Regular Town Council Meeting

Tuesday, September 09, 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 08/12/2025
2. Workshop Meeting Minutes 08/26/2025

V. PRESENTATIONS, CELEBRATIONS, AND RECOGNITIONS

VI. PUBLIC COMMENT

VII. COMMUNICATIONS FROM MAYOR AND COUNCIL

VIII. WORKSHOP AGENDA ITEMS

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

IX. PUBLIC HEARING & FINAL READING

X. FORMAL AGENDA ITEMS

1. Ordinance Amending Section 21 – Emergency Management to Define a Local Civil Emergency, its Declaration and Termination, Authority and Powers, and Additional Amendments to the Town's Emergency Management Policies and Procedures – Second & Final Reading – Stephen Steese, Town Manager
2. Resolution to Approve Multi Party Agreement Between Buckwalter Association Inc., Beaufort County, and Town of Bluffton to Construct the Connection Road Between Buckwalter Place and Washington Square – Heather Colin, Assistant Town Manager

3. Proposed Amendments to the Town of Bluffton Code of Ordinances to include Regulations Addressing Abandoned and Derelict Boats in the Town's Waterways – First Reading – Heather Colin, Assistant Town Manager
4. Consideration of an Ordinance Approving a Real Property Exchange Agreement between the Town of Bluffton and the Beaufort County School District for Certain Real Property Owned by the Town of Bluffton within Buckwalter Planned Unit Development Identified as R610-022-000-1094-0000; and Authorizing Execution and Recording of Certain Documents Therewith – First Reading – Kevin Icard, Director of Growth Management
5. Consideration of an Ordinance Amending the Town of Bluffton Fiscal Year 2026 Budget to Provide for the Expenditures of Certain Funds; and to Allocate Sources of Revenue for the Said Funds to Carryover Unspent Expenditures and Encumbrances from the FY2025 Budget to the FY2026 Budget. First Reading - Natalie Majorkiewicz, Director of Finance
6. Consideration of Accommodations Tax Advisory Committee Funding Recommendations for Quarter Ending June 30, 2025. Natalie Majorkiewicz, Director of Finance
7. Approval to Authorize the Purchase of a Streetsweeper from AMICK Equipment as Approved in the FY25-26 Budget (Fiscal Impact: $228,027.50) - Larry Beckler, Director of Public Services
8. Consideration of an Ordinance Authorizing an Economic Development Incentive Agreement between the Town of Bluffton and Spartina 449, LLC. First Reading – David Nelems – Director of Special Projects, Don Ryan Center For Innovation.

XI. CONSENT AGENDA ITEMS

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

XII. EXECUTIVE SESSION

XIII. ACTION FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

NEXT MEETING DATE: Tuesday, October 14, 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

August 12, 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 Hamilton.

IV. ADOPTION OF THE MINUTES

1. Regular Meeting Minutes of 07/08/2025

   A motion made by Councilmember Burden; Seconded by Councilmember Frazier to approve the Regular Meeting Minutes of 07/08/2025 as submitted.

   Town Council unanimously approved the minutes as submitted.

2. Special Meeting Minutes 07/15/2025

   A motion made by Councilmember Hamilton; Seconded by Mayor Pro-tempore Wood to approve the Regular Meeting Minutes of 07/15/2025 as submitted.

   Town Council unanimously approved the minutes as submitted.

V. PRESENTATIONS, CELEBRATIONS, AND RECOGNITIONS

1. USCB Sand Shark Welcome Week Proclamation - Mayor Larry Toomer

   Mayor Larry Toomer, on behalf of Town Council presented USCB with the Welcome Week Proclamation celebrating the week of (August 18-22, 2025) students returned to campus. Student representatives Daniela Lopez and Tayla Wilson were present to receive the proclamation.

VI. PUBLIC COMMENT

Marie Kowalchuk 161 Pinecrest Circle - Ms. Kowalchuk addressed council with concerns regarding potential development of the Pinecrest.

Sharon Brown 163 Buck Island Road - Ms. Brown addressed council regarding the Neighborhood Assistance Program and the Resident Resource Guide.

Garfield Moss 4 Garfiled Way - Mr. Moss addressed council regarding an incident that occurred several years ago during the time frame of the covid pandemic.

VII. COMMUNICATIONS FROM MAYOR AND COUNCIL

Councilmember Frazier - Ms. Frazer had requested Town staff reach out to Mr. Moss to further discuss the incident that occurred. Town Manager Steese responded to the request advising the

incident occurred three years ago, the trespass order was lifted within a few days. The reason he was directed to the attorney was due to Mr. Moss threatening to sue the Town, therefore it was recommended that Mr. Moss speak directly to legal counsel.

Mayor Pro-tempore Wood - Mr. Wood expressed his gratitude for a job well done to Beaufort County for repaving a portion of the Bluffton Parkway, removing the speed bump on Goethe Road and the Live Well Project would not have been possible without the partnership of Beaufort County, Beaufort Memorial Hospital and the Town.

Councilmember Hamilton - Mr. Hamilton expressed his praise to Councilmember Frazier for her efforts to feed Bluffton. He expressed his appreciation and wishes of success to her business venture. Mr. Hamilton also addressed the members of the Pinecrest regarding community concerns of development, expressing his support for the community members.

Councilmember Burden - Mrs. Burden shared the positive feedback in the town working with Kim Conte with Non-Toxic Neighborhoods and the Town of Bluffton Public Works Department to test non-toxic spray in our parks. There has been great success in the testing. Any spraying that may be seen is a non-toxic chemical. This is a huge win for our entire community, our children, pets and the runoff into the river. She expressed the desire to make this usage a policy for the town.

Mayor Toomer - Mayor Toomer has requested the community keep the Reeves family in prayer in the passing of Ms. Mary Reeves at the age of 95. She and her late husband were very instrumental in the Bluffton community.

VIII. WORKSHOP AGENDA ITEMS

1. Update on the South Carolina Law H3292 Related to Golf Carts and the Allowance of Local Municipalities to Adopt Similar Regulations - Kevin Icard, Director of Growth Management

   Town Council requested to schedule an additional workshop to further discuss its legal options to restrict golf cart use to promote public and personal safety.

   Background: The new state law allows municipalities to adopt additional golf cart laws to either allow or restrict nighttime driving and also adopt additional safety restrictions. The state law restricts golf carts on any road which is above 35 mph, it requires seat belts for any riders 12 years old or younger, the driver must have a license, and the golf cart insurance is required.

2. Consideration and Direction on Potential Amendments to the Town of Bluffton Code of Ordinances, Chapter 23, Unified Development Ordinance, Article 5 – Design Standards - Accessory Buildings - Kevin Icard, Director of Growth Management

   Town staff presented changes to the proposed ordinance which relates to the use of car ports. Town Council agreed to bringing the proposed ordinance to Historic Preservation Commission (HPC) and Planning Commission (PC) for review and comments. After review by both committees, Town staff will present the proposed ordinance to Town Council.

IX. PUBLIC HEARING & FINAL READING

1. A Request by Livewell Terrace L.P. (Woda Cooper Group), with Authorization from the Property Owner Beaufort Memorial Hospital, for the 100% 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. Public Hearing and Final Reading – Kevin Icard, Director of Growth Management

For the Following:

A. Ordinance Approving the Acquisition of Residential Development Rights in the Amount of Sixty (60) Residential Dwelling Units ("RDUs") Owned by the Town of Bluffton and Held in the Town's Development Rights Bank Pursuant to the Transfer of Development Rights Ordinance;

A motion made by Mayor Pro-Tempore Wood; Seconded by Councilmember Hamilton to approve the second reading of the Ordinance authorizing the conveyance of sixty (60) Residential Development Rights within the Buckwalter Planned Unit Development owned by the Town of Bluffton and held in the Town's Development Rights Bank to Beaufort Memorial Hospital for the Affordable Housing Project to be developed on that certain property located at 335 Buckwalter Parkway and consisting of 10.09 acres, more or less, and identified as Beaufort County Tax Map No. R610 030 000 0712 0000; and, authorizing the execution and recording of associated documents.

Town Council unanimously approved this amendment.

B. Ordinance Approving an Amendment to the Buckwalter Planned Unit Development ("PUD") Development Agreement to Increase the Number of Residential Dwelling Units ("RDUs") by Sixty (60) Residential Dwelling Units ("RDUs") Associated with the 100% Density Bonus; and

A motion made by Councilmember Frazier; Seconded by Councilmember Hamilton to approve the second reading of the Ordinance providing for an amendment of the Buckwalter Development Agreement to incorporate certain properties owned by Beaufort Memorial Hospital, consisting of 10.9 Acres, more or less, located at 333 and 335 Buckwalter Parkway, and bearing Beaufort County Tax Map No. R610 030 000 0712 0000, to provide for an Affordable Housing Density Bonus increasing the total permitted Development Rights by sixty (60) Residential Dwelling Units and incorporate certain terms to the Buckwalter Development Agreement.

Town Council unanimously approved this amendment.

C. Ordinance to Approve an Amendment to the Buckwalter Planned Unit Development ("PUD") Concept Plan to Increase the Number of Residential Development Rights by Sixty (60) Residential Dwelling Units ("RDUs") Associated with the 100% Density Bonus.

A motion made by Councilmember Burden; Seconded by Councilmember Hamilton to approve second reading of the Ordinance providing for an Amendment of the Buckwalter Concept Plan to incorporate certain properties owned by Beaufort Memorial Hospital, consisting of 10.9 Acres, more or less, located at 333 and 335 Buckwalter Parkway, and bearing Beaufort County Tax Map No. R610 030 000 0712 0000, to provide for an Affordable Housing Density Bonus increasing the total permitted Development Rights by sixty (60) Residential Dwelling Units and incorporate certain terms to the Buckwalter Concept Plan.

Town Council unanimously approved this amendment.

X. FORMAL AGENDA ITEMS

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

   A motion made by Councilmember Hamilton; Seconded by Councilmember Frazier to amend Ordinance Section 21 – Emergency Management to define a Local Civil Emergency, its Declaration and Termination, Authority and Powers, and Additional Amendments to the Town's Emergency Management Policies and Procedures.

   Town Council unanimously approved the first reading of the ordinance amendment.

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

   A motion made by Mayor Pro-Tempore Wood; Seconded by Councilmember Burden to table the resolution to approve Three Party Agreement between Buckwalter Association Inc., Beaufort County, and Town of Bluffton to construct the connection road between Buckwalter Place and Washington Square.

   Town Council unanimously agreed to table this motion.

XI. CONSENT AGENDA ITEMS

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

Town Council unanimously approved the consent agenda items as submitted.

1. Monthly Department Reports: Police, Finance and Administration, Human Resources, Municipal Court, Projects & Watershed Resilience, Public Services, Don Ryan Center for Innovation, and Growth Management
2. Town Manager Monthly Report
3. Consideration of 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, Second & Final Reading - Kimberly Washok-Jones, Director of Projects and Watershed Resilience

XII. EXECUTIVE SESSION

A motion made by Mayor Pro-tempore Wood; Seconded by Councilmember Hamilton 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 of Land Purchase Agreement Located in the Buckwalter Tract (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])

DRAFT

XIII. ACTION FROM EXECUTIVE SESSION

A motion made by Councilmember Burden; Seconded by Councilmember Hamilton to appoint Ashley Feaster, Jerry Reeves, Houssam Aboukhater and Kerri Murphy to the seats of Directors to the Don Ryan Center of Innovation Board of Directors with terms expiring June 30, 2028.

Town Council unanimously approved the motion.

A motion made Mayor Pro-tempore Wood; Seconded by Councilmember Hamilton to authorize the Town Manager to execute a Purchase and Sale Agreement with Inland Bluffton, LLC for the 55.18 acre parcel, more or less, shown on the plat recorded in the Beaufort County Register of Deeds at Book 140, Page 11, noted as Parcel 5C, for the purchase price of $3,860,000.

Town Council unanimously approved the motion.

XIV. ADJOURNMENT

A motion made by Councilmember Frazier; Seconded by Councilmember Hamilton to adjourn at 7:05 PM.

_____ _____

Marcia Hunter, Town Clerk
Town of Bluffton, SC

Larry C. Toomer, Mayor
Town of Bluffton, SC

DRAFT

Town Council Workshop

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

August 26, 2025

CALL TO ORDER

Mayor Toomer called the workshop to order at 5:00pm.

WORKSHOP AGENDA ITEMS

Update on the South Carolina Law H3292 Related to Golf Carts - Kevin Icard, Director of Growth Management

Kevin Icard, Director of Growth Management, presented the new state law regarding golf carts, where the Town code overlapped and the differences between golf carts, low speed vehicle (LSV) and utility terrain vehicle (UTV). Council discussed vehicle compliance, child restraints and required safety features.

PUBLIC COMMENTS - Pertaining only to agenda items

Brendan Downey 2 Fisherman Lane - Mr. Downey discussed young people driving golf carts and the dangers that involved. He encouraged Town Council to allow golf carts to drive at night.

Sam Spano 30 Hidden Shoals Road - Mr. Spano discussed the need to separate golf carts from low-speed vehicles when making rules for safety and being on the road.

Chuck Valentino 53 Independence Place - Mr. Valentino shared concerns about the golf carts and low speed vehicles being allowed on multi-use paths.

Todd Wyatt 26 Castle Point Road - Mr. Wyatt supported golf carts being driven at night with the proper equipment.

Erin Otten 12 Drayson Circle - Ms. Otten shared concerns about bicycles, vehicles and golf carts sharing the road safely.

ADJOURNMENT

Mayor Toomer adjourned the meeting at 6:30pm.

DRAFT

TOWN COUNCIL

STAFF REPORT

MEETING DATE:	September 9, 2025
PROJECT:	Consideration and Direction on Proposed Amendments to the Municipal Code of Ordinances, Chapter 12 Environmental, Article 3 Noise Control
PROJECT MANAGER:	Heather Colin, AICP, Assistant Town Manager

REQUEST: Request Town Council's direction on proposed amendments to the Code of Ordinances, Chapter 12 Environmental, Article 3 Noise Control.

BACKGROUND: On July, 2024 Town Council heard first reading of proposed amendments to park rules, noise control and special events. Town Council approved amendments related to park rules and tabled any action related to special events and noise pending a workshop. At the meeting there was concern with the frequency of events and the associated noise with outdoor entertainment and music specifically at Town parks in the historic district and the allowed times and bass. There was also discussion that the current Ordinance lacks clarity on the application of the noise Ordinance and the enforcement mechanisms.

Over the past year, Town staff have monitored events with outdoor entertainment and music and all related noise complaints. Staff have also been regularly discussing with the Police Department and legal counsel to amend the Ordinance for clarity.

We have received 17 complaints this past year in the Oyster Factory Park area; however, this does not capture all complaints. If multiple calls come in for the same date and time, only one record is created by Beaufort County Sherif's Office dispatch. The majority of the complaints were after 9:00 pm and on Saturdays and Sundays. During this time there were 2 violations above the maximum allowed decibel readings; however, it was not enforceable because the current Ordinance is contradicting for special events.

SUMMARY of PROPOSED AMENDMENTS:

- Resolves conflicting language for special events;
- Decrease in decibels during specific times; and
- Restriction of 6 hours of continuous play.

NEXT STEPS: Should Town Council direct staff to move forward with the proposed Ordinance:

- First Reading – Tuesday, October 14, 2025
- Second and Final Reading – Thursday, November 13, 2025

ATTACHMENTS:

1. Proposed Ordinance

EXHIBIT A

ARTICLE III. NOISE CONTROL

Sec. 12-81. Scope.

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

Sec. 12-82. Definitions.

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

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

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

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

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

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

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

Lawful Noise Limitations: Noise originating from Outdoor Entertainment, whether live or recorded, is permitted between the hours of 12:00 p.m. and 9:00 p.m. Sundays through Thursdays, and between 12:00 p.m. and 10:00 p.m. Fridays and Saturdays. During the hours of 12:00 p.m. to 9:00 p.m. the maximum permissible sound level is 50 decibels (dB(A)) measured at a distance of 250 feet from the sound source. During the hours from 9:00 p.m. to 10:00 p.m. the maximum permissible sound level is 45 decibels (dB(A)) measured at a distance of 250 feet from the sound source. Any noise which continues outside of the permitted time, or which exceeds the maximum decibel levels will be deemed a noise disturbance.

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

Motorized vehicles:

(1) *Generally*. Any vehicle as defined by the South Carolina Code of Laws, including, but not limited to:

a. Excursion passenger vehicles;

b. Common carriers of passengers;

c. Motorcycles and mopeds;

d. Truck tractors; and,

e. Farm tractors.

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

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

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

(1) Endangers or injures the health or safety of humans or animals;

(2) Endangers or injures the personal or real property; or

(3) Disturbs a person of normal sensitivity.

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

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

Permits:

(1) A permit issued to a person that provides or intends to provide outdoor entertainment and/or outdoor live entertainment on a regular or routine basis or that is otherwise required by Town Ordinance to obtain a business license.

(2) Special event permit: A permit issued by the Town Manager or his designee for any activity that takes place on a nonrecurring or infrequent basis and/or that may temporarily exceed the ~~sound levels provided for in Table A~~ Lawful Noise Limitations.

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

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

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

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

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

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

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

entertainment or outdoor live entertainment must secure a permit from the Town. All Persons required to obtain a permit shall be subject solely to the measurement of noise levels provided ~~in Table A~~ by the Lawful Noise Limitations.

(b) All persons required to secure a permit to provide outdoor entertainment and/or outdoor live entertainment shall be required to end the outdoor entertainment and/or outdoor live entertainment in accordance with the Lawful Noise Limitations. by the time prescribed ~~in Table A~~.

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

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

(a) Use, operate or play any transistor or electronic device which produces, reproduces or amplifies sound; or,

(b) Attempt to attract the attention of the public to any political or commercial activity by the use of a loudspeaker or other sound amplification device; or,

(c) Engage in personal conduct of an excessively loud nature; or,

(d) Sound any horn or signal device on any automobile, motorcycle, bus, or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended: the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such device for any unnecessary and unreasonable period of time; or,

(e) Shout as a peddler, hawker and vendor; or,

(f) Start a motor vehicle engine of any kind using excessive acceleration or creating loud noises, or at any time to commence or continue the movement of any such vehicle with the spinning of tires or any other excessive noise; or,

(g) Keep any animal or bird which causes frequent or long continued noise, provided, however, that upon application to and approval by the Town Manager, or his designee, a written permit may be granted as provided for herein.

(h) Any permitted outdoor entertainment, whether live or recorded, that exceeds six (6) hours of continuous play.

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

Sec. 12-85. Exceptions.

The following are excepted from the application of this article:

(a) Construction activity performed by or for an agency of government provided that all equipment is operated in accordance with manufacturer's specifications and is muffled as designed and manufactured;

(b) Sound produced by church bells or chimes, whether produced by the striking of a church bell or chime, or a recording thereof;

(c) Sound or noise emanating from duly permitted street fairs, festivals, or celebrations conducted by or with approval of the Town of Bluffton;

(d) Sound or noise emanating from film and video production activities for which permits have been issued by the Town; provided all equipment, such as generators, are properly muffled as designed and manufactured;

(e) Sound or noise emanating from properly equipped aircraft operated in accordance with applicable federal rules and regulations;

(f) Sound or noise from lawful fireworks;

(g) Sound produced by persons and machinery engaged in landscape maintenance, cleanup or tree shaping or removal, during the daytime, said machinery shall be properly muffled as designed and manufactured;

(h) Musical accompaniment to parades or military ceremonies;

(i) Sound emanating from regularly scheduled events at Town and County parks and school athletic facilities;

(j) Emergency vehicles in the course of performing their official duties;

(k) Boats, ships, barges and other vessels engaged in licensed commercial activity;

(l) Construction, construction preparation, and building activity between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday and 12:00 p.m. and 7:00 p.m., on Sunday and any such work certified by the Town Manager or his designee to be necessary to address an emergency situation;

(m) Sounds produced by maintenance or repair activity within boat yards, during the daytime;

(n) Sounds produced by the commercial sawing or grinding of tree trunks, branches, or other organic matter into mulch during the daytime on Monday through Friday; and sounds produced by the noncommercial sawing or grinding of tree trunks, branches or other organic matter into mulch during the daytime on Monday through Sunday; and

(o) Sounds produced by golf course or tennis maintenance or watering equipment.

(p) Sounds produced on the premises of a person that has secured a permit in accordance with the terms of this article; notwithstanding the exception granted herein, a sound or noise generated by activity resulting from the use of a permit or special event permit, shall be deemed a noise disturbance if, when measured as prescribed herein, it exceeds the Lawful Noise Limitations. ~~levels set forth in Table A attached hereto and incorporated herein.~~

(q) Bands playing at any scheduled football or other sporting activity or events or other activity held on lands belonging to the Beaufort County Board of Education provided that the activity or event in question is associated with the Beaufort County School System.

(r) Regular or special indoor or outdoor events, including, but not limited to, weddings, corporate functions, member functions, charitable events, outdoor sporting events, club and/or hotel functions as part of an established property owners association and/or private club that is located on property that is subject to a development agreement.

(s) Any individual or entity that obtained a special event permit from the Town. The Town may issue special event permits for events including, but not limited to, concerts, festivals, parades, and athletic events to permit reasonable and limited exceptions to the provisions of this section. Any special event permit issued shall contain specific provisions as to the activities which will be conducted and the dates and times during which the provisions of this section are to be suspended. Specific sources of the noise which may otherwise violate this section shall be identified, and special conditions may be established in the permit which will minimize the noise impact of the special event on the community.

Sec. 12-86. Determination of noise disturbance.

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

(a) The volume of the noise;

(b) Whether the nature of the noise is usual or unusual;

(c) The intensity of the noise;

(d) The general characteristics of the area where the noise is occurring;

(e) The time of day or night at which the noise is occurring;

(f) The reasonable expectation of quiet that could be expected by individuals on public or private property in the vicinity of where such noise is occurring;

(g) In the case of motor vehicles, whether or not such vehicles are equipped with mufflers and/or such suppression devices which keep exhaust noises down to a level equal to or below that which the manufacturers of such vehicles provided as original equipment designed for acceptable street use;

(h) The proximity of the noise to residential sleeping facilities, churches, synagogues and other places of worship, hospitals, convalescent and nursing facilities, schools and courthouses;

(i) The duration of the noise; or

(j) Whether the noise is recurrent, intermittent or constant.

Sec. 12-87. Measurement of sound level.

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

(a) Sound level measurement shall be made with a sound level meter using the A-weighting scale.

(b) Sound level meters shall be serviced, calibrated and operated as recommended by the manufacturer, and in accordance with regulations prescribed by the police department. Persons using the sound level meter shall be trained in sound level measurement and the operations of sound level measuring equipment.

(c) Except as specified in (g) below, the sound measurement shall be averaged over a period of at least one minute for purposes of determining the sound level. Sound levels may not exceed the prescribed level by more than three decibels at any time during the measurement period.

(d) During measurement, the microphone shall not be positioned so as to create any unnatural enhancement of the measured sound. A windscreen should be used whenever practical.

(e) Traffic noise and noise from other sources not connected with the sound being measured shall not be considered in taking measurements.

(f) In the case of noise or sound that is impulsive, the measurement shall be taken over a period of time of at least one minute. Any such sound or noise that exceeds the prescribed level by 10dBA more than two times within a five second interval shall be deemed to exceed the prescribed sound levels.

(g) In the case of outdoor entertainment or outdoor live entertainment, including live or recorded speech, music or other sound, whether or not a permit is required for the activity, sound level measurements shall be made as prescribed in this section. Notwithstanding the exception granted herein for a special event permit, the decibel level of such activity shall not exceed the ~~levels allowed pursuant to this article~~

~~when measured the distance prescribed in Table A from which the noise emanates~~ the Lawful Noise Limitations.

Sec. 12-88. Permits required.

(a) All persons providing or intending to provide outdoor entertainment and/or outdoor live entertainment on a regular or routine basis and who are otherwise required by Town Ordinance to obtain a business license, are required to state such on their business license application at the time that the business license is secured or renewed and are required to secure a permit at that time allowing them to have outdoor entertainment and/or outdoor live entertainment. Should a person provide or intend to provide outdoor entertainment and/or outdoor live entertainment prior to the expiration of their current business license, the person must secure a permit from the Town which shall remain in effect until such time as their business licenses is renewed and a new permit obtained. A reasonable fee, to be determined by Town Council, may be assessed for this permit and may be collected in conjunction with the issuance of a business license. At the time of the application for the business license, the Town shall, notwithstanding the zoning for the premises for which the permit is sought, provide a copy of ~~Table A~~ the Town's *Lawful Noise Limitations* to which the applicant shall be subject.

(b) Special event permits are required for any activity that takes place on a non-recurring or infrequent basis and/or that may temporarily exceed the ~~requirements set out in Table A~~ the Lawful Noise Limitations of a level not to exceed seventy (70) decibels. Application for a permit shall be made to the Town Manager or designee not less than five days nor more than 90 days prior to the commencement of the activity. In no case shall more than six permits be issued for any person, entity, or establishment in a calendar year and each calendar day on which the activity is to occur shall constitute a separate permit. ~~No permit may be issued if the effect of the special permit would be to allow for the creation of a noise disturbance as part of the regular or usual activity on any premises~~. A reasonable fee, to be determined by the Town Council, may be assessed for all special permits.

(c) Without limiting the generality of the foregoing, special event permits are required for the following activities, in addition to any other permits required by law:

(1) *Outdoor entertainment, outdoor live entertainment, outdoor parties, special events:* For events not exempted by this article where equipment for amplifying live or prerecorded speech, music or other sound is to be used. This section is intended to apply to temporary events of an infrequent or non-recurring nature; it is not intended to apply to regular activities conducted at a fixed location.

(2) *Mobile sound vehicles:* Special event permits may not be obtained for vehicles using equipment designed or intended for personal entertainment.

(d) Permits may not be denied or revoked except where the activity constitutes a bona fide threat to the health, safety or welfare of any person, or a bona fide threat of physical damage to real or personal property; and, in the case of a permit, for repeated convictions for violating the levels set forth ~~in Table A~~ by the Town's *Lawful Noise Limitations*.

(e) Each applicant for a permit shall be a "person responsible" for the purposes of this article, and shall provide the name of at least one other person who may be contacted in the event or problems arising from the noise associated with the activity for which the permit is requested. Each applicant shall affirmatively indicate that he is familiar with the requirements of this article. Failure to complete the application properly or a record of previous violations by the applicant within the preceding 12 months may be a basis for denial of the permit.

(f) Applicants for special event permits for activities in residential areas shall affirmatively indicate that the owners or occupants of all adjacent premises (including premises directly across the streets or other public ways) have received a copy of the completed application. Applicants for permits for activities on multifamily premises shall also affirmatively indicate that the owner or manager of the premises has received a copy of the application.

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

(h) A violation of any of the provisions of this article may be cause for the immediate revocation of any previously issued permit.

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

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

(a) Penalties for violation of this article shall be as follows:

(1) Any person violating any of the provisions of this article shall, upon conviction thereof, be subject to a fine not exceeding $500.00 or imprisonment not exceeding 30 days, or both. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder. Any person who continues to violate the provisions of this article, after having been previously cited, may be subject to further citations, including the day upon which the original citation was issued.

(2) Upon conviction of being in violation of this article three times for the same offense within a 12-month period, which shall be deemed repeated convictions, when such sound is created by the same sound emitter, or person, the noise-creating equipment may be confiscated by the Court following such latest conviction until such time as the offender can satisfy the Court that he is prepared to and, in fact, will operate said equipment within the limits of this article. Further violation may result in the permanent confiscation by the Court upon such conviction.

(3) In addition to the penalties provided for in this article, the Town Manager or his designee may issue an administrative stop order to any person emitting sound, requiring the person to halt immediately any sound which exposes any other person to a noise disturbance or, if applicable, sound levels in excess of those ~~set forth in Table A~~ in accordance with the Lawful Noise Limitations.

(4) Nothing herein shall be construed to limit any private right of action.

(b) An owner of any premises subject to this article who is not also an occupant of the premises shall be responsible for any actions by tenants, guests, or other licensees that constitute second or subsequent violations of this article; provided, that no absentee owner shall be liable unless notified of first or previous violations of the article, and further provided that such first or previous violations shall have occurred within the previous 12-month period. Notice of any first or previous violations pursuant to this paragraph shall be effected by registered or certified mail. No absentee owner may be subjected to criminal liability under this section; but, may be subject to the penalties and relief as provided for herein. This section shall in no way relieve any other person from responsibility for violations of this article.

(c) The person responsible for any premises shall be jointly and severally responsible and liable for any violations of this article by tenants, guests, or licensees on the premises if the person responsible is actively or constructively present at the time of the violation.

(d) Notwithstanding the foregoing, any person found attempting to alter or manipulate a sound level in an effort to void a violation of this article shall be deemed in violation of this article and subject to the penalties set forth herein above; and, the permit or special permit, as the case may be, shall be revoked until such time as the person can, in good faith, show that they can comply with the article.

Sec. 12-90. Severability.

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

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

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

TOWN COUNCIL

STAFF REPORT

MEETING DATE:	September 9, 2025
PROJECT:	Ordinance Amending Chapter 2 and Chapter 21 of the Town Code as Related to the Declaration of a Local Civil Emergency and Other Matters Related Thereto
PROJECT MANAGER:	Stephen Steese, Town Manager

REQUEST:

Town Manager requests Town Council to approve the amendments to Chapters 2 and 21 to outline the necessary and proper actions to declare a civil emergency event. The edits will define a Local Civil Emergency (LCE), incidents that qualify as an LCE, steps to declare an LCE, and authority of Council and the Manager during and after an LCE is declared.

BACKGROUND:

The Town of Bluffton adopted Chapter 2, Article VII – Emergency Management in 2008 and Chapter 21 – Emergency Permitting Procedures in 2009. These remained in the Code of Ordinances until they were combined in 2023 in Chapter 21 – Emergency Management (Civil Emergencies).

Chapters 2 and 21 until 2023 and Chapter 21 since 2023 have outlined:

- What classifies as an emergency.
- How an emergency is declared, extended, amended, and terminated.
- Roles of the Mayor, Council, Manager, Emergency Manager, and other staff during an emergency.
- Regulations that are suspended and authority that is granted during an emergency.
- Inspection, permits, and other related items to response and remediation.

Questions were raised to the Town Manager and Town Attorney on the declaration process, state law, and direction to address any discrepancies.

The proposed edits would amend Chapter 2 to:

- Add (b) Local Civil Emergency Procurement (LCE) under Section 2-274 – Emergency Procurements.
    - This section would be triggered by the declaration of an LCE and outlines the reporting of any suck procurements to Council within 90 days.

The proposed edits would amend Chapter 21 to:

- Define Local Civil Emergencies (LCE).
- Address how LCEs are declared, extended, amended, and terminated

- Require Town Council to approve LCEs prior to the declaration through an Emergency Meeting when possible.
    - Should a quorum of Council not be able to be meet within 2 hours, the Mayor may declare, but Council should meet no later than 48 hours to confirm, amend, or terminate.
- Outline the powers of the Town Manager to respond to the Emergency.
- Make some grammatical and terminology edits to the preparation and permitting for recovery section of Chapter 21.

NEXT STEPS:

- Council approved First Reading at the August 12th Council Meeting. Should Council approve Second and Final Reading at the September 9th meeting, the Ordinance would go into effect immediately.

ATTACHMENTS:

1. Ordinance
2. Exhibit A – Strikethrough and Amended language
3. Potential Motion

ORDINANCE NO. 2025- ___

AN ORDINANCE AMENDING CHAPTER 2 AND CHAPTER 21 OF THE TOWN CODE AS RELATED TO THE DECLARATION OF A LOCAL CIVIL EMERGENCY AND OTHER MATTERS RELATED THERETO

WHEREAS, the Town of Bluffton ("*Town*") desires to continue to take all necessary and proper actions necessary to protect the general safety, welfare, health and properties of the citizens of the Town during a civil emergency event; and,

WHEREAS, in order to accomplish the above goals, the Town previously established Chapter 2 and Chapter 21 of the Town Code as well as the authority to enact resolutions, ordinances, regulations and procedures pursuant to South Carolina Code of Laws 1976, Section 5-7-30; and,

WHEREAS, the Town must from time to time review ordinances to ensure that they are properly regarded, enforced, sufficient and satisfactory to the needs of the Town and the community, and amend the applicable ordinances as deemed necessary to accomplish the Town's goals; and,

WHEREAS, the Town Council supports the Town's desires and goals to take all necessary and proper actions necessary to protect the general safety, welfare, health and properties of the citizens of the Town during a local civil emergency;

WHEREAS, for the reasons stated above, the Town Council desires to amend Chapter 2 and Chapter 21 of the Town Code as related to the declaration of a local civil emergency and other matters related thereto, and as shown in "Exhibit A" attached hereto and incorporated herein by reference.

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

1. ***Amendment.*** That Chapter 2 and Chapter 21 of the Town Code is amended as shown on "Exhibit A", attached hereto and incorporated herein by reference, whereby the newly added language is illustrated with an underline and deleted language is illustrated with ~~strikethrough.~~

2. ***Severability.*** If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

3. ***Repeal***. All ordinances or parts of ordinances in conflict with this Ordinance, or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this Ordinance full force and effect.

4. ***Effective Date.*** This Ordinance shall be effective immediately upon its adoption by the Town Council of the Town of Bluffton, South Carolina.

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

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

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

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

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

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

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

EXHIBIT A

Sec. 2-116. Reserved. ~~Powers of Town Manager during a state of emergency.~~

~~(a) Upon the declaration of a state of emergency by the Mayor of the Town of Bluffton in accordance with subsection 2-202(a), and during the continuance of such state of emergency, the Town Manager is authorized to immediately implement local emergency measures as set forth herein to protect life and property or to bring the emergency situation under control as provided herein.~~

~~(b) When practical, the actions of the Town Manager shall be accomplished by a written executive order immediately implementing the emergency response and emergency recovery powers provided herein. As soon as practical, the Town Manager shall present his orders to a quorum of Town Council, duly assembled upon emergency basis, in person or electronically, telephonically or via other means. When not practical, the actions of the Town Manager in implementing the emergency response and emergency recovery powers shall be subject to ratification by Town Council, duly assembled as soon as practical.~~

~~(c) In exercising this authority, the Town Manager may cause to become effective any of the sections of this Section as needed by an appropriate executive order preapproved by Town Council herein.~~

~~(d) If any of these sections of this Section are included in a declaration of local emergency, the same shall be filed with the Town Clerk and shall be in effect until the declaration of local emergency has terminated.~~

~~(e) The Town Manager shall have and may exercise for such period as the declared emergency exists or continues, and subject to ratification by Town Council, the following emergency powers:~~

~~(1) To administer the provisions of the Town Code and this Section and to temporarily modify provisions of the Code dealing with building and occupancy permits, demolition permits, and restrictions on the use, development or occupancy of private property, provided that such action is reasonably justifiable for protection of life and property, mitigation of hazardous conditions, avoidance of undue displacement of households or businesses, or prompt restoration of public infrastructure.~~

~~(2) To transfer the direction, personnel or functions of any Town departments and agencies or units thereof for the purpose of performing or facilitating emergency services.~~

~~(3) To utilize all available resources of the Town and subordinate agencies over which the Town has budgetary control as reasonably necessary to cope with the emergency or disaster.~~

~~(4) To utilize public property when necessary to cope with the emergency or disaster or when there is compelling necessity for the protection of lives, health and welfare; and/or the property of citizens;~~

~~(5) To waive, adjust or suspend any law, code provision or regulation prescribing the procedures for conduct of Town business, or the orders, rules or regulations of any Town department, including but not limited to fees, policies and procedures, if strict compliance with any ordinance, resolution, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency or disaster, provided that such suspension shall provide for the minimum deviation from the requirements under the circumstances and further provided that, when practicable, specialists shall be assigned to avoid adverse effects resulting from such suspension.~~

~~(6) To provide benefits to citizens upon execution of an intergovernmental agreement for grants to meet disaster-related necessary expenses or serious needs of individuals or families adversely affected by an emergency or disaster in cases where the individuals or families are unable to meet the expenses or needs from other means, provided that such grants are authorized primarily when matching state or federal funds are available for such purposes.~~

~~(7) To perform and exercise such other functions, powers and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population, including individuals with household pets and service animals prior to, during, and following a major disaster or emergency.~~

~~(8) To conduct the affairs and business of the Town at places other than the regular or usual location, within or outside of the Town, when it is not prudent, expedient or possible to conduct business at the regular location. When such meetings occur outside of the Town, all actions taken by Town Council shall be as valid and binding as if performed within the Town. Such meetings may be called by the presiding officer or any two members of the governing body without regard to or compliance with time-consuming procedures and formalities otherwise required by law.~~

~~(9) To suspend the purchasing ordinances, regulations or policies, while continuing to seek to obtain the best prices during the state of local emergency.~~

EXHIBIT A

(*CONTINUED*)

~~(10) To temporarily suspend the enforcement of the ordinances of the Town, or any portion thereof, where the emergency is of such nature that immediate action outside the Code is required, such suspension is consistent with the protection of the public health, safety and welfare, and such suspension is not inconsistent with any federal or state statutes or regulations.~~

~~(11) To temporarily reduce or suspend any permit fees, application fees or other rate structures as necessary to encourage the rebuilding of the areas impacted by the disaster or emergency. The term "fees" include fees or rates charged by the Town for building permits, land disturbance permits, zoning applications, special land use permits, temporary land use permits and other fees relating to the reconstruction, repair and clean-up of areas impacted by the disaster or emergency. The term "fees" does not include fees collected by the Town on behalf of the County, state or federal government or fees charged by the Town pursuant to a state or federal statute or regulation.~~

~~(12) To issue temporary mobile home, trailer, recreational vehicle or other temporary dwelling structures or parks in any zoning district, even though not otherwise permitted by development code, while the primary dwelling is being repaired. The temporary permit shall not exceed six months in duration. Upon expiration of the temporary permit and/or extension, the temporary dwelling must be removed.~~

~~(13) To implement the registration of building and repair services as set forth herein.~~

~~(f) The Town Manager shall have the legal authority to exercise the powers and discharge the duties conferred by law, including the implementation of the applicable local emergency operations plan, coordination of the emergency responses of public and private agencies and organizations, coordination of recovery efforts with county, state and federal officials, and inspection of emergency or disaster sites.~~

~~(g) The Town Manager is authorized to execute a right of entry and/or agreement to use property for these purposes on behalf of the Town; however, any such document shall be later presented for ratification by Town Council.~~

Sec. 2-274. Emergency procurements.

(a) *Use of Emergency Procurements Generally.* The Town Manager or designee may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of Town government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. Any such procurement shall be reported to Town Council.

(b) *Local Civil Emergency.* The Town Manager or their designee may make or authorize others to make emergency procurements of supplies, services, or construction items during a Local Civil Emergency ("LCE") as established in Chapter 21 of the Town Code. At the earliest practical time, but no later than ninety (90) days following the termination date of the LCE declaration, all emergency procurements made during an LCE shall be reported to Town Council.

Chapter 21 EMERGENCY MANAGEMENT (CIVIL EMERGENCIES)

ARTICLE I. ADMINISTRATION GENERAL PROVISIONS

Sec. 21-1. Definitions.

As used in this Chapter, the following definitions shall apply:

(a) *Local Civil Emergency* ("LCE") means a determination that an event or time period in the foreseeable near future such as a great public crisis, natural disaster, cyberattack, rioting, civil disturbances, or catastrophe which will likely occur and cause widespread or severe damage, injury, or loss of life or property in the Town's jurisdiction.

(b) *Local Civil Emergency Event* ("LCE Event") means the action or occurrence responsible for the Town's declaration of a Local Civil Emergency. A LCE Event may include but is not limited to a natural disaster, protest, riot, pandemic, or any other occurrence creating a public disruption; or when public safety authorities are unable to maintain public order or afford adequate protection for lives, safety, health, welfare or property; or during a declared state of emergency by Beaufort County or the State of South Carolina.

EXHIBIT A

(*CONTINUED*)

(c) *Governing Authority* means the Mayor as presiding officer, and then in succession Mayor Pro-Tem, and in order the most senior of elected municipal official.

(d) *Town Manager* means the individual appointed to the position of Town Manager, then in succession the most senior of Assistant Town Managers, the Chief of Police, the Director of Public Works.

Sec. 21-~~1~~2. Town authority to act to protect public health and safety.

When there is ~~an emergency~~ a Local Civil Emergency due to dangerous or imminent threatening conditions in the ~~t~~Town, designated departments are authorized to enter into contracts and incur obligations necessary to combat such emergency event to protect the health and safety of persons and property, and provide emergency assistance to the victims of the LCE Event. ~~such disaster.~~ Each designated ~~t~~Town department is authorized to exercise the powers vested in the emergency operations plan adopted by the ~~t~~Town ~~c~~Council, in its related plans, and in this Chapter in the light of an extreme emergency ~~situation~~ event, without regard to time-consuming procedures and formalities prescribed by law, except mandatory constitutional requirements. Pursuant to the powers vested in the Town Council under the Constitution and the laws of the State of South Carolina, this Chapter shall not be construed to interfere with the powers of the Governor, or conflict with any State or Federal laws or regulations.

Sec. 21-3. Declaration and Proclamation of a Local Civil Emergency ("LCE").

(a) *Declaration by Governing Authority.* The Governing Authority shall take all actions necessary to be fully informed of the potential LCE event and evaluate whether the event is threatening or endangering the lives, safety, health and welfare of the people within the Town, or threatening damage to or destruction of property within the Town. Following an informed evaluation, the Governing Authority shall make their best effort to convene a quorum of Town Council in order to declare a LCE, at minimum the Governing Authority shall request in writing a quorum through electronic mail and text messaging. If a quorum of Town Council is unable to convene two (2) hours after the initial written request for a quorum is sent by the Governing Authority, then the Governing Authority at their sole discretion is hereby authorized and empowered to declare a Local Civil Emergency by proclamation in accordance with terms of this Chapter.

(b) *Proclamation by Governing Authority.* Pursuant to Sec. 21-2(a) the Governing Authority is hereby authorized and empowered to issue a public proclamation declaring to all persons the existence of an LCE. The proclamation shall be signed by the Governing Authority, filed in the Office of the Town Clerk, and shall be immediately communicated to the citizens and general public using the most effective and efficient means available to reach the greatest number of individuals as promptly as possible. Such a proclamation shall be subject to ratification, alteration, modification or repeal by Town Council. Subsequent actions of Town Council shall not affect the validity of prior actions taken by the Governing Authority.

(1) *Minimum Requirements.* The proclamation declaring an LCE shall include at a minimum the following information and statements:

i. Provide a description of the LCE Event; and,

ii. the conditions that require the declaration; and,

iii. the specific regulations in place due to the declaration; and,

iv. termination date of the LCE in accordance with this Chapter.

(2) *Permitted Prohibitions*. The Governing Authority is authorized and empowered to impose those certain restrictions provided for in this Section without a vote of Town Council; and such restrictions may be for such times, upon such conditions, with exceptions and in such areas of the Town believed to be necessary to address the LCE Event. The proclamation declaring a LCE may include any or all of the following:

i. Restrict or prohibit the use of streets, highways, or public ways by the public. This prohibition may be for specific rights of ways or for designated areas of the Town; and,

ii. Restrict any number of persons from assembling or gathering on the public streets, in the public parks, or other open areas of the Town. This restriction may be implemented for specific time periods of the day or for a portion of or the entire duration of the LCE; and,

iii. Establish a curfew to more effectively protect the lives, safety and property of the people within the Town, to define and impose a curfew applicable to all persons within the jurisdiction of the Town. The curfew authorized in this section may apply to all of the Town or only to a certain designated portion thereof; and,

iv. Establish a temporary building moratorium as established in Section 21-6 of the Town Code; and,

v. Such other activities as reasonably believed to be necessary in order to help preserve and maintain life, health, property, or the public peace.

(3) *Violations of the Proclamation.* Any person willfully violating any provision of a proclamation declaring an LCE shall be guilty of a civil penalty for each infraction. This should not be construed to limit the authority of law enforcement for any and all other code violations or criminal activity.

(c) *Town Council Action.* Should a quorum of Town Council convene and vote prior to the declaration of an LCE by the Governing Authority, then no further action is necessary unless to extend or amend a declaration of a LCE. When a quorum of Town Council is unable to convene prior to a declaration of an LCE by the Governing Authority, then the Governing Authority shall request for a quorum of Town Council to convene as soon as reasonably possible; but in any event, no later than forty-eight (48) hours after the issuance of the declaration of an LCE. The dually assembled Town Council may decide through adoption of an emergency ordinance to terminate the proclamation, to extend the time covered by the proclamation, or leave to the discretion of the Governing Authority the termination or extension of the proclamation. Subsequent actions of Council shall not affect the validity of prior actions taken by the Governing Authority.

(1) *Inability to Convene*. If due to the LCE Event, the Town Council is unable to convene with a quorum as required in the above section then a meeting of Town Council shall occur as soon as reasonably possible.

Sec. 21-4. Local Civil Emergency Powers of Town Manager.

Following the Governing Authority's proclamation declaring a LCE, the Town Manager is automatically invested with the powers, authorities and rights as established in this Section.

When practical, the actions of the Town Manager shall be accomplished by a written executive order immediately implementing the emergency response and emergency recovery powers provided herein. Said executive order shall be communicated to the citizens and general public using the most effective and efficient means available to reach the greatest number of individuals as promptly as possible. As soon as practical the Town Manager shall present their orders to a quorum of Town Council. The actions of the Town Manager in implementing the emergency response and emergency recovery powers shall be subject to ratification by Town Council, duly assembled as soon as practical.

The Town Manager shall have and may exercise for such period as the declared LCE exists or continues the emergency powers established in this Section, subject to ratification by Town Council. Specifically, the Town Manager is authorized to:

(1) immediately implement local emergency measures as established in the LCE proclamation and as set forth herein to protect life and property or to bring the LCE Event under control. The Town Manager has the authority to implement the applicable local emergency operations plan; coordinate the emergency responses of public and private agencies and organizations; coordinate recovery efforts with municipal, county, state and federal officials; and organize and conduct inspections of emergency or sites effected by the LCE Event; and,

(2) utilize all available resources of the Town and subordinate agencies over which the Town has budgetary control as reasonably necessary to cope with the LCE Event; and,

(3) transfer the direction, personnel or functions of any Town department and agencies or units thereof for the purpose of performing or facilitating emergency services in response to the LCE Event; and,

(4) utilize public property when necessary to cope with the LCE Event or when there is compelling necessity for the protection of lives, health and welfare; and,

(5) conduct the affairs and business of the Town at places other than the regular or usual location, within or outside of the Town when it is not prudent or possible to conduct business at the regular location. When meetings occur outside of the Town, all actions taken by Town Council shall be made in accordance with the Town Council Operating and Administrative Procedures Manual and be deemed as valid and binding as if performed within the Town; and,

(6) suspend the ordinary procurement processes and approve emergency procurements as established in Section 2-274 of the Town Code while continuing to obtain the best prices during the LCE; and,

(7) perform and exercise such other functions, powers and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population, including individuals with household pets and service animals prior to, during, and following a LCE Event; and,

(8) administer the provisions of this Chapter and all other applicable Sections of the Town Code to temporarily adjust the requirements of the Town Code dealing with building and occupancy permits, demolition permits, and restrictions on the use, development or occupancy of private property, provided that such action is reasonably justifiable for protection of life

and property, mitigation of hazardous conditions, avoidance of undue displacement of households or businesses, or prompt restoration of public infrastructure; and,

(9) temporarily reduce or suspend any permit fees, application fees or other rate structures as necessary to encourage the rebuilding of the areas impacted by the disaster or emergency. The term "fees" includes fees or rates charged by the Town including, but not limited to, building permits, land disturbance permits, zoning applications, special land use permits, temporary land use permits and other fees relating to the reconstruction, repair and clean-up of areas impacted by the disaster or emergency. The term "fees" does not include fees collected by the Town on behalf of the County, state or federal government or fees charged by the Town pursuant to a state or federal statute or regulation; and,

(10) issue temporary mobile home, trailer, recreational vehicle or other temporary dwelling structures or parks in any zoning district, even though not otherwise permitted by development code, while the primary dwelling is being repaired. The temporary permit shall not exceed six (6) months in duration. Upon expiration of the temporary permit or extension, the temporary dwelling must be removed; and,

(11) implement the registration of building and repair services as established in this Chapter; and,

(12) execute a right of entry or enter into an agreement to use property for any purpose on behalf of the Town to protect life, health and welfare during an LCE; however, any such document shall be later presented for ratification by Town Council.

Sec. 21-5. Status and Termination of a Local Civil Emergency ("LCE").

The Governing Authority shall keep the Town Council fully advised as to the status of the LCE. The Governing Authority shall declare the termination of an LCE at the earliest possible date that conditions warrant, or when directed to do so by the Town Council through a resolution. Upon the declaration by the Governing Authority terminating the existence of the LCE, by operation of law all related rules, regulations, orders, and directives shall immediately terminate and be of no further force or effect.

Sec. 21-~~3~~6. Temporary building moratorium.

A proclamation declaring a Local Civil Emergency ("LCE") may establish a temporary building moratorium for all or part of the Town as determined necessary by the Governing Authority to protect the health and safety of persons and property. There may be established in the ~~emergency~~ LCE Event effected area a temporary moratorium on the construction or reconstruction of any building or other structure, except for such necessary activity as may be undertaken by an individual property owner for the purpose of temporarily protecting the health and safety of his family or preventing further loss to the value of ~~his~~ their property, and on the issuance of any development, building, or other such town permits, until such time as the declaration of a ~~state of emergency~~ LCE has been terminated. ~~This~~Any moratorium issued pursuant to this Chapter shall terminate 45 days from the date of such declaration unless extended or shortened by the ~~t~~Town ~~c~~Council.

~~Sec. 21-4. Recovery team.~~

~~The town's Recovery Team shall be activated to oversee the recovery and reconstruction process and to serve as an advisory committee to town officials responsible for recovery activities. Town departments will support and act upon the recommendation of the team.~~

~~Sec. 21-5. Mayoral orders authorized in event of state of emergency~~

~~(a) The mayor, after proclaiming a state of emergency and prior to terminating such, may make and proclaim any or all of the following orders prohibiting:~~

~~(1) Any person being on the public streets, in the public parks, or at any other public place during the hours declared by the mayor to be a period of curfew;~~

~~(2) Any number of persons, as designated by the mayor, from assembling or gathering on the public streets, in the public parks, or other open areas of the town, either public or private;~~

~~(3) Price gouging;~~

~~(4) The possession of firearms or any other deadly weapon by a person, other than a law enforcement officer, in a place other than that person's place of residence or business;~~

~~(5) The sale, purchase, or dispensing of alcoholic beverages;~~

~~(6) The use of certain streets, highways, or public ways by the public;~~

~~(7) Business establishments from remaining open; and~~

EXHIBIT A

(*CONTINUED*)

~~(8) Such other activities as he reasonably believes should be prohibited to help preserve and maintain life, health, property, or the public peace.~~

~~(b) In imposing the restrictions provided for in this section, the mayor may impose them for such times, upon such conditions, with such exceptions, and in such areas of the town he from time to time deems necessary.~~

~~(c) Any person willfully violating any provision of an order issued by the mayor under this section shall be guilty of a misdemeanor for each infraction, on a per incident or daily basis.~~

~~Sec. 21-6. Failure to leave public property upon lawful direction.~~

~~Any person upon any public way or any public property within the area described in the state of emergency~~ Local Emergency Event ~~who is directed by a public official or peace officer to leave the public way or public property and refuses to do so shall be guilty of a misdemeanor~~ civil penalty~~.~~

~~Sec. 21-7. Status and termination of emergency.~~

~~The mayor shall keep the council fully advised as to the status of the emergency. The mayor shall declare the termination of such local emergency at the earliest possible date that conditions warrant, or when directed to do so by the town council. Upon the announcement by the mayor of the termination of the existence of the local emergency by operation of law, such rules, regulations, orders, and directives shall terminate and be of no further force or effect.~~

Secs. 21-~~7~~8—2-17. Reserved.

Sec. 21-18. Preparation of construction sites and developed sites for a Local Civil Emergency Event or Other severe weather events.

(a) *Intent.* The provisions of this section apply at the direction of the ~~t~~Town ~~m~~Manager, or designee, by way of a written executive order during a Local Civil Emergency or in the event of significant severe weather conditions, or other similar types of severe weather warnings for any part of Beaufort County.

(b) *Construction sites.*

(1) All construction materials, including roof tiles, within the ~~t~~Town shall be secured, stored or removed so as not to create a safety hazard because of hurricane or tropical storm force winds, or similar severe weather.

(2) Media broadcasts or notices issued by the National Weather Service or National Hurricane Center of a hurricane or tropical storm warning shall be deemed sufficient notice to the owner of real property upon which construction is occurring or any contractor responsible for the construction to secure, store or remove loose construction debris and loose construction materials against the effects of high wind.

(3) Materials stockpiled on top of any structure under construction shall be permanently installed by the property owner or contractor at the direction of the ~~t~~Town ~~m~~Manager, or designee. However, if such installation cannot be timely completed, then the property owner or contractor shall:

a. Band together the construction materials and mechanically fasten them to the top of the structure in such a manner so a threat of becoming airborne during a tropical storm or hurricane is not experienced;

b. Remove the construction materials from the top of the structure and mechanically tie them down to the ground;

c. Remove the construction materials from the job site; or

d. Store the construction materials inside a protected structure.

(4) Interiors of structures under construction shall be secured to prevent materials from becoming airborne.

(5) All debris on a construction site shall be stored in commercial containers and shall be properly secured.

(6) Commercial containers and portable toilets must be removed from a construction site or mechanically tied to the ground.

(7) Piles of dirt, sand, and stone on a construction site shall be located away from rights-of-way, adjoining properties, swales, culverts, inlet grates, creeks, coves and rivers.

(8) All construction materials or debris required to be secured, stored or removed shall remain secure, stored or removed hereunder from the property until the National Weather Service, National Hurricane Center or other appropriate weather agency has removed all portions of Beaufort County from those areas included in a hurricane or tropical storm warning, or the ~~t~~Town ~~m~~Manager, or designee, lifts an severe weather directive pursuant to this section, whichever event shall first occur.

(c) *Developed sites.*

(1) On all developed property, all furnishings including, but not limited to, furniture and lawn equipment not secured by a fence or screen enclosure, shall be secured, stored or removed so as to not create a safety hazard due to hurricane force winds.

(2) Media broadcasts or notice at the direction of the ~~t~~Town ~~m~~Manager, or designee, issued by the National Weather Service or National Hurricane Center of a hurricane or tropical storm warning for Beaufort County shall be deemed sufficient notice to the owner of developed real property to store or secure furnishings or to remove furnishings not secured or stored from the property.

(3) All materials and furnishings required to be secured, stored or removed shall remain secure, stored or removed hereunder from the property at the direction of the ~~t~~Town ~~m~~Manager, or designee, lifts an severe weather directive pursuant to this section, or until the National Weather Service, National Hurricane Center or other appropriate agency has removed all portions of Beaufort County from those areas included in a hurricane or tropical storm warning, whichever event occurs first.

Sec. 21-19. Notice of violation.

(a) *Non-emergency situations.*

(1) Upon the determination of the ~~t~~Town that a construction site is in violation of with any of the terms of this article, or that a construction site poses a health or safety risk, the ~~t~~Town shall provide notice to the property owner, its contractor or agents of the violation.

(2) The violation may be enforced by the ~~c~~Chief ~~b~~Building ~~o~~Official, or designee, through the issuance of a stop work order in accordance with the procedures set forth in this Code; or an order to repair, restore or demolish the work; to vacate the premises; or otherwise to abate the violation enforceable.

(3) Upon due notice, the construction site shall be brought into compliance within the time directed by the ~~t~~Town, but in no event more than 24 hours from the time of notice. If the violation is not corrected within the time directed, the ~~t~~Town shall have the right, but not the obligation, to correct the violation and charge all costs and fees to the permittee or property owner.

(b) *Emergency situations.*

(1) If at any time the ~~t~~Town determines that a~~n emergency~~ a Local Civil Emergency situation exists endangering the public health, safety, or welfare; creating a potential liability for the ~~t~~Town; or endangering the town streets, utilities or other public property, and if the timing or nature of the situation precludes advance notification as provided in subsection (a) of this section, the ~~t~~Town shall have the right to enter the construction site to take whatever emergency action it deems necessary to secure, store or remove all loose construction materials and debris, including, but not limited to, roof tiles and roofing materials.

(2) In such circumstances, the ~~t~~Town shall bill the property owner or his/her agent for all charges and expenses incurred to eliminate these potentially unsafe conditions by any means necessary. The securing of an outside contractor to perform these services shall be deemed to be the securing of emergency services and shall not require the ~~t~~Town to utilize a competitive bid process to select a contractor.

(3) Any and all loss, damage, costs and expenses, including legal fees and administrative costs, incurred by the ~~t~~Town in the course of exercising its rights pursuant to this section, or incurred in repairing or restoring damage to the public right-of-way or other public property shall be reimbursed by the property owner. The ~~t~~Town shall not be responsible for any loss or damage incurred as a result of exercising its rights under this section.

(4) A notice of violation shall be posted at the job site and mailed to the property owner and contractor. The written notice shall constitute a stop work order and shall remain in effect until the bill is paid. Upon receipt of payment, the ~~c~~Chief ~~b~~Building ~~o~~Official, or designee, shall allow resumption of work.

EXHIBIT A

(*CONTINUED*)

ARTICLE II. EMERGENCY PERMITTING GENERAL PROVISIONS

Sec. 21-20. Definitions.

Appraisals: Appraisal from South Carolina certified appraiser for type of structure using the fair market value approach as defined by FEMA. (Appraisal must be within 18 months of the application date) or Beaufort County current assessed value plus 25 percent (125 percent of county assessed value).

Building/structure: That which is built or constructed which is used or intended for supporting or sheltering any use or occupancy.

Disaster: Any occurrence of widespread or severe damage, injury, or loss of life or property resulting from a natural, technological, or national security incident, including but not limited to earthquake, explosion, fire, flood, high water, hostile military action, hurricane, landslide, mudslide, storm, tidal wave, tornado, or wind-driven water, when a ~~state of emergency~~ Local Civil Emergency Event is declared by the ~~Mayor~~ Governing Authority pursuant to Chapter 21 of the Town Code. ~~section 2-202 of the Municipal Code of the Town of Bluffton~~.

Fair market value: As defined by FEMA, replacement cost of structure less depreciation.

Sec. 21-101. Purpose.

The Town of Bluffton realizes that in the event of a disaster, or a LCE Event, it may be impractical to require all structures which sustain significant damage to rebuild in compliance with the current review and submission requirements of the Unified Development Ordinance, Old Town District Code and the Official Building Code as adopted by Town Council. Furthermore, the community's economy will depend on the ability of all property owners to repair, reconstruct, or rebuild and become operational as quickly as possible following a disaster. The regulations set forth in this chapter allow a measure of leniency to the review and submission requirements contained in the Unified Development Ordinance and the Official Building Code in an attempt to provide incentives for all property owners to repair, reconstruct, or rebuild quickly to the state or condition that existed prior to the disaster.

Sec. 21-102. Applicability.

This ~~chapter~~ Article shall apply in all cases where any structure (as defined in the current adopted International Residential or Building Code) is damaged or destroyed as a direct result of ~~any event or disaster (as defined in section 21-701) that has been declared~~ a ~~state of emergency~~ Local Civil Emergency Event by the ~~Mayor~~ Governing Authority pursuant to this C~~c~~hapter ~~2 (administration), article VII, section 2-202 of the Municipal Code of the Town of Bluffton~~.

Damage to, or destruction of, any structure by any other means shall be repaired, reconstructed, or rebuilt only in compliance with applicable chapters of the Municipal Code of the Town of Bluffton.

Sec. 21-103. Application acceptance after declaration of ~~emergency~~ a Local Civil Emergency Event.

After the assessment of the ~~disaster~~ LCE Event, the ~~Mayor~~ Governing Authority shall declare that the Town will begin accepting applications for the repair of damaged or destroyed structures per the procedures set forth in this ~~c~~Chapter. No applications for new structures or development will be accepted during this time. At their discretion, Town Council may extend the application period by resolution.

The ~~Mayor~~ Governing Authority will declare when the Town is ready to accept applications for new structures and development.

ARTICLE III. ZONING AND DEVELOPMENT PROCEDURES

Sec. 21-201. Placards and safety assessment for the purpose of this ~~c~~Chapter.

Following a ~~declared disaster~~ Local Civil Emergency Event, the Town of Bluffton will perform a safety assessment to determine the safety of structures that sustained damage or were destroyed as a result of the ~~disaster~~ LCE Event. When the safety assessment is completed for the structure, the Town shall attach a placard to the structure informing the owner and officials about the safety of the structure. Placards will be assigned according to a color-coded system.

The following placards will be issued following a safety assessment:

A. Green placard (inspected, safe): Lawful occupancy is permitted.

B. Yellow placard (limited entry): Restricted use.

C. Red placard (unsafe): Unsafe to occupy.

EXHIBIT A

(*CONTINUED*)

Once a placard has been attached to a building, it shall not be removed, altered or covered until done so by an authorized representative of the Town of Bluffton or upon written notification from the Town of Bluffton.

The planning permitting and approval process will be determined by the extent of damage that a property has sustained as well as the location of the property if it is in an overlay district. Property sustaining minor damage may not require a permit based on the type of damage. Major damage will, in most cases, require a permit.

Sec. 21-204. Planning Department emergency permitting application.

The Planning Department emergency permitting application must be submitted within six months ~~of when the Mayor~~ from the Governing Authority declaring ~~declares~~ the Town is ready to begin receiving applications for permits. At their discretion, Town Council may extend the application period by resolution.

Sec. 21-206. Historic Preservation Overlay District.

(a) An application for building permit to repair structures located in the Historic Preservation Overlay District (HPOD) requires a Certificate of Appropriateness. Following a declared disaster the repair of damage to structures in this district may be expedited with administrative approval. This expedited administrative approval may apply to repairs such as:

(1) Board for board repairs.

(2) Exact replacement of roofing materials.

(3) Exact replacement of downspouts and gutters.

(4) Window replacement, provided the replacement or repaired window frame is exactly as installed prior to the damage.

(5) Repair, or exact replacement, of shutters.

(6) Repair and resetting of air conditioning compressors.

(7) Fence, step, porch and patio cover repair or reconstruction provided there is no change in the height, length, width, size, location or type of construction or materials.

(8) Sign repair or reconstruction provided there is no change in height, length, width, size, location or type of materials.

(b) The application shall include such information and documentation to demonstrate pre-event conditions to assist the Administrator in determining that no changes will be made from those conditions, including the following items:

(1) One copy of all approved plans;

(2) One copy of building elevation drawings previously approved by the Town or the County showing all four elevations of all structures on the site prior to the disaster; or

(3) Pre-disaster photos showing all four sides of each structure on the property.

(c) An application for building permit to repair structures located in the HPOD which does not meet the above criteria, may be reviewed by the Historic Preservation Commission (HPC) for approval of a Certificate of Appropriateness prior to issuance of a building permit.

(d) HPC procedures for emergency permitting.

(1) A quorum consisting of four of the seven appointed members must be present to conduct business;

(2) There must be a majority vote of members present to issue a Certificate of Appropriateness;

(3) HPC shall meet bi-weekly, or more often if necessary, after the ~~Mayor~~Governing Authority has declared the Town shall begin receiving applications for permits after a declared ~~state of emergency~~ Local Civil Emergency Event due to a disaster;

(4) Location of meetings will be determined by the Administrator.

ARTICLE IV. EMERGENCY CONSTRUCTION PERMITTING PROCEDURES

Sec. 21-301. Application.

Where a building permit is required, a complete emergency construction building permit application must be submitted within 18 months of the date the ~~Mayor~~ Governing Authority declares the Town shall begin receiving applications for permits after ~~the declared state of emergency~~ a Local Civil Emergency ~~due to a disaster~~.

Sec. 21-302. Emergency construction building permit not required.

Any structure, located outside of the Historic Preservation Overlay District, that receives a green placard after a safety assessment as a direct result of a ~~state of emergency~~ Local Civil Emergency Event due to a disaster shall be repaired, reconstructed, or rebuilt to the state or condition that existed prior to the disaster without the necessity of obtaining an emergency construction building permit. The work must be completed within 18 months of the date the ~~Mayor~~ Governing Authority declares the Town shall begin receiving applications for permits after the declared ~~state of emergency~~ Local Civil Emergency Event due to a disaster. The repairs must comply with current construction codes as adopted by the state including the Town of Bluffton and the Flood Damage Prevention Ordinance. Work may be completed by the owner unless other sections of the Municipal Code or state law require a properly licensed contractor/sub-contractor.

EXCEPTIONS:

(a) If the repair of a structure is delayed due to litigation, then the time of such delay shall not be considered when computing the 18-month period.

(b) Other causes beyond the control of the owner may be submitted to the Building Official or his designee for a determination as to whether a delay beyond the 18-month period may be granted.

Sec. 21-303. Emergency construction building permit required.

(a) All structures that receive a yellow or red placard as a direct result of a ~~state of emergency~~ Local Civil Emergency Event due to a disaster with damage amounting to less than 50 percent of the fair market value of the structure prior to the damage as calculated by FEMA rules, regulations, or guidelines, shall be repaired, reconstructed, or rebuilt to the state or condition that existed prior to the declared ~~state of emergency~~ Local Civil Emergency due to a disaster. An emergency construction building permit is required prior to any repairs, reconstruction or rebuilding commencing.

(1) Any emergency construction applications for emergency construction building permits shall comply with the current state-adopted construction codes with amendments.

(2) Construction drawings shall not be required.

(3) Condition of the permit requires that the owner of record and the contractor must sign an emergency construction affidavit stating that all construction will comply with the current state-adopted construction codes with amendments and the Town of Bluffton Flood Damage Prevention Ordinance.

(4) All construction must be inspected prior to cover-up.

(5) Emergency construction applications must be submitted within 18 months of the date the ~~Mayor~~ Governing Authority declares the Town shall begin receiving applications for permits after the declared ~~state of emergency~~ Local Civil Emergency Event due to a disaster.

EXCEPTIONS

(1) If structures are damaged less than 50 percent and the reconstruction is delayed due to litigation, then the time of such delay shall not be considered when computing the 18-month period.

(2) Other causes beyond the control of the owner may be submitted to the Building Official, or his designee, for a determination as to whether a delay beyond the 18-month period may be granted.

(b) All structures that receive a yellow or red placard as a direct result of a ~~state of emergency~~ Local Civil Emergency Event due to a disaster with damage equal to or greater than 50 percent of the fair market value of the structure prior to the damage as calculated by FEMA rules, regulations, or guidelines, shall be repaired, reconstructed, or rebuilt to the state or condition that existed prior to the declared ~~state of emergency~~ Local Civil Emergency Event due to a disaster. An emergency construction building permit is required prior to any repairs, reconstruction, or rebuilding commencing.

(1) All emergency construction applications for emergency construction building permits shall comply with chapter 5 of the Town Code and the Town of Bluffton Flood Damage Prevention Ordinance.

(2) Complete construction drawings for proposed work shall be required.

(3) All construction must be inspected prior to cover up.

(4) Application documents shall include the following:

a. Site plan/as built as approved by the Planning Department.

b. Complete application including original notarized mechanical certificates.

(5) All structures located in a flood zone must build to the current flood maps adopted by the Town of Bluffton.

(6) Emergency construction applications shall be submitted within 18 months of the date the ~~Mayor~~ Governing Authority declares the Town shall begin receiving applications for permits after the declared ~~state of emergency~~ Local Civil Emergency Event due to a disaster.

EXCEPTIONS

(1) If structures are damaged equal to or greater than 50 percent and the reconstruction is delayed due to litigation then the time of such delay shall not be considered when computing the 18-month period.

(2) Other causes beyond the control of the owner may be submitted to the Building Official, or his designee, for a determination as to whether a delay beyond the 18-month period may be granted.

ARTICLE V. APPLICATIONS AND PERMITS IN PROGRESS

Sec. 21-401. Applications under review at the time of a ~~state of emergency~~ Local Civil Emergency due to a disaster.

(a) All applications for development, subdivision, or other approvals that are in progress at the time of a ~~state of emergency~~ Local Civil Emergency due to a disaster declaration by the ~~Mayor~~ Governing Authority shall be suspended for such time as the Administrator deems necessary, provided that such suspension shall not exceed 18 months. The time frames established for reviews as set forth in the Town of Bluffton Unified Development Ordinance, shall be suspended during this period. All such applications shall be reviewed and acted on based on the provisions of the Unified Development Ordinance in effect at the time the application was deemed complete.

(b) All applications for approvals or permits that are reviewed and acted on by the Historic Preservation Commission, the Corridor Review Board, the Construction Board of Adjustments and Appeals, the Planning Commission, or the Town Council that are in progress at the time of a ~~state of emergency~~ Local Civil Emergency due to a disaster declaration by the ~~Mayor~~ Governing Authority shall be suspended until such time that the Board, Commission, or Council can reasonably schedule any required public hearings and meetings to review and act on such applications, provided that such suspension shall not exceed 18 months. All such applications shall be reviewed and acted on based on the provisions of the Unified Development Ordinance in effect at the time the application was deemed complete.

(c) All applications for construction permits that are under review at the time of a ~~Mayor~~ Governing Authority declares a ~~state of emergency~~ Local Civil Emergency Event due to a disaster shall be suspended for such time as the Building Official deems necessary, provided that such suspension shall not exceed 18 months from the date the Mayor declares the Town shall begin receiving applications for permits after the declared ~~state of emergency~~ Local Civil Emergency due to a disaster. The time frames established for reviews as set forth in chapter 5 of the Town of Bluffton Municipal Code shall be suspended, during this period. All such applications shall be reviewed and acted upon based on the provisions of chapter 5 in effect at the time the application was submitted and deemed complete by the Building Official or his designee.

(d) In cases in which permits have been issued prior to a declared ~~state of emergency~~ Local Civil Emergency due to a disaster, construction may continue under the previous existing approved plans and inspections.

EXCEPTIONS:

(1) Any deviation from approved plans shall require a new complete application review as required in article I of chapter 5.

(2) New applications will not be processed until such time as determined by the Building Official or his designee. The suspension of processing new applications shall not exceed 18 months from the date the ~~Mayor~~ Governing Authority declares the Town shall begin receiving applications for permits after the declared ~~state of emergency~~ Local Civil Emergency due to disaster.

(3) All fees paid for previously submitted plans shall be applied to the fee for the new submission.

Sec. 21-402. Issued permits for which the work has not been completed at the time of a disaster.

In cases in which permits have been issued prior to a declared ~~state of emergency~~ Local Civil Emergency due to a disaster, construction may continue under the previous existing approved plans and inspections.

EXCEPTIONS:

(1) Any deviation from approved plans will require a new complete application review as required in ~~a~~Article I of ~~c~~Chapter 5.

(2) New applications will not be processed until such time as determined by the Building Official or his designee. The suspension of processing new applications shall not exceed 18 months from the date the ~~Mayor~~ Governing Authority declares the Town shall begin receiving applications for permits after the declared ~~state of emergency~~ Local Civil Emergency due to disaster.

(3) All fees paid for previously submitted plans shall be applied to the fee for the new submission.

ARTICLE VI. CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

Sec. 21-501. Procedures for Construction Board of Adjustments and Appeals during the ~~state of emergency~~ Local Civil Emergency Event due to a disaster.

(a) The Construction Board of Adjustments and Appeals will consist of a minimum of three members of the existing board.

(1) A minimum of three members must be present to conduct a meeting.

(2) There must be a majority vote of members present to overturn the Building Official's interpretation of the code. In no instance may the Building Official's interpretation of the code be overturned by less than three votes.

(3) Approval of a variance request shall require a majority vote by the members of the Board present for a decision.

(4) The Board shall meet bi-weekly, or more often if necessary, after the ~~Mayor~~Governing Authority has declared the Town shall begin receiving applications for permits after a declared ~~state of emergency~~ Local Civil Emergency due to a disaster.

(5) Location of meetings will be determined by the Building Official.

Attachment 3

Recommended Motion

Consideration of an Ordinance Amending Chapter 2 and Chapter 21 of the Town Code as Related to the Declaration of a Local Civil Emergency and Other Matter Related Thereto – Second and Final Reading – Stephen Steese, Town Manager.

"I move to [approve, approve as amended, deny] the Second and Final Reading of an Ordinance Amending Chapter 2 and Chapter 21 of the Town Code as Related to the Declaration of a Local Civil Emergency and Other Matter Related Thereto."

TOWN COUNCIL

STAFF REPORT

MEETING DATE:	September 9, 2025
PROJECT:	Consideration of the Approval of a Three-Party Agreement between Buckwalter Association Inc., Beaufort County, and the Town of Bluffton to Construct the Connector Road between Buckwalter Place and Washington Square
PROJECT MANAGER:	Heather Colin, AICP, Assistant Town Manager

REQUEST: Request Town Council's approval to authorized the Town Manager to execute a three-party agreement between Buckwalter Association Inc., Beaufort County and the Town of Bluffton to construction the connector road between Buckwalter Place and Washington Square as shown on the attachments.

BACKGROUND: The Buckwalter Place Initial Master Plan (Attachment 1, Exhibit B), approved in 2007 and last amended in 2019 identifies a future connector road linking Innovation Drive and Discovery Drive to Washington Square. Southeastern Development Associates (SEDA) owns the 25.36 acre parcel and approximately 3 acres of existing roads needed for this project. Washington Square, located north of Buckwalter Place, constructed its portion of the road to the shared property line. The remaining segment within Buckwalter Place remains unbuilt.

This connector road will serve as a critical cross access corridor, reducing traffic on Buckwalter Parkway and will provide an alternate route. The project is included in Beaufort County's Buckwalter Parkway Access Management Plan and therefore is eligible for Transportation Impact Fee funds.

SUMMARY: Attachment 1, Agreement for Services and Conveyance of Real Property, is a legal contract with two key elements. The first outlines the work to be performed, who's responsible for the work, timelines and cost-sharing. The second is the conveyance of property which describes the property to be transferred and how it's executed.

SEDA will construct the road segment to complete the cross connection, improving vehicular flow and emergency access. Total cost (Attachment 1, Exhibit E) is estimated at $654,849.72 with each party (Town, County, SEDA/Buckwalter Associates, Inc) contributing one-third and no more than a 20% overage, $218,283.24 + 20% = $261,939.89. Upon completion of the road, SEDA will request reimbursement from the Town and County and will then donate the connector road and adjacent existing roads to the Town, allowing the roads to become public infrastructure.

NEXT STEPS: Should Town Council approve the Agreement, this will authorize the Town Manager to execute all necessary documents, including acceptance of the right-of-way deed, submitting all required plats and to make any amendments that do not change the project scope or overall cost.

ATTACHMENTS:

1. Agreement for Services and Conveyance of Real Property
    a. Exhibit A – Plat Depicting Roads and Parcel G
    b. Exhibit B – Buckwalter Place Initial Master Plan
    c. Exhibit C – Development Permit
    d. Exhibit D – Wetland Earthwork Plans for Connector Road to Parcel 4
    e. Exhibit D-1 – Discovery Drive Connector Site Plan
    f. Exhibit E - Budget

2. Proposed Motion

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)

AGREEMENT FOR SERVICES AND CONVEYANCE OF REAL PROPERTY

THIS AGREEMENT FOR SERVICES AND DONATION OF REAL PROPERTY ("***Agreement***") is made and entered into as of the latter date of execution below by and between the **TOWN OF BLUFFTON,** a South Carolina municipal corporation *(*the ***"Town"),*** **BEAUFORT COUNTY,** a political subdivision of the State of South Carolina (the ***"County"***, and **BUCKWALTER PLACE ASSOCIATION, INC.** *(*collectively ***"BPA").*** The Town, District, and BPA may from time to time be referred to individually as a *"Party"* and collectively as the *"Parties."*

RECITALS:

WHEREAS, the Town of Bluffton Town Council (***"Town Council***") initially approved the Buckwalter Place Master Plan ("***BP Master Plan***") via majority vote on July 17, 2007, which is associated with real property located within the Town of Bluffton's jurisdiction. The BP Master Plan shows a right-of-way connecting Innovation Drive and Discovery Drive within Buckwalter Place ("***Connector Road***"); and,

WHEREAS, Buckwalter Place Association, Inc. currently owns the real property which contains the future right-of-way for the Connector Road consisting of approximately 25.36-acres, more or less, and identified as Beaufort County Tax Map No. R610 022 000 1101 0000, identified as Parcel G on the Plat in "**Exhibit A**" attached hereto and incorporated herein by reference; collectively hereinafter the "***Parent Parcel***"; and,

WHEREAS, the County, to address the transportation needs for the developing area adopted Transportation Impact Fees ("***Impact Fees***"), described in more detail herein, where said fees shall be used for specific projects including the Connector Road; and,

WHEREAS, the County and the Town entered into an intergovernmental agreement in November 2022 establishing the collection and use of transportation impact fees associated with properties located in the Town's jurisdiction, including the Parent Parcel and other properties located within the BP Master Plan; and,

WHEREAS, the Parties agree that the purpose of this Agreement is to permit the Parties to formalize the agreed upon responsibilities, covenants and obligations of each Party to fulfill the obligations established in the BP Master Plan to construct the Connector Road and fund a portion of the Project with Impact Fees in accordance with the terms and conditions established in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties hereto agree as follows:

I. RECITALS INCORPORATED. The foregoing recitals are hereby incorporated as though fully set forth herein.

II. THE PROJECT DEFINED. The Parties agree that for purposes of this Agreement, the "***Project***" is defined as the construction of the Connector Road on and across the Parent Parcel as approved in the BP Master Plan and as further shown and detailed in the Exhibits attached hereto.

III. PROJECT BACKGROUND.

a. *Buckwalter Place.* The Town of Bluffton Town Council initially approved the Buckwalter Place Master Plan via majority vote on July 17, 2007, which was last revised in April 2019 and as fully provided for in "**Exhibit B**", attached hereto and incorporated herein by reference. The initial Master Plan and its subsequent amendments show the Connector Road connecting the development to the northern development, initially known as Parcel C4 and now known as Washington Square. The developer of Washington Square constructed the portion of the Connector Road up to the shared property line with Buckwalter Place when installing its infrastructure. The portion of the Connector Road within Buckwalter Place, beginning at the intersection of Innovation Drive and Discovery Drive and ending at its intersection with the existing portion constructed by Washington Square, has yet to be constructed.

BPA obtained a Development Permit (DP-02-16-009495) from the Town on January 6, 2022, for the construction of the Connector Road, described in more detail in "**Exhibit C**", attached hereto and incorporated herein by reference.

b. *Connector Road Property and Existing Roads*. The general location of the Connector Road right-of-way is shown in the preliminary plan and "Wetland Earthwork Plans for Connector Road to Parcel 4" provided in "**Exhibit D**" and Discover Drive Connector Site Plan provided in Exhibit D-1, attached hereto and incorporated herein by reference.

BPA also owns a portion of two rights-of-way which intersect with the Connector Road known as Innovation Drive and Discovery Drive consisting of consisting of approximately 3 acres, more or less, and identified as Beaufort County Tax Map No. R610-029-000-1720-0000 (the "***Existing Roads***") as shown in Exhibit A.

c. *Beaufort County Impact Fees.* The County approved a Transportation Impact Fee Ordinance and its corresponding Support Study with Ordinance 2023/08 on March 13, 2023. Pursuant to Beaufort County Code Section 82-34 "Accounts and Expenditures", the Transportation Impact Fees may only be expended as follows:

i. Beaufort County Code Section 82-34(b)(1) states that "expenditure of development impact fees shall be made only for the category of system improvements, and within or for the benefit of the service area, for which the development impact fee was imposed as shown by the relevant capital improvements plan and as authorized in the State Development Impact Fee Act".

ii. Beaufort County Code Section 82-87 includes Table 82-87b: Road Facility Project South of the Broad River of the Impact Fee Ordinance, which identifies Buckwalter Parkway Access Management as a Capital Improvement Project. To identify transportation needs for this area, the County approved an updated Buckwalter Parkway Access Management Plan via Ordinance 2022/07 on February 28, 2022, and

Town Council subsequently adopted the Plan via Resolution on March 8, 2022. The Access Management Plan, Figure 3B (Exhibit A) identifies the Connector Road as a Cross Access Connection. Therefore, the Connector Road is a qualified and approved project for which Transportation Impact Fees may be expended.

IV. TERM AND SCHEDULE. The provisions of this Agreement shall come into full force and effect on the Effective Date and expire on July 1, 2027. The Parties agree that BPA shall complete the Project no later than the later of (i) July 1, 2026, (ii) 360 days after the BPA obtains all permits needed to construct the Connector Road. The Project shall be considered complete on the date which BPA obtains a certification of completion from the appropriate Town department(s) stating the work was completed and is in compliance with all State and local laws, regulations and requirements.

V. PROJECT WORK. The Parties acknowledge and agree that BPA shall be solely responsible for all work related to the Project including, but not limited to, surveys and approvals for subdivision of the Connector Road, engineering plans, obtaining permits and other necessary approvals, site preparation, construction of Connector Road, and all other services and actions associated with and necessary to complete the Project. SEDA shall be solely responsible for ensuring that the Connector Road is designed, engineered and constructed in compliance with all South Carolina Department of Transportation standards. The Parties agree that the Project will consist of construction of a right-of-way, sidewalk and supporting infrastructure but not utilities in a manner generally consistent with Exhibit D.

VI. PROJECT COST AND PAYMENT.

a. *Project Cost.* BPA has provided a breakdown of the costs associated with the Project, with a total cost of Six Hundred Fifty-Four Thousand Eight Hundred Forty-Nine and 72/100 ($654,849.72) Dollars; the details and breakdown of costs are fully shown in "**Exhibit E**", attached hereto and incorporated herein by reference; collectively hereinafter referred to as the "***Project Cost***". BPA shall be solely responsible for the initial costs associated with the Project and shall be reimbursed for a portion of the Project Cost as established in this Agreement. The Project Costs include interest payable to BPA in the amount of 8% per annum of the unreimbursed costs paid by BPA. This interest will begin to accrue on the date BPA advances reimbursable Project Costs and shall cease on the date the Project Costs are reimbursed. Also included in the cost are fees for management and oversight by Southeastern Real Estate Group, and Grand Oak Construction Company.

b. *Project Cost Reimbursement Amount.* The Parties acknowledge and agree to the Project Cost, and to those terms and conditions contained in this Agreement that may affect the amount associated with the Project Cost. The Parties agree to individually be solely responsible for a third (1/3) of the Project Cost each, in an amount not to exceed Two Hundred Eighteen Thousand Two Hundred Eighty-Three and 24/100 ($218,283.24) Dollars except for any additional costs that are incurred pursuant to the terms of this Agreement, specifically to include any Cost Overages as established in this Agreement.

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c. *Request for Payment.* Following completion of the Project, whereby completion has occurred once the final approvals have been provided to BPA by the applicable Town department, BPA shall provide separate written requests to the Town and to the County for payment of the Party's portion of the Project Costs. The required written request shall be made pursuant to Section X of this Agreement. The written request required in this Section shall include a complete breakdown of the total Project Cost.

d. *Project Cost Overages.* The Parties acknowledge and agree that the actual costs for completion of the Project may exceed the Project Cost due to unexpected cost inflation, unforeseen circumstances and environmental project delays, hereinafter "***Cost Overages***". The Parties agree to Cost Overages in an amount not to exceed twenty (20%) percent of the Project Cost shown in Exhibit F. If Cost Overages exceed twenty (20%) percent of the Project Cost, then BPA shall provide the Town and the County a written explanation of said Cost Overages prior to the expenses be incurred and shall obtain approval from the Town and County prior to incurring the expenses. Cost Overages under the 20% threshold or otherwise approved in accordance with the preceding sentence shall be referred to herein as "Approved Cost Overages". Failure by BPA to obtain said prior approval may result in the Town or the County not reimbursing BPA for the Cost Overages. Failure by the Town or the County to provide said response to BPA shall result in an automatic amendment to any cost dispute to the benefit of BPA. The Parties agree to each individually be solely responsible for a third (1/3) of any Cost Overages resulting from the terms and conditions in this section.

e. *Review of Project Cost.* Following a written request from BPA pursuant to Section IIII, the Town and County shall have five (5) business days to review the Project Cost and provide a written request to BPA for additional information or details associated with any or all of the Project Cost. Failure by the Town or the County to provide said response shall result in an automatic amendment to any cost dispute to the benefit of BPA. BPA must provide a written response to the aforementioned inquiry within five (5) business days, failure to provide said response shall result in an automatic amendment to any cost dispute to the benefit of the Town or County.

f. *Payment by Parties.* Pursuant to Section III(a) of this Agreement, BPA shall initially be responsible for the total cost of the Project. The Parties acknowledge and agree that BPA is not required to pay any other Party any amount of funds for the Project Cost.

The Town and County shall provide payment to BPA for its portion of the Project Cost within Forty-Five (45) calendar days from either: 1) the date of the written request required in Section VII; or 2) following completion of a review of the Project Cost established in Section VII; whichever date comes later.

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i. Form of Payment. The Parties acknowledge and agree that the Town and County shall remit payment to BPA in the form of a written check and mailed to the address provided for in Section X of this Agreement.

VII. CONVEYANCE OF RIGHT-OF-WAY. The Parties acknowledge and agree that in order to allow the use of Impact Fees for the construction of the Connector Road, the right-of-way must be a public road which requires its transfer to a public entity. As the Project may impact the Existing Roads which may utilize Impact Fees, the Existing Roads should also be public roads owned by a public entity. Therefore, BPA agrees to enter into a separate agreement, as approved by Resolution by Town Council, for the conveyance of the Connector Road and the Existing Roads to the Town upon the completion of the Project for a nominal consideration in the amount of Ten and 00/100 ($10.00) Dollars and exclusive of any development rights. Included with said dedication shall be the associated sidewalks and landscaping which the Town shall assume maintenance responsibility for. Additionally, BPA agrees the said conveyance shall be free and clear of any liens or encumbrances and shall include the execution of a limited warranty deed.

VIII. RECORDS AND REPORTS.

a. *Record Retention, Reports and Access*. The Parties shall maintain all records and reports connected with this Agreement and the Project for a period of at least four (4) years following the Effective Date. During the aforementioned retention period or at anytime during a term of this Agreement, the Town or County may request access to any and all records associated with this Agreement or the Project; and BPA shall provide requested records within ten (10) business days from the date of receipt of the written request.

b. *Accounting Report.* BPA acknowledges and understands that the funds associated with this Agreement are public monies and shall be used only for the purposes stated in this Agreement. BPA agrees to comply with any and all requests from the Town or the County regarding accounting reports including, but not limited to, breakdown of Project Cost, payments to vendors, payments to contractors or payments for licenses or permits. Failure to provide the requested documents may result in the Town or County denying payment of the reimbursement for the Project Cost.

IX. TERMINATION.

a. *Termination for Convenience.* Any Party may terminate this Agreement for convenience and without cause by providing a written notice to the other Parties at least thirty (30) calendar days prior to commencement of construction of the Connector Road. If construction is initiated and either the Town or the County desire to terminate this Agreement for convenience, then BPA shall be reimbursed by the terminating Party for any funds it has expended that were included in the Project Cost. If BPA terminates this Agreement for convenience and without cause, then neither the Town nor the County shall be responsible for any costs associated with the Project nor required to provide any payments to BPA for any Project Cost without any exception.

b. *Termination for Default.* A Party shall be considered in default of its obligations under this Agreement if such party should fail to observe, comply with, or perform any term, condition

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or covenant contained in this Agreement or any Exhibit hereto. Following receipt of a notice of default, the defaulting party shall have a period of ten (10) calendar days to cure said default. In the event of default and failure to cure said default, the non-defaulting party may terminate this Agreement immediately upon written notice to the other parties and pursue any remedies provided by law or under this Agreement.

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

The County:	**Beaufort County** Attn: Michael Moore, *Administrator* 100 Ribaut Road Beaufort, SC 29902 Phone: 843.255.2000 Email: Mmoore@bcgov.net	*The Town*:	**Town of Bluffton** Attn: Stephen Steese, *Town Manager* 20 Bridge Street Bluffton, SC 29910 Phone: 843-706-4500 Email: ssteese@townofbluffton.com
With Copy to:	**Beaufort County Attorney** Attn: Brian Hulbert 100 Ribaut Road Beaufort, SC 29902 Phone: 843.255.2055 Email: brian.hulbert@bcgov.net	*With Copy to:*	**Finger, Melnick, Brooks & LaBruce, P.A.** Attn: Terry L. Finger, Esq. P.O. Box 24005 Hilton Head Island, SC 29925 Phone: 843.681.7000 Emal: tfinger@fingerlaw.com

To BPA: **Buckwalter Place Association, Inc.**
c/o Southeastern:
2743 Perimeter Parkway, Building 100, Suite 370
Augusta, Georgia 30909
Ph. 706-854-6724
Email: sarah.davis@southeastern.company

XI. COMPLIANCE WITH LAWS. In execution of this Agreement, BPA certifies and agrees that it is and shall continue to conduct all activities, construction and business in compliance with all applicable federal, state, and local laws, regulations and ordinances and to obtain and maintain all appropriate permits and consents. The terms of this Section shall survive termination of this Agreement. BPA shall be solely responsible for ensuring that the Project is designed, engineered and constructed in compliance with all South Carolina Department of Transportation, South Carolina Laws, and local laws, regulations and standards. **Failure to comply with this Section and/or failure to construct the Connector Road in compliance with the applicable laws and regulations may result in partial or full denial of reimbursement by either the Town or the County, or both.**

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a. *Conflict of Interest.* BPA shall comply with all applicable conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. BPA warrants that as of the Effective Date it is not aware of any facts that create a conflict of interest. If BPA hereafter becomes aware of any facts that may reasonably be construed to create a conflict of interest, BPA shall immediately inform the Town and County, and disclose all relevant facts in writing. Failure to comply with this Section shall be deemed a breach of the Agreement and may result In the immediate termination of the agreement.

XII. INDEMNIFICATION. BPA shall, at its cost and expense, protect, defend, indemnify and hold harmless the Town and County, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorney's fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of BPA, its directors, officers, employees, or agents, relating in any way to BPA's performance under this Agreement.

XIII. ASSIGNMENT. The Parties understand and agree that BPA may neither assign nor transfer any rights or obligations under this Agreement without providing written notice to the Town and the County and obtaining written approval of the assignment from the Town and County, where the Parties agree that said approval shall not be unreasonably withheld.

XIV. NON-DISCRIMINATION. The Parties certifies that in the performance of this Agreement, no Party will discriminate any person, client, or subcontractor on account of race, color, sex, age, religion, handicap, or national origin. It is the policy of the Town and County to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, the Town and County gives notice to all vendors or businesses that the Town and County assures full compliance with Title VI and its related statues in all programs, activities, and contracts. It is the policy of the Town and County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts based on race, color, national origin, age, sex, disability, religion, or language. Pursuant to Title VI requirements, any entity that enters into a contract or agreement with the Town including, but not limited to vendors or businesses, may not discriminate based on race, color, national origin, age, sex, disability, religion, or language.

XV. MISCELLANEOUS.

a. *Relationship of the Parties*. Notwithstanding any provision hereof, for the purposes of this Agreement each Party is an independent party and nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or any other type of agency relationship. The Parties acknowledge, understand and agree that this Agreement does not create a fiduciary relationship between the Parties nor does it create any obligations unless contained in the terms 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

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

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

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

f. *Waiver.* No provision, condition or covenant of this Agreement shall be waived by either Party hereto except by a written instrument delivered to the other Party and signed by the Party consenting thereto. If the Town fails to enforce any provision of this Agreement, that failure does not waive the provision or Town's right to enforce it.

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

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

i. *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.

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

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

Signature Page to Follow

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IN WITNESS WHEREOF, the Parties hereto have affixed their signatures hereto on the Effective Date.

