



Regular Town Council Meeting

Tuesday, July 08, 2025 at 5:00 PM

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

AGENDA

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. INVOCATION

IV. ADOPTION OF THE MINUTES

- [1.](#) Regular Meeting Minutes of 06/10/2025

V. PRESENTATIONS, CELEBRATIONS, AND RECOGNITIONS

1. Beaufort County School District Character Student of the Month - Mayor Larry Toomer
- [2.](#) Introduction of New Employees, Promotions, and Interns - Anni Evans, Director of Human Resources
3. Town Investment Portfolio Update - First Citizens Wealth,
Neil Chapman, Senior Portfolio Strategist and Grant Catoe, Institutional Consultant

VI. PUBLIC COMMENT

VII. COMMUNICATIONS FROM MAYOR AND COUNCIL

VIII. WORKSHOP AGENDA ITEMS

- [1.](#) Performing Arts Feasibility Study Report - Ryan Johnson, Project Manager, Johnson Consulting

IX. PUBLIC HEARING & FINAL READING

X. FORMAL AGENDA ITEMS

- [1.](#) Consideration of a Resolution of Support for a Childcare and Early Learning Project Utilizing the Tri Share Funding Model. - Chris Forster, Assistant Town Manager

XI. CONSENT AGENDA ITEMS

- [1.](#) Monthly Department Reports: Police, Finance and Administration, Human Resources, Municipal Court, Projects & Watershed Resilience, Public Services, Don Ryan Center for Innovation, and Growth Management
- [2.](#) Town Manager Monthly Report
- [3.](#) Consideration of a Resolution Authorizing Acceptance of Easement Donations from Property Owners Necessary to Complete the New Riverside Barn Park Public Services Building Project - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
- [4.](#) Consideration of a Resolution Authorizing Acceptance of Easement Donations from Property Owners Necessary to Complete the Pritchard Street Streetscape Project. - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
- [5.](#) Consideration of a Resolution Authorizing an Intergovernmental Cost Share Agreement with Beaufort County School District to complete the Pritchard Street Streetscape Project - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
- [6.](#) Consideration of a Resolution Authorizing an Easement from Heritage at New Riverside Community Association to Complete the New River Linear Trail Project - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
- [7.](#) Consideration of an Ordinance for a Non-Exclusive Easement over Certain Real Property Owned by the Town of Bluffton Consisting of Parcels R610-028-000-0018-0000 in Favor of K. Hovnanian's Four Seasons at Carolina Oaks to connect the Four Seasons' Boardwalk to the New River Trail – First Reading - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
- [8.](#) Consideration of a Resolution Appointing Walter Nester III to the Military Enhancement Committee for a Three-Year Term - Stephen Steese, Town Manager
- [9.](#) Consideration of Proposed Amendments to The Town of Bluffton Municipal Code of Ordinances, Chapter 4 – Animals, to Align with Beaufort County's Ordinance. First Reading, Heather Colin, Assistant Town Manager

XII. EXECUTIVE SESSION

1. Legal Advice Regarding Contractual Negotiations Involving the Verdier Development Agreement (Pursuant to SC Freedom of Information Act 30-4-70 [a] [2])
2. Legal Advice Regrading Emergency Declarations (Pursuant to SC Freedom of Information Act 30-4-70 [a] [2])

XIII. ACTION FROM EXECUTIVE SESSION**XIV. ADJOURNMENT**

NEXT MEETING DATE: Tuesday, August 12, 2025

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

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

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

**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. To submit a public comment online, please click here:*

<https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60>

Public comment is limited to 3 minutes per speaker.

Regular Town Council Meeting

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

June 10, 2025

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Toomer.

III. INVOCATION

The Invocation was given by Councilmember Frazier.

IV. ADOPTION OF THE MINUTES

1. Regular Meeting Minutes of 05/13/2025

A motion made by Mayor Pro-Tempore Wood; Seconded by Councilmember Hamilton to approve the Regular Meeting Minutes of 05/13/2025 as submitted.

Town Council unanimously approved the minutes as submitted.

2. Budget Workshop Meeting Minutes 5/22/2025

A motion made by Councilmember Hamilton; Seconded by Councilmember Burden to approve the Budget Workshop Meeting Minutes of 05/22/2025 as submitted.

Town Council unanimously approved the minutes as submitted.

3. Budget Workshop Meeting Minutes 5/27/2025

A motion made by Councilmember Burden; Seconded by Mayor Pro-Tempore Wood to approve the Budget Workshop Meeting Minutes of 05/27/2025 as submitted.

Town Council unanimously approved the minutes 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 Allyson Mendes, 2nd grade student from Red Cedar Elementary for the character trait of forgiveness.

2. Letter of Commendation, American Heritage Girls - Mayor Larry Toomer

Mayor Larry Toomer, on behalf of Town Council, presented a Letter of Commendation to Diana Tisdell as a testament to her remarkable achievements. Ms. Trisdell is a member of the American Heritage Girls.

3. Juneteenth Proclamation - Mayor Larry Toomer

Mayor Larry Toomer, on behalf of Town Council, presented the Juneteenth Proclamation, accepted by Angie Douglas.

4. National Gun Violence Awareness Day Proclamation - Mayor Larry Toomer

Mayor Larry Toomer, on behalf of Town Council, presented the National Gun Violence Awareness Day Proclamation, accepted by Ron Trawinski.

5. Gullah Geechee Heritage Month Celebration - Mayor Larry Toomer

Mayor Larry Toomer, on behalf of Town Council, presented the Gullah/Geechee Heritage Month Proclamation to Queen Quet, Chiefess of the Gullah/Geechee Nation.

Queen Quet was unable to attend the meeting.

VI. PUBLIC COMMENT

Mayor Toomer redirected the Public Comment period portion to agenda item - IX. Public Hearing & Final Reading - Item #2.

All public comments were directly related to the specific item.

VII. COMMUNICATIONS FROM MAYOR AND COUNCIL

VIII. WORKSHOP AGENDA ITEMS

There were no workshop agenda items.

IX. PUBLIC HEARING & FINAL READING

1. Consideration of an Ordinance Approving the Town of Bluffton Fiscal Year 2026 Proposed Consolidated Budget – Public Hearing and Final Reading – Stephen Steese, Town Manager

Motion made by Councilmember Burden; Seconded by Councilmember Hamilton to approve an ordinance for the Town of Bluffton Fiscal Year 2026 Proposed Consolidated Budget.

Town Council unanimously approved the second and final reading of the Fiscal Year 2026 Consolidated Budget (\$97,521,514).

2. Consideration of an Ordinance to Amend 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 Interpretations, Sec. 9.2 (Defined Terms). Public Hearing and Final Reading - Kevin Icard, Director of Growth Management

A 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. 5.3 (Tree Conservation, Planting & Landscaping), Sec. 5.4 (Wetlands) and Sec. 5.10 (Stormwater); and Article 9 – Definitions and Interpretation, Sec. 9.2 (Defined Terms) as amended from first reading.

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

During the First and Second Call for Public Comment the following individuals spoke:

Kenzie Poole 510 Live Oak Drive, Mount Pleasant - Representing the South Carolina Environmental Law Project. Ms. Poole spoke in favor of the amendments to the UDO relating to wetlands and stormwater. She also reiterated several statements regarding the South

Carolina Environmental Law Project's (SCELP) topic previously submitted to Town Council on February 25, 2025.

Grant McClure 1511 Sycamore Street – Representing the Coastal Conservation League addressed council in support of the amendment.

Ronald Williams 24 Hampstead Ave, Joe Almeida 243 Stoney Xing, Frank Byrd Colleton River, Scott Thomas 43 Rose Dhu Creek Plantation Drive, Steve Kiser 67 Myrtle Island, Walter Nester 4 Clark's Summit Drive and Burr & Forman LLP - Representing the Church of the Cross addressed council opposing the amendments to the UDO for the Wetlands ordinance.

Jake Reed 20 Ivory Elm Stroll and John Reed 38 Minuteman Drive - Representing of Reed Entitles, Will Howard 65 Red Cedar Street - Representing Palmetto Bluff, Ben Kennedy 217 Able Street, George Ward 217 Palmetto Bluff Road, and Tom Zinn of Beaufort addressed council opposing the amendments to the UDO for the Wetlands ordinance amendment.

3. Consideration of an Ordinance to Amend the Town of Bluffton Code of Ordinances, Chapter 23 - Unified Development Ordinance, Article 4, Section 4.3 Uses by District to Allow Schools in the Preserve (PR) District. Public Hearing and Final Reading - Kevin Icard, Director of Growth Management

A motion made by Councilmember Burden, Seconded by Councilmember Hamilton to approve the amendments to the Town of Bluffton Code of Ordinances Chapter 23 – Unified Development Ordinance, Article 4 – Zoning Districts, Table 4.3 (Uses by District) to Add Schools as a Permitted Use in the Preserve (PR) Zoning District.

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

4. Consideration of Ordinances for that Certain Real Property Owned by Beaufort County School District, Consisting of a Total of 24.12 Acres, More or Less, Located at 1105 Bluffton Parkway and Bearing Beaufort County Tax Map Nos. R600 029 000 011A 0000, R600 029 000 1736 0000 and R600 029 000 0034 0000 into the Town of Bluffton corporate limits. Public Hearing and Final Reading - Kevin Icard, Director of Growth Management

For the Following Applications:

A. Consideration of 100% Annexation Request to Annex the Subject Properties into the Town of Bluffton Corporate Limits; and,

A motion made by Councilmember Hamilton, Seconded by Mayor Pro-Tempore Wood to approve second and final reading of the ordinance for the annexation of the Beaufort County School District property consisting of a total of 24.12 Acres, more or less, located at 1105 Bluffton Parkway and bearing Beaufort County Tax Map Nos. R600 029 000 011A 0000, R600 029 000 1736 0000 and R600 029 000 0034 0000 into the Town of Bluffton corporate limits.

Town Council unanimously approved the ordinance.

B. Consideration of Zoning Map Amendment to Rezone the Subject Properties Listed Above and R610 029 000 0012 0000 and R610 029 000 0084 0000 to the Preserve (PR) District

A motion made by Councilmember Frazier, Seconded by Councilmember Hamilton to approve the second and final reading of the ordinance for the amendment to the Official Zoning Map

for the Beaufort County School District Property approximately 77.93 Acres, more or less, consisting of the 24.12 Acres, more or less, located at 1105 Bluffton Parkway and bearing Beaufort County Tax Map Nos. R600 029 000 011A 0000, R600 029 000 1736 0000 and R600 029 000 0034 0000 which are under consideration for annexation as well as those adjacent properties consisting of the 53.731 acres, more or less, located at 3050 River Ridge Drive and Bearing Beaufort County Tax Map Nos. R610 029 000 0012 0000, R610 029 000 0084 0000, R610 029 000 1780 0000, and R610 029 000 0612 0000 to the Preserve (PR) District Pursuant to the Unified Development Ordinance ("UDO").

Town Council unanimously approved the ordinance.

X. FORMAL AGENDA ITEMS

1. Consideration of an Ordinance Amending Chapter 2 – Administration, Article IX – Purchasing. Second and Final Reading – Chris Forster, Assistant Town Manager

A motion made by Mayor Pro-Tempore Wood; Seconded by Councilmember Burden to approve the second and final reading of the Ordinance amending the Town of Bluffton Code of Ordinances, Chapter 2 – Administration, Article IX - Purchasing.

Town Council unanimously approved this ordinance.

2. Consideration of the Exercise of Contract Extension for One Five-Year Term with Waste Management. - Chris Forster, Assistant Town Manager

A motion made by Councilmember Frazier, Seconded by Councilmember Hamilton to approve a resolution authorizing the Town Manager to enter into a contract amendment with Waste Management of Georgia, Inc. renewing for a five-year term.

Town Council unanimously approved the resolution with Waste Management of Georgia Inc.

3. Consideration of an Ordinance Authorizing an Economic Development Incentive Agreement Between the Town of Bluffton and Sunshine Bluffton Group, LLC. Second and Final Reading – David Nelems, CEO of DRCI

A motion made by Mayor Pro-Tempore Wood, Seconded by Councilmember Burden to approve second and final reading of an Ordinance authorizing an Economic Development Grant Incentive Agreement between the Town of Bluffton and Sunshine Bluffton Group, LLC of 17,000 square feet of Childcare Space situated within the Washington Square PUD on Buckwalter Parkway.

Town Council unanimously approved this ordinance.

4. Consideration of an Ordinance Authorizing an Economic Development Incentive Agreement Between the Town of Bluffton and Ninety Seven, LLC. Second and Final Reading – David Nelems, CEO of DRCI

A motion made by Councilmember Burden, Seconded by Mayor Pro-Tempore Wood to approve second and final reading of an Ordinance authorizing an Economic Development Grant Incentive Agreement between the Town of Bluffton and Ninety Seven, LLC for renter-occupied workforce/affordable housing located at 97 Goethe Rd.

Town Council unanimously approved this ordinance.

5. Consideration of Ordinance Amending Chapter 6 – Businesses and Business Regulations, Article III – Soliciting and Mobile Vending. Second and Final Reading – Natalie Majorkiewicz, Director of Finance & Administration

A motion made by Councilmember Hamilton, Seconded by Councilmember Frazier to approve an Ordinance amending the Town of Bluffton Code of Ordinances, Chapter 6, Business and Business Regulations, Article III, Soliciting and Mobile Vending as presented.

Town Council unanimously approved this ordinance amendment.

6. Consideration of a Three-Party Intergovernmental Agreement for Indigent Defense Representation at the Town of Bluffton Municipal Court with the Law Office of Carol A. Miller and City of Beaufort. - Lisa Cunningham, Clerk of Court

A motion made by Councilmember Frazier, Seconded by Councilmember Hamilton to approve the Resolution authorizing the Town Manager to sign the Three-Party Intergovernmental Agreement for Indigent Defense Representation at the Town of Bluffton Municipal Court with the Law Office of Carol A. Miller and City of Beaufort.

Town Council unanimously approved the Intergovernmental Agreement for Indigent Defense Representation with the Town of Bluffton Municipal Court with the Law Office of Carol A. Miller and City of Beaufort.

7. Consideration of Accommodations Tax Advisory Committee Funding Recommendations for Quarter Ending March 31, 2025. - Natalie Majorkiewicz, Director of Finance & Administration

Motion 1 - A motion made by Mayor Pro-Tempore Wood, Seconded by Councilmember Frazier to grant the Hilton Head Symphony Orchestra \$48,781 in support of the 2025 Bluffton Concerts as presented in the staff report breakdown for advertising and promotion of tourism and facilities for civic and cultural events expenses.

Town Council unanimously approved the recommended funding.

Motion 2 - A motion made by Councilmember Hamilton, Seconded by Mayor Pro-Tempore Wood to grant Historic Bluffton Foundation \$50,000 for fiscal year 2026 application from July 1, 2025 through June 30, 2025, for operational expenses for the Heyward House Museum.”

Town Council unanimously approved the recommended funding.

Motion 3 - A motion made by Councilmember Hamilton, Seconded by Councilmember Burden to grant the Town of Bluffton \$257,304 for the Sarah Riley Hooks Cottage Restoration project as presented in the Staff Report breakdown.

Town Council unanimously approved the recommended funding.

Motion 4 - A motion made by Mayor Pro-Tempore Wood, Seconded by Councilmember Hamilton to grant BlacQuity SC \$27,000 in support of the 2025 Roots and Rivers Festival event as presented in the Staff Report breakdown.

Councilmember Frazier recused herself from this item. Town Council approved the recommended funding.

Motion 5 - A motion made by Councilmember Hamilton, Seconded by Mayor Pro-Tempore Wood to grant the Bluffton MLK Observance Committee \$23,000 in support of the Bluffton 10th Annual Juneteenth event as presented in the Staff Report breakdown for advertising and promotion of tourism, facilities for civic and cultural events expenses, public facilities, and tourist transportation.

Councilmember Frazier recused herself from this item. Town Council approved the recommended funding.

8. Consideration of a Resolution for Exercise of a Contract Extension for One Two-Year Term and Fiscal Year 2026 Annual Marketing Plan Presented by the Destination Marketing Organization.
- Ariana Pernice, Vice-President Visitor & Convention Bureau, Hilton Head Island-Bluffton Chamber of Commerce and Natalie Majorkiewicz, Director of Finance & Administration

A motion made by Councilmember Frazier, Seconded by Mayor Pro-Tempore Wood to approve a Resolution for the FY2026 Budget and Marketing Plan and renew Contract 2022-35 for the two-year renewal term for the Hilton Head Island-Bluffton Chamber of Commerce to continue to serve as the Town of Bluffton's Designated Marketing Organization.

Town Council unanimously approved the resolution for renewal with the Hilton Head Island-Bluffton Chamber of Commerce as the Town of Bluffton's Designated Marketing Organization.

9. Consideration of an Intergovernmental Agreement with South Carolina Municipal Insurance and Risk Financing Fund for Risk Sharing (SCMIRF) for Property and Casualty Coverage Including Tort Liability and Automobile Coverage for the Town of Bluffton - Steven Pecko, Accounting & Risk Manager

A motion made by Councilmember Frazier, Seconded by Councilmember Hamilton approve a resolution authorizing the Town Manager to approve an Intergovernmental Agreement to participate in the South Carolina Municipal Insurance and Risk Financing Fund.

Town Council unanimously agreed to approve the Intergovernmental Agreement with the South Carolina Municipal Insurance and Risk Financing Fund.

10. Approval to Authorize a Construction Contract with Nix Construction Company, Inc. for Construction of the New River Linear Trail (Fiscal Impact: \$4,108,518.11). - Pat Rooney, Capital Improvements Program Manager

A motion made by Mayor Pro-Tempore Wood, Seconded by Councilmember Frazier to approve authorizing the Town Manager to enter into a Contract with Nix Construction Company, Inc. for the Construction of the New River Linear Trail for a total fiscal impact of \$4,108,518.11, which includes a 20% contingency.

Town Council unanimously agreed to enter into the contract with Nix Construction Company, Inc.

XI. CONSENT AGENDA ITEMS

A motion made by Councilmember Frazer; Seconded by Councilmember Hamilton to approve the Consent Agenda as submitted.

Town Council unanimously approved the 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
3. Consideration of Memoranda of Agreement Renewals Between the Town of Bluffton and Intergovernmental Entities and Non-Profits Including the University of SC Beaufort, Beaufort County School District, The Law Office of Darrell Thomas Johnson Jr., LLC, and Bluffton Township Fire District. - Chris Forster, Assistant Town Manager
4. Consideration of a Contract Renewal with Ralph E. Tupper for Judicial Services for the Town of Bluffton Municipal Court. - Lisa Cunningham Clerk of Court
5. Consideration of a Contract Renewal with Mary E. Sharp for Judicial Services for the Town of Bluffton Municipal Court. - Lisa Cunningham, Clerk of Court
6. Consideration of a Resolution Authorizing the Renewal of a Memorandum of Agreement between Beaufort County and the Town of Bluffton Regarding the Sharing of Responsibility of Minimum Control Measures Required in the National Pollutant Discharge Elimination System Permit Requirement for South Carolina Permit #SCR030000. - Kimberly Washok-Jones, Director of Projects & Watershed Resilience
7. Consideration of Approval of a Resolution to Update the Town of Bluffton Employee Handbook - Anni Evans, Director of Human Resources
8. Consideration of a Proposed Lighting Agreement with Dominion Energy for the Affordable Housing Project located at 1095 May River Road (Fiscal Impact: \$94,957.20 over a 10-year term) – Heather Colin, Assistant Town Manager
9. Consideration of a Proposed Lighting Agreement with Dominion Energy for the Pritchard Street Streetscape Project (Fiscal Impact: \$134,003.30 over a 10-year term). - Kimberly Washok-Jones, Director of Projects and Watershed Resilience

XII. EXECUTIVE SESSION

A motion made by Councilmember Frazier; Seconded by Mayor Pro-Tempore Wood to enter Executive Session.

1. Personnel Matters Regarding Town Council Appointments of Boards, Committees, and Commissions (Pursuant to Freedom of Information Act 30-4-70 [a][1])
2. Discussion Relating to Proposed Access Encroachments in Old Town for the Purpose of Street Right-of-Way (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])
3. Discussions Relating to Arrangements for Proposed Land Acquisition in the Area of Old Town (Pursuant to SC Freedom of Information Act 30-4-70 [a] [2])

4. Personnel Matters Relating to Town Manager Annual Review (Pursuant to SC Freedom of Information Act 30-4-70[a][1])

XIII. ACTION FROM EXECUTIVE SESSION

1. Personnel Matters Regarding Town Council Appointments of Boards, Committees, and Commissions (Pursuant to Freedom of Information Act 30-4-70 [a][1])

A motion made by Councilmember Burden, Seconded by Mayor Pro-Tempore Wood to appoint or reappoint the following members of the Boards, Committees, and Commissions:

Appoint Lisa Sulka to the Historic Preservation Commission with a term expiring June 30, 2028.

Reappoint the following citizens to the Town's Boards, Commissions and Committees with all terms expiring June 30, 2028:

Ellen Shumaker to the Accommodations Tax Advisory Committee.

Dan Ciuffreda to the Beautification Committee.

Scott Middleton, David Donnell and Mike Vaccaro to the Construction Board of Adjustments and Appeals.

Charlie Wetmore and Jim Flynn to the Planning Commission.

George Bailey to the Law Enforcement Citizens Advisory Committee.

Brynne Bowler, Pam Davis and Rockelle Henderson to the Public Art Committee.

Annelore Harrell to the Wall of Honor Committee.

2. Personnel Matters Relating to Town Manager Annual Review (Pursuant to SC Freedom of Information Act 30-4-70[a][1])

Motion made by Mayor Tempore Dan Wood; Seconded by Councilmember Emily Burden increase the salary of Stephen Steese, Town Manager, to \$192,000, his new contract be extended for 2 years with a 1-year extension, similar to the current contract, that he receives the same cost of living raise that other employees receive, and the other terms of the contract be repeated.

Town Council unanimously approved the motion.

XIV. ADJOURNMENT

A motion made by Councilmember Hamilton; Seconded by Councilmember Burden to adjourn the meeting at 9:53 PM.

Town Council – New Employee and Promotions
July 2025

CUSTOMER SERVICE: Kevin Icard Introduces

*Promotions

GROWTH MANAGEMENT: Kevin Icard Introduces

*Promotions

BUILDING SAFETY: Kevin Icard Introduces

*Promotions

PLANNING: Kevin Icard Introduces

*Promotions

EXECUTIVE: Stephen Steese Introduces

*Promotions

Lyndee Simoneaux promoted from Special Events Welcome Center Manager to Director of Events and Venues effective 07.01.2025

CHRIS FORSTER INTRODUCES

Paul Arvantides promoted from Director of Innovation Services to CEO of DRCI effective 07.01.2025

PUBLIC SERVICES: Larry Beckler Introduces

Cinthia Mendieta

Department: Public Services
Job Title: Public Services Worker II – Grounds Maintenance
Reporting to: David Mack
Prior Employment: Landscaper at The Greenery

*Promotions

COURT:

WATERSHED/PROJECT MANAGEMENT: Kim Jones Introduces

DRCI: Paul Arvantides Introduces

*Promotions

EVENTS AND VANUES: Lyndee Simoneaux Introduces**Ross Patterson**

Department: Communications and Community Outreach

Job Title: Part-Time Garvin Garvey House Docent

Reporting to: Lyndee Simoneaux

Prior Employment: Head Docent at The Garvin Garvey House

Education: MBA from Campbell University

David Berver

Department: Communications and Community Outreach

Job Title: Part-Time Garvin Garvey House Docent

Reporting to: Lyndee Simoneaux

Prior Employment: Program and Logistics Coordinator at Arlington Soccer Association

Education: Bachelor of Arts in Speech Communication from Geroge Washington University

***Promotions**

LeeAnn Lennek promoted from Welcome Center Coordinator to Welcome Center Asst. Manager effective 07.01.2025

FINANCE: Natalie Majorkiewicz Introduces***Promotions**

Shannon Milroy promoted from Budget Grant/Procurement Admin to Budget and Procurement Manager effective 07.01.2025

HR:**Sharon Murray**

Department: Human Resources

Job Title: Human Resources Intern

Reporting to: Anni Evans

Prior Employment: Self-Employed Barber

Education: Currently obtaining her Bachelor's Degree in Accounting and HR Management from University of South Carolina

Peyton Chrjapin

Department: Public Services

Job Title: Public Services Intern

Reporting to: Larry Beckler

Prior Employment: Front Store Clerk at Publix

Education: Currently obtaining his High School Diploma from May River High School

Zoe Stevenson

Department: Communications and Community Outreach
Job Title: Welcome Center Intern
Reporting to: Lyndee Simoneaux
Prior Employment: Social Media Specialist at Beaufort County SC Republican Party Office
Education: Currently obtaining her Bachelor’s Degree in Political Science from Anderson University

Dior Shelton

Department: Finance
Job Title: Finance Intern
Reporting to: Natalie Majorkiewicz
Prior Employment: AAU Asst. Basketball Coach/Trainer at H2 Basketball
Education: Currently obtaining her Master’s Degree from Limestone University

Ryan Deegan

Department: Finance
Job Title: Finance Intern
Reporting to: Natalie Majorkiewicz
Prior Employment: First Mate at Island Head HHI
Education: Currently obtaining his Bachelor’s Degree in Financial Management and Accounting from the Clemson University

Ransom Albertson

Department: Finance
Job Title: Finance Intern
Reporting to: Natalie Majorkiewicz
Education: Currently obtaining his High School Diploma from Choate Rosemary Hall

Angelina Cardone

Department: Police Department
Job Title: Police Department Intern
Reporting to: Jaycee Ruiz
Prior Employment: Cashier at Tropical Smoothie
Education: Currently obtaining her Bachelor’s Degree in Sociology from University of South Carolina Beaufort

IT:

COMMUNICATION AND COMMUNITY OUTREACH : **Debbie Szpanka** **Introduces**

POLICE DEPARTMENT : **Chief Babkiewicz** **Introduces**

Michael Smalley

Department: Police Department
Job Title: Police Recruit
Reporting to: Sgt. Matt Ferrelli
Prior Employment: HVAC Installer Apprentice with Pyramid Air Conditioning, Deer Park, NY

BPD Promotions

Ed King promoted from Police Officer to Police Corporal effective 02.20.2025

Terry Harden promoted from Police Officer to Police Corporal effective 02.20.2025

Josef Reinl promoted from Police Officer to Police Corporal effective 04.17.2025

Anthony Polo promoted from Intern to Police Recruit effective 05.01.2025

TOWN COUNCIL



STAFF REPORT
Executive Department

MEETING DATE:	July 8, 2025
PROJECT:	Workshop Presentation of the Performing Arts Feasibility Study Report
PROJECT MANAGER:	Chris Forster, MPA, CPFO, CGFM, Assistant Town Manager

BACKGROUND:

The objective of this feasibility study is to assess the viability of establishing a Performing Arts Center (PAC) in Bluffton, South Carolina. Through extensive market research, stakeholder outreach, and facility analysis, this study presents a data-driven foundation to support the planning and potential development of a PAC that is flexible, community-oriented, and financially sustainable. The proposal document submitted to the Town of Bluffton by Johnson Consulting outlines a detailed list of services for the study. Broadly, the objective of the study is to answer the following questions:

- What is the overall assessment of the market?
- What size and type of facility can the market support?
- Who will utilize the venue and what are their needs, desires, and expectations?
- What will be the demand strategy for the venue?

The Town of Bluffton, South Carolina, is considering the development of a new Performing Arts Center (PAC) to serve its rapidly growing population and increasingly vibrant arts and cultural community. This feasibility study, prepared by Johnson Consulting, evaluates the market demand, sustainability, and economic potential of such a facility. The study aims to provide actionable insights and recommendations to guide Bluffton's leadership in determining the appropriate scale, programming, and strategic direction for the PAC.

Bluffton has undergone significant demographic growth, more than doubling its population since 2010. It is also part of a larger regional economy that includes Hilton Head Island and the broader Lowcountry tourism market. Despite strong community interest in the arts and increasing demand for venues, Bluffton currently lacks a dedicated, flexible facility for performances, events, and community programming.

A new PAC can serve as both a cultural anchor and an economic catalyst. A new facility is expected to enhance the quality of life for residents, provide space for local and regional organizations, and contribute to Bluffton's appeal as a destination. Johnson Consulting's process included stakeholder engagement, a regional market assessment, competitive facility audits, industry trends analysis, and a strategic review of similar facilities nationwide.

This effort is part of the Town of Bluffton's broader goals to support community enrichment, enhance the arts ecosystem, and boost tourism and economic activity. The PAC is envisioned to fill current gaps in regional infrastructure by offering a high-quality, multi-use space for performances, meetings, educational programming, and private events.

KEY FINDINGS:

While the focus of this study was a PAC feasibility study, based on comprehensive research and stakeholder outreach, this report concludes that there is both a clear demand and a strong strategic case for developing a flexible, multi-use cultural and civic venue in Bluffton. The proposed venue should have two primary demand verticals: 1) performing arts and entertainment and 2) the flexibility to host conferences, meetings, and social events.

NEXT STEPS:

The next phase of work should include detailed business and financial analysis, site and program analysis, and refined conceptual and space planning. This includes forecasting operational performance, assessing the fiscal and economic impacts of the project, evaluating potential sites, and developing phasing strategies. These efforts should be paired with a comprehensive funding and implementation strategy that supports both capital development and ongoing operations.

As the project advances, ensuring operational and financial sustainability will be paramount. A public-private partnership model is recommended to balance public benefit with professional management expertise. Funding should be pursued through a diverse mix of public, private, nonprofit, philanthropic, and tourism-related sources. Revenue streams should be equally diverse, including ticket sales, space rentals, private events, sponsorships, memberships, and on-site amenities such as a café, studio space, or merchandise area. Securing one or more anchor tenants and pursuing naming rights or capital sponsorships will further enhance long-term viability.

Bluffton is uniquely positioned to develop a high-impact, flexible performing arts and events venue that addresses community needs, fills a critical gap in the regional venue landscape, and generates substantial economic and social benefits. The opportunity aligns with the Town's long-term goals of cultural enrichment, economic diversification, and enhanced quality of life. With strong leadership, coordinated stakeholder engagement, and a shared community vision, this initiative has the potential to serve as a cultural anchor and economic catalyst, providing not only artistic programming but also driving tourism, community engagement, and local spending in Bluffton.

ATTACHMENTS:

1. Feasibility Report

Feasibility Study for a Performing Arts Center Bluffton, SC

June 2025

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| 1. Introduction

Transmittal Letter

Re: Town of Bluffton Performing Arts Center Feasibility Study

Dear Mr. Forster:

C.H. Johnson Consulting, Inc. (Johnson Consulting) is pleased to submit this report to you regarding the Feasibility Study for Performing Arts Center in Bluffton, SC. Pursuant to our engagement, this report fulfills the scope of work outlined in the project proposal submitted by Johnson Consulting to the Town of Bluffton on November 25th, 2024.

Johnson Consulting has no responsibility to update this report for events, plan modifications, and circumstances occurring after the date of this report. The findings presented herein reflect analyses of primary and secondary sources of information. Johnson Consulting used sources deemed to be reliable but cannot guarantee their accuracy. Moreover, some of the estimates and analyses presented in this study are based on trends and assumptions, which can result in differences between projected results and actual results. Because events and circumstances frequently do not occur as expected, those differences may be material. This report is intended for the Clients' internal use and cannot be used for project underwriting purposes without Johnson Consulting's written consent.

We have enjoyed serving you on this engagement and look forward to providing you with continuing service.

Sincerely,

C.H. Johnson Consulting, Inc.

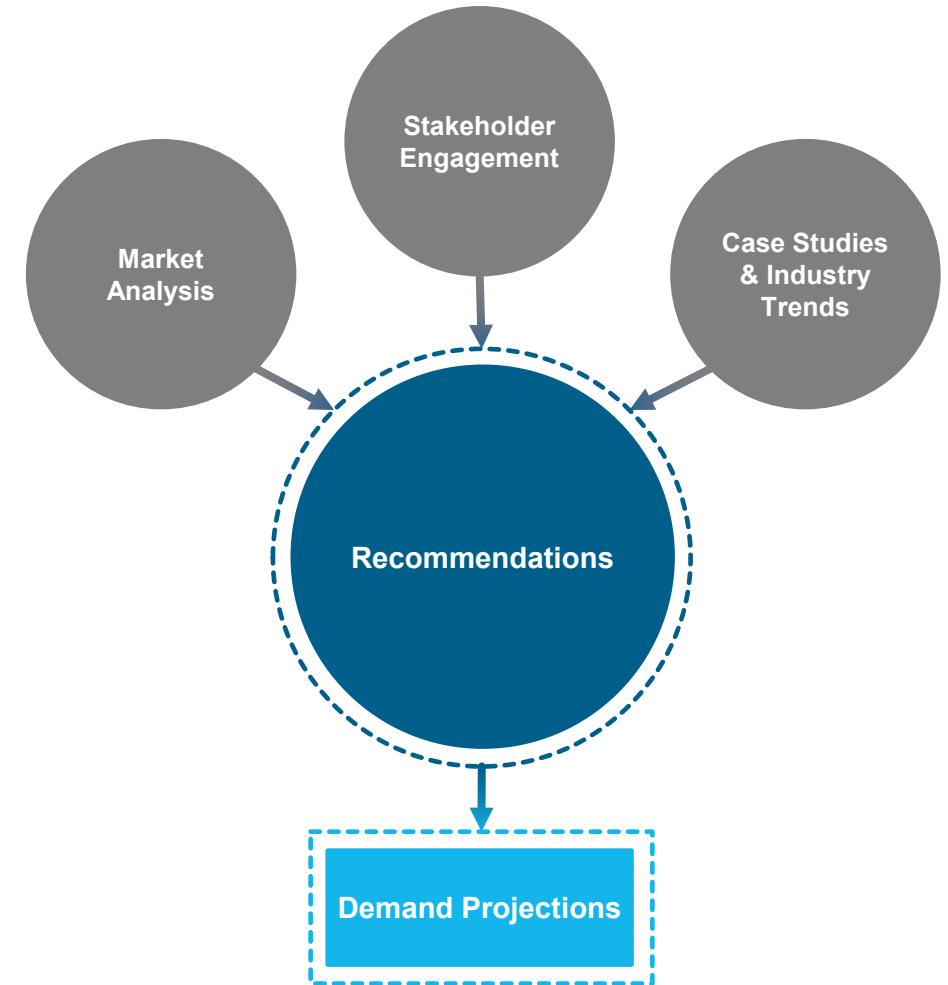
C.H. Johnson Consulting, Inc.

Study Introduction & Methodology

The objective of this feasibility study is to assess the viability of establishing a Performing Arts Center (PAC) in Bluffton, South Carolina. Through extensive market research, stakeholder outreach, and facility analysis, this study presents a data-driven foundation to support the planning and potential development of a PAC that is flexible, community-oriented, and financially sustainable. The proposal document submitted to the Town of Bluffton by Johnson Consulting outlines a detailed list of services for the study. Broadly, the objective of the study is to answer the following questions:

- What is the overall assessment of the market?
- What size and type of facility can the market support?
- Who will utilize the venue and what are their needs, desires, and expectations?
- What will be the demand strategy for the venue?

In order to answer the questions above, the Consulting Team developed and executed a comprehensive methodology for the study, which is illustrated by the figure on the right. The observations, analysis, and conclusions of the study will be presented throughout the remaining sections of this report.



Project Overview

The Town of Bluffton, South Carolina, is considering the development of a new Performing Arts Center (PAC) to serve its rapidly growing population and increasingly vibrant arts and cultural community. This feasibility study, prepared by Johnson Consulting, evaluates the market demand, sustainability, and economic potential of such a facility. The study aims to provide actionable insights and recommendations to guide Bluffton's leadership in determining the appropriate scale, programming, and strategic direction for the PAC.

Bluffton has undergone significant demographic growth, more than doubling its population since 2010. It is also part of a larger regional economy that includes Hilton Head Island and the broader Lowcountry tourism market. Despite strong community interest in the arts and increasing demand for venues, Bluffton currently lacks a dedicated, flexible facility for performances, events, and community programming.

A new PAC can serve as both a cultural anchor and an economic catalyst. A new facility is expected to enhance the quality of life for residents, provide space for local and regional organizations, and contribute to Bluffton's appeal as a destination. Johnson Consulting's process included stakeholder engagement, a regional market assessment, competitive facility audits, industry trends analysis, and a strategic review of similar facilities nationwide.

This effort is part of the Town of Bluffton's broader goals to support community enrichment, enhance the arts ecosystem, and boost tourism and economic activity. The PAC is envisioned to fill current gaps in regional infrastructure by offering a high-quality, multi-use space for performances, meetings, educational programming, and private events.



Photo provided by Visit Bluffton

| 1.1 Executive Summary

Executive Summary

Key Findings

While the focus of this study was a PAC feasibility study, based on comprehensive research and stakeholder outreach, this report concludes that there is both a clear demand and a strong strategic case for developing a flexible, multi-use cultural and civic venue in Bluffton. The proposed venue would have two primary demand verticals: 1) performing arts and entertainment and 2) the flexibility to host conferences, meetings, and social events. This multipurpose capability will ensure that the venue is as highly utilized as possible.

Market Assessment

Bluffton has experienced significant growth over the past decade, with the population increasing by 188 percent since 2010. Currently home to more than 31,000 residents, the town is part of a larger regional economy that includes Hilton Head Island and the Lowcountry tourism corridor. Bluffton's residents are notably affluent and well-educated, with a median household income of nearly \$100,000 and high levels of educational attainment. These characteristics correlate with increased participation in cultural activities and strong local spending on performing arts and entertainment. However, despite this favorable demographic profile, Bluffton lacks a dedicated performing arts venue or event facility capable of hosting mid-sized cultural, civic, and private events. As a result, a substantial portion of Bluffton's event attendance and spending currently flows to neighboring communities, particularly Hilton Head Island and downtown Savannah, creating an ongoing pattern of economic leakage.

Community Engagement and Stakeholder Feedback

The stakeholder engagement process revealed widespread and enthusiastic support for the development of a performing arts facility. Interviews and focus groups involving over 30 organizations, including arts nonprofits, educators, public officials, and local businesses, emphasized the need for a flexible, multi-use venue that can serve youth programs, professional performances, art exhibitions, conferences, fundraisers, and private events. Stakeholders consistently cited the lack of adequate venue infrastructure in Bluffton as a barrier to local cultural development and economic opportunity. There was broad consensus that a new facility should prioritize versatility, accessibility, and community access, allowing for a blend of public performances, educational programming, and rental availability for private and commercial use.

Executive Summary Continued

Competitive and Regional Landscape

A regional audit confirmed that Bluffton's current inventory of performance and event space is limited in both scale and quality. While neighboring Hilton Head Island and Savannah offer a number of venues, these are often geographically inconvenient for Bluffton residents or oriented toward larger-scale productions that do not serve local needs. Several nearby facilities, such as the May River Theatre, offer limited capacity and outdated infrastructure. New developments, such as USCB's proposed convocation center, are focused on athletics or campus-specific functions, leaving a gap for a purpose-built performing arts and events center with cultural and civic programming at its core.

Industry Trends and Case Study Insights

Current industry trends indicate a strong shift toward multi-purpose venue design, with emphasis on flexibility, technology integration, and inclusive, adaptable space. Facilities that can transform from performance mode to banquet or classroom use are proving to be more resilient, especially in smaller or regional markets. National case studies, such as the Cain Center for the Arts in Cornelius, NC, and the Chapman Cultural Center in Spartanburg, SC, reinforce the importance of mixed-use spaces that balance performance programming with community events, educational outreach, and rental income. These examples demonstrate that even in mid-sized towns, well-designed venues can succeed by embracing diversified programming and revenue streams.

Executive Summary Continued

Strategic Recommendations

From both a cultural and economic standpoint, a new Multipurpose Arts and Event Center in Bluffton represents a strategic opportunity. In addition to providing a much-needed platform for the town’s growing arts organizations and community groups, a new facility would help retain local spending and attract regional visitors. Its potential to host meetings, conferences, and private events adds further value by positioning Bluffton as a destination for both cultural enrichment and economic activity. Public investment will likely be required to launch the project, but the long-term outlook for revenue generation via programming, rentals, sponsorships, and philanthropy is promising.

Based on this study’s findings, Johnson Consulting recommends that the Town of Bluffton proceed with planning and design of a flexible, mid-sized Performing Arts and Event Center. The facility should be:

- Multi-use and modular, with convertible seating, meeting rooms, classrooms, studio space, and outdoor areas;
- Community-focused, offering access to local organizations, youth programs, and civic groups;
- Technologically advanced and future-ready, supporting hybrid and digital events and future expansion opportunities;
- Designed for financial sustainability, with diversified programming and revenue models;
- Located with accessibility, visibility, and expansion potential in mind.

These recommendations have resulted in the program shown at right, including a 10,000 SF multipurpose performance hall, supported by flexible meeting space. By strategically aligning with market demand, community aspirations, and best practices from across the country, Bluffton has the opportunity to create a vibrant cultural hub that strengthens its economy, enhances quality of life, and supports its long-term growth as a regional destination.

Town of Bluffton Multipurpose Arts and Events Center Proposed Program of Function Spaces			
Space	Size		Notes
Multipurpose Event / Performance Hall	10,000	SF	Features a 2,400 SF stage Divisible into three smaller spaces
<i>Seated Performance Capacity</i>	600	<i>Seats</i>	
<i>Banquet Event*</i>	800	<i>Attendees</i>	
<i>Tradeshow**</i>	50	<i>Booths**</i>	
Studio Theatre / Meeting Space	3,000	SF	
	175	<i>Seats</i>	

*6' round tables

10'x10' booths

Source: Johnson Consulting

Executive Summary Continued

Demand Projections

Based on the facility program detailed on the previous page, Johnson Consulting has developed a preliminary demand strategy with estimated event and attendance volume for the first 10 years of operations.

As shown, in Year 1, the proposed Multipurpose Arts & Event Center is expected to host 194 total events, including 104 arts and cultural education classes, resulting in total attendance of 29,250, or an average attendance of 152 per event.

In Year 5, the facility is estimated to host 226 events with 54,741 attendees, resulting in an average of 243 attendees per event. In Year 10, the facility can expect to host 234 events, attracting nearly 62,000 attendees, resulting in an average of 264 attendees per event.

Town of Bluffton Multipurpose Arts & Events Center Projected Event Demand

	Year 1	Year 5	Year 10
Ticketed Events	16	22	29
Internal Rentals	12	12	12
Community Partner/ Free Rentals	6	12	13
External Rentals	40	50	50
Free Events/ Performances	16	26	26
Subtotal Events	90	122	130
Arts & Culture Classes	104	104	104
Total	194	226	234

Source: Johnson Consulting

Town of Bluffton Multipurpose Arts and Events Center Projected Total Attendance

	Year 1	Year 5	Year 10
Ticketed Events	6,000	10,122	13,680
Internal Rentals	1,644	1,970	2,093
Community Partner/ Free Rentals	958	2,361	2,676
External Rentals	15,360	26,492	28,601
Free Events/ Performances	3,408	11,716	12,837
Subtotal	27,370	52,661	59,887
Cultural Arts Classes	2,080	2,080	2,080
Total	29,450	54,741	61,967

Source: Johnson Consulting

Town of Bluffton Multipurpose Arts and Events Center Estimated Average Attendance

	Year 1	Year 5	Year 10
Ticketed Events	375	452	475
Internal Rentals	137	164	174
Community Partner/ Free Rentals	171	197	209
External Rentals	384	534	567
Free Events/ Performances	213	458	486
Cultural Arts Classes	20	20	
Combined Average	152	243	

Source: Johnson Consulting

| 2. Market Assessment

| 2.1 Economic & Demographic Trends

Overview

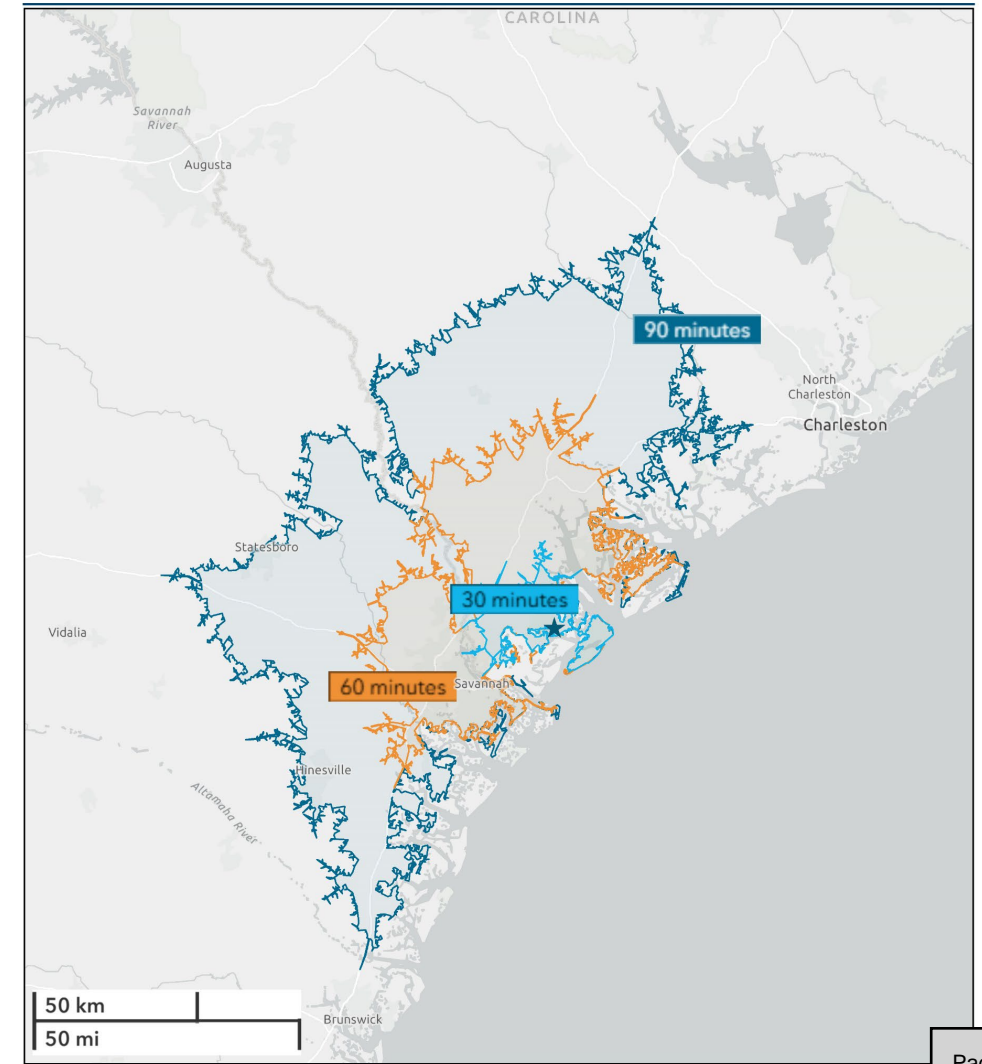
Bluffton is located in southeastern South Carolina on the May River, which flows into the Atlantic Ocean west of Hilton Head Island. Bluffton is located in the Lowcountry region of South Carolina, giving it a unique combination of tidal marshes and scenic riverfront views. From 2010 to 2024, Bluffton's population increased by 188 percent from 12,530 in 2010 to 36,146 in 2024. The town's scenic charm, mild climate and access to outdoor recreation have made it one of the fastest-growing communities in South Carolina. Bluffton is accessible via several airports and freeways:

- **Air:** Bluffton is approximately a 21-minute drive from the Hilton Head Island Airport. The much larger Savannah/Hilton Head International Airport is a 41-minute drive away.
- **Highway:** Bluffton is not immediately connected to any major interstates, but U.S. Route 278 connects Bluffton to I-95 which runs up along the entire East Coast connecting cities like Savannah and Jacksonville.

As shown by the map on the right, the 30-, 60-, and 90-minute drivetime catchments encompass major metro areas such as Savannah and Hilton Head Island.



Bluffton Drive Time Catchments



Population

The resident population of the Town of Bluffton was 36,146 persons in 2024. The 30-, 60-, and 90-minute drive time catchment areas, reflecting the draw of a potential new Performing Arts Center and events and meetings space, had populations ranging from nearly 120,000 to 842,000. Between 2010 and 2024, the population of the Town of Bluffton increased at an average rate of 7.9 percent per annum. These growth rates were far greater than those of South Carolina and the nation. According to Esri, from 2024 to 2029, the population growth of Bluffton is forecasted to see a decrease. The leveling out of Bluffton's growth rate may indicate the town does not have the necessary infrastructure and amenities to sustain an equally rapid increase in development. The 30-minute drive time catchment around Bluffton has a forecasted average growth rate of 1.5 percent per annum. This indicates the region immediately around Bluffton is growing at a faster rate than the town itself. Furthermore, according to Blueprint Bluffton, the Bluffton Comprehensive Plan, there is forecasted increase in population growth through 2040, as ESRI does not take into account factors such as pipeline residential development.

Historic, Current, and Forecasted Population					
	2000	2010	2024	2029	CAGR* 2010-2024
U.S.	281,421,906	308,745,538	338,440,954	344,873,411	0.7%
South Carolina	4,011,989	4,625,344	5,478,831	5,626,237	1.2%
Beaufort County	120,946	162,233	201,775	209,335	1.6%
Town of Bluffton	3,066	12,530	36,146	33,049	7.9%
Bluffton Town Hall (30 minutes)	52,909	89,136	119,610	128,596	2.1%
Bluffton Town Hall (60 minutes)	383,713	474,079	579,861	610,132	1.4%
Bluffton Town Hall (90 minutes)	601,299	713,780	842,021	879,798	1.2%

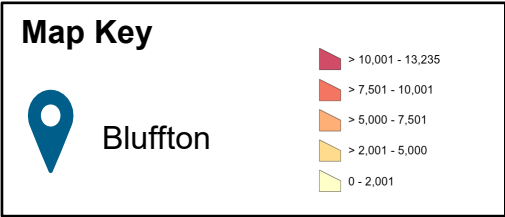
*Compounded Annual Growth Rate

Sources: Esri BAO, US Census, Johnson Consulting

Population Growth

The table to the right shows the Historic, Current, and Forecasted Housing Units in Bluffton. The renter-occupied housing units nearly doubled from 2010 to 2024 while owner-occupied housing units nearly tripled during that same time. Both renter-occupied housing units and owner-occupied housing units are forecasted to increase by 2029, albeit at a much slower pace.

The three maps below show the population of Bluffton and the surrounding area's zip codes in 2010 and 2024 and the forecasted population for the same region in 2029. Bluffton and the surrounding area have seen a huge increase in population since 2010 and are forecasted to continue its growth. As this area continues to grow, Bluffton's strategic location in the center of the region will make it important in supporting the area's other rapidly growing towns like Hardeeville.

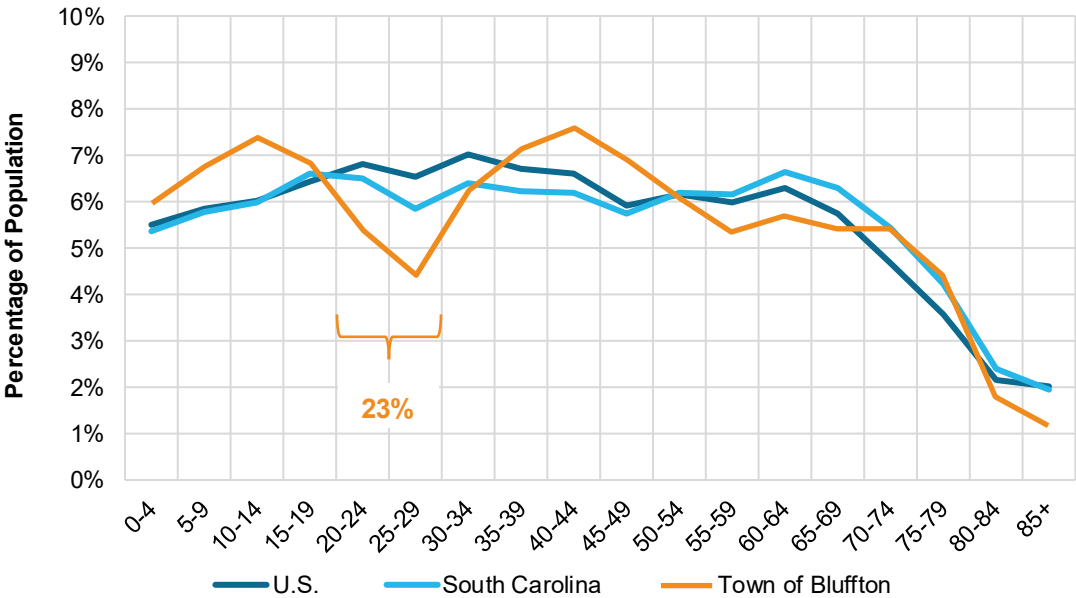


Age

Age is an important demographic indicator to consider when evaluating the market. Some markets seek to combat “brain drain,” a phenomenon where primarily college-educated young professionals are leaked to larger or different metropolitan markets. Other markets seek to attract wealthier retirees, which bring economic spending, leisure time, and philanthropic dollars with them to these markets. Bluffton’s small town feel and proximity to Hilton Head Island and Savannah has made it a popular destination for older, more established virtual workers. This can be seen in the increase in median age from 32.9 in 2010 to 39.9 in 2024.

Bluffton has an older age distribution relative to state and national averages. Only 23 percent of Bluffton residents are ages 20-39, which is more than 4 percent less than the national average. This is likely because of brain drain and young professionals seeking larger metropolitan markets like Savannah and Charleston. However, this trend may reverse as Bluffton has recently become a popular location to which young remote workers relocate. The proportion of middle-aged populations (ages 35-54) are higher than state and national averages. These demographics are particularly significant as they often represent heads of households. Heads of households drive long-term community investment through homeownership, school enrollment and stable employment. Attracting and retaining these residents is vital for sustaining of a community and ensuring continued demand for amenities like parks and performing arts centers.

2024 Age Distribution



Sources: Esri BAO, US Census, Johnson Consulting

Historic, Current, and Forecasted Median Age

	2010	2024	2029	CAGR* 2010-2024	CAGR* 2024-2029
U.S.	37.1	39.3	40.4	0.4%	0.6%
South Carolina	37.8	41.0	41.9	0.6%	0.4%
Beaufort County	40.6	47.6	48.3	1.1%	0.3%
Town of Bluffton	32.9	39.9	40.9	1.4%	0.5%
Bluffton Town Hall (30 minutes)	45.3	53.3	54.3	1.2%	0.4%
Bluffton Town Hall (60 minutes)	35.0	39.0	40.2	0.8%	0.6%
Bluffton Town Hall (90 minutes)	34.4	37.9	39.1	0.7%	0.6%

*Compounded Annual Growth Rate

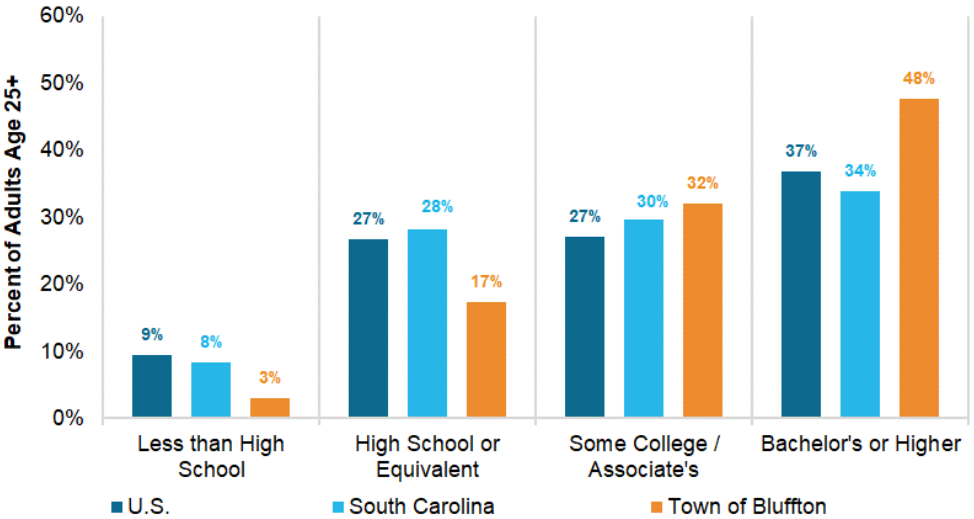
Sources: Esri BAO, Johnson Consulting

Education & Income

Education and income, although not strict predictors of PAC facility performance, are important market attributes for benchmarking the potential level of activity. Markets with higher educational attainment and income levels are more likely to have a robust economic base and healthy education system, which are key components of ensuring long-term growth and resiliency. Well-educated, higher income markets have a significant advantage when it comes to attracting new businesses and are also more likely to have the nightlife, retail, and tourism products that appeal to event planners and show organizers.

The Town of Bluffton has above average educational attainment levels among adults age 25+ for high levels of educational attainment. 48 percent of people in Bluffton age 25+ have a Bachelor's or higher educational attainment. This is higher than both the state and national levels. In contrast, Bluffton has a relatively low proportion of adults 25+ with less than high school education. The median household income in Bluffton is \$99,607 per annum, significantly above that of the U.S. (\$79,068). Income levels in Bluffton are projected to grow at a rate of 2.8 percent per annum over the next five years, which is slightly less than the United States. These education and income statistics reflect a strong economic trajectory. Bluffton's high educational attainment and above-average household income indicate a well-informed and financially capable population, providing a strong foundation for the success and sustained support of a new Performing Arts Center and Events Space.

2024 Educational Attainment



Sources: Esri BAO, Johnson Consulting

Current & Forecasted Median Household Income

	2024	2029	CAGR*
U.S.	\$79,068	\$91,442	3.0%
South Carolina	\$66,981	\$79,671	3.5%
Beaufort County	\$87,099	\$100,834	3.0%
Town of Bluffton	\$99,607	\$114,312	2.8%
Bluffton Town Hall (30 minutes)	\$91,530	\$104,413	2.7%
Bluffton Town Hall (60 minutes)	\$77,591	\$89,277	2.8%
Bluffton Town Hall (90 minutes)	\$71,474	\$83,478	3.2%

*Compounded Annual Growth Rate

Sources: Esri BAO, Johnson Consulting

Disposable Income and Entertainment Spending

The table below shows the differences in average disposable income and the propensity to participate in performing arts-related activities (attending live theater, engaging in fundraising, or have volunteered for a charitable organization) across various cities, states and regions. Successful Performing Arts Centers require not only financial capital but also an active and engaged population to support operations and affiliated organizations, such as symphony orchestras or local theater troupes. The table below shows that Bluffton stands out with above-average disposable income and a strong inclination toward attending live performances, participating in fundraising efforts and volunteering. This combination of financial capacity and civic engagement positions Bluffton as an ideal community for sustaining a successful Performing Arts Center.

2024 Average Disposable Income and PAC Trends								
Spending Category	South Carolina		Beaufort County		Town of Bluffton		Bluffton Town Hall (90 minutes)	
	Average	Index*	Average	Index*	Average	Index*	Average	Index*
Average Disposable Income	\$72,105	87	\$92,764	112	\$98,612	119	\$73,519	89
Spending Category	Total	Index*	Total	Index*	Total	Index*	Total	Index*
Went to a live theatre	333,346	90	16,014	112	2,270	110	55,356	95
Engaged in Fundraising	379,313	99	13,896	95	2,158	101	58,425	97
Volunteered for a charitable organization	666,108	99	28,894	113	4,292	115	103,351	98

* National Average = 100; where 110 is 10% more than the national average and 90 is 10% less than the national average.

Sources: Esri BAO, Johnson Consulting

Major Employers

A strong corporate and business presence can be important in the success of a PAC and event space, because local businesses support facilities by attracting residents to the area, and providing disposable income, as well as their use of event space, and through donations, sponsorships, and advertising.

The resorts and other tourism attractions of Hilton Head Island represent a significant portion of Beaufort County's employers and economic impact. The tourism and hospitality industry's economic impact on the county was estimated to be around \$3 billion in 2023 according to the Hilton Head Island-Bluffton Chamber of Commerce.

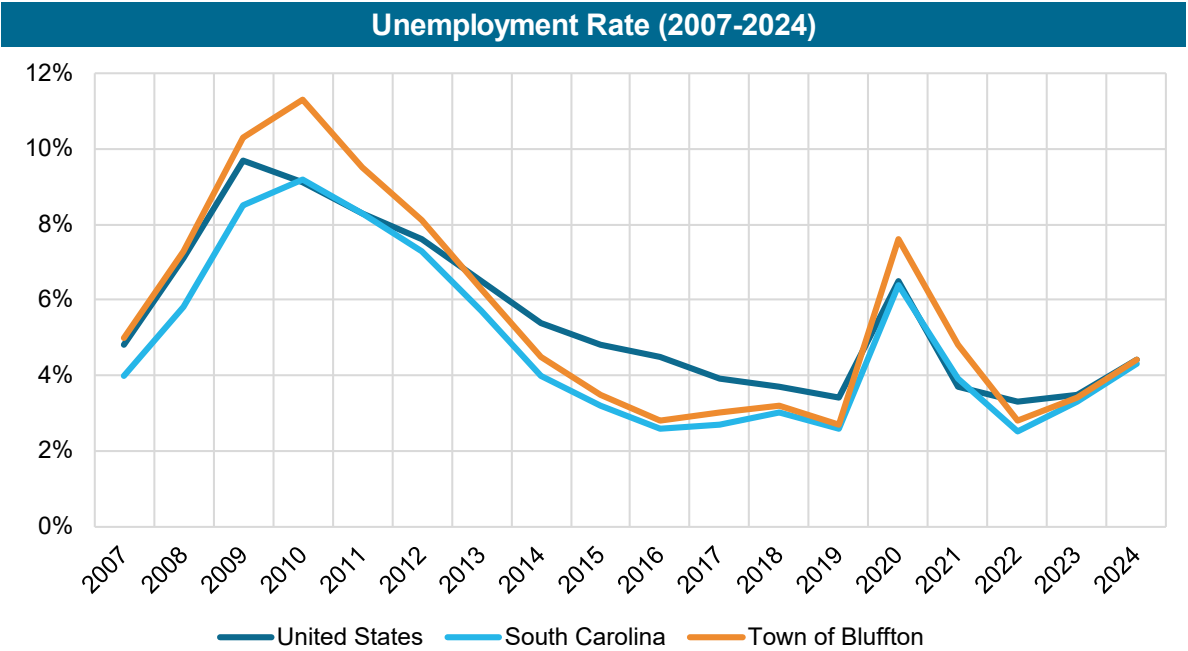
Largest Employers in Beaufort County

Employer	Industry
Alpha Genesis Inc	Biomedical Research
Beaufort County School District	Education
Beaufort Memorial Hospital	Health Care
County of Beaufort	Government
Dept of Defense	Government
Food Lion LLC	Retail
Gregory M Parker Inc	Retail
HES Facilities LLC	Custodial & Maintenance
Marine Corps Community Services	Military
Montage Palmetto Bluff LLC	Hospitality
Palmetto Bluff Investments LLC	Real Estate
Publix Super Market Inc	Retail
Sea Pines Resort LLC	Hospitality
Select Employment Services Inc	Healthcare Staffing
Sitel Operating Corporation	Outsourcing Consulting
Tenet Physician Svcs of Hilton Head	Health Care
TG Administration LLC	Golf Course Management
The Kroger Co	Retail
Wal-Mart Associates, Inc.	Retail

Source: South Carolina Department of Employment and Workforce, Johnson Consulting

Unemployment

From 2014 to 2019, both South Carolina and Bluffton’s unemployment rates tracked below the national average. However, during the COVID-19 pandemic, Bluffton’s unemployment rate exceeded the national rate. This was likely due to the town’s large tourism and hospitality industries both of which significantly impacted during the pandemic. Since 2022, Bluffton’s unemployment rate has dipped below the national averages, indicating a recovery of Bluffton’s tourism and hospitality industries. Unemployment rates do not always capture the entire picture as they ignore variables like underemployment and labor participation rate.



Sources: Bureau of Labor Statistics, Johnson Consulting

Location Quotient by Industry Sector

As of 2024, the two largest industries in Bluffton were Retail Trade and Accommodation/Food Services. These two industries help support the area's strong tourism and hospitality industry. The top 5 industries with the most employees are:

- Retail Trade
- Accommodation/Food Services
- Health Care
- Professional/Tech Services
- Construction

The table on the right provides a location quotient analysis of the number of employees in the Bluffton area by industry sector relative to that of the U.S. as a whole. Location quotients of 1 indicate a similar relative concentration of that particular industry in the region, while values higher than 1 indicate higher concentrations of that industry, and values lower than 1 indicate lower concentrations of that industry. The location quotient values are color-coded accordingly. Real Estate was the industry with the largest relative concentration of jobs with a location quotient of 2.1. Bluffton's Real Estate industry has benefited as the demand to live in Bluffton outpaces the housing supply.

Number of Employees and Location Quotient by Industry Sector					
Sector	Bluffton Town Hall (30 minutes)		United States		Location Quotient
	# of Employees	% of Workforce	# of Employees	% of Workforce	
Retail Trade	6,895	14%	17,466,958	11%	1.3
Accommodation/Food Svcs	6,003	12%	11,278,906	7%	1.8
Health Care	5,809	12%	23,456,971	14%	0.8
Professional/Tech Svcs	4,244	8%	13,809,183	8%	1.0
Construction	3,651	7%	11,451,823	7%	1.1
Educational Services	3,437	7%	15,195,307	9%	0.8
Admin/Waste Mgmt	3,271	7%	7,081,496	4%	1.5
Manufacturing	3,123	6%	16,689,169	10%	0.6
Other Services	2,413	5%	7,659,338	5%	1.0
Arts/Entertainment/Rec	2,193	4%	3,747,233	2%	1.9
Finance/Insurance	2,065	4%	8,016,748	5%	0.9
Real Estate	1,863	4%	2,954,414	2%	2.1
Transportation	1,427	3%	8,419,877	5%	0.6
Public Administration	1,263	3%	8,265,300	5%	0.5
Information	1,157	2%	3,255,572	2%	1.2
Utilities	446	1%	1,502,079	1%	1.0
Agriculture	413	1%	1,785,077	1%	0.8
Wholesale Trade	340	0.7%	3,291,578	2%	0.3
Management	63	0.1%	237,343	0.1%	0.9
Mining	1	0.0%	561,373	0.3%	0.0
Total Employees	50,077		166,125,745		

Sources: Esri BAO, Johnson Consulting

Implications

In 2010, Bluffton was a small town of just 12,626 residents and the May River Theater met the community's cultural and performing arts needs. Since then, Bluffton has experienced explosive growth. The population was 36,146 residents as of 2024, an increase of 188 percent since 2010. Despite this dramatic expansion, investment in arts and cultural infrastructure has not kept pace, which is a similar challenge in other fast-growing communities. The town remains without a dedicated, high-quality Performing Arts Center to serve its evolving community. Currently, Bluffton's main industry is tourism and hospitality due primarily to its proximity to Hilton Head Island, scenic location and small-town feel. A new multipurpose facility could help the Bluffton area's already well-established tourism and hospitality industry as large shows would be able to attract more tourists. As shown by the Town's above average spend on theater/opera/concerts, Bluffton's residents are already highly engaged in the arts. However, much of that engagement takes place outside of Bluffton itself. As Bluffton grows larger, more community assets are needed to suit its needs.

Bluffton's economic and demographic profile has extremely positive attributes. Bluffton has a strong median household income of \$99,607 and it is expected to increase by 2.8 percent to \$114,312 by 2029. Bluffton's population is also highly educated with 48 percent of the population age 25 or older with a bachelor's degree or higher level of educational attainment. Bluffton's median household income and educational attainment is well above state and national averages. Bluffton's median age is 39.9, which is higher than the national average of 39.3. This is largely due to the large influx of older working professionals and retirees. Bluffton's unemployment rate of 4.4 percent is in-line with South Carolina (4.3 percent) and the national average of 4.4 percent.

As indicated by their high educational attainment and median household income, Bluffton residents are likely to spend more on arts and cultural entertainment. According to ESRI, Bluffton residents spend on average 22 percent more on theatre/opera/concert tickets than the national average. Already, a large number of Bluffton residents travel to performing arts centers outside of Bluffton to Savannah and Hilton Head Island. Similarly, the residents of Beaufort County have similarly high spending trends. A flexible PAC with the capability to host large meetings and events in Bluffton could help to improve these already positive attributes and bring further access to the arts.

2.2 Regional Facility Audit

Regional Performing Arts Centers

The table to the right lists the Bluffton region's Performing Arts Venues. The main facility in Bluffton is the May River Theatre which has a seating capacity of only 181 people. While the May River Theatre does attract some shows from Atlanta and Charleston, the facility is in need of repairs. Nearby Hilton Head Island also has Performing Arts Centers. Located on Hilton Head Island, the Arts Center of Coastal Carolina has both a Mainstage Theater with capacity for 349 and a Studio Theater with a capacity of 175. The Main Street Theatre is also on Hilton Head Island, which has roughly 500 seats and caters primarily to local school organizations and does not have the capacity to regularly host larger-scale events. Sun City is a senior living community and the Sun City Community Theatre is monopolized by community programming or events tailored towards community residents and is seldomly used by Bluffton residents.

The Savannah market has a much larger inventory of large facilities, specifically in the city's downtown. With 2,524 seats, the Johnny Mercer Theater is the largest in the Savannah Market, and the 90-minute drive time catchment around Bluffton. The Lucas Center for the Arts is the next largest with seating for 1,200. Facilities in Savannah draw a considerable number of visits from Bluffton due to their size and ability to host larger touring acts.

Regional Performing Arts Venues

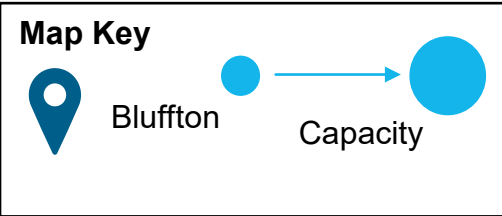
Venue	Distance from Bluffton	Location	Total Capacity
Bluffton Market			
May River Theatre	0	Bluffton, SC	181
Hilton Head / Beaufort County Market			
Sun City Community Theatre	11.6	Ridgeland, SC	540
Main Street Theatre - Hilton Head Prep	9.4	Hilton Head Island, SC	500
USCB Center for the Arts	29.7	Beaufort, SC	490
Arts Center of Coastal Carolina - Mainstage Theater	14.7	Hilton Head Island, SC	350
Arts Center of Coastal Carolina - Studio Theater	14.7	Hilton Head Island, SC	175
Savannah Market			
Martin Luther King Jr. Arena	23.6	Savannah, GA	9,600
Lucas Center for the Arts	24.0	Savannah, GA	1,200
Trustees Theater	23.9	Savannah, GA	1,100
Yamacraw Center for the Performing Arts	23.3	Savannah, GA	600
District Live	23.6	Savannah, GA	500
Victory North	25.3	Savannah, GA	380
Savannah Cultural Arts Center - Ben Tucker Theater	23.3	Savannah, GA	338
Mars Theater	40.4	Springfield, GA	233
Statesboro Market			
Georgia Southern University Performing Arts Center	76.1	Statesboro, GA	825
Averitt Center For The Arts	77.3	Statesboro, GA	359
Hinesville Market			
Liberty County Schools Performing Arts Center	61.3	Hinesville, GA	233

Sources: Relevant Facilities, Johnson Consulting

Regional Performing Arts Centers

The 90-minute drive time catchment around Bluffton has a large quantity of Performing Arts Centers (PACs) in and around Savannah. The map to the right shows the PACs within a 90-minute drive time of Bluffton with larger dots corresponding to PACs with larger capacities. The large dot over Savannah is from the Johnny Mercer Theater which is the largest theater in the analyzed area by capacity with seating for 2,524 persons. There are eight PACs with a capacity greater than 200 in the Savannah metropolitan area; three of these facilities have a capacity of greater than 1,000.

There are fewer Performing Arts Centers near Bluffton and Hilton Head Island. Bluffton has the Sun City Community, but according to Placer.ai, only 5.5 percent of visitors to the facility are coming from Bluffton. Outside of the Sun City Community Theatre, the May River Theatre is the only other theatre in Bluffton, but is at times unavailable or insufficient for larger performance events. Neighboring Hilton Head Island does have a 349-seat Performing Arts Facility at the Arts Center of Coastal Carolina, but can be inaccessible to Bluffton locals. Developing a larger, high-quality event and meeting facility in Bluffton would not only fill this market gap but also generate additional demand and visitation to Bluffton through new programming.



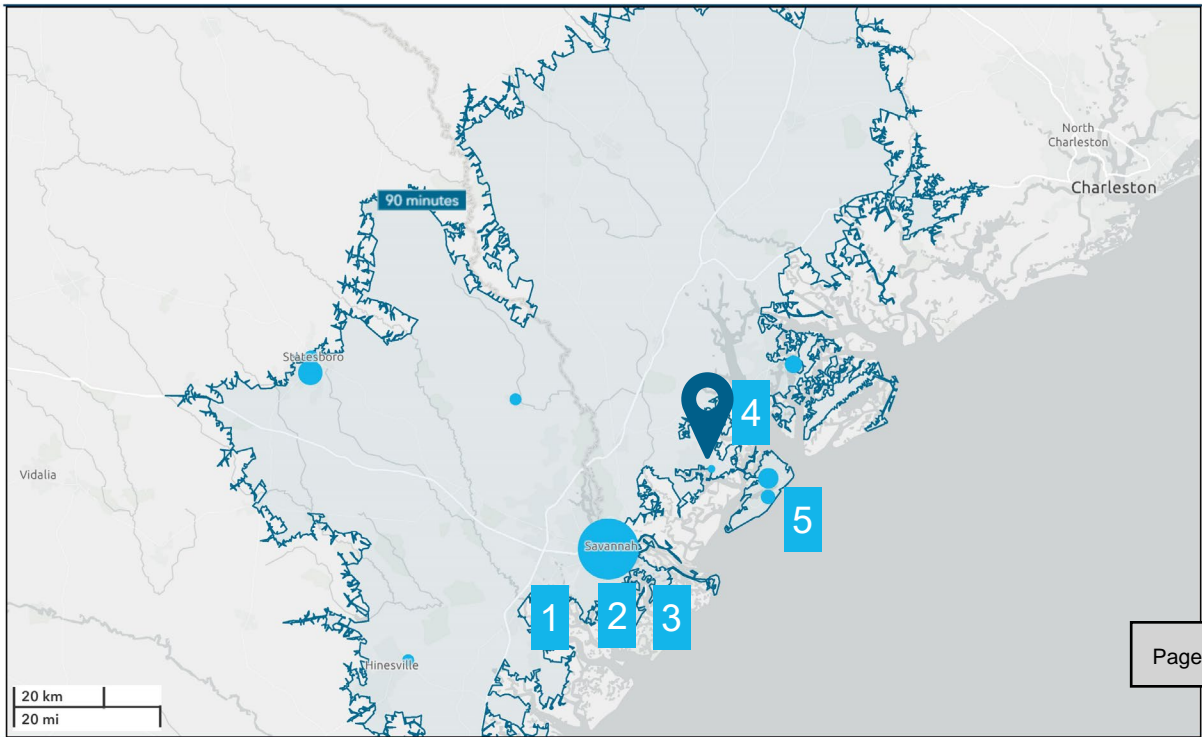
Notable Performing Arts Centers

Venue	Distance from Bluffton (miles)	Capacity
1 Johnny Mercer Theater	23.6	2,524
2 Lucas Center for the Arts	24.0	1,200
3 Trustees Theater	23.9	1,100
4 Sun City Community Theatre	0	540
5 Arts Center of Coastal Carolina - Mainstage Theater	14.7	350

Source: Relevant Facilities, Johnson Consulting



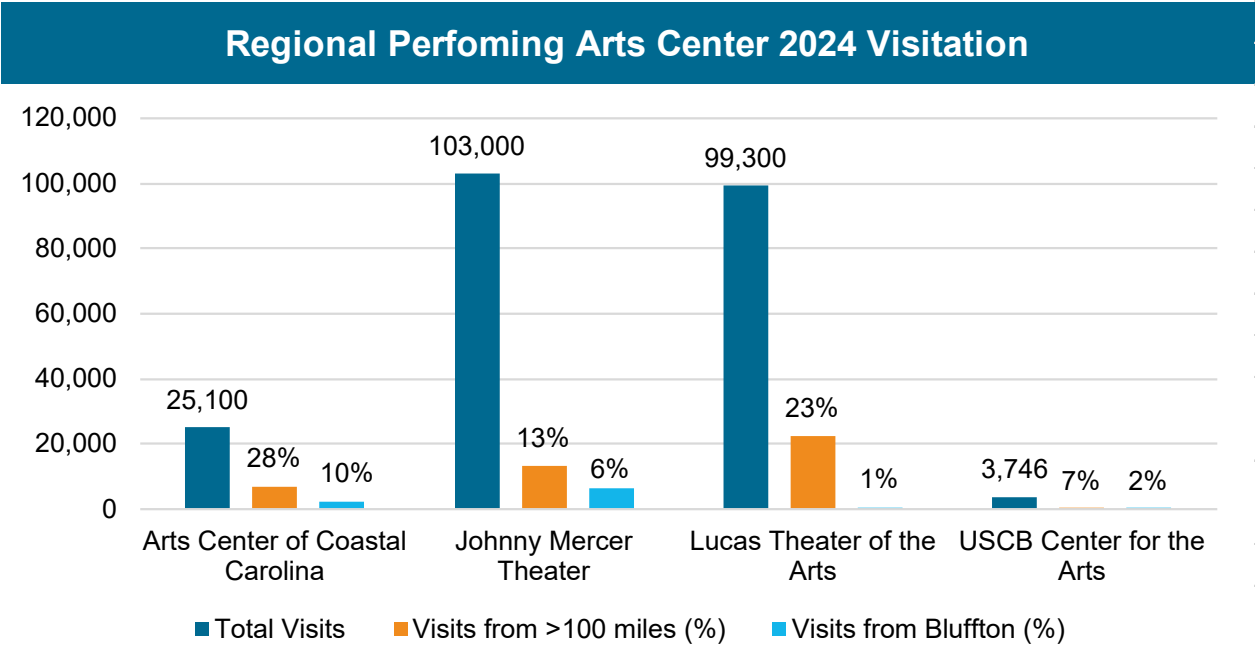
Regional Performing Arts Centers



Regional Facility Visitation

The chart to the right shows the total visitation of four different Performing Arts Centers in the region. Arts Center of Coastal Carolina is the closest to Bluffton. Visitation data from Placer.AI for this facility includes both the facility's Mainstage Theater and the Studio Theater which is a total of 525 seats across the two theaters. The USCB Center for the Arts is another university affiliated arts center in Beaufort County with a seating capacity of 460. Johnny Mercer Theater and Lucas Theater of the Arts are both located in downtown Savannah and have capacities of 2,524 and 1,200 respectively.

Total visitation to the two larger Savannah theaters is nearly four times as high as the Arts Center of Coastal Carolina. The Arts Center of Coastal Carolina did have a much higher proportion (28 percent) of its visitors from more than 100 miles away. This is likely due to its location in Hilton Head Island, a popular tourist destination. Bluffton residents made up 10 percent of the Arts Center of Coastal Carolina's total visitation for 2024 with 2,513 visits (10 percent of total visits). The Johnny Mercer Theater attracted 6,617 visits (6 percent of total visitors) from Bluffton residents while the Lucas Theater of the Arts attracted only 770 (1 percent of total visitors). USCB Center for the Arts had a very small number of total visits with only 3,746 visits in all of 2024. The facility also did not draw many visitors from Bluffton with only 84 visits (2 percent of total visits) from Bluffton.



Source: Placer.AI, Johnson Consulting

New and Recent Developments

Due to the region's massive growth, Bluffton and Hilton Head Island both have new large facilities that are set to open soon. The New Riverside Barn on Bluffton's west side underwent renovations recently. Renovations of the barn included an area for a concert stage and a covered outdoor porch. Its inside conditioned seating space will be 1,080 SF and will have the ability to host up to 170 visitors and have configuration options that include a dance floor, theater seating and banquet seating. The facility will also have a nearby pavilion that looks out over a park lawn. The New Riverside Barn will likely host weddings, social gatherings and small public performances, indicating that the facility will likely not compete with a larger performing arts center.

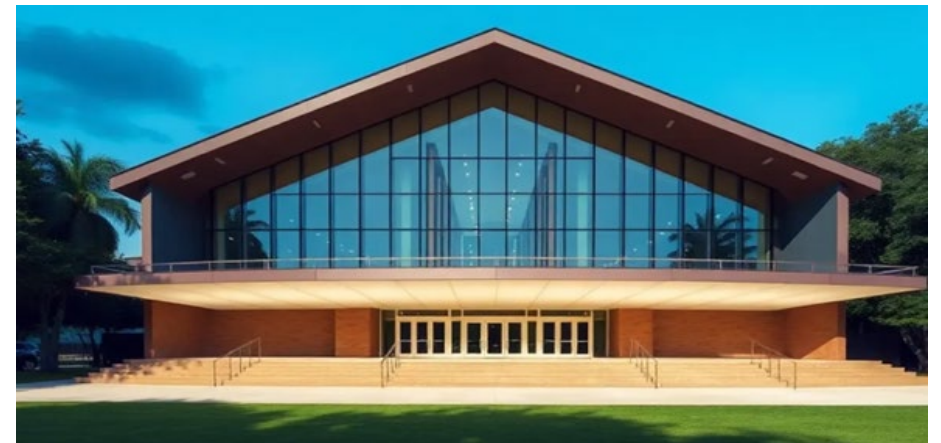
Recently, the Town of Bluffton took over a small amphitheater located in Buckwater Place Park in northern Bluffton. The amphitheater is a small outdoor venue that hosts some smaller performances and civic events. This facility would likely not compete with any of the programming offerings of a new proposed performing arts center.

Additionally, USCB's Bluffton campus is planning to develop a new \$70 million convocation center with seating capacity able to accommodate between 3,500 to 4,000. This facility will host athletic events as several of USCB's sports teams make the jump to NCAA DII. This facility will likely not compete against a performing arts center in Bluffton as USCB's new facility will predominately host athletic events and other school events like orientation and convocation.

Other local arts organizations like the Hilton Head Symphony Orchestra have attempted to construct new facilities to meet the growing demand. A new performing arts center in the region could be a home for these arts organizations as they outgrow their current venues.



New Riverside Barn



USCB Convocation Center

Regional Meeting and Event Facilities

The table to the right shows the Bluffton region's Meeting and Event Facilities. In order to narrow the search of event facilities relevant to this project, when considering facilities outside of Bluffton (and still within the 90-minute drive time catchment), Johnson Consulting only considered facilities that had between 10,000 and 100,000 SF of total meeting and event space as this would be the most competitive to a new facility in Bluffton.

Most facilities in Bluffton have limited total meeting space and are only able to host modest events. The three largest facilities in terms of total square footage in Bluffton are the Pickney Social Hall with 18,000 SF, the Montage Palmetto Bluff resort with 16,000 total SF, and the Seaquins Ballroom wedding venue with a total of 10,000 SF. Many other wedding spaces had ample outdoor space, but had much smaller indoor capabilities. While the temperature of South Carolina's Lowcountry region is often ideal for hosting outdoor events, the hottest months of summer and the coldest months of winter are not. The addition of a large indoor space in Bluffton would ameliorate this issue.

Bluffton Area Meeting and Event Facilities

Hotel	Facility Type	Largest Meeting Space (SF)	Total Meeting Space (SF)
Bluffton Market			
Pickney Social Hall	Venue Space/Ballroom	-	18,000
Montage Palmetto Bluff	Hotel Conference Center	6,696	16,000
Seaquins Ballroom	Wedding/Special Event Venue	2,842	10,000
May River Manor	Small Hotel Meeting Space	-	6,000
Burnt Church Distillery	Special Event Facility	3,500	4,650
Hewitt Oaks	Wedding/Special Event Venue	3,200	3,200
New Riverside Barn	Special Event Facility	2,700	2,700
May River Theatre	Performing Arts Theater	-	-
Beaufort County Library - Bluffton Branch	Government Facility	-	-
Hilton Head and Beaufort Market (10,000+ Total SF)			
Hilton Beachfront Resort & Spa Hilton Head Island	Hotel Conference Center	17,600	46,665
The Westin Hilton Head Island Resort & Spa	Hotel Conference Center	13,200	38,832
Sonesta Resort Hilton Head Island	Hotel Conference Center	9,880	22,930
Beach House Resort Hilton Head Island	Hotel Conference Center	3,510	18,863
Sea Pines Resort	Hotel Conference Center	4,600	18,000
Omni Hilton Head Oceanfront Resort	Hotel Conference Center	4,800	16,844
Hilton Head Isle Beach & Tennis	Hotel Conference Center	5,751	10,375
Haig Point Club	Special Event Venue	2,125	10,000
Golf Club at Indigo Run	Special Event Venue	-	20,800
Beaufort Inn	Hotel Conference Center	-	10,000
Fripp Island Golf and Beach Resort	Special Event Venue	4,100	10,150
Savannah Market (10,000+ Total SF)			
Richmond Hill City Center	Special Event Venue	4,000	30,000
Hyatt Regency Savannah	Hotel Conference Center	11,000	29,663
Savannah Quarters	Special Event Venue	-	29,000
Marriott Savannah Riverfront	Hotel Conference Center	14,863	24,556
The Westin Savannah Harbor Golf Resort & Spa	Hotel Conference Center	11,537	18,366
JW Marriott Savannah Plant Riverside District	Hotel Conference Center	6,336	18,052
The DeSoto Savannah	Hotel Conference Center	5,408	15,857
Victory North Savannah	Special Event Venue	-	15,000
Hotel Bardo Savannah	Hotel Conference Center	5,245	13,000
Savannah Hotel & Conference Center	Hotel Conference Center	4,324	12,000
Red Gate Farms	Special Event Venue	-	10,000

Source: Cvent, Johnson Consulting

Regional Meeting and Event Facilities

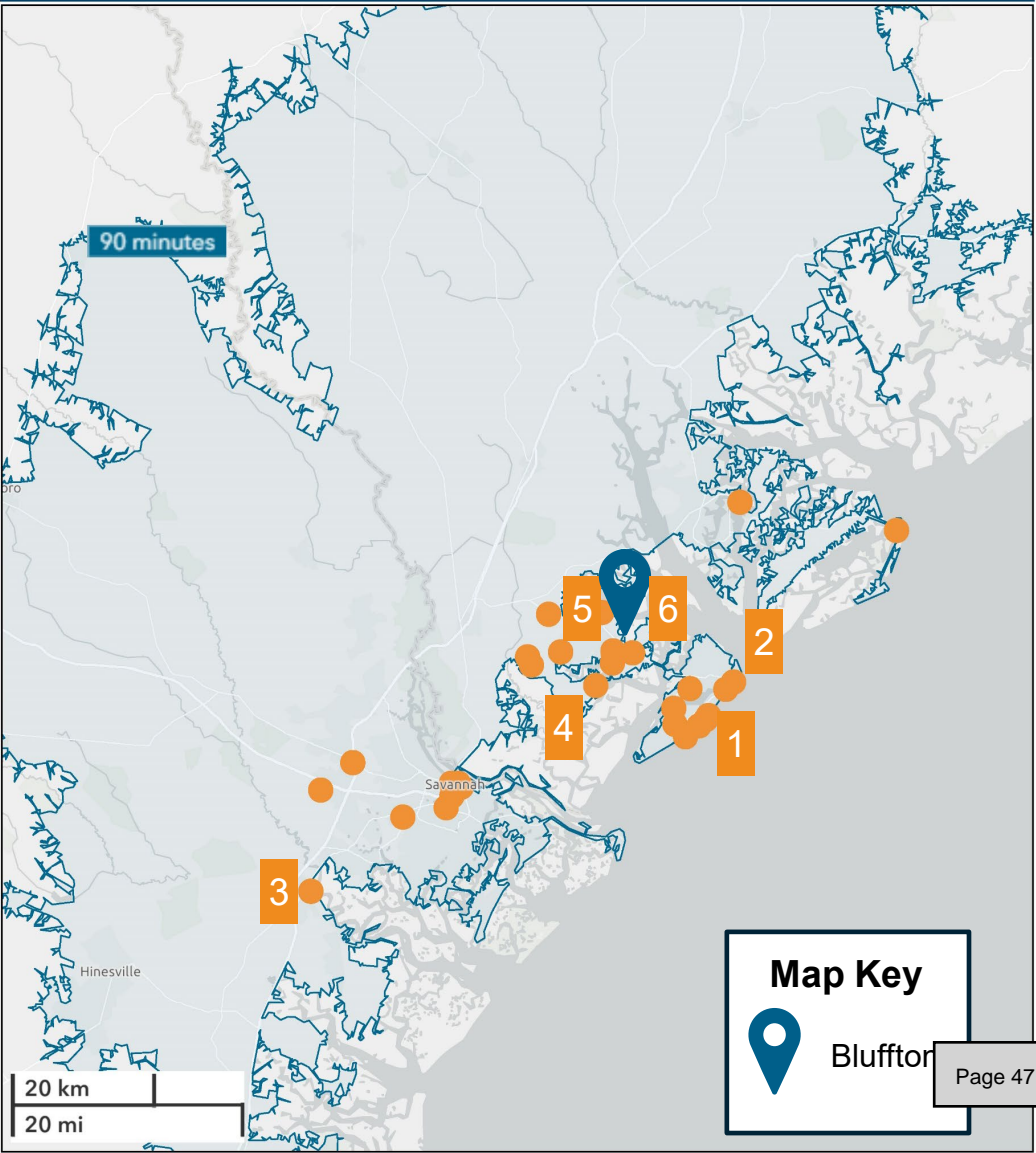
The map to the right shows the Meeting and Event facilities listed in the previous slide. Bluffton has a modest inventory of small facilities that are capable of hosting community events, weddings and other small events. While Bluffton currently has facilities that can host weddings or similarly small social events, the town lacks large spaces that can host larger events. Bluffton has three facilities with 10,000+ total SF of meeting space: Pickney Social Hall, Seaquins Ballroom and Montage Palmetto Bluff. If a performing arts center is built in Bluffton with hybrid capabilities, it could host both performing arts events and larger meetings and conferences that currently aren't able to be hosted in Bluffton. Most facilities in the region with more than 10,000 SF of total meeting and event space are hotels/resorts located in either Savannah or Hilton Head Island. The largest facility within the 90-minute drive time catchment is the Hilton Beachfront Resort & Spa Hilton Head Island, which has 46,665 total SF.

Notable Regional Meeting and Event Spaces			
Venue	Distance from Bluffton (miles)	Largest Meeting Space (SF)	Total Meeting Space (SF)
1 Hilton Beachfront Resort & Spa Hilton Head Island	15.5	17,600	46,665
2 The Westin Hilton Head Island Resort & Spa	12.6	13,200	38,832
3 Richmond Hill City Center	43.4	4,000	30,000
4 Pickney Social Hall	9.3	-	18,000
5 Montage Palmetto Bluff	11.0	6,696	16,000
6 Seaquins Ballroom	3.1	2,842	10,000

Source: Cvent, Johnson Consulting



Regional Meeting and Event Facilities



Hotel Inventory

Data from CoStar, which is an independent hotel research firm whose statistics are widely used in the meetings and event industry, indicates that within a 30-minute drive time radius of the Bluffton Town Hall, there are 57 hotels with a total of 7,683 rooms. Of those 57 hotels, 28 have 100 or more rooms. The table to the right shows these hotels along with their exact number of rooms, hotel class, total and largest meeting space. The largest hotel by number of rooms is the Sea Pines Resort, which has 519 upscale rooms and 18,000 SF of meeting space. The hotel with the most total meeting space is the Hilton Beachfront Resort & Spa Hilton Head Island with 46,665 SF of meeting space; it is also the second largest hotel in terms of number of rooms with 513 guest rooms.

Bluffton Area Hotel Inventory

Hotel	Class	Year Built (Renovated)	Rooms	Largest Meeting Space (SF)	Total Meeting Space (SF)
Sea Pines Resort	Upscale	1991	519	4,600	18,000
Hilton Beachfront Resort & Spa Hilton Head Island	Upper Upscale	1976 (2023)	513	17,600	46,665
The Westin Hilton Head Island Resort & Spa	Upper Upscale	1985 (2024)	420	13,200	38,832
Sonesta Resort Hilton Head Island	Upscale	1981 (2025)	340	9,880	22,930
Omni Hilton Head Oceanfront Resort	Upper Upscale	1981 (2024)	323	4,800	16,844
Fiddler's Cove Beach Club	Luxury	1981	316		
Marriott's Grande Ocean, Hilton Head Island	Upper Upscale	1990	290		
Marriott's Barony Beach Club	Upper Upscale	2001	255		
Bluewater Resort and Marina	Economy	2008	213		
Montage Palmetto Bluff	Luxury	2004 (2016)	209	6,696	16,000
Beach House Hilton Head Island	Upper Upscale	1973 (2024)	202	3,456	6,299
Hilton Head Isle Beach & Tennis	Midscale	1981	200	5,751	10,375
Marriott's SurfWatch	Upper Upscale	2005	195		
Palmera Inn and Suites	Upper Midscale	1987 (2012)	156	3,000	3,100
Holiday Inn Express Hilton Head Island	Upper Midscale	1987 (2025)	153	1,000	1,000
Simple Rewards Inn	Midscale	1988 (1999)	127	2,850	2,850
Candlewood Suites Bluffton Hilton Head	Midscale	2010 (2014)	124	250	250
Hampton Inn Hilton Head	Upper Midscale	1988 (2018)	122	828	1,380
Extended Stay America Premier Suites Bluffton Hilton Head	Midscale	0	120		
Days Inn by Wyndham Hilton Head	Economy	1989	119		
Days Inn by Wyndham Hardeeville/ I-95 State Line	Economy	1985	116		
Courtyard Hilton Head Island	Upscale	2020	115	960	960
Holiday Inn Express & Suites Bluffton @ Hilton Head Area	Upper Midscale	2002 (2022)	112	1,200	1,200
Red Roof Inn Hilton Head Island	Economy	1986	111		
Marriott's Harbour Point and Sunset Pointe at Shelter Cove	Upper Upscale	1981 (2008)	111		
Hilton Garden Inn Hilton Head Island	Upscale	2001 (2009)	104	1,410	1,740
Hilton Grand Vacations Hilton Head	Upper Upscale	2019	100	0	0
Hampton by Hilton Inn Bluffton -Sun City	Upper Midscale	2002	100	1,204	2,055
Hotels <100 Rooms			1,898	6,793	7,612
Total			7,683	85,478	1

Sources: CoStar, Johnson Consulting

Hotel Inventory

The Bluffton area's inventory of large hotels is on the higher end with all except one of their top ten largest hotels classified as Upscale, Upper Upscale or Luxury. The map to the right shows the location of the hotels with more than 100 rooms within a 30-minute drivetime of Bluffton's Town Hall. Most major hotels in the Bluffton region are located on Hilton Head Island.



