Any future development would be required to meet applicable BJWSA sewer and water requirements. Currently, BJWSA infrastructure is available for the site along Stardust Lane, located approximately 1,000 feet north of the front proposed RMU acreage and approximately 3,200 feet north of the back proposed AG acreage.

5. **Section 3.4.3.E. Public need for the potential uses permitted in the requested zoning district.**

   Finding. There is public need for the potential uses permitted in the requested zone districts.

   The Current Growth Framework Map presented in the Comprehensive Plan identifies the subject properties as being situated along a Character Preservation Corridor (May River Road) and between two "place types"; a Town Center Node located at the Okatie Highway/May River Road intersection, and a Rural Crossroad Node located at the Gibbet Road/May River Road intersection (Attachment 10). 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." The requested AG and RMU zone districts support the preservation of existing rural corridors and gateways by limiting future development to a short list of rural-type uses.

   In addition, Cornerstone Church offers numerous community recreation and institutional opportunities which will be a direct benefit to the community. Cornerstone Church has adamantly planned through this process to provide regular community events and opportunities for the adjacent property owners to also enjoy and utilize the property.

6. **Section 3.4.3.F. The application must comply with applicable requirements in the Applications Manual.**

   Finding. The application has been reviewed by Town Staff and has been determined to be complete.

TOWN COUNCIL ACTION: Town Council has the authority to take the following action:

- Approve the application as submitted by the Applicant; or
- Deny the application as submitted by the Applicant.

Zoning Map Amendment Procedure	Step Completed	Date Completed
Step 1. Pre-Application Meeting	✓	June 6, 2023
Step 2. Application Check-In Meeting	✓	January 31, 2024
Step 3. Planning Commission Workshop	✓	February 28, 2024
Step 4. Planning Commission Public Hearing and Recommendation	✓	March 27, 2024
Step 5. Town Council Ordinance 1st Reading	✓	April 9, 2024
Step 6. Town Council Public Hearing and Ordinance 2nd/Final Reading	✓	May 14, 2024

ATTACHMENTS:

1. Town Council Presentation
2. Application and Project Narrative
3. Zoning Map
4. Proposed Zoning
5. Use Comparison Table
6. Mindstream PUD Future Development Plan
7. Future Land Use Map
8. Traffic Impact Study - October 2023
9. Public Comment Received
10. Growth Framework Map
11. Zoning Map Amendment Ordinance
12. Suggested Motion

A request by Nathan Sturre for approval of an Amendment to the Town of Bluffton Zoning Map to rezone two (2) parcels from Planned Unit Development (PUD) to a mix of Agricultural (AG) and Rural Mixed Use (RMU) - Second and Final Reading

PUBLIC HEARING

Presentation to Town Council
May 14, 2024
Department of Growth Management
Kevin P. Icard, AICP

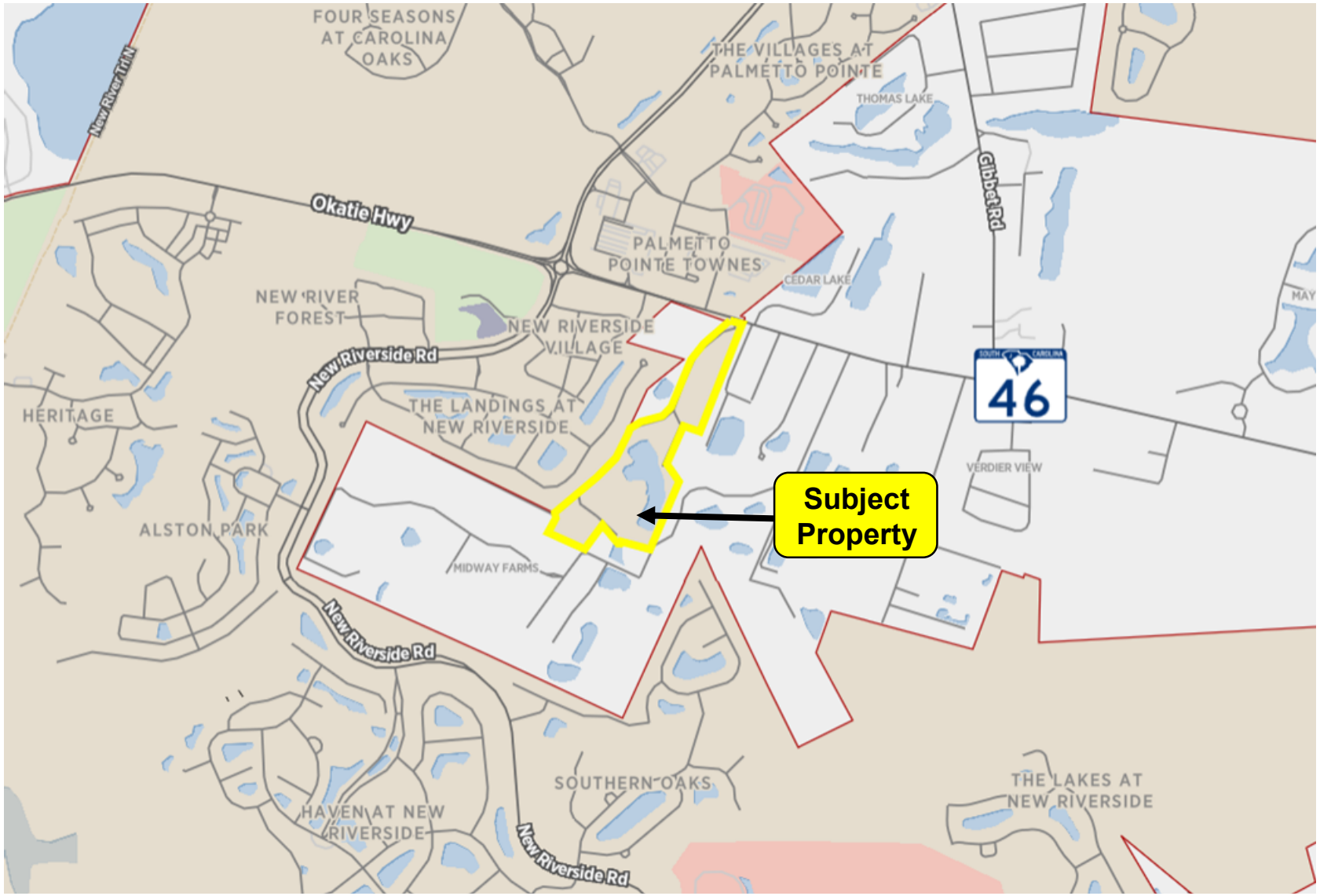
Applicant Request

- The Applicant, Nathan Sturre of Sturre Engineering, on behalf of the property owners Cornerstone Church of Bluffton and Lalie Ann Mole, is requesting approval of an amendment to the Town of Bluffton Zoning Map.

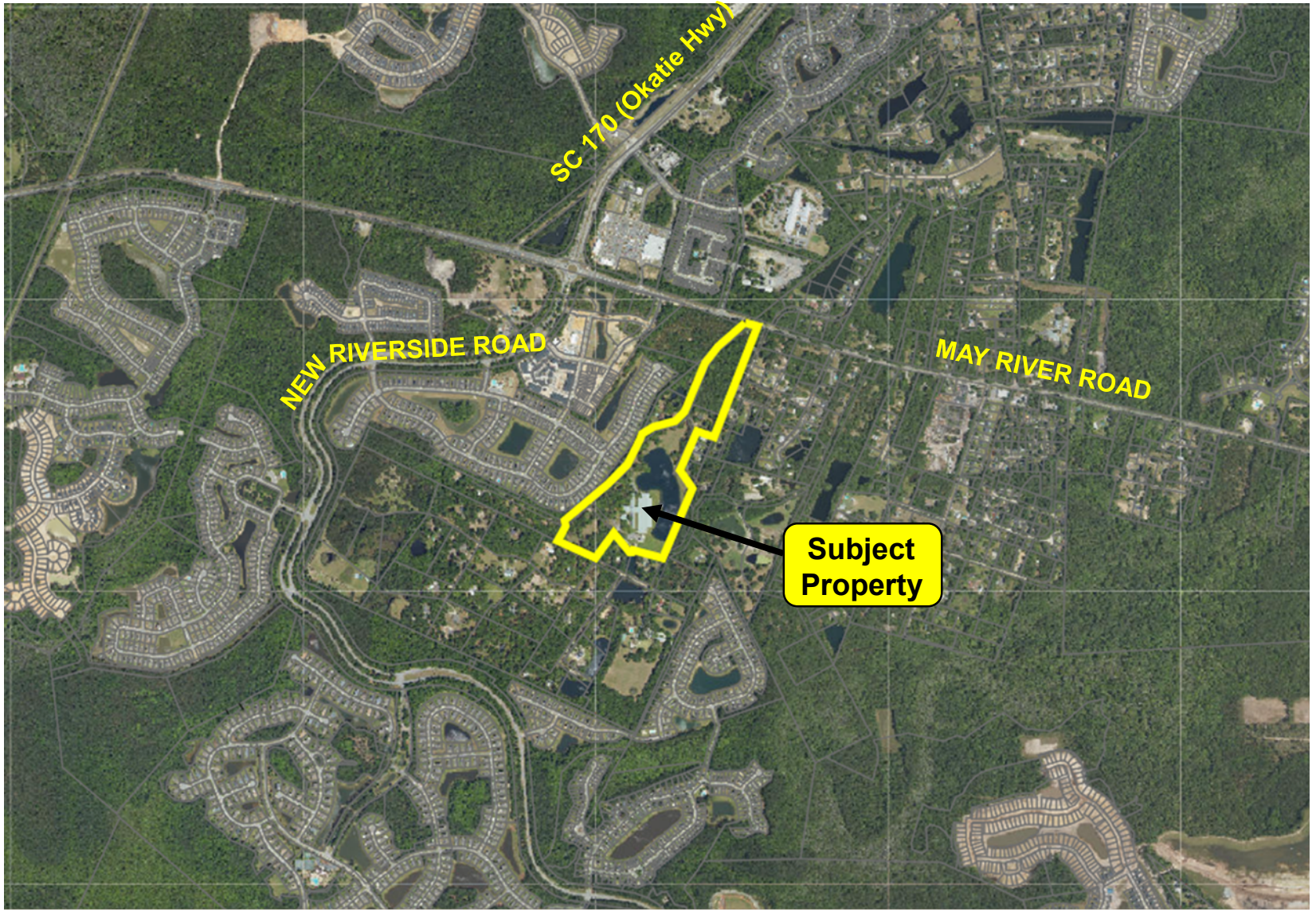
- The two subject parcels total +/- 43.31 acres and are identified by Beaufort County Tax Map Numbers R610 036 000 0014 0000 (11 Grassey Lane) and R610 036 000 014B 0000 (21 Lake Lane). The parcels are contiguous and located south of May River Road approximately 600 feet east of Stardust Lane.

- The Applicant is requesting an amendment to the Official Zoning Map for the Town of Bluffton to rezone the two (2) parcels from the Planned Unit Development (PUD) zoning designation to a mix of Agricultural (AG) and Rural Mixed Use (RMU) zoning designations.

Project Location



Project Location



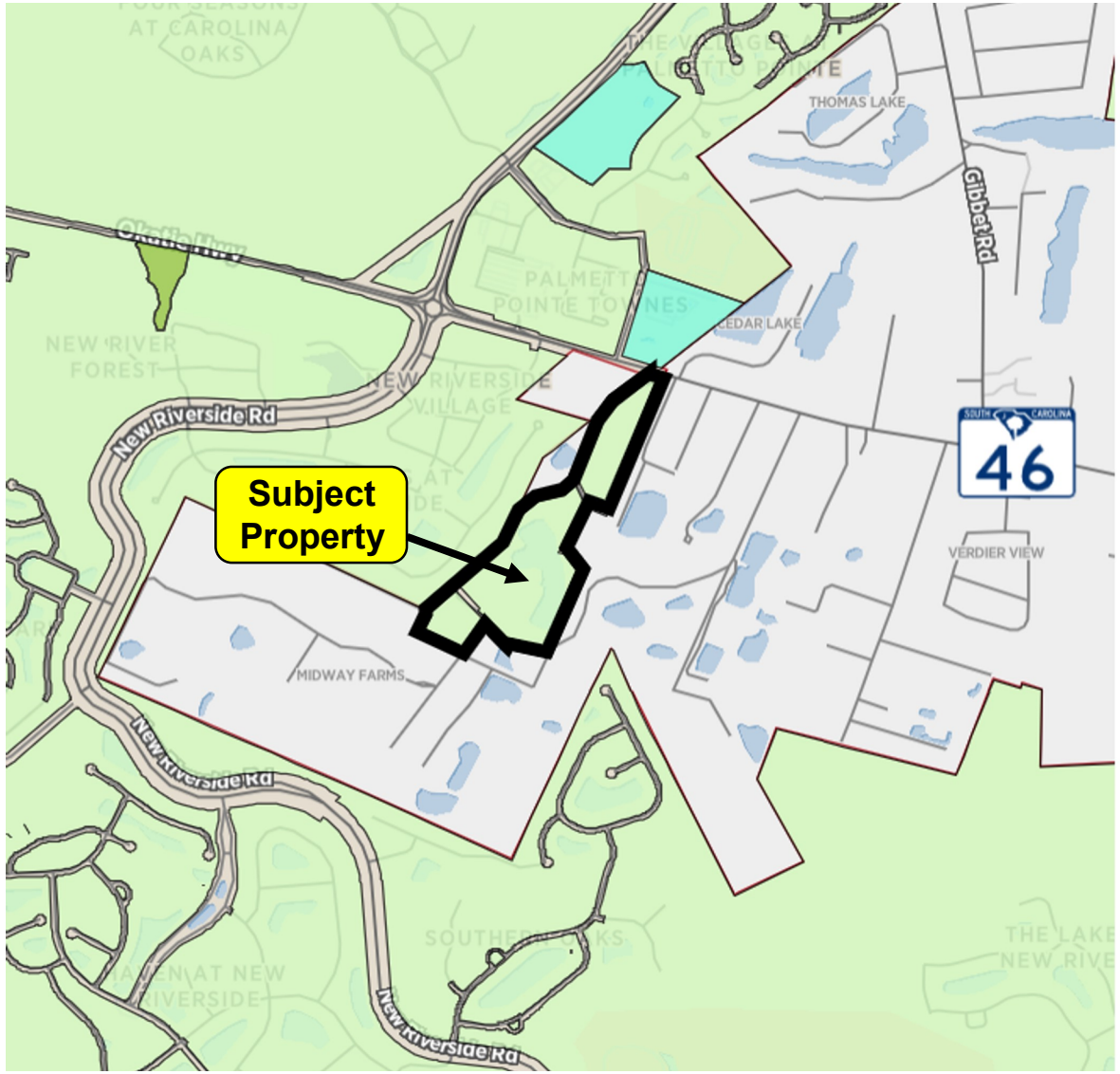
Project Description and Background

- The subject properties were initially approved by Beaufort County and developed in accordance with Beaufort County's Zoning and Development Standards Ordinance (ZDSO). On April 12, 2011, Town Council approved the Mindstream Academy PUD Zoning Map Amendment and Initial Master Plan as presented.

- The properties contain approximately 98,000 square feet of existing buildings, including an equestrian center, dormitory building, maintenance facility, multiple classrooms, and several accessory structures.

- First Reading of this ordinance was approved at the April 9, 2024, Town Council meeting.

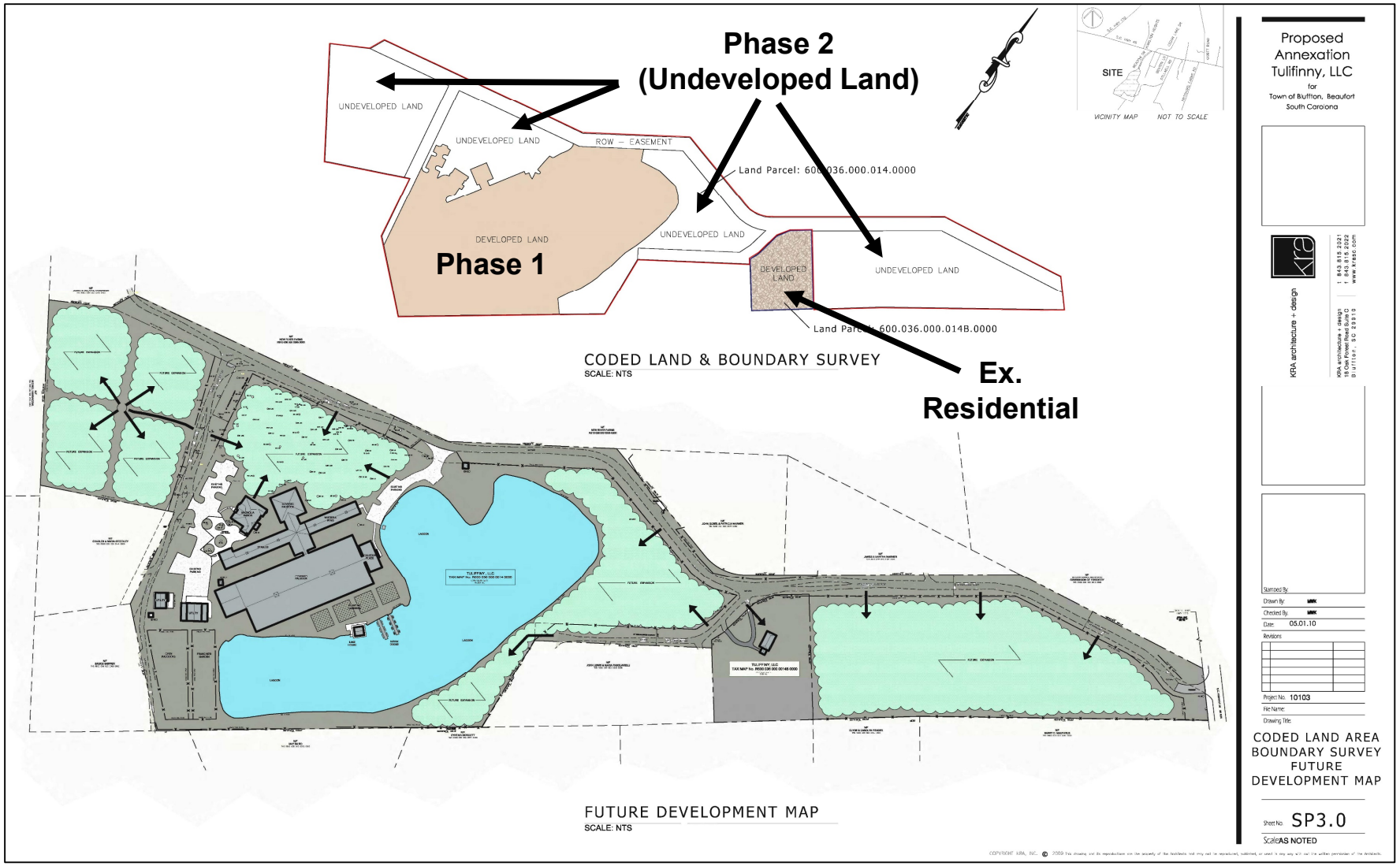
Existing Zoning



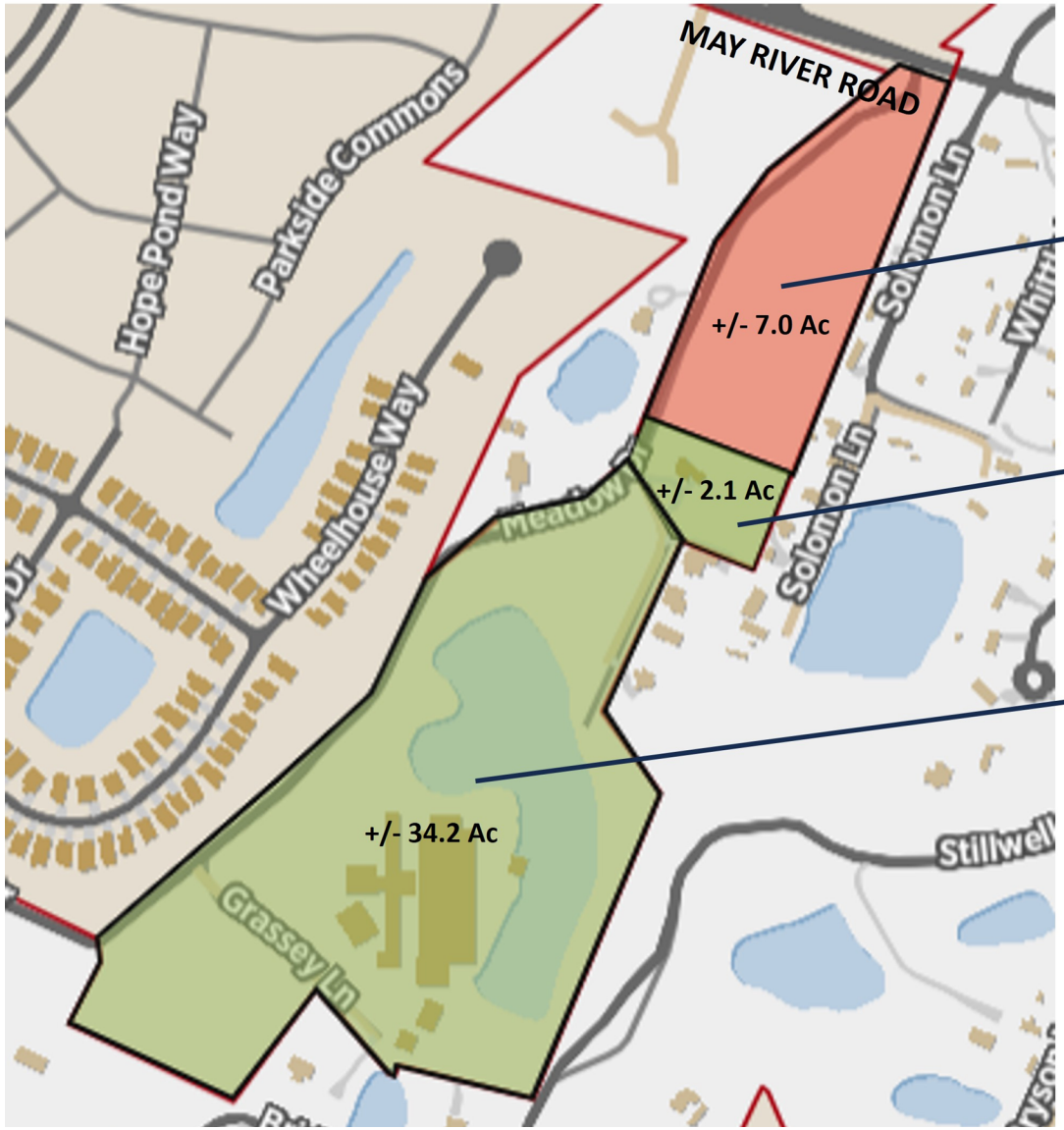
Bluffton Zoning Districts

- PRESERVE
- AGRICULTURE
- RURAL MIXED USE
- RESIDENTIAL GENERAL
- NEIGHBORHOOD CORE
- GENERAL MIXED USE
- LIGHT INDUSTRIAL
- PLANNED UNIT DEVELOPMENT
- RIVERFRONT EDGE-HD
- NEIGHBORHOOD CONSERVATION-HD
- NEIGHBORHOOD GENERAL-HD
- NEIGHBORHOOD CENTER-HD
- NEIGHBORHOOD CORE-HD

PUD Future Development Map (as approved)



Proposed Zoning

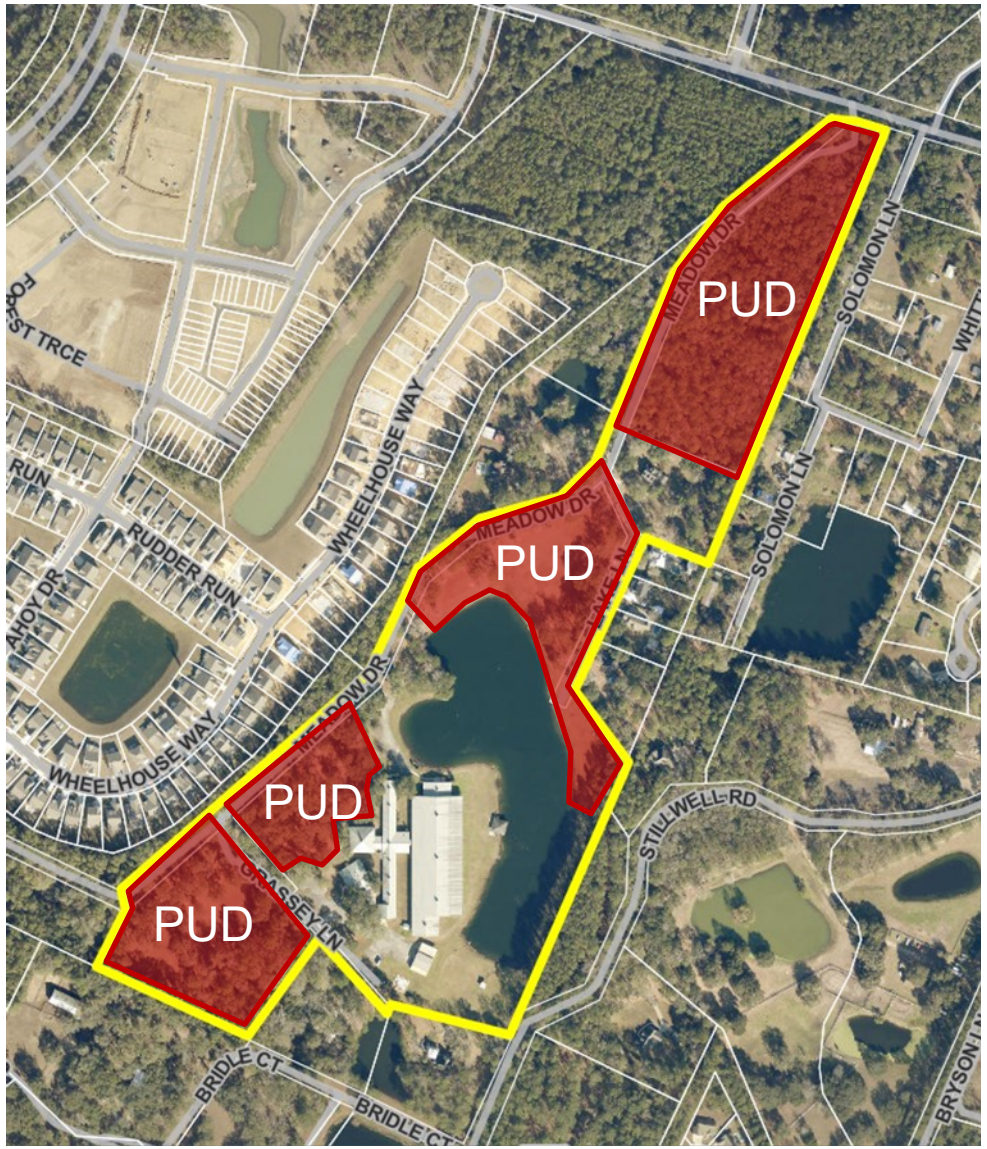


PROPOSED RURAL MIXED USE (RMU) ZONE DISTRICT
PORTION OF PARCEL
R610 036 000 0014 0000

PROPOSED AGRICULTURAL (AG) ZONE DISTRICT
PARCEL
R610 036 000 014B 0000

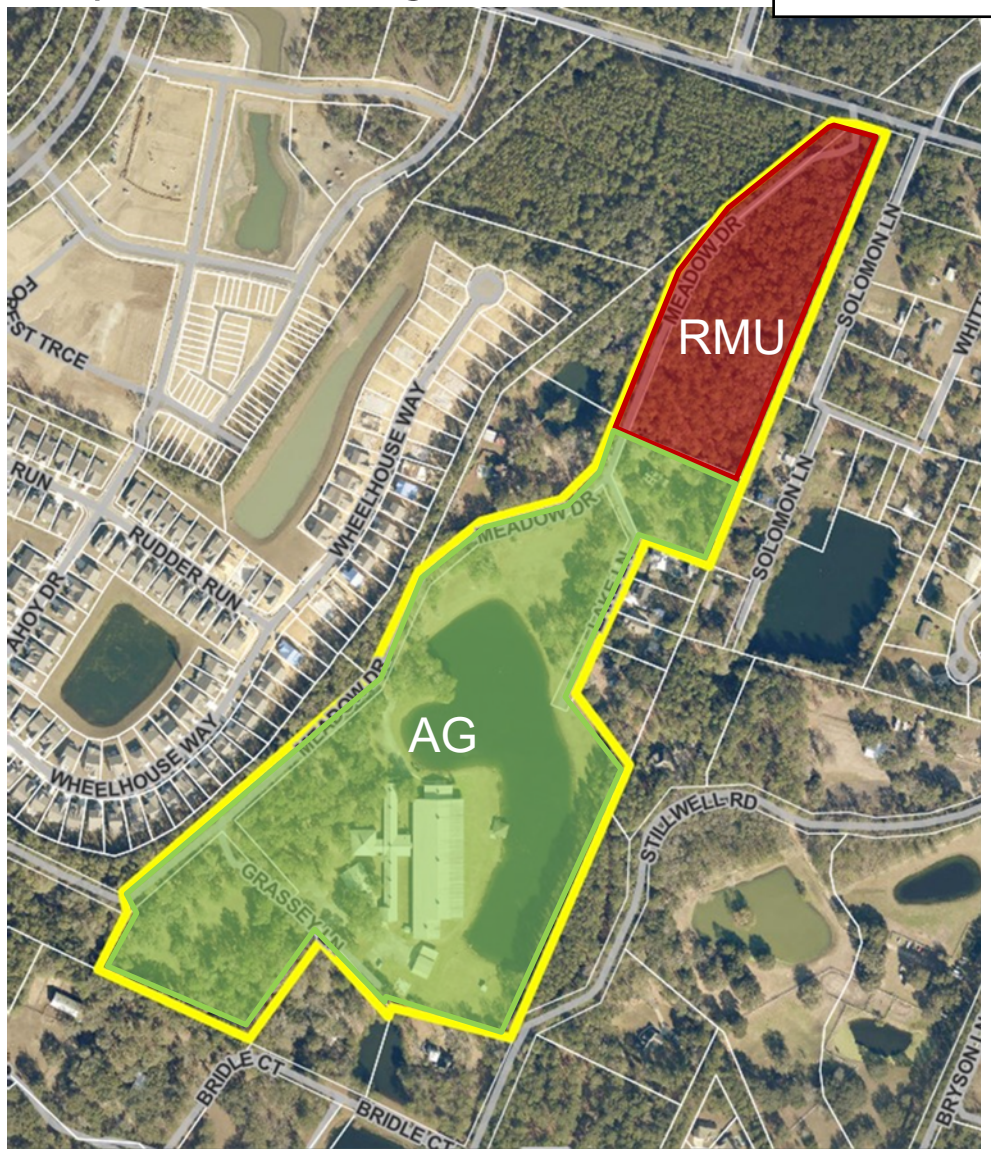
PROPOSED AGRICULTURAL (AG) ZONE DISTRICT
PORTION OF PARCEL
R610 036 000 0014 0000

Currently approved under PUD Zoning



Current location for all PUD permitted uses

Proposed Rezoning



Proposed location for AG and RMU uses

Zoning Intensity Comparison Table

Zone In Former Code	Zone in Community Development Code
Pritchardville CP	
CPD Community Preservation District	T2 Rural, T2 Rural Center, T3 Edge

Beaufort County

Zones Implementing Land Use
T1 Natural Preserve
T2 Rural
T2 Rural
T2 Rural-Low
T2 Rural Neighborhood
T2 Rural Neighborhood Open
T2 Rural Center
T3 Edge
T3 Hamlet Neighborhood
C4 Community Center Mixed Use
S1 Industrial
T3 Edge
T3 Hamlet Neighborhood
T3 Neighborhood
C3 Neighborhood Mixed Use
T3 Hamlet Neighborhood
T3 Neighborhood
T4 Hamlet Center
T4 Neighborhood Center

Lower-Intensity

Higher-Intensity

Town of Bluffton

Zoning District	District Character	Maximum Density
Preserve (PR)	Permanently preserved lands	N/A
Agricultural (AG)	Agricultural; rural residential at very low densities	1 dwelling unit per acre, non-residential density based upon the lot standards of *Article 5, Design Standards*
Rural Mixed Use (RMU)	Low-intensity, mixed-use development	Density based upon the lot standards of *Article 5, Design Standards*
Residential General (RG)	Moderate-density residential	4 dwelling units per acre, non-residential density based upon the lot standards of *Article 5, Design Standards*
Neighborhood Core (NC)	Moderate-intensity, mixed-use development	Density based upon the lot standards of *Article 5, Design Standards*
General Mixed Use (GM)	High-intensity, mixed-use development	Density based upon the lot standards of *Article 5, Design Standards*
Light Industrial (LI)	Primarily industrial-based employment centers	Density based upon the lot standards of *Article 5, Design Standards*

Use Comparison Table

Use Comparison Table
P = Permitted by right subject to general district standards C = Permitted subject to specific conditions and specific use standards SE = Permitted by special exception through a discretionary review process - = Prohibited use

Land Use	Mindstream PUD	AG	RMU
RESIDENTIAL USES			
Single-family Detached	P	P	P
Single-family Attached	-	-	P
Muli-Family	-	-	-
Accessory Dwelling Unit	P	C	C
Single-family Cluster	P	-	-
Family Compound	P	-	-
Planned Development	C	-	-
Group Home	P	-	-
Small Single-Family Affordable	C	-	-
Manufactured Home Community	C	-	-
Community Residence (dorms, Convents, assisted living, temporary shelters)	-	-	-
AGRICULTURE/CONSERVATION			
Agricultural Use and Structures	C	P	P
Animal Hospital, Veterinary Clinic, Kennel	C	-	SE
Horse Riding School, Horse Training Facility and/or Commercial Stables	C	P	P
Seafood/Shellfish Packaging/Processing	-	-	-
Forestry	P	-	-
Clearcutting	P	-	-
Aquaponics	-	-	-
Agricultural Support Services	-	-	-
Animal Production	-	-	-
Animal Production: Factory Farming	-	-	-
Seasonal Farmworker Housing	-	-	-

Land Use	Mindstream PUD	AG	RMU
COMMERCIAL SERVICES			
Outdoor Sales	P	C	C
Retail Businesses	C	-	P
Personal Service Establishments	C	-	P
Restaurant	C	-	C
Motor Vehicle Sales and Services	C	-	-
Fueling/Service Station including fuel pumps/Convenience Store	P	-	C
Car Wash	P	-	C
Tattoo/Body Art Parlor	-	-	-
Adult Oriented Business	-	-	-
Low Speed Recreational Vehicle Sales	-	-	-
Grocery Store up to 40,000 sf	C	-	-
Residential Storage Facility	C	-	-
Bar, Tavern, Nighclub	-	-	-
Drive-Through Facilities	-	-	-
LODGING			
Short-Term Rental	-	C	C
Homestay Rental (1-Bedroom)	-	P	P
Bed and Breakfast (2-5 Bedrooms)	SE	P	P
Inns (6-12 Bedrooms)	-	-	P
Inns (up to 24 Bedrooms)	-	-	-
Hotel (12 or More Bedrooms	-	-	-
Cottage Industry	-	-	-
Office			
Home Occupation	C	P	P
Professional Offices	C	-	P
Health/Human Care			
Family Day Care Home (6 or Less Children)	P	P	P
Group Day Care Home (7 to 12 Children)	P	P	P
Child Care Center (13 or More Children)	C	P	P
Hospitals	C	-	-
Medical Offices and Clinics	C	-	P
Nursing Homes and Long-Term Care	-	P	P

Land Use	Mindstream PUD	AG	RMU
RECREATION/ENTERTAINMENT			
Campgrounds and Recreational Vehicle Parks	P	P	-
Golf Course	P	P	-
Recreation Facility	P	C	C
Theaters and Auditoriums	-	-	-
CIVIC/INSTITUTIONAL			
Cemetery	C	P	P
Club, Lodge, Union Hall, or Social Center	C	-	P
Conference or Exhibition Center	C	-	-
Government Building	P	P	P
Parks	P	P	P
Museum	-	P	P
Religious Assembly	C	P	P
School	SE	P	P
Utilities	P	P	P
Recreational Institutional	P	-	-
Ecotourism	-	-	-
Detention Facility	-	-	-
Transportation, Terminal	-	-	-
Airport, Aviation Services	-	-	-
INDUSTRIAL			
Artisan Workshop	C	P	P
Concrete and Asphalt Plants	SE	-	-
Contractor's Office	P	-	C
Junk and Salvage Operations	-	-	-
Light Assembly/Fabrication	SE	-	-
Manufacturing	-	-	-
Manufacturing Storefront	-	-	C
Manufacturing Storehouse	-	-	-
Research and laboratory	-	C	C
Solid Waste Transfer Facility/Recycling Center	-	-	-
Telecommunications Towers	SE	C	C
Warehouse or Distribution Operation	-	-	-
Outdoor Maintenance/Storage Yard	-	-	-
Mining & Resource Extraction	-	-	-
Other			
Public and Private Parking Structures and Stand Alone Parking Lots	C	-	-
Christmas Tree Sales	P	-	-
Roadside Stand	P	-	-
Mobile Homes/Sales Office	P	-	-
Public Interest and Special Events	C	-	-

Planning Commission Recommendation

On March 27, 2024, the Town of Bluffton Planning Commission recommended to Town Council to approve the Cornerstone Church Campus Zoning Map Amendment.

Review Criteria – Zoning Map Amendment

1. Section 3.4.3.A. Consistency with the Comprehensive Plan or, if conditions have changed since the Comprehensive Plan was adopted, consistency with the overall intent of the Comprehensive Plan, recent development trends and the general character of the area.

2. Section 3.4.3.B. Capability of the site's physical, geological, hydrological and other environmental features to support the breadth and intensity of uses that could be developed in the proposed zoning district.

3. Section 3.4.3.C. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning districts in terms of suitability of location, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, ability to develop adjacent properties under existing zoning, and potential influence on property values.

4. Section 3.4.3.D. Capacity of public infrastructure and services to sufficiently accommodate all potential uses allowed in the proposed district without compromising the public health, safety and welfare of the Town of Bluffton.

5. Section 3.4.3.E. Public need for the potential uses permitted in the requested zoning district; and

6. Section 3.4.3.F. Compliance with applicable requirements in the Applications Manual.

Town Council Action

Town Council has the authority to take the following action:

1. Approve the application as submitted by the Applicant;
2. Deny the application as submitted by the Applicant.

Next Steps

Zoning Map Amendment	Date	Complete
Step 1. Pre-Application Meeting	July 6, 2023	✓
Step 2. Planning Commission Workshop	February 28, 2024	✓
Step 3. Planning Commission Public Hearing and Recommendation	March 27, 2024	✓
Step 4. Town Council Meeting – Ordinance 1st Reading	April 9, 2024	✓
Step 5. Town Council – Public Hearing & Ordinance 2nd and Final Reading	May 14, 2024	✓

QUESTIONS

TOWN OF BLUFFTON
ZONING MAP AMENDMENT APPLICATION

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

Applicant	Property Owner
Name: NATHAN STURES	Name: Cornerstone Church of Bluffton
Phone: 843.929.9432	Phone: 843.757.3472
Mailing Address: PO BOX 2227, BLUFFTON, SC 29910	Mailing Address: PO BOX 2540 Bluffton, SC 29910
E-mail: nathan@sturreengineering.com	E-mail: m.dewaney@gocornerstone.church
Town Business License # (if applicable): 02-23-04 76665	

Project Information

Project Name: Cornerstone Church Campus	Acreage: 43.31
Project Location: 11 Grassey Lane	Comprehensive Plan Amendment: ☐ Yes ☐ No
Existing Zoning: PUD	Proposed Zoning: RMU & AG
Parcel Number(s): 600-036-000-014B-0000 600-036-000-014-0000	

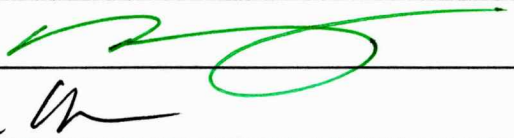
Project Description: THE PROPOSED ZONING MAP AMENDMENT INCLUDES THE REZONING OF 11 GRASSEY LANE & 21 LAKE LAND TO AGRICULTURE WITH THE FRONT 7.00 ACRE PARCEL BEING REZONED TO RURAL MIXED USE TO PROVIDE LOCAL COMMERCE OPPORTUNITIES ALONG THE HWY 46 CORRIDOR.

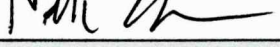
Minimum Requirements for Submittal

- ☒ 1. Digital files of the maps and/or plans depicting the subject property.
- ☒ 2. Project Narrative describing reason for application and compliance with the criteria in Article 3 of the UDO.
- ☐ 3. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton. TO BE PAID BY OWNER
- ☒ 4. Recorded deed and plat showing proof of property ownership.

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 application.**

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:  Date: 1/31/24

Applicant Signature:  Date: 2/2/2024

For Office Use

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

CORNERSTONE CHURCH

Application
for
Zoning Map Amendment

Town of Bluffton, SC

January 31, 2024

Submitted to:

Town of Bluffton
Department of Growth Management
20 Bridge Street
Bluffton, SC 29910

STURRE ENGINEERING

February 2, 2024

Mr. Kevin Icard
Town of Bluffton
20 Bridge Street
Bluffton, SC 29910
843.706.4529
kicard@townofbluffton.com

RE: Cornerstone (formerly MindStream)

Mr. Icard:

Enclosed please find the Application for a Zoning Map Amendment associated with the proposed Cornerstone Church Campus located at 11 Grassey Lane in the current Mindstream Academy PUD (formerly Tulifinny PUD). We are proposing rezoning of the site from PUD designation to a mix of Agriculture (AG) and Rural Mixed-Use (RMU) zoning designations to support the change of use of the site from a Substance Abuse Facility to a Religious Assembly use.

It is proposed to develop the church campus on the larger, southern portion of Parcel R610 036 000 0014 0000 (11 Grassey Lane) through an AG zoning designation. Due to the proximity of the northern portion of 11 Grassey Lane to the May River Road (SC 46) corridor, it is proposed to subdivide this 7.00 acres into its own parcel with a RMU designation. Additionally, it is proposed to rezone Parcel R610 036 000 014B 0000 (21 Lake Lane) to an AG zoning designation as it is most applicable to the current approved use for the site as low-density single-family residence.

As demonstrated in the provided Zoning Map Amendment Narrative, the proposed zoning districts are consistent with the current use of the property, proposed use of the property, adjacent lower density uses and zoning classifications, requirements set forth in the Town of Bluffton UDO Section 3.4, and the vision of the current Town of Bluffton Comprehensive Plan.

If you have any questions, please feel free to contact me any time.

Sincerely,

Nathan Sturre, P.E.
Sturre Engineering

January 31, 2024

Project Team:

Cornerstone Church is pleased to list the initial professional development team that have been contacted and consulted with regarding the Planned Unit Development (PUD) Zoning Map Amendment and Initial Master Plan application:

Applicant:	
Cornerstone Church	Mr. Mark DeVaney
Agent:	
Sturre Engineering	Mr. Nathan Sturre
Land Planning / Engineering:	
Sturre Engineering	Mr. Nathan Sturre
Architecture:	
McAbee Architects	Mr. David McAbee
Survey:	
Atlas Surveying	Mr. Jeremy Reeder

EXHIBITS:

A. Boundary Plat, Topographic Survey, Existing Utilities

B. Legal Description of Subject Property

C. Use Comparison Table

D. Ramey Kemp Associates Traffic Impact Study, Dated October 2023

I. Project Introduction

Cornerstone Church is proposing a 41.3-acre campus located in a rural and serene environment along the south side of SC Hwy 46 just east of the SC Hwy 46/SC Hwy 170 Roundabout. Cornerstone Church has been serving Bluffton for over 120 years. Founded in 1902 as Lawton Memorial Baptist Church, this faith community has expanded and grown over time. In 2022, Cornerstone Church expanded to two locations as it launched its Okatie campus with a desire to serve the expansive growth occurring in the Okatie/Hardeeville area. On average, every Sunday, the congregation has around 650 people gathering for worship, and overall about 1,200 different people gather throughout the month.

The leadership team at Cornerstone has spent the last several years trying to accommodate the need for additional parking and ministry space at the Old Town location and decided it would need to relocate at some point to accommodate the growth. The church entered into an agreement in January 2023 to sell its existing campus and purchase 41.3 acres at 11 Grassey Lane (Parcel No. R610 036 000 0014 0000) to relocate the Bluffton campus to a more expansive location.

Cornerstone serves Bluffton, Okatie, and the surrounding communities through various ministries. Detailed information for the various ministries can be found in the Cornerstone Church Program Overview section below.

A. Weekly Ministries
   a. Cornerstone Kids
   b. Cornerstone Students
   c. Cornerstone Young Adults
   d. Sonshine Preschool

B. Local Outreach
   a. Mobile Food Pantry
   b. School Serve Initiative
   c. Giving Tree
   d. Christmas Festival

C. Global Missions
   a. Costa Rica
   b. Ecuador
   c. Hungary
   d. Haiti
   e. Live Global
   f. South Africa

II. Existing Site Conditions

The property is bound by SC Hwy 46 to the north, single family residential properties and family compounds to the east and south, and New Riverside PUD to the west.

The site was originally permitted under 2 distinct phases with Phase I encompassing 21.90 acres, developed as the 15.94-acre commercial equestrian facility and 5.96-acre ROW-Easement. The original Phase I development consisted of 31% developed area and 69% open space. Phase II left the remaining 19.40 acres to be developed under a future phase at 20% developed and 80% open space to maintain a final buildout condition of 10.56 acres developed (26%) and 30.74 acres open space (74%) for Parcel R610 036 000 0014 0000.

Approximately 2.0 acres along Lake Lane was subdivided during Phase 1 as a single-family residential use. The new parcel was given the address of 21 Lake Lane and Parcel No. R610 036 000 014B 0000.

A. Boundary Plat

A Boundary Plat, Topographic Survey, Existing Utilities of the property is attached as **Exhibit A**.

B. Legal Description

A legal description of the site as described on the current property deeds are attached to the application as **Exhibit B**.

C. Delineated Wetlands

Wetlands delineation and verification shall be verified at the time of Development Permit Application. There are no known wetland areas on the site.

D. Drainage

Drainage for the existing development is currently being discharged to an onsite detention pond that has more than adequate capacity to control stormwater quantity leaving the site not only for the existing development, but also for future development.

As future development occurs, the existing drainage network is required to be analyzed to ensure that the system has adequate capacity and meets the requirements as set forth by South Carolina Department of Health and Environmental Control's Office of Coastal Resource Management (SCDHEC-OCRM).

E. FEMA Flood Zone

The property is in FEMA Flood Zone X, based on Community 050251, Map Number 45013C0405G.

F. Existing Infrastructure

The site is currently accessed through an existing dirt road that serves the campus as well as neighboring low density single family residential properties along Meadow Drive and Lake Lane. A 60-foot ingress/egress and utility easement runs throughout the entire property providing unfettered access to each parcel. The existing development currently has direct access to Highway 46. The roads and related improvements developed within the PUD shall initially be owned and maintained by the developer but may be conveyed to appropriate property owner associations in the future who will have assessment and lien rights sufficient to ensure their maintenance. These facilities may be, but are not required to be offered for public dedication in the future.

Per the approved PUD, as future development occurs on the site a traffic analysis is required to be completed using the latest edition of the Trip Generation Manual published by the Institute of Transportation Engineers to determine the peak morning and evening trip generation for the existing and proposed development using the access to Highway 46. Once the existing and proposed developments intended use reaches 100 peak hour trips then a full traffic study shall be completed meeting the requirements set forth by the Town of Bluffton and SCDOT.

Easements will be provided for utility facilities including but not limited to water distribution, wastewater collection, communications, electric power distribution, and natural gas. Potential utility routing is currently required to be routed through the existing access easement which runs throughout the entire property, providing unfettered access for applicable utility companies to maintain and access their infrastructure.

Water service is currently provided through an existing potable groundwater well. Fire protection is provided through pond hydrants around the existing structures as well as a small fire suppression system in the equestrian offices.

Sewer service is currently provided by a privately owned effluent pump station that discharges through an existing on-site nitrification field for treatment.

The stormwater management/drainage systems, and related improvements developed within the PUD shall initially be owned and maintained by the developer but may be conveyed to appropriate property owner associations in the future who will have assessment and lien rights sufficient to ensure their maintenance. This system and its constituent facilities will not be offered for public dedication in the future but will be connected to existing and future public drainage facilities and waterways.

G. Development Standards

The following development standards are currently approved based on the Mindstream Academy PUD which are loosely based on the standards previously established in the Pritchardville "Community Preservation" Beaufort County Zoning Development and Standards.

The intent of PUDs parking requirements is to encourage the balance between compact pedestrian-oriented development and necessary vehicle storage. The goal is to construct neither more nor less parking than needed. There shall be no minimum parking requirement. Instead, if additional parking is necessary in future phasing, the applicant shall provide a parking analysis justifying the proposed parking layout.

Table 1: Site Data Table

1.	Density:	Max. Gross	Max. Net
	a. Single-Family:	1.0 units per acre	1.66 units per acre
	b. Single-Family Cluster:	2.1 units per acre	3.80 units per acre
	c. Planned:	4.5 units per acre	6.10 units per acre
	d. Other Permitted Uses:	N/A	N/A
2.	Lot Area:	Min. Lot Area	Min. Lot Width
	a. Single-Family:	21,780 sf (0.5 ac)	150 feet
	b. Single-Family Cluster:	20 Acres	Lot Line or Village House
	c. Planned:	10 Acres	TBD
	d. Other Permitted Uses:	10,890 sf (0.25 ac)	50 feet

3. Maximum Building Height: 35 feet

4. Minimum Open Space (Full Build-out): 74%

5. Single-Family Use Setbacks:
   TO BE UPDATED WHEN APPROVED PUD IS RECEIVED FROM TOWN
   - Street Yard (Highway 46): 25 feet
   - Street Yard: 20 feet
   - Side Yard: 18 feet
   - Rear Yard: 20 feet

6. Other Permitted Use Setbacks:
   TO BE UPDATED WHEN APPROVED PUD IS RECEIVED FROM TOWN
   - Street Yard (Highway 46): 25 feet
   - Street Yard: 10 feet
   - Side Yard: 5 feet
   - Rear Yard: 50 feet

H. Existing Zoning Districts

The subject property was previously annexed into the Town of Bluffton with a PUD zoning designation which generally allows for flexibility in land planning for future development of the site. A PUD amendment application was submitted for the site to accommodate the proposed change in use, however through the PUD amendment process, it was determined that a Zoning Map Amendment was more in line with the Town of Bluffton's future growth vision for the area as identified in the current Comprehensive plan (Amended 12/9/2014), yet still met the needs of the church and desired future use of the property.

Shown below are the existing Zoning Designations for the site and adjacent properties. The site is generally bordered to the north by the May River Road (SC 46) right of way and a property zoned Rural Mixed Use (RMU). To the east by Unincorporated Beaufort County T3 Edge and Rural T2R zoning districts. To the south by Unincorporated Beaufort County Rural T2R zoning district.

Per the Town of Bluffton Unified Development Ordinance (UDO), the Rural Mixed Use (RMU) Zone is intended to be located at the intersections of rural crossroads to provide local commerce in a rural context that includes small scale retail, service and other similar business establishments that compliment agricultural uses and/or the natural environment. The regulations are designed to accommodate a mix of low-intensity uses that support this intent and accommodate business that primarily meet the needs of residents within the surrounding area and pass-by traffic.

Per the Beaufort County Development Manual, the Rural (T2R) Zone is intended to preserve the rural character of Beaufort County. This Zone applies to areas that consist of sparsely settled lands in an open or cultivated state. It may include large lot residential, farms where animals are raised or crops are grown, parks, woodland, grasslands, trails, and open space areas. The Edge (T3E) Zone is intended to reinforce established neighborhoods, to maintain neighborhood stability and provide a transition between the walkable neighborhood and Natural Preserves and Waterways.

Additional Zoning Districts in the vicinity are Beaufort County May River Community Preservation (MRCP) and Beaufort County Rural Center (T2RC). The MRCP District is intended to promote low intensity rural development patterns comprised primarily of residential uses; while encouraging and allowing more urban development to locate outside the district at either end of the corridor. The Rural Center (T2RC) Zone applies to areas that are In the immediate vicinity of a Rural Crossroads or other important rural intersections, where service and limited commercial uses can cluster in more closely spaced buildings of residential character.

Figure 1 below provides an overview of the existing zoning classifications within the vicinity of the Mindstream PUD. The Use Comparison Table provided as **Exhibit C** provides an overview of allowed uses in the existing zoning districts in comparison to the approved Mindstream PUD and proposed zoning districts. Additional information on the current zoning districts can be found in the **Town of Bluffton UDO Section 4.2** or **Beaufort County Development Manual Article 3.2 & Appendix A13**.

Figure 1 – Existing Zoning Districts

III. Zoning Map Amendment

The subject property was previously annexed into the Town of Bluffton with a PUD zoning designation which generally allows for flexibility in land planning for future development of the site. A PUD amendment application was submitted for the site to accommodate the proposed change in use, however through the PUD amendment process, it was determined that a Zoning Map Amendment was more in line with the Town of Bluffton's framework for future grown as identified in the current Comprehensive plan (Amended 12/9/2014), yet still met the needs of the church and desired future use of the property.

Cornerstone Church is proposing rezoning of the site from the current Mindstream PUD designation to a mix of Agriculture (AG) and Rural Mixed-Use (RMU) zoning designations to support the change of use of the site from a Substance Abuse Facility to a Religious Assembly use.

It is proposed to develop the church campus on the larger, southern portion of Parcel R610 036 000 0014 0000 (11 Grassey Lane) through an AG zoning designation. Due to the proximity of the northern portion of 11 Grassey Lane to the May River Road (SC 46) corridor, it is proposed to subdivide this 7.00 acres into its own parcel with a RMU designation. Additionally, it is proposed to rezone Parcel R610 036 000 014B 0000 (21 Lake Lane) to an AG zoning designation as it is most applicable to the current approved use for the site as low-density single-family residence.

A. Project Phasing

The site will be developed in phases as outlined below.

During the PUD amendment process, South Carolina Department of Transportation (SCDOT), Beaufort Jasper Water and Sewer Authority (BJWSA), and Town of Bluffton, SC requested coordination with the property owner of 76 May River Road (Parcel R600 036 000 0013 0000) to accommodate a shared access drive, in line with Stardust Lane, north of May River Road (SC 46), as well as coordinating joint improvements to May River Road to accommodate acceleration, deceleration and turn lanes along May River Road required for the development of both properties.

BJWSA requested this partnership as an opportunity to loop a waterline off the distribution main in the southern SC 46 R/W rather than tying into smaller infrastructure located approx. 3,200 feet north of the proposed church campus. Another potential benefit of this partnership would be in providing additional discharge locations for the proposed sanitary sewer.

The following phasing outline assumes development of the 7 acres fronting May River Road and routing of public water and sewer infrastructure to the site will be completed in the future as partnership opportunities with adjacent property owners present themselves. Or when public infrastructure is required for development of the front Cornerstone acreage based on any potential future use.

1. Rezoning and Subdivision of Mindstream PUD to Agriculture and Rural Mixed Use as described previously in **Section IV**.
2. Development of the larger, southern parcel into the Cornerstone Church Campus including but not limited to;
    a. Church campus and 21 Lake Lane to remain on private well and septic services until such a time as public infrastructure is required.
    b. Improved access drive per SCDOT and Town of Bluffton standards. Civil and Traffic Engineers to coordinate with regulatory agencies throughout the development process.
    c. Existing Paddocks to be enclosed to accommodate the Cornerstone Church Program as described in **Section V** below. This will include the main assembly hall, staff offices, classrooms, and outreach programs.
    d. Construction of parking facilities, stormwater infrastructure, and other site and utility improvements to support the Cornerstone Church operations.
3. Future development of any portion of the original Mindstream PUD will be done in accordance with the Town of Bluffton UDO, current at the time of development, per the applicable zoning districts.

B. Town of Bluffton UDO Section 3.4 Compliance

The Town of Bluffton UDO Section 3.4 presents criteria Planning Commission and Town Council will use to assess the Zoning Map Amendment application. The following section describes compliance with this assessment criteria.

1. Consistency with the Comprehensive Plan or, if conditions have changed since the Comprehensive Plan was adopted, consistency with the overall intent of the Comprehensive Plan, recent development trends and the general character of the area.

The Future Land Use Plan presented in the Town of Bluffton 2014 Comprehensive Plan (Comp Plan), identifies the Mindstream PUD property as a Residential Estate use. Per the Comp Plan, this category is intended to maintain existing rural character, decrease environmental impacts, and reduce traffic volumes. Furthermore, the placement of this category is intended to provide a logical step-down in development intensity from activity centers and corridors to the undisturbed natural environment along the community's waterways.

UDO **Section 4.2** provides the intent of the Agricultural and Rural Mixed Uses Zoning Districts which demonstrate conformance to the Comp Plan Residential Estate future land use. The intent of the AG district is to provide for agricultural, forestry, and low-density rural residential uses. The regulations are designed to conserve cultivated, forested, or pastoral land, and to discourage residential development. The district is also intended to provide for supporting uses associated with agricultural activities. The intent of the RMU district is to be located at the intersections of rural crossroads to provide local commerce in a rural context that includes small scale retail, service and other similar business establishments that compliment agricultural uses and/or the natural environment. The regulations are designed to accommodate a mix of low-intensity uses that support this intent and accommodate businesses that primarily meet the needs of residents within the surrounding area and pass-by traffic.

The intent of the proposed zoning districts fall directly in line with the Residential Estate use as they are aimed at maintaining a rural character, preserving land, discouraging large development, and the lower density uses will demand a reduced average daily traffic volume compared to the adjacent Town Center and Hamlet areas identified on **Figure 7.7** of the Comp Plan included below. The RMU zoning will help preserve the rural character of the May River Road corridor through the smaller scale retail and service uses as well as the enhanced SC 46 setback and buffer requirements presented in **Section II.G** above.

Additionally, the proposed zoning districts will provide the logical step-down in development intensity, which is the intent of the Residential Estate use, along the May River Road corridor from the Adjacent New River Village Town Center and Gibbet Road Hamlet/Rural Crossroad.

A traffic impact analysis was performed by a licensed Traffic Engineer to evaluate the impacts the proposed church activities would have on adjacent roadways and intersections. The results of this study are included as **Exhibit D**.

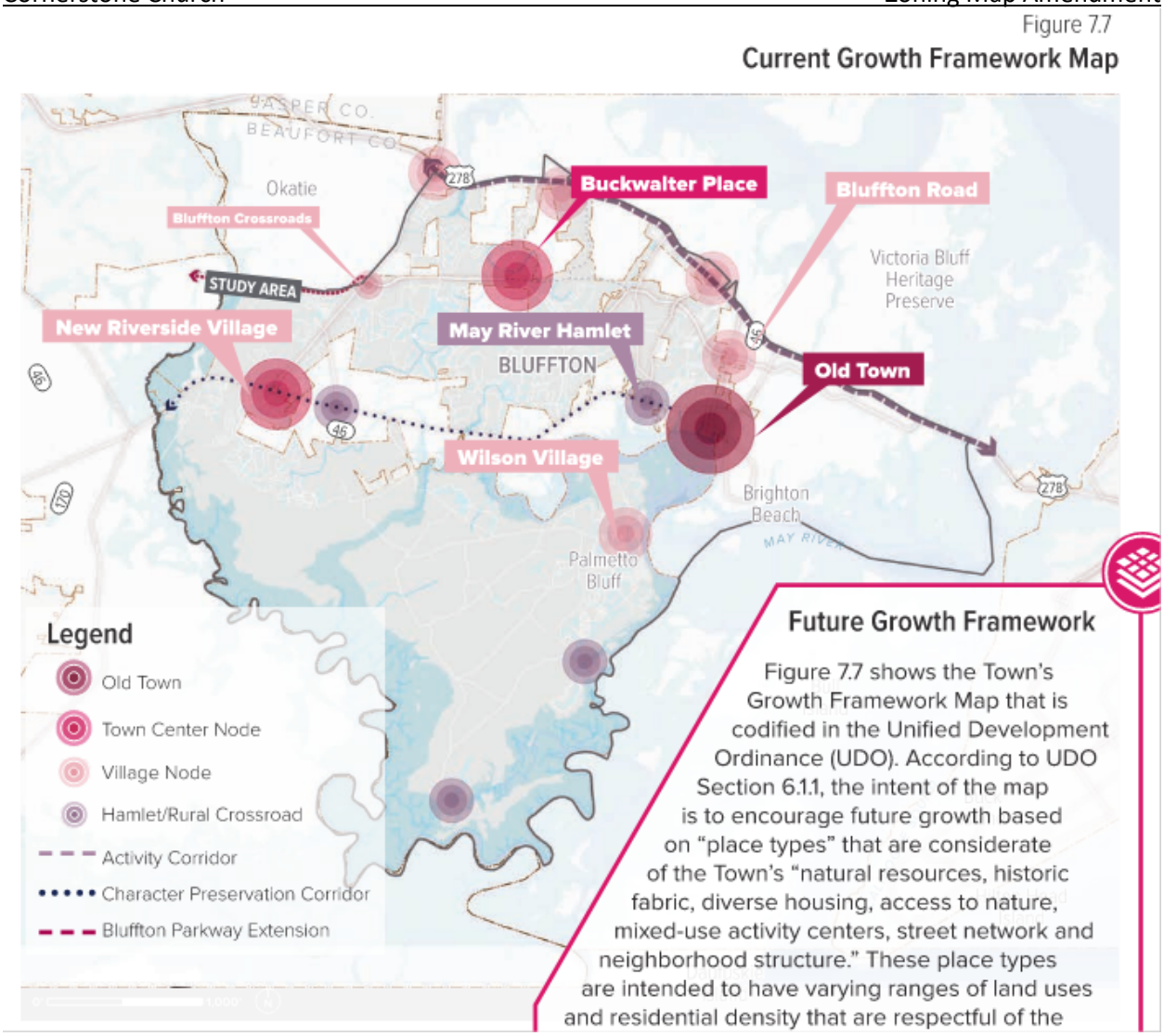


Figure 2 – Comprehensive Plan Figure 7.7 – Current Growth Framework Map

2. Capability of the site's physical, geological, hydrological and other environmental features to support the breadth and intensity of uses that could be developed in the proposed zoning district.

The site was previously developed under the Mindstream PUD to provide a rural and serene environment along the south side of SC 46. This was accomplished through the intent of maintaining enhanced open space areas and use of natural hydrology for the site to capture all runoff from the developed areas in a large stormwater detention facility. The pond provides both a beautiful rural farm pond aesthetic for the site and water quality benefits for downstream receiving waters. Excess runoff is detained in the pond allowing time for sediment and nutrient reduction through settlement, microbial decay, mixing and aeration through existing diffusers, irrigation re-use, evaporation, and other natural means of nutrient reduction.

The Cornerstone Church Campus will employ new stormwater facilities to intercept runoff from any newly developed areas upstream of the pond, reducing levels of sediment and nutrient loadings to the

pond below pre-development conditions. Cornerstone will fully comply with SCDHEC and SoLoCo water quality and quantity standards from the newly improved areas. Very well drained, sandy soils with a deep seasonal high groundwater were encountered during the geotechnical investigation completed by Whitaker Laboratories supporting the ability to capture and effectively treat runoff leaving the newly developed areas.

3. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning districts in terms of suitability of location, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, ability to develop adjacent properties under existing zoning, and potential influence on property values.

Exhibit C is provided to show a comparison of allowed uses in the currently approved Mindstream PUD and Town of Bluffton Agriculture and Rural Mixed Use Zoning Districts to all rural uses adjacent to and in the vicinity of the site. These Zoning Districts include Town of Bluffton Rural Mixed Use (RMU) and Beaufort County May River Community Preservation (MRCP), Rural (T2R), Rural Center (T2RC), and T3 Edge (T3E). A detailed description of each adjacent use is provided in **Section II.H** above.

As seen in **Exhibit C**, twenty-one (21) currently allowed uses for Mindstream PUD which are permitted or conditionally permitted will be removed for all or a portion of the property through the rezoning process. These removed uses are the major contributors to potential environmental, nuisance noise, traffic impacts, impacts to the rural aesthetic and would most significantly influence adjacent property values. These uses include but are not limited to Clearcutting, Motor Vehicle Sales and Service, Grocery Stores up to 40,000 square feet, Residential Storage Facilities, Hospitals, Conference or Exhibition Centers, Concrete and Asphalt Plants, Light Assembly/Fabrication, and Stand-Alone Parking Lots.

4. Capacity of public infrastructure and services to sufficiently accommodate all potential uses allowed in the proposed district without compromising the public health, safety and welfare of the Town of Bluffton.

The existing infrastructure including Dominion Energy electric service, Hargray Communications service, private well and private septic system are adequate to serve the proposed Religious Assembly use for the site. In the event larger water capacity is required for any future use prior to any joint ventures with adjacent property owners, BJWSA infrastructure is currently available for the site along Stardust Lane, located approximately 1,000 feet north of the front proposed RMU acreage and approximately 3,200 feet north of the back proposed AG acreage.

5. Public need for the potential uses permitted in the requested zoning district.

The proposed rezoning will help provide a buffer for existing residents in the lower-density zoning districts from the high-density New Riverside PUD areas. This benefits the public by helping step down the intensity to maintain the rural aesthetic in the area. The proposed rezoning offers numerous community recreation and institutional opportunities which will be a direct benefit to the community. Cornerstone Church has adamantly planned through this process to provide regular community events and opportunities for the adjacent property owners to also enjoy and utilize the property.

IV. Cornerstone Church Program Overview

Cornerstone Church has been serving Bluffton for over 120 years. Founded in 1902 as Lawton Memorial Baptist Church, this faith community has expanded and grown over time. In 2022, Cornerstone Church expanded to two locations as it launched its Okatie campus with a desire to serve the expansive growth occurring in the Okatie/Hardeeville area. On average, every Sunday, we have around 650 people gathering for worship, and overall about 1,200 different people gather throughout the month.

The leadership team at Cornerstone has spent the last several years trying to accommodate the need for more parking and ministry space at the Old Town location and decided it would need to relocate at some point to accommodate the growth. The church entered into an agreement in January 2023 to sell its existing campus and purchase 41.3 acres (11 Grassey Lane) to relocate the Bluffton campus to a more expansive location. Cornerstone serves Bluffton, Okatie, and the surrounding communities through various ministries.

Weekly Ministries

Cornerstone Kids offers weekly programming for children from Birth through Fifth Grade. In addition to weekly programming, children and their families have opportunities to participate in summer camps, holiday events, parenting classes, and service projects.

Cornerstone Students serve Sixth through Twelfth Graders through weekly programming. Additionally, students and their families are invited to participate in Winter and Fall retreats, Summer camps, international mission trips, and service projects.

Cornerstone Young Adults serve college and 20-somethings in the local area. They gather weekly to connect young adults in worship, relationship, and spiritual growth.

Sonshine Preschool is a faith-based, half-day preschool program offered by Cornerstone Church. They serve children from eighteen months through five years old (Pre-K). They offer a structured setting while using a curriculum that provides hands-on activities. Each classroom prepares children academically and socially for their next level of education. Sonshine Preschool has about 80 children each day with a total enrollment of 120.

Local Outreach

Our **Mobile Food Pantry** connects a Cornerstone member to a family in need. We serve upwards of 50 families every other week, delivering supplemental food, a connection to Cornerstone, and other resources of Beaufort County that may help ease some of the tension in their life. We are in the process of developing a Care Center where we will compassionately serve people through aid, resources, and education.

Through our **School Serve Initiative**, we serve 9 Beaufort County schools throughout the school year, encouraging over 1300 teachers each time we serve. We are an approved partner of the School District.

Every November we have a **Giving Tree** that our congregation is involved in. We purchase gifts for kids in need and are able to deliver them to the parents before Christmas so that the parents can gift them to the kids.

Christmas Festival - Every other year, beginning in 2016, we wanted to give back to the community and provide a free Christmas Festival celebrating the free gift that Jesus gave us! We have over 2000 people in attendance. We provide food, a live nativity, snow, sledding, inflatables, games, Santa, s'mores, and more!

Global Missions

We have six partners around the world that we support financially in addition to sending teams and resources throughout the year.

Costa Rica - Iglesia de la Ciudad is located in a low-income area and exists to meet the spiritual and practical needs of the people in Alajuelita, San José, Costa Rica since 2006. Miguel Alberto Rojas serves as Pastor. He and his wife, Karina are both natives of Alajuelita, Costa Rica.

Ecuador - Gary and Dena Pate are full-time independent missionaries. They have lived in Ecuador since 2014, and have worked in rural and remote villages, reaching the communities through Bible Clubs. They have recently moved and expanded the ministry to the Montañita area.

Hungary - Devin and Jessica Grome serve through the European Initiative (EI) in Budapest, Hungary. EI exists to bring the gospel to a lost Europe. They mobilize teams of Christians to partner with European churches and ministries on short-term mission trips.

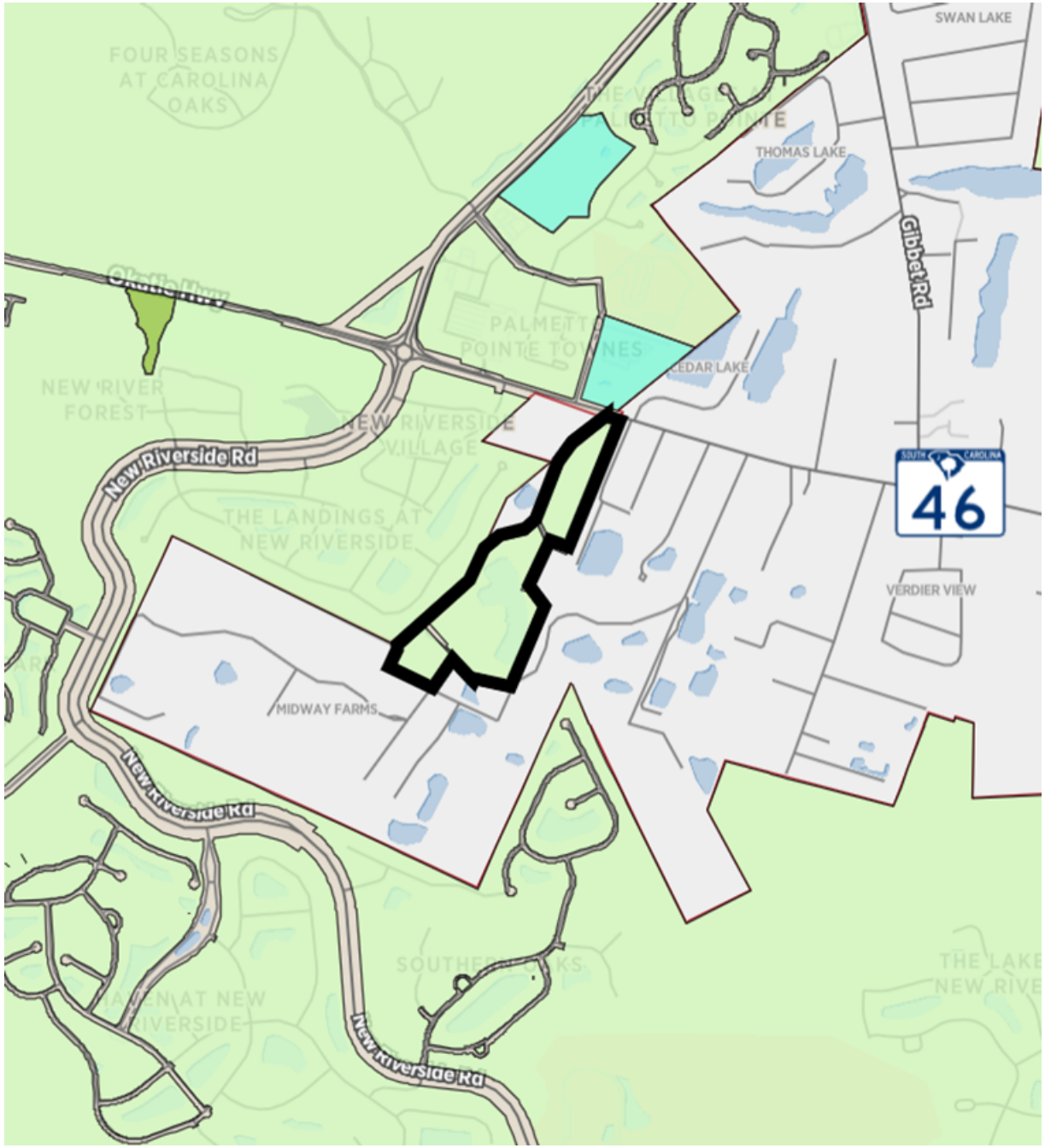
Haiti - International Christian Development Mission in Haiti exists to teach and preach the good news of Jesus Christ; to help impoverished people become self-supporting, and to educate and motivate children, youth, and adults. Pastor Ivan Pierre is the director of ICDM. He and his wife Myriam are both natives of Haiti.

Live Global - Matt and Jennifer Johnson are missionaries serving through Live Global. Live Global cultivates relationships between the North American church and ministries across the globe to multiply gospel impact on their communities and beyond.

South Africa - Philip and Maryna DeVries are missionaries serving through Life Community Services in George, South Africa. They focus on meeting the needs of children through the love of Jesus, education, clothing, food, and programs geared to the enrichment of children.

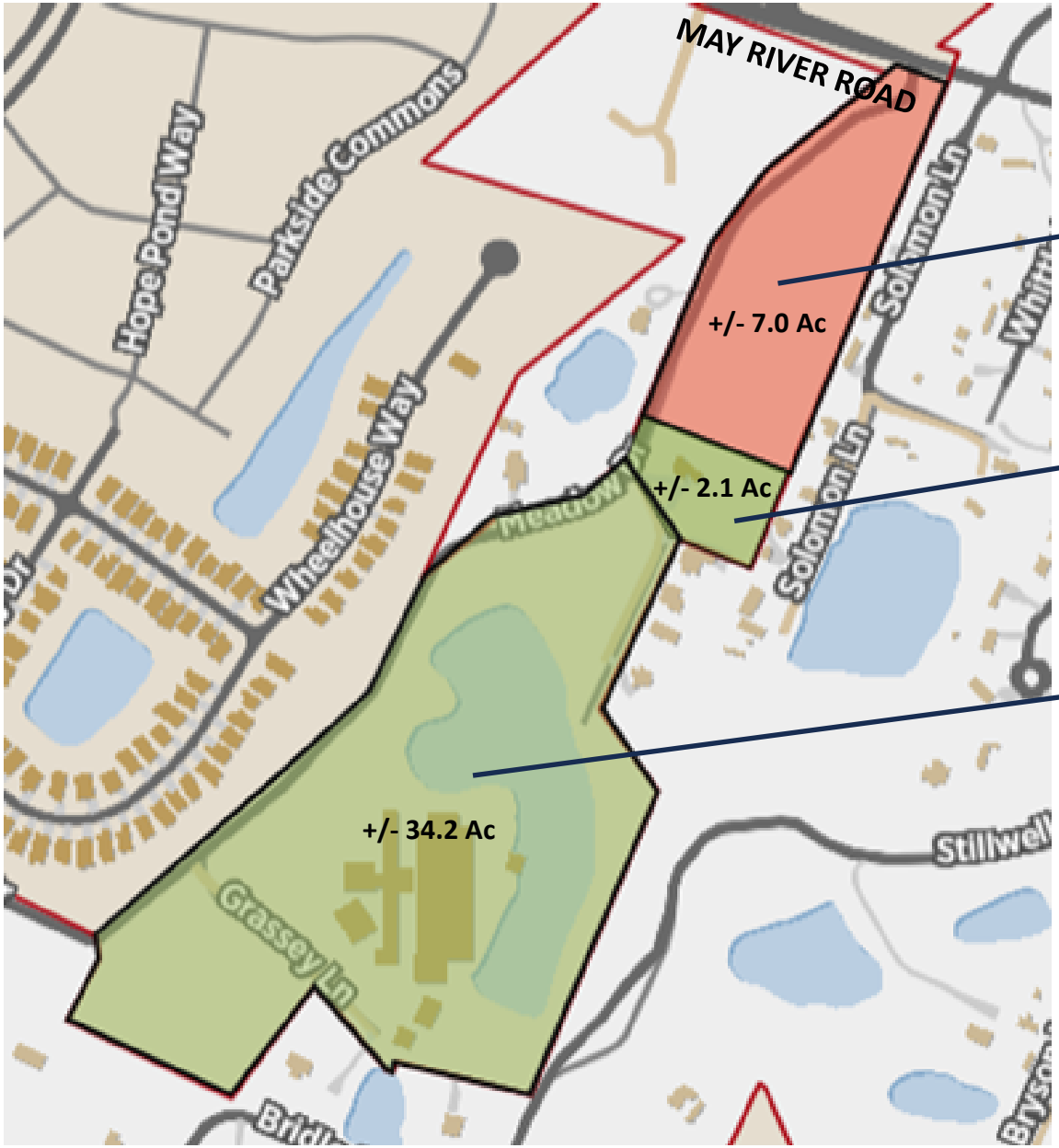
Staff

We currently have 15 people on our church staff, many key volunteer leaders, and 21 seasonal preschool staff members.



Bluffton Zoning Districts

- PRESERVE
- AGRICULTURE
- RURAL MIXED USE
- RESIDENTIAL GENERAL
- NEIGHBORHOOD CORE
- GENERAL MIXED USE
- LIGHT INDUSTRIAL
- PLANNED UNIT DEVELOPMENT
- RIVERFRONT EDGE-HD
- NEIGHBORHOOD CONSERVATION-HD
- NEIGHBORHOOD GENERAL-HD
- NEIGHBORHOOD CENTER-HD
- NEIGHBORHOOD CORE-HD



PROPOSED RURAL MIXED USE (RMU) ZONE DISTRICT
PORTION OF PARCEL
R610 036 000 0014 0000

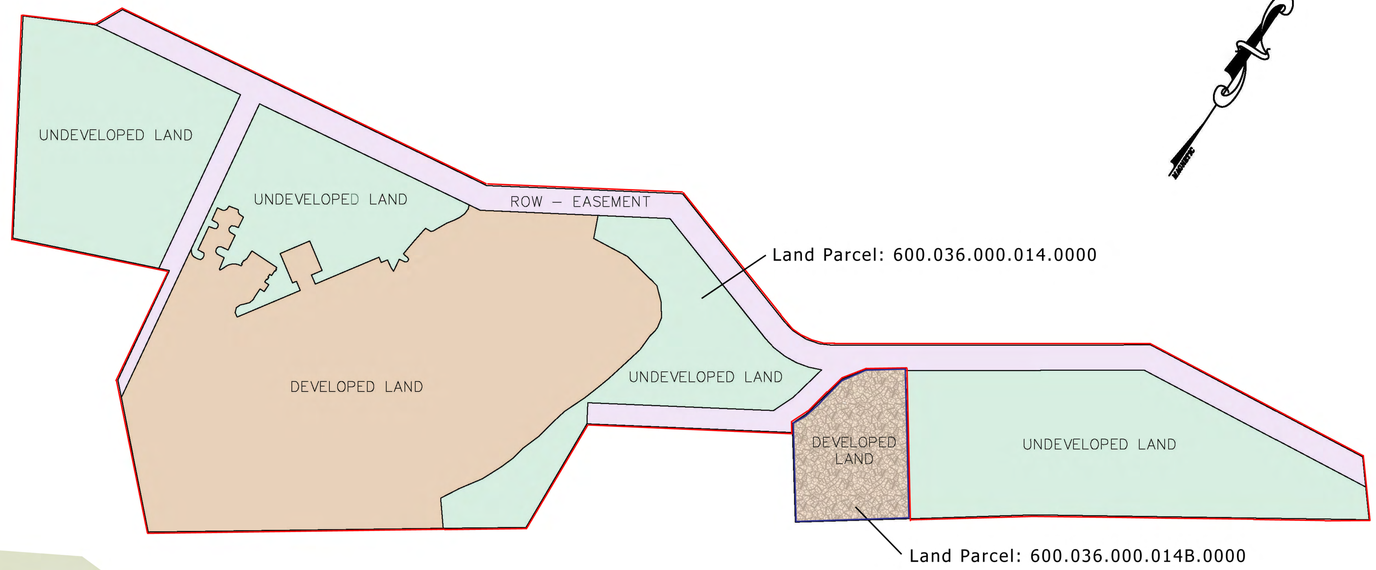
PROPOSED AGRICULTURAL (AG) ZONE DISTRICT
PARCEL
R610 036 000 014B 0000

PROPOSED AGRICULTURAL (AG) ZONE DISTRICT
PORTION OF PARCEL
R610 036 000 0014 0000

Use Comparison Table

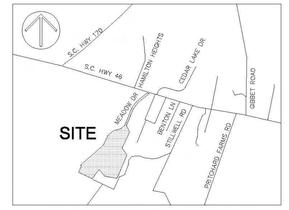
P = Permitted by right subject to general district standards
C = Permitted subject to specific conditions and specific use standards
SE = Permitted by special exception through a discretionary review process
- = Prohibited use

Land Use	Mindstream PUD	TOB AG	TOB RMU	BC MRCP	BC T2R	BC T2RC	BC T3Edge
RESIDENTIAL USES							
Single-family Detached	P	P	P	P	P	P	P
Single-family Attached	-	-	P	-	-	-	-
Muli-Family	-	-	-	-	-	-	-
Accessory Dwelling Unit	P	C	C	C	C	C	-
Single-family Cluster	P	-	-	C	-	-	-
Family Compound	P	-	-	P	C	C	C
Planned Development	C	-	-	-	-	-	-
Group Home	P	-	-	-	P	P	P
Small Single-Family Affordable	C	-	-	-	-	-	-
Manufactured Home Community	C	-	-	-	-	-	-
Community Residence (dorms, Convents, assisted living, temporary shelters)	-	-	-	-	-	P	P
AGRICULTURE/CONSERVATION							
Agricultural Use and Structures	C	P	P	P	P	P	P
Animal Hospital, Veterinary Clinic, Kennel	C	-	SE	-	C	P	-
Horse Riding School, Horse Training Facility and/or Commercial Stables	C	P	P	C	C	C	-
Seafood/Shellfish Packaging/Processing	-	-	-	-	C	C	-
Forestry	P	-	-	P	P	P	P
Clearcutting	P	-	-	-	-	-	-
Aquaponics	-	-	-	-	SE	SE	SE
Agricultural Support Services	-	-	-	-	P	P	-
Animal Production	-	-	-	-	C	C	-
Animal Production: Factory Farming	-	-	-	-	SE	-	-
Seasonal Farmworker Housing	-	-	-	-	C	C	C
COMMERCIAL SERVICES							
Outdoor Sales	P	C	C	-	-	P	-
Retail Businesses	C	-	P	-	C	P	-
Personal Service Establishments	C	-	P	-	-	-	-
Restaurant	C	-	C	-	-	P	-
Motor Vehicle Sales and Services	C	-	-	-	-	C	-
Fueling/Service Station including fuel pumps/Convenience Store	P	-	C	-	SE	C	-
Car Wash	P	-	C	-	-	-	-
Tattoo/Body Art Parlor	-	-	-	-	-	-	-
Adult Oriented Business	-	-	-	-	-	-	-
Low Speed Recreational Vehicle Sales	-	-	-	-	-	-	-
Grocery Store up to 40,000 sf	C	-	-	-	-	-	-
Residential Storage Facility	C	-	-	-	-	C	-
Bar, Tavern, Nighclub	-	-	-	-	-	P	-
Drive-Through Facilities	-	-	-	-	-	C	-
LODGING							
Short-Term Rental	-	C	C	-	SE	SE	SE
Homestay Rental (1-Bedroom)	-	P	P	-	-	-	-
Bed and Breakfast (2-5 Bedrooms)	SE	P	P	C	-	-	-
Inns (6-12 Bedrooms)	-	-	P	-	-	-	-
Inns (up to 24 Bedrooms)	-	-	-	-	SE	P	-
Hotel (12 or More Bedrooms	-	-	-	-	-	-	-
Cottage Industry	-	-	-	-	C	C	-
Office							
Home Occupation	C	P	P	C	C	C	C
Professional Offices	C	-	P	-	-	P	-
Health/Human Care							
Family Day Care Home (6 or Less Children)	P	P	P	-	-	P	-
Group Day Care Home (7 to 12 Children)	P	P	P	-	P	C	P
Child Care Center (13 or More Children)	C	P	P	-	-	C	-
Hospitals	C	-	-	-	-	-	-
Medical Offices and Clinics	C	-	P	-	-	P	-
Nursing Homes and Long-Term Care	-	P	P	-	SE	SE	-
RECREATION/ENTERTAINMENT							
Campgrounds and Recreational Vehicle Parks	P	P	-	SE	P	P	P
Golf Course	P	P	-	-	P	-	-
Recreation Facility	P	C	C	SE	SE	C	
Theaters and Auditoriums	-	-	-	-	-	-	-
CIVIC/INSTITUTIONAL							
Cemetery	C	P	P	-	-	-	-
Club, Lodge, Union Hall, or Social Center	C	-	P	-	-	-	-
Conference or Exhibition Center	C	-	-	-	-	-	-
Government Building	P	P	P	-	-	-	-
Parks	P	P	P	-	-	-	-
Museum	-	P	P	-	-	-	-
Religious Assembly	C	P	P	-	C	C	C
School	SE	P	P	-	-	SE	-
Utilities	P	P	P	-	C	C	SE
Recreational Institutional	P	-	-	-	-	SE	-
Ecotourism	-	-	-	-	C	C	-
Detention Facility	-	-	-	-	SE	-	-
Transportation, Terminal	-	-	-	-	-	SE	-
Airport, Aviation Services	-	-	-	-	SE	-	-
INDUSTRIAL							
Artisan Workshop	C	P	P	-	-	-	-
Concrete and Asphalt Plants	SE	-	-	-	-	-	-
Contractor's Office	P	-	C	P	-	-	-
Junk and Salvage Operations	-	-	-	-	SE	-	-
Light Assembly/Fabrication	SE	-	-	-	-	-	-
Manufacturing	-	-	-	-	-	C	-
Manufacturing Storefront	-	-	C	-	-	-	-
Manufacturing Storehouse	-	-	-	-	-	-	-
Research and laboratory	-	C	C	-	-	-	-
Solid Waste Transfer Facility/Recycling Center	-	-	-	-	C	C	-
Telecommunications Towers	SE	C	C	-	SE	SE	-
Warehouse or Distribution Operation	-	-	-	-	-	C	-
Outdoor Maintenance/Storage Yard	-	-	-	-	-	C	-
Mining & Resource Extraction	-	-	-	-	SE	-	-
Other							
Public and Private Parking Structures and Stand Alone Parking Lots	C	-	-	-	-	P	-
Christmas Tree Sales	P	-	-	-	-	-	-
Roadside Stand	P	-	-	P	-	-	-
Mobile Homes/Sales Office	P	-	-	P	-	-	-
Public Interest and Special Events	C	-	-	-	-	-	-

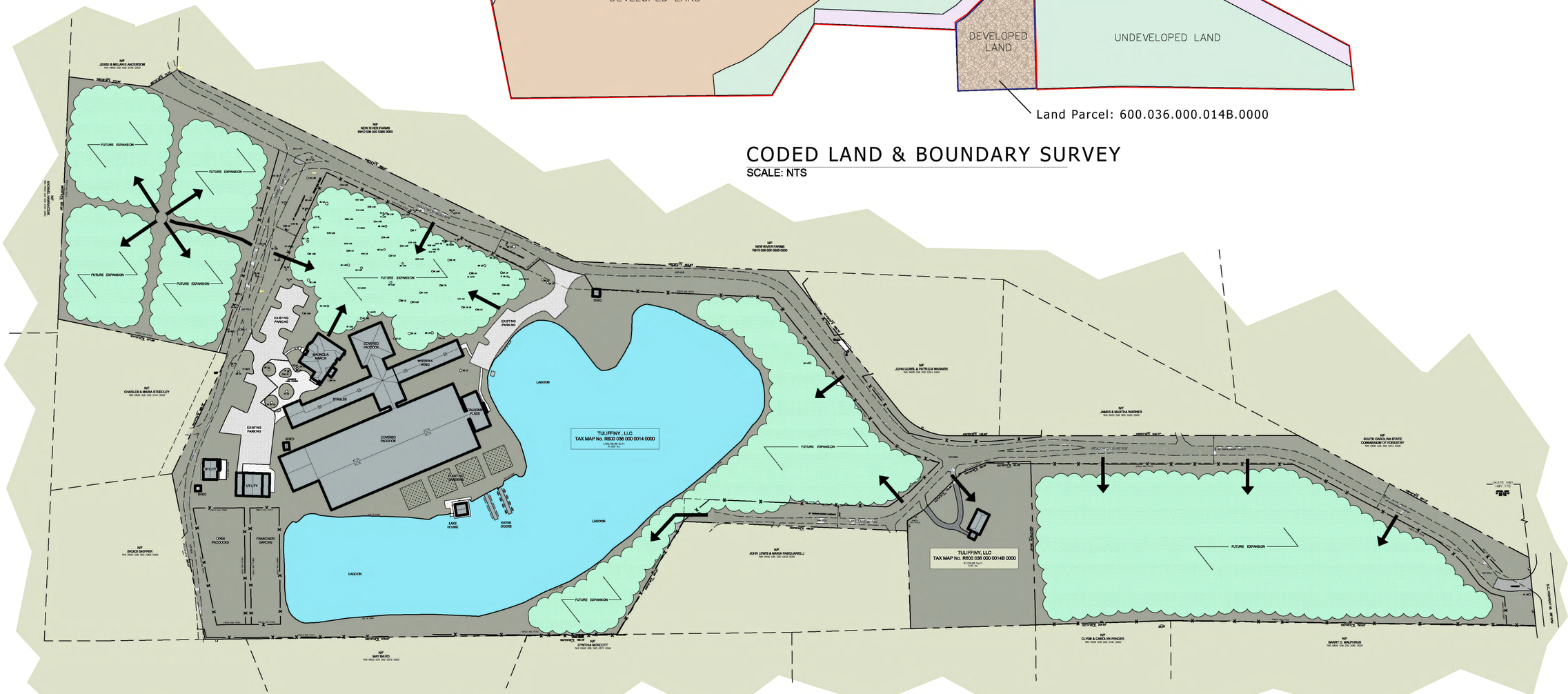


CODED LAND & BOUNDARY SURVEY

SCALE: NTS



VICINITY MAP NOT TO SCALE



FUTURE DEVELOPMENT MAP

SCALE: NTS

Proposed Annexation Tulifinny, LLC

for

Town of Bluffton, Beaufort South Carolina

KRA architecture + design
KRA architecture + design
18 Oak Forest Road Suite C
Bluffton, SC 29910
t 843.815.2021
f 843.815.2022
www.krasc.com

Stamped By:

Drawn By: MWK

Checked By: MWK

Date: 05.01.10

Revisions

Project No. 10103

File Name:

Drawing Title:

CODED LAND AREA BOUNDARY SURVEY FUTURE DEVELOPMENT MAP

Sheet No. SP3.0

Scale AS NOTED

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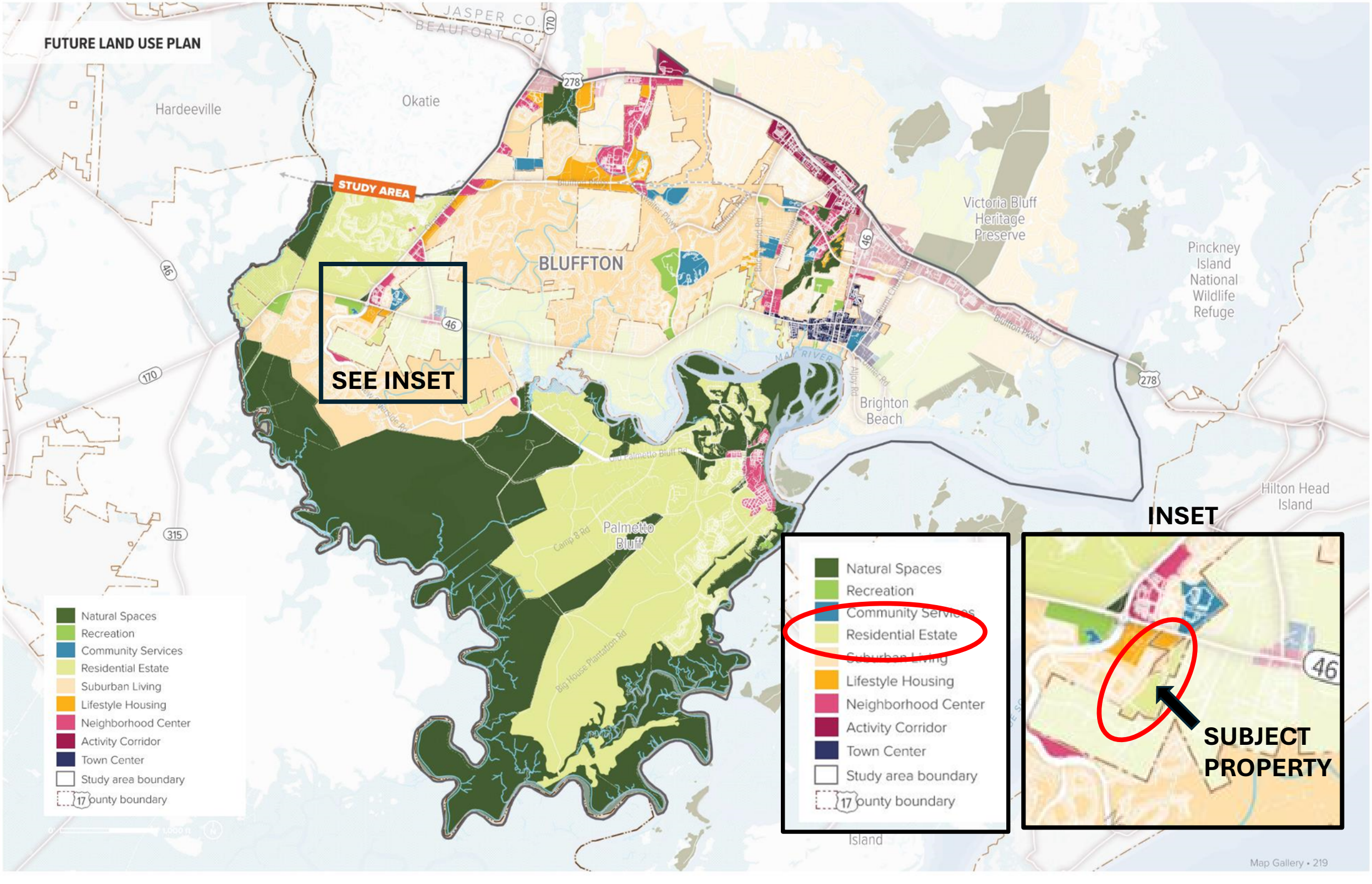

FUTURE LAND USE PLAN
JASPER CO.
BEAUFORT CO.
Hardeeville
Okatie
STUDY AREA
BLUFFTON
SEE INSET
Victoria Bluff Heritage Preserve
Pinckney Island National Wildlife Refuge
Brighton Beach
Hilton Head Island
Palmetto Bluff
Natural Spaces
Recreation
Community Services
Residential Estate
Suburban Living
Lifestyle Housing
Neighborhood Center
Activity Corridor
Town Center
Study area boundary
County boundary
INSET
SUBJECT PROPERTY
Map Gallery • 219

TRAFFIC IMPACT STUDY

for the

Cornerstone Church

Located in
Town of Bluffton, South Carolina

Prepared for
Cornerstone Church

Prepared by
Ramey Kemp Associates

Moving forward.
RKA
RAMEY KEMP ASSOCIATES

October 2023
RKA Project #23100

TRAFFIC IMPACT STUDY

for the

Cornerstone Church

Located in
Town of Bluffton, South Carolina

Prepared for
Cornerstone Church
11 Grassey Lane
Bluffton, SC 29910

Prepared by
Ramey Kemp Associates
1411 Gervais Street, Suite 150
Columbia, South Carolina 29201

Moving forward.
RKA
RAMEY KEMP ASSOCIATES

October 2023
RKA Project #23100

SOUTH CAROLINA
INFRASTRUCTURE CONSULTING SERVICES INC
DBA: RAMEY KEMP ASSOCIATES
NO. 6878
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
LICENSED PROFESSIONAL ENGINEER
No. 38742
GRADY P. VAUGHAN

Table of Contents

EXECUTIVE SUMMARY iii

1. INTRODUCTION 1

    1.1. Project Background 1
    1.2. Existing Roadway Conditions 4
    1.3. Existing Traffic Count 4
    1.4. Driveway Location 4

2. PROJECT TRAFFIC 8

    2.1. Proposed Land Uses 8
    2.2. Trip Generation Estimates 8
    2.3. Trip Distribution & Assignment 8

3. TRAFFIC VOLUME DEVELOPMENT 13

    3.1. Future No-Build Traffic Volumes 13
    3.2. Build-Out Traffic Volumes 13

4. TRAFFIC IMPACT ANALYSIS 18

    4.1. Turn Lane Analysis 18
    4.2. Intersection LOS Analysis 18

5. SUMMARY OF FINDINGS AND RECOMMENDATIONS 22

List of Tables

Table 1 – Street Inventory 4
Table 2 – Trip Generation Estimates 8
Table 3 – *HCM 6th Edition* LOS Criteria for Unsignalized Intersections 19
Table 4 – Intersection Analysis Results 19
Table 5 – Sunday Intersection Analysis Results 20

List of Figures

Figure 1 – Project Location Map 2
Figure 2 – Conceptual Site Plan 3
Figure 3 – Existing Lane Configuration 5
Figure 4 – Existing (2023) Peak-Hour Traffic Volumes 6
Figure 5 – Existing (2023) Sunday Peak-Hour Traffic Volumes 7
Figure 6 – Project Trip Distributions 10
Figure 7 – Project Trip Assignment 11
Figure 8 – Sunday Project Trip Assignment 12
Figure 9 – No-Build (2025) Peak-Hour Traffic Volumes 14
Figure 10 – No-Build (2025) Sunday Peak-Hour Traffic Volumes 15
Figure 11 – Build (2025) Peak-Hour Traffic Volumes 16
Figure 12 – Build (2025) Sunday Peak-Hour Traffic Volumes 17
Figure 13 – Proposed Lane Configuration 21

List of Appendices

A) Scoping
B) Traffic Count Data
C) Traffic Volume Development Worksheets & ITE Trip Generation Sheets
D) Turn Lane Analysis Worksheets
E) Capacity Analysis

EXECUTIVE SUMMARY

A traffic impact study was conducted for the proposed Cornerstone Church development in accordance with SCDOT and Town of Bluffton guidelines. The development is proposed to be located on Meadow Drive south of SC 46 in the Town of Bluffton, South Carolina. The development is planned to consist of up to 800 seats and a Monday through Thursday day care with 120 students enrolled. Access to the site will be provided via one existing full access on Meadow Drive and via Grassey Lane.

The proposed accesses are expected to operate adequately with the existing one ingress and one egress lane. The site accesses should be designed to provide proper sight distances and should meet Town of Bluffton design criteria.

Based on the anticipated build out volumes, a left-turn lane and right-turn lane are warranted and recommended along SC 46 at Meadow Drive. The mainline of the existing intersection of SC 46 & Meadow Drive is expected to operate adequately with the proposed project in the 2025 Build conditions. The Meadow Drive approach is expected to experience delays, however this is typical of minor approaches of two-way stop-controlled intersections. The Meadow Drive approach to SC 46 is recommended to provide two egress lanes and one ingress lane. The Meadow Drive approach to SC 46 should to be designed to provide proper sight distances and should meet SCDOT design criteria.

.

1. INTRODUCTION

The purpose of this report is to document a traffic impact study conducted for the proposed Cornerstone Church development in the Town of Bluffton, South Carolina in accordance with SCDOT and Town of Bluffton guidelines. This report summarizes the procedures and findings of the traffic impact study. Scoping is attached in Appendix A.

1.1. Project Background

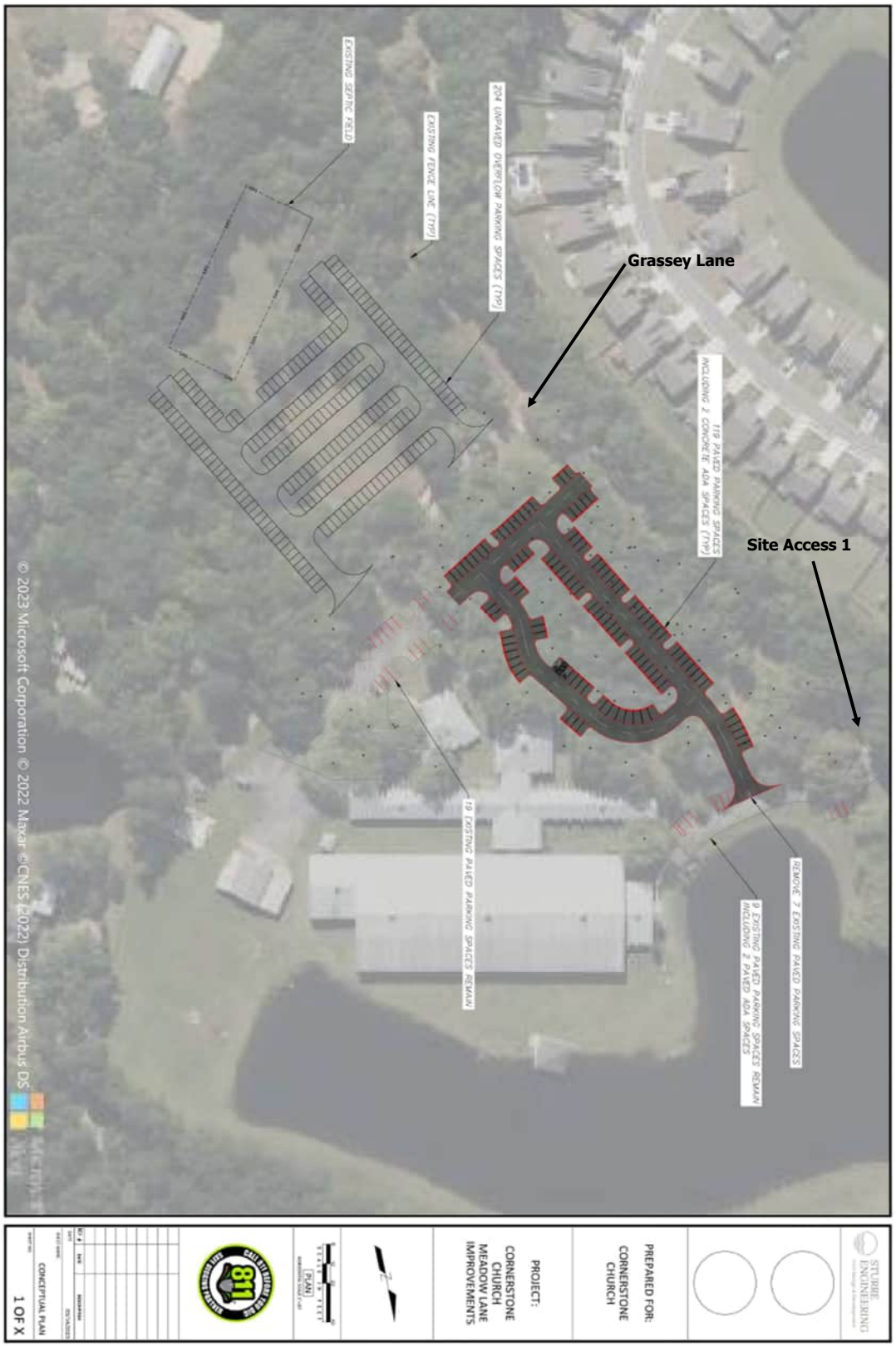
The development will be located on the east side of Meadow Drive south of SC 46. The development is planned to consist of up to 800 seats and a Monday through Thursday day care with 120 students enrolled. Access to the site will be provided via one existing full access on Meadow Drive and via Grassey Lane.

The traffic impact study considered the weekday AM peak period (between 7:00 AM and 9:00 AM) and the weekday PM peak period (between 4:00 PM and 6:00 PM), and the Sunday peak hour (between 8:30 AM and 12:30 PM) as the study time frames. The following intersections were studied:

- May River Road (S-46) & Meadow Drive

Future-year analyses assume 2025 conditions as the Build scenario. Figure 1 shows the location of the project site, and Figure 2 illustrates the conceptual site plan.

STOP
SC 46
Meadow Drive
STOP
Site Access 1
STOP
Grassey Lane
Project Location


Grassey Lane
Site Access 1
EXISTING SEPTIC FIELD
EXISTING FENCE LINE (TYP)
204 UNPAVED OVERFLOW PARKING SPACES (TYP)
119 PAVED PARKING SPACES INCLUDING 2 CONCRETE ADA SPACES (TYP)
19 EXISTING PAVED PARKING SPACES REMAIN
REMOVE 7 EXISTING PAVED PARKING SPACES
9 EXISTING PAVED PARKING SPACES REMAIN INCLUDING 2 PAVED ADA SPACES
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STUBBE ENGINEERING
PREPARED FOR: CORNERSTONE CHURCH
PROJECT: CORNERSTONE CHURCH MEADOW LANE IMPROVEMENTS
811
CONCEPTUAL PLAN
1 OF X

1.2. Existing Roadway Conditions

A review of the existing roadway conditions in the study area was conducted and is summarized in Table 1. Figure 3 illustrates the existing lane geometry.

Table 1 – Street Inventory

Facility Name	Route #	Typical Cross Section	Posted Speed Limit	Maintained By	2022 AADT
May River Road	S-46	2-lane undivided	35 MPH	SCDOT	14,000[1]
Meadow Drive	-	2-lane undivided	15 MPH	Local	-

[1] SCDOT Count Station #07-0155

1.3. Existing Traffic Count

Vehicle turning movement counts were collected by in May 2023 for the Sunday peak period (8:30 AM to 12:30 PM) and PM peak period (4:00 PM to 6:00 PM) at the intersection of:

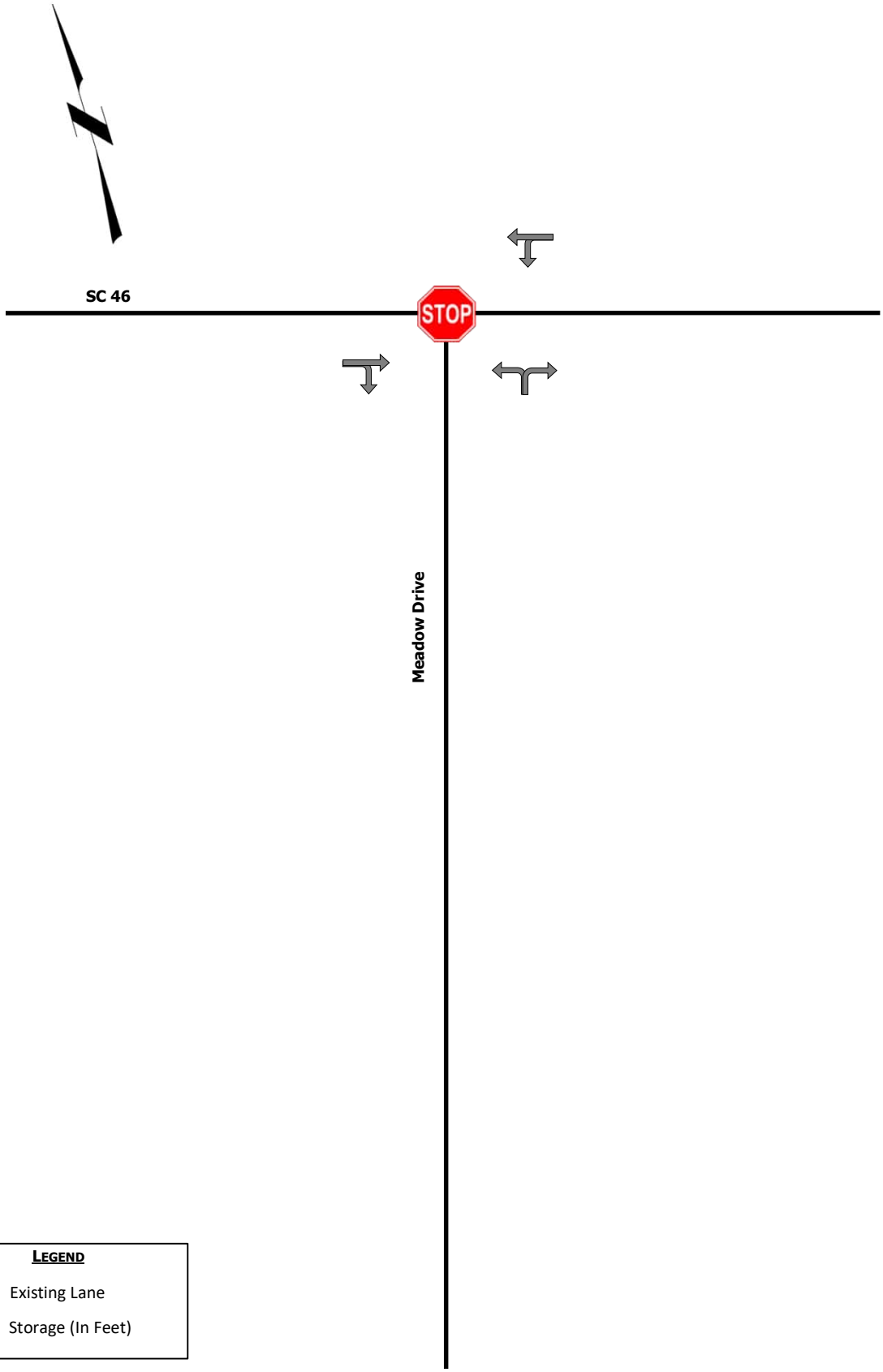
- SC 46 & Meadow Drive

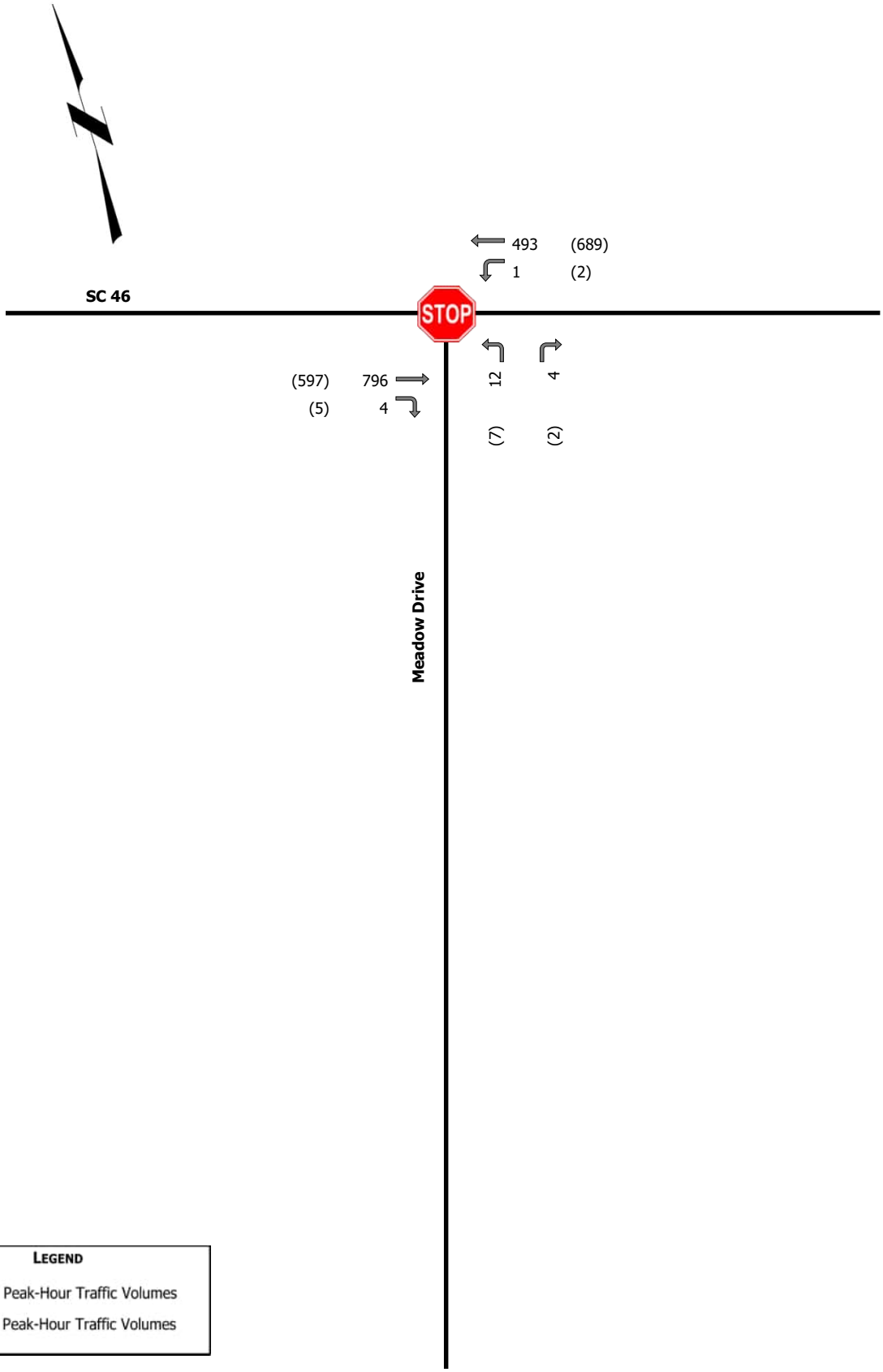
The AM peak volumes were developed utilizing a prior 2022 count along SC 46 and grown to 2023 by applying a 2.0% growth rate. Volumes along the Meadow Drive approach for the AM peak period were estimated based on trip generation for 25 homes.

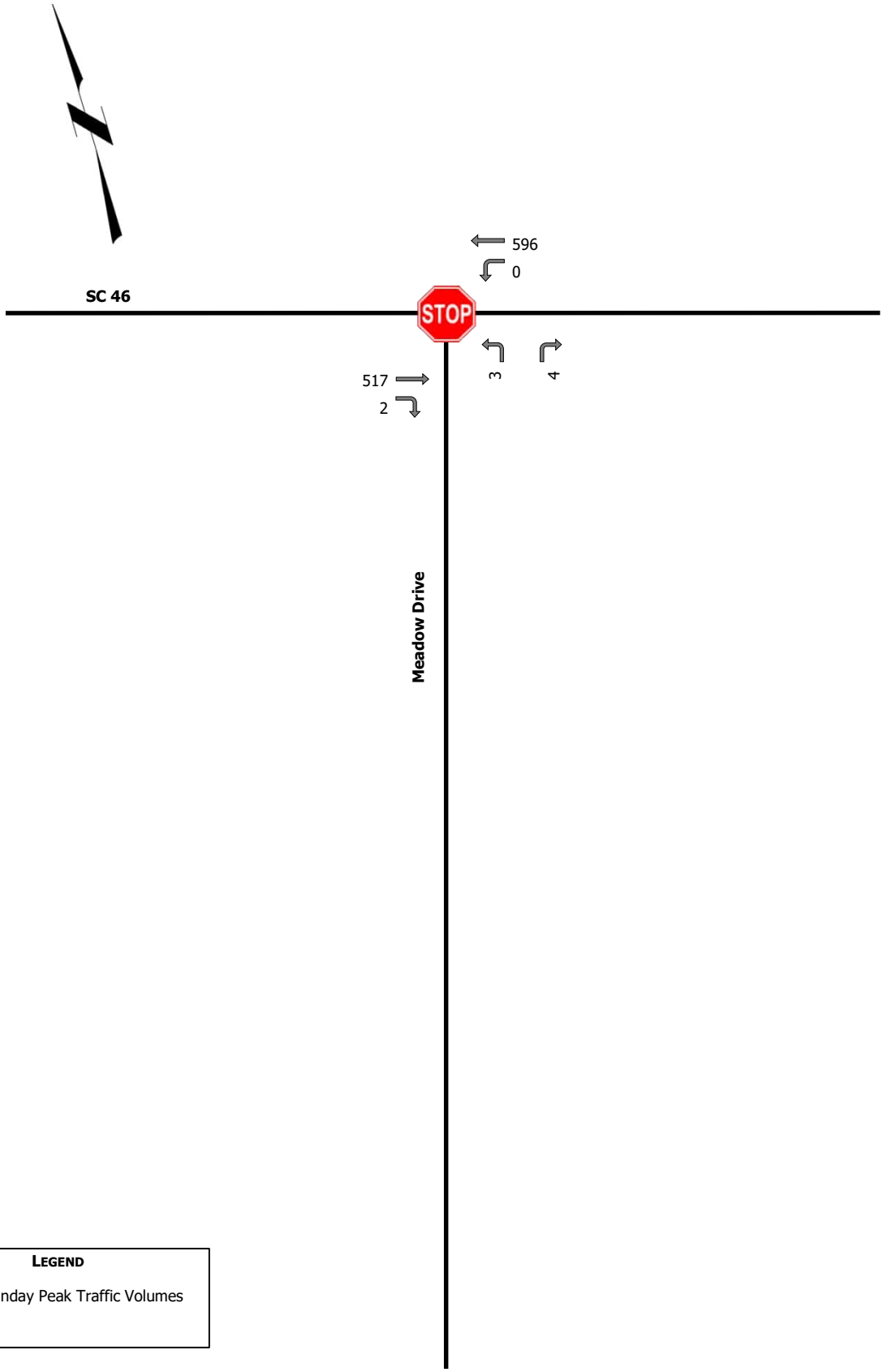
The counts were conducted while the local school district was in session. The raw traffic volumes are provided in Appendix B. The 2023 AM and PM traffic volumes are illustrated in Figure 4. The existing 2023 Sunday peak volumes are illustrated in Figure 5.

1.4. Driveway Location

Access points are proposed to be at an existing full access driveway located along Meadow Drive approximately 2,460 feet south of the intersection with SC 46 and also via Grassy Lane. Since existing accesses are proposed to be utilized, there are no recommendations.


SC 46
STOP
Meadow Drive
LEGEND
Existing Lane
X' Storage (In Feet)


493 (689)
1 (2)
SC 46
STOP
(597) 796
(5) 4
12 4
(7) (2)
Meadow Drive
LEGEND
000 - AM Peak-Hour Traffic Volumes
(000) - PM Peak-Hour Traffic Volumes


596
0
SC 46
STOP
3
4
517
2
Meadow Drive
LEGEND
000 - Sunday Peak Traffic Volumes

2. PROJECT TRAFFIC

2.1. Proposed Land Uses

The Cornerstone Church development is proposed to have 800 seats and a day care with 120 students enrolled. The project site location is currently a horse farm.

2.2. Trip Generation Estimates

The trip generation potential was estimated using information contained in ITE's *Trip Generation Manual*, 11th Edition (2021) for land use code (LUC) 560 – Church and LUC 565 – Day Care Center. The trip generation estimates for of the weekday daily, the Sunday peak hour of generator, the weekday AM peak-hour of the adjacent street, and the weekday PM peak-hour of the adjacent street time periods are shown in Table 2. ITE trip generation sheets are provided in Appendix C.

Table 2 – Trip Generation Estimates

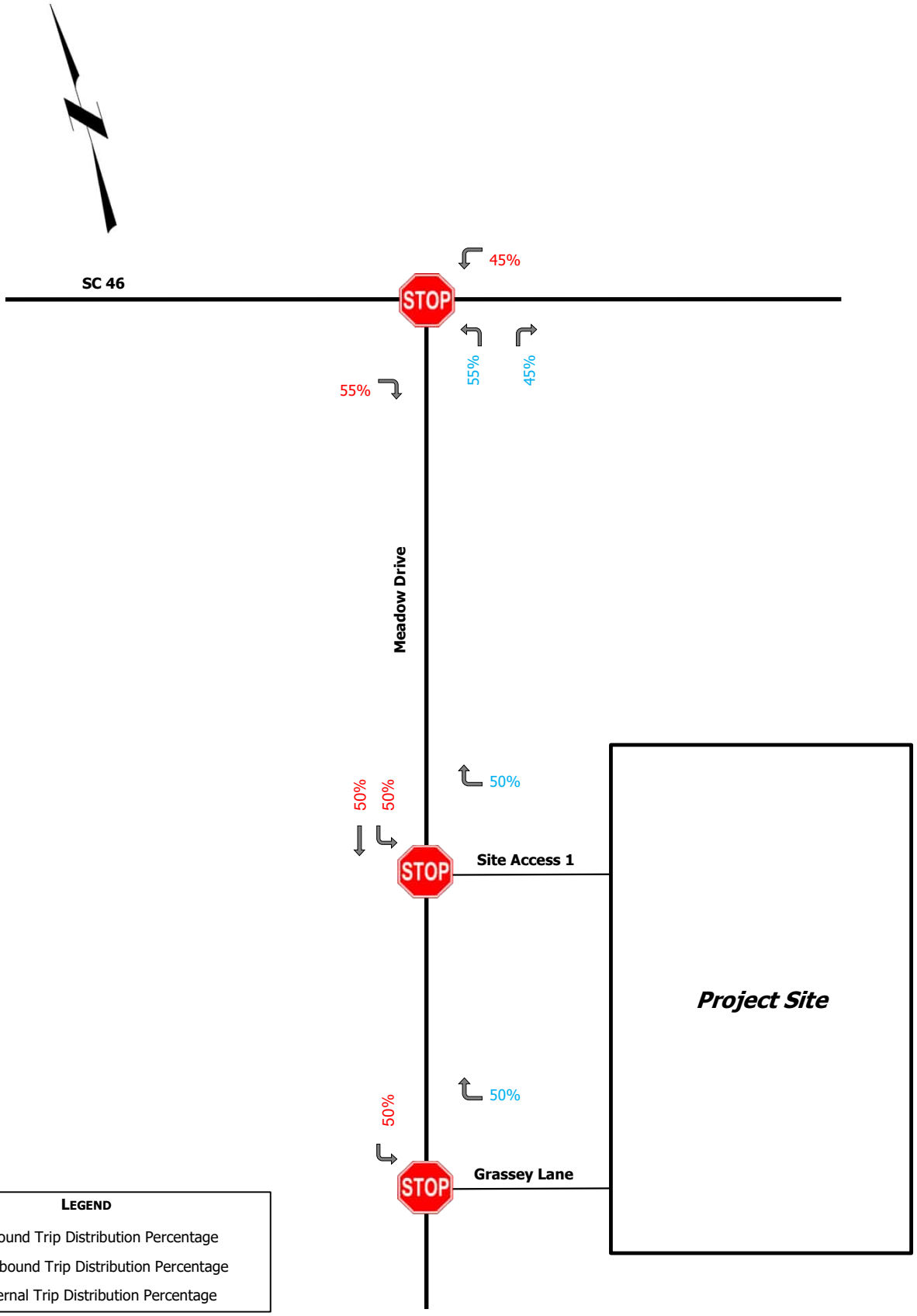
Land Use	ITE LUC	Size	Daily Traffic	Sunday			AM Peak			PM Peak		
				Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Church	560	800 seats	727	197	205	402	34	22	56	36	44	80
Day Care Center	565	120 students	474	7	6	13	46	42	88	40	46	86
New, External Traffic				**204**	**211**	**415**	**80**	**64**	**144**	**76**	**90**	**166**
LUC 560 Daily Trips: T = 5.40(X)+ 50.83 (50% In; 50% Out) Sunday Peak Hour of Generator: T = 7.87(X) + 93.13 (48% In; 52% Out) AM Peak-Hour: T = 0.37(X) – 1.84 (62% In; 38% Out) PM Peak-Hour: T = 0.36(X) + 4.70 (44% In; 56% Out)												
LUC 565 Daily Trips: T = 3.56 (X)+ 47.23 (50% In; 50% Out) Sunday Peak Hour of Generator: T = 0.11(X) (54% In; 46% Out) AM Peak-Hour: T = 0.66(X) + 8.42 (53% In; 47% Out) PM Peak-Hour: Ln(T) = 0.87Ln(X) + 0.29 (47% In; 53% Out)												

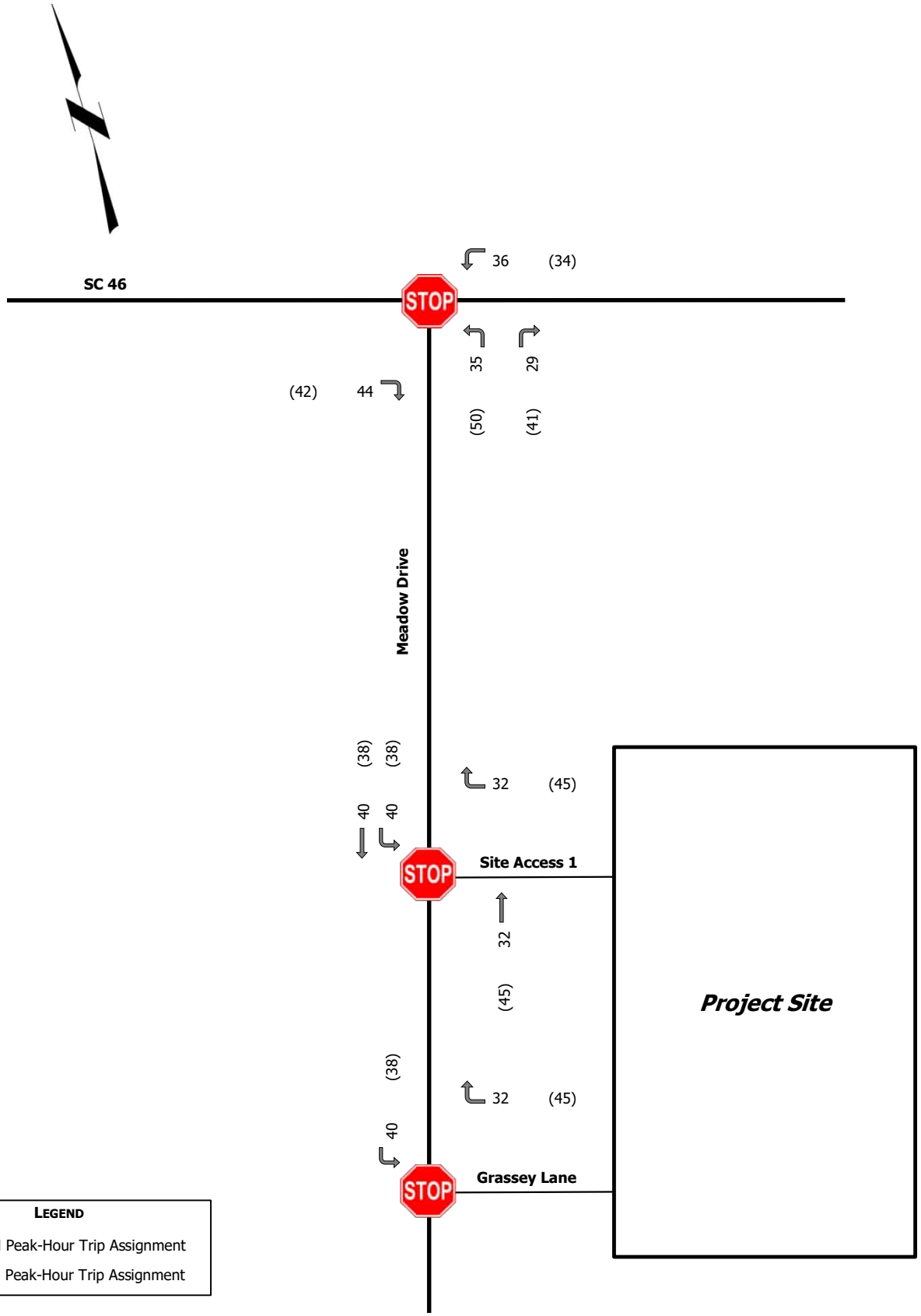
2.3. Trip Distribution & Assignment

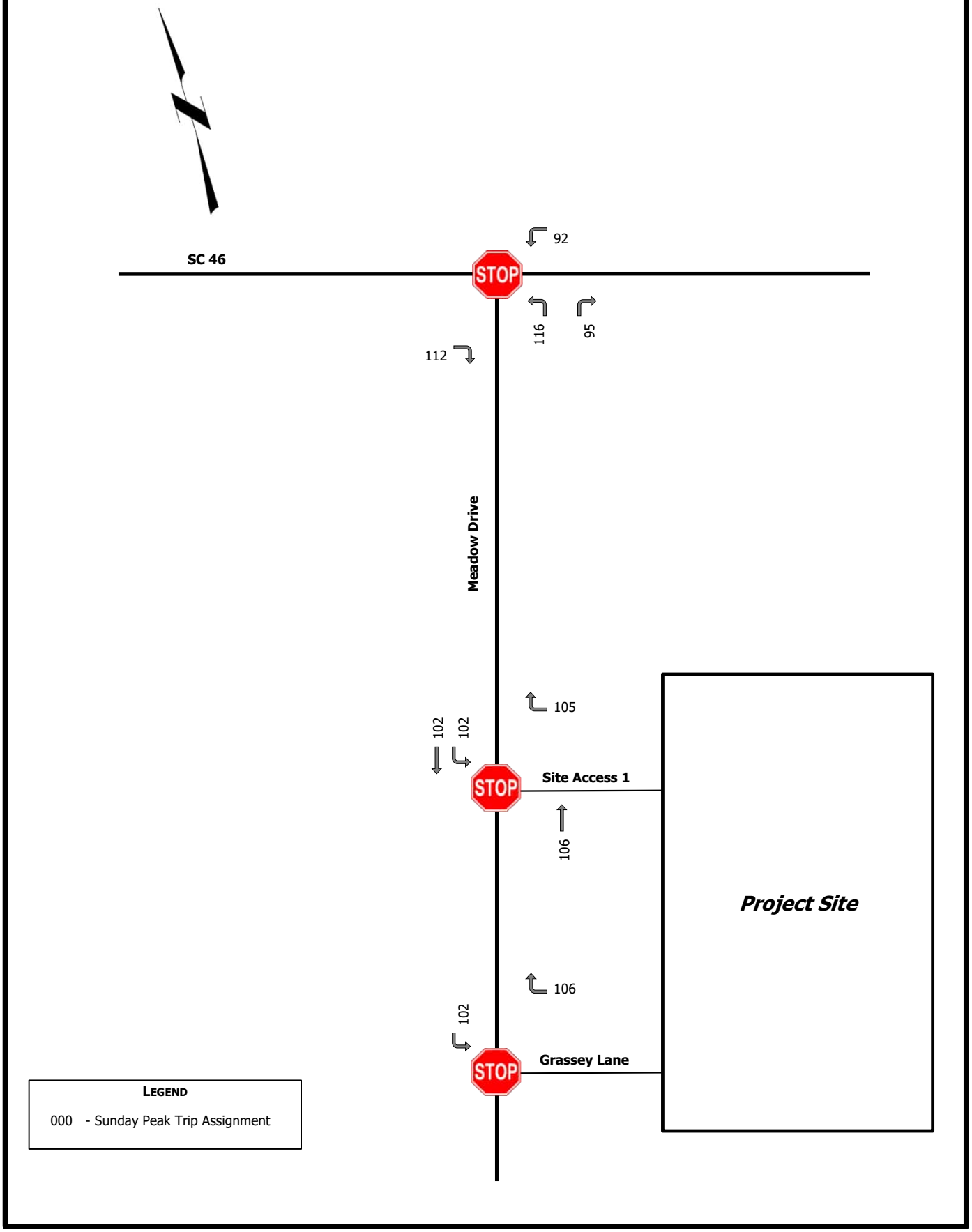
New external traffic expected to be generated was distributed and assigned to the roadway network based on the surrounding land uses and current patterns. The general distribution of new external project trips was assumed to be:

- 55% to/from the west via SC 46
- 45% to/from the east via SC 46

The directional distribution assumptions are shown in Figure 6. The assignment of the new project traffic during the AM and PM peaks are shown in Figure 7. The Sunday assignment of the new project traffic is illustrated in Figure 8


SC 46
45%
STOP
55%
45%
55%
Meadow Drive
50%
50%
50%
STOP
Site Access 1
Project Site
50%
50%
STOP
Grassey Lane
LEGEND
XX% - Inbound Trip Distribution Percentage
XX% - Outbound Trip Distribution Percentage
XX% - External Trip Distribution Percentage


SC 46
STOP
36
(34)
35
29
(42)
44
(50)
(41)
Meadow Drive
(38)
(38)
32
(45)
40
40
STOP
Site Access 1
32
(45)
Project Site
(38)
32
(45)
40
STOP
Grassey Lane
LEGEND
000 - AM Peak-Hour Trip Assignment
(000) - PM Peak-Hour Trip Assignment


SC 46
92
STOP
116
95
112
Meadow Drive
105
102
102
STOP
Site Access 1
106
Project Site
106
102
STOP
Grassey Lane
LEGEND
000 - Sunday Peak Trip Assignment

3. TRAFFIC VOLUME DEVELOPMENT

3.1. Future No-Build Traffic Volumes

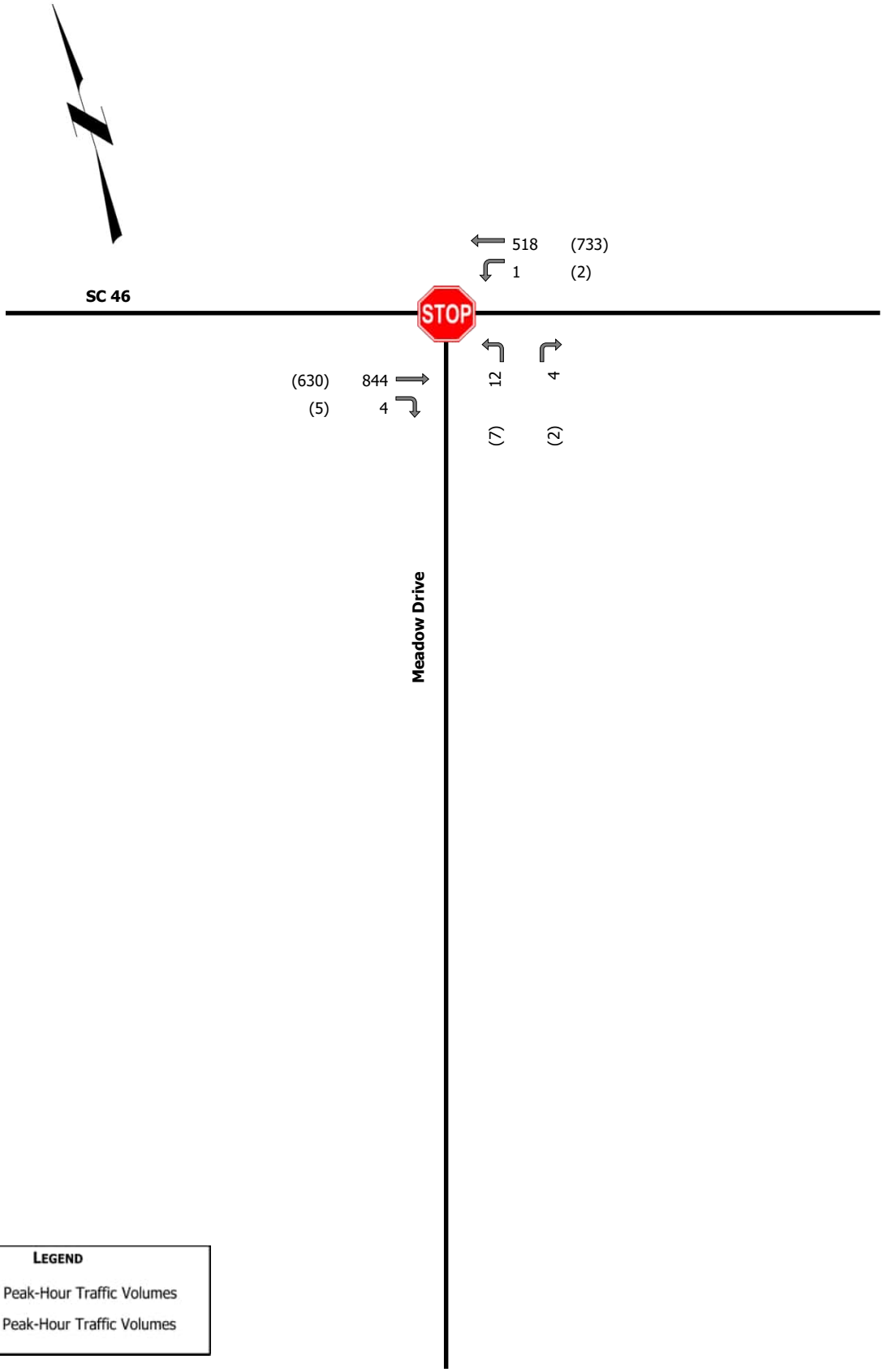
To develop the No-Build volumes, an annual background growth rate of 2.0% was applied to the 2023 traffic volumes. The annual growth rate was based on SCDOT count station data, existing traffic patterns, and expected growth in the area.

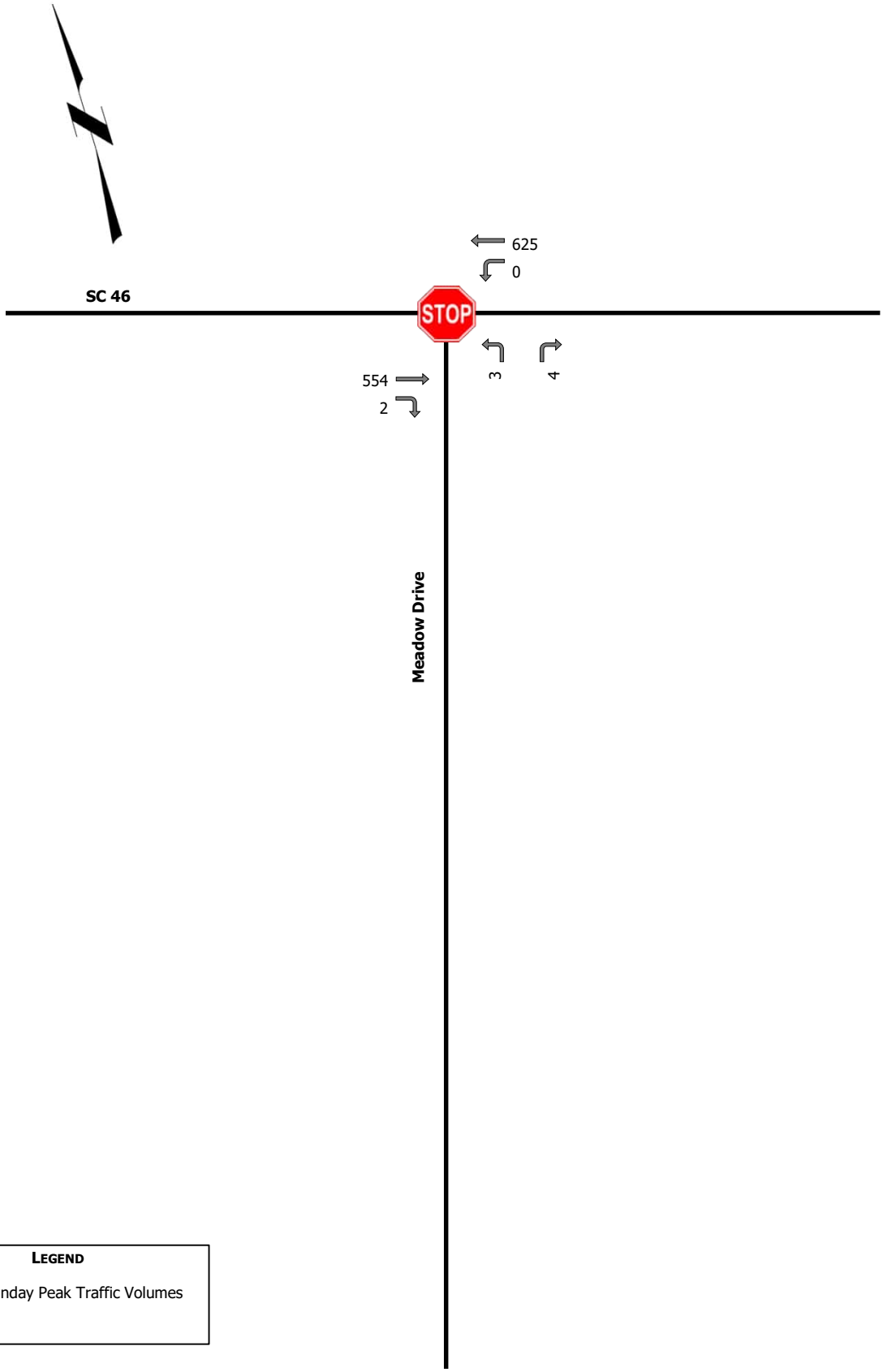
An adjacent development, *The May River Townhomes TIS*, was considered as vested traffic which considered 79 townhomes. The traffic volumes from the proposed development were included in the future volumes along SC 46.

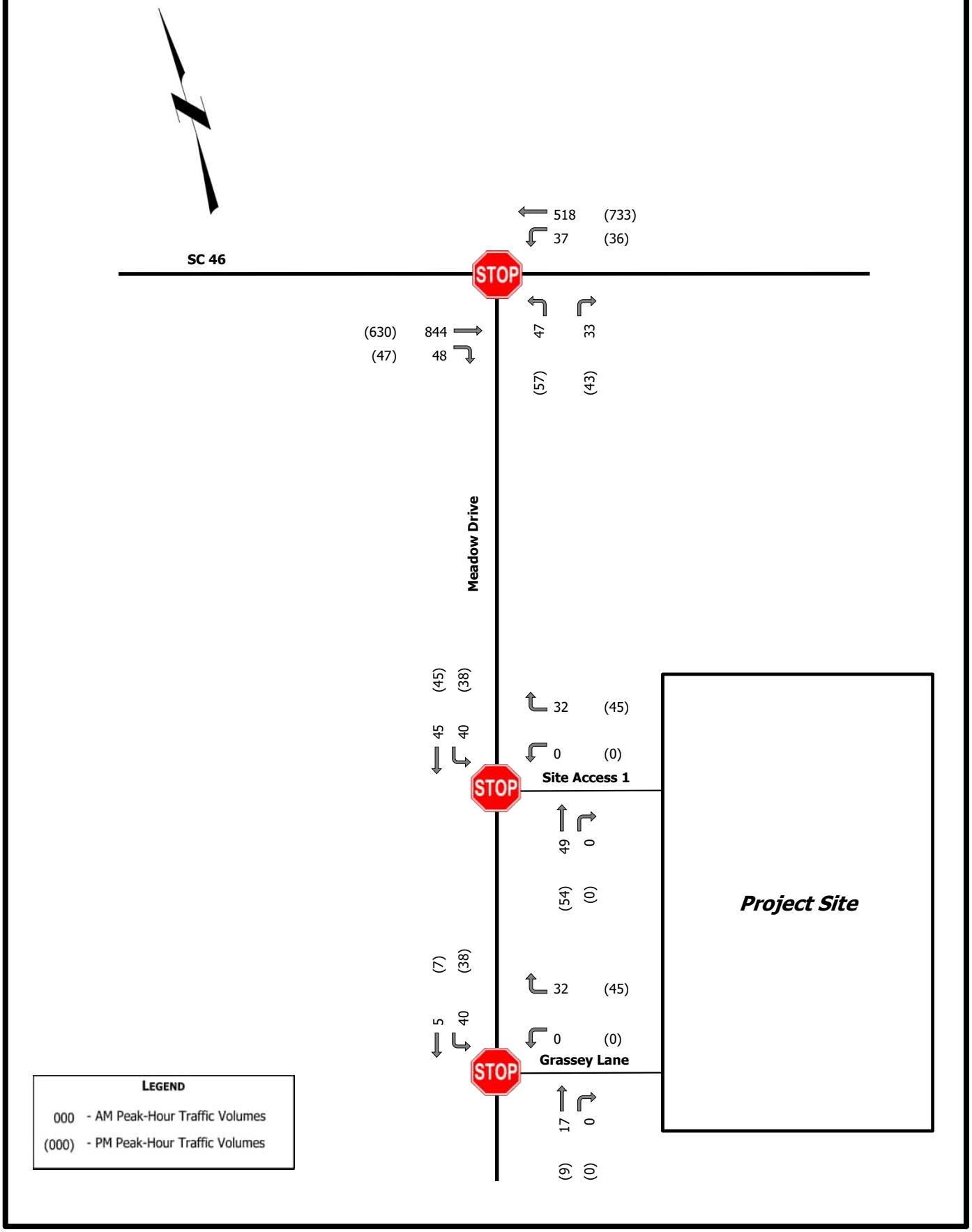
The 2025 AM and PM No-Build volumes are illustrated in Figure 9. The 2025 Sunday No-Build volumes are illustrated in Figure 10.

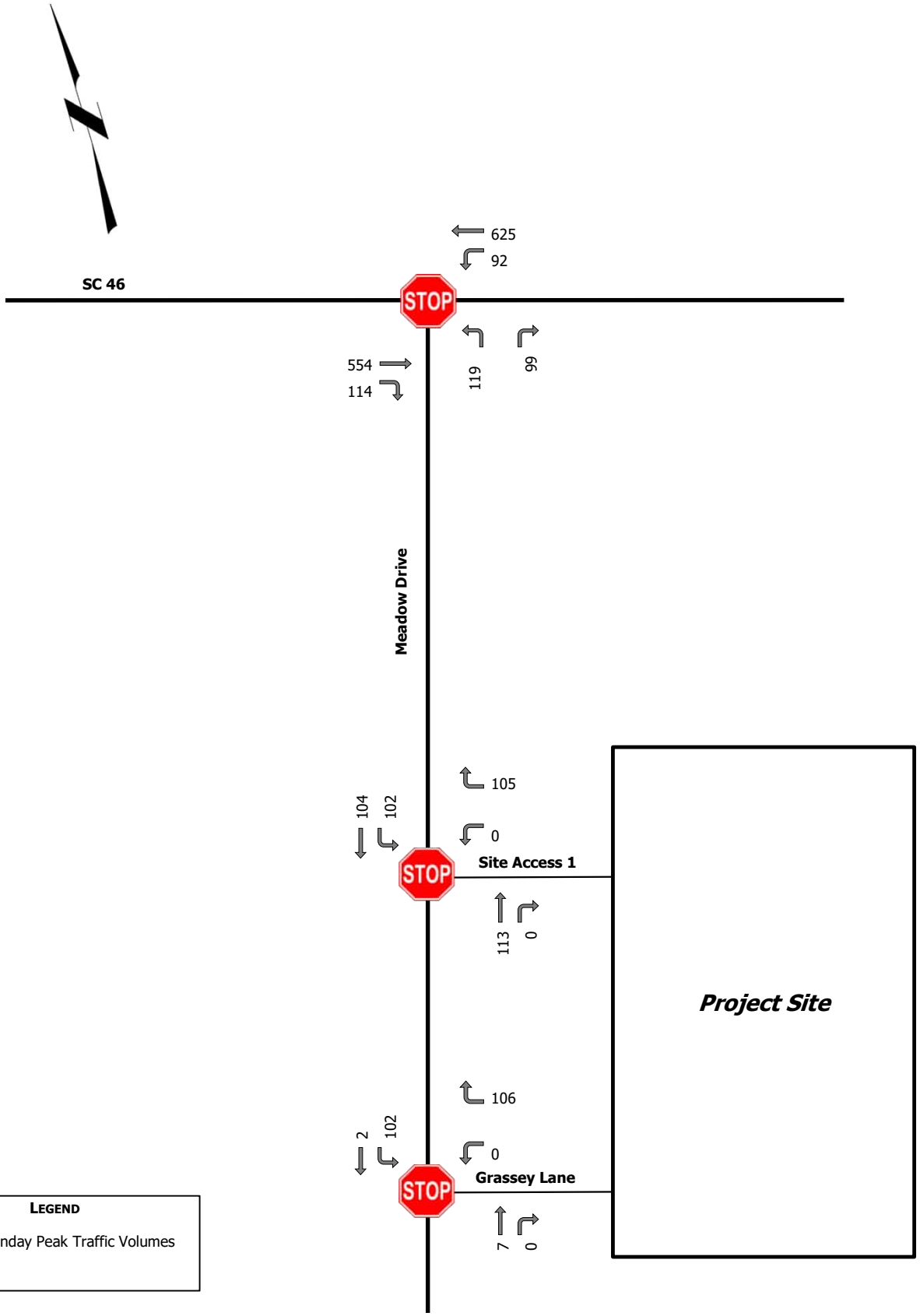
3.2. Build-Out Traffic Volumes

The site generated traffic volumes were added to the 2025 No-Build traffic volumes to determine the future Build volumes. The 2025 AM and PM Build volumes and 2025 Sunday Build volumes are illustrated respectively in Figure 11 and Figure 12. Volume development worksheets are included in Appendix C.


518 (733)
1 (2)
SC 46
STOP
(630) 844
(5) 4
12 4
(7) (2)
Meadow Drive
LEGEND
000 - AM Peak-Hour Traffic Volumes
(000) - PM Peak-Hour Traffic Volumes


625
0
SC 46
STOP
3
4
554
2
Meadow Drive
LEGEND
000 - Sunday Peak Traffic Volumes


SC 46
518 (733)
37 (36)
STOP
(630) 844
(47) 48
47 33
(57) (43)
Meadow Drive
(45) (38)
45 40
32 (45)
0 (0)
STOP
Site Access 1
49 0
(54) (0)
Project Site
(7) (38)
5 40
32 (45)
0 (0)
STOP
Grassey Lane
17 0
(9) (0)
LEGEND
000 - AM Peak-Hour Traffic Volumes
(000) - PM Peak-Hour Traffic Volumes


SC 46
625
92
STOP
554
114
119
99
Meadow Drive
105
104
102
0
STOP
Site Access 1
113
0
Project Site
106
2
102
0
STOP
Grassey Lane
7
0
LEGEND
000 - Sunday Peak Traffic Volumes

4. TRAFFIC IMPACT ANALYSIS

4.1. Turn Lane Analysis

Auxiliary turn-lane analyses were conducted for the SC 46 & Meadow Drive intersection using the 2025 Build volumes. Turn lane analyses were considered based on the SCDOT Roadway Design Manual (RDM) Section 9.5.1.

Based on the anticipated build out volumes, a left-turn lane and a right-turn lane are warranted and recommended along SC 46 at Meadow Drive. Turn lane analyses are provided in Appendix D.

4.2. Intersection LOS Analysis

Intersection analyses were conducted for the study intersections considering 2023 Existing conditions, 2025 No-Build conditions, and 2025 Build conditions. This analysis was conducted using the Transportation Research Board's *Highway Capacity Manual 6th Edition (HCM 6th Edition)* methodologies of the *Synchro*, Version 11 software.

Intersection level of service (LOS) grades range from LOS A to LOS F, which are directly related to the level of control delay at the intersection and characterize the operational conditions of the intersection traffic flow. LOS A operations typically represent ideal, free-flow conditions where vehicles experience little to no delays, and LOS F operations typically represent poor, forced-flow (bumper-to-bumper) conditions with high vehicular delays and are generally considered undesirable. Table 3 summarizes the *HCM 6th Edition* control delay thresholds associated with each LOS grade for unsignalized intersections.

As part of the intersection analysis, SCDOT's default *Synchro* parameters were utilized. A constant PHF of 0.92 was applied for future year analysis. Existing heavy vehicle percentages were utilized for all analysis scenarios, with a minimum percentage of 2% considered.

Table 3 – *HCM 6th Edition* LOS Criteria for Unsignalized Intersections

Unsignalized Intersections	
LOS	**Control Delay per Vehicle (seconds)**
A	≤ 10
B	> 10 and ≤ 15
C	> 15 and ≤ 25
D	> 25 and ≤ 35
E	> 35 and ≤ 50
F	> 50

Using the *Synchro* software, intersection analyses were conducted for the weekday AM peak-hour, weekday PM peak-hour, and Sunday peak time periods. The recommended turn lanes were considered in the build conditions. The results of the intersection AM and PM analyses results are summarized in Table 4. The Sunday peak intersection analyses results are summarized in Table 5.

Table 4 – Intersection Analysis Results

Intersection	Approach	LOS/Delay (seconds)					
		2023 Existing Conditions		2025 No-Build Conditions		2025 Build Conditions	
		AM	PM	AM	PM	AM	PM
SC 46 & Meadow Drive	WB[1]	A/9.7	A/8.9	A/9.9	A/9.0	B/10.4	A/9.3
	NB[2]	D/26.7	D/25.8	D/29.4	D/28.4	E/41.5	E/43.7
Meadow Drive & Site Access #1	WB[2]	-	-	-	-	A/8.7	A/8.8
	SB[1]	-	-	-	-	A/7.4	A/7.4
Meadow Drive & Grassey Lane	WB[2]	-	-	-	-	A/8.5	A/8.5
	SB[1]	-	-	-	-	A/7.3	A/7.3

[1]LOS for major street left turn movement; [2]LOS for minor street approach

Table 5 – Sunday Intersection Analysis Results

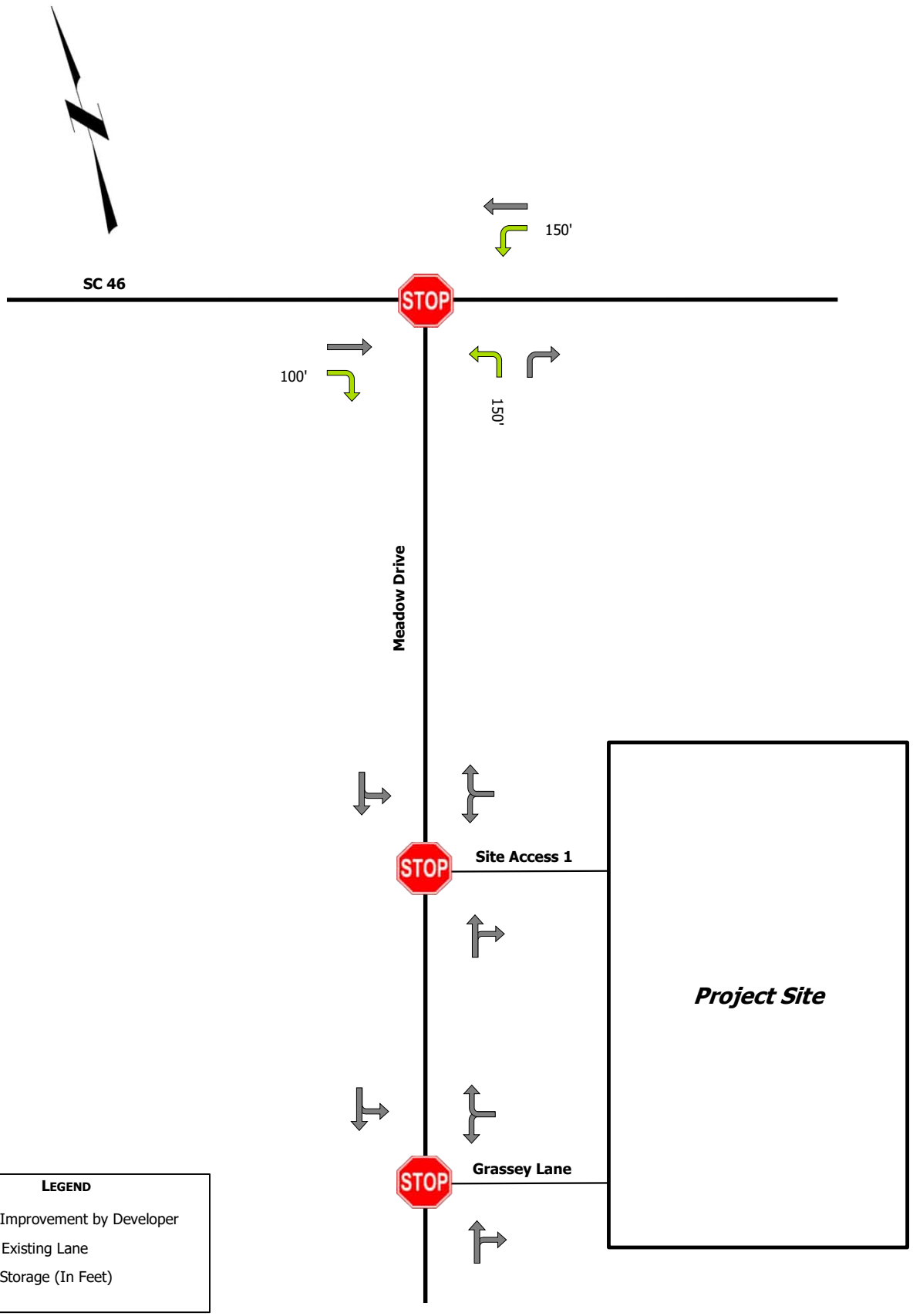
Intersection	Approach	LOS/Delay (seconds)		
		2023 Existing Conditions	2025 No-Build Conditions	2025 Build Conditions
		Sunday Peak		
SC 46 & Meadow Drive	WB[1]	A/0.0	A/0.0	A/9.6
	NB[2]	C/16.7	C/17.7	F/97.9
Meadow Drive & Site Access #1	WB[2]	-	-	A/9.4
	SB[1]	-	-	A/7.7
Meadow Drive & Grassey Lane	WB[2]	-	-	A/8.8
	SB[1]	-	-	A/7.4

[1]LOS for major street left turn movement; [2]LOS for minor street approach

The mainline of the existing intersection of SC 46 & Meadow Drive is expected to operate adequately with the proposed project in the 2025 Build conditions. The Meadow Drive approach is expected to experience delays, however this is typical of minor approaches of two-way stop-controlled intersections. The Meadow Drive approach to SC 46 is recommended to provide two egress lanes and one ingress lane. The Meadow Drive approach should be designed to provide proper sight distances and should meet SCDOT design criteria.

The proposed accesses are expected to operate adequately with one ingress and one egress lane. The site accesses should be designed to provide proper sight distances and should meet Town of Bluffton design criteria.

Figure 13 shows the proposed lane configuration for the Build conditions. The capacity analysis worksheets are provided in Appendix E.


150'
SC 46
STOP
100'
150'
Meadow Drive
STOP
Site Access 1
Project Site
STOP
Grassey Lane
LEGEND
- Improvement by Developer
- Existing Lane
X' - Storage (In Feet)

5. SUMMARY OF FINDINGS AND RECOMMENDATIONS

A traffic impact study was conducted for the proposed Cornerstone Church development in accordance with SCDOT and Town of Bluffton guidelines. The development is proposed to be located on Meadow Drive south of SC 46 in the Town of Bluffton, South Carolina. The development is planned to consist of up to 800 seats and a Monday through Thursday day care with 120 students enrolled. Access to the site will be provided via one existing full access on Meadow Drive and via Grassey Lane.

The proposed accesses are expected to operate adequately with the existing one ingress and one egress lane. The site accesses should be designed to provide proper sight distances and should meet Town of Bluffton design criteria.

Based on the anticipated build out volumes, a left-turn lane and right-turn lane are warranted and recommended along SC 46 at Meadow Drive. The mainline of the existing intersection of SC 46 & Meadow Drive is expected to operate adequately with the proposed project in the 2025 Build conditions. The Meadow Drive approach is expected to experience delays, however this is typical of minor approaches of two-way stop-controlled intersections. The Meadow Drive approach to SC 46 is recommended to provide two egress lanes and one ingress lane. The Meadow Drive approach to SC 46 should to be designed to provide proper sight distances and should meet SCDOT design criteria.

APPENDIX A

Scoping

Katelyn Love

From: Katelyn Love
Sent: Monday, August 14, 2023 4:31 PM
To: Johnson, Joshua A.
Cc: Jeff Ingham
Subject: RE: Cornerstone Church TIS

Thank you, Josh. I reached out to Dillon today. He confirmed with the developer we could use their counts. We will proceed with the AM estimates on Meadow Drive.

Have a good evening,
Katelyn

Katelyn Love, PE, PTOE
Traffic Project Manager
C 803 385 7494

From: Johnson, Joshua A. <JohnsonJA@scdot.org>
Sent: Monday, August 14, 2023 11:40 AM
To: Katelyn Love <klove@rameykemp.com>
Cc: Jeff Ingham <jingham@rameykemp.com>
Subject: RE: Cornerstone Church TIS

Katelyn, I can't authorize you to use counts from someone else's TIA. You'll have to coordinate this with them directly. However, if they permit you to use the counts then I agree to allow an existing traffic estimate for Meadow Drive.

Josh Johnson, PE, PTOE
District Traffic Engineer | SCDOT District 6

From: Katelyn Love <klove@rameykemp.com>
Sent: Friday, July 21, 2023 12:04 PM
To: Johnson, Joshua A. <JohnsonJA@scdot.org>
Cc: Jeff Ingham <jingham@rameykemp.com>
Subject: RE: Cornerstone Church TIS

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***

There are 80 children each day with a total enrollment of 120. I don't think the client was aware of the May River TH development but thank you for looking into the projects.

Since we will need a weekday AM analysis and Meadow Drive serves ~25 single family homes would it b use the May River TH mainline counts on SC 46 and use trip generation to estimate the ins/outs for Meadow Drive? I compared the PM counts as well as the PM trip gen to our counts and I think this could be a viable approach without waiting until the end of August for a count.

Let me know your thoughts.

Thank you,
Katelyn

Katelyn Love, PE, PTOE
Traffic Project Manager
C 803 385 7494

From: Johnson, Joshua A. <JohnsonJA@scdot.org>
Sent: Wednesday, July 19, 2023 10:32 AM
To: Katelyn Love <klove@rameykemp.com>
Cc: Jeff Ingham <jingham@rameykemp.com>
Subject: RE: Cornerstone Church TIS

What is the size of the daycare? If 70 students or less, I am not concerned. If larger, please include but you will need to get the AM traffic counts. If there is objection, you can submit a trip generation and distribution for my review and determination of necessary mitigation. I will need to see where the access is planned to SC 46 to include dimensions to nearby intersections/drives.

I have searched my records and found the "May River Townhomes" TIA from Kimley Horn which I did not technically review but I approved the mitigation because that was what I was recommending anyway. I have attached it here. This may be what you are referring to. There are no SCDOT projects in the area that I am aware of.

Thanks,
Josh Johnson, PE, PTOE
District Traffic Engineer | SCDOT District 6

LEAD 2023
A Hire Purpose

From: Katelyn Love <klove@rameykemp.com>
Sent: Wednesday, July 12, 2023 8:28 AM
To: Johnson, Joshua A. <JohnsonJA@scdot.org>
Cc: Jeff Ingham <jingham@rameykemp.com>
Subject: Cornerstone Church TIS

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***

Josh,

The client for Cornerstone Church has asked for a Monday – Thursday day care be included now. We initially collected Sunday counts and Wednesday PM counts for the church analysis. Do we need to consider a weekday AM peak now with the day care? If so, to keep the project progressing would using the 2021 hourly site data from Station 07-0157 be acceptable?

The client mentioned SCDOT had a current project on SC 46 that included this study area. I do not see a project near Meadow Drive, but one that appears to terminate at SC 170. Is there another project I haven't found?

Thanks,
Katelyn

Katelyn Love, PE, PTOE
Traffic Project Manager
C 803 385 7494

RAMEY KEMP ASSOCIATES
TOGETHER WE ARE LIMITLESS

APPENDIX B

Traffic Count Data

SHORT COUNTS, LLC

735 Maryland St
Columbia, SC 29201

We can't say we're the Best, but you Can!

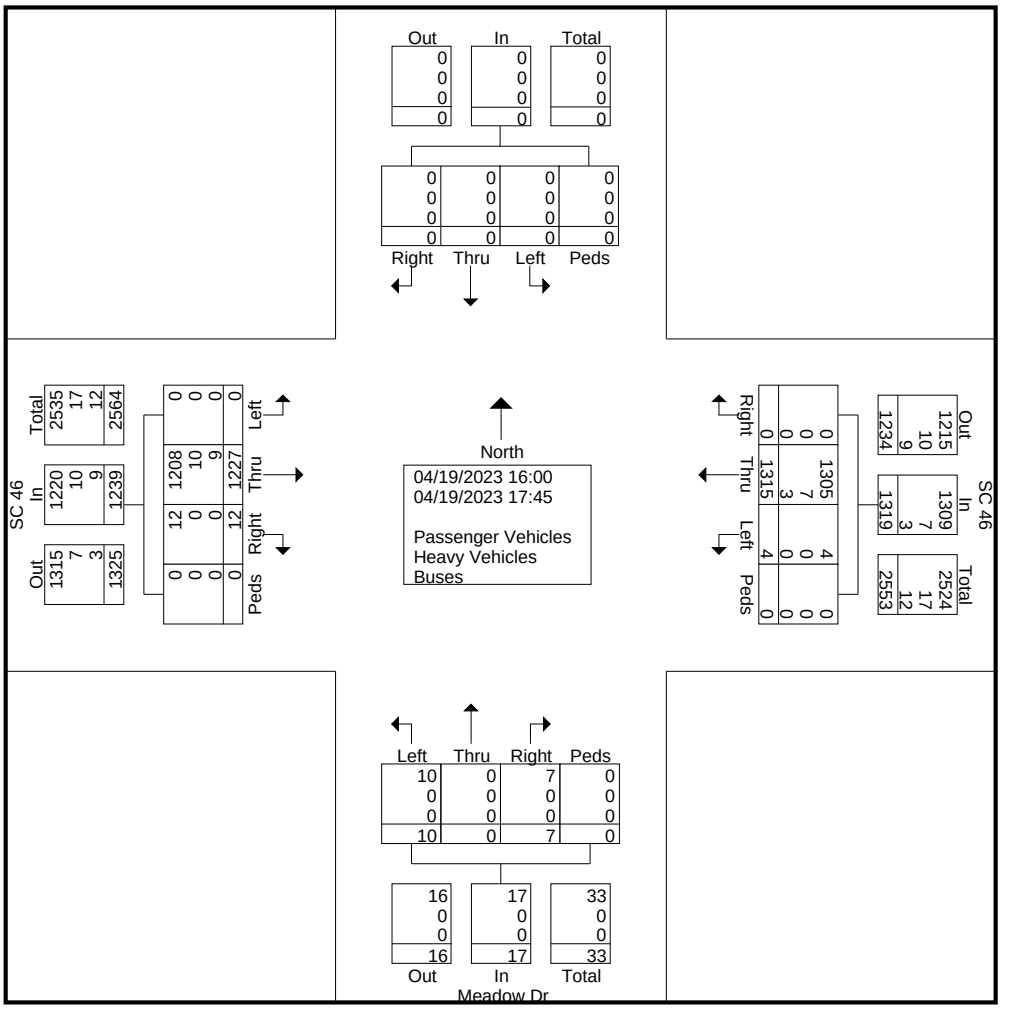
File Name : SC 46 @ Meadow Dr Wednesday
Site Code :
Start Date : 04/19/2023
Page No : 1

Groups Printed- Passenger Vehicles - Heavy Vehicles - Buses

	Southbound				SC 46 Westbound				Meadow Dr Northbound				SC 46 Eastbound				
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Int. Total
16:00	0	0	0	0	1	188	0	0	2	0	1	0	0	162	3	0	357
16:15	0	0	0	0	0	181	0	0	2	0	1	0	0	137	0	0	321
16:30	0	0	0	0	1	155	0	0	1	0	0	0	0	161	1	0	319
16:45	0	0	0	0	0	165	0	0	2	0	0	0	0	137	1	0	305
Total	0	0	0	0	2	689	0	0	7	0	2	0	0	597	5	0	1302
17:00	0	0	0	0	0	146	0	0	1	0	2	0	0	188	1	0	338
17:15	0	0	0	0	1	166	0	0	2	0	2	0	0	141	2	0	314
17:30	0	0	0	0	0	139	0	0	0	0	0	0	0	152	2	0	293
17:45	0	0	0	0	1	175	0	0	0	0	1	0	0	149	2	0	328
Total	0	0	0	0	2	626	0	0	3	0	5	0	0	630	7	0	1273
Grand Total	0	0	0	0	4	1315	0	0	10	0	7	0	0	1227	12	0	2575
Apprch %	0	0	0	0	0.3	99.7	0	0	58.8	0	41.2	0	0	99	1	0	
Total %	0	0	0	0	0.2	51.1	0	0	0.4	0	0.3	0	0	47.7	0.5	0	
Passenger Vehicles	0	0	0	0	4	1305	0	0	10	0	7	0	0	1208	12	0	2546
% Passenger Vehicles	0	0	0	0	100	99.2	0	0	100	0	100	0	0	98.5	100	0	98.9
Heavy Vehicles	0	0	0	0	0	7	0	0	0	0	0	0	0	10	0	0	17
% Heavy Vehicles	0	0	0	0	0	0.5	0	0	0	0	0	0	0	0.8	0	0	0.7
Buses	0	0	0	0	0	3	0	0	0	0	0	0	0	9	0	0	12
% Buses	0	0	0	0	0	0.2	0	0	0	0	0	0	0	0.7	0	0	0.5

SHORT COUNTS, LLC
735 Maryland St
Columbia, SC 29201
We can't say we're the Best, but you Can!

File Name : SC 46 @ Meadow Dr Wednesday
Site Code :
Start Date : 04/19/2023
Page No : 2



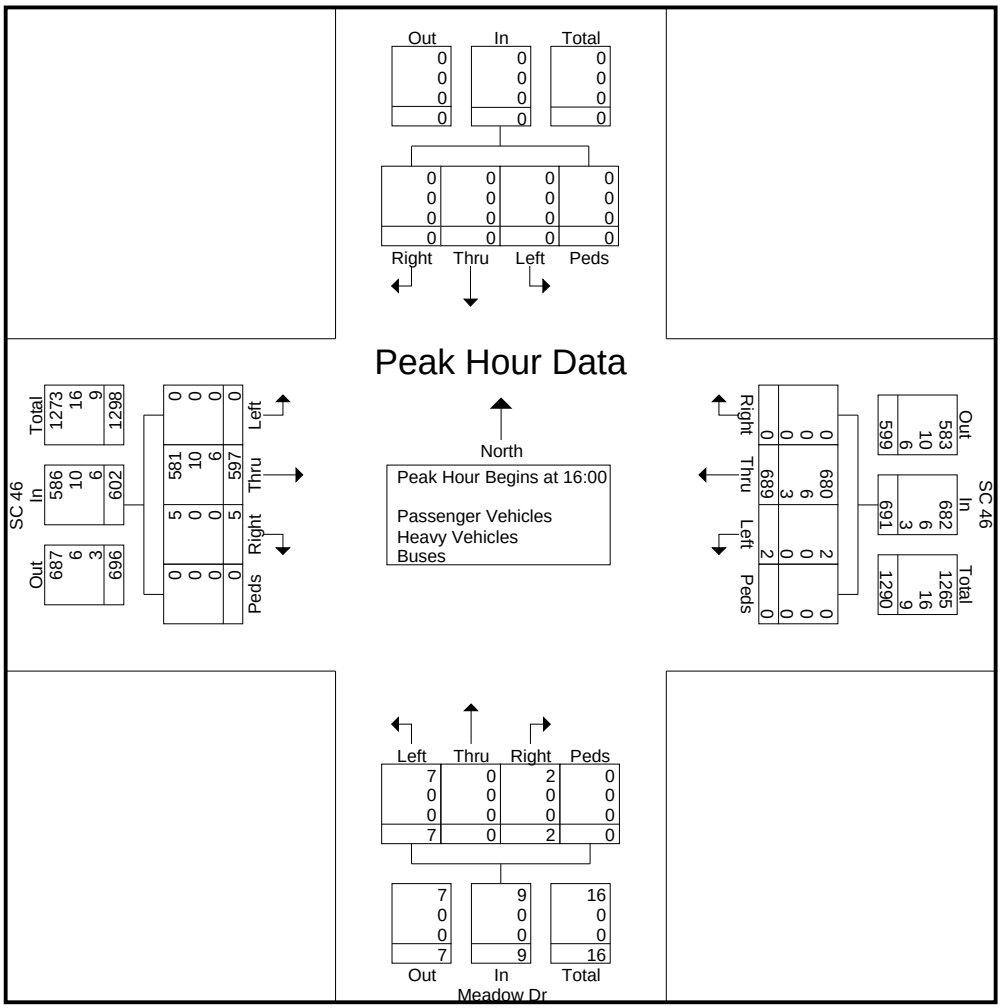
SHORT COUNTS, LLC

735 Maryland St
Columbia, SC 29201

We can't say we're the Best, but you Can!

File Name : SC 46 @ Meadow Dr Wednesday
Site Code :
Start Date : 04/19/2023
Page No : 3

	Southbound					SC 46 Westbound					Meadow Dr Northbound					SC 46 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 16:00 to 17:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 16:00																					
16:00	0	0	0	0	0	**1**	**188**	0	0	**189**	**2**	0	**1**	0	**3**	0	**162**	**3**	0	**165**	**357**
16:15	0	0	0	0	0	0	181	0	0	181	2	0	1	0	3	0	137	0	0	137	321
16:30	0	0	0	0	0	1	155	0	0	156	1	0	0	0	1	0	161	1	0	162	319
16:45	0	0	0	0	0	0	165	0	0	165	2	0	0	0	2	0	137	1	0	138	305
Total Volume	0	0	0	0	0	2	689	0	0	691	7	0	2	0	9	0	597	5	0	602	1302
% App. Total	0	0	0	0		0.3	99.7	0	0		77.8	0	22.2	0		0	99.2	0.8	0		
PHF	.000	.000	.000	.000	.000	.500	.916	.000	.000	.914	.875	.000	.500	.000	.750	.000	.921	.417	.000	.912	.912
Passenger Vehicles	0	0	0	0	0	2	680	0	0	682	7	0	2	0	9	0	581	5	0	586	1277
% Passenger Vehicles																					
Heavy Vehicles	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	0	10	0	0	10	16
% Heavy Vehicles	0	0	0	0	0	0	0.9	0	0	0.9	0	0	0	0	0	0	1.7	0	0	1.7	1.2
Buses	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	0	6	0	0	6	9
% Buses	0	0	0	0	0	0	0.4	0	0	0.4	0	0	0	0	0	0	1.0	0	0	1.0	0.7



SHORT COUNTS, LLC

735 Maryland St
Columbia, SC 29201

We can't say we're the Best, but you Can!

File Name : SC 46 @ Meadow Dr Sunday
Site Code :
Start Date : 04/23/2023
Page No : 1

Groups Printed- Passenger Vehicles - Heavy Vehicles - Buses

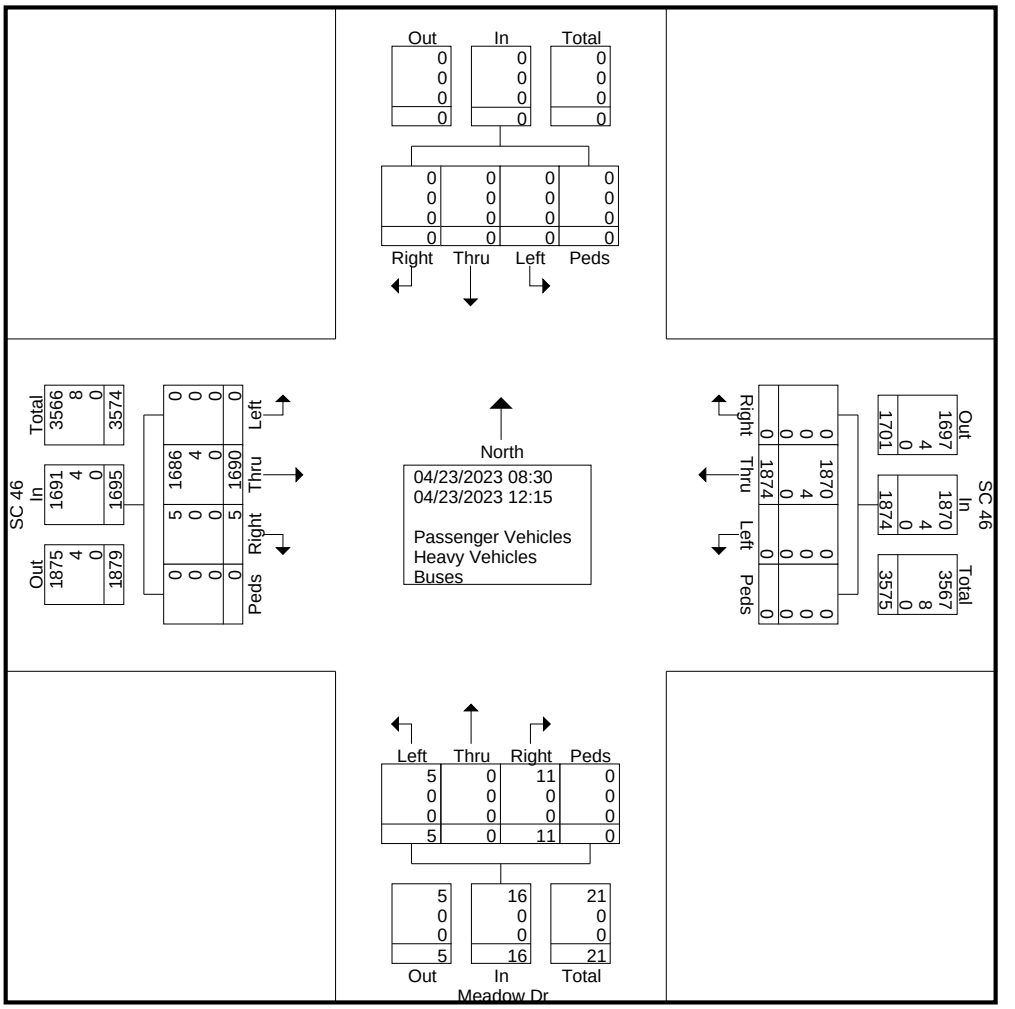
	Southbound				SC 46 Westbound				Meadow Dr Northbound				SC 46 Eastbound				
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Int. Total
08:30	0	0	0	0	0	53	0	0	1	0	1	0	0	83	0	0	138
08:45	0	0	0	0	0	57	0	0	0	0	0	0	0	84	0	0	141
Total	0	0	0	0	0	110	0	0	1	0	1	0	0	167	0	0	279
09:00	0	0	0	0	0	74	0	0	0	0	0	0	0	62	1	0	137
09:15	0	0	0	0	0	91	0	0	0	0	0	0	0	105	0	0	196
09:30	0	0	0	0	0	108	0	0	0	0	1	0	0	103	0	0	212
09:45	0	0	0	0	0	99	0	0	0	0	0	0	0	94	0	0	193
Total	0	0	0	0	0	372	0	0	0	0	1	0	0	364	1	0	738
10:00	0	0	0	0	0	109	0	0	1	0	0	0	0	108	0	0	218
10:15	0	0	0	0	0	131	0	0	0	0	1	0	0	116	1	0	249
10:30	0	0	0	0	0	135	0	0	0	0	0	0	0	95	0	0	230
10:45	0	0	0	0	0	140	0	0	0	0	0	0	0	95	1	0	236
Total	0	0	0	0	0	515	0	0	1	0	1	0	0	414	2	0	933
11:00	0	0	0	0	0	146	0	0	0	0	4	0	0	97	0	0	247
11:15	0	0	0	0	0	135	0	0	0	0	0	0	0	131	0	0	266
11:30	0	0	0	0	0	160	0	0	1	0	0	0	0	117	1	0	279
11:45	0	0	0	0	0	139	0	0	2	0	1	0	0	128	1	0	271
Total	0	0	0	0	0	580	0	0	3	0	5	0	0	473	2	0	1063
12:00	0	0	0	0	0	143	0	0	0	0	1	0	0	127	0	0	271
12:15	0	0	0	0	0	154	0	0	0	0	2	0	0	145	0	0	301
Grand Total	0	0	0	0	0	1874	0	0	5	0	11	0	0	1690	5	0	3585
Apprch %	0	0	0	0	0	100	0	0	31.2	0	68.8	0	0	99.7	0.3	0	
Total %	0	0	0	0	0	52.3	0	0	0.1	0	0.3	0	0	47.1	0.1	0	
Passenger Vehicles	0	0	0	0	0	1870	0	0	5	0	11	0	0	1686	5	0	3577
% Passenger Vehicles	0	0	0	0	0	99.8	0	0	100	0	100	0	0	99.8	100	0	99.8
Heavy Vehicles	0	0	0	0	0	4	0	0	0	0	0	0	0	4	0	0	8
% Heavy Vehicles	0	0	0	0	0	0.2	0	0	0	0	0	0	0	0.2	0	0	0.2
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

SHORT COUNTS, LLC

735 Maryland St
Columbia, SC 29201

We can't say we're the Best, but you Can!