Town of Bluffton:
WITNESSES:

_____ _____
Stephen Steese
_____ *Town Manager*

Beaufort County:
WITNESSES:

_____ _____
Michael Moore
_____ *County Administrator*

Buckwalter Place Association, Inc.:
WITNESSES:

_____ _____
_____ _____

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Exhibit A
Plat Depicting Roads and Parcel G

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Exhibit B
Buckwalter Place Master Plan

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Exhibit C

Development Permit

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Exhibit D
Wetland Earthwork Plans for Connector Road to Parcel 4

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Exhibit D-1
Discover Drive Connector Site Plan

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Exhibit E

Budget

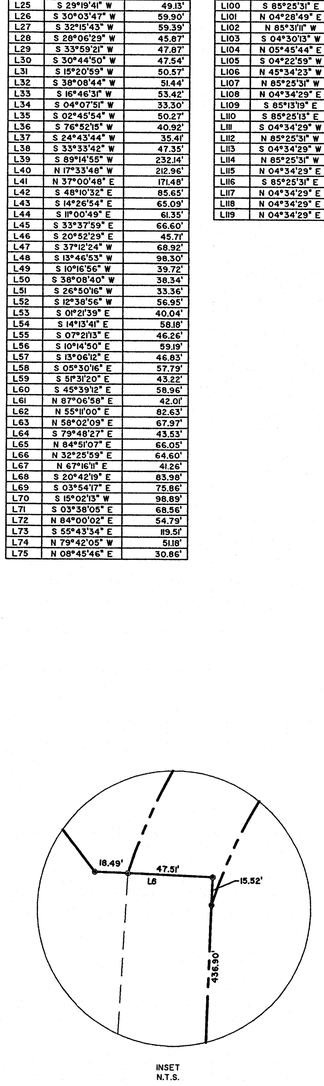
DESCRIPTION	TOTAL
Demo	**$12,675.00**
Earthwork	**$136,635.00**
Paving/ concrete	**$191,162.50**
Drainage System	**$36,500.00**
Water System	**$25,725.00**
SUB-TOTAL HARD COSTS PARCEL C4 ROAD	**$402,697.50**
Civil Engineer/Environmental	**$95,000.00**
Legal	**$5,000.00**
Construction Interest to BPA	**$32,215.80**
Development Fee to Southeastern Real Estate Group	**$20,134.88**
Construction Management Fee to GOCC	**$40,269.75**
SUB-TOTAL SOFT COSTS	**$192,620.43**
TOTAL HARD AND SOFT COSTS	**$595,317.93**
10% CONTINGENCY	**$59,531.79**
TOTAL PARCEL C4 ROAD	**$654,849.72**

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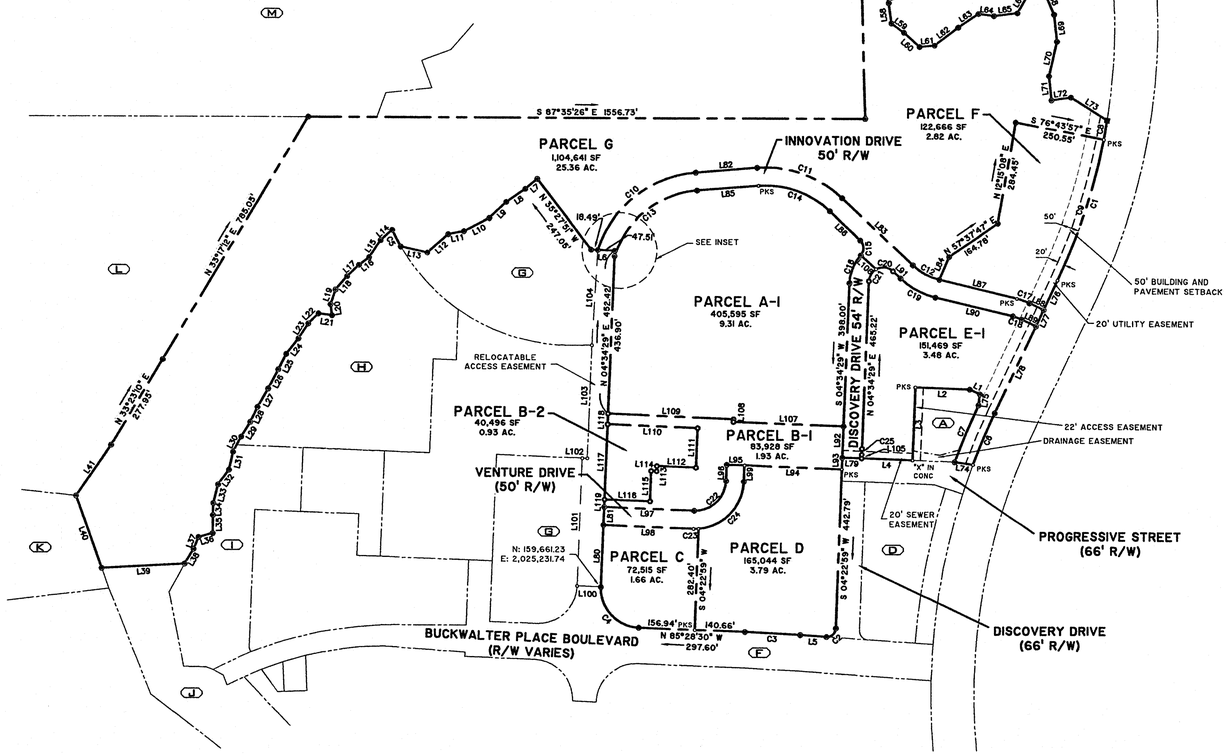
LINE TABLE		
LINE	BEARING	LENGTH
L1	N 62°57'15" W	30.80'
L2	N 85°33'25" W	151.78'
L3	S 04°26'41" W	202.47'
L4	S 85°33'11" E	142.47'
L5	N 33°43'08" W	73.05'
L6	N 85°09'27" W	66.00'
L7	S 52°18'24" W	43.11'
L8	S 57°56'26" W	64.80'
L9	S 48°23'01" W	64.52'
L10	S 65°30'04" W	80.12'
L11	S 81°29'48" W	44.28'
L12	S 51°01'30" W	77.27'
L13	N 75°11'10" W	76.12'
L14	S 59°01'06" W	42.81'
L15	S 35°58'23" W	57.87'
L16	S 55°20'17" W	35.76'
L17	S 48°30'00" W	45.13'
L18	S 43°50'58" W	49.18'
L19	S 20°31'53" W	42.61'
L20	S 05°32'55" E	31.07'
L21	N 80°09'30" W	38.12'
L22	S 48°24'17" W	39.65'
L23	S 35°39'12" W	49.52'
L24	S 40°33'04" W	55.08'
L25	S 29°19'41" W	49.13'
L26	S 30°03'47" W	59.90'
L27	S 32°15'43" W	59.39'
L28	S 28°06'29" W	45.87'
L29	S 33°59'21" W	47.87'
L30	S 30°44'50" W	47.54'
L31	S 15°20'59" W	50.57'
L32	S 38°08'44" W	51.44'
L33	S 16°46'31" W	53.42'
L34	S 04°07'51" W	33.30'
L35	S 02°45'54" W	50.27'
L36	S 76°52'15" W	40.92'
L37	S 24°43'44" W	35.41'
L38	S 33°33'42" W	47.35'
L39	S 89°14'55" W	232.14'
L40	N 17°33'48" W	212.96'
L41	N 37°00'48" E	171.48'
L42	S 48°10'32" E	85.65'
L43	S 14°26'54" E	65.09'
L44	S 11°00'49" E	61.35'
L45	S 33°57'59" E	66.60'
L46	S 20°52'29" E	45.77'
L47	S 37°12'24" W	68.92'
L48	S 13°46'53" W	98.30'
L49	S 10°16'56" W	39.72'
L50	S 38°08'40" W	38.34'
L51	S 26°50'16" W	33.36'
L52	S 12°38'56" W	56.95'
L53	S 01°21'39" E	40.04'
L54	S 14°13'41" E	58.18'
L55	S 07°20'13" E	46.26'
L56	S 10°14'50" E	59.19'
L57	S 13°06'12" E	46.83'
L58	S 05°30'16" E	57.79'
L59	S 5°31'20" E	43.22'
L60	S 45°39'12" E	56.96'
L61	N 87°06'58" E	42.01'
L62	N 55°11'00" E	82.63'
L63	N 58°02'09" E	67.97'
L64	S 79°48'27" E	43.53'
L65	N 84°51'07" E	66.05'
L66	N 32°25'59" E	64.60'
L67	N 67°16'11" E	41.26'
L68	S 20°42'19" E	83.98'
L69	S 03°54'17" E	75.86'
L70	S 15°02'13" W	98.89'
L71	S 03°38'05" E	68.56'
L72	N 84°00'02" E	54.79'
L73	S 55°43'34" E	89.51'
L74	N 79°42'05" W	51.18'
L75	N 08°45'46" E	30.86'

LINE TABLE		
LINE	BEARING	LENGTH
L76	S 27°40'01" W	89.58'
L77	S 27°40'01" W	50.00'
L78	S 27°40'01" W	268.19'
L79	S 85°33'11" E	53.94'
L80	N 04°34'29" E	171.96'
L81	N 04°34'29" E	50.00'
L82	S 87°53'44" W	172.51'
L83	N 44°35'47" W	271.23'
L84	N 25°07'44" E	68.68'
L85	S 87°53'44" W	172.51'
L86	N 44°35'47" W	116.54'
L87	N 74°25'48" W	222.10'
L88	N 62°24'30" W	44.23'
L89	N 62°24'30" W	44.17'
L90	N 74°25'48" W	222.10'
L91	N 44°35'47" W	28.84'
L92	S 04°29'33" W	86.36'
L93	S 04°29'33" W	32.89'
L94	S 85°25'31" E	272.38'
L95	S 85°25'31" E	50.00'
L96	N 04°34'29" E	45.92'
L97	S 85°25'31" E	251.85'
L98	N 85°25'31" W	251.85'
L99	N 04°34'29" E	45.92'
L100	S 85°25'31" E	66.00'
L101	N 04°28'49" E	355.37'
L102	N 85°31'11" W	13.95'
L103	S 04°30'13" W	314.50'
L104	N 05°45'44" E	264.27'
L105	S 04°22'59" W	10.07'
L106	N 45°34'23" W	57.55'
L107	N 85°25'31" W	308.21'
L108	N 04°34'29" E	7.09'
L109	S 85°13'19" E	351.86'
L110	S 85°25'13" E	251.80'
L111	S 04°34'29" W	109.84'
L112	N 85°25'31" W	109.50'
L113	S 04°34'29" W	14.22'
L114	N 85°25'31" W	15.00'
L115	N 04°34'29" E	84.94'
L116	S 85°25'31" E	127.30'
L117	N 04°34'29" E	209.01'
L118	N 04°34'29" E	29.54'
L119	N 04°34'29" E	20.96'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	1640.00'	466.96'	S 19°30'36" W	465.38'	16°18'50"
C2	25.00'	40.10'	S 50°19'56" W	35.94'	91°53'53"
C3	5055.00'	155.27'	N 84°35'56" W	155.26'	1°45'36"
C4	110.00'	172.72'	N 40°29'46" W	155.51'	89°57'49"
C5	550.00'	52.20'	N 25°15'48" W	52.18'	5°26'17"
C6	1835.00'	155.61'	S 25°14'15" W	155.57'	4°51'32"
C7	1885.00'	170.94'	S 25°04'08" W	170.88'	5°11'45"
C8	1640.00'	54.79'	N 12°18'37" E	54.79'	1°54'52"
C9	1640.00'	412.16'	N 20°28'02" E	411.08'	14°23'58"
C10	313.00'	368.30'	S 54°11'10" W	347.42'	67°25'07"
C11	313.00'	259.53'	N 68°21'02" W	252.16'	47°30'29"
C12	165.00'	85.91'	S 59°30'48" E	84.95'	29°50'01"
C13	263.00'	311.59'	S 53°57'16" W	293.69'	67°52'54"
C14	263.00'	218.07'	N 68°21'02" W	211.88'	47°30'29"
C15	30.00'	46.61'	N 00°05'05" W	42.06'	89°00'24"
C16	122.00'	84.86'	S 24°30'03" W	83.16'	39°51'08"
C17	175.00'	36.72'	N 68°25'09" W	36.65'	12°01'18"
C18	125.00'	26.23'	N 68°25'09" W	26.18'	12°01'18"
C19	215.00'	111.95'	N 59°30'48" W	110.69'	29°50'01"
C20	40.00'	51.18'	N 8°14'53" W	47.76'	73°18'12"
C21	40.00'	40.16'	S 33°20'15" W	38.49'	57°31'52"
C22	86.00'	135.09'	N 49°34'29" E	121.62'	90°00'00"
C23	136.00'	14.27'	S 88°25'52" E	14.26'	6°00'43"
C24	136.00'	199.36'	N 46°34'08" E	181.98'	83°59'17"
C25	4946.00'	16.53'	S 04°28'44" W	16.53'	0°11'30"



INSET
N.T.S.



ADJOINING PROPERTY
OWNER INFORMATION

(A) N/F
GEA STATESBORO, LLC
PIN R610-022-000-1097-0000
DB 3211, PG 1278
PB 135, PAGE 170

(D) N/F
EZAN, LLC
PIN R610-029-000-1719-0000
DB 3107, PG 249
PB 133, PAGE 151

(F) N/F
TOWN OF BLUFFTON
PIN R620-030-000-1777-0000
DB 2979, PG 320
PB 108, PAGE 62

(G) N/F
TOWN OF BLUFFTON
PIN R610-022-000-1099-0000
PB 136, PAGE 106

(H) N/F
TOWN OF BLUFFTON
PIN R610-030-000-1649-0000
DB 3286, PG 1428
PB 108, PAGE 62

(I) N/F
TOWN OF BLUFFTON
PIN R610-030-000-1850-0000
PB 120, PAGE 78

(J) N/F
PARCEL 6, LLC
PIN R610-029-000-0787-0000
DB 2979, PG 323
PB 109, PAGE 187

(K) N/F
PARKSIDE PROPERTY OWNERS
ASSOCIATION
PIN R614-029-000-0487-0000
DB 2682, PG 122
PB 103, PAGE 134

(L) N/F
PARKSIDE PROPERTY OWNERS
ASSOCIATION
PIN R614-029-000-1143-0000
DB 2682, PG 122
PB 112, PAGE 148-150

(M) N/F
40 ISLAND WEST DRIVE, LLC
PIN R600-021-000-0198-0000
DB 3077, PG 737
PB 39, PAGE 193

(N) N/F
ISLAND WEST ASSOCIATES
PIN R600-021-000-0070-0000
DB 1128, PG 192
PB 60, PAGE 165

(O) N/F
40 ISLAND WEST DRIVE, LLC
PIN R600-021-000-0198-0000
DB 3077, PG 737
PB 39, PAGE 193

(P) N/F
FIRST SOUTH BANK
PIN R614-022-000-0894-0000
DB 2928, PG 2008
PB 98, PAGE 89

GRID NORTH (NAD83)
SOUTH CAROLINA SPC

Town of Bluffton
JUN 18 2019
Planning & Growth Mgmt

TOWN OF BLUFFTON
APPROVED

LEGEND

- MEANDER POINT (NO MONUMENT)
- CONCRETE MONUMENT (FOUND)
- CONCRETE MONUMENT (SET)
- IRON PIPE (FOUND)
- IRON PIPE (SET)
- IRON REBAR (FOUND)
- IRON REBAR (SET)

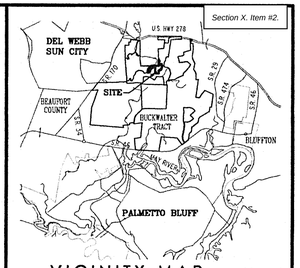
PKS PK NAIL SET

NOTES

1. TAX MAP NO. (PARENT TRACT): R610-022-000-0579-0000.
2. ACCORDING TO F.I.R.M. MAP NO. 450025, PANEL 0852, 0552 & 0800, REVISED SEPTEMBER 29, 1986, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN ZONE C, OUTSIDE THE 100 YEAR FLOOD HAZARD AREA.
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
4. THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
5. A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO. AT THE TIME OF THIS SURVEY.
6. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
7. DEED REFERENCE: DEED BOOK 2317, PAGE 822.
8. THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.
9. THIS PLAT REPLACES PLAT RECORDED IN PB 146, PAGE 97.

REFERENCES

1. A BOUNDARY PLAT OF PARCEL 6A, A PORTION OF BUCKWALTER COMMERCIAL, INC., PREPARED FOR BUCKWALTER COMMERCIAL, INC., BY THOMAS & HUTTON ENGINEERING CO., DATED JULY 1, 2005, RECORDED IN PLAT BOOK 109, PAGE 186, BEAUFORT COUNTY RECORDS.
2. A ALTA/ACSM LAND TITLE SURVEY OF 7.12 ACRES, A PORTION OF PARCEL 6A & PARCEL 6B, A SECTION OF BUCKWALTER PLACE, PREPARED FOR THE TOWN OF BLUFFTON, BY SC SURVEYING CONSULTANTS, DATED MARCH 13, 2013, RECORDED IN PLAT BOOK 136, PAGE 106, BEAUFORT COUNTY RECORDS.
3. A SUBDIVISION PLAT OF 23.04 ACRES, BUCKWALTER PARKWAY (BLUFFTON TECH PARK), PREPARED FOR THE TOWN OF BLUFFTON, BY WARD EDWARDS, INC., DATED MAY 30, 2007, RECORDED IN PLAT BOOK 120, PAGE 78, BEAUFORT COUNTY RECORDS.
4. A BOUNDARY SURVEY OF PARCEL B-1, BEING A 1.85 ACRE PORTION OF THE LANDS OF PARCEL 6, LLC, PREPARED FOR PARCEL 6, LLC, BY THOMAS & HUTTON ENGINEERING CO., DATED DECEMBER 12, 2011, RECORDED IN PLAT BOOK 133, PAGE 151, BEAUFORT COUNTY RECORDS.
5. A BOUNDARY SURVEY OF PARCEL B-2 & A 50' DRAINAGE RIGHT OF WAY, BEING A PORTION OF THE LANDS OF PARCEL 6, LLC, PREPARED FOR GEA STATESBORO, LLC, BY THOMAS & HUTTON ENGINEERING CO., DATED SEPTEMBER 12, 2012, RECORDED IN PLAT BOOK 135, PAGE 170, BEAUFORT COUNTY RECORDS.
6. SUBDIVISION OF THE LANDS OF PARCEL 6, LLC, PREPARED BY THOMAS & HUTTON, DATED 3-15-17, RECORDED IN PB 146, PAGE 97.



VICINITY MAP not to scale

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ACREAGE SCHEDULE

PARCEL A-1	9.31 AC.
PARCEL B-1	1.93 AC.
PARCEL B-2	0.93 AC.
PARCEL C	1.66 AC.
PARCEL D	3.79 AC.
PARCEL E-1	3.48 AC.
PARCEL F	2.82 AC.
PARCEL G	25.36 AC.
VENTURE DRIVE	0.54 AC.
DISCOVERY DRIVE	0.68 AC.
INNOVATION DRIVE	1.67 AC.
TOTAL	52.17 AC.

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO.
No. C00285
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
PROFESSIONAL ENGINEER
No. 26957
6/6/19
ROBERT K. MORGAN, III
REGISTERED LAND SURVEYOR

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

ROBERT K. MORGAN, III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 26957

SUBDIVISION OF

THE LANDS OF PARCEL 6, LLC

BLUFFTON TOWNSHIP
BEAUFORT COUNTY, SOUTH CAROLINA

prepared for

BC BUCKWALTER, LLC

BEAUFORT COUNTY SC - ROD
BK 152 Pg 32
FILE NUM 2019033291

06/25/2019 10:48:29 AM
REC'D BY MMOORE
RECORDING FEES $10.00

No.	Revision	By	Date
1	PARCELS A, B, E AND DISCOVERY DRIVE	LPO	6-4-19

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300

www.thomasandhutton.com

200 0 200 400
1 INCH = 200 FEET

plat	drawn	reviewed	field	crew
03-15-17	LPO	RKM	MARCH.2017	BL

job 25125.0004 SHEET 1 OF 1

AN EXHIBIT OF

BUCKWALTER PLACE

(BEING A PORTION OF THE BUCKWALTER TRACT)

THE TOWN OF BLUFFTON
SOUTH CAROLINA

PREPARED FOR:

PARCEL 6, LLC.

EXHIBIT A

DEVELOPMENT MASTER PLAN

PREPARED BY:

THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

LS3P ASSOCIATES, LTD.

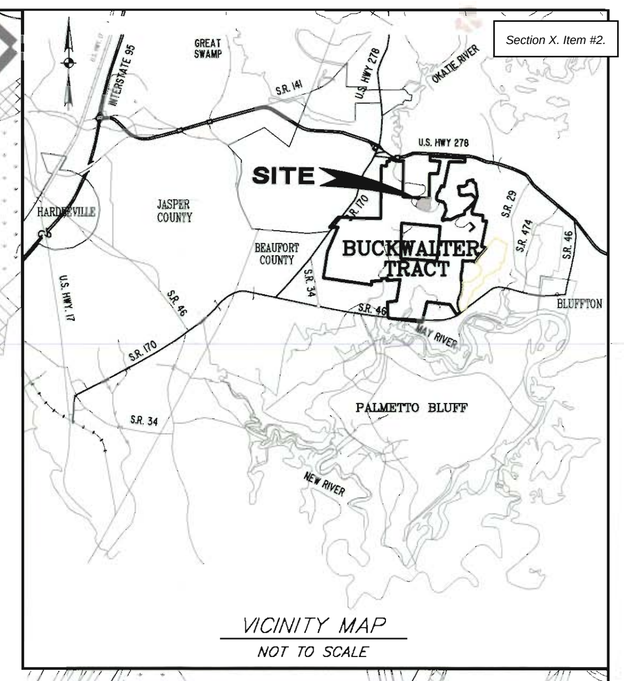
EDWARD PINCKNEY ASSOCIATES, LTD.

JOB # 18838 SCALE: 1" = 200' DATE: AUGUST 28, 2006
REVISED: OCTOBER 16, 2006
REVISED: JUNE 11, 2007

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.



VICINITY MAP
NOT TO SCALE

97

PARCEL
C4

96

ISLAND WEST

WETLANDS BUFFER (TYPICAL)

PUD BUFFER

TO ISLAND WEST

FRESHWATER WETLANDS (TYPICAL)

PROJECT BOUNDARY (TYPICAL)

TOWN OF BLUFFTON
BEAUFORT COUNTY
COMPLEX

BUCKWALTER PARKWAY

WOODBRIDGE

APPROXIMATE LOCATION OF RIGHT IN/RIGHT OUT ACCESS POINT

550'±

APPROXIMATE LOCATION OF FULL MEDIAN CUT ACCESS POINT

430'±

APPROXIMATE LOCATION OF RIGHT IN/RIGHT OUT ACCESS POINT

510'±

PROPOSED TRAFFIC SIGNAL

APPROXIMATE LOCATION OF EXISTING FULL MEDIAN CUT ACCESS POINT

TO HAMPTON PARKWAY

PROPOSED LEISURE TRAIL (TYPICAL)

REGENCY CENTER

PARCEL
C7

1,070'

PARCEL
7A

PARCEL
7B

BLUFFTON PARKWAY PHASE IV

1,500'±

200' SANTEE COOPER POWER EASEMENT

PARCEL
11

GRANDE OAKS PUD

NOTE: ROAD NAMES TO BE FINALIZED AT DEVELOPMENT PERMIT STAGE.

SITE DATA

IMPERVIOUS AREA= 47.96%	
BUILDINGS	16.12 AC
PAVING	14.25 AC
SIDEWALKS	6.42 AC
SWIMMING POOLS	0.04 AC
LAGOONS	2.88 AC
TOTAL	39.71 AC
PERVIOUS AREA = 52.04%	
GRASSED AREAS	11.85 AC
WETLAND BUFFER	5.44 AC
WETLANDS	25.80 AC
TOTAL	43.09 AC
OPEN SPACE = 30.65%	
GRASSED AREAS	11.85 AC
LAGOONS	2.88 AC
BUFFERS(perimeter,wetland)	10.65 AC
TOTAL	25.38 AC

TOTAL AREA

EXISTING UPLAND AREA	54.40 ACRES
PERMITTED WETLAND FILL	2.60 ACRES
TOTAL UPLAND AREA	57.00 ACRES
WETLAND BUFFERS	5.44 ACRES
NET UPLAND	51.56 ACRES
TOTAL UPLAND AREA	57.00 ACRES
WETLAND AREA	25.80 ACRES
TOTAL SITE	82.80 ACRES
PARKING SPACES PROVIDED	5,392 SPACES
TOTAL	86.33 ACRES

LEGEND

- GRASSED AREA
- PAVEMENT
- BUILDINGS
- LAGOONS
- WALKS
- AREA OF DEVELOPMENT BY OTHERS
- LEISURE TRAIL

TOWN OF BLUFFTON
APPROVED



PREPARED BY:

Witmer·Jones·Keefer Ltd.
landscape architecture land planning

DON RYAN
CENTER FOR INNOVATION

BUCKWALTER PLACE COMMERCE PARK

MASTER PLAN

BLUFFTON, SOUTH CAROLINA

APRIL 2019

NOTE: PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

TOWN OF BLUFFTON EST. 1825 SOUTH CAROLINA

TOWN OF BLUFFTON
FINAL PLAN APPROVAL

APPLICATION NO.: DP-02-16-009495
APPLICATION TYPE: Development Plan

ISSUE DATE: 01/06/2022
APPROVAL DATE: 07/13/2016
EXPIRATION DATE: 07/13/2018

PARCEL NO.: R610 029 000 0786 0000
PROPERTY ADDRESS: 27 DISCOVERY DR, BLUFFTON SC 29910
ZONING DISTRICT: Planned Unit Development

APPLICANT: Carolina Engineering Consultants, Inc.

OWNER: Phil Madhere
BC Buckwalter LLC

DESCRIPTION: This approval is granted for a Development Plan for a Kroger and mixed use development located on the approx. 39 acres in the Buckwalter Place development. The project scope includes a Kroge grocery store, retail, restaurants, 124 multi family units, fuel center and a park. This approval is based on Site Development Plans prepared by Thomas and Hutton engineers, dated 5/13/2016 and Landscape Plan prepared by Wittmer, Jones Keefer dated June 30, 2016.
STATUS: DEVELOPMENT PLAN AMENDMENTAPPROVED 2/14/2017 based on Thomas & Hutton Engineer date stamped plans last modified January 10, 2017. AND Wittmer, Jones, Keefer dated July 22, 2016.
05/19/2020: An application for a Development Plan Amendment for construction of the TCL Culinary Institu has been submitted for review. Comments will be reviewed at the May 27 meeting of the DRC.
STATUS UPDATE: Re-submittal to address parking for the project is required Awaiting re-submittal.
STATUS 08/13/2020: Re-submittal application materials received. Comments will be provided by 8/21/2020.
STATUS 08/27/2020: Re-submittal to address comments received. The Amendment is approved with the following CONDITIONS OF APPROVAL:
STATUS 12/20/21: The Connector Road to Parcel 4 was on the agenda for the 12-20-21 DRC meeting an was subsequently approved without comments.

A shared parking agreement, recorded with Beaufort County, to provide parking for the TCL Culinary Institute will be required prior to the issuance of the Certificate of Occupancy for the building.

12/21/2021

TOWN OF BLUFFTON APPROVAL SIGNATURE

DATE

The Applicant must schedule and host a Pre-Construction Meeting with Town Staff, the design engineer, the site general contractor, and any other necessary personnel involved in the horizontal construction. After the this meeting is conducted, the Applicant will be provided a Conditional Notice to Proceed authorizing the installation of tree protection fencing and erosion control devices. Upon installation of such fencing and devices, the Applicant must schedule Pre-Clearing and Stormwater Inspections of the completed work. Once approved by the Town, the Applicant will be provided a Notice to Proceed authorizing the commencement of horizontal construction as depicted in this Final Plan Approval.

Z:\2025\25125.0004\ENGINEERING\04 PANELS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS\25125.0004 - EE3848 - Tue, 16, 2021 - 7:59 AM

WETLAND EARTHWORK PLANS

FOR

CONNECTOR ROAD TO PARCEL 4

BLUFFTON, SOUTH CAROLINA

PREPARED FOR:

BC BUCKWALTER, LLC

2473 PERIMETER PARKWAY BUILDING 100, SUITE 370, AUGUSTA, GA 30909

TM# R610-022-000-1101-0000

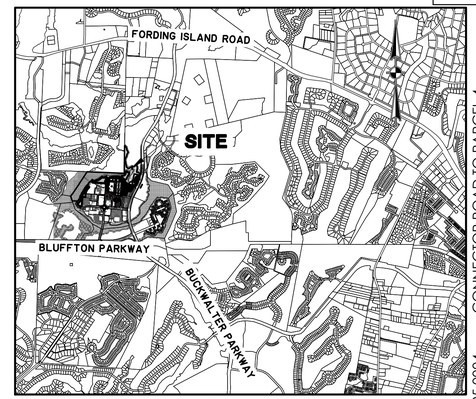
NOVEMBER 18, 2021

J-25125.0004

PREPARED BY:

THOMAS & HUTTON

WETLAND EARTHWORK
CONNECTOR ROAD TO PARCEL 4
VERTICAL DATUM: NAVD 88



VICINITY MAP
SCALE: 1" = 3000'

J-25125.0004
11/18/2021
CONNECTOR ROAD TO PARCEL 4

PERMIT SET - FOR REVIEW PURPOSES ONLY

Sheet List Table	
Sheet Number	Sheet Title
CO	COVER SHEET
G1.1	GENERAL NOTES AND SHEET INDEX
G2.1	EXISTING CONDITIONS PLAN
C1.1	LAYOUT PLAN
C2.1	GRADING & DRAINAGE PLAN
C3.2	GRADING & DRAINAGE DETAILS
EC1.1	ES & PC NOTES
EC1.2	ES & PC NOTES
EC2.1	ES & PC PLAN - INITIAL PHASE
EC3.1	ES & PC PLAN - INTERMEDIATE PHASE
EC4.1	ES & PC PLAN - STABILIZATION PHASE
EC5.1	ES & PC DETAILS

REVISION HISTORY

REV. NO.	REVISION	BY	DATE

SUBMITTAL HISTORY

SUBMITTED TO	DATE
TOWN OF BLUFFTON	11/18/2021

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 25353 NATHAN B. LONG

SOUTH CAROLINA THOMAS & HUTTON ENGINEERING CO No. C00285 CERTIFICATE OF AUTHORIZATION

PERMIT SET - FOR REVIEW PURPOSES ONLY

811 Know what's below. Call before you dig.

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Savannah, GA 31405
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Z:\2025\2525.0004\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS\2525.0004 - DESIGN - Tue, 04 Nov 2025 - 7:59 AM

ABBREVIATIONS

HDPE	HIGH DENSITY POLYETHYLENE		FR	FRAME		RCP	REINFORCED CONCRETE PIPE
BOT	BOTTOM		GB	GRADE BREAK		RJP	RESTRAINED JOINT PIPE
BFS	BEGIN FULL SUPER		GI	GRATE INLET		R/W	RIGHT-OF-WAY
BNC	BEGIN NORMAL CROWN		GV	GATE VALVE		RC	REVERSE CROWN
BNS	BEGIN NORMAL SHOULDER		INV	INVERT ELEVATION		SD	STORM DRAINAGE
BV	BUTTERFLY VALVE		JB	JUNCTION BOX		SDMH	STORM DRAINAGE MANHOLE
CI	CURB INLET		LF	LINEAR FEET		SF	SQUARE FEET
CV	CHECK VALVE		LC	LEVEL CROWN		SS	SANITARY SEWER
CPP	CORRUGATED PLASTIC PIPE		LSM	LOW SHOULDER MATCH		TC	TOP OF CONCRETE
DIP	DUCTILE IRON PIPE		MAX	MAXIMUM		TG	TOP OF GRAVEL
EL	ELEVATION		MIN	MINIMUM		TP	TOP OF PAVEMENT
EFS	END FULL SUPER		MH	MANHOLE		SW	TOP OF SIDEWALK
ENC	END NORMAL CROWN		OC	ON CENTER		TYP	TYPICAL
ENS	END NORMAL SHOULDER		PC	POINT OF CURVE		W	WATER
EOA	END OF ALIGNMENT		PH	POST HYDRANT		W/	WITH
FG	FINISH GRADE		PT	POINT OF TANGENT		WV	WATER VALVE
FH	FIRE HYDRANT		PVC	POLYVINYL CHLORIDE		YI	YARD INLET
FM	FORCE MAIN (SANITARY SEWER)		PV	PLUG VALVE			

WATER LEGEND

DESCRIPTION	EXISTING	PROPOSED
WATER MAIN	10"W	10"W
SINGLE SERVICE LATERAL		
DOUBLE SERVICE LATERAL		
VALVE AND BOX		
FIRE HYDRANT W/VALVE & BOX		
POST HYDRANT		
REDUCER		
BACKFLOW PREVENTOR		
CROSS		
TEE		
90° BEND - HORIZONTAL		
45° BEND - HORIZONTAL		
22-½° BEND - HORIZONTAL		
11-¼° BEND - HORIZONTAL		
BEND - VERTICAL		
CAP		

SEWER LEGEND

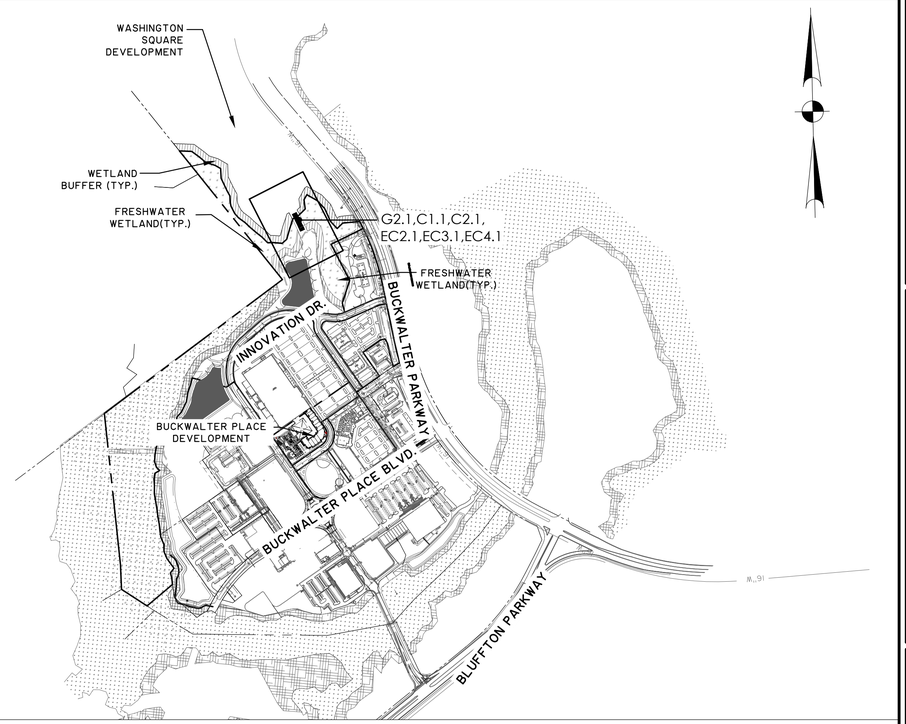
DESCRIPTION	EXISTING	PROPOSED
GRAVITY PIPE	SS	
SINGLE SERVICE LATERAL		
DOUBLE SERVICE LATERAL		
MANHOLE		
CLEANOUT		
FORCEMAIN	10"FM	10"FM
VALVE AND BOX		
FLUSH HYDRANT		
REDUCER		
BACKFLOW PREVENTOR		
CROSS		
TEE		
90° BEND - HORIZONTAL		
45° BEND - HORIZONTAL		
22-½° BEND - HORIZONTAL		
11-¼° BEND - HORIZONTAL		
BEND - VERTICAL		
PLUG		

HATCH LEGEND

SUITABLE ROAD FILL	
WETLAND	
PRESERVED WETLAND BUFFER	

DRAINAGE LEGEND

DESCRIPTION	EXISTING	PROPOSED
PIPE		
DITCH		
CURB INLET		
GRATE INLET		
JUNCTION BOX		
OUTLET STRUCTURE		



INDEX

GENERAL NOTES

1. BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY THOMAS AND HUTTON. ALL TOPOGRAPHIC INFORMATION IS BASED ON AVAILABLE LIDAR DATA USING NAVD88 VERTICAL DATUM. COORDINATES ARE BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM OF NAD 1983. VERIFY CHANGES IN ELEVATIONS IN ROADBEDS AND OTHER AREAS RESULTING FROM CONTRACTOR CLEARING AND STRIPPING.
2. SEE SURVEY CONTROL PLAN FOR BENCHMARKS. HORIZONTAL AND VERTICAL CONTROL SHOWN IN THESE PLANS ARE TO BE USED FOR ALL LAYOUT AND RECORD DATA FOR THIS PROJECT. IF DISCREPANCIES ARE FOUND CONTACT THOMAS AND HUTTON BEFORE PROCEEDING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH SUPPLEMENTAL CONTROL WITHIN THE PROJECT AS NEEDED. CONTRACTOR IS TO VERIFY ACCURACY OF ANY TEMPORARY BENCHMARKS SHOWN PRIOR TO UTILIZING THEM FOR CONSTRUCTION.
3. THE EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION, CONTRACTOR SHALL COORDINATE ALL WORK WITH THE OWNER AND UTILITY COMPANIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WITH ANY DISCREPANCIES AND TAKE STEPS TO PROTECT THE LINE(S) AND ENSURE CONTINUED SERVICE. DAMAGE CAUSED TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST. ADDITIONALLY, THE CONTRACTOR SHALL CONFIRM THE CONNECTION POINTS OF NEW UTILITIES TO EXISTING UTILITIES PRIOR TO BEGINNING NEW CONSTRUCTION.
4. CONTRACTOR SHALL VERIFY EXISTING UTILITY ELEVATIONS AND INVERTS BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY WITH DISCREPANCIES AND AWAIT WRITTEN RESPONSE FROM ENGINEER PRIOR TO PROCEEDING WITH INSTALLATION. EXISTING FRAMES, WITHIN DISTURBED LIMITS, SHALL BE ADJUSTED TO PROPOSED GRADES.
5. SHOULD PIPE, FITTINGS, AND OTHER MATERIALS BE NEEDED IN ADDITION TO THAT SHOWN ON THE DRAWINGS BECAUSE PIPELINE WAS NOT INSTALLED TO THE ALIGNMENT AND PROFILE SHOWN, THEN THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THOSE NECESSARY MATERIALS AND PROVIDING THE EQUIPMENT AND LABOR TO INSTALL THEM TO MEET THE DESIGN INTENT OF THE WATER MAIN AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER 48 HOURS IN ADVANCE OF ALL REQUIRED TESTS AND OBSERVATIONS.
7. ALL WATER USED FOR CONSTRUCTION SHALL BE METERED THROUGH AN ACCEPTABLE BACK FLOW PREVENTION DEVICE AND FIRE HYDRANT METER.
8. REFER TO EROSION CONTROL SHEETS FOR NOTES REGARDING EROSION AND SEDIMENTATION CONTROL.
9. ALL SIGNAGE AND STRIPING SHALL BE COMPLETED PER SCDOT STANDARDS.
10. ALL TRAFFIC CONTROL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL ON "UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AND "SOUTH CAROLINA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BOTH CURRENT EDITIONS.
11. ALL MATERIALS AND ACCESSORIES SHALL, UNLESS OTHERWISE DIRECTED, BE UNLOADED AND STORED WHERE THEY WILL BE PROTECTED AND WILL NOT BE HAZARDOUS TO TRAFFIC. THEY SHALL, AT ALL TIMES, BE HANDLED WITH CARE TO AVOID DAMAGE. THE INTERIOR OF ALL PIPES, FITTINGS, AND OTHER ACCESSORIES SHALL BE KEPT FREE FROM DIRT AND FOREIGN MATTER AT ALL TIMES. CLEAN THE INTERIOR OF ALL PIPES BY BRUSHING, SWABBING OR WASHING OUT BEFORE LAYING.
12. CONTRACTOR SHALL FLUSH ALL INLETS AND PIPE AT THE COMPLETION OF CONSTRUCTION TO REMOVE SILT AND DEBRIS. THE CLEANING AND FLUSHING OF INLETS AND PIPE (EXISTING AND PROPOSED) SHALL BE CONSIDERED PART OF THE COST FOR PIPE ON THE PROJECT. ALL DRAINAGE SYSTEMS TO WHICH PIPES ARE TO BE CONNECTED SHALL BE FLUSHED.
13. BACK FILL NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE PROVIDED BY THE CONTRACTOR FROM ONSITE EXCAVATION SHOWN ON PLANS, OR SOURCES DEVELOPED BY THE CONTRACTOR AND CONFORMING TO THE CONTRACT SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR EXCAVATION, HAULING AND PLACING THE FILL AS SHOWN ON THE PLANS. GEOTECHNICAL CONSULTANT SHALL DETERMINE IF FILL MATERIALS ARE SUITABLE FOR FILL AREAS.
14. ALL ITEMS WHICH MUST BE REMOVED BY THE CONTRACTOR DURING CONSTRUCTION, INCLUDING EARTHWORK MATERIAL, AND WHICH ARE NOT SHOWN TO BE PAID FOR OTHERWISE, ARE TO BE REMOVED WITHOUT ADDITIONAL PAYMENT.
15. CONTRACTOR SHALL PROTECT OR RESET ALL EXISTING MARKERS AND PROPERTY CORNERS PRIOR TO FINAL PAYMENT. ALL REQUIRED MARKERS SHALL BE INSTALLED BY REGISTERED SURVEYOR IN THE STATE OF SOUTH CAROLINA.
16. CONTRACTOR TO REMOVE ALL EROSION AND SEDIMENTATION CONTROL DEVICES PRIOR TO FINAL PAYMENT. COSTS FOR REMOVAL OF THESE DEVICES SHALL BE INCLUDED IN THE CORRESPONDING LINE ITEM COST ON THE BID FORM.
17. ALL DAMAGE CAUSED BY CONSTRUCTION IS TO BE REPLACED AT THE CONTRACTOR'S EXPENSE.
18. IT IS THE OBLIGATION OF THE CONTRACTOR TO MAKE THEIR OWN INTERPRETATION OF ALL SURFACE AND SUBSURFACE DATA AVAILABLE AS TO THE NATURE AND EXTENT OF THE MATERIALS TO BE EXCAVATED, WASTED, GRADED AND COMPACTED. THE INFORMATION SHOWN ON THESE PLANS IN NO WAY GUARANTEES THE AMOUNT OR NATURE OF THE MATERIALS TO BE ENCOUNTERED.
19. THE CONTRACTOR SHALL NOT BEGIN CONSTRUCTION UNTIL THE PROPER PERMITS HAVE BEEN OBTAINED.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PHASING OF CONSTRUCTION AND THE COORDINATION, SEQUENCING AND SUPERVISION OF CONSTRUCTION ACTIVITIES. ANY AND ALL COSTS ASSOCIATED WITH PROJECT PHASING WILL BE BORNE IN FULL BY THE CONTRACTOR. NO SEPARATE PAYMENT WILL BE MADE FOR ITEMS, MATERIALS OR PERSONNEL NOT SPECIFICALLY LISTED ON THE BID FORM.
21. CONTRACTOR SHALL COORDINATE WITH AN OWNER DESIGNATED GEOTECHNICAL CONSULTANT TO ENSURE FILL PLACED IS SUITABLE FOR ROADWAY CONSTRUCTION AND IS PLACED IN LIFTS AS DEEMED APPROPRIATE BY THE GEOTECHNICAL ENGINEER.
22. EACH EXISTING ROAD WILL BE CLEANED UP AND RESTORED DAILY. COORDINATE WITH OWNER IF ROADWAY ACCESS CANNOT BE MAINTAINED PRIOR TO PROCEEDING WITH BLOCKAGE.
23. FRESHWATER WETLANDS EXIST IN THE PROJECT SITE. CONTRACTOR IS RESPONSIBLE FOR ADHERING TO ALL WETLAND AND WETLAND LINE BUFFERS THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL OBTAIN A COPY OF WETLAND ARMY CORPS PERMIT #2001-IG-122 AND COMPLY WITH ALL REQUIREMENTS LISTED WITHIN WHEN PERFORMING WORK.
24. CONTRACTOR SHALL GRADE AREAS TO DRAIN FOR POSITIVE FLOW PRIOR TO FINAL ACCEPTANCE.
25. THE TOWN OF BLUFFTON STORMWATER DIVISION SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO ANY DEWATERING ACTIVITIES.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL PERMITS AND LICENSES, AS REQUIRED BY BEAUFORT COUNTY AND/OR THE TOWN OF BLUFFTON ORDINANCES.
27. CONTRACTOR SHALL NOTIFY OWNER 45 DAYS IN ADVANCE, PRIOR TO BLOCKAGE OF EXISTING ROADWAY, TO ALLOW AMPLE TIME FOR ANY NOTIFICATIONS TO OTHERS.

GENERAL INFORMATION

PREPARED FOR:

BC BUCKWALTER, LLC

2473 PERIMETER PARKWAY, BUILDING 100

AUGUSTA, GA 30909

UTILITIES:

WATER AND SEWER
BEAUFORT JASPER WATER AND SEWER AUTHORITY
6 SNAKE ROAD
OKATIE, SC 29909
843-987-9250

ELECTRIC
PALMETTO ELECTRIC COOPERATIVE, INC.
ONE COOPERATIVE WAY
HARDEEVILLE, SC 29927
843-208-5512

TELEPHONE AND CABLE
HARGRAY COMMUNICATIONS
5 BUCK ISLAND ROAD
BLUFFTON, SC 29910
843-815-1676

COUNTY: BEAUFORT COUNTY

MUNICIPALITY: TOWN OF BLUFFTON

ZONING: BUCKWALTER PUD

SURVEYOR:
THOMAS & HUTTON
50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405
(912) 234-5300

ENGINEER:
THOMAS & HUTTON
50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405
(912) 234-5300

SOUTH CAROLINA — THOMAS & HUTTON ENGINEERING CO. — No. C00285 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — NATHAN B. LONG — No. 29353 — LICENSED PROFESSIONAL ENGINEER

PERMIT SET - FOR REVIEW PURPOSES ONLY

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

GENERAL NOTES AND SHEET INDEX

JOB NO:	J-2525.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	AS SHOWN

G1.1

PERMIT SET - FOR REVIEW PURPOSES ONLY

Z:\25125\25125-0004\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS\25125-0004 - EC - PLOT.DWG - Nov 19, 2021 - 7:59 AM

EXISTING SEDIMENT POND
(BUCKWALTER PLACE)
TOP: 19.00
BOT: 8.00
NGVD29 DATUM

BUCKWALTER PLACE ASSOCIATION, INC.
R610-022-000-1101-0000

WETLAND BUFFER
(TYP.)

PROPERTY LINE
(TYP.)

SPEYSIDE PARTNERS LLC
R614-022-000-1132-0000

EXISTING WETLAND

WETLAND BUFFER
(TYP.)

N: 161,236.20
E: 2,026,366.35

SPEYSIDE PARTNERS LLC
R614-022-000-0894-0000

N: 161,233.60
E: 2,026,377.04

EXISTING ROADWAY
END

N: 161,231.00
E: 2,026,387.72

WETLAND BUFFER
(TYP.)

EXISTING WETLAND

EXISTING WETLAND

WETLAND BUFFER
(TYP.)

BC BUCKWALTER LLC
R610-022-000-1116-0000

PROPERTY LINE
(TYP.)

SPEYSIDE PARTNERS LLC
R614-022-000-1138-0000

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO.
No. C00285
CERTIFICATE OF AUTHORIZATION
NOT VALID WITHOUT SEAL

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
NATHAN B. LONG
No. 25353
LICENSED PROFESSIONAL ENGINEER

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

EXISTING CONDITIONS PLAN

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 20'

G2.1

PERMIT SET - FOR REVIEW PURPOSES ONLY

Z:\25\25125.0004\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK G4 PLANS\25125.0004 - SURVEY.DWG - Nov 19, 2020 - 7:10 AM

Point	Northing	Easting	Elevation	Description
1	161404.569	2026439.105	21.80	PK NAIL SET
2	161903.588	2026427.760	N/A	PK NAIL SET

LEGEND

- △ HORIZONTAL CONTROL POINT
- ◎ COMBINED-HORIZONTAL AND VERTICAL CONTROL

GRID NORTH, NAD83 (2011)
SOUTH CAROLINA SPC

NOTES

1. HORIZONTAL AND VERTICAL CONTROL SHOWN ON THIS SHEET SHOULD BE USED FOR ALL LAYOUT AND RECORD DATA FOR THIS PROJECT. IF DISCREPANCIES ARE FOUND, PLEASE CONTACT THOMAS & HUTTON PRIOR TO PROCEEDING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH SUPPLEMENTAL CONTROL WITHIN THE PROJECT AS NEEDED.
2. ELEVATIONS FOR THIS PROJECT ARE BASED ON NAVD88.
3. COORDINATES FOR THIS PROJECT ARE BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD83. DUE TO NORMAL VARIATIONS INHERENT TO ESTABLISHING COORDINATE POSITIONS, INDIVIDUAL GPS UNITS SHOULD BE LOCALIZED (OR CALIBRATED) TO THIS SITE.

LUDLOW STREET

BLEDSOE STREET

BUCKWALTER PARKWAY

GRAPHIC SCALE

650 0 325 650 1300 2600

(IN FEET)
1 inch = 650 ft.

SOUTH CAROLINA — THOMAS & HUTTON ENGINEERING CO. — No. COA2685 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — No. 25355 — NATHAN B. LONG

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

SURVEY CONTROL PLAN

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 50'

V1.1

Z:\25125\25125-0004\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS\25125-0004 - G - PLAN - Nov 18, 2021 - 7:01 AM

NOTE:
ROAD FILL TO BE SELECTED AND VERIFIED BY GEOTECHNICAL ENGINEER
PRIOR TO CONSTRUCTION. ROAD FILL SHALL BE SUITABLE FOR FUTURE ROADWAY USAGE.

EXISTING SEDIMENT POND
(BUCKWALTER PLACE)
TOP: 19.00
BOT: 8.00
NGVD29 DATUM

TO BUCKWALTER PLACE
DEVELOPMENT

FUTURE ROAD BED
(TYP.) - SUITABLE ROADWAY
FILL TO BE USED FOR ALL FILL

N: 161,110.91
E: 2,026,330.70

FUTURE CONNECTOR
ROAD CENTERLINE

N: 161,106.58
E: 2,026,346.10

N: 161,102.26
E: 2,026,361.51

N: 161,237.28
E: 2,026,361.47

CONNECT TO WASHINGTON SQUARE
EXISTING ROADWAY
N: 161,233.60
E: 2,026,377.04

N: 161,229.92
E: 2,026,392.61

16'

24'

16'

131'

TO WASHINGTON SQUARE
DEVELOPMENT

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

PERMIT SET - FOR REVIEW PURPOSES ONLY

NO.	REVISIONS	BY	DATE

SOUTH CAROLINA
THOMAS
& HUTTON
ENGINEERING CO
No. C00285
CERTIFICATE OF AUTHORIZATION
NOT VALID WITHOUT ORIGINAL SEAL

SOUTH CAROLINA PROFESSIONAL ENGINEER
NATHAN B. LONG
No. 25353
LICENSED PROFESSIONAL ENGINEER

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

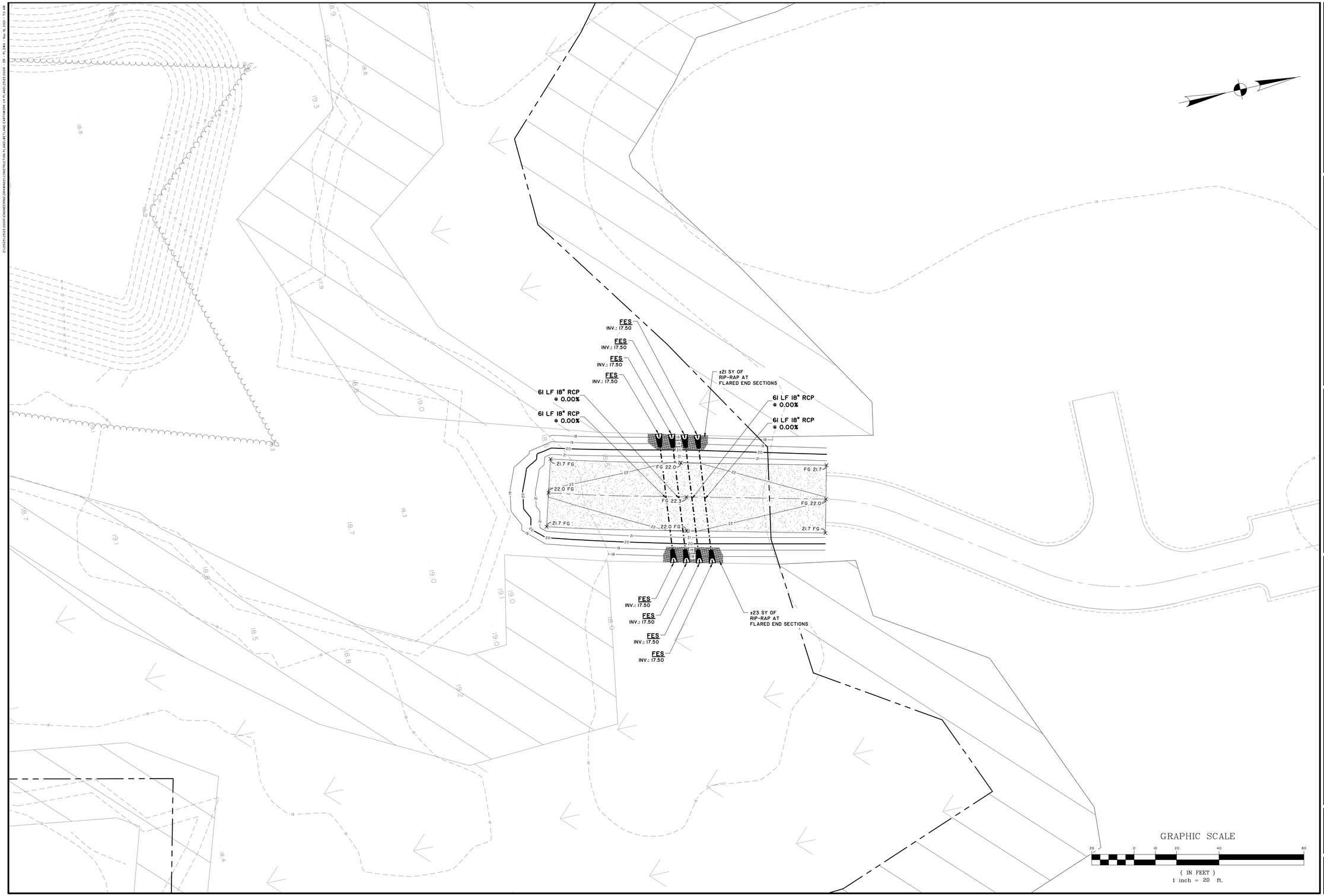
LAYOUT PLAN

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 20'

C1.1

PERMIT SET - FOR REVIEW PURPOSES ONLY

Z:\J-25\25.0004 BUCKWALTER\DRAWINGS\CONSTRUCTION PLANS\ARTLAND EARTHWORK C4 PLANS\25125.0004 - GR - PLAN - Nov 19, 2021 - 7:19 AM



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

STATE OF SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO
No. C00285
CERTIFICATE OF AUTHORIZATION
NOT VALID WITHOUT ORIGINAL SEAL

STATE OF SOUTH CAROLINA
PROFESSIONAL ENGINEER
No. 25353
NATHAN B. LONG
LICENSED

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

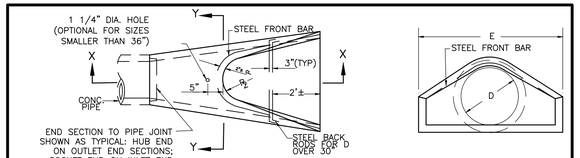
GRADING & DRAINAGE PLAN

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 20'

C2.1

PERMIT SET - FOR REVIEW PURPOSES ONLY

Z:\2025\J-25025.0004\LDD\ME\DWG\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS\25025004 - DR - PL - DETAILS.DWG - Nov 19, 2025 - 7:9 AM



DIMENSIONS AND REINFORCING FOR CONCRETE FLARED END SECTIONS (± 1" TOLERANCE)

PIPE DIA.	FRONT BAR	BACK RODS	SLOPE	A	B	C	L	E	P	R	R
12"	1-#3x5'-4"	NOT REQ'D.	2.2:1	4"	2'-0"	4'-1"	6'-1"	2'-0"	1'-8"	10"	9"
15"	1-#3x6'-0"	NOT REQ'D.	2.2:1	6"	2'-3"	5'-10"	6'-1"	2'-6"	2'-0"	1'-0"	11"
18"	1-#3x7'-2"	NOT REQ'D.	2.2:1	9"	2'-3"	5'-10"	6'-1"	3'-0"	2'-6"	1'-4"	1'-0"
24"	1-#3x9'-10"	NOT REQ'D.	2.4:1	10"	3'-8"	2'-6"	6'-2"	4'-0"	2'-9"	1'-5"	1'-2"
30"	1-#4x11'-8"	NOT REQ'D.	2.4:1	12"	4'-6"	1'-8"	6'-2"	5'-0"	3'-1"	1'-6"	1'-3"
36"	1-#4x13'-10"	2-#4x6'-3"	2.4:1	15"	5'-3"	2'-11"	8'-2"	6'-0"	4'-0"	2'-0"	1'-8"
42"	1-#4x13'-10"	2-#4x7'-4"	2.4:1	21"	5'-3"	2'-11"	8'-2"	6'-6"	4'-6"	2'-4"	1'-10"

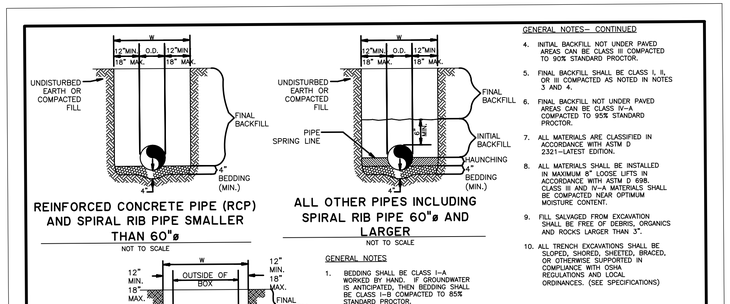
NOTE:
SPECIFIED REINFORCING IS MINIMAL AND MAY BE INCREASED AT PRODUCERS OPTION TO AID CASTING & HANDLING. ALTERNATE REINFORCEMENT PERMITTED IF ACCEPTABLE TO ENGINEER.

REINFORCING CAGE:
1. WIRE FABRIC HAVING SAME STEEL AREA AS INNER CAGE FOR CL. III PIPE, AASHTO M-170, BUT PLACED IN CENTER OF WALL.
2. ALTERNATE #3 BARS SPACED 12"± LONGITUDINALLY WITH #2 BARS TRANSVERSELY AT 6" O.C. MAX. SPACING, SPOT WELDED OR TIED TO FORM CAGE.

NOTE:
CONTRACTOR WILL INFORM PRODUCER IF CONCRETE FLARED END SECTION IS FOR INLET OR FOR OUTLET END. SOCKET (TONGUE OR SPIGOT) END IS REQUIRED FOR INLETS. HUB (GROOVE OR BELL) END IS REQUIRED FOR OUTLETS. SOCKET TO SOCKET OR HUB TO HUB JOINT WILL NOT BE ACCEPTED UNLESS A REINFORCED CONCRETE COLLAR IS BUILT AROUND THE JOINT WITH NO PAYMENT BEING MADE FOR THE COLLAR. FLARED END SECTIONS SHALL BE JOINTED TO PIPE WITH ALL SPACE IN THE JOINT FILLED WITH PREFORMED PLASTIC GASKET (SEC.848). WALL THICKNESS (T) IS SHOWN AS NOMINAL AND MAY BE INCREASED AT PRODUCERS OPTION FOR DESIRED JOINT DESIGN OR TO ALLOW A FLAT OUTSIDE BOTTOM ON THE FLARE, WITH INSIDE DIMENSIONS OF FLARE RETAINED AS SHOWN.
T = PIPE WALL THICKNESS (0.0833D+1") ± TYPICAL).

D110
OCT. 2008
THOMAS & HUTTON ENGINEERING CO.

CONCRETE FLARED END SECTION
NOT TO SCALE



REINFORCED CONCRETE PIPE (RCP) AND SPIRAL RIB PIPE SMALLER THAN 60"ø
NOT TO SCALE

ALL OTHER PIPES INCLUDING SPIRAL RIB PIPE 60"ø AND LARGER
NOT TO SCALE

GENERAL NOTES

1. BEDDING SHALL BE CLASS I-A WORKED BY HAND. IF GROUNDWATER IS ANTICIPATED, THEN BEDDING SHALL BE CLASS I-B COMPACTED TO 85% STANDARD PROCTOR.
2. HAUNCHING SHALL BE WORKED AROUND THE PIPE BY HAND TO ELIMINATE VOIDS AND SHALL BE CLASS I-A OR CLASS I-B OR CLASS II COMPACTED TO 85% PROCTOR.
3. INITIAL BACKFILL SHALL BE CLASS I-A WORKED BY HAND, OR CLASS I-B OR CLASS II COMPACTED TO 85% STANDARD PROCTOR.

GENERAL NOTES– CONTINUED

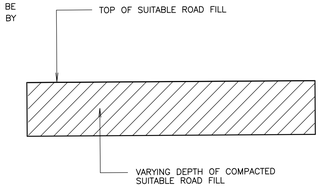
4. INITIAL BACKFILL NOT UNDER PAVED AREAS CAN BE CLASS III COMPACTED TO 90% STANDARD PROCTOR.
5. FINAL BACKFILL SHALL BE CLASS I, II, OR III COMPACTED AS NOTED IN NOTES 3 AND 4.
6. FINAL BACKFILL NOT UNDER PAVED AREAS CAN BE CLASS IV-A COMPACTED TO 95% STANDARD PROCTOR.
7. ALL MATERIALS ARE CLASSIFIED IN ACCORDANCE WITH ASTM D 2321-LATEST EDITION.
8. ALL MATERIALS SHALL BE INSTALLED IN MAXIMUM 8" LOOSE LIFTS IN ACCORDANCE WITH ASTM D 698. CLASS III AND IV-A MATERIALS SHALL BE COMPACTED NEAR OPTIMUM MOISTURE CONTENT.
9. FILL SALVAGED FROM EXCAVATION SHALL BE FREE OF DEBRIS, ORGANICS AND ROCKS LARGER THAN 3".
10. ALL TRENCH EXCAVATIONS SHALL BE SLOPED, SHORED, SHEETED, BRACED, OR OTHERWISE SUPPORTED IN COMPLIANCE WITH OSHA REGULATIONS AND LOCAL ORDINANCES. (SEE SPECIFICATIONS)

D127
OCT. 2008
THOMAS & HUTTON ENGINEERING CO.

CONCRETE BOX CULVERT
NOT TO SCALE

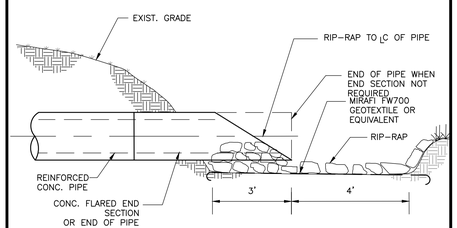
STORM SEWER TRENCH AND BEDDING
NOT TO SCALE

NOTE:
SUITABLE ROAD FILL TO BE SELECTED AND VERIFIED BY GEOTECHINAL ENGINEER

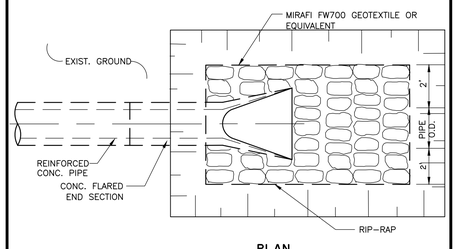


SUITABLE ROAD MATERIAL FILL SECTION
NOT TO SCALE

P12
OCT. 2008
THOMAS & HUTTON ENGINEERING CO.



SECTION



PLAN

DRAINAGE OUTFALL DETAIL
NOT TO SCALE

E5
OCT. 2008
THOMAS & HUTTON ENGINEERING CO.

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

GRADING & DRAINAGE DETAILS

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	NTS

C3.2

Z:\25\25.0004\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS.25525.0004 - ES & PC NOTES.DWG - Nov 19, 2021 - 7:02 AM

I. SITE DESCRIPTION

A. PROJECT DESCRIPTION

A.1.	PROJECT AREA	0.25 ACRES
A.2.	AREA DISTURBED	0.25 ACRES
A.3.	PERCENT IMPERVIOUS AREA BEFORE CONSTRUCTION	100%
A.4.	RUNOFF COEFFICIENT BEFORE CONSTRUCTION	70 CN
A.5.	PERCENT IMPERVIOUS AREA AFTER CONSTRUCTION	100 %
A.6.	RUNOFF COEFFICIENT AFTER CONSTRUCTION	70 CN

B. DESCRIPTION OF CONSTRUCTION ACTIVITY

WORK CONSISTS OF CLEARING, GRADING, EXCAVATION, DRAINAGE IMPROVEMENTS, GRASSING, AND ROADS.

C. RUNOFF DATA

C.1.	SOIL CLASSIFICATIONS:	SYMBOL / NAME C/D / BLADEN COMMERCIAL
C.2.	LAND USE(S):	

D. RECEIVING WATERS

E. CLOSEST RECEIVING WATERS: OKATIE RIVER

F. ULTIMATE RECEIVING WATERS: COLLETON RIVER

G. FLOOD

G.1.	FEMA FLOOD ZONE(S):	ZONE C
G.2.	FEMA FLOOD INSURANCE MAP(S):	4500250085D

II. CONTROL MEASURES

1. EROSION AND SEDIMENT CONTROLS

PRIOR TO START OF CONSTRUCTION, ALL EXTERIOR SILT FENCE WILL BE INSTALLED AS SHOWN ON THE PLANS.

1.1. CLEARING

1.1.1. AS CLEARING IS COMPLETED, ADDITIONAL SILT FENCE WILL BE INSTALLED WHERE NECESSARY, SUCH AS POINTS WHERE FLOWS BECOME CHANNELIZED, AND OTHER POINTS WHERE EXCESSIVE RUNOFF VELOCITIES MAY OCCUR.

1.1.2. INSTALL CONSTRUCTION ENTRANCES / EXITS BEFORE BEGINNING CLEARING

1.1.3. CONSTRUCTION DELAYS IN ANY ONE AREA GREATER THAN 14 DAYS PRIOR TO START OF ROUGH GRADING WILL MANDATE STABILIZATION PROCEDURES. ACCEPTABLE METHODS OF STABILIZATION INCLUDE MULCHING AND TEMPORARY SEEDING.

1.1.4. MAINTAIN EXISTING VEGETATION WHENEVER POSSIBLE AND MINIMIZE THE AREA OF DISTURBANCE. RETAIN AND PROTECT TREES TO ENHANCE FUTURE LANDSCAPING EFFORTS AND REDUCE RAINDROP IMPACT.

1.1.5. INSTALL ALL SEDIMENT CONTROL PRACTICES PRIOR TO ANY UP-SLOPE SOIL DISTURBING ACTIVITIES.

1.1.6. PHASE CONSTRUCTION ACTIVITIES TO MINIMIZE THE AREAS DISTURBED AT ONE TIME. THIS WILL ALSO ALLOW COMPLETED AREAS TO BE STABILIZED AND RE-VEGETATED BEFORE DISTURBING ADJACENT SITES. THE NEED FOR TEMPORARY EROSION CONTROL MEASURES MAY BE AVOIDED BY COMPLETING A PHASE AND INSTALLING PERMANENT EROSION CONTROL MEASURES WHEN THE FINAL GRADE IS ATTAINED.

1.1.7. MAINTAIN AND PROTECT ALL NATURAL WATERWAYS. RETAIN AT LEAST A 35-FOOT UNDISTURBED BUFFER OF NATURAL VEGETATION ALONG ALL WATERWAYS TO FILTER OUT SEDIMENT AND OTHER POLLUTANTS. MAINTAIN A 45-FOOT UNDISTURBED BUFFER AROUND SENSITIVE WATERS.

1.1.8. INSTALL SILT FENCE (OR BIO ROLLS/ROCK SOCK PRODUCTS) ON THE DOWN-SLOPE PERIMETER OF ALL DISTURBED AREAS PRIOR TO ANY SOIL DISTURBING ACTIVITIES (INCLUDING CLEARING AND GRUBBING). SILT FENCE CAN TREAT A MAXIMUM OF 100 SQUARE FEET PER LINEAL FOOT OF FENCE. INSTALL SILT FENCE IN SHORTER REACHES ON THE CONTOUR WITH EACH END TURNED UP-SLOPE . SWALES AND SHORELAND AREAS SHOULD ALSO BE PROTECTED WITH SILT FENCE, BIO ROLLS, OR ROCK SOCKS.

1.1.9. IN AREAS OF CONCENTRATED FLOW INSTALL STRAW BALE CHECKS, ROCK CHECK DAMS, TRIANGULAR DIKES, BIO ROLL BLANKETS, OR ROCK SOCKS TO SLOW RUNOFF AND TRAP SEDIMENT.

1.1.10. USE TEMPORARY SLOPE DRAINS OR ROCK CHUTES TO MOVE WATER DOWN STEEP SLOPES.

1.1.11. CONSTRUCT SEDIMENT BASINS FOR DRAINAGE AREAS GREATER THAN 10 ACRES

1.2. ROUGH GRADING

1.2.1. ALL EXISTING CONTROLS WILL BE MAINTAINED DURING ROUGH GRADING, DELAYS OF GREATER THAN 14 DAYS PRIOR TO START OF NEXT ACTIVITY WILL MANDATE STABILIZATION PROCEDURES. ACCEPTABLE METHODS OF STABILIZATION INCLUDE MULCHING AND TEMPORARY SEEDING.

1.2.2. ALL AREAS NOT SUBJECT TO FURTHER CONSTRUCTION (DRAINAGE, SANITARY SEWER, ROADS, WATER DISTRIBUTION SYSTEMS, OR STORM WATER FACILITIES) SHALL BE GRASSED WITH A PERMANENT COVER.

1.2.3. COVER ANY STOCK PILED TOPSOIL WITH PLASTIC (OR OTHER IMPERVIOUS COVERING) OR USE A TEMPORARY SEED MIX. USE STOCKPILED TOPSOIL AS EARTHEN BERMS TO SERVE AS TEMPORARY SEDIMENT BASINS.

1.3. DRAINAGE

1.3.1. ALL EXISTING CONTROLS WILL BE MAINTAINED DURING DRAINAGE INSTALLATION.

1.3.2. CONSTRUCTION DRAINAGE WILL BE ROUTED THROUGH LAKES, WHICH WILL ACT AS SEDIMENT BASINS OR OTHER ACCEPTABLE SEDIMENT BASINS/TRAPS.

1.3.3. STORM DRAIN INLET PROTECTION AS SHOWN ON DETAIL SHEET SHALL BE INSTALLED ON ALL CURB INLETS, STORM DRAIN MANHOLES, JUNCTION BOXES, AND GRATE INLETS.

1.3.4. DELAYS OF GREATER THAN 14 DAYS PRIOR TO START OF THE NEXT CONSTRUCTION SEQUENCE WILL MANDATE STABILIZATION PROCEDURES. ACCEPTABLE METHODS OF STABILIZATION INCLUDE MULCHING AND TEMPORARY SEEDING.

1.3.5. ALL STORM LINES NOT IN STREETS OR OTHER PAVED AREAS ARE TO BE MULCHED AND SEEDED WITHIN 5 DAYS AFTER BACKFILL.

1.4. WASTE DISTRIBUTION SYSTEM INSTALLATION

1.4.1. ALL EXISTING CONTROLS WILL BE MAINTAINED DURING INSTALLATION OF THE WATER DISTRIBUTION SYSTEM.

1.4.2. DELAYS OF GREATER THAN 14 DAYS PRIOR TO START OF NEXT ACTIVITY WILL MANDATE STABILIZATION PROCEDURES. ACCEPTABLE METHODS OF STABILIZATION INCLUDE MULCHING AND TEMPORARY SEEDING.

1.5. WASTEWATER COLLECTION SYSTEM INSTALLATION

1.5.1. ALL EXISTING CONTROLS WILL BE MAINTAINED DURING INSTALLATION OF THE WASTEWATER SYSTEM.

1.5.2. DELAYS OF GREATER THAN 14 DAYS PRIOR TO START OF NEXT ACTIVITY WILL MANDATE STABILIZATION PROCEDURES. ACCEPTABLE METHODS OF STABILIZATION INCLUDE MULCHING AND TEMPORARY SEEDING.

1.6. CONSTRUCTION OF ROADS

1.6.1. ALL EXISTING CONTROLS WILL BE MAINTAINED DURING ROAD CONSTRUCTION.

1.6.2. DELAYS OF GREATER THAN 14 DAYS PRIOR TO START OF NEXT ACTIVITY WILL MANDATE STABILIZATION PROCEDURES. ACCEPTABLE METHODS OF STABILIZATION INCLUDE MULCHING AND TEMPORARY SEEDING.

1.7. GRASSING

1.7.1. ALL EXISTING CONTROLS WILL BE MAINTAINED UNTIL GRASSING IS ESTABLISHED

1.7.2. ANY AREAS THAT ERODE OR WHERE GRASS DOES NOT ESTABLISH ITSELF SHALL BE RE-GRADED AND RE-GRASSED.

2. STORM WATER MANAGEMENT

RUNOFF FROM THIS PROJECT WILL DISCHARGE INTO A STORM WATER MANAGEMENT SYSTEM. TREATMENT WILL OCCUR IN STORM WATER DETENTION PONDS.

3. OTHER CONTROLS

3.1. WASTE DISPOSAL

3.1.1. NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED TO ANY RECEIVING WATERS.

3.1.2. OFFSITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST SHALL BE MINIMIZED.

3.1.3. THIS PLAN SHALL COMPLY WITH STATE AND/OR LOCAL WASTE DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEM REGULATIONS.

3.1.4. DUST CONTROL ON DISTURBED AREAS - CONTROLLING SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITE AND HAUL ROUTES. THE PURPOSE OF THE MEASURE IS TO REDUCE THE PRESENCE OF AIRBORNE SUBSTANCES, WHICH MAY BE HARMFUL OR INJURIOUS TO HUMAN HEALTH, WELFARE OR SAFETY, OR TO ANIMALS OR PLANT LIFE.

III. MAINTENANCE

1. MAINTENANCE PROGRAM

1.1. THE SITE SUPERINTENDENT, OR HIS/HER REPRESENTATIVE, SHALL MAKE VISUAL INSPECTIONS OF ALL MECHANICAL CONTROLS AND NEWLY STABILIZED AREAS (I.E. SEEDED AND MULCHED AND/OR SODDED AREAS) ON A DAILY BASIS; ESPECIALLY AFTER HEAVY RAINFALL EVENT TO INSURE THAT ALL CONTROLS ARE MAINTAINED AND PROPERLY FUNCTIONING. ANY DAMAGED CONTROLS SHALL BE REPAIRED PRIOR TO THE END OF THE WORK DAY INCLUDING RE-SEEDING AND MULCHING OR RE-SODDING IF NECESSARY.

1.2. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE. ALL DRAINAGE SWALES, POCKETS, DEPRESSION, LOW LINES, AND OUTLET DITCHES SHALL DRAIN EFFECTIVELY AT ALL TIMES. SETTLEMENT OR WASHING THAT MAY OCCUR SHALL BE REPAIRED BY THE CONTRACTOR. SEDIMENT WILL BE REMOVED FROM BEHIND THE SEDIMENT FENCE WHEN IT REACHES 1/3 THE HEIGHT OF THE FENCE. THE SEDIMENT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN AN EFFECTIVE BARRIER. MAINTAIN THE CONSTRUCTION EXIT IN A CONDITION TO PREVENT MUD OR SEDIMENT FROM LEAVING THE SITE. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE. IMMEDIATELY REMOVE ALL OBJECTIONABLE MATERIALS SPILLED, WASHED, OR TACKED ONTO PUBLIC ROADWAYS. RESEED AND MULCH AREA WHERE SEEDING EMERGENCE IS POOR, OR WHERE EROSION OCCURS. PROTECT FROM TRAFFIC AS MUCH AS POSSIBLE. INSPECT ALL MULCHES PERIODICALLY, AND AFTER RAINSTORMS TO CHECK FOR EROSION, DISLOCATION OR FAILURE. IF WASHOUT OCCURS, REPAIR THE SLOPE GRADE, RESEED AND REINSTALL MULCH. FOLLOW THE CONSTRUCTION SEQUENCE THROUGHOUT THE PROJECT DEVELOPMENT. WHEN CHANGES IN CONSTRUCTION ACTIVITIES ARE NEEDED, AMEND THE SEQUENCE SCHEDULE IN ADVANCE TO MAINTAIN MANAGEMENT CONTROL. IF MAJOR CHANGES ARE NECESSARY, SEND A COPY OF THE MODIFIED SCHEDULE TO THE ENGINEER, SEDIMENT AND EROSION CONTROL MEASURES WILL REMAIN IN PLACE AND BE MAINTAINED UNTIL THE DISTURBED AREAS ARE STABILIZED.

2. SILT FENCE

SILT FENCES WILL BE MONITORED DURING CONSTRUCTION. ANY SILT FENCE WHICH IS NOT FUNCTIONING PROPERLY WILL BE PROMPTLY REPAIRED. CLEAN OUT THE SILT FENCE WHEN IT REACHES 1/3 THE HEIGHT OF THE FENCE OR REPLACE WITH FUNCTIONAL SILT FENCE WITHIN 24 HOURS. USE OF HOSES AND WATER TO FLUSH THE SEDIMENT INTO THE STORM INLETS IS UNACCEPTABLE.

3. SEDIMENTATION BASINS

SEDIMENTATION BASINS WHICH ARE AT 50% USED CAPACITY OR APPROACHING SUCH CAPACITY SHALL BE RE-EXCAVATED TO ORIGINAL DIMENSIONS AND THE SILT PROPERLY DISPOSED OF.

4. SEDIMENT LOGS/ROLLS

SEDIMENT LOGS/ROLLS OR OTHER CONTROL MEASURES WHICH BEGIN TO DISINTEGRATE OR FUNCTION INEFFECTIVELY SHALL BE PROMPTLY REPLACED.

5. VEGETATION COVER

ANY VEGETATION COVER SERVING TO STABILIZE DISTURBED SOILS WHICH IS ITSELF DISTURBED SHALL IMMEDIATELY BE REPLACED.

6. CONSTRUCTION ENTRANCE

MAINTAIN ROCK CONSTRUCTION ENTRANCE AND CLEAN ADJACENT ROADS OF ANY MUD TRACKED ONTO THEM.

IV. INSPECTIONS

1. QUALIFIED PERSONNEL WILL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE, AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION THAT HAVE NOT BEEN FINALLY STABILIZED, STRUCTURAL CONTROL MEASURES, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS. WHERE SITES HAVE BEEN FINALLY STABILIZED SUCH INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH DURING THE WARRANTY PERIOD.

2. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.

3. A WRITTEN REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, WEATHER INFORMATION FOR THE PERIOD SINCE THE LAST INSPECTION (OR SINCE COMMENCEMENT OF CONSTRUCTION ACTIVITY) INCLUDING A BEST ESTIMATE OF THE BEGINNING OF EACH STORM EVENT, DURATION OF EACH STORM EVENT, APPROXIMATE AMOUNT OF RAINFALL FOR EACH STORM EVENT (IN INCHES) AND WHETHER ANY DISCHARGES OCCURRED, LOCATION(S) OF DISCHARGES OF SEDIMENT OR OTHER POLLUTANTS FROM THE SITE, LOCATION(S) OF BMP'S THAT NEED MAINTENANCE, LOCATION(S) OF BMP'S THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION, LOCATION(S) WHERE ADDITIONAL BMP'S ARE NEEDED THAT DID NOT EXIST AT THE TIME OF INSPECTION AND ANY CORRECTIVE ACTION REQUIRED INCLUDING ANY CHANGES TO SWPPP NECESSARY AND IMPLEMENTATION DATES.

4. THE REPORT SHALL BE MAINTAINED AT LEAST THREE YEARS FROM THE DATE THE SITE IS FINALLY STABILIZED. THE REPORT MUST BE SIGNED AND SHALL CONTAIN A CERTIFICATION THAT THE FACILITY IS IN COMPLIANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN AND THE NPDES PERMIT REFERENCED ABOVE. THE CONTRACTOR SHALL MAINTAIN THIS REPORT. THE REPORT SHALL BE SUBMITTED TO THE ENGINEER AND OWNER.

V. LONG TERM MAINTENANCE OF DRAINAGE AND STORM WATER MANAGEMENT SYSTEM

THE ROADS AND DRAINAGE SYSTEM WILL BE OWNED AND MAINTAINED BY BC BUCKWALTER LLC, AFTER CONSTRUCTION IS COMPLETE.

VI. SC DHEC STANDARD NOTES

1. IF NECESSARY, SLOPES WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO GRASSING / HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.

2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW:

2.1. WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.

2.2. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.

3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF SITE INSPECTIONS IDENTIFY BMP'S THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL OR AS REASONABLY POSSIBLE BEFORE THE NEXT STORM EVENT WHENEVER PRACTICAL.

4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL

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EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED INTO ANY WATERS OF THE STATE.

5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.

6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT AS MAY BE REQUIRED.

7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 AND SCR100000.

8. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.

9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN NOT BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS

10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

11. A COPY OF THE SWPPP, INSPECTION RECORDS AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.

12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.

13. MINIMIZE SOIL COMPACTION IN AREAS NOT UNDER PAVEMENTS AND /OR STRUCTURES AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.

14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUAL OR BETTER TREATMENT PRIOR TO DISCHARGE.

15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASIN, FILTER BAG, ETC.).

16. THE FOLLOWING DISCHARGES ARE PROHIBITED:

16.1. WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;

16.2. WASTEWATER FROM WASHOUT AND CLEANOUT OF OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;

16.3. FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND

16.4. SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.

17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.

18. IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF PERMIT SCR100000 AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.

19. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE, THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

VII. EROSION, SEDIMENTATION & POLLUTION CONTROL NOTES

1. THE IMPLEMENTATION OF THESE EROSION SEDIMENT CONTROL (ESC) PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION/LANDSCAPING IS ESTABLISHED.

2. THE ESC FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, OR VIOLATE APPLICABLE WATER STANDARDS.

3. THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DO NOT LEAVE THE SITE.

4. THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.

5. THE ESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN THE 24 HOURS FOLLOWING A MAJOR STORM EVENT.

6. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING AND PRIOR TO FINAL INSPECTION. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT LADEN WATER INTO THE DOWNSTREAM SYSTEM.

7. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.

8. BEFORE COMMENCING ANY LAND DISTURBING ACTIVITY, THE EXISTING STORM WATER INLET(S) THAT RECEIVING RUNOFF FROM THE PROPOSED WORK AREA SHALL BE PROTECTED. THE TEMPORARY INLET PROTECTION MUST REMAIN IN PLACE UNTIL THE CONSTRUCTION ACTIVITY IS COMPLETED, THE STREET HAS BEEN SWEPT AND ANY EXPOSED SOILS ARE STABILIZED. THE CONTRACTOR IS ALSO RESPONSIBLE FOR REMOVING ANY TEMPORARY INLET PROTECTION INSTALLED; AFTER ALL DISTURBED AREAS ARE STABILIZED. TEMPORARY PROTECTION OF THE INLETS MAY BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING:

8.1. USE OF GRAVEL BAGS TO FILTER THE SEDIMENT FROM ANY RUNOFF. TO MAKE A GRAVEL BAG, USE A BAG MADE OF GEOTEXTILE FABRIC (NOT BURLAP) AND FILL WITH EITHER 3/4 INCH ROCK OR 1/4 INCH PEA GRAVEL.

8.2. USE OF SEDIMENT LOGS TO FILTER THE SEDIMENT FROM ANY RUNOFF (AVAILABLE THROUGH LOCAL EROSION CONTROL SUPPLIERS).

8.3. USE OF ABOVE OR UNDER-GRATE FILTER BAGS OR DEVICES TO FILTER THE SEDIMENT FROM ANY RUNOFF (AVAILABLE THROUGH EROSION CONTROL SUPPLIERS).

9. WATER MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION, SEDIMENTATION, OR FLOODING ON THE SITE, ON DOWNSTREAM PROPERTIES, IN THE RECEIVING CHANNELS, OR IN ANY STORM WATER INLET. WHEN SITE DEWATERING, WATER PUMPED FROM THE SITE, INCLUDING TRENCHES, SHALL BE TREATED BY ONE OF THE FOLLOWING:

9.1. TEMPORARY SEDIMENTATION BASINS

9.2. SEDIMENT FILTERING BAGS

10. THE CONTRACTOR SHALL VERIFY THE SIZE AND LOCATION OF ALL EXISTING UTILITIES. EXISTING UTILITIES ARE ALL UTILITIES THAT EXIST ON THE PROJECT IN AN ORIGINAL, RELOCATED OR NEWLY INSTALLED POSITION. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE COST OF REPAIRS TO DAMAGED UNDERGROUND OR OVERHEAD FACILITIES, EVEN IF THE UTILITY IS NOT SHOWN ON THE SITE DEVELOPMENT PLANS. THE CONTRACTOR SHALL CONTACT THE LOCAL UTILITIES PROTECTION CENTER TO COORDINATE THE MARKING OF EXISTING UTILITY LINES A MINIMUM OF 96 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

11. THE CONTRACTOR SHALL FLUSH ALL INLETS AND PIPE AT THE COMPLETION OF CONSTRUCTION TO REMOVE SILT AND DEBRIS. THE CLEANING AND FLUSHING OF INLETS AND PIPE (EXISTING AND PROPOSED) SHALL BE CONSIDERED PART OF THE COST FOR THE PROJECT.

12. EGRESS FROM THE SITE SHALL BE CONTROLLED SUCH THAT VEHICLES LEAVING THE SITE MUST TRAVERSE CONSTRUCTION EXITS TO REMOVE MUD FROM TIRES.

13. SCHEDULE CONSTRUCTION ACTIVITIES TO MINIMIZE THE EXPOSED AREA AND DURATION OF EXPOSURE. IN SCHEDULING, TAKE INTO ACCOUNT THE SEASON AND THE WEATHER FORECAST.

14. EROSION CONTROL MEASURES ARE THE MINIMUM REQUIRED. THE CONTRACTOR SHALL PROVIDE ADDITIONAL CONTROL MEASURES AS DICTATED BY ACTUAL FIELD CONDITIONS AT THE TIME OF CONSTRUCTION IN ORDER TO PREVENT EROSION AND CONTROL SEDIMENT. EROSION AND SEDIMENT CONTROL MEASURES WILL REMAIN IN PLACE AND BE MAINTAINED UNTIL THE ENTIRE PROJECT IS TERMINATED OR SUSPENDED FOR AND INDEFINITE LENGTH OF TIME, ALL DISTURBED AREAS SHALL BE PLANTED WITH PERMANENT VEGETATION.

15. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, IS BASED UPON FIELD INVESTIGATIONS AND IS BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME IS SHOWN AS INFORMATION ONLY, IS NOT GUARANTEED AND DOES NOT BIND THOMAS & HUTTON, OR THE OWNER IN ANY WAY.

16. CONTRACTOR SHALL MAINTAIN SITE ON A DAILY BASIS TO PROVIDE FOR POSITIVE DRAINAGE. CONTRACTOR, AT HIS COST, SHALL GRADE SITE AND PROVIDE NECESSARY TEMPORARY DRAINAGE SWALES TO INSURE STORM WATER DOES NOT POND ON SITE.

17. SITE DRAINAGE SHALL BE ESTABLISHED TO PREVENT ANY PONDED WATER CONDITIONS WITHIN THE CONSTRUCTION AREA AND TO FACILITATE STORM WATER DISCHARGE.

18. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.

19. LIME RATES AND ANALYSIS:

19.1. AGRICULTURAL LIME SHALL BE APPLIED AT THE RATE SHOWN IN THE SEEDING SECTION UNLESS SOIL TESTS INDICATE OTHERWISE. GRADED AREAS REQUIRE LIME APPLICATION. IF LIME IS APPLIED WITHIN SIX MONTHS OF P

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TEMPORARY SEEDING - COASTAL

SPECIES	LBS/AC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
SANDY, DROUGHTY SITES													
BROWNTOP MILLET	40												
RYE, GRAIN	56												
RYEGRASS	50												
WELL DRAINED, CLAYEY/LOAMEY SITES													
BROWNTOP MILLET	40												
JAPANESE MILLET	40												
RYE, GRAIN	56												
OATS	75												
RYEGRASS	50												

PERMANENT SEEDING - COASTAL

SPECIES	LBS/AC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
SANDY, DROUGHTY SITES													
BROWNTOP MILLET	10												
BAHIAGRASS	40												
BROWNTOP MILLET	10												
BAHIAGRASS	30												
SERICEA LESPEDEZA	40												
BROWNTOP MILLET	10												
ATLANTIC COASTAL	15												
PANICGRASS	PLS												
BROWNTOP MILLET	10												
SWITCHGRASS	8												
(ALAMO)	PLS												
LITTLE BLUESTEM	4												
SERICEA LESPEDEZA	20												
BROWNTOP MILLET	10												
WEEPING LOVEGRASS	8												
WELL DRAINED, CLAYEY/LOAMEY SITES													
BROWNTOP MILLET	10												
BAHIAGRASS	40												
RYE, GRAIN	10												
BAHIAGRASS	40												
CLOVER, CRIMSON (ANNUAL)	5												
BROWNTOP MILLET	10												
BAHIAGRASS	30												
SERICEA LESPEDEZA	40												
BROWNTOP MILLET	10												
BERMUDA, COMMON	10												
SERICEA LESPEDEZA	40												
BROWNTOP MILLET	10												
BERMUDA, COMMON	12												
KOBE LESPEDEZA (ANNUAL)	10												
BROWNTOP MILLET	10												
BAHIAGRASS	20												
BERMUDA, COMMON	6												
SERICEA LESPEDEZA	40												
BROWNTOP MILLET	10												
SWITCHGRASS	8												
LITTLE BLUESTEM	PLS												
INDIANGRASS	3												

EROSION CONTROL LEGEND

DESCRIPTION	PLAN SYMBOL
SILT FENCE	
CLEARING LIMITS	CL CL
DIVERSION DIKE	DD
DIVERSION BERM	DB
TEMPORARY DIVERSION	TD
PERMANENT DIVERSION	PD
SUBSURFACE DRAIN	SSD
VEGETATED CHANNEL	
RIP RAP LINED CHANNEL	
ECB OR TRM LINED CHANNEL	
PAVED CHANNEL	PC
TREE PROTECTION	
SURFACE ROUGHENING	OR LG
TOP SOILING	
TEMPORARY SEEDING	TS
PERMANENT SEEDING	PS
MULCHING	M

EROSION CONTROL LEGEND

DESCRIPTION	PLAN SYMBOL
EROSION CONTROL BLANKET OR TURF REINFORCEMENT MAT	
FLEXIBLE GROWTH MATRIX	FGM
BONDED FIBER MATRIX	BFM
SODDING	SO
SLOPED SODDING	
STAKED SOD	
STAKED SOD AROUND INLET	OR
RIPRAP	
OUTLET PROTECTION - RIP RAP	
OUTLET PROTECTION - ECB OR TRM	
DUST CONTROL	DC
POLYACRYLAMIDE (PAM)	PAM
SEDIMENT BASIN	
SEDIMENT BASIN WITH SKIMMER	
SEDIMENT TRAP	
ROCK SEDIMENT DIKE	
SEDIMENT TUBE	

EROSION CONTROL LEGEND

DESCRIPTION	PLAN SYMBOL
ROCK CHECK DAM	OR
POROUS BAFFLES	
STABILIZED CONSTRUCTION ENTRANCE	
CONCRETE WASHOUT	
STORM DRAIN INLET PROTECTION - TYPE A FILTER FABRIC	A
STORM DRAIN INLET PROTECTION - TYPE A SEDIMENT TUBE	A
STORM DRAIN INLET PROTECTION - TYPE B HARDWARE FABRIC AND STONE	B
STORM DRAIN INLET PROTECTION - TYPE C BLOCK AND GRAVEL	C
STORM DRAIN INLET PROTECTION - TYPE D RIGID INLET FILTER	D
STORM DRAIN INLET PROTECTION - TYPE E SURFACE COURSE CURB INLET FILTER	E
STORM DRAIN INLET PROTECTION - TYPE F INLET TUBE	F
STORM DRAIN INLET PROTECTION - TYPE G IMPERVIOUS AREA	G
STORM DRAIN INLET PROTECTION - CATCH BASIN INSERT	I
PIPE SLOPE DRAINS	
TEMPORARY STREAM CROSSING	T
LEVEL SPREADER	

LIST OF ACRONYMS FOR SEDIMENT AND EROSION CONTROL

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AMD	ACRYLAMIDE POLYMER
BFM	BONDED FIBER MATRIX
BMP(S)	BEST MANAGEMENT PRACTICE(S)
CFS	CUBIC FEET PER SECOND
CMP	CORRUGATED METAL PIPE
DHEC	DEPARTMENT OF HEATH AND ENVIRONMENTAL CONTROL
ECB	EROSION CONTROL BLANKET
EPA	UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
EPSC	EROSION PREVENTION AND SEDIMENTATION CONTROL
FDA	UNITED STATES FOOD AND DRUG ADMINISTRATION
FGM	FLEXIBLE GROWTH MATRIX
HDPE	HIGH DENSITY POLYETHYLENE
MS4	MUNICIPAL SEPARATE STORM SEWER SYSTEM
MSDS	MATERIAL SAFETY DATA SHEETS
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
PAM	POLYACRYLAMIDE OR POLYMER
RCP	REINFORCED CONCRETE PIPE
SCS	SOIL CONSERVATION SERVICE
SWPPP	STORMWATER POLLUTION PREVENTION PROGRAM
TRM	TURF REINFORCEMENT MAT
VFS	VEGETATED FILTER STRIP

CONSTRUCTION SEQUENCE

CONSTRUCTION ACTIVITY	SCHEDULE CONSIDERATION
INITIAL PHASE	
1 OBTAIN COPIES OF ALL PLAN APPROVALS AND OTHER APPLICABLE PERMITS.	CONTRACTOR TO HAVE ONSITE AT ALL TIMES DURING CONSTRUCTION.
2 FLAG THE WORK LIMITS AND BARRICADE TREES AND MARK BUFFER AREAS FOR PROTECTION.	HAVE LOCAL REGULATORY AGENCY INSPECT TREE BARRICADES.
3 HOLD PRE CONSTRUCTION CONFERENCE AT LEAST ONE WEEK PRIOR TO STARTING CONSTRUCTION.	REVIEW TREE PROTECTION (BARRICADE) WITH OWNER AND LOCAL REGULATORY AGENCY. TAKE PICTURES OF ALL PROTECTED TREES AND LOCATIONS WHERE SITE WORK TIES INTO EXISTING TO DOCUMENT PREDEVELOPMENT PROCEDURES.
4 INSTALL CONSTRUCTION ACCESS AND LAY DOWN AREAS	STABILIZE BARE AREAS IMMEDIATELY AND INSTALL CONSTRUCTION EXITS / ENTRANCES.
5 CONSTRUCT SEDIMENT FENCES	INSTALL SEDIMENT FENCES AFTER CONSTRUCTION SITE IS ACCESSED.
6 CONSTRUCT OUTLET PROTECTION. INSTALL SKIMMER.	INSTALL PRINCIPAL BASINS AFTER SEDIMENT FENCES IS INSTALLED.
7 ESTABLISH RUNOFF CONTROL - DIVERSIONS, PERIMETER DIKES, WATER BARS, AND OUTLET PROTECTION.	INSTALL PRINCIPAL SEDIMENT TRAPS AND BEFORE LAND GRADING. INSTALL ADDITIONAL RUNOFF-CONTROL MEASURES DURING GRADING.
8 LAND CLEARING AND GRADING-SITE PREPARATION CUTTING, FILLING AND GRADING, SEDIMENTATION TRAPS, BARRIERS, DIVERSIONS, DRAINS, SURFACE ROUGHENING.	BEGIN MAJOR CLEARING AND GRADING AFTER PRINCIPAL SEDIMENT AND KEY RUNOFF-CONTROL MEASURES ARE INSTALLED. CLEAR BORROW AND DISPOSAL AREAS ONLY AS NEEDED. INSTALL ADDITIONAL CONTROL MEASURES AS GRADING PROGRESSES. MARK TREES AND BUFFER AREAS FOR PRESERVATION.
CONSTRUCTION PHASE	
1 RUNOFF CONVEYANCE SYSTEM- INSTALL STORM DRAINS, STABILIZE BANKS, CHANNELS, INSTALL INLET AND OUTLET PROTECTION, SLOPE DRAINS.	WHERE NECESSARY, STABILIZE BANKS AS EARLY AS POSSIBLE. INSTALL PRINCIPAL RUNOFF CONVEYANCE SYSTEM WITH RUNOFF- CONTROL MEASURES. INSTALL REMAINDER OF SYSTEM AFTER GRADING.
2 INSTALL WASTEWATER COLLECTION, WATER DISTRIBUTION, AND STORM DRAINAGE SYSTEMS	APPLY TEMPORARY OR PERMANENT STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS WHERE WORK IS DELAYED OR COMPLETE.
3 SURFACE STABILIZATION-TEMPORARY AND PERMANENT SEEDING, MULCHING, SODDING, RIP RAP.	APPLY TEMPORARY OR PERMANENT STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS WHERE WORK IS DELAYED OR COMPLETE.
STABILIZATION PHASE	
4 BUILDING CONSTRUCTION- BUILDINGS UTILITIES, ROADS, ETC.	INSTALL NECESSARY EROSION AND SEDIMENTATION CONTROL PRACTICES AS WORK TAKES PLACE.
5 LANDSCAPING AND FINAL STABILIZATION - TOPSOILING, TREES AND SHRUBS, PERMANENT SEEDING, MULCHING, SODDING, RIP RAP. REMOVE SKIMMER.	LAST CONSTRUCTION PHASE--STABILIZE ALL OPEN AREAS, INCLUDING BORROW AND SPOIL AREAS. REMOVE AND STABILIZE ALL TEMPORARY CONTROL MEASURES.

SOUTH CAROLINA — THOMAS & HUTTON ENGINEERING CO. — No. C00285 — CERTIFICATE

SOUTH CAROLINA — LICENSED PROFESSIONAL ENGINEER — No. 25350 — NATHAN B. LOWE

PERMIT SET - FOR REVIEW PURPOSES ONLY

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

ES & PC NOTES

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	N/A

EC1.2

Z:\25125.0004\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS\25125.0004 - ES & PC SHTS1&2.dwg - Nov 19, 2021 - 7:12 AM

PERMIT SET - FOR REVIEW PURPOSES ONLY

INNOVATION DRIVE
(BUCKWALTER PLACE)

STABILIZED
CONSTRUCTION
ENTRANCE

SEDIMENT POND 2
TOP: 19.00
BOT: 8.00

NATURE TRAIL

END DOUBLE ROW
SILT FENCE

DOUBLE ROW
SILT FENCE AT
WETLAND (TYP.)

END DOUBLE ROW
SILT FENCE

LIMITS OF DISTURBANCE
(TYP.)

EXISTING CURB INLET

DC

E

SINGLE ROW
SILT FENCE
(TYP.)

END DOUBLE ROW
SILT FENCE

DOUBLE ROW
SILT FENCE AT
WETLAND (TYP.)

END DOUBLE ROW
SILT FENCE

EXISTING CURB INLET

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO.
No. C00285
CERTIFICATE OF AUTHORIZATION
NOT VALID WITHOUT ORIGINAL SIGNATURE

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
NATHAN B. LONG
No. 25353
LICENSED PROFESSIONAL ENGINEER

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

ES & PC PLAN – INITIAL PHASE

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 30'

EC2.1

PERMIT SET - FOR REVIEW PURPOSES ONLY

INNOVATION DRIVE
(BUCKWALTER PLACE)

STABILIZED
CONSTRUCTION
ENTRANCE

SEDIMENT POND 2
TOP: 19.00
BOT: 8.00

NATURE TRAIL

END DOUBLE ROW
SILT FENCE

DOUBLE ROW
SILT FENCE AT
WETLAND (TYP.)

END DOUBLE ROW
SILT FENCE

LIMITS OF DISTURBANCE
(TYP.)

EXISTING CURB INLET

SINGLE ROW
SILT FENCE
(TYP.)

END DOUBLE ROW
SILT FENCE

DOUBLE ROW
SILT FENCE AT
WETLAND (TYP.)