Bluffton Area Hotels, 100+ Rooms

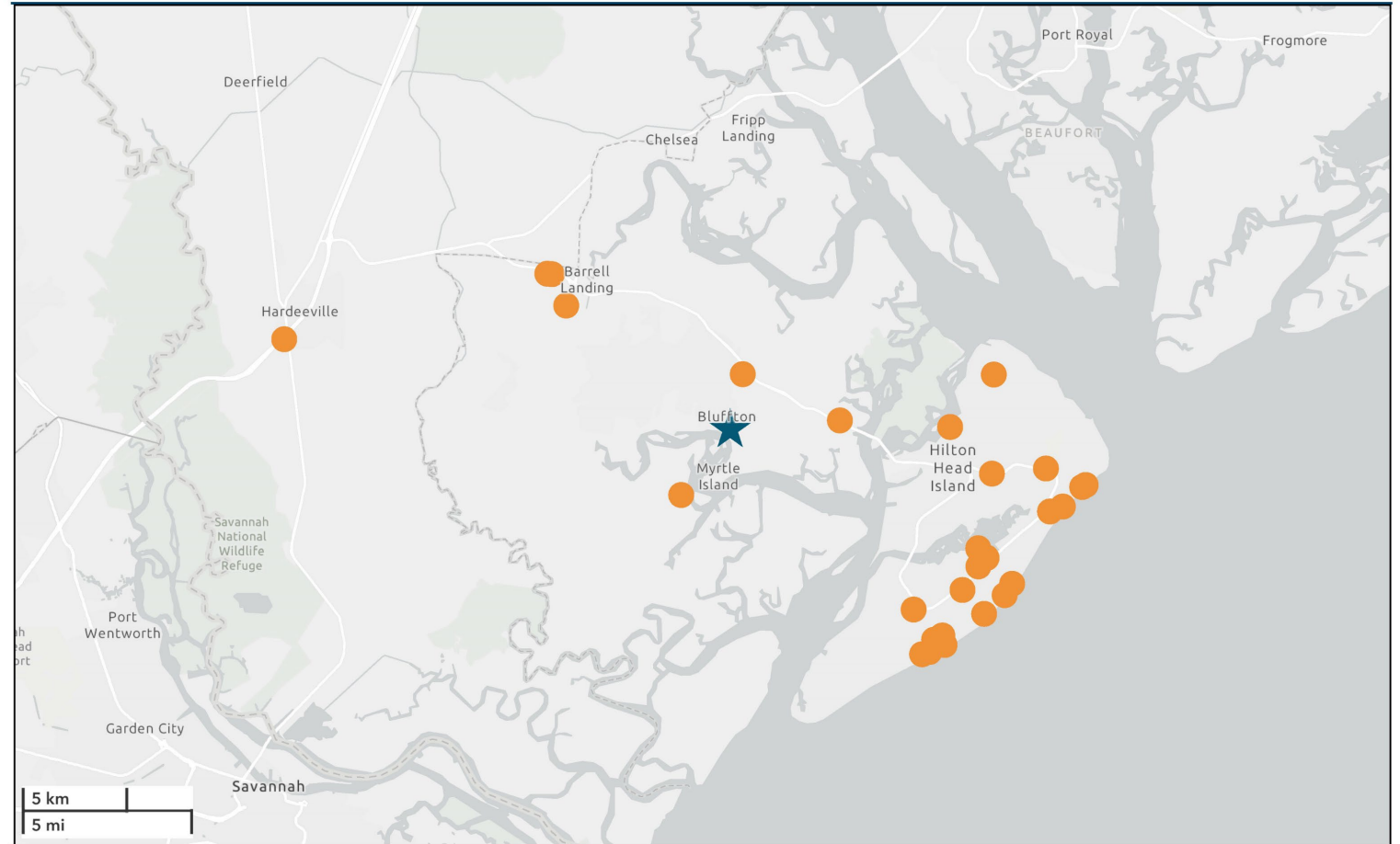
Map Key



Bluffton



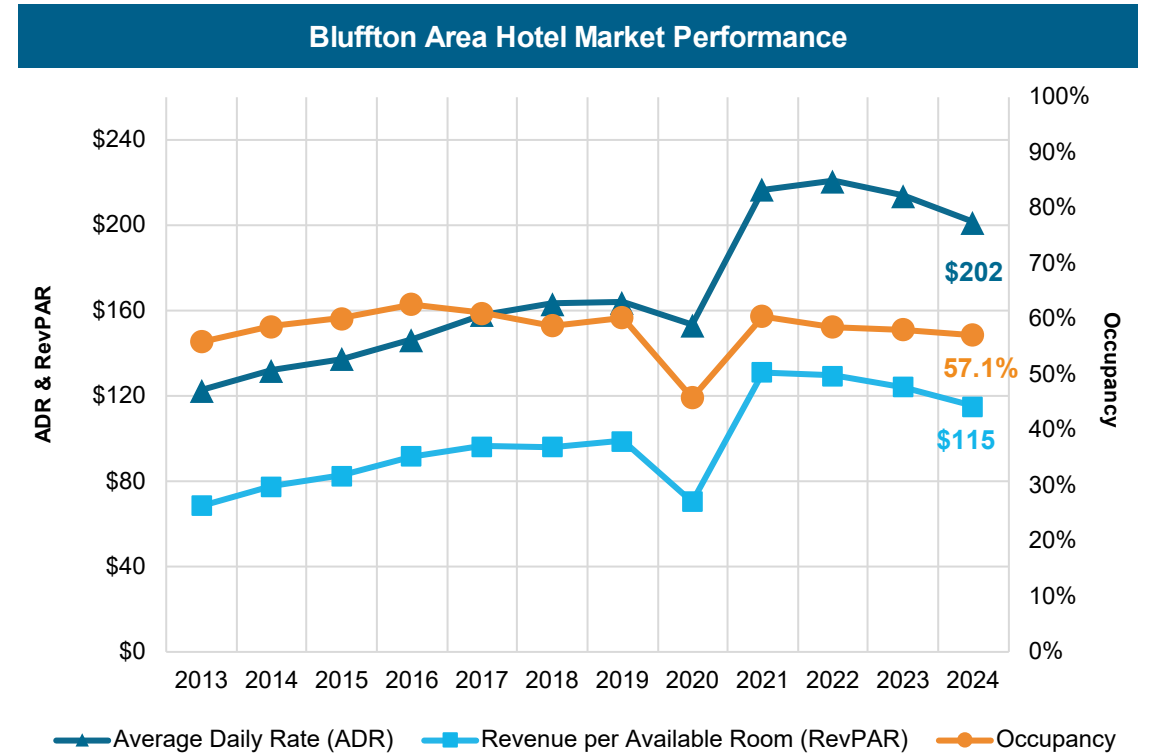
Hotels



Hotel Market

The 30-minute drive time catchment around Bluffton is heavily influenced by Hilton Head Island and its inventory of large high-quality hotels. Like most hotel markets, the 30-minute drive time catchment around Bluffton took a huge dip in 2020 due to the COVID-19 pandemic. While most markets took years to recover to pre-pandemic levels, the hotel market in the 30-minute drive time catchment around Bluffton had a quick recovery in 2021 and has since leveled off. This can be seen in the huge increases in ADR and RevPAR. The rapid increase in 2021 was partially due to the lessening of COVID restrictions. However, the Hilton Head Island Airport added service options on American, United, and Delta airlines, which helped the airport experience a 66 percent increase in passengers from 2019 to 2021 with the addition of the new service options.

The chart to the right shows the 30-minute drive time catchment around Bluffton's ADR, RevPAR and Occupancy since 2013. The Bluffton area's RevPAR and ADR reached record highs in 2021 before declining slightly each year since. The market's occupancy rate also increased in 2021, albeit not to record highs, and has also slightly declined every year since. If a new Performing Arts Center in Bluffton is able to attract large enough acts, it could help the local hotel market raise its ADR, RevPAR and occupancy.



Sources: CoStar, Johnson Consulting

Implications

A significant portion of Bluffton's residents attend performances at the Arts Center of Coastal Carolina on Hilton Head Island or the several large theaters in Downtown Savannah. This steady leakage represents a missed opportunity for not only local ticket sales but local restaurants, retail and hospitality businesses as well. A PAC in Bluffton would not only serve to prevent leakage, but also serve to attract visitors from outside of the community. Bluffton's hotel inventory is modest, but the town's proximity to Hilton Head Island provides an opportunity for a new facility if Bluffton is able to attract visitors from the island.

The town's existing performance venues are small, scattered, and generally not built for the performing arts. While black box theaters and other smaller community assets have served local organizations well, they are limited in their capacity. Bluffton's lack of a larger facility restricts it from hosting regional touring acts, large-scale performances, or larger community events. A dedicated multipurpose PAC would provide a centralized, professional space that would allow Bluffton to host larger and higher quality cultural and performing arts events. In addition to providing Bluffton with the ability to host large touring acts, a performing arts center can serve the rapidly growing community by providing local school and community organizations a place for events. Additionally, performing arts centers built with multi-use event center capabilities could be used to host larger school and civic events and meetings. The facility should serve both cultural programming and broader community needs, including meetings and civic events. A performing arts and event center built with the capability of hosting large meetings and events would allow the facility not only to enrich the town's cultural offerings, but also to serve as a multifunctional civic hub.

| 2.3 Stakeholder Engagement

Overview

The engagement of potential users of a new venue in Bluffton was emphasized as a priority of this study from the outset. As with any project of this importance, it is crucial to engage with a wide variety of individuals and organizations throughout the community and industry to foster a sense of buy-in and inform the study's observations, conclusions, and recommendations.

Johnson Consulting's outreach strategy involved conducting supplemental, targeted focus groups and interviews with key stakeholders in the proposed project, potential project partners, and local, regional, and national industry experts in the realm of performance, meeting, and event facilities.

The focus groups and interviews began with in-person sessions in March 2025 and continued throughout the remainder of the study. Johnson Consulting conducted interviews and focus groups with individuals representing almost 30 different organizations, including local arts organization leaders, local government leadership, educational institutions, and regional venues. These engagements helped us to understand the popularity and trajectory of the arts, culture, and events in the region, the needs of its stakeholders, and whether the proposed venue would help meet those needs.

A specific list of groups we met with is listed below.

- Beaufort County Economic Development Corporation
- Bluffton academy for the Arts
- Bluffton Public Art Committee
- Bluffton Rotary
- Bluffton Youth Theatre
- Don Ryan Center for Innovation
- Evolution Big Band
- Gullah Cultural Center
- Hilton Head Island-Bluffton Chamber of Commerce
- Hilton Head Symphony Orchestra
- Historic Bluffton Foundation
- Kiwanis Club
- Local and regional event planners
- Local Businesses
- Local Schools
- May River Theatre
- Society of Bluffton Artists (SOBA)
- Sun City
- Town of Bluffton
- USCB
- USCB OLLI Concert Band

Key Themes

There is an apparent need for additional, quality event space in Bluffton. The existing limited availability results in events and visitor dollars leaking into neighboring markets.

Community Need & Demand

Stakeholders identified a clear need for dedicated performing and visual arts spaces in Bluffton. While the town has a thriving arts scene, existing venues—such as small galleries, churches, and schools—are often inaccessible or inadequate for local artists and organizations. Many arts groups see potential for growth but lack proper facilities to present their work.

A new multipurpose performing arts center (PAC) could serve as both a home for these organizations and a hub for regional arts collaboration and marketing. Groups like concert bands, dance troupes, and youth theatre programs are actively seeking permanent space, emphasizing the demand for a flexible venue that accommodates various audience sizes and performance types. Currently, most performing arts facilities are located outside Bluffton, in communities like Hilton Head, which are small and not readily accessible. Within the geographic areas of Bluffton and Hardeeville the population is expected to approach 200,000 in the next two decades, the need for cultural infrastructure and community amenities will only increase.

Key Themes

Community
Need &
Demand

Multipurpose,
Flexible
Design

Financial
Viability

Tourism &
Economic
Impact
Potential

Key Themes

Community Need & Demand Continued

The PAC under consideration could serve local audiences while providing a unique asset to add to the region's existing entertainment landscape and serve as an attractor of outside visitors to the community. Bluffton has a strong presence of talented artists and programming and a new facility will enable Bluffton to showcase and nurture local talent in the community.

There was also an identified need in the community for a large indoor event venue to host not only performing and visual arts, but other public and private events. This was reiterated by most, if not all the groups that have been interviewed to date. As a result of this, it may be strategic to refer to the proposed venue as a multi-purpose event venue so that a wide range of users will consider using the venue and not think that it is only for performing arts.

Venue Design & Programming

The multipurpose sentiment trickled into the design conversation relative to being a multiuse and flexible venue. Versatility and multi-use design are key to ensuring the PAC/multi-purpose venue (MPV) can accommodate a variety of events including performances, conferences, fundraisers, social events, and other programming and activities. Stakeholders discussed capacities ranging from 200 to 2,000 and emphasized the need for modular/flexible seating, a black box theater, and studio or classroom spaces to maximize flexibility. A multi-purpose facility with diverse spaces from a large main venue to secondary theaters, artist studios, breakout rooms, and outdoor areas, would enhance usability and demand. High-quality acoustics, technology, and backstage amenities, including green rooms and kitchen space, lobby, restaurant/bar/café spaces are also desired amenities.

Key Themes

Venue Design & Programming Continued

Arts organizations shared that the space could be used for local and touring performances, as well as artist exhibitions. The facility could also be used for meetings, conferences, small conventions, fundraisers, graduations, weddings, and other events. Arts, cultural, and other educational programming was also discussed as a preeminent programming piece. The public schools do not offer a comprehensive arts program and a new facility may be able to fill that gap through afterschool or summer programs. Classes for youth, adults, and seniors would help activate the facility during the day, while ticketed performances and other community and private rentals will utilize the space on evenings and weekends. There is potential for a wide array of programming at a new event space in Bluffton, but scale, quality, and location will also influence impact and utility.

Location and accessibility remain key considerations, with the idea of future expansion being an important component of future site evaluation. Many residents prefer to stay in Bluffton as opposed to traveling to neighboring cities, siting Bluffton as an ideal location for a new facility given its central location and growing population. Bluffton is growing as a regional hub with increasing affluence and demand for cultural experiences. Furthermore, other supporting infrastructure may be needed to support a growth in regional events in Bluffton, including additional high-quality hotel room supply and dining options to support a boost in overnight visitors.

Key Themes

Financial Viability & Funding

While it is clear that public funding will be pivotal in advancing this project, financial sustainability is a concern, as previous PAC developments in the region have faced challenges. Stakeholders agreed that the venue should be self-sustaining with multiple revenue-generating features such as flexible event spaces, catering facilities, and partnerships with corporate sponsors and private donors through philanthropic giving. Bluffton has an evolving community profile and ensuring financial viability of this project is a key success metric to move forward from the perspective of community members and the overall viability of the venue.

There are also some shared ideas on a public-private-partnership for funding and operations. Other planned or future developments were also a consideration. USCB is exploring the idea of a new convocation center/arena and as other neighboring communities grow, they may also develop their own arts and cultural assets. While planned developments at USCB will be complementary to the scale of a potential new facility in Bluffton, it will be important to consider other future developments and projects similar to what is under consideration for Bluffton.

Economic & Tourism Impacts

Infrastructure and economic impact were key discussion points. Existing arts organizations and regional festivals report a large draw of non-local visitors already and a new venue with multiple types of demand layers would only increase tourism. While a surge in visitors would naturally boost local accommodations, restaurants, and retail, supporting a new performing arts center or multipurpose event facility would require broader, higher-quality development. Investment in upscale lodging, fine dining, and diverse entertainment options is essential. Such a venue could significantly stimulate the local economy by drawing touring performances, enhancing arts education, and serving as a central hub for cultural, civic and conference events. However, its long-term success would depend on the implementation of expert management and best practices drawn from successful projects nationwide.

Survey Overview

Johnson Consulting also distributed a survey to meeting and event planners to gauge the interest, needs, and expectations for a new facility in Bluffton. The following are key themes and observations gleaned from those survey responses:

- On average, event planners hold 6-20 events per year.
- These events include numerous event types such as conferences, banquet events, and other social and entertainment events, such as weddings.
- Most meeting planners require ballroom space, with some noting the need for exhibit space, theatre space, as well as programmable outdoor space.
- On average, meeting planners require 5,000 to 10,000 SF of space for their most frequent and largest events.
- Event planners reported that their smallest events attract less than 100 people, most frequently occurring events attract 100-249 people, and the largest events can attract up to 750 people.
- When planning events, meeting planners reported an average of 50-100 hotel rooms needed for guests.
- If meeting planners host events outside of Bluffton, they most often host them in Hilton Head.
- When considering the location for events, planners identified the following as most important:
 - Proximity to tourism, leisure, and recreational activities
 - Proximity to retail, food, bars, and nightlife
 - Proximity to hotel rooms
 - Parking & transportation
 - Safety
 - Affordability

Implications

The development of a new venue in Bluffton is not just a cultural investment, it is an economic development strategy. The town's existing arts organizations already attract regional visitors, but they operate without the infrastructure necessary to fully capitalize on that demand. A purpose-built, multi-use facility would address a clear gap in the market, offering space not only for performances and exhibitions but also for conferences, fundraisers, and private events that generate revenue and draw consistent foot traffic and generate hotel room night demand.

From a regional economic standpoint, the venue would help solidify Bluffton's role as a growing destination for arts, entertainment, and tourism. With limited local options, residents currently travel to neighboring cities for cultural experiences. By retaining this spending, and capturing new dollars from outside visitors, a well-programmed facility could directly support local businesses, particularly in the hospitality, dining, and retail sectors. Larger conferences and state associations will provide a steady source of revenue for the region's hospitality sector through attendees' large room block needs. Additional infrastructure, such as higher-end hotel accommodations and dining options, will be needed to meet the expectations of visiting patrons and event organizers, providing further opportunities for private investment and job creation.

Stakeholders recognize that long-term success depends on sound financial planning and operational sustainability. While public funding will likely be required to initiate development, the facility must be structured to generate ongoing revenue through rentals, programming, sponsorships, and philanthropic support. Models from comparable communities show that when performing arts centers are designed for versatility and managed effectively, they can become self-sustaining anchors for year-round activity and economic vitality.

In a fast-growing town like Bluffton, a new venue is more than a cultural amenity - it's a practical response to market conditions and community demand. Its development would not only support local artists and residents, but also strengthen the town's economic foundation by attracting visitors, creating jobs, and increasing local spending. With intentional planning and strategic partnerships, a new venue in Bluffton has the potential to become a reliable and impactful driver of Bluffton's long-term economic growth.

| 3. Industry Trends

Overview

Performing arts centers and event venues serve as vital anchors of cultural expression, economic development, and community engagement. These facilities host a broad spectrum of activities from theatrical productions and concerts to lectures, conferences, and civic celebrations, and are increasingly recognized as essential components of vibrant, livable communities. More than just stages or gathering spaces, performing arts centers are dynamic institutions that contribute to regional identity, enhance quality of life, and support year-round economic activity.

As part of a broader ecosystem that includes conference and event facilities, performing arts centers are adapting to evolving audience expectations and operational demands. Today's venues must accommodate diverse programming with flexible, high-performing spaces that can transition from a symphony performance to a corporate presentation or community event with ease. Public and private stakeholders alike see value in investing in these adaptable spaces, which generate both cultural and fiscal returns.

Behind every performance or event lies a complex infrastructure of technical and operational systems. Emerging trends, such as hybrid formats that blend in-person and digital experiences, sustainable building practices, and inclusive design, are reshaping how performing arts and event centers are conceived and operated. Advanced lighting and acoustical systems, adaptable seating arrangements, and integrated audiovisual technology are no longer optional but essential features of modern facilities.

This section explores the technical, design, and operational trends driving the next generation of performing arts and event centers, and considers how these elements can be thoughtfully applied in planning for venues like the one envisioned for Bluffton.

Venue Types

Each event type has unique facility needs. Certain events require large amounts of contiguous space, while others require many smaller meeting rooms. Often a single meeting will use many different types of spaces, such as large exhibit halls, banquet facilities, breakout meeting rooms, and theater seating. The diverse nature of this industry and the characteristics of various event types necessitate a variety of facility types. The main types of public assembly facilities are summarized as follows:

Hotel and Meeting Room Facilities: Many markets have developed a multipurpose or small convention or conference center complex within or adjacent to a hotel, as a means of improving the lure of the hotel and subsidizing its operations. These facilities, which have been undertaken in markets of varying sizes, are frequently developed through public-private partnerships whereby the public sector may assemble land, build parking, and fund meeting space components as a way to execute a project. Often the various project elements are developed as a joint project, in terms of timing, but in some markets, the public elements have been built first with the hotel coming later.

Conference Centers: Conference centers provide a specialized combination of meeting spaces, high-tech amenities, and services in support of training and education initiatives. Most conference centers are smaller than a convention center and may be operated in conjunction with a hotel, some are part of a university, and some operate as stand-alone venues.

Convention Centers: On a larger scale, convention centers combine the meeting capabilities of a conference center with exhibit space. These facilities are designed to meet the broad needs of the Meetings, Incentive, Convention, and Exhibition (M.I.C.E.) industry and primarily serve as economic development enterprises for the community. Their mission is to bring outside visitors and associated spending into the community, although they may also host large locally oriented consumer events.



The Hilton Orlando



Kauffman Foundation
Conference Center



Overland Park
Convention Center

Venue Types

Theaters: Theaters typically host theatrical events such as plays and musicals, but can also host other entertainment such as concerts, comedians, or lectures. Theaters range in size and stage types.

Black Box: A rectangular room, painted flat black to prevent glare from overhead lighting. It usually has a complex overhead lighting grid and moveable seats. While total number of seats is usually around 200, their moveable nature allows for experimentation with the shape and size of the performance space.

Amphitheaters: Round or oval-shaped venues with tiered seating in front of a central stage. Amphitheaters are typically outside and are among the oldest types of performing arts venues.

Stadiums: Typically used for sports such as baseball and football, concerts, and other large-scale entertainment events, stadiums are open-air venues elevated seating on one or more sides of a playing surfaces. For entertainment events, the stage is usually set up on part of the playing surface, with the rest of it sold as seating.

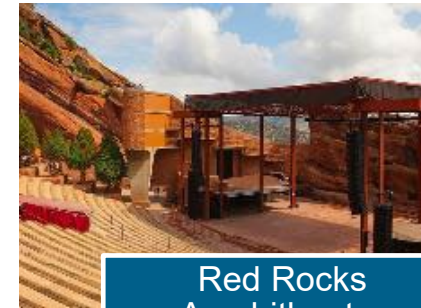
Arenas: Similar to stadiums but generally smaller and indoors, arenas are typically used for entertainment events, as well as sports such as basketball and hockey.



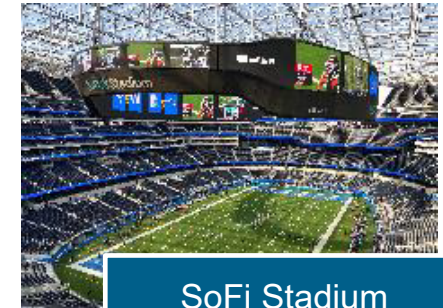
Fox Theatre Tucson



Rolling Meadows
Black Box Theatre



Red Rocks
Amphitheater



SoFi Stadium



Crypto.com Arena

Venue Types

Trademarts: Trademarts or merchandise marts typically combine an exhibit facility, permanent display space that is occupied by businesses under long-term lease agreements, and specialized office space. These facilities provide space for the wholesale distribution of products in specific industries and typically occur in large cities that serve as regional wholesale and marketing centers.

Exposition Halls: Focus exclusively on product and consumer shows that require little meeting space. Pure exposition halls generally exist in markets that have other convention and/or meeting venues available or in situations where the private sector has responded to a lack of supply by developing an inexpensive facility. Fairgrounds also offer facilities that are exposition-oriented.

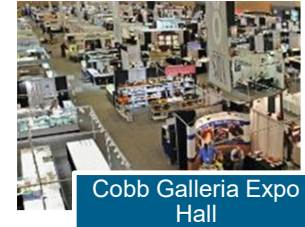
Fairgrounds: Fairgrounds combine a number of assembly and exposition elements on a large campus. Facilities may include one or more exhibition halls, along with arena and meeting hall functions, although little meeting space is usually offered on the property. Typically located away from downtown areas, fairgrounds provide acres of parking for large events.

Convocation Centers: Similar to an events center, a convocation center is a flexible, community venue often used as a conference or arena facility, typically located on a higher education institution's campus. These facilities host a variety of event types that utilize arena-type bowl seating or take advantage of retractable seating and use the entire arena floor as exhibition space.

Multi-Purpose Events Centers: Events centers, or arenas, are used as multi-purpose facilities to host a wide range of events, from small to mid-size conventions, and trade shows, to sporting events, concerts, and banquets. These facilities typically host many more locally oriented events than dedicated exhibit and ballroom space within convention centers. Events centers also incorporate breakout and meeting rooms, and often have a full commercial kitchen to cater banquet events.



Mississippi Trade Mart



Cobb Galleria Expo Hall



Indiana State Fairgrounds



Ohio University Convocation Center



Century Multipurpose Event Center

Venue Types

Concert Halls: Venues constructed specifically for classical music, with elevated and tiered seating sections and acoustics designed for symphony-orchestras.

Bandshells and Bandstands: Large, outdoor stages that are often found in public parks. Bandshells and Bandstands typically feature covered roofs and closed backs and often have permanent, non-elevated seating.

Opera Houses: Similar to a concert hall but constructed specifically for opera. Opera houses have high ceilings, tiered seating, and acoustics geared towards opera performances.

Clubs: Often paired with a bar and sometimes even a restaurant, clubs are smaller, indoor venues that typically host rock, hip-hop, and other popular music shows. Clubs usually just have general-admission floor seats, though some also sell more premium balcony or VIP seats.

Performing Arts Center: A purpose-built facility designed to host live performances such as theater, music, dance, and opera. These centers often include multiple performance spaces and support areas, serving as cultural hubs for both professional productions and community engagement.



Walt Disney Concert Hall



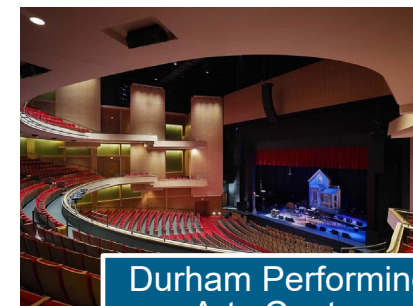
Daytona Beach Bandshell



Sydney Opera House



Tao Nightclub



Durham Performing Arts Center

Stage Types

Across live performance venues, there are a variety of stages that can accommodate different styles of performance. Most common stage types are described below.



Proscenium Theater:

The most typical type of stage in theatrical productions – features a rectangular stage opening made from the proscenium arch and the stage floor. The proscenium arch separates the actors from the audience, and is commonly called “the fourth wall.”



Area Stage Theater:

Commonly referred to as a Theater in the Round, this is the type of stage one would find at certain concerts and theatrical productions. It can also be used in conjunction with a proscenium, as is seen at the Grammys or the Oscars. It places the stage at the center of a square or circle, surrounded by spectators on all sides. It is generally thought of as less formal than types like the proscenium theater.



Open Stage Theater / Thrust Stage:

This theater type combines features from arena stage and the proscenium theater. It often has seating on three sides or in a semicircle with the stage “thrusting” out into the middle. Usually, the stage is low platform and has a proscenium opening at the back for entry/exit and scene changes. It can also be referred to as a Thrust Stage Theater.



Black Box:

A rectangular room, painted flat black to prevent glare from overhead lighting. It usually has a complex overhead lighting grid and moveable seats. While total number of seats is usually around 200, their moveable nature allows for experimentation with the shape and size of the performance space.



Found Space Theater:

Structures that were originally designed for a different function, but were repurposed into theaters. There are examples of companies converting many different types of buildings into theaters, like urban store fronts and even “Big Box” retail spaces, etc.

Other Important Entertainment Venue Terms

Fly / Fly Loft – The system of lines, pulleys, and counterweights / electrical hoists located above the stage that is responsible for dropping in scenery and lifting it back up. It is generally the most challenging and expensive part of the stage to consider. The fly loft, which is the structural tower that accommodates the fly system, should be at least 2.5 times the height of the proscenium to allow a full-length curtain to be raised completely out of audience view without exceeding the travel distance of standard counterweights.

Green Room – The waiting room for those involved in the show before they go on stage. If there is a high-profile individual, they will usually get their own room. Bigger groups will also get a green room, but it will be separate from that of the high-profile individual. Sometimes very large performance groups will stage out of a large rehearsal room.

House – The area where the audience sits, which is basically the front of the stage and beyond. The term is also used to describe the audience in general.

Orchestra Pit – A sunken area directly in front of the stage created for an orchestra in musicals or operas. It is not meant to be seen by the audience.

Rake – The angle of the stage floor so that it is not horizontal. A traditional raked stage has an upstage area that is raised higher than the downstage area.

Set – The physical scenery used to describe the setting of a particular point in a play. These items will generally be dropped from and lifted back to the fly loft.

Scene Shop – An area backstage where scenes and sets are built.

Trap – An area below the stage where individuals can be raised on and off the stage from underneath.

Wings – The offstage area to the right and left where people get ready to come on and off the stage. This area will have to be bigger if a fly loft is not installed.

Event Types

While there are a number of unique events that are hosted across venues, the most prevalent event classifications are listed below with commonly associated facilities, duration, level of economic impact, and other event attributes.

Event Types							
	Conventions & Conferences	Exhibitions & Trade Shows	Meetings & Assemblies	Consumer Shows	Entertainment Events	Sporting Events	Performing Arts
Purposes	Networking Education Idea Sharing Lobbying/Legislation	Sale of Goods & Services Advertising Networking	Organizational Business Idea Sharing Networking	Sale of Goods & Services Advertising Community Partnerships	Entertainment Arts & Culture Leisure	Tournaments & Competitions Recreation Leisure	Arts, Culture, & Education Entertainment Leisure
Facility Types	Hotels Convention Centers	Hotels Convention Centers Expo Centers Fairgrounds	Hotels Convention Centers Arenas Theaters	Hotels Convention Centers Expo Centers	Arenas & Stadiums Theaters & Amphitheaters Convention Centers	Arenas & Stadiums Convention Centers Sports Complexes	Performing Arts Centers Theatres & Amphitheaters Arenas & Stadiums
Event Duration	2 - 5 Days	3 - 6 Days	1 - 2 Days	2 - 5 Days	1 - 3 Days	1 - 3 Days	1 - 3 Days
Visitor Stay	2 - 4 Days	1 - 3 Days	1 - 2 Days	1 - 2 Days	1 Day	1 - 2 Days	1 - 2 Days
Visitor Type	Industry Specific	Industry Specific	Organization Specific	General Public	General Public	General Public	General Public
Visitor Origin	Mostly Non-Local	Mostly Non-Local	Local & Non-Local	Mostly Local	Mostly Local	Local & Non-Local	Local & Non-Local
Economic Impact	\$\$\$\$\$	\$\$\$\$\$	\$\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$

Venue Management Consolidation

In recent years, the live entertainment and venue management industry has undergone significant consolidation, reshaping its competitive landscape. In August 2024, Legends finalized its acquisition of ASM Global for an estimated \$2.3 billion. This marked a major turning point in the facility management sector. ASM Global, created in 2019 through the merger of AEG Facilities and SMG, had grown to operate more than 350 venues worldwide, including many NFL and NBA stadiums and arenas. By absorbing this expansive portfolio, Legends instantly became the world's largest third-party facility manager. The acquisition not only expanded Legends' operational footprint but also integrated ASM's capabilities with Legends' existing strengths in feasibility analysis, market research, project management, food and beverage, merchandise, premium seating, sponsorship sales, and naming rights consulting. The result is a fully integrated, 360-degree service model that supports every phase of a venue's lifecycle. This consolidation significantly narrowed the field of major players in the industry, positioning Legends and Oak View Group (OVG) as the two dominant forces.

OVG has emerged as a formidable competitor, having bolstered its position in 2021 through the acquisition of Spectra. OCV blends real estate development with facility operations and event booking. While Legends now manages a broader and more unified portfolio, OVG continues to grow its influence through high-profile developments and a robust suite of services.

While Legends and OVG dominate the venue operations space, Live Nation Entertainment remains a powerful and distinct player. Unlike its counterparts, Live Nation does not focus on day-to-day facility management. Instead, its strength lies in controlling the live entertainment supply chain—most notably through its ownership of Ticketmaster and major artist management firms. With exclusive booking rights, long-term venue leases, and partial ownership stakes, Live Nation exerts substantial control over performance venues without directly operating them. This gives the company a unique competitive edge: the ability to prioritize its own venues for tours, bundle services for artists and sponsors, and dictate terms through its dominance in talent and ticketing.

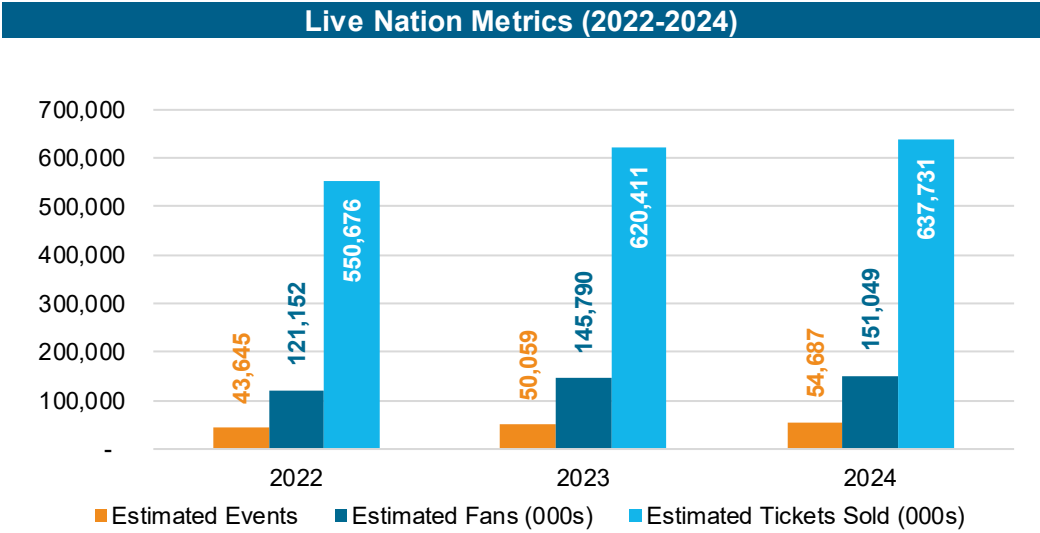
As of 2025, the live entertainment and venue management ecosystem is largely shaped by these three major players, Legends (with ASM Global), OVG, and Live Nation, each pursuing distinct but overlapping strategies. Legends and OVG focus on full-service facility development, operations, and event management, while Live Nation controls the talent pipeline, ticketing infrastructure, and promotional apparatus. Together, they form a tightly concentrated and increasingly vertically integrated industry, where success hinges on the ability to control not just venues, but the content and consumer relationships that flow through them.

Industry Promoter - Live Nation

Live Nation Entertainment Inc. (Live Nation), one of the world’s leading live entertainment and e-commerce companies, controls bookings for approximately 70 percent of the talent available and owns or controls nearly 300 venues around the country and over 100 international venues. In 2024, Live Nation promoted over 54,000 live music and other events, reaching over 788 million fans, generating over \$23 billion in total revenues. Concert business generated \$19 billion, or 82 percent of total revenues in 2024 and ticketing generated \$3 billion, or 13 percent of total revenues in 2024.

This widespread control by Live Nation along with the demand by the gaming industry has led to higher guarantees to the acts, which impacts the cash flow available for operation of venues. This has made it more difficult for the smaller, more regional promoters to succeed in large venues. These factors combined with the reality that there are few artists who are able to draw enough concert goers to fill large facilities (over 10,000 seats) make independent booking of large arenas and amphitheaters harder to compete and succeed at.

Live Nation Concerts recorded an increase of 25 percent in total events and estimated fans between 2022 and 2024, resulting in a 15 percent increase in ticket sales and the largest fan count in Live Nation history. A portion of the increase in ticket sales can be attributed to the heightened demand for events at amphitheaters, arenas, theatres, and club venues. In particular, arena fan count increased by almost 8 million fans to over 50 million fans globally.

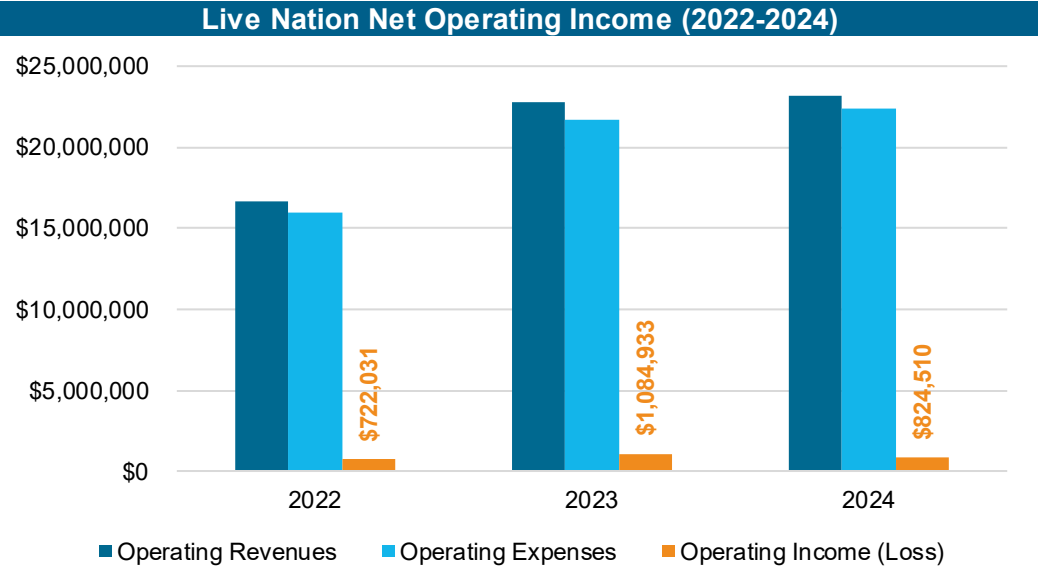


Source: Johnson Consulting, Live Nation

Industry Promoter - Live Nation Continued

Costs borne by Live Nation increased in 2024 as well, primarily driven by decreased operating income in the Concerts segment, but were partially offset by increased income in the Sponsorship and Advertising segment. There was also a reported 15 percent increase in administrative expenses, driven by additional compensation expenses related to venue growth and increased global activity. Finally, corporate expenses rose due to costs associated with strategic initiatives and operational growth. Despite rising operating costs, Live Nation reported a Net Operating Income of \$824,510 in 2024.

The downside of this strong performance is that talent prices are at an all-time high. Gaming venues have also been a big factor in talent price increases – they can afford the show, and they know that as long as they can get the attendance, the money will be made elsewhere. The adage that the acts get a majority of the ticket revenue, and the venues are really in the rent, concession and parking business could not be more accurate – especially for casinos, where gambling produces sizable profits.



Source: Johnson Consulting, Live Nation

The VIP Experience

In recent years, more and more entertainment venues have been offering VIP (very important person) spaces and experiences in addition to typical seating options. These experiences can take many forms, with some common ones being dedicated VIP seating or standing sections (often with more comfortable seats), amenities such as higher-quality food and beverage options, dedicated restrooms and lounges, and backstage access where VIPs get to spend time before or after the show and even, in some cases, meet the entertainer or artist. VIP experiences provide venues the opportunity to sell premium tickets, often at multiple times the price of normal tickets, and serve customers who are interested in paying more for elevated experiences. They also provide sponsorship and partnership opportunities between venues and premium brands. Similarly, artist green rooms and dressing rooms have become much nicer and often have a meet and greet area for VIPs.

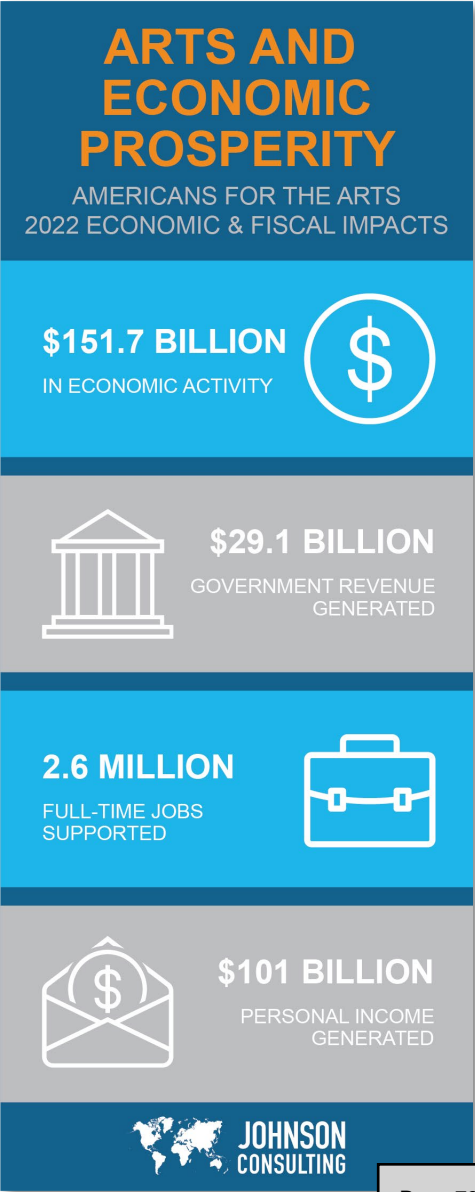
Consumers are seeking this type of exclusive access to connect more intimately with the event and/or performers. The heightened level of involvement and access create a more memorable experience that general admission tickets do not offer. This sentiment of an increased focus on customer experience carries throughout event types from concerts to sporting events and numerous existing facilities are reimagining their VIP options when planning future expansions and improvements. With the realities of smaller attendance at live events, venues are inspired to be more strategic and creative than ever to engage guests.



Americans for the Arts

Every five years, Americans for the Arts releases a research study named Arts and Economic Prosperity, which details the economic impact of nonprofit arts and cultural organizations and their audiences. Currently, the research publication is on its sixth edition and highlights data primarily from 2022. The study includes data about spending, jobs, revenue, and household income among others, as well as survey results relating to the overall importance of arts and attendance trends. These findings include a wide array of event types ranging from jazz and outdoor entertainment festivals to non-musical plays and ballet.

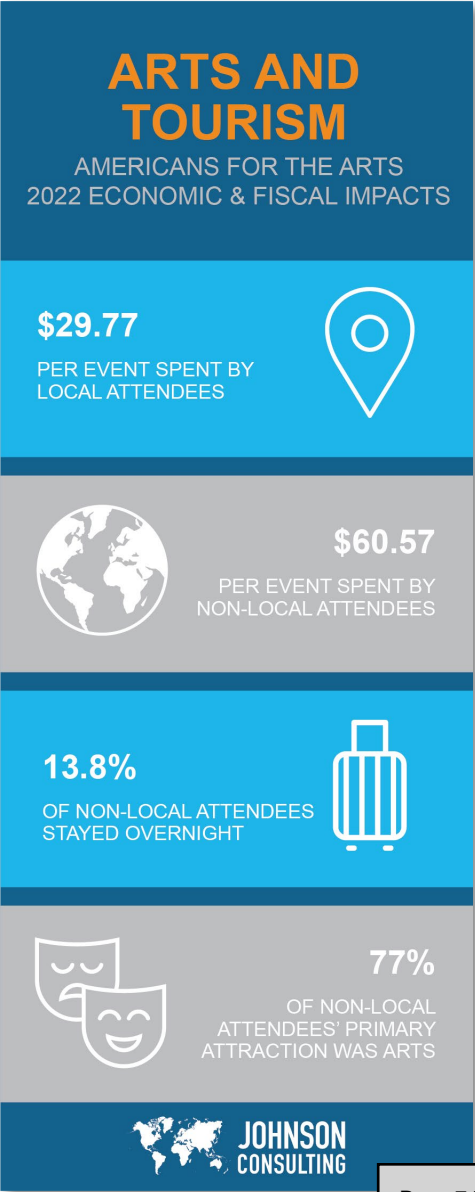
In 2022, nonprofit arts and cultural organizations and their audiences accounted for a total of \$151.7 billion in economic activity. This figure can be broken down further into two parts – spending by the organizations (\$73.3 billion) and event-related spending by the audiences (\$78.4 billion). As a multibillion-dollar industry, one can imagine the financial impact these nonprofit organizations have on government revenue as well. While audience spending generated \$10.8 billion in government revenue, the organizations added another \$18.3 billion for a total of \$29.1 billion. Compared to the initial budgets most municipalities provide for nonprofit arts and cultural groups, they make for a substantial return on investment. The graphic to the right highlights these statistics.



Americans for the Arts

In addition to spending and government revenue, the arts are essential in generating the resources that help a community thrive – jobs and income. 2.6 million total full-time equivalent jobs were supported through these nonprofit organizations, with the organizations accounting for roughly 1.6 million of them. Furthermore, \$101 billion in resident household income was created, with roughly two thirds of that figure coming from organizations, and the audiences responsible for the rest.

One big aspect of nonprofit arts and cultural events is tourism, and the ability of an event to draw attendees locally and from other counties. The reason it is so important to attract visitors from out of town is their propensity to spend more money – and thus generate more revenue for local economy. While the average attendee spends \$38.46 per person per event (not include cost of admission), this number is weighted because on average only 30.1 percent of attendees are nonlocal. While local attendance may outnumber that of nonlocals, the opposite is true when it comes to average spending. Local attendees only spend \$29.77 per person per event, compared to \$60.57 for nonlocal attendees. This means that on average, individuals attending from out of town spend more than twice as much as those attending their local event. This surely creates an enormous increase in revenue and economic activity. Of the nonlocal attendees, 13.8 percent reported utilizing overnight lodging – another big economic generator for a community. The graphic to the right highlights these statistics.



National Endowment for the Arts

The National Endowment for the Arts (NEA) estimates state-level arts and cultural value derived from the Arts and Cultural Production Satellite Account (ACPSA), which is produced jointly by the NEA's Office of Research & Analysis and the Bureau of Economic Analysis, U.S. Commerce Department. State-level arts and cultural estimates are available for total arts and cultural production, and for 35 ACPSA groups.

As shown, the state of South Carolina has experienced \$8.6 billion of added value to the economy by the arts, \$4.3 billion in worker's compensation, and 60,500 workers employed by the art's industry.

National Endowment for the Arts	
State-Level Estimate of Art's Economic Value & Employment (2022)	
\$8.6 Billion	2.9%
Value added to South Carolina's economy by the arts	Art's value-added as a share of South Carolina's economy
\$4.3 Billion	60,500
Arts worker compensation	Arts employment
Source: ASPSA, NEA, U.S. BEA, Johnson Consulting	

Survey of Public Participation in the Arts

In July 2022, the Survey of Public Participation in the Arts (SPPA) was administered by the National Endowment for the Arts as a supplement to the U.S. Census Bureau’s Current Population Survey (CPS). The total sample size of the 2022 SPPA was 40,718 U.S. adults, aged 18 and over, of which 23.2 percent were represented by proxy respondents.

The 2022 SPPA covers the following topics and components:

Core 1: Arts attendance and literary reading

Core 2: Arts attendance and venue types

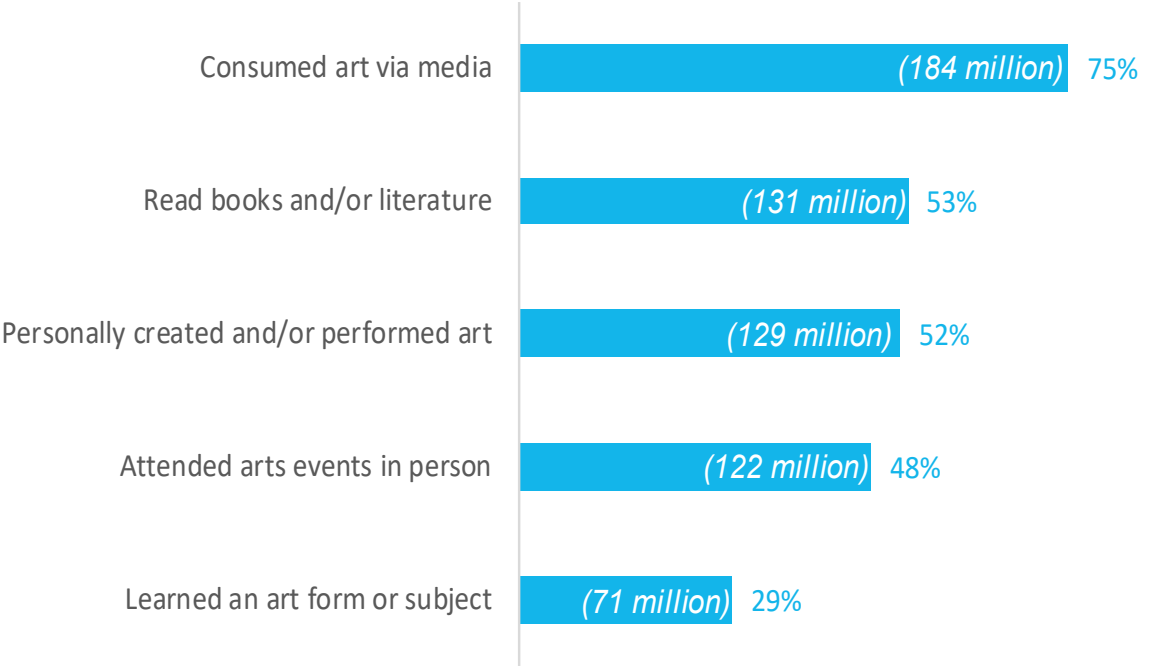
Module A: Consuming art via electronic or digital media

Module B: Performing art, creating visual art, and writing

Module C: Other artistic, cultural, and civic activities

Module D: Arts education

The chart to the right illustrates the percent of U.S. adults who participated in various arts activities at least once in a 12-month period in 2022. As can be seen, though in-person arts consumption is still very prominent, the ability to consume art via media offers flexibility which is increasingly popular for consumers.

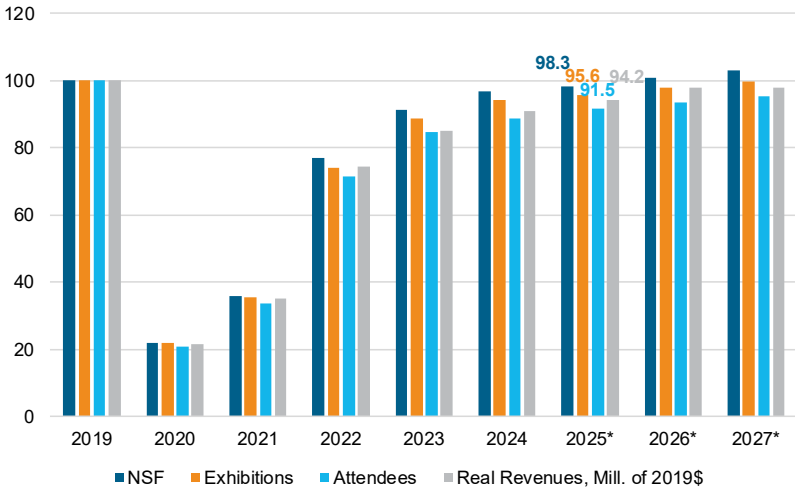


Multipurpose Venue Trends

Like other sectors of the broader hospitality industry, the events industry was devastated in by the COVID-19 pandemic and the resulting lockdowns and travel restrictions. According to the most recent Index Report produced by the Center for Exhibition Industry Research (CEIR), after a decade of growth following the 2008 economic crash, the number of net square feet utilized in the United States fell from 249 million in 2019 to 55 million in 2020, while real revenues (in 2019 dollars) went from \$12.5 billion to \$2.9 billion. The numbers of event exhibitors and attendees similarly declined sharply, from 1.4 million and 32.6 million in 2019, respectively, to 296,000 and 6.8 million in 2020.

The industry has bounced back to some degree over the past few years but has yet to achieve pre-pandemic levels of success and is not forecast to do so by CEIR until 2026. However, recovery from this most recent economic shock does appear to be moving more quickly than it did after the 2008 economic crash, with the overall events industry making sizeable year-over-year gains in square feet utilized, real revenues, exhibitors, and attendees.

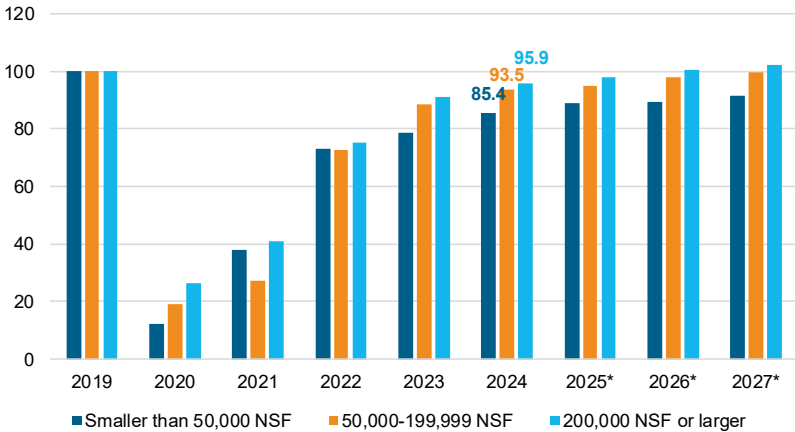
(2019-2027) Overall Exhibition Industry Index, 2019 =100



*Forecasted

Source: CEIR

(2019-2027) CEIR INDEX and Metric Performance by Event Size, 2019 =100



*Forecasted

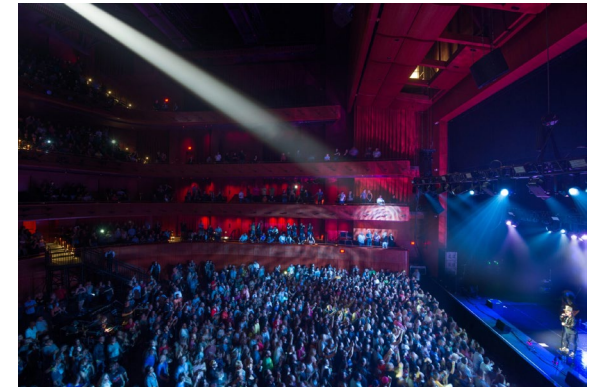
Source: CEIR

Multipurpose Venue Trends – Flexible Seating Technology

The event and entertainment industry, particularly performing arts venues, are increasingly embracing flexible seating solution as a response to evolving audience expectation, programming needs, and economic opportunities. Traditional fixed-seat theaters often limit a venue's ability to accommodate diverse event types or audience configurations. In contrast, flexible seating systems, such as retractable seating, motorized risers, and modular platforms, allow venues to transform quickly between theatrical, concert, banquet, or open-floor layouts. This adaptability not only maximizes usage and revenue potential but also supports a wider range of artistic expression and community engagement. As venues seek to remain relevant and financially sustainable, especially in mid-sized and regional markets, these technologies are becoming a hallmark of forward-thinking design. Industry leaders have responded with innovations like spiral lift mechanisms, movable audience towers, and automated floor systems, enabling seamless transitions between formats without extensive manual labor or downtime.

The trend is particularly prominent in new construction and major renovations, where flexibility is seen as essential infrastructure rather than an optional feature. Beyond technical adaptability, flexible seating also contributes to inclusive and accessible design, allowing venues to better accommodate patrons with diverse mobility needs and to host nontraditional performances that challenge conventional spatial norms. As consumer demand continues to shift toward immersive and customizable experiences, venues equipped with flexible seating are better positioned to serve as vibrant, multifunctional cultural anchors in their communities.

Shown at right is the H-E-B Performance Hall at the Tobin Center in San Antonio, Texas. The main floor is convertible from traditional theatrical seating for approximately 2,000 to a flat floor capable of seating 600 or more for a banquet-style event.

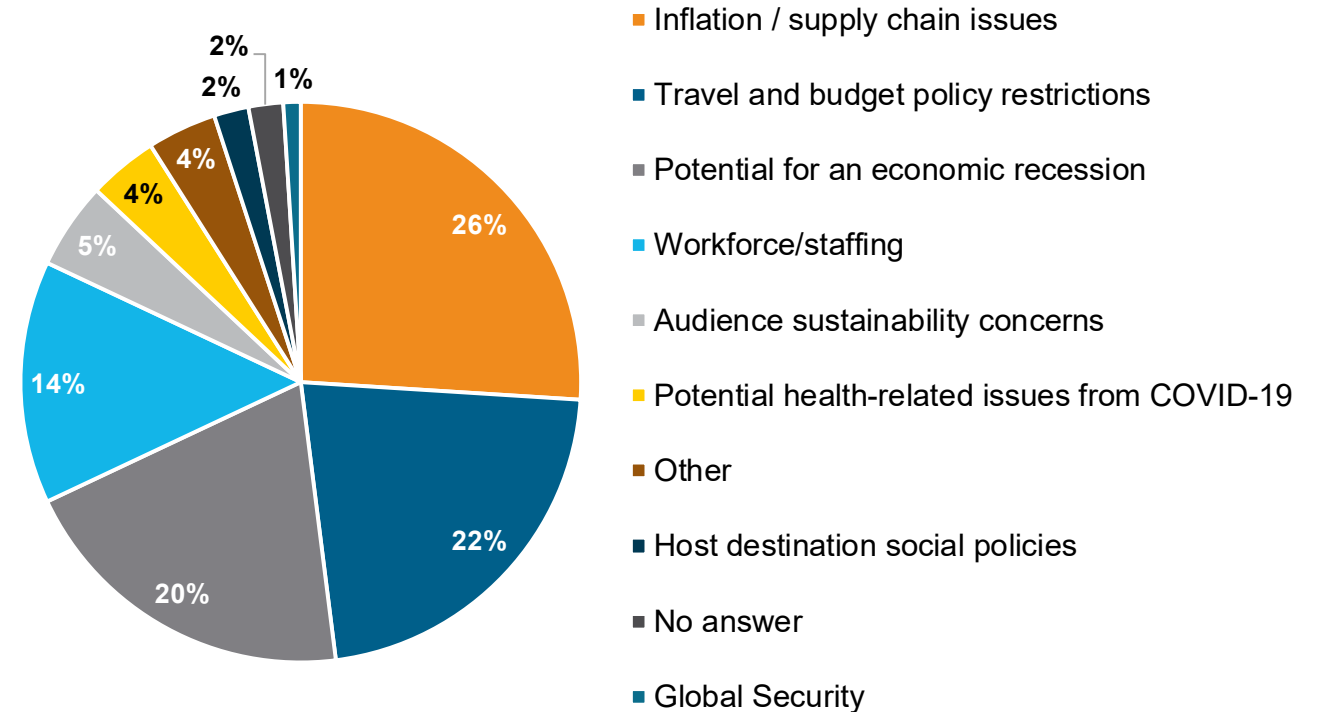


The Future of Meetings and Events

The convention, meeting, and exhibition industry is in a state of significant flux as it adapts to the new realities of the post-pandemic landscape. In the November, 2022 issue of *Convene Magazine*, an events industry trade publication, the Professional Convention Management Association (PCMA) presented its annual industry forecast for 2023 and beyond. This report and others like it help provide insight into the direction of the events industry is going in the short and medium terms.

As part of the report, the PCMA surveyed over 200 event professionals about their outlook on the industry going forward. When asked what they believed will have the biggest impact on their events-related business in 2023, the top four responses were inflation / supply chain issues (26 percent), travel and budget policy restrictions (22 percent), potential for an economic recession (20 percent), and workforce / staffing (14 percent). By contrast, only 4 percent said that health-related issues from COVID-19 would have the biggest impact on their business. Though much of the concerns around the health-related implications of the pandemic have abated, the economic, social, and political consequences of COVID-19 remain very relevant and continue to have a significant impact on the events industry.

What do you believe will have the biggest impact on your events-related business in 2023?



Source: PCMA Annual Industry Forecast November 2022, Johnson Consulting

The Future of Meetings and Events

The pandemic hasn't just impacted the events industry's bottom line: It has altered the criteria by which a successful event is judged. In its June, 2023 *Meeting Room of the Future Barometer* report, the International Association of Conference Centers surveyed more than 250 meeting planners from venues around the world. When asked how the criteria for meetings space has changed since the COVID-19 pandemic, respondents highlighted the five following categories:



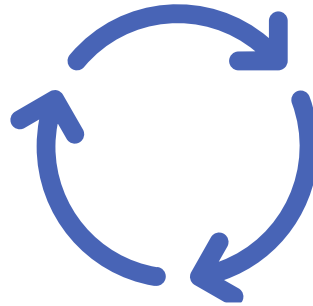
More Space

Due to the pandemic, people are used to having more space, making larger event venues more popular.



Outdoors

Outdoor spaces have also become more in demand since the pandemic, with attendees increasingly wanting a more airy, natural setting



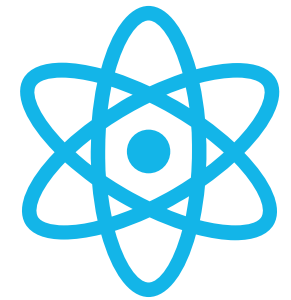
Flexible

Flexibility not only enables greater social distancing; it helps event planners cater to attendees' desire to have less rigid events with more breakout sessions



Hybrid

Hybrid work, socialization, and events are a legacy of the pandemic that appears to be here to stay. As such, it is important to consider how a venue will perform in a hybrid setting.



Evolved Technology

Beyond just hybrid events, the pandemic accelerated adoption of new technology and, as a result, attendees now expect more advanced, high-tech events to be the norm.

The Future of Meetings and Events

In August 2023, JCA Arts Marketing published a report on Trends in Audience Behavior. For the purposes of these findings, pre-pandemic refers to data prior to March 13th, 2020 and post-pandemic is referring to data after July 2021. The key takeaways of that report are highlighted at right.



Across all genres, ticket sales and ticket income have increased since the reopening season. Theatres were nearly as full as they were pre-pandemic in December 2022.



Decrease in ticket sales post-pandemic is not due to pricing, but subscriber ticket sales are down with standard tickets making up the bulk of ticket sales.



Growing new audiences will be imperative to increase audience members and replace non-renewing subscribers and create new returning audiences in the future.



The timing of when people buy tickets has not changed since the pandemic, but single ticket sales earlier in the runs of productions should be encouraged due to decreasing subscribers.



A focus on overall experience that is welcoming and encourages return visits.

Implications

As Bluffton considers developing a venue, it is critical to select the right facility type aligned with market demand and programming strategy. Outdoor-oriented facilities such as festival grounds, amphitheaters, and bandshells benefit from lower capital costs and can tap into the growing interest in open-air event spaces. However, these venue types are inherently limited by weather conditions and seasonal use. Indoor venues—such as concert halls, opera houses, and theaters—offer more controlled environments and are well-suited for specific programming types but lack the flexibility of arenas or multipurpose facilities. Ultimately, Bluffton has an opportunity to create a venue that reflects both current market realities and future trends. In doing so, the following key factors should be thoughtfully evaluated:

Venue Management

Given the likely scale of the proposed facility, securing a private venue management company may be less feasible or advantageous. Consolidation in the industry has led many such companies to prioritize larger, more profitable venues. As a result, private management may not be an ideal fit at this time. However, partnering with a private catering vendor could be a strategic way to enhance the facility's event offerings and revenue generation potential.

Space Offerings

Multipurpose venues and versatile design elements are also becoming increasingly important, such as divisible meeting rooms and flexible seating options. This design versatility will be paramount for a new venue in Bluffton in order to adapt to a variety of event types and sizes. Another trend is planners and attendees increasingly favoring outdoor environments for receptions, gatherings, and other pre- or post-function activities. Outdoor spaces also offer the opportunity to create stronger connections to the surrounding community and businesses, enhancing both the venue's sense of place and its economic impact. As such, integrated and adjacent outdoor event spaces should be a core consideration in the facility's design.

Shifting Patron Bases

Across the U.S., many performing arts venues are experiencing demographic shifts in their audiences. Although the sector is recovering post-pandemic, traditional subscriber bases—often composed of older patrons—have declined. Acknowledging these shifts in future revenue projections is essential to developing a realistic and sustainable financial outlook for the contemplated venue, as well as considering the forecasted changes in Bluffton's demographics in the coming years.

3. National Case Studies

Overview

The following case studies were chosen as examples of leading industry trends and best practices in relation to a proposed Performing Arts Center in Bluffton. This subsection of the report includes detailed profiles of each destination that describe key programming, development, and operating characteristics as well as a benchmarking exercise to compare each of the venue’s markets and other attributes to that of Bluffton. A key theme across each case study facility is the multifunctionality of the space.

Map Legend	
Index	Facility
1	Cain Center
2	Chapman Cultural Center
3	Peace Center Concert Hall
4	Newberry Opera House
5	College of Coastal Georgia Center for the Arts
6	Parker Arts, Culture & Events (PACE) Center
7	Wake Forest Renaissance Centre

Source: Johnson Consulting



Case Studies



Cain Center – Cornelius, NC

Year Opened: 2023

Construction Cost: The total construction cost was \$22.6 million. \$2.5 million came from the state of North Carolina while the remaining \$20 million came from private contributions. Additionally, the town allocated \$4 million in municipal bond funds to the construction of an arts district. Total construction costs were originally estimated to be \$25 million. When final construction costs were less than expected, the additional money fundraised was allocated towards future facility maintenance.

Ownership & Operations: The facility is operated and owned by the Cain Center for the Arts, a 501(c)(3) which seeks to bring quality visual and performing arts to the Lake Norman region of North Carolina through their live performance events, visual exhibitions, and educational programming. In addition to the 17-member board, the Cain Center employs approximately 24 full time staff that run the events, programming, and support operations at the facility.

Location: The Cain Center is located in downtown Cornelius, NC. Cornelius has a population of 31,364 and is 21 miles north of Charlotte.

Rental Rates: Shown to the right are the rental prices for the Cain Center and its various facilities. In addition to the main theater, the Cain Center offers multiple meeting, events, and gathering spaces available for public rental. These spaces can be modified to accommodate events that require seating and tables; however, such modifications reduce the overall capacity due to the corresponding reduction in available floor space.



Cain Center Rental Rates

Space	Max Seating Capacity	Max Standing Capacity	Rate	Minimum Rental Time
Theater	400	300*	\$1,800 / day	Full day
Large Classroom	24	75	\$65 / hour	3-hours
Small Classroom	16	40	\$50 / hour	3-hours
Lawn			\$125 / hour	3-hours
Lobby	<350, varies	350	\$150 / hour	3-hours
Dance Studio		75	\$35 / hour	3-hours
Board Room	24	50	\$35 / hour	3-hours
Gallery			\$100 / hour	3-hours
Plaza			\$125 / hour	3-hours

*Requires the stage to be extended over the orchestra seating, additional \$3500 installation fee

Source: The Cain Center

Cain Center – Cornelius, NC

Facilities: The theater has over 400 total seats – 192 orchestra seats, 79 rear orchestra seats and 130 balcony seats. The main theater can also be adapted to host banquet/dance events by extending the stage over the orchestra, but predominately hosts ticketed performances. In addition to the theater, the Cain Center has several other facilities that can be rented out and utilized to host events such as lobbies, a board room, large and small classrooms, and a dance studio. The Cain Center's two floor lobby is typically rented out for receptions, banquets and other social gatherings. It can provide additional connected space for events that take place in the theater. The lobby overlooks the Cain Center Patio which acts as a pre-event gathering space. The board room and classrooms are used to host virtual and in-person meetings and classes. Additionally, the Cain Center uses the classrooms to host arts classes, camps, workshops, and other activities. The Cain Center's dance studio can be rented to host small recitals and has a 75-person maximum capacity.

Programming: The Cain Center offers different events in the categories of Musical Performance, Comedy, Live Speaker and Theatre Performance. The center also hosts educational arts classes in topics such as ceramics, painting, drawing, theatre, other miscellaneous visual arts events, as well as summer camps and other educational programming.

Demand: The Cain Center typically hosts around 40 ticketed events every year. The facility had 41 ticketed event days in 2023. In addition to ticketed events, the facility hosts a variety of various arts related classes, which accounted for 13 percent of the facility's revenues in 2023. The Cain Center regularly hosts visual art exhibitions which feature a range of artistic mediums and typically highlight the work of local artists.



Cain Center – Cornelius, NC

Financials: Cornelius Arts Community Center's financial information is shown in the tables to the right. The facility's net operating income dropped drastically from the 2022 to 2023. The chart on the bottom right shows that the decrease in contributions and grants was from both government grants and private contributions. The \$2.0 million in 2021 was a state allocation and the \$4.1 million in 2022 was due to the sale of a bond. These funds were allocated towards the construction cost of the facility. Starting in 2023, the town of Cornelius has allocated roughly \$400,000 in subsidies to keep the Cain Center operational. The Cain Center's revenue does not come solely from ticket revenue; the facility also collects various other sources of revenue from facility rental, art class revenue, and food & beverage revenue.

Observations: The Cain Center offers a versatile facility design, including a 400-seat theater and multiple flexible rental spaces that support both performances and community events, maximizing usage and revenue. Its programming is diverse, blending musical performances, theater, comedy, and educational classes, which fosters broad community engagement and year-round activity. Financially, the Cain Center successfully leverages both public and private funding sources, with over half of its revenue in 2024 coming from contributions and grants, helping to offset operational costs. The center's modest but consistent schedule, coupled with targeted arts education offerings, demonstrates a sustainable model for blending cultural enrichment with fiscal responsibility.

Cornelius Arts Community Center Net Operating Income

	2021	2022	2023	2024
Total Revenue	\$8,259,432	\$7,473,472	\$3,033,554	\$3,417,708
Contributions & Grants	\$8,208,799	\$7,317,639	\$2,266,038	\$2,034,874
Program Service Revenue	\$0	\$136,907	\$727,658	\$1,201,190
Investment Income	\$69,150	\$31,429	\$49,717	\$165,345
Other Revenue	(\$18,517)	(\$12,503)	(\$9,859)	\$16,299
Total Expenses	\$480,022	\$779,726	\$2,157,682	\$3,034,505
Grants and similar amounts paid	\$0	\$7,000	\$8,260	\$40,927
Salaries, Wages, Benefits	\$235,279	\$368,026	\$646,328	\$859,651
Other Expenses	\$244,743	\$404,700	\$1,503,094	\$2,133,927
Net Operating Income (Deficit)	\$7,779,410	\$6,693,746	\$875,872	\$383,203

Source: GuideStar, Johnson Consulting

Cornelius Arts Community Center Program Service Revenue

	2023	2024
Ticket Revenue	\$368,174	\$565,956
Facility Rental	\$53,708	\$202,188
Food & Beverage	\$56,160	\$150,542
Art Class Revenue	\$208,979	\$135,852
Summer Camp Revenue		\$80,540
Box Office Fees	\$27,036	
All Other program Service Revenue	\$13,601	\$66,112
Program Service Revenue	\$727,658	\$1,201,190

Source: GuideStar, Johnson Consulting

Cornelius Arts Community Center Contributions and Grants

	2021	2022	2023	2024
Fundraising Events	\$22,140	\$16,635	\$43,496	\$37,484
Government Grants	\$2,022,287	\$4,144,746	\$426,000	\$487,000
All Other Contributions	\$6,164,372	\$3,156,258	\$1,796,542	\$1,510,390
Non Cash Contributions	\$7,500	\$630,000	\$0	\$57,525
Contributions & Grants	\$8,208,799	\$7,317,639	\$2,266,038	\$2,034,874

Source: GuideStar, Johnson Consulting

Chapman Cultural Center – Spartanburg, SC

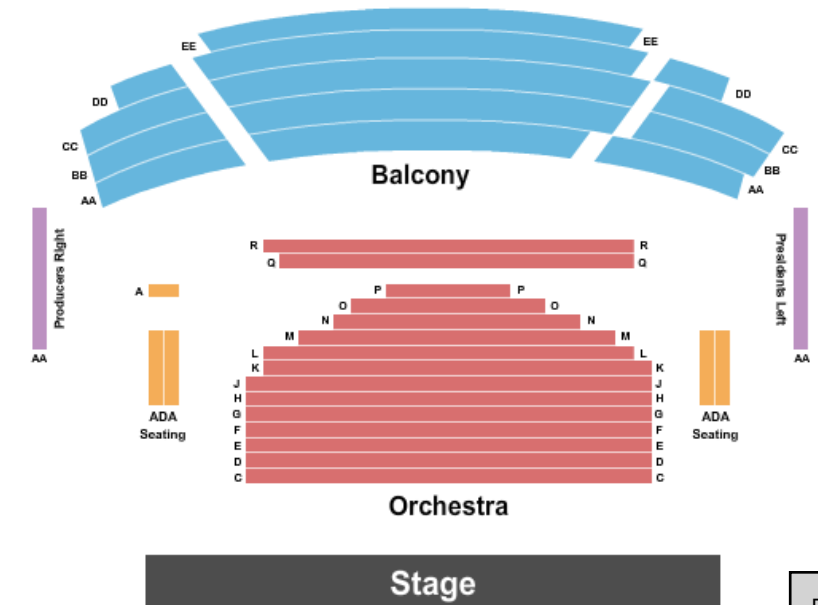
Year Opened: 2007

Construction Cost: The total construction cost was \$42 million and was funded by private donations and contributions.

Ownership & Operations: The Chapman Cultural Center is owned and operated by The Arts Partnership of Greater Spartanburg, a nonprofit organization dedicated to supporting cultural organizations in Spartanburg County. The venue has a board with 32 voting members and 28 full-time employees and 52 volunteers.

Location: The Chapman Cultural Center is located in downtown Spartanburg, SC. Spartanburg has a population of 40,623 and is located in northwestern South Carolina and is 30 miles east of Greenville, SC and 75 miles southwest of Charlotte, NC.

Facilities: The Chapman Cultural Center is made up of three separate buildings that are connected via the centrally located outdoor Zimmerli Plaza. The Chapman Cultural Center's theater seats 476 persons and has a proscenium stage and dressing rooms. The theater can be configured to host different events like live performances, small orchestral groups, and chamber group performances. The Chapman Center's Jennifer Evins Lobby has a standing capacity of 542 persons and is capable of hosting banquets and other social events. The facility also includes three meeting rooms with capacities ranging from 25 to 50 people. The Mayfair Arts Center located at the Chapman Cultural Center is a two-story facility with a variety of large and small educational spaces. These spaces include a ceramics studio, photography studio and 2D/3D arts studios. The campus also includes a history museum and an art museum, which frequently showcase local and student art work.



Chapman Cultural Center – Spartanburg, SC

Programming: The Chapman Cultural Center offers a wide variety of events including touring Broadway shows, live performances, speaker events, comedy events, culinary events and art galleries. Additionally, the center’s arts studios provide a space for smaller recurring community arts classes.

Demand: The Chapman Cultural Center hosted 245 unique events over 269 event days in 2024. According to Placer.ai, a location analytics platform, the Chapman Cultural Center had 83,700 visits in 2024 with the average visit lasting 131 minutes. Only 3.3 percent of the total visits in 2024 came from more than 100 miles away. The large number of events, high visitation and low proportion of non-local visitors indicates that the Chapman Cultural Center is frequently used for community use. For example, many of the events that the Chapman Cultural Center hosted were recurring arts classes. While typically not as well attended as large ticketed events, these smaller events provide more opportunities for community members to utilize the facility.

Rental Rates: The rental rates for the various Chapman Cultural Center spaces are listed to the right. Facility rental rates vary by the type of organization renting out the facility with non-profit organizations getting various levels of discounted rates for each facility feature like the theater, lobby and meeting space. The Chapman Cultural Center’s Mayfair arts studio has rentable arts facilities like a photography studio, dance studios and ceramics studio.

Chapman Cultural Center Rental Rates						
Space	Theater		Lobby		Meeting Rooms	
	Non-Profit	Commercial/ Other	Non-Profit	Commercial/ Other	Non-Profit	Commercial/ Other
Full Day*	\$1,500	\$2,000	\$1,200	\$2,000	\$225	\$375
Non-Event Day	\$800	\$900	-	-	-	-
Part Day (5 Hours)	\$800	\$1,000	\$600	\$1,000	-	\$200
Part Day (2 Hours)	\$200	\$250	\$400	\$600	\$100**	-

*8am - 11:59pm

** +\$25 per additional hour

Source: Chapman Cultural Center, Johnson Consulting

Mayfair Arts Studio Rental Rates	
Space	Hourly Rate*
Photography Studio	\$30
Dance Studios	\$40
2D/3D Studio	\$55
2D/3D Studio Table	\$8
Ceramics Studio	\$55
Pottery Wheel	\$8

*Max Rental Time of 12 Hours per day

Source: Chapman Cultural Center, Johnson Consulting

Chapman Cultural Center – Spartanburg, SC

Financials: From 2020-2023 the Chapman Cultural Center has incurred a net operating deficit except for 2022. That year the facility received nearly double the number of contributions and grants than in each of the previous two years. In 2023, 77 percent of the Chapman Cultural Center's Program Service Revenue came from Program Related Rent. Ticket Sales made up a far smaller portion of Program Service Revenue. The Chapman Cultural Center also received dedicated allocation from the city of Spartanburg's Hospitality tax (roughly \$100,000/year).

Observations: The Chapman Cultural Center's wide variety of spaces allows the facility to not only host large ticketed events but also host smaller arts and community lessons. A Performing Arts Center in Bluffton could benefit from a similar array of spaces—hosting both touring and large ticketed events as well as catering to community organizations. A diverse set of spaces allows a facility to not only serve different audience types but also maximizes facility usage and potential revenue streams. The recent decrease in contributions and grants that led to Chapman's net operating deficit in 2023 emphasizes the need for consistent, diversified funding strategies, especially in smaller markets like Bluffton.

Chapman Cultural Center Net Operating Income

	2020	2021	2022	2023
Total Revenue	\$2,240,546	\$2,123,080	\$3,689,346	\$2,614,576
Contributions & Grants	\$1,493,680	\$1,486,564	\$2,831,471	\$1,560,750
Program Service Revenue	\$565,433	\$558,165	\$594,776	\$709,352
Investment Income	\$612	\$44	\$155	\$1,197
Other Revenue	\$180,821	\$78,307	\$262,944	\$343,277
Total Expenses	\$3,290,647	\$2,700,858	\$3,210,577	\$3,852,199
Grants and similar amounts paid	\$552,634	\$200,427	\$387,490	\$576,743
Salaries, Wages, Benefits	\$1,004,296	\$839,815	\$929,424	\$1,092,490
Other Expenses	\$1,733,717	\$1,660,616	\$1,893,663	\$2,182,966
Net Operating Income (Deficit)	(\$1,050,101)	(\$577,778)	\$478,769	(\$1,237,623)

Source: GuideStar, Johnson Consulting

Chapman Cultural Center Program Service Revenue

	2020	2021	2022	2023
Program Related Rent	\$446,515	\$488,314	\$498,030	\$544,415
School Fees	\$74,819	\$69,284	\$61,221	\$87,499
Ticket Sales	\$44,099	\$567	\$35,525	\$77,438
Program Service Revenue	\$565,433	\$558,165	\$594,776	\$709,352

Source: GuideStar, Johnson Consulting

Chapman Cultural Center Contributions and Grants

	2020	2021	2022	2023
Government Grants	\$485,254	\$609,725	\$874,806	\$675,483
All Other Contributions	\$1,008,426	\$876,839	\$1,956,665	\$885,267
Contributions & Grants	\$1,493,680	\$1,486,564	\$2,831,471	\$1,560,750

Source: GuideStar, Johnson Consulting

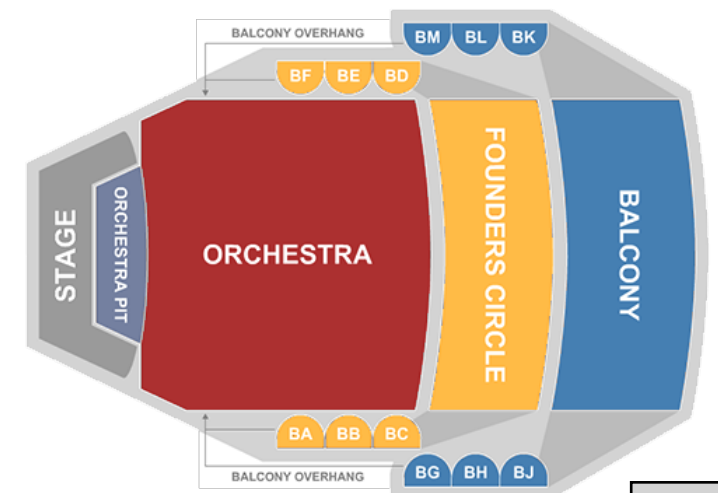
Peace Center – Greenville, SC

Year Opened: 1990

Construction Cost: The Peace Center Theater and the surrounding development was constructed for \$42 million in 1990. The Peace Family's donation of \$13 million was a major catalyst for construction. \$14 million came from various governmental organizations; \$6.5 million came from the city, \$1.5 million came from Greenville County and \$6 million came from a state issued bond. The balance was raised via private donations and partnerships. In 2010, the facility underwent a series of renovations that cost \$23 million and was financed through a fundraising campaign. In 2023, the facility underwent another series of renovations that cost \$36 million. \$20 million was taken from cash reserves, \$10 million came from philanthropic gifts and the remaining amount from tax credits.

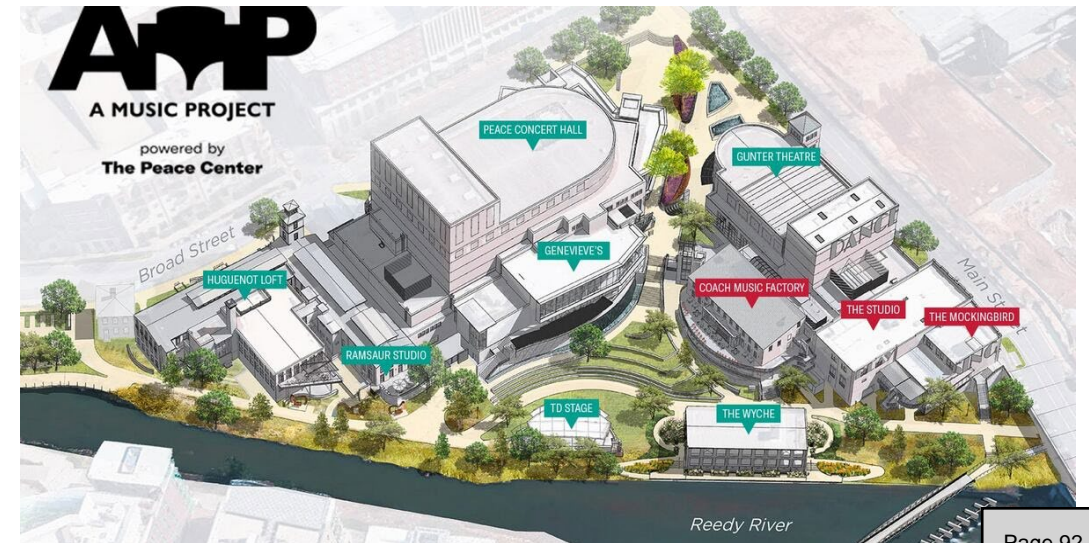
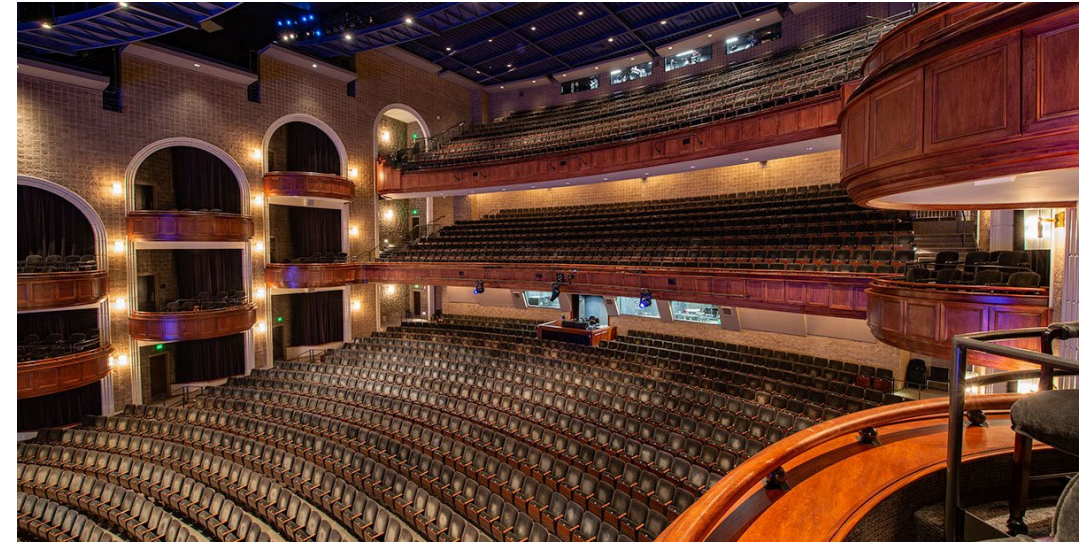
Ownership & Management: The Peace Center is owned, managed, and operated by the Peace Center Foundation, a non-profit organization. The Peace Center is run by its president and CEO but also has a Board of Trustees that includes an executive committee a chair, a treasurer and a secretary, an additional 11 trustees and two ex-officio trustees. Additionally, in 2023, the center employed 204 staff and had 120 volunteers.

Location: The Peace Center, shown on the right, is located along the bank of the Reedy River at the intersection of W. Broad and S. Main Streets in downtown Greenville, South Carolina. The Greenville metro area is one of the largest in the state of South Carolina; the 30-minute drivetime radius surrounding the Peace Center has a population of 700,462.



Peace Center – Greenville, SC

Facilities: Peace Concert Hall is the Center's premiere indoor venue. Constructed in 1990 and renovated in 2010 and 2023, the Concert Hall features a 60-musician orchestra pit, proscenium stage, and can accommodate more than 2,115 persons in its 3-tier, auditorium-style seating area. Gunter Theatre is a 439-seat auditorium-style performing arts venue. It offers a more intimate setting for certain acts that may not be appropriate for, or may not require the capacity of the Peace Concert Hall. The Pavilion, which opened in 2012, is the Peace Center's outdoor concert venue. The amphitheater-style facility sits between the Reedy River and the Peace Center's main building. It has seating for 1,200 within the multi-tiered open lawn seating area. The elevated, covered stage features in-house lighting and audio systems. In addition to the three large stages, the Peace Center also includes the Genevieve patron lounge which is used for hosting patrons before and after events and has a balcony that overlooks the Peace Center's outdoor pavilion. The Wyche building was built in the early 1900s and is currently under renovation, but has historically held large events like weddings, dinner parties and large social gatherings. The Huguenot Loft is a similarly old facility, built around the 1880s, and has 8,000 SF of event space. Historically, the space is typically used for weddings, receptions and corporate events. The Ramsaur Studio is 2,700 SF and is home to master classes, workshops, small gatherings and intimate receptions. The Peace Center does not have any parking available on-site, but there are over 4,500 parking spots in parking garages within a 10-minute walk of the facility. There are additional, paid, surface-level parking lots, as well as free street parking space nearby. The map in the bottom right shows the Peace Center's campus with existing facilities labeled in green and soon-to-be repurposed facilities in red.



Peace Center – Greenville, SC

Programming: The Peace Center has a wide variety of ticketed events offerings including plays, musicals, live musical performances, live orchestral performances, comedy events, magic shows, live speaker events, live cooking competitions and movies. The facility typically hosts ten touring Broadway shows in a season, with each show staying in town for a week. Additionally, student matinee programs provide shows with an educational emphasis specifically for local students. The Peace Center's various spaces also host private events like weddings, corporate events, and other social gatherings.

Greenville's Fine Arts Center is located at the Peace Center and provides local students an opportunity to study theatre, music, visual arts, dance, creative writing, and film and video production. Roughly 450 students attend the Greenville Fine Arts Center every year. The Peace Center provides various other teaching opportunities for community members like the Artist Residency and Artists-In-Residency programs.



Peace Center – Greenville, SC

Demand: The Peace Center hosted 131 unique events over 174 event days in 2024. According to Placer.ai, the Peace Center Concert Hall had 49,600 visits in 2024, with the average visit lasting 106 minutes. Only 13 percent of the total visits in 2024 came from more than 100 miles away, indicating strong local participation in arts events in Greenville. The facility was especially busy during the spring and fall months with April and September being the two most visited months out of the year.

Rental Rates: Shown in the bottom right are the rental prices for the Peace Center. The Gunter Theater is the only theater venue in the facility that is able to be rented out. This facility can only be rented out for private non-ticketed events like corporate gatherings. Despite having been rented out in the past, the Pavilion, the Peace Center’s outdoor venue, is currently not able to be rented due to ongoing construction. Both the Ramsaur Studio and Huguenot Mill Conference Room are available to rent with the Huguenot Mill Loft.



Peace Center Rental Rates

Space	Max Seating Capacity	Max Standing Capacity	Rate	Rental Time
Huguenot Mill Loft	300	400	\$3,500	10 Hours*
Ramsaur Studio	60	150	\$750	10 Hours**
Huguenot Mill Conference Room	25	-	\$200	10 Hours**
Gunter Theater	400	-	\$5,000	1 Day

*\$250 for an additional event hour

**With rental of Huguenot Loft

Source: The Peace Center

Peace Center – Greenville, SC

Financials: Unlike most local performing arts facilities, the Peace Center has had a multimillion-dollar NOI for the past three years. This level of profitability is uncommon for performing arts centers. The past two reported years (2022 and 2023), the facility had program service revenue greater than \$20 million, which came largely from their ticket revenue. While the facility's main source of revenue is from ticket revenue, it also heavily relies on contributions and grants. In 2021, the Peace Center received nearly \$9 million as a part of South Carolina's COVID relief act to update ventilation and other building upgrades. The nearly \$12 million in "All Other Contributions" in the fiscal year of 2023 comes from philanthropic gifts to support new proposed renovation plans to the Peace Center Campus. In 2023, 27 percent of the Peace Center's total revenues came from contributions and grants.

Observations: The Peace Center's integration into downtown Greenville and its proximity to a large regional population underscores the value of selecting a strategic, accessible location to maximize community engagement and attendance. The indoor and outdoor venues of varying capacities accommodate the facility's diverse programming and audience sizes. Although a significant portion of the Peace Center's revenue comes from its ticketed events, philanthropic dollars and public support are still required to keep the facility profitable. Hosting educational programs, artist residencies, and student matinees has not only supported the arts ecosystem in Greenville but also created lasting ties with schools and families.

Peace Center Foundation Net Operating Income

	2020	2021	2022	2023
Total Revenue	\$17,298,653	\$17,581,209	\$36,406,643	\$42,840,019
Contributions & Grants	\$3,065,985	\$13,634,419	\$5,963,920	\$11,851,380
Program Service Revenue	\$12,836,179	\$780,428	\$23,079,198	\$26,005,211
Investment Income	(\$109,351)	\$2,138,681	\$5,189,785	\$2,841,479
Other Revenue	\$1,505,840	\$1,027,681	\$2,173,740	\$2,141,949
Total Expenses	\$17,826,336	\$7,034,741	\$26,095,933	\$28,989,487
Grants and similar amounts paid	\$0	\$0	\$35,500	\$10,000
Salaries, Wages, Benefits	\$4,379,915	\$2,788,884	\$5,026,459	\$5,044,004
Other Expenses	\$13,446,421	\$4,245,857	\$21,033,974	\$23,935,483
Net Operating Income (Deficit)	(\$527,683)	\$10,546,468	\$10,310,710	\$13,850,532

Source: GuideStar, Johnson Consulting

Peace Center Foundation Program Service Revenue

	2020	2021	2022	2023
Ticket Revenue	\$12,588,486	\$665,805	\$22,691,600	\$25,545,389
All Other program Service Revenue	\$247,693	\$114,623	\$387,598	\$459,822
Program Service Revenue	\$12,836,179	\$780,428	\$23,079,198	\$26,005,211

Source: GuideStar, Johnson Consulting

Peace Center Foundation Contributions and Grants

	2020	2021	2022	2023
Government Grants		\$8,895,008	\$2,248,515	
All Other Contributions	\$3,065,985	\$4,739,411	\$3,715,405	\$11,851,380
Contributions & Grants	\$3,065,985	\$13,634,419	\$5,963,920	\$11,851,380

Source: GuideStar, Johnson Consulting

Newberry Opera House– Newberry, SC

Year Opened: 1882

Construction Cost: The facility was constructed in 1882 for \$30,000. A series of renovations took place in the mid-1990s that cost \$5.5 million which was fundraised by local residents. \$1.35 million of the recent \$1.7 million refresh to the Opera House's interior was funded by the state while the rest was covered by private fundraising.

Ownership & Operations: The Newberry Opera House is owned and operated by the Newberry Opera House Foundation, which is a 501(c)(3) organization. There are 17 voting members and in 2023 the venue reported 25 employees and 118 volunteers.

Location: The Newberry Opera House is located in downtown Newberry, SC which is located in Central South Carolina and is roughly 40 miles northwest of Columbia, SC. Newberry is a smaller market that has a population of 10,580.

Facilities: The Newberry Opera House features an auditorium that can seat 425, including the balcony. The facility also features a lobby that is more than 10,000 SF. As a part of the renovation that took place in the 1990s, a 10,000 SF addition that included a rehearsal room was added to the facility. The rehearsal room is directly adjacent to the theater's stage and is joined to it by a pneumatically sealed sliding door. The facility's Romanesque revival architecture style and 130-foot-high tower helps the facility serve as a distinguishing landmark for the city of Newberry.

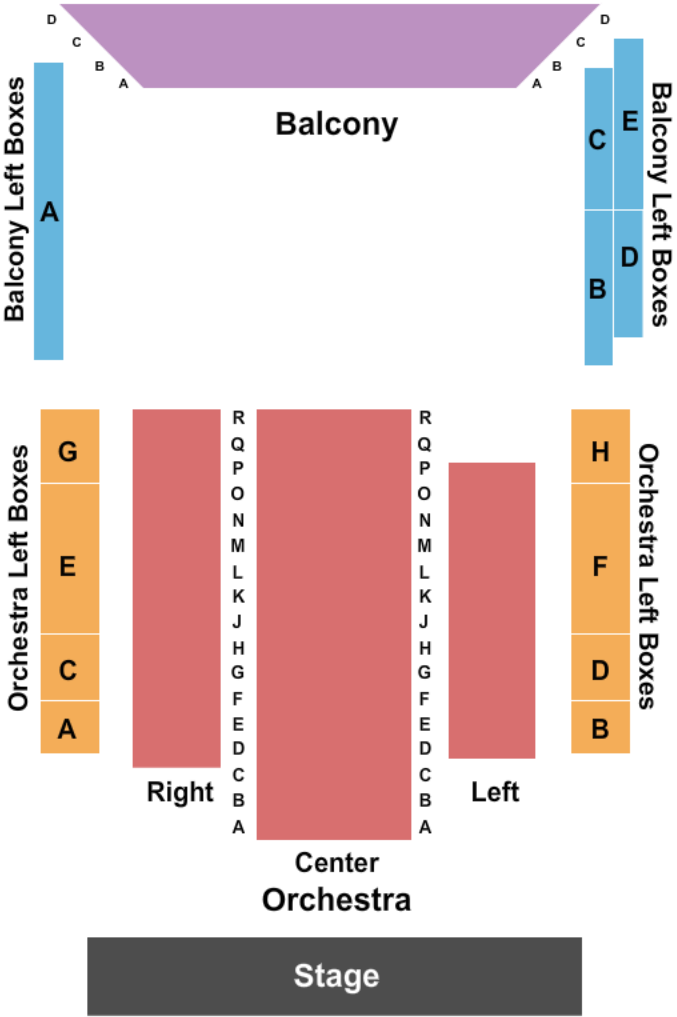


Newberry Opera House– Newberry, SC

Programming: The Newberry Opera House offers a variety of events. A majority of the events held at the facility are live musical performances, but the facility also hosts plays, operas, and ballets. The Newberry Opera House also offers film showings throughout the year.

Demand: During the Spring portion of the Newberry Opera House’s 2024-2025 season (which lasted from January 2025– May 2025), the Newberry Opera House hosted 51 live performances. During the 2023-2024 season, the Newberry Opera House hosted 85 different live performances. According to Placer.ai, the Newberry Opera House had 39,100 visits in 2024 with the average visit lasting 112 minutes. Only 7 percent of the total visits in 2024 came from more than 100 miles away. This indicates the facility does not have a larger regional draw.

Rental Rates: Newberry Opera House rental rates are not publicly available.



Newberry Opera House– Newberry, SC

Financials: Since 2020, the Newberry Opera House has had a negative net operating income three of the four years. 2022 was the only year in that window to have a positive net operating income. In that same year, the Newberry Opera House received \$1.9 million in government subsidies and grants, which was \$1.5 million more than the previous and following years. This \$1.5 million grant was to renovate the facility with new seats, fresh paint and new lighting. Newberry County typically gives \$100,000 a year in quarterly payments to help the facility with operational costs.

Observations: With its focus on live performances and touring acts, the Newberry Opera House is a historic venue and a source of pride for the Newberry community. While the Newberry Opera House hosts a steady stream of live performances and movies in its auditorium, the lack of multi-use spaces reduces its potential for daytime programming, arts education or civic engagement opportunities. The lack of regional draw from the theater further underscores the need for more multipurpose spaces that could further diversify the facility's programming. The volatility tied to fluctuating contributions and grants underlines the importance of a diversified funding base. A facility in Bluffton could maximize its usefulness and potential revenue streams by designing a versatile, community-driven facility that supports both large live performances and smaller community events.

Newberry Opera House Net Operating Income

	2020	2021	2022	2023
Total Revenue	\$1,795,800	\$1,320,069	\$3,673,500	\$2,286,331
Contributions & Grants	\$541,829	\$776,647	\$2,388,872	\$1,098,121
Program Service Revenue	\$1,175,999	\$492,444	\$1,199,434	\$1,098,778
Investment Income	\$8,887	\$9,610	\$23,991	\$20,660
Other Revenue	\$69,085	\$41,368	\$61,203	\$68,772
Total Expenses	\$1,996,282	\$1,365,435	\$2,020,800	\$2,519,694
Grants and similar amounts paid	\$0	\$0	\$0	\$0
Salaries, Wages, Benefits	\$450,062	\$409,867	\$425,559	\$760,053
Other Expenses	\$1,546,220	\$955,568	\$1,595,241	\$1,759,641
Net Operating Income (Deficit)	(\$200,482)	(\$45,366)	\$1,652,700	(\$233,363)

Source: GuideStar, Johnson Consulting

Newberry Opera House Foundation Program Service Revenue

	2020	2021	2022	2023
Production Revenue				\$1,092,801
Facility Usage				\$5,977
Program Revenue	\$1,175,999	\$492,444	\$1,199,434	
Program Service Revenue	\$1,175,999	\$492,444	\$1,199,434	\$1,098,778

Source: GuideStar, Johnson Consulting

Newberry Opera House Foundation Contributions and Grants

	2020	2021	2022	2023
Membership Dues and Other Amt	\$1,941	\$2,902	\$738	
Fundraising Events	\$1,750	\$150,000		
Related Organizations				\$371,864
Government Grants	\$96,028	\$200,902	\$1,928,488	\$170,464
All Other Contributions	\$442,110	\$422,843	\$459,646	\$555,793
Non Cash Contributions				\$500
Contributions & Grants	\$541,829	\$776,647	\$2,388,872	\$1,098,621

Source: GuideStar, Johnson Consulting

College of Coastal Georgia Center for Arts – Brunswick, GA

Year Opened: The facility is currently under construction with completion anticipated for fall 2025.

Ownership & Operations: The College of Coastal Georgia will own and operate the facility once construction is completed.