File Name : SC 46 @ Meadow Dr Sunday
Site Code :
Start Date : 04/23/2023
Page No : 2



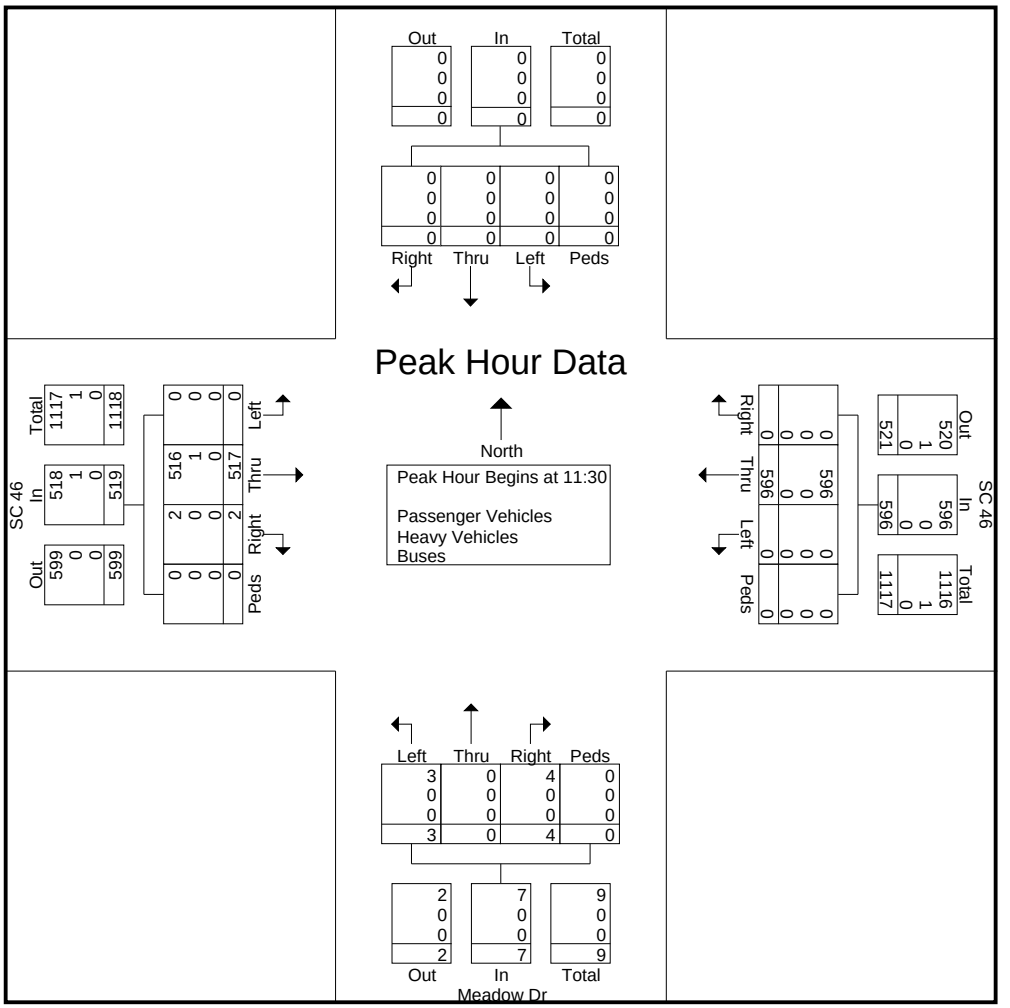
SHORT COUNTS, LLC

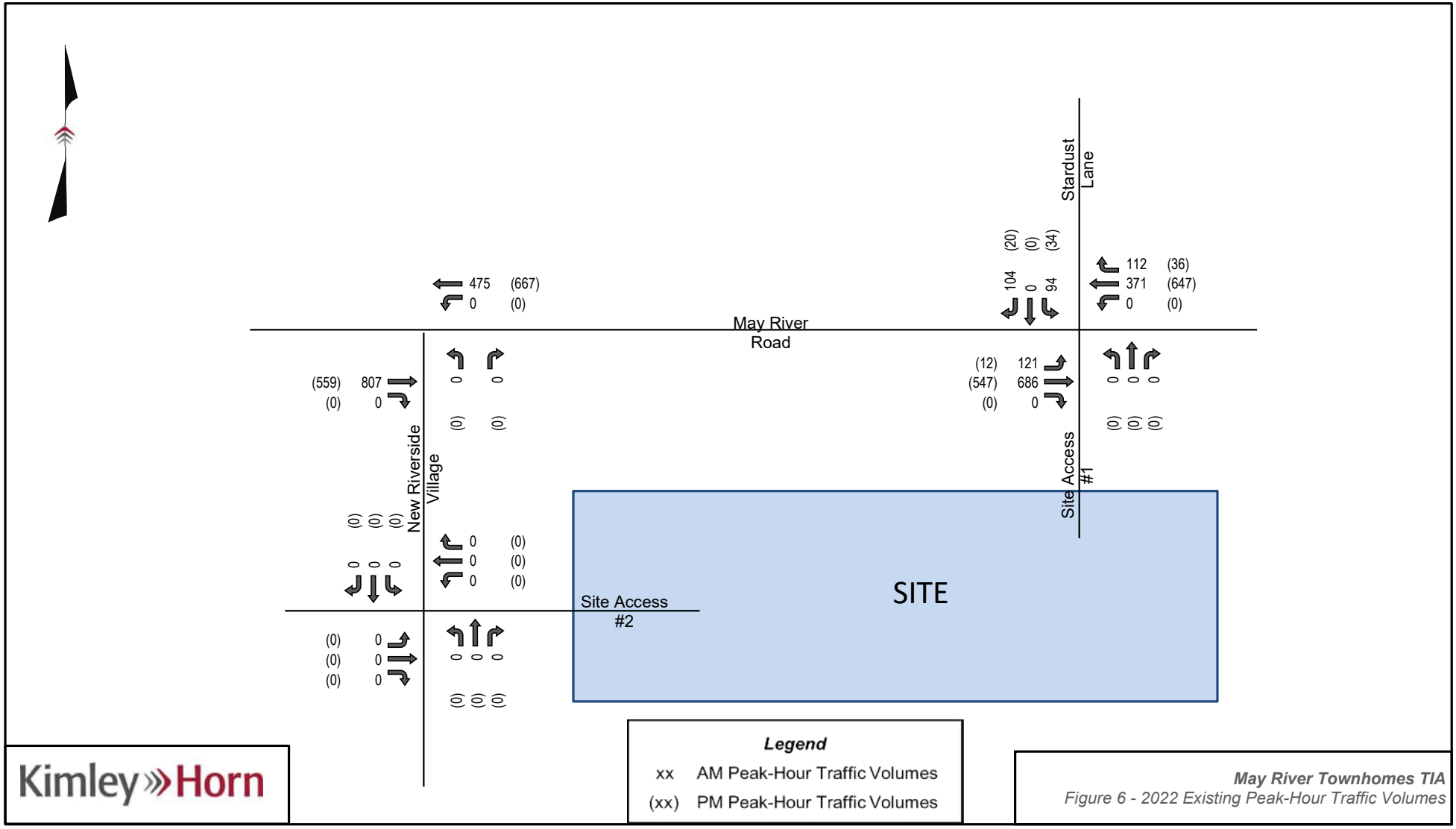
735 Maryland St
Columbia, SC 29201

We can't say we're the Best, but you Can!

File Name : SC 46 @ Meadow Dr Sunday
Site Code :
Start Date : 04/23/2023
Page No : 3

	Southbound					SC 46 Westbound					Meadow Dr Northbound					SC 46 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 08:30 to 12:15 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:30																					
11:30	0	0	0	0	0	0	**160**	0	0	**160**	1	0	0	0	1	0	117	**1**	0	118	279
11:45	0	0	0	0	0	0	139	0	0	139	**2**	0	1	0	**3**	0	128	1	0	129	271
12:00	0	0	0	0	0	0	143	0	0	143	0	0	1	0	1	0	127	0	0	127	271
12:15	0	0	0	0	0	0	154	0	0	154	0	0	**2**	0	2	0	**145**	0	0	**145**	**301**
Total Volume	0	0	0	0	0	0	596	0	0	596	3	0	4	0	7	0	517	2	0	519	1122
% App. Total	0	0	0	0		0	100	0	0		42.9	0	57.1	0		0	99.6	0.4	0		
PHF	.000	.000	.000	.000	.000	.000	.931	.000	.000	.931	.375	.000	.500	.000	.583	.000	.891	.500	.000	.895	.932
Passenger Vehicles	0	0	0	0	0	0	596	0	0	596	3	0	4	0	7	0	516	2	0	518	1121
% Passenger Vehicles																					
Heavy Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
% Heavy Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.2	0	0	0.2	0.1
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0





Kimley»Horn

May River Townhomes TIA

Figure 6 - 2022 Existing Peak-Hour Traffic Volumes

APPENDIX C

Traffic Volume Development Worksheets &

ITE Trip Generation Sheets

INTERSECTION TRAFFIC VOLUME DEVELOPMENT

SC 46 & Meadow Drive

TRAFFIC CONTROL: Unsignalized

DATE COUNTED: Wednesday, April 19, 2023

AM PEAK HOUR (7:00-8:00 AM)	NBL	NBT	NBR	SBL	SBT	SBR	WBL	WBT	WBR	EBL	EBT	EBR
2022 Traffic Volumes	**12**		**4**				**1**	**483**			**780**	**4**
Years To Current Year (2023)	1	1	1	1	1	1	1	1	1	1	1	1
Yearly Growth Rate	2.0%		2.0%				2.0%	2.0%			2.0%	2.0%
Background Traffic Growth	0		0				0	10			16	0
2023 TRAFFIC VOLUMES	**12**		**4**				**1**	**493**			**796**	**4**
Years To Buildout (2025)	2		2				2	2			2	2
Yearly Growth Rate	2.0%		2.0%				2.0%	2.0%			2.0%	2.0%
Background Traffic Growth	0		0				0	20			32	0
Vested New Trips								5			16	
Vested Traffic Volumes								5			16	
2025 NO-BUILD TRAFFIC VOLUMES	**12**		**4**				**1**	**518**			**844**	**4**
Inbound Trip Distribution Percentage							45%					55%
Outbound Trip Distribution Percentage	55%		45%									
Inbound New Project Traffic							36					44
Outbound New Project Traffic	35		29									
Total New Project Traffic	35		29				36					44
2025 BUILD TRAFFIC VOLUMES	**47**		**33**				**37**	**518**			**844**	**48**

PM PEAK HOUR (4:00-5:00 PM)	NBL	NBT	NBR	SBL	SBT	SBR	WBL	WBT	WBR	EBL	EBT	EBR
2023 TRAFFIC VOLUMES	**7**		**2**				**2**	**689**			**597**	**5**
Years To Current Year (2023)	0		0				0	0			0	0
Yearly Growth Rate	2.0%		2.0%				2.0%	2.0%			2.0%	2.0%
Background Traffic Growth	0		0				0	0			0	0
2023 TRAFFIC VOLUMES	**7**		**2**				**2**	**689**			**597**	**5**
Years To Buildout (2025)	2		2				2	2			2	2
Yearly Growth Rate	2.0%		2.0%				2.0%	2.0%			2.0%	2.0%
Background Traffic Growth	0		0				0	28			24	0
Vested New Trips								16			9	
Vested Traffic Volumes								16			9	
2025 NO-BUILD TRAFFIC VOLUMES	**7**		**2**				**2**	**733**			**630**	**5**
Inbound Trip Distribution Percentage							45%					55%
Outbound Trip Distribution Percentage	55%		45%									
Inbound New Project Traffic							34					42
Outbound New Project Traffic	50		41									
Total New Project Traffic	50		41				34					42
2025 BUILD TRAFFIC VOLUMES	**57**		**43**				**36**	**733**			**630**	**47**

INTERSECTION TRAFFIC VOLUME DEVELOPMENT

Meadow Drive & Site Access 1

TRAFFIC CONTROL: Unsignalized

DATE COUNTED: N/A

SUNDAY PEAK HOUR	NBL	NBT	NBR	SBL	SBT	SBR	WBL	WBT	WBR	EBL	EBT	EBR
2021 Traffic Volumes		**16**	**0**	**0**	**5**		**0**		**0**			
Years To Current Year (2023)		0	0	0	0		0		0			
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%		2.0%		2.0%			
Background Traffic Growth		0	0	0	0		0		0			
2023 TRAFFIC VOLUMES		**16**	**0**	**0**	**5**		**0**		**0**			
Years To Buildout (2025)		2	2	2	2		2		2			
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%		2.0%		2.0%			
Background Traffic Growth		1	0	0	0		0		0			
Vested New Trips												
Vested Traffic Volumes												
2025 NO-BUILD TRAFFIC VOLUMES		**17**	**0**	**0**	**5**		**0**		**0**			
Inbound Trip Distribution Percentage				**50%**	**50%**							
Outbound Trip Distribution Percentage		**50%**							50%			
Inbound New Project Traffic				40	40							
Outbound New Project Traffic		32							32			
Total New Project Traffic		32		40	40				32			
2025 BUILD TRAFFIC VOLUMES		**49**	**0**	**40**	**45**		**0**		**32**			

PM PEAK HOUR	NBL	NBT	NBR	SBL	SBT	SBR	WBL	WBT	WBR	EBL	EBT	EBR
2023 TRAFFIC VOLUMES		**9**	**0**	**0**	**7**		**0**		**0**			
Years To Current Year (2023)		0	0	0	0		0		0			
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%		2.0%		2.0%			
Background Traffic Growth		0	0	0	0		0		0			
2023 TRAFFIC VOLUMES		**9**	**0**	**0**	**7**		**0**		**0**			
Years To Buildout (2025)		2	2	2	2		2		2			
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%		2.0%		2.0%			
Background Traffic Growth		0	0	0	0		0		0			
2025 NO-BUILD TRAFFIC VOLUMES		**9**	**0**	**0**	**7**		**0**		**0**			
Inbound Trip Distribution Percentage				**50%**	**50%**							
Outbound Trip Distribution Percentage		**50%**							50%			
Inbound New Project Traffic				38	38							
Outbound New Project Traffic		45							45			
Total New Project Traffic		45		38	38				45			
2025 BUILD TRAFFIC VOLUMES		**54**	**0**	**38**	**45**		**0**		**45**			

INTERSECTION TRAFFIC VOLUME DEVELOPMENT

Meadow Drive & Grassey Lane

TRAFFIC CONTROL: Unsignalized

DATE COUNTED: N/A

SUNDAY PEAK HOUR	NBL	NBT	NBR	SBL	SBT	SBR	WBL	WBT	WBR	EBL	EBT	EBR
2021 Traffic Volumes		**16**	**0**	**0**	**5**		**0**		**0**			
Years To Current Year (2023)		0	0	0	0		0		0			
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%		2.0%		2.0%			
Background Traffic Growth		0	0	0	0		0		0			
2023 TRAFFIC VOLUMES		**16**	**0**	**0**	**5**		**0**		**0**			
Years To Buildout (2025)		2	2	2	2		2		2			
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%		2.0%		2.0%			
Background Traffic Growth		1	0	0	0		0		0			
Vested New Trips												
Vested Traffic Volumes												
2025 NO-BUILD TRAFFIC VOLUMES		**17**	**0**	**0**	**5**		**0**		**0**			
Inbound Trip Distribution Percentage				**50%**								
Outbound Trip Distribution Percentage									50%			
Inbound New Project Traffic				40								
Outbound New Project Traffic									32			
Total New Project Traffic				40					32			
2025 BUILD TRAFFIC VOLUMES		**17**	**0**	**40**	**5**		**0**		**32**			

PM PEAK HOUR	NBL	NBT	NBR	SBL	SBT	SBR	WBL	WBT	WBR	EBL	EBT	EBR
2023 TRAFFIC VOLUMES		**9**	**0**	**0**	**7**		**0**		**0**			
Years To Current Year (2023)		0	0	0	0		0		0			
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%		2.0%		2.0%			
Background Traffic Growth		0	0	0	0		0		0			
2023 TRAFFIC VOLUMES		**9**	**0**	**0**	**7**		**0**		**0**			
Years To Buildout (2025)		2	2	2	2		2		2			
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%		2.0%		2.0%			
Background Traffic Growth		0	0	0	0		0		0			
2025 NO-BUILD TRAFFIC VOLUMES		**9**	**0**	**0**	**7**		**0**		**0**			
Inbound Trip Distribution Percentage				**50%**								
Outbound Trip Distribution Percentage									50%			
Inbound New Project Traffic				38								
Outbound New Project Traffic									45			
Total New Project Traffic				38					45			
2025 BUILD TRAFFIC VOLUMES		**9**	**0**	**38**	**7**		**0**		**45**			

INTERSECTION TRAFFIC VOLUME DEVELOPMENT

SC 46 & Meadow Drive

TRAFFIC CONTROL: Unsignalized

DATE COUNTED: Sunday, April 23, 2023

SUNDAY PEAK HOUR (11:30 AM-12:30 PM)	NBL	NBT	NBR	SBL	SBT	SBR	WBL	WBT	WBR	EBL	EBT	EBR
2023 Traffic Volumes	**3**		**4**				**0**	**596**			**517**	**2**
Years To Current Year (2023)	0	0	0	0	0	0	0	0	0	0	0	0
Yearly Growth Rate	2.0%		2.0%				2.0%	2.0%			2.0%	2.0%
Background Traffic Growth	0		0				0	0			0	0
2023 TRAFFIC VOLUMES	**3**		**4**				**0**	**596**			**517**	**2**
Years To Buildout (2025)	2		2				2	2			2	2
Yearly Growth Rate	2.0%		2.0%				2.0%	2.0%			2.0%	2.0%
Background Traffic Growth	0		0				0	24			21	0
Vested New Trips								5			16	
Vested Traffic Volumes								5			16	
2025 NO-BUILD TRAFFIC VOLUMES	**3**		**4**				**0**	**625**			**554**	**2**
Inbound Trip Distribution Percentage							**45%**					**55%**
Outbound Trip Distribution Percentage	**55%**		**45%**									
Inbound New Project Traffic							92					112
Outbound New Project Traffic	116		95									
Total New Project Traffic	116		95				92					112
2025 BUILD TRAFFIC VOLUMES	**119**		**99**				**92**	**625**			**554**	**114**

INTERSECTION TRAFFIC VOLUME DEVELOPMENT

Meadow Drive & Site Access 1

TRAFFIC CONTROL: Unsignalized

DATE COUNTED: N/A

SUNDAY PEAK HOUR	NBL	NBT	NBR	SBL	SBT	SBR	WBL	WBT	WBR	EBL	EBT	EBR
2023 Traffic Volumes		**7**	**0**	**0**	**2**		**0**		**0**			
Years To Current Year (2023)	0	0	0	0	0	0	0	0	0	0	0	0
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%		2.0%		2.0%			
Background Traffic Growth		0	0	0	0		0		0			
2023 TRAFFIC VOLUMES		**7**	**0**	**0**	**2**		**0**		**0**			
Years To Buildout (2025)		2	2	2	2		2		2			
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%		2.0%		2.0%			
Background Traffic Growth		0	0	0	0		0		0			
Vested New Trips												
Vested Traffic Volumes												
2025 NO-BUILD TRAFFIC VOLUMES		**7**	**0**	**0**	**2**		**0**		**0**			
Inbound Trip Distribution Percentage				**50%**	**50%**							
Outbound Trip Distribution Percentage		**50%**							50%			
Inbound New Project Traffic				102	102							
Outbound New Project Traffic		106							105			
Total New Project Traffic		106		102	102				105			
2025 BUILD TRAFFIC VOLUMES		**113**	**0**	**102**	**104**		**0**		**105**			

INTERSECTION TRAFFIC VOLUME DEVELOPMENT

Meadow Drive & Grassey Lane

TRAFFIC CONTROL: Unsignalized

DATE COUNTED: N/A

SUNDAY PEAK HOUR	NBL	NBT	NBR	SBL	SBT	SBR	WBL	WBT	WBR	EBL	EBT	EBR
2023 Traffic Volumes		**7**	**0**	**0**	**2**		**0**		**0**			
Years To Current Year (2023)	0	0	0	0	0	0	0	0	0	0	0	0
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%		2.0%		2.0%			
Background Traffic Growth		0	0	0	0		0		0			
2023 TRAFFIC VOLUMES		**7**	**0**	**0**	**2**		**0**		**0**			
Years To Buildout (2025)		2	2	2	2		2		2			
Yearly Growth Rate		2.0%	2.0%	2.0%	2.0%		2.0%		2.0%			
Background Traffic Growth		0	0	0	0		0		0			
Vested New Trips												
Vested Traffic Volumes												
2025 NO-BUILD TRAFFIC VOLUMES		**7**	**0**	**0**	**2**		**0**		**0**			
Inbound Trip Distribution Percentage				**50%**								
Outbound Trip Distribution Percentage									50%			
Inbound New Project Traffic				102								
Outbound New Project Traffic									106			
Total New Project Traffic				102					106			
2025 BUILD TRAFFIC VOLUMES		**7**	**0**	**102**	**2**		**0**		**106**			

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Query Filter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
210

LAND USE GROUP:
(200-299) Residential

LAND USE :
210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

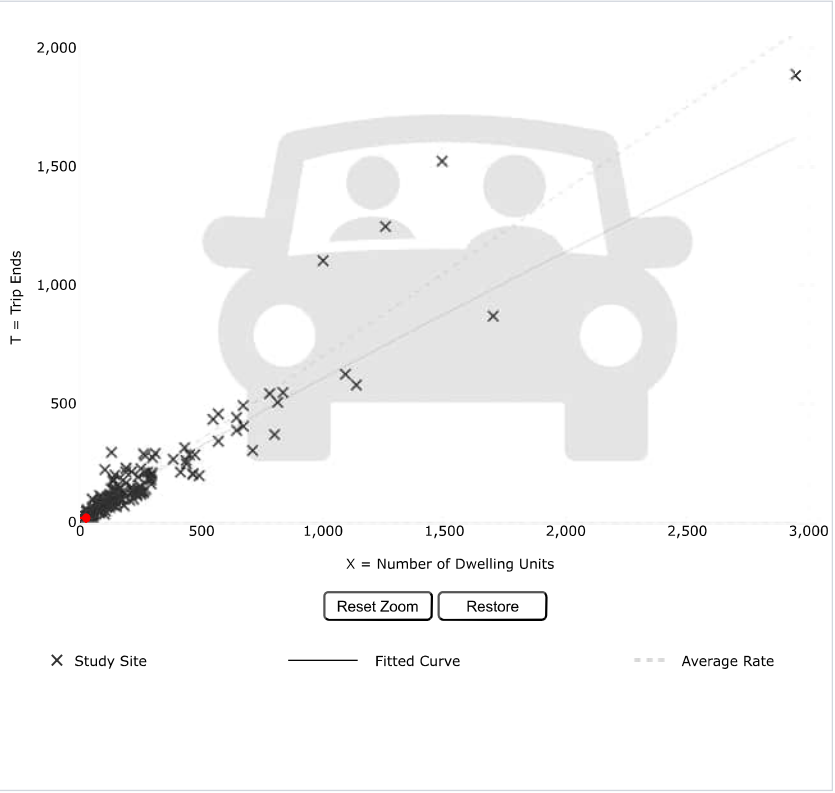
INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Tr

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
25 Calculate

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Single-Family Detached Housing (210) Click for Description and Data Plots

Independent Variable:
Dwelling Units

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 7 and 9 a.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
192

Avg. Num. of Dwelling Units:
226

Average Rate:
0.70

Range of Rates:
0.27 - 2.27

Standard Deviation:
0.24

Fitted Curve Equation:
Ln(T) = 0.91 Ln(X) + 0.12

R^2:
0.90

Directional Distribution:
25% entering, 75% exiting

Calculated Trip Ends:
Average Rate: 18 (Total), 4 (Entry), 14 (Exit)
Fitted Curve: 21 (Total), 5 (Entry), 16 (Exit)

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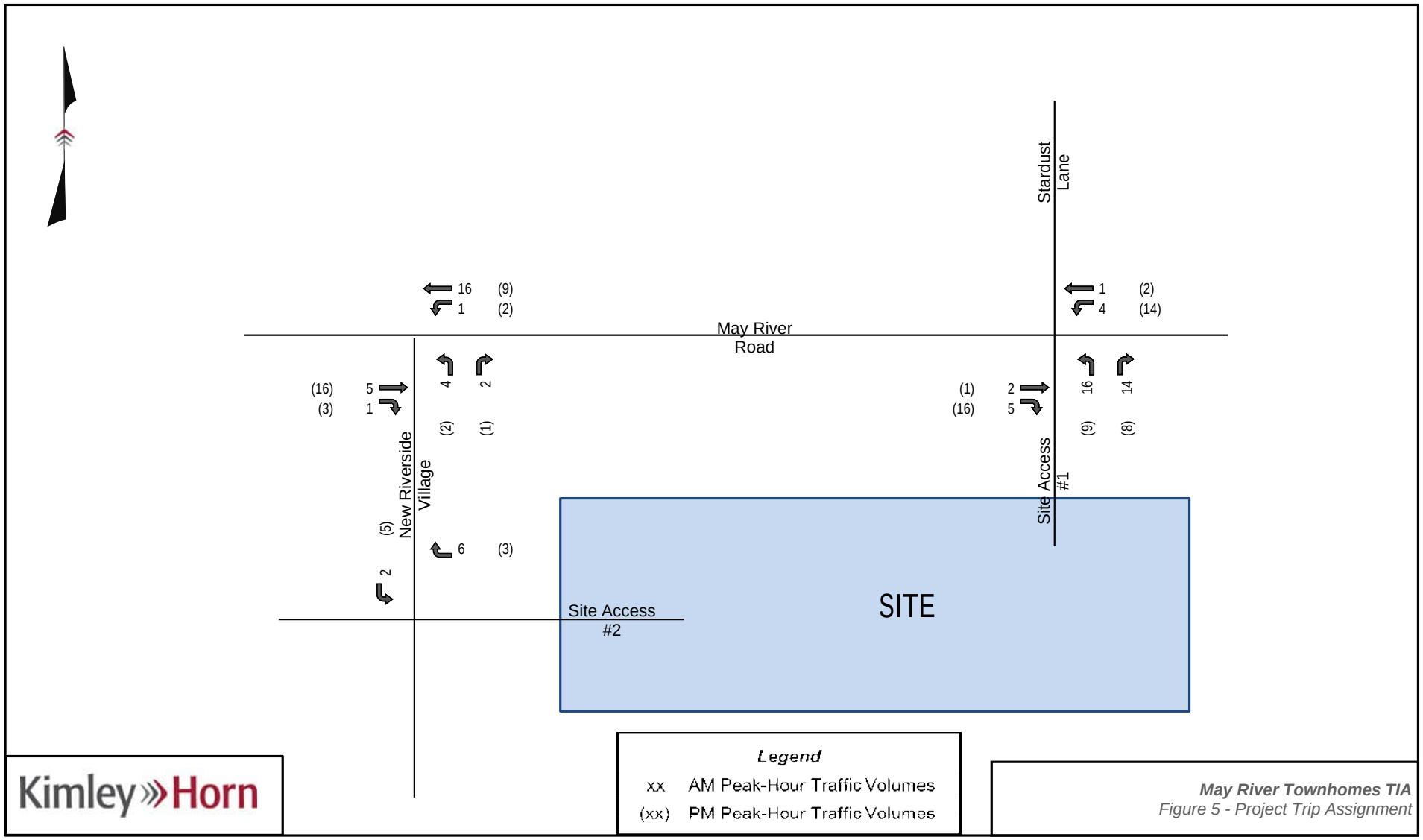
Stardust Lane
May River Road
New Riverside Village
Site Access #1
Site Access #2
SITE
16 (9)
1 (2)
1 (2)
4 (14)
(16) 5
(3) 1
4 2
(2) (1)
(1) 2
(16) 5
16 14
(9) (8)
(5) 2
6 (3)
Legend
xx AM Peak-Hour Traffic Volumes
(xx) PM Peak-Hour Traffic Volumes
Kimley»Horn
May River Townhomes TIA
Figure 5 - Project Trip Assignment

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Query Filter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
560

LAND USE GROUP:
(500-599) Institutional

LAND USE :
560 - Church

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

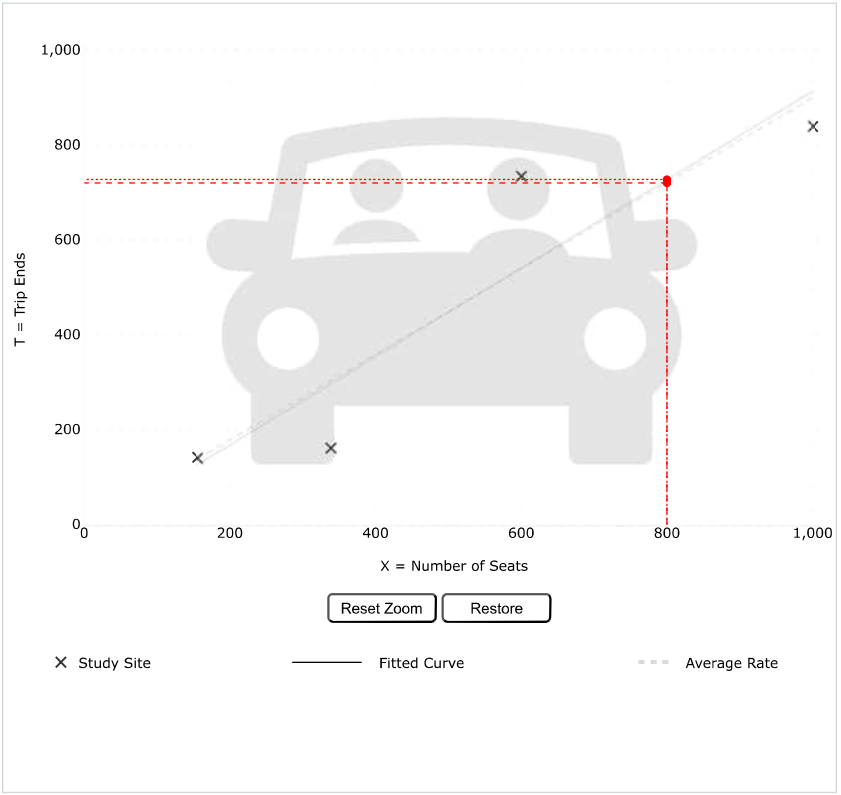
INDEPENDENT VARIABLE (IV):
Seats

TIME PERIOD:
Weekday

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
800 Calculate

Data Plot and Equation *Caution – Small Sample Size*



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Church (560) Click for Description and Data Plots

Independent Variable:
Seats

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
4

Avg. Num. of Seats:
524

Average Rate:
0.90

Range of Rates:
0.48 - 1.22

Standard Deviation:
0.28

Fitted Curve Equation:
T = 0.93(X) - 16.74

R^2:
0.85

Directional Distribution:
50% entering, 50% exiting

Calculated Trip Ends:
Average Rate: 720 (Total), 360 (Entry), 360 (Exit)
Fitted Curve: 727 (Total), 364 (Entry), 363 (Exit)

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DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
560

LAND USE GROUP:
(500-599) Institutional

LAND USE :
560 - Church

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

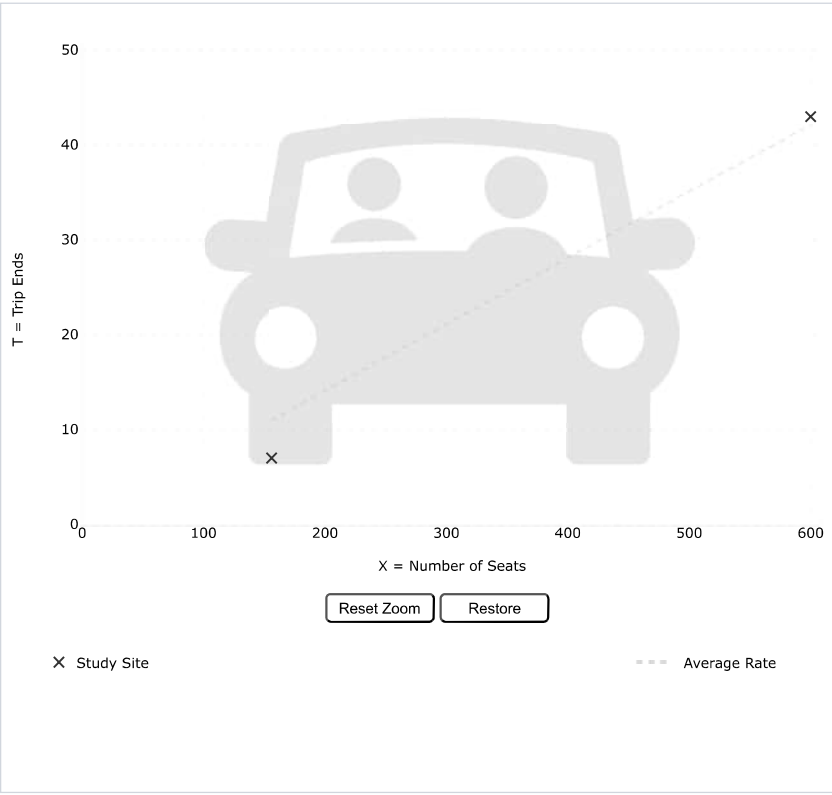
INDEPENDENT VARIABLE (IV):
Seats

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Tr

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
800 Calculate

Data Plot and Equation *Caution – Small Sample Size*



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Church (560) Click for Description and Data Plots

Independent Variable:
Seats

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 7 and 9 a.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
2

Avg. Num. of Seats:
378

Average Rate:
0.07

Range of Rates:
0.04 - 0.07

Standard Deviation:
****

Fitted Curve Equation:
Not Given

R^2:
****

Directional Distribution:
60% entering, 40% exiting

Calculated Trip Ends:
Average Rate: 56 (Total), 34 (Entry), 22 (Exit)

VERSION: 6.0.2 (UPDATES) | DATA: 11TH EDITION | TERMS AND CONDITIONS | PRIVACY | ITE MARKETPLACE

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Query Filter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
560

LAND USE GROUP:
(500-599) Institutional

LAND USE :
560 - Church

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

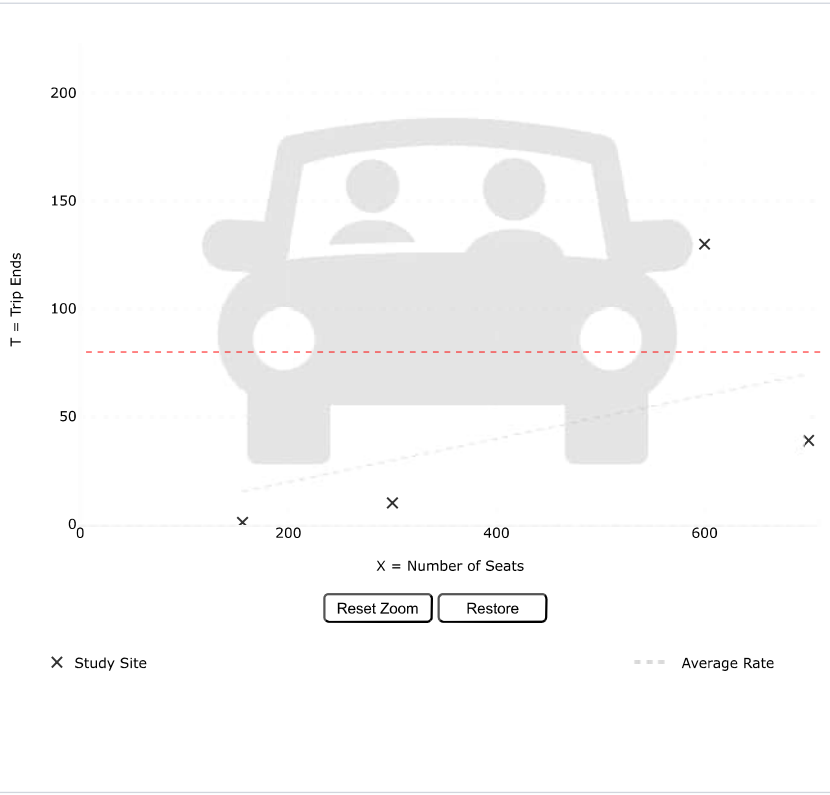
INDEPENDENT VARIABLE (IV):
Seats

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Tr

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
800 Calculate

Data Plot and Equation *Caution – Small Sample Size*



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Church (560) Click for Description and Data Plots

Independent Variable:
Seats

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
4

Avg. Num. of Seats:
439

Average Rate:
0.10

Range of Rates:
0.01 - 0.22

Standard Deviation:
0.10

Fitted Curve Equation:
Not Given

R^2:
****

Directional Distribution:
45% entering, 55% exiting

Calculated Trip Ends:
Average Rate: 80 (Total), 36 (Entry), 44 (Exit)

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DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
560

LAND USE GROUP:
(500-599) Institutional

LAND USE :
560 - Church

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

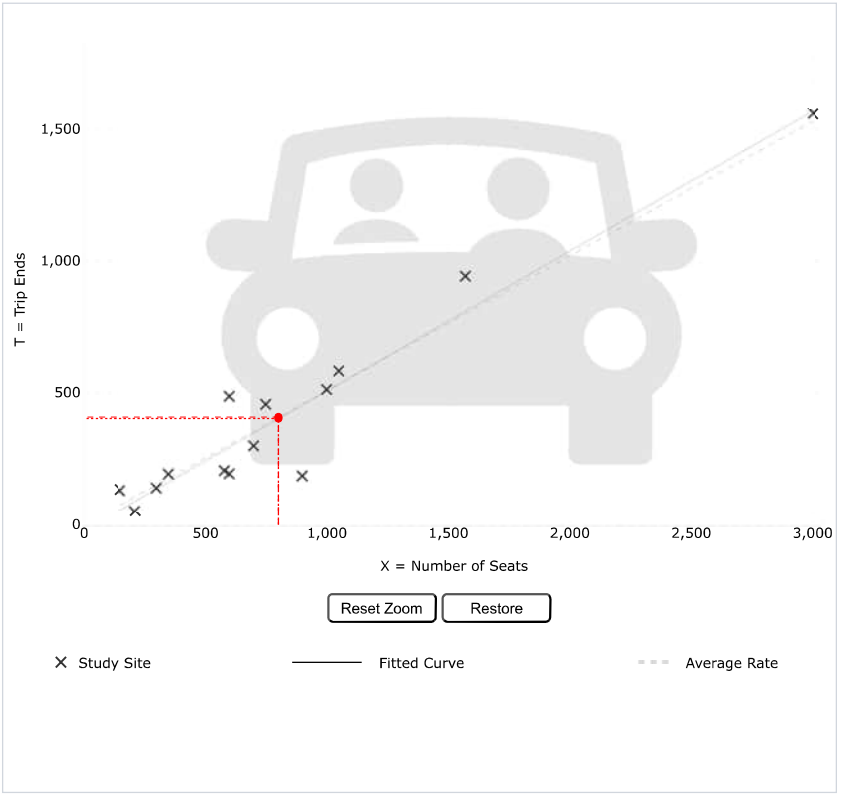
INDEPENDENT VARIABLE (IV):
Seats

TIME PERIOD:
Sunday, Peak Hour of Generator

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
800 Calculate

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Church (560) Click for Description and Data Plots

Independent Variable:
Seats

Time Period:
Sunday
Peak Hour of Generator

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
14

Avg. Num. of Seats:
840

Average Rate:
0.51

Range of Rates:
0.21 - 0.89

Standard Deviation:
0.15

Fitted Curve Equation:
T = 0.53(X) - 21.83

R^2:
0.92

Directional Distribution:
49% entering, 51% exiting

Calculated Trip Ends:
Average Rate: 408 (Total), 200 (Entry), 208 (Exit)
Fitted Curve: 402 (Total), 197 (Entry), 205 (Exit)

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Section VIII. Item #2.

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Query Filter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
565

LAND USE GROUP:
(500-599) Institutional

LAND USE :
565 - Day Care Center

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

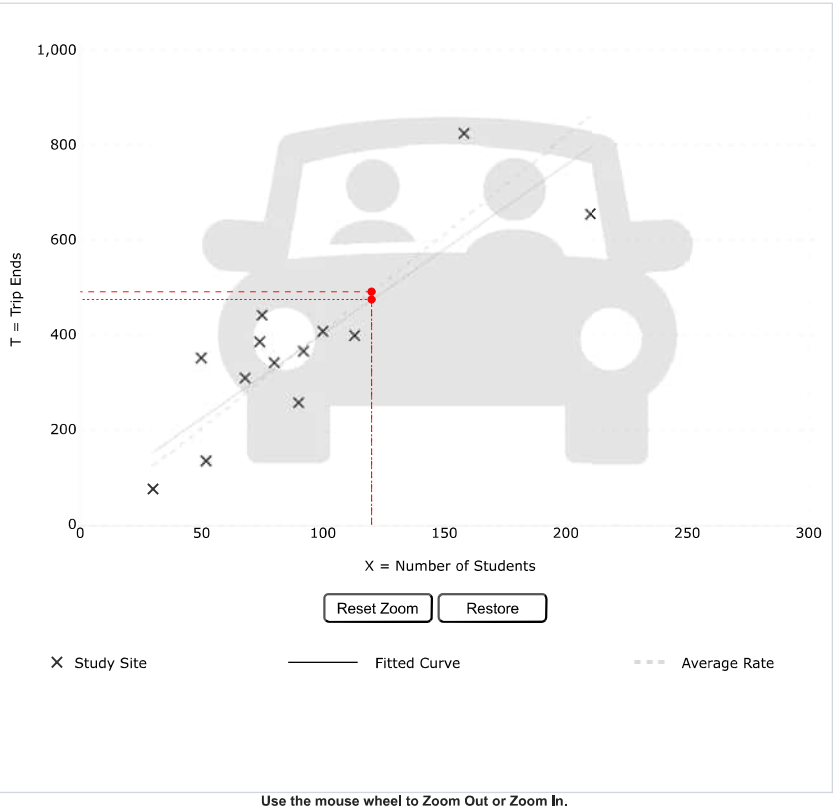
INDEPENDENT VARIABLE (IV):
Students

TIME PERIOD:
Weekday

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
120 Calculate

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Day Care Center (565) Click for Description and Data Plots

Independent Variable:
Students

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
14

Avg. Num. of Students:
89

Average Rate:
4.09

Range of Rates:
2.50 - 7.06

Standard Deviation:
1.21

Fitted Curve Equation:
T = 3.56(X) + 47.23

R^2:
0.72

Directional Distribution:
50% entering, 50% exiting

Calculated Trip Ends:
Average Rate: 491 (Total), 245 (Entry), 246 (Exit)
Fitted Curve: 474 (Total), 237 (Entry), 237 (Exit)

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Graph Look Up

Query Filter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
565

LAND USE GROUP:
(500-599) Institutional

LAND USE :
565 - Day Care Center

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

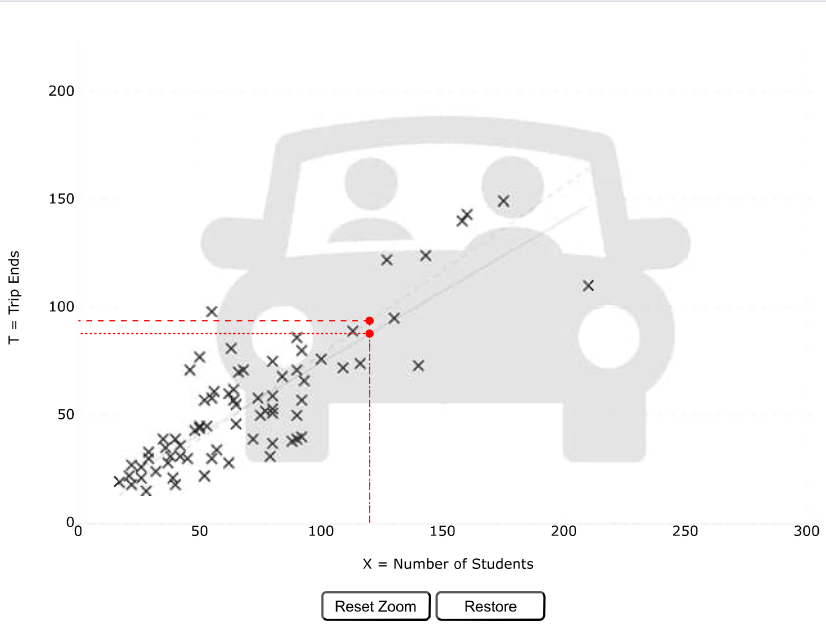
INDEPENDENT VARIABLE (IV):
Students

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Tr

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
120 Calculate

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Day Care Center (565) Click for Description and Data Plots

Independent Variable:
Students

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 7 and 9 a.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
75

Avg. Num. of Students:
71

Average Rate:
0.78

Range of Rates:
0.39 - 1.78

Standard Deviation:
0.25

Fitted Curve Equation:
T = 0.66(X) + 8.42

R^2:
0.69

Directional Distribution:
53% entering, 47% exiting

Calculated Trip Ends:
Average Rate: 94 (Total), 50 (Entry), 44 (Exit)
Fitted Curve: 88 (Total), 46 (Entry), 42 (Exit)

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Attachment 8

ITETripGen Web-based App

Help

Graph Look Up

ITETripGen Web-based App

Graph Look Up

How to Use *ITETripGen*

TGM Desk Reference

TGM Appendices

Support Documents

Add Users

Comments

Add-ons to do more

Try OTISS Pro

Query Filter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
565

LAND USE GROUP:
(500-599) Institutional

LAND USE :
565 - Day Care Center

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

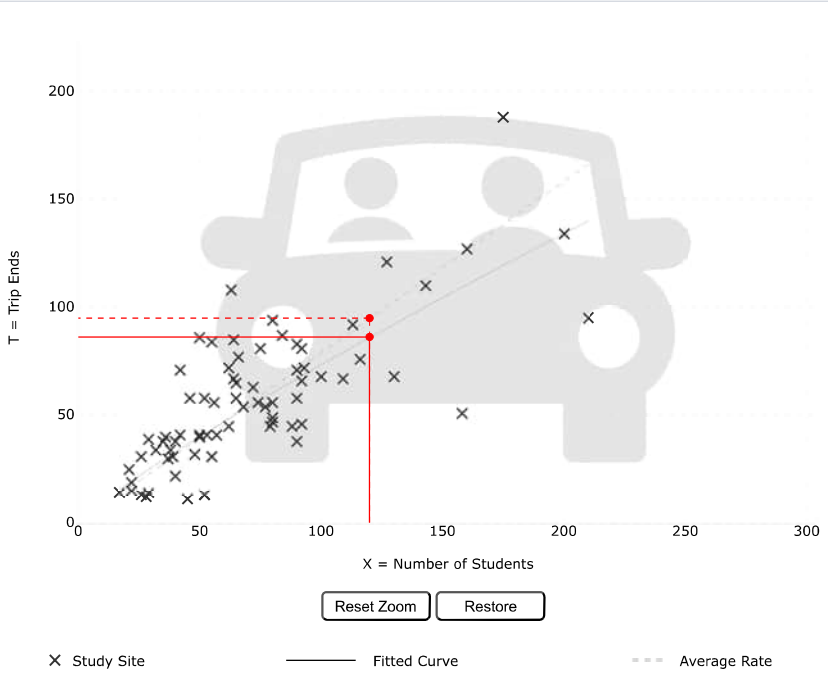
INDEPENDENT VARIABLE (IV):
Students

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Tr

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
120 Calculate

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Day Care Center (565) Click for Description and Data Plots

Independent Variable:
Students

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
75

Avg. Num. of Students:
72

Average Rate:
0.79

Range of Rates:
0.24 - 1.72

Standard Deviation:
0.30

Fitted Curve Equation:
Ln(T) = 0.87 Ln(X) + 0.29

R^2:
0.57

Directional Distribution:
47% entering, 53% exiting

Calculated Trip Ends:
Average Rate: 95 (Total), 45 (Entry), 50 (Exit)
Fitted Curve: 86 (Total), 40 (Entry), 46 (Exit)

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Attachment 8

Section VIII. Item #2.

ITETripGen **Web-based App**

Help

Graph Look Up

ITETripGen Web-based App

Graph Look Up

How to Use *ITETripGen*

TGM Desk Reference

TGM Appendices

Support Documents

Add Users

Comments

Add-ons to do more

Try OTISS Pro

Query Filter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
565

LAND USE GROUP:
(500-599) Institutional

LAND USE :
565 - Day Care Center

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

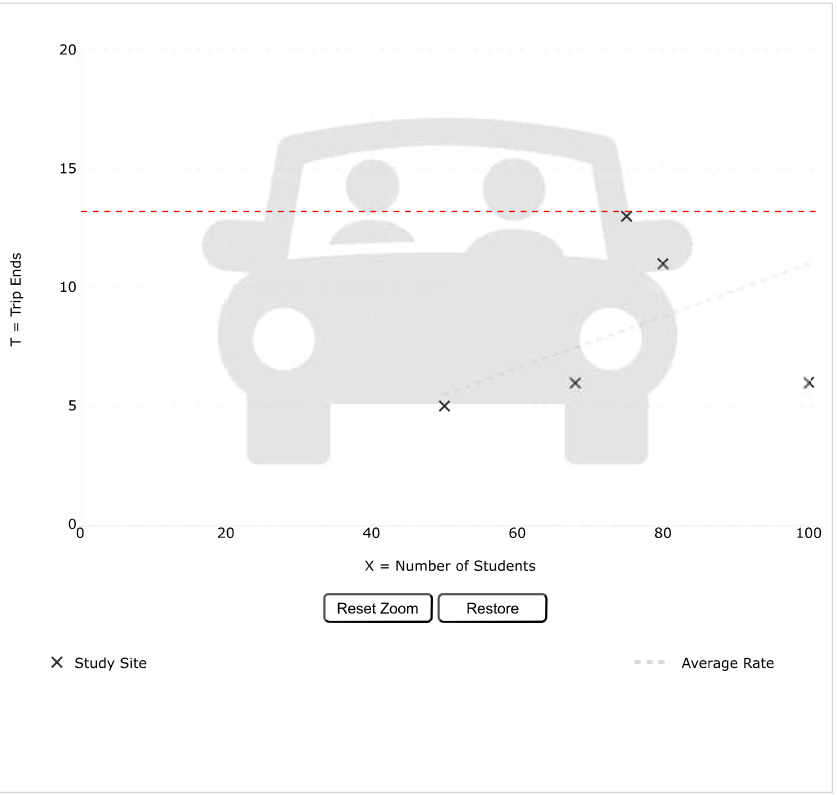
INDEPENDENT VARIABLE (IV):
Students

TIME PERIOD:
Sunday, Peak Hour of Generator

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
120 Calculate

Data Plot and Equation *Caution – Small Sample Size*



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Day Care Center (565) Click for Description and Data Plots

Independent Variable:
Students

Time Period:
Sunday
Peak Hour of Generator

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
5

Avg. Num. of Students:
75

Average Rate:
0.11

Range of Rates:
0.06 - 0.17

Standard Deviation:
0.05

Fitted Curve Equation:
Not Given

R^2:
****

Directional Distribution:
54% entering, 46% exiting

Calculated Trip Ends:
Average Rate: 13 (Total), 7 (Entry), 6 (Exit)

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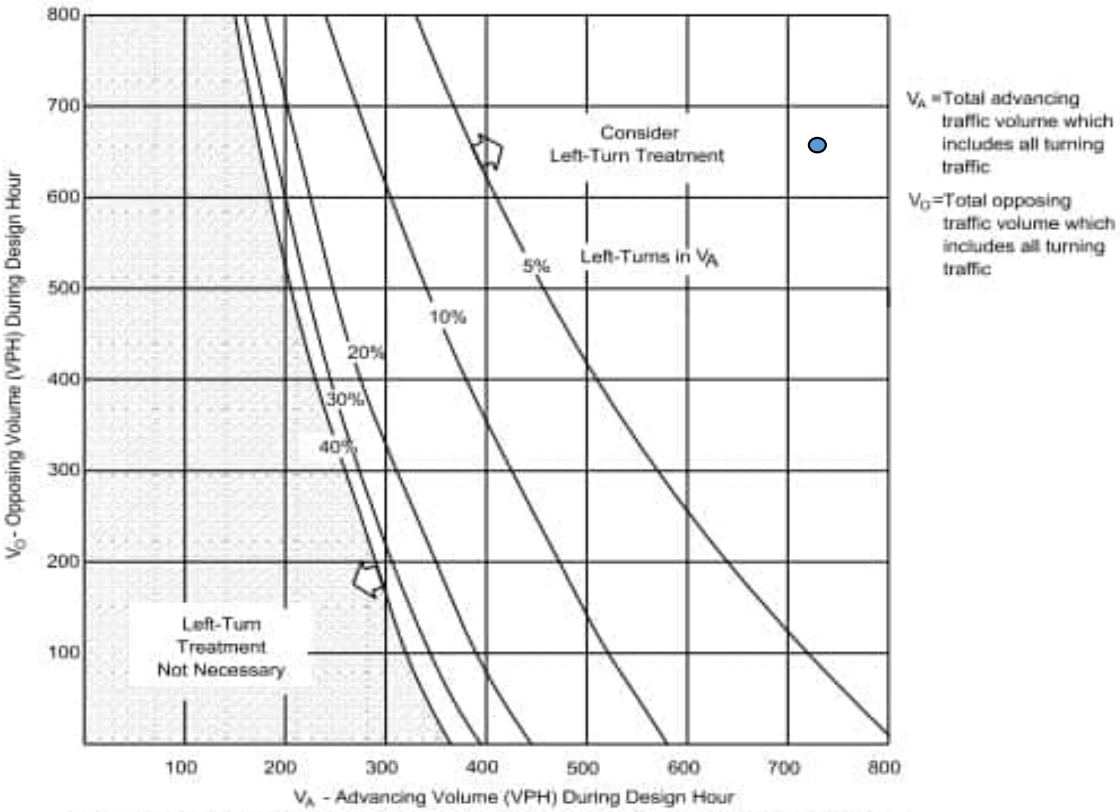
APPENDIX D

Turn Lane Analysis Worksheets

Cornerstone Church TIS

LEFT-TURN LANE WARRANT REVIEW



VOLUME GUIDELINES FOR LEFT-TURN LANES AT UNSIGNALIZED INTERSECTIONS ON TWO-LANE HIGHWAYS (40 mph)
Figure 9.5-G

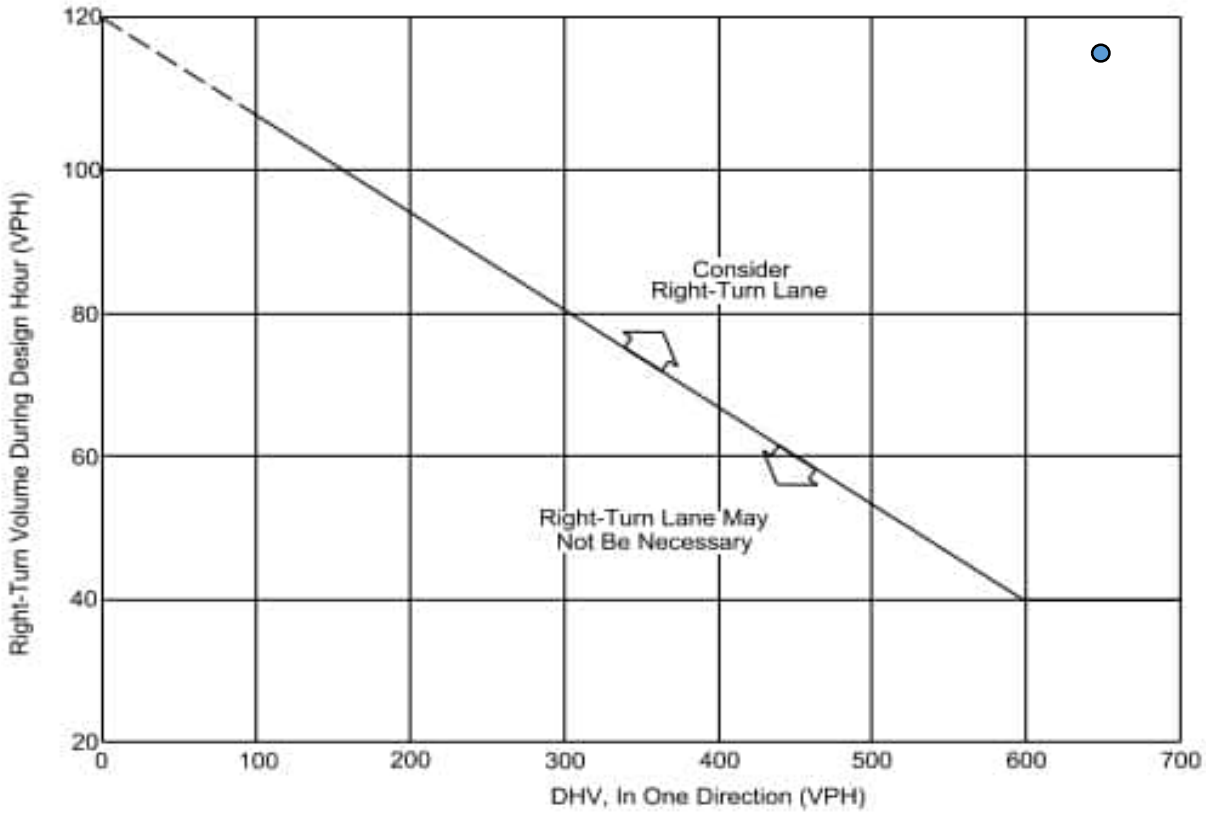
INTERSECTION: SC 46 & Meadow Drive

MOVEMENT: Westbound left turn

SCENARIO	Advancing Volume (V_a)	Westbound left turn	Opposing Volume (V_o)	Left Turn % of V_a	Symbol
Sunday Build	717	92	668	12.8%	●

Cornerstone Church TIS

RIGHT-TURN LANE WARRANT REVIEW



Note: For highways with a design speed below 50 miles per hour with a DHV < 300 and where right turns > 40, an adjustment should be used. To read the vertical axis of the chart, subtract 20 from the actual number of right turns.

GUIDELINES FOR RIGHT-TURN LANES AT UNSIGNALIZED INTERSECTIONS ON TWO-LANE HIGHWAYS

Figure 9.5-A

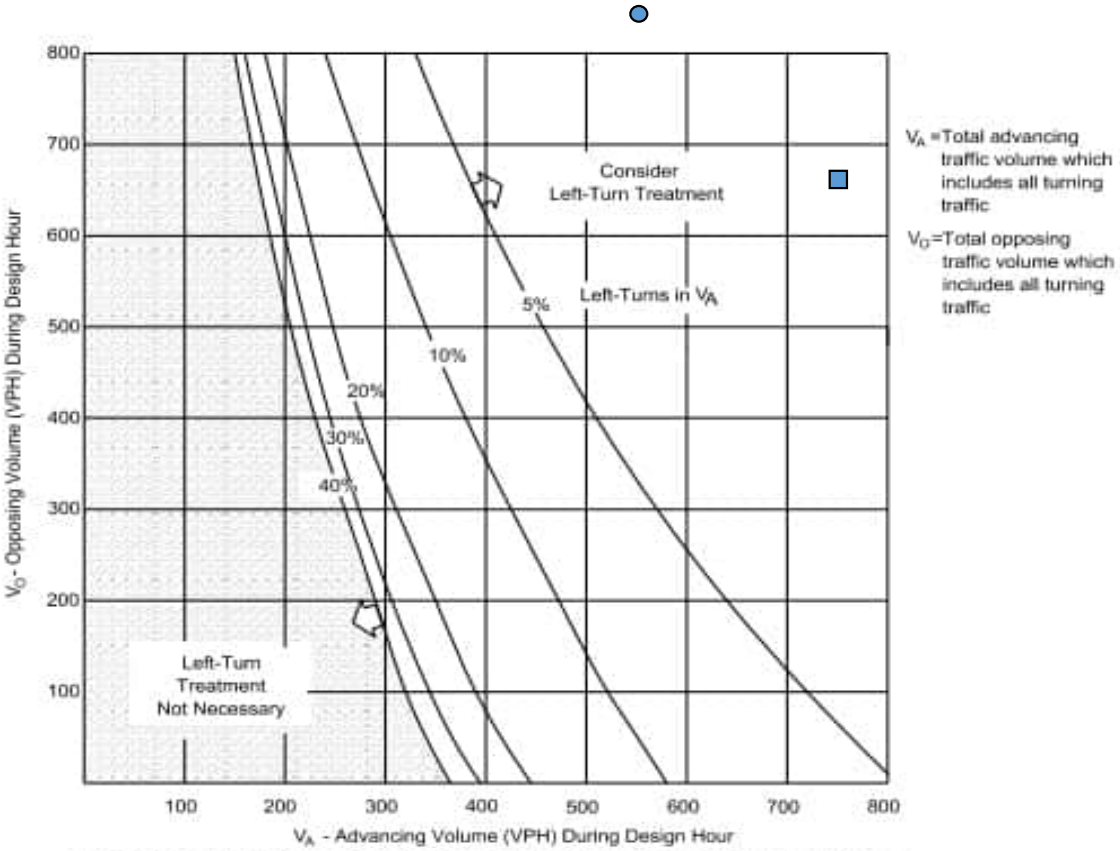
INTERSECTION: SC 46 & Meadow Drive

MOVEMENT: Eastbound Right Turn

SCENARIO	Design Hour Volume	Right Turn Volume	Symbol
Sunday Build 11am	668	114	●

Cornerstone Church TIS

LEFT-TURN LANE WARRANT REVIEW



VOLUME GUIDELINES FOR LEFT-TURN LANES AT UNSIGNALIZED INTERSECTIONS ON TWO-LANE HIGHWAYS (40 mph)

Figure 9.5-G

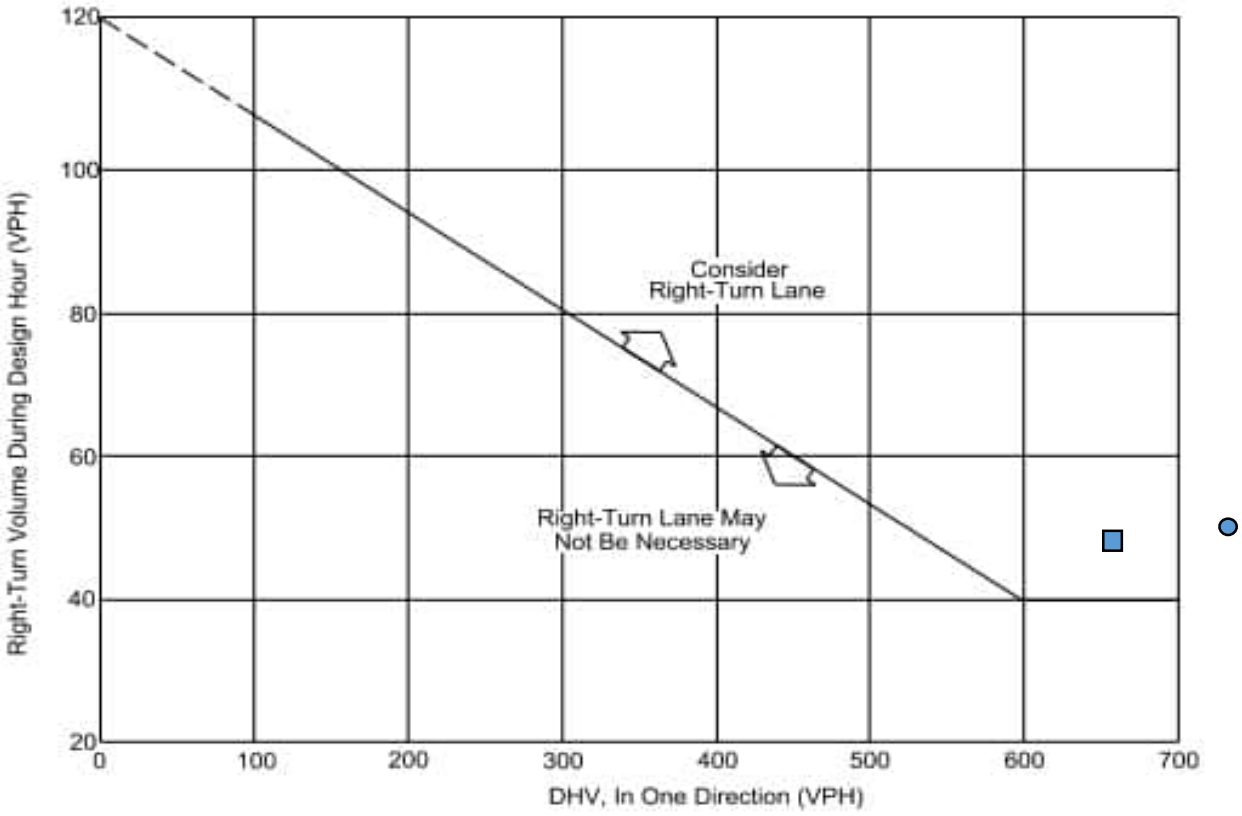
INTERSECTION: SC 46 & Meadow Drive

MOVEMENT: Westbound left turn

SCENARIO	Advancing Volume (V_a)	Westbound left turn	Opposing Volume (V_o)	Left Turn % of V_a	Symbol
AM Build	555	37	892	6.7%	●
PM Build	769	36	677	4.7%	■

Cornerstone Church TIS

RIGHT-TURN LANE WARRANT REVIEW



Note: For highways with a design speed below 50 miles per hour with a DHV < 300 and where right turns > 40, an adjustment should be used. To read the vertical axis of the chart, subtract 20 from the actual number of right turns.

GUIDELINES FOR RIGHT-TURN LANES AT UNSIGNALIZED INTERSECTIONS ON TWO-LANE HIGHWAYS

Figure 9.5-A

INTERSECTION: SC 46 & Meadow Drive

MOVEMENT: Eastbound Right Turn

SCENARIO	Design Hour Volume	Right Turn Volume	Symbol
2025 AM Build	892	48	●
2025 PM Build	677	47	■

APPENDIX E

Capacity Analysis

2023 – Existing Conditions

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	796	4	1	493	12	4
Future Vol, veh/h	796	4	1	493	12	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	150	-	150	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	865	4	1	536	13	4

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	869	0	1403	865
Stage 1	-	-	-	-	865	-
Stage 2	-	-	-	-	538	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	775	-	154	353
Stage 1	-	-	-	-	412	-
Stage 2	-	-	-	-	585	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	775	-	154	353
Mov Cap-2 Maneuver	-	-	-	-	154	-
Stage 1	-	-	-	-	412	-
Stage 2	-	-	-	-	584	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	26.7
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	154	353	-	-	775	-
HCM Lane V/C Ratio	0.085	0.012	-	-	0.001	-
HCM Control Delay (s)	30.5	15.3	-	-	9.7	-
HCM Lane LOS	D	C	-	-	A	-
HCM 95th %tile Q(veh)	0.3	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	597	5	2	689	7	2
Future Vol, veh/h	597	5	2	689	7	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	150	-	150	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	649	5	2	749	8	2

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	654	0	1402	649
Stage 1	-	-	-	-	649	-
Stage 2	-	-	-	-	753	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	933	-	154	470
Stage 1	-	-	-	-	520	-
Stage 2	-	-	-	-	465	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	933	-	154	470
Mov Cap-2 Maneuver	-	-	-	-	154	-
Stage 1	-	-	-	-	520	-
Stage 2	-	-	-	-	464	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	25.8
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	154	470	-	-	933	-
HCM Lane V/C Ratio	0.049	0.005	-	-	0.002	-
HCM Control Delay (s)	29.6	12.7	-	-	8.9	-
HCM Lane LOS	D	B	-	-	A	-
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	517	2	0	596	3	4
Future Vol, veh/h	517	2	0	596	3	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	150	-	150	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	562	2	0	648	3	4

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	564	0	1210	562
Stage 1	-	-	-	-	562	-
Stage 2	-	-	-	-	648	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1008	-	202	526
Stage 1	-	-	-	-	571	-
Stage 2	-	-	-	-	521	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1008	-	202	526
Mov Cap-2 Maneuver	-	-	-	-	202	-
Stage 1	-	-	-	-	571	-
Stage 2	-	-	-	-	521	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	16.7
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	202	526	-	-	1008	-
HCM Lane V/C Ratio	0.016	0.008	-	-	-	-
HCM Control Delay (s)	23.1	11.9	-	-	0	-
HCM Lane LOS	C	B	-	-	A	-
HCM 95th %tile Q(veh)	0	0	-	-	0	-

2025 No-Build Conditions

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	554	2	0	625	3	4
Future Vol, veh/h	554	2	0	625	3	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	150	-	150	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	602	2	0	679	3	4

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	604	0	1281	602
Stage 1	-	-	-	-	602	-
Stage 2	-	-	-	-	679	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	974	-	183	500
Stage 1	-	-	-	-	547	-
Stage 2	-	-	-	-	504	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	974	-	183	500
Mov Cap-2 Maneuver	-	-	-	-	183	-
Stage 1	-	-	-	-	547	-
Stage 2	-	-	-	-	504	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	17.7
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	183	500	-	-	974	-
HCM Lane V/C Ratio	0.018	0.009	-	-	-	-
HCM Control Delay (s)	25	12.3	-	-	0	-
HCM Lane LOS	D	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	844	4	1	518	12	4
Future Vol, veh/h	844	4	1	518	12	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	150	-	150	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	917	4	1	563	13	4

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	921	0	1482	917
Stage 1	-	-	-	-	917	-
Stage 2	-	-	-	-	565	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	741	-	138	330
Stage 1	-	-	-	-	390	-
Stage 2	-	-	-	-	569	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	741	-	138	330
Mov Cap-2 Maneuver	-	-	-	-	138	-
Stage 1	-	-	-	-	390	-
Stage 2	-	-	-	-	568	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	29.4
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	138	330	-	-	741	-
HCM Lane V/C Ratio	0.095	0.013	-	-	0.001	-
HCM Control Delay (s)	33.8	16.1	-	-	9.9	-
HCM Lane LOS	D	C	-	-	A	-
HCM 95th %tile Q(veh)	0.3	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	630	5	2	733	7	2
Future Vol, veh/h	630	5	2	733	7	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	150	-	150	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	685	5	2	797	8	2

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	690	0	1486	685
Stage 1	-	-	-	-	685	-
Stage 2	-	-	-	-	801	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	905	-	137	448
Stage 1	-	-	-	-	500	-
Stage 2	-	-	-	-	442	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	905	-	137	448
Mov Cap-2 Maneuver	-	-	-	-	137	-
Stage 1	-	-	-	-	500	-
Stage 2	-	-	-	-	441	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	28.4
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	137	448	-	-	905	-
HCM Lane V/C Ratio	0.056	0.005	-	-	0.002	-
HCM Control Delay (s)	32.8	13.1	-	-	9	-
HCM Lane LOS	D	B	-	-	A	-
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-

2025 No-Build Conditions

Intersection	
Int Delay, s/veh	3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	630	47	36	733	57	43
Future Vol, veh/h	630	47	36	733	57	43
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	150	-	150	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	685	51	39	797	62	47

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	736	0	1560	685
Stage 1	-	-	-	-	685	-
Stage 2	-	-	-	-	875	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	870	-	123	448
Stage 1	-	-	-	-	500	-
Stage 2	-	-	-	-	408	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	870	-	117	448
Mov Cap-2 Maneuver	-	-	-	-	117	-
Stage 1	-	-	-	-	500	-
Stage 2	-	-	-	-	390	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.4	43.7
HCM LOS			E

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	117	448	-	-	870	-
HCM Lane V/C Ratio	0.53	0.104	-	-	0.045	-
HCM Control Delay (s)	66.1	14	-	-	9.3	-
HCM Lane LOS	F	B	-	-	A	-
HCM 95th %tile Q(veh)	2.5	0.3	-	-	0.1	-

Intersection	
Int Delay, s/veh	3.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	45	54	0	38	45
Future Vol, veh/h	0	45	54	0	38	45
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	49	59	0	41	49

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	190	59	0	0	59	0
Stage 1	59	-	-	-	-	-
Stage 2	131	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	799	1007	-	-	1545	-
Stage 1	964	-	-	-	-	-
Stage 2	895	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	777	1007	-	-	1545	-
Mov Cap-2 Maneuver	777	-	-	-	-	-
Stage 1	964	-	-	-	-	-
Stage 2	871	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.8	0	3.4
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	1007	1545	-
HCM Lane V/C Ratio	-	-	0.049	0.027	-
HCM Control Delay (s)	-	-	8.8	7.4	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.2	0.1	-

Intersection	
Int Delay, s/veh	6.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	45	9	0	38	7
Future Vol, veh/h	0	45	9	0	38	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	49	10	0	41	8

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	100	10	0	0	10	0
Stage 1	10	-	-	-	-	-
Stage 2	90	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	899	1071	-	-	1610	-
Stage 1	1013	-	-	-	-	-
Stage 2	934	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	876	1071	-	-	1610	-
Mov Cap-2 Maneuver	876	-	-	-	-	-
Stage 1	1013	-	-	-	-	-
Stage 2	910	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.5	0	6.2
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	1071	1610	-
HCM Lane V/C Ratio	-	-	0.046	0.026	-
HCM Control Delay (s)	-	-	8.5	7.3	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.1	-

Intersection	
Int Delay, s/veh	13.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	554	114	92	625	119	99
Future Vol, veh/h	554	114	92	625	119	99
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	150	-	150	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	602	124	100	679	129	108

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	726	0	1481	602
Stage 1	-	-	-	-	602	-
Stage 2	-	-	-	-	879	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	877	-	138	500
Stage 1	-	-	-	-	547	-
Stage 2	-	-	-	-	406	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	877	-	~ 122	500
Mov Cap-2 Maneuver	-	-	-	-	~ 122	-
Stage 1	-	-	-	-	547	-
Stage 2	-	-	-	-	360	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.2	97.9
HCM LOS			F

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	122	500	-	-	877	-
HCM Lane V/C Ratio	1.06	0.215	-	-	0.114	-
HCM Control Delay (s)	167.5	14.2	-	-	9.6	-
HCM Lane LOS	F	B	-	-	A	-
HCM 95th %tile Q(veh)	7.4	0.8	-	-	0.4	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	4.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	105	113	0	102	104
Future Vol, veh/h	0	105	113	0	102	104
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	114	123	0	111	113

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	458	123	0	0	123	0
Stage 1	123	-	-	-	-	-
Stage 2	335	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	561	928	-	-	1464	-
Stage 1	902	-	-	-	-	-
Stage 2	725	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	516	928	-	-	1464	-
Mov Cap-2 Maneuver	516	-	-	-	-	-
Stage 1	902	-	-	-	-	-
Stage 2	666	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.4	0	3.8
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	928	1464	-
HCM Lane V/C Ratio	-	-	0.123	0.076	-
HCM Control Delay (s)	-	-	9.4	7.7	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.2	-

Intersection	
Int Delay, s/veh	7.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	106	7	0	102	2
Future Vol, veh/h	0	106	7	0	102	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	115	8	0	111	2

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	232	8	0	0	8	0
Stage 1	8	-	-	-	-	-
Stage 2	224	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	756	1074	-	-	1612	-
Stage 1	1015	-	-	-	-	-
Stage 2	813	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	704	1074	-	-	1612	-
Mov Cap-2 Maneuver	704	-	-	-	-	-
Stage 1	1015	-	-	-	-	-
Stage 2	757	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.8	0	7.3
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	1074	1612	-
HCM Lane V/C Ratio	-	-	0.107	0.069	-
HCM Control Delay (s)	-	-	8.8	7.4	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.2	-

Intersection	
Int Delay, s/veh	2.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	844	48	37	518	47	33
Future Vol, veh/h	844	48	37	518	47	33
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	150	-	150	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	917	52	40	563	51	36

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	969	0	1560	917
Stage 1	-	-	-	-	917	-
Stage 2	-	-	-	-	643	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	711	-	123	330
Stage 1	-	-	-	-	390	-
Stage 2	-	-	-	-	523	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	711	-	116	330
Mov Cap-2 Maneuver	-	-	-	-	116	-
Stage 1	-	-	-	-	390	-
Stage 2	-	-	-	-	494	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.7	41.5
HCM LOS			E

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	116	330	-	-	711	-
HCM Lane V/C Ratio	0.44	0.109	-	-	0.057	-
HCM Control Delay (s)	58.5	17.2	-	-	10.4	-
HCM Lane LOS	F	C	-	-	B	-
HCM 95th %tile Q(veh)	1.9	0.4	-	-	0.2	-

Intersection	
Int Delay, s/veh	3.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	32	49	0	40	45
Future Vol, veh/h	0	32	49	0	40	45
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	35	53	0	43	49

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	188	53	0	0	53	0
Stage 1	53	-	-	-	-	-
Stage 2	135	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	801	1014	-	-	1553	-
Stage 1	970	-	-	-	-	-
Stage 2	891	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	779	1014	-	-	1553	-
Mov Cap-2 Maneuver	779	-	-	-	-	-
Stage 1	970	-	-	-	-	-
Stage 2	866	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.7	0	3.5
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	1014	1553	-
HCM Lane V/C Ratio	-	-	0.034	0.028	-
HCM Control Delay (s)	-	-	8.7	7.4	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.1	-

Intersection	
Int Delay, s/veh	6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	32	17	0	40	5
Future Vol, veh/h	0	32	17	0	40	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	35	18	0	43	5

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	109	18	0	0	18	0
Stage 1	18	-	-	-	-	-
Stage 2	91	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	888	1061	-	-	1599	-
Stage 1	1005	-	-	-	-	-
Stage 2	933	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	864	1061	-	-	1599	-
Mov Cap-2 Maneuver	864	-	-	-	-	-
Stage 1	1005	-	-	-	-	-
Stage 2	908	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.5	0	6.5
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	1061	1599	-
HCM Lane V/C Ratio	-	-	0.033	0.027	-
HCM Control Delay (s)	-	-	8.5	7.3	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.1	-

Frazier, Dan

From: Icard, Kevin
Sent: Monday, March 11, 2024 8:59 AM
To: David Elliott
Cc: Frazier, Dan
Subject: RE: Rezoning Opposition - R610 036 000 0014 0000 and R610 036 000 014B 0000

Good Morning Mr. Elliott,

Thank you for your email. I will pass this along to the Planning Commission and Town Council as part of the packet. If you wish, you may speak at during public comment when this request goes to Planning Commission. They will be providing a recommendation that is forwarded to Town Council.

Planning Commission held a Workshop in February to hear the request, there was no action from the meeting. Here is a link to the Staff Report and attachments. Cornerstone Church Rezoning Request

The anticipated schedule of meetings is as follows.

1. Planning Commission Recommendation - March 27th starting at 6pm at Town Hall.
2. Town Council 1st Reading - April 9th at 5pm at Town Hall
3. Town Council 2nd and Final Reading - May 14th at 5pm at Town Hall

Should you have any follow up questions, please feel free to reach out to Dan Frazier, Principal Planner and Project Manager for this request. I've included him on this response.

Thanks,

Kevin P. Icard, AICP
Director of Growth Management

Town of Bluffton
PO Box 386
20 Bridge Street
Bluffton, SC 29910
(Office) 843-706-4529
(Cell) 843-540-2183
www.townofbluffton.sc.gov

-----Original Message-----
From: David Elliott <DElliott@peeplesind.com>
Sent: Saturday, March 9, 2024 1:23 PM
To: Icard, Kevin <kicard@townofbluffton.com>
Subject: Rezoning Opposition - R610 036 000 0014 0000 and R610 036 000 014B 0000

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This email originated from outside of the Town of Bluffton's email system. DO NOT click any links or op
attachments unless you recognize the sender and know the content is safe.

Hi Kevin,

I received the attached notice about Cornerstone Church and Lalie Ann Mole petitioning to rezone the land adjacent to our neighborhood. Since the church (which is more of a property investment firm) moved onto the property, the backyards of those of us adjacent to them have been lit up at night by their development. It is highly disruptive to the those of us who live on the edge of the community (along Wheelhouse Way). We purchased blackout blinds for the back of our house and the pastor of the church has been unresponsive even though he lives in another part of this community.

I want to register my strong opposition to any further rezoning or changes that Cornerstone and/or Lalie Ann Mole are requesting.

Regards,
David Elliott

David S. Elliott, Sr.
Chief Financial Officer
Peeples Industries, Inc.
Direct: (843) 802-9550

Disclaimer from Town of Bluffton: This email message (including all attachments) is intended only for the person or entity to which it is addressed. It may contain confidential and/or privileged information and material that may be protected by HIPAA, the Electronic Communications Privacy Act, and other federal and state confidentiality laws. Communications sent to or from the Town of Bluffton are subject to the SC Freedom of Information Act. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is strictly prohibited and punishable to the fullest extent of the law. If you are not the intended recipient, please contact the sender by return email and destroy all copies of the original message.

Frazier, Dan

From: Mark Cechini <mark.cechini99@gmail.com>
Sent: Monday, March 11, 2024 11:42 PM
To: Frazier, Dan

WARNING!
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Hi Dan,

As a home owner at 180 Wheelhouse Way, within The Landings, I am very concerned about the Cornerstone Church Rezone Request.

The Rezoning and subsequent building of large lit parking lots (structures?) and commercial retail / other buildings will have a severe negative impact on our home values given the deforestation to take place, heavy vehicular traffic that will traverse immediately along our backyard property lines facing Meadows Drive, and destruction of our natural surroundings which so many in Bluffton are seeking to preserve vs pave over.

Currently, our property is enhanced in value, and we paid “lot premiums” to Pulte to build on these desirable lots. Ours was $40,000 alone.

The proposed Rezoning which will facilitate building a large church which will necessitate constructing massive parking lots immediately adjacent to our property will involve destruction of hundreds of trees, as well as the habitat of deer along with other wildlife.

It is unacceptable that as residents of Bluffton who built homes in locations chosen for the natural beauty of the surrounding trees and green spaces, now face the potential of literally living with our backyards to face, and views from bedrooms, now to be of concrete “suburban sprawl” worse than the congested areas we so much wanted to leave behind when we came to call Bluffton home.

The plans are inappropriate and not respectful of the neighbors whose homes are within the Landings. Further, these plans do not fit into the vision of balancing responsible development with preservation of our extremely special beautiful surroundings of Bluffton, which can not be taken for granted any longer.

We request that you ensure that our neighborhood, and homes are not severely impacted by these Rezoning requests.
It’s interest that the pastor of the Church lives in our neighborhood, but seemingly purchased a home not backing to this purpose site if Rezoning.

As citizens of Bluffton, We need your help!

Thank you for your assistance-

Mark Cechini
180 Wheelhouse Way
Bluffton, SC 29910
908-304-3075

Frazier, Dan

From: Icard, Kevin
Sent: Tuesday, March 12, 2024 8:41 AM
To: Monica
Cc: Frazier, Dan
Subject: RE: Notice from cornerstone church

Good Morning Ms. Stuchlik,

Thank you for your email. Cornerstone Church is requesting to rezone their property from Planned Unit Development to Agriculture & Rural Mixed-Use as outlined in the Unified Development Ordinance (See Article 4). Planning Commission held a Workshop in February to hear the request, there was no action from the meeting. Here is a link to the Staff Report and attachments. Cornerstone Church Rezoning Request

The anticipated schedule of meetings is as follows.

1. Planning Commission Recommendation - March 27th starting at 6pm at Town Hall.
2. Town Council 1st Reading - April 9th at 5pm at Town Hall
3. Town Council 2nd and Final Reading - May 14th at 5pm at Town Hall

If you wish, you may speak at during public comment when this request goes to Planning Commission. Should you have any follow up questions, please feel free to contact me or Dan Fraizer, Principal Planner & Project Manager.

Thanks,

Kevin P. Icard, AICP
Director of Growth Management

Town of Bluffton
PO Box 386
20 Bridge Street
Bluffton, SC 29910
(Office) 843-706-4529
(Cell) 843-540-2183
www.townofbluffton.sc.gov

bluffton
HEART OF THE LOWCOUNTRY

STAY SAFE BLUFFTON
#JUSTDRIVE

From: Monica <2013monaj@gmail.com>
Sent: Tuesday, March 12, 2024 8:27 AM
To: Icard, Kevin <kicard@townofbluffton.com>
Subject: Notice from cornerstone church

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Kevin

Hello. Wells are reaching out about this rural mixed rezone notice and what it means for our neighborhood, the Landings. We are already concerned about the loud music and lights. Could you provide more information and needed steps?

Monica Stuchlik

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Frazier, Dan

From: Anna Barry <anna@fishbat.com>
Sent: Tuesday, March 12, 2024 9:53 PM
To: Frazier, Dan
Subject: Strong Opposition to Cornerstone Rezoning Request

WARNING!
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Dear Mr. Frazier,

I hope this message finds you well. I am writing to express my deep concerns and opposition regarding the proposed reclassification of the land behind Wheelhouse Way/ Cornerstone Rezoning Request in Bluffton to Rural Mixed Use. As a resident of The Landings community whose property directly backs up to that area, I firmly believe that this decision would have detrimental effects on our neighborhood and quality of life.

First and foremost, the reclassification would significantly alter the character of our residential area, which is already becoming overpopulated with commercial land. The tranquility and peacefulness that we currently enjoy would be disrupted by increased noise levels, traffic congestion, and the potential for crime associated with commercial activities.

Furthermore, the reclassification would pose serious environmental concerns. The additional traffic generated by commercial activities would contribute to air and noise pollution, threatening the health and well-being of residents. Many of us on this block, such as myself, have young children and did not buy a home to back up to noisy commercial space. When we purchased our home, we checked how the land was zoned and the town's master plan and are extremely disappointed that reclassification is even being considered.

Additionally, I am deeply concerned about the impact of this decision on property values. The presence of commercial establishments behind our homes could decrease the desirability of our neighborhood, leading to a decrease in property values and potentially causing financial harm to homeowners who bought these homes at already high values during hard economic times.

It is crucial to consider the wishes and concerns of the residents who will be directly affected by this decision. As a member of this community, I urge you to prioritize the preservation of our residential neighborhood and reject the proposed reclassification of the land to Rural Mixed Use.

I kindly request that you take my objections into serious consideration and oppose this detrimental proposal. I am more than willing to engage in further discussions or provide additional information to support my stance.

Thank you for your attention to this matter.

Sincerely,
Anna Barry

288 Wheelhouse Way, Bluffton, SC 29910
631-830-2326 / anna@fishbat.com

--

Anna Barry
Program Director
fishbat

631-830-2326 | 855-347-4228
anna@fishbat.com
fishbat.com

Frazier, Dan

From: brad hundt <bradhundt@yahoo.com>
Sent: Tuesday, March 19, 2024 10:03 PM
To: Frazier, Dan
Cc: Jen Hundt
Subject: Cornerstone Church rezoning

WARNING!

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Mr. Frazier,

We are sending this email to voice our concerns regarding the Public Notice received regarding the new Cornerstone Church property (I.e. RE: Cornerstone Church Campus - R610 036 000 0014 0000 and R610 036 000 014B 0000-Zoning Map Amendment).

We are against any rezoning of the property to be used for Rural Mixed Use. The Landings was built knowing the New Riverside Village would be built adjacent to our land. As many Blufftonians agree, it is important to maintain the integrity of our town and ensure proper natural landscape be maintained to the best of its ability. One can see a multitude of land currently for lease/sale along the 170 corridor that will allow plenty future commercial enterprises to be brought to the New Riverside are of Bluffton. Adding a large church compound and the possible addition of commercial businesses right near an already busy traffic circle and an influx of traffic from the future New Riverside Village will only create further congestion in an already overburdened infrastructure. We inherently oppose the rezoning of the current property.

We are also concerned with the potential impacts of our personal property in regards to the Cornerstone Church's future plans. We want to ensure that none of the trees along The Landings property line tree buffer are cut down during their renovation process. In actuality, we would like to ensure that zero trees are cut down. Any trees that the Cornerstone Church deems necessary to cut down, we would like replaced along our privacy tree buffer line. It would be ideal if any future parking lot is designed to be aesthetically pleasing (using existing trees to ensure camouflage, utilizing natural sources for parking structures, like pebbles/shells/rocks, over asphalt, etc.) We would also like to ensure bright lights will not be used on the property-especially at nighttime. We would like to preserve our property value as well and are concerned with how the rezoning could negatively affect this.

Thank you for your consideration and we look forward to future discussions on this matter. Please let us know if we can be of any further assistance.

Sincerely,

Brad and Jen Hundt
236 Wheelhouse Way
Bluffton, SC 29910
630-659-7393

Frazier, Dan

From: Mike ODonnell <michaelodonnell02@gmail.com>
Sent: Tuesday, March 19, 2024 8:41 AM
To: Frazier, Dan
Subject: Cornerstone Church Rezone

WARNING!

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Hi Dan,

I'm a resident of The Landings, live on Wheelhouse Way and my property backs up to the land that church is asking to be rezoned. I understand that you are open to listening to residents and help with their concerns; thank you.

I've heard many different rumors about the plans from just enclosing existing structures to erecting retail buildings behind our houses. Are you aware of any formal plans that the church may have that you can share?

I have no issue with renovating existing buildings or even putting up new ones, but I don't understand why they need to be right at the property line (if true). I'd be happy to support plans that build out the main property as long the property line is respected and preserved.

One of the reasons that we paid a premium for our lot was because of the woods with a view of the water behind it. I have no doubt that my property value will decrease, significantly, should the church put up large structures.

I really appreciate your taking the time to listen to the residents of The Landings and for anything you are able to do.

Thanks and have a great day.

Mike O'Donnell

Frazier, Dan

From: Karen Durnin <karendurnin@yahoo.com>
Sent: Wednesday, March 20, 2024 11:19 AM
To: Frazier, Dan
Cc: sean durnin
Subject: New Riverside area

WARNING!
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Hi Mr. Frazier,

As a current homeowner in The Landings I am deeply concerned about the recent proposal of land directly behind my home being sub-divided and rezoned. Why has the new land owner not reached out to us homeowners who will be directly impacted by this? I am requesting that the town demands transparency from the owner as to what exactly is the plan.

When is the next town meeting? How can I speak and get my voice heard?

Thank you,

Karen Durnin
296 Wheelhouse way

Frazier, Dan

From: Guzman, Kerry
Sent: Thursday, March 21, 2024 7:42 AM
To: Frazier, Dan; Icard, Kevin
Cc: Ponce, Keiry
Subject: Fwd: Online Form Submittal: Public Comment

Heads up - See below for Wednesdays meeting.

Katie- we can talk about public comment protocol next week.

Have a great day all!!

Get Outlook for iOS

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, March 20, 2024 10:53:13 PM
To: Penny, Melinda <mpenny@townofbluffton.com>; Guzman, Kerry <kguzman@townofbluffton.com>; Hunter, Marcia <mhunter@townofbluffton.com>
Subject: Online Form Submittal: Public Comment

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Public Comment

Town of Bluffton Public Comment Form

PUBLIC COMMENT RULES
Every member of the public who is recognized to speak shall limit comments to three minutes and observe the following: 1. Address Council and, in speaking, avoid disrespect to Council and any personalities. 2. Confine themselves to questions under the jurisdiction of Council. 3. Be mindful and respectful of those who are present.

First Name	Mark
Last Name	Cechini
Email Address	Mark.Cechini@gmail.com
Phone Number	9083043075
Are you a Town of Bluffton resident?	Yes

Physical Address	180 Wheelhouse Way, Bluffton,SC 29910
Mailing Address	180 Wheelhouse Way,Bluffton,SC 29910
Meeting Name:	Planning Commission
Agenda Item / Subject to Be Discussed	Cornerstone Church rezoning
If you represent an organization, please list below:	*Field not completed.*
Comment	As a home owner within the Landings, whose property is immediately adjacent to the land which Cornerstone Church seeks to develop, we are extremely concerned with the negative impact such development will have on our property value. The building of a large church will necessitate construction of parking lots and / or structures for hundreds of cars immediately within view from our home. Further, the parking lots will require the destruction of hundreds of beautiful trees. Such paved parking lots, will require large amounts of lighting which will be immediately in view of our homes and backyards. Further, given the location of such lots being deep in the interior of the property, hidden from view from May River road, will attract nefarious activity immediately next to our homes. There is no other residential community in all of Bluffton which has had commercial and development as described above immediately adjacent to and in full view of the homes. We strongly believe that our property values will be severely impacted and ask that the commission imposes all needed conditions, as required legally, to negate any negative impact on our property values. Finally, during the initial workshop, the church was urged to reach out to, and hold a meeting with, property owners who will be impacted by their desired construction. The church has not reached out - and the lack of transparency of their plans is extremely concerning. We believe there should not be any change in zoning until the church is fully transparent with their plans so that such a rezoning request can be considered.

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any action in reliance upon this information by persons or entities other than the intended recipient is strictly prohibited and punishable to the fullest extent of the law. If you are not the intended recipient, please contact the sender by return email and destroy all copies of the original message.

Frazier, Dan

From: lauriehunt@gmail.com
Sent: Tuesday, March 26, 2024 9:27 PM
To: Frazier, Dan
Subject: Conerstone Church/The Landings-3/27 town meeting

WARNING!

This email originated from outside of the Town of Bluffton's email system. DO NOT click any links or open any attachments unless you recognize the sender and know the content is safe.

Good Evening Mr. Frazier,

I have been a resident of Bluffton for 18 years and like my neighbors, I have seen growth and expansion. While I certainly understand that building occurs, I am writing with great concern about the construction and requested rezoning for the Cornerstone Church which will directly impact my neighborhood, The Landings.

As a homeowner in The Landings, I am deeply concerned about the potential building and request for rezoning for Cornerstone Church. I imagine this will include the demolition of many trees and building of parking lots, the church and numerous buildings which would potentially be in my backyard, as well as my neighbors backyards on Wheelhouse Way. I understand there is discussion of rezoning and the potential removal of many trees and the building of parking lots and commercial spaces.

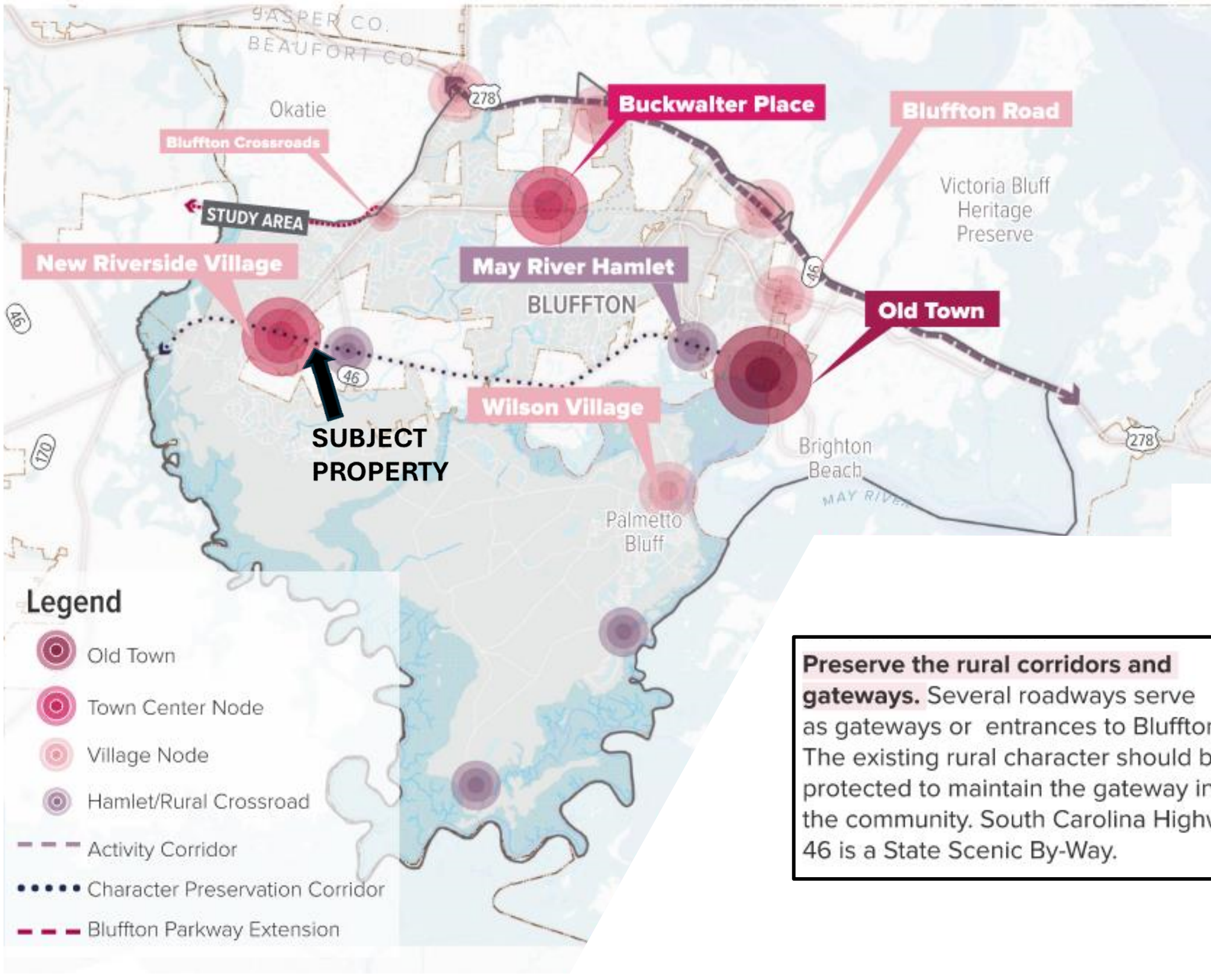
I purchased my home in 2019 and spent months deciding on the “perfect lot” and model to build. I worked very hard to be able to purchase what I hope would be a long term home for my family. I specifically purchased a wooded lot to be able to enjoy our backyard full of many tall trees which allows us to maintain some privacy and the ability to enjoy the yard and home that I worked very hard for.

Our neighborhood is already congested enough with the recent building occurring all around us and removal of hundreds of trees. We are surely “feeling the squeeze” with the recent building of retail/restaurants, apartments and townhomes directly outside of our neighborhood and the expansion of the barn area. We simply do NOT need to lose anymore privacy and mature trees than we already have. We are literally being boxed in from every angle and it is extremely disheartening and ruining our property values.

I am greatly concerned that our property values will absolutely further suffer if you permit the church to proceed with their plans and demolish the trees, rezone and build so close to our neighborhood and homes. I am asking that my please email be including in the packet reviewed on March 27th as I am in opposition of this rezoning and plans which will ruin our property values.

Thank you,
L Hunt

Current Growth Framework Map



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.

ORDINANCE NO. 2024 - _____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE TO APPROVE A ZONING MAP AMENDMENT TO REZONE TO A MIX OF AGRICULTURAL (AG) AND RURAL MIXED USE (RMU) ZONING DISTRICTS ON CERTAIN PROPERTIES OWNED BY CORNERSTONE CHURCH OF BLUFFTON AND LALIE ANN MOLE. THE SAME CONTAINING APPROXIMATELY 43.31 ACRES, MORE OR LESS, LOCATED, RESPECTIVELY, AT 11 GRASSEY LANE AND 21 LAKE LANE, AND BEARING BEAUFORT COUNTY TAX MAP NUMBERS R610-036-000-0014-0000 and R610-036-000-014B-0000

WHEREAS, on October 11, 2011, the Town of Bluffton Town Council (the "Town Council") approved the Town's Official Zoning Map through the adoption of Ordinance 2011-16, as amended; and

WHEREAS, on January 31, 2024, Nathan Sturre of Sturre Engineering submitted a Zoning Map Amendment application on behalf of his clients, Cornerstone Church of Bluffton and Lalie Ann Mole, to rezone Properties to Agricultural (AG) and Rural Mixed Use (RMU) Zoning Districts in accordance with the provisions of the Town of Bluffton Unified Development Ordinance; and

WHEREAS, Town of Bluffton Staff and Planning Commission have reviewed the Zoning Map Amendment application in accordance with the procedures established in state law and the Town's Unified Development Ordinance; and

WHEREAS, on March 27, 2024, the Planning Commission held a Public Hearing and voted to forward Town Council a recommendation of approval for the Zoning Map Amendment request to rezone the Properties to Agricultural (AG) and Rural Mixed Use (RMU) Zoning Districts in accordance with the provisions of the Town of Bluffton Unified Development Ordinance, as amended; and

WHEREAS, the Town Council of the Town of Bluffton concurs with Planning Commission's recommendation; and

WHEREAS, for the reasons stated herein, the Town Council of the Town of Bluffton finds it to be in the Town's best interest to approve the Zoning Map Amendment for those certain Properties owned by Cornerstone Church at Bluffton and Lalie Ann Mole.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA:

Section 1. Zoning Map Amendment. The Town of Bluffton's Official Zoning Map is hereby amended by establishing the zoning classification of those certain Properties owned by Cornerstone Church at Bluffton and Lalie Ann Mole, the same consisting of 43.31 acres, more or less, located at 11 Grassey

Lane and 21 Lake Lane, being described, respectively, as Beaufort County Tax Map Numbers R610-036-000-0014-0000 and R610-036-000-014B-0000, which is hereby rezoned to the Agricultural (AG) and Rural Mixed Use (RMU) Zoning Districts in accordance with the provisions of the Town of Bluffton Unified Development Ordinance, as amended.

Section 2. Ordinance in Full Force and Effect. This Ordinance shall take full force and effect upon adoption.

DONE, RATIFIED AND ENACTED this _____ day of _____, 2024.

This Ordinance was read and passed at First Reading on April 9, 2024.

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

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

A Public Hearing was held on this Ordinance on May 14, 2024.

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

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

This Ordinance was passed at Second and Final Reading held on May 14, 2024.

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

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

Suggested Motion

*"I Recommend to **[Approve or Deny]** the request by Nathan Sturre for approval of an Amendment to the Town of Bluffton Official Zoning Map to rezone two (2) parcels from Planned Unit Development (PUD) to Agricultural (AG) and Rural Mixed Use (RMU). The subject parcels consist of approximately 43.31 acres and are identified by tax map numbers R610 036 000 0014 0000 and R610 036 000 014B 0000"*

TOWN COUNCIL

STAFF REPORT
Executive Department

MEETING DATE:	May 14, 2024
PROJECT:	Consideration of an Ordinance Authorizing the Conveyance of Certain Real Property Owned by the Town of Bluffton to Workforce State of Mind, LLC, Located at 1095 May River Road and Consisting of 1.78 Acres, More or Less, and Identified as Beaufort County Tax Map No. R610 039 000 0498 0000; and, Authorizing the Execution and Recording of Associated Documents – Second and Final Reading
PROJECT MANAGER:	Heather Colin, Assistant Town Manager

REQUEST: Town Council approve Second and Final Reading of an Ordinance to convey the 1.78 acre Town owned property located at 1095 May River Road and identified as Beaufort County Tax Map No. R610 039 000 0498 0000 (the "1095 May River Road") to Workforce State of Mind, LLC (Attachment 2).

No changes from First Reading on October 10, 2023.

BACKGROUND: The Town Council approved a Resolution to acquire 1095 May River Road on April 10, 2018 for a purchase price of $263,000 (Attachment 3). A copy of the Boundary, Tree, and Topographic Survey dated May 25, 2018, which was prepared for the Town, is provided as Attachment 4.

In 2019 a Request for Proposals for the development of affordable housing on certain Town owned property, which included 1095 May River Road as a possible site, to further the Town's affordable housing initiatives in accordance with the Town's adopted Strategic Plan. The resulting Master Agreement for the Development of Affordable Housing, as amended, was awarded to Workforce State of Mind, LLC and executed on August 4, 2022 with a subsequent Addendum executed on August 8, 2023 (the "Agreement") for the development of 1095 May River Road. The Agreement provides for the conveyance of 1095 May River Road to Workforce State of Mind, LLC to carry out development of the site.

The development permit for the project is pending approval from both Beaufort Jasper Water & Sewer Authority and South Carolina Department of Transportation. Per the Master Agreement for project, after the final response and approval period on the development permit, the next step is the closing date.

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 requires that Town

Council 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.

NEXT STEPS:

1. Approval of Final Development Plan,
2. Closing,
3. Construction of Infrastructure begins and
4. Building Permits Applied for and Issued.

ATTACHMENTS:

1. Presentation

2. Ordinance Authorizing the Conveyance of Certain Real Property Owned by the Town of Bluffton to Workforce State of Mind, LLC, Located at 1095 May River Road and Consisting of 1.78 Acres, More or Less, and Identified as Beaufort County Tax Map No. R610 039 000 0498 0000; and, Authorizing the Execution and Recording of Associated Documents

    a. Exhibit A - Property Description
    b. Exhibit B - Plat
    c. Exhibit C - Master Agreement for the Development of Workforce Housing, as Amended
    d. Exhibit D – Deed (to be attached and prepared by Town Attorney)

3. A Resolution Authorizing the Purchase and Conveyance of Approximately 1.78 Acres of Real Property in Bluffton, South Carolina, Commonly Known As 1095 May River Road, TMS No. R610-039-000-0498-0000 From KGB1935, Ltd., Co., to the Town of Bluffton, South Carolina, For the Purchase Price of $263,000.00; and, Authorizing the Execution and Recordation of Certain Documents in Connection Therewith

4. Boundary, Tree And Topographic Survey of 1095 May River Road dated May 25, 2018 prepared for the Town of Bluffton

5. Development Plan

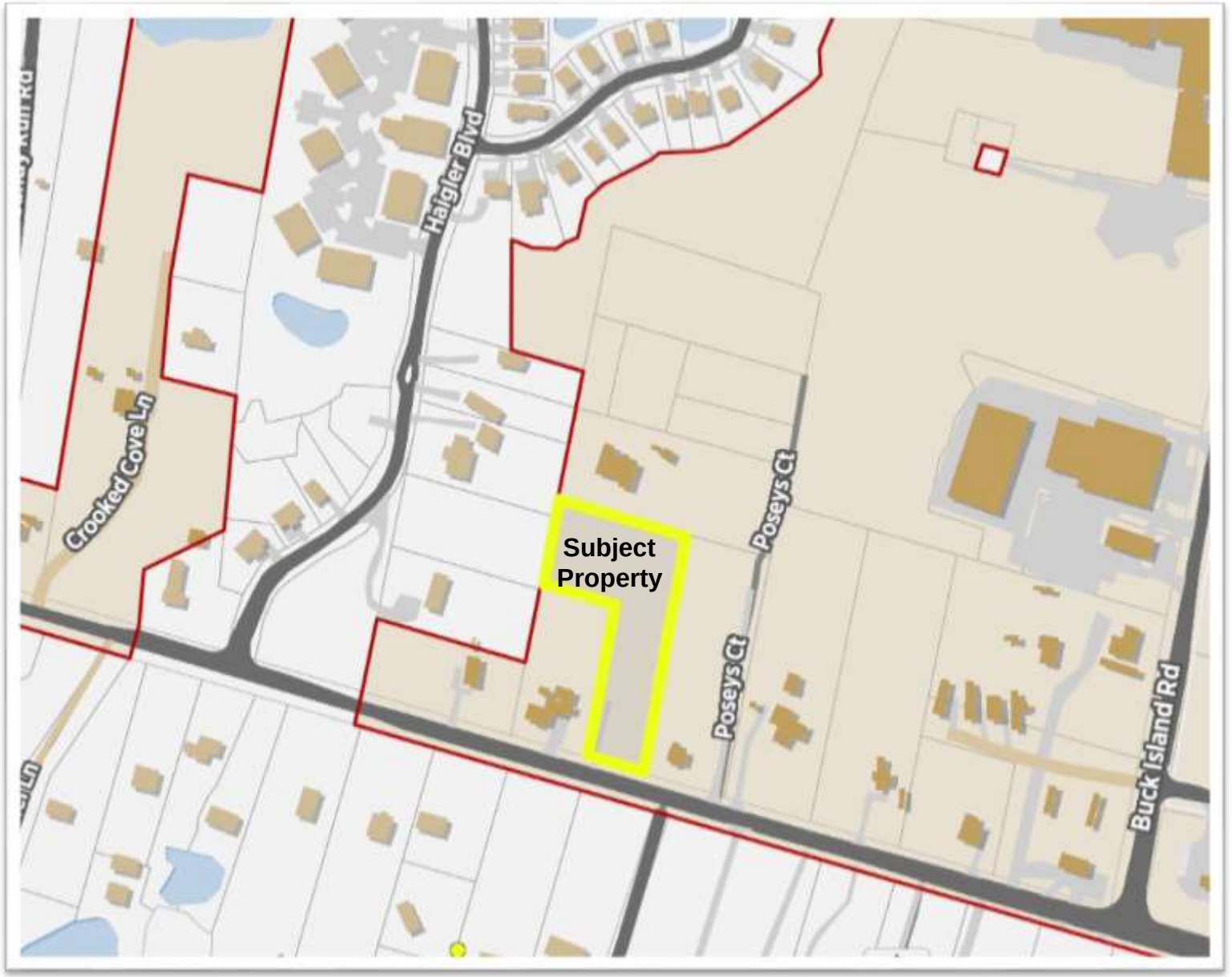
6. Proposed Motion

Consideration of an Ordinance Authorizing the Conveyance of Certain Real Property Owned by the Town of Bluffton to Workforce State of Mind, LLC, Located at 1095 May River Road and Consisting of 1.78 Acres, More or Less, and Identified as Beaufort County Tax Map No. R610 039 000 0498 0000; and, Authorizing the Execution and Recording of Associated Documents –

Second and Final Reading

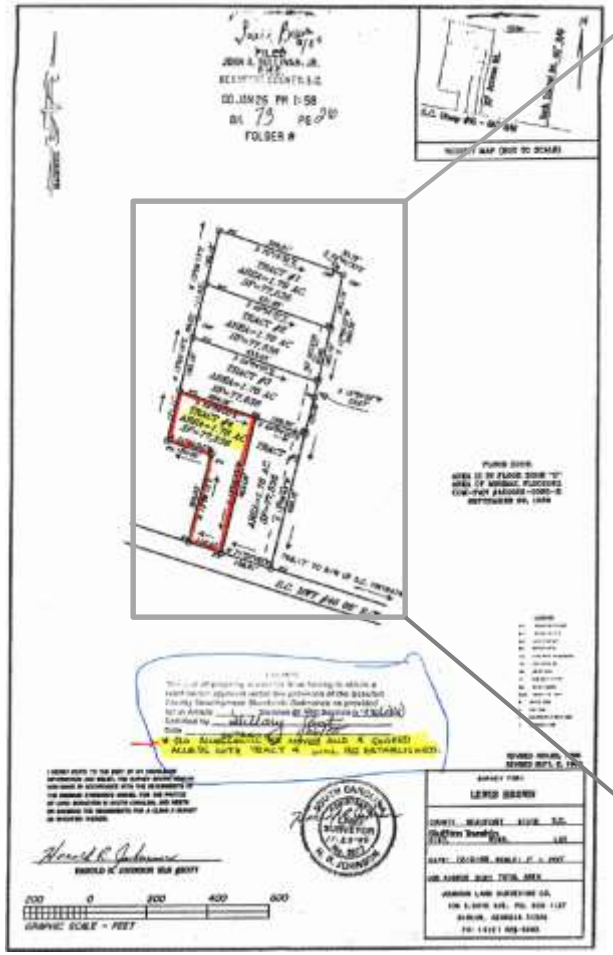
Presentation to Town Council
May 14, 2024
Executive Department
Heather Colin, AICP

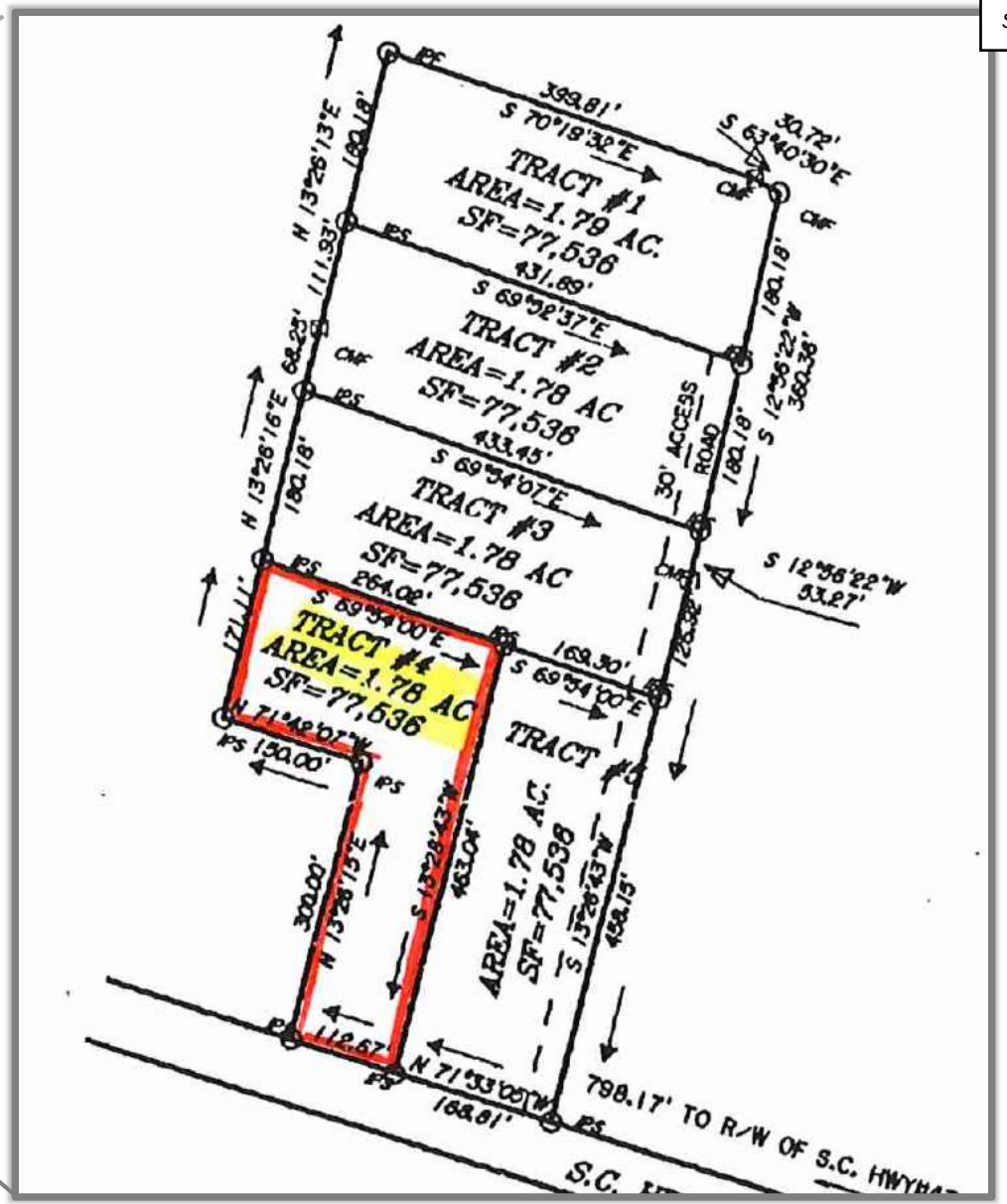
Location Map



Aerial Location Map

Recorded Plat Book 73 Page 26





Conveyance of 1095 May River Road –

Second and Final Reading

Introduction & Background

- Town Council approved a Resolution to acquire 1095 May River Road on April 10, 2018 for a purchase price of $263,000

- In 2019 a Request for Proposals for the development of affordable housing, which included 1095 May River Road as a possible site, to further the Town's affordable housing initiatives in accordance with the Town's adopted Strategic Plan

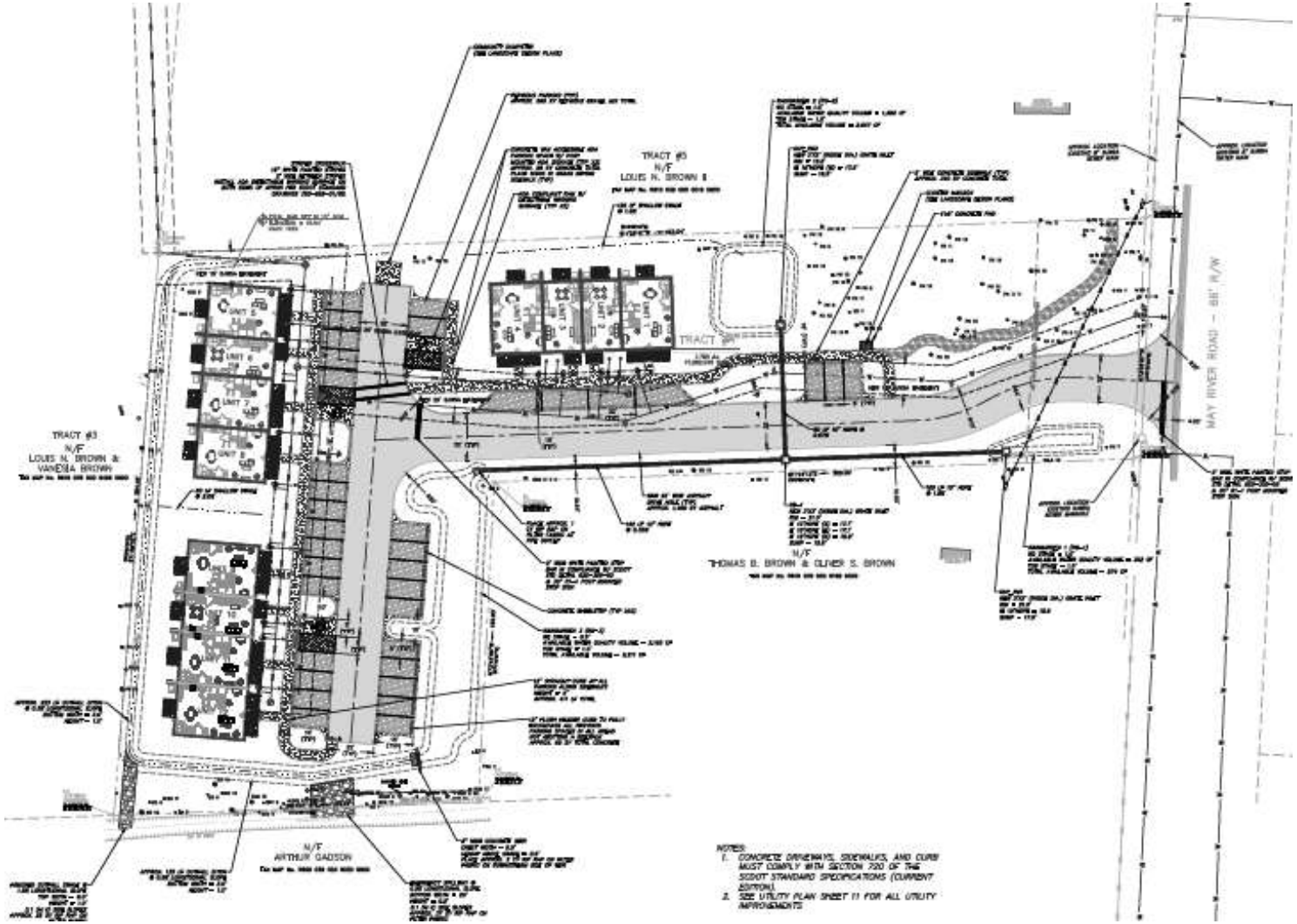
- A Master Agreement for the Development of Affordable Housing was awarded to Workforce State of Mind, LLC to develop 1095 May River Road

- The Agreement provides for the conveyance of the 1095 May River Road to Workforce State of Mind, LLC to carry out development of the site

Introduction & Background (cont.)

- First Reading to transfer the property was approved on October 10, 2023.
- The necessary permits to begin site development (Final Development Plan) are pending final approval from BJWSA and SCDOT;
- Town Council is required to 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 per:
    - 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

Development Plan



Next Steps

- Approval of Development Plan;
- Closing;
- Construction of Infrastructure; and
- Building Permits Applied for and Issued.

Proposed Motion

Consideration of an Ordinance Authorizing the Conveyance of Certain Real Property Owned by the Town of Bluffton to Workforce State of Mind, LLC, Located at 1095 May River Road and Consisting of 1.78 Acres, More or Less, and Identified as Beaufort County Tax Map No. R610 039 000 0498 0000; and, Authorizing the Execution and Recording of Associated Documents

*"I move to **[Approve, Approve as Amended, Deny]** Second and Final Reading of an Ordinance Authorizing the Conveyance of Certain Real Property Owned by the Town of Bluffton to Workforce State of Mind, LLC, Located at 1095 May River Road and Consisting of 1.78 Acres, More or Less, and Identified as Beaufort County Tax Map No. R610 039 000 0498 0000; and, Authorizing the Execution and Recording of Associated Documents"*

QUESTIONS

ORDINANCE NO. 2024-__

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BLUFFTON TO WORKFORCE STATE OF MIND, LLC, LOCATED AT 1095 MAY RIVER ROAD AND CONSISTING OF 1.78 ACRES, MORE OR LESS, AND IDENTIFIED AS BEAUFORT COUNTY TAX MAP NO. R610 039 000 0498 0000; AND, AUTHORIZING THE EXECUTION AND RECORDING OF ASSOCIATED DOCUMENTS.

WHEREAS, the Town of Bluffton, South Carolina, (the "Town") presently owns the property located at 1095 May River Road consisting of 1.78 acres identified as Beaufort County Tax Map No. R610 039 000 0498 0000 ("Town Owned Property"); and,

WHEREAS, the Town Council has identified affordable housing as a priority in the adopted Strategic Plan; and

WHEREAS, in 2019 the Town issued a Request for Proposals for the construction of affordable housing on one or more properties, including the Town Owned Property and subsequently awarded Contract No. 2023-21 Master Agreement for the Development of Workforce Housing, as amended (the "Agreement") to Workforce State of Mind, LLC ("WSM"); and,

WHEREAS, in accordance with the Agreement, the Town agreed to convey the Town Owned Property to WSM for the development of affordable housing; and,

WHEREAS, Town Council approved First Reading to convey the property on October 10, 2023; and,

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 Council 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.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA:

SECTION 1. Conveyance of Town Owned Property. Approval of the conveyance of approximately 1.78 acres identified as Beaufort County Tax Map No. R610

039 000 0498 0000 to Workforce State of Mind, LLC, as detailed in the Property Description provided as Exhibit "A", which is attached and incorporated herein, and shown on the Plat provided as Exhibit "B", which is attached and incorporated herein, and pursuant to the terms of the Master Agreement for the Development of Affordable Housing, as amended, provided as Exhibit "C", which is attached and incorporated herein.

SECTION 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 exchange, acceptance, transfer and conveyance of the property, easements and obligations including, without limitation, the delivery and recordation of a Deed, to be attached and incorporated as Exhibit "D", which is to be a 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.

SECTION 3. This ordinance shall become effective upon its final adoption.

DONE, RATIFIED AND ENACTED this _____ day of _____, 2024.

This Ordinance was read and passed at First Reading on _October 10_, 2023.

This Ordinance was passed at Second and Final Reading held on_____, 2024.

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

_____
Marcia Hunter
Clerk, Town of Bluffton, South Carolina

Exhibit "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land situate, lying and being in Bluffton Township, County of Beaufort, State of South Carolina, containing 1.78 acres, more or less, and identified as Tract 4 on a plat entitled, "Survey for: Lewis Brown," prepared by Harold R. Johnson, RLS #2077, Johnson Land Surveying Co., dated December 9, 1995, last revised November 22, 1996, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 73 at Page 26. For a more detailed description as to location, metes, bounds, distances, direction, etc., reference may be had to said plat of record.

This being the same property conveyed to the Town of Bluffton by deed of KGB 1934 LTD Co., dated July 13, 2018, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on July 25, 2018, in Record Book 3686 at Page 2292.

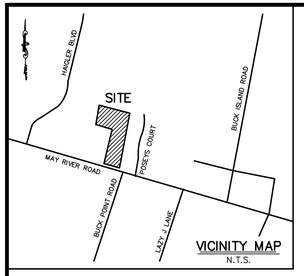
Tax Map No. R610-039-000-0498-0000

Exhibit "B"
PLAT

Exhibit "C"
MASTER AGREEMENT FOR THE DEVELOPMENT OF AFFORDABLE HOUSING

Exhibit "D"
DEED

Exhibit "B"



LEGEND:
TREE SIZES ARE INCHES IN DIAMETER

×9.5	SPOT ELEVATION
—9—	CONTOUR
I.O.	IRON PIPE, OLD (FOUND)
CHY	CHERRY
GUM	SWEET GUM
LA	LAUREL OAK
LO	LIVE OAK
MAG	MAGNOLIA
MIM	MIMOSA
PN	PINE
WO	WATER OAK
WAX	WAX MYRTLE
Ac.	ACRE
CATV	CABLE TELEVISION JUNCTION BOX
GW	GUY WIRE
NTS	NOT TO SCALE
N/F	NOW OR FORMERLY
PP	POWER POLE
R/W	RIGHT OF WAY
TEL	TELEPHONE JUNCTION BOX
—X—	FENCE LINE
—OHP—	OVERHEAD POWERLINE

TRACT #3
N/F
LOUIS N. BROWN & VANESIA BROWN
TAX MAP No. R610 039 000 0499 0000

TRACT #5
N/F
LOUIS N. BROWN II
TAX MAP No. R610 039 000 0019 0000

T.B.M. NAIL SET IN 10" GUM
ELEVATION = 18.94'
NAVD 1988

I.O. 5/8"REBAR (ONLINE)

I.O. 5/8"REBAR N:148227.21 E:2036458.41

I.O. 5/8"REBAR (DISTURBED) N:148436.95 E:2036348.25

I.O. 5/8"REBAR N:148269.22 E:2036514.41

I.O. 5/8"REBAR N:148261.84 E:2036507.36

I.O. 5/8"REBAR N:148233.14 E:2036398.09

(S13°28'43"W)
S11°26'41"W — 463.04'

TRACT #4
1.780 Ac.
77,552.076 Sq.Ft.

15' BUILDING SETBACK LINE

50' BUFFER

50' BUILDING SETBACK LINE

CENTERLINE OF DITCH

TOP OF BANK

DRY TO LAKING DOWN

BARBED WIRE FENCE

EDGE OF PAVEMENT

MAY RIVER ROAD – 66' R/W

N11°24'13"E — 300.00'
(N13°26'15"E)

S71°56'02"E — 264.02'
(S69°58'00"E)

N73°44'09"W — 150.00'
(N71°42'07"W)

N73°43'07"W — 171.11'
(N71°33'05"W)

N11°24'14"E — 171.11'
(N13°26'16"E)

EXISTING RESIDENCE

N/F
ARTHUR GADSON
TAX MAP No. R600 039 000 003D 0000

N/F
THOMAS B. BROWN & OLIVER S. BROWN
TAX MAP No. R610 039 000 019B 0000

NOTES

1) 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; ALSO THERE ARE NO OBVIOUS, APPARENT OR VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

2) AS OF THE DATE OF THIS SURVEY THIS PROPERTY IS LOCATED IN ZONE C, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY H.U.D. PANEL 0085-D, COMMUNITY NO. 450025, MAP DATED 09/29/1986, BASE ELEVATION N/A (NGVD 29 DATUM). FLOOD HAZARD ZONE AND BASE ELEVATION SHOULD BE VERIFIED BY PROPER TOWN OR COUNTY BUILDING INSPECTIONS DEPARTMENT.

3) BUILDING SETBACKS WHICH EXIST FOR THIS LOT, SHOWN OR NOT SHOWN ON THIS SURVEY, ARE EXPLAINED IN THE COVENANTS, EASEMENTS & SETBACKS SHOWN SHOULD BE VERIFIED THRU THE APPROPRIATE ARCHITECTURAL REVIEW BOARD OR BUILDING AGENCY.

4) UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN AND ARE APPROXIMATE. SURVEYING CONSULTANTS DOES NOT CERTIFY TO THE EXACT LOCATION OF ANY UNDERGROUND UTILITY.

5) NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR WETLAND SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.

6) SURVEYING CONSULTANTS CERTIFIES TO THE BOUNDARY, TOPOGRAPHIC AND ASBUILT INFORMATION PROVIDED HEREON AS OF THE DATE OF SURVEY. IF THIS DOCUMENT IS TO BE PROVIDED AS A BASE MAP FOR OTHERS, INFORMATION ADDED AFTER THE DATE OF THIS SURVEY IS NOT THE RESPONSIBILITY OF SURVEYING CONSULTANTS.

7) SURVEYING CONSULTANTS DOES NOT PROVIDE ARBORIST SERVICES. TREE IDENTIFICATIONS ARE MADE AS BEST OBSERVANCE/KNOWLEDGE OF A NON-ARBORIST. A CERTIFIED ARBORIST SHOULD BE CONSULTED TO VERIFY TREE IDENTIFICATION, IF IDENTIFICATION OF TREES IS CRITICAL TO DEVELOPMENT.

8) THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE OTHER EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER SIMILAR MATTERS OF PUBLIC RECORD, NOT DEPICTED ON THIS SURVEY.

9) BEARINGS SHOWN ARE ORIENTED TO S.C. GRID COORDINATES BASED ON GPS. VERTICAL AND COORDINATE DATUM IS BASED ON GPS STATIC OBSERVATION WITH NGS-OPUS POST PROCESSING.

10) AS PER THE TOWN OF BLUFFTON UNIFIED DEVELOPMENT ORDINANCE THE BUILDING SETBACK LINES ARE AS PER TABLE 5.8.3.A & TABLE 5.8.3.B, AND THE ADJACENT STREET LANDSCAPE BUFFER IS AS PER SECTION 5.3.7.B.2.B.

REFERENCE PLAT:

SURVEY FOR LEWIS BROWN, TRACT #1 THRU #5, BLUFFTON TOWNSHIP, DATED: 12/09/1995, LAST REVISED: 11/22/1996, BY: HAROLD R. JOHNSON, S.C.R.L.S. NO. 2077, RECORDED: P.B. 73, PG. 26, DATE: 11/26/2000.

PREPARED FOR: THE TOWN OF BLUFFTON
ADDRESS: #1095 MAY RIVER ROAD, BLUFFTON, SC 29910
TAX PARCEL I.D. NO. R610-039-000-0498-0000

SOUTH CAROLINA SURVEYING CONSULTANTS, INC. No.C00835 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED LAND SURVEYOR 11059 TERRY G. HATCHELL

GRAPHIC SCALE
0 20 40 60

BOUNDARY
TREE & TOPOGRAPHIC
SURVEY OF

TRACT #4, #1095 MAY RIVER ROAD

TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 20' DATE: 05/25/2018 JOB NO: SC180077

SURVEYING CONSULTANTS
17 Sherington Drive, Suite C, Bluffton, SC 29910
SC Telephone: (843) 815-3304 FAX: (843) 815-3305
GA Telephone: (912) 826-2775
www.SurveyingConsultants.com
Email: SC@SurveyingConsultants.com

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CREW: TS/TS/DH
CAD: AJ/SC1

Exhibit C

MASTER AGREEMENT FOR THE DEVELOPMENT OF AFFORDABLE HOUSING
(1095 MAY RIVER ROAD; BLUFFTON, SOUTH CAROLINA)

THIS MASTER AGREEMENT FOR THE DEVELOPMENT OF AFFORDABLE HOUSING ("*Agreement*") is entered into as of this 4th day of August, 2022, by and between WORKFORCE STATE OF MIND, LLC, a South Carolina limited liability company (the "*Developer*") and THE TOWN OF BLUFFTON, a South Carolina municipal corporation (the "*Town*"). The Developer and the Town may from time to time be referred to individually as a "*Party*" and collectively as the "*Parties.*"

WITNESSETH

WHEREAS, the Parties, cognizant of the public's need for Affordable Housing within Beaufort County, South Carolina, have expressed the shared goal of facilitating the development of Affordable Housing on real property owned by the Town without and within the Town of Bluffton, South Carolina, a municipality situate within Beaufort County; and,

WHEREAS, the Parties have identified rising land costs as one of the primary impediments to providing and developing Affordable Housing within Beaufort County; and,

WHEREAS, the Town is the record owner of that certain parcel of real property located within Beaufort County, identified on **EXHIBIT "A"** attached hereto and which is fully incorporated herein by reference (collectively, the "*Property*" or the "*Properties*"); and,

WHEREAS, the Parties desire to jointly develop Affordable Housing on the Properties as more fully set forth on **EXHIBIT "B"** hereto and which is fully incorporated herein by reference (collectively, the "*Project*"); and,

WHEREAS, in conjunction with a Request for Proposals issued by the Town in 2019 for the construction of affordable housing on the Property and other properties owned by the Town, the Town competitively selected the Developer; and,

WHEREAS, the Parties anticipate that the Project will be developed in phases over a period of several years, with each Party's obligations being conditioned upon successful completion of each phase of the Project; and,

WHEREAS, during the first phase, the Developer shall be responsible for conducting all due diligence on the Properties and performing certain Master Development Services in furtherance of the Project, as more fully set forth herein; and,

WHEREAS, during upon the satisfactory completion of the Developer's due diligence and development planning, as shall be determined in the commercially reasonable discretion of the Town, the Town shall be obligated to reimburse the Developer for certain third-party costs incurred by Developer in performing the Master Development Services contemplated under this Agreement; and,

WHEREAS, upon reimbursement, all such drawings, deliverables, tracings, specifications, and other documents obtained by Developer in furtherance of this Agreement shall be assignable to the Town and shall be collaterally assigned to the Town; and,

WHEREAS, as a material consideration for the long-term assurances, vested rights, and other obligations of the Parties as set forth in this Agreement and as a material inducement for the Town to

reimburse certain third party expenses to Developer, Developer has offered and agreed to provide certain public benefits to the Town as specified herein; and,

WHEREAS, the Parties involved desire to enter into this Agreement in order to set forth the specific rights, obligations, and responsibilities of the Parties in connection with carrying out the activities contemplated hereunder.

AGREEMENT

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

ARTICLE I
RECITALS; PURPOSE; DEFINITIONS; RULES OF CONSTRUCTION;

Section 1.1: Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are incorporated herein by reference as if set forth in their entirety herein.

Section 1.2: Purpose. The purpose of this Agreement is to complete pre-development land planning, due diligence, and other Phase One Developer Services on the Properties in furtherance of the Project. The Parties expect the Project to be completed in a series of phases with the Parties being responsible for completing certain specified deliverables within each phase. This Agreement is intended to set forth the Parties' responsibilities and obligations regarding the first phase of the development, construction and management of the Project, and to outline the Parties' expectations for the following phases of the Project.

Section 1.3: Definitions. The capitalized terms used in this Agreement shall, unless the context clearly requires otherwise or such terms are defined elsewhere herein, shall have the meanings set forth on **EXHIBIT "C"** hereto.

Section 1.4: Rules of Construction. Unless otherwise stated or the context otherwise requires, when used in this Agreement:

(a) *Headings*. Titles and headings are for convenience only and will not be deemed part of such document for purposes of interpretation.

(b) *References*. References in a document to "Sections," "Schedules," "Exhibits," and "Appendices" refer, respectively, to Sections of, and Schedules, Exhibits and Appendices to, this Agreement. Each reference to a particular contract, agreement or other document is a reference to such contract, agreement or other document as it may be amended, modified, extended, restated or supplemented from time to time.

(c) *Interpretation*. The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed more strictly against the drafter thereof.

(d) *Plurals*. In the case of defined terms, the singular includes the plural and vice versa.

(e) *Gender*. References to any gender include all others if applicable in the context.

(f) *Successors and Assigns.* Any reference to a Person includes such Person's successors and permitted assigns.

(g) *Parts of Speech*. Any definition in one part of speech of a word, such as definition of the noun form of that word, shall have a comparable meaning when used in a different part of speech, such as the verb form of that word.

(h) *Legal References.* References to any law, rule or regulation include any amendment or modification (in either case, prior to the date hereof) to such law, rule or regulation, and all regulations and rules promulgated thereunder and decisions of any Governmental Authority issued in interpretation thereof.

(i) *Interpretation*. The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed more strictly against the drafter thereof.

Section 1.5: Property Description. The real property subject to this Agreement is described in **EXHIBIT "A"** to this Agreement, as amended from time to time.

Section 1.6: Intentionally Omitted.

Section 1.7: Project Costs. The Costs associated with this Project and each phase of this Project, as well as the Costs associated with all of the Developers Inspections and Developers Services herein, shall be the sole responsibility of the Developer, without any Cost to the Town other than the Town's contribution requirements in Section 5.1 and Section 6.1 of this Agreement.

Section 1.8: Disclaimer of Responsibility by the Town. The Town neither undertakes nor assumes, nor will have any responsibility or duty to Developer or to any third party to review, inspect, supervise, pass judgment upon or inform Developer or any third party of any matter in connection with the development or construction of the Project, whether regarding the quality, adequacy or suitability of the Plans and Specifications, any labor, service, equipment or material furnished to the Property or the Units, any person furnishing the same or otherwise. Developer and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Developer, or to any third party by the Town in connection with such matter is for the public purpose of developing the Property, and neither Developer (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon. The Town shall not be responsible for any of the Work of construction, improvement or development of the Property.

Section 1.9: Affordability Covenants. The Parties recognize that on or about the Closing Date, the Town shall record against the Property those certain Affordability Covenants, which upon recording with the Office of the Register of Deeds for Beaufort County, South Carolina, shall attach to the Properties and shall constitute appurtenant easements, covenants, conditions and restrictions running with the Properties, are intended to be commercial in nature, and are expressly assignable to successors-in-title or interest to the Units and the Property. Any Person accepting any conveyance of title or interest to any portion of the Property shall be deemed to have accepted such title or interest subject to the Affordability Covenants. The Affordability Covenants are designed to ensure that all Units on the Property, whether constructed by Developer, a successor developer, a third party, or the

Town, meet the occupancy objectives and proper income criteria of this Agreement for the life of the Affordability Covenants. The Affordability Covenants are attached hereto as **EXHIBIT "D"**.

Section 1.10: Risk of Loss. From the Effective Date through the Closing Date, all risk of loss with respect to the Property or any portion thereof shall be borne by the Town; provided however, that from the Closing Date forward, risk of loss of the Properties as conveyed to the Developer by the Town (and all Infrastructure Improvements and other Improvements thereon, if any) shall pass to the Developer for the purposes of this Agreement.

Section 1.11: Lender Not Obligated to Construct Improvements. No Lender shall be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit, or authorize any such Lender to devote the Property to any uses, or to construct any improvements thereon, other than those uses or Improvements provided for or authorized by this Agreement.

ARTICLE II:
DEVELOPER GENERAL OBLIGATIONS, RESPONSIBILITIES, AND DUTIES; INDEMNIFICATION

Section 2.1: Appointment of Developer. Subject to the terms of this Agreement, the Town hereby engages Developer to perform the duties and services of Developer set forth herein, and Developer hereby agrees to perform such duties and services, all in accordance with the terms and conditions of this Agreement. Developer shall be an independent contractor and nothing contained in this Agreement shall be construed to create a partnership or joint venture relationship between the Town and Developer.

Section 2.2. Deadlines and Schedule of Performance. Throughout this Agreement, certain deadlines and time periods are created in which one or both of the Parties must perform their obligations. These deadlines and time periods are set forth and defined on **EXHIBIT "E"** (the "*Schedule of Performance*") attached hereto and made an integral part hereof.

Section 2.3. Deadline Extensions. Subject to the terms hereof, the Deadlines and time for performance of any of the Developer's actions hereunder as set forth in the Schedule of Performance (*e.g.,* the expiration of the term of the Due Diligence Period, the Closing Date, and/or the Final Completion Date) may be extended by one or more additional thirty (30) day periods by the mutual written consent of the Parties (each, a "*Deadline Extension*"), which such consent shall not be unreasonably withheld in the event that the economic variables for labor or materials or interest rates are too unstable to reasonably proceed under the existing contract terms. In the event of a Deadline Extension, any corresponding Town obligations shall be similarly extended at no cost to the Town. Any request for a Deadline Extension shall be asserted in writing no less than ten (10) days prior to such Deadline.

Section 2.4: License to Developer and Consultants. Subject to the terms and conditions of this Agreement, the Town shall grant and does hereby grant to Developer and its Consultants a temporary, non-exclusive license, commencing on the Effective Date and terminating on the Closing Date to enter onto the Property to perform the Developer Inspections and the Developer Services. Notwithstanding the foregoing, Developer shall permit the Town to have a representative present during all Developer Inspections conducted at the Property or at any time when Developer or Consultants are performing any Developer Services related to this Project.

Section 2.5: Developer Services. Without limiting any other term of this Agreement, throughout the term of this Agreement, Developer shall perform the following services and have the right to perform the following services (collectively, the "*Developer Services*"):

(a) *Developer Reports.* Developer shall distribute or cause to be distributed to the Town Manager regular updates on the Project, which shall include updated Schedule of Performance and Project Budget (with change orders and notations identifying any Cost reductions or increases), field reports of any Consultants, and summaries of progress on the Developer's Services (the "*Developer's Reports*"). The Developer may provide the Developer's Reports orally unless the Town specifically requests a written report. The Developer, with the assistance of the Consultants, shall routinely and regularly evaluate the Project and the Project Budget, each in terms of the other, and provide such evaluations to the Town as part of the Developer Reports. In addition to regular reports, Developer shall keep the Town Manager advised generally as to any and all developments affecting the Property and the Project and respond, coordinate, and cooperate with all reasonable requests by the Town Manager inquiring as to the status of the progress of the Project for the purpose of enabling the Town to monitor Developer's progress and the Project's progress. Further, the Developer shall assist the Town in responding to questions, complaints, or concerns from neighborhood groups, local organizations, or any members of the public interested in the Project.

(b) *Project Supervision.* Developer shall supervise completion of the Developer Inspections, the Developer Services, and/or any other Work reasonably necessary for the completion of the Project (including but not necessarily limited to the Work of the Consultants) and administer the Contract Documents to maintain compliance with the Plans and Specifications, the Project Budget, and the Schedule of Performance, and shall oversee the coordination and administration of the Consultants employed in connection with the design, entitlement, development, and, if applicable, the construction, marketing, sale, rental, and completion of the Project.

(c) *Copies of Notices Affecting the Project.* In the event Developer receives any service of process or any notice of (or similar document relating to) any action, omission, violation or circumstance which could have a material effect on the planning, development, or design of the Project, Developer shall deliver a copy of same to the Town Manager as soon as practicable in the manner set forth in this Agreement.

(d) *Books and Records.* Developer shall keep, or cause to be kept, accurate, full and complete books of account on a calendar year basis showing assets, liabilities, income, operations, transactions and the financial condition of Developer for the design and development of the Project. The books, accounts and records of Developer for the Project shall be at all times maintained at Developer's principal office and shall at all reasonable times and upon prior reasonable notice be accessible to the Town. Developer shall maintain the books and records for a period of three (3) years after expiration of the Agreement. During the term of the Agreement or at any point three (3) years after the Agreement's expiration or termination, upon ten (10) days' notice to Developer, the Town may, at its option and at its own expense, conduct audits of the books, records and accounts of Developer related to the Project, but not more than four (4) times per calendar year. Developer shall provide the Town's auditors, accountants and advisors with access to all of its information related to the design, development, management, and construction of the Project.

(e) *Other Services.* The Developer shall perform any and all other services and responsibilities of the Developer which are set forth in any other provision of this Agreement (including but not necessarily limited to any phase-specific Developer Service) or which are reasonably requested by the Town with respect to the design, entitlement, development, and financing of the Project pursuant to this Agreement and which are within the general scope of the services of the Developer described herein.

Section 2.6. Other Developer Contracts. The Parties acknowledge and recognize that the Town's selection of the Developer to provide the Developer Services hereunder for the Project was materially and substantially influenced by the Developer's commitment to providing Developer Services all of the Properties. The default by the Developer as to any of the Properties may constitute, in the sole discretion of the Town, a default hereunder and permit the termination of this Agreement.

Section 2.7: Developer's Performance.

(a) *Developer Covenants.* Developer covenants to (i) perform its obligations hereunder in accordance with industry standards, in a professional manner consistent with the orderly and expeditious design, development and construction of the Project in the Southern Beaufort County area and in accordance with the terms of the Project Documents; (ii) take all steps usually and customarily taken by prudent and experienced developers seeking with due diligence to achieve the objective to which their particular effort pertains; (iii) devote as much time and resources as is necessary to manage the design, development and construction of the Project in accordance with the requirements of the Project Documents; and, (iv) act at all times in good faith and in the best interests of the Town and the Project, seeking to minimize Costs of the Project and achieve Final Completion by the Final Completion Date subject to the terms and conditions of this Agreement.

(b) *Skill Level; Delivery of Approvals and Consents.* Developer recognizes the necessity of a close working relationship with the Town and hereby covenants and agrees to furnish the level of skill, efforts and judgment in the performance of its duties and responsibilities under this Agreement which is appropriate and consistent with the coordination of the development of the Project in the Southern Beaufort County area and to provide Developer's knowledge, ideas, experience and abilities relating to the development of the Project. Developer and the Town hereby covenant and agree to render approvals, consents or decisions in a timely manner to requests submitted by the other Party hereto; provided, however, that the foregoing shall not be deemed to reduce or extend any time periods for any actions or responses otherwise set forth in this Agreement, unless otherwise expressly stated in this Agreement.

Section 2.8. Indemnification.

(a) *Breach.* Developer shall indemnify, defend and hold harmless the Town from and against any liability, cost, damage, lien, loss or expense (including reasonable attorney's fees and disbursements) incurred or suffered by the Town as a result of Developer's failure to pay in a timely manner any Cost or expense for which Developer is obligated to pay as provided in this Agreement, including, without limitation any and all payments due Consultants under their respective contracts.

(b) *Negligence; Willful Misconduct.* Developer shall indemnify, defend and hold harmless the Town (and its officers, agents and employees) from and against any and all liability, cost, damage, lien, loss or expense (including attorney's fees and disbursements) in

any matter related to, arising out of or resulting from any negligence, fraud or willful misconduct of Developer or its officers or employees.

Section 2.9: No Partnership or Joint Venture. The Parties recognize that the Agreement requires substantial contributions of services and resources by both Parties, and requires close coordination and consensus at all stages and on all elements, as well as the fact that the financial benefit for the Developer is significantly dependent upon successful implementation of the terms hereof. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed or construed to create a relationship of partners, co-venturers, or principal and agent between the Town and the Developer. The Developer shall have no power or authority to create any obligation on the part of the Town, as obligor, guarantor, or surety, with respect to any obligation to third parties incurred by the Developer.

ARTICLE III:
DUE DILIGENCE & TITLE REVIEW

Section 3.1: Due Diligence Generally. During the Due Diligence Period, the Developer shall be obligated and responsible for conducting all inspections reasonably necessary for the completion of the Project including (i) any and all customary studies, tests, examinations, inspections or investigations of or concerning the Property (including, without limitation, engineering and feasibility studies, environmental assessments, evaluation of drainage and flood plain, and surveys); (ii) to confirm any and all matters which Developer or Consultants may reasonably desire to confirm with respect to the Property; and (iii) to review all due diligence materials, if any, with respect to the Property as delivered or made available by the Town to the Developer or Consultants (collectively, the "*Developer Inspections*").

Section 3.2: Property Assessments. Developer acknowledges that prior to the Effective Date, the Town delivered to Developer or Consultants the Geotechnical Report and the Phase I Environmental Site Assessment for the Properties, if any.

Section 3.3: Supplemental Assessments. Prior to the expiration of the Due Diligence Period, Developer shall have the right but not the obligation to (1) engage geotechnical consultants to perform supplemental geotechnical evaluations of the Properties based on a preliminary site plan; and/or (2) if deemed warranted with respect to an existing or suspected Environmental Condition identified in the Phase I Environmental Site Assessment, may cause to be performed such Phase II environmental assessments, or any further testing or other evaluation reasonably necessary to determine the existence, scope and extent of an Environmental Condition (collectively, the "*Supplemental Assessments*"). The Town agrees that any reports, assessments or other information provided to the Developer regarding the Environmental Condition of the Property may be provided to the Consultants as needed to conduct any Supplemental Assessment. Developer acknowledges that any Supplemental Assessment will be the sole financial responsibility of the Developer. In the event a Supplemental Assessment recommends any remedial actions, Developer shall submit or cause to be submitted to the Town all proposed plans and specifications for the purpose of reviewing such submissions and plans; provided, however, the Town shall bear no responsibility or liability for plans and specifications for Site Preparation Work or remediation plans as a result of its review and approval thereof. All Costs associated with identifying, investigating and remediating Environmental Conditions are the responsibility of the Developer. If prior to the expiration of the Due Diligence Period, the Developer and the Town are unable to reach an agreement on the scope of remediation to address a conditions shown within a Supplemental Assessment, either Party may terminate this

Agreement upon written notice to the other and the Parties shall have no further obligations to each other except for those items that may survive the termination hereof.

Section 3.4: RELEASE. AS A MATERIAL PART OF THE CONSIDERATION TO THE TOWN FOR THE CONVEYANCE OF THE PROPERTY, EXCEPT TO THE EXTENT OF ANY FRAUD OR MATERIAL MISREPRESENTATION OF ITS REPRESENTATIONS AND WARRANTIES MADE HEREIN, DEVELOPER, ON BEHALF OF ITSELF, AND ITS SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY WAIVES, AND RELEASES THE TOWN, ITS OFFICIALS, AGENTS, REPRESENTATIVES, ATTORNEYS AND EMPLOYEES (the "*TOWN PARTIES*") FROM ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, DAMAGES, CAUSES OF ACTION AND LIABILITY, WHETHER KNOWN OR UNKNOWN, THAT ARE BASED DIRECTLY OR INDIRECTLY ON, ARISE FROM OR IN CONNECTION WITH, OR ARE RELATED TO: (A) ANY PAST, PRESENT OR FUTURE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PROPERTY'S PROXIMITY TO ANY GEOLOGICAL HAZARD, OR THE PRESENCE OF HAZARDOUS SUBSTANCES AT THE PROPERTY, WHETHER IN COMMON LAW OR UNDER ANY EXISTING OR HEREINAFTER ENACTED FEDERAL, STATE OR LOCAL LAW, REGULATION, OR ORDINANCE, INCLUDING, WITHOUT LIMITATION, CERCLA AND RCRA, AS AMENDED. DEVELOPER HEREBY ACKNOWLEDGES AND AGREES THAT (i) DEVELOPER MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE NOW (OR AS OF THE CLOSING) KNOWN OR BELIEVED TO BE TRUE REGARDING THE PROPERTY, (ii) DEVELOPER'S AGREEMENT TO RELEASE, ACQUIT AND DISCHARGE THE TOWN AND EACH OF THE OTHER TOWN PARTIES AS SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT, NOTWITHSTANDING THE EXISTENCE OR DISCOVERY OF ANY SUCH DIFFERENT OR ADDITIONAL FACTS, AND (iii) DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS, BENEFITS AND PRIVILEGES TO THE FULLEST EXTENT PERMISSIBLE UNDER ANY FEDERAL, STATE, LOCAL, OR OTHER LAWS WHICH DO OR WOULD NEGATIVELY AFFECT VALIDITY OR ENFORCEABILITY OF ALL OR PART OF THE RELEASES SET FORTH IN THIS AGREEMENT. The provisions of this Section, including, without limitation the waiver and release contained herein, shall survive the Closing (and shall not be merged therein).

Section 3.5. Title Work & Survey. Within five (5) days of the Effective Date, Developer shall order at its own expense, a title commitment for an owner's policy of title insurance (the "*Commitment*") and the Survey. Prior to the expiration of the Due Diligence Period, Developer or Developer's attorneys shall deliver to the Town and/or the Town's attorneys, written notice of Developer's objections (the "*Title Objections*") to any survey matters, and to any liens, encumbrances or other title exceptions revealed by the Commitment which do not constitute Permitted Encumbrances. Developer shall provide a copy of the Commitment and the Survey, together with copies of the underlying exception documents to Town, for Town's information. If Developer or Developer's attorneys do not deliver any such objection notice within the Due Diligence Period, Developer shall be deemed to have waived its right to object to any liens, encumbrances or other title exceptions of record or appearing on the Commitment or any and all matters that would be disclosed by a survey of the Property (and the same shall not constitute Title Objections and shall be deemed Permitted Encumbrances); provided, however, Developer shall have the right to object by delivery of written notice to the Town and Town's attorneys, on or prior to the earlier of (i) five (5) days after receipt of notice of a new exception or encumbrance (which is not a Permitted Encumbrance, and which was not revealed by the initial Commitment), and (ii) five (5) days prior to the Closing Date, to any items that become of record after the date of the Commitment and which would not otherwise be

a Permitted Encumbrance (the "*New Exceptions*"). It is expressly understood that in no event shall the Town be required to bring any action or institute any proceeding, or to otherwise incur any costs or expenses in order to attempt to eliminate any Title Objections or to otherwise cause title in the Property to be in accordance with the terms of this Agreement on the Closing Date. With respect to any New Exceptions or any Title Objections, the Town may elect to remove or cure such New Exceptions or Title Objections and shall notify Developer in writing prior to the expiration of the Review Period thereof whether the Town elects to cure or remove the same (the "*Title Response Notice*"). In the event the Town notifies Developer that the Town is unable or unwilling to cure any such Title Objections or New Exceptions, or fails to provide a Title Response Notice (which such failure shall be deemed to be a Town refusal to cure), then Developer shall notify Town of its intention to either terminate this Agreement, in which event the termination provisions of Section 7.5 shall apply, or proceed to Closing and accept title to the Properties subject to such Title Objections or New Exceptions remaining uncured by the Town, without any liability to the Town or reduction in obligations of Developer by reason of such Title Objections. Developer shall have until the expiration of the Response Period to notify the Town of its intention to either terminate or close over such Title Objections or New Exceptions. If Developer fails to do so, then Developer shall be deemed to have elected to close the transactions contemplated hereunder, subject to such Title Objections and/or New Exceptions.

Section 3.6. Reports and Supplemental Assessments. The provisions of this paragraph shall survive the termination of this Agreement, and if not so terminated shall survive the closing contemplated hereunder and delivery of the transfer deed to Developer. Developer agrees to immediately deliver all materials produced or created as part of the Developer Inspections, including but not necessarily limited to the Survey, the Supplemental Assessments, and the Title Commitment, to the Town upon the termination of this Agreement or upon written request by the Town.

ARTICLE IV:
PHASE ONE DEVELOPER SERVICES

Section 4.1: Phase One Developer Services. During the Due Diligence Period, the Developer, directly or through Consultants, shall initiate, coordinate, carry out, and contract for all design, engineering and construction activities in connection with the development, construction and completion of the Project, subject to the authority of the Town to approve any and all matters related to architectural design, infrastructure material selection, site planning, interior design of the Units and material choices for the interior of the Units. The services and activities to be performed by Developer in its capacity as developer of the Project as set forth in this Article IV, subject to the terms of this Agreement, shall be collectively referred to as the "*Phase One Developer Services.*"

Section 4.2: Consultants. Prior to the expiration of the Due Diligence Period, Developer shall retain the services of Architect, Engineer, Land Planner, Contractor, and such other Consultants as are necessary for the design, engineering and planning of all construction of Infrastructure and the Units on the Property in accordance with the Project. Additional Consultants, including any replacements, shall be selected and engaged by Developer; provided that Town shall have given prior, written approval of the retention of all additional or replacement Consultants and the terms of their engagement (including the material provisions of their contracts). The Town's approval of any additional or replacement Consultants shall not be unreasonably withheld.

Section 4.3 Construction Contract. Developer shall negotiate a fixed price or guaranteed maximum price contract ("*Construction Contract*") between the Developer and the Contractor for the construction of the Project in accordance with the Project Budget and Project Schedule. Prior to

execution of any Construction Contract, the Developer shall submit a final draft to the Town for its review and approval. The Town shall approve or disapprove the proposed Construction Contract on or before the expiration of the Review Period. Such approval shall not be unreasonably withheld, conditioned or delayed. If the Town shall disapprove of the Construction Contract, then the Town shall do so by written notice to the Developer stating the reasons for such disapproval. The Construction Contract shall be consistent with the terms of this Agreement, shall be subject to reasonable audit and Cost certification, and shall provide for assignment to the Town in the event of default by the Developer under this Agreement. The Developer shall establish standards for the selection of some or all subcontractors by the Contractor to the Developer's reasonable satisfaction, and may reserve to itself the right to approve some or all subcontractors, provided that in any event such standards shall comply with applicable requirements of this Agreement; provided, however, the Developer shall provide the Town with a listing of all subcontractors performing any services or work on the Project.

Section 4.4: Project Plans and Specifications. Prior to the expiration of the Due Diligence Period, Developer shall deliver to Town a complete set of proposed annotated Plans and Specifications prepared by the Architect, General Contractor, Engineer or any Consultant or subcontractor, as applicable. Such Plans and Specifications shall be in form reasonably satisfactory to the Town. The Plans and Specifications created by Consultants, including but not limited to any drawings, schedules, specifications, and models, created by Architect as instruments of service, shall be considered the property of both Parties, with such ownership to be contractually agreed upon with the Consultants; provided, however, if a Consultant shall not agree with joint ownership, then Developer shall include a provision in any such contract with a Consultant to provides for the applicable Plans and Specifications to be assignable to the Town in accordance with Section 5.2 herein.

(a) *Town Review*. During the Review Period, the Town shall either approve the Plans and Specifications as submitted by Developer, or provide revisions to the Plans and Specifications due to (A) design omission or error; (B) field conditions; (C) aesthetic concerns; or (D) changes deemed in the best interests of the Project by the Town.

(b) *Developer Response*. During the Response Period, the Developer shall cause any corrections or modifications requested by the Town to be made in such Plans and Specifications.

Section 4.5: Project Budget. Prior to the expiration of the Due Diligence Period, Developer shall prepare and provide to the Town with a proposed development budget and operating pro forma that organizes the Project's (A) total development budget to include and identify all Costs, (B) projected operating revenues and expenses to evaluate cash flow alternatives, and (C) potential sources of funding, including debts, grants, and the Parties' respective equity (collectively, the "*Project Budget*"). The Project Budget shall address all of the major components of a residential development or other development in size, scale, and prospective use of the Project based on the Plans and Specifications. If the Parties are unable to agree on any of the terms of the Project Budget, then either Party may terminate this Agreement and the Parties shall have no further obligations to each other except as set forth in Section 5.4 and Section 7.5 of this Agreement.

(a) *Town Review*. During the Review Period, the Town shall either approve the Project Budget as submitted by Developer, or provide revisions to the Project Budget due to (A) design omission or error; (B) field conditions; (C) aesthetic concerns; or (D) changes deemed in the best interests of the Project by the Town.

(b) *Developer Response*. During the Response Period, the Developer shall cause any corrections or modifications requested by the Town to be made in such Project Budget.

(c) *Phase Two Contribution*. Prior to the expiration of the Response Period, the Town and the Developer shall use best efforts to finalize the amount of the Town's financial commitment to the Project for reimbursement of Costs incurred by the Developer related to the completion of the Site Preparation Services during the Site Preparation Period (the "*Phase Two Contribution*"), which shall be incorporated into the Project Budget. The Phase Two Contribution shall be payable by the Town to the Developer upon the satisfactory completion of the Site Preparation Services set forth in Section 6.1 of this Agreement and the satisfactory evidence of the Developer's payment of all Costs related thereto, as both shall be determined in the commercially reasonable discretion of the Town.

(d) *Common Area and Road Maintenance*. The Project Budget shall include a determination of an appropriate amount of funding to maintain all common areas, amenities, and road rights-of-way (collectively, the "*Common Areas*") to be constructed as part of the Project in good repair for the length of the Affordability Term under the Affordability Covenants (the "*Common Area Reserve Funding*"). Prior to the expiration of the Response Period, the Parties shall mutually agree upon the amount of the Common Area Reserve Funding and which Party shall be responsible for funding the same. In the alternative, the Parties may agree to publicly dedicate and convey all Common Areas to the Town.

Section 4.6: Project Financing. Developer shall be responsible for pursuing the award and commitment of all sources of construction, gap and permanent financing needed for the Project in accordance with the Project Budget. During the Due Diligence Period, the Developer will provide the Town with copies of all investor and Lender proposals received together with a summary analysis and assessment of the proposals. Final selection of financing for the Project shall be the function and responsibility of the Developer, provided that such selection does not materially increase the risk or responsibility of the Town from that contemplated pursuant to this Agreement. The Developer shall disclose, in writing, to the Town all direct and indirect relationships which the Developer or any of its Affiliates has with the potential investors or Lender(s). The Developer will not make an application for such financing that, in the reasonable determination of the Town, materially increases the responsibility or risk of the Town relative to that contemplated in the Project Budget or this Agreement without the Town's prior written approval.

(a) *Loan Commitment*. Prior to the expiration of the Due Diligence Period, Developer shall provide to the Town satisfactory evidence of sufficient funding or financing to complete the Project in accordance with the Plans and Specifications and within the Project Budget and Project Schedule, with such limited conditions on final financing or funding as are acceptable in the sole discretion of the Town (the "*Loan Commitment*"). If the Developer enters into, amends, waives or updates any Loan Commitment or associated documentation in a manner inconsistent with the terms of this Agreement or any exhibit to this Agreement without prior written approval of the Town, then the Town shall not be required to comply with such Loan Commitment or associated documentation and, in its sole discretion, terminate this Agreement in which event the termination provisions of Section 7.5 shall apply.

(b) *Final Financing*. Prior to the expiration of the Response Period, the Developer shall submit to the Town such evidence reasonably satisfactory to the Town that the Developer has obtained all financing and funding necessary for the development of this Project in accordance with the Agreement, the Project Budget, and the Project Schedule, and as set forth

in this Agreement. Such evidence of financing shall include, but not necessarily be limited to the following: (i) a copy of any and all executed Loan Commitment(s), (ii) a copy of the fully executed Construction Contract(s), (iii) a copy of fully executed loan documents (*e.g.,* notes, mortgages, loan agreements, guaranties, etc.), or, if such documents are unavailable until the Closing Date, copies of the same documents approved for future execution by all parties to the applicable loan, and (iv) documentation reasonably acceptable to the Town of such other sources of capital sufficient to demonstrate that the Developer has adequate equity funds committed to secure any loans and complete the Project in accordance with the Plans and Specifications, the Project Budget, and the Project Schedule. The Town shall approve or disapprove such evidence of financing on or before the Closing Date. Such approval shall not be unreasonably withheld, conditioned or delayed. If the Town shall disapprove any such evidence of financing, then the Town shall do so by written notice to the Developer stating the reasons for such disapproval.

Section 4.7: Permits and Approvals. Except as otherwise provided in this Agreement, Developer shall be required to submit, process and prepare all applications, plans, specifications, permits and approvals, and related information and documents as may be required by any and all Governmental Authorities having jurisdiction over the Project and the performance of Developer's obligations under this Agreement (together, the "*Permits and Approvals*"). In furtherance of this provision, prior to the expiration of the Due Diligence Period, Developer will deliver to the Town an inventory of the Permits and Approvals, a schedule of when the Permits and Approvals are anticipated to be obtained (to the extent not already issued), and copies of any existing Permits and Approvals (together, the "*Permit Schedule*"). Developer shall be responsible for overseeing the implementation and performance of its obligations hereunder in compliance with the Permits and Approvals. In the event of the termination of this Agreement prior to the Closing Date, Developer, to the extent required by applicable law or permissible under applicable law, shall be obligated to assign and transfer the Permits and Approvals to the Town, in whole or in part as applicable, to the extent the same relate to or affect the Town's ownership, use or occupancy of the Property.

Section 4.8: License to Developer and Consultants. Subject to the terms and conditions of this Agreement, the Town shall grant and does hereby grant to Developer and its Consultants a temporary, non-exclusive license, commencing on the Effective Date and terminating on the Closing Date, to enter onto the Property to perform the Developer Inspections and the Developer Services. Notwithstanding the foregoing, Developer shall permit the Town to have a representative present during all Developer Inspections conducted at the Property or at any time when Developer or Consultants are performing any services related to this Project.

ARTICLE V:
ASSIGNMENT & LAND TRANSFER

Section 5.1: Phase One Contribution. Prior to the expiration of the Response Period, Developer shall provide to the Town satisfactory evidence of the Developer's payment of all Costs related to the satisfactory completion of the Phase One Developer Services set forth in Article IV, as both shall be determined in the commercially reasonable discretion of the Town. Subject to the terms of this Agreement and conditioned upon the assignments set forth in Section 5.2 of this Agreement, on the Closing Date, the Town agrees to pay the Developer an amount not to exceed TWO HUNDRED THIRTY-SIX THOUSAND AND NO/100 ($236,000.00) DOLLARS (the "*Phase One Contribution*") for certain Costs incurred by Developer in performing the Phase One Developer Services.

Section 5.2 Assignment of Plans and Permits. As a material inducement for the Town to pay the Phase One Contribution, on the Closing Date, the Developer shall assign to the Town (or cause to be assigned by the Consultants, if necessary) all ownership and rights in and to the (a) Permits and Approvals, (b) the Plans and Specifications, and (c) all such other Project Documents that do not impose any requirement of performance or payment upon the Town; provided, however, to the extent necessary to complete the Project, the Town and Developer shall agree upon such limited licenses for use as needed (the "*Assignment of Plans and Permits*").

Section 5.3: Title Transfer. Subject to the terms and conditions set forth herein and in consideration of the other Party's obligations hereunder, on the Closing Date, the Town shall and intends to convey to Developer all of the Town's interest in the Properties subject to the Permitted Encumbrances; any specific, identified matters disclosed by the Survey; real property ad valorem taxes which are a lien but not yet due and payable (which will be the sole responsibility of Developer for the calendar year in which Closing occurs per S.C. Code Ann. § 12-37-220(A)(1) as to all of the Properties); any installment not yet due and payable of assessments affecting the Property or any portion thereof if applicable; and, the Affordability Covenants.

Section 5.4: Terms and Conditions of Conveyances. The Parties fully acknowledge and agree that the Town shall not be obligated to fulfill the responsibilities set forth in Section 5.1 and/or 5.3 hereof if the Developer fails, refuses, or is unable to perform any of its material obligations under this Agreement, including but not limited to the Phase One Developer Services. The Parties fully acknowledge and agree that the Town shall not be obligated to fulfill the responsibilities set forth in Section 5.3 hereof if (i) the Town and the Developer (or any Lender) are unable to agree on superiority of the Affordability Covenants over any security instrument, or (ii) the Agreement is terminated.

Section 5.5: Closing.

(a) *Closing Date.* If the Closing Date falls on a Saturday, Sunday, or other legal holiday, the Closing shall take place on the first following business day thereafter. The terms Closing and Closing Date may be used interchangeably in this Agreement.

(b) *Possession.* Subject to the easements and covenants contained herein, possession of the Property shall be transferred to the Developer at Closing.

(c) *Closing Documents.* At Closing, the Parties agree to execute and exchange such documents as the other Party may reasonably require to consummate the transaction contemplated by this Agreement; provided, however, that such documents are customary and/or in a form reasonably acceptable to the other Party and its counsel.

Section 5.6: Form of Deed. The conveyances contemplated under this Article V shall be completed via the execution and delivery of a limited warranty deed, in form and substance satisfactory to the Parties, conveying the title of the Town to the Property to the Developer, with limited covenants and warranties as to be determined by the Parties (the "*Deed*"). A Party shall be under no obligation to accept the Deed if such Party determines that the subject Property is subject to liens, encumbrances or other matters of title other the Permitted Encumbrances.

Section 5.7: AS-IS Transfer. The transfer of the Property is made and will be made without representation, covenant, or warranty (whether express, implied, or, to the extent permitted by applicable law) by the Town. As a part of the consideration for this Agreement, Developer agrees to accept the Property on an "AS-IS" and "WHERE-IS" "WITH ALL FAULTS, LIABILITIES, AND

DEFECTS, LATENT OR OTHERWISE, KNOWN OR UNKNOWN," in its present state and condition as of the Effective Date, with no rights of recourse against the Town (or any related or affiliated party) for same. Developer acknowledges that the AS-IS nature of the transaction and the other terms and conditions described in this Section have been taken into account in the establishment of the Parties' mutual obligations hereunder. Developer further acknowledges that neither the Town nor anyone acting or claiming to act for or on behalf of the Town has made any representations, warranties, promises or statements to Developer concerning the Property. Developer further acknowledges and agrees that all material matters relating to the Property will be independently verified by Developer to its full satisfaction within the time provided under this Agreement, and that, Developer will be acquiring the Property based solely upon and in reliance on its own inspections, analyses and conclusions. Without limiting the scope or generality of the foregoing, and subject to the same limitations stated above, (i) Developer expressly assumes the risk that the Property may not now or in the future comply with any applicable laws now or hereafter in effect; (ii) Developer acknowledges that neither Town nor anyone acting on Town's behalf has made, and Town is unwilling to make, any representation or warranty whatsoever with respect to the physical nature or construction of the Improvements (if any) or any other part of the Property and no warranty or representation whatsoever is made with respect to the materials or products used in connection with the Property or incorporated into any existing improvements; and (iii) Developer acknowledges that there may be deferred maintenance with respect to the Property which is not readily visible (all of the matters mentioned in this sentence being hereinafter referred to as "*Construction Matters*"). Developer expressly assumes the risk that adverse physical, environmental, financial and legal conditions or Construction Matters may not be revealed by Developer's inspection and evaluation of the Property or any other material matters. Except as specifically provided herein, Developer hereby fully and forever waives, and the Town hereby fully and forever disclaims, all warranties and representations not expressly set forth herein, of whatever type or kind with respect to the Property, whether express, implied or otherwise including, without limitation, those relating to Construction Matters or of fitness for a particular purpose, tenantability, habitability or use. The provisions of this Section 5.7 shall survive Closing. Developer hereby acknowledges and agrees that the provisions of this Section 5.7 are material and included as a material portion of the consideration given to the Town by Developer in exchange for the Town's performance under this Agreement and that the Town has given Developer material concessions regarding this transaction in exchange for Developer agreeing to the provisions of this Section 5.7.

Section 5.8: Promise Not to Further Encumber. From and after the Effective Date until the Closing Date, the Town shall not do any of the following without providing prior written notice to the Developer: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Property; (b) cause or permit any lien, encumbrance, mortgage, security deed, deed of trust, right, restriction or easement to be placed upon the Property; (c) permit any mortgage, security deed, deed of trust or other lien or encumbrance to be foreclosed upon due to such Party's actions or omissions, including failure to make any required payment(s); or (d) convey any interest in the Property, including but not limited to conveyances of title and transfers of development rights. Notwithstanding the foregoing, the Parties recognize and acknowledge the right of the Town to record the Affordability Covenants against the Property at any point after the Effective Date but prior to the Closing Date.

Section 5.9: Prorations and Fees. Each Party agrees to be responsible for its own attorneys' fees. All income and expenses with respect to the Property, and applicable to the period of time before and after Closing, determined in accordance with generally accepted accounting principles consistently applied, shall be allocated between the Parties. Notwithstanding the foregoing, as the Town is a municipal corporation exempt from ad valorem real property taxes pursuant to S.C. Code Ann. § 12-37-220(A)(1), the Parties hereby acknowledge and agree that all real property ad valorem

taxes applicable to the Property for the calendar year in which Closing occurs shall be the responsibility of Developer. Developer agrees to be responsible for any taxes assessed by Beaufort County which result from subsequent assessments for prior years due to a change in land usage or ownership of the Property ("*Roll Back Taxes*"). Developer shall be required to pay all sales, use and excise taxes, if any, taxes and like impositions arising from the ownership and operation of the Property through the Closing Date.

Section 5.10: No Brokers or Agents. Each Party hereto represents to the other that it has not discussed the transactions contemplated in this Agreement with any real estate broker, agent or salesman so as to create any legal right or entitlement to claim a real estate commission or similar fee with respect to the conveyance of the Property to/from the Town.

Section 5.11. Subdivision Approval. The Properties will be conveyed pursuant to a subdivision survey in recordable form as approved by the appropriate governing bodies and prepared by a licensed South Carolina surveyor with the Developer being responsible for the cost of such survey. The Developer shall be responsible for the preparation and finalization of the subdivision survey of the Property and for obtaining the necessary governmental approvals for the same. The Developer shall also be responsible for recording the approved boundary survey in accordance with South Carolina law. The Parties acknowledge and agree that this Agreement is contingent upon the Developer obtaining subdivision approval from all local governing bodies, with no additional development obligations or restrictions being imposed against the Property as a result of such subdivision approval, and a final plat of the Property being recorded with the Office of the Register of Deeds for Beaufort County, South Carolina.

ARTICLE VI:
POST-CLOSING RESPONSIBILITIES; CONSTRUCTION; MANAGEMENT

Section 6.1: Site Preparation. During the Site Preparation Period, Developer shall be responsible for preparing the Properties for construction, which shall include grading and relocation/abandonment of existing utilities (as necessary) and leaving the Property in a Clean and Buildable Condition, and the construction of all new or improved infrastructure improvements necessary for the construction and occupancy of the Project, expressly including but not limited to any road beds and road surfaces; underground utilities, sewers, drains, pipes and wires; all curbs, curb cuts, and sidewalks; and any other infrastructure improvements set forth in the Town-approved Plans and Specifications and Approvals and Permits, and such other services as may be mutually agreed by the Parties to be performed by the Developer Site Preparation Period (the "*Site Preparation Services*"). Subject to the provisions of this Agreement, Developer shall be solely responsible for the payment of all Costs related to the Site Preparation Services, including but not limited to the Costs for the construction and completion of the Infrastructure Improvements pursuant to the Construction Contracts, including any applicable Constructing Party Cost Overruns. The provisions of this Section 6.1 are intended to set forth the general obligations of the Parties during the Site Preparation Period and the Parties agree to use all commercially reasonable efforts to make effective and complete the activities set forth herein. The Developer agrees to cooperate to ensure that the provisions of Section 6.1 are promptly and fully carried out and shall execute and deliver any and all such agreements, documents, or instruments, as may be commercially reasonable or desirable to effectuate the terms hereof.

Section 6.2: Construction of the Project. During the Construction Period, Developer shall be responsible for Final Completion of the development, construction, and installation of the Units

and all other New Improvements, in each case strictly in accordance with the Plans and Specifications, subject to such modifications and change orders that will require the prior written approval of the Town (as set forth herein), and such other services as may be mutually agreed by the Parties to be performed by the Developer Construction Period (the "*Construction Services*"). Subject to the provisions of this Agreement, Developer shall be solely responsible for the payment of all Costs related to the Construction Services, including but not limited to the Costs for the construction and completion of the New Improvements pursuant to the Construction Contract, including any applicable Constructing Party Cost Overruns. The provisions of this Section 6.2 are intended to set forth the general obligations of the Parties during the Construction Period and the Parties agree to use all commercially reasonable efforts to make effective and complete the activities set forth herein. The Developer agrees to cooperate to ensure that the provisions of Section 6.2 are promptly and fully carried out and shall execute and deliver any and all such agreements, documents, or instruments, as may be commercially reasonable or desirable to effectuate the terms hereof.

Section 6.3: Post-Construction Management and Marketing of Units. The Developer or Affiliates shall be responsible for maintenance of the Property and management of the community, including the enforcement of use restrictions and any applicable covenants, including the Affordability Covenants (the "*Management Services*"). The provisions of this Section 6.3 are intended to set forth the general obligations of the Parties after the issuance of the final Certificate of Occupancy for the last Unit constructed on the Property and the Parties agree to use all commercially reasonable efforts to make effective and complete the activities set forth herein. Upon the last sale of a Unit by the Developer per the terms of this Agreement, the Developer shall transfer all common areas and amenities, as well as assign any and all declarant rights to a to-be-incorporated nonprofit homeowners association whose membership shall consist of the Owners of the Units. Notwithstanding the foregoing, in the alternative the Developer may convey or dedicate any portion or all of the common areas or amenities to the Town, subject to the Town's approval, which may be withheld in its sole and absolute discretion The Developer agrees to cooperate to ensure that the provisions of Section 6.3 are promptly and fully carried out and shall execute and deliver any and all such agreements, documents, or instruments, and effect all necessary registrations, filings and submissions with any governmental or regulatory authority as may be commercially reasonable or desirable to effectuate the terms hereof.

Section 6.4. Prohibition Against Transfers. During the term of this Agreement and after the Closing Date, Developer shall not, except as permitted by this Agreement, make any total or partial sale, transfer, conveyance or deed of the whole or any part of the Property or the Improvements thereon, without prior written approval of the Town.

Section 6.5. No Additional Encumbrances. After the Closing Date, Developer shall not encumber the Property for any other purpose than securing loans of funds to be used for financing the Property, and other expenditures necessary and appropriate to develop and/or operate the Property under this Agreement, consistent with the amounts to be financed by Developer per the Project Schedule ("*Permitted Financing Purposes*"). During the term of this Agreement, (i) Developer shall not encumber the Property for any purpose other than Permitted Financing Purposes, (ii) Developer shall notify the Town in advance of any proposed financing, and (iii) Developer shall not enter into any agreements for financing requiring a conveyance of security interests in the Property without the prior written approval of the Town. Further, Developer shall promptly notify the Town of any security interest created or attached to the Property whether by voluntary act of Developer or otherwise. For the purposes of this Section 6.5, "security interest" shall include all appropriate modes of financing real estate acquisition, construction and land development.

Section 6.6: Survivability. The provisions of this Article VI, including, without limitation the restrictions against additional encumbrances and transfers, shall survive the Closing (and shall not be merged therein).

ARTICLE VII:
DEFAULT; TERMINATION

Section 7.1. Default by Town. The following shall constitute a default by the Town under this Agreement: (i) a breach of any material provision of this Agreement by the Town whether by action or inaction and such breach continues and is not remedied within sixty (60) days after Developer has given written notice specifying the breach; provided, however, that if such breach cannot be with due diligence cured within a period of sixty (60) days, the Town shall be allowed such longer period of time as is reasonably necessary to cure such breach.

Section 7.2. Remedy for Town Default. To the extent permitted by law, if the Town shall default in any of its obligations to be performed on or before any applicable Deadline (as extended by any Uncontrollable Event), Developer shall have the right to (a) terminate this Agreement as its sole remedy by reason thereof (in lieu of prosecuting an action for damages or proceeding with any other legal course of conduct, the right to bring such actions or proceedings being expressly and voluntarily waived by Developer), or (b) seek specific performance of the Town's obligations hereunder (it being expressly acknowledged that the remedy of specific performance is an appropriate remedy in the event of a default by the Town under this Agreement), provided that any action for specific performance shall be commenced within six (6) months of the occurrence of such default. In the event the Developer decides to terminate this Agreement, the Developer shall provide written notice of such termination to the Town.

Section 7.3. Event of Default. As used in this Agreement, an Event of Default shall mean one or more of the following events:

(a) *Deadlines*. Failure of the Developer to complete any Work or Developer Service by the applicable Deadline (as extended by any Uncontrollable Event) set forth in this Agreement, if such failure shall have a reasonably adverse impact upon the timely completion of the Project and if such failure is attributable primarily to acts or failure to act on the part of the Developer or an Affiliate.

(b) *Developer Insolvency*. Developer, an Affiliate of Developer, or any of its members becoming insolvent, making an arrangement with or for the benefit of its creditors, acquiescing in the appointment of a receiver, trustee or liquidator, instituting or becoming the subject of any proceeding commenced under any law for the relief of debtors, or otherwise objectively demonstrating financial incapacity to carry out its obligations hereunder.

(c) *Developer Debarment*. Debarment, suspension, or other exclusion of the Developer, or any Affiliate thereof, from participation in any Federal or State program which shall exclude the Developer from qualifying for award of Federal or State assistance (including allocation of low-income housing tax credits).

(d) *Unauthorized Assignment*. Developer assigns, directly or indirectly, whether voluntarily, involuntarily or by operation of law, any of its rights or obligations under this Agreement without the prior consent of the Town.

(e) *Failure to Manage Project*. Failure of Developer to enforce any material terms, provisions, conditions, covenants or agreements in the Construction Contracts or project financing documents to be observed and/or performed on the part of the Contractor, the Consultants, or other contractors. Failure of Developer to take appropriate efforts or use due diligence to ensure that all parties performing any Work on the Property possess the requisite licenses necessary for the Work contracted to them.