END DOUBLE ROW
SILT FENCE

EXISTING CURB INLET

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING Co.
No. C00285
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SOUTH CAROLINA
PROFESSIONAL ENGINEER
NATHAN B. LONG
No. 25353
LICENSED

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50 Park of Commerce Way
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CONNECTOR ROAD TO PARCEL 4

ES & PC PLAN – INTERMEDIATE PHASE

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 30'

EC3.1



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

PERMIT SET - FOR REVIEW PURPOSES ONLY

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THOMAS & HUTTON ENGINEERING CO.
No. C00285
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
NATHAN B. LONG
No. 25353
LICENSED

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BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

ES & PC PLAN - STABILIZATION PHASE

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 30'

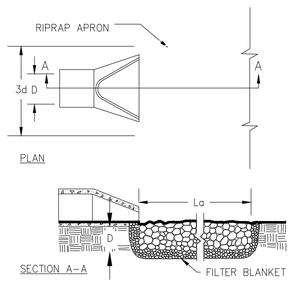
EC4.1

Section X. Item #2.

Z:\25125\2025\DOCS\ENGINEERING\DRAINAGE\CONSTRUCTION PLANS\WETLAND EARTHWORK CK PLANS\2025.0004 - ES & PC DETAILS.DWG - Nov 19, 2021 - 7:15 AM

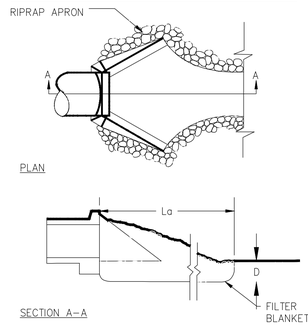
RIPRAP OUTLET PROTECTION

PIPE OUTLET TO FLAT AREA -- NO WELL DEFINED CHANNEL



NOTES:
1. La IS THE LENGTH OF THE RIPRAP APRON.
2. D = 1.5 TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESSHAN 6".
3. IN A WELL–DEFINED CHANNEL, EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK (WHICHEVER IS LESS).
4. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND THE SOIL FOUNDATION.

PIPE OUTLET TO WELL DEFINED CHANNEL



DC

DUST CONTROL ON DISTURBED AREAS

DEFINITION

Controlling surface and air movement of dust on land-disturbing activities.



PURPOSE

- Prevent the movement of dust from exposed soil surfaces.
- Prevent the movement of airborne substances that may be harmful to health.

INSTALLATION

- Apply according to approved plan, if shown.
- Mulch disturbed areas and tackify with resins such as asphalt, Curasol or Terratack according to manufacturer's recommendations.
- Stabilize disturbed areas with temporary or permanent vegetation.
- Irrigate disturbed areas until surface is wet.
- Cover surfaces with crushed stone or gravel.

DC

- Apply calcium chloride at a rate to keep surfaces moist.
- Apply spray-on adhesives to mineral soils (not muck soils) as described in Table 1.

Table 1. Spray-On Adhesive Application Requirements

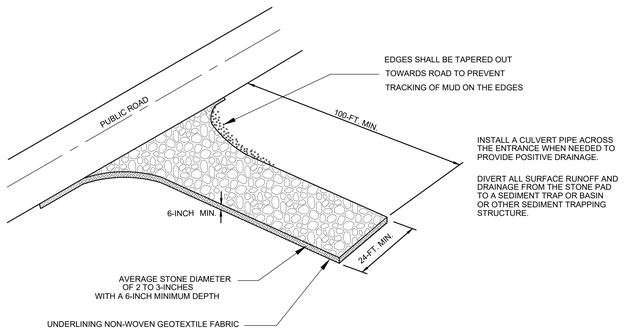
Adhesive	Water Dilution	Nozzle Type	Application (Gal./Acre)
Anionic asphalt emulsion	7:1*	Coarse spray	1,200
Latex emulsion	12.5:1 *	Fine spray	235
Resin-in-water emulsion	4:1*	Fine spray	300

*Use manufacturer's recommendations when available.

DUST CONTROL MEASURES

NOT TO SCALE

DC



WHEN AND WHERE TO USE IT:
STABILIZED CONSTRUCTION ENTRANCES SHOULD BE USED AT ALL POINTS WHERE TRAFFIC WILL BE LEAVING A CONSTRUCTION SITE AND MOVING DIRECTLY ONTO A PUBLIC ROAD.

IMPORTANT CONSIDERATIONS:
IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFFSITE. WASHDOWN FACILITIES SHALL BE REQUIRED AS DIRECTED BY SCDHEC AS NEEDED. WASHDOWN AREAS IN GENERAL MUST BE ESTABLISHED WITH CRUSHED GRAVEL AND DRAIN INTO A SEDIMENT TRAP OR SEDIMENT BASIN.

CONSTRUCTION ENTRANCES SHOULD BE USED IN CONJUNCTION WITH THE STABILIZATION OF CONSTRUCTION ROADS TO REDUCE THE AMOUNT OF MUD PICKED UP BY VEHICLES.

INSTALLATION:
REMOVE ALL VEGETATION AND ANY OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA.

DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM STONES TO A SEDIMENT TRAP OR BASIN.

INSTALL A NON-WOVEN GEOTEXTILE FABRIC PRIOR TO PLACING ANY STONE.

INSTALL A CULVERT PIPE ACROSS THE ENTRANCE WHEN NEEDED TO PROVIDE POSITIVE DRAINAGE.

THE ENTRANCE SHALL CONSIST OF 1-INCH TO 3-INCH D50 STONE PLACED AT A MINIMUM DEPTH OF 6-INCHES.

MINIMUM DIMENSIONS OF THE ENTRANCE SHALL BE 24-FEET WIDE BY 100-FEET LONG, AND MAY BE MODIFIED AS NECESSARY TO ACCOMMODATE SITE CONSTRAINTS.

THE EDGES OF THE ENTRANCE SHALL BE TAPERED OUT TOWARDS THE ROAD TO PREVENT TRACKING OF MUD AT THE EDGE OF THE ENTRANCE.

INSPECTION AND MAINTENANCE:
CHECK FOR MUD AND SEDIMENT BUILDUP AND PAD INTEGRITY. MAKE DAILY INSPECTIONS DURING PERIODS OF WET WEATHER. MAINTENANCE IS REQUIRED MORE FREQUENTLY IN WET WEATHER CONDITIONS. RESHAPE THE STONE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL.

WASH OR REPLACE STONES AS NEEDED. THE STONE IN THE ENTRANCE SHOULD BE WASHED OR REPLACED WHENEVER THE ENTRANCE FAILS TO REDUCE MUD BEING CARRIED OFF-SITE BY VEHICLES.

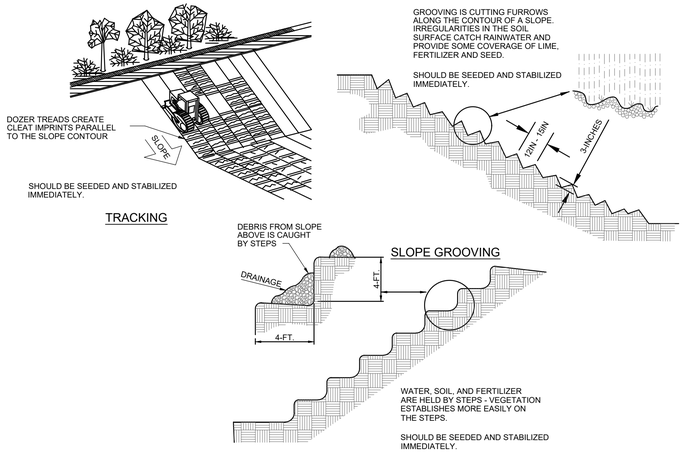
FREQUENT WASHING WILL EXTEND THE USEFUL LIFE OF STONE.

IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS BY BRUSHING OR SWEEPING. FLUSHING SHOULD ONLY BE USED WHEN THE WATER CAN BE DISCHARGED TO A SEDIMENT TRAP OR BASIN.

REPAIR ANY BROKEN PAVEMENT IMMEDIATELY.

STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE



TRACKING

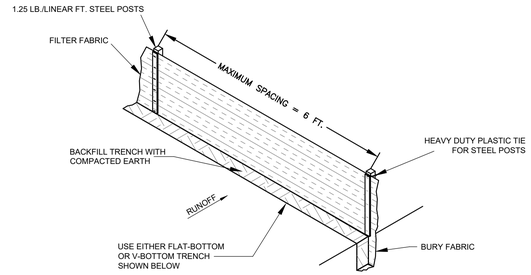
SLOPE GROOVING

STAIR-STEP GRADING

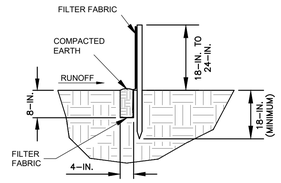
FABRIC OR LG

LAND GRADING TECHNIQUES

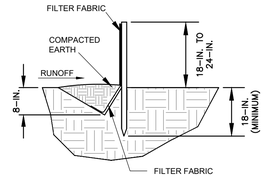
NOT TO SCALE



SILT FENCE INSTALLATION



FLAT-BOTTOM TRENCH DETAIL



V-SHAPED TRENCH DETAIL

WHEN AND WHERE TO USE IT:
SILT FENCE IS APPLICABLE IN AREAS:

WHERE THE MAXIMUM SHEET OR OVERLAND FLOW PATH LENGTH TO THE FENCE IS 100-FEET.
WHERE THE MAXIMUM SLOPE STEEPNESS (NORMAL [PERPENDICULAR] TO FENCE LINE) IS 2H:1V.
THAT DO NOT RECEIVE CONCENTRATED FLOWS GREATER THAN 0.5 CFS.

DO NOT PLACE SILT FENCE ACROSS CHANNELS OR USE IT AS A VELOCITY CONTROL BMP.

MATERIALS:
STEEL POSTS
USE 48-INCH LONG STEEL POSTS THAT MEET THE FOLLOWING MINIMUM PHYSICAL REQUIREMENTS:
COMPOSED OF HIGH STRENGTH STEEL WITH MINIMUM YIELD STRENGTH OF 50,000 PSI.
HAVE A STANDARD "T" SECTION WITH A NOMINAL FACE WIDTH OF 1.38-INCHES AND NOMINAL "T" LENGTH OF 1.48-INCHES.
WEIGH 1.25 POUNDS PER FOOT (± 8%).
HAVE A SOIL STABILIZATION PLATE WITH A MINIMUM CROSS SECTION AREA OF 17-SQUARE INCHES ATTACHED TO THE STEEL POSTS.
PAINTED WITH A WATER BASED BAKED ENAMEL PAINT.

USE STEEL POSTS WITH A MINIMUM LENGTH OF 4-FEET, WEIGHING 1.25 POUNDS PER LINEAR FOOT (± 8%) WITH PROJECTIONS TO AID IN FASTENING THE FABRIC. EXCEPT WHEN HEAVY CLAY SOILS ARE PRESENT ON SITE, STEEL POSTS WILL HAVE A METAL SOIL STABILIZATION PLATE WELDED NEAR THE BOTTOM SUCH THAT WHEN THE POST IS DRIVEN TO THE PROPER DEPTH, THE PLATE WILL BE BELOW THE GROUND LEVEL FOR ADDED STABILITY.
THE SOIL PLATES SHOULD HAVE THE FOLLOWING CHARACTERISTICS:
BE COMPOSED OF MINIMUM 15 GAUGE STEEL.
HAVE A MINIMUM CROSS SECTION AREA OF 17-SQUARE INCHES.

GEOTEXTILE FILTER FABRIC:
FILTER FABRIC IS:
COMPOSED OF FIBERS CONSISTING OF LONG CHAIN SYNTHETIC POLYMERS COMPOSED OF AT LEAST 85% BY WEIGHT OF POLYOLEFINS, POLYESTERS, OR POLYAMIDES.
FORMED INTO A NETWORK SUCH THAT THE FILAMENTS OR YARNS RETAIN DIMENSIONAL STABILITY RELATIVE TO EACH OTHER.
FREE OF ANY TREATMENT OR COATING WHICH MIGHT ADVERSELY ALTER ITS PHYSICAL PROPERTIES AFTER INSTALLATION.
FREE OF DEFECTS OR FLAWS THAT SIGNIFICANTLY AFFECT ITS PHYSICAL AND/OR FILTERING PROPERTIES.
CUT TO A MINIMUM WIDTH OF 36 INCHES.

USE ONLY FABRIC APPEARING ON SCDOT APPROVAL SHEET #34 MEETING THE REQUIREMENTS OF THE MOST CURRENT EDITION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

INSTALLATION:
EXCAVATE A TRENCH APPROXIMATELY 6-INCHES WIDE AND 6-INCHES DEEP WHEN PLACING FABRIC BY HAND. PLACE 12-INCHES OF GEOTEXTILE FABRIC INTO THE 6-INCH DEEP TRENCH, EXTENDING THE REMAINING 6-INCHES TOWARDS THE UPSLOPE SIDE OF THE TRENCH. BACKFILL THE TRENCH WITH SOIL OR GRAVEL AND COMPACT. BURY 12-INCHES OF FABRIC INTO THE GROUND WHEN PNEUMATICALLY INSTALLING SILT FENCE WITH A SLICING METHOD. PURCHASE FABRIC IN CONTINUOUS ROLLS AND CUT TO THE LENGTH OF THE BARRIER TO AVOID JOINTS. WHEN JOINTS ARE NECESSARY, WRAPPED THE FABRIC TOGETHER AT A SUPPORT POST WITH BOTH ENDS FASTENED TO THE POST, WITH A 6-INCH MINIMUM OVERLAP.
INSTALL POSTS TO A MINIMUM DEPTH OF 24-INCHES. INSTALL POSTS A MINIMUM OF 1- TO 2- INCHES ABOVE THE FABRIC, WITH NO MORE THAN 3-FEET OF THE POST ABOVE THE GROUND. SPACE POSTS TO MAXIMUM 6-FEET CENTERS. ATTACH FABRIC TO WOOD POSTS USING STAPLES MADE OF HEAVY-DUTY WIRE AT LEAST 1-1/2-INCH LONG, SPACED A MAXIMUM OF 6-INCHES APART. STAPLE A 2-INCH WIDE LATHE OVER THE FILTER FABRIC TO SECURELY FASTEN IT TO THE UPSLOPE SIDE OF WOODEN POSTS. ATTACH FABRIC TO THE STEEL POSTS USING HEAVY-DUTY PLASTIC TIES THAT ARE EVENLY SPACED AND PLACED IN A MANNER TO PREVENT SAGGING OR TEARING OF THE FABRIC. IN CALL CASES, TIES SHOULD BE AFFIXED IN NO LESS THAN 4 PLACES. INSTALL THE FABRIC A MINIMUM OF 24-INCHES ABOVE THE GROUND. WHEN NECESSARY, THE HEIGHT OF THE FENCE ABOVE GROUND MAY BE GREATER THAN 24-INCHES. IN TIDAL AREAS, EXTRA SILT FENCE HEIGHT MAY BE REQUIRED. THE POST HEIGHT WILL BE TWICE THE EXPOSED POST HEIGHT. POST SPACING WILL REMAIN THE SAME AND EXTRA HEIGHT FABRIC WILL BE 4-, 5-, OR 6-FEET TALL.
LOCATE SILT FENCE CHECKS EVERY 100 FEET MAXIMUM AND AT LOW POINTS. INSTALL THE FENCE PERPENDICULAR TO THE DIRECTION OF FLOW AND PLACE THE FENCE THE PROPER DISTANCE FROM THE TOE OF STEEP SLOPES TO PROVIDE SEDIMENT STORAGE AND ACCESS FOR MAINTENANCE AND CLEANOUT.

INSPECTION AND MAINTENANCE:
CHECK FOR SEDIMENT BUILDUP AND FENCE INTEGRITY. CHECK WHERE RUNOFF HAS ERODED A CHANNEL BENEATH THE FENCE, OR WHERE THE FENCE HAS SAGGED OR COLLAPSED BY FENCE OVERTOPPING. IF THE FENCE FABRIC TEARS, BEGINS TO DECOMPOSE, OR IN ANY WAY BECOMES INEFFECTIVE, REPLACE THE SECTION OF FENCE IMMEDIATELY. REMOVE SEDIMENT ACCUMULATED ALONG THE FENCE WHEN IT REACHES 1/3 THE HEIGHT OF THE FENCE, ESPECIALLY IF HEAVY RAINS ARE EXPECTED. REMOVE TRAPPED SEDIMENT FROM THE SITE OR STABILIZE IT ON SITE. REMOVE SILT FENCE WITHIN 30 DAYS AFTER FINAL STABILIZATION IS ACHIEVED OR

AFTER TEMPORARY BEST MANAGEMENT PRACTICES (BMPS) ARE NO LONGER NEEDED. PERMANENTLY STABILIZE DISTURBED AREAS RESULTING FROM FENCE REMOVAL.

SILT FENCE

NOT TO SCALE

SOUTH CAROLINA NOLLY C. HUTTON THOMAS & HUTTON ENGINEERING CO. No. COA2685 CERTIFICATE

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER No. 25350 NOLLY C. HUTTON

PERMIT SET - FOR REVIEW PURPOSES ONLY

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

ES & PC DETAILS

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	NTS

EC5.1

Asked County to pay

PARCEL C4 ROAD BOUNDARY

24" RCP

CI #203

TP 21.50

TP 21.00

10"W

(4) 18" RCP

TP 20.00

PARCEL C4 CONNECTOR

18" RCP

TP 21.5

TP 21.25

CI #204

10" WATER MAIN

PARCEL C4 ROAD BOUNDARY

24" RCP

CI #201

18" RCP

CI #202

INNOVATION DRIVE

NATURE TRAIL

DISCOVERY DRIVE AND PARCEL C4 CONNECTOR

BUCKWALTER PLACE - KROGER & MIXED-USE

BLUFFTON, SC

PREPARED FOR:

B & C COMMERCIAL, LLC

PREPARED BY:

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300

www.thomasandhutton.com

JOB NO:	J-25125.0004
DRAWN:	JRW
REVIEWED:	JRW
DATE:	09/12/16
SCALE:	1" = 30'
SHEET:	EX 1

Proposed Motion

Consideration of the Approval of a Three-Party Agreement between Buckwalter Association Inc., Beaufort County, and the Town of Bluffton to Construct the Connector Road between Buckwalter Place and Washington Square.

"I make a motion to authorize the Town Manager to execute all necessary documents, including the acceptance of the right-of-way deed, submitting all required plats and to make any amendments that do not change the project scope or overall cost as outlined in the attachments and exhibits."

TOWN COUNCIL

STAFF REPORT

MEETING DATE:	September 9, 2025
PROJECT:	Proposed Amendments to the Town of Bluffton Code of Ordinances to Include Regulations Addressing Abandoned and Derelict Boats in the Town's Waterways
PROJECT MANAGER:	Heather Colin, AICP, Assistant Town Manager

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

BACKGROUND: On October 8, 2024 Town Council workshopped a draft proposed Ordinance. The consensus at the time was to bring back an Ordinance for first reading in conjunction with Beaufort County's consideration. Beaufort County will consider the Ordinance at the Public Facilities Committee meeting scheduled for September 15.

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

Abandoned boats pose a threat for the fish, shellfish and shorebirds that live in the marsh and waterways as well as the water quality.

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

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

CONSIDERATIONS:

- Approve First Reading of the Proposed Ordinance
- Deny First Reading of the Proposed Ordinance
- Table First Reading of the Proposed Ordinance

NEXT STEPS: If Town Council approves first reading of this Ordinance, the following actions will occur:

- Second and Final Reading – October 14, 2025
- Staff will meet with South Carolina Department of Natural Resources (SCDNR) and Beaufort County to establish the associated procedures.

ATTACHMENTS:

1. Proposed Ordinance
2. Proposed Motion

ORDINANCE No. 2025-_____

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

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

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

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

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

WHEREAS, for the reasons stated above, the Town Council desires to amend Chapter 13 of the Town Code to establish the procedures, requirements and penalties related to derelict, abandoned, and sunken vessels within the Town's jurisdiction and other matters related thereto, and as shown in "Exhibit A" attached hereto and incorporated herein by reference.

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

1. ***Amendment.*** That Chapter 13 of the Town Code is amended to establish Article III as shown in "Exhibit A", attached hereto and incorporated herein by reference.

2. ***Severability.*** If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

3. ***Repeal***. All ordinances or parts of ordinances in conflict with this Ordinance, or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this Ordinance full force and effect.

4. ***Effective Date.*** This Ordinance shall be effective immediately upon its adoption by the Town Council of the Town of Bluffton, South Carolina.

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 13-66. Violations and Penalty.

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

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

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

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

Proposed Motion

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

"I make a motion to approve First Reading of an Ordinance Amending the Town of Bluffton Code of Ordinances, Chapter 13, to Include Article III to Establish Procedures, Requirements, and Penalties for Derelict, Abandoned, and Sunken Vessels and Other Matters Related."

TOWN COUNCIL

STAFF REPORT
Growth Management Department

MEETING DATE:	September 9, 2025
PROJECT:	Consideration of an Ordinance Approving a Real Property Exchange Agreement between the Town of Bluffton and the Beaufort County School District for Certain Real Property Owned by the Town of Bluffton within Buckwalter Planned Unit Development Identified as R610-022-000-1094-0000; and Authorizing Execution and Recording of Certain Documents Therewith
PROJECT MANAGER:	Kevin Icard, AICP Growth Management Director

REQUEST: Town Staff requests that Town Council approve an Ordinance for a Real Property Exchange Agreement between the Town of Bluffton and the Beaufort County School District for Certain Real Property Owned by the Town of Bluffton within Buckwalter Planned Unit Development Identified as R610-022-000-1094-0000; and Authorizing Execution and Recording of Certain Documents.

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

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

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

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

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

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

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

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

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

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

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

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

NEXT STEPS:

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

ATTACHMENTS:

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

RESERVED FOR RECORDING PURPOSES:

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

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

EXTINGUISHMENT OF EASEMENT
(Record Book 3019 at Page 1655)

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN:
TOWN OF BLUFFTON, a South Carolina municipal corporation

_____
(Signature of First Witness)

_____
(Printed Name of First Witness)

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

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

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

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

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

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

_____(SEAL)
(Signature of Notary Public)

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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

_____
(Signature of First Witness)

_____
(Printed Name of First Witness)

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

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

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

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

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

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

_____(SEAL)
(Signature of Notary Public)

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

EXHIBIT A
(TOWN PARCEL LEGAL DESCRIPTION)

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

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

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

EXHIBIT B
(DISTRICT PARCEL LEGAL DESCRIPTION)

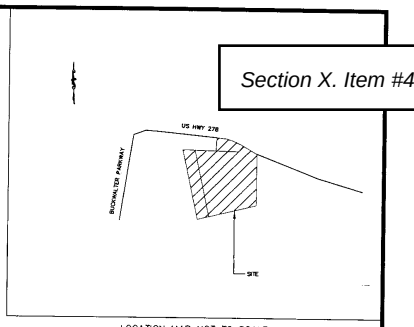
ALL that certain piece, parcel or tract of land situate, lying and being within Bluffton Township, Beaufort County, South Carolina, consisting of 102.511 acres, more or less, and shown and described as "Parcel 13A", on a plat of survey entitled "A Proposed Boundary Subdivision of Parcel 13A, District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

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

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

NOTES:

1) RIGHT OF WAY INFORMATION TAKEN FROM SCDOT FILE# 7-523, PROJECT# A-523, ROUTE# 278, COUNTY OF BEAUFORT, PAGES 15-17. R/W ESTABLISHED 60' FROM THE CENTER LINE OF THE EAST BOUND LANE.
2) THIS SURVEY WAS CREATED BY MONUMENTATION FOUND IN THE FIELD AND MAY NOT NESSICARILY MATCH REFERENCE PLATS.
3) THESE PROPERTIES ARE ZONED PLANNED UNIT DEVELOPMENT PER THE TOWN OF BLUFFTON ZONING DEPARTMENT.

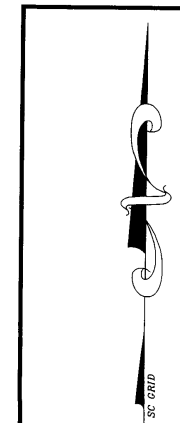


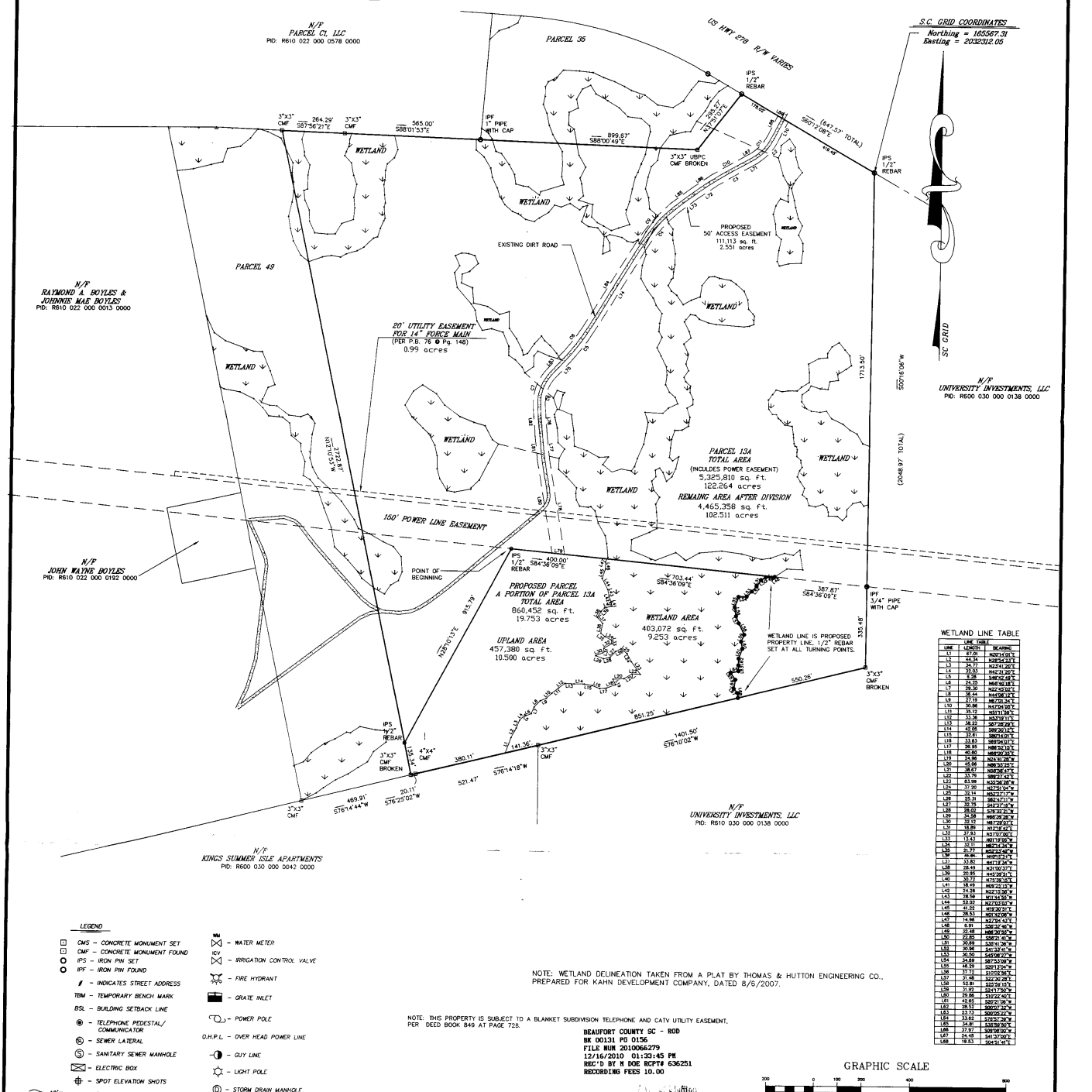
LOCATION MAP NOT TO SCALE

ACCESS EASEMENT LINE & CURVE TABLES

LINE TABLE		
LINE	LENGTH	BEARING
L69	50.08	S90°23'08"E
L70	78.64	S20°38'33"W
L71	36.04	S90°38'04"W
L72	163.32	S30°18'14"W
L73	100.18	S52°36'54"W
L74	389.88	S31°39'47"W
L75	116.10	S42°36'47"W
L76	118.57	S84°37'14"E
L77	99.85	S08°23'30"E
L78	396.57	S00°44'42"E
L79	51.80	N84°36'09"W
L80	264.00	N00°44'42"W
L81	101.88	N06°23'30"W
L82	118.63	N04°37'14"W
L83	116.68	N42°36'47"E
L84	389.02	N31°39'47"E
L85	102.95	N52°36'54"E
L86	106.31	N30°18'14"E
L87	37.02	N90°38'04"E
L88	82.59	N20°38'33"E

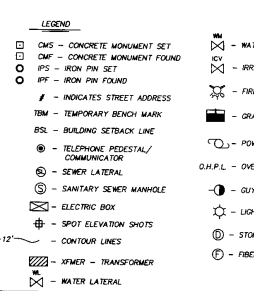
CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA ANGLE
C2	139.87	228.19	137.78	S41°38'21"W	35°06'40"
C3	151.44	3783.23	151.43	S80°20'53"W	2°17'27"
C4	214.80	615.88	213.76	S60°07'44"W	19°58'13"
C5	131.44	856.93	131.30	S36°39'35"W	8°47'20"
C6	128.31	160.37	125.01	S18°52'20"W	45°52'25"
C7	193.05	210.37	164.56	N18°26'47"E	48°52'53"
C8	128.87	605.83	128.64	N38°26'49"E	8°58'36"
C9	202.82	1949.86	202.73	N34°08'48"E	5°57'50"
C10	54.25	3813.23	154.25	N60°20'21"E	2°26'21"
C11	109.64	178.19	108.11	N41°23'22"E	35°15'04"





WETLAND LINE TABLE

LINE TABLE		
LINE	LENGTH	BEARING
L1	67.01	N20°10'05"E
L2	44.34	N28°54'53"E
L3	24.77	N42°41'26"E
L4	32.03	N42°31'20"E
L5	8.28	S46°47'40"E
L6	24.70	N66°40'18"E
L7	28.30	N22°45'02"E
L8	36.44	N44°58'14"E
L9	27.19	N67°01'34"E
L10	30.96	N47°04'09"E
L11	35.12	N51°11'36"E
L12	33.36	N53°18'11"E
L13	38.22	S67°48'29"E
L14	42.05	S89°30'15"E
L15	32.81	S80°14'01"E
L16	33.83	S69°04'01"E
L17	28.85	N86°36'15"E
L18	40.60	N88°09'39"E
L19	24.96	N24°41'28"W
L20	25.58	N88°32'23"E
L21	38.67	N42°26'47"E
L22	33.79	S89°27'43"E
L23	43.96	N33°46'28"W
L24	37.39	N27°31'04"W
L25	30.14	N52°47'17"W
L26	25.31	S82°47'11"W
L27	32.72	S42°37'18"W
L28	28.02	S78°32'31"W
L29	24.58	N68°29'28"W
L30	33.12	N87°29'07"E
L31	18.89	N12°15'47"E
L32	37.93	N37°50'00"E
L33	13.63	N01°10'05"W
L34	32.11	N82°14'34"W
L35	21.77	N62°23'49"W
L36	44.86	N49°27'54"W
L37	13.82	N41°17'34"W
L38	28.49	N31°30'37"E
L39	20.95	N45°28'31"E
L40	30.72	N73°38'15"E
L41	18.49	N09°25'19"W
L42	24.28	N02°13'26"E
L43	38.59	N11°44'56"W
L44	52.01	N27°30'59"W
L45	41.22	N18°38'31"E
L46	38.53	N01°43'09"W
L47	14.96	N27°04'47"E
L48	6.91	S26°32'46"W
L49	32.48	N86°30'56"W
L50	22.85	S88°27'10"W
L51	30.69	S36°41'30"W
L52	30.98	S41°35'41"W
L53	30.90	S45°06'27"W
L54	34.89	S87°51'09"W
L55	46.29	S09°10'04"W
L56	37.72	S10°05'36"E
L57	31.48	S02°26'28"E
L58	52.81	S32°59'15"E
L59	31.92	S24°17'30"W
L60	29.86	S10°22'40"E
L61	42.85	S80°21'58"E
L62	28.53	S80°07'32"W
L63	23.73	S00°00'00"E
L64	33.82	S78°57'36"W
L65	34.81	S28°38'00"E
L66	37.97	S09°08'04"W
L67	24.45	S41°37'00"E
L68	19.53	S04°51'41"E



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

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

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

GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

3-10-10

T-SQUARE GROUP, INC.
PROFESSIONAL LAND SURVEYORS
P.O. Drawer 338
129 Burnt Church Road
Bluffton, S.C. 29910
tsquare@hargray.com
Phone 843-757-2858 Fax 843-757-5758
JOB No. 07-091B-OUTPARCEL

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

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION & BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.
ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN SHOWN HEREON.
FORREST F. BAUGHMAN, PLS # 4922

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

THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF
TOWN OF BLUFFTON
A PROPOSED BOUNDARY DIVISION OF PARCEL 13A, DISTRICT 610, TAX MAP# 22, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA.

NOTES:
1. According To FEMA Flood Insurance Rate Map # 450025 0055D This Lot Appears To Lie In A Federal Flood Plain Zone C, Minimum Required Elevation N/A Ft. NGVD29
2. This Property May Be Subject To Easements, Protective Covenants And Other Facts That May Be Revealed By A Complete Title Search Or Reference Plat(s).
(1) A PLAT BY MK DATED 4/28/1995, PREPARED FOR BRANNEN SCHLOSSER ENTERPRISES, RECORDED IN PB52 @ PG 87.
(2) A PLAT BY THOMAS & HUTTON ENGINEERING CO. OF PHASE 1 OF THE 802, LLC TRACT, DATED 5/30/2008 & RECORDED IN PB 76 @ PG 15.
(3) A PLAT BY THOMAS & HUTTON ENGINEERING CO. OF THE NORTHEASTERN TRACT AND A 66' R/W FORMERLY KNOWN AS A PART OF BEAUFORT JASPER WATER & SEWER AUTHORITY, DATED 8/5/2004.
(4) A METLAND SURVEY BY THOMAS & HUTTON ENGINEERING CO., PREPARED FOR KAHN DEVELOPMENT COMPANY, DATED 8/6/2007.

DATE: DECEMBER 28, 2009

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Reciprocal Easement.*

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

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

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

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

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

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

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

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

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

(3) Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

5. Covenants, Agreements, and Conditions.

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

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

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

obligations hereunder.

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

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

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

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

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

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

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

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

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

8. Notices.

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

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

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

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

9. Representations.

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

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

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

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

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

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

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

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

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

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

10. Default.

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

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

11. Miscellaneous.

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

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

DRAFT

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

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

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

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

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

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

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

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

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

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

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

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

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

BEAUFORT COUNTY SCHOOL DISTRICT

By: _____
Dr. Frank Rodriguez, *Superintendent*

Date Signed: _____

TOWN OF BLUFFTON

By: _____
Stephen Steese, *Town Manager*

Date Signed: _____

DRAFT

Exhibit "A"
(Legal Description of Town Property)

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

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

R610-022-000-1094-0000

DRAFT

Exhibit "B"
(Legal Description of District Property)

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

DRAFT

Exhibit "C"

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

DRAFT

Exhibit "D"

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

DRAFT

Exhibit "F"

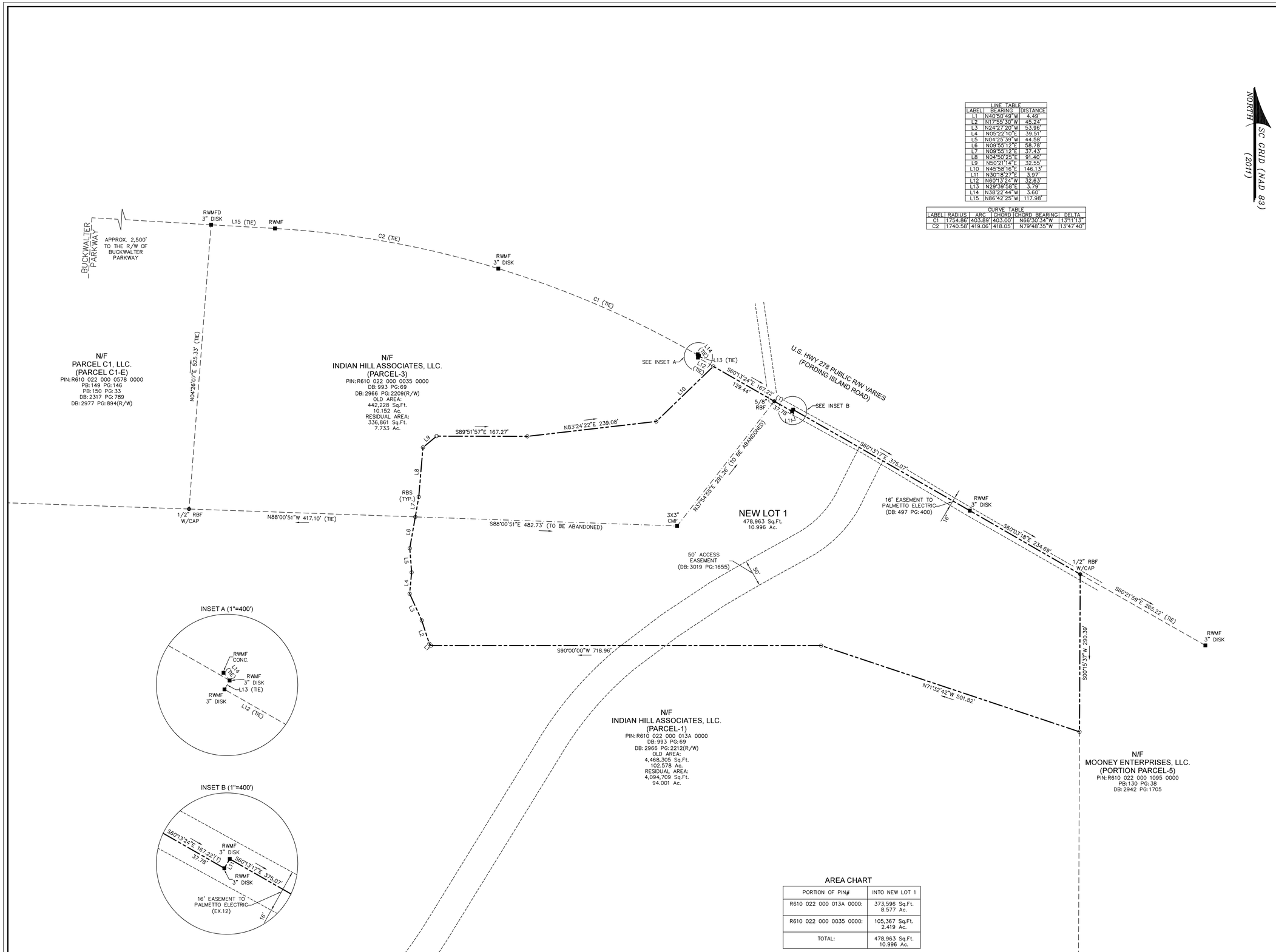
(Assignment and Assumption of Rights and Obligations and Development Agreement)

DRAFT

Exhibit "G"

(Extinguishment)

DRAFT



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

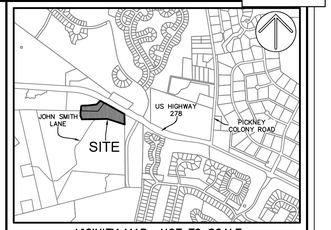
CURVE TABLE					
LABEL	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	1754.86'	403.89'	403.00'	N66°30'34"W	13°11'13"
C2	1740.58'	419.06'	418.05'	N79°48'35"W	13°47'40"

INSET A (1"=400')

INSET B (1"=400')

AREA CHART

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



VICINITY MAP NOT TO SCALE

LEGEND

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

ADJACENT PROPERTY LINE

PROPERTY LINE

PROPERTY LINE TO BE ABANDONED

NOTES

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

REFERENCES

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

80 40 0 80 160

GRAPHIC SCALE (1"=80')

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

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

TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

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

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

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

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

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

FOR REVIEW ONLY

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

Proposed Motion

Consideration of an Ordinance Approving a Real Property Exchange Agreement between the Town of Bluffton and the Beaufort County School District for Certain Real Property Owned by the Town of Bluffton within Buckwalter Planned Unit Development Identified as R610-022-000-1094-0000; and Authorizing Execution and Recording of Certain Documents

"I make a motion to approve on first reading an ordinance authorizing the Town Manager, in consultation with legal counsel, to execute all necessary documents, including the extinguishment of the easement agreements, land swap agreement, and the purchase and sales agreement and to make any amendments that do not change the project scope as outlined in the attachments and exhibits."

TOWN COUNCIL
STAFF REPORT
Department of Finance & Administration

MEETING DATE:	September 09, 2025
PROJECT:	Consideration of an Ordinance Amending the Town of Bluffton Fiscal Year 2026 Budget to Provide for the Expenditures of Certain Funds; and to Allocate Sources of Revenue for the Said Funds to Carryover Unspent Expenditures and Encumbrances from the FY2025 Budget to the FY2026 Budget – First Reading
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, CGFM Director of Finance & Administration

RECOMMENDATION: Town Council approves the proposed ordinance amending the FY 2025 budget by $10,357,731 by increasing the General Fund budget by $270,373, increasing the Local Hospitality Fund budget by $927,843, increasing the Local Accommodations Tax Fund budget by $606,768, increasing the Stormwater Fund budget by $235,000, increasing the CIP budget by $8,261,122, and increasing the Debt Service Fund budget by $56,625 to reappropriate prior year unspent transfers to Capital Improvements Program Fund (CIP) and use of additional prior year fund balance, to reappropriate prior year unspent encumbrances and expenditures as well as uses of additional prior year fund balance, provide for new programs, use of previously earmarked spending of prior year fund balance, recognize grant and intergovernmental revenues, and committing $500,000 to the Capital Asset Reserve Fund.

BACKGROUND:

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

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

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

- Communications: Town Logo Project $10,000
- Contracts and encumbrances $32,858
- Transfer to CIP $23,055
    - FY2026 Funding Source Adjustment:
        - Land Acquisition for pending Green Penny Project Funds ($147,768)
    - FY2025 Project Commitments and Carryforwards:
        - Town Hall Improvements $14,380
        - Network Improvements $26,712
        - Public Art Program $99,731
        - Townwide Wayfinding Signage System $30,000

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

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

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

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

Stormwater Fund – This budget includes an increase to the Stormwater fund budget to reflect a potential Hazard Mitigation Grant Program (HMGP)of $287,625 and reduction of $52,625 in prior year fund balance. The prior year funds reduction is due to the budgeted matching funds for the potential HMGP being reduced after preapplication submittal.

- Contracts and commitments from FY 2025 $98,500
- Transfer to CIP increase of $136,500 stormwater and sewer projects.

Capital Improvements Program Fund (CIP) – This budget amendment includes an increase to the CIP budget by $8,261,122 to reflect FY 2025 project carryforwards, increase for Land Acquisition by $3,960,000 that includes potential Green Penny funding of $4,190,000, and Pritchard Street Drainage Improvements intergovernmental agreement of $232,990 with Beaufort County School District.

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

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

ATTACHMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

Stormwater Fund	
Revenues and Other Sources	
Grants and Entitlements	$ 287,625
Transfers In	
Prior Year Fund Balance	(52,625)
Total Revenues and Other Sources	$ 235,000
Expenditures and Other Uses	
Watershed Management	$ 98,500
Other Uses	
Transfer Out to CIP	136,500
Total Expenditures and Other Uses	$ 235,000
Capital Improvement Fund	
Revenues and Other Sources	
Intergovernmental	$ 4,422,990
Transfers In	
Hospitality Tax	927,843
Local Accommodations Tax	606,768
Stormwater Utility Tax	136,500
TIF	56,625
General Fund	23,055
Prior Year Fund Balance	2,087,341
Total Revenues and Other Sources	$ 8,261,122

Capital Improvement Fund (Cont.)

Expenditures and Other Uses	
Expenditures	
E0001-Buckwalter Place Multi-County Commerce Park Phase 2	$ (661,369)
F0001-Town Hall Improvements	14,380
F0002-Squire Pope Carriage House	51,805
F0004-Sarah Riley Hooks Cottage	435,401
F0006-New Riverside Barn Park Event Lawn Pavilion	900,000
F0009-Oscar Frazier Park Pavilion	195,000
H0001-Affordable Housing Project	489,580
I0002-Network Improvements	26,712
L0001-Land Acquisition	3,960,000
P0001-Park Improvements	65,000
P0004-New Riverside Park / Barn Site	(1,879,482)
P0005-New River Trail	1,289,318
P0008-Buckwalter Place West Park Improvements	50,000
P0010-Public Art	141,440
R0001-Pathway Pedestrian Safety Improvements	115,182
R0002-Calhoun Street Streetscape	89,593
R0005-Wharf Street Lighting	175,060
R0006-Boundary Street Lighting	23,224
R0007-Boundary Street Streetscape	205,962
R0008-Townwide Wayfinding Signage System	72,238
R0009-Historic District Overhead Powerline Conversion	(13,200)
R0010-Ghost Roads	13,201
S0001-Sewer Connections Policy	150,189
S0005-Historic District Sewer Extension Phase 4	3,079
S0006-Historic District Sewer Extension Phase 5	332,859
S0007-Historic District Sewer Extension Phase 6	442,776
S0008-Bridge Street Streetscape	118,040
S0009-Comprehensive Drainage Plan Improvements	121,500
S0010-May River Action Plan Impervious Restoration/Water Quality Proj.	15,000
S0012-Pritchard Street Drainage Improvements	1,318,634
Total Expenditures and Other Uses	$ 8,261,122

Debt Service Fund

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

The effect of this amendment will be to increase the General Fund to $38,146,127 (Attachment A), to increase the Local Hospitality Tax to $8,938,984 (Attachment B), to increase the Local Accommodations Tax Fund to $2,820,487 (Attachment C), to increase the Stormwater Fund budget to $5,425,332 (Attachment D), to increase the Capital Improvements Program Fund budget to $41,089,524 (Attachment E), and to increase the Debt Service Fund budget to $10,899,670 (Attachment F), for a total Consolidated Budget of $107,879,245.

SECTION 2. SEVERABILITY

If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3. EFFECTIVE DATE

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

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

_____

Larry Toomer, Mayor
Town of Bluffton, South Carolina

ATTEST:

_____

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

Attachments:

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

First Reading: September 9, 2025
Second and Final Reading:

Town of Bluffton
General Fund Budget

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

Town of Bluffton
Local Hospitality Tax Fund Fund
Special Revenue

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

Town of Bluffton
Local Accommodations Tax Fund Fund
Special Revenue

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

Town of Bluffton
Stormwater Fund Budget

	Adopted FY 2026 Budget	Budget Amendment #1	Proposed FY 2026 Budget
Revenues			
Stormwater Utility Fee	$ 2,267,492	$ -	$ 2,267,492
Licenses & Permits			
NPDES Plan Review and Inspection Fee	400,000	-	400,000
Total Licenses & Permits	365,000	-	400,000
Grants and Entitlements	-	287,625	287,625
Intergovernmental	-	-	-
Service Revenues	-	-	-
Fines & Fees	-	-	-
Interest Income	-	-	-
Miscellaneous Revenues	-	-	-
Total Revenues	2,667,492	287,625	2,955,117
Other Financing Sources	-	-	-
Transfers In	-	-	-
Prior Year Fund Balance	2,522,840	(52,625)	2,470,215
Total Other Financing Sources & Tranfers In	2,522,840	(52,625)	2,470,215
Total Revenues and Other Financing Sources	$ 5,190,332	$ 235,000	$ 5,425,332
Expenditures			
Watershed Management	$ 4,078,899	$ 98,500	$ 4,177,399
Total Expenditures	4,078,899	98,500	4,177,399
Other Funding Uses			
Contribution to Fund Balance	-	-	-
Transfers Out to Capital Improvements Program Fund	353,222	136,500	489,722
Transfers Out to General Fund	465,411	-	465,411
Transfer to Debt Service	292,800	-	292,800
Total Other Funding Uses	1,111,433	136,500	1,247,933
Total Expenditures and Other Funding Uses	$ 5,190,332	$ 235,000	$ 5,425,332

Town of Bluffton
Capital Improvements Project Fund

	Adopted FY 2026 Budget	Budget Amendment #1	Proposed FY 2026 Budget
Revenues			
Licenses & Permits	$ 317,000	$ -	$ 317,000
Grants and Entitlements	1,244,816	-	1,244,816
Intergovernmental	-	4,422,990	4,422,990
Service Revenues	-	-	-
Fines & Fees	-	-	-
Interest Income	-	-	-
Miscellaneous Revenues	-	-	-
Total Revenues	1,561,816	4,422,990	5,984,806
Other Financing Sources	-	-	-
Transfers In			
Hospitality Tax	4,770,008	927,843	5,697,851
Local Accommodations Tax	1,680,230	606,768	2,286,998
State Accommodations Tax	164,681	-	164,681
Stormwater Utility Tax	353,222	136,500	489,722
TIF	8,598,281	56,625	8,654,906
General Fund	5,071,661	23,055	5,094,716
General Fund-ARPA	-	-	-
CIP Fund Balance	11,187,624	2,087,341	13,274,965
Total Other Financing Sources & Transfers In	31,825,707	3,838,132	35,663,839
Total Revenues and Other Financing Sources	$ 33,387,523	$ 8,261,122	$ 41,648,645
Expenditures			
Economic Development Projects	$ 1,514,455	$ (661,369)	$ 853,086
Facilities Projects	1,868,850	1,596,586	3,465,436
Housing Projects	740,816	489,580	1,230,396
Information Technology Infrastructure Projects	174,200	26,712	200,912
Land Acquisition	9,709,302	3,960,000	13,669,302
Park Projects	8,621,648	(333,724)	8,287,924
Road Projects	4,766,215	681,260	7,268,292
Stormwater and Sewer Projects	5,675,037	2,502,077	6,356,297
Total Expenditures	33,070,523	8,261,122	41,331,645
Other Funding Uses			
Transfer to General Fund	-	-	-
Contribution to Fund Balance	317,000	-	317,000
Total Transfers	317,000	-	317,000
Total Expenditures and Other Funding Uses	$ 33,387,523	$ 8,261,122	$ 41,648,645

Town of Bluffton
Debt Service Fund Budget

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

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

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

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

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

Town of Bluffton
Budget and Actual - Capital Improvement Program Fund
For Period Ending June 30, 2025 (Accrual through August 24, 2025)

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

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

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

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

FY2025

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
Revenues															
State Accommodations Tax	1,571	1,830	1,559	1,417	271,078	697	632	290,058	673	664	174,809	549	435,462	1,180,999	1,022,605
Local Accommodations Tax	2,700	60,640	138,169	122,416	194,338	192,218	129,925	55,057	93,013	177,747	230,699	217,123	191,598	1,805,643	1,342,930
Hospitality Tax	8,468	281,963	305,218	314,531	351,835	411,775	348,925	294,270	311,950	420,178	370,020	422,794	392,612	4,234,539	4,140,747
Total Revenues	12,739	344,433	444,946	438,364	817,251	604,690	479,482	639,385	405,636	598,589	775,528	640,466	1,019,672	7,221,181	6,506,282

FY2024

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
Revenues															
State Accommodations Tax	1,533	1,721	1,963	237,553	1,773	2,006	249,085	1,857	2,041	161,350	1,868	1,570	457,086	1,121,406	1,030,150
Local Accommodations Tax	5,551	152,136	108,061	124,885	176,611	171,277	117,868	70,760	89,999	183,177	210,129	186,173	269,837	1,866,464	1,597,500
Hospitality Tax	54,512	340,435	282,100	283,048	355,917	349,776	385,693	223,058	314,287	383,243	392,360	423,103	345,958	4,133,490	3,788,036
Total Revenues	61,596	494,292	392,124	645,486	534,301	523,059	752,646	295,675	406,327	727,770	604,357	610,846	1,072,881	7,121,360	6,415,686

FY2025 VS FY2024 (more / (less)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	38	109	(404)	(236,136)	269,305	(1,309)	(248,453)	288,201	(1,368)	(160,686)	172,941	(1,021)	(21,624)	59,593
Local Accommodations Tax	(2,851)	(91,496)	30,108	(2,469)	17,727	20,941	12,057	(15,703)	3,014	(5,430)	20,570	30,950	(78,239)	(60,821)
Hospitality Tax	(46,044)	(58,472)	23,118	31,483	(4,082)	61,999	(36,768)	71,212	(2,337)	36,935	(22,340)	(309)	46,654	101,049
Total Revenues	(48,857)	(149,859)	52,822	(207,122)	282,950	81,631	(273,164)	343,710	(691)	(129,181)	171,171	29,620	(53,209)	99,821

FY2023

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
Revenues															
State Accommodations Tax	400	468	509	256,141	783	897	229,281	916	1,155	145,283	1,388	1,466	484,835	1,123,522	1,175,700
Local Accommodations Tax	614	173,603	126,868	137,517	152,941	158,074	114,639	63,354	83,215	24,975	331,683	187,863	176,432	1,731,779	1,577,800
Hospitality Tax	4,685	255,181	281,079	312,591	335,754	307,857	291,337	235,565	310,100	87,619	491,342	352,679	405,875	3,671,664	2,730,300
Total Revenues	5,699	429,252	408,456	706,249	489,478	466,828	635,257	299,835	394,471	257,876	824,412	542,009	1,067,142	6,526,964	5,483,800

FY2024 VS FY2023 (more / (less)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	1,133	1,253	1,454	(18,588)	990	1,109	19,804	941	886	16,067	480	104	(27,749)	(2,116)
Local Accommodations Tax	4,937	(21,467)	(18,807)	(12,632)	23,670	13,203	3,229	7,406	6,784	158,202	(121,554)	(1,690)	93,405	134,685
Hospitality Tax	49,827	85,254	1,021	(29,543)	20,163	41,919	94,356	(12,507)	4,187	295,624	(98,982)	70,424	(59,917)	461,826
Total Revenues	55,897	65,040	(16,332)	(60,763)	44,823	56,231	117,389	(4,160)	11,856	469,894	(220,055)	68,837	5,739	594,396

Council Motion Recommendation

Consideration of an Ordinance Amending the Town of Bluffton Fiscal Year 2026 Budget to Provide for the Expenditures of Certain Funds; assign additional funds to the Capital Asset Reserve Fund; and to Allocate Sources of Revenue for the Said Funds to Carryover Unspent Expenditures and Encumbrances from the FY2025 Budget to the FY2026 Budget – First Reading

"I make a motion to approve the First Reading of an Ordinance Amending the Town of Bluffton Fiscal Year 2026 Budget to Provide for the Expenditures of Certain Funds; assign additional funds to the Capital Asset Reserve Fund; and to Allocate Sources of Revenue for the Said Funds to Carryover Unspent Expenditures and Encumbrances from the FY2025 Budget to the FY2026 Budget."

TOWN COUNCIL

STAFF REPORT
Finance & Administration Department

MEETING DATE:	September 09, 2025
PROJECT:	Consideration of Accommodations Tax Advisory Committee Funding Recommendations for Quarter Ending June 30, 2025
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, Director of Finance & Administration

REQUEST:

Town Staff requests Town Council to consider the Accommodations Tax Advisory Committee's (ATAC) recommendations for grant awards as presented below:

Requesting Organization	Amount Requested	Amount Recommended
Michael C. Riley High School Alumni Association: Project Face-Lift (Tabled from prior quarter)	$ 20,000	$ 20,000
Coastal Conservation Association: 2024 Conservation Weekend	10,000	10,000
Society of Bluffton Artists: FY2026 Getting the Word Out-Part 2	40,000	40,000
Historic Bluffton Arts & Seafood Festival: 2025 Arts & Seafood Festival	80,000	80,000
Campbell Chapel Community Development Ministry: Historic Campbell Chapel Restoration and Rehabilitation	109,000	109,000
Campbell Chapel African Methodist Episcopal Church: 162nd South Carolina Conference of the AME Church	10,000	10,000
Historic Bluffton Foundation: Fall Tour of Homes	6,500	6,500
Total for Quarter Ending June 30, 2025	**$ 275,500**	**$ 275,500**

BACKGROUND:

In accordance with the grant process, the Accommodations Tax Advisory Committee (ATAC) held a meeting on August 19, 2025 to review the quarterly applications. There were seven (7) applications to review and make recommendations of funding to Town Council.

Funds Currently Available for Distribution:

When comparing the State Accommodations Tax collections for the quarter ending June 2025 to the same quarter of last year, the revenues are down $21,624 or approximately 4.5%, but overall, for fiscal year 2025, revenues were up $56,203 or 5.1%.

Total estimated State Accommodations Tax funds currently available for distribution are $657,128 as outlined in the following chart:

State ATAX	
Remaining from Previous Quarters	$ 422,317
3rd Quarter Revenue	435,462
First $25k to General Fund*	N/A
5% to General Fund	(21,773)
30% to DMO	(130,639)
15% to Town of Bluffton – Housing	(65,319)
Lapsed Grants	17,080
Total State ATAX Funds Remaining for Distribution	**$ 657,128**

* First $25k taken in 1st Quarter of Fiscal Year and Not Applicable (N/A) to the remaining quarters.

Funds Requested for Distribution:

- ☐ **Michael C. Riley High School Alumni Association requests $20,000 to support advertising and promotion and facilities for civic and cultural events expenses for the Phase III refurbishing of the MC Riley Commemorative Garden and Wall.**
  - The site was erected in 2002 at the former Black High School site and includes a SC Historical Roadside Marker.
  - Annually, the association hosts a Blue and Gold Dinner Banquet or an All-Classes Reunion Tailgate Picnic at the MC Riley Park.
  - This request is approximately 28% of Phase III's $72,000 budget.
  - Total visitors for prior alumni events were approximately 25%.
  - Eligible "tourism-related expenditures" include:
    - "Advertising and promotion of tourism" is budgeted at $3,500 radio and mailer communication of the facility revitalization.
    - "Facilities for Civic and Cultural Events" is budgeted at $27,710 for additional flag poles, wrought iron fencing, extended oyster tabby concrete flooring, a bronze cast iron plate with the names of all MC Riley graduates, and a lighting system for nighttime illumination.

The committee voted unanimously to recommend a total award of $20,000 presented in the chart below:

MC Riley Commemorative Garden and Wall Refurbishing – Phase III	Total Budget		Recommended ATAX Grant (approx. 27.8% of project budget)
Advertising and Promotion of Tourism:	$ 3,500		$ 3,500
Facilities for Civic and Cultural Events:	27,710		16,500
Public Facilities:	-	*	-
Municipality and County Services:	-	*	-
Tourist Transportation:	-	*	-
Project Expenses:	40,790		N/A
Total	**$ 72,000**		**$ 20,000**

* Based on percentage directly related to tourist attendance N/A – Not Applicable

☐ **Coastal Conservation Association requests $10,000 to support advertising and promotion of tourism for Celebrating Conservation Weekend in Bluffton.**

- This event is scheduled to be held September 19-21, 2025 in Old Town Bluffton.
- Approximately 30% of attendees were from out of town for the 2024 event.
- Eligible "tourism-related expenditures" include:
  - "Advertising and promotion of tourism" $10,000 recommended.

The committee voted unanimously to recommend a total award of $10,000 presented in the chart below:

Celebrating Conservation Weekend in Bluffton	Total Budget		Recommended ATAX Grant (approx. 11% of project budget)
Advertising and Promotion of Tourism:	$ 10,000		$ 10,000
Facilities for Civic and Cultural Events:	20,000		
Public Facilities:		*	
Municipality and County Services:		*	
Tourist Transportation:		*	
Project Expenses:	60,095		N/A
Total	**$ 90,095**		**$ 10,000**

N/A – Not Applicable

☐ **Society of Bluffton Artists is requesting $40,000 in support of the Getting the Word Out Project Part 2 from September 1, 2025 through August 31, 2026.**

- The total budget for the project is $226,705 with approximately 5.7% or $40,000 being requested.
- This request is from September 2025 through August 2026 to align with the organization's fiscal year, which begins September 1.
- Eligible "tourism-related expenditures" include:
  - "Advertising and promotion of tourism" budgeted at $40,446 for print and digital advertising as well as social media ads, eblasts, mailers, flyers, and posters.

The committee voted unanimously to recommend a total award of $40,000 presented in the chart below:

SOBA – FY2026 Getting the Word Ourt	Total Budget		Recommended ATAX Grant (approx. 5.7% of project budget)
Advertising and Promotion of Tourism:	$ 40,446		$ 40,000
Facilities for Civic and Cultural Events:	-		-
Public Facilities:	-		-
Municipality and County Services:	-	*	-
Tourist Transportation:	-	*	-
Project Expenses:	186,259		N/A
Total	**$ 226,705**		**$ 40,000**

* Based on percentage directly related to tourist attendance. N/A – Not Applicable.

☐ **Historic Bluffton Arts & Seafood Festival Inc. requests $80,000 to support advertising and promotion, facilities for civic and cultural events, municipal and county services, public facilities, and tourist transportation service expenses for the 2025 Arts & Seafood Festival.**

- This year's event takes place over nine days held October 11-19, 2025.
- This year's request is 35% of the $229,700 budget.
- Total visitors for the 2024 festival was approximately 40%.
- Eligible "tourism-related expenditures" include:
  - "Advertising and promotion of tourism" is budgeted at $79,000.
  - "Facilities for Civic and Cultural Events" is budgeted at $10,000 for rentals.
  - "Public facilities" is budgeted at $10,500 for parking, trash, and additional restrooms.
  - "Municipality services" is budgeted at $11,000 for additional security.
  - "Tourist Transportation" is budgeted at $5,000 for shuttle expenses.

The committee voted 6-0 with Parker recusing to recommend a total award of $80,000 presented in the chart below:

Historic Arts & Seafood Festival - 2025	Total Budget		Recommended ATAX Grant (approx. 35% of project budget)
Advertising and Promotion of Tourism:	$ 79,000		$ 70,000
Facilities for Civic and Cultural Events:	10,000		1,000
Public Facilities:	10,500	*	4,200
Municipality and County Services:	11,000	*	2,000
Tourist Transportation:	7,000	*	2,800
Project Expenses:	112,200		N/A
Total	**$ 229,700**		**$ 80,000**

* Based on percentage directly related to tourist attendance N/A – Not Applicable

☐ **Campbell Chapel Community Development Ministry is requesting $109,000 in support of phase 3 of the restoration and rehabilitation of the Historic Campbell Chapel.**

- The overall project is broken down into five phases and this request is for phase 3 that consists of exterior removals and restoration budgeted at $694,493.
- Total project costs budgeted at $2,115,313 have been adjusted for inflation and the need to address new construction issues/discoveries since the original budget created in 2023 assisted by the project architect, James O. McGhee and Landmark Preservation LLC.
- Additional support of $375,000 is being requested from Beaufort County for this phase.
- Eligible "tourism-related expenditures" include:
    - "Facilities for Civic and Cultural Events" is budgeted at $694,493 with $109,000 being requested in support.

The committee voted unanimously to recommend a total award of $109,000 presented in the chart below:

Restoration of the Historic Campbell Chapel – Phase 3	Total Budget		Recommended ATAX Grant (15.7% of project budget)
Advertising and Promotion of Tourism:	$ -		$ -
Facilities for Civic and Cultural Events:	694,493		109,000
Public Facilities:	-	*	-
Municipality and County Services:	-	*	-
Tourist Transportation:	-	*	-
Project Expenses:	-		N/A
Total	**$ 694,493**		**$ 109,000**

N/A – Not Applicable

☐ **Campbell Chapel AME Church is requesting $10,000 in support of the 162nd South Carolina Conference of the AME Church.**

- The conference is a weekend event held September 17 – 20, 2025 at the historic Campbell Chapel AME Church in Bluffton.
- The event is expected to draw approximately 1,000 participants and a minimum of 150 hotel rooms have been reserved.
- This request is approximately 12% of the conference's $80,300 total budget.
- Eligible "tourism-related expenditures" include:
    - "Advertising and promotion of tourism" is budgeted at $9,600 for posters/banners/signage, printing and distribution of materials.
    - "Public facilities" is budgeted at $2,000 for parking at three locations.
    - "Municipality services" is budgeted at $6,000 for additional security.

The committee voted unanimously to recommend a total award of $10,000 presented in the chart below:

162nd South Carolina Conference of the AME Church	Total Budget		Recommended ATAX Grant (12% of project budget)
Advertising and Promotion of Tourism:	$ 9,600		$ 7,000
Facilities for Civic and Cultural Events:	-		-
Public Facilities:	2,000	*	2,000
Municipality and County Services:	4,000	*	1,000
Tourist Transportation:	-	*	-
Project Expenses:	62,700		N/A
Total	**$ 80,300**		**$ 10,000**

N/A – Not Applicable

☐ **Historic Bluffton Foundation (HBF) requests $6,500 to support the Fall Tour of Homes event.**

- The one-day event will take place on Saturday, October 4, 2025.
- The tour will include various homes located within Old Town Bluffton starting at The Heyward House.
- This is the inaugural event with 300 attendees anticipated.
- The request is approximately 40% of the event's $16,250 budget.
- Eligible "tourism-related expenditures" include:
  - "Advertising and promotion of tourism" is budgeted at $4,500 for digital and print ads, flyers, and social media.
  - "Facilities for civic and cultural vents" is budgeted at $3,500 for tables and chairs.
  - "Public Facilities" is budgeted at $400 for trash.

The committee unanimously voted to recommend a total award of $6,500 presented in the chart below:

Fall Tour of Homes	Total Budget		Recommended ATAX Grant (40% of project budget)
Advertising and Promotion of Tourism:	$ 4,500		$ 4,500
Facilities for Civic and Cultural Events:	3,500		2,000
Public Facilities:	400	*	-
Municipality and County Services:	-	*	-
Tourist Transportation:	-	*	-
Project Expenses:	7,850		N/A
Total	**$ 16,250**		**$ 6,500**

NEXT STEPS:

Town Staff will notify organizations of award amount and requirements.

SUMMARY:

Below are the applications received for quarter ending June 30, 2025 and ATAC's recommendation for each:

Requesting Organization	Amount Requested	Amount Recommended
Michael C. Riley High School Alumni Association: Project Face-Lift (Tabled from prior quarter)	$ 20,000	$ 20,000
Coastal Conservation Association: 2024 Conservation Weekend	10,000	10,000
Society of Bluffton Artists: FY2026 Getting the Word Out-Part 2	40,000	40,000
Historic Bluffton Arts & Seafood Festival: 2025 Arts & Seafood Festival	80,000	80,000
Campbell Chapel Community Development Ministry: Historic Campbell Chapel Restoration and Rehabilitation	109,000	109,000
Campbell Chapel African Methodist Episcopal Church: 162nd South Carolina Conference of the AME Church	10,000	10,000
Historic Bluffton Foundation: Fall Tour of Homes	6,500	6,500
Total for Quarter Ending June 30, 2025	**$ 275,500**	**$ 275,500**

ATTACHMENTS:

1. ATAC draft meeting minutes from August 19, 2025
2. Michael C. Riley High School Alumni Association: Project Face-Lift Phase III Grant Application
3. Michael C. Riley High School Alumni Association: Project Face-Lift Phase III ATAC Staff Report and Scoring Sheet
4. Coastal Conservation Association: Celebrating Conservation Weekend in Bluffton Grant Application
5. Coastal Conservation Association: Celebrating Conservation Weekend in Bluffton ATAC Staff Report and Scoring Sheet
6. Society of Bluffton Artists: Getting the Word Out FY2026 Grant Application
7. Society of Bluffton Artists: Getting the Word Out FY2026 Staff Report and Scoring Sheet
8. Historic Bluffton Arts & Seafood Festival: 2025 Historic Bluffton Arts & Seafood Festival Grant Application
9. Historic Bluffton Arts & Seafood Festival: 2025 Historic Bluffton Arts & Seafood Festival ATAC Staff Report and Scoring Sheet
10. Campbell Chapel Community Development Ministry: Historic Campbell Chapel Restoration and Rehabilitation Project Grant Application
11. Campbell Chapel Community Development Ministry: Historic Campbell Chapel Restoration and Rehabilitation Project ATAC Staff Report and Scoring Sheet
12. Campbell Chapel African Methodist Episcopal Church: 162nd South Carolina Conference of the AME Church Grant Application
13. Campbell Chapel African Methodist Episcopal Church: 162nd South Carolina Conference of the AME Church ATAC Staff Report and Scoring Sheet
14. Historic Bluffton Foundation: Fall Tour of Homes Grant Application
15. Historic Bluffton Foundation: Fall Tour of Homes ATAC Staff Report and Scoring Sheet
16. Previously Funded Grant Listing
17. Recommended Motions

Accommodation Tax Advisory Committee Meeting

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

August 19, 2025

This meeting can be viewed live on BCTV, on Sparklight Channel 9 and 113 or on Spectrum Channel 1304.

II. CALL TO ORDER

Chair Parker called the meeting to order at 6:00 p.m.

III. ROLL CALL

PRESENT
Chairperson Christy Parker
Vice Chair Sam Britt
Nate Pringle
Ellen Shumaker
Scott Thrasher
Jean Wilson
Michael Garibaldi

IV. ADOPTION OF MINUTES

1. Meeting Minutes of May 20, 2025

   Motion to approve minutes as drafted made by Pringle, Seconded by Vice Chair Britt.
   Voting Yea: Chairperson Parker, Vice Chair Britt, Pringle, Shumaker, Thrasher, Wilson, Garibaldi

V. PUBLIC COMMENT

VI. FINANCIAL REPORT

Shannon Milroy, Budget & Procurement Manager, reported an increase of 5.1% in revenues during FY2025 over FY2024. Funds available for distribution equal $657,128. There are seven (7) applications to consider this quarter totaling $275,500 in requested funding.

VII. OLD BUSINESS

1. Grant Application Q&A: Michael C. Riley High School Alumni Association - Project Face-Lift

   Motion to recommend award of $20,000, subject to final permitting, to Town Council made by Vice Chair Britt, Seconded by Garibaldi.
   Voting Yea: Chairperson Parker, Vice Chair Britt, Pringle, Shumaker, Thrasher, Wilson, Garibaldi

VIII. NEW BUSINESS

1. Election of Officers: Chair

   Shumaker nominated and motioned for Christy Parker to remain as Chair of the committee. Seconded by Vice Chair Britt.

DRAFT

Voting Yea: Chairperson Parker, Vice Chair Britt, Pringle, Shumaker, Thrasher, Wilson, Garibaldi

2. Election of Officers: Vice-Chair

   Garibaldi nominated and motioned for Sam Britt to remain as Vice-Chair. Seconded by Chairperson Parker.
   Voting Yea: Chairperson Parker, Vice Chair Britt, Pringle, Shumaker, Thrasher, Wilson, Garibaldi

3. Grant Application Q&A: Coastal Conservation Association - Celebrating Conservation Weekend in Bluffton

   Motion to recommend award of $10,000 to Town Council made by Thrasher, Seconded by Shumaker.
   Voting Yea: Chairperson Parker, Vice Chair Britt, Pringle, Shumaker, Thrasher, Wilson, Garibaldi

4. Grant Application Q&A: Society of Bluffton Artists - Getting the Word Out Part 2

   Motion to recommend award of $40,000 to Town Council made by Garibaldi, Seconded by Wilson.
   Voting Yea: Chairperson Parker, Vice Chair Britt, Pringle, Shumaker, Thrasher, Wilson, Garibaldi

5. Grant Application Q&A: Historic Bluffton Arts & Seafood Festival Inc. - Historic Bluffton Arts & Seafood Festival

   Motion to recommend award of $80,000 to Town Council made by Wilson, Seconded by Shumaker.
   Voting Yea: Vice Chair Britt, Pringle, Shumaker, Thrasher, Wilson, Garibaldi
   Voting Abstaining: Chairperson Parker

6. Grant Application Q&A: Campbell Chapel Community Development Ministry - Historic Campbell Chapel Restoration and Rehabilitation

   Motion to recommend award of $109,000 to Town Council made by Vice Chair Britt, Seconded by Pringle.
   Voting Yea: Chairperson Parker, Vice Chair Britt, Pringle, Shumaker, Thrasher, Wilson, Garibaldi

7. Grant Application Q&A: Campbell Chapel AME Church - 162nd South Carolina Conference of the AME Church

   Motion to recommend award of $10,000 to Town Council made by Garibaldi, Seconded by Wilson.
   Voting Yea: Chairperson Parker, Vice Chair Britt, Pringle, Shumaker, Thrasher, Wilson, Garibaldi

8. Grant Application Q&A: Historic Bluffton Foundation - Fall Tour of Homes

   Motion to recommend award of $6,500 to Town Council made by Thrasher, Seconded by Wilson.

DRAFT

Voting Yea: Chairperson Parker, Vice Chair Britt, Pringle, Shumaker, Thrasher, Wilson, Garibaldi

IX. DISCUSSION

X. ADJOURNMENT

Motion to adjourn made by Pringle, Seconded by Vice Chair Britt.
Voting Yea: Chairperson Parker, Vice Chair Britt, Pringle, Shumaker, Thrasher, Wilson, Garibaldi

Meeting adjourned at 7:12 p.m.

XI. NOTES:

- Town Council will review recommendations at the TUESDAY, SEPTEMBER 9, 2025, 5:00 P.M. meeting.
- Please be reminded that all advertising sponsored with Town of Bluffton ATAX dollars must incorporate the Bluffton Heart of the Lowcountry brand logo.
- All funds awarded must be committed within two (2) years of award.
- Next deadline for ATAX applications is by 5 P.M., TUESDAY, SEPTEMBER 30, 2025.

DRAFT

Milroy, Shannon

From: noreply@civicplus.com
Sent: Friday, March 14, 2025 12:15 PM
To: ATax Communications
Subject: Online Form Submittal: Accommodations Tax Grant Application

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

Accommodations Tax Grant Application

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Accommodations Tax Grant Application Instructions	Accommodations Tax Grant Application Instructions
Accommodations Tax Grant Application Instructions	I have read and acknowledged the Town of Bluffton, SC Accommodations Tax Grant Application Instructions.
	(Section Break)
Application Date	3/5/2025
Project Name	Project: Face-Lift (Phase III)
Project/Event Location	MC Riley Park -- 185 Goethe Road
Is this a new project or event?	No
Project/Event Start Date:	1/15/2025
Project/Event End Date	10/30/2025
Multi-Year Project/Event?	Yes

Total Project Costs	$72,000
Total ATAX Funds Requested	$20,000
Percent of Total Budget	28%
Date the funds are needed:	4/28/2025
Full Legal Organization Name	Michael C. Riley High School Alumni Association
Address	PO Box 451
Street Address Line 2	185 Goethe Road
City	Bluffton
State	SC
Zip Code	29910
Applicant must be designated as a non-profit entity to receive ATAX funds. Is your entity a non-profit organization?	Yes

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Organization Primary Point of Contact

First Name	George
Last Name	I Bush
Title	Program Director
Phone Number	843-412-2572
E-mail Address	geoarie2@comcast.net

(Section Break)

Organization Secondary Point of Contact

First Name	Murray

Last Name	Christopher
Title	Project Director
Phone Number	843-422-2970
E-mail Address	ashante@roadrunner.com

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Project Description:

The MC Riley Commemorative Garden and Wall, and the SC Historical Roadside Marker were erected at the former Black High School site in 2002 -- MC Riley Park, 185 Goethe Road; the unveiling took place on July 6, 2002; the facility was erected in commemoration and tribute to graduates, attendees, teachers and staff of the former school. The facility became an "immediate tourist attraction."

Through the years, due to lack of proper care, the facility drifted into obscurity; the thick plant foliage simply took over the facility; the commemorative wall, in particular, had become unnoticeable. Refurbishing the facility had become a priority. The MC Riley High School Alumni Association was reconvened in 2022; a plan was developed to make "lasting improvements to the facility"; the plan was named Project: Face-Lift.

Project: Face-Lift is designed and implemented to refurbish, revitalize and expand the entire facility. The Project is being completed in three Phases. Phase I began in February of 2023 and completed in September of 2023; Phase II began in October of 2023 and completed in October of 2024. Phase III started in January of 2025 and is scheduled to be completed in October of 2025.

Phase I included the followings: 1) formulate plans for refurbishing facility, 2) develop a funding infrastructure, 3) make plans known to graduates and/or MC Riley attendees, 4) site prep -- removal of over-grown plants and debris, 5) establish Association website and 6) secure the services of Landscape Architect.

Phase II included the following: 1) install two 20' flagpoles, 2) install front wrought iron fence w/two wrought iron gates, 3) install two benches for sitting, 4) extend the "front oyster shell tabby flooring", 5) install "gold hawk emblem", centered on top of the wall, 6) steam wash and re-paint concrete balls & mildewed brick pillars.

The work of Phase III is designed to create a back entrance to

	the facility, enabling entrance to the facility from the park area; the back entrance will very much mirror the front entrance in design and content, with a few exceptions. The following objectives will be completed: 1) erect two additional pillars, 2) install two additional flagpoles, 3) install additional 50' of wrought iron fencing w/single gate entrance, 4) extend "oyster tabby concrete floor", as needed, 5) on back wall, install "bronze cast iron plate -- 36" x 24""with names of all MC Riley graduates embossed upon it, 6) install "lighting system", allowing for nighttime full illumination of the Facility, and 7) make the facility a "low maintenance facility." The completion of Phase III will signal the completion of Project: Face-Lift.
List any required permits, if applicable. If none, type “N/A":	N/A
Describe all planned advertising and marketing for this project/event:	Plans for revitalization of the facility were communicated to former students, teachers, staff, friends, patrons, etc., via postal mail, radio fundraising telethon, Association website, circulars to churches, businesses, etc. Letters were sent out to all graduates and attendees that we had or were able to get addresses for.
Please list all media outlets you intend to utilize for your project/event (i.e. names of magazines, TV and radio stations, etc.):	Praise 94.5 Radio Station -- broadcasting out of Beaufort County and TV public service advertisement that covers Beaufort, Jasper and Chatham counties.

All advertising/marketing paid for with Town of Bluffton Accommodations Tax dollars must incorporate the branding shown here: Town of Bluffton Brand Standards. The use of the Town’s logo must meet the design standards outlined at the aforementioned link and be approved by the Town. Designs may be submitted electronically using this link. Please allow five (5) business days for approval.

Impact on or Benefit to Tourism:	Yearly, we plan and put on a Blue and Gold Dinner Banquet or an All-Classes Reunion Tailgate Picnic; both of these events bring in former graduates/attendees and their family members from as far away as California. Usually, about 25% of the participants come in from out of town. The Dinner Banquet usually accommodate 200 people and the Reunion Tailgate Picnic, which is held at the MC Riley Park, accommodate upwards of 250 people. Participants coming in from out of town

	usually arrive on Thursday and stay for at least four days; they stay in the local hotels, eat in the local restaurants, etc., and always expressed how much they enjoy their stay in Bluffton.

***"Tourist"* means a person who does not reside within the corporate limits of the Town or within a Town zip code that takes a trip into the corporate limits of the Town for any purpose, except daily commuting to and from work.**

***"Travel"* and *"Tourism"* mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.**

Additional Comments:	Project: Face-Lift was communicated to Beaufort County Department of Parks and Recreation; we met with Beaufort County Parks and Recreation Reps and had a detailed discussion of the Project; as a group, they voiced their support and has been very helpful, when called upon.

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

FINANCIAL INFORMATION

To download the Town's required Line-Item Budget Form, click here: https://www.townofbluffton.sc.gov/DocumentCenter/View/4295/ATAX-Grant-Application-Line-Item-Budget-Form

Download and save the form and hit "Back" in your web browser to return to the application. Once the form is completed, attach it on the following line.

Town's required Line-Item Budget Form:	ATAX-Grant-Application-Line-Item-Budget-Form.pdf
Most Recent Fiscal Year Balance Sheet and Profit and Loss Accounting Statement	MC RILEY 2024 REVENUE AND EXPENSE REPORT.docx
Financial Guarantee	MC RILEY MINUTES DECEMBER 13 2022.pdf

Applicant must provide a copy of official minutes wherein the sponsoring organization approves the project and commits the organization to financial responsibility for carrying it out to the stage of completion.

Please attach Budget vs. Actual statements for prior two years events.	MC RILEY 2022 2023 2024 FINANCIAL STATEMENTS.pdf
Please attach Budget vs. Actual statements for prior two years events.	IRS DETERMINATION LETTERS.pdf

(Section Break)

Have you requested, received, or been awarded ATAX funding from other state or local entities for this project/event?	No
Have you received or been awarded ATAX funding from other state or local entities for any other project/event?	No

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

PRIOR RECIPIENT'S REPORT

If your organization has received ATAX funding from the Town of Bluffton in previous years, you must complete the below information.

If you have not received ATAX funding from the Town of Bluffton, please answer "No" and skip this section, and sign and submit your application.

Has your organization previously received ATAX funds from the Town of Bluffton?	No

(Section Break)

Please attach a copy of your organization's IRS Designation Letter	IRS DETERMINATION LETTERS_1.pdf

showing your non-profit status .	
Please upload a copy of your current Town of Bluffton Business License, which is required of all applicants.	IRS DETERMINATION LETTERS_2.pdf
Additional Application Documents	MC Riley HS Alumni Association Board of Directors 3.docx
Additional Application Documents	PROJECT FACE LIFT 3D RENDITION.pdf
Additional Application Documents	*Field not completed.*
Additional Application Documents	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

All applicants will be required to come before the Accommodations Tax Advisory Committee (ATAC) and answer any and all questions when scheduled to do so.

Any organization awarded funds for advertising/marketing must incorporate the Bluffton Heart of the Lowcountry brand logo in all promotional materials and advertising.

The South Carolina Freedom of Information Act (FOIA) defines a "public body" as any organization or corporation supported in whole or in part by public funds or expending public funds. If awarded, your organization's acceptance of public funds from the Town of Bluffton may cause your organization to come within the meaning of "public body" as defined by the Freedom of Information Act. S.C. Code Ann. §30-4-10, et seq. (Supp. 2002). Accordingly, this is to advise that by accepting public funds, your organization may be subject to the South Carolina Freedom of Information Act.

By submitting this application, the organization certifies that it has read and understands the paragraphs above. The organization additionally certifies that it does not discriminate in any manner on the basis of race, color, national origin, age, sex, disability, religion, or language and that all funds that may be received by the applicant organization from the Town of Bluffton, South Carolina will be solely used for the purposes set forth in this application and

will comply with all laws and statutes, including the South Carolina Code of Laws regarding Allocations of Accommodations Tax Revenues.

By typing your name below, you are signing this application electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this application.

Signature	George Bush Jr
Signatory's Title or Position	Program Director

Email not displaying correctly? View it in your browser.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TR

Date: JUN 20 2001

MICHAEL C RILEY HIGH SCHOOL ALUMNI
ASSOCIATION
C/O GEORGE I BUSH JR
PO BOX 2068
BLUFFTON, SC 29910

Employer Identification Number:
57-1089797
DLN:
17053080015001
Contact Person:
CHITRA MAMLATDARNA ID# 52471
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware

Letter 947 (DO/CG)

State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

5/18/2024

Michael C. Riley High School Hi
George Bush Jr
2530 FLAMINGO DR
CHARLESTON, SC29414-5697

RE: Registration Confirmation

Charity Public ID: P67593

Dear George Bush Jr:

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on 5/15/2025.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to $2,000.00.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

K. Wickersham

Kimberly S. Wickersham
Director, Division of Public Charities

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

REVENUES

Revenues - Cash

Sponsorships	$	
Donations	$	2500
ATAX Grants/Funding from Other Entities*	$	6000

** Do **NOT** include anticipated award funds requested in this application*

Other Grants (please name):	$	
Vendor Fees	$	
Registration Fees	$	
Other Fees (please name): Radio Telethon Fundraiser	$	7000
Other Fees (please name):	$	
Mercandise Sales	$	750
Other Sales (please name): MC Riley Dinner Banquet	$	12500
Other Sales (please name): Pritchardville Tribute Breakfast	$	2250
Other Revenue (please name): Olde School Record Hop	$	3750
Other Revenue (please name): MC Riley Commemorative Calendar Sales	$	2250

Revenues - In-Kind Contributions

Volunteer Hours	$	
Donated Items	$	
Donated Services	$	
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	

Total All Revenue Sources: **$** 37000

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

	Amount
Advertising & Promotion of Tourism or Arts and Cultural Events	
Local Newspaper/Digital Advertising	$
Regional Newspaper/Digital Advertising	$
National Newspaper/Digital Advertising	$
Local Magazine/Digital Advertising	$
Regional Magazine/Digital Advertising	$
National Magazine/Digital Advertising	$
Local Radio Advertising	$
Regional Radio Advertising	$ 2500
National Radio Advertising	$
Local Television Advertising	$
Regional Television Advertising	$
National Television Advertising	$
Billboards	$
Social Media Advertising	$
E-mail and/or Text Blasts	$
Postcards/Mailers	$ 500
Posters/Banners/Signage	$ 500
Graphic Design of Marketing/Writing or Press Releases	$
Web Hosting for **Event** (not organization)	$
Other (please name):	$
Other (please name):	$
Other (please name):	$
Other (please name):	$
Other (please name):	$
Facilities for Civic and Cultural Events	
Rentals: Tables, Chairs, Stages, Tents	$
Rental: Sound, Audio Equipment	$
Construction	$
Repairs to Facilities	$
Maintenance of Facilities	$
Other (please name):Campbell Chapel Fellowship Hall Rental for Banquet	$ 2500
Other (please name):	$
Other (please name):	$

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

	Amount
Tourist Transportation	
Company Name:	$
Company Name:	$
Public Facilities	
Temporary/Portable Restrooms	$
Permanent Restrooms	$
Parks	$
Parking Lots	$
Other (please name): Project: Face-Lift	$ 25210
Other (please name):MC Riley Blue & Gold Dinner Banquet	$ 7500
Municipality and County Services	
Dumpster Rental/Trash Hauling	$
Security Provided by Bluffton Police Department	$
Security **NOT** Provided by Bluffton Police Department	$
Total of ATAX Eligible Expenses:	$ 38710

Other/Ineligible Expenses

Applicants should list all other project/event expenses that are not eligible for ATAX funds and not listed above.

Item	Amount
	$ 0
Radio Telethon Fundraiser	$ 2500
Pritchardville Tribute Breakfast	$ 2500
	$
Association's Education Fund	$ 2000
MC Riley Olde School Record Hop	$ 4000
MC Riley 2026 Commemorative Calendar	$ 2000
Christmas Parade	$ 1400
MC Riley Mementos	$ 1000
Office Supplies	$ 1000
	$
	$
Total of Other/Ineligible Expenses:	$ 16400
Total Project/Event Budget:	**$** 49900
Total Project/Event Profit or Loss	**$** -12900

MC RILEY ALUMNI ASSOCIATION
REVENUE AND EXPENSE REPORT
2024
JANUARY 1, 2024, TO DECEMBER 31, 2024

CATEGORIES:	**Budgeted Revenue:**	**Actual Revenue:**	**Ending Expense:**	**+/- Balance:**
Project: Face-Lift (*Phase II)*	$13,000	$12,000	$8,000	$4,000
Radio Telethon Fundraiser	$8,000	$7,750	$2,200	$5,550
Olde School Record Hop	$3,500	$3,125	$3,300	($175)
LB Breakfast Buffet Tribute	$2,500	$2,000	$3,100	($1,100)
Meet & Greet	-0-	-0-	$350	($350)
All-Classes Reunion & Picnic	-0-	-0-	$750	($750)
MC Riley Mementos Sale	$500	$780	$325	$455
Miscellaneous	$2,500	$2,500	$3,150	($650)
TOTAL:	**$30,000**	**$28,155**	**$21,175**	**$6,980**

2024 Revenue Sources

REVENUE SOURCE:	**CATEGORY:**	**AMOUNT:**
Beaufort Fund	General Project Support	$5,000
Bargain Box	General Project Support	$1,000
Radio Telethon Fundraiser	General Project Support	$7,750
Individual Donations	General Project Support	$12,125
MC Riley Mementos Sale	General Project Support	$780
Parker’s Kitchen Fund	Breakfast Buffet Tribute	$1.500
TOTAL:		**$28,155**

MC Riley HS Alumni Association
MINUTES – Meeting on Tuesday, December 13, 2022

Opening Prayer – the opening prayer was led by the Walter Williams

Roll Call – the following alumni were present: Walter Williams, Murray Christopher, Ben Driessen, George Bush, Jr., Carolyn Brown, Anne Cooke, Lula Ford, Mattie Edwards, Margaret Frazier-Price, Issac Bryant, Sharon Wilborn-Brown and Joe Louis Nelson

Minutes: Minutes from the previous meeting of the Board were read, reviewed and approved by the Board.

Financial Report: Ben Driessen, Treasurer, provided the financial report; November's expenditures were $256, payment for postal box rental; income for the month was $680; all from Alumni dues; the checking account total as of Tuesday, December 13, 2022, is $9,230.

Program and Project Director's Report:
George Bush, Program Director, presented a "comprehensive plan" for making improvements to the Commemorative Garden and Wall and the SC Historical Roadside Marker – he named the plan, Project: Face-Lift; he asserted that Project: Face-Lift will unfold in three phases, I, II and III; the total Project is estimated at approximately $70,000. After a full discussion, a vote of approval was taken; the Project was approved by an "unanimous vote." The Board approved moving forward with the Project.

George Bush and Murray Christopher presented suggestions for completing Phase I of the Commemorative Garden and Wall; goals and objectives were formulated; Murray Christopher suggested getting a landscape architect to do a "rendition plan" of the proposed upgrade. He will work on selecting a "landscape architect. Carolyn Brown is to begin putting together a "master list" of names, addresses and contact info on all living alumni.
The class of 1965 committed $10,000 to the Project and $1,000 towards the Association's Blue and Gold Dinner Banquet scheduled for the Saturday, October 21, 2023; Phase I of Project: Face-Lift is scheduled for completion and unveiling – December of 2023.

Fund Raising – funds will be requested from foundations, family trusts, alumni, individuals, churches, businesses, etc.; also, the Association will sponsor fund raisers such as raffles, telethons, etc. The Program Director, George Bush, Jr., in collaboration with the Project Director, Murray Christopher will be responsible for all "written proposals" sent to foundations, family trusts, businesses, churches, etc.

New Business: at the next board meeting, committees will be created for planning and executing the alumni picnic, advertisement, communicating with alumni, etc. The next Association meeting is scheduled for Tuesday, January 17, 2023.

Remarks: Carolyn Brown suggested that we all should start, informally, contacting local alumni and telling them about the Project and inviting them to attend the board meetings; this is in addition to the written communication sent to them by George Bush, Jr., Program Director

Closing: meeting adjourned at approximately 12 noon; the closing prayer was led by Murray Christopher

Anne Cooke
Submitted by Anne Cooke, Secretary

MICHAEL C. RILEY ALUMNI ASSOCIATION
REVENUE AND EXPENSE REPORT
JANUARY 1, 2022, TO DECEMBER 31, 2022

CATEGORIES:	Budgeted Revenue:	Actual Revenue:	Ending Expense:	+/- Balance:
Surveying, Permits, Rentals and Site Prep	$5,000	$5,000	$3,500	$1,500
Website Construction	$5,000	$5,000	-0-	$5,000
MC Riley Ad Supported Journal	$5,000	$5,000	-0-	$5,000
Support for Schools	$3,000	$1,000	-0-	$1,000
SC Historical Marker "circle of honor"	$5,000	$5,000	-0-	$5,000
Masonry Work (pavers and Hardware installation)	$2,000	$2,000	-0-	$2,000
Office Supplies	$5,000	$2,000	$950	$1,050
TOTAL:	**$30,000**	**$25,000**	**$4,450**	**$20,550**

2022 REVENUE SOURCES

REVENUE SOURCE:	CATEGORY:	AMOUNT:
Revenue from Ad Journal	General Program Support	$5,000
You Know You're from Bluffton When…	General Program Support	$500
Bargain Box	General Program Support	$5,000
Radio Telethon Fundraiser	General Program Support	$5,000
Donations (graduates and attendees)	General Program Support	$9,500
TOTAL:		**$25,000**

MC RILEY ALUMNI ASSOCIATION
2023 REVENUE AND EXPENSE REPORT

CATEGORIES:	Budgeted Revenue:	Actual Revenue:	Ending Expense:	+/- Balance:
Project: Face-Lift *(Phase I)*	$12,000	$12,000	$11,260	$740
Education Fund	$2,000	$2,000	$1,000	$1,000
Website Construction	$5,000	$6,000	$4,500	$1,500
MC Riley Legacy Journal	$6,000	$6,000	$6,200	($200)
2023 Commemorative Calendar	$3,000	$3,000	$2,200	$800
MC Riley Dinner Banquet	$10,000	$12,000	$10,850	$1,150
Radio Telethon Fundraiser	$4,000	$4,500	$1,650	$2,850
Office Supplies	$2,000	$2,000	$1,360	$640
TOTAL:	**$44,000**	**$47,500**	**$39,020**	**$8,480**

2023 REVENUE SOURCES

REVENUE SOURCES:	CATEGORY:	AMOUNT:
Beaufort Fund	General Program Support	$5,000
Bargain Box	Project: Face-Lift	$3,000
Commemorative Calendar Sales	General Program Support	$3,000
MC Riley Dinner Banquet	General Program Support	$12,000
Radio Telethon Fundraiser	General Program Support	$4,500
MC Riley Legacy Journal Sales	General Program Support	$6,000
Commemorative Calendar Sales	General Program Support	$3,000
Individual Donations	General Program Support	$11,000
TOTAL:		**$47,500**

MC RILEY ALUMNI ASSOCIATION
REVENUE AND EXPENSE REPORT
2024
JANUARY 1, 2024, TO DECEMBER 31, 2024

CATEGORIES:	Budgeted Revenue:	Actual Revenue:	Ending Expense:	+/- Balance:
Project: Face-Lift (*Phase II)*	$13,000	$12,000	$8,000	$4,000
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TOTAL:	**$30,000**	**$28,155**	**$21,175**	**$6,980**

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MC Riley Mementos Sale	General Project Support	$780
Parker's Kitchen Fund	Breakfast Buffet Tribute	$1.500
TOTAL:		**$28,155**

Project: Face-Lift



"FINISHED PRODUCT RENDITION"

MC RILEY HS ALUMNI ASSOCIATION BOARD OF DIRECTOR

Name and Address	Data Information	Meetings Attended	Affiliations
George Bush, Jr., Program Director 2530 Flamingo Drive Charleston, SC 29414	843-412-2572 geoarie2@comcast.net	1 of 1	Class of '1965 Graduate
Murray Christopher, Project PO Box 21223 Director Hilton Head Island, SC 29923	843-422-9760 ashante@roadrunner.com	1 of 1	Class of '1965 Graduate
Ben Driessen Treasurer PO Box 21125 Hilton Head Island, SC 29925	843-683-1947 abdulx@roadrunner.com	0 of 1	Class of '1965 Graduate
Sharon Wilborn-Brown, Acting 12 Elizabeth Road-Asst Treasurer Hilton Head Island, SC 29926	803-974-0372 s_wilborn@hotmail.com	1 of 1	MC Riley Attendee
Carolyn Brown 1402 E. 34th Street Savannah, Ga 31404	912-228-0196 carolynfbrown52@yahoo.com	0 of 1	MC Riley Attendee
Shirley Camacho, Acting Secretary 299 Station Parkway Bluffton, SC 29910	843-263-8014 scamacho70@yahoo.com	1 of 1	Class of '1967 Graduate
Anne Cooke 37 Thomas Heyward Street Bluffton, SC 29910	843-298-5432 alcooke14@gmail.com	1 of 1	Class of '1962 Graduate
Isaac Bryant 1 Mike Drive Okatie, SC 29936	843-415-6279	0 of 1	Class of '1968 Graduate
Theodore Frazier (Teddy) 4524, 9th Street, N.W Washington, DC 20011	202-560-4609 frazierlloyd@live.com	0 of 1	MC Riley Attendee
Lula Ford PO Box 432 Bluffton, SC 29910	843-290-4819	1 of 1	MC Riley Attendee
Mattie M. Edwards PO Box 1092 Bluffton, SC 29910	843-757-6682 917-773-5670	1 of 1	Class of '1969 Graduate
Margaret Frazier 147 Simmonsville Road Bluffton, SC 29910	917-717-2396	1 of 1	Class of 1966 Graduate
Curtis Howard 160-10-89th Ave., Apt. 3-A Jamaica, NY 11432	917-602-2152 cgothe254@gmail.com	1 of 1	Class of 1965 Graduate
Barbara Uzzle 139 Old Miller Road Bluffton, SC 29910	843-540-2221, 843-757-7503 uzzlebarbara@yahoo.com	1 of 1	Friend of MC Riley

ACCOMMODATIONS TAX ADVISORY COMMITTEE STAFF REPORT
Department of Finance & Administration

MEETING DATE: August 19, 2025
SUBJECT: Michael C. Riley High School Alumni Association: Project Face-Lift (Phase III)
PROJECT MANAGER: Shannon Milroy, Budget & Procurement Manager

Summarized below is the application from the Michael C. Riley High School Alumni Association for Accommodations Tax grant dollars in support of Phase III of the refurbishing of the MC Riley Commemorative Garden and Wall.