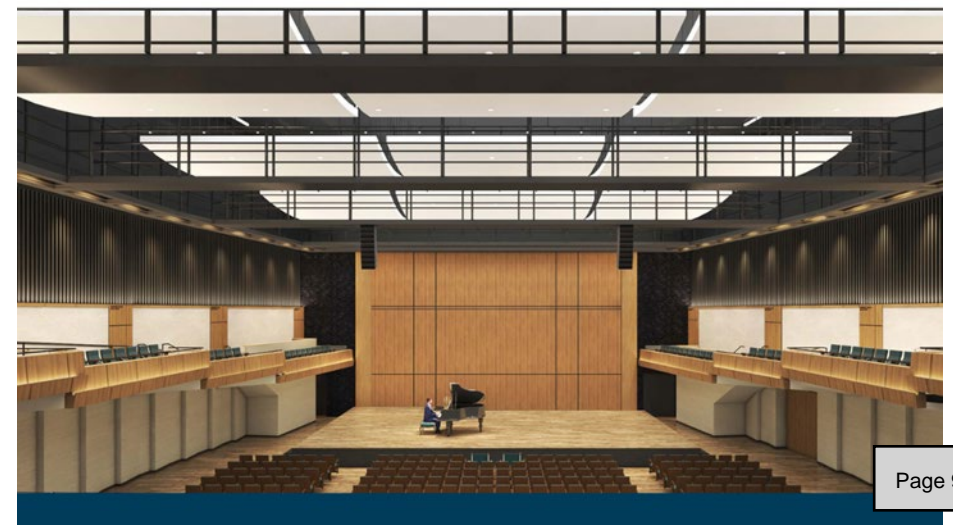
Construction Cost: \$20 million in ESPLOST (Education Special Purpose Local Option Sales Tax) funds was raised in 2015 for the construction of the building. The COVID-19 pandemic delayed the project and now an additional \$17 million is needed to enhance and sustain the center and the facility is currently running a Founding Friend of the Center program to fundraise.

Location: The Center for the Arts will be located on College of Coastal Georgia's campus. The College of Coastal Georgia is located on the northside of Brunswick, Georgia which is a town of 14,830. Brunswick is located in eastern Georgia on the Atlantic Ocean and is 70 miles north of Jacksonville, FL and 78 miles south of Savannah, GA. College of Coastal Georgia had an undergraduate enrollment of 3,189 as of the fall 2023 semester.

Facilities: When completed, the facility will feature an auditorium with professional level acoustics and flexible seating for up to 1,000 guests. The auditorium will be able to host musicals, concerts, orchestras, dance performances, lectures, meetings, banquets and various other community events. The facility will also include auxiliary building features like two dressing rooms, a green room and a large lobby.



Auditorium Overview | Orchestra Stage

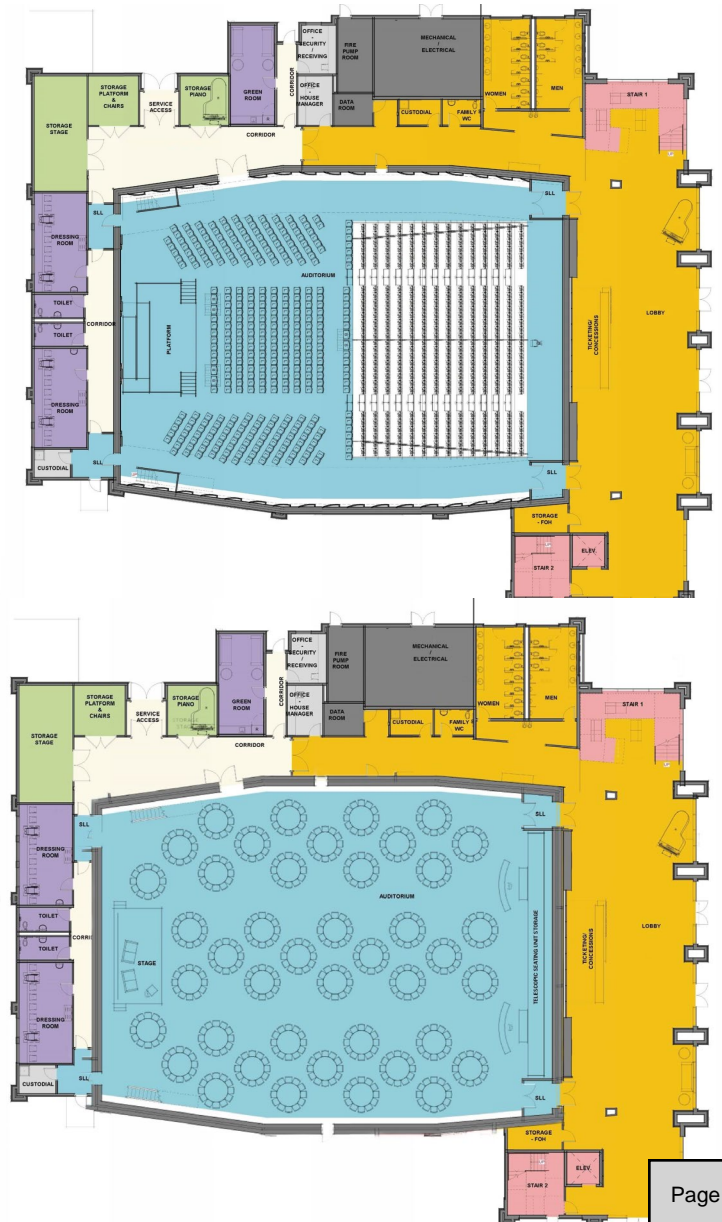


College of Coastal Georgia Center for Arts – Brunswick, GA

Flexible Seating: The floor plan to the top right shows the 1,000-seat auditorium. The two sections of the seating: the floor seats closer to the stage (shown in blue) and the riser seats (shown in white) can be reconfigured to support a variety of event types. As shown on the middle and bottom right, the auditorium can transform into a concert hall with an orchestra pit as well as a flat floor to accommodate a banquet-style event.

Programming: The facility's auditorium will be used to both host local performances and attract larger touring acts. The facility will be located on the College of Coastal Georgia's campus; however, due to the Glynn County Board of Education's involvement in securing the funding for the facility, it is possible the local school system will also have the ability to use the facility for school plays, graduations, and other large events.

Observations: The new Center for the Arts at the College of Coastal Georgia is an example of a performing arts facility serving both educational and community purposes through a strong institutional partnership. Its location on a college campus opens opportunities for academic integration, student performances, internships, and shared programming, which could be a model for Bluffton if a similar partnership with a local college or school system is pursued. It should be noted that the Center for the Arts exclusion of smaller classroom space and rehearsal rooms could limit the educational programming and local arts engagement beyond large-scale events, however, the key design element at this venue, the flexible seating technology, will become the status quo for new construction of performing arts spaces to ensure multifunctionality and financial sustainability.



Parker Arts, Culture & Events Center – Parker, CO

Opened: 2011

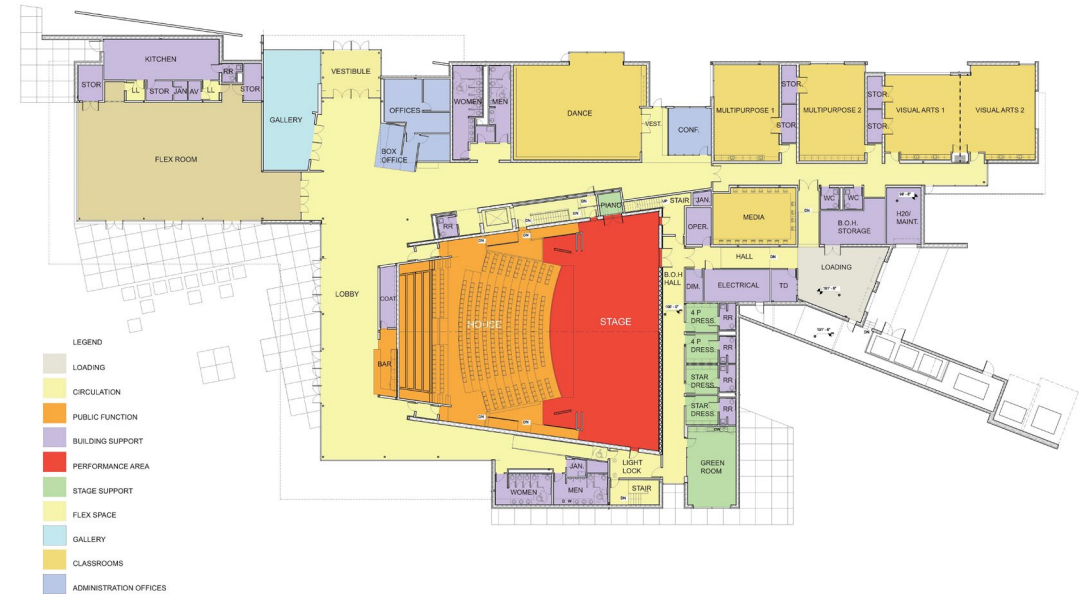
Construction Cost: The total construction costs were \$21.7 million and was funded through a 25-year municipal loan.

Location: The Parker Arts, Culture & Events Center (PACE Center) is located in Parker, CO, 24 miles southeast of Denver.

Ownership & Operations: Owned and operated by the Town of Parker and the Town's Cultural Department, the venue offers unique gathering spaces and provides access to a wide variety of performances, exhibits, and educational programs in arts, culture, history, and science. The facility is led by a 17-person leadership team.

Facilities: The 2,992 SF Mainstage Theater has 500 seats without Orchestra Pit seating, and 534 seats with it. A 2,992 SF event room accommodates up to 270 people for theater seating, 60 for classroom setups, and a maximum of 200 for banquets. In addition to hosting visual arts exhibits, the 828 SF art gallery can host 75 people for theater seating and 50 for banquets. Additionally, the dance studio and smaller reception rooms range from 600 to 1,680 SF, seating between 25 and 100 guests. The Fance Studio is outfitted with a garage door, allowing the space to transform into a hybrid indoor/outdoor reception space, in addition to the 200-capacity West Terrace Plaza that is also available for rent. There is also an 824 SF teaching kitchen that is used to host culinary arts classes and events.

The adjacent historic Schoolhouse complex features the 200-seat Schoolhouse Theater, along with additional event spaces, classrooms, dressing rooms, and a dance studio. Throughout the facility, the PACE Center utilizes skylights and glass walls to maximize natural light and provide views of the surrounding landscape.



Parker Arts, Culture & Events Center – Parker, CO

Programming: The PACE Center has multiple different offerings in the categories of art exhibits and receptions, classical music, comedy, community events, cultural events, dance, Family Discovery Series, free concert series, fundraisers, interactive events, jazz performances, musicals, lectures, plays, school group matinees, and more. Additionally, the center hosts unique educational classes and camps in content creation, music, STEM, theater, painting, calligraphy, watercolor, ceramics, journaling, photography, cooking, and more.

Demand: The PACE Center typically hosts 120 events each year in their event room. According to Placer.ai, the PACE Center attracted 38,300 visitors in 2024 with only 2.85 percent coming from more than 100 miles away. While the facility doesn't have anchor tenants, they collaborate with partner organizations like the Parker Symphony Orchestra and the Parker Chorale. In addition, they present around 164 commercial and touring acts, along with 50 rental events.

Rental Rates: Shown to the right are the rental prices for the PACE Center. Similar to varying rates based on full-day rental or hourly rentals, and different rates for residents for profit, and not-for-profit organizations, the PACE Center has rates that vary by the day of the week. This can encourage a higher rate of utilization during weekdays as weekends are typically in higher demand for private rentals.

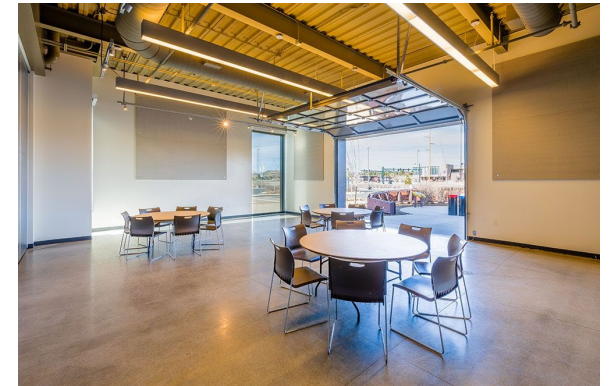
Parker Arts, Culture & Events Center Rental Rates (Per Day)			
	PACE Center	The Schoolhouse	Notes
Meeting Package Monday - Thursday	\$1,500	\$1,000	Package not available Friday - Sunday Non-Ticketed Only; Includes 5hrs
Theater Package Monday - Thursday	\$4,000	\$1,500	Includes 9hrs
Theater Package Friday - Sunday	\$6,000	\$1,850	Includes 9hrs
	\$5,000	\$1,500	Multiple Days

Source: The PACE Center, Johnson Consulting

Parker Arts, Culture & Events Center – Parker, CO

Financials: The PACE Center generates approximately \$3.5 million in revenue each year, against \$6 million in expenses, resulting in a net operating loss of about \$2.5 million. They receive between \$1.7 million and \$2.8 million in public subsidies, and a grant from the Scientific and Cultural Facilities District (SCFD). This grant is funded by a penny on every \$10 in sales and use tax collected, distributed annually to qualifying organizations across seven counties in the Denver metro area. The SCFD grant provides vital operational support to small, medium, and large organizations and helps bring world-class exhibits and events to the region that might not otherwise take place. The PACE Center receives approximately \$535,000 annually from this grant, along with around \$259,000 from private contributions, including memberships, sponsorships, and donations.

Observations: In addition to its various meeting and event spaces that can accommodate large groups and different events, the PACE Center has the third largest theater in the analyzed set. Unique design elements, such as integrated indoor spaces with outdoor spaces, should be thoughtful considerations for a new venue in Bluffton. Outdoor spaces provide more flexibility for event planners and attendees, while also providing a unique event experience by capitalizing on the local climate. The facility's robust programming in the arts, combined with unique educational classes and camps on topics like content creation, calligraphy, and photography, sets it apart from other facilities and allows it to attract visitors outside of show performances. This diverse offering not only enhances its appeal but also positions the PACE Center as a leading destination for both entertainment and learning in the community.



Renaissance Center – Wake Forest

Year Opened: The Renaissance Center opened in 2013 and underwent major renovations in 2018.

Location: The Renaissance Center is located in downtown Wake Forest. The Town of Wake Forest recently engaged Johnson Consulting to conduct a feasibility study for a new arts and events center that would complement the existing facility.

Ownership & Operations: The Town of Wake Forest purchased the Renaissance Center as part of the Renaissance District, a 220 acre downtown municipal district.

Rental Rates: Currently, the facility features a multipurpose Grand Hall that totals 4,700 SF with a banquet capacity of 200 and divisible classroom space in the Arts Annex totaling 718 SF, resulting in 5,418 SF of total function space.

The facility offers an “à la carte” rental structure, with graduated rates for different types of customers. Non-residents are charged the highest rates, while residents or business owners and cultural organizations are charged lower rates. Additionally, there are fees for various other services and amenities such as laying out a dance floor, serving alcohol, and bringing in an additional AV tech specialist.

Note that these fees only apply to rentals – the facility also generates revenue from the ticketed performances it hosts as well as its educational programming and camps.

Wake Forest Renaissance Center Summary of Rental Rates and Fees				
Space	Non-Resident	Resident or Business Owner	Non-Wake Forest Cultural Org.	Wake Forest Cultural Org.
Grand Hall				
Full Hall (4-Hour Min.)	\$350 / hour	\$200 / hour	\$150 / hour	\$100 / hour
Arts Annex				
Classroom A (1-Hour Min.)	\$40 / hour	\$30 / hour	\$20 / hour	\$20 / hour
Classroom B (1-Hour Min.)	\$40 / hour	\$30 / hour	\$20 / hour	\$20 / hour
After-Hours Attendant	\$20 / hour	\$20 / hour	\$20 / hour	\$20 / hour
Other Fees				
Refundable Deposit (No Alcohol)	\$250	\$250	\$250	\$250
Refundable Deposit (Alcohol)	\$500	\$500	\$500	\$500
Dance Floor	\$100	\$100	\$100	\$100
Rentals with 151+ Guests	\$50 / hour	\$50 / hour	\$50 / hour	\$50 / hour
Additional AV Tech Specialist	\$25 / hour	\$25 / hour	\$25 / hour	\$25 / hour
Serving Wine & Beer	\$250	\$250	\$250	\$250
Serving Liquor	\$500	\$500	\$500	\$500
<i>Source: Wake Forest Renaissance Center, Johnson Consulting</i>				

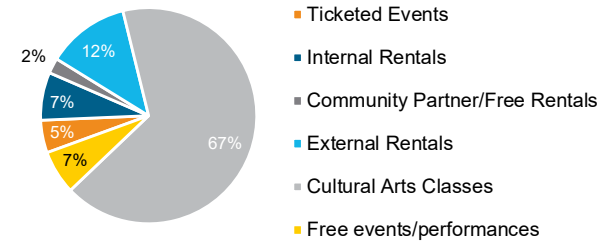
Renaissance Center – Wake Forest

Programming: The facility hosts a variety of programming types including ticketed events, internal rentals, external rentals, community rentals, art classes, and free events. 67 percent of events are free community events and 12 percent of programming is external rentals. The majority of programming occurs in the Grand Hall.

Demand: Historically, the Renaissance Center hosts an average of 330 annual events including ticketed events, private rentals, and classes, attracting a total of 23,479 attendees, or an average of 75 attendees per event. In 2024, the facility hosted 397 events and welcomed 24,330 patrons. The majority of attendees are generated from external rentals.

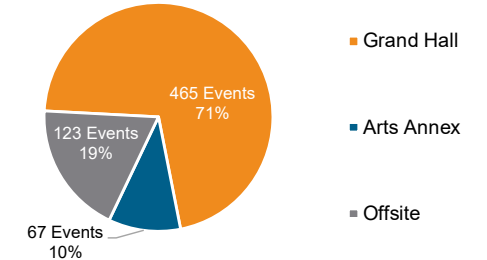
The main reason for lost business at this facility is date availability due to the high volume of bookings and lack of competitive venues in the market.

Wake Forest Renaissance Center
Events by Type, FYE 2023 & 2024



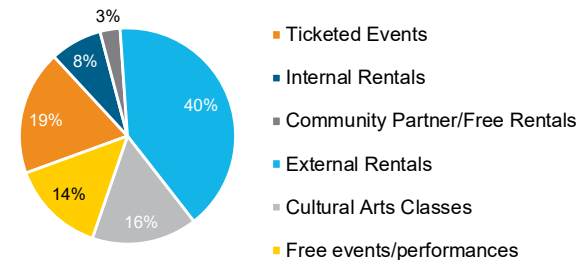
*RC's fiscal year is July-June
Source: Wake Forest Renaissance Center, Johnson Consulting

Wake Forest Renaissance Center
Events by Space, FYE 2023 & FYE 2024



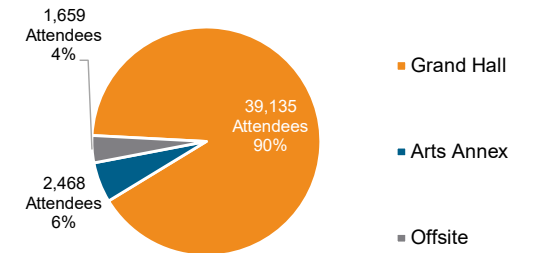
*RC's fiscal year is July-June
Source: Wake Forest Renaissance Center, Johnson Consulting

Wake Forest Renaissance Center
Attendance by Event Type, FYE 2023 & 2024



*RC's fiscal year is July-June
Source: Wake Forest Renaissance Center, Johnson Consulting

Wake Forest Renaissance Center
Attendance by Space, FYE 2023 & FYE 2024

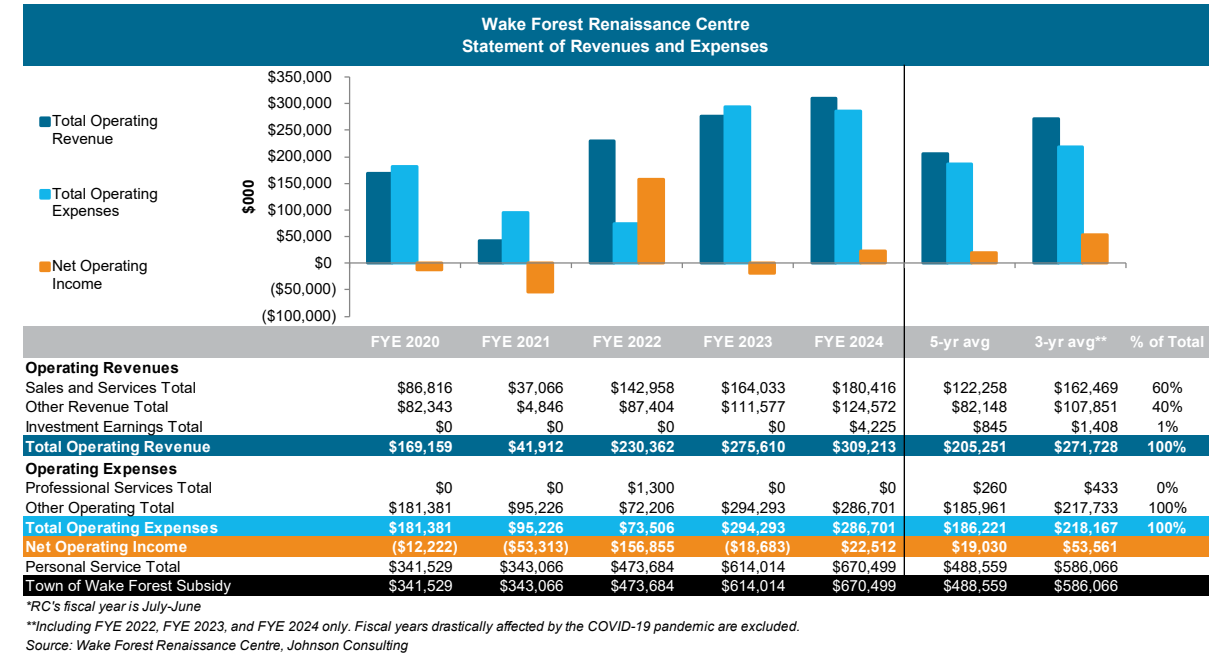


*RC's fiscal year is July-June
Source: Wake Forest Renaissance Center, Johnson Consulting

Renaissance Center – Wake Forest

Financials: In FYE 2024, the facility generated \$309,213 of revenues and incurred \$286,701 of operating expenses for a net operating income of \$22,512. The majority of the revenue is generated by its sales and services, which includes facility rentals and recreation programs. Another significant revenue stream comes from events and performances, totaling almost \$100,000 in FYE 2024.

Note that the Town of Wake Forest subsidizes the Renaissance Centre's operations by covering all of the facility's personnel costs (such as salaries and wages).



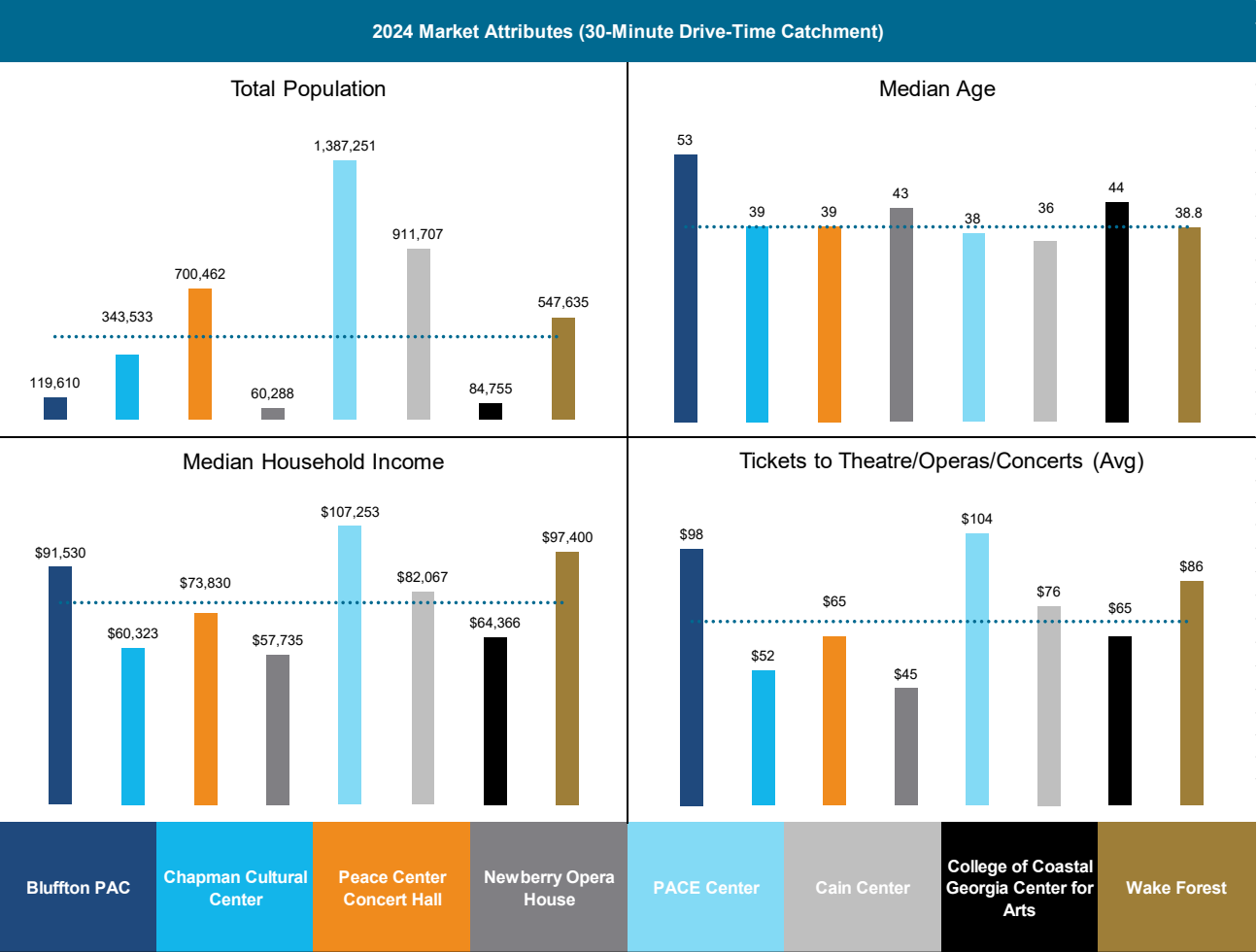
Observations: The high volume of activity occurring at the existing Renaissance Center facilities also indicates an opportunity for expanding facility offerings. The existing facility is essentially full, averaging more than an event per day and turning down the majority of its lost business due to a lack of available dates. More multipurpose, performance, and classroom space would help accommodate existing demand and capitalize on the demand which is currently present in the community. An expansion of the Renaissance Center would be a strong opportunity for Wake Forest, allowing the town to further tap into a strong community interest in the arts while also addressing gaps in the local entertainment and event space infrastructure.

Like Bluffton, Wake Forest is growing rapidly in population and has identified the significance in investing in quality-of-life assets, such as multipurpose arts and event venues. This type of facility and projected demand is comparable to expected operations at a new multipurpose venue in Bluffton.

Benchmarking - Market Attributes

The chart to the right analyzes the market attributes of the 30-minute drive time catchments around Bluffton and the seven comparable facilities analyzed in the case study set. The total population, median age and median household income of these drive time catchments can determine the long-term viability of these facilities. Among the eight markets analyzed, Bluffton has a total population that falls well below the median, with only the 30-minute drive time catchments around the Newberry Opera House and the College of Coastal Georgia Center for the arts reporting smaller populations. In contrast, the 30-minute drive around the PACE Center stands out with the largest population and highest median household income.

With the highest median age among the compared markets, Bluffton’s market may demonstrate higher levels of cultural engagement and a financial capacity for ticketed events. The Bluffton market also ranks highly compared to the other markets in median household income. Specifically, Bluffton’s willingness to spend on arts events was the second highest in the analyzed set. These economic indicators suggest that while Bluffton’s total population may be smaller, its residents may have the financial means and demographic characteristics conducive to sustaining a performing arts center.

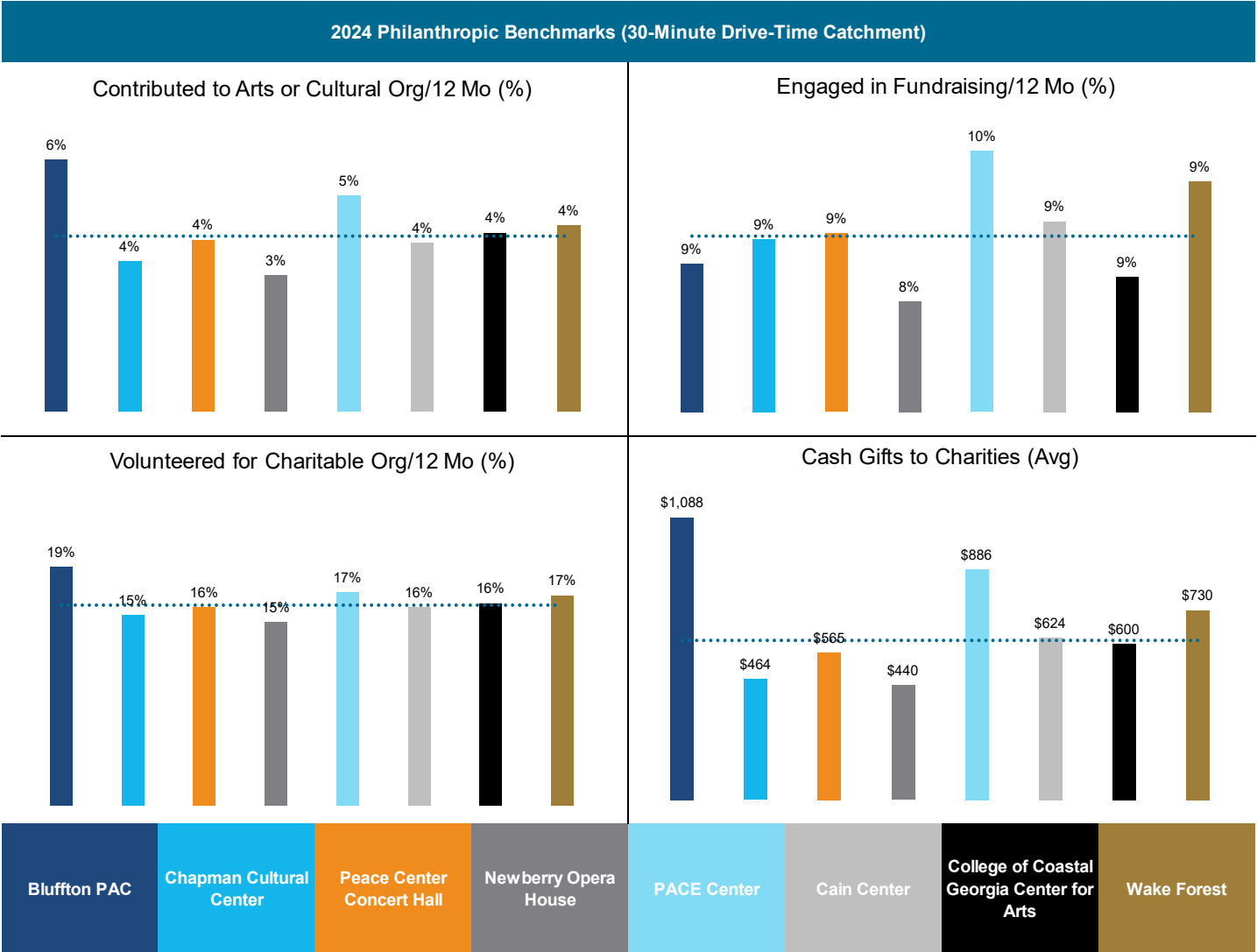


Note: Bluffton Townhall used as drive-time origin for Bluffton
 Source: ESRI, Johnson Consulting

Benchmarking – Philanthropic Behavior

The chart to the right analyzes the philanthropic and community engagement attributes of the 30-minute drive time catchments around Bluffton and the seven comparable facilities analyzed in the case study set. Volunteer participation rates in cultural organizations, fundraising and charitable organizations in addition to cash gifts to charities were analyzed for each market.

Among the eight markets analyzed, Bluffton has the highest rates for both contributing to arts or cultural organizations and volunteering for a charitable organization. Bluffton also had the highest average cash gifts to charities. Bluffton’s residents spend both their time and their money on supporting arts and charitable organizations. This is an important factor as Performing Arts Centers often need patrons to champion the development and support continual operation of a facility. A high propensity to volunteer and a large donation base are important factors that will help a Performing Arts Center thrive in Bluffton.



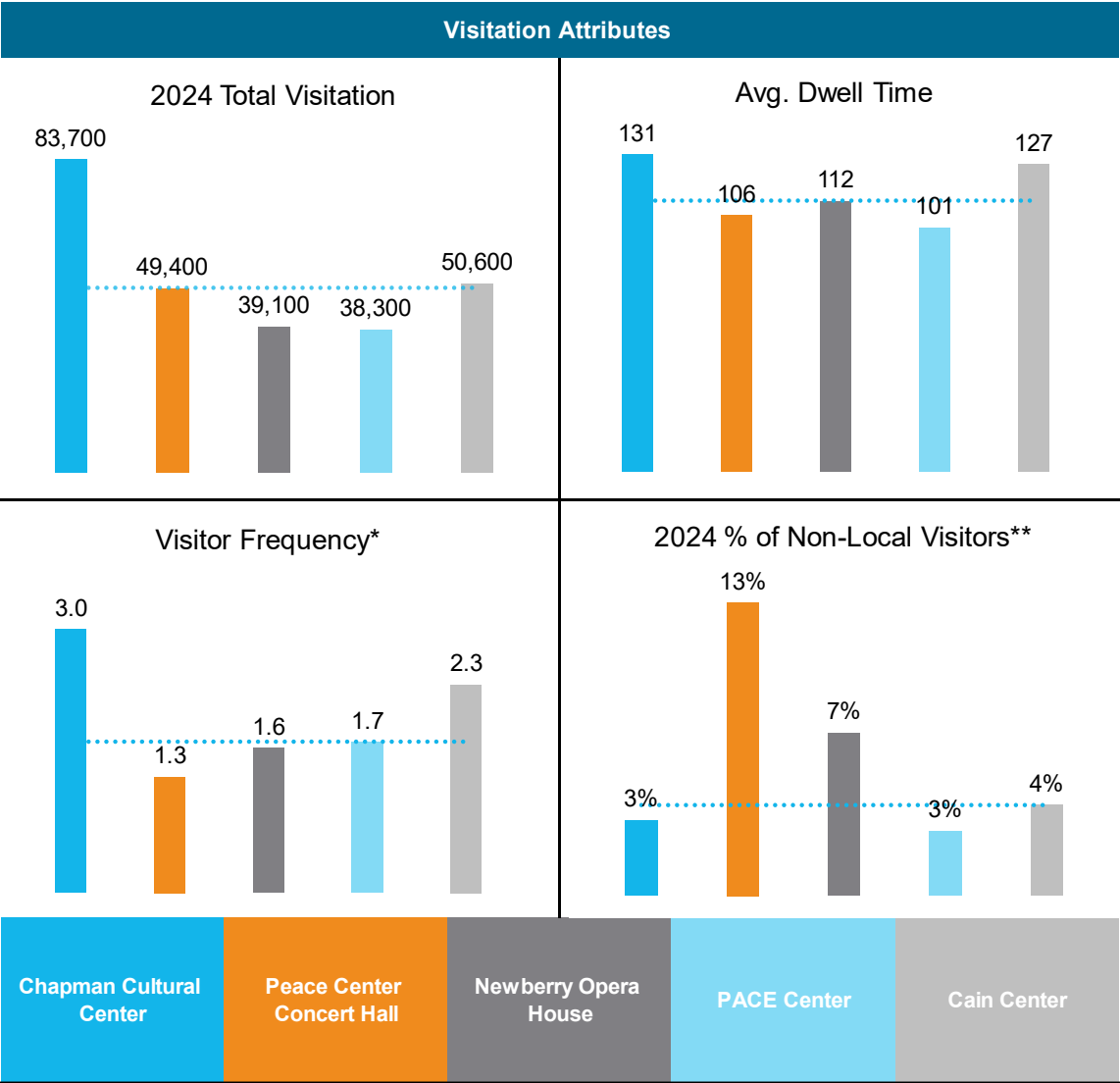
Note: Bluffton Townhall used as drive-time origin for Bluffton

Source: ESRI, Johnson Consulting

Benchmarking – Visitation

Among the five existing performing arts centers analyzed, the Chapman Cultural Center recorded the highest total visitation, the highest average dwell time, and the highest visitor frequency during 2024. Its visitation of 83,700 notably exceeded that of the four other compared facilities which ranged between 39,100 and 50,600 annual visits. Chapman also led in average dwell time at 131 minutes, indicating a strong level of engagement per visit. The Cain Center consistently ranked second across these visitation metrics. Chapman’s success is attributed in part to its diverse facility offerings, which include not only a large theater but also multiple arts studios that provide space for community programs, classes, and creative use beyond traditional performances.

While the Chapman Cultural Center attracted the most overall visits, it did not have the highest percentage of non-local visitors. The Peace Center Concert Hall had the largest share of visitors traveling from more than 100 miles away. This is likely due to the Peace Center’s 2,115-seat auditorium which was the largest among the compared facilities. This larger theater is able to host higher-profile touring productions that attract broader regional audiences. Additionally, the Peace Center’s location within a larger arts and entertainment campus enhances its ability to serve as a regional destination. These patterns suggest that while larger venues and campuses can drive long-distance visitation, smaller but more flexible and community-oriented facilities like Chapman can achieve high engagement and repeat usage through localized and multipurpose space design.



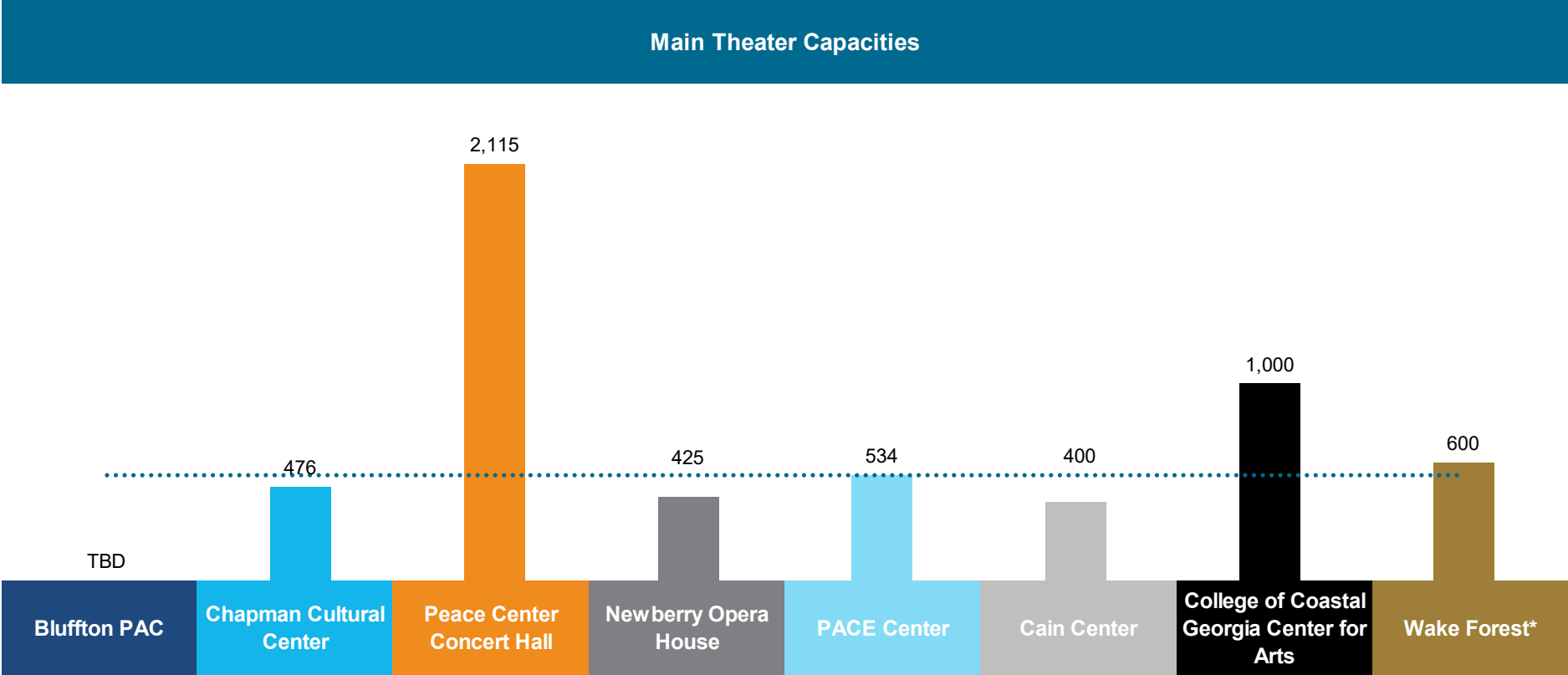
*Visitor Frequency defined by average times a visitor attends a facility

**Defined as visitors traveling from over 100 miles away

Source: Relevant Facilities, CoStar, Johnson Consulting

Benchmarking – Theater Capacity

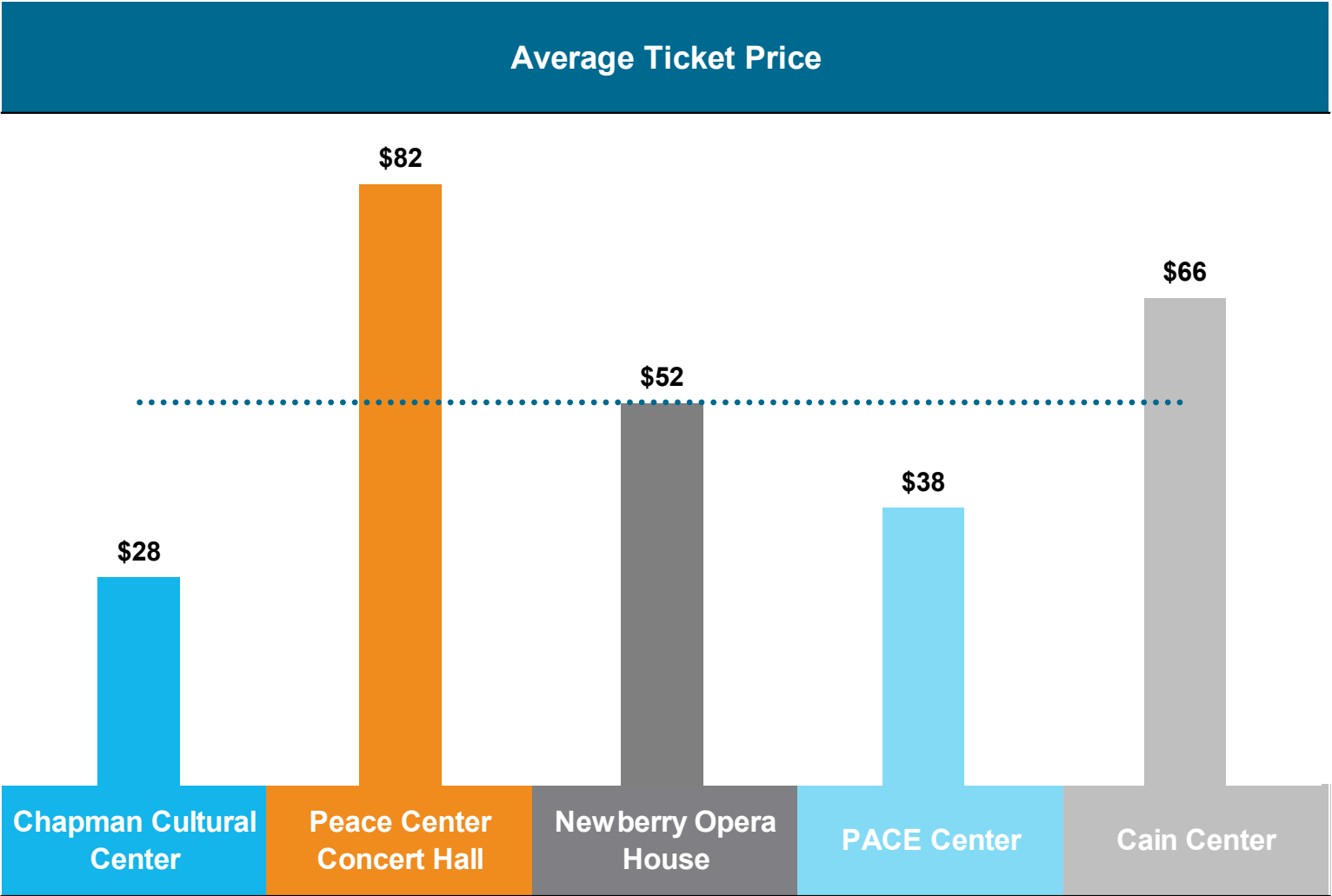
The chart below shows the different theater capacities of all the analyzed facilities. The Peace Center Concert Hall has the largest theater by seat capacity at 2,115 seats, while the College of Coastal Georgia Center for the Arts is set to be the second largest upon its construction. The Peace Center has additional facilities like the Gunter Theater and the outdoor Pavilion which have capacities of 439 and 1,200 respectively. Besides the Peace Center Concert Hall and College of Coastal Georgia Center for the Arts, the five other analyzed performing arts centers have relatively similar seating capacities, ranging from 400 to 600.



**Capacity for proposed facility*
Source: Relevant Facilities, Johnson Consulting

Benchmarking – Average Ticket Price

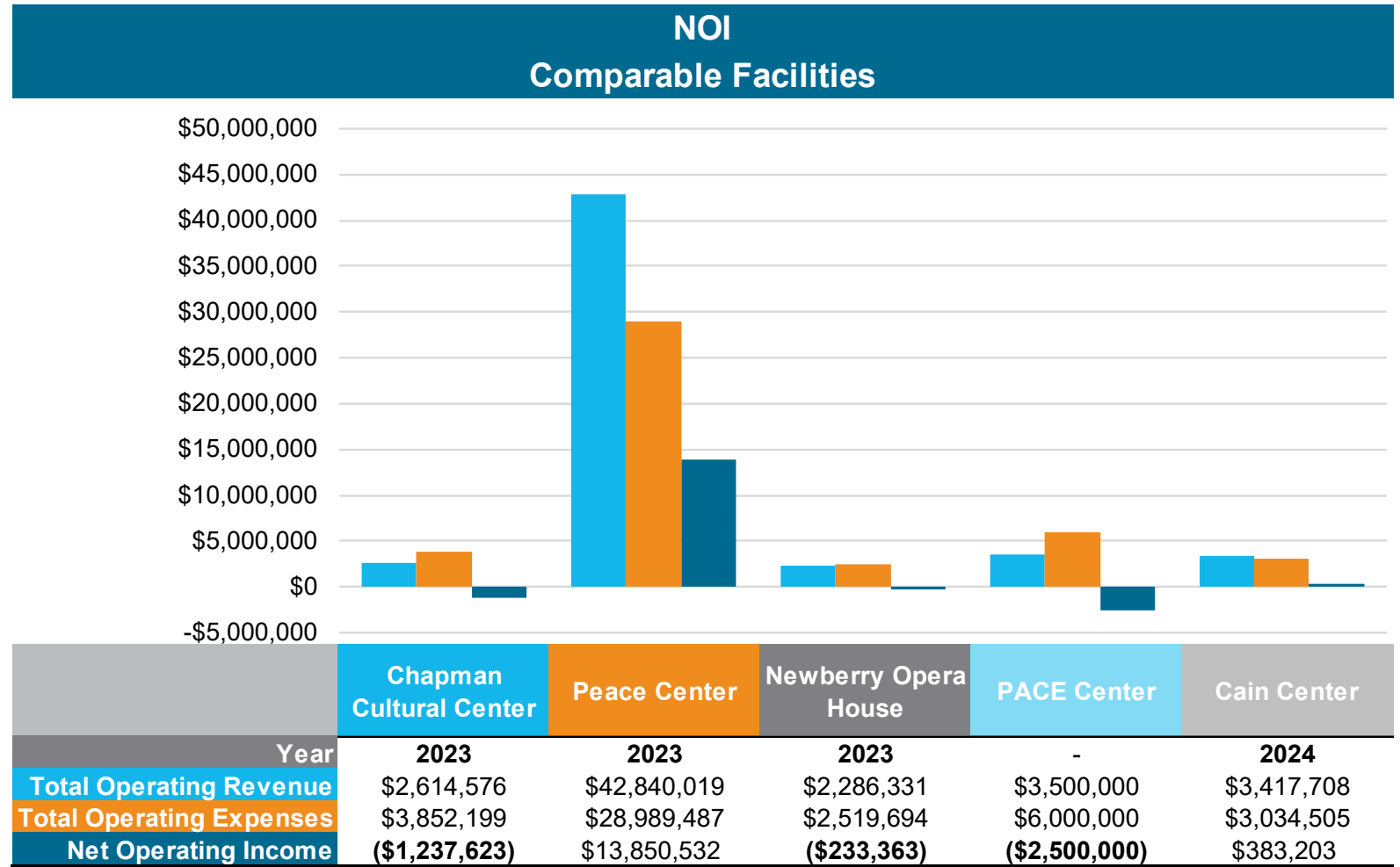
The chart to the right shows the different average ticket prices of all the existing analyzed facilities' upcoming events. The Peace Center Concert Hall has the highest average ticket price. This is likely because the Peace Center has the largest theater of the analyzed set at 2,115 seats. This larger theater is able to attract larger and more popular acts that can charge a higher ticket price. The two facilities that had below average ticket prices were the Chapman Cultural Center and the PACE Center. Both of these facilities did not have many larger ticketed touring events and rather put an emphasis on more local community events. Many of the events put on by the PACE Center were part of a free concert series. Similarly, the Chapman Cultural Center did not have many ticketed touring events, but rather smaller community events were free.



Source: Relevant Facilities, Johnson Consulting

Benchmarking – NOI

The chart to the right shows the net operating income (NOI) of the existing five analyzed facilities. Three of the five facilities operated at a net loss. The only facilities that had a positive net income was the Peace Center in Greenville and the Cain Center in Cornelius, NC. The Peace Center Concert Hall's financial information was not separated from the other components of the larger arts campus on which it sits that includes an additional 439-seat theater, an outdoor pavilion and several wedding/event spaces. These additional venues and spaces are likely what makes the facility's total operating revenue and expenses much higher than the other four facilities.



Source: Relevant Facilities, Johnson Consulting

Implications

Across all case studies, venues with multiple, adaptable spaces such as theaters, classrooms, studios, and lobbies were better positioned to serve both community and commercial functions. Centers like the Cain Center and Chapman Cultural Center successfully use multipurpose designs and accommodate performances, banquets, classes, and rentals, maximizing utilization, community engagement and revenue streams. Venues featuring flexible seating also increase overall utility and functionality.

In addition to the facilities' multipurpose designs, all analyzed facilities offered a broad array of programming. These events ranged from musical and theatrical performances to visual arts, comedy, lectures, and educational workshops. These venues are often flexible and also host other events such as civic programming, social banquets, corporate meetings, and other special events and private rentals. Some of the analyzed facilities kept their art galleries open to the public during operating hours, allowing the community the opportunity to utilize the facility even if there are not dedicated events planned, increasing site activation, and gives local artists the opportunity to display their visual art. Arts and cultural education are another big part of the offerings provided by these facilities. Frequent, varied offerings like routinely scheduled arts classes contributed to repeat visitation and broad public support. Due to its weekly arts classes and access to various arts studios, the Chapman Cultural Center hosted the highest number of events and recorded the most annual visits in 2024 with 83,700.

The proposed Wake Forest Arts and Event Center offers a valuable model for the type of operations expected in Bluffton. Both Wake Forest and Bluffton share similar market characteristics, including rapidly growing populations and strong demand for cultural and community amenities, factors that support comparable building programs. While Bluffton may experience a longer ramp-up period due to Wake Forest's existing programming and infrastructure, strategic partnerships, particularly with local schools, will help position Bluffton for long-term success.

Despite the diverse set of programming and strong attendance, most venues analyzed operated at a net loss or have minimal profits. Only the Cain Center and the Peace Center reported positive net operating income in the most recently reported year. Performing arts centers commonly rely on public subsidies, grants and private contributions to sustain operations. Bluffton's high median income and older demographics indicate strong philanthropic potential to support long-term operations in a growing market. While Bluffton's 30-minute drive-time population is among the smallest in the analyzed set, it ranks highly in median age, household income, and tickets to theaters/operas/concerts. Furthermore, the regional population is projected to grow at an exponential rate. These are strong indicators of cultural participation and event attendance. Case studies show that success is less dependent on total population and more influenced by strategic location, adaptable programming, multifunctional design, and consistent and diverse revenue streams.

5. Recommendations & Demand Projections

Recommendations

In response to Bluffton’s sustained population growth, rising household incomes, and increasing regional prominence, Johnson Consulting recommends the development of a flexible, multi-purpose performing arts and event center. This venue should be designed to meet the evolving needs of the community and capitalize on a range of market opportunities, including arts, culture, education, tourism, and economic development. Based on the research and analysis presented in the previous sections of this report, Johnson Consulting recommends the program of function spaces for the contemplated new facility presented in the table below.

Facility Concept and Functionality

The facility must be positioned as multipurpose venue in order to capture a wide range of event and programming types, organizers, and audiences. The proposed facility would be anchored by a 10,000 square foot multipurpose event / performance hall. This hall would feature telescoping riser seating built into one of the walls, or other flexible seating technology, with seating for up to 600 patrons, thereby allowing it to quickly convert from a flat-floor multipurpose space to a traditional theatre space. This technology is becoming increasingly popular in venues across the world and provides significant flexibility to accommodate numerous types of events and programming. With a flat-floor, the space can host 800 attendees for a banquet-style event and fit approximately 50 vendor booths for an event with exhibits. Additionally, this hall would feature a 2,400 square foot stage with a fly loft, wing space, audio/visual technology, and other acoustical design elements to ensure high-quality live events for both performers and audience members.

Supporting the main hall would be a smaller, 3,000 square foot studio theatre / meeting space. This would be a highly flexible space, able to seat up to 175 for a performance (with movable chairs) and to be divided into three smaller spaces with air walls. In addition to the primary function spaces, we recommend that the facility offer ample support and ancillary spaces, including a large lobby, circulation spaces, a catering kitchen, offices, stage and event support rooms, and loading docks. Additionally, we would advocate that the facility be built with a plan identified for potential future expansion that would include an outdoor or hybrid indoor/outdoor space; as Bluffton continues to grow and develop, expansion may become necessary to accommodate increased market demand and community needs.

Town of Bluffton Multipurpose Arts and Events Center Proposed Program of Function Spaces		
Space	Size	Notes
Multipurpose Event / Performance Hall	10,000 SF	Features a 2,400 SF stage
<i>Seated Performance Capacity</i>	600 Seats	
<i>Banquet Event*</i>	800 Attendees	
<i>Tradeshow**</i>	50 Booths**	
		Divisible into three smaller spaces
Studio Theatre / Meeting Space	3,000 SF	
	175 Seats	

*6' round tables

10'x10' booths

Source: Johnson Consulting

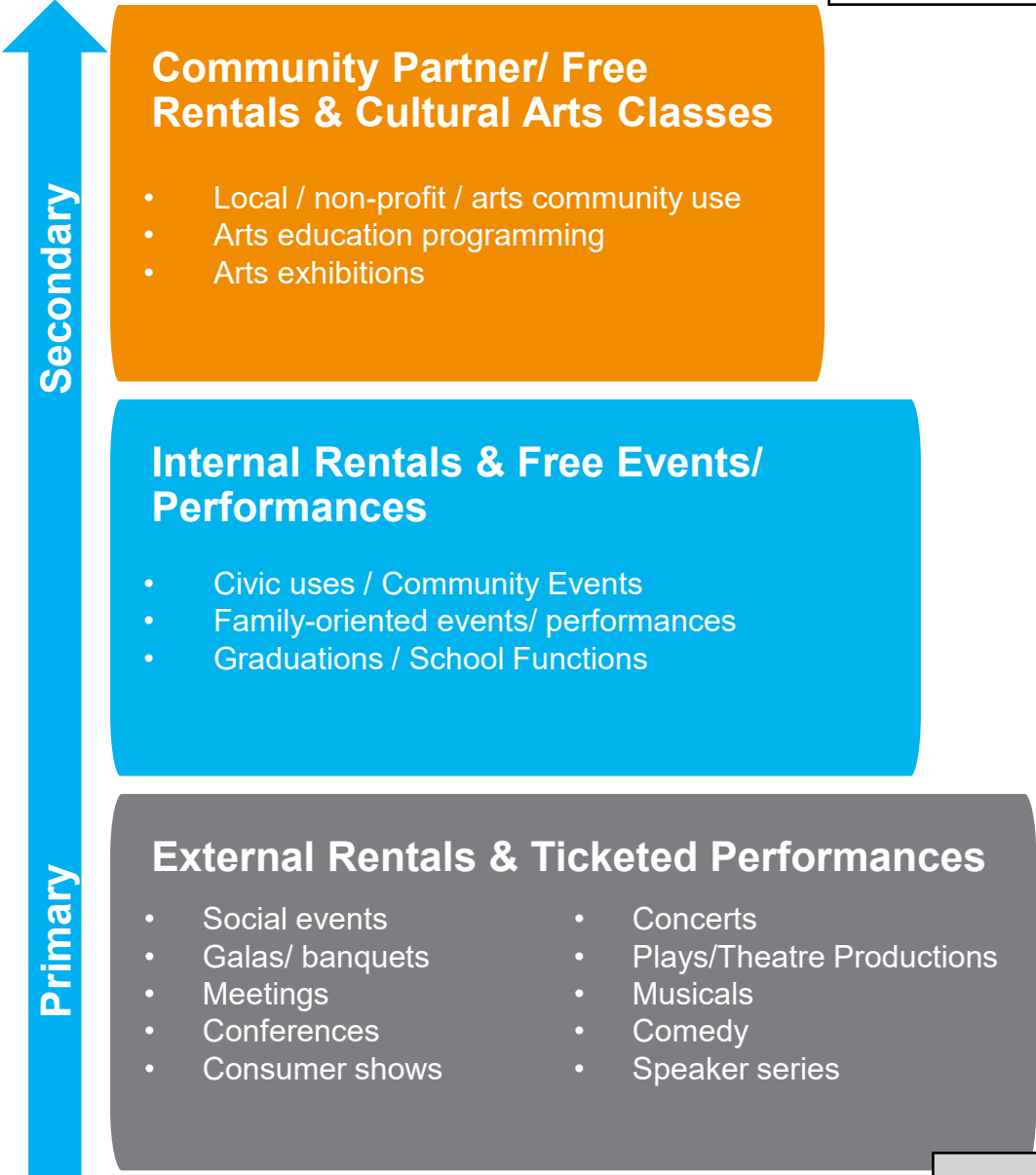
Demand Projections

Demand Strategy

Key demand drivers for the proposed facility include a wide range of potential user groups and audience segments, such as local arts organizations, schools, nonprofits, and regional event producers, along with the broader tourism market. These local stakeholders will play an essential role in building community partnerships and enhancing the depth and diversity of programming. Bluffton’s proximity to Hilton Head and the regional shortage of high-quality venues also position it well to capture events that might otherwise go to competing markets.

The diagram on the right outlines the recommended demand layers for the proposed facility. The primary demand layer is external rentals and ticketed performances. These events are expected to generate the most revenue and form the financial backbone of the facility. Currently, Bluffton lacks adequate infrastructure to support this type of demand.

The secondary demand layer is internal rentals and free events. These would include events hosted by the Town of Bluffton and other civic or public gatherings. The third demand layer will be community partner usage and arts education programming. This includes discounted rentals for local nonprofits, schools, and arts organizations, as well as classes and workshops. While these events may not be major revenue drivers, they are vital to community engagement, site activation, and present opportunities for strategic partnerships, particularly with the local school district and higher education institutions.



Demand Projections

The balance of this section summarizes event demand and attendance projections of the proposed multipurpose arts and event center in Bluffton, based on the building program that includes a 10,000 square foot Multi Purpose Hall with a 600-seat capacity, a 3,000 square foot studio theatre / meeting space, divisible into three smaller spaces, as well as various public and support spaces (lobby, circulation, catering kitchen, loading, etc.).

The table below summarizes projected event demand for the facility for the first 10 years of operations. As shown, the facility is projected to accommodate 194 events in Year 1, 226 events in Year 5, and 234 in Year 10, including ticketed events, non ticketed events, and educational programming.

Town of Bluffton Multipurpose Arts & Events Center Projected Event Demand										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Ticketed Events	16	18	19	21	22	27	28	28	28	29
Internal Rentals	12	12	12	12	12	12	12	12	12	12
Community Partner/ Free Rentals	6	8	10	12	12	13	13	13	13	13
External Rentals	40	42	45	47	50	50	50	50	50	50
Free Events/ Performances	16	20	24	25	26	26	26	26	26	26
Subtotal Events	90	100	110	117	122	127	128	129	130	130
Arts & Culture Classes	104	104	104	104	104	104	104	104	104	104
Total	194	204	214	221	226	231	232	233	234	234

Source: Johnson Consulting

Attendance Projections

The tables below summarize the projected total attendance and average attendance for the first 10 years of operation at the proposed facility. As shown, the new multipurpose arts and events center is projected to attract over 29,500 attendees in Year 1, 54,700 attendees in Year 5, and nearly 62,000 attendees in Year 10. It is estimated that ticketed events and external rentals will generate the highest rate of average attendance. In Year 10, ticketed events are projected to have an average attendance of 475, a 95 percent occupancy rate for the 600-seat performance hall.

Town of Bluffton Multipurpose Arts and Events Center Projected Total Attendance										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Ticketed Events	6,000	6,836	7,715	9,034	10,122	12,539	13,039	13,172	13,300	13,680
Internal Rentals	1,644	1,692	1,752	1,894	1,970	2,010	2,030	2,051	2,072	2,093
Community Partner/ Free Rentals	958	1,384	1,820	2,270	2,361	2,570	2,596	2,622	2,649	2,676
External Rentals	15,360	18,190	21,280	24,231	26,492	27,027	27,303	28,026	28,312	28,601
Free Events/ Performances	3,408	6,200	9,768	10,909	11,716	11,953	12,075	12,198	12,707	12,837
Subtotal	27,370	34,302	42,335	48,337	52,661	56,098	57,043	58,070	59,040	59,887
Cultural Arts Classes	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080
Total	29,450	36,382	44,415	50,417	54,741	58,178	59,123	60,150	61,120	61,967

Source: Johnson Consulting

Town of Bluffton Multipurpose Arts and Events Center Estimated Average Attendance										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Ticketed Events	375	388	402	434	452	461	466	470	475	475
Internal Rentals	137	141	146	158	164	167	169	171	173	174
Community Partner/ Free Rentals	171	173	175	189	197	201	203	205	207	209
External Rentals	384	429	475	513	534	545	550	556	562	567
Free Events/ Performances	213	310	407	440	458	467	472	476	481	486
Cultural Arts Classes	20	20	20	20	20	20	20	20	20	20
Combined Average	152	178	207	228	243	252	255	258	262	264

Source: Johnson Consulting

Other Considerations

Site and Design Considerations

Location will be a critical determinant of the venue's success. The multipurpose arts and events center should be centrally located and easily accessible, with sufficient parking and strong pedestrian connectivity to promote walkability. Proximity to existing town infrastructure or opportunities for complementary development will be essential to maximize pre- and post-event spending, helping to activate surrounding areas and enhance the overall event experience.

Design considerations should also prioritize future adaptability, allowing for technology upgrades and physical expansion over time. Outdoor connectivity should be thoughtfully integrated into the design such as amphitheater-style green spaces, terraces, and patios that will allow for outdoor receptions, intimate performances, and community festivals. These features will not only enrich the user experience but also capitalize on Bluffton's favorable climate and natural setting.

Economic, Fiscal, and Social Impact Potential

A new, high-quality, professionally managed venue in Bluffton has the potential to deliver meaningful economic, fiscal, and social impacts. By hosting regional arts programming, conferences, and special events, the facility can attract non-local visitors and increase tourism-related spending on hotels, restaurants, and retail. Currently, much of this activity is concentrated on Hilton Head Island; a venue in Bluffton would help retain more of this spending locally while attracting new visitors.

The construction and operation of the venue will generate direct and indirect jobs in construction, event operations, hospitality, marketing, and the arts. Local businesses, vendors, artists, and educational institutions will benefit from new partnership opportunities and expanded visibility. Socially, the venue would serve as a cultural anchor and civic hub, strengthening community identity and pride. Its flexible programming could support a wide range of uses, from public meetings and arts education to multicultural festivals and civic ceremonies, offering something for residents of all ages and backgrounds. Over time, the presence of this facility could spur catalytic development, driving new investment, infrastructure improvements, and rising property values, helping position Bluffton as a cultural and economic hub in the Lowcountry.

Conclusion & Next Steps

The next phase of work should include detailed business and financial analysis, site and program analysis, and refined conceptual and space planning. This includes forecasting operational performance, assessing the fiscal and economic impacts of the project, evaluating potential sites, and developing phasing strategies. These efforts should be paired with a comprehensive funding and implementation strategy that supports both capital development and ongoing operations.

As the project advances, ensuring operational and financial sustainability will be paramount. A public-private partnership model is recommended to balance public benefit with professional management expertise. Funding should be pursued through a diverse mix of public, private, nonprofit, philanthropic, and tourism-related sources. Revenue streams should be equally diverse, including ticket sales, space rentals, private events, sponsorships, memberships, and on-site amenities such as a café, studio space, or merchandise area. Securing one or more anchor tenants and pursuing naming rights or capital sponsorships will further enhance long-term viability.

Bluffton is uniquely positioned to develop a high-impact, flexible performing arts and events venue that addresses community needs, fills a critical gap in the regional venue landscape, and generates substantial economic and social benefits. The opportunity aligns with the Town's long-term goals of cultural enrichment, economic diversification, and enhanced quality of life. With strong leadership, coordinated stakeholder engagement, and a shared community vision, this initiative has the potential to serve as a cultural anchor and economic catalyst, providing not only artistic programming but also driving tourism, community engagement, and local spending in Bluffton.

TOWN COUNCIL

STAFF REPORT
Executive Department



MEETING DATE:	July 8, 2025
PROJECT:	Consideration of a Resolution of Support for a Childcare and Early Learning Project Utilizing the Tri Share Funding Model
PROJECT MANAGER:	Chris Forster, MPA, CPFO, CGFM, Assistant Town Manager

REQUEST:

Town Council to consider a resolution expressing support for a project pilot implementing a childcare tri-share funding model to improve access to childcare. The resolution of support will be presented to the State Legislative delegation.

BACKGROUND:

Many working-class families are unable to afford or find quality Childcare and Early Learning. In South Carolina only 36% of children reach kindergarten and first grade with the development and skills necessary to perform at grade level. Childcare affordability has an adverse effect on workforce availability and is estimated to cost the South Carolina economy \$1.4 billion.

In 2024, the Southern Lowcountry Regional Board (SOLOCO) established a subcommittee to examine affordable childcare solutions. The committee Chair was Mr. Orlando Lewis. The committee reported back to SOLOCO with a proposed model called “Tri-Share.” This approach splits the cost of childcare between the child’s family, their employer and a government.

Notable states to implement this approach include Michigan, Kentucky, Louisiana, and North Carolina among others. The program structure varies slightly from state to state but the approach is largely the same. The City of Beaufort, Town of Port Royal and the City of Hardeeville have all passed similar resolutions of support. The Town of Hilton Head Island is considering a similar resolution at their next meeting.

NEXT STEPS:

Approve, approve with conditions, or deny the proposed resolution in support of asking the State Legislature to implement a project pilot using the tri-share funding approach to childcare.

ATTACHMENTS:

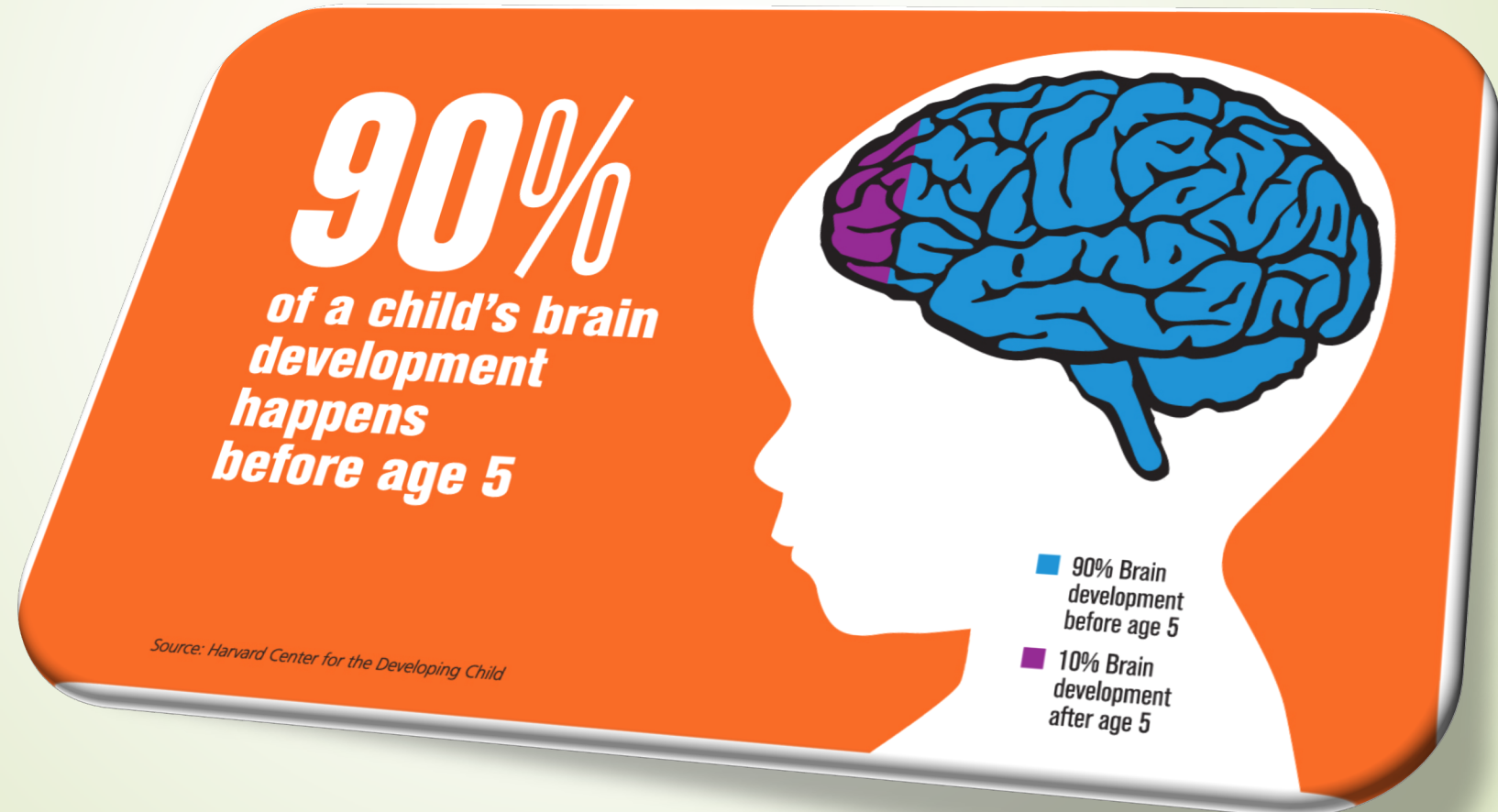
1. Presentation
2. Resolution
3. Proposed Motion

The Tri-Share Model: An Introduction to affordable early childhood education



SOLOCO Early Childhood Development Sub-Committee

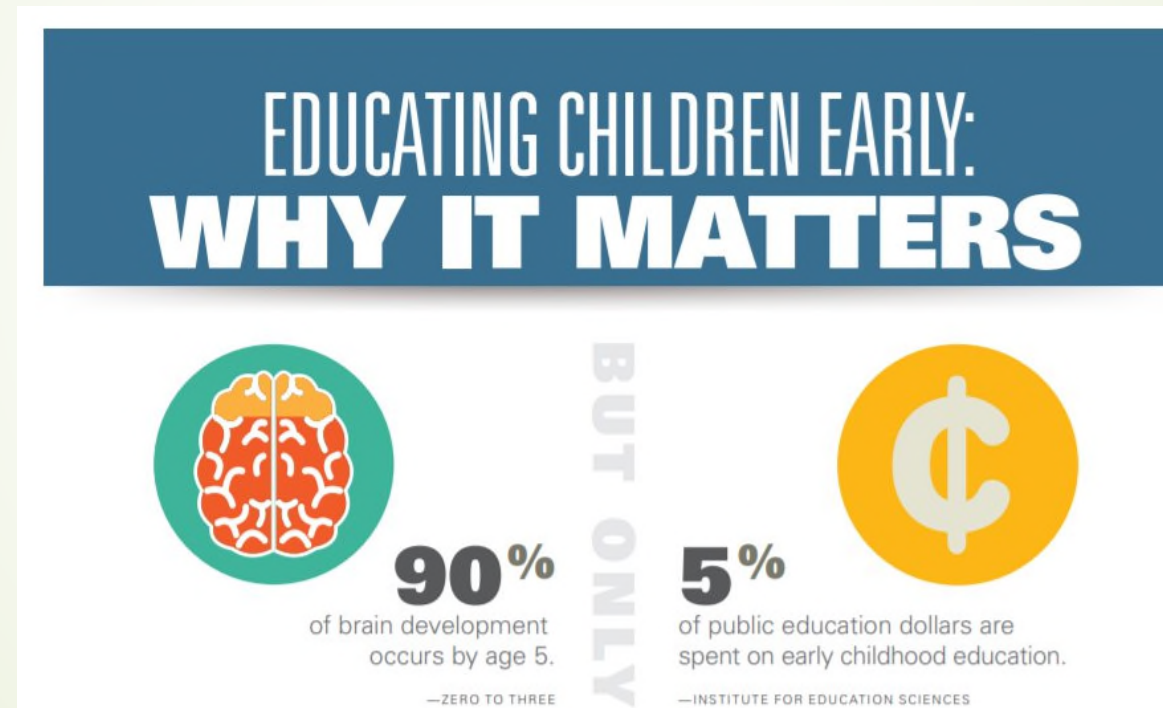
A Child's Brain Development



Early Childhood Education: Deeper than What's on the Surface

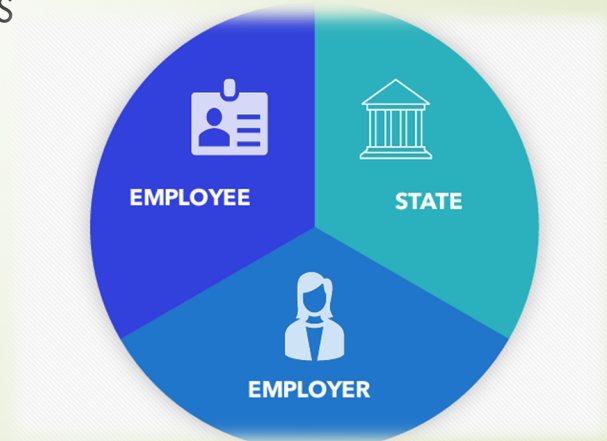


Return on Investment



Tri-Share: What is it?

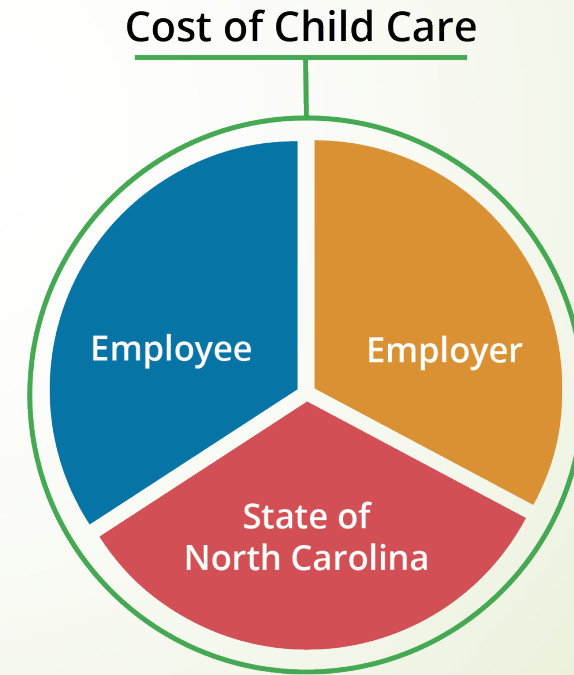
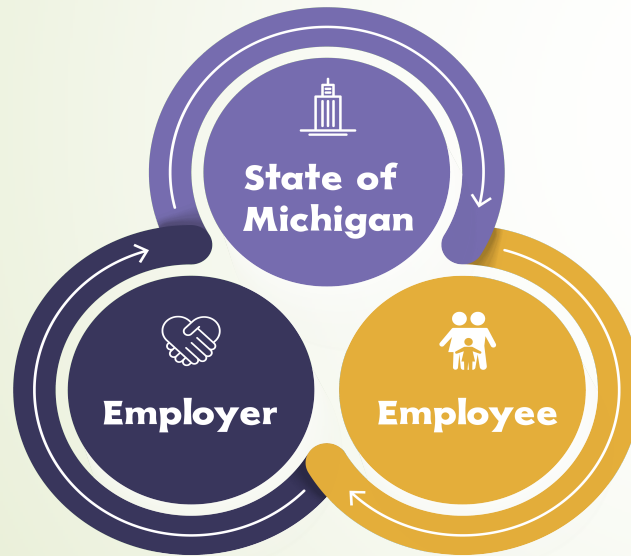
- ▶ Public-Private Partnership: Tri-Share is a childcare cost-sharing program where the cost of childcare is divided equally among the employer, the employee, and the state or local government.
- ▶ Parent choice: Allows parents to choose their preferred early childhood development provider.
- ▶ Local & State Administration: Community-based partners, through a state-based entity (e.g. DSS) where applications could be processed from employers, employees and child care providers



Tri-Share: The Why?

- ▶ Parents with low-to middle incomes: The Tri-Share model targets support for parents who earn too much to qualify for child care assistance, but still struggle to afford care.
- ▶ Employee Retention/Attendance
- ▶ Increased Affordability Options
- ▶ Enhanced Childcare Quality (Greater Return on Investment)
- ▶ Addressing the Childcare Crisis
- ▶ Enhanced Kindergarten Preparedness

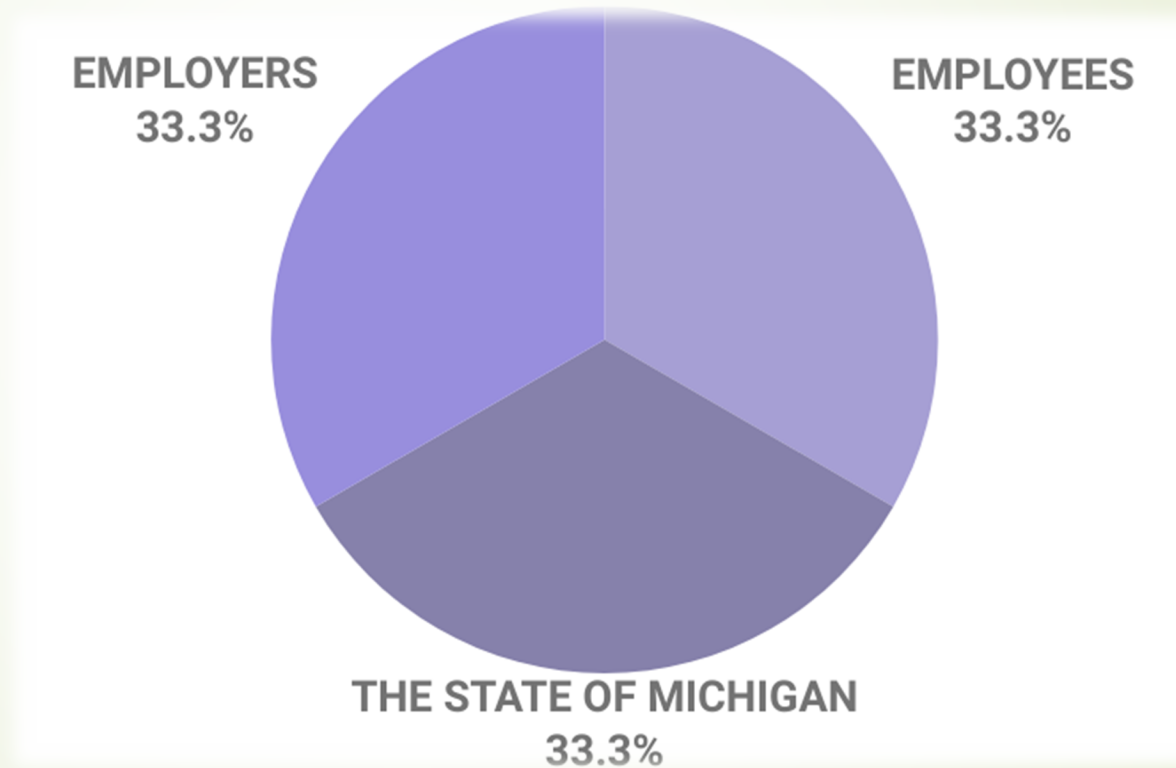
The Tri-Share Model: Other State Models



The Tri-Share Model: Other State Models

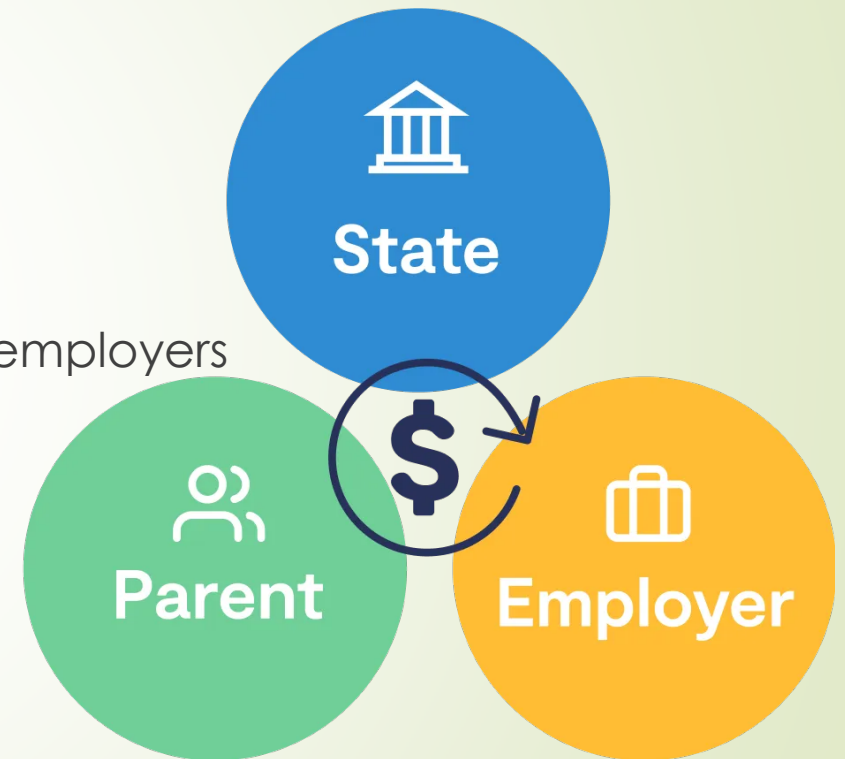
- Michigan: Pilot program began in 3 counties in 2021, now reaches 59 of the state's 83 counties.
 - Current: 489 children from 376 families.
 - Future: Projected to reach 7,500 children across 5,000 households statewide by 2028.
- Noble County, Indiana: Investment of \$50,000 in County Economic Development Income Tax revenue for a county wide pilot.
- Kentucky HB 499 (2022): Employee Child Care Assistance Partnership. Investment of \$15 million from state general fund over the biennium.
- New York: FY24 budget includes \$4.8 million for the state's Employer-Sponsored Child Care Pilot Program that will operate in 3 regions.
- North Carolina: FY24 budget includes \$900,000 a year for a pilot in 3 counties.

Tri-Share: The How?



Benefits

- Affordability for families
- Consistent, timely payments to providers
- Work life balance for employees
- Increased recruitment and retention for employers



Thoughts and Considerations

- Resolution Support
- Administrative model
- Eligibility
- State subsidy
- Employer participation
- Employee participation

Template for use by SOLOCO partner municipalities in support of Tri-Share

RESOLUTION IN SUPPORT OF A CHILDCARE AND EARLY LEARNING DEMONSTRATION PROJECT

WHEREAS: (municipal name of City/Town/District), is a member of the Southern Lowcountry Regional Board (SOLOCO), a regional think tank that identifies the problems and opportunities that face the entire southern low country, as defined by the members and regardless of municipal or county boundaries;

WHEREAS: There are childcare and early learning agencies in our community that provide services to working class parents;

WHEREAS: (municipal name of City/Town/District) and those interested service providers, who have interest in a partnership with the SC Department of Social Services, a pilot demonstration project using the Tri-Share funding model being employed in other locales;

WHEREAS: Childcare and Early Learning in South Carolina is in crisis, with too many working-class families unable to afford or find quality Childcare and Early Learning, with the result that too few South Carolina children (36%) reach kindergarten and first grade with the development and skills necessary to undertake a successful lifetime of learning and education;

WHEREAS: The crisis in Childcare and Early learning has an adverse effect on workforce availability and results in an estimated \$1.4 billion loss to the South Carolina economy.

WHEREAS: Increasing the availability and affordability of high-quality Childcare and Early Learning will enhance the programs and goals of the SC Department of Commerce and Department of Education;

WHEREAS: There is a useful and innovative Childcare and Early Learning supplemental funding model called Tri-Share that is being successfully employed in other locales to expand the availability and affordability of Childcare and Early Learning, enables tax dollars to be spent more efficiently and effectively, and which appears to be readily adaptable for use in South Carolina;

NOW THEREFORE: (municipal name of City/Town/District) as a member of SOLOCO resolves and requests the Beaufort County Legislative Delegation and the Jasper County Legislative Delegation undertake those steps necessary to enable, fund and ensure that the South Carolina Department of Social Services, with the support of the Department of Commerce and the Department of Education, will establish and conduct a Childcare Demonstration Project utilizing the Tri-Share funding model, in Beaufort and Jasper Counties and such other counties as may be appropriate, with such demonstration project to be organized and managed to increase the availability, affordability, and quality of programs offered by South Carolina Childcare and Early Learning providers.

Thank You!

OUR TEAM

Olandor Lewis olewis@thebjeoc.org

Jody L Levitt Jody.Levitt@thechildrenscenter.org

John Shkor jeshkor@aol.com

Tom Henz thenz@hiltonheadisland.org

Dan Wood dwood@townofbluffton.com

RESOLUTION**TOWN OF BLUFFTON, SOUTH CAROLINA****A RESOLUTION OF SUPPORT FOR A CHILDCARE AND EARLY LEARNING DEMONSTRATION PROJECT UTILIZING THE TRI-SHARE FUNDING MODEL**

WHEREAS, The Town of Bluffton is a member of the Southern Lowcountry Regional Board (SOLOCO), a regional think tank that identifies the problems and opportunities that face the entire southern low country, as defined by the members and regardless of municipal or county boundaries.; and

WHEREAS, There are childcare and early learning agencies in our community that provide services to working class parents; and

WHEREAS, The Town of Bluffton and those interested service providers, who have interest in a partnership with the SC Department of Social Services, a pilot demonstration project using the Tri-Share funding model being employed in other locales; and

WHEREAS, Childcare and Early Learning in South Carolina is in crisis, with too many working-class families unable to afford or find quality Childcare and Early Learning, with the result that too few South Carolina children (36%) reach kindergarten and first grade with the development and skills necessary to undertake a successful lifetime of learning and education; and

WHEREAS, The crisis in Childcare and Early learning has an adverse effect on workforce availability and results in an estimated \$1.4 billion loss to the South Carolina economy.; and

WHEREAS, Increasing the availability and affordability of high-quality Childcare and Early Learning will enhance the programs and goals of the SC Department of Commerce and Department of Education; and

WHEREAS, There is a useful and innovative Childcare and Early Learning supplemental funding model called Tri-Share that is being successfully employed in other locales to expand the availability and affordability of Childcare and Early Learning, enables tax dollars to be spent more efficiently and effectively, and which appears to be readily adaptable for use in South Carolina;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF BLUFFTON, SOUTH CAROLINA AS FOLLOWS:

The Town of Bluffton, as a member of SOLOCO, requests the Beaufort County Legislative Delegation and the Jasper County Legislative Delegation undertake those steps necessary to enable, fund and ensure that the South Carolina Department of Social Services, with the support of the Department of Commerce and the Department of Education, will establish and conduct a Childcare Demonstration Project utilizing the Tri-Share funding model, in Beaufort and Jasper Counties and such other counties as may be appropriate, with such demonstration project to be organized and managed to increase the availability, affordability, and quality of programs offered by South Carolina Childcare and Early Learning providers.

DONE AND ACCEPTED the _____ day of _____, 2025.

A public meeting was held on this Resolution on the _____ day of _____, 2025.

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

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

Attachment 2
Proposed Motion

Consideration of a Resolution of Support for a Childcare and Early Learning Project Utilizing the Tri Share Funding Model.

Proposed Motion

"I make a motion to approve a resolution asking the Beaufort County State Legislative delegation to support a project pilot implementing a tri-share funding model to improve access to childcare."



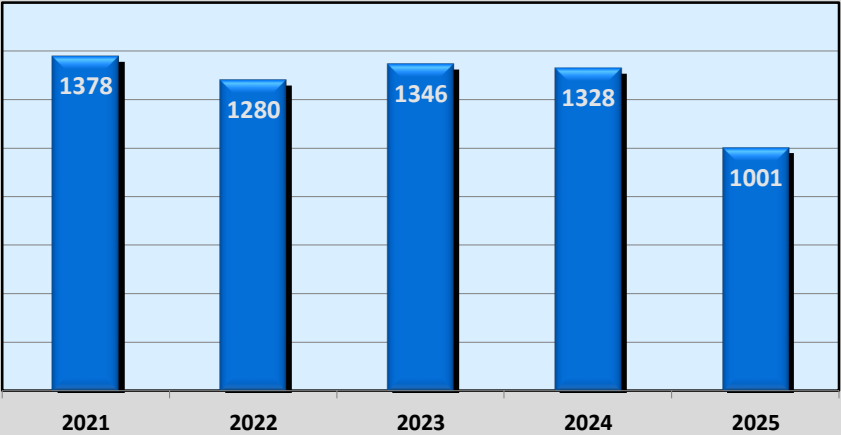
STATISTICAL INFORMATION

BLUFFTON POLICE DEPARTMENT

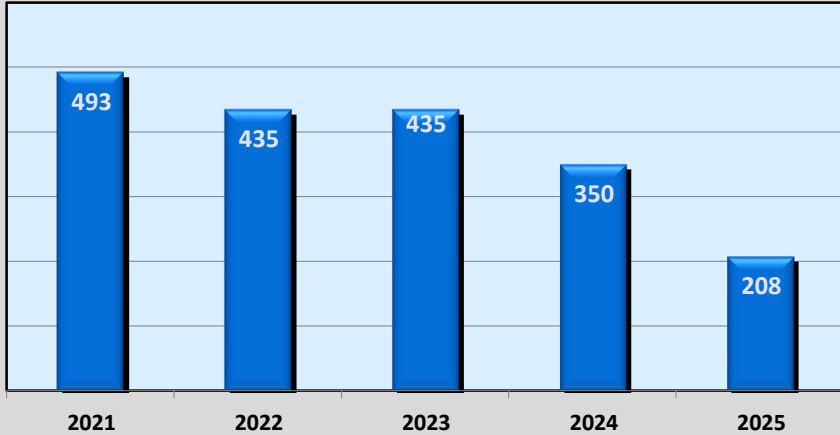
June 30, 2025

Presented by Chief Joseph Babkiewicz

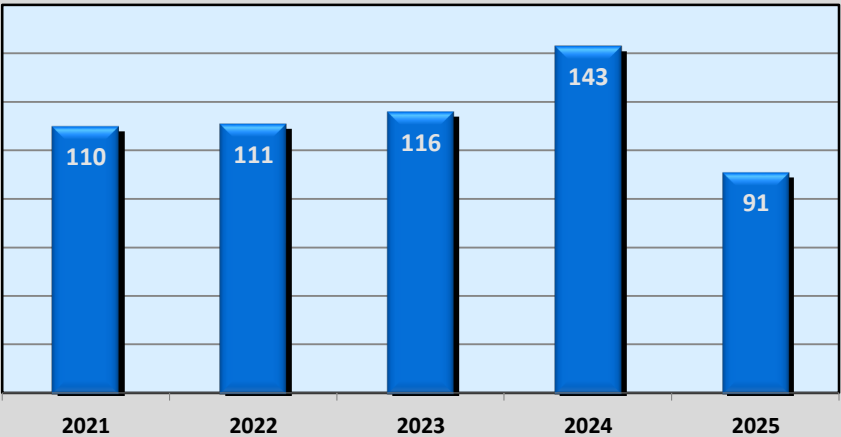
June Calls for Service Comparison



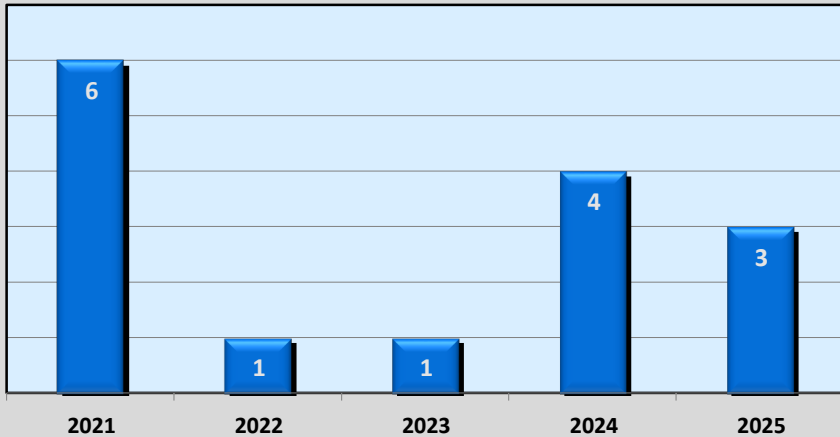
June Traffic Citation Comparison



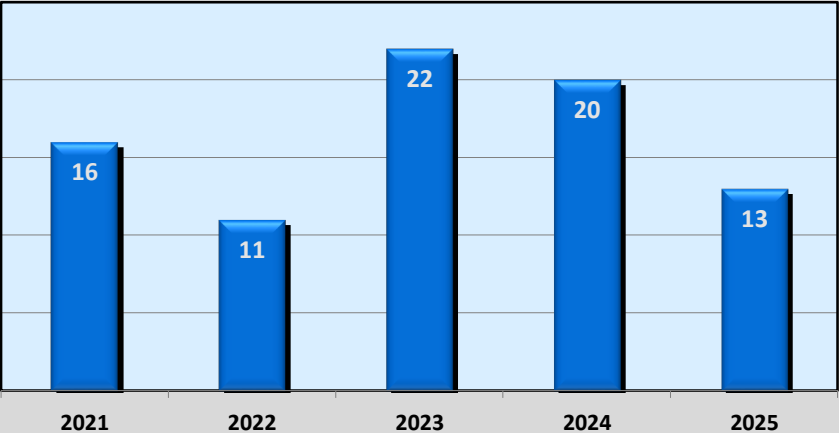
June Collision Comparison



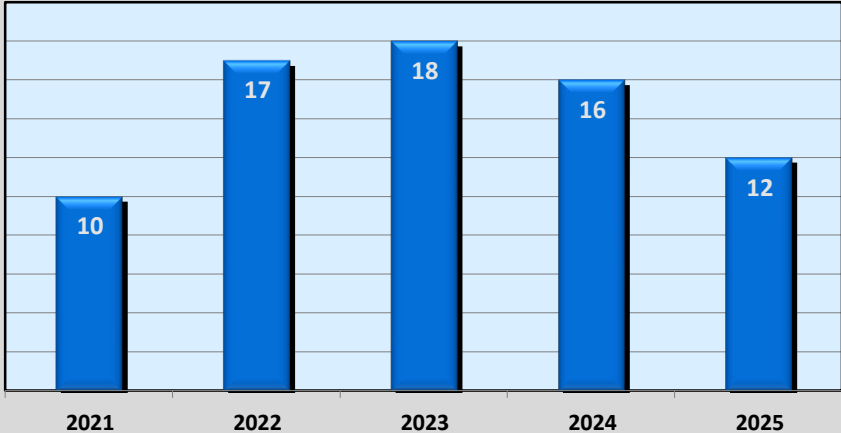
June Burglary Comparison



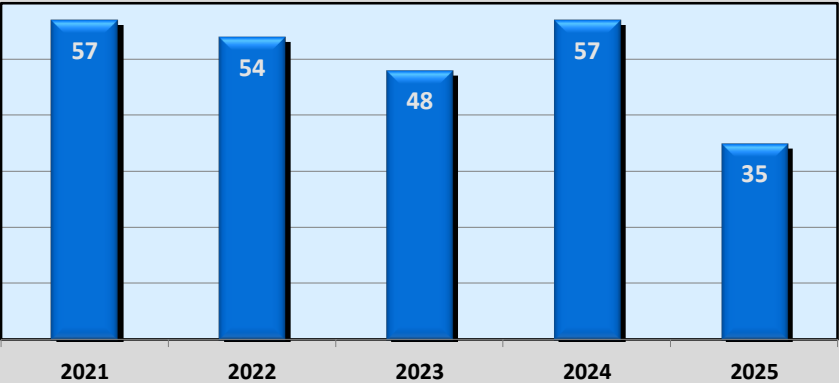
June Theft Comparison



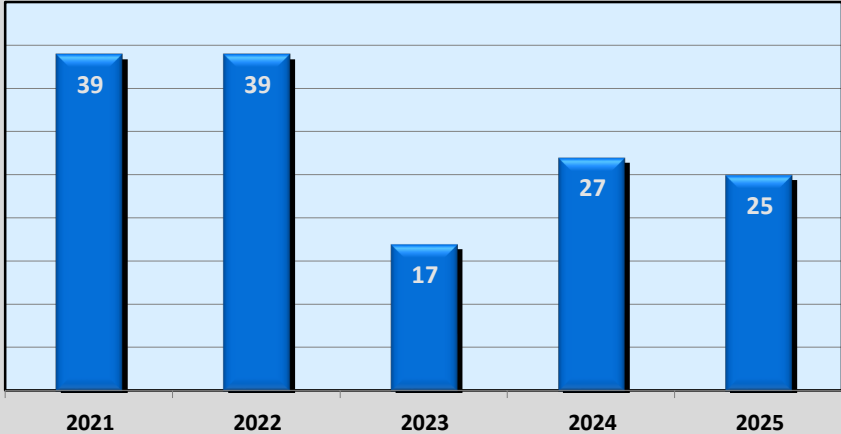
June Assault Comparison



June Domestic Calls for Service Comparison



June Arrest Comparison

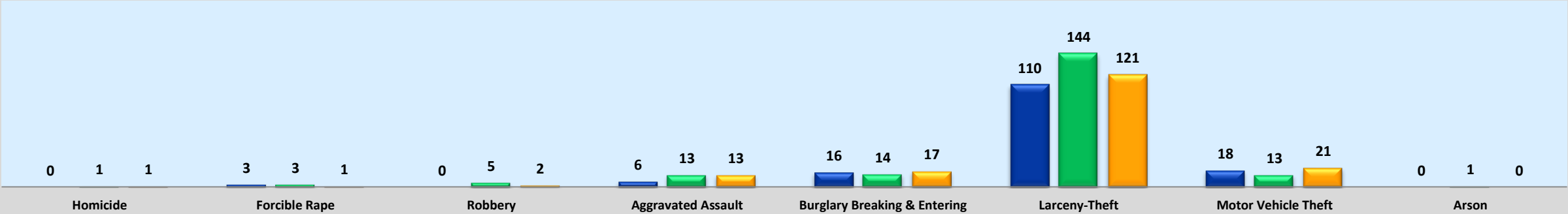


DEPARTMENT HIGHLIGHTS

Year-to-Date
June

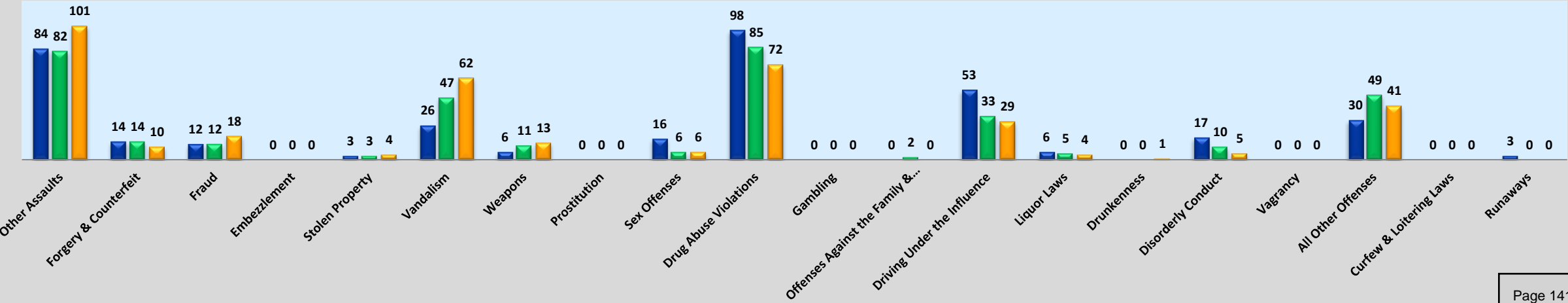
Part I Crimes

2025 2024 2023

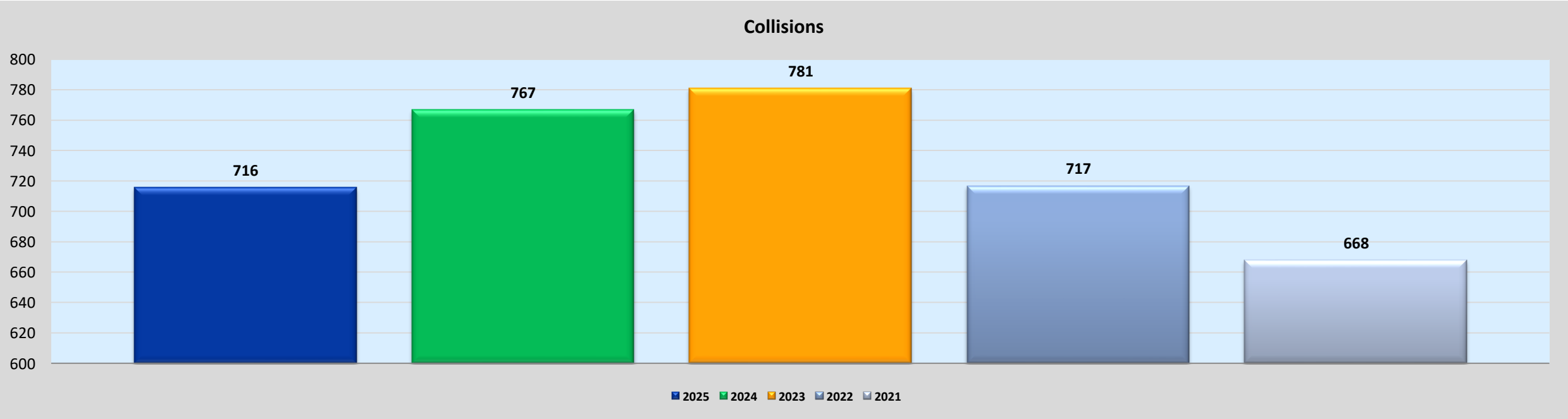


Part II Crimes

2025 2024 2023



Year-to-Date
June



Law Enforcement Advisory Committee

- Flock Camera Audit
- Flock Camera Demonstration
- Results of 2025 BPD Awards Ceremony
- Committee Attendance

Meetings Attended by Chief Joseph Babkiewicz

Every Wednesday – Senior Staff Communications Meeting

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

Jun 2nd – CIP Microsoft Teams Meeting

Jun 2nd – Meeting with Montage General Manager

Jun 3rd – Command Staff Meeting

Jun 3rd – Attend K9 Meeting and Discussion

Jun 4th – Citizen Recognition of Valor Presentation

Jun 4th – Meeting with Coastal Empire

Jun 9th – CALEA IA/Citizen Complaints Interview

Jun 9th – CALEA Traffic Operations/Enforcement Interview

Jun 9th – Meeting with Citizen

Jun 10th – Meeting with Attorney

Jun 10th – Attend Town Council Meeting

Jun 11th – Meeting with Director of Compliance and Contracts

Jun 11th – Attend June Birthday and Anniversary Celebration

Jun 11th – Meeting with Attorney

Jun 11th – End of Phase Meeting – Recruit Collins

Jun 12th – Guest Speaker @ Hampton Lake

Jun 12th – Meeting with TOB Court Personnel

Jun 13th – Attend Juneteenth Weekend Logistics Teams meeting

Jun 13th – Attend Compass Rose Health & Wellness Ribbon Cutting Celebration

Jun 13th – CopLogic Training

Meetings Attended by Chief Joseph Babkiewicz cont.