(f) *Financial Default*. Failure of Developer to make payment to any third party when such sums are due and/or to permit a mechanic's lien or materialman's lien be placed against the Property or the failure of Developer to pay, when due, any tax, assessment, lien or other charge having priority over this Agreement.

(g) *Criminal Activities and Fraud*. Fraud, theft, criminal misappropriation of funds, or embezzlement by Developer or its employees or agents; provided however, that with respect to fraud, material theft or embezzlement by an employee or agent that is not a principal of Developer (or one of its members) of which Developer was unaware, such fraud, material theft or embezzlement is not cured within thirty (30) days after discovery by Developer.

(h) *Gross Negligence*. Gross negligence or willful misconduct perpetrated by Developer against the Town in connection with construction and development of the Project; provided however, that with respect to gross negligence or willful misconduct by an employee or agent that is not a principal of Developer (or one of its members) of which Developer was unaware, the same is not cured within thirty (30) days after discovery by Developer.

(i) *Material Breach*. Developer's act, event or omission constituting a failure to comply with its obligations under this Agreement, which failure continues for a period of thirty (30) days after written notice by the Town to Developer of such failure (or such longer period if compliance is not reasonably possible within thirty (30) days, so long as Developer is diligently pursuing a cure of such failure; provided however, that such period shall in no event exceed ninety (90) days), including but not limited to a material default by Developer on any Project financing documents and the failure to cure such material default within the financing documents' applicable time period giving rise to a foreclosure or other remedies established by the financing documents.

(j) *Breach of Representations*. Material breach of any representation, warranties, covenants, or certifications made in this Agreement.

Section 7.4. Remedies of the Town Due to Event of Default. Upon the occurrence and during the continuance of any Event of Default, and at any time thereafter, the Town, at its option (after the lapse and expiration of any applicable notice and cure periods) may (i) terminate this Agreement in accordance with Section 7.5 hereof; and/or (ii) exercise any such remedies available to the Town at law, in equity, or by statute.

(a) *Notice of Event of Default*. If an Event of Default occurs under Section 7.3(g) through Section 7.3(i) (beyond such applicable notice and cure periods, if any), in addition to the other rights of the Town, the Town may deliver written notice of such Event of Default to Developer (the "*Default Notice*"), which shall contain (i) information regarding the act, failure to act, condition, or event that constitutes the Event of Default, (ii) the actions required to be taken by the Developer to cure the Event of Default, and (iii) the time within which Developer shall respond with a showing that all required actions have been taken and the Event of Default

cured. Unless otherwise instructed by the Default Notice, during any such cure period, the Developer shall proceed diligently with performance of any Work required by this Agreement which is not the subject of the claimed Event of Default.

(b) *Remedies Cumulative*. The Town's rights and remedies set forth in this Article VII are cumulative and in addition to its other rights and remedies in this Agreement and available at law or in equity, including but not limited to the right to seek specific performance of any of the Developer's obligations hereunder. The Town's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. The Town's delay or failure to exercise or enforce any of its rights or remedies shall not constitute a waiver of any such rights or remedies. The Town will not be deemed to have waived any cause or right or remedy hereunder unless such waiver expressly is set forth in an instrument signed by the Town. If the Town waives in writing any cause, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement except as to the specific circumstances described in such written waiver.

Section 7.5. Termination of Agreement. In addition to any and all such other rights provided in Section 7.4 hereof, upon the occurrence of an Event of Default (after the lapse and expiration of any applicable notice and cure periods), the Town shall have the right to terminate this Agreement.

(a) *Notice of Termination*. In the event the Town decides to terminate this Agreement, the Town shall provide written notice of such termination to the Developer (the "*Notice of Termination*") specifying the effective date of the termination and the extent to which performance of Work under this Agreement is terminated. Developer, upon receipt of the Notice of Termination, shall immediately discontinue any Developer Services being provided, except to the extent specified in the Notice of Termination from the Town.

(b) *Delivery of Documents and Records*. Within five (5) days of the receipt of the Notice of Termination, Developer shall promptly deliver to the Town all Project Documents, Project Contracts, memoranda, accounting and other books and records, warranties, Plans and Specifications, Supplemental Assessments, reports, and any other documents regardless of physical form relating to the Project then in Developer's possession. In addition, Developer shall promptly account for any monies under this Agreement. Developer shall also furnish such information, take all such other action (at no cost, expense or liability to the Town) and shall cooperate with the Town, as the Town shall reasonably require in order to effectuate an orderly and systematic termination of Developer's duties and activities hereunder.

(c) *Return of the Property*. If the Town terminates this Agreement due to an Event of Default, Developer shall immediately convey all of the Developer's interest in the Property (if any) to the Town via deed in recordable form with such conveyance to occur no later than forty-eight (48) hours of the date that the Notice of Termination is provided to the Developer in accordance with Section 7.5(a).

(d) *Assignment of Permits and Plans*. In the event of a termination of this Agreement due to an Event of Default, Developer, if it has not already done so in accordance with Section 5.2, must assign all of its ownership and rights in and to the Plans and Specifications to the Town, with the *Assignment of Permits and Plans* to be executed and delivered to the Town by the Developer within forty-eight (48) hours of the date that the Notice of Termination is provided to the Developer in accordance with Section 7.5(a). The Town may, in its discretion,

use any or all of the Plans and Specifications prepared hereunder for the purpose of completing the Project, with our without the involvement of the Developer. Developer acknowledges that the Plans and Specifications prepared under this Agreement are specific to the Property for this particular Project and are not appropriate for use on any other Project, or on any extension of this Project without the express written consent of the Town. Developer shall indemnify and hold harmless the Town from all claims, damages, losses and expenses including reasonable attorney's fees arising out of or resulting from, or alleged to arise out of or result from, any use of the Plans and Specifications. Notwithstanding the above, Consultants shall retain all rights to its design elements, design intent, design details, material selections, or combinations thereof, and shall be entitled to use same on other projects.

Section 7.6. Liability of Parties. Except for any obligation expressly assumed or agreed to be assumed by a Party under this Agreement, neither Party agrees to assume any obligation of another Party or any liability for claims arising out of any event, action, circumstance or occurrence during the term hereof.

Section 7.7. Dispute Resolution. In the event of a dispute between the Town and Developer regarding any matters arising under this Agreement, the Town and Developer each covenant and agree to engage in good faith negotiations with the other in an attempt to promptly resolve such dispute. Except as otherwise specifically provided in this Agreement or as otherwise mutually agreed in writing by Developer and the Town, any dispute between the Parties arising from or in connection with this Agreement shall be resolved by judicial proceedings.

Section 7.8. Notice to Lender. If applicable, whenever the Town shall deliver any notice or demand to Developer with respect to any Event of Default, whether a Default Notice or Notice of Termination, the Town shall also cause a copy of the same notice to be delivered to Lender at the address for the Lender listed in the recorded mortgage.

ARTICLE VIII:
REPRESENTATIONS AND WARRANTIES

Section 8.1: Representations and Warranties of Developer. Developer hereby makes the following representations and warranties to the Town, each of which is true and correct as of the Agreement Date:

(a) *Organization; Good Standing*. Developer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina, is qualified to do business in the State of South Carolina, and has the requisite power and authority to enter into this Agreement, and generally to consummate the transactions contemplated by the terms of this Agreement.

(b) *Authorization; Enforceability*. Developer has taken all requisite action to enter into and deliver this Agreement and all requisite action to execute and deliver each and every document required to be executed and delivered by Developer under this Agreement. All terms of this Agreement are binding on Developer and are enforceable in accordance with their terms (except as such terms may be limited by (a) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar law affecting creditors' rights generally; (b) general principles of equity, whether considered in a proceeding in equity or at law; or (c) other provisions of this Agreement; and do not and will not result in a breach of the terms and conditions of, or constitute a default under or violate the organizational documents

of Developer, or any other document, instrument, agreement, stipulation, judgment or order to which Developer is a party or by which Developer is bound.

(c) *No Bankruptcy*. Neither Developer nor any of its members have filed any proceedings under the United States Bankruptcy Code or any other similar federal or state law or statute regarding relief from creditor's claims, and Developer has not received any actual notice of any such proceedings having been instituted or threatened by any party against it.

(d) *No Litigation*. There are no legal actions pending (or to the best of Developer's actual knowledge, threatened) against Developer nor any of its members, officers or directors, nor any Affiliates of Developer, which would materially impair Developer's ability to perform its obligations in accordance with this Agreement.

(e) *No Suspensions/Debarment*. Neither Developer nor any of its members, officers or directors, nor, to the actual knowledge of Developer, any Affiliates of Developer have ever been debarred or suspended by any department or agency of the federal government or of any state government from doing business with such department or agency.

(f) *No Convictions*. Neither Developer nor any of its members, officers or directors has ever been convicted of commission of a felony or is presently the subject of a complaint or indictment charging commission of a felony.

(g) *Delivery of Developer's Organizational Documents; No Agreements Related to Horizontal Project with Affiliates*. Developer has delivered a copy of Developer's limited liability company agreement, articles of organization, and any other agreements between the members of Developer or any Affiliates of any member (including without limitation, the Contractor) directly or indirectly related to the Project to the Town for the Town Manager's review. During the Term, Developer, represents, warrants and covenants that it shall not enter into any agreements, contracts, or binding documents with any member (or Affiliate of any member) of Developer that directly or indirectly relate to the Project, except on terms and conditions of engagement that are reasonable, competitive and customary in the applicable marketplace; and provided further, a copy has been sent to the Town for the Town's approval (or such portion of the agreement, contract or document as it relates to the Project), which approval shall not be unreasonably withheld, conditioned or delayed.

Section 8.2: Representations and Warranties of the Town. The Town hereby makes the following representations and warranties to Developer, each of which is true and correct as of the Agreement Date:

(a) *Organization*. The Town is a duly created municipal corporation of the State of South Carolina and is a validly existing political subdivision of the State of South Carolina, and has the requisite power and authority to enter into this Agreement, and generally to consummate the transactions contemplated by the terms of this Agreement.

(b) *Authorization; Enforceability*. The Town has taken all requisite action to fully authorize the Town to execute and deliver each and every document required to be executed and delivered by the Town under this Agreement. Except as otherwise provided within this Agreement, all terms of this Agreement are binding on the Town and are enforceable in accordance with their terms (except as such terms may be limited by (1) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar law

affecting creditors' rights generally or (2) general principles of equity, whether considered in a proceeding in equity or at law) and do not and will not result in a breach of the terms and conditions of any document, instrument, agreement, stipulation, judgment or order to which the Town is a party or by which the Town is bound.

ARTICLE IX:
AMENDMENTS; ASSIGNMENT

Section 9.1. Amendments. Except as expressly provided herein to the contrary, all proposed amendments of and to this Agreement, including but not necessarily limited to the right to change, modify, alter, remove, renew or add new any words, provisions, sections or articles, in whole or in part, must be approved by the unanimous written agreement of the Parties. All Parties must execute an addendum to this Agreement, which shall set forth the amendment and the effective date of the amendment. Notwithstanding the above provision to the contrary, however, to the extent this Agreement expressly gives a Party the express right to approve, modify, waive, limit, condition or rescind the effect or application of any definition, restriction or other provision of this Agreement, then such approval, modification, condition, waiver, limitation or rescission may be given or withheld solely by the applicable party in accordance with the express provisions of this Agreement (and, if given by such Party, shall be given effect in accordance with the provisions of this Agreement as if the provisions approved, modified, conditioned, waived, limited or rescinded were originally part of this Agreement).

Section 9.2: Assignment. Without the prior written consent of the Town, in its sole discretion, Developer may not assign or attempt to assign all or any part of this Agreement, or any interest herein, except for a Permitted Transfer. Notwithstanding the foregoing, it is the express intent of the Parties that Developer may engage Consultants, engineers and other professionals during the course of the performance of Developers Services and that the delegation of certain Developers Services to such Persons retained directly by Developer to assist in the performance of Developer's obligations hereunder are not considered assignments under this Section for which the Town's consent is required (unless this Agreement expressly states otherwise). In the event of a Permitted Transfer, Developer shall provide prompt written notice to the Town of the completion of any Permitted Transfer.

ARTICLE X:
INSURANCE REQUIREMENTS

Section 10.1: Insurance. Throughout the term of this Agreement, Developer shall provide and maintain, or cause the Contractor and any subcontractors to provide and maintain, at no cost to the Town, the following insurance:

(a) *Builder's Risk.* Once vertical construction commences, a "special perils" or equivalent policy form of builder's risk insurance in the amount of one hundred percent (100%) of the completed value of each structure, plus the value of subsequent Construction Contract modifications, if any, and cost of materials supplied or installed by others, comprising the total value of the structure, which shall be converted to permanent property hazard insurance upon issuance of a certificate of occupancy for each such building, and, for both forms of coverage, Developer's, Lender's and the Town's interests shall be protected under a loss payable clause. The builder's risk insurance policy must provide (A) a permission to occupy endorsement (B)

include coverage for the perils of fire, lightning, wind, collapse, flood and/or surface water, earthquake/volcanic action, theft, vandalism, malicious mischief, and terrorism, (C) include coverage for soft costs and (D) include coverage for materials temporarily stored off site and/or in transit (unless such risk of loss is transferred to others by written contract). The Town shall be included as a named insured if permitted by law.

(b) *General Commercial Liability*. Once horizontal construction commences, a policy of commercial general liability insurance during the lifetime of the Agreement having minimum limits of not less than $1,000,000.00 per claim, $2,000,000.00 per occurrence for Bodily Injury, and Property Damage Liability. The Town shall be named as additional insured on Developer's, General Contractor's and all subcontractor's policies. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse, and underground property damage (XCU) must also be included.

(c) *Worker's Compensation*. Once horizontal construction commences, Worker's Compensation Insurance and Employer's Liability Insurance having limits not less than those required by the South Carolina Code of Laws, covering all Persons employed by the Developer and the Contractor in the conduct of their operations at the Project.

(d) *Umbrella Policy*. Once horizontal construction commences, an umbrella policy of commercial general liability insurance having a limit of not less than $1,000,000.00 per occurrence and $1,000,000 general aggregate.

(e) *Professional Liability*. Developer shall maintain (or cause Consultants to maintain) Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000.00 per occurrence.

Such insurance policies shall be issued by insurance companies with a rating of not less than A-Class VIII in the latest edition of Best's Insurance Guide.

Section 10.2: Town as Additional Insured. Except as to Worker's Compensation and Employer's Liability, the Town shall be listed as an additional insured party on all insurance policies, and Developer shall deliver to the Town certified copies of such insurance policies, together with certificates evidencing the coverage of the Town under the liability policy, promptly upon issuance or renewal thereof, with such certificates to clearly provide the following endorsement: "The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insureds." Coverage for the Town as an Additional Insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible maintained, by or provided to the Additional Insured. All policies shall be endorsed to waive subrogation rights against the Town. Developer shall not take or fail to take any action that would cause the cancellation of, diminish coverage under or result in an increased premium for any of the insurance described in this Section. The Certificate of Insurance shall unequivocally provide thirty (30) days' written notice to the Town prior to any adverse change, cancellation, or non-renewal of

coverage thereunder.

ARTICLE XI:
MISCELLANEOUS

Section 11.1. Normal Review Procedure. The parties agree that the development will be subject to all normal development review application and processes that are required by the Town. Subject to the terms and conditions of this Agreement, by making this Agreement, the Town is specifically not obligating itself or any other agency in the Town, with respect to any discretionary action related to the development or operation of the improvements to be constructed on the property, including, but not limited to, variances, rezoning, and environmental requirements, or any other governmental agency approvals which are or may be required.

Section 11.2. Local Vendor Preference. The Parties will endeavor in good faith to utilize local vendors, to the extent possible and practical, for the construction of infrastructure, horizontal, and vertical improvements.

Section 11.3. Americans With Disabilities Act. Any party undertaking construction of the Improvements pursuant to the terms of this Agreement or providing any Developer Service shall comply with applicable laws, including, but not limited to, the Americans With Disabilities Act.

Section 11.4. Eminent Domain Rights. Nothing in this Agreement shall interfere with or cause the Town to lose any eminent domain rights it has on the subject property.

Section 11.5. Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be part of this Agreement or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

Section 11.6. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of South Carolina.

Section 11.7. Notices. Any notice required to be sent to any Owner under the provisions of this Agreement shall be deemed to have been properly sent, and notice thereby given, when deposited in the United States mail or overnight delivery service (such as FedEx, UPS or DHL) in a sealed envelope with proper postage affixed and addressed to such Owner's address as reflected in the deed into said Owner (or as shown below). Notwithstanding the foregoing, any Owner may designate another form of acceptable notice, including but not limited to standard electronic transmittals, e.g., e-mail, or facsimile; however, such designation shall not affect the validity of any notice sent in accordance with the terms of this Agreement.

In the case of notice to the Town, the Notice shall be addressed as follows:

TOWN OF BLUFFTON
PO Box 386
20 Bridge Street
Bluffton, SC 29910

With copy to:

Terry A. Finger, Esq.
FINGER, MELNICK, BROOKS & LABRUCE, P.A.
P. O. Box 24005

Hilton Head Island, SC 29925-4005

In the case of notice or communication to Developer, it is addressed as follows:

WORKFORCE STATE OF MIND, LLC
Attn: Mr. Bill Herbkersman, Manager
1 Promenade Street
Bluffton, South Carolina 29910

With copy to:

Wm. Weston J. Newton, Esq.
JONES, SIMPSON & NEWTON, P.A.
7 Plantation Park Drive, Suite 3
Bluffton, South Carolina 29910

Section 11.8. No Implied Liabilities or Duties. THIS AGREEMENT SHALL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY OWNER, PERMITTEE OR INVITEE.

Section 11.9. No Third Party Beneficiaries. The Parties intend that the rights, obligations, and covenants in this Agreement shall be exclusively enforced by the Town and Developer and their respective successors and assigns. There are no third party beneficiaries to this Agreement.

Section 11.10. Time of the Essence. TIME IS OF THE ESSENCE AS TO ALL MATTERS UNDER THIS AGREEMENT.

Section 11.11. Binding on Successors. This Agreement shall be binding not only upon the Parties hereto but also upon their personal representatives, assigns, and other successors in interest.

Section 11.12. Additional Documents. Developer and Town agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement. The Parties acknowledge that ancillary contracts, agreements, and consents between the parties, will be necessary to fulfill the intent this Agreement and further define the obligations of the Parties. Such agreements include, but are not limited to, construction management agreements and access and construction easements and licenses. The Parties shall work in good faith to execute any such ancillary agreements. Whenever in this Agreement a Party or Parties are required to execute documents, the Parties shall execute such documents without unreasonable delay so long as the document is in material compliance with this Agreement.

Section 11.13. Entire Agreement; Modification. This Agreement constitutes the entire agreement between Developer and Town pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the Parties. This Agreement, including the exhibits hereto, may only be amended by a written document signed by each Party hereto. This Agreement, including the exhibits hereto, is the entire agreement between the parties relating to the subject matter. All prior or contemporaneous representations and negotiations are merged herein.

Section 11.14. Appropriations. The Parties agree that any financial obligations imposed upon the Town under this Agreement shall be binding only to the extent of appropriations by the Town Council of the Town of Bluffton, South Carolina.

Section 11.15. DISCLAIMER DUE TO TRANSFER OF REAL PROPERTY INTEREST BY MUNICIPALITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PURSUANT TO SECTION 5-7-260 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, AND SECTIONS 2-13 AND 2-19 OF THE CODE OF ORDINANCES FOR THE TOWN OF BLUFFTON, SOUTH CAROLINA, DEVELOPER ACKNOWLEDGES AND AGREES THAT THE TOWN, AS A SOUTH CAROLINA MUNICIPAL CORPORATION, MAY ONLY TRANSFER A REAL PROPERTY INTEREST BY THE ADOPTION OF AN ORDINANCE OF THE BLUFFTON TOWN COUNCIL.

Section 11.16. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

Section 11.17. No Merger. **THE OBLIGATIONS CONTAINED IN THIS AGREEMENT, EXCEPT FOR THOSE SPECIFICALLY DISCHARGED AT CLOSING, SHALL SURVIVE THE CLOSING**.

Section 11.18. License Requirement. Developer shall verify and ensure that at all times during the term of this Agreement that Developer, Consultants, Contractor, and any subcontractors shall be in possession of a license to do business in the Town of Bluffton, South Carolina, as required by Chapter 6, Article II of the Code of Ordinances for the Town of Bluffton, South Carolina.

Section 11.19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which counterparts together shall constitute but one and the same instrument.

Section 11.20. No Waiver. Neither the failure of either Party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Any party may waive the benefit of any provisions, contingency or condition for its benefit contained in this Agreement, but such waiver shall not be of any force or effect unless in writing and no such waiver shall be construed to be a continuing waiver.

Section 11.21. Effective Date. The effective date of this Agreement shall be the latter date of the execution dates below.

Section 11.22. Dates/Days. In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday. The term "business days" as may be used herein shall mean all days which are not a Saturday, Sunday or legal holiday.

Section 11.23. Exhibits Attached. All Exhibits to this Agreement shall be an integral part of this instrument and are incorporated herein as if fully set forth herein verbatim:

SCHEDULE OF EXHIBITS TO AGREEMENT	
IDENTIFICATION	**DESCRIPTION**
EXHIBIT A	Property Description
EXHIBIT B	Project Description
EXHIBIT C	Definitions

EXHIBIT D	Form of Affordability Covenants
EXHIBIT E	Schedule of Performance

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

Executed and entered into on this 4th day of August, 2022.

DEVELOPER
WORKFORCE STATE OF MIND, LLC, a South Carolina limited liability company

By:_____
William G. Herbkersman, Member

TOWN
THE TOWN OF BLUFFTON, a South Carolina municipal corporation

By:_____
Stephen Steese, Town Manager

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land situate, lying and being in Bluffton Township, County of Beaufort, State of South Carolina, containing 1.78 acres, more or less, and identified as **Tract 4** on a plat entitled, "*Survey for: Lewis Brown,*" prepared by Harold R. Johnson, RLS #2077, Johnson Land Surveying Co., dated December 9, 1995, last revised November 22, 1996, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 73 at Page 26. For a more detailed description as to location, metes, bounds, distances, direction, etc., reference may be had to said plat of record.

This being the same property conveyed to the Town of Bluffton by deed of KGB 1934 LTD Co., dated July 13, 2018, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on July 25, 2018, in Record Book 3686 at Page 2292.

Tax Map No. R610-039-000-0498-0000

EXHIBIT B
THE PROJECT DESCRIPTION
(1095 MAY RIVER ROAD)

Summary: The Project shall consist of no less than twelve (12) single family residential dwelling units (collectively, the "*Units*") and associated infrastructure and common areas, with such Units to be made available for purchase and to be occupied on a mixed-income basis as more fully set forth herein and in the incorporated *Term Sheet* submitted by the Developer in response to the Town's RFP, which is fully incorporated herein by reference. All construction will be designed in a manner which is historically and architecturally sensitive to the Town and consistent generally understood urban design criteria, which may include designs suitable for high-density and mixed-income development. The Project's design shall incorporate green space and common area.

Ownership: All Units to be constructed on the Property will be sold to Qualifying Individuals and shall be restricted by the Affordability Covenants.

Design: The Units shall consist of single-family detached dwelling units, duplexes, and/or attached townhomes and shall be constructed in accordance with the Plans and Specifications as approved by the Town. No less than six (6) of the Units shall be two-bedroom dwellings and no less than six (6) of the Units shall be three-bedroom dwellings.

Income Mix: The Project is anticipated to be a mixed-income development that will combine no less than four (4) Moderately Low Income Units, four (4) Low Income Units, and four (4) Median Income Units, as such terms are defined by the United States Department of Housing and Urban Development annual report of area median income for Beaufort County.

Affordability: The Affordability Covenants shall attach to the Property and shall commence on the Effective Date and terminate thirty (30) years after the date of issuance of the Certificate of Occupancy for the last Units constructed on the Property as part of the Project.

EXHIBIT C
DEFINITIONS

The capitalized terms used in the Agreement shall, unless the context clearly requires otherwise or such terms are defined elsewhere within the Agreement, have the meanings set forth below.

Affiliates means (i) any entity which has the power to direct the management and operation of another entity, or any entity whose management and operation is controlled by such general partner; or (ii) any entity in which an entity described above has a controlling interest; or (iii) any entity a majority of whose voting equity is owned by such entity; or (iv) any entity in which or with which such general partner, its successors or permitted assigns, is merged or consolidated, in accordance with applicable statutory provisions for merger or consolidation, so long as the liabilities of the entities participating in such merger or consolidation are assumed by the entity surviving such merger or created by such consolidation. It shall be a presumption that control with respect to a corporation or limited liability company is the right to exercise or control, directly or indirectly, more than 50% of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, control is the possession, indirectly or directly, of the power to direct or cause the direction of the management or policies of the controlled entity.

Affordability Covenants shall mean those certain covenants recorded against the Property in form substantially similar to those attached to the Agreement as **EXHIBIT D**.

Affordable Housing shall mean with respect to dwelling units for sale, the mortgage amortization, taxes, insurance and condominium or association fees, if any, or, with respect to dwelling units for rent, the rent and utilities that constitute no more than thirty percent of the annual household income for low or moderate income households, adjusted by household size, for the metropolitan statistical area in which the rental dwelling unit is located, as published from time to time by the United States Department of Housing and Urban Development (HUD)

Affordable Rent shall mean monthly Rent, inclusive of a reasonable Utility Allowance as provided in HUD guidelines that does not exceed the following respective amounts, as adjusted for family size appropriate for the Unit:

(a) For any Units designated as Low Income, the lesser of one-twelfth of thirty (30%) percent of sixty (60%) percent of the Area Median Income, or Fair Market Rent;

(b) For any Units designated as Moderately Low Income, the lesser of one-twelfth of thirty (30%) percent of eighty (80%) percent of the Area Median Income, or Fair Market Rent;

(c) For any Units designated as Median Income, the lesser of one-twelfth of thirty (30%) percent of one hundred (100%) percent of the Area Median Income, or Fair Market Rent.

Affordable Price(s) shall mean a contract sales price, with normal prorations and allocations of closing costs in Southern Beaufort County, not to exceed the amount necessary to ensure that a Qualified Household that purchases a family-sized appropriate Affordable Unit shall pay no more than thirty-three (33%) percent of its monthly income toward (i) monthly mortgage payments based on a thirty (30) year fixed-rate mortgage amortized at prevailing rates as of the anticipated date of sale and assuming a three (3) percent down payment, and (ii) all applicable property taxes, homeowners

association assessments or dues, homeowners insurance, applicable governmental fees, standard utilities and other utilities.

Affordable Unit shall mean one of the Units on the Property offered by the Developer to be rented or sold to Qualified Households at Affordable Rents or Affordable Prices.

Agreement means the *Master Agreement for the Development of Affordable Housing* between the Developer and the Town for the Property (including all attached exhibits, which by this reference, are made a part of this Agreement), as amended from time to time.

Applicable Law shall mean all applicable laws, ordinances, statutes, codes, orders, decrees, rules, regulations, official policies, standards and specifications (including any ordinance, resolution, rule, regulation, standard, official policy, condition, or other measure) of the United States, the State of South Carolina, the County of Beaufort, Town of Bluffton, or any other political subdivision in which the Project is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over Town, Developer, or the Project.

Architect shall mean Pearce Scott Architects, Inc., a South Carolina corporation, and any successor reasonably approved in writing by the Town.

Area Median Income or *AMI* shall mean and have reference to the median family income, based upon applicable family size of a Qualified Household for Beaufort County as most recently published by the United States Department of Housing and Urban Development ("*HUD*"). If HUD shall no longer compile and publish such statistical information, the most similar information compiled and published by HUD, or any other branch or department of the federal government or the state of South Carolina, or the County of Beaufort, shall be used for the purpose of determining Area Median Income.

Change Order or *Change Orders* mean any modification, addition or other change either to any Contract Document to the extent permitted under the Agreement or under any Loan Documents or to the scope or specifications of the Project to the extent permitted under the Agreement, subject however to the Town's absolute approval.

Clean and Buildable Condition shall mean that (i) the demolition of all designated structures and infrastructure on the Property shall have been completed in accordance with all applicable laws, including Environmental Laws, including, but not limited to, those governing the removal of asbestos-containing materials and/or lead based paint; (ii) the removal and disposal of all debris from the demolition and all other surface and subsurface physical obstructions shall have been completed in accordance with all applicable laws, including Environmental Laws; (iii) all areas unsuitable to construction of the Improvements (such as but not limited to old foundations, retaining walls, areas of un-compacted fill, or on-site underground utilities which may be encountered), shall have been removed or closed, and all such areas shall have been compacted with suitable fill material, (iv) all areas shall have been graded to permit the construction of building pads for the Units, and (v) all Hazardous Materials have been removed from the environment at the property or otherwise addressed to comply with Protective Concentration Levels (PCLs) or remedy standards applicable to the intended use of the Property.

Closing shall mean the time that each of the deliveries to be made by the Parties (as provided in Article 5 of the Agreement) are made and each of the Closing conditions of the Parties have been satisfied or waived.

Closing Date shall mean the date on which the Closing occurs, as provided in the Agreement.

Construction Contract shall mean any and all construction contracts related to the Project entered into between Developer and a contractor for the delivery, installation, construction, testing, with professional and technical personnel, labor, supervision, administration, materials,

transportation, supplies, tools, equipment, and such other work and materials necessary to be performed or supplied to meet the requirements of the Construction Contract, including any work which is not expressly described in the Construction Contract but which is nevertheless necessary for the proper execution of the work, and any change orders, as more fully set forth in Section 3.2(c) of the Agreement.

Constructing Party Cost Overruns shall mean the total Costs necessary to complete the construction and development of the Project minus the Budgeted Costs.

Consultant shall mean any third party professional or firm, as well as its agents, employees, affiliates, subsidiaries, subcontractors, and/or assignees, appointed or retained by the Developer to assist with the Developer's Services and/or the completion of the Project.

Contract Documents shall mean the Construction Contract, the Plans and Specifications, any bid forms, any Consultant contracts, the Permits and Approvals, the Project Budget, the Project Schedule, any and all addenda, modifications, and Change Orders thereof, and any such other matters and agreements relating to the construction of the Project as reasonably requested by the Town.

Contractor shall mean Lyle Construction, LLC, acting as general contractor for the Project, and any successor reasonably approved in writing by the Town.

Costs shall mean all hard and soft costs incurred in connection with the design (including all engineering expenses), construction and installation of the Project, including, but not limited to, costs of labor, materials and suppliers, engineering, design and consultant fees and costs, blue printing services, construction staking, demolition, soil amendments or compaction, any processing, plan check or permit fees for the Project, engineering services required to obtain a permit for and complete the Project, costs of compliance with all applicable laws, costs of insurance required by this Agreement, costs of any financial assurances, any corrections, changes or additions to work required by the Governmental Authorities or necessitated by site conditions, state and county taxes imposed in connection with construction of the Project, any impact fees, any warranty work, and any other costs incurred in connection with the performance of the obligations of the Parties (as applicable) hereunder to complete the Project.

Design Development Submissions shall mean such data and illustrations for the interior design as may be appropriate for the Project, including any household appliances, to indicate finished appearance and functional operation, and proposed selections of colors, materials, and finishes.

Developer means Workforce State of Mind, LLC, a South Carolina limited liability company, and/or its successors and assigns.

Effective Date shall mean the latter date of the execution dates of the Agreement.

Engineer shall mean Carolina Engineering Consultants, Inc., a South Carolina corporation, and any successor reasonably approved in writing by the Town.

Environment means surface or subsurface soil or strata, surface waters and sediments, navigable waters, wetlands, groundwater, sediments, drinking water supply, ambient air, species, plants, wildlife, animals and natural resources. The term also includes indoor air, surfaces and building materials, to the extent regulated under Environmental Laws.

Environmental Condition means the presence of Hazardous Materials in the environment at, on, in, under or about the Property.

Environmental Law means any present or future federal, state or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing Hazardous Materials, the environment, health or safety, including, but not limited to: the Comprehensive Environmental

Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("*CERCLA*"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("*RCRA*"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. ("*TSCA*"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called "Superfund" or "Superlien" law, and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. ("*OSHA*").

Fair Market Rent applicable to each Affordable Unit shall mean and have reference to the schedule of Fair Market Rents for Beaufort County as published annually by HUD.

Final Completion shall mean the point in time when all of the following shall have occurred: (i) issuance of a permanent certificate of occupancy by the Town for all of the Improvements to be constructed as part of the Project; (ii) recordation of a Notice of Completion by Developer or its contractor for all of the Improvements; (iii) certification by the project architect that construction of all of the Improvements (with the exception of minor "punch list" items) has been completed in a good and workmanlike manner and substantially in accordance with the Plans and Specification; and, (iv) any mechanic's liens that have been recorded or stop notices that have been delivered for any of the Improvements have been paid, settled or otherwise extinguished, discharged, released, waived, bonded or insured against.

Final Completion Date shall mean that date upon which Final Completion of the Project has occurred.

Geotechnical Report shall mean that certain Geotechnical Engineering Report for Proposed Townhome Development dated June 12, 2018, prepared for the Town of Bluffton by Whitaker Laboratory, Inc.

Governmental Authorities shall mean any nation, government, state, political subdivision or any entity, authority, agency or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of any government or any political subdivision thereof, court, tribunal, arbitrator, the governing body of any securities exchange, and self-regulatory organization, in each case having competent jurisdiction (with each a "*Governmental Authority*").

Grading Plan shall mean a plan outlining the excavation or fill proposed for the Project or development, including a description of the conditions resulting from such excavation or fill, as well as showing the proposed grades for the Project in a manner that reflects the scope of earthwork required and the finished site grades.

Hazardous Materials means any solid, liquid, or gaseous material, chemical, waste or substance that is regulated by a federal, state or local governmental authority and includes those substances listed or defined as "hazardous substance" under CERCLA and "hazardous waste" under RCRA or otherwise classified as hazardous, dangerous or toxic under an Environmental Law and shall specifically include petroleum, oil and petroleum hydrocarbons, radon, radioactive materials, asbestos, lead-based paint, urea formaldehyde foam insulation and polychlorinated biphenyls.

Household Income shall mean and have reference to all sources of financial support, both cash and in kind, of all adult members of a household, including, without limitation, wages, salaries, tips and commissions, all forms of self-employment income, interest, dividends, net rental income, income from estates or trusts, social security benefits, railroad retirement benefits, supplemental security income, aid to families with dependent children or other public assistance welfare programs, other sources of income regularly received including veterans' (VA) payments, unemployment compensation, child support and alimony, awards, prizes, lottery income, government or institutional or eleemosynary loans, grants or subsidies, and contributions made by family or others for medical, financial, personal or educational needs.

Including shall mean "including, but not limited to" and "include" or "includes" means "include, without limitation" or "includes, without limitation."

Infrastructure Improvements shall mean, collectively, all and each street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally, as shown on the Plans and Specifications.

Land Planner shall mean Witmer-Jones-Keefer, Ltd., a South Carolina corporation, and any successor reasonably approved in writing by the Town.

Landscape Plan shall mean a fully dimensional plan drawn at the same scale as the Site Plan that provides a visual representation of all natural elements of the Project, including trees, shrubs, flowers, grass, and any man-made elements, as well as irrigation and lighting.

Lender shall mean Palmetto State Bank financing the construction and development of the Project in accordance with such financing terms as agreed to between Developer and Lender, and any successor reasonably approved in writing by the Town.

Master Plan shall mean the duly adopted master plan or development plan for the Property showing the individualized Project components, the Units and the Infrastructure Improvements.

Month shall mean calendar month.

New Improvements means the Units and other improvements (including building fixtures) to be constructed by Developer on the Property, including ancillary buildings and site improvements, and any interior finishings and appliances. New Improvements expressly does not include Infrastructure Improvements.

Or shall the inclusive meaning represented by the phrase "and/or" unless the context clearly indicates otherwise.

Owner shall mean and have reference to, at any particular point in time, the owner in fee simple of an Affordable Unit, and the owner's heirs, successors and assigns. Once constructed, the Owner shall initially be the Developer, and shall subsequently be the Qualified Household who purchases the Affordable Unit from the Developer. Owner shall include any party that acquires fee simple ownership of the Affordable Unit by virtue of foreclosure of mortgage or deed of trust conveying the Affordable Unit as security for an obligation or any transfer in lieu of such foreclosure.

Permitted Transfer shall mean any of the following: (i) a conveyance of a security interest in the Property in connection with any financing from the Lender and any transfer of title by foreclosure, deed or other conveyance in lieu of foreclosure in connection therewith; (ii) a conveyance of the Property to any Affiliate or a sale back from such Affiliate to Developer; (iii) leases for occupancy of Affordable Units that are made available at an Affordable Rent and occupied by Qualified Households; (iv) the sale of an Affordable Unit to a Qualified Household at an Affordable Price; (v) the granting of easements, licenses, permits or other similar rights to facilitate the development of the Property in accordance with this Agreement, including but not limited to the transfer of any improved common areas to a third party nonprofit homeowners' association the membership of which consists of the owners of the Units on the Property.

Person or *Persons* means any corporation, partnership, limited liability company, joint venture, individual, trust, real estate investment trust, statutory trust, banking association, federal or state savings and loan institution and any other legal entity, whether or not a party to the Agreement.

Phase I Environmental Site Assessment shall mean that certain Environmental Site Assessment, Phase I, dated June 11, 2018, prepared by Whitaker Laboratory, Inc., for the Property.

Plans and Specifications shall mean the plans (including mechanical, electrical and structural plans), drawings, specifications and scope of Work, prepared by the Architect, the Land Planner, and/or the Engineer, sufficient in all respects for obtaining the final Permits and Approvals for the complete construction of the Project and in compliance with Applicable Laws, and all amendments and modifications thereof made from time to time (including by Change Orders) pursuant to this Agreement and as reasonably approved by the Town to the extent required by this Agreement. The phrase Plans and Specifications shall include Design Development Submissions, the Site Plan, Schematic Designs, Landscape Plan, Grading Plan, and the Master Plan.

Qualified Household(s) shall mean a person or group of persons (i) whose income does not exceed One Hundred Percent (100%) of the AMI as calculated and adjusted for household size as of the anticipated date of purchase of the Unit, (ii) whose household size is appropriate for the Unit, and (iii) whose eligibility hereunder is certified by the Town or its designee as having the requisite income levels. When any Affordable Unit has been designated for Qualified Households that qualify as "Low Income" or "Moderately Low Income," then the foregoing definition shall be revised so that income does not exceed the appropriate percent of the AMI.

Schematic Designs shall mean such schematic design plans indicating partition locations and preliminary floorplans and appliance layouts within the Units and proposals to establish the interior design concept of the Units indicating the types and quality of finishes, materials, and appliances, as applicable.

Uncontrollable Event shall mean acts of God, labor disputes, casualty (whether or not insured), materials shortages, strikes, civil commotion, war, war-like operations, terrorist activities, sabotage, governmental or judicial regulations, delays caused by utility companies, and inability to obtain (after using reasonable efforts) any approvals of any Governmental Authority or utility company or other authority for the issuance of required Permits or licenses, provided that neither unavailability of financing or funds nor the COVID-19 pandemic (except due to mandatory governmentally ordered closures) shall be an Uncontrollable Event constituting an excuse for delay in the performance of obligations under this Agreement or otherwise.

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

UPON RECORDING, PLEASE RETURN TO:
FINGER, MELNICK, BROOKS & LABRUCE, P.A.
Attn: E. Richardson LaBruce
Post Office Box 24005
Hilton Head Island, South Carolina 29925

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AGREEMENT TO PROVIDE AFFORDABLE HOUSING AND DECLARATION OF RESTRICTIVE COVENANTS
(Single Family Ownership)

This AGREEMENT TO PROVIDE AFFORDABLE HOUSING AND DECLARATION OF RESTRICTIVE COVENANTS ("*Agreement*") is entered into and effective as of the ____ of August, 2022 (the "*Effective Date*") by and between WORKFORCE STATE OF MIND, LLC, a South Carolina limited liability company, together with its successors and assigns, including its successors in title from time to time as to all or any portion of the Property subject to this Agreement (the "*Owner*"), and THE TOWN OF BLUFFTON, a South Carolina municipal corporation (the "*Town*").

RECITALS

WHEREAS, the Owner owns fee simple title to the real property, together with improvements thereon, consisting of approximately 1.78 acres and located within the Town, and identified more fully on **EXHIBIT "A"** attached hereto and made an integral part hereof (the "*Property*"); and

WHEREAS, the Owner has represented to the Town its intentions to construct a mixed-income development consisting of not less than 12 residential dwelling units on the Property (the "*Project*"); and

WHEREAS, in consideration of the Town's payment of certain fees, the Town's financial contribution to the design and construction of the Project, and those other terms and provisions of that certain *Master Agreement for the Development of Affordable Housing (1095 May*

River Road; Bluffton, South Carolina), dated August ___, 2022, which is fully incorporated herein by reference, and as further set forth herein, the Owner has agreed to designate all units developed on the Property as Affordable Units (as defined herein) available to Qualified Households (as defined herein) for an Affordable Price (as defined herein); and,

WHEREAS, the purpose of this Agreement is to memorialize the Affordable Housing requirements that Owner and Town have agreed to.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the County hereby agree, and the Owner hereby declares that, during the Term hereof (as defined herein), the Property shall be held, transferred, conveyed, leased, occupied and otherwise disposed of and used subject to the following terms of this Agreement, which shall constitute covenants running with the land and be binding on all successors and assigns:

Section 1: Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are incorporated herein by reference as if set forth in their entirety herein.

Section 2: Purpose. The purpose of this Agreement is to ensure that all Units on the Property, whether constructed by Owner, a successor developer, a third party, or others, meet the occupancy objectives and proper income criteria of this Agreement for the life of the Agreement. The Property shall be conveyed subject to the conditions, covenants, restrictions and limitations set forth below (collectively, the "*Covenants*"). The Covenants shall be considered as covenants running with the land, and shall be binding on the Developer, its heirs, successors and assigns, together with all successors in title to the Property (the Owner, its heirs, successors and assigns, together with all successors in title to the Property or the Units, being collectively referred to herein as the "*Owner*"). Each Owner covenants and agrees, in the event the Property is sold, conveyed or otherwise disposed of, the Property and the Units shall be sold subject to these Covenants and that the recording information for this Agreement shall be inserted in the deed of conveyance or other instrument disposing of the Property.

Section 3: Definitions. The capitalized terms used in this Agreement shall, unless the context clearly requires otherwise or such terms are defined elsewhere herein, shall have the meanings set forth below:

Actual Household Size means the actual number of persons in the applicable household at the time of application.

Affordable Price(s) shall mean a contract sales price, with normal prorations and allocations of closing costs in Southern Beaufort County, not to exceed the amount necessary to ensure that a Qualified Household that purchases a family-sized appropriate Affordable Unit shall pay no more than thirty-three (33%) percent of its monthly income toward (i) monthly mortgage payments based on a thirty (30) year

fixed-rate mortgage amortized at prevailing rates as of the anticipated date of sale and assuming a three (3) percent down payment, and (ii) all applicable property taxes, homeowners association assessments or dues, homeowners insurance, applicable governmental fees, standard utilities and other utilities.

Affordable Unit shall mean one of the Units on the Property offered by the Developer and/or Owner to be sold to Qualified Households at or below an Affordable Price and/or Resale Price.

Area Median Income or *AMI* shall mean and have reference to the median family income, based upon applicable family size of a Qualified Household for Beaufort County as most recently published by the United States Department of Housing and Urban Development ("*HUD*"). If HUD shall no longer compile and publish such statistical information, the most similar information compiled and published by HUD, or any other branch or department of the federal government or the state of South Carolina, or the County of Beaufort, shall be used for the purpose of determining Area Median Income.

AMI Increase shall mean the Area Median Income for a family of four persons at the anticipated date of transfer of the Affordable Unit divided by the AMI for a family of four persons as of the date that the first Qualified Household acquired by the Affordable Unit.

CPI Increase shall mean the most recent published Consumer Price Index ("*CPI*") preceding as of the anticipated date of transfer of the Affordable Unit divided by the CPI as of the date that the first Qualified Household acquired by the Affordable Unit.

Household Income shall mean and have reference to all sources of financial support, both cash and in kind, of all adult members of a household, including, without limitation, wages, salaries, tips and commissions, all forms of self-employment income, interest, dividends, net rental income, income from estates or trusts, social security benefits, railroad retirement benefits, supplemental security income, aid to families with dependent children or other public assistance welfare programs, other sources of income regularly received including veterans' (VA) payments, unemployment compensation, child support and alimony, awards, prizes, lottery income, government or institutional or eleemosynary loans, grants or subsidies, and contributions made by family or others for medical, financial, personal or educational needs.

Qualified Household(s) shall mean a person or group of persons (i) whose income does not exceed One Hundred Percent (100%) of the AMI as calculated and adjusted for household size as of the anticipated date of purchase of the Unit, (ii) whose household size is appropriate for the Unit, and (iii) whose eligibility hereunder is certified by the Town or its designee as having the requisite income levels. When any Affordable Unit has been designated for Qualified Households that qualify as "Low

Income" or "Moderately Low Income," then the foregoing definition shall be revised so that income does not exceed the appropriate percent of the AMI.

Resale Price shall mean and have reference to (i) an amount determined as the product of the gross purchase price paid by the first Qualified Household to acquire the Affordable Unit, multiplied by the greater of the AMI Increase or the CPI Increase, or (ii) such higher amount as may be determined in accordance with Section 8(f) herein.

Term shall mean that period of time beginning on the Effective Date hereof and terminating thirty (30) years after the date of issuance of the Certificate of Occupancy for the last units constructed on the Property as part of the Project.

Unit shall mean a residential dwelling unit that is developed on the Property as part of the Project.

Section 4: Rules of Construction. Unless otherwise stated or the context otherwise requires, when used in this Agreement:

(a) *Headings.* Titles and headings are for convenience only and will not be deemed part of such document for purposes of interpretation.

(b) *References.* References in a document to "Sections," "Schedules," "Exhibits," and "Appendices" refer, respectively, to Sections of, and Schedules, Exhibits and Appendices to, this Agreement. Each reference to a particular contract, agreement or other document is a reference to such contract, agreement or other document as it may be amended, modified, extended, restated or supplemented from time to time.

(c) *Interpretation.* The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed more strictly against the drafter thereof.

(d) *Plurals.* In the case of defined terms, the singular includes the plural and vice versa.

(e) *Gender.* References to any gender include all others if applicable in the context.

(f) *Successors and Assigns.* Any reference to a Person includes such Person's successors and permitted assigns.

(g) *Parts of Speech.* Any definition in one part of speech of a word, such as definition of the noun form of that word, shall have a comparable meaning when used in a different part of speech, such as the verb form of that word.

(h) *Legal References.* References to any law, rule or regulation include any amendment or modification (in either case, prior to the date hereof) to such law, rule or regulation, and all regulations and rules promulgated thereunder and decisions of any governmental authority issued in interpretation thereof.

(i) *Interpretation*. The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed more strictly against the drafter thereof.

Section 5: Property Description. The real property subject to this Agreement is described in EXHIBIT "A" to this Agreement, as amended from time to time, and the appurtenant easements, covenants, conditions and restrictions contained within this Agreement shall run with the Property for the term hereof, and are intended to be commercial in nature, and are expressly assignable to successors-in-title or interest to the Affordable Units and the Property. Any person accepting any conveyance of title or interest to any portion of the Property shall be deemed to have accepted such title or interest subject to the terms and provisions of this Agreement. Each contract, deed, or other instrument affecting or conveying a portion of the Property or that portion of the Project or any part related to that residential building, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, or other instrument. All provisions of this Agreement, including without limitations the use restrictions contained herein, shall apply to any and all occupants of an Affordable Unit, even if such occupants are not specifically mentioned or included on a deed thereof.

Section 6: Affordability Restriction. During the Term hereof, Owner, and its respective successors and assignees, agrees to construct, or cause to be constructed, the Project and agrees that it shall use the Property for the development and operation of not less than 12 Affordable Units that are made available at an Affordable Price (or the Resale Price) for purchase by and occupied by Qualified Households, along with associated community space and related parking, in accordance with Town-approved development plans. The Project is anticipated to be a mixed-income development that will combine no less than four (4) Moderately Low Income Units, four (4) Low Income Units, and four (4) Median Income Units, as such terms are defined by the United States Department of Housing and Urban Development annual report of AMI; notwithstanding the foregoing, the Town may permit a Low Income Unit and/or Moderately Low Income Unit to be utilized Median Income Unit upon resale.

Section 7: Single-Family Use and Leases. The Owner covenants and agrees that each Unit shall be used and occupied solely as an owner-occupied, single-family residential dwelling. No Affordable Units shall be subleased or assigned at any time, nor shall any Affordable Unit be rented in whole or part via short term rental platforms. If an Owner ceases to occupy a Unit, the Owner agrees to give prompt written notice to the Town that the Unit is no longer Owner-occupied and the Owner agrees to sell the Property to a Qualified Household for the Resale Price.

Section 8: Resale Only to Qualified Households. During the term hereof, neither the Property nor any Unit shall be sold, transferred, or conveyed to any Person other than as set forth within this Section.

(a) *Qualified Households*. Except as provided in subsection (b) and (c) of this Section, Units shall be conveyed only to Qualified Households who are certified by the Town or by an agency approved in writing by the Town to verify income eligibility.

(b) *Inheritance*. A transfer that occurs by virtue of the death of the Owner and following a testate or intestate administration of the estate of the Owner shall be deemed a transfer to a Qualified Household.

(c) *Foreclosure*. A transfer that occurs by virtue of foreclosure of a mortgage encumbering the Unit or a transfer that occurs by reason of a deed in lieu of foreclosure shall be deemed to be a transfer to a Qualified Household provided that the transferee is an institutional mortgagee that acquires the Unit in foreclosure or by a deed in lieu of foreclosure.

(d) *Certification*. An Owner shall submit, or cause to be submitted, to the Town for certification as a Qualified Purchaser, any proposed purchaser of the Unit. An Owner shall transfer the Property only to a purchaser who has been certified by the Town as a Qualified Household. The Town shall not decline, refuse or fail to certify as a Qualified Household any potential purchaser of the Unit except on the sole ground that the Town is unable to verify that the income of such proposed purchaser is within the income limits required of a Qualified Household for the Unit.

(e) *Resale Price*. No Owner shall transfer the Property or any Unit for an amount in excess of the Resale Price.

(f) *Adjustments to Resale Price*. The Resale Price may be adjusted upward by the Town to a higher amount if the Town determines in its sole discretion that the nature and circumstances of the Owner, and the nature and condition of the Unit, warrant such a higher amount and that such higher amount will not preclude the ability to certify a potential purchaser as a Qualified Household. The determination of any such upward adjustment in the Resale Price shall be in the sole discretion of the Town which may elect to refuse to increase the Resale Price for any reason. Such an increase to the Resale Price shall apply only for a period of 12 months from the date of the Town's written acknowledgement of the Adjustment and shall not apply to subsequent transfers.

Section 9: Notice of Affordability Restrictions. The date that the affordability restrictions contained herein will terminate shall be clearly stated in all deeds to Qualified Households. For the term of this Agreement, all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property shall include the following (failure to comply with this paragraph does not impair the validity or enforceability of the terms of this Agreement):

NOTICE: This Property is conveyed subject to Agreement to Provide Affordable Housing and Declaration of Restrictive Covenants recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Record Book _____ at Page _____.

Section 10: Maintenance and Management of Project. The Town places prime importance on quality maintenance to ensure that all developments within the Town, which include affordable housing units, are not allowed to deteriorate due to below-average maintenance. Owner, its successors and assigns, shall maintain the Property and the Units in an attractive and orderly condition, including performance of repairs and periodic replacement of fixtures equivalent to at least the original quality and type. The Owner agrees to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition, subject to state and local drought restrictions) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. The Property and the Units shall be kept free from trash, salvage, junk cars, rubbish, garbage, and other unsightly or offensive material. The buildings now or hereafter located on the said premises shall be maintained in an attractive and sound condition and repairs as necessary to prevent damage to the building(s) or any part thereof shall be made promptly. The Owner shall maintain flood insurance and "All Risk" insurance on the Property for the lesser of the replacement value and its insurable value. In the event that the Owner shall breach the obligations contained in this Section, the Town shall have the right (but not the obligation) to enter the property to make repairs, to remove material and to otherwise correct the Owner's breaches. The Owner shall promptly reimburse the Town upon written demand for the costs incurred by the Town to correct the Owner's breaches under this Section and the Town shall have a continuing lien against the Unit or the Property (as applicable) in the amount of such costs until paid in full. Owner, its successors and assigns, shall be responsible for all management functions with respect to the Property and the Project. The Town shall have the right to inspect the Property and the Units from time to time to insure compliance with these Covenants.

Section 11: Recording of Agreement. This Agreement shall be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina. Owner hereby represents, warrants and covenants that absent the written consent of Town, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in a portion of the Property or the Project. If, at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against a portion of the Project in a position superior to this Agreement, upon the request of Town, Developer hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Agreement; notwithstanding the foregoing, the Town

agrees that it will not withhold reasonable requests for subordination of this Agreement to valid first mortgages as necessary to construct the Project.

Section 12: Non-Discrimination; Fair Housing Laws. Owner shall comply with state and federal fair housing laws in the rental, marketing and/or sale of the Affordable Units in the Project. No service or amenity provided to market rate units in each building (if applicable) shall be denied to, or be charged at higher rates to, occupants of Affordable Units. Owner shall not restrict the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any Affordable Unit, based on race, color, religion, creed, sex, disability, ancestry, or national origin of any person. Owner covenants that during the term hereof that neither Owner nor any person acting under or on behalf of Owner shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Qualified Households.

Section 13: Representations and Warranties. Owner hereby makes the following representations and warranties to the Town, each of which is true and correct as of the Effective Date:

(a) *Organization; Good Standing*. Owner is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina, is qualified to do business in the State of South Carolina, and has the requisite power and authority to enter into this Agreement, and generally to consummate the transactions contemplated by the terms of this Agreement.

(b) *Authorization; Enforceability*. Owner has taken all requisite action to enter into and deliver this Agreement and all requisite action to execute and deliver each and every document required to be executed and delivered by Owner under this Agreement. All terms of this Agreement are binding on Owner and are enforceable in accordance with their terms (except as such terms may be limited by (a) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar law affecting creditors' rights generally; (b) general principles of equity, whether considered in a proceeding in equity or at law; or (c) other provisions of this Agreement; and do not and will not result in a breach of the terms and conditions of, or constitute a default under or violate the organizational documents of Owner, or any other document, instrument, agreement, stipulation, judgment or order to which Owner is a party or by which Owner is bound.

(c) *No Bankruptcy*. Neither Owner nor any of its members have filed any proceedings under the United States Bankruptcy Code or any other similar federal or state law or statute regarding relief from creditor's claims, and Owner has not received any actual notice of any such proceedings having been instituted or threatened by any party against it.

(d) *No Litigation*. There are no legal actions pending (or to the best of Owner's actual knowledge, threatened) against Owner nor any of its members, officers

or directors, nor any Affiliates of Owner, which would materially impair Owner's ability to perform its obligations in accordance with this Agreement.

(e) *No Suspensions/Debarment*. Neither Owner nor any of its members, officers or directors, nor, to the actual knowledge of Owner, any Affiliates of Owner have ever been debarred or suspended by any department or agency of the federal government or of any state government from doing business with such department or agency.

(f) *No Convictions*. Neither Owner nor any of its members, officers or directors has ever been convicted of commission of a felony or is presently the subject of a complaint or indictment charging commission of a felony.

(g) *Ownership*. The Owner represents and warrants to the Town that, as of the Effective Date of this Agreement, it owns fee simple title in and to the Property.

Section 14: Remedies. The Owner acknowledges and otherwise grants to the Town the right to enforce this Agreement in a judicial action against any person or other entity violating or attempting to violate this Agreement. Should the Town prevail in any such enforcement action, it shall be entitled to costs of enforcement, including reasonable attorney's fees. The Town's rights and remedies set forth in this Section are cumulative and in addition to its other rights and remedies in this Agreement and available at law or in equity, including but not limited to the right to seek specific performance of any of the Owner's obligations hereunder. The Town's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. The Town's delay or failure to exercise or enforce any of its rights or remedies shall not constitute a waiver of any such rights or remedies. The Town will not be deemed to have waived any cause or right or remedy hereunder unless such waiver expressly is set forth in an instrument signed by the Town. If the Town waives in writing any cause, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement except as to the specific circumstances described in such written waiver.

Section 15: Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which counterparts together shall constitute but one and the same instrument.

Section 16: No Waiver. Neither the failure of either Party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Any party may waive the benefit of any provisions, contingency or condition for its benefit contained in this Agreement, but such waiver shall not be of any force or effect unless in writing and no such waiver shall be construed to be a continuing waiver.

Section 18: Americans With Disabilities Act. Any party undertaking construction of the Improvements pursuant to the terms of this Agreement or providing any Developer

Service shall comply with applicable laws, including, but not limited to, the Americans With Disabilities Act.

Section 19: Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be part of this Agreement or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

Section 20: Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of South Carolina.

Section 21: No Implied Liabilities or Duties. THIS AGREEMENT SHALL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY OWNER, PERMITTEE OR INVITEE. The Parties intend that the rights, obligations, and covenants in this Agreement shall be exclusively enforced by the Town and Owner and their respective successors and assigns. There are no third party beneficiaries to this Agreement.

Section 22: Binding on Successors. This Agreement shall be binding not only upon the Parties hereto but also upon their personal representatives, assigns, and other successors in interest.

Section 23: Entire Agreement; Modification. This Agreement constitutes the entire agreement between Owner and Town pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the Parties. This Agreement, including the exhibits hereto, may only be amended by a written document signed by each Party hereto. This Agreement, including the exhibits hereto, is the entire agreement between the parties relating to the subject matter. All prior or contemporaneous representations and negotiations are merged herein.

Section 24: Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

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

EXHIBIT E

SCHEDULE OF PERFORMANCE

ITEM	CALCULATION	DATE[1][2]
Effective Date[3]	Date of execution of Agreement	August 5, 2022
Order Title Commitment	Within 5 days of the Effective Date	August 12, 2022
Due Diligence Period /Phase 1	Expires 120 days from the Effective Date	April 1, 2023
Review Period	Expires 60 days after expiration of Due Diligence Period	May 31, 2023
Response Period	Expires 30 days after expiration of the Review Period	July 30, 2023
Closing Date	30 days after expiration of the Response Period	August 29, 2023
Site Preparation Period	Expires 150 days after the Closing Date	February 25, 2024
Construction Period	Expires 360 days after expiration of Site Preparation Period	February 22, 2025

[1] *Agreement, §§ 2.2 & 2.3.* The dates set forth herein are subject to one or more thirty (30) day extensions as set forth in the Agreement.
[2] *Agreement, § 11.22.* In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday. The term "business days" as may be used herein shall mean all days which are not a Saturday, Sunday or legal holiday.
[3] *Agreement, § 11.21.*

FIRST ADDENDUM TO THE MASTER AGREEMENT FOR THE DEVELOPMENT OF AFFORDABLE HOUSING
(1095 MAY RIVER ROAD; BLUFFTON, SOUTH CAROLINA)

THIS FIRST ADDENDUM TO THE MASTER AGREEMENT FOR THE DEVELOPMENT OF AFFORDABLE HOUSING ("*Addendum*") is entered into as of this 8th day of August, 2023, by and between WORKFORCE STATE OF MIND, LLC, a South Carolina limited liability company (the "*Developer*") and THE TOWN OF BLUFFTON, a South Carolina municipal corporation (the "*Town*"). The Developer and the Town may from time to time be referred to individually as a "*Party*" and collectively as the "*Parties.*"

WITNESSETH

WHEREAS, on August 5, 2022, the Parties entered into that certain "*Master Agreement for the Development of Affordable Housing*" (the "*Agreement*") regarding the development and use of certain real property owned by the Town and located at 1095 May River Road in Bluffton, South Carolina, with such real property more particularly described in the Agreement; and,

WHEREAS, Section 4.5(d) of the Agreement states that the Developer shall include within the Project Budget an appropriate amount of Common Area Reserve Funding for the future maintenance of all common areas, amenities and road rights-of-way to be constructed as part of the Project, or, in the alternative, that the Parties may agree for the Developer to dedicate and convey all of the Project's Common Areas to the Town; and,

WHEREAS, the Town recognizes that accepting title to the Common Areas will help facilitate the development and construction of Affordable Housing within Beaufort County; and,

WHEREAS, the Town has agreed to accept a donation of the Common Areas once completed upon the Developer satisfying all terms and conditions set forth within this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by and between the parties hereto made, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. **Incorporation of Recitals**. The above recitals 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 Addendum.

Section 2. **Capitalized Terms**. Any and all capitalized terms used but not otherwise defined in this Addendum shall have the meanings ascribed to such terms in the Agreement.

Section 3. **Acceptance of Common Areas**. Upon the Completion of the Common Areas, the Developer shall convey the Common Areas to the Town by warranty deed in recordable form and subject only to those exceptions identified in Section 5.3 of the Agreement. Upon acceptance of title to the Common Areas, the Town agrees to maintain the same in a similar condition to analogous Town-owned property. As a prerequisite to the Town's acceptance of the Common Area, the Town may require that the Developer provide the Town with a bond in an amount equal to the construction costs of the Common Areas, with surety and conditions satisfactory to the Town, as a warranty for a period of two (2) years. The warranty shall pertain to the design and construction of the rights-of-way,

stormwater systems, and any other Improvements located within the Common Areas, in accordance with the Town's standards and to insure their satisfactory performance during this warranty period. The warranty period shall commence once the Town accepts delivery of title to the Common Areas. The Developer shall not be responsible for repairing damage done to the Common Areas subsequent to the Town's acceptance thereof, unless such damage is the result of design or construction failure or is caused by the actions of the Developer or the Consultants. Nothing within the foregoing section is intended to nor shall be deemed to obligate the Town to maintain, improve, or otherwise perform public services on privately-owned property, whether such property is part of the Project or not.

Section 4. **Affordability Covenants**. The Affordability Covenants originally attached to the Agreement as Exhibit D shall be replaced, in full, with the Affordability Covenants attached hereto as **REVISED EXHIBIT "D"** (the "*Revised Affordability Covenants*"). All references to the Affordability Covenants in the Agreement and the exhibits thereto shall mean and refer to the Revised Affordability Covenants.

Section 5. **Schedule of Performance**. The Schedule of Performance originally attached to the Agreement as Exhibit E shall be replaced, in full, with the revised Schedule of Performance attached hereto as **REVISED EXHIBIT "E"** (the "*Revised Schedule of Performance*"). All references to the Schedule of Performance in the Agreement and the exhibits thereto shall mean and refer to the Revised Schedule of Performance.

Section 6. **Ratification and Confirmation of All Other Terms of the Agreement**. In all others respects, the said Agreement, to the extent not inconsistent with the terms of this Addendum, remains unchanged. For the convenience of the parties hereto, this Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, Developer and Town have hereunder affixed their signatures to this Addendum, all as of the 8th day of August, 2023.

DEVELOPER
WORKFORCE STATE OF MIND, LLC, a South Carolina limited liability company

By:_____
Name: WILLIAM HERBKERSMAN
Its: PRESIDENT

TOWN
TOWN OF BLUFFTON, a South Carolina municipal corporation

By:_____
Name: STEPHEN STEESE
Its: TOWN MANAGER

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE AND CONVEYANCE OF APPROXIMATELY 1.78 ACRES OF REAL PROPERTY IN BLUFFTON, SOUTH CAROLINA, COMMONLY KNOWN AS 1095 MAY RIVER ROAD, TMS NO. R610-039-000-0498-0000 FROM KGB 1935, LTD., CO., TO THE TOWN OF BLUFFTON, SOUTH CAROLINA, FOR THE PURCHASE PRICE OF $263,000.00; AND, AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, KGB 1935, Ltd., Co., (the "***Owner***") is the record owner of that parcel of real property located in the Town of Bluffton, South Carolina, as more particularly described on Exhibit "**A**" attached hereto and fully incorporated herein (the "***Property***"); and,

WHEREAS, Owner desires to convey the Property to the Town of Bluffton, a South Carolina municipal corporation (the "***Town***"), and all improvements thereon, if any, to be owned by the Town and held for public purposes; and,

WHEREAS, the Town desires to purchase the Property in accordance with the terms and conditions of the Purchase and Sale Agreement and all exhibits thereto, attached hereto as Exhibit "**B**" (the "***Agreement***"), and Town Council has determined that it is in the public interest for the Town to ratify the Agreement and consummate the purchase of the Property; and,

WHEREAS, Town Council desires to authorize the Town Manager to execute such documents and to expend such funds as are necessary to complete the purchase and conveyance of the Property to the Town.

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

1. The Town Council hereby authorizes the purchase and conveyance of the Property from the Owner to the Town for the purchase price of $263,000.00, and hereby confirms that the Town Manager is authorized to execute the Agreement, which is attached hereto as Exhibit "**B**", and does hereby confirm and ratify the actions of the Town Manager in negotiating the Agreement with Owner.

2. The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all documents necessary to consummate the purchase and conveyance of the Property to the Town, including, without limitation, the acceptance and recordation of any deed 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.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS 10th DAY OF April, 2018.

Lisa Sulka, Mayor, Town of Bluffton, South Carolina

ATTEST:

Kimberly Chapman, Town Clerk, Town of Bluffton, South Carolina

EXHIBIT "A"
(The Property)

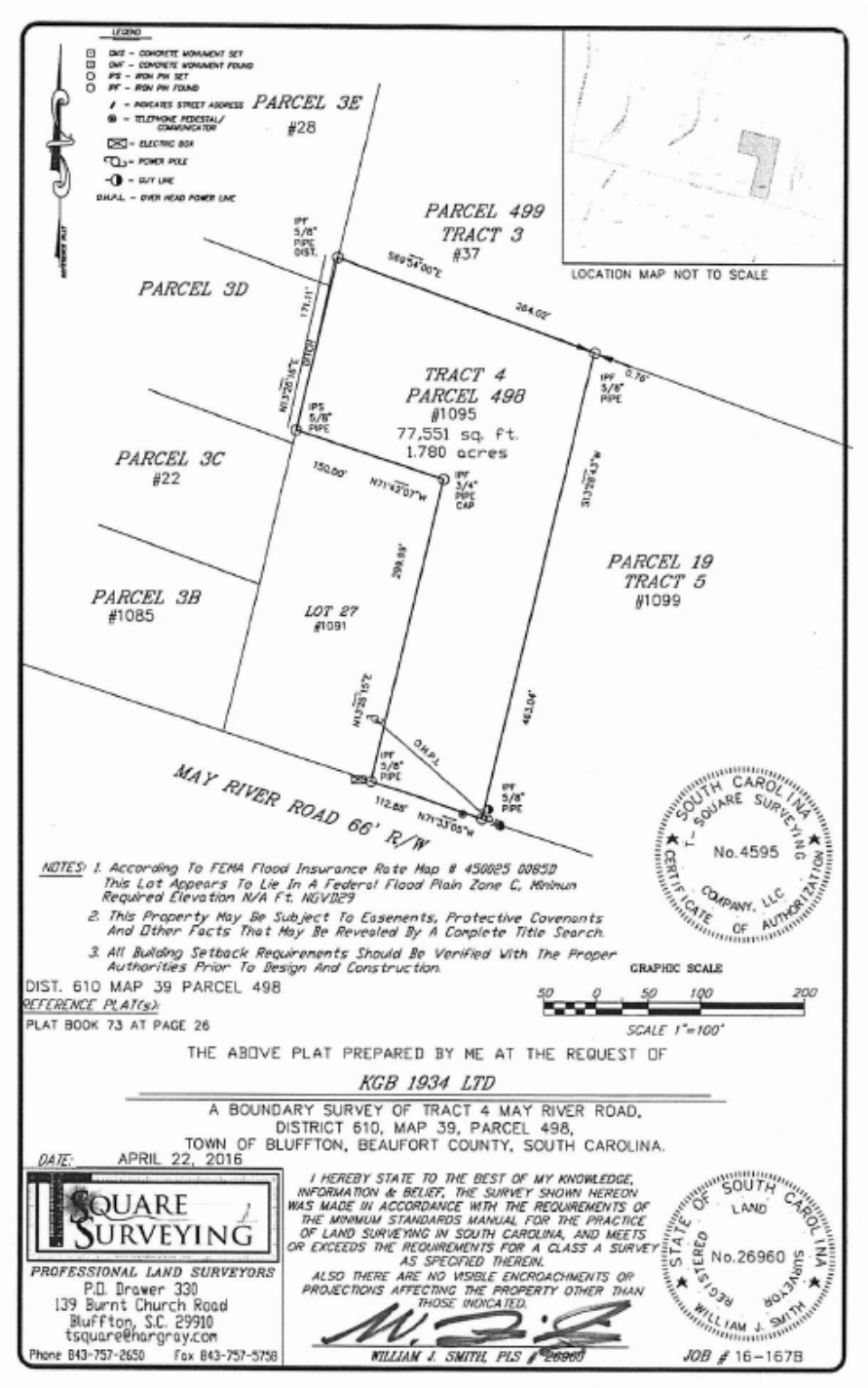


EXHIBIT "B"
(The Purchase and Sale Agreement)

PURCHASE AND SALE AGREEMENT
FOR THE SALE OF 1095 MAY RIVER ROAD
BLUFFTON, SOUTH CAROLINA

Dated and Effective as of this 25th day of April, 2018,

By and between

KGB 1934 LTD. CO. a/k/a KGB 1934 LTD.
a Nevada limited liability company
(SELLER)

and

THE TOWN OF BLUFFTON,
a South Carolina municipal corporation,
(BUYER)

PURCHASE AGREEMENT
Summary Sheet

Buyer:	The Town of Bluffton
Seller:	KGB 1934 Ltd. Co.
Effective Date:	April 25th, 2018
Property Address:	1095 May River Road, Bluffton, South Carolina
Purchase Price:	Two Hundred Sixty-Three Thousand and No/100 ($263,000.00) Dollars
Closing Date:	On or before _____, 2018
Notice Address of Seller:	KGB 1934 Ltd. Co. 2400 Mecklenbury Avenue Charlotte, NC 28205-3148
with a copy to:	Hale & Hale, P.A. 1533 Fording Island Road, Suite 294 Hilton Head Island, South Carolina 29926 Attention: Rebecca H. Hale, Esq.
Notice Address of Buyer:	The Town of Bluffton Attn: Mr. Marc Orlando, Town Manager 20 Bridge Street Bluffton, South Carolina 29910
with a copy to:	Finger, Melnick & Brooks, P.A. Post Office Box 24005 Hilton Head Island, South Carolina 29925-4005 Attention: Terry A. Finger, Esq.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is entered into on this 25th day of April, 2018, (the "***Effective Date***") between KGB 1934 Ltd. Co. a/k/a KGB 1934 Ltd., a Nevada limited liability company (the "***Seller***"), and the Town of Bluffton, a South Carolina municipal corporation (the "***Buyer***").

STATEMENT OF BACKGROUND INFORMATION

Seller intends to sell and Buyer intends to purchase "AS IS" approximately 1.780 acres, more or less, and all improvements thereon of that certain tract of land commonly known and identified as 1095 May River Road, Bluffton, South Carolina, Tax Map No. R610-039-000-0498-0000. The parcel of real property is more completely set forth on Exhibit "A" hereto (the "***Property***").

AGREEMENT

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

ARTICLE 1
DEFINITIONS; RULES OF CONSTRUCTION

1.1 **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings set forth on the Summary Sheet. The following terms shall have the indicated meanings:

(a) "*Closing*" shall mean the time that each of the deliveries to be made by Seller (as provided in Section 6.2) and Buyer (as provided in Section 6.3) are made and each of the Closing conditions of Buyer and Seller in Sections 5.1 and 5.2, respectively, have been satisfied or waived.

(b) "*Deed*" shall mean a general warranty deed, in form and substance satisfactory to Buyer, conveying the title of Seller to the Property, with such grant or warranty covenants of title from Seller to Buyer as are customary in the State of South Carolina, subject only to Permitted Title Exceptions. If there is any difference between the description of the Property, as shown on Exhibit A attached hereto and the description of the Property as shown on the Survey, if any, the description of the Property to be contained in the Deed and the description of the Property set forth in the Owner's Title Policy (as defined herein) shall conform to the description shown on the Survey.

(c) "*Due Diligence Period*" shall mean the period commencing at 9:00 a.m., Eastern Standard Time, on the Effective Date, and continuing sixty (60) days after the Effective Date.

(d) "*Effective Date*" shall mean the date that this Agreement is executed by both Parties.

(e) "*Owner's Title Policy*" shall mean an American Land Title Association extended coverage owner's policy of title insurance issued to Buyer by the Title Company (*e.g.*, First American Title Company), pursuant to which the Title Company insures Buyer's ownership of fee simple title to the Property (including the marketability thereof) subject only to Permitted Title Exceptions. The Owner's

Title Policy shall insure Buyer in the amount of the Purchase Price and shall be acceptable in form and substance to Buyer.

(f) "*Permitted Title Exceptions*" shall mean those exceptions to title to the Real Property that are satisfactory to Buyer as determined under this Agreement.

(g) "*Survey*" shall mean the survey, if any, prepared pursuant to Section 2.3(c).

(h) "*Title Objections*" shall have the meaning set forth in Section 2.3(d).

1.2 **Rules of Construction.** The following rules shall apply to the construction and interpretation of this Agreement:

(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 Agreement 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 Agreement and have participated in the preparation of this Agreement, 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 Agreement or any exhibits hereto.

1.3 **Recitals and Summary.** The Recitals set forth above and the Summary Sheet attached to this Agreement are incorporated herein by reference as if set forth in their entirety herein.

ARTICLE 2
PURCHASE AND SALE; PAYMENT OF PURCHASE PRICE

2.1 **Purchase and Sale.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price subject to the provisions below.

2.2 **Payment of Purchase Price.** The Purchase Price of Two Hundred Sixty Three Thousand and No/100 ($263,000.00) U.S. Dollars (USD), with appropriate prorations and credits, shall be paid to Seller on the Closing Date. The Purchase Price, and any and all other sums payable to Seller hereunder, shall be paid by Buyer in immediately available collected funds.

2.3 **Due Diligence Period.**

(a) *Site Inspection.* Buyer shall have the right, during the Due Diligence Period, and thereafter if Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, at a mutually agreeable time, to enter upon the Property and to perform, at Buyer's expense, such physical inspections, surveying, engineering, and environmental studies and investigations (including a Phase 1 and Phase 2, if Buyer deems it prudent to conduct such an investigation) as Buyer may deem appropriate. All such site inspections shall be conducted at reasonable times and should be conducted in such a manner as to limit interference with the enjoyable use of the Property by the Seller or the Seller's tenants.

(b) *Inspection of Documents.* Within ten (10) business days after the Effective Date, Seller shall provide to Buyer, for use by Buyer, its agents, auditors, engineers, attorneys and other designees,

copies of all existing surveys, environmental audits and reviews, plans, studies and reports affecting or relating to the Property which are in, or come into, Seller's possession or control, or which Seller may attain. During the Due Diligence Period, Buyer shall have the right to review all zoning, land use and other governmental regulations, laws, permits and approvals that apply to the Property.

(c) *Survey*. During the Due Diligence Period, Buyer, at Buyer's sole expense, may obtain an ALTA/ACSM survey of the Land and the Improvements, prepared by a surveyor licensed to practice as such in the State, certified to both Buyer, Seller and the Title Company (and any lender or other party designated by Buyer), showing the legal description of the Land, all dimensions thereof, and showing the location of Improvements on the Land, the setbacks thereof from the property line, as well as the setbacks required by applicable zoning laws or regulations or as otherwise required to meet ALTA/ACSM requirements (the "***Survey***"). The Survey shall locate all easements which serve and affect the Land. The Survey shall reflect that no buildings or improvements located on any other property encroach upon the Land and that the Improvements located upon the Land do not encroach upon any other property. The surveyor preparing the Survey shall certify that its work has been prepared in accordance with the Survey Requirements and such Certificate shall be included on the Survey.

(d) *Due Diligence Objections*. Without waiving its rights pursuant to paragraph (e) of this Section 2.3, ten (10) days prior to the expiration of the Due Diligence Period, Buyer may, but shall not be obligated to, notify Seller of any objections concerning its due diligence inspection that Buyer is unwilling to accept which shall be designated as the "***Due Diligence Objections***." Within five (5) days after such notification, Seller shall notify Buyer in writing whether Seller is willing to cure such defects. If Seller is willing to cure such defects, Seller shall act promptly and diligently to cure such defects at its expense. If any of such defects consist of mortgages, deeds of trust, construction or mechanics' liens, tax liens or other liens or charges in a fixed sum or capable of computation as a fixed sum, then, to that extent, and notwithstanding the foregoing, Seller may elect, in its sole discretion, to pay and discharge such defects at Closing. For such purposes, Seller may use all or a portion of the cash to close. If Seller is unable or unwilling to cure such defects prior to Closing, Buyer may elect (1) to waive such defects and proceed to Closing, or (2) to terminate this Agreement. After the date of this Agreement, Seller shall not subject the Property to any liens, encumbrances, leases, covenants, conditions, restrictions, easements or other title matters or seek any zoning changes or take any other action which may affect or modify the status of title without Buyer's prior written consent, which consent Buyer may withhold in its sole discretion for any reason or no reason. All title matters revealed by Buyer's title examination and not objected to by Buyer as provided above shall be deemed Permitted Title Exceptions. If Buyer shall fail to examine title and notify Seller of any such Title Objections by the end of the Due Diligence Period, all such title exceptions shall be deemed Permitted Title Exceptions.

(e) *Termination Without Cause*. Prior to the expiration of the Due Diligence Period, Buyer, in its sole and absolute discretion, shall have the right to terminate the Agreement for any reason or no reason, by notifying the Seller thereof. If Buyer terminates the Agreement during the Due Diligence Period, the Parties shall have no further obligations to each other by virtue of this Agreement or in any way related to this transaction. In lieu of an earnest money deposit, the Parties agree that in the event Buyer terminates the Agreement without cause, any non-privileged Due Diligence materials, including inspection reports, surveys, engineering reports and/or environmental studies and investigations related to the Property and prepared for the benefit of the Buyer shall be sold and transferred without warranty to the Seller for Five and No/100 ($5.00) Dollars.

ARTICLE 3
SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

To induce Buyer to enter into this Agreement and to purchase the Property, and to pay the Purchase Price, Seller hereby makes the following representations, warranties and covenants with respect to the Property which representations, warranties and covenants are true and correct as of the effective date and, except where specifically noted otherwise, will be true and correct, as of the Closing:

3.1 **Exclusive Period**. Seller agrees that during the Due Diligence Period, Seller will not offer to sell or negotiate to sell the property to any third party.

3.2 **Authorization and Execution.** This Agreement has been, and each of the agreements and certificates of Seller to be delivered to Buyer at Closing will be, duly authorized by all necessary action on the part of Seller, has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller and is enforceable against Seller in accordance with its terms. All action required pursuant to this Agreement necessary to effectuate the transactions contemplated herein has been, or will at Closing be, taken promptly and in good faith by Seller.

3.3 **Noncontravention.** The execution and delivery of, and the performance by Seller of its obligations under, this Agreement do not and will not contravene, or constitute a default under, any provision of applicable law or regulation, or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller, or result in the creation of any lien or other encumbrance on any asset of Seller, except as may be set forth in the Permitted Exceptions. There are no outstanding agreements (written or oral) pursuant to which Seller has agreed to contribute or has granted an option or right of first refusal to purchase the Property or any part thereof.

3.4 **Compliance with Existing Laws.** Seller has no knowledge, nor has it received notice, of any existing or threatened violation of any provision of any applicable building, zoning, subdivision, or other governmental ordinance, resolution, statute, rule, order or regulation with respect to the ownership, operation, use, maintenance or condition of the Property or any part thereof.

3.5 **Real Property.** To the best of Seller's knowledge and belief, (i) the Improvements (if any) conform in all material respects to all legal requirements including all zoning and land use laws, and (ii) all easements necessary or appropriate for the use or operation of the Property have been obtained. Seller has not received any written notice which is still in effect that there is, and, to the best of Seller's knowledge, there does not exist, any violation of a condition or agreement contained in any easement, restrictive covenant or any similar instrument or agreement affecting the Property, or any portion thereof.

3.6 **Condemnation Proceedings; Roadways.** Seller has received no notice of any condemnation or eminent domain proceeding pending or threatened against the Property or any part thereof.

3.7 **Litigation**. There is no action, suit or proceeding pending or known to be threatened against or affecting Seller or any of its properties in any court, before any arbitrator or before or by any Governmental Body which (a) in any manner raises any question affecting the validity or enforceability of this Agreement, (b) could materially and adversely affect the ability of Seller to perform its obligations under this Agreement, or under any document to be delivered pursuant hereto, (c) could create a lien on the Property, any part thereof or any interest therein, or (d) could otherwise adversely materially affect the Property, any part thereof or any interest therein or the use, operation, condition or occupancy thereof. Seller shall indemnify and hold Buyer harmless from any and all claims relative to this subparagraph.

3.8 **Operation of Property**. Except as otherwise permitted hereby, from the Effective Date until Closing, Seller shall not take any action or fail to take action the result of which would have a material

adverse effect on the Property, or which would cause any of the representations and warranties contained in this Article III to be untrue as of Closing.

3.9 **Hazardous Substances.** Except as may be disclosed by a Phase I environmental assessment report for the Property, to the best of Seller's knowledge, there currently exist no facts or circumstances that could reasonably be expected to give rise to a material non-compliance with any Environmental Laws. The term "knowledge" as used herein shall mean the knowledge of the managing member of Seller. Seller is in compliance with any regulations concerning above or below ground storage tanks.

3.10 **Utilities.** All Utilities required for the operation of the Property (the "***Utilities***") either enter the Property through adjoining streets, or they pass through adjoining land and do so in accordance with valid public easements or private easements.

3.11 **Survival of Representations.** Each of the representations, warranties and covenants contained in this Article III are intended for the benefit of Buyer. No investigation, audit, inspection, review or the like conducted by or on behalf of Buyer shall be deemed to terminate the effect of any such representations, warranties and covenants, it being understood that Buyer has the right to rely thereon and that each such representation, warranty and covenant constitutes a material inducement to Buyer to execute this Agreement and to close the transaction contemplated hereby and to pay the Purchase Price to Seller.

ARTICLE 4
BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

To induce Seller to enter into this Agreement and to sell the Property, Buyer hereby makes the following representations, warranties and covenants, upon each of which Buyer acknowledges and agrees that Seller is entitled to rely and has relied:

4.1 **Organization and Power.** Buyer is duly formed or organized, validly existing and in good standing under the laws of the state of its formation and has all governmental licenses, Authorizations, consents and approvals required to carry on its business as now conducted and to enter into and perform its obligations under this Agreement and any document or instrument required to be executed and delivered on behalf of Buyer under this Agreement.

4.2 **Noncontravention.** The execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder do not and will not contravene, or constitute a default under, any provisions of applicable law or regulation, or any agreement, judgment, injunction, order, decree or other instrument binding upon Buyer or result in the creation of any lien or other encumbrance on any asset of Buyer.

4.3 **Litigation.** There is no action, suit or proceeding, pending or known to be threatened, against or affecting Buyer in any court or before any arbitrator or before any administrative panel or otherwise that (a) could materially and adversely affect the business, financial position or results of operations of Buyer, or (b) could materially and adversely affect the ability of Buyer to perform its obligations under this Agreement, or under any document to be delivered pursuant hereto.

4.4 **Bankruptcy.** No Act of Bankruptcy has occurred with respect to Buyer.

4.5 **Authorization and Execution.** This Agreement has been, and each of the agreements and certificates of Buyer to be delivered to Seller at Closing will be, duly authorized by all necessary action on the part of Buyer, has been duly executed and delivered by Buyer, constitutes the valid and binding agreement of Buyer and is enforceable against Buyer in accordance with its terms. All action required pursuant to this Agreement necessary to effectuate the transactions contemplated herein has been, or will at Closing be, taken promptly and in good faith by Buyer and its representatives and agents.

ARTICLE 5
CONDITIONS AND ADDITIONAL COVENANTS

5.1 **As to Buyer' Obligations.** Buyer' obligations under this Agreement are subject to the satisfaction of the following conditions precedent and the compliance by Seller with the following covenants:

(a) *Seller's Deliveries*. Seller shall be ready, able and willing to deliver to or for the benefit of Buyer, on or before the Closing Date, all of the documents and other information required of Seller pursuant to this Agreement within the time frame(s) set forth herein, and within fifteen (15) days after the Effective Date, Seller shall deliver to Buyer the following documents:

(i) A copy of plans and specifications (if any) of the proposed Improvements and any other architectural, engineering, irrigation, and landscaping drawings, plans and specifications relating to the Property in Seller's possession or control.

(ii) A copy of any inspection, soils, engineering or architectural notices, studies or reports in Seller's possession or control which relate to the physical condition or operation of the Property or recommended improvements to the Property.

(iii) Any other documents and information reasonably requested by Buyer and relating to Seller's ownership or operation of the Property.

(b) *Representations, Warranties and Covenants*. All of Seller's representations and warranties made in this Agreement shall be true and correct as of the Effective Date and as of the Closing Date as if then made, there shall have occurred no material adverse change in the condition or financial results of the operation of the Property since the Effective Date.

(c) *Title Insurance*. The Title Company shall have delivered a Commitment for the Owner's Title Policy, subject only to the Permitted Title Exceptions. The Final Title Policy shall be issued within the customary timeframe for a transaction of this nature in this locale.

(d) *Title to Property*. Buyer shall have determined that Seller is the sole owner of good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, restrictions, conditions and agreements except for Permitted Title Exceptions. Seller shall not have taken any action or permitted or suffered any action to be taken by others from the Effective Date and through and including the Closing Date that would adversely affect the status of title to the Property.

(e) *Condition of Property*. The Property (including but not limited to the mechanical systems, plumbing, electrical wiring, appliances, fixtures, heating, air conditioning and ventilating equipment, elevators, boilers, equipment, roofs, structural members and furnaces) shall be in the same condition at Closing as they are as of the Effective Date, reasonable wear and tear excepted.

Each of the conditions and additional covenants contained in this Section are intended for the benefit of Buyer and may be waived in whole or in part by Buyer, but only by an instrument in writing signed by Buyer.

5.2 **As to Seller's Obligations**. Seller's obligations under this are subject to the satisfaction of the following conditions precedent and the compliance by Buyer with the following covenants:

(a) *Buyer' Deliveries*. Buyer shall be ready, able and willing to deliver to, or for the benefit of Seller, on or before the Closing Date, all of the documents and payments required of Buyer pursuant to this Agreement.

(b) *Representations, Warranties and Covenants*. All of Buyer' representations and warranties made in this Agreement shall be true and correct as of the Effective Date and as of the Closing Date as if then made and Buyer shall have performed all of its covenants and other obligations under this Agreement.

Each of the conditions and additional covenants contained in this Section are intended for the benefit of Seller and may be waived in whole or in part, by Seller, but only by an instrument in writing signed by Seller.

ARTICLE 6
CLOSING

6.1 **Closing**. Closing shall be held thirty (30) days after expiration of the Due Diligence Period; provided, however, that the Closing Date may be extended for an additional fifteen (15) days by Buyer, at its sole discretion by providing written notice to Seller prior to three (3) days after expiration of the Due Diligence Period. If the Closing Date falls on a Saturday, Sunday, or other legal holiday, the Closing shall take place on the first following business day thereafter. Possession of the Property shall be delivered to Buyer at Closing, subject only to Permitted Title Exceptions.

6.2 **Seller's Deliveries**. At Closing, Seller shall deliver to Buyer all of the following instruments, each of which shall have been duly executed and, where applicable, acknowledged and/or sworn on behalf of Seller and shall be dated as of the Closing Date.

(a) *The Deed.*

(b) *Title Requirements*. Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Title Policy so that the Owner's Title Policy will be subject only to the Permitted Title Exceptions.

(c) *Miscellaneous*. Any other document or instrument reasonably requested by Buyer or the Title Company with respect to the Property or the transactions contemplated hereby.

6.3 **Buyer's Deliveries**. At Closing, Buyer shall pay or deliver to Seller the following:

(a) *Purchase Price*. The Purchase Price with appropriate pro-rations and credits, including but not limited to the Earnest Money Deposit, in immediately available federal funds of the United States of America.

(b) *Resolution.* A resolution of Town Council, certified by the Town Clerk, authorizing the execution on behalf of Buyer of this Agreement and the documents to be executed and delivered by Buyer prior to, at, or otherwise in connection with Closing.

(c) *Miscellaneous*. Any other document or instrument reasonably requested by Seller relating to the transaction contemplated hereby.

6.4 **Mutual Deliveries**. At Closing, Buyer or Operator, as applicable, and Seller shall mutually execute and deliver each to the other:

(a) *Closing Statements*. A closing statement for Seller and a closing statement for Buyer (collectively, the "***Closing Statements***") reflecting the Purchase Price and the adjustments and prorations required under this Agreement and the allocation of income and expenses required hereby.

(b) *Miscellaneous*. Such other and further documents, papers and instruments as may be reasonably required by the parties hereto or their respective counsel.

6.5 **Closing Costs.** Except as is otherwise provided in this Agreement, each party hereto shall pay its own legal fees and expenses. Seller shall pay the cost of documentary tax stamps on the Deed, if any, and any and all transfer fees to any governmental authority or property owners association and any such other fees or expenses that are usually and customarily the responsibility of Sellers in the sale of real estate in Beaufort County. Buyer shall be solely responsible for the payment of (i) any and all other filing fees for the Deed and recording costs, (ii) the cost of any Owner's Title Policy and the cost of any endorsements to the Owner's Title Policy, (iii) the costs of any of the Buyer' Due Diligence materials, and (iv) any such other fees or expenses that are usually and customarily the responsibility of the Buyer in the sale of real estate in the area in which the Property is located in Beaufort County.

6.6 **Income and Expense Allocations.** All income and expenses with respect to the Property, and applicable to the period of time before and after Closing, determined in accordance with generally accepted accounting principles consistently applied, shall be allocated between Seller and Buyer. Seller shall be entitled to all income and shall be responsible for all expenses for the period of time up to but not including the Closing Date and Buyer shall be entitled to all income and shall be responsible for all expenses for the period of time from, after and including the Closing Date. Such adjustments shall be shown on the Closing Statements (with such supporting documentation as the parties hereto may require being attached as exhibits to the Closing Statements) and shall increase or decrease (as the case may be) the Purchase Price payable by Buyer. Without limiting the generality of the foregoing, the following items of income and expense shall be allocated as of the Closing Date as follows:

(a) *Taxes*. As the Buyer is a municipal corporation exempt from ad valorem real property taxes pursuant to S.C. Code Ann. § 12-37-222(A)(1), the Parties hereby acknowledge and agree that all real property ad valorem taxes (including rollback taxes, if any) applicable to the Property for the calendar year in which Closing occurs shall be the responsibility of the Seller.

(b) *Utilities*. Utility charges (including but not limited to charges for water, sewer and electricity).

(c) *Miscellaneous Prorations*. Such other items as are usually and customarily prorated between Buyer and Sellers of properties in the area in which the Property is located shall be prorated as of the Closing Date.

ARTICLE 7
GENERAL PROVISIONS

7.1 **Condemnation**. In the event of any actual or threatened taking, pursuant to the power of eminent domain, of all or any portion of the Real Property, or any proposed sale in lieu thereof, Seller shall give written notice thereof to Buyer promptly after Seller learns or receives notice thereof. If all or any part of the Real Property is, or is to be, so condemned or sold, Seller and Buyer shall have the unilateral right to terminate this Agreement pursuant to Article VIII. If Buyer elects not to terminate this Agreement, all proceeds, awards and other payments arising out of such condemnation or sale (actual or threatened) shall be paid or assigned, as applicable, to Buyer at Closing. Seller will not settle or compromise any such proceeding without Buyer' prior written consent.

7.2 **Risk of Loss**. If, prior to the Closing, there is any damage to or destruction of any part of the Property, then Buyer may terminate this Agreement upon written notice to Seller, in which case neither party shall have any further rights or obligations under this Agreement.

7.3 **Real Estate Broker**. There are no real estate brokers involved with this transaction.

ARTICLE 8
LIABILITY OF BUYER; INDEMNIFICATION BY SELLER; TERMINATION RIGHTS

8.1 **Liability of Buyer**. Except for any obligation expressly assumed or agreed to be assumed by Buyer under this Agreement, Buyer does not assume any obligation of Seller or any liability for claims arising out of any event, action, circumstance or occurrence prior to Closing.

8.2 **Seller's Indemnity of Buyer**. Seller shall indemnify, and hold Buyer (together with its officers, employees and agents, and successors, heirs and assigns) harmless from, against or in respect of the aggregate of all Indemnifiable Buyer' Damages. For this purpose, the term "Indemnifiable Buyer's Damages" means the aggregate of any and all damage, loss, deficiency, liability, expense (including, but not limited to, any reasonable attorney's fees, court costs and expenses), action, suit, proceedings, demand, assessment, or judgment to or against Buyer arising out of or in connection with (i) any debt, obligation or liability of Seller, which is not expressly assumed by Buyer pursuant to this Agreement, whether arising prior to, on, or after the Closing; and/or (ii) any inaccuracy, breach or violation of, or non-performance by, Seller or any of its representation, warranties, covenants or agreements contained in this Agreement or in any document, certificate or schedule required to be furnished pursuant to this Agreement; and/or (iii) the ownership, use, operation, maintenance and improvement of the Property prior to the Closing Date.

8.3 **Termination by Buyer**. If any condition set forth herein for the benefit of Buyer cannot or will not be satisfied prior to Closing or upon the occurrence of any other event that would entitle Buyer to terminate this Agreement and its obligations under this Agreement, and Seller fails to cure any such matter within ten (10) business days after notice thereof from Buyer, Buyer, at its option, may elect either (a) to terminate this Agreement and all other rights and obligations of Seller and Buyer under this Agreement shall terminate immediately, or (b) to waive its right to terminate (but without waiving any breach or default on the part of Seller) and, instead, to proceed to Closing. If Buyer terminates this Agreement as a consequence of a misrepresentation or breach of a warranty or covenant by Seller, or a failure by Seller to perform its obligations under this Agreement, then Buyer shall retain all remedies accruing as a result thereof, including, without limitation, specific performance.

8.4 **Termination by Seller**. If any condition set forth herein and required to be satisfied by Buyer cannot or will not be satisfied prior to Closing, and Buyer fails to cure any such matter within ten (10) business days after notice thereof from Seller, Seller may, at its option, elect either (a) to terminate this Agreement, in which event the rights and obligations of Seller and Buyer hereunder shall terminate immediately, or (b) to waive its right to terminate, and instead, to proceed to Closing. If, prior to Closing, Buyer defaults in performing any of its obligations under this Agreement (including its obligation to purchase the Property), and Buyer fails to cure any such default within ten (10) business days after notice thereof from Seller, then Seller may terminate this Agreement and/or pursue any other remedy permitted by law.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 **Completeness; Modification**. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior discussions, understandings, agreements and negotiations between the parties hereto. This Agreement may be modified only by a written instrument duly executed by the parties hereto.

9.2 **Assignments**. Neither Seller nor Buyer may assign its rights under this Agreement without the prior written consent of the other party, which consent may be withheld in such party's sole and absolute discretion; provided however, that Buyer may assign all or a portion of its rights hereunder to an affiliate of Buyer without the consent of Seller.

9.3 **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

9.4 **Days**. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. Time is of the essence of this Agreement.

9.5 **Governing Law**. This Agreement and all documents referred to herein shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

9.6 **Counterparts**. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

9.7 **Severability**. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.8 **Costs**. Regardless of whether Closing occurs under this Agreement, and except as otherwise expressly provided in this Agreement, each party to this Agreement shall be responsible for its

own costs in connection with this Agreement and the transactions contemplated hereby, including without limitation, fees of attorneys, engineers and accountants.

9.9 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or a comparable overnight delivery service) or sent by the United States mail, certified, postage prepaid, return receipt requested, at the addresses and with such copies as on the Summary Sheet or to such other address as the intended recipient may have specified in a notice to the other party. Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party and Escrow Agent in a manner described in this Section. Any notice, request, demand or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) when actually delivered to the intended recipient.

9.10 **Incorporation by Reference.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

9.11 **Survival.** Except as expressly provided in Section 3, all of the representations, warranties, covenants and agreements of Seller and Buyer made in, or pursuant to, this Agreement shall survive Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

9.12 **Further Assurances.** Seller and Buyer each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the transactions described herein.

9.13 **No Partnership.** This Agreement does not and shall not be construed to create a partnership, joint venture or any other relationship between the parties hereto except the relationship of Seller and Buyer specifically established hereby.

9.14 **Tax-Deferred Exchange.** In the event that Buyer or Seller desires to affect a tax-deferred exchange in connection with the conveyance of the Property (or any portion thereof), Buyer and Seller agree to cooperate in affecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

9.15 **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.

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

IN WITNESS WHEREOF, Seller and Buyer have hereunder affixed their signatures to this Purchase and Sale Agreement, all as of the 25th day of April, 2018.

SELLER:

KGB 1934 LTD. CO., a Nevada limited liability company

By: _____
Name: DANIEL L. WENTZ
Its: Manager

BUYER:

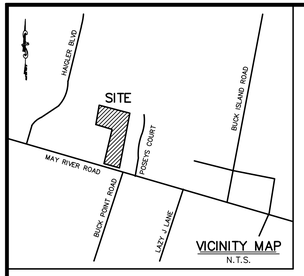
THE TOWN OF BLUFFTON, a South Carolina municipal corporation

By: _____
Name: MARC ORLANDO
Its: TOWN MANAGER

EXHIBIT A

To be replaced by full property description once available.

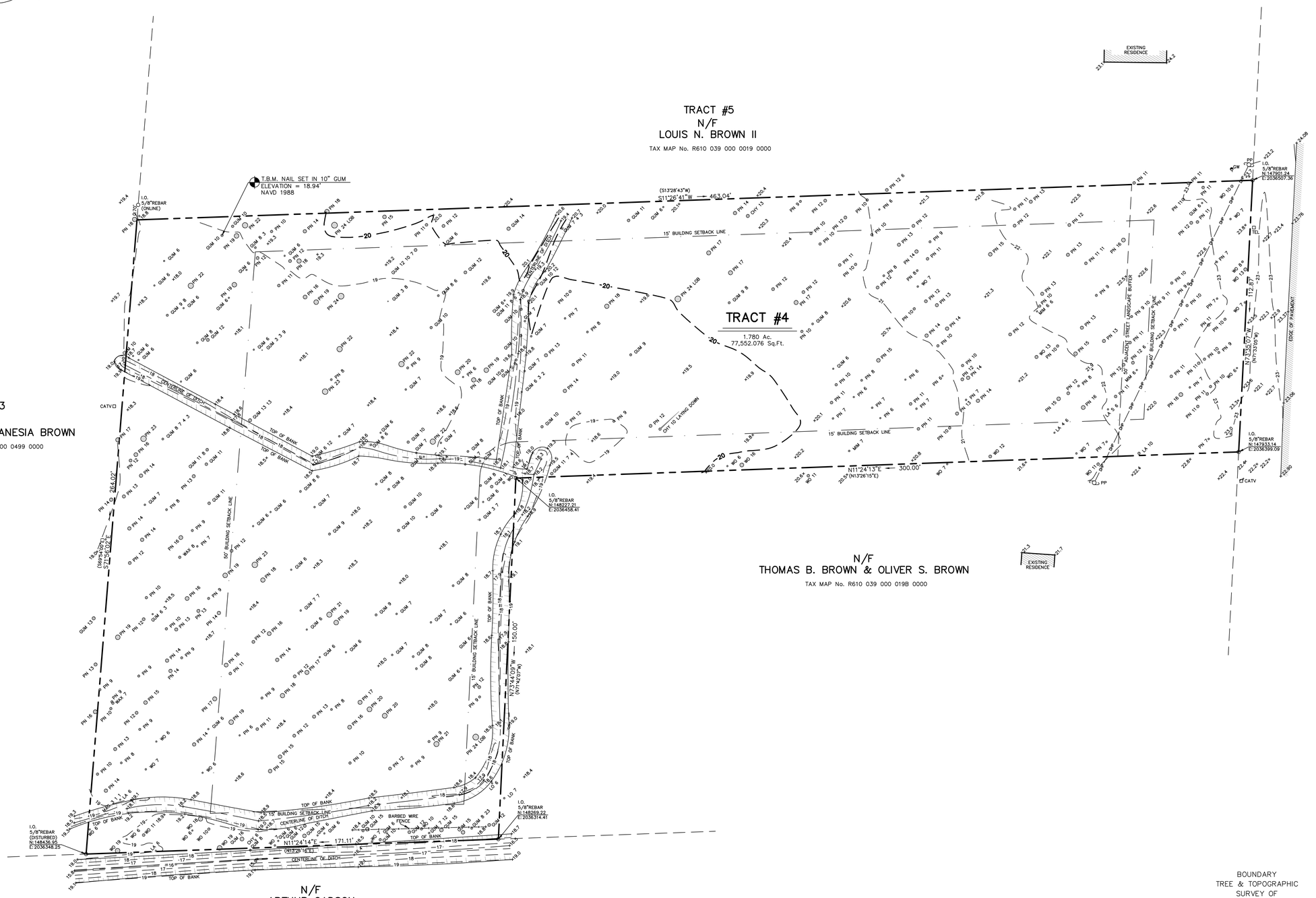
Attachment 1



STATE PLANE S.C. GRID

LEGEND:
TREE SIZES ARE INCHES IN DIAMETER

×9.5	SPOT ELEVATION
—9—	CONTOUR
I.O.	IRON PIPE, OLD (FOUND)
CHY	CHERRY
GUM	SWEET GUM
LA	LAUREL OAK
LO	LIVE OAK
MAG	MAGNOLIA
MIM	MIMOSA
PN	PINE
WO	WATER OAK
WAX	WAX MYRTLE
Ac.	ACRE
CATV	CABLE TELEVISION JUNCTION BOX
GW	GUY WIRE
NTS	NOT TO SCALE
N/F	NOW OR FORMERLY
PP	POWER POLE
R/W	RIGHT OF WAY
TEL	TELEPHONE JUNCTION BOX
—X—	FENCE LINE
—OHP—	OVERHEAD POWERLINE



NOTES

1) 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; ALSO THERE ARE NO OBVIOUS, APPARENT OR VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

2) AS OF THE DATE OF THIS SURVEY THIS PROPERTY IS LOCATED IN ZONE C, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY H.U.D. PANEL 0085-D, COMMUNITY NO. 450025, MAP DATED 09/29/1986, BASE ELEVATION N/A (NGVD 29 DATUM). FLOOD HAZARD ZONE AND BASE ELEVATION SHOULD BE VERIFIED BY PROPER TOWN OR COUNTY BUILDING INSPECTIONS DEPARTMENT.

3) BUILDING SETBACKS WHICH EXIST FOR THIS LOT, SHOWN OR NOT SHOWN ON THIS SURVEY, ARE EXPLAINED IN THE COVENANTS, EASEMENTS & SETBACKS SHOWN SHOULD BE VERIFIED THRU THE APPROPRIATE ARCHITECTURAL REVIEW BOARD OR BUILDING AGENCY.

4) UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN AND ARE APPROXIMATE. SURVEYING CONSULTANTS DOES NOT CERTIFY TO THE EXACT LOCATION OF ANY UNDERGROUND UTILITY.

5) NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR WETLAND SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.

6) SURVEYING CONSULTANTS CERTIFIES TO THE BOUNDARY, TOPOGRAPHIC AND ASBUILT INFORMATION PROVIDED HEREON AS OF THE DATE OF SURVEY. IF THIS DOCUMENT IS TO BE PROVIDED AS A BASE MAP FOR OTHERS, INFORMATION ADDED AFTER THE DATE OF THIS SURVEY IS NOT THE RESPONSIBILITY OF SURVEYING CONSULTANTS.

7) SURVEYING CONSULTANTS DOES NOT PROVIDE ARBORIST SERVICES. TREE IDENTIFICATIONS ARE MADE AS BEST OBSERVANCE/KNOWLEDGE OF A NON-ARBORIST. A CERTIFIED ARBORIST SHOULD BE CONSULTED TO VERIFY TREE IDENTIFICATION, IF IDENTIFICATION OF TREES IS CRITICAL TO DEVELOPMENT.

8) THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE OTHER EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER SIMILAR MATTERS OF PUBLIC RECORD, NOT DEPICTED ON THIS SURVEY.

9) BEARINGS SHOWN ARE ORIENTED TO S.C. GRID COORDINATES BASED ON GPS. VERTICAL AND COORDINATE DATUM IS BASED ON GPS STATIC OBSERVATION WITH NGS-OPUS POST PROCESSING.

10) AS PER THE TOWN OF BLUFFTON UNIFIED DEVELOPMENT ORDINANCE THE BUILDING SETBACK LINES ARE AS PER TABLE 5.8.3.A & TABLE 5.8.3.B, AND THE ADJACENT STREET LANDSCAPE BUFFER IS AS PER SECTION 5.3.7.B.2.B.

REFERENCE PLAT:

SURVEY FOR LEWIS BROWN, TRACT #1 THRU #5, BLUFFTON TOWNSHIP, DATED: 12/09/1995, LAST REVISED: 11/22/1996, BY: HAROLD R. JOHNSON, S.C.R.L.S. NO. 2077, RECORDED: P.B. 73, PG. 26, DATE: 11/26/2000.

PREPARED FOR: THE TOWN OF BLUFFTON

ADDRESS: #1095 MAY RIVER ROAD, BLUFFTON, SC 29910
TAX PARCEL I.D. NO. R610-039-000-0498-0000

SOUTH CAROLINA SURVEYING CONSULTANTS, INC. No.C00835 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED LAND SURVEYOR 11059 TERRY G. HATCHELL

GRAPHIC SCALE
0 20 40 60

BOUNDARY
TREE & TOPOGRAPHIC
SURVEY OF

TRACT #4, #1095 MAY RIVER ROAD

TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 20' DATE: 05/25/2018 JOB NO: SC180077

SURVEYING CONSULTANTS
17 Sherington Drive, Suite C, Bluffton, SC 29910
SC Telephone: (843) 815-3304 FAX: (843) 815-3305
GA Telephone: (912) 826-2775
www.SurveyingConsultants.com
Email: SC@SurveyingConsultants.com

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CREW: TS/TS/DH
CAD: AJ/SC1

COMMUNITY DUMPSTER
(SEE LANDSCAPE DESIGN PLANS)

PERVIOUS PARKING (TYP)
APPROX. 560 SY PERVIOUS GRAVEL MIX TOTAL

RAINGARDEN 2 (RG-2)
WQ STAGE = 1.0'
AVAILABLE WATER QUALITY VOLUME = 1,262 CF
TOB STAGE = 1.5'
TOTAL AVAILABLE VOLUME = 2,047 CF

CONCRETE VAN ACCESSIBLE ADA
PARKING SPACE W/ POST
MOUNTED ADA SIGNAGE (TYP X3)
APPROX. 96 SY CONCRETE TOTAL
PLACE SIGNS IN GRASS BEHIND
SIDEWALK (TYP)

OUT_RG2
NEW 2'X2' (INSIDE DIA.) GRATE INLET
RIM = 19.5'
IE 10"HDPE (W) = 17.5'
SUMP = 16.5'

APPROX. LOCATION
EXISTING 8" BJWSA
SEWER MAIN

APPROX. LOCATION
EXISTING 8" BJWSA
WATER MAIN

STRIPED CROSSWALK
12" WHITE PAINTED STRIPES
5' WIDE BETWEEN STRIPES
INSTALL ADA DETECTABLE WARNING SURFACE ON
BOTH SIDES OF APRON PER SCDOT STANDARD
DRAWINGS 720-929-01/02.

ADA COMPLIANT RAM W/
DETECTABLE WARNING
SURFACE (TYP X3)

120 LF SHALLOW SWALE
@ 1.0%

5' WIDE CONCRETE SIDEWALK (TYP)
APPROX. 340 SY CONCRETE TOTAL

CLUSTER MAILBOX
(SEE LANDSCAPE DESIGN PLANS)

4'x6' CONCRETE PAD

T.B.M. NAIL SET IN 10" GUM
ELEVATION = 18.94'
NAVD 1988

I.O. 5/8"REBAR (ONLINE)

TRACT #5
N/F
LOUIS N. BROWN II
TAX MAP No. R610 039 000 0019 0000

(S13°28'43"W)
S11°26'41"W — 463.04'

NEW 15' BJWSA EASEMENT

NEW 25' BJWSA EASEMENT

NEW 25' BJWSA EASEMENT

NEW 15' BJWSA EASEMENT

TRACT #4
1.780 Ac.
77,552.076 Sq.Ft.

UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7
UNIT 8
UNIT 9
UNIT 10
UNIT 11
UNIT 12

TRACT #3
N/F
LOUIS N. BROWN &
VANESIA BROWN
TAX MAP No. R610 039 000 0499 0000

264.02'
(S89°54'50"E)
S71°56'02"E

50 LF SHALLOW SWALE
@ 2.0%

APPROX. 225 LF OUTFALL DITCH
@ 0.3% LONGITUDINAL SLOPE
BOTTOM WIDTH = 3.0'
HEIGHT = 1.0'

ARMORED OUTFALL SWALE @
1.5% LONGITUDINAL SLOPE
TOP WIDTH = 6.0'
HEIGHT = 1.0'
3:1 (H:V) SIDE SLOPES
APPROX. 22 SY RIP RAP ON
FILTER FABRIC

APPROX. 135 LF OUTFALL DITCH
@ 0.5% LONGITUDINAL SLOPE
BOTTOM WIDTH = 3.0'
HEIGHT = 1.0'

N/F
ARTHUR GADSON
TAX MAP No. R600 039 000 003D 0000

I.O. 5/8"REBAR (DISTURBED)
N:1484436.95
E:2036348.29

I.O. 5/8"REBAR
N:1485227.21
E:2036458.41

I.O. 5/8"REBAR
N:1485269.22
E:2036314.41

PLACE APPROX. 1
CY RIP RAP ON
FILTER FABRIC AT
PIPE OUTLET

142 LF 12" HDPE
@ 0.35%

NEW 22' WIDE ASPHALT
DRIVE AISLE (TYP)
APPROX. 1,490 SY ASPHALT

2' WIDE WHITE PAINTED STOP
BAR IN COMPLIANCE W/ SCDOT
STD DETAIL 625-305-00
& 30" R1-1 POST MOUNTED
STOP SIGN

CONCRETE WHEELSTOP (TYP X10)

RAINGARDEN 3 (RG-3)
WQ STAGE = 0.5'
AVAILABLE WATER QUALITY VOLUME = 2,165 CF
TOB STAGE = 1.0'
TOTAL AVAILABLE VOLUME = 5,211 CF

12" STRAIGHT CURB AT ALL
PARKING ALONG SIDEWALKS
HEIGHT = 4"
APPROX. 411 LF TOTAL

12" FLUSH HEADER CURB TO FULLY
ENCOMPASS ALL PERVIOUS
PARKING SPACES IN ALL AREAS
NOT ABUTTING A SIDEWALK
APPROX. 65 SY TOTAL CONCRETE

8" WIDE CONCRETE WEIR
CREST WIDTH = 6.0'
HEIGHT ABOVE GRADE = 0.5'
PLACE APPROX. 2 CY RIP RAP ON FILTER
FABRIC ON DOWNSTREAM SIDE OF WEIR

EMERGENCY SPILLWAY @
0.5% LONGITUDINAL SLOPE
BOTTOM WIDTH = 20'
HEIGHT = 0.2'
3:1 (H:V) SIDE SLOPES
APPROX. 37 SY RIP RAP ON
FILTER FABRIC

N11°24'13"E — 300.00'
(N13°26'15"E)

60 LF 10" HDPE @
0.67%

100 LF 10" HDPE
@ 1.8%

CB-1
NEW 3'X3' (INSIDE DIA.) GRATE INLET
RIM = 21.0'
IE 10"HDPE (S) = 17.1'
IE 10"HDPE (E) = 17.1'
IE 12"HDPE (N) = 16.9'
SUMP = 15.9'

N/F
THOMAS B. BROWN & OLIVER S. BROWN
TAX MAP No. R610 039 000 019B 0000

EXISTING RESIDENCE

N27°34'10"W — 150.00'
(N27°42'07"W)

N27°35'07"W — 112.87'
(N27°33'05"W)

MAY RIVER ROAD – 66' R/W

RAINGARDEN 1 (RG-1)
WQ STAGE = 1.0'
AVAILABLE WATER QUALITY VOLUME = 302 CF
TOB STAGE = 1.5'
TOTAL AVAILABLE VOLUME = 574 CF

OUT_RG1
NEW 2'X2' (INSIDE DIA.) GRATE INLET
RIM = 21.0'
IE 10"HDPE = 18.9
SUMP = 17.9'

APPROX. LOCATION
EXISTING BJWSA
SEWER MANHOLE

I.O. 5/8"REBAR
N:1479014.24
E:2036507.36

I.O. 5/8"REBAR
N:1479134.34
E:2036394.09

2' WIDE WHITE PAINTED STOP
BAR IN COMPLIANCE W/ SCDOT
STD DETAIL 625-305-00
& 30" R1-1 POST MOUNTED
STOP SIGN

CAREY L

NOTES:
1. CONCRETE DRIVEWAYS, SIDEWALKS, AND CURB MUST COMPLY WITH SECTION 720 OF THE SCDOT STANDARD SPECIFICATIONS (CURRENT EDITION).
2. SEE UTILITY PLAN SHEET 11 FOR ALL UTILITY IMPROVEMENTS

STURRE ENGINEERING
Civil Design & Development

SOUTH CAROLINA — CERTIFICATE OF AUTHORIZATION
STURRE DESIGN & DEVELOPMENT, LLC
No. 6843

SOUTH CAROLINA — LICENSED PROFESSIONAL ENGINEER
No. 40266
NATHAN STURRE

ENGINEER OF RECORD

NATHAN STURRE, P.E.
SC PE# 40266
PO Box 2227
Bluffton, SC 29910
843.929.9432

PREPARED FOR:

WORKFORCE STATE OF MIND, LLC

PROJECT:

1095
MAY RIVER ROAD
TOWNHOMES

HORIZ. DATUM:
STATE PLANE, NAD83
VERT. DATUM: NAVD88

0 10 20 40
SCALE IN FEET

PLAN
HORIZONTAL SCALE 1" = 20'

CALL 811 BEFORE YOU DIG
811
SAFE DIGGING PARTNER

REV #	DATE	DESCRIPTION

DATE 8/15/2023

SHEET NAME
SITE IMPROVEMENTS PLAN

SHEET NO.
9

Attachment 5

Proposed Motion

Consideration of an Ordinance Authorizing the Conveyance of Certain Real Property Owned by the Town of Bluffton to Workforce State of Mind, LLC, Located at 1095 May River Road and Consisting of 1.78 Acres, More or Less, and Identified as Beaufort County Tax Map No. R610 039 000 0498 0000; and, Authorizing the Execution and Recording of Associated Documents

*"I move to **[Approve, Approve as Amended, Deny]** Second and Final Reading of an Ordinance Authorizing the Conveyance of Certain Real Property Owned by the Town of Bluffton to Workforce State of Mind, LLC, Located at 1095 May River Road and Consisting of 1.78 Acres, More or Less, and Identified as Beaufort County Tax Map No. R610 039 000 0498 0000; and, Authorizing the Execution and Recording of Associated Documents"*

TOWN COUNCIL
STAFF REPORT

MEETING DATE:	May 14, 2024
PROJECT:	Formal Item: Consideration of an Ordinance Approving the Town of Bluffton Fiscal Year 2025 Proposed Consolidated Budget – First Reading
PROJECT MANAGER:	Stephen Steese, Town Manager

REQUEST:

Town Council approves the first reading of the Ordinance for the Town of Bluffton FY 2025 Consolidated Budget of $90,476,863, guided by the Town Mission statement and the Town of Bluffton Strategic Plan Action Agenda for FY 2025.

BACKGROUND AND DISCUSSION:

This financial plan supports our Bluffton Town Vision that states, "Bluffton, the Heart of the Lowcountry, a Town that appreciates the past, focuses on today and is planning together for a greater future." This financial plan provides the resources and staff for all our commitments to making Bluffton a better place.

The consolidated budget concentrates on the Town of Bluffton Strategic Plan Priority Focus Areas that include May River & Surrounding Rivers and Watersheds, Town Organization, Economic Growth, Fiscal Sustainability, Community Quality of Life, Housing, and Infrastructure.

The consolidated budget for FY2025 consists of six major funds, which includes two Special Revenue Funds, Hospitality Tax Fund and Local Accommodations Tax Fund, as well as the General Fund, the Stormwater Fund, the Capital Improvements Program (CIP) Fund, and the Debt Service Fund.

The proposed consolidated budget is a decrease of 2.1% or $1,949,551 from the revised FY2024 budget. The budget keeps the tax millage rate the same at 36.0, which reflects General Fund mills of 34.3 and Debt Service Fund mills of 1.7 mills.

There are changes proposed to the Master Fee Schedule in Section VII – Stormwater Management Fees due to inconsistences for the following:

- Update Item/Description Title from "Erosion Control Inspection & Re-Inspection Fees" to "Erosion Control Inspection Fees" as there is a separation Re-Inspection section just below.
- Re-Inspection Resulting for Notice of Violation Fee
    - Residential <1 acre (not part of subdivision) from $150 to $200
    - Remove "$200.00 to remove Stop Work Order"
        - From Residential <1 acre (not part of subdivision)
        - From Residential (single family or subdivision), Multi-family, or Non-Residential per disturbed acre (round up to the next whole acre

CURRENT STATUS:

The General Fund accounts for and reports the financial resources for the Town's primary operating fund. Principal sources of revenue are property taxes and licenses and permit fees. The General Fund budget is 35.7% or $32,324,440 of the consolidated budget. Budget details are available in the attached Executive Consolidated Budget Summary.

Hospitality Tax Fund is used to account for the local hospitality tax fees of two percent (2%) by the Town for use in tourism related expenditures and related Capital Improvements Projects. The Hospitality Tax Fund proposed budget is $8,248,866 or 9.1% of the consolidated budget and supports transfers to the General Fund and Capital Improvement Program Fund for allowable projects and expenditures. Budget details are available in the attached Executive Consolidated Budget Summary.

Local Accommodations Tax Fund is used to account for the local accommodations tax fees of three percent (3%) by the Town for use in tourism related expenditures and related Capital Improvements Projects. The Local Accommodations Tax Fund proposed budget is $2,165,606 or 2.4% of the consolidated budget and supports transfers to the General Fund and Capital Improvement Program Fund for allowable projects and expenditures. Budget details are available in the attached Executive Consolidated Budget Summary.

The Stormwater Fund accounts for and reports the financial resources of all stormwater-related expenditures including Watershed Management staffing and operations, routine watershed maintenance and capital projects. The primary source of revenue is stormwater utility fees. The Stormwater Fund budget is 4.4% or $4,017,671 of the consolidated budget and includes a transfer to the Debt Service Fund to pay the principal and interest on General Obligations bonds issued for stormwater and sewer projects. Budget details are available in the attached Executive Consolidated Budget Summary.

Capital Improvement Program (CIP) Fund accounts for and reports financial resources that are restricted, committed or assigned to expenditures for capital outlays including the land acquisition and/or construction of capital facilities and other capital assets. Capital projects are primarily non-recurring in nature. All capital categories require a unit cost threshold of greater than $5,000, except roads, buildings, and computer software (recorded in the general fund) whose threshold is $50,000. The CIP budget is 36.8% or $33,268,114 of the consolidated budget and supports diversified projects throughout our Bluffton neighborhoods. Budget details are available in the attached Executive Consolidated Budget Summary.

Debt Service Fund accounts for the accumulation of resources for the payment of interest and principal on general long-term debt obligations. The primary source of revenue is property tax and bond proceeds. The Debt Service Fund budget is $10,452,166 or 11.6% of the consolidated budget and supports the debt service for the 2014 and 2022 Tax Increment Revenue Bonds, 2020 General Obligation Bond for the Law Enforcement Center at Buckwalter Place, 2020A General Obligation Bond for Stormwater Capital Projects, a transfer to the Capital Improvement Program Fund for allowable projects, and future debt payments and allowable expenditures. Budget details are available in the attached Executive Consolidated Budget Summary.

NEXT STEPS:

- May 16, 2024 Town Council Budget Workshop at 5:00 pm
- May 30, 2024 Town Council Budget Workshop at 5:00 pm
- June 11, 2024 Town Council Meeting at 5:00 pm – Public Hearing and Second and Final Reading

ATTACHMENTS:

1. FY2025 Proposed Consolidated Budget Executive Summary
2. Ordinance for Fiscal Year 2025 Budget
    - Attachment A: General Fund Proposed Budget
    - Attachment B: Hospitality Tax Fund Proposed Budget
    - Attachment C: Local Accommodations Tax Fund Proposed Budget
    - Attachment D: Stormwater Fund Proposed Budget
    - Attachment E: Capital Improvement Program Fund Proposed Budget
    - Attachment F: Debt Service Fund Proposed Budget
    - Attachment G: Consolidated Proposed Budget
    - Attachment H: Master Fee Schedule

Town of Bluffton, South Carolina

PROPOSED CONSOLIDATED MUNICIPAL BUDGET

For the Fiscal Year Ended June 30, 2025

www.TownofBluffton.sc.gov

Town of Bluffton, South Carolina
Consolidated Municipal Budget
Fiscal Year
July 1, 2024 through June 30, 2025

Elected Officials

Mayor - The Honorable Larry Toomer

Council Members:
Mayor Pro Tempore – Dan Wood
Emily Burden
Bridgette Frazier
Fred Hamilton

Appointed Officials

Stephen Steese – Town Manager
Terry A. Finger – Town Attorney
Honorable Clifford Bush III, Chief Municipal Court Judge

Senior Management

Chris Forster	Assistant Town Manager
Heather Colin	Assistant Town Manager
Marcia Hunter	Town Clerk
Joseph Babkiewicz	Chief of Police
Anni Evans	Director of Human Resources
Derrick Coaxum	Director of Public Services
Lisa Cunningham	Clerk of Court
Kevin Icard	Director of Growth Management
Kim Jones	Director of Projects and Watershed Resilience
Natalie Majorkiewicz	Director of Finance
David Nelems	CEO, Don Ryan Center for Innovation
Tracye Stormer	Chief Technology Officer

Table of Contents

The Covenant for the Town of Bluffton	3
Strategic Plan Summary	4
Why Does the Town Prepare a Budget	5
Area Map	6
Town of Bluffton at a Glance	7
Organizational Chart	13
Budget Highlights	14
Property Tax Overview	15
FY 2025 Consolidated Budget Summary	16
Where Our Funding Comes From	18
Where Our Resources Go	19
Town Workforce	20
Capital Improvement Program Fund (CIP) Projects	21
Expenditure Budget by Fund	23

The Covenant for the Town of Bluffton

As citizens of Bluffton, South Carolina, we hold the following to be true:

That social, cultural and economic diversity and inclusiveness are the essence of our community;

That we bear responsibility for the stewardship of nature's blessings entrusted to us in Bluffton and along the May River;

That freedom and civic duty work hand-in-hand to create a culture of individuality and a sense of community;

That our natural, physical and cultural history are worthy of our protection as trustees in order for us to embrace our future.

Acknowledging these truths, we aspire to the following goals:

To build upon our historic foundation a future that celebrates diversity, nurtures neighborliness and ensures a future of opportunity for generations to come;

To enhance the natural beauty and the quality of the May River and its watershed;

To protect the architectural heritage of Old Town Bluffton;

To enhance the canopy of trees and natural landscape throughout Bluffton;

To engage the creative human spirit and the arts within Bluffton;

To protect and enhance the oyster, shrimping, and fishing opportunities of the May River;

To provide housing opportunities for all citizens that are decent, affordable, and Bluffton beautiful.

To nurture a respect for each citizen.

Strategic Plan Summary

A Mayor and Council Strategic Planning Workshop was held in November 2023. The workshop identified planning objectives and actions that provide policy guidance in managing and directing the application of Town resources into a list of Strategic Plan Focus Areas. These focus areas are designed to keep the organization's priorities from getting distracted by what may appear to be competing opportunities. This strategic focus will drive policy decisions and priorities for the town. The Town of Bluffton's Strategic Focus Areas are:

1. Affordable and/or Workforce Housing
2. Community Quality of Life
3. Economic Growth
4. Fiscal Sustainability
5. Infrastructure
6. May River and Surrounding Rivers and Watersheds, and
7. Town Organization

Bluffton's Vision Statement

Bluffton, the Heart of the Lowcountry,

a Town that appreciates the past, focuses on today

and is planning together for a greater future.

It reflects a welcoming and inclusive community, committed to retaining its historic nature, livable neighborhoods, active lifestyle and respect for the May River. Town Council and Town Staff are committed to work together to create a great community now and one that is also sustainable for the generations to come.

Bluffton's Mission Statement

We take care of our citizens, the Town and each other

by continuously making our community and organization better.

This statement reflects its commitment to people and processes by:

1. Providing excellent services by continuously looking for improvements in services using best practices.
2. Providing award winning fiscal management services to our citizens.
3. Providing exceptional customer service that is focused on solutions and meeting the needs of our citizens.
4. Providing meaningful public engagement opportunities for our community.
5. Providing a work environment committed to teamwork, communication, transparency, ethical behavior and progressive compensation to help employees reach their full potential.
6. Providing and using performance measures to determine if our services are getting the intended results.

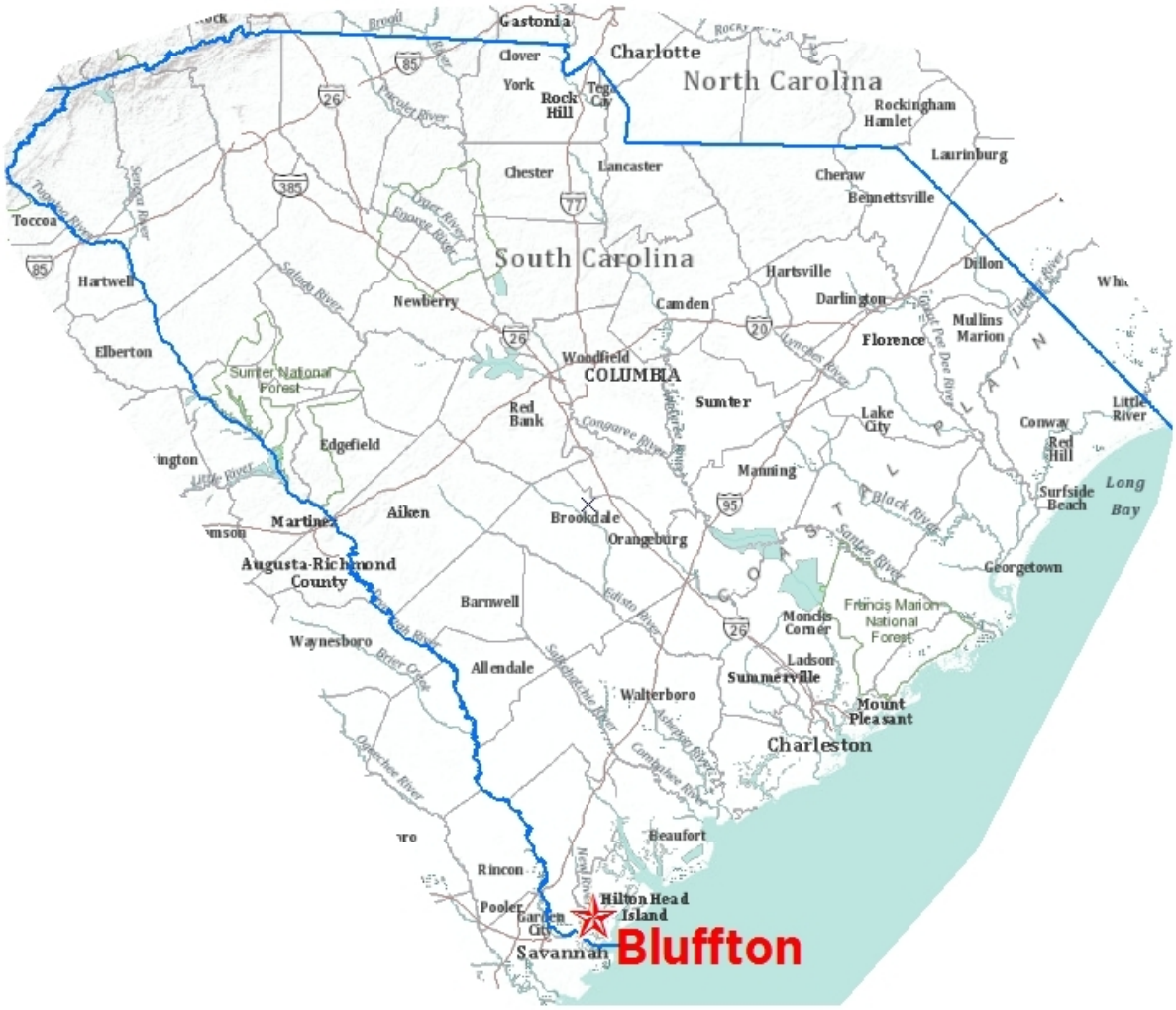
Why Does the Town Prepare a Budget?

1. Establishes priorities to determine how resources will be allocated among the Town's programs and services.
2. Identifies the costs of providing programs and services.
3. Establishes the amount of revenue projected to be available, and subsequently sets limitations on the amount of expenditures that can be supported.
4. Aligns allocated funding with Strategic Plan Action Agenda priorities established by Town Council.
5. Provides budgetary targets to compare with actual revenues and expenditures throughout the year.

The State of South Carolina requires Town Council to adopt an annual balanced budget ordinance prior to July 1. The Town's annual budget is developed in conjunction with feedback from citizens, various boards and commissions including the Town's Planning Commission, the Mayor and Council, the Town Manager, and each department within the Town. Town Council adopts the budget via two readings of the Consolidated Budget Ordinance as well as a public hearing. The first reading is held in May, and the second reading and associated public hearing is held in June. Town Council also holds two budget workshops to review projected revenues, expenditure requests, programs, services, and capital projects.

Area Map

The Town of Bluffton is located in Beaufort County, a southern coastal county in South Carolina. It is situated on a high bluff overlooking the May River, a pristine waterway that has strongly contributed to the Town's history, industry, and recreational opportunities. Bluffton is located just 12 miles west of Hilton Head Island, SC and roughly 20 miles northeast of Savannah, GA.



Town of Bluffton at a Glance

The Town of Bluffton, settled in 1825, was approximately one square mile when originally incorporated in 1852 as a summer coastal retreat. The town is rich with historical significance. The Calhoun Street Steamboat landing served as a stopover for travelers making their way between Savannah, Beaufort and Charleston. However, on June 4, 1863, Bluffton suffered devastation when Union troops carried out "The Burning of Bluffton" by setting fire to nearly everything in town, leaving only two churches and 15 private residences. Prior to the Civil War, there were 60 brick and mortar buildings in the town. In 1996, the Bluffton Historic District was listed in the National Register of Historic Places. In 2007, the local Old Town Bluffton Historic District, covering the original one square mile of the town, was established by Town Council.

After a series of annexations, which began in 1987, the Town of Bluffton is now 54 square miles and has seen the population increase from 738 to over 32,000 today. While the population numbers still classify Bluffton as a small town, in terms of police and planning purposes, the town serves a daily population of 50,000 to 60,000 when tourists and visitors to the town are included.

Most of Bluffton's 54 square miles is already master planned. Ninety-two percent (92%) of Bluffton is covered by development agreements, though it is only about 57% built-out. This means that the town must plan to continue to facilitate steady growth for the foreseeable future.

Recent Awards and Recognitions:

- **#1 "Safest City" in South Carolina** *Safety.com, December 2020*
- **#2 "Safest Places to Live in South Carolina"** *Money, Inc, August 2020*
- **#4 "Safest City" in South Carolina** *Safewise, May 2020*
- **#2 "Safest City" in South Carolina** *National Council for Home Safety & Security, March 2020 and SafeWise in 2022.*
- **#1 "Safest City" in South Carolina** *The Home Security Advisor, 2019*
- **#4 "Safest City" in South Carolina** *HomeSnacks, 2019*
- **#8 The South's Best Small Towns** *Southern Living Magazine, April 2019*
- **Standard & Poor's Rating** upgraded the Town of Bluffton bond rating to AA+, the second-highest rating for a municipality.
- **2018 Preserving Our Places in History award, The Garvin-Garvey House Rehabilitation Project** *South Carolina African American Heritage Commission, April 2019*
- **2019 Municipal Achievement Award** 10,001-20,000 Two Streetscapes, One Historic District: Two Streetscape Projects Unify Bluffton's Historic District Providing Walkability & Connectivity, *Municipal Association of South Carolina (MASC), July 2019*
- **2020 Citation Award for Adaptive Reuse and Preservation, The Garvin-Garvey House Rehabilitation Project** *South Carolina chapter of the American Institute of Architects (ALASC), November 2020*

Town of Bluffton at a Glance (Continued)

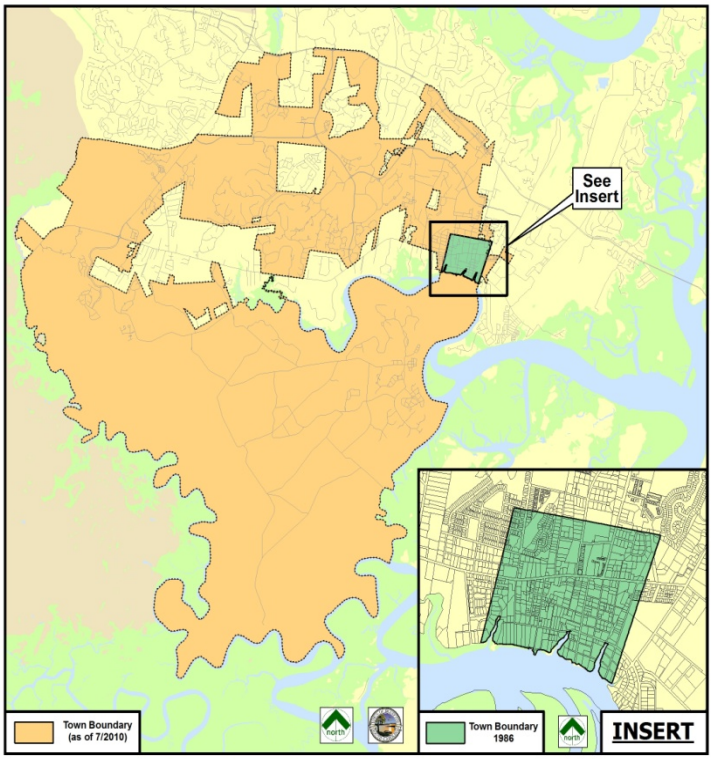
Recent Awards and Recognitions (continued):

- *2023 Municipal Award – Neighborhood Assistance Program*
- **2022 Municipal Achievement Award, Public Service Category** Mental Health & Wellness Program
- **2022 Excellence in Government Finance** *Government Finance Officers Association of the United States and Canada* the Town's Establishing a New Fund Balance and Capital Asset Reserve Policy
- **Distinguished Budget Presentation Award** *Government Finance Officers Association of the United States and Canada, every year since 2011. Received special recognition for the Town's long-range operating financial plans for FY2024.*
- **Certificate of Achievement for Excellence in Financial Reporting Award for the Comprehensive Annual Financial Report** *Government Finance Officers Association of the United States and Canada, every year since 2008.*
- **Award for Outstanding Achievement in Popular Annual Financial Reporting** *Government Finance Officers Association of the United States and Canada, every year since 2011.*
- **Triple Crown Winner** *Government Finance Officers Association of the United States and Canada, only 317 governments received the award in 2022.*

Bluffton is also home to Palmetto Bluff, a 19,271-acre world-renowned residential community and resort, which consistently receives top awards and accolades. Palmetto Bluff celebrated its grand debut of Montage Palmetto Bluff in August 2016. Montage Palmetto Bluff is AAA 5-diamond resort with 200 rooms, 6 dining locations, 13,000 square foot spa, and many other resort amenities. Below is a list of awards and accolades for this award-winning resort:

- **Five Diamond Hotel** *AAA Five-Diamond Awards, 2023*
- **Four Diamond Restaurant, River House** *AAA Five-Diamond Awards, 2023*
- **Most Luxurious Accommodations North America** *AAA Five-Diamond Awards, 2021, 2017, 2016, 2015, 2014, 2013 and 2012*
- **Five Star Hotel** *Forbes Five-Star Awards, 2023*
- **Five Star Spa** *Forbes Five-Star Awards, 2023*
- **Best Golf Resorts in The Carolinas** *Golf Digest, Editors' Choice Best Resorts | The Americas, 2022 and 2017*
- **The Best New Hotels in the World** *Travel & Leisure, World's Best Awards, 2019 and 2017*
- **The Best Hotels and Resorts in the U.S. and Canada** *Conde Nast Traveler Gold List, 2022 and 2020*
- **Best Hotels in the USA** *U.S. News and World Report, 2023, 2021, 2020 and 2018*
- **#1 Top 20 Resorts in the South** *Conde Nast Traveler Readers' Choice Awards, 2022*
- **#10 Top 20 Best Resorts in the World, USA** *Conde Nast Traveler Readers' Choice Awards, 2022*
- **Top 10 South Carolina Resort Hotels** *Travel & Leisure, World's Best Awards, 2022, 2021, 2020, and 2017*

Town of Bluffton at a Glance (Continued)



Bluffton expanded its territory by more than 32,000 acres primarily through annexation of four tracts of undeveloped land (Palmetto Bluff, Shults tract, Buckwalter tract, and Jones tract). Coupled with the Buck Island/Simmonsville area annexation and several auxiliary annexations (Bluffton Village, Village at Verdier, Shultz-Goethe Road Area, and Willow Run). ***The Town of Bluffton is now approximately 54 square miles in area, becoming the fifth largest town in South Carolina by land area***. These annexations have created a challenge for government officials and citizens to preserve the Town's rich historical heritage, high quality of life, and unique coastal culture.

Government Profile

The Town operates under the council-manager form of government. Policy-making and legislative authority are vested in a governing council (Council) consisting of a mayor and four (4) other members. Members of Council are elected for a term of four (4) years. Council is primarily responsible for setting polices, passing ordinances, adopting the budget, appointing committees, and hiring the Town's manager, municipal judges, and attorney. The Town Manager, acting as chief executive officer, carries out the policies and ordinances of the Council, oversees the day-to-day operations of the Town, appoints the heads of various departments, and manages Town staff members.

The Town is empowered to levy a property tax on both real and personal property located within its boundaries. The Town also has the power by statute to extend its corporate limits by voluntary annexation as deemed appropriate by Council.

Town of Bluffton at a Glance (Continued)

Local Economy

The Town has responded to its anticipated growth by collecting fees from developers to shield existing residents from the costs associated with growth. The budgeted amount for FY 2025 is $342,761.

In 2005, the Town began construction of the May River Technical Park (Tech Park) in Buckwalter Place. The vision was to have an integrated mixed-use, technology-based business center near the intersections of the new Bluffton and Buckwalter Parkways for easy access both from its residents and visitors.

In June of 2006, the Town entered into a building construction and operating agreement with eviCore National (the nation's leading health insurance benefits organization) for the construction of an office building containing up to 49,000 square feet in the Tech Park, allowing eviCore to expand its presence in South Carolina. eviCore, a medical diagnostic imaging company, is a provider of healthcare specialty benefits management solutions to America's health plans. The construction of this building and the Tech Park project was completed in June of 2008. In 2010, construction of a second two-story building, serving as National Headquarters for eviCore and encompassing approximately 35,000 additional square feet, was completed. To date, more than 500 jobs have been created.

In November of 2015, Town of Bluffton Mayor Lisa Sulka announced the signing of a public-private partnership agreement between the Town of Bluffton, the Bluffton Public Development Corporation, and Southeastern Development Associates (formerly known as Blanchard and Calhoun Commercial) that will further develop Buckwalter Place Commerce Park (previously Tech Park). The agreement provides for continued public infrastructure investment supportive of this multi-county commerce park.

Town of Bluffton at a Glance (Continued)

Local Economy (continued)

The Town, along with Beaufort County and Jasper County, have formed a multi-county industrial park and entered into a public-private development contract with plans to develop a multi-use property, including a Kroger grocery store as the anchor surrounded by general commercial, retail and office space, and a culinary institute.

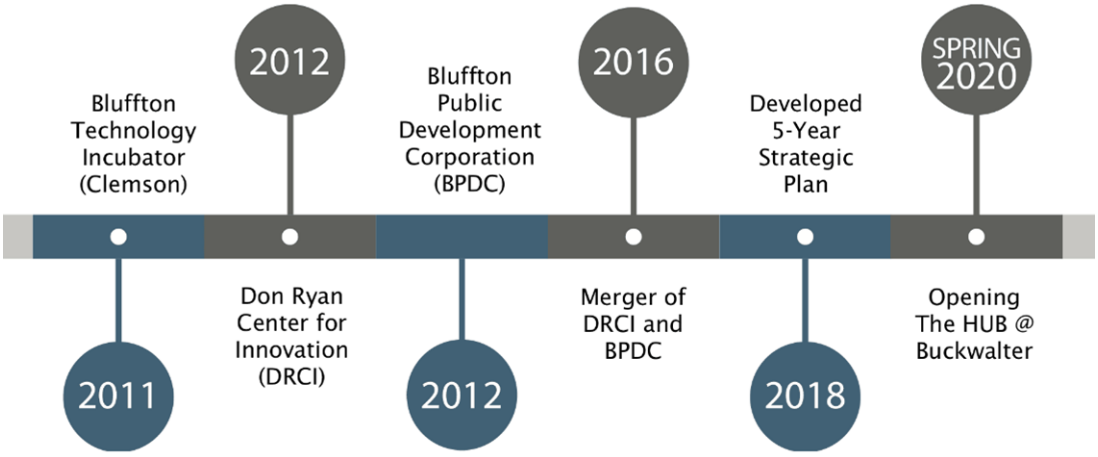
In September of 2023, the Town amended its Ordinance to establish an economic development incentives program to attract certain high demand services and commercial needs of the Town. In February of 2024, the Town awarded its first economic development agreement with Solomon Property Holdings SC, LLC that intends in invest an estimated $10,800,000 for a 15,000 square foot health and wellness facility that is expected to employ 67 full-time positions.

The Don Ryan Center for Innovation (DRCI) was established in mid-2012 as a 501(c)(3). The corporation's mission is to function as a business incubator to grow Bluffton's and the surrounding region's economic base by helping innovative start-up or early-stage companies. The organization expanded into partnerships with Beaufort County Schools, USCB, TCL, SCAD and the City of Beaufort to promote and support innovation and entrepreneurship for the purposes of economic development.

The Bluffton Public Development Corporation (BPDC) was established as a 501(c)(3) in late 2012 by Town leaders to pursue economic development within the Town. The corporation's mission is to accept, buy, sell, develop, mortgage, and transfer real and personal property including development rights. Its two other objectives are to assist in the town's economic development and undertake activities designed to promote and support the May River and other watershed cleanup efforts of the town.

Town of Bluffton at a Glance (Continued)

Local Economy (continued)



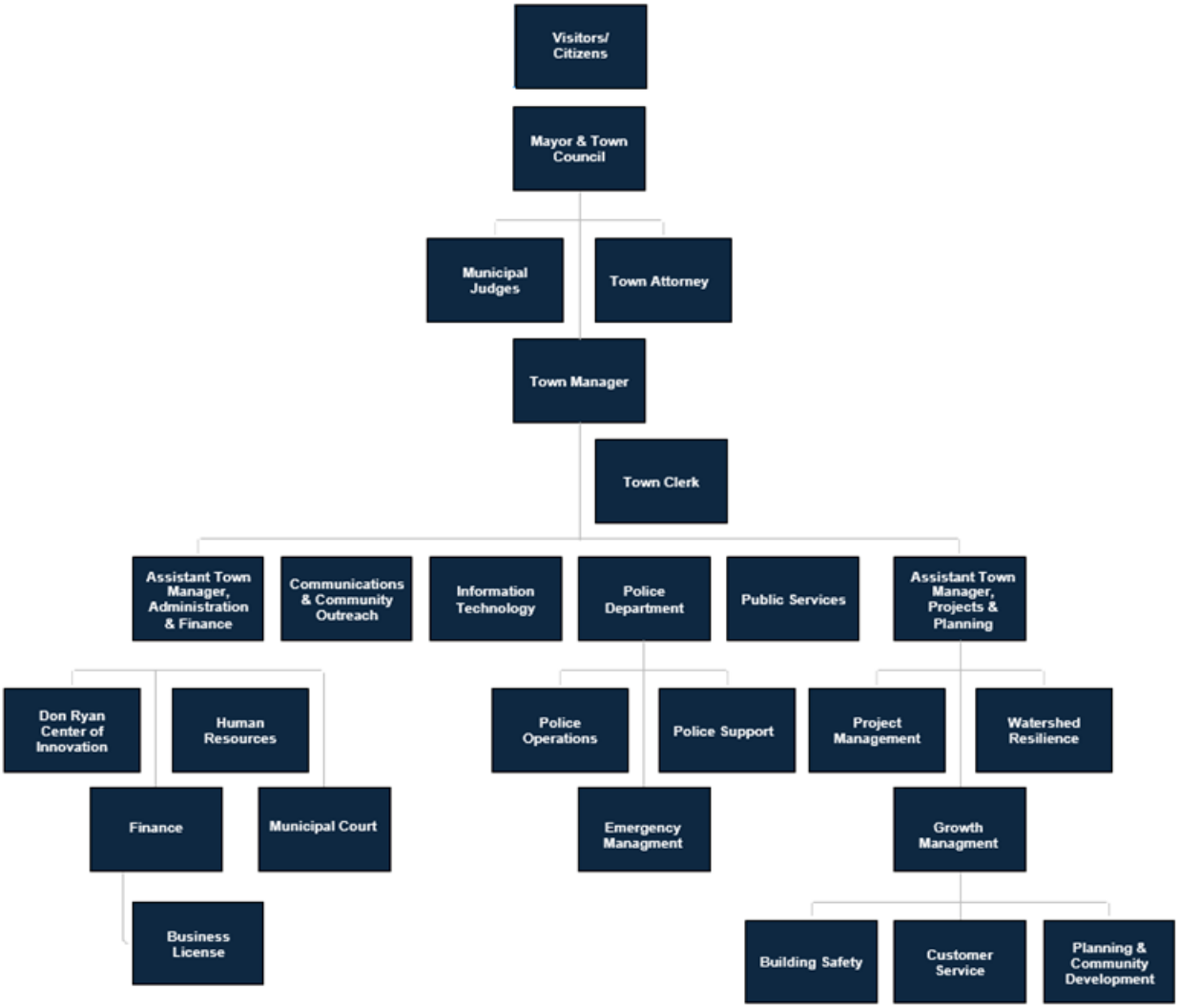
Both organizations have matured and evolved to reflect the needs of the Town and the region. Since both work in the realm of economic development, Town Council has authorized the merger of these entities by adoption of a resolution on December 13, 2016 into a single entity known as the Don Ryan Center for Innovation, Inc. Contact Don Ryan Center for Innovation https://www.**donryancenter**.com to discover how we can help you make a difference.

In FY2020, the DRCI moved into, "The Hub," to serve as a catalyst for creativity, focus, and connection. More than just a place to work, this is a place to find community. Good things happen when people innovate together. The HUB at Buckwalter Place Commerce Park is the premier, knowledge-based center for innovation and economic development in Beaufort County.

This groundbreaking facility is much more than a building, but an innovation in regional economic development offering:

1. Business Incubation
2. Business Retention
3. Business Expansion
4. Business Recruitment
5. Workforce & Entrepreneurism Partnerships

Organizational Chart



Budget Highlights

The proposed budget, totaling $90,476,863, keeps the Town healthy financially while still moving forward through program enhancements and a robust capital projects schedule with realistic revenue projections and an operating budget that advances key initiatives.

- ✓ Exceeds all essential levels of fund balance reserves for a healthy financial position
- ✓ Aaa Bond Rating – Moody's and AA+ Bond Rating – Standard and Poor's
- ✓ Capital Projects Diversified Throughout Bluffton Neighborhoods
- ✓ May River Watershed Action Plan and Municipal Separate Storm Sewer System (MS4) Program Implementation
- ✓ Supports existing Community Policing, Planning and Community Development, Economic Development, and Other Programs
- ✓ Includes 2% cost of living, classification and compensation adjustment, and 2% midyear merit increase for employees
- ✓ Supports staffing changes described on page 20
- ✓ Includes Health Benefit cost increase

The Council priority programs for FY2025 include Affordable Housing, through a committee formed in FY2020 and is funded in the amount of $400,000 in the General Fund to assist income-qualified residents with minor home repairs, as well as property maintenance, to include abatement of unsafe structures, property clean-up and septic repair, and dangerous tree removal. In the Capital Improvement Project Fund, there is $1,478,480 budgeted to assist in the development of workforce and/or affordable housing.

Other initiatives include funding for the Historic Preservation Program, enhanced employee programs that include a cost of living, classification and compensation adjustment, and mid-year merit increases, health and wellness opportunities, community and civic outreach through increased events, and a robust police retention and recruitment program.

The adopted budget invests in civic space, Town facilities, and environmental initiatives. Just over $33 million of capital projects are in the FY2025 proposed budget. These projects include significant investment planned in public infrastructure in parks improvements with the largest at the New Riverside Barn Park with the assistance of the 2022 TIF Bond. Additionally, multiple projects are planned with a focus on sewer and watershed protection.

Property Tax Overview

Estimated 2024 Beaufort County Tax Bill for Average Bluffton Home Appraised Value

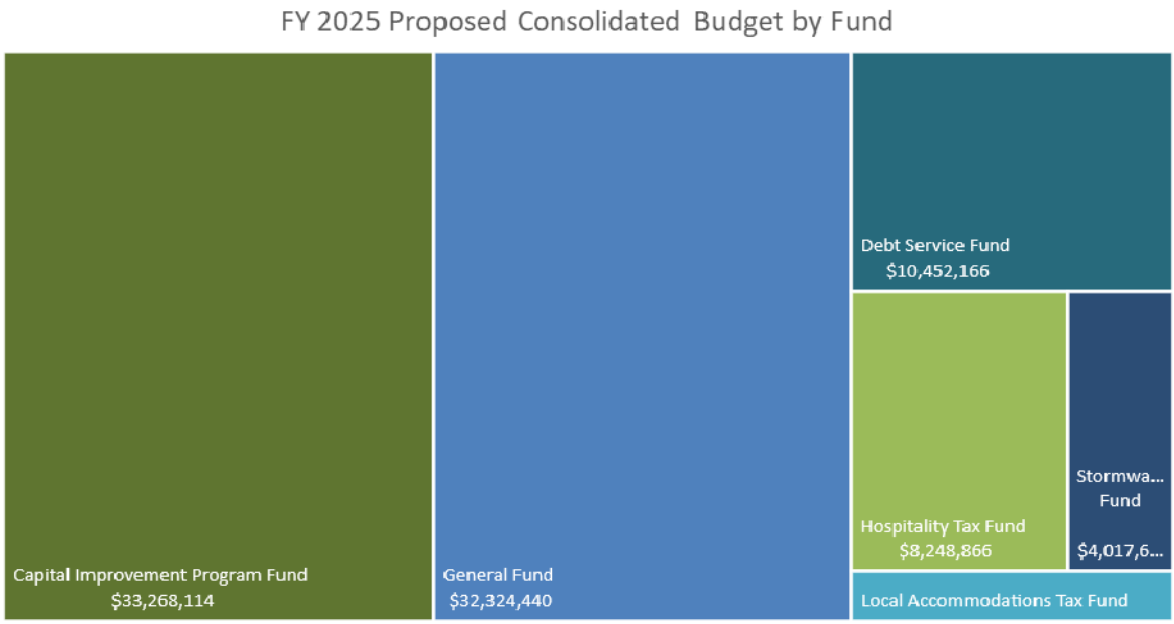
Home Appraised Value	$ 390,500	$ 390,500
Resident Assessed Value	4%	6%

610 Town of Bluffton	Millage	Property Tax & Fees	Property Tax & Fees
County Operations	42.3	$ 660.73	$ 991.09
Capital Improvement (NEW)	2.4	37.49	56.23
Solid Waste & Recycling (NEW)	3.7	57.79	86.69
Higher Education USCB/TCL (NEW)	2.2	34.36	51.55
Indigent Care Bft Memorial Hosp (NEW)	0.4	6.25	9.37
Indigent Care Bft/Jasper Comp (NEW)	0.4	6.25	9.37
Ecomonic Development (NEW)	0.3	4.69	7.03
County Debt	3.4	53.11	79.66
County Purchase Prop	4.4	68.73	103.09
*School Operations	121.8	-	2,853.77
School Debt	36.3	567.01	850.51
Bluffton Fire District	26	406.12	609.18
Town of Bluffton Operations	34.3	535.77	803.65
Town of Bluffton Debt	1.7	26.55	39.83
Stormwater (SW) Municipal District Fee		115.00	115.00
Stormwater (SW) County Fee		4.49	4.49
Total	279.6	$ 2,584.33	$ 6,670.52

*School Operations applicable to nonresidents and commercial taxpayers.

$390,200 averaged appraised home value from Census.gov quickfacts.

FY 2025 Consolidated Budget Summary



Fund	FY 2024 Revised Budget	FY 2025 Proposed Budget	% Change	% of Budget
General Fund	$ 31,708,283	$ 32,324,440	1.9%	35.7%
Hospitality Tax Fund	8,492,952	8,248,866	-2.9%	9.1%
Local Accommodations Tax Fund	3,298,298	2,165,606	-34.3%	2.4%
Stormwater Fund	3,386,019	4,017,671	18.7%	4.4%
Capital Improvement Program Fund	37,637,638	33,268,114	-11.6%	36.8%
Debt Service Fund	7,903,224	10,452,166	32.3%	11.6%
Total Consolidated Budget	**$ 92,426,414**	**$ 90,476,863**	**-2.1%**	**100.0%**

Fund Types

General Fund

The Town's primary operating fund and is used to account for all Town financial resources except those to be accounted for in another fund. Principal sources of revenue are property taxes and licenses and permit fees.

Hospitality Tax Fund

Accounts for the local hospitality taxes collected by the Town for use in tourism-related expenditures and related Capital Improvements Projects. The tax is equal to two percent (2%) on the gross sales of prepared meals and beverages.

Local Accommodations Tax Fund

Accounts for the local accommodation taxes collected by the Town for use in tourism-related expenditures and related Capital Improvements Projects. The tax is equal to three percent (3%) on the gross proceeds derived from the rental or charges for sleeping accommodations.

Fund Types (Continued)

Stormwater Fund

Accounts for and reports the financial resources of all stormwater-related expenditures including routine maintenance and capital projects. The primary source of revenue is stormwater utility fees and state and federal grants.

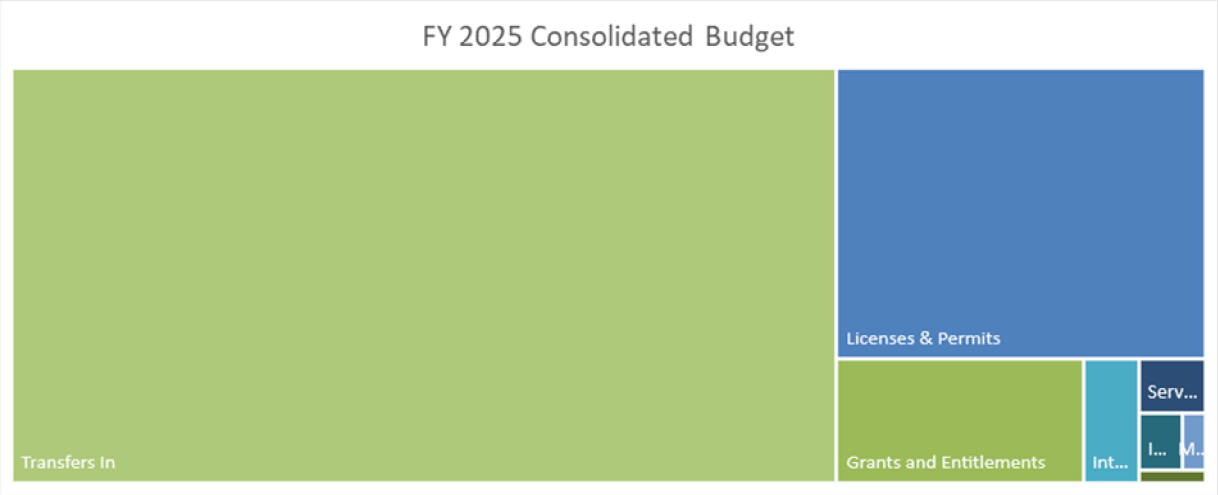
Capital Improvements Program (CIP) Fund

Accounts for and reports financial resources that are restricted, committed or assigned to expenditures for capital outlays including the acquisition or construction of capital facilities and other capital assets. In addition to funding with bond proceeds and intergovernmental revenue such as state and federal grants, hospitality tax fees fund tourism-related projects. Capital Projects are primarily non-recurring in nature. All capital categories require a cost threshold of greater than $5,000 except for roads, buildings and computer software (recorded in general fund) with a threshold of greater than $50,000.

Debt Service Fund

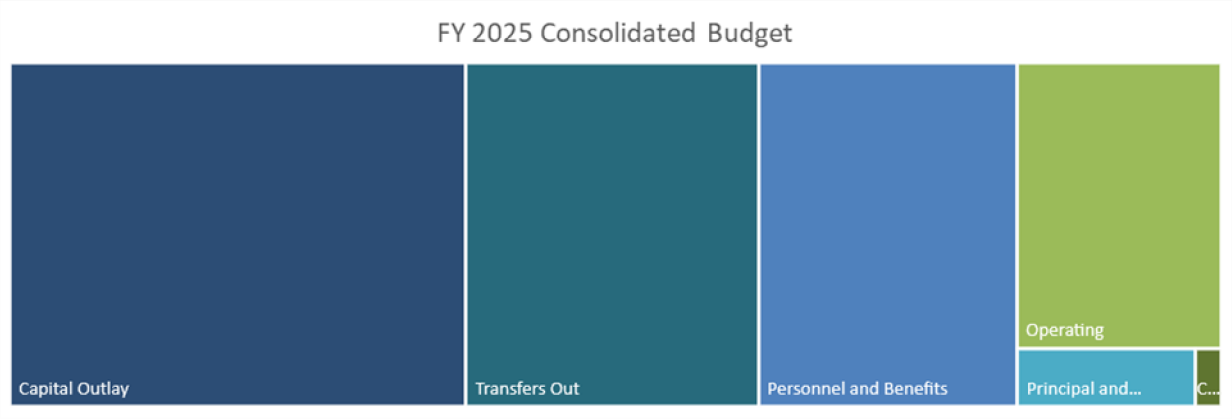
Accounts for the accumulation of resources for the payment of interest and principal on general long-term debt obligations. The primary source of revenue is property tax and bond proceeds.

Where Our Funding Comes From



Revenues	FY 2024 Revised Budget	% of Budget	FY 2025 Proposed Budget	% of Budget	$ Budget Change	% Budget Change
Property Taxes	$ 12,873,486	13.9%	$ 15,159,600	16.8%	$ 2,286,114	17.8%
Local Hospitality & Accommodations Taxes	5,372,036	5.8%	5,458,677	6.0%	86,641	100.0%
Licenses & Permits	15,490,934	16.8%	15,202,659	16.8%	(288,275)	-1.9%
Grants and Entitlements	2,239,292	2.4%	4,274,456	4.8%	2,035,164	90.9%
Intergovernmental	2,444,099	2.6%	961,608	1.1%	(1,482,491)	-60.7%
Service Revenues	811,680	0.9%	492,860	0.5%	(318,820)	-39.3%
Fines & Fees	115,000	0.1%	115,000	0.1%	-	0.0%
Interest Income	42,900	0.1%	350,000	0.4%	307,100	715.9%
Miscellaneous Revenues	120,000	0.1%	185,915	0.1%	65,915	54.9%
Sub-Total Revenues	**39,509,427**	**42.7%**	**42,200,774**	**46.6%**	**2,691,347**	**6.8%**
Transfers In	52,916,987	57.3%	48,276,088	53.4%	(4,640,899)	-8.8%
Sub-Total Other Financing Sources	**52,916,987**	**57.3%**	**48,276,088**	**53.4%**	**(4,640,899)**	**-8.8%**
Total Consolidated Revenues	**$ 92,426,414**	**100.0%**	**$ 90,476,863**	**100.0%**	**$ (1,949,552)**	**-2.1%**

Where Our Resources Go



Expenditures	FY 2024 Revised Budget	% of Budget	FY 2025 Proposed Budget	% of Budget	$ Budget Change	% Budget Change
Personnel and Benefits	$ 17,976,186	19.5%	$ 19,351,926	21.4%	$ 1,375,740	7.7%
Operating	10,198,648	11.0%	12,620,985	13.9%	2,422,337	23.8%
Principal and Interest	2,374,041	2.6%	2,268,058	2.5%	(105,983)	-4.5%
Capital Outlay	1,012,217	1.1%	1,127,940	1.2%	115,723	11.4%
Economic Development Projects	3,504,420	3.8%	3,204,420	3.6%	(300,000)	-8.6%
Park Projects	11,530,565	12.5%	11,551,150	12.8%	20,585	0.2%
Road Projects	3,475,572	3.8%	3,370,513	3.7%	(105,059)	-3.0%
Facilities Projects	2,480,861	2.7%	2,531,432	2.8%	50,571	2.0%
Information Technology Infrastructure Projects	208,471	0.2%	436,000	0.5%	227,529	109.1%
Land Acquisition	4,993,220	5.4%	2,959,387	3.3%	(2,033,833)	-40.7%
Stormwater and Sewer Projects	9,190,625	9.9%	7,419,732	8.2%	(1,770,893)	-19.3%
Housing Projects	1,676,044	1.8%	1,478,480	1.6%	(197,564)	-11.8%
Sub-Total Expenditures	**68,620,870**	**74.3%**	**68,320,023**	**75.5%**	**(300,847)**	**-0.4%**
Contribution to Fund Balance	578,791	0.6%	317,000	0.4%	(261,791)	-45.2%
Transfers Out	23,226,753	25.1%	21,839,840	24.1%	(1,386,913)	-6.0%
Sub-Total Other Financing Uses	**23,805,544**	**25.7%**	**22,156,840**	**24.5%**	**(1,648,704)**	**-6.9%**
Total Consolidated Expenditures	**$ 92,426,414**	**100.0%**	**$ 90,476,863**	**100.0%**	**$ (1,949,551)**	**-2.1%**

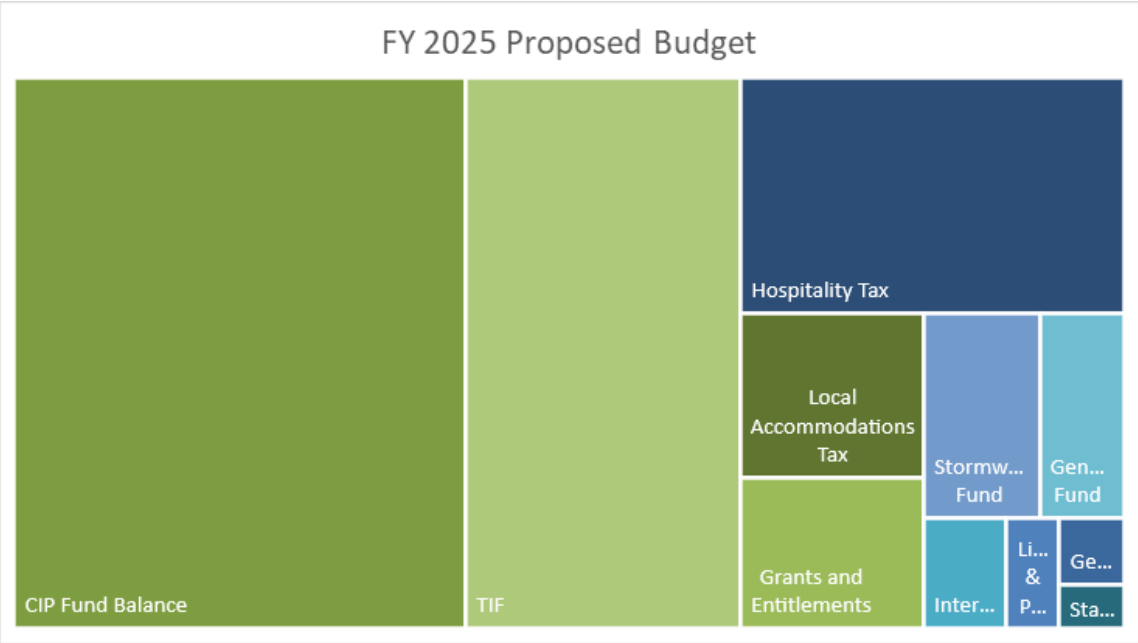
Town Workforce

Personnel by Department and Division	FY 2024 Budget		FY 2025 Budget		Change	
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
Communications & Community Outreach	3.0	1.0	4.0	2.0	1.0	1.0
Economic Development (DRCI)	3.0	-	3.0	-	-	-
Executive Office	6.5	1.0	8.5	1.0	2.0	-
Finance & Administration	9.5	-	8.5	-	(1.0)	-
Growth Management Department						
Building Safety Division	8.0	-	8.0	-	-	-
Customer Service Division	3.5	-	3.5	-	-	-
Planning & Community Development Division	8.0	-	8.0	-	-	-
Human Resources	3.0	-	3.0	-	-	-
Information Technology	7.5	-	7.5	-	-	-
Municipal Court	3.0	-	3.0	-	-	-
Police Department						
Civilian Positions	10.0	9.0	11.0	10.0	1.0	1.0
Sworn Positions by Rank	65.0	-	65.0	-	-	-
Projects & Watershed Resilience Department						
Project Management Division	7.0	1.0	6.0	-	(1.0)	(1.0)
Watershed Management Division (SWU Fund)	8.0	-	9.0	-	1.0	-
Public Services	13.0	-	16.0	-	3.0	-
Total Personnel	**158.0**	**12.0**	**164.0**	**13.0**	**6.0**	**1.0**

Position Changes:

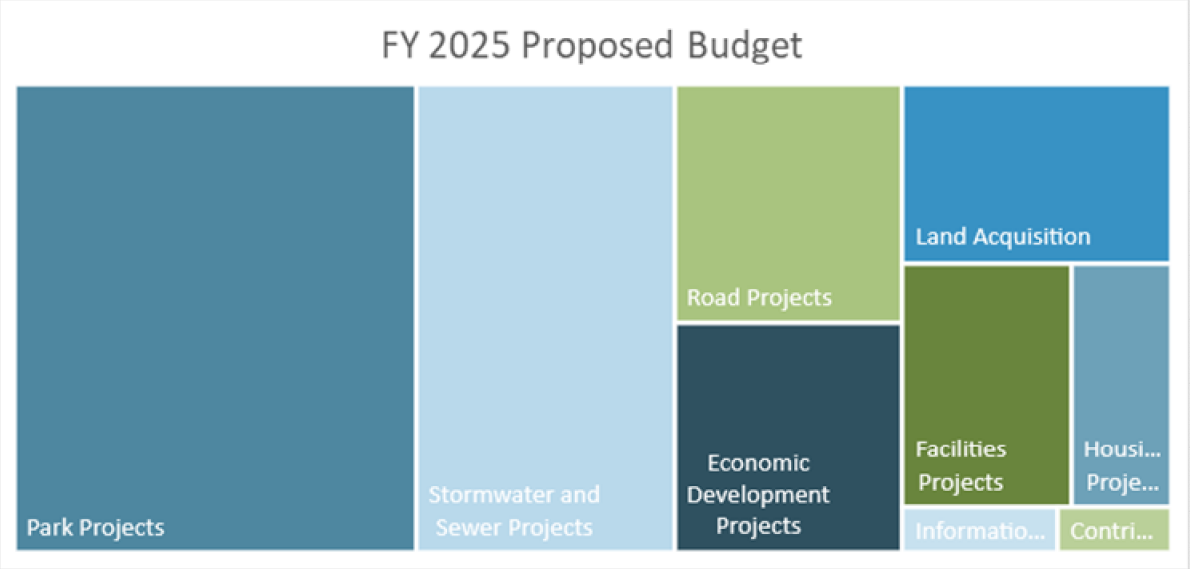
- Communications & Community Outreach
  - Addition of fulltime Welcome Center Coordinator
  - Addition of parttime Welcome Center Coordinator
- Executive Office
  - Special Projects Manager from Project Management
  - Property Acquisition Administrator from Project Management
  - Add Assistant Town Clerk position
  - Remove parttime Administrative Assistant position
- Finance & Administration
  - Remove fulltime Accountant for backfill Accounting Manager position
- Police
  - Add fulltime Community Relations Manager
  - Add one (1) new School Crossing Guard position
- Projects & Watershed Resilience, Project Management Division
  - Move fulltime Special Projects Manager to Executive
  - Move parttime Property Acquisition Administrator to Executive
  - Add fulltime Stormwater Inspector position
- Public Services
  - Addition of three (3) Public Services Worker positions

Capital Improvement Program (CIP) Fund



Funding Sources	FY 2025 Proposed Budget	% of Budget
Licenses & Permits	$ 317,000	1.0%
Grants and Entitlements	1,506,543	4.5%
Intergovernmental	500,000	1.5%
Hospitality Tax	4,943,305	14.9%
Local Accommodations Tax	1,629,547	4.9%
State Accommodations Tax	152,941	0.5%
Stormwater Fund	1,281,034	3.8%
TIF	8,206,402	24.7%
General Fund	941,000	2.8%
General Fund-ARPA	241,207	0.7%
CIP Fund Balance	13,549,135	40.7%
Total CIP Funding Sources	33,268,114	100.0%

Capital Improvement Program (CIP) Fund (Cont.)



Project Expenditures	FY 2025 Proposed Budget	% of Budget
Park Projects	$ 11,551,150	34.7%
Stormwater and Sewer Projects	7,419,732	22.3%
Road Projects	3,370,513	10.1%
Economic Development Projects	3,204,420	9.6%
Land Acquisition	2,959,387	9.0%
Facilities Projects	2,531,432	7.6%
Housing Projects	1,478,480	4.4%
Information Technology Infrastructure Projects	436,000	1.3%
Contribution to Fund Balance	317,000	1.0%
Total CIP Expenditures	$ 33,268,114	100.0%

Expenditure Budget by Fund

Town of Bluffton
FY 2025 Proposed Budget

General Fund Budget	Salaries & Benefits	Operating	Capital Outlay	Debt	Total
Total General Fund Expenditures	$ 18,330,546	$ 11,683,747	$ 1,127,940	$ -	$ 31,142,233
Contribution to Fund Balance					-
Transfer to Capital Improvements Program Fund					1,182,207
				Total General Fund Budget	$ 32,324,440

Hospitality Tax Fund Budget	Salaries & Benefits	Operating	Capital Outlay	Debt	Total
Transfer to General Fund	$ -	$ -	$ -	$ -	$ 3,305,561
Transfer to Capital Improvements Program Fund					4,943,305
				Total Stormwater Fund Budget	$ 8,248,866

Local Accommodations Tax Fund Budget	Salaries & Benefits	Operating	Capital Outlay	Debt	Total
Contribution to Fund Balance	$ -	$ -	$ -	$ -	$ -
Transfer to General Fund					536,059
Transfer to Capital Improvements Program Fund					1,629,547
				Total Stormwater Fund Budget	$ 2,165,606

Stormwater Fund Budget	Salaries & Benefits	Operating	Capital Outlay	Debt	Total
Watershed Management Expenditures	$ 1,021,380	$ 937,188	$ -	$ 22,344	$ 1,980,912
Transfer to General Fund					459,675
Transfer to Debt Service					296,050
Transfer to Capital Improvements Program Fund					1,281,034
				Total Stormwater Fund Budget	$ 4,017,671

Capital Improvements Program Fund Budget	Capital Outlay	Total
Park Projects	$ 11,551,150	$ 11,551,150
Stormwater and Sewer Projects	7,419,732	7,419,732
Road Projects	3,204,420	3,204,420
Economic Development Projects	3,370,513	3,370,513
Land Acquisition	2,959,387	2,959,387
Facilities Projects	2,531,432	2,531,432
Housing Projects	1,478,480	1,478,480
Information Technology Infrastructure Projects	436,000	436,000
Contribution to Fund Balance	317,000	317,000
Total Capital Improvements Program Fund Budget		$ 33,268,114

Debt Service Fund Budget	Operating	Principal	Interest	Total
Series 2014 TIF Bond	$ -	$ 896,386	$ 35,295	$ 931,681
Series 2022 TIF Bond	-	327,553	313,380	640,933
Series 2020 GO Bond - LEC	-	255,000	122,050	377,050
Series 2020A GO Bond - SWU Projects	-	165,000	131,050	296,050
Miscellaneous Expenditures	50	-	-	50
Transfer to Capital Improvements Program Fund	-	-	-	8,206,402
			Total Debt Service Fund Budget	$ 10,452,166

Budget Summary by Fund

Governmental funds are used to account for all or most of a government's general activities. The Town of Bluffton adopts a budget for six major funds: General Fund, Hospitality Tax Fund, Local Accommodations Tax Fund, Stormwater Fund, Capital Improvement Program (CIP) Fund, and the Debt Service Fund.

The General Fund is the Town's primary operating fund and is used to account for all Town financial resources except those to be accounted for in another fund. Principal sources of revenue are property taxes and licenses and permit fees.

The Hospitality Tax Fund accounts for the local hospitality taxes collected by the Town for use in tourism-related expenditures and related Capital Projects. The source of revenue is equal to two percent (2%) on the gross sales of prepared meals and beverages.

The Local Accommodations Tax Fund accounts for the local accommodations taxes collected by the Town for use in tourism-related expenditures and related Capital Projects. The source of revenue is equal to three percent (3%) on the gross proceeds derived from the rental or charges for sleeping accommodations.

The Stormwater Fund accounts for and reports the financial resources of all stormwater-related expenditures including routine maintenance and capital projects. The primary source of revenue is stormwater utility fees and state and federal grants.

The Capital Improvements Program (CIP) Fund accounts for and reports financial resources that are restricted, committed, or assigned to expenditure for capital outlays including the acquisition or construction of capital facilities and other capital assets. In addition to funding with bond proceeds and intergovernmental revenue such as state and federal grants, hospitality tax fees fund tourism-related projects. Capital Projects are primarily non-recurring in nature. All capital categories require a unit cost greater than $5,000 for all categories except roads, building (and computer software recorded in the general fund) whose threshold is $50,000. Donated capital assets are recorded at estimated market value. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets' lives are not capitalized and are recorded within the general fund.

The Debt Service Fund accounts for the accumulation of resources for the payment of interest and principal on general long-term debt obligations. The primary source of revenue is property taxes.

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HEART OF THE LOWCOUNTRY
PO Box 386
Bluffton, SC 29910
(843) 706-4500

www.townofbluffton.sc.gov

AN ORDINANCE OF THE TOWN OF BLUFFTON
ORDINANCE NO. 2024-
FISCAL YEAR 2025 BUDGET

TO PROVIDE FOR THE LEVY OF TAX FOR THE TOWN OF BLUFFTON FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025; TO PROVIDE FOR EXECUTION OF AND TO PUT INTO EFFECT THE CONSOLIDATED BUDGET; AND TO PROVIDE BUDGETARY CONTROL OF THE TOWN'S FISCAL AFFAIRS.

BE IT ORDERED AND ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA:

SECTION 1. APPROPRIATION.

Funds are hereby appropriated as shown in the Consolidated Budget, the documents attached hereto and incorporated for reference as Attachments A, B, C, D, E, F and G establishing a Consolidated Budget of $90,476,863 consisting of the General Fund of $32,324,440; the Hospitality Tax Fund of $8,248,866; the Local Accommodations Tax Fund of $2,165,606; the Stormwater Fund of $4,017,671; the Capital Improvements Program Fund of $33,268,114; and the Debt Service Fund of $10,452,166.

SECTION 2. ESTABLISHMENT OF PROPERTY TAX LEVY.

A tax to cover the period from July 1, 2024, through June 30, 2025, inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected, and paid into the Treasury of the Town of Bluffton for its uses at a rate of mills on assessed value of real estate and personal property of every description in the Town of Bluffton, except such property as is exempt from taxation under the United States Constitution and laws of the State of South Carolina. Said tax levy shall be collected by Beaufort County Treasurer and paid into the County Treasury for the credit of the Town of Bluffton for its corporate purposes a general fund levy of 34.3 mills and a debt service fund levy of 1.7 mills for at a total levy of 36.0 mills. However, Council reserves the right to modify these millage rates at its August 13, 2024 Council meeting.

SECTION 3. ESTABLISHMENT OF A MASTER FEE SCHEDULE.

A Master Fee Schedule listing all fees charged by the Town for Fiscal Year 2025 is included and incorporated for reference as Attachment H.

SECTION 4. OUTSTANDING BALANCE APPROPRIATION AND ENCUMBRANCES.

The unobligated balance remaining from the prior fiscal year hereby remains in the fund and will be available for Fiscal Year 2025 appropriations.

Fiscal Year 2024 encumbrances of the Fund Balance will be provided for through a subsequent amendment of this budget ordinance to increase the funds from previous years and increase the appropriated budget expenditures.

SECTION 5. TRANSFER OF FUNDS AND AMENDMENTS.

The Town Manager or his designee is authorized to transfer any sum from one budget line item to another or from one department or division to another provided that no such transfer be made from one fund to another fund, conflict with any existing Bond Ordinance, or conflict with any previously adopted policy of Council. Changes or amendments that alter the total expenditures of any fund must be approved by Council.

SECTION 6. CONTRACTS.

The Town Manager or his designee is authorized to execute contracts on behalf of the Town within budgeted amounts. Contract amounts greater than that budgeted shall be subject to Council approval. All contracts greater than $100,000 shall be subject to Council approval.

SECTION 7. RATE OF EXPENDITURES.

The Town Manager shall control the rate of expenditures within the Consolidated Budget so as not to exceed the amount of funds on hand. Any proposed tax and/or revenue anticipation notes shall be subject to specific Council approval prior to issuance.

SECTION 8. RESERVE FUNDS.

The following Designated Reserve Funds are established and fully funded:

Emergency Recovery Fund – This reserve shall be funded at an amount equal to or greater than fifteen (15) percent of the current fiscal year consolidated expenditure budget. For Fiscal Year 2025, this amount is established at $10,295,553.

Capital Asset Reserve Fund – This reserve shall be funded annually by 50% of the total annual depreciation expense up to a maximum total reserve of the most recent five years of depreciation. For Fiscal Year 2025, the estimated contribution is $666,992.

SECTION 9. COMPENSATION OF COUNCILMEMBERS

The mayor and councilmembers shall receive an annual compensation increase. The mayor compensation will increase from $16,500 to $25,000 and councilmember compensation will increase from $11,000 to $17,000. The last increase in compensation took effect in Fiscal Year 2022.

Pursuant to S.C. Code 1976, 5-7-170, this compensation change shall not go into effect until the commencement date of the terms of two or more members of town council elected at the next general election following the adoption of this section.

Participation in the retirement and health insurance plans remain the same.

SECTION 10. SEVERABILITY.

Should any section, phrase, sentence, or portion of this Ordinance be found invalid by a court or competent jurisdiction, such finding shall not invalidate the remaining portions of this Ordinance.

SECTION 11. EFFECTIVE DATE.

This Ordinance shall be effective on July 1, 2024.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF BLUFFTON ON THIS _____ DAY OF _____, 2024.