Total Budget, per application: **$72,000**
Requested Amount: **$20,000**
Percentage of Request^: **27.8%**
^Includes up to 100% for Advertising & Promotion plus up to 50% of remaining expenses

Eligible Tourism-Related Expense Categories (per SC Code of Laws)	Total Budget for Category, per budget form		Budget Items Eligible for ATAX Funds
Advertising & Promotion of Tourism or Arts and Cultural Events	$3,500		
Facilities for Civic and Cultural Events	27,710		
Public Facilities		*	
Municipality and County Services		*	
Tourist Transportation		*	
Other/Ineligible Project Expenses	23,900		
Total	**$55,110**		

*Reimbursement will be based on the estimated percentage of tourists provided for

Budgeted Expenses Summary:

Advertising & Promotion:
Total Budget: $3,500

- Plans for the revitalization of the facility were broadcast over regional radio and communicated via letters/mailers to former students, teachers, staff, friends and patrons; circulars were issued at churches and businesses.

Facilities for Civic and Cultural Events:
Total Budget $27,710

- Phase III of the project encompasses adding a back entrance to the facility that includes additional flag poles, wrought iron fencing, extended oyster tabby concrete flooring, a bronze cast iron plate with the names of all MC Riley graduates and a lighting system to allow for nighttime illumination of the entire facility.

Other/Ineligible Expenses:
Total Budget: $23,900

- Fundraising expenses, 2026 commemorative calendar, mementos and office supplies

Table Rating (Scores 0-5 with 5 satisfying the qualifications best, exception Advertising 0-15)

Amount Requested	Tourist Facilities (15)	Tourism Draw % (5)	Benefit to Tourism (5)	Self-Sufficiency % (5)	Misc. (10)	Total of 40 possible	Comments
$20,000	4	2	3	4	5	10	

Tourist Facilities: The MC Riley Commemorative Garden and Wall facility and SC Historical Roadside Marker, originally erected in 2002 at the former Black High School site, serves as tribute to graduates, attendees, teachers and staff of the former school and became an "immediate tourist attraction". Due to deterioration over the years, the MC Riley High School Alumni Association reconvened to refurbish, revitalize, and expand the structure. Phases I (planning, fundraising, site prep) and II (front of structure rehab) are complete; funds are requested to assist with Phase III which will conclude this revitalization project.

Tourism Draw %: The below mentioned alumni events typically attract a 25% tourist attendance.

Benefit to Tourism: Every year, the Alumni Association hosts a Blue and Gold Dinner Banquet or an All-Classes Reunion Tailgate Picnic, which is held at MC Riley Park where the commemorative garden and wall is located; both events bring in alumni and their families who usually arrive on Thursday and stay for at least four days, staying in local hotels and eating in local restaurants.

Self-Sufficiency % (Financial Need): The request is approximately 28% of Phase III's construction budget of $72,000. The remainder will come from donations, fundraising, and calendar sales.

Previous Funding Amounts						
Fiscal Year	**Requested Amount**	**% of Budget**	**Advisory Committee Recommendation**	**Town Council Approved**	**Expended**	**Comments**
n/a						

Accommodations Tax Committee Recommendations and Comments:

_____

The Committee recommends funding $_____ for _____.

TOWN OF BLUFFTON ATAX GRANT APPLICATION SCORING SHEET

Entity: **Michael C. Riley High School Alumni Association** Project: **Project Face-Life (Phase III)** Project Type: **Facilities**

Scoring Category	Points Possible	Points Awarded
ADVERTISING	**15**	
Part 1: Five (5) points possible. Based on how much of the requested funds go toward advertising.		
0% of funds go toward advertising	**0 points**	
1% - 20% of funds go toward advertising	**1 point**	
21% - 40% of funds go toward advertising	**2 points**	
41% - 60% of funds go toward advertising	**3 points**	
61% - 80% of funds go toward advertising	**4 points**	
81% - 100% of funds go toward advertising	**5 points**	
Part 2: Ten (10) points possible. Based on where the advertising is placed.		
None of the funds go toward advertising	**0 points**	
Local newspapers/periodicals and electronic advertising (ex. Island Packet, The Bluffton Sun)	**2 points**	
Local guides/periodicals specifically geared toward tourists with a shelf life of more than 30 days	**4 points**	
Larger regional publications and electronic marketing within 100 miles (ex. Charleston or Savannah news outlets)	**6 points**	
Newspapers/periodicals/electronic marketing to large, metropolitan areas outside of 100 miles away (ex. Atlanta, Charlotte, Washington, D.C., Chicago)	**8 points**	
Nationally distributed newspapers/periodicals/electronic marketing (ex. USA Today, NY Times, Southern Living Magazine)	**10 points**	
TOURIST FACILITIES	**15**	
Higher point value given based on anticipated ratio of tourists to locals		
FESTIVAL/EVENT	**5**	
Higher point value given to requests for festivals or events		
Length of event/festival should be considered. Is it an all-day event versus a two-hour event? Multi-day event?		
BLUFFTON EVENT	**5**	
Higher point value given to events held within the town limits of Bluffton and/or spanning multiple locations		
TOURISM DRAW	**5**	
0% of attendees are tourists based on historical or projected information	**0 points**	
1% - 20% of attendees are tourists based on historical or projected info	**1 point**	
21% - 40% of attendees are tourists based on historical or projected info	**2 points**	
41% - 60% of attendees are tourists based on historical or projected info	**3 points**	
61% - 80% of attendees are tourists based on historical or projected info	**4 points**	
81% - 100% of attendees are tourists based on historical or projected info	**5 points**	
BENEFIT TO TOURISM (LOCAL ECONOMY)	**5**	
Higher point value given to events that encourage overnight stays and/or have local business participation		
SELF SUFFICIENCY	**5**	
100% of budget from ATAX request	**0 points**	
80% - 99% of budget from ATAX request	**1 point**	
60% - 79% of budget from ATAX request	**2 points**	
40% - 59% of budget from ATAX request	**3 points**	
20% - 39% of budget from ATAX request	**4 points**	
1% - 19% of budget from ATAX request	**5 points**	
MISCELLANEOUS	**10**	
Only use if applicant does not qualify as a festival/event		
Group Average Point Total (out of a possible 40 points)		
Group Average Percentage		

Milroy, Shannon

From: noreply@civicplus.com
Sent: Monday, June 23, 2025 12:14 PM
To: ATax Communications
Subject: Online Form Submittal: Accommodations Tax Grant Application

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

Accommodations Tax Grant Application

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Accommodations Tax Grant Application Instructions	Accommodations Tax Grant Application Instructions
Accommodations Tax Grant Application Instructions	I have read and acknowledged the Town of Bluffton, SC Accommodations Tax Grant Application Instructions.
	(Section Break)
Application Date	6/20/2025
Project Name	CELEBRATING CONSERVATION WEEKEND IN BLUFFTON
Project/Event Location	BLUFFTON
Is this a new project or event?	No
Project/Event Start Date:	9/19/2025
Project/Event End Date	9/21/2025
Multi-Year Project/Event?	No

Total Project Costs	$90,095.00
Total ATAX Funds Requested	$10,000.00
Percent of Total Budget	11%
Date the funds are needed:	8/29/2025
Full Legal Organization Name	COASTAL CONSERVATION ASSOCIATION
Address	3021 MCNAUGHTON DRIVE, SUITE 10
Street Address Line 2	*Field not completed.*
City	COLUMBIA
State	SC
Zip Code	29223
Applicant must be designated as a non-profit entity to receive ATAX funds. Is your entity a non-profit organization?	Yes

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Organization Primary Point of Contact

First Name	ERIK
Last Name	DELONG
Title	CHAIRMAN
Phone Number	843-540-6241
E-mail Address	apdkings@hotmail.com

(Section Break)

Organization Secondary Point of Contact

First Name	Mary

Last Name	O'NEILL
Title	MARKETING
Phone Number	843-815-2472
E-mail Address	maryaoneill6@aol.com

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Project Description:

Coastal Conservation Association (CCA) is an organization of strong state chapters comprised of avid recreational fishermen who have banded together to address conservation issues nationally and within their respective states. Our local Bluffton chapter was formed in 2015 and continues to grow each year with strong emphasis on conservation efforts. Our local waterways and their marine life are of utmost importance to us and our very lifestyle. Our conservation efforts include building 3 oyster reefs in the Bluffton area with our 4th coming up in August. Other conservation milestones we have supported in the Bluffton area: the Annual kids fishing tournament during the HBASF which has grown each year since its inception; we have added 2 boats to the near shore reef Betsy Ross and a barge to the Beaufort 45 all within the last 3-4 years. We have made countless donations to Waddell Mariculture Center, research grants and back in 2018-2019 purchased thousands of paper straws which were donated to local restaurants. “We work to protect not only the health, habitat and sustainability of our marine resources, but also the interests of recreational anglers and their access to the resources they cherish.” Attached is our one pager describing all of our state accomplishments.

Since Ecotourism is a driving force in today’s world and is an area of tourism that has been growing steadily, we have decided to expand into that realm. Ecotourism often involves travel to destinations where natural resources and cultural heritage are the primary attractions and focuses on local culture, volunteering, personal growth, and learning new ways to live on the planet. Ecotourism can motivate individuals to lead more environmentally conscious lives by giving tourists the chance to learn about and interact with the natural world. This can help to raise awareness about environmental issues and promote sustainable practices more broadly. In conclusion, the role of ecotourism is to promote and preserve the natural environment and both large scale and small scale attractions play an important role in the economy of the surrounding area and of course our area readily fits the bill for successful ecotourism events.

We are proposing an advertising campaign that will increase tourism in Bluffton by touting the CCA banquet as the perfect

	addition to a Lowcountry ECO Weekend! And that will be our exact message to our out-of-town visitors: Celebrate Conservation on Saturday night at the CCA Banquet & Auction in a beautiful setting right in the heart of the Bluffton Historic District and plan a weekend getaway around it - enjoy our fine restaurants; take a boat excursion on the May River to see dolphins or beautiful sunsets or take one of the ECO tours offered in our town and learn the importance of conservation; book a fishing charter and gain the bounty of our local waters; visit the Heyward House to glean our history and how the early life here revolved around our waterways; shop our interesting boutiques and galleries; stay in our unique inns or guest rentals and experience all that Bluffton has to offer. Our additional funding for advertising and especially out of town advertising will help not only create more conservation awareness but also will increase ticket sales this year at the CCA Banquet & Auction and hook our newest members on making Bluffton an ECO friendly destination for now and in the future.
List any required permits, if applicable. If none, type “N/A":	ABL and TENT PERMIT
Describe all planned advertising and marketing for this project/event:	RADIO ADS ON 106.9 AND 107.9 PRINT AND DIGITAL ADS BLUFFTON SUN ISLAND PACKET - DIRECT MAILING (POSTCARDS) TO 900 RECIPIENTS IN CCA DATABASE E-BLAST AND E-NEWSLETTER BY SC LIVING TV AD AT WTOC AD ON FACEBOOK
Please list all media outlets you intend to utilize for your project/event (i.e. names of magazines, TV and radio stations, etc.):	SEE ABOVE

All advertising/marketing paid for with Town of Bluffton Accommodations Tax dollars must incorporate the branding shown here: Town of Bluffton Brand Standards. The use of the Town's logo must meet the design standards outlined at the aforementioned link and be approved by the Town. Designs may be submitted electronically using this link. Please allow five (5) business days for approval.

Impact on or Benefit to Tourism:	THIS REQUEST IS FOR THE FUNDING OF THE PROMOTION/ADVERTISING BUDGET FOR THE CCA BLUFFTON CHAPTER'S "CELEBRATNG CONSERVATION WEEKEND IN BLUFFTON". THE ACTIVITIES SUGGESTED FOR THE GUESTS THROUGHOUT THE WEEKEND OFFER SOMETHING FOR EVERYONE AND SHOWCASE OUR RICH NATURAL RESOURCES, OUR IMPORTANT WATERWAYS, OUR LOCALLY HARVESTED SEAFOOD, DELICIOUS LOW COUNTRY CUISINE, RICH CULTURE AND HISTORY OF OUR AREA WHILE STRESSING THE IMPORTANCE OF CONSERVATION. THE WHOLE PROJECT IS DESIGNED TO INCREASE TOURISM TO BLUFFTON THROUGH THE WEEKEND CELEBRATION WHICH WILL BE PROMOTED TO OUT OF TOWNERS THROUGH VARIOUS VENUES INCLUDING BUT NOT LIMITED TO PRINT AND DIGITAL ADVERTISING, RADIO, TV SPOTS, WEB SITE, E-BLASTS AND SOCIAL MEDIA. THIS WEEKEND SHOULD NOT ONLY ATTRACT TOURISTS THAT ARE INTERESTED IN CONSERVATION AND RECREATIONAL FISHING BUT BECAUSE OF THE LOCATION SO MUCH MORE, SUCH AS HISTORY, CULTURE, SHOPPING, LOW COUNTRY LIFESTYLE AND CUISINE. THEREFORE, THIS EVENT SHOULD BENEFIT LOCAL BUSINESSES AS WELL AS TEMPT THE TOURIST TO CONSIDER RETURNING OR EVEN RELOCATING.

***"Tourist"* means a person who does not reside within the corporate limits of the Town or within a Town zip code that takes a trip into the corporate limits of the Town for any purpose, except daily commuting to and from work.**

***"Travel"* and *"Tourism"* mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.**

Additional Comments:	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

FINANCIAL INFORMATION

To download the Town's required Line-Item Budget Form, click here: https://www.townofbluffton.sc.gov/DocumentCenter/View/4295/ATAX-Grant-Application-Line-Item-Budget-Form

Download and save the form and hit "Back" in your web browser to return to the application. Once the form is completed, attach it on the following line.

Town's required Line-Item Budget Form:	ATAX Grant Application Line-Item Budget_20241007063541837 1.pdf
Most Recent Fiscal Year Balance Sheet and Profit and Loss Accounting Statement	CCA 2024 actual financials.pdf
Financial Guarantee	CCA minutes 2025.pdf

Applicant must provide a copy of official minutes wherein the sponsoring organization approves the project and commits the organization to financial responsibility for carrying it out to the stage of completion.

Please attach Budget vs. Actual statements for prior two years events.	2024 Budget CCA.pdf
Please attach Budget vs. Actual statements for prior two years events.	CCA 2023 budget.pdf

(Section Break)

Have you requested, received, or been awarded ATAX funding from other state or local entities for this project/event?	No
Have you received or been awarded ATAX	No

funding from other state or local entities for any other project/event?	

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

PRIOR RECIPIENT'S REPORT

If your organization has received ATAX funding from the Town of Bluffton in previous years, you must complete the below information.

If you have not received ATAX funding from the Town of Bluffton, please answer "No" and skip this section, and sign and submit your application.

Has your organization previously received ATAX funds from the Town of Bluffton?	Yes
Project/Event Name	CELEBRATING CONSERVATION WEEKEND IN BLUFFTON
Year Awarded	2024
Amount Awarded	10000
Was a final report submitted?	Yes
What was the total number of tourists?	90
What was the percentage of tourists?	30%
(Section Break)	
Please attach a copy of your organization's IRS Designation Letter showing your non-profit status .	non profit CCA.pdf
Please upload a copy of your current Town of Bluffton Business License, which is required of all applicants.	Report_Permit63730_638829791998521871.pdf CCA.pdf

Additional Application Documents	Bluffton Budget 2025.pdf CCA.pdf
Additional Application Documents	2023 CCA Financial Statement.pdf
Additional Application Documents	CCA SC Accomplishments 1-Pager.pdf
Additional Application Documents	*Field not completed.*
Additional Comments	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

All applicants will be required to come before the Accommodations Tax Advisory Committee (ATAC) and answer any and all questions when scheduled to do so.

Any organization awarded funds for advertising/marketing must incorporate the Bluffton Heart of the Lowcountry brand logo in all promotional materials and advertising.

The South Carolina Freedom of Information Act (FOIA) defines a "public body" as any organization or corporation supported in whole or in part by public funds or expending public funds. If awarded, your organization's acceptance of public funds from the Town of Bluffton may cause your organization to come within the meaning of "public body" as defined by the Freedom of Information Act. S.C. Code Ann. §30-4-10, et seq. (Supp. 2002). Accordingly, this is to advise that by accepting public funds, your organization may be subject to the South Carolina Freedom of Information Act.

By submitting this application, the organization certifies that it has read and understands the paragraphs above. The organization additionally certifies that it does not discriminate in any manner on the basis of race, color, national origin, age, sex, disability, religion, or language and that all funds that may be received by the applicant organization from the Town of Bluffton, South Carolina will be solely used for the purposes set forth in this application and will comply with all laws and statutes, including the South Carolina Code of Laws regarding Allocations of Accommodations Tax Revenues.

By typing your name below, you are signing this application electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this application.

Signature	Mary A O'Neill
Signatory's Title or Position	Marketing

Email not displaying correctly? View it in your browser.

rnal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: November 20, 2000

Coastal Conservation Association
4801 Woodway, Suite 220W
Houston, TX 77056-1805

Person to Contact:
Carol Kraft - #31-01135
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
74-1984482

Dear Sir:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in August 1978 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Coastal Conservation Association
74-1984482

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

TOWN OF BLUFFTON

TOWN OF BLUFFTON -

Expires:04/30/2026

License No. 25-05-0479

Date Issued: 05/16/2025

NAICS Title: All Other Business Support Services

Business Name: Coastal Conservation Association South Carolina

Business DBA Name: Coastal Conservation Association South Carolina

Business Type:

Fundraiser

Physical Address:

3021 McNaughton DR
Columbia, SC
29223

NON-TRANSFERABLE | TO BE PLACED IN A CONSPICUOUS PLACE

Section 6-21 Purpose and Duration of Business License

ALL BUSINESSES LOCATED IN THE TOWN OF BLUFFTON MUST POST THE BUSINESS LICENSE IN A VISIBLE LOCATION WITHIN THE BUSINESS LOCATION AS REFERENCED ABOVE AND IS VALID FOR THIS LOCATION ONLY. ALL BUSINESSES LOCATED OUTSIDE THE TOWN OF BLUFFTON MUST KEEP A CURRENT COPY WHILE CONDUCTING BUSINESS INSIDE THE TOWN OF BLUFFTON. CHANGE IN LOCATION OR OWNERSHIP REQUIRES A NEW LICENSE. IF THE BUSINESS IS CLOSED, CONTACT OUR OFFICE AT 843-706-4501 TO UPDATE ACCOUNT.

John Anderson
Rotary Club of Bluffton
PO BOX 142
BLUFFTON, SC 29910

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

REVENUES

Revenues - Cash

Sponsorships	$	55,000.00
Donations	$	
ATAX Grants/Funding from Other Entities*	$	
** Do **NOT** include anticipated award funds requested in this application*		
Other Grants (please name):	$	
Vendor Fees	$	
Registration Fees	$	
Other Fees (please name):	$	
Other Fees (please name):	$	
Mercandise Sales	$	
Other Sales (please name):Raffle	$	30,000.00
Other Sales (please name):	$	
Other Revenue (please name):Live Auction	$	60,000.00
Other Revenue (please name):Silent Auction	$	7,500.00

Revenues - In-Kind Contributions

Volunteer Hours	$	234
Donated Items	$	5,500.00
Donated Services	$	1,500.00
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	

Total All Revenue Sources: **$** 393.5

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

		Amount
Advertising & Promotion of Tourism or Arts and Cultural Events		
Local Newspaper/Digital Advertising	$	1000
Regional Newspaper/Digital Advertising	$	2000
National Newspaper/Digital Advertising	$	
Local Magazine/Digital Advertising	$	
Regional Magazine/Digital Advertising	$	
National Magazine/Digital Advertising	$	
Local Radio Advertising	$	
Regional Radio Advertising	$	1500
National Radio Advertising	$	
Local Television Advertising	$	
Regional Television Advertising	$	3000
National Television Advertising	$	
Billboards	$	
Social Media Advertising	$	225
E-mail and/or Text Blasts	$	1675
Postcards/Mailers	$	500
Posters/Banners/Signage	$	100
Graphic Design of Marketing/Writing or Press Releases	$	
Web Hosting for **Event** (not organization)	$	
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	
Facilities for Civic and Cultural Events		
Rentals: Tables, Chairs, Stages, Tents	$	20,000.00
Rental: Sound, Audio Equipment	$	
Construction	$	
Repairs to Facilities	$	
Maintenance of Facilities	$	
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

	Amount
Tourist Transportation	
Company Name:	$
Company Name:	$
Public Facilities	
Temporary/Portable Restrooms	$
Permanent Restrooms	$
Parks	$
Parking Lots	$
Other (please name):	$
Other (please name):	$
Municipality and County Services	
Dumpster Rental/Trash Hauling	$
Security Provided by Bluffton Police Department	$
Security **NOT** Provided by Bluffton Police Department	$
Total of ATAX Eligible Expenses:	$ 10020

Other/Ineligible Expenses

Applicants should list all other project/event expenses that are not eligible for ATAX funds and not listed above.

Item	Amount
Auctioneer	$ 800
Bartender/Waitresses	$ 3200
Beverages	$ 2000
Liquor License	$ 45
Live Auction Items	$ 25,000
Raffle Items	$ 14,000
Raffle Registration	$ 50
Food/Caterer	$ 15,000
	$
	$
	$
	$
Total of Other/Ineligible Expenses:	$ 6149
Total Project/Event Budget:	**$** 16169
Total Project/Event Profit or Loss	**$** -15775.5

ANNUAL BANQUET/EVENT BUDGET WORKSHEET

Bluffton	Bluffton	20-Sep-25
(Chapter Name)	(Name of Banquet/Event)	(Date of Event)

A. Revenue

1	CCA Store			
2	Games (Beer for a Year)			
3	Live Auction	60,000.00		
4	Raffle	30,000.00		
5	Silent Auction	7,500.00		
6	Sponsorships	55,000.00		
7	Life Memberships			
8	Tickets Sold at The Door			
9	**Total Revenue**		**$**	152,500.00
				(sum A1 thru A7d)

B. Expenses

1.	Auctioneer	800.00		
2.	Bartender/Waitresses	3,200.00		
3.	Beverages	2,000.00		
4	CCA Store			
5	Change			
6	Facilities rental			
7	Food/Caterer	15,000.00		
8	Raffle Registration	50.00		
9	Invitations - Letters			
10	Sponsor Printing			
11	Liquor License	45.00		
12	Live auction items	25,000.00		
13	Postage			
14	Programs/Trip Boards/Sponsor Board			
15	Raffle items	14,000.00		
16	Rentals other than facility	20,000.00		
17	Sales people (raffle girls)			
18	Security/Clean UP			
19	Broadcast Media/Advertising			
20	Silent Auction Items			
21	Other (specify)	(a.) 10000.00		Advertising
		(b.)		
		(c.)		
		(d.)		
22	**Total Expenses**			90,095.00
				(sum B1 thru B20d)

C.	**Results incl Membership**		62,405.00
			(A8 less B21)

D. Membership incl in Revenue

1.	New/renewal - 219		
2	Associate -79		
3	Youth - 2		
4	Life -		
5	Star-		
	Total Membership		0.00
			(D1 thru D2)
E.	**Results net of Membership**		**62,405.00**
			(C less D3)

ANNUAL BANQUET/EVENT BUDGET WORKSHEET

Bluffton (Chapter Name)	Bluffton (Name of Banquet/Event)	21-Sep-24 (Date of Event)

A.	**Revenue**			
1	CCA Store			
2	Games (Beer for a Year)			
3	Live Auction	79,225.00		
4	Raffle	37,780.00		
5	Silent Auction	9,910.00		
6	Sponsorships	61,650.00		
7	Life Memberships			
8	Tickets Sold at The Door	8,098.52		
9	**Total Revenue**		$	196,663.52
				(sum A1 thru A7d)
B.	**Expenses**			
1.	Auctioneer	800.00		
2.	Bartender/Waitresses	3,440.00		
3.	Beverages	2,454.39		
4	CCA Store			
5	Change	400.00		
6	Facilities rental			
7	Food/Caterer	15,670.14		
8	Raffle Registration	50.00		
9	Invitations - Letters			
10	Sponsor Printing	666.36		
11	Liquor License	45.00		
12	Live auction items	29,039.14		
13	Postage	61.71		
14	Programs/Trip Boards/Sponsor Board	3,224.35		
15	Raffle items	14,729.38		
16	Rentals other than facility	20,380.65		
17	Sales people (raffle girls)	4,132.00		$2000 raffle + $132 mileage
18	Security/Clean UP	480.00		
19	Broadcast Media/Advertising	9,409.13		
20	Silent Auction Items	4,927.87		
21	Other (specify)	(a.) 2339.26		sponsor gifts
		(b.) 600.00		committee shirts
		(c.) 1,000.00		cash to band
		(d.)		
22	**Total Expenses**			113,849.38
				(sum B1 thru B20d)
C.	**Results incl Membership**			82,814.14
				(A8 less B21)
D.	**Membership incl in Revenue**			
1.	New/renewal - 219	7,665.00		
2	Associate -79	1,580.00		
3	Youth - 2	20.00		
4	Life -			
5	Star-			
	Total Membership			9,265.00
				(D1 thru D2)
E.	**Results net of Membership**			**73,549.14**
				(C less D3)

Minutes from CCA Bluffton Meeting
May 28, 2025

Present: CHAIRMAN Erik DeLong; TREASURER John Anderson; members: Mary O'Neill, Chip Chase, Jason Alderson, Joe Cerracchio, Parker, Aaron Nelson

Absent: Austin Branch

Call to Order

Erik DeLong, Chairman called the meeting to order at 6:15 pm.

Treasurer's Report

John Anderson presented financial report including 2024 P&L along with the 2025 proposed budget for ATAX Grant.

Board approved budget.

Discussion

Current estimate is roughly 40 tables needed for Banquet; tent, etc
Auction items suggested and reviewed.
Sponsorships reviewed; more are still needed.
Wells is back as our state CCA representative and is catching up on our chapter.

Meeting adjourned at 8:00 pm.

RATING CONSERVATION WEEKEND IN BLUFFTON BUDGET
BUDGET WORKSHEET

Bluffton (Chapter Name)	Bluffton (Name of Banquet/Event)	16-Sep-23 (Date of Event)

A.	**Revenue**			
1	CCA Store			
2	ATAX GRANT		10,000.00	
3	Live Auction		75,000.00	
4	Raffle		16,000.00	
5	Silent Auction		7,000.00	
6	Sponsorships		40,000.00	
7	Life Memberships			
8	NON SPONSOR Tickets		20,000.00	
9	**Total Revenue**			$ 168,000.00 (sum A1 thru A7d)
B.	**Expenses**			
1.	Auctioneer		800.00	
2.	Bartender/Waitresses		1,400.00	
3.	Beverages		1,700.00	
4	CCA Store			
5	Change		400.00	
6	Facilities rental			
7	Food/Caterer		9,000.00	
8	Raffle Registration		50.00	
9	Invitations - Letters			
10	Sponsor Printing		1,100.00	
11	Liquor License		45.00	
12	Live auction items		27,000.00	
13	Postage		included w/ invitations	
14	Programs/Trip Boards/Sponsor Board		2,000.00	
15	Raffle items		6,000.00	
16	Rentals other than facility		15,000.00	
17	Sales people (raffle girls)		1,800.00	$1610 + $143.mileage
18	Security/Clean UP			
19	Advertising		10,000.00	
20	Silent Auction Items		870.00	
21	Other (specify)	(a.)	1,600.00	sponsor gifts
		(b.)	1,200.00	committee shirts
	Advertising $8971.75	(c.)		
		(d.)		
22	**Total Expenses**			79,965.00 (sum B1 thru B20d)
C.	**Results incl Membership**			88,035.00 (A8 less B21)
D.	**Membership incl in Revenue**			
1.	New/renewal - 129		4,515.00	
2	Associate - 61		1,220.00	
3	Youth - 16		160.00	
4	Life-5		5,000.00	
5	Star- 16		560.00	
	Total Membership			11,455.00 (D1 thru D2)
E.	**Results net of Membership**			**76,580.00** (C less D3)

ANNUAL BANQUET/EVENT BUDGET WORKSHEET

Bluffton (Chapter Name)	(Name of Banquet/Event)	21-Sep-24 (Date of Event)

A.	**Revenue**			
1	CCA Store			
2	Games (Beer for a Year)			
3	Live Auction	60,000.00		
4	Raffle	30,000.00		
5	Silent Auction	7,500.00		
6	Sponsorships	45,000.00		
7	Tickets Sold at The Door			
8	**Total Revenue**		$	142,500.00 (sum A1 thru A7d)
B.	**Expenses**			
1.	Auctioneer	800.00		
2.	Bartender/Waitresses	3,000.00		
3.	Beverages	2,000.00		
4	CCA Store			
5	Change			
6	Facilities rental			
7	Food/Caterer	14,000.00		
8	Raffle Registration	50.00		
9.	Invitations - Letters			
10	Liquor License	45.00		
11	Live auction items	22,000.00		
12	Postage			
13	Programs/Trip Boards/Sponsor Board			
14	Raffle items	8,000.00		
15	Rentals other than facility	18,000.00		
16	Sales people (raffle girls)			
17	Security/Clean UP			
18	Signs/Posters			
19	Silent Auction Items			
20	Other (specify)	(a.) 10,000 (Advertising)		
		(b.)		
		(c.)		
		(d.)		
22	**Total Expenses**			77,895.00 **(sum B1 thru B20d)**
C.	**Results incl Membership**			64,605.00 (A8 less B21)
D.	**Membership incl in Revenue**			
1.	New/renewal - 49			
2.	Associate - 18			
3.	Youth -			
	Total Membership			0.00 **(D1 thru D2)**
E.	**Results net of Membership**			**64,605.00** (C less D3)

P & L — FINANCIALS 2023

ANNUAL BANQUET/EVENT BUDGET WORKSHEET

Bluffton (Chapter Name)	Bluffton (Name of Banquet/Event)	16-Sep-23 (Date of Event)

A. Revenue

1	CCA Store			
2	Games (Beer for a Year)			
3	Live Auction	71,000.00		
4	Raffle	24,359.00		
5	Silent Auction	7,355.00		
6	Sponsorships	43,100.00		
7	Life Memberships			
8	Tickets Sold at The Door	2,003.00		
9	**Total Revenue**		$ 147,817.00	**(sum A1 thru A7d)**

B. Expenses

1.	Auctioneer	800.00		
2.	Bartender/Waitresses	3,115.00		
3.	Beverages	1,946.43		
4	CCA Store			
5	Change	400.00		
6	Facilities rental			
7	Food/Caterer	12,987.66		
8	Raffle Registration	50.00		
9	Invitations - Letters	712.82		
10	Sponsor Printing	1,783.20		
11	Liquor License	45.00		
12	Live auction items	22,608.61		
13	Postage	included w/ invitations		
14	Programs/Trip Boards/Sponsor Board	920.55		
15	Raffle items	6,602.07		
16	Rentals other than facility	17,667.29		
17	Sales people (raffle girls)	2,692.00	$2436 raffle + $256 mileage	
18	Security/Clean UP			
19	Signs/Posters			
20	Silent Auction Items	1,361.97		
21	Other (specify)	(a.) 3,334.00	sponsor gifts	
		(b.) 1,403.14	committee shirts	
		(c.) 1,000.00	check to band	
		(d.) 6,959.25	Media Brodcasting & Ad	
22	**Total Expenses**		86,388.99	**(sum B1 thru B20d)**

C. Results incl Membership 61,428.01 **(A8 less B21)**

D. Membership incl in Revenue

1.	New/renewal - 191	5,450.00	293
2	Associate - 98	1,960.00	
3	Youth - 4	40.00	
4	Life -		
5	Star-		
	Total Membership		7,450.00 **(D1 thru D2)**

E. Results net of Membership **53,978.01** **(C less D3)**



OYSTER HABITAT & RECYCLING

$300,000+

in oyster recycling equipment donated to SCDNR

- **80** RESTAURANT RECYCLING BINS
- **14** DUMP TRAILERS
- **7** NEW PUBLIC OYSTER DROP OFF SITES
- **3** OYSTER BARGES
- **2** DUMP TRUCKS
- **2** TRAILERS WITH SWING LIFTS

192,103

Bushels of oysters recycled

102

Oyster reef sites created

ARTIFICAL REEFS

$1,500,000

invested by CCA South Carolina and conservation partners in nearshore/ offshore reefs since 2010



22

Artificial reef deployments

ADVOCACY

Nov 2010 Constitutional Amendment protects South Carolinians right to hunt and fish
June 2012 Spotted Seatrout management measures changing
June 2012 Sheepshead conservation measures for state waters
July 2012 Cobia becomes South Carolina's newest gamefish
July 2013 Conservation measures implemented for South Carolina Tarpon
June 2013 South Carolina puts state size and creel limits in place for Black Sea Bass
June 2014 Conservation measures in place for Spot/ Whiting/ Croaker
June 2018 Management changes enacted for South Carolina's Red Drum
June 2020 Advocated for open access to public boat ramps during Covid 19 pandemic
June 2021 Flounder stocking program to begin in South Carolina
June 2021 South Carolina implements conservation measures for Southern Flounder
June 2021 Coalition submits formal recommendations on 30 by 30
May 2022 South Carolina takes steps towards state management of red snapper
Sept 2022 South Atlantic Rejects Bottom Closures
June 2023 Rec Fishing and Boating Community oppose Vessel Speed Reduction
June 2023 Conservation community calls for task force on shark depredation
Sept 2023 Sportfishing community reacts to NOAA's recreational data collection correction
June 2024 Angling groups object to NOAA longline plan



SCIENCE

$200,000

Funded in fisheries research on red drum, cobia and flounder



ACCOMMODATIONS TAX ADVISORY COMMITTEE
STAFF REPORT
Department of Finance & Administration

MEETING DATE: August 19, 2025
SUBJECT: Coastal Conservation Association: Celebrating Conservation Weekend in Bluffton
PROJECT MANAGER: Shannon Milroy, Budget & Procurement Manager

Summarized below is the application from the Coastal Conservation Association for Accommodations Tax grant dollars to support the 2024 Celebrating Conservation Weekend in Bluffton event.

Total Budget, per application: **$90,095**
Requested Amount: **$10,000**
Percentage of Request^: **11%**
^Includes up to 100% for Advertising & Promotion plus up to 50% of remaining expenses

Eligible Tourism-Related Expense Categories (per SC Code of Laws)	Total Budget for Category, per budget form		Budget Items Eligible for ATAX Funds
Advertising & Promotion of Tourism or Arts and Cultural Events	$10,000		
Facilities for Civic and Cultural Events	20,000		
Public Facilities		*	
Municipality and County Services		*	
Tourist Transportation		*	
Other/Ineligible Project Expenses	60,095		
Total	**$90,095**		

*Reimbursement will be based on the estimated percentage of tourists provided for

Budgeted Expenses Summary:

Advertising & Promotion:
Total budget $10,000
- Print and digital advertising, radio, TV spots, email blasts and social media

Facilities for Civic and Cultural Events:
Total budget $20,000
- Rentals

Other/Ineligible Project Expenses:
Total budget $60,095
- Auctioneer, event staff, beverages, food/caterer, raffle/auction items and administrative costs.

Table Rating (Scores 0-5 with 5 satisfying the qualifications best, exception Advertising 0-15)

Amount Requested	Advertising (15)	Festival / Event (5)	Bluffton Event (5)	Tourism Draw % (5)	Benefit to Tourism (5)	Self-Sufficiency % (5)	Total of 40 possible	Comments
$10,000	9	4	4	3	4	4	28	

Advertising: Of the requested funds, 100% is anticipated to be spent on marketing the event, including radio (106.9 and 107.9), print and digital ads in The Bluffton Sun and The Island Packet, direct mailers to CCA database of 900 members, e-blasts/e-newsletter by SC Living, TV spots on WTOC and social media ads on Facebook.

Festival/Event: The banquet is scheduled to take place the weekend of 9/19/2025 – 9/21/2025.

Bluffton Event: The CCA Banquet and Auction will be held in "the heart of the Bluffton Historic District".

Tourism Draw %: Approximately 30% of attendees were from out of town during the 2024 event.

Benefit to Tourism: The Saturday evening banquet will be promoted as an opportunity to plan a weekend getaway in Bluffton where visitors can patron local restaurants, shops, and galleries and take advantage of activities such as My River boat excursions or one of the ECO tours.

Self-Sufficiency % (Financial Need): Amount requested is approximately 11% of the total budget. Other anticipated revenue streams include sponsorships and proceeds from raffles, as well as live and silent auction items.

Previous Funding Amounts						
Fiscal Year	**Requested Amount**	**% of Budget**	**Advisory Committee Recommendation**	**Town Council Approved**	**Expended**	**Comments**
2025	$10,000	13%	$10,000	$10,000	$9,259.13	Final Report Submitted
2024	$10,000	13%	$10,000	$10,000	$8,971.75	Final Report Submitted

Accommodations Tax Committee Recommendations and Comments:

_____

The Committee recommends funding $_____ for _____.

TOWN OF BLUFFTON ATAX GRANT APPLICATION SCORING SHEET

Entity: **Coastal Conservation Association** Project: **2025 Conservation Weekend in Bluffton** Project Type: **Event/Festival**

Scoring Category	Points Possible	Points Awarded
ADVERTISING	**15**	
Part 1: Five (5) points possible. Based on how much of the requested funds go toward advertising.		
0% of funds go toward advertising	**0 points**	
1% - 20% of funds go toward advertising	**1 point**	
21% - 40% of funds go toward advertising	**2 points**	
41% - 60% of funds go toward advertising	**3 points**	
61% - 80% of funds go toward advertising	**4 points**	
81% - 100% of funds go toward advertising	**5 points**	
Part 2: Ten (10) points possible. Based on <u>where</u> the advertising is placed.		
None of the funds go toward advertising	**0 points**	
Local newspapers/periodicals and electronic advertising (ex. Island Packet, The Bluffton Sun)	**2 points**	
Local guides/periodicals specifically geared toward tourists with a shelf life of more than 30 days	**4 points**	
Larger regional publications and electronic marketing within 100 miles (ex. Charleston or Savannah news outlets)	**6 points**	
Newspapers/periodicals/electronic marketing to large, metropolitan areas outside of 100 miles away (ex. Atlanta, Charlotte, Washington, D.C., Chicago)	**8 points**	
Nationally distributed newspapers/periodicals/electronic marketing (ex. USA Today, NY Times, Southern Living Magazine)	**10 points**	
TOURIST FACILITIES	**15**	
Higher point value given based on anticipated ratio of tourists to locals		
FESTIVAL/EVENT	**5**	
Higher point value given to requests for festivals or events		
Length of event/festival should be considered. Is it an all-day event versus a two-hour event? Multi-day event?		
BLUFFTON EVENT	**5**	
Higher point value given to events held within the town limits of Bluffton and/or spanning multiple locations		
TOURISM DRAW	**5**	
0% of attendees are tourists based on historical or projected information	**0 points**	
1% - 20% of attendees are tourists based on historical or projected info	**1 point**	
21% - 40% of attendees are tourists based on historical or projected info	**2 points**	
41% - 60% of attendees are tourists based on historical or projected info	**3 points**	
61% - 80% of attendees are tourists based on historical or projected info	**4 points**	
81% - 100% of attendees are tourists based on historical or projected info	**5 points**	
BENEFIT TO TOURISM (LOCAL ECONOMY)	**5**	
Higher point value given to events that encourage overnight stays and/or have local business participation		
SELF SUFFICIENCY	**5**	
100% of budget from ATAX request	**0 points**	
80% - 99% of budget from ATAX request	**1 point**	
60% - 79% of budget from ATAX request	**2 points**	
40% - 59% of budget from ATAX request	**3 points**	
20% - 39% of budget from ATAX request	**4 points**	
1% - 19% of budget from ATAX request	**5 points**	
MISCELLANEOUS	**10**	
Only use if applicant does not qualify as a festival/event		
Group Average Point Total (out of a possible 40 points)		
Group Average Percentage		

Milroy, Shannon

From: noreply@civicplus.com
Sent: Wednesday, June 25, 2025 10:22 AM
To: ATax Communications
Subject: Online Form Submittal: Accommodations Tax Grant Application

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

Accommodations Tax Grant Application

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Accommodations Tax Grant Application Instructions	Accommodations Tax Grant Application Instructions
Accommodations Tax Grant Application Instructions	I have read and acknowledged the Town of Bluffton, SC Accommodations Tax Grant Application Instructions.
	(Section Break)
Application Date	6/30/2025
Project Name	Getting the Word Out - Part 2
Project/Event Location	Society of Bluffton Artists
Is this a new project or event?	No
Project/Event Start Date:	9/1/2025
Project/Event End Date	8/31/2026
Multi-Year Project/Event?	No

Total Project Costs	40000
Total ATAX Funds Requested	40000
Percent of Total Budget	100
Date the funds are needed:	9/1/2025
Full Legal Organization Name	Society of Bluffton Artists, Inc
Address	PO Box 1972
Street Address Line 2	*Field not completed.*
City	Bluffton
State	South Carolina
Zip Code	29910
Applicant must be designated as a non-profit entity to receive ATAX funds. Is your entity a non-profit organization?	Yes

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Organization Primary Point of Contact

First Name	Karen
Last Name	Richards
Title	President
Phone Number	845-304-4800
E-mail Address	karenrichardsart@gmail.com

(Section Break)

Organization Secondary Point of Contact

First Name	Nancy

Last Name	Huson
Title	Treasurer
Phone Number	*Field not completed.*
E-mail Address	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Project Description:	We plan to continue assessing and improving our marketing and advertising outreach to the regional community with continuing emphasis on reaching and engaging the tourist population. We have made good progress in expanding our efforts to reach a broader audience and now have an established marketing plan on which to build.
List any required permits, if applicable. If none, type “N/A":	N/A
Describe all planned advertising and marketing for this project/event:	We will continue with local and regional magazine and newspaper print ads, adding additional publications as identified and researched and seeding our ads with QR codes to track effectiveness. In addition, we plan to increase social media usage adding ads to YELP and increasing our email recipients and timing of information/announcements. We continue to develop an on-line video presence.
Please list all media outlets you intend to utilize for your project/event (i.e. names of magazines, TV and radio stations, etc.):	Local Life, Bluffton/HH Sun, Explore Bluffton, Pink, Island Events, VisitBluffton.org, Bluffton Guide - Arts and Culture, LowCountry Weekly, Facebook, Instagram, YELP, YouTube, TripAdvisor, flyers, posters, Google My Business, etc. All will be explored, assessed and utilized within our budget.

All advertising/marketing paid for with Town of Bluffton Accommodations Tax dollars must incorporate the branding shown here: Town of Bluffton Brand Standards. The use of the Town’s logo must meet the design standards outlined at the aforementioned link and be approved by the Town. Designs may be submitted electronically using this link. Please allow five (5) business days for approval.

Impact on or Benefit to Tourism:	Approximately 65% of our gallery visitors indicate that they are visitors from outside the immediate area. Since Bluffton continues to be designated as an Art Cultural Center within the state, we are naturally positioned to promote our gallery and art

	school to tourism. Our ultimate goal is not only to increase traffic to our organization but to increase our outreach to a wider tourism community, Many art school students visit us from outside our local area and we intend to work to have more tourists get to know who and where we are.

***"Tourist"* means a person who does not reside within the corporate limits of the Town or within a Town zip code that takes a trip into the corporate limits of the Town for any purpose, except daily commuting to and from work.**

***"Travel"* and *"Tourism"* mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.**

Additional Comments:	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

FINANCIAL INFORMATION

To download the Town's required Line-Item Budget Form, click here: https://www.townofbluffton.sc.gov/DocumentCenter/View/4295/ATAX-Grant-Application-Line-Item-Budget-Form

Download and save the form and hit "Back" in your web browser to return to the application. Once the form is completed, attach it on the following line.

Town's required Line-Item Budget Form:	ATAX-Grant-Application-Line-Item-Budget-Form (1).pdf
Most Recent Fiscal Year Balance Sheet and Profit and Loss Accounting Statement	Profit and Loss (1).pdf
Financial Guarantee	SOBA Minutes June 2025.docx

Applicant must provide a copy of official minutes wherein the sponsoring organization approves the project and commits the organization to financial responsibility for carrying it out to the stage of completion.

Please attach Budget vs. Actual statements for prior two years events.	budgetvsactualfy24.pdf
Please attach Budget vs. Actual statements for prior two years events.	budgetvsactualfy23.pdf
	(Section Break)
Have you requested, received, or been awarded ATAX funding from other state or local entities for this project/event?	No
Have you received or been awarded ATAX funding from other state or local entities for any other project/event?	No

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

PRIOR RECIPIENT'S REPORT

If your organization has received ATAX funding from the Town of Bluffton in previous years, you must complete the below information.

If you have not received ATAX funding from the Town of Bluffton, please answer "No" and skip this section, and sign and submit your application.

Has your organization previously received ATAX funds from the Town of Bluffton?	Yes
Project/Event Name	Getting the Word Out
Year Awarded	2024
Amount Awarded	27000
Was a final report submitted?	No

If no please explain why and indicate when the final report will be submitted.	This grant runs for 8 months beginning 1/1/2025 though 8/31/2025. . The final report will be submitted by September 30, 2025. Still an active grant.
What was the event's total attendance	00
What was the total number of tourists?	00
What was the percentage of tourists?	00
	(Section Break)
Please attach a copy of your organization's IRS Designation Letter showing your non-profit status .	charitydocument.pdf
Please upload a copy of your current Town of Bluffton Business License, which is required of all applicants.	Report_Permit60663_638750513277355335.pdf
Additional Application Documents	Report_Permit60678_638750513779918886.pdf
Additional Application Documents	BalanceSheet.pdf
Additional Application Documents	*Field not completed.*
Additional Application Documents	*Field not completed.*
Additional Comments	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

All applicants will be required to come before the Accommodations Tax Advisory Committee (ATAC) and answer any and all questions when scheduled to do so.

Any organization awarded funds for advertising/marketing must incorporate the Bluffton Heart of the Lowcountry brand logo in all promotional materials and advertising.

The South Carolina Freedom of Information Act (FOIA) defines a "public body" as any organization or corporation supported in whole or in part by public funds or expending public funds. If awarded, your organization's acceptance of public funds from the Town of Bluffton may cause your organization to come within the meaning of "public body" as defined by the Freedom of Information Act. S.C. Code Ann. §30-4-10, et seq. (Supp. 2002). Accordingly, this is to advise that by accepting public funds, your organization may be subject to the South Carolina Freedom of Information Act.

By submitting this application, the organization certifies that it has read and understands the paragraphs above. The organization additionally certifies that it does not discriminate in any manner on the basis of race, color, national origin, age, sex, disability, religion, or language and that all funds that may be received by the applicant organization from the Town of Bluffton, South Carolina will be solely used for the purposes set forth in this application and will comply with all laws and statutes, including the South Carolina Code of Laws regarding Allocations of Accommodations Tax Revenues.

By typing your name below, you are signing this application electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this application.

Signature	Karen Richards
Signatory's Title or Position	Board President

Email not displaying correctly? View it in your browser.

State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

12/10/2024

Society of Bluffton Artists
Jeanne Francisco
PO BOX 1972
BLUFFTON, SC29910-1972

RE: Registration Confirmation

Charity Public ID: P10294

Dear Jeanne Francisco :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on 1/15/2026.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to $2,000.00.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

K. Wickersham

Kimberly S. Wickersham
Director, Division of Public Charities

TOWN OF BLUFFTON

TOWN OF BLUFFTON -

Expires:04/30/2026

License No. 25-02-5796

Business Name: Society of Bluffton Artists

Date Issued: 02/13/2025

NAICS Title: Fine Arts Schools

Business DBA Name: SOBA

Business Type:
ART STUDIO/CLASSES

Physical Address:
8 CHURCH ST
BLUFFTON SC
29910

NON-TRANSFERABLE | TO BE PLACED IN A CONSPICUOUS PLACE

Section 6-21 Purpose and Duration of Business License

ALL BUSINESSES LOCATED IN THE TOWN OF BLUFFTON MUST POST THE BUSINESS LICENSE IN A VISIBLE LOCATION WITHIN THE BUSINESS LOCATION AS REFERENCED ABOVE AND IS VALID FOR THIS LOCATION ONLY. ALL BUSINESSES LOCATED OUTSIDE THE TOWN OF BLUFFTON MUST KEEP A CURRENT COPY WHILE CONDUCTING BUSINESS INSIDE THE TOWN OF BLUFFTON. CHANGE IN LOCATION OR OWNERSHIP REQUIRES A NEW LICENSE. IF THE BUSINESS IS CLOSED, CONTACT OUR OFFICE AT 843-706-4501 TO UPDATE ACCOUNT.

SOBA Treasurer
SOBA
8 Church St
Bluffton, SC 29910

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

REVENUES

Revenues - Cash

Sponsorships	$	1000
Donations	$	3000
ATAX Grants/Funding from Other Entities*	$	

** Do **NOT** include anticipated award funds requested in this application*

Other Grants (please name):	$	
Vendor Fees	$	
Registration Fees	$	
Other Fees (please name): Membership Fees	$	22000
Other Fees (please name): Judged Show Entry Fees	$	3350
Mercandise Sales	$	120346
Other Sales (please name):	$	
Other Sales (please name):	$	
Other Revenue (please name): Art School	$	34800
Other Revenue (please name): Rental Income	$	1000

Revenues - In-Kind Contributions

Volunteer Hours	$	
Donated Items	$	
Donated Services	$	
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	

Total All Revenue Sources: **$** 185496

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

		Amount
Advertising & Promotion of Tourism or Arts and Cultural Events		
Local Newspaper/Digital Advertising	$	1656
Regional Newspaper/Digital Advertising	$	3600
National Newspaper/Digital Advertising	$	
Local Magazine/Digital Advertising	$	21273
Regional Magazine/Digital Advertising	$	
National Magazine/Digital Advertising	$	
Local Radio Advertising	$	
Regional Radio Advertising	$	
National Radio Advertising	$	
Local Television Advertising	$	
Regional Television Advertising	$	
National Television Advertising	$	
Billboards	$	
Social Media Advertising	$	1477
E-mail and/or Text Blasts	$	680
Postcards/Mailers	$	960
Posters/Banners/Signage	$	
Graphic Design of Marketing/Writing or Press Releases	$	10800
Web Hosting for **Event** (not organization)	$	
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	
Facilities for Civic and Cultural Events		
Rentals: Tables, Chairs, Stages, Tents	$	
Rental: Sound, Audio Equipment	$	
Construction	$	
Repairs to Facilities	$	
Maintenance of Facilities	$	
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

	Amount
Tourist Transportation	
Company Name:	$
Company Name:	$
Public Facilities	
Temporary/Portable Restrooms	$
Permanent Restrooms	$
Parks	$
Parking Lots	$
Other (please name):	$
Other (please name):	$
Municipality and County Services	
Dumpster Rental/Trash Hauling	$
Security Provided by Bluffton Police Department	$
Security **NOT** Provided by Bluffton Police Department	$
Total of ATAX Eligible Expenses:	$ 40446

Other/Ineligible Expenses

Applicants should list all other project/event expenses that are not eligible for ATAX funds and not listed above.

Item	Amount
Cost of Goods Sold	$ 104966
Accounting & Professional Fees	$ 7276
Rent	$ 48228
Office & Operating Supplies	$ 3450
Utilities	$ 3450
SQUARE fees	$ 5253
Judged Show	$ 4988
Insurance	$ 1440
Landscaping	$ 3789
Repair/Building Maintenance	$ 1370
Telephone/Internet	$ 2049
	$
Total of Other/Ineligible Expenses:	$ 186259
Total Project/Event Budget:	**$** 226705
Total Project/Event Profit or Loss	**$** -41209

Society of Bluffton Artists

Balance Sheet

As of August 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Donations - Unrestricted (VS Hughes)	2,646.83
McCracken Scholarship Fund	4,282.74
Operating Account	15,055.18
Total Bank Accounts	**$21,984.75**
Other Current Assets	
South Atlantic Bank CD (11 mos)	122,564.78
Undeposited Funds	0.00
Total Other Current Assets	**$122,564.78**
Total Current Assets	**$144,549.53**
Fixed Assets	
Accumulated Depreciation	-24,509.68
Building Improvements	34,008.75
HVAC	6,848.00
Total Building Improvements	**40,856.75**
Fixed Assets	2,268.00
Furniture and Fixtures	6,012.59
Landscaping	4,587.92
Office Equipment	1,955.16
Total Fixed Assets	**$31,170.74**
TOTAL ASSETS	**$175,720.27**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift certificate	1,210.00
South Carolina Department of Revenue Payable	511.35
Total Other Current Liabilities	**$1,721.35**
Total Current Liabilities	**$1,721.35**
Total Liabilities	**$1,721.35**
Equity	
Retained Earnings	140,954.83
Net Income	33,044.09
Total Equity	**$173,998.92**
TOTAL LIABILITIES AND EQUITY	**$175,720.27**

Society of Bluffton Artists

Profit and Loss

December 2024

	TOTAL	
	DEC 2024	DEC 2023 (PP)
Income		
Art Sales - Main Gallery	1,481.00	7,652.00
Art School Income	626.00	2,791.00
Art School Rent Income	375.00	250.00
Bluffton A-Tax		11,230.19
Donations - unrestricted funds		30.00
Holiday Boutique	2,834.00	2,797.00
Interest income		2.18
Judged Show Entry Fees		1,050.00
Membership Dues	150.00	625.00
Other Income	17.24	125.24
Total Income	**$5,483.24**	**$26,552.61**
Cost of Goods Sold		
Art Class Expense		229.00
Art Teacher expense		2,163.85
Total Art Class Expense		**2,392.85**
Artist Commissions		6,726.11
Total Cost of Goods Sold	**$0.00**	**$9,118.96**
GROSS PROFIT	**$5,483.24**	**$17,433.65**
Expenses		
Accounting & Professional Fees	42.50	
Advertising & Marketing	1,542.35	1,557.60
CC, Disc, & Paypal Charges		21.75
Community Events	89.58	
Interest	7.65	3.24
Judged Show expenses		
Judged show - Advertising/Promotion		400.00
Total Judged Show expenses		**400.00**
Landscaping Expense		200.00
Rent - Main Gallery		3,780.00
Repair & Maintenance		308.77
Square Fees	145.03	428.02
Supplies, Office & Operating	124.17	109.52
Taxes & Licenses		51.85
Telephone / Internet		137.97
Utilities - Electric		226.97
Utilities - Water	12.09	94.54
Total Expenses	**$1,963.37**	**$7,320.23**
NET OPERATING INCOME	**$3,519.87**	**$10,113.42**
NET INCOME	**$3,519.87**	**$10,113.42**

MINUTES
SOBA Board of Directors
June 16, 2025
Art School Building

Members Present: Karen Richards, Cathy Thiem, Jeanne Francisco, Pat Diemand, Ann Hyde
Excused – Barbara Pecce, Jan Urbanic
Incoming Board Members Observing: Terri King, Jow Walker

A prayer was led by Karen Richards.
The Board meeting was brought to order by Karen Richards at 10:08 AM.

President's Report – Karen Richards reported:
Slate of Board nominees voted on and accepted at the Annual Member meeting May 10, 2025.
Fast Frames of HHI donated frames which are stored at Karen's house for another "Art Supply Yard sale. Date TBD.
Updated us on SOBA BYOB BBQ sale of Tickets.
May River High School update –waiting for board approval for the mural.
Voting started for Lowcountry 's Best - Voting from June 2 - June 20. Urged us to vote every day https://www.votelowcountry.com/
Met last Wednesday with the new incoming executive board members, art school & membership directors for a lunch get together as a way to get to know and "bond" with each other since 3 of the incomings are very new to SOBA. Although Jean Silver was unable to attend it was a good get together.
All the incomings have been invited to the next three board meetings and asked to attend and observe at least one board meeting prior to September. Not all can make it this Monday, but we may have a few.
I advised the incoming that their outgoing counterpart will contact them at some point after our board meeting Monday to get together sometime in the next few weeks to go over their job descriptions. Invite incoming counterparts to observe/assist the outgoing board members do their job over the next few months to become familiar with how responsibilities are carried out.

Secretary's Report - Cathy Thiem reported:
Asked for approval of May Minutes 2025. **Minutes approved.**

Treasurer's Report - Jeanne Francisco reported:
Profit & Loss Statement - Sept. 1, 2024, through June 12, 2025, compared to previous year to date handed out. Report attached and placed on file.
Motion: To approve the A-Tax application in the amount of $40,000 for the time frame 9/1/25 through 8/31/26 and agree to be financially responsible for carrying out the grant to the stage of completion.
Motion Approved.

Marketing Report - Ann Hyde:
Passed out a handout with 30-day website analytics including top post, referrals, sessions and pageviews, media updates, agenda going forward, and artist content. Placed on file.
Paid ads on our Yelp Page, we have a $300 credit, and a charge of $480 per month can be cancelled at any time.

ROI (Return on Investment): New Social Media ideas that can be done with limited resources. Social Media & Print Ads.
Ordered more business cards and put on lower right shelf in Gallery.

Gallery Report – Cathy Thiem (Carol Dombrowski Retired Position)
Inventoried and purchased supplies that were needed.
Worked with Pat Diemand to re-organize gallery closet, bathroom shelves, front desk and shelf table area.

Art School Report - Barbara Pecce excused:
No report.

Staffing Director Report – Jan Urbanic reported excused:
No issues.

Gallery Display Report - Pat Diemand reported:
Worked hard cleaning out gallery closet with Cathy Thiem.
No display issues this month.
Reserving the small wall before you enter the grey room for the high school McCracken Scholarship recipients which is scheduled for July. **Karen to reach out to Marie Burgeson who is in charge. Marie to give Pat tag information.**

Membership Director Report – Marianne Thatcher:
Membership survey had over 68 responses because of additional emphasis at annual meeting and email.
Based on responses, most are comfortable with Square. 35% have never entered a sale for Art not in Square (Porch and Lawn).
24% would like more information about Membership
16% would like more information about what to do if you can't work your shift
19% would like more information about connecting artists with potential clients
If you requested access to the survey, you could still see the full results. I am happy to add anyone else who wants to see them.

New Business:
Motion:
To update membership fees as follows.

- Eliminate double staffing category.
- All members pay $75 to be Supporting Members. Exhibiting members pay an additional $100 fee to exhibit ($175 total). A limited number of Non-Staffing Exhibiting Memberships will be available for a fee of $200.00 ($275.00 total). Non staffing admission will be decided upon a case-by-case basis by the Membership Chair.
- Jewelry, 3-D, Stained Glass will be juried at the July Board meeting July 21st.
- Existing 2-D members may automatically renew. New 2-D applicants will be juried in on a case-by-case basis.

Motion Approved

Motion: To open membership for 2025–2026-year on July 25, 2025.
Reword and make clear on website the verbiage of each membership so all members understand the categories when they sign up.
Motion Approved.
Motion: Limit photography membership to 15.
Motion Approved.

Art Supply yard Sale August. TDB at July board meeting.
Date and place for Outgoing Membership Luncheon is on August 18 after board meeting. Place TBD at July board meeting.

Next Meeting – Monday, July 21, 2025, 10 AM – 12: PM in the Art School Building.

Submitted by,
Cathy Thiem, Board Secretary

Budget vs. Actuals_Budget_FY23_P&L__Report

September 1, 2022-August 31, 2023

ACCOUNT	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET BY	PERCENT OF BUDGET
Income				
40000 Art Sales - Main Gallery	$134,484.81	$0.00	$134,484.81	
40200 Art School Income	$47,612.00	$0.00	$47,612.00	
40300 Holiday Boutique	$5,955.20	$0.00	$5,955.20	
40400 Membership Dues	$29,050.00	$0.00	$29,050.00	
40600 Other Income	$398.17	$0.00	$398.17	
45300 Bluffton A-Tax	$8,388.14	$0.00	$8,388.14	
45500 Art School Rent Income	$140.00	$0.00	$140.00	
Art Auction (deleted)	$18,734.00	$0.00	$18,734.00	
Art Sales - Student	$1,235.00	$0.00	$1,235.00	
Donations - unrestricted funds	$2,131.00	$0.00	$2,131.00	
Interest income	$399.78	$50.00	$349.78	799.56 %
Judged Show Entry Fees	$4,825.00	$5,600.00	-$775.00	86.16 %
Art Sales - Main Gallery	$0.00	$150,000.00	-$150,000.00	0.0 %
Art School Income	$0.00	$42,000.00	-$42,000.00	0.0 %
Bluffton A-Tax	$0.00	$13,000.00	-$13,000.00	0.0 %
Fund Raiser - Pearl Gala	$0.00	$1,000.00	-$1,000.00	0.0 %
Holiday Boutique	$0.00	$2,500.00	-$2,500.00	0.0 %
Membership Dues	$0.00	$25,000.00	-$25,000.00	0.0 %
Total for Income	**$253,353.10**	**$239,150.00**	**$14,203.10**	**105.94 %**
Cost of Goods Sold				
60000 Artist Commissions	$92,015.79	$0.00	$92,015.79	
60500 Art Class Expense	$2,174.90	$0.00	$2,174.90	--
Art Teacher expense	$30,392.15	$0.00	$30,392.15	
Total for 60500 Art Class Expense	**$32,567.05**	**$0.00**	**$32,567.05**	
Artist Commissions - Student	$1,140.00	$0.00	$1,140.00	
Art Class Expense	$0.00	$1,300.00	-$1,300.00	0.0 %
Art Teacher expense	$0.00	$30,000.00	-$30,000.00	0.0 %
Total for Art Class Expense	**$0.00**	**$31,300.00**	**-$31,300.00**	**0.0 %**
Artist Commissions	$0.00	$97,500.00	-$97,500.00	0.0 %
Total for Cost of Goods Sold	**$125,722.84**	**$128,800.00**	**-$3,077.16**	**97.61 %**
Gross Profit	$127,630.26	$110,350.00	$17,280.26	115.66 %
Expenses				
60100 Advertising & Marketing	$16,779.98	$0.00	$16,779.98	
61500 CC, Disc, & Paypal Charges	$500.86	$0.00	$500.86	
62000 Accounting & Professional Fees	$7,526.25	$0.00	$7,526.25	
62500 Dues & subscriptions	$346.00	$0.00	$346.00	
63050 Judged Show expenses	$1,033.91	$0.00	$1,033.91	--
Judged show awards	$3,700.00	$0.00	$3,700.00	
Total for 63050 Judged Show expenses	**$4,733.91**	**$0.00**	**$4,733.91**	
63500 Insurance	$1,288.00	$0.00	$1,288.00	
63800 Landscaping Expense	$2,400.00	$0.00	$2,400.00	
64000 Postage	$284.35	$0.00	$284.35	
64500 Printing & Signage	$168.60	$0.00	$168.60	
65000 Rent	$39,674.00	$0.00	$39,674.00	

ACCOUNT	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET BY	PERCENT OF BUDGET
65200 Repair & Maintenance	$4,586.49	$0.00	$4,586.49	
65400 Scholarships Paid	$6,000.00	$0.00	$6,000.00	
66000 Supplies, Office & Operating	$5,148.56	$0.00	$5,148.56	
66300 Taxes & Licenses	$51.85	$0.00	$51.85	
66500 Telephone / Internet	$944.06	$0.00	$944.06	
67000 Utilities - Electric	$3,095.01	$0.00	$3,095.01	
67500 Utilities - Water	$474.63	$0.00	$474.63	
Bank charge	$3.00	$0.00	$3.00	
Janitorial Services	$800.00	$0.00	$800.00	
Square Fees	$6,289.89	$5,500.00	$789.89	114.36 %
Accounting & Professional Fees	$0.00	$7,000.00	-$7,000.00	0.0 %
Advertising & Marketing	$0.00	$15,000.00	-$15,000.00	0.0 %
CC, Disc, & Paypal Charges	$0.00	$900.00	-$900.00	0.0 %
Dues & subscriptions	$0.00	$350.00	-$350.00	0.0 %
Insurance	$0.00	$510.00	-$510.00	0.0 %
Judged Show expenses	$0.00	$5,600.00	-$5,600.00	0.0 %
Landscaping Expense	$0.00	$2,800.00	-$2,800.00	0.0 %
Postage	$0.00	$400.00	-$400.00	0.0 %
Printing & Signage	$0.00	$1,600.00	-$1,600.00	0.0 %
Rent	$0.00	$47,275.00	-$47,275.00	0.0 %
Repair & Maintenance	$0.00	$2,500.00	-$2,500.00	0.0 %
Supplies, Office & Operating	$0.00	$2,500.00	-$2,500.00	0.0 %
Taxes & Licenses	$0.00	$100.00	-$100.00	0.0 %
Telephone / Internet	$0.00	$1,500.00	-$1,500.00	0.0 %
Utilities - Electric	$0.00	$3,500.00	-$3,500.00	0.0 %
Utilities - Water	$0.00	$500.00	-$500.00	0.0 %
Total for Expenses	**$101,095.44**	**$97,535.00**	**$3,560.44**	**103.65 %**
Net Operating Income	$26,534.82	$12,815.00	$13,719.82	207.06 %
Other Income	$0.00	$0.00	$0.00	
Other Expenses				
Other Miscellaneous Expense	$0.00	$0.00	$0.00	--
Art Auction Benefit Expense (deleted)	$13,983.11	$0.00	$13,983.11	
Total for Other Miscellaneous Expense	**$13,983.11**	**$0.00**	**$13,983.11**	
Total for Other Expenses	**$13,983.11**	**$0.00**	**$13,983.11**	
Net Other Income	-$13,983.11	$0.00	-$13,983.11	
Net Income	$12,551.71	$12,815.00	-$263.29	97.95 %

Budget vs. Actuals_Budget_FY24_P&L__Report

September 1, 2023-August 31, 2024

ACCOUNT	SEPTEMBER 2023				OCTOBER 2023				NOVEMBER 2023				DECEMBER 2023				JANUARY 2024				FEBRUARY 2024				MARCH 2024				APRIL 2024				MAY 2024				JUNE 2024				JULY 2024				AUGUST 2024				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET BY	PERCENT OF BUDGET

ACCOMMODATIONS TAX ADVISORY COMMITTEE
STAFF REPORT
Department of Finance & Administration

MEETING DATE: August 19, 2025
SUBJECT: Society of Bluffton Artists: Getting the Word Out Phase 2
PROJECT MANAGER: Shannon Milroy, Budget & Procurement Manager

Summarized below is the application from the Society of Bluffton Artists (SOBA) for Accommodations Tax grant dollars in support of advertising and promotion for the organization's Fiscal Year 2026 expenses from September 1, 2025 – August 31, 2026.

Total Budget, per application: **$40,000**
Requested Amount: **$40,000**
Percentage of Request^: **100%**
^Includes up to 100% for Advertising & Promotion plus up to 50% of remaining expenses

Eligible Tourism-Related Expense Categories (per SC Code of Laws)	Total Budget for Category, per budget form		Budget Items Eligible for ATAX Funds
Advertising & Promotion of Tourism or Arts and Cultural Events	$40,446		
Facilities for Civic and Cultural Events	-		
Public Facilities	-		
Municipality and County Services	-	*	
Tourist Transportation	-	*	
Other/Ineligible Project Expenses	186,259		
Total	**$226,705**		

*Reimbursement will be based on the estimated percentage of tourists provided for

Budgeted Expenses Summary:

Advertising & Promotion:
Total Budget: $40,446

- Includes print and digital advertising as well as social media ads, eblasts, mailers, flyers and posters

Other/Ineligible Project Expenses:
Total Budget: $206,195

- Includes rent, operating expenses, utilities, professional fees, supplies, insurance, and maintenance

Table Rating (Scores 0-5 with 5 satisfying the qualifications best, exception Advertising 0-15)

Amount Requested	Advertising (15)	Tourism Draw % (5)	Benefit to Tourism (5)	Self-Sufficiency % (5)	Misc. (10)	Total of 40 possible	Comments
$40,000	11	4	3	5	8	31	

Advertising: This request is 100% related to advertising and promotion. Most of the advertising will be done in local publications/media (Local Life, Bluffton/HH Sun, Explore Bluffton, Pink Magazine, Island Events, Bluffton Guide, LowCountry Weekly), digitally (visitbluffton.org, Facebook, Instagram, YELP, YouTube, TripAdvisor, Google My Business) and through the hanging of posters locally and distribution of flyers.

Tourism Draw %: Approximately 51% of gallery visitors are from out of the area for the most recently completed calendar year of 2024.

Benefit to Tourism: SOBA has been a Bluffton presence for 30 years, and in that time has sponsored or participated in local festivals, art walks and events that Old Town Bluffton Merchants Society schedules.

Self-Sufficiency % (Financial Need): The request is approximately 5.7% of SOBA's projected total FY2026 budget of $226,705. Other sources of income include sponsorships, donations, membership fees, judged show entry fees, merchandise sales, the art school and rental income.

Previous Funding Amounts						
Fiscal Year	**Requested Amount**	**% of Budget**	**Advisory Committee Recommendation**	**Town Council Approved**	**Expended**	**Comments**
2025	$27,000	11.5%	$27,000	$27,000	$16,425.77	Expenses January - May 2025 to date; June submitted and under review
2024	$20,000	8%	$20,000	$20,000	$18,740.81	Final Report Submitted
2023	$15,000	50%	$15,000	$15,000	$14,402.49	
2022	$16,063	50%	$16,063	$16,063	$15,178.16	

Accommodations Tax Committee Recommendations and Comments:

_____

The Committee recommends funding $_____ for _____.

TOWN OF BLUFFTON ATAX GRANT APPLICATION SCORING SHEET

Entity: **Society of Bluffton Artists** Project: **Getting the Word Out Phase 2** Project Type: **Advertising/Promotion**

Scoring Category	Points Possible	Points Awarded
ADVERTISING	**15**	
Part 1: Five (5) points possible. Based on how much of the requested funds go toward advertising.		
0% of funds go toward advertising	**0 points**	
1% - 20% of funds go toward advertising	**1 point**	
21% - 40% of funds go toward advertising	**2 points**	
41% - 60% of funds go toward advertising	**3 points**	
61% - 80% of funds go toward advertising	**4 points**	
81% - 100% of funds go toward advertising	**5 points**	
Part 2: Ten (10) points possible. Based on <u>where</u> the advertising is placed.		
None of the funds go toward advertising	**0 points**	
Local newspapers/periodicals and electronic advertising (ex. Island Packet, The Bluffton Sun)	**2 points**	
Local guides/periodicals specifically geared toward tourists with a shelf life of more than 30 days	**4 points**	
Larger regional publications and electronic marketing within 100 miles (ex. Charleston or Savannah news outlets)	**6 points**	
Newspapers/periodicals/electronic marketing to large, metropolitan areas outside of 100 miles away (ex. Atlanta, Charlotte, Washington, D.C., Chicago)	**8 points**	
Nationally distributed newspapers/periodicals/electronic marketing (ex. USA Today, NY Times, Southern Living Magazine)	**10 points**	
TOURIST FACILITIES	**15**	
Higher point value given based on anticipated ratio of tourists to locals		
FESTIVAL/EVENT	**5**	
Higher point value given to requests for festivals or events		
Length of event/festival should be considered. Is it an all-day event versus a two-hour event? Multi-day event?		
BLUFFTON EVENT	**5**	
Higher point value given to events held within the town limits of Bluffton and/or spanning multiple locations		
TOURISM DRAW	**5**	
0% of attendees are tourists based on historical or projected information	**0 points**	
1% - 20% of attendees are tourists based on historical or projected info	**1 point**	
21% - 40% of attendees are tourists based on historical or projected info	**2 points**	
41% - 60% of attendees are tourists based on historical or projected info	**3 points**	
61% - 80% of attendees are tourists based on historical or projected info	**4 points**	
81% - 100% of attendees are tourists based on historical or projected info	**5 points**	
BENEFIT TO TOURISM (LOCAL ECONOMY)	**5**	
Higher point value given to events that encourage overnight stays and/or have local business participation		
SELF SUFFICIENCY	**5**	
100% of budget from ATAX request	**0 points**	
80% - 99% of budget from ATAX request	**1 point**	
60% - 79% of budget from ATAX request	**2 points**	
40% - 59% of budget from ATAX request	**3 points**	
20% - 39% of budget from ATAX request	**4 points**	
1% - 19% of budget from ATAX request	**5 points**	
MISCELLANEOUS	**10**	
Only use if applicant does not qualify as a festival/event		
Group Average Point Total (out of a possible 40 points)		
Group Average Percentage		

Milroy, Shannon

From: noreply@civicplus.com
Sent: Wednesday, June 25, 2025 5:02 PM
To: ATax Communications
Subject: Online Form Submittal: Accommodations Tax Grant Application

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

Accommodations Tax Grant Application

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Accommodations Tax Grant Application Instructions	Accommodations Tax Grant Application Instructions
Accommodations Tax Grant Application Instructions	I have read and acknowledged the Town of Bluffton, SC Accommodations Tax Grant Application Instructions.
	(Section Break)
Application Date	6/25/2025
Project Name	HISTORIC BLUFFTON ARTS & SEAFOOD FESTIVAL
Project/Event Location	BLUFFTON
Is this a new project or event?	No
Project/Event Start Date:	10/11/2025
Project/Event End Date	10/19/2025
Multi-Year Project/Event?	Yes

Total Project Costs	$229,700
Total ATAX Funds Requested	$80,000
Percent of Total Budget	35%
Date the funds are needed:	8/31/2025
Full Legal Organization Name	HISTORIC BLUFFTON ARTS & SEAFOOD FESTIVAL INC.
Address	PO BOX 2648
Street Address Line 2	*Field not completed.*
City	BLUFFTON
State	SC
Zip Code	29910
Applicant must be designated as a non-profit entity to receive ATAX funds. Is your entity a non-profit organization?	Yes

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Organization Primary Point of Contact

First Name	MARY
Last Name	O'NEILL
Title	PRESIDENT
Phone Number	843-815-2472
E-mail Address	maryaoneill6@aol.com

(Section Break)

Organization Secondary Point of Contact

First Name	JOHN

Last Name	ANDERSON
Title	TREASURER
Phone Number	843-422-8780
E-mail Address	janderson@coastalstatesbank.com

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Project Description:	THE HISTORIC BLUFFTON ARTS & SEAFOOD FESTIVAL WAS CREATED TO HELP FURTHER A SENSE OF COMMUNITY AND TO BENEFIT THE CITIZENS, THE LOCAL AREA MERCHANTS AND ARTISTS THROUGH TOURISM. THE WEEKLONG ACTIVITIES CREATE A GREAT DESTINATION VENUE FOR VISITORS AND WAS RECOGNIZED JUST AS THAT BY THE SOUTHEAST TOURISM SOCIETY AS ONE OF THE TOP 20 EVENTS IN THE SOUTHEAST. IT IS TOUTED AS AND TRULY IS THE CELEBRATION “WHERE FINE ART AND THE BOUNTY OF THE SEA COME TOGETHER”! THIS REQUEST IS FOR THE PARTIAL FUNDING OF THE PROMOTION/ADVERTISING/ SECURITY/SHUTTLES/RENTALS, FIREWORKS DISPLAY FOR THE HISTORIC BLUFFTON ARTS & SEAFOOD FESTIVAL. THE ACTIVITIES SCHEDULED THROUGHOUT THE CELEBRATION OFFER SOMETHING FOR EVERYONE AND SHOWCASE THE LOCALLY HARVESTED SEAFOOD, DELICIOUS LOW COUNTRY CUISINE, RICH CULTURE AND HISTORY, GREAT ART AND SOUTHERN HOSPITALITY FOUND ONLY IN BLUFFTON
List any required permits, if applicable. If none, type “N/A":	ABL and TENT PERMIT
Describe all planned advertising and marketing for this project/event:	REGIONAL & BEYOND • Southern Living Magazine (September ad) $21, 174 1/2 Vertical Carolina Region South Carolina/North Carolina Circulation: 327,400 1/2 Vertical Southeast Region Georgia/Florida Circulation: 489,200 1/2 Vertical Mid-Atlantic Region DC, DE, MD, NJ, NY, PA, VA Circulation: 412,600 TOTAL Circulation: 1,229,200 Added Value: Listing on Travel Planner page, Listing on BRC card that accompanies the Travel Planner Page, Listing on //SouthernLiving.com/Travel Planner. Leads transmitted weekly for 12 months from insertion.

From the ads we placed in 2024, we received over 5000 requests for additional information. With the September issue of Southern Living beginning to roll out the second week in August and on the newsstands on 8/24 it is perfect timing to boost the awareness and ticket sales for this year's festival in October!
Bonus: August E Blast by Southern Living – free with ½ page ads
Our newsletter advertising the festival will be sent to the email leads from all previous and current Southern Living ads as well as the leads from the South Carolina Living Magazine ad.
• The Vacation Planner, designed and mailed by the Hilton Head Island- Bluffton Chamber, is mailed out to over 140,000 people. $5010.00
Hilton Head Island Chamber Newsletter E-Blasts to 144,000 people.

• Our additional Digital Out of Town Advertising is targeted to Atlanta, Asheville, Augusta, Charleston, Charlotte, Columbia and Jacksonville. $7000

• Carolina Arts $520
• Sunshine Artist $900
• Online Festival Listings $600
• South Carolina Living Magazine $7175
Includes August & September Eblast to their 30,000 Opt-in travel subscribers

• Savannah Magazine $2000
• Radio $1500.00 ($1500 in kind – Sponsor)
• WTOC $3000.00
• Post & Courier $3000.00
Regional Total: $51,879
LOCAL PRINT & ACCOMPANING DIGITAL
• Celebrate Magazine's monthly circulation helps us reach tourists staying in Hilton Head Island vacation spots $3000
17,000 included in Visitor Check In Packages to Hotels, Short term rentals and Timeshare companies; 15,000 in Magazine Stands located in high traffic areas
• Island Packet/Beaufort Gazette $3000.00 ($1000 in kind – sponsor)
• City Sun (23,000 Households) $3000
• LOCAL LIFE MAGAZINE $4000
• WHHI NC Sponsor
• Posters $300
• Festival Guide NC Sponsor
Local Total: $12,300

	SOCIAL MEDIA $1000.00 Total advertising: $65,179; $9821 TBD
Please list all media outlets you intend to utilize for your project/event (i.e. names of magazines, TV and radio stations, etc.):	SEE ABOVE

All advertising/marketing paid for with Town of Bluffton Accommodations Tax dollars must incorporate the branding shown here: Town of Bluffton Brand Standards. The use of the Town's logo must meet the design standards outlined at the aforementioned link and be approved by the Town. Designs may be submitted electronically using this link. Please allow five (5) business days for approval.

Impact on or Benefit to Tourism:	THE WHOLE PROJECT/FESTIVAL IS DESIGNED TO INCREASE TOURISM TO BLUFFTON WHICH IS PROMOTED TO OUT OF TOWNERS THROUGH VARIOUS VENUES INCLUDING BUT NOT LIMITED TO PRINT AND DIGITAL ADVERTISING, RADIO, TV SPOTS, CHAMBER VACATION PLANNER, WEB SITE, E-BLAST, CHAMBER NEWSLETTER, AND OTHER SPECIFIC OUT OF TOWN TARGETED MARKET PIECES (DIRECT MAILING, SUNSHINE ARTIST, SOUTH CAROLINA LIVING, SOUTHERN LIVING, SAVANNAH MAGAZINE, ETC.) OUR ADVERTISING PROGRAMS HAVE BEEN VERY SUCCESSFUL IN BRINGING NEW VISITORS TO OUR AREA. WE STRIVE TO BRING TOURISTS TO BLUFFTON FOR THE FESTIVAL AND STAY IN BLUFFTON HOTELS. WE OFFER LOCAL HOTEL PACKAGES ON OUR WEB SITE TO ENCOURAGE JUST THAT ALONG WITH LOCAL RESTAURANT DEALS. WE BELIEVE THAT BROADENING OUR MARKET WITH ADVERTISING WILL ENCOURAGE VISITORS TO MAKE BLUFFTON A DESTINATION PLACE AND THAT LOCAL HOTELS AND RESTAURANTS WILL THEREFORE PROFIT DURING THE FESTIVAL CELEBRATION. IN FACT THAT WAS THE VERY RATIONALE BEHIND EXPANDING THE FESTIVAL FROM A ONE DAY EVENT IN 2005 TO A WEEKEND IN 2006 AND THEN TO THE WEEK LONG EVENT STARTING IN 2007. OUR GOAL IS TO FILL BEDS AND HAVE LOCAL BUSINESSES PROSPER AS WE HIGHLIGHT THE "GEMS OF BLUFFTON" (NATURAL BEAUTY OF THE RIVER COMMUNITY; ITS RICH HISTORY; THE PRISTINE MAY RIVER; THE BOUNTY OF THE LOCAL

	WATERWAYS; AND THE CULTURAL AND ARTISTIC ASPECT OF THE COMMUNITY). SINCE USCB HOSPITALITY STUDENTS CAN NO LONGER CONDUCT THE IPAD SURVEYS, FOUR YEARS AGO WE ADDED ZIPCODE COLLECTION ON THE SHUTTLES AND WE WILL CONTINUE THIS PRACTICE THIS YEAR. THIS METHOD IS MUCH MORE EFFICIENT SINCE MANY GUESTS DO NOT WANT TO COMPLETE THE LONGER IPAD SURVEY. MEALS ON WHEELS VOLUNTEERS FOR THIS COLLECTION

***"Tourist"* means a person who does not reside within the corporate limits of the Town or within a Town zip code that takes a trip into the corporate limits of the Town for any purpose, except daily commuting to and from work.**

***"Travel"* and *"Tourism"* mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.**

Additional Comments:	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

FINANCIAL INFORMATION

To download the Town's required Line-Item Budget Form, click here: https://www.townofbluffton.sc.gov/DocumentCenter/View/4295/ATAX-Grant-Application-Line-Item-Budget-Form

Download and save the form and hit "Back" in your web browser to return to the application. Once the form is completed, attach it on the following line.

Town's required Line-Item Budget Form:	ATAX Grant Application Line-Item Budget_20241007063541837 1.pdf HBASF.pdf
Most Recent Fiscal Year Balance Sheet and Profit and Loss Accounting Statement	FINANCIALS 2024-2025.pdf
Financial Guarantee	MINUTES 2025 HBASF.pdf

Applicant must provide a copy of official minutes wherein the sponsoring organization approves the project and commits the organization to financial responsibility for carrying it out to the stage of completion.

Please attach Budget vs. Actual statements for prior two years events.	HBASF 2023.pdf
Please attach Budget vs. Actual statements for prior two years events.	2024 budget HBASF exhibit 3.pdf
	(Section Break)
Have you requested, received, or been awarded ATAX funding from other state or local entities for this project/event?	No
Have you received or been awarded ATAX funding from other state or local entities for any other project/event?	Yes
Awarding Agency	TOB ATAX
Amount	$80,000
Project/Event	HISTORIC BLUFFTON ARTS & SEAFOOD FESTIVAL 2024
Year of Award	2024
Awarding Agency	TOB ATAX
Amount	$80,000
Project/Event	HISTORIC BLUFFTON ARTS & SEAFOOD FESTIVAL 2023
Year of Award	2023

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

PRIOR RECIPIENT'S REPORT

If your organization has received ATAX funding from the Town of Bluffton in previous years, you must complete the below information.

If you have not received ATAX funding from the Town of Bluffton, please answer "No" and skip this section, and sign and submit your application.

Has your organization previously received ATAX funds from the Town of Bluffton?	Yes
Project/Event Name	HISTORIC BLUFFTON ARTS & SEAFOOD FESTIVAL
Year Awarded	2024
Amount Awarded	80000
Was a final report submitted?	Yes
What was the total number of tourists?	10,580
What was the percentage of tourists?	46%
	(Section Break)
Please attach a copy of your organization's IRS Designation Letter showing your non-profit status .	HBASF non profit.pdf
Please upload a copy of your current Town of Bluffton Business License, which is required of all applicants.	HBASF business license.pdf
Additional Application Documents	HBASF MARKETING BUDGET 2025.pdf
Additional Application Documents	BUDGET 2025.pdf

Additional Application Documents	*Field not completed.*
Additional Application Documents	*Field not completed.*
Additional Comments	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

All applicants will be required to come before the Accommodations Tax Advisory Committee (ATAC) and answer any and all questions when scheduled to do so.

Any organization awarded funds for advertising/marketing must incorporate the Bluffton Heart of the Lowcountry brand logo in all promotional materials and advertising.

The South Carolina Freedom of Information Act (FOIA) defines a "public body" as any organization or corporation supported in whole or in part by public funds or expending public funds. If awarded, your organization's acceptance of public funds from the Town of Bluffton may cause your organization to come within the meaning of "public body" as defined by the Freedom of Information Act. S.C. Code Ann. §30-4-10, et seq. (Supp. 2002). Accordingly, this is to advise that by accepting public funds, your organization may be subject to the South Carolina Freedom of Information Act.

By submitting this application, the organization certifies that it has read and understands the paragraphs above. The organization additionally certifies that it does not discriminate in any manner on the basis of race, color, national origin, age, sex, disability, religion, or language and that all funds that may be received by the applicant organization from the Town of Bluffton, South Carolina will be solely used for the purposes set forth in this application and will comply with all laws and statutes, including the South Carolina Code of Laws regarding Allocations of Accommodations Tax Revenues.

By typing your name below, you are signing this application electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this application.

Signature	Mary A O'Neill
Signatory's Title or Position	PRESIDENT

Email not displaying correctly? View it in your browser.

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Incorporation, Nonprofit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

HISTORIC BLUFFTON ARTS & SEAFOOD FESTIVAL, INC., a nonprofit corporation duly organized under the laws of the State of South Carolina on February 26th, 2007, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of the State of South Carolina this 28th day of February, 2007.

Mark Hammond

Mark Hammond, Secretary of State

TOWN OF BLUFFTON

TOWN OF BLUFFTON -

Expires:04/30/2026

License No. 25-03-6501

Date Issued: 03/03/2025

NAICS Title: Promoters of Performing Arts, Sports, and Similar Events with Facilities

Business Name: Historic Bluffton Arts & Seafood Festival, Inc

Business DBA Name: Historic Bluffton Arts & Seafood Festival, Inc

Business Type:

Non Profit - Promoters of Performing Arts, Sports, and Similar Events with Facilities

Physical Address:

32 Spartina Crescent
Bluffton, SC
29910

NON-TRANSFERABLE | TO BE PLACED IN A CONSPICUOUS PLACE

Section 6-21 Purpose and Duration of Business License

ALL BUSINESSES LOCATED IN THE TOWN OF BLUFFTON MUST POST THE BUSINESS LICENSE IN A VISIBLE LOCATION WITHIN THE BUSINESS LOCATION AS REFERENCED ABOVE AND IS VALID FOR THIS LOCATION ONLY. ALL BUSINESSES LOCATED OUTSIDE THE TOWN OF BLUFFTON MUST KEEP A CURRENT COPY WHILE CONDUCTING BUSINESS INSIDE THE TOWN OF BLUFFTON. CHANGE IN LOCATION OR OWNERSHIP REQUIRES A NEW LICENSE. IF THE BUSINESS IS CLOSED, CONTACT OUR OFFICE AT 843-706-4501 TO UPDATE ACCOUNT.

John Anderson
Rotary Club of Bluffton
PO BOX 142
BLUFFTON, SC 29910

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

REVENUES

Revenues - Cash

Sponsorships	$	20,000
Donations	$	
ATAX Grants/Funding from Other Entities*	$	

** Do **NOT** include anticipated award funds requested in this application*

Other Grants (please name):	$	
Vendor Fees	$	70,000
Registration Fees	$	31,775
Other Fees (please name):	$	
Other Fees (please name):	$	
Mercandise Sales	$	12,000
Other Sales (please name):	$	
Other Sales (please name):	$	
Other Revenue (please name):RESERVE FROM 2024	$	20,000
Other Revenue (please name):	$	

Revenues - In-Kind Contributions

Volunteer Hours	$	884
Donated Items	$	4,000
Donated Services	$	8,000
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	

Total All Revenue Sources: **$** 1049.775

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

		Amount
Advertising & Promotion of Tourism or Arts and Cultural Events		
Local Newspaper/Digital Advertising	$	6,000
Regional Newspaper/Digital Advertising	$	10,520
National Newspaper/Digital Advertising	$	
Local Magazine/Digital Advertising	$	7,000
Regional Magazine/Digital Advertising	$	30,349
National Magazine/Digital Advertising	$	
Local Radio Advertising	$	
Regional Radio Advertising	$	1,500
National Radio Advertising	$	
Local Television Advertising	$	
Regional Television Advertising	$	3,000
National Television Advertising	$	
Billboards	$	
Social Media Advertising	$	1,000
E-mail and/or Text Blasts	$	1,000
Postcards/Mailers	$	
Posters/Banners/Signage	$	4,000
Graphic Design of Marketing/Writing or Press Releases	$	500
Web Hosting for **Event** (not organization)	$	
Other (please name):HH/B CHAMBER VACATION PLANNER	$	5,010
Other (please name):ARTIST RECRUITING - SUNSHINE ARTIST	$	900
Other (please name):ONLINE FESTIVAL LISTINGS	$	600
Other (please name):ADDITIONAL ADVERTISING TBD	$	4,621
Other (please name):	$	
Facilities for Civic and Cultural Events		
Rentals: Tables, Chairs, Stages, Tents	$	10,000
Rental: Sound, Audio Equipment	$	
Construction	$	
Repairs to Facilities	$	
Maintenance of Facilities	$	
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

		Amount
Tourist Transportation		
Company Name: OLD TOWN TROLLEY SAVANNAH	$	7,000
Company Name:	$	
Public Facilities		
Temporary/Portable Restrooms	$	8,000
Permanent Restrooms	$	
Parks	$	
Parking Lots	$	500
Other (please name):	$	
Other (please name):	$	
Municipality and County Services		
Dumpster Rental/Trash Hauling	$	2,000
Security Provided by Bluffton Police Department	$	6,000
Security **NOT** Provided by Bluffton Police Department	$	5,000
Total of ATAX Eligible Expenses:	$	2612

Other/Ineligible Expenses

Applicants should list all other project/event expenses that are not eligible for ATAX funds and not listed above.

Item		Amount
ART IN THE PARK FOR CHILDREN	$	1,500
WEBSITE	$	1,500
PHOTOGRAPHY	$	500
ENTERTAINMENT	$	48,500
5K RUN/HEALTH WALK	$	6,000
INSURANCE	$	7,000
KIDS FISHING TOURNAMENT	$	500
MERCHANDISE	$	6,000
MISC SUPPLIES	$	1,000
PRINTING	$	3,000
SOIREE DINNER	$	1,000
WADDELL DINNER EXPENSE	$	1,000
Total of Other/Ineligible Expenses:	$	1076.5
Total Project/Event Budget:	**$**	3687.5
Total Project/Event Profit or Loss	**$**	-2637.725

HISTORIC BLUFFTON ARTS & SEAFOOD FESTIVAL MARKETING PLAN 2025

ADVERTISING BUDGET 2025 **$75,000.00**

REGIONAL & BEYOND

- **Southern Living Magazine (September ad)** **$21, 174**
  1/2 Vertical Carolina Region
  South Carolina/North Carolina Circulation: 327,400
  1/2 Vertical Southeast Region
  Georgia/Florida Circulation: 489,200
  1/2 Vertical Mid-Atlantic Region
  DC, DE, MD, NJ, NY, PA, VA Circulation: 412,600
  TOTAL Circulation: 1,229,200
  Added Value: Listing on Travel Planner page, Listing on BRC card that accompanies the Travel Planner Page, Listing on SouthernLiving.com/Travel Planner. Leads transmitted weekly for 12 months from insertion.

From the ads we placed in 2024, we received over 5000 requests for additional information. With the September issue of Southern Living beginning to roll out the second week in August and on the newsstands on 8/24 it is perfect timing to boost the awareness and ticket sales for this year's festival in October!

Bonus: August E Blast by Southern Living – free with ½ page ads

Our newsletter advertising the festival will be sent to the email leads from all previous and current Southern Living ads as well as the leads from the South Carolina Living Magazine ad.

- **The Vacation Planner**, designed and mailed by the Hilton Head Island- Bluffton Chamber, is mailed out to over 140,000 people. **$5010.00**
  Hilton Head Island Chamber Newsletter E-Blasts to 144,000 people.

- Our additional Digital Out of Town Advertising is targeted to Atlanta, Asheville, Augusta, Charleston, Charlotte, Columbia and Jacksonville. **$7000**

- **Carolina Arts** **$520**
- **Sunshine Artist** **$900**

- **Online Festival Listings** **$600**

- **South Carolina Living Magazine** **$7175**

  Includes August & September Eblast to their 30,000 Opt-in travel subscribers

- **Savannah Magazine** **$2000**
- **Radio** **$1500.00 ($1500 in kind – Sponsor)**
- **WTOC** **$3000.00**
- **Post & Courier** **$3000.00**
- **TBD**

Regional Total: $51,879

LOCAL PRINT & ACCOMPANING DIGITAL

- **Celebrate Magazine**'s monthly circulation helps us reach tourists staying in Hilton Head Island vacation spots **$3000**

  17,000 included in Visitor Check In Packages to Hotels, Short term rentals and Timeshare companies; 15,000 in Magazine Stands located in high traffic areas

- **Island Packet/Beaufort Gazette** **$3000.00 ($1000 in kind – sponsor)**
- **City Sun** (23,000 Households) **$3000**
- **LOCAL LIFE MAGAZINE** **$4000**
- **WHHI** **NC Sponsor**
- **Posters** **$300**
- **Festival Guide** **NC Sponsor**

Local Total: $12,300

SOCIAL MEDIA **$1000.00**

Total advertising: $65,179; $9821 TBD

Website Update **$1500.00**

Historic Bluffton Arts & Seafood Festival 2025 BUDGET

INCOME	
SPONSORSHIP	**$ 20,000.00**
FUNDING GRANTS (HOSPITALITY TAX, ACCOMMODATIONS TAX, ETC.)	**$ 80,000.00**
VENDOR FEES FOOD VENDORS $23,000 ARTISTS $47,000	**$ 70,000.00**
MERCHANDISE SALES	**$ 12,000.00**
5K/10K RUN/HEALTH WALK RACE REGISTRANT (150 AT $40.00)	**$ 9,000.00**
SOIREE DINNER (125 ATTENDEES @ $150PP)	**$18,750.00**
SYMPHONY TABLES (15@ $135.00)	**$2025.00**
WADDELL MARICULTURE TOUR & AUTHOR NIGHT	**$2,000.00**
TOTAL INCOME	**$ 213,775.00**

EXPENSES

ADVERTISING **$ 75,000.00**

PRINT

Ads

- Newspaper

Local -The Island Packet/Beaufort Gazette/Savannah Morning News, City Sun, Post & Courier

- Magazines

Local

Out of Town

Artist Recruiting

Posters

Vacation Planner (Chamber)

DIGITAL

RADIO

SOCIAL MEDIA

TV

ART IN THE PARK FOR CHILDREN **$1500.00**

DONATIONS **$19,000.00**

INTERNET/WEBSITE **$ 1500.00**

PHOTOGRAPHY **$ 500.00**

ENTERTAINMENT **$ 48,500.00**

MUSIC $28,000

OTHER

Fireworks $20,500

5K RUN/HEALTH WALK **$ 6,000.00**

INSURANCE **$ 7,000.00**

KIDS FISHING TOURNAMENT **$ 500.00**

MERCHANDISE (Hats, T-shirts, Commemorative Posters)	**$ 6,000.00**
MISC. SUPPLIES	**$ 1,000.00**
PHONE	**$ 950.00**
POSTAGE, MAILING SERVICE	**$ 250.00**
PRINTING	**$3,000.00**
RENTAL *EQUIPMENT(TENTS, STAGES, TABLES, CHAIRS, ETC)* *PORTABLE TOILETS & DUMPSTERS* *BARGES FOR FIREWORKS*	**$30,000.00**
SECURITY	**$11,000.00**
SOIREE DINNER MISC	**$1,000.00**
SIGNAGE/BANNERS	**$ 4,000.00**
TRANSPORTATION (LRTA Shuttles)	**$ 7,000.00**
WADDELL EXPENSE	**$1,000.00**
BANK & CC CHARGES	**$3,000.00**
BUSINESS FEES	**$2,000.00**
TOTAL EXPENSES	**$ 229,700.00**
TOTAL INCOME	**$ 213,775.00**
HBASF RESERVE BALANCE 2023	**$ 20,000.00**
BALANCE	**$ 4,075.00**

Statement of Activity

Historic Bluffton Arts and Seafood Festival

May 1, 2024-April 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
4000 Sponsorships	$21,500.00
Kids Fishing Sponsorship	500.00
Total for 4000 Sponsorships	**$22,000.00**
4020 Vendor fees	0
4030 Food vendors	15,600.00
4040 Artist fees	43,511.08
Total for 4020 Vendor fees	**$59,111.08**
4050 Merchandise sales	12,361.00
4080 5K Run/Health Walk	$8,436.00
4081 Race registrations	80.00
4082 Race sponsorships	250.00
Total for 4080 5K Run/Health Walk	**$8,766.00**
4095 Author Night Donations	1,125.00
4100 Waddell Fundraiser	$1,755.00
4110 ' Waddell Admission	45.00
Total for 4100 Waddell Fundraiser	**$1,800.00**
43400 Direct Public Support	80,000.00
47200 Program Income	0
47230 Membership Dues	-980.00
Total for 47200 Program Income	**-$980.00**
Pops in the Park	1,280.00
Sales of Product Income	1,275.00
Soiree Dinner (Income)	19,500.00
Total for Income	**$206,238.08**
Cost of Goods Sold	
Gross Profit	**$206,238.08**
Expenses	
5001 Donations	19,000.00
5010 Advertising	$77,811.00
Online Targeted Advertising	193.24
Total for 5010 Advertising	**$78,004.24**
5015 Bank Charges	49.95
5030 Entertainment	41,179.95
5035 Festival Supplies	$999.94
Volunteer Tee-Shirts	905.22
Total for 5035 Festival Supplies	**$1,905.16**
5036 Waddell Expense	990.00
5040 5K Run/Health Walk expenses	5,763.49
5080 Insurance	5,682.98

Statement of Activity

Historic Bluffton Arts and Seafood Festival

May 1, 2024-April 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
5090 Security	4,980.80
5100 Merchandise	4,374.10
5110 Miscellaneous	2,072.92
5120 Printing	2,939.29
5126 Postage	216.00
5130 Rentals	13,903.88
5140 Transportation	6,394.32
5150 Telephone	848.20
5155 Web Site	638.09
5180 Blessing of the Fleet	100.00
60900 Business Expenses	0
60920 Business Registration Fees	1,516.10
Artist Recruiting	981.30
Total for 60900 Business Expenses	**$2,497.40**
62100 Contract Services	0
62110 Accounting Fees	631.30
Total for 62100 Contract Services	**$631.30**
65000 Operations	0
Credit Card Fees	359.18
Total for 65000 Operations	**$359.18**
65100 Other Types of Expenses	0
65120 Insurance - Liability, D and O	722.43
Total for 65100 Other Types of Expenses	**$722.43**
Banner Design	230.58
Hotel Expense	667.52
Kids Fishing Tournament	216.42
Soiree Dinner	390.00
Square Fees	2,177.21
Total for Expenses	**$196,935.41**
Net Operating Income	**$9,302.67**
Other Income	
Other Expenses	
Net Other Income	**0**
Net Income	**$9,302.67**

Statement of Financial Position

Historic Bluffton Arts and Seafood Festival

As of April 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
1010 CoastalStates Bank	119,767.70
Total for Bank Accounts	**$119,767.70**
Accounts Receivable	
Other Current Assets	
12000 Undeposited Funds	
12050 Cash on Hand	
Total for Other Current Assets	**0**
Total for Current Assets	**$119,767.70**
Fixed Assets	
Other Assets	
Total for Assets	**$119,767.70**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Credit Cards	
Other Current Liabilities	
2580 Prepaid Artist Fees	1,776.16
Total for Other Current Liabilities	**$1,776.16**
Total for Current Liabilities	**$1,776.16**
Long-term Liabilities	
Total for Liabilities	**$1,776.16**
Equity	
32000 Unrestricted Net Assets	103,539.72
Net Income	9,302.67
3000 Retained earnings	5,149.15
Total for Equity	**$117,991.54**
Total for Liabilities and Equity	**$119,767.70**

Minutes from Historic Bluffton Arts & Seafood Festival Board of Directors Meeting
May 19, 2025

Present: PRESIDENT Mary O'Neill; VICE PRESIDENT Larry Toomer; SECRETARY Mary Miller; TREASURER John Anderson; DIRECTOR Tina Toomer; DIRECTOR Chris Shoemaker .
Absent: DIRECTOR John Kirkland and DIRECTOR Gary Jeger

Call to Order

Mary O'Neill, President, called the meeting to order.