Jun 13th – Attend 4th Annual Black Food Truck Festival Juneteenth Event

Jun 14th – Attend Juneteenth Event and Protests

Jun 16th – Meeting to Discuss Personnel Matters

Jun 17th – Attend 4th Annual TOB Employees Juneteenth Lunch

Jun 23rd – Meeting with Mayor and Town Manager

Jun 23rd – Attend June Wellness Committee meeting

Jun 23rd – Attend National Hydration Day Water Bar @ Town Hall

Jun 23rd – Meeting with Human Resource

Jun 24th – Attend Explorers P.A.T.

Jun 24th – Intern Meet & Greet Tour

Jun 24th – Meeting with Low Country Community Church

Jun 24th - All Hands Meeting

Jun 24th – End of Phase meeting – Recruit Cash

Jun 25th – All Hands Meeting

Jun 26th – Cookout with Cops @ Baynard Park

Jun 30th – Groundbreaking Ceremony @ 97 Goethe

Jun 30th – Attend CIP meeting

Commendations -	None
Complaints -	None

Police Department Demographics as of June 30, 2025

DEPARTMENT	Black	Hispanic	Other	White	Grand Total
Female	2	4	1	17	24
Male	7	4	3	39	53
Grand Total	9	8	4	56	77

SWORN OFFICERS	Black	Hispanic	Other	White	Grand Total
Female	1	1		9	11
Male	6	4	3	35	48
Grand Total	7	5	3	44	59

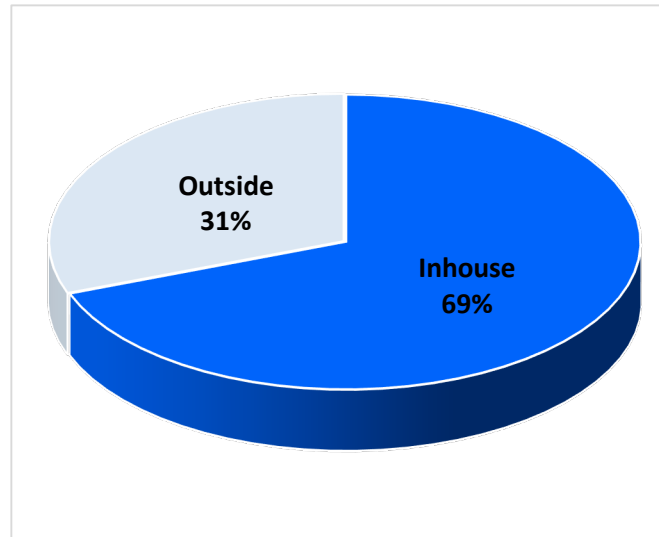
June Officer Training

In-House

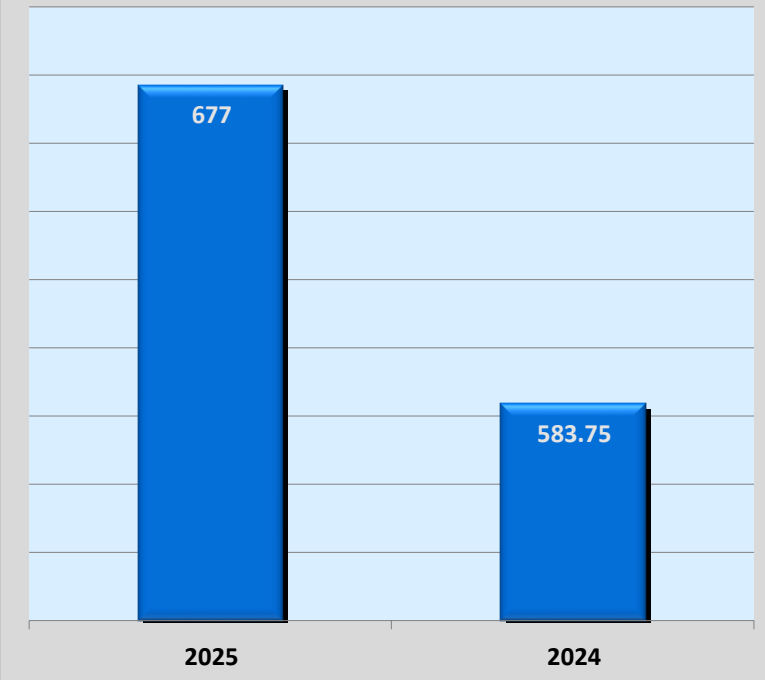
Line-Up 2025 May-June - 2 Officers
Driving While Distracted - 2 Officers
Interacting with the Mentally Ill as a First Responder - 1 Officer
Temporary Holding Facilities - 10 Officers
SafeDown System L8 Slices - 7 Officers
Studio - Medical Admittance or Denial - 1 Officer
Crisis Intervention in Dealing with Mentally Ill Subject - 1 Officer
Foundations in Ethics for Law Enforcement - 9 Officers
Hazmat First Responder Awareness (FRA) Level 1 - 1 Officer
Officer Liability - 26 Officers
Racial Profiling - 27 Officers
Reducing the Risks at Traffic Stops - 1 Officer
SafeDown System L7 Slices - 6 Officers
Pre-Academy Training (2 Recruits)

Outside

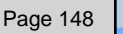
Social Media Strategies Summit - 1 Civilian
SCASRO Conference - 2 Officers
CEPTED - 1 Officer
IPTM Police Internal Affairs - 1 Officer
Specific Skills - 1 Office



June 2025 / 2024 Training Hours Comparison

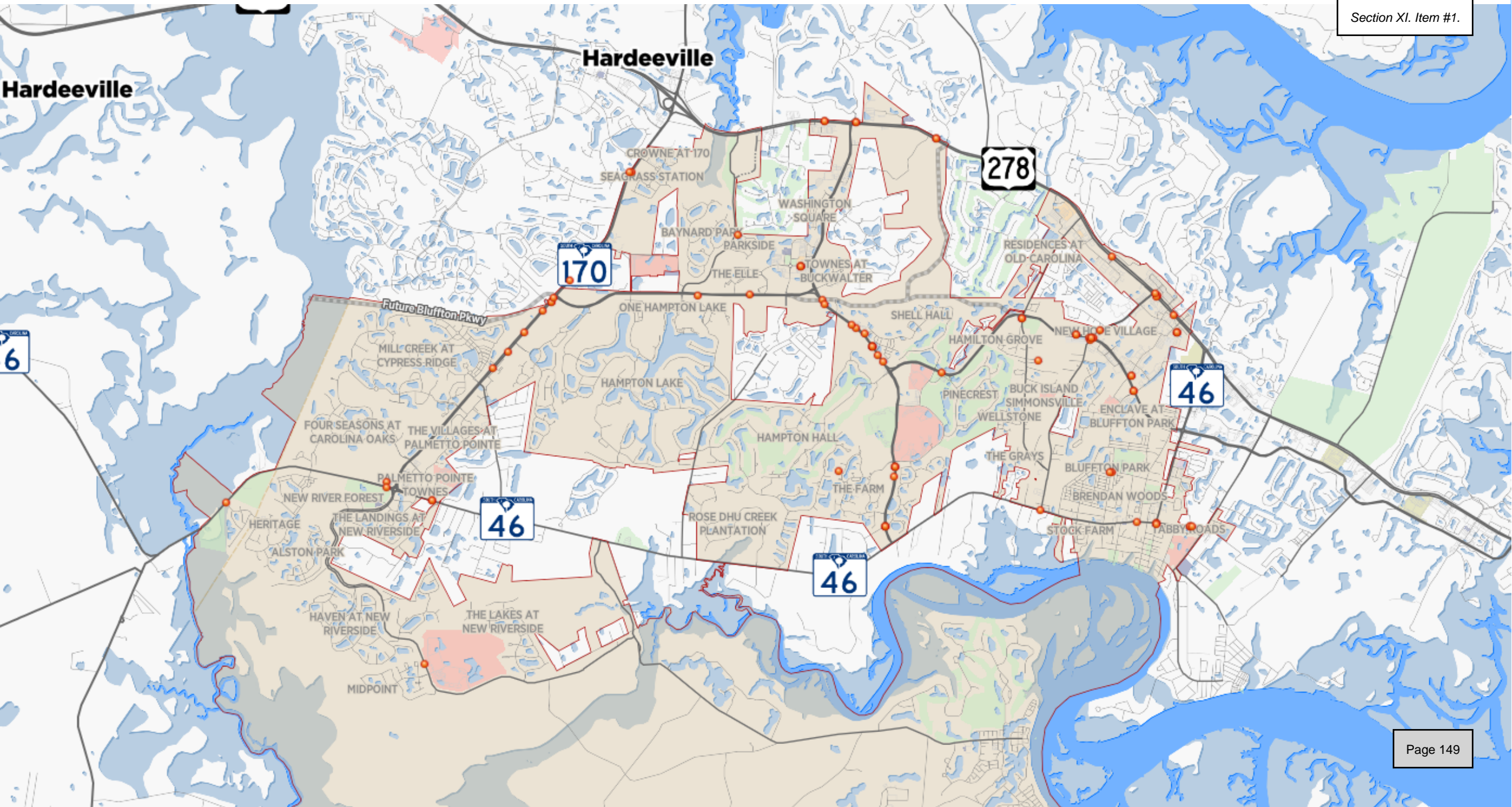


Section XI. Item #1.



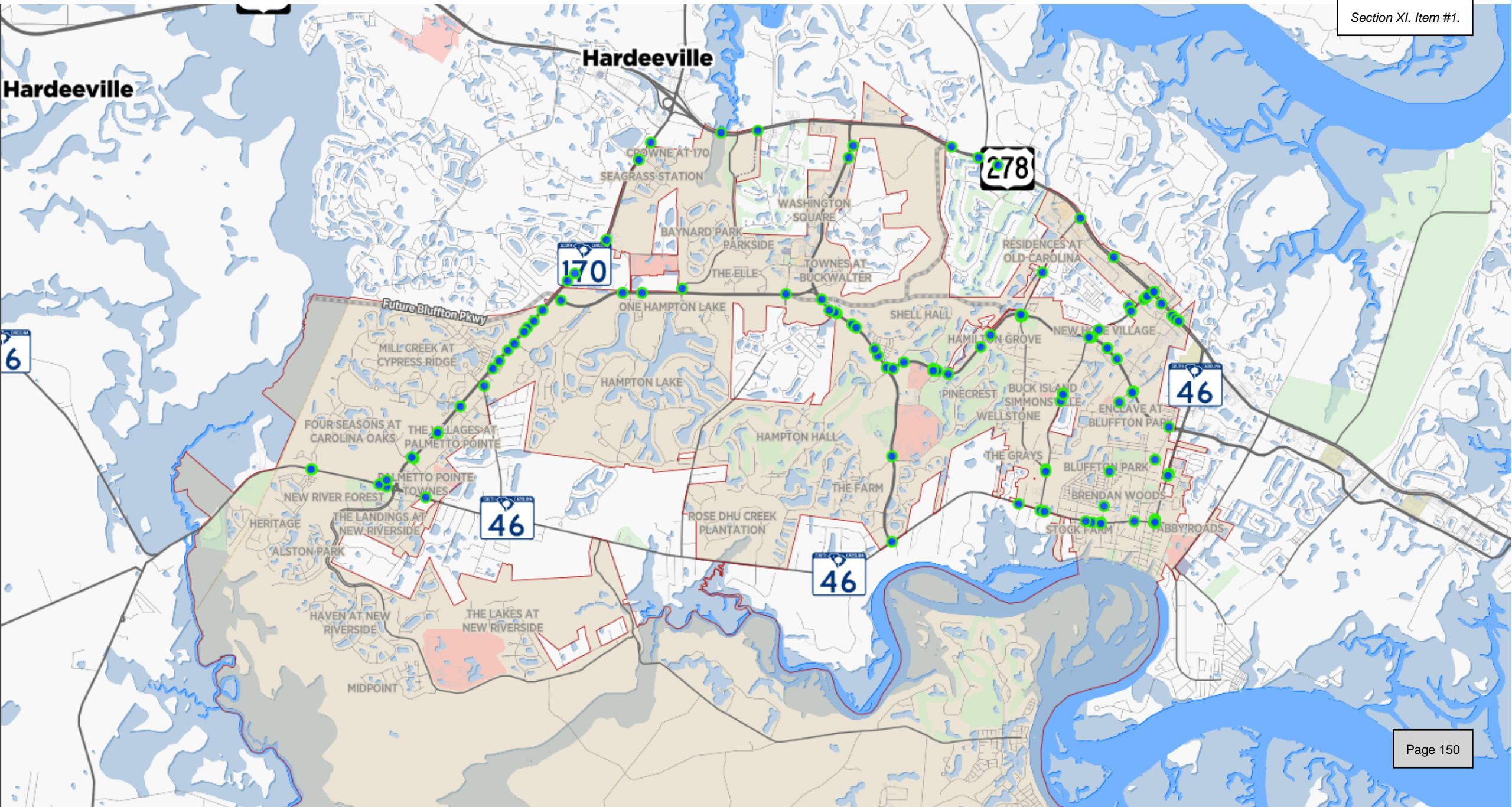
CITATIONS ISSUED (88) June 2025

Section XI. Item #1.



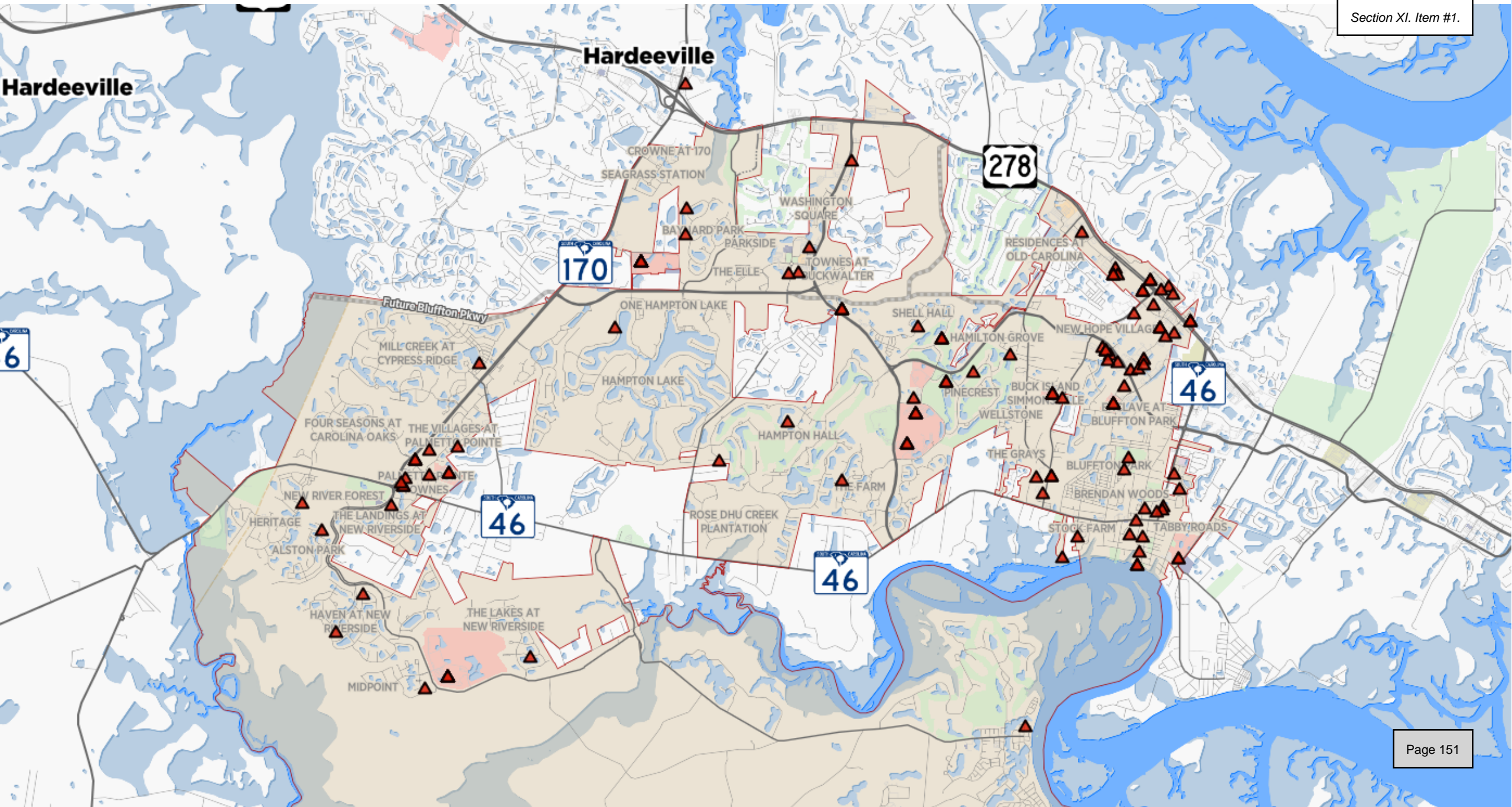
WARNINGS ISSUED (120) June 2025

Section XI. Item #1.



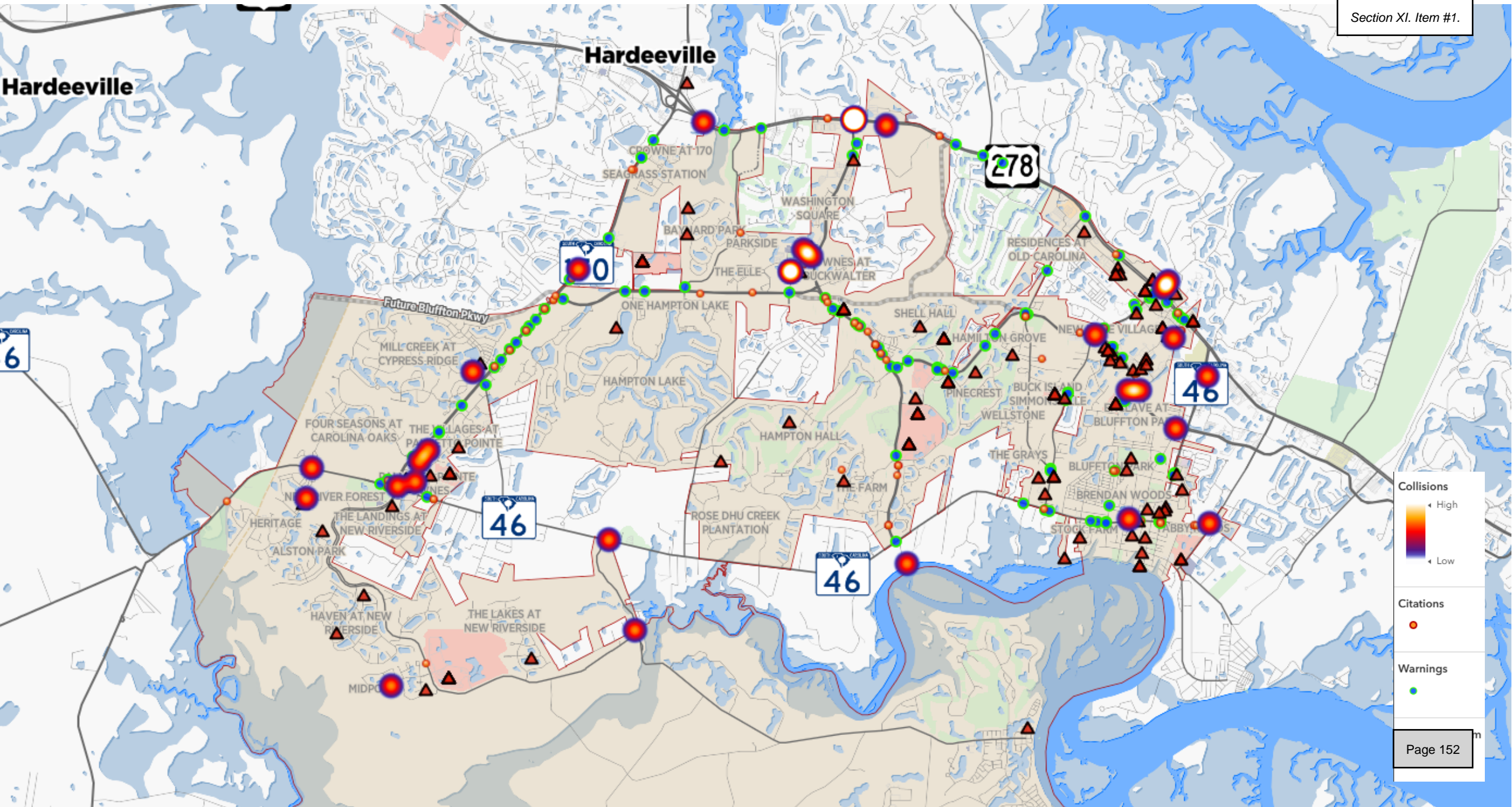
#1 CALL TYPE – Activated Alarms (161) June 2025

Section XI. Item #1.



Collisions, Citations, Warnings and Activated Alarms – June 2025

Section XI. Item #1.



Collisions
◀ High
◀ Low

Citations

Warnings

CALLS FOR SERVICE TOP 10 CALL TYPES	
Activated Alarm	161
Case Follow Up	115
911 Hang-Up	96
Disturbance	77
Accident	62
Domestic	35
Reckless Driving	33
Assist Motorist	32
Suspicious Activity	29
Miscellaneous Call	29
Fraud/Scam	29

TOTAL CALLS FOR SERVICE: 1021

AVERAGE PER DAY: 41

PRO-ACTIVE PATROLS	
Extra Patrol - Business	524
Extra Patrol - Residence	294
Traffic Stop	264
Traffic Enforcement	7

UNIFORM TRAFFIC CITATIONS TOP 10 VIOLATIONS	
Driving Under Suspension	11
Driving Without a License	11
Driving Under the Influence	9
Speeding 15mph-24mph Over	7
Possession of 28G (1 oz) or Less of Marijuana	6
Failure to Maintain Proof of Insurance	5
Disregarding Stop Sign	3
Operating Vehicle While License/Registration Expired	3
Failure to Return License	2
Uninsured Motor Vehicle	2

TOTAL CITATIONS ISSUED: 88

AVERAGE PER DAY: 4

UNIFORM TRAFFIC WARNINGS TOP 10 VIOLATIONS	
Defective Equipment	23
Speeding	14
Changing Lane Unlawfully	10
Disregarding Stop Sign	10
Vehicle License Violation	8
Other	7
Speeding & more	5
Disregarding Traffic Signal	2
Reckless Driving	2
Changing Lane Unlawfully & more	2

TOTAL WARNINGS ISSUED: 120

AVERAGE PER DAY: 5

CRIMINAL INVESTIGATIONS	
Cases Assigned	12
Incident Reports	6
Supplemental Reports	87
Cases Closed	20
Arrests Made	2
Arrest Warrants	2
Bond Court	6
Case Call Outs	6
Search Warrants	7
Prelims/Grand Jury	1

Case Call Outs:

1. 25BP16386 – Sexual Assault / CSC
2. 25BP13598 – Shots Fired / Burglary
3. 25BP14134 – EMS Cardiac Arrest

Mental Health Advocate:

CIT: 1

Referrals - 10

Follow Ups - 46

Supplemental Reports - 32

Victim Advocate:

Case Call Outs: 2

Incident Reports: 6

Case Closed: 7

Bond Court: 2

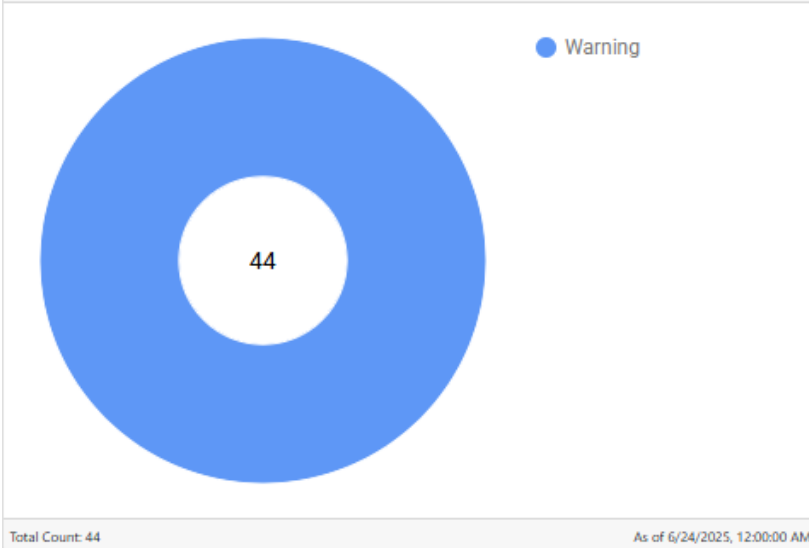
Supplemental Reports: 11

ICAC Cases Assigned: 1

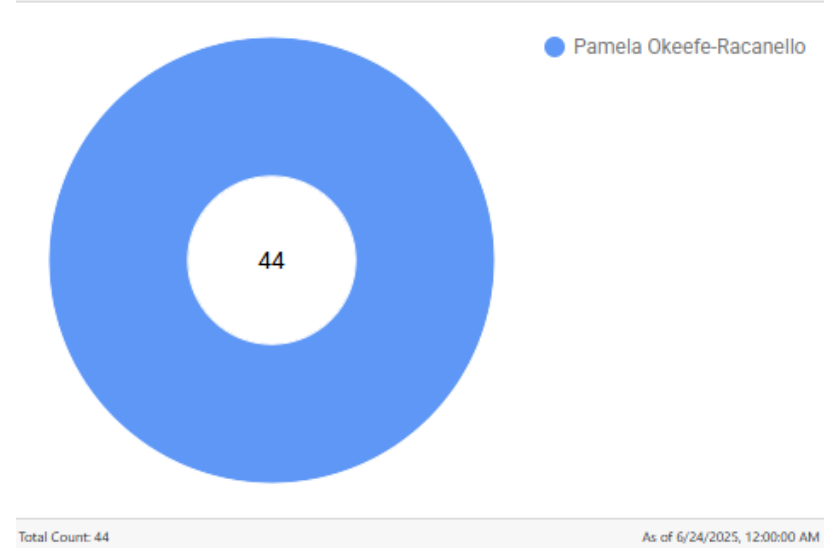
COMMUNITY SERVICE ASSISTANTS

Section XI. Item #1.

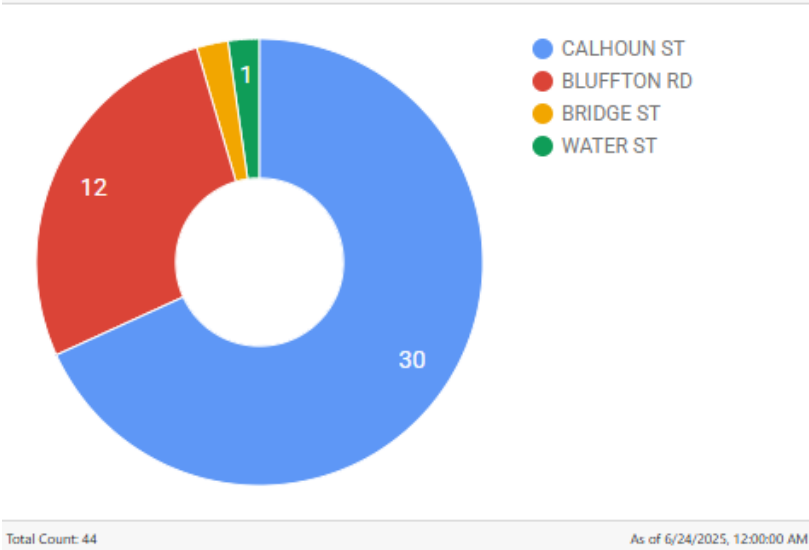
Tickets By Status Last 30 Days



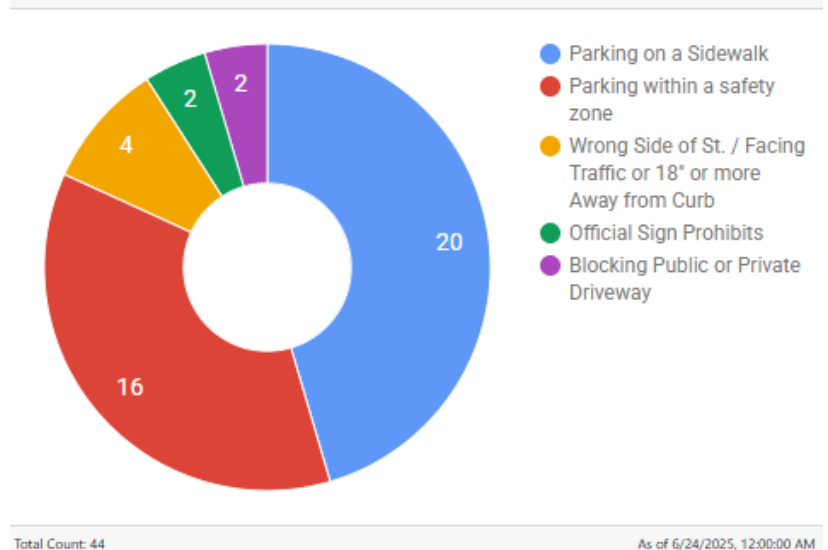
Tickets By Officer Last 30 Days



Tickets By Location Last 30 Days

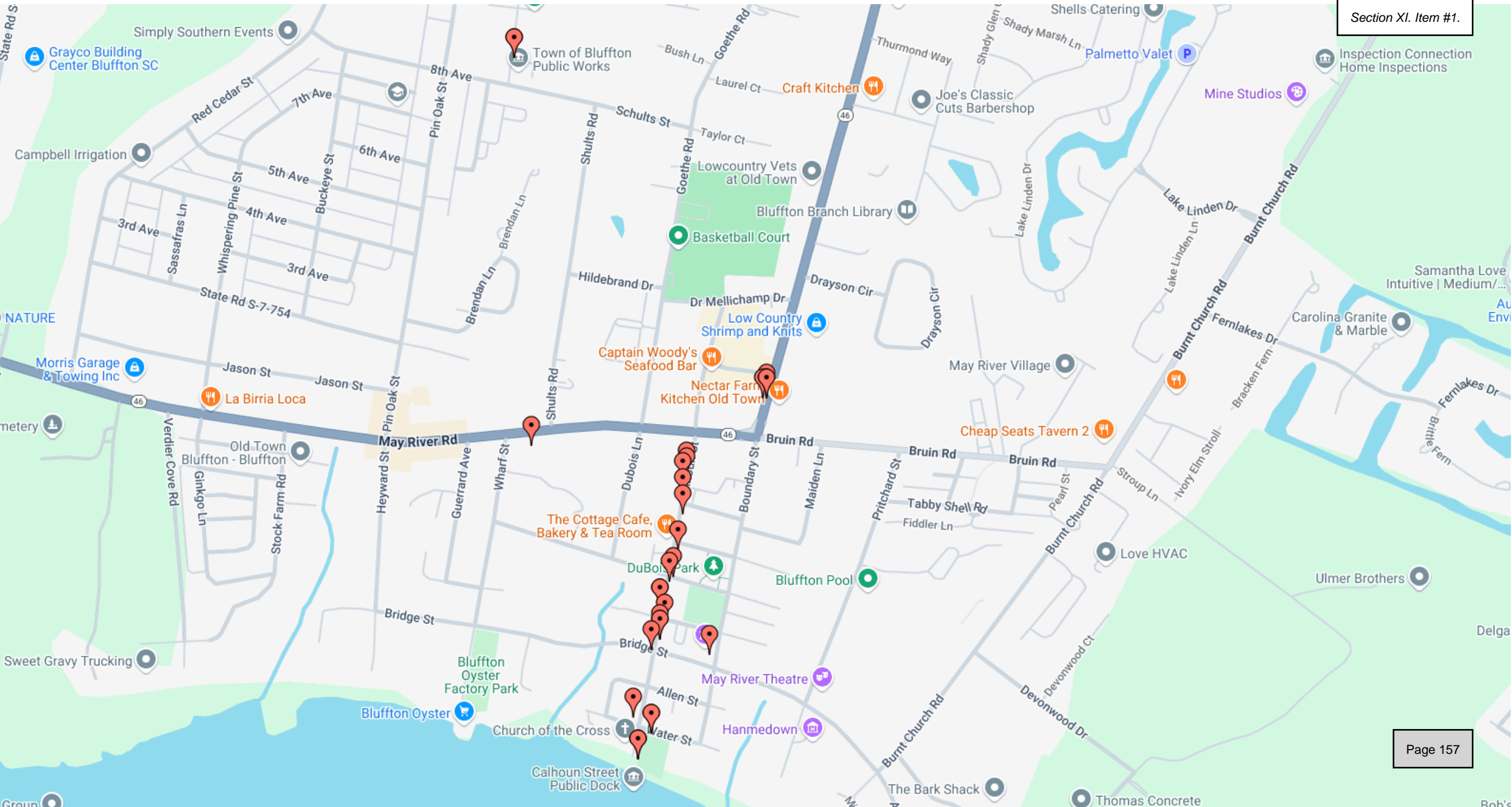


Tickets By Violation Last 30 Days



DOWNTOWN CITATIONS (44) – June 2025

Section XI. Item #1.



Code Enforcement:

William Bonhag

Signs

- Multiple Business advertisement signs removed from Old Town and various locations throughout Bluffton.

Complaints / Property Checks / Follow-ups / Ordinance Letters

131 Goethe Road

- Claudia Gomez Aguilar was issued letters pertaining to her blatant display of party chairs and 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 conversation with owner regarding license status.

218 Simmonsville Road

- 3/14/24 Due to several violations, this location was boarded up.
- This matter is pending actions by Building Safety upon receipt of property ownership email or contact by Mrs. Mitchell to Robert Cullen. Unfortunately, Mrs. Mitchell has passed, and this matter is on hold with the Building Department.
- Vicky Smalls visited location with our team on 11/14/24. Vicky is trying to contact the oldest sibling regarding heirs' property transfer.
- Vicky will assist with dumpsters and town public works will use machinery to clean the property upon the completion of this demolition.
- 1/30/25 at 10am a meeting at Town Hall has been set up with Mr. Cohen along with 2 family relations to discuss either fixing the condition of the home and property clean-up. Removal of RV on site required.
- RV removed from site.
- Property cleaned up, now pending information from Vicky Smalls and Rob Currall Building Official as to their next move regarding this structure.
- As 5/22/25 have not heard of any updates for this property from Rob or Vicky.

1240 May River Road

- This structure also belongs to Lashonda Fluellen on the same property.
- 5/22/25 location was reviewed with Bill Baugher from Watershed who found several violations around this property.
- Lashonda denied the team access to the interior as the work done inside and outside was done w/o any permits.
- Lashonda has no BL for rentals on file at all.
- Several violations shall be addressed on Tuesday 5/27/25 with the Team.
- Lashonda Fluellen is in the process of obtaining a BL for her rentals. This will be monitored for follow through for this BL.

Code Enforcement continued:**1238 May River Road**

- This property has been on a continuous violation for not adhering to NOV's that were issued for not cleaning up the property with dumping in the rear sections of this site. The former tenant was summoned and failed to appear in court.
- During a property visit it was noticed by Codes Officer, the front section of the trailer home was pushed in with the window being held up by a post. On 1/7/25, Chief building inspector Marcus Noe and I returned to check out this structure and was allowed interior access by the tenant. Photos were taken due to the poor condition and NO Heat.
- On Monday 1/13/25 at 11am a return visit was attended by Marcus Noe, Rob Currall, FD Jason Lee and I to determine the status of this structure. It was deemed an unsafe structure and was posted as such on Friday 1/17/25. The tenants and owner were notified by Marcus upon posting. Tenants are out of the house.
- Owner Lashonda Fluellen has agreed to a meeting on site at 9am 1/23/25 to discuss the condition of the home and property. Due to a snow storm all communication was via phone. The tenants were removed by the owner. At present, Rob and Marcus are trying to arrange a meeting on site to discuss the situation.
- On 3/ 12/25 & 3/13/25 Emails were sent to Lashonda that included NOV for accumulations on property, garbage, construction materials, painting items, debris. Lashonda was directed to contact Marcus either by phone or email. The time for compliance for the cleanup is Thursday 3/20/25.
- 3/20/25 checked property and side and backyard need cleanup. Lashonda was sent an email with photos allocating her until Monday 3/24/25 for completion at which time will be re-inspected and possible summons issued.
- 3/20/25 Lashonda called and was given until Friday 3/28/25 to have the entire exterior cleaned up with the removal of all items. Completed 4/1/25
- 4/2/25 Marcus Noe and I met Lashonda's mother on site as her representative. She resides at 48 Guerard Street; we reviewed with her a few options. Marcus suggested to her to have an engineer look at her 2 structures on site for a report. 1238 will be costly for them to repair. Pending what they will be doing. We did not enter as this is an unsafe structure as Posted.
- LaShonda owns 1240 May River Road, this is on the radar for an inspection with the Team in May.
- 5/22/25 Team inspection today, Lashonda says no entry allowed.
- Violations forthcoming, along with failing to obtain a BL for rentals.
- 6/12/25 a follow up inspection for clean up was conducted and should be concluded by 7/1/25

1181 May River Road

- Taquiera Food Truck removed 9 Confederate Jasmine fence creepers along about 40 feet worth, so people could see their food truck.
- This is considered town property as the documents reflect the property owner relinquished their rights to the town for fence and beautification.
- 2 tickets were issued for Damaging Public Property and Landmarks, altering and removing for a May 6th appearance
- Judge Bush ruled they pay \$3200 for replacement and labor along with the 2 tickets for \$260 each.

Code Enforcement continued:

1140 May River Road

- 5/22/25 Team visits for this property due to the condition as it stands.
- Work conducted w/o permits obtained by the contractor or owner.
- Lashonda Fluellen failed to obtain her Business License for her property rentals.
- Removal of the outdoor kitchen was conducted and no summons issued. Interior of this structure was not allowed by the owner for inspection.

241 Buck Island Road

- This location has placed a small size shed for living as an occupant was seen leaving this structure on 4/2/25 that is hidden behind some bushes next to the trailer home.
- No Permits were issued for this structure per Mary Sue McEntire
- 4/3/25 site visit with Chief Building Official Marcus Noe along with Bluffton PD
- The tenants' son stays in this structure periodically; son was disrespectful towards town staff and was looking to argue his point which was not valid. Refused to give his name as he does not reside here. Marus and I will check to see if he returns as he has left the property.
- Marcus noticed a bike on the porch, a visit was made with Officer Nelson, shell casings found on the porch. No individual came to the door at this time.

Simmons ville Road Power Line Section/Santee Cooper

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

149 Simmons ville Road

- 5/19/25 Marcia Frazier called to complain about a house that was situated on her mom's property. Marcia stated that this is a family dispute in a court matter with family members.
- 5/20/25 property was visited by Marcus Noe (Chief Building Inspector) and me to check on this placement.
- 5/20/25 Marcus Noe placed a Stop Work Order on their door to the entrance of this new home.
- Kristy Carge says permits are forthcoming.

Code Enforcement continued:

4375 Bluffton Pkwy Unit B – Caliwell Nails

- Notified by Angie Castrillon they have placed an illegal sign that is unpermitted, too large and backlit.
- 6/24/25 Tuesday, a Notice of Violation shall be issued with a compliance date of 6/29/25.

COMMUNITY ACTION TEAM
Command Staff Meeting
Independence Day Logistics Meeting
For the Love of Summer Event @ Martin Family Park
All Hands Meeting
Cookout with Cops @ Baynard Park

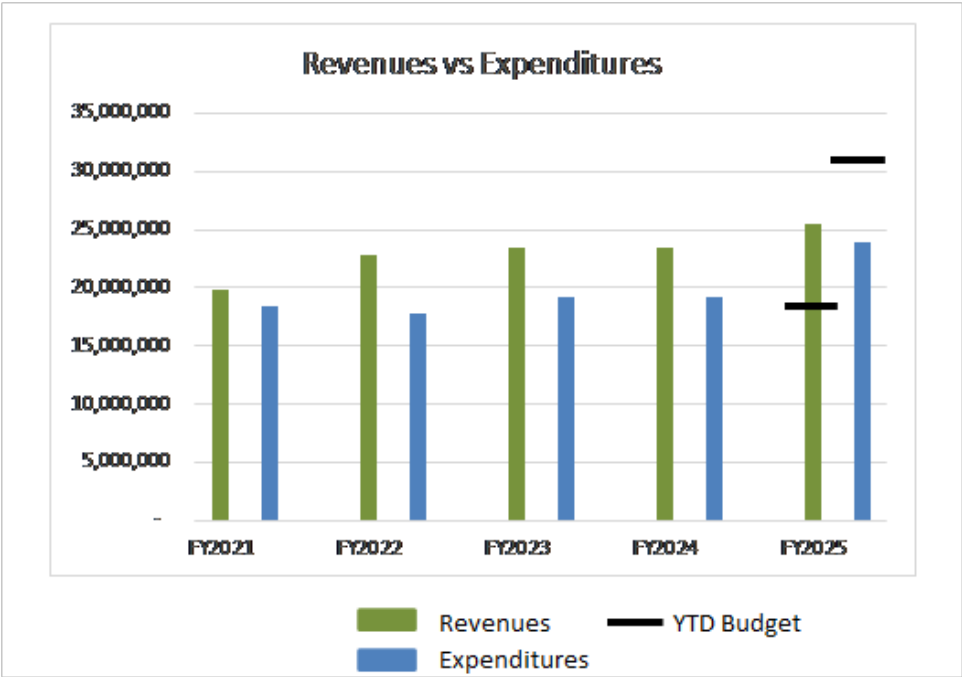
TOWN COUNCIL
STAFF REPORT
Finance & Administration Department



MEETING DATE:	July 08, 2025
PROJECT:	Consent Agenda: Year-to-date Financial Report
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, CGFM, Director of Finance & Administration

General Fund Financial Overview:

The chart below shows the revenue collections and expenditures trend for the last four full years and FY2025 year-to-date (YTD) through May 2025. Revenues have been higher than expenditures for the last four full years.



FY2025 YTD through May shows General Fund total revenues above the total budgeted amount with Building Safety Permits showing the largest impact, followed by Business Licenses. YTD through May expenditures are tracking below the budgeted amounts.

FY25 General Fund Financial Overview

Revenues		Expenditures
\$25,493k	YTD	\$23,843k
134.9%	% of Budget	76.5%
\$18,902k	YTD Budget	\$31,173k

ATTACHMENTS:

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



Town of Bluffton
Actual Versus Budget
For Period Ending May 31, 2025

Section XI. Item #1.

	Month of May 2025					Year-to-Date through May 31, 2025				
	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)
Revenues										
Property Taxes	\$ 157,103	\$ 158,664	\$ 1,561	\$ 156,330	\$ 2,334	\$ 9,977,091	\$ 10,427,420	\$ 450,329	\$ 9,751,561	\$ 675,859
Licenses & Permits										
Business Licenses	588,204	523,878	(64,326)	478,630	45,248	4,008,406	4,885,228	876,822	3,168,447	1,716,781
MASC Telecommunications	-	-	-	-	-	55,332	48,625	(6,707)	49,023	(398)
MASC Insurance Tax Collection	138,073	117,892	(20,181)	102,974	14,918	215,972	189,173	(26,799)	161,070	28,103
Franchise Fees	258,028	305,010	46,982	255,495	49,515	1,399,069	1,630,386	231,317	1,385,336	245,050
Building Safety Permits	306,424	348,703	42,279	189,977	158,726	2,433,929	4,070,661	1,636,732	1,625,493	2,445,168
Application Fees	6,275	10,520	4,245	3,568	6,952	81,485	93,125	11,640	46,330	46,795
Total Licenses & Permits	1,297,004	1,306,003	8,999	1,030,644	275,359	8,194,193	10,917,198	2,723,005	6,435,699	4,481,499
Grants and Entitlements	411,693	-	(411,693)	174,888	(174,888)	1,010,549	1,163,879	153,330	1,148,055	15,824
Intergovernmental	-	-	-	-	-	263,508	325,559	62,051	267,811	57,748
Service Revenues	134,557	105,175	(29,382)	77,701	27,474	831,677	1,035,856	204,179	489,474	546,382
Fines & Fees	13,608	9,982	(3,625)	11,642	(1,660)	121,139	106,369	(14,770)	103,624	2,745
Interest Income	27,497	(23,144)	(50,641)	24,238	(47,382)	310,068	767,848	457,780	273,315	494,533
Miscellaneous Revenues	7,269	7,140	(129)	21,198	(14,058)	96,478	497,955	401,477	288,421	209,534
Total Revenues	<u>2,048,731</u>	<u>1,563,820</u>	<u>(484,910)</u>	<u>1,496,641</u>	<u>67,179</u>	<u>20,804,703</u>	<u>25,242,084</u>	<u>4,437,381</u>	<u>18,757,960</u>	<u>6,484,124</u>
Other Financing Sources	-	8,804	8,804	-	8,804	-	14,454	14,454	-	14,454
Transfers In	76,804	56,583	(20,221)	115,687	(59,104)	243,947	236,534	(7,413)	144,289	92,245
Total Other Financing Sources & Transfers In	<u>76,804</u>	<u>65,387</u>	<u>(11,417)</u>	<u>115,687</u>	<u>(50,300)</u>	<u>243,947</u>	<u>250,988</u>	<u>7,041</u>	<u>144,289</u>	<u>106,699</u>
Total Revenues and Other Financing Sources	<u>\$ 2,125,535</u>	<u>\$ 1,629,207</u>	<u>\$ (496,327)</u>	<u>\$ 1,612,328</u>	<u>\$ 16,879</u>	<u>\$ 21,048,650</u>	<u>\$ 25,493,072</u>	<u>\$ 4,444,422</u>	<u>\$ 18,902,249</u>	<u>\$ 6,590,823</u>
Expenditures										
Town Council	\$ 56,610	\$ 12,453	\$ (44,157)	\$ 61,612	\$ (49,159)	\$ 158,732	\$ 125,086	\$ (33,646)	\$ 136,139	\$ (11,053)
Executive	116,091	128,419	12,328	145,937	(17,518)	1,251,374	1,474,938	223,564	1,854,133	(379,195)
Economic Development	29,950	33,555	3,605	33,446	109	389,708	446,961	57,253	499,139	(52,178)
Human Resources	39,802	43,942	4,140	46,583	(2,641)	487,268	518,152	30,884	606,428	(88,276)
Communications and Community Outreach	33,681	71,803	38,122	56,136	15,667	468,666	667,480	198,814	1,112,484	(445,004)
Police	544,859	792,790	247,931	696,250	96,540	8,161,864	8,935,163	773,299	11,815,099	(2,879,936)
Municipal Judges	5,969	5,918	(51)	6,519	(601)	90,294	90,468	174	98,809	(8,341)
Municipal Court	27,082	32,484	5,402	29,163	3,321	414,687	446,247	31,560	480,530	(34,283)
Finance	70,352	75,626	5,274	82,261	(6,635)	889,645	995,721	106,076	1,164,268	(168,547)
Information Technology	80,743	151,019	70,276	95,301	55,718	1,574,038	1,758,709	184,671	2,075,801	(317,092)
Customer Service	15,659	19,275	3,616	18,757	518	221,121	220,213	(908)	263,785	(43,572)
Planning & Community Development	77,393	216,443	139,050	106,775	109,668	1,269,745	1,321,705	51,960	1,823,490	(501,785)
Building Safety	69,241	73,261	4,020	73,574	(313)	850,450	828,867	(21,583)	880,738	(51,871)
Project Management	60,780	59,260	(1,520)	63,860	(4,600)	681,309	688,226	6,917	723,099	(34,873)
Public Services	159,376	235,783	76,407	237,746	(1,963)	1,748,707	2,468,418	719,711	3,682,210	(1,213,792)
Town Wide	318,119	208,784	(109,335)	440,694	(231,910)	2,427,071	2,856,590	429,519	3,957,266	(1,100,676)
Total Expenditures	<u>1,705,707</u>	<u>2,160,815</u>	<u>455,108</u>	<u>2,194,614</u>	<u>(33,799)</u>	<u>21,084,679</u>	<u>23,842,944</u>	<u>2,758,265</u>	<u>31,173,418</u>	<u>(7,330,474)</u>
Other Financing Uses										
Contribution to Fund Balance	-	-	-	-	-	-	-	-	-	-
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures and Other Financing Uses	<u>\$ 1,705,707</u>	<u>\$ 2,160,815</u>	<u>\$ 455,108</u>	<u>\$ 2,194,614</u>	<u>\$ (33,799)</u>	<u>\$ 21,084,679</u>	<u>\$ 23,842,944</u>	<u>\$ 2,758,265</u>	<u>\$ 31,173,418</u>	<u>\$ (7,330,474)</u>



Town of Bluffton
Actual Versus Budget
For Period Ending May 31, 2025

Section XI. Item #1.

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	Month of May 2025					Year-to-Date through May 31, 2025				
	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)
Revenues										
Stormwater Utility Fee	\$ 28,696	\$ 16,997	\$ (11,699)	\$ 27,587	\$ (10,590)	\$ 2,106,283	\$ 2,468,173	\$ 361,890	\$ 2,024,881	\$ 443,292
Licenses & Permits										
NPDES Plan Review Fee	12,700	5,800	(6,900)	10,732	(4,932)	108,080	86,248	(21,832)	91,329	(5,081)
NPDES Inspection Fee	35,600	28,950	(6,650)	30,740	(1,790)	298,650	318,250	19,600	257,882	60,368
Total Licenses & Permits	48,300	34,750	(13,550)	41,472	(6,722)	406,730	404,498	(2,232)	349,211	55,287
Total Revenues	76,996	51,747	(25,249)	69,059	(17,312)	2,513,013	2,872,671	359,658	2,374,092	498,579
 Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources & Transfers In	-	-	-	-	-	-	-	-	-	-
 Total Revenues and Other Financing Sources	\$ 76,996	\$ 51,747	\$ (25,249)	\$ 69,059	\$ (17,312)	\$ 2,513,013	\$ 2,872,671	\$ 359,658	\$ 2,374,092	\$ 498,579
 Expenditures										
Watershed Management	\$ 72,027	\$ 160,507	\$ 88,480	\$ 115,618	\$ 44,889	\$ 1,076,357	\$ 1,275,035	\$ 198,678	\$ 1,727,766	\$ (452,731)
Total Expenditures	72,027	160,507	88,480	115,618	44,889	1,076,357	1,275,035	198,678	1,727,766	(452,731)
 Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	-	-	-	-	-
Transfers Out to General Fund	-	-	-	-	-	-	-	-	-	-
Transfer Out to Debt Service	224,400	230,525	6,125	226,119	4,406	293,800	296,050	2,250	296,050	-
Contribution to Fund Balance	-	-	-	-	-	-	-	-	-	-
Total Transfers	224,400	230,525	6,125	226,119	4,406	293,800	296,050	2,250	296,050	-
 Total Expenditures and Other Financing Uses	\$ 296,427	\$ 391,032	\$ 94,605	\$ 341,736	\$ 49,296	\$ 1,370,157	\$ 1,571,085	\$ 200,928	\$ 2,023,816	\$ (452,731)



Town of Bluffton
Budget and Actual - Capital Improvement Program Fund
For Period Ending May 31, 2025

	YTD Estimated	Adopted Budget	Budget Amendments and Transfers	Revised Budget	Actual vs Budget Difference	Actual as % of Budget
Economic Development						
Buckwalter Place Multi-County Commerce Park Phase 2	\$ 3,293,140	\$ 3,204,420	\$ 832,666	\$ 4,037,086	\$ 743,946	81.6%
Total Economic Development	3,293,140	3,204,420	832,666	4,037,086	743,946	81.6%
Facilities						
Town Hall Improvements	46,520	-	64,887	64,887	18,367	71.7%
Squire Pope Carriage House	546,649	615,000	140,613	755,613	208,964	72.3%
Law Enforcement Center Facility Improvements	3,104	405,000	74,056	479,056	475,952	0.6%
Sarah Riley Hooks Cottage	58,195	1,411,432	45,115	1,456,547	1,398,352	4.0%
Town Facilities ADA Compliance Plan - NEW	-	100,000	-	100,000	100,000	0.0%
Total Facilities	654,468	2,531,432	324,671	2,856,103	2,201,635	22.9%
Housing						
Affordable Housing Project	13,217	1,478,480	120,735	1,599,215	1,585,998	0.8%
Total Housing	13,217	1,478,480	120,735	1,599,215	1,585,998	0.8%
Information Technology Infrastructure						
Community Safety Cameras Phase 6	98,637	195,000	37,210	232,210	133,573	42.5%
Network Improvements	108,510	241,000	20,564	261,564	153,054	41.5%
Total Parks	207,147	436,000	57,774	493,774	286,627	42.0%
Land						
Land Acquisition	32,751	2,959,387	2,497,715	5,457,102	5,424,351	0.6%
Total Land	32,751	2,959,387	2,497,715	5,457,102	5,424,351	0.6%
Parks						
Park Improvements	193,731	236,228	190,331	426,559	232,828	45.4%
Oyster Factory Park	40,103	433,048	55,000	488,048	447,945	8.2%
Oscar Frazier Park	495,514	112,000	532,967	644,967	149,453	76.8%
New Riverside Park/Barn Site	7,930,709	7,335,254	2,228,834	9,564,088	1,633,379	82.9%
New River Trail	75,171	2,460,430	99,221	2,559,651	2,484,480	2.9%
New Riverside Village Park	3,782	-	5,457	5,457	1,675	69.3%
Buckwalter Place Park Improvements	559,852	774,190	147,000	921,190	361,338	60.8%
Public Art	51,048	200,000	(269)	199,731	148,683	25.6%
Total Parks	9,349,910	11,551,150	3,258,541	14,809,691	5,459,781	63.1%
Roads						
Pathway Pedestrian Safety Improvements	54,684	532,418	19,247	551,665	496,981	9.9%
Calhoun Street Streetscape	54,385	434,008	13,617	447,625	393,240	12.1%
BIS Neighborhood Sidewalks & Lighting	19,727	-	20,000	20,000	273	0.0%
Wharf Street Lighting	-	-	244,560	244,560	244,560	0.0%
Boundary Street Lighting	-	-	23,224	23,224	23,224	0.0%
Boundary Street Streetscape	39,833	1,887,675	79,996	1,967,671	1,927,838	2.0%
Townwide Wayfinding Signage System	20,857	65,000	30,000	95,000	74,143	22.0%
Historic District Overhead Power Conversion	3,200	74,000	-	74,000	70,800	4.3%
Ghost Roads	200	377,412	11,989	389,401	389,201	0.1%
Total Roads	192,886	3,370,513	442,633	3,813,146	3,620,260	5.1%
Stormwater and Sewer						
Sewer Connections Policy	120,285	498,730	231,000	729,730	609,445	16.5%
Buck Island Sewer Phase 5	790,221	-	804,287	804,287	14,066	N/A
Historic District Sewer Extension Phase 4	727	575,760	(141,462)	434,298	433,571	0.2%
Historic District Sewer Extension Phase 5	6,170	523,920	(141,712)	382,208	376,038	1.6%
Historic District Sewer Extension Phase 6	676	646,200	(167,722)	478,478	477,802	0.1%
Bridge Street Streetscape	72,305	1,162,969	188,552	1,351,521	1,279,216	5.3%
Comprehensive Drainage Plan Improvements	80,930	676,400	35,326	711,726	630,796	11.4%
May River Action Plan Impervious Restoration/Water Quality Project	39,756	220,634	(29,741)	190,893	151,137	20.8%
Stoney Crest Campground/Old Palmetto Bluff Rd	175	1,100,000	-	1,100,000	1,099,825	0.0%
Pritchard Street Drainage Improvements	18,182	1,742,231	8,146	1,750,377	1,732,195	1.0%
Shults Road Drainage Improvements	-	272,888	-	272,888	272,888	0.0%
Total Stormwater and Sewer	1,129,427	7,419,732	786,674	8,206,406	7,076,979	13.8%
Total CIP Expenditures	\$ 14,872,946	\$ 32,951,114	\$ 8,321,409	\$ 41,272,523	\$ 26,399,577	36.0%



Town of Bluffton
Actual Versus Budget
For Period Ending May 31, 2025

Section XI. Item #1.

	Month of May 2025					Year-to-Date through May 31, 2025				
	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)
Revenues										
Property Taxes										
Real & Personal Property Tax (TIF)	\$ 42,871	\$ 35,762	\$ (7,109)	\$ 48,089	\$ (12,327)	\$ 4,157,421	\$ 4,848,488	\$ 691,067	\$ 4,663,466	\$ 185,022
GO Bond Debt Service Property Tax	8,192	8,274	82	6,877	1,397	509,768	535,738	25,970	427,909	107,829
Total Property Tax	51,063	44,036	(7,027)	54,966	(10,930)	4,667,189	5,384,226	717,037	5,091,375	292,851
Licenses & Permits										
Municipal Improvement District Fee	225	1,575	1,350	224	1,351	368,986	393,974	24,988	368,124	25,850
Interest Income	11,123	4,228	(6,895)	2,350	1,878	108,238	77,499	(30,739)	22,869	54,630
Miscellaneous Revenues	-	-	-	-	-	-	-	-	-	-
Total Revenues	<u>62,411</u>	<u>49,839</u>	<u>(12,572)</u>	<u>57,540</u>	<u>(7,701)</u>	<u>5,144,413</u>	<u>5,855,699</u>	<u>711,286</u>	<u>5,482,368</u>	<u>373,332</u>
Other Financing Sources										
Transfers In	224,400	230,525	6,125	226,119	4,406	293,800	296,050	2,250	296,050	-
Total Other Financing Sources & Transfers In	<u>224,400</u>	<u>230,525</u>	<u>6,125</u>	<u>226,119</u>	<u>4,406</u>	<u>293,800</u>	<u>296,050</u>	<u>2,250</u>	<u>296,050</u>	<u>-</u>
Total Revenues and Other Financing Sources	<u>\$ 286,811</u>	<u>\$ 280,364</u>	<u>\$ (6,447)</u>	<u>\$ 283,659</u>	<u>\$ (3,295)</u>	<u>\$ 5,438,213</u>	<u>\$ 6,151,749</u>	<u>\$ 713,536</u>	<u>\$ 5,778,418</u>	<u>\$ 373,332</u>
Expenditures										
Series 2014 TIF Bonds Debt Service										
Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 873,554	\$ 896,386	\$ 22,832	\$ 896,386	\$ -
Interest	23,429	11,866	(11,563)	11,866	-	58,127	35,295	(22,832)	35,295	-
Series 2022 TIF Bonds Debt Service										
Principal	\$ 316,599	\$ 327,553	\$ 10,954	\$ 327,553	\$ -	\$ 316,599	\$ 327,553	\$ 10,954	\$ 327,553	\$ -
Interest	324,334	313,380	(10,954)	313,380	-	324,334	313,380	(10,954)	313,380	-
Series 2020 GO Bonds Debt Service										
Principal	-	-	-	-	-	245,000	255,000	10,000	255,000	-
Interest	-	-	-	-	-	134,300	122,050	(12,250)	122,050	-
Series 2020A GO Bonds Debt Service										
Principal	155,000	165,000	10,000	165,000	-	155,000	165,000	10,000	165,000	-
Interest	69,400	65,525	(3,875)	65,525	-	138,800	131,050	(7,750)	131,050	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Total Expenditures	<u>888,762</u>	<u>883,324</u>	<u>(5,438)</u>	<u>883,324</u>	<u>-</u>	<u>2,245,714</u>	<u>2,245,714</u>	<u>-</u>	<u>2,245,714</u>	<u>-</u>
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	1,000,000	3,650,000	2,650,000	6,960,134	(3,310,134)
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,000,000</u>	<u>3,650,000</u>	<u>2,650,000</u>	<u>6,960,134</u>	<u>(3,310,134)</u>
Total Expenditures and Other Financing Uses	<u>\$ 888,762</u>	<u>\$ 883,324</u>	<u>\$ (5,438)</u>	<u>\$ 883,324</u>	<u>\$ -</u>	<u>\$ 3,245,714</u>	<u>\$ 5,895,714</u>	<u>\$ 2,650,000</u>	<u>\$ 9,205,848</u>	<u>\$ (3,310,134)</u>



Town of Bluffton
Special Revenue Accounts
For Period Ending May 31, 2025

Section XI. Item #1.

FY2025														Original Estimate
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	1,571	1,830	1,559	1,417	271,078	697	632	290,058	673	664	174,809			744,988
Local Accommodations Tax	2,700	60,640	138,169	122,416	194,338	192,218	129,925	55,057	93,013	177,747	230,699			1,396,922
Hospitality Tax	8,468	281,963	305,218	314,531	351,835	411,775	348,925	294,270	311,950	423,054	370,020			3,422,009
Total Revenues	12,739	344,433	444,946	438,364	817,251	604,690	479,482	639,385	405,636	601,465	775,528	-	-	5,563,919

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

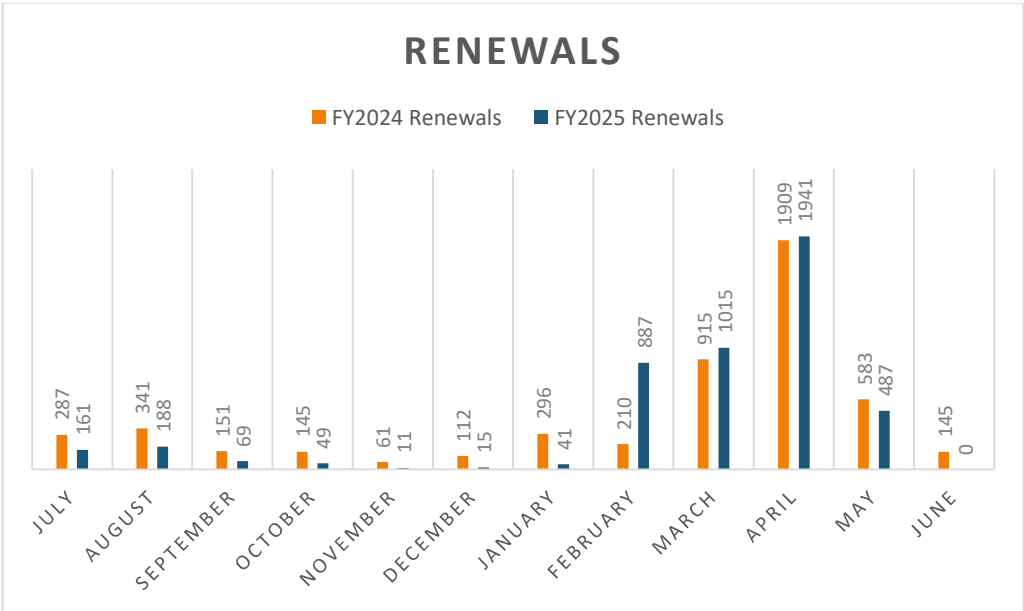
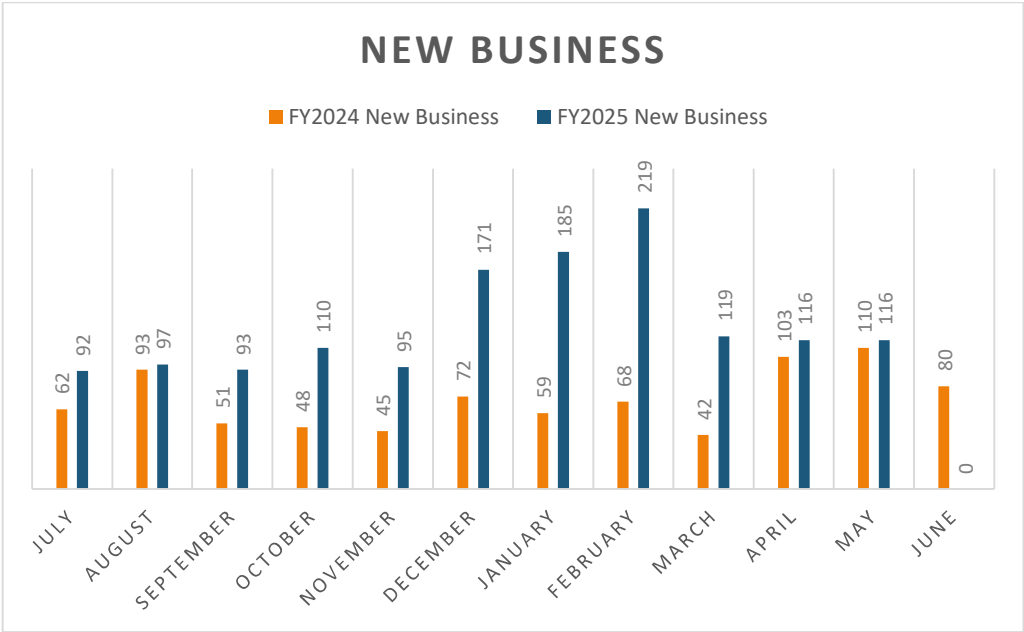
FY2025 VS FY2024 (more / (less))													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13
Revenues													
State Accommodations Tax	38	109	(404)	(236,136)	269,305	(1,309)	(248,453)	288,201	(1,368)	(160,686)	172,941		82,238
Local Accommodations Tax	(2,851)	(91,496)	30,108	(2,469)	17,727	20,941	12,057	(15,703)	3,014	(5,430)	20,570		(13,532)
Hospitality Tax	(46,044)	(58,472)	23,118	31,483	(4,082)	61,999	(36,768)	71,212	(2,337)	39,811	(22,340)		57,580
Total Revenues	(48,857)	(149,859)	52,822	(207,122)	282,950	81,631	(273,164)	343,710	(691)	(126,305)	171,171	-	126,286

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

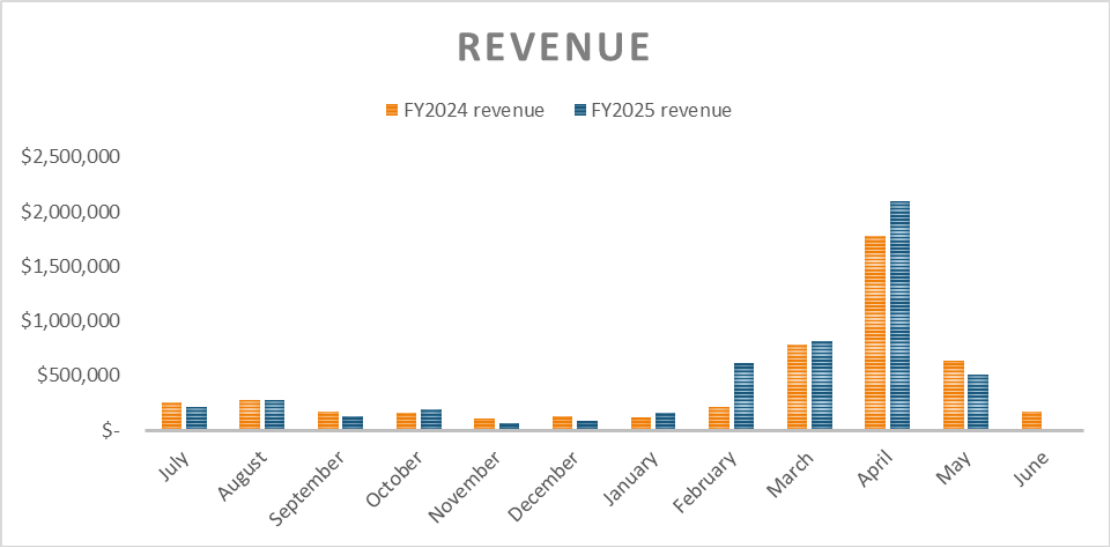
FY2024 VS FY2023 (more / (less))													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13
Revenues													
State Accommodations Tax	1,133	1,253	1,454	(18,588)	990	1,109	19,804	941	886	16,067	480	104	(27,749)
Local Accommodations Tax	4,937	(21,467)	(18,807)	(12,632)	23,670	13,203	3,229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

Business License Statistics:

Business License applications for FY2025 through May total 6,277 (1,413 new business and 4,864 renewals) compared to FY2024’s total of 5,763 (753 new business and 5,010 renewals).



Business license renewals reflect a decrease of 16% or 96 and revenue collections decreased 25% or \$143,382 for the month of May when compared to last year as more businesses renewed more timely this year. Business license revenue generated through permits increased by 21% or \$14,355.



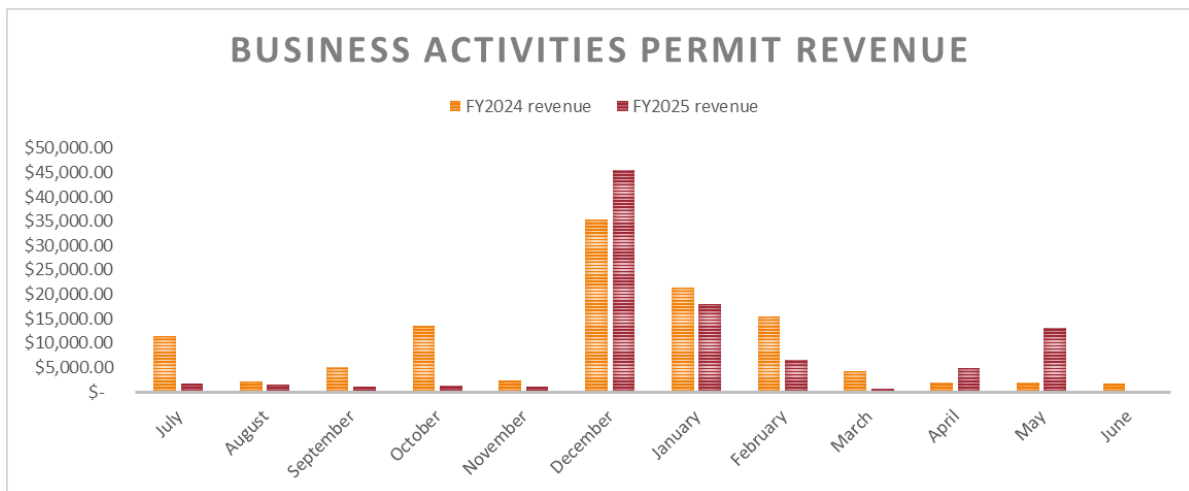
The amended ordinance that went into effect January 1st, 2019 included additional incentives for new businesses and businesses with multiple locations within the Town. For the 2025 business license renewals, there were five hundred, nineteen (519) renewals eligible for an incentive.

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

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

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

- **Mobile Vending Permit (MVP): \$400 for a calendar year**
 - Zero (0) MVPs issued in May
 - Thirty-one (31) are compliant
 - Six (6) are non-compliant
 - None are pending
 - There are thirty-seven (37) identified Mobile Vending businesses
- **Short-Term Rental Permit (STRP): \$325 for a calendar year**
 - Fourteen (14) STRPs issued in May
 - Two hundred and two (202) STRPs are compliant with a permit
 - Fifty-nine (59) are non-compliant
 - Ten (10) are in-process
 - There are two hundred and seventy-one (271) properties identified



Grant Program / Name	Federal/ State/ Other	Grant #	Town Project Description	Department	Status	Amount Funded by Grant	Town's Match	Total Project Amount	Date of Award	Grant Start Date	Grant Expiration
South Carolina Infrastructure Investment Program (SCIIP)	Federal	A-23-C015	Stoney Crest area septic to sewer; local match split equally among Town, Beauf.Co, and BJWSA.	Stormwater	AWARDED TO BJWSA	\$ 5,925,000.00	\$1,975,000 divided equally among Town, County, and BJWSA	\$ 7,900,000.00	04/27/23	04/24/23	6/1/2026
American Rescue Plan Act (ARPA) grant from the State and Local Fiscal Recovery Fund (SLFRF)	Federal	SLT-5134	coronavirus recovery, Entitlement community with Tier 5 reporting	Finance	Active	\$ 1,982,471.00	none	\$ 1,982,471.00	05/27/21	03/03/21	obligated by 12/31/2024 expended by 12/31/2026
Community Development Block Grant (CDBG)	Federal	4-A-19-001	BIS sanitary sewer, Phase 5	CIP	submitted for closure	\$ 500,000.00	\$ 3,002,282.00	\$ 3,502,282.00	10/14/19	10/14/19	12/30/2023; extended to 12/31/2024
Land and Water Conservation Fund	Federal	45-01131	New Riverside Barn Park	CIP	submitted for closure	\$ 500,000.00	\$ 500,000.00	Phase I > \$1M	10/18/21	10/19/21	10/31/2023; extended to 12/31/2024
Section 319(h) Nonpoint Source Pollution, Assistance Program	Federal	EQ-0-263	May River Watershed Action Plan Phase IV; sewer connections (Poseys Court, Pritchard Street, Bridge Street)	Stormwater / CIP	closed	\$ 365,558.36	\$ 243,830.00	\$ 609,388.36	06/21/19	09/25/19	7/24/2023; extended to 9/30/2024
Nonpoint Source Implementation Program - Section 319(h) of the Clean Water Act	Federal	EQ-3-544	May River Watershed Action Plan, Phase VI - stormwater retrofit (Pritchard St)	Stormwater / CIP	Active	\$ 124,577.00	\$ 83,398.00	\$ 207,975.00	11/16/22	11/16/22	11/15/2025
Nonpoint Source Implementation Program - Section 319(h) - Clean Water Act	Federal	EQ-4-318	May River Phase VII - HD Sewer Phases 4-6	CIP	Active	\$ 529,850.00	\$ 367,920.00	\$ 897,770.00	6/16/2023	2/29/2024	9/30/2027
FY24 COPS Technology and Equipment Program Invitational Solicitation	Federal	15/COPS-24-GG-02292	equipment for PD	Police	Active	\$ 1,348,178.00	\$ -	\$ 1,348,178.00	9/30/2024	3/9/2024	3/31/2026

FY24 Park and Recreation Development Fund (PARD)	State	Project Number 2023057	New River Trail Restroom Shelter	CIP	Active	\$ 26,000.00	\$ 6,500.00	\$ 32,500.00	05/08/23	05/08/23	5/8/2026
School Safety Program FY24 (School Resource Officer)	State	SR-076-C0702-24	SRO funding for six officers	Police	closed	\$ 893,422.29	none	\$ 893,422.29	6/16/2023	7/1/2023	6/30/2024; extended until 12/31/2024 for final expenditures
FY24 State Appropriation Act	State	none	New River Linear Trail	CIP	Active	\$ 2,000,000.00	\$ 705,172.00	\$ 2,705,172.00	10/16/2023	10/16/2023	none
FY24 State Appropriation Act	State	none	Agility Course	Police	closed	\$ 50,000.00	none	\$ 50,000.00	9/8/2023	9/8/2023	6/15/2024; extended until 6/15/2025
StimulateSC	State	2024SSC-01	DRCI Artificial Intelligence Training Program	DRCI	closed	\$ 10,450.00	\$ 10,450.00	\$ 20,900.00	1/2/2024	1/15/2024	10/15/2024
National Opioid Guaranteed Political Subdivision Subfund	State	none	Opioid settlement money	Police	Active	\$ 30,400.00	none	\$ 30,400.00	7/15/2024	7/1/2024	6/30/2025
School Safety Program FY25 (School Resource Officer)	State	SR-113-C0702-25	continued funding for six SROs	Police	Active	\$ 522,025.00	none	\$ 522,025.00	8/6/2024	7/1/2024	6/30/2025
South Carolina Power Team Site Readiness Fund (SRF) Grant	Local	n/a	economic development for Buckwalter MCIP, Building A	Exec	Active	\$ 1,000,000.00	\$ 2,715,365.00	\$ 4,045,365.00	6/25/2024	11/13/2024	12/31/2025
FY25 State Appropriation Act	State	none	K9 program	Police	Active	\$ 50,000.00	none	\$ 50,000.00	7/24/2024	7/1/2024	6/15/2025
Home Repair Program	Local	none	Home Repair Assistance (NAP)	Growth Management	Active	\$ 144,000.00	none	\$ 144,000.00	8/22/2024	8/22/2024	6/30/2025
						\$ 8,882,931.65					

Building Resilient Infrastructure and Communities (BRIC)	Federal	CANCELLED BY FEDERAL GOVERNMENT APRIL 2025	Historic District drainage	Watershed	submitted 12/14/2023	\$ 278,550.00	\$ 30,950.00	\$ 309,500.00			36 months from date of award
Sen Graham appropriation FFY25 / National Park Service	Federal		New River Linear Trail ADA Enhancement Phase II	CIP	submitted 4/29/2024; look for Congress to pass appropriation legislation between Oct and Dec 2024	\$ 500,000.00	\$ 1,492,056.00	\$ 1,992,056.00			
Hazard Mitigation Grant Program	Federal		Historic District drainage	Watershed	pre-app approved 5/5/25; full application due 8/29/25	\$ 327,318.75	\$ 109,106.25	\$ 436,425.00			

	As of May 2025					
	Bluffton Police Department Benevolence Fund		Mayor's Stay Safe Bluffton Scholarship Fund		Town of Bluffton Parks & Public Art Fund	
	FY through		FY through		FY through	
	May. 2025	Apr. 2025	May. 2025	Apr. 2025	May. 2025	Apr. 2025
Beginning Balance	\$ 138,943.35	\$ 100,846.75	\$ 21,305.97	\$ 16,140.72	\$ 3,908.86	\$ -
Contributions & Investement Activity						
Contributions to Fund	\$ -	\$ 42,576.43	\$ 2,577.32	\$ 7,411.85	\$ -	\$ 3,800.00
Interest & Dividend Income	252.81	2,672.66	40.55	479.68	7.20	81.34
Investment Income & Losses	128.19	1,729.41	20.56	292.19	3.65	51.51
Total Contributions & Investment Activity	381.00	46,978.50	2,638.43	8,183.72	10.85	3,932.85
Expenses						
Distributions - Grants	-	-	-	-	-	-
Distributions - Program Expenses	-	7,258.90	-	-	-	-
Fees - Administrative & Investment	-	1,203.31	-	212.50	-	-
Fees - Credit Card Processing	-	38.69	33.07	128.96	-	-
Total Expenses	-	8,500.90	33.07	341.46	-	-
Net Change to Fund Balance	\$ 381.00	\$ 38,477.60	\$ 2,605.36	\$ 7,842.26	\$ 10.85	\$ 3,932.85
Pending Contributions						
Total Pending Contributions		\$ -		\$ -		\$ -
Pending Expenses						
Total Pending Expenses		-		-		-
Projected Ending Balance		\$ 139,324.35		\$ 23,982.98		\$ 3,932.85

TOWN COUNCIL



STAFF REPORT Human Resources Department

MEETING DATE:	July 8, 2025
PROJECT:	June 2025 Activity Report
PROJECT MANAGER:	Anni Evans, Director of Human Resources

Human Resources Summary:

Interns: 2

Ransom Albertson: Finance
Peyton Chrjapin: Public Services

Exits: 1

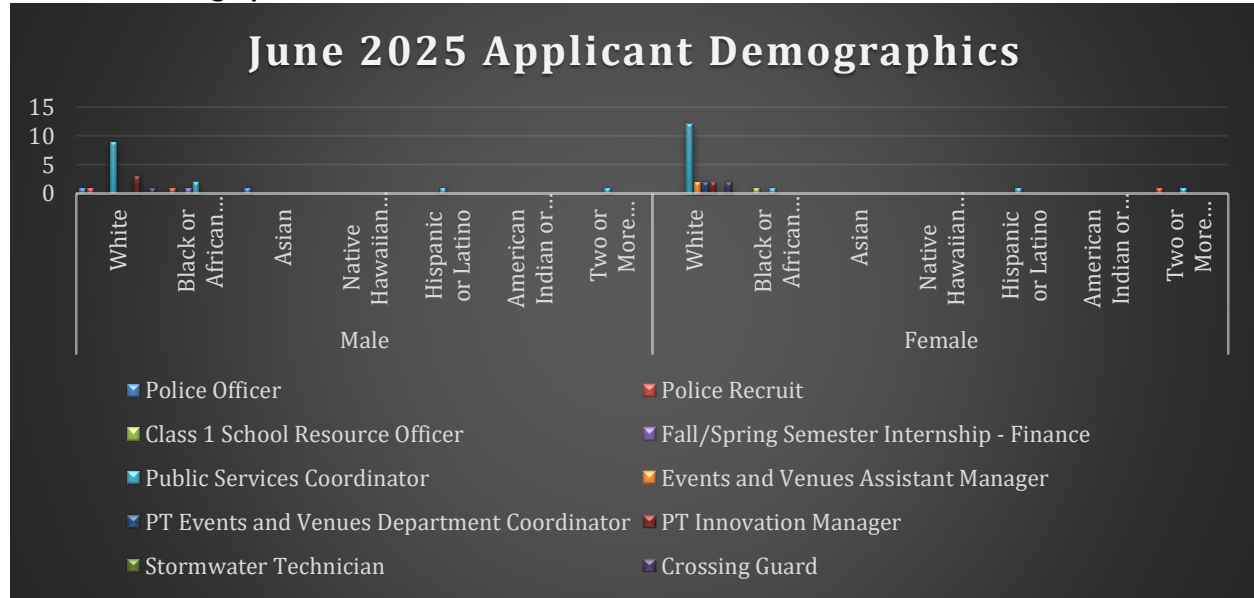
Thomas Millar
Title: Crossing Guard
Exit Date: June 2, 2025
Department: Police Department

Jobs posted:

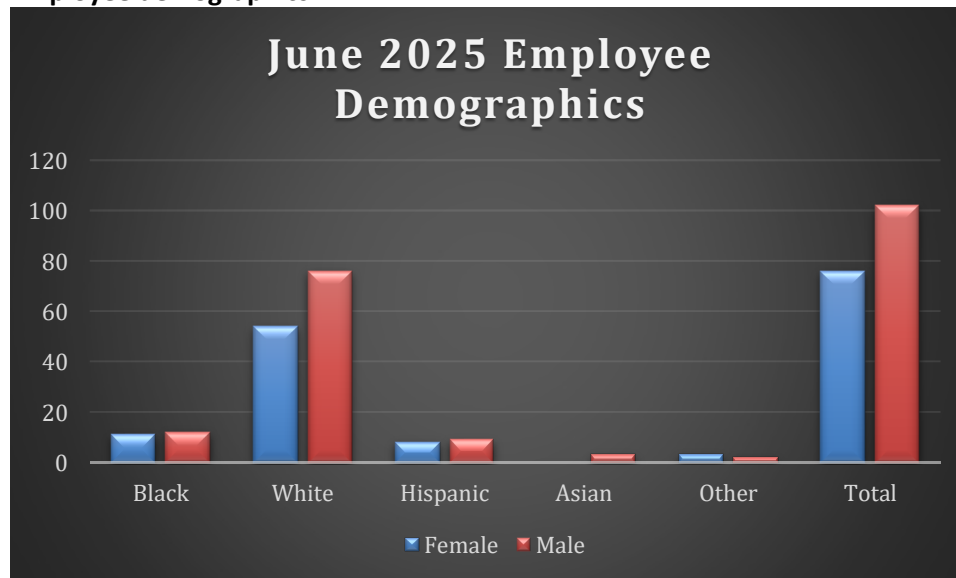
Police Officer
Police Recruit
Police Officer SRO
Intern College
Public Services Coordinator
Events and Venues Asst. Manager (Internal)
Events and Venues Coordinator – PT
Innovation Manager – PT
Stormwater Technician
Crossing Guard

- Birthday/Anniversary Celebration – 6/11 Ice Cream Bar
- Wellness Events:
 - UV Safety – email campaign
 - National Hydration Day – 6/23: Hydration Bar
- Introduction to On Site Medical Provider Beaufort Memorial Health: June 25
 - Public Services Introduction
 - PD Introduction
- Intern Events:
 - Palmetto Bluff History walking tour: June 11
 - May River Boat Tour: June 18
 - Intro to other facilities and departments: June 24

Candidate demographics:



Employee demographics:



TOWN COUNCIL



STAFF REPORT
Municipal Court Department

MEETING DATE:	July 8, 2025
PROJECT:	May Activity Report
PROJECT MANAGER:	Lisa Cunningham, Clerk of Court

Court Summary

Town of Bluffton Municipal Court convenes every Tuesday morning. In May 2025 a total of four morning sessions. The Municipal Court currently has 369 cases pending which is a combination of 327 criminal/traffic cases, 15 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 837 cases which is a combination of 35 pending and 802 disposed on the docket as of May 2025.

Alternative Programs

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

There are currently 14 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 6 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 3 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 4 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 May 2025

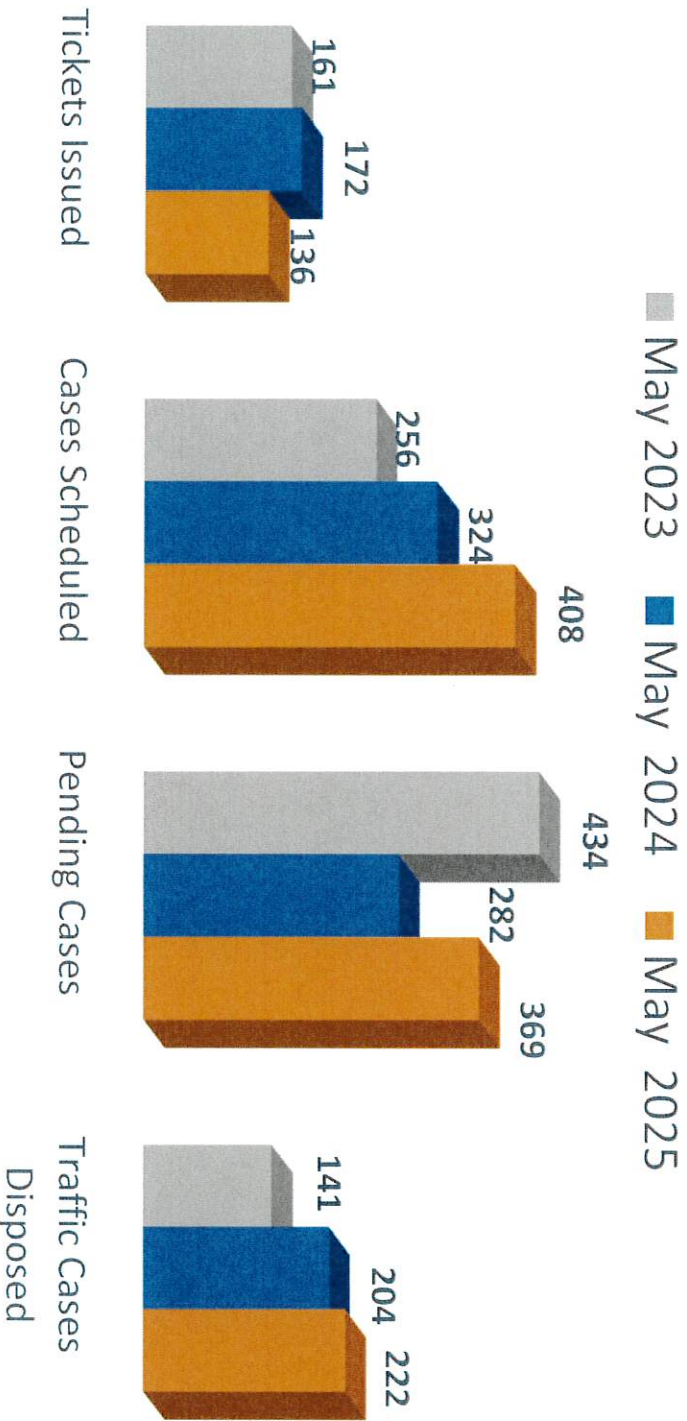
Presented by:

Lisa Cunningham, Clerk of Court



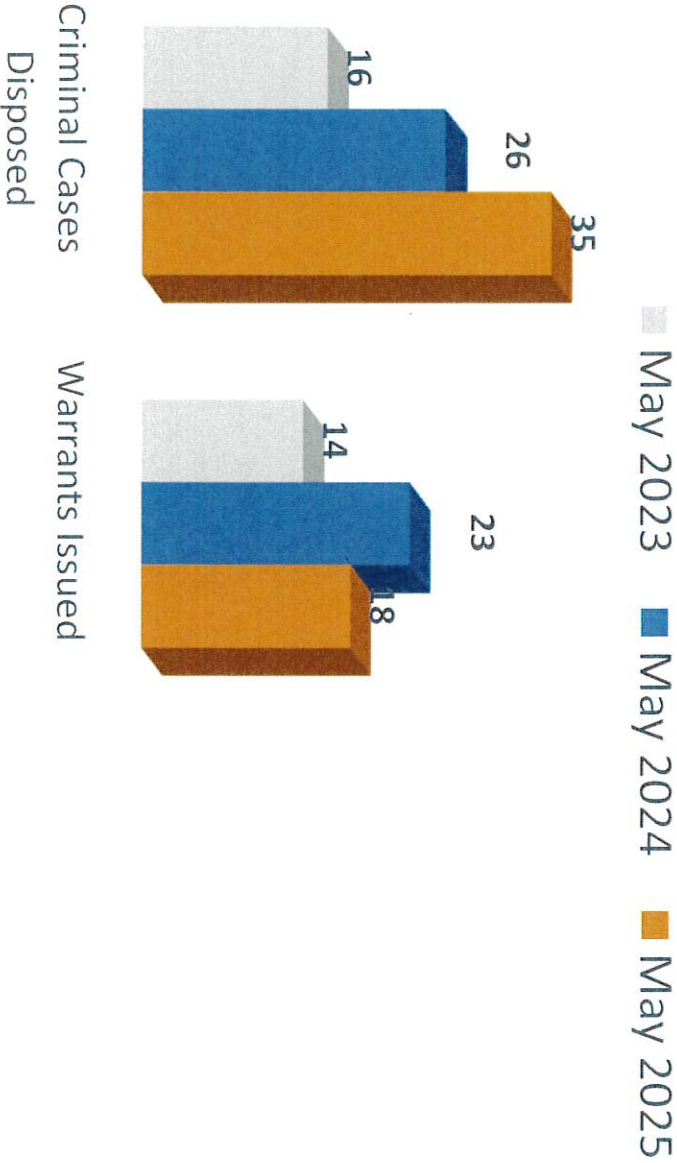


Town of Bluffton Municipal Court

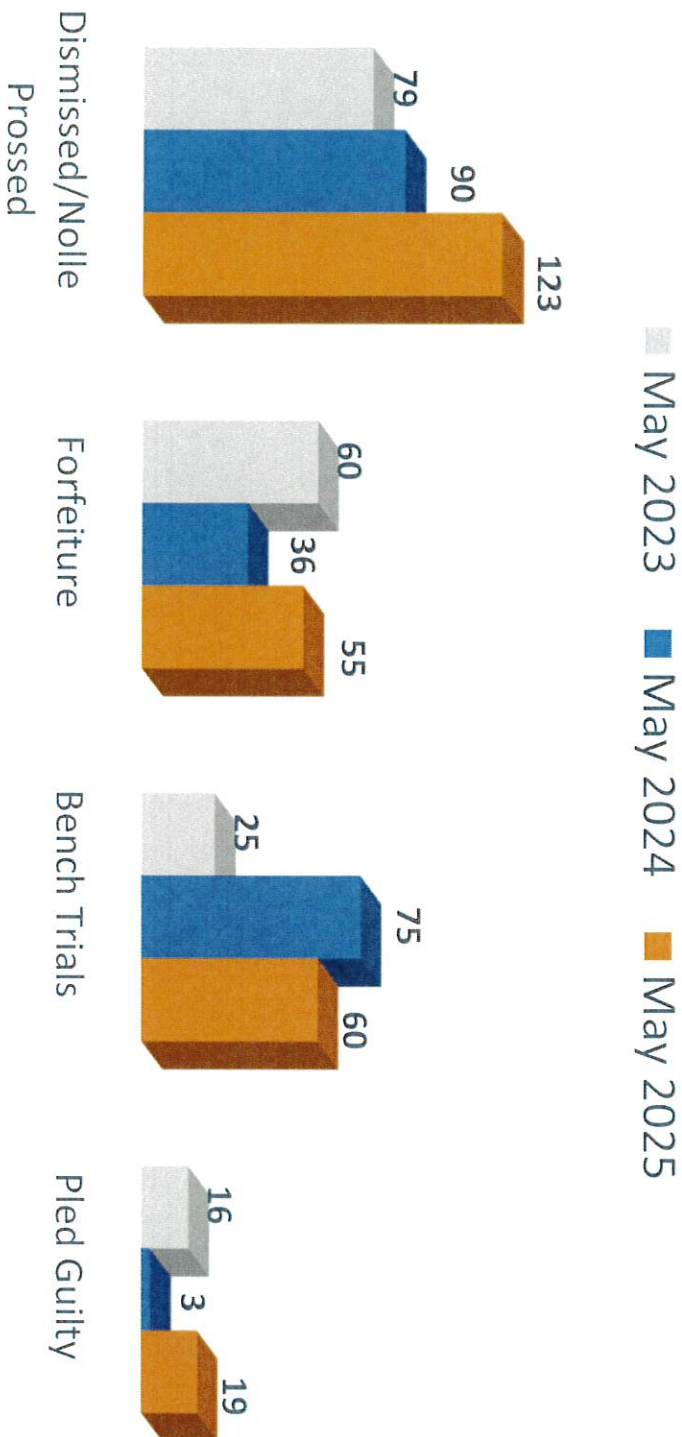




Town of Bluffton Municipal Court



Town of Bluffton Municipal Court



Town of Bluffton Municipal Court



Terminology

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

TOWN COUNCIL

STAFF REPORT

Projects and Watershed Resilience Department



MEETING DATE:	July 8, 2025
SUBJECT:	Projects and Watershed Resilience Department Monthly Report
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects and Watershed Resilience

CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

Administrative Update

- No activity to report.