_____
Larry Toomer, Mayor

ATTEST:

_____
Marcia Hunter, Town Clerk

Attachments:

A. General Fund Budget
B. Hospitality Tax Fun Budget
C. Local Accommodations Tax Fund Budget
D. Stormwater Fund Budget
E. Capital Improvement Program Fund Budget
F. Debt Service Fund Budget
G. Consolidated Budget
H. Master Fee Schedule

First Reading: May 14, 2024
Public Hearing and Second and Final Reading:

Town of Bluffton
General Fund Budget

	Revised FY 2024 Budget	Proposed FY 2025 Budget	$ Budget Change	% of Budget Change
Revenues				
Property Taxes	$ 9,292,646	$ 10,017,780	$ 725,134	7.8%
Licenses & Permits				
Business Licenses	3,559,458	3,540,062	(19,396)	-0.5%
Franchise Fees	3,125,454	3,286,652	161,198	5.2%
MASC Insurance Tax Collection	2,906,377	3,443,005	536,628	18.5%
MASC Telecommunications	50,000	50,000	-	0.0%
Building Safety Permits	2,474,720	1,686,596	(788,125)	-31.8%
Application Fees	50,000	50,000	-	0.0%
Total Licenses & Permits	12,166,009	12,056,314	(109,695)	-0.9%
Grants and Entitlements	1,539,292	2,767,913	1,228,621	79.8%
Intergovernmental	444,099	461,608	17,509	3.9%
Service Revenues	811,680	492,860	(318,820)	-39.3%
Fines & Fees	115,000	115,000	-	0.0%
Interest Income	25,000	300,000	275,000	1100.0%
Miscellaneous Revenues	120,000	185,915	65,915	54.9%
Sub-Total Revenues	24,513,726	26,397,390	1,883,664	7.7%
Other Financing Sources	-	-	-	
Transfers In				
Hospitality Tax	2,123,436	3,305,561	1,182,125	55.7%
Capital Improvement Program Fund	400,000	-	(400,000)	-100.0%
Local Accommodations Tax	223,643	536,059	312,416	139.7%
State Accommodations Tax	76,507	76,130	(377)	-0.5%
Stormwater Fund	335,866	459,675	123,809	36.9%
General Fund Prior Year Fund Balance (PYFB)	3,091,338	799,310	(2,292,028)	-74.1%
General Fund PYFB - ARPA	411,847	306,857	(104,990)	-25.5%
General Fund PYFB - Capital Asset Reserve	531,920	443,458	(88,462)	-16.6%
Total Transfers In	7,194,557	5,927,050	(1,267,507)	-17.6%
Total Other Financing Sources & Transfers In	7,194,557	5,927,050	(1,267,507)	-17.6%
Total Revenues and Other Financing Sources	$ 31,708,283	$ 32,324,440	$ 616,156	1.9%
Expenditures				
Building Safety	$ 1,063,670	$ 1,062,731	$ (939)	-0.1%
Communications & Community Outreach	615,455	939,738	324,283	52.7%
Customer Service	286,962	300,141	13,179	4.6%
Economic Development: DRCI	493,464	486,487	(6,977)	-1.4%
Executive	1,494,879	1,804,783	309,904	20.7%
Finance & Administration	1,171,083	1,172,916	1,833	0.2%
Human Resources	647,972	639,020	(8,952)	-1.4%
Information Technology	2,352,769	2,136,799	(215,970)	-9.2%
Municipal Judges	105,848	107,581	1,733	1.6%
Municipal Court	485,421	500,485	15,064	3.1%
Planning & Community Development	1,576,938	1,797,541	220,603	14.0%
Police	10,563,270	11,923,481	1,360,211	12.9%
Project Management	971,296	826,707	(144,589)	-14.9%
Public Services	2,168,092	3,097,840	929,748	42.9%
Town Council	197,005	185,014	(11,991)	-6.1%
Townwide (Non-Departmental)	3,570,492	4,160,970	590,478	16.5%
Total Expenditures	27,764,616	31,142,233	3,377,617	12.2%
Other Funding Uses				
Contribution to Fund Balance	400,931	-	(400,931)	-100.0%
Transfers Out to Capital Improvements Program Fund	3,542,736	1,182,207	(2,360,529)	-66.6%
Total Transfers	3,943,667	1,182,207	(2,761,460)	-70.0%
Total Expenditures and Other Funding Uses	$ 31,708,283	$ 32,324,440	$ 616,157	1.9%

Town of Bluffton
Local Hospitality Tax Fund Budget
Special Revenue

	Revised FY 2024 Budget	Proposed FY 2025 Budget	$ Budget Change	% Budget Change
Revenues				
Taxes	$ 3,778,036	$ 4,120,747	$ 342,711	9.1%
Interest Income	10,000	20,000	10,000	100.0%
Sub-Total Revenues	3,788,036	4,140,747	352,711	9.3%
Other Financing Sources	-	-	-	
Transfers In				
Prior Year Fund Balance	4,704,916	4,108,119	(596,797)	-12.7%
Total Other Financing Sources & Transfers In	4,704,916	4,108,119	(596,797)	-12.7%
Total Revenues and Other Financing Sources	$ 8,492,952	$ 8,248,866	$ (244,086)	-2.9%
Expenditures				
Other Funding Uses				
Transfers Out to Capital Improvements Program Fund	$ 6,369,516	$ 4,943,305	$ (1,426,211)	-22.4%
Transfers Out to General Fund	2,123,436	3,305,561	1,182,125	55.7%
Total Transfers	8,492,952	8,248,866	(244,086)	-2.9%
Total Expenditures and Other Funding Uses	$ 8,492,952	$ 8,248,866	$ (244,086)	-2.9%

Town of Bluffton
Local Accommodations Tax Fund Budget
Special Revenue

	Revised FY 2024 Budget	Proposed FY 2025 Budget	$ Budget Change	% Budget Change
Revenues				
Taxes	$ 1,594,000	$ 1,337,930	$ (256,070)	-16.1%
Interest Income	3,500	5,000	$ 1,500	42.9%
Sub-Total Revenues	1,597,500	1,342,930	(254,570)	-15.9%
Other Financing Sources	-	-	-	
Transfers In				
Prior Year Fund Balance	1,700,798	822,676	(878,122)	-51.6%
Total Other Financing Sources & Transfers In	1,700,798	822,676	(878,122)	-51.6%
Total Revenues and Other Financing Sources	$ 3,298,298	$ 2,165,606	$ (1,132,692)	-34.3%
Expenditures				
Other Funding Uses				
Transfers Out to Capital Improvements Program Fund	$ 3,074,655	$ 1,629,547	$ (1,445,108)	-47.0%
Transfers Out to General Fund	223,643	536,059	312,416	139.7%
Total Transfers	3,298,298	2,165,606	(1,132,692)	-34.3%
Total Expenditures and Other Funding Uses	$ 3,298,298	$ 2,165,606	$ (1,132,692)	-34.3%

Town of Bluffton
Stormwater Fund Budget

	Revised FY 2024 Budget	Proposed FY 2025 Budget	$ Budget Change	% Budget Change
Revenues				
Stormwater Utility Fee	$ 2,067,705	$ 2,076,862	$ 9,157	0.4%
Licenses & Permits				
NPDES Plan Review and Inspection Fees	513,500	383,595	(129,905)	-25.3%
Total Licenses & Permits	513,500	383,595	(129,905)	-25.3%
Sub-Total Revenues	2,581,205	2,460,457	(120,748)	-4.7%
Other Financing Sources	-	-	-	
Transfers In				
Prior Year Fund Balance	804,814	1,557,214	752,400	93.5%
Total Other Financing Sources & Transfers In	804,814	1,557,214	752,400	93.5%
Total Revenues and Other Financing Sources	$ 3,386,019	$ 4,017,671	$ 631,652	18.7%
Expenditures				
Watershed Resiliency	$ 1,550,712	$ 1,980,912	$ 430,200	27.7%
Total Expenditures	1,550,712	1,980,912	430,200	27.7%
Other Funding Uses				
Transfers Out to Capital Improvements Program Fund	1,205,641	1,281,034	75,393	6.3%
Transfers Out to General Fund	335,866	459,675	123,809	36.9%
Transfer to Debt Service	293,800	296,050	2,250	0.8%
Total Transfers	1,835,307	2,036,759	201,452	11.0%
Total Expenditures and Other Funding Uses	$ 3,386,019	$ 4,017,671	$ 631,652	18.7%

Town of Bluffton
Capital Improvements Project Fund

	Revised FY 2024 Budget	Proposed FY 2025 Budget	$ Budget Change	% Budget Change
Revenues				
Licenses & Permits	$ 377,860	$ 317,000	$ (60,860)	-16.1%
Grants and Entitlements	700,000	1,506,543	806,543	115.2%
Intergovernmental	2,000,000	500,000	(1,500,000)	-75.0%
Total Revenues	3,077,860	2,323,543	(754,317)	-24.5%
Other Financing Sources	-	-	-	
Transfers In				
Hospitality Tax	6,369,516	4,943,305	(1,426,211)	-22.4%
Local Accommodations Tax	3,074,655	1,629,547	(1,445,108)	-47.0%
State Accommodations Tax	154,523	152,941	(1,582)	-1.0%
Stormwater Fund	1,205,641	1,281,034	75,393	6.3%
TIF	5,657,460	8,206,402	2,548,942	45.1%
General Fund	3,384,591	941,000	(2,443,591)	-72.2%
General Fund-ARPA	158,145	241,207	83,062	52.5%
CIP Fund Balance	14,555,247	13,549,135	(1,006,112)	-6.9%
Total Other Financing Sources & Transfers In	34,559,778	30,944,571	(3,615,207)	-10.5%
Total Revenues and Other Financing Sources	$ 37,637,638	$ 33,268,114	$ (4,369,524)	-11.6%
Expenditures				
Economic Development Projects	$ 3,504,420	$ 3,204,420	$ (300,000)	-8.6%
Facilities Projects	2,480,861	2,531,432	50,571	2.0%
Housing Projects	1,676,044	1,478,480	(197,564)	-11.8%
Information Technology Infrastructure Projects	208,471	436,000	227,529	109.1%
Land Acquisition	4,993,220	2,959,387	(2,033,833)	-40.7%
Park Projects	11,530,565	11,551,150	20,585	0.2%
Road Projects	3,475,572	3,370,513	(105,059)	-3.0%
Stormwater and Sewer Projects	9,190,625	7,419,732	(1,770,893)	-19.3%
Total Project Expenditures	37,059,778	32,951,114	(4,108,664)	-11.1%
Other Funding Uses				
Transfer to General Fund	400,000	-	(400,000)	-100.0%
Contribution to Fund Balance	177,860	317,000	139,140	78.2%
Total Other Funding Uses	577,860	317,000	(260,860)	-45.1%
Total Expenditures and Other Funding Uses	$ 37,637,638	$ 33,268,114	$ (4,369,524)	-11.6%

Town of Bluffton
Debt Service Fund Budget

	Revised FY 2024 Budget	Proposed FY 2025 Budget	$ Budget Change	% Budget Change
Revenues				
Property Taxes				
Real & Personal Property Tax (TIF)	$ 3,196,680	$ 4,702,200	$ 1,505,520	47.1%
GO Bond Debt Service Property Tax	384,160	439,620	55,460	14.4%
Total Property Tax	3,580,840	5,141,820	1,560,980	43.6%
Licenses & Permits				
Municipal Improvement District Fee	365,860	368,887	3,027	0.8%
Interest Income	4,400	25,000	20,600	468.2%
Sub-Total Revenues	3,951,100	5,535,707	1,584,607	40.1%
Transfers In				
Stormwater Fund	293,800	296,050	2,250	0.8%
Prior Year Fund Balance	3,658,324	4,620,409	962,085	26.3%
Total Other Financing Sources & Transfers In	3,952,124	4,916,459	964,335	24.4%
Total Revenues and Other Financing Sources	$ 7,903,224	$ 10,452,166	$ 2,548,942	32.3%
Expenditures				
Series 2014 TIF Bonds Debt Service				
Principal	$ 873,554	$ 896,386	$ 22,832	2.6%
Interest	58,127	35,295	(22,832)	-39.3%
Series 2022 TIF Bonds Debt Service				
Principal	316,599	327,553	10,954	3.5%
Interest	324,334	313,380	(10,954)	-3.4%
Series 2020 GO Bonds Debt Service				
Principal	245,000	255,000	10,000	4.1%
Interest	134,300	122,050	(12,250)	-9.1%
Series 2020A GO Bonds Debt Service (Projects)				
Principal	155,000	165,000	10,000	6.5%
Interest	138,800	131,050	(7,750)	-5.6%
Miscellaneous	50	50	-	0.0%
Sub-Total Expenditures	2,245,764	2,245,764	-	0.0%
Other Funding Uses				
Transfers Out to Capital Improvements Program Fund	5,657,460	8,206,402	2,548,942	45.1%
Total Transfers	5,657,460	8,206,402	2,548,942	45.1%
Total Expenditures and Other Funding Uses	$ 7,903,224	$ 10,452,166	$ 2,548,942	32.3%

Town of Bluffton
Consolidated Budget

	Revised FY 2024 Budget	Proposed FY 2025 Budget	$ Budget Change	% of Budget Change
Revenues				
Property Taxes	$ 12,873,486	$ 15,159,600	$ 2,286,114	17.8%
Local Hospitality & Accommodations Taxes	5,372,036	5,458,677	86,641	1.6%
Licenses & Permits	15,490,934	15,202,659	(288,275)	-1.9%
Grants & Entitlements	2,239,292	4,274,456	2,035,164	90.9%
Intergovernmental	2,444,099	961,608	(1,482,491)	-60.7%
Service Revenues	811,680	492,860	(318,820)	-39.3%
Fines & Fees	115,000	115,000	-	0.0%
Interest Income	42,900	350,000	307,100	715.9%
Miscellaneous Revenues	120,000	185,915	65,915	54.9%
Sub-Total Revenues	39,509,427	42,200,774	2,691,347	6.8%
Other Financing Sources	-	-	-	
Transfers In	52,916,987	48,276,088	(4,640,899)	-8.8%
Total Other Financing Sources & Transfers In	52,916,987	48,276,088	(4,640,899)	-8.8%
Total Revenues and Other Financing Sources	$ 92,426,414	$ 90,476,863	$ (1,949,552)	-2.1%
Expenditures				
Building Safety	$ 1,063,670	$ 1,062,731	$ (939)	-0.1%
Communications & Community Outreach	615,455	939,738	324,283	52.7%
Customer Service	286,962	300,141	13,179	4.6%
Economic Development	493,464	486,487	(6,977)	-1.4%
Executive	1,494,879	1,804,783	309,904	20.7%
Finance & Administration	1,171,083	1,172,916	1,833	0.2%
Human Resources	647,972	639,020	(8,952)	-1.4%
Information Technology	2,352,769	2,136,799	(215,970)	-9.2%
Municipal Judges	105,848	107,581	1,733	1.6%
Municipal Court	485,421	500,485	15,064	3.1%
Planning & Community Development	1,576,938	1,797,541	220,603	14.0%
Police	10,563,270	11,923,481	1,360,211	12.9%
Project Management	971,296	826,707	(144,589)	-14.9%
Public Services	2,168,092	3,097,840	929,748	42.9%
Town Council	197,005	185,014	(11,991)	-6.1%
Townwide (Non-Departmental)	3,570,492	4,160,970	590,478	16.5%
Watershed Management	1,550,712	1,980,912	430,200	27.7%
Capital Projects	37,059,778	32,951,114	(4,108,664)	-11.1%
Debt Service	2,245,764	2,245,764	-	0.0%
Sub-Total Expenditures	68,620,870	68,320,023	(300,847)	-0.4%
Other Funding Uses				
Contribution to Fund Balance	578,791	317,000	(261,791)	-45.2%
Transfers Out	23,226,753	21,839,840	(1,386,913)	-6.0%
Total Other Funding Uses & Transfers Out	23,805,544	22,156,840	(1,648,704)	-6.9%
Total Expenditures and Other Funding Uses	$ 92,426,414	$ 90,476,863	$ (1,949,551)	-2.1%
	$ -	$ 0		

Master Fee Schedule – FY2025

Effective: July 1, 2024

Section I Miscellaneous Fees……..2
Printing, Reproduction, Documents
Election Fees
Finance Fees
Old Town Business Directional Sign Fees

Section II Police Department Fees……..2
Police Services
Police Reports, Photocopies & Records
Police Permits

Section III Business License Fees……2-3
Taxation Fees
Other Business License Fees
Special Events Applications & Permits

Section IV Facility Rental Fees……..4-6
General
Rotary Community Center
Field of Dreams
Oyster Factory Park
Wright Family Park
Martin Family Park & Buckwalter Place Commerce Park

Section V RESERVED

Section VI Growth Management Department Fees…….7-12
Building Safety Fees
Planning and Environmental Applications and Permits
Planning and Environmental Sustainability Fees
Developmental Agreement Fees

Section VII Storm Water Management Fees……13-15
Residential Land Uses
National Pollutant Discharge Elimination System (NPDES) Fees
National Pollutant Discharge Elimination System (NPDES) Inspection Fees

Buckwalter Place Commerce Park, Park A and Park B Map……..16

Master Fee Schedule – FY2025

Effective: July ~~1, 2024~~

Section I – Miscellaneous Fees

Item/Description	Basis	Fee
Printing, Reproduction, Documents		
Black and White Photocopies (8.5" X 11" or smaller)	Per Page	$0.20
Color Photocopies	Per Page	$0.25
Photocopies Larger than 8.5" X 11"	Per Page	$0.25
Photocopies Plotter/Large Format Copies of Plans	Per Page	$6.00
CD Copy	Per Disc	$5.00
Staff Time making copies (no less than a 30-minute charge)	Per Hour	$25.00
Election Fees		
To Elect Council	Per Election	$100.00
To Elect Mayor	Per Election	$150.00
Finance Fees		
NSF Returned Check Fee	Per Check	$30.00
Old Town Business Directional Sign Fees		
Sign Production & Installation	Per Sign	At Cost

Section II – Police Department Fees

Item/Description	Basis	Fee
Police Services		
Off-Duty Police Officer	Per Hour, Per Officer	$60.00
Police Reports, Photocopies & Records		
Police Report Copy Fee (No fee for victim)	Per Report up to 3 pages plus per page	$5.00 + .25 cents per page above 3
Accident Report	Per Report up to 3 pages plus per page	$10.00 + .25 cents per page above 3
Police Photographs, Audio or Video Recordings	Per Fee plus actual costs	$20.00
	CD/DVD	$5.00
For media too large for CD/DVD	USB Thumb Drive	$20.00
Police Permits		
Precious Metal Permit	Allowed by State Law	$50.00

Section III – Business License Fees

Item/Description	Basis	Fee
Taxation Fees		
Hospitality Tax Fees	Per Ordinance	2% of Prepared Meals/ Beverages
Local Accommodation Tax Fees	Per Ordinance	3% of Gross Revenue for rentals 30 days or less
Penalties – Business License, Hospitality Tax, and Accommodations Tax	Per Month	5% per month

Section III – Business License Fees (continued)

Rate Class	Minimum Rate	Minimum Gross Receipt	Rate Per Thousand or Fraction Thereof Over Minimum Gross
1	$50.00	$2,000.00	$1.00
2	$50.00	$2,000.00	$1.15
3	$50.00	$2,000.00	$1.30
4	$50.00	$2,000.00	$1.45
5	$50.00	$2,000.00	$1.60
6	$50.00	$2,000.00	$1.75
7	$50.00	$2,000.00	$1.90
8.1	$50.00	$2,000.00	$1.00
8.2	See SC Code		
8.3	MASC Telecommunications		
8.4	MASC Insurance		
8.51	$12.50 business license for operation of all machines (not on gross income)		PLUS $12.50/machine
8.52	$12.50 business license for operation of all machines (not on gross income)		PLUS $180.00/machine
8.6	$50.00 business license for operation of all tables (not on gross income)		PLUS $5.00 or $12.50/table
9.1 and above	$50.00	$2,000.00	$1.00
Non-Profit	N/A	N/A	N/A
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.			

Item/Description	Basis	Fee
Other Business License Fees Annual Mobile Vending Fee	Paid Annually in addition to Business License Tax	$400.00

Special Events

Item/Description	Basis	Fee
Special Event Application Fee	• Per Application; or, • Per quarter if event is held more than twice a quarter	$50.00
Special Event Permit Fee	Paid by Special Event Sponsor	$10.00
Special Event Unlicensed Vendor Fee	Per Unlicensed Vendor Paid by Sponsor	$10.00

Section IV – Facility Rental Fees

General

Item/Description	Basis	Fee
Reservation Request (Non-Refundable)	Per Facility	$25.00
Non-Resident Surcharge	Percentage of Rental Fee	25%
Bluffton Police Department Officer	Per Hour	$60.00
Lost Key	Each	$25.00
Lost Pass Card	Each	$25.00

Additional Notes:

- The Town Manager or designee may waive any or all fees if it is deemed in the best interests of the Town.
- Upon approval of a facility rental request, the Reservation Request fee shall be applied towards the applicable facility rental fees.

Rotary Community Center

Item/Description	Basis	Fee
Private Event Rental		
Rental Fee (6-hour Reservation; 1 hour Setup, 4-hour Event, 1 hour Cleanup)	Per Event	$400.00
Daily Rate	Per Day	$500.00
Security Deposit	Per Event	$150.00
Cleaning Fee	Per Event	$130.00
Non-Profit Rental		
Rental Fee (6-hour Reservation; 1 hour Setup, 4-hour Event, 1 hour Cleanup)	Per Event	$200.00
Daily Rate	Per Day	$300.00
Security Deposit	Per Event	$150.00
Cleaning Fee	Per Event	$130.00
Meeting Rental		
Rental Fee	Per Hour	$50.00
Cleaning	Per Event	$130.00

Additional Notes:

- The Town Manager or designee may waive any or all fees if it is deemed in the best interests of the Town.
- All fees will be collected at the Customer Service Center at Town Hall.
- Security Deposit may be refunded provided the park, facilities, and equipment are clean and returned to the condition that existed prior to the rental.
- Meeting rental cleaning fees may be negotiated based on meeting type, length, use, and frequency.
- A full refund of the Rental Fee and Security Deposit will be granted with cancellation notice at least 48-hours prior to the scheduled rental start.

Section IV – Facility Rental Fees (continued)

Field of Dreams

Item/Description	Basis	Fee
4 Hour Access (6-hour Reservation; 1 hour Setup, 4-hour Event, 1 hour Cleanup)	Per Event	$100.00
All Day Access	Per Day	$150.00
Security Deposit	Per Event	$150.00

Additional Notes:

- The Town Manager or designee may waive any or all fees if it is deemed in the best interests of the Town.
- All fees will be collected at the Customer Service Center at Town Hall.
- Security Deposit may be refunded provided the park, facilities, and equipment are clean and returned to the condition that existed prior to the rental.
- A full refund of the Rental Fee and Security Deposit will be granted with cancellation notice at least 48-hours prior to the scheduled rental start or if an event is rained out and the part not utilized.

Oyster Factory Park

Item/Description	Basis	Fee
Reservation of Park East of Wharf Street		
Rental Fee	Per Day	$300.00
Less than Full Day (6-hour Reservation: 1 hour Setup, 4-hour Event, 1 hour Cleanup)	Per Event	$150.00
Rental Fee – Non-Profit	Per Day	$150.00
Less than Full Day (6-hour Reservation: 1 hour Setup, 4-hour Event, 1 hour Cleanup)	Per Event	$75.00
Security Deposit	Per Rental	$100.00
Reservation of Park West of Wharf Street		
Rental Fee	Per Day	$100.00
Less than Full Day (6-hour Reservation: 1 hour Setup, 4-hour Event, 1 hour Cleanup)	Per Event	$50.00
Rental Fee – Non-Profit	Per Day	$50.00
Less than Full Day (6-hour Reservation: 1 hour Setup, 4-hour Event, 1 hour Cleanup)	Per Event	$25.00
Security Deposit	Per Rental	$100.00

Additional Notes:

- The Town Manager or designee may waive any or all of the fees if it is deemed in the best interests of the Town of Bluffton.
- All fees will be collected at the Customer Service Center at Town Hall.
- Security Deposit may be refunded provided the park, facilities, and equipment are clean and returned to the condition that existed prior to the rental.
- A full refund of the Rental Fee and Security Deposit will be granted with cancellation notice at least 48-hours prior to the scheduled rental start or if an event is rained out and the park not utilized.

Section IV – Facility Rental Fees (continued)

Wright Family Park

Item/Description	Basis	Fee
Rental Fee	Per Day	$300.00
Less than Full Day (6-hour Reservation: 1 hour Setup, 4-hour Event, 1 hour Cleanup)	Per Event	$150.00
Rental Fee – Non-Profit	Per Day	$150.00
Less than Full Day (6-hour Reservation: 1 hour Setup, 4-hour Event, 1 hour Cleanup)	Per Event	$75.00
Security Deposit	Per Rental	$100.00

Additional Notes:

- The Town Manager or designee may waive any or all of the fees if it is deemed in the best interests of the Town of Bluffton.
- All fees will be collected at the Customer Service Center at Town Hall.
- Security Deposit may be refunded provided the park, facilities, and equipment are clean and returned to the condition that existed prior to the rental.
- A full refund of the Rental Fee and Security Deposit will be granted with cancellation notice at least 48-hours prior to the scheduled rental start or if an event is rained out and the park not utilized.

Martin Family Park and Public Park @ Buckwalter Place Commerce Park (Park A and Park B)

Item/Description	Basis	Fee
Martin Family Park and Buckwalter Place Commerce Park (Park A)		
4 Hour Access (6-hour Reservation; 1 hour Setup, 4-hour Event, 1 hour Cleanup)	Per Event	$100.00
All Day Access	Per Day	$150.00
Security Deposit	Per Event	$150.00
Buckwalter Place Commerce Park – Amphitheater Section (Park B) Includes green space, amphitheater, and building		
Rental Fee	Per Day	$600.00
Less than Full Day (6-hour Reservation: 1 hour Setup, 4-hour Event, 1 hour Cleanup)	Per Event	$300.00
Rental Fee – Non-Profit	Per Day	$300.00
Less than Full Day (6-hour Reservation: 1 hour Setup, 4-hour Event, 1 hour Cleanup)	Per Event	$150.00
Security Deposit	Per Day	$150.00
Cleaning Fee	Per Event	$130.00

Additional Notes:

- The Town Manager or designee may waive any or all fees if it is deemed in the best interests of the Town.
- All fees will be collected at the Customer Service Center at Town Hall.
- Security Deposit may be refunded provided the park, facilities, and equipment are clean and returned to the condition that existed prior to the rental.
- A full refund of the Rental Fee and Security Deposit will be granted with cancellation notice at least 48-hours prior to the scheduled rental start or if an event is rained out and the part not utilized.
- See page 15 for map of Buckwalter Place Commerce Park for the designation of Park A and Park B.

Section V – RESERVED

Section VI – Growth Management Fees

Building Safety Fees

Item/Description	Basis (Value of Construction)	Fee
Applications – Calculated Fees		
New Structures Commercial and Residential	$500 - $2,000	$35.00
	$2,001 - $3,000	$38.50
	$3,001 - $50,000	$38.50 + $5.00 per $1,000 or fraction thereof over $1,000
	$50,001 and above	$273.50 + $4.50 per $1,000 or fraction thereof over $50,000
Miscellaneous Construction Commercial and Residential	$0 - $1,000	$35.00
	$1,001 - $2,000	$70.00
	$2,001 - $3,000	$77.00
	$3,001 - $50,000	$77.00 + $9.00 per $1,000 or fraction thereof over $3,000
Miscellaneous Construction Commercial	$50,000 and above	$500.00 +$4.50 per $1,000 or fraction thereof over $50,000
Miscellaneous Construction Residential	$50,000 and above	$500.00 + $4.00 per $1,000 or fraction thereof over $50,000
Multi-Family and Commercial Plans Check Fee	Each	75% of permit fee (non-refundable)
Residential Plans Check Fee	Each	50% of permit fee (non-refundable)

Section VI – Growth Management Fees (continued)

Building Safety Fees (continued)

Item/Description	Basis (Value of Construction)	Fee
Application Fees		
Construction Trailers	Each	$75.00
Demolition	Each	$75.00
Electrical < 200 amps	Each	$75.00
Electrical (pools/spas/water features)	Each	$75.00
HVAC Change Out (per unit, single family or multi-family residential)	Each	$75.00
HVAC Change Out COMMERCIAL	Each	$75.00
Water Heater Change Out (per unit, single family or multi-family residential)	Each	$75.00
Plumbing Permit	Each	$75.00
Manufactured Homes	Each	$25.00
Moving a Structure	Each	$100.00
Spa (portable)	Each	$50.00
Swimming Pool or Spa Single Family	Each	$100.00
Swimming Pool or Spa Commercial	Each	$150.00
Irrigation Systems (per system)	Each	$100.00
Tent or Air Supported Structure	Each	$100.00
Water Feature (Fountains)	Each	$100.00
First Re-inspection per each permit	Each	$100.00
Failure to obtain inspection approval	Each	$100.00
Subsequent re-inspections per each permit	Each	$150.00
Safety Inspection	Each	$100.00
Residential Plan Remarking	Each	$100.00
4th copy of Building Plans for Remarking/Rechecking of Single Family Plans at Time of Initial Submittal	Each	$25.00
Commercial Plan Remarking	Each	$200.00
Construction Board of Adjustments and Appeals Application	Each	$250.00
Work without Applicable Permit	Each	Value of permit fee X 3

Additional Notes:

- Waiver of Fees.
  - Fees shall be waived for single family construction alterations to enlarge, alter, repair, remodel or add additions to existing structures when the value of said alteration is less than one thousand dollars ($1,000.00). A permit is required. Mechanical work is not subject to this waiver.
  - Fees of less than two hundred dollars ($200.00) for repair or renovation of single-family structures when the work to be performed is sponsored by a 501(C)(3) organization shall be waived upon submission of a letter to the building official verifying the sponsorship of the work to be performed.
  - Fees shall be waived for all permits associated with the Neighborhood Assistance Program and Affordable Housing Public Private Partnerships.
  - The Town Council may waive any or all fees if it is deemed in the best interests of the Town.

Section VI – Growth Management Fees (continued)

Building Safety Fees (Additional Notes continued)

- Plan checking fees.
  - When the value of construction for multi-family or commercial structures exceeds one thousand dollars ($1,000.00) and a plan is required to be submitted, a plan checking fee shall be paid to the building department at the time of plan submittal and specifications for checking. Said plan checking fee shall be equal to seventy-five (75%) percent of the building or miscellaneous permit fee.
  - Residential (Single Family) Plan Check Fees are required for all permits that require a plans check regardless of the value of construction. Said plans checking fee shall be equal to fifty percent (50%) of the building or miscellaneous fee.
  - A fee of one hundred dollars ($100.00) shall be charged for all remarking/rechecking of single-family plans after issuance. Commercial remarking/rechecking fee shall be one half (½) of the original plan checking fee or $200.00 whichever is less.
- Residential HVAC change out permits do not include duct work.
- Additional details regarding fees are contained in the Municipal Code of the Town of Bluffton, Chapter 5, Official Construction Code, Section 109.Fees.

Planning and Environmental Applications and Permits

Item/Description	Basis	Application Fee
Addressing	Each	$0.00
Annexation:		
100% Petition	Each	$500.00
75% Petition	Each	$650.00
25% Petition	Each	$650.00
Appeal	Each	Residential $250.00 Commercial $500.00
Certificate of Appropriateness:		
Highway Corridor Overlay District	Each	$500.00
Amendment	Each	$100.00
Extension	Each	$50.00
Historic District	Each	$500.00
Amendment	Each	$100.00
Extension	Each	$50.00
Historic District – Demolition	Each	$250.00
Certificate of Construction Compliance	Each	$100.00
Comprehensive Plan Amendment	Each	$500.00
Designation of Contributing Structure	Each	$250.00
Development Agreement:		
New	Each	$2,000.00
Amendment	Each	$2,000.00
Development Plan:		
Preliminary	Each	$750.00
Final	Each	$1,000.00
Amendment	Each	$750.00
Extension	Each	$300.00

Section VI – Growth Management Fees (continued)

Planning and Environmental Applications and Permits (continued)

Item/Description	Basis	Application Fee
Development Agreement:		
New	Each	$2,000.00
Amendment	Each	$2,000.00
Development Plan:		
Preliminary	Each	$750.00
Final	Each	$1,000.00
Amendment	Each	$750.00
Extension	Each	$300.00
Development Surety	Each	$100.00
Emergency Permitting	Each	$0.00
HD Signage and Site Features	Each	$50.00
Exempt Plat	Each	$50.00

Planning and Environmental Sustainability Fees

Item/Description	Basis	Application Fee
Printed Copy:		
Annexation Policy & Procedure Manual	Each	$25.00
Application Manual	Each	$55.00
Stormwater Design Manual	Each	$60.00
UDO, Comp. Plan	Each	$95.00
PUD Concept Plan:		
New	Each	$750.00
Amendment	Each	$250.00
PUD Master Plan:		
New	Each	$750.00
Amendment	Each	$250.00
Extension	Each	$250.00
Public Project	Each	$0.00
Sign	Each	$50.00
Silviculture	Each	$1,500.00
Special Exception	Each	$500.00
Street Naming	Each	$0.00
Street Renaming	Each	$250.00
Subdivision:		
General:		
New	Each	$200 + 10.00/lot
Amendment	Each	$50.00 + $10.00/lot
Extension	Each	$50.00 + $10.00/lot
Historic District:		
New	Each	$100.00 + $10.00/lot
Amendment	Each	$50.00 + $10.00/lot
Extension	Each	$50.00 + $10.00/lot

Section VI – Growth Management Fees (continued)

Planning and Environmental Sustainability Fees (continued)

Transfer of Development Rights	Each	$1,000.00
Tree Removal	Each	$75.00
UDO Text Amendment	Each	$750.00
Variance	Each	Residential $250.00 Commercial $500.00
Zoning Map Amendment	Each	$750.00
Zoning Permit	Each	$100.00
Zoning Verification Letter	Each	Basic $25.00 Advanced $100.00

Additional Notes:

- Town Council may waive any or all fees for applications if it is deemed in the best interest of the Town.
- Applications requiring additional Public Hearings above and beyond the number specified in the Growth Management Application Table in the UDO Application Manual shall be subject to a $200.00 fee per additional Public Hearing.
- In the event that a Feasibility Study for an Annexation Application will need to be contracted out to a third party, the Application shall be responsible for the full cost of the Study.
- Building Permit and Business License Application Fees include the Zoning Permit Application Fee therefore, no additional fee is necessary.

Developmental Agreement Fees

Item/Description	Basis	Fee
Bluffton Village		
Commercial, Retail, and Multi-Family Space		Fee Per Development Agreement
Individual Dwelling Units		Fee Per Development Agreement
Dependency Units		Fee Per Development Agreement
Boat Ramp Fee (per dwelling units)	Each	$25.00
Buckwalter		
Single Family Residential (SFR) Affordable Housing		Fee Per Development Agreement
SFR < 2,000 sq. ft.		Fee Per Development Agreement
SFR > 2,000 sq. ft. to 3,000 sq. ft.		Fee Per Development Agreement
SFR > 3,000 sq. ft.		Fee Per Development Agreement
Multi-Family (MF) – 1 bedroom		Fee Per Development Agreement
Multi-Family (MF) – 2 bedroom		Fee Per Development Agreement
Multi-Family (MF) – 3 bedroom		Fee Per Development Agreement
Commercial Development		Fee Per Development Agreement
Municipal Improvement Development Fee – All Residential Units Within: Baynard Park, Hampton Lake, Resort Tract, Lawton Station, Northern Tract, Parkside, Rose Dhu Creek Phases II & III	Each	$900.00
Boat Ramp Fee (per dwelling units)	Each	$25.00

Section VI – Growth Management Fees (continued)

Developmental Agreement Fees (continued)

Jones Estate		
Single Family Residential (SFR)		
Affordable Housing < $124,000		Fee Per Development Agreement
SFR < 2,000 sq. ft.		Fee Per Development Agreement
SFR > 2,000 sq. ft. to 3,000 sq. ft.		Fee Per Development Agreement
SFR > 3,000 sq. ft.		Fee Per Development Agreement
Multi-Family (MF) – 1 bedroom		Fee Per Development Agreement
Multi-Family (MF) – 2 bedroom		Fee Per Development Agreement
Multi-Family (MF) – 3 bedroom		Fee Per Development Agreement
Commercial Development		Fee Per Development Agreement
Municipal Improvement Development Fee –		
All Residential Units Within: Cypress Ridge	Each	$900.00
Boat Ramp Fee (per dwelling units)	Each	$25.00
Schultz Tract, New Riverside, Palmetto Bluff		
Single Family Residential (SFR)		Fee Per Development Agreement
Multi Family		Fee Per Development Agreement
Commercial Per Square Foot		Fee Per Development Agreement
Municipal Improvement Development Fee –		
All Residential Units Within: New Riverside	Each	$900.00
Boat Ramp Fee (per dwelling units)	Each	$25.00
Village at Verdier Plantation		
Single Family Residential (SFR) < 1,800 sq. ft.		Fee Per Development Agreement
SFR 1,801 – 2,400 sq. ft.		Fee Per Development Agreement
SFR 2,401 – 3,000 sq. ft.		Fee Per Development Agreement
SFR > 3,000 sq. ft.		Fee Per Development Agreement
Multi-Family (MF) – 1 bedroom		Fee Per Development Agreement
Multi-Family (MF) – 2 bedroom		Fee Per Development Agreement
Multi-Family (MF) – 3 bedroom		Fee Per Development Agreement
Commercial Development		Fee Per Development Agreement
Boat Ramp Fee (per dwelling units)	Each	$25.00
Additional Notes: • Town Council may waive any or all fees if it is deemed in the best interests of the Town.		

Section VII – Stormwater Management Fees

Residential Land Uses

Residential Type	Factor	Fee
Administrative Fee		$5.00
Impervious Area Units (IA)		$85.00
Tier 1 – Single Family Unit ≤ 2,521 sq. ft.	0.50	
Tier 2 – Single Family Unit 2,522 to 7,265 sq. ft.	1.00	
Tier 3 – Single Family Unit ≥ 7,266 sq. ft.	1.50	
Mobile Homes	0.36	
Apartments	0.39	
Townhouses	0.60	
Condominiums	0.27	
Commercial (Impervious Area – IA; Square Feet – SF)	IA * 4,906 SF	
Gross Area Charge (GA)		$25.00
First 2 acres	1.00	
For every acre above 2 acres and up to 10 acres	0.50	
For every acre above 10 acres and up to 100 acres	0.40	
For every acre above 100 acres	0.30	
Town of Bluffton SWU		$115.00

The formula is as follows:

Calculation of Tier 1 Single Family Units on less than 2 acres:

$85 * .5 = $42.50 + $25.00 + $5.00 = $72.50

Calculation Example of Tier 3 Single Family Unit with GA of 7 acres:

$127.50 + 25.00 + ((7-2) x .5 x 25 = 62.50) + 5.00 = $215.00

Non-residential properties are charged the same rate as residential properties.

Vacant Land is charged various runoff rates based on parcel category and whether land is disturbed or undisturbed. Fees can vary from $0.44 to $21.79 per acre.

National Pollutant Discharge Elimination System (NPDES) Fees

Item/Description	Fee
Stormwater Plan Review Fee	
Residential <1 acre (not part of subdivision)	Exempt
Residential (single family or subdivision), Multi-family, or Non-Residential per disturbed acre (round up to the next whole acre)	$250.00 ($5,000 max)
Stormwater Plan Amendment/Resubmittal Fee	
Residential <1 acre (not part of subdivision)	Exempt
Residential (single family or subdivision), Multi-family, or Non-Residential per disturbed acre (round up to the next whole acre)	$150.00 ($2,500 max)

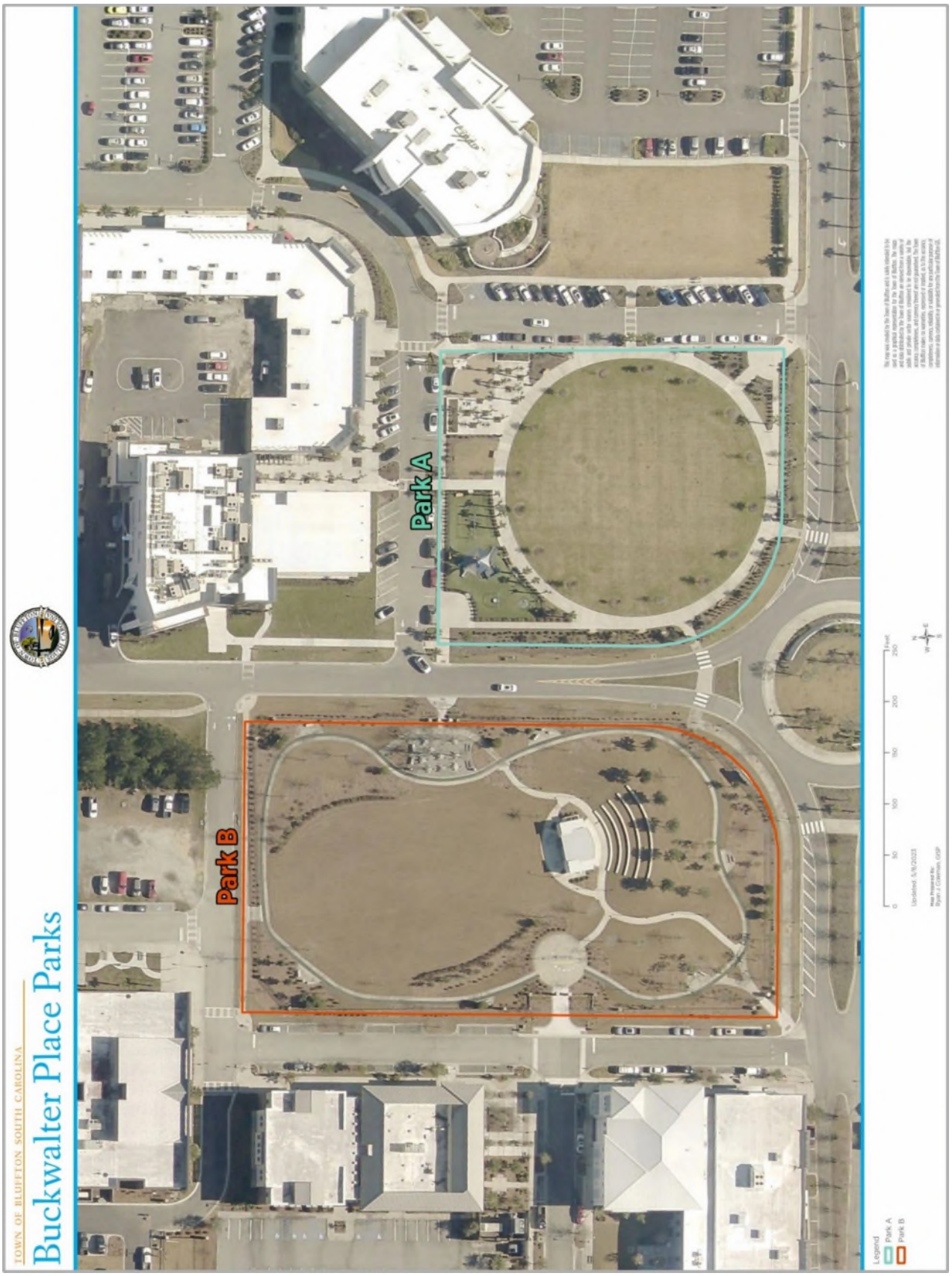
Section VII – Stormwater Management Fees (continued)

National Pollutant Discharge Elimination System (NPDES) Inspection Fees

Item/Description	# of Acres	Fee
Erosion Control Inspection ~~& Re-Inspection~~ Fees Residential <1 acre (not part of subdivision)		$150.00 /inspection
Residential (single family or subdivision), Multi-family, or Non-Residential per disturbed acer (round up to the next whole acre)	0.0-0.99 acres 1.0-5.0 acres 5.01-10 acres 10.01+ acres	$150.00/inspection $250.00/inspection $350.00/inspection $450.00/inspection
Re-Inspection Resulting for Notice of Violation Fee Residential <1 acre (not part of subdivision)		$~~150~~200.00 /inspection ~~$200.00 to remove Stop Work Order~~
Residential (single family or subdivision), Multi-family, or Non-Residential per disturbed acre (round up to the next whole acre)	0.0-0.99 acres 1.0-5.0 acres 5.01-10 acres 10.01+ acres	$200.00 $300.00 $400.00 $500.00 ~~$250.00 to remove Work Order~~
Re-Inspection Resulting from Stop Work Order (SWO) Residential <1 acre (not part of subdivision)		$200
Residential (single family or subdivision), Multi-Family, or Non-Residential per disturbed acre (round up to the next whole acre)	0.0-0.99 acres 1.0-5.0 acres 5.01-10 acres 10.01+ acres	$200 $300 $400 $500
Waiver Request Residential <1 acre (not part of subdivision)		Exempt
Residential (single family or subdivision), Multi-family, or Non-residential ~~per disturbed acre (round up to the next whole acre)~~		$350.00

Notice of Termination (NOT) Fees		
Notice of Termination (NOT) Review		$100.00
Notice of Termination (NOT) Resubmittal Review		$50.00
Notice of Termination (NOT) ~~Residential~~ Inspection	0.0-0.99 acres 1.0-5.0 acres 5.01-10 acres 10.01+ acres	$100.00 $150.00 $200.00 $250.00
Notice of Termination (NOT) ~~Residential~~ Re-Inspection	0.0-0.99 acres 1.0-5.0 acres 5.01-10 acres 10.01+ acres	$50.00 $100.00 $150.00 $200.00

Buckwalter Place Commerce Park, Park A and Park B



TOWN COUNCIL

STAFF REPORT
Finance & Administration Department

MEETING DATE:	May 14, 2024
PROJECT:	Consideration of an Ordinance Amending the Town of Bluffton Code of Ordinances, Chapter 24, Taxation – First Reading
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, Director of Finance & Administration

REQUEST:

Town Council consider approval of first reading of the proposed ordinance amending Town of Bluffton Code of Ordinance, Chapter 24, Taxation with the following two changes:

1. Change the word "all" to "state" contained in the second sentence of Chapter 24, Article II, Division 1, Sec. 24-19, paragraph (a) "*…the Accommodations Tax Advisory Committee shall make recommendations to Town Council concerning the expenditure of revenue generated from ~~all~~ state accommodations tax in accordance with and subject to the provisions and allocations set forth in this article…"*

2. Remove what is currently in paragraph (c) *Operations and maintenance* of Chapter 24, Article II, Division 2, Sec. 24-26 – Management and use of local accommodations tax and move paragraph (d) *Reserve fund* to (c) to replace it.

BACKGROUND:

This amendment addresses two main items:

1. Accommodations Tax Advisory Committee (ATAC)

In accordance with S.C. Code 1976 § 6-4-25, Advisory Committee; guidelines for expenditures; annual reports; reports to Accommodations Tax Oversight Committee, "*A municipality or county receiving more than fifty thousand dollars in revenue from the accommodations tax in county areas collecting more than fifty thousand dollars shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the accommodations tax."*

Additionally, in S.C. Code Title 6 – Local Government, Chapter 1 – General Provisions, Article 5 – Local Accommodations Tax, there is not the requirement for ATAC's oversight that's stated in Chapter 4 – Allocation of Accommodations Tax Revenues pertaining to South Carolina tax on accommodations.

On March 20, 2007, the Town of Bluffton moved, approved, and adopted the establishment of the required advisory committee by resolution. On June 11, 2019, Town Council amended the Ordinance to include ATAC within the Town of Bluffton Code of Ordinance due to the longevity and the significance as the committee is required by State Law.

Currently our Town Code Chapter 24, Article II, Division 1, Sec. 24-19 – Accommodations Tax Advisory Committee; Establishment, paragraph (a) contains the following:

"The Town hereby ratifies and confirms the establishment of the Accommodations Tax Advisory Committee to perform such duties and functions as are required or authorized by the Town Council and/or State law. In particular, the Accommodations Tax Advisory Committee shall make recommendations to Town Council concerning the expenditure of revenue generated from all accommodations tax in accordance with and subject to the provisions and allocations set forth in this article and any guidelines adopted by the Town and the Accommodations Tax Advisory Committee membership."

The wording notes "all accommodations tax" which is contrary to wording in Division 2, Sec. 24-26 – Management and use of local accommodations tax, paragraph (a), General Allocations within the same Article II, that states:

"Authorization to utilize any funds from the local accommodations tax account shall be by the annual budget ordinance duly adopted by Town Council, as the same may be amended from time to time."

2. Edits in Chapter 24 – Taxation, Division 2, Sec. 24-26 – Management and use of local accommodations tax, Paragraph (c) Operations and maintenance

In the proposed FY2025 Town of Bluffton Budget, there are allocations to support the General Fund from the Local Accommodations Tax Fund that exceed the limit noted in paragraph (c) of up to ten percent.

The FY2025 proposed budget includes a transfer from the Local Accommodations Tax Fund to the General Fund of $536,059 to support for the following:

- 15% for Workforce Housing initiatives
- Special events
- Community programs
- Town of Bluffton Welcome Center projected to open January 1, 2025

NEXT STEPS:

Process	Date	Step Completed
Town Council Ordinance Amendment – 1st Reading	May 14, 2024	✓
ATAC Meeting	May 21, 2024	
Town Council Ordinance Amendment – 2nd Reading	June 11, 2024	

SUMMARY:

This is First Reading of the proposed ordinance amending the Town of Bluffton Code of Ordinance, Chapter 24, Article II to clarify the confusion between Divisions 1 and 2 regarding ATAC's responsibility pertaining to local accommodations taxes and removes the ten percent limit of local accommodations tax support in the General Fund.

ATTACHMENTS:

1. Proposed Ordinance Chapter 24 – Taxation
2. Markup of existing Ordinance Chapter 24 – Taxation, Article II – Accommodations Tax with amendments
3. Regional Comparison
4. Recommended Motion

ORDINANCE NO. 2024 - ___

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AMENDING CHAPTER 24, *TAXATION* OF THE TOWN CODE OF ORDINANCES

WHEREAS, the Town of Bluffton desires to improve the general safety, welfare, health and properties of the citizens of the Town of Bluffton; 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 5-7-30 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 Chapter 24, *Taxation*, to include updating the language in Section 24-19, Accommodations Tax Advisory Committee; establishment to clarify recommendations to Town Council concerning the expenditure of revenue generated from state accommodations tax in Division 1 of Article II, removing paragraph c *Operations and maintenance* from Sec. 24-26, Management and use of local accommodations tax of Division 2 in Article II and moving paragraph d *Reserve fund* up to c.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, the Town hereby amends the Code of Ordinances for the Town of Bluffton as follows:

SECTION 1. AMENDMENT. The Town of Bluffton hereby amends Chapter 24, *Taxation*, of the Code of Ordinances for the Town of Bluffton, South Carolina, to amend the ordinance to include a language update, removal of a paragraph and a relabel of a paragraph, as shown on Attachment 2 attached hereto and fully incorporated herein by reference.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances that are inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3. ORDINANCE IN FULL FORCE AND EFFECT. This entire Ordinance shall take full force and effect upon adoption.

DONE, RATIFIED AND ENACTED this ____ day of _____, 2024.

This Ordinance was read and passed at first reading on _____, 2024.

Larry Toomer, Mayor
Town of Bluffton, South Carolina

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

This Ordinance was read and passed at final reading on _____, 2024.

Larry Toomer, Mayor
Town of Bluffton, South Carolina

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

ARTICLE II. ACCOMMODATIONS TAX[1]

DIVISION 1. GENERAL

Sec. 24-18. Definitions.

Except where the context otherwise requires, the definitions set forth in this section shall govern the construction of this article:

Accommodation shall mean a room or rooms, campground space, lodging, or other sleeping accommodations furnished to transients by any hotel, inn, tourist camp, tourist court, motel, campground, residence, bed-and-breakfast, vacation rental, or any other place in which rooms, lodgings, or sleeping accommodations are furnished to transients for consideration, whether with or without meals.

Accommodations tax means a tax imposed on the gross proceeds derived from the rental or charges for any accommodation furnished to transients and which is imposed on every person engaged or continuing within the Town the business of furnishing accommodations to transients for any consideration.

Additional guest charge shall mean a charge or fee imposed upon a transient for:

(1) Room service;

(2) Laundering or dry cleaning service;

(3) In-room movies;

(4) Telephone service; and/or

(5) Rental of meeting rooms.

Charge shall mean any and all related markup, service fee, convenience fee, facilitation fee, cancellation fee, late departure fee, and other such charge, regardless of terminology, assessed in conjunction with the rental of an accommodation. The term "charge" shall not include additional guest charges.

Designated marketing organization (DMO) shall mean a qualified nonprofit organization with either an existing, ongoing tourist promotion program or that has demonstrated the capabilities of developing an effective tourist promotion program that has been designated by Town Council as a designated marketing organization in accordance with the provisions of this article and State law.

Gross proceeds shall mean the gross amount of consideration for the use or privilege of using an accommodation in the Town, valued in money, whether received in money or otherwise, including cash, credits, property and services, determined without any deduction for costs or expenses whatsoever, and shall include any and all charges that the transient pays incidental to obtaining the use or privilege of using an accommodation;

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[1]Editor's note(s)—Ord. No. 2019-09 , § 1(Att. 2), adopted June 11, 2019, amended Article II in its entirety to read as herein set out. New sections were added, subsequently renumbering §§ 24-20 and 24-21 as 24-21 and 24-22. Former § 24-22 was incorporated into § 24-23. For a more detailed description please see the code comparative table. The historical notation remains with the amended sections.

State law reference(s)—Local accommodations tax, S.C. Code of 1976 § 6-1-500 et seq.

provided, however, the term "gross proceeds" shall not include charges that are assessed to the taxpayer on account of the tax imposed by this chapter or on account of any other tax imposed on the charge or fee.

Tourist shall mean a person who does not reside within the corporate limits of the Town or within a Town zip code that takes a trip into the corporate limits of the Town for any purpose, except daily commuting to and from work.

Transient shall mean any person who exercises occupancy or is entitled to occupancy in an accommodation for a period of 90 consecutive calendar days or less, counting portions of calendar days as full days. The day an occupant checks out of an accommodation shall not be included in determining the 90-day period if the occupant is not charged a rental fee or charge for that day by the operator. Any such occupant of an accommodation shall be deemed to be a transient until the period of 90 days has expired, unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of the ordinance codified in this chapter may be considered.

(Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

Sec. 24-19. Accommodations Tax Advisory Committee; establishment.

(a) The Town hereby ratifies and confirms the establishment of the Accommodations Tax Advisory Committee to perform such duties and functions as are required or authorized by the Town Council and/or State law. In particular, the Accommodations Tax Advisory Committee shall make recommendations to Town Council concerning the expenditure of revenue generated from state accommodations tax in accordance with and subject to the provisions and allocations set forth in this article and any guidelines adopted by the Town and the Accommodations Tax Advisory Committee membership.

(1) The Accommodations Tax Advisory Committee shall be appointed by Town Council and whose composition and membership shall be composed in accordance with State law and this Code.

(2) *Term and meetings.*

a. The Accommodations Tax Advisory Committee, in conjunction with Town Council, shall adopt guidelines to fit the needs and time schedules of the Municipality, which guidelines shall include the requirements for applications for funds from the special accommodations tax fund that are to be used for tourism-related expenditures as defined by State law and this Code.

b. Meetings of the Accommodations Tax Advisory Committee shall be conducted in accordance with Chapter 3 of the Town Code and any such Rules of Procedure adopted by the Accommodations Tax Advisory Committee.

(b) *Powers and duties.*

(1) The Accommodations Tax Advisory Committee shall review all applications for funds from the special fund(s) used for tourism-related expenditures created pursuant to this article and/or State law and shall submit written recommendations to Town Council at least once annually regarding the expenditure of such accommodation tax funds. The recommendations must be considered by Town Council in conjunction with the requirements of S.C. Code of 1976 § 6-4-5, et seq.

(2) The Accommodations Tax Advisory Committee shall also review and evaluate all tendered responses and contracts received by the Town pursuant to any request for proposals or other procurement initiatives regarding the Town Council's designation of one or more designated marketing organizations and shall advise Town Council regarding the designation of the same and the award of any contract to one or more designated marketing organizations up to a three-year term without an automatic renewal for additional terms.

(3) No applicant may receive funds from the special accommodations tax fund unless such applicant's application has been first reviewed by the Accommodations Tax Advisory Committee.

(Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

Sec. 24-20. Designated marketing organization.

(a) *Designation by Town Council.* In accordance with S.C. Code of 1976 § 6-4-10(3), the Town Council shall designate one or more qualified nonprofit organizations as a designated marketing organization for the purpose of managing and directing the expenditure of certain tourism promotion funds to be allocated to the designated marketing organization pursuant to State law or this article.

(b) *Criteria for eligibility.* To be eligible for selection as a designated marketing organization, the organization must be local, organized and operated for exempt purposes as a nonprofit with 501(c) status, and whose membership predominantly consists of representatives from the lodging, restaurant, golf, tennis, and/or related hospitality industry. The organization must employ a full-time Executive Director and provide an annual audited financial report in accordance with Generally Accepted Accounting Principles (GAAP).

(c) *Annual budget.* All designated marketing organizations are required to submit for approval an annual budget of planned expenditures. The proposed budgets shall be submitted to the Town prior to April 1 for review by the Town's Accommodations Tax Advisory Committee. At the end of each fiscal year, designated marketing organization receiving funds pursuant to this section shall render to the Town an accounting of all such expenditures by no later than November 1.

(d) *Contracting with designated marketing organization.* To better ensure that any designated marketing organization is complying with the intent of this article, Town Council may enter into one or more non-exclusive contracts with such designated marketing organization prior to or contemporaneously with the allocation of any accommodation tax revenue to such designated marketing organization.

(Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

DIVISION 2. LOCAL ACCOMMODATIONS TAX

Sec. 24-21. Declaration of purpose and intent; establishment of local accommodations tax.

This article is enacted to preserve the general health, safety, and welfare of the general public within the Town by enacting a three percent local accommodations tax to be collected for the purpose of creating an additional source of funding to pay, in whole or in part, for the current and future needs of the Town in compliance with S.C. Code of 1976 § 6-1-500, et seq.

(Ord. No. 2007-11, art. II, 8-21-2007; Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

Sec. 24-22. Tax rate.

(a) *Tax imposed.* A local accommodations tax equal to three percent is hereby imposed on the gross proceeds derived from the rental or charges for any accommodations within the Town.

(b) *Exemptions.* A local accommodations tax shall not apply to the gross proceeds from the rental or charges for accommodations that are exempt from the State accommodations tax pursuant to the State Code.

(Ord. No. 2007-11, art. III, 8-21-2007; Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

Sec. 24-23. Collection and payment of the local accommodations tax; remittance.

(a) *Payment of local accommodations tax.* The ultimate incidence of and liability for payment of the local accommodation tax shall be borne by the occupant of any such accommodation. The accommodation tax herein levied shall be in addition to any and all other taxes. It shall be the duty of every owner, manager or operator of an accommodation to secure said accommodation tax from the occupant of said accommodation and pay over to the Town said accommodation tax under rules and regulations prescribed by the Town and as otherwise provided by this article. The local accommodations tax shall be paid at the time of delivery of the services to which the local accommodations tax applies, and shall be collected by the provider of the services.

(b) *Collection of local accommodations tax.* The local accommodation tax herein levied shall be secured by the owner, manager or operator of the accommodation from the transient when collecting the price, charge or rent to which it applies. The accommodation tax shall be paid to the person required to collect it as trustee for and on behalf of the Town.

(c) *Remittance.* The local accommodations tax collected by the provider of the services as required in this section shall be remitted to the Town on a monthly basis when the estimated amount of average tax is more than $50.00 a month, on a quarterly basis when the estimated amount of average tax is $25.00 to $50.00 a month, and on an annual basis when the estimated amount of average tax is less than $25.00 a month. Payments are due on or before the 20th day following the end of the filing period.

(d) *Remittance forms.* The Town shall promulgate a form of remittance which shall be utilized by the remitter of the local accommodation tax to calculate the amount of local accommodation tax collected and due for each period. Said form shall contain a sworn declaration as to the correctness thereof by the remitter, and shall be accompanied by the payment due to the Town. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

(Ord. No. 2007-11, arts. IV, V, 8-21-2007; Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

Sec. 24-24. Local accommodations tax account.

(a) An interest-bearing, restricted account to be known as the Town "local accommodations tax account" is hereby established and all revenues received from the local accommodations tax shall be deposited into this account. The account shall be controlled by the Town Manager or his designee. The principal and any accrued interest thereon shall be spent only as provided in this article.

(b) Deposits into the local accommodations tax account may also include appropriations from the general fund by the Town Council and voluntary contributions of money and other liquid assets from any source. Once any such funds are deposited into the local accommodations tax account, the funds become dedicated funds and may only be spent as provided in this article.

(Ord. No. 2007-11, art. VI, 8-21-2007; Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

Sec. 24-25. Permitted uses of local accommodations tax funds.

The Town Council is hereby authorized to utilize the funds collected from the imposition and collection of the local accommodations tax and any other funds deposited into the local accommodations tax account exclusively for the following purposes:

(1) Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;

(2) Tourism-related cultural, recreational, or historic facilities;

(3) Beach access, renourishment, or other tourism-related lands and water access;

(4) Highways, roads, streets, bridges, and boat ramps providing access to tourist destinations;

(5) Advertisements and promotions related to tourism development;

(6) Water and sewer infrastructure to serve tourism-related demand;

(7) The operation and maintenance of those items provided in this section, including police, fire protection, emergency medical services, and emergency preparedness operations directly attendant to those facilities; and

(8) Any such other purpose permitted by State law.

(Ord. No. 2007-11, art. VII, 8-21-2007; Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

Sec. 24-26. Management and use of local accommodations tax.

(a) *General allocations.* Authorization to utilize any funds from the local accommodations tax account shall be by the annual budget ordinance duly adopted by Town Council, as the same may be amended from time to time.

(b) *Designated marketing organization.* The Town may set aside an amount not to exceed eight percent of this local accommodations tax revenue for allocation to a special fund for the designated marketing organization(s) to be used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity in accordance with this article. Any funds from this special fund to one or more designated marketing organization shall be distributed on a quarterly basis no later than 30 days after the end of the quarter. Funds awarded hereunder must only be used for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity, and not used to pledge as security for bonds and to retire bonds.

(c) *Reserve fund.* The Town may set aside, up to one percent of the local accommodations tax revenue deposited into the local accommodations tax account as a reserve fund for disaster management communications-oriented programs as a result of hurricanes, floods, or other natural or manmade disasters. Fund expenditures shall be used to provide for post-disaster advertising, a communications link to emergency agencies, and media programs to provide public notice. Funds may be distributed upon authorization by the Town Manager.

(Ord. No. 2007-11, art. VIII, 8-21-2007; Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

Sec. 24-27. Inspections and audits.

(a) For the purpose of enforcing the provisions of this article, the Town Manager or his designee is empowered to enter upon the premises of any person or entity subject to the provisions of this article and to make inspections, examine, and audit the books and records of such person or entity.

(b) It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon 24 hours' written notice. In the event that an audit reveals that false information has been provided by the remitter, the cost of the audit shall be added to the correct amount of local accommodations taxes determined to be due. This shall be in addition to any other fines or penalties provided by this article and/or the Code. The Town Manager or his designee may make systematic inspections of all establishments within the Town to ensure compliance with this article.

(c) Records of any such inspection shall not be deemed public records in accordance with S.C. Code of 1976 § 6-1-120, as amended.

(Ord. No. 2007-11, art. IX, 8-21-2007; Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

Sec. 24-28. Violations and penalty.

(a) It shall be a violation of this article to:

(1) Fail to collect the local accommodations tax as set forth in this article;

(2) Fail to remit to the Town any local accommodations taxes collected pursuant to this article by the due date thereof, as set forth in this article;

(3) Knowingly provide false information on any return submitted to the Town as set forth in this article; or

(4) Fail or refuse to provide books and records to the Town Manager or his designee upon 24 hours' written notice, as provided for in this article.

(b) Upon conviction for a violation hereof, the violator shall be guilty of a misdemeanor punishable as provided in Section 1-7 of this Code.

(c) In the event local accommodations taxes are not timely remitted to the Town as set forth in this article, the person or establishment failing to remit shall also pay a penalty of five percent of the unpaid amount for each month or portion thereof until said local accommodations taxes are paid in full.

(d) Upon identification of a delinquent account, the Town Manager or his/her designee has the authority to establish payment plans, revenue procedures, and reduce or waive penalties based on the revenue procedures as adopted with this amendment.

(Ord. No. 2007-11, art. X, 8-21-2007; Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

DIVISION 3. STATE ACCOMMODATIONS TAX

Sec. 24-29. State accommodations tax account.

(a) The Town Council shall provide for the use and administration of all monies received from the State through the accommodations tax program pursuant to S.C. Code of 1976 § 12-36-920, et seq., and S.C. Code of 1976 § 6-4-5, et seq.

(b) An interest-bearing, restricted account to be known as the Town "state accommodations tax account" is hereby established and, except as otherwise provided herein, all revenues received from the State accommodations tax shall be deposited into this account. The account shall be controlled by the Town Manager or his designee. The principal and any accrued interest thereon shall be spent only as provided in this article.

(Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

Sec. 24-30. Management and use of State accommodations tax revenue.

(a) *General fund.* In accordance with S.C. Code of 1976 §§ 6-4-10(1) and (2), the first $25,000.00 of accommodations tax revenue and five percent of the balance of the accommodations tax revenue received

by the Town from the State Department of Revenue shall be allocated to the general fund of the Town and is exempt from all other requirements of this article.

(b) *Designated marketing organization.* In accordance with S.C. Code of 1976 § 6-4-10(3), following the allocation of certain accommodations tax revenue to the Town's general fund as provided for in the foregoing subsection (a), the Town shall allocate 30 percent of the remaining balance of the accommodations tax revenue received by the Town from the State Department of Revenue to a special fund for one or more designated marketing organizations to be used only for advertising and the promotion of tourism to develop and increase tourist attendance through the generation of publicity in accordance with this article. Immediately upon an allocation of the accommodation tax revenue to the aforementioned special fund, the Town shall distribute the tourism promotion funds to the applicable designated marketing organization(s).

(1) In accordance with South Carolina State Law, the designated marketing organization(s) shall submit for approval an annual budget of planned expenditures. The proposed budget(s) shall be submitted to the Town prior to April 1.

(2) At the end of each fiscal year, designated marketing organization receiving funds pursuant to this section shall render to the Town an accounting of all such expenditures by no later than November 1.

(3) Funds allocated hereunder must only be used for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity, and not used to pledge as security for bonds and to retire bonds.

(c) The remaining balance, plus earned interest, received by the Town from the State Department of Revenue shall be allocated to the State accommodations tax account and shall be used for tourism-related expenditures and such other expenditures as permitted by S.C. Code of 1976 § 6-4-10(4).

(Ord. No. 2019-09 , § 1(Att. 2), 6-11-2019)

Secs. 24-31—24-59. Reserved.

Regional Comparison for Grant Applications

	Type of Grant Application	Review/ Recommendation	Timeframe	Deadline
Beaufort County	State	ATAC	Annual	3-Nov
	Local	Staff > Finance Committee > County Council	Annual	31-May
City of Beaufort	State	TDAC Tourism Development Advisory Committee	Annual	1-Sep
Town of Hilton Head Island	State	ATAC	Annual	1-Sep
City of Port Royal	State	ATAC	Annual	April
City of Charleston	State	ATAC	Annual	July
Town of Bluffton (Current)		ATAC	Quarterly	Last Day of March, June, September, and December by noon.

Council Motion Recommendation

Consideration of an Ordinance Amending the Town of Bluffton Code of Ordinances, Chapter 24, Taxation – First Reading

"I make a motion to approve the Ordinance Amending the Town of Bluffton Code of Ordinances, Chapter 24, Taxation as presented."

TOWN COUNCIL

STAFF REPORT
Growth Management Department

MEETING DATE:	May 14, 2024
PROJECT:	A Resolution to Consider an Updated Buck Island-Simmonsville Neighborhood Plan
PROJECT MANAGER:	Kevin P. Icard, AICP Director of Growth Management

BACKGROUND: Initially adopted by Town Council in 2009, the *Buck Island-Simmonsville Neighborhood Plan* was developed to address resident concerns related to inadequate infrastructure, land development pressures, and community safety. With the passing of 15 years and an updated Comprehensive Plan adopted by the Town in 2022 (*Blueprint Bluffton*), an assessment of the earlier plan provides an opportunity to determine if identified actions were achieved and whether unrealized actions should continue to be pursued with an updated plan. The update also allows for the identification of present-day needs and goals. The Town's Fiscal Year (FY) 23-24 Strategic Plan identifies the Plan update as a priority for its community quality of life focus area. The boundaries of the community are shown in Attachment 2.

The update is divided into three sections: Overview and Background, Existing Conditions, and an Action Plan. The Overview and Background describes the neighborhood planning process and the Buck Island-Simmonsville community, including a brief historic overview. The Existing Conditions section includes demographic, land use and zoning, housing, transportation and mobility, public safety, public services, and other relevant data that provide a snapshot of the neighborhood's assets, challenges, and opportunities. The Action Plan includes strategies that can be undertaken to achieve the objectives that were identified by an Advisory Committee through a series of meetings with Town staff. Responsible Town departments, potential partners and a suggested timeline for completion are included.

The acceptance or adoption of the *Neighborhood Plan Update* is not a guarantee or a commitment of Town resources. The identified action items and strategies, depending on their nature, can be considered by Town Council during its annual strategic planning process in which projects for the upcoming fiscal year are identified, prioritized and a budget established.

Neighborhood meetings were held on April 25, 2023 and March 14, 2024.

NEXT STEPS:

Process	Date	Complete
Step 1. Planning Commission Recommendation	April 24, 2024	✓
Step 2. Town Council– Public Meeting	May 14, 2024	✖

PLANNING COMMISSION RECOMMENDATION: Approval of the proposed Buck Island-Simmonsville Neighborhood Plan Update.

ATTACHMENTS:

1. Presentation
2. Neighborhood Plan Area Map
3. Resolution & Buck Island-Simmonsville Neighborhood Plan Update-Final Draft
4. Approved 2009 Neighborhood Plan
5. Suggested Motion

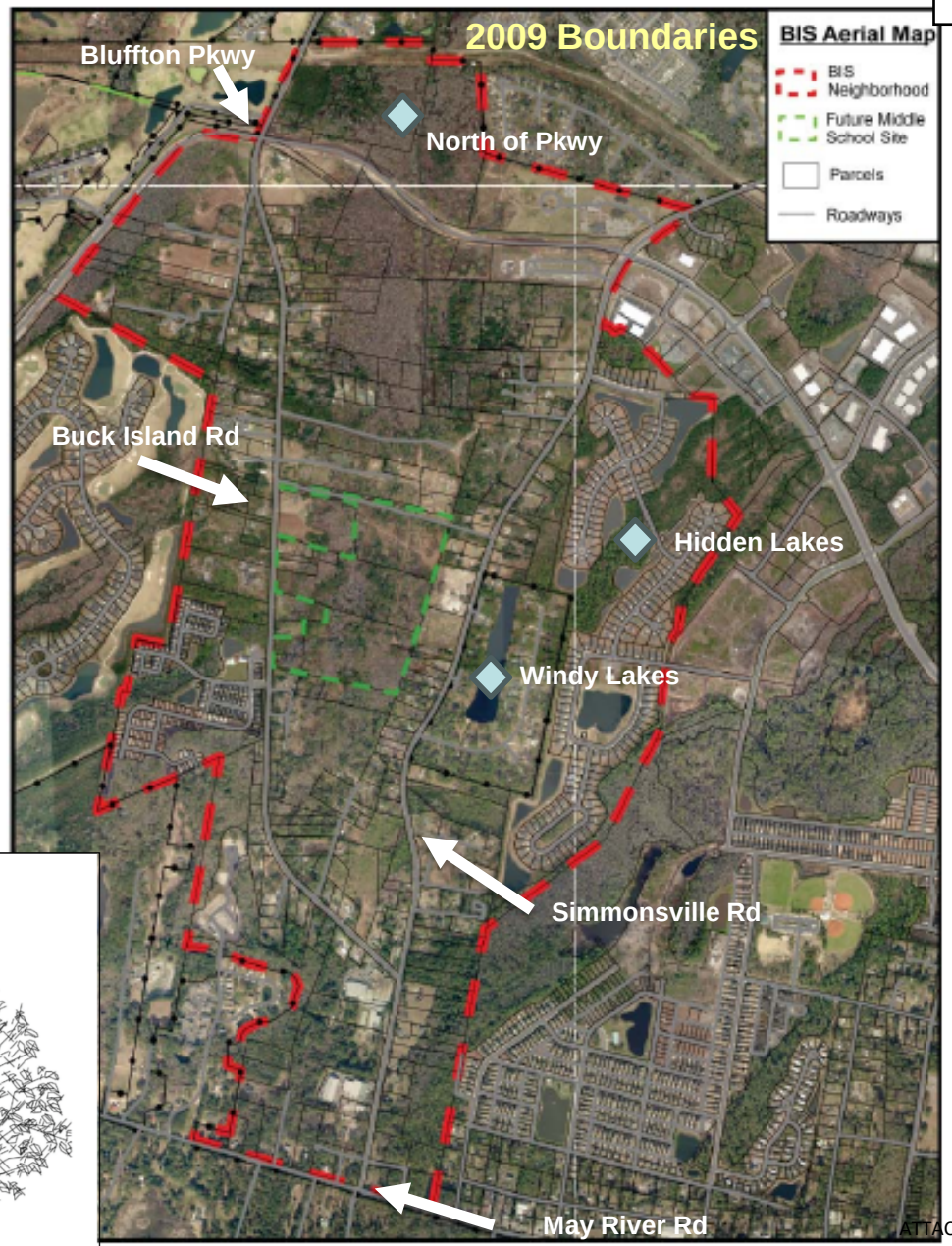
Consideration of a Resolution to Adopt the Buck Island – Simmonsville Neighborhood Plan Update

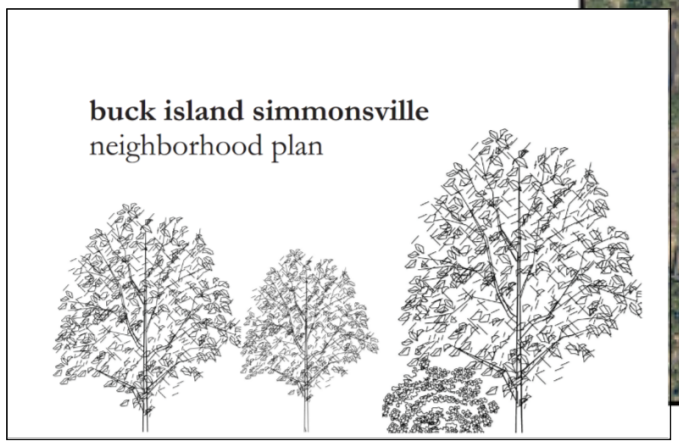
Public Hearing

Presentation to Town Council
May 14, 2024
Department of Growth Management
Kevin P. Icard, AICP

Initial 2009 Plan

- Area annexed in 2005 as part of a larger annexation
- Neighborhood Plan adopted in 2009
- Main concerns identified in 2009 Plan:
  - Inadequate infrastructure
  - Land development pressures
  - Community safety



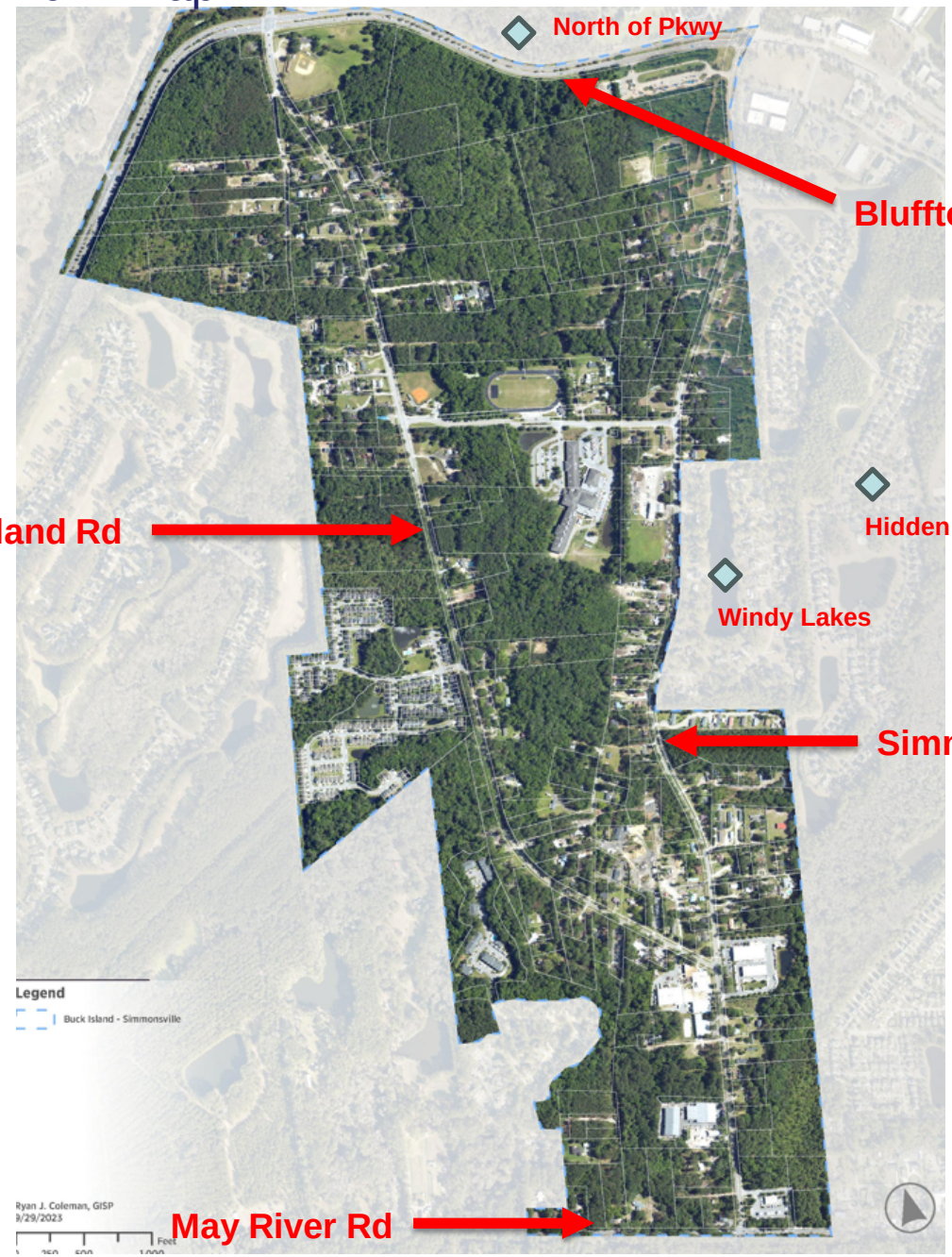


Areas not included in 2024 Plan.

2024 Plan Update

- 15 years since initial plan
- Comprehensive Plan (2022) action item
- Town Strategic Plan (FY23-24) priority
- Plan evaluates 2009 action items
- Plan identifies new priorities
- Plan Sections
  - Intro/Background and History
  - Existing Conditions
  - Action Plan
- Adoption does not commit resources – Town Council would consider action items during strategic planning process

2024 Map



Plan Development Process

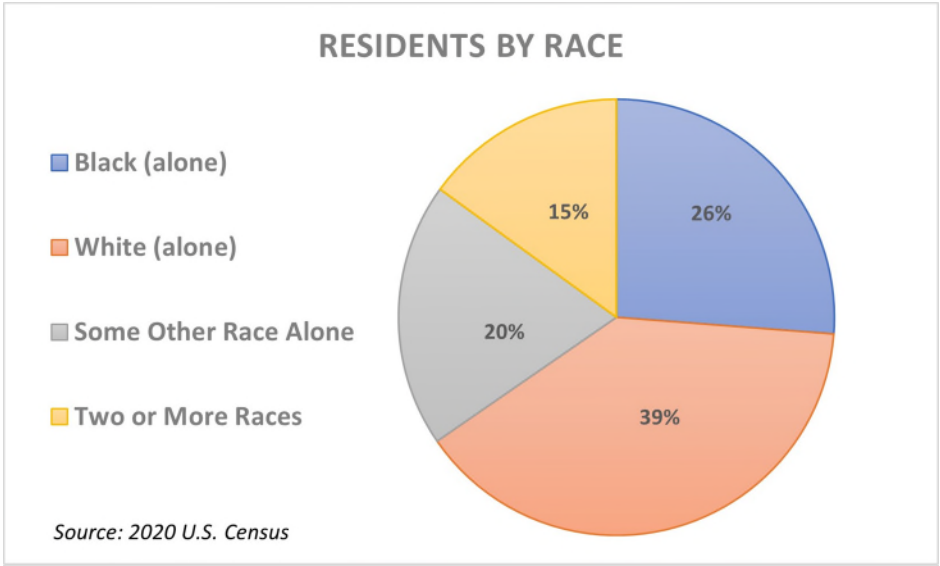
Plan Kick-off Meeting
April 25, 2023
± 52 attendees

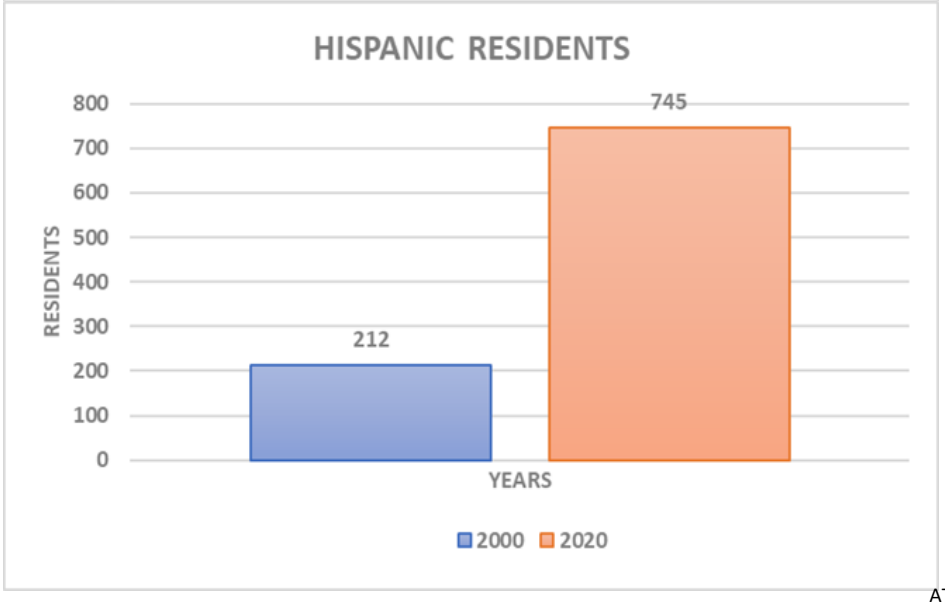
Advisory Committee Meetings
Five Meetings
10 members

Draft Plan Review Meeting
March 14, 2024
± 30 attendees

Demographics

- Approximate Population: 2,157 people (+15.8% increase since 2000)
- 688 individual households, 86.5% are families
- Anticipated number of new dwellings: ±400
- Anticipated number of new residents: 831
- Median Age: 32.8 (Bluffton median age is 38.9; County 47.8)
- 39.1% of residents 24 years old or younger;
- 30.9% under the age of 18



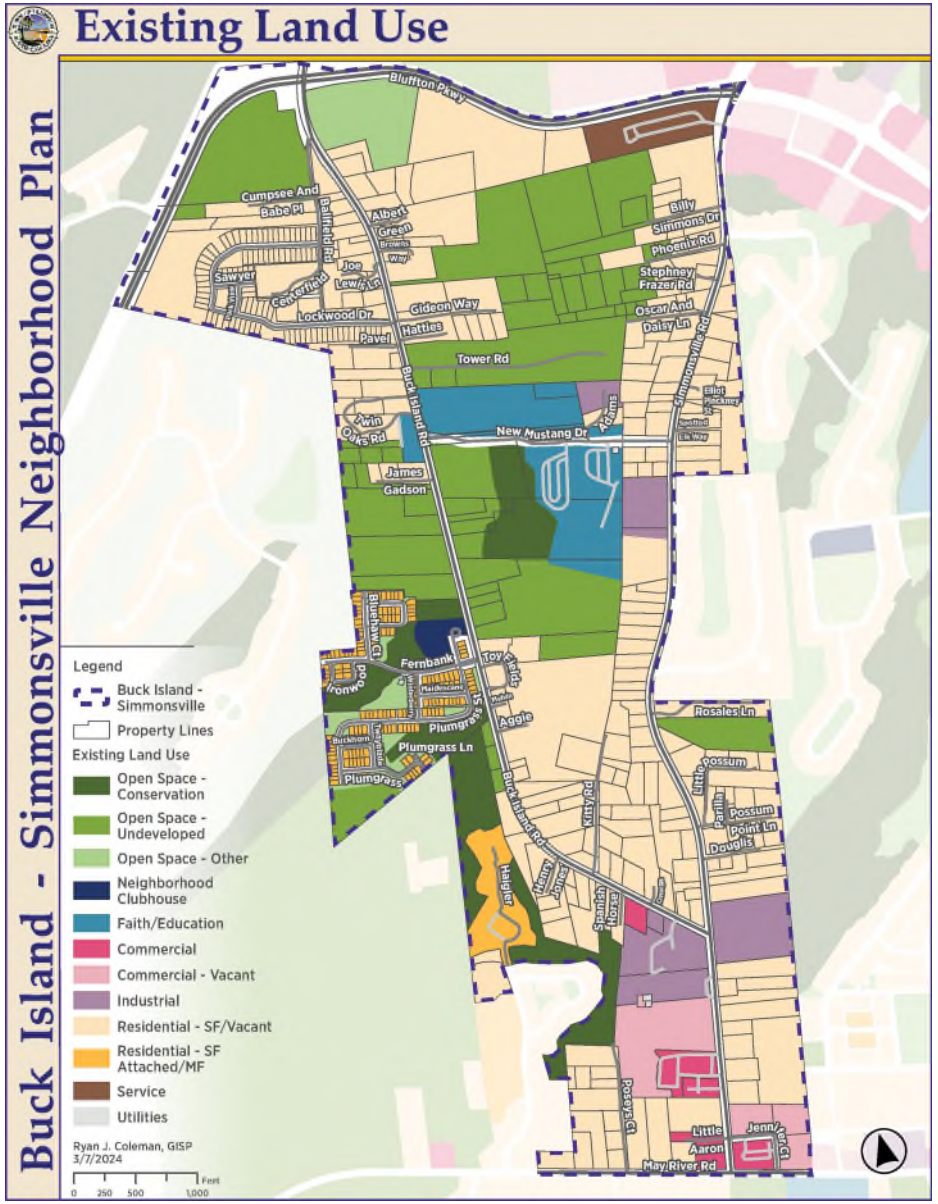


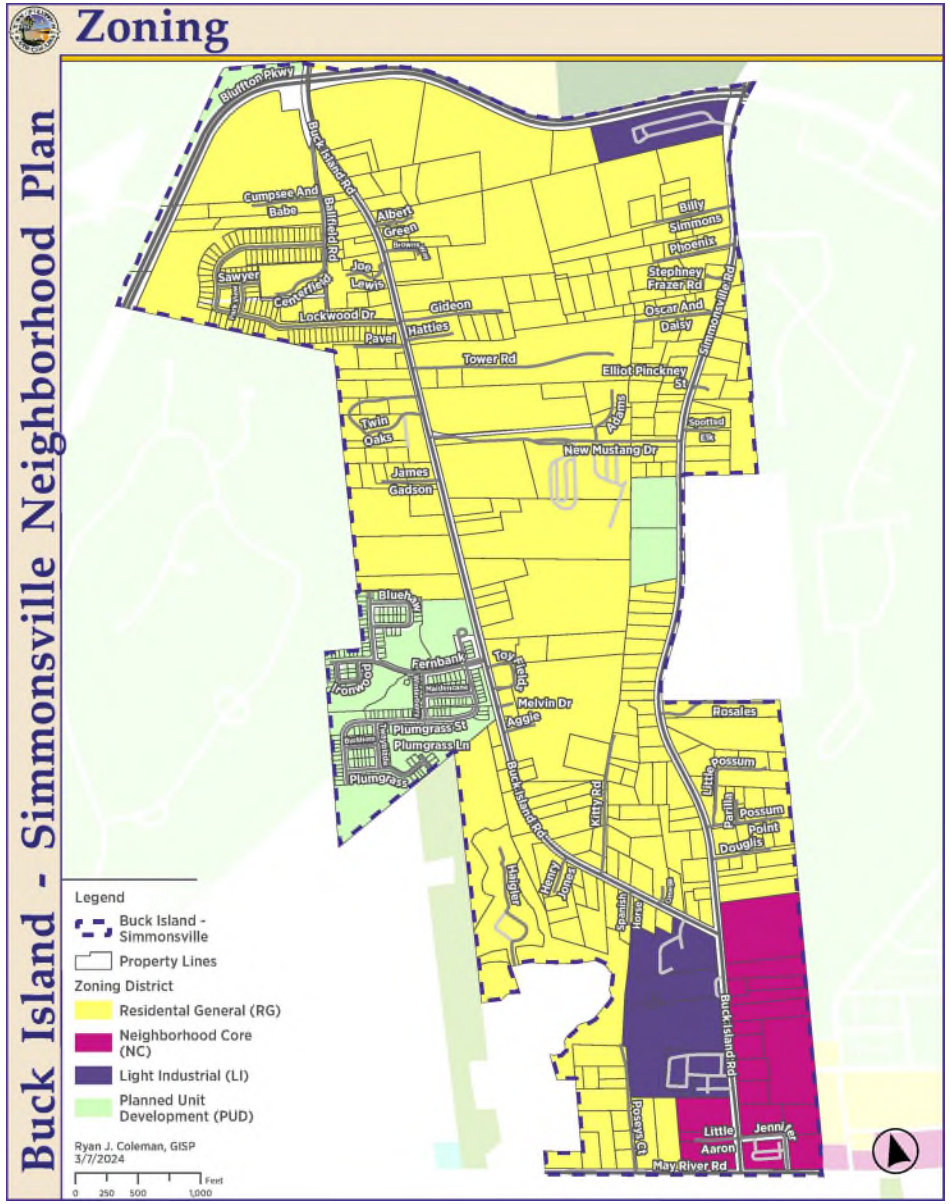
Source: 2020 U.S. Census

Community Involvement & Engagement

- No current neighborhood association
- Native resident concerns – consider a task force?
- Community Events – Night of Unity
- Community Identity (Art and Signage)

Land Use and Zoning





Land Use and Zoning Concerns & Plans

- Zoning-related items for potential future study:

  - Consider compatible scale and residential density to determine if adjustments may be in order

  - Evaluate manufactured home policy (family compounds, investment opportunities)

  - Identify ways in which native residents can have more income-producing potential for their properties

- Future park planning: public to be engaged

Housing

- New residential developments – single-family detached, townhomes, apartments
- Manufactured homes
- Neighborhood Assistance Program
- Heir's Property
- Town Public-Private Partnership ("The May")
  - 4 units each at 60, 80 & 100% AMI
  - 12-units total

"The May" Townhomes

Infrastructure & Services

Phases	Project Costs					
	Design	Sewer	Water	Connections	Other	Project Total
Sewer Phase 1	$ 89,153	$ 460,569	$ 137,994	$ 187,291	$ 281,042	**$ 1,156,049**
Sewer Phase 2	$ 96,845	$ 464,338	$ 118,826	$ 135,857	$ 96,908	**$ 912,774**
Village Renaissance	$ 15,500	$ 56,136	$ 11,632	$ 32,302	$ -	**$ 115,569**
Sewer Phase 3	$ 111,432	$ 631,818	$ 21,899	$ 79,930	$ 148,371	**$ 993,450**
Toy Fields	$ -	$ 300,000	$ -	$ -	$ -	**$ 300,000**
Phase 4	$ 79,296	$ 450,877	$ 121,345	$ 50,990	$ 80,508	**$ 783,017**
Phase 5A-5E	*$ 99,792*	*$ 1,810,836*	*$ 420,604*	*$ 441,258*	*$ 33,553*	**$ 2,806,043**
Sidewalks & Lighting						**$ 989,168**
Drainage						**$ 229,800**
	$ 492,018	**$ 4,174,574**	**$ 832,300**	**$ 927,627**	**$ 640,383**	**$ 8,285,870**

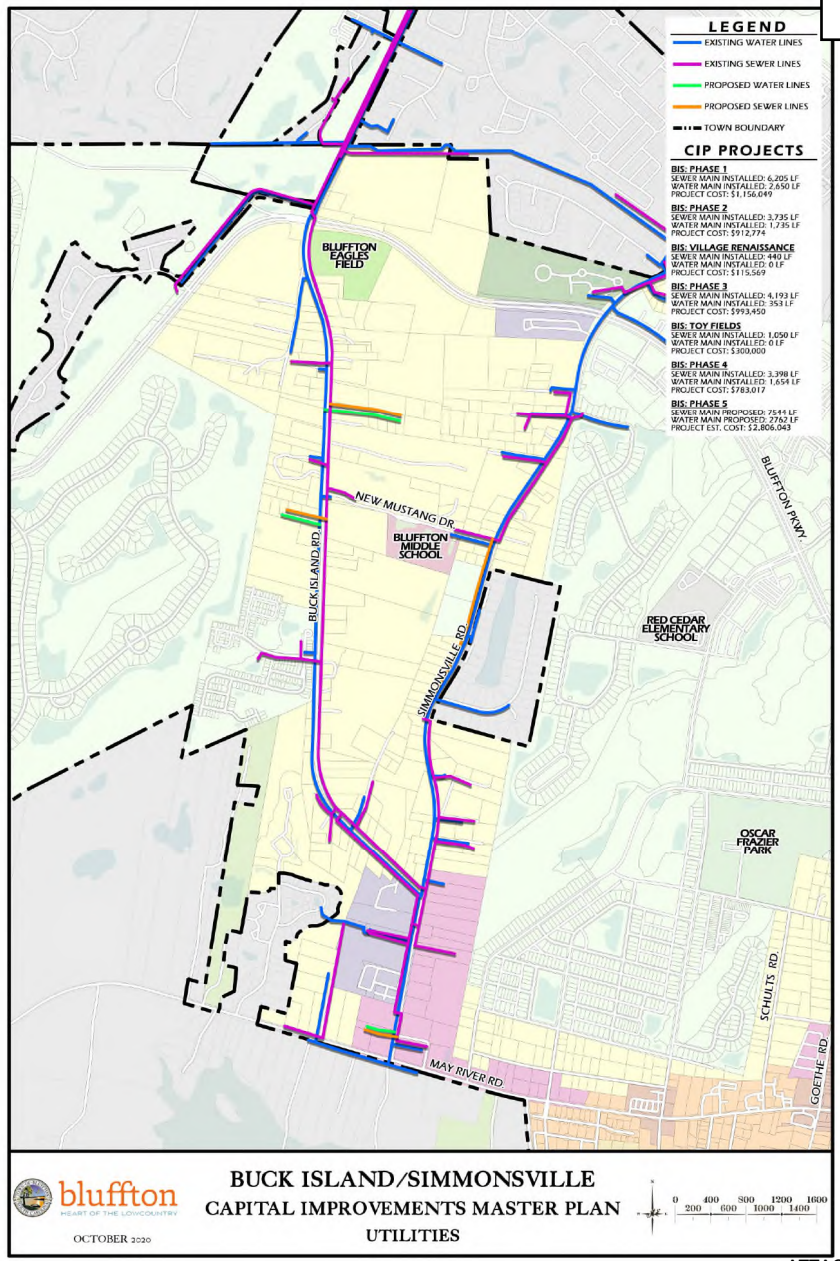
Amount Invested into Community Infrastructure

Capital Improvements

- **Completed Projects**
  - Lighting
  - Sidewalks
  - Drainage

- **Projects Being Finalized**
  - Water
  - Sewer

Safety railing added at request of Advisory Committee



Other Services

- Inspect private street signs (ensure visibility, replace missing signage)
- Install fire and carbon-monoxide alarms (Installation “blitz” to install in 12 homes held May 1)
- Speed trailer to slow motorists on Buck Island and Simmonsville Roads

Action Plan – Land Use/Zoning Example

- 38 overall strategies
- Responsible Stakeholders Identified
- Timeline to complete
- No changes proposed at last neighborhood meeting

LAND USE & ZONING

#	Strategy	Responsibility	Timeline
1	Identify ways in which flexibility in zoning could assist residents to earn income from their property.	TOB-GM Residents	Ongoing
2	Explore the possibility of rezoning two residentially-zoned properties with long-time commercial non-conforming uses on Buck Island Road to an appropriate commercial zoning district.	TOB-GM Property Owners	December, 2024
3	Explore the potential to purchase land and develop a community park.	TOB-Multiple Depts	Purchased by Town in March 2024
4	Evaluate if existing development standards in the community are appropriate for its character, such as maximum building height and minimum building setbacks, and determine if revisions may be in order.	TOB-GM	February, 2025
5	Provide regulations for home occupation use, such as permitted activities, limitation of employees and hours of operation.	TOB-GM	August, 2024
6	Explore the possibility of requiring some level of design review for non-residential and multi-family development, and possibly some minimal requirements for manufactured homes, such as site placement and skirting.	TOB-GM	February, 2025

Next Steps

Plan Procedure	Date	Complete
Step 1. Planning Commission Meeting and Recommendation	April 24, 2024	✓
Step 2. Town Council Public Meeting and Acceptance	May 14, 2024	✗

Motion

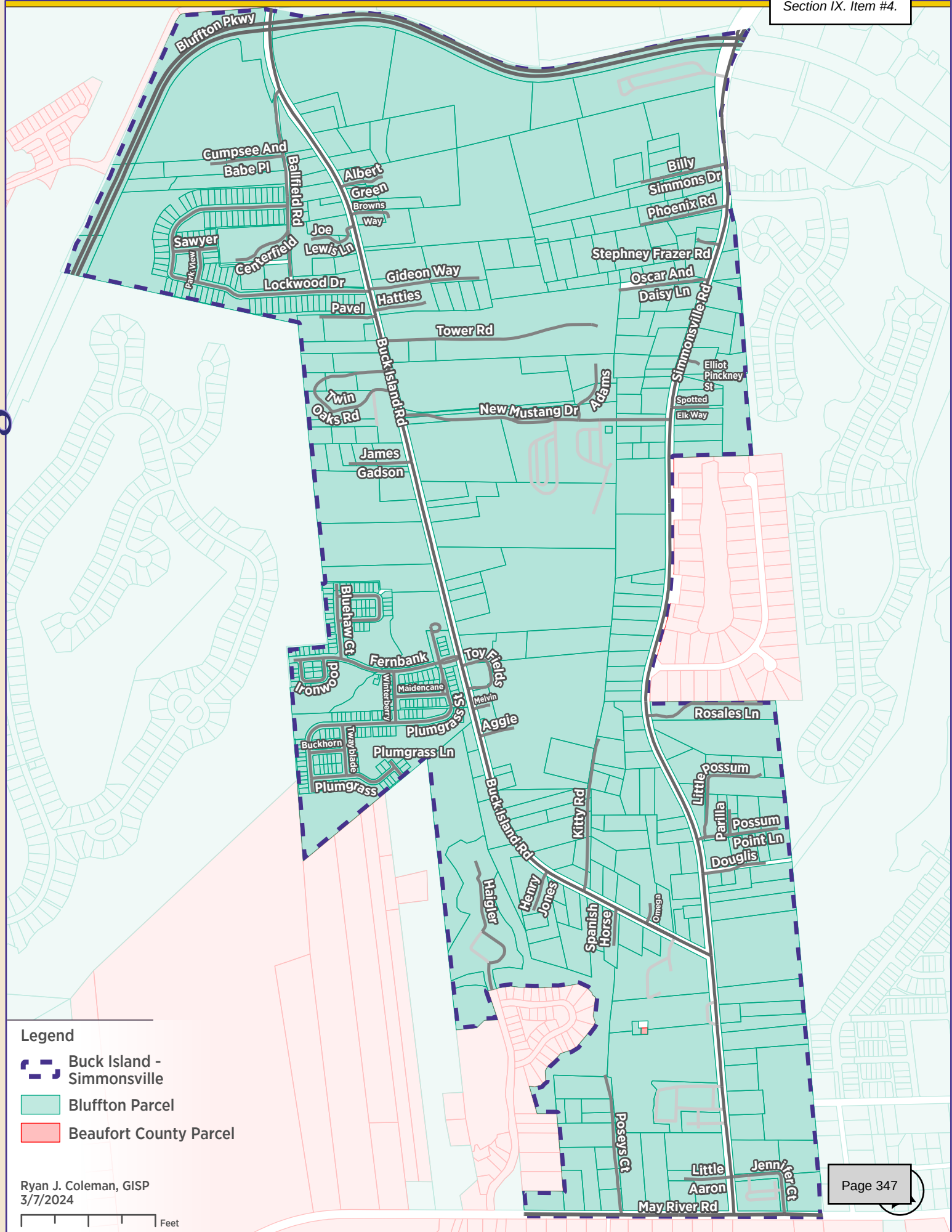
*"I move to **Approve** the adoption of the Buck Island – Simmonsville Neighborhood Plan Update."*

QUESTIONS & DISCUSSION

Neighborhood Plan Area

ATTACHMENT 2

Buck Island - Simmonsville Neighborhood Plan



Legend

- Buck Island - Simmonsville
- Bluffton Parcel
- Beaufort County Parcel

Ryan J. Coleman, GISP
3/7/2024

0 250 500 1,000 Feet

RESOLUTION

TOWN OF BLUFFTON, SOUTH CAROLINA

A RESOLUTION TO ADOPT THE
"BUCK ISLAND – SIMMONSVILLE NEIGHBORHOOD PLAN UPDATE"

WHEREAS, the Town of Bluffton ("Town") approved the *Buck Island Simmonsville Neighborhood Plan* on April 21, 2009; and

WHEREAS, neighborhood planning is a collaborative process between residents and the Town, with support from other entities, to examine existing social, physical and economic characteristics to assess neighborhood strengths, weaknesses and opportunities, and to identify goals and priorities to pursue for the future; and

WHEREAS, the Town of Bluffton Comprehensive Plan ("Blueprint Bluffton") adopted by Town Council on November 8, 2022 identified a neighborhood plan update ("*Neighborhood Plan Update*") for the Buck Island – Simmonsville community as a high Land Use Element priority; and

WHEREAS, the Town's Strategic Plan for Fiscal Year 23-24 identified a *Neighborhood Plan Update* for the Buck Island – Simmonsville community as a priority goal for its Economic Growth Strategic Focus Area; and

WHEREAS, the *Neighborhood Plan Update* will help to guide decision-making and allocation of resources relative to the areas of Community Involvement/Identity, Land Use/Zoning, Housing, Transportation/Mobility, and Public Infrastructure/Services; and

WHEREAS, an Advisory Committee was convened to guide the development of the 2024 *Neighborhood Plan Update* and to share knowledge, experience and perspectives, and

WHEREAS, the Town of Bluffton Growth Management Department held two neighborhood meetings to discuss the *Neighborhood Plan Update* and to obtain community input to inform and confirm plan priorities on April 25, 2023 and March 14, 2024, respectively; and

WHEREAS, the Town of Bluffton Planning Commission held a public meeting on April 24, 2024, to recommend approval of the *Neighborhood Plan Update*; and

WHEREAS, the Town of Bluffton Town Council approved the *Buck Island-Simmonsville Neighborhood Plan Update*, including all text, maps, graphics and appendices, attached hereto as Exhibit A;

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, the *Buck Island-Simmonsville Neighborhood Plan Update*, is adopted in its entirety, including all text, maps, graphics, and appendices.

DONE AND ACCEPTED the _____ day of _____, 2024.

A public meeting was held on this Resolution on the _____ day of _____, 2024.

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

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

Exhibit "A"

Buck Island – Simmonsville Neighborhood Plan Update

(See next page for plan)

BUCK ISLAND-SIMMONSVILLE NEIGHBORHOOD PLAN UPDATE

Town of Bluffton

[Approval Date TBD] 2024

ACKNOWLEDGEMENTS

The Town appreciates the assistance of all who contributed to this plan and attended associated meetings. Special thanks to those individuals who provided guidance throughout the plan development process.

MAYOR AND COUNCIL

Larry C. Toomer, Mayor

Dan Wood, Mayor Pro-Tempore

Bridgette Frazier

Fred Hamilton

Emily Burden

With assistance from:

Lisa Sulka, Mayor (2008—2024)

TOWN MANAGER

Stephen Steese

ASSISTANT TOWN MANAGERS

Heather Colin, AICP

Chris Forster, MPA, CPFO, CGFM

TOWN POLICE DEPARTMENT

Joseph Babkiewicz, Chief of Police

TOWN PLANNING COMMISSION

TOWN GROWTH MANAGEMENT DEPARTMENT

Kevin Icard, AICP, Director of Growth Management

Charlotte Moore, AICP

Victoria Smalls

Angie Castrillón, Intern (University of Florida)

TOWN PROJECTS & WATERSHED RESLIENCE DEPARTMENT

Kim Washok, Director, M.S., CEPSCI

Mark Maxwell, MPA

INFORMATION TECHNOLOGY DEPARTMENT

Ryan Coleman, GISP

Diego Farias

COMMUNITY PARTNERS

Dan Wiltse, Bluffton Township Fire District

Carol C. Crutchfeld, Beaufort County School District

NEIGHBORHOOD MEETING PARTICIPANTS

ADVISORY COMMITTEE MEMBERS

Sharon Brown

Bridgette Frazier, Bluffton Town Councilwoman

Carletha Frazier

Renty Kitty

E. Jennifer Morrow

Denolis Polite

Ray Pringle

With assistance from:

Fred Hamilton, Bluffton Town Councilman

Bertha Gadson

Rev. Gwendolyn Green

Buck Island-Simmonsville Neighborhood Plan Update

Page

2 ACKNOWLEDGMENTS

5 EXECUTIVE SUMMARY

6 BUCK ISLAND-SIMMONSVILLE HIGHLIGHTS

7 INTRODUCTION & BACKGROUND

8 Neighborhood Planning Process

10 Community Location & Character

14 Historic Overview

19 EXISTING CONDITIONS

20 Demographic Profile

26 Community Involvement & Identity

33 Land Use & Zoning

42 Housing

50 Transportation & Mobility

54 Public Infrastructure & Services

62 ACTION PLAN

70 APPENDIX

Maps, Figures, Tables and Footnote References

Home c. 1930

Eagles Field

Night of Unity

2009 Neighborhood Plan

Buck Island & Simmonsville Roads Intersection

Bluffton Middle School Sign

EXECUTIVE SUMMARY

Plan Purpose

Initially adopted by Town Council in 2009, the *Buck Island-Simmonsville Neighborhood Plan* was developed to address resident concerns related to inadequate infrastructure, land development pressures, and community safety. With the passing of 15 years and an updated Comprehensive Plan adopted by the Town in 2022 (*Blueprint Bluffton*), an assessment of the earlier plan provides an opportunity to determine if identified actions were achieved and whether unrealized actions should continue to be pursued with an updated plan. The update also allows for identification of present-day needs and goals. The Town's Fiscal Year (FY) 23-24 Strategic Plan identifies the Plan update as a priority for its community quality of life focus area.

Plan Overview

This update (*Neighborhood Plan Update)* is divided into three sections: Introduction and Background, Existing Conditions, and an Action Plan. An explanation of each section follows.

The **Introduction and Background** describes the neighborhood planning process and the Buck Island-Simmonsville community, including a brief historic overview.

The **Existing Conditions** section includes demographic, land use and zoning, housing, transportation and mobility, public infrastructure and services information, as well as other relevant data that provide a snapshot of the neighborhood's assets, challenges, and opportunities. An analysis of this data supports the development of goals and objectives.

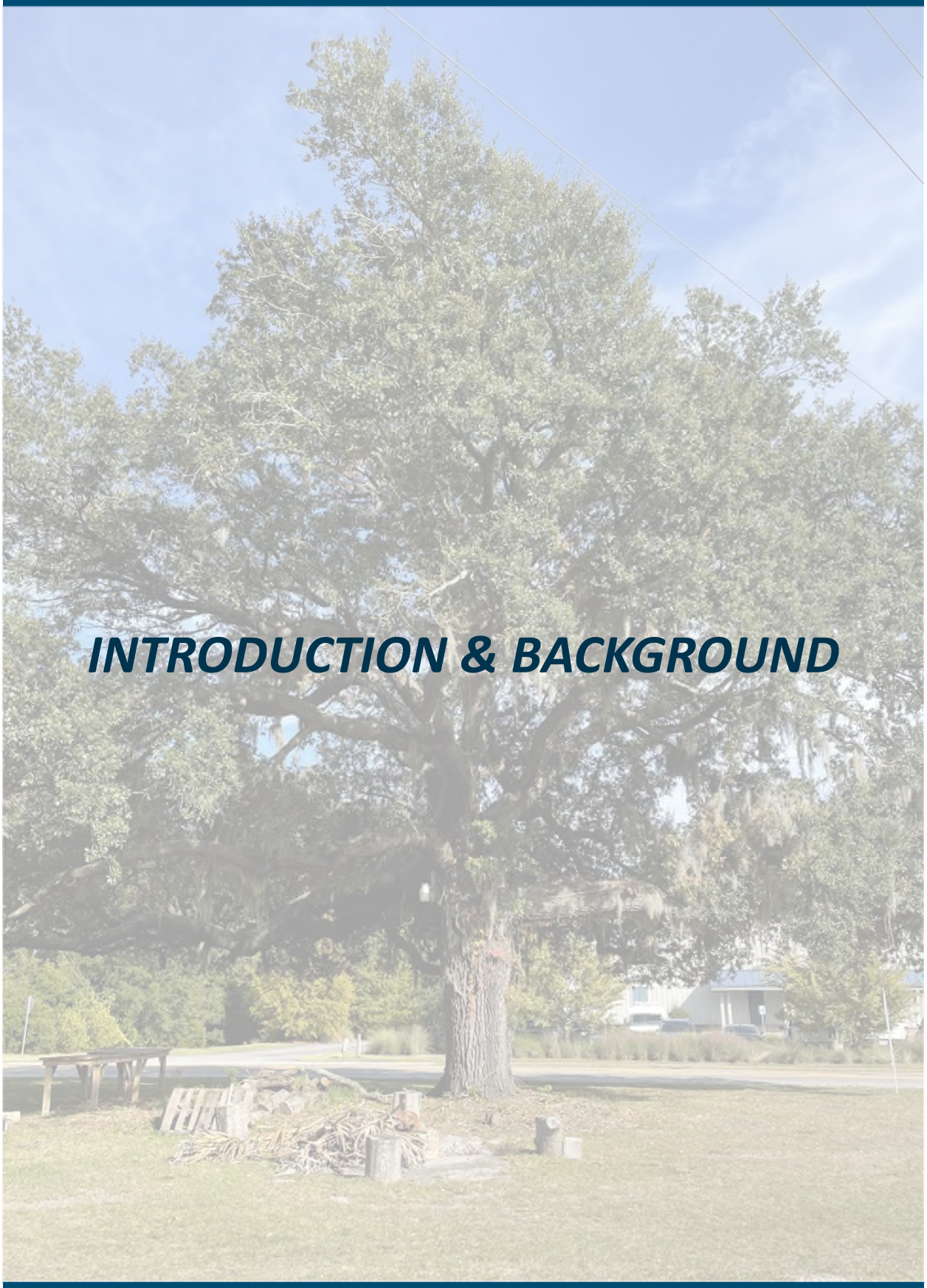
The **Action Plan** includes strategies that can be undertaken to achieve the objectives that were identified through a series of meetings with the *Neighborhood Plan Update's* advisory committee, Town staff, and that were refined with community input. Responsible Town departments, potential partners and a suggested timeline for completion are included.

The acceptance or adoption of the *Neighborhood Plan Update* is not a guarantee or a commitment of Town resources, and Town Council may opt to re-prioritize strategies. Some or all of the identified action items and strategies, depending on their nature, will be considered by Town Council during the annual strategic planning process in which projects for the upcoming fiscal year are identified, prioritized and a budget established.

Buck Island-Simmonsville Highlights

1	Community total square miles
2,157	Population (2020)*
15%	Population increase from 2000 to 2020
831	Anticipated number of new residents based on 2.77 people per household*
32.8	Median age of residents (2020)*
30.9%	Residents aged 17 and under (2020)*
34.5%	Residents who are Hispanic (2020)*
623	Number of individual lots
±94%	Residentially-zoned land in community
396	Residential dwellings planned for area as of April 2024
12	Workforce /Affordable dwellings to be constructed by Town public-private partnership
>$8.3	Millions of dollars invested in community infrastructure
2.65	Total miles of sidewalk installed

* 2020 U.S. Census



INTRODUCTION & BACKGROUND

NEIGHBORHOOD PLANNING PROCESS

The development of the Neighborhood Plan Update was guided by a seven-person advisory committee, some of whom participated in the initial plan process in 2009.

A neighborhood meeting was held on April 25, 2023 at the Rotary Community Center at Oscar Frazier Park. The meeting provided an opportunity to update the attendees on the status of projects within the neighborhood, provide an overview of the plan update, and to ask questions of Town staff. Of the 52 people who signed-in, 23 completed a survey (18 of whom were unfamiliar with the 2009 plan). The majority of respondents were residents of the area for more than 20 years. Improvements cited as most needed included a playground and the completion of sidewalks, sewer lines and lighting installation. Vehicular speeding through the neighborhood was also mentioned as a concern.

Initial neighborhood meeting and presentation by Town staff, April 25, 2023.

The Advisory Committee met with Town staff on five occasions from May thru August, 2023. The series of meetings provided an opportunity to identify community needs and aspirations relative to the following areas: community involvement and identity, land use and zoning, housing, transportation and mobility, public infrastructure and services. Speakers included Bluffton Town Manager Stephen Steese, Bluffton Assistant Town Manger Heather Colin, Bluffton Police Chief Joseph Babkiewicz, Bluffton Township Fire Marshal Dan Wiltse, and Town of Bluffton Director of Projects and Watershed Resilience, Kim Washok.

The second neighborhood meeting was held on March 14, 2024 with a smaller attendance (33 people signed-in). Town Staff discussed the Neighborhood Assistance Program, provided an update of the status of development projects in the area, and presented an overview of the Neighborhood Plan Update, including the proposed recommendations. Most questions asked of Town Staff related to development projects. With regard to the Plan recommendations, attendees were asked to share their own recommendations by adding them to a strategy board; however, no suggestions were received. Regarding the future Town park to be located at 140 Buck Island, only one suggestion as to possible park amenities was submitted. Opportunities to participate in planning the future park will be available.

Posted at the intersection of Buck Island and Simmonsville roads, signs in English and Spanish announced the second neighborhood meeting held on March 14, 2004.

The Neighborhood Plan Update was presented to the Planning Commission on April 24, 2024. The Commission recommended approval of the plan to Town Council as submitted by Town Staff. One commissioner expressed a desire to see safety improvements for school bus stops.

Town Council reviewed the plan at a public meeting held on May 14, 2024. [COMPLETE WHEN TOWN COUNCIL DECISION FINALIZED.]

Town staff was available to answer questions from community residents at both neighborhood meetings.

COMMUNITY LOCATION AND CHARACTER

Generally, the Buck Island-Simmonsville community is located between May River Road to the south and Bluffton Parkway to the north, approximately one mile northwest of Old Town Bluffton. The area is approximately 1.0 square miles. The community takes its name from the two main north-south roads through the community—Buck Island Road (extending from U.S. 278/Fording Island Road south to May River Road/S.C. 46) and Simmonsville Road (extending from U.S. 278 south to its intersection with Buck Island Road). Map 1 on the following page shows its regional location, followed by maps of the plan area (Maps 2 and 3).

The agricultural past of the community is still present in some areas of the Buck Island-Simmonsville neighborhood.

The area was settled by families, including Gullah descendants, who owned and operated small farms. Agricultural land use, however, began to decline in the 1980s as new housing was developed. Parcels of land were often subdivided into small lots to allow family members to build their own homes or were sold to new families or businesses. These changes have led to a diverse residential population.

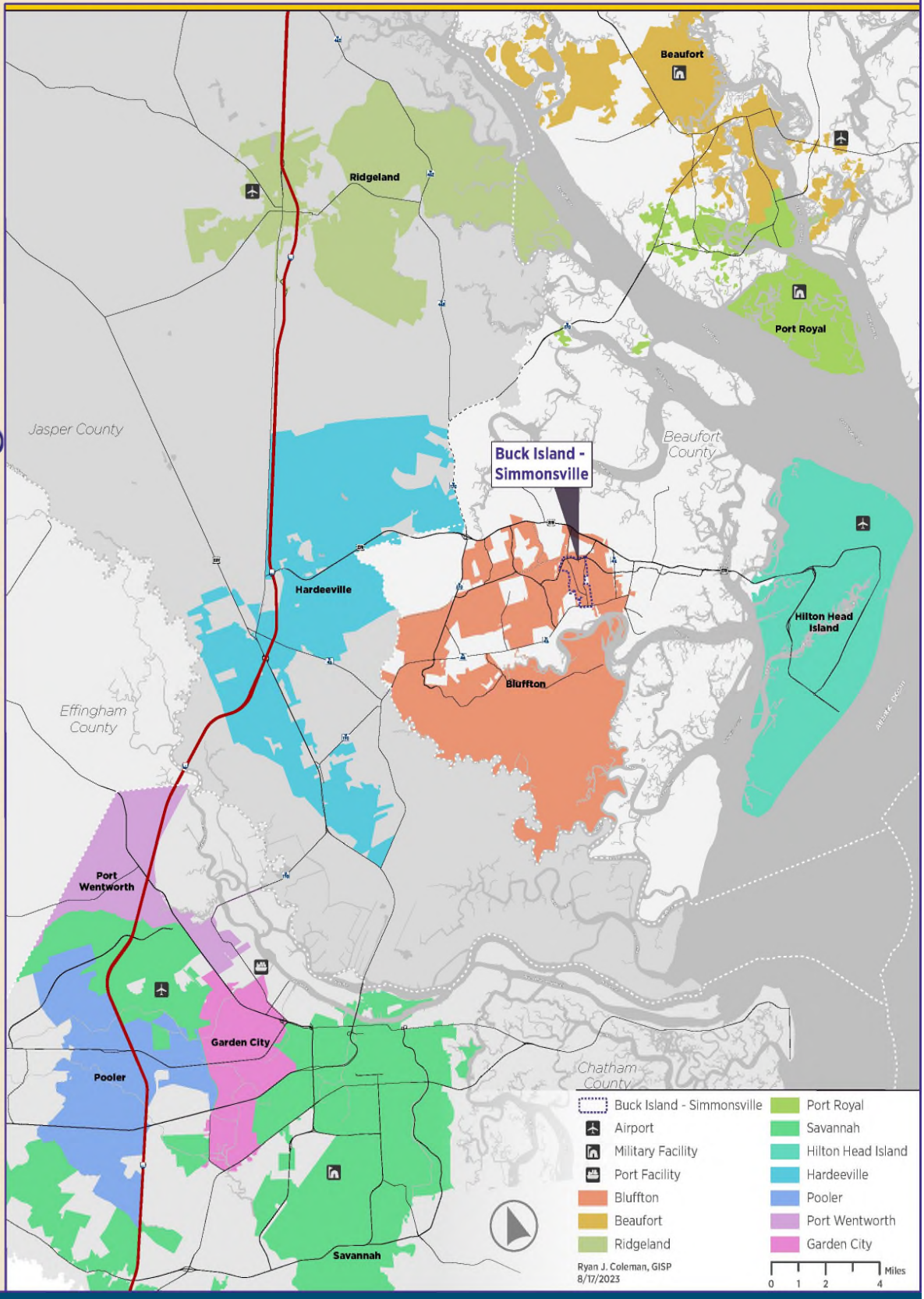
The area is now characterized as mostly suburban single-family residential with stick-built and manufactured homes, with some large residential or undeveloped lots remaining. In the southern portion of the neighborhood near May River Road there is limited light industrial development and commercial development. Bluffton Middle School was developed in the center of the neighborhood in 2010. Known and anticipated future development at the time of plan preparation includes a single-family subdivision (development is underway), a multi-family apartment complex , and a brewery with associated retail and restaurant.

For the purposes of this Plan, boundaries of the neighborhood differ from the boundaries used in the 2009 neighborhood plan and may differ from the boundaries used by long-time residents. For this update, Windy Lakes residential subdivision is not included as it is not located within Town limits. Likewise, Hidden Lakes subdivision is not included as it is physically separated from the Buck Island-Simmonsville community with the exception of a street connection at Simmonsville Road. In addition, development of Bluffton Parkway and residential and commercial development—especially on Buck Island Road north of Bluffton Parkway—have changed the neighborhood and led to a physical separation.

Location

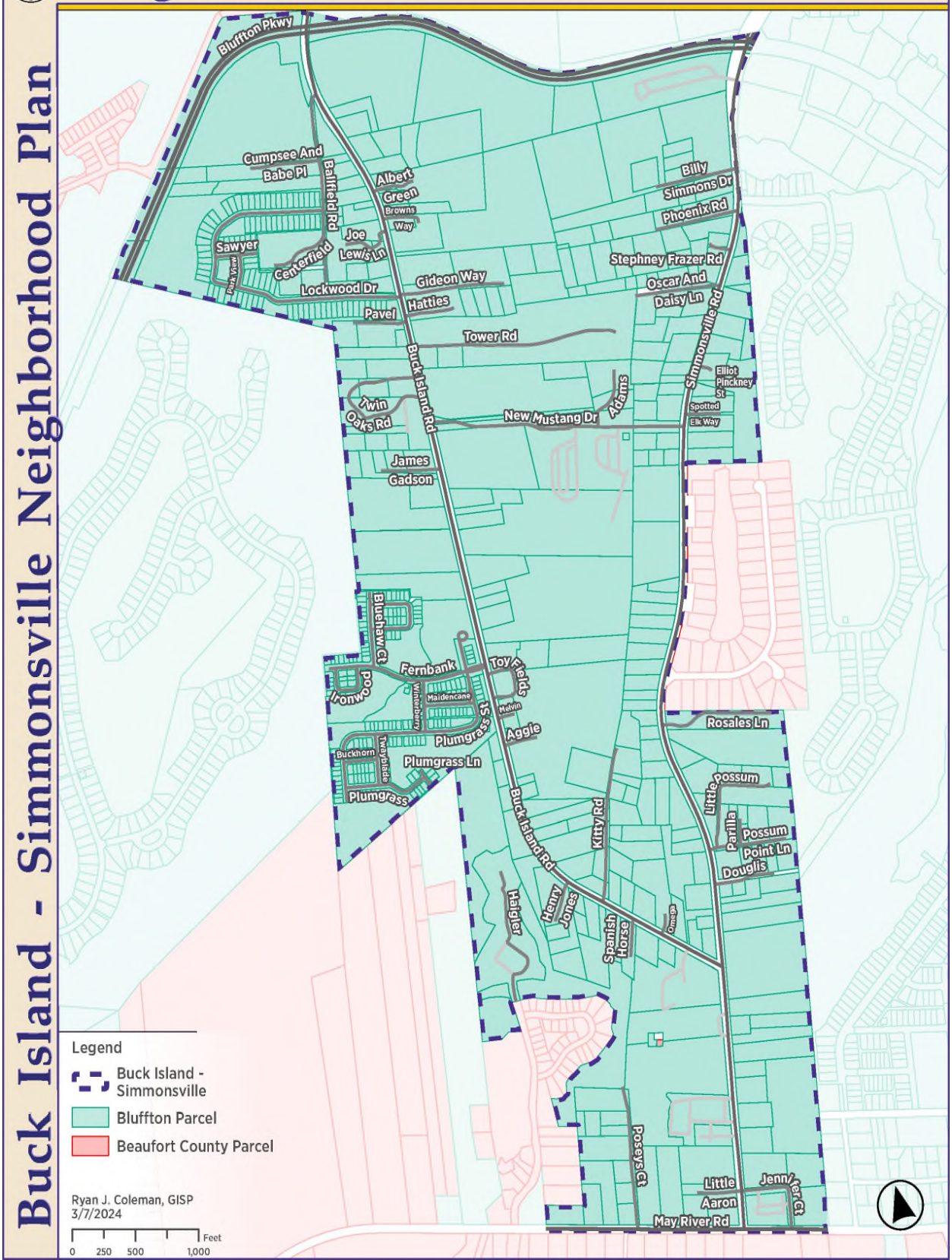
Map 1

Buck Island - Simmonsville Neighborhood Plan



Neighborhood Plan Area

Map 2



Aerial Photography 2023

Map 3

Buck Island - Simmonsville Neighborhood Plan

HISTORIC OVERVIEW

The Buck Island-Simmonsville community takes its name from the two major north-south roads that transect the neighborhood. The road begins at the intersection of May River Road and extends north for approximately 0.3 miles at which point the road forks; Buck Island Road continues in a northwesterly direction and Simmonsville Road begins. Both roads cross Bluffton Parkway and terminate at US-278 (Fording Island Road).

Previously, the section of road from the Buck Island-Simmonsville fork south to May River Road was called "Simmonsville Road," but it is unclear why the name of this section was changed to "Buck Island Road." Development along these corridors is predominantly residential with some commercial, mostly in the southern portion of the neighborhood, and the majority of buildings have been constructed since the 1940s. Residential buildings are a mix of early twentieth-century cottages, ranch-style houses, manufactured homes, and modern infill.

The area is characterized by a tight-knit residential community with many long-time residents, some of whom are descendants of early property owners. Over the years, homesteads have been subdivided into smaller lots or sold. The physical evolution of the community is recorded with historic aerial photography that can be viewed on the Town of Bluffton's website.

Written history of the community is not readily available and requires more extensive research that is beyond the scope of this plan. Oral histories—anecdotes from existing or former community residents—can also help to provide a fuller picture of the community. An oral history project was conducted concurrently with a historic resource survey completed for the Town in 2019 (*Town of Bluffton Historic Resource Update*) resulting in limited but valuable information, including some information provided in this section.

In 2018 the Town of Bluffton was awarded an **Underrepresented Community Grant** from the National Park Service (NPS) to conduct the before-mentioned historic resource survey of the Buck Island-Simmonsville community, the Goethe-Shults neighborhood, and Old Town Bluffton Historic District. According to the NPS website, the purpose of the grant is to be more inclusive of communities that are not well-represented in the National Register of Historic Places. While the historic resource survey concluded that not enough historic resources existed in Buck Island-Simmonsville neighborhood to establish an historic district, and that no individual structures or sites met the criteria for individual listing in the National Register, some structures and sites are notable, including Eagles Field and the First Zion Missionary Baptist Church Praise House. Information on each follows on the next page.

Eagles Field, as it is known today, has hosted community baseball games for nearly a century.

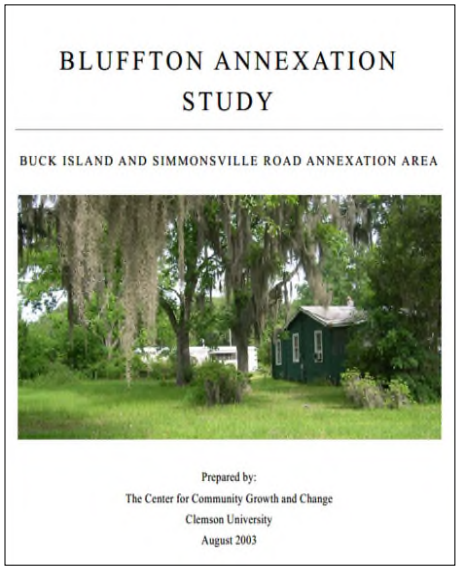
Eagles Field, located at the southeast corner of Buck Island Road and Bluffton Parkway, has hosted baseball games since the early 20th century. Albert Green first purchased this land in the 1920s and built a baseball field on 14 acres of the property. Green family members maintained and managed the field for more than 50 years[1]. This historic baseball field is home to the Bluffton Eagles baseball team, which is linked to five local Black teams that played in the area beginning in the early 1900s. The Bluffton Eagles team formed when the Buck Island Hawks, Buck Island Eagles, and Troy's Team combined in 1966 with Sam "Boise" Bennett, Jr. as manager. Bennett, who started playing baseball on a Simmonsville Road-area team when he was young, was the long-time coach and managed the team until he retired in the late 1990s. The related sports complex is named for him. In 1993, the Bluffton Eagles Community Action Committee was created to maintain and manage the field. In 2001, the owner of the property, Del Webb Corporation, deeded the site to the Committee to ensure it would remain the home of the Eagles. The Eagles Field complex includes a playground, basketball court, picnic shelter and is available for event rental.

Relocated in the 1950's from Rose Hill Plantation, this Praise House (c. 1850) is located at 75 Simmonsville Road.

While not in the boundaries of the plan area, the **Praise House** at 75 Simmonsville Road is associated with the Buck Island – Simmonsville community and is owned by First Zion Missionary Baptist Church, which is located in Old Town Bluffton on Robertson Street. Sited on a lot facing Simmonsville Road, the Praise House is a one-story, wood-frame, gable-roof building with weatherboard siding, standing seam metal roofing, set on a concrete block pier foundation. The west elevation that fronts Simmonsville Road has a central entry flanked by single replacement windows on either side. The building features exposed rafter tails, gable vents, and 2/2 double-hung, wood-sash windows on the north and south elevations. The resource was constructed c. 1850 and was moved here from its original location on nearby Rose Hill Plantation sometime between 1951 and 1958[2]. As cited in the *South Carolina Encyclopedia*, Praise

Houses (also known as Prayers Houses), were constructed by those enslaved on plantations to provide them a refuge in which to practice their Christian faith. Praise Houses also served as a place in which to hold weddings, funerals, and other events. After the U.S. Civil War, some of these buildings later served as schools and meeting halls[3].

Also notable is the **Buck Island Cemetery** at 1154 May River Road. While it is not within the *Neighborhood Plan Update* area and is located in unincorporated Beaufort County, it has an association with the Buck Island-Simmonsville community. Dating back to at least the mid-nineteenth century, it is one of several historic Black cemeteries for the greater Bluffton community, and most residents buried here were from the Buck Island and Simmonsville areas[4].


BLUFFTON ANNEXATION STUDY

BUCK ISLAND AND SIMMONSVILLE ROAD ANNEXATION AREA

Prepared by:
The Center for Community Growth and Change
Clemson University
August 2003

A 2003 annexation study was prepared by Clemson University to evaluate the costs associated with annexation of the Buck Island - Simmonsville community.

The Buck Island-Simmonsville community was annexed into the corporate limits of the Town of Bluffton on December 29, 2005, as part of a petition that included nearly 500 parcels. As shown on the Annexation Map on the next page (Map 4), the 2005 annexation included parcels of land adjacent to U.S. Hwy 278, Bluffton Parkway and May River Road.

Anne Cooke of the **Bluffton Community Association,** also a former Bluffton Town Council member, presented the annexation petition to Town Council at its June 11, 2003 meeting. According to meeting minutes, the need for sewer, sidewalks, and police protection were among the reasons why residents wanted their properties to be incorporated into the Town of Bluffton. At the September 22, 2005 Town Council meeting, an annexation study prepared by Clemson University's Center for Community Growth and Change determined that the Town of Bluffton could financially provide the needed services to the area[5]. At this meeting it was also recognized that the minimum number of property owner signatures needed to call a special election to vote on the annexation, 25%, had been obtained. The election was held on December 28, 2005. On December 29, 2005, the Town of Bluffton approved the annexation, which included approximately 1,142 acres, 473 parcels, 517 homes and 400 licensed businesses.

2005 Annexation Area

Map 4

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EXISTING CONDITIONS

DEMOGRAPHIC PROFILE

The Buck Island-Simmonsville community includes long-time residents. However, as younger generations leave the area and family property is sold, the community is, perhaps, experiencing its greatest period of change in the past century. Its convenient location in the heart of Bluffton and relative affordability in relation to greater Bluffton makes this area attractive for new residents and investors.

As of the plan date, several residential developments have been approved or are proposed within the area, adding nearly 400 new residential dwellings. Based on Bluffton's 2020 U.S. Census average household size, 2.77 people, upwards to 831 new residents may be possible in the community as the result of these dwellings, continuing to add to its diverse population.

Available Demographic Data

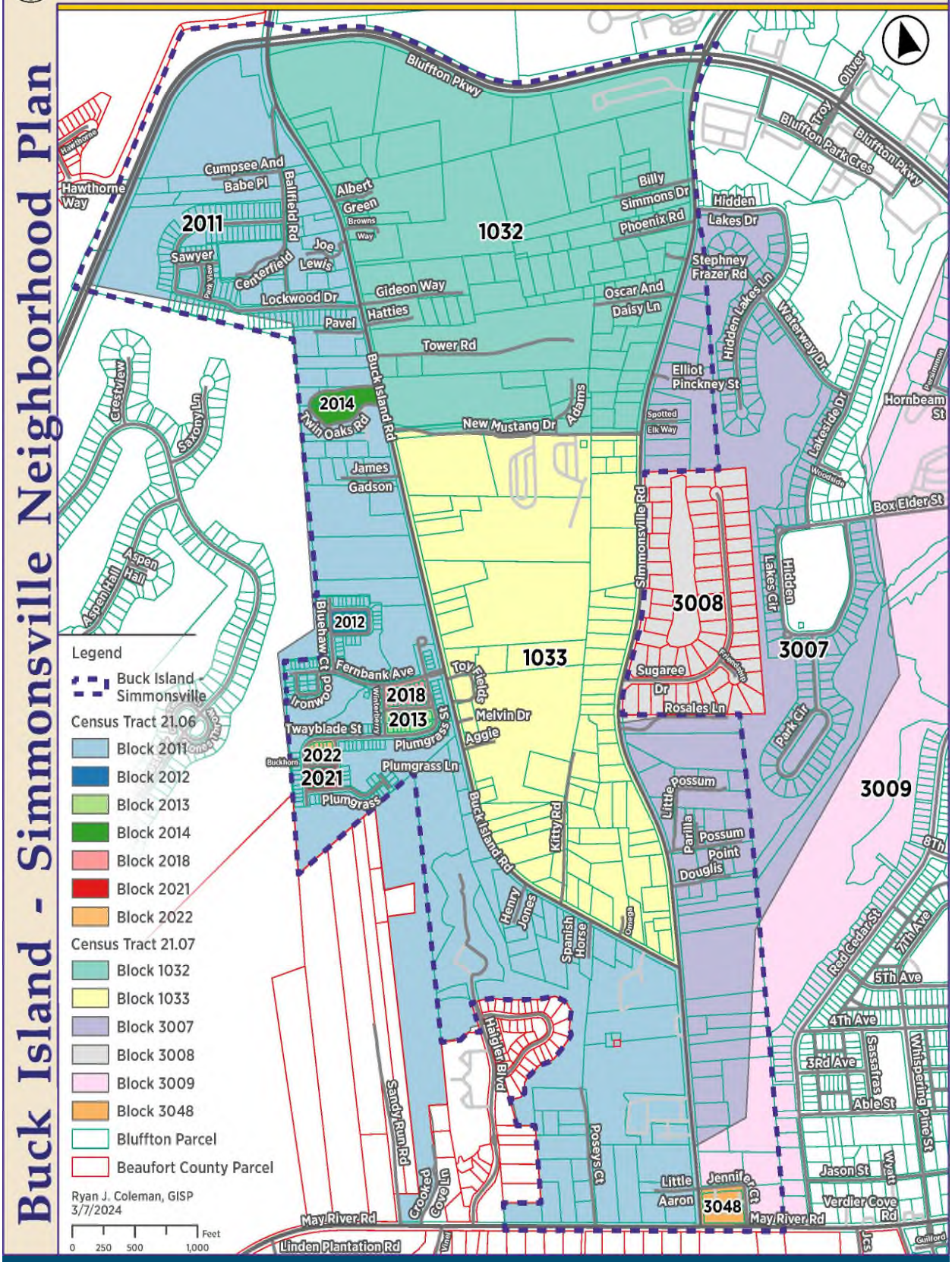
An accurate demographic accounting of only the Buck Island-Simmonsville community is impossible because United States Census Bureau (Census Bureau) data boundaries do not coincide with the community boundaries identified for this plan. Additionally, boundary adjustments occur each census, which is undertaken in the first year of each new decade, thus making it impossible to accurately compare earlier data with the most recent data. The last census was held in 2020.

The neighborhood is located in Census Tract 21, the majority of which is within Block Group 21.07 followed by Block Group 21.06 (see Map 5). Block Groups are further broken down into Blocks. The Census Bureau also obtains data in non-decennial years through a process known as the American Community Survey (ACS). The ACS data is collected yearly and published as a 5-year estimate, with the most recent being 2017-2021. This plan uses data from both the 2020 decennial census and the ACS.

A Census Tract contains 1,200 to 8,000 people with a goal to keep the size at approximately 4,000 people. Furthermore, Census Tracts are intended to be somewhat homogeneous with regards to demographics and economics. A Census Tract is further subdivided into Block Groups that include approximately 250 to 550 dwelling units. Finally, Block Groups can be subdivided into smaller Blocks to provide demographic information at an almost city block level. The data obtained helps to tell the story of the community and its residents. While Block level data would provide the best demographic information, data is more limited than at the block group and tract level because some personal information may be identifiable given the smaller group of residents.

Census Blocks

Map 5



For Block Group 21.07, Blocks within plan area include: 1032, 1033, 3007, 3009 and 3048. Block 3007 includes portions of the Hidden Lakes subdivision and the Windy Lake subdivision, the latter of which is not located within Town limits. For Block Group 21.06, Blocks include: 2011, 2012, 2013, 2014, 2018, 2021 and 2022. Five of the Blocks (12, 13, 18, 21 and 22) are located in Wellstone at Bluffton townhome community. See the Census Map on the previous page (Map 5).

Table 1: Neighborhood Demographics

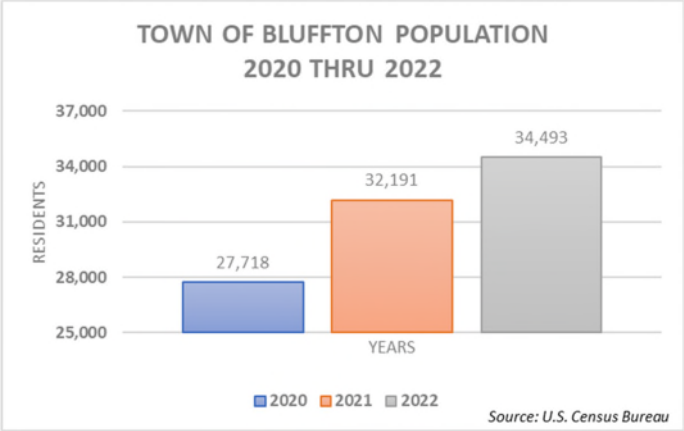
Population	BIS 2000 Census	BIS 2020 Census	BIS Change 2000 to 2020	Town of Bluffton 2021 ACS 5yr
Total Population	1,817	2,157	(+15.8%)	27,716
Male	887 (48.8%)	1,066 (49.4%)	(+0.6%)	13,737 (49.8%)
Female	930 (51.2%)	1,091 (50.6%)	(-0.6%)	13,859 (50.2%)
White (alone)	934 (51.4%)	835 (38.7%)	(-12.7%)	21,633
Black (alone)	774 (42.6%)	559 (25.9%)	(-16.7%)	2,212
Some Other Race Alone	109 (6%)	418 (19.4%)	(+13.4)	1,990
Two or More Races	Not available	320 (14.8%)	n/a	1,761
Hispanic	212 (11.7%)	745 (34.5%)	(+22.8)	3,416 (12.3%)
Median Age	Not available	32.8	n/a	38.9
Largest Age Group	Not available	10-14 (10%)	n/a	10-14 (9.4%)

Source: 2000, 2020 U.S. Census, American Community Survey (2017-2021)

Population

As indicated in Table 1, the Buck Island-Simmonsville community had a population of 2,157 individuals in 2020—approximately eight percent (8%) of Bluffton's population of 27,718—and grew nearly 15% from 2000 to 2020. As of July 1, 2022, the U.S. Census Bureau estimated the population of Bluffton to be 34,493 residents, a 24.4% increase in just over two years. Figure 1 shows Bluffton's population change since 2020.

Figure 1



Gender and Age

Buck Island-Simmonsville is a youthful community. Those aged 24 years or younger make up 39.1% of all residents. Of this percentage, children under the age of 18 are 30.9%, with boys in this group being the largest age group for the area at 366. The largest age group for women is the 35-49 age range. In comparison, those 24 years or younger are 32.2% of all Bluffton residents, with children under the age of 18 being 26.7% of the group. For both males and females, children aged 10-14 make up the largest age group. See Table 2 on the next page.

Overall, median age has increased in the community, town, and region. The 2020 Census identified the Hilton Head Island-Bluffton metropolitan statistical area among the top three locations in the United States for greatest increase in median age at 47.8 years; Bluffton's median was 38.9 years. The average age for the Buck Island-Simmonsville community in 2000 was 28.5; in 2020, the median was 32.8. The median age for Hispanic residents in 2020 was one year younger at 31.8 years.

Race

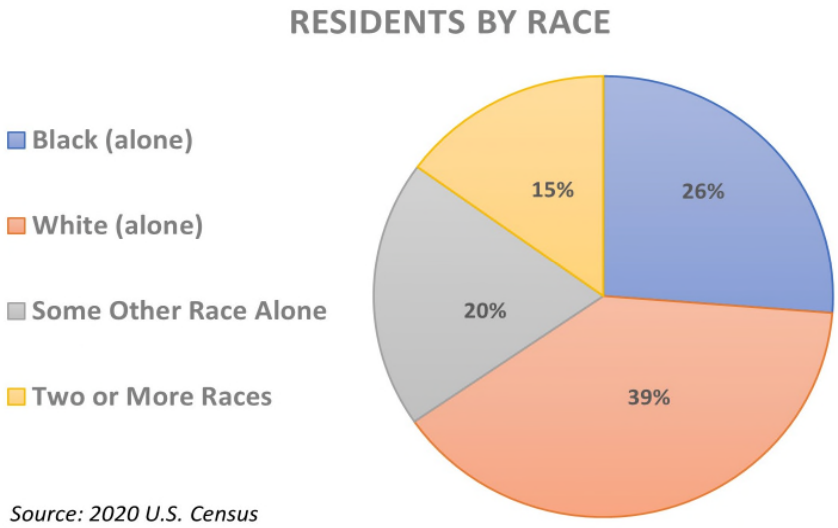
Racially, Buck Island-Simmonsville is an area of diverse residents. Residents who identified themselves as one race alone declined from 2000 to 2020. In 2020, as shown in Figure 2 on the next page, approximately 39% of community residents identified as White alone (835) and 26% identified as black alone (559). This decline may be due to the increase of residents who identified themselves as "Some Other Race Alone" (418) or "Two or More Races" (320). Together, these two groups are 34.2% of the overall Buck Island-Simmonsville population. "Some Other Race Alone" means those who did not identify with one of the five Census Bureau race categories, which include Asian, Native American, Alaska Native, and Native Hawaiian and other Pacific Islander in addition to White and Black.

Table 2: 2020 Residents by Gender & Age

Age Range	Males		Females	
	#	%	#	%
17 & Under	366	17%	300	13.9%
18-24	63	2.9%	115	5.3%
25-34	137	6.4%	167	7.7%
35-49	275	12.7%	322	15%
50-64	156	7.2%	94	4.4%
65-74	53	2.5%	72	3.3%
75+	16	0.74%	21	0.97%
Total	1066	49.4%	1091	50.6%

Source: 2020 U.S. Census

Figure 2



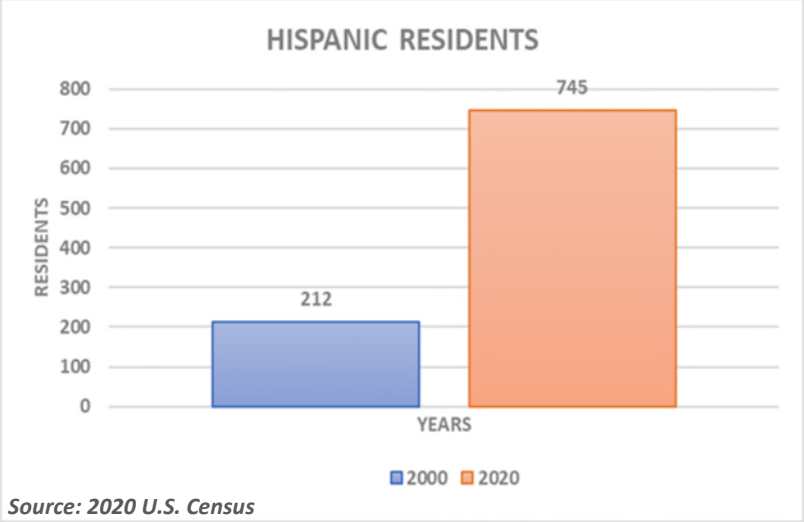
Source: 2020 U.S. Census

Hispanic and Latino Ethnicity

Hispanic and Latino residents may be any race. Hispanics are from or have origins in one or more Spanish-speaking countries, while Latinos are from or have origins in one or more Latin American countries (Mexico, Central and South America). The increase of Hispanic and Latino residents in Bluffton and the Buck Island-Simmonsville community has been considerable in the last 20 years. As shown in Figure 3, there were 745 Hispanic and Latino residents in the BIS community (34.5%) in 2020, up from 212 residents (11.7%) in 2000. Bluffton's total Hispanic and Latino population in 2020 was 3,416 (12.3%).

Despite the increase in Hispanic and Latino residents, these citizens are under-represented at community meetings and on Town boards and committees. Identifying and understanding why this is will assist the Town with improving engagement.

Figure 3



Source: 2020 U.S. Census

Household Types

There were 688 individual households in the Buck Island-Simmonsville community as of 2020. A household includes all the people living in a single dwelling unit who may be related or unrelated. As reported by the ACS 2021 5-year, 86.5% of all households include families with most having a married couple (72.1%). This is followed by non-family households (13.5%), households led by females (13.5%) and households led by males (1.6%).

Additional demographic attributes are available at the higher block group level but are not included in this plan as block groups extend beyond the plan boundaries. The inclusion of data from adjacent neighborhoods would not provide the most accurate portrait of the residents of the Buck Island-Simmonsville community.

COMMUNITY INVOLVEMENT AND IDENTITY

Community Involvement

While there are individuals who work to better the Buck Island – Simmonsville community, there is no neighborhood association, a voluntary organization for residents. Such an association can advocate for its residents, identify neighborhood issues and work to find solutions and partnerships, share resources, and offer fellowship among other activities. Associations that are registered as a non-profit may also be eligible for certain tax-free benefits and grants. Guides to help form a neighborhood association are available on the Internet. In absence of an association, faith-based institutions can help to fill the void.

Additionally, as some concerns are specific to native residents, a task force could serve as a platform to address issues that are unique to this and that may include other areas of Bluffton. As an example, in Mount Pleasant, approximately a dozen native neighborhoods or "settlement communities" came together to create a Settlement Communities Task Force to develop a report and recommendations for these areas. The Town of Hilton Head Island has a similar standing group, Gullah-Geechee Land and Cultural Preservation Task Force, to identify and help resolve a variety of issues that are common and specific to native citizens. Gullah communities on Hilton Head Island are referred to as "native islander communities." Similarly, Hispanic residents could join together to address matters that may be specific to their growing community.

Concern for the future of "settlement communities" within Mount Pleasant resulted in the development of a report and recommendations.

In 2023, a multi-jurisdictional and multi-agency initiative in Charleston and Berkeley counties called the Gullah Geechee Heritage Preservation Project was established to recognize, document and preserve Gullah Geechee communities with a grant from the National Park Service. A Beaufort County version could be a consideration.

A Neighborhood Watch group previously existed in the community but no longer functions. Advisory Committee members did not recall when meetings ceased. The purpose of a Neighborhood Watch is to bring residents and local law enforcement together to improve resident

safety and prepare for emergencies. Committee members expressed a desire to improve safety in the neighborhood and possibly reconstituting a similar group.

Community Events

Neighborhood meetings are typically held at Rotary Community Center at Oscar Frazier Park and have also been held in the cafeteria at Bluffton Middle School as there is no community facility within the neighborhood. Other community events within the neighborhood have been held at Eagles Field, a private recreational facility.

For seven years, National Night Out was held at Eagles Field. National Night Out is a nationwide event held each August to strengthen the partnership between the community, local law enforcement and other first responders. The Town of Bluffton retired this event in 2022 in favor of a Safety Spooktacular—a combination of a Halloween event for children and an opportunity to meet first responders and other local service agencies. Safety Spooktacular is held at Oscar Frazier Park.

While discussing community events, the Advisory Committee suggested that another event should be held to bring residents and the Bluffton Police Department together for fun and fellowship. Because resident interaction with law enforcement is too often the result of an unfortunate circumstance, the Advisory Committee felt that an uplifting celebration was in order. This discussion resulted in "A Night of Unity," to be hosted by the Bluffton Police Department at Oscar Frazier Park. An evening of camaraderie, food, fun, and music from local church choirs was scheduled for September 14, 2023 but was canceled due to poor weather. Because of other already scheduled events, inaugural Night of Unity was held on January 11, 2024 at Buckwalter Place Park. Seven faith-based institutions participated and food and drinks were served.

While not a regularly scheduled event, the Town has also hosted a neighborhood-wide clean-up by placing roll-off dumpsters in the neighborhood to allow residents to remove bulk items and other materials from their property at no charge. Each April Beaufort County and Town of Bluffton employees honor Earth Day with the clean-up of roadside trash throughout the community, including the Buck Island-Simmonsville neighborhood.

Community Identity and Art

When the Advisory Committee discussed how the Buck Island-Simmonsville community could be recognized, opinions varied. Some questioned if the neighborhood had a real identity.

Community identity is formed by a variety of factors and are often based on land characteristics, how the land is or was used, and who settled the area. Over time, certain events, sites, culture, institutions and businesses, and residents can also factor into the formation of a com-

munity's unique identity. Community identity is a collective identity that can "create pride, self-respect, unity, a sense of belonging, and social responsibility which [can lead] to participation in community activities[6]." Ways in which community pride could be physically demonstrated follow.

Street Signage

Some communities and districts use signage that may or may not include a unique logo to identify the area. For instance, street entryways into the community or at the intersection of Buck Island and Simmonsville roads could include a welcome sign within the community's name or some other identifier to recognize and announce the neighborhood.

The above street topper honors early residents of the New Quaker neighborhood of Denton, Texas. Source: cityofdenton.com

Street signs with a "topper" that include a district or neighborhood name and logo have become a popular, relatively inexpensive way to identify an area. The City of Denton, Texas, for example, has a street sign topper program with established guidelines and even issued a call to artists to assist with developing logos for participating neighborhoods.

As Buck Island and Simmonsville roads are both State-owned roads, permission would be required to use the right-of-way and for use of shared signage if residents wish to pursue a similar program. Private driveway signage erected by the Town of Bluffton may be another possibility.

Murals

Murals may also provide an opportunity to celebrate Buck Island-Simmonsville that could be explored.

The photo on the next page shows a building mural in North St. Louis, Missouri that is a "depiction of Black families controlling [their] own culture and food economy by planting, growing and harvesting food from the garden." The website on which it appears notes that murals "…provide a vibrant visual rendition of [a] neighborhood's history, its current revitalization projects, and its thriving future. Artistic and cultural revitalization projects like this bring beauty, pride, and cohesion…and point to the positive future to come.[8]"

Small structures, such as utility sheds and even baseball dugouts, can also depict community scenes and history. Recognition of community leaders, as shown in the second photo, could honor those who serve or have served Buck Island-Simmonsville and Bluffton.

A building mural in North St. Louis, Missouri celebrates the cultivation of agriculture and community..
Source: Blackpowerblueprint.org

This high school baseball dugout in Oklahoma City, Oklahoma depicts local educators, athletes, musicians, and authors. Source: KFOR.com

Construction Fence and Permanent Fence Murals

Historic images and murals painted or printed on fabric attached to temporary construction or permanent fencing may be another possibility to integrate art into the community. Some communities have developed formal programs for this type of display, such as the City of West Hollywood, California that has an "art on construction fence" program with basic guidelines. Guidelines specific to Bluffton could be established for a similar program through the Town's Public Art Committee.

High school students in the Los Angeles area produced artwork for a public transportation project.

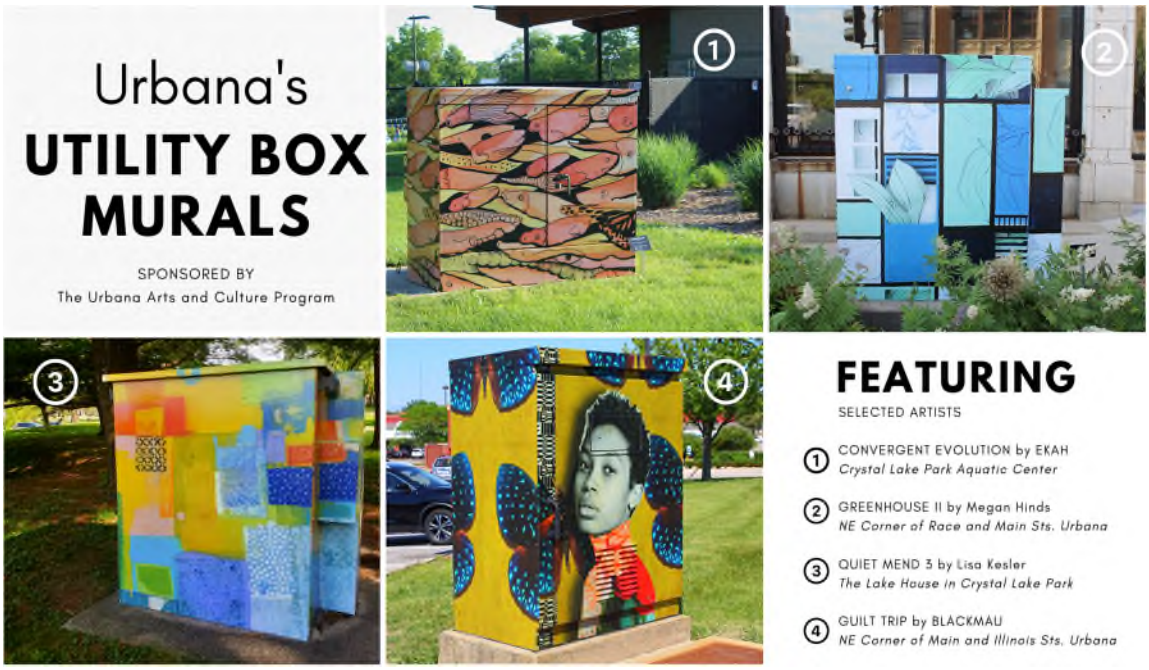
Utility Boxes

Another increasingly popular way to celebrate community is the painting or wrapping of utility boxes with art (see photos on next page). Utility box art programs can be found throughout the country and are in partnership with utility providers who must grant permission to use its equipment.

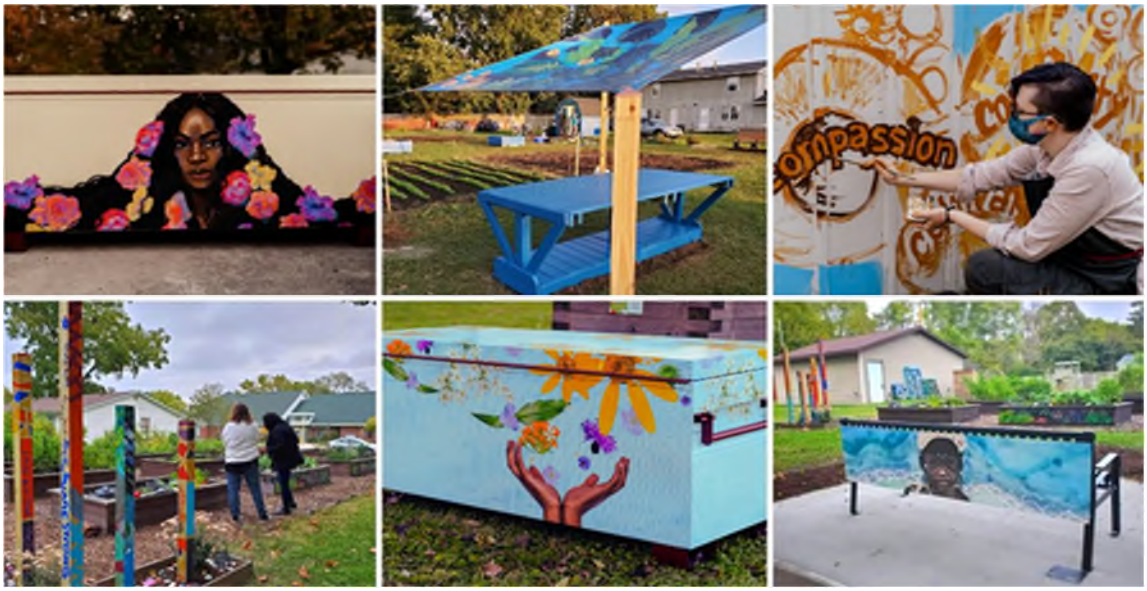
The City of Urbana, Illinois has a utility box mural program that is sponsored by the City's Arts and Cultural Program and features local artists (see photos on next page)[7]. The Town's Public Art Committee could explore this possibility.

Community Spaces

The City of Urbana has another notable program that incorporates art into community gardens (see photo on next page). The intent is to "…engage in creative placemaking and beautification…" Art is specific to each community garden and uses or supplements the gardens resources, such as seating, planting boxes, signs, walls, posts, and shade screens. Gardens can also serve as small gathering places for residents. While a community garden does not existing within the Buck Island—Simmonsville community, land donation, lease or shared space could be explored.



Works of local artists are featured on utility boxes throughout the city of Urbana, Illinois.
Source: urbanaillinois.us

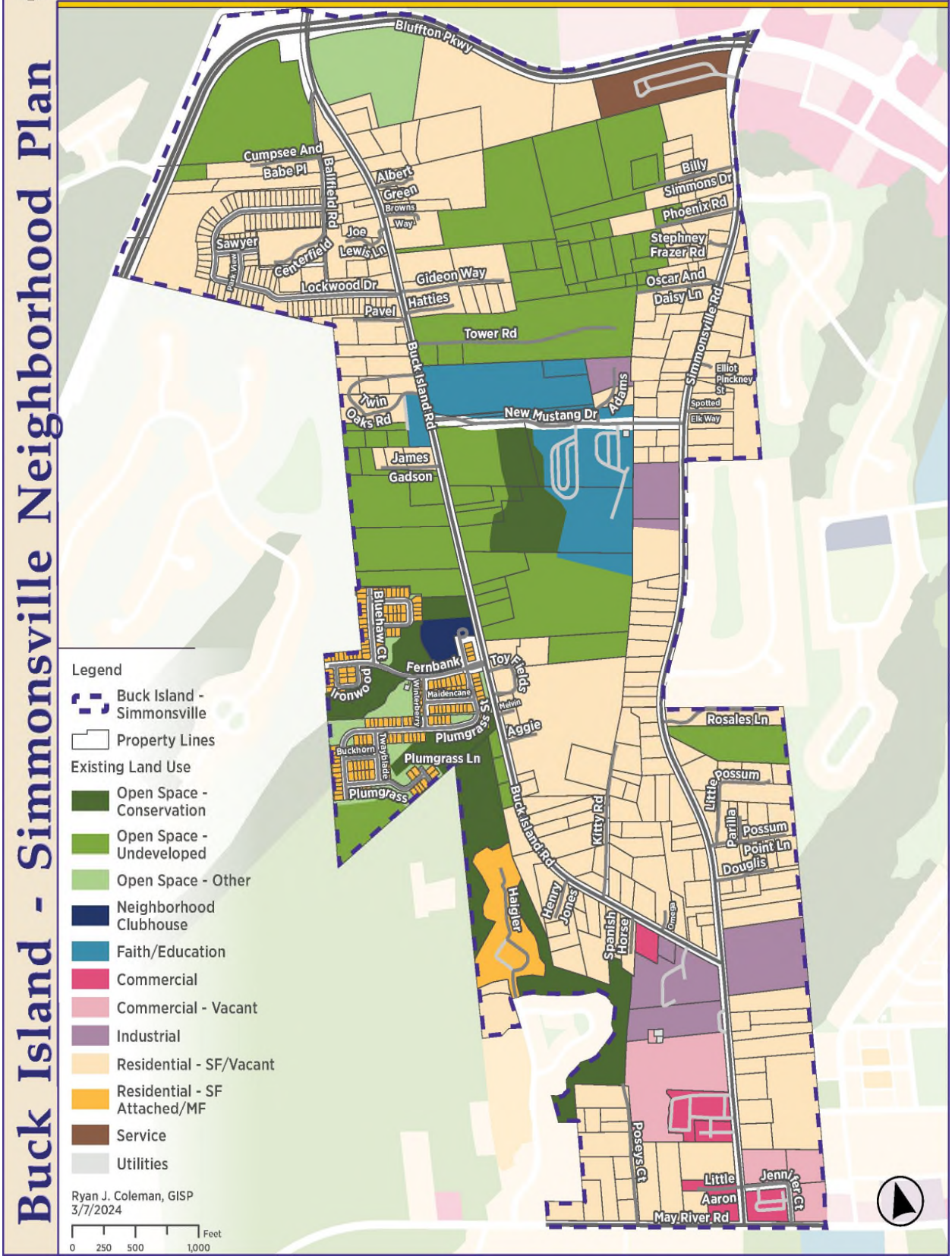


Community garden hardscape provides opportunities to showcase artistic expression.
Source: urbanaillinois.us

Buck Island-Simmonsville Neighborhood Plan Update

Existing Land Use

Map 6



LAND USE & ZONING

Existing Land Use and Development

Buck Island – Simmonsville has evolved from a mostly forested and agricultural community with homes on large lots to becoming a highly desirable location for increased residential density and, to a lesser extent, commercial infill development. In the past 20 years, Wellstone at Bluffton townhome development was constructed on Buck Island Road, Bluffton Middle School opened in 2010, and the southern portion of the community—just south of the Buck Island and Simmonsville road intersections—has experienced increased commercial development and includes Grayco Building Center (hardware and building supplies), Back to Nature natural foods and Parker's Kitchen (gas, convenience store and kitchen). Year Round Pool (swimming pool contractor) and RSI Linen Services have been at their Buck Island Road locations even longer, and both serve regional clients.

More recently, new commercial and residential developments have been approved by the Town of Bluffton or are in the review process within or adjacent to the neighborhood. In August 2022, a preliminary site development plan for River Dog Brewing Company was approved by the Planning Commission for construction at the intersection of Buck Island Road and Jennifer Court. The 50,000 square foot brewery will include 20,000 square feet for a production brewery, with the remainder of the space for restaurant and retail tenants, offices, and a tasting room. Additionally, outdoor dining, a beer garden and an event space with a pavilion are proposed.

The following residential developments were approved within the last few years or are under review at the time of plan preparation:

- **Crowne at Buck Island Apartments:** A 200-unit apartment complex at 412 Buck Island Road located on approximately 10 acres.
- **Hamilton Grove ("Bluffton Assemblage") Residential**: An 85-unit single-family residential development on an approximately 25-acre parcel located in the general vicinity of Ballfield Road. Land clearing began in September, 2023.
- **Indigo Cove Townhomes**: A 99-lot single family development on approximately 25 acres of land at the northeast intersection of Buck Island Road and Bluffton Parkway.

The Existing Land Use Map (Map 6) on the previous page shows the existing use of all lots in the community as of March, 2024. Of the 10 largest property owners in the area, two are government or quasi-government entities (Beaufort County School District and Beaufort-Jasper Water Sewer Authority), four are residential developments (existing and proposed), and four are private individuals. The School District owns the most property with 15 parcels, approximately 8% of the community.

Future Land Use

Development within the Buck Island – Simmonsville community is guided by the Future Land Use Map (FLUM) found in the Town's Comprehensive Plan known as *Blueprint Bluffton* and shown on page 36 (Map 7). The Comprehensive Plan is the Town of Bluffton's 10-year vision for the entire community for areas such as transportation, housing, natural and cultural resources, as well as land use.

As it relates to land use, the FLUM serves as a policy map to provide guidance for the generalized character of all land within Bluffton town limits, such as residential, commercial, and industrial. These categories are further distinguished to guide residential density (number of dwelling units per acre) and commercial intensity.

The Town of Bluffton's FLUM consists of nine character areas or future land use categories, of which six are located in the community. Table 3 identifies the six categories with the percentage of overall land area in the community beginning with the largest category. An explanation of each category is provided in Table 3. The predominantly residential categories of Suburban Living and Lifestyle Housing make up nearly 94% of the community. Less than 30 existing lots are commercially-designated (i.e., Neighborhood Center and Town Center).

The Future Land Use Map and designations are implemented through zoning. Zoning provides specific details, such as permitted uses and development standards, including building setbacks and height. Uses and development standards vary by zoning districts, which is further explained in this section.

Table 3: Future Land Use by Category

Land Use	Number of Lots	Percent
Suburban Living	370	59.4%
Lifestyle Housing	214	34.3%
Neighborhood Center	23	3.7%
Community Services	10	1.6%
Town Center	5	0.8%
Recreation	1	0.2%
Total	623	100%

Source: Town of Bluffton GIS

Zoning

Presently, there are four zoning districts within the Buck Island – Simmonsville neighborhood: Residential General (RG), Neighborhood Core (NC), Light Industrial (LI) and Planned Unit Development (PUD). The character and intent of each district, as described in the Town's Unified Development Ordinance (UDO), is provided in Table 5 on page 39. The Zoning Map appears on page 38 (Map 8).

As previously noted, zoning districts identify the permitted land uses and provide the building and site development requirements that support the Future Land Use Map designations. These requirements are located in the Unified Development Ordinance (UDO). Building requirements are based on the various "lot types" permitted within a zoning district and include standards for lot width, building coverage, building setbacks, and building height.

For Buck Island-Simmonsville, most land is zoned as Residential General (RG) and consists mostly of single-family homes that are stick-built or manufactured. Limited non-residential uses are permitted as long as the residential character is maintained, including home occupations, short term rental units (leased less than 30 days), homestay rentals (the rental of one bedroom for less than 30 days in an owner-occupied home), bed and breakfast establishments (2-5 rooms), agricultural and institutional uses.

Building design is not regulated for areas not within Old Town Bluffton, some Planned Unit Developments and areas not designated Highway Corridor Overlay District, which is discussed later in this section.

Below are zoning matters identified by the Advisory Committee for future potential study by Town staff:

- *To ensure compatible building scale and residential density, an evaluation of existing zoning allowances should be undertaken to determine if Unified Development Ordinance (UDO) adjustments may be in order;*
- *The policy to allow multiple manufactured homes on one lot to support family compounds also appears to encourage opportunities for investors to create de facto manufactured home parks without typical regulations for this type of use; and,*
- *The sale of produce, seafood, and food products has been common practice in the neighborhood over the years; however, native residents would like to have more income-producing potential for their properties while maintaining the community's character. Related to this, the home occupation use, as identified in the UDO, is vague and should be addressed.*

Buck Island-Simmonsville Neighborhood Plan Update

Future Land Use

Map 7

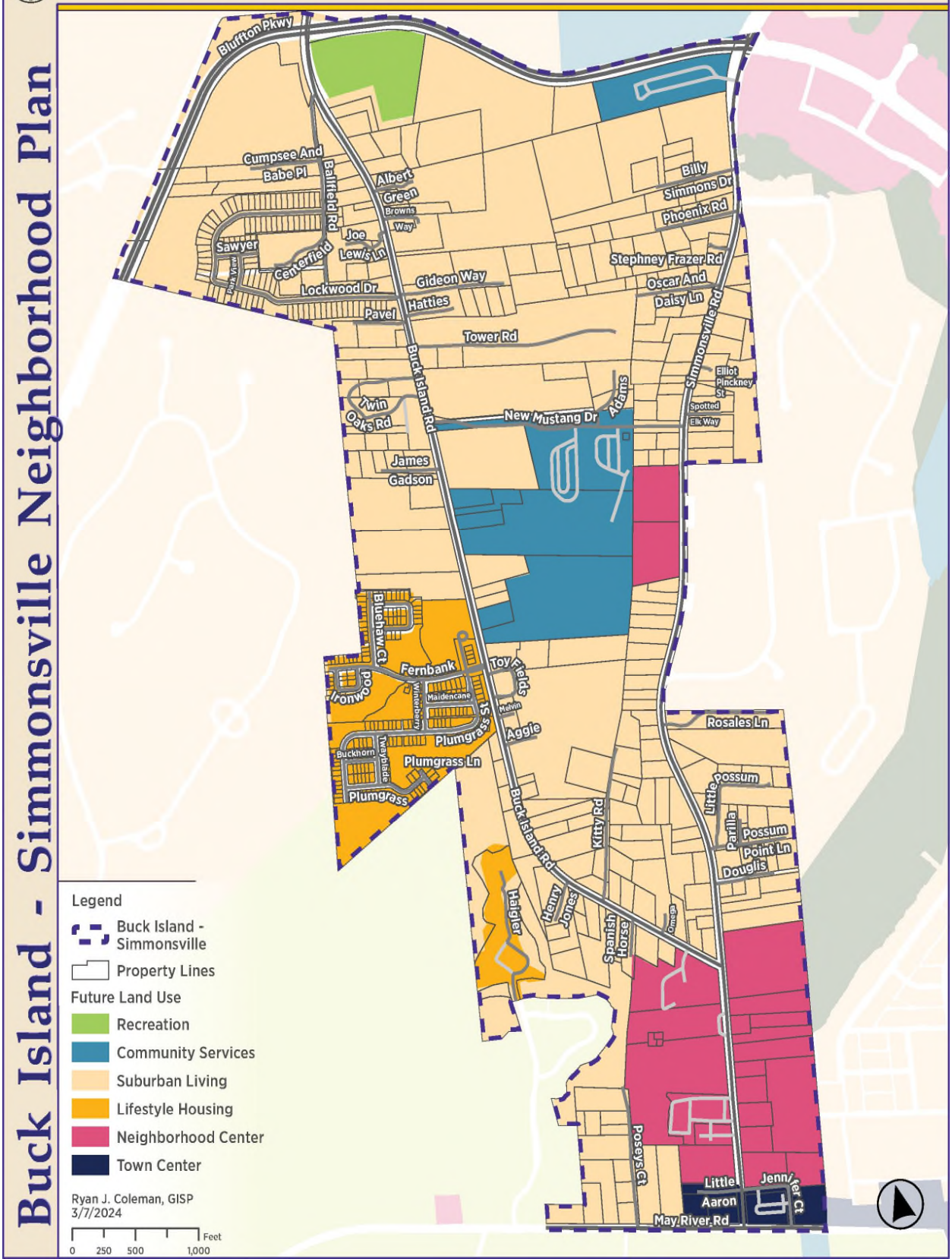


Table 4: Future Land Use Categories and Intent

Future Land Use	Description of Intent
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.
Community Services	The Community Services category denotes those facilities owned and operated by the Town of Bluffton or other public entities. These uses include, but are not limited to, libraries, schools, administrative facilities, police, fire / EMS and water production / treatment facilities. Uses within this category provide for the social, cultural, educational, health, physical betterment and administration of the community. Proposed changes in use to this land use category should be evaluated to determine compatibility with surrounding uses. Due to the varying nature of the uses within this category, there is not one set of defining characteristics to the category. Uses that are insular or campus-oriented should be properly designed to minimize any impacts to surrounding properties.
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.
Lifestyle Housing	The Lifestyle Housing category is intended to provide missing middle housing typologies within Bluffton. These missing middle products appeal to a wide range of residents in all stages of life. Inclusion of these housing typologies within the community will allow multiple generations to find affordable living in desirable, walkable environments. Connections to trails, parks, and commercial activity centers create enduring community assets. The Lifestyle Housing category is intended to provide missing middle housing typologies within Bluffton. These missing middle products appeal to a wide range of residents in all stages of life. Inclusion of these housing typologies within the community will allow multiple generations to find affordable living in desirable, walkable environments. Connections to trails, parks, and commercial activity centers create enduring community assets.
Recreation	The Recreation category designates properties used for the purposes of public recreation. This category includes parks, sports fields, and water access points at all scales throughout the community. This category includes both active and passive recreation areas.
Town Center	It is the intent of the Town Center category to support and enhance the existing mix of uses. Infill of additional residential at appropriate scale and density is strongly encouraged. Inclusion of missing-middle housing typologies (multiplexes, townhomes, condos) is encouraged, where appropriate, throughout the district. Commercial buildings are generally 1-3 stories in height and close to the sidewalk. Pedestrian scale and design are important components.

Source: Town of Bluffton Comprehensive Plan ("Blueprint Bluffton")

Zoning

Map 8

Buck Island - Simmonsville Neighborhood Plan

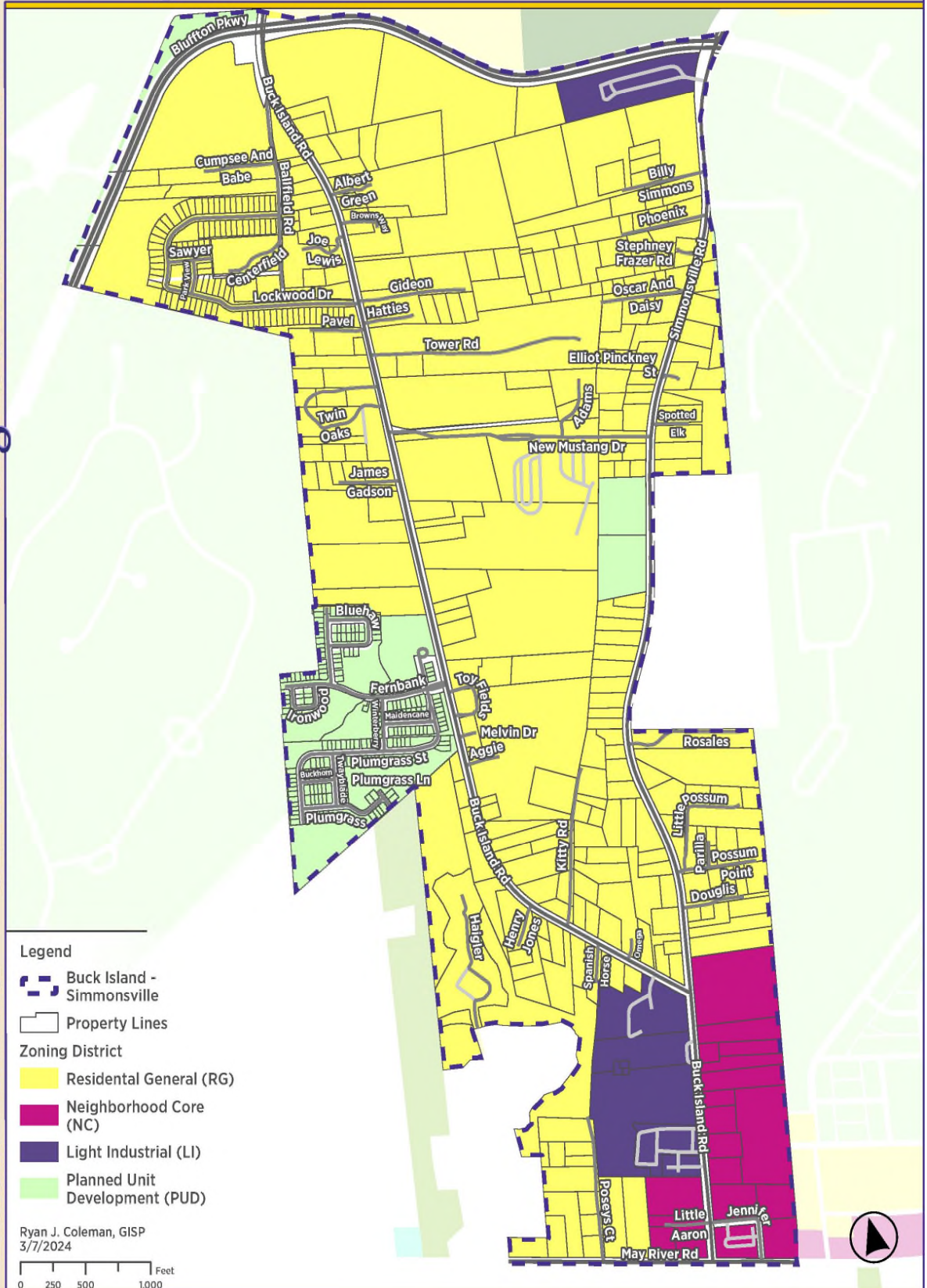


Table 5: Zoning District Categories and Descriptions

Zoning District	Intended Character and Purpose
Residential General (RG)	
District Character	Moderate-density residential
District Purpose & Intent	The RG district is intended to provide for moderate density residential neighborhoods. This district will include a range of dwelling types in an integrated neighborhood setting with other civic and recreational uses. The regulations are designed to promote neighborhood character and accommodate a variety of dwelling types.
Planned Unit Development (PUD)	
District Character	Mixed use Master Plan Community
District Purpose & Intent	The PUD district is intended to achieve the objectives of the Town of Bluffton Comprehensive Plan and to allow flexibility in development than could otherwise be achieved through strict application of this Ordinance and that will result in improved design, character and quality of walkable mixed-use developments and preserve natural and scenic features of open spaces.
Neighborhood Core (NC)	
District Character	Moderate intensity, mixed use development
District Purpose & Intent	The NC district is intended to provide a compact, commercial environment with a mix of complementary and supporting services. The NC district will provide nearby residential areas with convenient access to stores, essential goods and services, and workplaces in close proximity to each other.
Light Industrial (LI)	
District Character	Primarily industrial-based employment centers
District Purpose & Intent	The LI district is intended to provide locations for light industrial, research and development, assembly, high technology production, precision manufacturing, and similar primary employment uses. This district can be used to integrate a number of mutually supportive uses within the district to create employment centers. The regulations of this district are designed to accommodate primary employment opportunities and support services that cannot readily fit into other mixed-use centers and/or may require special location considerations and buffering due to the nature or intensity of operations. The regulations are designed to prevent or greatly reduce impacts beyond the property lines.

Source: Town of Bluffton Unified Development Ordinance

Neighborhood Character and Development Compatibility

Unlike Historic Old Town Bluffton and most developments zoned Planned Unit Development, architectural standards for residential or non-residential buildings do not presently exist for properties in Buck Island – Simmonsville with the exception of those adjacent to and within 500 feet of S.C. Hwy 46 (May River Road) and Bluffton Parkway. Both of these areas are within the Highway Corridor Overlay (HCO) District. The below graphic shows the HCO on May River Road.

As stated in the UDO, the HCO district is "intended to enhance the quality of development, protect and enhance the area's unique aesthetic Lowcountry character and natural environment, reduce unnecessary visual distractions and to ultimately provide a consistent regional context for architecture, landscaping, and lighting provisions along regional roadway corridors." New development on parcels within these areas, with the exception of single-family residential, must be approved by the Planning Commission who apply the architectural standards developed for the district.

The Town's Comprehensive Plan identifies the southern portion of Buck Island Road as part of a "Gateway Area." As stated in Blueprint Bluffton, the gateway is to Old Town Bluffton Historic District and is intended "to make a statement as to the importance of the district." Recommendations for the gateway include establishing a character baseline to establish appropriate design standards that may include streetscape elements, such as sidewalks and lighting.

The blue outline shows properties within the HCO District located along May River Road and Buck Island Road.

Additionally, the Town's Growth Framework map, also provided in the Comprehensive Plan, notes that the southern portion of Buck Island Road has a "place type" designation of "hamlet." According to the Comprehensive Plan, a place type is intended to have "varying ranges of land uses and residential density that are respectful of the surrounding character" to inform both the future land use and zoning. Place types are based on a variety of neighborhood attributes, including "natural re-

sources, historic fabric, diverse housing, access to nature, mixed-use activity centers, street network and neighborhood structure."

The Advisory Committee expressed a desire for new development to be compatible with the community without being a burdensome process for applicants. Compatibility can include architecture, and it can also include development standards, such as maximum building height and minimum yard setbacks required of the various lot types allowed in the community. An evaluation of the development standards for the various districts could be undertaken to identify any standards that may be incompatible with the neighborhood.