Treasurer's Report

John Anderson presented financial report including 2024 P&L along with the 2025 proposed budget for ATAX Grant.

Board approved.

Discussion

Festival Schedule of Events was reviewed and discussed. Each committee head shared their report.

Meeting adjourned at 8:00 pm.

Historic Bluffton Arts & Seafood Festival 2023 BUDGET

INCOME

SPONSORSHIP	**$ 22,000.00**
FUNDING GRANTS (HOSPITALITY TAX, ACCOMMODATIONS TAX, ETC.)	**$ 80,000.00**
VENDOR FEES FOOD VENDORS $12,000 ARTISTS $40,000	**$ 52,000.00**
MERCHANDISE SALES	**$ 9,000.00**
5K/10K RUN/HEALTH WALK RACE REGISTRANT (150 AT $40.00)	**$ 6,000.00**
SOIREE DINNER (120 ATTENDEES @ $150PP)	**$18,000.00**
WADDELL MARICULTURE TOUR & AUTHOR NIGHT	**$3,000.00**
TOTAL INCOME	**$ 190,000.00**

EXPENSES

ADVERTISING **$ 60,000.00**

PRINT

Ads

- Newspaper

Local -The Island Packet/Beaufort Gazette/Savannah Morning News, City Sun

- Magazines

Local

Out of Town

Artist Recruiting

Posters

Vacation Planner (Chamber)

DIGITAL

RADIO

SOCIAL MEDIA

TV

DONATIONS **$16,000.00**

INTERNET/WEBSITE **$ 1500.00**

PHOTOGRAPHY **$ 500.00**

ENTERTAINMENT **$ 48,500.00**

MUSIC $28,000

OTHER

Fireworks $20,000

Magician $500

5K RUN/HEALTH WALK **$ 3,000.00**

INSURANCE **$ 6,000.00**

KIDS FISHING TOURNAMENT **$ 500.00**

LABOR **Security & Fire**	**$15,000.00**
MERCHANDISE (Hats, T-shirts, Commemorative Posters)	**$ 5,000.00**
MISC. SUPPLIES	**$ 2,500.00**
PHONE	**$ 950.00**
POSTAGE, MAILING SERVICE	**$ 200.00**
PRINTING	**$2,500.00**
RENTAL *EQUIPMENT(TENTS, STAGES, TABLES, CHAIRS, ETC)* *PORTABLE TOILETS & DUMPSTERS* *BARGES FOR FIREWORKS*	**$30,000.00**
SOIREE DINNER MISC	**$1,000.00**
SIGNAGE/BANNERS	**$ 4,000.00**
TRANSPORTATION (LRTA Shuttles)	**$ 5,000.00**
WADDELL EXPENSE	**$1,500.00**
BANK CHARGES	**$ 400.00**
BUSINESS FEES	**$ 600.00**
TOTAL EXPENSES	**$ 204,650.00**
TOTAL INCOME	**$ 190,000.00**
HBASF RESERVE BALANCE 2022	**$ 20,000.00**
BALANCE	**$ 5,350.00**

Historic Bluffton Arts and Seafood Festival

Statement of Activity

May 2023 - April 2024

	TOTAL
Revenue	
4000 Sponsorships	22,500.00
Kids Fishing Sponsorship	500.00
Total 4000 Sponsorships	**23,000.00**
4020 Vendor fees	
4030 Food vendors	13,820.00
4040 Artist fees	47,741.46
Total 4020 Vendor fees	**61,561.46**
4050 Merchandise sales	7,745.00
4080 5K Run/Health Walk	140.00
4081 Race registrations	11,227.80
4082 Race sponsorships	732.55
Total 4080 5K Run/Health Walk	**12,100.35**
4095 Author Night Donations	1,305.00
4100 Waddell Fundraiser	2,050.00
43400 Direct Public Support	106,472.14
47200 Program Income	
47230 Membership Dues	-185.00
Total 47200 Program Income	**-185.00**
Pops in the Park	1,350.00
Sales of Product Income	30.00
Soiree Dinner (Income)	17,725.47
Total Revenue	**$233,154.42**
GROSS PROFIT	**$233,154.42**
Expenditures	
5001 Donations	27,600.00
5010 Advertising	65,268.22
5015 Bank Charges	14.95
5030 Entertainment	35,600.00
5035 Festival Supplies	
Volunteer Tee-Shirts	1,751.59
Total 5035 Festival Supplies	**1,751.59**
5036 Waddell Expense	915.00
5040 5K Run/Health Walk expenses	3,504.78
5080 Insurance	4,267.56
5085 Sanitation	6,528.08
5090 Security	4,878.00
5100 Merchandise	3,889.82
5110 Miscellaneous	577.20
5120 Printing	2,600.10
5130 Rentals	11,570.74

Historic Bluffton Arts and Seafood Festival

Statement of Activity

May 2023 - April 2024

	TOTAL
5140 Transportation	5,715.00
5150 Telephone	841.56
5155 Web Site	626.09
60900 Business Expenses	1,500.00
60920 Business Registration Fees	1,231.85
Artist Recruiting	996.07
Total 60900 Business Expenses	**3,727.92**
62100 Contract Services	
62110 Accounting Fees	631.30
Total 62100 Contract Services	**631.30**
62800 Facilities and Equipment	
62840 Equip Rental and Maintenance	190.00
62890 Rent, Parking, Utilities	200.00
Total 62800 Facilities and Equipment	**390.00**
65000 Operations	
65040 Supplies	405.83
Total 65000 Operations	**405.83**
65100 Other Types of Expenses	
65120 Insurance - Liability, D and O	698.00
Total 65100 Other Types of Expenses	**698.00**
Hotel Expense	667.52
Kids Fishing Tournament	216.90
Soiree Dinner	925.47
Square Fees	1,152.05
Total Expenditures	**$184,963.68**
NET OPERATING REVENUE	**$48,190.74**
NET REVENUE	**$48,190.74**

Historic Bluffton Arts & Seafood Festival 2024 BUDGET

INCOME

SPONSORSHIP	**$ 22,000.00**
FUNDING GRANTS (HOSPITALITY TAX, ACCOMMODATIONS TAX, ETC.)	**$ 80,000.00**
VENDOR FEES FOOD VENDORS $12,000 ARTISTS $45,000	**$ 57,000.00**
MERCHANDISE SALES	**$ 9,000.00**
5K/10K RUN/HEALTH WALK RACE REGISTRANT (150 AT $40.00)	**$ 10,000.00**
SOIREE DINNER (125 ATTENDEES @ $150PP)	**$18,750.00**
SYMPHONY TABLES (15@ $135.00)	**$2025.00**
WADDELL MARICULTURE TOUR & AUTHOR NIGHT	**$3,000.00**
TOTAL INCOME	**$ 201,775.00**

EXPENSES

ADVERTISING **$ 70,000.00**

PRINT

Ads

- Newspaper

Local -The Island Packet/Beaufort Gazette/Savannah Morning News, City Sun, Post & Courier

- Magazines

Local

Out of Town

Artist Recruiting

Posters

Vacation Planner (Chamber)

DIGITAL

RADIO

SOCIAL MEDIA

TV

DONATIONS	**$27,600.00**
INTERNET/WEBSITE	**$ 1500.00**
PHOTOGRAPHY	**$ 500.00**
ENTERTAINMENT	**$ 48,500.00**

MUSIC $28,000

OTHER

Fireworks $20,500

5K RUN/HEALTH WALK	**$ 4,000.00**
INSURANCE	**$ 6,000.00**
KIDS FISHING TOURNAMENT	**$ 500.00**
LABOR (Security)	**$8,000.00**

MERCHANDISE (Hats, T-shirts, Commemorative Posters)	**$ 4,000.00**
MISC. SUPPLIES	**$ 2,500.00**
PHONE	**$ 950.00**
POSTAGE, MAILING SERVICE	**$ 200.00**
PRINTING	**$2,500.00**
RENTAL *EQUIPMENT(TENTS, STAGES, TABLES, CHAIRS, ETC)* *PORTABLE TOILETS & DUMPSTERS* *BARGES FOR FIREWORKS*	**$30,000.00**
SOIREE DINNER MISC	**$1,000.00**
SIGNAGE/BANNERS	**$ 4,000.00**
TRANSPORTATION (LRTA Shuttles)	**$ 5,000.00**
WADDELL EXPENSE	**$1,500.00**
BANK CHARGES	**$1,200.00**
BUSINESS FEES	**$1,500.00**
TOTAL EXPENSES	**$ 220,950.00**
TOTAL INCOME	**$ 201,775.00**
HBASF RESERVE BALANCE 2023	**$ 25,000.00**
BALANCE	**$ 5,825.00**

ACCOMMODATIONS TAX ADVISORY COMMITTEE
STAFF REPORT
Department of Finance & Administration

MEETING DATE: August 19, 2025
SUBJECT: Historic Bluffton Arts & Seafood Festival: 2025 Arts & Seafood Festival
PROJECT MANAGER: Shannon Milroy, Budget & Procurement Manager

Summarized below is the application from the Historic Bluffton Arts & Seafood Festival for Accommodations Tax grant dollars to support the 2025 Historic Arts & Seafood Festival.

Total Budget, per application: **$229,700**
Requested Amount: **$80,000**
Percentage of Request^: **35%**
^Includes up to 100% for Advertising & Promotion plus up to 50% of remaining expenses

Eligible Tourism-Related Expense Categories (per SC Code of Laws)	Total Budget for Category, per budget form		Budget Items Eligible for ATAX Funds
Advertising & Promotion of Tourism or Arts and Cultural Events	$79,000		
Facilities for Civic and Cultural Events	10,000		
Public Facilities	10,500	*	
Municipality and County Services	11,000	*	
Tourist Transportation	7,000	*	
Other/Ineligible Project Expenses	77,500		
Total	**$195,000**		

*Reimbursement will be based on the estimated percentage of tourists provided for

Budgeted Expenses Summary:

Advertising & Promotion:
Total budget $79,000
- Print and digital advertising, radio, television, social media, e-blasts, signage and banners, HHI-Bluffton Chamber of Commerce Vacation Planner, online festival listings

Facilities for Civic and Cultural Events:
Total Budget: $10,000
- Rentals

Public Facilities*:
Total Budget: $10,500
- Temporary/Portable restrooms, parking and dumpster rental/trash hauling

Municipality and County Services*:
Total Budget $11,000
- Security; provided by Bluffton PD ($6,000) and not provided by Bluffton PD ($5,000)

Tourist Transportation*:
Total Budget $5,000

- Event Shuttles

Other/Ineligible Project Expenses:
Total budget $77,500

- Photography, entertainment, 5K Walk/Run, insurance, kids events, merchandise, soiree dinner, Waddell dinner expenses, other supplies

Table Rating (Scores 0-5 with 5 satisfying the qualifications best, exception Advertising 0-15)

Amount Requested	Advertising (15)	Festival / Event (5)	Bluffton Event (5)	Tourism Draw % (5)	Benefit to Tourism (5)	Self-Sufficiency % (5)	Total of 40 possible	Comments
$80,000	13	5	5	3	5	4	35	

Advertising: Of the requested funds, almost 100% is anticipated to be spent on marketing the event. Southern Living Magazine, The HHI-Bluffton Chamber of Commerce Vacation Planner and newsletter e-blasts, digital advertising targeting the Atlanta, Ashville, Augusta, Charleston, Charlotte, Columbia and Jacksonville markets and various other magazines and local media are intended for the marketing campaign.

Festival/Event: Nine (9) day event held October 11 - 19, 20245

Bluffton Event: Events held throughout Old Town Bluffton.

Tourism Draw %: 2024 event reported 40% of attendees were tourists.

Benefit to Tourism: The 9-day festival is designed to increase tourism to Bluffton and has been recognized by the Southeast Tourism Society as one of the top 20 events in the southeast.

Self-Sufficiency % (Financial Need): Requesting approximately 35% of the total budget. A projected total of $153,775 is to be collected this year from sponsorships, vendor & registration fees, and merchandise sales. Additionally, an estimated $20,000 from the Historic Bluffton Arts & Seafood Festival Reserve Balance will be used to cover the 2025 anticipated expenses.

Previous Funding Amounts						
Fiscal Year	**Requested Amount**	**% of Budget**	**Advisory Committee Recommendation**	**Town Council Approved**	**Expended**	**Comments**
2025	$80,000	36%	$80,000	$80,000	$80,000	Final Report Submitted
2024	$80,000	39%	$80,000	$80,000	$80,000	Final Report Submitted
2023	$80,000	48%	$80,000	$80,000	$80,000	

Accommodations Tax Committee Recommendations and Comments:

_____

The Committee recommends funding $_____ for _____.

TOWN OF BLUFFTON ATAX GRANT APPLICATION SCORING SHEET

Entity: **Historic Arts & Seafood Festival** Project: **2025 Arts & Seafood Festival** Project Type: **Event/Festival**

Scoring Category	Points Possible	Points Awarded
ADVERTISING	**15**	
Part 1: Five (5) points possible. Based on how much of the requested funds go toward advertising.		
0% of funds go toward advertising	**0 points**	
1% - 20% of funds go toward advertising	**1 point**	
21% - 40% of funds go toward advertising	**2 points**	
41% - 60% of funds go toward advertising	**3 points**	
61% - 80% of funds go toward advertising	**4 points**	
81% - 100% of funds go toward advertising	**5 points**	
Part 2: Ten (10) points possible. Based on <u>where</u> the advertising is placed.		
None of the funds go toward advertising	**0 points**	
Local newspapers/periodicals and electronic advertising (ex. Island Packet, The Bluffton Sun)	**2 points**	
Local guides/periodicals specifically geared toward tourists with a shelf life of more than 30 days	**4 points**	
Larger regional publications and electronic marketing within 100 miles (ex. Charleston or Savannah news outlets)	**6 points**	
Newspapers/periodicals/electronic marketing to large, metropolitan areas outside of 100 miles away (ex. Atlanta, Charlotte, Washington, D.C., Chicago)	**8 points**	
Nationally distributed newspapers/periodicals/electronic marketing (ex. USA Today, NY Times, Southern Living Magazine)	**10 points**	
TOURIST FACILITIES	**15**	
Higher point value given based on anticipated ratio of tourists to locals		
FESTIVAL/EVENT	**5**	
Higher point value given to requests for festivals or events		
Length of event/festival should be considered. Is it an all-day event versus a two-hour event? Multi-day event?		
BLUFFTON EVENT	**5**	
Higher point value given to events held within the town limits of Bluffton and/or spanning multiple locations		
TOURISM DRAW	**5**	
0% of attendees are tourists based on historical or projected information	**0 points**	
1% - 20% of attendees are tourists based on historical or projected info	**1 point**	
21% - 40% of attendees are tourists based on historical or projected info	**2 points**	
41% - 60% of attendees are tourists based on historical or projected info	**3 points**	
61% - 80% of attendees are tourists based on historical or projected info	**4 points**	
81% - 100% of attendees are tourists based on historical or projected info	**5 points**	
BENEFIT TO TOURISM (LOCAL ECONOMY)	**5**	
Higher point value given to events that encourage overnight stays and/or have local business participation		
SELF SUFFICIENCY	**5**	
100% of budget from ATAX request	**0 points**	
80% - 99% of budget from ATAX request	**1 point**	
60% - 79% of budget from ATAX request	**2 points**	
40% - 59% of budget from ATAX request	**3 points**	
20% - 39% of budget from ATAX request	**4 points**	
1% - 19% of budget from ATAX request	**5 points**	
MISCELLANEOUS	**10**	
Only use if applicant does not qualify as a festival/event		
Group Average Point Total (out of a possible 40 points)		
Group Average Percentage		

Milroy, Shannon

From: noreply@civicplus.com
Sent: Sunday, June 29, 2025 8:59 PM
To: ATax Communications
Subject: Online Form Submittal: Accommodations Tax Grant Application

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Accommodations Tax Grant Application

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Accommodations Tax Grant Application Instructions	Accommodations Tax Grant Application Instructions
Accommodations Tax Grant Application Instructions	I have read and acknowledged the Town of Bluffton, SC Accommodations Tax Grant Application Instructions.
	(Section Break)
Application Date	6/29/2025
Project Name	Historic Campbell Chapel Restoration and Rehabilitation
Project/Event Location	23 Boundary Street, Bluffton, South Carolina 29910
Is this a new project or event?	No
Project/Event Start Date:	1/1/2020
Project/Event End Date	12/31/2025
Multi-Year Project/Event?	Yes

Total Project Costs	$2,115,313.00
Total ATAX Funds Requested	$109,000.00
Percent of Total Budget	5.15%
Date the funds are needed:	11/1/2025
Full Legal Organization Name	Campbell Chapel Community Development Ministry
Address	25 Boundary Street
Street Address Line 2	*Field not completed.*
City	Bluffton
State	South Carolina
Zip Code	29910
Applicant must be designated as a non-profit entity to receive ATAX funds. Is your entity a non-profit organization?	Yes

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Organization Primary Point of Contact

First Name	Ron
Last Name	James
Title	President
Phone Number	612-210-8181
E-mail Address	rj2jj2@msn.com

(Section Break)

Organization Secondary Point of Contact

First Name	Fedrick

Last Name	Wilson
Title	Pastor
Phone Number	843-356-4052
E-mail Address	fedrickwilson1816@gmail.com

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Project Description:

We are seeking to restore and rehabilitate the Historic Campbell Chapel to its original condition in service to its community, visitors and members.

Public Benefit

The Historic Campbell Chapel is a significant part of the city's history and restoring it to its original 1874 condition will allow it to be used as an educational and cultural hub for the community. It will join other historical venues, like the Heyward House and Garvin-Garvey House, as it provides an additional space for the town of Bluffton, its residents and visitors to host dialogues, lectures, destination weddings, concerts, and other events that bring people together to learn and experience the unique culture of the city.

Historic Background

The Historic Campbell Chapel AME (Historic Registry No. 10003688) was built in 1853 for a Methodist Congregation. The simple rectangular plan of the original structure is typical of the Greek Revival style, commonly used for church and civic buildings in the United States in the 1850s. One of two churches to survive the burning of the Town of Bluffton, South Carolina during the Civil War, nine formerly enslaved people, some of whom probably helped build and worshipped in the church, formally purchased it for $500 in 1874 from its congregation.

The new congregation, now freedmen after the Civil War, united with the African Methodist Episcopal (AME) denomination. Throughout the Reconstruction and Post-reconstruction eras, Campbell Chapel AME church served as a hub for education, political organization, and spiritual support for the freedmen. For many within the Bluffton community, the church's Sunday School represented their sole educational resource and opportunity.

The Historic Campbell Chapel is listed on the National Register (2019) and the Reconstruction Era National Historic Network

(2023). Substantial portions of the original 1853 fabric still remain as part of the current structure. However, much of this fabric is in a deteriorated condition. The building in its current state is NOT stabilized.

This project will correct years' worth of accumulated deterioration and restore the structure to its 19th century appearance. This project will also remove 1967 additions which have produced structural and environmental impacts the historic structure was not designed to handle.

The Historic Campbell Chapel Restoration and Rehabilitation

The Historic Campbell Chapel Rehabilitation and Restoration began with an A/HTAX grant of $140,000. from Beaufort County in 2020-2021, providing resources to engage a leading historic Architect (James McGhee) and historic preservationists (Landmark Preservation) to develop architectural and construction plans and a budget for a multi phased approach.

On October 10, 2023, the Town of Bluffton awarded the Historic Campbell Chapel an ATAX reimbursable grant of $127,000 for its restoration and rehabilitation to be used within two years of the grant date. To date, we have been reimbursed $86,917 (May 2025) and will complete work for final reimbursement of $40,083 in September of 2025.

In preparation for beginning construction, we detected erosions threatening the stability of the Historic Chapel. Contractors assessed the damage, finding substantial evidence of leaks and water damage increasing the threat of rot and termite infestation. We also uncovered the need for asbestos removal.

Focusing our attention on immediate threats to the structure, we secured the services of an Asbestos Removal Company and a Preservation Company to assess, remove and abate the asbestos and begin to stabilize the building. We began the asbestos work and were able to complete it in late 2024 continuing into 2025 with selective removals and stabilization of the building. We now anticipate completion of the overall project in 2026.

The Town of Bluffton's support enabled us to move from a pre-construction planning phase to a construction phase. Working with our construction company, Landmark Preservation, we have updated our overall project costs to reflect inflation and the need to address construction issues and new discoveries as we open the fabric of the structure.

	The Phases include: Pre-construction • Phase 1 – Building assessment, architectural and construction planning Construction • Phase 1 – Asbestos assessment, removal, abatement and beginning stabilization • Phase 2 – Selective removals and stabilization • Phase 3 – Exterior removals and restoration • Phase 4 – Interior rough-in and framing • Phase 5 – Interior Finishes • Phase 6 – New Additions (bathrooms and ADA requirements) In Conclusion Equally important to helping us advance the construction phases, the investment of the Town of Bluffton in our project has helped us attract other sources of funding. We were awarded and have received funding from the State of South Carolina Legislature in the fall of 2024 in the amount of $200,000 and have been awarded a $219,000 matching grant from the National Fund for Sacred Places. A grant from the Town of Bluffton of $109,000 would help us access 50% of the National Fund for Sacred Places (or another $109,000). We are very appreciative of The Town of Bluffton's support as its grant continues to be a key part in helping us build and maintain momentum.
List any required permits, if applicable. If none, type "N/A":	We have been working with the Town of Bluffton and securing permits as required.
Describe all planned advertising and marketing for this project/event:	To date, we have created a website (historiccampbellchapeltours.com) describing the history and progress of the Historic Campbell Chapel Restoration and Rehabilitation. We are receiving positive interest and following.
Please list all media outlets you intend to utilize for your project/event (i.e. names of magazines, TV and radio stations, etc.):	N/A

All advertising/marketing paid for with Town of Bluffton Accommodations Tax dollars must incorporate the branding shown here: Town of Bluffton Brand Standards. The use of the Town's logo must meet the design standards outlined at the aforementioned link and be approved by the Town. Designs may be submitted electronically using this link. Please allow five (5) business days for approval.

Impact on or Benefit to Tourism:	The Historic Campbell Chapel is a significant part of the city's history and restoring it to its original 1874 condition will allow it to be used as an educational and cultural hub for the community. It will join other historical venues, like the Heyward House and Garvin-Garvey House, as it provides an additional space for the town of Bluffton, its residents and visitors to host dialogues, lectures, destination weddings, concerts, and other events that bring people together to learn and experience the unique culture of the city.

***"Tourist"* means a person who does not reside within the corporate limits of the Town or within a Town zip code that takes a trip into the corporate limits of the Town for any purpose, except daily commuting to and from work.**

***"Travel"* and *"Tourism"* mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.**

Additional Comments:	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

FINANCIAL INFORMATION

To download the Town's required Line-Item Budget Form, click here: https://www.townofbluffton.sc.gov/DocumentCenter/View/4295/ATAX-Grant-Application-Line-Item-Budget-Form

Download and save the form and hit "Back" in your web browser to return to the application. Once the form is completed, attach it on the following line.

Town's required Line-Item Budget Form:	ATAX Grant Application Line-Item Budget_20241007063541837 1 (1).pdf

Most Recent Fiscal Year Balance Sheet and Profit and Loss Accounting Statement	12.31.24 Preliminary report (3).pdf
Financial Guarantee	Partnership - Signed.pdf

Applicant must provide a copy of official minutes wherein the sponsoring organization approves the project and commits the organization to financial responsibility for carrying it out to the stage of completion.

Please attach Budget vs. Actual statements for prior two years events.	25.docx
Please attach Budget vs. Actual statements for prior two years events.	Campbell Chapel Restoration PHASED Budget -2-26-25 Rev 1.pdf

(Section Break)

Have you requested, received, or been awarded ATAX funding from other state or local entities for this project/event?	Yes
If yes, please list all sources and amounts: Awarding Agency	Beaufort County
Amount	$140,000.00
Awarding Agency	Town of Bluffton
Amount	$127,000.00
Have you received or been awarded ATAX funding from other state or local entities for any other project/event?	No

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

PRIOR RECIPIENT'S REPORT

If your organization has received ATAX funding from the Town of Bluffton in previous years, you must complete the below information.

If you have not received ATAX funding from the Town of Bluffton, please answer "No" and skip this section, and sign and submit your application.

Has your organization previously received ATAX funds from the Town of Bluffton?	Yes
Project/Event Name	Historic Campbell Chapel ATAX Grant
Year Awarded	2023
Amount Awarded	127,000.00
Was a final report submitted?	No
If no please explain why and indicate when the final report will be submitted.	The work is in process and we provide quarterly updates. We have submitted and been reimbursed $86,917.00 for work done to date. We anticipate completion of grant by September, 2025 and will submit final request for $40,083.00.
What was the event's total attendance	Not applicable
What was the total number of tourists?	Not applicable
What was the percentage of tourists?	Not applicable
	(Section Break)
Please attach a copy of your organization's IRS Designation Letter showing your non-profit status .	501 c 3 IRS Letter.tif
Please upload a copy of your current Town of Bluffton Business License, which is	Campbell Chapel AME CCCDM Business Licence.pdf

required of all applicants.	
Additional Application Documents	*Field not completed.*
Additional Application Documents	*Field not completed.*
Additional Application Documents	*Field not completed.*
Additional Application Documents	*Field not completed.*
Additional Comments	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

All applicants will be required to come before the Accommodations Tax Advisory Committee (ATAC) and answer any and all questions when scheduled to do so.

Any organization awarded funds for advertising/marketing must incorporate the Bluffton Heart of the Lowcountry brand logo in all promotional materials and advertising.

The South Carolina Freedom of Information Act (FOIA) defines a "public body" as any organization or corporation supported in whole or in part by public funds or expending public funds. If awarded, your organization's acceptance of public funds from the Town of Bluffton may cause your organization to come within the meaning of "public body" as defined by the Freedom of Information Act. S.C. Code Ann. §30-4-10, et seq. (Supp. 2002). Accordingly, this is to advise that by accepting public funds, your organization may be subject to the South Carolina Freedom of Information Act.

By submitting this application, the organization certifies that it has read and understands the paragraphs above. The organization additionally certifies that it does not discriminate in any manner on the basis of race, color, national origin, age, sex, disability, religion, or language and that all funds that may be received by the applicant organization from the Town of Bluffton, South Carolina will be solely used for the purposes set forth in this application and will comply with all laws and statutes, including the South Carolina Code of Laws regarding Allocations of Accommodations Tax Revenues.

By typing your name below, you are signing this application electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this application.

Signature	Ron James
Signatory's Title or Position	President

Email not displaying correctly? View it in your browser.

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
02/01/2021
Employer ID number:
82-3632224
Person to contact:
Name: Jason Sammons
ID number: 31616
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
May 15, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053627004990

CAMPBELL CHAPEL COMMUNITY
DEVELOPMENT MINISTRY
P O BOX 83
BLUFFTON, SC 29910

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

TOWN OF BLUFFTON

TOWN OF BLUFFTON -

Expires:04/30/2026

License No. 25-02-5620

Date Issued: 02/11/2025

NAICS Title: Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)

Business Name: Campbell Chapel Community Development Ministry

Business DBA Name: Campbell Chapel Community Development Ministry

Business Type:

Non-Profit Ministry

Physical Address:

25 BOUNDARY ST
BLUFFTON SC
29910

NON-TRANSFERABLE | TO BE PLACED IN A CONSPICUOUS PLACE

Section 6-21 Purpose and Duration of Business License

ALL BUSINESSES LOCATED IN THE TOWN OF BLUFFTON MUST POST THE BUSINESS LICENSE IN A VISIBLE LOCATION WITHIN THE BUSINESS LOCATION AS REFERENCED ABOVE AND IS VALID FOR THIS LOCATION ONLY. ALL BUSINESSES LOCATED OUTSIDE THE TOWN OF BLUFFTON MUST KEEP A CURRENT COPY WHILE CONDUCTING BUSINESS INSIDE THE TOWN OF BLUFFTON. CHANGE IN LOCATION OR OWNERSHIP REQUIRES A NEW LICENSE. IF THE BUSINESS IS CLOSED, CONTACT OUR OFFICE AT 843-706-4501 TO UPDATE ACCOUNT.

Dr. Jon R. Black
Campbell Chapel A.M.E. Church
25 Boundary St
Bluffton, SC 29910

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

REVENUES

Revenues - Cash

Sponsorships	$	
Donations	$	100,000.00
ATAX Grants/Funding from Other Entities*	$	140,000.00
** Do **NOT** include anticipated award funds requested in this application*		
Other Grants (please name): State of South Carolina Funding	$	200,000.00
Vendor Fees	$	
Registration Fees	$	
Other Fees (please name):	$	
Other Fees (please name):	$	
Mercandise Sales	$	
Other Sales (please name):	$	
Other Sales (please name):	$	
Other Revenue (please name): National Fund for Sacred Places	$	219,000.00
Other Revenue (please name): Town of Bluffton ATAX Grant (2023)	$	127,000.00

Revenues - In-Kind Contributions

Volunteer Hours	$	
Donated Items	$	
Donated Services	$	
Other (please name):	$	
Other (please name): Town of Bluffton Preservation Grants (2) @ $20	$	40,000.00
Other (please name):	$	

Total All Revenue Sources: **$** 826,000.00

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

		Amount
Advertising & Promotion of Tourism or Arts and Cultural Events		
Local Newspaper/Digital Advertising	$	
Regional Newspaper/Digital Advertising	$	
National Newspaper/Digital Advertising	$	
Local Magazine/Digital Advertising	$	
Regional Magazine/Digital Advertising	$	
National Magazine/Digital Advertising	$	
Local Radio Advertising	$	
Regional Radio Advertising	$	
National Radio Advertising	$	
Local Television Advertising	$	
Regional Television Advertising	$	
National Television Advertising	$	
Billboards	$	
Social Media Advertising	$	
E-mail and/or Text Blasts	$	
Postcards/Mailers	$	
Posters/Banners/Signage	$	
Graphic Design of Marketing/Writing or Press Releases	$	
Web Hosting for **Event** (not organization)	$	
Other (please name): Pre Construction Phase (Assessment and Plan	$	140,000.00
Other (please name): Construction Phase 1 (Asbestos and Stabilizati	$	134,834.00
Other (please name): Construction Phase 2 (Selective Removals/Rep	$	243,228.00
Other (please name): Construction Phase 3 (Exterior Restoration)	$	694,493.00
Other (please name): Construction Phase 4 (Interior rough-iin and fra	$	197,313.00
Facilities for Civic and Cultural Events		
Rentals: Tables, Chairs, Stages, Tents	$	
Rental: Sound, Audio Equipment	$	
Construction	$	
Repairs to Facilities	$	
Maintenance of Facilities	$	
Other (please name): Construction Phase 5 (Interior Finishes)	$	322,562.00
Other (please name): Construction Phase 6 New Additions (Bathroo	$	382,883.00
Other (please name):	$	

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

	Amount
Tourist Transportation	
Company Name:	$
Company Name:	$
Public Facilities	
Temporary/Portable Restrooms	$
Permanent Restrooms	$
Parks	$
Parking Lots	$
Other (please name):	$
Other (please name):	$
Municipality and County Services	
Dumpster Rental/Trash Hauling	$
Security Provided by Bluffton Police Department	$
Security **NOT** Provided by Bluffton Police Department	$
Total of ATAX Eligible Expenses:	$ 2,115,313.00

Other/Ineligible Expenses

Applicants should list all other project/event expenses that are not eligible for ATAX funds and not listed above.

Item	Amount
	$ 0
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total of Other/Ineligible Expenses:	$
Total Project/Event Budget:	**$** 2,115,313
Total Project/Event Profit or Loss	**$** 0

Management Report

Campbell Chapel Community Development Ministry
For the period ended December 31, 2024

Prepared by
Cassidy Advisors and Accountants

Prepared on
May 15, 2025

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DISTRIBUTION ACCOUNT	TOTAL	
	AS OF DECEMBER 31, 2024	AS OF DECEMBER 31, 2023 (PY)
Assets		
Current Assets		
Bank Accounts		
Community Foundation-Lowcountry Fund	6,717.47	26,491.30
Money Market 5967	34,834.38	34,661.14
Palmetto State Bank 9863	48,481.57	
Truist 4004	202,525.45	2,243.61
Total for Bank Accounts	**$292,558.87**	**$63,396.05**
Accounts Receivable		
Other Current Assets		
Total for Current Assets	**$292,558.87**	**$63,396.05**
Fixed Assets		
Buildings	1,000.00	1,000.00
Land	500.00	500.00
Total for Fixed Assets	**$1,500.00**	**$1,500.00**
Other Assets		
Total for Assets	**$294,058.87**	**$64,896.05**
Liabilities and Equity		
Liabilities		
Current Liabilities		
Accounts Payable		
Credit Cards		
Other Current Liabilities		
Due to Campbell Chapel AME	18,456.00	
PSB Line of Credit	101,123.84	
Total for Other Current Liabilities	**$119,579.84**	**0**
Total for Current Liabilities	**$119,579.84**	**0**
Long-term Liabilities		
Total for Liabilities	**$119,579.84**	**0**
Equity		
Change in Net Assets	-44,560.77	-23,550.00
Net Income	109,582.98	-21,010.77
Perm Restricted Assets	60,105.31	60,105.31
Temp Restricted Assets	46,901.51	46,901.51
Unrestricted Net Assets	2,450.00	2,450.00
Total for Equity	**$174,479.03**	**$64,896.05**

	AS OF DECEMBER 31, 2024	AS OF DECEMBER 31, 2023 (PY)
Total for Liabilities and Equity	**$294,058.87**	**$64,896.05**

Statement of Activity % of Total Income

Jan 1 - Dec 31 2024

DISTRIBUTION ACCOUNT	TOTAL	
	JAN 1 - DEC 31 2024	% OF INCOME
Income		
Donations Income	34,332.34	13.5 %
Grant income	220,000.00	86.5 %
Total for Income	**$254,332.34**	**100.0 %**
Cost of Goods Sold		
Architect	2,000.00	0.79 %
Asbestos removal	108,051.00	42.48 %
Stabilazation / Removals	13,428.84	5.28 %
Total for Cost of Goods Sold	**$123,479.84**	**48.55 %**
Gross Profit	**$130,852.50**	**51.45 %**
Expenses		
150th Anniversary Program expenses	15,885.00	6.25 %
Bank Charges & Fees	275.50	0.11 %
Fundraising Expenses	2,247.00	0.88 %
HC Program Expenses	1,218.28	0.48 %
Interest Paid	1,774.78	0.7 %
Office Supplies & Software	105.06	0.04 %
Reimbursable Expenses	500.00	0.2 %
Travel	-0.12	-0.0 %
Total for Expenses	**$22,005.50**	**8.65 %**
Net Operating Income	**$108,847.00**	**42.8 %**
Other Income		
Interest Income	506.36	0.2 %
Investment income (losses)	229.62	0.09 %
Total for Other Income	**$735.98**	**0.29 %**
Other Expenses		0.0 %
Net Other Income	**$735.98**	**0.29 %**
Net Income	**$109,582.98**	**43.09 %**

DISTRIBUTION ACCOUNT	ADMIN	PHASE 1	PHASE 2	PHASE 3	TOTAL
Income					
Donations Income	34,332.34				34,332.34
Grant income		20,000.00	200,000.00		220,000.00
Total for Income	**34,332.34**	**20,000.00**	**200,000.00**	**0**	**$254,332.34**
Cost of Goods Sold					
Architect		2,000.00			2,000.00
Asbestos removal		108,051.00			108,051.00
Stabilazation / Removals		13,428.84			13,428.84
Total for Cost of Goods Sold	**0**	**123,479.84**	**0**	**0**	**$123,479.84**
Gross Profit	**34,332.34**	**-103,479.84**	**200,000.00**	**0**	**$130,852.50**
Expenses					
150th Anniversary Program expenses	15,885.00				15,885.00
Bank Charges & Fees	275.50				275.50
Fundraising Expenses	2,247.00				2,247.00
HC Program Expenses	1,218.28				1,218.28
Interest Paid	1,774.78				1,774.78
Office Supplies & Software	105.06				105.06
Reimbursable Expenses	500.00				500.00
Travel				-0.12	-0.12
Total for Expenses	**22,005.62**	**0**	**0**	**-0.12**	**$22,005.50**
Net Operating Income	**12,326.72**	**-103,479.84**	**200,000.00**	**0.12**	**$108,847.00**
Other Income					
Interest Income	506.36				506.36
Investment income (losses)	229.62				229.62
Total for Other Income	**735.98**	**0**	**0**	**0**	**$735.98**
Other Expenses					
Net Other Income	**735.98**	**0**	**0**	**0**	**$735.98**
Net Income	**13,062.70**	**-103,479.84**	**200,000.00**	**0.12**	**$109,582.98**

Campbell Chapel A.M.E. Church
25 Boundary Street
P. O. Box 83
Bluffton, SC 29910

CAMPBELL CHAPEL AME CHURCH AND CAMPBELL CHAPEL COMMUNITY DEVELOPMENT 501 C 3 PARTNERSHIP AGREEMENT

Campbell Chapel AME Church(CCAME) established the Campbell Chapel Community Development Ministry (CCCDM) 501 c 3 to serve as the property manager for all real estate and to supervise, resource, manage and maintain the Historic Campbell Chapel.

Purpose:

The purpose of the CCCDM is to manage real estate owned by CCAME focusing on the renovation of the Historic Chapel including fundraising, grant writing, developing a comprehensive preservation plan, hiring professional services, and reporting and updating the Campbell Chapel Official Board.

Mission Statements:

The mission of the CCAME is to minister to the spiritual, intellectual, physical, emotional, and environmental needs of all people by spreading Christ's liberating gospel through word and deed.

The mission of the CCCDM is to preserve and share the history of CCAME by the restoration, rehabilitation, and maintenance of its edifices in service to its community, visitors and members.

Roles and Responsibilities:

The CCAME's primary edifice is its facility at 25 Boundary Street in Bluffton, SC. The CCAME Board of Trustees, which reports to the CCAME Official Board, is responsible for the daily maintenance and upkeep of the CCAME campus.

CCCDM, which reports to the CCAME Official Board, will supervise the resourcing, management, and maintenance of the Historic Chapel located at 23 Boundary Street, SC.

The CCCDM Property Manager will manage all leasing and rental agreements for all CCAME properties.

The Agreement:

This agreement will start on November 12, 2023, and will continue indefinitely or until mutual consent of termination or the close of the renovation project –at which time- the agreement will be revised.

- All partners are expected to agree to the principles of partnership.

- All partners shall work together in unity and love for the common cause of restoring and maintaining the Historic Chapel.

- CCCDM shall assist and advise the congregation in recruiting professionals in the renovation process.

- CCCDM shall provide a representative to the Official Board Meetings of the congregation.

- A representative from the Official Board of CCAME shall be appointed to CCCDM's Board and is expected to attend their regular meetings.

- CCCDM shall develop and submit to CCAME an annual budget. The annual budget will govern the fundraising and expenditures for the Historic Chapel. CCAME will ensure proper systems, reporting, and controls are in place to properly execute the budget.

- CCCDM shall have access to all funds raised in the name of the Historic Chapel, and administer them consistent with the Official Board of CCAME's vision.

- CCCDM shall have online access to the Historic Chapel's Fund at the Community Foundation of the Lowcountry, and administer them consistent with the Official Board of CCAME's vision.

- If the partnership is terminated, any funds left in the CCCDM accounts shall be transferred to the Campbell Chapel Historic Church Fund at the Community Foundation of the Lowcountry.

- Approved at an Official Church Conference on this 12th day of November 2023.

Signatures

Jon R. Black
Rev. Dr. Jon R. Black, Pastor

James Gilliard
James Gilliard, CCCDM Chair

CAMPBELL CHAPEL - PHASED RESTORATION AND ADDITION CONSTRUCTION ESTIMATE

February 26, 2025

LINE ITEM	ITEM TOTALS	PHASE I FORENSIC EVALUATION, PLANNING, ABATEMENT & SELECTIVE REMOVALS COMPLETED	PHASE II REMAINING SELECTIVE REMOVALS & STRUCTURAL REPAIRS 1st-2nd Qtr. 2025	PHASE III EXTERIOR RESTORATION & SITE WORK 2nd-3rd Qtr. 2025	PHASE IV INTERIOR ROUGH-IN (FRAMING & MEP) 3rd-4th Qtr. 2025	PHASE V INTERIOR FINISHES 4th Qtr. 2025	PHASE VI NEW ADDITION 2026	TOTALS
Phase I Paid for Forensic Evaluation & Planning	$ 140,000.00	$ 140,000.00						$ 140,000.00
Phase I Paid for Abatement and Removals, etc.	$ 103,026.00	$ 103,026.00						$ 103,026.00
GENERAL CONDITIONS								
Project Management	$ 108,000.00	$ 5,000.00	$ 13,338.40	$ 44,139.60	$ 17,085.60	$ 28,436.40		$ 108,000.00
Storage container(s)	$ 5,400.00		$ 916.92	$ 2,206.98	$ 854.28	$ 1,421.82		$ 5,400.00
Chemical toilets	$ 2,700.00	$ 331.83	$ 126.63	$ 1,103.49	$ 427.14	$ 710.91		$ 2,700.00
Waste Disposal Fee	$ 9,000.00	$ 1,000.00	$ 5,840.00	$ 720.00	$ 720.00	$ 720.00		$ 9,000.00
Jobsite truck/fuel	$ 4,050.00	$ 497.75	$ 189.94	$ 1,655.24	$ 640.71	$ 1,066.37		$ 4,050.00
Aerial Lift Rental	$ 11,250.00		$ 2,812.50	$ 8,437.50				$ 11,250.00
Misc. Equipment Rental	$ 5,625.00			$ 5,625.00				$ 5,625.00
Small tools & supplies	$ 5,625.00	$ 691.31	$ 263.81	$ 2,298.94	$ 889.88	$ 1,481.06		$ 5,625.00
Mobilization/Temporary Protection	$ 10,305.00	$ 500.00	$ 1,249.78	$ 4,211.65	$ 1,630.25	$ 2,713.31		$ 10,305.00
Permits/Licenses	$ 5,625.00		$ 5,625.00					$ 5,625.00
Scaffolding Erection & Dismantling	$ 44,055.00		$ 7,480.54	$ 18,005.28	$ 6,969.50	$ 11,599.68		$ 44,055.00
Scaffolding Rental	$ 18,585.00		$ 3,155.74	$ 7,595.69	$ 2,940.15	$ 4,893.43		$ 18,585.00
SITEWORK & SELECTIVE REMOVALS								
Addition Removals	$ 52,425.00		$ 52,425.00					$ 52,425.00
Interior Removals	$ 12,262.50	$ 12,262.50	$ -					$ 12,262.50
Exterior Removals	$ 9,337.50	$ 2,500.00	$ 6,837.50					$ 9,337.50
Front Porch Temporary Shoring	$ 12,645.00			$ 12,645.00				$ 12,645.00
Front Porch Slab and Stair Removal	$ 10,957.50		$ 10,957.50					$ 10,957.50
Chimney Removal (in attic)	$ 1,867.50		$ 1,867.50					$ 1,867.50
Landscaping & Hardscaping Allowance	$ 29,295.00					$ 29,295.00		$ 29,295.00
Site Civil Allowance	$ 40,545.00			$ 40,545.00				$ 40,545.00

CONCRETE/FOUNDATIONS								
Foundation Repair & Repointing	$ 31,950.00		$ 31,950.00					$ 31,950.00
Foundation for New Addition	$ 29,025.00						$ 29,025.00	$ 29,025.00
METALS								
Misc. Metals	$ 14,985.00			$ 14,985.00				$ 14,985.00
Metals/Balustrades for New Addition	$ 20,137.50						$ 20,137.50	$ 20,137.50
CARPENTRY								
Framing Repairs	$ 46,350.00		$ 37,080.00		$ 9,270.00			$ 46,350.00
Exterior Carpentry	$ 58,050.00			$ 58,050.00				$ 58,050.00
Interior Carpentry	$ 37,575.00				$ 3,757.50	$ 33,817.50		$ 37,575.00
Interpretation of Balcony	$ 14,400.00				$ 1,440.00	$ 12,960.00		$ 14,400.00
Bell Tower	$ 69,300.00			$ 69,300.00				$ 69,300.00
Bell Tower Finial	$ 6,952.50			$ 6,952.50				$ 6,952.50
Front Porch (Framing, Decking, Balustrade)	$ 37,575.00			$ 37,575.00				$ 37,575.00
Flooring Repairs (sanctuary in-kind) Allowance	$ 20,137.50					$ 20,137.50		$ 20,137.50
Screening Between Piers	$ 12,712.50			$ 12,712.50				$ 12,712.50
Framing for New Addition	$ 23,175.00						$ 23,175.00	$ 23,175.00
Stairs & Stoops for New Addition	$ 17,325.00						$ 17,325.00	$ 17,325.00
Exterior Carpentry for New Addition	$ 23,175.00						$ 23,175.00	$ 23,175.00
Interior Carpentry for New Addition	$ 15,637.50						$ 15,637.50	$ 15,637.50
THERMAL & MOISTURE PROTECTION								
Sanctuary Roof & Flashings Replacement (Galvanized S	$ 114,255.00			$ 114,255.00				$ 114,255.00
Bell Tower Roofing & Flashings	$ 11,835.00			$ 11,835.00				$ 11,835.00
New Addition Roofing, Flashing, Gutters, Rain Chains,	$ 28,710.00						$ 28,710.00	$ 28,710.00
Insulation (Sanctuary)	$ 28,710.00			$ 28,710.00				$ 28,710.00
Insulation (Addition)	$ 6,210.00						$ 6,210.00	$ 6,210.00
DOORS &WINDOWS								
Window Replacement	$ 82,440.00		$ 35,000.00	$ 47,440.00				$ 82,440.00
Jib Doors	$ 7,965.00		$ 4,000.00	$ 3,965.00				$ 7,965.00
Exterior Door Repairs	$ 11,475.00			$ 11,475.00				$ 11,475.00
New Addition Interior Doors	$ 13,680.00			$ 6,840.00		$ 6,840.00		$ 13,680.00

New Addition Exterior Doors	$ 5,670.00			$ 2,835.00		$ 2,835.00		$ 5,670.00
New Addition Window Allowance	$ 19,912.50						$ 19,912.50	$ 19,912.50
New Addition Glass Roof Allowance	$ 17,460.00						$ 17,460.00	$ 17,460.00
FINISHES								
Exterior Paint (Sanctuary)	$ 55,237.50			$ 55,237.50				$ 55,237.50
Interior Paint (Sanctuary)	$ 40,725.00					$ 40,725.00		$ 40,725.00
Floor Refinishing (Sanctuary)	$ 28,710.00					$ 28,710.00		$ 28,710.00
Drywall (Addition)	$ 6,210.00						$ 6,210.00	$ 6,210.00
Exterior Paint (Addition)	$ 13,387.50						$ 13,387.50	$ 13,387.50
Interior Paint (Addition)	$ 10,462.50						$ 10,462.50	$ 10,462.50
Addition Flooring Allowance	$ 10,710.00						$ 10,710.00	$ 10,710.00
SPECIAL CONSTRUCTION								
ADA Access/Elevator Lift Allowance	$ 28,125.00						$ 28,125.00	$ 28,125.00
Bell Restoration	$ 7,500.00					$ 7,500.00		$ 7,500.00
PLUMBING								
Plumbing Allowance	$ 31,050.00						$ 31,050.00	$ 31,050.00
Plumbing Fixture & Accessory Allowance	$ 6,862.50						$ 6,862.50	$ 6,862.50
MECHANICAL								
Mechanical Allowance	$ 95,625.00				$ 76,500.00		$ 19,125.00	$ 95,625.00
ELECTRICAL								
Electrical Allowance	$ 112,500.00				$ 56,250.00	$ 39,375.00	$ 16,875.00	$ 112,500.00
Light Fixture Allowance	$ 22,500.00					$ 18,000.00	$ 4,500.00	$ 22,500.00
PROJECT SUBTOTALS	$ 1,938,971.00	$ 265,809.39	$ 221,116.76	$ 631,356.86	$ 179,375.00	$ 293,237.98	$ 348,075.00	$ 1,938,970.99
Contractor's Contingency (10%)	$ 193,897.10	$ 2,000.00	$ 22,111.68	$ 63,135.69	$ 17,937.50	$ 29,323.80	$ 34,807.50	$ 169,316.16
PROJECT TOTAL	**$ 2,132,868.10**	**$ 267,809.39**	**$ 243,228.44**	**$ 694,492.55**	**$ 197,312.50**	**$ 322,561.77**	**$ 382,882.50**	**$ 2,108,287.15**
		PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V	PHASE VI	TOTALS

Historic Campbell Chapel Restoration and Rehabilitation
Project Budget (June 30, 2025)

Project Timeframes and Budget

Phase	Phase Description	Funds Required	Funds Raised	Funds Requested	Funding Source and Project Status
			Pre Construction Phase		
1.	Building assessment, architectural and construction plans	$140,000	$140,000		**Beaufort County** Completed in 2020-21
			Construction Phases		
1.	Asbestos discovery, assessment, treatment, abatement and stabilization	$134,834	$127,000 $20,000		**Town of Bluffton** Asbestos addressed and completed in 2024 and some stabilization begun in early 2025
2.	Selective Removal (Interior and Exterior) and Repairs	$243,228	$200,000 $20,000		**State of South Carolina** Currently in process (2nd /3rd Qtr. 2025) **Town of Bluffton**
3.	Exterior Restoration	$694,493	$219,000		**National Fund for Sacred Places** (2025)
				$109,000	**Town of Bluffton** Requested for 4th Quarter 2025
				$375,000	**Beaufort County** Requested for 4th Quarter 2025
4.	Interior Rough-in and Framing	$197,313	$100,000		**Church/Member** Contributions (2024 – 26)
				$150,000	**African American Cultural Heritage Action Fund** Requested for 4th Quarter 2025
5.	Interior Finishes	$322,562			(2026)
6.	New Additions (Bathrooms and ADA Requirements)	$382,883			(2026)
	Total of All Phases	$2,115,313	$826,000	$634,000	Total Funds Raised (Also Outstanding Requests) $1,460,000

Funds Raised and/or Project Completed ------- Funds Requested and/or Project in Process -------

ACCOMMODATIONS TAX ADVISORY COMMITTEE
STAFF REPORT
Department of Finance & Administration

MEETING DATE: August 19, 2025
SUBJECT: Campbell Chapel Community Development Ministry: Historic Campbell Chapel Restoration & Rehabilitation
PROJECT MANAGER: Shannon Milroy, Budget & Procurement Manager

Summarized below is the application from the Campbell Chapel Community Development Ministry for Accommodations Tax grant dollars in continued support of the restoration and rehabilitation of the Historic Campbell Chapel.

Total Budget, per application: **$2,115,313**
Requested Amount: **$109,000**
Percentage of Request^: **5.15%**
^Includes up to 100% for Advertising & Promotion plus up to 50% of remaining expenses

Eligible Tourism-Related Expense Categories (per SC Code of Laws)	Total Budget for Category, per budget form		Budget Items Eligible for ATAX Funds
Advertising & Promotion of Tourism or Arts and Cultural Events			
Facilities for Civic and Cultural Events	$2,115,313		
Public Facilities		*	
Municipality and County Services		*	
Tourist Transportation		*	
Other/Ineligible Project Expenses			
Total	**$2,115,313**		

*Reimbursement will be based on the estimated percentage of tourists provided for

Budgeted Expenses Summary:

Facilities for Civic and Cultural Events:
Total budget $2,115,313

- Project costs are broken into five (5) phases and based on a proposed budget created by the project architect, James O. McGhee, and Landmark Preservation LLC for the restoration of the Historic Campbell Chapel to its 1874 condition. Total project costs have been adjusted for inflation and the need to address new construction issues/discoveries since the original budget was created in 2023.

Table Rating (Scores 0-5 with 5 satisfying the qualifications best, exception Advertising 0-15)

Amount Requested	Tourist Facilities (15)	Tourism Draw % (5)	Benefit to Tourism (5)	Self-Sufficiency % (5)	Misc. (10)	Total of 40 possible	Comments
$109,000	8	2	4	4	6	24	

Tourist Facilities: The Historic Campbel Chapel was built in 1853 and one of only two churches to have survived "The Burning of Bluffton" during the Civil War. In 2019, The structure is listed on the National Register and part of the Reconstruction Era National Historic Network.

Tourism Draw %: Because the project is not yet complete, a tourism percentage has not yet been tracked.

Benefit to Tourism: Once restored, the Chapel will be a museum-like structure available for daily tours, community meetings, destination weddings and cultural and educational events. It will also transform into the Gullah Geechee Village during Bluffton festivals, which will provide tourists the opportunity to experience African American history, culture, art, music, dance and cuisine.

Self-Sufficiency % (Financial Need): The request is 5.15% of the total construction budget of $2,115,313. A Town ATAX Grant was awarded in 2023 for Phases 1 and 2 of the project; this request is for Phase 3 costs, which total $694,493. The requested funds are approximately 16% of the Phase 3 budget.

Previous Funding Amounts						
Fiscal Year	Requested Amount	% of Budget	Advisory Committee Recommendation	Town Council Approved	Expended	Comments
2024	$200,000	13%	$200,000	$127,000	$86,917.20	Final Report expected after completion of current phase in September 2025; award expires in October 2025

Accommodations Tax Committee Recommendations and Comments:

_____

The Committee recommends funding $_____ for _____.

TOWN OF BLUFFTON ATAX GRANT APPLICATION SCORING SHEET

Entity: **Campbell Chapel Community Dev. Ministry** Project: **Campbell Chapel Restoration/Rehab** Project Type: **Facilities**

Scoring Category	Points Possible	Points Awarded
ADVERTISING	**15**	
Part 1: Five (5) points possible. Based on how much of the requested funds go toward advertising.		
0% of funds go toward advertising	**0 points**	
1% - 20% of funds go toward advertising	**1 point**	
21% - 40% of funds go toward advertising	**2 points**	
41% - 60% of funds go toward advertising	**3 points**	
61% - 80% of funds go toward advertising	**4 points**	
81% - 100% of funds go toward advertising	**5 points**	
Part 2: Ten (10) points possible. Based on <u>where</u> the advertising is placed.		
None of the funds go toward advertising	**0 points**	
Local newspapers/periodicals and electronic advertising (ex. Island Packet, The Bluffton Sun)	**2 points**	
Local guides/periodicals specifically geared toward tourists with a shelf life of more than 30 days	**4 points**	
Larger regional publications and electronic marketing within 100 miles (ex. Charleston or Savannah news outlets)	**6 points**	
Newspapers/periodicals/electronic marketing to large, metropolitan areas outside of 100 miles away (ex. Atlanta, Charlotte, Washington, D.C., Chicago)	**8 points**	
Nationally distributed newspapers/periodicals/electronic marketing (ex. USA Today, NY Times, Southern Living Magazine)	**10 points**	
TOURIST FACILITIES	**15**	
Higher point value given based on anticipated ratio of tourists to locals		
FESTIVAL/EVENT	**5**	
Higher point value given to requests for festivals or events		
Length of event/festival should be considered. Is it an all-day event versus a two-hour event? Multi-day event?		
BLUFFTON EVENT	**5**	
Higher point value given to events held within the town limits of Bluffton and/or spanning multiple locations		
TOURISM DRAW	**5**	
0% of attendees are tourists based on historical or projected information	**0 points**	
1% - 20% of attendees are tourists based on historical or projected info	**1 point**	
21% - 40% of attendees are tourists based on historical or projected info	**2 points**	
41% - 60% of attendees are tourists based on historical or projected info	**3 points**	
61% - 80% of attendees are tourists based on historical or projected info	**4 points**	
81% - 100% of attendees are tourists based on historical or projected info	**5 points**	
BENEFIT TO TOURISM (LOCAL ECONOMY)	**5**	
Higher point value given to events that encourage overnight stays and/or have local business participation		
SELF SUFFICIENCY	**5**	
100% of budget from ATAX request	**0 points**	
80% - 99% of budget from ATAX request	**1 point**	
60% - 79% of budget from ATAX request	**2 points**	
40% - 59% of budget from ATAX request	**3 points**	
20% - 39% of budget from ATAX request	**4 points**	
1% - 19% of budget from ATAX request	**5 points**	
MISCELLANEOUS	**10**	
Only use if applicant does not qualify as a festival/event		
Group Average Point Total (out of a possible 40 points)		
Group Average Percentage		

Milroy, Shannon

From: noreply@civicplus.com
Sent: Sunday, June 29, 2025 9:56 PM
To: ATax Communications
Subject: Online Form Submittal: Accommodations Tax Grant Application

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Accommodations Tax Grant Application

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Accommodations Tax Grant Application Instructions	Accommodations Tax Grant Application Instructions
Accommodations Tax Grant Application Instructions	I have read and acknowledged the Town of Bluffton, SC Accommodations Tax Grant Application Instructions.
	(Section Break)
Application Date	6/29/2025
Project Name	162nd South Carolina Conference of the AME Church
Project/Event Location	Campbell Chapel AME Church, 25 Boundary Street, Bluffton, SC 29910
Is this a new project or event?	Yes
If yes, did you or a team member discuss your application with town staff prior to applying?	Yes
Project/Event Start Date:	9/17/2025

Project/Event End Date	9/20/2025
Multi-Year Project/Event?	No
Total Project Costs	$80,300.00
Total ATAX Funds Requested	$10,000.00
Percent of Total Budget	12.45%
Date the funds are needed:	9/20/2025
Full Legal Organization Name	Campbell Chapel African Methodist Episcopal Church
Address	25 Boundary Street
Street Address Line 2	*Field not completed.*
City	Bluffton
State	South Carolina
Zip Code	29910
Applicant must be designated as a non-profit entity to receive ATAX funds. Is your entity a non-profit organization?	Yes

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Organization Primary Point of Contact

First Name	Fedrick
Last Name	Wilson
Title	Pastor
Phone Number	843-356-4052
E-mail Address	fedrickwilson1816@gmail.com

(Section Break)

Organization Secondary Point of Contact

First Name	Ron
Last Name	James
Title	CCAME Grants
Phone Number	612-210-8181
E-mail Address	rj2jj2@msn.com

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Project Description:

The 162nd South Carolina Annual Conference of the AME Church will bring together representatives from 96 AME churches from the state's southern border up to Charleston, S.C. And for the first time since 2016, it is being hosted by Campbell Chapel AME Church in Bluffton, SC.

Though it carries the name of the South Carolina Annual Conference, its members represent one of six Conferences (Regionals) across the state of South Carolina. Our goal is to provide such "Radical Hospitality" to attract the Annual Conference back to Bluffton more frequently.

Over the course of four days, Wednesday, September 17th 2025, through Saturday, September 20th, 2025, over 1,000 representatives, including 250 designated delegates, will rotate through different segments of the Conference based on their areas of responsibilities and focus on:

• Business, Training and Worship
• Missionary Outreach
• Women's, Men's and Young People's Ministries
• Clergy and Lay Appointments and Service
• Church School and Christian Education

We have reserved 150 hotel rooms across four hotels:

• Holiday Inn Express, 35 Bluffton Road, Bluffton (Host Hotel) – 50 Room Block
• Spark by Hilton, 23 Towne Drive, Bluffton – 30 Room Block
• Best Western Plus, 259 Okatie Village Drive, Bluffton – 40 Room Block
• Hampton Inn and Suites, 29 William Pope Drive, Bluffton – 30 Room Block

In addition to lodging, our Guests will be dining in Bluffton, 3 to 4

	Food Trucks will be on hand to provide lunch services, retail stores will be visited and the rich history of the Town of Bluffton explored through its historic venues. With an overall budget of $80,300, Campbell Chapel AME is seeking $10,000 in ATAX grant support from the Town of Bluffton to be used to support: - Safety and Security ($6,000) – As the Annual Conference has programs in the morning, afternoon and evening, (8:00 a.m. to 9:00 p.m.) we will be using a combination of external Security from other locations and Bluffton Police to ensure we have sufficient coverage throughout the event. - Temporary Parking and Local Transport ($2,000) – We are securing parking at three nearby facilities in the area to accommodate guest vehicles and will transport them between the parking facilities and the Campbell Chapel AME church via van and golf carts. - Signage ($1,600) – We are designing and will have installed a street banner to recognize and celebrate the occasion. - Logistics ($1,500) – We will be providing access to toilets and supporting local vendors and food trucks - Public Relations – ($4,000) - Printing of Souvenir Journal - ($4,000) - And other areas Campbell Chapel AME Church Members have been actively engaged in the planning and preparations. Since planning began in November of 2024, 135 individuals across multiple planning committees have contributed 9,410 volunteer hours. The Campbell Chapel AME Church will also be contributing $8,750.00 to support the effort.
List any required permits, if applicable. If none, type “N/A":	N/A
Describe all planned advertising and marketing for this project/event:	The event is intended for the representatives of the AME Churches. Advertising and Marketing will be done through the AME Church Network. We have set up a website: southcarolinaannualconference2025.com for providing information to attendees and will be using social media. In

	addition, hard copy letters and materials are sent to participants to prepare them for the Annual Conference.
Please list all media outlets you intend to utilize for your project/event (i.e. names of magazines, TV and radio stations, etc.):	Campbell Chapel will use the AME Church Network, a designated website for the Annual Conference and social media to communicate with participants.

All advertising/marketing paid for with Town of Bluffton Accommodations Tax dollars must incorporate the branding shown here: Town of Bluffton Brand Standards. The use of the Town's logo must meet the design standards outlined at the aforementioned link and be approved by the Town. Designs may be submitted electronically using this link. Please allow five (5) business days for approval.

Impact on or Benefit to Tourism:	Registration is underway and we are expecting approximately 1,000 participants, which includes 250 designated delegates, to rotate in attendance over a four day period. We have reserved a minimum of 150 hotel rooms across four hotels: • Holiday Inn Express, 35 Bluffton Road, Bluffton (Host Hotel) – 50 Room Block • Spark by Hilton, 23 Towne Drive, Bluffton – 30 Room Block • Best Western Plus, 259 Okatie Village Drive, Bluffton – 40 Room Block • Hampton Inn and Suites, 29 William Pope Drive, Bluffton – 30 Room Block In addition to lodging, our Guests will be dining in Bluffton, 3 to 4 Food Trucks will be on hand to provide lunch services, retail stores will be visited and the rich history of the Town of Bluffton explored through its historic venues.

***"Tourist"* means a person who does not reside within the corporate limits of the Town or within a Town zip code that takes a trip into the corporate limits of the Town for any purpose, except daily commuting to and from work.**

***"Travel"* and *"Tourism"* mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.**

Additional Comments:	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

FINANCIAL INFORMATION

To download the Town's required Line-Item Budget Form, click here: https://www.townofbluffton.sc.gov/DocumentCenter/View/4295/ATAX-Grant-Application-Line-Item-Budget-Form

Download and save the form and hit "Back" in your web browser to return to the application. Once the form is completed, attach it on the following line.

Town's required Line-Item Budget Form:	ATAX-Grant-Application-Line-Item-Budget-Form.pdf
Most Recent Fiscal Year Balance Sheet and Profit and Loss Accounting Statement	CCAME Income Statement for 2024.pdf
Financial Guarantee	SC Annual Conference page 31.pdf

Applicant must provide a copy of official minutes wherein the sponsoring organization approves the project and commits the organization to financial responsibility for carrying it out to the stage of completion.

(Section Break)

Have you requested, received, or been awarded ATAX funding from other state or local entities for this project/event?	No
Have you received or been awarded ATAX funding from other state or local entities for any other project/event?	Yes
Awarding Agency	Town of Bluffton

Amount	$127,000
Project/Event	Historic Campbell Chapel Restoration and Rehabilitation
Year of Award	October, 2023
Awarding Agency	Beaufort Couny
Amount	$140,000
Project/Event	Historic Campbell Chapel Restoration and Rehabilitation
Year of Award	2020

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

PRIOR RECIPIENT'S REPORT

If your organization has received ATAX funding from the Town of Bluffton in previous years, you must complete the below information.

If you have not received ATAX funding from the Town of Bluffton, please answer "No" and skip this section, and sign and submit your application.

Has your organization previously received ATAX funds from the Town of Bluffton?	Yes
Project/Event Name	Historic Campbell Chapel
Year Awarded	2023
Amount Awarded	127,000.00
Was a final report submitted?	No
If no please explain why and indicate when the final report will be submitted.	We are a work in process. We submit quarterly reports with updates. We have completed and been reimbursed $86,917 of the grant thus far and anticipate completion and securing the remaining $40,083 by September of this year.
What was the event's total attendance	Not applicable
What was the total number of tourists?	Not applicable

What was the percentage of tourists?	Not applicable
	(Section Break)
Please attach a copy of your organization's IRS Designation Letter showing your non-profit status .	CCAME EIN Non Profit Documents.pdf
Please upload a copy of your current Town of Bluffton Business License, which is required of all applicants.	Campbell Chapel AME CCCDM Business Licence.pdf
Additional Application Documents	*Field not completed.*
Additional Application Documents	*Field not completed.*
Additional Application Documents	*Field not completed.*
Additional Application Documents	*Field not completed.*
Additional Comments	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

All applicants will be required to come before the Accommodations Tax Advisory Committee (ATAC) and answer any and all questions when scheduled to do so.

Any organization awarded funds for advertising/marketing must incorporate the Bluffton Heart of the Lowcountry brand logo in all promotional materials and advertising.

The South Carolina Freedom of Information Act (FOIA) defines a "public body" as any organization or corporation supported in whole or in part by public funds or expending public funds. If awarded, your organization's acceptance of public funds from the Town of Bluffton may cause your organization to come within the meaning of "public body" as defined by the Freedom of Information Act. S.C. Code Ann. §30-4-10, et seq. (Supp. 2002). Accordingly,

this is to advise that by accepting public funds, your organization may be subject to the South Carolina Freedom of Information Act.

By submitting this application, the organization certifies that it has read and understands the paragraphs above. The organization additionally certifies that it does not discriminate in any manner on the basis of race, color, national origin, age, sex, disability, religion, or language and that all funds that may be received by the applicant organization from the Town of Bluffton, South Carolina will be solely used for the purposes set forth in this application and will comply with all laws and statutes, including the South Carolina Code of Laws regarding Allocations of Accommodations Tax Revenues.

By typing your name below, you are signing this application electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this application.

Signature	Ron James
Signatory's Title or Position	Chair of Grants

Email not displaying correctly? View it in your browser.

OFFICE OF THE GENERAL SECRETARY
AMEC
AFRICAN METHODIST EPISCOPAL CHURCH

1. Pastor
2. Finance
3 File

Dr. Clement W. Fugh
General Secretary/CIO

MAR 2 – 2011

February 28, 2011

Reverend Reginald E. Jacobs Sr., Pastor
Campbell Chapel AME Church
P.O. Box 83
Bluffton, SC 29910

Dear Reverend Jacobs Sr.:

Attached is the Group Federal Tax Exemption Certificate for the Connectional (worldwide) African Methodist Episcopal Church, Inc., of which the Campbell Chapel African Methodist Episcopal Church, Bluffton South Carolina, is a member. The Group Exemption Number is 2632, and the EIN number is 53-0204696. This number is to be used for all of Campbell Chapel's 501 (c)(3) purposes. It is not to be used for payroll or sales taxes.

Respectfully,

Dr. Clement W. Fugh
General Secretary/CIO

CWF:bdi

Attachments 3

AFRICAN METHODIST EPISCOPAL CHURCH

BOARD OF INCORPORATION

(FINANCE DEPARTMENT)

GROUP EXEMPTION NUMBER - 2632

DO - 52 EIN 53-0204696

06/08/96 10:31AM Job 404 P04

Department of the Treasury

Internal Revenue Service

District
Director

Person to Contact: EP/EO

Telephone Number: 488-3100

Refer Reply to: Taxpayer Service Divisi

Date: 1/19/95

Board of Incorporators
of the African Methodist
Episopal Church
2311 M St. N.W.
Washington, D.C.

The following information regarding the exempt status of your organization is furnished in response to your letter dated 10/19/94

☐ We have searched our files and can find no record that the organization is exempt from Federal Income Tax. In the event the organization wishes to apply for tax-exempt status, the appropriate forms and information are attached.

☒ A search of our files indicates that the organization is exempt from Federal Income Tax under Section 501(c)(3) and other than a pri foundation described in sections 509(a) (1) and 170(b)(1)(A)(i) effective May 1975

☐ A fact sheet containing basic information about the organization's tax-exempt status is enclosed.

☐ A copy of our letter certifying the status of the organization is enclosed.

☒ A copy of our letter certifying the status of the organization is not available, however, this letter may be used to verify your tax-exempt status.

☐ Your change of address has been noted in our files. Our records now indicate your address as:

RECEIVED JAN 1 9 1

Sincerely yours,

District Director

Form MAR-1867 (5-78)

(202) 964-6197
Refer Reply to:
E:EO:O:R
Date:
February 17, 1976
Group Exemption Number:
2632

53-02-4656
BOARD OF INCORPORATORS OF THE AFRICAN
METHODIST EPISCOPAL CHURCH
% JOSEPH C. MCKINNEY TREASURER
1541 14TH ST NW
WASHINGTON DC 20005

Dear Officer or Trustee:

We are contacting all group central organizations because the 1975 Form 990 and instructions require each central organization and its subordinates to show their group exemption number (GEN) in Part I, item 1B(b), of Form 990.

Your group exemption number is shown above. Please advise any of your subordinates that are required to file an annual information return, Form 990, to place your group exemption number on their return.

Church central organizations are not required to file an annual information return. However, any of their subordinates that do not qualify as "integrated auxiliaries" of a church are required to file an information return, Form 990, and should include on that return the appropriate group exemption number. We are preparing a proposed amendment to the Income Tax Regulations which will define an integrated auxiliary of a church. When that amendment is published, we will send an information copy to holders of group exemption rulings under section 501(c)(3) of the Internal Revenue Code. (Organizations exempt under other provisions will not receive a copy.)

If you have any questions, please contact the person whose name and telephone number are shown above.

Thank you for your help in this matter.

Sincerely yours,

J.A. Tedesco, Director
Exempt Organizations Division

M-0083 (Z-76)

Secretary of State Search
Mark Hammond's Office

Office of the South Carolina Secretary of State
Business Filings Division

Information for: CAMPBELL CHAPEL AME CHURCH

Check Charities Database

Note*** This online database was last updated on 02/22/2008 see our Disclaimer

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA
	Non-Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	REV ISAAC WILBORN
ADDRESS:	23 BOUNDRY ST
CITY:	BLUFFTON
STATE:	SC
ZIP:	29910 0000
SECOND ADDRESS:	

FILE DATE:	10/18/2001
EFFECTIVE DATE:	10/18/2001
DISSOLVED DATE:	

CORPORATION HISTORY RECORDS

Code	File Date	Comment	Document
ELEEMOSYNARY INCORPORATION (NON-PROFIT)	10/18/2001	NONPROFIT INCORPORATION	FILM

Return to Previous Page

Tax Exempt # 580814814

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
Withholding Tax
COLUMBIA, SC 29214-0004

WITHHOLDING AGENT REGISTRATION

(Rev. 2/25/02)
8000
03-30-2005

STATE WITHHOLDING NUMBER
25475333 3
FEI/SSN
580814814

M RGWH 2294237-000

CAMPBELL CHAPEL AME CHURCH
PO BOX 83
BLUFFTON SC 29910

IMPORTANT

You have been registered with South Carolina Department of Revenue as a withholding agent for the purpose of withholding South Carolina income taxes and have been assigned a permanent number which is shown above. Any correspondence or inquires should be directed to the Taxpayer Service Center in your area and should refer to this number.

IMPORTANT: SC withholding tax returns must be filed (even if no SC income tax has been withheld) to maintain an "open" SC withholding tax account. If you no longer have employees and wish to CLOSE the SC withholding tax account, please contact the Taxpayer Service Center in your area. All returns must be filed and tax paid to close the account.

TAXPAYER SERVICE CENTERS

COLUMBIA MAIN OFFICE
301 Gervais Street, PO Box 125, Columbia, SC 29214, (803) 898-5000

CHARLESTON
Southpark Office Building, 3 Southpark Circle, Suite 202, Charleston, SC 29407, (843) 852-3600, (843) 556-1780 (FAX)

FLORENCE
1452 West Evans Street, P.O. Box 5418, Florence, SC 29502, (843) 661-4850, (843) 662-4876 (FAX)

GREENVILLE
211 Century Drive, Suite 210-B, Greenville, SC 29607, (864) 241-1200, (864) 232-5008 (FAX)

ROCK HILL
Business and Technology Center, Suite 202, 454 South Anderson Road, P.O. Box 12099, Rock Hill, SC 29731, (803) 324-7641, (803) 324-8289 (FAX)

R.D. TXPRG042

91

TOWN OF BLUFFTON

TOWN OF BLUFFTON -

Expires:04/30/2026

License No. 25-02-5620

Date Issued: 02/11/2025

NAICS Title: Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)

Business Name: Campbell Chapel Community Development Ministry

Business DBA Name: Campbell Chapel Community Development Ministry

Business Type:

Non-Profit Ministry

Physical Address:

25 BOUNDARY ST
BLUFFTON SC
29910

NON-TRANSFERABLE | TO BE PLACED IN A CONSPICUOUS PLACE

Section 6-21 Purpose and Duration of Business License

ALL BUSINESSES LOCATED IN THE TOWN OF BLUFFTON MUST POST THE BUSINESS LICENSE IN A VISIBLE LOCATION WITHIN THE BUSINESS LOCATION AS REFERENCED ABOVE AND IS VALID FOR THIS LOCATION ONLY. ALL BUSINESSES LOCATED OUTSIDE THE TOWN OF BLUFFTON MUST KEEP A CURRENT COPY WHILE CONDUCTING BUSINESS INSIDE THE TOWN OF BLUFFTON. CHANGE IN LOCATION OR OWNERSHIP REQUIRES A NEW LICENSE. IF THE BUSINESS IS CLOSED, CONTACT OUR OFFICE AT 843-706-4501 TO UPDATE ACCOUNT.

Dr. Jon R. Black
Campbell Chapel A.M.E. Church
25 Boundary St
Bluffton, SC 29910

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

REVENUES

Revenues - Cash

Sponsorships	$	18,050.00
Donations	$	8,750.00
ATAX Grants/Funding from Other Entities*	$	

** Do **NOT** include anticipated award funds requested in this application*

Other Grants (please name):	$	
Vendor Fees	$	4,500.00
Registration Fees	$	39,000.00
Other Fees (please name):	$	
Other Fees (please name):	$	
Mercandise Sales	$	
Other Sales (please name):	$	
Other Sales (please name):	$	
Other Revenue (please name):	$	
Other Revenue (please name):	$	

Revenues - In-Kind Contributions

Volunteer Hours	$	
Donated Items	$	
Donated Services	$	
Other (please name):	$	
Other (please name):	$	
Other (please name):	$	

Total All Revenue Sources:	**$**	70,300.00

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

		Amount
Advertising & Promotion of Tourism or Arts and Cultural Events		
	Local Newspaper/Digital Advertising	$
	Regional Newspaper/Digital Advertising	$
	National Newspaper/Digital Advertising	$
	Local Magazine/Digital Advertising	$
	Regional Magazine/Digital Advertising	$
	National Magazine/Digital Advertising	$
	Local Radio Advertising	$
	Regional Radio Advertising	$
	National Radio Advertising	$
	Local Television Advertising	$
	Regional Television Advertising	$
	National Television Advertising	$
	Billboards	$
	Social Media Advertising	$
	E-mail and/or Text Blasts	$
	Postcards/Mailers	$
	Posters/Banners/Signage	$ 1,600.00
	Graphic Design of Marketing/Writing or Press Releases	$
	Web Hosting for **Event** (not organization)	$
Other (please name): Public Relations - Printing and Distribution of M		$ 4,000.00
Other (please name): Printing Souvenir Journal		$ 4,000.00
Other (please name):		$
Other (please name):		$
Other (please name):		$
Facilities for Civic and Cultural Events		
	Rentals: Tables, Chairs, Stages, Tents	$
	Rental: Sound, Audio Equipment	$
	Construction	$
	Repairs to Facilities	$
	Maintenance of Facilities	$
Other (please name): Logisitcs		$ 1,500.00
Other (please name): Decorations		$ 500.00
Other (please name):		$

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

		Amount
Tourist Transportation		
Company Name:		$
Company Name:		$
Public Facilities		
	Temporary/Portable Restrooms	$
	Permanent Restrooms	$
	Parks	$
	Parking Lots	$ 2,000.00
Other (please name):		$
Other (please name):		$
Municipality and County Services		
	Dumpster Rental/Trash Hauling	$
	Security Provided by Bluffton Police Department	$ 2,000.00
	Security **NOT** Provided by Bluffton Police Department	$ 4,000.00
	Total of ATAX Eligible Expenses:	$ 19,600.00

Other/Ineligible Expenses

Applicants should list all other project/event expenses that are not eligible for ATAX funds and not listed above.

Item	Amount
Administrative Expense	$ 3,800.00
Production	$ 3,000.00
Music and Worship Services including lodging and transporation	$ 5,500.00
Pulpit and Leadership Attendants and Ushers	$ 2,200.00
Repair and Reupholster Church Pews and Purchase Banquet Ch	$ 38,700.00
Culinary - 2 lunches. for 250 Designated Delegates	$ 7,500.00
	$
	$
	$
	$
	$
	$
Total of Other/Ineligible Expenses:	$ 60,700.00
Total Project/Event Budget:	**$** 80,300.00
Total Project/Event Profit or Loss	**$** -10,000.00

Campbell Chapel AME Church

Rev. Fedrick A. Wilson, Pastor

Profit/Loss Statement: 01/01/2024-12/31/2024 (All Transactions)

Beginning Balance		**32,337.05**
Income		
Administration		1,450.00
Allen University Donations		1,170.00
Ash Wednesday Service		40.00
BLF Soup Kitchen - Utilities Reimbursement		3,805.87
Benevolent Offering		2,505.00
CCAME Scholarship		1,416.00
Church Anniversary		200.00
Church Anniversary Souvenir Journal Sales		700.00
Church Anniversary Tickets		4,440.00
Church Anniversry Ad		7,075.00
Church School		2,634.00
Dickerson Theology		234.00
Easter Activities		10.00
Historic Chapel Fund Donations		3,035.00
Historic Chapel Restoration		160.00
Lay Organization		50.00
MLK Banquet Ticket		210.00
Offerings		30,457.19
Reimbursement		36,935.00
Rental Of Church Chapel		750.00
Rental Of New Church		2,100.00
Rental Of Parsonage		7,500.00
Sacrifical Offering - 150th Celebration		20,864.77
Soup Kitchen Utilities Payment		732.83
Souper Bowl		565.71
Tithes		366,439.14
Unity Breakfast		1,950.00
WMS Dues		296.00
Women's Missionary Society - WMS		278.00
Young People Department-YPD		230.00
	Income SubTotal:	**498,233.51**
Expenditures		
ANNUAL CONFERENCE EXPENSE		-1,320.00
Administrations		-6,928.10
Advertising		-1,275.70
Annual Conference		-2,770.00
Annual Conference - Pastor		-1,320.00
Area Consultant Gift		-50.00
Ash Wednesday Offering		-50.00
Audio Ministry		-8,158.07
Banquet Ticket		-300.00
Banquet Tickets		-2,600.00
Benevolence		-500.00
Benevolence Support		-1,000.00
Bft Cty Property Tax Bill		-442.54
Books / Bibles		-305.59
Building/Grounds & Maintenance		-12,086.00
Choir Director Stipend		-3,700.00
Christain Education		-852.00
Christian Education		-500.00
Christian Education Christmas Luncheon		-374.34

Campbell Chapel AME Church

Rev. Fedrick A. Wilson, Pastor

Profit/Loss Statement: 01/01/2024-12/31/2024 (All Transactions)

Church Anniversary Expense	-11,042.86
Church School Books	-1,024.02
Church Security	-3,360.00
Community Outreach	-1,737.70
Contracts And Services	-1,467.50
Donations To Churches/Charities	-410.00
Drummer	-9,075.00
Elder Quarterage	-885.00
Elder's Quarterage	-885.00
Electricity	-19,889.27
Evangelism	-2,237.84
Financial Asking	-2,778.00
Garbage Collection	-3,421.75
General Conference	-2,000.00
Gospel Choir	-35.00
Guest Minister	-150.00
Health Ministry	-160.49
Historic Chapel Renovation	-37,829.75
Historic Chapel Restoration Fund	-19,421.85
Hospitality Repast	-931.10
Insurance	-13,366.75
Janitorial Cleaning	-18,330.00
Landscape Contract	-5,950.00
Leadership Congress	-1,000.00
Lighting	-1,034.67
Mid Year Conference	-1,500.00
Ministral Staff Stipend	-3,500.00
Mission & Welfare	-1,000.00
Online Giving Fee	-3,783.13
Organist	-20,800.00
Outreach Ministry Donations	-2,000.00
POSTAGE STAMPS	-141.00
Pastor Appreciation	-3,100.00
Pastor Bonus	-8,000.00
Pastor Housing/Travel Allowance	-30,900.00
Pastor's Aid Board	-250.00
Pastor's Appreciation	-100.00
Pastor's Compensation Package	-44,100.00
Pastor's Discretionary Fund	-250.00
Pastor's Vacation	-1,800.00
Pew Repair	-9,000.00
Post Office Box Rental	-170.00
Presiding Elder's Gift	-100.00
Propane Gas	-2,206.92
Recognition Of Gift	-500.00
Repairs & Maintenance	-2,013.23
Repast For Bereaved Family	-1,328.04
Scholarship	-542.88
Scholarship Fund	-1,000.00
Scholarship Fund Disbursement	-5,500.00
Secretary	-15,298.50
Security Monitoring	-5,556.04
Social Action Ministry	-53.72
Sons Of Allen	-305.00
Speaker Honorarium	-100.00

Campbell Chapel AME Church

Rev. Fedrick A. Wilson, Pastor

Profit/Loss Statement: 01/01/2024-12/31/2024 (All Transactions)

Steward Credit Card Expense	-11,494.79
Steward's Church Expense	-200.00
Stewardess	-522.14
Stewardess Board	-37.38
Supplies - Ministries	-500.95
Telephone/Internet Services	-9,181.54
The Beaufort District Askings	-33,863.00
Tithe/Offering Envelopes	-632.84
Trustees Credit Card Expense	-2,195.40
Trustees Expense	-20,082.53
Unity Breakfast	-979.69
Vehicle Registration/Tax&Tag	-846.10
Voided Check	0.00
WMS	-90.00
Water And Sewer	-2,360.68
Widow's Stipend	-2,905.00
Women's Missionary Society	-339.00
YPD	-532.18
Expenditures SubTotal:	**-454,617.57**
Profit (Loss):	**43,615.94**
Ending Balance	**75,952.99**

The 2026 Annual Conferences

(The hosting and planning of the Annual Conference will be in conjunction with the Conference Planning Committee)

115TH SESSION OF THE PALMETTO SOUTH CAROLINA ANNUAL CONFERENCE

Ebenezer AME Church, *Charleston - Host Church*
Rev. Dr. William Swinton, Jr. *- Host Pastor*
Rev. Dr. Allen W. Parrott *- Host Presiding Elder*

Wednesday, Sept 10, 2025 (8am - 12pm) – **WMS** Annual Convention
Wednesday, Sept 10, 2025 (12pm) – **WIM** Noonday Worship Service
Wednesday, Sept 10, 2025 (6pm) – **WMS** Night In White Worship service

Wednesday - Saturday, Sept 10 – 13, 2025 ✞ Business, Training & Worship

Opening Annual Conference Business Session – Wednesday, **Sept 10, 2025** (3pm - 5pm)
Opening Annual Worship Service – Thursday, **Sept 11, 2025,** at **10:00 a.m.**
Sons of Allen Service – Thursday, **Sept 11, 2025,** at **6:00 p.m.**
Ordination Worship Service – Friday, **Sept 12, 2025,** at **11:00 a.m.**
Lay Organization – Friday, **Sept 12, 2025,** at **7:00 p.m.**
Young Peoples Division – Saturday, **Sept 13, 2025,** at **9:00 a.m.**
Church School – Saturday, **Sept 13, 2025,** at **10:30 a.m.**
Closing and Commissioning Service – Saturday, **Sept 13, 2025,** at **12:00 p.m.**

162ND SESSION OF THE SOUTH CAROLINA ANNUAL CONFERENCE

Campbell Chapel AME Church, *Bluffton - Host Church*
Rev. Frederick Wilson *- Host Pastor*
Rev. Dr. Jon R. Black *- Host Presiding Elder*

Wednesday, Sept 17, 2025 (8am - 12pm) – **WMS** Annual Convention
Wednesday, Sept 17, 2025 (12pm) – **WIM** Noonday Worship Service
Wednesday, Sept 17, 2025 (6pm) – **WMS** Night In White Worship service

Wednesday - Saturday, Sept 17 – 20, 2025 ✞ Business, Training & Worship

Opening Annual Conference Business Session – Wednesday, **Sept 17, 2025** (3pm - 5pm)
Opening Annual Worship Service – Thursday, **Sept 18, 2025,** at **10:00 a.m.**
Sons of Allen Service – Thursday, **Sept 18, 2025,** at **6:00 p.m.**
Ordination Worship Service – Friday, **Sept 19, 2025,** at **11:00 a.m.**
Lay Organization – Friday, **Sept 19, 2025,** at **7:00 p.m.**
Young Peoples Division – Saturday, **Sept 20, 2025,** at **9:00 a.m.**
Church School – Saturday, **Sept 20, 2025,** at **10:30 a.m.**
Closing and Commissioning Service – Saturday, **Sept 20, 2025,** at **12:00 p.m.**

(The hosting and planning of the Annual Conference will be in conjunction with the Conference Planning Committee)

115TH SESSION OF THE PIEDMONT SOUTH CAROLINA ANNUAL CONFERENCE

Poplar Spring AME Church, *Laurnes - Host Church*
Rev. Roland E. D. Sigmon *- Host Pastor*
Rev. James E. Speed, Sr. *- Host Presiding Elder*

Wednesday, Oct 1, 2025 (8am - 12pm) – **WMS** Annual Convention
Wednesday, Oct 1, 2025 (12pm) – **WIM** Noonday Worship Service
Wednesday, Oct 1, 2025 (6pm) – **WMS** Night In White Worship service

Wednesday - Saturday, Oct 1 – 4, 2025 ✞ Business, Training & Worship

Opening Annual Conference Business Session – Wednesday, **Oct 1, 2025** (3pm - 5pm)
Opening Annual Worship Service – Thursday, **Oct 2, 2025,** at **10:00 a.m.**
Sons of Allen Service – Thursday, **Oct 2, 2025,** at **6:00 p.m.**
Ordination Worship Service – Friday, **Oct 3, 2025,** at **11:00 a.m.**
Lay Organization – Friday, **Oct 3, 2025,** at **7:00 p.m.**
Young Peoples Division – Saturday, **Oct 4, 2025,** at **9:00 a.m.**
Church School – Saturday, **Oct 4, 2025,** at **10:30 a.m.**
Closing and Commissioning Service – Saturday, **Oct 4, 2025,** at **12:00 p.m.**

134TH SESSION OF THE NORTHEAST SOUTH CAROLINA ANNUAL CONFERENCE

Mt. Olive AME Church, *Myrtle Beach - Host Church*
Rev. Glenn McLellan *- Host Pastor*
Rev. Johnnie O. Coe *- Host Presiding Elder*

Wednesday, Oct 8, 2025 (8am - 12pm) – **WMS** Annual Convention
Wednesday, Oct 8, 2025 (12pm) – **WIM** Noonday Worship Service
Wednesday, Oct 8, 2025 (6pm) – **WMS** Night In White Worship service

Wednesday - Saturday, Oct 8 – 11, 2025 ✞ Business, Training & Worship

Opening Annual Conference Business Session – Wednesday, **Oct 8, 2025** (3pm - 5pm)
Opening Annual Worship Service – Thursday, **Oct 9, 2025,** at **10:00 a.m.**
Sons of Allen Service – Thursday, **Oct 9, 2025,** at **6:00 p.m.**
Ordination Worship Service – Friday, **Oct 10, 2025,** at **11:00 a.m.**
Lay Organization – Friday, **Oct 10, 2025,** at **7:00 p.m.**
Young Peoples Division – Saturday, **Oct 11, 2025,** at **9:00 a.m.**
Church School – Saturday, **Oct 11, 2025,** at **10:30 a.m.**
Closing and Commissioning Service – Saturday, **Oct 11, 2025,** at **12:00 p.m.**

(The hosting and planning of the Annual Conference will be in conjunction with the Conference Planning Committee)

148TH SESSION OF THE COLUMBIA SOUTH CAROLINA ANNUAL CONFERENCE

St. Paul AME Church, *Irmo - Host Church*
Rev. Dr. Debora Grant Scotland *- Host Pastor*
Rev. Dr. Rosalyn G. Copeland *- Host Presiding Elder*

Wednesday, Oct 22, 2025 (8am - 12pm) – **WMS** Annual Convention
Wednesday, Oct 22, 2025 (12pm) – **WIM** Noonday Worship Service
Wednesday, Oct 22, 2025 (6pm) – **WMS** Night In White Worship service

Wednesday - Saturday, Oct 22 – 25, 2025 ✞ Business, Training & Worship

Opening Annual Conference Business Session – Wednesday, **Oct 22, 2025** (3pm - 5pm)
Opening Annual Worship Service – Thursday, **Oct 23, 2025,** at **10:00 a.m.**
Sons of Allen Service – Thursday, **Oct 23, 2025,** at **6:00 p.m.**
Ordination Worship Service – Friday, **Oct 24, 2025,** at **11:00 a.m.**
Lay Organization – Friday, **Oct 24, 2025,** at **7:00 p.m.**
Young Peoples Division – Saturday, **Oct 25, 2025,** at **9:00 a.m.**
Church School – Saturday, **Oct 25, 2025,** at **10:30 a.m.**
Closing and Commissioning Service – Saturday, **Oct 25, 2025,** at **12:00 p.m.**

102ND SESSION OF THE CENTRAL SOUTH CAROLINA ANNUAL CONFERENCE

Heyward AME Church, *Gaston - Host Church*
Rev. Moses M. Rembert *- Host Pastor*
Rev. Dr. Charles E. Young *- Host Presiding Elder*

Wednesday, Oct 29, 2025 (8am - 12pm) – **WMS** Annual Convention
Wednesday, Oct 29, 2025 (12pm) – **WIM** Noonday Worship Service
Wednesday, Oct 29, 2025 (6pm) – **WMS** Night In White Worship service

Wednesday - Saturday, Oct 29 – Nov 1, 2025 ✞ Business, Training & Worship

Opening Annual Conference Business Session – Wednesday, **Oct 29, 2025** (3pm - 5pm)
Opening Annual Worship Service – Thursday, **Oct 30, 2025,** at **10:00 a.m.**
Sons of Allen Service – Thursday, **Oct 30, 2025,** at **6:00 p.m.**
Ordination Worship Service – Friday, **Oct 31, 2025,** at **11:00 a.m.**
Lay Organization – Friday, **Oct 31, 2025,** at **7:00 p.m.**
Young Peoples Division – Saturday, **Nov 1, 2025,** at **9:00 a.m.**
Church School – Saturday, **Nov 1, 2025,** at **10:30 a.m.**
Closing and Commissioning Service – Saturday, **Nov 1, 2025,** at **12:00 p.m.**

ACCOMMODATIONS TAX ADVISORY COMMITTEE
STAFF REPORT
Department of Finance & Administration

MEETING DATE: August 19, 2025
SUBJECT: Campbell Chapel AME Church: 162nd South Carolina Conference of the AME Church
PROJECT MANAGER: Shannon Milroy, Budget & Procurement Manager

Summarized below is the application from the Historic Bluffton Foundation for Accommodations Tax grant dollars to support marketing and facilities costs for the Fall Tour of Homes event.

Total Budget, per application: **$80,300**
Requested Amount: **$10,000**
Percentage of Request^: **12.45%**
^Includes up to 100% for Advertising & Promotion plus up to 50% of remaining expenses

Eligible Tourism-Related Expense Categories (per SC Code of Laws)	Total Budget for Category, per budget form		Budget Items Eligible for ATAX Funds
Advertising & Promotion of Tourism or Arts and Cultural Events	$9,600		
Facilities for Civic and Cultural Events	-		
Public Facilities	2,000		
Municipality and County Services	6,000	*	
Tourist Transportation	-	*	
Other/Ineligible Project Expenses	62,700		
Total	**$80,300**		

*Reimbursement will be based on the estimated percentage of tourists provided for

Budgeted Expenses Summary:

Advertising & Promotion:
Total budget $9,600
- Includes posters/banners/signage, printing & distribution of materials and printing of a souvenir journal

Public Facilities:
Total budget $2,000
- Securing parking at three (3) nearby facilities and shuttle transportation via van and golf carts

Municipality and County Services:
Total budget $6,000
- Security provided by Bluffton PD ($2,000) and not provided by Bluffton PD ($4,000)

Other/Ineligible Project Expenses:
Total budget $62,700
- Administrative expenses, production, entertainment, staff, catering, logistics, decorations

Table Rating (Scores 0-5 with 5 satisfying the qualifications best, exception Advertising 0-15)

Amount Requested	Advertising (15)	Festival / Event (5)	Bluffton Event (5)	Tourism Draw % (5)	Benefit to Tourism (5)	Self-Sufficiency % (5)	Total of 40 possible	Comments
$10,000	7	4	4	4	3	4	26	

Advertising: Of the requested funds, almost 100% is anticipated to be spent on marketing and promotional items for the event. Advertising and marketing will be done through social media, the AME Church network and the website southcarolinaannualconference2025.com.