FACILITIES

1. Law Enforcement Center Facility Improvements

- **Next Steps**
 - Further work pending direction from Council resulting from Creech and Associates' space needs assessment.

2. Sarah Riley Hooks Cottage

- **Completed** exempt plat and lighting plan.
- Construction Contract with Nix Construction approved and executed.
- **Next Steps**
 - Submit applications for demolition and building permits.
 - Site prep and selective demolition to start in July and construction starting in August.
 - Post a solicitation for site and landscape development construction in August and begin construction in FY26.

HOUSING

1. Town of Bluffton Affordable Housing Project – The May

- WorkForce State of Mind is constructing 12 Affordable/Workforce Housing units at 1095 May River Road.
- Horizontal site work is underway, with vertical construction scheduled to begin in October. Construction is anticipated to be complete in the 1st Quarter of 2026.
- **Next Steps**
 - Staff continues to review progress and applications for payment.
 - Coastal States Bank will start to accept mortgage applications near the end of this year; timing depends on construction progress.

PARKS

1. Park Improvements

- Shade sail and pavilion installation **completed** at Buckwalter Place Park playground.

- The construction of the DuBois shade sail began in June.
- Ordered new site furnishings for DuBois and Oscar Frazier Park.
- **Next Steps**
 - Complete construction of shade sail at DuBois Park by end of July.
 - Install site furnishings at DuBois and Oscar Frazier upon delivery of equipment.

2. **Oyster Factory Park**

- Invitation for Bid posted and closed on 6/10/25 for grading, drainage and paving of the food truck access drive.
- Structural engineer completed assessment of pavilion post replacement options.
- **Next Steps**
 - Execute contract for food truck drainage and paving.
 - Prepare bid package for pavilion post replacement.
 - Prepare plans and bid packages for the restroom expansion and other FY26 improvements.

3. **Oscar Frazier Park**

- Splash Pad opened in October 2024; additional FY25 improvements are **complete**.
- **Next Steps**
 - Continue splash pad maintenance with Year Round Pool.
 - Staff are studying the feasibility of additional shade structures or additional pavilion at Oscar Frazier.
 - Obtain quotes for splash pad deck coating.

4. **New Riverside Barn/Park**

- Restrooms, playground, large pavilion, small pavilion, trellis and misting station all received certification of occupancy in January of 2025. Ribbon cutting was in February.
- The interior and exterior of the event barn are in the finishing stages. Interior millwork is complete. Painting is complete. Restroom tile and partitions are installed. All plumbing, lighting and mechanical trim out has started. Audio video and IT trim out has started. Kitchen appliances are on-site with installation to follow. LVP flooring has started.
- Event barn landscaping is well underway. **Next Steps**
 - Nix Construction to continue all the above.
 - Continue planning and design of PS maintenance facility in 2026.
 - Complete design of Event Pavilion in FY 2025 and complete construction in FY26.

5. **New River Linear Trail**

- Bathroom, well, safety cameras, entry gate and permitting **completed**.
- Central Electric contributed \$412,700 toward cost sharing and maintenance of the bridges.
- Nix construction contract was approved at 6/10/25 Town Council meeting.
- **Next Steps**
 - Construction completion planned for summer 2026.

6. Buckwalter Place Park Improvements

- Town Council approved construction contract 3/11/25.
- Phase 1 **complete**.
- **Next Steps**
 - Public Art Committee considering sunken art room options.
 - Engaged Wood + Partners for CDs of Phases 3 and 4.
 - Phases 3 and 4 construction planned for December 2025.

INFORMATION TECHNOLOGY INFRASTRUCTURE**1. Document Management**

- Document Management System (DMS) is live.
- **Next Steps**:
 - Historical documents for the remaining departments will transition through FY26.

2. Network Infrastructure

- Migration of Munis and Energov systems to a hosted environment **completed**.
- **Next Steps**:
 - Replacing more VMWare hosts.

STORMWATER & SEWER**1. Buck Island-Simmons ville Sewer (Phases 5A-D)**

- Sewer mainlines and laterals **completed**.
- **Next Steps**
 - BJWSA awaiting Permit to Operate from SCDES.

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

- Contract with Jordan Construction approved at April Town Council.
- **Next Steps**
 - Pre-con meeting with BJWSA and TOB.
 - Public Meeting with residents for rights of entry and information on sewer connections and construction sequencing on-going.

3. Bridge Street Streetscape

- Stakeholder public meeting (3/6/25) and Montessori and Hargray meetings for Phase 2 **complete**.
- Lighting plan **complete**.
- Clarified SCDOT right of way conflict.
- **Next Steps**
 - Continue engineering design for SCDOT permitting.
 - Continue planning and design for underground power cost estimate.
 - Reply to DRC comments.
 - Streetscape easements for lighting and sidewalks out to property owners.
 - Finalize conceptual landscape plan in front of Bluffton Telephone building and May River Montessori.

4. Comprehensive Drainage Plan Improvements

- Crooked and Guerrard Coves' stormwater assets inventory, condition assessment, field data processing and 2D Hydrologic/Hydraulic Model **completed**.
- Draft Engineering Report for Crooked Cove received 6/9/25 and under Staff review.
- Finalization of Guerrard Cove 2D H/H Model and resulting scenario runs in process.
- Notified by SC EMD that the Town's \$278,550 BRIC grant application was rejected due to change in Federal funding directives. SC EMD HMGP pre-application for Huger and Verdier Cove work accepted and Full application due 8/29/25.
- **Next Steps**
 - Guerrard Cove Engineering Report submittal.
 - Develop scope for Rose Dhu Creek drainage area.
 - Prepare and submit Huger and Verdier work to SC EMD HMGP full application.

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

- Initial site investigations, geotechnical and reports are **complete** for 8 of the 11 participating sites.
- 15 additional sites concept plan development in process.
- Preliminary design for the 8 original sites **complete** for future CIP Projects.
- **Next Steps**
 - Impervious Restoration Program Policy Document Draft submitted and under review.
 - Collaborate with Director of Procurement for an agreement with BCSD to construct impervious restoration projects at school sites.

6. Stoney Creek/Palmetto Bluff Sewer Partnership

- BJWSA's 2022 updated cost-estimate for the project from BJWSA increased to \$7.2 million + contingencies.
- BJWSA is the Project Manager as the awardee of the RIA-SCIIP grant.
- **Next Steps**
 - BJWSA updates can be found [here](#).

ROADS**1. Pathway Pedestrian Safety Improvements**

- **Completed** Historic District crosswalk study for ADA compliance.
- Phase 1 ADA sidewalk improvements along Goethe Road **completed**.
- Phase 2 design and construction **completed** for the remainder of the Historic District.
- Phase 3 analysis of areas outside the Historic District to identify sites for design **complete**.
- **Next Steps**
 - Awaiting RRFB encroachment permit results from SCDOT for potential installation at May River Road and Calhoun, Wharf and Thomas Heyward intersections.
 - Generate RFQu for Phase 3 design and construction drawings.

2. Calhoun Street Streetscape

- **Completed** ROW surveys.

- Preliminary engineering design is 50% complete.
- Received conceptual 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.
 - Prepare easement acquisition plats for Phase 1 in FY26 and begin easement acquisition.
 - Phased construction is planned to begin in FY27 pending budget approval and acquisition of all required easements.

3. Boundary Street Lighting

- Dominion **completed** installing street lighting on the west side of Boundary Street.
- **Next Steps**
 - Receive final invoice from Dominion Energy.

4. Boundary Street Streetscape

- Engineering design is 80% complete and submitted to agencies for review. Original land disturbance permit approved by SCDES submitted amendment for Lawrence Street outfall.
- **Next Steps**
 - Continue coordinating with Dominion Energy to obtain underground power layout and facility locations.
 - Continue with engineering design and permitting for Lawrence St. outfall.
 - Prepare easement exhibits and begin appraisals in FY25.
 - Construction begins FY26, subject to acquisition of required easements and permitting.

5. Ghost Roads

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

6. Pritchard Street Drainage Improvements

- Project scope includes drainage, streetscape elements, pedestrian connectivity, street lighting and traffic calming evaluation.
- Coordinated approval for proposed improvements with Beaufort County School District and Beaufort County on pool operation impacts.
- Street lighting agreement with Dominion approved at 6/10/25 TC Meeting.
- **Next Steps**
 - Updated Bid Ready submittal from consultant 6/10/25 pending.
 - Easement acquisition documents have been finalized, and easement acquisitions have been initiated.
 - Follow-up/complete permitting submissions.
 - IFB anticipated it to be published early July 2025.

WATERSHED MANAGEMENT UPDATE

Administrative Update

- Staff attended the Beaufort County Stormwater Utility Board meeting on 6/18/25.
1. **SC Department of Environmental Services May River Shellfish Harvesting Monitoring Data Year-to-Date and May River Shellfish Harvesting Status Exhibit – *Attachments 1 and 1a***
 2. **May River Watershed Action Plan Implementation Summary – *Attachment 2***
 - Updating and calibrating the May River headwaters stormwater model to begin fall of 2025.
 3. **Resiliency**
 - College of Charleston and SC Sea Grant submitted the final Resiliency Analysis.
 - The Shi Institute selected another Fellow to perform free work for the Town in the summer of 2025. The Fellow will conduct community engagement to gauge the needs and interests of community members related to heat adaptation projects such as cooling centers, community solar projects, etc.
 - Staff is coordinating with SC Sea Grant to place a water level sensor on the May River. Due to federal funding uncertainty, the installation is postponed indefinitely.
 - Staff are coordinating with the GIS Manager to gather data for the Green Infrastructure Center (GIC) to provide technical assistance for tree canopy mapping within the Town's jurisdiction. This effort is possible due to a SC Forestry Grant award. Town staff met with GIC on 6/12/25.
 - Staff submitted a preproposal for the National Coastal Resilience Fund with assistance from Adelaide Bates and the Shi Institute in May. This preproposal outlines potential work for FY26 related to a wetland restoration program. Invitations for full proposals will be sent out in mid-June.
 - Wetlands and Resiliency Ordinances:
 - Intermediate ordinance **completed** 2nd and final reading 6/10/25.
 - Task 1: Review of Town policies is underway. An interim progress report has been received. Staff provided comments to the consultant team and the progress report was finalized.
 - Task 2: Staff met with the consultant team to discuss progress and findings on Task 2 on 6/17/25.
 - Standing meetings with the South Carolina Environmental Law Project (SCELP) and South Carolina Environmental Law Center (SELC).

Municipal Separate Storm Sewer System (MS4) Program Update

1. **MS4 Minimum Control Measure (MCM) - #1 Public Education and Outreach, and MS4 MCM – #2 Public Participation and Involvement**
 - Staff met with Beaufort County and Lowcountry Stormwater Partners to discuss a pet waste education campaign on 6/10/25.
 - WAPAC meeting scheduled 7/24/25. – ***Attachment 3***

2. MS4 MCM – #3 Illicit Discharge Detection and Elimination

- Four (4) Notice of Violations were issued to restaurants within the Promenade for improper disposal of fats, oils, and grease. One (1) citation was issued.
- Stormwater Infrastructure Inventory Map – **Attachment 4a**
- *E. coli* Concentrations Trend Map – **Attachment 4b**
- Monthly, Microbial Source Tracking (MST) Maps – **Attachments 4c and 4d**
- SC Department of Environmental Services (SCDES) 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. Pertinent results are provided to Council via email. – **Attachment 4e**

3. MS4 MCM – #4 Construction Site Stormwater Runoff Control – Attachment 5**4. MS4 MCM – #5 Stormwater Plan Review and Related Activity – Attachment 6****5. MS4 MCM – #6 Good Housekeeping (Staff Training/Education)**

- Lewis and Wright attended the quarterly South Carolina Association of Stormwater Managers meeting on 6/12/25.
- Baugher and Lewis completed their Certified Erosion Prevention and Sediment Control Inspector (CEPSCI) recertification training.

6. MS4 MCM – #6 Good Housekeeping (Ditch, Drainage and Roadside Maintenance)

- Public Services performed weekly street sweeping on Calhoun Street, Highway 46, Bruin Road, May River Road, Pin Oak Street, and curbs and medians on Simmonsville and Buck Island Roads.
- Performed ditch inspections.
 - Arrow ditch (2,569 LF)
 - Red Cedar ditch (966 LF)
 - Buck Island roadside ditch (15,926 LF)
 - Simmonsville roadside ditch (13,792 LF)
- Ongoing roadside mowing, litter clean-up and maintenance of Masters' Way, McCracken Circle, Hampton Parkway, Buck Island and Simmonsville Roads, Goethe Road, Shults Road, Jason and Able Streets, Whispering Pine Road, May River Road, and Eagles Field.

7. Citizen Drainage, Maintenance, and Inspections Concerns Map – Attachment 7**8. Citizen Request for Watershed Management Services & Activities – Attachment 8****Attachments**

1. SCDES Shellfish Harvesting Monitoring Data Year-to-Date
 - a. SCDES May River Shellfish Harvesting Status Exhibit
2. May River Watershed Action Plan Implementation Summary
3. MS4 Minimum Control Measures #1 and #2 – WAPAC
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 – All Sources

- d. Microbial Source Tracking Map – Human 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

	19-19				19-19A				19-19B				19-19C				19-24				19-16			
	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025
	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)
December	33.0	33.0	NS		49.0	33.0	NS		17.0	7.8	NS		49.0	13.0	NS		6.8	7.8	NS		13.0	17.0	NS	
November	33.0	13.0	170.0		13.0	2.0	130.0		7.8	4.5	170.0		4.5	4.5	49.0		6.1	2.0	79.0		13.0	4.5	33.0	
October	23.0	33.0	49.0		46.0	23.0	17.0		13.0	17.0	13.0		23.0	33.0	2.0		11.0	2.0	11.0		14.0	6.8	17.0	
September	540.0	23.0	33.0		350.0	13.0	240.0		350.0	13.0	13.0		170.0	7.8	7.8		79.0	17.0	22.0		33.0	13.0	130.0	
August	23.0	23.0	33.0		23.0	49.0	23.0		11.0	6.8	23.0		13.0	13.0	49.0		17.0	23.0	49.0		11.0	2.0	13.0	
July	920.0	350.0	31.0		49.0	920.0	31.0		95.0	70.0	32.0		130.0	49.0	32.0		23.0	33.0	33.0		46.0	17.0	32.0	
June	13.0	14.0	7.8		4.5	7.8	7.8		11.0	23.0	6.8		2.0	13.0	4.5		1.8	33.0	2.0		9.3	13.0	2.0	
May	4.5	23.0	27.0	33.0	4.5	33.0	22.0	170.0	4.0	17.0	23.0	79.0	1.8	13.0	17.0	21.0	1.8	33.0	7.8	49.0	2.0	21.0	4.0	4.5
April	4.5	170.0	49.0	NS	4.5	130.0	17.0	NS	1.8	110.0	17.0	NS	2.0	70.0	4.0	NS	1.8	NS	11.0	NS	1.8	7.8	23.0	NS
March	33.0	23.0	49.0	240.0	23.0	49.0	31.0	46.0	2.0	17.0	11.0	23.0	4.5	17.0	4.5	7.8	2.0	17.0	22.0	13.0	2.0	17.0	4.5	4.0
February	23.0	540.0	49.0	33.0	31.0	350.0	49.0	49.0	17.0	240.0	11.0	79.0	22.0	240.0	22.0	79.0	2.0	33.0	7.8	13.0	11.0	33.0	11.0	17.0
January	49.0	33.0	49.0	NS	22.0	33.0	23.0	NS	33.0	13.0	4.5	NS	7.8	33.0	4.5	NS	7.8	7.8	7.8	NS	7.8	4.5	2.0	NS
** Truncated GeoMetric Mean	40.0	38.0	39.0	43.0	28.0	30.0	30.0	39.0	18.0	17.0	16.0	19.0	14.0	16.0	14.0	15.0	9.0	9.0	10.0	14.0	9.0	8.0	10.0	10.0
** Truncated 90th Percentile	192.0	211.0	187.0	160.0	91.0	152.0	163.0	202.0	72.0	77.0	79.0	73.0	54.0	71.0	74.0	67.0	41.0	44.0	47.0	54.0	32.0	26.0	38.0	41.0

NS = No Sample

SCDES Regulatory Requirements:

Geometric Mean ≤ 14

90th Percentile ≤ 43

** Town staff calculations utilizing SCDES statistics

Note:

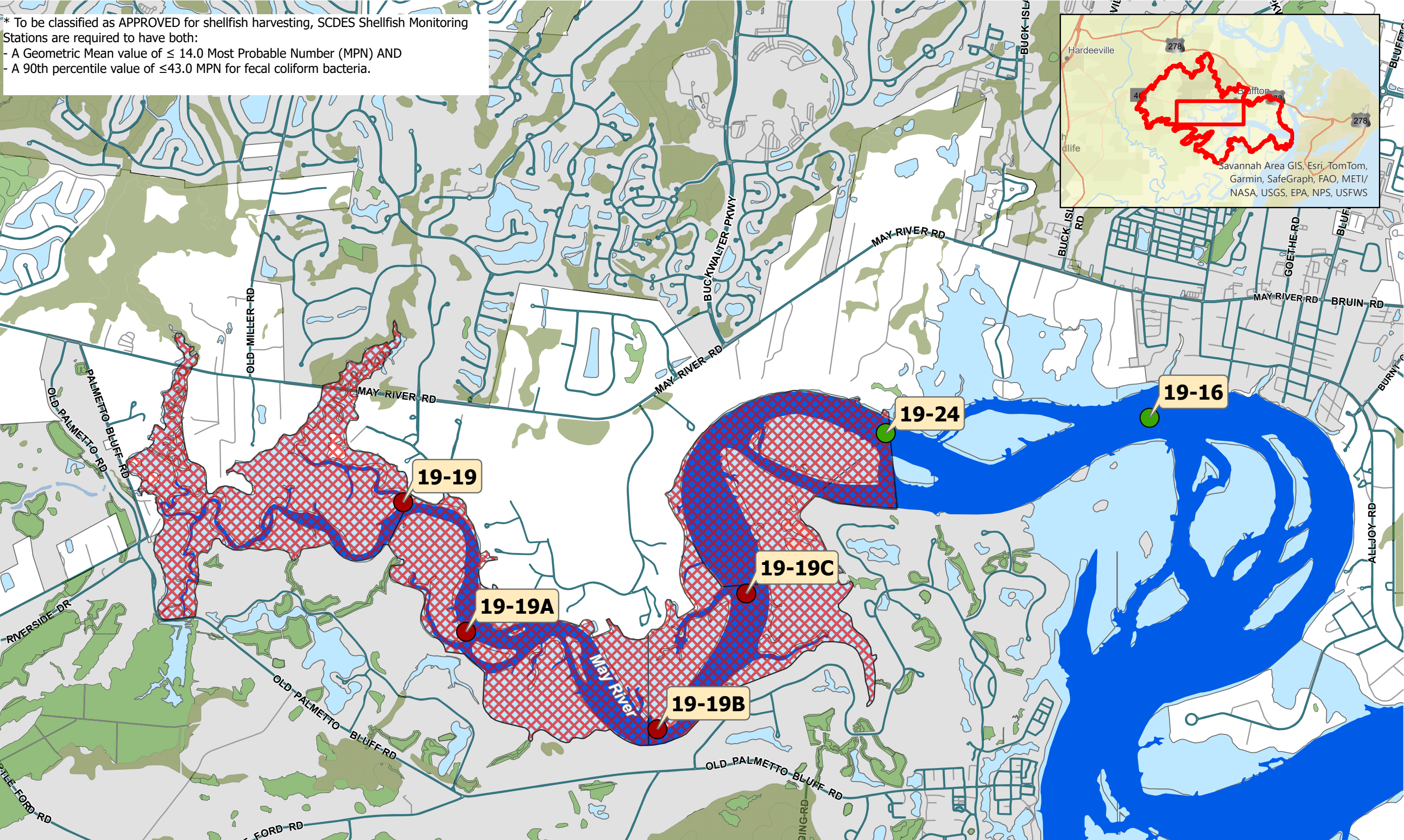
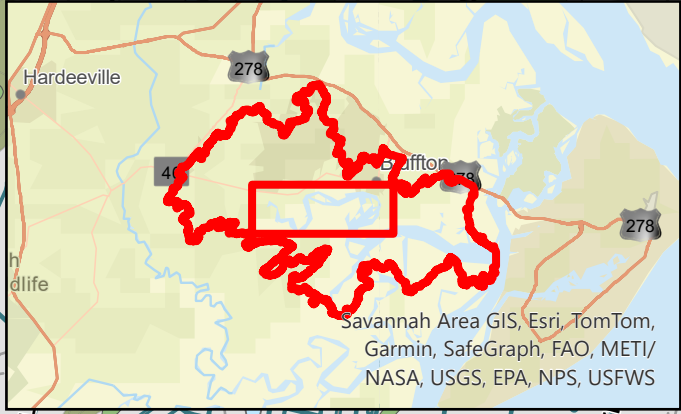
December 2024 ends the data collection period for 2025 shellfish harvesting season.

December 2025 ends the data collection period for 2026 shellfish harvesting season.

2024 fecal coliform data is part of the 2025 classification data collection period.

2025 fecal coliform data is part of the 2026 classification data collection period.

* To be classified as APPROVED for shellfish harvesting, SCDES Shellfish Monitoring Stations are required to have both:
- A Geometric Mean value of ≤ 14.0 Most Probable Number (MPN) AND
- A 90th percentile value of ≤ 43.0 MPN for fecal coliform bacteria.



- Town Bluffton Jurisdiction
- Beaufort County Jurisdiction
- Restricted 2024/2025 Shellfish Season
- Streets
- Water
- Wetlands
- Open Shellfish Monitoring Station
- Closed Shellfish Monitoring Station

Town of Bluffton
Beaufort County, SC
SCDES SHELLFISH
HARVESTING STATUS

0 0.17 0.35 0.7 Miles
Date: 7/22/2024 1:16 PM



May River Watershed Action Plan Update & Modeling Report Implementation Summary

1. MRWAP Background

- *May River Watershed Action Plan Update & Modeling Report* (MRWAP) was completed November 2020.
- Town Council adopted the MRWAP as a supporting document to the Comprehensive Plan in February 2021.
- The Action Plan Update & Modeling Report included the development of watershed-water quality models (WQ Model) for the four (4) May River Headwaters subwatersheds (Stoney Creek, Rose Dhu Creek, Duck Pond, and Palmetto Bluff) where the shellfish impairments are located.
- The purpose of the modeling effort was to better understand fecal coliform (FC) fate and transport in the Headwaters subwatersheds to develop strategies ultimately intended to open all shellfish stations to harvesting. To capture the variety of storm events and environmental conditions, the Project Team developed a continuous simulation of both water quantity and quality.
- The MRWAP included new water quality improvement projects resulting from the WQ Model. Additionally, the potential fecal bacteria reduction benefits of septic to sewer conversion in the four (4) Headwaters subwatersheds were modeled.

2. Septic to Sewer Project Recommendations/Evaluations

Background:

- The MRWAP evaluated four (4) septic to sewer conversion projects in the Rose Dhu Creek and Stoney Creek subwatersheds:
 - Cahill
 - Gascoigne
 - Stoney Creek
 - Pritchardville
- These projects overlap with 42 subcatchments in the Stoney Creek watershed and 11 in Rose Dhu Creek. Based on WQ Model outputs, these projects alone may potentially reduce FC loading by 3.46×10^{13} FC per year.
- The estimated septic to sewer conversion costs of these projects is \$5.5 million.

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Update: Stoney Creek/Palmetto Bluff Sewer Partnership

- BJWSA's 2022 updated cost-estimate for the project from BJWSA increased to \$7.2 million + contingencies.
- BJWSA is the Project Manager as the awardee of the RIA-SCIIP grant.
- Next Steps:
 - BJWSA updates can be found at: <https://bjwsa.org/251/Go2Sewer-for-a-Cleaner-Stoney-Creek>.

3. MRWAP Impervious Restoration Water Quality Projects

MRWAP Eleven (11) Proposed Projects Background

- Eleven (11) project sites (incorporating various individual BMPs) were selected in consultation with the Town (prioritizing subcatchments with FC bacteria hotspot and/or large impervious areas). These sites were evaluated in terms of the potential benefits gained by retrofitting to meet the 95th percentile storm retention, to the maximum extent possible, under the proposed Impervious Area Restoration/Stormwater Retrofit Program.
- Based on WQ Model outputs, these projects alone may potentially reduce FC loading by
 - 2.99×10^{14} FC reduction for the Full SWRV (entire sub-basin drainage area catchment).
 - 2.53×10^{14} FC reduction for the Reduced SWRV projects (impervious area drainage area of sub-basin catchment).
- The estimated Full SWRV projects costs is \$32.7 million and the estimated cost of Reduced SWRV projects is \$22.6 million.
- Currently the Towns' Impervious Restoration Program is targeting Reduced SWRV for future projects.

MRWAP Eleven (11) Proposed Projects Update

- Initial site investigations including geotechnical investigations and reports are complete for 8 of the 11 participating sites.
- 15 additional sites concept plan development is in process.
- Preliminary design of each of the 8 original sites complete and to be utilized for future CIP Projects
- Next Steps
 - Adoption of Fee-in-Lieu as part of FY26 Master Fee Schedule.
 - Impervious Restoration Program Policy Document Draft submitted and under review.
 - Collaborate with Director of Procurement for an agreement with BCSD to construct impervious restoration projects at school sites.

MRWAP Impervious Restoration Policy Documents Update

- Policy Document Formulation has been initiated and includes research of similar Programs Nationwide.
- Fee-in-Lieu Program Policy Document Fee-in-Lieu inclusion in the FY26 Master Fee Schedule in process.
- ToB CIP Project Impervious Restoration Program & incentives – Draft document in process.
- ToB SWrv Credit Trading Program - (under evaluation)

4. Other, Related MRWAP Recommendations

Background:

- The Town should incorporate volume reduction BMPs (those that encourage infiltration) within existing and future CIP projects to the maximum extent practical (MEP), especially for project locations with well-drained soils (HSG A or B).

Other, Related MRWAP Recommendations Update:

- Town is in progress of incorporating volume reduction BMPs within existing and future CIP projects to the MEP. Specific projects currently in progress include:
 - Bridge Street Streetscape Project
 - Water quality monitoring has been completed
 - Pritchard Street Streetscape Project
 - Project scope includes drainage, streetscape elements, pedestrian connectivity, street lighting and traffic calming evaluation.
 - Coordinated approval for proposed improvements with Beaufort County School District and Beaufort County on pool operation impacts.
 - Street lighting agreement with Dominion approved at June 10, 2025 TC Meeting.
 - Next Steps
 - Updated Bid Ready submittal from Consultant 6/10/25 pending.
 - Easement acquisition documents have been finalized, and easement acquisitions have been initiated.
 - Follow-up/complete permitting submissions.
 - IFB anticipated to published early July 2025.

5. MRWAP Water Quality Program Recommendations Update

Background:

- Section 5.0 of the MRWAP included recommendations for the Town of Bluffton to improve upon their existing monitoring program (concentration and source typing) and flow.

MRWAP Water Quality Program Recommendations Update:

- 5.1.1 In-House Microbial Source Tracking:
 - Staff have reviewed the Town's MST Monitoring Program and developed a program to target areas of the May River Watershed in phases, beginning with the Crooked Cove subwatershed. Samples include all available MST markers, fecal indicator bacteria, and nutrients.
 - Staff are working to implement education and outreach programs to address continued detections of the dog genetic marker. Staff have shared pertinent results with Beaufort County Government. Staff met with Beaufort County personnel and Lowcountry Stormwater Partners to determine next steps associated with targeted education and outreach efforts.
- 5.1.2 Future (New) Bacteria Monitoring Locations & 5.1.3 Future (New) Water Flow Monitoring Locations
 - Town staff have finalized all bacteria and flow monitoring data collection efforts recommended in sections 5.1.2 and 5.1.3 of the May River Watershed Action Plan Model Report. These efforts aim to improve/calibrate the Town's stormwater model with a comprehensive dataset.
 - The scope to update/calibrate the Town's May River headwaters stormwater model has been completed. The Town posted an RFQu for services related to the Town's stormwater model and a firm has been selected.
 - The Town will roll Fiscal Year 2025 (FY25) funds for this work to FY26 through the fall budget amendment process.



TOWN OF BLUFFTON MAY RIVER WATERSHED ACTION PLAN ADVISORY COMMITTEE 2025 Meeting Schedule

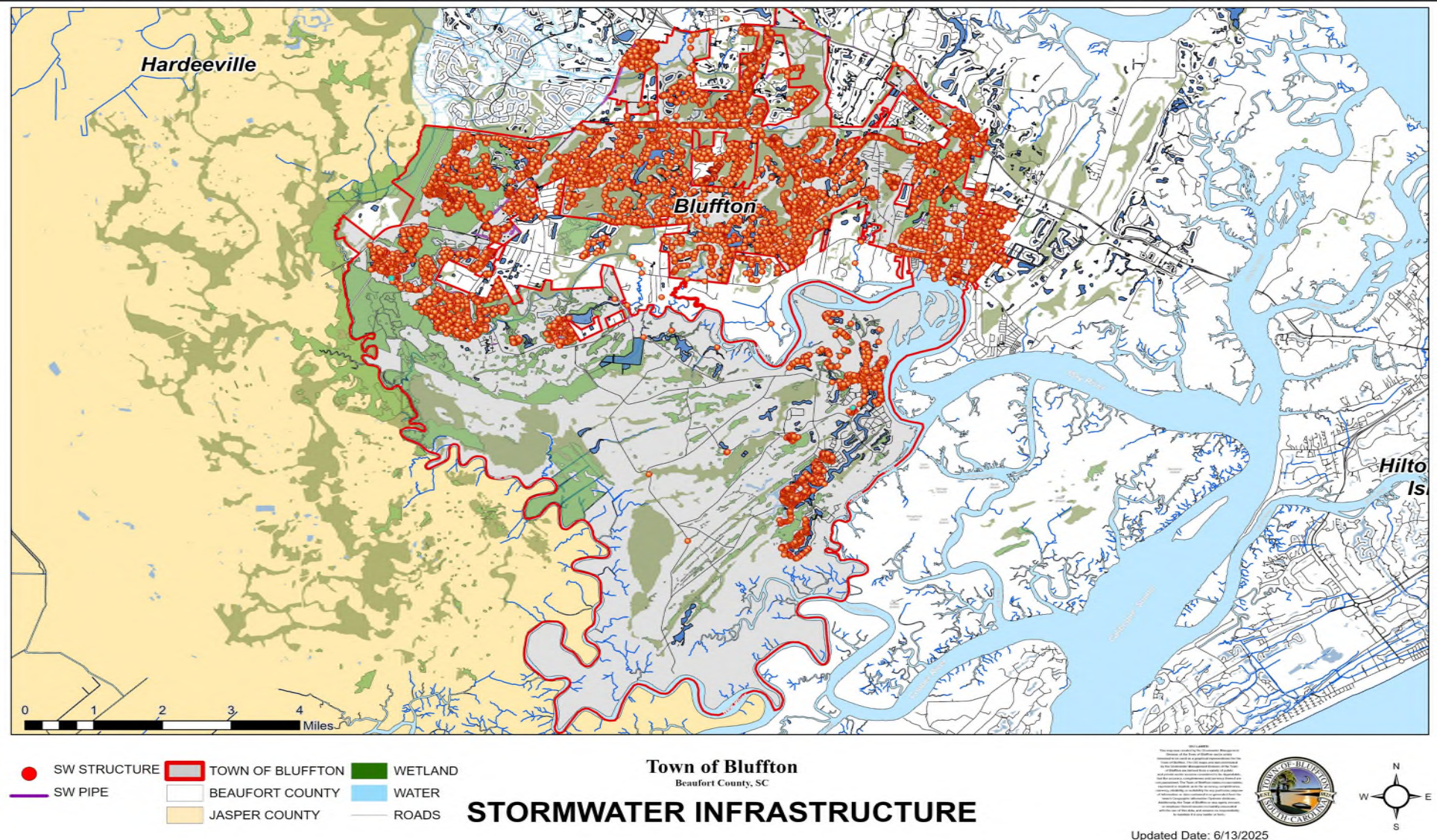
QUARTERLY MEETING DATES
January 23, 2025
April 24, 2025
July 24, 2025
October 23, 2025

REGULAR MEETINGS ARE HELD THE 4th THURSDAY OF THE MONTH AT 3:00 P.M.

Please Note:

Meetings will be held on scheduled meeting dates unless otherwise advertised with FOIA compliance.

MS4 Minimum Control Measure #3 – IDDE (Illicit Discharge Detection & Elimination): Stormwater Infrastructure Inventory



Stormwater Infrastructure Inventory Collection Status

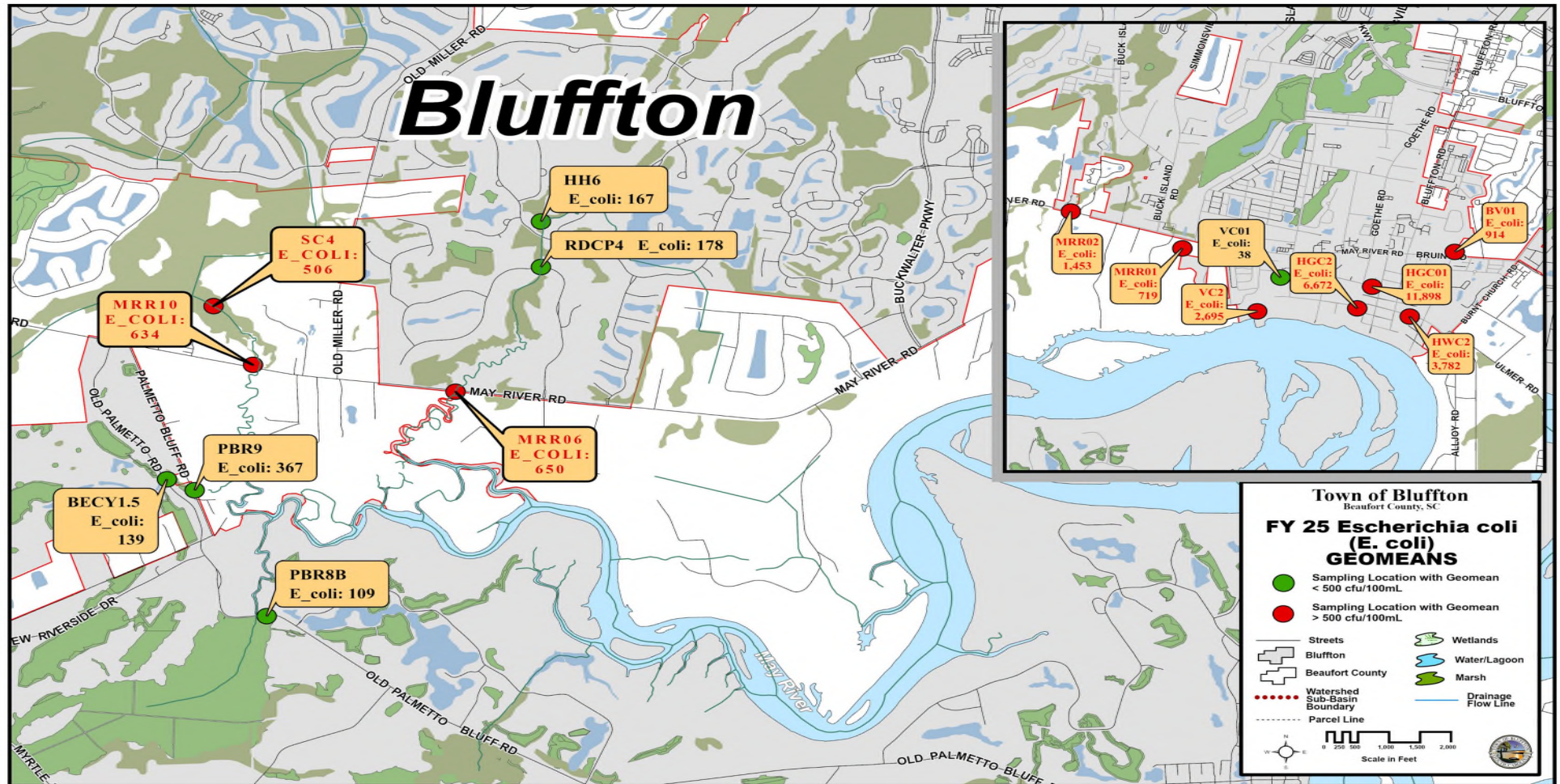
Collection Totals

18,085

FY 2025 YTD

851

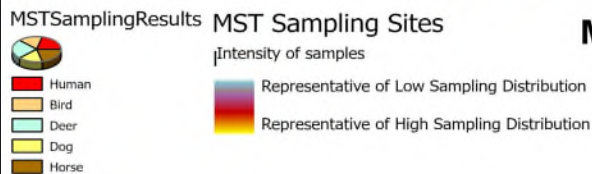
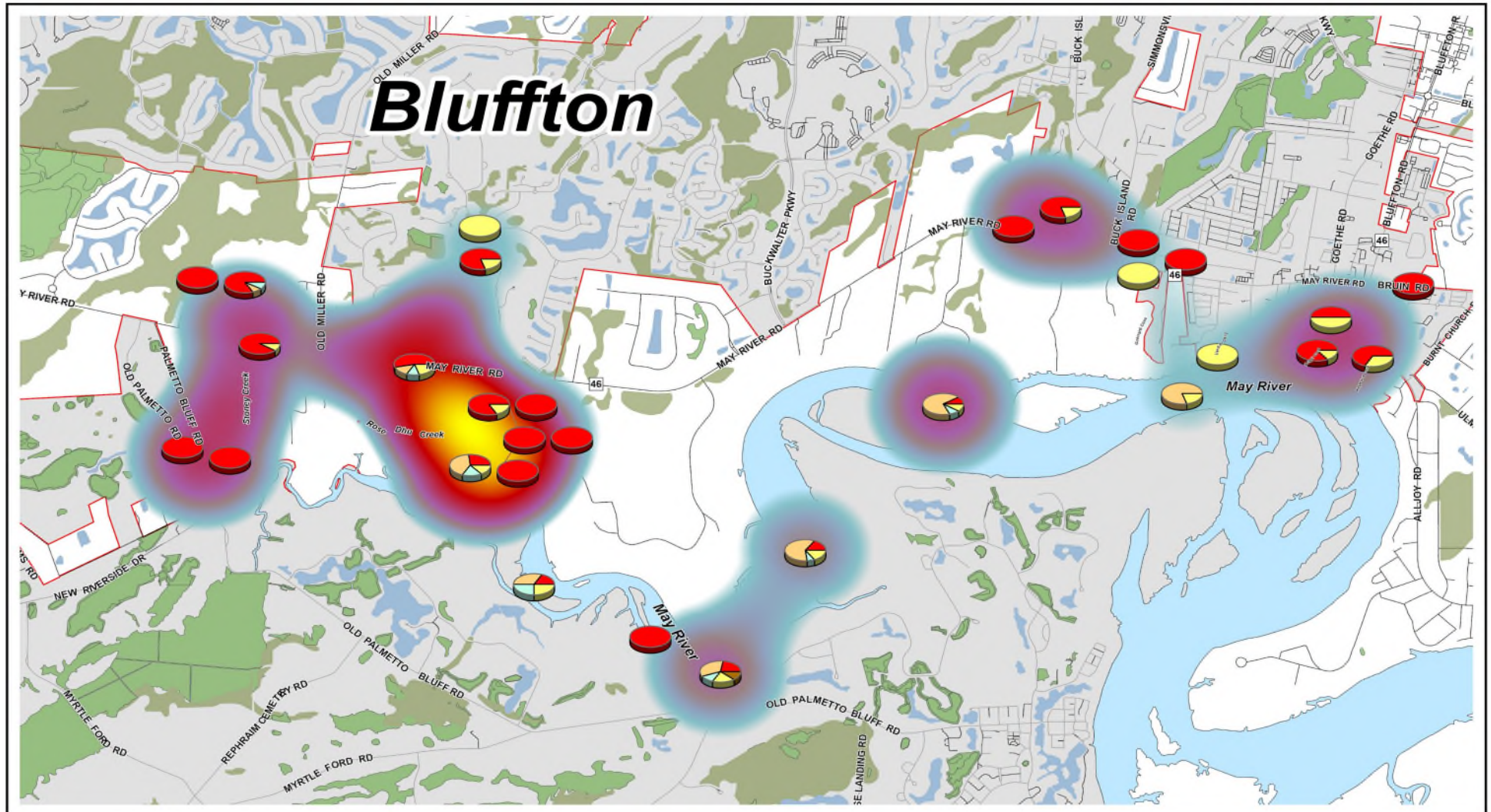
MS4 Minimum Control Measure #3 – IDDE: *E. coli* Concentrations Trend Map



E coliform geomeans updated as of: 6/13/2025

	USCB Water Quality Samples	Microbial Source Tracking Samples	MS4 Quarterly Samples Collected
FY 2025 YTD Totals	738	263	206
FY 2024 Totals	620	62	209
FY 2023 Totals	584	108	108

MS4 Minimum Control Measure #3 – IDDE: Microbial Source Tracking (MST) Trend Map



MICROBIAL SOURCE TRACKING (MST) LOCATIONS

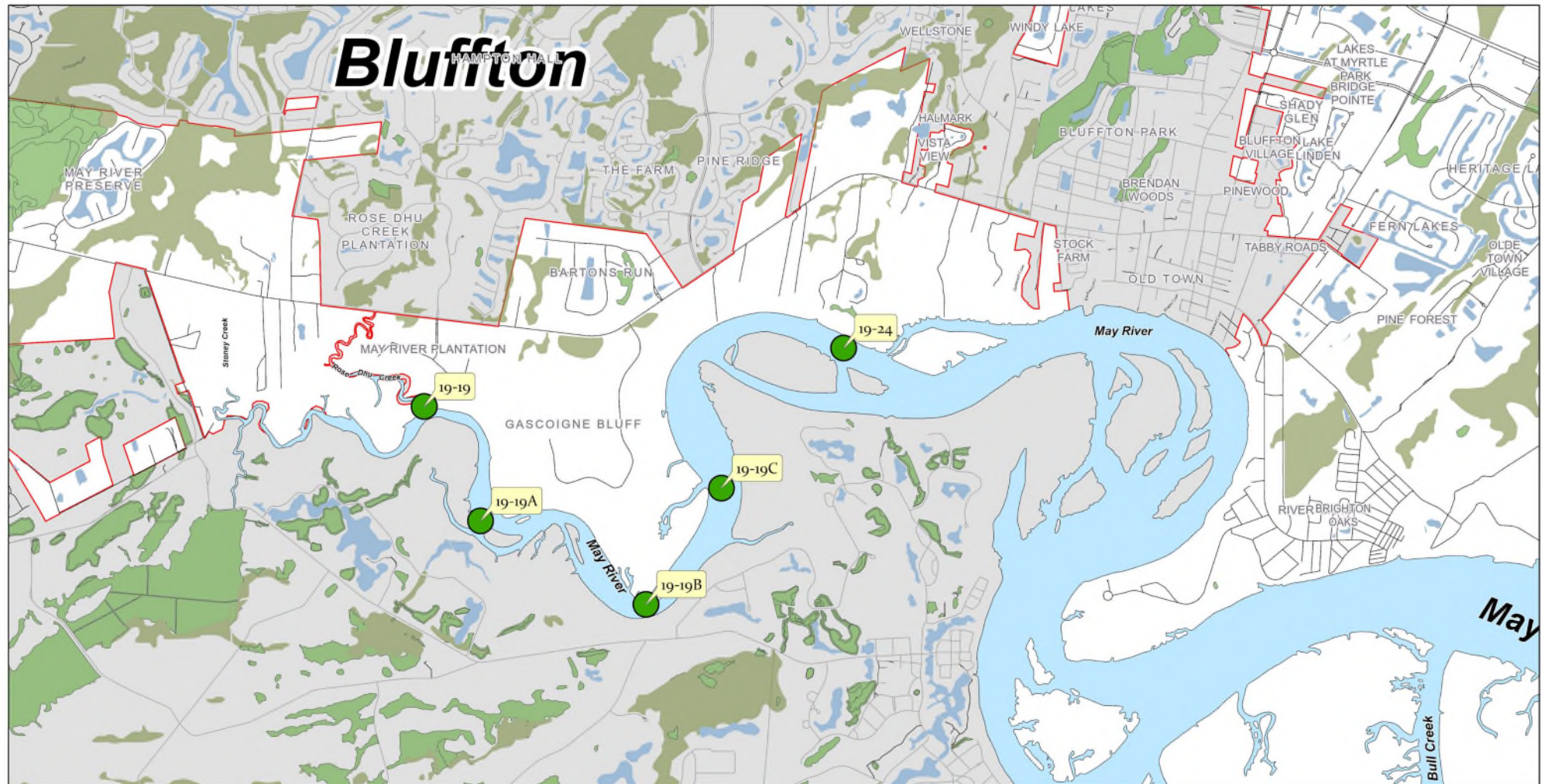
Samples at Sites With Positive Detection and the Intensity of Positive Hits

Town of Bluffton
Beaufort County, SC



Updated Date: 6/16

MS4 Minimum Control Measure #3 – IDDE: Microbial Source Tracking (MST) Map – Human Sources

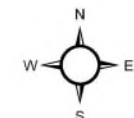


- MST Sampling Location Without Human Genetic Marker Detection
- MST Sampling Location With Human Genetic Marker Detection
- Flowline
- Street
- Town Jurisdiction
- County Jurisdiction

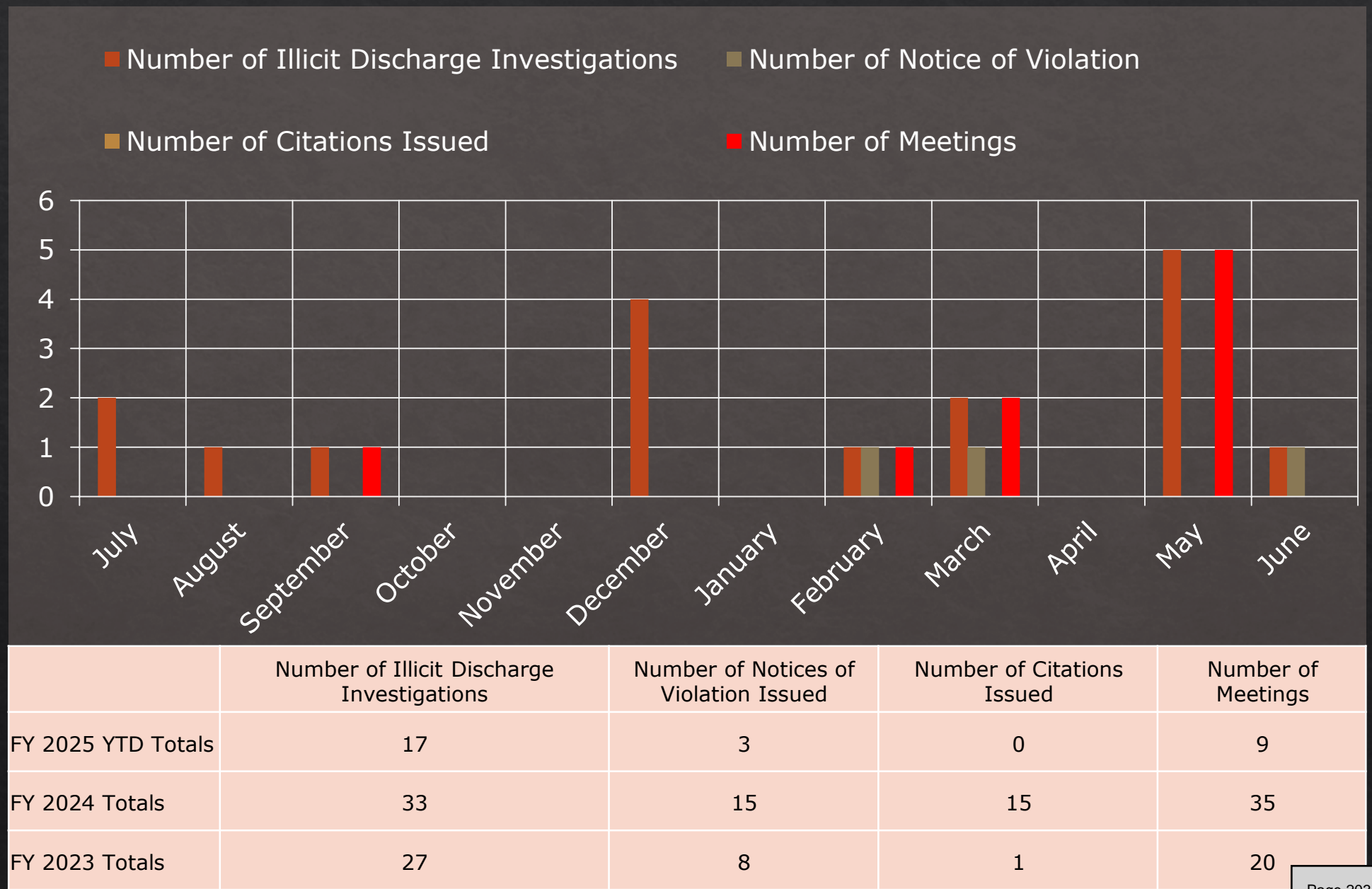
MICROBIAL SOURCE TRACKING LOCATIONS

SCDES Sampling from May 14th, 2025

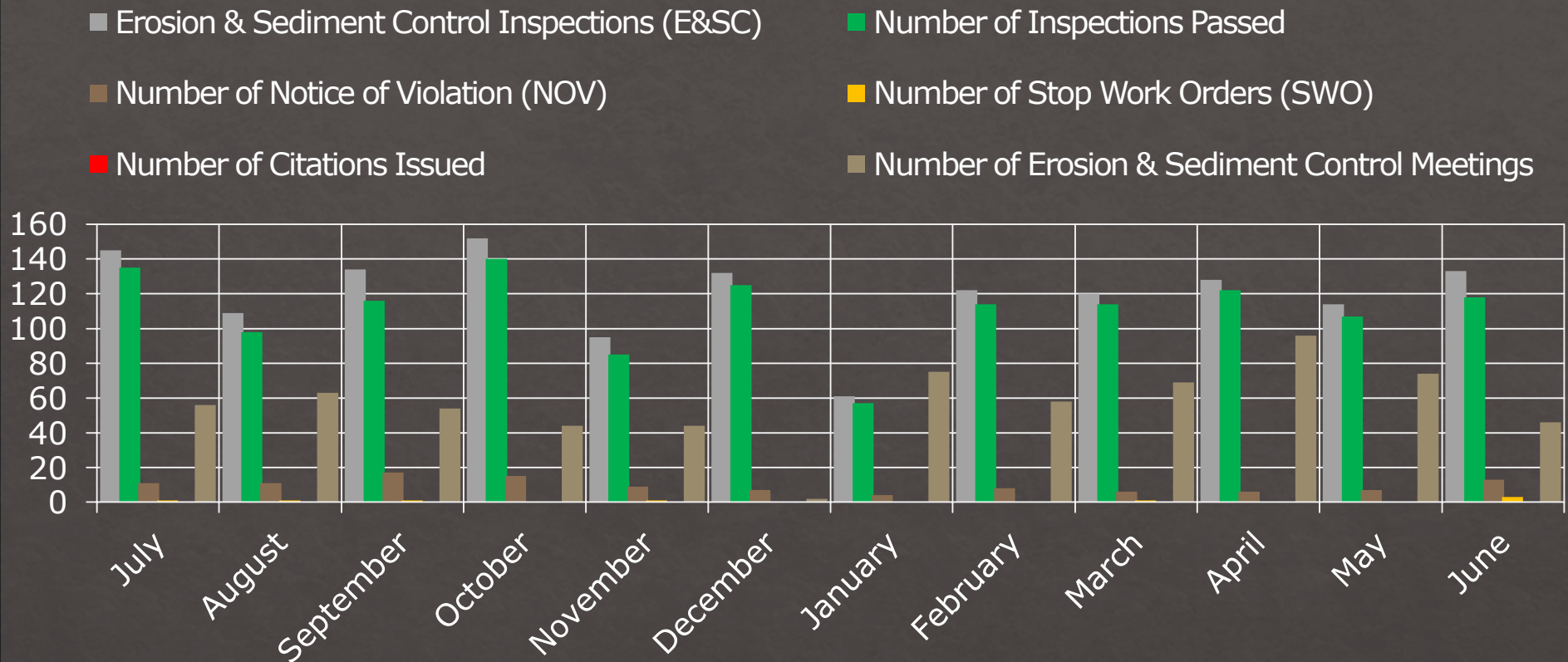
Town of Bluffton
Beaufort County, SC



MS4 Minimum Control Measure #3 – IDDE: Illicit Discharge Investigations

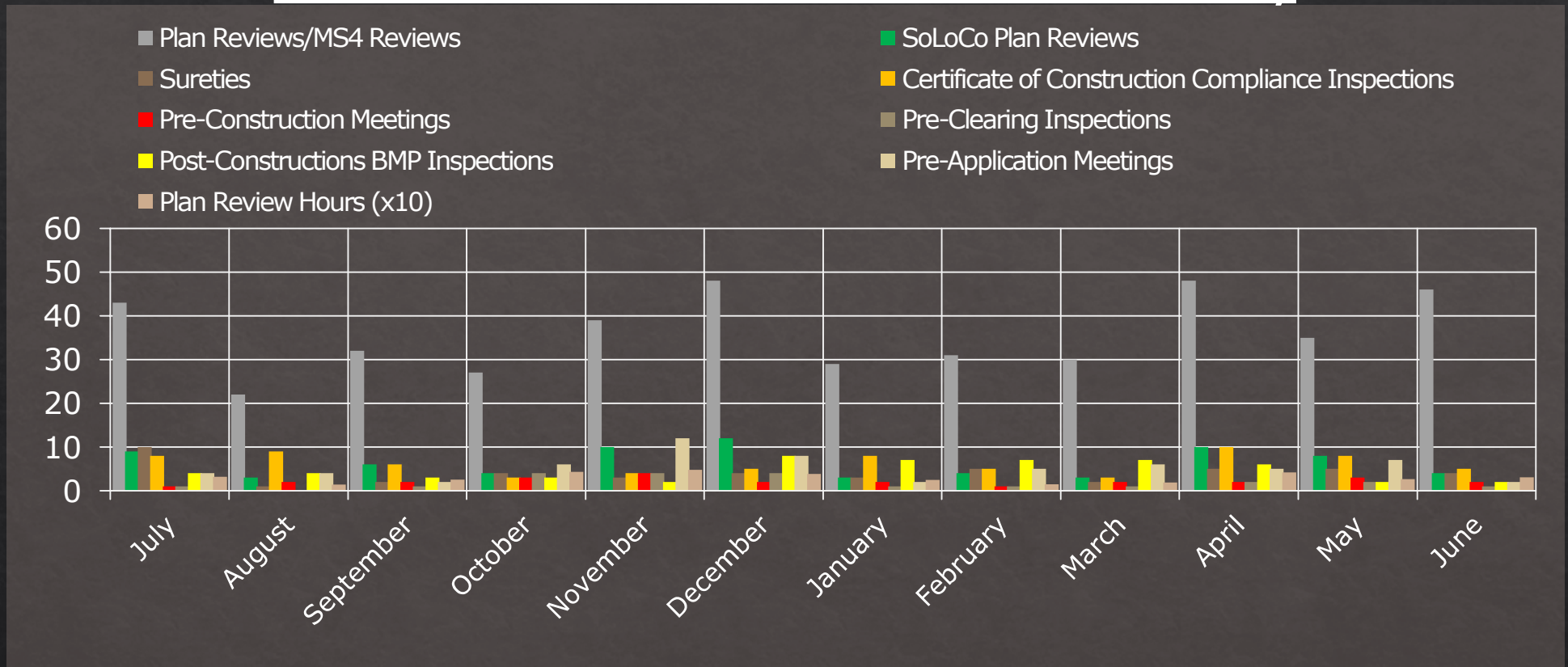


MS4 Minimum Control Measure #4 - Construction Site Stormwater Runoff Control



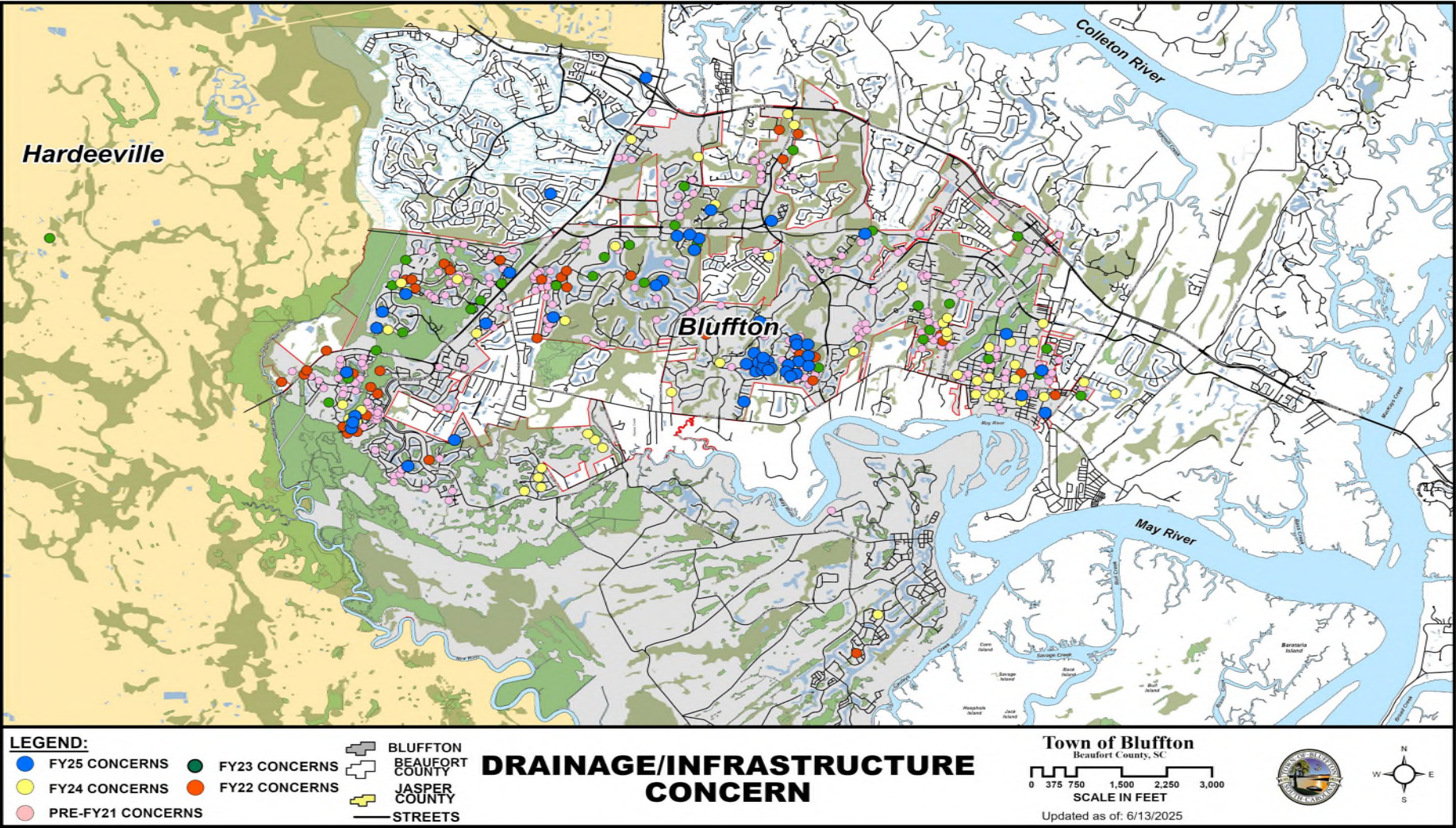
	Number of Sediment & Erosion Control Inspections	Number of Inspections Passed	Number of NOV's Issued	Number of SWO Issued	Number of Citations Issued	Number of E&SC Meetings
FY 2025 YTD Totals	1,445	1,331	114	8	0	681
FY 2024 Totals	1,875	1,767	103	10	0	526
FY 2023 Totals	2,321	2,030	266	26	0	51

MS4 Minimum Control Measure #5 Stormwater Plan Review & Related Activity



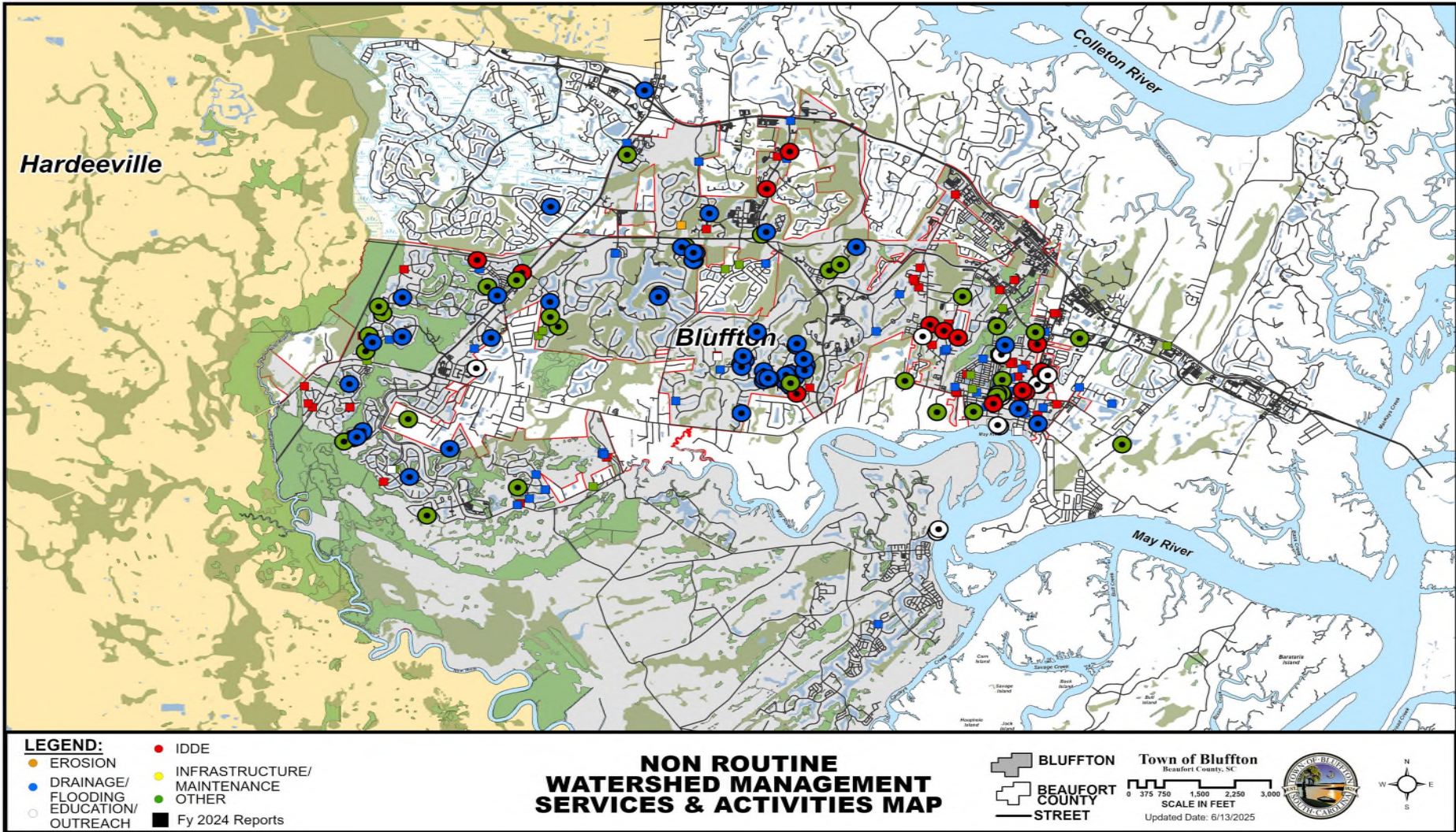
	Plan Reviews MS4 Reviews	SoLoCo Plan Reviews	Sureties	CCC Inspections	Pre-Construction Meetings	Pre-Clearing Inspections	Post Construction BMP Inspections	Pre-Application Meetings	Total Plan Review Hours
FY 2025 YTD	430	76	48	74	26	22	55	63	356
FY 2024 Totals	330	63	27	69	37	28	48	47	283 Hrs.
FY 2023 Totals	297	67	42	40	15	13	45	50	386 Hrs.

Citizen Drainage, Maintenance and Inspections Concerns Map



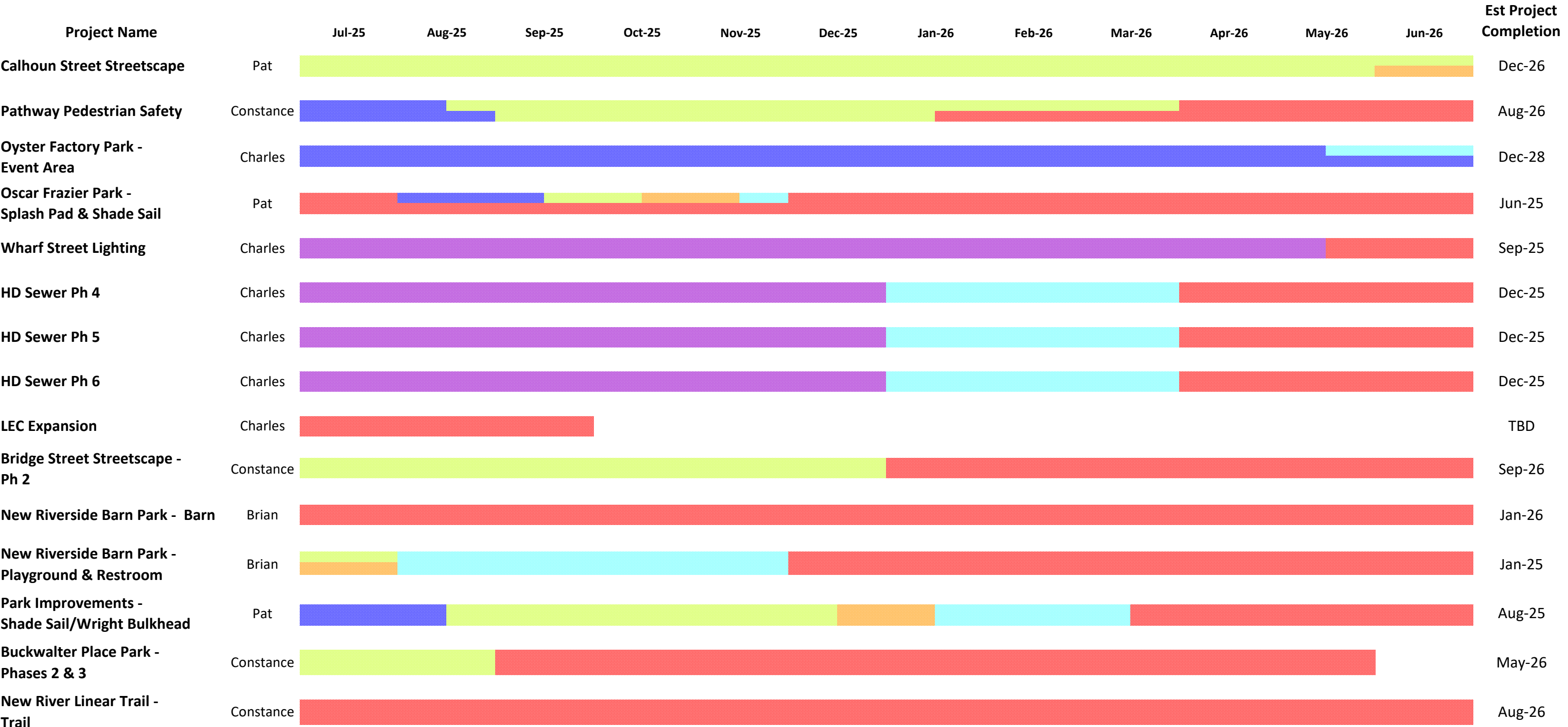
	Number of Drainage Concerns Investigated	Number of Meetings
FY 2025 YTD Totals	25	2
FY 2024 Totals	47	13
FY 2023 Totals	61	52

Citizen Request for Watershed Mngt. Services & Activities Map

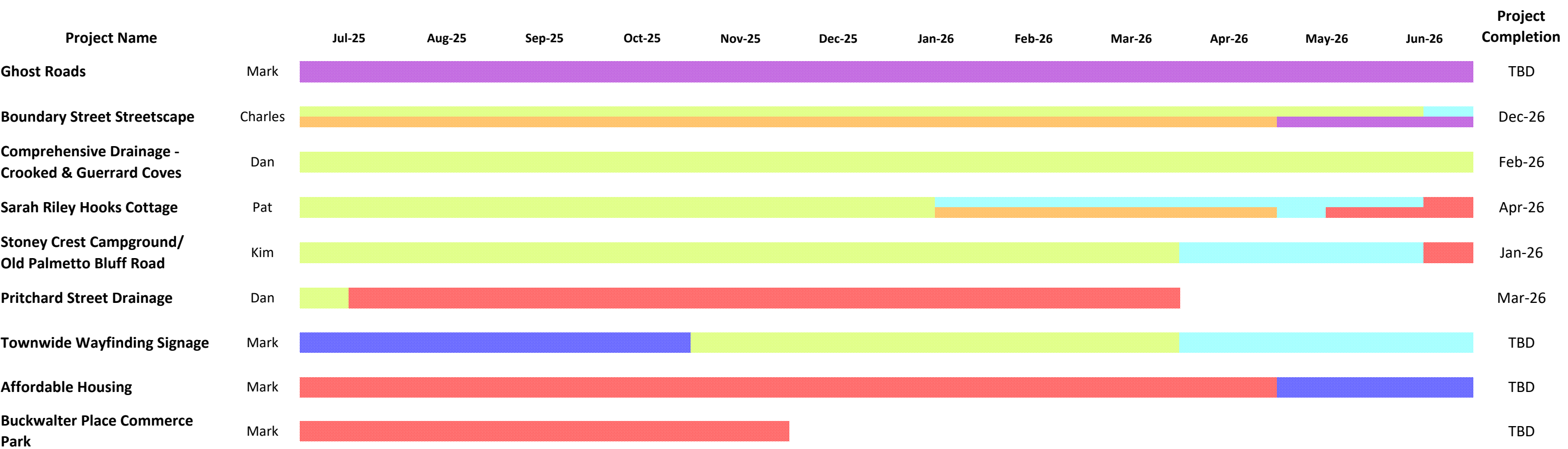


	Number of Citizen Requests Investigated	Number of Meetings
FY 2025 YTD Totals	95	21
FY 2024 Totals	137	40
FY 2023 Totals	46	23

FY26
CIP Master Project Schedule



FY26
CIP Master Project Schedule



TOWN COUNCIL

STAFF REPORT

Public Services Department



MEETING DATE:	July 8, 2025
SUBJECT:	Public Services Department Monthly Report
DIRECTOR:	Larry Beckler, Director of Public Services

PUBLIC SERVICES UPDATE

1. **MS4 MCM – #6 Good Housekeeping (Ditch, Drainage and Roadside Maintenance)**
 - **Street Sweeping** - Performed weekly street sweeping on Calhoun Street, Highway 46, Bruin Road, May River Road, Pin Oak Street, Bridge Street, Church Street, Lawton Street, Lawrence Street, Allen Street, Water Street, Boundary Street, and curbs and medians on Simmonsville and Buck Island Roads.
 - **Ditch Inspections** - Performed ditch inspections
 - Arrow ditch (2,569 LF)
 - Red Cedar ditch (966 LF)
 - Buck Island roadside ditch (15,926 LF)
 - Simmonsville roadside ditch (13,792 LF)
 - **Ongoing Roadside Mowing, Litter Clean-up and Maintenance** of Hampton Parkway, Buck Island and Simmonsville Roads, Goethe Road, Shults Road, Jason and Able Streets, Whispering Pine Road, May River Road, Bluffton Road, Boundary, Calhoun, Bridge Street, Pritchard Street, Buckwalter Boulevard, Bruin Road, Green Street, James Gadson Drive, Thomas Heyward, Church St, Water St, Lawton St. and Colcock St.
2. **FACILITIES**
 - **Ongoing Maintenance** of Town Hall, Law Enforcement Center, Public Services, Rotary Community Center, Watershed Management, Police Sub-station, Don Ryan Center, and general repairs of the Garvin House and Sarah Riley.
3. **PARKS**
 - **Ongoing Park Facilities and Landscape Maintenance** of Dubois Park, Martin Family Park, Oscar Frasier, Field of Dreams, Buckwalter Place Park, Oyster Factory Park, Pritchard Pocket Park, May River Pocket Park, Wright Family Park, Eagles Fields, New Riverside Barn, New River Trail, Evercore Park.

4. ADDITIONAL ACTIVITIES

- Buckwalter Place amphitheater replaced broken in-use electrical receptacle covers
- Received and trained staff on new Light Tower Generator
- Received and trained staff on new Avant Articulating loader
- Received and stored new Panel Christmas Tree for New Riverside Barn Park
- Installed white board at Finance dept.
- Fueled up Diesel Generators at Town Hall, Public Services and Police Department
- New filters install on water fountain at DRC
- Installed new flagpole line and flag @ LEC
- Installed fence around lift station at Rotary Community Center
- Move furniture at Squire Pope\Installed white board at Squire Pope
- Executed the Buck Island & Simmonsville Rd Large Appliance Cleanup arrange by Victoria Smalls, Workforce & Affordable Housing Manager
- Old Town Bluffton Install new Juneteenth Banner (May River Road & Boundary Street)
- Received 3 new storage containers: 2 @ New Riverside, 1@ LEC
- Installed new Fire Alarm control panel at the LEC
- Power washed brick pavers and pavilion at New Riverside Barn Park
- HVAC quarterly service at LEC, Town Hall, Substation, Stormwater & RCC
- Generator quarterly service at Public Services, Town Hall & LEC
- Replaced light bulbs @ LEC
- Installed new flagpole lanyard and clips at LEC
- Trouble shoot HVAC unit at Town Hall. Up and running- Cause lightning strike
- Cleaned up after traffic accident on May River Rd. Damaged two light poles and tabby pot
- Repairs to artificial turf at Buckwalter Place Park playground
- Received new Christmas Decorations
- Removed Juneteenth banners and added Patriotic Banners
- Installed new automatic Soap dispensers at all properties
- Installed new mini-split HVAC unit at Evidence Rm at LEC
- Low voltage wire repairs & irrigation repairs at DuBois Park due to Shade Sail construction
- Re-arranged furniture layout in Watershed Building
- Installed New Ice Machine at Watershed
- Emergency removal of dead Hackberry tree on Calhoun Street (RW038)
- Removed dead Red Oak tree in front of Town Hall (TH009)

5. PREPPING FOR SPECIAL AND CIVIC EVENTS

- Set-up & support for following events:
 - Farmers Market- Martin Family Park
 - Prepped & Supported Black Food Truck Festival at BPP
 - Prepped for May River Road closure for Juneteenth Festival
 - Prepped for Jump into Summer event -Field of Dreams
 - Prepped for Juneteenth events at Oyster Factory Park
 - Supported The Garfield Park Movie, Buckwalter Place Park
 - Prepped & Supported Juneteenth Luncheon at RCC
 - Prepped for SOLOCO Meeting at RCC
 - Supported Splash into Summer event @ Field of Dreams
 - Assisted with May River Road closure for Juneteenth Festival

6. Equipment Maintenance & Repair

- Set up new Tower light/generator
- New muffler bracket on Kubota
- Installed new roller on New Holland Tractor
- Installed new clutch on Kubota
- Prepped for Juneteenth events at Oyster Factory Park
- Repaired small electric power washer
- Installed new battery on Kubota Mower
- Installed new blower fan in F250 pick up
- Added secondary wand for power washer trailer
- Added structural bracing to new warehouse pallet shelving

7. Training

- Staff completed weekly training topics
- Abdiel Maldonado is the first Public Services employee to pass both the SC Turf and Ornamental Pest Control Exam & Certified Pesticide Applicator Core Exam

8. BEAUTIFICATION COMMITTEE

- **No meeting this month**

9. ATTACHMENTS

- **Public Services Monthly Cost Report – (Below)**

Public Services Monthly Cost Reports - November 2024*(Cost Includes Labor and Equipment)*

ASSETS AND EVENTS	COST
FACILITIES	\$12,349.35
PARKS	\$19,622.65
ROADS AND TRAILS	\$11,162.98
SPECIAL EVENTS	\$3,710



Director's Report – Don Ryan Center for Innovation (DRCI)

June 2025

Overview:

June was a dynamic month of planning, progress, and partnership-building at the DRCI. From board development and CEO transition planning to AI innovation and ongoing STARTUP engagement, DRCI continued to move forward strategically. The team also advanced key initiatives around workforce development, entrepreneurship education, and digital innovation—all while enhancing relationships with local and regional partners to better support our entrepreneurial community.

Entrepreneur Program Update

STARTUP Companies Our STARTUP pipeline continues to grow, with new diligence meetings and program milestones achieved.

- **OPFOB**
 - **Part of the Family**
 - **AMA Private Dining**
 - **Lisa Sulka Consulting**
 - **Vital Bridge Wellness**
 - **Bright Beginnings Academy**
-
- Signed up Diversity Nursing Academy for the Hardeeville STARTUP programming beginning mid-July.
 - Met with Maggie Harrington – Diligence meeting set – Startup Candidate
 - Met with Teras Hagans – diligence scheduled, site tour conducted – Startup Candidate
 - Follow up Diligence meeting with Your Sound Stage – Startup Candidate
 - Conducted COVE tour with Aqeela Aiken (Bright Beginnings)

TRADEUP Companies:

The TRADEUP program, designed to help tradespeople transition into business ownership.

- **Revival Renovations - Graduated**

GROWTH Companies:

Supporting established businesses in their expansion efforts remains a priority for DRCl.

- **Bluffton Electric**
- **Delta Roofing**
- **Nexus Business Technology**
- **Launch Consulting - Graduated**

THRIVE Companies

- **Universal Bookkeeper**
- **Beachside Tire**
- **Noble Hearts Human Resources**
- **HardeeGreens**

Mentor Program

Mentorship Network:

- Met with several potential mentors including Adam Weiss (referred by Mayor Williams)
- Continued tracking mentor engagement and matching with program needs

Economic Development Update

- Continued planning of exploratory questionnaires to guide development of digital AI agents for future business needs
- Conducted COVE tour with BCEDC for strategic planning and placement
- The Goddard School continues moving forward with its Washington Square location—support included second reading EDIP preparation and coordination with TOB Growth Management
- Presentation packet and planning support provided for 97 Goethe and Sunshine Bluffton Group, LLC
- Strategic meeting with Alex Navarro (HBA) – confirmed interest in 2nd floor COVE office space
- Toured 119 Persimmons Street as part of site and community development initiatives
- Met with Hilton Head Boys & Girls Club to support their strategic planning efforts
- Call with FlashAI and BCEDC to discuss emerging opportunities in AI and economic development
- Meeting scheduled with Josh Gruber (Hardeeville) for continued town-level collaboration

Operations, Events and Meetings:

- Hosted GBCC Lunch & Learn at The HUB
- Spoke at GBCC Coffee and Connections and “Know Your Benefits” events
- Reviewed and posted new job description internally
- Worked with Coca-Cola on second hiring event
- Hosted BCEDC intern for DRCI overview and ecosystem education
- Completed second reading presentations and packets for Sunshine Bluffton Group, Ninety Seven LLC, and The Goddard School
- Continued development of “SpeedBuild” AI solution
- Began setup of Microsoft Copilot Studio for internal use in creating digital agents
- Developed framework for refreshed DRCI website and digital presence
- Researched fall AI training offerings to be presented by DRCI
- Booked AI demo for Bluffton Rotary Club and AI roundtable with Hilton Head Prep
- CEO Transition meeting to support organizational continuity

Partnerships

Key Collaborations:

- **Hardeeville:** Signed up Diversity Nursing for the Hardeeville STARTUP program. Planning another meeting with Josh Gruber for July
- **BlacQuity:** Next Cohort is in the Fall
- **Beaufort County Economic Development Corporation:** Ongoing collaboration on multiple impactful projects including collaboration
- **Greater Bluffton Chamber:** Participated in numerous ribbon cuttings, showcasing the growth and expansion of local businesses and attended. Continuing to host lunch and learns for the GBCC and represented DRCI at their monthly Member Benefits Meeting
- **Hilton Head – Bluffton Chamber:** Attended several groundbreakings and ribbon cuttings. Paul graduated the Leadership Program for 2025
- **SBAC:** Paul Arvantes is a member of this board
- **Hispanic Business Association of the Lowcountry:** Ongoing membership, Met with Alex to discuss space at the COVE and potential tenants for the first floor
- **Beaufort County Airport Board:** David Nelems is a member of this Board
- **Beaufort Digital Corridor:** David Nelems is a member of this Board



GROWTH MANAGEMENT UPDATE

July 8, 2025

1. Town Council Appointed Boards/Commissions/Committees/Citizen Group Meetings:

- a. **Planning Commission:** June 25, 2025, meeting agenda attached. Next meeting scheduled for Wednesday, July 23, 2025.
- b. **Historic Preservation Commission:** June 11, 2025, meeting agenda attached. Next meeting scheduled for Wednesday, July 2, 2025.
- c. **Board of Zoning Appeals:** June 3, 2025, cancellation notice attached. Next meeting scheduled for Tuesday, July 1, 2025.
- d. **Development Review Committee:** June 4, 18 & 25, 2025, meeting agendas attached. June 11, 2025, cancellation notice attached. Next meeting scheduled for Wednesday, July 2, 2025.
- e. **Historic Preservation Review Committee:** June 9 & 30, 2025 meeting agendas attached. June 2, 16 & 23 cancellation notices attached. Next meeting scheduled for Monday, July 7, 2025.
- f. **Construction Board of Adjustment and Appeals:** June 24, 2025, cancellation notice attached. Next meeting scheduled for Tuesday, July 22, 2025.
- g. **Affordable Housing Committee:** June 5, 2025, meeting agenda attached. Next meeting scheduled for Thursday, July 10, 2025.

2. Community Development / Affordable Housing Committee Work Program:

The budget for the Neighborhood Assistance Program for FY 2025 has been approved at \$400,000 by Town Council. An additional \$144,000 was added to the budget by a grant awarded to the program by Beaufort Jasper Housing Trust on August 22. That brings the 2025 fiscal year budget to \$544,000.

Forty - two homes have received home repairs through the Neighborhood Assistance Program at a total of \$363,530.

The Town and Save the Shutters have repaired 3 homes together for fiscal year 2025.

ATTACHMENTS:

1. Planning Commission meeting agenda for June 25, 2025.
2. Historic Preservation Commission meeting agenda notice for June 11, 2025.
3. Board of Zoning Appeals cancellation notice for June 3, 2025.
4. Development Review Committee meeting agendas for June 4, 18 & 25, 2025. June 11, 2025, cancellation notice.
5. Historic Preservation Review Committee meeting agendas for June 9 & 30, 2025. June 2, 16 & 23 cancellation notices.
6. Construction Board of Adjustments and Appeals cancellation notice for June 24, 2025.
7. Affordable Housing Committee meeting agenda for June 5, 2025.
8. Building Permits and Planning Applications:
 - a. Building Permits Issued FY 2018-2025 (to June 20, 2025).
 - b. Building Permits Issued Per Month FY 2018-2025 (to June 20, 2025).
 - c. Value of Construction FY 2018-2025 (to June 20, 2025).
 - d. New Single Family Residential Building Permits Issued Per Month FY 2018-2025 (to June 20, 2025).
 - e. New Single Family Residential Building Permits Issued by Neighborhood FY 2018-2025 (to June 20, 2025).
 - f. New Single-Family Certificates of Occupancy Issued by Neighborhood FY 2018-2025 (to June 20, 2025).
 - g. New Commercial Construction/Additions Heated Square Footage FY 2018-2025 (to June 20, 2025).
 - h. Planning and Community Development Applications Approved FY 2018-2025 (to June 20, 2025).
 - i. Multi Family Apartments Value FY 2018-2025 (to June 20, 2025).
 - j. Multi Family Apartments Square Footage FY 2018-2025 (to June 20, 2025).
 - k. Multi Family Apartments Total Units FY 2018-2025 (to June 20, 2025).

9. Planning Active Application Report



Planning Commission Meeting

Wednesday, June 25, 2025 at 6:00 PM

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

AGENDA

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

I. CALL TO ORDER

II. ROLL CALL

III. NOTICE REGARDING ADJOURNMENT

The Planning Commission will not hear new items after 9:30 p.m. unless authorized by a majority vote of the Commission Members present. Items which have not been heard before 9:30 p.m. may be continued to the next regular meeting or a special meeting date as determined by the Commission Members.

IV. ADOPTION OF MINUTES

1. May 28, 2025 Minutes

V. PUBLIC COMMENT

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **Fifth Third Bank at May River Crossing (Development Plan):** A request by Angelina Makowski of BDG Architects on behalf of property owner, First Chatham Bank, for approval of a Preliminary Development Plan application. The project consists of the construction of a new freestanding 2,400 SF bank facility with associated parking, landscaping, and infrastructure. The property is within the Jones Estate Planned Unit Development (PUD) consists of 1.33 acres identified by tax map number R610 036 000 3213 0000 within the May River Crossing Master Plan north of May River Road east of May River Crossing. (DP-03-25-019666) (Staff - Dan Frazier)
2. **The Bluffton Bookshop (Development Plan):** A request by Jonathan Marsh of Witmer Jones Keefer, Ltd., on behalf of property owners Jamie and Allyn Oliver for approval of a Preliminary Development Plan application. The project consists of the renovation of the existing 1,769 SF residential structure into a proposed bookstore and icery with associated parking and infrastructure. The property is zoned Neighborhood Conservation - Historic District (NC-HD)

and consists of approximately 0.3 acres identified by tax map number R610 039 00A 0324 0000 and located at 89 Bridge Street in Old Town Bluffton Historic District. (DP-04-25-019713) (Staff - Dan Frazier)

3. **121 Burnt Church (Development Plan):** A request by Anthony Morse of Macad One Consulting Services, LLC on behalf of the property owner My Nash Realty Corp for approval of a Preliminary Development Plan application. The project consists of a 4,464 SF commercial building with drive through, parking and associated infrastructure. The property is zoned Neighborhood Core (NC) and consists of approximately 0.83 acres identified by tax map number R610 040 000 0164 0000 and located within the Highway Corridor Overlay District. (DP-03-25-019673) (Staff - Dan Frazier)
4. **Chase Bank - Belfair Village (Certificate of Appropriateness - Highway Corridor Overlay District):** A request by Dynamic Engineering Consultants, PC on behalf of owner Jane Cooper, LLC for review of a Certificate of Appropriateness - Highway Corridor Overlay District. The project consists of the renovation of the existing restaurant to a bank with drive through, and associated parking, landscaping, and infrastructure. The property consists of 0.77 acres identified by tax map number R610 031 000 1085 0000 within the Belfair Planned Unit Development located at 15 Towne Drive. (COFA-03-25-019625) (Staff-Sam Barrow)
5. **Livewell Terrace (Workshop - No Action):** A request by Livewell Terrace L.P. (Woda Cooper Group), with authorization from the Property Owner Beaufort Memorial Hospital, for the acquisition of sixty (60) Residential Dwelling Units owned by the Town of Bluffton and held in the Town's Development Rights Bank and a 100% density bonus pursuant to Section 6.5.4 of the Unified Development Ordinance for the affordable/workforce housing project to be known as Livewell Terrace located at 335 Buckwalter Parkway and identified as Beaufort County Tax Map No. R610 030 000 0712 0000 - Workshop - Kevin Icard, AICP, Director of Growth Management

VIII. DISCUSSION

IX. ADJOURNMENT

NEXT MEETING DATE: Wednesday, July 23, 2025

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

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

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

**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. To submit a public comment online, please click here:*

<https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60>

Public comment is limited to 3 minutes per speaker.



Historic Preservation Commission Meeting

Wednesday, June 11, 2025 at 6:00 PM

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

AGENDA

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

I. CALL TO ORDER

II. ROLL CALL

III. NOTICE REGARDING ADJOURNMENT

The Historic Preservation Commission will not hear new items after 9:30 p.m. unless authorized by a majority vote of the Commission Members present. Items which have not been heard before 9:30 p.m. may be continued to the next regular meeting or a special meeting date as determined by the Commission Members.

IV. ADOPTION OF MINUTES

1. May 7, 2025 Minutes
2. May 19, 2025 Special Meeting Minutes

V. PUBLIC COMMENT

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **82 Pritchard Street:** A request by Keith Martelli (Martelli Architects), on behalf of the Owners, Mark and Kim Driscoll, for approval of a Certificate of Appropriateness-HD to alter an existing 2-story garage (Carriage House) of approximately 1198 square feet located at 82 Pritchard Street, in Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD District. (COFA-02-25-019576) (Staff - Charlotte Moore)
2. **32 Tabby Shell :** A request by Drew Vann (Palmetto Star Construction), on behalf of owner, Scott Ready, for review of a Certificate of Appropriateness-Historic District, to allow the construction of a new 2-story Carriage House of approximately 1,162 enclosed square feet at 32 Tabby Shell Road (Lot 17) in the Tabby Roads Development. The property is zoned Neighborhood General-HD (NG-HD) and is in Old Town Bluffton Historic District. (COFA-03-25-019654) (Staff - Charlotte Moore)

3. **68 Pritchard Street:** A request by Tony and Alyssa Pressley, Applicants and Owners, for approval of a Certificate of Appropriateness - HD to construct a new 2-story Carriage House of approximately 800 SF at 68 Pritchard Street in Old Town Bluffton Historic District and zoned Neighborhood General-HD. (COFA-05-24-019155) (Staff – Charlotte Moore)
4. **41 Stock Farm Road:** A request by Dylan and Amanda Mingard, Applicants and Owners, for approval of a Certificate of Appropriateness-HD to allow the construction of a 1-story carport or Carriage House of approximately 396 square feet and a Breezeway of approximately 301 square feet which will connect the Carriage House to the existing main structure located at 41 Stock Farm Road in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD. (COFA-02-25-019610) (Staff - Sam Barrow)
5. **15 Meriwether Court:** A request by BFL Builders, Owner and Applicant, for review of a Certificate of Appropriateness-Historic District, to allow construction of a 2-story single-family residence of approximately 1,637 square feet and an attached 2-story Carriage House of approximately 840 square feet located at 15 Meriwether Court (Lot 1) in the Landon Oaks Development. The property is in Old Town Historic District and is zoned Neighborhood General-Historic District. (COFA-01-25-019522)(Staff - Sam Barrow)
6. **71 Bridge Street:** A request by Ed Johns, Jr. (LowCountry Custom Built Homes), Applicant, on behalf Jim and Julie Lewellyn, Owners, for approval of a Certificate of Appropriateness - HD to allow the construction of a 2-story main residence of approximately 3,168 square feet and a 2-story Carriage House of approximately 1,196 square feet located at 71 Bridge Street in Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD. (COFA-11-24-019447)(Staff - Charlotte Moore)
7. **22 Bruin Road:** A request by Greg Harrold, Applicant, on behalf of Bertha Wooten, Owner, for approval of a Certificate of Appropriateness - HD to construct a new 1-story single family residence of approximately 1,695 square feet with an attached Carriage House of approximately 697 square feet, to be located at 22 Bruin Road, in Old Town Bluffton Historic district and zoned Neighborhood General- HD District. (COFA-01-24-018816) (Staff - Charlotte Moore)
8. **42 Wharf Street:** A request by John Montgomery, Applicant and Property Owner, for approval of a Certificate of Appropriateness-Historic District, to allow construction of a new 2-story Single Family structure of approximately 2,120 square feet and 2-story Carriage House of approximately 1,120 square feet located at 42 Wharf Street. The property is within Old Town Historic District and is zoned Neighborhood General-Historic District. (COFA-04-24-019070) (Staff - Sam Barrow)
9. **135 Bridge Street:** A request by Tom Parker, Jr.(PDG | Architects), Applicant, on behalf of Brenda Dunaway, Owner, for approval of a Certificate of Appropriateness-Historic District, to allow construction of a new Center Hall House of approximately 5,240 SF and two Carriage Houses of 800 SF and 1,198 SF located at 135 Bridge Street. The property is within Old Town Historic District and is zoned Riverfront Edge Historic District. (COFA-04-25-019700) (Staff - Sam Barrow)

VIII. DISCUSSION

1. Historic District Monthly Update. (Staff)

IX. ADJOURNMENT**NEXT MEETING DATE: Wednesday, July 2, 2025**

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Public comment is limited to 3 minutes per speaker.*



PUBLIC NOTICE

The Board of Zoning Appeals (BZA)
Meeting scheduled for

Tuesday, June 3, 2025 at 6:00 p.m.

Has been CANCELED
due to a lack of agenda items.

The next meeting is scheduled for Tuesday,
July 1, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500



Development Review Committee Meeting

Wednesday, June 04, 2025 at 1:00 PM

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

AGENDA

All Applications can be viewed on the Town of Bluffton's Permit Finder page
<https://www.townofbluffton.us/permit/>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **SCIIP May River/Stoney Creek Water & Sewer Improvements Phase 2 (Public Project):** A request by Beth Lowther on behalf of Beaufort-Jasper Water & Sewer Authority (BJWSA) for approval of a Public Project. The project consists of the installation of approximately 10,500 linear feet of HDPE low pressure sewer lines and 5,500 linear feet of water lines and related infrastructure to provide service to 28 properties. The 0.29 acre area of disturbance located within Town of Bluffton jurisdiction is zoned Planned Unit Development (PUD) and located within the May River Road right-of-way. (DP-04-25-019705) (Staff - Dan Frazier)
2. **Oyster Factor Park Road Surface Improvements (Public Project):** A request by Charles Savino on behalf of the Town of Bluffton, for the approval of a Public Project. The project consists of improvements and repairs to the food truck access road, boat ramp connection, and associated pedestrian paths. The property is zoned Riverfront Edge Historic District (RV-HD) and consists of approximately 2.3 acres, identified by tax map numbers R610 039 00A 0191 0000, R610 039 00A 0190 0000, R610 039 00A 0165 0000, R610 039 00A 0262 000, and R610 039 00A 0261 0000 and located at 55 Wharf Street within the Oyster Factory Park Master Plan. (DP-01-22-016299) (Staff – Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, June 11, 2025

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

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

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<https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60>

Public comment is limited to 3 minutes per speaker.



PUBLIC NOTICE

THE DEVELOPMENT REVIEW
COMMITTEE (DRC)
Meeting scheduled for

Wednesday, June 11, 2025 at 1:00 P.M.

has been CANCELED
due to a lack of agenda items.