HOUSING

The extension of water and sewer lines to properties previously served by wells and septic systems or that were undeveloped has allowed for more housing units in the neighborhood. The most common type of new housing in recent years has been single-family manufactured homes, a relatively expedient and affordable way in which to create more housing. An overview of housing in the community follows.

Permitted Housing Types

A mix of housing types are permitted in the neighborhood and vary by zoning district (Table 6). All zoning districts permit single-family detached homes or dwellings, which is the most common housing type in the community. This housing type does not share a wall with another dwelling, can be a stick-built or manufactured home and is located on its own lot in most cases. There is an exception for manufactured homes, however, which is discussed later in this section.

Multi-family dwellings include at least two residential units located in the same building on the same lot, not on individual lots. Apartment developments are the most common type of multi-family housing type and are permitted only in the Neighborhood Core and Light Industrial zoning districts in the southern portion of the neighborhood. The number of units is determined by a variety of factors, which include but are not limited to permitted maximum building height and footprint, building setback requirements from the property line, required parking spaces and vegetative buffers, and stormwater detention area.

Accessory Dwelling Units (ADUs) are permitted on the same lot as a larger single-family detached dwelling and are permitted by-right. An ADU can house family members or serve as a long or short-term rental unit for residents or visitors to Bluffton. Short-term rental units require a business license from the Town of Bluffton.

Table 6: Permitted Housing Types by Zoning District (except PUDs)

Unit Type	Residential General (RG)	Neighborhood Core (NC)	Light Industrial (IL)
Single-family detached	✓	✓	✓
Single-family attached	✓	✓	✓
Multi-family	--	✓	✓
Accessory Dwelling Unit	✓	✓	✓

There are two properties in Buck Island-Simmonsville that are zoned Planned Unit Development (PUD). A PUD is a zoning district that is created through negotiation with the Town and approved by Town Council after a recommendation by the Planning Commission. A PUD is typically requested to allow innovative development or flexibility that may not be permitted by the Unified Development Ordinance. There are two PUDs in the community: Wellstone at Bluffton Townhomes and Southeastern Property Development, LLC.

Wellstone at Bluffton Townhomes includes 114 attached townhomes and is a completed development.

The Southeastern Property Development, LLC PUD is located on the western side Simmonsville Road, approximately one mile south of Bluffton Parkway, and allows the following residential uses: single family attached, single family detached, manufactured homes, and residential over commercial spaces (or upper-story residential). The maximum density is up to six (6) residential units per acre but could be less due to site and development requirements, such as stormwater detention, vegetative buffers, and parking. The maximum of six units per acre is two more units per acre than is permitted by the predominant Residential General (R-G) zoning district, the most prevalent zoning district in the community. This PUD totals 6.88-acres and contains two lots. One lot is used for a landscape contracting business; the other lot has been cleared but is not developed. A variety of commercial uses would also be permitted by-right and are identified in its development agreement.

Manufactured Homes

In the Residential General (RG), Neighborhood Core (NC) and Light Industrial (LI) zoning districts, up to four (4) manufactured homes per acre are permitted without the requirement to establish a legal separate lot of record for each home, which is a requirement for stick or site-built homes. This policy was intended to support long-time property owners who traditionally have had family members live in separate homes on the same lot or plan to do so in the future. As this policy is not limited to families, investment property owners also benefit.

With the installation of water and sewer lines throughout the neighborhood, the number of manufactured homes has increased. This may allow for what is, in effect, small manufactured home parks without zoning regulations that are often associated with this use, such as home location on a site, orientation, and skirting requirements. A more formal approach may need to be considered.

Neighborhood Assistance Program

The Town of Bluffton initiated the Neighborhood Assistance Program in 2016 to assist qualifying Bluffton residents with certain home-related repairs and property maintenance to help preserve existing housing. The majority of applications received for FY22-23 were for homes within the Buck Island-Simmonsville community.

Town staff, including the Workforce and Affordable Housing Manager, confer on an assistance project. Source: Municipal Association of South Carolina

Income qualification is required for "safe and dry" home repairs, property clean-up, tree mitigation, private drive repair to facilitate access for emergency vehicles, and abatement or demolition of unsafe structures. Applicants cannot have a household income that exceeds a specified percentage of the Area Median Income (AMI) for Beaufort County for a given year. The percentage varies by program. Road sign/address posting and some septic system repairs and pump-out requests do not have income requirements.

Because the housing stock in the community is among the oldest in Bluffton, most requests for assistance are from this area. However, because funds are limited and because other factors may affect eligibility for some programs, assistance is not guaranteed by the Town of Bluffton.

For the 2022-23 fiscal year, the Town helped 54 households with a budget of almost $223,000. To extend its reach and to address rising costs, the budget was increased to $290,000 for the 2023-24 fiscal year.

The program earned the Town of Bluffton a 2023 Municipal Association of South Carolina Achievement Award for the Public Service category. The Town continues to seek ways in which to enhance and expand the program. For more information, contact the Town's Workforce and Affordable Housing Manager.

Workforce-Affordable Housing Opportunities

In 2018, the Town of Bluffton purchased a 1.78 parcel at 1095 May River Road to develop the Town's second affordable-workforce housing development in partnership with Workforce State of Mind, LLC. This public-private partnership will produce 12 townhomes for purchase by income-qualifying households. Four units each will be available to households earning 60, 80 and 100 percent of the Area Median Income (AMI) for Beaufort County.

"The May" is a public-private partnership to develop 12 townhomes for households with incomes between 60 to 100 of Beaufort County's Area Median Income (AMI). In 2023 the AMI was $111,300.

To reduce the cost of each home, the Town will donate the land and provide the developer with reimbursement of fees related to planning, design, permitting and infrastructure expenses. Construction will begin in 2024.

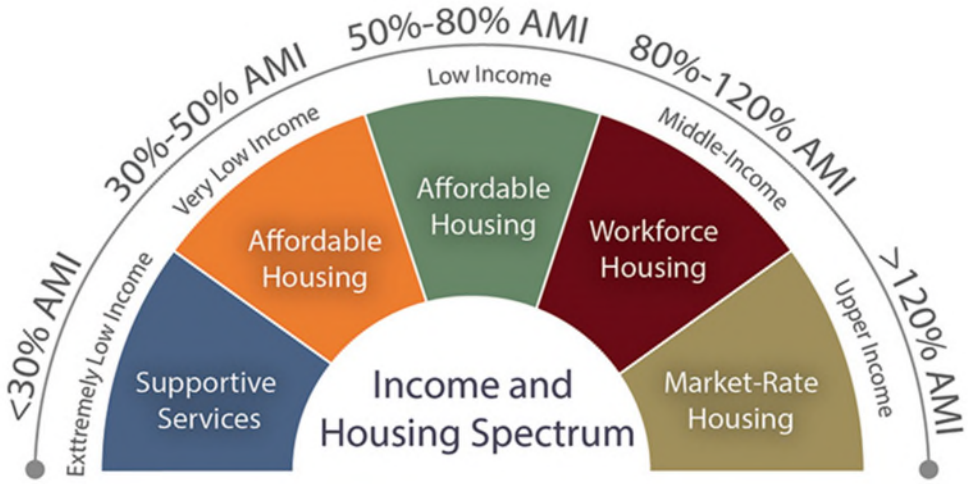
Workforce-Affordable Housing Challenges

While other housing developments are planned within the Buck Island-Simmonsville community, none are required or are proposed to have residential units that are "set aside" for households whose incomes would be considered in the affordable or workforce housing range. According to the U.S. Department of Housing and Urban Development, the 2023 Beaufort County median income is $111,300. This means that half of all Beaufort County households earn more than the median and half earn less than the median.

As shown in Figures 4 and 5, a household of four earning $91,800 (110% AMI) would fall in the workforce housing range, while a household of four earning $73,450 (80% AMI) would fall in the affordable housing range. Market-rate housing, nearly all of the existing and proposed housing in Bluffton, requires household income of at least 120% AMI or $133,560 to avoid spending more than 30% of household income on rent or a mortgage.

While the Beaufort Jasper County Housing Trust was established to develop new residential units and rehabilitate existing units at or below 100% of the AMI, with the priority at 60% of the AMI, its efforts will not be enough to satisfy the need for housing. Likewise, other endeavors cannot fully meet the demand. Therefore, efforts to preserve existing housing may require

Figure 4



In Beaufort County, the 2023 median household income was $111,300. To afford market rate housing without spending more than 30% of a household's income, the household would need to earn $133,560, more than 120% of the Area Median Income. Source: Camoinassociates.com

Figure 5

2023 Beaufort County Area Median Income Limits

Income Limits	Number of Persons in Household							
	One (1)	Two (2)	Three (3)	Four (4)	Five (5)	Six (6)	Seven (7)	Eight (8)
30% *Extremely Low*	$19,300	$22,050	$24,860	**$27,550**	$29,800	$32,000	$34,200	$36,400
50% *Very Low*	$32,150	$36,750	$41,350	**$45,900**	$49,600	$53,250	$56,950	$60,600
60% *Moderately Low*	$38,580	$44,100	$49,620	**$55,080**	$59,520	$63,900	$68,340	$72,720
80% *Low*	$51,450	$58,800	$66,150	**$73,450**	$79,350	$85,250	$91,100	$97,000
100% *Median*	$64,300	$73,500	$82,700	**$91,800**	$99,200	$106,500	113,900	$121,200
120% *Moderate*	$77,100	$88,150	$99,150	**$110,150**	$118,950	$127,800	$136,600	$145,400

The above chart shows the Area Median Income limits for Beaufort County based on the number of people within a household to determine qualification for various housing programs. Income levels are set by the U.S. Department of Housing and Urban Development.

more consideration, particularly for areas such as Buck Island-Simmonsville where housing stock is older and preventative maintenance has been deferred, which could diminish the long-term viability of some homes. Prevention may include re-evaluation the Neighborhood Assistance Program and, possibly, seeking partnerships to serve more residents. Additionally, some residents may be able to improve their housing by ensuring they have clear title to their land. Clear title to land may provide options, including subdivision, leasing and selling, to assist financially.

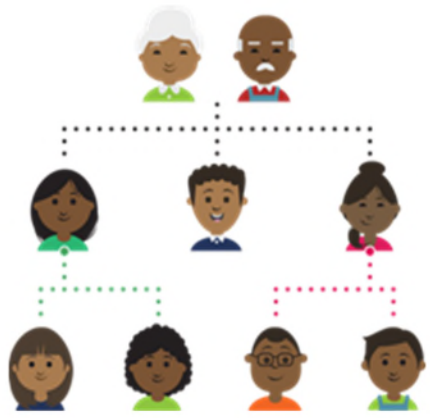
Heirs' Property and Legacy Planning

"Heirs' property" refers to land that lacks clear title because the deceased property owner did not have a will or deed at time of death. This leaves the property in legal limbo for descendants.

Without clear title, descendants may have difficulty insuring, developing, redeveloping, or selling family property because legal ownership does not exist. This suspended status creates a variety of difficulties for heirs, all of whom may not be fully known without a genealogical search, live elsewhere and be unable to maintain the property, or who may be unable to afford property taxes, or agree how to resolve matters related to ownership, or some combination thereof.

While it is not known how many properties in the Buck Island-Simmonsville community may lack clear title, they do exist.

Those seeking guidance on this matter should seek an attorney who specializes in estate law or the Center for Heirs' Property Preservation located in North Charleston, South Carolina.



Estate planning can ensure that future generations of family benefit from generational wealth. Source: U.S. Department of Agriculture

TRANSPORTATION & MOBILITY

Community Roads

The Buck Island-Simmonsville neighborhood is connected by four main roads: Bluffton Parkway (L-1526), May River Road (SC-46), Buck Island Road (S-29) and Simmonsville Road (S-474). With the exception of Bluffton Parkway, these roadways are owned and maintained by the State of South Carolina. Bluffton Parkway is owned and maintained by Beaufort County.

Buck Island Road, a north-south two-lane undivided road, extends from U.S. Hwy 278 (Fording Island Road) to its junction with May River Road. The Beaufort County Road Functional Classification map designates Buck Island Road as a minor collector roadway from the U.S. Hwy 278 to its intersection with Simmonsville Road. Minor collector streets provide connections to major collector roadways (Simmonsville Road) and arterial roadways (U.S. Hwy 278, Bluffton Parkway and May River Road).

Simmonsville Road is an undivided two-lane road that extends from U.S. Hwy. 278 south to May River Road. The Beaufort County Road Classification map designates Simmonsville Road as a major collector roadway, providing connection to arterial roadways (May River Road, Bluffton Parkway and U.S. Hwy 278). At its intersection with Bluffton Parkway, a dedicated left turn signal was added in response to a request made by community members during the neighborhood planning process in 2009.

Constructed in 2007, Bluffton Parkway is an east-west four-lane divided minor arterial roadway. Within town limits, the parkway extends from Bluffton Road west to SC 170. Eventually, the parkway will extend to or near Interstate 95. In 2022, South Carolina Department of Transportation (SCDOT) recorded an average annual daily traffic count of 24,100 vehicles for the Bluffton Parkway segment between Buck Island Road and Simmonsville Road.

Buck Island Road crosswalk to be evaluated for safety improvements.

New Mustang Drive (previously known as Hyon Road) and Bluffton Parkway serve as the connecting routes between Buck Island and Simmonsville roads. Bluffton Middle School is located on New Mustang Drive. As part of the Town's Capital Improvement Program, a multi-year project to provide safety improvements for pedestrian pathways is underway and includes Buck Island and Simmonsville roads (Phase 3). Phase 3 will analyze areas such as lighting, signage, walkways, traffic calming, and crosswalks to determine if improvements are necessary to improve safety, ensure compliance with the Americans with

Disabilities Act standards, and to increase the community's walkability score. A design and construction schedule will be developed after the analysis is completed. The analysis is scheduled for the fiscal year 2024.

May River Road is an east-west two-lane minor arterial roadway. Notably, since the 2009 Plan, a traffic signal has been installed at its intersection with Buck Island Road. Additionally, the portion of May River Road extending from the Beaufort-Jasper County line east to Brighton Beach in the unincorporated Alljoy Community east of Old Town Bluffton was designated as May River Scenic Byway by the State of South Carolina in 1987.

Traffic Data

According to SCDOT, the latest available data from 2022 shows that the average daily traffic on the Buck Island Road segment from May River Road to Simmonsville Road was 7,600 vehicles. In 2019, prior to the COVID-19 pandemic, the figure was slightly higher at 7,800 vehicles. Large vehicle traffic, including buses and dump trucks, has been consistent with 426 vehicles per day in 2022 and 410 in 2021. However, there was a significant drop in 2020, with only 212 such vehicles. This could potentially be attributed to the temporary closure of Bluffton Middle School due to the pandemic, resulting in a reduction in school bus traffic.

In community meetings, residents expressed concern with speeding and thru-truck traffic on Buck Island and Simmonsville roads. Since the 2009 Neighborhood plan, speed limits along these roads were reduced. In some areas, the previously posted speed limit was 45, where it is now 40. With regard to truck traffic, the Town does not allow medium and heavy trucks (dump trucks, tractor trailers and semi-trailers) to enter Old Town on May River Road unless drivers have proof of a specific reason. While east bound traffic is directed to use SC 170 to access Bluffton Parkway or U.S. 278, some trucks may travel or be located east of SC 170, thus using Buck Island Road as a connection to those streets. Any restriction of truck traffic would need approval from SCDOT.

Private Driveways

There are numerous private driveways throughout the community, most of which are unpaved or have a gravel surface. These driveways are mostly the result of land subdivision. Because many of these driveways were not identified with signage, the Town of Bluffton undertook a project in 2011 to install street signs and numerical addresses to both posts and homes. Clear and accurate address and street posting greatly helps emergency vehicles, (including fire, medical, and law enforcement) reach and assist community members as efficiently as possible. Some markers have gone missing since and need to be replaced. During Advisory Committee meetings, both the Bluffton Police Department and Bluffton Township Fire District

noted that replacements were necessary and that a joint effort could be undertaken to improve signage and addresses.

Because private drives are not owned by the Town of Bluffton, maintenance is the responsibility of the property owner. However, the Town can assist income-qualifying residents with maintenance when emergency vehicle access is impeded. To qualify, at least 51% of all residential units accessed by the road must have an annual household income that does not exceed 80% of the Area Median Income (AMI) for Beaufort County. Table 7, on the next page, shows the private roads identified in the 2009 plan and their present condition, ownership, and maintenance status.

Public Transportation

Public transportation is available and offered by the Lowcountry Regional Transportation Authority (LRTA). The Palmetto Breeze Transit system operates bus service in five Lowcountry counties and offers multiple routes throughout the Buck Island - Simmonsville neighborhood. Additionally, demand-response services are available, offering door-to-door service for those who are not able to access a bus stop.

As of this writing, commuter Route 804 is available in the neighborhood with three unsigned and unsheltered stops located at Parker's (6200 Jennifer Court), Resort Services Inc. (336 Buck Island Road) and the Beaufort County Convenience Center (103 Simmonsville Road).

This route serves commuters who travel from outlying counties to their jobs at RSI, Grayco, Bluffton Middle School, and other area businesses on the route including Publix, Kroger, and Walmart. LRTA approximates over 1,000 riders on this route every month. Additionally, Route 308 travels through the Buck Island-Simmonsville neighborhood on its way to transfer commuters who work on Hilton Head Island.

In 2021, Palmetto Breeze Transit launched the Bluffton Breeze, which is a year-round weekday fixed-route service serving the Bluffton community. Bluffton Breeze connects community members with workplaces, residential areas, and businesses located along Bluffton and Buckwalter Parkways. The westbound route includes a stop at the intersection of Bluffton Parkway and Simmonsville Road.

The Palmetto Breeze also includes Easy Breeze ADA paratransit which is a door-to-door service that complements the Bluffton route. Any person with a disability, as defined by the Americans with Disabilities Act (ADA), and who lives within three quarters of a mile of bus stop can be picked up at their place of residence.

As passenger demand, driver supply, and ridership increases over time, Palmetto Breeze and Bluffton Breeze can adapt to better serve the community.

Table 7: Status of Select Road Surfaces, Ownership and Maintenance Responsibility

Road	Condition 2009	Condition 2022	Owner	Maintenance Responsibility
Adams Place	N/A	Unpaved	Private	Private
Albert Green Lane	N/A	Unpaved	Private	Private
Ballfield Rd	Unpaved	Paved	Public	Beaufort County
Billy Simmons Drive	N/A	Unpaved	Private	Private
Brown's Way	Unpaved	Unpaved	Private	Private
Centerfield Lane	Unpaved	Unpaved	Private	Private
Charles Hamilton Lane	N/A	Unpaved	Private	Private
Cumpsee & Babe Lane	N/A	Unpaved	Private	Private
Douglis Lane	Unpaved	Unpaved	Private	Private
Gideon Way	N/A	Unpaved	Private	Private
Hatties Place	N/A	Unpaved	Private	Private
Henry Jones Drive	Unpaved	Unpaved	Private	Private
James Gadson Drive	N/A	Unpaved	Private	Private
Joe Lewis Lane	N/A	Unpaved	Private	Private
Kitty Road	Unpaved	Paved	Public	Beaufort County
Little Aaron	Unpaved	Unpaved	Private	Private
Little Possum Lane	Unpaved	Unpaved	Private	Private
Lotus Court	Paved	Paved	Private	Private
New Mustang Drive (formerly Hyon Road)	Unpaved	Paved	Public	Beaufort County
Oscar and Daisy Lane	N/A	Unpaved	Private	Private
Pavel Street	N/A	Unpaved	Private	Private
Phoenix Road	Unpaved	Paved	Public	Beaufort County
Poseys Court	N/A	Unpaved	Private	Private
Possum Point Lane	N/A	Paved	Private	Private
Ripp Rapp Road	Unpaved	Unpaved	Private	Private
Stephney Frazier Rd	Unpaved	Unpaved	Private	Private
Rosales Lane	N/a	Unpaved	Private	Private
Tower Road	Unpaved	Unpaved	Public	Beaufort County
Toy Fields Circle	Unpaved	Unpaved	Private	Private
Twin Oaks Road	Unpaved	Unpaved	Private	Private

Pedestrian and Bicycle Facilities

An effective bicycle and pedestrian transportation system has the potential to encourage alternative transportation and enhance neighborhood connectivity. During the neighborhood planning process in 2009, community members expressed concern for a lack of pedestrian and bicycle facilities in the neighborhood. These concerns highlighted the growing need for improved safety and convenience for pedestrians—including children walking to Bluffton Middle School—and cyclists alike. In response, the Town of Bluffton embarked on a series of multi-phase, multi-year projects to construct sidewalks along Buck Island and Simmonsville Roads through its Capital Improvement Program.

At the request of the residents, handrails were installed on this Buck Island Road boardwalk for additional safety. See cover photo for post-installation view.

Along Buck Island Road, from Bluffton Parkway to Simmonsville Road, a sidewalk was installed on the eastern side of the road. The sidewalk includes two boardwalks on Buck Island Road that span a ditch (adjacent to Eagles Field) and a low lying area where standing water is not uncommon. The latter boardwalk includes kick rails or plates, a safety feature designed to warn users of their proximity to the edge. Some residents expressed concern that the kick rails were not substantial enough to protect the safety of users, especially children. In response, the Town's Projects and Watershed Resilience Department installed a more substantial safety barrier that includes handrails.

In 2023, the Town completed construction of the final sidewalk phase, 6B, on Simmonsville Road from Sugaree Drive north to Windy Lake Court. This phase included approximately 2,000 linear feet of sidewalk and is the last segment to provide a continuous sidewalk connection from Bluffton Parkway to May River Road. Drainage upgrades for this phase were also completed and street lighting will be finalized by Dominion Energy in Fiscal Year 2024.

During the Advisory Committee meeting process, it was mentioned that the five-foot width of the installed sidewalks was too minimal and that a wider sidewalk would have been preferable. The narrow street right-of-way, drainage ditch, utilities, and desire to preserve as many trees as possible resulted in the construction of a five-foot wide sidewalk.

At completion, the total sidewalk linear footage for the Buck Island – Simmonsville community will be approximately 14,000 feet or 2.65 miles. This project was born from the 2009 neighborhood planning process and will be enjoyed by current and future generations of residents.

Additionally, the Town of Bluffton will conduct a pedestrian safety assessment along the Buck Island-Simmonsville corridors in Fiscal Year 2024 to determine if any improvements related to walkways, crosswalks, lighting, signage, and vehicular traffic calming measures are needed, as cited in Town of Bluffton *FY23-24 Strategic Plan*. This is in addition to projects identified in the *Sidewalk Accessibility Analysis and Traffic Calming Policy* adopted by the Town in 2021. The status of projects within the neighborhood and throughout Bluffton can be found on the Capital Project Dashboard, which is located on the Town of Bluffton's website.

While not in the study area, the one-mile segment of Buck Island Road north of Bluffton Parkway to U.S. Hwy 278 was cited in the 2021 *Beaufort County Connects Bicycle and Pedestrian Plan (Connects Plan)* as one of the top six areas of the county most in need of new or safer bicycle and pedestrian facilities. The *Connects Plan* identifies this improvement as an immediate term project, or one that should be undertaken within five years from plan adoption. The estimated cost is $500,000. This project also appears in the *2045 Long Range Transportation Plan for the Lowcountry Area Transportation Study* (2045 LRTP), prepared by the Metropolitan Planning Organization. The Town of Bluffton applied for U.S. Department of Transportation RAISE grant in 2023 to help fund planning and design of pedestrian and bicycle improvements in Old Town Historic District, the Goethe/Shults and Buck Island-Simmonsville neighborhoods but was not selected. The acronym "RAISE" stands for Rebuilding American Infrastructure with Sustainability and Equity.

Approximately 2.65 miles of sidewalks have been installed in the Buck Island-Simmonsville neighborhood.

PUBLIC INFRASTRUCTURE & SERVICES

The Town of Bluffton began a multi-year process to make substantial infrastructure improvements within the Buck Island – Simmonsville community. Installation of new water and sewer lines, conversion of most septic tanks to public sewer, and construction of sidewalks and lighting have occurred in phased approaches and will be finalized in fiscal year 2024. To date, the investment in these projects has totaled approximately 8.3 million dollars. An overview of these projects follows. The status of these projects and all other any Town projects can be tracked using the Capital Projects Dashboard on the Town of Bluffton website.

Lighting

In the 2009 Neighborhood Plan, residents expressed a need for lighting in the neighborhood to improve visibility and safety. As of the date of this Plan, lights have been installed along Buck Island and Simmonsville roads by Palmetto Electric Cooperative and Dominion Energy in conjunction with sidewalk construction by the Town of Bluffton.

Existing utility poles are being used to support lights, and new poles have been or are in the process of being strategically placed throughout the neighborhood. Because the placement of some new poles must be on private property because of the narrow public right-of-way, collaboration with residents was necessary to obtain a utility easement. The Town anticipates completion of this project, along Simmonsville Road, in fiscal year 2024.

During Advisory Committee meetings, some members expressed concern with low illumination of some areas. Town staff explained that lighting installations are strategically designed to illuminate sidewalks, prioritizing pedestrian areas rather than the roadways. The use of existing utility poles may also cause lighting to be farther from roads. A change to LED (light-emitting diode) bulbs may improve light levels. Town staff will determine if this change may be possible.

Water and Sewer Facilities

The Buck Island - Simmonsville neighborhood water and sewer infrastructure is serviced by the Beaufort-Jasper Water & Sewer Authority (BJWSA); however, some private septic and well systems exist in the neighborhood.

In order to provide water and sewer services to Buck Island Simmonsville residents, a survey was conducted for each home in the neighborhood in 2008 to determine interest. One hundred percent of respondents indicated they desired connection to the new water and sewer

system. The positive responses to the survey allowed the Town to apply for federal grants to pay for the project.

The Town of Bluffton and Beaufort-Jasper Water Sewer Authority began a multi-year collaborative process beginning in 2016 to convert septic systems to public sewer. The new system allows for the treatment of wastewater and will help to avoid leakage that could contaminate the May River and Colleton River watersheds. The final phase, Phase 5, was completed in the summer of 2023. Phase 5 included more than 3,800 linear feet of eight-inch sewer main and over 1,000 feet of water main to serve approximately 38 homes. Thirty-three (33) septic systems will be abandoned in this process.

All homes within 300 feet of a sewer line must be connected. Connections made as part of the Capital Improvement Project were completed at no cost. Future connections may have partial or full reimbursement. Ideally, all homes within the community would eventually be served by public water and sewer.

Drainage

To reduce the risk of roadway flooding, two roadway culverts crossing Buck Island Road were removed and upgraded with new, larger culverts. These new culverts will better channel water and increase water flow capacity.

Additionally, the Town is pursuing funding for a comprehensive drainage study that will include portions of the neighborhood that drain to the May River (Crooked Cove basin).

The Buck Island—Simmonsville Neighborhood Plan Update Advisory Committee learns about a potential drainage study for a portion of the neighborhood from Town staff.

Public Schools

Bluffton Middle School is the only public or private school located within the neighborhood. Bluffton Middle School, home of the Mustangs, was constructed in 2010 and serves 909 students as of September 19, 2023. Students come from Okatie, M.C. Riley, Red Cedar, Bluffton and Pritchardville elementaries.

The Beaufort County School District allows community groups to use public spaces on school properties, if available, for a fee. Such spaces may include athletic fields, auditoriums, gymnasiums, and media centers. School events take priority and availability may vary by school. Use requests must be made directly to the school.

Bluffton Middle School serves more than 900 students, including the community's fast-growing Hispanic population.

Public Trash and Recycling Center

Beaufort County operates a convenience center at 104 Simmonsville Road. The center allows Beaufort County residents to dispose of and recycle certain household items, such as yard waste, paint, appliances, and furniture, in addition to paper, plastic and glass. A full list of accepted items and hours of operation are provided on Beaufort County's website.

Public Parks

While there are no public parks within the Buck Island-Simmonsville community, the Town of Bluffton recognizes the need, especially with the number of children in the area. In March 2024, the Town purchased 15.5 acres of land at the intersection of Bluffton Parkway and Buck Island Road to be used for a future park (140 Buck Island). Residents will be engaged in future planning of the park.

Fire Protection

The Bluffton Township Fire District (BTFD) provides fire and emergency medical service to the Buck Island Simmonsville neighborhood. Service is provided by Station 30, located at 199 Burnt Church Road. Station 30 houses Engine 330 and Beaufort County EMS 6.

BTFD responds to both emergency and non-emergency calls, dispatched from Beaufort County Dispatch. The non-emergency calls are typically services such as "lift and assist" to help immobile individuals, smoke alarms, or calls that are not considered life-threatening. Table 8 shows calls for service to the Buck Island Simmonsville neighborhood from 2019

through March 2023. Calls in 2020 and 2021 likely reflect more residents at home during the COVID-19 outbreak.

Table 8: BTFD Neighborhood Service Calls (2019 thru March, 2023)

Year	Total Number of Calls	Emergency Calls	Non-Emergency Calls
2019	72	66	6
2020	137	113	24
2021	112	106	6
2022	100	79	21
2023 (thru March)	24	21	3

Source: Bluffton Township Fire District

The typical response time from Station 30 to the neighborhood is between three (3) to seven (7) minutes. However, this time can be greater when homes are located on unmaintained private drives that make maneuvering an emergency vehicle difficult, or when street signage or address is missing or not readily visible. While private drives are the responsibility of property owners, the Town of Bluffton can assist income-qualifying owners with maintenance through the Town's Neighborhood Assistance Program (NAP) located in the Growth Management department. Additionally, the Town can also help with erecting new and missing street signage. Residents can contact the Town's Public Services department or make an online report via SeeClickFix.

As some residents speak only Spanish, communication difficulties have occurred when assisting residents. While not a complete solution to address this, BTFD is actively seeking Spanish-speaking recruits to improve its ability to serve Bluffton's rapidly growing Hispanic-Latino population.

The Fire District has taken proactive steps to enhance safety within the Buck Island Simmonsville neighborhood by updating or installing new smoke alarms. Recognizing the vital role that these alarms play in safeguarding residents, it is crucial to update them as they expire after 10

years. For homes with gas appliances, carbon monoxide detectors are imperative as it is a colorless and odorless gas that may be a lethal threat, making early detection vital. In partnership with the Neighborhood Assistance Program and the American Red Cross, BTFD installed 45 new smoke alarms and two (2) new carbon monoxide detectors free of charge in 12 homes in 2023. At an Advisory Committee meeting, the BTFD representative suggested that both the fire and police departments could join together to check and install detectors, as well as place addresses on buildings to increase safety.

Also, during an Advisory Committee meeting, some members expressed concern with the distance of fire hydrants in relation to some existing homes. A hydrant cannot be farther than 1,000 feet of a new structure, with the ideal location no more than 500 feet. As new homes are established in the neighborhood, especially those along private drives setback from Buck Island and Simmonsville roads, the distance may be greater. The neighborhood has some instances of the separation approaching 800 feet. To reduce the distance, collaboration between BTFD and the Beaufort County Jasper Water and Sewer Authority (BJWSA) will be necessary and may include the Town of Bluffton, and private property owners when a utility easement is required to extend a water line. Improving access to water can reduce property insurance premiums.

Police Protection

The Buck Island – Simmonsville community is served by the Bluffton Police Department (BPD). As of 2022, the BPD had 56 sworn police officers, a number the Town seeks to increase to, among other reasons, assign officers to specific neighborhoods to build and enhance relationships with residents and business owners. At present, each shift has one assigned officer per district in the Town.

BPD responds to a variety of types of service calls, ranging from general disturbances, trespassing, to noise complaints, and health and welfare. The Police Department also responds to vehicle collisions, reckless driving, and hit and runs. Between the months of January and July of 2023, the majority of neighborhood calls received by BPD related to activated alarms, noise complaints, domestic incidents, and traffic enforcement.

Bluffton Police also experience similar issues as the Bluffton Township Fire Department with vehicular accessibility and road signage and addresses that may be lacking or not fully visible. The BPD seeks to partner with BTFD to install or reinstall signage and addresses, which could be accomplished during a campaign to check, update, or install smoke and carbon monoxide detectors.

In an effort to break down the language barrier with Spanish-speaking residents, the Town employs and actively recruits officers fluent in Spanish. Two native Spanish-speaking chaplains are

available as needed. Additionally, BPD has a "Hispanic Hotline" to allow residents to leave a voice message or request that a Spanish-speaking officer return the call. The telephone number for the Hispanic Hotline is 843-706-7806.

During Advisory Committee discussion with the Police Chief, members expressed a desire to strengthen community relations with the department. As is common in other communities, staffing issues are hindering some efforts. To assist the BPD, the establishment of a neighborhood advisory group dedicated to aid in addressing neighborhood-specific concerns was mentioned. While somewhat similar to a "Neighborhood Watch," members suggested another name to avoid the negative connotation that may be associated with the word "watch." Community members can also engage with BPD by enrolling in its Citizens Police Academy. This 8-week, free program gives residents an opportunity to learn more about how the police department functions. The Academy covers topics such as the history of the department, traffic enforcement, radar operation, evidence collection, fingerprint recovery, defensive tactics, and firearms.

Advisory Committee members share their thoughts and concerns with Bluffton Police Chief Joseph Babkiewicz and Bluffton Township Fire Marshal Dan Wiltse.

Advisory Committee members also suggested that an event was needed to bring neighbors and the department together for fun and fellowship. Too often difficult or tragic circumstances may be the only interaction some communities have with their police department. In response, BPD planned the first Night of Unity event to engage residents and faith-based institutions to come together for an early evening of music, food, and comradery. This event was canceled in September, 2023 due to inclement weather and was held in January, 2024. BPD will have additional events for the community as resources allow.

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ACTION PLAN

ACTION PLAN

The Action Plan includes strategies that can considered to be undertaken to achieve the objectives that were identified in the development of this Plan Update. Responsible Town departments, potential partners and a suggested timeline for completion are included. The identified strategies are not listed in any particular order.

The acceptance or adoption of the *Neighborhood Plan Update* is not a guarantee or a commitment of Town resources, and Town Council may opt to re-prioritize strategies based on resources and current needs. Some or all of the identified action items and strategies, depending on their nature, will be considered by Town Council during the annual strategic planning process in which projects for the upcoming fiscal year are identified, prioritized and a budget established. It may be possible that additional strategies for the area may be identified after adoption of this plan update.

Abbreviations used to identify the various partners are as follows:

TOB = Town of Bluffton

GM = Town of Bluffton Growth Management Department

PIO = Town of Bluffton Public Information Office

SCDOT = South Carolina Department of Transportation

BJWSA = Beaufort Jasper Water Sewer Authority

COMMUNITY INVOLVEMENT & IDENTITY

#	Strategy	Team	Timeline
1	Hold at least two community meetings per year and post signs in both English and Spanish.	TOB – Multiple Depts; Residents	1st meeting, March 2024; second, TBD.
2	Develop a logo for the community to help graphically express its identity.	TOB-GM and PIO; Residents	As desired by residents
3	Assist residents with the creation of a neighborhood association and provide support, as able, once established.	Residents; TOB – GM and Other Depts	As desired by residents
4	Include more information about the community on the Town of Bluffton's Buck Island-Simmonsville webpage, including upcoming community events.	Residents; TOB – GM and Other Depts	June, 2024
5	Pursue engagement with Hispanic residents with the assistance of Hispanic community leaders and advocates to encourage participation in the community.	Residents; Hispanic Community Advocates; TOB	December, 2024
6	Strengthen relationships with faith-based institutions to promote Town programs to assist residents.	Places of Worship; TOB – Multiple Depts	Ongoing
7	Incorporate art into the community on both public and private property.	Residents; Businesses; Utilities; TOB-Public Art Committee;	April, 2025
8	Explore the creation of a task force to recognize, document, preserve and further native resident culture and needs.	Residents TOB	As desired by residents

LAND USE & ZONING

#	Strategy	Responsibility	Timeline
1	Identify ways in which flexibility in zoning could assist residents to earn income from their property.	TOB-GM Residents	Ongoing
2	Explore the possibility of rezoning two residentially-zoned properties with long-time commercial non-conforming uses on Buck Island Road to an appropriate commercial zoning district.	TOB-GM Property Owners	December, 2024
3	Explore the potential to purchase land and develop a community park.	TOB-Multiple Depts	Purchased by Town in March 2024
4	Evaluate if existing development standards in the community are appropriate for its character, such as maximum building height and minimum building setbacks, and determine if revisions may be in order.	TOB-GM	February, 2025
5	Provide regulations for home occupation use, such as permitted activities, limitation of employees and hours of operation.	TOB-GM	August, 2024
6	Explore the possibility of requiring some level of design review for non-residential and multi-family development, and possibly some minimal requirements for manufactured homes, such as site placement and skirting.	TOB-GM	February, 2025

HOUSING

#	Strategy	Responsibility	Timeline
1	Explore how to better promote and possibly expand the Town's Neighborhood Assistance Program to assist income-qualifying residents with certain home repairs and maintenance.	TOB-GM TOB-Affordable Housing Committee Community Partners	Ongoing
2	Help guide residents who do not have clear title to their property to obtain legal assistance.	BIS Residents TOB – Growth Management Center for Heirs' Property Preservation	Ongoing
3	Identify how affordable housing can be developed and maintained in the community.	TOB – Growth Management	Ongoing
4	Continue to improve efforts to cite illegal placement of manufactured homes and recreational vehicles.	TOB-Growth Management TOB-Police Department (Code Enforcement)	Ongoing
5	Review the Town's policy to allow multiple manufactured homes per acre without subdivision of land when part of a family compound to avoid the possibility of de facto manufactured home parks.	TOB-Growth Management	December, 2024

TRANSPORTATION & MOBILITY

#	Strategy	Responsibility	Timeline
1	Ensure that private driveways to homes are readily accessible to first responders.	Residents; TOB-Multiple Depts; Bluffton Township Fire District	December, 2024
2	Explore the potential to develop bus stop locations and bus shelters in the area	TOB-Growth Management; Bluffton Breeze	March, 2025
3	Determine if a continuous sidewalk connection from Buck Island Road to May River Road is feasbile and explore the possibility of additional gateway elements into the neighborhood, such as lighting, street trees and benches.	TOB-Projects	April, 2025
4	Improve street signage at intersection of Buck Island Road and Simmonsville Road.	TOB-Growth Management; Beaufort County	September, 2024

PUBLIC INFRASTRUCTURE

#	Strategy	Responsibility	Timeline
1	Complete installation of pedestrian lighting on Simmonsville Road. (Phase 5, 6)	TOB - Projects	COMPLETED
2	Complete construction of sidewalk on eastside of Simmonsville Road. (Phase 6)	TOB - Projects	COMPLETED
3	Continue regular maintenance of ditches to avoid overgrowth and flooding.	Beaufort County; SCDOT; TOB – Public Works	Ongoing
4	Install a pedestrian safety barrier to the existing boardwalk on Buck Island Road.	TOB – Projects	COMPLETED
5	Consult with Beaufort-Jasper Water and Sewer Authority (BJWSA) and Bluffton Township Fire District to install fire hydrants in areas that are more than a 1,000-feet from the closest hydrant.	BJWSA; Bluffton Township Fire District; Beaufort County; TOB - Projects	Ongoing
6	Explore whether LED lighting is possible along Buck Island and Simmonsville roads to improve lighting levels.	BJWSA; Bluffton Township Fire District; TOB - Projects; Dominion and Palmetto Electric	Ongoing
7	Work to connect remaining homes with septic systems to public sewer to avoid potential watershed contamination.	BIS Residents; TOB - Projects	Ongoing
8	Conduct a comprehensive stormwater assessment for potential drainage improvements.	TOB – Projects; Community Partners	Underway

PUBLIC SERVICES

#	Strategy	Responsibility	Timeline
1	Plan an event for Bluffton Township Fire District (BTFD) and Bluffton Police personnel to install/ update smoke and carbon monoxide detectors and install addresses on homes and businesses that are visible.	Bluffton Township Fire District; TOB - Police; TOB – Growth Management	Ongoing
2	Verify if previously installed road markers for private driveways remain in place; erect new markers where necessary.	TOB – Growth Management; TOB – Public Works; Residents	September, 2024
3	Re-establish a program similar to "Neighborhood Watch" with a revised name.	Residents; TOB - Police	As determined by residents
4	Establish a schedule to place a speed trailer on Buck Island and Simmonsville roads. Coordinate with SCDOT to consider other traffic calming methods to slow motorists.	SCDOT; TOB - Police	Ongoing
5	Plan at least one "fun day" neighborhood event with the Police Department and residents.	TOB – Police; Residents ; Houses of Faith	"Night of Unity" held January 11, 2024
6	Identify ways in which additional police presence can be provided in the neighborhood.	TOB - Police; TOB – Multiple Depts; Residents	December, 2024
7	Coordinate with IT/GIS Addressing department to determine if Google Maps can be updated to include missing road names in the community.	TOB – Growth Management	COMPLETED

NOTES

APPENDIX

Maps

Map 1: Location / Vicinity p. 11

Map 2: Neighborhood Plan Area p. 12

Map 3: Aerial Photography 2023 p. 13

Map 4: 2005 Annexation Area: p. 17

Map 5: Census Blocks: p. 21

Map 6: Existing Land Use: p. 32

Map 7: Future Land Use: p. 36

Map 8: Zoning: p. 38

Figures

Figure 1: Town of Bluffton Population 2020 thru 2022, p. 23

Figure 2: Residents by Race, p. 24

Figure 3: Hispanic Residents, p. 25

Figure 4: Income and Housing Spectrum, p. 46

Figure 5: 2023 Beaufort County Area Median Income Limits, p. 46

Tables

Table 1: Neighborhood Demographics, p. 22

Table 2: Residents by Gender and Age p. 24

Table 3: Future Land Use by Category, p. 34

Table 4: Future Land Use Categories and Intent, p. 37

Table 5: Zoning District Categories and Descriptions, p. 39

Table 6: Permitted Housing Types by Zoning District, p. 42

Table 7: Status of Selected Road Surfaces, Ownership and Maintenance Responsibility, p. 51

Table 8: BTFD Neighborhood Service Calls (2019 thru March, 2023), p. 57

Footnotes

1. Green family members. Interview, Conducted by Rachel Bragg, 9 March, 2019..
2. Kitty, Renty. Interview, Conducted by Rachel Bragg, 9 March, 2019.
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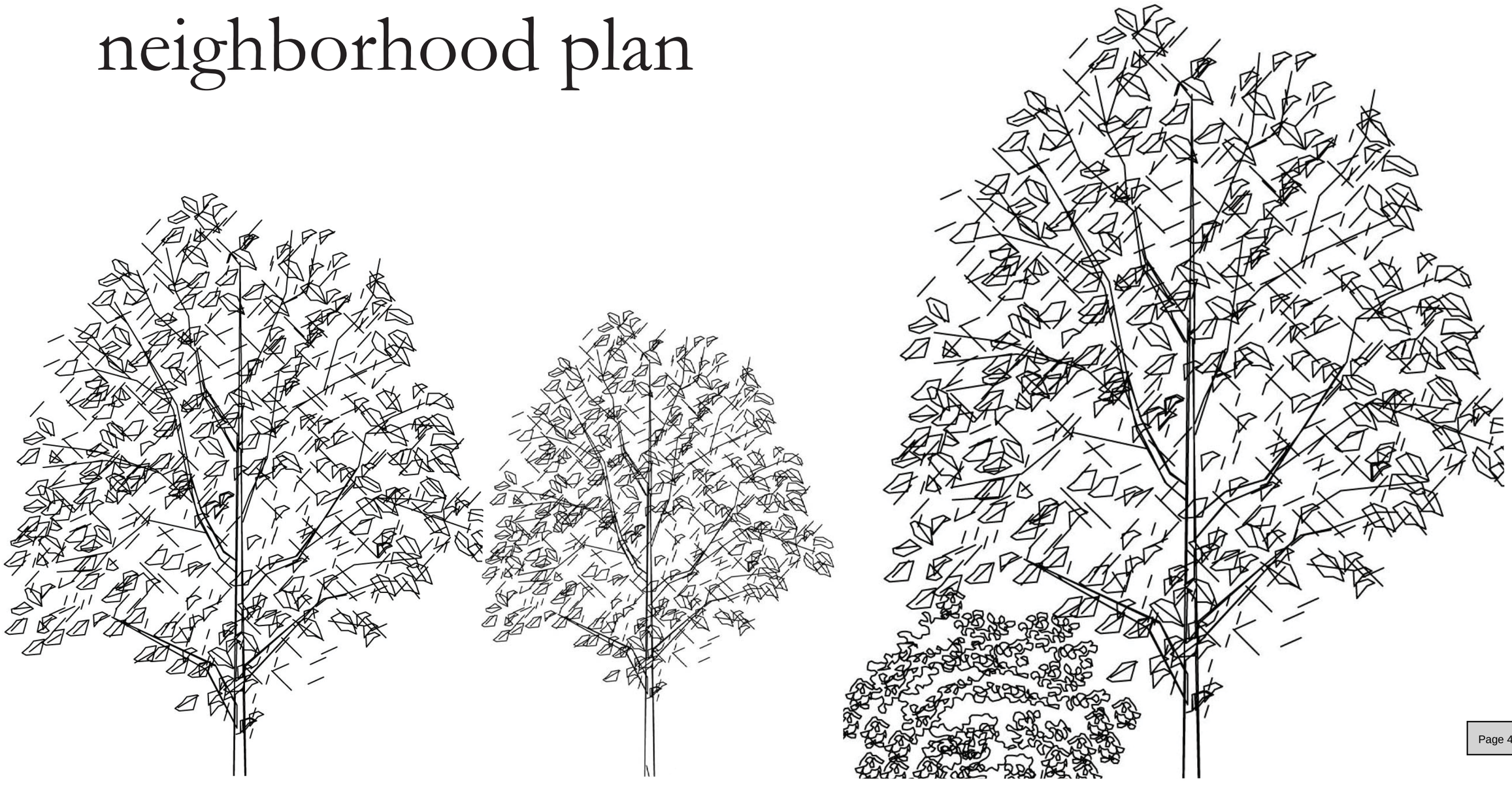
buck island simmonsville
neighborhood plan



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Lisa Sulka, Mayor Pro Tem
Fred Hamilton
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table of contents

4 **preface**
- impetus
- guiding principle
- purpose

6 **the process**
- public workshops
- advisory group

8 **the neighborhood**
- background and study area context
- demographics
- community inventory

14 **chapter 1: community identity and neighborhood involvement**

17 **chapter 2: natural resources**

24 **chapter 3: planning, zoning, and development**
- planning and zoning
- recent development
- future land use

35 **chapter 4: parks and recreation**

37 **chapter 5: community development**

41 **chapter 6: public utilities and infrastructure**
- water and sewer
- stormwater

44 **chapter 7: traffic and transportation**
- streets & circulation
- unimproved streets
- traffic volumes
- planned roadway improvements
- sidewalks & pathways
- public transit

55 **chapter 8: public safety**
- police
- fire

58 **chapter 9: implementation schedule and budget**

appendices
- participants
- time line
- maps

preface

The Town of Bluffton's Planning & Community Development, in partnership with the Buck Island Simmonsville Neighborhood, is focused on developing a neighborhood plan in response to recommendations provided in the Town of Bluffton's Comprehensive Plan and the community's concern for future conditions of their neighborhood.

While the Town of Bluffton has dramatically increased in size, population, and development in the last decade, the Buck Island Simmonsville (BIS) Neighborhood has remained relatively constant. Recent changes and pending current development loom heavily on the neighborhood, leading the area residents to feel substantial development pressures.

The community's primary goals are to maintain and enhance the stability and security of its residential neighborhood and protect its residential character from commercial encroachment and other nonconforming land uses. Residents fear that the future middle school will have a negative impact on their neighborhood by adding to the recent traffic increases even more. In addition, recent criminal activity in the neighborhood has heightened residents' anxiety about their personal safety. There is a concern from residents that additional commercial development will attract more unlawful behavior.

Figure 1: The Buck Island Simmonsville Neighborhood has an abundance of natural resources.

purpose of the plan

Neighborhood planning is a critical tool for guiding the vision of the Comprehensive Plan into a reality. While the Comprehensive Plan establishes a definitive course of growth of the Town as a whole, Neighborhood Plans specify in greater detail how each district of the Town is to accomplish those Town-wide goals. Indeed, much of the vision of the Neighborhood Plan is derived from the Comprehensive Plan.

the vision statements for the comprehensive plan provided guidance throughout this process:

- We acknowledge and accept our diverse population and strive to offer a high quality of life for all residents, visitors, and workers.
- We strive to maintain our sense of community, diversity, and individuality by preserving our cultural resources.
- We will inventory and protect critical resources in a manner which sustains the vitality, function, and beauty of Bluffton's natural heritage.
- We will work to ensure that every resident has decent, safe, and affordable housing.
- We strive to create a vital, diverse, and sustainable local economy that enhances Bluffton's community resources: human, natural, cultural, and economic.
- We share a commitment to provide efficient and reliable facilities and services for the residents and visitors of the Town of Bluffton.
- We will plan for a balance of land uses that ensure a high quality of life, business opportunity, environmentally protected areas, and proper placement of residential uses.
- We will plan an efficient, adequate, and safe transportation network for all users, including motorists, cyclists, and pedestrians.
- We share a commitment with our neighboring jurisdictions and agencies to work together to plan and construct the public infrastructure needed by the residents of the Town of Bluffton and Beaufort County.

Since conditions within the Buck Island Simmonsville (BIS) Neighborhood could change and thus alter the premise for the various recommendations, it is important to review this plan periodically. The recommendations and action strategies listed in this document are designed for a five to seven-year time period. However, planning is a continuous process and the plan is merely a framework from which to build. It is anticipated that necessary changes will be addressed by adjusting the Neighborhood Plan during future updates. Revisions of the plan should be conducted biannually.

The recommendations in this Neighborhood Plan are primarily intended to preserve and enhance the quality of life in the Neighborhood. The desire is to limit commercial impact, promote quality land use, and enhance the safety of the Neighborhood for all residents.

In conjunction with the Comprehensive Plan, the BIS Neighborhood Plan serves as a long-term, comprehensive policy guide for the development of the BIS neighborhood. The BIS Neighborhood Plan is a vision statement of how the community would like to see its neighborhood in the future. It will serve to:

- Enable the Town Council and Planning Commission to establish long-range development policies.
- Provide a basis for judging whether specific development proposals and public projects are in harmony with these policies.
- Guide public agencies and private developers in designing and funding projects that are consistent with Town policies.
- Provide a realistic and fiscally responsible direction for future change in the BIS community.
- Define the generic parameters for zoning ordinance amendments.
- Revitalize BIS by assisting current and future residents and other stakeholders to create a diverse, mixed-income residential neighborhood with peripheral commercial development at the southern boundary.
- Serve as an official, publicly adopted guide to public and private investment in the Neighborhood over the next decade.
- Demonstrate that a high level of consensus has been achieved in major policy areas.
- Clearly pronounce the collective desires of the BIS stakeholders concerning quality of life issues affecting the community in the short and long term futures.
- Encourage existing and potential partners to make BIS a more caring and cohesive neighborhood of stakeholders sharing a common goal.
- Demonstrate the need for community development activities and programs.

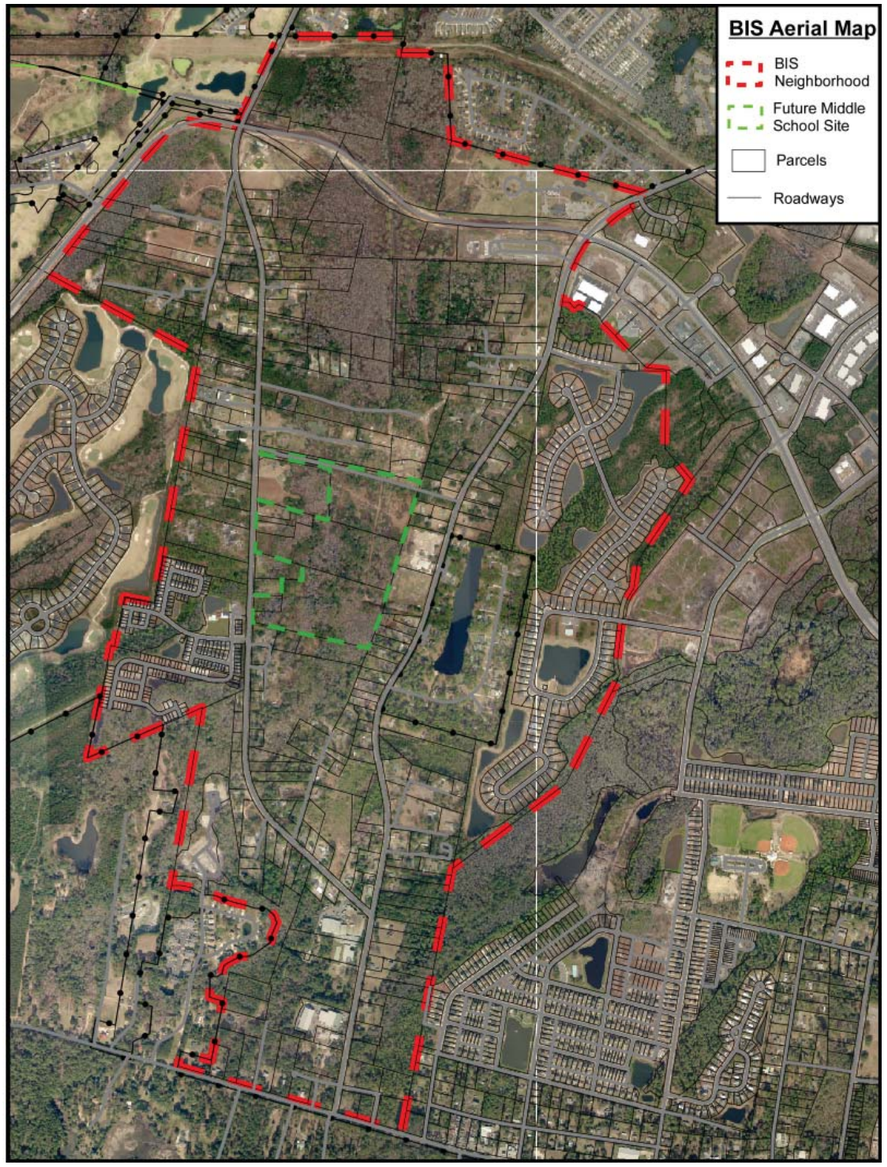


Figure 2: Aerial of the BIS study area.

process

The Buck Island Simmonsville (BIS) Neighborhood planning effort is one of two recommended community planning efforts made through the Town's Comprehensive Plan that was adopted in September 2007. This planning effort is also a result of an overwhelming amount of community concern for existing and future conditions within the Neighborhood.

The effort represents a partnership of interested property owners, community members, merchants, developers, Town staff, local elected officials, county and state agencies, and non-profit organizations.

The BIS Neighborhood Plan was developed during interactive public workshops and a charrette process spanning over seven months. The purpose of the public workshops and charrettes was to provide a forum for residents and community stakeholders to describe their vision for the future of the Buck Island Simmonsville Neighborhood. Prior to the start of the planning process Town staff met with the local ministerial group, Town Council, Planning Commission, and community leaders to discuss the planning process and its goals.

Plan recommendations were developed with input from the public workshops, advisory group meetings, elected officials, and Town staff. Identified topic areas were:

- Community Identity and Neighborhood Involvement
- Natural Resources
- Community Development
- Planning, Zoning, and Development
- Parks and Recreation
- Public Utilities and Infrastructure
- Public Safety

advisory group

An advisory group was formed as a part of the neighborhood planning process. The advisory group was made up of a combination of residents living in the neighborhood, elected officials, local business leaders, and pastoral leadership within the community.

The advisory group, which met in between the larger public meetings, served two primary roles. The first was to assist Town staff in further identifying community issues and opportunities. The second was to help develop the vision, goals, and objectives of the plan.

The group assisted Town staff in prioritizing major issues in the Buck Island Simmonsville Neighborhood. These priorities were derived from workshop conversations, community survey results, and other plan-related discussions. These priorities, as identified by the advisory group, are listed in the appendix in bold.

Figure 3: Public meetings are critical for obtaining feedback from residents.

public workshops

The planning process was designed as a collaborative and interactive endeavor. A survey was sent to property owners in the study area to gauge neighborhood satisfaction and determine priority issues to examine through the planning process. The survey results, as well as results of the kick-off meeting, helped form the agendas for the workshop meetings.

Subsequently, a series of charrettes brought decision makers and members of the community together to help shape the direction of the Buck Island Simmonsville Neighborhood Plan. The charrettes brought out issues, opportunities, alternatives, and solutions for current and future planning initiatives. Results of the survey and meetings can be found in .

kick-off meeting

The planning process began with a kick-off meeting held on June 2, 2008 at Town Hall, where over 70 property owners, stakeholders, and Town officials were in attendance. The meeting format included the introduction of staff, an overview of the existing condition data collected, and an interactive visioning exercise. Part one of the exercise consisted of a series of questions of likes and dislikes within the community as well as things the community would like to see changed. Part two of the exercise allowed participants to rank their likes, dislikes, and recommended improvements according to priority.

public workshop I

On June 16, 2008, Public Workshop I was held at the Oscar Frazier Rotary Community Center. The workshop format was in the form of a charrette. Using large scale maps participants worked in four groups:

- land use and zoning
- traffic and transportation
- housing
- community identity

public workshops II-IV

On July 14, August 4, and August 25, 2008 speakers from the Town, County, and State spoke to the community on special projects within the community and about concerns of the community. Speakers for these three workshops included the following Town agencies: Environmental Protection Division, Engineering Department, and Construction & Compliance Division. Other speakers included Beaufort County Transportation and Traffic Engineering, South Carolina Department of Transportation, the Bluffton Township Fire District, and Beaufort County School District. Topics such as road improvements, pathways, fire safety, police programs, and building codes were discussed at these sessions. These meetings were set up as forums where the speakers provided short background summaries of current projects/activities, followed by a question and answer session.

Figure 4: Multiple public meetings, involving local community members, helped guide the planning process.

the neighborhood

background and study area context

The Buck Island Simmonsville (BIS) Neighborhood is located within a mile of Old Town Bluffton. Residents of the neighborhood petitioned the Town of Bluffton for annexation and a special election was held on October 26, 2005. A majority of registered voters voted in favor of the proposed annexation and on December 29, 2005, approximately 500 parcels were annexed into the Town of Bluffton. **See Figure 6 for the annexation area.**

According to the 2000 census, approximately 1,817 people reside within the BIS annexation area. (Note the annexation area is larger than the BIS study area.)

A strong sense of community exists within the Neighborhood; however, the community's identity is not as easily recognized by Greater Bluffton as it is in the Neighborhood. The majority of the study area's population consists of long-time area residents who are descendants of original property owners. Because of this, the area is characterized by a tight-knit community comprised of large family property lands.

Despite large scale development pressures and outward growth from the Town of Bluffton and southern Beaufort County, the BIS Neighborhood has largely been able to maintain its unique neighborhood characteristics.

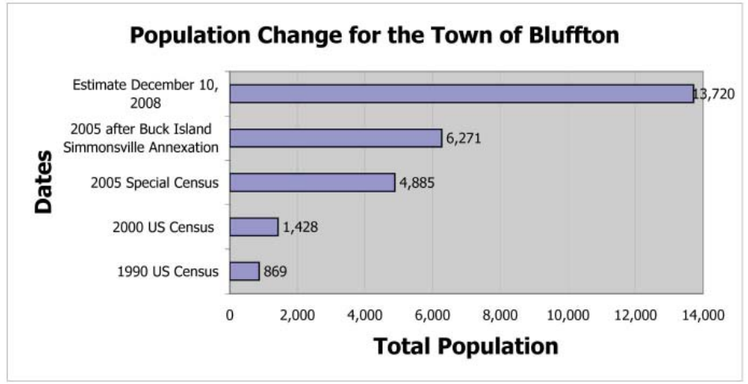


Figure 5: Town Population Projection.

While the majority of the study area is zoned General Residential, there are several large tracts of land suitable for development and some property owners are interested in re-zoning their properties to increase their value and land use options. These outside development pressures threaten to undermine and change the BIS Neighborhood's community identity.

The introduction of the Bluffton Parkway through the northern portion of the BIS Neighborhood has also contributed to these pressures, as these frontage properties are much more attractive to developers due to increased accessibility, high traffic volumes, and the creation of major intersections at Buck Island Road and Simmonsville Road. In response to this growing concern for a potential loss of community identity within the BIS Neighborhood, it has been determined that a comprehensive neighborhood plan must be devised in order to aid in guiding future decisions as they pertain to the BIS Neighborhood.

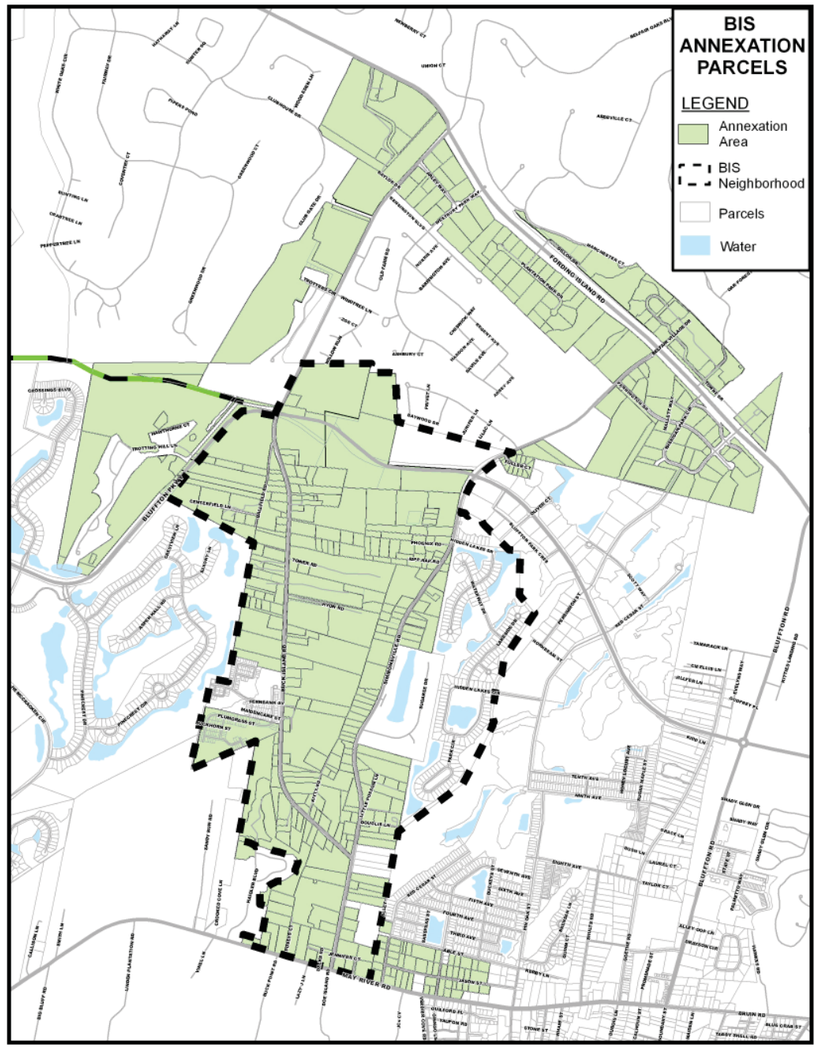


Figure 6: 2005 BIS annexation area.

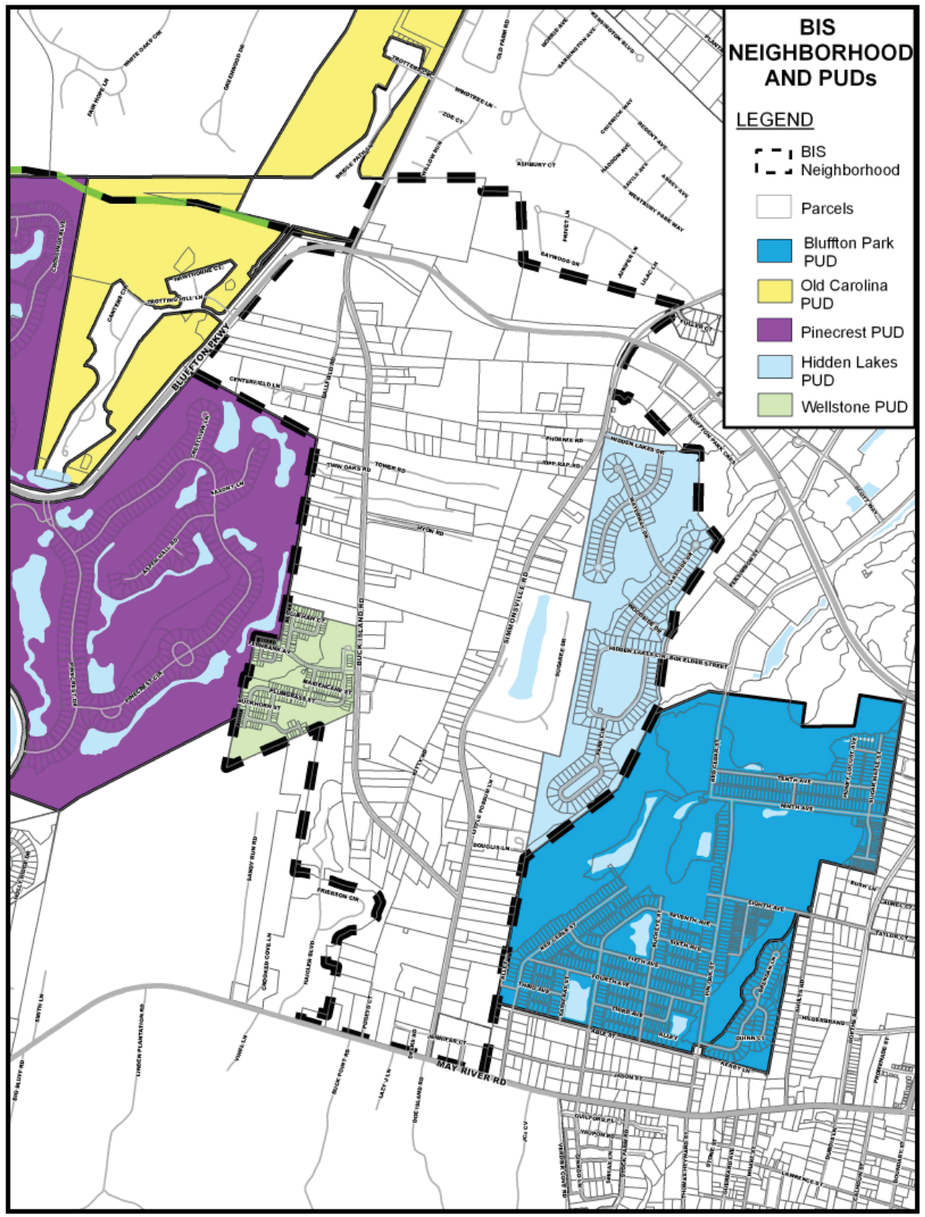


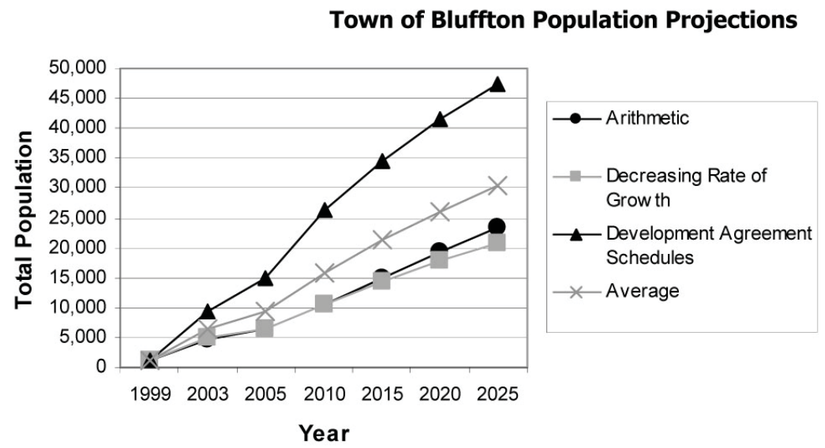
Figure 7: BIS Neighborhood study area and adjacent PUDs.

For the purpose of the neighborhood planning effort, the study area includes only 855 acres of the original annexation area. The BIS Neighborhood boundaries are roughly those properties on or within the Bluffton Parkway to the north, Simmonsville Road to the East, May River Road to the south, and Buck Island Road to the west.

The study area includes all the property that was zoned something other than PUD upon annexation, with the exception of the Sheridan Park commercial center on 278.

The residential communities of Hidden Lakes, Windy Lakes, Vista View Phase III, and Wellstone are also located within the community; however, for the intent of this neighborhood plan, specific recommendations for these areas are not emphasized herein. **See Figure 7 for the study area and adjacent residential PUD communities.**

Population projections from development agreement schedules estimate a Town of Bluffton "build-out" population of 47,310 by 2025, **as shown in Figure 8**.



Source: Town of Bluffton Planning and Growth Management Department

Figure 8: Town Population Projection through 2025.

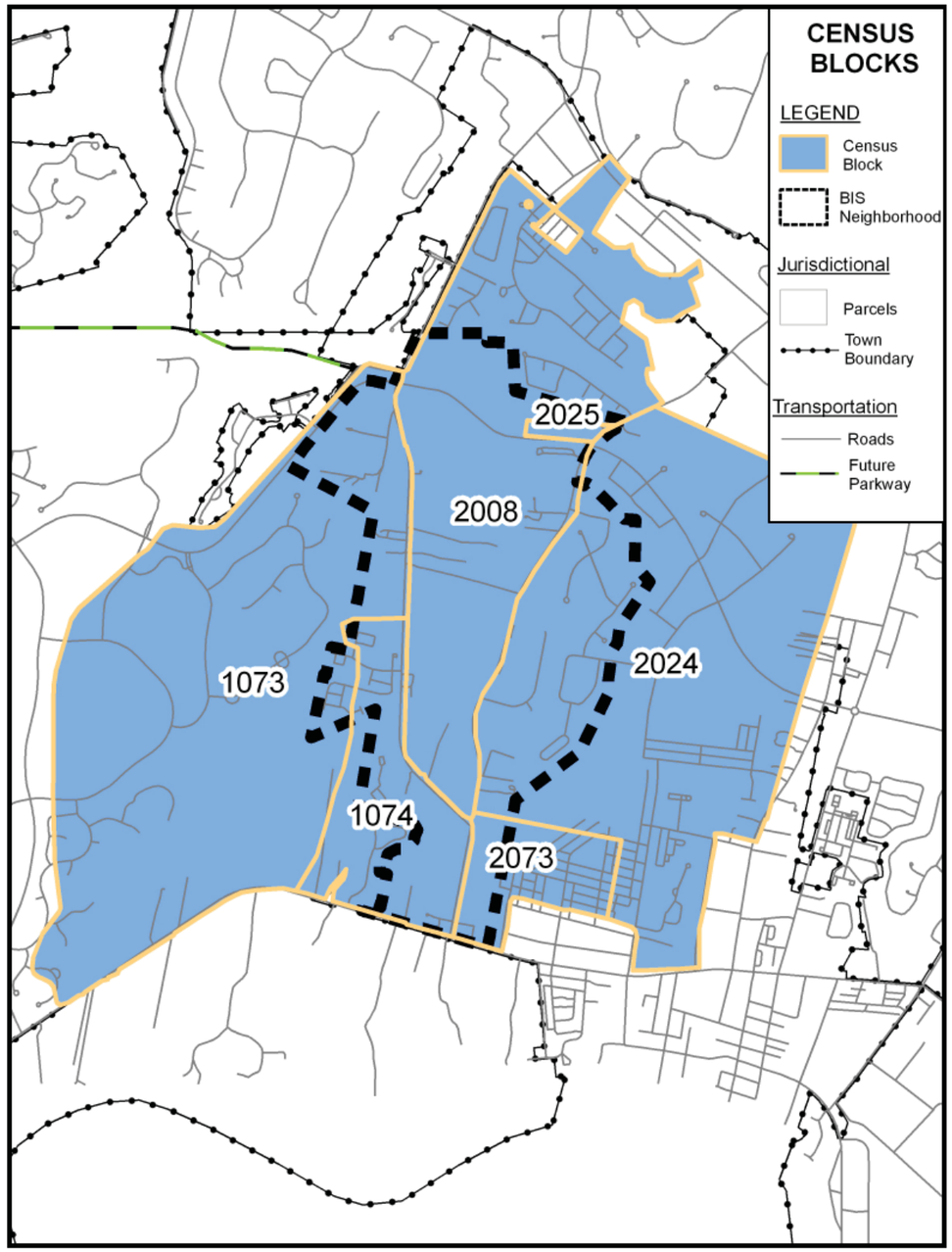


Figure 9: US Census Blocks that comprise the BIS study area.

demographics

The Census data provides good insight about the people and households in the Buck Island Simmonsville Neighborhood. However, the data does not provide an exact match for the Neighborhood, as the Census Blocks include some of the surrounding areas, as well.

According to the 2000 Census, the BIS annexation area has approximately 1,817 residents with a median age of 28.5 years. The population is approximately 53.5 percent non-white, which is much higher than the Town average of 36.8 percent non-white.

The Census information was gathered from the 2000 Census and from the following blocks:

Census Tract: 21
Block Group: 1, 2
Block: 1073, 1074, 2008, 2024, 2025, 2073

Figure 9 shows the BIS Census Blocks.

The 2000 Census also lists 614 households in the area, of which, 25 are vacant and 589 are occupied. Of the 589 occupied households, 444 are owner occupied and 145 are renter occupied. **See Figure 10 for the summary results.**

Census data also shows that the average household size for the area is 2.98 persons, while the average family size is 3.4 persons.

By comparison, these are higher than the figures for the Town of Bluffton as a whole, which averages 2.74 persons per household with an average family size of 3.16.

2000 CENSUS DATA FOR BIS	
Total Population	1,817
White	934
Black	774
Other	109
Ethnicity- Latino	212
Male	887
Female	930
Average Age	28.5
Total Households	589
Families	463
Average Family size	3.4
Housing Units Total	614
Housing Units Occupied	589
Housing Units Vacant	25
Owner Occupied	444
Renter Occupied	145

Figure 10: Results from the 2000 Census.

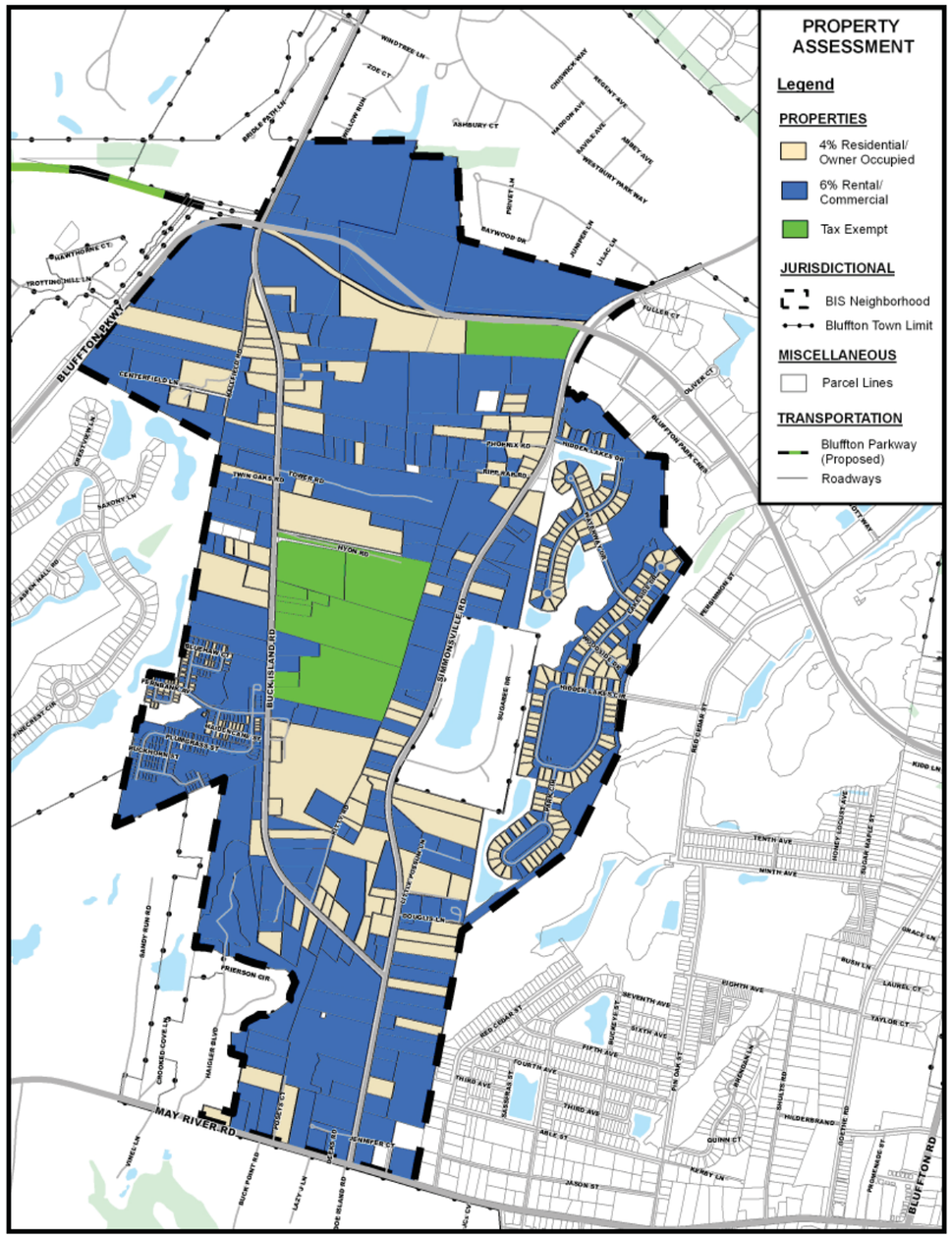


Figure 11: Map of Owner Occupied and Rental Occupied Properties.

According to the Beaufort County Assessor's Office, 33% of the BIS Neighborhood is owner-occupied residential property. **See Figure 11**.

2007 tax assessor's data shows that the 636 properties paid a total of $118,010.48. Of those 636 properties, 608 properties (95.6%) were listed as residential and 28 properties (4.4%) were classified as commercial. The 2007 property taxes from residential properties in the BIS Neighborhood were $86,425.76. The taxes collected by the Town of Bluffton in 2007 from the commercial properties in the Neighborhood were $31,584.72.

There are 34 licensed businesses in the Buck Island Simmonsville Neighborhood, employing more than 450 people. The two largest employers are RSI and Year-Round Pool. Together they employ over 270 employees in the BIS Neighborhood. The majority of neighborhood businesses are operated out of homes. Over 70% of the businesses throughout BIS employ only one or two people.

In 2008, the Town of Bluffton and Lowcountry Council of Governments conducted a Local Income Survey to determine grant eligibility for installation of a new sanitary sewer system. The survey gathered information on the size, economic status, and eligibility of each household for free sewer hookups, as well.

The survey was given to residents along Buck Island Road, south of the Bluffton Parkway, and to residents on secondary roads off of Buck Island.

The survey results found that the majority of people benefitting from the upcoming sewer project are in the low-to-moderate income limits (less than 80% AMI), thus allowing the Town to apply for the federal grant for this project.

Survey results included:
Two hundred and sixty (260) respondents;

- Two hundred and twenty-four (224) of the respondents earn less than 80% of the Area Median Income (AMI) for Beaufort County, SC.

Of those two hundred twenty-four (224) respondents:

- Sixty-nine (69) respondents fall within the Low Income Limits (between 50% & 80% of AMI);
- Seventy-six (76) respondents fall within the Very Low Income Limits (between 30% & 50% of AMI);
- Seventy-nine (79) respondents fall within the Extremely Low Income Limits (less than 30% of AMI).

See Figure 12 for HUD's income limits in Beaufort County.

INCOME LIMITS IN BEAUFORT COUNTY, SC
(from the US Department of Housing and Urban Development)

Area Median Income (AMI)	FY 2008 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
$61,500	Low Income Limits (50%-80%)	$35,300	$40,300	$45,350	$50,400	$54,450	$58,450	$62,500	$66,550
	Very Low Income Limits (30%-50%)	$22,050	$25,200	$28,350	$31,500	$34,000	$36,550	$39,050	$41,600
	Extremely Low Income Limits (less than 30%)	$13,250	$15,100	$17,000	$18,900	$20,400	$21,900	$23,450	$24,950

Figure 12: US Department of Housing and Urban Development income limits.

Figure 13: Occupied structures next to abandoned structures.

Figure 14: A manufactured home park in the BIS Neighborhood.

Figure 15: Overgrown lots and abandoned structures were commonly found during the community inventory.

community inventory

A community inventory was performed in the months of February and March 2008, gathering information on all areas in the Town of Bluffton not currently located in a Planned Unit Development (PUD). Over 300 residences were surveyed.

The purpose of the inventory was to verify addresses for the 2010 local census update. In addition, Town staff was able to use the opportunity to gather other data while out in the field.

Field observations, as well as data gathered through the community inventory, show substandard housing, environmental issues, and inadequate infrastructure around and within the Buck Island Simmonsville Neighborhood.

Manufactured housing is the most common type of residential unit within the area, occupying over 46% of the properties. Manufactured housing is not viewed as appropriate affordable housing by federal or state standards due to the fact that they lose value very quickly. In addition, manufactured housing is not built to withstand the extreme weather conditions that Bluffton faces from hurricanes, tornadoes, and floods. **See Figures 17 and 18 for the types of structures in the Neighborhood and the year in which they were constructed.**

Of the 146 manufactured houses in the subject area, 17 were either in fair or unsafe condition and 11 of those are believed to be currently occupied. There were a total of 90 single family detached homes inventoried.

Not all properties were accessible during the community inventory and thus may be missing from the community inventory data.

Some of the properties were inaccessible because they are located on private property and because of trespassing regulations. Others were impassible due to roads being blocked by debris or rough terrain.

Between February 2006 and October 2008, the Town of Bluffton issued 18 building permits in the Neighborhood. Eleven of these building permits were for manufactured homes. The others included a demolition permit and miscellaneous repair permits.

More than 40 properties in the BIS Neighborhood were found to be overgrown and/or to contain substantial yard debris or bulk trash. Thirty of these properties were residential.

Drainage problems were also found during the community inventory, with 56 properties experiencing some level of standing water. Problems such as inadequately maintained roadside and property line ditches and dilapidated or failing culverts have been observed within the BIS Neighborhood. These problems cause flooding on both roadways and property, and increase the likelihood for pollution to enter wetlands and watersheds.

There is a need for public infrastructure investment and a strict schedule for maintenance of this infrastructure to help alleviate many of these drainage issues.

Figure 16: Drainage problems are frequent in the Neighborhood.

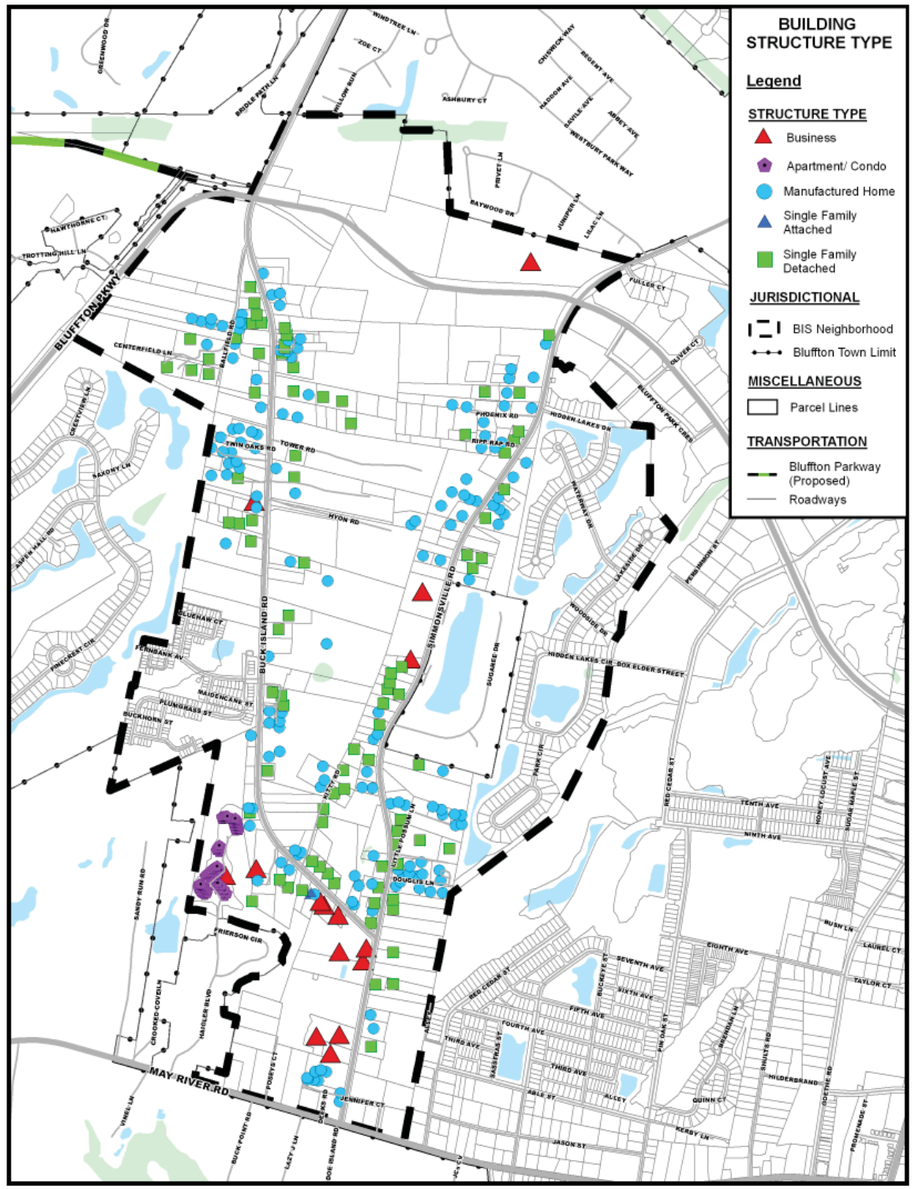


Figure 17: A variety of building structures exist in the community.

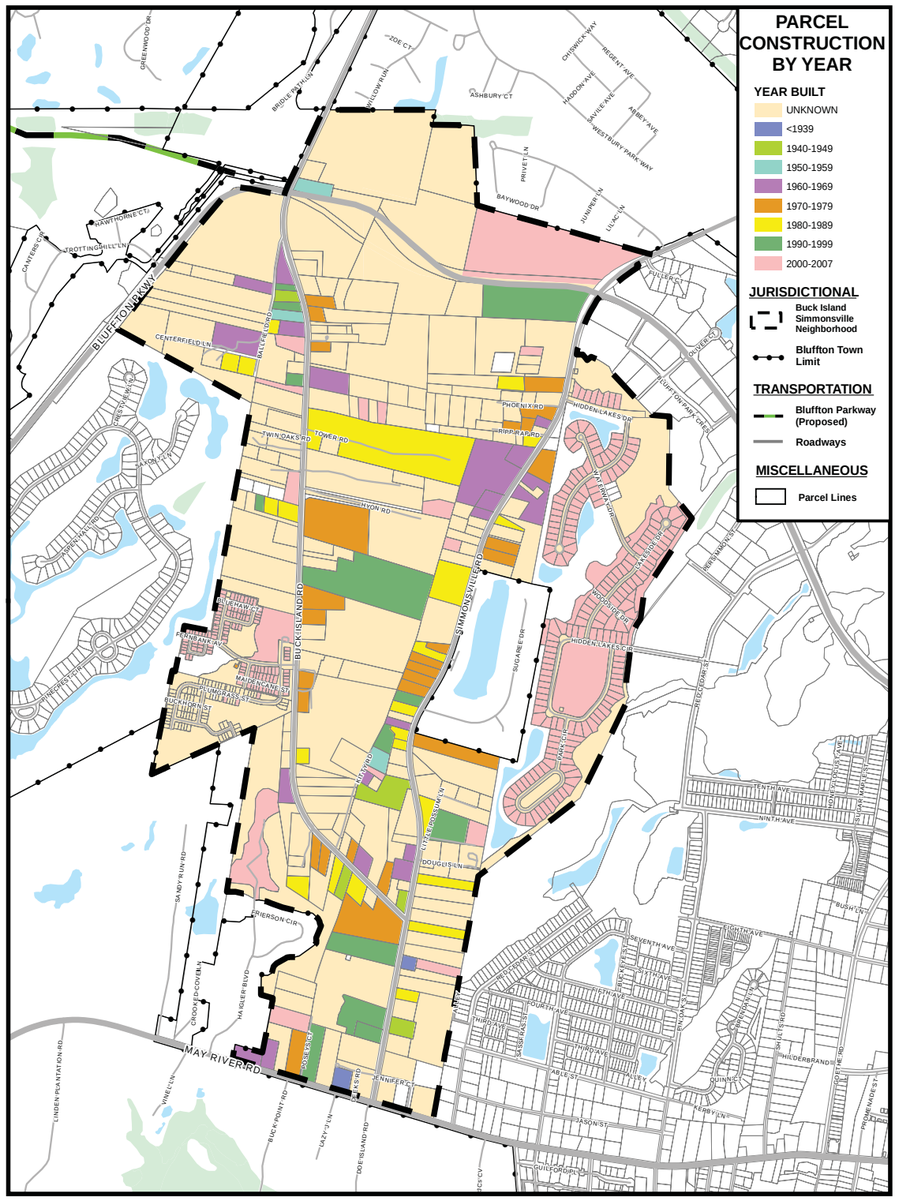


Figure 18: Year of construction by parcel.

chapter 1: community identity & neighborhood involvement

Figures 19 and 20: A well-designed gateway element can help brand the BIS Neighborhood to the greater Bluffton community.

The future of the Town of Bluffton depends largely on having healthy and vibrant neighborhoods. Creating a sense of community begins with resident initiative and participation. Stakeholders must be engaged in the planning and implementation process. The community must encourage cooperative efforts between the public and private entities responsible for implementing plan recommendations.

The more recent subdivisions and planned communities that surround the BIS Neighborhood have an inherent identity through their establishments as planned communities. The ancillary property owners associations and branding identity further reinforce these legally defined neighborhoods.

The BIS Neighborhood suffers from a lack of a visible identity. For example, the community does not have a defined entry with a gate house and sign. There is no public amenity or destination within the neighborhood with which it can be associated. There is no consistent architectural theme or historic period to unify the community. Finally, there is no property owners association to help unite and represent the BIS Neighborhood to the Town, County, general public, or residents

The BIS Neighborhood would benefit from an inclusive neighborhood organization for communication by all property owners and residents. This could start by expanding the existing Neighborhood Association.

A neighborhood organization is an officially recognized organization for a specific geographic location in which every resident and business within the neighborhood is a voting member. Neighborhood organizations work to reflect the issues and concerns of its members. Neighborhood organizations also have the legal standing to represent the neighborhood to the Town on a variety of issues including land-use and zoning, traffic, parks, and other issues that directly affect a neighborhood's livability.

The Town Council is committed to ensuring that this community-based energy and interest is used productively in municipal decision-making. This is especially important in land-use planning. The Town works with the neighborhood organizations to encourage early participation in the public review process, an open dialogue between applicants and neighborhoods, and improving communications between the development community, citizens, and Town government. This forum would provide the ideal setting to ensure the BIS Neighborhood Plan is properly implemented.

A neighborhood watch program would also help unite residents by working with law enforcement to keep a trained eye and ear on their community. The program teaches citizens how to help themselves by identifying and reporting suspicious activity in their neighborhood. The social interaction and "watching out for each other" camaraderie tends to strengthen communities and is at the heart of most successful neighborhood watch programs.

Neighborhood watches share one essential concept: bringing community members together to re-establish control of their neighborhoods, promoting an increased quality of life, and reducing the crime rate in the area. The adjacent community of Hidden Lakes recently started its own neighborhood watch program, and residents say that they feel safer, and that the program has provided a social network which has strengthened their neighborhood.

Figure 21: Typical community policing programs that could benefit the BIS Neighborhood.

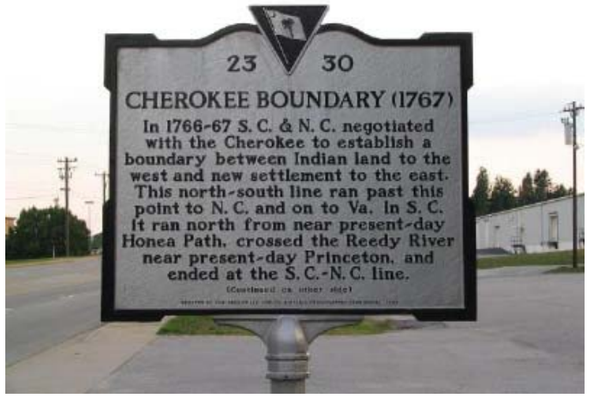


Figure 22: An example of historic signage being used to identify important features.

Community events add to the spirit and vitality of neighborhoods and provide an opportunity for residents to socialize. For generations, block parties have served as a way for neighbors to meet each other. Some block parties are organized around holidays such as the 4th of July or Labor Day, while others may start because of an issue affecting the neighborhood.

The neighborhood organization can help establish the first Buck Island Simmonsville community event. The new middle school will make an ideal location for such an event due to its size and central location.

Due to the lack of neighborhood identity, a branding exercise that includes a name and image package is a recommendation for the Buck Island Simmonsville Neighborhood to consider. Branding is about building affinity for a neighborhood. For a neighborhood brand to be relevant, the brand must flow from the neighborhood itself. The brand identity must focus on the strengths of the community and be understood by the greater Bluffton community.

Another method to help establish neighborhood identity is the creation of a neighborhood gateway. This can be done by creating an entry structure or a distinguishing sign in conjunction with other aesthetic features to emphasize the residential neighborhood. BIS residents have identified the May River Road/Buck Island Road intersection as one gateway. The Bluffton Parkway intersections of Simmonsville and Buck Island roads have also been identified as potential gateways into the BIS Neighborhood. A simple monument sign with appropriate landscaping would go a long way in identifying and branding the BIS Neighborhood. The gateway should be a high-quality design that reflects the character of the residential neighborhood (based on branding initiative.) The Bluffton Parkway and Buck Island gateway is also an opportunity to coordinate with Beaufort County to properly screen the refuse facility so that the Neighborhood's entrance is not such an unfriendly eyesore. **Figure 24 shows some examples.**

These gateways might reduce cut-through traffic, as well. Typically, motorists frustrated by congestion on major arterial and collector roadways will seek shortcuts or less congested routes. By providing these high quality gateway features on Bluffton Parkway and May River Road, some cut-through traffic may be discouraged.

Figure 23: Neighborhood events help strengthen communities.

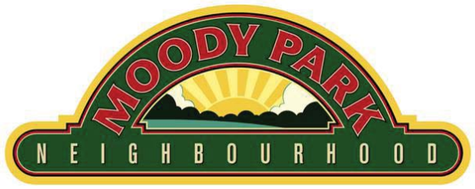


Figure 24: After a branding campaign, new street signs can help reinforce a neighborhood's image and promote the community's identify.

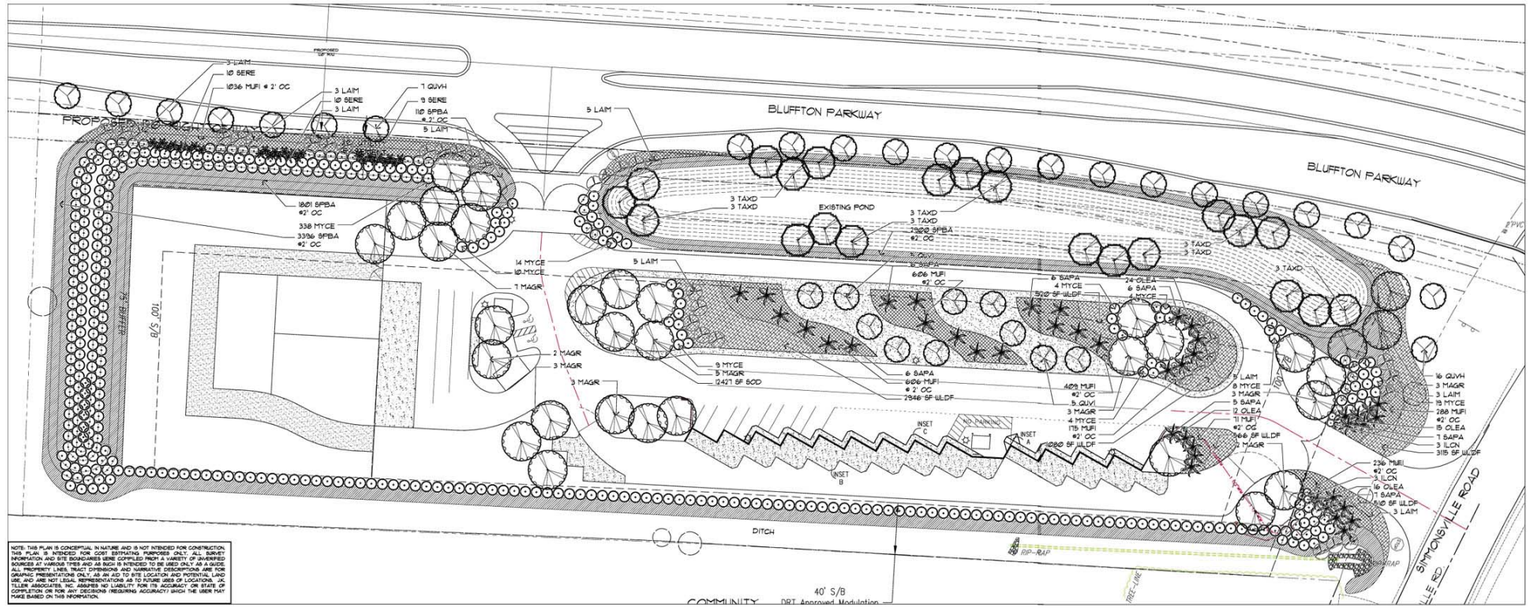


Figure 25: Screen Planting Plan for County Recycling and Refuse Center from JK Tiller Associates, Inc.

community identity & neighborhood involvement recommendations

Develop working groups for each of the Plan elements	AC, PO, TOB
Hold a public meeting every quarter to review and discuss plan implementation status	AC, PO, TOB
Establish Buck Island Simmonsville as the Town's first official Neighborhood Organization	AC, PO, TOB
Coordinate with the Bluffton Historical Society to identify historic resources (land, structures, events) and promote the local history via markers	BHS, PO
Through a branding process, develop an image package for Buck Island Simmonsville including logo, colors, and tag line	AC, PO, TOB
Reinforce the community boundaries and branding image by installing entry signage and beautification at identified gateway locations	AC, PO, TOB
Install new street signs with the BIS logo/image	TOB, BC
Develop a template for a BIS Neighborhood website and give content control and management to the Neighborhood Organization	TOB, NO
The Neighborhood Organization and the new middle school should adopt Buck Island and Simmonsville roads for regular trash pickups	NO, BCSD
Establish an annual BIS event that highlights the heritage and diversity of the Neighborhood	NO
Establish partnerships with Eagles Field and the middle school to positively integrate these facilities into the Neighborhood	AC, PO, TOB, EF, BCSD
Screen the County refuse facility to create a more aesthetic gateway for the Neighborhood	BC, TOB
Establish a neighborhood cleanup program with community association that allows residents to dispose of white goods and other hazardous household items	TOB, NO

KEY:
AC-Advisory Committee; BC-Beaufort County; BCSD-Beaufort County School District; BHS-Bluffton Historical Society; EF-Eagles Field; NO-Neighborhood Organization; PO-Property Owners; SCDOT-SC Department of Transportation; TOB-Town of Bluffton

chapter 2: natural resources

The Town of Bluffton has a variety of forests and woodland types, and the Buck Island Simmonsville (BIS) Neighborhood is a prime example of such variety.

These natural features offer many great benefits to the Town and the surrounding areas. Specifically, the forested areas are comprised of both Pinewoods and Hardwood Bottom Wetlands. These forest types provide a wide range of habitats and many opportunities for a variety of plant and animal species, some of which may be endangered. **Figure 28 identifies the areas of wetlands in the BIS Neighborhood.**

Preserving large tracts of habitat, such as the one in the BIS Neighborhood, helps prevent species isolation and extinction. In addition to the other ecological benefits of the forested areas, one of the most important is providing surface water cleansing. The forests and wetlands help clean stormwater before it leaves the BIS Neighborhood. Wetlands are one of the best environments to mitigate flooding, clean stormwater, and provide groundwater recharging.

The BIS Neighborhood is situated in the May River and Colleton River watersheds so any trash, pollution, or toxins in the BIS Neighborhood will flow into one of these treasured rivers (**see Figure 29**).

Preserving high-quality water in the area is critical to preserving shell fishing, fishing, recreation, and drinking water for Town residents. Without the forests and wetlands to clean the surface water, oysters, crabs, and fish would not only become unfit for human consumption due to pollutants, but many species would die off. The impacts of forest and wetland losses would be devastating to the fishing industry and the traditional way of life in the Lowcountry.

There may also be opportunities for developers to allow Town staff or non-profit organizations to remove native plants in areas that will be cleared for development. Any plants that are removed could be used in public parks, along pathways, or other Town owned property.

Figure 26: Typical forested wetland during dry season

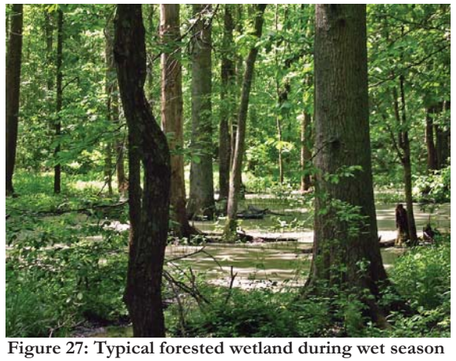


Figure 27: Typical forested wetland during wet season

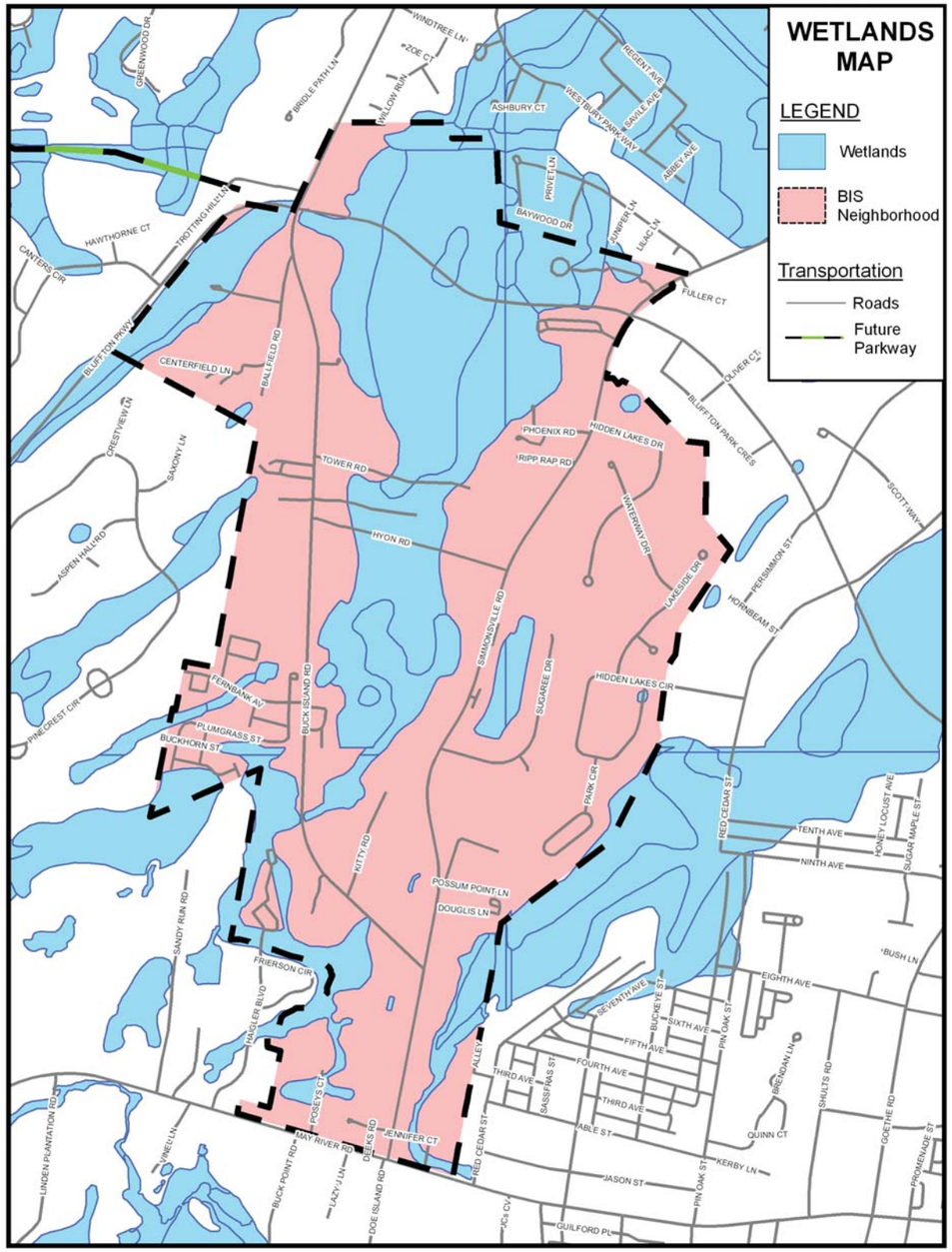


Figure 28: Map of wetlands in the BIS Neighborhood.

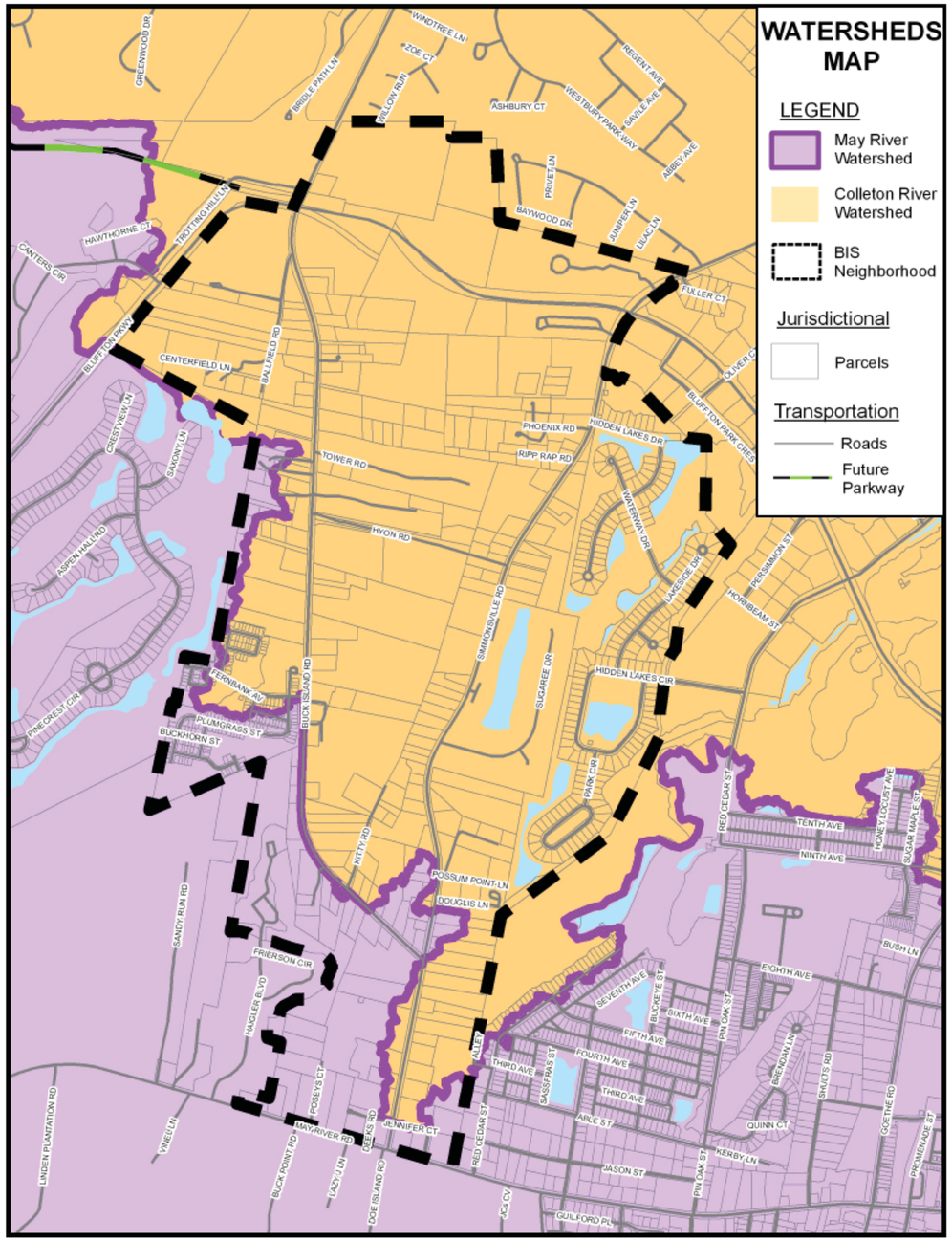


Figure 29: BIS Watershed Map.

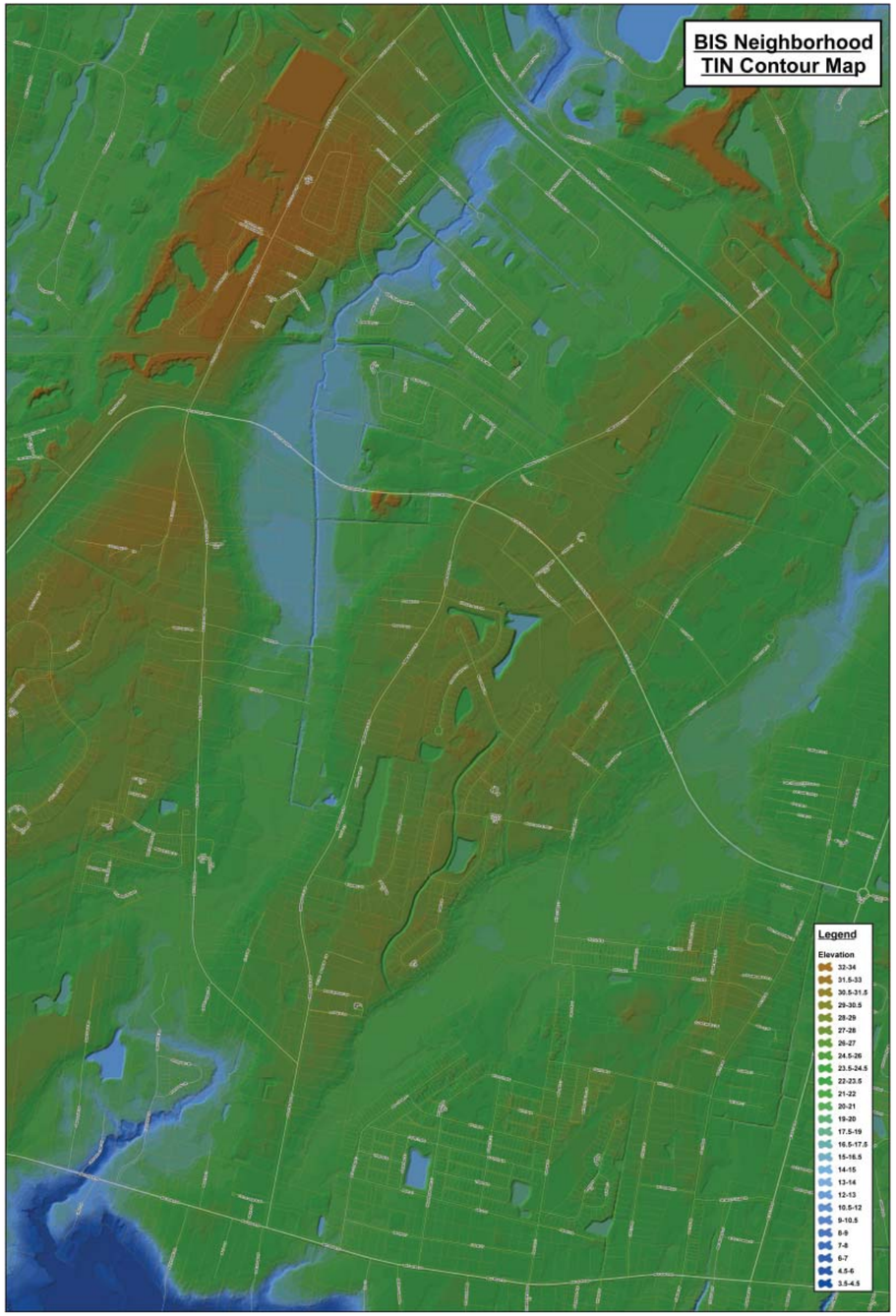


Figure 30: BIS Contour Map.

Figure 31: Example of the abundant tree canopy in the Neighborhood.

Figure 32: Bluffton has many beautiful waterways.

Figure 33: Mature oak trees are found throughout BIS.

The abundant tree canopy also offers great aesthetic value not only to the BIS Neighborhood, but also to the Town as a whole. The significant tree canopy and forested portions of the BIS Neighborhood provide important plant and wildlife habitat. The trees are an asset to the community because they provide summer shade and cooling, help to slow stormwater runoff, reduce noise, and improve local air quality. Large, mature trees throughout the community also help to screen views of adjacent areas and properties, offering privacy for residential properties.

A new Tree Ordinance is currently being drafted, which will include measures to help preserve existing tree canopy in residential neighborhoods. The BIS Neighborhood is a great example of an area that needs to protect the magnificent tree canopy from future development and land disturbance activities.

The BIS Neighborhood is unique in that it contains a large amount of natural resources, while being located in the center of the Town. The Neighborhood has, for the most part, retained the Lowcountry character of its historic roots. However, there is a growing amount of pressure for development in the area, and many of the traditional ways of building around large trees and critical areas are being threatened. It is important to preserve the existing natural resources to maintain habitat, preserve the traditional way of life, clean water, and preserve the aesthetics of the Lowcountry.

Many properties in the BIS Neighborhood rely on septic tanks for both homes and businesses. A recent study was done in the area and found a substantial amount of leaking septic tanks or failing septic fields. Raw sewage leaking out into the environment not only presents environmental hazards, but it also makes life uncomfortable for residents. There is an obvious need to connect properties to a sewer system, which is currently underway. Once the sewer system is fully installed, the environmental damage of leakage will stop, while improving the quality-of-life for those currently relying on malfunctioning septic systems.

A new drainage system will also be installed along the main roads. There are many problems with the existing stormwater drainage, as can be seen by the flooded ditches, yards, and roads. Improvements made to the drainage will help increase quality of life, improve safety, and help protect the environment. Standing water not only damages properties and poses safety threats, but it is also a breeding ground for mosquitoes and other disease carrying insects.

Figure 35: Failing septic tank.

Figure 36: Trash scattered throughout a yard.

Figure 34: Stockpiled equipment and building supplies.

Figure 37: Disposed concrete and other scrap building materials are stockpiled on this Buck Island property.

The future vision for the Neighborhood will provide for an environmental setting that enhances the quality of life for local residents. Preservation of natural resources, keeping open spaces and wildlife corridors connected, and revisions to Town development standards to encourage environmentally friendly development will benefit the long-term ecological health of the region. Some future natural resources concerns include increased development pressure, aging utilities and infrastructure, and an increase in population in the area. In order to protect the forests, wetlands, tree canopy, and other natural resources of the Neighborhood, the Town will work with future developers to preserve as much of BIS as possible. A balance must be achieved between the desire to maintain the benefits of a mature tree canopy, while alleviating some of the maintenance and financial burden to individual property owners. Development tools such as cluster development should also be considered to preserve and protect the natural resources in the Neighborhood.

Figures 38-A-E represent plans and built projects using cluster development principles.

Figure 38-A: Cluster development can provide very attractive housing options, while preserving critical lands and community open space.

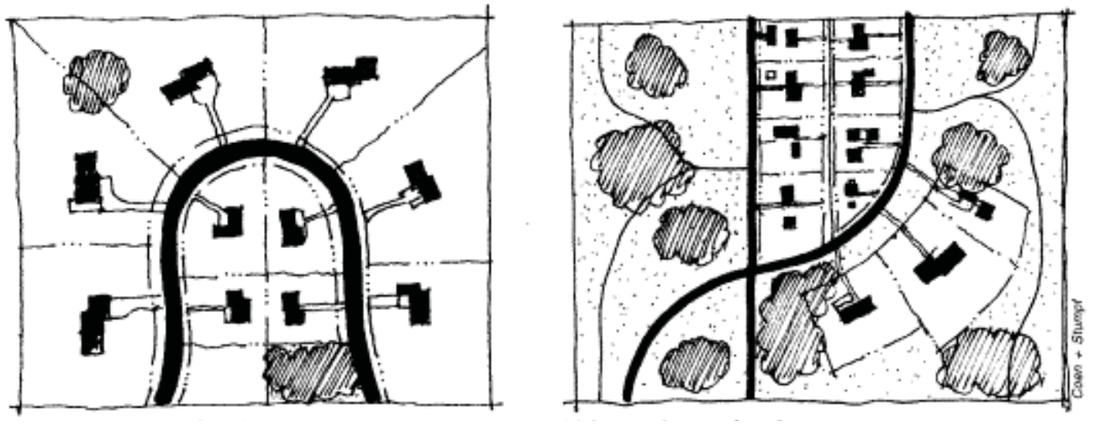


Figure 38-B: Typical development preserves no land (as shown on the left), while cluster development can protect important natural resources (as shown on the right).

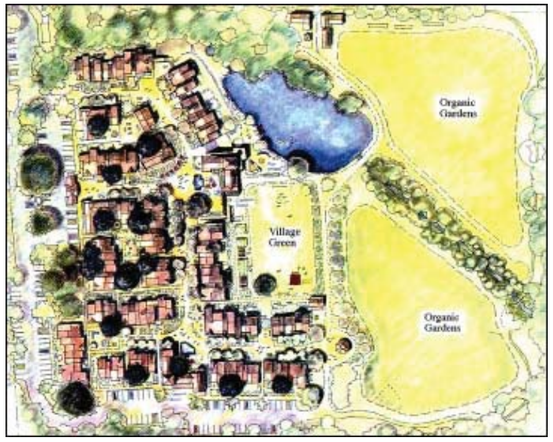


Figure 38-C: Cluster development provides additional room for other activities. In this example, land is preserved for organic gardening.

Figure 38-D: Cluster development offers abundant open space for residential use.

Figure 38-E: Cluster development can have "old town" charm.

Figure 39-A, B: Abandoned automobiles, trailers, tires, boats, waste, equipment, and building materials pose an environmental hazard to the neighborhood.

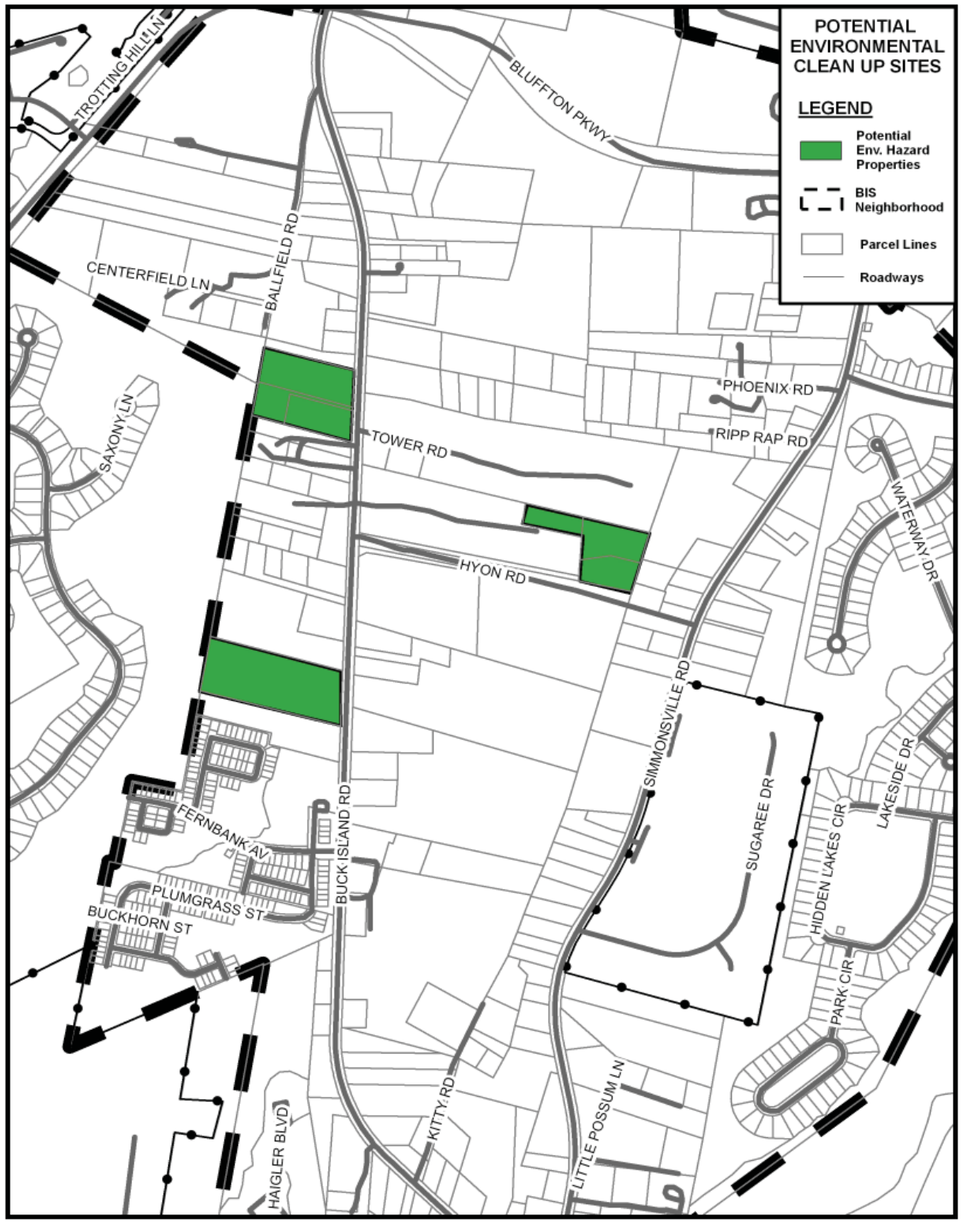


Figure 40: Areas that have stockpiles of refuse that may be environmentally damaging.

natural resources recommendations

Revise the Town of Bluffton Tree Ordinance to include parcels zoned General Residential (GR) to ensure significant trees are preserved	TOB
Establish a Bluffton tree replacement program that provides the Town an opportunity to install new trees on private property	TOB, PO, NO
Remove the abandoned automobiles, tires, building materials, machinery, equipment, and boats from properties that pose environmental risks	PO
Revise zoning code to permit cluster development to avoid ecologically critical areas and preserve rural character	TOB
Improve the existing logging road from Wellstone to HE McCracken Circle as a nature trail/pathway and preserve the adjacent wetlands	TOB, PO, Pinecrest POA
Provide assistance to residents in preserving tree health	TOB, PO
Provide septic maintenance program for those with failing septic systems	TOB
Eliminate septic systems and wells by providing upgraded utilities in the area	TOB
Improve the County's dirt roads to prevent erosion and sedimentation	BC, PO

KEY:
AC-Advisory Committee; BC-Beaufort County; BCSD-Beaufort County School District; NO-Neighborhood Organization; PO-Property Owners; SCDOT-SC Department of Transportation; TOB-Town of Bluffton

chapter 3: planning, zoning, & development

The term land use describes the kind of uses (residential, commercial, industrial, etc.) found on a parcel of land. The Buck Island Simmonsville Neighborhood contains a variety of land uses as dictated by previous growth and zoning patterns in place while under the jurisdiction of Beaufort County. The primary land use type in the BIS Neighborhood is a mix of low-density residential and medium-density residential. **Land uses within the community can be seen in Figure 41.**

In Bluffton, Low-density residential is defined as a range of densities from one dwelling unit per three acres to one dwelling unit per acre. Medium-density residential can range from one to three units per acre, usually consisting of single-family homes. Multi-family homes may be permitted as long as the overall allowed density is not exceeded. According to the Town's Comprehensive Plan, medium-density residential uses are proposed for the BIS Neighborhood. Existing medium-density residential areas within the BIS Neighborhood include areas such as Wellstone, Windy Lakes, and Hidden Lakes.

Industrial and commercial uses are largely confined to the southern portion of the community, around and south of the Buck Island and Simmonsville roads intersection. A mixed-use property that is not yet developed, known as the Southeastern Development Property, lies along Simmonsville Road near the center portion of the Neighborhood. Adjacent to this property is the recently sited and approved Bluffton Middle School, a property which encompasses nearly 5% of the Neighborhood. In 1980, Beaufort County located a garbage transfer site at what is now the southwestern corner of the intersection of Simmonsville Road and Bluffton Parkway. A ball field is located on the northern edge of the community, at the intersection of Buck Island Road and Bluffton Parkway.

Figure 42: In Bluffton, this scale would be considered High Density residential.

Figure 43: In Bluffton, this scale would be considered Medium Density Residential.

Figure 44: In Bluffton, this scale would be considered Low Density Residential.

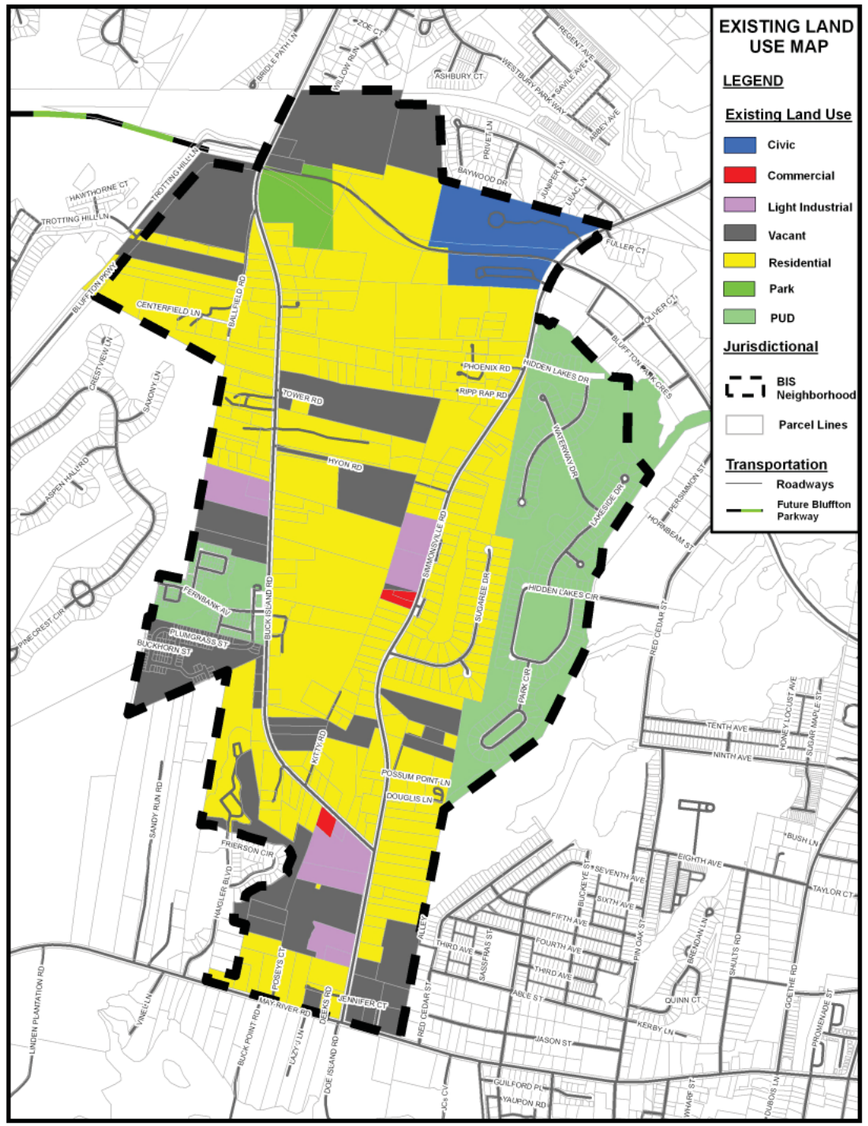


Figure 41: Existing Land Use map.

Zoning is a tool that allows the Town to guide development by regulating the physical form and kinds of uses on a parcel of land. These controls are based upon the need to prevent overcrowding of land, congestion on the streets, undue concentration of population, and the mixing of incompatible land uses. More importantly, zoning provides a basis for guiding and ordering the pattern of future development. The study area is primarily a residential community, thus 85% of the area is zoned residential, 10% commercial, 4% industrial, and 1% mixed-use.

There are currently four zoning districts within the Buck Island Simmonsville Neighborhood:

general residential (GR)
The General Residential District is designed to provide for a variety of low-density, residential uses, including single-family, two (2) or three (3) family, and manufactured home dwellings. The intent of the District is to provide areas primarily for residential uses, and to discourage any encroachment by uses which may be incompatible with such residential use.

light industrial (LI)
The purpose of this District is to provide a suitable environment for uses generally classified as research and development, assembly, high technology production, precision manufacturing, and light industry. The LI District excludes heavy manufacturing operations which tend to be more objectionable to the community, and industries which are less clean. Industries in the LI District are required to have high performance standards with minimal hazardous waste, air and water pollution, and other off-site nuisances.

village commercial (VC)
The purpose of this District is to encourage the formation and continuance of a healthy environment for commercial uses that are located and sized so as to provide nearby residential areas with convenient shopping and service facilities. Another purpose is to promote the location of a mixture of housing types and prices and stores/offices/workplaces in close proximity to each other to provide a balanced mix of activities, foster a pedestrian-oriented community center, and reduce traffic and parking congestion. Other goals include accommodation of essential public utilities and public safety services, avoidance of strip highway commercial development, and large regional businesses, or other land uses which might compromise the historic commercial character of the District.

planned unit development (PUD)
The purpose of this District is to encourage flexibility in land planning that will result in improved design, character, and quality of new homogenous and mixed-use developments. Other purposes of the District are to promote the most appropriate use of land, facilitate the provision of streets and utilities, and to preserve open space and the natural and scenic features of the property.

Figure 45 is the current Zoning Map for BIS.

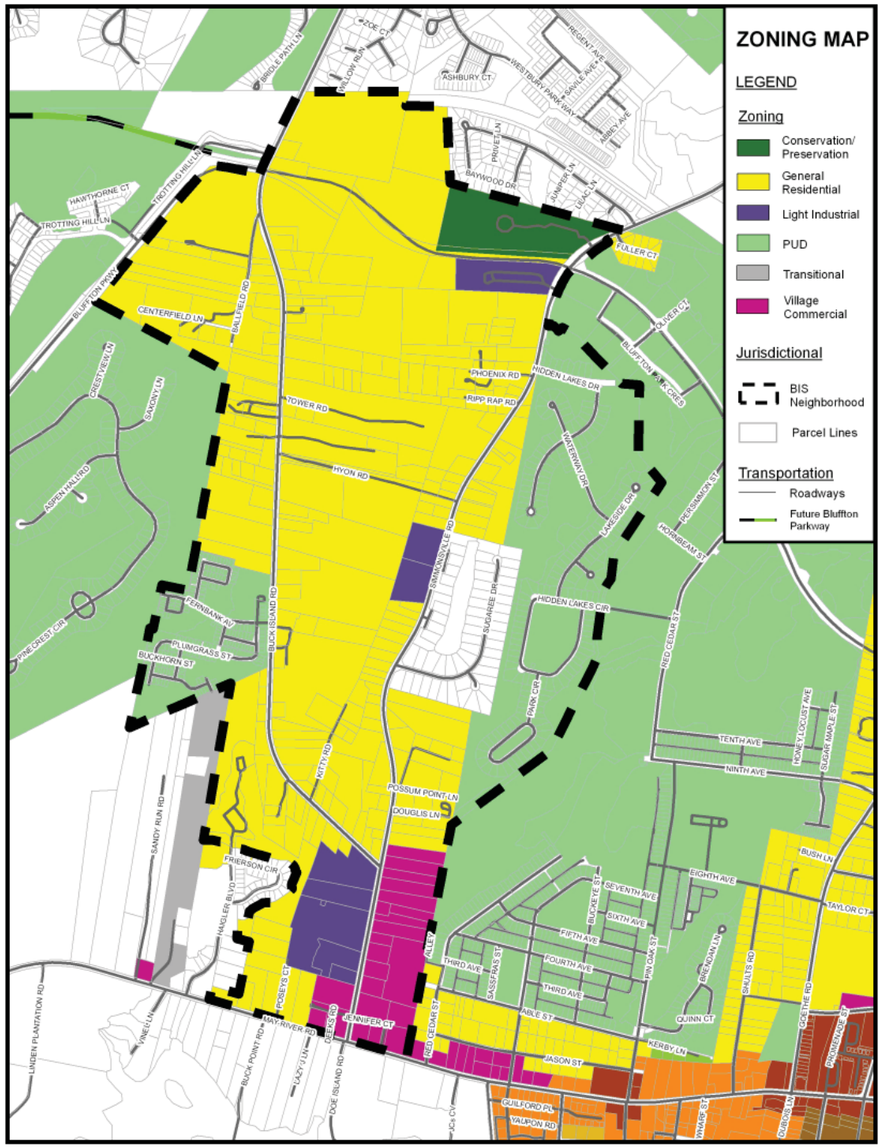


Figure 45: Zoning in BIS.

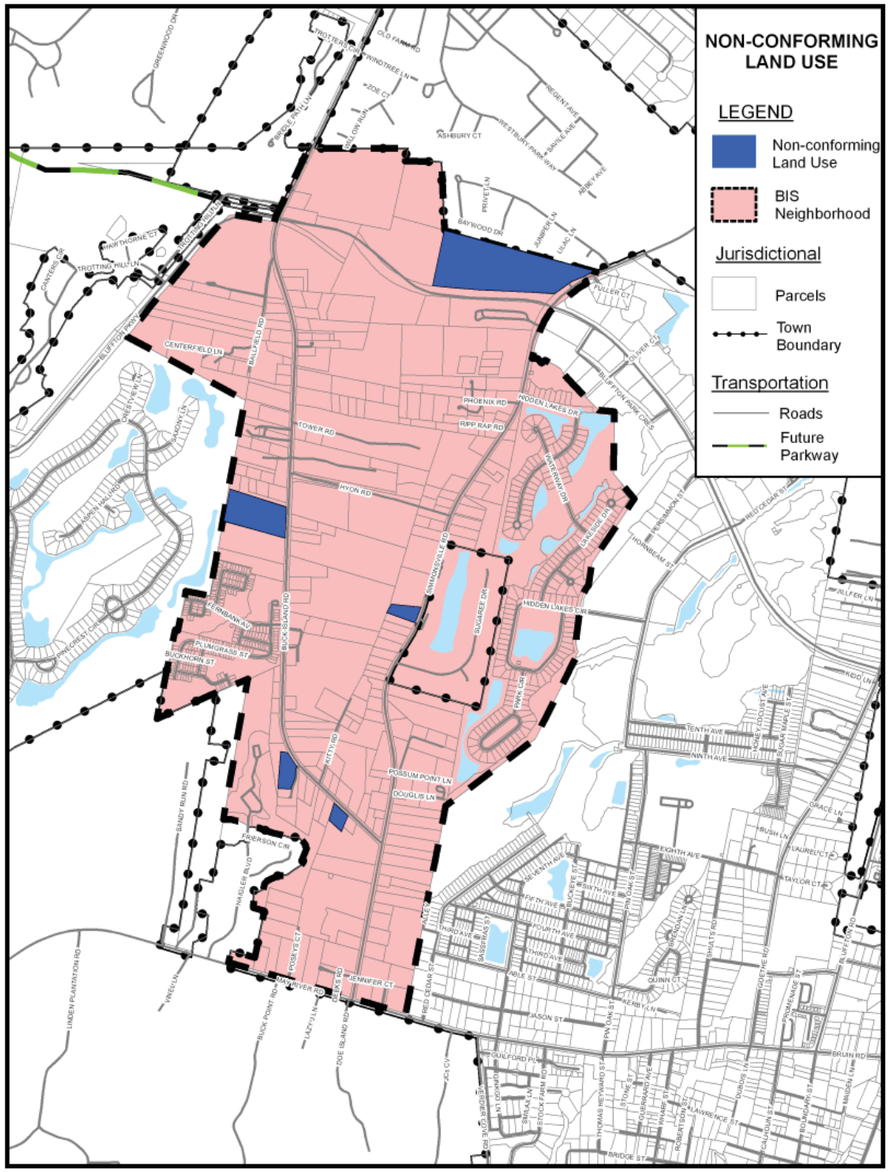


Figure 46: Non-conforming land uses in BIS.

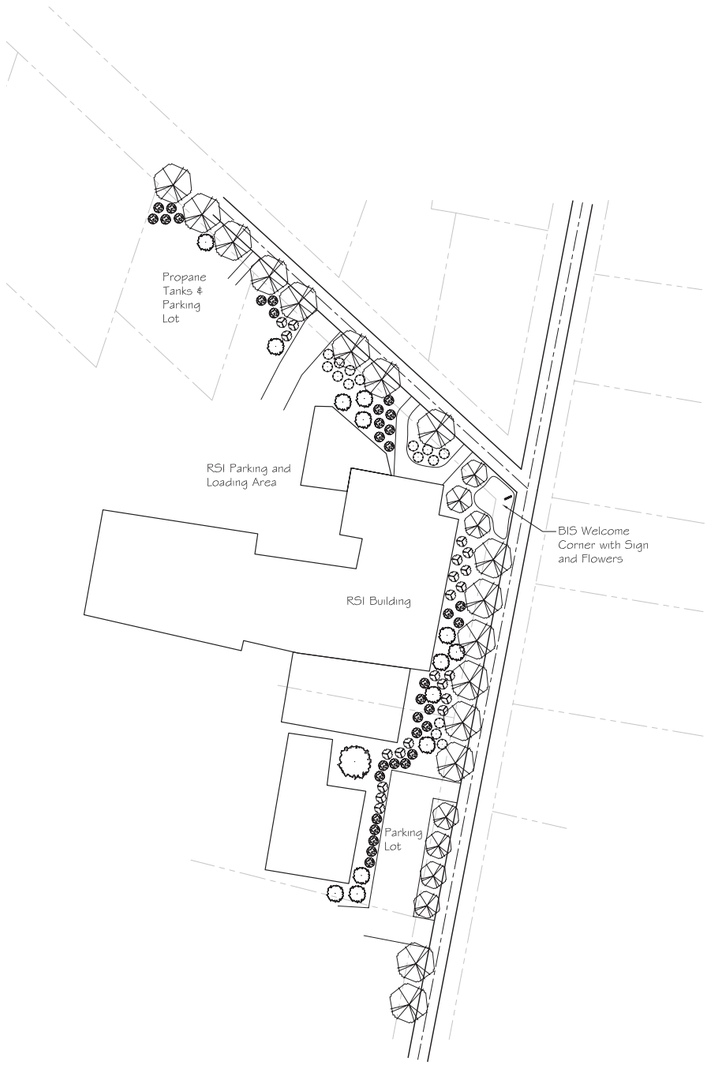


Figure 47: Screening opportunities.

There are many parcels throughout the study area that contain commercial structures despite the fact that the parcels themselves are zoned for residential use. These structures were either in place prior to annexation into the Town and were developed under previous Beaufort County zoning designation or had made considerable progress towards development of the site under the jurisdiction of Beaufort County and hence were allowed to continue towards completion, as a vested right. It should be noted that these non-conforming parcels and the land uses currently occupying them may continue in perpetuity as non-conforming structures and uses as long these structures are not enlarged or the use is not abandoned for a time period of six months or more. The Town should ensure that non-conforming structures and uses are properly screened from adjacent residential uses to alleviate aesthetic incompatibilities. **Figure 46 shows the non-conforming land uses in the Neighborhood.**

Land uses within the Neighborhood can be in conflict with each other. A visual screen can help alleviate these conflicts by providing attractive buffers, as **shown in Figure 47**.

recent development

Within the past few years there has been a surge of development around the Buck Island Simmonsville (BIS) Neighborhood. The three communities within the Neighborhood – Hidden Lakes, Wellstone, and Windy Lakes are all Planned Unit Developments (PUDs) consisting of land plans that are medium-density residential in nature.

PUDs are a common development model in this area, as they offer flexibility in land planning. PUDs also encourage the developer to go above and beyond the requirements of standard zoning.

Another common component of development is a development agreement. Development agreements allow a developer to lock in existing land use regulations for an extended period of time. Many times, development agreements result in a higher level of community amenities. A commitment of funding to provide open space and public infrastructure is also a result of the development agreement process.

The neighboring community to the north, Old Carolina, is also a medium density PUD. The Old Carolina Golf Course was annexed as a part of the Buck Island Simmonsville annexation in 2005. Traditions at Old Carolina, consisting of 134 residential lots, was not annexed and remains a portion of Beaufort County. In 2006, the annexed area was rezoned from General Residential to PUD. The master plan for the annexed portion of Old Carolina allows for 199 apartment units and 55 single family dwelling units.

Figure 48: The Traditions at Old Carolina.

Within the southwestern portion of the study area, the Vista View development is a mixture of 72 low-to-moderate income single and multi-family apartment units and related amenities. This project was phased over several years and maintains a 100% occupancy with a long waiting list. The community is an example of how well-managed, affordable housing apartments can be integrated into a neighborhood without negative impacts.

The adjacent Buckwalter PUD contains over 5,000 acres and is located to the west of the BIS Neighborhood. Pinecrest is the closest neighborhood to BIS and borders the western Neighborhood boundary. To the east of the BIS Neighborhood, commercial development within Bluffton Park has stretched towards the Simmonsville Road and Bluffton Parkway intersection.

Red Cedar Elementary, located within Bluffton Park and adjacent to the Hidden Lakes subdivision, is currently under construction and is projected to open in the fall of 2009.

Bluffton Station, a village commercial scale development, is architecturally designed to reflect the Lowcountry character and to blend in with the surrounding neighborhood. Bluffton Stations is located on a 1.7 acre parcel at the northeast corner of Buck Island Road and SC 46. The project will consist of a market store, an eight pump gas station, a 1,336 square foot car wash and pet wash, and six buildings ranging from 900 square feet to 2,000 square feet in size to be used for planned shopping, specialty retail, and professional offices.

This project was well received by the BIS Neighborhood and should be used as a model for future commercial development in the BIS Neighborhood area.

Figure 49 shows an illustrative site plan for Bluffton Station.

Bluffton Middle School, a 142,000 square foot facility located on 41.84 acres in the heart of the BIS Neighborhood, has been sited with the intent of providing a centralized location for the Town of Bluffton's middle school students who will be attending the new school.

The school site will include recreational facilities such as a basketball court and athletic fields. Other site improvements will include extending Hyon Road to connect Buck Island and Simmonsville roads, providing access to the site from both thoroughfares. Sidewalks are also being installed along Hyon Road for pedestrian access to the school.

Unfortunately, the school's budget did not allow for a more extensive sidewalk or pathway system, so it is imperative that the Town, Beaufort County School District, South Carolina Department of Transportation, and the property owners work together to improve these critical pedestrian connections.

All students attending the school will be given bus service until adequate pedestrian access is constructed. The state has developed a 1.5 mile radius for students who will no longer receive bus service after pedestrian infrastructure is in place. **Figure 50 is the overall site plan for the new Bluffton Middle School site.**

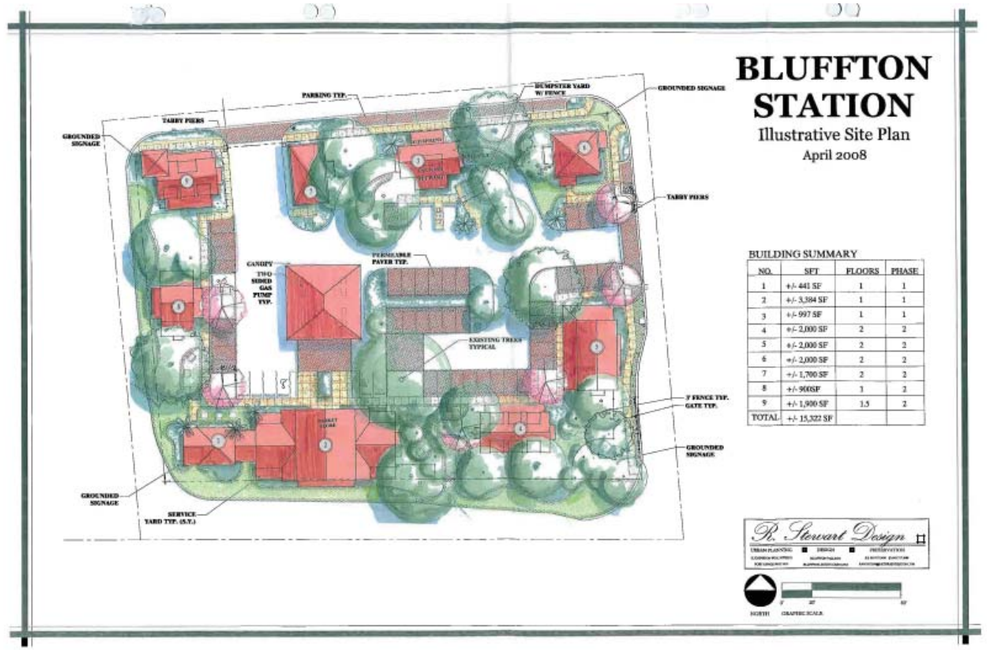


Figure 49: Bluffton Station illustrative site plan.

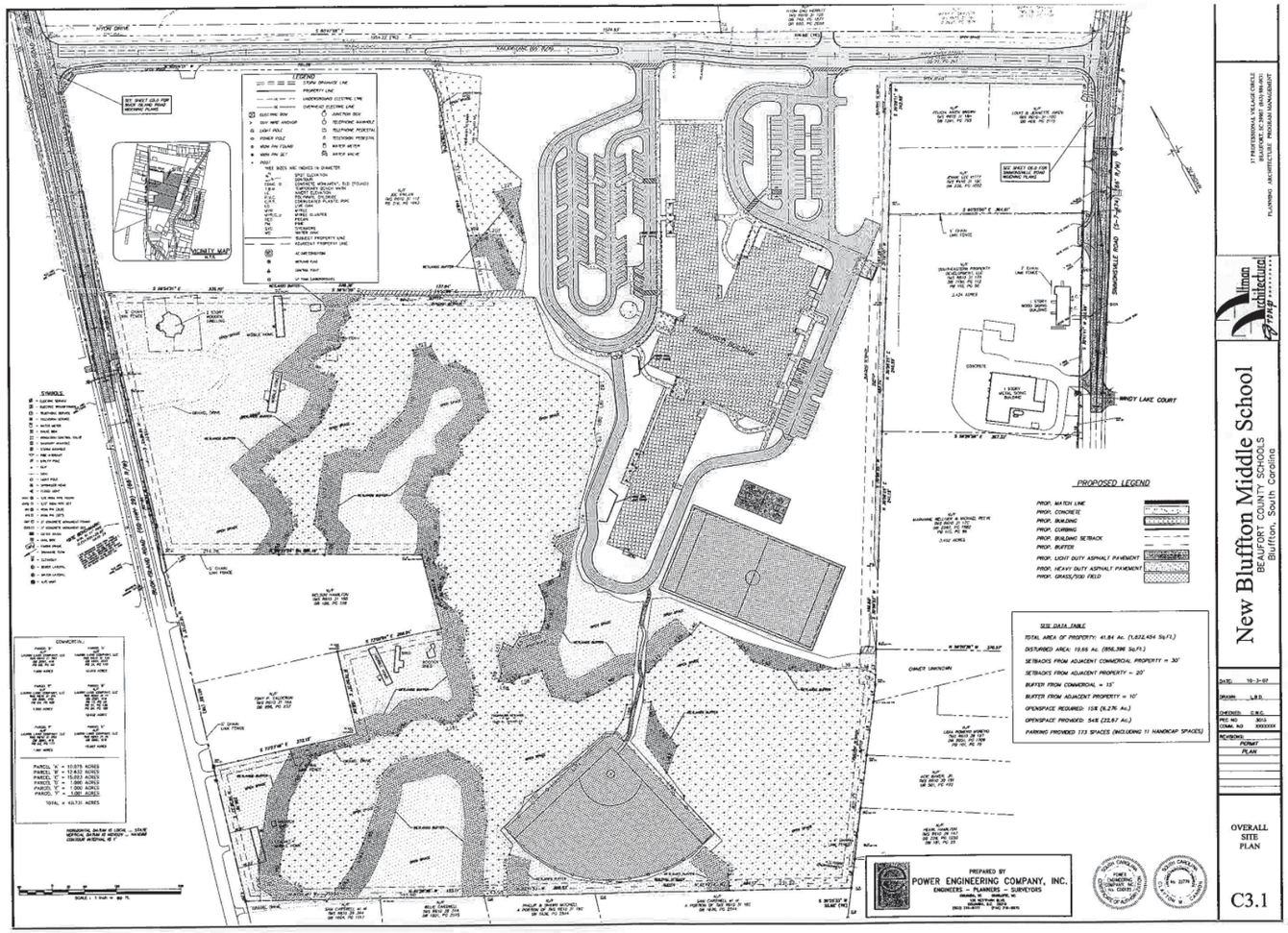


Figure 50: Bluffton Middle School plan

Southeastern Property Development, a mixed-use project adjacent to the Bluffton Middle School site along Simmonsville Road, will have a total of 87,800 square feet of commercial, warehouse, retail, service, and office space within a 6.88 acre site (**see Figure 51**).

The property was rezoned from Light Industrial (LI) zoning to PUD in February 2008. This project met opposition from local residents who expressed concerns over allowing commercial uses within the central portion of Simmonsville Road corridor, specifically citing concerns over increased traffic on a roadway which already has been considered to be in need of improvements.

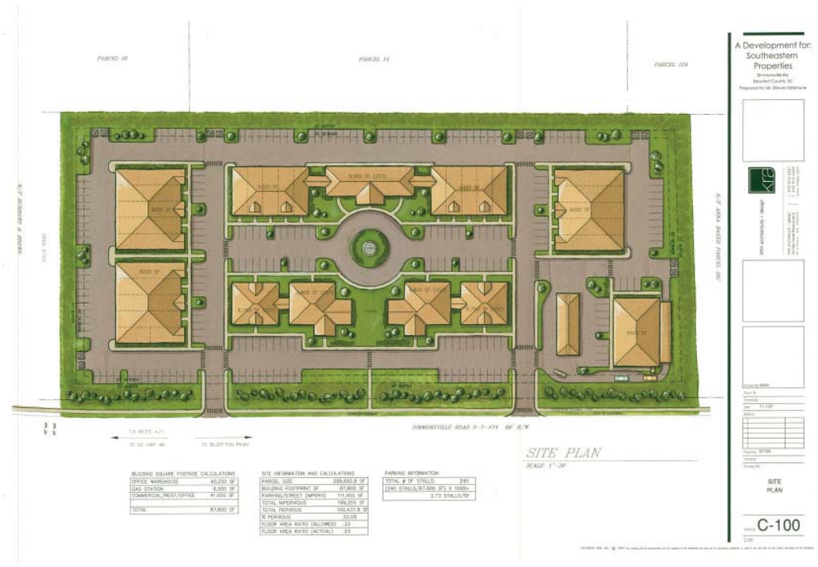


Figure 51: Illustrative site plan for the Southeastern Property

future land use

Through the planning process, the majority of the BIS stakeholders prefer that future land uses mimic the current land uses and that zoning be maintained in its current designated configuration. Therefore, commercial, industrial, and large-scale institutional uses should be restricted from the core of the residential portion of the community. Commercial uses should be low-intensity and fit into the context of the BIS Neighborhood's scale with small signage and neighborhood-appropriate architecture and size.

The Future Land Use Map (FLUM), as identified in the Comprehensive Plan, identifies uses within the community as mostly residential. Larger properties within this classification are frequently subject to minor subdivisions (the partitioning of a parcel into five or fewer smaller parcels.) These minor subdivisions should be evaluated for the possibility of population and related municipal cost increases associated with utility and infrastructure improvements.

Figures 52 is the future land use for the BIS Neighborhood. Figure 53, on the following page, shows what the future land use was for the northern portion of BIS prior to an amendment in 2007.

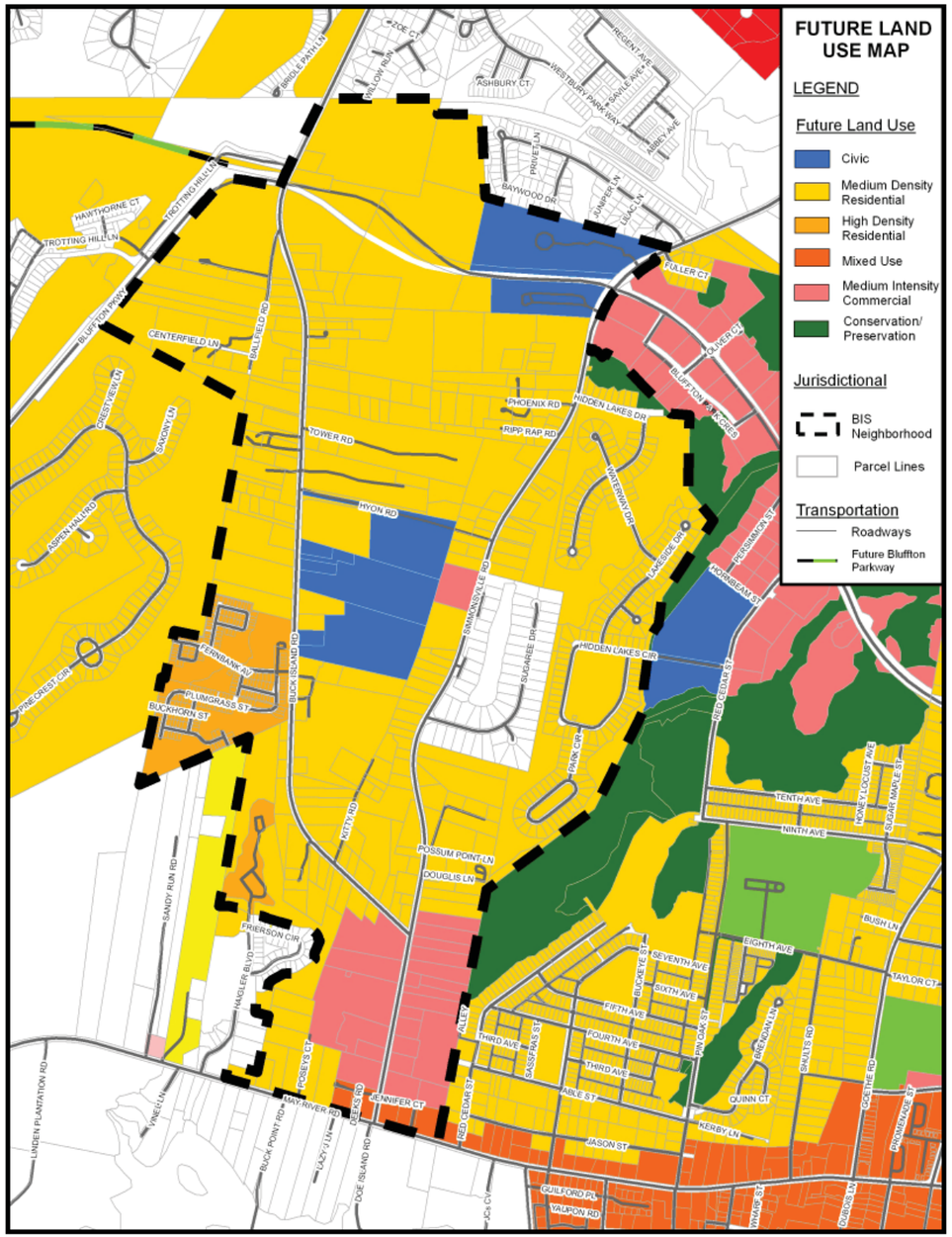


Figure 52: Future land use for the BIS Neighborhood

Areas of commercial land use have been identified to be located primarily along the southern portion of Buck Island Road. Institutional and civic uses have been identified as remaining on the Bluffton Middle School site and the County waste transfer site. It is important that the Town work to minimize the impact that additional civic or institutional facilities may have on the BIS Neighborhood.

Although the BIS Neighborhood is primarily residential in character, its perimeter contains commercial activity and applications for additional commercial development continue to be submitted to the Town. The application of the Buck Island Square property located at the southwestern corner of Bluffton Parkway and Buck Island Road that was requesting a rezoning, has recently been withdrawn. It appears, at this point, that the Buck Island Square property will be used as residential housing. The pending application of the Old Carolina Shopping Center property located at the northeastern corner of this same intersection proposes using a mixture of residential and commercial structures, including a gas station and grocery store. **Figure 54 shows the locations of these two properties.**

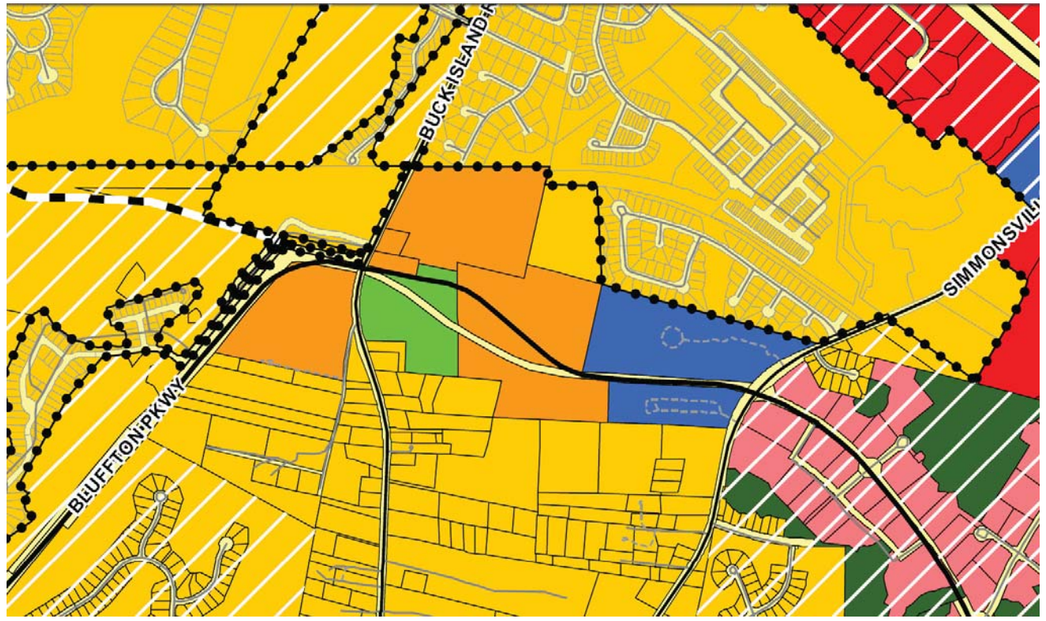


Figure 53: The darker orange represents high-density residential in this 2007 Future Land Use Map. The official map was amended in the Spring of 2007, changing the classification to medium-density residential, as shown in Figure 53.

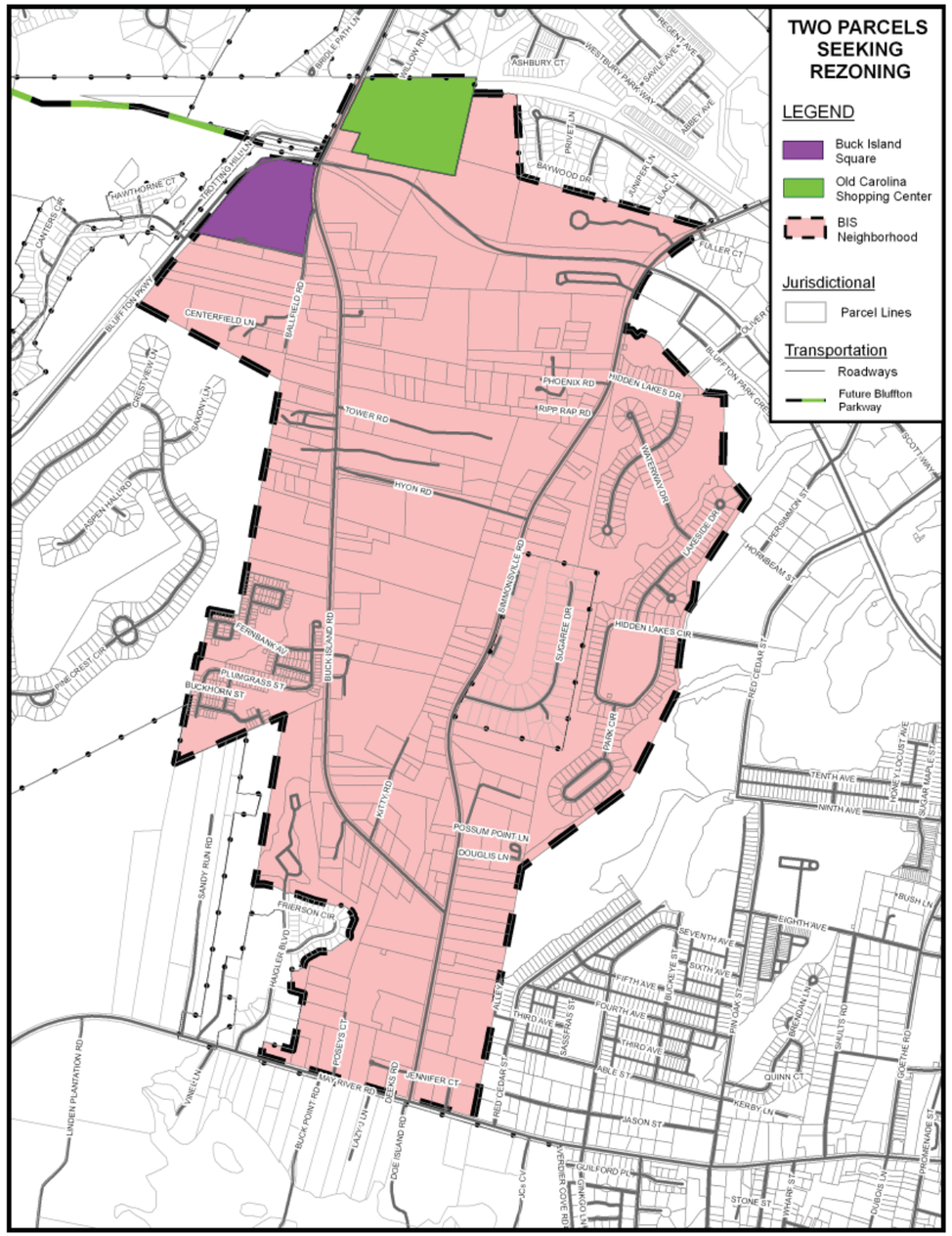


Figure 54: Buck Island Square (withdrawn) and Old Carolina Square locations

Throughout the planning process, BIS residents continually voiced concerns over the Buck Island Square and Old Carolina projects. They cited concerns about increased traffic on already inadequate roadways, increases in property taxes, and incompatibility with the existing neighborhood in terms of character and land use intensity. **See Figures 55 and 56 for the proposed site plans.** It is vital that the Town staff, Planning Commission, and Town Council carefully assess the impact of rezoning requests. A careful assessment should help ensure compatibility with the existing neighborhood, thus helping to fulfill the needs and objectives of the BIS Neighborhood Plan. Due to the proximity to the predominately low to medium density residential uses prevalent on adjacent properties, these properties should remain at a zoning designation of General Residential at this time.

There are numerous vacant properties throughout the Neighborhood that will eventually be filled with residential homes. Many of these properties are located in the interior portion of the Neighborhood, with no access to public roadways and are landlocked. Relying on the current road layout will result in every property having a curb cut or private drive off of Buck Island or Simmonsville roads. In order to avoid creating excessive curb cuts and private drives, additional connector roads may be warranted. There has been discussion about the need for a new north-south road from the Bluffton Parkway that runs parallel to Buck Island and Simmonsville roads. This road would take traffic off of the main roads and open up these landlocked properties for development, something that may not be supported by the greater community.

Bluffton's population continues to increase, and the population inside the BIS Neighborhood is no exception. Based on existing zoning in the Neighborhood, it is conceivable that 565 residential homes could be built. In order to limit the adverse impacts of residential buildout on the community, the current road layout may need to be improved to include additional connections. This is critical to maintaining a sustainable community.

Any future rezoning requests should be carefully reviewed by Town staff, Planning Commission, and Town Council ensure proposed development is in harmony with the intent of the Comprehensive Plan and the land use intensity and character of the Neighborhood. It should be noted, however, that some degree of commercial development within the BIS Neighborhood area could help in procuring funding for requested area improvements such as pathways, road widenings, and sewer/water line extensions.

Similarly, some properly-scaled neighborhood commercial businesses at the perimeter of the BIS Neighborhood could actually be a convenience for residents, like Bluffton Station.

If such rezonings are approved through public process, the Town should work with the respective developers to ensure that the projects are aimed at fulfilling community needs while also fitting into the BIS neighborhood's character context. These developments should consist of a mix of housing styles and price points and contain neighborhood commercial that is pedestrian-oriented and limited to a village scale retail and service.

It is important that these developments also consider the need for additional community facilities to be utilized by residents of the study area, including but not limited to community centers, active and passive parks offering a variety of programming opportunities, pathways, and civic uses, all amidst a pedestrian-oriented streetscape.

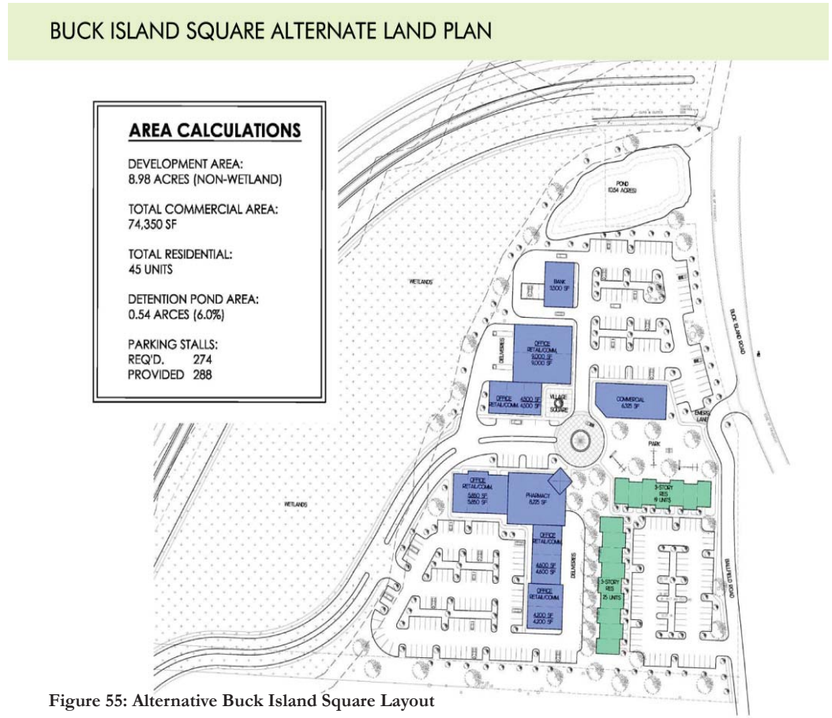


Figure 55: Alternative Buck Island Square Layout

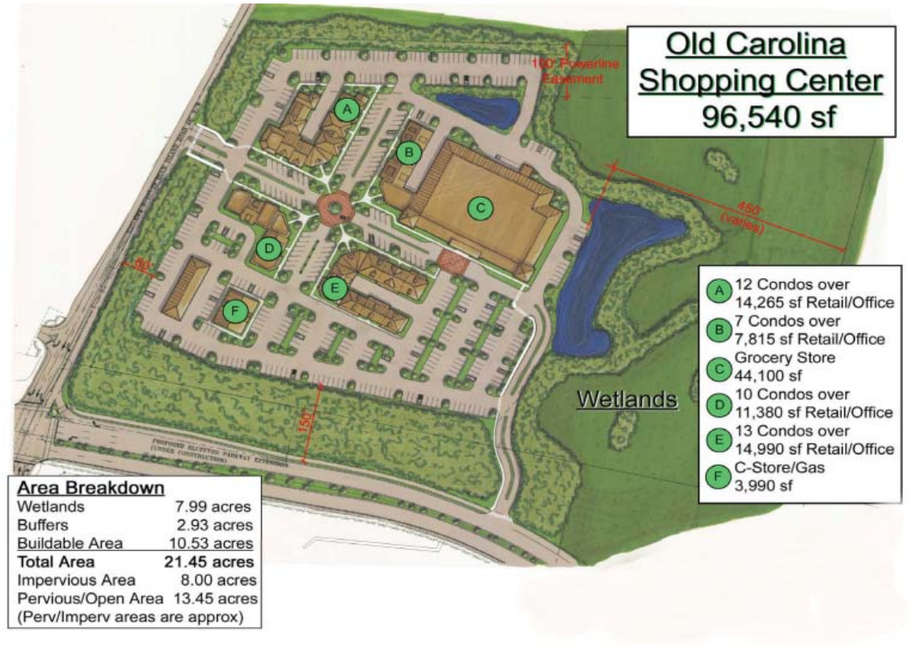


Figure 56: Old Carolina Shopping Center illustrative site plan

Land uses around and south of the Buck Island Road and Simmonsville Road intersection should be limited to residential or village scale commercial uses. Due to current zoning designations of Village Commercial District (VCD), the nearby presence of a large employer in RSI, and the retail/service development of Bluffton Station, this intersection has the opportunity to become a true gateway node of commercial designed for the enjoyment and convenience of the entire Neighborhood.

Currently, a 7.3 acre site is for sale within the Village Commercial District. It is situated directly east of the Buck Island-Simmonsville split and could ultimately become the low-scale commercial and residential center focused specifically on providing employment opportunities and goods/services for the BIS Neighborhood. **Figure 58 shows a conceptual design for this property.**

Figure 57: This property represents a great opportunity for a neighborhood center and gateway into the community, and is already zoned for such.

Figure 58: Conceptual 7.3 AC Village Commercial at Buck Island Rd/ Simmonsville Rd intersection

The BIS Neighborhood has ample vacant and under utilized land that can be developed in a positive manner to revitalize the community. There are dozens of small single-family lots that are vacant or contain rental manufactured homes. The highest and best use for these parcels is single family homes or duplexes. This type of infill development should be sought via partnership between the Town and interested property owners. Modular or prefabricated homes are relatively inexpensive and can easily be placed on these properties. These quality built structures provide a safer and more cost efficient home for tenants, while also improving the appearance of the neighborhood that will ultimately leverage additional investment. **Figures 59 through 61 show how infill works with the existing neighborhood to help improve current conditions and provide additional housing.**

Figure 62 shows vacant properties of the BIS Neighborhood. Local builders should also be considered for these small infill projects through a joint-venture agreement with the property owner. The builder provides the house and the property owner provides the land so that they are partners in the development and will share in the sale or rent of the property/house on a pro-rata basis. The Town can facilitate these partnerships and provide additional incentives as necessary.

Larger redevelopment sites are also plentiful and should be marketed as such with the property owner's permission. For example, the 13.7 acre Little Possum/Douglis properties could be redeveloped with up to 30 new affordable homes in a quality-designed neighborhood with proper utilities and infrastructure. To ensure that the new dwelling units are not cost-prohibitive for the local workforce, financial assistance and incentives should be sought from the Town and its affordable housing partners. Other potential large redevelopment sites include the Ballfield Road area and Twin Oaks. **Figure 63 shows these larger redevelopment properties.**

Figures 59-61: Vacant single-family lots represent great infill opportunities throughout the Neighborhood.

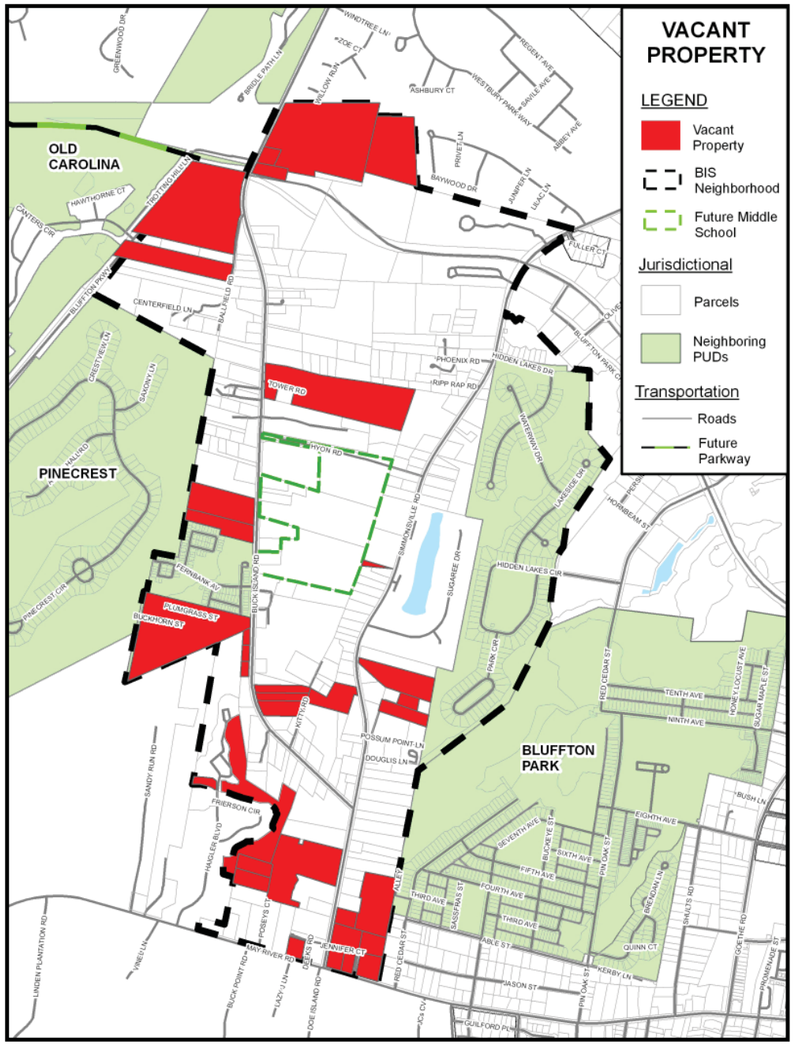


Figure 62: Vacant property locations in the BIS Neighborhood.

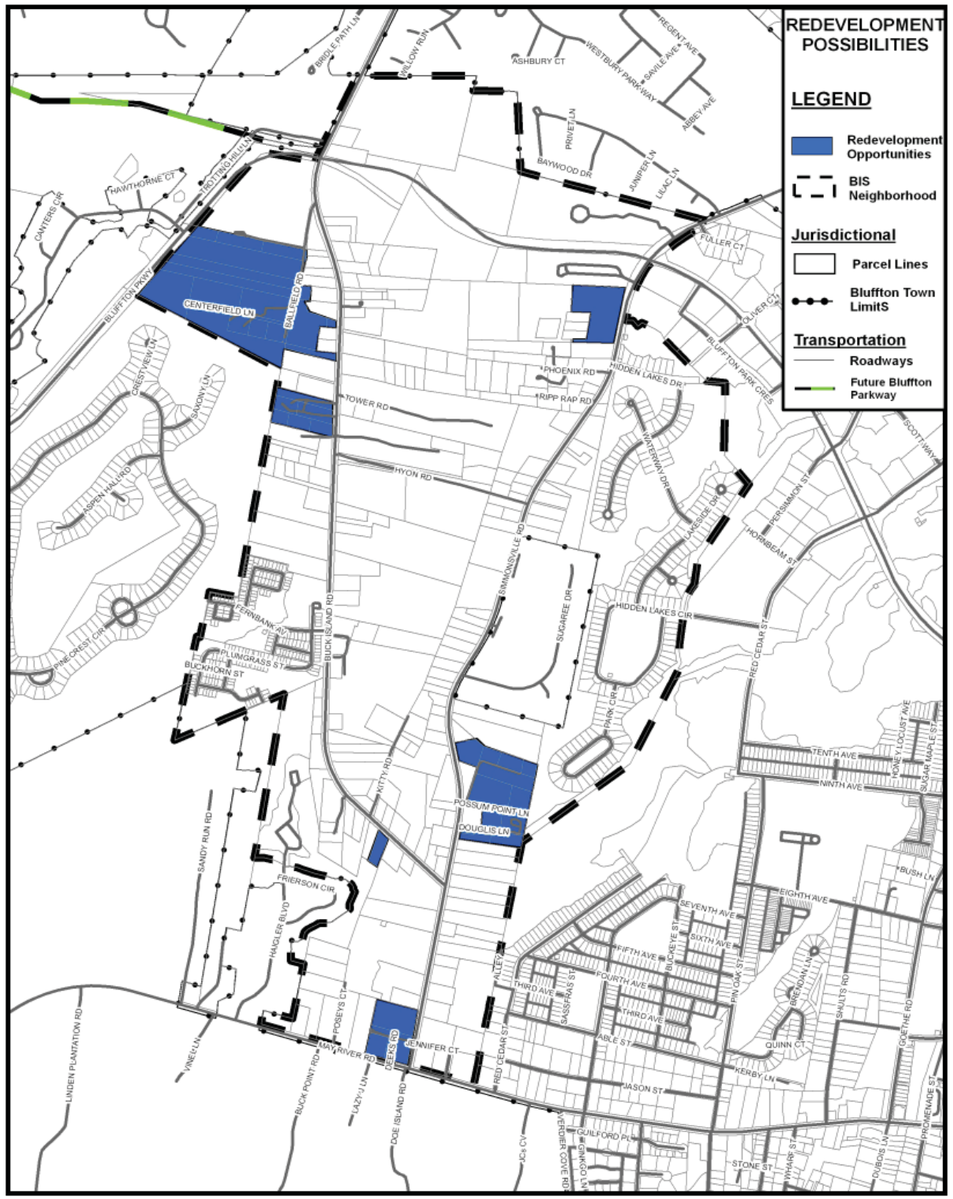


Figure 63: Areas best suited for redevelopment.

planning, zoning, & development recommendations

Encourage the demolition of buildings that cannot be rehabilitated at a reasonable cost	TOB, PO
Restrict new flag lots	TOB
Review and strengthen parking standards, promoting the use of shared parking to reduce the quantity of parking lots while ensuring that adequate parking is appropriately placed and provided.	TOB
Review the ZDSO to ensure that requirements provide for adequate screening of commercial/industrial uses to adjacent residential structures.	TOB, PO
Require small-scale signage for any business within the Neighborhood Plan area.	TOB, PO
Work with the property owner and listing agent of the 7.3 acre VCD property site near the Buck Island Rd/ Simmonsville Rd intersection to market appropriate redevelopment	TOB, AC, PO
Seek redevelopment opportunity for small infill properties	TOB, PO
Restrict commercial, industrial, and large-scale multi-family development in the core of the Neighborhood	TOB
Mandate pathway contributions through easement donations or outright construction requirements (ordinance revision)	TOB, PO, NO
In partnership with the property owners and community leaders, seek redevelopment opportunities in the communities of Little Possum, Douglis Lane, Twin Oaks, and Ballfield Road.	TOB, PO
Assist heirs property owners to obtain clear title to their land	TOB, PO
Identify parcels with adjacent conflicting land uses and develop beautification/screening plans for each	TOB, PO
Review the ZDSO to ensure that adverse impacts from residential buildout will be minimized (lack of connector roads)	TOB
Ensure that Old Carolina Shopping Center is developed as residential	TOB

KEY:
AC-Advisory Committee; BC-Beaufort County; BCSD-Beaufort County School District; NO-Neighborhood Organization; PO-Property Owners; SCDOT-SC Department of Transportation; TOB-Town of Bluffton

chapter 4: parks & recreation

Recreation and open space add economic, social, environmental, and aesthetic value to neighborhoods. Well-planned spaces can promote community investment, educate citizens about the environment, contribute to a community's unique character, and create a sense of place by linking surrounding structures.