Festival/Event: The weekend event will be held September 17-20, 2025

Bluffton Event: The conference will be held at the historic Campbell Chapel AME Church

Tourism Draw %: This is an inaugural event and therefore, no tourism statistics exist.

Benefit to Tourism: The event is expected to draw approximately 1,000 participants. Therefore, conference planners have reserved a minimum of 150 hotel rooms across four local hotels. While in Bluffton, attendees will dine, shop and explore Bluffton's rich history.

Self-Sufficiency % (Financial Need): The request is approximately 12% of the conference's total projected event budget. Other revenue sources include sponsorships and donations as well as vendor and registration fees.

Previous Funding Amounts						
Fiscal Year	**Requested Amount**	**% of Budget**	**Advisory Committee Recommendation**	**Town Council Approved**	**Expended**	**Comments**
n/a						

Accommodations Tax Committee Recommendations and Comments:

_____

The Committee recommends funding $_____ for _____.

TOWN OF BLUFFTON ATAX GRANT APPLICATION SCORING SHEET **AUGUST**

Entity: **Campbell Chapel AME Church** Project: **SC Conference of the AME Church** Project Type: **Event/Festival**

Scoring Category	Points Possible	Points Awarded
ADVERTISING	**15**	
Part 1: Five (5) points possible. Based on how much of the requested funds go toward advertising.		
0% of funds go toward advertising	**0 points**	
1% - 20% of funds go toward advertising	**1 point**	
21% - 40% of funds go toward advertising	**2 points**	
41% - 60% of funds go toward advertising	**3 points**	
61% - 80% of funds go toward advertising	**4 points**	
81% - 100% of funds go toward advertising	**5 points**	
Part 2: Ten (10) points possible. Based on <u>where</u> the advertising is placed.		
None of the funds go toward advertising	**0 points**	
Local newspapers/periodicals and electronic advertising (ex. Island Packet, The Bluffton Sun)	**2 points**	
Local guides/periodicals specifically geared toward tourists with a shelf life of more than 30 days	**4 points**	
Larger regional publications and electronic marketing within 100 miles (ex. Charleston or Savannah news outlets)	**6 points**	
Newspapers/periodicals/electronic marketing to large, metropolitan areas outside of 100 miles away (ex. Atlanta, Charlotte, Washington, D.C., Chicago)	**8 points**	
Nationally distributed newspapers/periodicals/electronic marketing (ex. USA Today, NY Times, Southern Living Magazine)	**10 points**	
TOURIST FACILITIES	**15**	
Higher point value given based on anticipated ratio of tourists to locals		
FESTIVAL/EVENT	**5**	
Higher point value given to requests for festivals or events		
Length of event/festival should be considered. Is it an all-day event versus a two-hour event? Multi-day event?		
BLUFFTON EVENT	**5**	
Higher point value given to events held within the town limits of Bluffton and/or spanning multiple locations		
TOURISM DRAW	**5**	
0% of attendees are tourists based on historical or projected information	**0 points**	
1% - 20% of attendees are tourists based on historical or projected info	**1 point**	
21% - 40% of attendees are tourists based on historical or projected info	**2 points**	
41% - 60% of attendees are tourists based on historical or projected info	**3 points**	
61% - 80% of attendees are tourists based on historical or projected info	**4 points**	
81% - 100% of attendees are tourists based on historical or projected info	**5 points**	
BENEFIT TO TOURISM (LOCAL ECONOMY)	**5**	
Higher point value given to events that encourage overnight stays and/or have local business participation		
SELF SUFFICIENCY	**5**	
100% of budget from ATAX request	**0 points**	
80% - 99% of budget from ATAX request	**1 point**	
60% - 79% of budget from ATAX request	**2 points**	
40% - 59% of budget from ATAX request	**3 points**	
20% - 39% of budget from ATAX request	**4 points**	
1% - 19% of budget from ATAX request	**5 points**	
MISCELLANEOUS	**10**	
Only use if applicant does not qualify as a festival/event		
Group Average Point Total (out of a possible 40 points)		
Group Average Percentage		

Milroy, Shannon

From: noreply@civicplus.com
Sent: Monday, June 30, 2025 12:54 PM
To: ATax Communications
Subject: Online Form Submittal: Accommodations Tax Grant Application

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

Accommodations Tax Grant Application

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Accommodations Tax Grant Application Instructions	Accommodations Tax Grant Application Instructions
Accommodations Tax Grant Application Instructions	I have read and acknowledged the Town of Bluffton, SC Accommodations Tax Grant Application Instructions.
	(Section Break)
Application Date	6/30/2025
Project Name	Fall Tour of Homes
Project/Event Location	Heyward House Museum
Is this a new project or event?	Yes
If yes, did you or a team member discuss your application with town staff prior to applying?	Yes
Project/Event Start Date:	10/4/2025

Project/Event End Date	10/4/2025
Multi-Year Project/Event?	No
Total Project Costs	16250
Total ATAX Funds Requested	6500
Percent of Total Budget	30%
Date the funds are needed:	9/1/2025
Full Legal Organization Name	Historic Bluffton Foundation
Address	70 Boundary Street
Street Address Line 2	*Field not completed.*
City	Bluffton
State	South Carolina
Zip Code	29910
Applicant must be designated as a non-profit entity to receive ATAX funds. Is your entity a non-profit organization?	Yes

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Organization Primary Point of Contact

First Name	Nicki
Last Name	Graziani
Title	Operations Manager
Phone Number	8437576293 ext 2
E-mail Address	nicki@historicbluffton.org

(Section Break)

Organization Secondary Point of Contact

First Name	*Field not completed.*
Last Name	*Field not completed.*
Title	*Field not completed.*
Phone Number	*Field not completed.*
E-mail Address	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

Project Description:	The Tour of Homes celebrates Bluffton's unique heritage and Southern charm, but also supports preservation efforts and educational programming at the Heyward House Museum. It's a wonderful opportunity for locals to deepen their appreciation for the town's rich history, and for visitors to experience Bluffton's welcoming community and timeless beauty. Whether you're a history enthusiast, architecture lover, or simply looking to explore something special, this tour is a meaningful way to connect with the heart of Bluffton. Homes on tour The Mercer House The Hancock - Long Cottage The Huger House The Rate The Post Office 35 Bridge Street The Bluff 114 Pritchard Street The Heyward House Visitors will begin the tour at the Heyward House to check in and get maps to the properties on tour. At each house, there will be a docent ready to take groups on tours. On Heyward House common grounds will be vendors for food and drinks.
List any required permits, if applicable. If none, type "N/A":	N/A
Describe all planned advertising and marketing for this project/event:	The tour will be a fundraiser for the Heyward House. We will start a digital marketing campaign with Triad Media, promote on our website, facebook and instagram. We will publish ads with the Chamber to involve our local community. The digital ads will be targeted at Savannah, Beaufort, Hilton Head, greater South Carolina, and Georgia. We will do print ads with local

	publications and flyers for distribution around town. Digital marketing gets a lot of traction so our advertising will focus on that outreach.
Please list all media outlets you intend to utilize for your project/event (i.e. names of magazines, TV and radio stations, etc.):	Google All local publications Facebook Island Packet Merchants society Sun City News Bluffton Today Chamber of Commerce - All State wide welcome centers Mailing list emails

All advertising/marketing paid for with Town of Bluffton Accommodations Tax dollars must incorporate the branding shown here: Town of Bluffton Brand Standards. The use of the Town's logo must meet the design standards outlined at the aforementioned link and be approved by the Town. Designs may be submitted electronically using this link. Please allow five (5) business days for approval.

Impact on or Benefit to Tourism:	The Tour of Homes is more than a showcase of beautiful houses—it's a celebration of Bluffton's unique identity. For tourists, it offers an immersive, one-of-a-kind experience that goes far beyond what a typical visit provides. By gaining access to private residences and meeting local homeowners and historians, visitors get a deeper, more personal understanding of the town's history and lifestyle. This creates lasting impressions and encourages return visits, positive word-of-mouth, and extended stays in the area. Economic and Cultural Impact Events like this stimulate the local economy by increasing foot traffic to shops, restaurants, galleries, and lodging. Many visitors plan entire weekends around the tour, exploring the Old Town district, dining locally, and engaging with other Bluffton attractions. This synergy strengthens Bluffton's reputation as a cultural and historic destination, contributing to sustainable tourism growth. Proceeds from the Tour directly support the Heyward House Museum's mission: to preserve Bluffton's historic assets and educate the public through tours, exhibits, and outreach programs. By participating, both locals and tourists play an

active role in protecting the town's character for future generations.
We anticipate that the Tour of Homes will attract approximately 300 attendees, with a significant portion being out-of-town visitors. Based on the success of similar home tours in nearby cities like Savannah, Beaufort, and Charleston, we estimate that at least 60% of ticket sales will come from tourists traveling from outside the Bluffton area. This projection is also supported by the high interest in historic tours and cultural events in the region, which often draw tourists who are already visiting the Lowcountry or planning trips to heritage destinations.
To accurately assess the tourism impact, we will use our Clover credit card processing
service and Eventbrite to collect the zip codes of ticket buyers. This data will allow us to analyze the geographic distribution of attendees and differentiate between local residents and visitors from outside the area. By analyzing the percentage of ticket sales from non- local zip codes, we can determine how many tourists were generated by the event and calculate the economic impact of their spending on accommodations, dining, and other local businesses. This methodology will provide concrete data to measure the
success of the event in drawing tourists and will serve as a benchmark for future iterations of the Tour of Homes.

***"Tourist"* means a person who does not reside within the corporate limits of the Town or within a Town zip code that takes a trip into the corporate limits of the Town for any purpose, except daily commuting to and from work.**

***"Travel"* and *"Tourism"* mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.**

Additional Comments: *Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

FINANCIAL INFORMATION

To download the Town's required Line-Item Budget Form, click here: https://www.townofbluffton.sc.gov/DocumentCenter/View/4295/ATAX-Grant-Application-Line-Item-Budget-Form

Download and save the form and hit "Back" in your web browser to return to the application. Once the form is completed, attach it on the following line.

Town's required Line-Item Budget Form:	TOH Application-Line-Item-Budget-Form.pdf
Most Recent Fiscal Year Balance Sheet and Profit and Loss Accounting Statement	Historic Bluffton Foundation April 2024 YTD Balance Sheet (1).pdf
Financial Guarantee	Untitled document (2).pdf

Applicant must provide a copy of official minutes wherein the sponsoring organization approves the project and commits the organization to financial responsibility for carrying it out to the stage of completion.

(Section Break)

Have you requested, received, or been awarded ATAX funding from other state or local entities for this project/event?	No
Have you received or been awarded ATAX funding from other state or local entities for any other project/event?	No

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

PRIOR RECIPIENT'S REPORT

If your organization has received ATAX funding from the Town of Bluffton in previous years, you must complete the below information.

If you have not received ATAX funding from the Town of Bluffton, please answer "No" and skip this section, and sign and submit your application.

Has your organization previously received ATAX funds from the Town of Bluffton?	Yes
Project/Event Name	Heyward House Museum
Year Awarded	2026
Amount Awarded	50,000.00
Was a final report submitted?	No
If no please explain why and indicate when the final report will be submitted.	Fiscal year just started
What was the event's total attendance	n/a
What was the total number of tourists?	n/a
What was the percentage of tourists?	n/a
(Section Break)	
Please attach a copy of your organization's IRS Designation Letter showing your non-profit status .	HBF-BHPS IRS 1982 tax exempt determination letter.pdf.bz2
Please upload a copy of your current Town of Bluffton Business License, which is required of all applicants.	Business License - 4_2024 - 4_2025.pdf
Additional Application Documents	*Field not completed.*
Additional Application Documents	*Field not completed.*

Additional Application Documents	*Field not completed.*
Additional Application Documents	*Field not completed.*
Additional Comments	*Field not completed.*

TOWN OF BLUFFTON ACCOMMODATIONS TAX GRANT APPLICATION

All applicants will be required to come before the Accommodations Tax Advisory Committee (ATAC) and answer any and all questions when scheduled to do so.

Any organization awarded funds for advertising/marketing must incorporate the Bluffton Heart of the Lowcountry brand logo in all promotional materials and advertising.

The South Carolina Freedom of Information Act (FOIA) defines a "public body" as any organization or corporation supported in whole or in part by public funds or expending public funds. If awarded, your organization's acceptance of public funds from the Town of Bluffton may cause your organization to come within the meaning of "public body" as defined by the Freedom of Information Act. S.C. Code Ann. §30-4-10, et seq. (Supp. 2002). Accordingly, this is to advise that by accepting public funds, your organization may be subject to the South Carolina Freedom of Information Act.

By submitting this application, the organization certifies that it has read and understands the paragraphs above. The organization additionally certifies that it does not discriminate in any manner on the basis of race, color, national origin, age, sex, disability, religion, or language and that all funds that may be received by the applicant organization from the Town of Bluffton, South Carolina will be solely used for the purposes set forth in this application and will comply with all laws and statutes, including the South Carolina Code of Laws regarding Allocations of Accommodations Tax Revenues.

By typing your name below, you are signing this application electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this application.

Signature	Nicki E Graziani
Signatory's Title or Position	Operations manager

Email not displaying correctly? View it in your browser.

Internal Revenue Service
District Director

Department of the Treasury

Date:
LG FEB 24 1982

Employer Identification Number:
57-0724129
Accounting Period Ending:
September 30
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Ends:
September 30, 1983
Person to Contact:
151:3/ B. Zachery/ ds
Contact Telephone Number:
(404) 221-4516

The Bluffton Historical
Preservation Society Inc.
Boundary St. P. O. Box 114
Bluffton SC 29910

OA. '81 -

FEN 580015849

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(2).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(2) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(2) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(2) organization.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than $10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Michael J. Murphy

District Director

Letter 1045(DO) (6-77)

0021 0003

TOWN OF BLUFFTON

TOWN OF BLUFFTON -

Expires:04/30/2025

License No. 24-04-2445

04/29/2024

NAICS Title: Museums

Business Name: Bluffton Historic Preservation Society, Inc

Business DBA Name: Heyward House Museum and Welcome Center

Business Type:

BLUFFTON WELCOME CENTER

Physical Address:

70 BOUNDARY ST
BLUFFTON SC 29910

NON-TRANSFERABLE | TO BE PLACED IN A CONSPICUOUS PLACE

Section 6-21 Purpose and Duration of Business License

ALL BUSINESSES LOCATED IN THE TOWN OF BLUFFTON MUST POST THE BUSINESS LICENSE IN A VISIBLE LOCATION WITHIN THE BUSINESS LOCATION AS REFERENCED ABOVE AND IS VALID FOR THIS LOCATION ONLY. ALL BUSINESSES LOCATED OUTSIDE THE TOWN OF BLUFFTON MUST KEEP A CURRENT COPY WHILE CONDUCTING BUSINESS INSIDE THE TOWN OF BLUFFTON. CHANGE IN LOCATION OR OWNERSHIP REQUIRES A NEW LICENSE. IF THE BUSINESS IS CLOSED, CONTACT OUR OFFICE AT 843-706-4501 TO UPDATE ACCOUNT.

Ann Londeau
Ann Londeau
1321 May River Rd
Bluffton, SC 29910

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

REVENUES

Revenues - Cash

Sponsorships	$ 5000
Donations	$
ATAX Grants/Funding from Other Entities*	$

** Do **NOT** include anticipated award funds requested in this application*

Other Grants (please name):	$
Vendor Fees	$
Registration Fees	$ 16250
Other Fees (please name):	$
Other Fees (please name):	$
Mercandise Sales	$
Other Sales (please name):	$
Other Sales (please name):	$
Other Revenue (please name):	$
Other Revenue (please name):	$

Revenues - In-Kind Contributions

Volunteer Hours	$
Donated Items	$
Donated Services	$
Other (please name):	$
Other (please name):	$
Other (please name):	$

Total All Revenue Sources: **$** 21250

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

		Amount
Advertising & Promotion of Tourism or Arts and Cultural Events		
	Local Newspaper/Digital Advertising	$ 300
	Regional Newspaper/Digital Advertising	$ 600
	National Newspaper/Digital Advertising	$ 100
	Local Magazine/Digital Advertising	$ 300
	Regional Magazine/Digital Advertising	$ 600
	National Magazine/Digital Advertising	$
	Local Radio Advertising	$
	Regional Radio Advertising	$
	National Radio Advertising	$
	Local Television Advertising	$
	Regional Television Advertising	$
	National Television Advertising	$
	Billboards	$
	Social Media Advertising	$ 600
	E-mail and/or Text Blasts	$ 100
	Postcards/Mailers	$ 250
	Posters/Banners/Signage	$ 1500
	Graphic Design of Marketing/Writing or Press Releases	$
	Web Hosting for **Event** (not organization)	$ 150
Other (please name):		$
Other (please name):		$
Other (please name):		$
Other (please name):		$
Other (please name):		$
Facilities for Civic and Cultural Events		
	Rentals: Tables, Chairs, Stages, Tents	$ 3500
	Rental: Sound, Audio Equipment	$
	Construction	$
	Repairs to Facilities	$
	Maintenance of Facilities	$
Other (please name):		$
Other (please name):		$
Other (please name):		$

TOWN OF BLUFFTON
ACCOMODATIONS TAX GRANT APPLICATION BUDGET

EXPENSES

Eligible Tourism-Related Expense Categories (per SC Code of Laws)

		Amount
Tourist Transportation		
Company Name:		$
Company Name:		$
Public Facilities		
	Temporary/Portable Restrooms	$
	Permanent Restrooms	$
	Parks	$
	Parking Lots	$
Other (please name):		$
Other (please name):		$
Municipality and County Services		
	Dumpster Rental/Trash Hauling	$ 400
	Security Provided by Bluffton Police Department	$
	Security **NOT** Provided by Bluffton Police Department	$
	Total of ATAX Eligible Expenses:	$ 8400

Other/Ineligible Expenses

Applicants should list all other project/event expenses that are not eligible for ATAX funds and not listed above.

Item	Amount
Home preperation	$ 2500
Ticketing and administration	$ 1000
Insurance	$ 900
Security	$ 900
Event Rentals	$ 200
Catering for staff and volunteers	$ 400
Volounteer expenses	$ 500
Miscellaneous	$ 500
Contingency Fund	$ 750
	$
	$
	$
Total of Other/Ineligible Expenses:	$ 7650
Total Project/Event Budget:	**$** 15650
Total Project/Event Profit or Loss	**$** 5600

Historic Bluffton Foundation

Balance Sheet

As of April 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Atlantic Community Operating	0.00
Coastal States # 6767 Operating	11,234.75
Coastal States #2674 - MM	101,924.68
Coastal States #7294- Archives	1,402.42
Coastal States #7856 Restricted	0.00
Petty Cash	400.00
PSB Specified Donation Account	4,964.00
United Community Bank	470,478.21
Total Bank Accounts	**$590,404.06**
Accounts Receivable	
Pledges Receivable	0.00
Total Accounts Receivable	**$0.00**
Other Current Assets	
Inventory	12,500.00
Promises to Give	69,111.48
Undeposited Funds	0.00
Utility Deposits	475.38
Total Other Current Assets	**$82,086.86**
Total Current Assets	**$672,490.92**
Fixed Assets	
Accumulated Depreciation	-24,098.21
Computer Equipment	8,053.61
Computer Software	0.00
Deposits on Fixed Assets	0.00
Equipment A/C	10,750.00
Furniture, Fixtures & Equipment	54,681.81
Property - Heyward House	300,000.00
Common Ground	55,174.68
Construction in Progress HH	0.00
Renovations - Heyward House	257,015.57
Total Property - Heyward House	**612,190.25**
Vehicles - Golf Cart	12,595.00
Vehicles - Truck	5,000.00
Total Fixed Assets	**$679,172.46**
Other Assets	
Restricted Asset - Bathroom	0.00
Restricted Asset - Teel House	338,889.40

Historic Bluffton Foundation

Balance Sheet

As of April 30, 2024

	TOTAL
Restricted Assets	
Temporarily Restricted	-3,500.00
Due from Big Book Account	3,500.00
Total Temporarily Restricted	**0.00**
Total Restricted Assets	**0.00**
Total Other Assets	**$338,889.40**
TOTAL ASSETS	**$1,690,552.78**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	18,229.17
Total Accounts Payable	**$18,229.17**
Other Current Liabilities	
Deposits 2009 Budget	0.00
Direct Deposit Liabilities	-5,307.20
Note Payable - Line of Credit	0.00
Payroll Liabilities	3,005.49
Rent Received in Advance	0.00
Sales Tax Payable	0.00
SC Dept of Revenue Payable	-40.79
Sales Tax Payable	40.79
Total SC Dept of Revenue Payable	**0.00**
Total Other Current Liabilities	**$ -2,301.71**
Total Current Liabilities	**$15,927.46**
Long-Term Liabilities	
N/P SBA Loan	83,837.78
N/P South Atlantic Bank	0.00
Total Long-Term Liabilities	**$83,837.78**
Total Liabilities	**$99,765.24**
Equity	
Net Assets	
Net Assets W/O Donor Restricti	756,863.47
Net Assets Permanetly Restrict	0.00
Net Assets Temp Restricted	0.00
Net Assets Unrestricted	0.00
Net Assets W Donnor Restriction	927,716.75
Total Net Assets	**1,684,580.22**
Opening Bal Equity surplus	0.00
Retained Earnings	-121.75

Historic Bluffton Foundation

Balance Sheet

As of April 30, 2024

	TOTAL
Temporarily Restricted Equity	-3,500.00
Due to Big Book Account	3,500.00
Total Temporarily Restricted Equity	**0.00**
Net Income	-93,670.93
Total Equity	**$1,590,787.54**
TOTAL LIABILITIES AND EQUITY	**$1,690,552.78**

July 10, 2025

ATAX Application Review
Town of Bluffton
20 Bridge Street
Bluffton, SC 29910

Dear sir or madam,

The Board of Directors for the Historic Bluffton Foundation has reviewed the ATAX application for the Tour of Homes event scheduled for October 4, 2025 and approves the budget. Our organization approves the project and are committed to financial responsibility for carrying it out to the stage of completion.

Best regards,

Jennifer Sommerville
Board Chair
Historic Bluffton Foundation

ACCOMMODATIONS TAX ADVISORY COMMITTEE
STAFF REPORT
Department of Finance & Administration

MEETING DATE: August 19, 2025
SUBJECT: Historic Bluffton Foundation: Fall Tour of Homes
PROJECT MANAGER: Shannon Milroy, Budget & Procurement Manager

Summarized below is the application from the Historic Bluffton Foundation for Accommodations Tax grant dollars to support marketing and facilities costs for the Fall Tour of Homes event.

Total Budget: **$16,250**
Requested Amount: **$6,500**
Percentage of Request^: **37%**
^Includes up to 100% for Advertising & Promotion plus up to 50% of remaining expenses

Eligible Tourism-Related Expense Categories (per SC Code of Laws)	Total Budget for Category		Budget Items Eligible for ATAX Funds
Advertising & Promotion of Tourism or Arts and Cultural Events	$4,500		
Facilities for Civic and Cultural Events	3,500		
Public Facilities	400	*	
Municipality and County Services	-	*	
Tourist Transportation	-	*	
Other/Ineligible Project Expenses	7,650		
Total	**$16,050**		

*Reimbursement will be based on the estimated percentage of tourists provided for

Budgeted Expenses Summary:

Advertising & Promotion:
Total budget $4,500
- Includes digital and print ads, flyers and social media

Facilities for Civic and Cultural Events:
Total budget $3,500
- Rentals of tables, chairs, etc.

Public Facilities:
Total budget $400
- Dumpsters/Trash Hauling

Other/Ineligible Project Expenses:
Total budget $7,650
- Home preparation, insurance, administrative costs, catering, volunteer expenses

Table Rating (Scores 0-5 with 5 satisfying the qualifications best, exception Advertising 0-15)

Amount Requested	Advertising (15)	Festival / Event (5)	Bluffton Event (5)	Tourism Draw % (5)	Benefit to Tourism (5)	Self-Sufficiency % (5)	Total of 40 possible	Comments
$6,500	8	4	4	3	4	4	27	

Advertising: Of the requested funds, about 70% is anticipated to be spent on marketing the event. Advertising will include a digital marketing campaign via website, Facebook and Instagram as well as with the Chamber of Commerce. Digital ads will target the Savannah, Beaufort, HHI, greater South Carolina and Georgia markets. Flyers and print ads in local outlets The Island Packet, Sun City News, and Bluffton Today will be utilized.

Festival/Event: The one-day event will take place on Saturday, October 4, 2025.

Bluffton Event: The tour will be conducted at various homes located within Old Town Bluffton with a centralized starting point at The Heyward House.

Tourism Draw %: This is an inaugural event and therefore, no tourism statistics exist. However, approximately 300 attendees are expected.

Benefit to Tourism: The local economy will be stimulated by increasing foot traffic to shops, restaurants, galleries and lodging.

Self-Sufficiency % (Financial Need): The request is approximately 40% of the Historic Bluffton Foundation's projected event budget. Other revenue sources include sponsorships and registration fees.

Previous Funding Amounts						
Fiscal Year	**Requested Amount**	**% of Budget**	**Advisory Committee Recommendation**	**Town Council Approved**	**Expended**	**Comments**
n/a						

Accommodations Tax Committee Recommendations and Comments:

_____

The Committee recommends funding $_____ for _____.

TOWN OF BLUFFTON ATAX GRANT APPLICATION SCORING SHEET

Entity: **Historic Bluffton Foundation** Project: **Fall Tour of Homes** Project Type: **Event/Festival**

Scoring Category	Points Possible	Points Awarded
ADVERTISING	**15**	
Part 1: Five (5) points possible. Based on how much of the requested funds go toward advertising.		
0% of funds go toward advertising	**0 points**	
1% - 20% of funds go toward advertising	**1 point**	
21% - 40% of funds go toward advertising	**2 points**	
41% - 60% of funds go toward advertising	**3 points**	
61% - 80% of funds go toward advertising	**4 points**	
81% - 100% of funds go toward advertising	**5 points**	
Part 2: Ten (10) points possible. Based on <u>where</u> the advertising is placed.		
None of the funds go toward advertising	**0 points**	
Local newspapers/periodicals and electronic advertising (ex. Island Packet, The Bluffton Sun)	**2 points**	
Local guides/periodicals specifically geared toward tourists with a shelf life of more than 30 days	**4 points**	
Larger regional publications and electronic marketing within 100 miles (ex. Charleston or Savannah news outlets)	**6 points**	
Newspapers/periodicals/electronic marketing to large, metropolitan areas outside of 100 miles away (ex. Atlanta, Charlotte, Washington, D.C., Chicago)	**8 points**	
Nationally distributed newspapers/periodicals/electronic marketing (ex. USA Today, NY Times, Southern Living Magazine)	**10 points**	
TOURIST FACILITIES	**15**	
Higher point value given based on anticipated ratio of tourists to locals		
FESTIVAL/EVENT	**5**	
Higher point value given to requests for festivals or events		
Length of event/festival should be considered. Is it an all-day event versus a two-hour event? Multi-day event?		
BLUFFTON EVENT	**5**	
Higher point value given to events held within the town limits of Bluffton and/or spanning multiple locations		
TOURISM DRAW	**5**	
0% of attendees are tourists based on historical or projected information	**0 points**	
1% - 20% of attendees are tourists based on historical or projected info	**1 point**	
21% - 40% of attendees are tourists based on historical or projected info	**2 points**	
41% - 60% of attendees are tourists based on historical or projected info	**3 points**	
61% - 80% of attendees are tourists based on historical or projected info	**4 points**	
81% - 100% of attendees are tourists based on historical or projected info	**5 points**	
BENEFIT TO TOURISM (LOCAL ECONOMY)	**5**	
Higher point value given to events that encourage overnight stays and/or have local business participation		
SELF SUFFICIENCY	**5**	
100% of budget from ATAX request	**0 points**	
80% - 99% of budget from ATAX request	**1 point**	
60% - 79% of budget from ATAX request	**2 points**	
40% - 59% of budget from ATAX request	**3 points**	
20% - 39% of budget from ATAX request	**4 points**	
1% - 19% of budget from ATAX request	**5 points**	
MISCELLANEOUS	**10**	
Only use if applicant does not qualify as a festival/event		
Group Average Point Total (out of a possible 40 points)		
Group Average Percentage		

Grant Requests	Amount Requested	Advisory Committee Recommendation	Town Council Approved	Paid FY 2024	Paid FY 2025	Lapse FY2025	Remaining
Applications Received September 30, 2022							
Farmers Market of Bluffton	$ 50,500	$ 50,500	$ 50,500	$ 17,409		$ 16,140	$ (0)
May River Theatre, Inc.: Advertising for 2023 Season	38,715	38,715	38,715	11,918		2,610	(0)
Lowcountry Online Journalism Initiative: Bluffton Newcomers Guide	29,500	-	-				-
Town of Bluffton: Squire Pope Carriage House Restoration	457,026	457,026	457,026				-
Total Grants for 1st Quarter Payments	**$ 575,741**	**$ 546,241**	**$ 546,241**	**$ 29,327**	**$ -**	**$ 18,750**	**$ (0)**
Applications Received January 3, 2023							
Palmetto Bluff Conservancy: Duffy Boat Purchase	$ 35,000	$ 35,000	$ 35,000	$ -		$ 17,500	$ -
The Rotary Club of Bluffton: Mayfest Marketing & Transportation	15,000	15,000	15,000	6,734		8,266	(0)
Old Town Bluffton Merchants Society: Marketing	14,000	14,000	14,000	8,930			-
Total Grants for 2nd Quarter Payments	**$ 64,000**	**$ 64,000**	**$ 64,000**	**$ 15,664**	**$ -**	**$ 25,766**	**$ (0)**
Applications Received March 31, 2023							
Society of Bluffton Artists: 2023-2024 Marketing Plan	$ 15,000	$ 15,000	$ 15,000	$ 10,024		$ 598	$ (0)
Hilton Head Symphony Orchestra: 2023 Bluffton Concerts	48,628	48,628	48,628	40,497		$ 8,131	0
Historic Bluffton Foundation: Heyward House Annual Allocation	150,000	150,000	150,000	150,000			-
Bluffton MLK Observance Committee: 2023 Juneteenth Celebration	20,000	20,000	20,000			$ 6,428	1
BlacQuity SC: Roots and River Festival	28,135	11,000	11,000	11,000			-
Total Grants for 3rd Quarter Payments	**$ 261,763**	**$ 244,628**	**$ 244,628**	**$ 211,521**	**$ -**	**$ 15,157**	**$ 0**
Applications Received June 30, 2023							
Campbell Chapel	$ 200,000	$ 130,874	$ 127,000	$ -	$ 86,917		$ 40,083
Boys & Girls Club: Bike Bluffton 2023	21,650	21,650	21,650	19,855		$ 1,795	(0)
BlacQuity SC: Roots and River Festival (2nd request)	10,836	10,836	10,836	3,007		$ 7,829	0
Congregation Beth Yam: 2023 Hanukkah Celebration	6,000	6,000	6,000	1,995		$ 4,005	(0)
Coastal Conservation Association	10,000	10,000	10,000	8,972		$ 1,028	0
Bluffton Gullah Cultural Heritage Center	350,000	350,000	175,000	175,000	-		-
Arts & Seafood Festival	80,000	80,000	80,000	80,000			-
Total Grants for 4th Quarter Payments	**$ 678,486**	**$ 609,360**	**$ 430,486**	**$ 288,829**	**$ 86,917**	**$ 14,657**	**$ 40,082**
Applications Received October 2, 2023							
The New Bluffton Worship: Christmas Eve Under the Stars	$ 23,110	$ 15,280	$ 15,280	$ 9,070		$ 6,210	$ (0)
Gullah Traveling Theatre, Inc.: Gullah Kinfolk Come to Bluffton	18,791	-	-	-			-
HHI-Bluffton Chamber of Commerce: 2024 Official Bluffton Vacation Planner	45,000	-	-	-			-
May River Theatre: Advertising & Royalties for 2024 Season	39,801	39,801	39,801	22,688	$ 7,032	$ 10,082	(0)
Famer's Market of Bluffton: 2024 Expenses	55,300	55,300	55,300	15,710	16,650	22,940	(0)
Total Grants for 1st Quarter Collections	**$ 182,002**	**$ 110,381**	**$ 110,381**	**$ 47,468**	**$ 23,682**	**$ 39,232**	**$ (1)**
Applications Received January 2, 2024							
HHI-Bluffton Chamber of Commerce: 2024 Official Bluffton Vacation Planner	$ 45,000	$ 45,000	$ 45,000	$ 45,000			$ -
Gullah Traveling Theatre, Inc.: Gullah Kinfolk Come to Bluffton	26,841	9,750	9,750	-	$ 1,618		8,132
Old Town Bluffton Merchants Society: Marketing	28,500	28,500	28,500	-	$ 7,085		21,415
The Rotary Club of Bluffton: 2024 Mayfest Marketing & Transportation	15,000	25,000	25,000	-	18,198		6,802
Total Grants for 2nd Quarter Collections	**$ 115,341**	**$ 108,250**	**$ 108,250**	**$ 45,000**	**$ 26,901**	**$ -**	**$ 36,349**
Applications Received April 1, 2024							
Society of Bluffton Artists: 30th Anniversary	$ 20,000	$ 20,000	$ 20,000	$ 5,470	$ 13,271		$ 1,259
Hilton Head Symphony Orchestra: 2024 Bluffton Concerts	43,632	43,632	43,632	-	39,894		3,738
BlacQuity: 2024 River and Roots Festival	25,000	25,000	25,000	-	$ 22,733		2,267
MLK Observance Committee: 9th Annual Bluffton Juneteenth Festival Weekend	20,000	20,000	20,000	16,908			3,092
HBF: Heyward House Welcome Center Q1 Allocation	40,000	40,000	40,000	-	40,000		-
HBF: Luke Peeples Music Celebration	5,000	-	-	-			-
Total Grants for 3rd Quarter Collections	**$ 153,632**	**$ 148,632**	**$ 148,632**	**$ 22,378**	**$ 115,898**	**$ -**	**$ 10,356**
Applications Received July 1, 2024							
HBF: Heyward House Welcome Center Q2 Allocation	$ 40,000	$ 40,000	$ 40,000	$ -	$ 40,000		$ -
HBF: Luke Peeples Music Celebration	5,000	3,200	3,200	-	1,551		1,649
Historic Bluffton Arts & Seafood Festival: 2024 Arts & Seafood	80,000	80,000	80,000	-	80,000		-
Coastal Conservation Association: 2024 Conservation Weekend in Bluffton	10,000	10,000	10,000	-	9,259		741
Boys & Girls Club of the Lowcountry: 2024 Bike Bluffton	23,500	23,500	23,500	-	14,850		8,650
Total Grants for 4th Quarter Collections	**$ 158,500**	**$ 156,700**	**$ 156,700**	**$ -**	**$ 145,660**	**$ -**	**$ 11,040**
Applications Received October 4, 2024							
Farmer's Market of Bluffton: 2025 Expenses	$ 55,300	$ 55,300	$ 55,300	$ -	$ 13,157		$ 42,143
The New Bluffton Worship: 2024 Christmas Eve Under the Stars	28,810	25,100	25,100	-	$ 11,359		13,741
Society of Bluffton Artists: Partial CY2025 Expenses - Marketing	27,000	27,000	27,000	-	$ 16,426		10,574
Congregation Beth Yam: 2024 Hanukkah Celebration	2,980	2,830	2,830	-	$ 1,000		1,830
Historic Bluffton Foundation: Heyward House Museum Operations - Q3 FY2025	40,000	40,000	20,000	-	$ 20,000		-
May River Theatre: 2025 Performance Season Advertising & Royalties	42,826	42,826	42,826	-	31,657		11,169
Total Grants for 1st Quarter Collections	**$ 196,916**	**$ 193,056**	**$ 173,056**	**$ -**	**$ 93,598**	**$ -**	**$ 79,458**
Applications Received December 31, 2024							
The Rotary Club of Bluffton: 2025 Mayfest Marketing & Transportation	$ 24,000	$ 24,000	$ 24,000	$ -			$ 24,000
Total Grants for 2nd Quarter Collections	**$ 24,000**	**$ 24,000**	**$ 24,000**	**$ -**	**$ -**	**$ -**	**$ 24,000**
Applications Received March 31, 2025							
Michael C. Riley High School Alumni Association: Project Face-Lift	$ 20,000	$ -	$ -	$ -	$ -	$ -	$ -
Hilton Head Symphony Orchestra: 2025 Bluffton Concerts	48,781	48,781	48,781	-	-	-	48,781
Historic Bluffton Foundation: FY2026 Heyward House Museum Operations	50,000	50,000	50,000	-	-	-	50,000
Town of Bluffton: Sarah Riley Hooks Cottage Restoration	257,304	257,304	257,304	-	-	-	257,304
BlacQuity SC: Roots & Rivers Festival 2025	27,000	27,000	27,000	-	-	-	27,000
The Bluffton MLK Observance Committee: 10th Annual Bluffton Juneteenth Festival	23,000	23,000	23,000	-	-	-	23,000
Total Grants for 3rd Quarter Collections	**$ 426,085**	**$ 406,085**	**$ 406,085**	**$ -**	**$ -**	**$ -**	**$ 406,085**
Total Grants	**$ 2,836,466**	**$ 2,611,333**	**$ 2,412,459**	**$ 660,188**	**$ 492,657**	**$ 113,562**	**$ 607,368**

Recommendation of Motions

1. "I make a motion to grant the Michael C. Riley School Alumni Association $20,000 in support of the Phase III of the MC Riley Commemorative Garden and Wall refurbishing project."

2. "I make a motion to grant the Coastal Conservation Association $10,000 in support of the Celebrating Conservation Weekend 2025."

3. "I make a motion to grant the Society of Bluffton Artists $40,000 in support of the Getting the Word Out Project for fiscal year 2026."

4. "I make a motion to grant Historic Bluffton Arts & Seafood Festival, Inc. $80,000 in support of the 2025 Arts & Seafood Festival."

5. "I make a motion to grant Campbell Chapel Community Development Ministry $109,000 is support of Phase 3 of the restoration and rehabilitation of the Historic Campbell Chapel project."

6. "I make a motion to grant Campbell Chapel AME Church $10,000 in support of the 162nd South Carolina Conference of the AME Church."

7. "I make a motion to grant Historic Bluffton Foundation $6,500 in support of the 2025 Fall Tour of Homes."

TOWN COUNCIL

STAFF REPORT
Public Services Department

MEETING DATE:	September 9, 2025
PROJECT:	Approval to Authorize the Purchase of a Streetsweeper from AMICK Equipment for Required MS4 Good Housekeeping (Fiscal Impact - $228,027.50)
PROJECT MANAGER:	Larry Beckler, Director of Public Services

REQUEST: Town Staff requests Town Council authorize the Town Manager to approve the purchase of a TYMCO 435 Streetsweeper in accordance with AMICK Equipment Contract # 26-10-0422 (Attachment 1).

The total fiscal impact is $228,027.50 and is within the approved budget limit for Fiscal Year (FY) 2026.

BACKGROUND: As part of the Town of Bluffton's MS4 Good Housekeeping Program, the Town is required to develop and implement pollution prevention measures that reduce the discharge of pollutants in stormwater during municipal operation and maintenance activities. These activities include pavement and rights-of-way maintenance.

Street sweeping is recognized as one of the most effective methods for reducing stormwater pollution within MS4 systems. By removing pollutants such as sediment, debris, and trash from roadways, street sweeping prevents these materials from entering storm drains and ultimately polluting local waterways. In addition to improving water quality, street sweeping enhances the aesthetics of municipal roadways, controls dust and reduces the frequency and cost of catch basin cleaning.

Furthermore, street sweeping is one of the most cost-effective strategies for removing nutrients like phosphorus and nitrogen, as well as overall particulate matter. Research has shown that the cost per pound of pollutant removed through street sweeping is more than six times lower than that of catch basin cleaning, making it an economically sound practice.

Consistent, scheduled street cleaning is a recognized best practice in infrastructure maintenance. Regular removal of debris and sediment reduces wear and tear on road surfaces, helping to extend their lifespan. This proactive approach to maintenance lowers long-term costs by minimizing infrastructure degradation, while also supporting both environmental and financial sustainability.

Due to the significant growth the Town of Bluffton has experienced in recent years, the existing streetsweeper, originally designed primarily for parking lot use, is no longer sufficient to maintain the expanded road network. The TYMCO 435 offers a compact yet powerful solution, capable of servicing a variety of road types, from residential streets to small arterials. The acquisition of the TYMCO 435 Streetsweeper will significantly enhance capabilities in performance, efficiency and environmental stewardship, ensuring the Public Services Department can effectively support the Town's growing roadway network.

The Town's existing streetsweeper will remain in the fleet. Following receipt of the TYMCO 435, the Public Services Department will convert the existing streetsweeper into a grounds crew maintenance vehicle by removing the sweeping system and installing a stake bed truck body. The truck will then be utilized for transporting large shipments of pine straw and plant material to various locations throughout the Town.

NEXT STEPS:

- Procurement of TYMCO 435 Streetsweeper per Contract #26-10-0422 (Attachment 1) by Public Services Department
- Upon delivery of the TYMCO 435 streetsweeper, the Public Services Department will implement a routine street-sweeping schedule in compliance with the Town's MS4 Good Housekeeping Program.
- Following receipt of the TYMCO 435, the Public Services Department will convert the Town's existing streetsweeper into a grounds crew maintenance truck by removing the sweeping system.

SUMMARY: The purchase of the TYMCO 435 Streetsweeper was allotted for in the FY 2026 Watershed Management Division Budget (Attachment 2) and was already approved by Town Council. It is supportive of the following guiding principles of the Town:

- Infrastructure Guiding Principal #1. Establish routine industry best practice maintenance guidelines to monitor the efficiency and operability of current below and above grade infrastructure and facilities
- Infrastructure Guiding Principal #2. Identify programs, technologies or resources to complement current operational practices that ensure the sustainability of existing infrastructure and facilities.
- May River & Surrounding Rivers and Watersheds Guiding Principal #4. Support active planning and management for resilience of natural resources and our response to weather events, future disasters and changing environmental conditions. Consistent with these Guiding Principles, Staff is requesting Town Council to authorize the purchase of the TYMCO 435 Streetsweeper from AMICK equipment.

ATTACHMENTS:

1. AMICK Equipment Contract # 26-10-0422
2. Proposed Motion

AMICK EQUIPMENT
Refuse Collection and Street Equipment

For NCSA Contract Pu
Please send P.O. to Amick & NCSA including:
Contract #, Spec #, Contact Info, & Fed. Tax ID #
NCSA: kmitman@ncsheriffs.net
LINK: NCSA Terms & Conditions

CONTRACT #
26-10-0422
ITEM #
2214

END USER: BLUFFTON
LARRY BECKLER
EQUIPMENT INSTALL LOCATION: TYMCO - WACO, TX

Description **Contract Price**

MODEL: **TYMCO 435**
SIZE: **4 YD**
PAINT: WHITE
WARRANTY: TYMCO: 1 YR SWEEPER, 2 YR SKIDS. AUX. ENGINE: SEE MFG. WARRANTY FOR DETAILS.

STANDARD EQUIPMENT INCLUDED

AUXILIARY ENGINE: KUBOTA V2403-CR-TE48 FINAL TIER-4 TURBO CHARGED DIESEL 4 CYL; 148.5 CID; 56 HP @ 2100 RPM; TORQUE 140 FT LB. @ 2100 RPM.
FUEL WATER SEPARATOR
DONALDSON POWERCORE AIR FILTER WITH PRECLEANER.
AUXILIARY ENGINE PROTECTION SYSTEM. DERATE OR SHUTDOWN WHEN ENGINE PROBLEM IS DETECTED SUCH AS HIGH COOLANT TEMPERATURE OR LOW OIL PRESSURE.

ABRASION PROTECTION PACKAGE. BOLT-IN REPLACEABLE RUBBER OR POLY LINERS TO PROTECT AREAS PRONE TO ABRASION IN SANDY APPLICATIONS. INCLUDES SUCTION INLET LINER, DUST SEPARATOR LINER, BLOWER HOUSING LINER; PICK-UP HEAD SUCTION NOZZLE LINER AND PRESSURE WEAR PADS; HEAVY DUTY PRESSURE AND SUCTION HOSES.

BLUE LOGIC CONTROL SYSTEM. SEE BLUELOGIC BROCHURE FOR COMPLETE DETAILS. MULTIPLEXED ELECTRICAL SYSTEM INCLUDES HARDWARE AND TYMCO DESIGNED SOFTWARE THAT INTEGRATES THE IN-CAB CONTROLS TO THE AUXILIARY ENGINE AND ALL SWEEPER FUNCTIONS, INCLUDING ADDITIONAL SAFETY FEATURES. THE BLUELOGIC CONTROL SYSTEM PROVIDES SWEEPER AND AUXILIARY ENGINE DATA TO THE OPERATOR THROUGH THE TOUCHSCREEN DISPLAY AND INTERACTIVE MULTICOLOR SWITCHES.

FEEDBACK INCLUDES HOUR METERS (TRIP AND TOTAL) FOR THE AUXILIARY ENGINE, PICKUP HEAD, BLOWER, GUTTER BROOMS AND WATER PUMP IF APPLICABLE.
SWEEPER ODOMETER RECORDS CURB MILES SWEPT & SWEEPING HOURS.
SERVICE REMINDERS, CUSTOM REMINDERS, OVERSPEED WARNING, LOW WATER AUDIBLE ALARM, DUST CONTROL SYSTEM WINTERIZATION GUIDE.
ON-BOARD DIAGNOSTICS (OBD) FOR THE AUXILIARY ENGINE & SWEEPER.
DUST SEPARATOR CLEANOUT PLUG EXTENSION HANDLE.
HOPPER SAFETY PROP.
HOPPER INSPECTION DOOR.
HOPPER DRIP EDGE EXTENSION.
HYDRAULIC SYSTEM FILTER RESTRICTION INDICATOR
HYDRAULIC TANK SIGHT/TEMPERATURE GAUGE
LEFT GUTTER BROOM, FLOODLIGHT, PARABOLIC MIRROR
435 GULLWING LOCKABLE STORAGE COMPARTMENT. A MODULAR DESIGN MULTI-CHAMBER COMPARTMENT WITH A COMBINED 55 CU.FT. OF PROTECTED STORAGE CAPACITY, ACCESSIBLE FROM LEFT OR RIGHT HAND SIDE THROUGH LARGE GULL WING DOORS; AUXILIARY ENGINE AND BLOWER AREA ACCESSED THROUGH SWING AWAY SIDE ACCESS PANELS.
REAR LOCKABLE STORAGE COMPARTMENTS (2) - 26 CU. FT. TOTAL CAPACITY.
PRESSURE BLEEDER. DEFLECTS HIGH-PRESSURE AIRFLOW OUT, INCREASING SUCTION ACROSS FRONT OF PICK-UP HEAD.
BACK-UP ALARM
DUO SKIDS. CARBIDE INSERT PICKUP HEAD SKIDS ARE WARRANTED FOR 2 YRS. / 2000 HRS.

REAR BUMPER PADS.
REAR MOUNTED OVAL DESIGN ALTERNATING/FLASHING WARNING LIGHTS (2) LED.
REAR MOUNTED WORKLIGHT (1).
REVERSE PICK-UP HEAD PROTECTION SYSTEM.
RUBBER COATED BLOWER WHEEL.
HOPPER DOOR OPENING DIMENSION 77-1/4"X 70" SCREEN LIFTS WITH DOOR.

OPTIONAL UPGRADES AND ACCESSORIES INCLUDED

AUXILIARY ENGINE IN-CAB AIR FILTER RESTRICTION INDICATOR W/ GAUGE
AUXILIARY HYDRAULIC SYSTEM
GUTTER BROOM; TWIN; LED FLOODLIGHTS & PARABOLIC MIRRORS
GUTTER BROOM TILT ADJUSTER, RIGHT
GUTTER BROOM TILT ADJUSTER, LEFT
ADDITIONAL GUTTER BROOM WATER NOZZLE, RIGHT
ADDITIONAL GUTTER BROOM WATER NOZZLE, LEFT
ADDITIONAL HOPPER WATER NOZZLE
HI/LOW PRESSURE WASH DOWN SYSTEM
HYDRANT WRENCH
SHOP AIR PURGE
DUMP SWITCH IN CAB
HOPPER "UP " ALARM
AUTO SWEEP ASSIST (ASA)
LINEAR ACTUATOR W/GAUGE - PRESSURE BLEEDER
PICK UP HEAD CURTAIN LIFTER
PICK UP HEAD PRESSURE INLET WATER INJECTION SYSTEM
REMOVEABLE FRONT CURTAIN SET
SHKID BUMPER EXTENSION SET (3")
STAINLESS STEEL HOPPER
STAINLESS STEEL AUXILIARY HAND HOSE
STAINLESS STEEL DUST SEPERATOR
CURBVIEW CAMERA SYSTEM: RIGHT SIDE GUTTER BROOM VIEW
PICK UP HEAD CAMERA
AUTOMATED WATER SYSTEM
REMOTE GREASE ZERK - SEPERATOR INNER BEARING
HOPPER VIBRATOR

DEALER SERVICES INCLUDED

FREIGHT TO AMICK EQUIPMENT
BODY PRE-DELIVERY INSPECTION
AECI MOBILE ON-SITE WARRANTY PKG., 12 MO.
ON-SITE TRAINING - PROVIDED BY REQUEST

DELIVERY OPTION INCLUDED:

AECI DELIVERS TO END USER.

COMMENTS:

Pricing Disclaimer: Due to recent tariff announcements, steel prices and foreign components are expected to increase noticably. This may result in retroactive price increases and surcharges on ordered equipment. Amick Equipment will absorb these increases when possible but may pass them along as announced by each of the manufacturer. We appreciate your understanding during this volatile period.

Subtotal:	$	235,968.00
Contract Discount - Options / Accessories:	$	(2,463.00)
Additional Discount:	$	(6,000.00)
Subtotal:	$	227,505.00

Chassis Description

MODEL:	**2024 ISUZU NQR**
GVWR:	17950 LBS
ENG & TRAN:	ISUZU DIESEL, 4HK1-TC / AISIN 6-SP A/T - A465
PAINT:	WHITE
VIN:	902109
COMMENTS:	SEE CHASSIS SPECIFICATIONS FOR COMPLETE DETAILS.
	FIRE EXTINGUISHER
	HAZARD REFLECTORS
	LED AMBER STROBES FRONT BUMPER
	LED AMBER TRAFFIC DIRECTING LIGHT REAR MOUNTED
	PARABOLIC MIRROR 12" (2)
	BATTERY DISCONNECT

Unit Subtotal:	$	227,505.00
Tax - Motor Vehicle (SC IMF / NC HUT):	$	522.50
Unit Purchase Price:	$	228,027.50

Payment Terms: MUNI & CHASSIS DEALERS: NET 15
* C.O.D Discount Available
* Late Fee: 1%

Completion ETA: 8/15/25 Scheduled Completion Date

Note: ETAs are based on schedule at time of quote and are subject to change.

Chassis Dealers: Please include floorplan in chassis pricing,

QUOTED BY: Dave Hull

DATE: 6/27/2025

VALID UNTIL: *Demo Unit, Subject to Sale.*

ORDER ACCEPTANCE

SIGNATURE **DATE**

ADDITIONAL OPTIONS: Prices shown in "additional options available" section are not included in the "Total" price and do not include taxes.
TAXES: Unless itemized above, prices do not include local, state or federal taxes.
MOTOR VEHICLE TAXES: AECI no longer collects SC "IMF" or NC "Highway Use Tax". Either the chassis dealer or the DMV will collect motor vehicle tax/fees when registering vehicle.
PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due within 30 Days of invoice.
TITLEWORK / MCO: Allow 5-10 business days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).
QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECI makes every effort to give as much notice as possible in such instances.
DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.
WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AECI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.
CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.
CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of Prime % APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.
COOPERATIVE PURCHASING CONTRACTS: Cooperative purchasing contract such as NCSA, Sourcewell, etc. are a tool which satisfies the competitive bidding requirements for some municipalities. Amick Equipment (or its Body Manufacturer) are approved vendors on several contracts, authorized to offer awarded equipment according to each contract's terms and conditions. If a contract award included both body and chassis, then that contract clearly satisfies the bidding requirements for both body and chassis. Some of Amick's contracts were awarded for the body portion only. Upon request, Amick may offer a compatible chassis from another qualified contract holder or may offer a non-contract option.. Unless explicitly stated, customers shall not assume that any of the equipment quoted are being offered under a purchasing contract. It is up the purchaser to determine whether purchasing any items - both explicitly listed on the contract or not, are permitted by

TYMCO® REGENERATIVE AIR SWEEPERS

435® AIR SWEEPER

GENERAL SPECIFICATIONS



MODEL 435® MID-SIZE REGENERATIVE® AIR SWEEPER

DIESEL AUXILIARY ENGINE / DIESEL CABOVER CHASSIS

SWEEPER AUXILIARY ENGINE

Engine ..... Kubota V2403-CR-TE4B FT4, 4 cyl.
Displacement..... 148.5 in³ (2.4 L)
Power ..... 56 hp (41.7 kW) @ 2100 RPM
Net torque..... 140 lb-ft (190 Nm) @ 2100 RPM
Air cleaner ..... Heavy duty, w/pre-cleaner
Oil filter ..... Spin on, full flow
Cooling ..... Liquid
Diesel fuel supplied from chassis fuel tank
Fuel tank capacity..... 30 gal (113 L)
Auxiliary engine protection system
Fuel/water separator with separate fuel filter
Fuel filters..... 10 µm primary, 5 µm secondary

BLOWER, RUBBER COATED

Aluminum alloy, high volume, open face turbine
Bearings ..... (2) Anti-friction
Housing ..... Steel w/abrasion resistant, replaceable liner
Drive ..... Heavy duty power band

DUST SEPARATOR, RUBBER LINED

Type..... Cyclonic, multipass, centrifugal separation
Cylindrical area..... 20 x 22.5 in (51 x 57 cm)
Location..... Adjacent to hopper
Particulate removal achieved through 22.5 in (57 cm) skimmer slot into skimmer hood
Inspection/cleanout port

HOPPER

Capacity (volumetric)..... 4.0 yd³ (3.06 m³)
Capacity (useable)..... 3.1 yd³ (2.37 m³)
Construction ..... Welded steel plate
Dump door opening..... 77.25 x 70 in (196 x 178 cm)
Insection door..... (1) Right side of hopper ..... 8.5 x 8.5 in (21.5 x 21.5 cm)
Dump method..... Hydraulic tilt
Dump direction ..... Rear
Dump floor angle ..... 37°
Dump height ..... 72 in (183 cm)
Dump clearance height..... 154 in (391 cm)
Dump door hydraulically opened/closed
Hopper screen lifts with door for easy cleaning
Abrasion protection package

STORAGE COMPARTMENTS

Front ..... 55 ft³ (1.5 m³) capacity
Rear (2) ..... 13.3 ft³ (0.38 m³) (ea.) capacity

PICK-UP HEAD

Type..... Dual chamber
Width (inside dimension)..... 78 in (198 cm)
Pick-up head area ..... 2028 in² (1.31 m²)
Suspension ..... 4 springs, 2 drag links
Skids..... DUO-SKID®, long life carbide
Suction hose diameter..... 12 in (30.5 cm)
Pressure hose diameter ..... 12 in (30.5 cm)
Pressure bleeder..... Cable operated
Reverse pick-up head system

GUTTER BROOM, LEFT, Patented

Drive ..... Constant speed non-reversible hydraulic motor
Adjustment..... Adjustable for down pressure, pattern and wear
Down pressure ..... Automatic
Flexibility..... Integral anti-damage "swing away" relief valve
Broom..... Steel wire vertical digger 36 in (91 cm)
Floodlight..... LED
Parabolic mirror ..... 10.5 in (26.67 cm) dia.

HYDRAULIC SYSTEM

Operates gutter broom(s), dump door and pick-up head
Drive ..... Gear driven from auxiliary engine
Flow rate..... 5 GPM (18.925 LPM)
Reservoir ..... 13.5 gal (51.1 L) w/80 mesh suction strainer, sight/temperature gauge, oil cooler
Filter..... 10 micron in-line
Hydraulic oil..... Extended life 10W ISO 46
Cooler..... Air to oil

DUST CONTROL SYSTEM

Water spray nozzles for dust suppression
Pump ..... Electric diaphragm
Reservoir ..... Polyethylene, 150 gal (567.7 L)
Filter..... 80 mesh in-line
Low water shut-off ..... Safety shut-off with audible and visual indicator in cab
Spray nozzles..... At gutter broom(s) and inside hopper
Fire hydrant and garden hose connections
Hydrant fill hose..... 20 ft (6 m)

CONTROL SYSTEM

BlueLogic® Control System
Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features and on-board diagnostics (OBD) for the auxiliary engine and sweeper through the BlueLogic display.

BlueLogic Display
Pedestal mounted touchscreen display provides sweeper and auxiliary engine data and includes hour meters (trip and total) for the auxiliary engine, gutter broom(s), pick-up head, blower, and water pump; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide, and OBD.

Interior Components
Pressure bleeder control, BlueLogic display, auxiliary fuse panel, illuminated control switches: pick-up head, gutter broom(s), auxiliary engine RPM, dust control water system nozzles, safety lights

Exterior Controls
Dump switch, BlueLogic Control Module (BCM)

SAFETY/WARNING DEVICES

Alternating LED rear flashers (2)
Rear view camera system
Back-up alarm
Hopper safety prop

OPTIONAL EQUIPMENT

Auto Sweep Interrupt (ASI)
Auxiliary hand hose 6 in (15 cm) dia.
Auxiliary hydraulic system
Camera/monitor systems:
  Additional camera view - pick-up head
  CurbView camera system
COMDEX package ..... Up to 145 gal (549 L)
  Requires Isuzu 132.5 in wheelbase
Gutter broom(s) ..... (right or twin)
Gutter broom tilt adjuster(s) (left, right, or twin)
Gutter broom variable speed
Gutter broom drop-down
  Requires Isuzu 150 in wheelbase
High output water system
Hi/Low washdown system
Hopper drain system
Hopper deluge system
Light bar, cab mounted, LED
Linear actuator - pressure bleeder with gauge
Low emissions package (required for South Coast AQMD Rule 1186)
Magnet, front bumper mounted, light duty
Pick-up head curtain lifter
Shop air purge, dust control system
Sound Reduction Engineering (SRE®)
Stainless steel (non-magnetic) options:
  Hopper:
    Hopper weldment
    Hopper door
    Hopper screen
    Inspection door
    Skimmer hood
    Suction inlet tube
  Blower housing
  Dust separator
  Hopper drain
  Hopper inspection door
  Hopper screen
  Auxiliary hand hose hardware
Paint color (other than TYMCO standard white)

Special options are available. Contact your local dealer or TYMCO.

CABOVER CHASSIS AVAILABLE

Isuzu NQR Diesel - 150 in wheelbase (WB)
Isuzu NQR Diesel- 132.5 in WB (COMDEX)
Isuzu NPR-XD Diesel - 132.5 in WB (COMDEX)

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Photos may contain optional equipment. Specifications subject to change without notice.

Superior Training from TYMCO

We want you to understand the Regenerative Air System and your TYMCO sweeper completely, so you can get optimal performance from your equipment investment. That's why, for more than twenty-five years, we've offered two-day scheduled training schools at our facility in Waco, Texas. Owners, managers, operators and mechanics get hands-on training and answers to specific questions. Enrollment levels are kept low, so you and your team will get personal attention as well as the opportunity to learn from the experiences of other attendees through the interaction of the class.



Model 600 Illustration

When your operators and mechanics are thoroughly trained and knowledgeable about the TYMCO sweeper, you get better performance and a lower cost per operating hour.

- TYMCO offers full two-day schools
- Choose from over 30 schools scheduled per year
- Yearly class schedules and class agendas are available
- Learn through demonstrations on an operational sweeper
- Special schools arranged for large groups
- Register to attend on our web site

Specifically designed for training, our 3500 square foot, temperature controlled facility provides ample space for demonstrations on an operational sweeper and systems components. We also provide daily ground transportation from the hotel to our training facility, and lunch is on us.



Convenient Dealer Service Centers

In over 50 U.S. locations and dozens of others worldwide, you receive on-the-spot parts and service from TYMCO's exclusive network of dealers.

This product is protected by numerous U.S. and Foreign Patents.

Specifications subject to change without notice.



MODEL HSP®
High Speed Performance for Airport Runways



MODEL 600®
Standard Cab



MODEL 500x®
High Side Dump



MODEL 600®
Cabover

TYMCO®
REGENERATIVE AIR SWEEPERS
www.tymco.com
1-800-258-9626



MODEL DST-4®
Dustless Sweeping Technology



MODEL DST-6®
Dustless Sweeping Technology



MODEL 210®
Cabover

TYMCO REGENERATIVE AIR SWEEPERS are AQMD Rule 1186 Certified PM_{10}-Efficient

Sweeper chassis models may change without notice.

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Please Recycle

TYMCO®
REGENERATIVE AIR SWEEPERS

Model 435®

MADE IN WACO, TEXAS USA

THE STATE OF THE ART - FROM THE PEOPLE WHO INVENTED REGENERATIVE AIR SWEEPING!

DESIGNED with both the CONTRACTOR and MUNICIPALITY in MIND, the TYMCO Model 435® gives you . . .

- **Superior Performance**
- **Maneuverability**
- **Operability**
- **Ease of Maintenance**
- **TYMCO Reliability**

All with our proven...

TYMCO REGENERATIVE AIR DESIGN

STANDARD FEATURES:

- Large 4.0 cubic yard, heavy duty, steel hopper increases sweeping time.
- 72 inch dump height enables dumping into various size containers.
- Patented centrifugal dust separator keeps the fines and dust inside the hopper without exhausting air back into the atmosphere. There are no filters or baffles to clean or replace.
- Streamlined side panels help reduce noise and swing open for easy access to auxiliary engine.
- Heavy duty Isuzu 17,950 lb. GVW chassis. (Can be equipped with optional dual steering for right curb-side view)
- Front and rear locking storage areas give you a combined 80 cubic foot of protected space.
- Large hydraulically operated dump door allows for easy discharge and cleaning.
- Patented TYMCO gutter broom with floodlight and parabolic mirror.
- Time tested, heavy duty 78 inch inside width / 82 inch outside width, pick-up head.
- Inside the cab, illuminated sweeper controls.
- Turbo charged auxiliary engine.
- 150 gallon water capacity.





Extra large door allows for easy dumping and cleaning.



Locking side panels swing away for easy access to auxiliary engine.



Sweeper Control Panel illuminates for easy night vision.

Sweeper photographs may contain optional equipment - Consult your dealer for more information

TYMCO Regenerative Air Cleans Deeper™

Attachment 3
Proposed Motion

Approval to Authorize the Purchase of a Streetsweeper from AMICK Equipment for Required MS4 Good Housekeeping (Fiscal Impact - $228,027.50)

Proposed Motion

*"I move to **approve** authorizing the Town Manager to execute the purchase of a streetsweeper from AMICK Equipment for a fiscal impact of $228,027.50 in accordance with contract #26-10-0422."*

TOWN COUNCIL

STAFF REPORT
Executive Department

MEETING DATE:	September 9, 2025
PROJECT:	Consideration of An Ordinance Authorizing an Economic Development Incentive Agreement between the Town of Bluffton and Spartina 449, LLC – First Reading
PROJECT MANAGER:	David Nelems, DRCI, Director of Special Projects

REQUEST:

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

BACKGROUND:

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

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

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

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

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

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

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

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

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

DISCUSSION:

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SOUTH CAROLINA, AS FOLLOWS:

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

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

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

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON SECOND READING.

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

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

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

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

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

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

spartina 449
Daufuskie Island, SC

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

Town of Bluffton
20 Bridge Street
Bluffton, SC 29909

Dear Town of Bluffton,

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

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

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

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

Warm regards,

Jordan Olson
CFO at Spartina 449, LLC

Project Profile Worksheet

Project Information

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

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

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

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

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

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

Estimated Net New Jobs at New Facility

Jobs are full time employees of the Company

Employment Category	By the end of the First Year of Operation 2026		By the end of the Second Year of Operation 2027		By the end of the Third Year of Operation 2028		By the end of the Fourth Year of Operation 2029		By the end of the Fifth Year of Operation 2030			
	New Full Time Jobs Created	Avg Hourly Wage	New Full Time Jobs Created	Avg Hourly Wage	New Full Time Jobs Created	Avg Hourly Wage	New Full Time Jobs Created	Avg Hourly Wage	New Full Time Jobs Created	Avg Hourly Wage		
Managerial		$ -		$ -		$ -	1	$ 86.54		$ -		
Professional		$ -	1	$ 38.46		$ -		$ -	1	$ 38.46		
Technical	1	$ 48.08		$ -		$ -	1	$ 57.69		$ -		
Sales		$ -	1	$ 38.46	1	$ 38.46	1	$ 38.46	1	$ 38.46		
Clerical		$ -		$ -	1	$ 28.85		$ -	1	$ 28.85		
Craftsman (skilled)		$ -	1	$ 40.87		$ -		$ -	1	$ 40.87		
Operators (semi-skilled)		$ -		$ -		$ -		$ -		$ -		
Laborers (unskilled)		$ -		$ -		$ -		$ -		$ -		
Service	1	$ 24.04		$ -	1	$ 24.04		$ -		$ -		
		$ -		$ -		$ -		$ -		$ -	Total New Jobs to SC	Average Wage
		$ -		$ -		$ -		$ -		$ -		
		$ -		$ -		$ -		$ -		$ -		
New Job Creation to Date and Avg. Weekly Wage	2	$ 36.06	3	$ 39.26	3	$ 30.45	3	$ 60.90	4	$ 36.66	15	$ 40.71

Estimated Jobs Relocated to New Facility (Not included above)

Jobs are full time employees of the Company

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

Estimated Utility Requirements (or increase if expansion):	
Water	Yes
Sewer	Yes
Electric	Yes
Gas	TBD

Use of Port?	Yes, primarily SAV

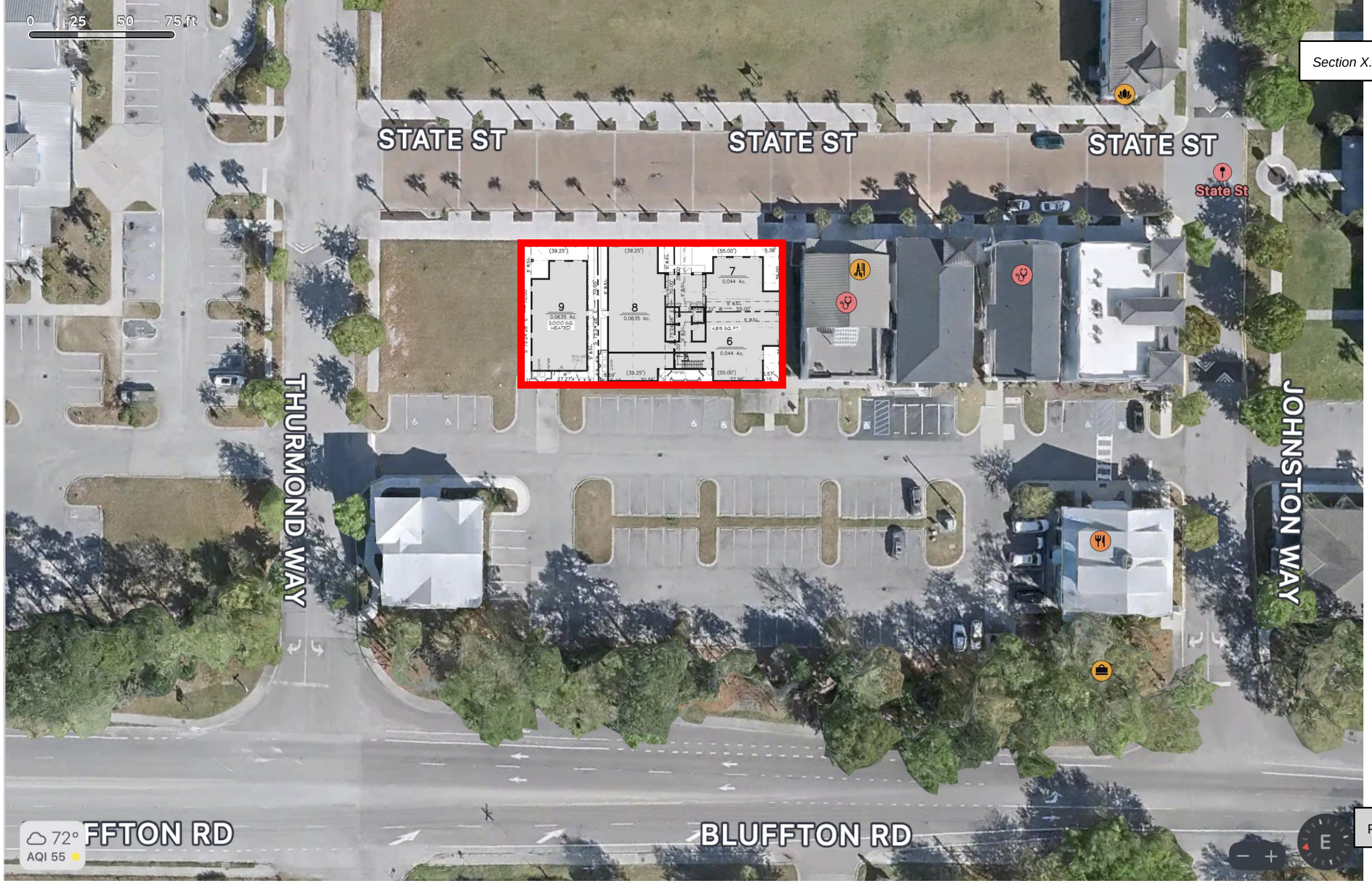
Estimated Business Activities:	
Annual Materials Purchased for Operations:	$27,000,000
Annual Number of Visitors to the Facility:	30
Avg Visitors Length of Stay:	4

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

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

Briefly describe the financing structure for this project.

Currently, there are two financing options for this project. Option 1 is to fully self-fund the project and allocate a large part of overall CAPEX budget to the project. This option will temporarily stem the company's growth pattern, but should be realigned starting in 2027, depending on the market. Option 2 is to apply a bank loan to fund 80% of the project as a note payable over a floating or locked rate term. This option is still in exploration and details are premature.


0 25 50 75 ft
STATE ST
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THURMOND WAY
JOHNSTON WAY
BLUFFTON RD
BLUFFTON RD
72°
AQI 55
9
0.0635 Ac.
3,000 SQ. FEET
8
0.0635 Ac.
7
0.044 Ac.
6
0.044 Ac.
4,818 SQ. FT.



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

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



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

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

pdg parkerdesigngroup
ARCHITECTS
843.757.5777 | 1C GUTTING BLVD

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

REVISIONS	DATE

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

Recommended Motion

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

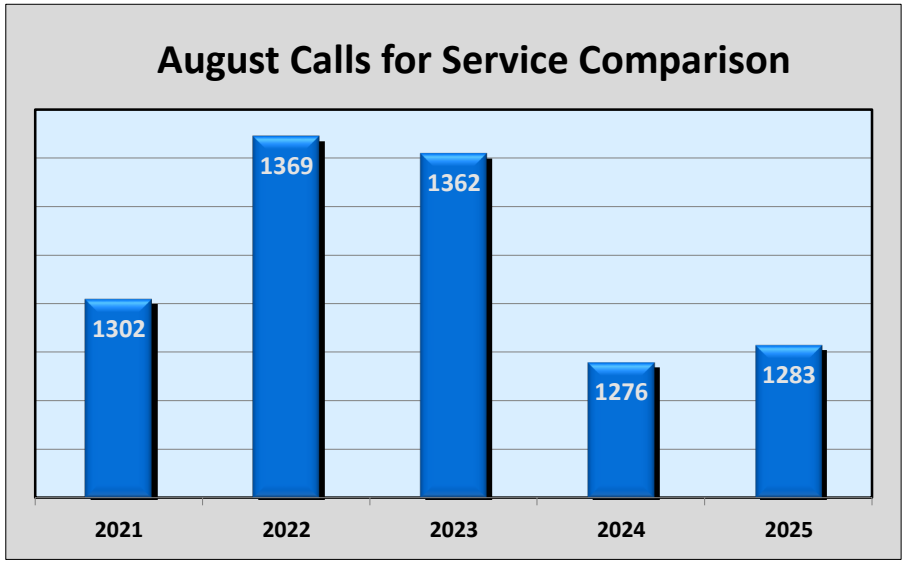
“I make a motion to approve second and final reading of an Ordinance Authorizing an Economic Development Grant Incentive Agreement between the Town of Bluffton and Spartina 449, LLC of 14,100 square feet of Corporate Headquarters located at 142, 144 and 148 State Street”

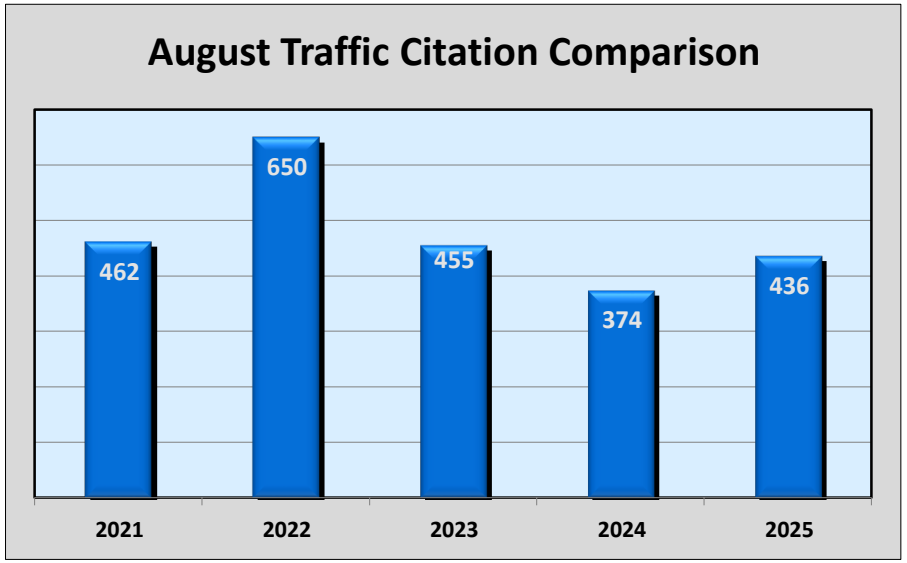
STATISTICAL INFORMATION

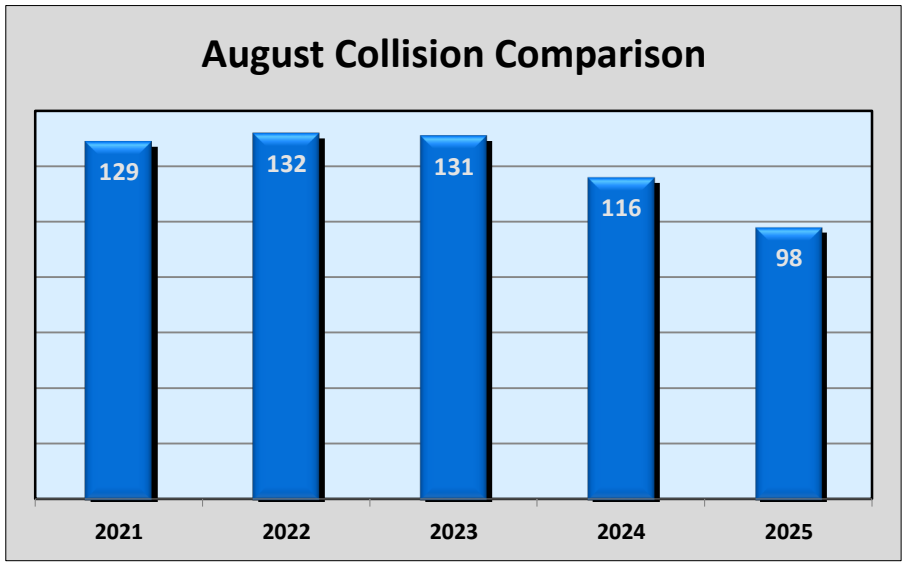
BLUFFTON POLICE DEPARTMENT

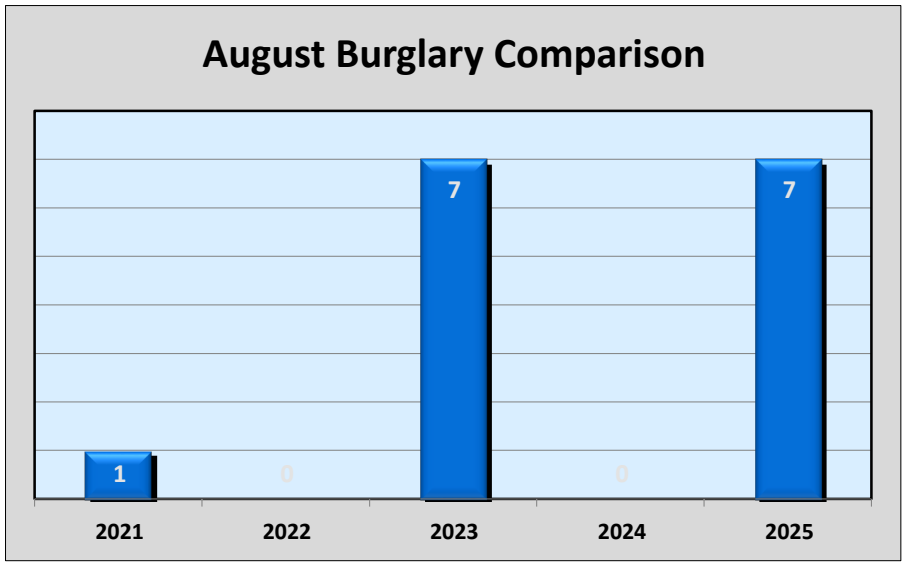
August 31, 2025

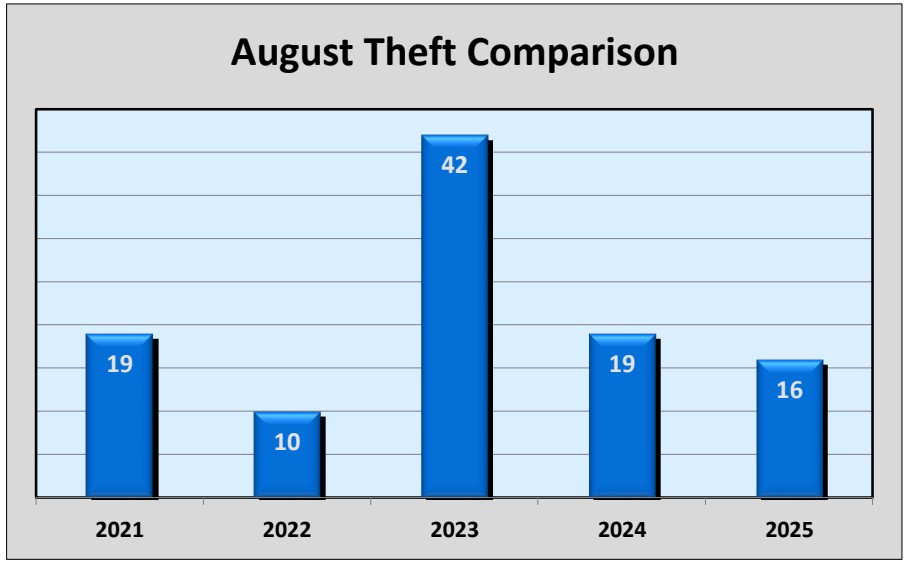
Presented by Chief Joseph Babkiewicz

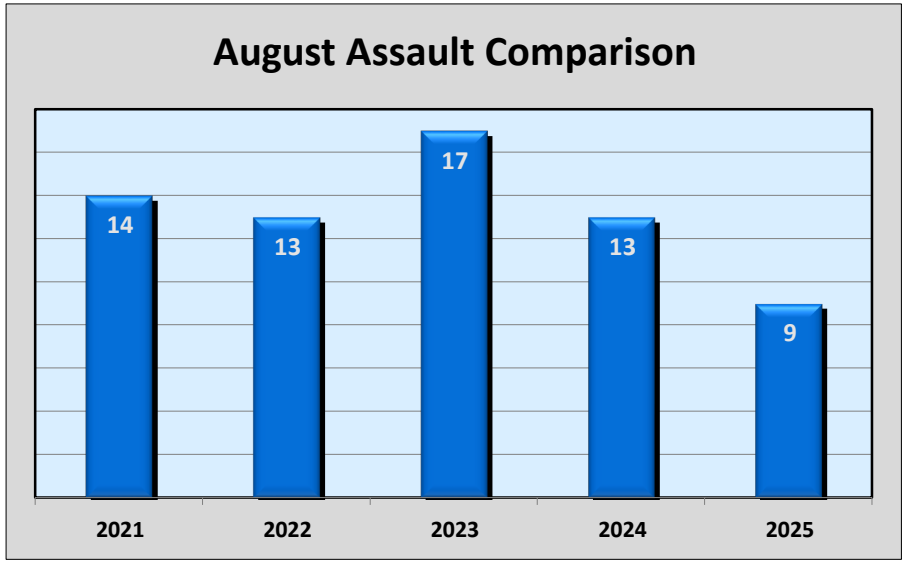

August Calls for Service Comparison
1302
1369
1362
1276
1283
2021
2022
2023
2024
2025

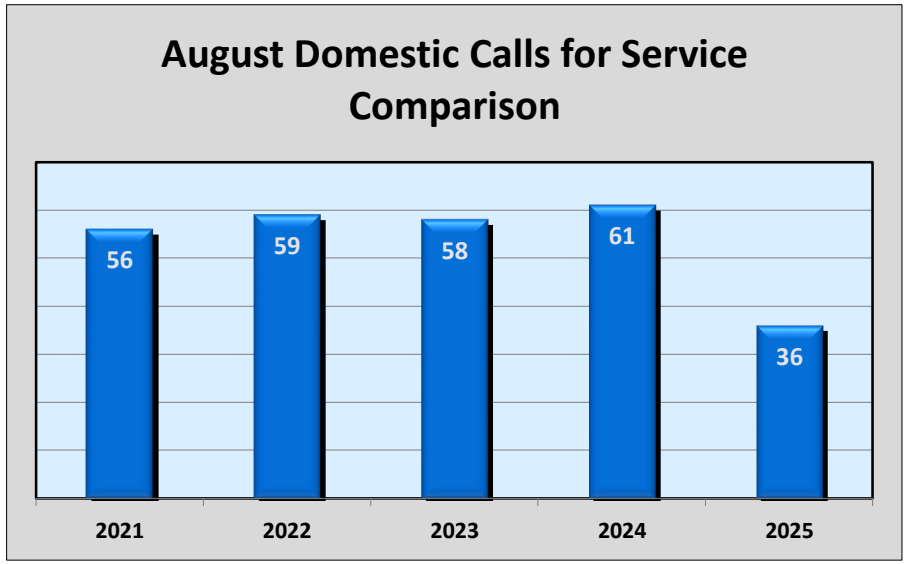

August Traffic Citation Comparison
462
650
455
374
436
2021
2022
2023
2024
2025

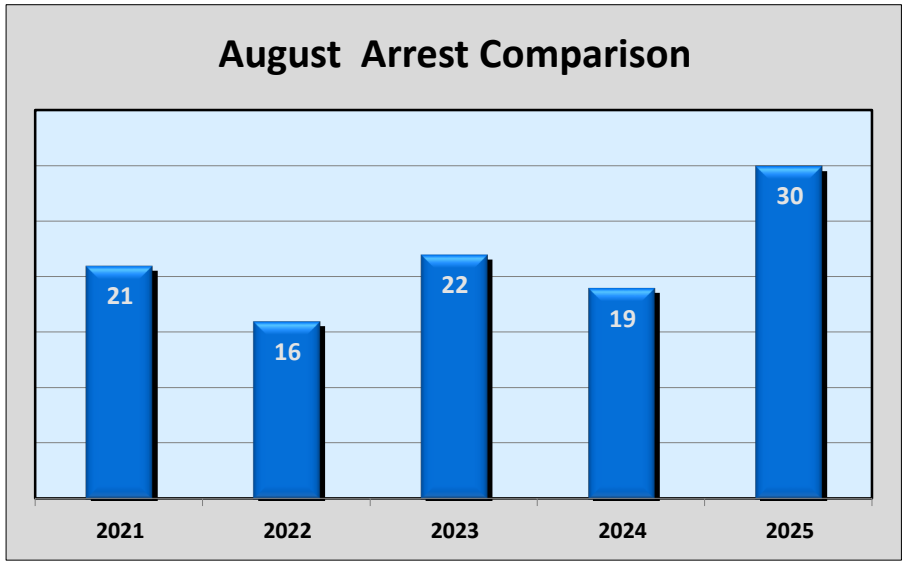

August Collision Comparison
129
132
131
116
98
2021
2022
2023
2024
2025


August Burglary Comparison
1
0
7
0
7
2021
2022
2023
2024
2025


August Theft Comparison
19
10
42
19
16
2021
2022
2023
2024
2025


August Assault Comparison
14
13
17
13
9
2021
2022
2023
2024
2025

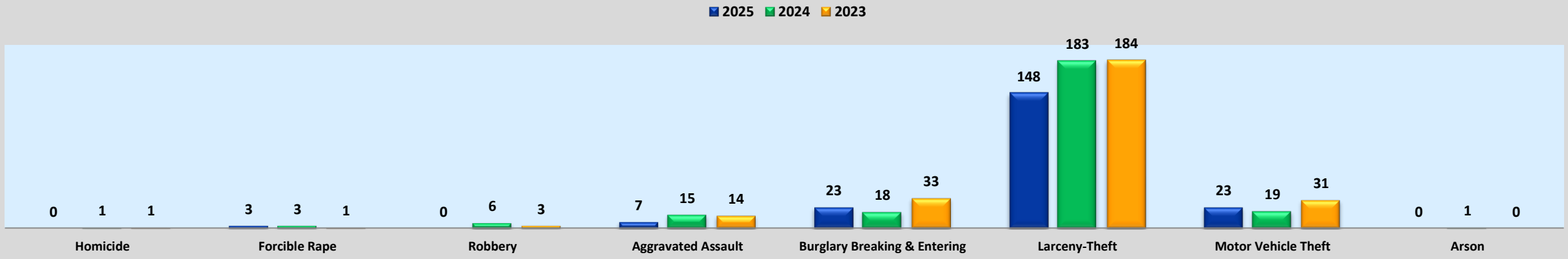

August Domestic Calls for Service Comparison
56
59
58
61
36
2021
2022
2023
2024
2025


August Arrest Comparison
21
16
22
19
30
2021
2022
2023
2024
2025

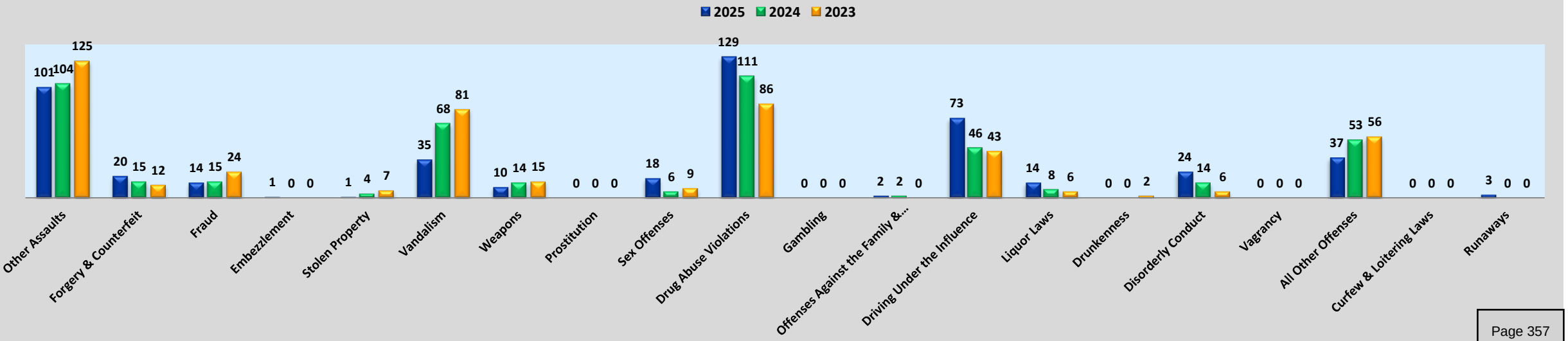
DEPARTMENT HIGHLIGHTS

Year-to-Date
August

Part I Crimes

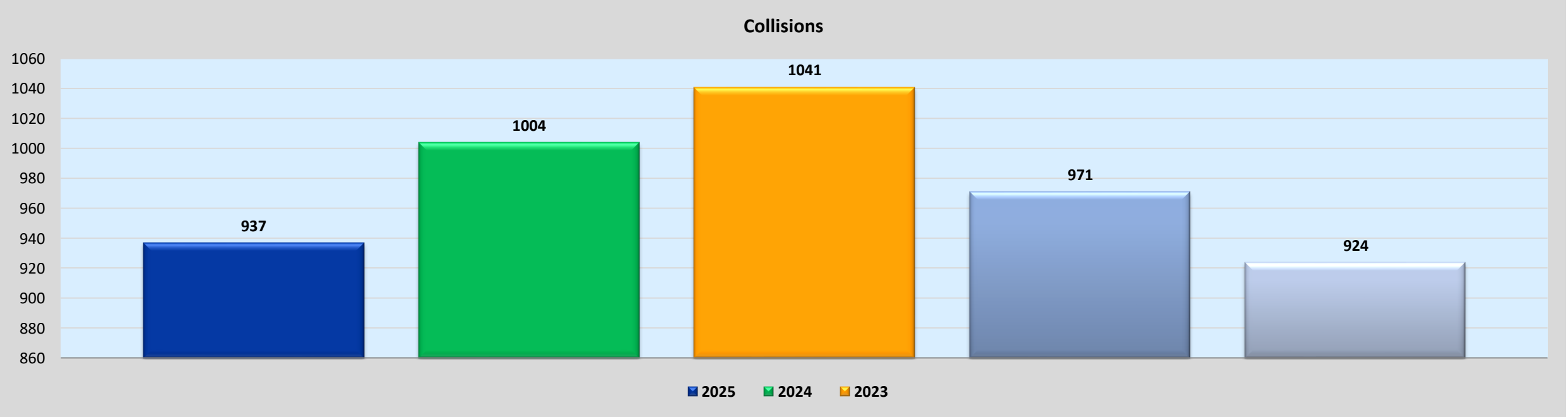


Part II Crimes



DEPARTMENT HIGHLIGHTS

Year-to-Date
August





Law Enforcement Advisory Committee

- Officer of the Quarter
- Technology purchases and upgrades
    - Urban SDK
    - Cell Phone Extraction software
    - Digital Fingerprinting
- Collisions/Enforcement
- New “Hands Free” law

Meetings Attended by Chief Joseph Babkiewicz

Every Wednesday – Senior Staff Communications Meeting
Every Friday – Men's Meeting @ Bible Missionary Baptist Church

Aug 1st – Attend LATS Policy Meeting
Aug 2nd – Attend Back to School Fun Day @ Oscar Frazier
Aug 4th – Attend UrbanSDK Training
Aug 5th – Attend Applicant PAT testing
Aug 5th – Attend Ribbon Cutting Celebration @ Sunshine Playhouse
Aug 6th – Blessing Box meeting
Aug 6th – Attend End of Phase meeting – Recruit Collins
Aug 7th – Attend Enterprise Fleet Meeting
Aug 8th – Attend Grand Opening and Ribbon Cutting for OsteoStrong
Aug 11th – Attend CIP meeting
Aug 11th – Ivybrook Traffic meeting
Aug 11th – Retention/Morale meeting
Aug 11th – FTO Meeting
Aug 19th – Meeting with Mayor and Town Manager
Aug 19th – Attend Ribbon Cutting Celebration for Adakon Energy
Aug 21st – Attend Applicant PAT testing
Aug 21st – Command Staff meeting
Aug 22nd – Attend Applicant PAT testing
Aug 22nd – Meeting with Citizen

Meetings Attended by Chief Joseph Babkiewicz cont.