The next meeting is scheduled for
Wednesday, June 18, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500



Development Review Committee Meeting

Wednesday, June 18, 2025 at 1:00 PM

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

AGENDA

All Applications can be viewed on the Town of Bluffton's Permit Finder page
<https://www.townofbluffton.us/permit/>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **32 Bruin Road (Subdivision):** A request by ABPAL, LLC for approval of a Subdivision application. The project consists of the subdivision of the single 1.22 acre lot into two (2) lots per pending development plan approval (DP-12-24-019469): Lot 1 at 0.909 acres and Lot 2 at 0.311 acres, including a 22' wide shared access easement off the existing curb cut located off Bruin Road. The property is zoned Neighborhood General - Historic District (NC-HD) and consists of approximately 1.22 acres identified by tax map number R610 039 000 0274 0000 and located on the corner of Bruin Road and Pritchard Street. (SUB-05-25-019755) (Staff - Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, June 25, 2025

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Public comment is limited to 3 minutes per speaker.



Development Review Committee Meeting

Wednesday, June 25, 2025 at 1:00 PM

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

AGENDA

All Applications can be viewed on the Town of Bluffton's Permit Finder page
<https://www.townofbluffton.us/permit/>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **32 Bruin Road (Development Plan):** A request by Daniel Keefer of Witmer Jones Keefer, Ltd., on behalf of James Atkins of ABPAL, LLC for approval of a Final Development Plan. The project proposes two commercial lots, including an existing office and a maximum 1,200 SF accessory structure on Lot 1, and an approximate 3,000 SF two-story office/retail build and maximum 1,200 SF accessory structure on Lot 2, parking and associated infrastructure. The property is zoned Neighborhood General - Historic District (NC-HD) and consists of approximately 1.22 acres identified by tax map number R610 039 000 0274 0000 and located on the corner of Bruin Road and Pritchard Street. (DP-12-24-019469) (Staff - Dan Frazier)
2. **Palmetto Bluff Block M6 (Development Plan):** A request by Drew Lonker of Thomas & Hutton, on behalf of May River Forest, LLC, for approval of a Final Development Plan application. The project consists of creating 23 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 39.5 acres located along Old Moreland Road within the Palmetto Bluff PUD. (DP-03-24-019033) (Staff - Dan Frazier)
3. **Fifth Third Bank – May River Crossing (COFA- HCOD)** A request by Angelina Makowski, of BDG Architects, on behalf of owner Paul Scott, for a review of a Certificate of Appropriateness- Highway Corridor Overlay District. The project consists of construction of a new freestanding 2,400 SF bank facility with associated parking, landscaping and infrastructure. The property is located within the Jones Estate Planned Unit Development (PUD) and consists of 1.11 acres

identified by tax map number R610 036 000 3213 0000 within the located at 2901 May River Crossing. (COFA 05-25-019759) (Staff-Sam Barrow)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, July 2, 2025

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PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Monday, June 2, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Monday, June 9, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500



Historic Preservation Review Committee Meeting

Monday, June 09, 2025 at 4:00 PM

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

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **4 Head of the Tide:** A request by Andrew Brown, Applicant, on behalf of Henry Savage, Owner, for review of a Certificate of Appropriateness - HD to expand the existing kitchen of a main residence by enclosing a 126 square foot portion of an existing side porch at 4 Head of the Tide, in Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.(COFA-05-25-019747) (Staff - Sam Barrow)
2. **43 Thomas Heyward Street:** A request by GTH Construction, Applicant, on behalf of Megan C. Beach, Owner, for review of a Certificate of Appropriateness - HD to convert a portion of the attic space of an existing main residence into an additional bedroom and bathroom of approximately 240 square feet at 43 Thomas Heyward Street, in Old Town Bluffton Historic District and zoned Neighborhood General-HD.(COFA-05-25-019752) (Staff - Sam Barrow)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, June 16, 2025

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Public comment is limited to 3 minutes per speaker.



PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Monday, June 16, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Monday, June 23, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500



PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Monday, June 23, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Monday, June 30, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500



Historic Preservation Review Committee Meeting

Monday, June 30, 2025 at 4:00 PM

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

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **32 Bruin Rd:** A request by Court Atkins Group, Applicant, on behalf of Abpal LLC, Owner, for a Certificate of Appropriateness-HD to construct a new two-story commercial building of approximately 3,000 SF at 32 Bruin Road (R610 039 000 0274 0000). This parcel located in the Old Town Bluffton Historic District and is zoned Neighborhood General-HD (COFA 05-25-019766) (Staff – Sam Barrow)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, July 7, 2025

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

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Public comment is limited to 3 minutes per speaker.



PUBLIC NOTICE

The Construction Board of
Adjustments and Appeals (CBAA)
Meeting scheduled for

Tuesday, June 24, 2025, at 6:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Tuesday, July 22, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500



Affordable Housing Committee Meeting

Thursday, June 05, 2025 at 10:00 AM

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

AGENDA

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

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF MINUTES

1. May 1, 2025

IV. PUBLIC COMMENT

V. OLD BUSINESS

VI. NEW BUSINESS

1. FY25 Neighborhood Assistance Program Budget Update

VII. DISCUSSION

1. The May Update

VIII. ADJOURNMENT

NEXT MEETING DATE: Thursday, July 10, 2025

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

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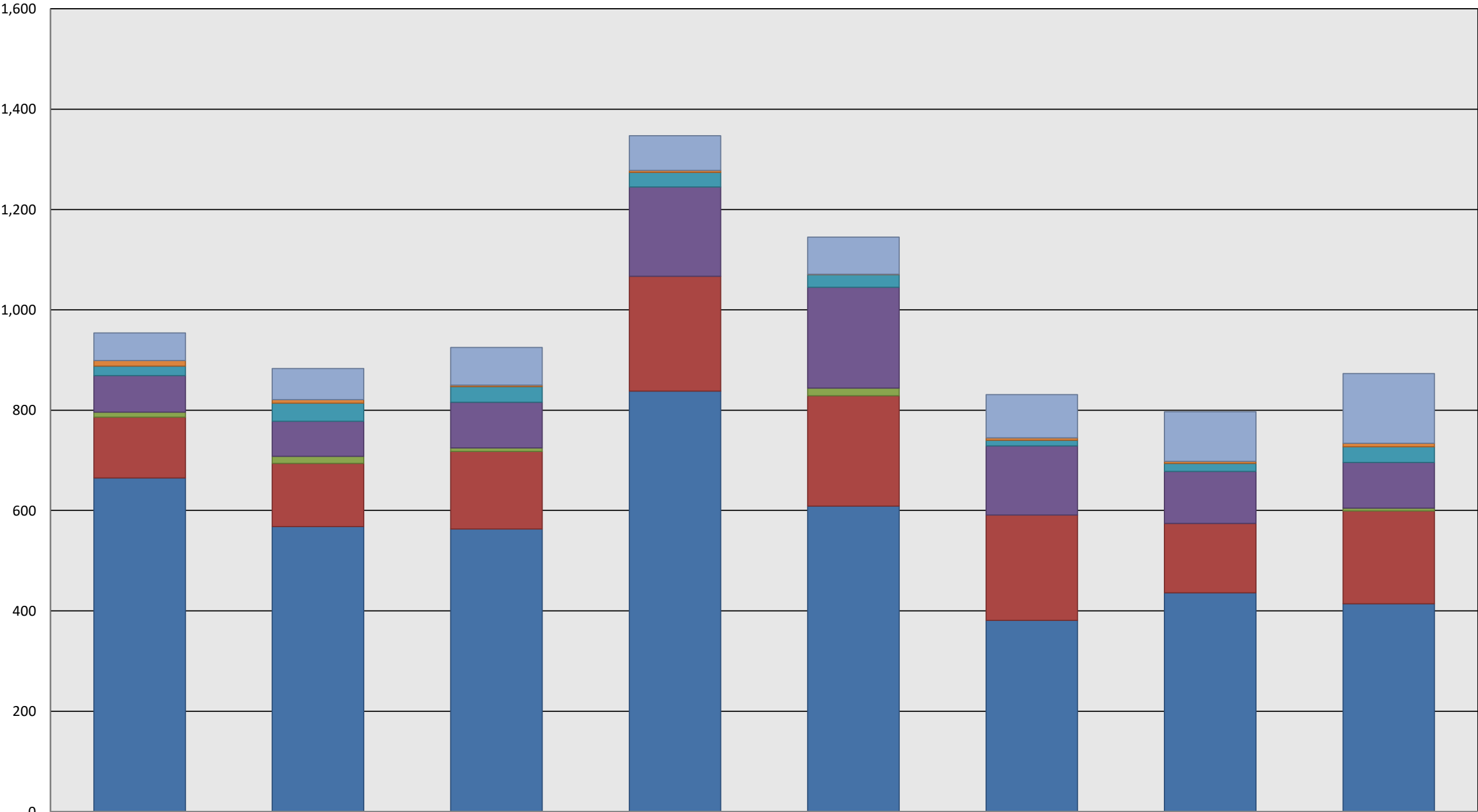
Public comment is limited to 3 minutes per speaker.

Town of Bluffton
Building Permits Issued
FY 2018 - 2025

Attachment 8a

Section XI. Item #1.

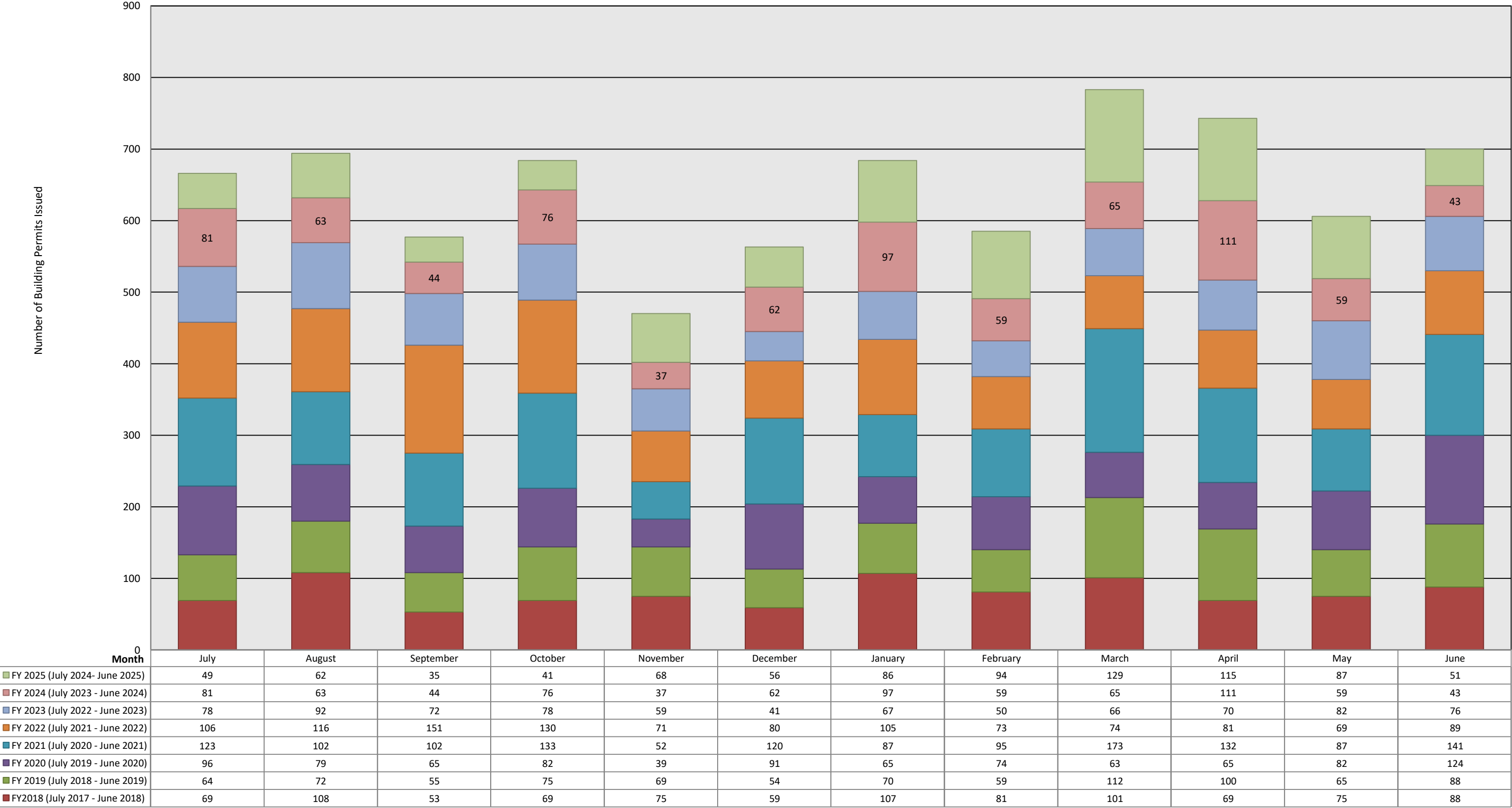
Number of Building Permits Issued



Year	FY2018 (July 2017 - June 2018)	FY2019 (July 2018 - June 2019)	FY2020 (July 2019 - June 2020)	FY2021 (July 2020 - June 2021)	FY2022 (July 2021 - June 2022)	FY2023 (July 2022 - June 2023)	FY2024 (July 2023 - June 2024)	FY2025 (July 2024- June 2025)
Other Commercial	55	62	75	69	74	86	99	139
Commercial Addition	11	7	3	4	1	5	4	7
New Commercial Construction/ Tenant Upfit	19	36	31	29	25	11	16	31
Other Residential	73	70	91	178	201	138	104	91
New Multi Family - Apartments	10	14	7	0	15	0	0	6
Residential Addition	121	126	155	229	220	210	138	185
New Single Family	665	568	563	838	609	381	436	414

Notes: 1. Building Permits Issued excludes those Building Permits which were voided or withdrawn.
2. Residential addition includes: additions, screen enclosures, carport, re-roof, modular.
3. Other residential includes: new accessory structure, new accessory residence.
4. Commerical addition includes: additions, screen enclosure, shell.
5. Other commerical includes: remodel and accessory structure.

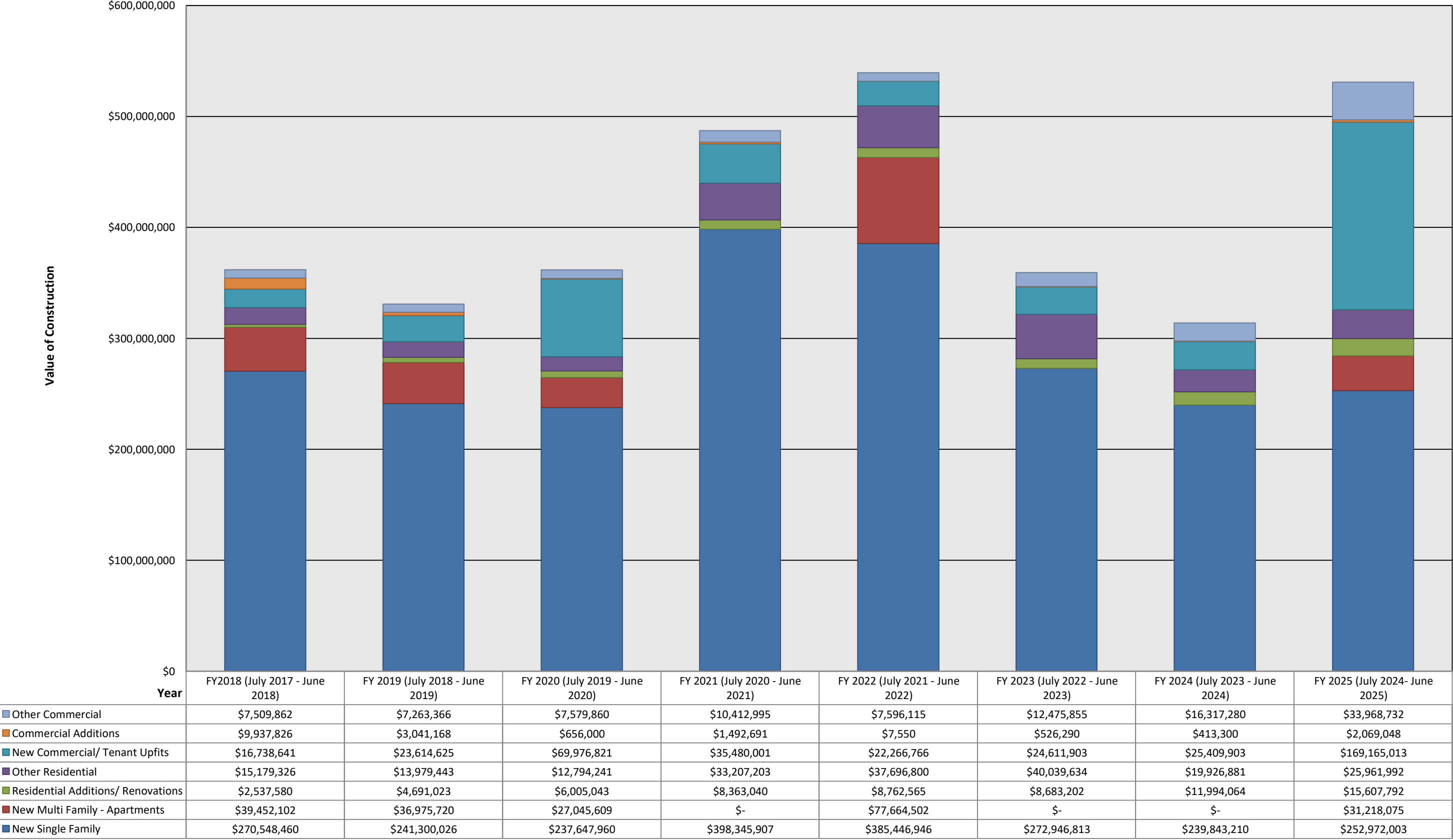
Town of Bluffton
Building Permits Issued Per Month
FY 2018 - 2025



Notes: 1. Building Permits Issued excludes those Building Permits which were voided or withdrawn.

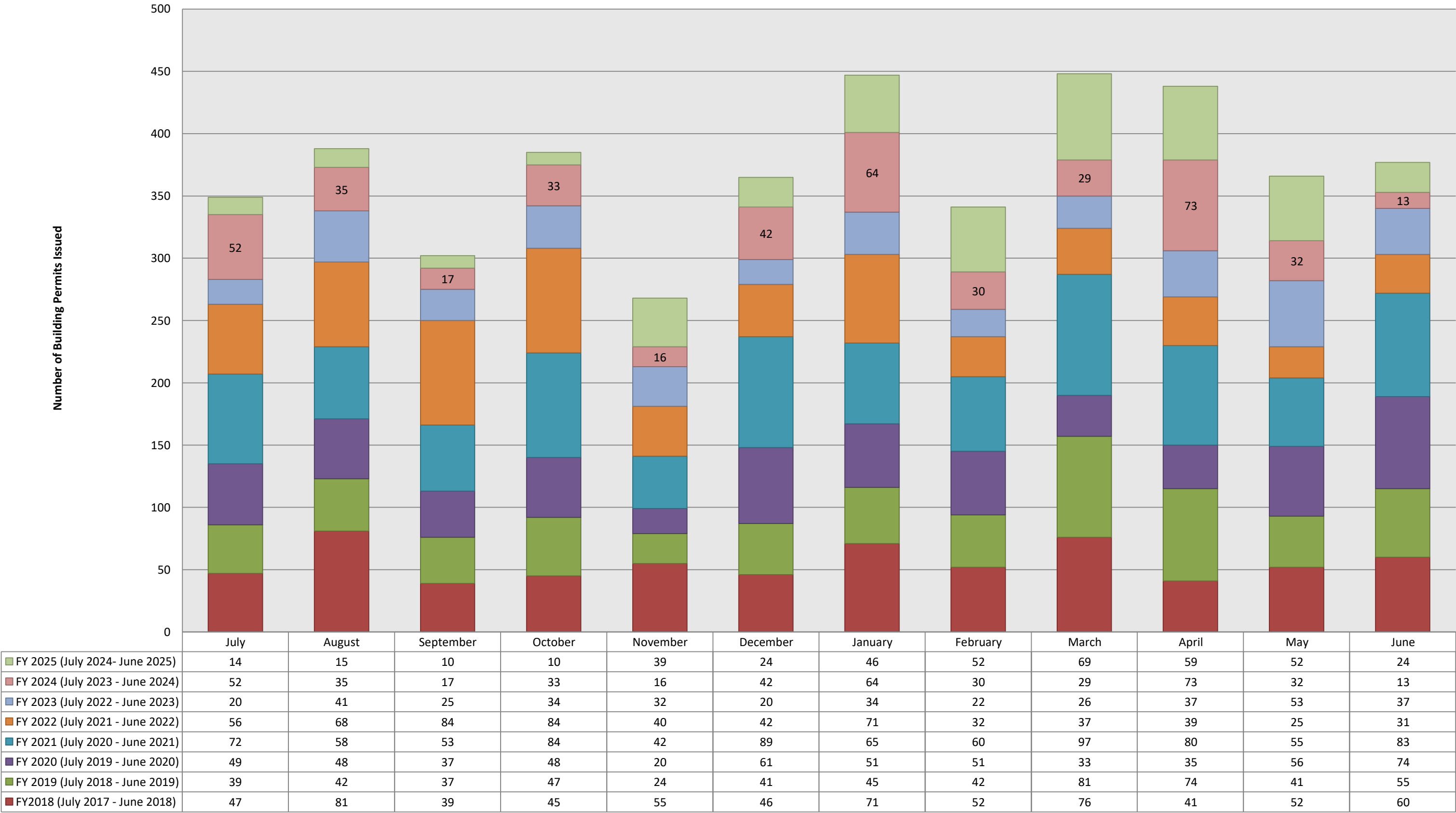
Town of Bluffton
Value of Construction
FY 2018 - 2025

Attachment 8c



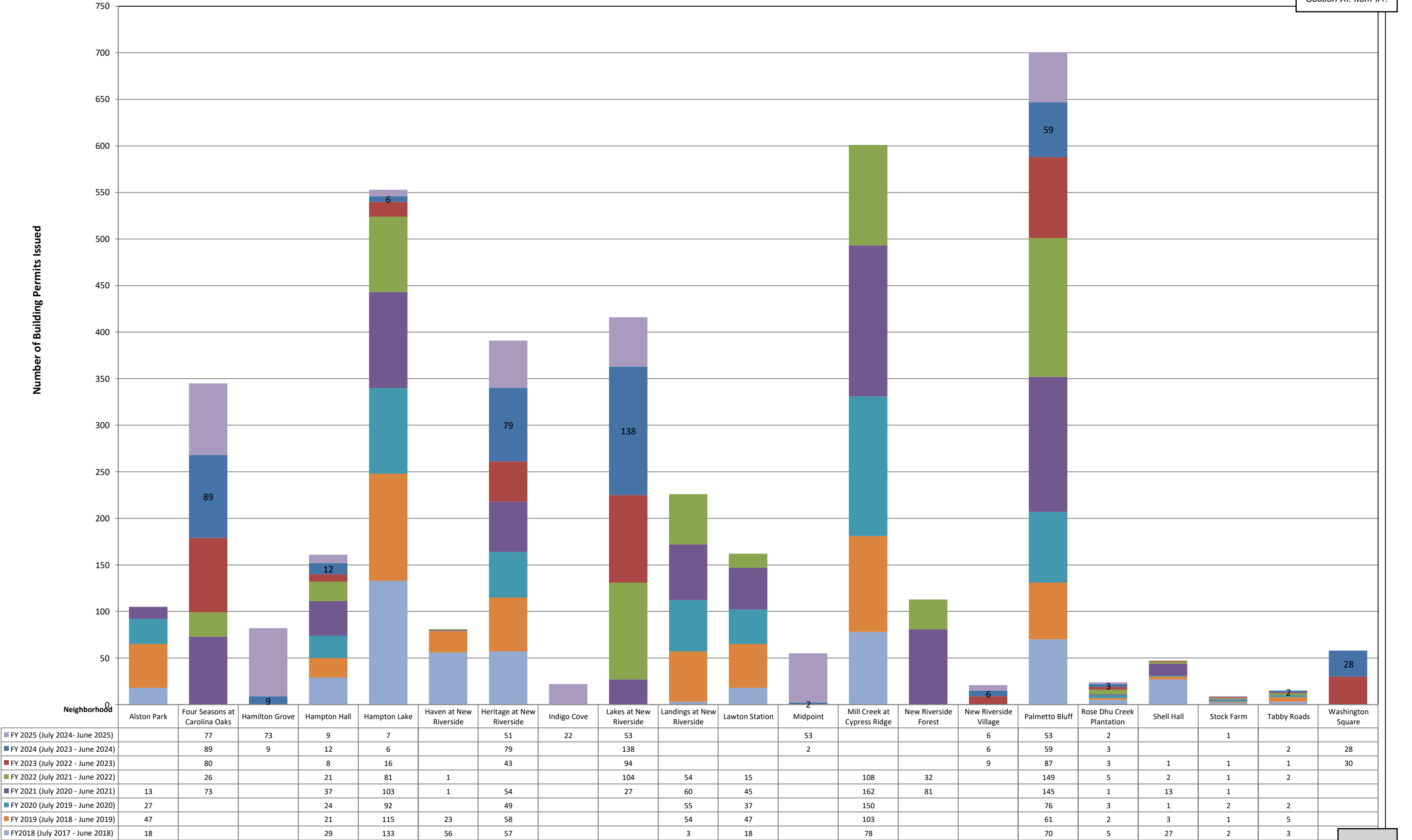
Notes: 1. Residential addition includes: additions, screen enclosures, carport, re-roof, modular.
2. Other residential includes: new accessory structure, new accessory residence.
3. Commerical addition includes: additions, screen enclosure, shell.
4. Other commerical includes: remodel and accessory structure.

Town of Bluffton
New Single Family Residential Building Permits Issued Per Month
FY 2018 - 2025



Note: Building Permits Issued excludes those Building Permits which were voided or withdrawn.

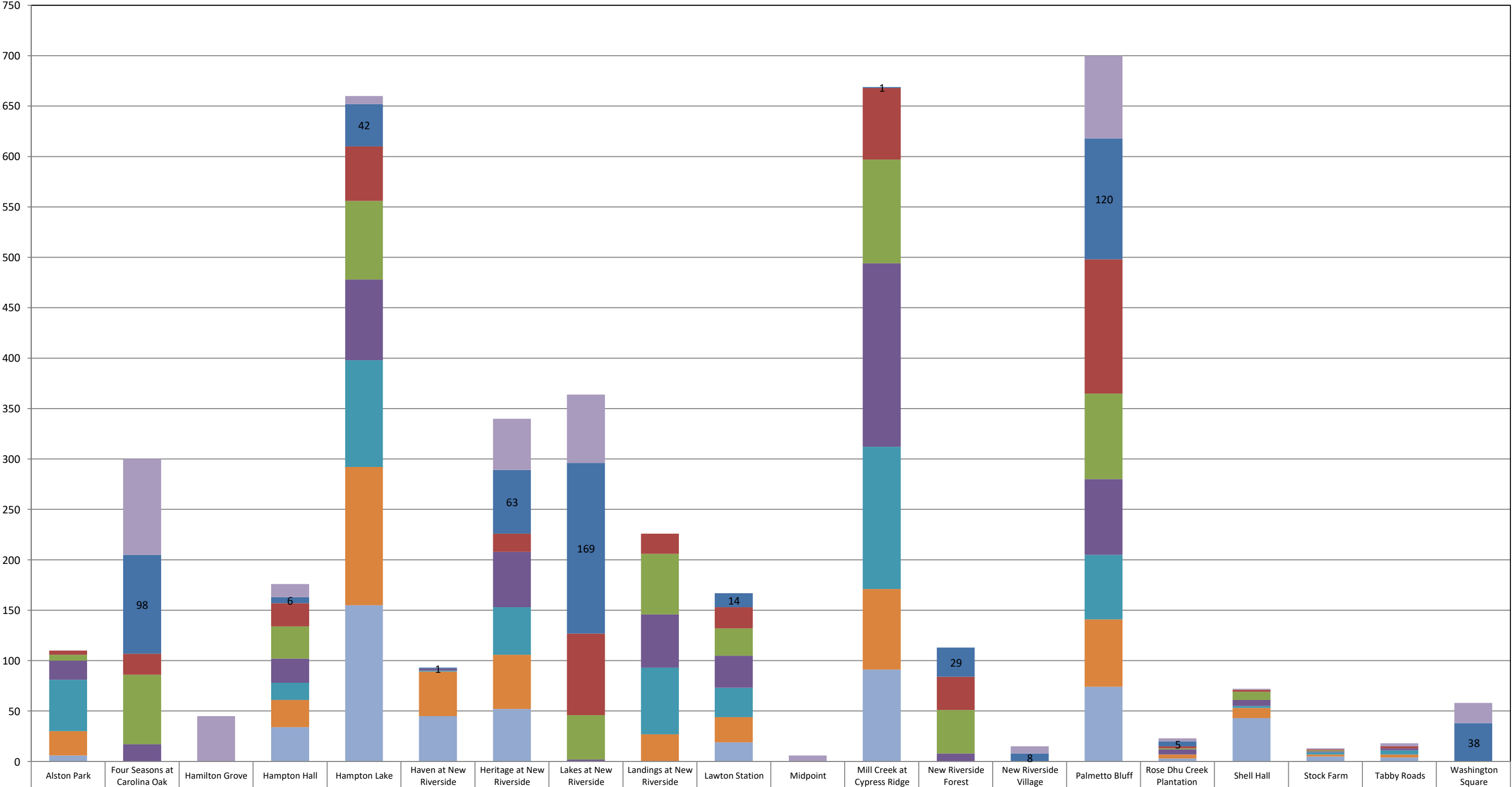
Town of Bluffton
New Single Family Residential Building Permits Issued by Neighborhood FY 2018 -2025



Town of Bluffton

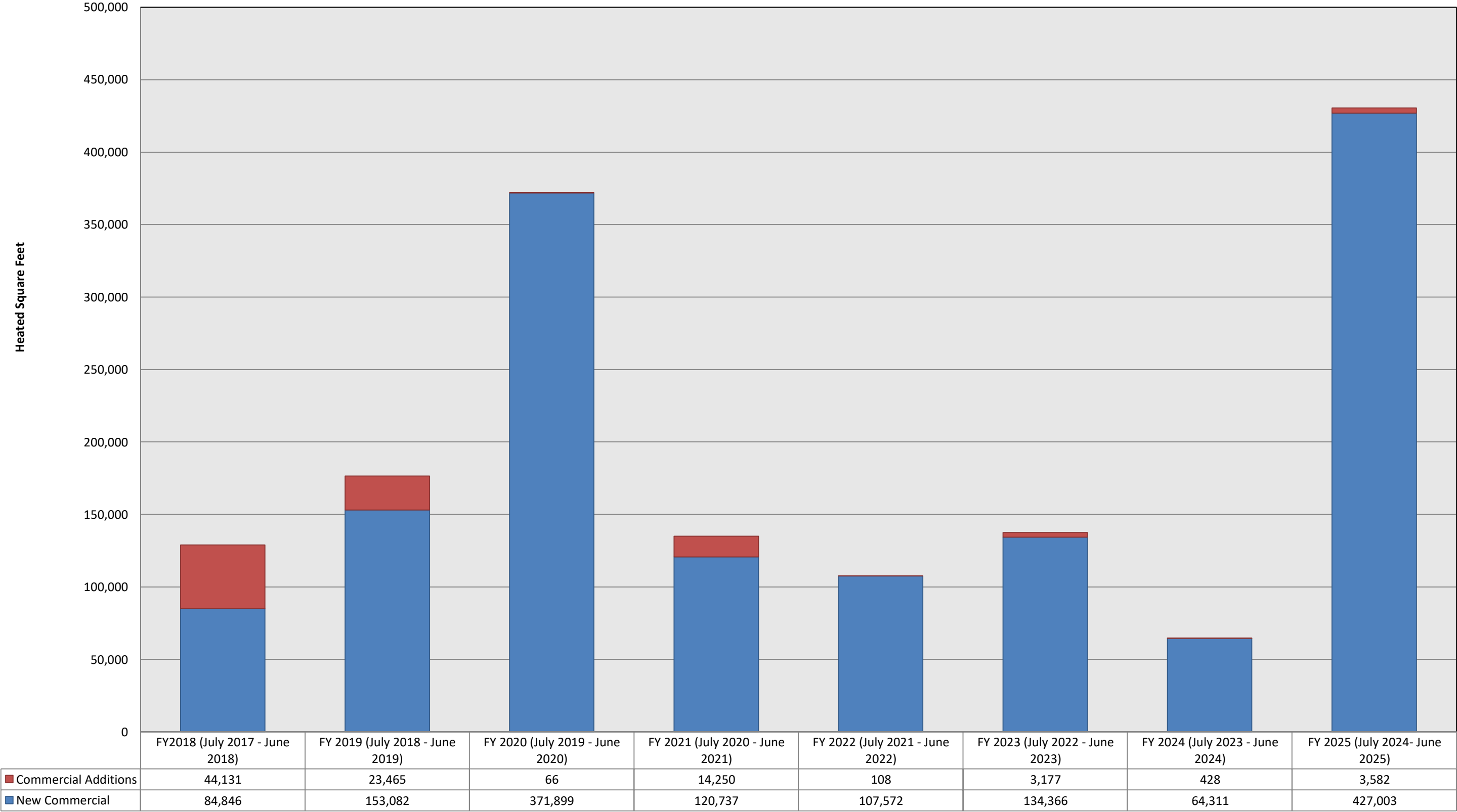
New Single Family Certificates of Occupancy Issued by Neighborhood FY 2018 - 2025

Number of New Housing Starts



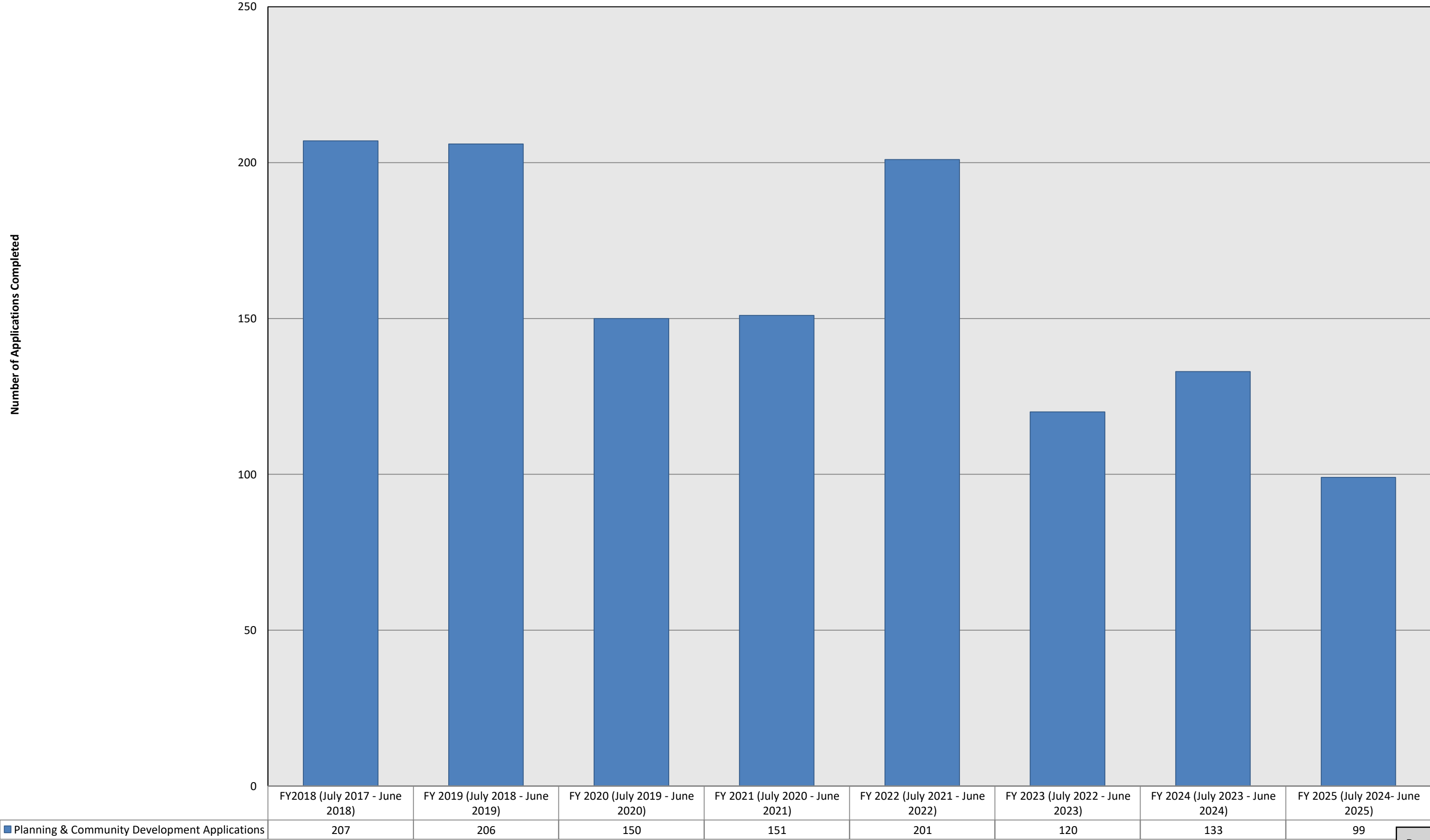
FY 2025 (July 2024 - June 2025)		95	45	13	8		51	68		6			7	82	3	1	1	3	20
FY 2024 (July 2023 - June 2024)		98		6	42	1	63	169	14		1	29	8	120	5				38
FY 2023 (July 2022 - June 2023)	4	21		23	54		18	81	20	21	71	33		133	2	2	1	2	
FY 2022 (July 2021 - June 2022)	6	69		32	78			44	60	27	103	43		85	1	8	1		
FY 2021 (July 2020 - June 2021)	19	17		24	80	2	55	2	53	32	182	8		75	5	6	1	2	
FY 2020 (July 2019 - June 2020)	51			17	106	1	47		66	29	141			64		2	2	4	
FY 2019 (July 2018 - June 2019)	24			27	137	44	54		27	25	80			67	4	10	2	3	
FY2018 (July 2017 - June 2018)	6			34	155	45	52		19		91			74	3	43	5	4	

Town of Bluffton
New Commercial Construction and Additions Heated Square Footage
FY 2018 - 2025



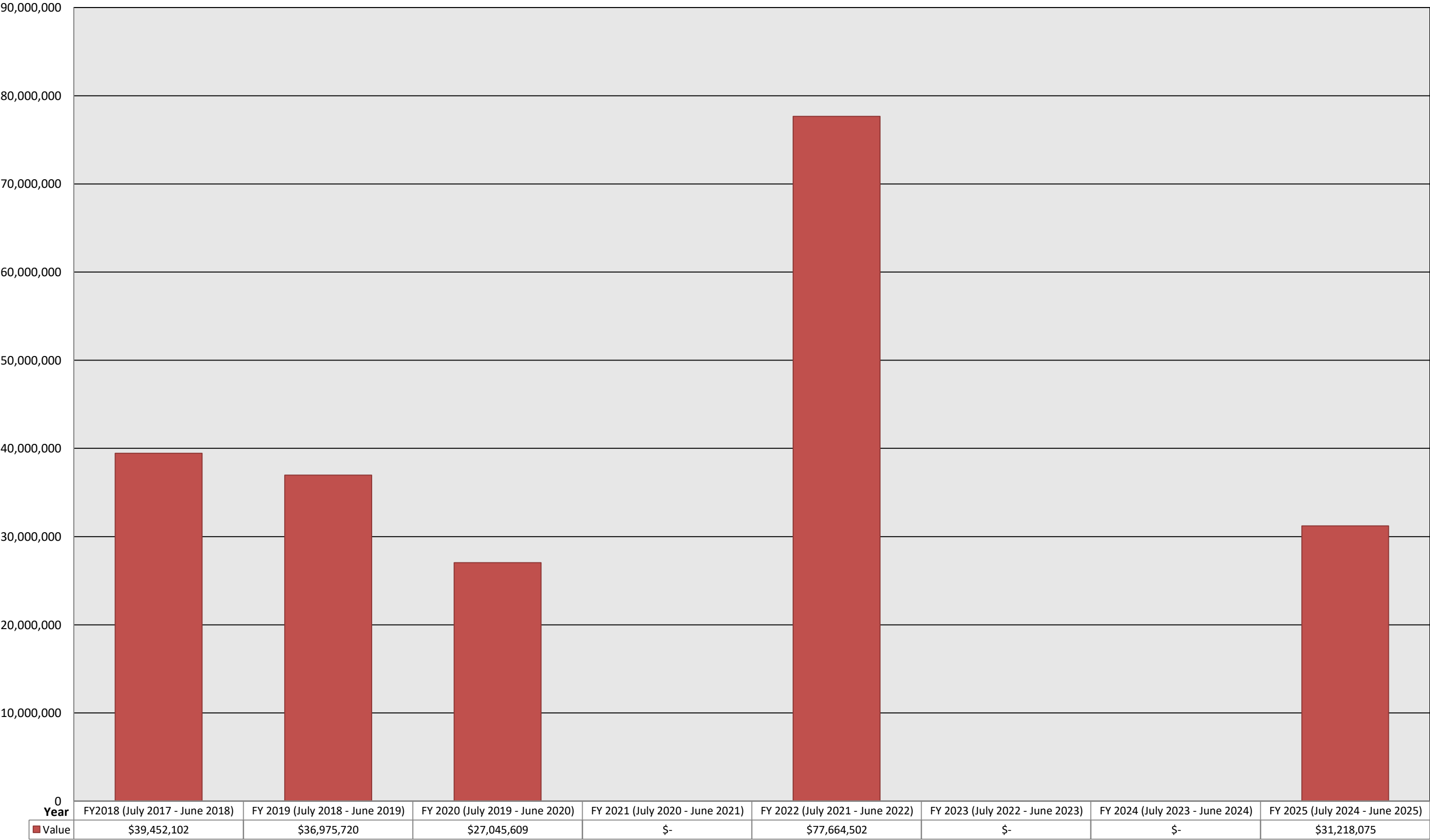
Town of Bluffton
Planning & Community Development Applications Completed
FY 2018 - 2025

Number of Applications Completed



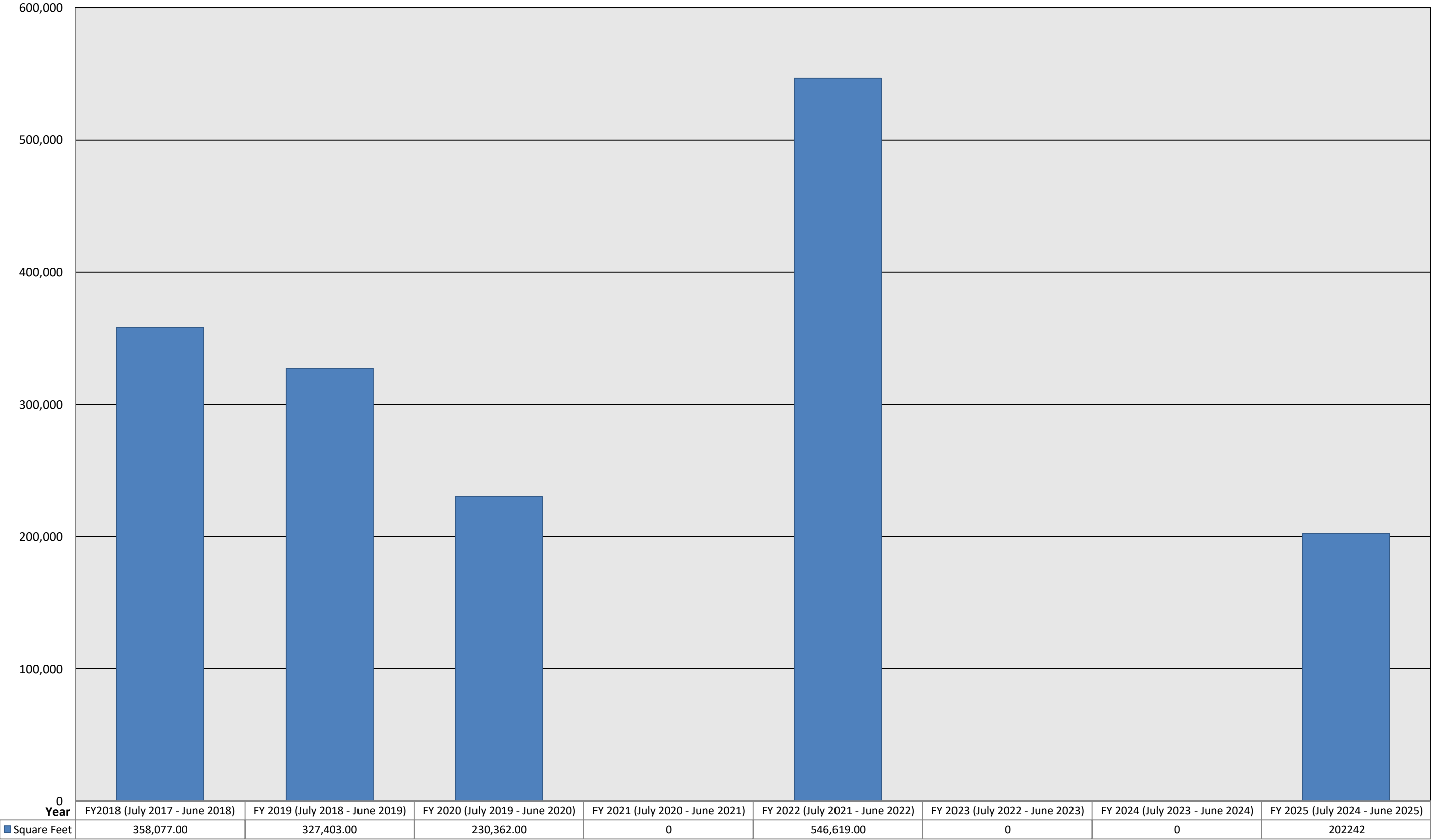
Town of Bluffton
Multi Family Apartments Value
FY 2018 - 2025

Value of Multi Family Apartments



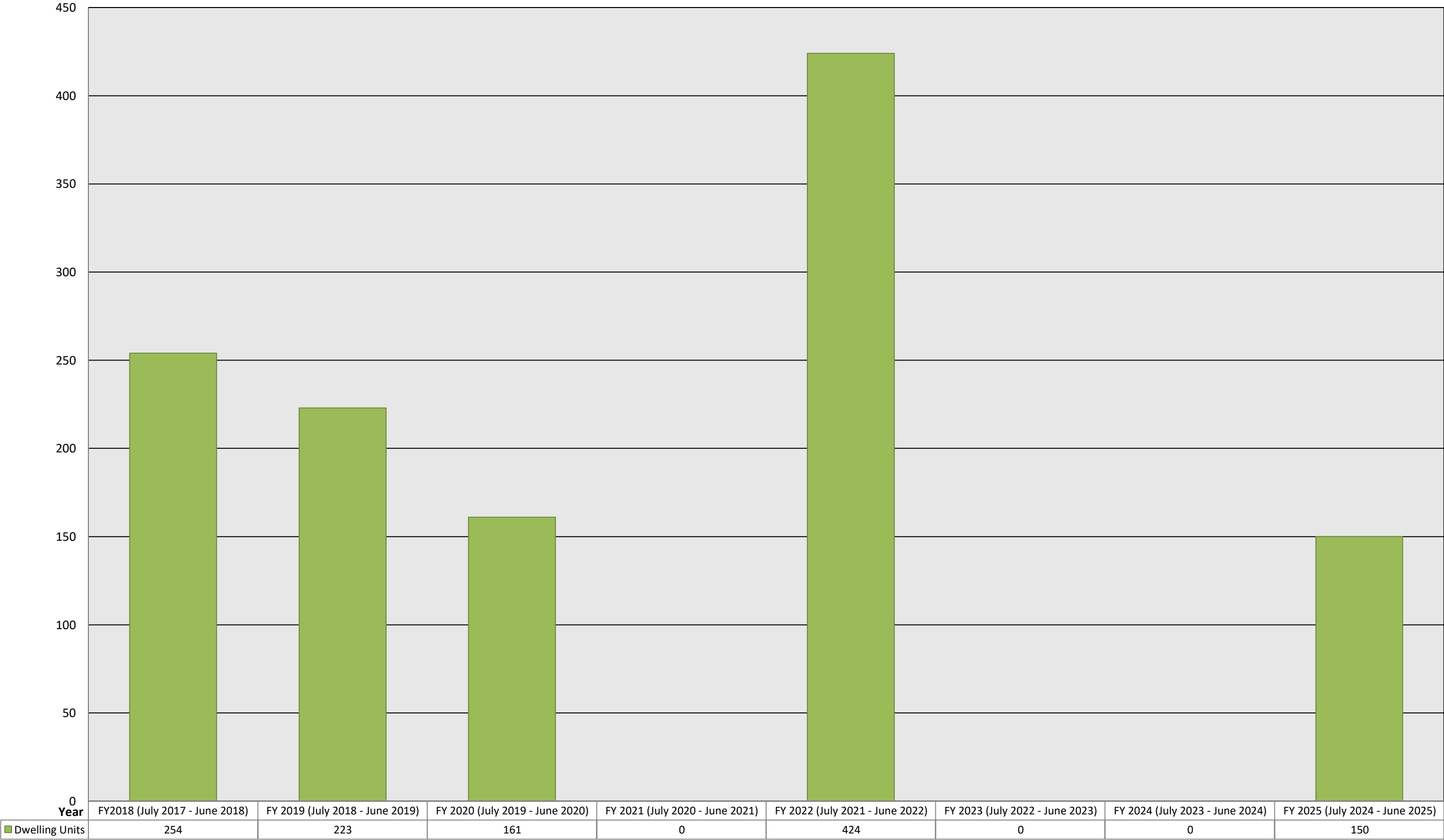
Town of Bluffton
Multi Family Apartments Square Footage
FY 2018 - 2025

Square Footage of Multi Family Apartments



Town of Bluffton
Multi Family Apartments Total Units
FY 2018 - 2025

Multi Family Apartments Total Units





Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Annexation Petition

100%

ANNX-03-24-019045	03/14/2024		Annexation Petition	Active	Aubrie Giroux
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Applicant: Bryant and Son Trucking Company **Owner:** Bryant and Son Trucking Company

PLAN DESCRIPTION: A request by the applicant and property owner Johnnie Bryant III, for approval of an annexation application. The property is located at 30 Davis Road and consists of approximately 2.14 acres identified by tax map number R600 029 000 0028 0000 and currently zoned T2R Rural in unincorporated Beaufort County. This application is associated with the following zoning map amendment request; ZONE-03-24-019046.

STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.

STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment were recommended for approval at the July 24, 2024, Planning Commission meeting.

STATUS: THE ZMA and CPA were approved at 1st Reading at the August 13, 2024, Town Council Meeting.

STATUS 11-12-24: Town Council APPROVED 2nd and Final Reading of the ZMA and CPA.

PROJECT NAME:

ANNX-11-23-018624	11/01/2023		Annexation Petition	Active	Aubrie Giroux
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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.

STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.

STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment were recommended for approval at the July 24, 2024, Planning Commission meeting.

STATUS: THE ZMA and CPA were approved at 1st Reading at the August 13, 2024, Town Council Meeting.

STATUS 11-12-24: Town Council APPROVED 2nd and Final Reading of the ZMA and CPA.

PROJECT NAME:



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Annexation Petition

ANNX-02-25-019605 02/19/2025 Annexation Petition Active Kevin Icard

Applicant: Beaufort County School District **Owner:** Beaufort County School District

PLAN DESCRIPTION: A request to annex a new early childhood school to serve Bluffton.

STATUS: A Planning Commission Workshop was held on March 26, 2025.

STATUS: A Public Hearing and Recommendation to Town Council is scheduled for the April 23, 2025 Planning Commission meeting.

PROJECT NAME:

Total Annexation Petition Cases: 3

Certificate of Appropriateness

Highway Corridor Overlay District

COFA-11-22-017422 11/21/2022 255 NEW RIVERSIDE VILLAGE WAY Certificate of Appropriateness Active Katie Peterson

Applicant: Court Atkins **Owner:** Solomon Dental

PLAN DESCRIPTION: The Applicant requests approval of a Certificate of Appropriateness-HCO for a 1.56-acre development consisting of a 15,000 square foot office building for a dental practice and six tenants. The property is identified by tax map number R610 036 000 3714 0000 and is located at 255 New Riverside Village Way. The zoning designation for the property is New Riverside PUD with the Highway Corridor Overlay District.

12.16.2022: Application was approved with conditions at the December 14, 2022 meeting of the Planning Commission. Staff is awaiting revised document submittal to address the Planning Commission conditions.

7.18.23: Have not yet received resubmittal.

10.12.23: Emailed items still outstanding. Awaiting revisions.

Approved Conditionally - Lighting Plan must be updated prior to HCO inspections.

PROJECT NAME: NEW RIVERSIDE VILLAGE



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Certificate of Appropriateness

COFA-08-22-017145 08/31/2022 6201 JENNIFER COURT Certificate of Appropriateness Active Katie Peterson

Applicant: Witmer Jones Keefer Ltd.

Owner: Micheal Bradley Holdings LLC

PLAN DESCRIPTION: The River Dog Brewing project involves the construction of a ±50,000 SF two-story building, housing a brewing production facility, retail sales area, and restaurant/bar upon three existing lots on Jennifer Court at the intersection of Buck Island Road and May River Road. As a brief history – back in 2000 AEC permitted the Bright Commercial Subdivision master-planned for five individual commercial development parcels involving a new connector roadway between Buck Island Road and May River Road, incorporating both wet and dry utilities as well as storm drainage stub outs to each parcel. The development was designed, permitted and constructed under the Beaufort County development ordinance prior to annexation by the Town of Bluffton. Subsequently, Parker's convenience store was constructed upon two of the five parcels and, due to greater stormwater regulation, was required to provide additional water quality treatment consisting of shallow bioretention ponds/swales. The River Dog Brewing project parcels are identified as R600 039 000 0021 0000, R610 039 000 0756 0000, and R610 039 000 0757 0000. The property is zoned Neighborhood Core with the adjacent properties being the same.

STATUS[11.17.2022]: The application was approved with conditions at the November 16, 2022 Planning Commission meeting. Awaiting resubmitted documents addressing Planning Commission conditions.

7.18.23: Have not yet received resubmittal.

1.5.2024: Architectural items have been addressed by 1/5 resubmittal. Exempt plat, Development Plan and Lighting resubmittal still required.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Certificate of Appropriateness

COFA-03-23-017836 03/28/2023 45 SLATER ST STREET Certificate of Appropriateness Active Katie Peterson

Applicant: EIG14T RCCC 229 SC-Bluffton LLC **Owner:** EIG14T BBMA SC BLUFFTON LLC

PLAN DESCRIPTION: A request by Samantha Kozlowski, Development Manager, on behalf of the owners, EIG14T BBMA SC BLUFFTON, LLC for approval of a Certificate of Appropriates – Highway Corridor Overlay. The project consists of the construction of a +/- 11,953 SF Big Blue Marble Academy (child care facility), along with the related infrastructure, landscaping and lighting. The site is identified by tax map number R614 028 000 5285 0000, located at the intersection of Mill Creek Blvd. and Okatie Highway and is zoned Cypress Ridge PUD.

STATUS [3/29/2023]: Applicant notified of incomplete submittal via email 3/29/23. Awaiting Resubmittal. No Final DP has been submitted, missing landscape plan, lighting plan, dumpster elevations, color board_

7.18.23: The Application was heard at the 6.28.23 Planning Commission meeting. It was tabled for the applicant to address PC comments. Awaiting resubmitted materials addressing PC comments prior to placing it back on the PC agenda.

10.23.23: The revised submittal has been placed on the 10.25.23 PC Agenda.

Approved. See attached.

Amendment submitted 5/8. Email sent to applicant that vents which have been placed on front elevation must be relocated to rear.

PROJECT NAME:

COFA-05-25-019759 05/16/2025 2901 MAY RIVER XING CROSSING Certificate of Appropriateness Active Charlotte Moore

Applicant: Angelina Makowski **Owner:** First Chatham Bank

PLAN DESCRIPTION: Fifth Third Bank is seeking authorization to construct a financial institution to be located at 2500 May River Crossing in the Town of Bluffton South Carolina. The project site is located within a previously developed commercial subdivision. Site lighting, landscaping and irrigation have been designed in compliance with the UDO standards. Building design is consistent with UDO standards. Application submittal complies with the requirements on the Highway Corridor application with the intent of securing the Certificate of Appropriateness. This submittal includes certified plans, digital files, recorded deed and plat, and the material samples.

PROJECT NAME: TOWNE CENTRE 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

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Active Cases

Certificate of Appropriateness

COFA-01-24-018868 01/17/2024 1 JCS CV COVE Certificate of Appropriateness Active Katie Peterson

Applicant: Pearce Scott Architects

Owner: GOF, LLC

PLAN DESCRIPTION: JC's Cove Rec Building: A request by Pearce Scott Architects, on behalf of the Owner, Jim Saba, for a review of a Certificate of Appropriateness - HD to construct a new 2-story recreation building of approximately 2,915SF to be located at 1 JCs Cove, identified by tax map number R610 039 000 1129 0000, zoned Agricultural, and located within the Highway Corridor Overlay district.

Status: The Conceptual Application was heard by the DRC at their February 21, 2024 meeting and comments provided to applicant. Awaiting final submittal.

PROJECT NAME: JC'S COVE

COFA-03-25-019625 03/04/2025 15 TOWNE DR DRIVE Certificate of Appropriateness Active Sam Barrow

Applicant: Dynamic Engineering Consultants, PC

Owner: Jane Cooper LLC

PLAN DESCRIPTION: A request by Dynamic Engineering Consultants, PC on behalf of owner Jane Cooper, LLC for review of a Certificate of Appropriateness - Highway Corridor Overlay District. The project consists of the renovation of the existing restaurant to a bank with drive through, and associated parking, landscaping, and infrastructure. The property consists of 0.77 acres identified by tax map number R610 031 000 1085 0000 within the Belfair Planned Unit Development located at 15 Towne Drive.

Status: The application was heard at the April 9, 2025, meeting of the Development Review Committee.

STATUS: A resubmittal was received on May 1, 2025. The COFA-HCO is tentatively scheduled to be placed on the June 25, 2025 Planning Commission agenda.

PROJECT NAME: BELFAIR TOWNE VILLAGE

Historic District

COFA-05-25-019747 05/13/2025 4 HEAD OF THE TIDE Certificate of Appropriateness Active Charlotte Moore

Applicant: Brown Contract Services, LLC

Owner: Henry Savage

PLAN DESCRIPTION: A request by Andrew Brown, Applicant, on behalf of Henry Savage, Owner, for review of a Certificate of Appropriateness - HD to expand the existing kitchen of a main residence by enclosing a 126 square foot portion of an existing side porch at 4 Head of the Tide, in Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD. (COFA-05-25-019747)

(06.01.2025): Concept Plan to be reviewed by HPRC on 06.09.2025.

STATUS: Application reviewed at June 9 HPRC meeting. Awaiting final submission.

PROJECT NAME: OLD TOWN



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Active Cases

Certificate of Appropriateness

COFA-11-21-016057 11/04/2021 58 CALHOUN ST Certificate of Appropriateness Active Katie Peterson

Applicant: Court Atkins Architects Inc

Owner: May River Montessori

PLAN DESCRIPTION: May River Montessori: Awaiting resubmittal:

A request by Court Atkins Architects, Inc., on behalf of the owner, May River Montessori, for review of a Certificate of Appropriateness- HD to allow the construction of a new 2-story building of approximately 5,800 SF located at 58 Calhoun Street, in the Old Town Bluffton Historic District and zoned Neighborhood Center-HD.

STATUS [11/5/2021]: The application is currently being reviewed by Staff for conformance with the Unified Development Ordinance (UDO), Traditional Construction Patterns, and any development plans associated with the parcel and is scheduled for review by the HPRC at the December 6, 2021 meeting.

STATUS [12/8/2021]: The application was reviewed at the December 6, 2021 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the approval of the Development Plan and submission of a final application for full HPC review.

STATUS [1.20.2023]: A Final Application has been received and the item is slated to be heard at the February 1, 2023 HPC meeting.

STATUS 2.1.2023: The Application was approved with conditions at the 2.1.23 HPC meeting. Staff is awaiting submittal of revised documents addressing all HPC Conditions.

3.27.2023: Revision received - Landscape Plan not in compliance and does not match DP. DP still not approved.

PROJECT NAME: OLD TOWN

COFA-03-25-019657 03/19/2025 36 WHARF STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Kingfisher Construction - USE THIS ACCOUNT

Owner: Kathy Barbina

PLAN DESCRIPTION: A request by Jaime Guscio (Kingfisher Construction), on behalf of owners, Kathy Barbina and Tim Harris, for review of a Certificate of Appropriateness-Historic District, to allow construction of a detached Carriage House of approximately 1200 SF located at 36 Wharf Street (Parcel R610 039 00A 0417 0000). The property is within the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).

STATUS (04.14.2025): Application reviewed at April 14 HPRC meeting. Awaiting resubmission.

STATUS (06.05.2025): Final Plan to be reviewed by HPC on July 2, 2025.

PROJECT NAME: OLD TOWN



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Town of Bluffton

Department of Growth Management

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Active Cases

Certificate of Appropriateness

COFA-04-24-019070 04/01/2024 42 WHARF ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: John Montgomery **Owner:** John Montgomery

PLAN DESCRIPTION: A request by John Montgomery, for review of a Certificate of Appropriateness-Historic District, to allow construction of a new 2-story Single Family Structure (approximately 2,120 SF) and 2-story Carriage House structure (approximately 1,120 SF) located at 42 Wharf Street (Parcel R610 039 00A 185A 0000). The property is within the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).

STATUS (04.17.2025): New Concept scheduled for review at April 28 HPRC meeting.

Application History

04.22.2024: Application reviewed at HPRC meeting. Awaiting final submission.

9/16/2024: Conceptual application under review and will be placed on the September 30, 2024 HPRC Agenda.

09.30.2024: Application reviewed at HPRC meeting. Awaiting final submission.

03.26.2025: Final submission submitted but requires revisions. May return to HPRC depending on changes.

04.22.2025: Third submission scheduled for April 28 HPRC meeting.

04.28.2025: Application reviewed at April 28 HPRC meeting. Awaiting final submission.

STATUS (06.11.2025): Final Plan approved by HPC with conditions. Awaiting final submission.

PROJECT NAME: OLD TOWN



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Town of Bluffton

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Active Cases

Certificate of Appropriateness

COFA-09-24-019336 09/13/2024 5812 GUILFORD PLACE Certificate of Appropriateness Active Charlotte Moore

Applicant: Court Atkins **Owner:** Walter Strong III

PLAN DESCRIPTION: A request by Court Atkins Architects, Inc., Applicant, on behalf of Property Owner, 5812 Guilford Place, LLC, for approval of a Certificate of Appropriateness-HD to construct a new 2-story main building of approximately 2,400 square feet and a connected 2-story carriage house of approximately 1050 square feet at 5812 Guilford Place in Old Town Bluffton Historic District and the Stock Farm Development. The property is zoned Neighborhood General-HD.

Existing Conditions

Currently, 5812 Guilford Place is an empty lot with trees and foliage. There is a 2 Story building to the East and an empty lot to the West, with residential construction on the other side of Guilford Place.

Proposed Building Construction

The proposed architectural program for the project is a 2 story main structure with a 1170 SF tenant space on the first floor and the 1250 SF Alair Homes office on the second floor. The adjacent connected carriage house has a 525 SF tenant space on each floor. The expected occupancy for each space is Business. There are two exterior stairs, one off of May River Road and the other between the structures.

There are two tabby parapet walls, similar in character to the adjacent Hair and So On Salon and nearby Kelly Caron Designs. Trellises wrap the two-story entry porch off of May River Road, allowing plants to climb the building.

The architectural massing of the building includes simple roof forms with standing seam and asphalt shingle roofing. The exterior materials for the building will be cementitious fiber siding (horizontal and vertical). The porch railing will be metal.

STATUS (10.04.2024): To be reviewed by HPRC October 7. Plans have changed since pre-application meeting.

STATUS 10.07.2024: HPRC meeting held October 7. COFA-HD scheduled for 12.04.2024 HPC meeting.

STATUS 12.04.2024: HPC approved application with conditions; awaiting resubmittal addressing those conditions.

PROJECT NAME: OLD TOWN



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Active Cases

Certificate of Appropriateness

COFA-03-25-019626 03/05/2025 106 BRIDGE ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Patrick Mason Custom Homes **Owner:** Jeff Zehel

PLAN DESCRIPTION: 106 Bridge (COFA-03-25-019626): A request by Patrick Mason (Patrick Mason Custom Homes), on behalf of the owner, Jeffrey Zehel, for review of a Certificate of Appropriateness-Historic District, to allow construction of a 1-story Main Residence of approximately 2,130 SF and a 2-story Carriage House of approximately 648 SF located at 106 Bridge Street (Parcel R610 039 00A 0423). The property is located in the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD). Scheduled for HPRC review on March 31, 2025.
(03.31.2025): Revisions will be reviewed at second HPRC meeting.
(04.29.2025): Second submission to be reviewed at May 12 HPRC meeting.
STATUS (05.12.2025): Reviewed at May 12 HPRC meeting. Awaiting final submission.

PROJECT NAME: OLD TOWN

COFA-04-25-019686 04/02/2025 215 GOETHE RD ROAD Certificate of Appropriateness Active Charlotte Moore

Applicant: Philipe Madhere **Owner:** Miguel Loarca

PLAN DESCRIPTION: A request by Phil Madhere, on behalf of the owner, Miguel Loarca (Leonex Construction Group), for review of a Certificate of Appropriateness-Historic District, to allow construction of a three-story mixed use Main Street Building (approximately 2,775 SF) and detached Carriage House (approximately 528 SF) located at 215 Goethe Road (Parcel R610 039 00A 0289 0000). The property is within the Old Town Historic District and is zoned Neighborhood Core-Historic District (NC-HD). STATUS (04.28.2025): Reviewed at April 28 HPRC meeting. Awaiting final submission.

PROJECT NAME: OLD TOWN



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Active Cases

Certificate of Appropriateness

COFA-05-24-019123 05/09/2024 128 BRIDGE ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Manuel Studio, LLC

Owner: Lynda Strong

PLAN DESCRIPTION: A request by Ansley H Manuel, Architect, on behalf of the Owner Lynda Lee Googe Strong, for review of a Certificate of Appropriateness - HD to construct a new 2-story Carriage House at 128 Bridge Street, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.
Status: Application is being reviewed and will be heard at the 6/3/2024 HPRC meeting.
Status 6.4.2024: Awaiting Final Submittal
Status 8.28.2024: The final submittal has been received and is tentatively scheduled for the October HPC Agenda.
STATUS 09.06.2024: Scheduled for October 2 HPC.
STATUS 10.02.2024: Approved by HPC with conditions to be shown on final plan submission.

PROJECT NAME: OLD TOWN

COFA-04-25-019700 04/10/2025 135 BRIDGE ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Tom Parker

Owner: Brenda Dunaway

PLAN DESCRIPTION: A request by Tom Parker Jr, on behalf of owner, Brenda Dunaway, for review of a Certificate of Appropriateness-Historic District, to allow construction of a Center Hall House of 5,240 SF and two Carriage Houses of 800 SF and 1,198 SF located at 135 Bridge Street located at 135 Bridge Street (Parcel R61003900A198B). The property is within the Old Town Historic District and is zoned Riverfront Edge Historic District (RV-HD).
(04.10.2025): Scheduled for May 5 HPRC meeting.
STATUS (05.06.2025): Reviewed at May 5 HPRC meeting. Awaiting final submission.
STATUS (05.08.2025): Scheduled for the June 11 HPC meeting.
STATUS (06.11.2025): Preliminary Final Plan approved with conditions that must be satisfied before the Final Plan can be stamped approved.

PROJECT NAME: OLD TOWN



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Active Cases					
Certificate of Appropriateness					
COFA-02-25-019610	02/20/2025	41 STOCK FARM RD ROAD	Certificate of Appropriateness	Active	Charlotte Moore
Applicant: Dylan and Amanda Mingard		Owner: Dylan and Amanda Mingard			
<p>PLAN DESCRIPTION: A request by Dylan and Amanda Mingard, applicants and property owners, for review of a Certificate of Appropriateness - HD to allow the construction of a 1-story Carriage House of approximately 792 SF, as well as a breezeway to connect the Carriage House and main structure, located at 41 Stock Farm Road in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.</p> <p>(03.18.2025): HPRC Review held. Awaiting final submission.</p> <p>STATUS (05.06.2025): Final Submission Received. Scheduled for June 11 HPC meeting.</p> <p>STATUS (06.11.2025): Preliminary Final Plan approved with conditions. Awaiting resubmittal.</p>					
PROJECT NAME:		OLD TOWN			
COFA-08-24-019275	08/09/2024	95 GREEN ST STREET	Certificate of Appropriateness	Active	Charlotte Moore
Applicant: Low Tide Designs, Inc.		Owner: Glenda Mikulak			
<p>PLAN DESCRIPTION: A request by Sam Liberti with Low Tide Designs, Inc., on behalf of the owner, Glenda Mikulak Roberts, for review of a Certificate of Appropriateness - HD to construct a new 2-story house of approximately 1,987 SF at 95 Green Street, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.</p> <p>Status: Application is being reviewed and has been placed on the September 3, 2024 HPRC Agenda. Status (9/4): Awaiting Final Plan submission.</p>					
PROJECT NAME:		OLD TOWN			
COFA-03-25-019628	03/05/2025	6 BLUE CRAB ST STREET	Certificate of Appropriateness	Active	Charlotte Moore
Applicant: Patrick Mason Custom Homes		Owner: Blue Crab LLC			
<p>PLAN DESCRIPTION: A request by Patrick Mason (Patrick Mason Custom Homes), on behalf of the owners, Blue Crab, LLC, for review of a Certificate of Appropriateness-Historic District, to allow construction of a 2-story Main Residence and attached Carriage House of approximately 3,335 SF located at 6 Blue Crab Street in the Tabby Roads Development (Lot 50, Parcel R610 039 000 1230 0000). The property is located in the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).</p> <p>STATUS: Scheduled for HPRC review on March 31, 2025.</p> <p>STATUS (03.31.2025): Revisions will be reviewed at second HPRC meeting.</p>					
PROJECT NAME:		OLD TOWN			



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Active Cases

Certificate of Appropriateness

COFA-05-18-011989 05/07/2018 27 BRIDGE ST Certificate of Appropriateness Active Katie Peterson

Applicant: Court Atkins Architects, Inc.

Owner: Mike Nerhus

PLAN DESCRIPTION: Residential: A Certificate of Appropriateness to allow the construction a new 1.5 story single-family residence of approximately 4,120 SF and a Carriage House structure of approximately 1,188 SF located at 27 Bridge Street, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD
STATUS: The application was reviewed at the May 21, 2018 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the submission of a final application for full HPC review.

STATUS: A revised conceptual application was received and will be heard at the February 28, 2022 meeting of the HPRC.

STATUS: The Application was heard at the April 7, 2022 meeting of the HPC and approved with conditions. Staff is awaiting submittal of revised materials addressing the HPC Conditions. Once received Town Staff will stamp the plans and issue the Final Certificate of Appropriateness.

PLANS APPROVED BY GLEN UMBERGER 8/24.

STATUS 6.13.23: Plans did not include any Landscape Conditions being met. Upon receipt of revised plans (5/24/23) addressing the Landscaping Conditions, additional changes to the structure and site plan were made. Awaiting resubmitted documents addressing comments resulting from modified plans and HPC Conditions of approval.

STATUS 8.7.2023: Approved - See Attached approval package.

STATUS 9.3.2024: Amendment 1 Approval.

STATUS 9.10.2024: Amendment 2 to allow a roof material change approved.

PROJECT NAME: OLD TOWN

COFA-05-25-019752 05/14/2025 43 THOMAS HEYWARD ST STREET Certificate of Appropriateness Active Sam Barrow

Applicant: GTH Construction LLC - USE THIS ACCOUNT

Owner: Megan Beach

PLAN DESCRIPTION: A request by George Hutson (Applicant), on behalf of Megan C. Beach (Property Owner) for review of a Certificate of Appropriateness - HD to allow a second-floor loft renovation to an existing single family detached residence to be located mostly within the existing hip roof and partially within a side shed roof addition. The property is located at 43 Thomas Heyward Street in the Old Town Bluffton Historic District and zoned Neighborhood General-Historic District (NG-HD) district. (COFA-05-25-019752) (STATUS) 06.09.2025. Application reviewed at June 9 HPRC. Awaiting final submission.

PROJECT NAME: OLD TOWN



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Active Cases

Certificate of Appropriateness

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 Greg Harrold, on behalf of the Owner, Bertha Wooten, for a review of a Certificate of Appropriateness - HD to construct a new 1-story single family residence (1,695 SF) with attached Carriage House (697 SF), to be located at 22 Bruin Road, in the Old Town Bluffton Historic district and zoned Neighborhood General- HD zoning District.

1.5.2024: The Application is being reviewed and will be placed on the 1/29/2024 HPRC Agenda.

1.30.24: Comments provided to the applicant. Awaiting final submittal.

(STATUS) 05.13.2025: Final Submittal received Scheduled for June 11 HPC meeting.

STATUS (06.11.2025): Preliminary Final Plan approved with conditions. Awaiting resubmission.

PROJECT NAME: OLD TOWN

COFA-11-23-018646 11/08/2023 5818 GUILFORD PLACE Certificate of Appropriateness Active Katie Peterson

Applicant: Court Atkins **Owner:** TripleBCo, LLC

PLAN DESCRIPTION: A request by Court Atkins Architects, Inc., on behalf of the owner, TripleBCo, LLC, for a review of a Certificate of Appropriateness - HD to construct a new 2-story commercial structure of approximately 2,290 SF, to be located at 5818 Guilford Place, Lot 13 in the Stock Farm Development, in the Old Town Bluffton Historic district and zoned Neighborhood General- HD zoning District.

Status: The Application is being reviewed and is slated to be placed on the December 11, 2023 HPRC Agenda.

The Final Application will be heard at the 2.7.2024 HPC meeting.

Approved 5.9.2024 See attached approval package.

PROJECT NAME: STOCK FARM



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Active Cases

Certificate of Appropriateness

COFA-11-24-019448 11/18/2024 3 BLUE CRAB ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Vaccaro Architect, Inc.

Owner: Jennifer and Carl Myers

PLAN DESCRIPTION: A request by Mike Vaccaro (Vaccaro Architecture, Inc.), on behalf of owners, Jennifer and Carl Myers, for review of a Certificate of Appropriateness - HD to allow the construction of a new 1.5-story Carriage House of approximately 678 SF and a new Carriage House of approximately 1013 SF attached to the main residence located at 3 Blue Crab Street in the Tabby Roads Development, Old Town Bluffton Historic District and zoned Neighborhood General-HD.
STATUS (12.09.2024): To be reviewed by HPRC on 12.16.2024.

PROJECT NAME: OLD TOWN

COFA-03-25-019654 03/18/2025 32 TABBY SHELL RD ROAD Certificate of Appropriateness Active Charlotte Moore

Applicant: Palmetto Star Construction LLC - USE THIS ACCOUNT

Owner: Scott Ready

PLAN DESCRIPTION: A request by Drew Vann (Palmetto Star Construction), on behalf of owner, Scott Ready, for review of a Certificate of Appropriateness-Historic District, to allow construction of a detached Carriage House of approximately 643 SF located at 32 Tabby Shell Road in the Tabby Roads Development (Lot 17, Parcel R610 039 000 1197 0000). The property is located in the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).
STATUS (04.28.2025): Reviewed at April 28 HPRC. Awaiting final submission.
STATUS (05.07.2025): Final Plan scheduled for June 11 HPC meeting.
STATUS (06.11.2025) Final Plan approved by HPC with conditions. Awaiting resubmittal.

PROJECT NAME: OLD TOWN



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Active Cases

Certificate of Appropriateness

COFA-11-24-019447 11/15/2024 71 BRIDGE ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Johns, Edwin Jr.

Owner: Jim & Julie Lewellyn

PLAN DESCRIPTION: A request by Ed Johns, Jr. (LowCountry Custom Built Homes), on behalf of owners, Jim and Julie Lewellyn, for review of a Certificate of Appropriateness - HD to allow the construction of a 2-story main residence of approximately 3412 SF and a 2-story Carriage House of approximately 1196 SF located at 71 Bridge Street (Parcel R610 039 00A 0248 0000) in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-Historic District (NCV-HD).
(12.09.2024): Scheduled for 12.16.2024 HPRC meeting.
(12.16.2024): Main structure size and height too large for district. Revision to be reviewed by HPRC.
STATUS (02.24.2025): Revisions provided; will be scheduled for March 10 HPRC meeting. Rescheduled for March 17.
STATUS (03.17.2025): HPRC review held. Awaiting final plan submission.
STATUS (04.29.2025): Final Plan received. Scheduled for June 11, 2025 HPC meeting.
STATUS (06.11.2025): Preliminary Final Plan approved with conditions that must be satisfied before final approval will be granted.

PROJECT NAME: OLD TOWN

COFA-04-25-019723 04/24/2025 54 STOCK FARM ROAD Certificate of Appropriateness Active Charlotte Moore

Applicant: Pearce Scott Architects

Owner: Erik & Paige Blechinger

PLAN DESCRIPTION: A request by Amanda Denmark (Pearce Scott Architects), on behalf of the owners, Erik and Paige Blechinger, for review of a Certificate of Appropriateness-Historic District, to allow construction of a 1.5-story Main Residence (an Additional Building Type) of approximately 3,008 SF and a 1-story detached Carriage House of approximately 602 SF located at 54 Stock Farm Road (Parcel R610 039 000 0324 0000). The property is in Old Town Historic District and zoned Neighborhood Conservation-Historic District (NCV-HD). (COFA-04-25-019626)
(05.10.2025) Application received. Scheduled for HPRC review on May 19.
STATUS (05.20.2025) Reviewed at May 19 HPRC meeting. Awaiting final submission.
STATUS (05.21.2025): The property was readdressed from 43 and 45 Verdier Cove Rd to 54 Stock Farm Rd.

PROJECT NAME: OLD TOWN



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Active Cases

Certificate of Appropriateness

COFA-03-25-019642 03/11/2025 89 BRIDGE ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Pearce Scott Architects Inc. - USE THIS ACCOUNT **Owner:** Jamie & Allyn Oliver

PLAN DESCRIPTION: A request by Amanda Denmark (Pearce Scott Architects), on behalf of owners, Jamie and Allyn Oliver, for review of a Certificate of Appropriateness-Historic District, to allow the conversion of an existing single-family residence into a bookstore with an associated icer located at 89 Bridge Street. The property is located in the Old Town Bluffton Historic District and is zoned Neighborhood Conservation-Historic District (NCV-HD).
STATUS: HPRC Review complete (April 7, 2025). Awaiting resubmission and Development Plan Review.
STATUS: Scheduled for July 11, 2025 HPC meeting.

PROJECT NAME: OLD TOWN

COFA-02-25-019576 02/03/2025 82 PRITCHARD ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Martelli Architects LLC **Owner:** Kim Driscoll

PLAN DESCRIPTION: A request by Keith Martelli (Martelli Architects), on behalf of the Owners, Mark and Kim Driscoll, for a review of a Certificate of Appropriateness - HD to alter an existing 2-story Carriage House of approximately 1198 square feet located at 82 Pritchard Street, in the Old Town Bluffton Historic district and zoned Neighborhood Conservation- HD zoning District. The Carriage House is presently a garage and second-story bonus floor. The double car garage will be converted into a single car garage with a partial living space (bedroom and bathroom). The second floor bonus space will be converted into a kitchen and living space. A rear patio will be added, and the existing stairwell will have treads and railings replaced.
(02.04.2025): Scheduled for February 24, HPRC meeting.
(02.24.2025): Awaiting submittal for HPC.
STATUS (05.12.2025): Submittal received. Scheduled for June 11 HPC meeting.
STATUS (06.11.2025): Final Plan approved by HPC with conditions. Awaiting resubmission.

PROJECT NAME: OLD TOWN



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Active Cases

Certificate of Appropriateness

COFA-05-24-019155 05/24/2024 68 PRITCHARD ST STREET Certificate of Appropriateness Active

Applicant: Tony Pressley **Owner:** Tony & Alyssa Pressley

PLAN DESCRIPTION: A request by Tony and Alyssa Pressley for review of a Certificate of Appropriateness - HD to construct a new 2-story Carriage House of approximately 800 SF at 68 Pritchard Street, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.
Status: The Conceptual Application will be reviewed at the June 17, 2024 HPRC meeting.
Status 6.20.2024: Awaiting final Submittal.
STATUS 10.07.2024: Final plan submitted; awaiting Town review.
STATUS 10.16.2024: Scheduled for November 6 HPC meeting.
STATUS (12.06.2024): Item was not scheduled for November agenda. Emailed applicant on 12.06.24 to check status of submission.
STATUS (01.31.2025): Emailed applicant with 2025 HPC submission schedule and meeting dates as there has been no contact since last Fall.
STATUS (06.11.2025): Preliminary Final Plan approved with conditions by HPC.

PROJECT NAME: OLD TOWN

COFA-08-24-019268 08/02/2024 60 BRUIN RD ROAD Certificate of Appropriateness Active Charlotte Moore

Applicant: Pearce Scott Architects **Owner:** Chris Dalzell

PLAN DESCRIPTION: A request by Sarah Kepple with Pearce Scott Architects, on behalf of the owners, Chris Dalzell and Prestige Worldwide Properties, LLC, for review of a Certificate of Appropriateness - HD to construct a new 2-story Commercial Office structure of approximately 4,220 SF and Commercial Carriage House of approximately 1,100 SF at 60 Bruin Road, Lot 23 in the Tabby Roads Development, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD
Status: Conceptual application is being reviewed and will be placed on the August 26, 2024 HPRC Agenda.
STATUS: HPRC meeting held. Awaiting resubmittal to take back to HPC.
STATUS (12.16.2024): Scheduled for January 8, 2025 HPC meeting.
STATUS (01.08.2025): Final Plan approved with conditions by HPC. Awaiting resubmittal of plan to show conformance.

PROJECT NAME: OLD TOWN



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Certificate of Appropriateness

COFA-11-23-018694 11/28/2023 1 BLUE CRAB STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Court Atkins

Owner: Palmetto Pops

PLAN DESCRIPTION: A request by Court Atkins Group, on behalf of the owner, April Perez, for a review of a Certificate of Appropriateness - HD to construct a new 2.5 story live/work building of approximately 3,180 SF with business and production facility on the first floor and a 1.5-story residential unit above, and a 2-story Carriage House of approximately 1,060 SF, to be located at 1 Blue Crab Street, Lot 27 in the Tabby Roads Development, in the Old Town Bluffton Historic district and zoned Neighborhood General - HD zoning District.

Status: Application is on HOLD. See attached email.

STATUS 5.10.2024: Hold has been removed and application has been placed on the May 20, 2024 HPRC Agenda.

Status 5.21.2024: Application was heard at the May 20th HPRC meeting where comments were provided to the applicant. Awaiting final submittal.

STATUS (11.06.2024): Scheduled for December HPC meeting.

STATUS (12.04.2024): Application approved with conditions at 12.04.2024 HPC meeting. Awaiting resubmittal addressing conditions.

PROJECT NAME: OLD TOWN

COFA-01-25-019522 01/03/2025 15 MERIWETHER COURT Certificate of Appropriateness Active Charlotte Moore

Applicant: MHB, LLC

Owner: BFL Builders, LLC

PLAN DESCRIPTION: A request by BFL Builders, owner and applicant, for review of a Certificate of Appropriateness-Historic District, to allow construction of a single-family residence of approximately 1,637 SF and an attached Carriage House of approximately 840 SF located at 15 Meriwether Court in the Landon Oaks Development (Parcel R610 039 00A 0388 000). The property is in Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).

(04.17.2025): Scheduled for May 5, 2025 HPRC meeting

STATUS (05.06.2025): Reviewed at May 5 HPRC meeting. Awaiting Final Plan submission.

STATUS (06.11.2025): Reviewed at HPC meeting and continued to the July 2 HPC meeting.

PROJECT NAME: OLD TOWN

Historic District - Demolition



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Town of Bluffton

Department of Growth Management

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20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Active Cases

Certificate of Appropriateness

COFA-04-25-019719 04/23/2025 34 THOMAS HEYWARD ST STREET Certificate of Appropriateness Active Glen Umberger

Applicant: Jason Alexander

Owner: Jason Alexander

PLAN DESCRIPTION: A request by Jason Alexander, Applicant and Property Owner, for review of a Certificate of Appropriateness-Historic District-Demolition, to allow the demolition of an existing house located at 34 Thomas Heyward Street (Parcel R610 039 00A 0223 0000). The cottage is a Contributing Resource to the Old Town Bluffton Historic District and is known as the Nellie and Leroy Brown Cottage. The property is zoned Neighborhood Conservation-Historic District (NCV-HD).
STATUS (05.15.2025): Concept Plan to be reviewed by the HPRC on May 27.
STATUS 906.05.2025) Application will be heard by the HPC on July 2

PROJECT NAME: OLD TOWN

COFA-03-25-019646 03/13/2025 5 LAWTON ST STREET Certificate of Appropriateness Active Sam Barrow

Applicant: Manuel Studio, LLC

Owner: James W. Jeffcoat Revocable Trust

PLAN DESCRIPTION: A request by Ansley Manuel (Manuel Studio), on behalf of the owner, James W. Jeffcoat Revocable Trust, for the review of a Certificate of Appropriateness-HD to allow the demolition of a non-contributing storage shed located at 5 Lawton Street in the Old Town Bluffton Historic District within the Neighborhood Center - HD zoning district.
STATUS: Concept Plan to be reviewed by HPRC April 14.
STATUS: Final Plan to be reviewed by HPC on July 2, 2025.

PROJECT NAME: OLD TOWN

Total Certificate of Appropriateness Cases: 34

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

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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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; ANN-11-23-018624, CPA-01-24-018845, ZONE-01-24-018840 (Map), ZONE-02-24-018991 (Text), and DAA-01-24-018842.

STATUS: Comments on the associated Concept Plan Amendment were heard at the March 27, 2024 meeting of the DRC.

STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.

STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment was held at the July 24, 2024, Planning Commission meeting.

STATUS: The Ordinance 1st Reading took place at the September 10, 2024 Town Council Meeting.

STATUS: The Ordinance 2nd Reading and final reading took place at the November 12, 2024 Town Council meeting.

PROJECT NAME:

Total Comprehensive Plan Amendment Cases: 1

Concept Plan Amendment

Concept Plan Amendment

CPA-11-24-019441 11/08/2024 Concept Plan Amendment Active Dan Frazier

Applicant: Lauren Niemiec **Owner:** MFH LAND, LLC

PLAN DESCRIPTION: Applicant is requesting to convert commercial development to allocate for residential development for property owner by MFH Land, LLC with the community of New Riverside Village. The owner would like to convert seven and 29/100 acres of its commercial development into additional twenty-nine (29) units of residential allocation allowed by right under the terms of the Jones Estate Development Agreement and the New Riverside Concept Plan, both as amended, and the Partial Assignment of Development Right's and Obligations under Concept Plan.

PROJECT NAME: NEW RIVERSIDE VILLAGE



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Active Cases

Concept Plan Amendment

CPA-05-25-019741 05/08/2025 335 BUCKWALTER PKWY PARKWAY Concept Plan Amendment Active Dan Frazier

Applicant: Livewell Terrace, LP **Owner:** Beaufort County Memorial Hospital

PLAN DESCRIPTION: 120 Unit Affordable Apartment Complex and 6000SF Medical Office Building.

PROJECT NAME:

Total Concept Plan Amendment Cases: 2

Dev Agreement Amendment

PUD

DAA-05-25-019739 05/08/2025 335 BUCKWALTER PKWY PARKWAY Dev Agreement Amendment Active Dan Frazier

Applicant: Livewell Terrace, LP **Owner:** Beaufort County Memorial Hospital

PLAN DESCRIPTION: 120 Unit Affordable Apartment Complex and 6000SF Medical Office Building.

PROJECT NAME:

DAA-02-25-019617 02/26/2025 380 FORDING ISLAND RD ROAD Dev Agreement Amendment Active Dan Frazier

Applicant: Beaufort County School District **Owner:** Indian Hill Associates LLC

PLAN DESCRIPTION: Amendment to the terms and obligations for the construction of the future North South Connector Road as established by the Buckwalter Development Agreement & Concept Plan 9th Amendment and other terms deemed necessary for certain properties located at 380 Fording Island Rd that are part of the Willow Run Tract which the Beaufort County School District has under contract.

PROJECT NAME:



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Dev Agreement Amendment

DAA-11-24-019440 11/08/2024 Dev Agreement Amendment Active Dan Frazier

Applicant: Lauren Niemiec

Owner: MFH LAND, LLC

PLAN DESCRIPTION: Applicant is requesting to convert commercial development to allocate for residential development for property owner by MFH Land, LLC with the community of New Riverside Village. The owner would like to convert seven and 29/100 acres of its commercial development into additional twenty-nine (29) units of residential allocation allowed by right under the terms of the Jones Estate Development Agreement and the New Riverside Concept Plan, both as amended, and the Partial Assignment of Development Right's and Obligations under Concept Plan.

PROJECT NAME:

Total Dev Agreement Amendment Cases: 3

Development Plan

Development Plan

DP-10-23-018541 10/05/2023 3000 BIG HOUSE PLANTATION ROAD Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT

Owner:

PLAN DESCRIPTION: A request by Drew Lonker of Thomas & Hutton, on behalf of Palmetto Bluff Uplands, LLC, for approval of a preliminary development plan. The project consists of general clearing, installation of water and sewer utilities, 2 sanitary sewer pump stations, dry utilities, storm drainage infrastructure and a pervious paver roadway to serve the proposed 31 single-family residential lots. The property is zoned Palmetto Bluff Planned Unit Development and consists of +/- 52.8 acres identified by tax map numbers R614 057 000 0001 0000 and R614 058 000 0001 0000, located east of the intersection of Old Anson Road and Bighouse Plantation Road, and includes Long Island and the adjacent causeway.
STATUS 11/9/23: Staff comments on the preliminary development plan application were heard at the November 8, 2023, meeting of the DRC. Awaiting final development plan submittal.

PROJECT NAME: Palmetto Bluff



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Town of Bluffton

Department of Growth Management

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20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Development Plan

DP-02-25-019603 02/19/2025 Development Plan Active Dan Frazier

Applicant: University Investments LLC

Owner: University Investments

PLAN DESCRIPTION: A request by Jake Reed on behalf of University Investments, LLC for approval of a Preliminary Development Plan application. The project consists of two commercial buildings with associated infrastructure. The property is within the Buckwalter PUD consists of approximately 8.8 acres identified by tax map number R610 030 000 0116 0000 and located at east of Buckwalter Parkway south of Buckwalter Towne Boulevard.

STATUS: This item was heard at the March 26, 2025 Development Review Committee meeting.

STATUS: This item was conditionally approved at May 28, 2025 Planning Commission meeting subject to the following:

1. Provide an exhibit at time of final development plan submittal that illustrates how a future alignment of Bluffton Parkway (80-ft right-of-way) could be built on the subject property with the currently proposed Parcel 11A site plan layout.

PROJECT NAME:

DP-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 were heard at the April 17, 2024 meeting of the DRC. Awaiting final submittal.

STATUS: The Final Development Plan will be heard at the June 25, 2025 Development Review Committee meeting.

PROJECT NAME:



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Development Plan					
DP-02-23-017662	02/09/2023	1215 MAY RIVER ROAD	Development Plan	Active	Dan Frazier
Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT		Owner: ERB Enterprises, LLC			
<p>PLAN DESCRIPTION: A request by Anna Petitgout of Ward Edwards Engineering on behalf of Ed Goeas of ERB Enterprises LLC for approval of a preliminary development plan application. The applicant proposes to construct site infrastructure, including an internal streetscape, drives, parking, walks, utilities, drainage, and stormwater to serve four mixed-use lots, one commercial lot and four residential lots. The subject property contains three lots zoned Neighborhood General – HD (NG-HD), one lot zoned Neighborhood Core (NC), and two lots zoned Residential General (RG) and consists of 3.43 acres identified by tax map numbers R610 039 000 0114 0000, R610 039 000 0093 0000, R610 039 000 0094 0000, R610 039 000 0095 0000, R610 039 000 0096 0000, R610 039 000 0107 0000 located at 1203 – 1217 May River Road and 15 - 19 Jason Street, STATUS: Comments on the preliminary development plan were reviewed at the June 14, 2023, meeting of the DRC.</p> <p>STATUS: The preliminary development plan was approved at the September 27, 2023, Planning Commission meeting. Awaiting final development plan submittal.</p> <p>STATUS: The final development plan was heard at the July 10, 2024 meeting of the DRC.</p> <p>STATUS: A final development plan resubmittal was received on 9/10/24.</p> <p>STATUS 4/21/25: The project is awaiting an approved SCDOT Encroachment Permit.</p>					
PROJECT NAME:		VAUX PROPERTY			
DP-03-25-019635	03/10/2025	21 MAIDEN LN LANE	Development Plan	Active	Dan Frazier
Applicant: Sturre Engineering		Owner: Hinton Vacation Properties			
<p>PLAN DESCRIPTION: A request by Sturre Engineering, on behalf of Hinton Vacation Properties for approval of a Preliminary Development Plan application. The project proposes the development of a 10 (10) lot mixed-use subdivision containing eight (8) single family residential lots and two mixed used lots with common open space and associated infrastructure. The properties are zoned Neighborhood General - Historic District (NG-HD) and consists of 3.58 acres identified by tax map numbers R610 039 00A 0042 0000 and R610 039 00A 042A 0000 located south of Bruin Road west of Pritchard Street.</p> <p>STATUS: This item was heard at the April 9, 2025, Development Review Committee meeting.</p>					
PROJECT NAME:		OLD TOWN			



Growth Management Application Update Report

Town of Bluffton

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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-10-24-019406	10/16/2024		Development Plan	Active	Dan Frazier
Applicant: William Heintz Owner: Rolling Dough Properties LLC					
PLAN DESCRIPTION: A request by William Heintz of Kimley-Horn, on behalf of Rolling Dough Properties, LLC, for approval of a Preliminary Development Plan. The project consists of a 4,400 SF quick service restaurant with associated parking and infrastructure. The property is zoned Buckwalter PUD and consists of approximately 1.52 acres identified by tax map number R610 030 000 2002 000 and located at the southeast corner of Buckwalter Place Blvd and Innovation Drive within the Buckwalter Place Master Plan.					
STATUS: This application was heard at the November 20, 2024 Development Review Committee meeting.					
STATUS: The preliminary development plan application was approved at the January 22, 2025, Planning Commission meeting. Awaiting final development plan submittal.					
PROJECT NAME: Buckwalter					



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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:			
<p>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.</p> <p>STATUS: Staff comments were heard at the June 28, 2023, meeting of the DRC. Awaiting re-submittal.</p> <p>STATUS: The preliminary development plan was resubmitted on 11/22/23.</p> <p>STATUS: The Preliminary Development Plan was approved at the 12/20/23 Planning Commission Meeting. Awaiting final development plan submittal.</p>					
PROJECT NAME:					
DP-08-22-017074	08/12/2022		Development Plan	Active	Dan Frazier
Applicant: Thomas & Hutton		Owner:			
<p>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.</p> <p>STATUS: Staff comments were reviewed at the September 14, 2022 meeting of the DRC.</p> <p>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.</p>					
PROJECT NAME:					
DP-02-25-019581	02/04/2025	335 BUCKWALTER PARKWAY	Development Plan	Active	Dan Frazier
Applicant: Carolina Engineering Consultants, Inc.		Owner: Beaufort County			
<p>PLAN DESCRIPTION: Proposing a 120 unit apartment complex with a leasing office and a future medical building.</p>					
PROJECT NAME:		Buckwalter			



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Active Cases

Development Plan

DP-03-25-019673 03/27/2025 121 BURNT CHURCH RD ROAD Development Plan Active Dan Frazier

Applicant: Anthony Morse **Owner:** My-Nash Realty Corp

PLAN DESCRIPTION: A request by Anthony Morse on behalf of the property owner My-Nash Realty Corp for review of a preliminary development plan. The project consists of a 4,464 SF commercial building with drive through, parking and associated infrastructure. The property is zoned Neighborhood Core (NC) and consists of approximately 0.83 acres identified by tax map number R610 040 000 0164 0000 and located within the Highway Corridor Overlay District.
STATUS: The preliminary development plan was reviewed at the May 21, 2025, DRC Meeting.
STATUS: This item will be heard at the June 25, 2025 Planning Commission meeting.

PROJECT NAME: LEE/BURNT CHURCH RD

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 was heard at the May 1, 2024, meeting of the DRC.
STATUS: The project is awaiting NPDES approval.
STATUS 12/26/24: The Applicant will submit a revised final development plan application to show 9 lots. This application will be routed for a 10-day review prior to going to DRC for consideration.
STATUS 5/20/25: The Applicant has provided a Final Development Plan resubmittal. It was heard at the 5/28 Development Review Committee meeting.