Within BIS, the opportunity exists to provide park spaces that are accessible, attractive, and appropriately programmed via collaboration among the local schools and residents. The Town should work in partnership with Beaufort County Parks and Leisure Services (PALS) to identify areas within the Neighborhood that could accommodate a future park or recreational facility.

It may be pertinent to explore the possibility of acquiring portions of BIS's major central wetland system for use as an interpretive park consisting of boardwalks and nature trails. This partnership could also be used to foster community summer camps and recreational programs. For example, Red Cedar Elementary School, located within Bluffton Park, is exploring the possibility of educational programs centering on interpretation of wildlife within the proposed man-made wetland park at the B-11 site, positioned south of the school along Red Cedar Street. The opportunity exists at the Bluffton Middle School site to incorporate a similar interpretative program within the open space and wetland system that lie on and adjacent to the middle school property.

When the new Bluffton Middle School opens in 2010, it can provide traditional recreational opportunities for the Neighborhood. Likewise, the new Red Cedar Elementary School in Bluffton Park is within easy walking distance to the BIS Neighborhood, as long as connecting pathways or sidewalks are developed. The Beaufort County School District allows for the utilization of recreational facilities for all schools under its jurisdiction through a recreational use policy. The Town should work with the School District and other developers to ensure pathways and sidewalks are available to access these facilities. The Town should continue working collaboratively with Beaufort County PALS, the Beaufort County School District, and not-for-profit organizations to provide improved access to neighborhood facilities for community services, programs, and activities.

Within the BIS Neighborhood, there is one recreational facility – the Bluffton Eagles ball field. The Bluffton Eagles ball field, owned by the non-profit Bluffton Eagles Community Action Committee, hosts baseball games, community dinners, and community events. Owners of the ball field have met with the Town and neighborhood residents and are committed to improving and modifying the ball field for future community use. **Figure 64 shows the proposed enhancements.**

Figure 64: The proposed enhancements to the Bluffton Eagles Baseball Field.

Proposed improvements include enhancing the existing adult baseball field by re-orienting the field to allow for additional seating, concession areas, and rest rooms. The enhancements also include additional areas for barbecue pits and eating areas to better serve the community as a year-round gathering location, as well as the additions of a new little league baseball field, a fitness trail with interpretive botanical gardens, and a 4,000 square foot community center. The additional investment in this field will lead to an increase in recreational programs and enhance the accessibility and capacity of an existing facility that has great potential as a community gathering space.

There are other recreational facilities and open space areas located outside of the BIS Neighborhood that are also open for public use. Buckwalter Community Park is a 103.3 acre regional park located along the Buckwalter Parkway. The park will consist of a variety of recreational opportunities including athletic fields, a community recreation center, three baseball fields, a swimming pool, tennis courts, and pathways. These pathways should be linked to pathways along Bluffton Parkway to allow for easy pedestrian access from the BIS Neighborhood to the regional park. Oscar Frazier Park and Oyster Factory Park both combine functional open space with a variety of recreational activities. **Figure 65 shows park and school locations in and around the BIS Neighborhood.**

The recently constructed extension of Bluffton Parkway through the northern portion of the Neighborhood provides pathways for recreational and pedestrian use. These pathways are connected to a larger, growing system of interconnected linkages that allow for non-vehicular movement throughout the Town of Bluffton. The expansion of this pathway system along Buck Island Road and Simmonsville Road would provide for additional recreational opportunities, as well as provide pedestrian travel throughout the Neighborhood in a much safer manner than what currently exists.

parks & recreation recommendations

Enhance Eagles Field with proposed improvements to the existing field, a new little league field, a community center, and other recreational features in partnership with not-for-profit entities and ensure that the park is open to BIS residents during normal operation hours unless otherwise reserved	TOB, EF, AC, PO
Identify locations for new open space/park land	TOB, PO
Identify environmentally sensitive land and ensure that it remains protected	TOB, PO
Ensure that the school site is open to the BIS community-establish a written commitment	TOB, PO, BCSD
Create interpretive wetland trails throughout the Neighborhood	TOB,PO

KEY:
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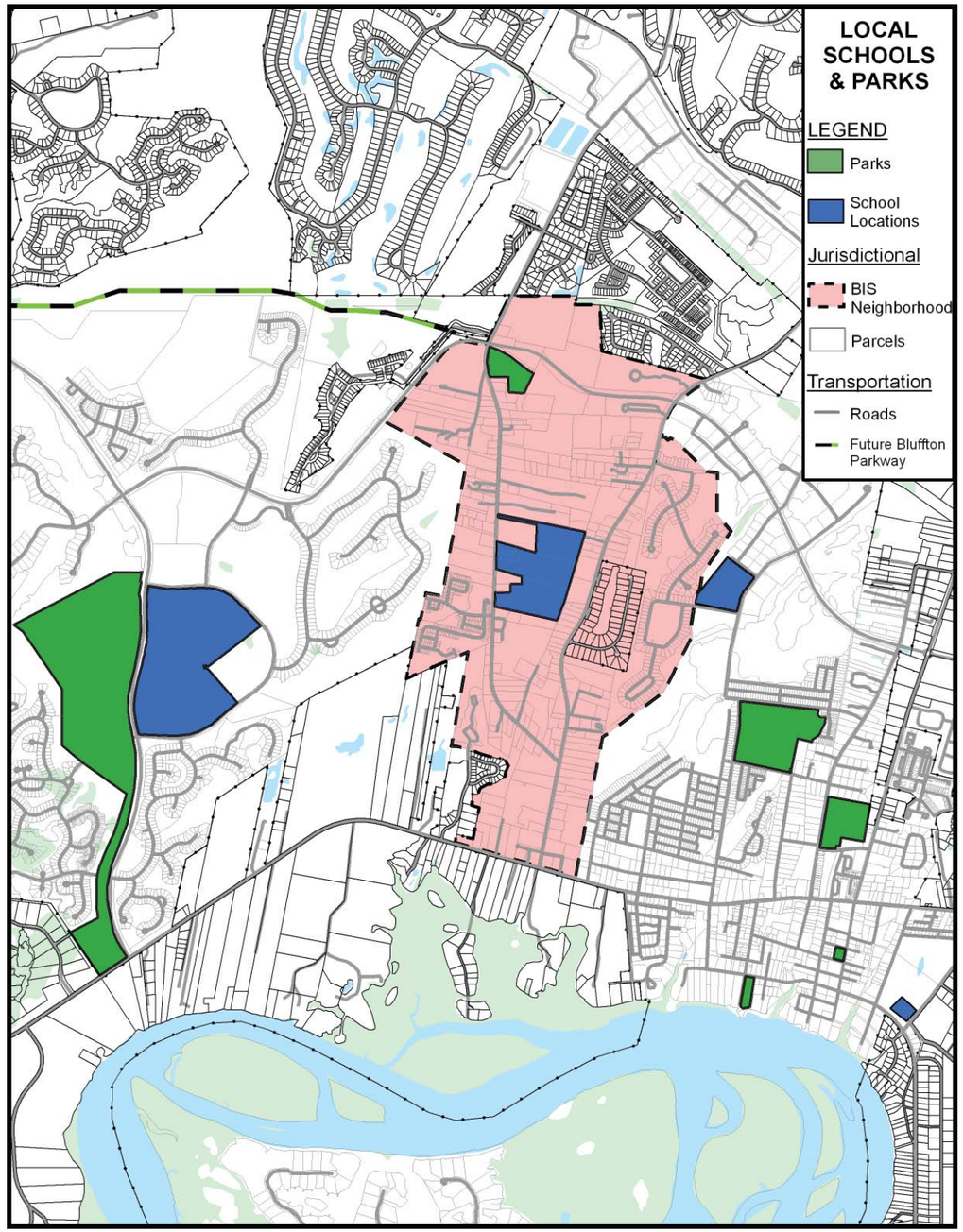

Figure 65: School and park locations within walking distance of the BIS Neighborhood, if pathway connections were made.

chapter 5: community development

Situated in the middle of "new Bluffton" and its thousands of new homes, the Buck Island Simmonsville (BIS) Neighborhood appears poised for improvement and revitalization. Although optimistic about the future of the Neighborhood, many property owners are concerned that physical improvements could leave many long-time and elderly residents vulnerable. This concern underlies many of this Plan's recommendations, which offers strategies to assist these susceptible residents wishing to remain in the BIS Neighborhood.

With the large amount of vacant land and rental manufactured homes in the Neighborhood, a great opportunity exists to introduce new, owner-occupied, affordable housing in the community. The neighborhood goal is to have a geographic balance of quality, affordable housing without creating a large concentration of any one income level in a particular development or area.

Increased housing costs, coupled with relatively low wages, make home buying difficult for lower income families, young couples, and single persons. These households are often concerned with saving money for down payments and closing costs, as well as other monthly incidentals for such items as taxes, insurance, and maintenance.

For some previous homeowners, life cycle changes may also bring about decisions to rent rather than own. Therefore, to fulfill the housing needs of all residents, Bluffton will need an adequate supply of housing for all incomes and lifestyles, with emphasis placed on the development of affordable housing.

Town codes relating to zoning and community maintenance are a means of ensuring that the community's land uses are compatibly located to protect the health, safety, and general welfare of the Town. Minimum safety and sanitation levels for property owners and tenants are critical to the health and quality of life for all neighborhoods.

Investors or potential property owners may not want to spend money in neighborhoods that look unkempt. The results may include decreased property values and a continuation of more irresponsible property owners buying into the community. This cycle will continue without proper code enforcement.

The community inventory for the BIS Neighborhood indicated a large concentration of manufactured homes in the community. Seventeen of these were identified as either in fair or unsafe condition. Another 40 properties had severely overgrown vegetation and dozens of others had significant debris accumulated.

During the public workshops, residents continued to ask the Town for assistance in housing rehabilitation and neighborhood cleanup efforts. Similar requests were made for redevelopment and infill incentives, home ownership assistance, and overall code compliancy aid. As a result, the Town has drafted a community development program dubbed R3 to begin to fulfill these requests. R3 stands for Remove, Renovate, and Rejuvenate. While this program will ultimately be available to all TOB residents, the initial launch of these services will occur in the BIS Neighborhood.

Figure 66: Example of cleared, vacant land located in the BIS Neighborhood that provides an opportunity for new housing development.

Figure 67: Abandoned manufactured housing is prevalent in the BIS Neighborhood.

Figure 68: A condemned home in the BIS Neighborhood.

Figure 69: Vacant and abandoned houses can be found throughout the BIS Neighborhood.

Specifically, the Town's R3 program, if adopted, would provide financial assistance to LMI residences for the following:

- Junk/derelict vehicle removal - Property owners would sign over the car title to the Town. If a title is not available, property owners would sign a hold-harmless agreement with the Town prior to the vehicle being removed.
- Bulk trash/debris removal - The Town would pick up accumulated bulk items from residential properties including: appliances, household hazardous waste, boats, campers, motors, tires, debris, and other unsanitary materials.
- Structure demolition and removal - The Town could assist with the demolition of unsafe, abandoned or uninhabitable structures (a detached residential one-or-two-family structure or accessory structure, including manufactured homes).
- Septic maintenance - The Town could provide grants to assist with the maintenance, repair, or replacement of substandard septic systems.
- Home inspections - The Town could reimburse residents for professionally administered home inspections.
- Down payment towards home purchase - The Town could provide a portion of closing costs for residents that make less than 80% of the area median income (AMI). The new residence would be within the Town limits and the applicant would attend a home buyer education program.
- Mortgage interest rate/term reductions - The Town could help lower monthly mortgage payments for qualified residents by buying-down interest rates and/or better payment terms.
- Heirs property clearance - The Town could pay for mediation services and associated legal fees to help residents gain a clean title or dispose of their property.
- Home repairs - The Town could provide financial assistance to help residents remedy code violations and make repairs to single family homes. Funds would be used to address items that may pose a threat to the health and safety of the occupants prior to addressing items that are solely cosmetic in nature.

Figure 70-A: A typical house before renovation.

Figure 70-B: The same house after financial assistance for home repairs.

Figure 71-A: A typical house before renovation.

Figure 71-B: The same house after financial assistance for home repairs.

Figure 72: Demolition assistance can remove unsafe conditions from the Neighborhood, while also providing redevelopment opportunities for additional housing.

The BIS Neighborhood has several large pockets that are ideally suited for redevelopment (**see Figure 64**). These properties currently house multiple rental manufactured homes or are family compounds with numerous dwellings for large families. These properties are not being maximized to their highest and best use and represent a great opportunity for the owners to improve community conditions, make money from their land, and improve their quality of life. Similar redevelopment opportunities exist on smaller parcels throughout the Neighborhood. Small scale infill construction can have a significant impact on the community and leverage additional investment in the BIS Neighborhood, as there is a proven "domino effect" with this type of infill strategy.

Some of these larger redevelopment sites include Twin Oaks (5.0 acres), the Douglis Road and Little Possum properties (13.7 acres), Tower Road (18.3 acres), and the area surrounding Ballfield Road (38.0 acres). The Town should work with these property owners to determine their interest in redeveloping their property and can help solicit investors seeking to joint-venture with the property owners.

Figure 73 shows detached residential infill off of Kitty Road. Figure 74 shows a 34-unit townhouse development tucked into the woods on Tower Road. The images in Figures 75 and 76 represent single-family attached houses that would provide attractive and affordable housing for the Neighborhood.

Figure 75

Figure 76

Figure 73: Conceptual residential infill on 5.72 acres of Kitty Road property provides for 15 new, single-family homes and could also include a new pedestrian pathway between Buck Island and Simmonsville roads.

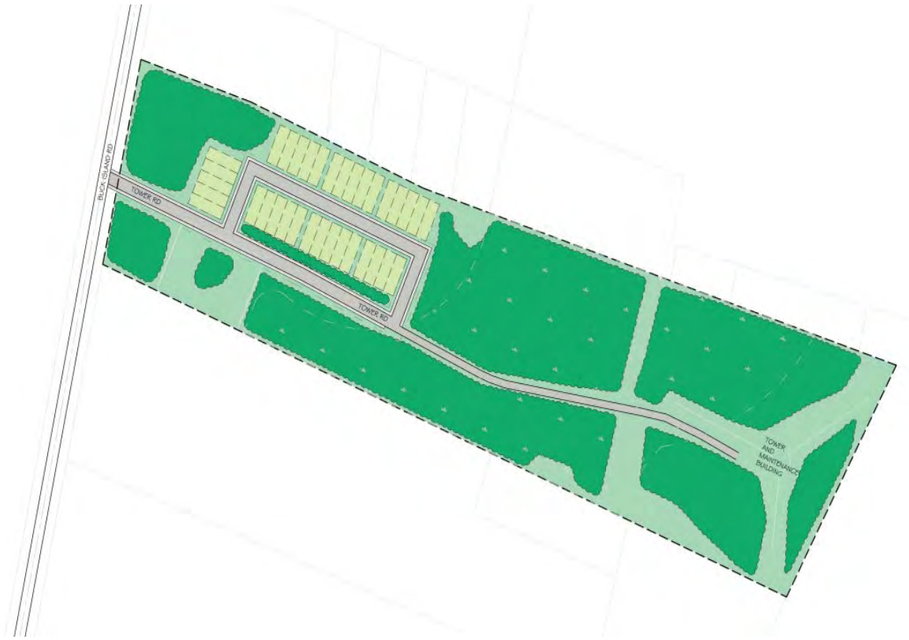

Figure 74: Conceptual infill residential on Tower Road shows 34 new lots tucked in an 18.3 acre property. The existing woods, wetlands, and significant tress are all preserved.

As an established neighborhood, there is a need for reinvestment in the BIS Neighborhood to maintain existing housing stock. The condition of many manufactured homes in the BIS Neighborhood are clearly substandard, yet many appear to be occupied. The Town Construction & Compliance Division needs to inventory each of these properties to properly evaluate the conditions of the dwelling units. Financial assistance and/or redevelopment incentives can then be tailored on a case by case basis.

It is important to note that the redevelopment goals outlined in this Plan are not intended to gentrify the community or remove any particular price point or dwelling unit type. BIS Neighborhood residents need affordable and safe housing. It is the joint responsibility of the property owners and the Town of Bluffton to ensure that such housing opportunities exist. Specifically, the goals are to promote and encourage a mix of housing types, styles, and prices to ensure that the BIS Neighborhood can accommodate a variety of household incomes and lifestyle choices. Further, the goal is to promote home ownership and discourage activities on properties which may lead to a detriment to the property owner or Neighborhood, while offering education and assistance for cleanup and repair opportunities to residents and landlords to prevent the displacement of families from their homes.

Figure 77

community development recommendations

Sponsor/provide educational workshops focusing on housing options and home ownership	TOB, BC, NO
Review property maintenance standards and enforcement provisions to ensure that properties are safely maintained; improve regulatory enforcement as needed	TOB
Conduct community awareness programs on blighting influences, regular refuse collections, and comprehensive code enforcement efforts	TOB, NO
Enforce Town ordinances and building codes focusing initially on junk cars, illegal dumping, and dilapidated/abandoned structures	TOB
Provide financial assistance to help LMI property owners repair their homes	TOB, NO
Remove/ demolish structures that are unsafe and abandoned/ uninhabited	TOB
Remove bulk trash and refuse from residential properties (including appliances, boats, tires, and motors)	TOB
Remove the abandoned automobiles, machinery, equipment, and boats from properties that pose environmental risks by providing financial assistance to help property owners remove unsafe and hazardous conditions	TOB
Offer a neighborhood clean-up program that provides two curb-side clean ups per neighborhood per year	TOB
Adopt an inclusionary zoning ordinance, workforce housing ordinance, or moderately priced dwelling unit program	TOB
Establish an "affordable housing fund" that would fund affordable housing efforts. Funds could come from "fees in lieu of" providing affordable housing from future inclusionary zoning	TOB
Evaluate providing rebates for or exemptions to affordable housing units from impact fees	TOB, BC
Identify and inventory a list of available land and/or redevelopment lots available for new housing units and seek out joint venture opportunities between the property owner and local builders	TOB, PO
Encourage infill projects by waiving/rebating development fees and property taxes	TOB, BC
Encourage public and private developers to explore new design concepts, such as row houses, and to provide quality, affordable housing opportunities in an aesthetically pleasing manner	TOB
Establish new incentives and financial assistance programs to fill in the gaps	TOB

KEY:
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chapter 6: public utilities & infrastructure

water and sewer

Beaufort – Jasper Water & Sewer Authority (BJWSA) is a public, non-profit organization which provides water and sewer services to the Town. Currently, the sewer is located on a forced main, a piping system that uses electrical pumps at a nearby pump station to allow for the movement of wastewater. However, many of the older residential properties in the Buck Island Simmonsville (BIS) Neighborhood currently do not have access to adequate sewer facilities and operate on septic tanks. The Town should seek ways to extend both sewer and water lines to supply all residents with public services.

In order to provide water and sewer services to all BIS residents, a survey was sent to each home in the project's target area, which totals 88 homes. One hundred percent of the respondents said that they would like to be hooked up to the new sewer system. In addition to the survey, an infrared aerial survey was taken in order to determine how much sewage, stormwater, and/or septic systems were leaking into the watershed. The aerial survey found 27 areas of concern, which will need to be verified in the field. Many septic systems fail without notice, causing a threat to human health and to the environment. Some failed systems cannot be repaired and require new drainage fields for proper functioning. When lots are small, finding a replacement field can be difficult or impossible.

The Town of Bluffton, Lowcountry Council of Governments, and Beaufort County, in cooperation with BJWSA, are working together to provide a high-quality sewer system to the Buck Island Simmonsville Neighborhood.

To support the effort to provide citizens with better sewer service and protect the area's natural resources, the Town of Bluffton has secured grant funding for the construction of additional sewer service within the target area. The $500,000 Community Development Block Grant (CDBG), in conjunction with contributions from the Beaufort-Jasper Water and Sewer Authority, Beaufort County School District, and a Town investment of $750,000 will provide sewer service to approximately 300 people along Buck Island Road.

The first phase of the sewer project runs along Buck Island Road from Hyon Road north toward Eagles Field. Connections will be made to properties adjacent to Buck Island, including the Ballfield - Centerfield area and Twin Oaks. Depending on the timing of contract finalization for the construction of the sewer and the acquisition of easements, construction is slated to begin in the first quarter of 2009 and conclude in 2010.

The installation of this sewer line will help to improve quality infrastructure and environmental problems in the target area by eliminating the need for septic tanks. Subsequent phases of this sewer extension are anticipated for the entire BIS Neighborhood. The Town will explore grant and other funding options to make these extensions possible.

Phase 1 of the sewer project is shown in Figure 78.

Figure 78: Phase 1 of the sewer project along Buck Island Road

stormwater

An inadequate stormwater control system can have negative impacts on citizens and the environment by causing stagnant water in ditches, ponding on roadways, transportation of pollutants into receiving waters, and erosion and/or flooding.

Recently, the Buck Island Simmonsville (BIS) Neighborhood has been prone to such issues as they pertain to its stormwater control system. One of the primary problems observed within the area include the ponding of water on roadways due to either under constructed ditches and swales or the presence of a significant amount of debris within these features that has restricted the flow of stormwater through them.

Because the roads and drainage ditches are the legal responsibility of the South Carolina Department of Transportation (SCDOT), the Town has requested that the state provide the necessary maintenance to these ditches and culverts. However, because of the importance of this project, the Town has already begun many of these improvements and has budgeted an additional $100,000 to complete these required projects. Hopefully SCDOT will reimburse the Town for this work so that these funds can be respent for other projects.

Areas where this work has either taken place or is scheduled to take place include the large north-to-south primary channel that lies between Buck Island and Simmonsville roads, which has been cleared of restrictive vegetation from the southernmost point of the channel to the power line easement north of Bluffton Parkway, the channel to the north of Eagles Ballfield, the lateral channel south of Wellstone, and roadside ditches along both Buck Island Road and Simmonsville Road.

In addition to the clearing of these channels, the Environmental Protection Division will be monitoring the construction of the primary stormwater ditches that are either being discharged into by or constructed in conjunction with Bluffton Middle School to ensure proper design and mitigate any additional drainage problems that may arise from the construction of this facility. The Town has also conducted inspections on culverts located underneath driveways or roadways to assess their structural integrity and recommend replacement pipes as needed.

One such location where inspections have been completed is Kitty Road, which is scheduled to be replaced by Beaufort County to ensure proper stormwater flow underneath the road. It is imperative that the Town of Bluffton and Beaufort County continue to monitor stormwater flow and drainage patterns within the study area to further protect environmental assets and quality of life for the citizens within the Neighborhood.

Figure 79 shows the current drainage projects in the Neighborhood.

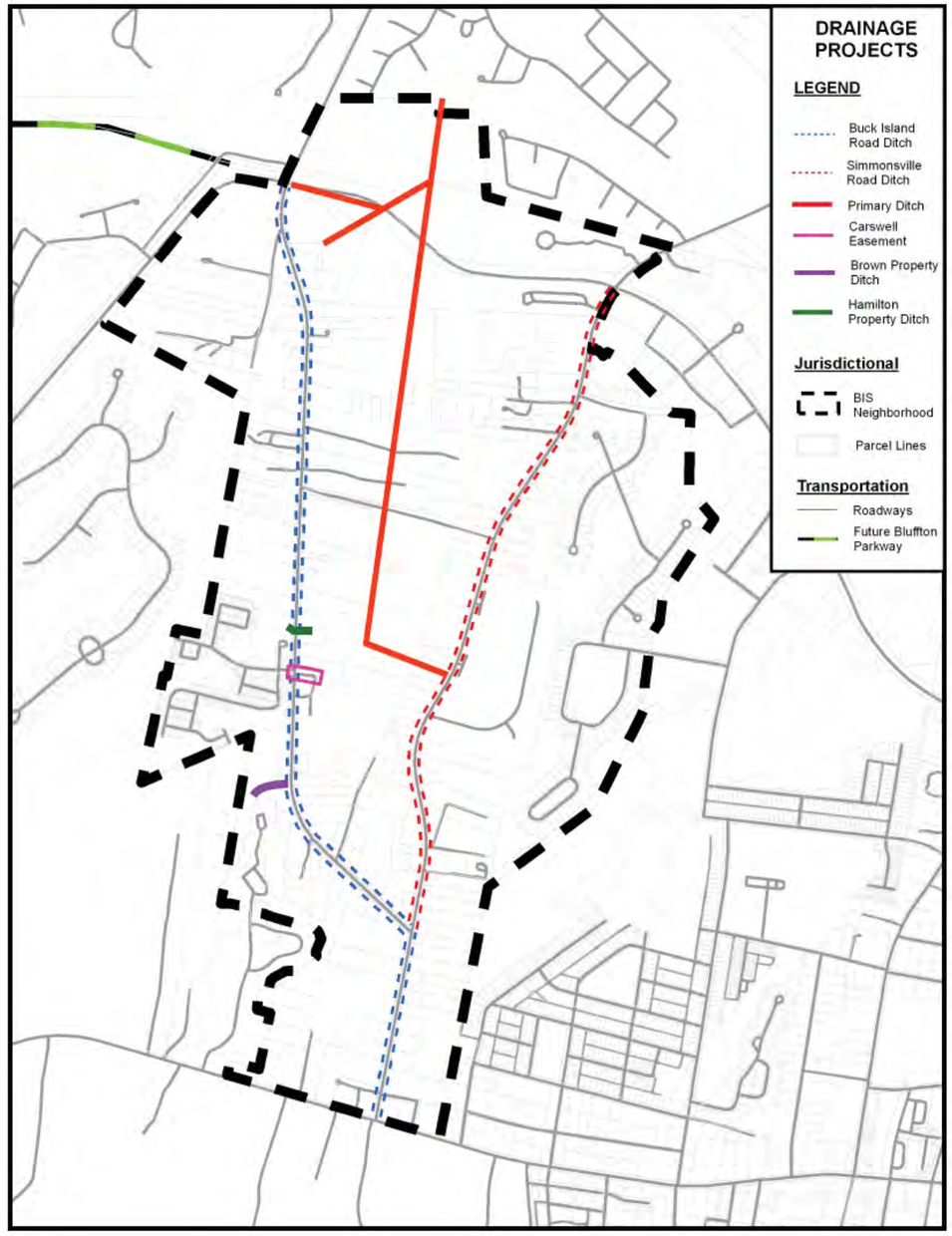


Figure 79: Current drainage projects in the BIS Neighborhood.

Figure 80: Typical clogged culvert found along the roadways.

Figure 81: Primary ditch that has been cleaned out and is functioning properly.

public utilities & infrastructure recommendations

Complete Phase 1 of the sewer installation project in coordination with the middle school road improvements (Buck Island from Ballfield to Hyon)	TOB
Identify appropriate Phase 2 and Phase 3 project areas for sewer installation	TOB
Coordinate subsequent sewer phasing with other utilities and pathways plan	TOB
Apply for grants and other methods of funding for additional sewer extension phases	TOB
To foster community accountability, storm drains should be marked with statements to remind residents that stormwater drains into valuable watersheds	TOB
Continue CIP funding in full for the BIS stormwater projects in FY 2009	TOB
Establish an annual maintenance budget to keep these ditches clear and culverts unobstructed	TOB
Provide public water for all residents	TOB

KEY:
AC-Advisory Committee; BC-Beaufort County; BCSD-Beaufort County School District; NO-Neighborhood Organization; PO-Property Owners; SCDOT-SC Department of Transportation; TOB-Town of Bluffton

chapter 7: traffic & transportation

A visual field study of the Buck Island Simmonsville (BIS) Neighborhood was made during the planning process to evaluate the condition of the Neighborhood's infrastructure. This assessment focused on the existing infrastructure including the evaluation of public sidewalks and streets.

streets & circulation

Both the State and County classify roads based on the national function classification system. These classifications categorize roads based on the primary intended use and function of the road, the types of travel accommodated, and physical factors such as length, travel speeds, and number of lanes.

In Bluffton, roadways are further distinguished by their corridor character (see the Land Use Chapter in the 2007 Comprehensive Plan). Together, functional classification and corridor character describe road "typologies." Roads are classified into the following categories:

- **principal arterials:** Move vehicles over relatively long distances, such as across town. Principal Arterials typically have the highest traffic volumes and speed limits, and more lanes than other roads. Since the emphasis is on through traffic, these roads typically have more signal green time at signalized intersections than side streets, and access points should be spaced far apart to limit disruption of traffic flow. US 278 is a Principal Arterial.
- **minor arterials**: Interconnect and augment the principal arterial system. Roads in this classification typically accommodate shorter trips than those associated with Principal Arterials, and thus have lower traffic volumes, lower speed limits, and fewer lanes. Compared to Principal Arterials, these offer a balance between through traffic and access to adjacent land uses. Bluffton Parkway is a Minor Arterial.
- **major collectors:** Connect arterial roads and local roads. This type of road serves locally oriented traffic, such as circulation between residential neighborhoods and commercial areas. Buckwalter Parkway is a Major Collector.
- **minor collectors:** Connect local roads to major collectors and arterials. Buck Island Road is a Minor Collector.
- **local roads:** All the other roads, public and private, in Bluffton. Small, residential streets, such as Ballfield Road, are Local Roads.

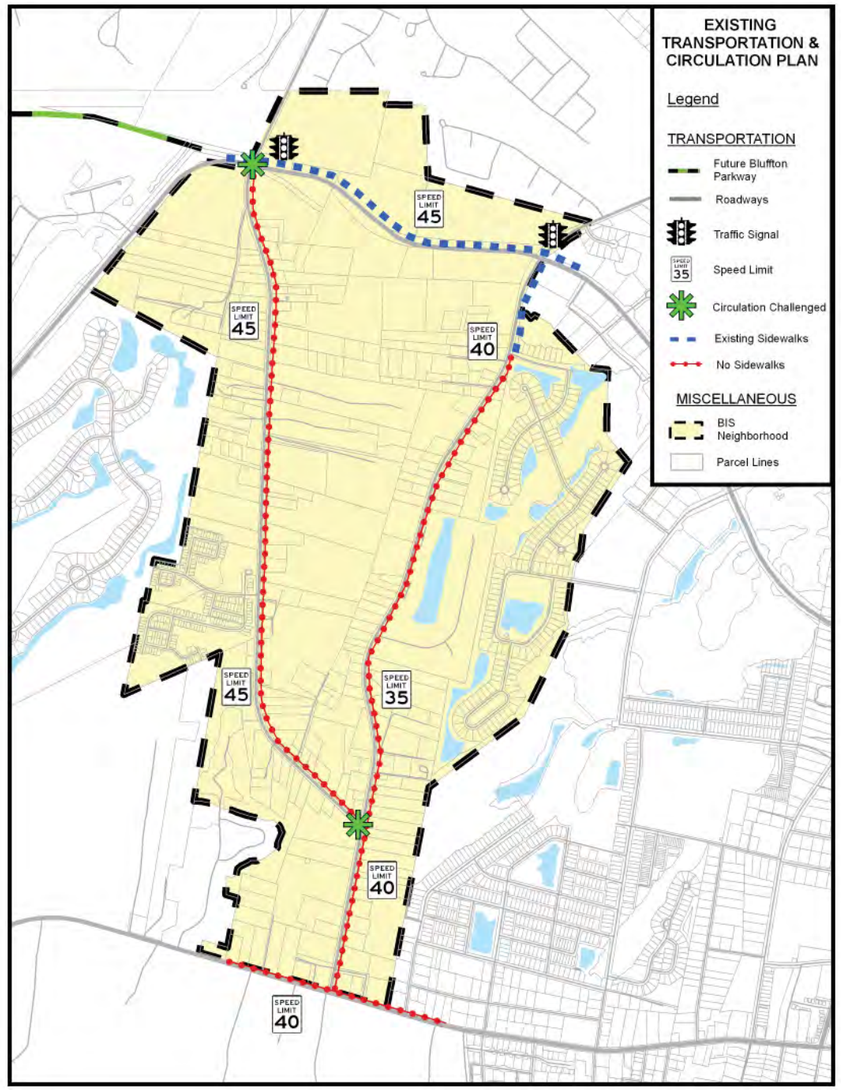


Figure 82: Existing transportation conditions.

The BIS Neighborhood has a wide range of roadways. From private drives to public thoroughfares, paved to unpaved, the roadways vary considerably. The major streets serving the Neighborhood are Bluffton Parkway, May River Road, Buck Island Road, and Simmonsville Road. It should be noted that approximately 26% of the streets in the Neighborhood are unimproved, dirt roads. **Figure 83 shows the type of roadways and their lengths.**

Bluffton Parkway is a 4-lane, median divided highway and is classified as a Minor Arterial with a posted speed limit of 45 mph (**see Figure 87**). The Parkway borders the northern part of the Neighborhood and was opened to traffic in 2007. Under the jurisdiction of Beaufort County, the road parallels US 278 and was constructed to relieve US 278 and provide local traffic with improved mobility options. Traffic signals exist at both Buck Island Road and Simmonsville Road intersections.

SC 46/May River Road borders the Neighborhood to the south, and is a two-lane street that is classified as a Minor Arterial (**see Figure 86**). May River Road provides access to Bluffton and runs east-west, and is under the jurisdiction of SCDOT. Currently, this intersection is not signalized and is controlled by a stop sign on Buck Island Road. May River Road has a posted speed limit of 40 mph.

Buck Island Road is a two-lane street that runs north-south between May River Road and US 278, crossing Bluffton Parkway, and is classified as a Minor Collector (**see Figure 85**). Under the jurisdiction of SCDOT, a stop sign controls the intersection with May River Road, and the intersection at Bluffton Parkway is controlled by a traffic signal. Residents have requested a left turn arrow for north bound traffic. This street has a posted speed limit of 45 mph (see **Figure 87**).

street type	length	percent of total
paved	47,335 Feet	72.77%
unpaved	16,998 Feet	26.13%
planned/future	714 Feet	1.10%
TOTAL	65,047 Feet	100%

Figure 83: Street type and length.

Figure 84: Buck Island Road.

Figure 85: May River Road.

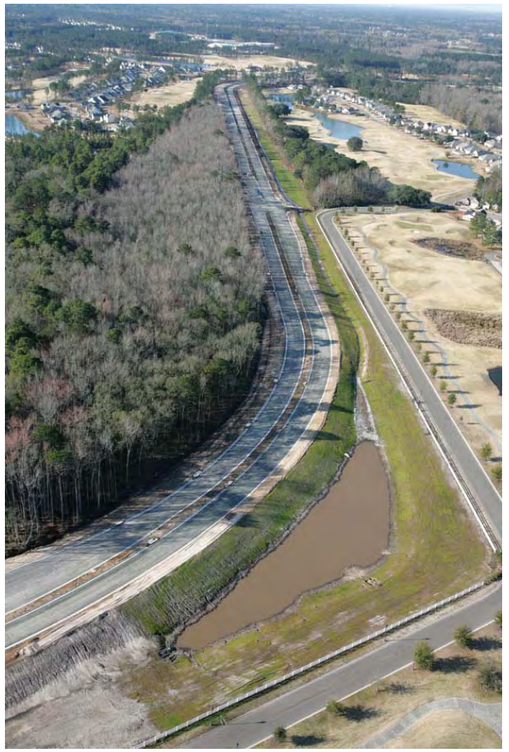


Figure 87: Bluffton Parkway.

Figure 87: Buck Island Road posted speed limit.

Figure 88: There are several speed reduction signs along Buck Island Road and Simmonsville Roads.

Simmonsville Road is a two-lane street that also runs north-south between Buck Island Road and US 278, crossing Bluffton Parkway. Similar to Buck Island Road, it is also under the jurisdiction of South Carolina Department of Transportation (SCDOT) and is classified as a Minor Collector. At its intersection with Bluffton Parkway, a traffic signal controls traffic. Residents have requested a left turn signal for north bound traffic.

New residential and commercial development in and around the Buck Island Simmonsville Neighborhood has led to the increase in traffic on the street network. Because of the residential character of the Neighborhood, the Town should consider requesting that the SCDOT restrict truck traffic from Buck Island and Simmonsville roads. Restricting through truck traffic would lessen the traffic on the roads, as well as improve pedestrian safety.

Many of today's neighborhoods, shopping centers, and other developments are built with cul-de-sacs and looping streets so that there is only one way in and one way out (**see Figure 90**). Everyone must use the same street to enter and exit a development. This creates pockets of isolation and limits the choices people have to travel, forcing them to use certain streets and travel greater distances to get to their destination. In turn, this results in more traffic on our arterials and other streets, including both Buck Island Road and Simmonsville Road.

In the BIS Neighborhood, many new developments such as Wellstone and Hidden lakes are examples of new development with only one point of entry and exit with cul-de-sacs, looping roads, and dead-ends.

Historically, older neighborhoods and cities used a street grid, such as those seen in Old Town and Bluffton Park, as well as cities such as Beaufort, Charleston, and Savannah. This gives people many ways to travel to and from a location and makes travel easier and more time efficient. The street grid is also more efficient and has more capacity than a typical suburban street network that exists in Bluffton, reducing traffic on any one road.

The concept of connecting destinations and improving accessibility is commonly referred to as interconnectivity. Interconnectivity can be accomplished in many ways, such as discouraging neighborhoods with cul-de-sacs and encouraging a gridded street network. Another way is to build or connect developments with streets and pathways, extend streets or pathways from a cul-de-sac and connect to nearby development, use utility easements or go alongside easements, and build new connector roads such as Hyon Road that will connect Buck Island Road and Simmonsville Road. Another example is the proposed frontage road system parallel to US 278 that will connect adjacent properties.

Figure 89: Bluffton's abundance of cul-de-sacs result in poor circulation and have negative traffic impacts.

unimproved streets

Within the Buck Island Simmonsville Neighborhood are 14 public and private streets, which are unimproved - meaning they are unpaved, dirt roads (**see Figure 91**). These unimproved streets are either maintained by the property owners themselves, or by the Beaufort County Department of Public Works.

Some of these private dirt roads represent a potentially dangerous situation because of their condition. The surfaces of these roads are so uneven or narrow that a fire truck or ambulance would have a difficult challenge getting to a house during an emergency. Fortunately, Beaufort County is improving three of the four public dirt roads in 2009: Ballfield, Kitty and Phoenix roads.

Figure 90: Unimproved dirt roads are difficult to maneuver, particularly for emergency vehicles.

STREET OWNERSHIP & MAINTENANCE RESPONSIBILITIES

street	condition	ownership	maintenance responsibility
Ballfield Road	Unpaved	Public	Beaufort County
Brown's Way	Unpaved	Private	Private
Centerfield Lane	Unpaved	Private	Private
Douglis Lane	Unpaved	Private	Private
Henry Jones Drive	Unpaved	Private	Private
Hyon Road	Unpaved	Private	Private
Kitty Road	Unpaved	Public	Beaufort County
Little Aaron	Unpaved	Private	Private
Little Possum Lane	Unpaved	Private	Private
Lotus Court	Paved	Public	Beaufort County
Phoenix Road	Unpaved	Public	Beaufort County
Ripp Rapp Road	Unpaved	Private	Private
Sugaree Drive	Paved	Public	Beaufort County
Tower Road	Unpaved	Public	Beaufort County
Toy Fields Circle	Unpaved	Private	Private
Twin Oaks	Unpaved	Private	Private
Windy Lake Court	Paved	Public	Beaufort County

Figure 91: Street ownership and maintenance responsibilities.

Figure 92: Private road signs are indicated in blue.

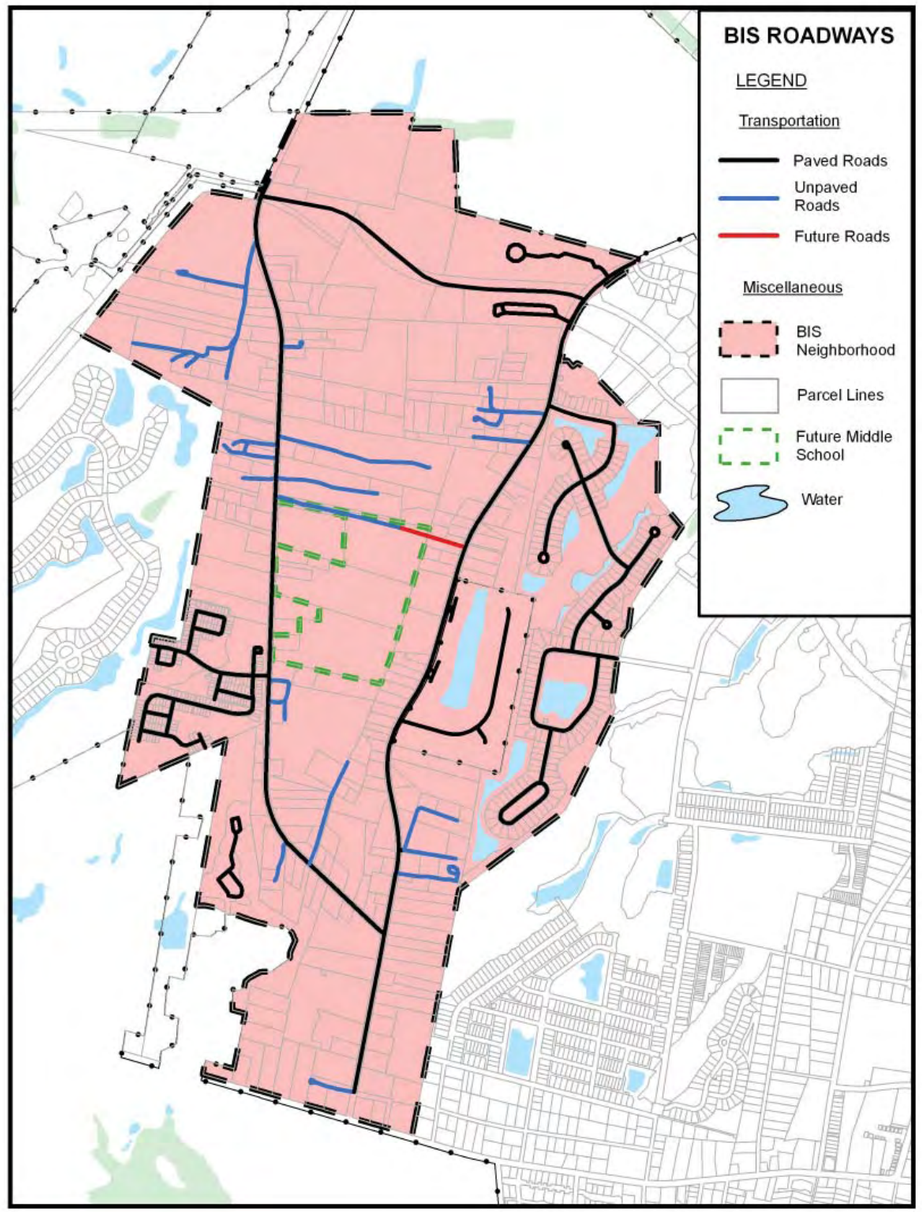


Figure 93: Overall street type in the BIS Neighborhood.

traffic volumes

As part of the BIS Neighborhood Plan, traffic counts were conducted to determine how much vehicular traffic is on Buck Island Road and Simmonsville Road. These counts will assist staff and other agencies in various transportation and land use planning efforts for the BIS Neighborhood.

Study results indicate that the section of Buck Island Road between the Buck Island-Simmonsville intersection and north of the May River Road intersection is the busiest section of street in the Neighborhood with an average of 6,500 vehicles per day. Simmonsville Road between Buck Island Road and Bluffton Parkway carries approximately 4,500 vehicles per day, and Buck Island Road between Bluffton Parkway and Simmonsville Road carries approximately 2,500 vehicles per day. Weekend traffic was noticeably lower on all both roads. **Figure 94 summarizes the results of the traffic counts.**

BUCK ISLAND RD. & SIMMONSVILLE RD. TRAFFIC VOLUMES

Location	Weekday Average (vehicles per day)	Weekend Average (vehicles per day)
Buck Island Rd. (South of Simmonsville Rd., near Resort Services, Inc.)	6,500	4,600
Buck Island Rd. (South of Wellstone Neighborhood)	2,500	1,800
Simmonsville Rd. (North of Buck Island, South of Hyon extension)	4,500	3,750

Figure 94: Traffic volume.

planned roadway improvements

Just north of the Neighborhood, Simmonsville Road from US 278 to Bluffton Parkway is scheduled to be widened from a 2-lane street to a 4-lane street with a median. The project is scheduled to start in spring of 2009 (see figure 103) and take one year to complete. The project is estimated to cost $6 million.

Bluffton Parkway Phase 5B is proposed to extend from Buck Island Road to Buckwalter Parkway. This project is intended to create a continuous roadway from US 278 near the Hilton Head Island bridge to SR 170 and relieve the jog that overlaps with Buckwalter Parkway.

Bluffton Parkway Phase 5B consists of a 4-lane median divided highway with 8-foot wide pathways along each side and will be approximately 2.5 miles in length. The project is currently on hold due to other priorities and a lack of funding. **Figure 95 shows the realignment of Bluffton Parkway.**

Beaufort County Public Works is planning to pave Kitty Road , Ballfied Road, and Phoenix Road in the spring and summer of 2009 (**see figure 97**). Proposed improvements include paving an 18-foot to 20-foot wide street without curb and gutter. Driveways would then be tied into the new street with drainage culverts underneath the driveway. Instead of curb and gutter, drainage swales with rock check dams paralleling the newly paved street will collect and manage stormwater runoff from the street.

Typically, in order to pave unimproved streets, Beaufort County Public Works must first obtain right-of-way and/or easements from adjacent property owners, permission from all utility companies to either cover or relocate the individual utility, and obtain permits from South Carolina Department of Health and Environmental Control (DHEC). Upon obtaining the necessary right-of-way, easements, and permits, the project must then go out to bid and be awarded to a contractor to perform the actual work. This process can easily take between one to two years.

With all new residential developments in and around the BIS Neighborhood, it is becoming increasingly more important to determine the transportation impacts of additional projects on the street system and prior to approving any more large developments.

Various computer simulation models are used to evaluate traffic operations. These models can analyze intersection operations and street networks along a corridor and include the network for a town, county and region.

These models can identify immediate and long term capacity deficiencies and evaluate alternative solutions such as adding turn lanes to intersections, new street connections, and new roads.

Both Beaufort County and Hilton Head Island use a network model (TRANPLAN) to estimate future traffic volumes on the road network based on current volumes and expected development. Bluffton planning staff provides information on approved new developments so the model can be updated to reflect changes. This enables the Town and County to identify where improvements may be needed to meet projected demand and plan for road projects in a timely manner.
In order to provide access to the northern interior portions of the Neighborhood, a north-south road from the Bluffton Parkway to Hyon Road has been discussed. If such a road were installed, it would help eliminate excessive future curb cuts and private drives that may have an adverse effect on the community. However, it is unlikely that public dollars could be justified for building this half mile road, and the property owners do not seem to support this project. If a developer where to assemble a critical mass of this vacant land, then the Town should negotiate the construction of this north-south road to serve the development, thus limiting impacts on Buck Island and Simmonsville roads.

Street	Length	Estimated Cost
Ballfield Rd	0.2 miles	$120,000
Kitty Rd.	0.2 miles	$120,000
Phoenix Rd.	0.1 miles	$60,000
Source: Beaufort County Public Works		

Figure 96: Proposed street improvements.

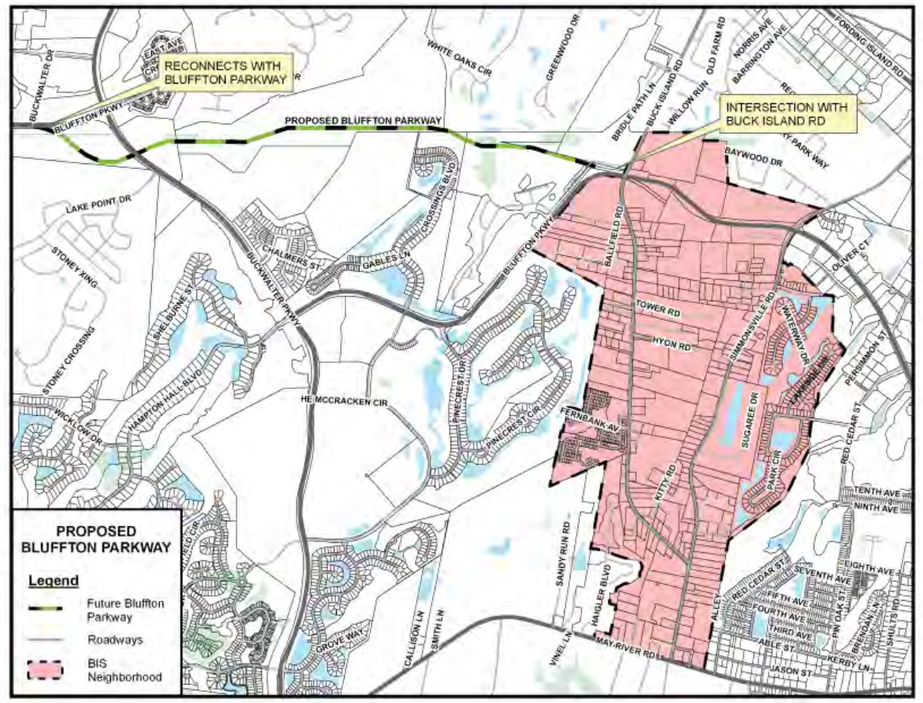


Figure 95: Future realignment of Bluffton Parkway.

Figure 97: Existing Bluffton Parkway.

Having multiple roads for drivers to use helps create a safer, more walkable community by lowering the traffic volumes and vehicle speeds. Connector roadways not only spread traffic onto more streets, thereby lessening the burden of any one or two streets, but they also provide more efficient access throughout the Neighborhood. Emergency vehicle access will also be enhanced, allowing faster response times for emergency personnel.

The Town of Bluffton, in cooperation with Beaufort County and the South Carolina Department of Transportation, should set up a system to respond to neighborhood traffic that could include evaluation of traffic calming measures where conditions may be improved.

The intersection of Buck Island and Simmonsville is not the safest or most functional due to its angled orientation. Old Carolina, as part of its traffic mitigation associated with the impacts caused by Old Carolina Apartments, is required to improve this intersection with a northbound dedicated left turn lane on Buck Island; however, the BIS nieghbors have requested that the Town evaluate the feasibility of a roundabout at this location. The roundabout might provide a gateway element and also reduce traffic volumes and speed. Conceptual drawings indicate that a roundabout would require additional right-of-way from adjacent property owners, but this could be incoporated into the redevelopment site on the east. Of course, any changes to the intersection will have to be approved by SCDOT. **Figure 98 shows the existing intersection, while Figures 99 and 100 show conceptual upgrades.**

Figure 98: Current Buck Island Road/Simmonsville Road intersection.

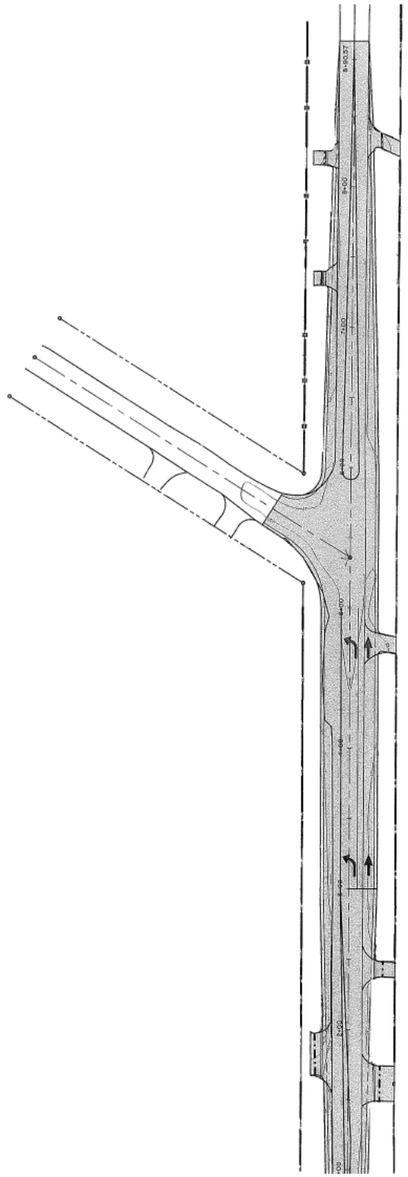


Figure 99: Conceptual left turn lane at the Buck Island Road/ Simmonsville Road intersection to be installed by Old Carolina.

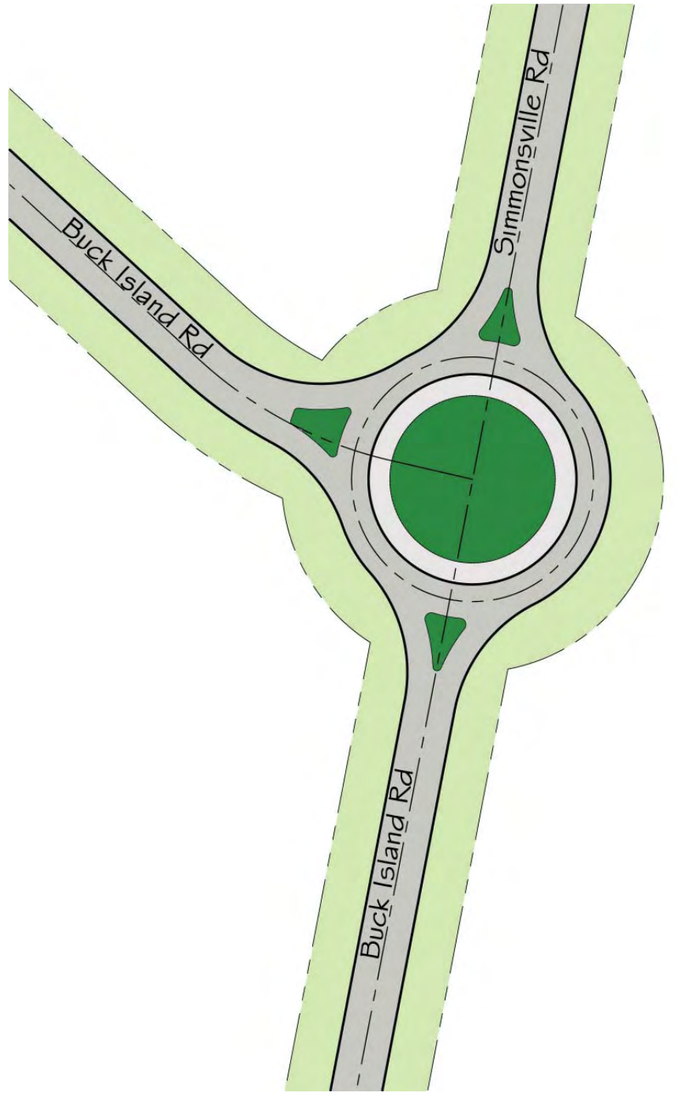


Figure 100: Conceptual roundabout at the Buck Island Road/ Simmonsville Road intersection.

sidewalks & pathways

During the planning process, a large volume of pedestrian traffic was observed throughout the study area despite the absence of sidewalks. Pedestrian traffic often occurs within the roadways and along the edge of roads where no sidewalks exist. This is obviously a highly unsafe practice but is one of necessity for many BIS residents. The only existing sidewalks in the community are along the Bluffton Parkway and along the northern portion of Simmonsville Road.

Walking and bicycling are viable modes of transportation. For many of the residents, walking and bicycling may be their primary mode of transportation. When compared to driving a car, walking and bicycling reduce pollution, reduce wear and tear on the roads, and are more environmentally friendly.

Figure 101 indicates walking distances to local school and parks via existing and proposed routes.

According to the National Highway Traffic Safety Administration (NHTSA), 4,654 pedestrians in the United States were killed in traffic crashes in 2007, of which 106 occurred in South Carolina. Most pedestrian fatalities occurred in urban areas, at non-intersection locations, at night. According to the Insurance Institute for Highway Safety, "Pedestrians are the second largest category of motor vehicle deaths, after occupants." An unfortunate pedestrian fatality occurred in September 2008 when a Bluffton resident was walking near her home along Buck Island Road just south of Simmonsville Road and was struck by a car. No sidewalks exist along the street for pedestrians, nor is there any street lighting to improve visibility at night.

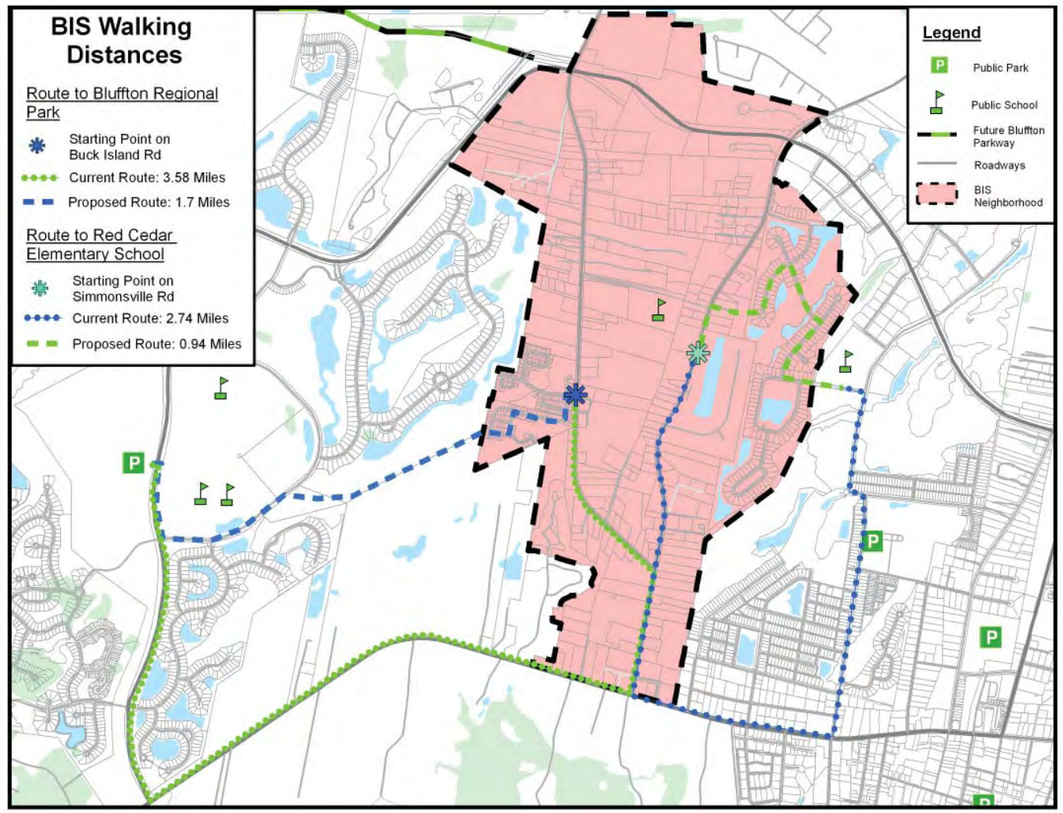


Figure 101: Current and proposed walking distances from the BIS Neighborhood to adjacent amenities.

Pedestrians must walk in the street or dangerously close to moving vehicles on what little shoulder exists within the BIS Neighborhood. This problem is further compounded by the roadside drainage ditches that accommodate water but are difficult to traverse. At nighttime, driver visibility is considerably shorter than daytime because vehicle headlights only provide visibility for a few hundred feet in front of the car.

Street lighting would improve driver nighttime visibility and increase driver perception and reaction to the conditions ahead, including the opportunity to see pedestrians, bicyclists, and other objects in or along the road.

A bicycle and pedestrian transportation system that effectively serves the needs of cyclists and pedestrians, encourages alternative transportation, and provides a continuous network of attractive pathways throughout the BIS Neighborhood, is a priority for residents.

Planning for pathways along Buck Island and Simmonsville roads is critical to accommodating pedestrians and cyclists. On one side of the street, Buck Island Road would need approximately 10,225 linear feet and Simmonsville Road would need approximately 5,800 linear feet.

Installing sidewalks could require additional right-of-way or easements, possible utility relocations, cutting down trees, driveway reconstruction and other challenges associated with construction of sidewalks. However, if the property owners, Town, and County work together, appropriate pathway locations can be built in the near future.

Figures 102 and 103 show conceptual street sections and pathway placement options.

The Beaufort County School District, as part of the new Bluffton Middle School, will be installing 970 linear feet of sidewalk on Buck Island Road, 50 feet of sidewalk along Simmonsville Road, and 2,000 linear feet along Hyon Road. However, these limited sidewalks will not provide adequate safe routes to the school. The School District does not normally provide bus service within a 1.5 mile radius of a school, but in this case, the District is committed to busing students to the school until pathways are installed (**see Figure 105**).

If funds are available, as part of the Phase 1 Buck Island Sewer project, the Town of Bluffton will also be installing pathways on top of the sewer as it runs along Buck Island Road. This sidewalk measures approximately 3,325 feet in length and will connect to the sidewalk that leads to the new middle school. With these improvements, a total of 9,750 linear feet remains to be built on both Buck Island and Simmonsville Roads.

Figure 104 shows current and proposed future pathways in and around the BIS Neighborhood.

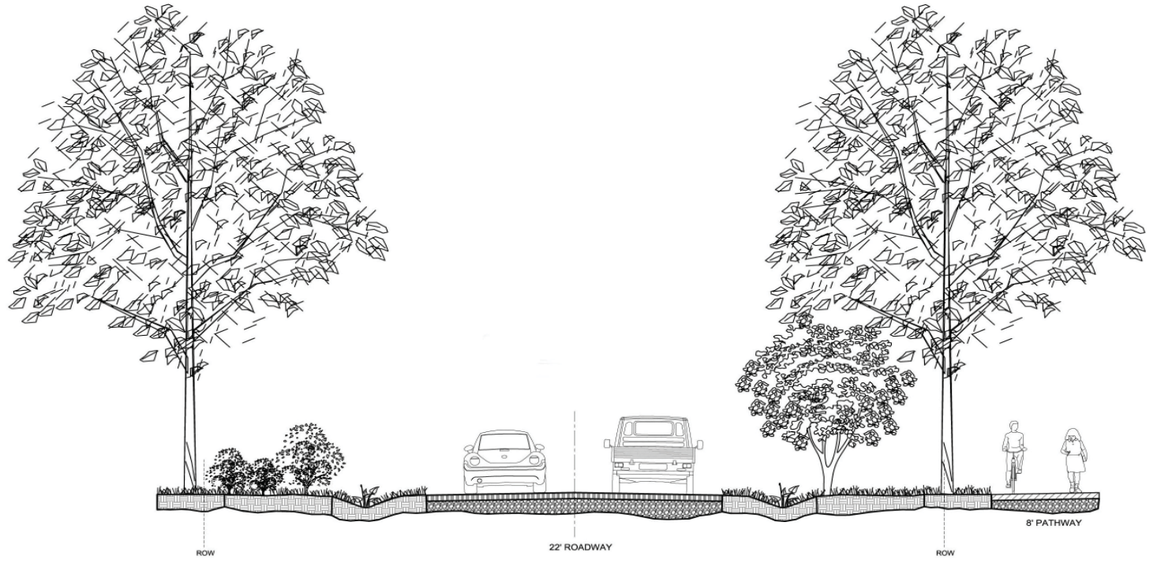


Figure 102: Conceptual streetscape with safety separation between road and pathway. Pathway is located on private property with an easement.

Figure 103: Conceptual streetscape with pathway adjacent to roadway.

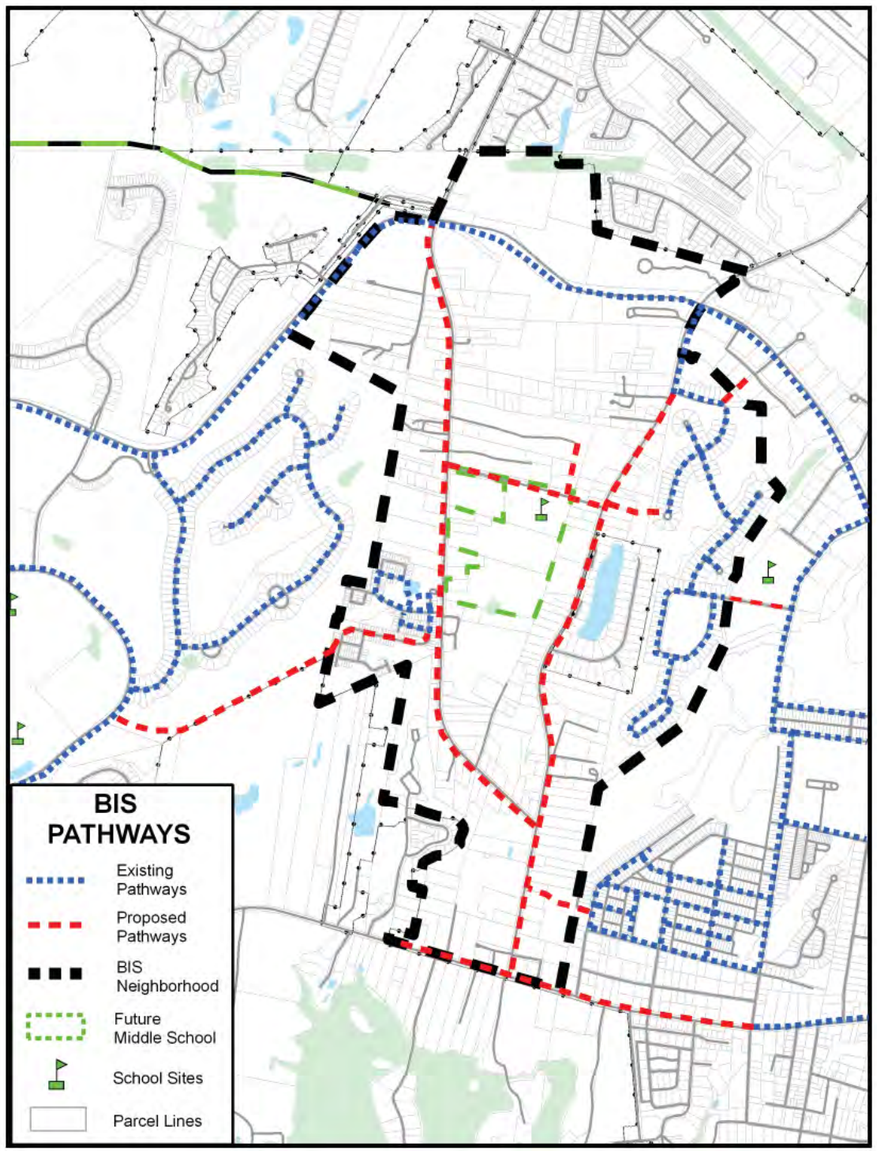


Figure 104: Pathways in and around the BIS Neighborhood.

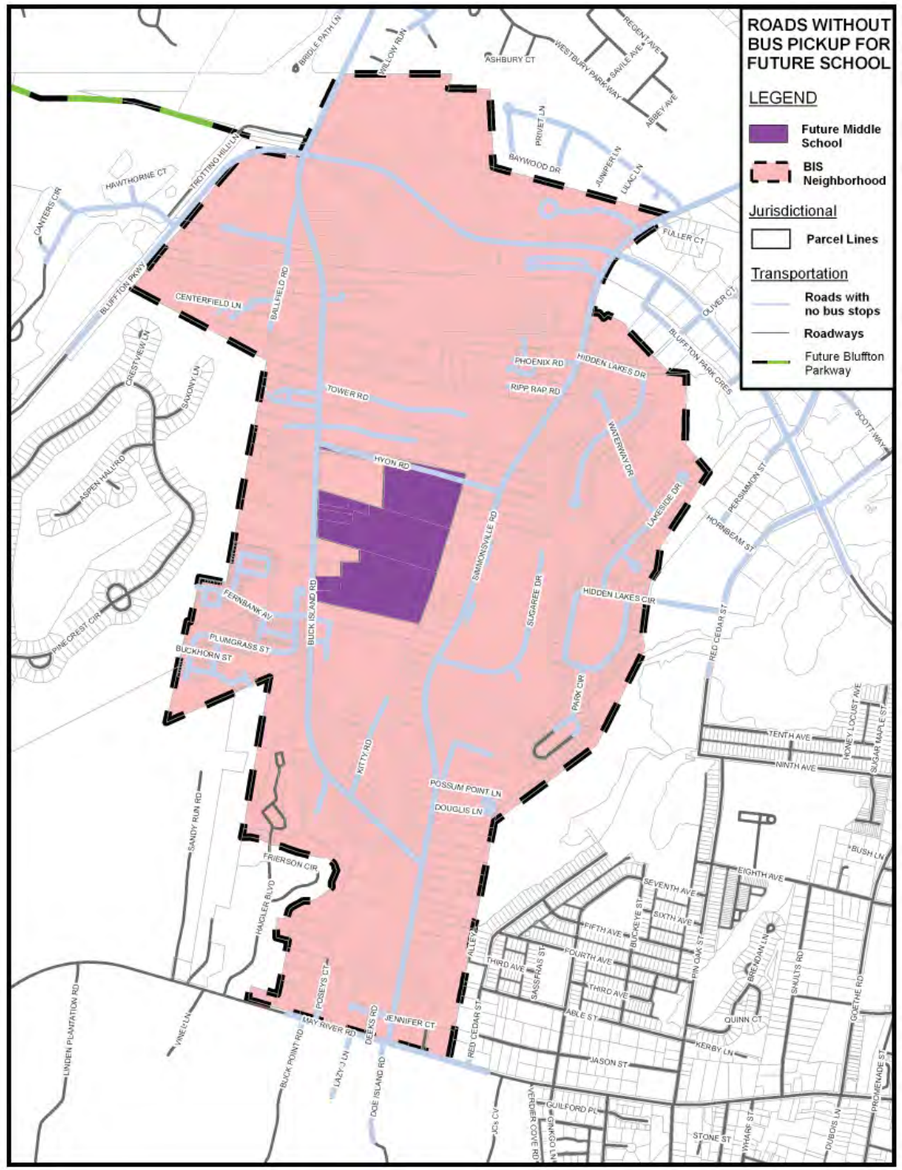


Figure 105: BCSD policy does not provide for bus service within 1.5 miles of a school if sidewalks and other safety considerations are in place.

public transit

The Lowcountry Regional Transportation Authority (LRTA), established in 1978 under the Regional Transportation Authority Law, provides transit service for people commuting to various jobs on Hilton Head Island and points in between. Additional services provided by LRTA include Medicaid transportation, Job Training Partnership Act (JTPA) transportation, vanpooling, and human service agency transportation. The public busing system established is called the Palmetto Breeze.

Today, Palmetto Breeze provides an alternate mode of transportation. It provides fixed route and demand response or "dial-a-ride" services, where patrons can call and schedule to be picked up and dropped off at various locations. Additionally, riders may flag-down a bus at any time, giving people more access to bus service than the typical transit system. Additional transportation services include contract services with various social welfare service agencies and resort hotels and a medical transportation service which utilizes volunteer drivers.

Route 503 runs through the Buck Island Simmonsville Neighborhood, and Route 308 stops at Resort Services, Inc., where an estimated 20 to 30 people regularly use Palmetto Breeze for their transportation to and from work. Some common stops in the Buck Island Simmonsville Neighborhood area include:

- Roses Day Care—Buck Island Road
- Resort Services Inc.— Buck Island Road
- Bluffton Eagle Field— Buck Island Road
- Vista View Apartments— Haigler Boulevard

As demand increases over time through increases in ridership, Palmetto Breeze can adapt and add stops where needed to serve the community.

Figure 106: Palmetto Breeze buses

traffic & transportation recommendations

Create better street signage for road identification	TOB, BC
Provide streetscaped entry ways into the BIS Neighborhood (Buck Island from May River to Simmonsville, Simmonsville from Bluffton Parkway to Hidden Lakes, and Buck Island from Bluffton Parkway to Ballfield)	TOB, NO
Enforce maintenance standards for private roads to ensure EMS efficient access and proper stormwater management	TOB, BC
Conduct quarterly detailed traffic counts on Buck Island and Simmonsville to monitor changes resulting from school, traffic calming, and other road improvements	TOB
Ensure interconnectivity by extending Box Elder between Hidden Lakes and Red Cedar Elementary	TOB
Determine a pathway phasing plan in conjunction with sewer and school project and adopt in CIP, as well as establish a pathways phasing plan for the remaining portions of BIS that include financing options (including SCDOT, impact fees, CIP, and other funding sources).	TOB, PO, BCSD
Acquire sewer and pathway easements for construction	TOB, PO, BCSD
Establish an annual maintenance budget for pathways	TOB
Install a roundabout or signal at Buck Island Rd and May River Rd intersection	BC, TOB
Install a roundabout at Buck Island Rd and Simmonsville Rd intersection	BC, TOB
Adopt an interconnectivity ordinance to address pathway easement acquisition and vehicular connections	TOB
Restrict truck traffic on Buck Island and Simmonsville	TOB

KEY:
AC-Advisory Committee; BC-Beaufort County; BCSD-Beaufort County School District; NO-Neighborhood Organization; PO-Property Owners; SCDOT-SC Department of Transportation; TOB-Town of Bluffton

police

Currently the Bluffton Police Department has a department of 38 staff. During each shift there is at least one officer assigned to each district and one officer who is able to assist each district as needed.

Based on data received from the Police Department, there were 847 calls for service within the BIS Neighborhood from January 1, 2008 to October 6, 2008. These calls for service were for Buck Island Road, Simmonsville Road, Wellstone, and Hidden Lakes. There were 429 total offenses for these areas in the same time frame.

The Bluffton Police Department responds to a variety of types of service calls. They respond to alarm calls, including both residential and business alarm activations. They also respond to vehicle collisions, noise complaints, and other disturbances. Disturbances include calls for disorderly conduct and other general behavioral issues that do not necessarily result in criminal charges. They also respond to calls for Domestic Disputes and other Criminal Domestic Violence cases. Domestic Disputes do not result in criminal charges, while Criminal Domestic Violence cases do result in criminal charges.

The top five types of crimes in the Buck Island Simmonsville Neighborhood have been identified as:

- Assault and Battery, including Criminal Domestic Violence, and any other physical disturbance calls. The statistics combined both Simple Assault & Battery and Assault & Battery that may involve a weapon (High and Aggravated).
- Vandalism, including fired gun shots.
- Larceny, including thefts, illegal use of credit cards, and financial frauds.
- Unlawful Communication, including phone and internet based harassment complaints.
- Burglary.

In the meetings and discussions that have taken place with community residents, the issue of Criminally Reckless Behavior was the number one issue that made the residents feel unsafe. Drugs, potential gang activity, alcohol, and gun culture are the issues that are causing fear for the residents of BIS.

Specifically, the residents have voiced concerns about:

- Drugs
- General Disturbances
- Traffic concerns (speeding, reckless, DUI, crashes)
- Property Crimes
- Alcohol Crimes

A large percentage of the criminal activities that take place can be linked to drug-related crimes. Many arrests that were made in burglary cases were found to have drug connections. Many of the disturbances, particularly shots fired or shooting complaints, were concentrated in areas with high drug activity.

Much of the information gathered through interviews by law enforcement closely aligns with the concerns of BIS Neighborhood residents. Officers specifically spoke about the drug culture that has invaded the BIS area and the fear that it causes among the majority of residents. The officers mentioned that the jurisdictional holes cause a problem in policing because many of the criminals escape into those areas or come from those areas. In addition they mention poorly marked roads and dirt paths as areas that are difficult and dangerous for police to access.

Quality policing requires a strong partnership between police and the communities they serve. It is critical that regions or areas develop advisory groups to help police address specific issues. This group would help identify issues and communicate with affected citizens.

Figure 107: Police presence is a major factor in reducing crime.

Figure 108: Police officers on bicycles can access more areas than those in cars.

Figure 109-111: After school activities are proven to keep kids safe and offer educational opportunities.

The long term plan for the Bluffton Police Department calls for the establishment of a neighborhood services/community services division. This division would be responsible for working hand in hand with neighborhoods to eliminate long standing or complicated problems. Some of the services offered would be residential safety checks, the establishment of a crime free housing zone (this technique is used widely in Savannah, GA with great success), provide crime prevention assistance, and would provide continuity to the neighborhood organization. The BIS Neighborhood should be the first zone to receive a neighborhood services officer.

The Bluffton Police Department has relied on the Beaufort County Drug Task Force for its drug operations for over three years. While some impact has been made, it is critical that the Town's Police Department assume responsibility for this function and focus its efforts on assisting Town residents. The department has established the Problem Solving Team to begin tackling this effort. The team will focus on the elimination of areas where drugs, drug dealers, and drug users feel safe in conducting their illicit activities. The team will also look to partner with other entities that may assist in this task. Finally, the drug enforcement plan for the BIS Neighborhood should be reviewed with the above mentioned committee so that all citizens are aware of the Police Department's activities.

It has been shown that an area which appears to be abandoned or rundown attracts a criminal element. This theory is commonly called the "broken windows" theory. It is critical that the BIS Neighborhood clean up and remove all debris, trash, abandoned vehicles, and dilapidated residences. Once criminals realize that this area is valued and cared for, they will understand they cannot hide there.

The police department believes that the new middle school will provide a good opportunity to establish after school programs that keep kids safe and engaged. Studies have shown areas with boys and girls clubs, police athletic leagues, and other safe education based programs have significantly lower violent crime numbers then similar areas without those programs. It is a matter of public safety priority to provide places and activities for juveniles, so that they do not fall prey to criminals.

On a number of occasions, officers' response to criminal activity has been delayed due to poorly marked roads in the BIS Neighborhood. In addition to poorly marked roads, there is a series of unnamed and unmapped dirt paths that allow criminals avenues of travel outside of public view.

The rate of traffic crashes in the BIS Neighborhood is quite high, and Simmonsville Road was recently cited in a state report as one of the deadliest roads.

The Bluffton Police Department must develop traffic control strategies that include aggressive enforcement but also some traffic calming measures to decrease speeding violations along thoroughfares. This is essential with the opening of the new middle school. Unfortunately, the narrow road and lack of shoulders do not lend themselves to traditional traffic enforcement so alternate strategies should be developed. These could include the use of bikes or motorcycles to monitor speed.

Crime typically occurs in the dark, making it critical to get adequate street lighting on Buck Island and Simmonsville roads. This will not only make the area less inviting for criminal activity, but the lighting will increase traffic safety. This could be incorporated with the sewer and pathways projects as each phase is completed.

Figure 112: Police also help at traffic accidents.

fire

The study area is within the service coverage jurisdiction of two fire stations, each with varying response times and dispatch personnel. The response times listed below are given from the shortest time it takes a responder to reach a point of access within the Buck Island Simmonsville (BIS) Neighborhood to the longest time it may take for a responder to reach the approximate point of transition:

- Station 30 (located at the corner of Burnt Church Road and Bridge Street): Dispatch of Engine 320 – Response time: 3-7 minutes
- Station 35 (located along Highway 278): Dispatch of Engine 325, Truck Company 275, service/support unit, and Battalion Chief – Response time: 4-7 minutes

The fire department is operating under an ISO classification of 3 for locations within 1,000 feet of a fire hydrant for the Neighborhood. ISO classifications measure a community's ability to provide public protection in the event of a fire, with a scale ranging from Class 1 (exemplary public protection) to Class 10 (fire-suppression program does not meet ISO minimum standards).

Specifically focusing on the BIS Neighborhood, local fire officials have taken note of several complications and issues that are currently impeding the department's efforts to provide the most complete fire coverage possible for the area. The department has found that the Neighborhood possesses a large amount of unimproved, narrow driveways with numerous potholes, ruts, and other problems that make it either very difficult or nearly impossible to operate a fire apparatus. Many of these driveways were allowed through the subdivision of land parcels under the purview of Beaufort County.

As a result of these subdivisions, many structures do not have a posted address and street lighting has been noted as being inadequate in locations, making it difficult for responders to locate a property in the event of an emergency. Fire officials also cite the presence of deep drainage ditches along roadways and within property boundaries as factors that restrict their ability to properly attack a growing fire situation and access buildings. Piles of debris and abandoned vehicles located throughout the Neighborhood also impede the department's ability to fight fires and can become fire hazards in and of themselves

Figure 113: Bluffton fire station

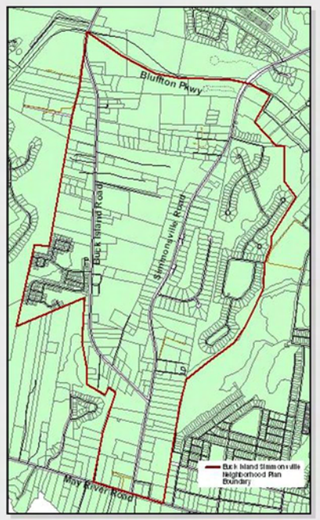
public safety recommendations

Decrease the speed limit on Buck Island Rd and Simmonsville Rd to 35mph	SCDOT, TOB
Utilize speed monitors to create driver awareness of posted speed limits	TOB
Evaluate the use of bicycle and motorcycle officers to enforce speed limit (lack of shoulder for traditional enforcement)	TOB
Ensure that the Bluffton Middle School and Eagles Field are built/redeveloped with CPTED strategies	TOB
Provide free exterior lights or motion detectors to residents	TOB
Addresses on all structures for EMS	TOB
Establish a neighborhood public safety advisory committee	TOB, NO
Establish a Neighborhood Services Division	TOB
Establish a Drug Enforcement Plan	TOB
Assist in the creation of after-school programs (seed money)	NO, BCSD
Map and sign all pathways and roads	TOB
Install street lighting on Buck Island Rd and Simmonsville Rd	SCDOT, TOB

KEY:
AC-Advisory Committee; BC-Beaufort County; BCSD-Beaufort County School District; NO-Neighborhood Organization; PO-Property Owners; SCDOT-SC Department of Transportation; TOB-Town of Bluffton

APPENDICES

BUCK ISLAND ROAD AND SIMMONSVILLE ROAD NEIGHBORHOOD COMMUNITY PROFILE SHEET*



BACKGROUND HISTORY

- Annexed into the Town on December 29, 2005.
- 473 Parcels were annexed through the BIS annexation process.
- The boundaries for the neighborhood planning area are: to the north, Bluffton Parkway, Simmonsville Road to the East, Buck Island Road to the west and May River Road to the south. (The current neighborhood planning area does not include entire annexation area).

Existing Conditions

Population

- According to the 2000 Census, approximately 1,492 people reside within the entire Buck Island/Simmonsville Road annexation area. (Source: 2000 Census).
- The population is 53.5 percent non-white, compared with a non-white population of 36.8 percent for the town as a whole. (Source: 2000 Census).
- The average number of persons per housing unit within the annexation area, or average household size is 3.05, compared with the current Town household size of 2.68. (Source: 2000 Census).

Land Use

- Predominantly residential in nature.
- Some commercial and light industrial developments also exist in the community.
- The residential communities of Hidden Lakes, Windy Lakes and Wellstone are within the community and are Planned Unit Developments. These three communities will not be included in the planning area, although residents will be informed of meetings and welcome to participate.

Housing

- 311 properties were surveyed during February and March 2008.
- 268 residential properties in the area were surveyed and 15 commercial.
- Main purpose of the inventory was to verify addresses for the local census update.
- There were a total of 92 single family detached homes inventoried and two (2) single family attached.
- Mobile homes are the most common homes within the area, occupying over 56% of the properties in the area.
- Of the 174 mobile homes in the subject area, 34 appear to be either in fair or unsafe condition, 17 of those are believed to be currently occupied.

BUCK ISLAND ROAD AND SIMMONSVILLE ROAD NEIGHBORHOOD COMMUNITY PROFILE SHEET*

Transportation

- Road network within the area consists of mostly state roads with road maintenance provided by SCDOT. There are also a few county roads and private roads in the community.
- Existing roads are two lane roads and are heavily traveled by both pedestrians and vehicles. Speed limits are as follows:

Buck Island Road	40MPH
Simmonsville Road	40MPH
Bluffton Parkway	45MPH
May River Road	30MPH

- Limited number of sidewalks available or pedestrian connections, which make travel for pedestrians unsafe.
- 2007 Traffic Volumes (Average Annual Daily Traffic)

Buck Island Road from SC 46 to Simmonsville Road	7,700
Buck Island Road from Simmonsville Road to US 278	3,300
Simmonsville Road from Buck Island Road to US 278	4,400

(Source: SCDOT)

Public Facilities

- Beaufort Jasper Water Sewer Authority provides water and sewer service to town residents.
- Due to the rural nature of some properties in the area, residents currently use a septic system for sewer needs.
- During the community survey, 82% of the properties that were found to have drainage issues were located in the BIS area.

Public Safety

- Currently Bluffton Police Department has a department of 38 staff: one (1) chief of police, two (2) support employees and three (3) part time crossing guards.
- Top five types of crimes in the Buck Island and Simmonsville Road area have been identified as: 1) Domestic, 2) Drugs, 3) Vandalism, 4) Burglary, and 5) Shootings.
- Based on data received from the Police Department, crime during 2007 had declined but rose 10% from January 1, 2008 – March 31, 2008.

**Inventory gathered for Data Inventory Sheet is a draft and is not finalized.*
Source: Town of Bluffton Planning Growth & Management.

Buck Island & Simmonsville Roads Neighborhood Plan:
KICK-OFF - COMPILED GROUP SUMMARIES
JUNE 2, 2008 - TOWN HALL - 6PM

Years of Residency?

YEARS	NUMBER OF RESIDENTS
1-10	11
10-20	8
20-30	16
30 OR MORE	15
OTHER (OUTSIDE OF AREA)	2
TOTAL	**52**

What do you like about the community?

1. Single-family housing (no apartments)
2. Trees and aesthetically pleasing landscaping
3. Peaceful and quiet neighborhood
4. Rural residential setting and low density environment
5. Privacy
6. Quaint character
7. Off Rte. 278, off parkways, neighborhood with kids and yards
8. Space, large lots and houses
9. Location
10. Affordable area

What do you dislike about the community?

1. Traffic and congestion
2. Traffic light at Simmonsville and the Bluffton Parkway (going north on Simmonsville, there is no left arrow to turn on the Parkway- dangerous)
3. Trash on streets (especially from vehicles going to the County convenience center)
4. No vegetative buffer around the dump
5. Crime (especially around apartments)
6. Planning geared toward developers
7. Lack of safety at Buck Island and SC 46 intersection
8. No lights
9. Unfinished circle at SC 46 (Bluffton Road) and Bluffton Parkway (out of project area)
10. Clear-cutting
11. New high-impact development
12. Dirt roads – maintenance and condition of existing dirt roads, access to property using dirt roads
13. Drainage problems with dirt roads
14. School and related traffic
15. No sidewalks for pedestrians
16. Run-down condition of Eagles Field
17. Specimen trees being removed.
18. Housing - lack of maintenance, rundown condition, some residences vacant and unoccupied.
20. Proposed school is coming before sidewalks
21. There is hope for Buck Island, but not Simmonsville – Simmonsville Road houses are closer to street, not allowing as much room for widening, sidewalks and turn lanes

Buck Island & Simmonsville Roads Neighborhood Plan:
KICK-OFF - COMPILED GROUP SUMMARIES
JUNE 2, 2008 - TOWN HALL - 6PM

dislikes continued -

22. Town needs to listen to what community wants instead of developers
23. Issues with drainage along roadways when it rains or storms
24. Lack of recreation/open space within the community
25. Litter
26. Lack of enforcement of Town Codes

Desired Changes you'd like to see in the community?

1. Maintain low density housing
2. Prevent clear-cutting
3. Ensure landscape buffers, increase width and ensure restoration with existing development and proposed
4. More landscaping and higher percent of open space
5. Housing improvements – improve appearance and maintenance. Clean up abandoned and unsafe housing.
6. Grants and financing for improvements – would like to know what grants, funding mechanisms, cost-sharing, creative financing opportunities, etc. are available to improve housing, run sewer, and pay for other infrastructure needs.
7. Sidewalks
8. Notice about new development in the neighborhood along with an opportunity for input.
9. Improve and upgrade the ballpark. Identify areas for parks and open spaces
10. Trees – preserve
11. Pave the dirt roads
12. Community Center
13. Dog Park
14. Remain residential, no more commercial
15. No more development until roads are widened - Moratorium
16. Town listens to what community wants instead of developers
17. Updated infrastructure - sewer
18. Improve traffic along corridors
19. Litter control
20. Look into programs that deal with property maintenance/up-keep to encourage those that can not afford to do so.
21. Better address or identify affordable housing mechanisms for the community
22. Identify areas for bike paths, sidewalks & signage
23. Sensitive placement/ integration of commercial development within the community
24. Police Department should provide more of a community presence
25. Better enforcement of Town Ordinance
26. Better landscaping of new & existing developments; recycle facility needs better landscaping.
27. Town Services - provide equal services for all residents
28. More traffic lights (timing, safety and reconfiguring)

Are you planning to stay in the community?

1. Yes, most participants
2. Yes, more affordable than other areas in the town

Buck Island & Simmonsville Roads Neighborhood Plan: Workshop I - GROUP VISIONING SUMMARIES **JUNE 16, 2008 - OSCAR FRAZIER COMMUNITY CENTER - 6PM**

	LAND USE	***HOUSING***	***TRANSPORTATION***	***IDENTITY BRANDING****

GROUP I	• Keep the neighborhood residential
	• Maintain current zoning
	• Consider commercial on a case by case basis (suggested only by Paul Hamilton and William Bennett)
		• Assist with the physical condition of existing homes
		• Pave streets, create bike paths and parks
		• Mix up the density (low density can create sprawl)
		• Mobile homes are ok; maybe add modular home/small series homes
		• Create residential buffers
		• Create an incentive to hook into sewer for LMI
		• Heirs property; fixed income assistance
		• Create more SF market rate and affordable homes
		• Provide loan interest loans for owner occupation
		• Habitat infill
		• Provide free paint and septic maintenance
		• School traffic is impacting the residents
			• Install sidewalks on both Buck Island and Simmonsville Roads
			• Would like to see bicycle lanes and/or a pathway along Buck Island and Simmonsville Roads (not as much interest compared to sidewalks, but still important).
			• Provide a bicycle lane or path along Hyon Road
			• Southeast Property Development - w/ a proposed gas station, concern expressed about children walking and bicycling down Simmonsville Road, to and from school and homes (Need sidewalks and a pathway).
			• Install street lights
			• Install either a traffic signal or roundabout at SR 46 and Buck Island Road. People were concerned about congestion at that intersection and the difficulty of making left turns from Buck Island Road onto SR 46.
			• Concerned about traffic speeding through neighborhood
			• The posted speed limits on both roads are too high; people would like to see them reduced to either 35mph or 40 mph maximum
			• Bluffton Parkway & Goethe Road – difficulty making left turns from Goethe Road onto Bluffton Parkway, part of this problem is caused by traffic using the roundabout at Bluffton Road.
			• People wanted to know about the proposed improvements that would be constructed as part of the school, the scope of the work and the schedule.
				• Gateways
				  • Locations
				  • May River Rd & Buck Island Rd
				  • Buck Island Rd & Bluffton Parkway
				  • Simmonsville Rd & Bluffton Parkway
				  • Split of Buck Island Rd & Simmonsville Rd
				  • Most Important Gateway: Buck Island Rd & Bluffton Pkwy
				  • Strong need to enhance the ball field since it is the main gateway
				  • All groups agreed this is the main gateway
				  • BIS is a gateway to Old Town Bluffton
				  • Gateway Improvements
				  • Bellfield enhancements
				  • Screen Dump
				  • Streetscape extended to BIS neighborhood
				  • Better Signage to identify the roads
				• Neighborhoods within the BIS area
				  • Few residents named Wellstone, Windy Lakes, & Hidden Lakes. Most agreed there are no neighborhoods within the neighborhood. Only parcels defined by Family names, but they are all one family/neighborhood.
				  • No need to rename/brand Buck Island Simmonsville Community (unanimous)
				• Miscellaneous Facts
				  • Simmonsville Rd named after property owner William (Billy) Simmons
				  • Buck Island Rd named after Buck Island Plantation where many families were employed in the past
				  • Laundry facility might not be beautiful but is very important to the community due to the number of jobs it provides
				  • Community members interested in working with school to hold annual gathering to raise money to be used within the community for improvements.
				
				*All four groups are summarized as one due to the responses being so similar for every group.

GROUP II	• Keep the neighborhood residential • Improve roads • Maintain current zoning • Keep the neighborhood family-oriented • Acquire land for open space and recreation • Visually buffer county dump • Consider transportation before any development	• Waive the mobile home impact fee • Provide incentives to get residents into "better" housing • Provide housing improvement funds • Remove junk • Offer grants and loans • Offer tax incentives/rebates • Elderly and long-term residents are a priority • Get renters into their own home • Section 8 is ok for SF homes • No more density • Provide sewer fee assistance • Provide more detached SF homes • Improve Eagles Field; provide a park at Buck Island & Simmonsville Road	• Install sidewalks on both Buck Island and Simmonsville Roads. • Would like to see bicycle lanes and/or a pathway along Buck Island and Simmonsville Roads. • Southeast Property Development – would like to see a bus stop at that location. • Would like to see LRTA use the smaller buses and have more stops in the neighborhood. • Install street lighting • Install either a traffic signal or roundabout at SR 46 and Buck Island Road. As in Group 1, people were concerned about congestion at that intersection and the difficulty of making left turns from Buck Island Road onto SR 46. • Concerned about traffic speeding through neighborhood • The posted speed limits on both roads are too high; people would like to see them reduced to either 35mph or 40 mph maximum. • Bluffton Parkway & Goethe Road – difficulty making left turns from Goethe Road onto Bluffton Parkway, part of this problem is caused by traffic using the roundabout at Bluffton Road. • Build new road south of Centerfield Road • People wanted to know about the proposed improvements that would be constructed as part of the school, the scope of the work and the schedule.	

Buck Island & Simmonsville Roads Neighborhood Plan: Workshop I - GROUP VISIONING SUMMARIES **JUNE 16, 2008 - OSCAR FRAZIER COMMUNITY CENTER - 6PM**

	LAND USE	***HOUSING***	***TRANSPORTATION***	***IDENTITY BRANDING***
GROUP III	• Ensure compatibility between future land uses and zoning (especially between the school and Southeastern Property) • Improve roads • Protect home based business and ensure legal continuation of existing businesses • No additional gas stations • Commercial north of Southeastern Properties (Renty Kitty)	• There are too many apartments-too much density • Provide affordable housing • No mixed-income (the upper income residents push the lower income residents out) • Provide down payment assistance to get people into their own homes • Section 8 for SF, but not MF (no more Bluffton House examples) • Stabilize existing income base • Install a police substation • JV with property owner & small developer for infill, I including JV commercial	• Install sidewalks on both Buck Island and Simmonsville Roads. • Want pathways and NOT bicycle lanes on Buck Island and Simmonsville • Install street lights • Install either a traffic signal or roundabout at SR 46 and Buck Island Road. People were concerned about congestion at that intersection and the difficulty of making left turns from Buck Island Road onto SR 46. • Concerned about traffic speeding through neighborhood. • The posted speed limits on both roads are too high; people want to see them reduced; traffic speeding problems. • People wanted to know about the proposed improvements that would be constructed as part of the school, SED, the scope of the work and the schedule. • Bluffton Parkway and Buck Island/Simmonsville Road intersections – problems making left turns from the side streets onto the Parkway (poor sight distance). • Traffic signal timing for left turns needs from the Parkway onto the side streets needs to be checked. • Add roundabouts to SR 46/Buck Island Road and to Buck Island/Simmonsville Road intersection. • Check street curvature - difficulty seeing around curves. • Widen the streets sparingly	
GROUP IV	• No new commercial development (because of property tax hikes) • Improve roads • Upgrade and enhance community- housing rehab and restoration	• No more apartments • SF affordable • Modular homes are ok • Provide repair assistance • Long standing residents are a priority/provide subsidies on a need basis • Emphasize owner occupation • Provide tax rebates • Promote assistance to neighborhood • Assist with septic maintenance • Stabilize existing income base • Clean up existing property/remove junk	• Install sidewalks on both Buck Island and Simmonsville Roads. • Want pathways and/or bicycle lanes on Buck Island and Simmonsville • Install street lights • Install either a traffic signal or roundabout at SR 46 and Buck Island Road. People were concerned about congestion at that intersection and the difficulty of making left turns from Buck Island Road onto SR 46. • Concerned about traffic speeding through neighborhood • The posted speed limits on both roads are too high; people want to see them reduced; traffic speeding problems. • People wanted to know about the proposed improvements that would be constructed as part of the school, SED, the scope of the work and the schedule. • Add roundabouts to SR 46/Buck Island Road • Add connecting streets near the Parkway • Add street furniture, benches • How will drainage be handled?	

Buck Island/Simmonville Q&A

Workshop II & III Follow Up

Infrastructure—Roads, Sewer, Sidewalks

Q. Will a new road be constructed using utility easement from Bluffton Parkway to go south to the school?

A.The current entrances to the middle school site have been approved by the county and state DOT agencies. The District does not believe a single entrance along the route discussed to be a practical solution. In addition to the land purchase that would be required, this solution would provide only a single entry point for the school site.

Q. How much of an easement will be necessary for installing the sewer?

A.Tentatively about a 20 foot easement.

Q. Will there be only one (1) lift station?

A. Yes and it will be sized to accommodate the entire lengths of Buck Island/Simmonsville Rd.

Q. Have we identified easement areas?

A.The town has identified 23 easements. There will be a workshop with the community in the future to discuss these easements.

Q. Should parental traffic be moved to Simmonsville Rd because it's closer to the actual school area? What about school buses? Can decision be changed?

A.School will be submitting to SCDOT for review by their Traffic Engineering office in Columbia. There are state guidelines that must be followed regarding turn lanes, bus traffic, and other traffic to make sure it's constructed safely and correctly. If the plans are approved by SCDOT, then the school applies for an Encroachment Permit.

Q. Is the sidewalk on Hwy 46 & Buck Island going to service the school?

A.The sidewalk will stop at the parkway. To connect the existing sidewalks someone would need to apply for an Encroachment Permit. The Town would have to build the sidewalk and apply for the encroachment permit.

Q. What about bicycle lanes? Are there going to be bicycle lanes for the middle school students to use? Would the town purchase property for pathways to connect pathways to thoroughfares and provide safe ways for children and avoid traffic congestion?

A.The SCDOT has no plans to widen Buck Island Road or Simmonsville Road beyond the Bluffton Parkway. Therefore SCDOT will not be pursuing any bicycle lanes for those facilities at this time.

Q. Is there a road or public access through Hidden Lakes for access to the school?

A. A public access connection as part of the overall approval of the master plan is proposed thru the neighborhoods; plans go back to 1985. The Initial Master Plan for Bluffton Park and Hidden Lakes were designed for interconnectivity and planned for the community before the school.

Q. Studies have shown that wider roads (designed to SCDOT standards) always encourage higher speeds despite posted speed limits. Will this not increase the danger to pedestrians and residents in this area?

A. SCDOT adheres to widely accepted design and construction guidelines on its facilities. These guidelines take into account safety of motorists and pedestrians and efficiency of the facility. The portion of Simmonsville Road that is being widened will have 11' travel lanes which is a foot narrower than the common 12' travel lane most commonly seen.

Q. It's difficult to make left turns off of Bluffton Parkway onto Burnt Church Rd. Will there be a signal prior to the extension of Bluffton Parkway?

A. A signal is currently being installed and should be finished in the next couple months. When the parkway is extended, the light will be modified accordingly.

Q. It's difficult to make left turns off of the parkway onto both Buck Island and Simmonsville Roads. Are there any proposed signal modifications?

A. Signal modifications are proposed to add left turn arrows and to protect the left turns. This may be done in conjunction with some proposed developments coming into town on the corners.

Q. Is Simmonsville Rd going to be widened and will a traffic light be added?

A.To date no other traffic improvements are proposed.

Q. The concrete curbing on the side of the road makes it difficult to get broke down vehicles off safely. Can this be changed?

A. Vertical face curbing is used for drainage; urban vs. rural section does not have curbing. SCDOT does not use vertical face or roll back but use a 45 degree mountable curbing along bike lanes so people can "bail out". This option will be used on Simmonsville Rd.

Q. When do you expect to begin the future expansion of Bluffton Parkway to the bridge?

A.The right of way acquisition will begin in the fall and construction is expected to begin in the fall of 2009.

Q. What is the status of the roundabout on 46? What's its time frame?

A. Construction of the roundabout will be a part of the widening of Highway 46. It will be a two lane roundabout.

Q. Will there be a multi-use pathway connecting to the school? Bicycle lanes?

A. A 5 foot sidewalk on the school property will be provided; school cannot afford to do both. The sidewalk will be on one side of the road.

Middle School

Q. When will construction on the school begin?

A. Construction is expected to begin early August.

Q. What is the length of the left turn lane?

A. The length of the turn lane will be dictated by DOT. The turn lane may possibly be 300 feet?

Q. When is the school expected to open?

A. The construction will take about 18 months and is expected to open mid-year in 2010.

Q. What will be the start time of the school? Will it be later because studies have shown middle schoolers need more sleep?

A. No calendar or schedule has been established for the school.

Q. Will the school cause the traffic problems that MC Riley has caused?

A. Traffic studies have been prepared and reviewed by the Town and County for this project site.

Q. A lot of wetland areas exist on the property, is there room for outdoor activity?

A. A ball field, playfield, tennis courts are all proposed.

Q. Why did the school choose this site?

A. It is located in the center of where the students are. 12 sites were considered, but this was the one that provided adequate area. 45 acres were needed for the school.

Q. Why build one big school on 45 acres? Why not build smaller schools, 5 schools on 9 acres and include them into neighborhoods?

A. State dictates what you must have, parking, fields, separate areas for buses and cars. Most of the acreage is for parking and fields.

Q. How will bus traffic and parental traffic be circulated? Which roads will be used?

A.The school has not made a final decision on this yet. They will separate bus and parental traffic, but allow traffic to use both Buck Island and Simmonsville Roads to disperse it better.

Q. Will the school cause drainage problems for the surrounding residents?

A. All Stormwater designs must be approved by several government agencies including the Town of Bluffton. The approved Stormwater plans for the school included a review of the pre-development versus post-development peak runoff rate to prevent downstream flooding. No issues should be created as a part of the construction.

Q. Will the school recreational facilities or playfields be available for community use?

A.The school will work with the community for joint use like any other school.

Police Department

Q. Where are calls for service concentrated?

A. They vary by grid, but there are 3 top calls for service.
1. Traffic Related Calls
2. Disorderly Conduct (fights, drinking, etc)
3. Domestic Violence

Q. What does a resident do when a resident calls and is treated unfairly or there is a lack of service?

A. A resident may file a complaint in a number of ways. They may file a complaint online, come to the police station, or call chief on his cell phone. The police department is using several new methods to prevent poor service. Methods include:
1. Early warning software – logs all calls about an officer (good and bad) and sends an alert when necessary
2. A brochure will be given to every person who calls for service. The brochure will include a returnable survey about service.
3. Supervisors will randomly choose 5 people a month to call to survey about their call for service.

Q. Are employees of the police department subject to random drug tests?

A. Yes, the police department just signed with Dr's Care to conduct drug tests. At this time all employees will be tested at the same time.

Q. What is the time frame to start a neighborhood watch program?

A. It is a national program and the local accreditation will be complete in January. The residents will need to be trained prior to the actual start of the program locally. If interested, residents should contact Sergeant Norberg.

Q. What are the plans for controlling drug trafficking locally?

A. Drug trafficking is tracked and processed by the Beaufort County Sheriff Department. Our town police department can work to make it difficult for local drug houses to conduct business. They may be cited for traffic, loud noise, etc.

Q. How can we keep kids involved, educated, and out of trouble?

A. There is a program called Explorer Post. 30 kids have graduated and we are working on an incentives program to keep them involved. The department is also working on a new program for classroom guidance for juniors and seniors. The final method at this time is to work on a youth core initiative/alternative for troubled youth. This would give alternatives without taking away all of their rights during the first offense.

Building Safety

Safe Home Program: Comprehensive, hurricane & severe storm damage mitigation program (www.scsafehome.com) provides -$25 inspections through grants (would typically cost $150)

- Eligible homes - homes under $300,000 in value
- Homes between $150,000- $300,000 in value would get matching funds for up to $5,000
- Homes under $150,000 in value would get up to $5,000 towards repairs
- Requirements for inspection:
  - Resident of the town
  - Home must be owner-occupied
  - Home valued under $300,000
  - Current on taxes
  - Proof of insurance

Q. Could the town host a community information workshop or education classes?

A. The town cannot assist the resident on the grant application, but can speak with a resident about the program.

Q. Are there any circumstances where the fee for the inspection is waived?

A. Not at this time. Council has already approved to waive $125 of the fee. The inspection requires 1 hour to complete as well as a 7 page in office report.

SPEAKER CONTACT INFO.

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Director
Engineering Support Services, Town of Bluffton
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Colin Kinton
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John Boylston
South Carolina
Department Of Transportation
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Chris Poe, PE
Facilities Planning & Construction
Beaufort County School District
322-0783

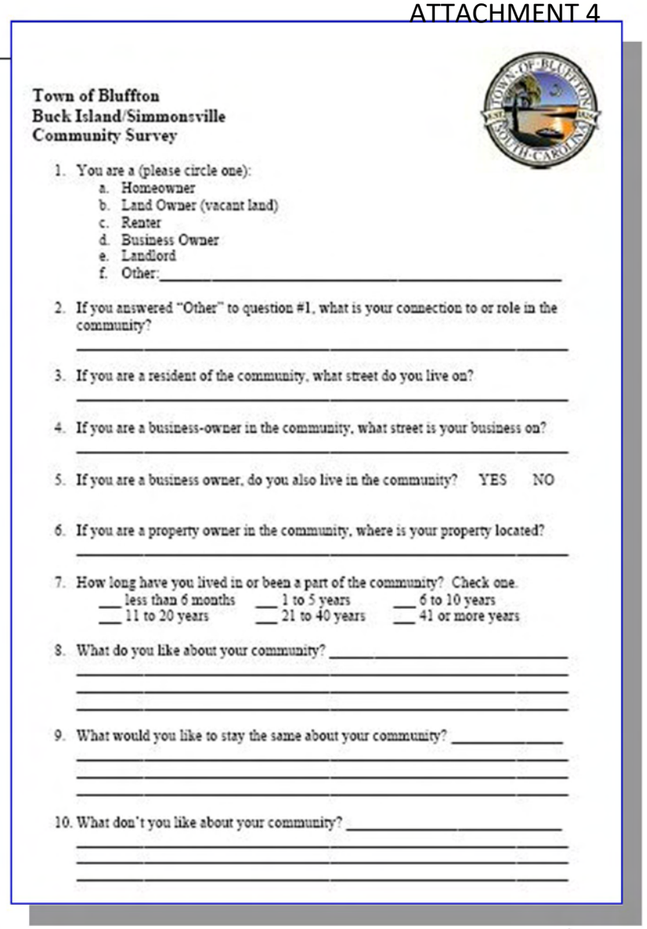
Colonel David McAllister
Chief of Police
Bluffton Police Department
706 – 4550

PUBLIC MEETING WORKSHOP IV
Consolidated List of Priorities
(Taken from Kick-Off Meeting & Public Workshop I)

RANK	PRIORITY IDENTIFIED
1	Install sidewalks/Pathways on Buck Island Road & Simmonsville Road
2	Make sewer improvements on Buck Island Road & Simmonsville Road
3	Improve drainage along Buck Island Road & Simmonsville Road
4	Provide for recreational facilities and/or establish partnerships with existing facilities
5	Install a left turn signal at northbound Buck Island & Parkway & Simmonsville Road & Parkway
6	Reduce speed limit on Buck Island road to 35MPH
7	Coordinate with Eagles owners to improve the ballfield's appearance
8	Establish a Neighborhood Watch Program
9	Make streetscape improvements along Buck Island Road & Simmonsville Road to include landscaping, benches & street lighting and a turn lane and/or landscaped median.
10	Landscape & screen Bluffton Recycle Center
11	Install a traffic signal or traffic circle at 46 & Buck Island to improve current & future traffic pattern(s)
12	Install a police substation
13	Create better street signage for road identification
14	Install a traffic circle at the Buck Island & Simmonsville Road intersections
15	Identify & create community identification/gateway signage at community entrance(s)
16	Establish a Litter Control/Adopt-A-Highway program

Summary of Community Survey Results As Of August 19, 2008

- 96 surveys received as of August 19, 2008
- 26 people live in actual plan area (others in Wellstone, Hidden Lakes, & Windy Lakes)
- Length of time in community?
  - Less than 6 months – 2
  - 1-5 years – 57
  - 6-10 years – 7
  - 11-20 years – 14
  - 21-40 years – 7
  - 41+ years – 7
- Top 3 "likes"
  - Proximity/Location – 21
  - Friendly – 17
  - Quiet/Peacefulness – 15
- Top 3 "dislikes"
  - Uncleanly – 21
  - Traffic/Road Conditions – 20
  - Lack of Sidewalks/Bike Path – 9
  - Run Down - 9
- Top 3 Changes
  - Bikepaths/Sidewalks – 12
  - Clean Up – 11
  - More Security/Greater Police Involvement – 8
- Other
  - 48 want more recreational facilities
  - 31 walk/cycle at least once a week
  - 71 Plan to stay in community
  - Many mentioned they don't walk/cycle because of danger or lack of sidewalks, but would if they were available.
  - Many don't want additional subdivisions because they feel there is enough housing and traffic as is.
  - Many want to see a dog park in the community.



Town of Bluffton
Buck Island/Simmonsville
Community Survey

1. You are a (please circle one):
   a. Homeowner
   b. Land Owner (vacant land)
   c. Renter
   d. Business Owner
   e. Landlord
   f. Other:_____
2. If you answered "Other" to question #1, what is your connection to or role in the community?
   _____
3. If you are a resident of the community, what street do you live on?
   _____
4. If you are a business-owner in the community, what street is your business on?
   _____
5. If you are a business owner, do you also live in the community? YES NO
6. If you are a property owner in the community, where is your property located?
   _____
7. How long have you lived in or been a part of the community? Check one.
   ___ less than 6 months ___ 1 to 5 years ___ 6 to 10 years
   ___ 11 to 20 years ___ 21 to 40 years ___ 41 or more years
8. What do you like about your community? _____
   _____
   _____
   _____
9. What would you like to stay the same about your community? _____
   _____
   _____
   _____
10. What don't you like about your community? _____
    _____
    _____
    _____

Dear Buck Island Simmonsville (BIS) property owner,

Below is a list of the top recommendations for the neighborhood which were discussed at the recent January 13th BIS Neighborhood Plan meeting. These recommendations and your ranking of each is very important to the Town's upcoming budget process so please take the time and rank the recommendations based on their order of importance to you, a Buck Island Simmonsville property owner.

Town staff will tabulate the priorities and present the final rankings. We will post on the Town's website and present at the February 3rd Planning Commission-Town Council Workshop. These rankings will assist the Town in determining which projects are funding priorities for your neighborhood.

The complete Buck Island Simmonsville Neighborhood Plan can be found on the Town's home page: www.townofbluffton.com (click the BIS link in the lower left hand corner). The draft Neighborhood Plan also contains a complete list of all recommendations put forth by the community (see page 60).

Please return this completed form with your rankings and any comments on the plan by January 30, 2009.

Please note there are two pages to the ranking survey!

Drop off:
Town Hall-Planning
20 Bridge Street
Mondays-Thursdays 8:00 am – 5:30 pm
Fridays 8:00 am – 1:00pm

Fax:
Planning & Growth Management Department
843-706-4515

Mail:
Town of Bluffton
Planning-BIS Neighborhood Plan
20 Bridge Street
Bluffton, SC 29910

Email: KWoodruff@townofbluffton.com

PLEASE RANK EACH RECOMMENDATION
***1** BEING TOP PRIORITY AND ENDING WITH **19**.*

Rank 1-19	COMMUNITY-BASED & TOWN-BASED INITIATIVE RECOMMENDATIONS
	Develop working groups for each of the BIS Neighborhood Plan elements (i.e. Public Safety, Traffic & Transportation, Community Development)
	Hold a public meeting every 3 months to review and discuss BIS Neighborhood Plan implementation status
	Establish BIS as Town's first official Neighborhood Organization; consider utilizing the Bluffton Area Community Association as Neighborhood Organization
	Develop a BIS Neighborhood website and give control & management to the Neighborhood Organization
	Encourage demolition of buildings that cannot be renovated at reasonable cost
	Seek redevelopment opportunity for small infill properties
	Restrict commercial, industrial, and large-scale multi-family development in the core of the Neighborhood
	Provide adequate screening of commercial/industrial uses to adjacent residential structures
	In partnership with the property owners & community leaders, seek redevelopment opportunities within Little Possum, Douglis Lane, Twin Oaks, & Ballfield roads
	Identify parcels with adjacent conflicting land uses and develop beautification/screening plans for each
	Ensure Bluffton Middle School is open to the BIS community
	Provide educational workshops focusing on affordable housing options and first time home ownership
	Provide rebates or exempt affordable housing units from impact fees
	Establish an affordable housing fund to provide affordable housing
	Identify appropriate Phase 2 and Phase 3 project areas for sewer installation & coordinate with utilities and pathways
	Seek out grants and other funding methods to pay for additional sewer extension phases
	Restrict truck traffic on Buck Island and Simmonsville roads
	Determine pathway phasing plan in conjunction with sewer and school project and adopt in Town budget
	Decrease speed limit on Buck Island and Simmonsville Roads to 35mph

(Continued on other side)

*PLEASE RANK EACH RECOMMENDATION BELOW, STARTING WITH **1** AS YOUR TOP PRIORITY AND ENDING WITH **17**.*

Rank 1-17	BUDGET-BASED RECOMMENDATIONS
	Provide financial assistance for those with failing septic systems
	Remove junk automobiles, tires, building materials, machinery, appliances, and boats from properties that pose environmental risks
	Improve County dirt roads to prevent erosion and sedimentation
	Assist heirs property owners to obtain clear title to their land
	Continue to evaluate need for new incentives and financial assistance programs to help supplement BIS Neighborhood improvement programs
	Offer residents free paint and supplies for home maintenance
	Provide down payment assistance to low to moderate income residents in BIS neighborhood
	Provide financial assistance to help property owners repair their homes
	Provide financial assistance to property owners to remove unsafe and hazardous conditions from their property
	Offer a neighborhood clean-up program that provides curb-side pickup
	Complete Phase 1 of sewer installation project (Buck Island from Ballfield to Hyon)
	Provide public water for all residents
	Continue funding for the BIS stormwater projects through June 2010
	Establish a Town budget for yearly maintenance to keep ditches clear and culverts cleaned out
	Acquire easements for sewer and pathway construction
	Create after–school programs including the Bluffton Community Center
	Install street lighting on Buck Island and Simmonsville Roads

Your Town of Bluffton Property Address:

_____

We look forward to receiving your feedback and thank you for your participation!

Survey Results- pg. 1

Rank	Community-Based & Town-Based Initiative Recommendations
1	Restrict commercial, industrial, and large-scale multi-family development in the core of the Neighborhood
2	Identify parcels with adjacent conflicting land uses and develop beautification/screening plans for each
3	Seek out grants and other funding methods to pay for additional sewer extension phases
4	Encourage demolition of buildings that cannot be renovated at reasonable cost
5	Provide adequate screening of commercial/industrial uses to adjacent residential structures
6	Identify appropriate Phase 2 and Phase 3 project areas for sewer installation & coordinate with utilities and pathways
7	Determine pathways plan in conjunction with sewer and school project and adopt in Town budget
8	Restrict truck traffic on Buck Island and Simmonsville roads
9	Ensure Bluffton Middle School is open to the BIS community
10	Seek redevelopment opportunity for small infill properties
11	Decrease speed limit on Buck Island and Simmonsville roads to 35mph
12	Hold a public meeting every 3 months to review and discuss BIS Neighborhood Plan implementation status
13	In partnership with the property owners & community leaders, seek redevelopment opportunities within Little Possum, Douglis Ln, Twin Oaks, and Ballfield Rd
14	Develop working groups for each of the BIS Neighborhood Plan elements (i.e. Public Safety, Community Development)
15	Establish BIS as Town's first official Neighborhood Organization; consider utilizing the Bluffton Area Community Association as Neighborhood Organization
16	Provide educational workshops focusing on affordable housing options and first time home ownership
17	Develop a BIS Neighborhood website and give control & management to the Neighborhood Organization
18	Provide rebates or exempt affordable housing units from impact fees
19	Establish an affordable housing fund to provide affordable housing

Survey Results- pg. 2

Rank	Budget-Based Recommendations
1	Remove junk automobiles, tires, building materials, machinery, appliances, and boats from properties that pose environmental risk
2	Install street lighting on Buck Island and Simmonsville roads
3	Offer a neighborhood clean-up program that provides curb-side pickup
4	Complete Phase 1 of sewer installation project (Buck Island from Ballfield to Hyon)
5	Acquire easements for sewer and pathway construction
6	Provide financial assistance to property owners to remove unsafe and hazardous conditions from their property
7	Provide financial assistance for those with failing septic systems
8	Establish a Town budget for yearly maintenance to keep ditches clear and culverts cleaned out
9	Provide public water for all residents
10	Create after-school programs including the Bluffton Community Center
11	Continue funding for the BIS stormwater projects through June 2010
12	Provide financial assistance to help property owners repair their homes
13	Continue to evaluate need for new incentives and financial assistance programs to help supplement BIS Neighborhood improvement programs
14	Improve County dirt roads to prevent erosion and sedimentation
15	Offer residents free paint and supplies for home maintenance
16	Assist heirs property owners to obtain clear title to their land
17	Provide down payment assistance to low to moderate income residents in the BIS Neighborhood

Implementation Schedule

ATTACHMENT 4

Action Item	Responsible Party & Implementation Partners	Start Date	Complete Date	Cost	Town of Bluffton			Comments
					CIP	Annual Cost	Staff/Dept	
Develop working groups for each of the Plan elements	AC, PO, TOB	Apr-09	Ongoing	-			ALL	Staff will support each group, which will be formed by residents contacted by the AC
Hold a public meeting every quarter to review and discuss plan implementation status	AC, PO, TOB	Jul-09	Ongoing	-			ALL	TC workshop
Establish Buck Island Simmonsville as the Town's first official Neighborhood Organization	AC, PO, TOB	Jul-09	Ongoing	-			PCD	Establish NO policies with TC & work with the Advisory Committee to explore moving the Community Association into the NO
Establish a neighborhood cleanup program that allows residents to dispose of white goods and other hazardous household items; offer a neighborhood clean-up program that provides two curb-side clean ups per neighborhood per year	TOB, NO	Feb-09	Ongoing	$37,500.00		Y	PCD, ED, EP	Create a crossfunctional team to evaluate the options
Revise the Town of Bluffton Tree Ordinance to include parcels zoned General Residential (GR) to ensure significant trees are preserved	TOB	Underway	Jul-09	-			EP, PCD	Final draft finished by end of June 2009
Establish a Bluffton tree replacement program that provides the Town an opportunity to install new trees on private property	TOB, PO, NO	TBD	TBD	TBD			EP	
Enforce the Municipal Code regarding outdoor dumping of debris and refuse	TOB	2009	Ongoing	-		Y	EP, BSS	Create a crossfunctional team to evaluate the options
Remove the abandoned automobiles, machinery, equipment, tires, and boats from properties that pose environmental risks by providing financial assistance to help property owners remove unsafe & hazardous conditions from their properties; Enforce Town ordinances and building codes focusing initially on junk cars, illegal dumping, and dilapidated/abandoned structures; Remove concrete stockpile from the Buck Island property	TOB, PO	Mar-09	Jun-09	$150,000.00		Y	PCD, ED	Initial implementation will begin by targeting almost two dozen abandoned, blighted structures throughout the BIS Neighborhood. Some properties will excess garbage, white goods, junk cars, boats, and other refuse will also be targeted during the initial implementation.
Evaluate allowing the Town to remove plants from properties to be cleared for development, as part of development agreements, in order to transplant for Town projects	TOB	Mar-09	Ongoing	-			PCD, DEP	Create a crossfunctional team to evaluate the options
Improve County's dirt roads to prevent erosion and sedimentation	BC, PO	2009	2011	$300,000.00				BC paving Kitty, Phoenix, and Ballfield; need to schedule Tower
Encourage the demolition of buildings that cannot be rehabilitated at a reasonable cost; provide financial assistance to help property owners remove unsafe conditions from their land	TOB, PO	Mar-09	Ongoing	$70,000.00		Y		Demolish top 10 in 2009
Review zoning ordinance to ensure requirements provide adequate screening of commercial/industrial uses to adjacent residential structures.	TOB	Feb-09	Apr-09	-			PCD	Staff is reviewing & will forward revisions to PC in April
Ensure that Old Carolina Shopping Center is developed as residential	TOB, AC, PO, EF	Underway	-	-			PCD	Buck Island Square has withdrawn their application; Old Carolina Shopping Center will be at Planning Commission on March 25, 2009
Restrict commercial, industrial, and multi-family development in the core of neighborhood	TOB	Ongoing	Ongoing	-			PCD	
Assist heirs property owners to obtain clear title to their land	TOB, PO	Feb-09	Jun-10	$20,000.00		Y	PCD	Contract with Center for Heirs Property; starting with the Kinlaw property
Identify parcels with adjacent conflicting land uses and develop beautification/screening plans for each	TOB, PO	Mar-09	Jun-09	-			PCD	TOB is drafting site specific improvement plan for PO to install; TOB could provide grant to assist
Ensure that the school site is open to the BIS community- establish a written commitment	TOB, PO, BCSD	Feb-09	Apr-09	-			PCD	TC requesting access
Remove bulk trash and refuse from residential properties (including appliances, boats, tires, & motors)								
Review property maintenance standards and enforcement provisions to ensure that properties are safely maintained; improve regulatory enforcement as needed	TOB	Mar-09	Jul-09	-			BSS, EP, ED, PCD	Create a crossfunctional team to evaluate the options
Conduct community awareness programs on blighting influences, regular refuse collections, and comprehensive code enforcement efforts	TOB, NO	Jul-09	Ongoing	TBD			PCD	Evaluate bimonthly community update
Complete Phase 1 of the sewer installation project in coordination with the middle school road improvements (Buck Island from Ballfield to Hyon)	TOB	Underway	Jul-10	$1,800,000.00	Y		ED, DEP, PCD	
Identify appropriate Phase 2 and Phase 3 project areas for sewer installation; coordinate subsequent sewer phasing with other utilities and pathways plan	TOB	Feb-09	Apr-09	-	Y		ED, EP	
Apply for grants and other methods of funding for additional sewer extension phases	TOB	Feb-09	May-09	-			ALL	CDBG public hearing Feb. 24; likely grant submission following
Continue CIP funding in full for the BIS stormwater projects in FY 08	TOB	Underway	Jun-09	$78,000.00	Y		DEP, ED	Do not cut budget!
Establish an annual maintenance budget to keep these ditches clear and culverts unobstructed	TOB	Jul-09	Jul-10	$10,000.00		Y	ED,EP	Develop budget for entire town; this reflects just BIS $
Conduct quarterly detailed traffic counts on Buck Island and Simmonsville to monitor changes resulting from school, traffic calming, and other road improvements	TOB	Feb-09	Ongoing	-			PCD, Melvin	Rotating between 3 different locations, 5-7 days at each location
Ensure interconnectivity by extending Box Elder between Hidden Lakes and Red Cedar Elementary	TOB, Hidden Lakes POA	Feb-09	Aug-09	-			PCD	Refer to master plans for requirements and then enforce
Determine pathway phasing plan in conjunction with sewer and school project and adopt in CIP; establish a pathways phasing plan for the remaining portions of BIS (10,375 LF); Create a financing plan for construction of pathways including CIP, SCDOT, private sidewalk assessments, impact fees	TOB, PO, BCSD	Feb-09	Sep-09	-			ED, PCD, EP	
Acquire sewer and pathway easements for construction	TOB, PO, BCSD	Mar-09	Jun-09	TBD			ED, PCD, EP	
Decrease the speed limit on Buck Island and Simmonsville to 35mph	SCDOT, TOB	Apr-09	Mar-09	-				DOT denied initial request, TOB redoing traffic counts including speed limit data that will be evaluated in April
Addresses on all structures for EMS	TOB	Jul-09	Oct-09	$1,000.00		Y	BSS	Buy numbers
Establish a neighborhood public safety committee	TOB, NO	TBD	TBD	-			BPD	Chief to determine schedule
Map and sign all pathways and roads	TOB	Feb-09	Jun-09	TBD			PCD, BPD	
Install street lighting on Buck Island and Simmonsville	SCDOT, TOB	2010	TBD	TBD			ED, PCD	Install with pathways
Coordinate with the Bluffton Historic Society to identify historic resources (land, structures, events) and promote the local history via markers	Bluffton Historic Society, PO	TBD	TBD	TBD				
Through a branding process, develop an image package for Buck Island Simmonsville including logo, colors, and tag line	AC, PO, TOB	TBD	TBD	TBD			PCD	
Reinforce the community boundaries and branding image by installing entry signage and beautification at identified gateway locations	AC, PO, TOB	TBD	TBD	TBD			PCD, ED	
Install new street signs with the BIS logo/image	TOB, BC	TBD	TBD	TBD			PCD, ED	

AC-Advisory Committee, TOB-Town of Bluffton, BC-Beaufort County, PO-Property Owners, NO-Neighborhood Organization, BCSD-Beaufort County School District, EF-Eagles Field, SCDOT- SC Department of Transportation

Implementation Schedule Budget

Action Item	Responsible Party & Implementation Partners	Start Date	Complete Date	Cost	Town of Bluffton			Comments
					CIP	Annual Cost	Staff/Dept	
Develop a template for a BIS neighborhood website and give content control and management to the Neighborhood Organization	TOB, NO	TBD	TBD	TBD			PCD, IT	
The Neighborhood Organization and the new middle school should adopt Buck Island and Simmonsville roads for regular trash pickups	NO, BCSD	TBD	TBD	TBD				
Establish an annual BIS event that highlights the heritage and diversity of the neighborhoo	NO	TBD	TBD	TBD				
Establish partnerships with Eagles Field and the Middle School to positively integrate these facilities into the neighborhood	AC, PO, TOB, EF, BCSD	TBD	TBD	TBD			PCD	
Screen the County refuse facility so that creates a more aesthetic gateway for the neighborhood.	BC, TOB	TBD	TBD	TBD	Y		PCD, ED	Budget ranges from $250-$400K; will need to spread over two years of CIP and share costs with BC
Revise zoning code to permit cluster development to avoid ecologically critical areas and preserve rural character	TOB	TBD	TBD	TBD			PCD	Defer to smart code
Improve the existing logging road from Wellstone to HE McCracken Circle as a nature trail/pathway and preserve the adjacent wetlands	TOB, PO, Pinecrest POA	TBD	TBD	TBD			PCD, ED, EP	Need easement from property owner; determine interim improvements and maintenance; determine how to extend logging road/trail thru wetlands to school
Provide septic maintenance program for those with failing septic systems	TOB, PO	TBD	TBD	TBD		Y	EP	Allocate annual budget
Eliminate septic systems and wells by providing upgraded utilities in the area	TOB	TBD	TBD	TBD			ED, EP	
Restrict new flag lots	TOB	TBD	TBD	TBD				
Review and strengthen parking standards, promoting the use of shared parking to reduce the quantity of parking lots while ensuring that adequate parking is appropriately placed and provided.	TOB	TBD	TBD	TBD				
Require small-scale signage for any business within the neighborhood plan area.	TOB, PO	TBD	TBD	TBD			PCD	
Develop a land plan for the 7 acre tract at the Buck Island-Simmonsville Road split and coordinate with property owner and listing agent to seek appropriate investor	TOB, AC, PO	TBD	TBD	TBD			PCD	Market driven but TOB to coordinate with listing agent
Seek redevelopment opportunity for small infill properties	TOB, PO	TBD	TBD	TBD			PCD	
In partnership with the property owners, seek redevelopment opportunities in the communities of Little Possum, Douglas Lane, Twin Oaks, and Ballfield Road.	TOB, PO	TBD	TBD	TBD			PCD	With the owners permission, draft feasible redevelopment plans for properties
Enhance Eagles Field with proposed improvements to the existing field, a new little league field, a community center, and other recreational features in partnership with not-for-profit entities and ensure that the park is open to BIS residents	TOB, EF, AC, PO	TBD	TBD	TBD			PCD	
Identify locations for new open space/park land	TOB, PO	TBD	TBD	TBD			PCD, EP	
Identify environmentally sensitive land and ensure that it remains protected	TOB, PO	TBD	TBD	TBD			PCD, EP	Coordinate with property owners to determine best method to preserve critical lands
Sponsor/provide educational workshops focusing on housing options and home ownership.	TOB, BC	TBD	TBD	TBD		Y	PCD	Start with hire of R3 coordinator
Provide financial assistance to help property owners repair their homes	TOB	TBD	TBD	TBD		Y	PCD	
Adopt an inclusionary zoning ordinance, workforce housing ordinance, or moderately priced dwelling unit program; Establish an "affordable housing fund" that would fund affordable housing efforts. Funds could come from "fees in lieu of" providing affordable housing from future inclusionary zoning; Rebate or exempt affordable housing units from impact fees.	TOB	TBD	TBD	TBD			PCD	Affordable housing committee/ TC policy decision
Identify and inventory a list of available land and/or redevelopment lots available for new housing units and seek out joint venture opportunities between the property owner and local builders	TOB, PO	TBD	TBD	TBD			PCD	
Encourage infill projects by waiving/rebating development fees and property taxes	TOB, BC	TBD	TBD	TBD			PCD	Policy decision first, then take to TC/NC on a case/case basis
Encourage public and private developers to explore new design concepts, such as row houses, and to provide quality, affordable housing opportunities in an aesthetically pleasing manner.	TOB	TBD	TBD	TBD			PCD	
Establish new incentives and financial assistance programs to fill in the gaps	TOB	TBD	TBD	TBD			PCD	Start with hire of R3 coordinator
Offer residents free paint and supplies for home maintenance	TOB	TBD	TBD	TBD		Y	PCD	Start with hire of R3 coordinator
Provide downpayment assistance to LMI residents moving into the neighborhood	TOB	TBD	TBD	TBD		Y	PCD	Start with hire of R3 coordinator
To foster community accountability, storm drains should be marked with statements that remind residents that stormwater drains into valuable watersheds	TOB	TBD	TBD	TBD			EP	
Provide public water for all residents	TOB	TBD	TBD	TBD			EP, ED	
Create better street signage for road identification	TOB, BC	TBD	TBD	TBD			PCD, ED	
Provide streetscaped entryways into the BIS neighborhood (Buck Island from May River to Simmonsville, Simmonsville from Bluffton Parkway to Hidden Lakes, and Buck Island from Bluffton Parkway to Ballfield); elements include pathways, canopy trees, pedestrian lights	TOB, NO	TBD	TBD	TBD	Y		ED, PCD	Include in sewer-pathway-ROW plan; installation may happen in later years
Enforce maintenance standards on private roads to ensure efficient EMS access and proper stormwater management	TOB, BC	TBD	TBD	TBD			PCD, BSS	Determine applicable standards for every private road and then determine improvement plan
Establish an annual maintenance budget for pathways	TOB	TBD	TBD	TBD			ED	
Determine the necessity and feasibility of a traffic circle or signal at Buck Island and May River Road intersectior	BC, TOB	TBD	TBD	TBD				Evaluate options
Install a traffic calming/gateway element at Buck Island and Simmonsville Road intersection	BC, TOB	TBD	TBD	TBD	Y			Evaluate options within this timeframe (not install)
Adopt an interconnectivity ordinance to address pathway easements and vehicular connections	TOB	TBD	TBD	TBD				Town-wide ordinance for all commercial properties; consider impact fees for residential construction
Utilize speed monitors to create driver awareness of posted speed limits	TOB	TBD	TBD	TBD			BPD	Chief to determine schedule
Evaluate the use of bicycle and motorcycle officers to enforce speed limit (lack of ROW for traditional)	TOB	TBD	TBD	TBD			BPD	
Ensure that the school and Eagles Field are built/redevelopment with CPTED strategies	TOB	TBD	TBD	TBD			PCD, BPD	
Provide free exterior lights on motion detectors to residents.	TOB	TBD	TBD	TBD			PCD, BPD	Start with hire of R3 coordinator
Establish a Neighborhood Services Division	TOB	TBD	TBD	TBD			BPD	Chief to determine schedule
Establish a Drug Enforcement Plan	TOB	TBD	TBD	TBD			BPD	Chief to determine schedule
Establish after-school programs	NO, BCSD	TBD	TBD	TBD			PCD, BPD	

AC-Advisory Committee, TOB-Town of Bluffton, BC-Beaufort County, PO-Property Owners, NO-Neighborhood Organization, BCSD-Beaufort County School District, EF-Eagles Field, SCDOT- SC Department of Transportation

Suggested Motion

Consideration of a Resolution to Adopt the Buck Island-Simmonsville Neighborhood Plan Update – Public Meeting

*"I move to **Approve** the adoption of the Buck Island – Simmonsville Neighborhood Plan Update."*

TOWN COUNCIL

STAFF REPORT
Growth Management Department

MEETING DATE:	May 14, 2024
PROJECT:	Consideration of the Intent to Annex Application of Bryant Holding, LLC, 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 2.14 Acres, More or Less, Located, 30 Davis Road and Identified as Beaufort County Tax Map No. R600 029 000 0028 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 Intent to Annex Application of Bryant Holding, LLC, 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 2.14 Acres, More or Less, Located, 30 Davis Road and Identified as Beaufort County Tax Map No. R600 029 000 0028 0000; and

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

INTRODUCTION: On March 14, 2024, 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, Bryant Holding, LLC, (Johnnie L. Bryant, III) submitted a 100% Annexation Petition Application for one parcel totaling 2.14 acres located to the east of the Intersection of Davis Road and Okatie Highway (SC Highway 170) ("Property") into the Town of Bluffton's municipal boundary (Attachment 2).

Pursuant to the Annexation Manual, the Applicant will submit a concurrent Zoning Map Amendment application requesting the Property be rezoned to Residential General as regulated by the Unified Development Ordinance should Town Council vote to accept the application.

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 2.14 acres located within Unincorporated Beaufort County as shown on the Aerial Map (Attachment 3) and is the only parcel the Applicant owns within the Davis Road area. The Property currently contains one manufactured home.

The Property is currently zoned as T2 Rural (T2R), as shown on the Zoning Map (Attachment 4) which allows a very limited mix of residential and commercial uses such as:

1. Single Family Residential (0.34 DU/Acre)
2. Family Compound
3. Group Home
4. Home Business
5. Cottage Industry
6. General Retail 3,500 SF or Less
7. Gas Station/Fuel Sales
8. Animal Services: Kennel
9. Day Care: Family Home (up to 8 clients)
10. Lodging: Short-Term Housing Rental (STHR)
11. Lodging: Inn (up to 24 rooms)
12. Mining & Resource Extraction
13. Gasoline Service Stations
14. Civic
15. Church
16. Agriculture
17. Recreation
18. Education
19. Safety
20. Public Assembly
21. Infrastructure
22. Transportation
23. Communications

The Property is currently allowed one (1) dwelling based upon the T2 Rural (T2R) Zone's allowed density of 0.34 DU/Acre.

The T2 Rural (T2R) Zone is intended to preserve the rural character of Beaufort County. This Zone applies to areas that consist of sparsely settled lands in an open or cultivated state. It may include large lot residential, farms where animals are raised or crops are grown, parks, woodland, grasslands, trails, and open space areas. The T2 Rural (T2R) Zone implements the County's Comprehensive Plan goals of preserving the rural character of portions of Beaufort County.

The Applicant intends to request the Town's Residential General (RG) District when submitting for the concurrent Zoning Map Amendment which allows a very limited mix of residential and commercial uses such as:

1. Single Family Attached (4 DU/Acre)
2. Single Family Detached (4 DU/Acre)
3. Accessory Dwelling Unit
4. Agricultural Use and Structures
5. Short-Term Rental
6. Homestay Rental (1-Bedroom)
7. Bed and Breakfast (2-5 Bedrooms)
8. Home Occupation
9. Family Day Care Home (1-6 Children)
10. Group Day Care Home (7-12 Children)
11. Child Care Center (13+ Children)
12. Golf Course
13. Cemetery
14. Government Building
15. Parks
16. Museum
17. Religious Assembly
18. School
19. Utilities
20. Telecommunications Tower

The proposed Residential General (RG) Zone would allow up to eight (8) dwellings based upon the allowed density of 4 DU/Acre.

Per the Unified Development Ordinance, the Residential General (RG) Zone is intended to provide for moderate density residential neighborhoods. This district will include a range of dwelling types in an integrated neighborhood setting with other civic and recreational uses. The regulations are designed to promote neighborhood character and accommodate a variety of dwelling types.

A side-by-side comparison of current Beaufort County and proposed Town of Bluffton Zoning District land uses is provided as Attachment 5.

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

Direction	Jurisdiction	Zoning District	Current Use
North	Town of Bluffton	Kent Estates Planned Unit Development	NHC Bluffton – Health Care, Rehabilitation, Assisted Living
	Beaufort County	T2 Rural (T2R)	Beaufort County – Davis Road - Road Right-of-Way
South	Beaufort County	T2 Rural (T2R)	Mario Doria-Medina – 17 Davis Court - Vacant
	Beaufort County	T2 Rural (T2R)	Erik Adame & Laura Amador – 8 Hubbard Lane - Residential
East	Beaufort County	T2 Rural (T2R)	David A Dominguez – 18 Davis Road - Residential
West	Beaufort County	T2 Rural (T2R)	Arturo Perez Campero & Maria Avilez – 6 Hubbard Lane – Residential

The Town of Bluffton Comprehensive Plan Future Land Use Map (Attachment 6) 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 align with the residential density of 4 DU/Acre allowed within the Residential General (RG) Zone, the Future Land Use designation will need to be changed through a concurrent Comprehensive Plan Amendment application. An appropriate Future Land Use designation for the Property to support the

residential density allowed within the proposed zoning would be Lifestyle Housing which is defined as:

> *The **Lifestyle Housing** category is intended to provide missing middle housing typologies within Bluffton. These products appeal to a wide range of residents in all stages of life. Inclusion of these housing typologies within the community will allow multiple generations to find affordable living in desirable, walkable environments. Connections to trails, parks, and commercial activity centers create enduring community assets.*
>
> *This category is best placed and developed along well connected thoroughfares. Establishing these uses near Neighborhood Centers provides a transition between commercial uses and less intense single-family residential uses. Additionally, placing and properly connecting these housing typologies near activity centers increases walkability, reducing traffic impacts in and around these centers while allowing easy access for commuters without placing undue strain on the roadway network.*
>
> *Middle housing options include a variety of product types that can utilize smaller parcels and more challenging parcels than typical commercial development. These housing typologies include Duplexes, Cottage Courts, Townhouses, Multiplexes, and Courtyard Buildings. A variety of these housing types can be used within a single development to best utilize developable areas of a parcel while preserving character and complementing the neighborhood.*

Upon annexation, the Property will be subject to the Town's Code of Ordinances, Unified Development Ordinance, policies, and procedures. All future development of the Property would be required to connect to sewer and will be subject to the applicable Town of Bluffton planning processes such as Subdivision Plan, Development Plan, Manufactured Home Placement Permit, and Building Permits.

The Applicant intends to allow their family to place manufactured homes on the Property in an effort to provide an option for affordable housing. This proposed annexation will increase the allowed density of the Property which will allow provide the creation of a family compound to provide affordable housing. New RDUs on the Property will trigger the Town's requirement to connect to public sewer providing connection opportunities to adjacent properties. Though the Property is one of approximately thirty-two (32) parcels which utilize Davis Road, its annexation may encourage these property owners to pursue annexation.

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

ATTACHMENTS:

1. Presentation
2. Application Submittal

3. Aerial Map
4. Beaufort County Zoning Map
5. Land Use Comparison
6. Town of Bluffton Comprehensive Plan Future Land Use Map
7. Draft Schedule
8. Proposed Motion

Consideration of the Intent to Annex Application of Bryant Holding, LLC, 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 2.14 Acres, More or Less, Located, 30 Davis Road and Identified as Beaufort County Tax Map No. R600 029 000 0028 0000, and Referral to the Town of Bluffton Negotiating Committee if Deemed Necessary

Presentation to Town Council
Kevin Icard, AICP
Department of Growth Management
May 14, 2024

Introduction

On March 14, 2024, 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") Bryant Holding, LLC submitted a 100% Annexation Petition Application for one parcel totaling 2.14 acres located at located to the east of the Intersection of Davis Road and Okatie Highway (SC Highway 170) into the Town of Bluffton's municipal boundary.

Introduction (continued)

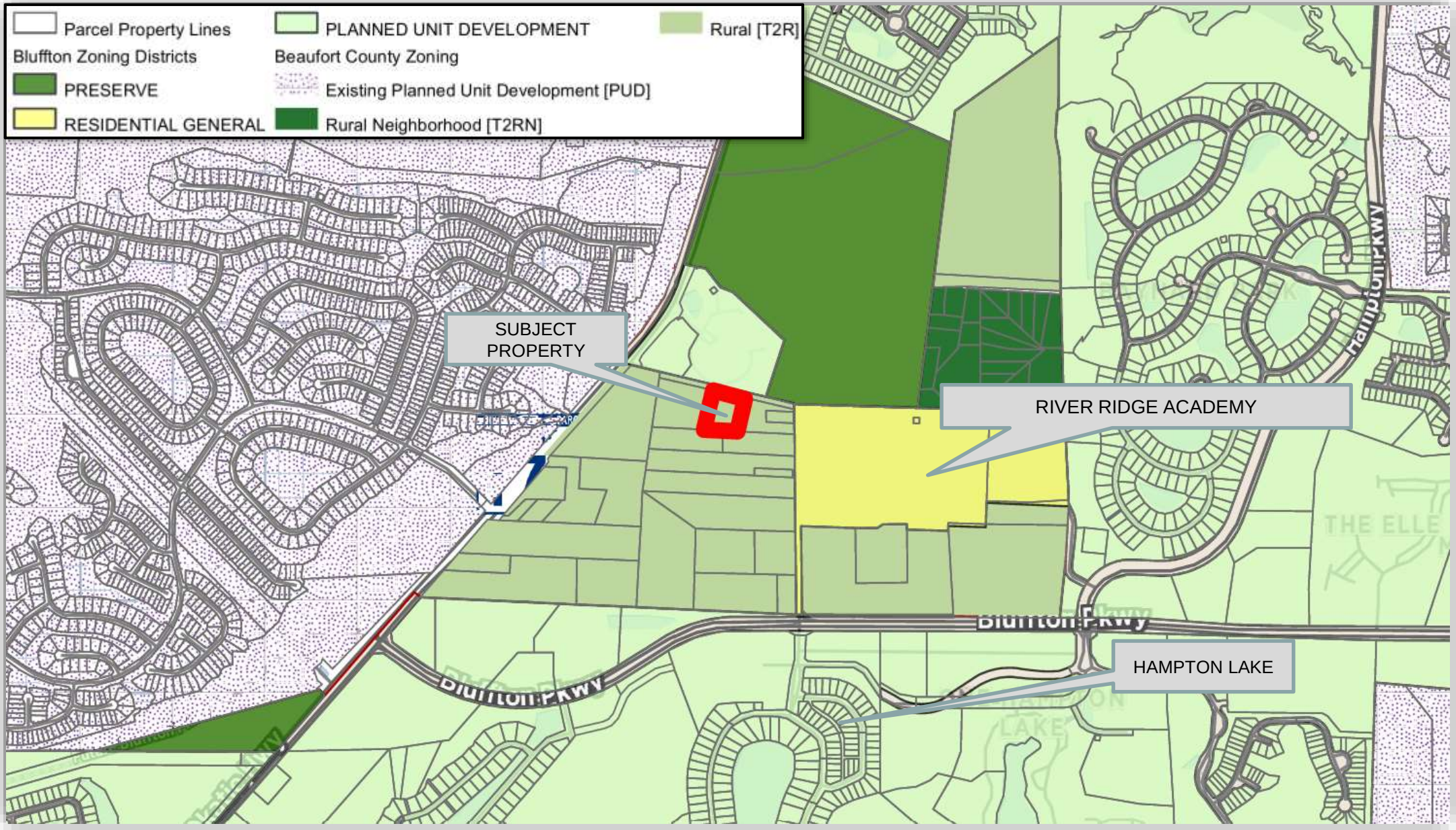
- Pursuant to the Annexation Manual, the Applicant intends to request rezoning to the Town's Residential General (RG) Zoning.
- The Applicant intends to allow their family to place manufactured homes on the Property in an effort to provide an option for affordable housing.
- Should Town Council vote to accept the annexation application, additional concurrent applications for amendments to the Town's Comprehensive Plan and Zoning will be required.

Background

- The Property contains approximately 2.14 acres located within Unincorporated Beaufort County.
- The Property contains one (1) manufactured home.
- Davis Road traverses the site from west to east and provides access to approximately thirty-two (32) properties.

Aerial Map

Zoning Map


Parcel Property Lines
PLANNED UNIT DEVELOPMENT
Rural [T2R]
Bluffton Zoning Districts
Beaufort County Zoning
PRESERVE
Existing Planned Unit Development [PUD]
RESIDENTIAL GENERAL
Rural Neighborhood [T2RN]
SUBJECT PROPERTY
RIVER RIDGE ACADEMY
HAMPTON LAKE
Bluffton Pkwy
Hampton Pkwy

Current Zoning

The Property is currently zoned as T2 Rural (T2R) which allows a very limited mix of residential and commercial uses such as:

1. Single Family Residential
2. Family Compound
3. Group Home
4. Home Business
5. Cottage Industry
6. General Retail 3,500 SF or Less
7. Gas Station/Fuel Sales
8. Animal Services: Kennel
9. Day Care: Family Home (up to 8 clients)
10. Lodging: Short-Term Housing Rental (STHR)
11. Lodging: Inn (up to 24 rooms)
12. Mining & Resource Extraction
13. Gasoline Service Stations
14. Civic
15. Church
16. Agriculture
17. Recreation
18. Education
19. Safety
20. Public Assembly
21. Infrastructure
22. Transportation
23. Communications

The Rural (T2R) Zone is intended to preserve the rural character of Beaufort County.

The T2 Rural Zone implements the Comprehensive Plan goals of preserving the rural character of portions of Beaufort County.

Proposed Zoning

The proposed zoning of the Property is currently Residential General (RG) which allows a very limited mix of residential and commercial uses such as:

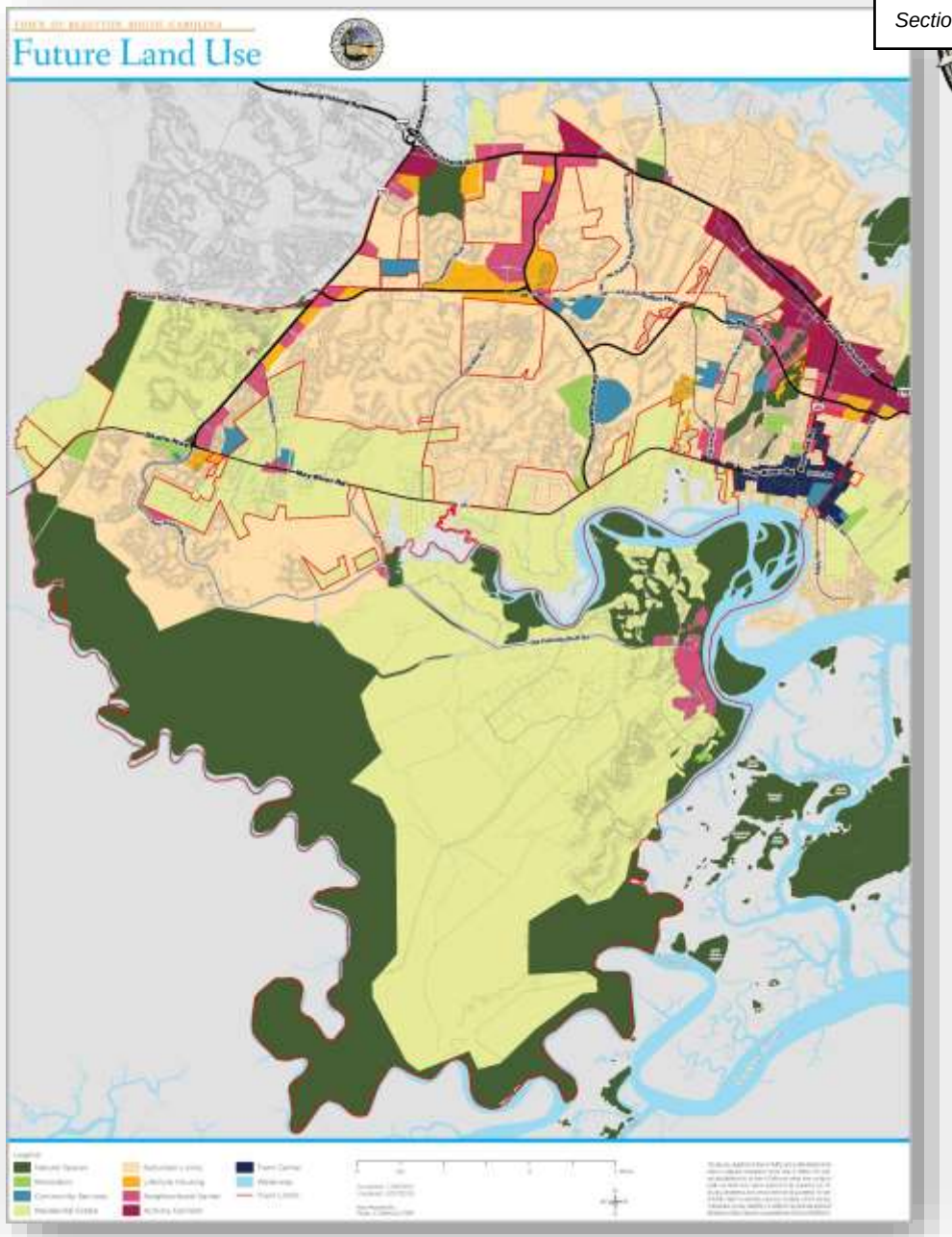
1. Single Family Attached (4 DU/Acre)
2. Single Family Detached (4 DU/Acre)
3. Accessory Dwelling Unit
4. Agricultural Use and Structures
5. Short-Term Rental
6. Homestay Rental (1-Bedroom)
7. Bed and Breakfast (2-5 Bedrooms)
8. Home Occupation
9. Family Day Care Home (1-6 Children)
10. Group Day Care Home (7-12 Children)
11. Child Care Center (13+ Children)
12. Golf Course
13. Cemetery
14. Government Building
15. Parks
16. Museum
17. Religious Assembly
18. School
19. Utilities
20. Telecommunications Tower

The Residential General (RG) Zone is intended to provide for moderate density residential neighborhoods. This district will include a range of dwelling types in an integrated neighborhood setting with other civic and recreational uses. The regulations are designed to promote neighborhood character and accommodate a variety of dwelling types..

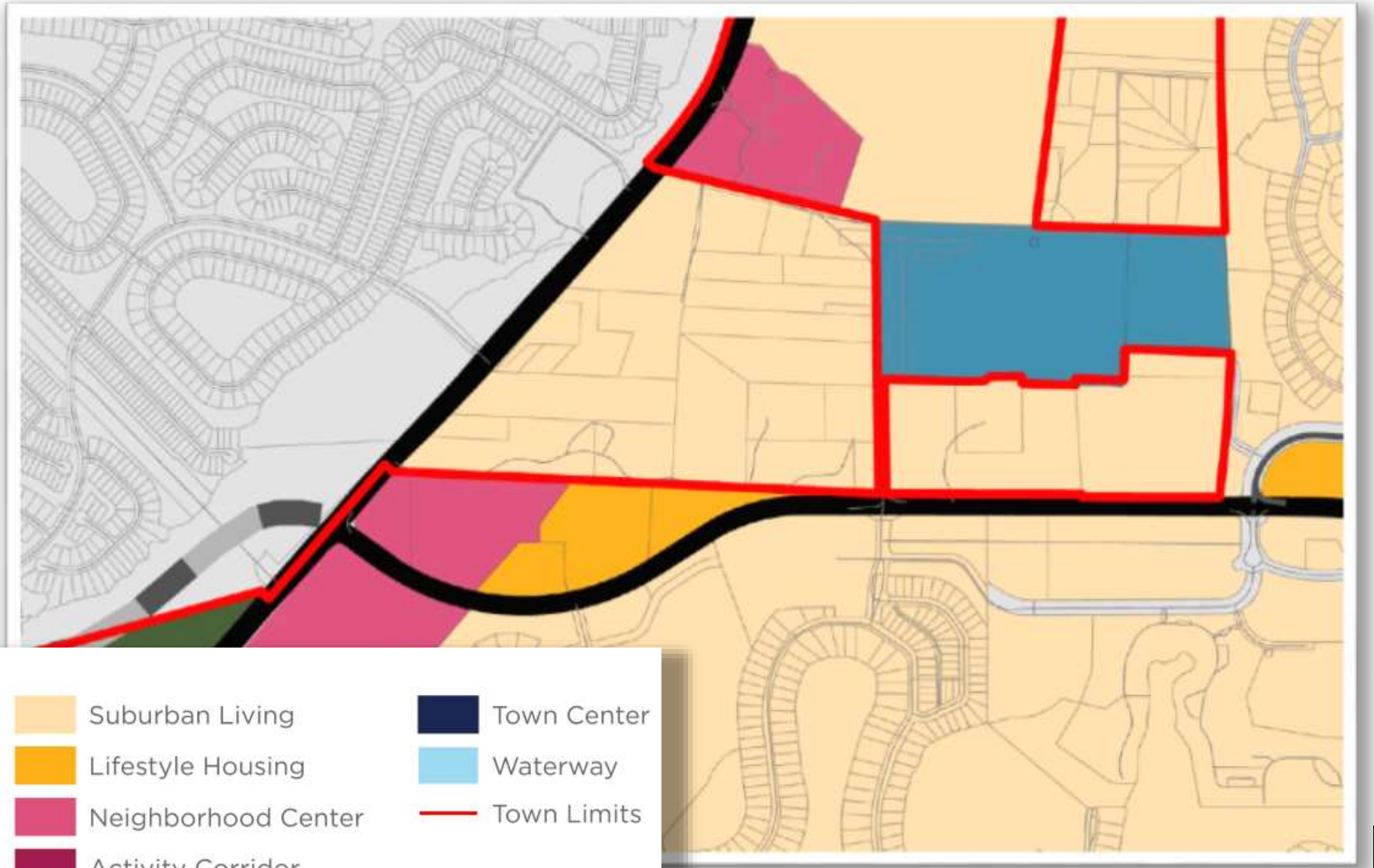
Zoning Comparison

	CURRENT ZONING	PROPOSED ZONING
LOCATION	Beaufort County	Town of Bluffton
ZONING DISTRICT	T2 Rural	Residential General (RG)
MAX. RES. DENSITY	0.34 RDU's an Acre (1 Unit per 3 Acres)	Four (4) RDU's an Acre
MAX. BUILDING HT.	Two (2) Stories	Three (3) Stories
REQUIRED PARKING	Three (3) Spaces per RDU	Two (2.25) Spaces per RDU
STORMWATER TREATMENT	SOLOCO	SOLOCO
COMPREHENSIVE PLAN	Suburban (Low-Density SF)	Lifestyle Housing

Future Land Use Map



Future Land Use Map



Legend

- Natural Spaces
- Recreation
- Community Services
- Residential Estate
- Suburban Living
- Lifestyle Housing
- Neighborhood Center
- Activity Corridor
- Town Center
- Waterway
- Town Limits

Review Process and Next Steps

Meeting	Date	Task Description/ Application(s) for Review
Town Council "Intent to Annex", Acceptance of Petition, Referral to Negotiating Committee	May 14, 2024	Annexation Petition
Negotiating Committee (if necessary) *(Additional Meetings May Be Required)*	TBD	Annexation Petition, Zoning Map Amendment, Concept Plan Amendment
Planning Commission Workshop	TBD	Annexation Petition, Zoning Map Amendment, Concept Plan Amendment
Planning Commission Public Hearing & Recommendation to Town Council	TBD	Annexation Petition, Zoning Map Amendment, Concept Plan Amendment
Town Council Ordinance 1st Readings	TBD	Annexation Petition, Zoning Map Amendment, Concept Plan Amendment
Town Council Public Hearing & Ordinance 2nd and Final Readings	TBD	Annexation Petition, Zoning Map Amendment, Concept Plan Amendment

QUESTIONS

Proposed Motion #1
Annexation Application Acceptance

"I move to **[accept / decline to accept]** Bryant Holding, LLC, 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 2.14 Acres, More or Less, Located, 30 Davis Road and Identified as Beaufort County Tax Map No. R600 029 000 0028 0000."

Proposed Motion #2
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]** Bryant Holding, LLC's One Hundred Percent (100%) Annexation Petition to the Town of Bluffton Negotiating Committee."

TOWN OF BLUFFTON
ANNEXATION APPLICATION

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

Applicant	Property Owner
Name: Bryant Holding, LLC	Name: Johnnie L Bryant III
Phone: 843-263-4354	Phone: 843-263-4354
Mailing Address: P.O Box 3338 Bluffton, SC 29910	Mailing Address: P.O Box 3338 Bluffton, SC 29910
E-mail: bluffton83@aol.com	E-mail: bluffton83@aol.com
Town Business License # (if applicable):	

Project Information

Project Name: Bryant Family Plot	Acreage: 2.14
Project Location: 30 Davis Road Bluffton, SC 29910	
Existing Zoning: T2R Rural	Proposed Zoning: Town of Bluffton
Tax Map Number(s): R600 029 00 0028 000	
Project Description: Family Plot	

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: Bryant III, Johnnie L Date: 3-14-2024

Applicant Signature: Date: 3-14-2024

For Office Use

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

Bryant Holding, LLC Annexation/Rezoning

To whom this letter may concern. I, Johnnie L Bryant III sole owner of Bryant Holding, LLC is submitting this formal request to have the above listed property of 30 Davis Road located in Bluffton, SC be reviewed for annexation within the Town of Bluffton for the purpose of Residential/Mix use.

My family and I are long time Natives of the low country Bluffton/Hilton Head area. As a young man, I watch this area grow tremendously and would like to preserve this family plot as “Bluffton” as we all know it to be.

One of the benefits that I truly believe that this property could be used as Affordable Mix/Used for family to place a Mobile Home and be able to have sufficient parking at their residence without any restriction, but most important AFFORDABLE. Please take all of this into consideration as we look forward to this exciting transition.

- R600 029 000 0028 2.14 acres
- Applicant/Owner contact:
  Johnnie L. Bryant III
  P O Box 3338 Bluffton, SC 29910
  843-263-4354 email: bluffton83@aol.com
- Existing structures: 2007 72x32 Clayton mobile home and small pump house.
- T2R Rual (Current Beaufort County)
- Residential/ Mix (Proposed)
- Currently under the T2R ruling, it only allows for the one residence on the 2.14 acres. Under The Town of Bluffton ruling, it would allow for more residences to be placed on the property.
- Current population of 30 Davis Road is 5
- The current utilities provider for 30 Davis Road is Palmetto Electric.

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

November 30, 2020

Mr. Johnnie Bryant
30 Davis Road
Bluffton, SC 29910

Re: Zoning Verification Letter
District 600, Map 029, Parcel 0028

Dear Sir:

This is to certify that the referenced property, R600 029 000 0028, located at 30 Davis Road and further defined as being located in Bluffton District is zoned T2-Rural. All uses pertaining to these parcel may be found at www.beaufortcountysc.gov at the Planning Department – Community Development Code.

If I may be of further assistance, please do not hesitate to call me at 843.255.2173.

Sincerely,

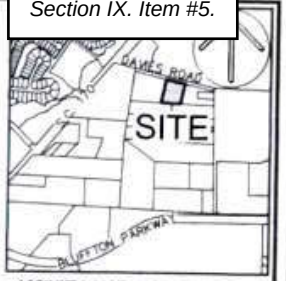
Hillary A. Austin
Zoning & Development Administrator

NOTES

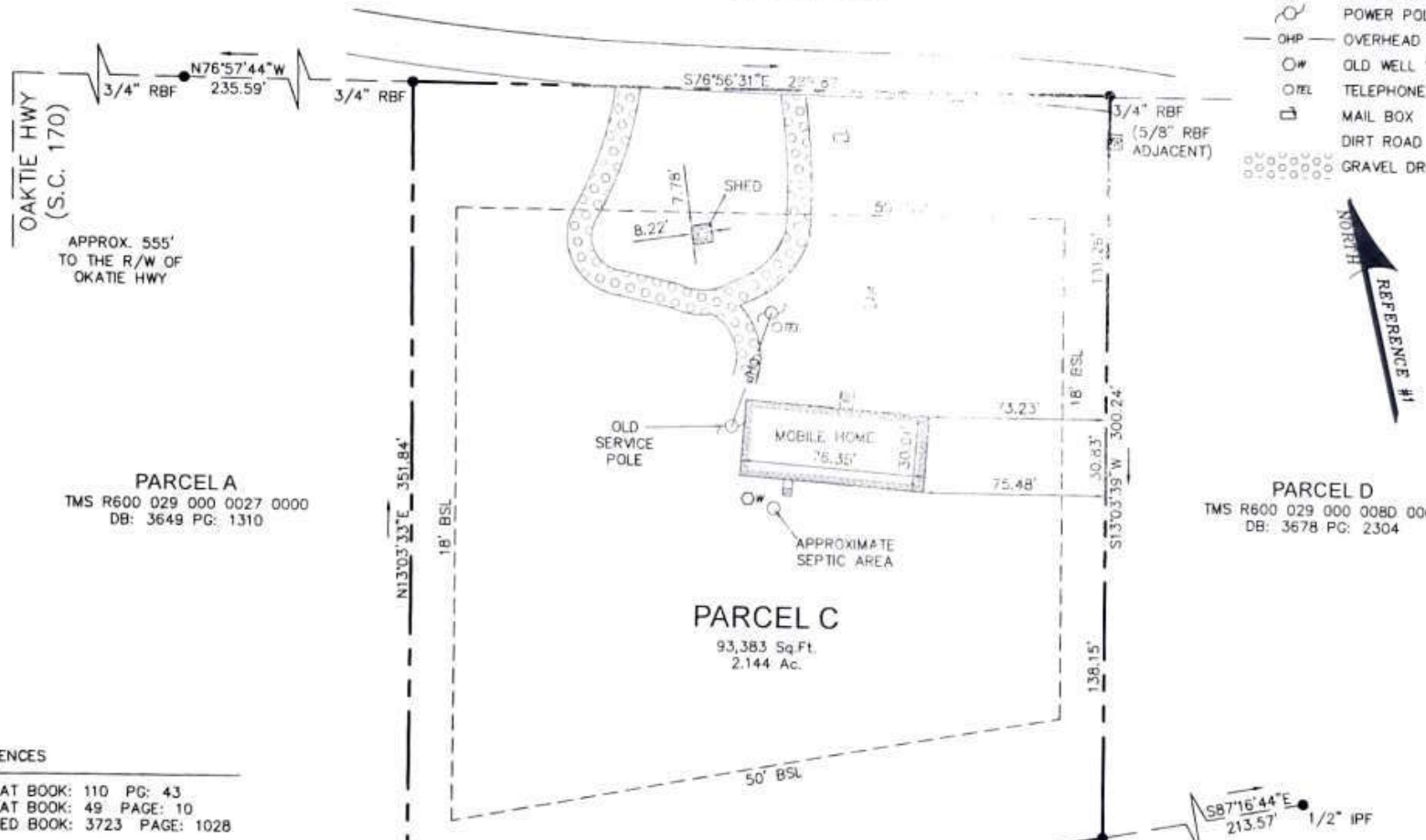
1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE C, FIRM PANEL 0110-D COMMUNITY 450025.
2. BUILDING SETBACKS ARE PER EMAIL TO BEAUFORT COUNTY ZONING DEPARTMENT ON 10-13-2020, AND MUST BE VERIFIED PRIOR TO CONSTRUCTION.

LEGEND

- CMF ■ CONC. MONUMENT FOUND
- RBF ● IRON REBAR FOUND
- BSL BUILDING SETBACK LINE
- SATELLITE DISH
- TRANSFORMER-ELECTRIC
- POWER POLE
- OHP OVERHEAD POWER LINE
- OW OLD WELL VALVE
- OTEL TELEPHONE JUNCTION BOX
- MAIL BOX
- DIRT ROAD
- GRAVEL DRIVEWAY



VICINITY MAP NOT TO SCALE



50 25 0 50 100
GRAPHIC SCALE

PREPARED FOR:
JOHNNIE BRYANT

AN AS-BUILT SURVEY OF

PARCEL C,
#30 DAVIES ROAD

TAX PARCEL No.
R600 029 000 0028 0000
THE TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK:	PV
FIELD CHECK:	JWR
DRAWN BY:	MJF
DATE:	10-21-2020
SCALE:	1"=50'
PROJECT No.:	BFT-20235
FILE:	BFT-20235 A1.DWG

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

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

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 CRIMPED WITH

REFERENCES

1. PLAT BOOK: 110 PG: 43
2. PLAT BOOK: 49 PAGE: 10
3. DEED BOOK: 3723 PAGE: 1028

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

RECORDED
2022 Dec -30 08:21 AM
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 4195 Pgs 0502-0504
2022060387 R
11/02/2022 03:21:37 PM
RCPT# 1110468
RECORDING FEES 15.00

ADD DMP Record 12/29/2022 01:50:17 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R600	029	000	0028	0000	00

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **BERNICE Y. BRYANT** (hereinafter referred to as "Grantor"), in the State aforesaid, in consideration of the sum of **TEN and NO/100 ($10.00) DOLLARS** to me in hand paid by **BRYANT HOLDING, LLC, a South Carolina limited liability company** (hereinafter referred to as the "Grantee") whose address is 103 Besseleiu Court, Bluffton, SC 29910, 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, forever, the following described property to wit:

ALL that certain lot of land situate, lying, and being in the Bluffton Township, Beaufort County, South Carolina, containing 2.14 acres, more or less, more particularly described as **Parcel C**, on a plat entitled "A Combination & Recombination Survey of Tax Map #'s, R600 029 000 0008 0000, R600 029 000 0027 0000, & R600 000 008D 0000 Near Bluffton, Beaufort County, South Carolina", prepared by TGS Land Surveying, and certified by Thomas G. Stanley, Jr., PLS #18269, TGS Land Surveying, which plat is dated August 23, 2004 being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 110 at Page 43; and

Beaufort County Tax Map No. R600-029-000-0028-0000

TOGETHER with a non-exclusive easement appurtenant for ingress, egress and utilities (access and maintenance) over, across, and under that property identified as a 50' non-exclusive easement over a 5 acre, more or less, tract owned N/F by Resource Development Group, LLC to Davis Road as shown on that certain plat

recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 49 at Page 10.

Said conveyance is made subject to all applicable covenants, easements and restrictions of record in the Office of the Register of Deeds, Beaufort County, South Carolina.

This being a portion of the same property conveyed to the within Grantor by Deed of Felicia Blackshear a/k/a Felcia Blackshear, individually and as Grantee of Connie Olivia White, Don D. Blackshear, and Shawn Blackshear, dated December 17, 2018, and recorded December 20, 2018, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 3723 at Page 1028.

This Deed was prepared by Dills Law Firm, LLC, PO Box 1696, Bluffton, South Carolina 29910, without benefit of a title examination.

THIS CONVEYANCE IS MADE SUBJECT TO all other easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, its successors and assigns, forever, in fee simple; subject, however, to the rights, conditions and restrictions that constitute covenants running with the land, all as set forth herein.

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

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 15 day of September, 2022.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

(2) _____
Signature of 1st Witness

(1) Bernice Y Bryant, by Johnnie Bryant AGENT (L.S.)
Bernice Y. Bryant, by Johnnie Bryant, Her Attorney-In-Fact

(3) _____
Signature of 2nd Witness/Notary Public

STATE OF South Carolina)
)
COUNTY OF Beaufort)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that *Johnnie Bryant, as Attorney-In-Fact for Bernice Y. Bryant* personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 15 day of September, 2022.

(4) _____ (L.S.)
Notary Public for the State of South Carolina
My Commission Expires: 6/17/24

[NOTARY SEAL]

COBURN DR W
COBURN DR E
HAGER RD
BLYTHE ISLAND DR
YONGES ISLAND DR
RAVEN GLASS LN
CONCESSION OAK DR
STOVELL LN
SPRING BEAUTY DR
KNOTWEED CT
HONESTY LN
REEDY PL
BAINBRIDGE WAY
SPRING MEADOW DR
DAVIS RD
RAIDER DR
RIVER RIDGE DR
HERONS BILL DR
BULL HILL RD
BUFFLEHEAD LN
HAMPTON PKWY
UNNAMED
PARKLANDS DR
DANBRIDGE CT
FORDING CT
Zone Districts
Buckingham Landing Community Preservation[BLCP]
C3 Neighborhood Mixed Use [C3NMU]
C4 Community Center Mixed Use [C4CCMU]
C5 Regional Center Mixed Use [C5RCMU]
May River Community Preservation [MRCP]
Existing Planned Unit Development [PUD]
T1 Natural Preserve [T1NP]
T2 Rural [T2R]
T2 Rural Center [T2RC]
T2 Rural Neighborhood [T2RN]
T3 Edge [T3Edge]
T3 Hamlet Neighborhood [T3HN]
T3 Neighborhood [T3N]
T4 Hamlet Center [T4HC]
T4 Hamlet Center Open [T4HCO]
T4 Neighborhood Center [T4NC]

Bryant Holding, LLC Aerial Map

Attachment 3

5/1/2024

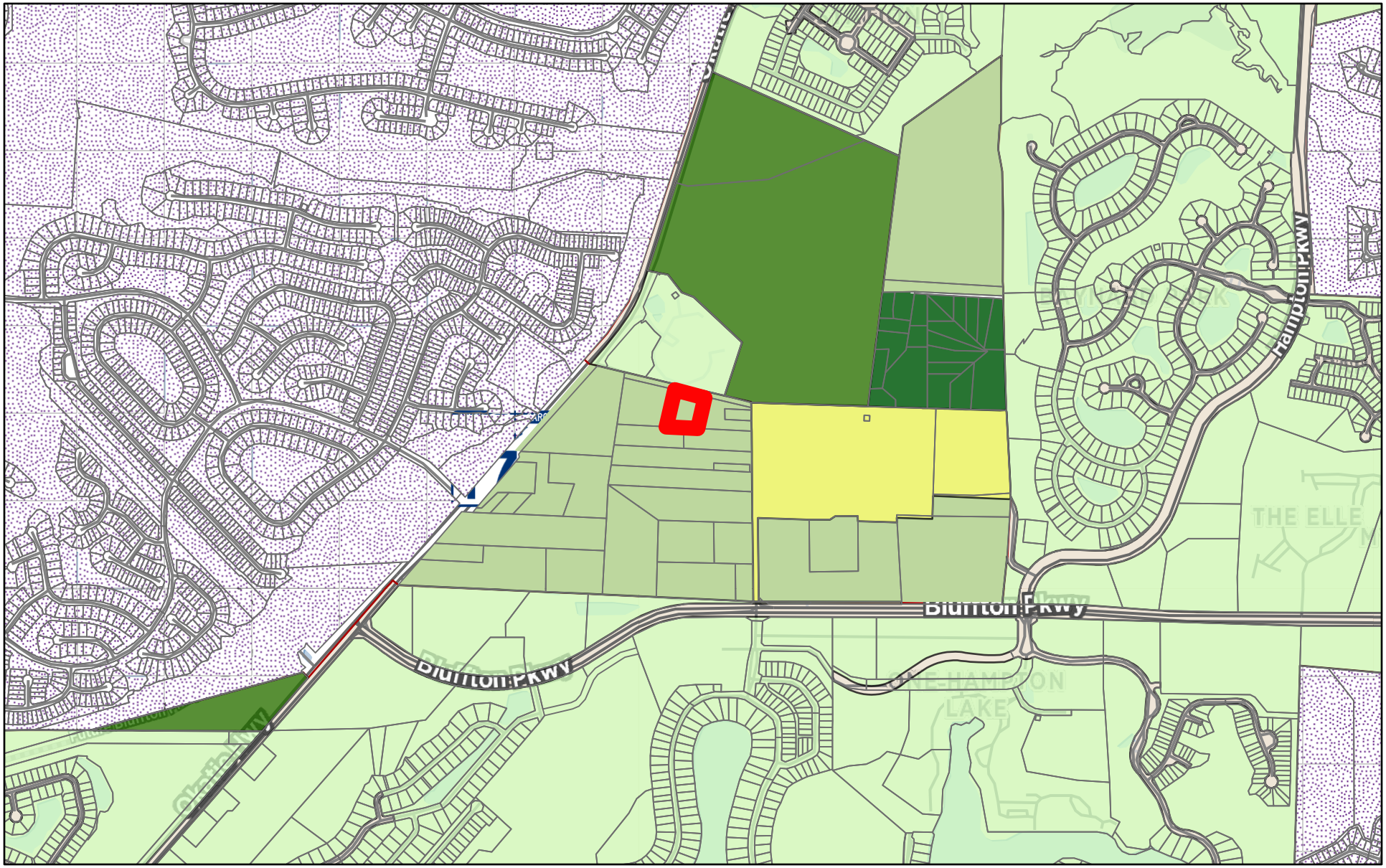
Parcel Property Lines

1:8,500

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Bryant Holding, LLC Zoning Map



5/1/2024

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Parcel Property Lines

Bluffton Zoning Districts

PRESERVE

RESIDENTIAL GENERAL

PLANNED UNIT DEVELOPMENT

Beaufort County Zoning

Existing Planned Unit Development [PUD]

Rural Neighborhood [T2RN]

Rural [T2R]

Attachment 5
Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Special Exception (SE), Not included as a specific use for the jurisdiction (-)

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	T2 Rural (T2R)	Residential Genral (RG)
RESIDENTIAL		
Single-family Detached	P	P
Single-family Attached	-	P
Muli-Family	-	-
Accessory Dwelling Unit	C	C
Single-family Cluster	-	-
Family Compound	C	-
Planned Development	-	-
AGRICULTURE/ CONSERVATION		
Agricultural Use and Structures	P	P
Animal Hospital, Veterinary Clinic, Kennel	C	-
Horse Riding School, Horse Training Facility and/or Commercial Stables	C	-
Seafood/Shellfish Packaging/Processing	C	-
Forestry	P	-
Aquaponics	SE	-
Agricultural Support Services	P	-
Animal Production	C	-
Animal Production: Factory Farming	SE	-
Seasonal Farmworker Housing	C	-
COMMERCIAL SERVICES		
Outdoor Sales	-	-
Retail Businesses	C	-
Personal Service Establishments	-	-
Restaurant	-	-
Motor Vehicle Sales and Services	-	-
Fueling/Service Station including fuel pumps/Convenience Store	S	-
Car Wash	-	-
Tattoo/Body Art Parlor	-	-
Adult Oriented Business	-	-

Attachment 5
Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Special Exception (SE), Not included as a specific use for the jurisdiction (-)

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	T2 Rural (T2R)	Residential Genral (RG)
Low Speed Recreational Vehicle Sales	-	-
General Retail 3,500 SF or Less	C	-
LODGING		
Short-Term Rental	SE	C
Homestay Rental (1-Bedroom)	-	P
Bed and Breakfast (2-5 Bedrooms)	-	P
Inns (6-12 Bedrooms)	-	-
Inns (up to 24 Bedrooms)	SE	-
Hotel (12 or More Bedrooms	-	-
Cottage Industry	C	-
OFFICE		
Home Occupation	C	P
Professional Offices	-	-
HEALTH/ HUMAN CARE		
Family Day Care Home (6 or Less Children)	-	P
Group Day Care Home (7 to 12 Children)	P	P
Child Care Center (13 or More Children)	-	P
Hospitals	-	-
Medical Offices and Clinics	-	-
Nursing Homes and Long-Term Care	SE	-
RECREATION/ ENTERTAINMENT		
Campgrounds and Recreational Vehicle Parks	P	-
Golf Course	P	P
Recreation Facility	SE	-
Theaters and Auditoriums	-	-
CIVIC/ INSTITUTIONAL		
Cemetery	-	P
Club, Lodge, Union Hall, or Social Center	-	-
Conference or Exhibition Center	-	-

Attachment 5
Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Special Exception (SE), Not included as a specific use for the jurisdiction (-)

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	T2 Rural (T2R)	Residential Genral (RG)
Government Building	-	P
Parks	-	P
Museum	-	P
Religious Assembly	C	P
School	-	P
Utilities	C	P
Ecotourism	C	-
Detention Facility	SE	-
Airport, Aviation Services	SE	-
INDUSTRIAL		
Artisan Workshop	-	-
Concrete and Asphalt Plants	-	-
Contractor's Office	-	-
Junk and Salvage Operations	SE	-
Light Assembly/Fabrication	-	-
Manufacturing	-	-
Manufacturing Storefront	-	-
Manufacturing Storehouse	-	-
Research and laboratory	-	-
Solid Waste Transfer Facility/Recycling Center	C	-
Telecommunications Towers	SE	C
Warehouse or Distribution Operation	-	-
Outdoor Maintenance/Storage Yard	-	-
Mining & Resource Extraction	SE	-
Other		
Public and Private Parking Structures and Stand Alone Parking Lots	-	-
Christmas Tree Sales	-	-
Roadside Stand	-	-
Mobile Homes/Sales Office	-	-

Attachment 5
Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

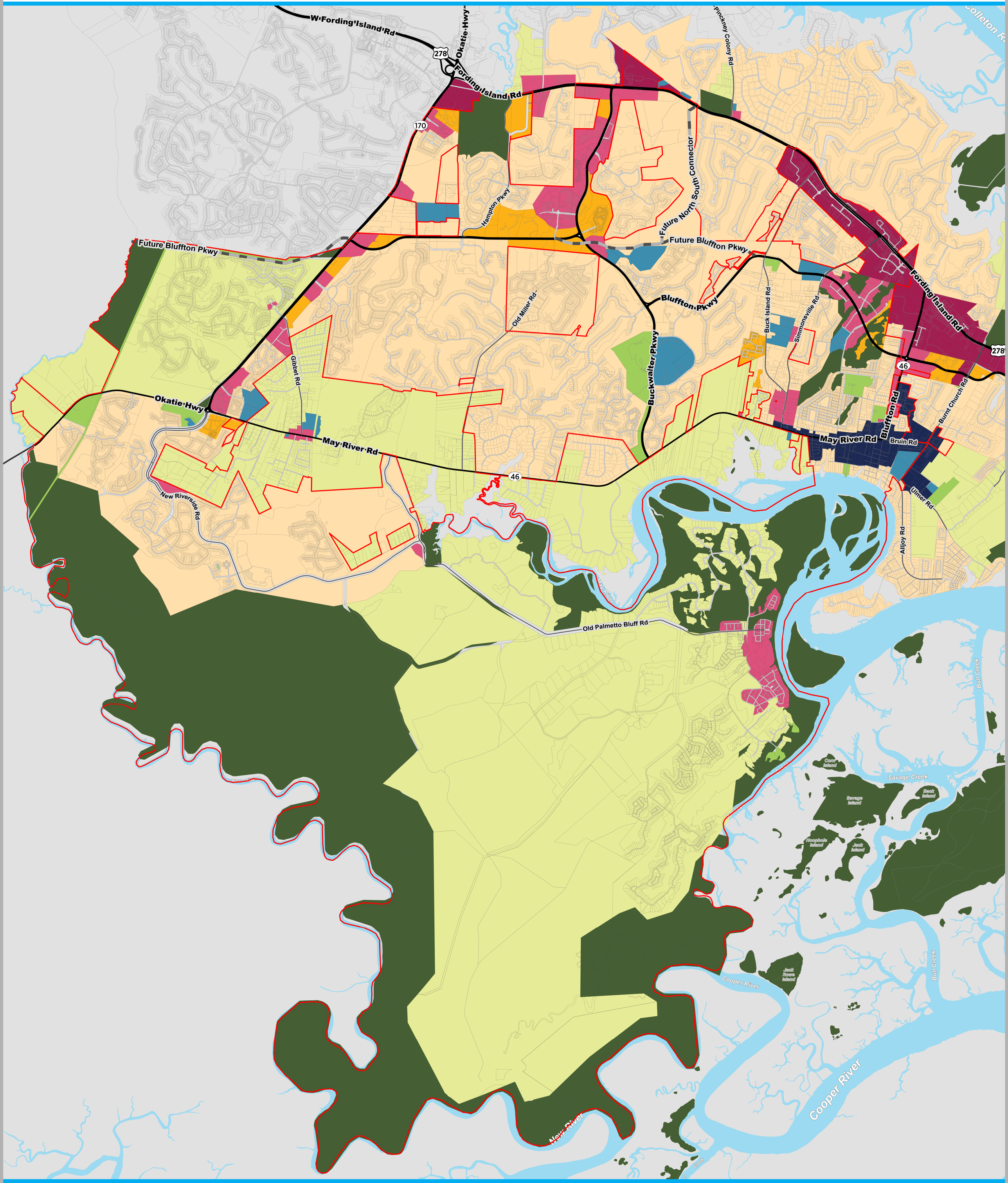
Legend: Permitted (P), Conditional (C), Special Exception (SE), Not included as a specific use for the jurisdiction (-)

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	T2 Rural (T2R)	Residential Genral (RG)
Public Interest and Special Events	-	-

TOWN OF BLUFFTON SOUTH CAROLINA

Future Land Use

Attachment 6



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: 1/5/2024

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.