Aug 25th – August Wellness meeting
Aug 25th – CIP meeting
Aug 25th – Attend UrbanSDK Teams meeting
Aug 25th – Police Promotion(s) Ceremony
Aug 26th – Attend Applicant PAT testing
Aug 26th – US 278 Traffic Enforcement meeting
Aug 26th – Attend Town Council Workshop – Golf Carts
Aug 27th – Meeting with Town Manager
Aug 28th – Attend Mandatory Supervisor FMLA Training
Aug 28th – Attend Grand Opening and Ribbon Cutting Celebration for Wine Time Artisan Kitchen
Aug 31st – Grand Opening/Ribbon Cutting Ceremony @ Ma Daisy's Porch

Commendations -	**None**
Complaints -	**None**

Police Department Demographics as of August 31, 2025

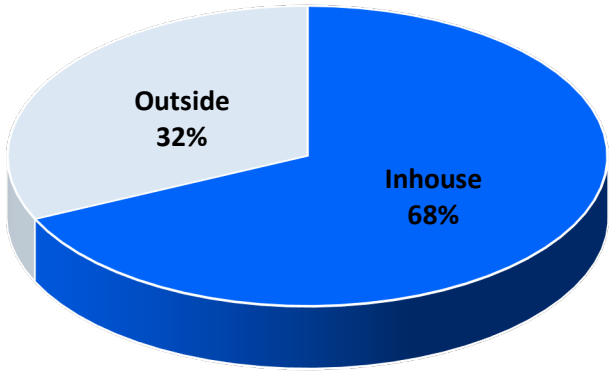
DEPARTMENT	Black	Hispanic	Other	White	Grand Total
Female	2	3	1	17	23
Male	8	5	3	39	55
Grand Total	**10**	**8**	**4**	**56**	**78**

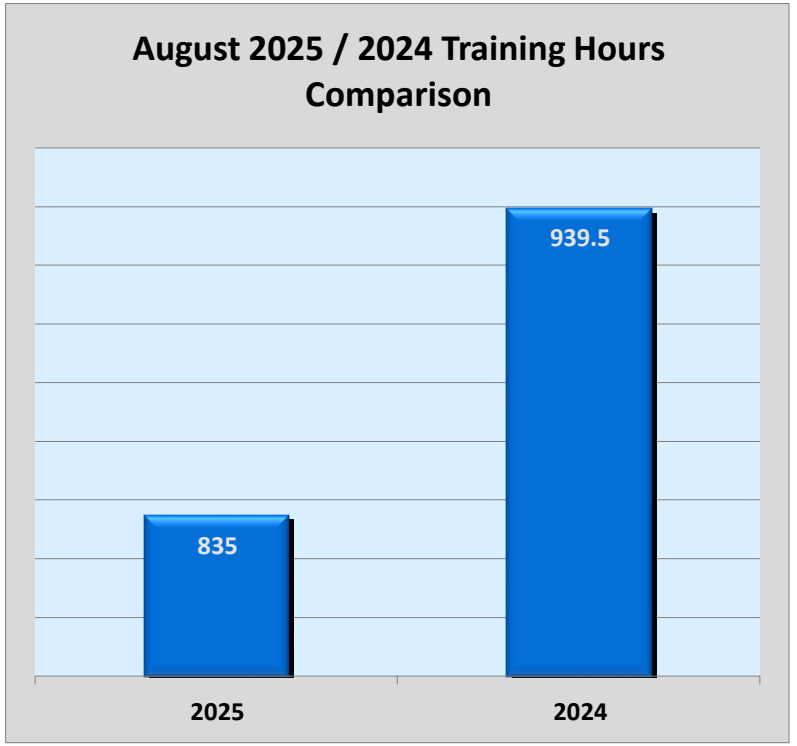
SWORN OFFICERS	Black	Hispanic	Other	White	Grand Total
Female	1	1		9	11
Male	7	5	3	35	50
Grand Total	**8**	**6**	**3**	**44**	**61**

August
Officer Training

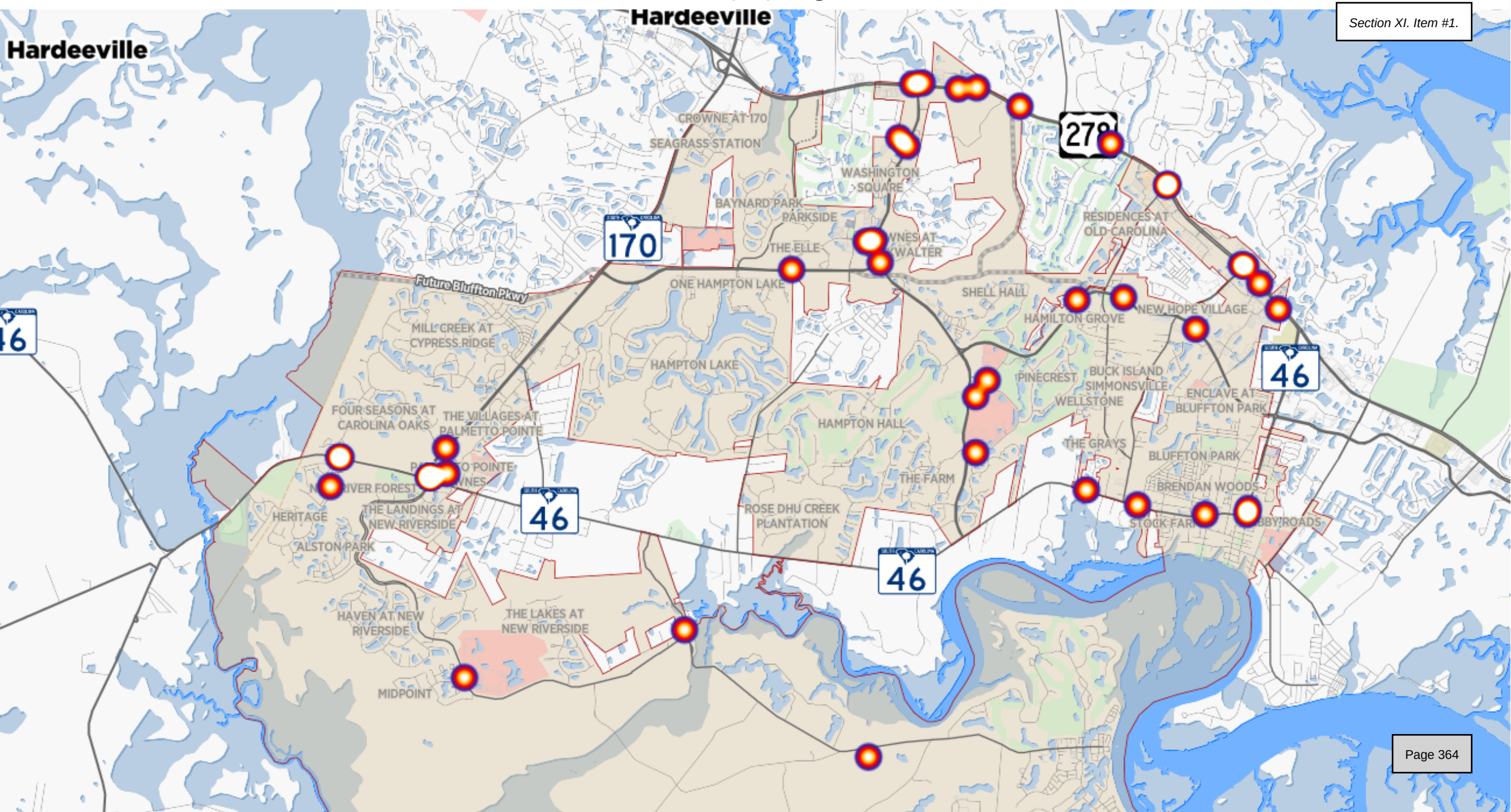
In-House
DMT Operator Recertification - 2 Officers
DUI/SFST Recertification - 2 Officers
Line-Up 2025 July-August - 6 Officers
Line-Up 2025 May-June - 1 Officer
Officer Liability - 5 Officers
Pre-Academy - 3 Recruits
Racial Profiling - 5 Officers
Red Dot Optics Pistol Training - 10 Officers
Respond to Line of Duty Death - 1 Officer
Studio - Medical Admittance or Denial - 7 Officers
Studio - Police/Dog Encounters - 17 Officers

Outside
Defensive Tactics Instructor - 1 Officer
SC CJA Basic LE - 2 Recruits

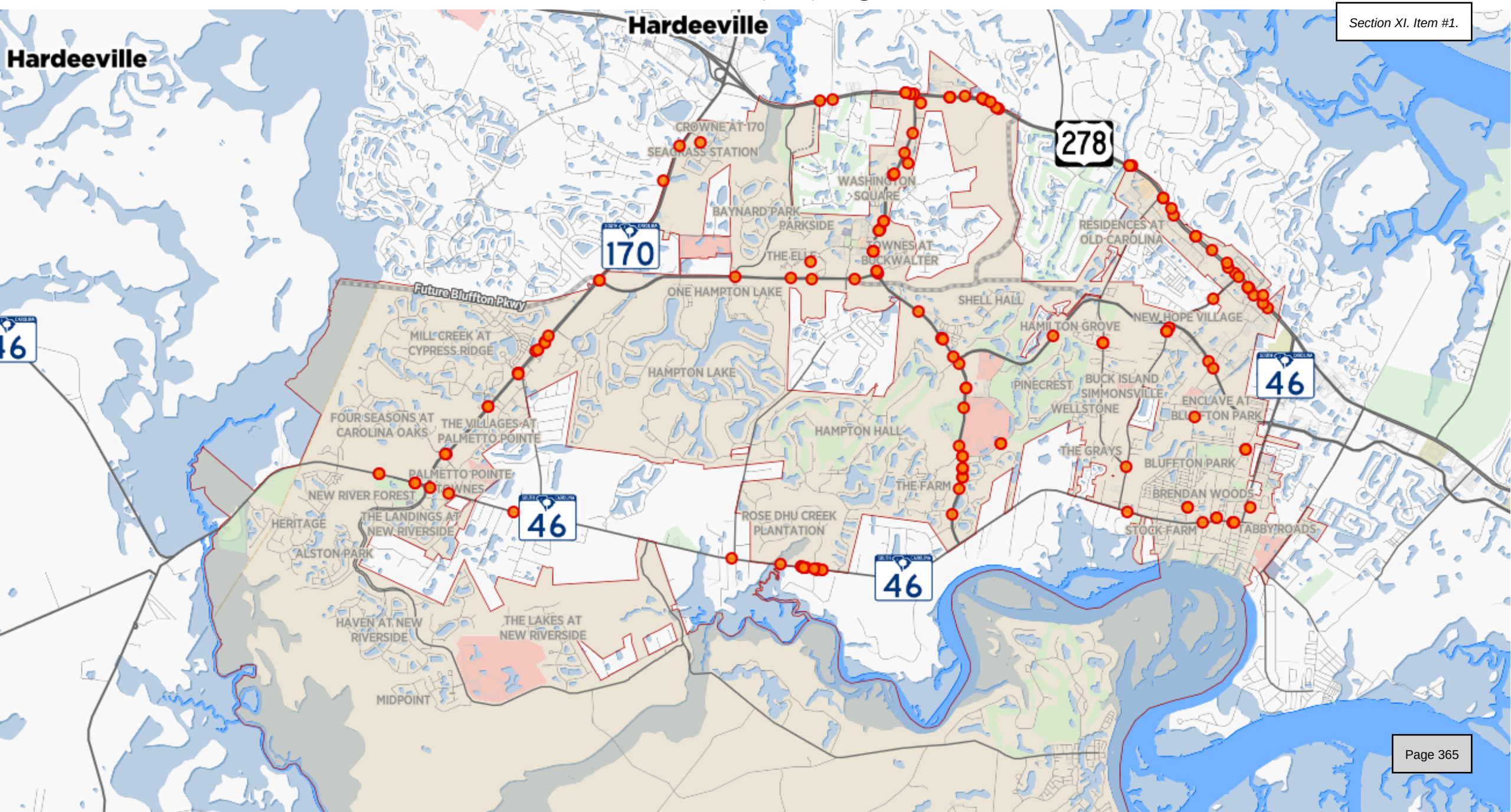




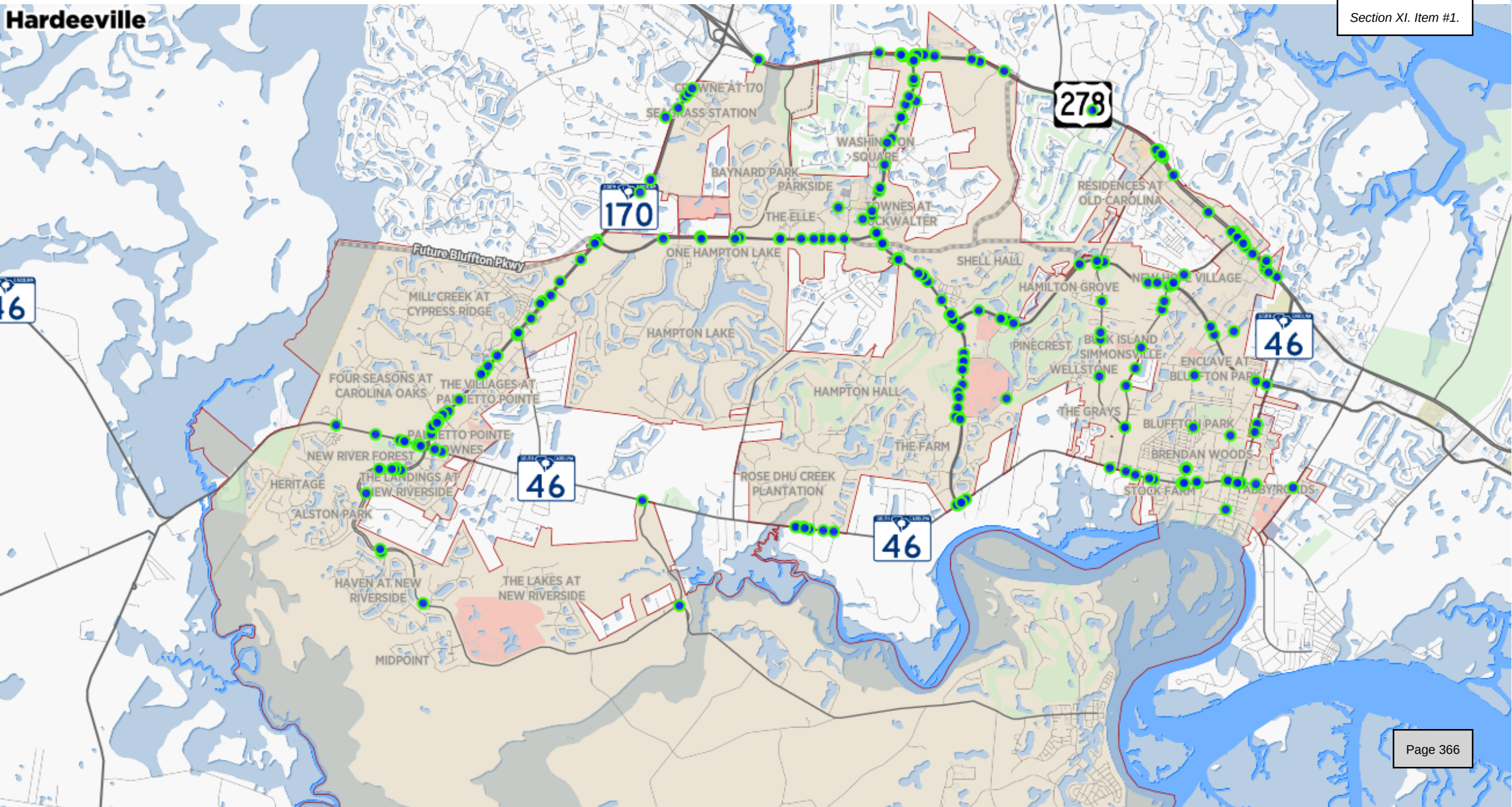
COLLISIONS (98) August 2025



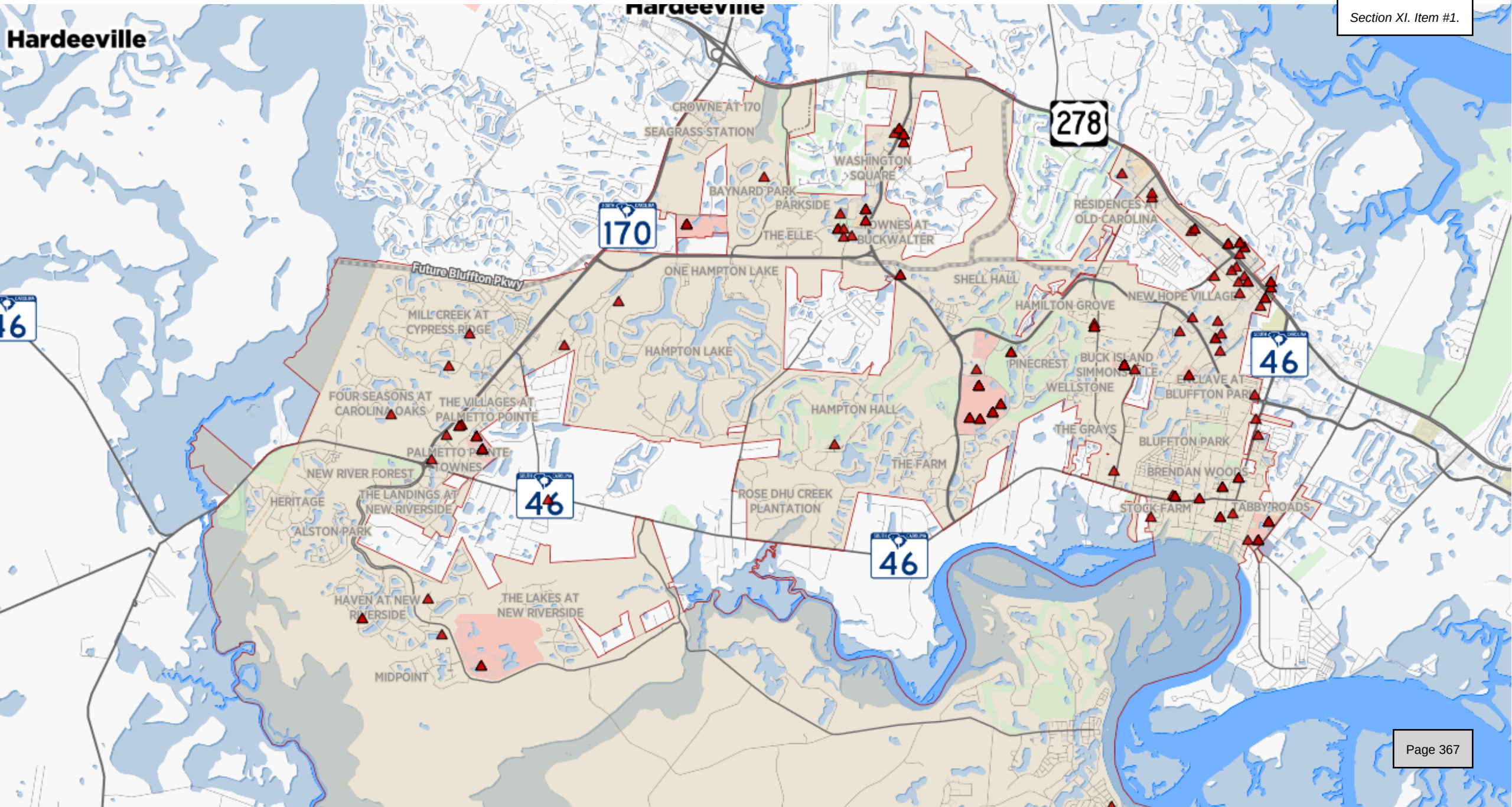
CITATIONS ISSUED (150) August 2025



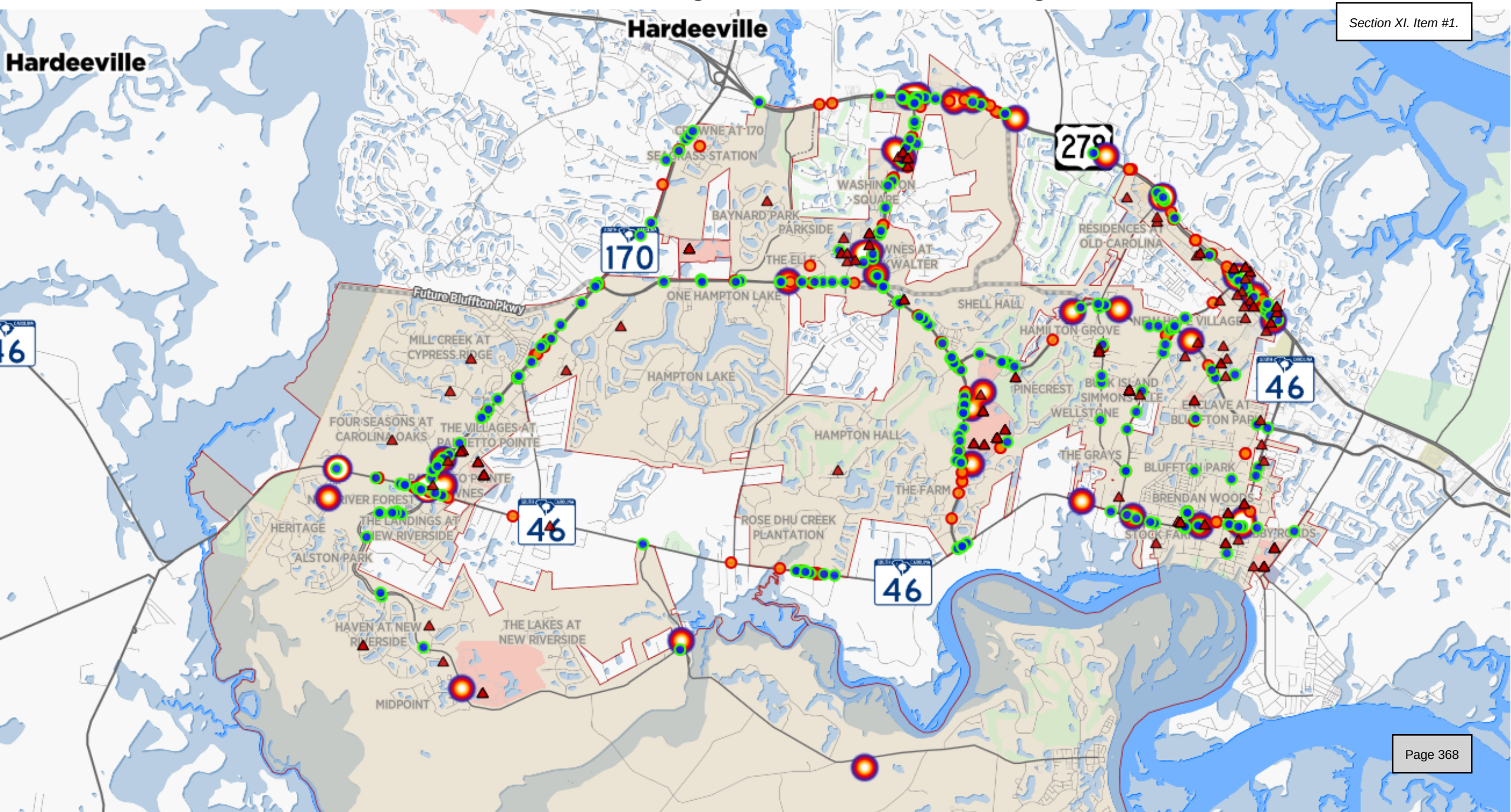
WARNINGS ISSUED (286) August 2025



#1 CALL TYPE – Activated Alarms (224) August 2025



Collisions, Citations, Warnings and Activated Alarms – August 2025



CALLS FOR SERVICE TOP 10 CALL TYPES	
Activated Alarm	224
Case Follow Up	120
911 Hang-Up	117
Disturbance	110
Accident	63
Reckless Drving	52
Assist Motorist	33
Fraud/Scam	31
Domestic	29
Susp Vehicle	27

PRO-ACTIVE PATROLS	
Extra Patrol - Business	718
Traffic Stops	353
Extra Patrol - Residence	256
Traffic Enforcement	3

TOTAL CALLS FOR SERVICE: 1201

AVERAGE PER DAY: 46

UNIFORM TRAFFIC CITATIONS TOP 10 VIOLATIONS	
Speeding; more than 15 but less than 25 mph over speed limit	19
Operating Vehicle while license/registration expired	17
Driving Under Suspension	15
Possession of 28g (1oz) or less of Marijuana	10
Failure to Return License Plate and Registration upon Loss of Insurance	10
Driving without a License	16
Failure to Maintain Proof of Insurance	7
Permitting or Operating Vehicle which is not registered or licensed	5
Open Container of Beer or Wine in Motor Vehicle	5

TOTAL CITATIONS ISSUED: 150

AVERAGE PER DAY: 6

UNIFORM TRAFFIC WARNINGS TOP 10 VIOLATIONS	
Speeding	78
Defective Equipment	55
Vehicle License Violation	31
Improper Lane Use	18
Disregarding Stop Sign	17
Disregarding Traffic Signal	12
Drievers License Violation	11
Changing Lanes Unlawfully	11
Improper Turn	10
Improper Lights	5

TOTAL WARNINGS ISSUED: 286

AVERAGE PER DAY: 11

CRIMINAL INVESTIGATIONS	
Cases Assigned	24
Incident Reports	2
Supplemental Reports	70
Cases Closed	24
Arrests Made	0
Arrest Warrants	2
Bond Court	5
Case Call Outs	7
Search Warrants	2
Prelims/Grand Jury	1

Case Call Outs:

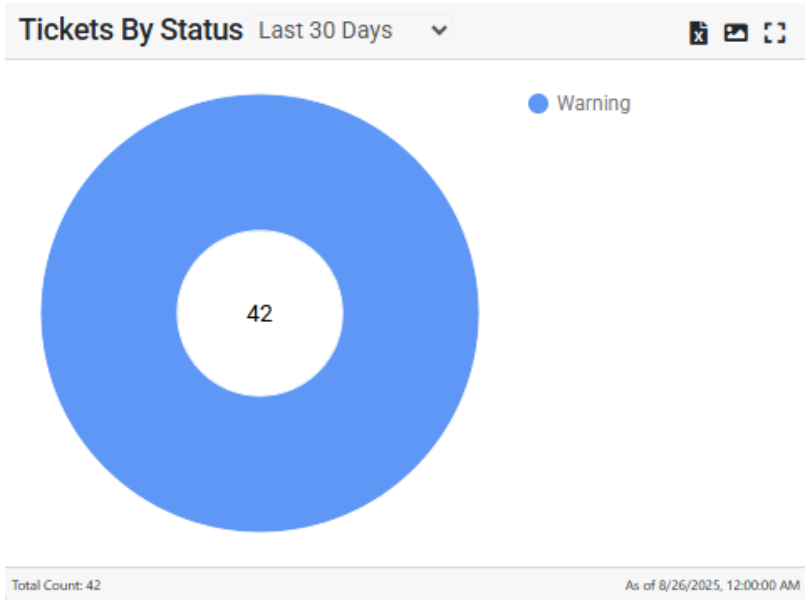
1. 25BP521403 – Gun Shot Wound
2. 25BP21356 – Burglary
3. 25BP21357 – Burglary
4. 25BP19615 – Collision Fatality

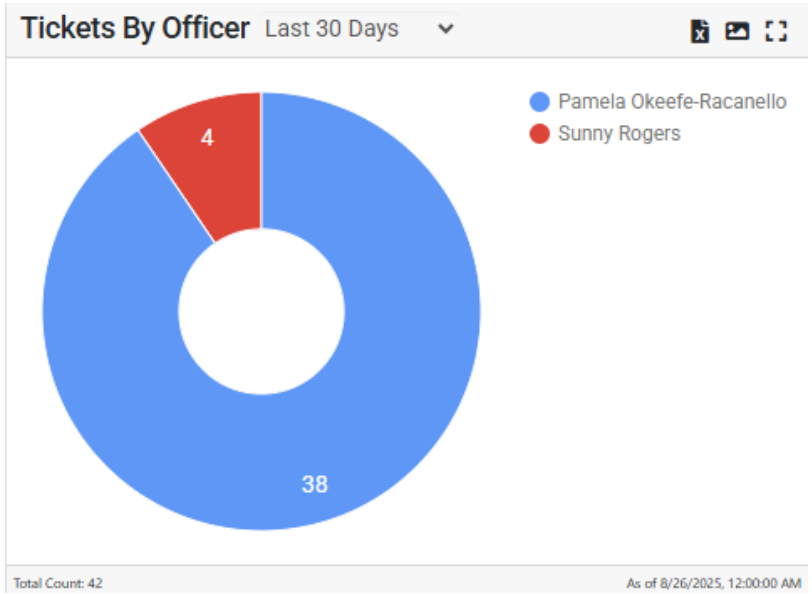
Mental Health Advocate:

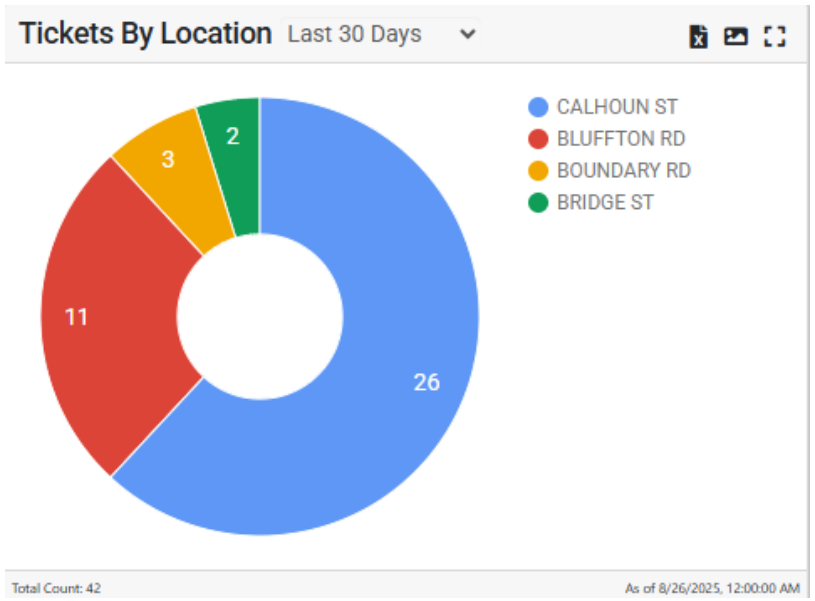
CIT: 4
Referrals - 13
Follow Ups - 42
Supplemental Reports - 32

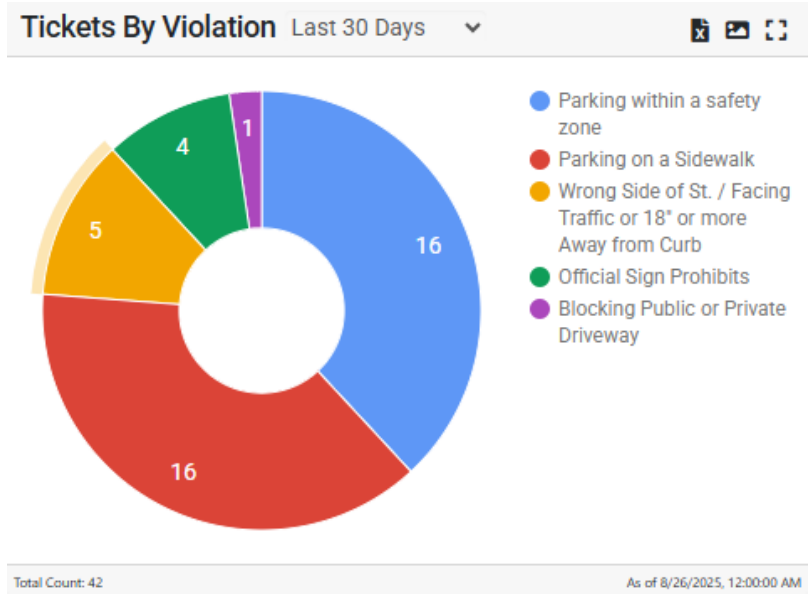
Victim Advocate:

Case Call Outs: 3
Incident Reports: 0
Case Closed: 5
Bond Court: 2
Supplemental Reports: 9
ICAC Cases Assigned: 0

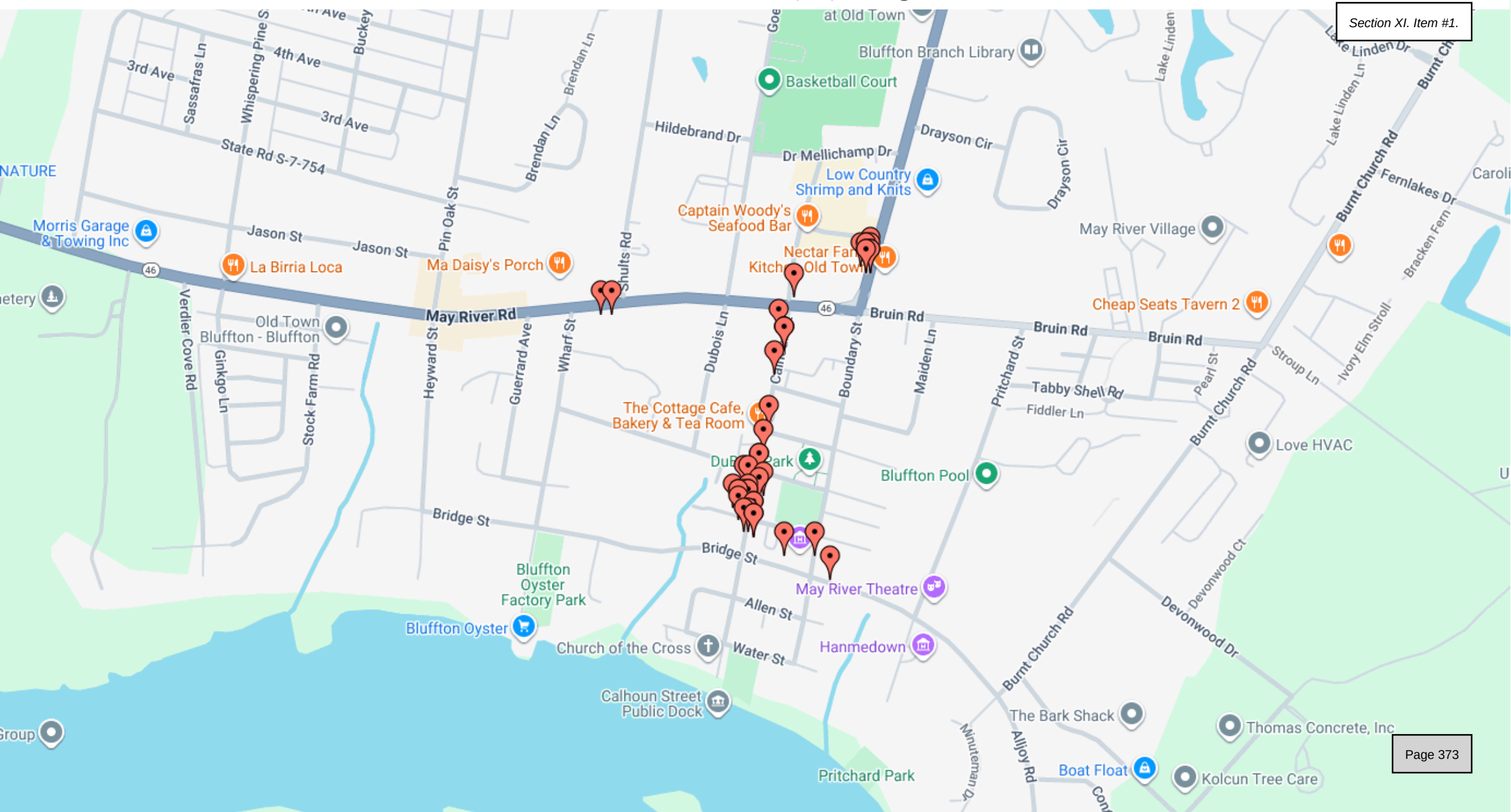

Tickets By Status
Last 30 Days
Warning
42
Total Count: 42
As of 8/26/2025, 12:00:00 AM


Tickets By Officer
Last 30 Days
Pamela Okeefe-Racanello
Sunny Rogers
4
38
Total Count: 42
As of 8/26/2025, 12:00:00 AM


Tickets By Location
Last 30 Days
CALHOUN ST
BLUFFTON RD
BOUNDARY RD
BRIDGE ST
2
3
11
26
Total Count: 42
As of 8/26/2025, 12:00:00 AM


Tickets By Violation
Last 30 Days
Parking within a safety zone
Parking on a Sidewalk
Wrong Side of St. / Facing Traffic or 18" or more Away from Curb
Official Sign Prohibits
Blocking Public or Private Driveway
1
4
5
16
16
Total Count: 42
As of 8/26/2025, 12:00:00 AM

DOWNTOWN CITATIONS (42) – August 2025



Code Enforcement:
William Bonhag

Signs

- Multiple Business advertisement signs removed from Old Town and various locations throughout Bluffton.
- Issued 36 NOV's for commercial business license failure to pay.

Complaints / Property Checks / Follow-ups / Ordinance Letters

218 Simmonsville Road

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

1279 May River Road

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

20 Twin Oaks Drive

- Fence blocking emergency vehicles to be removed by Friday August 1,2025
- HJ Stucco company uses it as construction yard.
- All equipment and materials to be removed by August 25. Per NOV issued.

Code Enforcement continued:

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.

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.

149 Simmonsville Road

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

4375 Bluffton Parkway Unit B – Caliwell Nails

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

Code Enforcement continued:

Simmonsville Road Power Line Section/Santee Cooper

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

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 6/2925.

108 Goethe Road

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

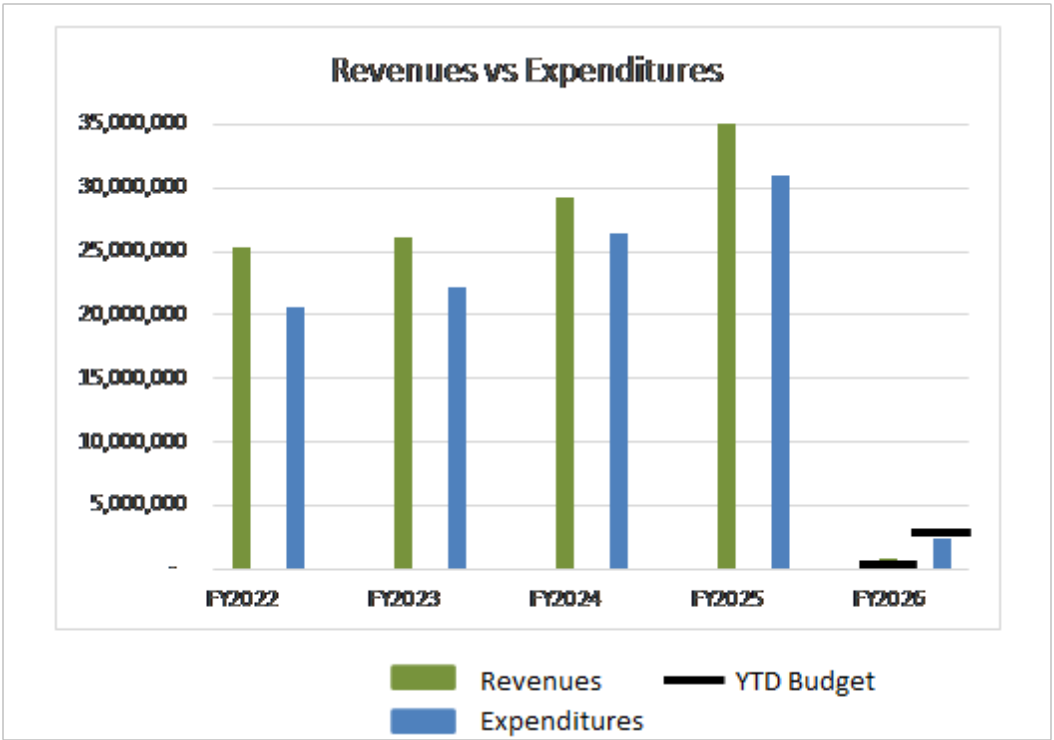
COMMUNITY ACTION TEAM
Check on Farmers Market on Thursdays
Provided security for court on Tuesdays
Attended Bluffton Community Kitchen/ Ida Closet and food drive
Assist SRO with back-to-school preparations
Attended Back to School bash Oscar Frazier Park
Attended Solicitor meeting at substation for law updates
Attended d HPC Town Hall meeting
Attended May River High School Football Scrimmage
Attended ATAC meeting at Town Hall
Policy Review
Attended Old Town Bluffton Merchants Meeting
High Schools walk through
Follow up at 57 Isle of Palms
Attended Town Council meeting
Substation walk-in with Sea Smiles Pediatric Dentistry
Follow up with Montessori School for parking violation
Provided extra Security for May River High School
Assisted Patrol traffic stops
Follow up with Marsh on the May
Assisted call for service at 14 Lawrence Street
Spoke with Blessing Box Project Bluffton owner
Attend Bluffton PD promotions ceremony
Held meetings and visits with multiple churches.

TOWN COUNCIL
STAFF REPORT
Finance & Administration Department

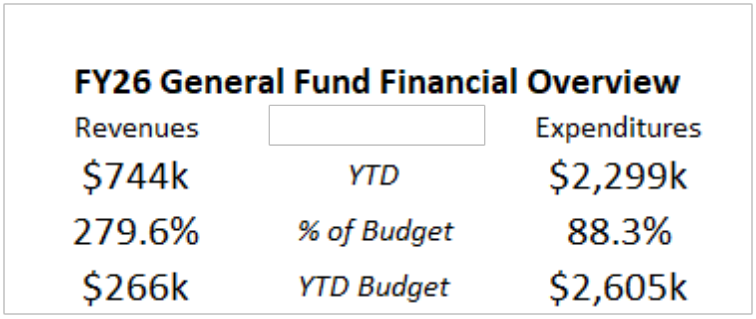
MEETING DATE:	September 09, 2025
PROJECT:	Consent Agenda: Year-to-date Financial Report
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, CGFM, Director of Finance & Administration

General Fund Financial Overview:

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



FY2026 YTD through July shows General Fund total revenues above the total budgeted amount with Building Safety Permits showing the largest impact, followed by Business Licenses. Total expenditures for July are below the total budget. Communication and Events & Venues are showing over for the month due to the new Events & Venues department created and an increase in the contract services in Communications' budget that is paid in July.



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 July 31, 2025

	Month of July 2025					Year-to-Date through July 31, 2025				
	FY 2025	FY 2026	More/(Less)	Budget	Over / (Under)	FY 2025	FY 2026	More/(Less)	Budget	Over / (Under)
Revenues										
Property Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Licenses & Permits										
Business Licenses	37,698	106,556	68,858	31,566	74,990	39,323	106,556	67,233	31,566	74,990
MASC Telecommunications	-	-	-	-	-	-	-	-	-	-
MASC Insurance Tax Collection	-	-	-	-	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-	-	-	-	-
Building Safety Permits	205,569	545,286	339,717	55,768	489,518	205,569	545,286	339,717	55,768	489,518
Application Fees	7,400	5,115	(2,285)	4,431	684	7,400	5,115	(2,285)	4,431	684
Total Licenses & Permits	250,667	656,957	406,290	91,765	565,192	252,292	656,957	404,665	91,765	565,192
Grants and Entitlements	-	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-	-	-	-
Service Revenues	65,583	65,467	(116)	43,828	21,639	65,583	65,467	(116)	43,828	21,639
Fines & Fees	8,066	10,120	2,054	8,027	2,093	8,066	10,120	2,054	8,027	2,093
Interest Income	128,239	2,715	(125,524)	43,371	(40,656)	128,239	2,715	(125,524)	43,371	(40,656)
Miscellaneous Revenues	60,173	8,442	(51,731)	79,007	(70,565)	60,173	8,442	(51,731)	79,007	(70,565)
Total Revenues	512,728	743,701	230,973	265,998	477,703	514,353	743,701	229,348	265,998	477,703
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources & Tranfers In	-	-	-	-	-	-	-	-	-	-
Total Revenues and Other Financing Sources	$ 512,728	$ 743,701	$ 230,973	$ 265,998	$ 477,703	$ 514,353	$ 743,701	$ 229,348	$ 265,998	$ 477,703
Expenditures										
Building Safety	$ 51,931	$ 52,555	$ 624	$ 60,516	$ (7,961)	$ 51,931	$ 52,555	$ 624	$ 60,516	$ (7,961)
Communications	70,133	55,966	(14,167)	32,797	23,169	70,133	55,966	(14,167)	32,797	23,169
Customer Service	10,458	15,314	4,856	17,236	(1,922)	10,458	15,314	4,856	17,236	(1,922)
Economic Development	55,000	70,088	15,088	70,088	-	55,000	70,088	15,088	70,088	-
Events & Venues	-	59,593	59,593	34,302	25,291	-	59,593	59,593	34,302	25,291
Executive	82,755	156,097	73,342	175,206	(19,109)	82,755	156,097	73,342	175,206	(19,109)
Finance & Administration	41,403	115,130	73,727	135,299	(20,169)	41,403	115,130	73,727	135,299	(20,169)
Human Resources	27,439	65,189	37,750	76,237	(11,048)	27,439	65,189	37,750	76,237	(11,048)
Information Technology	171,065	200,274	29,209	231,634	(31,360)	171,065	200,274	29,209	231,634	(31,360)
Municipal Court	17,735	32,235	14,500	33,661	(1,426)	17,735	32,235	14,500	33,661	(1,426)
Municipal Judges	8,456	8,246	(210)	8,521	(275)	8,456	8,246	(210)	8,521	(275)
Planning & Community Development	80,494	125,854	45,360	152,586	(26,732)	80,494	125,854	45,360	152,586	(26,732)
Police	462,550	588,231	125,681	641,829	(53,598)	462,550	588,231	125,681	641,829	(53,598)
Project Management	26,961	46,217	19,256	50,391	(4,174)	26,961	46,217	19,256	50,391	(4,174)
Public Services	96,465	156,216	59,751	193,894	(37,678)	96,465	156,216	59,751	193,894	(37,678)
Town Council	13,936	11,289	(2,647)	19,157	(7,868)	13,936	11,289	(2,647)	19,157	(7,868)
Town Wide	601,663	540,879	(60,784)	672,084	(131,205)	601,663	540,879	(60,784)	672,084	(131,205)
Total Expenditures	1,818,444	2,299,373	480,929	2,605,438	(306,065)	1,818,444	2,299,373	480,929	2,605,438	(306,065)
										-
Other Financing Uses										
Contribution to Fund Balance	-	-	-	-	-	-	-	-	-	-
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	-	-	-	-	-
Total Transfers	-	-	-	-	-	-	-	-	-	-
Total Expenditures and Other Financing Uses	$ 1,818,444	$ 2,299,373	$ 480,929	$ 2,605,438	$ (306,065)	$ 1,818,444	$ 2,299,373	$ 480,929	$ 2,605,438	$ (306,065)

$ (1,555,672)

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

	Month of July 2025					Year-to-Date through July 31, 2025				
	FY 2025	FY 2026	More/(Less)	Budget	Over / (Under)	FY 2025	FY 2026	More/(Less)	Budget	Over / (Under)
Revenues										
Stormwater Utility Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Licenses & Permits										
NPDES Plan Review Fee	6,150	6,500	350	6,613	(113)	6,150	6,500	350	6,613	(113)
NPDES Inspection Fee	12,150	49,350	37,200	10,913	38,437	12,150	49,350	37,200	10,913	38,437
Total Licenses & Permits	18,300	55,850	37,550	17,526	38,324	18,300	55,850	37,550	17,526	38,324
Total Revenues	18,300	55,850	37,550	17,526	38,324	18,300	55,850	37,550	17,526	38,324
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources & Tranfers In	-	-	-	-	-	-	-	-	-	-
Total Revenues and Other Financing Sources	$ 18,300	$ 55,850	$ 37,550	$ 17,526	$ 38,324	$ 18,300	$ 55,850	$ 37,550	$ 17,526	$ 38,324
Expenditures										
Watershed Management	$ 38,561	$ 70,987	$ 32,426	$ 97,677	$ (26,690)	$ 38,561	$ 70,987	$ 32,426	$ 97,677	$ (26,690)
Total Expenditures	38,561	70,987	32,426	97,677	(26,690)	38,561	70,987	32,426	97,677	(26,690)
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	-	-	-	-	-
Transfers Out to General Fund	-	-	-	-	-	-	-	-	-	-
Transfer Out to Debt Service	-	-	-	-	-	-	-	-	-	-
Contribution to Fund Balance	-	-		-	-	-	-		-	-
Total Transfers	-	-	-	-	-	-	-	-	-	-
Total Expenditures and Other Financing Uses	$ 38,561	$ 70,987	$ 32,426	$ 97,677	$ (26,690)	$ 38,561	$ 70,987	$ 32,426	$ 97,677	$ (26,690)

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

	YTD Estimated	Adopted Budget	Budget Amendments and Transfers	Revised Budget	Actual vs Budget Difference	Actual as % of Budget
Economic Development						
Buckwalter Place Multi-County Commerce Park Phase 2	$ -	$ 1,514,455	$ -	$ 1,514,455	$ 1,514,455	0.0%
Total Economic Development	**-**	**1,514,455**	**-**	**1,514,455**	**1,514,455**	**0.0%**
Facilities						
Law Enforcement Center Facility Improvements	-	195,000	-	195,000	195,000	0.0%
Sarah Riley Hooks Cottage	1,900	1,162,350	-	1,162,350	1,160,450	0.2%
Town Facilities ADA Compliance Plan	-	100,000	-	100,000	100,000	0.0%
New Riverside Barn Park Event Lawn Pavilion - NEW	-	111,500	-	111,500	111,500	0.0%
New Riverside Barn Park Public Service Building - NEW	150	99,000	-	99,000	98,850	0.2%
Public Service Building Expansion & Watershed Facility - NEW	-	201,000	-	201,000	201,000	0.0%
Total Facilities	**2,050**	**1,868,850**	**-**	**1,868,850**	**1,866,800**	**0.1%**
Housing						
Affordable Housing Project	-	740,816	-	740,816	740,816	0.0%
Total Housing	**-**	**740,816**	**-**	**740,816**	**740,816**	**0.0%**
Information Technology Infrastructure						
Community Safety Cameras Phase 6	-	139,200	-	139,200	139,200	0.0%
Network Improvements	-	35,000	-	35,000	35,000	0.0%
Total Parks	**-**	**174,200**	**-**	**174,200**	**174,200**	**0.0%**
Land						
Land Acquisition	-	9,709,302	-	9,709,302	9,709,302	0.0%
Total Land	**-**	**9,709,302**	**-**	**9,709,302**	**9,709,302**	**0.0%**
Parks						
Park Improvements	-	60,000	-	60,000	60,000	0.0%
Oyster Factory Park	-	973,502	-	973,502	973,502	0.0%
New Riverside Park/Barn Site	7,001	2,142,000	-	2,142,000	2,134,999	0.3%
New River Trail	132	3,661,787	-	3,661,787	3,661,655	0.0%
Buckwalter Place Park Improvements	-	1,350,859	-	1,350,859	1,350,859	0.0%
Buck Island - Simmonsville Neighborhood Park - NEW	-	198,500	-	198,500	198,500	0.0%
Public Art	32,500	100,000	-	100,000	67,500	32.5%
New Riverside Barn Park Phase 2 Trail & Disc Golf - NEW	-	135,000	-	135,000	135,000	0.0%
Total Parks	**39,633**	**8,621,648**	**-**	**8,621,648**	**8,582,015**	**0.5%**
Roads						
Pathway Pedestrian Safety Improvements	-	460,235	-	460,235	460,235	0.0%
Calhoun Street Streetscape	-	427,230	-	427,230	427,230	0.0%
Wharf Street Lighting	-	69,500	-	69,500	69,500	0.0%
Boundary Street Streetscape	-	3,359,250	-	3,359,250	3,359,250	0.0%
Historic District Overhead Power Conversion	-	74,000	-	74,000	74,000	0.0%
Ghost Roads	-	376,000	-	376,000	376,000	0.0%
Total Roads	**-**	**4,766,215**	**-**	**4,766,215**	**4,766,215**	**0.0%**
Stormwater and Sewer						
Sewer Connections Policy	-	459,046	-	459,046	459,046	0.0%
Historic District Sewer Extension Phase 4	489	575,760	-	575,760	575,271	0.1%
Historic District Sewer Extension Phase 5	-	183,920	-	183,920	183,920	0.0%
Historic District Sewer Extension Phase 6	-	201,700	-	201,700	201,700	0.0%
Bridge Street Streetscape	-	1,593,313	-	1,593,313	1,593,313	0.0%
Comprehensive Drainage Plan Improvements	-	84,500	-	84,500	84,500	0.0%
Stoney Crest Campground/Old Palmetto Bluff Rd	-	1,352,432	-	1,352,432	1,352,432	0.0%
Pritchard Street Drainage Improvements	-	1,224,366	-	1,224,366	1,224,366	0.0%
Total Stormwater and Sewer	**489**	**5,675,037**	**-**	**5,675,037**	**5,674,548**	**0.0%**
Total CIP Expenditures	**$ 42,172**	**$ 33,070,523**	**$ -**	**$ 33,070,523**	**$ 33,028,351**	**0.1%**

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

	Month of July 2025					Year-to-Date through July 31, 2025				
	FY 2025	FY 2026	More/(Less)	Budget	Over / (Under)	FY 2025	FY 2026	More/(Less)	Budget	Over / (Under)
Revenues										
Property Taxes										
Real & Personal Property Tax (TIF)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
GO Bond Debt Service Property Tax	-	-	-	-	-	-	-	-	-	-
Total Property Tax	-	-	-	-	-	-	-	-	-	-
Licenses & Permits										
Municipal Improvement District Fee	-	-	-	-	-	-	-	-	-	-
Interest Income	10,434	3,392	(7,042)	6,732	(3,340)	10,434	3,392	(7,042)	6,732	(3,340)
Miscellaneous Revenues	-	-	-	-	-	-	-	-	-	-
Total Revenues	10,434	3,392	(7,042)	6,732	(3,340)	10,434	3,392	(7,042)	6,732	(3,340)
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources & Tranfers In	-	-	-	-	-	-	-	-	-	-
Total Revenues and Other Financing Sources	$ 10,434	$ 3,392	$ (7,042)	$ 6,732	$ (3,340)	$ 10,434	$ 3,392	$ (7,042)	$ 6,732	$ (3,340)
Expenditures										
Series 2014 TIF Bonds Debt Service										
Principal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest	-	-	-	-	-	-	-	-	-	-
Series 2022 TIF Bonds Debt Service										
Principal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest	-	-	-	-	-	-	-	-	-	-
Series 2020 GO Bonds Debt Service										
Principal	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-
Series 2020A GO Bonds Debt Service										
Principal	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-	-	-
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	179,058	-	(179,058)	1,305,781	(1,305,781)	-	-	-	-	-
Total Transfers	179,058	-	(179,058)	1,305,781	(1,305,781)	-	-	-	-	-
Total Expenditures and Other Financing Uses	$ 179,058	$ -	$ (179,058)	$ 1,305,781	$ (1,305,781)	$ -	$ -	$ -	$ -	$ -

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

FY2026

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
Revenues															
State Accommodations Tax	512														1,097,875
Local Accommodations Tax	2,117														1,322,792
Hospitality Tax	4,562														4,261,955
Total Revenues	7,191	-	-	-	-	-	-	-	-	-	-	-	-	-	6,682,622

FY2025

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
Revenues															
State Accommodations Tax	1,571	1,830	1,559	1,417	271,078	697	632	290,058	673	664	174,809	549	435,462	1,180,999	1,022,605
Local Accommodations Tax	2,700	60,640	138,169	122,416	194,338	192,218	129,925	55,057	93,013	177,747	230,699	217,123	191,598	1,805,643	1,342,930
Hospitality Tax	8,468	281,963	305,218	314,531	351,835	411,775	348,925	294,270	311,950	420,178	370,020	422,794	392,612	4,234,539	4,140,747
Total Revenues	12,739	344,433	444,946	438,364	817,251	604,690	479,482	639,385	405,636	598,589	775,528	640,466	1,019,672	7,221,181	6,506,282

FY2026 VS FY2025 (more / (less)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	(1,059)													
Local Accommodations Tax	(583)													
Hospitality Tax	(3,906)													
Total Revenues	(5,548)	-	-	-	-	-	-	-	-	-	-	-	-	-

FY2024

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
Revenues															
State Accommodations Tax	1,533	1,721	1,963	237,553	1,773	2,006	249,085	1,857	2,041	161,350	1,868	1,570	457,086	1,121,406	1,030,150
Local Accommodations Tax	5,551	152,136	108,061	124,885	176,611	171,277	117,868	70,760	89,999	183,177	210,129	186,173	269,837	1,866,464	1,597,500
Hospitality Tax	54,512	340,435	282,100	283,048	355,917	349,776	385,693	223,058	314,287	383,243	392,360	423,103	345,958	4,133,490	3,788,036
Total Revenues	61,596	494,292	392,124	645,486	534,301	523,059	752,646	295,675	406,327	727,770	604,357	610,846	1,072,881	7,121,360	6,415,686

FY2025 VS FY2024 (more / (less)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	38	109	(404)	(236,136)	269,305	(1,309)	(248,453)	288,201	(1,368)	(160,686)	172,941	(1,021)	(21,624)	59,593
Local Accommodations Tax	(2,851)	(91,496)	30,108	(2,469)	17,727	20,941	12,057	(15,703)	3,014	(5,430)	20,570	30,950	(78,239)	(60,821)
Hospitality Tax	(46,044)	(58,472)	23,118	31,483	(4,082)	61,999	(36,768)	71,212	(2,337)	36,935	(22,340)	(309)	46,654	101,049
Total Revenues	(48,857)	(149,859)	52,822	(207,122)	282,950	81,631	(273,164)	343,710	(691)	(129,181)	171,171	29,620	(53,209)	99,821

FY2023

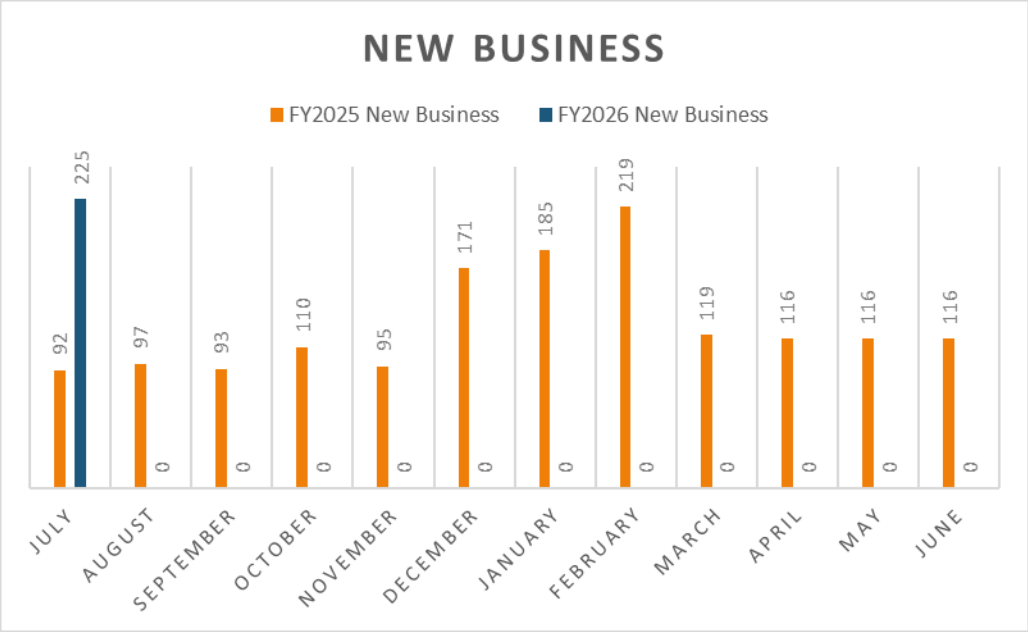
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
Revenues															
State Accommodations Tax	400	468	509	256,141	783	897	229,281	916	1,155	145,283	1,388	1,466	484,835	1,123,522	1,175,700
Local Accommodations Tax	614	173,603	126,868	137,517	152,941	158,074	114,639	63,354	83,215	24,975	331,683	187,863	176,432	1,731,779	1,577,800
Hospitality Tax	4,685	255,181	281,079	312,591	335,754	307,857	291,337	235,565	310,100	87,619	491,342	352,679	405,875	3,671,664	2,730,300
Total Revenues	5,699	429,252	408,456	706,249	489,478	466,828	635,257	299,835	394,471	257,876	824,412	542,009	1,067,142	6,526,964	5,483,800

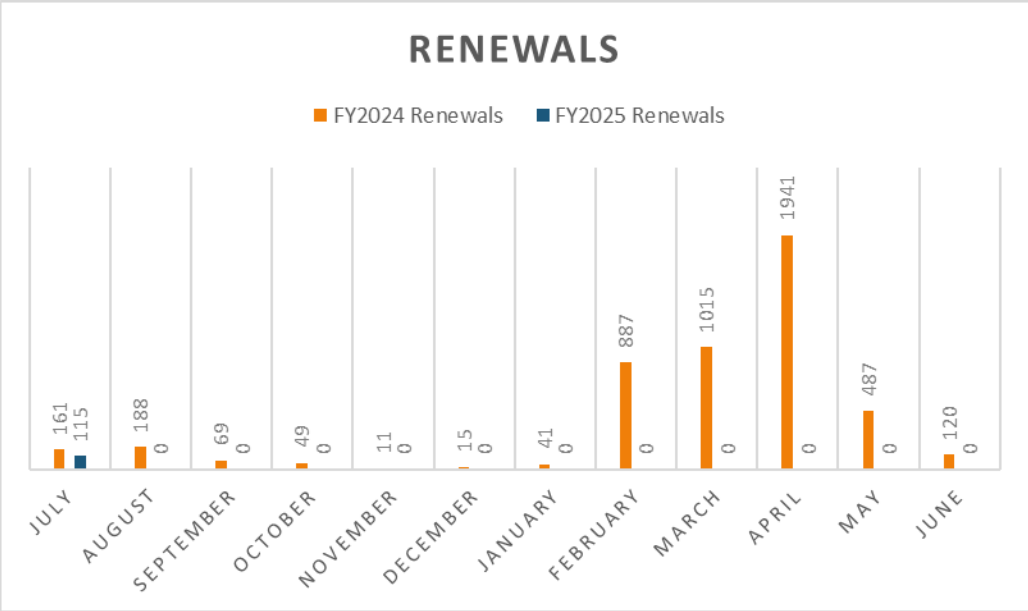
FY2024 VS FY2023 (more / (less)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	1,133	1,253	1,454	(18,588)	990	1,109	19,804	941	886	16,067	480	104	(27,749)	(2,116)
Local Accommodations Tax	4,937	(21,467)	(18,807)	(12,632)	23,670	13,203	3,229	7,406	6,784	158,202	(121,554)	(1,690)	93,405	134,685
Hospitality Tax	49,827	85,254	1,021	(29,543)	20,163	41,919	94,356	(12,507)	4,187	295,624	(98,982)	70,424	(59,917)	461,826
Total Revenues	55,897	65,040	(16,332)	(60,763)	44,823	56,231	117,389	(4,160)	11,856	469,894	(220,055)	68,837	5,739	594,396

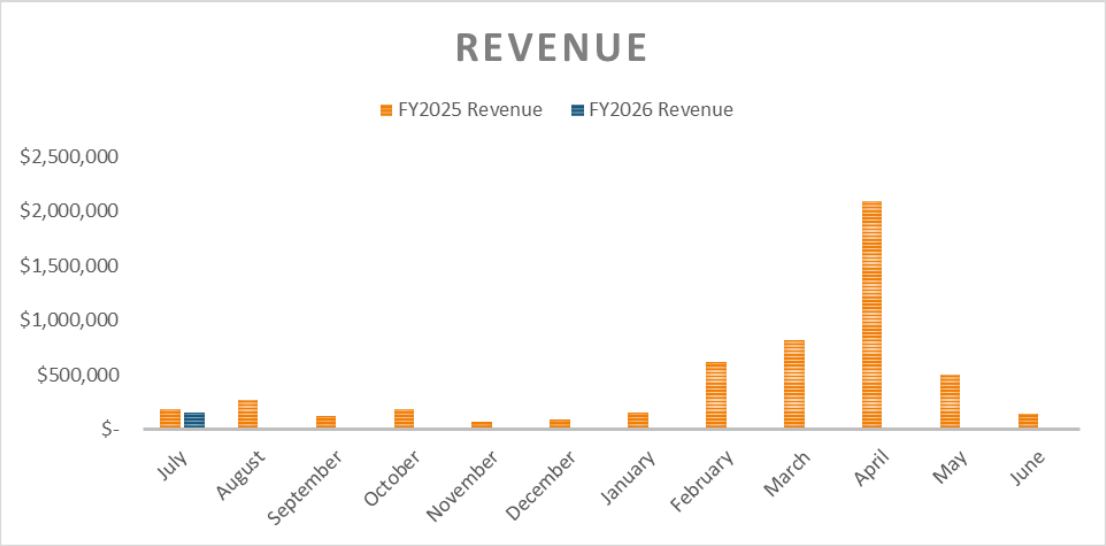
Business License Statistics:

Business License applications for FY2026 through July total 340 (225 new business and 115 renewals) compared to FY2025's total of 253 (92 new business and 161 renewals).





Business license renewals reflect a decrease of 29% or 46 and revenue collections decreased 64% or $94,679 for the month of July when compared to last year as more businesses renewed timelier this year. In contrast, business license revenue generated through permits increased by 156% or $60,073.



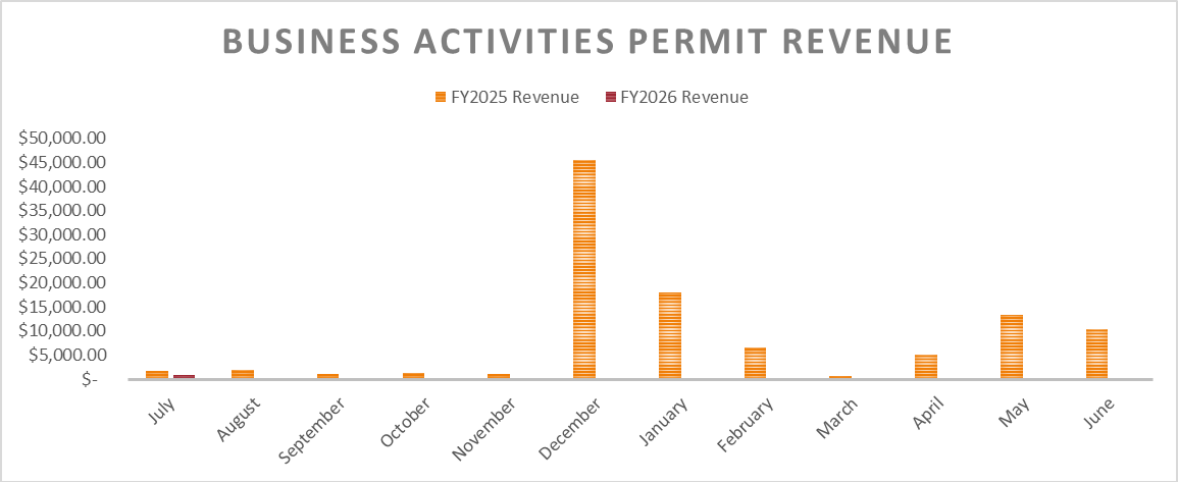
The amended ordinance that went into effect January 1st, 2019 included additional incentives for new businesses and businesses with multiple locations within the Town. For the 2025 business license renewals, there were five hundred, nineteen (519) renewals eligible for an incentive.

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 July
  - Thirty-six (36) are compliant
  - Two (2) are non-compliant
  - None are pending
  - There are thirty-eight (38) identified Mobile Vending businesses
- Short-Term Rental Permit (STRP): $325 for a calendar year
  - Eight (8) STRPs issued in July
  - Two hundred and thirty-three (233) STRPs are compliant with a permit
  - Twenty-nine (39) are non-compliant
  - Fifteen (15) are in-process
  - There are two hundred and seventy-seven (277) properties identified



Grant Program / Name	Federal/ State/ Other	Grant #	Town Project Description	Department	Status	Amount Funded by Grant	Town's Match	Total Project Amount	Date of Award	Grant Start Date	Grant Expiration
South Carolina Infrastructure Investment Program (SCIIP)	Federal	A-23-C015	Stoney Crest area septic to sewer; local match split equally among Town, Beauf.Co, and BJWSA.	Stormwater	**AWARDED TO BJWSA**	$ 5,925,000.00	$1,975,000 divided equally among Town, County, and BJWSA	$7,900,000.00	04/27/23	04/24/23	6/1/2026
American Rescue Plan Act (ARPA) grant from the State and Local Fiscal Recovery Fund (SLFRF)	Federal	SLT-5134	coronavirus recovery, Entitlement community with Tier 5 reporting	Finance	Active	$ 1,982,471.00	none	$1,982,471.00	05/27/21	03/03/21	obligated by 12/31/2024 expended by 12/31/2026
Community Development Block Grant (CDBG)	Federal	4-A-19-001	BIS sanitary sewer, Phase 5	CIP	submitted for closure	$ 500,000.00	$ 3,002,282.00	$3,502,282.00	10/14/19	10/14/19	12/30/2023; extended to 12/31/2024
Land and Water Conservation Fund	Federal	45-01131	New Riverside Barn Park	CIP	submitted for closure	$ 500,000.00	$ 500,000.00	Phase I > $1M	10/18/21	10/19/21	10/31/2023; extended to 12/31/2024
Section 319(h) Nonpoint Source Pollution, Assistance Program	Federal	EQ-0-263	May River Watershed Action Plan Phase IV; sewer connections (Poseys Court, Pritchard Street, Bridge Street)	Stormwater / CIP	closed	$ 365,558.36	$ 243,830.00	$ 609,388.36	06/21/19	09/25/19	7/24/2023; extended to 9/30/2024
Nonpoint Source Implementation Program - Section 319(h) of the Clean Water Act	Federal	EQ-3-544	May River Watershed Action Plan, Phase VI - stormwater retrofit (Pritchard St)	Stormwater / CIP	Active	$ 124,577.00	$ 83,398.00	$ 207,975.00	11/16/22	11/16/22	11/15/2025
Nonpoint Source Implementation Program - Section 319(h) - Clean Water Act	Federal	EQ-4-318	May River Phase VII - HD Sewer Phases 4-6	CIP	Active	$ 529,850.00	$ 367,920.00	$ 897,770.00	6/16/2023	2/29/2024	9/30/2027
FY24 COPS Technology and Equipment Program Invitational Solicitation	Federal	15JCOPS-24-GG-02292	equipment for PD	Police	Active	$ 1,348,178.00	$ -	$1,348,178.00	9/30/2024	3/9/2024	3/31/2026
FY24 Park and Recreation Development Fund (PARD)	State	Project Number 2023057	New River Trail Restroom Shelter	CIP	Active	$ 26,000.00	$ 6,500.00	$ 32,500.00	05/08/23	05/08/23	5/8/2026
School Safety Program FY24 (School Resource Officer)	State	SR-076-C0702-24	SRO funding for six officers	Police	closed	$ 893,422.29	none	$ 893,422.29	6/16/2023	7/1/2023	6/30/2024; extended until 12/31/2024 for final expenditures
FY24 State Appropriation Act	State	none	New River Linear Trail	CIP	Active	$ 2,000,000.00	$ 705,172.00	$2,705,172.00	10/16/2023	10/16/2023	none
FY24 State Appropriation Act	State	none	Agility Course	Police	closed	$ 50,000.00	none	$ 50,000.00	9/8/2023	9/8/2023	6/15/2024; extended until 6/15/2025
StimulateSC	State	2024SSC-01	DRCI Artificial Intelligence Training Program	DRCI	closed	$ 10,450.00	$ 10,450.00	$ 20,900.00	1/2/2024	1/15/2024	10/15/2024
National Opioid Guaranteed Political Subdivision Subfund	State	none	Opioid settlement money	Police	Active	$ 30,400.00	none	$ 30,400.00	7/15/2024	7/1/2024	6/30/2025
School Safety Program FY25 (School Resource Officer)	State	SR-113-C0702-25	continued funding for six SROs	Police	Active	$ 522,025.00	none	$ 522,025.00	8/6/2024	7/1/2024	6/30/2025
South Carolina Power Team Site Readiness Fund (SRF) Grant	Local	n/a	economic development for Buckwalter MCIP, Building A	Exec	Active	$ 1,000,000.00	$ 2,715,365.00	$4,045,365.00	6/25/2024	11/13/2024	12/31/2025
FY25 State Appropriation Act	State	none	K9 program	Police	Active	$ 50,000.00	none	$ 50,000.00	7/24/2024	7/1/2024	6/15/2025
Home Repair Program	Local	none	Home Repair Assistance (NAP)	Growth Management	Active	$ 144,000.00	none	$ 144,000.00	8/22/2024	8/22/2024	6/30/2025
						$ 8,882,931.65					
Building Resilient Infrastructure and Communities (BRIC)	Federal	**CANCELLED BY FEDERAL GOVERNMENT APRIL 2025**	Historic District drainage	Watershed	**submitted 12/14/2023**	$ 278,550.00	$ 30,950.00	$ 309,500.00			36 months from date of award
Sen Graham appropriation FFY25 / National Park Service	Federal		New River Linear Trail ADA Enhancement Phase II	CIP	**submitted 4/29/2024; look for Congress to pass appropriation legislation between Oct and Dec 2024**	$ 500,000.00	$ 1,492,056.00	$1,992,056.00			
Hazard Mitigation Grant Program	Federal		Historic District drainage	Watershed	pre-app approved 5/5/25; full application due 8/29/25	$ 327,318.75	$ 109,106.25	$ 436,425.00			

As of July 2025

	Bluffton Police Department Benevolence Fund		Mayor's Stay Safe Bluffton Scholarship Fund		Town of Bluffton Parks & Public Art Fund	
	July 2025	FY through July 2025	July 2025	FY through July 2025	July 2025	FY through July 2025
Beginning Balance	$ 139,272.80	$ 139,272.80	$ 25,473.25	$ 25,473.25	$ 3,945.09	$ 3,945.09
Contributions & Investement Activity						
Contributions to Fund	$ 100.00	$ 100.00	$ 500.00	$ 500.00	$ 14.08	$ 14.08
Interest & Dividend Income	497.13	497.13	92.54	92.54	(0.71)	(0.71)
Investment Income & Losses	(25.09)	(25.09)	(4.68)	(4.68)	-	-
Total Contributions & Investment Activity	572.04	572.04	587.86	587.86	13.37	13.37
Expenses						
Distributions - Grants	-	-	-	-	-	-
Distributions - Program Expenses	-	-	-	-	-	-
Fees - Administrative & Investment	-	-	-	-	-	-
Fees - Credit Card Processing	-	-	10.80	10.80	-	-
Total Expenses	-	-	10.80	10.80	-	-
Net Change to Fund Balance	$ 572.04	$ 572.04	$ 577.06	$ 577.06	$ 13.37	$ 13.37
Pending Contributions						
Total Pending Contributions		$ -		$ -		$ -
Pending Expenses						
Scholarships (4)				4,000.00		
Misc. Fees				20.67		
Total Pending Expenses		-		4,020.67		-
Projected Ending Balance		$ 139,844.84		$ 22,029.64		$ 3,958.46

TOWN COUNCIL

STAFF REPORT
Human Resources Department

MEETING DATE:	September 9, 2025
PROJECT:	August 2025 Activity Report
PROJECT MANAGER:	Anni Evans, Director of Human Resources

Human Resources Summary:

New Hire: 5
Alejandro Sandoval
Title: Police Recruit
Start date: August 7, 2025
Department: Police Department

William Carter
Title: Police Officer SRO
Start date: August 7, 2025
Department: Police Department

Evan Welsh
Title: Innovation Manager PT
Start date: August 21, 2025
Department: Don Ryan Center for Innovation

Jennifer Freeman
Title: PT Events and Venues Department Coordinator
Start date: August 21, 2025
Department: Events and Venues

David Lopett
Title: Crossing Guard
Start date: August 21, 2025
Department: Police Department

Promotions: 5
Matthew Collins
Title: Police Officer
Effective date: August 7, 2025
Department: Police Department

Amanda Schutz
Title: Treasury Coordinator
Effective date: August 21, 2025
Department: Business License

William Ferrelli
Title: Police Captain
Effective date: August 21, 2025
Department: Police Department

Ryan Fazekas
Title: Police Captain
Effective date: August 21, 2025
Department: Police Department

Helen Burke
Title: Deputy Police Chief
Effective date: August 21, 2025
Department: Police Department

Exits: 2
Brian Ranger
Title: Assistant Public Services Manager
Exit Date: August 20, 2025
Department: Public Services Department

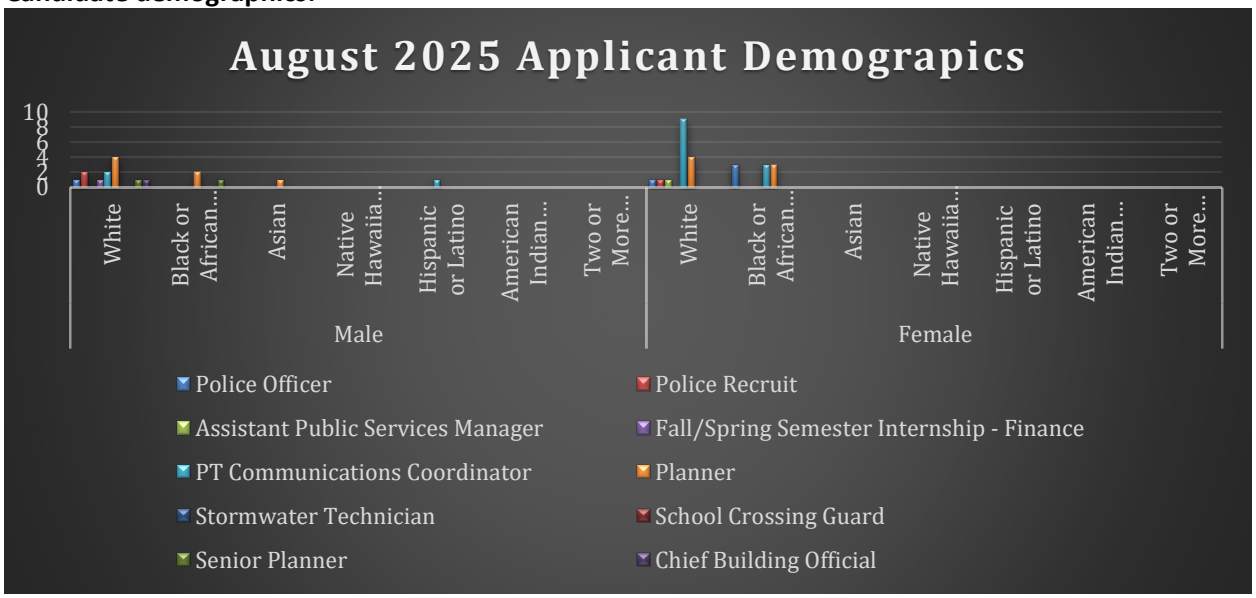
Marcus Noe
Title: Chief Building and Development Inspector
Exit Date: August 27, 2025
Department: Building Safety

Intern Exit: 6
Zoe Stevenson, Welcome Center
Dior Shelton, Finance
Ryan Deegan, Finance
Peyton Chrjapin, Public Services
Sharon Murray, Human Resources
Angie Cardone, Police Department

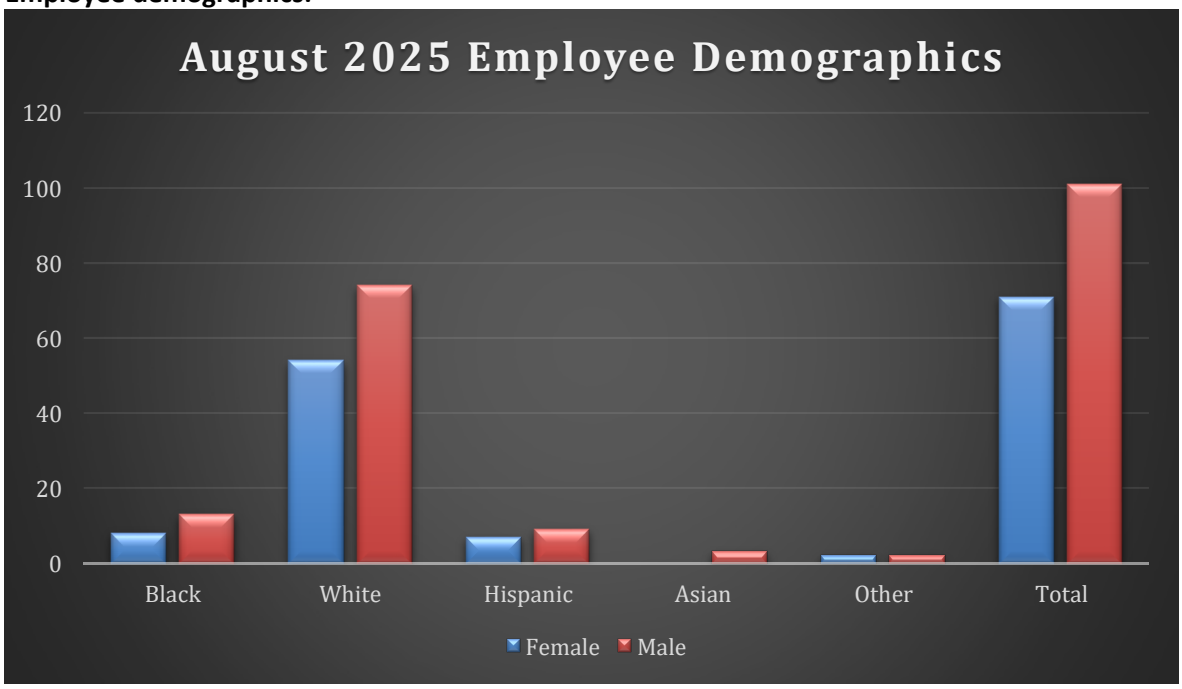
Jobs posted:
Police Officer
Police Recruit
Planner
Senior Planner
Assistant Public Services Manager
PT Communications Coordinator
Chief Building Official
Chief Building Inspector
Crossing Guard

- Birthday/Anniversary Celebration – 8/26/25 Chicken Salad Chick sandwiches
- Wellness Events:
  - Immunization information – email campaign
  - PEBA Perks Immunization
- Carolina Career Fair: August 19: Orangeburg, South Carolina
- Supervisor Training:
  - FMLA Training August 28 8:30am – 9:30am Council Chambers
- Bluffton Self Help site visit for conversational English-speaking classes at Public Services

Candidate demographics:



Employee demographics:



TOWN COUNCIL

STAFF REPORT
Municipal Court Department

MEETING DATE:	September 9, 2025
PROJECT:	July Activity Report
PROJECT MANAGER:	Lisa Cunningham, Clerk of Court

Court Summary

Town of Bluffton Municipal Court convenes every Tuesday morning. In July 2025 a total of five morning sessions. The Municipal Court currently has 328 cases pending which is a combination of 277 criminal/traffic cases, 20 jury trial requests, and 31 defendants enrolled in alternative programs.

Indigent Defense cases

Town of Bluffton currently contracts with the Law Office of Carol Miller to provide Indigent Defense Counsel to all defendants who meet the Annual Federal Poverty Guidelines. Year to date our Indigent Defense Attorney has 24 pending as of July 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 17 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 0 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 5 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 9 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.

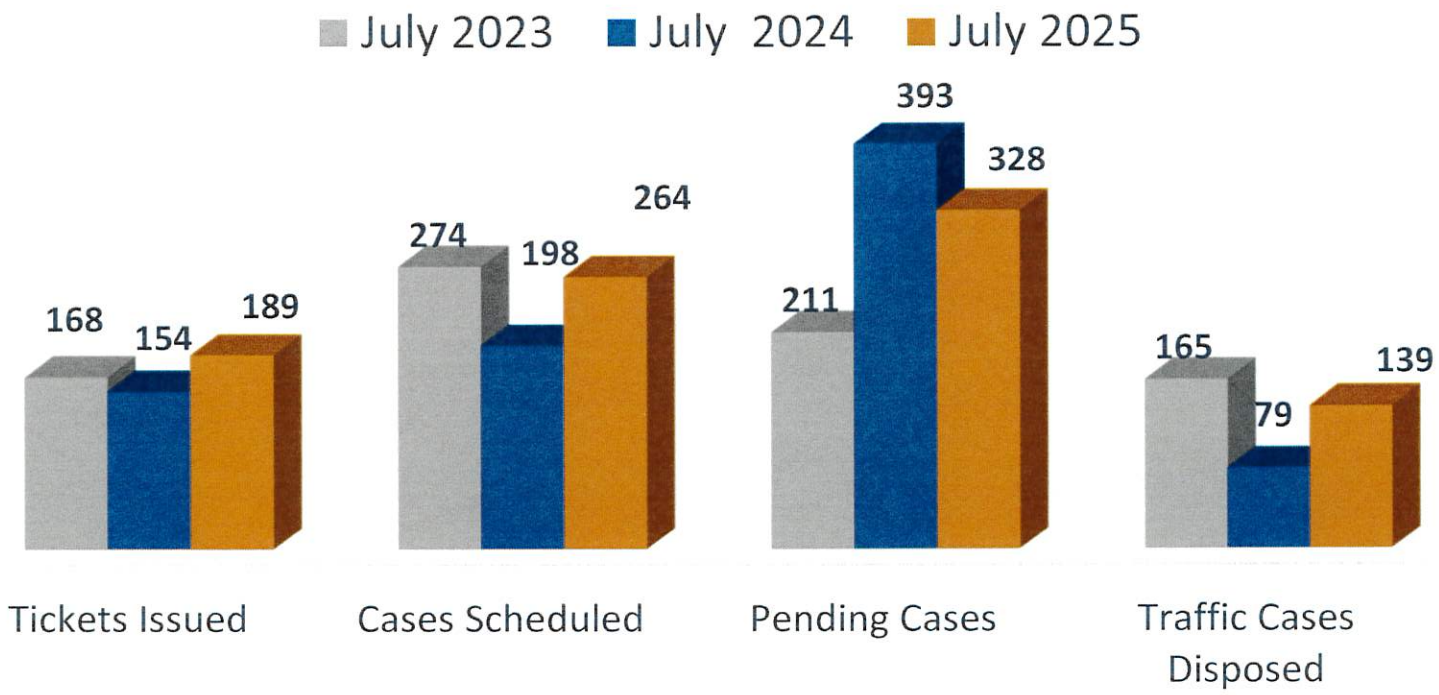
TEP, AEP, and PTI are directly managed through the Solicitors office. The Court provides a referral and the Solicitors Office provides a completion or termination report upon completion date.

Town of Bluffton Municipal Court

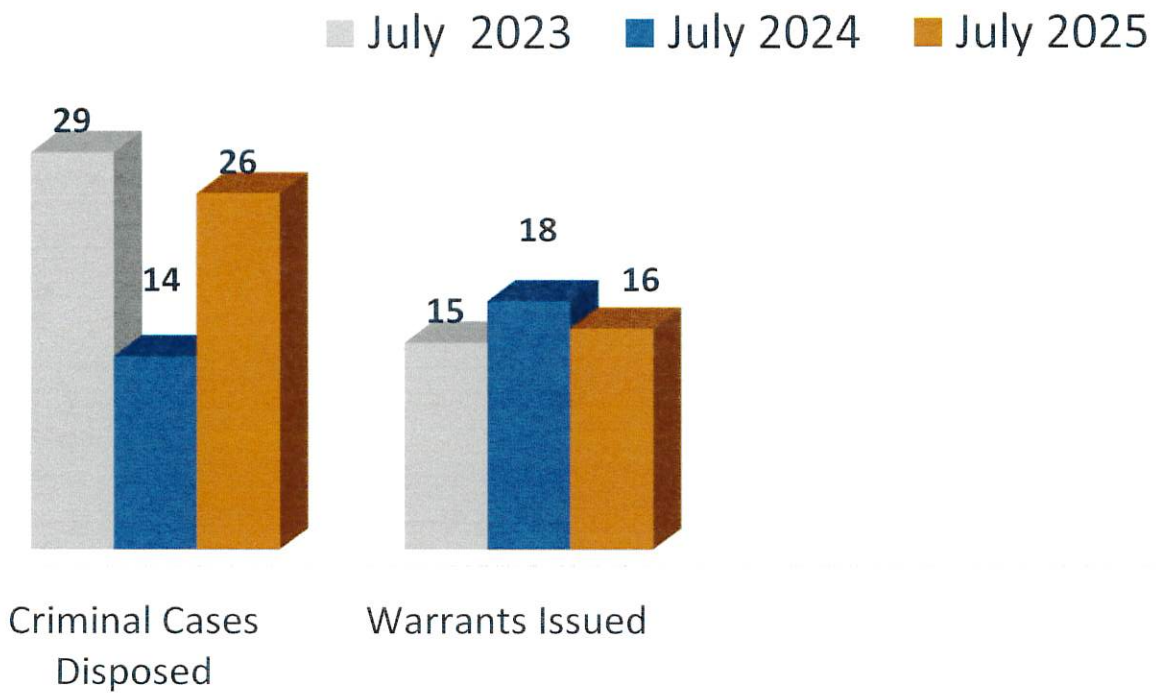
Statistics for July 2025

Presented by:
Lisa Cunningham, Clerk of Court

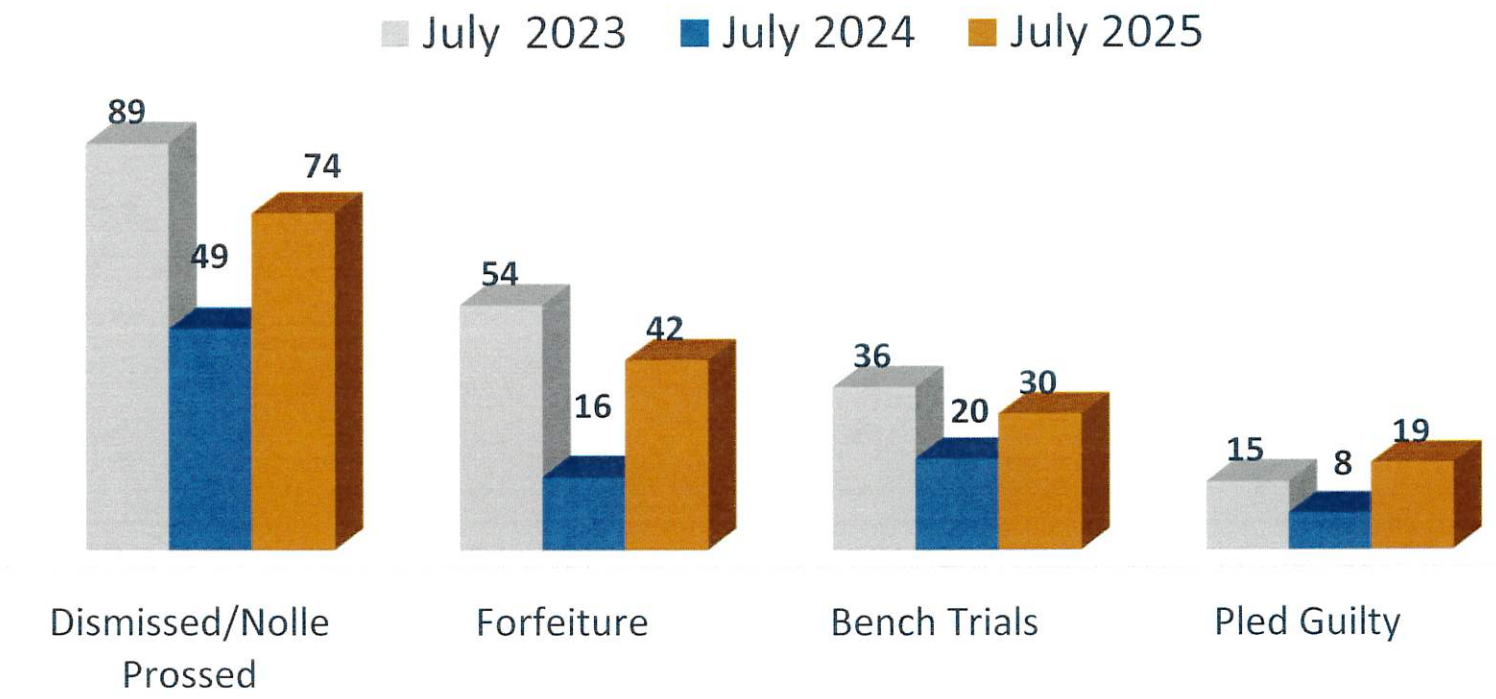
Town of Bluffton Municipal Court



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:	September 9, 2025
SUBJECT:	Projects and Watershed Resilience Department Monthly Report
PROJECT MANAGER:	Kimberly Washok-Jones, Department Director

CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

Administrative Update

- No activity to report.

FACILITIES

1. Law Enforcement Center Facility Improvements

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

2. Sarah Riley Hooks Cottage

- Cottage demolition and footers are **complete**.
- **Next Steps**
  - Continue cottage reconstruction through FY26.
  - Update site development plans per SCDOT comments and obtain Public Project Approval.
  - Post solicitation for site and landscape development construction in September and begin construction in late 2025.

3. New Riverside Barn Park Public Services Building

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

4. New Riverside Barn Park Event Lawn Pavilion

- Architectural plans are complete and sent to Nix Construction for construction.
- **Next Steps**
  - Obtain structural engineer approvals of shop drawings for timber trusses.

5. Public Services Expansion and Watershed Facility

- Ordered wetland surveys to determine developable land for expansion.

HOUSING

1. Town of Bluffton Affordable Housing Project – The May

- Partnership with WorkForce State of Mind to construct 12 Affordable/Workforce

Housing units at 1095 May River Road.

- Horizontal site work continues with vertical construction to begin in October 2025. Construction is anticipated to be completed in the 1st quarter of 2026.
- **Next Steps**
  - Staff continues to review progress and applications for payment.
  - Coastal States Bank will start to accept mortgage applications near the end of this year; timing depends on construction progress.

PARKS

1. Park Improvements

- Installation of new site furnishings for DuBois and Oscar Frazier Park is **complete**.
- **Next Steps**
  - Obtain quotes for swings with shade for DuBois Park.
  - Begin conceptual planning for a second pavilion at Oscar Frazier Park.

2. Oyster Factory Park

- Structural engineer completed assessment of pavilion post replacement options.
- Architect working on CDs of restroom expansion.
- **Next Steps**
  - Coordinating construction schedule construction for food truck drainage and paving with Events & Venues.
  - Prepare bid package for pavilion post replacement.
  - Prepare plans and bid packages for the restroom expansion and other FY26 improvements.

3. Oscar Frazier Park

- Splash Pad **complete** and future improvements to be completed under the general Park Improvements project.

4. New Riverside Barn/Park

- The interior and exterior of the event barn are in the finishing stages. Interior millwork and painting are **complete**. Restroom tile and partitions are installed. All plumbing, lighting and mechanical trim out continues. Audio video and IT trim out continues. Kitchen appliances are installed on-site. LVP flooring has been installed.
- Barn and event area landscaping is well underway.
- Completed event pavilion design. Permittable documents received and under structural engineer review.
- **Next Steps**
  - Nix Construction to continue all the above.
  - Continue design and permitting of PS maintenance facility and Phase 2 trails in 2026.
  - Nix Construction to provide event pavilion pricing. Complete construction in FY26.

5. New River Linear Trail

- BPD enforcing no trespassing for public safety. Construction underway and completion planned for summer 2026.
- **Completed** construction fencing.
- Surveying, silt fencing and erosion control 90%.
- Debris mulching 95%.

- **Next Steps**
  - Continue surveying, silt fencing, erosion control and debris mulching,
  - Schedule preclearing meeting.

6. Buckwalter Place Park Improvements

- **Completed** Phase 1.
- Wood + Partners engaged for CDs of Phases 2 and 3.
- GHD engaged for geotechnical surveying.
- **Next Steps**
  - Public Art Committee considering sunken art room options.
  - Bid posting for construction scheduled early September.
  - Phases 2 and 3 construction is planned to begin in December 2025.

7. New Riverside Barn Park Phase 2 Trails & Disc Golf

- Engineering Design for the Phase 2 trails is **complete.**
- Requested site planning proposal from Wood and Partners for disc golf design.
- **Next Steps**
  - Complete permitting for trails.
  - Obtain proposal and begin planning for disc golf.

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-Simmonsville 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

- Construction underway for HD Sewer – Lawrence Street Complete.
- Green Street design modifications to account for drainage 90% complete.

  Next Steps
  - Begin construction on Water Street, then Green Street.
  - Once complete, contractor to test system, BJWSA to accept system, then BJWSA to receive permit to operate from DES, then tie residents into sewer system.
  - Negotiations with residents for rights of entry and information on sewer connections and construction sequencing on-going.

3. Bridge Street Streetscape

- **Completed** Lighting plan.
- Clarified SCDOT right of way conflict.

- **Completed** IT fiber conduit connection to Town Hall.
- **Completed** Montessori and Bluffton Telephone easements.
- **Next Steps**
  - Continue engineering design for SCDOT permitting (95%).
  - Continue planning and design for underground power cost estimate.
  - 9/24/25 DRC Meeting for Old Business.
  - Continue Streetscape easements for lighting and sidewalks.

4. Comprehensive Drainage Plan Improvements

- Draft Engineering Report for Crooked Cove received and under Staff review.
- Engineering Report for Guerrard Cove in development.
- SC EMD HMGP for Huger and Verdier Cove work full application submitted 8/29/25.
- Meeting scheduled with Beaufort County to discuss Heyward Cove Engineering Report and Owner Asset Report findings.
- **Next Steps**
  - Guerrard Cove Engineering Report submittal.
  - Develop scope for Rose Dhu Creek drainage area.

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

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

6. Stoney Creek/Palmetto Bluff Sewer Partnership

- BJWSA is the Project Manager as the awardee of the RIA-SCIIP grant.
- **Next Steps**
  - BJWSA updates can be found here.

ROADS

1. Pathway Pedestrian Safety Improvements

- **Completed** Historic District crosswalk study for ADA compliance, Phase 2 design and construction and Phase 3 analysis of areas outside the Historic District.
- **Completed May River Road RRFB SCDOT encroachment permits.**
- **Next Steps**
  - Obtain quotes for RRFB for installation at May River Road and Calhoun, Wharf and Thomas Heyward intersections.
  - Review of bid submissions.

2. Calhoun Street Streetscape

- Preliminary engineering design is 60% complete.
- **Next Steps**
  - Continue negotiations with May River Road property owners for main transmission line easements.
  - Coordinate underground power layout with Dominion Energy.
  - Prepare easement acquisition plats for Phase 1 in FY26 and begin easement acquisition.
  - Phased construction is planned to begin in FY27 pending budget approval and acquisition of all required easements.

3. Boundary Street Lighting

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

4. Boundary Street Streetscape

- Engineering design is 80% complete and submitted to agencies for review. Original land disturbance permit approved by SCDES submitted 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 Green St. outfall.
  - Prepare easement exhibits and begin appraisals.
  - 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

- Obtained approval for proposed improvements with Beaufort County School District and Beaufort County on pool operation impacts.
- Street lighting agreement with Dominion approved.
- IFB posted July 39, 2025. Bids due September 15, 2025.
- **Next Steps**
  - Easement acquisition documents have been finalized, and easement acquisitions continue.
  - Finalize permit approvals.
  - Consideration for Town Council Construction Contract Approval anticipated for October TC Meeting.

WATERSHED MANAGEMENT UPDATE

Administrative Update

- New Stormwater Technician began work on 9/4/25.

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, 2a, and 2b*

- Updating and calibrating the May River headwaters stormwater model to begin fall 2025.
- Targeted Microbial Source Tracking (MST) Sampling Program examines multiple potential sources of contamination including human, dog, deer, horse, and bird waste.
  - Staff collect samples during five (5) wet and dry weather events to characterize each subwatershed.
  - Staff collected MST samples throughout July and August. The human and dog genetic markers continue to be detected repeatedly.