PROJECT NAME:



Growth Management Application Update Report

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Development Plan					
DP-03-25-019666	03/24/2025	2901 MAY RIVER XING CROSSING	Development Plan	Active	Dan Frazier
Applicant: Angelina Makowski Owner: First Chatham Bank					
PLAN DESCRIPTION: A request by Angelina Makowski of BDG Architects on behalf of property owner, First Chatham Bank, for approval of a Preliminary Development Plan application. The project consists of the construction of a new freestanding 2,400 SF bank facility with associated parking, landscaping, and infrastructure. The property is within the Jones Estate Planned Unit Development (PUD) consists of 1.33 acres identified by tax map number R610 036 000 3213 0000 within the May River Crossing Master Plan north of May River Road east of May River Crossing. STATUS: This application was heard at the April 30, 2025 Development Review Committee meeting. STATUS: This application will be heard at the June 25, 2025 Planning Commission meeting.					
PROJECT NAME: TOWNE CENTRE AT NEW RIVERSIDE					
DP-12-24-019469	12/02/2024	32 BRUIN ROAD	Development Plan	Active	Dan Frazier
Applicant: Witmer Jones Keefer Ltd. Owner: ABPAL, LLC					
PLAN DESCRIPTION: A request by Daniel Keefer of Witmer Jones Keefer, Ltd., on behalf of James Atkins of ABPAL, LLC for approval of a Preliminary Development Plan. The project proposes two commercial lots, including an existing office and a maximum 1,200 SF accessory structure on Lot 1, and an approximate 3,000 SF two-story office/retail build and maximum 1,200 SF accessory structure on Lot 2, parking and associated infrastructure. The property is zoned Neighborhood General - Historic District (NC-HD) and consists of approximately 1.22 acres identified by tax map number R610 039 000 0274 0000 and located on the corner of Bruin Road and Pritchard Street. STATUS: This item will be heard at the January 8, 2025 Development Review Committee meeting. STATUS: The Applicant provided a resubmittal on February 7, 2025. STATUS: The Preliminary Development Plan application was approved as submitted at the March 26, 2025 Planning Commission meeting. Awaiting final development plan submittal. STATUS: The Final Development Plan will be heard at the June 25, 2025 Development Review Committee meeting.					
PROJECT NAME: OLD TOWN					



Growth Management Application Update Report

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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-10-24-019391 10/10/2024 Development Plan Active Dan Frazier

Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT

Owner: Eric Zwilsky

PLAN DESCRIPTION: A request by Brad Buss of Ward Edwards Inc., on behalf of Eric Zwilsky of 1 Corinthians, LLC, for approval of a Preliminary Development Plan. The project consists of a 15,400 SF basketball-focused fitness facility with associated access, parking, utilities and stormwater infrastructure. The property is zoned General Mixed Use (GMU) and consists of approximately 6.0 acres identified by tax map numbers R610 031 000 0212 0000 and R610 031 000 0173 0000.

STATUS: This item was heard at the November 13, 2024 Development Review Committee meeting.

STATUS: This request has been added to the December 18, 2024 Planning Commission agenda.

STATUS: The Preliminary Development Plan was APPROVED. Awaiting final development plan submittal.

PROJECT NAME: WESTBURY PARK COMMERCIAL



Growth Management Application Update Report

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Active Cases

Development Plan

DP-10-24-019407 10/18/2024 45 CAMP EIGHT ROAD Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT

Owner: Palmetto Bluff Uplands, LLC / May River Forest, LLC

PLAN DESCRIPTION: Palmetto Bluff is continuing development with the Commissary Campus. The project is located within the Palmetto Bluff PUD at the southwestern corner of the Old Moreland Road and Laurel Oak Bay Road intersection, north of The Farm.
The project area includes parcels R614-045-000-0026-0000 and R614-046-000-0062-0000. The total project area is +/- 38.4 acres. The Project scope shall consist of general clearing, grading, water, storm, and sewer infrastructure, and parking areas to serve the commissary kitchen building, storage structure, and future development within the project area.

PROJECT NAME: PALMETTO BLUFF PHASE 1

DP-04-25-019712 04/15/2025 89 BRIDGE STREET Development Plan Active Dan Frazier

Applicant: Witmer Jones Keefer Ltd.

Owner: Jamie & Allyn Oliver

PLAN DESCRIPTION: A request by Jonathan Marsh of Witmer Jones Keefer, Ltd., on behalf of property owners Jamie and Allyn Oliver for approval of a Preliminary Development Plan. The project consists of the renovation of the existing 1,769 SF residential structure into a proposed bookstore and icery with associated parking and infrastructure. The property is zoned Neighborhood Conservation - Historic District (NC-HD) and consists of approximately 0.3 acres identified by tax map number R610 039 00A 0324 0000 and located at 89 Bridge Street in Old Town Bluffton Historic District.
STATUS: This item was heard at the May 21, 2025 Development Review Committee meeting.
STATUS: This item will be heard at the June 25, 2025 Planning Commission meeting.

PROJECT NAME: OLD TOWN



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

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			
<p>PLAN DESCRIPTION: A request by Jonathan Marsh of Witmer Jones Keefer, Ltd, on behalf of the property owner, Eugene Marks of JOHA LLC, for approval of a preliminary development plan. The project proposes the installation of site infrastructure including internal drive, access, parking, walks, utilities, drainage, and stormwater infrastructure to support one existing residential unit and the future development of three mixed-use commercial lots and two mixed-use carriage houses for a combined total square footage of +/- 19,100 SF. The property is zoned Neighborhood Commercial – Historic District (NC-HD) and consists of approximately 0.79 acres identified by tax map number R610 039 00A 0021 0000 located at the northeast corner of Bluffton Road and Bruin Road.</p> <p>Status: Staff comments on the preliminary development plan was heard at the May 1, 2024, meeting of the DRC.</p> <p>Status: The preliminary development plan application was approved at the June 26, 2024 Planning Commission agenda. Awaiting final development plan submittal.</p>					
PROJECT NAME:		OLD TOWN			
DP-06-25-019796	06/10/2025		Development Plan	Active	Dan Frazier
Applicant: Kathleen Duncan		Owner: Speyside Partners LLC			
<p>PLAN DESCRIPTION: Applicant is proposing Child Care Center with 13 classrooms, 1 STEM room with an estimated staff of 26 persons.</p>					
PROJECT NAME:		WASHINGTON SQUARE			
DP-01-25-019535	01/13/2025		Development Plan	Active	Dan Frazier
Applicant: R. Stewart Design, LLC		Owner: Olympia Rymko			
<p>PLAN DESCRIPTION: A request by Randolph Stewart , on behalf of Olympia Rymko for approval of a Preliminary Development Plan application. The project consists of lots, each with one mixed use building and one carriage house with associated infrastructure. The property is zoned Neighborhood Center - Historic District and consists of approximately 0.29 acres identified by tax map numbers R610 039 00A 0254 0000 and R610 039 00A 0385 0000 located on the northeast corner of Boundary Street and Green Street.</p> <p>STATUS: This item was heard at the February 19, 2025 Development Review Committee meeting. Awaiting Resubmittal.</p> <p>STATUS: A resubmittal was received on 4/15/25. The project is tentatively scheduled to be heard at the May 28, 2025, Planning Commission meeting.</p>					
PROJECT NAME:		OLD TOWN			



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Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Development Plan					
DP-06-24-019163	06/06/2024	87 SIMMONSVILLE ROAD	Development Plan	Active	Dan Frazier
Applicant: Carolina Engineering Consultants, Inc.		Owner: One Bluff Park LLC			
<p>PLAN DESCRIPTION: A request by David Karlyk, PE of Carolina Engineering, on behalf of One Bluff Park for approval of a Preliminary Development Plan. The project consists of constructing a 4,265 sq. ft. automated car wash with associated parking and infrastructure. The property is zoned Shultz PUD and consists of approximately 1.49 acres identified by tax map number R610 031 000 1691 0000 and located at the northeast corner of Bluffton Parkway and Simmonsville Road within the Bluffton Park Master Plan.</p> <p>STATUS: The preliminary development plan was heard at the Development Review Committee meeting on July 17, 2024. A resubmittal was provided on July 22, 2024.</p> <p>STATUS: The Preliminary Development Plan was approved at the 8/28/24 Planning Commission Meeting. Awaiting final DP submittal.</p>					
PROJECT NAME:		BUCK ISLAND/SIMMONSVILLE			
DP-06-25-019806	06/18/2025	1271 MAY RIVER RD ROAD	Development Plan	Active	Dan Frazier
Applicant: Kathleen Duncan		Owner: Sharan Patel			
<p>PLAN DESCRIPTION: Proposing a mixed-use professional building (2.5 stories) and carriage house (2 stories). The building will remain under the ownership of Ms. Patel. The specific tenets are to be determined. Possible tenet uses may include office/service, retail business, personal service establishment, professional office, or medical office. The professional building offers 2 residential units on the second floor and 2 residential units on the half story on the 3rd floor. The carriage house also offers an accessory dwelling unit on the second floor.</p>					
PROJECT NAME:		OLD TOWN			
DP-04-25-019716	04/18/2025	201E MIDPOINT BOULEVARD	Development Plan	Active	Dan Frazier
Applicant: Thomas & Hutton - USE THIS ACCOUNT		Owner:			
<p>PLAN DESCRIPTION: A request by John Paul Moore of Thomas and Hutton on behalf of Sam Bellock of Pulte Home Company for approval of a preliminary development plan application. The project consists of 66 single family residential lots, open space, and associated infrastructure. The property is zoned New Riverside Planned Unit Development and consists of approximately 33.0 acres identified by tax map number R610 044 000 0012 0000 located within the Midpoint at New Riverside Concept Master Plan.</p> <p>STATUS: This Preliminary Development Plan will be heard at the May 21, 2025 Development Review Committee meeting.</p>					
PROJECT NAME:		MIDPOINT AT NEW RIVERSIDE			



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Development Plan					
DP-06-22-016804	06/01/2022	6201 JENNIFER CT	Development Plan	Active	Dan Frazier
Applicant: Witmer-Jones-Keefer, Ltd. Owner: Michael Bradley Holdings, LLC					
PLAN DESCRIPTION: A request by Witmer Jones Keefer, Ltd for approval of a preliminary development plan application. The project proposes the construction of a ±50,000 SF two-story building that includes a +/-20,000 square foot production brewery, and a +/-30,000 square foot space allocated to restaurant tenants, retail tenants, business offices, and a tasting room. The property is zoned Neighborhood Core (NC), identified by tax map numbers R610 039 000 0021 0000, R610 039 000 0756 0000, and R610 039 000 0757 0000 and located on three existing lots on Jennifer Court at the intersection of Buck Island Road and May River Road. STATUS UPDATE: Staff comments were heard at the July 6 meeting of the DRC. STATUS UPDATE: The application was approved with conditions at the August 24, 2022, Planning Commission meeting. STATUS UPDATE: Staff comments on the final development plan were heard at the November 30, 2022 meeting of the DRC. STATUS UPDATE: Final development plans were resubmitted on December 7, 2023. STATUS UPDATE: Staff provided the applicant with comments on the final development plan re-submittal on December 22, 2023. STATUS: Awaiting resubmittal.					
PROJECT NAME: BUCK ISLAND/SIMMONSVILLE					
DP-03-24-019067	03/26/2024	2800 MAY RIVER CROSSING	Development Plan	Active	Dan Frazier
Applicant: Ryan Lyle Owner: First Chatham Bank					
PLAN DESCRIPTION: A request by Ryan Lyle of Davis & Floyd, Inc on behalf of Russell Baxley of Beaufort Memorial Hospital for approval of a preliminary development plan. The project consists of the construction of a 5,000 SF medical office building with associated parking and pedestrian access. The property is zoned Jones Estate Planned Unit Development and consists of approximately 1.37 acres identified by tax map number R610 036 000 3212 0000 and located within the May River Crossing Master Plan. Status: Staff comments on the preliminary development plan were heard at the May 1, 2024, meeting of the DRC. Resubmittal was made 5/14/24 for June 26, 2024 Planning Commission consideration. Status: The preliminary development plan application was conditionally approved at the June 26, 2024 Planning Commission meeting. Awaiting final development plan submittal.					
PROJECT NAME: May River Crossing					



Growth Management Application Update Report

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Development Plan					
DP-08-23-018338	08/01/2023	1 JCS COVE	Development Plan	Active	Dan Frazier
Applicant: Sturre Design & Development, LLC		Owner: James Saba			
<p>PLAN DESCRIPTION: A request by Nathan Sturre of Sturre Engineering on behalf of the property owner James Saba, for approval of a preliminary development plan application. The project proposes the construction of a 2,786 SF recreation building to serve the six (6) single family residences at JC's Cove. The property is zoned Agriculture (AG) and consists of 1.53 acres identified by tax map number R610 039 000 1129 0000 located on the south side of May River Road approximately 1,200 feet east of Buck Island Road.</p> <p>STATUS: Staff comments on the preliminary development plan was reviewed at the September 6, 2023 meeting of the DRC.</p> <p>STATUS: The preliminary development plan was heard at the September 27, 2023, Planning Commission meeting. Conceptual COFA was heard at the 2/21/24 DRC meeting. Awaiting final development plan submittal.</p>					
PROJECT NAME:		JC'S COVE			
DP-09-24-019351	09/19/2024	45 CAMP EIGHT ROAD	Development Plan	Active	Dan Frazier
Applicant: Thomas & Hutton - USE THIS ACCOUNT		Owner: Palmetto Bluff Uplands, LLC / May River Forest, LLC			
<p>PLAN DESCRIPTION: A request by Drew Lonker of Thomas and Hutton on behalf of May River Forest, LLC for approval of a Preliminary Development Plan. The project consists of 59 single family residential lots and associated infrastructure. The property is zoned Palmetto Bluff Planned Unit Development and consists of approximately 80.1 acres identified by tax map number R614 045 000 0026 0000, R610 045 000 0576 0000, R614 046 000 0062 0000, R614 046 000 0401 0000 located at the intersection of Old Moreland Road and Laurel Oak Bay Road within the Palmetto Bluff Tract Master Plan.</p> <p>STATUS: This item was heard at the October 23, 2024 Development Review Committee Meeting. Awaiting final development plan submittal.</p>					
PROJECT NAME:		PALMETTO BLUFF PHASE 1			
DP-07-24-019259	07/30/2024	1W WHITEHOUSE PLANTATION ROAD	Development Plan	Active	Dan Frazier
Applicant: Thomas & Hutton - USE THIS ACCOUNT		Owner: Will Howard			
<p>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 scope consists of general clearing, installation of water and sewer utilities, a sanitary sewer pump station, dry utilities, storm drainage infrastructure and a asphalt roadway to serve the proposed 12 single-family residential lots. The property consists of approximately 27.35 acres identified by tax map numbers R614 045 000 0024 0000 and R614 046 000 0062 0000 and located within the Palmetto Bluff PUD.</p> <p>STATUS: This item was heard at the September 4, 2024 Development Review Committee meeting. Awaiting resubmittal.</p>					
PROJECT NAME:					



Growth Management Application Update Report

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Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Development Plan

DP-02-25-019597 02/14/2025 11 GRASSEY LANE Development Plan Active Dan Frazier

Applicant: Sturre Design & Development, LLC **Owner:** Cornerstone Church

PLAN DESCRIPTION: A request by Sturre Engineering on behalf of Cornerstone Church for approval of a Preliminary Development Plan application. The project consists of site improvements to accommodate a new assembly hall and offices for church operations including stormwater, parking and associated infrastructure. The property is zoned Agricultural (AG) and Rural Mixed Use (RMU) and consists of approximately 41.3 acres identified by tax map number R610 036 000 0014 0000 and located south of May River Road approximately 600 feet east of Stardust Lane.

STATUS: This item was heard at the March 26, 2025 Development Review Committee meeting.

STATUS: This item will be heard at the April 23, 2025 Planning Commission Meeting.

PROJECT NAME: NEW RIVERSIDE VILLAGE

Public Project

DP-04-25-019705 04/14/2025 62 OLD PALMETTO BLUFF RD ROAD Development Plan Active Dan Frazier

Applicant: BJWSA **Owner:** BJWSA

PLAN DESCRIPTION: A request by Beth Lowther on behalf of Beaufort-Jasper Water & Sewer Authority (BJWSA) for approval of a Public Project. The project consists of the installation of approximately 18,225 linear feet of HDPE low pressure sewer lines and 12,200 linear feet of water lines and related infrastructure to provide service to 39 properties. The properties located within Town of Bluffton jurisdiction are zoned Planned Unit Development (PUD) and located within the May River Road, Stoney Creek Drive, Palmetto Bluff Road, and associated side streets right-of-way.

STATUS: This Public Project (Phase 1) application was heard at the April 30, 2025 Development Review Committee Meeting.

STATUS 5/1/25: SCIIP May River/Stoney Creek Water & Sewer Improvements Phase 1 (Public Project) is APPROVED.

STATUS: SCIIP May River/Stoney Creek Water & Sewer Improvements Phase 2 was heard at the June 4, 2025 DRC Meeting.

PROJECT NAME:



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20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Development Plan

DP-10-24-019422 10/30/2024 72 BRIDGE ST STREET Development Plan Active Dan Frazier

Applicant: Kathleen Duncan

Owner: Town of Bluffton

PLAN DESCRIPTION: A request by Kathleen Duncan of J.K. Tiller Associates, on behalf of the Town of Bluffton, for the approval of a Public Project. The project proposes the redevelopment of the Sarah Riley Hooks Cottage. The property is identified by tax map numbers R610 039 00A 159B 0000, R610 039 00A 159A 0000, and R610 039 00A 0159 0000, consists of 0.948 acres and is located at 76 Bridge Street in the Neighborhood General Historic District.

STATUS: This item will be heard at the November 27, 2024 Development Review Committee meeting.

STATUS: Meadors, Inc. provided architectural drawings for the demolition of the Contributing Resource and the construction of a new structure using as much historic material as possible will be heard for comment only at the February 5, 2025 Historic Preservation Commission meeting.

PROJECT NAME: OLD TOWN

DP-11-24-019435 11/04/2024 74 BRIDGE ST STREET Development Plan Active Dan Frazier

Applicant: Town of Bluffton

Owner: Town of Bluffton

PLAN DESCRIPTION: A request by Constance Clarkson on behalf of the Town of Bluffton for the approval of a Public Project application. The project consists of roadway, sidewalk, parking and drainage improvements in the Bridge Street right-of-way in Old Town Bluffton.

STATUS: This item was heard at the December 18, 2024 Development Review Committee meeting.

PROJECT NAME: OLD TOWN

Total Development Plan Cases: 33

Development Plan Amendment

NA



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Development Plan Amendment					
DPA-02-25-019598	02/18/2025	15 TOWNE DR DRIVE	Development Plan Amendment	Active	Dan Frazier
Applicant: Dynamic Engineering Consultants, PC		Owner: Jane Cooper LLC			
<p>PLAN DESCRIPTION: A request by Dynamic Engineering Consultants, PC on behalf of owner Jane Cooper, LLC for approval of a Development Plan Amendment. The project consists of the renovation of the existing restaurant to a bank with drive through, and associated parking, landscaping, and infrastructure. The property consists of 0.77 acres identified by tax map number R610 031 000 1085 0000 within the Belfair Planned Unit Development.</p> <p>STATUS: This item was heard at the March 26, 2025 Development Review Committee meeting.</p>					
PROJECT NAME:		BELFAIR TOWNE VILLAGE			
DPA-04-25-019691	04/08/2025	190 GOETHE ROAD	Development Plan Amendment	Active	Dan Frazier
Applicant: Witmer Jones Keefer Ltd.		Owner: James Fraser			
<p>PLAN DESCRIPTION: A request by Witmer Jones Keefer, Ltd., on behalf of property owner James C. Frazer, Jr., for approval of a Development Plan Amendment. The project consists of the addition of parking, landscaping, and ADA accessibility to the existing restaurant. The property is zoned Neighborhood Core identified by tax map number R610 039 00A 0093 0000 located at 196 Goethe Road.</p> <p>STATUS: This item will be heard at the May 14, 2025 Development Review Committee meeting.</p>					
PROJECT NAME:		SCHULTZ/GOETHE RD			
DPA-09-22-017226	09/23/2022		Development Plan Amendment	Active	Dan Frazier
Applicant: Tabby Road HOA		Owner: Tabby Road HOA			
<p>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.</p> <p>Status: This item is on the October 26, 2022 DRC Meeting agenda.</p> <p>Status 11-29-22: Revisions are required. Waiting on revisions to be submitted.</p> <p>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.</p> <p>STATUS (03.21.2025): Application expired. HOA will submit a new application.</p>					
PROJECT NAME:		TABBY ROADS PHASE 1			



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Total Development Plan Amendment Cases: 3

Master Plan

NA

MP-01-25-019524 01/03/2025 Master Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT

Owner: University Investments LLC

PLAN DESCRIPTION: A request by Jake Reed of University Investments, LLC, for approval of an Initial Master Plan application. The project will be developed in accordance with the standards set forth in the Buckwalter PUD Concept Plan and exact locations of buildings, roads, open space, and associated infrastructure may vary at the time of Development Permit applications based on market conditions and environmental constraints. The property is zoned Buckwalter PUD and consists of approximately 114.55 acres identified by tax map numbers R610 029 000 0611 0000, R610 029 000 2343 0000, R610 029 000 2344 0000, R600 029 000 2410 0000, R600 029 000 2487 0000, R600 029 000 0014 0000, and R600 029 000 2484 0000 and located at the southwest corner of the intersection of Buckwalter Parkway and Bluffton Parkway. STATUS: This Initial Master Plan application was heard at the February 12, 2025 Development Review Committee meeting. STATUS: The applicant resubmitted on February 26, 2025. At the March 26, 2025 Planning Commission meeting, the Planning Commission recommended conditional approval to the Town Council.

PROJECT NAME:

Total Master Plan Cases: 1

Subdivision Plan

General



Growth Management Application Update Report

Town of Bluffton

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Subdivision Plan					
SUB-09-24-019356	09/23/2024	154 CAROLINA OAKS AVE AVENUE	Subdivision Plan	Active	Dan Frazier
Applicant: Thomas and Hutton		Owner: K Hovnanian Four Seasons			
PLAN DESCRIPTION: A request by TJ Behm of Thomas & Hutton, on behalf of Steven Baker of K. Hovnanian Homes for approval of a Subdivision application. The project consists of creating 50 single-family lots out of one existing parcel, identified by tax map number R614 028 000 0002 0000, with associated right-of-way and common areas. The property is zoned Jones Estate PUD and consists of approximately 39.463 acres located west along Carolina Oaks Ave and South along Brandywine Lane. STATUS: This item will be heard at the October 30, 2024 Development Review Committee meeting.					
PROJECT NAME:		Four Seasons at Carolina Oaks			
SUB-09-24-019348	09/18/2024	97 GOETHE RD ROAD	Subdivision Plan	Active	Dan Frazier
Applicant: Pearce Scott Architects		Owner: Clifford Bush, III			
PLAN DESCRIPTION: A request by Pearce Scott Architects, on behalf of Clifford Bush, III, for approval of a Subdivision application. The project consists of subdividing 0.28 acres to create a Western parcel, 0.11 acres, and an Eastern Parcel, 0.17 acres. The property is zoned Residential General and consists of approximately 0.28 acres identified by tax map number R610 039 000 040B 0000. STATUS: This item will be heard at the October 2, 2024 Development Review Committee Meeting.					
PROJECT NAME:		Schultz/Goethe			
SUB-09-24-019334	09/12/2024		Subdivision Plan	Active	Dan Frazier
Applicant: Thomas & Hutton		Owner: LSSD New Riverside, LLC			
PLAN DESCRIPTION: A request by Tyler Vaughn of Thomas and Hutton, on behalf of LSSD New Riverside, LLC, for approval of a subdivision application. The project consists of the subdivision to create 83 single-family lots with associated right of way and common areas for Phase 9 of Heritage at New Riverside. The property is zoned New Riverside PUD and consists of approximately 26.9 acres identified by tax map numbers R614 035 000 1362 0000 and R614 035 000 1318 0000 and located West of the HWY46/170 intersection within the Heritage at New Riverside Master Plan. STATUS: This item was heard at the October 16, 2024 Development Review Committee Meeting.					
PROJECT NAME:		HERITAGE AT NEW RIVERSIDE PHASE 8 & 9			



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Subdivision Plan					
SUB-08-24-019301	08/26/2024		Subdivision Plan	Active	Dan Frazier
Applicant: Thomas and Hutton		Owner: K Hovnanian Four Seasons			
PLAN DESCRIPTION: A request by TJ of Thomas and Hutton, on behalf of Steven Baker of K Hovnanian Homes for approval of a Subdivision application for the Lakes at New Riverside Phase 5. The project consists of the construction of 103 single family residential units lots with associated right-of-way and common areas. The property is zoned New Riverside Planned Unit Development and consists of approximately 31.017 acres identified by tax map numbers R610 044 000 04430 0000 through R610 044 000 0560 0000 and located within Parcel 9 of the New Riverside Concept Master Plan. STATUS: This item will be heard at the October 2, 2024 Development Review Committee meeting.					
PROJECT NAME:		NEW RIVERSIDE -PARCEL 9			
SUB-01-25-019561	01/28/2025	8241 PINELLAS DR DRIVE	Subdivision Plan	Active	Dan Frazier
Applicant: Jennifer Tosky		Owner: Pinellas Park LLC			
PLAN DESCRIPTION: A request by Jen Tosky for the approval of a Subdivision application. The project consists of creating two lots from the existing single lot. The property is zoned Buckwalter PUD identified by tax map number R610 022 000 1143 0000 and consists of approximately 1.5 acres within the Buckwalter Commons Master Plan. STATUS: This item will be heard at the February 26, 2025 Development Review Committee meeting.					
PROJECT NAME:		BUCKWALTER COMMONS			
SUB-08-24-019309	08/29/2024		Subdivision Plan	Active	Dan Frazier
Applicant: Ward Edwards, Inc.		Owner: Millstone Management LLC			
PLAN DESCRIPTION: A request by Adrien Dannemiller of Okatie Bluffs Owner LLC, on behalf of Parcel 8, LLC for approval of a Subdivision application. The application consists of subdividing Parcel B-1, approximately 21.68 acres, into six (6) parcels, including access easements, to support the development of Venture at Okatie Bluffs (DP-10-23-018564). The property is zoned Buckwalter Planned Unit Development identified by tax map number R610 028 000 0921 0000 and located within the Parcel B-1 Master Plan. STATUS: This item will be heard at the October 2, 2024 Development Review Committee meeting.					
PROJECT NAME:		Buckwalter			



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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Subdivision Plan					
SUB-09-24-019370	09/30/2024	84 B SHULTS RD ROAD	Subdivision Plan	Active	Dan Frazier
Applicant: Miguel Zuniga		Owner: Cleven Bush			
PLAN DESCRIPTION: A request by Miguel Antonio Zuniga on behalf of Cleven Bush for approval of a Subdivision application. The project consists of creating two (2) lots out of one (1) existing lot, identified by tax map number R610 039 000 0153 0000, with associated access easement. The property is zoned Residential General and consists of approximately 0.51 acres located west of Goethe Road. STATUS: This item will be heard at the October 30, 2024 Development Review Committee Meeting.					
PROJECT NAME:		SHULTZ TRACT			
SUB-05-25-019755	05/15/2025	32 BRUIN RD ROAD	Subdivision Plan	Active	Dan Frazier
Applicant: ABPAL, LLC		Owner: ABPAL, LLC			
PLAN DESCRIPTION: A request by ABPAL, LLC for approval of a Subdivision application. The project consists of the subdivision of the single 1.22 acre lot into two (2) lots per pending development plan approval (DP-12-24-019469): Lot 1 at 0.909 acres and Lot 2 at 0.311 acres, including a 22' wide shared access easement off the existing curb cut located off Bruin Road. The property is zoned Neighborhood General - Historic District (NC-HD) and consists of approximately 1.22 acres identified by tax map number R610 039 000 0274 0000 and located on the corner of Bruin Road and Pritchard Street. STATUS: This item will be heard at the June 18, 2025 Development Review Committee meeting.					
PROJECT NAME:		OLD TOWN			
SUB-02-25-019578	02/04/2025	149 SIMMONSVILLE RD ROAD	Subdivision Plan	Active	Dan Frazier
Applicant: Jason Frazier		Owner: Benjamin & Leah Frazier			
PLAN DESCRIPTION: A request by Jason Frazier on behalf of Benjamin Frazier for the approval of a Subdivision application. The project consists of the subdivision of a single lot into three lots with associated access and utility easements. The property is zoned Residential General (RG) identified by tax map number R600 031 000 0168 0000 and consists of approximately 0.91 acres located on Simmonsville Road. STATUS: This item will be heard at the March 12, 2025 Development Review Committee meeting.					
PROJECT NAME:		BUCK ISLAND/SIMMONSVILLE			



Growth Management Application Update Report

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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Total Subdivision Plan Cases: 9

Zoning Action

UDO Text Amendment

ZONE-09-24-019360 09/24/2024 41 THOMAS HEYWARD ST STREET Zoning Action Active Charlotte Moore

Applicant: Keith Fisher

Owner:

PLAN DESCRIPTION: Request for inclusion of carports in the UDO.
STATUS 09.24.2024: Requires a pre-application meeting. Staff will contact applicant.

PROJECT NAME: OLD TOWN

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:



Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Zoning Action					
ZONE-03-25-019653	03/17/2025		Zoning Action	Active	Dan Frazier
Applicant: Town of Bluffton Town of Bluffton		Owner: Town of Bluffton Town of Bluffton			
PLAN DESCRIPTION: Update Table 4.3 of the UDO to allow Schools as a by-right use in the Preserve Zoning district.					
PROJECT NAME:					
Zoning Map Amendment					
ZONE-02-25-019606	02/19/2025		Zoning Action	Active	Dan Frazier
Applicant: Beaufort County School District		Owner: Beaufort County School District			
PLAN DESCRIPTION: A zoning map amendment request by Beaufort County School District for a new early childhood school to serve Bluffton.					
STATUS: A Planning Commission Workshop was held on March 26, 2025.					
STATUS: A Public Hearing and Recommendation to Town Council is scheduled for the April 23, 2025 Planning Commission meeting.					
PROJECT NAME:					
ZONE-06-24-019188	06/17/2024	332 BUCK ISLAND RD ROAD	Zoning Action	Active	Dan Frazier
Applicant: Town of Bluffton		Owner: Town of Bluffton			
PLAN DESCRIPTION: A request by the Town of Bluffton for Zoning Map Amendment of approximately 1.38 acres located at 328, 330 and 332 Buck Island Road identified as Beaufort County Tax Map Numbers R 610 039 000 0016 0000 (328 and 330 Buck Island Road) and R610 039 000 018C 0000 (332 Buck Island Road) to Rezone the Subject Property to the Light Industrial (LI) District.					
STATUS 8/29/24: The workshop was held at the July 24, 2024 Planning Commission meeting. The Public Hearing and Recommendation to Town Council is tentatively scheduled for September 25, 2024 Planning Commission meeting.					
PROJECT NAME: BUCK ISLAND/SIMMONSVILLE					



Growth Management Application Update Report

Town of Bluffton

Department of Growth Management

Office of Planning and Community Development

20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Zoning Action

ZONE-03-24-019046 03/14/2024 Zoning Action Active Dan Frazier

Applicant: Bryant and Son Trucking Company **Owner:** Bryant and Son Trucking Company

PLAN DESCRIPTION: A request by the applicant and property owner Johnnie Bryant III, for approval of a zoning map amendment application. The property is located at 30 Davis Road and consists of approximately 2.14 acres identified by tax map number R600 029 000 0028 0000 and currently zoned T2R Rural in unincorporated Beaufort County. This application is associated with the following annexation request; ANNEX-03-24-019045.

STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.

STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment were recommended for approval at the July 24, 2024, Planning Commission meeting.

STATUS: THE ZMA and CPA were approved at 1st Reading at the August 13, 2024, Town Council Meeting.

STATUS 11-12-24: Town Council APPROVED 2nd and Final Reading of the ZMA and CPA.

PROJECT NAME:

Zoning Permit

ZONE-06-25-019780 06/03/2025 158 BLUFFTON RD ROAD Zoning Action Active Dan Frazier

Applicant: Cellco Partnership DBA Verizon Wireless **Owner:**

PLAN DESCRIPTION: Verizon Wireless to install a new wooden pole in the public right of way for small cell equipment. Verizon Wireless to own & maintain the pole and all associated equipment. Cell tower #4

PROJECT NAME:

ZONE-06-25-019782 06/03/2025 871 FORDING ISLAND RD ROAD Zoning Action Active Dan Frazier

Applicant: Cellco Partnership DBA Verizon Wireless **Owner:**

PLAN DESCRIPTION: Verizon Wireless to install a new wooden pole in the public right of way for small cell equipment. Verizon Wireless to own & maintain the pole and all associated equipment. Cell tower #7

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

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Zoning Action

ZONE-06-25-019781 06/03/2025 40 DR MELLICHAMP Zoning Action Active Dan Frazier

Applicant: Cellco Partnership DBA Verizon Wireless

Owner:

PLAN DESCRIPTION: Verizon Wireless to install a new wooden pole in the public right of way for small cell equipment. Verizon Wireless to own & maintain the pole and all associated equipment.
Cell tower #5

PROJECT NAME:

ZONE-06-25-019783 06/03/2025 883 FORDING ISLAND RD ROAD Zoning Action Active Dan Frazier

Applicant: Cellco Partnership DBA Verizon Wireless

Owner:

PLAN DESCRIPTION: Verizon Wireless to install a new wooden pole in the public right of way for small cell equipment. Verizon Wireless to own & maintain the pole and all associated equipment.
Cell tower #8

PROJECT NAME:

ZONE-06-25-019784 06/03/2025 928 FORDING ISLAND RD ROAD Zoning Action Active Dan Frazier

Applicant: Cellco Partnership DBA Verizon Wireless

Owner:

PLAN DESCRIPTION: Verizon Wireless to install a new wooden pole in the public right of way for small cell equipment. Verizon Wireless to own & maintain the pole and all associated equipment.
Cell tower #11

PROJECT NAME:

Zoning Variance



Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

At Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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Active Cases

Zoning Action

ZONE-05-25-019734 05/05/2025 107 SEAGRASS STATION RD ROAD Zoning Action Active Dan Frazier

Applicant: Thomas Boyle **Owner:** Encompass Health South Carolina Real Estate LLC

PLAN DESCRIPTION: Encompass Health is requesting a variance from the 50' wetlands buffer to the previous requirement of a 25' wetlands buffer. The proposed access drive encroaches into the 50' buffer. This circular drive around the entire building is needed to meet fire safety regulations.

PROJECT NAME: VILLAGE AT VERDIER PLANTATION

ZONE-04-25-019696 04/09/2025 Zoning Action Active Angie Castrillon

Applicant: Tri Pointe Homes **Owner:** New South Living LLC

PLAN DESCRIPTION: The Applicant, John Hoff, requests a variance from the recently approved pending ordinance doctrine amending Section 5.10.7 of the Unified Development Ordinance (UDO) requiring a 50-foot wetland buffer to impact 0.11 acres of non-jurisdictional wetlands within the proposed single-family detached residential development. The property is identified by tax map numbers R610 039 000 0745 0000, R610 039 000 1588 0000, R610 039 000 0179 0000, and R610 039 000 0202 000 in the Residential General (RG).

PROJECT NAME:

Total Zoning Action Cases: 13

Total Active Cases: 102

Total Plan Cases: 102



Town of Bluffton
 20 Bridge St.
 PO Box 386
 Bluffton, SC 29910
 843.706.4500

To: Town Council
From: Stephen Steese, Town Manager
Date: June 30, 2025

Town Operations / Community Meetings

- The Public Hearing and Final Reading of the FY 25-26 Budget was adopted at the June 10th Council Meeting. We are working to close out the FY 24-25 Budget as we approach the transition dates.
- The Town completed the Resident Resource Guide, and they have been sent to every resident in the town. We will also share with groups that would like copies.
- Staff continued to meet with the engineer that is reviewing the entire Bluffton Parkway as part of the LATS study. They are finalizing options, along with their impact and costs, that will be presented to LATS in August.
- Town offices were closed June 19th in observance of Juneteenth and held our Annual Juneteenth Luncheon on June 17th.
- We have been planning and preparing for the Town's Independence Day celebration. We will have the Mayor's Cup 5K on July 2nd at 7:00 pm with a concert following and ending at 9:00 pm. We will have a celebration in Old Town on July 3rd starting at 5:00 pm followed by Fireworks around 9:00 pm.

Town Council/Town Attorney Related Meetings

- Weekly Mayor / Mayor Pro Tempore / Manager meetings.
- Mayor, Councilmembers, and staff attended the SOLOCO meeting in Bluffton on June 24th. There was a presentation and discussion around Emergency Preparation and Response.
- Mayor and staff attended the Green Penny Committee Meeting on June 13th. The Committee unanimously voted to move the Town's application forward to County Council.
- Mayor presented at the Bluffton Men's Club held at The Crescent Clubhouse.
- Councilman Wood presented at Sun City at their request. Heather and Kevin attended to support and help with any questions.
- Mayor, Council, and staff attended several ribbon-cutting events throughout the month.

Updates and Miscellaneous Information

- The Town put up banners for Juneteenth that included the new ones that were designed by local artists. We will transition to our patriotic banners when they come down for July 4th.
- Continued Our Movie Night on June 6th from 5:00 – 8:00 at Buckwalter Park and had our summer water event June 21st at Field of Dreams.
- We also held our first Brunch and Ballet in the Park at the Buckwalter Amphitheatre on June 28th from 9:00 – 12:00.
- Chris and I attended the Annual GFOA Conference June 28th – July 2nd.

TOWN COUNCIL

STAFF REPORT

Projects and Watershed Resilience Department



MEETING DATE:	July 8, 2025
PROJECT:	Consideration of a Resolution Authorizing Acceptance of Easement and Right of Entry Donations from Q New River Forest Holdings, LLC Necessary to Complete the New Riverside Barn Park Public Services Building Project
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects and Watershed Resilience

REQUEST: Town Staff requests Town Council approve the Resolution (Attachment 1) authorizing the acceptance of a sewer easement and right of entry for the purpose of completing the New Riverside Barn Park Public Services Maintenance Facility project.

BACKGROUND: With the approval of the Fiscal Year (FY) 2023-2024 Strategic Plan and Fiscal Year 2025 Consolidated Budget, Town staff continues with planning of the New Riverside Barn Park site improvements. The acquisition of this easement and right of entry is necessary to connect the Public Services Facility to existing sanitary sewer infrastructure. Sample easement language identified as Exhibit B in the Resolution is included as Attachment 2.

NEXT STEPS:

1. Town Council approve the acceptance of the easement donations.
2. Town Manager executes easements.
3. Recording of easements.

SUMMARY: Town Staff requests Town Council accepts the donation of the easement and right of entry and authorizes the Town Manager and Town Staff to take such actions as are necessary to complete the acceptance of the donation.

ATTACHMENTS:

1. Resolution
2. Sample Easement
3. Sample Right of Entry
4. Proposed Motion

RESOLUTION 2025-_____
A RESOLUTION AUTHORIZING ACCEPTANCE OF A SEWER EASEMENT AND
RIGHT OF ENTRY DONATION FROM Q NEW RIVER FOREST HOLDINGS, LLC
NECESSARY TO COMPLETE THE CONSTRUCTION OF THE NEW RIVERSIDE
PUBLIC SERVICE MAINTENANCE FACILITY

WHEREAS, the Town of Bluffton (“*Town*”) is constructing a Public Service Maintenance Facility (hereinafter “*Facility*”) at the New Riverside Barn Park (hereinafter “*Park*”), which Facility will be used for the care and maintenance of the Park, a property owned and operated by the Town, (hereinafter the “*Project*”); and,

WHEREAS, to complete the Project, the Town seeks to acquire, for a public purpose, an Easement and a Right of Entry over a portion of the adjacent property, more particularly for the installation of sanitary sewer lines and supporting infrastructure to connect the Facility to existing sanitary sewer infrastructure, where said parcels are specifically identified in “Exhibit A” attached hereto and incorporated herein by reference; hereinafter the “*Easements*”; and,

WHEREAS, the property owners expressed support for the Project and have voluntarily offered to execute a conveyance for the Easement and the Right of Entry to the Town over the parcel for a public purpose; and,

WHEREAS, the Town desires to accept the donations of the Easement and Right of Entry and Town Council has determined that it is in the public interest for the Town to accept the donations and conveyances of the Easement and Right of Entry; 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 donation and conveyance of the Easement and Right of Entry to the Town and, to the extent necessary, to ratify the Town Manager’s actions related to the same.

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 acceptance of the donation and conveyance of the Easement and Right of Entry to the Town, as identified in Exhibit “A”, as a donation to the Town for the public purpose described above; and approves the Easement and Right of Entry in a substantially similar form as shown in Exhibit “B” attached hereto and incorporated herein by reference.

2. The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all documents necessary to effect the donation and conveyance of the Easement and Right of Entry as a donation to the Town, including, without limitation, the acceptance and recordation of the above-referenced Easement and Right of Entry 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 ____ DAY OF _____,
2025.**

Larry Toomer, Mayor
Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

EXHIBIT "A"
(THE EASEMENTS)

Tax Map Parcel Number	Address	Easement Type
1. R610 036 000 3698 0000	Open Space	Sewer Easement
2. R610 036 000 1318 0000	Right of Way known as Kenwood Dr.	Sewer Easement & Right of Entry
3. R610 036 000 3694 0000	Open Space	Sewer Easement

EXHIBIT “B”
(EASEMENT FORMS)

Attachment 2
Easement

SPACE ABOVE RESERVED FOR RECORDING PURPOSES

UPON RECORDING, PLEASE RETURN TO:
FINGER, MELNICK, BROOKS & LABRUCE, P.A.
Attn: Brittany L. Ward
Post Office Box 24005
Hilton Head Island, South Carolina 29925

STATE OF SOUTH CAROLINA)	SEWER UTILITY EASEMENT
)	TMS No. R610-036-000-3698-0000
)	R610-036-000-3694-0000
COUNTY OF BEAUFORT)	R610-036-000-1318-0000

THIS SEWER UTILITY EASEMENT AGREEMENT (the “*Agreement*”) is made and entered into on this ____ day of _____, 2025, (the “*Effective Date*”) by and between **Q NEW RIVER FOREST HOLDINGS, LLC**, a Delaware limited liability company, (the “*Grantor*”) and **THE TOWN OF BLUFFTON**, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910, (the “*Grantee*”).

WITNESSETH

WHEREAS, the Grantor affirms, acknowledges and represents that Grantor, whose corporate mailing address is 3348 Peachtree Rd. NE Ste 1460, Atlanta, GA 30326, is the record owner of parcels of real property located in the Town of Bluffton with Tax Map Nos. R610-036-000-3698-0000, R610-036-000-3694-0000 and R610-036-000-1318-0000 and is more specifically described as:

ALL THAT TRACT or parcel of land lying and being in Bluffton Township, Beaufort County, South Carolina, containing 79.87 acres, more or less and designated as Parcel 4A-1 New Riverside, and being more particularly shown and described on the plat thereof entitled “Plat of Parcel 4A-1, a Portion of New Riverside” prepared by Thomas & Hutton, as more particularly depicted on a plat recorded in Plat Book 152 at Page 42, in the Register of Deeds for Beaufort County, South Carolina, which plat is incorporated herein by reference hereto.

This being the same property conveyed to the Grantor by deed of Dream Finders Homes, LLC, dated September 17, 2020 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on September 21, 2020 in Book 3911 at Page 1726.

Collectively hereinafter referred to as the “*Property*”; and,

WHEREAS, the Grantee seeks to acquire an easement over a portion of the Property for a public purpose, more particularly for the installation of sanitary sewer lines and supporting infrastructure to connect the New Riverside Barn Park facilities to existing sanitary sewer infrastructure (hereinafter the “*Project*”); and,

WHEREAS, in order to proceed with the Project, the Grantee will need to acquire certain permanent easement interests on the Property consisting of **4,094 sq. ft. (0.094 Ac.)**, more or less, and as specifically shown, described, and designated on **Exhibit “A”** attached hereto and incorporated herein by reference; collectively hereinafter the “*Utility Easement Area*”; and,

WHEREAS, the Grantor and Grantee agree that the Easement being granted in this Agreement is intended to be an extension of and in furtherance of the blanket easement dated December 7, 2020, and recorded on March 1, 2021, in the Beaufort County Register of Deeds in Book 3977 at Page 1807; and,

WHEREAS, the Grantor desires to show its support for the Project by conveying the requisite permanent easement over the Easement Area to the Grantee, as more fully set forth herein; and,

WHEREAS, the Parties desire to execute this Agreement in order to establish a permanent easement over the Utility Easement Area on the Property for the purposes of completing the Project, to allow for the continued maintenance and repair of any improvements associated with the Project, and as more fully set forth herein, collectively hereinafter referred to as the “*Easement*”.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, subject to the terms and conditions set forth herein, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties do hereby agree as follows:

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

2. Consideration and Acknowledgement of Just Compensation. Grantor desires and agrees to convey the Easement over the Utility Easement Area to Grantee for charitable or public uses and purposes and for no monetary consideration. Further, Grantor acknowledges that Grantor has been fully informed of Grantor’s right to receive just compensation for the Easement, pursuant to the United States Constitution, the South Carolina Constitution and the South Carolina Eminent Domain Act (S.C. Code Ann. § 28-2-370). Grantor acknowledges and agrees that Grantor willingly and voluntarily waives any right to receive just compensation for the Easement granted to the Town herein and chooses to donate the same for the benefit of the Project.

3. Grant of a Permanent Utility Easement. Subject to the provisions of this Agreement, the Grantor hereby declares, grants, bargains, donates, aligns, conveys, imposes and confirms unto the Grantee and its successors, successors-in-title and assigns, and Grantee’s contractors, tenants, invitees, customers, agents, lessees and employees (collectively the “*Grantee Parties*”) a non-exclusive, perpetual, commercial, transmissible, and irrevocable easement in, over, and upon the Property in the Utility Easement Area which runs with the land and is further described as provided for in this Agreement. Specifically, the Easement is a non-exclusive, irrevocable easement, license and permission upon, over, along, across, through, and under the Utility Easement Area for the purposes of completing and maintaining the Project, including but not limited to: (i) ingress, egress, regress and access to the Utility Easement Area; (ii) construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain upon, over, along, across, through, and under the Utility Easement Area, various sewer main and service lines, manholes, valves, meters, and other usual fixtures and appurtenances as may from time to time be or become convenience to the transaction of its business, or that of a municipal, public or private systems, for the provision of sewer services, (collectively the “*Improvements*”); (iii) the right,

privilege and authority, from time to time, for ingress, egress, and access to and from and across and upon those portions of the Property immediately adjacent to the Utility Easement Area as may be necessary or convenient for the purposes of completing the Project or maintaining Improvements; and (iv) the right, from time to time, to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through the Utility Easement Area.

4. Use of Easement. Grantor reserves the right to use the Property in any manner not inconsistent with the rights and terms of the Easement hereby granted. In no event shall the Grantee materially interfere with vehicular or pedestrian access to and from the Property and the public thoroughfare abutting thereto or otherwise utilize any Property outside of the Utility Easement Area, except as otherwise provided herein.

The Grantee Parties shall operate on the Utility Easement Area in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits. At all times the Grantee shall maintain all improvements, fixtures, and equipment in good condition and repair. The Parties agree that if there is damage to the Property, caused directly by a Grantee Party and in the performance of its rights or obligations hereunder, then said Grantee Party shall at its sole expense repair said damage, including but not limited to damage or disturbance of any asphalt, concrete, or other all-weather surface.

5. Additional Utilities. The Grantor further grants to the Grantee the right and the authority to approve of the location of any additional utility easements that might be located within the Utility Easement Area.

6. Acknowledgment. The Town acknowledges and agrees that no new boundary or property lines are created by the Easement conveyed hereunder and therefore the setbacks and buffers, if any, required by applicable municipal zoning and development ordinances, including the Town's Unified Development Ordinance shall continue to extend through the Easement Areas to the boundary line of the Property and adjacent rights-of-way. Further, that the grant of the Easement and the Improvements in the Utility Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

7. Continuation of Other Easements. Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements held or possessed by the Grantee, either individually or collectively, on the Property.

8. Town Council Approval. Notwithstanding anything in this Easement 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, the Grantor acknowledges and agrees that the Town, as a South Carolina municipal corporation, may only acquire interests in real property through the adoption of a written resolution of the Bluffton Town Council at a duly held public meeting of Town Council.

9. Other Provisions, Terms and Conditions.

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

- b. *Modifications.* The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each Party.
- c. *Successors and Assigns.* All provisions of this Agreement shall run with the land and bind and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, and assigns, as the case may be.
- d. *Merger Provision.* This Agreement contains the entire agreement between the Parties with respect to the issues set forth herein. All other discussions, proposals, agreements or offers are merged into this Agreement.
- e. *Captions.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

TO HAVE AND TO HOLD, subject to the conditions and limitations set forth above, all and singular, the rights, privileges and easements aforesaid unto the Grantee, its successors and assigns, forever.

GRANTOR HEREBY COVENANTS with the Grantee that Grantor is lawfully seized and possessed of the Property or, in the alternative, holds non-exclusive easement rights for the purposes of access, utilities and the like thereto, and that Grantor has good lawful right to convey the easements conveyed herein, or any part thereof, and that Grantor will forever warrant and forever defend the title thereto against the lawful claims of Grantor's successors, heirs and assigns.

[Remainder of Page Intentionally Omitted. Signature Pages and Exhibits to Follow.]

WITNESS Grantor's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

Q NEW RIVER FOREST HOLDINGS, LLC, a
Delaware limited liability company

By: Q GS AI, LLC, a Delaware limited
liability company, its sole member and manager

By: Quintasen REIT I, Inc., a Delaware
corporation, its sole member and manager

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

Name:

Title:

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____ as _____ for QUINTASEN REIT II, INC., a Delaware corporation, the sole member and manager of Q GS AI, LLC, a Delaware limited liability company, the sole member and manager of Q NEW RIVER FOREST HOLDINGS, LLC, a Delaware limited liability company, known or satisfactorily proven to be the persons whose names are subscribed to the within instrument, who acknowledged the execution thereof.

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

(Signature of Notary Public) (SEAL)

Notary Printed Name: _____

Notary Public for the State of _____

My Commission Expires: _____

WITNESS Grantee's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
TOWN OF BLUFFTON, a South Carolina
municipal corporation

Signature of First Witness

Name: STEPHEN STEESE, ICMA-CM

Printed Name of First Witness

Title: TOWN MANAGER

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

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

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

_____(SEAL)
(Signature of Notary Public)

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

EXHIBIT “A”
(Easement Depiction)

STATE RECORDING FEE - S.C. CODE OF LAWS SECTION 12-24-40;
APPLICABLE COUNTY & MUNICIPAL TRANSFER FEE ORDINANCES

PERSONALLY appeared before the undersigned, who is duly sworn, deposes and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed under the laws of the State of South Carolina, County of Beaufort.

GRANTEE: THE TOWN OF BLUFFTON AND

DATE OF CONVEYANCE: _____

STATE RECORDING FEE EXEMPTION: This transfer is exempt from the statutory Recording Fee required by the State of South Carolina in accordance with Section 12-24-40(2) transferring realty subject to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts.

Signed:

Sworn to and subscribed before me on
this _____ day of _____, 2025.

.....

State Stamps Collected: \$ _____ Recording Date: _____
Transfer Fee Collected: \$ _____ Book: _____ Page: _____

UPON RECORDING, PLEASE RETURN TO:

FINGER, MELNICK, BROOKS & LABRUCE, P.A.

Attn: Brittany L. Ward

Post Office Box 24005

Hilton Head Island, South Carolina 29925

)

)

TEMPORARY RIGHT OF ENTRY AGREEMENT

THIS TEMPORARY RIGHT OF ENTRY AGREEMENT (the “*Agreement*”) is made and entered into on this ____ day of _____, 2025, (the “*Effective Date*”) by and between **Q NEW RIVER FOREST HOLDINGS, LLC**, a Delaware limited liability company, (the “*Grantor*”) and **THE TOWN OF BLUFFTON**, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910; herein, referred to as the “*Grantee*”.

WITNESSETH

WHEREAS, the Grantor affirms, acknowledges and represents that Grantor, whose corporate mailing address is 3348 Peachtree Rd. NE Ste 1460, Atlanta, GA 30326, is the record owner of a parcel of real property located in the Town of Bluffton with Tax Map No. R610-039-000-1318-0000 and is more specifically described as:

ALL THAT TRACT or parcel of land lying and being in Bluffton Township, Beaufort County, South Carolina, containing 79.87 acres, more or less and designated as Parcel 4A-1 New Riverside, and being more particularly shown and described on the plat thereof entitled "Plat of Parcel 4A-1, a Portion of New Riverside" prepared by Thomas & Hutton, as more particularly depicted on a plat recorded in Plat Book 152 at Page 42, in the Register of Deeds for Beaufort County, South Carolina, which plat is incorporated herein by reference hereto.

Hereinafter referred to as the “*Property*”; and,

WHEREAS, the Grantee previously obtained a permanent Sewer Utility Easement dated _____, 2025, and recorded _____, 2025, in the Beaufort County Register of Deeds in Book ____ at Page ____ (“*Utility Easement*”) on the Property. The Parties acknowledged and agreed that the Utility Easement was an extension of and in furtherance of the blanket easement dated December 7, 2020, and recorded on March 1, 2021, in the Beaufort County Register of Deeds in Book 3977 at Page 1807; and,

WHEREAS, the Grantee desires to demolish and reconstruct a portion of sidewalk on the Property for a public purpose, more particularly for the installation of sanitary sewer lines and supporting infrastructure to connect the New Riverside Barn Park facilities to existing sanitary sewer infrastructure (hereinafter the “*Project*”); and,

WHEREAS, it has been determined that in order to complete the Project, a ten (10') foot, more or less, section of sidewalk located within the Utility Easement must be demolished in order to properly install utilities and will be replaced after construction is complete ("*Sidewalk Construction*"). The Sidewalk

Construction area is located within the Utility Easement and shown on “Exhibit A” attached hereto and incorporated herein by reference; collectively hereinafter “*Sidewalk Construction Area*”; and,

WHEREAS, the Grantor desires to show its support for the Project by conveying the requisite temporary right of entry over the Sidewalk Construction Area to the Grantee to complete the Sidewalk Construction, as more fully set forth herein; and,

WHEREAS, the Parties desire to enter into this Agreement to formally acknowledge that although a Utility Easement exists to provide access to the Property, the Grantor agrees to allow Grantee access to the Property for the demolition of the current sidewalk improvements and following completion of the Project the sidewalk shall be re-installed in the same location.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, paid at and before the execution and delivery of this Agreement, the receipt and sufficiency of which is acknowledged, Grantor grants to Grantee a temporary right of entry on, over and across that portion of the Property that is described as Sidewalk Construction Area. This Temporary Right of Entry is granted by Grantor and accepted by Grantee on the following conditions:

1. **Incorporation of Recitals.** The above recitals and attached exhibit(s) are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.
2. **Grant of Temporary Right of Entry.** This Temporary Right of Entry is granted to allow Grantee and its agents, employees, contractors and subcontractors the temporary right to enter on or across the Sidewalk Construction Area during the course of the Sidewalk Construction and in aid of the construction associated with the completion of the Project. The work to be performed by Grantee in connection with the construction of the Sidewalk Construction will include, but is not limited to, demolition of current sidewalk, curbing, gutters, utility lines, landscaping, and irrigation, (hereinafter defined as “Improvements”), clearing, grading, construction/installment of Improvements and utilities, and re-installation of a sidewalk (collectively, hereinafter “Work”). The Parties acknowledge and agree that the Work will be performed within the Sidewalk Construction Area.
3. **Term.** This Agreement shall expire one (1) year from the Effective Date or upon completion of the Sidewalk Construction, whichever occurs first. The Parties may mutually agree to renew this Agreement for a period not exceed one (1) additional year from the original expiration date.
4. **Restoration of Property.** Grantee agrees to restore any portion of the Property outside of the Sidewalk Construction Area that is damaged in the course of the Work to its pre-existing condition, including, but not limited to, repair of any damage, and the removal of all equipment, materials, litter, and debris from the Property upon conclusion of the Work. Additionally, the Grantee agrees to restore the Improvements to their pre-existing condition. All Work shall be under the exclusive control of the Grantee and shall comply with all applicable laws, rules, codes and regulations. Grantee shall be solely responsible for all costs associated with the Sidewalk Construction.
5. **Continuation of Other Easements.** Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements or limit any rights held or possessed by the Grantee, either individually or collectively, encumbering the Property.

6. Other Provisions, Terms and Conditions

- a. *Construction of Agreement.* Each party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto or thereto by any court by reason of such Party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.
- b. *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- c. *Modifications.* The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each Party.
- d. *Successors and Assigns.* All provisions of this Agreement shall run with the land and bind and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, and assigns, as the case may be.
- e. *Disclosure of Relationship.* Nothing contained in this Agreement, nor any act shall be deemed or construed by either Party or by any third person, to create any relationship between the Parties, including, but not limited to, that of employer/employee, third-party beneficiary, principal, agent, limited or general partnership, joint venture or other relationship.
- f. *Severability.* If any clause or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining parts of this Agreement shall not be affected thereby
- g. *Merger Provision.* This Agreement contains the entire agreement between the Parties with respect to the issues set forth herein. All other discussions, proposals, agreements or offers are merged into this Agreement.
- h. *Captions.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.
- i. *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.

(Intentionally left blank, Signatures on following pages)

WITNESS Grantor's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

Q NEW RIVER FOREST HOLDINGS, LLC, a
Delaware limited liability company

By: Q GS AI, LLC, a Delaware limited
liability company, its sole member and manager

By: Quintasen REIT I, Inc., a Delaware
corporation, its sole member and manager

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

Name:

Title:

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____ as _____ for QUINTASEN REIT II, INC., a Delaware corporation, the sole member and manager of Q GS AI, LLC, a Delaware limited liability company, the sole member and manager of Q NEW RIVER FOREST HOLDINGS, LLC, a Delaware limited liability company, known or satisfactorily proven to be the persons whose names are subscribed to the within instrument, who acknowledged the execution thereof.

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

(Signature of Notary Public) (SEAL)

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

WITNESS Grantee's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:
TOWN OF BLUFFTON, a South Carolina
municipal corporation

Signature of First Witness

Name: STEPHEN STEESE, ICMA-CM
Title: TOWN MANAGER

Printed Name of First Witness

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

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

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

_____(SEAL)
(Signature of Notary Public)

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

EXHIBIT A
(Sidewalk Construction Area)

**AFFIDAVIT OF TRUE CONSIDERATION AND
CLAIM FOR EXEMPTION FROM:**

STATE RECORDING FEE - S.C. CODE OF LAWS SECTION 12-24-40;
APPLICABLE COUNTY & MUNICIPAL TRANSFER FEE ORDINANCES

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before the undersigned, who is duly sworn, deposes and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed under the laws of the State of South Carolina, County of Beaufort.

GRANTOR: Q NEW RIVER FOREST HOLDINGS, LLC

GRANTEE: THE TOWN OF BLUFFTON

GRANTEE MAILING ADDRESS: 20 Bridge Street, Bluffton, SC 29910

DATE OF CONVEYANCE: _____

TRUE CONSIDERATION: \$10.00

TAX DISTRICT/MAP/PARCEL NO: R610-039-000-1318-0000

STATE RECORDING FEE EXEMPTION: This transfer is exempt from the statutory Recording Fee required by the State of South Carolina in accordance with Section 12-24-40(2) transferring realty subject to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts.

TRANSFER FEE EXEMPTION (if applicable): This transfer is exempt – transferring realty to state government agency.

Signed:

Print Name: Brittany Ward
Capacity: Finger, Melnick, Brooks & LaBruce, P.A.
Attorney for Town

Sworn to and subscribed before me on
this _____ day of _____, 2025.

Notary Public of South Carolina
My commission expires:

ROD OFFICE USE ONLY

State Stamps Collected: \$ _____ Recording Date: _____
Transfer Fee Collected: \$ _____ Book: _____ Page: _____

**Attachment 4
Proposed Motion**

Consideration of a Resolution Authorizing Acceptance of Easement and Right of Entry Donations from Q New River Forest Holdings, LLC Necessary to Complete the New Riverside Barn Park Public Services Building Project.

Proposed Motion

*“I move to **Approve (Deny or Approve as Amended)** a Resolution authorizing acceptance of an easement and right of entry donations from Q New River Forest Holdings, LLC to complete the New Riverside Barn Park Public Service Maintenance Building project.”*

TOWN COUNCIL

STAFF REPORT

Projects and Watershed Resilience Department



MEETING DATE:	July 8, 2025
PROJECT:	Consideration of a Resolution Authorizing Acceptance of Easement Donations from Property Owners Necessary to Complete Portions of the Pritchard Street Streetscape and Drainage Project
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects and Watershed Resilience

REQUEST: Town Staff requests Town Council approve the Resolution (Attachment 1) authorizing the acceptance of easement donations for the purpose of completing the Pritchard Street Streetscape and Drainage Project.

BACKGROUND: With the approval of the Fiscal Year (FY) 2023-2024 Strategic Plan and Fiscal Year 2025 Consolidated Budget, Town staff continues with planning of the Pritchard Street Streetscape and Drainage Improvements. The acquisition of these easements is necessary to complete some of the parking, sidewalks and lighting improvements from Bridge Street to Bruin Road, approximately. Sample Easement language identified as Exhibit B in Resolution include Streetscape, Drainage and Temporary Construction Easements.

NEXT STEPS:

1. Town Council approve the acceptance of the easement donations.
2. Town Manager executes easements.
3. Recording of easements.

SUMMARY: Town Staff requests Town Council accepts the donation of the easement(s) and authorizes the Town Manager and Town Staff to take such actions as are necessary to complete the acceptance of the easement donation(s).

ATTACHMENTS:

1. Resolution
 - a. Exhibit A – Easement Tax Parcel Numbers
 - b. Exhibit B – Sample Easements Language
2. Proposed Motion

RESOLUTION 2025-_____
A RESOLUTION AUTHORIZING ACCEPTANCE OF EASEMENT
DONATIONS FROM PROPERTY OWNERS NECESSARY TO COMPLETE
THE PRITCHARD STREET STREETScape PROJECT

WHEREAS, the Town of Bluffton (“*Town*”) is seeking to improve and enhance Pritchard Street, a right of way located within and owned by the Town which improvements and enhancements include, but are not limited to, drainage, sidewalk, lighting and right of way improvements; collectively hereinafter the “*Project*”; and,

WHEREAS, to complete the Project, the Town needs to acquire easement interests from property owners for parcels of real property abutting Pritchard Street, where said parcels are specifically identified in “Exhibit A” attached hereto and incorporated herein by reference; collectively hereinafter the “*Easements*”; and,

WHEREAS, the property owners expressed support for the Project and have voluntarily offered to execute a conveyance for the Easements to the Town over the parcel for a public purpose; and,

WHEREAS, the Town desires to accept the donations of the easements and Town Council has determined that it is in the public interest for the Town to accept the donations and conveyances of the Easements; 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 donation and conveyance of the Easements to the Town and, to the extent necessary, to ratify the Town Manager’s actions related to the same.

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 acceptance of the donation and conveyance of the Easements to the Town, as identified in Exhibit A, as a donation to the Town for the public purpose described above; and approves the Easements in a substantially similar form as shown in Exhibit “B” attached hereto and incorporated herein by reference.

2. The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all documents necessary to effect the donation and conveyance of the Easements as a donation to the Town, including, without limitation, the acceptance and recordation of the above-referenced Easements 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 ____ DAY OF _____,
2025.**

Larry Toomer, Mayor
Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

EXHIBIT “A”
(THE EASEMENTS)

Tax Map Parcel Number	Address	Easement Type
1. R610 039 000 0057 0000	20 Bridge St.	Streetscape, Drainage, Temporary Construction
2. R610 039 000 056B 0000	172 Burnt Church Rd.	Streetscape
3. R610 039 00A 0044 0000	22 Pritchard St.	Temporary Construction
4. R610 039 00A 0043 0000	18 Pritchard St.	Temporary Construction
5. R610 039 00A 0042 0000	24 Bruin Rd.	Streetscape
6. R610 039 000 1182 0000	25 Pritchard St.	Streetscape
7. R610 039 000 1234 0000	Right of Way known as Tabby Shell Rd.	Streetscape
8. R610 039 000 1217 0000	21 Pritchard St.	Streetscape
9. R610 039 000 0274 0000	32 Bruin Rd.	Streetscape
10. R610 039 00a 0050 0000	70 Pritchard St.	Temporary Construction
11. R610 039 00A 0405 0000	28 Pritchard St.	Temporary Construction

EXHIBIT “B”
(EASEMENT FORMS)

FINGER, MELNICK, BROOKS & LABRUCE, P.A.
Attn: Brittan L. Ward
 Post Office Box 24005
 Hilton Head Island, South Carolina 29925
 (843) 681-7000

THE TOWN OF BLUFFTON
Attn: Town Clerk
20 Bridge Street
Bluffton, South Carolina 29910

[illegible]

THIS STREETSCAPE EASEMENT AGREEMENT (the “*Agreement*”) is made and entered into on this ____ day of _____, 2025, (the “*Effective Date*”) by and between _____, (the “*Grantor*”) and **THE TOWN OF BLUFFTON**, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “*Town*”) and **DOMINION ENERGY OF SOUTH CAROLINA, INC.**, a South Carolina corporation (“*Dominion*”)(herein, the Town and Dominion collectively, the “*Grantee*”).

WITNESSETH

WHEREAS, the Grantor affirms, acknowledges and represents that Grantor is the record owner of a parcel of real property located in the Town of Bluffton, South Carolina, (the “*Property*”) which real property is more specifically described as:

(Enter Legal Description of Property)

Tax Map No. R_____

Street Address: _____

Bluffton, South Carolina 29910

WHEREAS, the Grantee seeks to acquire a portion of the Property for a public purpose, more particularly the completion of street frontage improvements, including on-street lighting, along Pritchard Street, a public road in the Town of Bluffton, South Carolina (herein, the “*Project*”); and,

WHEREAS, in order to proceed with the Project, the Grantee will need to acquire certain permanent easement interests on the Property, which easement is specifically shown, described, and

designated on EXHIBIT “A” hereto as (i) “_____” consisting of approximately _____ SQUARE FEET; and (ii) “_____” consisting of approximately _____ SQUARE FEET, (collectively herein, the “*Streetscape Easement Area*”); and

WHEREAS, in order to proceed with the Project, the Town will also need to acquire certain temporary easement interests on the Property, which easement is more specifically shown, described and identified on EXHIBIT “A” hereto as “_____” consisting of an approximately _____ SQUARE FEET; (herein, the “*Temporary Easement Area*”)(with the Streetscape Easement Area and the Temporary Easement Area collectively referred to as the “*Easement Areas*”); and,

WHEREAS, the Grantor desires to show its support for the Project by conveying the requisite easements over the Easement Areas to the Grantee, as more fully set forth herein; and,

WHEREAS, the Parties desire to execute this Agreement to clarify and/or set forth the scope of the easements granted to the Grantee.

AGREEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, subject to the terms and conditions set forth herein, Grantor, for TEN AND NO/100 (\$10.00) DOLLARS and no other consideration, the receipt and sufficiency of which are hereby acknowledged, hereby declares, grants, bargains, donates, aligns, conveys, imposes and confirms unto the Grantee, its successors, successors-in-title and assigns, and Grantee’s contractors, tenants, invitees, customers, agents, and employees such non-exclusive, perpetual, commercial, and transmissible easements and rights-of-way, over, under, across, through, and upon the Easement Areas, for the benefit of the Grantee, individually and collectively for the following purposes and as more fully set forth herein, *to wit*:

1. **Incorporation of Recitals.** The above recitals and attached exhibit(s) are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.

2. **Consideration and Acknowledgement of Just Compensation.** Grantor desires and agrees to convey the Easement over the Easement Area to Grantee for charitable or public uses and purposes and for no monetary consideration. Further, Grantor acknowledges that Grantor has been fully informed of Grantor’s right to receive just compensation for the Easements, pursuant to the United States Constitution, the South Carolina Constitution and the South Carolina Eminent Domain Act (S.C. Code Ann. § 28-2-370). Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive just compensation for the Easement granted to the Town herein and chooses to donate the same for the benefit of the Project.

3. **Permanent Easements.** Subject to the provisions of this Easement Agreement, the Grantor hereby grants and conveys to the Grantee a non-exclusive, perpetual, commercial, transmissible, and irrevocable easements to construct, operate and maintain certain streetscape improvements, including but not limited to the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Streetscape Easement Area such (a) lights, fixtures, poles, support infrastructure, communications infrastructure, conduits, wiring, meters, boxes, enclosures, transformers, hand-holes, transformer enclosures, connection boxes and/or other

subsurface or above-ground lighting and electric utility improvements (the “*Utility Improvements*”), (b) sidewalk, paver, pathway, parking, pedestrian bridge, crosswalk, crosswalk signals, emergency telephone or computer systems, walkway furniture, planters, irrigation lines, and/or other walkway improvements (the “*Sidewalk Improvements*”), and (c) drains, embankments, ditches, culverts, flumes, pipes and any other improvements used or useful in the collection, conveyance, testing and drainage of surface and storm water runoff (the “*Drainage Improvements*”)(with the Utility Improvements, the Sidewalk Improvements, and the Drainage Improvements collectively, the “*Improvements*”), together with the right of ingress, egress, and access to and from and across and upon those portions of the Property immediately adjacent to the Streetscape Easement Area as may be necessary or convenient for the purposes connected therewith. Together with the right, from time to time, to install any or all of the Improvements in the Streetscape Easement Area near the easement/lot lines provided, however, any damage to the property of Grantor caused by a Grantee Party in the exercise of its rights hereunder shall be repaired by said Grantee Party at its cost and expense. The Grantee and its contractors, agents and employees (collectively and together with Grantee, the “*Grantee Parties*”) shall operate on the Streetscape Easement Area in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits. Additionally, in no event shall any of the Grantee Parties materially interfere with vehicular and/or pedestrian access to and from the Property and the public thoroughfare abutting thereto and/or the business operations being conducted on the Property or otherwise utilize any Property outside of the Streetscape Easement Area, except as otherwise provided herein. The parties to this Agreement agree that should a Grantee Party disturb any asphalt, concrete, or other all-weather surface in the performance of its rights or obligations hereunder, said Grantee Party shall be responsible for repairing the same.

Further, the Grantor shall grant and hereby grants and conveys to Grantee, its heirs, legal representatives, tenants, employees, agents, invitees, customers, successors and assigns, and any other persons whomsoever claiming under or through said parties, including but not limited to the general public (herein collectively, the “*Public*”), upon the completion of the Improvements in the Streetscape Easement Area in accordance with the Project’s final construction plans, a perpetual, irrevocable, non-exclusive, ingress, egress, regress, pedestrian and vehicular access easement in, under, upon, about, over, across and through the Sidewalk Improvements now existing or hereafter constructed in the Streetscape Easement Area. The Public may use the Streetscape Easement Area for (i) ingress, egress, regress and access; (ii) the perpetual, non-exclusive and irrevocable right to use the Sidewalk Improvements now existing or hereafter constructed in the Streetscape Easement Area for the purposes of pedestrian circulation; (iii) the perpetual, non-exclusive and irrevocable right to use the parking facilities now existing or hereafter constructed in the Streetscape Easement Area for the purposes of parking vehicles; and, (iv) all other purposes reasonably necessary for the Public’s use and enjoyment of the Sidewalk Improvements; provided, however, the Town may, in its reasonable discretion, establish certain rules, restrictions and regulations over the Public’s use of and access to the Streetscape Easement Area and Sidewalk Improvements as determined in the sole discretion of the Town.

4. **Temporary Construction Easement.** The Grantor hereby grants and conveys to the Grantee Parties a two (2) year non-exclusive, irrevocable, temporary construction easement, license and permission upon, over, along, across, through, and under the Temporary Easement Area, for the purposes of constructing any and all Improvements set forth in the Project’s final construction plans, including but not limited to: (i) ingress, egress, regress and access to the Property, (ii) use of the Temporary Easement Area for a staging area for the construction of the Project, (iii) use of the Temporary Easement Area as a lay down area for equipment and supplies to be used in the construction of the Project, (iv) parking vehicles, equipment and construction trailers during the

construction of the Property, and (v) any such other incidental uses reasonably necessary or desirable during the construction of the Project, as determined in the sole discretion of the Grantee. The Grantee Parties shall operate on the Temporary Easement Area in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits.

5. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the Easement conveyed hereunder and therefore the setbacks and buffers, if any, required by applicable municipal zoning and development ordinances, including the Town's Unified Development Ordinance shall continue to extend through the Easement Area to the boundary line of the Property and adjacent rights-of-way. Further, the grant of this Easement and the improvements in the Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

6. **Continuation of Other Easements.** Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements held or possessed by the Grantee, either individually or collectively, encumbering the Property.

7. **Town Council Approval.** 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, the Grantor acknowledges and agrees that the Town, as a South Carolina municipal corporation, may only acquire interests in real property through the adoption of a written resolution of the Bluffton Town Council at a duly held public meeting of Town Council.

8. **Other Provisions, Terms and Conditions.**

- a. **Incorporation of Recitals.** The above recitals and attached Exhibits are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.
- b. **Construction of Agreement.** Each party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto or thereto by any court by reason of such Party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.
- c. **Modifications.** The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each Party.
- d. **Successors and Assigns.** All provisions of this Agreement shall run with the land and bind and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, and assigns, as the case may be.
- e. **Merger Provision.** This Agreement contains the entire agreement between the Parties with respect to the issues set forth herein. All other discussions, proposals, agreements or offers are merged into this Agreement.

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

TO HAVE AND TO HOLD, subject to the conditions and limitations set forth above, all and singular, the rights, privileges and easements aforesaid unto the Grantee, its successors and assigns, forever.

GRANTOR HEREBY COVENANTS with the Grantee that Grantor is lawfully seized and possessed of the Property or, in the alternative, holds non-exclusive easement rights for the purposes of access, utilities and the like thereto, and that Grantor has good lawful right to convey the easements conveyed herein, or any part thereof, and that Grantor will forever warrant and forever defend the title thereto against the lawful claims of Grantor's successors, heirs and assigns.

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

WITNESS Grantor's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

(Signature of First Witness)

(Printed Name of First Witness)

(Signature of Second Witness or Notary Public)

(Printed Name of Second Witness or Notary Public)

GRANTOR:

_____(L.S.)

Printed Name:_____

Title:_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____ known or satisfactorily proven to be the persons whose names are subscribed to the within instrument, who acknowledged the execution thereof.

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

_____(SEAL)
(Signature of Notary Public)

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

WITNESS Grantee's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

(Signature of First Witness)

(Printed Name of First Witness)

(Signature of Second Witness or Notary Public)

(Printed Name of Second Witness or Notary Public)

GRANTEE:
TOWN OF BLUFFTON, a South Carolina
municipal corporation

By: _____ (L.S.)
Name: STEPHEN STEESE, ICMA-CM
Title: TOWN MANAGER

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

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

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

(Signature of Notary Public) (SEAL)

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

WITNESS Grantee's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

(Signature of First Witness)

(Printed Name of First Witness)

(Signature of Second Witness or Notary Public)

(Printed Name of Second Witness or Notary Public)

GRANTEE:

DOMINION ENERGY SOUTH CAROLINA,
INC., a South Carolina corporation

By: _____ (L.S.)

Name: DANIEL F. KASSIS

Title: VICE PRESIDENT OF CUSTOMER
RELATIONS AND RENEWABLES

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025,
before me, the undersigned Notary Public of the State and County aforesaid, personally appeared
DANIEL F. KASSIS as VICE PRESIDENT OF CUSTOMER RELATIONS AND RENEWABLES for DOMINION
ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, known or satisfactorily proven to
me to be the person whose name is subscribed to the within instrument, who, on behalf of the
corporation, acknowledged the execution thereof.

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

(Signature of Notary Public) (SEAL)

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

EXHIBIT “A”
(Easement Depiction)

STATE RECORDING FEE - S.C. CODE OF LAWS SECTION 12-24-40;
APPLICABLE COUNTY & MUNICIPAL TRANSFER FEE ORDINANCES

PERSONALLY appeared before the undersigned, who is duly sworn, deposes and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed under the laws of the State of South Carolina, County of Beaufort.

TAX DISTRICT/MAP/PARCEL NO: R

TRANSFER FEE EXEMPTION (if applicable): This transfer is exempt – transferring realty to state government agency.

Print Name: Brittany L. Ward
Capacity: Finger, Melnick, Brooks & LaBruce, P.A.
Attorney for Town

Notary Public of South Carolina
My commission expires:

State Stamps Collected: \$ _____ Recording Date: _____
Transfer Fee Collected: \$ _____ Book: _____ Page: _____

SPACE ABOVE RESERVED FOR RECORDING PURPOSES

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION BY:

FINGER, MELNICK, BROOKS & LABRUCE, P.A.

Attn: Brittany L. Ward

Post Office Box 24005

Hilton Head Island, South Carolina 29925

(843) 681-7000

UPON RECORDING, PLEASE RETURN TO:

THE TOWN OF BLUFFTON

Attn: Town Clerk

20 Bridge Street

Bluffton, South Carolina 29910

STATE OF SOUTH CAROLINA)
) **TEMPORARY CONSTRUCTION EASEMENT**
COUNTY OF BEAUFORT) Tax Map No. _____

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the “*Agreement*”) is made effective as of this ____ day of _____, 2025 (the “*Effective Date*”), by and between _____, (collectively, the “*Grantor*”), and **THE TOWN OF BLUFFTON**, a South Carolina municipal corporation (the “*Grantee*”).

WITNESSETH

WHEREAS, the Grantor is the owner of certain property located within the Town of Bluffton, commonly known as _____, R_____; and,

WHEREAS, the Grantee seeks to acquire certain easement interests over portions of Grantor's real property for a public purpose, more particularly, for the completion of street frontage improvements, including curb construction and on-street lighting, along Pritchard Street, a public roadway owned by the Town of Bluffton, South Carolina (herein, the "***Project***"); and,

WHEREAS, in order to proceed with the Project, the Grantee intends to acquire certain temporary easement interests over the above referenced real property, which parcel is more thoroughly defined on **EXHIBIT "A"** hereto, which by reference is fully incorporated herein (collectively, the "*Property*"); and,

WHEREAS, the Grantee desires to acquire a _____ temporary easement interest over the Property as is more specifically shown, described and designated as “_____” on **EXHIBIT “B”** attached hereto, which by reference is fully incorporated herein (collectively, the “*Temporary Easement Area*”)

WHEREAS, the Grantor desires to show its support for the Project by conveying the requisite easement over the Easement Area to the Grantee, as more fully set forth herein; and,

WHEREAS, the Parties desire to execute this Agreement to clarify and/or set forth the scope of the easements granted to the Grantee.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, subject to the terms and conditions set forth herein, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties do hereby agree as follows:

1. Consideration and Acknowledgement of Just Compensation. Grantor desires and agrees to convey the Easement over the Easement Area to Grantee for charitable or public uses and purposes and for no monetary consideration. Further, Grantor acknowledges that Grantor has been fully informed of Grantor's right to receive just compensation for the Easements, pursuant to the United States Constitution, the South Carolina Constitution and the South Carolina Eminent Domain Act (S.C. Code Ann. § 28-2-370). Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive just compensation for the Easement granted to the Town herein and chooses to donate the same for the benefit of the Project.

2. Grant of Temporary Construction Easement. Grantor grants and conveys to Grantee, its successors and assigns, for the benefit and use of Grantee and its employees, agents, lessees, licensees, and contractors a nonexclusive, perpetual, commercial, transmissible, appendant temporary easement in, over, and upon the Property in the Easement Area which runs with the land and is further described as provided for in this Agreement. Specifically, the Easement is a non-exclusive, irrevocable temporary construction easement, license and permission upon, over, along, across, through, and under the Easement Area, for the purposes of: (i) constructing any and all improvements necessary to complete the Project, including but not limited to grading, trimming, cutting or removing trees, underbrush and other obstructions that are over, under or through the Easement Area; (ii) ingress, egress, regress and access to the Easement Area, (iii) use of the Easement Area for a staging area for the construction of the Project, (iv) use of the Easement area as a lay down area for equipment and supplies to be used in the construction of the Project, and (v) any such other incidental uses reasonably necessary or desirable during the construction of the Project, as determined in the sole discretion of the Town. The Grantee and its contractors, agents and employees shall operate on the Easement Area in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits.

3. Term. This Agreement shall be effective as of the Effective Date and continue for Two (2) years, or until the Project has been completed, whichever occurs first. The Term of this Agreement may be extended if agreed upon in writing by the Parties.

4. Acknowledgment. The Town acknowledges and agrees that no new boundary or property lines are created by the Easement conveyed hereunder and therefore the setbacks and buffers, if any, required by applicable municipal zoning and development ordinances, including the Town's Unified Development Ordinance shall continue to extend through the Easement Area to the boundary line of the Property and adjacent rights-of-way. Further, the grant of this Easement and the improvements in the Easement Area shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

5. Continuation of Other Easements. Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements held or possessed by the Grantee, either individually or collectively, encumbering the Property.

6. Town Council Approval. 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, the Grantor acknowledges and agrees that the Town, as a South Carolina municipal corporation, may only acquire interests in real property through the adoption of a written resolution of the Bluffton Town Council at a duly held public meeting of Town Council.

7. Other Provisions, Terms and Conditions.

- a. Incorporation of Recitals.** The above recitals and attached Exhibits are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.
- b. Construction of Agreement.** Each party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto or thereto by any court by reason of such Party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.
- c. Modifications.** The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each Party.
- d. Successors and Assigns.** All provisions of this Agreement shall run with the land and bind and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, and assigns, as the case may be.
- e. Merger Provision.** This Agreement contains the entire agreement between the Parties with respect to the issues set forth herein. All other discussions, proposals, agreements or offers are merged into this Agreement.
- f. Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

TO HAVE AND TO HOLD, subject to the conditions and limitations set forth above, all and singular, the rights, privileges and easements aforesaid unto the Grantee, its successors and assigns, forever.

GRANTOR HEREBY COVENANTS with the Grantee that Grantor is lawfully seized and possessed of the Property or, in the alternative, holds non-exclusive easement rights for the purposes of access, utilities and the like thereto, and that Grantor has good lawful right to convey the easements conveyed herein, or any part thereof, and that Grantor will forever warrant and forever defend the title thereto against the lawful claims of Grantor's successors, heirs and assigns.

WITNESS Grantor's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

GRANTOR:

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____, known or satisfactorily proven to be the persons whose names are subscribed to the within instrument, who, on behalf of the corporation, acknowledged the execution thereof.

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

Signature of Notary Public (SEAL)

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

WITNESS Grantee’s Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

GRANTOR:

TOWN OF BLUFFTON, a South Carolina
Municipal Corporation

Signature of First Witness

STEPHEN STEESE, ICMA-CM
Town Manager

Printed Name of First Witness

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

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

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

_____(SEAL)
Signature of Notary Public

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

EXHIBIT "A"
(Property Description)

TMP# R _____
Street Address: _____, Bluffton, SC 29910

EXHIBIT “B”
(Easement Area Drawing)

AFFIDAVIT OF TRUE CONSIDERATION AND
CLAIM FOR EXEMPTION FROM:

STATE RECORDING FEE - S.C. CODE OF LAWS SECTION 12-24-40;
APPLICABLE COUNTY & MUNICIPAL TRANSFER FEE ORDINANCES

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before the undersigned, who is duly sworn, deposes and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed under the laws of the State of South Carolina, County of Beaufort.

GRANTOR: _____

GRANTEE: The Town of Bluffton

GRANTEE MAILING ADDRESS: 20 Bridge Street, Bluffton, SC 29910

DATE OF CONVEYANCE:

TRUE CONSIDERATION: \$10.00

TAX DISTRICT/MAP/PARCEL NO: R_____

STATE RECORDING FEE EXEMPTION: This transfer is exempt from the statutory Recording Fee required by the State of South Carolina in accordance with Section 12-24-40(2) transferring realty subject to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts.

TRANSFER FEE EXEMPTION (if applicable): This transfer is exempt – transferring realty to state government agency.

Signed: _____
Print Name: Brittany L. Ward
Capacity: Finger, Melnick, Brooks & LaBruce, P.A.
Attorney for Town

Sworn to and subscribed before me on
this ____ day of _____, 2025.

Notary Public of South Carolina
My commission expires: _____

ROD OFFICE USE ONLY
State Stamps Collected: \$ _____ Recording Date: _____
Transfer Fee Collected: \$ _____ Book: _____ Page: _____

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION BY:

FINGER, MELNICK, BROOKS & LABRUCE, P.A.

Attn: Brittany L. Ward

Post Office Box 24005

Hilton Head Island, South Carolina 29925

(843) 681-7000

RESERVED FOR RECORDING PURPOSES

Section XI. Item #4.

UPON RECORDING, PLEASE RETURN TO:

THE TOWN OF BLUFFTON

Attn: Town Clerk

20 Bridge Street

Bluffton, South Carolina 29910

STATE OF SOUTH CAROLINA)

)

DRAINAGE EASEMENT AGREEMENT

COUNTY OF BEAUFORT)

)

THIS DRAINAGE EASEMENT AGREEMENT (the "*Agreement*") is made effective as of this ____ day of _____, 2025 (the "*Effective Date*"), by and between _____, (the "*Grantor*"), and **THE TOWN OF BLUFFTON**, a South Carolina municipal corporation (the "*Grantee*"); and collectively hereinafter referred to as the "*Parties*" and individually as a "*Party*".

WITNESSETH

WHEREAS, the affirms, acknowledges and represents that Grantor is the record owner of parcels of real property located in the Town of Bluffton, South Carolina (the "*Property*") which real property is more specifically described as:

(Legal Description)

TMP No. _____

Street Addresses:

WHEREAS, the Town is a municipal corporation vested with the power of eminent domain that sought to acquire a portion of the Property for a public purpose, that being maintenance of existing stormwater drainage infrastructure (herein the "*Project*"); and

WHEREAS, in order to proceed with the Project, the Town will need to acquire from the Grantor a permanent easement interest in, over, under and upon a _____ acre portion of the Property as more specifically described and identified as " " on **Exhibit "A"** attached hereto, collectively the "*Easement Area*"; and the Grantor affirms, acknowledges and represents that the Easement Area is located on the Property which is owned in fee simple by the Grantor; and,

WHEREAS, the Grantor desires to show its support for the Project by conveying the requisite easements over the Easement Area to the Grantee, as more fully set forth herein; and,

WHEREAS, the Parties desire to execute this Agreement to clarify and set forth the scope of the easements granted to the Grantee.

AGREEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, subject to the terms and conditions set forth herein, Grantor, for **TEN AND NO/100 (\$10.00) DOLLARS** and no other consideration, the receipt and sufficiency of which are hereby acknowledged, hereby declares, grants, bargains, sells, aligns, conveys, imposes, donates, and confirms unto the Grantee, its successors, successors-in-title and assigns, and Grantee's contractors, tenants, invitees, customers, agents, and employees such nonexclusive, perpetual, commercial, and transmissible easements and rights-of-way, over, under, across, through, and upon the Easement Area, for the benefit of the Grantee, individually and collectively, for the following public purposes and as more fully set forth herein, *to wit*:

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

2. Consideration and Acknowledgement of Just Compensation. Grantor desires and agrees to donate and convey the easements over the Easement Area to Grantee for charitable or public uses and purposes and for no monetary consideration. Further, Grantor acknowledges that Grantor has been fully informed of Grantor's right to receive just compensation for the easements, pursuant to the United States Constitution, the South Carolina Constitution and the South Carolina Eminent Domain Act (S.C. Code Ann. § 28-2-370). Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive just compensation for the easements over the Easement Areas granted to the Town herein and chooses to donate the same for the benefit of the Project.

3. Permanent Drainage Easements. Subject to the provisions of this Agreement, the Grantor hereby grants and conveys to the Grantee a non-exclusive, perpetual, commercial, transmissible, and irrevocable easements to construct, operate and maintain certain drainage improvements, including but not limited to the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Easement Area various drains, embankments, ditches, culverts, pipes and any other improvements used in the collection, conveyance, testing and drainage of surface and storm water runoff (herein, the "***Drainage Improvements***") together with the right of ingress, egress, and access to and from and across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

Together with the right, from time to time, to install any Drainage Improvements in the Easement Area, with the right from time to time, to trim, cut or remove trees, underbrush and other obstructions that are over, under or through the Easement Area and impact the Drainage Improvements; provided however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by the Grantee in the exercise of its rights hereunder shall be repaired by Grantee at its cost and expense. The Grantor further grants to the Grantee, a perpetual, non-exclusive easement for the purpose of draining surface and storm water runoff through the Easement Area, and the Drainage Improvements built pursuant to this grant of easement. The Grantee and its

contractors, agents and employees (collectively and together with Grantee, the “*Grantee Parties*”) shall operate upon and within the Easement Area in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits. Additionally, in no event shall any of the Grantee Parties materially interfere with vehicular and/or pedestrian access to and from the Property and the public thoroughfare abutting thereto and/or the business operations being conducted on the Property or otherwise utilize any Property outside of the Easement Area, except as otherwise permitted hereunder or as reasonably necessary to achieve the purposes of this easement.

4. Town Council Approval. Notwithstanding anything in this Easement 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, the Grantor acknowledges and agrees that the Town, as a South Carolina municipal corporation, may only acquire interests in real property through the adoption of a written resolution of the Bluffton Town Council at a duly held public meeting of Town Council.

5. Acknowledgment. The Town acknowledges and agrees that no new boundary or property lines are created by the easements conveyed hereunder and therefore the setbacks and buffers, if any, required by applicable municipal zoning and development ordinances, including the Town’s Unified Development Ordinance shall continue to extend through the Easement Areas to the boundary line of the Property and adjacent rights-of-way. Further, that the grant of these easements and the Drainage Improvements in the Easement Areas shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

6. Continuation of Other Easements. Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements held or possessed by the Grantee, either individually or collectively, on the Property.

7. Other Provisions, Terms and Conditions.

- a. *Construction of Agreement.* Each Party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court by reason of such party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.
- b. *Modifications.* The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each Party.
- c. *Successors and Assigns.* All provisions of this Agreement shall run with the land and bind and inure to the benefit of each party and each party’s respective heirs, executors, legal representatives, successors, successors in title and assigns. The words “Grantor” and “Grantee” shall include their heirs, executors, administrators, successors, and assigns, as the case may be.

- d. *Merger Provision.* This Agreement contains the entire agreement between the parties with respect to the issues set forth herein. All other discussions, proposals, agreements or offers are merged into this Agreement.
- e. *Captions.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

TO HAVE AND TO HOLD, subject to the conditions and limitations set forth above, all and singular, the rights, privileges and easements aforesaid unto the Grantee, its successors and assigns, forever.

GRANTOR HEREBY COVENANTS with the Grantee that Grantor is lawfully seized and possessed of the Property or, in the alternative, holds non-exclusive easement rights for the purposes of access, utilities and the like thereto, and that Grantor has good lawful right to convey the easements conveyed herein, or any part thereof, and that Grantor will forever warrant and forever defend the title thereto against the lawful claims of Grantor's successors, heirs and assigns.

WITNESS Grantor's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

GRANTOR:

Signature of First Witness

Printed Name

Printed Name of First Witness

Title: _____

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____ known or satisfactorily proven to be the persons whose names are subscribed to the within instrument, who, on behalf of the corporation, acknowledged the execution thereof.

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

_____(SEAL)
Signature of Notary Public

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

WITNESS Grantee's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

GRANTOR:

**TOWN OF BLUFFTON, a South Carolina
Municipal Corporation**

Signature of First Witness

STEPHEN STEESE, ICMA-CM
Town Manager

Printed Name of First Witness

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

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

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

_____(SEAL)
Signature of Notary Public

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

**EXHIBIT “A”
(Easement Area Depiction)**

STATE RECORDING FEE - S.C. CODE OF LAWS SECTION 12-24-40;
APPLICABLE COUNTY & MUNICIPAL TRANSFER FEE ORDINANCES

PERSONALLY appeared before the undersigned, who is duly sworn, deposes and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed under the laws of the State of South Carolina, County of Beaufort.

GRANTEE: THE TOWN OF BLUFFTON

GRANTEE MAILING ADDRESS: 20 Bridge Street, Bluffton, SC 29910

DATE OF CONVEYANCE: _____

TRUE CONSIDERATION: \$10.00

STATE RECORDING FEE EXEMPTION: This transfer is exempt from the statutory Recording Fee required by the State of South Carolina in accordance with Section 12-24-40(2) transferring realty subject to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts.

Signed: _____
 Print Name: Brittany L. Ward
 Capacity: Finger, Melnick, Brooks & LaBruce, P.A.
 Attorney for Town

Notary Public of South Carolina
My commission expires:

State Stamps Collected: \$ _____ Recording Date: _____
Transfer Fee Collected: \$ _____ Book: _____ Page: _____

Attachment 3
Proposed Motion

Consideration of a Resolution Authorizing Acceptance of Easement Donations from Property Owners Necessary to Complete the Pritchard Street Streetscape and Drainage Project.

Proposed Motion

*"I move to **Approve (Deny or Approve as Amended)** a Resolution authorizing acceptance of easement donations from property owners to complete portions of the Pritchard Street Streetscape and Drainage Project."*

TOWN COUNCIL

STAFF REPORT
Projects and Watershed Resilience Department



MEETING DATE:	July 8, 2025
PROJECT:	Consideration of a Resolution Authorizing an Inter-Governmental Cost Share Agreement with Beaufort County School District for the Town to Complete the Pritchard Street Streetscape Project.
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects & Watershed Resilience

REQUEST: Staff requests Town Council approve a Resolution to authorize an Inter-Governmental Agreement (IGA) between the Town and Beaufort County School District (BCSD) for the Town to perform certain parking lot repairs/reconstruction of BCSD School/Pool Parking Lot in conjunction with the Pritchard Street Streetscape and Drainage Project with the Town to be reimbursed by BCSD for certain costs associated with repair/reconstruction of the Parking Lot.

BACKGROUND: Town staff has been coordinating with BCSD regarding proposed construction of Pritchard Street Streetscape and Drainage Project (the Project). Part of this collaboration has resulted in identifying certain repairs/reconstruction of the BCSD School/Pool Parking that are not necessarily part of the Project work, but “additional work” needed and desired by BCSD. As a result, an IGA (Attachment 1) has been developed between the Town and BCSD which identifies 1) the additional scope of work desired, 2) an estimated cost to perform (Attachment 2, Exhibit A), and 3) agreement for the Town to perform this additional work as part of the Project construction and be reimbursed by the BCSD upon payment of the contractor by the Town. The IGA is a reimbursement by BCSD to the Town of actual cost of the additional work based on bid and final construction cost.

NEXT STEPS: Upon Town Council review and approval of this request, the Town Manager and BCSD will execute the IGA and the Town will proceed with construction of the Project, additional work and Town reimbursement from BCSD of actual cost related to the additional work.

ATTACHMENTS:

- 1. IGA
- 2. Exhibit A – cost estimate of reimbursable addition work cost
- 3. Proposed Motion

**INTERGOVERNMENTAL COST SHARE
AGREEMENT
2025-45**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is effective as of the _____ day of _____ 2025, by and between the BEAUFORT COUNTY SCHOOL DISTRICT (the "BCSD") and the TOWN OF BLUFFTON (the "Town"), (collectively, the "Parties").

WHEREAS, the Town is undertaking a streetscape project along Pritchard Street which includes improvements to drainage, repaving, street lighting, pedestrian safety elements and other appurtenances; and

WHEREAS, BCSD is a property owner impacted by the streetscape project as the construction activities will necessitate road closure, construction material staging, drainage installation and other activities, some of which will take place on BCSD property; and

WHEREAS, the Parties have determined that it would be mutually beneficial for the Town's contractor to perform the same or similar paving work in the school parking lot as that required for the streetscape project, and that BCSD will reimburse the Town for 100% of the cost of the work associated with paving improvements to the school parking lot, to include but not be limited to demolition, subgrade preparation, concrete curb and gutter, signage, striping and asphalt repaving; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and BCSD do hereby agree as follows:

1. **SCOPE OF WORK.** The Town's contractor will perform the following scope of work on the school parking lot simultaneously with the construction work on adjacent Pritchard Street: demolition, subgrade prep and approval, implementation of stormwater Best Management Practices, and drainage component construction.
2. **DURATION.** The Town's contractor will make best efforts to perform this work between May 30, 2025 and August 5, 2025 to lessen the impact to the school while school is not in session. BCSD agrees that it may be acceptable for that schedule to be slightly flexible so long as the Town communicates any changes to BCSD.
3. **COST SHARE.** The Town will competitively bid the work on the Pritchard Street streetscape project to comply with the Town of Bluffton procurement ordinance. The estimated cost is **Two Hundred and Thirty Two Thousand, Nine Hundred and Ninety (\$232,990) dollars** for the school parking lot scope of work, and includes a 20% contingency for unforeseen conditions. This Agreement will be amended with the actual bid price plus contingency. The Town shall be responsible for paying the contractor in full. BCSD will reimburse the Town for 100% of the cost of the highlighted line items identified in the Project Engineer's Preliminary Cost Estimate attached as Exhibit A. Such

reimbursement shall be made upon presentation of the contractor's invoice delivered by the Town.

4. **INDEPENDENT CONTRACTORS.** BCSD and the Town are independent of one another and shall have no other relationship. Neither Party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.
5. **AMENDMENTS.** Any changes to this Agreement which are mutually agreed upon between the Parties shall be incorporated in a written amendment to this Agreement and shall not become effective until the amendment is signed by both Parties.
6. **ENTIRE AGREEMENT.** This document constitutes the entire agreement between the Parties. BCSD grants the Town all access rights and other rights necessary for the Town to perform its obligations under this Agreement. This Agreement is independent of any other agreements between the Parties.
7. **GOVERNING LAW.** Any dispute, claim, or controversy relating to this Agreement and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina.
8. **SEVERABILITY.** Should a court of competent jurisdiction rule any portion of this Agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of this Agreement, and all remaining portions and sections of this Agreement remain in full force and effect.
9. **MERGER.** This Agreement constitutes a final written expression of the Terms herein to be signed by the Parties' duly authorized officers.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as set forth below.

BEAUFORT COUNTY SCHOOL DISTRICT

TOWN OF BLUFFTON

BY: _____
Frank J. Rodriguez, Ph.D.
Superintendent

BY: _____
Stephen Steese
Town Manager

EXHIBIT A
PROJECT ENGINEER'S PRELIMINARY COST ESTIMATE

IGA Exhibit A - Yellow highlight represent Parking Lot additional work items and cost to be reimbursed by Beaufort County School District to Town of Bluffton upon payment by Town to Contractor and request by Town for reimbursement to School District.