Attachment 7
Bryant Holding, LLC
Annexation, Zoning Map Amendment & Comprehensive Plan Future Land Use Map Amendment
Application Meeting Sequence

Meeting	Date	Task Description/ Application(s) for Review	Action(s)
Pre-Application Meeting	**Fall 2023**	Annexation Petition Zoning Map Amendment	Review of Application Requirements and Timeline
Application Submittal Meeting	**March 14, 2024**	Annexation Petition	Submittal of Revised Annexation Petition
Town Council "Intent to Annex", Acceptance of Petition & Referral to Negotiating Committee	**May 14, 2024 5:00 p.m.**	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
Concurrent Application Submittals	**TBD**	Zoning Map Amendment Comprehensive Plan Future Land Use Map Amendment	Submittal of Revised Application Packages
Submittal of Revisions for Planning Commission Workshop Packet	**TBD**	Annexation Petition Zoning Map Amendment Comprehensive Plan Future Land Use Map Amendment	Resubmittal of Applications with Revised Materials
Planning Commission Workshop	**TBD 6:00 p.m.**	Annexation Petition Zoning Map Amendment Comprehensive Plan Future Land Use Map Amendment	Discussion and Comments for Consideration.
Public Hearing Notice 30 days Prior to Public Hearing	**TBD**	Annexation Petition ☐☐☐ Zoning Map Amendment ☐☐☐ Comprehensive Plan Future Land Use Map 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 Zoning Map Amendment Comprehensive Plan Future Land Use Map 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 6:00 p.m.**	Annexation Petition △ Zoning Map Amendment △ Comprehensive Plan Future Land Use Map Amendment △	Public Hearing and Recommendation to Town Council Public Hearing Cases △
Submittal of Revisions for Town Council 1st Readings Packet	**TBD**	Annexation Petition Zoning Map Amendment Comprehensive Plan Future Land Use Map 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
Bryant Holding, LLC
Annexation, Zoning Map Amendment & Comprehensive Plan Future Land Use Map Amendment
Application Meeting Sequence

Town Council Ordinance 1st Readings	**TBD** **5:00 p.m.**	Annexation Petition Zoning Map Amendment Comprehensive Plan Future Land Use Map Amendment	Ordinance 1st Readings
Public Hearing Notice 30 days Prior to Town Council Public Hearing	**TBD**	Annexation Petition □ □ □ Zoning Map Amendment □ □ □ Comprehensive Plan Future Land Use Map 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 Zoning Map Amendment Comprehensive Plan Future Land Use Map 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** **5:00 p.m.**	Annexation Petition △ Zoning Map Amendment △ Comprehensive Plan Future Land Use Map Amendment △	Public Hearing and Ordinance 2nd and Final Readings Public Hearing Cases △

Attachment 8

Proposed Motion

ANNEXATION PETITION ACCEPTANCE

Consideration of the Intent to Annex Application of Bryant Holding, LLC, 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 2.14 Acres, More or Less, Located, 30 Davis Road and Identified as Beaufort County Tax Map No. R600 029 000 0028 0000;

"I move to ***[accept / decline to accept]*** *Bryant Holding, LLC, 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 2.14 Acres, More or Less, Located, 30 Davis Road and Identified as Beaufort County Tax Map No. R600 029 000 0028 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]*** *Bryant Holding, LLC's One Hundred Percent (100%) Annexation Petition to the Town of Bluffton Negotiating Committee."*

TOWN COUNCIL

STAFF REPORT
Executive Department

MEETING DATE:	May 14, 2024
PROJECT:	Consideration of An Ordinance Authorizing an Economic Development Incentive Agreement between the Town of Bluffton and Palmetto Land Associates, LLC in Support of the Development of 11,800 square feet of Medical and Healthcare Facility Space – First Reading
PROJECT MANAGER:	Chris Forster, Assistant Town Manager

REQUEST: Request for Town Council to approve first reading of an ordinance approving the execution and delivery of an economic development agreement with Palmetto Land Associates, 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:

Staff received a grant request from Rick Maggin, Manager, Palmetto Land Associates, LLC (PLA) on March 22, 2024. If awarded a grant, PLA is willing to dedicate 11,800 square feet of facility space, within the Bluffton Yards development, to tenants in the medical and healthcare industries.

The total investment in the project is between twenty-five and thirty million dollars ($25M - $30M). It is expected to employ 134 full-time positions of which 42 will be in the medical and healthcare industry. The average annual salary is expected to be $61,459.

Site development of phase one of the project has been approved. The estimated start is the end of calendar year 2024 with an estimated completion by the end of 2025. The remaining phases are expected to be completed by summer of 2027. The medical and healthcare portion of the development will generate an estimated $10,850 in property taxes annually and an estimated $10,000 in business license revenue related to the construction and $2,500 in business license revenue annually.

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 developments.

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 PLA proposed development, the significant investment and potential new jobs, staff recommends the following grant percentages. It is recommended that PLA 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 medical and healthcare use.

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

Fee	**Est. Total**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Development Plan Preliminary	$ 750	$ 375				
Development Plan Finals	1,000	500				
COFA Fee	500	250				
Building Permit - Commerical	22,700	11,350				
Building Permit - Commercial Plan Check	17,000	8,500				
Stormwater Review	250	125				
Stormwater Plan Review Amendment	142	71				
Stormwater Erosion Inspection	3,000	1,500				
BJWSA Capacity Fee	40,000	40,000				
Business License Fee	10,000	5,000	1,250	1,250	1,250	1,250
	$ 95,342	**$ 67,671**	**$ 1,250**	**$ 1,250**	**$ 1,250**	**$ 1,250**
				Total 5 year Benefit		**$ 72,671**
* These are estimates and actuals are subject to change.						

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

Bluffton Taxes / Fees (5 Year Total)	**Amount**
Initial Building & Development Fees	$ 45,342
Property Taxes	54,250
Business License Fees	20,000
Total Taxes & Fees	$ 119,592
Five Year Grant Total	$ 72,671
Net Revenue (Initial 5 Years)	**$ 46,921**

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. Grant Agreement
6. Motion

AN ORDINANCE OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH PALMETTO LAND ASSOCIATES, 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, Palmetto Land Associates, LLC (“Developer”) owns, or intends to purchase, 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 over four million dollars ($4,000,000) to purchase, design, and construct on the property eleven thousand eight hundred (11,800) square feet of medical and healthcare office space (collectively, the “Development”), and (b) create over forty (40) healthcare and medical related jobs, earning an average of sixty one thousand four hundred fifty nine dollars annually (61,459).

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.

TOWN OF BLUFFTON, SOUTH CAROLINA

_____
Larry Toomer
Mayor

(SEAL)

Attest:

_____
Marcia Hunter
Town Clerk

First Reading: _____

Second Reading: _____

EXHIBIT A

GRANT AGREEMENT

(SEE ATTACHED)

Palmetto Land Associates, LLC

March 22, 2024

John O'Toole
Executive Director
Beaufort County Economic Development Corporation
PO Box 7017
Hilton Head Island, SC 29938

Chris Forster
Assistant Town Manager
Town of Bluffton
PO Box 386
20 Bridge Street
Bluffton, SC 29910

Dear John and Chris,

On behalf of Palmetto Land Associates LLC, we hereby request consideration for a grant, or other incentives as described in the Town of Bluffton Economic Development Incentive Program. Specifically, we request your consideration for assistance with:

1. A grant
2. Planning and permitting fees
3. Business license fees
4. BJWSA's capacity fees
5. Property tax credits
6. Property tax credits for the installation of a fire sprinkler system
7. Additional incentives at the discretion of the Council.

Introduction

Bluffton Yards and the Lowcountry Pickleball Club (LPC) will provide a substantial benefit to the community in the form of enhanced quality of life through a variety of recreation, fitness, health care and retail services. Beaufort County, the Town of Bluffton, private residential developers, and communities will avoid the need to allocate land and capital to build pickleball courts, a high demand amenity for the fastest growing sport in the country. Additionally, the project will provide increased tax revenue, create business and employment opportunities, and increase tourism by putting Bluffton on the map as a world class pickleball destination.

Project: Bluffton Yards

Bluffton Yards is a new lifestyle campus focused on pickleball, health care, fitness, food and beverage, and retail. The initial phase of the project will consist of a first class pickleball club, tentatively named Lowcountry Pickleball Club, that will include (i) a clubhouse with a pro shop, locker rooms/showers, administrative offices, performance training and bar/café, (ii) 1 stadium court, (iii) 6 indoor courts, (iv) 18 outdoor courts, (v) a concession stand, (vi) multiple gathering/game/event spaces, and (vi) a physical therapy office.

Michael and Kelli Ventling, long-time Bluffton residents, will be owners of the club.

LPC will provide a high-quality experience focusing on:

- Professional instruction, competitive play at all levels, and camps
- Tournaments - collegiate, high school, interclub, USTA, and youth league
- Specialty events - corporate meetings, pre-wedding and wedding parties, class reunions, charity, and community events.

The remaining property will host compatible uses including health care, fitness training, food and beverage, retail, and other services.

Project Statistics - Buildings / Capital / Jobs & Medical Use

- 70,000+ square feet of buildings are planned for Bluffton Yards, inclusive of 12,000 sf of medical/health care space. Additionally, the project contains 100,000+/- sf of exterior courts, yard/game areas, dining, and event space.
- We anticipate capital costs to range between $25 and $30 million for the project (acquisition, hard and soft costs), inclusive of $4 million for medical/health space.
- New job projections for the project include 134 total jobs, inclusive of 44 medical/health care jobs and $7 million in annual gross wages.

Property Ownership

The property was acquired in 2006 by Palmetto Land Associates, LLC (PLA). The principals of PLA include Richard Maggin (a 30-year homeowner on Hilton Head) and Kenneth Maggin, developers/builders, headquartered in the Washington, DC area.

Location

The 10.25-acre property is located on the east side of Okatie Highway, between Gibbet Road and Highland Crossing Drive. The property is part of the Jones Tract PUD and is within the Master Planned Palmetto Point Business Park.

Schedule

We have received approval from the Town of Bluffton for the site development of the first phase of the project, which includes the common areas and the pickleball club. Court Atkins is finalizing the architectural package and plans to submit for the pickleball club building permit in the second quarter of 2024. Pending financing, we plan to begin the site development in the second or third quarter of 2024. The construction term for the first phase is anticipated to take twelve months.

Carolina Engineering, our civil engineer, is finalizing the site plan for the balance of the project. We plan to submit for site plan approval for the other phases as a single submission once the package is ready. We have had preliminary discussions with tenants for the other buildings, however, official marketing will begin once we break ground on the first phase. Construction timeframe for the balance of the buildings is dependent on permitting, lease up and financing. We hope to begin construction in the second quarter of 2025 and are programing completion of the balance of the project 18 months after the issuance of permits and the start of construction.

Plans

Attached are the following plans for your reference:

1. Bluffton Yards Illustrative Site and Phasing Plan
2. Lowcountry Pickleball Club Front Elevation, page A3.0
3. Lowcountry Pickleball Club Renderings, pages RE 1.1 & 1.2

Attachments

Attached are the following documents:

1. Beaufort County Project Profile Worksheet, page 1 & 2
2. Palmetto Land Associates, LLC - New Job Projections Worksheet (including areas highlighted in yellow to indicate medical/health care projections)

Thank you for your consideration. We look forward to working with you and are available to answer any questions you may have.

Sincerely,

Rick Maggin
Manager, Palmetto Land Associates, LLC

Project Profile Worksheet

Project Information	
Company Name:	Palmetto Land Associates, LLC
Project Name:	Bluffton Yards
Type of Project:	Start Up
Type of Entity:	LLC
Type of Business:	
NAICS or SIC Code:	236220
Address:	15 Caine Drive, 50 Estate Drive & 60 Estate Drive
Completed By:	Richard Maggin
Phone Number:	301-943-2717
Email Address:	rick@magginconstruction.com
Date:	3/22/2024

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

Development of 10.25 acres of commercial real estate at the Master Planned Palmetto Point Business Park. The property is located on the east side of Okatie Highway, south of Gibbet Road and north of Highland Crossing Drive. The project is currently planned in four phases and will include a pickleball club, food and beverage, medical/health care and retail tenants. Phase 1 includes the pickleball club/health care and the common areas, including storm water, utilities and parking areas. Phase 1 land development permits have been issued and we hope to begin site work in the second quarter of 2024. The building plans for the pickleball club/medical space in Phase 1 are being completed and we anticipate filing for permit processing in the second quarter of 2024. The remaining phases are projected to be submitted for site plan approval as soon as the engineers are able to complete the submission package. Construction of the remaining phases will occur upon lease up and issuance of permits.

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

We are working with our land planner and civil engineer to evaluate the final positioning, size and configuration of the buildings on the site for the balance of the phases. We do not anticipate major changes.

Estimated Capital Investment	Year 1	Year 2	Year 3	Year 4	Year 5	
	2024	2025	2026	2027	2028	Total
Land Costs & Pre-Development Costs to Date	$ 3,600,000	$ -	$ -	$ -	$ -	$ 3,600,000.00
Building - New Construction	$ 3,000,000	$ 12,000,000	$ 8,000,000	$ -	$ -	$ 23,000,000.00
Building - Purchase of Existing	$ -	$ -	$ -	$ -	$ -	$ -
Building - Renovations						
~Internal Renovations	$ -	$ -	$ -	$ -	$ -	$ -
~External Renovations	$ -	$ -	$ -	$ -	$ -	$ -
Building - Leasehold Improvements	$ -	$ -	$ -	$ -	$ -	$ -
Machinery & Equipment - New	$ -	$ -	$ -	$ -	$ -	$ -
Machinery & Equipment - Used	$ -	$ -	$ -	$ -	$ -	$ -
Pollution Control Equipment	$ -	$ -	$ -	$ -	$ -	$ -
Total Capital Investment	**$ 6,600,000.00**	**$ 12,000,000.00**	**$ 8,000,000.00**	**$ -**	**$ -**	**$ 26,600,000.00**

Estimated 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		
	2024		2025		2026		2027		2028		
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		$ -	5	$ 39.60	10	$ 34.00	6	$ 34.00		$ -	
Professional		$ -	3	$ 16.67	8	$ 50.00	4	$ 43.00		$ -	
Technical		$ -	2	$ 26.00	11	$ 26.00	4	$ 26.00		$ -	
Sales		$ -	2	$ 32.50	11	$ 18.09	6	$ 29.00		$ -	
Clerical		$ -	4	$ 17.00	10	$ 17.00	6	$ 17.00		$ -	
Craftsman (skilled)		$ -		$ -		$ -		$ -		$ -	
Operators (semi-skilled)		$ -		$ -		$ -		$ -		$ -	
Laborers (unskilled)		$ -		$ -	2	$ 14.00		$ -		$ -	
Service		$ -	4	$ 16.00	26	$ 16.15	4	$ 17.00		$ -	
		$ -		$ -		$ -		$ -		$ -	
		$ -		$ -		$ -		$ -		$ -	**Total New Jobs to SC**
		$ -		$ -		$ -		$ -		$ -	
New Job Creation to Date and Avg. Weekly Wage	0	$ -	20	$ 24.85	78	$ 23.63	30	$ 27.47	0	$ -	**134**
											Total New Medical Jobs 44

Estimated Jobs Relocated to New Facility		
Jobs are full time employees of the Company		
Employment Category	**Full Time Jobs**	**Avg Annual Wage**
N/A		$ -
		$ -

Estimated Utility Requirements (or increase if expansion):	
Water	TBD
Sewer	TBD
Electric	TBD
Gas	TBD

Use of Port?	NO

Estimated Business Activities:	
Annual Materials Purchased for Operations:	TBD
Annual Number of Visitors to the Facility:	1,000,000
Avg Visitors Length of Stay:	1.5 hours

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

Benefit packages will be addressed by the individual tenans that lease space in the project.

Briefly describe the financing structure for this project.

The land acquisition, carry and pre-construction costs have been financed internally by the owners. We anticipate financing each phase of the project separately. We are currently in discussions with local lenders and anticipate a combination of bank debt and equity for the capital stack.

Bluffton Yards

Labor Matrix - New Job Projections

3.22.2024

Key:

FTJ - Full Time Jobs **F&B - Food & Beverage**

Yellow Highlighted Areas - Medical/Health Care Uses

Projected Delivery	Deliver 3rd qtr 2025						Deliver 1st qtr 2026									Deliver 3rd qtr 2026						Deliver 1st qtr 2027						
Phase	Phase 1A (2024 - 2025)						Phase 1B (2025-2026)									Phase 2 (2025-2026)						Phase 3 (2026-2027)						Total
Building																Building 1			Building 2			Building 1			Building 2			
Type of Use	Pickleball FTJ	Average Hourly	Gross Wages	F&B FTJ	Average Hourly	Gross Wages	Medical FTJ	Average Hourly	Gross Wages	F&B FTJ	Average Hourly	Gross Wages	Retail FTJ	Average Hourly	Gross Wages	Medical FTJ	Average Hourly	Gross Wages	Medical / Retail FTJ	Average Hourly	Gross Wages	Retail / F&B FTJ	Average Hourly	Gross Wages	Retail / F&B FTJ	Average Hourly	Gross Wages	
Square Footage	28,200			2,000			1,800			8,000			3,000			5,000			5,000			8,500			8,500		Wage	70,000
Managerial	2	50	208,200	2	32	133,120	1	34	70,720	5	34	353,600	1	34	70,720	2	34	141,440	2	34	141,440	3	34	212,160	3	34	212,160	1,543,560
Professional	1	29	60,320				2	50	208,000							4	50	416,000	4	50	416,000	2	43	178,880	2	43	178,880	1,458,080
Technical	-	-					2	26	108,160	2	26	108,160	1	26	54,080	4	26	216,320	4	26	216,320	2	26	108,160	2	26	108,160	919,360
Sales	1	36	74,880				1	29	60,320	2	29	120,640	1	29	60,320	4	14	116,480	4	14	116,480	3	29	180,960	3	29	180,960	911,040
Clerical	2	17	70,720				2	17	70,720	2	17	70,720	4	17	141,440	2	17	70,720	2	17	70,720	3	17	106,080	3	17	106,080	707,200
Craftsman (skilled)	1	29	60,320																									60,320
Operators (semi-skilled)	3	14	87,360																									87,360
Laborers (unskilled)	2	14	58,240							2	14	58,240																116,480
Service				4	16	133,120				20	16	665,600	2	16	66,560	2	17	70,720	2	17	70,720	2	17	70,720	2	17	70,720	1,148,160
New Full Time Jobs Created	12			6			8			33			9			18			18			15			15			134
New Medical/Health Care Jobs							8									18			18									44
New Annual Gross Wages			$ 620,040			$ 266,240			$ 517,920			$ 1,376,960			$ 393,120			$ 1,031,680			$ 1,031,680			$ 856,960			$ 856,960	$ 6,951,560

ENTRANCE TO CYPRESS RIDGE

HIGHWAY 170 TO SAVANNAH

10' WIDE MULTI-USE BICYCLE & PEDESTRIAN PATH

RIGHT-IN RIGHT-OUT (TBD)

HIGHWAY 170 TO BEAUFORT

FULL ACCESS

PH 1B DECELERATION LANE

HIGHLAND CROSSING DRIVE 50' SHARED ROW

HIGHWAY BUFFER

BUILDING SETBACK

PH 3 FUTURE DEVELOPMENT 12,000 SF

PH 3 FUTURE DEVELOPMENT 5,000 SF

GREEN

PORTION OF PALMETTO POINTE DEVELOPMENT

FULL VEHICULAR ACCESS

PEDESTRIAN ACCESS

HIGHLAND CROSSING SHARED 50' ACCESS EASEMENT

ESTATE DRIVE SIDEWALK CONNECTION TO EXISTING

PH 2 FUTURE DEVELOPMENT 5,000 SF

PH 1B

PH 1A PICKLE-BALL CLUBHOUSE W/ 6 INDOOR COURTS +/-27,790 SF (9790 SF CLUB 18,000 SF COURTS)

PH 1B OUTDOOR DINING 7100 SF

PH 1B RESTAURANT 13,000 SF

PH 1A CONTRACTOR MOBILIZATION AREA

GATHERING SPACE

BUILDING SETBACK

FUTURE COMMERCIAL DEVELOPMENT

PERVIOUS PARKING (TYP.)

CONCESSIONS/RESTROOMS/STORAGE

OUTDOOR COURTS BOUNDARY FENCE/WALL

SHUTTLE DROP-OFF AND/OR FOOD TRUCK PARKING

CANE DRIVE

FUTURE COMMERCIAL DEVELOPMENT

ESTATE DRIVE 50' ROW

SABLE DRIVE

COMPASS SELF STORAGE

COMPASS SELF STORAGE

19 OUTDOOR COURTS

TEMPORARY GRAND STAND

CENTER COURT W/ GRAND STANDS

PEDESTRIAN ACCESS

ESTATE DRIVE SIDEWALK

RIGHT TURN LANE REQUIRED AT TIME OF PHASE 2 DEVELOPMENT, OR AS REQUIRED BY TRAFFIC REPORT

GIBBET ROAD

DEVELOPMENT SUMMARY

TOTAL ACRES	+/- 10.25 ACRES
ZONING:	JONES ESTATE PUD
MASTER PLAN:	PALMETTO POINT COMMERCIAL
PHASE 1:	20,100 SF RESTAURANT 27,790 SF PICKLE BALL CLUB
PHASE 2:	5,000 SF RETAIL BUSINESS
PHASE 2:	17,000 SF RETAIL BUSINESS

PARKING SUMMARY

	FACILITY	PARKING REQUIRED	PARKING PROVIDED
PHASE 1A	PICKLE BALL CLUB**	6.5 SPACES (10%)	184 SPACES
PHASE 1B	RESTAURANT*	242 SPACES	67 SPACES
PH 1 TOTAL		248.5 SPACES	251 SPACES (10 SPACES/COURT)
PHASE 2	RETAIL BUSINESS***	25 SPACES	92 SPACES
PHASE 3	RETAIL BUSINESS***	85 SPACES	60 SPACES
PHASE 1-3 TOTAL		358.5 SPACES	403 SPACES

INDOOR/OUTDOOR COMMERCIAL RECREATION: ADEQUATE PARKING FACILITIES OR CONTEMPLATED USE. THE REQUIRED COMMERCIAL RECREATION PARKING SPACES FOR ANY MULTIPLE USE AREA SHALL BE EITHER (A) THAT NUMBER OF SPACES REQUIRED FOR SUCH SINGLE USE HAVING THE GREATEST PARKING NEEDS PLUS TEN PERCENT (10%) OF THE COMBINED REQUIRED FOR ALL OTHER USES IN THE AREA, OR (B) THAT NUMBER OF SPACES SHOWN TO BE NECESSARY AND REASONABLE BY DATA SUBMITTED BY THE DEVELOPER, WHICHEVER IS LESS.

*USE W/ GREATEST PARKING NEEDS @ 12 SPACES/1000 SF

** 10% OF TOTAL PARKING AT 1.5 SPACES/1000 SF GROSS FLOOR AREA (EXCLUDING INDOOR COURT SPACE-18,000 SF) PLUS 2 PARKING SPACES/COURT.

*** 5 SPACES/1000 SF GROSS FLOOR AREA

PREPARED FOR:
PALMETTO LAND ASSOCIATES, LLC
PREPARED BY:

J. K. TILLER ASSOCIATES, INC.
LAND PLANNING LANDSCAPE ARCHITECTURE
181 BLUFFTON ROAD, SUITE F203 BLUFFTON, SC 29910
Voice 843.815.4800 jktiller@jktiller.com Fax: 843.815.4802

BLUFFTON PICKLEBALL CLUB
ILLUSTRATIVE SITE PLAN
TOWN OF BLUFFTON, SOUTH CAROLINA
SEPTEMBER 22, 2023

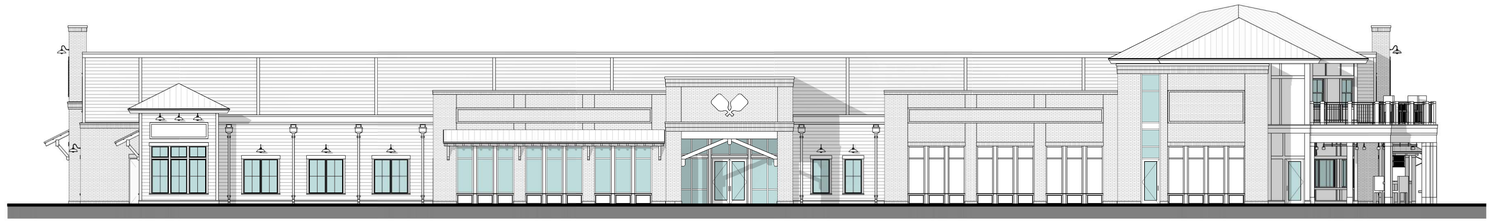
NORTH

GRAPHIC SCALE
0 50' 100' 150'

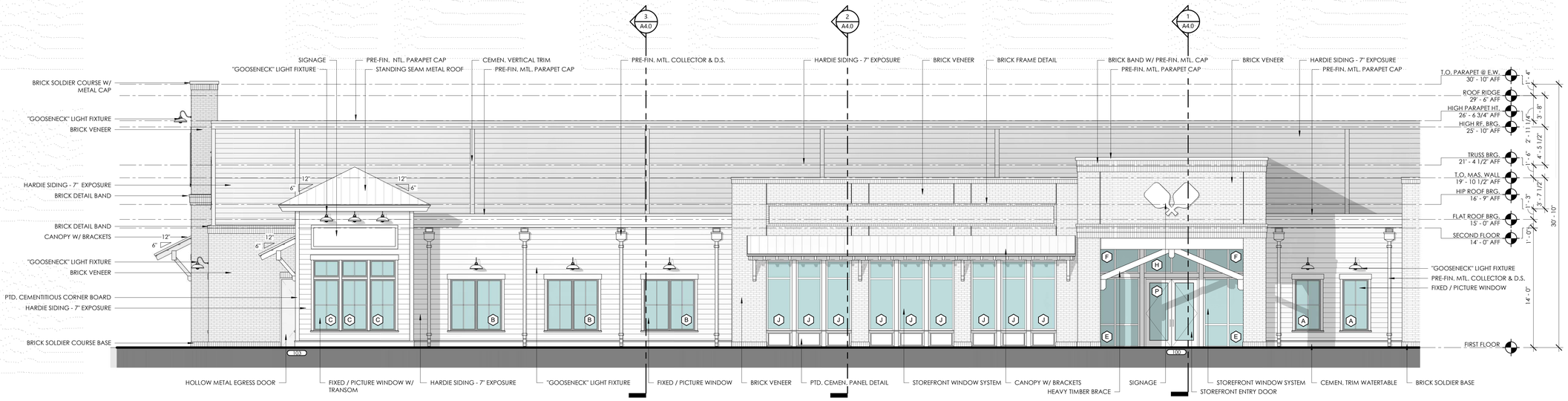
THIS IS A CONCEPTUAL PLAN AND IS SUBJECT TO CHANGE. ALL SURVEY INFORMATION AND SITE BOUNDARIES WERE COMPILED FROM A VARIETY OF UNVERIFIED SOURCES AT VARIOUS TIMES AND AS SUCH ARE INTENDED TO BE USED ONLY AS A GUIDE. ALL PROPERTY LINES, TRACT DIMENSIONS AND NARRATIVE DESCRIPTIONS ARE FOR GRAPHIC REPRESENTATION ONLY, AS AN AID TO SITE LOCATION AND POTENTIAL LAND USE, AND ARE NOT LEGAL REPRESENTATIONS AS TO FUTURE USES OR LOCATIONS. J. K. TILLER ASSOCIATES, INC. ASSUMES NO LIABILITY FOR ITS ACCURACY OR STATE OF COMPLETION, OR FOR ANY DECISIONS (REQUIRING ACCURACY) WHICH THE USER MAY MAKE BASED ON THIS INFORMATION.

JKT Job Number: 200549-03

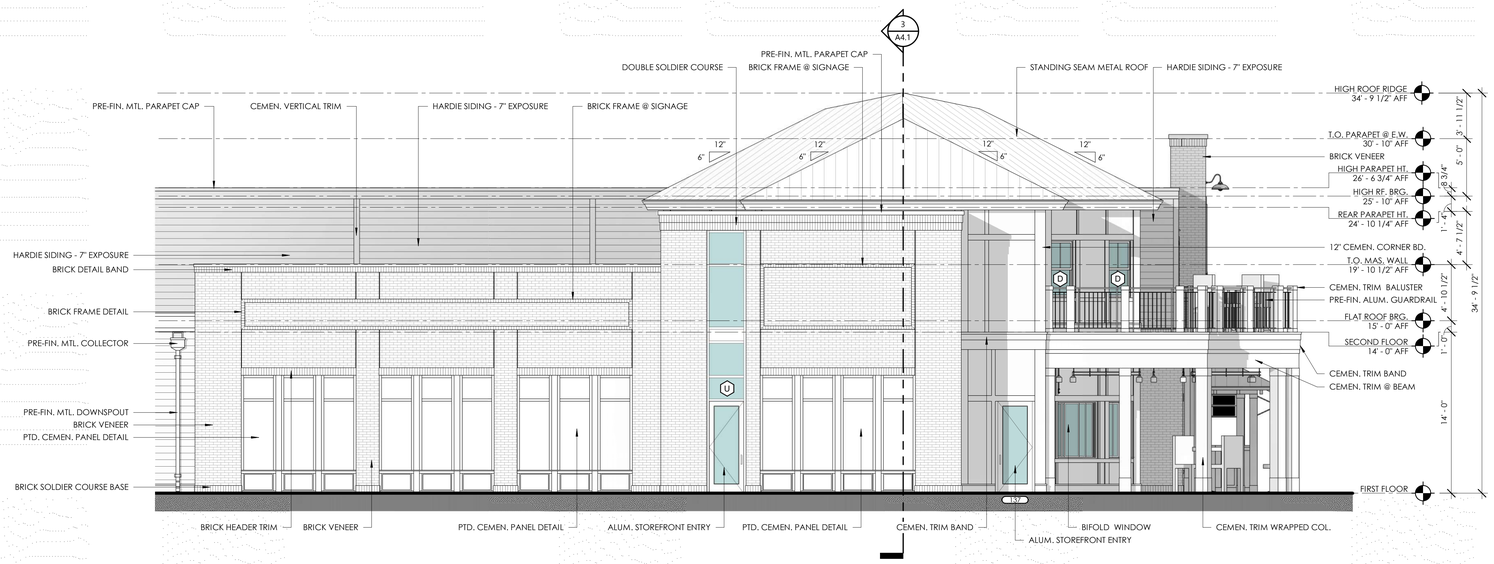
S:\Projects\200549\-03\Bluffton Pickleball Club Illustration.dwg, 24X36 TBLK, 9/22/2023 11:25:32 AM



1 A3.0 FRONT EXTERIOR ELEVATION - COMPOSITE
3/32" = 1'-0"



2 A3.0 FRONT EXTERIOR ELEVATION - COMPOSITE - LEFT
3/16" = 1'-0"



3 A3.0 FRONT EXTERIOR ELEVATION - COMPOSITE - RIGHT
3/16" = 1'-0"

COURT ATKINS GROUP

POST OFFICE BOX 3978
BLUFFTON, SC 29910
PH: 843.815.2557
FX: 843.815.2547

WWW.COURTATKINS.COM

LOWCOUNTRY PICKLEBALL CLUB
50 ESTATE DRIVE - BLUFFTON, SOUTH CAROLINA 29910

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PROJECT INFO

Date
2023.03.29

Project No.
21-111

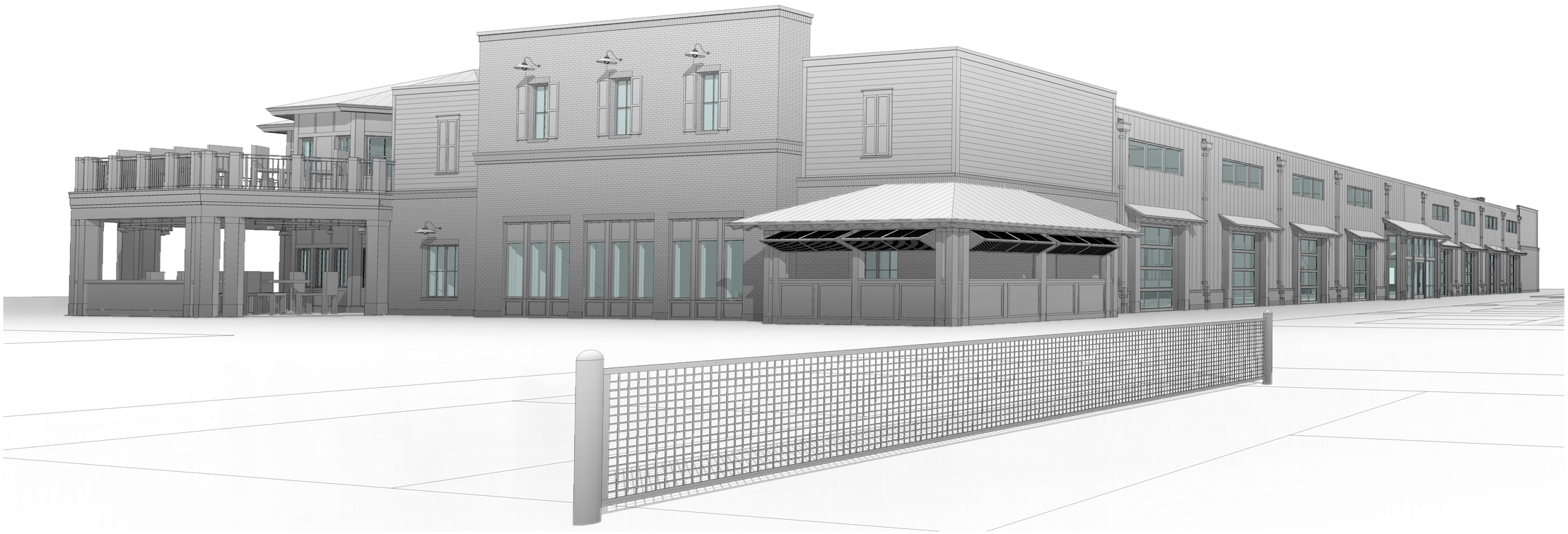
ISSUE

NO. REV. DATE DESCRIPTION

SHEET TITLE

BUILDING ELEVATIONS

A3.0



1 3D VIEW @ CHAMPIONSHIP COURT

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PROJECT INFO

Date
2023.03.29

Project No.
21-111

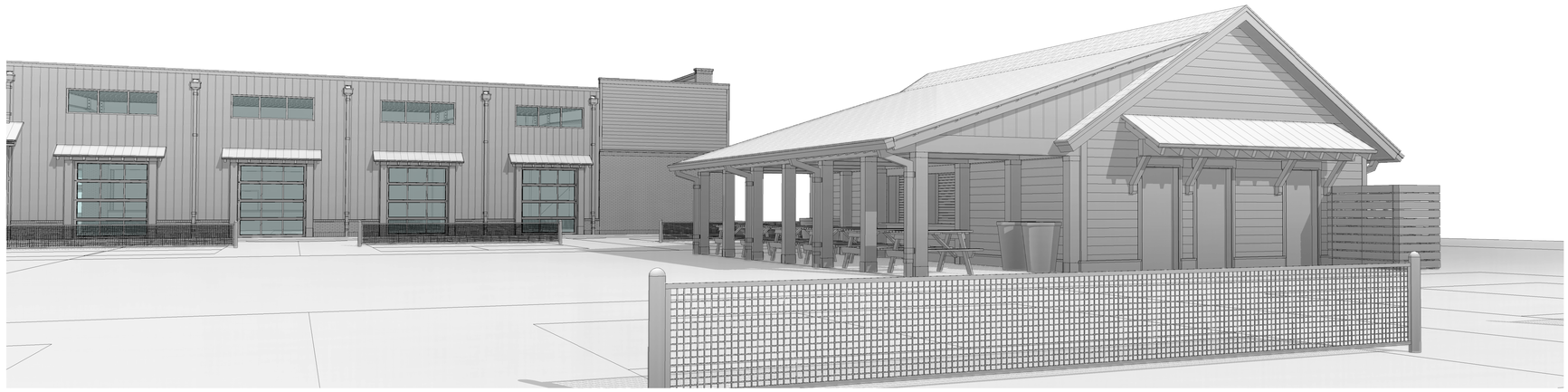
ISSUE

NO. REV. DATE DESCRIPTION

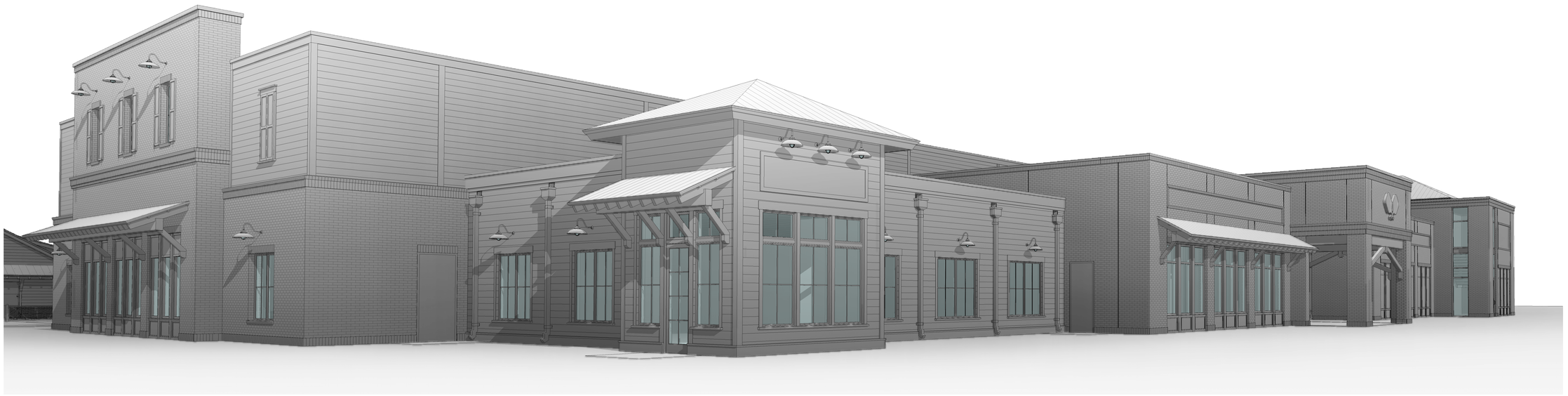
SHEET TITLE

RENDERED ELEVATIONS

RE1.1



1 3D VIEW @ MAIN CORRIDOR



2 3D VIEW @ MAIN CORRIDOR - ENLARGED

COURT ATKINS GROUP

POST OFFICE BOX 3978
BLUFFTON, SC 29910
PH: 843.815.2557
FX: 843.815.2547

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LOWCOUNTRY PICKLEBALL CLUB

50 ESTATE DRIVE - BLUFFTON, SOUTH CAROLINA 29910

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PROJECT INFO

Date
2023.03.29

Project No.
21-111

ISSUE

NO. REV. DATE DESCRIPTION

SHEET TITLE

RENDERED ELEVATIONS

RE1.2

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

THIS AGREEMENT dated the ____ day of _____ 2024, is between the Town of Bluffton, S.C., a municipal corporation with offices at 20 Bridge Street, SC 29910 ("Town"), and Palmetto Land Associates, LLC, ("Developer") a South Carolina limited liability corporation located at _____.

BACKGROUND STATEMENT

One of the primary missions of the Town is to encourage economic development and thereby improve the tax base and enhance the livability of the Bluffton area.

In September 12, 2023, the Bluffton Town Council adopted an Ordinance ("the Ordinance") establishing an economic development incentive plan. The Ordinance was codified as Article VI within Chapter 6 – Businesses and Business Regulations, and is incorporated herein by reference.

The Developer has acquired commercial property located at the east side of Okatie Highway between Gibbet Road and Highland Crossing Drive; the property is within the Town limits and within the Incentive Area identified in the Ordinance.

The Developer has requested an economic incentive grant from the Town in return for the Developer's agreement to develop commercial space in Town and locate approximately eleven thousand eight hundred (11,800) square feet of medical and healthcare use office space.

Revenues from business licenses, stormwater fees, building permits and property taxes are estimated to exceed $119,000 in a five-year period. There is also an estimate that the development will create an additional one hundred thirty four (134) jobs of which forty two (42) will be in the medical / health care industry.

Based upon the foregoing, the Town Council of the Town of Bluffton has determined that the mission of the Town to encourage economic development will be enhanced by the completion of the Developer's project.

STATEMENT OF AGREEMENT

1. In consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

2. The Developer will designate 11,800 square feet of commercial space dedicated for the operation of medical and healthcare uses in the Town in 2025 that complies with the definition of health care as referenced in the Ordinance If the Developer cannot find suitable business occupants in the health care industry, he must inform the Town in writing

of his intent to expand the search, and all potential business occupants must fall within the uses identified in the Ordinance, Section 6-145(a)(5) or the grant award may be amended in accordance with the Ordinance, Section 6-146(c)(3).

3. The Town will pay the Developer a grant based on the increase in fees and business licenses. The grant will be provided over a five-year period on the 1st of the month in which the business opens and on such date each subsequent year, contingent upon a certificate of occupancy being issued. The grants will be percentage based on the increase in values over the bases established for each of the below categories for the following percentages.

	Year 1	Year 2	Year 3	Year 4	Year 5
Permit Fees	50%	-	-	-	-
BJWSA	100%				
Business License	50%	50%	50%	50%	50%

The Business License amount will be set based on the amount paid at the time of issuing their building permit and subsequently on their paid renewal application amount that covers an entire twelve-month operation period. The permit fees will be based on the fees paid for work done prior to the Certificate of Occupancy and initial Business License of any tenants being issued.

4. The total amount of the grant shall not be greater than the direct value received by the Town and delivered from the capital investment during the contribution period.

5. The benchmarks, measures and reporting for this Agreement shall be:

Benchmark	Measure	Reporting
Target industries	Healthcare, and or medical; in the alternative, provide notice of expansion to all target industries in the Ordinance	Provision of tenant's business license with the Town of Bluffton.
Total project investment	$25,000,000 of which $4,000,000 for medial and healthcare space.	Budget spreadsheet with accompanying invoices and proof of payment.
Property valuation		

6. Notifications shall be addressed:

a) To Developer:
Rick Maggin
Palmetto Land Associates, LLC

b) To Town:
Town Manager
Town of Bluffton
20 Bridge Street

Bluffton, SC 29910

7. The Background Statement above is included in the terms of this agreement. The terms and conditions of the Ordinance are incorporated by reference.

IT IS SO AGREED as of the date above first written.

Palmetto Land Associates, LLC	**Town of Bluffton, South Carolina**
By:_____	By:_____
Its:_____	Its:_____

Attachment 6

Recommended Motion

Consideration of An Ordinance Authorizing an Economic Development Incentive Agreement between the Town of Bluffton and Palmetto Land Associates, LLC in Support of the Development of 11,800 square feet of Medical and Healthcare Facility Space - Chris Forster, Assistant Town Manager

"I make a motion to approve first reading of an Ordinance Authorizing an Economic Development Grant Incentive Agreement between the Town of Bluffton and Palmetto Land Associates, LLC."

TOWN COUNCIL

STAFF REPORT
Executive Department

MEETING DATE:	May 14, 2024
PROJECT:	Consideration of Renewal of Memorandum of Agreement, Residential Garbage Reimbursement
PROJECT MANAGER:	Chris Forster, Assistant Town Manager

RECOMMENDATION: Staff recommends renewal of the Memorandum of Agreement for Palmetto Bluff Preservation Trust, Inc. to reimburse for their residential garbage removal at the current rates that the Town pays to Waste Management for residential garbage removal. Recycling is not included.

BACKGROUND/DISCUSSION: Due to the unique character of the residences within the confines of Palmetto Bluff, the developers of opted to contract for their own residential trash removal and seek reimbursement from the Town for the services paid by their respective residents. These contractual arrangements have been in place at Palmetto Bluff since 2013.

SUMMARY: The agreement requires Palmetto Bluff to provide the Town with an invoice showing the actual dollar amount paid for the prior year, also noting whether properties are full time residences, part time residences, or unoccupied. In no circumstance would the Town reimburse an amount greater than what would be paid to Waste Management for the same service. No reimbursement is made for unoccupied homes or for commercial properties.

The budget for reimbursement for FY24 is $108,810 however it represents no net financial impact to the Town because the money would otherwise go to Waste Management for the same services.

NEXT STEPS: Authorize the Town Manager to sign a one-year renewal with Palmetto Bluff Preservation Trust, Inc. for services in Palmetto Bluff.

ATTACHMENTS: Memorandum of Agreement 2016-26, Amendment 2 with Calhoun Street Promenade HPR and Memorandum of Agreement 2022-21 with South Street Partners, LLC.

1. Agreement 2016-26, Amendment 3 with Calhoun Street Promenade HPR
2. Agreement 2014-14, Amendment 4 with Palmetto Bluff Preservation Trust, Inc.
3. Motion
4. Resolution

STATE OF SOUTH CAROLINA)	**AMENDMENT 5**
)	**TO**
COUNTY OF BEAUFORT)	**MOU # 2014-10**

WITNESSETH:

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 3RD day of April, 2024 between the Town of Bluffton ("Town"), a municipal corporation organized and existing under the laws of the State of South Carolina and Palmetto Bluff Preservation Trust, Inc. (the "Trust").

WHEREAS, the Trust provides residential garbage removal services to the residents of the Palmetto Bluff community in accordance with the Community Charter for Palmetto Bluff as recorded in Beaufort County Register of Deeds on April 17, 2003 at Book 1747, Page 2090 (as amended, restated, supplemented or otherwise modified from time to time); and

WHEREAS, the Town made an agreement effective August 15, 2013 with the Trust to reimburse for residential garbage removal services in the Palmetto Bluff community in calendar years ending 2013, 2014, and 2015 at the prevailing rates the Town paid their contractor for residential garbage removal; and

WHEREAS, that agreement was renewed on July 1, 2016 for calendar years ending 2016, 2017 and 2018 through December 31, 2018; and

WHEREAS, that agreement was renewed on March 27, 2019 for calendar years ending 2019, 2020 and 2021thorugh December 31, 2021; and

WHEREAS, that agreement was renewed on December 21, 2021 for one additional term for the period from January 1, 2022 to December 31, 2022; and

WHEREAS, that agreement was renewed on November 9, 2022 for one additional term for the period from January 1, 2023 to December 31, 2023; and

WHEREAS, the Town desires to reimburse the Trust for residential garbage removal services in the Palmetto Bluff community for calendar year 2024, effective January 1, 2024 through December 31, 2024; and

NOW, THEREFORE, in exchange for the mutual promises written herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. The total compensation paid by the Town to the Trust for these services shall be equal to the current monthly fee paid by the Town to its provider (at the time of this contract, Waste Management) for other municipal residential properties unless the fee paid by a particular property was less; in no case will the Town reimburse for more than was paid during a calendar year. No compensation will be made for unoccupied homes or commercial properties.

2. The Trust shall provide to the Town by February 1st each year a copy of the invoice they received for garbage services covering the preceding year for qualifying residential properties. Qualifying residential properties are those that remit residential property tax for the calendar year. Developer shall supplement the invoice by designating whether a property is occupied full-time, part-time, or is an unoccupied home.

3. Developer shall send invoices via email to invoice@townofbluffton.com with the reference **MOU 2014-10** In the alternative, invoices may be sent to the Town of Bluffton, PO Box 386, Bluffton, South Carolina, 29910. Approved invoices shall be paid within a practical period once due diligence procedures have been performed on the documentation by the Town of Bluffton Finance Department, but not later than June 30th of the fiscal year in which the invoice was received.

4. General Terms and Conditions:

   a. The Town Manager or his designee may terminate this MOU in whole or in part at any time for the convenience of the Town. If the MOU is terminated for the convenience of the Town, the Town will pay the Trust as agreed up to the date of termination.

   b. Should any part of this MOU be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this MOU.

   c. This MOU has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

IN WITNESS WHEREOF, the parties hereto have caused the within Amendment 5 to Memorandum of Understanding 2014-10 to be executed this _____ day of _____, 2024.

PALMETTO BLUFF PRESERVATION TRUST, INC.	TOWN OF BLUFFTON
Date: 4-3-24	Date: _____
By: _____	By: _____
Print Name: Tim Struzynski	Print Name: _____
Position: Palmetto Bluff Preservation Trust Property Owners Association Director	Position: _____
Witnesses: _____	Witnesses: _____

Attachment 3

Recommended Motion

Consideration to Approve a Resolution for Renewal of a Memorandum of Agreement between the Town of Bluffton and Palmetto Bluff Preservation Trust, Inc. – Chris Forster, Assistant Town Manager

"I make a motion to approve a resolution for renewal of a Memorandum of Agreement between the Town of Bluffton and Palmetto Bluff Preservation Trust, Inc. for residential garbage removal at the current rates that the Town pays to Waste Management for residential garbage removal. Recycling is not included."

Attachment 3

A RESOLUTION

RELATING TO THE TOWN OF BLUFFTON, SOUTH CAROLINA, SUPPORT OF RENEWAL OF A MEMORANDUM OF AGREEMENT FOR RESIDENTIAL GARBAGE REMOVAL REIMBURSEMENT

WHEREAS, the Town of Bluffton provides residential trash removal for its citizens via a competitively awarded third party contract; and

WHEREAS, since August 15, 2013, the community of Palmetto Bluff has desired to make separate arrangements for residential trash removal for its residents with special considerations for noise, schedule, truck size and the environment; and

WHEREAS, the Town has agreed to withhold the same Town-provided services and instead reimburse Palmetto Bluff Preservation Trust, LLC the same amount for those services for its residents; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Council (the "Council"), as the governing body of the Town of Bluffton, as follows:

1. The Council hereby declares that this Resolution shall constitute its consent to renew the term of the Memorandum of Agreement with Palmetto Bluff Preservation Trust, Inc. for reimbursement of residential garbage fees not to exceed the rate the Town pays to its current contractor for their private pick-up arrangements.

Approved this 14th day of May 2024.

_____

Larry Toomer, Mayor

Town of Bluffton, South Carolina

ATTEST:

_____

Marcia Hunter, Town Clerk

SEAL

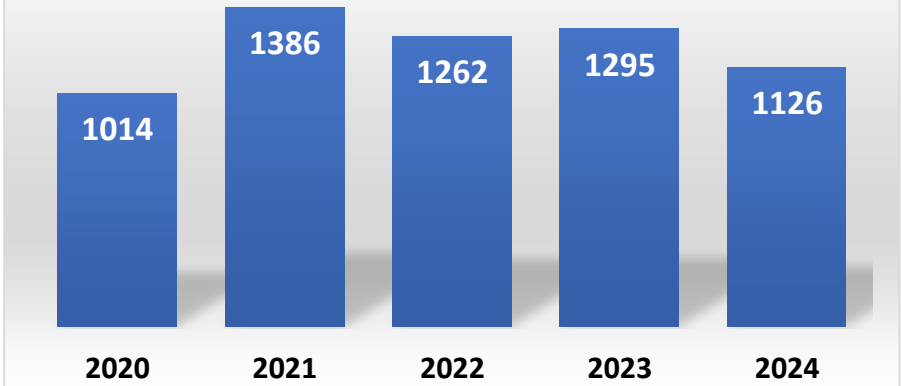
STATISTICAL INFORMATION

BLUFFTON POLICE DEPARTMENT

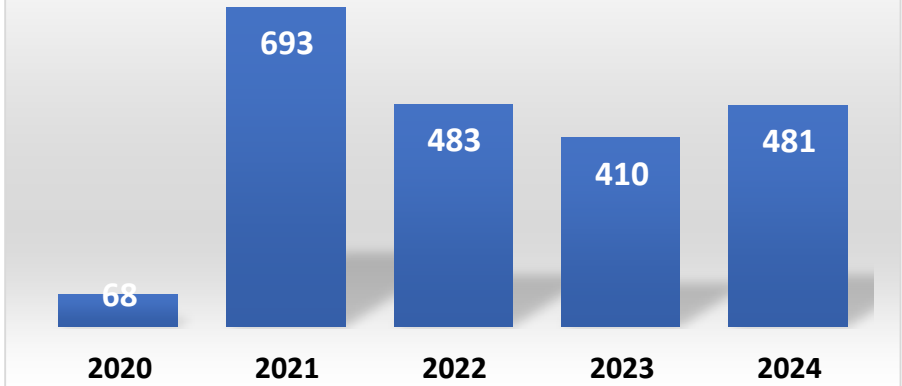
April 30, 2024

Presented by Chief Joseph Babkiewicz

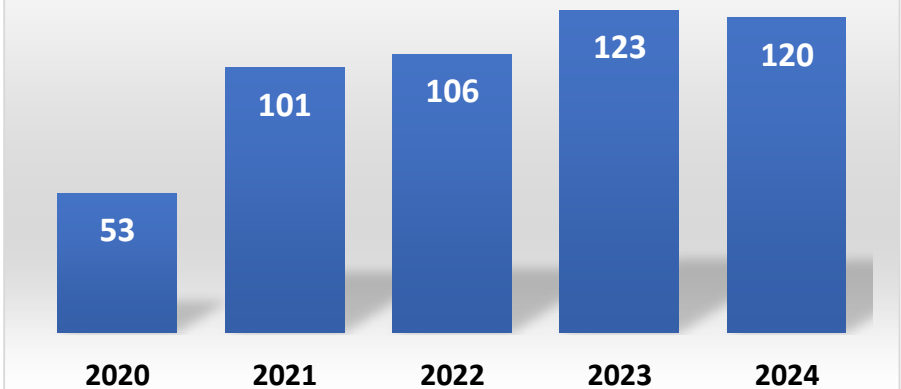
April Calls for Service Comparison



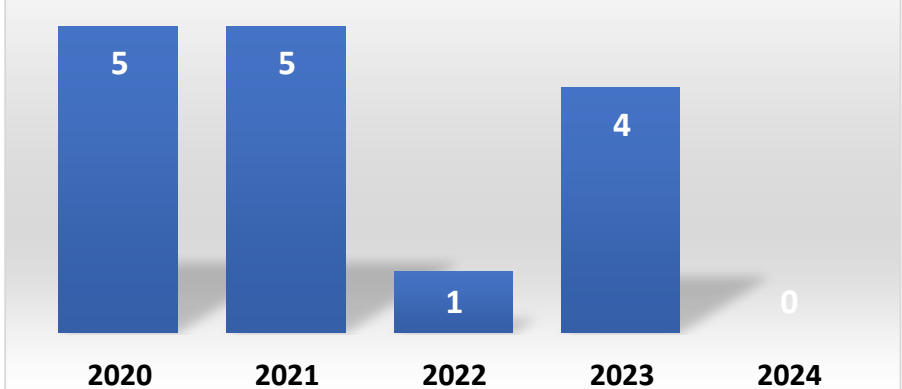
April Traffic Citation Comparison



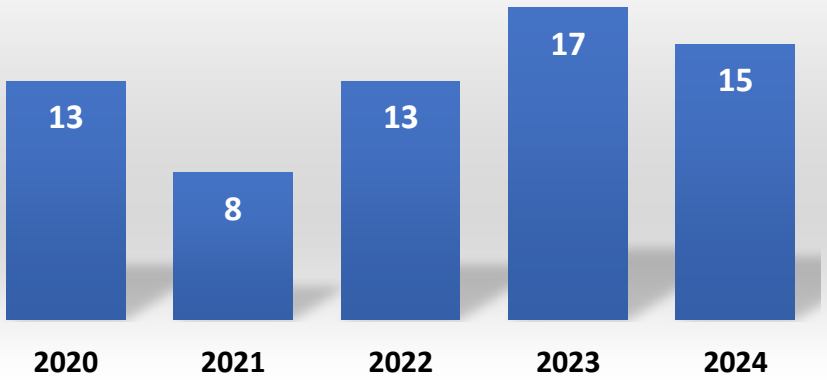
April Collision Comparison



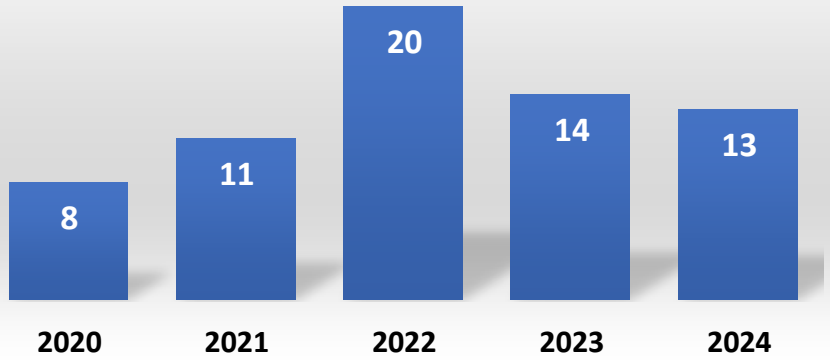
April Burglary Comparison



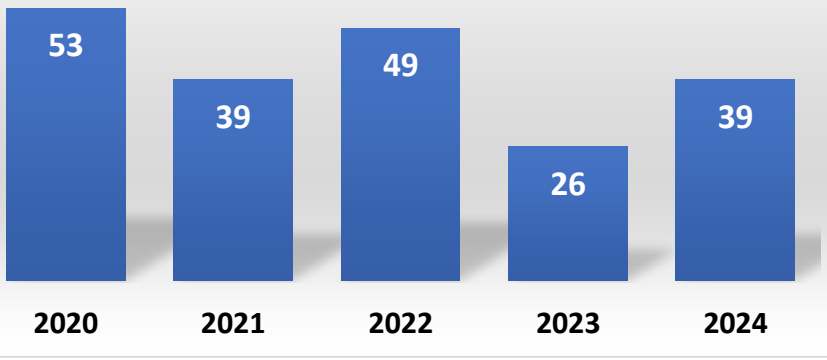
April Theft Comparison



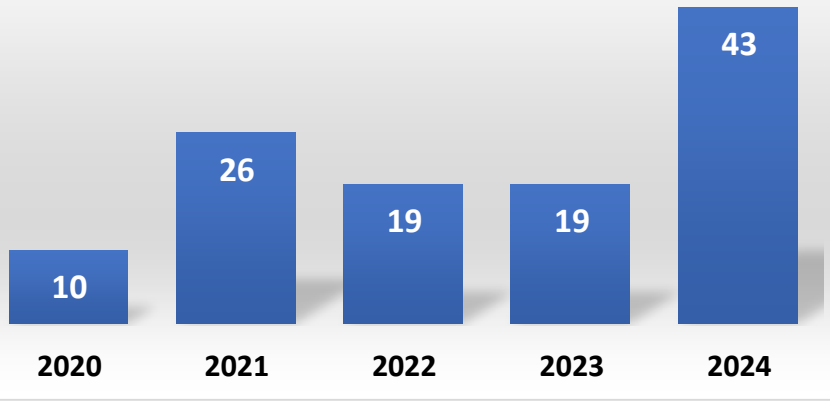
April Assault Comparison



April Domestic Calls for Service Comparison



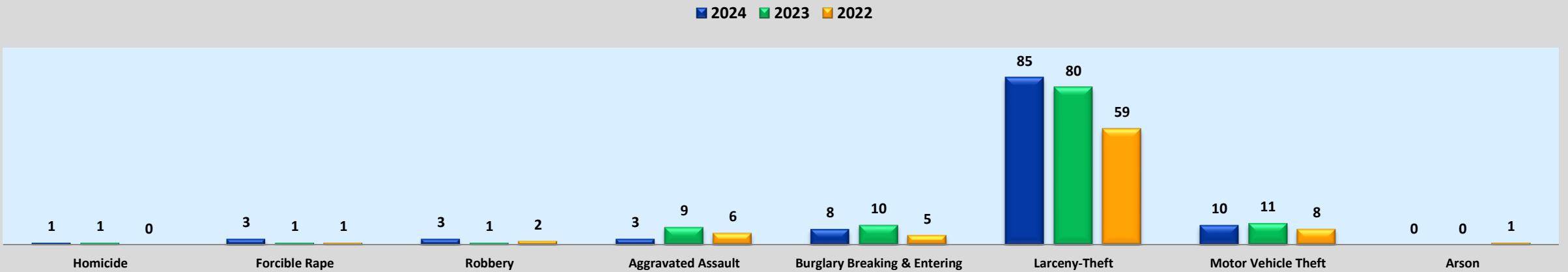
April Arrest Comparison



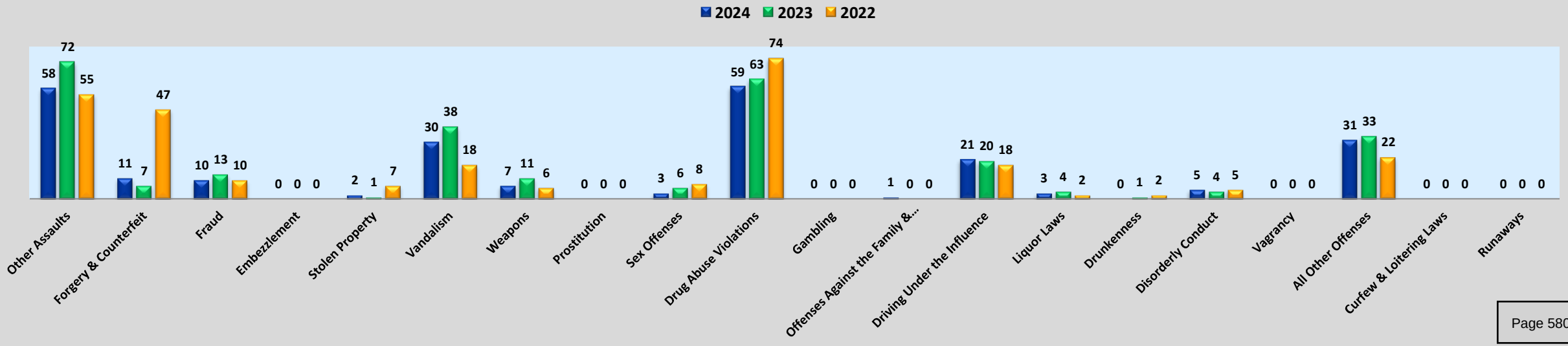
DEPARTMENT HIGHLIGHTS

Year-to-Date
April

Part I Crimes

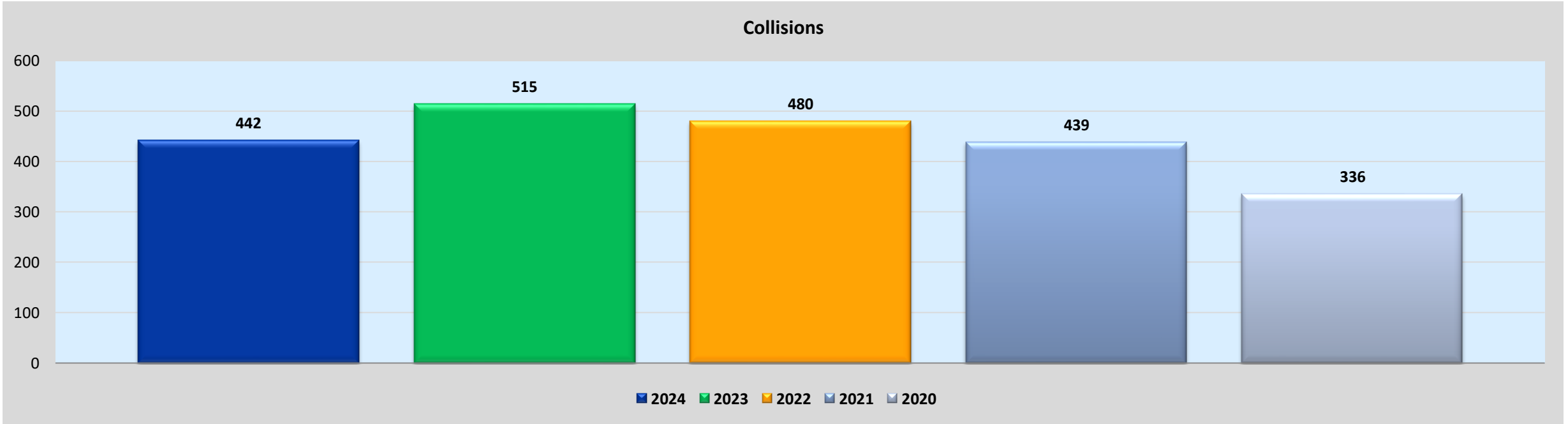


Part II Crimes



DEPARTMENT HIGHLIGHTS

Year-to-Date
April



Law Enforcement Advisory Committee

- Review and discussion of recently revised Standard Operating Procedures
  - Municipal Court and Town Security
  - Department Property and Equipment
  - Disciplinary Procedures
  - Department Weapons
- Uptick in Juvenile Crimes
- Dancing with the Stars Charity Event

Meetings Attended by Chief Joseph Babkiewicz

Every Wednesday – Senior Staff Communications Meeting
Every Wednesday – Commanders Meeting
Every Friday – Men's Meeting @ Bible Missionary Baptist Church

Apr 2nd – Meeting with Town Manager and Mayor
Apr 2nd – Attend meeting at Campbell AME Church
Apr 2nd – End of Phase Meeting – Recruit Rodriguez
Apr 3rd – Attend American Red Cross Community Blood Drive
Apr 3rd – Attend Hopeful Horizons “Take Back the Night”
Apr 4th – Meeting with Finance Director
Apr 4th – Attend Bluffton High School Prom Promise
Apr 4th – Step 6 Applicant Review Meeting
Apr 4th – Attend Touch a Truck Event @ Red Cedar Elementary
Apr 5th – Attend TOB Movie Night @ Martin Family Park
Apr 7th – Participate in Tunnel of Towers Gold Tournament
Apr 8th – Attend Solar Eclipse Event
Apr 9th – Participate in River Ridge Kindergarten Visit to the LEC
Apr 9th – Captains Step Review Meeting
Apr 9th – Attend Town Council Meeting
Apr 10th – Attend Leadership Training - First Class
Apr 10th – Participate in River Ridge Kindergarten Visit to the LEC
Apr 10th – Attend April Birthday and Anniversary Celebration
Apr 11th – Attend Touch a Truck Event @ Mossy Oaks

Meetings Attended by Chief Joseph Babkiewicz cont.

Apr 11th – Attend Awards Committee Meeting
Apr 11th – Attend LECAC meeting
Apr 13th – Attend Child Abuse Prevention Festival
Apr 13th – Attend TOB April Family Day
Apr 15th – Attend Wellness Committee meeting
Apr 15th – Meeting with Hardeeville Police
Apr 16th – Meeting at Campbell AME Church
Apr 17th – Attend Hugaroo Event @ Bluffton Township Fire Dept.
Apr 17th – Meeting with Finance Director
Apr 18th – Attend Ribbon Cutting Ceremony @ R&D Legal Bookeeping
Apr 18th – Attend Awards Committee meeting
Apr 22nd – Attend Hilton Head Christian Academy Prom Promise
Apr 22nd – Meeting with Hardeeville Police
Apr 23rd – Command Staff meeting
Apr 24th – Attend LEC Impound Area Kickoff meeting
Apr 24th – Meeting with Town Manager
Apr 25th – Attend Meeting with Post and Courier
Apr 25th – Corporal Promotion Ceremony
Apr 25th – Attend Awards Committee meeting
Apr 25th – Attend Cook Out with Cops @ The Haven
Apr 26th – Attend Arbor Day Tree Ceremony
Apr 26th – Attend BCSO Dispatchers Funeral Service
Apr 26th – Attend St. Gregory the Great Fundraising Event

Meetings Attended by Chief Joseph Babkiewicz cont.

Apr 29th – Zoom Meeting
Apr 29th – Participate in Local Heroes Storytime @ Martin Family Park
Apr 29th – Retirement Celebration – Sgt. Dickson
Apr 30th – Attend Hilton Head Christian Academy Groundbreaking Ceremony
Apr 30th – Attend Employee Heritage Day Luncheon
Apr 30th – Attend meeting at Campbell AME Church
Apr 30th – Command Staff Interviews – 2 Applicants
Apr 30th – End of Phase Meeting – Recruit Rodriguez

Commendations -	**None**
Complaints -	**None**

Police Department Demographics as of April 30, 2024

DEPARTMENT	Black	Hispanic	Other	White	Grand Total
Female	1	5	1	18	25
Male	5	5	3	35	48
Grand Total	**6**	**10**	**4**	**53**	**73**

SWORN OFFICERS	Black	Hispanic	Other	White	Grand Total
Female	1	2		10	13
Male	5	5	3	31	44
Grand Total	**6**	**7**	**3**	**41**	**57**

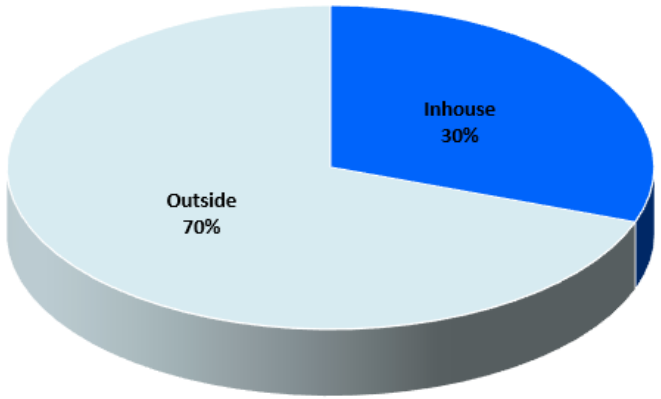
April Officer Training

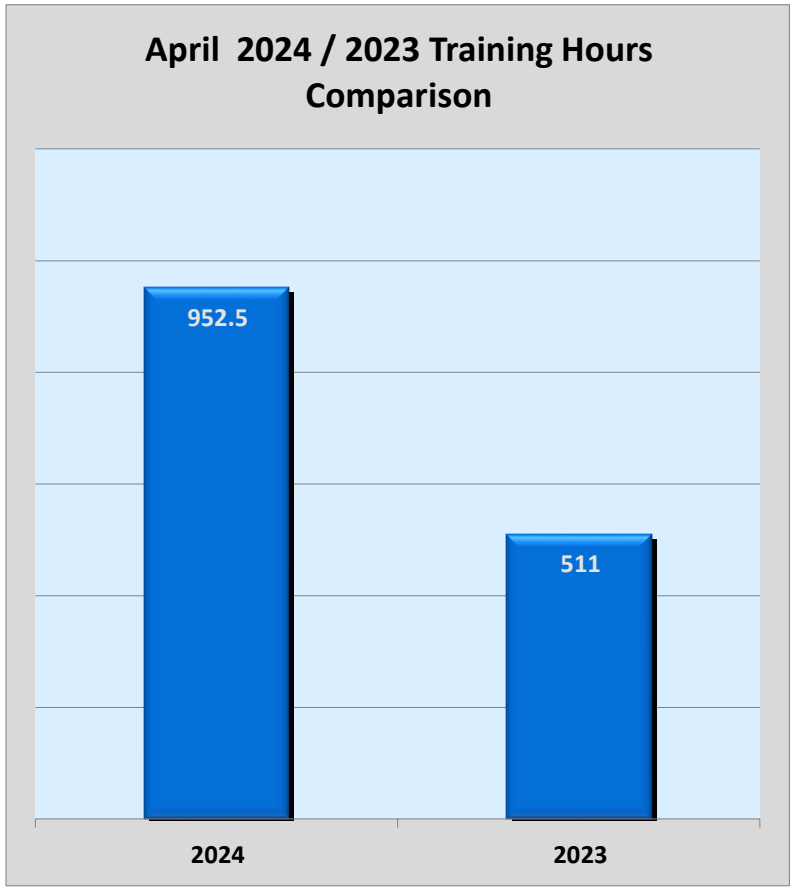
Inhouse

CDV - Annual DV 2023 - After the Call - 1 Officer
Hazmat First Responder Awareness (FRA) Level 1 - 33 Officers
Line-Up 2023 November - December - 1 Officer
Line-Up 2023 September - October - 1 Officer
Bloodborne Pathogens for First Responders - 36 Officers
DMT Operator Recertification - 3 Officers
Legal Update 2024 - Part 1 -2 Officers
Line-Up 2024 March - April - 1 Officer
Line-Up 2024 May - June - 29 Offices
Class 3 Advanced Field - 1 Recruit
Anti-Bias Training for Law Enforcement - 1 Officer
Questions top Ask During a Drug Interdiction Stop - 1 Officer
Pre-Academy Training - 1 Recruit

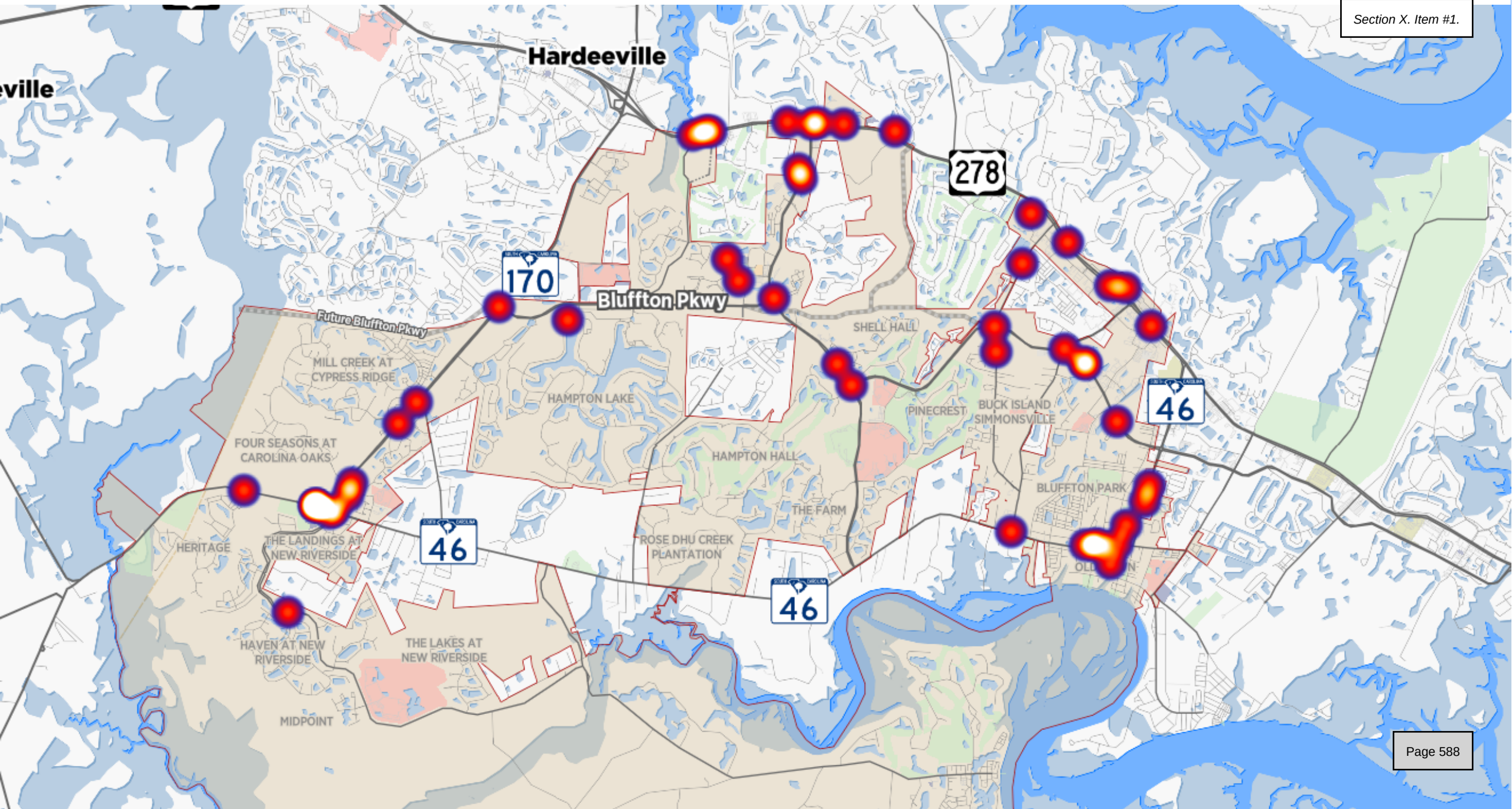
Outside

Traffic Collision Investigation Recon Phase 3 - 1 Officer
AR-15 & Mossberg Armorer Courses - 1 Officer
Mid-Level Mgmt (Field) - 2 Officers
FTO Manager - 3 Officers
FBI LEEDA - 1 Officer
SCCJA Basic Law Enforcement - 2 Recruits
Guest Instructor / Firearms Recertification - 1 Officer
NRA Range Safety Officer - 1 Officer
FLETC Active Shooter Instructor - 3 Officers
CSI and Forensic Investigation +Photography - 3 Officers

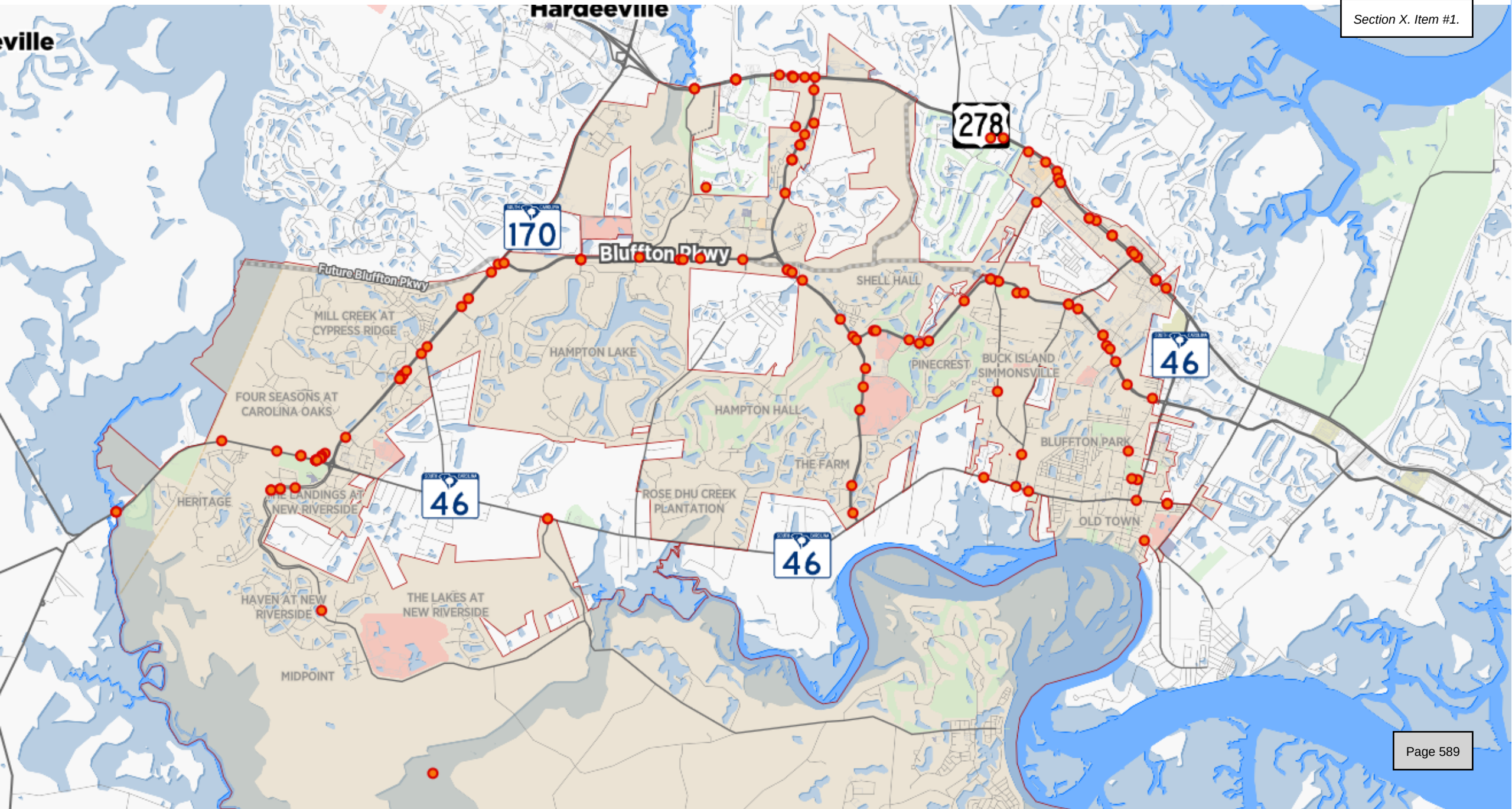




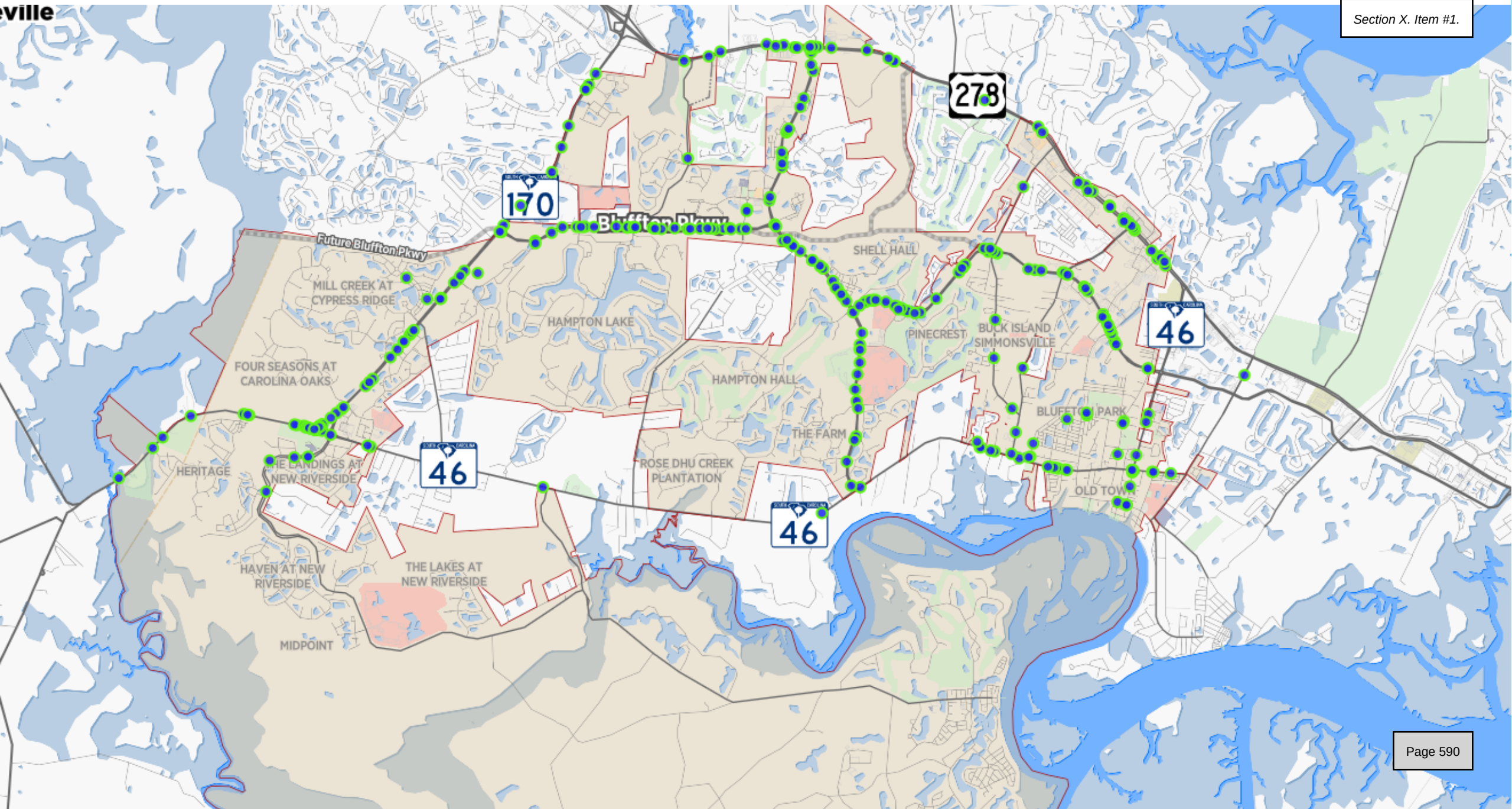
COLLISIONS (71) April 2024



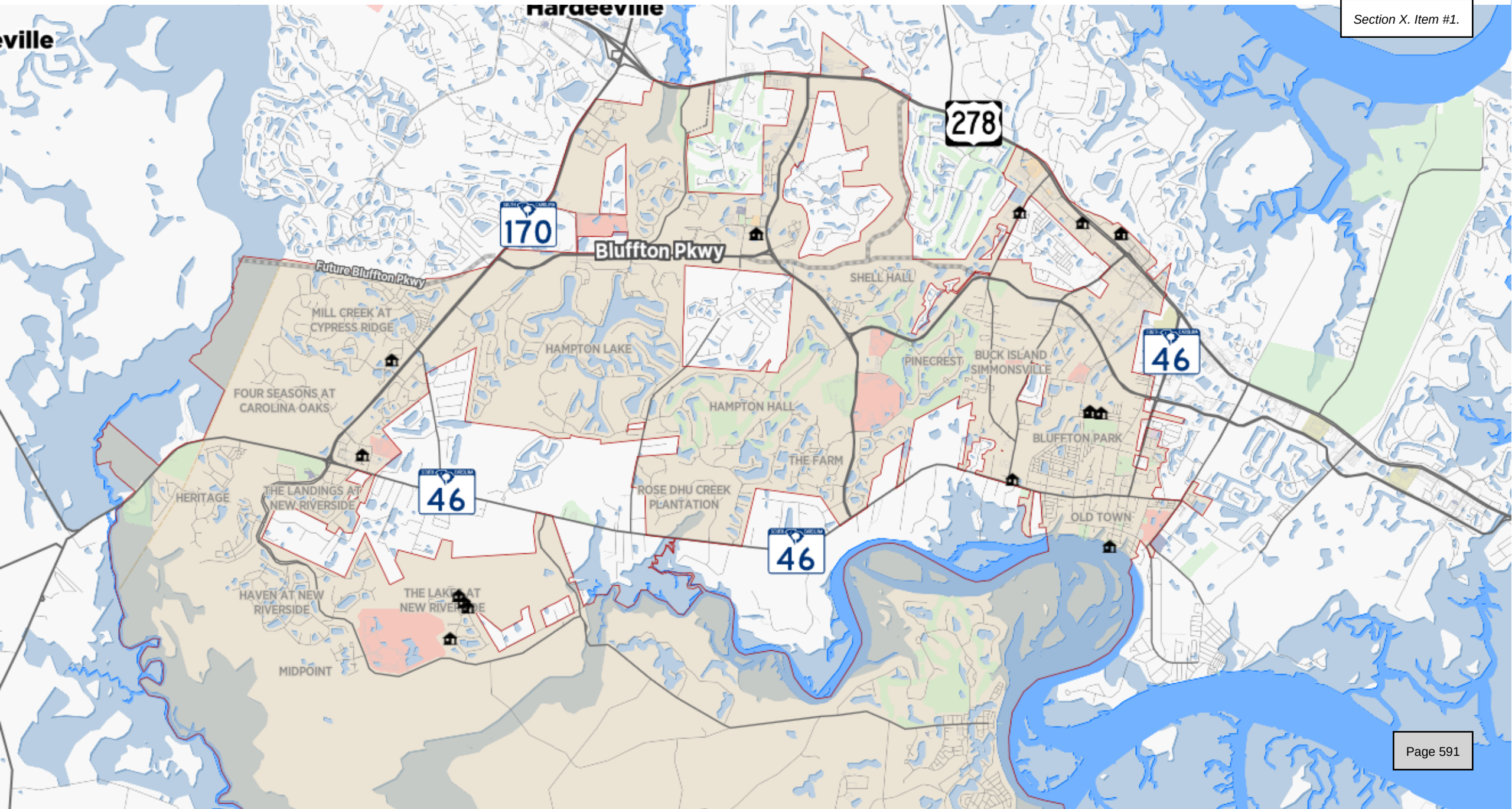
CITATIONS ISSUED (150) April 2024



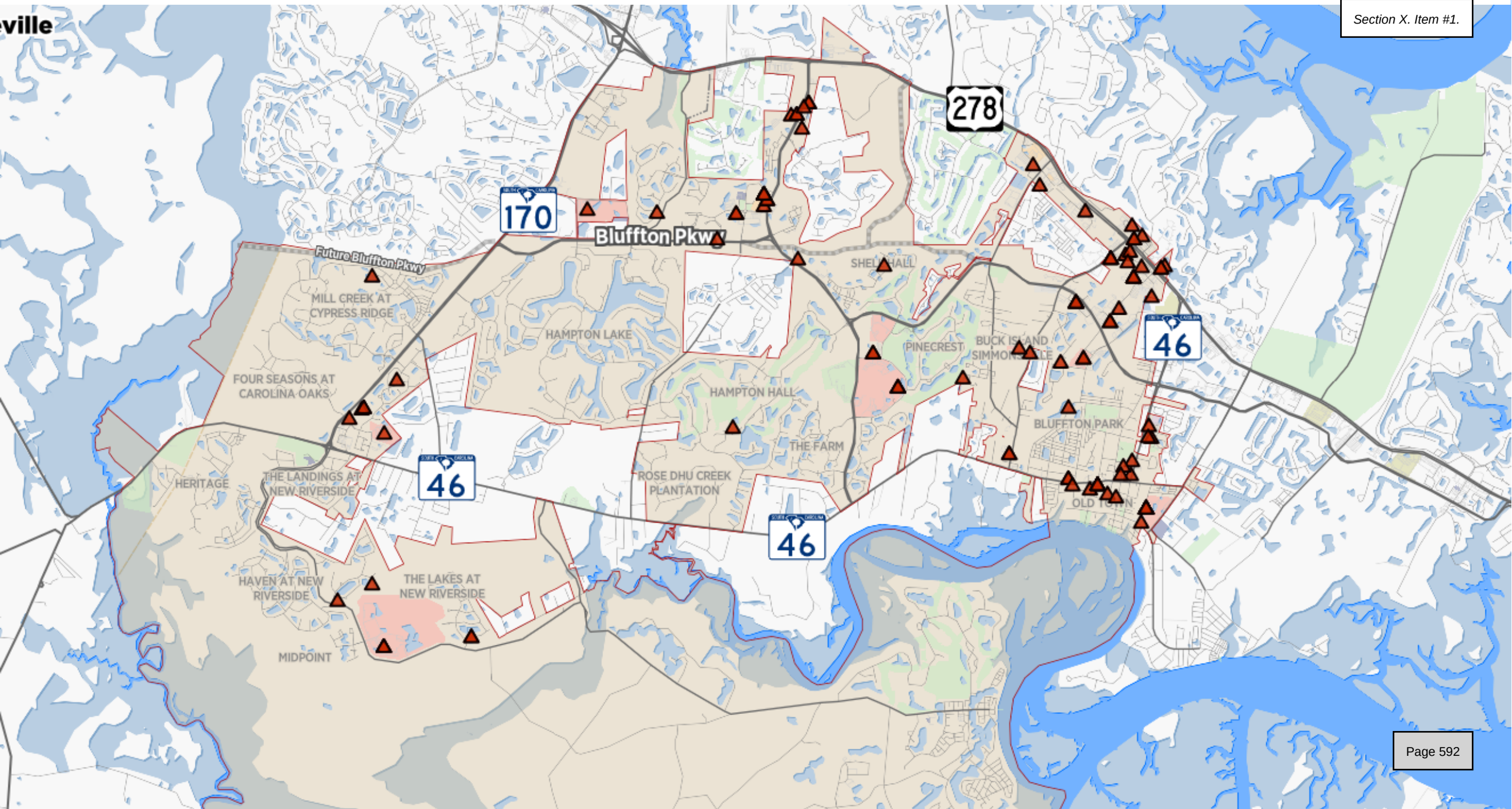
WARNINGS ISSUED (331) April 2024



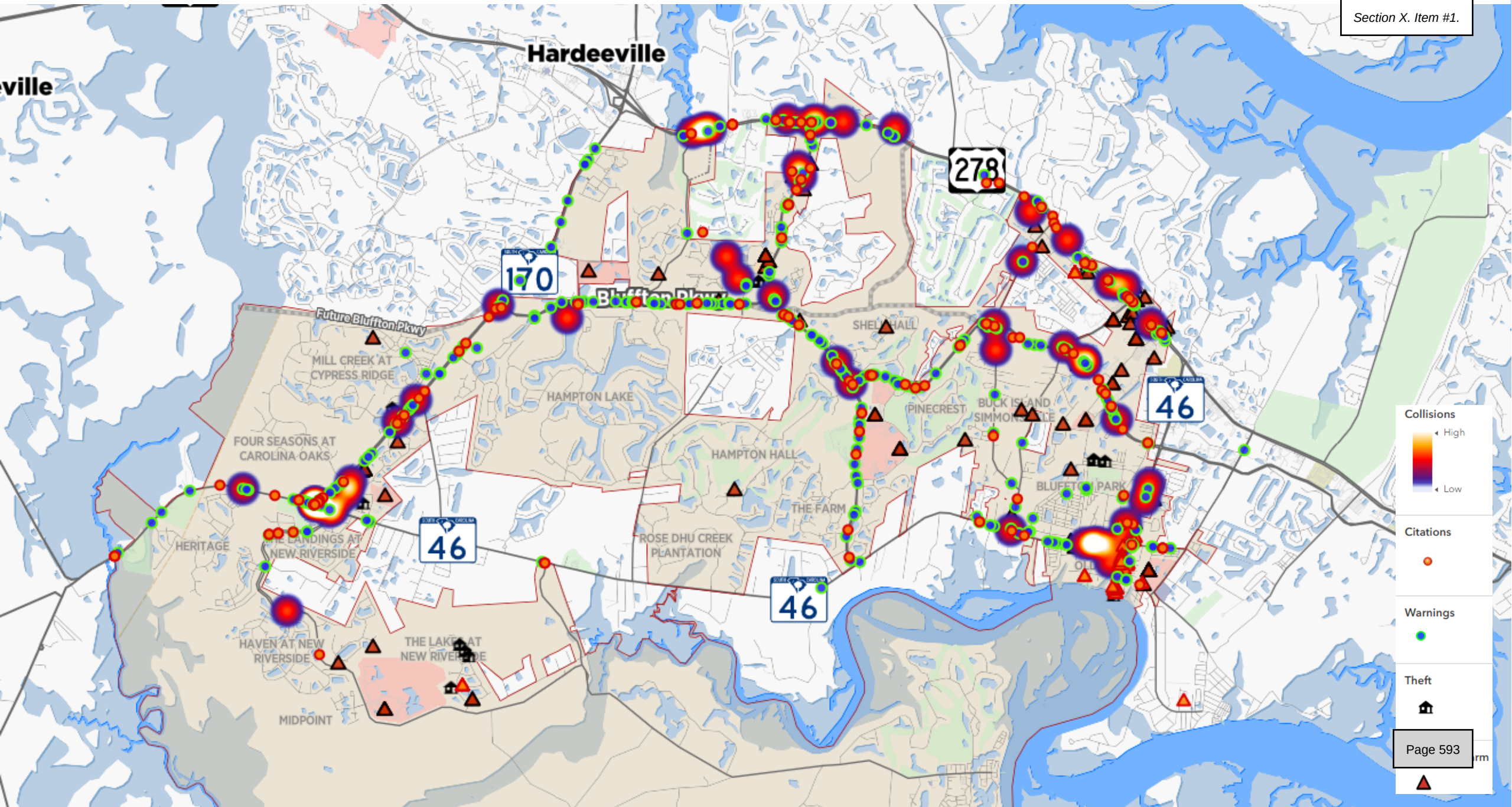
THEFTS (18) April 2024



#1 CALL TYPE – Activated Alarms (116) April 2024



COLLISIONS, CITATIONS, WARNINGS, THEFTS AND ACTIVATED ALARMS – April 2024



PATROL DIVISION

CALLS FOR SERVICE TOP 10 CALL TYPES	
Case Follow Up	158
Activated Alarm	113
911 Hang-Up	84
Disturbance	76
Accident	75
Reckless Driving	49
Miscellaneous Call	39
Domestic	36
Noise Complaint	33
Susp Vehicle	31

PRO-ACTIVE PATROL	
Extra Patrol - Business	811
Traffic Stop	433
Extra Patrol - Residence	228
Traffic Enforce	1

TOTAL CALLS FOR SERVICE: 1167

AVERAGE PER DAY: 39

UNIFORM TRAFFIC CITATIONS TOP 10 VIOLATIONS	
Driving without a License	39
Operating Vehicle While License/Registration Expired	18
Driving Under Suspension	14
Speeding more than 25 mph Over the Speed Limit	10
Failure to Return License Plate / Registration Upon Loss of Insurance	7
Possession of 28g (1 oz) or Less of Marijuana	7
Speeding more than 15 mph - 24 mph Over the Speed Limit	7
Failure to Maintain Proof of Insurance	7
Driving Under the Influence	5
Failure to Stop for Blue Light	5

TOTAL CITATIONS ISSUED: 150

AVERAGE PER DAY: 5

UNIFORM TRAFFIC WARNINGS TOP 10 VIOLATIONS	
Defective Equipment	99
Speeding	76
Vehicle License Violation	35
Changing Lanes Unlawfully	16
Improper Lane Use	16
Speeding & more	15
Defective Equipment & more	11
Other	10
Improper Lights	10
Improper Turn	9

TOTAL WARNINGS ISSUED: 331

AVERAGE PER DAY: 11

CRIMINAL INVESTIGATIONS	
Cases Assigned	28
Incident Reports	2
Supplemental Reports	69
Cases Closed	51
Arrests Made	1
Arrest Warrants	5
Bond Court	12
Case Call Outs	3
Search Warrants	17

Case Call Outs:

1. 24BP08578 – Armed Robbery
2. 24BP09377 – Death Investigation

Bond Court:

1. 24BP10136 – Assault and Battery 3rd
2. 24BP04485 – Assault and Battery
3. 24BP06455 – Armed Robbery
4. 24BP08758 – Armed Robbery
5. 24BP09221 – Domestic Violence
6. 24BP46923 – Assault and Battery
7. 24BP09474 – Assault and Battery
8. 24BP09473 – Assault and Battery
9. 24BP09761 – Domestic Violence
10. 24BP05855 – Attempt Murder
11. 24BP01052 – Burglary and MITP
12. 24BP08988 – Domestic Violence 3rd

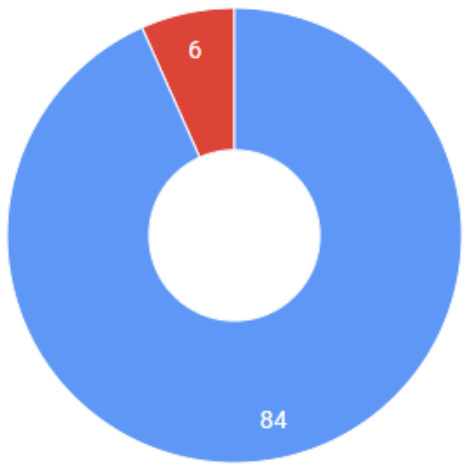
Mental Health Advocate:

2 – Calls for Service
4 – Referrals
11 – Follow Ups
7 – Supplemental Reports

Victim Advocate:

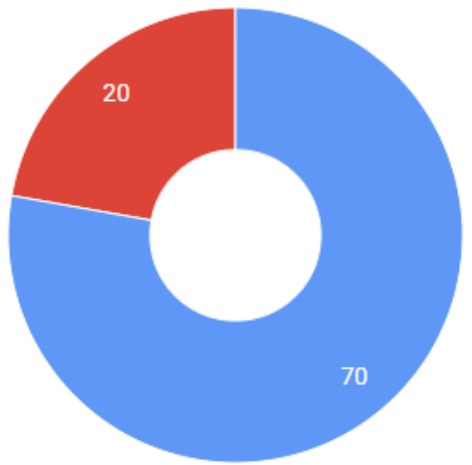
0 – Case Call Out
1 – Incident Report
9 – Case Closed
9 – Bond Court
26 – Supplemental Reports

Tickets By Status Month To Date



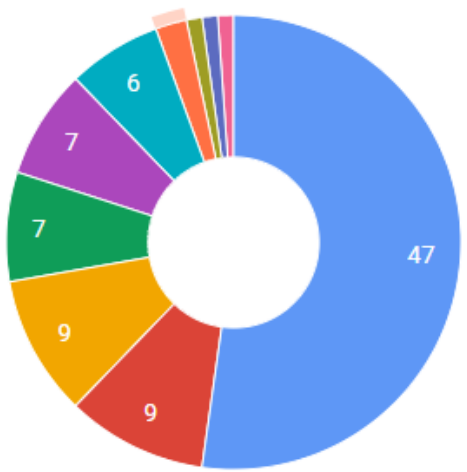
Total Count: 90 As of 4/30/2024, 12:00:00 AM

Tickets By Officer Month To Date



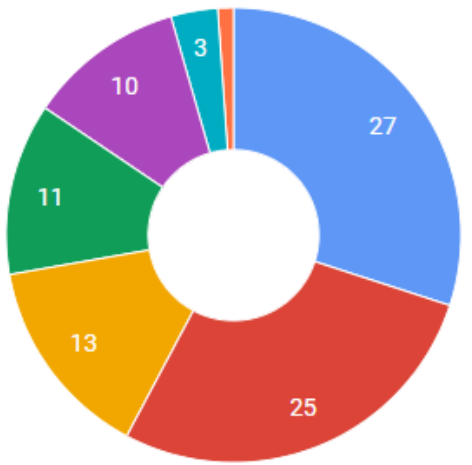
Total Count: 90 As of 4/30/2024, 12:00:00 AM

Tickets By Location Month To Date



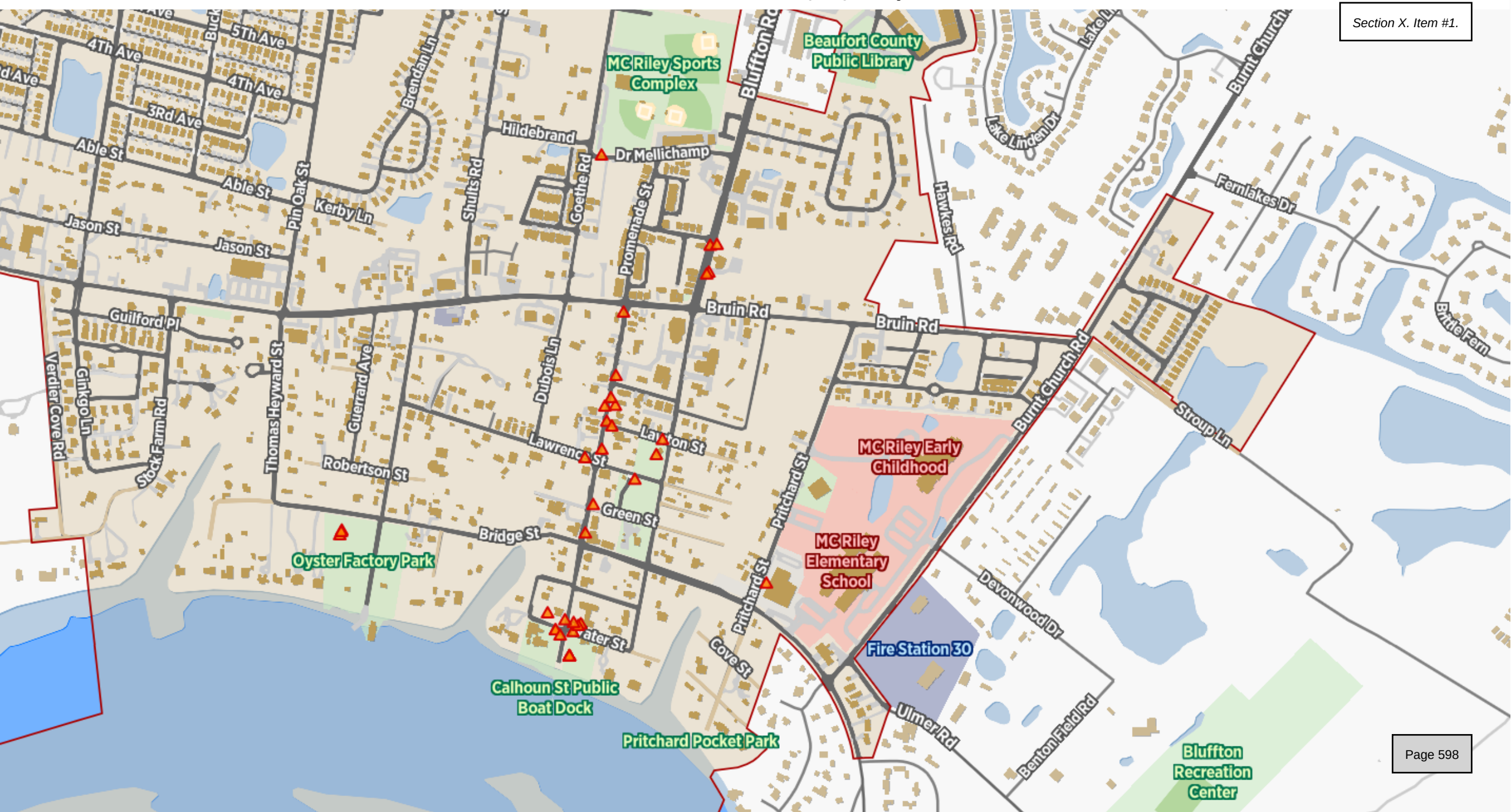
Total Count: 90 As of 4/30/2024, 12:00:00 AM

Tickets By Violation Month To Date



Total Count: 90 As of 4/30/2024, 12:00:00 AM

DOWNTOWN CITATIONS (90) – April 2024



Code Enforcement:
William Bonhag

Signs

- Multiple Business advertisement signs removed from Old Town and various locations throughout Bluffton.

Expired Business License, Notice of Violations

- Letter(s) sent via certified to businesses operating with expired business license.
- 1/8/24 2 tickets were issued to Justin Meister of Streamline Moving and Cleaning for operating w/o a business license and placement of signs (approximately 30+) around the town. The court matter is scheduled for **4/30/24 at 9am for a Jury Trial**.
- Grind Coffee Roasters issued NOV 4/6/24 for compliance.
- Letters sent to owner of 2155 Blakers Blvd, due to complaints regarding Short Term Rental, per Business licensing this home is listed on Airbnb. The owner has no BL and is not allowed per HOA and Town ordinances.
- NOV issued 4/16/24 to Great Clips Hair Shop for their placement of signs that are not allowed per Sec. 5-13-4 Prohibited Signs.
- 4/7/24 Sunday at 8:15am NOV issued to Paradise Porches as work is only allowed starting at Noon on Sundays.

Complaints / Property Checks / Follow-ups / Ordinance Letters

- Rachael Kram Boundary and Lawton Street complained about parking for Farmers Market, requested signs of No Parking. Matter handled by CSA.
- Jim Feintech of 281 Founders Walk complained about workers by Heritage starting too early and working late. Codes handled this matter with compliance.
- 1236 & 1238 May River Road, working with this group as they are cleaning up these locations that have been longtime neglected. Status ongoing progress soon to be completed.
- 19 Shults visited due to Rooster complaint, appears quiet for now.
- 160 Simmonsville,158 & 156 awaiting return of Building Safety as we have several violations for this location. (still pending for site visit with Team)
- 220 Simmonsville Road property visited by Team due to commercial business operation ongoing in a residential zone, living in RV's. The matter concluded with compliance.
- 4/18/24 Letters sent to 214 and 222 Simmonsville Road homes due to operating a commercial business w/o licensing and residential zoning. Fire inspector to check possible chemicals on site at 222. Team visiting these locations on 4/24/24.
- 1279 May River Road were sent letters concerning racoons coming out of their roof section.

Code Enforcement continued:

218 Buck Island Rd./ owner John Flood

- August 7,2023 was another 30 days given deadline for clean-up of property and removal of all RV occupants in accordance with town codes. (non-compliant)
- The property was sold on Tuesday 1/9/24 in a tax sale and John Todd has till October 4,2024 to buy it back.
- All motor vehicles are off property.
- Mr. Todd is residing in condemned garage as they remove violation tape and red decal.
- **Trial by Jury set for 4/30/24 at 9am**

Omega Drive / Buck Island:

- This matter has concluded with the removal of his commercial vehicles, I will continue to monitor this location for any further violation that needs to be addressed in the future.

75 Goethe Road

- Residents complained about this location's abundance of tires, vehicles not registered on location and needs to be cleaned-up. Spoke to the son Jonathan as he advised me that he will clean up this location. Indicated he is having his tire machines fixed to open back up his tire business, unfortunately he does not fully comprehend that this area is zoned residential only and the town will not issue a license for this place. Vehicles covered at this time; scattered tires are being addressed.
- **This matter to be addressed in the coming months with a Team visit with PD.**

131 Goethe Road

- Claudia Gomez Aguilar was issued letters pertaining to her blatant display of party chairs, tables, along with a possible construction business operating from this location. Tried to open communication with a male subject in the driveway in a work truck, advised him everything needs to be removed and cleaned up.
- Will be re visiting to deliver NOV as operating w/o a BL from this location, which is zoned Residential Only area.
- Pending issuance of summons

241 Buck Island

- Re visiting location due to commercial equipment returned to site.
- Pending removal of equipment and RV in rear section. NOV issued, monitor for compliance.

Code Enforcement continued:

331 Buck Island

- 6/7/23 property was visited by Codes, Lt. Ferrelli, Jordan Holloway, and Bill Baugher.
- 6/14/23 notified via email 252 Simmonsville flooding due to Ruiz Concrete action of backfilling a pond.
- 6/21/23 meeting with Jordan, myself, and Bill Baugher to discuss all violations. Jordan working on letter draft to be sent to owner of 331 Buck Island to include vehicle removals, RV disconnection, no permits obtained for housing, Residential Zoned Area, no construction yard allowed.
    - As of 1/1/24 Mr. Ruiz with his attorney agreed to remove all trash, RVs, and his commercial materials from his property. Mr. Cervantes is following watershed and codes directions at this time, will continue to monitor his location. Court matter is now set for April 2nd,2024 as requested by his attorney. The property line matter is a civil situation.
    - Court matter for 4/23/24 at 9am, continued till 5/7/24 with the stipulation Mr. Cervantes removes all construction equipment relating to his business.

71 Bridge Street

- 2/8/24 NOV issued to OKAN food truck at 10am to Chef Jack for operating on private property w/o a mobile vending permit.
- Mobile vending permit states NOT allowed in Historic District unless part of an event.
- Matt Cunningham stated that he was ok'd by Lyndee as a Commissary Kitchen operating on commercial property. Lyndee stated she never stated this to Matt.
- OKAN food truck joined farmers market on Thursdays per Kim Vijak.
- OKAN still w/o Mobile Vending Permit and being monitored if appearing elsewhere in Bluffton.
- OKAN and The Bridge for (3) locations owe the town A-TAX. And H-TAX., matter ongoing.
- 3/22/24 OKAN food truck was issued a ticket for operating w/o a mobile vending permit at The Lakes at New Riverside. The court date is April 9th,2024.
- Concluded as OKAN now has its license / mobile vending permit.

24 Guerard Street

- 2/9/24 Tagged 3 vehicles at this location for having no plates and unregistered.
- Monitoring for compliance currently.
- Mitchell the owner covered vehicles as requested.

Code Enforcement continued:

200 Simmonsville Road

- Lizette Fernandez was visited on 2/5/24 by our TEAM of Bill Baugher (watershed), myself (CODES), Marcus Noe (Building Safety) and (Fire Inspector) Jason Lee due to multiple violation with outside bathroom created, 5 RV violations, multiple non licensed vehicles.
- Trees removed for expansion of property (not theirs).
- Pending a site plan that they said was surveyed. (we never received).
- 3/19/24 appearance for court and granted postponement by town attorney Joshua.

218 Simmonsville Road

- 3/14/24 Due to several violations, this location was boarded up.
- Viewed property from 220 Simmonsville Road noticed and took photo as backdoor board was removed for illegal entry. Violations pending.
- Vehicle on site w/o plates as of 3/25/24
- 4/19/24 re-inspection was conducted by the Team, found house still not repaired, Marcus Noe building chief will move forward with the process to have torn down.
- There was a Deputy on-site as the (2) sheds are being repossessed and the first one was removed and the second should be this week of the 22nd.

Midpoint Development / Pulte

- 4/10/24 due to complaints from the President of HOA and residents to the Town and Codes Enforcement. We have open lines of communication with Rob Marek and Alan Ford from Pulte relaying our information to them and requesting compliance.
- Monday 4/22/24 after several discussions, they have erected a chain link fence, and a Gate for Emergency vehicle access with screening to be completed this week by Friday 4/24/24. This should alleviate all access to any/all construction vehicles.

220 Simmonsville Road

- 3/21/24 visited location to identify violations.
- NA Carpentry LLC is running its business from this location and rents out rear section from the owner Alfredo Puga. This is not allowed due to the residential zoning.
- 3/25/24 meeting with the owner Alfredo Puga at this property today at 9:30am with Bill Baugher from Watershed due to RV violations.
- 3/25/24 Issued 2 NOV violations due to Residential General Zoning, NO RV living, and commercial business equipment needs to be moved by April 8th,2024.
- Bill Baugher watershed issued two tickets for illicit discharge from RV's.
- The owner complied with directions from watershed and Code Enforcement.

Code Enforcement continued:

222 Simmonsville Road

- Thursday 4/18/24 Codes Team visited this location with the assistance of Lt. Ferrelli for violation of NO BL and operating in a Residential Zone. Owners BL is in good standing and was advised to discontinue its commercial operation.
- Marcus Noe noted and discussed with the owner the Gate Violation, along with a business office shed that needs permits. This will be concluded upon re-visitation for compliance at a near future date to be determined.

214 Simmonsville Road

- Thursday 4/18/24 met with the owner and his daughter Jennifer Valez to discuss his letter and my notice of violations issued for NO BL and Residential Zoned section.
- Jennifer will assist her father with obtaining his BL and with removing items relating to commercial operations.
- We shall re-visit this property within a few weeks.

Participated in American Red Cross Community Blood Drive
Assisted Code Enforcement inspection of 224 Simmonsville Road
Attended May Festival meeting.
Attended Red Cedar Elementary School Touch a Truck Event
Attended TOB Movie Night
Hosted River Ridge Academy Kindergarten classes for Field Trip of BPD
Attended BPD Policy Review Committee
Attended Hugaroo Event at BTFD Station 35
Assisted Code Enforcement inspection of 218 Simmonsville Road
Assisted Code Enforcement inspection of 222 Simmonsville Road
Attended Meeting for Caribbean Festival/Parade
Participated in Cookout with Cops at the Haven
Participated in Heroes Storytime at Martin Family Park

Traffic Officer:

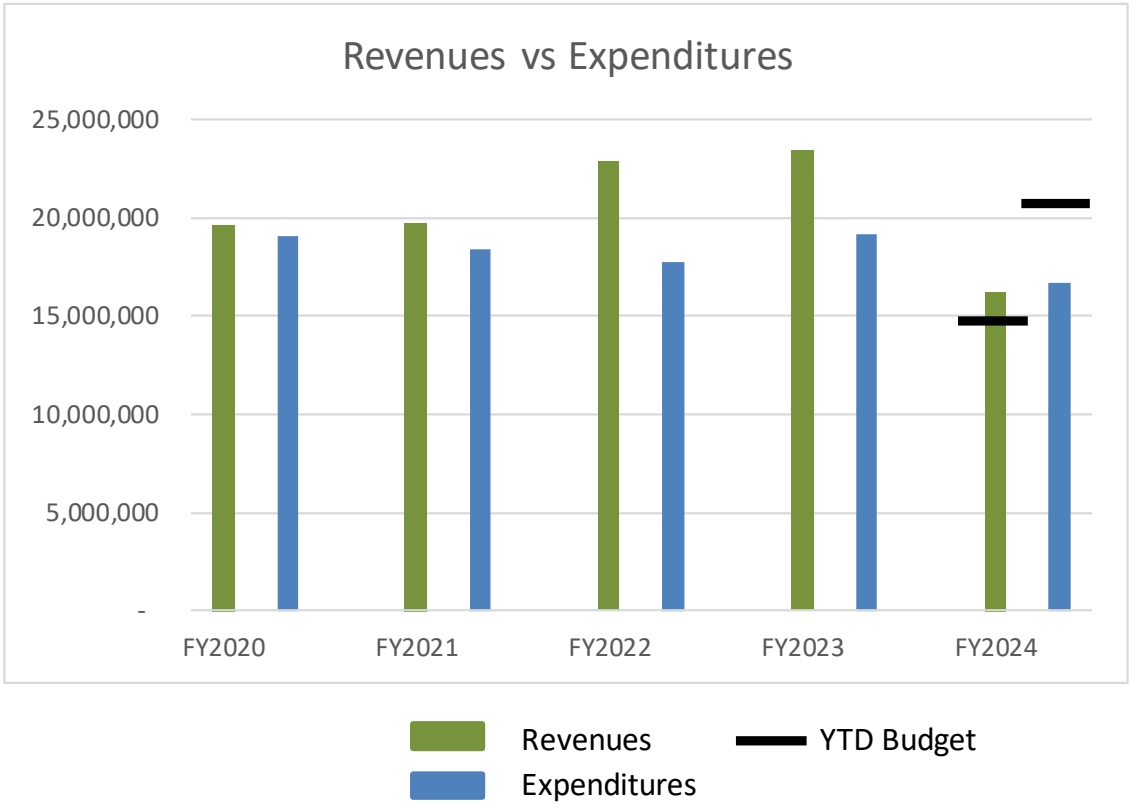
Cpl. Dickson
Tickets: 0
Warnings: 0
Collision Reports: 0
Incident Reports: 0

TOWN COUNCIL
STAFF REPORT
Finance & Administration Department

MEETING DATE:	May 14, 2024
PROJECT:	Consent Agenda: Year-to-date Financial Report
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, 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 FY2024 year-to-date (YTD) through March 2024. Revenues have been higher than expenditures for the last four full years.



FY2024 YTD through March shows General Fund revenues above the budgeted amount in all line items except for Property Taxes, MASC Insurance Tax Collection, Franchise Fees, Fines & Fees, and Miscellaneous revenues. YTD March expenditures are tracking below the budgeted amounts.

FY24 General Fund Financial Overview

Revenues		Expenditures
$16,264k	*YTD*	$16,738k
110.8%	*% of Budget*	78.3%
$14,685k	*YTD Budget*	$21,379k

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

Town of Bluffton
Actual Versus Budget
For Period Ending March 31, 2024

	Month of March 2024					Year-to-Date thru March 31, 2024				
	FY 2023	FY 2024	More/(Less)	Budget	Over / (Under)	FY 2023	FY 2024	More/(Less)	Budget	Over / (Under)
Revenues										
Property Taxes	$ 125,292	$ 213,285	$ 87,993	$ 143,401	$ 69,884	$ 8,520,901	$ 9,533,583	$ 1,012,682	$ 9,752,094	$ (218,511)
Licenses & Permits										
Business Licenses	506,898	736,231	229,333	510,423	225,808	1,237,769	1,632,239	394,470	1,189,156	443,083
MASC Telecommunications	55,782	55,332	(450)	48,448	6,884	56,096	55,332	(764)	48,720	6,612
MASC Insurance Tax Collection	-	1,796	1,796	-	1,796	41,820	1,992	(39,828)	39,358	(37,366)
Franchise Fees	106,776	59,389	(47,387)	114,083	(54,694)	1,000,217	992,893	(7,324)	1,068,662	(75,769)
Building Safety Permits	191,619	220,141	28,522	132,290	87,851	1,987,097	1,874,733	(112,364)	1,196,274	678,459
Application Fees	4,370	11,565	7,195	3,333	8,232	40,660	68,230	27,570	31,010	37,220
Total Licenses & Permits	865,445	1,084,454	219,009	808,577	275,877	4,363,658	4,625,419	261,761	3,573,180	1,052,239
Grants and Entitlements	-	5,882	5,882	-	5,882	328,299	603,101	274,802	155,166	447,935
Intergovernmental	193,516	263,508	69,992	245,077	18,431	293,516	307,943	14,427	245,077	62,866
Service Revenues	33,602	85,990	52,388	39,871	46,119	456,201	608,463	152,262	468,458	140,005
Fines & Fees	12,750	11,307	(1,443)	14,350	(3,043)	89,343	95,968	6,625	100,586	(4,618)
Interest Income	24,698	27,252	2,554	19,428	7,824	140,950	261,803	120,853	110,877	150,926
Miscellaneous Revenues	9,594	4,296	(5,298)	4,622	(326)	174,681	76,507	(98,174)	94,339	(17,832)
Total Revenues	1,264,897	1,695,974	431,077	1,275,326	420,648	14,367,550	16,112,788	1,745,238	14,499,777	1,613,011
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	133,301	151,222	17,921	185,205	(33,983)
Total Other Financing Sources & Tranfers In	-	-	-	-	-	133,301	151,222	17,921	185,205	(33,983)
Total Revenues and Other Financing Sources	$ 1,264,897	$ 1,695,974	$ 431,077	$ 1,275,326	$ 420,648	$ 14,500,851	$ 16,264,010	$ 1,763,160	$ 14,684,982	$ 1,579,028
Expenditures										
Town Council	$ 9,713	$ 10,106	$ 393	$ 16,182	$ (6,076)	$ 92,371	$ 88,609	$ (3,762)	$ 133,727	$ (45,118)
Executive	130,996	113,354	(17,642)	384,121	(270,767)	933,508	1,015,448	81,940	1,172,227	(156,779)
Economic Development	45,746	29,949	(15,797)	68,413	(38,464)	265,093	335,563	70,470	445,971	(110,408)
Human Resources	55,270	32,587	(22,683)	80,722	(48,135)	338,031	375,253	37,222	531,877	(156,624)
Communications and Community Outreach	38,235	33,465	(4,770)	75,818	(42,353)	314,636	400,988	86,352	548,019	(147,031)
Police	777,930	843,687	65,757	1,221,523	(377,836)	5,727,365	6,460,832	733,467	8,546,994	(2,086,162)
Municipal Judges	10,071	6,202	(3,869)	29,673	(23,471)	43,849	65,185	21,337	92,616	(27,431)
Municipal Court	39,503	32,373	(7,130)	48,334	(15,961)	326,602	359,741	33,139	424,692	(64,951)
Finance	103,227	73,725	(29,502)	115,230	(41,505)	607,634	753,229	145,595	1,072,878	(319,649)
Information Technology	129,837	102,410	(27,427)	232,408	(129,998)	1,317,848	1,396,808	78,960	2,010,107	(613,299)
Customer Service	25,147	21,133	(4,014)	32,250	(11,117)	165,104	190,413	25,309	239,980	(49,567)
Planning & Community Development	128,797	64,113	(64,684)	128,703	(64,590)	903,179	1,093,932	190,753	1,234,292	(140,360)
Building Safety	186,184	64,343	(121,841)	290,265	(225,922)	676,745	714,353	37,608	882,079	(167,726)
Project Management	95,117	56,612	(38,505)	112,011	(55,399)	635,262	565,435	(69,827)	638,950	(73,515)
Public Works	183,119	142,053	(41,066)	224,767	(82,714)	1,530,624	1,441,904	(88,720)	1,516,614	(74,710)
Town Wide	148,546	151,562	3,016	195,524	(43,962)	2,038,567	1,480,494	(558,073)	1,887,665	(407,171)
Total Expenditures	2,107,438	1,777,674	(329,764)	3,255,944	(1,478,270)	15,916,420	16,738,187	821,768	21,378,688	(4,640,501)
										-
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	-	-	-	-	-
Total Transfers	-	-	-	-	-	-	-	-	-	-
Total Expenditures and Other Financing Uses	$ 2,107,438	$ 1,777,674	$ (329,764)	$ 3,255,944	$ (1,478,270)	$ 15,916,420	$ 16,738,187	$ 821,768	$ 21,378,688	$

Town of Bluffton
Actual Versus Budget
For Period Ending March 31, 2024

	Month of March 2024					Year-to-Date thru March 31, 2024				
	FY 2023	FY 2024	More/(Less)	Budget	Over / (Under)	FY 2023	FY 2024	More/(Less)	Budget	Over / (Under)
Revenues										
Stormwater Utility Fee	$ 28,154	$ 83,513	$ 55,359	$ 30,331	$ 53,182	$ 2,008,044	$ 2,056,588	$ 48,544	$ 2,163,345	$ (106,757)
Licenses & Permits										
NPDES Plan Review Fee	7,850	19,500	11,650	4,692	14,808	75,350	92,930	17,580	45,036	47,894
NPDES Inspection Fee	22,800	37,000	14,200	18,235	18,765	294,775	235,200	(59,575)	235,756	(556)
Total Licenses & Permits	30,650	56,500	25,850	22,927	33,573	370,125	328,130	(41,995)	280,792	47,338
Total Revenues	58,804	140,013	81,209	53,258	86,755	2,378,169	2,384,718	6,549	2,444,137	(59,419)
Total Revenues and Other Financing Sources	$ 58,804	$ 140,013	$ 81,209	$ 53,258	$ 86,755	$ 2,378,169	$ 2,384,718	$ 6,549	$ 2,444,137	$ (59,419)
Expenditures										
Watershed Management	$ 83,421	$ 78,692	$ (4,729)	$ 139,554	$ (60,862)	$ 950,898	$ 848,441	$ (102,457)	$ 1,590,745	$ (742,304)
Total Expenditures	83,421	78,692	(4,729)	139,554	(60,862)	950,898	848,441	(102,457)	1,590,745	(742,304)
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	-	-	-	-	-
Transfers Out to General Fund	-	-	-	-	-	-	-	-	-	-
Transfer Out to Debt Service	-	-	-	-	-	73,150	69,400	(3,750)	280,384	(210,984)
Contribution to Fund Balance	-	-		-	-	-	-		-	-
Total Transfers	-	-	-	-	-	73,150	69,400	(3,750)	280,384	(210,984)
Total Expenditures and Other Financing Uses	$ 83,421	$ 78,692	$ (4,729)	$ 139,554	$ (60,862)	$ 1,024,048	$ 917,841	$ (106,207)	$ 1,871,129	$ (953,288)

Town of Bluffton
Budget and Actual - Capital Improvement Program Fund
For Period Ending March 31, 2024

	YTD Actual	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	$ 94,381	$ 3,327,940	$ 176,480	$ 3,504,420	$ 3,410,039	2.7%
Total Economic Development	**94,381**	**3,327,940**	**176,480**	**3,504,420**	**3,410,039**	**2.7%**
Facilities						
Town Hall Improvements	91,673	250,000	50,000	300,000	208,327	30.6%
Squire Pope Carriage House	732,927	1,035,586	585,858	1,621,444	888,517	45.2%
Law Enforcement Center Facility Improvements	23,892	156,500	38,485	194,985	171,093	12.3%
Sarah Riley Hooks Cottage	-	345,217	19,215	364,432	364,432	0.0%
Total Facilities	**848,492**	**1,787,303**	**693,558**	**2,480,861**	**1,632,369**	**34.2%**
Housing						
Affordable Housing Project	20,196	1,708,672	(32,628)	1,676,044	1,655,848	1.2%
Total Housing	**20,196**	**1,708,672**	**(32,628)**	**1,676,044**	**1,655,848**	**1.2%**
Information Technology Infrastructure						
Community Safety Cameras Phase 6	-	68,500	-	68,500	68,500	0.0%
Network Improvements	46,735	130,000	9,971	139,971	93,236	33.4%
Document Management - Phase 2	-	290,000	(290,000)	-	-	N/A
Total Parks	**46,735**	**488,500**	**(280,029)**	**208,471**	**161,736**	**22.4%**
Land						
Land Acquisition	2,531,129	3,998,175	995,045	4,993,220	2,462,091	50.7%
Total Land	**2,531,129**	**3,998,175**	**995,045**	**4,993,220**	**2,462,091**	**50.7%**
Parks						
Park Improvements	159,181	354,700	145,438	500,138	340,957	31.8%
Oyster Factory Park	304,608	1,041,110	406,132	1,447,242	1,142,634	21.0%
Oscar Frazier Park	350,180	1,030,000	85,419	1,115,419	765,239	31.4%
New Riverside Park/Barn Site	1,837,038	4,880,693	1,095,323	5,976,016	4,138,978	30.7%
New River Trail	99,218	28,195	2,075,555	2,103,750	2,004,532	4.7%
New Riverside Village Park	90,643	288,000	-	288,000	197,357	31.5%
Public Art	-	-	100,000	100,000	100,000	0.0%
Total Parks	**2,840,868**	**7,622,698**	**3,907,867**	**11,530,565**	**8,689,697**	**24.6%**
Roads						
Historic District Streetscape and Drainage Improvements	75,090	378,121	282,250	660,371	585,281	11.4%
Calhoun Street Streetscape	34,540	447,837	229,680	677,517	642,977	5.1%
BIS Neighborhood Sidewalks & Lighting	57,415	-	186,263	186,263	128,848	0.0%
Goethe-Shultz Neighborhood Sidewalks & Lighting	7,244	-	297,500	297,500	290,256	2.4%
Wharf Street Lighting	-	185,750	58,810	244,560	244,560	0.0%
Boundary Street Lighting	-	-	44,403	44,403	44,403	0.0%
Boundary Street Streetscape	2,258	893,050	43,731	936,781	934,523	0.2%
Townwide Wayfinding Signage System	-	40,000	-	40,000	40,000	0.0%
Ghost Roads	5,415	376,000	12,177	388,177	382,762	1.4%
Total Roads	**181,962**	**2,320,758**	**1,154,814**	**3,475,572**	**3,293,610**	**5.2%**
Stormwater and Sewer						
Sewer Connections Policy	554,845	384,000	753,776	1,137,776	582,931	48.8%
Buck Island Sewer Phase 5	1,544,338	2,400,000	151,436	2,551,436	1,007,098	60.5%
Historic District Sewer Extension Phase 2	138,566	-	323,446	323,446	184,880	42.8%
Historic District Sewer Extension Phase 3	137,031	-	199,124	199,124	62,093	68.8%
Historic District Sewer Extension Phase 4	1,302	520,140	38,823	558,963	557,661	0.2%
Historic District Sewer Extension Phase 5	1,064	468,480	35,034	503,514	502,450	0.2%
Historic District Sewer Extension Phase 6	1,866	579,600	42,037	621,637	619,771	0.3%
Bridge Street Streetscape	169,456	110,490	565,927	676,417	506,961	25.1%
Comprehensive Drainage Plan Improvements	1,484	228,100	59,417	287,517	286,033	0.5%
May River Action Plan Impervious Restoration/Water Quality Project	49,203	459,000	-	459,000	409,797	10.7%
Stoney Crest Campground/Old Palmetto Bluff Rd	-	419,099	-	419,099	419,099	0.0%
Pritchard Street Drainage Improvements	23,703	1,442,706	9,990	1,452,696	1,428,993	1.6%
Total Stormwater and Sewer	**2,622,858**	**7,011,615**	**2,179,010**	**9,190,625**	**6,567,767**	**28.5%**
Total CIP Expenditures	**$ 9,186,621**	**$ 28,265,661**	**$ 8,794,117**	**$ 37,059,778**	**$ 27,873,157**	**24.8%**

Town of Bluffton
Actual Versus Budget
For Period Ending March 31, 2024

	Month of March 2024					Year-to-Date thru March 31, 2024				
	FY 2023	FY 2024	More/(Less)	Budget	Over / (Under)	FY 2023	FY 2024	More/(Less)	Budget	Over / (Under)
Revenues										
Property Taxes										
Real & Personal Property Tax (TIF)	$ 14,153	$ 17,258	$ 3,105	$ 12,844	$ 4,414	$ 3,473,885	$ 4,078,293	$ 604,409	$ 3,152,701	$ 925,592
GO Bond Debt Service Property Tax	5,788	9,853	4,065	5,394	4,459	393,614	440,795	47,181	366,831	73,964
Total Property Tax	19,941	27,111	7,170	18,239	8,872	3,867,498	4,519,088	651,590	3,519,533	999,555
Licenses & Permits										
Municipal Improvement District Fee	1,723	2,325	602	1,761	564	354,500	367,561	13,061	362,308	5,253
Interest Income	4,447	11,549	7,102	333	11,216	34,511	85,817	51,306	2,583	83,234
Miscellaneous Revenues	-	-	-	-	-	-	-	-	-	-
Total Revenues	26,111	40,985	14,874	20,332	20,653	4,256,509	4,972,466	715,957	3,884,424	1,088,042
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	72,533	(72,533)	73,150	69,400	(3,750)	72,533	(3,133)
Total Other Financing Sources & Tranfers In	-	-	-	72,533	(72,533)	73,150	69,400	(3,750)	72,533	(3,133)
Total Revenues and Other Financing Sources	$ 26,111	$ 40,985	$ 14,874	$ 92,865	$ (51,880)	$ 4,329,659	$ 5,041,866	$ 712,207	$ 3,956,957	$ 1,084,909
Expenditures										
Series 2014 TIF Bonds Debt Service										
Principal	$ -	$ -	$ -	$ -	$ -	$ 851,304	$ 873,554	$ 22,250	$ 873,554	$ -
Interest	-	-	-	-	-	45,680	34,698	(10,982)	34,698	-
Series 2022 TIF Bonds Debt Service										
Principal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest	-	-	-	-	-	-	-	-	-	-
Series 2020 GO Bonds Debt Service										
Principal	-	-	-	-	-	230,000	245,000	15,000	245,000	-
Interest	-	-	-	-	-	145,800	134,300	(11,500)	134,300	-
Series 2020A GO Bonds Debt Service										
Principal	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	73,150	69,400	(3,750)	69,400	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	1,345,934	1,356,952	11,018	1,356,952	-
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	-	-	-	-	-
Total Transfers	-	-	-	-	-	-	-	-	-	-
Total Expenditures and Other Financing Uses	$ -	$ -	$ -	$ -	$ -	$ 1,345,934	$ 1,356,952	$ 11,018	$ 1,356,952	$ -

Town of Bluffton
Special Revenue Accounts
For Period Ending March 31, 2024

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					499,532	1,030,150
Local Accommodations Tax	5,551	151,068	108,061	124,885	176,676	171,277	117,868	70,760	89,999					1,016,145	1,597,500
Hospitality Tax	55,957	340,329	282,100	283,048	355,917	349,776	385,692	223,058	314,287					2,590,164	3,788,036
Total Revenues	63,041	493,118	392,124	645,486	534,366	523,059	752,644	295,675	406,327	-	-	-	-	4,105,840	6,415,686

FY2023

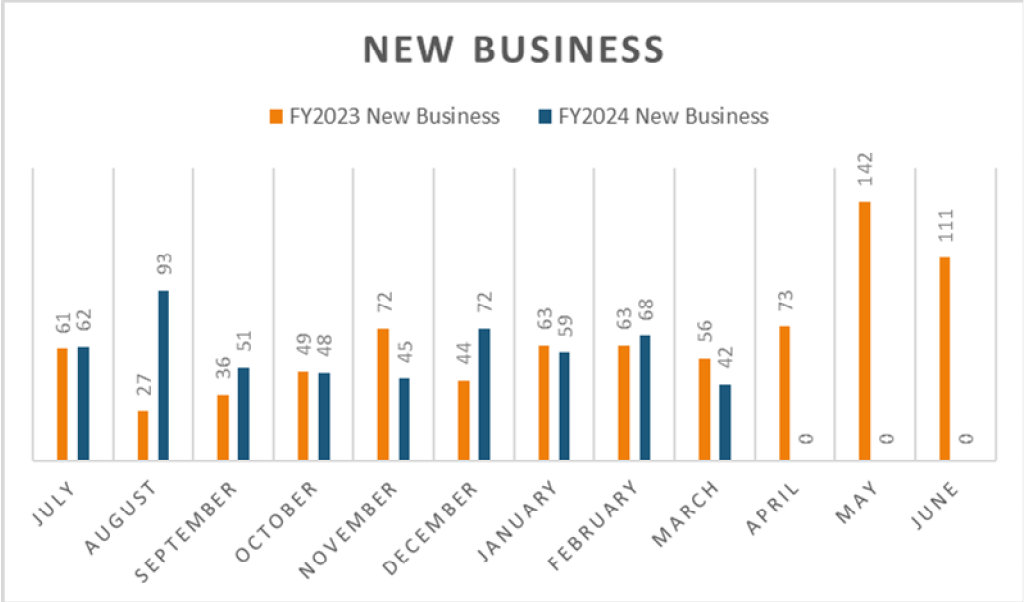
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
Revenues															
State Accommodations Tax	400	468	509	256,141	783	897	229,281	916	1,155	145,283	1,388	1,466	484,835	1,123,522	1,175,700
Local Accommodations Tax	614	173,603	126,868	137,517	152,941	158,074	114,639	63,354	83,215	24,975	331,683	187,863	176,431	1,731,778	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	1,067,141	6,526,963	5,483,800

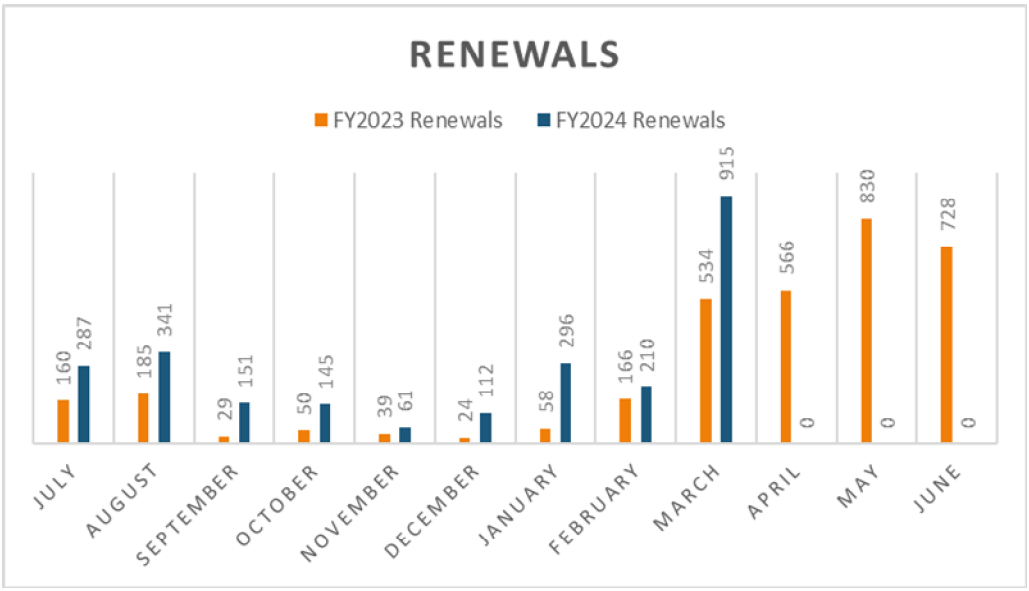
FY2024 VS FY2023 (more / (less)

	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					8,982
Local Accommodations Tax	4,937	(22,535)	(18,807)	(12,632)	23,735	13,203	3,229	7,406	6,784					5,319
Hospitality Tax	51,272	85,148	1,021	(29,543)	20,163	41,919	94,355	(12,507)	4,187					256,015
Total Revenues	57,342	63,866	(16,332)	(60,763)	44,888	56,231	117,388	(4,160)	11,856	-	-	-	-	270,316

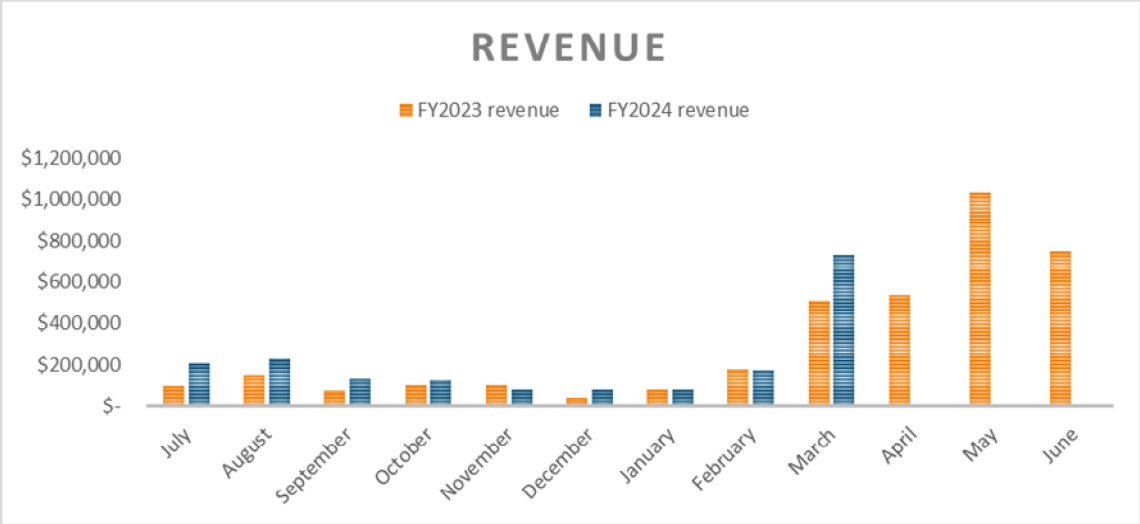
Business License Statistics:

Business License applications for FY2024 through March total 3,058 (540 new business and 2,518 renewals) compared to FY2023's total of 1,716 (471 new business and 1,245 renewals).





Business license renewals reflect an increase of 71% or 381 licenses and revenue collections increased 44% or $224,925 for the month of March when comparing to last year. The revenue impact is in large part due to the new software, Evolve that has drastically reduced the turnaround time for a business license to be renewed. Business license revenue through permits for March is $47,135 which is an increase of 28% or $10,207 when comparing to last year.



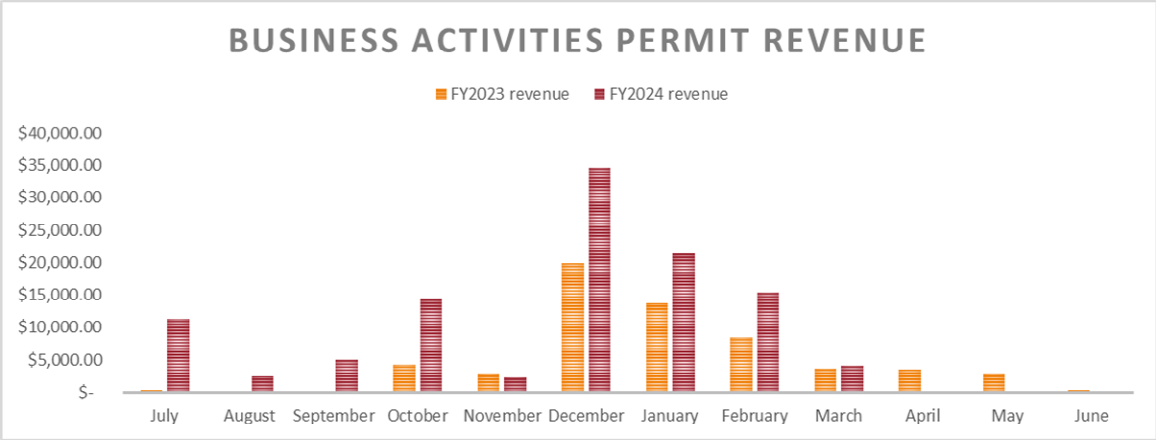
The amended ordinance that went into effect January 1st, 2019 included additional incentives for new businesses and businesses with multiple locations within the Town. For the 2024 business license renewals through March, two hundred, seventy-four (274) business have qualified for the Town's incentives for a total revenue reduction of $69,213.

Incentive	Number of Businesses	Gross Income Deducted	Total Incentive Amount
10%	71	$ 3,867,323	$ 5,813
20%	110	8,160,547	11,110
40%	56	5,159,167	8,216
CAP	2	38,685,016	38,685
2+	35	7,549,826	5,389
Grand Total	**274**	**$ 63,421,879**	**69,213**

Rate Class	Number of Businesses	Total Incentive Amount
1	61	$ 47,864
2	7	385
3	20	530
4	47	3,653
5	32	1,899
7	93	13,407
8.1	11	874
8.51	1	51
8.6	1	300
9.3	1	250
Grand Total	**274**	**$ 69,213**

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
  - Four (4) 2027 MVPs issued in March
  - Eighteen (18) are compliant
  - Two (2) are non-compliant
  - None are pending
  - There are twenty (20) identified Mobile Vending businesses
- Short-Term Rental Permit (STRP): $325 for a calendar year
  - Eight (8) 2024 STRPs issued in March
  - One hundred and ninety-two (192) STRPs are compliant with a permit
  - Ninety-three (93) are non-compliant
  - Ten (10) are in-process
  - There are two hundred and ninety-five (295) 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	Active	$ 500,000.00	$ 3,002,282.00	$3,502,282.00	10/14/19	10/14/19	12/30/2023
Land and Water Conservation Fund	Federal	45-01131	New Riverside Barn Park	CIP	Active	$ 500,000.00	$ 500,000.00	Phase I > $1M	10/18/21	10/19/21	10/31/2023; extended to 7/31/2024
Bureau of Justice Assistance Office Programs Bulletproof Vest Partnership - 2021	Federal	Not Provided	Bulletproof Vests for Police Officers	Police	closed	$ 1,637.10	$ 1,637.10	$ 3,274.20	04/28/22	09/30/21	8/31/2023
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	Active	$ 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-1-599	May River Watershed Action Plan, Phase V - stormwater retrofit (Bridge St)	Stormwater / CIP	closed	$ 228,165.15	$ 152,110.10	$ 380,275.25	10/01/20	12/04/20	12/3/2023
FFY 2023 Justice Assistance Grant (JAG)	Federal	5G003322	Domestic Violence Investigator and Community Mental Heath Officer	Police	closed	$ 141,404.40	$ 15,711.60	$ 157,116.00	10/14/22	10/01/22	9/30/2023
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 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	Active	$ 893,422.29	none	$ 893,422.29	6/16/2023	7/1/2023	6/30/2024
FY24 State Appropriation Act	State	none	New River Linear Trail	CIP	Active	$ 2,000,000.00	$ 705,172.00	$2,705,172.00	10/16/2023	10/16/2023	10/16/2026
FY24 State Appropriation Act	State	none	Agility Course	Police	Active	$ 50,000.00	none	$ 50,000.00	9/8/2023	9/8/2023	6/15/2024
StimulateSC	State	2024SSC-01	DRCI Artificial Intelligence Training Program	DRCI	Active	$ 10,450.00	$ 10,450.00	$ 20,900.00	1/2/2024	1/15/2024	10/15/2024
						$ 7,509,058.30					
Sen Graham appropriation / COPS Law Enforcement Technology	Federal		equipment for PD	Police	**Federal budget approved; pending grant agreement from Dept of Justice**	$ 1,348,178.00	$ 337,045.00	$1,685,223.00			9/30/2024
National Opioid Guaranteed Political Subdivision Subfund	State		Opioid settlement money	Police	**writing application with PD; will be submitted in April**	$ 25,915.25	none	$ 25,915.25			6/30/2024
Building Resilient Infrastructure and Communities (BRIC)	Federal		Historic District drainage	Watershed	**submitted 12/14**	$ 278,550.00	$ 30,950.00	$ 309,500.00			36 months from date of award
School Safety Program FY25 (School Resource Officer)	State		continued funding for six SROs	Police	**submitted 2/16/2024**	$ 784,000.00	none	$ 784,000.00			6/30/2025

TOWN COUNCIL

STAFF REPORT
Human Resources Department

MEETING DATE:	May 14, 2024
PROJECT:	April 2024 Activity Report
PROJECT MANAGER:	Anni Evans, Director of Human Resources

Human Resources Summary:

New Hires: 1
Oscar Dorta
Title: Police Officer
Start Date: April 18, 2024
Department: Police Department

Exits: 3
Alfred Lessard
Title: Crossing Guard
Date: April 12, 2024
Department: Police Department

Scott Geerts
Title: Crossing Guard
Date: April 12, 2024
Department: Police Department

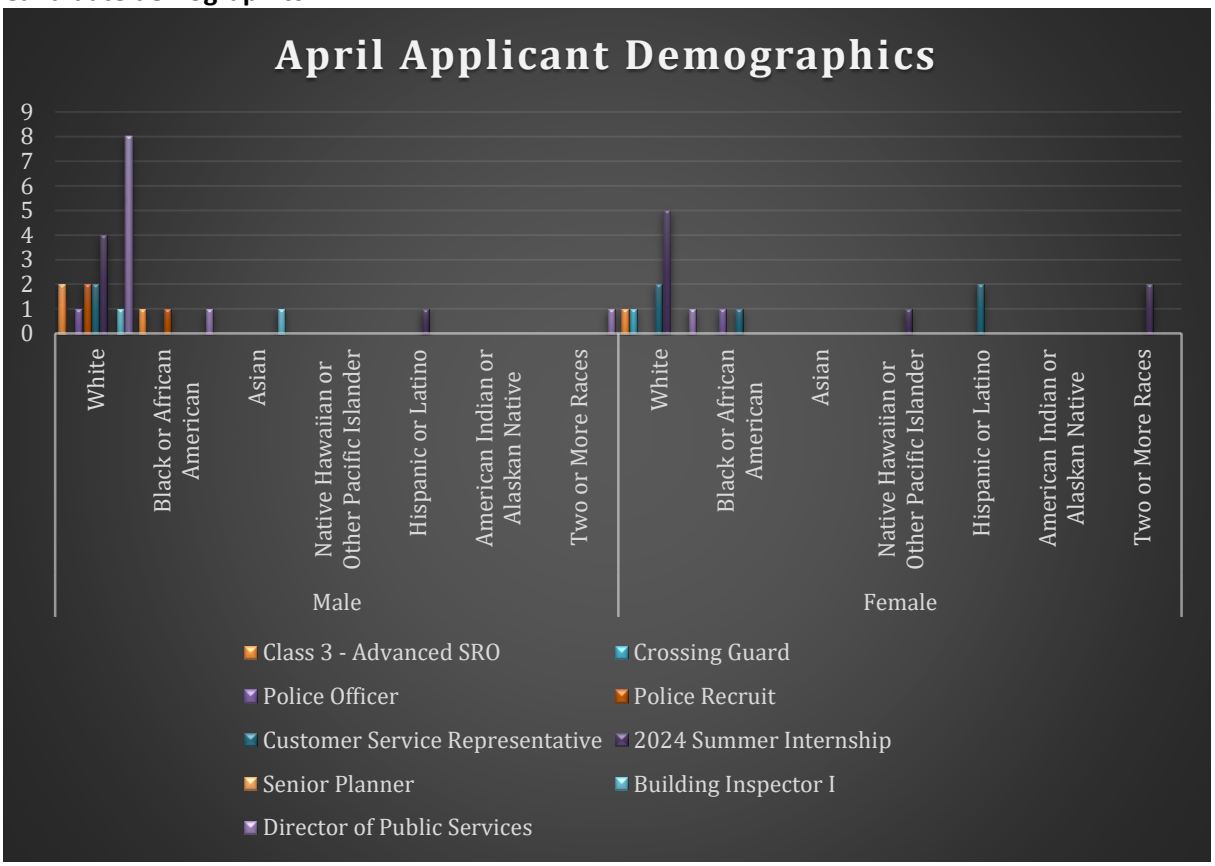
Jeffrey Dickson
Title: Police Corporal
Date: April 29, 2024
Department: Police Department

Jobs posted:
Police Officer
Police Recruit
SRO – Class 3
Crossing Guard
Customer Service Representative
Senior Planner
Director of Public Services

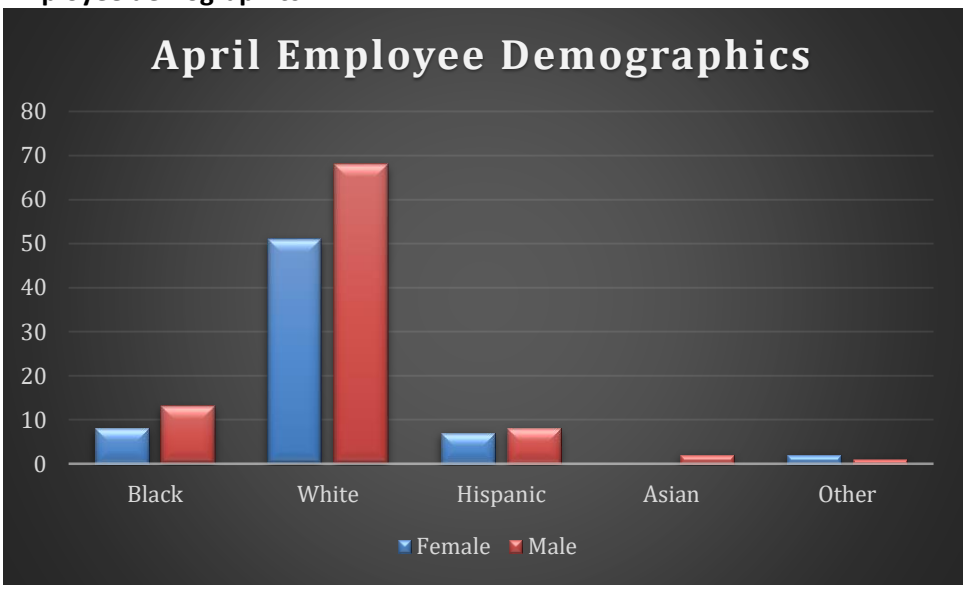
- Birthday/Anniversary Celebration – 4/10/24 DonutNV Food Truck
- Solar Eclipse viewing party – eclipse themed snacks and glasses provided
- Family Day event: 4/13/24 – food trucks, bounce houses and activities, face painting by local high school students
- CPR classes held 4/9
- MASC Spring HR Conference: 4/25/24

- Leadership training developed with First Sun EAP – first time offered for first line supervisors
    - A total of three sessions being held in April, May, and June respectively with follow-up sessions offered for check-ins

Candidate demographics:



Employee demographics:



TOWN COUNCIL

STAFF REPORT
Municipal Court Department

MEETING DATE:	May 14, 2024
PROJECT:	March Activity Report
PROJECT MANAGER:	Lisa Cunningham, Clerk of Court

Court Summary

Town of Bluffton Municipal Court convenes every Tuesday morning. In March 2024 a total of four morning sessions. The Municipal Court currently has 469 cases pending which is a combination of 415 criminal/traffic cases, 27 jury trial requests, and 27 defendants enrolled in alternative programs.

Indigent Defense cases

Town of Bluffton currently contracts with the 14th Circuit Public Defenders Office to provide Indigent Defense Counsel to all defendants who meet the Annual Federal Poverty Guidelines. Year to date our Indigent Defense Attorney has 656 cases which is a combination of 88 pending and 568 disposed on the docket as of March 2024.

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

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

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

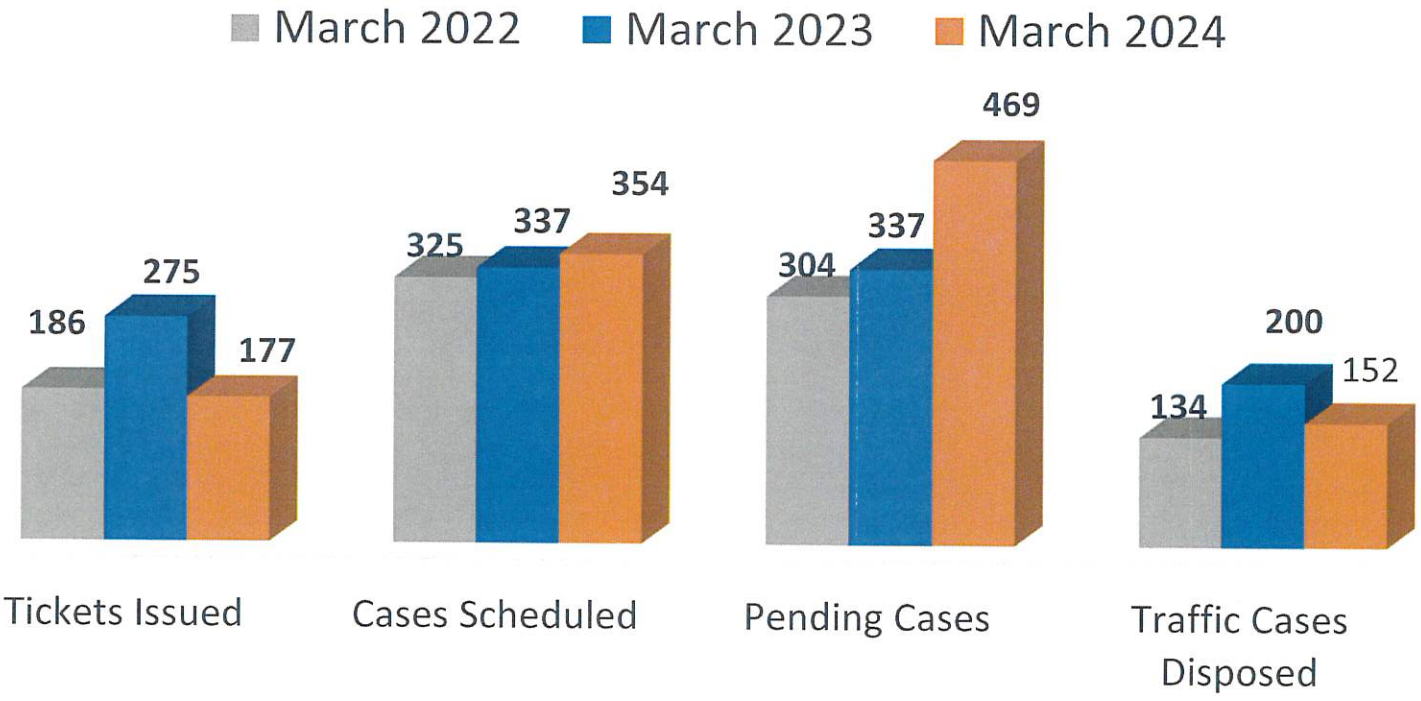
TEP, AEP, and PTI are directly managed through the Solicitors office. The Court provides a referral and the Solicitors Office provides a completion or termination report upon completion date.

Town of Bluffton Municipal Court

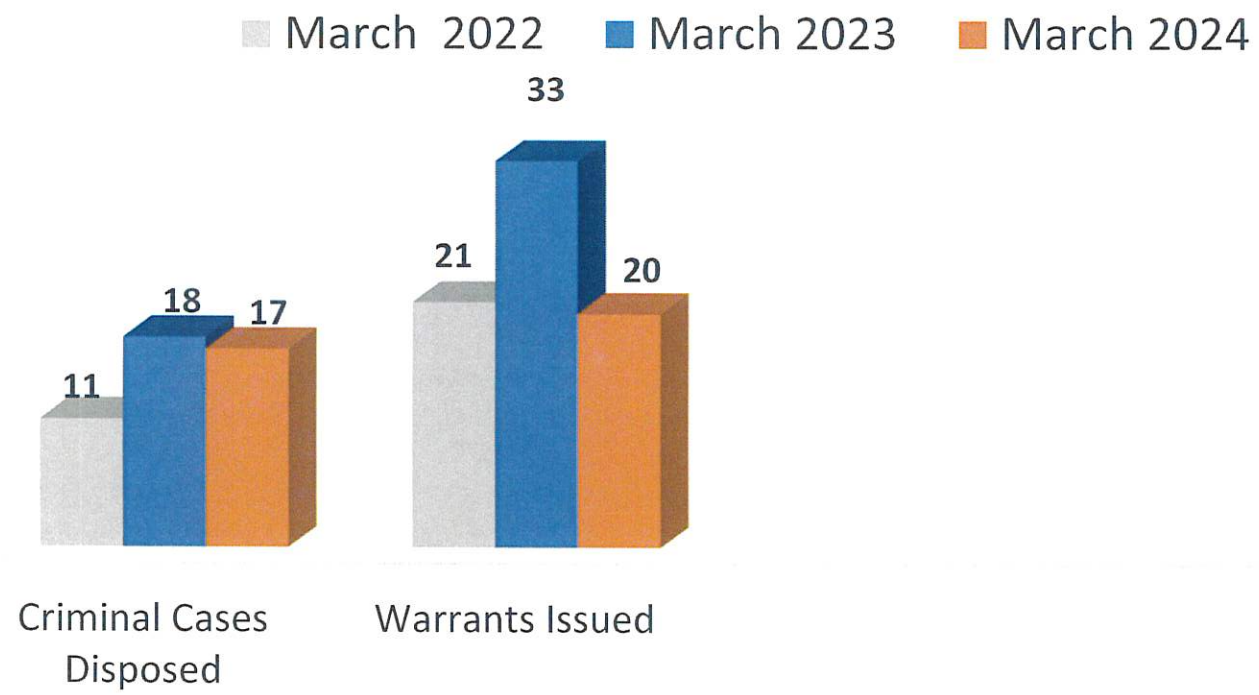
Statistics for March 2024

Presented by:
Lisa Cunningham, Clerk of Court

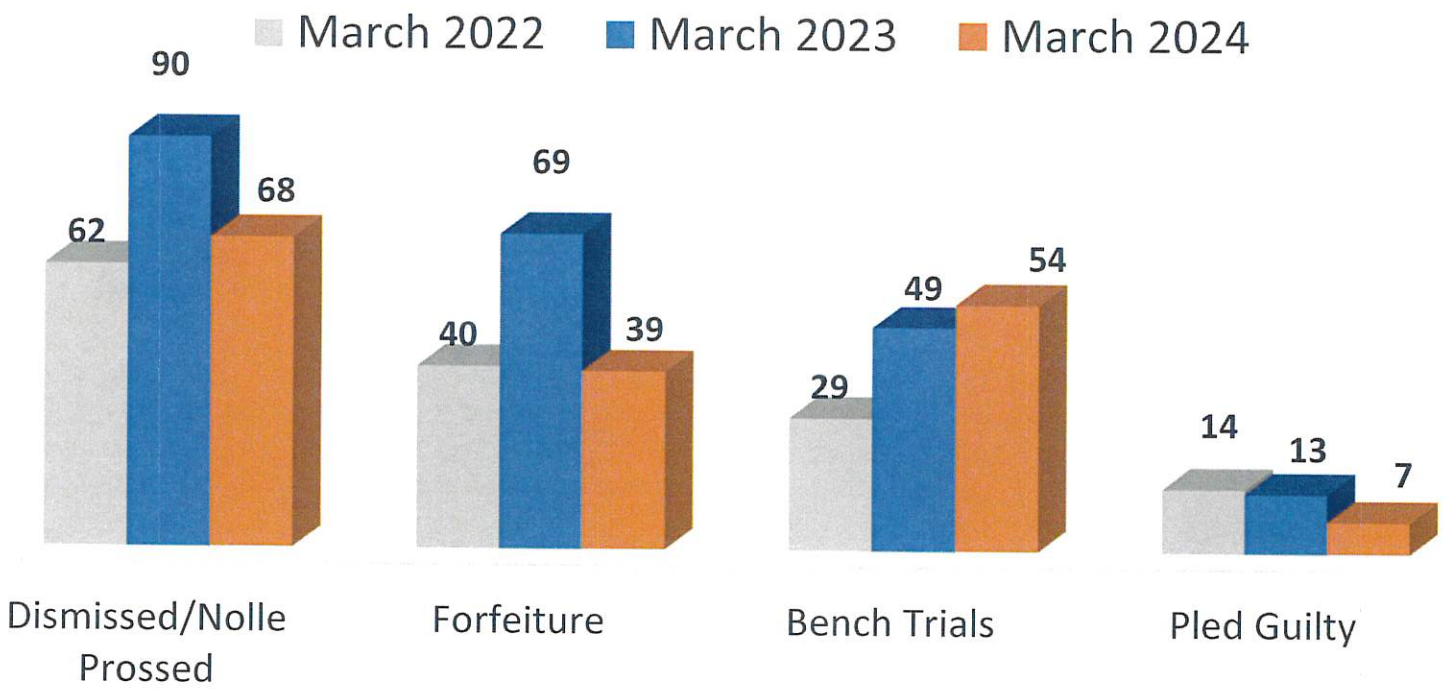
Town of Bluffton Municipal Court



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:	May 14, 2024
SUBJECT:	Projects and Watershed Resilience Department Monthly Report
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects and Watershed Resilience

CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

PATHWAYS

1. Buck Island-Simmonsville Neighborhood Sidewalks and Lighting

- Construction of the Phase 6B sidewalks, drainage and lighting is complete.
- **Next Steps**
  - Complete Phase 6B closeout with SCDOT.

2. New River Linear Trail

- Received $26,000 PARD grant award and $2 million in SC appropriations.
- Easement donation from New Riverside Community Association, Inc. approved at 3/14/23 Town Council.
- Restroom purchase agreement approved at 7/11/23 Town Council.
- Well installed and tested.
- Dominion utility easement approved at 10/10/23 Town Council.
- Bathroom 100% plans approved. Bathroom fabrication in progress.
- **Next Steps**
  - Continue engineering design and permitting for Phases 1 and 2.
  - Negotiations are ongoing with Central Electric and Santee Cooper for cost sharing terms for trail bridges maintenance.
  - Install bathroom, entry gate and security cameras this Spring.

SEWER & STORMWATER

1. Buck Island-Simmonsville Sewer (Phases 5A-D)

- Permits/Contracts are complete, the project is under construction.
- Mainlines have been constructed.
- **Next Steps**
  - Inspection, punch list and approval by BJWSA.

2. Historic District Sewer Extension Phases 2 & 3 - Bridge & Colcock Streets

- Jordan Construction of Hilton Head, Inc. continues construction.
- Main line testing is complete and waiting on approvals to operate.
- Road crossing repaving is underway.
- **Next Steps**
  - Finalize installation of grinder pumps and house connections.

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

- Design for Phases 4, 5, & 6 were submitted to BJWSA for initial review.
- **Next Step**
  - Incorporate BJWSA comments into final construction documents.
  - Construction implementation is pending permit approval.

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

- Initial site investigations are complete for 8 of the 11 participating project sites.
- Palmetto Pointe Towns, Lowcountry Community Church and Apartment One declined to participate in the Program at this time.
- Began work to finalize Draft on Section 1 of 3, Fee-in-Lieu and Enterprise Fund establishment/administration. Geotechnical investigations for all sites have been completed.
- Initial Property Owner contacts for the selected 15 Additional Sites within municipal limits have been made.
- **Next Steps**
  - Update of site concepts based on geotechnical data complete and field walks of each site are being conducted.
  - Based on comments received from the school district, finalize preliminary design plan for School sites.

HISTORIC DISTRICT IMPROVEMENTS

1. Boundary Street Lighting

- Complete contract revisions with Dominion to install street lighting on the west side of Boundary Street.
- **Next Steps**
  - Dominion to install street lighting in FY24.

2. Squire Pope Carriage House Preservation

- The contract with Huss Inc. was executed and construction began on 1/16/23.
- All exterior siding, windows and doors have been refinished and reinstalled. New roofing has been installed. Exterior painting is ongoing. Handicap ramp has been installed. Handrails to follow. Exterior shutters are almost complete. Interior trim has been reinstalled. Floor refinishing has begun. Casework is installed. Interior painting is ongoing.

- **Next Steps**
  - Complete building construction in May 2024.
  - Obtain FY25 budget approval for Welcome Center and office upfit.
  - Landscape design is complete and planned to be installed summer 2024.

3. Bridge Street Streetscape

- Phase 1 completed.
- Stakeholder meeting with Montessori and Hargray completed.
- **Next Steps**
  - Continue Phase 2 engineering design for SCDOT permitting.
  - Continue Phase 2 stakeholder meetings.
  - Close out Phase 1 with SCDOT.
  - Continue Phase 2 planning and design for underground power.

4. Boundary Street Streetscape

- Engineering Design is 70% complete and submitted to Watershed for stormwater initial review.
- Met with Dominion Energy on 5/17/23. Completion of underground conversion plans from Dominion Energy is subject to the Town obtaining easements for May River Transmission line and proposed switch gear locations.
- **Next Steps**
  - Continue with engineering design, underground power coordination, and permitting.
  - Prepare easement exhibits and begin appraisals in FY24.
  - Construction to begin in FY25, subject to acquisition of all required easements.

5. Calhoun Street Streetscape

- Preliminary engineering design is 40% complete.
- Met with Dominion Energy on 5/17/23. Awaiting underground conversion plans from Dominion Energy.
- **Next Steps**
  - Continue negotiations with May River Road property owners for main transmission line easements. Once the main transmission line easements have been completed, then continue with engineering design into FY25.
  - Prepare easement acquisition plats for Phase 1 in FY24 and begin easement acquisition.
  - Phased construction is planned to begin in FY26 pending budget approval and acquisition of all required easements.

6. Pathway Pedestrian Safety Improvements

- Completed Historic District crosswalk study identifying and prioritizing future intersection/crosswalk improvements to meet ADA compliance.
- Phase 1 ADA sidewalk improvements along Goethe Road were completed on 1/2023.
- Contract with ICE approved at 9/12/23 Town Council meeting.
- **Next Steps**
  - Review Phase 2 final design plans.
  - Follow up with property owners for easement acquisitions.
  - Finalize Phase 3 analysis locations list.

7. Comprehensive Drainage Plan Improvements

- Heyward Cove Work Completed. Working on preparing individual Asset Owner reports identifying work, results and needed work. FY24 scope of work finalized.
- Consultant proposal finalized and MSA Task Authorization approved at the 4/9/2024 Town Council meeting.
- **Next Steps**
  - Review consultant proposal, negotiate cost and scope items, determine award.

8. Pritchard Street Drainage Improvements

- Project scope has increased to include streetscape elements, pedestrian connectivity, street lighting and traffic calming evaluation. Growth Management and Stormwater Pre-Application meeting held 10/17/2023. Updated 95% design received from consultant and under review. Permit applications have been submitted. DRC Public Project held 3/28/2024.
- **Next Steps**
  - Coordinate approval for proposed improvements with Beaufort County School District and Beaufort County on Pool operation impacts.
  - Complete 95% design review, follow-up/complete permitting submissions and bid document formulation.
  - Identification of easement and street lighting needs.

PARK DEVELOPMENT

1. Oyster Factory Park

- Civil construction and landscape of parking area is complete.
- Construction of the event area continues.
- **Next Steps**
  - Construction of the event area is planned to be complete by May 2024.
  - Prepare alternate kayak launch plan for the east side of the park.

2. Oscar Frazier Park

- Executed contracts for design/build of the splash pad.
- Posted bid solicitation for landscape construction in March.
- **Next Steps**
  - Complete Rotary Hardscape construction in late April 2024.

- Preconstruction utility relocations are complete. Begin construction of Splash Pad in April 2024 and complete in July 2024.

3. New Riverside Barn/Park

- Phase 2 Design is complete.
- JS Construction completed phase 1 site construction in November 2023.
- JS has started additional parking area phase two.
- The contract has been executed with Nix Construction for Construction Manager at Risk Services with a GMP for Phase 2 (barn, restroom, playground, and common areas).
- Nix Construction has all permits moving forward.
- Nix has procured all future playground equipment.
- Nix has installed security fencing around park for safety.
- Nix has formed up foundations at restrooms and installed underground plumbing. Restroom foundations are poured.
- Nix started pavilion foundations and blockwork at playground area.
- Dominion installed transformer, power to park and pulled power to transformer. restrooms.
- **Next Steps**
  - JS to continue additional parking area phase two.
  - JS will install all hand holes for future light poles and IT infrastructure.
  - Nix to start restroom construction.
  - Nix to start pavilion construction.
  - Nix will install future well for irrigation and landscape.

4. New Riverside Village

- Partial order of site furnishings received.
- Trellis swing construction and installation of site furniture contract awarded.
- Lighting contract approved at 4/9/24 Town Council.
- Design plan approved by POA/Developer.
- **Next Steps**
  - Installation of trellis swings, dog stations and trash cans by 6/30/24.
  - Continue design of wayfinding signage plan.
  - Post horizontal directional boring solicitation in preparation for light pole installation.

5. Miscellaneous Park Improvements

- Posted bid solicitation for tree plantings at Buckwalter Place Park West.
- Shade sail installation was completed at Buckwalter Place Park playground.
- **Next Steps**
  - Continue landscape and hardscape enhancements at various town parks in 2024.

6. Buckwalter Place Park Improvements

- Plans presented to Town Council on 1/16/24.

- Conceptual landscaping plan complete.
- **Next Steps**
  - Finalize hardscape plans for FY25 scope.
  - Post lighting plan solicitation.
  - Continuing design, CDs of bathroom renovation.
  - Sabal palm installation is scheduled for late May.

TOWN FACILITIES AND MISCELLANEOUS PLANNING

1. Town of Bluffton Housing Projects

- **Next Steps**
  - Provide financial assistance to joint venture partner for planning, design and permitting of Affordable/Workforce Housing at 1095 May River Road.
  - PM staff to review progress and applications for payment.

2. Law Enforcement Center Facility Improvements

- PD completed improvements to evidence room.
- PS to add AON system to HVAC.
- **Next Steps**
  - Begin design for FY25 construction of a possible storage of Public Service maintenance equipment, impound lot and canine facility.

3. Sarah Riley Hooks Cottage

- Executed design contracts with Meadors Inc., JK Tiller and Shearlock Engineering for design services of the cottage restoration and site development.
- **Next Steps**
  - Complete design of cottage and grounds in 2024.
  - Begin restoration construction of cottage in FY25.
  - Begin landscape development construction in FY26.

4. Ghost Roads

- Surveying and easement exhibits are complete.
- Bridge Street Quit Claim Deeds are complete. Pritchard and Colcock Streets Quit Claim Deeds are 99% complete. Staff is currently working with Lawrence, Lawton, Green, Pope, Allen, and Water Street property owners to obtain Quit Claim Deeds.
- **Next Steps**
  - Continue acquisition of remaining Quit Claim Deeds for Historic District Ghost Roads or initiate quiet title proceedings.

5. Document Management

- RFP contract was awarded in March 2022.
- Electronic Document Management system is live.
- Documents for 6 departments have been transitioned to DMS.
- **Next Steps**:
  - Historical documents for the remaining departments will transition through FY26.

6. Network Infrastructure

- Replaced core switches at Town Hall and the Law Enforcement Center.
- Replaced two VMWare hosts for a more stable server environment.
- Migration of Munis and Energov systems to a hosted environment completed.
- Implemented Executime to replace Intime.
- **Next Steps**:
  - Replacing two more VMWare hosts.

WATERSHED MANAGEMENT UPDATE

1. Stoney Creek/Palmetto Bluff Sewer Partnership

- 2022 updated cost-estimate for the project from BJWSA is $7.2 million + contingencies. BJWSA is the Project Manager.
- BJWSA awarded the RIA SCIPP grant in support of Stoney Creek/Palmetto Bluff Sewer Extension with BJWSA and Beaufort County.
- Finalized IGA with Town, County, and grant splitting sewer extension costs and BJWSA funding water extension costs.
- **Next Steps**
  - BJWSA continues with community outreach via their consultants and continue with design of the system.

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

3. May River Watershed Action Plan Implementation Summary - *Attachment 2*

- Staff continue to work with Water Environmental Consultants (WEC) to review continuous flow data from the Stoney Creek, Rose Dhu Creek, and Palmetto Bluff subwatersheds. WEC is reviewing continuous and intermittent flow data in real time. WEC provided recommendations on the Town's water quality grab sampling program to ensure sufficient data for model calibration. Staff began implementing these recommendations on 7/31/23. The flow data monitoring review period ended in April 2024 and final reports are expected to be completed in FY25. Staff continue to implement grab sampling water quality program recommendations.
- The Town's Calhoun Street Dock tidal elevation gauge was repaired and is recording tidal elevation data. Water Environmental Consultants (WEC) established two (2) additional tide gauges near the Stoney Creek and Rose Dhu Creek model boundaries as part of a 4-week headwaters tidal gauge study. The Calhoun Street dock and headwaters tidal elevation data will be used to establish a relationship between tidal amplitude and timing in the headwaters of the May River. A final report on the 4-week tidal gauge study is expected in FY25 with all other WEC flow monitoring final reports.
- The Town and the College of Charleston have executed a Memorandum of Agreement (MOA) to conduct the Resiliency Analysis. This analysis will include modeling storms and sea level rise throughout Town watersheds, a review of the Town's UDO, Municode, SC Code of Ordinances, and Stormwater Design Manual, and stakeholder engagement through surveys and events.
  - Staff met with SC Sea Grant Consortium to discuss the current Resiliency Analysis scope of work and assistance with data collection for development of a thorough wetlands protection ordinance on 04/03/24.
- Staff attended the South Carolina Office of Resilience (SCOR) kick off meeting for the Resilient Coastal Communities Collaborative Program on 03/21/24.
- Staff attended the Port Royal Sound Foundation's Research Symposium on 03/25/24.

- Staff met with Furman University to discuss continued resiliency-related support for the Town on 03/27/24 and 04/03/24.

4. Municipal Separate Storm Sewer System (MS4) Program Update

- Staff are currently editing the Stormwater Management Plan with an anticipated date of 5/15/2024, for submittal to SCDHEC.
- The current Town of Bluffton Southern Lowcountry Stormwater Design Manual is out for public comment until 05/31/24.

5. MS4 Minimum Control Measure (MCM) - #1 Public Education and Outreach, and MS4 MCM - #2 Public Participation and Involvement

- The May River Watershed Action Plan Advisory Committee (WAPAC) was canceled due to lack of quorum for the 04/24/24 meeting. - ***Attachment 3***
- Staff attended Bluffton Middle School Career Day on 03/21/24.
- Staff submitted photos to SonTek-Xylem's social media World Water Day contest. Town photos were selected as finalists but did not win.
- Staff continued to coordinate the May River Cleanup, which was held on 05/04/24, from 9:00am-11:30am at Oyster Factory Park. Staff formed partnerships with The Dolphin Project and Bluffton Paddle Club to host educational booths at the May River Cleanup.

6. MS4 MCM – #3 Illicit Discharge Detection and Elimination

- Stormwater Infrastructure Inventory Map - ***Attachment 4a***
- *E. coli* Concentrations Trend Map - ***Attachment 4b***
  - Staff conducted MRWAP water quality sampling on 03/28/24. Twenty-four (24) fecal indicator bacteria samples and two (2) intermittent flow measurements were collected from the May River headwaters.
  - Staff conducted MRWAP water quality sampling on 04/04/24. A total of thirty (30) fecal indicator bacteria, eighteen (18) nutrient samples, and five (5) intermittent flow measurements were collected from the May River headwaters.
- Monthly, Microbial Source Tracking (MST) Maps - ***Attachments 4c and 4d***
  - SC Department of Health and Environmental Control (SCDHEC) collects MST samples for the Town concurrently with their routine shellfish harvesting water quality sampling at stations 19-19, 19-19A, 19-19B, 19-19C, and 19-24. SCDHEC collected samples on 04/01/24. The human genetic marker was not detected in any of the samples collected.
- Illicit Discharge Investigations – ***Attachment 4e***

7. **MS4 MCM – #4 Construction Site Stormwater Runoff Control – *Attachment 5***

8. **MS4 MCM – #5 Stormwater Plan Review and Related Activity – *Attachment 6***

9. MS4 MCM – #6 Good Housekeeping (Staff Training/Education)

- Bill Baugher and Beth Lewis attended the Center for Watershed Protection National Watershed & Stormwater Conference 04/08/24 - 04/12/24.