Section Item #5.

CONSTRUCTION COST ESTIMATE

PROJECT: Pritchard Street Drainage Improvements

LOCATION: Bluffton, SC

PROJECT #: 2021-0735



CRANSTON

SCHOOL PARKING LOT					
DEMO & EROSION CONTROL					
Item	Description	Quantity	Units	Unit Price	Total
2023000	Removal & Disposal of Existing Pavement (Curb & Sidewalk)	70	SY	\$50.00	\$3,500.00
2025000	Removal & Disposal of Existing Asphalt Pavement	3182	SY	\$25.00	\$79,550.00
8114010	Tree Protection	1	EA	\$320.00	\$320.00
8156200	Cleaning Inlet Structure Filters	2	EA	\$230.00	\$460.00
8156215	Inlet Structure Filter - Type D2	1	EA	\$825.00	\$825.00
8156217	Filter Material For Inlet Structure Filter - Type D2	1	EA	\$400.00	\$400.00
8156219	Inlet Structure Filter - Type A	12	LF	\$30.00	\$360.00
DEMO & EROSION CONTROL					\$85,415.00
PAVING					
Item	Description	Quantity	Units	Unit Price	Total
3050104	Graded Aggregate Base Course (4" Uniform)	206	SY	\$25.00	\$5,150.00
	Plantation Mix Aggregate Surface Course (2" Uniform)	206	SY	\$6.00	\$1,236.00
4011004	Liquid Asphalt Binder PG64-22	17	TON	\$795.00	\$13,515.00
4030340	2" Asphalt Surface Course Type C, (220 LB/SY)	256	TON	\$135.00	\$34,560.00
PAVING					\$54,461.00
STRIPING, SIGNAGE, & MISC					
Item	Description	Quantity	Units	Unit Price	Total
6271010	4" White Solid Lines Thermoplastic - 90 MIL	1167	LF	\$1.50	\$1,750.50
6271025	24" White Solid Lines (Stop Lines)-Thermo.-125 MIL	16	LF	\$5.00	\$80.00
6271030	White Single Arrows (LT, Strght, RT) Thermo.-125 MIL	4	EA	\$120.00	\$480.00
6271050	Handicap Symbol-Thermo-125 MIL	2	EA	\$120.00	\$240.00
6510105	Flat Sheet, Type III, Fixed SZ. & Msg. Sign	13	SF	\$25.00	\$325.00
6531205	U-Section Post For Sign Supports - 2P	63	LF	\$12.00	\$756.00
7201018	Concrete Curb (18"x18") - Ribbon Curb	287	LF	\$55.00	\$15,785.00
7203110	Concrete Curb And Gutter(1'-6") Vertical Face	383	LF	\$48.00	\$18,384.00
7203220	Concrete Curb and Gutter (2'-0") - Sloping Face	274	LF	\$35.00	\$9,590.00
7204100	Concrete Sidewalk (4" Uniform)	90	SY	\$70.00	\$6,300.00
7209000	Pedestrian ramp construction	16	SY	\$100.00	\$1,600.00
7209999	Wheelstops	28	EA	\$150.00	\$4,200.00
STRIPING, SIGNAGE, & MISC					\$59,490.50
SCHOOL PARKING LOT, SUBTOTAL					\$199,366.50

IGA Sub-Total
\$83,050.00

IGA Sub-Total
\$53,225.00

IGA Sub-Total
\$57,890.00

IGA Parking Lot Reimbursement Items Total = \$194,165.00
Contingency at 20% + \$38,833.00
Total IGA Parking Lot Reimbursement Budget = \$232,990.00

PRITCHARD ST. STREETScape					
DEMO & EROSION CONTROL					
Item	Description	Quantity	Units	Unit Price	Total
2011000	Clearing & Grubbing - As Required	1.00	AC	\$10,000.00	\$10,000.00
2023000	Removal & Disposal of Existing Pavement (Curb, Sidewalk & Flume)	859	SY	\$50.00	\$42,950.00
2025000	Removal & Disposal of Existing Asphalt Pavement	633	SY	\$25.00	\$15,825.00
8100200	Temporary Cover	1	AC	\$1,500.00	\$1,500.00
8114010	Tree Protection	6	EA	\$320.00	\$1,920.00
8156200	Cleaning Inlet Structure Filters	21	EA	\$230.00	\$4,830.00
8156211	Inlet Structure Filter - Type E (Catch Basin Type 1)	7	EA	\$280.00	\$1,960.00
8156215	Inlet Structure Filter - Type D2	6	EA	\$825.00	\$4,950.00
8156217	Filter Material for Inlet Structure Filter - Type D2	6	EA	\$400.00	\$2,400.00
8156219	Inlet Structure Filter - Type A	96	LF	\$30.00	\$2,880.00
8152007	Sediment Tubes for Ditch Checks	105	LF	\$15.00	\$1,575.00
8153000	Silt Fence & Maintenance	319	LF	\$5.50	\$1,754.50
DEMO & EROSION CONTROL					\$92,544.50

DRAINAGE					
Item	Description	Quantity	Units	Unit Price	Total
7141113	18" RC PIPE CUL.-CLASS III	975	LF	\$175.00	\$170,625.00
7191005	Catch Basin -Type 1	13	EA	\$6,750.00	\$87,750.00
7191225	Catch Basin -Type 9 With Weir	1	EA	\$7,000.00	\$7,000.00
7191605	Catch Basin -Type 16	4	EA	\$8,000.00	\$32,000.00
7192040	Drop Inlet -Type 112	11	EA	\$8,000.00	\$88,000.00
7192300	Spring Box	1	EA	\$5,000.00	\$5,000.00
7201012	Concrete Curb (12"x18") - Flush Curb	141	LF	\$50.00	\$7,050.00
7203110	Concrete Curb and Gutter (1'-6") Vertical Face	242	LF	\$48.00	\$11,616.00
7203220	Concrete Curb and Gutter (2'-0") - Sloping Face	2020	LF	\$35.00	\$70,700.00
DRAINAGE					\$479,741.00

BMPS					
Item	Description	Quantity	Units	Unit Price	Total
8119990-01	18" Filter Media (BMP1)	175	CY	\$20.00	\$3,500.00
8110220-01	Double Shredded Hardwood Mulch (3in Depth) (BMP1)	29	CY	\$100.00	\$2,900.00
8161015-01	ADS MC-3500 CHAMBER SYSTEM (7,953 CF) - COMPLETE (BMP1)	1	LS	\$173,800.00	\$173,800.00
7191250-01	CATCH BASIN - TYPE 9 MH (BMP1)	1	EA	\$5,000.00	\$5,000.00
7191280-01	CATCH BASIN - TYPE 9 MH - OCS WITH GRATE(BMP1)	1	EA	\$6,500.00	\$6,500.00
7143624-02	24" SMOOTH WALL PIPE (BMP 2)	57	LF	\$130.00	\$7,410.00
7143624-03	24" SMOOTH WALL PIPE (BMP 3)	142	LF	\$130.00	\$18,460.00
7143624-04	24" SMOOTH WALL PIPE (BMP 4)	282	LF	\$130.00	\$35,250.00
7143624-05	24" SMOOTH WALL PIPE (BMP 5)	25	LF	\$130.00	\$3,125.00
7143624-06	24" SMOOTH WALL PIPE (BMP 6)	71	LF	\$130.00	\$8,875.00
7143624-07	24" SMOOTH WALL PIPE (BMP 7)	288	LF	\$130.00	\$36,000.00
7143624-08	24" SMOOTH WALL PIPE (BMP 8)	249	LF	\$130.00	\$31,125.00
BMPS					\$331,945.00

STRIPING, SIGNAGE, & MISC					
Item	Description	Quantity	Units	Unit Price	Total
6271010	4" White Solid Lines Thermoplastic - 90 MIL.	45	LF	\$1.50	\$67.50
6271020	12" White Solid Lines - Thermo. - 125 MIL.	703	LF	\$3.50	\$2,460.50
6271025	24" White Solid Lines (Stop Lines)-Thermo. -125 MIL.	48	LF	\$18.00	\$864.00
6271074	4" Yellow Solid Lines (Pvt.Edge Lines) Thermo-90 MIL.	2943	LF	\$1.15	\$3,384.45
6510105	Flat Sheet, Type III, Fixed Sz. & Msg. Sign	65	SF	\$25.00	\$1,625.00
6531205	U-Section Post for Sign Supports - 2P	135	LF	\$12.00	\$1,620.00
7204100	Concrete Sidewalk (4" Uniform)	1121	SY	\$70.00	\$78,470.00
7204900	Detectable Warning Material	23	SF	\$52.00	\$1,196.00
7205000	Concrete Driveway (6" Uniform)	149	SY	\$100.00	\$14,900.00
7209000	Pedestrian Ramp Construction	45	SY	\$100.00	\$4,500.00
7207001	Concrete Flume	18	LF	\$300.00	\$5,400.00
7189999	Permeable Sidewalk	155	SF	\$50.00	\$7,750.00
7209999	Wheelstops	8	EA	\$150.00	\$1,200.00
STRIPING, SIGNAGE, & MISC					\$123,437.45

PAVING					
Item	Description	Quantity	Units	Unit Price	Total
4011004	Liquid Asphalt Binder PG64-22	36	TON	\$795.00	\$28,620.00
4013120	Milling Existing Asphalt Pavement 2.0"	4651	SY	\$4.00	\$18,604.00
4030340	2" Asphalt Surface Course Type C, (220 LB/SY)	547	TON	\$135.00	\$73,845.00
5011100	Portland Cement Conc. Pav. 8" Uniform	227	SY	\$108.00	\$24,516.00
PAVING					\$145,585.00

LIGHTING					
Item	Description	Quantity	Units	Unit Price	Total
6750278	Furnish & Install 2.0" Schedule 80 Pvc Conduit	1585	LF	\$15.00	\$23,775.00
LIGHTING					\$23,775.00

LANDSCAPING					
Item	Description	Quantity	Units	Unit Price	Total
8110225	Root Barrier	894	LF	\$8.00	\$7,152.00
8110220	Double Shredded Hardwood Mulch (4in Depth)	95	CY	\$10.00	\$950.00
8131000	Sodding- Zoysia	2	MSY	\$9,000.00	\$18,000.00
8119992	Cabbage Palmetto - 2.5" Cal	13	EA	\$780.00	\$10,140.00
8119993	Willow Oak - 3" Cal	7	EA	\$1,104.00	\$7,728.00
8119994	Canna - 3 Gal	57	EA	\$45.00	\$2,565.00
8119995	Pink Muhly Grass - 3 Gal	109	EA	\$45.00	\$4,905.00
8119996	Prostrate Glossy Abelia - 3 Gal	23	EA	\$45.00	\$1,035.00
8119997	Purple Lovegrass - 1 Gal	18	EA	\$15.00	\$270.00
8119998	Sand Cordgrass - 3 Gal	83	EA	\$45.00	\$3,735.00
8119999	Snow Dwarf Mock Orange - 3 Gal	17	EA	\$45.00	\$765.00
LANDSCAPING					\$57,245.00

ADDITIONAL EXPENSES					
Item	Description	Quantity	Units	Unit Price	Total
1031000	Mobilization	1.00	LS	\$ 30,000.00	\$30,000.00
1032010	Bonds and insurance	1.00	LS	\$ 25,500.00	\$25,500.00
1071000	Traffic Control	1.00	LS	\$ 50,000.00	\$50,000.00
1050700	Const. Stakes, Lines & Grades	1.00	LS	\$ 25,000.00	\$25,000.00
1052000	Utility Relocation Complete	1.00	LS	\$ 50,000.00	\$50,000.00
	As-built construction plans	1.00	LS	\$ 4,500.00	\$4,500.00
ADDITIONAL EXPENSES					\$185,000.00

ADDITIONAL UNIT PRICE ITEMS (Used at Owner Discretion)					
Item	Description	Quantity	Units	Unit Price	Total
2034000	Muck Excavation and Disposal	60.00	CY	\$ -	\$0.00
	Aggregate Backfill Parking Lot Subgrade and Structural Fill Areas	20.00	TON	\$ -	\$0.00
	Utility Conflict - House Sewer Line Relocation	2.00	EA	\$ -	\$0.00
	Utility Conflict - House Water Line Relocation	2.00	EA	\$ -	\$0.00
	Additional Concrete 4000 PSI, Air Entrained	10.00	CY	\$ -	\$0.00
ADDITIONAL UNIT PRICE ITEMS (Used at Owner Discretion)					\$0.00

SUBTOTAL	\$1,638,639.45
10% CONTINGENCY	\$163,863.95
TOTAL	\$1,802,503.40

**Attachment 3
Proposed Motion**

Consideration of a Resolution Authorizing an Inter-Governmental Cost Share Agreement with Beaufort County School District for the Town to Complete the Pritchard Street Streetscape Project.

Proposed Motion

*"I move to **approve (deny or approve as amended)** authorizing the Town Manager to enter into an Inter-Governmental Cost Share Agreement with Beaufort County School District for the Town to complete the Pritchard Street Streetscape Project."*

TOWN COUNCIL

STAFF REPORT

Projects and Watershed Resilience Department



MEETING DATE:	July 8, 2025
PROJECT:	Consideration of a Resolution Authorizing an Easement Donation from Heritage at New Riverside Community Association to Complete the New River Linear Trail Project
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects and Watershed Resilience

REQUEST: Town Staff requests Town Council approve the Resolution (Attachment 1) authorizing an easement from Heritage at New Riverside Community Association for the purpose of completing a portion of the New River Linear Trail.

BACKGROUND: With the approval of the Fiscal Year 2025-2026 Strategic Plan and Fiscal Year 2025 Consolidated Budget, Staff continue with planning of Phases 1 and 2 of the New River Linear Trail improvements. The acquisition of this easement is necessary to safely transport the larger construction equipment from the New Riverside west entrance to the trail. Sample Easement is included as Attachment 2.

NEXT STEPS:

1. Town Council approves the acceptance of the easement donation.
2. Town Manager executes easement.
3. Recording of easement.

SUMMARY: Town Staff requests Town Council accept donation of the easement from Heritage at Ne Riverside Community Association and authorizes the Town Manager and Staff to take such actions as are necessary to complete the acceptance of the easement donation to construct the New River Linear Trail Project.

ATTACHMENTS:

1. Resolution
2. Sample Easement
3. Proposed Motion

RESOLUTION

A RESOLUTION AUTHORIZING ACCEPTANCE OF EASEMENTS FROM HERITAGE AT NEW RIVERSIDE COMMUNITY ASSOCIATION TO COMPLETE THE NEW RIVER LINEAR TRAIL PROJECT

WHEREAS, the Town of Bluffton (“*Town*”) owns and maintains real property commonly known as the New River Linear Park Trail (“*Trail*”), which Trail is utilized by the general public and crosses Heritage Parkway, which roadway is owned by Heritage at New Riverside Community Association, Inc.; and,

WHEREAS, the Town desires to complete necessary repairs and maintenance to the Trail and to install and permanently maintain a crosswalk on Heritage Parkway at the Trail to ensure the safety of the public utilizing the Trail (“*Project*”); and

WHEREAS, to complete the Project, the Town seeks to acquire, for a public purpose, (a) a Temporary Access Easement on, over and through Heritage Parkway to allow access to the Trail and (b) a Permanent Crosswalk Easement over a portion of the Heritage Parkway, more particularly for the installation and maintenance of a crosswalk at the intersection of the Trail and Heritage Parkway, where said parcels are specifically identified in “Exhibit A” attached hereto and incorporated herein by reference; hereinafter the “*Easements*”; and,

WHEREAS, the property owners expressed support for the Project and have voluntarily offered to execute a conveyance for the Easements to the Town over the parcel for a public purpose; and,

WHEREAS, the Town desires to accept the donation of the Easements and Town Council has determined that it is in the public interest for the Town to accept the donation and conveyance of the Easements; 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 donation and conveyance of the Easements to the Town and, to the extent necessary, to ratify the Town Manager’s actions related to the same.

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 acceptance of the donation and conveyance of the Easements to the Town, as identified in Exhibit “A”, as a donation to the Town for the public purpose described above; and approves the Easements in a substantially similar form as shown in Exhibit “B” attached hereto and incorporated herein by reference.

2. The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all documents necessary to affect the donation and conveyance of the Easements as a donation to the Town, including, without limitation, the acceptance and recordation of the above-referenced Easements 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 _____ DAY OF _____,
2025.**

Larry Toomer, Mayor
Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

EXHIBIT "A"
(THE EASEMENTS)

Tax Map Parcel Number	Address	Easement Type
1. R614-035-000-0440-0000	Right of Way known as Heritage Parkway	Temporary Access
2. R614-035-000-0587-0000	Right of Way known as Heritage Parkway	Permanent Crosswalk

EXHIBIT “B”
(EASEMENT FORM)

SPACE ABOVE RESERVED FOR RECORDING PURPOSES

UPON RECORDING, PLEASE RETURN TO:
FINGER, MELNICK, BROOKS & LABRUCE, P.A.
Attn: Brittany L. Ward
Post Office Box 24005
Hilton Head Island, South Carolina 29925

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **TEMPORARY ACCESS EASEMENT AND
PERMANENT CROSSWALK EASEMENT
AGREEMENT**

THIS TEMPORARY ACCESS EASEMENT AND PERMANENT CROSSWALK EASEMENT AGREEMENT (the “*Agreement*”) is made effective as of this ____ day of _____, 2025 (the “*Effective Date*”), by and between **HERITAGE AT NEW RIVERSIDE COMMUNITY ASSOCIATION, INC.**, (the “*Grantor*”), and **THE TOWN OF BLUFFTON**, a South Carolina municipal corporation (the “*Grantee*”).

WITNESSETH

WHEREAS, the Grantor affirms, acknowledges and represents that Grantor is the record owner of a parcel of real property, commonly known as Heritage Parkway, located in the Town of Bluffton with a mailing address of 2850 Ashley Phosphate Rd. Ste B, North Charleston, SC 29418 with Tax Map Nos. R614-035-000-0440-0000 and R614 035 000 0587 0000 and is more specifically described as:

All that certain piece, parcel or lot of land, lying and being in Beaufort County, South Carolina and being shown and described as “Open Space” totaling 43.614 Acres, “Common Area” totaling 1.090 Acres, “Amenity Area” totaling 6.766 Acres, “Access Easement” totaling .115 Acres and “Right of Way” totaling 6.592 Acres described as “50’ R/W”, “Heritage Parkway, “Spirit Way”, “Horizon Trail,” “Sandy Stream Drive,” Pioneer Point,” “Founders Walk,” “Prominence Point,” Heritage at New Riverside, on a plat thereof entitled “A Plat of Phase 1B Heritage at New Riverside, Town of Bluffton, Beaufort County, South Carolina” said plat being prepared by Thomas & Hutton Engineering Co., Savannah, Georgia, Boyce L. Young. S.C.R.L.S No. 11079, said plat being dated June 13, 2005, and recorded in the Beaufort County Records for Beaufort County, South Carolina in Plat Book 121 at Page 196. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.

All that certain piece, parcel or lot of land, lying and being in Beaufort County, South Carolina and being shown and described as “Open Space” totaling 17.963 acres and “Right of Way” totaling 3.113 acres described as “50’ R/W”, “Stepping Stone Way,”

“Cherry Orchard Lane,” “Heritage Parkway,” “Old Mill Crossing” Phase 1C, Heritage at New Riverside, on a plat thereof entitled “A Plat of Phase 1C Heritage at New Riverside, Town of Bluffton, Beaufort County, South Carolina” said plat being prepared by Thomas & Hutton Engineering Co., Savannah, Georgia, Boyce L. Young, S.C.R.L.S. No. 11079, said plat being dated August 8, 2006 and recorded in the Beaufort County Records for Beaufort County, South Carolina in Plat Book 116 at Page 79. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.

This being the same property conveyed to the Grantor by deed of Riverwalk Property Development, Inc., dated April 20, 2010 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on May 10, 2010 in Record Book 2955 at Page 996.

Collectively hereinafter referred to as the “*Property*”; and,

WHEREAS, on or about the 21st day of June, 2000, Grantor’s predecessor in title, New River Farms, L.P., Holly Branch Farms, LLLP, Jones and Associates Limited Partnership, the Barbara J. Bailey Limited Partnership, Dorothy R. Zetterower, Lillian R. Stephenson and Christopher C. Ryals, their successors and assigns (hereinafter collectively, “*Former Grantor*”), entered into that certain Development Agreement with the Town of Bluffton; and

WHEREAS, pursuant to that Development Agreement, Former Grantor executed and delivered a Deed to the Town of Bluffton conveying certain real property now known as the New River Linear Park Trail (hereinafter “*Trail*”), said Deed being dated December 4, 2000, and recorded on December 28, 2000, in the Office of the Register of Deeds for Beaufort County in Record Book 1367 at Page 1632; and

WHEREAS, in the Deed, Former Grantor reserved a general perpetual, non-exclusive right for ingress and egress in, on, over and through the Trail; and

WHEREAS, Former Grantor executed a Road Construction, Maintenance, Access and Use Easement Agreement (hereafter “*Access Easement*”) with the Town of Bluffton dated July 27, 2001, and recorded on August 1, 2001 in the Office of the Register of Deeds for Beaufort County in Record Book 1453 at Page 817 which granted Former Grantor, the right to construct and maintain a paved road over the Trail to provide access to and from their properties and to allow vehicles and pedestrian access over the road right-of-way between their properties; and

WHEREAS, Grantee desires to acquire certain temporary easement interests over portions of Grantor’s real property, known as Heritage Parkway, for a public purpose, more particularly, (i) to utilize Heritage Parkway to access the Trail to complete maintenance and repairs to the Trail; and to acquire certain permanent easement interests over Grantor’s Access Easement and right of way, for a public purpose, more particularly, (ii) to install and permanently maintain a crosswalk on Heritage Parkway at the Trail to ensure the safety of the public utilizing the Trail (the “*Project*”); and,

WHEREAS, in order to proceed with the Project, the Grantee will need to acquire the following easement interests on the Property, which are specifically shown and described on **Exhibit “A”**, attached hereto and incorporated herein by reference:

- a. A Temporary Access Easement on, over, and through Heritage Parkway to allow access to the

- Trail (hereinafter “*TAE Area*”); and
- b. A Permanent Crosswalk Easement (hereinafter “*PCE Area*”) consisting of 642 square feet, more or less; and,

Collectively hereinafter referred as the “*Easement Area*”; and,

WHEREAS, the Grantor desires to show its support for the Project by conveying the requisite easements to the Grantee, as more fully set forth herein; and,

WHEREAS, the Parties desire to execute this Agreement in order to establish temporary and permanent easements over the Easement Area on the Property for the purposes of completing the Project, to allow for the continued maintenance and repair of any improvements associated with the Project, and as more fully set forth herein, (collectively hereinafter referred to as the “*Easement*”).

AGREEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, subject to the terms and conditions set forth herein, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties do hereby agree as follows:

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

2. Consideration and Acknowledgement of Just Compensation. Grantor desires and agrees to donate and convey the easements over the Easement Areas to Grantee for charitable or public uses and purposes and for no monetary consideration. Further, Grantor acknowledges that Grantor has been fully informed of Grantor’s right to receive just compensation for the easements, pursuant to the United States Constitution, the South Carolina Constitution and the South Carolina Eminent Domain Act (S.C. Code Ann. § 28-2-370). Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive just compensation for the easements over the Easement Areas granted to the Town herein and chooses to donate the same for the benefit of the Project.

3. Grant of a Permanent Easement. Subject to the provisions of this Easement Agreement, the Grantor hereby declares, grants, bargains, donates, aligns, conveys, imposes and confirms unto the Grantee, its successors, successors-in-title and assigns, and Grantee’s contractors, tenants, invitees, customers, agents, lessees and employees (collectively the “*Grantee Parties*”) a non-exclusive, perpetual, commercial, transmissible, and irrevocable easements in over and upon the Property in the PCE Area, which runs with the land and is further described as provided for in this Agreement. Specifically, the Permanent Easement is a non-exclusive, irrevocable easement, license and permission upon, over, along, across, through and under the PCE Area for the purposes of completing and maintaining the Project, including but not limited to: (i) to construct, operate and maintain certain crosswalk improvements, including but not limited to the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the PCE Area (a) any sidewalk, paver, pathway, crosswalk, crosswalk signals, detectable warning system mats, emergency telephone or computer systems, walkway furniture, planters, irrigation lines, and/or other walkway improvements (the “*Crosswalk Improvements*”), and (b) the right of

ingress, egress, and access to and from and across and upon those portions of the Property immediately adjacent to the PCE Area as may be necessary or convenient for the purposes connected therewith.

Further, the Grantor shall grant and hereby grants and conveys to Grantee, its heirs, legal representatives, tenants, employees, agents, invitees, customers, successors and assigns, and any other persons whomsoever claiming under or through said parties, including but not limited to the general public (herein collectively, the “Public”), upon the completion of the Crosswalk Improvements in the PCE Area in accordance with the Project’s final construction plans, a perpetual, irrevocable, nonexclusive, ingress, egress, regress, pedestrian and bicycle access easement in, under, upon, about, over, across and through the Crosswalk Improvements now existing or hereafter constructed in the PCE Area. The Public may use the PCE Area for (i) ingress, egress, regress and access; (ii) the perpetual, non-exclusive and irrevocable right to use the Crosswalk Improvements now existing or hereafter constructed in the PCE Area for the purposes of pedestrian and bicycle circulation and, (iii) all other purposes reasonably necessary for the Public’s use and enjoyment of the Crosswalk Improvements; provided, however, the Town may, in its reasonable discretion, establish certain rules, restrictions and regulations over the Public’s use of and access to the PCE Area and Crosswalk Improvements as determined in the sole discretion of the Town.

4. Temporary Access Easement. The Grantor hereby grants and conveys to the Grantee Parties a two (2) year non-exclusive, irrevocable, temporary access easement, license and permission upon, over, along, across, through, and under the TAE Area, for the purposes of (i) access to the Trail for maintenance and repairs; and (ii) constructing any and all Crosswalk Improvements set forth in the Project’s final construction plans, including but not limited to: (a) ingress, egress, regress and access to the Property, and (b) any such other incidental uses reasonably necessary or desirable during the construction of the Project, as determined in the sole discretion of the Grantee.

5. Use of Easements. Grantor reserves the right to use the Property in any manner not inconsistent with the rights and terms of the Easement hereby granted. In no event shall the Grantee materially interfere with vehicular or pedestrian access to and from the Property and the public thoroughfare abutting thereto or the business operations being conducted on the Property or otherwise utilize any Property outside of the Easement Area, except as otherwise provided herein.

The Grantee Parties shall operate on the Easement Areas in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits. At all times the Grantee shall maintain all improvements, fixtures, and equipment in good condition and repair. The Parties agree that if there is damage to the Property, caused directly by a Grantee Party and in the performance of its rights or obligations hereunder, then said Grantee Party shall at its sole expense repair said damage, including but not limited to damage or disturbance of any asphalt, concrete, or other all-weather surface.

6. Acknowledgment. The Town acknowledges and agrees that no new boundary or property lines are created by the easements conveyed hereunder and therefore the setbacks and buffers, if any, required by applicable municipal zoning and development ordinances, including the Town’s Unified Development Ordinance shall continue to extend through the Easement Areas to the boundary line of the Property and adjacent rights-of-way. Further, that the grant of these easements and the improvements in the Easement Areas shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

7. Continuation of Other Easements. Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements held or possessed by the Grantee, either individually or collectively, on the Property.

8. Town Council Approval. Notwithstanding anything in this Easement 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, the Grantor acknowledges and agrees that the Town, as a South Carolina municipal corporation, may only acquire interests in real property through the adoption of a written resolution of the Bluffton Town Council at a duly held public meeting of Town Council.

9. Other Provisions, Terms and Conditions.

- a. *Construction of Agreement.* Each party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto or thereto by any court by reason of such Party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.
- b. *Modifications.* The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each Party.
- c. *Successors and Assigns.* All provisions of this Agreement shall run with the land and bind and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, and assigns, as the case may be.
- d. *Merger Provision.* This Agreement contains the entire agreement between the Parties with respect to the issues set forth herein. All other discussions, proposals, agreements or offers are merged into this Agreement.
- e. *Captions.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

TO HAVE AND TO HOLD, subject to the conditions and limitations set forth above, all and singular, the rights, privileges and easements aforesaid unto the Grantee, its successors and assigns, forever.

GRANTOR HEREBY COVENANTS with the Grantee that Grantor is lawfully seized and possessed of the Property or, in the alternative, holds non-exclusive easement rights for the purposes of access, utilities and the like thereto, and that Grantor has good lawful right to convey the easements conveyed herein, or any part thereof, and that Grantor will forever warrant and forever defend the title thereto against the lawful claims of Grantor's successors, heirs and assigns.

(Signature Page to Follow)

WITNESS Grantor's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:
**HERITAGE AT NEW RIVERSIDE COMMUNITY
ASSOCIATION, INC.**

Signature of First Witness

Name:

Printed Name of First Witness

Title:

Signature of Second Witness or Notary Public

Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____ as _____ for HERITAGE AT NEW RIVERSIDE COMMUNITY ASSOCIATION, INC., known or satisfactorily proven to be the persons whose names are subscribed to the within instrument, who acknowledged the execution thereof.

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

_____(SEAL)
(Signature of Notary Public)

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

WITNESS Grantee's Hand and Seal this _____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

GRANTEE:

TOWN OF BLUFFTON, a South Carolina
Municipal Corporation

(Signature of First Witness)

STEPHEN STEESE, ICMA-CM
Town Manager

(Printed Name of First Witness)

(Signature of Second Witness or Notary Public)

(Printed Name of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

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

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

_____(SEAL)
(Signature of Notary Public)

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

**EXHIBIT “A”
(Easement Area Drawing)**

STATE RECORDING FEE - S.C. CODE OF LAWS SECTION 12-24-40;
APPLICABLE COUNTY & MUNICIPAL TRANSFER FEE ORDINANCES

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before the undersigned, who is duly sworn, deposes and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed under the laws of the State of South Carolina, County of Beaufort.

GRANTOR: HERITAGE AT NEW RIVERSIDE COMMUNITY ASSOCIATION, INC.

GRANTEE: THE TOWN OF BLUFFTON

GRANTEE MAILING ADDRESS: 20 Bridge Street, Bluffton, SC 29910

DATE OF CONVEYANCE:

TRUE CONSIDERATION: \$10.00

TAX DISTRICT/MAP/PARCEL NO: R614-035-000-0440-0000 and R614-035-000-0587-0000

STATE RECORDING FEE EXEMPTION: This transfer is exempt from the statutory Recording Fee required by the State of South Carolina in accordance with Section 12-24-40(2) transferring realty subject to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts.

TRANSFER FEE EXEMPTION (if applicable): This transfer is exempt – transferring realty to state government agency.

Signed: _____
 Print Name: Brittany L. Ward
 Capacity: Finger, Melnick, Brooks & LaBruce, P.A.
 Attorney for Town

Sworn to and subscribed before me on
this _____ day of _____, 2025.

Notary Public of South Carolina
My commission expires:

ROD OFFICE USE ONLY

State Stamps Collected: \$ _____ Recording Date: _____
Transfer Fee Collected: \$ _____ Book: _____ Page: _____

Attachment 3
Proposed Motion

Consideration of a Resolution Authorizing an Easement Donation from Heritage at New Riverside Community Association to Complete the New River Linear Trail Project.

Proposed Motion

*"I move to **Approve (Deny or Approve as Amended)** a Resolution authorizing acceptance of an easement donation from Heritage at New Riverside Community Association, Inc. to complete the New River Linear Park Trail."*

TOWN COUNCIL

STAFF REPORT

Projects and Watershed Resilience Department



MEETING DATE:	July 8, 2025
PROJECT:	Consideration of an Ordinance for a Non-Exclusive Easement over Certain Real Property Owned by the Town of Bluffton Consisting of Parcel R610-028-000-0018-0000 in Favor of K. Hovnanian's Four Seasons at Carolina Oaks to connect the Four Seasons' Boardwalk to the New River Trail, First Reading
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects and Watershed Resilience

REQUEST: Town Council approve First Reading of an Ordinance (Attachment 1) authorizing the granting and transfer of a permanent easement (Attachment 2) to K. Hovnanian's Four Seasons at Carolina Oaks ("Four Seasons") over a portion of real property owned by the Town of Bluffton at 3829 Okatie Highway (Tax Map No. R610 028 000 0018 0000).

BACKGROUND: On 7/20/2005, the Jones Family and the Town of Bluffton entered into an Amendment to Development Agreement and Concept Plan for Jones Estate to govern the use and development of certain real property. This amendment provides for other improvements such as a boardwalk to be developed by the owner of the property, now Four Seasons. The easement to Four Seasons is necessary to assist with completing pedestrian connection from Four Season's existing boardwalk to the New River Linear Trail. Sample Easement is included as Attachment 2.

Should Town Council desire to pursue the granting of the easement, formal action to authorize the easement via Ordinance is necessary. In accordance with Sections 5-7-40 and 5-7-260 of the South Carolina Code of Laws and Sections 2-13(a)(8) and 2-13(a)(4) of the Code of Ordinances for the Town of Bluffton, Town Council must act by Ordinance to convey, lease, or authorize the conveyance or lease of any Town owned lands as well as easements and public rights-of-way. Therefore, the proposed Ordinance for approval of the Easement is provided as Attachments 1 and 2, respectively.

NEXT STEPS: Should Town Council desire to approve First Reading of the proposed Ordinance, the following next steps will be implemented:

1. Town Council approves Second and Final Reading of the proposed Ordinance.
2. Town Manager executes Easement.
3. Recording of Easement.

SUMMARY Consideration of granting a proposed Easement related to Town-owned property at 3829 Okatie Highway in favor of K. Hovnanian's Four Seasons at Carolina Oaks.

ATTACHMENTS:

1. Ordinance
2. Sample Easement
3. Proposed Motion

ORDINANCE NO. _____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO EXECUTE AND DELIVER AN EASEMENT TO K. HOVNANIAN'S FOUR SEASONS AT CAROLINA OAKS, LLC OVER CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BLUFFTON CONSISTING OF A PORTION OF PARCEL R610-028-000-0018-0000

WHEREAS, the Town of Bluffton, South Carolina, (the "*Town*") presently owns a parcel of land containing of approximately 41.00 acres located in the Town of Bluffton, Beaufort County, South Carolina, commonly known and identified as the New River Linear Trail ("*Trail*") and assigned Tax Map No. R610-028-000-0018-0000 (the "*Property*"); and,

WHEREAS, K. Hovnanian's Four Seasons at Carolina Oaks, LLC ("*Developer*") has requested that the Town grant it an approximately 898 square foot permanent easement (the "*Easement*") across a portion of the Property for the purpose of installing a pedestrian connection to access the Trail; and,

WHEREAS, Town Council has determined that it is in the best interests of the Town to authorize the execution and delivery of the requested Easement Agreement, which has been attached hereto as **EXHIBIT "A"**; 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 ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, as follows:

SECTION 1. EXECUTION AND DELIVERY OF EASEMENT. The Town Council hereby authorizes the transfer and conveyance of the necessary easement over the Property and hereby authorizes the Town Manager to execute the Easement Agreement in substantial form to the one attached hereto as **EXHIBIT "A"**.

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 transfer and conveyance of the easement on the Property from the Town, including, without limitation, the delivery and recordation of the Easement with the Office of the Register of Deeds for Beaufort County, South Carolina. The Town Manager is hereby authorized to pay such reasonable costs of the transaction as may be necessary.

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

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

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

Larry Toomer, Mayor
Town of Bluffton, South Carolina

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

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

Larry Toomer, Mayor
Town of Bluffton, South Carolina

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

SPACE ABOVE RESERVED FOR RECORDING PURPOSES

UPON RECORDING, PLEASE RETURN TO:

TOWN OF BLUFFTON
Attn: Town Clerk
 20 Bridge Street
 Bluffton, South Carolina 29910

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

STATE OF SOUTH CAROLINA)	EASEMENT AGREEMENT
)	(New River Linear Trail & Carolina Oaks)
)	Tax Map No. R614-028-000-5336-0000
COUNTY OF BEAUFORT)	Tax Map No. R610-028-000-0018-0000

THIS EASEMENT AGREEMENT (the “*Agreement*”) is made and entered into on this ____ day of _____, 2025, (herein, the “*Effective Date*”) by and between the **TOWN OF BLUFFTON**, a South Carolina municipal corporation (the “*Town*” and/or the “*Grantor*”) and **K. HOVNANIAN’S FOUR SEASONS AT CAROLINA OAKS, LLC**, a South Carolina limited liability company (the “*Developer*”).

WITNESSETH

WHEREAS, the Town is the record owner of that certain parcel of real property commonly known as a portion of the New River Linear Trail, R610-028-000-0018-0000 and as more particularly described on **EXHIBIT “A”** hereto, which by reference is fully incorporated herein (the “*Linear Trail*”); and,

WHEREAS, the Developer previously owned certain real property adjacent to the Linear Trail of approximately 14.8 acres, more or less, and assigned Beaufort County Tax Map No. R614-028-000-5336-0000, as more particularly described on **EXHIBIT “B”** hereto and which by reference is fully incorporated herein (the “*Parcel*”). Developer conveyed the Parcel to Carolina Oaks Association in Deed Book 4356 at Page 1095, recorded August 2, 2024 in the Office of the Beaufort County Register of Deeds. Contained in this Deed, Developer reserved unto itself certain rights to construct additional amenities or improvements on the Parcel; and,

WHEREAS, the Parcel is subject to the terms and conditions of the *Development Agreement for the Jones Estate* recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 1315 at Page 1099, as amended and supplemented (the “*Development Agreement*”); and,

WHEREAS, Section XII.A of the Development Agreement requires the Developer to construct a pedestrian connection to access the Linear Trail from the Parcel and to thereafter maintain such access in a safe and usable condition; and,

WHEREAS, as illustrated by the “*Encroachment Exhibit*” provided to the Town by the Developer and attached hereto as **EXHIBIT “C”** and fully incorporated herein by reference, the Developer will require an approximately EIGHT HUNDRED NINETY-EIGHT (898 SQ. FT.) SQUARE FOOT permanent easement interest over a portion of the Linear Trail in order to facilitate the requisite pedestrian connection to and from the Parcel (the “*Easement Areas*”); and,

WHEREAS, the Town desires to show its support for the Project by conveying the requisite easements over the Easement Areas to the Developer subject to the terms and conditions more fully set forth herein; and,

WHEREAS, the Parties desire to execute this Agreement to clarify and/or set forth the scope of the easements granted to the Developer and the obligations of the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and no other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

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 Agreement.

2. **Permanent Easement.** Subject to the provisions of this Agreement, the Town hereby grants and conveys to the Developer, its successors, assigns, employees, licensees, agents, invitees, and contractors, as well as any future owner of the Parcel and such other persons whomsoever claiming under or through said parties (collectively, the “*Grantee*”) a conditional, non-exclusive, perpetual, commercial, and transmissible easements to construct, operate and maintain certain pedestrian pathway improvements, including but not limited to the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Easement Areas such (a) lights, fixtures, poles, support infrastructure, communications infrastructure, conduits, wiring, meters, boxes, enclosures, transformers, hand-holes, transformer enclosures, connection boxes and/or other subsurface or above-ground lighting and electric utility improvements (the “*Utility Improvements*”), (b) pathway, pedestrian bridge, emergency telephone or computer systems, and/or other walkway improvements (the “*Sidewalk Improvements*”), and (c) drains, embankments, ditches, culverts, flumes, pipes and any other improvements used or useful in the collection, conveyance, testing and drainage of surface and storm water runoff (the “*Drainage Improvements*”)(with the Utility Improvements, the Sidewalk Improvements, and the Drainage Improvements collectively, the “*Improvements*”), together with the right of ingress, egress, and access to and from and across and upon those portions of the Linear Trail immediately adjacent to the Easement Areas as may be necessary or convenient for the purposes connected therewith. Together with the right, from time to time, to install any or all of the Improvements in the Easement Areas near the easement/lot lines; provided, however, any damage to the property of the Town caused by the Grantee in the exercise of its rights hereunder shall be repaired by Grantee at its cost and expense.

3. **Compliance with Laws and Regulations.** Developer shall operate and shall ensure that all Grantees operate on and within the Easement Areas and the Linear Trail in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of

South Carolina. Developer shall perform all work and operate within the Easement Areas in full and complete compliance with all applicable federal, State and local laws, ordinances, statutes, regulations, and permits (collectively, the “*Regulations*”), including but not limited to such Regulations pertaining to the protection of wetlands, groundwaters, and the environment. Developer shall be solely responsible for any violation of any Regulation and agrees to promptly pay any fines or penalties imposed because of such violations. The Developer shall be solely responsible for obtaining all necessary easements, rights-of-entry, permits, and/or approvals from Dominion Energy of South Carolina, Inc. (“*Dominion*”) prior to any construction, maintenance, development, or work within the Easement Areas or the Linear Trail.

4. **Maintenance.** Developer, at its sole cost and expense, shall and hereby agrees to maintain any and all Improvements within the Easement Areas in a safe, neat, and orderly manner, free of debris and hazardous conditions, and further agrees to repair, replace, and renovate such Improvements when reasonably necessary.

5. **Damage and Interference.** In no event shall a Grantee materially interfere with the Town’s or the public’s use of the Linear Trail. Developer shall be solely responsible for the protection and safety of the general public within the Easement Areas and Developer shall take all reasonably necessary precautions to ensure that the general public is protected from any harm arising from or connected with the Grantee’s use of the Easement Areas. The parties to this Agreement agree that Developer shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by a Grantee during the life of this Agreement and shall restore any impacted portions of the Linear Trail to its prior condition, including but not limited to re-seeding grassed areas.

6. **Notice Prior to Commencing Work.** Prior to commencing any work, maintenance, or development within the Easement Area, the Developer shall provide the Town with at least seven (7) days’ prior written notice; provided, however, in the event of a bona fide emergency, Developer shall provide the Town with whatever notice is reasonable under the circumstances.

7. **AS IS, WHERE IS.** The easements granted hereunder are made on an “**AS IS**” basis without any representation or warranty as to the condition of the Easement Areas or any improvements thereon. The Parties acknowledge and agree that the Town is under no obligation to maintain or repair any Improvements in the Easement Areas, now existing or to be constructed, for the benefit of a Grantee or any other persons. Further, the Developer shall not modify, alter, construct, make or remove any Improvements constructed within the Easement Area or permit the same without the prior written consent of the Town.

8. **Indemnification.** Developer shall defend, indemnify and hold harmless the Town, its affiliates, and its respective officers, members, employees, representatives, agents, successors and assigns (each an “*Indemnified Party*” and collectively, the “*Indemnified Parties*”), from and against all claims, demands, suits, actions, expenses, judgments, obligations, damages, charges, losses and liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, taxes, fees, costs, or expenses of whatever kind (including, without limitation, amounts paid to enforce the provisions of this Section and amounts paid in settlement, interest, court costs, costs of investigators, fees and expenses of attorneys, accountants, financial advisors and other experts, and other expenses) that may be imposed upon, incurred by or asserted against and Indemnified Party and arising out of or resulting from: (a) any negligent or tortious act, error or omission attributable in whole or in part to any Grantee; and (b) any failure by a Grantee to perform its obligations, either express or implied, under this Agreement; and (c) bodily injury, death of any person, or damage to real or tangible, personal or intellectual property resulting from any Grantee’s negligence or wrongful acts or omissions; and (d)

any breach of any of Grantee's representations, warranties or obligations under this Agreement. Notwithstanding the foregoing, the indemnification obligation set forth above shall not include any claims, demands, judgments, suits, actions, expenses, losses or liabilities, including costs and attorney's fees, which are caused solely by the negligence of the Indemnified Party seeking to enforce such obligation. This provision shall survive the termination of this Agreement for any claim arising during the term of the Agreement.

9. **Revocation of Easements.** In the event that the Developer or a Grantee materially breaches this Agreement or otherwise exercises their rights hereunder in an unacceptable or objectionable manner, as determined in the sole and absolute discretion of the Town, and such acts of are either incapable of being cured or are not cured within seven (7) days of Developer's receipt of written notice from the Town regarding the same, the Town shall have the unilateral right to revoke and terminate this Agreement and the easements conveyed hereunder. In the event this Agreement is terminated by the Town, the Developer shall promptly remove all equipment, materials, litter, debris, fencing, and Improvements from the Easement Areas and restore the Easement Areas to their pre-existing condition as required in Section 5 hereof.

10. **Default and Remedies.** In addition to the remedies provided in Section 9 hereof, in the event of a default by either party hereto, the non-defaulting party may seek any and all remedies permitted by law or available in equity. For avoidance of confusion, such remedies shall include the right of self-help for the Town if the Developer shall continue to fail, after notice and the seven-day cure period, to perform any necessary maintenance required of it hereunder, and Developer hereby agrees to reimburse the Town for the expenses and costs incurred in correcting the same within thirty (30) days of receipt of statement itemizing said costs and expenses incurred by the Town.

11. **Transferability.** The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by, and obligations imposed by, this Agreement are commercial easements and are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

12. **Town Council Approval.** 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, the Grantor acknowledges and agrees that the Town, as a South Carolina municipal corporation, may only convey interests in real property through the adoption of a written ordinance of the Bluffton Town Council at such duly held public meeting(s) of Town Council.

13. **Modifications.** The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each party.

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

15. **Successors and Assigns.** All provisions of this Agreement shall run with the land and bind and inure to the benefit of each party and each party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, and assigns, as the case may be. The

obligations, covenants, and responsibilities of the Developer and the Grantee hereunder shall only be conveyed, assigned, or transferred as part of the conveyance, assignment, or transfer of the Parcel.

16. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

17. **Continuation of Other Easements.** Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements held or possessed by the Parties, either individually or collectively, within the Easement Areas.

18. **Cooperation.** The parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intended purpose of this Agreement.

19. **Notice.** Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “Notice”) in writing and addressed to the other party at its address set out herein (or, in the alternative, for the Developer and/or its successors and assigns, at the address shown on the most recent tax bill for the Parcel issued by Beaufort County). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail, or first-class U.S. mail. Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section 19.

TO HAVE AND TO HOLD, subject to the conditions and limitations set forth above, all and singular, the rights, privileges, and easements aforesaid unto the Grantee, its successors and assigns, forever.

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

WITNESS Grantor's Hand and Seal this ____ day of _____, 2025.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

GRANTOR:

TOWN OF BLUFFTON, a South Carolina
municipal corporation

(Signature of First Witness)

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

(Printed Name of First Witness)

(Signature of Second Witness or Notary Public)

(Printed Name of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

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

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

(Signature of Notary Public) (SEAL)

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

WITNESS Grantee's Hand and Seal this ____ day of _____, 2025

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

GRANTEE:

K. HOVNANIAN'S FOUR SEASONS AT
CAROLINA OAKS, LLC, a South Carolina
limited liability company

(Signature of First Witness)

(Printed Name of First Witness)

(Signature of Second Witness or Notary Public)

(Printed Name of Second Witness or Notary Public)

(L.S.)

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025,
before me, the undersigned Notary Public of the State and County aforesaid, personally appeared
_____ as _____ for K. HOVNANIAN'S FOUR SEASONS AT
CAROLINA OAKS, LLC, a South Carolina limited liability company, known or satisfactorily proven to
me to be the person whose name is subscribed to the within instrument, who, on behalf of the company,
acknowledged the execution thereof.

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

(Signature of Notary Public) (SEAL)

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

EXHIBIT “A”
(Property Description for the Linear Trail)

ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Bluffton County of Beaufort, South Carolina, containing 41.00 acres, more or less, shown and designated as “**Tract A**” on that certain survey entitled “*Property Survey for: New River Farms, L.P., et al., of: ‘Linear Park’, Location: Bluffton Township, Beaufort Co., South Carolina – Town of Bluffton*” prepared by James M. Anderson, S.C.R.L.S. 9213, certified by James M. Anderson & Associates, Inc., dated February 8, 2000, and recorded July 24, 2000, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 75 at Page 93.

This being a portion of the same property conveyed to the Town by deed of New River Farms, L.P., Holly Branch Farms, L.P., Jones Associates, L.P., the Barbara J. Bailey Limited Partnership, Dorothy Zetterower, Lillian R. Stephenson, and Christopher C. Ryals, as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Record Book 1367 at Page 1632.

Tax Map No. R610-028-000-0018-0000.

EXHIBIT “B”
(Property Depiction for the Parcel)

ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Bluffton Beaufort County, South Carolina described as “Common Area” containing 14.804 acres, more or less, TMP: R614-028-000-5336-0000 on a plat entitled “Subdivision Plat, Four Seasons Phase 5 A Portion of Parcels 4D & 4E Shubrick Lakes Tract, Town of Bluffton, Beaufort County, South Carolina” dated December 1, 2023, prepared by Thomas & Hutton Engineering Co., certified by Robert K. Morgan, RLS (SC#26957), and recorded in the Beaufort County Records in Plat Book 162 at Page 195 on December 14, 2023. For a more detailed description as to the location, courses, metes, bounds, distances; etc. reference may be had to the above recorded plat.

This being a portion of the same property conveyed to Developer by Magnolia Residential Investors, LLC, by (a) deed dated November 5, 2020 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on November 12, 2020 in Record Book 3933 at Page 1755; (b) deed dated May 2, 2019 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on May 15, 2019 in Record Book 3760 at Page 251; and (c) deed dated April 17, 2023 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on April 24, 2023 in Record Book 4235 at Page 2427.

Tax Map No. R614-028-000-5336-0000

EXHIBIT “C”
(Easement Depiction)

STATE RECORDING FEE - S.C. CODE OF LAWS SECTION 12-24-40;
APPLICABLE COUNTY & MUNICIPAL TRANSFER FEE ORDINANCES

PERSONALLY appeared before the undersigned, who is duly sworn, deposes and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed under the laws of the State of South Carolina, County of Beaufort.

STATE RECORDING FEE EXEMPTION: This transfer is exempt from the statutory Recording Fee required by the State of South Carolina in accordance with Section 12-24-40(2) transferring realty subject to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts.

Signed: _____
 Print Name: Brittany L. Ward
 Capacity: Finger, Melnick, Brooks & LaBruce, P.A.
 Attorney for Town

Notary Public of South Carolina
My commission expires: _____

State Stamps Collected: \$ _____ Recording Date: _____
Transfer Fee Collected: \$ _____ Book: _____ Page: _____

Attachment 3
Proposed Motion

Consideration of an Ordinance for a Non-Exclusive Easement over Certain Real Property Owned by the Town of Bluffton Consisting of Parcel R610-028-000-0018-0000 in Favor of K. Hovnanian's Four Seasons at Carolina Oaks to connect the Four Seasons' Boardwalk to the New River Trail, First Reading

Proposed Motion

*"I move to **Approve (Deny, or Approve as Amended)** the first reading of an Ordinance authorizing the Town Manager to execute an Easement providing a non-exclusive easement over certain real property owned by the Town of Bluffton, located at 3829 Okatie Highway, in favor of K. Hovnanian's Four Seasons at Carolina Oaks, LLC for the purpose of installing a pedestrian connection to access the New River Linear Trail."*

TOWN COUNCIL

STAFF REPORT
Executive Department



MEETING DATE:	July 8, 2025
PROJECT:	Consideration of a Resolution Appointing Walter Nester III to the Military Enhancement Committee for a Three-Year Term
PROJECT MANAGER:	Stephen Steese, Town Manager

REQUEST: Town Staff requests Town Council approve the Resolution (Attachment 1) appointing Walter Nester III to the Military Enhancement Committee for a three-year term expiring June 30, 2028.

BACKGROUND: The Military Enhancement Committee (MEC) is a liaison between the Beaufort County community and its military installations. Since August 2023, Emmett McCracken has served as the Bluffton citizen representative. Mr. McCracken’s term has expired and Mr. Nester has expressed interest in serving on the committee. The MEC works with local, state and federal partners to enhance quality of life for military personnel and their families and support mission readiness. Mr. Nester is a former marine and an active participant in the local Bluffton community.

NEXT STEPS:

1. Town Council approve the appointment of Walter Nester III.

ATTACHMENTS:

1. Resolution

RESOLUTION 2025 -

**A RESOLUTION APPOINTING WALTER NESTER III TO THE MILITARY
ENHANCEMENT COMMITTEE WITH A TERM EXPIRING JUNE 30, 2028**

WHEREAS, the Town of Bluffton (“*Town*”) supports our local military committee and desires to be a partner with other local, state and federal groups; and,

WHEREAS, the Town desires to appoint a Bluffton citizen to the Military Enhancement Committee which is an auxiliary committee of the Beaufort Regional Chamber of Commerce; and,

WHEREAS, the Military Enhancement Committee was created to protect, enhance and grow the military presence in Beaufort County through advocacy, information sharing and influence at the local, state and national levels.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF BLUFFTON, SOUTH CAROLINA, AS FOLLOWS:**

1. The Town Council hereby appoints Walter Nester III to the Military Enhancement Committee with a term expiring June 30, 2028.

**THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.
SIGNED, SEALED AND DELIVERED AS OF THIS ____ DAY OF _____,
2025.**

Larry Toomer, Mayor
Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

TOWN COUNCIL

STAFF REPORT
Executive Department

MEETING DATE:	July 8, 2025
PROJECT:	Proposed Amendments to The Town of Bluffton's Municipal Code of Ordinances, Chapter 4 – Animals to Align with Beaufort County's Ordinance - First Reading
PROJECT MANAGER:	Heather Colin, Assistant Town Manager

REQUEST: Town Staff requests Town Council's consideration of amendments to Chapter 4 – Animals, of the Code of Ordinances to align with Beaufort County's Ordinance.

BACKGROUND: The Town, along with the City of Beaufort, the Town of Port Royal and the Town of Hilton Head Island, initially entered into an Intergovernmental Agreement (IGA) in 2016. This enables the County to enforce animal control laws uniformly throughout the County and its municipalities.

The County is proposing to amend the current Ordinance to include the following:

- Add key definitions;
- Updates to the dangerous animal's section; and
- Addresses the abandonment of animals, particularly livestock during adverse weather events and potential evacuations.

The County's Community Services Committee reviewed on June 2 and County Council anticipates first reading on June 23rd, second reading on July 14th and third and final reading on August 11th. In order to maintain the IGA, the Town must consider and adopt similar Ordinances.

NEXT STEPS: Should Town Council approve first reading, second and final reading is anticipated on August 12th.

ATTACHMENTS:

1. Proposed Ordinance

ORDINANCE NO. 2025-
TOWN OF BLUFFTON, SOUTH CAROLINA
AN ORDINANCE AMENDING CHAPTER 4 - ANIMALS
OF THE CODE OF ORDINANCES FOR THE TOWN OF BLUFFTON, SOUTH CAROLINA

WHEREAS, the Town of Bluffton and Beaufort County operate under an Intergovernmental Services Agreement for the Beaufort County Animal Services Department to provide animal control services within the Town's municipal boundaries; and,

WHEREAS, the Code of Ordinances for the Town of Bluffton Chapter 4, Animals provides the current regulations pertaining to disorderly and nuisance premises which was adopted on May 14, 2019 through Ordinance 2019-6; and,

WHEREAS, in accordance with the Intergovernmental Services Agreement, the Town adopted language contained in Beaufort County's Animal Ordinance Chapter 14 Article II Animal Control on June 14, 2016 through Ordinance 2016-07 in an effort to improve the general safety, welfare, health and properties of the citizens of the Town of Bluffton; and,

WHEREAS, Beaufort County has formally requested consideration for amendments to existing shared language in both the County's and the Town's Animal Control Ordinances; and,

WHEREAS, the Town of Bluffton Town Council 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 Town Council also has the authority to enact ordinances for care and control of dogs, cats, and other animals pursuant to South Carolina Code of Laws 1976, Section 47-3-20; and,

WHEREAS, the Code of Ordinances for the Town of Bluffton Chapter 4, Animals provides the current regulations pertaining to disorderly and nuisance premises; 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 Town of Bluffton Town Council desires to amend Chapter 4 - Animals to enable the Town of Bluffton and the Beaufort County Animal Services Department to better facilitate, regulate, supervise, and provide consistent treatment throughout the Town.

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 the Code of Ordinances for the Town of Bluffton, South Carolina as indicated in Exhibit A.

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 _____, 2025.

This Ordinance was read and passed on First Reading on _____, 2025.

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

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

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

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

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

Chapter 4 ANIMALS¹

ARTICLE I. IN GENERAL

Secs. 4-1—4-25. Reserved.

ARTICLE II. ANIMAL CONTROL²

Sec. 4-26. Authority for and enactment of chapter.

This article is hereby authorized by S.C. Code 1976, § 47-3-20, as amended.

Sec. 4-27. Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined:

Abandonment shall mean deserting, forsaking, or intending to give up absolutely a pet or livestock without securing another owner or without providing for adequate food, water, shelter, and care. An animal is considered abandoned when it has been left unattended for 24 hours absent extenuating circumstances.

Adverse Weather shall mean: a heavy rain event which could lead to flooding; strong winds which could cause property damage, disrupt travel, or create hazardous conditions; snow and freezing temperatures which may cause frostbite, hypothermia, and/or difficulty accessing food and water; extreme temperatures—both high and low—which could pose health risks; thunderstorms with potential for lightning, high winds, or heavy rain; tornado risk; flooding; hail; or dust storms.

Animal shall mean a live vertebrate creature except a human being.

BCAS shall mean Beaufort County Animal Services.

BCAS director shall mean any person so appointed by the county administrator.

BCAS facility shall mean any facility designated by the County Council for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this chapter.

BCAS officer shall mean any person employed by the county as an enforcement officer of the provisions of this chapter.

Breeder shall mean any person owning unaltered pets with the intent of selling the pets' offspring.

County Administrator shall mean the individual in the said position or its assignee or designee.

Domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were historically domesticated for human companionship and service.

Dub shall mean to trim or remove.

Feral shall mean any animal that was domesticated at one time but now lives in the wild or a controlled colony, or that has been born in the wild and has not been domesticated.

Habitual Nuisance shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property on three (3) or more occasions within any twelve (12) month period.

EXHIBIT A

Infraction shall mean a breach, violation, or infringement of this chapter for which the only penalty authorized is a fine and is expressly designated as an infraction. Infractions are intended to carry a civil penalty without the possibility of jail and thus are non-criminal in nature.

Injury or "Bodily Injury" shall mean: (1) broken bones, (2) lacerations, (3) punctures of the skin, or (4) any physical injury resulting in prolonged or permanent disability, loss of consciousness, or death.

Kennel shall mean a small shelter for a dog, cat, or other animal.

Livestock shall mean all classes and breed of animals, domesticated or feral, raised for use, sale, or display.

Muzzle shall mean a guard, typically made of straps or wire, fitted over part of an animal's face to stop it from biting or feeding.

Non-domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were not historically domesticated for human companionship and service.

Nuisance shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

Owner shall mean any person who:

- (1) Has a property right in an animal;
- (2) Keeps or harbors an animal, has it in his or her care, or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her for three or more days.

Pet shall mean any animal, which may be legally held as a pet by a private citizen without special permit or permission; i.e., dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

Pit Bull shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics which predominantly conform to the standards established by the American Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.

Provocation shall mean an intentional action or statement made to incite anger, aggression, annoyance, or a violent response.

Shelter shall mean a structure made of durable material with four walls, a roof, and floor that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

Tethering shall mean a chain, rope, leash, cable, or other device that attaches the pet via a collar or harness to a single stationary point.

Unaltered shall mean a pet which has not been spayed or neutered.

Under restraint shall mean when an animal is prevented from freedom of movement or action; and is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device.

Sec. 4-28. County pet license; rabies vaccination tags.

It shall be unlawful for the owner of any pet to fail to provide any pet over four months of age with a current county annual or lifetime license. The owner of any pet over four months of age must show proof that they have been vaccinated by a licensed veterinarian. No county license will be issued unless proof of rabies inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have 30 days in which to obtain the license.

Sec. 4-29. Lifetime/annual pet license issuance, fees and exemptions.

- 1) *Eligibility.* The owner of a pet after being spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.
- 2) *Permanent identification requirement.* A person applying for an annual license or lifetime license shall choose either a tattoo, a BCAS approved tag, or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form and when applicable, a new registration with the micro-chipping company. For permanent identification of restricted breeds, see section 14-30.
- 3) *Pets previously microchipped.* If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:
 - a) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.
 - b) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.
 - c) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of a permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.
- 4) *County license and fees.* The BCAS director shall establish a fee schedule subject to the approval of the County Council. All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.
 - a) *Lifetime pet license.* To be eligible for a lifetime pet license a pet shall:
 - i. Be spayed or neutered.
 - ii. Microchipped.
 - iii. Pay the appropriate one-time fee per the published fee schedule.
 - b) *Annual pet license.* All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:
 - i. Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.
 - ii. Any owner of a dog that is currently being used for hunting purposes. Owners must provide a copy of a valid South Carolina hunting license by the proper state agency and proof that the dog is properly registered with the South Carolina Department of Natural Resources. Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

Sec. 4-30. Declaration of restricted dog, appeal of breed determination.

- a) For the purposes of this section, a restricted dog shall be any breed of dog which is defined as a Pit Bull in Section 4-27 of this Chapter.
- b) No person may own, keep, or harbor a restricted dog in violation of this section.
- c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof that one of the following exemptions applies:

- 1) The restricted dog is less than four months of age;
 - 2) A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because of its age, infirmity, disability, or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance;
 - 3) The determination of the dog's breed is under appeal pursuant to subsection (f); or
 - 4) The owner or custodian has owned or had custody of the dog less than 30 days, in which case the owner or custodian shall have ten (10) calendar days to have the restricted dog spayed or neutered from the date they receive notice of the breed determination from the BCAS director or his/her designee in accordance with section(e).
- d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS-approved microchip.
- e) Determination of breed.
- 1) *Determination.* The BCAS director or his/her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in section 14-27 for Pit Bulls shall not be construed to indicate the dog is not a Pit Bulldog under this section.
 - 2) *Notice.* Upon determination of the breed, the BCAS officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the determination of breed and state the dog shall be spayed or neutered within ten days of receipt of said notice.
 - 3) *Compliance.* The owner or custodian of an unaltered restricted dog shall comply with this article within ten days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If ownership of the dog is transferred within the time for compliance, the original owner or custodian must provide BCAS with the new owner's name and address.
 - 4) Whenever an unlicensed pit bull at any age is found within the county, the animal may be temporarily detained or impounded by the animal control authority for the purpose of identifying the pit bull for enforcement purposes. The owner shall be responsible for the cost of any kenneling fees incurred during the period of temporary detainment or impoundment.
 - 5) For the first offense, a violation of this section is a civil infraction which subjects the offender to a monetary penalty of up to two hundred fifty dollars. Any second or subsequent offense of this section within one year of the first offense shall be a violation which subjects the offender to a monetary penalty of up to five hundred dollars and/or confinement for up to 30 days. For purposes of this section, proof of a prior violation by an individual shall not require proof that the same pit bull is involved. Each day of violation shall be a separate offense. Should a violator fail to pay penalties imposed under this section, the County shall be entitled to move the magistrate court for an order to show cause why the pet should not be seized until payment is made.
 - 6) Alternatively, if the pit bull has been moved to a location outside the County, within 15 days of the County mailing the notice of determination, the owner or custodian shall provide the city with the new location of the pit bull, the current owner or custodian's name, and the telephone number and address of the owner or custodian.
 - 7) This section shall not apply to a pit bull that is:
 - i) an assistance dog as defined in Food and Agricultural Code § 30850;

- ii) a dog which has been certified by a licensed veterinarian as having a health reason for not being spayed/neutered; or
 - iii) a dog which is used for breeding purposes at a breeding kennel licensed by the County.
- f) Appeal.
 - 1) An owner or custodian who receives a notice of a declaration of a restricted dog breed determination may appeal the determination to the Beaufort County Magistrate Court within ten (10) days of receipt of the notice. If appealed, a hearing shall be held in the Beaufort County Magistrate Court for a final breed determination. If the court determines the dog to be a restricted breed, the court shall require the dog to be spayed or neutered within ten (10) days and require the owner or custodian to provide written verification to BCAS confirming compliance within the same time period.
 - 2) If after a final breed determination, the owner or custodian fails to comply with the restricted breed requirements, BCAS shall request the County Attorney to petition the Beaufort County Magistrate Court for an animal pickup order or a search warrant for the temporary seizure of the dog for purposes of enforcing the requirements of this section. The owner or custodian of the restricted dog shall be responsible for any and all costs associated with enforcing the requirements of this section.
 - 3) If the notice of a declaration of a restricted dog breed is not appealed within ten (10) days of receipt of the notice the determination, then the restricted breed determination shall constitute a final determination.
- g) *Noncompliance.* If the owner or custodian of a dog determined to be a restricted breed under this section fails to comply with the requirements of this section and has not appealed the initial determination by BCAS within 10 days, then a citation may be issued by a BCAS officer. BCAS may petition the Beaufort County Magistrate Court for an animal pickup order or a search warrant for the temporary seizure of the dog for purposes of enforcing the requirements of this section during the adjudication of the citation hearing and no 10-day grace period shall be required. The owner or custodian of the restricted dog shall be responsible for any and all costs associated with enforcing the requirements of this section.

Sec. 14-31. Pet breeder license, inspection and fees.

It shall be unlawful for a pet breeder to fail to obtain a county pet breeder license. The requirements for such a license are as follows:

- (a) Individuals engaged or intending to engage in breeding must obtain a non-transferable pet breeder license from BCAS.
- (b) Applicants must have a valid county annual pet license and microchip for all pets before applying for the pet breeder license.
- (c) BCAS shall conduct an inspection of the identified property for the pet breeders' license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.
- (d) To qualify for a pet breeder license the applicant must demonstrate the following:
 - (1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.
 - (2) All pet enclosures must be constructed in such a manner that they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.
 - (3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.

EXHIBIT A

- (4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.
- (e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five years of the date of application.
- (f) The pet breeder license fee published in the fee schedule approved by County Council. The license shall expire 365 days after the date it is issued.
- (g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by BCAS.

Sec. 14-32. Dangerous animals. (This section replaces previous section),

The purpose of this Section is to establish a procedure whereby animals that pose a reasonably significant threat of causing injury to humans, domestic animals, livestock, or property are identified and subjected to precautionary restrictions in order to prevent initial or additional injuries. Notwithstanding the date of adoption, this Section shall be effective retroactively to include offenses committed on or after January 1, 2025.

a)

- 1) Level 1 behavior is established when an animal, whether or not confined, is found to menace, chase, display threatening or aggressive behavior, or otherwise threaten or endanger the safety of any domestic animal, livestock, or person.
- 2) Level 2 behavior is established when an animal, whether or not confined, bites or causes physical injury to any domestic animal, livestock, or person.
- 3) Level 3 behavior is established when:
 - A. An animal, whether or not confined, causes the significant injury or death of any person, domestic animal, or livestock.
 - B. An animal engages in or is found to have been trained to engage in exhibitions of fighting; or
 - C. An animal that has been classified as a level 2 potentially dangerous dog repeats the behavior described in subsection 2) after the owner receives notice of the level 2 behavior classification.
- b) Notwithstanding section a), the Animal Services Officer shall have the discretion to refrain from classifying a dog as potentially dangerous even if the dog has engaged in the behaviors specified in section a) if the Officer determines that the behavior was a result of the victim abusing or tormenting the dog or other extenuating circumstances.
- c) No dog shall be classified as potentially dangerous if the behavior in question was directed against a trespasser that illegally entered a residence.
- d) The restrictions for a dog classified under section a) shall be eligible for review upon request of the Owner by the Animal Service Officer after one year for dogs classified as Level 1 or Level 2 and by the magistrate court after five years for dogs classified as Level 3. If, after a requested review of a dog classified as Level 1 or Level 2, the Animal Services Officer determines that the classification and restrictions should stand, the Owner may appeal the determination to the magistrate court. An Owner may not request another review of a Level 1 or Level 2 classification until a full year has passed from the date of the final determination regarding the prior review, which is comprised of the Animal Services Officer's determination if unappealed, or the magistrate court's order if appealed. An Owner may not request another review of a Level 3 classification until five years have passed from the date of the magistrate court's order regarding the Level 3 classification review.

- e) If the owner can show that the behavior that caused the classification of Level 1 or Level 2 has been corrected to the satisfaction of the Animal Services Officer, the Officer may modify or remove the classification. Level 3 classification dog owners may petition the magistrate court after five (5) years to modify or remove the classification if they can show that the behavior which caused the classification has been corrected.
- f) Identification of Potentially Dangerous Dogs – Appeals, Restrictions Pending Appeal.
- 1) The Animal Services Officer shall provide the dog's owner—either personally or by posting at the owner's address—a written initial determination that the dog is potentially dangerous containing a description of the dog's specific behavior, classification as a potentially dangerous dog, the additional restrictions applicable to that dog by reason of its classification, and a hearing date for the final dangerous dog determination to be held in magistrate court.
 - 2) The magistrate court shall make a final determination as to whether the dog is dangerous under this Ordinance within 30 days of the initial determination, or as soon as practicable. The owner and any other person having relevant evidence concerning the dog's behavior as specified in section shall be allowed to present statements. The magistrate court shall issue an order containing the determination, which shall be final.
 - 3) Once the owner has received notice of the dog's classification as a Level 1 or Level 2 potentially dangerous dog pursuant to section a), the owner shall comply with the restrictions specified in the notice, within ten days. If the Animal Service Officer's decision is upheld, the dog's owner shall be liable for the cost of the dog's impoundment, if any.
 - 4) If the Animal Services Officer finds that a dog has engaged in Level 3 behavior, the dog may be impounded pending completion of the final determination hearing. If the Animal Services Officer's decision is upheld, the dog's owner shall be liable for the cost of the dog's impoundment, if any.
- g) Regulation of Potentially Dangerous Dogs.
- 1) In addition to the other requirements of this Section, the owner of a potentially dangerous dog shall comply with the following additional regulations:
 - 2) If the dog has engaged in Level 1 or Level 2 behavior, the Animal Services Officer may request that the owner provide a physical device or structure that prevents the dog from reaching any public right-of-way or adjoining property, and shall restrict the dog by such a device or structure whenever the dog is outside the owner's home and not on a leash off the owner's property.
 - 3) If the dog has engaged in Level 3 behavior, the owner shall provide a secure enclosure and confine the dog within such enclosure whenever the dog is not on a leash or inside the home of the owner. Additionally, the owner shall not permit the dog to be off of the owner's property unless the dog is muzzled and restrained by an adequate leash and under the control of a capable person over the age of 18. The owner shall also post approved warning signs on the property where the dog is kept.
 - 4) Any dog that has been found to have engaged in level 3 behavior may be euthanized by order of a magistrate judge, provided the dog's behavior poses a significant risk of additional injury or death and the owner fails to provide sufficient evidence of compliance with the restrictions imposed by this section. In addition, the magistrate judge has the authority to suspend, for a period of time, the Level 3 dog owner's right to be the owner of any dog in the County, including dogs currently owned by that person. Animal Services Officers have the discretion to implement provisional measures to restrict a potentially dangerous dog exhibiting behavior of any level.
 - 5) To ensure correct identification, the owner of a dog that has been classified as potentially dangerous shall be microchipped. In addition, the owner of a dog that has engaged in Level 3 behavior shall apply a "dangerous dog" tag on the dog's collar provided by BCAS.
 - 6) The owner of a potentially dangerous dog shall notify BCAS of the transfer of ownership by sale, gift or otherwise of the potentially dangerous dog and of the name and address of the person to whom the potentially dangerous dog was transferred.

h) Dangerous Animals. (replaces previous subsection)

- 1) No person owns, has a right of property in, harbors, or has in their care, possession, custody, or control a dangerous animal, shall allow the dangerous animal to be exposed to the public.
- 2) A dangerous animal that has been exposed to the public may be impounded by an Animal Services Officer and disposed of in accordance with the provisions of this code for the impoundment and disposition of animals, except, before a dangerous animal is released, the judge must enter findings that proper precautions will be taken to ensure the public health and safety.
- 3) A dangerous animal running at large that, because of its disposition or diseased condition, is too hazardous to apprehend may be destroyed by an Animal Services Officer, or by a person acting in defense of that person's own self or another person.
- 4) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one of the following:
 - A. An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;
 - B. An animal which makes an unprovoked attack that causes bodily injury to a human being or death to a domestic animal and the attack occurs in a place other than the place where the animal is confined;
 - C. An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
 - D. An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or
 - E. An animal, which is used as a weapon in the commission of a crime.
- 5) Notwithstanding paragraph (a) above, a magistrate judge may (or may not) deem an animal a dangerous animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, when an attack results in or bodily injury to a human or domestic animal.
- 6) Declaration of a dangerous animal, confinement requirements, and final determination of a dangerous animal declaration.
 - A. Declaration. A BCAS officer or law enforcement officer, in his or her discretion, may make an initial determination that an animal is dangerous. Upon the initial determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.
 - B. Temporary possession of suspect animal. When, in the discretion of a BCAS officer or law enforcement officer, the animal initially determined to be dangerous has caused bodily injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a magistrate judge. When a BCAS officer or law enforcement officer takes temporary possession of an animal pursuant to this section, the requirements of paragraph C of this subsection (6), shall be held in abeyance during the pendency of a hearing.
 - C. Confinement requirements. Every dangerous animal, as determined under this section, shall be immediately confined by the owner upon receipt of the notice of dangerous dog determination and until the final determination of the dangerous

dog declaration as follows:

- I. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel, or structure must have secure sides and a secure top attached to the sides.
 - II. No person shall permit a dangerous animal to go outside its confined space unless such animal is securely leashed and muzzled with a physical leash no longer than six feet in length.
 - III. An exception to such animal being muzzled may be made if a muzzle would cause harm to the health of the animal. In order for this exception to apply, the owner shall provide BCAS with a written statement from a licensed veterinarian stating the name and description of the animal, that a muzzle will cause harm to the said animal, and the type of harm which would be caused to the animal. If this exception is applicable, then the animal shall be required to wear a harness while on a leash.
- D. Final determination of dangerous animal declaration. Notice of a declaration of a dangerous animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within 30 days or as soon as practicable. After a final determination and declaration of a dangerous animal is made by the Beaufort County Magistrate Court, the owner shall adhere to the confinement requirements listed in subsection (C), as well as the following:
- I. Insurance requirement. Owner must provide BCAS with proof of liability insurance or a surety bond of at least \$50,000. If proof of liability insurance is provided, it must adhere to the following requirements:
 - I. The animal must be specifically referred to by name and description;
 - II. The policy may not contain exceptions related to liability towards third parties and/or restricted to owner's real property; and
 - III. The policy may not contain exceptions related to animal bites or injuries to third parties.
 - II. Notice of dangerous animal. No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his/her premises. A dangerous animal is "unconfined" as used in this section if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal.
 - III. Registration and license. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to County Council approval.

Sec. 14-33. Running at large.

- (a) *Unlawful.* It shall be unlawful for any owner or custodian of any dog to permit, or allow in any way whether

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intentionally or unintentionally, the same to run at large except on property owned or rented by the owner or custodian. All dogs must be kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

- (1) For purposes of this section, the term permit shall be defined as an act, regardless of the intent of the owner or custodian of the dog, which allows or provides opportunity for an action to occur.
 - (2) For purposes of this section, the term "run at large" is defined as a dog off the premises of the owner or custodian and not under the physical control of the owner or custodian by means of a leash or other similar restraining device.
 - (3) For purposes of this section, the term "under restraint" is defined as when a dog is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device.
- (b) *Exempt dogs.* Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large". A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

Sec. 14-34. Nuisance pets or livestock.

- (a) The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public or domestic animal, or interferes with the ordinary use and enjoyment of anyone other than its owner's property.
- (1) Final determination of a nuisance pet or livestock by the Beaufort County Magistrate Court requires that the owner shall:
 - a. If the pet or livestock is outdoors and not under restraint, the pet or livestock shall be confined to a fenced in area, whereby the height of the fence shall be sufficient to keep the pet or livestock contained at all times.
 - b. Regardless of location, the pet or livestock shall not be allowed outside of a fenced in area without being kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.
- (b) It shall be unlawful for any person to own, keep, possess, or maintain a pet or livestock in such a manner that it constitutes a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any pet or livestock are hereby declared to be a public nuisance and are, therefore, unlawful:
- (1) Failure to exercise sufficient restraint necessary to control a pet or livestock as required by section 14-33.
 - (2) Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.
 - (3) Failure to maintain a dangerous animal in a manner other than that which is described in section 14-32.
 - (4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.
 - (5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.
 - (6) Allowing or permitting a pet or livestock to cluck, crow, bleat, bark, whine, or howl in an excessive,

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unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable peace, use and enjoyment of neighboring premises.

- (7) Maintaining a pet or livestock that is diseased and dangerous to the public health.
- (8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, other domestic animals, bicycles, or vehicles.
- (9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.
- (10) Animal noise.

(a) It shall be a violation for any person to own, keep, possess or harbor an animal of any age which frequently or for a continued duration barks, howls, crows, or makes any other loud noise disturbing, annoying, or causing discomfort to a reasonable person of normal sensitivities across a residential real property boundary or through a common partition within a building.

(b) Procedure.

(1) Upon receiving a complaint of nuisance animal noise, the animal control officer will investigate. If a violation is evident, the animal service officer shall send a certified letter of notification to the animal's owner/keeper informing them of the complaint and asking for their support in resolving the complaint.

(2) If the complaint has not been resolved after two weeks from the date of the letter of notification, the animal control officer will notify the complainant that in order to process a citation, the complainant must provide two nuisance animal noise complaint forms stating that they: a. Witnessed the violation; and b. Are aware that the complaining party must testify in court and shall be subject to subpoena.

(3) Action under this section shall not occur unless at least two persons not of the same household complain of the alleged offense in writing. However, should there be only one household within one-half mile of the property line on which the source of the complaint is located, one written complaint shall be sufficient.

(4) Upon receipt of the nuisance animal noise complaint forms, the animal control officer shall serve a notice of violation to the animal's owner/keeper stating that the owner/keeper has 14 days to suppress the animal noise.

(5) If after 14 days from the date the notice of violation there is still animal noise occurring, the animal control officer shall issue a citation on the animal's owner/keeper.

(6) If a violation occurs after issuance of the first citation and the complaining party has previously completed a nuisance animal noise complaint form report, the animal control officer may issue additional citations to the animal's owner/keeper for every day that the violation occurs.

- (c) A pet or livestock that has been determined to be a habitual nuisance, as defined in Section 4-27 of this Article, by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate to the BCAS director that the situation creating the nuisance has been abated.

Sec. 4-35. Animal cruelty and neglect.

- (a) *General Animal Welfare.* It shall be unlawful for an owner to fail to provide his/her animals with sufficient good and wholesome food and water, proper shelter and protection from weather, or humane care and treatment. It shall be determined a failure to provide sufficient good and wholesome food and water, or proper shelter and protection from weather when an animal has gone without sufficient good and wholesome food and water for a period of 12 consecutive hours or proper shelter and protection from weather for a period of four

consecutive hours.

- (b) *Mistreatment.* It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.
- (c) *Physical alteration.* It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the county. No person shall crop or dub a pet or livestock's ears, tail, wattle, or comb, except if by a licensed veterinarian.
- (d) *Abandonment.* It shall be unlawful for any owner to abandon an animal as defined in section 14-27 of this chapter.
 - (1) *Abandonment during weather related emergencies.* It shall be unlawful for an individual to abandon an animal and allow an animal to remain in a home, building, fence, cage, coop, crate, or any other structure when any adverse weather, named tropical storm, or named hurricane is expected to impact Beaufort County. For the purpose of this section, a tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning, or evacuation; or when a hurricane watch, warning, or evacuation is in effect for Beaufort County. This section is applicable to those properties specifically located in special flood hazard areas as described in the Beaufort County ordinances.
 - a. Owners of animals and livestock who care for animals on flood prone land may provide a written emergency plan to Beaufort County Animal Services describing how the basic needs of their animals will be provided. Owners of livestock may work with local Animal Services Officers or other agencies involved in the care of livestock to prepare a plan to provide for the safety of animals during weather-related emergencies. Owners who submit a satisfactory emergency plan to BCAS may be eligible to apply to BCAS for membership in the County Animal Response Team ("CART") program in the event of an evacuation.
 - b. During weather related emergencies or when flooding warnings are in place, owners must provide for the safety of animals with protected or elevated enclosed structures, higher pasture ground within enclosed areas, evacuation, or relocation. A last resort for owners of livestock animals who must evacuate and leave livestock behind, when the options above are not available, owners shall not restrict the movement of animals and allow them to naturally seek safe refuge.
- (e) Tethering is prohibited.

No person shall tether, fasten, chain, tie, or restrain a domestic animal or domestic livestock or cause the animal to be tethered, fastened, chained, tied, or restrained, to a doghouse, tree, fence, or any other stationary object.

A person may do any of the following:

 - (1) Attach an animal to a running line, pulley, or trolley system. Animals shall not be tethered to a running line, pulley, or trolley system by means of a choke collar or pinch collar. Trolley system, running lines, or pulley systems should be at least 10 feet or longer with the attached lead of a length which allows continuous access to water, food, and shelter.
 - (2) Animal under the age of 6 months shall not be permitted to use a trolley system, running line, or pulley system.
 - (3) Tether, fasten, chain, tie or otherwise restrain an animal pursuant to the requirements of a camping or recreational area.
 - (4) Tether, fasten, chain, or tie an animal no longer than is necessary for the person to complete a temporary task that requires the animal to be restrained for a reasonable period.

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- (5) Tether, fasten, chain, or tie an animal while engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by the state, if the activity for which the license is issued is associated with the use of presence of the animal.
 - (6) Tether, fasten, chain, or tie an animal while actively engaged in any of the following:
 - a. Conduct is directly related to the business of shepherding or herding cattle or livestock.
 - b. Conduct is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.
 - c. Nothing in this section shall be construed to prohibit a person from walking an animal with a hand-held leash.
 - (7) No animal shall be attached to a trolley system, running line, or pulley or restrained from movement during any named tropical storm, named hurricane, or adverse weather impacting, or expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning or evacuation or a hurricane watch, warning, or evacuation is in effect for Beaufort County. Beaufort County Animal Services maintains discretion to assess and issue violations of this section.
 - (8) A person owning or keeping an animal older than six (6) months of age may confine such animal outside, subject to the restrictions in this section, through the use of any of the following methods:
 - a. Inside of a pen or secure enclosure;
 - b. Inside of a fully fenced, electronically fenced, or otherwise securely enclosed yard, wherein the animal has the ability to run but is unable to leave the enclosed yard; or
 - c. By use of a trolley system, pulley, or running line when length of the lead from the trolley system, pulley, or running line to the animal's collar or harness allows continuous access to clean water and appropriate shelter at all times.
 - (9) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding, herding cattle or other livestock, or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.
- (f) *Animal neglect.* It shall be unlawful for an individual or owner to fail to provide sufficient food or water for any period of time, fail to provide adequate shelter, or in general fail to adequately care for an animal. The violation of this paragraph shall be at the discretion of the BCAS director or BCAS officer and shall result in the issuance of an administrative citation as provided for in section 14-47.

Sec. 4-36. Sale of animals, pets or livestock.

- (a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet, or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.
- (b) No person shall offer an animal, pet, or livestock as an inducement to purchase a product, commodity, or service.
- (c) No person shall sell, offer for sale, or give away any animal or pet four weeks of age, except as to surrender to the BCAS or to a licensed pet rescue organization.
- (d) Licensed pet shops, commercial kennels, county animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section 14-36.
- (e) Any sale of wildlife will be reported to the South Carolina Department of Natural Resources, United States

Department of Agriculture, and United States Fish and Wildlife Service.

Sec. 4-37. Seizure and right of entry to protect abandoned, neglected, or cruelly treated pets or livestock.

- (a) *Seizure and right of entry.* If the owner does not give permission to the BCAS officer for right of entry on private property to examine suspected abandoned, neglected, or cruelly treated pets or livestock, the BCAS officer shall petition the appropriate magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.
- (b) *Citation.* The BCAS officer shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five days prior to the hearing containing the time, date, and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the BCAS officer shall post a copy of the notice at the property where the animal was seized.
- (c) *Custody.* The pet or livestock shall remain in the custody and care of BCAS until the matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is to be returned to the owner or whether ownership is to be transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in section 4-39, below.
- (d) *Euthanasia.* Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes, as determined to be appropriate by BCAS.

Sec. 4-38. Impoundment.

- (a) Any pet or livestock found within the county in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five working days.
- (b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at an animal care facility.
- (c) The owner of an animal that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has 14 consecutive days from the date of mailing to contact BCAS for pick-up. If the owner does not pick up the said dog within 14 consecutive days of notification from BCAS. The animal may be euthanized. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within 14 consecutive days of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For dogs impounded with BCAS, the BCAS director or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the animal humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).
- (d) Notwithstanding the above, pets or livestock impounded at BCAS facility, which are deemed by the BCAS director or his/her designee, or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain, or near death may be humanely euthanized immediately.
- (e) Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (f) Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All stray animals must be taken or reported to the

BCAS and or affiliated organizations as soon as possible for the mandatory holding period.

Sec. 4-39. Redemption.

- (a) The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:
 - (1) For a pet or livestock that has not been properly inoculated, licensed, micro chipped, and spayed or neutered, the BCAS director or his/her designee may at their discretion issue a warning or administrative citation for the first offense after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to County Council's approval.
 - (2) In addition to the administrative penalty for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered; an appropriate microchip license fee, the charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.
 - (3) Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exemptions stated in subsection 14-29 when the pet or livestock (as appropriate) has been impounded a second time for any violations of sections 4-32, 4-33, 4-34, or 4-35.
- (b) In addition to the redemption fee, a boarding fee after 24 hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.
- (c) The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same 12-month period.

Sec. 4-40. Adoption.

- (a) Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained in this section.
- (b) Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.
- (d) The BCAS director or his/her designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food; or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than 90 days from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his/her case to the assistant county administrator for public safety. If any person surrenders an owned pet or livestock to BCAS, they will not be able to adopt a pet or livestock for 90 days from the date of the original surrender.

Sec. 14-41. Trapping.

- (a) It shall be unlawful for any person or business to conduct trapping of any pets, livestock, or domestic animals within Beaufort County without prior approval from BCAS. Any pets, livestock, or domestic animals trapped with prior approval from the BCAS will be reported or delivered to the BCAS for purposes of identification of the pet's owner and record keeping of the trapping. It shall be unlawful for any person to remove, destroy, or liberate any trap and/or trapped animal set by the BCAS or enter any animal services vehicle with the intent to rescue or deliver it from the custody of the BCAS. If a trapped animal is in need of immediate attention, the BCAS or 911 shall be notified immediately of the animal in distress.
- (b) Exemption. Trapping is permitted for hogs.

Sec. 4-42. Management of feral cat colonies.

- (a) *Definitions.*

Caregiver means any person who provides food, water, or shelter to or otherwise cares for a feral cat colony and has made application to BCAS for management of a feral cat colony.

Caregiver manager means any person in charge of a caregiver program.

Ear tipping means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

Feral cat means a cat which currently exists in a wild or untamed state.

Feral cat colony means a group of cats that congregate. Although not every cat in a colony may be feral, non-feral cats routinely congregate with a colony shall be deemed to be a part of it.

Nuisance, for the purpose of this Section, means disturbing the peace by:

- (1) Habitually or continually howling, crying or screaming; or
- (2) The habitual and significant destruction of property against the wishes of the owner of the property.

Suitable shelter means shelter that provides protection from rain, sun and other elements and is adequate to protect the health of the cat.

TNR means trap, neuter/spay and release.

TNA program means a program pursuant to which cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped or tattooed and released to a designated location of a managed colony.

- (b) *Feral cat colony management.* Feral cat colonies shall be permitted (no fee) by BCAS. Caregivers shall be responsible for applying for a permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by BCAS.

Sec. 4-43. Livestock.

- (a) Beaufort County recognizes that the South Carolina General Assembly has enacted South Carolina Code § 47-4-160 (2024), which pertains to animal husbandry practices for livestock and poultry. To the extent any provision of this ordinance conflicts with the State code requirements as to such animal husbandry practices, the State code preempts local law.
- (b) All livestock shall be properly housed with adequate food, water, and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents, or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.
- (c) Owners or possessors of livestock impounded for violation of this section or any state and/or federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.

- (d) Impounded livestock shall be held for a period of ten days. If such impounded animals are not claimed by the owners during that period of time, the animals may be given to persons willing to accept them, at the discretion of BCAS.
- (e) Exception. No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other sections within this chapter reference livestock this section shall be controlling.

Sec. 4-44. Importation of exotic animals prohibited.

Definition. An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined as being mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as Ferae Naturae. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds, or insects.

- (a) *Unlawful act.* It shall be unlawful for any person, firm, or corporation to import into Beaufort County any venomous reptile or any other exotic animal.
- (b) *Exceptions.* This section shall not apply to following entities:
 - (1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).
 - (2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.
 - (3) An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.
 - (4) A team mascot for a university or educational facility.

Sec. 4-45. Rabies Control Act (S.C. State Law 47-5-10).

This law is strictly enforced by South Carolina Department of Health and Environmental Control (DHEC) in cooperation with BCAS and any state, county, or municipal law enforcement agencies.

- (a) *Vaccinations.* It shall be unlawful for any owner of a dog or cat four months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by a veterinarian for medical reasons. All dogs and cats shall be vaccinated at four months of age (unless recommended otherwise by a veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the county from a location outside the county shall comply with this section within 30 days after having moved into the county by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.

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- (b) *Proof of vaccination.* It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this chapter
- (c) *Harboring unvaccinated dogs and cats.* It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.
- (d) *Non-transferability.* Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.
- (e) *Exceptions.* No person charged with violating section 14-45, rabies control, shall be convicted if he/she produces in court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.

Sec. 4-46. Interference with a BCAS officer.

It shall be unlawful for any person to interfere with, hinder, or molest a BCAS officer in the performance of his/her duties or seek to release any pet or livestock in his/her custody without his/her consent.

(Ord. No. 2015-27, 10-12-2015 ; Ord. No. 2019-24, 6-10-2019 ; Ord. No. 2022/22 , Exh. A, 4-11-2022)

Sec. 4-47. Dangerous animal not to go unconfined on premises or off premises unless safely restrained.

- a) No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his premises. A dangerous animal is "unconfined" as used in this section if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal.
- b) Dangerous animals are not permitted beyond the owner/custodian's premises unless safely restrained. No person owning or harboring or having the care of a dangerous animal may permit the animal to go beyond their premises unless the animal is safely restrained and the requirements of Section 4-32 are met.
- c) A person who violates this Section or who is the owner of a dangerous animal which attacks and injures a domestic animal is guilty of a misdemeanor and, upon conviction, for a first offense, must be fined not more than two hundred (\$200.00) dollars or imprisoned not more than thirty days. Subsequent offenses shall be referred to Beaufort County Sheriff's Office for investigation and prosecution.
- d) Cases in which the owner knows, or had reason to know, he or she has a dangerous animal and the animal attacks and injures a human being in violation of South Carolina Code of Laws Section 47-3-710(A)(2)(a) shall be referred to Beaufort County Sheriff's Office for investigation and prosecution.

Sec. 14-48. Enforcement and penalties.

- (a) The BCAS officer shall be charged with the responsibility of enforcing all ordinances enacted by the county and contracts entered into with the county for the care, control, and custody of pets or livestock covered by this article. All violations of this chapter shall be heard by the Beaufort County Magistrate Court.

The provisions of this article shall not apply to any dog or cat owned within the confines of any incorporated municipality within the county, unless and until the governing body of a municipality requests in writing that

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County Council include the area of such municipality within the coverage of this article, and county administration has acted favorably on such request and has so notified such municipality of its approval of such request.

- (b) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Beaufort County Magistrate Court or imprisonment not exceeding 30 days, or both, unless a different penalty is described within a specific Section of this Chapter. However, infractions as provided in paragraph (e) below, are intended to be non-criminal, civil penalties and not subject to jail time.
 - (1) *Liability to person bitten.* In addition to the above, if a person is bitten or otherwise attacked by a dog while the person is in a public place or is lawfully in a private place including the property of the dog owner or person having the dog in the person's care or keeping, the dog owner or person having the dog in the person's care or keeping is liable for the damages suffered by the person bitten or otherwise attacked. For the purposes of this section, a person bitten or otherwise attacked is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, when the person bitten or otherwise attacked is on the property in the performance of a duty imposed upon the person by the laws of this state, the ordinances of Beaufort County, the laws of the United States of America including, but not limited to, postal regulations, or when the person bitten or otherwise attacked is on the property upon the invitation, express or implied, of the property owner or a lawful tenant or resident of the property.
 - a. *Exemptions for liability.* This section does not apply if, at the time a person is bitten or otherwise attacked:
 - i. The person who was attacked provoked or harassed the dog and that provocation was the proximate cause of the attack; or
 - ii. The dog was working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.
- (c) When any person is found guilty of a violation of the provisions of this chapter or has been found in noncompliance of a final dangerous dog determination of the court, a magistrate may order possession and custody of the animal to be surrendered permanently to BCAS at a BCAS facility.
- (d) Habitual violators. In addition to any legal remedy available under the provisions of this chapter, it shall be the duty of the BCAS to summon the owner of any animal(s) which is found guilty by the Beaufort County Magistrate Court of any three violations contained in this chapter in any 12-month period to abate any or all animals from owner's premise. If, after fully hearing the matter and any statement the owner may make any testimony he/she may offer in his/her behalf concerning the matter, should the Beaufort County Magistrate Court find such owner is unable or unwilling to adhere to the provisions of this chapter, the Beaufort County Magistrate Court shall issue a written order to the owner, directing and requiring him/her with a certain specified time to relocate the animal(s) to a home with a person unrelated to the owner or surrender the animal(s) to BCAS.
- (e) Infractions resulting in administrative citations and penalties. In addition to the remedies and penalties contained in this chapter, and in accordance with S.C. Code § 47-3-20, an administrative citation may be issued for certain infractions of county animal control ordinances. Infractions of this chapter subject to administrative citation and penalty are in the discretion of the BCAS officer. Violations which may be cited as an infraction include, but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory spay/neuter, and/or warnings for a noisy public nuisance animal, or any violation of section 14-34. Dangerous dog determinations and any violations committed by a dangerous dog are not violations subject to administrative citations.

The following procedures shall govern infractions of this chapter and the imposition, enforcement, collection, and administrative review of administrative citations and penalties:

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- (1) *Notice of infraction.* If an animal is owned, kept, maintained, or found to be in violation of a county animal control ordinance, an administrative citation may be issued by the BCAS officer.
- (2) *Content of citation.* The administrative citation shall be issued on a form approved by the BCAS director and shall contain the following information:
 - a. Date, location and approximate time of the infraction;
 - b. The ordinance violated and a brief description of the infraction;
 - c. The amount of the administrative penalty imposed for the infraction;
 - d. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;
 - e. Instructions on how to appeal the citation; and
 - f. The signature of the animal control officer.

The failure of the administrative citation to set forth all required contents shall not affect the validity of the proceedings.

- (3) *Service of administrative citation.*
 - a. If the person who has violated the county animal control ordinance is present at the scene of the infraction, the BCAS officer shall attempt to obtain his signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.
 - b. If the owner, occupant or other person who has an infraction of a county animal control ordinance is a business, and the business owner is on the premises, the BCAS officer shall attempt to deliver the administrative citation to him/her. If the BCAS officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
 - c. If no one can be located at the property where the infraction occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The administrative citation shall be mailed to the property address and/or the address listed for the owner on the last county equalized assessment roll. The administrative citation shall also be mailed to any additional addresses for the owner in department records.
- (4) *Administrative penalties.*
 - a. The penalties assessed for each infraction of a county animal control ordinance shall not exceed the following amounts:
 - i. One hundred dollars for a first infraction;
 - ii. Two hundred dollars for a second infraction of the same administrative abatement order within one year; and
 - iii. Five hundred dollars for each additional infraction of the administrative abatement order within one year.
 - b. If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.
 - a. Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.
 - b. The penalties assessed shall be payable to the Beaufort County Treasurer Animal Control Services.

- c. Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.
 - d. Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Beaufort County Magistrate Court.
- (5) *Administrative appeal of administrative citation.*
- a. *Notice of appeal.* The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the BCAS. The written notice of appeal must be filed within 20 days of the service of the administrative citation set forth in subsection (3) above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on county forms and shall contain the following information:
 - i. A brief statement setting forth the appellant's interest in the proceedings;
 - ii. A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;
 - iii. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;
 - iv. The notice of appeal must be signed by the appellant;
 - v. A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the administrative appeal will be scheduled; and
 - vi. Indigence must be proved to have the deposit waived.
 - b. *Administrative hearing of appeal.* Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:
 - i. Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten days before the hearing to the person requesting the hearing.
 - ii. The administrative hearing regarding the administrative citation shall be held before the public safety director, or a designee. The hearing officer shall not be the investigating BCAS officer who issued the administrative citation or his/her immediate supervisor. The BCAS director may contract with a qualified provider to conduct the administrative hearings or to process administrative citations.
 - iii. Conduct of the hearing. The investigating BCAS officer who issued the administrative citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating BCAS officer's file may be admitted in support of the administrative citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.
 - iv. Hearing officer's decision. The hearing officer's decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the circuit court.
- (6) *Appeal to circuit court.* Any person who receives an unfavorable decision from the decision of an

administrative appeal may file an appeal with the circuit court in Beaufort County. The appeal to circuit court must be filed within 30 days of the notice of the administrative officer's decision being mailed to the recipient of an administrative citation.

ARTICLE III. SPECIFIC TO THE TOWN OF BLUFFTON (No Changes)