- Andrea Moreno attended the Southeastern Stormwater Association's (SESWA) Spring Seminar on 04/19/24.
- Andrea Moreno will be attending the International Erosion Control Association's (IECA) Municipal Wet Weather Conference on 05/15/24 - 05/16/24.

10. 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.
  - 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.

11. Citizen Drainage, Maintenance, and Inspections Concerns Map – *Attachment 7*

12. Citizen Request for Watershed Management Services & Activities – *Attachment 8*

Attachments

1. SCDHEC Shellfish Harvesting Monitoring Data Year-to-Date
   a. SCDHEC May River Shellfish Harvesting Status Exhibit
2. Quarterly Update – May River Watershed Action Plan Implementation Summary*
3. MS4 Minimum Control Measures #1 and #2 – WAPAC Agenda 04/24/24
4. MS4 Minimum Control Measure #3 – Illicit Discharge Detection and Elimination
   a. Stormwater Infrastructure Inventory Map
   b. *E. coli* Concentrations Trend Map
   c. Microbial Source Tracking Trend Map – Human Source
   d. Microbial Source Tracking Map – All Sources
   e. 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 Drainage, Maintenance, and Inspections Concerns Map
8. Citizen Request for Watershed Management Services and Activities Map
9. CIP Master Project Schedules

* Attachment noted above includes the latest updates in blue.

SCDHEC Shellfish Harvesting Monitoring Data Year-to-Date
May River Headwaters Shellfish Stations

	19-19				19-19A				19-19B				19-19C				19-24				19-16			
	2021	2022	2023	2024	2021	2022	2023	2024	2021	2022	2023	2024	2021	2022	2023	2024	2021	2022	2023	2024	2021	2022	2023	2024
	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	79.0	33.0	33.0		49.0	49.0	33.0		4.5	17.0	7.8		17.0	49.0	13.0		6.8	6.8	7.8		7.8	13.0	17.0	
November	33.0	33.0	13.0		33.0	13.0	2.0		7.8	7.8	4.5		4.0	4.5	4.5		4.5	6.1	2.0		2.0	13.0	4.5	
October	49.0	23.0	33.0		26.0	46.0	23.0		13.0	13.0	17.0		23.0	23.0	33.0		23.0	11.0	2.0		17.0	14.0	6.8	
September	33.0	540.0	23.0		11.0	350.0	13.0		17.0	350.0	13.0		13.0	170.0	7.8		2.0	79.0	17.0		11.0	33.0	13.0	
August	49.0	23.0	23.0		49.0	23.0	49.0		23.0	11.0	6.8		49.0	13.0	13.0		14.0	17.0	23.0		14.0	11.0	2.0	
July	350.0	920.0	350.0		64.0	49.0	920.0		79.0	95.0	70.0		33.0	130.0	49.0		33.0	23.0	33.0		13.0	46.0	17.0	
June	49.0	13.0	14.0		79.0	4.5	7.8		13.0	11.0	23.0		17.0	2.0	13.0		22.0	1.8	33.0		2.0	9.3	13.0	
May	2.0	4.5	23.0		49.0	4.5	33.0		23.0	4.0	17.0		23.0	1.8	13.0		23.0	1.8	33.0		7.8	2.0	21.0	
April	33.0	4.5	170.0		23.0	4.5	130.0		22.0	1.8	110.0		17.0	2.0	70.0		7.8	1.8	NS		2.0	1.8	7.8	
March	33.0	33.0	23.0		11.0	23.0	49.0		17.0	2.0	17.0		13.0	4.5	17.0		2.0	2.0	17.0		2.0	2.0	17.0	
February	79.0	23.0	540.0		70.0	31.0	350.0		79.0	17.0	240.0		23.0	22.0	240.0		7.8	2.0	33.0		6.8	11.0	33.0	
January	17.0	49.0	33.0	49.0	17.0	22.0	33.0	23.0	13.0	33.0	13.0	4.5	23.0	7.8	33.0	4.5	17.0	7.8	7.8	7.8	7.8	7.8	4.5	2.0
** Truncated GeoMetric Mean	36.0	40.0	38.0	39.0	26.0	28.0	30.0	29.0	18.0	18.0	17.0	16.0	15.0	14.0	16.0	15.0	10.0	9.0	9.0	9.0	8.0	9.0	8.0	8.0
** Truncated 90th Percentile	139.0	192.0	211.0	231.0	69.0	91.0	152.0	184.0	58.0	72.0	77.0	88.0	39.0	54.0	71.0	88.0	35.0	41.0	44.0	41.0	33.0	32.0	26.0	29.0

NS = No Sample

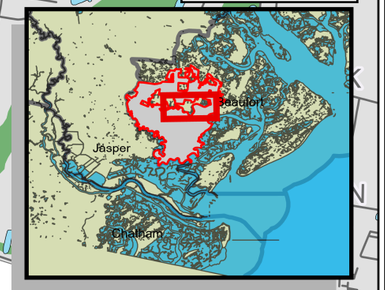
SCDHEC Regulatory Requirements:

Geometric Mean ≤ 14

90th Percentile ≤ 43

** Town staff calculations utilizing SCDHEC statistics

*South Carolina Department of Health & Environmental Control (SCDHEC) Monitoring Stations are required to have both Geometric Mean values of ≤ 14.0 Most Probable Number and 90th percentile values of ≤43.0 Most Probable Number for fecal coliform to be classified as APPROVED for shellfish harvesting.



AY RIVER RESERVE
THE FARM
PINE RIDGE
HALMARK
VISTA VIEW
BUCK ISLAND RD
ROSE DHU CREEK PLANTATION
OLD MILLER RD
BUCKWALTER PKWY
MAY RIVER RD
BARTONS RUN
STOCK FARM
OLD TOW
PALMETTO BLUFF RD
OLD PALMETTO RD
Stoney Creek
MAY RIVER PLANTATION
Rose Dhu Creek
GASCOIGNE BLUFF
19-19
19-24
19-16
May River
19-19C
19-19A
19-19B
May River
RIVERSIDE DR
OLD PALMETTO BLUFF RD
OLD PALMETTO BLUFF RD
F FORD RD

SCDHEC Shellfish Monitoring Stations

- Restricted 2022/2023 Shellfish Season
- Open SCDHEC Shellfish Monitoring Stations
- SCDHEC Shellfish Monitoring Station Classification Change

- Streets
- Drainage
- Town Jurisdiction
- County Jurisdiction
- Water
- Wetlands

Town of Bluffton

Beaufort County, SC

SCDHEC SHELLFISH HARVESTING STATUS

0 4 8 17 25 33 42 Miles

N W E S

Date: 10/18/2022

WAPAC Meeting Presentation
May River Watershed Action Plan Update & Modeling Report
Quarterly Overview and Status
Created: August 25, 2022
Updated: January 25, 2024

Overview

- May River Watershed Action Plan Update & Modeling Report completed November 2020.
- Town Council Adoption of May River Watershed Action Plan Update as a Supporting Document to the Comprehensive Plan completed February 2021.
- May River Watershed Action Plan Update & Modeling Report Summary:
    - **Executive Summary** provides an overview of the project background, findings and interpretation, current state of knowledge concerning fecal coliform fate and transport, and an overview of proposed recommendations for the Town.
    - **1.0 Introduction** includes more detailed project background including the purpose of the document and the Project Team's tasks to 1) develop water quality models to compare current conditions (2018) to pre-shellfish impairment conditions (2002) to develop pollutant load reduction estimates, and 2) evaluate 2011 Action Plan BMPs for appropriateness under current conditions and provide up to eleven (11) alternative projects and preliminary cost estimates.
    - **2.0 Model Setup; 3.0 Model Calibration, and 4.0 Water Quality Model Results** details the methodology used by the Project Team to establish and calibrate the models and the model outputs. This highly technical information is necessary for future Water Quality (WQ) Model calibration and use for consistency.
    - **5.0 Recommendations** includes strategies to improve the Town's monitoring efforts to calibrate the WQ Model further (§5.1), strategies and BMPs for bacteria reduction (§5.2), an evaluation of 2011 Action Plan BMP projects (§5.3), and methodology used to develop 2020 Action Plan Update recommended projects (four septic to sewer conversion projects and eleven stormwater BMP retrofit projects) with cost-estimates and ranking/prioritization (§5.4).
    - **6.0 Conclusions** offers a summary of the WQ Model results in context of current state of knowledge.
    - **7.0 References** documents the prior research findings used to inform recommendations.
    - **Appendices** reference supporting materials:
        - Montie et al. (2019) "Technical Report: Historical Analysis of Water quality, Climate Change Endpoints, and Monitoring in Natural Resources in the May River,"
        - Technical Memo from Dr. Rachel Noble,
        - Watershed Treatment Model Spreadsheets, and
        - Detailed Project Cost Estimate Spreadsheets.

MRWAP 2020 Update Septic to Sewer Project Recommendations/Evaluations:

- Four (4) septic to sewer conversion projects were evaluated 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 $3.46x10^{13}$ FC per year.
- The estimated septic to sewer conversion costs of these projects is $5.5 million.

Work Performed and Current Status as of August 25, 2022 Meeting

Discussions with the Town, Beaufort County and BJWSA have been held about future Septic to Sewer Program projects identified above. Stoney Creek Septic to Sewer Project has been identified as the next priority project to pursue under the Septic to Sewer Program.

- The Town and Beaufort County are finalizing Funding and Cost share elements relative to the project and a letter to BJWSA will be developed and sent to BJWSA regarding project funding, capital outlay and schedule for implementation.

Update for WAPAC February 23, 2023 Meeting:

The Town, Beaufort County and BJWSA continue to work on details to draft a proposed Inter-Governmental Agreement (IGA) to be presented to each respective approving authority for review, finalization, and approval. It is anticipated that this process is months away from final approval/adoption of the respective parties.

Update for WAPAC July 27, 2023 Meeting:

Stoney Creek/Palmetto Bluff Sewer: Three-party agreement is being finalized by BJWSA legal team now. BJWSA's RFP for water and sewer design services was supposed to close 6/30/23. Due to RIA protocol, they must review and approve an RFP prior to posting, thus the RFP was canceled. BJWSA anticipates receiving RIA approval and reposting the RFP on 7/17/23. BJWSA received RIA approval and reposted the RFP on 7/17/23 with a closing of 8/1/23.

Update for WAPAC January 25, 2024 Meeting:

Stoney Creek/Palmetto Bluff Sewer: All parties agreed to the IGA in October. The IGA will be presented to TC at the November TC meeting for review and approval. Beaufort County will present the IGA at their December meeting.

MRWAP Update Eleven Impervious Restoration (stormwater retrofit) Project Recommendations/Evaluations:

- 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.

Eleven (11) proposed project sites Rose Dhu Creek (6 projects) and Stoney Creek (5 projects):

- 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)
- McCracken Middle School/Bluffton Elementary School (MMSBES)
- May River High School
- One Hampton Lake Apartments (OHLA)
- Pritchardville Elementary School (PES)
- Palmetto Pointe Townes (PPT)

- Based on WQ Model outputs, these projects alone may potentially reduce FC loading by
  - 2.99×10^{14} FC reduction for the Full SWRv (entire sub-basin drainage area catchment).
  - 2.53×10^{14} FC reduction for the Reduced SWRv projects (impervious area drainage area of sub-basin catchment).
- The estimated of 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.

Example of Impervious Restoration Project evaluation from May River Watershed Action Plan Update & Modeling Report:

Figure 52. McCracken Middle School/Bluffton Elementary School Proposed Stormwater BMP Retrofits

Work Performed and Current Status as of August 25, 2022 Meeting
Update for WAPAC July 27, 2023 Meeting:

Work performed for this project is being performed by MSA Consultant Engineering Firm:

- Drafted a detailed scope of work for Engineering Consultant Firm review and cost proposal (Expression of Interest) regarding performance of the work elements presented herein and related to MRWAP Update recommendations for implementation.
- The Expression of Interest was submitted to 3 consultant firms under existing Master Service Agreements with the Town for review and a request for response.
- All 3 Firms responded. Their respective responses were evaluated, scored and discussed internally.
- A recommendation for Award was made and the Consulting Firm of Goodwyn, Mills and Cawood selected.
    - Phase I of this work performed under existing FY 22 funding from Watershed Management Division.
    - Phase II of this work be presented for Town Council review and approval in the August 2022 Town Council Meeting and FY23 funding.

      Update for WAPAC February 23, 2023 Meeting:

      Phase II work was approved by Town Council and work has been initiated and reported herein.

Task 1 : MRWAP Update 11 site locations

Update for WAPAC January 25, 2024 Meeting

Eleven (11) proposed project sites Rose Dhu Creek (6 projects) and Stoney Creek (5 projects): Yellow and Blue highlight indicates geotechnical evaluations complete.

- Bluffton Early Learning Center (BELC). **Participating in preliminary design development phase.**
- Boys and Girls Club of Bluffton (BGC). **Participating in preliminary design development phase.**
- Benton House (BH). **Participating in preliminary design development phase.**
- Bluffton High School (BHS). **Participating in preliminary design development phase.**
- Buckwalter Recreation Center (BRC). **Participating in preliminary design development phase.**
- Lowcountry Community Church (LCC). **Declined to Participate.**
- McCracken Middle School/Bluffton Elementary School (MMSBES). **Participating in preliminary design development phase.**
- May River High School. **Participating in preliminary design development phase.**
- One Hampton Lake Apartments (OHLA). **Declined to Participate.**
- Pritchardville Elementary School (PES). **Participating in preliminary design development phase.**
- Palmetto Pointe Townes (PPT). **Declined to Participate.**

- Evaluate 11 sites and proposed BMPs. Complete.

- Update concept plans for 11 sites based on site evaluations, recommendations and discussions. Complete.
- Perform geotechnical evaluations at each site at locations related to BMP locations of updated concept plans. Completed for the 5 school sites. Geotechnical evaluations for the remaining **3** participating partner sites are being schedule based on recent property owner participation status being known/confirmed.
  Coordinating geotechnical work approval with property owners and schedule for Benton House (BH), Buckwalter Recreation Center (BRC) and Boys and Girls Club of Bluffton (BGC). **Geotechnical field work for Benton House (BH), Buckwalter Recreation Center (BRC) and Boys and Girls Club of Bluffton (BGC) completed, and data being analyzed and geotechnical report in development.**
- Refine updated concepts and use for presentations to Property Owner to discuss Impervious Restoration Program goals, objectives and gain support for Program and their participation. Based on geotechnical investigation results, updated Concept plans for the 5 school sites have been refined. A meeting will be scheduled with School District to discuss the updated concept plans to get their feedback prior to beginning Preliminary Design task. **Based on geotechnical investigation results, updated Concept plans for Benton House (BH), Buckwalter Recreation Center (BRC) and Boys and Girls Club of Bluffton (BGC) sites will be refined. A meeting will be scheduled with School District to discuss the updated concept plans to get their feedback prior to beginning Preliminary Design task.**
  - Develop list of "incentives" to secure Property Owner participation (see Policy Document Formulation below).
- Based on geotechnical information and Property Owner feedback further refine concept plans to Preliminary Design:
  - Determine BMP types and location to maximize SWRv/WQ treatment in cost effective approach. Estimated impervious area treated and SWrv capture based on refined Concept plans developed for the 5 school sites**.**
  - Determine estimated pollutant load reductions.
  - Develop site specific BMP details.
  - Develop preliminary BMP maintenance schedule and cost for each site.
- Preliminary Design development plans will be presented to the Property Owner for review and discussion. Other Restoration Program details (maintenance responsibilities, easements, incentives, etc.) developed as part of the Program (see Policy Document Formulation below) will also be discussed in hopes of establishing a commitment from the Property Owner to participate in the Program. Once a "commitment" is secured from the Property Owner, the project site will be moved to Final design, permitting, and ultimately construction. **A meeting was held with the School District on September 28. 2023 to discuss initial Preliminary Design development. Comments were noted and to be incorporated for final preliminary design plan development.**

Task 2 : 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).

Update for WAPAC February 23, 2023 Meeting:

Desktop analysis and field work performed to develop a list of 45 sites that potentially meet the criteria above. This list of potential sites is under review/evaluation.

Update for WAPAC July 27, 2023 Meeting:

Finalized the list of 15 additional sites (and 5 alternates) to be considered/evaluated within the municipal limits of Bluffton for Impervious Restoration feasibility and concept plan development. Site evaluations will be performed as property owner approvals for access to property to perform site assessment is obtained.

Update for WAPAC January 25, 2024 Meeting:

Data search for these sites is ongoing in terms of existing plan information, current property owner and contacts.

Yellow Highlight indicate field investigations, drainage pattern evaluations and hand auger soil samples completed.

Green Highlight indicate contact made and coordination in process.

Initial concept plans are being developed for these sites for review. Other site evaluations will be performed as property owner approvals for access to property to perform site assessment is obtained.

- **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**
- **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)**

Town of Bluffton Impervious Restoration/BMP Retrofit Policy Documents.

Task 3 : 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.

- Policy Document Formulation has been initiated and includes research of similar Programs Nationwide.

  Update for WAPAC February 23, 2023 Meeting:

  2 *DRAFT* Policy Documents have been submitted for review and comment. Comments are being evaluated and addressed by consultant and an update *DRAFT* Policy Document is expected by April 2023.

  Update for WAPAC July 27, 2023 Meeting:

  - Updated Draft Policy Document was completed and submitted in June for review and comments are being finalized.
  - Upon Policy Document Final Draft development, the Policy Document will be presented to WAPAC with a request for recommendation to Town Council for adoption.

  Update for WAPAC January 25, 2024 Meeting:

  - **Internal review, discussion and comments of Updated Draft Policy Document was completed and submitted to Consultant September 10,2023. Initial discussion of comments and path forward held November 3, 2023. Additional discussions with Consultant to be held in December 2023.**

Other, Related MRWAP Update Recommendations

- Adopt proposed regional Southern Lowcountry Post Construction Stormwater Ordinance and Design Manual - complete September 2021.
- The Town should incorporate volume reduction BMPs (those that encourage infiltration) within existing and future CIP projects to the maximum extent practical, especially for project locations with well-drained soils (HSG A or B) – in progress, see below.
  - **Work Performed and Current Status as of August 25, 2022 Meeting**
    - Bridge Street Streetscape Project
      - Project design/permitting is complete, and Construction Contract has been awarded.

- Incorporated Infiltration BMPs within the project to capture and treat 1.95" of rainfall over impervious surfaces within the project area, prior to discharge into the May River.
- Received Section 319 Grant from DHEC to cost-share cost of construction of proposed BMPs.

  Update for WAPAC February 23, 2023 Meeting

  Construction was initiated by JS Construction in early December 2022. Construction considered 65% complete.

  Update for WAPAC July 27, 2023 Meeting:
  - Project work is Substantially Complete.
  - Partial reimbursement from DHEC for construction cost supported by 319 Grant requested and received.

  Update for WAPAC January 25, 2024 Meeting
  - **Project and Grant work is complete and closed out.**
  - **Total Grant funding for this project $228,165.15**
  - **Water Quality Monitoring Results**

Water Quality Monitoring Summary: Based on monitoring and rainfall data for the period of July 1-October 11, 2023, the only rainfall event that produced a stormwater outfall/discharge was an intense rain event on September 10, 2023 which produced 3.82" of rain in a 4 hour period. The next most intense storm happened on July 10, 2023 which produced 1.46" of rain in 1 hour and no stormwater outfall/discharge occurred. Based on this data, we estimate the BMP treatment train constructed with this project could accommodate a 10 year storm event (6.9" of rain in 24 hours) with little or zero runoff. Zero runoff equals zero pollutants, and zero freshwater being discharged to Huger Cove and the May River.

From 319 Grant Project Final Report: Pre-construction water quality monitoring was performed on October 19, 2022, which can be found in Appendix C. So, prior to project construction a simulated rain event was performed to provide an indication of the amount of rainfall prior to direct a discharge occurring into Heyward Cove and then water samples were collected and tested by USCB to determine pollutants present and their concentrations. The rainfall simulation was performed because there was no way to get a water sample once stormwater entered the BMP and was treated by BMP via infiltration into ground.

Table 1 below is the Pre Construction Water Quality Monitoring Table of Pollutants:

Date	Time of Sample	TKN (mg/L)	Nitrate/Nitrite (mg/L)	Total Nitrogen (TN)	Total Phosphorus (TP)	TSS (mg/L)
10/19/2022	9:41	0.85	0.290	1.10	0.68	220.00

Three underground storage/infiltration and four pervious paver parking areas with underground storage were installed. After the completion of the BMPs, water quality monitoring was conducted to determine the reduction in pollutants with the newly installed BMPs. The installation of the Auto samplers were located at the two stormwater pipe outfalls into Heyward Cove, FES-1 and FES-2. Post-

construction water quality monitoring occurred on September 11, 2023, which can be found in Appendix C. Based off the post-construction pollutant values, all values analyzed were reduced greatly, including TSS.

Table 2 below is the Post Construction Water Quality Monitoring Table of Reduced Pollutants:

Date	Time of Sample	TKN (mg/L)	Nitrate/Nitrite (mg/L)	Total Nitrogen (TN)	Total Phosphorus (TP)	TSS (mg/L)
9/11/2023	16:46	0.64	0.14	0.78	0.19	8.4

Rainfall monitoring took place between July 1, 2023, and October 11, 2023, at the Watershed Building Office, 1261 May River Road. There were eight rainstorm events that had over an inch of water in 24 hours. In particular, there was one rainstorm on September 10th, 2023, where there was 3.82 inches of rain over the extent of four hours. This was the only recorded rain event, during the monitoring period, which produced a discharge of stormwater runoff into outfall FES-2 at Heyward Cove.

Table 3 below are the eight storm events over an inch.

Rainstorms over and inch	
Rainstorm Event	Rainfall (in)
July 5th	1.46 inches over 1 hour
July 10th	1.17 inches over 7 hours
July 28th	1.28 inches over the whole day
August 28th	1.23 inches over 1 hour
August 30th	1.23 inches over the whole day
September 1st	1.1 inches over 3 hours
September 10th	3.82 inches over 4 hours
September 17th	1.09 inches over 6.5 hours

Table 4 shows the monthly rain mounts in inches, with October only accounting for the first eleven days of the month and then monitoring stopped.

Monthly Rain Amounts	
Month	Rainfall (in)
July	7.35
August	5.3
September	7.56
October*	0.0
TOTAL	20.21

***only accounted for October 1 – October 11, 2023**

There are many benefits that come from the constructed/installed stormwater best management practices, that include: 1) reducing the concentrations of pollutants that are associated with stormwater runoff, 2) the amount and frequency of direct stormwater/freshwater discharges into Heyward Cove has greatly reduced. and 3) temporarily detain large portions of the runoff volume and then release it a slower rate to decrease the amount of flooding on the roads. With the BMPs that were used for Bridge Street Streetscape, the BMP benefits include the decrease in TSS and other pollutants, but also retrofitting the existing area that had no prior stormwater management in the surrounding area.

- Pritchard Street Drainage Improvement Project
  - Project in Design Phase and considered 30% complete.
  - Incorporated Infiltration BMPs within the project to capture and treat 1.95" of rainfall over impervious surfaces within the project area, prior to discharge into Heyward Cove.
  - Submitted Section 319 Grant proposal to DHEC to cost-share cost of construction of proposed BMPs. Pre-proposal was accepted, and Full Proposal was requested by DHEC. Under Review.
    Update for WAPAC February 23, 2023 Meeting
    - 70% design plan submitted, reviewed and comments presented to consultant.
    - 319 Grant was awarded by DHEC to the Town.
  - **Update for WAPAC July 27, 2023 Meeting:**
    - Project Scope of Work and budget increase approved for FY24 to include streetscape elements of lighting, sidewalk, traffic calming and ADA compliance.
    - Updated survey received.
    - Updated 70% design drawings received in July and under review.
  - **Update for WAPAC January 25, 2024 Meeting**
    - **Updated 70% Streetscape Design submittal made and review comments provided to Consultant for 90% Design development and permit acquisitions.**
    - **Pre-Application meeting for Project held with Growth Management and Stormwater Management.**

- In-House Microbial Source Tracking – in progress, see below
  - The Town entered a Memorandum of Understanding (MOU) with the University of South Carolina Beaufort (USCB) in July 2021 to establish and fund a regional Microbial Source Tracking (MST) laboratory capable of accepting environmental water quality samples.
  - Analytical services are provided by the USCB-MST laboratory for all environmental samples collected by the Town.

- **Update for WAPAC February 23, 2023 Meeting** Staff has collected additional fecal samples needed for dog, bird, and deer. The USCB-MST Laboratory is conducting the assessment on additional fecal samples and Dr. Pettay will provide a final report to the Town once all fecal markers in regional watersheds have been analyzed.
- **Update for WAPAC July 27, 2023 Meeting:** Additional genetic fecal markers continue to be analyzed by Dr. Pettay and the MST Laboratory.
- **Update for WAPAC January 25, 2024 Meeting: Dr. Pettay is now the Lead Principal Investigator (PI) for both the MST and Water Quality Laboratories. Dr. Pettay, Town staff, and County staff met to discuss regional water quality monitoring needs. The MST Laboratory is still processing scat samples, and a final report is forthcoming.**

- Future (new) Bacteria Monitoring Locations - in progress, see below
  - Staff increased sampling frequency and implemented additional monitoring sites and parameters in the May River headwaters based upon recommendations in the 2020 May River Watershed Action Plan Update and Model Report.
  - **Update for WAPAC February 23, 2023 Meeting** Staff is collecting intermittent flow data at SonTek IQ sites in conjunction with grab FIB samples.
  - **Update for WAPAC July 27, 2023 Meeting** Staff is working with the consultant to identify recommended strategies for intermittent flow data collection and a review of the Town's FIB grab sample schedule.
  - **Update for WAPAC January 25, Meeting: Staff continues to collect MRWAP bacteria grab samples twice per month at fourteen (14) monitoring locations in the May River headwaters study area. Intermittent flow measurements are collected at six (6) of these monitoring locations at the time of grab sampling.**
- Future (new) Water Flow Monitoring Locations.
  - **Work Performed and Current Status as of August 25, 2022 Meeting**
    - The MRWAP Update included recommendations for the Town to perform certain rainfall and flow data measurements in May River Headwater Watersheds in order to "calibrate" and make more accurate Model predictions. These recommendations were evaluated and a game plan to address recommendations to calibrate model developed.
      - Utilizing existing flow and rainfall data collected over past years with rain gauges, IQ Plus and Sontek measuring instruments in Stoney Creek, Rose Dhu Creek, Palmetto Bluff, Duck Pond and Heyward Cove, the Town hired a consultant to review the data and determine:
        - Useful data obtained to gain the required information to calibrate model.
          - The data obtained from Stoney Creek and Heyward Cove was deemed sufficient for Model calibration and Final report for this work is in process.
          - Duck Pond was deemed inconsequential, not needed due to drainage area size and proximity/outfall to tidal waters.

        Update for WAPAC February 23, 2023 Meeting

- Consultant Final Report delivered, and Model Calibration Data for Stoney Creek and Heyward Cove identified.

- If data review resulted in insufficient data, develop a monitoring program that would produce the data needed.
  - Rose Dhu Creek and Palmetto Bluff flow data review resulted in data that was insufficient to calibrate Model.
  - Final report identifying recommended strategies to gain required data is in process.
  - Potential purchase of telemetry stations to equip continuous flow monitoring stations with real-time data access.

Update for WAPAC February 23, 2023 Meeting

- Final Report delivered. Based on recommendations of data and process needed, staff has procured needed telemetry station equipment and has hired a consultant to assist in getting the intermittent and continuous flow data and producing a Final Report. The field work installation of equipment is being scheduled. Once installed and operational, data collection will last 6 months.

Update for WAPAC July 27, 2023 Meeting

- The Town of Bluffton procured and installed two (2) SonTek Turnkey Systems that enable real-time continuous flow data review to a cloud-based service. These systems are deployed in the Rose Dhu Creek and Palmetto Bluff subwatersheds.
- A SonTek IQ remains deployed in the Stoney Creek subwatershed. The consultant's first data review determined there was sufficient flow data for model calibration in the Stoney Creek subwatershed. However, staff determined it would continue to collect continuous flow data at this location so that continuous flow, intermittent flow, bacteria samples, and rainfall data were collected for three (3) of the four (4) Modeling Report subwatersheds simultaneously.
- Consultant is reviewing data and identifying power, beam, or possible maintenance issues weekly.
- Intermittent flow measurements, utilizing the FlowTracker2, will be conducted at the time of grab sampling at the three (3) SonTek IQ flow stations beginning 7/31/23.

Update for WAPAC January 25, 2024 Meeting:

- **Staff continue to operate and maintain three (3) SonTek IQ continuous flow monitoring stations in the May River headwaters. Staff expect these systems to be in place for approximately one (1) full year to account for seasonality.**
- **The Duck Pond subwatershed has no channelized flow entering or exiting the system. The Town's consultant suggested that the Town monitor water elevation in the Duck Pond for approximately 6 months to ensure water elevations are accurately depicted by future modeling. Staff has requested permission to site a water elevation logger in the Duck Pond, near or attached to the Palmetto Bluff bridge.**
- **Clarification from the consultant determined that due to limited staff time, intermittent flow measurements would be most valuable at six (6) of the Town's water quality monitoring locations upstream of the SonTek IQ flow stations.**
- **Staff is working diligently to collect samples following wet weather conditions which have been defined as ≤ 0.50 inches of rainfall within 24 hours of sampling. The USCB Water Quality Laboratory has been assisting the Town with ensuring samples can be analyzed on short notice.**

PUBLIC NOTICE

The May River Watershed Action Plan Advisory Committee (WAPAC) meeting scheduled for

Wednesday, April 24, 2024

has been

CANCELLED

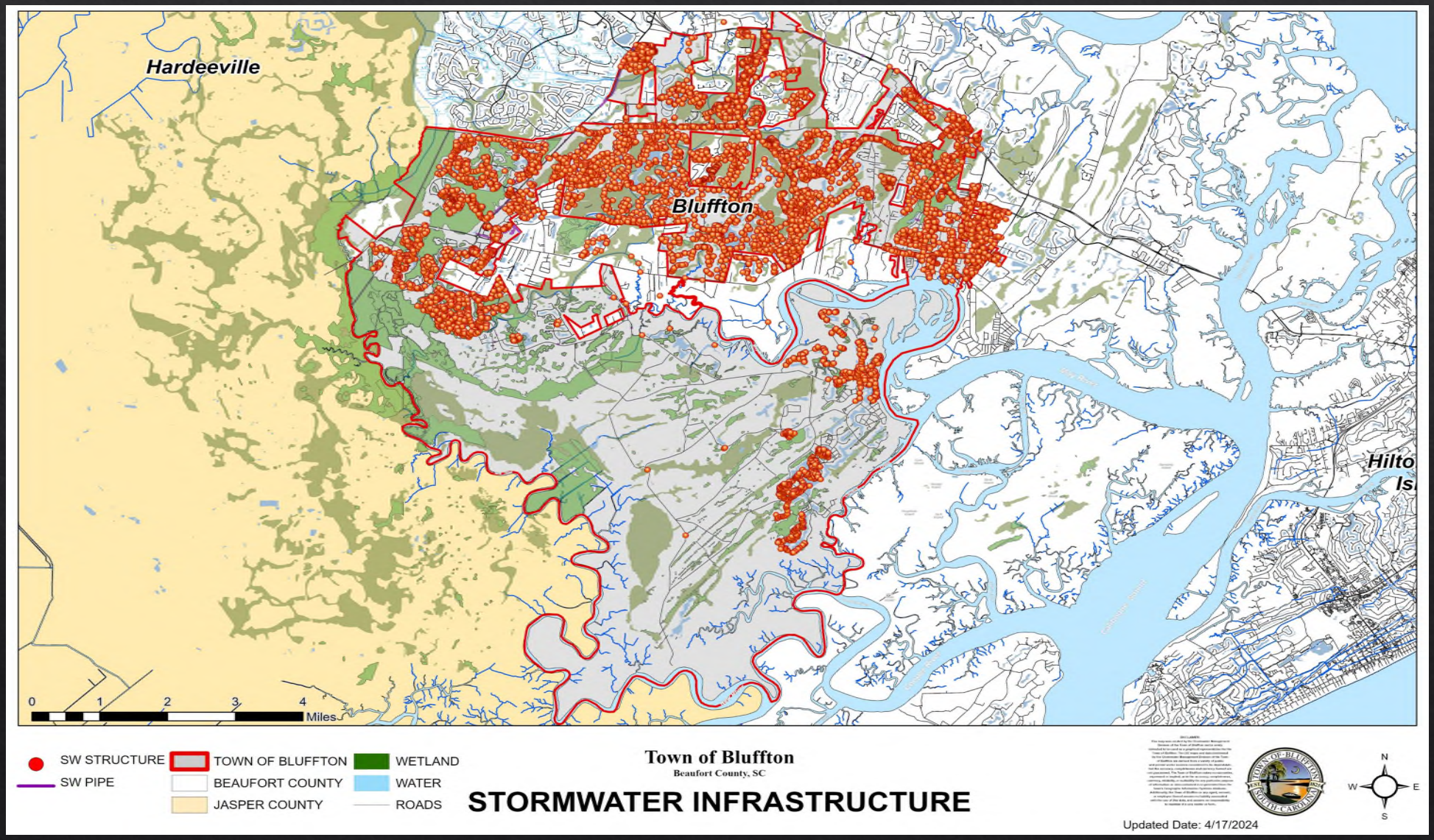
due to lack of quorum.

The next meeting is scheduled for

Thursday, May 23, 2024

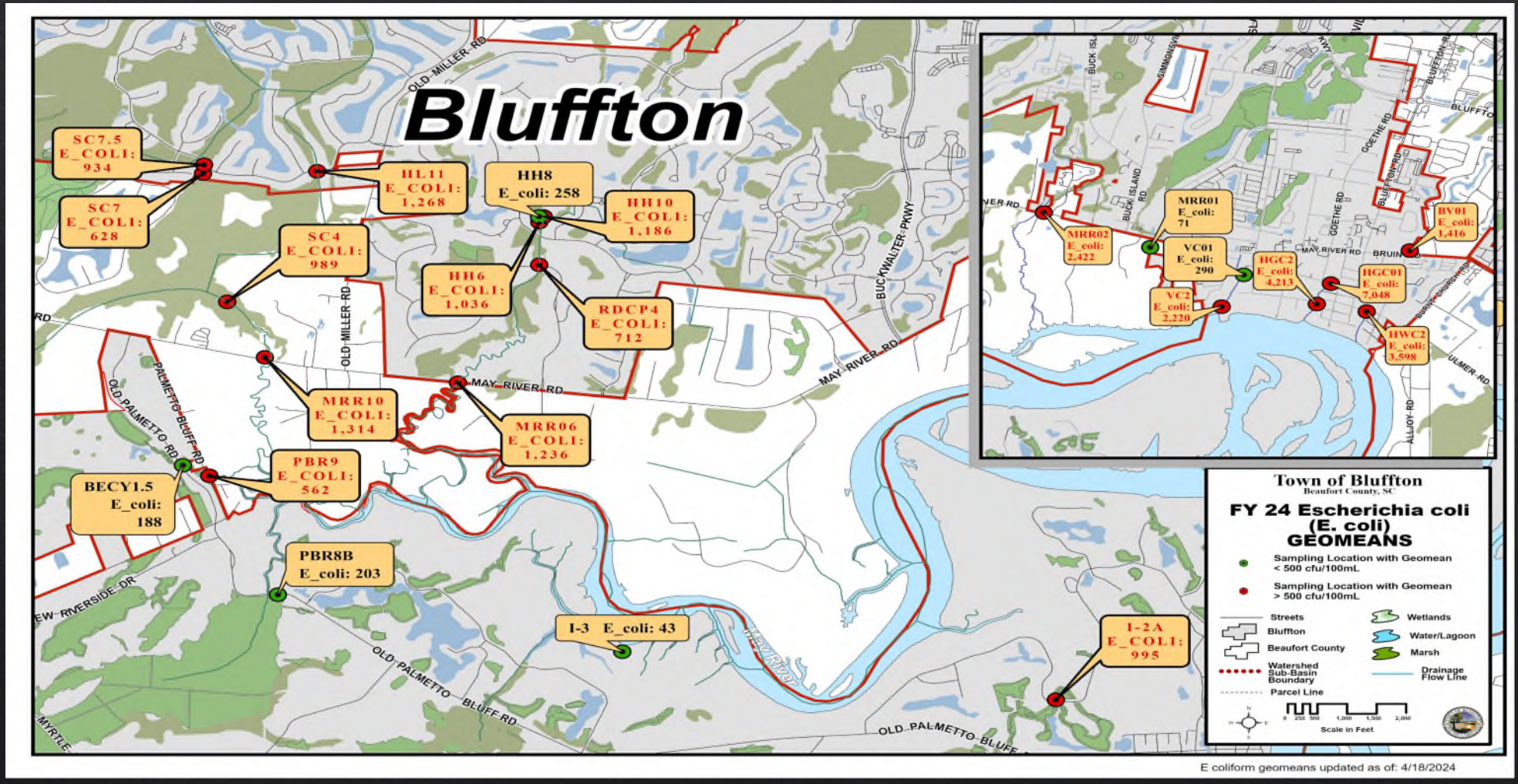
If you have questions, please contact
the Watershed Management Division
at: 843-540-6958

MS4 Minimum Control Measure #3 – IDDE (Illicit Discharge Detection & Elimination): Stormwater Infrastructure Inventory



Stormwater Infrastructure Inventory Collection Status	
Collection Totals	17,234
FY 2024 YTD	577

MS4 Minimum Control Measure #3 – IDDE: *E. coli* Concentrations Trend Map

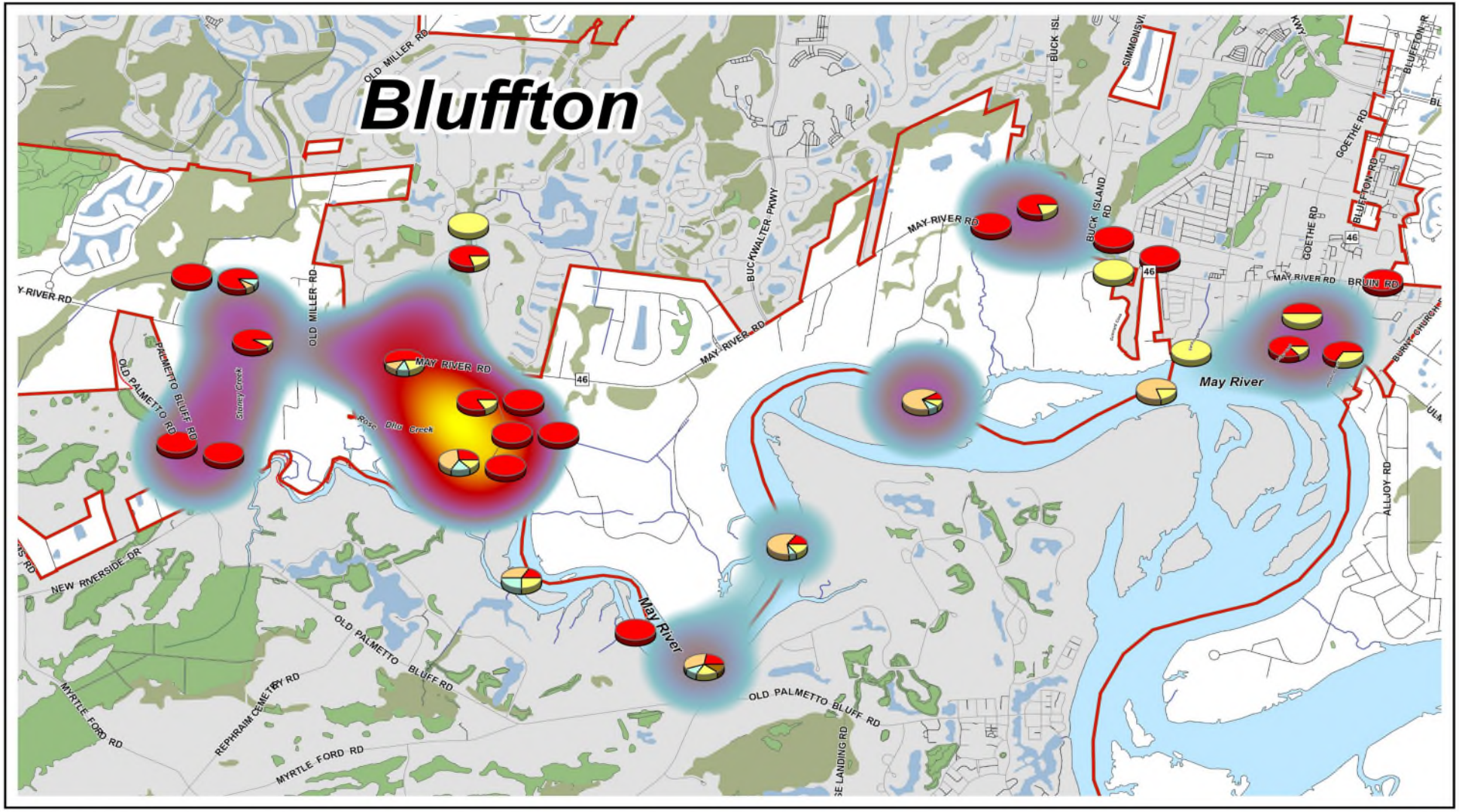


E coliform geomeans updated as of: 4/18/2024

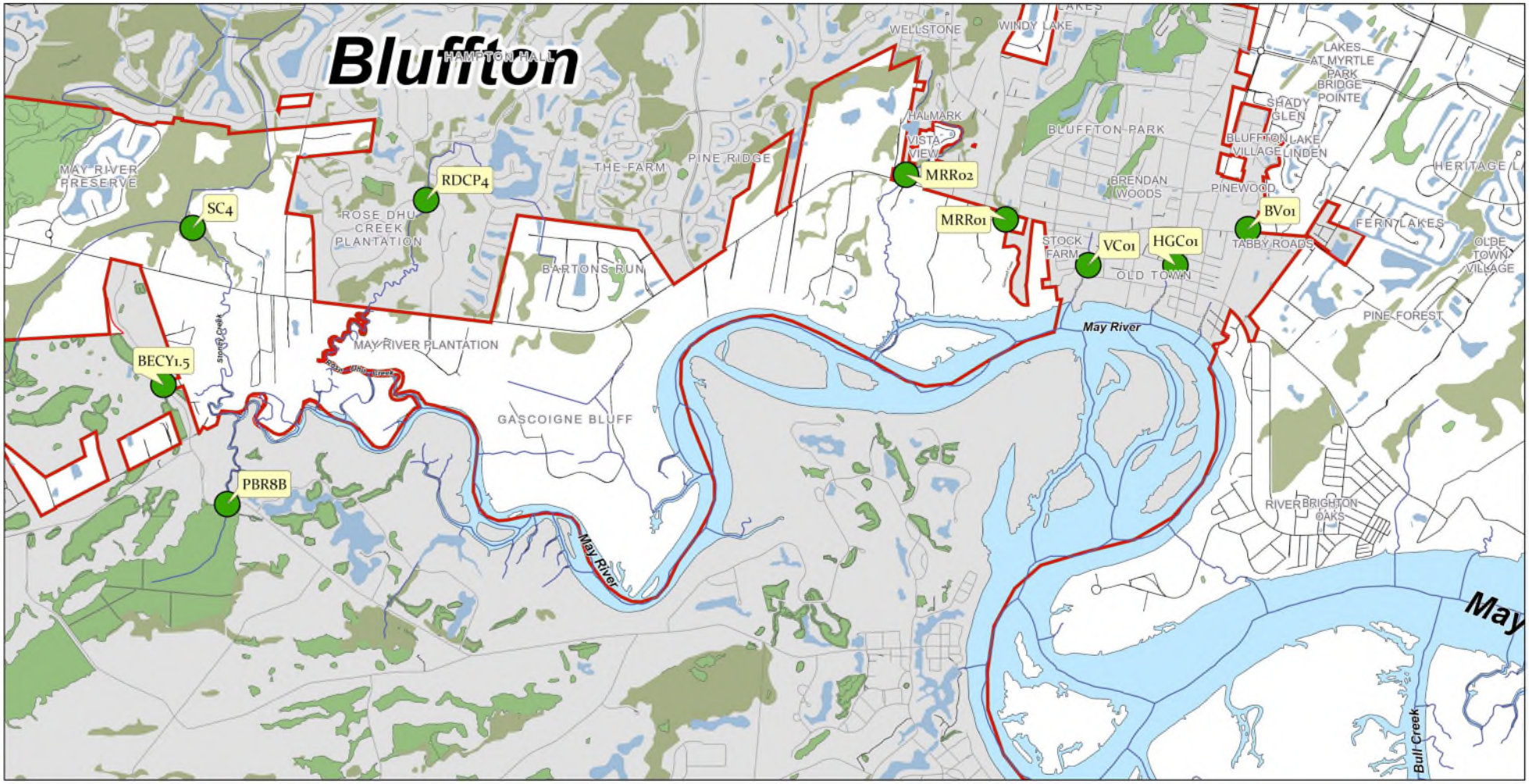
	USCB Water Quality Samples	Microbial Source Tracking Samples	MS4 Quarterly Samples Collected
FY 2024 YTD Totals	528	62	209
FY 2023 Totals	584	108	108
FY 2022 Totals	447	78	119

Totals include only samples submitted for laboratory analysis, and not *in situ* [illegible]s.

MS4 Minimum Control Measure #3 – IDDE: Microbial Source Tracking (MST) Trend Map



MS4 Minimum Control Measure #3 – IDDE: Microbial Source Tracking (MST) Map – Human Sources



MST Sampling Location Without Human Genetic Marker Detection

MST Sampling Location With Human Genetic Marker Detection

Flowline

Street

Town Jurisdiction

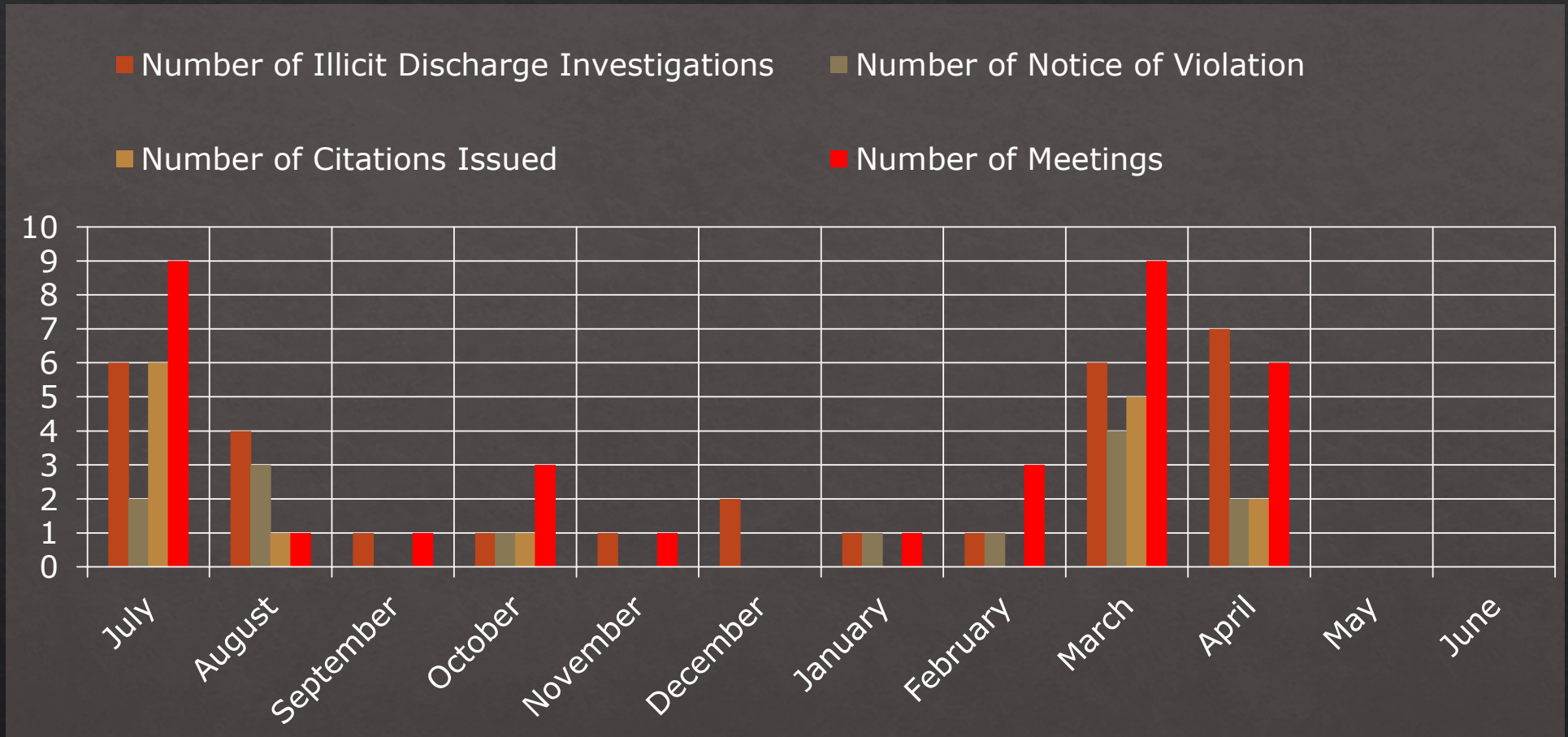
County Jurisdiction

MICROBIAL SOURCE TRACKING LOCATIONS

Sampling Results April 8, 2024 MS4 Sampling

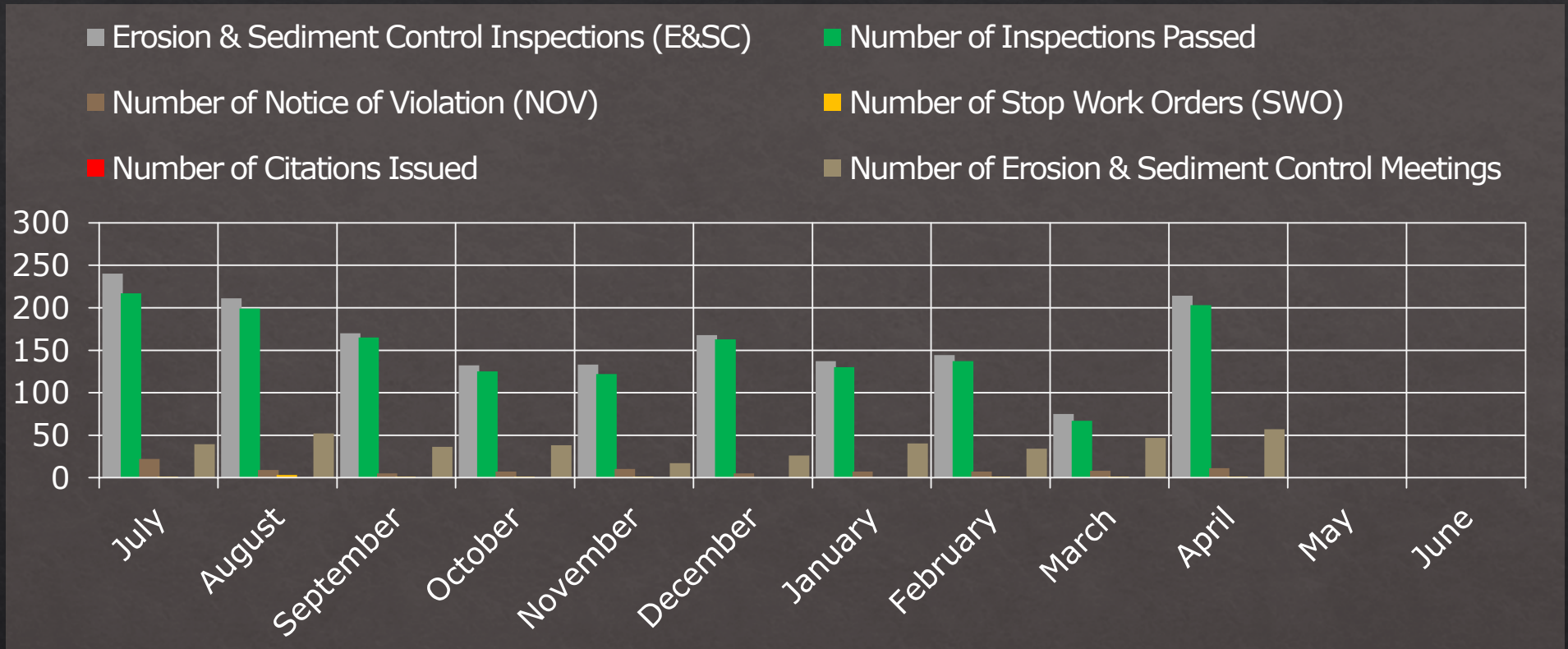
Town of Bluffton
Beaufort County, SC

MS4 Minimum Control Measure #3 – IDDE: Illicit Discharge Investigations



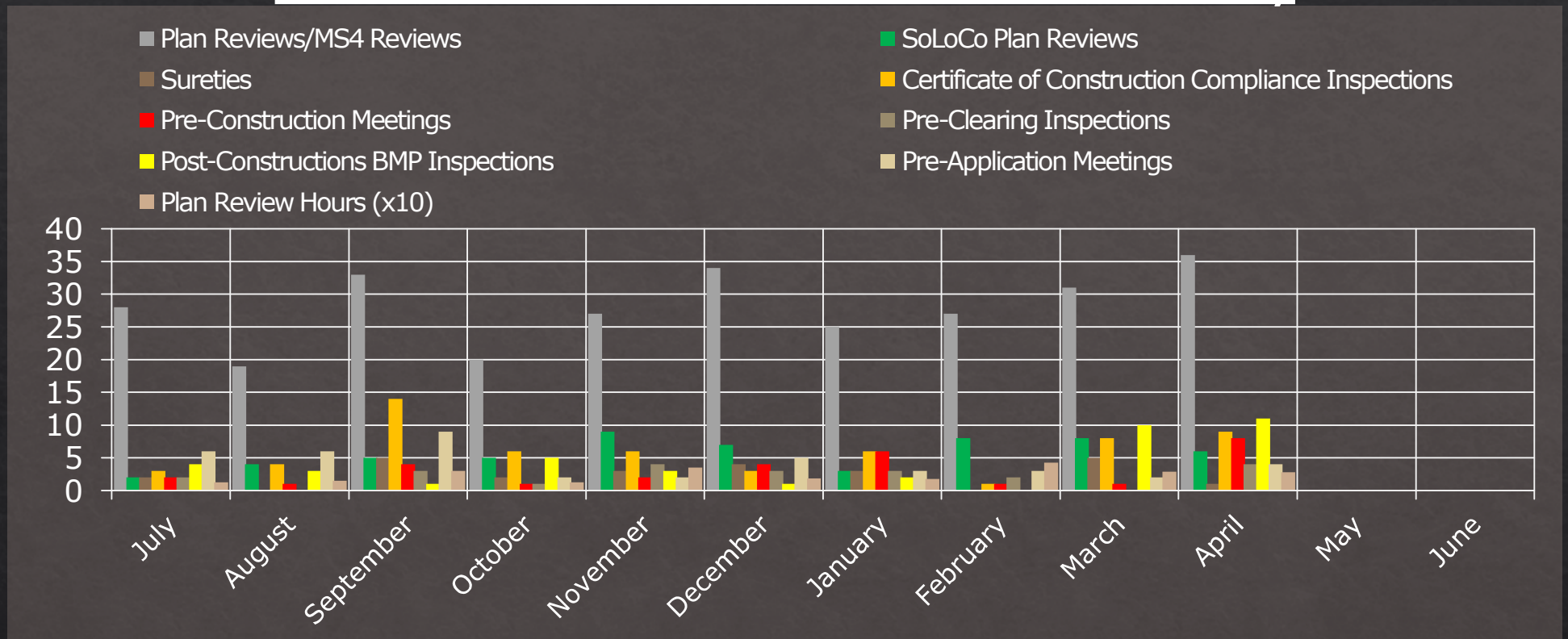
	Number of Illicit Discharge Investigations	Number of Notices of Violation Issued	Number of Citations Issued	Number of Meetings
FY 2024 YTD Totals	30	14	15	34
FY 2023 Totals	27	8	1	20
FY 2022 Totals	30	5	3	17

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 2024 YTD Totals	1,624	1,528	91	10	0	386
FY 2023 Totals	2,321	2,030	266	26	0	577
FY 2022 Totals	3,127	2,701	392	49	0	673

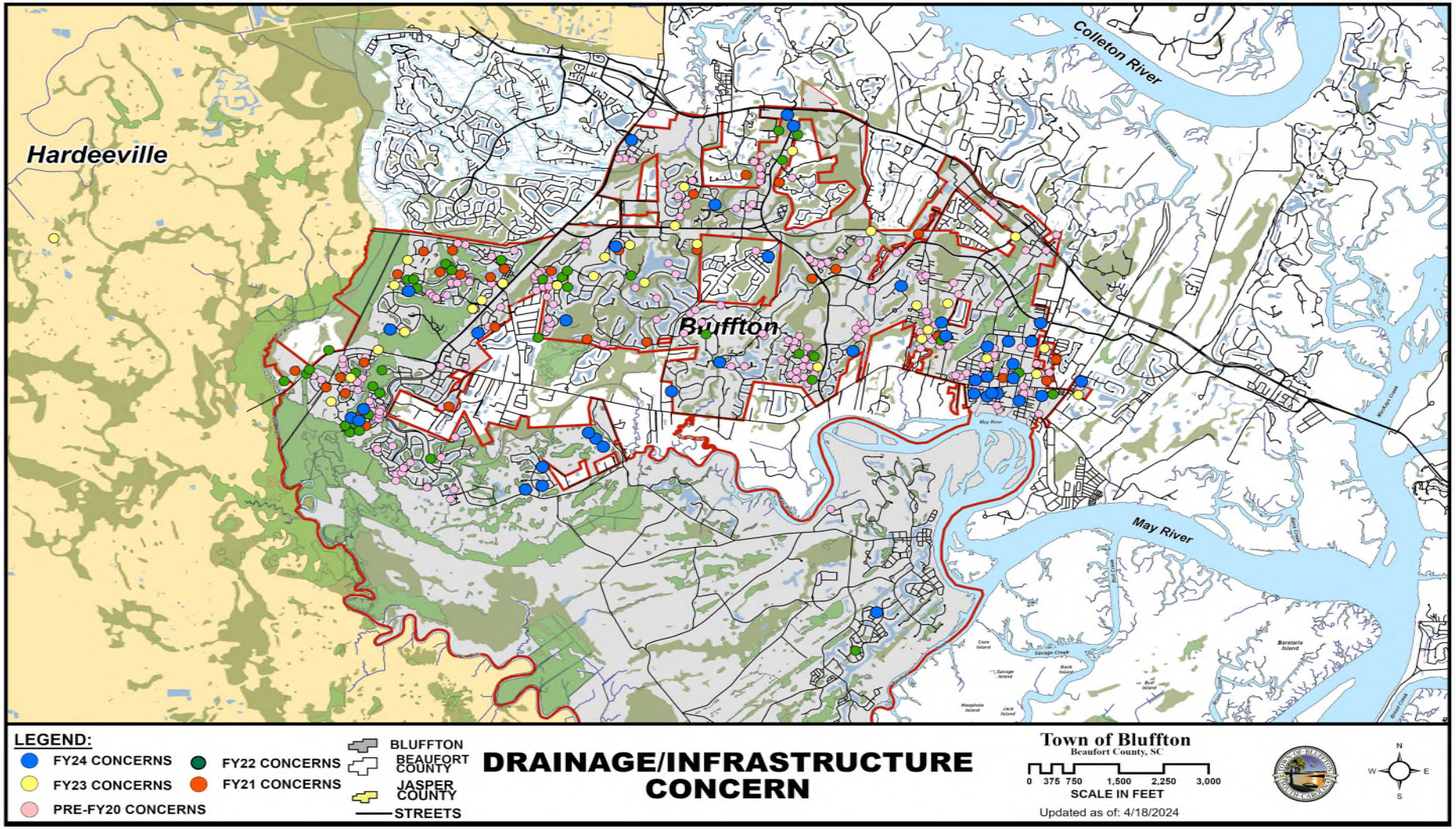
MS4 Minimum Control Measure #5
Stormwater Plan Review & Related Activity



	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 2024 YTD	280	57	25	60	30	22	40	42	240 Hrs.
FY 2023 Totals	297	67	42	40	15	13	45	50	386 Hrs.
FY 2022 Totals	231	13	42	26	30	23	44	26	454 Hrs.

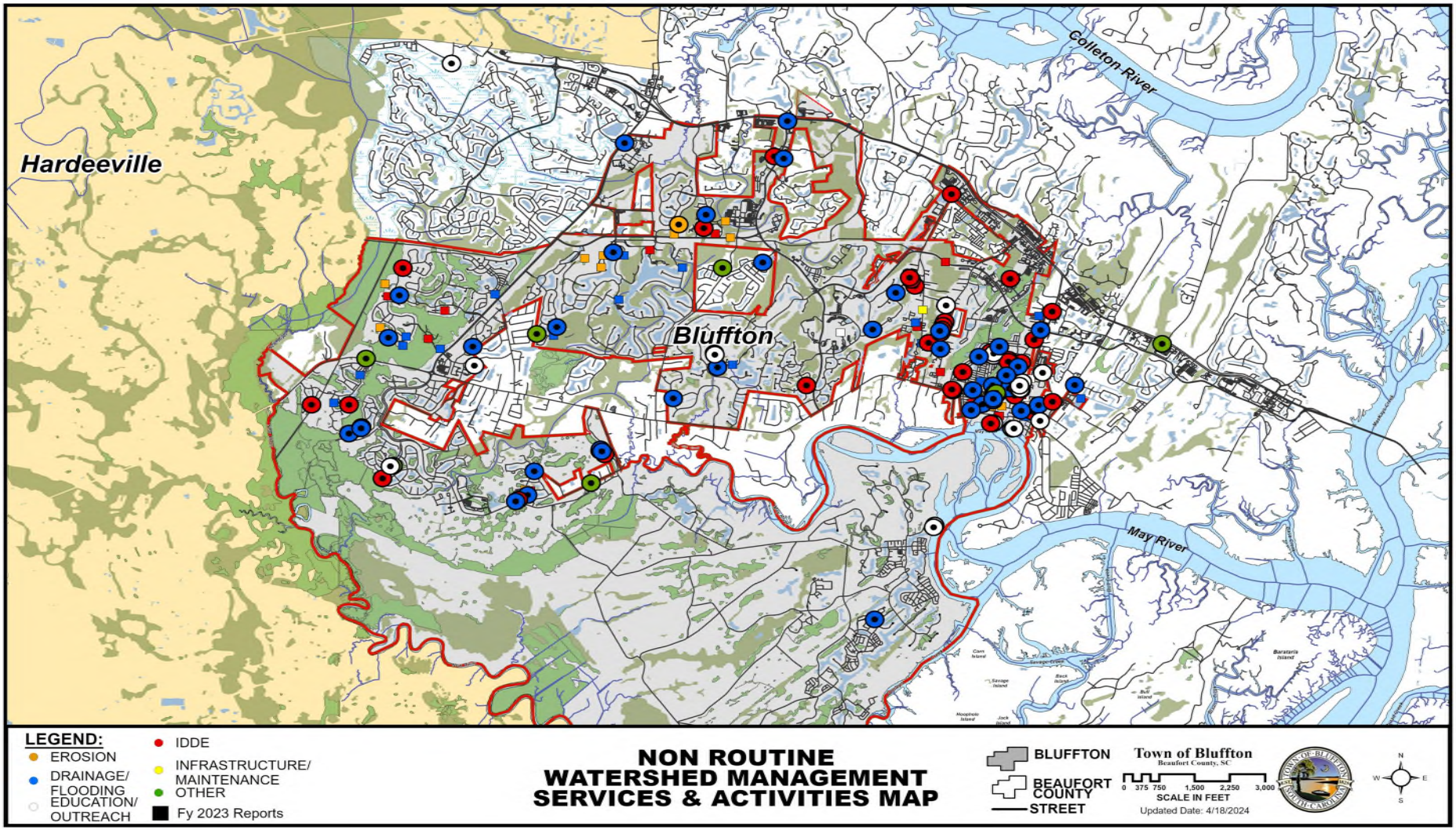
4/2

Citizen Drainage, Maintenance and Inspections Concerns Map



	Number of Drainage Concerns Investigated	Number of Meetings
FY 2024 YTD Totals	37	13
FY 2023 Totals	61	52
FY 2022 Totals	38	34

Citizen Request for Watershed Mngt. Services & Activities Map



	Number of Citizen Requests Investigated	Number of Meetings
FY 2024 YTD Totals	108	37
FY 2023 Totals	46	23
FY 2022 Totals	33	21

FY24 CIP Master Project Schedule

		Jul-23	Aug-23	Sept-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Estimated Project Completion
Calhoun Street Streetscape	Pat													Aug-26
BIS Phase 5 Sewer	Mark													TBD
Pathway Pedestrian Safety	Constance													Jun-25
BIS Neighborhood Sidewalks & Lighting	Constance													Jun-24
Shults Road Drainage Improvements	Dan													TBD
Oyster Factory Park - Parking & Landscape	Charles													Dec-23
Oyster Factory Park - Event Area	Charles													May-24
Oscar Frazier Park - Rotary Center Improvements	Pat													Apr-24
Oscar Frazier Park - Splash Pad	Pat													Jun-24
Squire Pope Carriage House	Brian													Dec-24
Wharf Street Lighting	Charles													Sep-24
HD Sewer Ph 4	Charles													TBD
HD Sewer Ph 5	Charles													TBD
HD Sewer Ph 6	Charles													TBD
LEC Expansion	Charles													Sep-23
Bridge Street Streetscape - Ph1	Constance													May-25
Bridge Street Streetscape - Ph 2	Constance													Jun-25

Planning & Conceptual Design | Final Design & Construction Documents | Permitting | Easement & Land Acquisition | Bidding & Contracts | Construction

SUBJECT TO CHANGE

FY24 CIP Master Project Schedule

		Jul-23	Aug-23	Sept-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Estimated Project Completion
New Riverside Barn Park - Ph 1	Brian													Dec-23
New Riverside Barn Park - Restroom, Barn, Playground	Brian													Dec-25
Park Improvements - DuBois Playground Expansion	Pat													Feb-24
Park Improvements - Evicore Park	Constance													Jun-25
New River Linear Trail - Amenities	Constance													May-25
New River Linear Trail - Trail	Constance													Jun-26
Ghost Roads	Mark													TBD
Boundary Street Streetscape	Charles													TBD
Comprehensive Drainage	Dan													Oct-26
Sarah Riley Hooks Cottage	Pat													Jun-25
Stoney Crest Campground/ Old Palmetto Bluff Road	Kim													Jan-25
MRWAP Projects	Dan													Aug-24
Pritchard Street Drainage	Dan													Oct-25
Townwide Wayfinding Signage	Constance													TBD
New Riverside Village Park	Constance													Jun-25

Planning & Conceptual Design
Final Design & Construction Documents
Permitting
Easement & Land Acquisition
Bidding & Contracts
Construction

SUBJECT TO CHANGE

TOWN COUNCIL

STAFF REPORT
Public Services Department

MEETING DATE:	May 14, 2024
SUBJECT:	Public Services Department Monthly Report
DIRECTOR:	Derrick Coaxum, 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, and the newly acquired Evercore Park.

4. PREPPING FOR SPECIAL AND CIVIC EVENTS

5. BEAUTIFICATION PROGRAM

- Butterfly Garden Presentation
- Landscaping Seasonal Pot Planting

6. ATTACHMENTS

- **Public Services Monthly Cost Report** – Attachment 1
- **Beautification Committee Agenda**- Attachment 2

Public Services Monthly Cost Reports - April 2024

(Cost Includes Labor and Equipment)

ASSETS AND EVENTS	COST
FACILITIES	$8,781.69
PARKS	$13,886.08
ROADS AND TRAILS	$13,908.13
SPECIAL EVENTS	$900.00

Beautification Committee Meeting

Thursday, April 18, 2024 at 9:00 AM

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

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF THE AGENDA

IV. ADOPTION OF MINUTES

1.February 15, 2024

V. PUBLIC COMMENT

VI. OLD BUSINESS

1. Arbor Day planting
2. Landscaping Seasonal Pot planting

VII. NEW BUSINESS

1. Hugh Williamson- butterfly garden
2. Next year's Beautification Committee Projects

VIII. DISCUSSION

1. Update of Town Park Projects

NEXT MEETING DATE: May 16, 2024

IX. ADJOURNMENT

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DON RYAN
CENTER FOR INNOVATION

Director's Report – DRCI
April 2024

Entrepreneur Program Update

- STARTUP companies
    1. Hardee Greens
    2. ChangePoint
    3. Petitek
    4. ESA
    5. Pro Series Golf Irons
    6. OPFOB

- GROWTH
    1. Beachside Tire
    2. Bluffton Electric
    3. LaSource
    4. Delta Roofing
    5. Custom Audio Video
    6. Universal Bookkeeping
    7. Noble Hearts Human Resources

Key efforts in April

- Universal Bookkeeping is back at the DRCI as a GROWTH company
- Noble Hearts Human Resources started as a GROWTH company
- Diligence Meeting with potential STARTUP Program

Economic Development Update

Overview

Following the enactment of the Economic Development Ordinance, the DRCI is increasingly engaged in more traditional economic development activities. Our current primary focus encompasses two critical elements:

1. The implementation of a comprehensive marketing strategy aimed at enhancing awareness of the EDO program. A meticulously crafted marketing plan has been developed, encompassing a range of activities designed to generate leads and facilitate communication. This plan includes targeted messaging, digital media initiatives, social media engagement, and other strategies to effectively disseminate information and streamline the application process for potential participants. The month of March has seen the evolution of plan and assets with the help of various AI software.

2. The ongoing development of the Buckwalter Place Project, situated in proximity to the LEC, is another key undertaking. DRCI is slated to occupy a portion of Building A, and various aspects of this project are now entering a phase requiring detailed review and oversight.

In addition to these projects, we maintain regular interactions with Assistant Town Manager Chris Forster and the BCEDC. These meetings are instrumental in ensuring that all parties are consistently informed about emerging opportunities and collaborative endeavors that may benefit any or all of the involved organizations. Our goal is to foster a synergistic approach to economic development, leveraging the strengths and resources of each entity to maximize impact and efficiency.

Key efforts in April

- Selected messaging elements for each of the target industries
- Final work on separate website at www.bluffton.biz. Site will go live in early May. Will be accessible directly and from Don Ryan and Town of Bluffton websites.
- Attended BCEDC Board Meeting

Operations and Marketing

- Presented quarterly Town Council Update
- Presented DRCI to Councilwoman Burden
- April Board meeting
- Staff members attended Heritage on Friday and Saturday
- Held AI in Business lunch and learn classes for the greater Bluffton community

- Partnered with TCL to do an AI series starting in May
- Going to present AI series to NIOA/Government Committee Workshop. Debbie Szpanka is a member.
- OPFOB held their 3rd Annual Concert for the Heroes – about 3000 in attendance
- Several conference room rentals
- Working on developing a new program called THRIVE
- Working on developing a new program called EVOLVE
- Working on developing a new program called TRADEUP
- Hosted Professional Women's Network at The HUB
- Attended Arbor Day celebration
- Attended TCL groundbreaking celebration

Mentor Program

- 70 Mentors

Partnerships

Hardeeville

- Planned AI Educational Series to start in June
- Working with City of Hardeeville on social media sites DRCI/HDV
- Annual paid partnership renewed

BlacQuity

- Next cohort started

Beaufort County Economic Development Corporation

- Working with them on multiple projects

Greater Bluffton Chamber

- Exhibitor at the Greater Bluffton Chamber Business Expo
- GBCC Membership 101 The Hub
- Attended multiple ribbon cuttings

Hilton Head – Bluffton Chamber

- Attended multiple ribbon cuttings and ground breakings

GROWTH MANAGEMENT UPDATE

May 14, 2024

1. **Town Council Appointed Boards/Commissions/Committees/Citizen Group Meetings:**

   a. **Planning Commission:** April 24, 2024, meeting agenda attached. Next meeting scheduled for Wednesday, May 22, 2024.

   b. **Historic Preservation Commission:** April 3, 2024, meeting agenda attached. Next meeting scheduled for Wednesday, May 1, 2024.

   c. **Board of Zoning Appeals:** April 2, 2024, cancellation notice attached. Next meeting scheduled for Tuesday, May 7, 2024.

   d. **Development Review Committee:** April 3, 17 & 24, 2024 meeting agendas attached. April 10, 2024 cancellation notice attached. Next meeting scheduled for Wednesday, May 1, 2024.

   e. **Historic Preservation Review Committee:** April 1 & 29, 2024 cancellation notices attached. April 8, 15 & 22, 2024 meeting agendas attached. Next meeting scheduled for Monday, May 6, 2024.

   f. **Construction Board of Adjustment and Appeals:** April 23, 2024, cancellation notice attached. Next meeting scheduled for Tuesday, May 28, 2024.

   g. **Affordable Housing Committee:** April 11, 2024, meeting agenda attached. Next meeting scheduled for Thursday, May 2, 2024.

2. **Community Development / Affordable Housing Committee Work Program:**

   Neighborhood Assistance Program.

   The budget for Fiscal Year 2024 Neighborhood Assistance Budget was adopted at $290,000. As of February 14, the updated budget is $304,000.

   To date, 17 homes have been serviced for home repairs such as roofing and interior repairs totaling $259,402. Twenty – three homes have been serviced for septic pump outs, totaling $8,357, and two homes for tree service totaling $6,180.

   As of April 25, 2024, 42 homes have been serviced through the Neighborhood Assistance Program. Collectively, the program has a current balance of $15,661.

ATTACHMENTS:

1. Planning Commission meeting agenda for April 24, 2024.
2. Historic Preservation Commission meeting agenda for April 3, 2024.
3. Board of Zoning Appeals cancellation notice for April 2, 2024.
4. Development Review Committee meeting agendas for April 3, 17 & 24, 2024 and cancellation notice for April 10, 2024.
5. Historic Preservation Review Committee cancellation notices for April 1 & 29, 2024 and meeting agendas for April 8, 15 & 22, 2024.
6. Construction Board of Adjustments and Appeals cancellation notice for April 23, 2024.
7. Affordable Housing Committee meeting agenda for April 11, 2024.
8. Building Permits and Planning Applications:

    a. Building Permits Issued FY 2017-2024 (to April 24, 2024).
    b. Building Permits Issued Per Month FY 2017-2024 (to April 24, 2024).
    c. Value of Construction FY 2017-2024 (to April 24, 2024).
    d. New Single Family Residential Building Permits Issued Per Month FY 2017-2024 (to April 24, 2024).
    e. New Single Family Residential Building Permits Issued by Neighborhood FY 2017-2024 (to April 24, 2024).
    f. New Single-Family Certificates of Occupancy Issued by Neighborhood FY 2017-2024 (to April 24, 2024).
    g. New Commercial Construction/Additions Heated Square Footage FY 2017-2024 (to April 24, 2024).
    h. Planning and Community Development Applications Approved FY 2017-2024 (to April 24, 2024).
    i. Multi Family Apartments Value FY 2017-2024 (to April 24, 2024).
    j. Multi Family Apartments Square Footage FY 2017-2024 (to April 24, 2024).
    k. Multi Family Apartments Total Units FY 2017-2024 (to April 24, 2024).

9. Planning Active Application Report

Planning Commission Meeting

Wednesday, April 24, 2024 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 Hargray 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 THE AGENDA

V. ADOPTION OF MINUTES

1. March 27, 2024 Minutes

VI. PUBLIC COMMENT

VII. OLD BUSINESS

VIII. NEW BUSINESS

1. Consideration of an Updated Buck Island-Simmonsville Neighborhood Plan (Staff - Charlotte Moore)

IX. DISCUSSION

1. Workshop Regarding Housing Analysis Required to Obtain Accommodations Tax (ATAX) Funds to Develop Workforce Housing (Staff - Charlotte Moore)

X. ADJOURNMENT

NEXT MEETING DATE: Wednesday, May 22, 2024

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Public comment is limited to 3 minutes per speaker.

Historic Preservation Commission Meeting

Wednesday, April 03, 2024 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 Hargray 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 THE AGENDA

V. ADOPTION OF MINUTES

1. February 7, 2024 Minutes

VI. PUBLIC COMMENT

VII. OLD BUSINESS

VIII. NEW BUSINESS

1. **Public Project:** A Public Project to include improvements to the drainage and streetscape along Pritchard Street between Bruin Road and Bridge Street, to include Stormwater Best Management Practices (BMPs), sidewalk installation, streetlight installation, and parking lot improvements to the existing parking lot adjacent to the Beaufort County Public Pool building. (DP-03-22-019022)(Staff - Katie Peterson)

IX. DISCUSSION

1. Historic District Monthly Update. (Staff)

X. ADJOURNMENT

NEXT MEETING DATE: Wednesday, May 1, 2024

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PUBLIC NOTICE

The Board of Zoning Appeals (BZA)
Meeting scheduled for

Tuesday, April 2, 2024, at 6:00 p.m.

Has been CANCELED
due to a lack of agenda items.

The next meeting is scheduled for Tuesday, May 7, 2024.

If you have questions, please contact
Growth Management at: 843-706-4500

Development Review Committee Meeting

Wednesday, April 03, 2024 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. **1260 May River Road - Greenhouse at May River (Development Plan Amendment)**: A request by Jennifer Perri/May Float LLC for approval of a development plan amendment. The project proposes a change of use from office to restaurant for the second story of the previously approved structure. The project is located at 1260 May River Road in the Neighborhood General - HD zoning district identified by tax map number R610 039 00A 0257 0000. (DPA-03-15-009130) (Staff - Dan Frazier)
2. **Pritchard Street Streetscape (Public Project)**: A request by Dan Rybak on behalf of the Town of Bluffton for approval of a Public Project application. The project consists of improving stormwater management, constructing sidewalks, curbing, and repaving of Pritchard Street. (DP-03-24-019022) (Staff - Dan Frazier)
3. **700 Buckwalter Towne Blvd (Preliminary Development Plan)**: A request by Cranston, LLC on behalf of TKC CCCLV, LLC for approval of a preliminary development plan application. The project consists of a three-story, 54,000 square foot medical building with associated parking and infrastructure. The property is identified by tax map number R610 030 000 1854 0000 and consists of 4.76 acres located at 700 Buckwalter Towne Boulevard in the Buckwalter PUD. (DP-03-24-019021) (Staff - Dan Frazier)
4. **Big House Lagoon/Stockpile (Development Plan Amendment)**: A request by Drew Lonker of Thomas & Hutton on behalf of Palmetto Bluff Uplands, LLC for approval of a development plan amendment. The project consists of earthwork excavation, grading, stockpiling, and site stabilization. The property is identified by tax map numbers R614 057 000 0001 0000 and

R614 051 000 0002 0000 and is located off of Whitehouse Plantation Road within the Palmetto Bluff PUD. (DPA-02-24-019019) (Staff - Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, April 10, 2024

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Public comment is limited to 3 minutes per speaker.

PUBLIC NOTICE

THE DEVELOPMENT REVIEW COMMITTEE (DRC)
Meeting scheduled for

Wednesday, April 10, 2024 at 1:00 P.M.

has been CANCELED
due to a lack of agenda items.

The next meeting is scheduled for
Wednesday, April 17, 2024.

If you have questions, please contact
Growth Management at: 843-706-4500

Development Review Committee Meeting

Wednesday, April 17, 2024 at 1:00 PM

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

AGENDA

All Applications can be viewed on the Town of Bluffton's Permit Finder page
https://www.townofbluffton.us/permit/

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **Palmetto Bluff Block M-4 (Subdivision)**: A request by Thomas & Hutton on behalf of May River Forest, LLC for approval of a subdivision application. The project consists of creating 81 single-family lots and associated infrastructure within Palmetto Bluff Block M4. The property is identified by tax map number R614 057 000 0002 0000 and consists of 79.4 acres. The property is zoned Palmetto Bluff PUD. (SUB-03-24-019035) (Staff - Jordan Holloway)
2. **Palmetto Bluff Block M-6 (Development Plan):** A request by Thomas & Hutton, on behalf of May River Forest, LLC, for approval of a preliminary development plan application. The project consists of creating 26 single-family lots with associated infrastructure. The property is identified by tax map numbers R614-045-000-0024-0000, R614-046-000-0062-0000, R614-052-000-0059-0000, R614-057-000-0001 -0000, R614-057-000-0002-0000 and consists of 48.9 acres located along Old Moreland Road. The property is zoned Palmetto Bluff PUD. (DP-03-24-019033) (Staff – Dan Frazier)
3. **Four Seasons Phase 6 (Subdivision)**: A request by Thomas & Hutton on behalf of K. Hovnanian Homes for approval of a subdivision application. The project consists of creating 67 single-family lots along with associated right-of-way and common areas within Four Seasons at Carolina Oaks. The property is identified by tax map number R614 028 000 0002 0000 and consists of 34.5 acres. The property is zoned Jones Estate PUD. (SUB-03-24-019040) (Staff - Jordan Holloway)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, April 24, 2024

"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.

Development Review Committee Meeting

Wednesday, April 24, 2024 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. **Parkways Multifamily at Hampton Lake (Development Plan Application):** A request by Jake Reed on behalf of the property owner, HL Development, LLC for approval of a final development plan. The project consists of the construction of four multifamily buildings, parking, and associated infrastructure. The property is zoned Buckwalter PUD and consists of approximately 20.06 acres, identified by tax map number R614-029-000-0946-0000 located within the Hampton Lake Master Plan. (DP-10-23-018610) (Staff – Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, May 1, 2024

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

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Public comment is limited to 3 minutes per speaker.

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Monday, April 1, 2024 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Monday, April 8, 2024.

If you have questions, please contact
Growth Management at: 843-706-4500

Historic Preservation Review Committee Meeting

Monday, April 08, 2024 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. **43 Thomas Heyward Street:** A request by Raymond Beach, on behalf of the owner, Megan C. Beach, for the review of a Certificate of Appropriateness-HD to allow the construction of a new 1-story Carriage House structure of approximately 756 SF, located at 43 Thomas Heyward Street, in the Old Town Bluffton Historic District, within the Neighborhood General - HD zoning district. (COFA-02-24-019013)(Staff - Katie Peterson)
2. **28 Stock Farm Road:** A request by RFD Construction, on behalf of the owner, Hunter H Hansen and Sue A Hansen, for the review of a Certificate of Appropriateness-HD to allow the construction of a new 1.5-story Single Family Residential Structure of approximately 2,619 SF Carriage House structure of approximately 1,123 SF, located at 28 Stock Farm Road, Lot 33 in the Stock Farm Development, in the Old Town Bluffton Historic District, within the Neighborhood General - HD zoning district. (COFA-03-24-019041)(Staff - Katie Peterson)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, April 15, 2024

"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.

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Public comment is limited to 3 minutes per speaker.

Historic Preservation Review Committee Meeting

Monday, April 15, 2024 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. **34 Tabby Shell Road:** A request by Clear Cut Construction, on behalf of the owner, William Glover, for the review of a Certificate of Appropriateness-HD to allow the construction of a new 2-story Single Family Residential Structure of approximately 2,325 SF and Carriage House structure of approximately 1,174 SF, located at 34 Tabby Shell Road, Lot 18 in the Tabby Roads Development, in the Old Town Bluffton Historic District, within the Neighborhood General - HD zoning district. (COFA-03-24-019047)(Staff - Katie Peterson)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, April 22, 2024

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

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

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

Historic Preservation Review Committee Meeting

Monday, April 22, 2024 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. **42 Wharf Street:** A request by John Montgomery for the review of a Certificate of Appropriateness - HD to allow the construction of a new 2-story single-family structure of approximately 2,120 SF and 2-story Carriage House structure of approximately 1,120 SF to be located at 42 Wharf Street, in the Old Town Bluffton Historic District, within the Neighborhood General - HD zoning district. (COFA-04-24-019070)(Staff - Katie Peterson)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, April 29, 2024

"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, April 29, 2024 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Monday, May 6, 2024.

If you have questions, please contact
Growth Management at: 843-706-4500

PUBLIC NOTICE

The Construction Board of Adjustments and Appeals (CBAA)
Meeting scheduled for

Tuesday, April 23, 2024, at 6:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Tuesday, May 28, 2024.

If you have questions, please contact
Growth Management at: 843-706-4500

Affordable Housing Committee Meeting

Thursday, April 11, 2024 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 Beaufort County Channel, on Hargray Channel 9 and 113 or on Spectrum Channel 1304.

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF THE AGENDA

IV. ADOPTION OF MINUTES

1. March 7, 2024

V. OLD BUSINESS

VI. NEW BUSINESS

1. FY2024 Neighborhood Assistance Program Budget Update
2. 2024 Fair Housing Month Proclamation

VII. DISCUSSION

1. Bruce Morgan, Sr. Vice President of Development, The Michaels Organization

VIII. PUBLIC COMMENT

IX. ADJOURNMENT

NEXT MEETING DATE: Thursday, May 2, 2024

"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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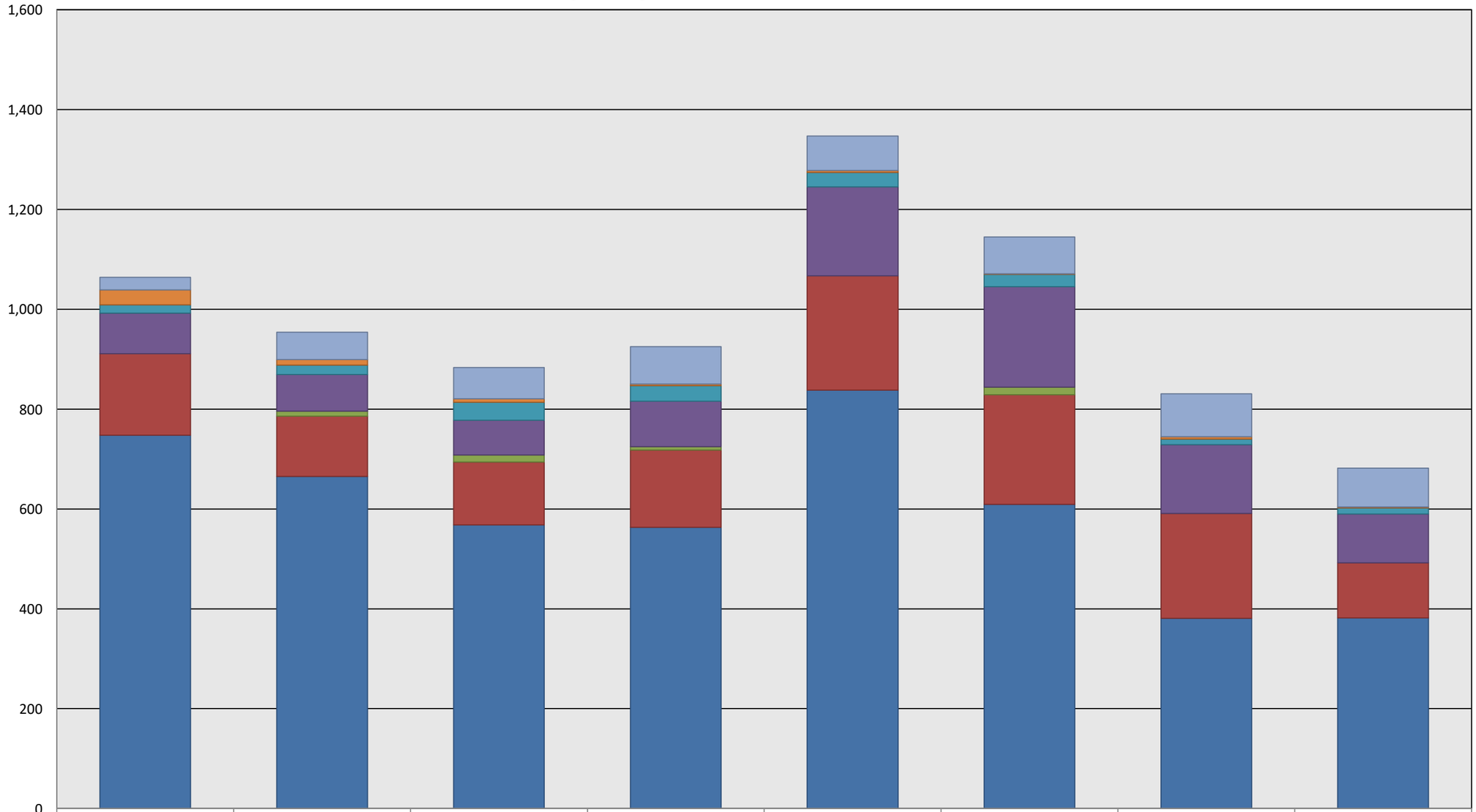
Public comment is limited to 3 minutes per speaker.

Town of Bluffton
Building Permits Issued
FY 2017 - 2024

Attachment 8a

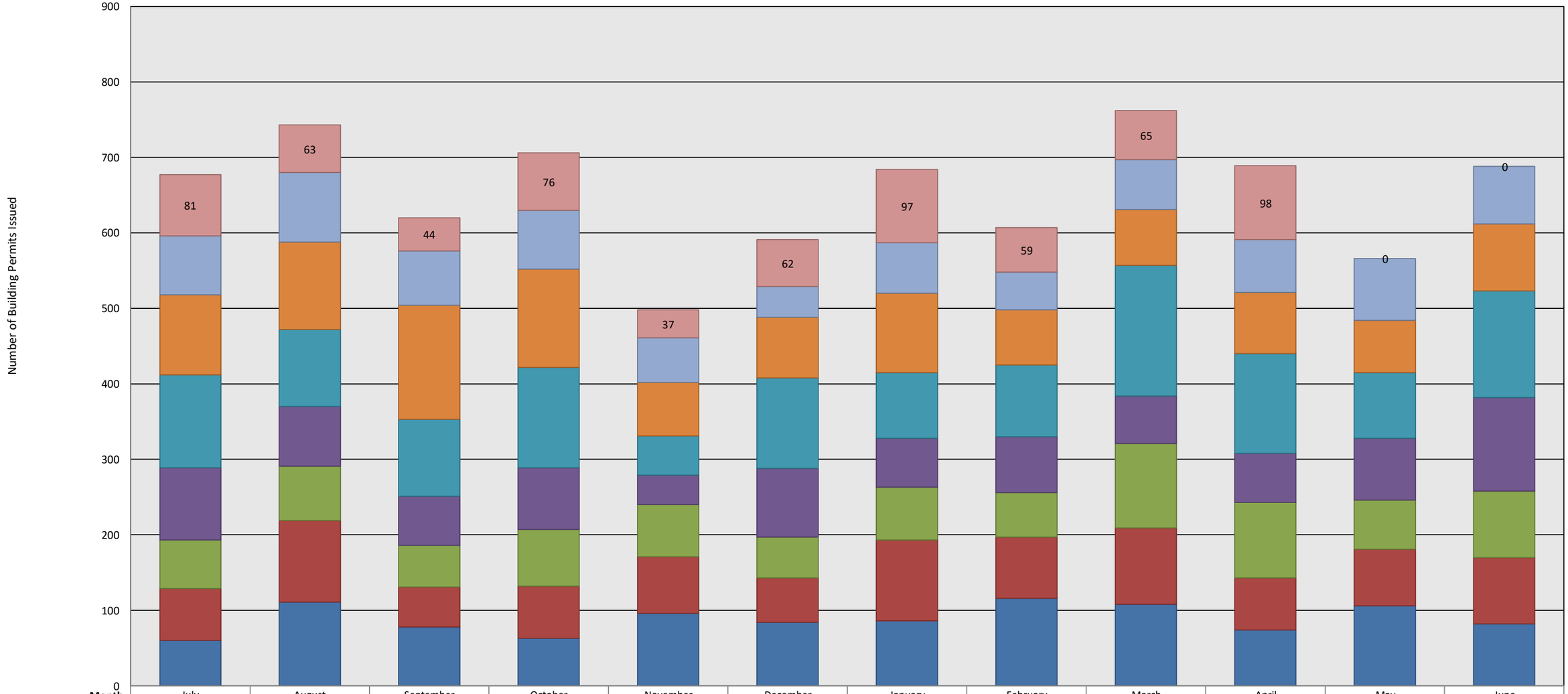


Year	FY 2017 (July 2016 - June 2017)	FY2018 (July 2017 - June 2018)	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)
Other Commercial	25	55	62	75	69	74	86	78
Commercial Addition	30	11	7	3	4	1	5	2
New Commercial Construction/ Tenant Upfit	17	19	36	31	29	25	11	12
Other Residential	81	73	70	91	178	201	138	98
New Multi Family - Apartments	0	10	14	7	0	15	0	0
Residential Addition	163	121	126	155	229	220	210	110
New Single Family	748	665	568	563	838	609	381	382

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.

Attachment 8b

Town of Bluffton
Building Permits Issued Per Month
FY 2017 - 2024

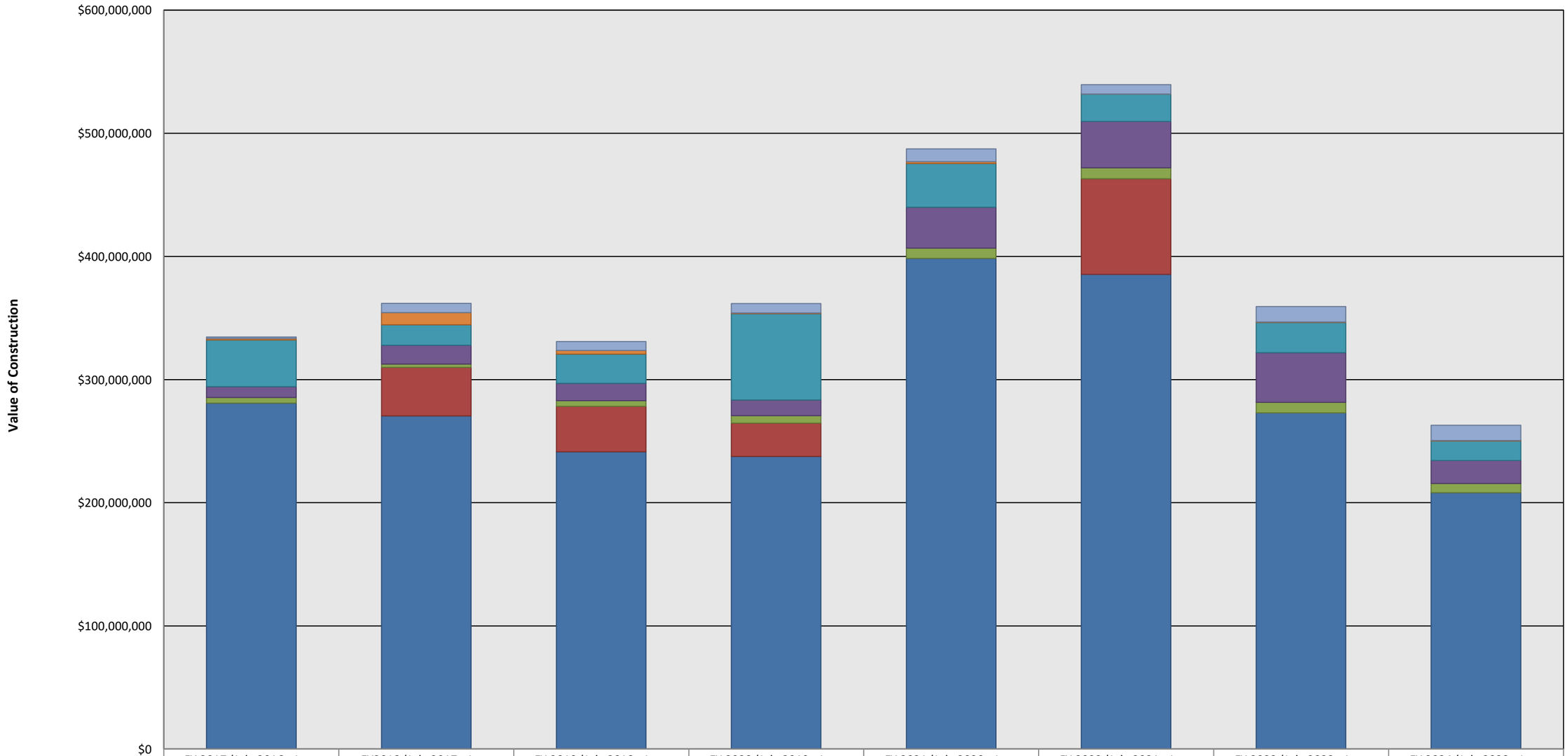


Month	July	August	September	October	November	December	January	February	March	April	May	June
FY 2024 (July 2023 - June 2024)	81	63	44	76	37	62	97	59	65	98	0	0
FY 2023 (July 2022 - June 2023)	78	92	72	78	59	41	67	50	66	70	82	76
FY 2022 (July 2021 - June 2022)	106	116	151	130	71	80	105	73	74	81	69	89
FY 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
FY2018 (July 2017 - June 2018)	69	108	53	69	75	59	107	81	101	69	75	88
FY 2017 (July 2016 - June 2017)	60	111	78	63	96	84	86	116	108	74	106	82

Notes: 1. Building Permits Issued excludes those Building Permits which were voided or withdrawn.

Town of Bluffton
Value of Construction
FY 2017 - 2024

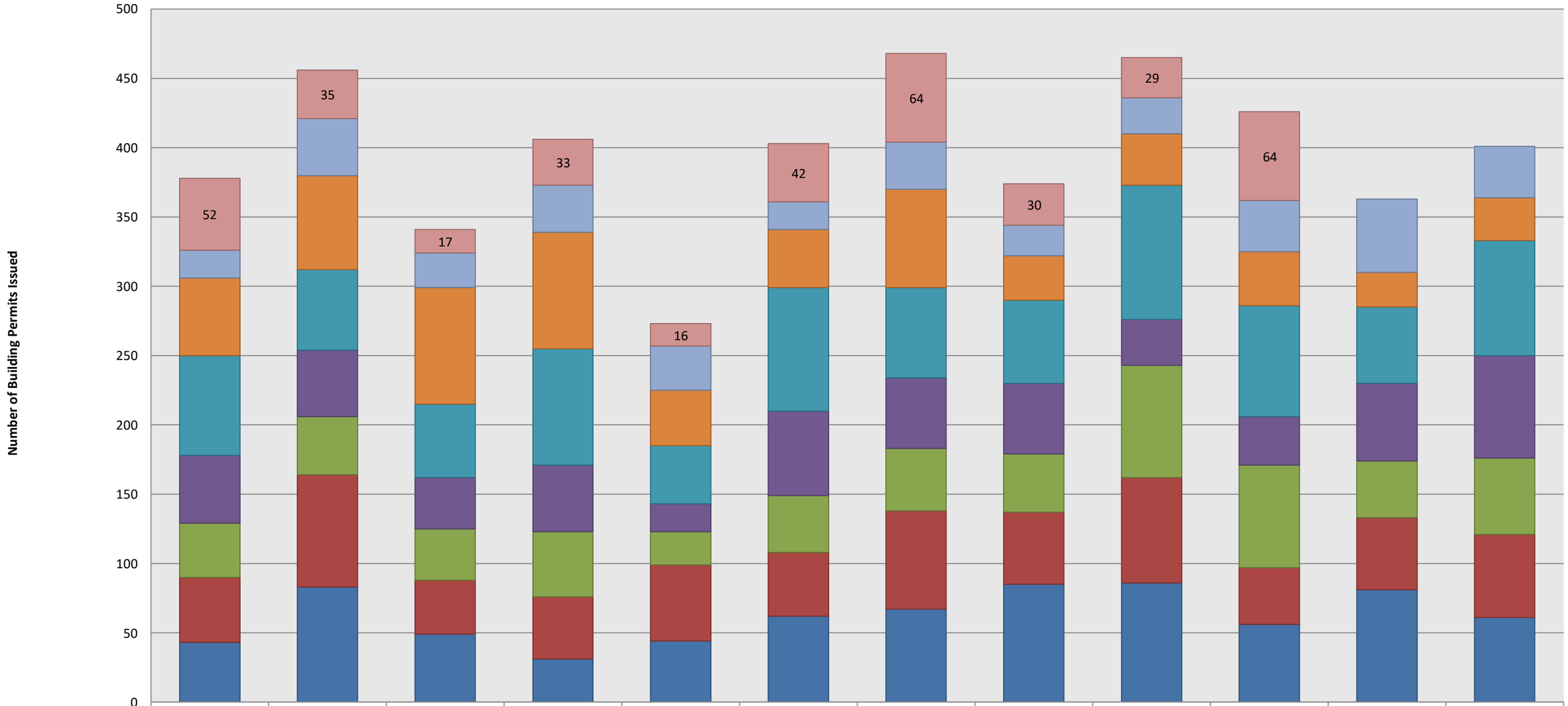
Attachment 8c



Year	FY 2017 (July 2016 - June 2017)	FY2018 (July 2017 - June 2018)	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)
Other Commercial	$1,195,079	$7,509,862	$7,263,366	$7,579,860	$10,412,995	$7,596,115	$12,475,855	$12,411,490
Commercial Additions	$1,269,808	$9,937,826	$3,041,168	$656,000	$1,492,691	$7,550	$526,290	$363,300
New Commercial/ Tenant Upfits	$37,842,579	$16,738,641	$23,614,625	$69,976,821	$35,480,001	$22,266,766	$24,611,903	$15,844,763
Other Residential	$8,723,332	$15,179,326	$13,979,443	$12,794,241	$33,207,203	$37,696,800	$40,039,634	$18,750,152
Residential Additions/ Renovations	$4,727,040	$2,537,580	$4,691,023	$6,005,043	$8,363,040	$8,762,565	$8,683,202	$7,507,400
New Multi Family - Apartments	$-	$39,452,102	$36,975,720	$27,045,609	$-	$77,664,502	$-	$-
New Single Family	$280,821,842	$270,548,460	$241,300,026	$237,647,960	$398,345,907	$385,446,946	$272,946,813	$208,051,069

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.

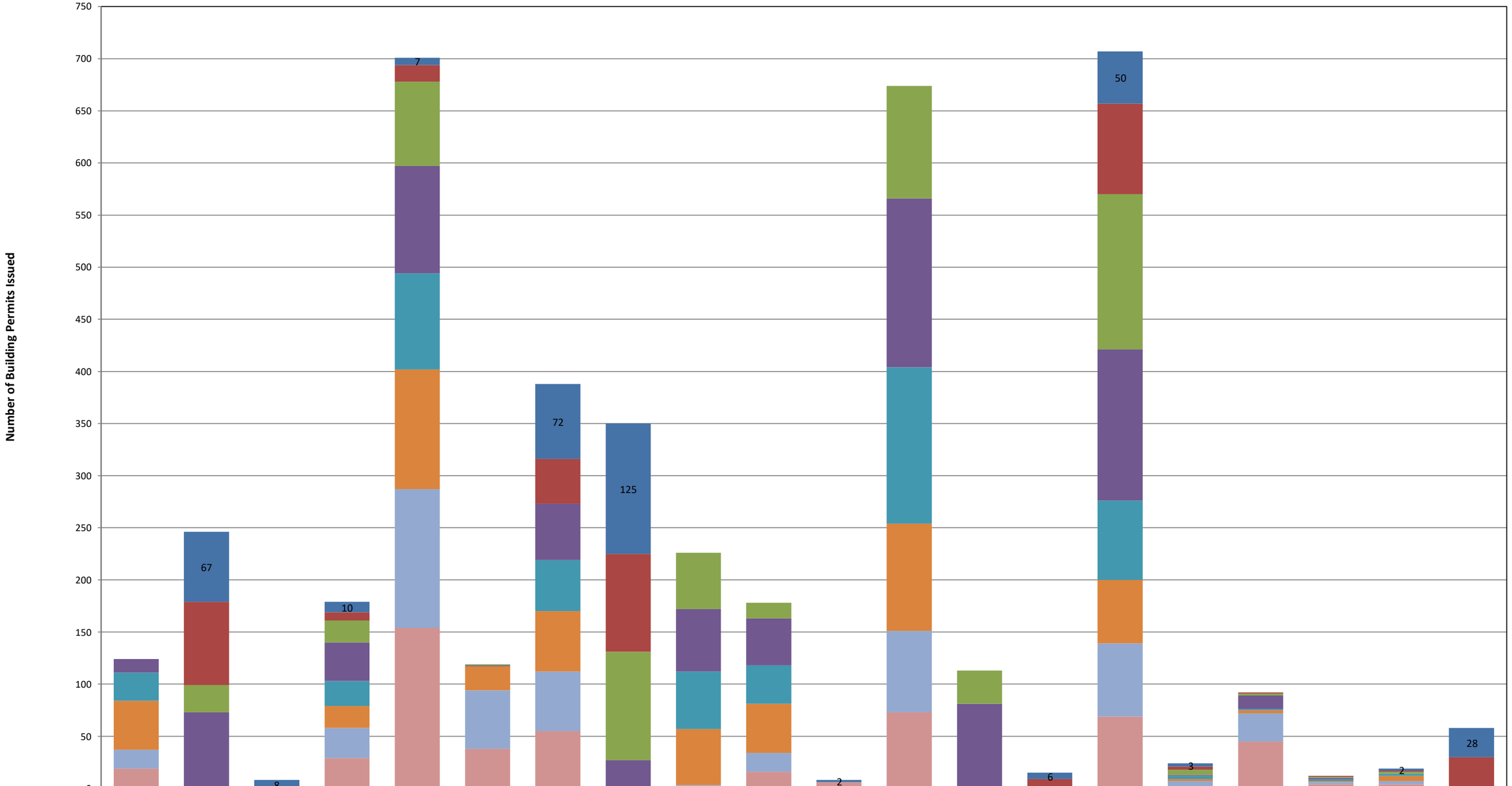
Town of Bluffton
New Single Family Residential Building Permits Issued Per Month
FY 2017 - 2024



	July	August	September	October	November	December	January	February	March	April	May	June
FY 2024 (July 2023 - June 2024)	52	35	17	33	16	42	64	30	29	64		
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
FY2018 (July 2017 - June 2018)	47	81	39	45	55	46	71	52	76	41	52	60
FY 2017 (July 2016 - June 2017)	43	83	49	31	44	62	67	85	86	56	81	61

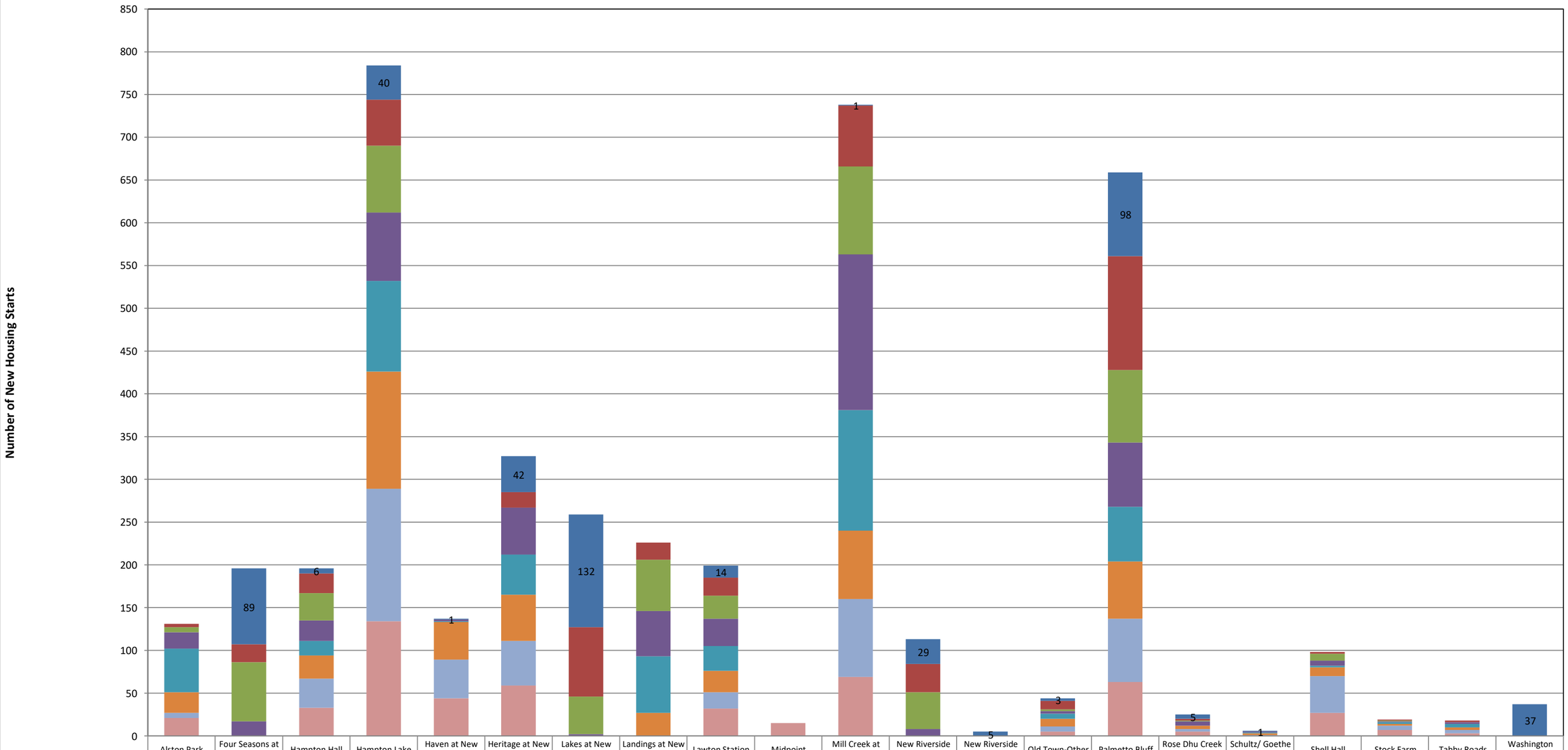
Note: Building Permits Issued excludes those Building Permits which were voided or withdrawn.

Town of Bluffton
New Single Family Residential Building Permits Issued by Neighborhood FY 2017 -2024



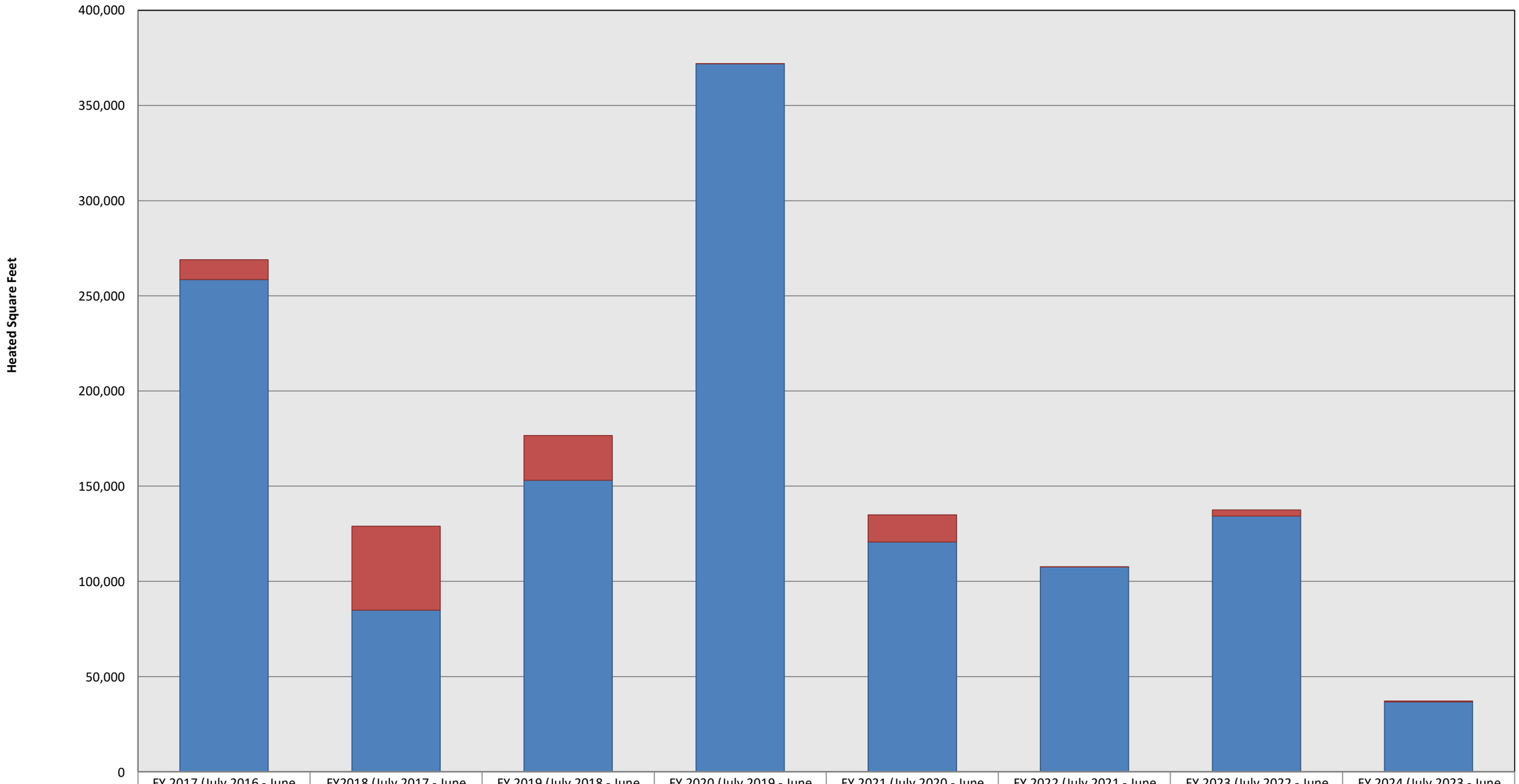
Neighborhood	Alston Park	Four Seasons at Carolina Oaks	Hamilton Grove	Hampton Hall	Hampton Lake	Haven at New Riverside	Heritage at New Riverside	Lakes at New Riverside	Landings at New Riverside	Lawton Station	Midpoint	Mill Creek at Cypress Ridge	New Riverside Forest	New Riverside Village	Palmetto Bluff	Rose Dhu Creek Plantation	Shell Hall	Stock Farm	Tabby Roads	Washington Square
FY 2024 (July 2023 - June 2024)		67	8	10	7		72	125			2			6	50	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	
FY2018 (July 2017 - June 2018)	18			29	133	56	57		3	18		78			70	5	27	2	3	
FY 2017 (July 2016 - June 2017)	19			29	154	38	55			16	6	73			69	2	45	4	4	

Town of Bluffton
New Single Family Certificates of Occupancy Issued by Neighborhood FY 2017 - 2024



	Alston Park	Four Seasons at Carolina Oak	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	Old Town-Other	Palmetto Bluff	Rose Dhu Creek Plantation	Schultz/ Goethe Road	Shell Hall	Stock Farm	Tabby Roads	Washington Square
FY 2024 (July 2023 - June 2024)		89	6	40	1	42	132		14		1	29	5	3	98	5	1				37
FY 2023 (July 2022 - June 2023)	4	21	23	54		18	81	20	21		71	33		10	133	2		2	1	2	
FY 2022 (July 2021 - June 2022)	6	69	32	78			44	60	27		103	43		2	85	1		8	1		
FY 2021 (July 2020 - June 2021)	19	17	24	80	2	55	2	53	32		182	8		3	75	5	1	6	1	2	
FY 2020 (July 2019 - June 2020)	51		17	106	1	47		66	29		141			6	64		1	2	2	4	
FY 2019 (July 2018 - June 2019)	24		27	137	44	54		27	25		80			9	67	4	2	10	2	3	
FY2018 (July 2017 - June 2018)	6		34	155	45	52			19		91			6	74	3	1	43	5	4	
FY 2017 (July 2016 - June 2017)	21		33	134	44	59			32	15	69			5	63	5		27	7	3	

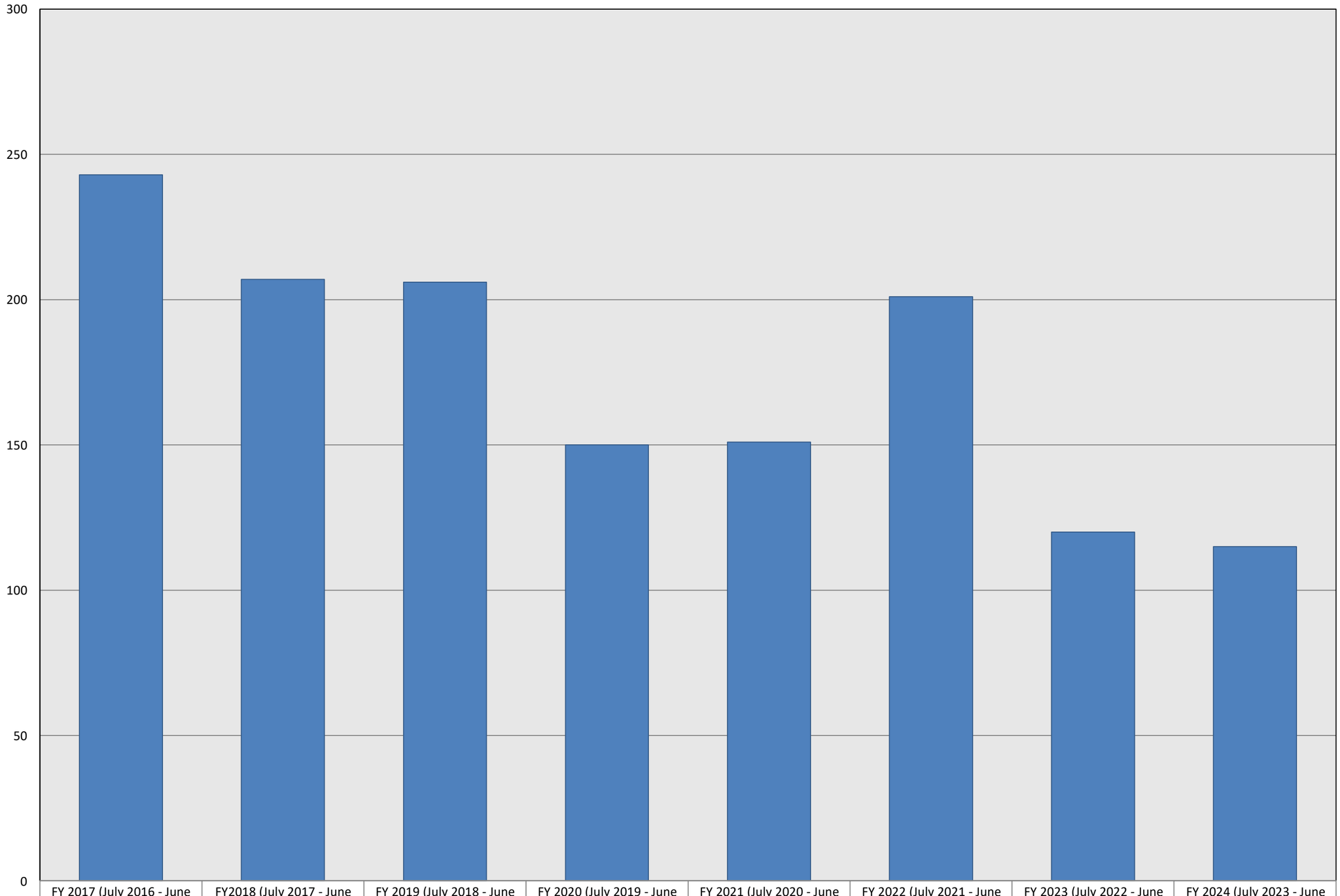
Town of Bluffton
New Commercial Construction and Additions Heated Square Footage
FY 2017 - 2024



	FY 2017 (July 2016 - June 2017)	FY2018 (July 2017 - June 2018)	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)
Commercial Additions	10,403	44,131	23,465	66	14,250	108	3,177	428
New Commercial	258,530	84,846	153,082	371,899	120,737	107,572	134,366	36,700

Town of Bluffton
Planning & Community Development Applications Approved
FY 2017 - 2024

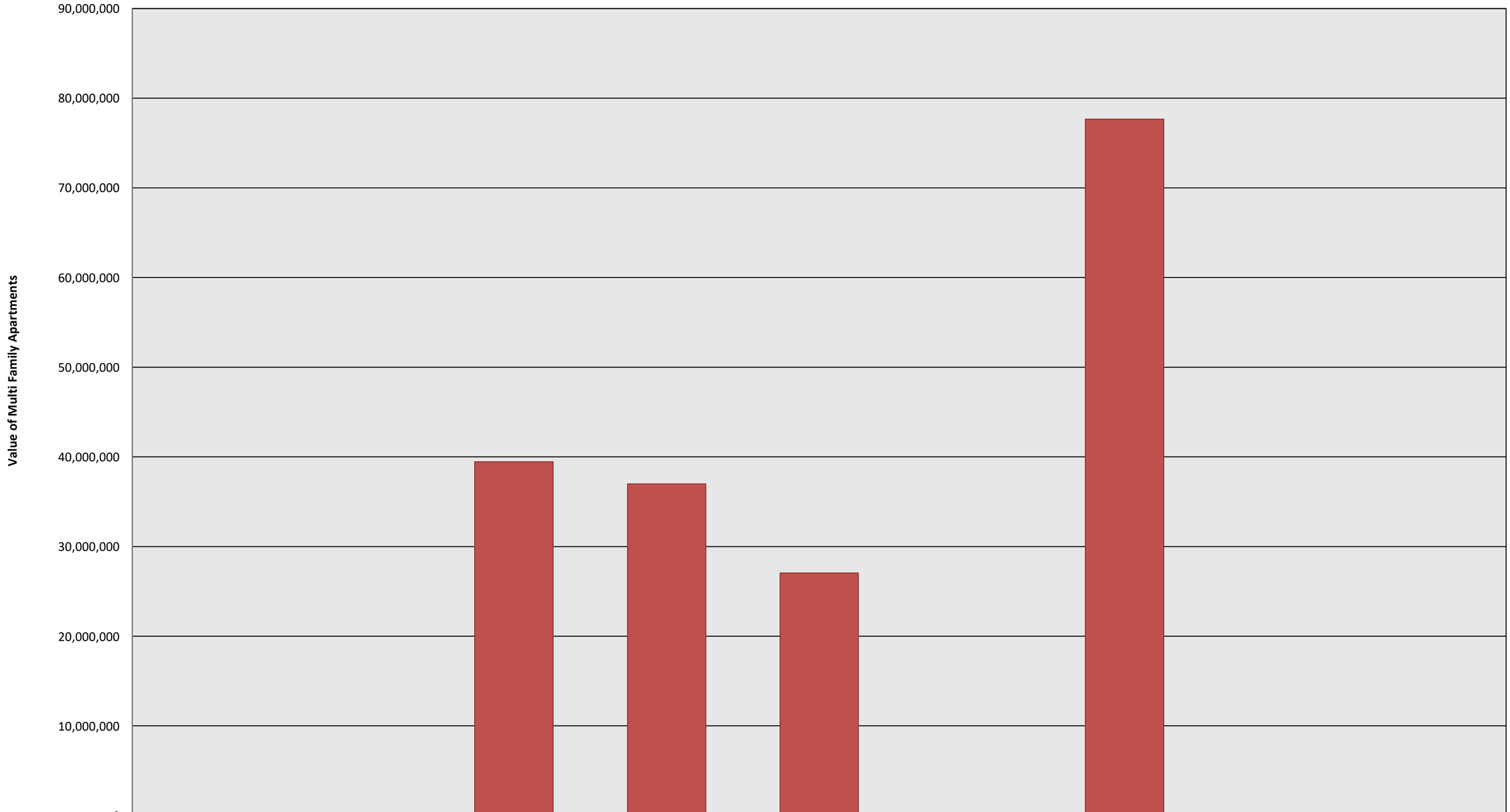
Attachment 8h



	FY 2017 (July 2016 - June 2017)	FY2018 (July 2017 - June 2018)	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)
Planning & Community Development Applications	243	207	206	150	151	201	120	115

Town of Bluffton
Multi Family Apartments Value
FY 2017 - 2024

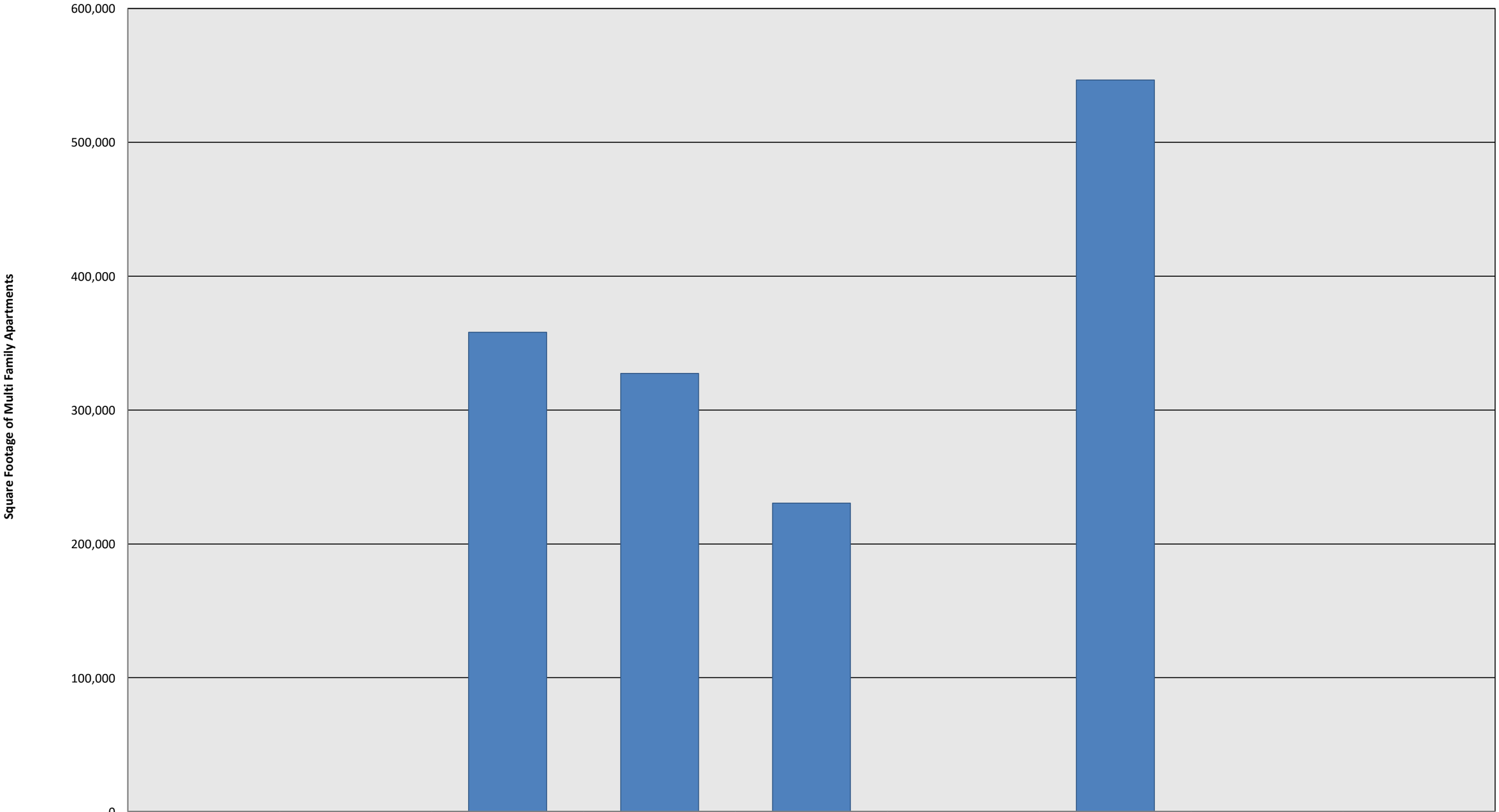
Attachment 8i



Year	FY 2016 (July 2015 - June 2016)	FY 2017 (July 2016 - June 2017)	FY2018 (July 2017 - June 2018)	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)
Value	$-	$-	$39,452,102	$36,975,720	$27,045,609	$-	$77,664,502	$-	$-

Town of Bluffton
Multi Family Apartments Square Footage
FY 2017 - 2024

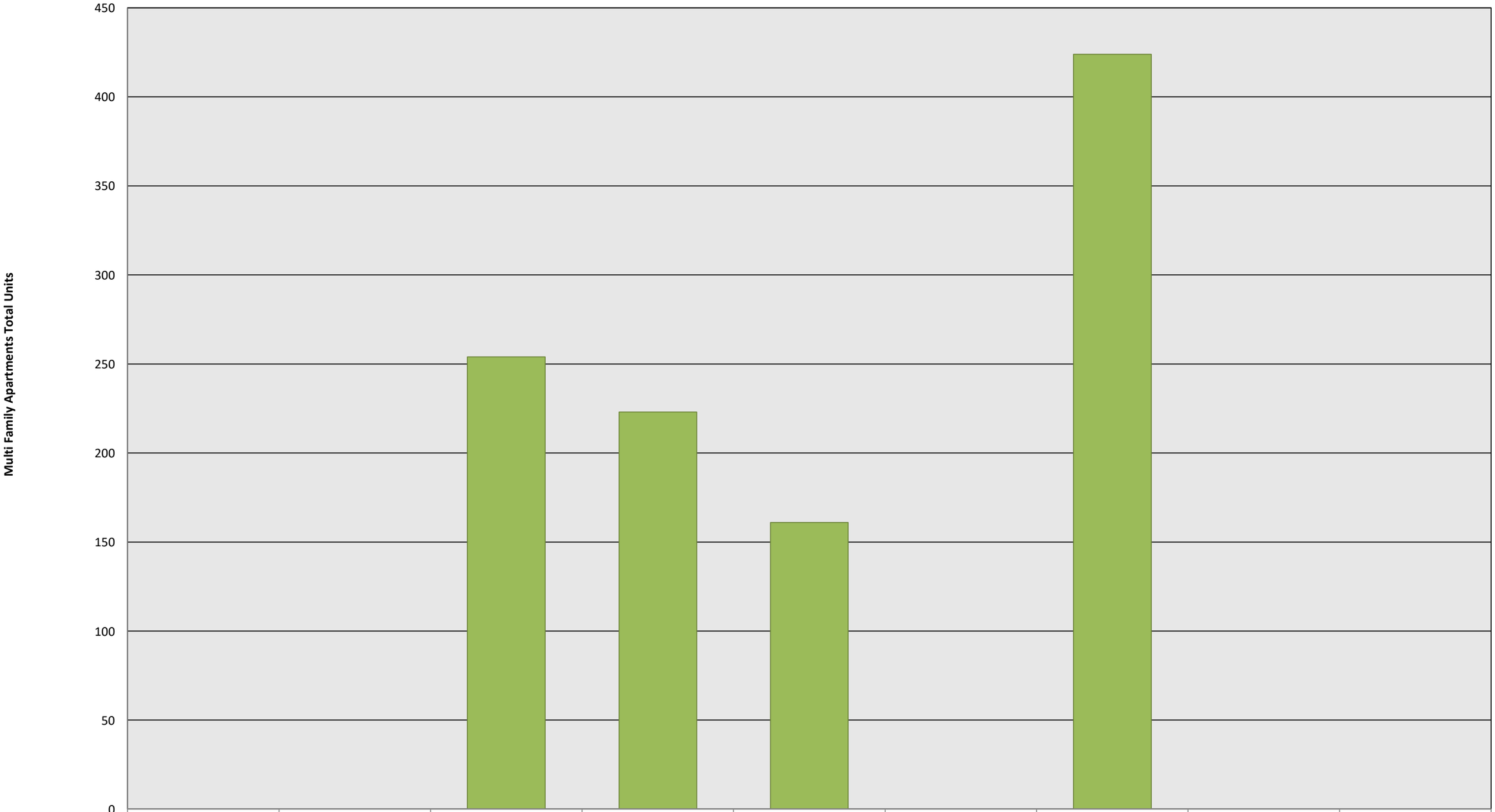
Attachment 8j



Year	FY 2016 (July 2015 - June 2016)	FY 2017 (July 2016 - June 2017)	FY2018 (July 2017 - June 2018)	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)
Square Feet	0	0	358,077.00	327,403.00	230,362.00	0	546,619.00	0	0

Town of Bluffton
Multi Family Apartments Total Units
FY 2017 - 2024

Attachment 8k



Year	FY 2016 (July 2015 - June 2016)	FY 2017 (July 2016 - June 2017)	FY2018 (July 2017 - June 2018)	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)
Dwelling Units	0	0	254	223	161	0	424	0	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.

PROJECT NAME:

ANNX-11-23-018624 11/01/2023 Annexation Petition Active Aubrie Giroux

Applicant: University Investments **Owner:** University Investments

PLAN DESCRIPTION: annexation and rezoning of parcel 12D , part of the Grande Oaks Property at the NW corner of the intersection of Buckwalter Pkwy and lake point Dr into buckwalter PUD. Annexation and rezoning of parcels 12D, 14A, 14 & 16. Part of the Grande Oaks Property at the NW corner of the intersections of Buckwalter Pkwy and Lake Point Dr into the Buckwalter PUD as Grande Oaks Commons. This application is associated with the following requests; COMP-01-24-018844, ZONE-01-24-018840 (Map), ZONE-02-24-018991 (Text), DAA-01-24-018842, and CPA-01-24-018845.

STATUS: Comments on the associated Concept Plan Amendment were heard at the March 27, 2024 meeting of the DRC. Awaiting re-submittal prior to sending all six applications to Planning Commission for a workshop.

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-08-23-018438 08/30/2023 Certificate of Appropriateness Active Katie Peterson

Applicant: Architecture 101 **Owner:** Lee Lucier

PLAN DESCRIPTION: A request by Steven G. Stowers, AIA on behalf of James R. Richardson (Circle 46, LLC) for review of a Certificate of Appropriateness - Highway Corridor Overlay District application. The consists of 2 restaurant buildings, totaling approximately 5,125 SF, with approximately 875 SF of outdoor dining space and supporting infrastructure. The properties are zoned New Riverside Planned Unit Development and consists of approximately 1.32 acres identified by tax map number R610 036 000 3712 0000 located along Parkside Commons within the New Riverside Village Master Plan.

Status: The application will be placed on the October 4, 2023 Development Review Committee Agenda for review.
Status 10.4.23: The Application was heard at the 10.4. DRC. Awaiting Stormwater and Final DP review prior to submittal of a Final COFA application. PC members at the DRC meeting provided comment on Building B front elevation roofline, and expressed concern about pedestrian connection for the angled parking.
Status: The Application will be heard by the Planning Commission at the December 20, 2023 meeting.
Status 1.4.2024: The Application was approved with conditions at the 12.20.2023 PC meeting. Awaiting resubmittal addressing PC Conditions.
Status 2.16.2024: Email received requesting feedback on 1/10- items discussed were approvable. No plans submitted at this time. Awaiting resubmittal.

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-12-22-017507	12/28/2022	50 ESTATE DRIVE	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Court Atkins **Owner:** Palmetto Land Associates

PLAN DESCRIPTION: A request by Court Atkins Group, on behalf of the Owner, Rick Maggin, with Palmetto Land Associates, for approval of a Certificate of Appropriateness within the Highway Corridor Overlay. The project consists of a commercial pickleball facility including restaurant, clubhouse, and covered courts on three existing lots within the Palmetto Pointe Business Park, identified by tax map numbers R610 36 000 0462 0000, R610 036 000 0461 0000, and R610 036 000 0460 0000, and is located at 60 Estate Drive within the Palmetto Pointe Commercial Master Plan.

STATUS: The Application was placed on the Planning Commission Agenda for January 25, 2023. Upon reciept of the draft staff report on 1/18, the Applicant requested the Application be pulled from the agenda until a resubmittal addressing the comments could be made. The Application is on hold.

STATUS [4.4.23]: While the Applicant has submitted revised information, it differs substantially from the approved Preliminary Development Plan. It has not yet received Stormwater approval, nor has a Final Development Plan been submitted for review. The Application remains on hold.
7.18.23: Development Plan is slated for the 8.2.23 DRC Agenda. Once heard, applicant may submit COFA for review by PC. It must address DP comments in submittal.
9.28.2023: The Application was approved with conditions at the 9.27.2023 PC meeting. Staff is awaiting revised materials addressing the conditions. Once received and satisfactorily reviewed, Staff will stamp the plans and issue COFA Approval.
Approved.

PROJECT NAME: PALMETTO POINTE 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

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-08-23-018440 08/31/2023 2411 OKATIE HWY HIGHWAY Certificate of Appropriateness Active Katie Peterson

Applicant: Witmer Jones Keefer Ltd. **Owner:** Charlie and Brown

PLAN DESCRIPTION: A request by Dan Keefer on behalf of Charlie and Brown LLC for review of a Certificate of Appropriateness - Highway Corridor Overlay District application. The project consists of 10,000 SF of commercial/luxury car dealership space, 10,000 SF of clubhouse space, 5 buildings divided into 31 office/condos with a car garage underneath and associated infrastructure. The property is zoned Village at Verdier PUD and consists of approximately 5.00 acres, identified by tax map number R610-021-000-0808-0000 and located on Highway 170 approximately 1,200 feet south of Seagrass Station Road.
Status: The application will be placed on the October 4, 2023 Development Review Committee Agenda for review.
Status 10.4.2023: The Application was heard at the 10.4. DRC. Awaiting Stormwater and Final DP review prior to submittal of a Final COFA application. PC members at the DRC meeting provided comment on the mass and scale facing 170, and indicated that if they send an informal resubmittal prior to Final submittal, staff and DRC members of the PC could provide feedback.
Status: Application is slated for the January 24 PC Agenda.
Status: The application was approved with conditions at the 1.24.2024 PC meeting. Awaiting resubmitted materials addressing PC conditions.
DRC Okay with revised windows. Awaiting color board/materials for all buildings and DP Approval.

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: 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-03-24-019047	03/15/2024	34 TABBY SHELL RD ROAD	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Clear Cut Construction **Owner:** William Glover

PLAN DESCRIPTION: A request by Clear Cut Construction, on behalf of the owner, William Glover, for the review of a Certificate of Appropriateness-HD to allow the construction of a new 2-story Single Family Residential Structure of approximately 2,325 SF and Carriage House structure of approximately 1,174 SF, located at 34 Tabby Shell Road, Lot 18 in the Tabby Roads Development, in the Old Town Bluffton Historic District, within the Neighborhood General - HD zoning district.
Status: The Application was heard at the April 15, 2024 HPRC meeting where comments were provided to the Applicant. Awaiting Final Submittal.

PROJECT NAME: TABBY ROADS PHASE 1

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: 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-06-23-018189	06/23/2023	77 BRIDGE ST STREET	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Manuel Studio, LLC **Owner:** Sara Kelly

PLAN DESCRIPTION: A request by Ansley Hester Manuel, Architect, on behalf of the owner, Sara Harwell Kelly, for the review of a Certificate of Appropriateness - HD for the construction of a new one-story single-family residential structure of approximately 1,676 SF and a new one-story Carriage House of approximately 676 SF to be located at 77 Bridge Street, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation -HD

STATUS: The Application was heard at the July 17, 2023 meeting of the HPRC. Once the Demolition request is heard by the DRC, a Final Application may be submitted to be heard by the HPC. Note: Demolition must be heard prior to new construction.

Approved at the 12.6.2023 HPC meeting

PROJECT NAME: OLD TOWN

COFA-04-24-019070	04/01/2024	42 WHARF ST STREET	Certificate of Appropriateness	Active	Katie Peterson

Applicant: John Montgomery **Owner:** John Montgomery

PLAN DESCRIPTION: A request by John Montgomery for the review of a Certificate of Appropriateness-HD to allow the construction of a new 2-story Single Family Structure of approximately 2,120 SF and 2-story Carriage House structure of approximately 1,120 SF, to be located at 42 Wharf Street, in the Old Town Bluffton Historic District, within the Neighborhood General - HD zoning district.
Status: The Application will be heard at the 4.22.2024 HPRC meeting.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-04-23-017854	04/03/2023	5824 GUILFORD PLACE	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Pearce Scott Architects **Owner:** 5824 Guilford Place LLC

PLAN DESCRIPTION: A request by Pearce Scott Architects, on behalf of the owner, 5824 Guilford Place LLC (Larry Page), for review of a Certificate of Appropriateness - HD for a proposed 2-story commercial office building of approximately 2,888 SF and Carriage House of approximately 1,200 SF to be located at 5824 Guilford Place, Lot 14 in the Stock Farm Development, in the Old Town Bluffton Historic District and zoned Neighborhood General- HD.

STATUS [4.4.23]: Conceptual Application has been received and is projected to be reviewed at the May 1, 2023 Historic Preservation Review Committee Meeting.

STATUS 6.9.23: The Final Application is slated to be heard at the 7.5.2023 meeting of the HPC.

STATUS 7.6.2023: The Application was approved with conditions at the 7.5.2023 HPC Meeting. Staff is awaiting resubmitted, revised materials addressing HPC Conditions.

Status 1/3/2024 -Architecture and building placement have been addressed - awaiting resubmittal showing grading will not effect street scape and plantings and tree removal permit to be submitted. Note - Large Canopy trees on LS plan need to be min 12' in height at time of planting - shown as 8-10.

PROJECT NAME: OLD TOWN

COFA-01-24-018816	01/05/2024	22 BRUIN RD ROAD	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Sean Lewis **Owner:** Bertha Wooten

PLAN DESCRIPTION: A request by Sean A. Lewis, on behalf of the Owner, Bertha Wooten, for a review of a Certificate of Appropriateness - HD to construct a new 1-story of approximately 1,695 with attached Carriage House of approximately 697 SF, to be located at 22 Bruin Road, in the Old Town Bluffton Historic district and zoned Neighborhood General- HD zoning District.
Status 1.5.2024: The Application is being reviewed and will be placed on the 1/29/2024 HPRC Agenda.
Status 1.30.24: Comments provided to the applicant. Awaiting final submittal.

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-03-24-019041	03/11/2024	28 STOCK FARM RD ROAD	Certificate of Appropriateness	Active	Katie Peterson

Applicant: RFD Construction LLC **Owner:** Hunter & Suzi Hansen

PLAN DESCRIPTION: A request by RFD Construction, on behalf of the owner, Hunter H Hansen and Sue A Hansen, for the review of a Certificate of Appropriateness-HD to allow the construction of a new 1.5-story Single Family Residential Structure of approximately 2,619 SF Carriage House structure of approximately 1,123 SF, located at 28 Stock Farm Road, Lot 33 in the Stock Farm Development, in the Old Town Bluffton Historic District, within the Neighborhood General - HD zoning district.
Status: The Application was heard at the April 8, 2024 HPRC meeting where comments were provided to the Applicant. Awaiting Final submittal.

PROJECT NAME: OLD TOWN

COFA-09-23-018501	09/22/2023	1255 MAY RIVER RD ROAD	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Pearce Scott Architects **Owner:** BC Distillery Holdings LLC

PLAN DESCRIPTION: A request by Pearce Scott Architects, on behalf of the Owner, Billy Watterson, for review of a Certificate of Appropriateness - HD to allow the construction of a new 3,517 SF 2-story restaurant building and a 1,200 SF restaurant Carriage House structure identified as Buildings 1 and 2 in the Ma Daisy's Porch Development Plan, on the parcel currently addressed as 1255 May River Road, in the Old Town Bluffton Historic District and zoned Neighborhood General - HD.
Status: The Application will be heard at the 10.9.2023 HPRC meeting.
10.10.2023: The application was heard at the 10.9 HPRC meeting where comments were provided to the Applicant. Awaiting final submittal.
Status: The Application was heard at the 12/6/23 HPC meeting and was approved with conditions. Awaiting resubmittal addressing HPC conditions.
Status 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-06-23-018141	06/07/2023	1268 MAY RIVER ROAD	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Shifting Tides, LLC **Owner:** May River Project LLC

PLAN DESCRIPTION: A request by Shifting Tides, LLC on behalf of the owner, May River Project, LLC, for a review of a Certificate of Appropriateness - HD to renovate the Contributing Resource, known as Nathaniel Brown's Cottage, to include enclosing the rear porch, replacing windows, renovating the front porch, and adding a side patio with ramp, and the renovation of the CMU Carriage House Structure to include removing the shed-roof side addition, and replacing windows and updating the structure. The site is located at 1268 May River Road, in the Old Town Bluffton Historic District and is zoned Neighborhood General- HD.

Status 7.3.23: The Application is slated to be on the July 17, 2023 HPRC agenda.
7.18.23: Application was heard at the 7.17.23 HPRC where comments were provided to the Applicant. Awaiting DP Review. Once the Final DP has been heard by the DRC, a Final COFA Application may be submitted to be heard by the HPC.
Status 10.5.2023: The HPC Approved the application with conditions. Awaiting resubmittal addressing conditions. Once received, Staff will stamp plans and issue a final COFA approval.
10.23.23: Need plans to reflect HPC changes on plans - not just in notes. Awaiting resubmittal.
11.20.23 - Approved. See attached approval package.

PROJECT NAME: OLD TOWN

Total Certificate of Appropriateness Cases: 14

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. Awaiting re-submittal prior to sending all six applications to Planning Commission for a workshop.

PROJECT NAME:

Total Comprehensive Plan Amendment Cases: 1

Development Agreement

Development Agreement

DA-01-24-018842	01/11/2024		Development Agreement	Active	Aubrie Giroux

Applicant: University Investments **Owner:** University Investments

PLAN DESCRIPTION: Annexation and rezoning of parcels 12D, 14A, 14 & 16. Part of the Grande Oaks Property at the NW corner of the intersections of Buckwalter Pkwy and Lake Point Dr into the Buckwalter PUD as Grande Oaks Commons. 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 COMP-01-24-018844.

STATUS: Comments on the associated Concept Plan Amendment were heard at the March 27, 2024 meeting of the DRC. Awaiting re-submittal prior to sending all six applications to Planning Commission for a workshop.

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

Total Development Agreement Cases: 1

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.

PROJECT NAME: Palmetto Bluff

DP-01-24-018847 01/12/2024 Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:** Pulte

PLAN DESCRIPTION: A request by the property owner Richard Loudin of Pulte Home Company for approval of a preliminary development plan. The project consists of 46 single family residential lots, open space, and associated infrastructure. The property is zoned New Riverside Planned Unit Development and consists of approximately 19.0 acres identified by tax map number R610 044 000 0012 0000 located within the Midpoint at New Riverside Initial Master Plan.
STATUS: Comments for this item were heard at the February 21, 2024, meeting of the DRC. Awaiting final development plan submittal.

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

Development Plan

DP-12-22-017474 | 12/09/2022 | 17 BUCKHEAD BAY ROAD | Development Plan | Active | Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:** Dan Kunau

PLAN DESCRIPTION: A request by John Paul Moore of Thomas & Hutton, on behalf of the property owner Citadel Bluffton, LLC for approval of a preliminary development plan. The project consists of the construction of one (1) 44,400 S.F. contractor building and associated infrastructure. The property is zoned Palmetto Bluff Planned Unit Development and consists of +/ - 4.8 acres identified by tax map numbers R614 045 000 0643 0000 and R614 046 000 0062 0000 located within the Palmetto Bluff Tract Master Plan.
Status: The preliminary development plan application was heard at the January 18, 2023, DRC Meeting.
Status: The final development plan application will be heard at the May 1, 2024, meeting of the DRC.

PROJECT NAME: PALMETTO BLUFF

DP-03-24-019033 | 03/08/2024 | 224 MORELAND 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 & Hutton, on behalf of May River Forest, LLC, for approval of a preliminary development plan application. The project consists of creating 26 single family lots with associate infrastructure. The property is identified by tax map numbers R614-045-000-0024-0000, R614-046-000-0062-0000, R614-052-000-0059-0000, R614-057-000-0001 -0000, R614-057-000-0002-0000 and consists of 48.9 acres located along Old Moreland Road within the Palmetto Bluff PUD.
Status: Staff comments on the Preliminary Plan will be heard at the April 17, 2024 meeting of the DRC.

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.

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-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-01-23-017616 | 01/27/2023 | 17 BUCKHEAD BAY ROAD | Development Plan | Active | Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:**

PLAN DESCRIPTION: A request by John Paul Moore of Thomas & Hutton, on behalf of the property owner Citadel Bluffton, LLC for approval of a preliminary development plan. The project consists of the construction of one (1) 40,750 S.F. first floor and 30,000 S.F. second floor building consisting of storage units and 30 covered parking spaces. The property is zoned Palmetto Bluff Planned Unit Development and consists of +/- 3.2 acres identified by tax map number R614 046 000 0643 0000 located within the Palmetto Bluff Tract Master Plan.

Status: The preliminary development plan application was heard at the March 1, 2023 DRC meeting.
Status: Comments on the final development plan application were heard at the November 15, 2023, DRC meeting. Awaiting re-submittal.

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-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.

PROJECT NAME:

DP-08-22-017074 08/12/2022 Development Plan Active Dan Frazier

Applicant: Thomas & Hutton **Owner:**

PLAN DESCRIPTION: A request by Michael Hughes of Thomas & Hutton on behalf of May River Forest, LLC for approval of a development plan. The project consists of the general clearing, installation of utilities, drainage, grading and paving for +/- 5 miles of Old Anson Road beginning near the intersection of Old Moreland Road and Big House Landing Road and terminating on Big House Island near the Anson Marina. The property is zoned Palmetto Bluff PUD and consists of approximately 110.0 acres identified by tax map numbers R614 046 000 0062 0000, R614 052 000 0059 0000, R614 045 000 0024 0000, R614 045 000 0026 0000, and R614 057 000 0001 0000 located within the Palmetto Bluff Master Plan.
STATUS: Staff comments were reviewed at the September 14, 2022 meeting of the DRC.
STATUS: The final development plan application was submitted on May 19, 2023. Comments on the FDP submittal were reviewed at the June 21, 2023, meeting of the DRC. Awaiting re-submittal addressing FDP Staff Comments.

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-10-22-017341 10/21/2022 110 PALMETTO BLUFF ROAD Development Plan Active Dan Frazier

Applicant: Thomas & Hutton **Owner:** Cleland Site Prep

PLAN DESCRIPTION: A request by John Paul Moore of Thomas & Hutton on behalf of Pritchard Farm, LLC for approval of a development plan. The project consists of 10 single family residential lots, open space, and associated infrastructure. The property is zoned New Riverside Planned Unit Development and consists of approximately 38 acres identified by tax map numbers R610 044 000 0136 0000, R610 044 000 0141 0000, R600 045 000 0001 0000, R610 044 000 0002 0000, R614 045 000 0052 0000, R614 045 000 0578 0000 and R600 045 000 0012 0000 located within Parcel 9 of the New Riverside Concept Master Plan.
STATUS UPDATE: Staff comments on the preliminary development plan were heard at the November 30, 2022 meeting of the DRC.
STATUS: The final development plan application will be heard at the May 1, 2024, meeting of the DRC.

PROJECT NAME:

DP-10-23-018610 10/27/2023 Development Plan Active Dan Frazier

Applicant: Carolina Engineering Consultants, Inc. **Owner:** HL Development

PLAN DESCRIPTION: A request by Jake Reed on behalf of the property owner, HL Development, LLC for approval of a preliminary development plan. The project consists of the construction of four multifamily buildings, garages, amenities, parking, and associated infrastructure. The property is zoned Buckwalter PUD and consists of approximately 20.06 acres, identified by tax map number R614-029-000-0595-0000 located within the Hampton Lake Master Plan.
STATUS: Comments on the preliminary development plan were reviewed at the November 29, 2023, meeting of the DRC.
STATUS: The preliminary development plan was approved at the December 20, 2023, Planning Commission meeting.
STATUS: Staff comments on the final development plan application were heard at the April 24, 2024, meeting of the DRC.

PROJECT NAME: HAMPTON LAKE RESORT TRACT B

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-07-21-015654 07/27/2021 Development Plan Active Jordan Holloway

Applicant: EMC Engineering Services, Inc. **Owner:** HIyer Ground Veterinary Service, Inc.

PLAN DESCRIPTION: The proposed development, Lot 6, will have a two-story veterinary office building for a total of 9000 sf (4500 sf each floor). Parking will be provided on-site. Dumpster to be provided on-site. Water and sewer will be provided by BJWSA. Utilities appear to be stubbed out to the site and site looks to be pad ready. Access will be provided off Buckwalter Place Blvd. The parcel has 2 existing curb cuts. One will be utilized and the other will have to be relocated to work better with the site plan. See attached site plan. Detention will be provided off-site on adjacent parcel 7 in an existing detention pond that was planned previously for this parcel.
The Preliminary Plan will be presented to the Planning Commission on Oct 27, 2021.
STATUS 05-09-2022: This item was approved at the 10-27-21 Planning Commission meeting. Awaiting Final Plan submittal documents.
STATUS 10/05/23: The applicant has requested an extension of the approved Preliminary Development Plan. In accordance with Section 3.10.5 of the Unified Development Ordinance, an extension of one (1) year has been granted. The approval expiration date has been extended to 10/28/2024.

PROJECT NAME:

DP-12-23-018802 12/27/2023 21 MAIDEN LANE Development Plan Active Dan Frazier

Applicant: Sturre Design & Development, LLC **Owner:**

PLAN DESCRIPTION: A request by Nathan Sturre of Sturre Engineering on behalf of the property owner Hinton Vacation Properties, LLC, for approval of a preliminary development plan application. The project proposes the development of a thirteen (13) lot mixed-use subdivision containing eleven (11) single-family residential lots, two (2) mixed-use lots, common open space, and associated infrastructure. The properties are zoned Neighborhood General – Historic District (NG-HD) and consist of 3.58 acres identified by tax map numbers R610 039 00A 0042 0000 and R610 039 00A 042A 0000 located on the south side of May River Road west of Pritchard Street.
STATUS: Comments on the preliminary development plan were reviewed at the January 31, 2024, meeting of the DRC.
STATUS: The preliminary development plan was re-submitted on February 26, 2024. STATUS 02/28/24: The Applicant requested to withdraw the application as submitted and may provide a re-submittal in the future.
STATUS: Comments on the preliminary development plan resubmittal will be reviewed at the May 1, 2024, meeting of the DRC.

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-04-22-016574 | 04/07/2022 | 58 CALHOUN ST | Development Plan | Active | Dan Frazier

Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT **Owner:** May River Montessori

PLAN DESCRIPTION: A request by Conor Blaney of Ward Edwards Engineering, on behalf of May River Montessori, Inc., for approval of a preliminary development plan. The project consists of the construction of a new classroom building adjacent to the existing May River Montessori facility. The property is zoned Neighborhood Center Historic District (NCE-HD) and consists of approximately 0.65 acres identified by tax map number R610 039 00A 0123 0000 located at 58 Calhoun Street.
STATUS: Development plan comments were reviewed at the 5/11/22 meeting of the DRC.
STATUS: At the June 22, 2022, Planning Commission meeting, the applicant requested "withdrawal of the application to provide additional information".
STATUS: The Applicant resubmitted on July 28, 2022.
STATUS: The preliminary development plan was approved with conditions at the September 28, 2022, Planning Commission meeting.
STATUS: Staff comments on the final development plan were heard at the February 1, 2023 meeting of the DRC. Awaiting resubmittal.
STATUS: Project is still active as of July 5, 2023. The applicant would like to obtain the Town's site development permit once the state land disturbance permit is obtained.

PROJECT NAME: OLD TOWN

DP-08-22-017076 | 08/15/2022 | 2411 OKATIE HWY HIGHWAY | Development Plan | Active | Dan Frazier

Applicant: Dan Keefer **Owner:** Charlie and Brown

PLAN DESCRIPTION: A request by Dan Keefer of Witmer Jones Keefer, Ltd, on behalf of the property owner, Charlie and Brown, LLC for approval of a preliminary development plan. The project consists of the construction of a +/-20,000 sq. ft. two-story Clubhouse and 5 buildings divided into +/- 31 high-end garage condominium units. The property is zoned Village at Verdier PUD and consists of approximately 5.00 acres, identified by tax map number R610-021-000-0808-0000 and located on Highway 170 approximately 1,200 feet south of Seagrass Station Road.
STATUS 9-14-22: Staff courtesy review comments were reviewed at the September 21 meeting of the DRC.
STATUS: Staff comments were reviewed at the June 21, 2023 meeting of the DRC.
STATUS: The application was approved at the July 26, 2023, Planning Commission Meeting.
STATUS: The Final Development Plan was heard at the December 20, 2023 DRC Meeting. Project received NPDES Permit on January 31, 2024. Awaiting resubmittal.

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-09-22-017188 09/13/2022 Development Plan Active Dan Frazier

Applicant: Witmer Jones Keefer Ltd. **Owner:**

PLAN DESCRIPTION: A request by Carey Levow of Crowne at Buck Island, Limited Partnership on behalf of the property owner, Buck Island Partners, LLC for approval of a preliminary development plan application. The project consists of an apartment complex containing 4 proposed 4 story multi-family buildings and associated open space, amenities, parking, and stormwater management. The property is zoned Light Industrial and consists of approximately 10.11 acres identified by tax map number R610 039 000 0180 0000 located at 412 Buck Island Road.

STATUS: Staff comments on the preliminary development plan were reviewed at the October 19, 2022 meeting of the DRC.
STATUS: The Applicant resubmitted on November 14, 2022.
STATUS: The Preliminary Development Plan was approved at the December 14, 2022, Planning Commission. Awaiting Final Development Plan submittal,

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

DP-01-24-018822 01/05/2024 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, parking, storm drainage treatment infrastructure, access roadways, maintenance, and temporary hospitality facilities, and grading to serve the proposed 18-hole golf course. The property is zoned Palmetto Bluff Planned Unit Development and consists of +/- 104 acres identified by tax map numbers R614 057 000 0001 0000, R614 045 000 0019 0000, and R614 045 000 0026 0000, located within the Palmetto Bluff PUD, west of Bighouse Plantation Road.
STATUS: Staff comments were reviewed at the January 24, 2024, meeting of the DRC. STATUS: Staff comments on the final development plan application will be heard at the May 15, 2024, meeting of the DRC.

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 will be heard at the May 1, 2024, meeting of the DRC.

PROJECT NAME: OLD TOWN

DP-03-24-019021 | 03/01/2024 | 700 BUCKWALTER TOWNE BOULEVARD | Development Plan | Active | Dan Frazier

Applicant: Cranston, LLC **Owner:** TKC CCCLC, LLC

PLAN DESCRIPTION: A request by Cranston, LLC on behalf of TKC CCCLV, LLC for approval of a preliminary development plan application. The project consists of a three-story, 54,000 square foot medical building with associated parking and infrastructure. The property is identified by tax map number R610 030 000 1854 0000 and consists of 4.76 acres located at 700 Buckwalter Towne Boulevard in the Buckwalter PUD.

Status: This item was heard at the April 3, 2024, meeting of the DRC. Awaiting resubmittal.

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-09-22-017236 09/28/2022 315 GIBBET ROAD Development Plan Active Dan Frazier

Applicant: Amsdell Companies **Owner:** MFF Enterprises

PLAN DESCRIPTION: A request by Jonathan Steele of Compass TPC, LLC, on behalf of the property owner, Marilyn Faulkner of MFF Enterprises, LLC, for approval of a preliminary development plan application. The project consists of two 2-story climate-controlled storage buildings totaling 113,544 square feet including a retail sales/rental office and incidental truck rentals. The property is zoned Jones Estate PUD and consists of approximately 3.21 acres identified by tax map numbers R610-036-000-0458-0000 and R610-036-000-0459-0000 and located at the intersection of Gibbet Road and Highway 170 within the Palmetto Point Commercial Master Plan.

STATUS: Staff comments were reviewed at the November 2, 2022, meeting of the DRC.
STATUS: Preliminary development plans were resubmitted and staff comments were heard at the January 11, 2023 meeting of the DRC.
STATUS: The preliminary development plan was approved at the February 22, 2023, Planning Commission meeting.
STATUS: Staff comments on the final development plan application will be heard at the May 15, 2024, meeting of the DRC.

PROJECT NAME: PALMETTO POINTE COMMERCIAL

DP-11-22-017433 11/28/2022 8241 PINELLAS DRIVE Development Plan Active Dan Frazier

Applicant: Moore Civil Consultants, Inc. **Owner:**

PLAN DESCRIPTION: A request by Jared Thompson of Moore Civil Consulting, Inc., on behalf of the property owner Ken Toskey for approval of a preliminary development plan. The project consists of the construction of three office buildings totaling 12,600 S.F., associated driveways, parking areas, and bioretention areas. The property is zoned Buckwalter Planned Unit Development and consists of approximately 1.5 acres identified by tax map numbers R610 022 000 1143 0000 located within the Buckwalter Commons Phase 1 Master Plan.
STATUS: Staff comments on the preliminary development plan were reviewed at the January 4, 2023 meeting of the DRC.
STATUS: The preliminary development plan was approved at the February 22, 2023, Planning Commission meeting. An incomplete final development plan application was submitted on January 18, 2024. As of 2/26/24, landscape plans are being prepared for Final development plan submittal.

PROJECT NAME: PARCEL C2-E BUCKWALTER PLAZA

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-10-23-018564 10/12/2023 Development Plan Active Dan Frazier

Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT **Owner:**

PLAN DESCRIPTION: A request by Willy Powell of Ward Edwards, Inc., on behalf of the property owner Okatie Bluffs Owner LLC/Adrien Dannemiller for approval of a preliminary development plan. The project consists of the construction of six multifamily buildings, four garage buildings, a clubhouse, amenities, and associated infrastructure. The property is zoned Buckwalter Planned Unit Development and consists of approximately 22.0 acres identified by tax map number R610 028 000 0921 0000 located within the Parcel B-1 Master Plan.
STATUS: Comments on the preliminary development plan application were reviewed at the November 15, 2023, meeting of the DRC.
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.

PROJECT NAME:

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.

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-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 will be heard at the May 1, 2024, meeting of the DRC.

PROJECT NAME: May River Crossing

DP-08-23-018338 | 08/01/2023 | 1 JCS COVE | Development Plan | Active | Dan Frazier

Applicant: Sturre Design & Development, LLC **Owner:** James Saba

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

Public Project

DP-04-24-019083 | 04/09/2024 | 340 PARKSIDE COMMONS | Development Plan | Active | Dan Frazier

Applicant: Constance Clarkson **Owner:** Constance Clarkson

PLAN DESCRIPTION: A request by Constance Clarkson on behalf of the Town of Bluffton for approval of a public project. The project consists of the installation of trellis swings, trash cans, dog stations and decorative pathway lighting in New Riverside Village Park. The properties are zoned New Riverside Planned Unit Development and consists of approximately 5.29 acres identified by tax map numbers R610 036 000 3703 0000 and R610 036 000 3214 0000 and located within the New Riverside Village Master Plan.

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-04-24-019078 04/08/2024 101 PROGRESSIVE ST STREET Development Plan Active Dan Frazier

Applicant: Town of Bluffton **Owner:** Town of Bluffton

PLAN DESCRIPTION: A request by Mark Maxwell on behalf of the Town of Bluffton for approval of a public project. The public private partnership consists of the construction of three commercial buildings totaling approximately 50,000 square feet of class A office and light industrial warehouse space, with supporting infrastructure. The properties are zoned Buckwalter Planned Unit Development and consists of approximately 5.2 acres identified by tax map numbers R610 030 000 1848 0000, R610 022 000 1103 0000 and R610 030 000 1649 0000, and located within the Buckwalter Place Master Plan.

PROJECT NAME:

DP-12-23-018739 12/05/2023 3829 OKATIE HWY HIGHWAY Development Plan Active Dan Frazier

Applicant: Constance Clarkson **Owner:** Constance Clarkson

PLAN DESCRIPTION: A request by Constance Clarkson on behalf of the Town of Bluffton for approval of a public project. The project consists of surface improvements to the New River Linear Trail, construction of a pier at the southern trail terminus and restroom facilities at the trailhead parking lot. The properties are zoned Jones Estate Planned Unit Development and New Riverside Planned Unit Development and consists of approximately 42.7 acres identified by tax map numbers R610 028 000 0018 0000, R610 035 000 0016 0000 and R614 035 000 0011 0000, and located within the Cypress Ridge Master Plan and Heritage at New Riverside Master Plan.
STATUS: Comments for the public project were reviewed at the January 3, 2024, meeting of the DRC. Awaiting resubmittal.
STATUS 03/15/24: The project manager is negotiating an easement agreement with Central Electric and Santee Cooper.

PROJECT NAME:

DP-10-23-018587 10/19/2023 800 BUCKWALTER PARKWAY Development Plan Active Dan Frazier

Applicant: Wood and Partners, Inc. **Owner:** Town of Bluffton

PLAN DESCRIPTION: A request by Eric Walsnovich of Wood + Partners, Inc, on behalf of the property owner, Town of Bluffton, for approval of a public project. The project proposes the construction of four new soccer fields; a new restroom building; renovations to the existing restroom building; new parking areas, driveways and sidewalks; storm water management facilities; associated utilities; lighting; site furnishings and landscaping. The property is zoned Buckwalter Planned Unit Development and consists of approximately 142.9 acres identified by tax map number R610 038 000 0053 0000 located within the Buckwalter Recreation Center Master Plan.
Status: Comments on the public project were reviewed at the November 15, 2023, meeting of the DRC.
Status 4/15/24: The applicant has submitted for Stormwater Permit and it is currently under review.

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-08-23-018390	08/16/2023	1095 MAY RIVER RD ROAD	Development Plan	Active	Dan Frazier

Applicant: Workforce State of Mind, LLC **Owner:** Town of Bluffton

PLAN DESCRIPTION: A request by Workforce State of Mind, LLC, on behalf of the property owner, Town of Bluffton, for approval of a public project. The project proposes the construction of 12 townhome units and associated parking and infrastructure. The property is zoned Residential General (RG) and consists of approximately 1.78 acres identified by tax map number R610 039 000 0498 0000 located at 1095 May River Road.
STATUS UPDATE: Staff comments were reviewed at the September 13, 2023, meeting of the DRC. Awaiting re-submittal.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Total Development Plan Cases: 30

Development Plan Amendment

NA

DPA-09-22-017226	09/23/2022		Development Plan Amendment	Active	Jordan Holloway

Applicant: Tabby Road HOA **Owner:** Tabby Road HOA

PLAN DESCRIPTION: A request by Tabby Roads HOA for approval of a development plan amendment application. The project consists of closing the Tabby Shell Road entrance from Burnt Church Road. The property is identified by tax map number R610 039 000 1235 0000 and is zoned Neighborhood General -HD.

Status: This item is on the October 26, 2022 DRC Meeting agenda.
Status 11-29-22: Revisions are required. Waiting on revisions to be submitted.
Status 1-9-23: Plans have been conditionally approved by the Town of Bluffton. The Town requires approval from SCDOT and BJWSA for the road closing prior to issuing Final Approval. SCDOT has issued their encroachment permit. Waiting on BJWSA approval.

PROJECT NAME: TABBY ROADS PHASE 1

Total Development Plan Amendment Cases: 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

Master Plan

NA

MP-04-22-016566 04/06/2022 Master Plan Active Dan Frazier

Applicant: Village Park Communities, LLC **Owner:** Village Park Communities, LLC

PLAN DESCRIPTION: A request by Dan Keefer of Witmer Jones Keefer, LTD, on behalf of Village Park Communities, LLC, for approval of Alston Park Phase 3 Master Plan. The project consists of a maximum of 76 dwelling units, park/open spaces and related infrastructure. The subject property, comprised of 2 parcels totaling approximately 63 acres, is identified by Beaufort County Tax Map numbers R610 035 000 0019 0000 and R610 035 000 0846 0000 and commonly referred to as New Riverside Parcel 5A South located within the New Riverside PUD.
STATUS: Initial Master Plan comments were reviewed at the 5/11/22 meeting of the DRC.
STATUS: The Initial Master Plan request received a recommendation of approval at the February 22, 2023, Planning Commission meeting.
STATUS 04/01/24: The Holly Hill Lane Plat is being recorded. A community meeting is tentatively scheduled for May 1, 2024. The application will advance to Town Council once the plat is recorded and the community meeting has been held.
STATUS 4/15/24: A community meeting is tentatively scheduled for May 8, 2024.

PROJECT NAME: ALSTON PARK

Total Master Plan Cases: 1

Master Plan Amendment

Minor

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

Master Plan Amendment

MPA-03-24-019064	03/25/2024	4E INNOVATION DR DRIVE	Master Plan Amendment	Active	Dan Frazier

Applicant: Dan Keefer **Owner:** South of Broad Healthcare

PLAN DESCRIPTION: A request by Dan Keefer of Witmer Jones Keefer, Ltd, on behalf of the property owner, South of Broad Healthcare, for approval of a minor master plan amendment application. The Applicant proposes to amend the South of Broad Healthcare Master Plan by adding an approximately 26,000 square foot third floor, increased mechanical and utility yard, and relocating the Helipad from the roof to ground level. The property is zoned Buckwalter PUD and consists of 12.52 acres identified by tax map number R610 030 000 1705 0000, located at the northwest corner of the intersection of Bluffton Parkway and Buckwalter Parkway.
STATUS: Staff comments will be reviewed at the May 1, 2024, meeting of the DRC.

PROJECT NAME:

Total Master Plan Amendment Cases: 1

Zoning Action

UDO Text 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

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

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-02-24-018921 02/02/2024 11 GRASSEY LANE Zoning Action Active Dan Frazier

Applicant: Sturre Design & Development, LLC **Owner:**

PLAN DESCRIPTION: A request by Nathan Sturre of Sturre Engineering on behalf of the property owners Cornerstone Church of Bluffton and Lalie Ann Mole, for approval of a zoning map amendment. The applicant is requesting to rezone two parcels from the Planned Unit Development (PUD) zone district to a mix of Agricultural (AG) and Rural Mixed Use (RMU) zoning districts. The properties are zoned Mindstream Academy Planned Unit Development and consists of approximately 43.3 acres identified by tax map numbers R610 036 000 0014 0000 and R610 036 000 014B 0000 located south of May River Road approximately 600 feet east of Stardust Lane.
STATUS: A required Planning Commission Workshop was held on February 28, 2024. STATUS 03/27/24: The Planning Commission recommended approval of the request at the March 27, 2024, Planning Commission Meeting.
STATUS: First reading of the Zoning Map Amendment was approved at the April 9, 2024, meeting of Town Council.
STATUS: Public Hearing and Second & Final Reading of the Zoning Map Amendment request will heard at the May 14, 2024, meeting of Town Council.

PROJECT NAME:

ZONE-01-24-018840 01/11/2024 Zoning Action Active Dan Frazier

Applicant: University Investments **Owner:** University Investments

PLAN DESCRIPTION: Annexation and rezoning of parcels 12D, 14A, 14 & 16. Part of the Grande Oaks Property at the NW corner of the intersections of Buckwalter Pkwy and Lake Point Dr into the Buckwalter PUD as Grande Oaks Commons. This application is associated with the following requests; ANNX-11-23-018624, CPA-01-24-018845, COMP-01-24-018844, 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. Awaiting re-submittal prior to sending all six applications to Planning Commission for a workshop.

PROJECT NAME:

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.

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

Zoning Action

Total Zoning Action Cases: 4

Total Active Cases: 55

Total Plan Cases: 55

Town of Bluffton
20 Bridge St.
PO Box 386
Bluffton, SC 29910
843.706.4500

To: Town Council

From: Stephen Steese, Town Manager

Date: May 1, 2024

Town Operations / Community Meetings

- The Town Budget process is underway, and departments have submitted requests and had initial review meetings. Staff met with Council to review the draft details of the budget and received input. The input from these meetings will be included and the FY 24-25 Budget will be presented at the May Council Meeting. Budget Workshops are scheduled for May 16th and May 30th.
- The Town's Annual May River Cleanup is scheduled for May 4th from 9:00 – 11:00 am with lunch being provided to participants afterwards.
- The Town is starting two items related to our Process Improvements Action Agenda Item in our Strategic Plan.
    - The first is a Lean Process analysis of our permitting process from application to occupancy that will occur in May. The goal is to remove any unnecessary steps, streamline the process, and work to make it more customer friendly. This process will also provide training so we can do this for other processes throughout the town.
    - The second is to do a review of our Police Department's policies, procedures, and protocols. We are bringing in an ICMA partner agency to perform this review and anticipate that it will take about three months to complete.

Town Council/Town Attorney Related Meetings

- Weekly Mayor / Mayor Pro Tempore / Manager meetings.
- Councilman Hamilton, Councilman Wood, and staff attended the SOLOCO Meeting at the Hardeeville Town Hall. We received updates from Beaufort Memorial on their operations and plans that included moving forward with the construction of the proposed hospital at the intersection of Buckwalter and Bluffton Parkways. We will hear from groups about childcare needs in the region in May.
- Mayor Toomer, Police Chief, and I had our bi-monthly coffee meeting on April 2nd. We discussed some concerns he heard from citizens related to traffic enforcement, littering, and other minor items.
- Mayor Toomer and I attended the Beaufort County Hurricane Planning Session with county and municipal officials. The Town's Hurricane Preparedness Meetings will be held May 29th and June 5th at 8:00 am. Lt. Karafa will be presenting and is continuing to ensure we are prepared.

Updates and Miscellaneous Information

- Submitted request to our State Legislative Delegation for funding to assist the Police Department in their FY24-25 Budget. The purpose of the funding would go towards purchasing two additional K-9s. This would supplement the two new ones in process to have one K-9 per shift.
- The Town kicked off our Spring movie series on April 5th. We will continue these through the spring/summer with one each month.
- The Town had a Family Fun Day on April 13th with inflatables, food trucks, and games.
- Mayfest is scheduled for May 11th with road closures starting the evening of the 10th.

TOWN COUNCIL

STAFF REPORT
Projects and Watershed Resilience Department

MEETING DATE:	May 14, 2024
PROJECT:	Consideration of the May River Watershed Action Plan Advisory Committee's Recommendation for Town Council to Pursue a New Memorandum of Agreement with Beaufort County for Implementation of the May River Watershed Action Plan Throughout the May River Watershed
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects and Watershed Resilience

REQUEST: The May River Watershed Action Plan Advisory Committee (WAPAC) requests Town Council consider their recommendation to pursue a new Memorandum of Agreement (MOA) with Beaufort County for Implementation of the May River Watershed Action Plan throughout the May River Watershed as outlined in the attached Memorandum (Attachment 1).

BACKGROUND: At the August 24, 2023, meeting, WAPAC unanimously voted on a list of recommendations for Town Council's consideration to include in the Strategic Plan Fiscal Year (FY) 2024-2025. During the November 2, 2023, Town Council Strategic Planning Workshop, Council agreed to add the Memo of WAPAC's recommendations into the FY 2024-2025 Strategic Plan and to consider each WAPAC recommendation once prioritized and fully developed.

WAPAC prioritized "Establish an agreement with Beaufort County to implement the May River Watershed Action Plan (Action Plan) within the County's jurisdiction of the watershed for both structural stormwater projects and non-structural programs such as implementing the Green Print Map with the Rural & Critical Lands Program" as a Town Strategic Plan recommendation. At their March 28, 2024, meeting, the Committee unanimously voted to recommend Town Council pursue establishing a new MOA with Beaufort County for implementation of the May River Watershed Action Plan throughout the May River Watershed as outlined in Attachment 1.

NEXT STEPS: If Council agrees to implement WAPAC's recommendation:

- Staff will evaluate existing agreements with Beaufort County and pursue, as necessary, a new MOA with the elements outlined in the attached Memorandum titled "WAPAC Recommendation to Establish a New MOA with Beaufort County to Implement the May River Watershed Action Plan."
- Town Council considers authorizing a new MOA with Beaufort County to implement the May River Watershed Action Plan throughout the May River Watershed with the goal of improving water quality and protecting and restoring shellfish beds for the ecological and recreational functions and benefits in the May River.

SUMMARY: This project originated from the 2025-2026 Strategic Plan and WAPAC recommendations. It is supportive of the following guiding principles of the Town:

- Community Quality of Life #5. Foster town policies and practices that encourage environmentally conscious initiatives, policies and town codes that support a clean, well-maintained, sustainable community that protects our natural resources including the May River.
- 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.
- May River & Surrounding Rivers and Watersheds Guiding Principle #2. Seek collaboration and partnerships that protect and improve the May, Okatie/Colleton and New Rivers and their watershed.
- May River & Surrounding Rivers and Watersheds Guiding Principle #4. Support active planning and management for resilience of natural resources and our response to weather events, future disasters and changing environmental conditions.

Consistent with these Guiding Principles, WAPAC is recommending Town Council pursue a new MOA with Beaufort County Government to implement the May River Watershed Action Plan throughout the May River Watershed. This MOA should provide the framework for cooperation between the Town of Bluffton and Beaufort County to implement structural and non-structural programs to improve water quality and protect and restore shellfish beds for the ecological and recreational functions and benefits in the May River and surrounding watersheds.

ATTACHMENTS:

1. WAPAC Memorandum “WAPAC Recommendation to Establish a New MOA with Beaufort County to Implement the May River Watershed Action Plan”
2. Proposed Motion

MEMORANDUM

TO: Town Council

FROM: Stan Rogers, Chair, May River Watershed Action Plan Advisory Committee (WAPAC)

RE: WAPAC Recommendation to Establish a New Memorandum of Agreement (MOA) with Beaufort County to Implement the May River Watershed Action Plan throughout the watershed

DATE: MARCH 28, 2024

CC: Stephen Steese, Town Manager
Heather Colin, Assistant Town Manager
Kim Washok-Jones, Director of Projects & Watershed Resilience
Bill Baugher, Watershed Management Division Manager
Beth Lewis, Water Quality Program Manager

As voted on during the March 28, 2024, meeting, WAPAC recommends that the Town of Bluffton pursue a new agreement with Beaufort County Government to implement the "May River Watershed Action Plan Update and Model Report" within the County's jurisdiction of the May River Watershed.

This agreement should provide the framework for cooperation between the Town of Bluffton and Beaufort County to implement structural and non-structural programs to improve water quality and protect and restore shellfish beds for the ecological and recreational functions and benefits in the May River and surrounding watersheds.

This agreement should build upon previous agreements and partnership efforts. It should:

- Acknowledge the importance of the May River and surrounding watersheds to both jurisdictions' social and economic well-being, the close connection between the quality of the May River and the environment and human health, and the need to address water quality impairments regionally.

- **Reaffirm** the Town of Bluffton's and Beaufort County's determination to protect, restore, and enhance water quality in the May River and surrounding watersheds.
- **Emphasize** the need to strengthen efforts to address new and continuing threats to the quality of the May River and surrounding watersheds, including but not limited to nutrients, climate change impacts, and loss of habitats and species.
- **Recognize** that the May River and surrounding watersheds must be restored and protected because of its commerce and recreation benefits to the community.
- **Conclude** that the best way to preserve and improve water quality in the May River and surrounding watersheds is to adopt common objectives, develop and implement cooperative programs, and take other compatible measures.

Within this agreement, the WAPAC believes that the Town of Bluffton and Beaufort County should explore activities, programs, or strategies to address the following areas:

1. Septic to sewer/sewer projects
2. Fresh and saltwater wetland protections and restoration initiatives
3. Abandoned boats and structures
4. County infrastructure projects - look at opportunities like Bridge Street water quality Best Management Practice (BMP)
5. Tree protections
6. Trash haulers/litter
7. Stormwater credit for upgrading buffers around ponds
8. Resiliency-related initiatives
    - Nature-based solutions
9. Shellfish restoration initiatives

WAPAC believes that a new agreement with Beaufort County will help achieve the May River Watershed Action Plan objectives and protect shellfish beds for the ecological and recreational functions and benefits in the May River and surrounding watersheds.

Proposed Motion

Consideration of the May River Watershed Action Plan Advisory Committee's Recommendation for Town Council to Pursue a New Memorandum of Agreement with Beaufort County for Implementation of the May River Watershed Action Plan Throughout the May River Watershed.

*"I move to **[Approve, Approve with Conditions, or Deny]** WAPAC's recommendation to Pursue a New Memorandum of Agreement (MOA) with Beaufort County to Implement the May River Watershed Action Plan containing the elements outlined in WAPAC's Memorandum."*