3. Resiliency

- The Shi Institute Fellow conducted in-person community engagement interviews and collected over 150 survey responses assessing residents' needs and interests for heat adaptation initiatives, such as cooling centers and community solar projects.
- Staff met with Shi Institute and Dr. Cohen, Furman University professor, to plan details for a Sustainability Practicum course this fall in partnership with the Town. Practicum course students will consider proposed heat adaptations projects based on Shi Fellowship survey and interview results and will visit Bluffton in November 2025.
- Staff attended the Lowcountry Resilience Conference at USCB on 7/31/25.
- Staff attended the Southeast Sustainability Directors Network - SC Convening in Charleston on 8/4/25.
- Staff attended the Lowcountry Council of Government's (LCOG) Transportation Resilience Improvement Plan Workshop on 8/14/25.
- SC Sea Grant Consortium and SECOORA will install a water elevation meter at the Calhoun Street dock. Staff will inform Senior Management of proposed schedule.
- Staff continue work with the Green Infrastructure Center (GIC) on tree canopy mapping in the Town's jurisdiction. This effort is possible due to a SC Forestry Grant award.
- Wetlands and Resiliency Ordinances:
  - Staff met with McCormick Taylor, Inc. and the Center for Watershed Protection to discuss progress on the Town's wetland and resilience protections and have received the first draft of the Comprehensive Wetlands Ordinance. This draft is currently under review by staff.

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 distributed educational door hangers on proper pet waste disposal to Buck Point Road residents following multiple detections of the dog genetic marker.
- Staff are coordinating with the Communications Department on social media campaign encouraging owner to pick up after pets.
- The next Watershed Action Plan Advisory Committee meeting will be held 10/23/25. ***– Attachment 3***

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

- Staff inspected the ditch adjacent to the Jennie Kitty Municipal Building following human genetic marker detections and found no signs of an illicit discharge.
- 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. The human genetic marker was not detected. ***– 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)

- Sease completed a continuing education course on the six (6) Minimum Control Measures (MCMs) required for MS4s.

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

- Public Services performed weekly street sweeping on Calhoun Street, Highway 46, Bruin Road, May River Road, Pin Oak Street, and curbs and medians on Simmonsville and Buck Island Roads.
- Performed ditch inspections.
  - Buckwalter ditch (917 LF)
  - Arrow ditch (2,569 LF)
  - Red Cedar ditch (966 LF)
  - Buck Island roadside ditch (15,926 LF)
  - Simmonsville roadside ditch (13,792 LF)
- Ongoing roadside mowing, litter clean-up and maintenance of Masters' Way, McCracken Circle, Hampton Parkway, Buck Island and Simmonsville Roads, Goethe Road, Shults Road, Jason and Able Streets, Whispering Pine Road, May River Road, and Eagles Field.

7. Citizen 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
   a. Cumulative Microbial Source Tracking (MST) Results for Targeted Sampling
   b. Targeted MST Sampling Sites Map
3. MS4 Minimum Control Measures #1 and #2 – WAPAC Agenda
4. MS4 Minimum Control Measure #3 – Illicit Discharge Detection and Elimination
   a. 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

SCDES Shellfish Harvesting Monitoring Data Year-to-Date
May River Headwaters Shellfish Stations

	19-19				19-19A				19-19B				19-19C				19-24				19-16			
	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025
	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)
December	33.0	33.0	NS		49.0	33.0	NS		17.0	7.8	NS		49.0	13.0	NS		6.8	7.8	NS		13.0	17.0	NS	
November	33.0	13.0	170.0		13.0	2.0	130.0		7.8	4.5	170.0		4.5	4.5	49.0		6.1	2.0	79.0		13.0	4.5	33.0	
October	23.0	33.0	49.0		46.0	23.0	17.0		13.0	17.0	13.0		23.0	33.0	2.0		11.0	2.0	11.0		14.0	6.8	17.0	
September	540.0	23.0	33.0		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	70.0	49.0	920.0	31.0	79.0	95.0	70.0	32.0	350.0	130.0	49.0	32.0	130.0	23.0	33.0	33.0	21.0	46.0	17.0	32.0	11.0
June	13.0	14.0	7.8	170.0	4.5	7.8	7.8	170.0	11.0	23.0	6.8	110.0	2.0	13.0	4.5	49.0	1.8	33.0	2.0	23.0	9.3	13.0	2.0	6.8
May	4.5	23.0	27.0	33.0	4.5	33.0	22.0	170.0	4.0	17.0	23.0	79.0	1.8	13.0	17.0	21.0	1.8	33.0	7.8	49.0	2.0	21.0	4.0	4.5
April	4.5	170.0	49.0	NS	4.5	130.0	17.0	NS	1.8	110.0	17.0	NS	2.0	70.0	4.0	NS	1.8	NS	11.0	NS	1.8	7.8	23.0	NS
March	33.0	23.0	49.0	240.0	23.0	49.0	31.0	46.0	2.0	17.0	11.0	23.0	4.5	17.0	4.5	7.8	2.0	17.0	22.0	13.0	2.0	17.0	4.5	4.0
February	23.0	540.0	49.0	33.0	31.0	350.0	49.0	49.0	17.0	240.0	11.0	79.0	22.0	240.0	22.0	79.0	2.0	33.0	7.8	13.0	11.0	33.0	11.0	17.0
January	49.0	33.0	49.0	NS	22.0	33.0	23.0	NS	33.0	13.0	4.5	NS	7.8	33.0	4.5	NS	7.8	7.8	7.8	NS	7.8	4.5	2.0	NS
** Truncated GeoMetric Mean	40.0	38.0	39.0	46.0	28.0	30.0	30.0	41.0	18.0	17.0	16.0	19.0	14.0	16.0	14.0	15.0	9.0	9.0	10.0	14.0	9.0	8.0	10.0	10.0
** Truncated 90th Percentile	192.0	211.0	187.0	167.0	91.0	152.0	163.0	206.0	72.0	77.0	79.0	73.0	54.0	71.0	74.0	67.0	41.0	44.0	47.0	54.0	32.0	26.0	38.0	41.0

NS = No Sample

SCDES Regulatory Requirements:

Geometric Mean ≤ 14

90th Percentile ≤ 43

** Town staff calculations utilizing SCDES statistics

Note:

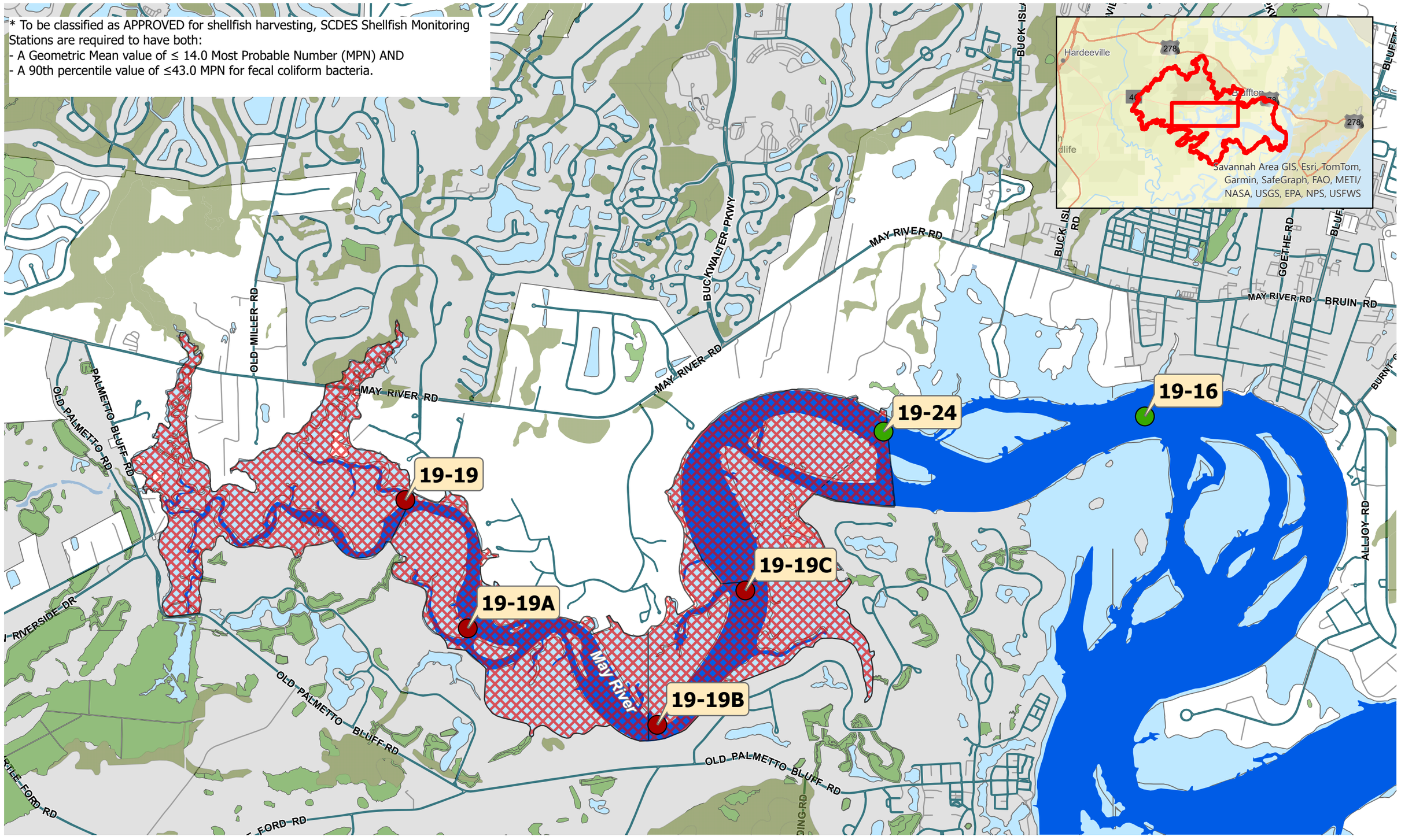
December 2024 ends the data collection period for 2025 shellfish harvesting season.

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

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

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

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



Town Bluffton Jurisdiction
Beaufort County Jurisdiction
Restricted 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 (MRWAP) Implementation Summary

1. MRWAP Background

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

2. Septic to Sewer Project Recommendations/Evaluations

Background:

- The MRWAP evaluated four (4) septic to sewer conversion projects in the Rose Dhu Creek and Stoney Creek subwatersheds:
    - Cahill
    - Gascoigne
    - Stoney Creek
    - Pritchardville
- These projects overlap with 42 subcatchments in the Stoney Creek watershed and 11 in Rose Dhu Creek. Based on WQ Model outputs, these projects alone may potentially reduce FC loading by 3.46x1013 FC per year.
- The estimated septic to sewer conversion costs of these projects is $5.5 million.

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Update: Stoney Creek/Palmetto Bluff Sewer Partnership

- BJWSA is the Project Manager as the awardee of the RIA-SCIIP grant.
- **Next Steps:**
  - BJWSA continues with community outreach and design of the system. BJWSA updates can be found at: https://bjwsa.org/251/Go2Sewer-for-a-Cleaner-Stoney-Creek

3. MRWAP Impervious Restoration Water Quality Projects

Task 1: MRWAP Eleven (11) Proposed Projects Background

- Eleven (11) project sites (incorporating various individual BMPs) were selected in consultation with the Town (prioritizing subcatchments with FC bacteria hotspot and/or large impervious areas). These sites were evaluated in terms of the potential benefits gained by retrofitting to meet the 95th percentile storm retention, to the maximum extent possible, under the proposed Impervious Area Restoration/Stormwater Retrofit Program.
- Based on WQ Model outputs, these projects alone may potentially reduce FC loading by
  - 2.99×1014 FC reduction for the Full SWRv (entire sub-basin drainage area catchment).
  - 2.53×1014 FC reduction for the Reduced SWRv projects (impervious area drainage area of sub-basin catchment).
- The estimated Full SWRv projects costs is $32.7 million and the estimated cost of Reduced SWRv projects is $22.6 million.
- Currently the Towns' Impervious Restoration Program is targeting Reduced SWRv for future projects.

Task 1: MRWAP Eleven (11) Proposed Projects Update

- Eleven (11) proposed project sites Rose Dhu Creek (6 projects) and Stoney Creek (5 projects):
  - All geotechnical work, evaluations, site assessments, planning, engineering, and preliminary designs for the 8 original sites is **complete**.
    - Bluffton Early Learning Center (BELC).
    - Boys and Girls Club of Bluffton (BGC).
    - Benton House (BH).
    - Bluffton High School (BHS).
    - Buckwalter Recreation Center (BRC).
    - ~~Lowcountry Community Church (LCC).~~ **Declined to Participate.**
    - McCracken Middle School/Bluffton Elementary School (MMSBES).
    - May River High School.
    - ~~One Hampton Lake Apartments (OHLA).~~ **Declined to Participate.**

    - Pritchardville Elementary School (PES).
    - ~~Palmetto Pointe Townes (PPT).~~ **Declined to Participate.**
- Next Steps:
    - Finalize Impervious Restoration Program Policy Document.
    - Collaborate with Director of Procurement for an agreement with BCSD and Private Owners to construct impervious restoration projects at school sites.

Task 2: Identify Fifteen (15) New Project Sites Background

- Identify 15 new project sites for Town of Bluffton Impervious Restoration/BMP Retrofit Projects.
- The Town wishes to identify an additional 15 project sites located within the municipal limits of Bluffton for the Impervious Restoration/BMP Retrofit Program. However, the criteria for site selection will be considered to be more "low hanging fruit" based on the following:
    - Within Town of Bluffton Municipal limits.
    - Soils – sandy soils with high infiltration rates offer the biggest bang for the buck for water quality treatment/improvement. Utilizing soil survey and other information target sites where infiltration can be maximized on-site.
    - Public or governmental agency land/property owner (not SCDOT RoW).

Task 2: Identify Fifteen (15) New Project Sites Update

- Site evaluations at the 15 sites have been completed.
- Concept design development for the sites identified below ongoing:
    - Dominion Energy Engineering Office
    - Rose Dhu Equestrian Center
    - St. Gregory Catholic Church/School
    - River Ridge Academy
    - MC Riley Early Childhood Center
    - MC Riley Elementary School
    - MC Riley Sports Complex
    - Bluffton Middle School
    - Red Cedar Elementary School
    - Seagrass Station Road Site determined to be not feasible, low cost/benefit.
    - Bluffton Pkwy West (170 to Buckwalter)
    - Buckwalter Pkwy (Hampton Hall to May River Road)
    - Persimmon St/Sheridan Park Cir/Pennington Dr
    - Vaden Nissan Hilton Head
    - ~~NHC Healthcare/Bluffton (Healthcare, Rehab, Assisted Living)~~ **Declined to Participate**
- Next Steps:
    - Finalize Concept designs and proposed SWrv/Water quality benefit.

Task 3: MRWAP Impervious Restoration Policy Documents Background

- MRWAP Section 5.4.4. Stormwater BMP Retrofit Projects of the May River Watershed Action Plan Update and Model Report identifies potential Impervious Restoration/BMP Retrofit projects located on Public and Private Land. As mentioned earlier, one of the primary site selection criteria, at time of report development, was to identify sites with large impervious areas so that pollutant load reductions could be estimated and the benefits of such projects on stormwater quality quantified/estimated, if implemented into construction. Generally, Public Funds are not expended to improve private property nor is Town of Bluffton funding generally expended on Public Land owned by another government entity. In order for such projects identified in Section 5.4.4. to move forward in the interest of improved water quality and for the overall benefit and welfare of the constituents of the Town of Bluffton, Policy Documents need to be formulated that establishes the parameters of such a Program to be initiated and implemented.

Task 3: MRWAP Impervious Restoration Policy Documents Update

- Impervious Restoration Program Policy Document Draft submitted and under review. Fee-in-Lieu Program Policy Document - Adopted into the FY26 Master Fee Schedule at the July 2025 Town Council Meeting.
- As Adopted:
    - As part of the SoLoCo Stormwater Design Manual, developers may submit for MEP when the proposed development site has constraints or limitations to which prevent SoLoCo Stormwater Design Manual requirements from being met, specifically stormwater retention volume (SWRv) requirements. SWRv is the volume of stormwater runoff that a stormwater management system can store and treat to improve water quality. The MEP submittal must provide documentable evidence of the process the applicant has performed that demonstrates the restrictions to the use and implementation of the Best Management Practices (BMPs) to meet the SWRv requirements.
    - When a development project cannot accommodate the required SWRv due to on-site constraints identified in the approved MEP analysis, the developer could opt to pay a Fee-In-Lieu (FIL) to the Town of Bluffton for the shortfall according to the FIL fee schedule to be adopted as part of the FY26 budget Master Fee Schedule. Funds collected through FIL payments would then be used by the Town to fund other qualified uses that protect water quality within the same watershed as the original project including:
        - The construction and maintenance of impervious restoration program water quality BMPs;

- Purchase of land for increased conservation areas, application of Better Site Design to the approved Master Plan, buffers, undisturbed open space, and natural resource of significance areas, and
- Purchase of development rights.

o FIL payment would be based and equal to a unit of SWRv in cubic feet or designating a conservation area/easement area that protects a qualified natural resource that would otherwise require the same SWRv treatment if developed. The monetary value for a unit of SWRv would be based on the current and typical costs for land as well as associated costs for design, construction, construction management, Town program management, post-construction inspection, and ongoing maintenance of water quality BMPs. The SWRv FIL rate would be found as part of the Town's Master Fee Schedule, under Section VII "Stormwater Management Fees,", allowing for annual review and updates as needed based on the Consumer Price Index (CPI) or based on updated information regarding the cost of water quality BMP construction and maintenance, changes in the construction industry, availability of supplies, etc. If the developer and/or private property owner take responsibility for maintaining the BMP or provide land, then the associated cost for a unit of SWRv could be lessened accordingly.

Item/Description	Fee
Fee-In-Lieu (FIL) For projects with an approved Maximum Extent Practicable (MEP) submittal, the FIL amount is calculated based on an applicant's shortfall, in cubic feet (CF), of the required Stormwater Retention Volume (SWRv).	$151.92/CF of SWRv

- ToB CIP Project Impervious Restoration Program & incentives – Draft document in process.
- ToB SWrv Credit Trading Program - (under evaluation)

4. Other, Related MRWAP Recommendations

Background:

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

Other, Related MRWAP Recommendations Update:

- Town is in progress of incorporating volume reduction BMPs within existing and future CIP projects to the MEP. Specific projects currently in progress include:

- Bridge Street Streetscape Project
  - Water quality monitoring has been completed
- Pritchard Street Drainage Improvement Project
  - Incorporated Infiltration BMPs within the project to capture and treat 1.95" of rainfall over impervious surfaces within the project area, prior to discharge into Heyward Cove.
  - Submitted Section 319 Grant proposal to DHEC to cost-share cost of construction of proposed BMPs. Pre-proposal was accepted, and Full Proposal was requested by DHEC. Under Review.
  - Coordinated approval for proposed improvements with Beaufort County School District and Beaufort County on pool operation impacts. Updated Bid Ready submittal from consultant 7/9/25 pending.
  - Easement acquisition documents have been finalized, and easement acquisitions have been initiated.
  - Follow-up/complete permitting submissions.
  - Project anticipated to be advertised for construction in 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.

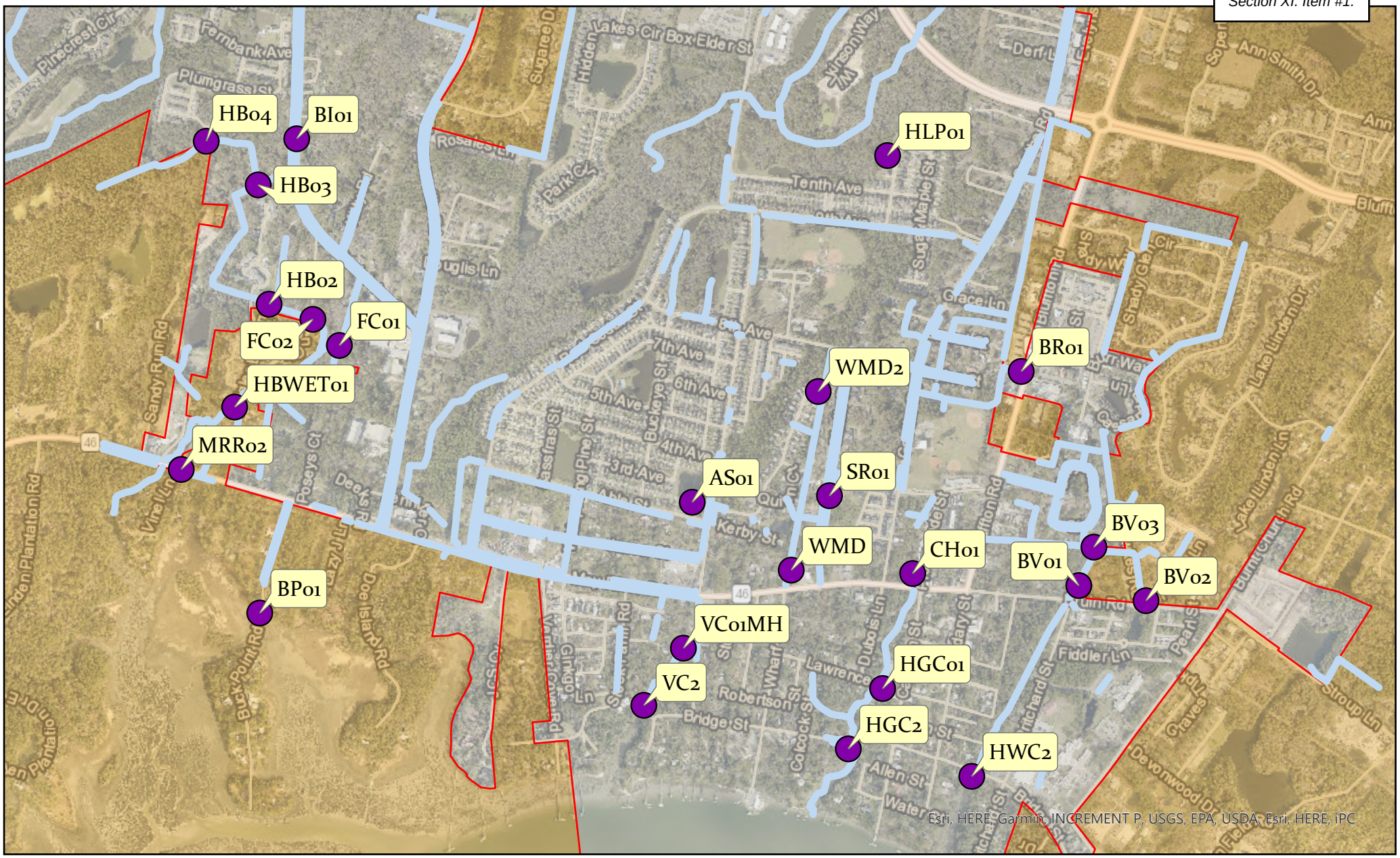
MRWAP Water Quality Program Recommendations Update:

- 5.1.1 In-House Microbial Source Tracking:
  - Staff have collaborated with Dr. Tye Pettay and the USCB Microbial Source Tracking (MST) Laboratory to develop new markers for tracking fecal contamination in the May River Watershed. The primary goal is to identify the sources of bacteria and establish effective mitigation plans. The human genetic marker remains the main focus of the Town's MST sampling program, as it poses the greatest risk to human health.
  - With the introduction of the new MST markers, Town staff have initiated a targeted MST sampling program, starting with the Crooked Cove subwatershed. The Town has now expanded this program into the Heyward, Huger, and Verdier Cove subwatersheds. The MST Program examines multiple potential sources of contamination, including human, dog, deer, horse, and bird waste. Staff are collecting samples during five (5) wet weather events and five (5) dry weather events to characterize each subwatershed.
  - Based on the results of this MST sampling, staff have begun targeted education efforts in these subbasins for dog bacteria and will continue in the other areas of study.
- 5.1.2 Future (New) Bacteria Monitoring Locations & 5.1.3 Future (New) Water Flow Monitoring Locations

- Staff are working with the Director of Compliance and Contracts to finalize a contract for work associated with the calibration of the Town's May River Watershed Action Plan model.
- The Town has Fiscal Year 2026 (FY26) funding for this work.

			Summary of All Targeted Microbial Source Tracking Marker Results To-Date									
			Human		Dog		Horse		Bird		Deer	
Sub-basin	Sampling Location	Location Description	Human (Number Times Detected/ Number Times Analyzed)	Percent of the Time Human Detected at Sampling Location	Dog (Number Times Detected/ Number Times Analyzed)	Percent of the Time Dog Detected at Sampling Location	Horse (Number Times Detected/ Number Times Analyzed)	Percent of the Time Horse Detected at Sampling Location	Bird (Number Times Detected/ Number Times Analyzed)	Percent of the Time Bird Detected at Sampling Location	Deer (Number Times Detected/ Number Times Analyzed)	Percent of the Time Deer Detected at Sampling Location
SCDES May River Shellfish Stations	19-19	May River at First Dock in Headwaters past Bluff	5/77	6.49%	2/12	15.38%	0/7	0.00%	6/12	50.00%	3/13	23.08%
	19-19A	Unnamed Tributary near SW corner of Gascoigne Bluff	3/77	3.90%	4/11	50.00%	0/7	0.00%	4/10	40.00%	3/11	27.27%
	19-19B	Bend in May River nearest the high bluff of Palmetto Bluff	4/75	5.33%	4/11	36.36%	1/7	14.29%	1/3	33.33%	1/9	11.11%
	19-19C	First Unnamed Tributary leading from Gascoigne Bluff	3/75	4.00%	2/11	18.18%	0/7	0.00%	3/9	33.33%	1/10	10.00%
	19-24	May River at Southern End of Crane Island	1/75	1.33%	2/15	13.33%	0/7	0.00%	8/14	57.14%	1/13	7.69%
Crooked Cove	HB04	Wetland area behind The Gray's Apartments	2/5	40.00%	1/5	20.00%	0/5	0.00%	0/5	0.00%	5/5	100.00%
	BI01	Buck Island Road Ditch	0/10	0.00%	4/9	44.44%	0/9	0.00%	0/9	0.00%	5/9	55.56%
	HB03	Wetland area behind The Gray's Apartments	1/7	14.29%	3/6	60.00%	1/6	16.67%	0/6	0.00%	4/6	66.67%
	HB02	Entrance to The Gray's Apartments	3/9	33.33%	4/8	50.00%	0/8	0.00%	0/8	0.00%	3/8	37.50%
	FC02	Frierson's Circle	2/10	20.00%	5/9	55.56%	0/9	0.00%	1/3	33.33%	3/9	33.33%
	HBWET01	Wetland area at Vista View Apartments	3/10	30.00%	2/9	22.22%	0/9	0.00%	1/9	11.11%	3/9	33.33%
	MRR02	Drainage ditch next to Cahill's	1/10	10.00%	7/9	77.78%	0/9	0.00%	0/9	0.00%	3/9	33.33%
	FC01	Frierson's Circle	1/9	11.11%	1/9	11.11%	0/9	0.00%	0/9	0.00%	1/9	11.11%
	BP01	Buck Point Road	0/5	0.00%	4/5	80.00%	0/5	0.00%	0/5	0.00%	1/5	20.00%
Heyward Cove	BR01	Drainage ditch near Taylor's Warehouses on Bluffton Rd	2/10	20.00%	3/9	33.33%	0/9	0.00%	0/9	0.00%	0/9	0.00%
	BV01	Drainage ditch at the intersection of Bruin Rd and Pritchard St	1/10	10.00%	4/9	44.44%	0/9	0.00%	0/9	0.00%	1/9	11.11%
	BV02	Drainage ditch at intersection of Hawkes Rd and Pritchard St	1/10	10.00%	2/9	22.22%	0/9	0.00%	0/9	0.00%	0/9	0.00%
	BV03	Drainage ditch at the end of Hawkes Rd	0/10	0.00%	5/9	55.56%	0/9	0.00%	0/9	0.00%	1/9	11.11%
	HWC2	Heyward Cove overpass on Bridge St	5/7	71.43%	7/7	100.00%	0/7	0.00%	2/7	28.57%	2/7	28.57%
Huger Cove	HGC01	Drainage ditch on Lawrence St	5/10	50.00%	5/9	55.56%	0/9	0.00%	1/9	11.11%	0/9	0.00%
	HGC2	Huger Cove overpass on Bridge St	4/7	57.14%	6/7	85.71%	0/7	0.00%	0/7	0.00%	0/7	0.00%
Verdier Cove	HLP01	Pond on Honey Locust Ave	0/4	0.00%	2/3	66.67%	0/2	0.00%	0/2	0.00%	0/2	0.00%
	SR01	Drainage ditch off Shultz Rd	0/3	0.00%	1/2	50.00%	0/1	0.00%	0/1	0.00%	0/1	0.00%
	AS01	Pond at corner of Able St and Pin Oak St	0/4	0.00%	1/3	33.33%	0/2	0.00%	0/2	0.00%	0/2	0.00%
	WMD	Drainage ditch adjacent to Watershed building	3/3	100.00%	1/2	50.00%	0/1	0.00%	1/1	100.00%	0/1	0.00%
	WMD2	Bginning of drainagge ditch running behind the Watershed building	0/1	0.00%	1/1	100.00%	-	-	-	-	-	-
	VC01MH	Verdier Cove outfall on Thomas Heyward St	0/4	0.00%	1/3	33.33%	0/2	0.00%	0/2	0.00%	0/2	0.00%
	VC2	Kayak dock in Stock Farm	0/2	0.00%	1/2	50.00%	0/1	0.00%	0/1	0.00%	0/1	0.00%

Results as of 08/11/25



Town of Bluffton
Targeted MST Sampling Locations

Legend

Targeted MST Sampling Locations

Targeted MST Sampling Locations

Drainage Channels

Jurisdiction

BEAUFORT COUNTY

BLUFFTON

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

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

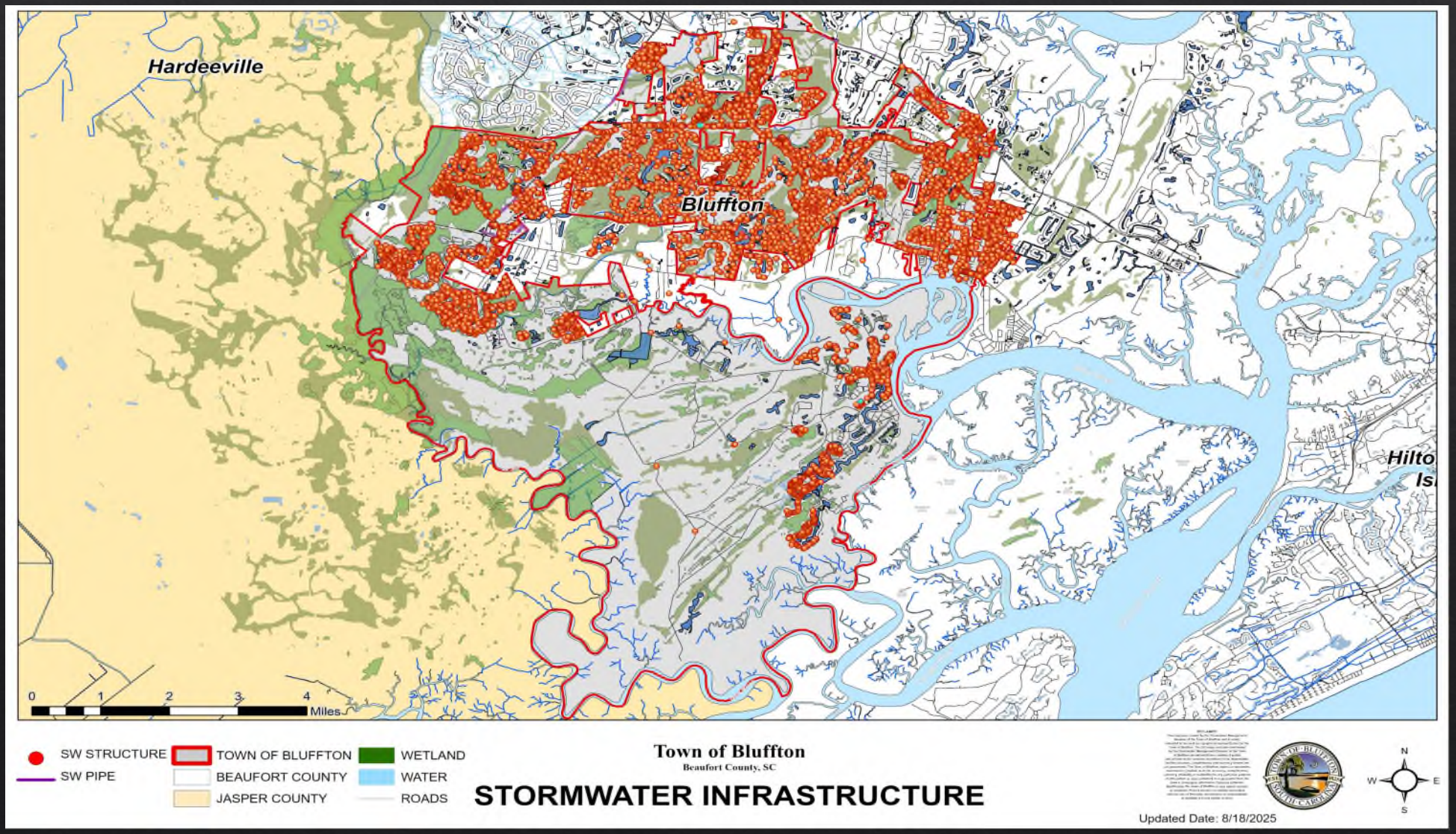
REGULAR MEETINGS ARE HELD THE 4th THURSDAY OF THE MONTH AT 3:00 P.M.

Please Note:

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

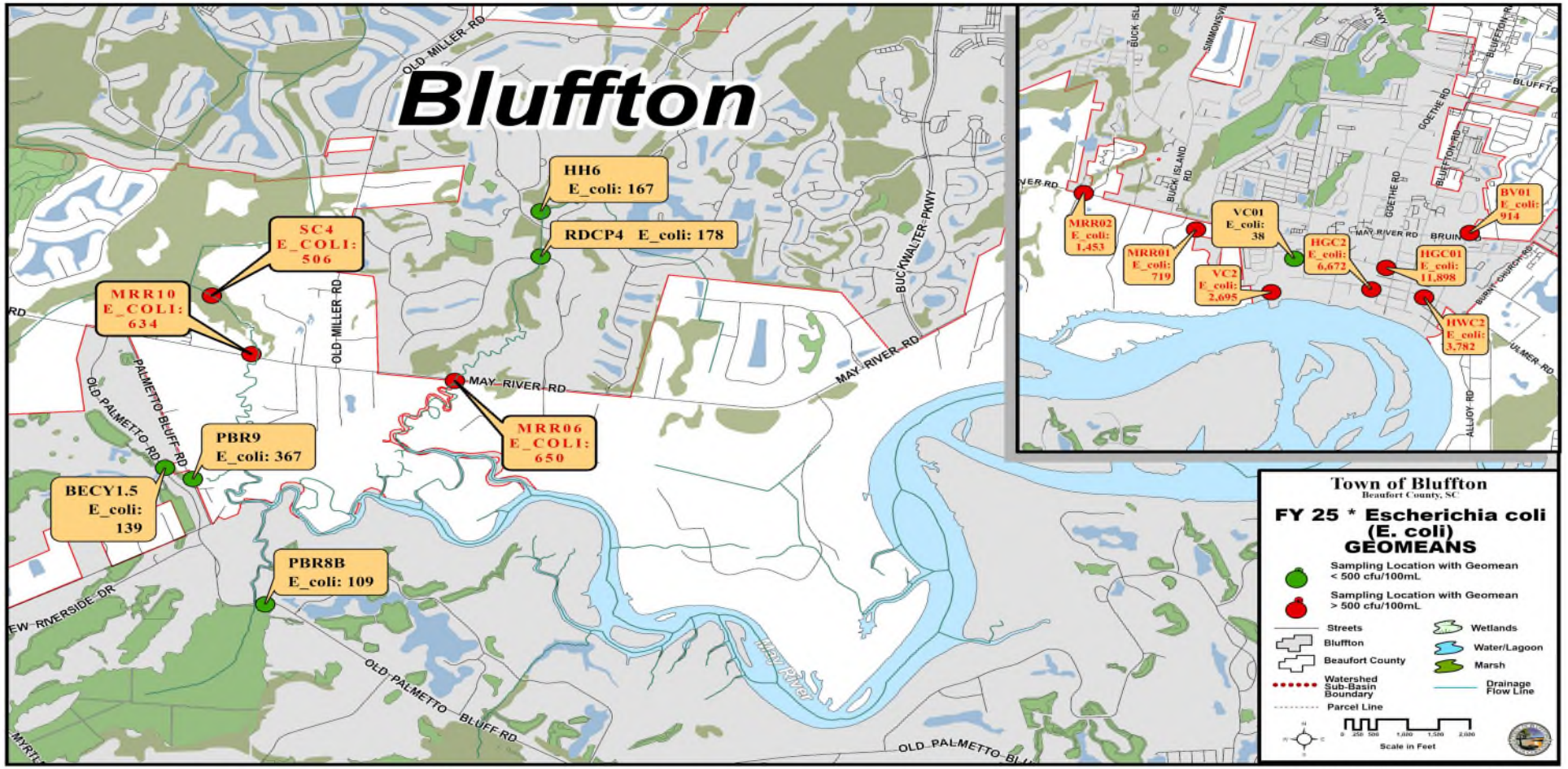
APPROVED

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



Stormwater Infrastructure Inventory Collection Status	
Collection Totals	18,562
FY 2026 YTD	477

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



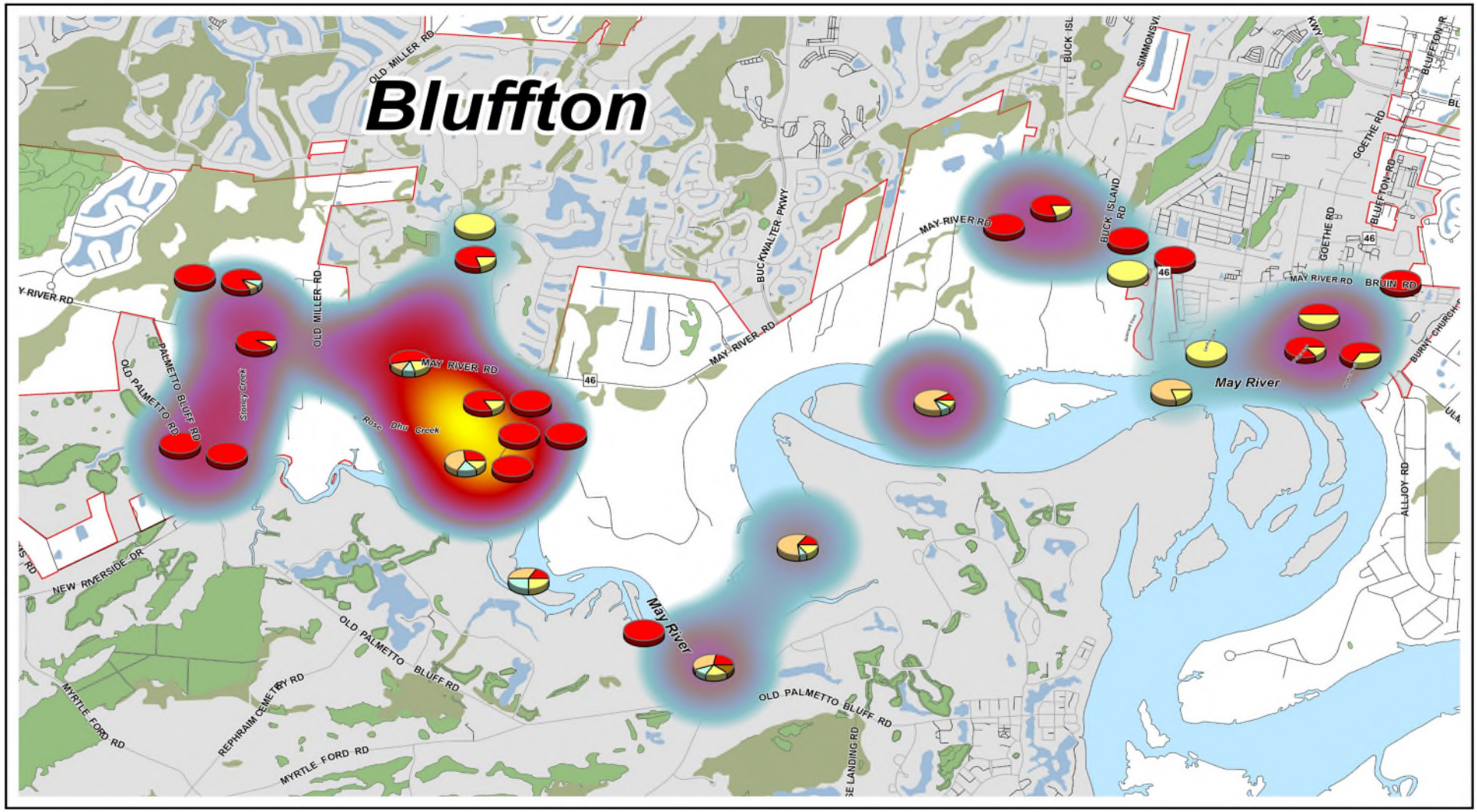
This map does not reflect water quality data collected during Targeted MST Sampling.

* No FY26 Action Plan or Monthly water quality samples have been collected to date. FY26 data will be reported next month.

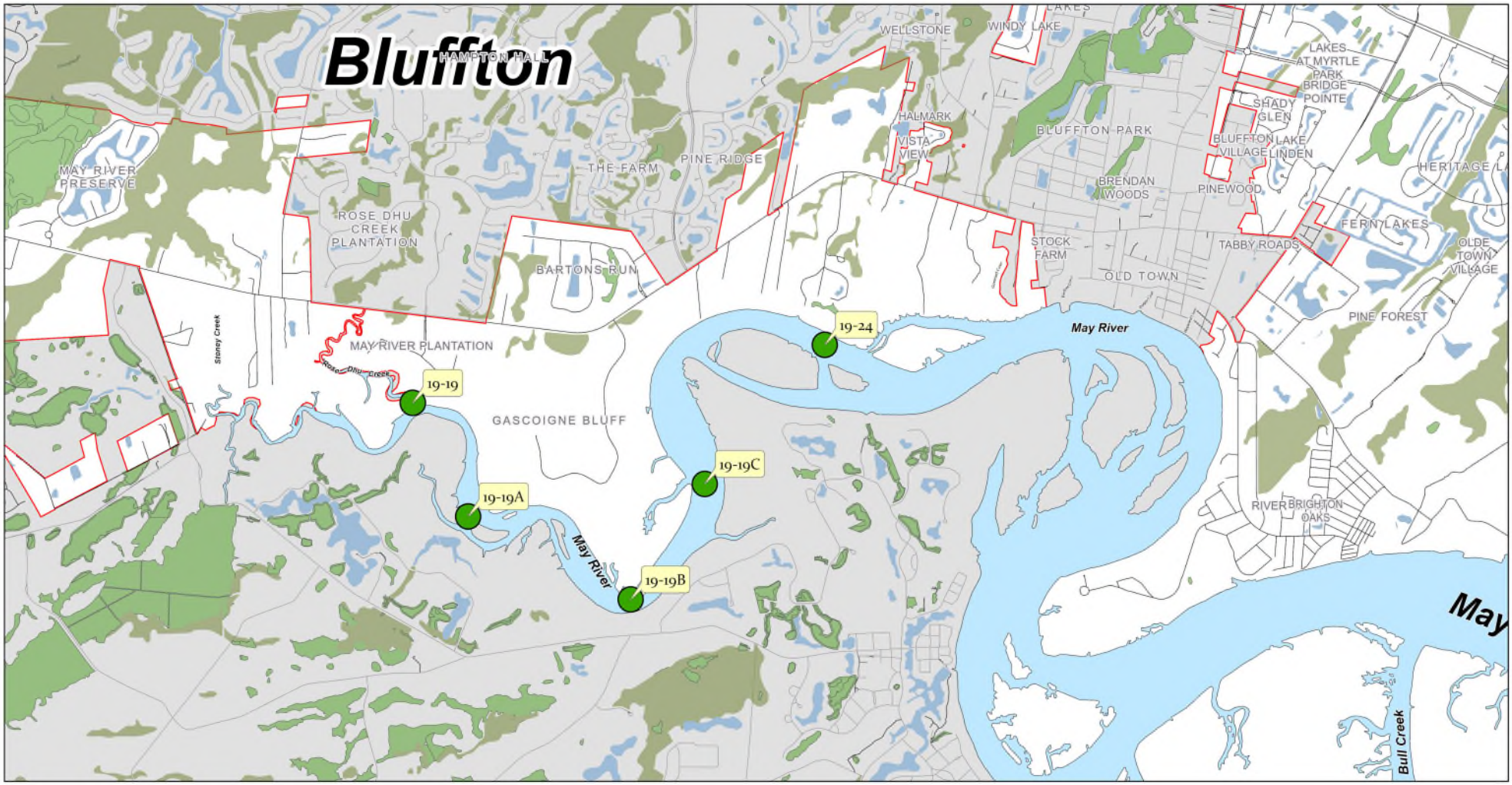
	USCB Water Quality Samples	Microbial Source Tracking Samples	MS4 Quarterly Samples Collected
FY 2026 YTD Totals	805	120	0
FY 2025 Totals	738	263	206
FY 2024 Totals	620	62	209

Totals include only samples submitted for laboratory analysis, and not *in sit*

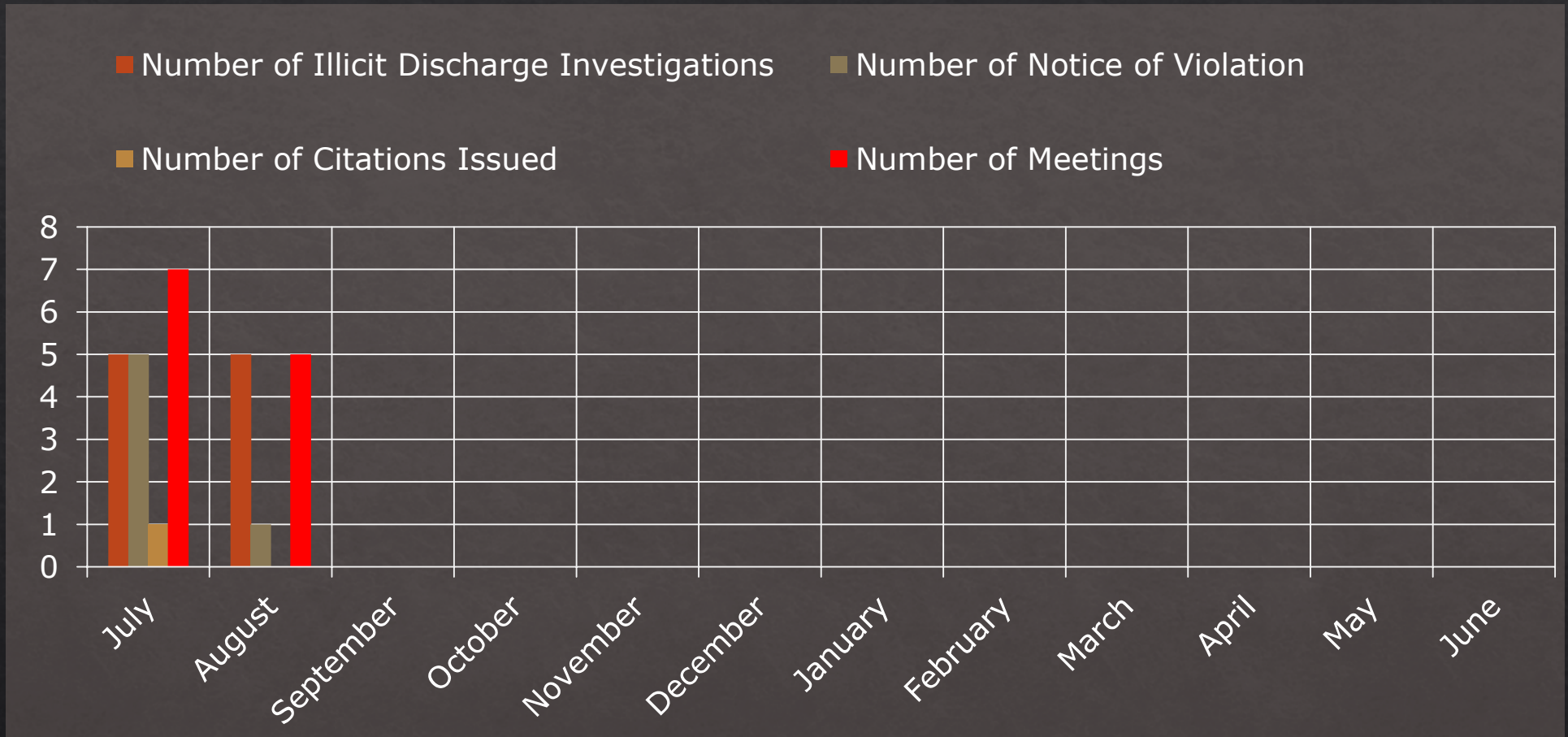
MS4 Minimum Control Measure #3 – IDDE: Microbial Source Tracking (MST) Trend Map



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

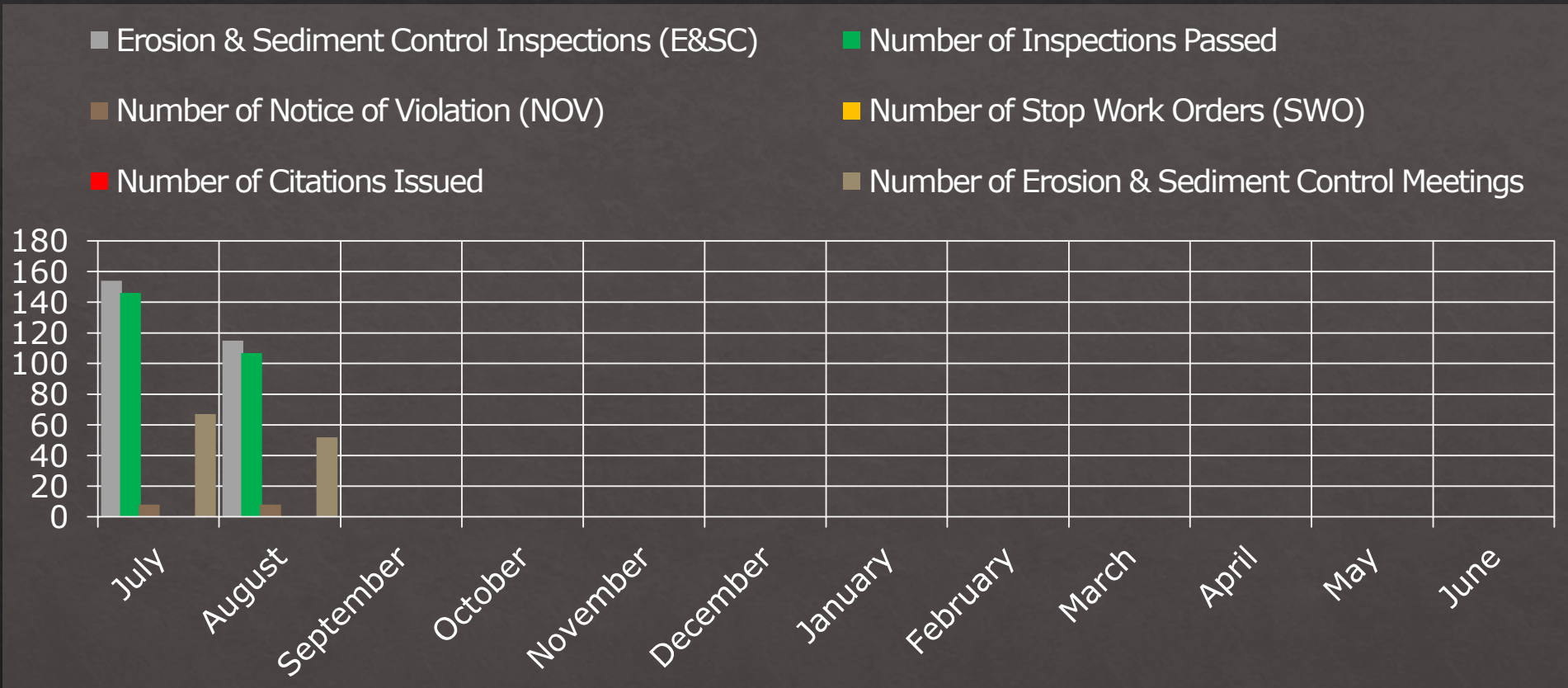


MS4 Minimum Control Measure #3 – IDDE: Illicit Discharge Investigations



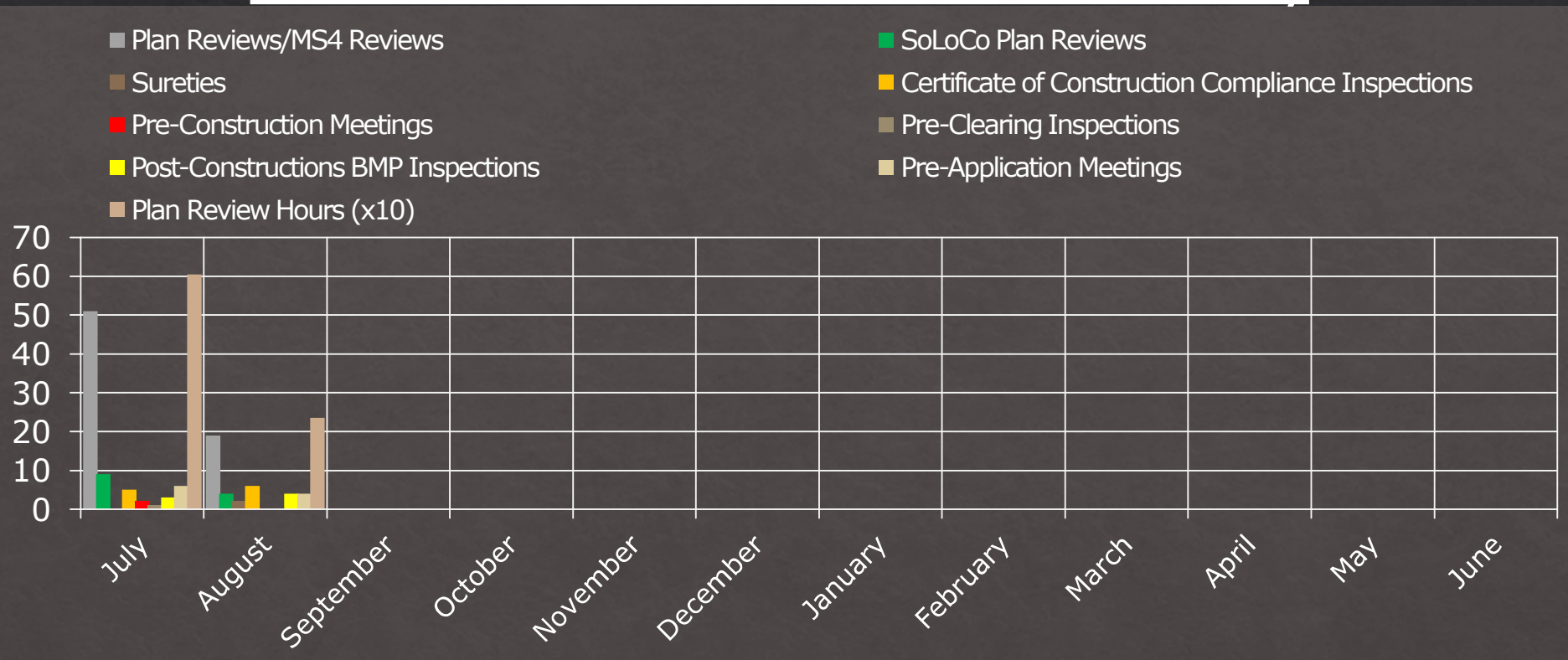
	Number of Illicit Discharge Investigations	Number of Notices of Violation Issued	Number of Citations Issued	Number of Meetings
FY 2026 YTD Totals	10	6	1	12
FY 2025 Totals	20	15	1	9
FY 2024 Totals	33	15	15	35

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



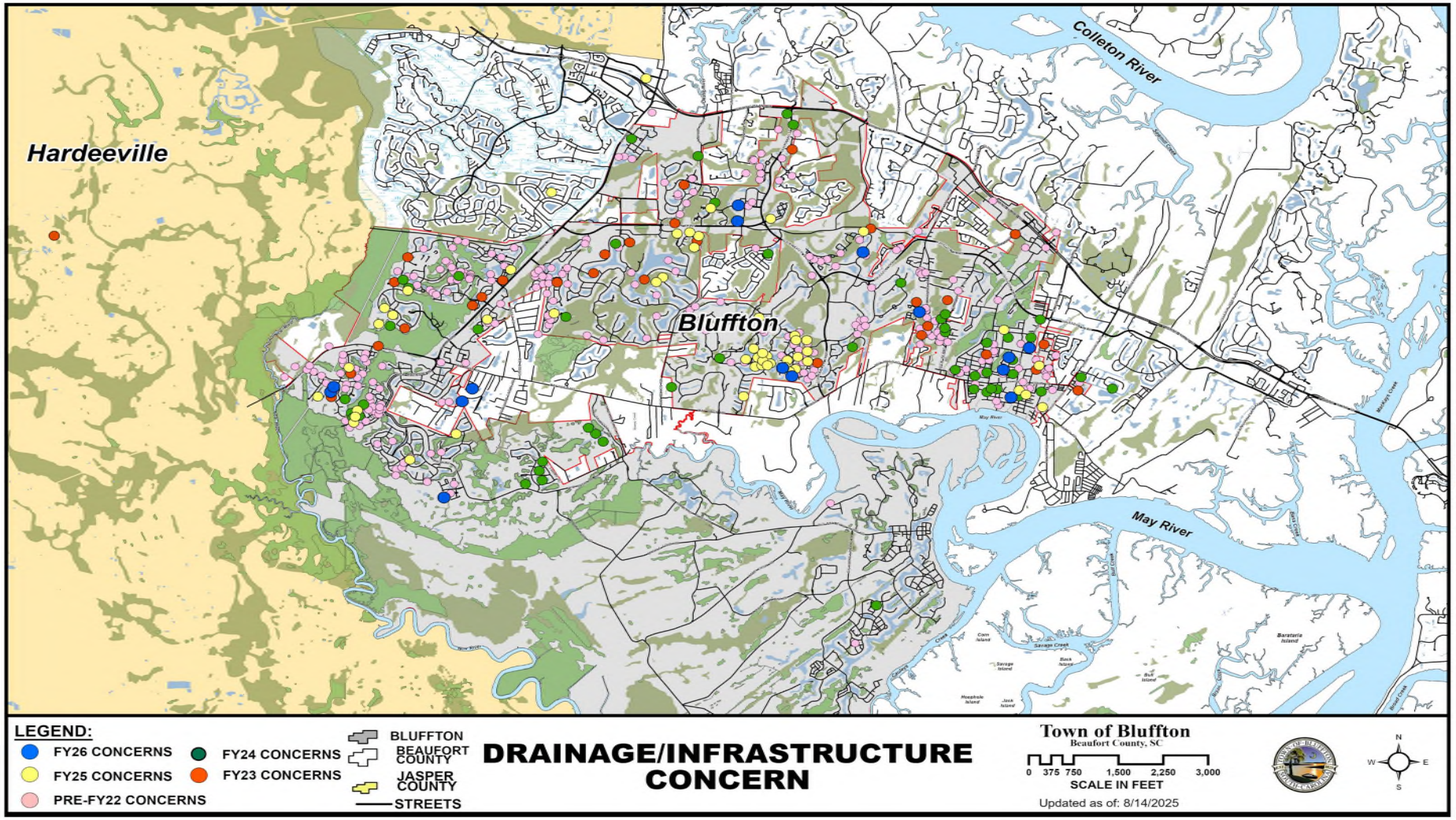
	Number of Sediment & Erosion Control Inspections	Number of Inspections Passed	Number of NOVs Issued	Number of SWO Issued	Number of Citations Issued	Number of E&SC Meetings
FY 2026 YTD Totals	269	253	16	0	0	119
FY 2025 Totals	1,445	1,331	114	8	0	681
FY 2024 Totals	1,875	1,767	103	10	0	51

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



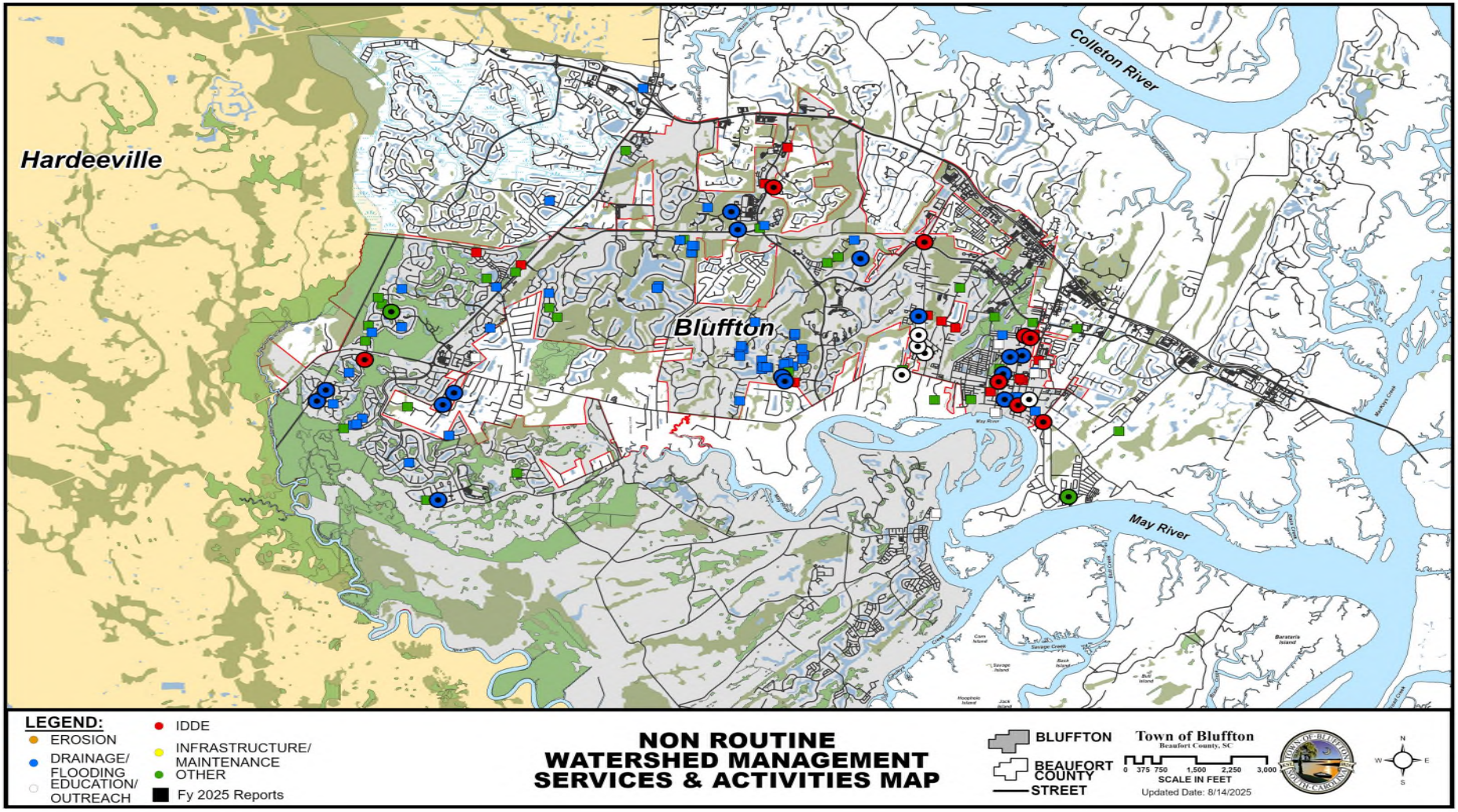
	Plan Reviews MS4 Reviews	SoLoCo Plan Reviews	Sureties	CCC Inspections	Pre-Construction Meetings	Pre-Clearing Inspections	Post Construction BMP Inspections	Pre-Application Meetings	Total Plan Review Hours
FY 2026 YTD	70	13	2	11	2	1	7	10	84 Hrs.
FY 2025 Totals	430	76	48	74	26	22	55	63	356 Hrs.
FY 2024 Totals	330	63	27	69	37	28	48	47	283 Hrs.

Citizen Drainage, Maintenance and Inspections Concerns Map



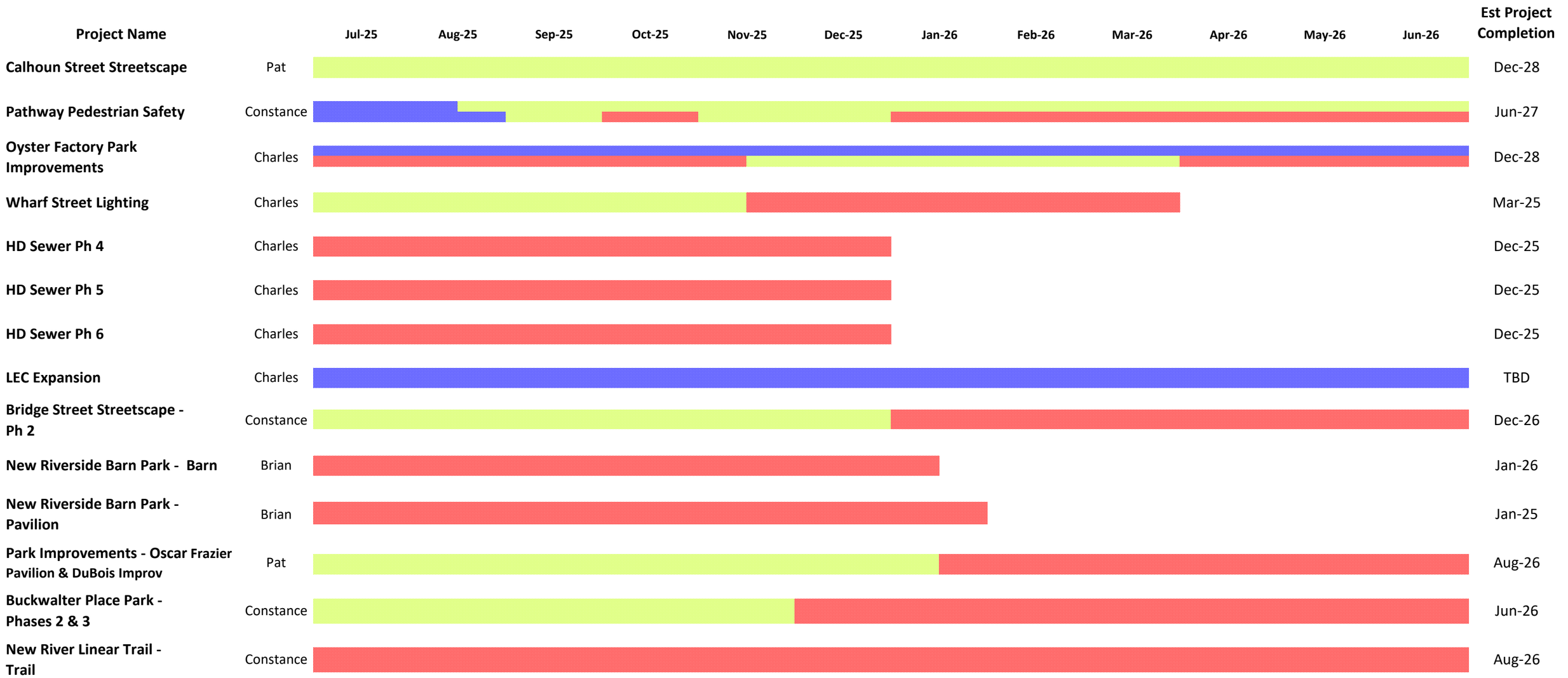
	Number of Drainage Concerns Investigated	Number of Meetings
FY 2026 YTD Totals	11	14
FY 2025 Totals	53	40
FY 2024 Totals	47	13

Citizen Request for Watershed Mngt. Services & Activities Map



	Number of Citizen Requests Investigated	Number of Meetings
FY 2026 YTD Totals	33	17
FY 2025 Totals	105	65
FY 2024 Totals	137	40

FY26
CIP Master Project Schedule



Planning* Design** Construction***

**Planning includes surveying, environmental and cultural investigations, initial master planning and other due diligence reports and studies.*

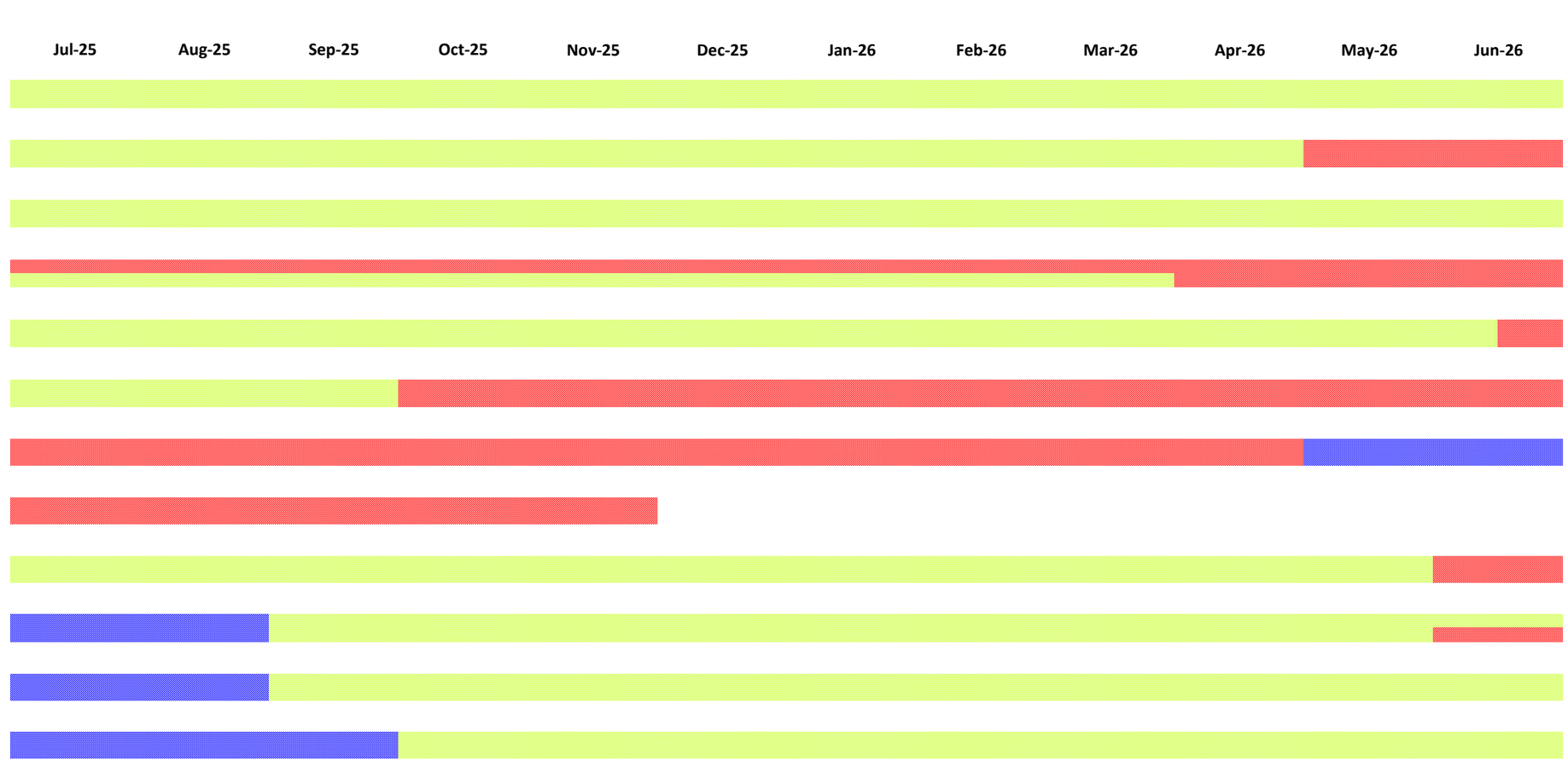
***Design includes conceptual, preliminary and final design, construction documents, permitting, easement acquisition and bidding.*

****Construction includes contracts, geotechnical reports, all horizontal and vertical construction, construction administration, as-builts and final closeout.*

SUBJECT TO CHANGE

FY26
CIP Master Project Schedule

Project Name		Project Completion
Ghost Roads	Mark	TBD
Boundary Street Streetscape	Charles	Dec-26
Comprehensive Drainage - Crooked & Guerrard Coves	Dan	Feb-26
Sarah Riley Hooks Cottage & Civil Design	Pat	Jun-26
Stoney Crest Campground/ Old Palmetto Bluff Road	Kim	Jun-26
Pritchard Street Drainage	Dan	Jul-26
Affordable Housing	Mark	TBD
Buckwalter Place Commerce Park	Mark	TBD
New Riverside Barn Park - Public Services Building	Brian	Jun-27
New Riverside Barn Park - Phase 2 Trails & Disc Golf	Pat	Jun-27
Buck Island/Simmonsville Neighborhood Park	Pat	Mar-27
Watershed & Public Services Building Renovation	Mark	Jun-28



Planning* Design** Construction***

**Planning includes surveying, environmental and cultural investigations, initial master planning and other due diligence reports and studies.*

***Design includes conceptual, preliminary and final design, construction documents, permitting, easement acquisition and bidding.*

****Construction includes contracts, geotechnical reports, all horizontal and vertical construction, construction administration, as-builts and final closeout.*

SUBJECT TO CHANGE

TOWN COUNCIL STAFF

REPORT
Public Services Department

MEETING DATE:	September 09, 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

- Working on wood replacement for bench to be installed at Town Hall
- Town Hall Roof top HVAC unit repaired
- Town Hall Court area HVAC unit repaired
- Replaced ceiling tiles at Town Hall
- Cleaned mini split filters and replaced at Garvin Garvey House
- Repaired lights at Calhoun Dock & bulkhead
- Oscar Frazier & DuBois restroom repairs
- Started up new HVAC unit in LEC Evidence area
- Window tint at DRC office doors
- Sign repair at Oyster Factory
- Re-contoured and graded Stormwater parking lot
- Toilet repair Martin family park
- New fence at Pritchard Pocket Park
- Repainted sign for Calhoun & Green
- Installed new Trash Receptacles at Oscar Frazier Pavillion
- Replaced A/C unit in LEC “Q” Shed
- Hardware installation at DRCI
- Formed & poured concrete pad for new bench at Town Hall
- Installed new bench for Bus stop at Town Hall
- Assembled and installed new desk at Stormwater Building
- Dock repairs at Oyster Factory Dock
- Setup temp AC units for Town Hall Court Offices while we wait for parts to repair unit
- HVAC repairs at Town Hall completed
- Re-installed two in-street crosswalk signs on Bruin Rd
- Removed dead tree at Dubois Lane near May River Rd
- Move wall mounted TV’s at LEC
- Replaced two light fixtures at Jennie
- Fence repair at Dubois Ln- tree limb fell and damaged
- Filled sink hole at edge of pavement on Goethe Rd near Bluffton Pkwy
- Straighten up sign at Wharf and 46
- Cleared access path on Town Owned property behind Bluffton Park Town Houses off Sugar Maple Street and Sugar Maple Lane
- Removed Independence banners & installed Back to School Banners
- Installed new fence at bluff of Pritchard Pocket Park
- Prepped Street signs for Buckwalter Place for new printing
- Replaced cross walk pylon on Mellichamp
- Painted columns at Town Hall

- Fixed table in Town Managers office
- Replaced all flush valves at Martin Family Park restrooms
- Replaced two interior lights in Stormwater Building
- Replaced damaged electrical box at Oyster Factory Pavillion
- Removed hornets' nest at New Riverside Barn Park (Owl & back pavilion)
- Set new pots at May River Rd across from Dollar General
- Graded along Oyster Factory Boat Ramp
- Cut roadsides along New Riverside Barn Park
- Graded Pritchard Street (South end)

5. PREPPING FOR SPECIAL AND CIVIC EVENTS

- Set up and support for the following events:
  - Farmers Market at Martin Family Park (x4)
  - Supported Back-to-School Fun Day

6. EQUIPMENT MAINTENANCE AND REPAIR

- Ordered parts for Ford Ranger
- Serviced Exmark Batwing Mower
- Installed roof ladder rack on new van
- Started upfit of interior for new van
- Serviced and changed blades on Kubota ZG327 mower
- Belt pully repairs and replacement on Batwing mower
- Picked up Genie lift from repair show in Savannah
- Repaired ignition on the Ford Ranger
- Worked on Toyota Tundra
- Service to Nifty lift
- Replaced muffler on Kubota UTV
- Finished repairs on Toyota Tundra
- Installed new tires on Kubota mower

7. TRAINING

- Staff completed weekly training topics

8. BEAUTIFICATION COMMITTEE

- August Cancellation Notice Attached

9. ATTACHMENTS

- Public Services Monthly Cost Report - Below

Public Services Monthly Cost Reports – August 2025 *(Cost Includes Labor and Equipment)*

ASSETS AND EVENTS	COST
FACILITIES	$18,188.00
PARKS	$20,818.00
ROADS AND TRAILS	$8,139.00
SPECIAL EVENTS	$400.00

PUBLIC NOTICE

The Beautification Committee (BC)

Meeting scheduled for

Thursday, August 21, 2025 at 9:00 a.m.

Has been CANCELED

due to a lack of agenda items.

The next meeting is scheduled for Thursday, September 18, 2025.

If you have questions, please contact

Public Services at: 843-706-4582

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

August 2025

Overview:

August was a productive month at the Don Ryan Center for Innovation as renovations continued, digital advancements accelerated, and team expansion enhanced our operational capacity. The hiring of our new part-time Innovation Manager, Evan Welsh, supports our strategic goals around entrepreneurship and AI integration. Our team made strong progress in agent development using Microsoft Copilot, engaged new mentors, hosted meaningful community events, and advanced several new and existing program companies. These efforts reinforce DRCI's mission to foster innovation and small business success across the region.

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**

GROWTH Companies:

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

- **Bluffton Electric**
- **Delta Roofing**
- **Nexus Business Technology**

THRIVE Companies

Ongoing long-term work with established Growth companies

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

Mentor Program

Mentorship Network:

- Held introductory meetings with new mentors: Don Gazzelle and Everett Carney
- Continued conversations with Rob Hickernell on AI-based advisement strategies
- Ongoing review and edits of the Mentor Handbook
- Completed a mentor outreach initiative to confirm active participation and updated the official mentor list
- Scheduled Mentor working lunch to examine improvement ideas for program meetings

Economic Development Update

- Continued tenant discussions for "Tenant 103" at The COVE
- Met with *Tim Dolnik* and *BCEDC* on COVE lease opportunities and economic strategy
- Engaged with *Spartina 449* to collect additional details for EDIP evaluation
- Participated in economic grant-related work

Operations, Events and Meetings:

- New Hire: Evan Welsh joined DRCI as the PT Innovation Manager
- Hosted GBCC Lunch & Learn at The HUB
- Spoke at GBCC Coffee and Connections and "Know Your Benefits" events
- Finalized and submitted bylaw changes to Town Council for review—including creation of the "Don Ryan Family Seat on the Board
- Reviewed SC Relentless Challenge Grant opportunity
- Met with Peter Keane to explore AI business strategy and regional connections

- Hosted USCB Leadership Retreat at The HUB
- Presented DRCI 101 to new Hardeeville Clerk Esveidi Noriega and Town Hall's Kristy Carge
- Participated in tech coordination meeting for The HIVE
- Whiteboards installed and privacy film added as part of DRCI renovations
- Continued filming for the Client Stories video series
- Discussions with Derek Hopkins about clinic/supplement business
- Hosted meeting with Samantha Dunne (LoCo Soda) to learn more about business plans
- Exploratory call with Furman University to learn more about their AI program
- Created an AI agent for staff report and ordinance packet generation
- Drafting materials for internal motion and summary documentation
- Initial phone call with HEROES Belleau Wood Tavern

Partnerships

Key Collaborations:

- **Hardeeville:** Diversity Nursing starting the Hardeeville STARTUP program end of this month. Attended their Ribbon Cutting ceremony. Scheduled regular quarterly updates with Hardeeville City Manager Josh Gruber
- **BlacQuity:** Next Cohort started August 20
- **Beaufort County Economic Development Corporation:** Ongoing collaboration on multiple impactful projects including collaboration. Attended board meeting.
- **Greater Bluffton Chamber:** Participated in numerous ribbon cuttings, showcasing the growth and expansion of local businesses and attended. Continuing to host lunch and learns for the GBCC and represented DRCI at their monthly Member Benefits Meeting
- **Hilton Head – Bluffton Chamber:** Attended several ribbon cuttings and networking events
- **Hispanic Business Association of the Lowcountry:** Ongoing membership, Met with Alex to discuss space at the COVE and potential tenants for the first floor. Registered for the Connecta Business Expo in October
- **Beaufort County Airport Board:** David Nelems is a member of this Board
- **Beaufort Digital Corridor:** David Nelems is a member of this Board

GROWTH MANAGEMENT UPDATE

September 9, 2025

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

   a. **Planning Commission:** August 27, 2025, meeting agenda attached. Next meeting scheduled for Wednesday, September 24, 2025.

   b. **Historic Preservation Commission:** August 6, 2025, meeting agenda attached. Next meeting scheduled for Wednesday, September 3, 2025.

   c. **Board of Zoning Appeals:** August 5, 2025, cancellation notice attached. Next meeting scheduled for Tuesday, September 2, 2025.

   d. **Development Review Committee:** August 6, 13, & 20, 2025, meeting agendas attached. August 27, 2025, cancellation notice attached. Next meeting scheduled for Wednesday, September 3, 2025.

   e. **Historic Preservation Review Committee:** August 18, 2025, meeting agenda attached. August 4, 11, & 25, 2025 cancellation notices attached. Next meeting scheduled for Monday, August 4, 2025.

   f. **Construction Board of Adjustment and Appeals:** August 26, 2025, cancellation notice attached. Next meeting scheduled for Tuesday, September 23, 2025.

   g. **Affordable Housing Committee:** August 7, 2025, cancellation notice attached. Next meeting scheduled for Thursday, September 4, 2025.

2. **Community Development / Affordable Housing Committee Work Program:**

   The budget for the Neighborhood Assistance Program for FY 2026 has been approved at $450,000 by Town Council.

   Thirteen homes have received home repairs at a total of $99,552. These repairs consisted of roofing, flooring, decks and plumbing.
   One address has received tree services for $761.
   A total of $100,313 has been paid out to date.

   Applications are being processed weekly, and contractors are responding to estimate requests promptly.

ATTACHMENTS:

1. Planning Commission meeting agenda for August 27, 2025.
2. Historic Preservation Commission meeting agenda notice for August 6, 2025.
3. Board of Zoning Appeals cancellation notice for August 5, 2025.
4. Development Review Committee meeting agendas for August 6, 13, & 20, 2025. August 27, 2025, cancellation notice.
5. Historic Preservation Review Committee meeting agenda for August 18, 2025. Cancellation notices for August 4, 11, & 25, 2025.
6. Construction Board of Adjustments and Appeals cancellation notice for August 26, 2025.
7. Affordable Housing Committee cancellation notice for August 7, 2025.
8. Building Permits and Planning Applications:
    a. Building Permits Issued FY 2019-2026 (to August 25, 2025).
    b. Building Permits Issued Per Month FY 2019-2026 (to August 25, 2025).
    c. Value of Construction FY 2019-2026 (to August 25, 2025).
    d. New Single Family Residential Building Permits Issued Per Month FY 2019-2026 (to August 25, 2025).
    e. New Single Family Residential Building Permits Issued by Neighborhood FY 2019-2026 (to August 25, 2025).
    f. New Single-Family Certificates of Occupancy Issued by Neighborhood FY 2019-2026 (to August 25, 2025).
    g. New Commercial Construction/Additions Heated Square Footage FY 2019-2026 (to August 25, 2025).
    h. Planning and Community Development Applications Approved FY 2019-2026 (to August 25, 2025).
    i. Multi Family Apartments Value FY 2019-2026 (to August 25, 2025).
    j. Multi Family Apartments Square Footage FY 2019-2026 (to August 25, 2025).
    k. Multi Family Apartments Total Units FY 2019-2026 (to August 25, 2025).
9. Planning Active Application Report

Planning Commission Meeting

Wednesday, August 27, 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. July 23, 2025 Minutes

V. PUBLIC COMMENT

VI. OLD BUSINESS

1. **121 Burnt Church Road (Development Plan):** A request by Anthony Morse 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 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)

VII. NEW BUSINESS

1. **The Goddard School (Development Plan):** A request by Kathleen Duncan of J.K. Tiller Associates, Inc. on behalf of David Johnson of Speyside Partners LLC for approval of a Preliminary Development Plan application. The project consists of the construction of a two-story day care building with associated infrastructure. The property is zoned Buckwalter Planned Unit Development (PUD) and consists of approximately 1.6 acres identified by tax map number R614 022 000 1128 0000 within the Washington Square Master Plan. (DP-06-25-019796) (Staff - Dan Frazier)

2. **Livewell Terrace (Development Plan):** A request by Livewell Terrace LP on behalf of property owner Beaufort County for approval of a Preliminary Development Plan application. The project consists of the construction of a 120-unit apartment complex with a leasing office, future medical building and associated infrastructure. The property is zoned Buckwalter Planned Unit Development (PUD) and consists of approximately 10.09 acres identified by tax map number R610 030 000 0712 0000 within the Buckwalter Commons Phase 1 Master Plan. (DP-02-25-019581) (Staff - Dan Frazier)
3. **Seagrass Station Convenience Store (Development Plan):** A request by Girishkumar Patel for approval of a Preliminary Development Plan application. The project consists of the construction of a 6,000 SF convenience store, fueling station with associated infrastructure. The property is within the Village at Verdier Planned Unit Development (PUD) consists of 5.46 acres identified by tax map numbers R610 021 000 0652 0000 and R610 021 000 0824 0000 at the intersection of HWY 170 and Seagrass Station Road. (DP-06-25-019799) (Staff - Dan Frazier)
4. **1271 May River Road (Development Plan):** A request by Kathleen Duncan of J.K. Tiller Associates, Inc. on behalf of property owner Sharan Pyari Patel for approval of a Preliminary Development Plan application. The project consists of the construction of a 5,259 SF mixed use building and a 1,200 SF carriage house with associated infrastructure. The property is zoned Neighborhood General - Historic District (NG-HD) consists of 0.34 acres identified by tax map numbers R610 039 000 0557 0000 within the Old Town Bluffton Historic District. (DP-06-25-019806) (Staff - Dan Frazier)

VIII. DISCUSSION

IX. ADJOURNMENT

NEXT MEETING DATE: Wednesday, September 24, 2025

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

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, August 06, 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. July 2, 2025 Minutes

V. PUBLIC COMMENT

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **4 Head of the Tide:** A request by Andrew Brown, Applicant, on behalf of Henry Savage, Owner, for approval of a Certificate of Appropriateness - HD to enclose an existing covered porch of approximately 126 square feet to expand a kitchen and provide a new laundry room and mudroom at 4 Head of the Tide in OId Town Bluffton Historic District and zoned Neighborhood Conservation-HD. (COFA-05-25-019747) (Staff - Charlotte Moore)
2. **43 Thomas Heyward Street:** A request by George Hutson (GTH Construction), Applicant, on behalf of Megan C. Beach, Owner, for approval of a Certificate of Appropriateness-HD to add a shed dormer and convert a portion of the attic space of an existing 2-story residence into a "loft room" and bathroom of approximately 240 SF at 43 Thomas Heyward Street in Old Town Bluffton Historic District, and zoned Neighborhood General-HD (NG-HD). (COFA-05-25-019747) (Staff - Charlotte Moore)

3. **36 Bruin Road:** A request by James Atkins (Court Atkins Group), Applicant, on behalf of ABPAL, LLC, Owner, for approval of a Certificate of Appropriateness - HD to construct a 2-story commercial building of approximately 3,130 SF at 36 Bruin Road in OId Town Bluffton Historic District, and zoned Neighborhood General-HD. (COFA-05-25-019766) (Staff - Charlotte Moore)
4. **36 Wharf Street:** A request by Jamie Guscio (Kingfisher Construction), Applicant, on behalf of Kathy Barbina and Tim Harris, Owners, for approval of a Certificate of Appropriateness-HD to allow the construction of a new 2-story Carriage House of 1200 square feet. The property is in Old Town Bluffton Historic District, and zoned Neighborhood General-HD (NG-HD). (COFA-03-25-019657) (Staff - Charlotte Moore)
5. **27 Bridge Street:** A request by Jason Broene (Court Atkins Architects), Applicant, on behalf of Mike Nerhaus and Jessical Foley, Owners, for approval of a Certificate of Appropriateness-HD to amend an approved COFA-HD to allow the installed brick foundation to remain for the house under construction at 27 Bridge Street in OId Town Bluffton Historic District, and zoned Neighborhood Conservation-HD. (COFA-05-25-011989) (Staff - Charlotte Moore)
6. **106 Bridge Street:** A request by Ansley Manuel (Manuel Studio), Applicant, on behalf of Jeffrey Zehel, Owner, for approval of a Certificate of Appropriateness-HD to construct a 1-story single-family house of approximately 2,130 SF and a 2-story Carriage House of approximately 1,161 SF at 106 Bridge Street in OId Town Bluffton Historic District, and zoned Neighborhood General-HD. (COFA-03-25-019626) (Staff - Charlotte Moore)

VIII. DISCUSSION

1. Historic District Monthly Update. (Staff)

IX. ADJOURNMENT

NEXT MEETING DATE: Wednesday, September 3, 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.

PUBLIC NOTICE

The Board of Zoning Appeals (BZA)
Meeting scheduled for

Tuesday, August 5, 2025 at 6:00 p.m.

Has been CANCELED
due to a lack of agenda items.

The next meeting is scheduled for Tuesday, September 2, 2025.

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

Development Review Committee Meeting

Wednesday, August 06, 2025 at 1:00 PM

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

AGENDA

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

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **Palmetto Bluff Block M6 (Subdivision):** A request by Drew Lonker of Thomas & Hutton, on behalf of May River Forest, LLC, for approval of a Subdivision plan application. The project consists of creating twenty-three (23) single family lots with associated infrastructure. The property is in the Palmetto Bluff Planned Unit Development (PUD) consists of 39.5 acres 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 along Old Moreland Road. (SUB-06-25-019823) (Staff - Dan Frazier)
2. **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 Final Development Plan application. The project consists of the construction of a new freestanding 2,609 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)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, August 13, 2025

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

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

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Public comment is limited to 3 minutes per speaker.

Development Review Committee Meeting

Wednesday, August 13, 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 Hildebrand (Subdivision):** A request by Alexander Graham for the 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 0082 0000. The property is zoned Residential General and consists of approximately 0.50 acres located west of Goethe Road. (SUB-07-25-019835) (Staff - Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, August 20, 2025

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

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

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Public comment is limited to 3 minutes per speaker.

Development Review Committee Meeting

Wednesday, August 20, 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. **Church of the Cross at Buckwalter Temporary Classroom Trailer (Development Plan Amendment):** A request by Cross Outreach Ministries, Inc. for approval of a Final Development Plan Amendment. The proposed amendment consists of the addition of a 800 SF temporary classroom trailer onsite to be removed after completion of the cafeteria expansion. The property is zoned Buckwalter Planned Unit Development identified by tax map numbers R610 030 000 1853 0000 within the Church of the Cross campus. (DPA-04-17-010844) (Staff – Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, August 27, 2025

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

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

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

PUBLIC NOTICE

THE DEVELOPMENT REVIEW COMMITTEE (DRC)
Meeting scheduled for

Wednesday, August 27, 2025 at 1:00 P.M.

has been CANCELED
due to a lack of agenda items.

The next meeting is scheduled for
Wednesday, September 3, 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, August 4, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Monday, August 11, 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, August 11, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Monday, August 18, 2025.

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

Historic Preservation Review Committee Meeting

Monday, August 18, 2025 at 4:00 PM

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

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **5 Lawton Street:** A request by Ansley Manuel (Manuel Studio), Applicant, on behalf James W. Jeffcoat Revocable Trust (Owner), for review of a Certificate of Appropriateness-Historic District, to allow construction of a detached Carriage House of approximately 1,180 SF located at 5 Lawton Street (Parcel R610 039 00A 0093 0000). The property is located in the Old Town Historic District and is zoned Neighborhood Center-Historic District (NG-HD). (COFA-07-25-019856) (Staff - Charlotte Moore)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, August 25, 2025

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

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

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

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)
Meeting scheduled for

Monday, August 25, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Tuesday, September 2, 2025.

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

PUBLIC NOTICE

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

Tuesday, August 26, 2025, at 6:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Tuesday, September 23, 2025.

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

PUBLIC NOTICE

The Affordable Housing Committee (AHC)
meeting scheduled for

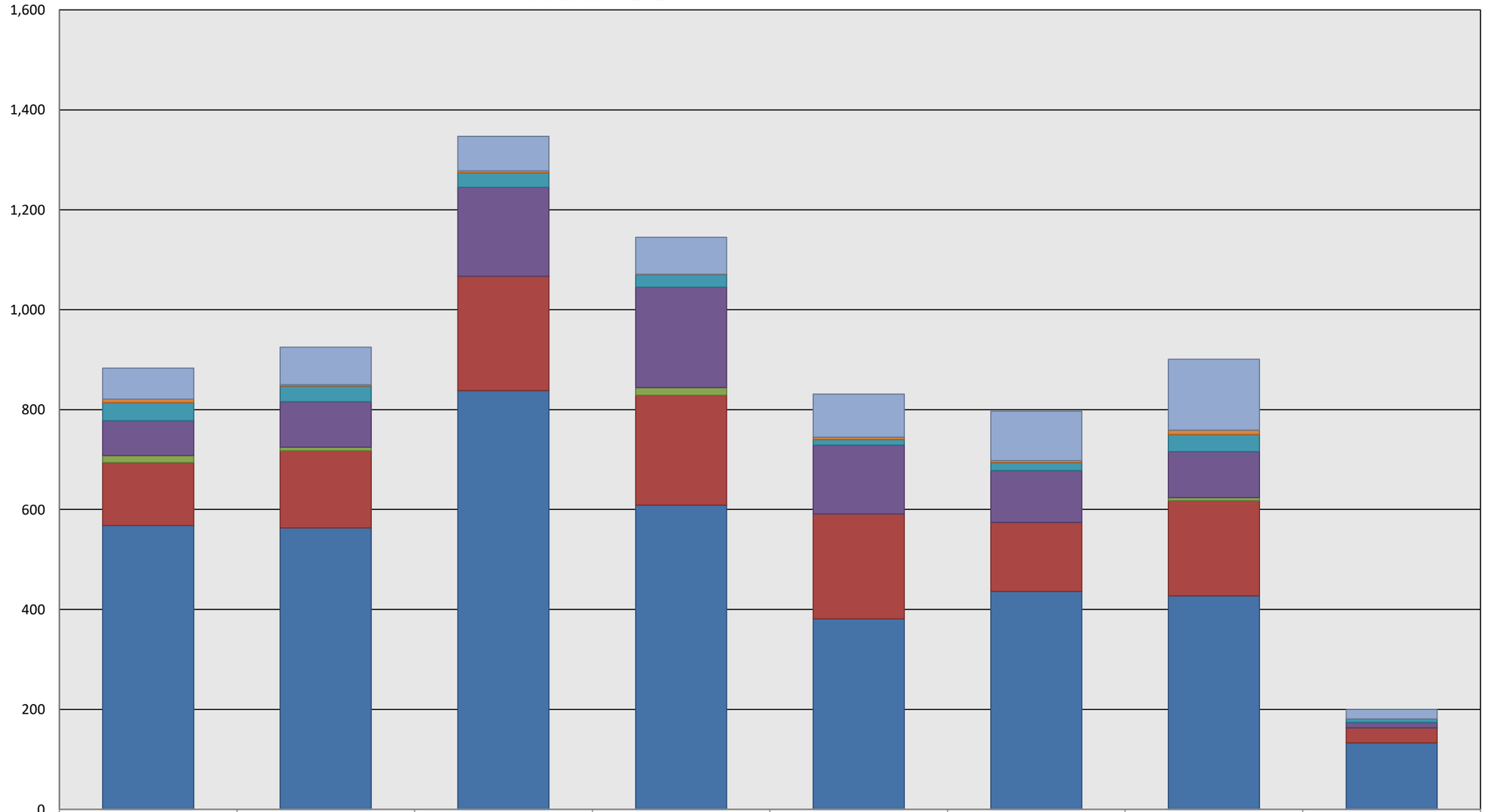
Thursday, August 7, 2025, at 10:00 A.M.

Has been CANCELLED.
Due to lack of agenda items.
The next meeting is scheduled for Thursday, September 4, 2025

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

Town of Bluffton
Building Permits Issued
FY 2019 - 2026

Attachment 8a

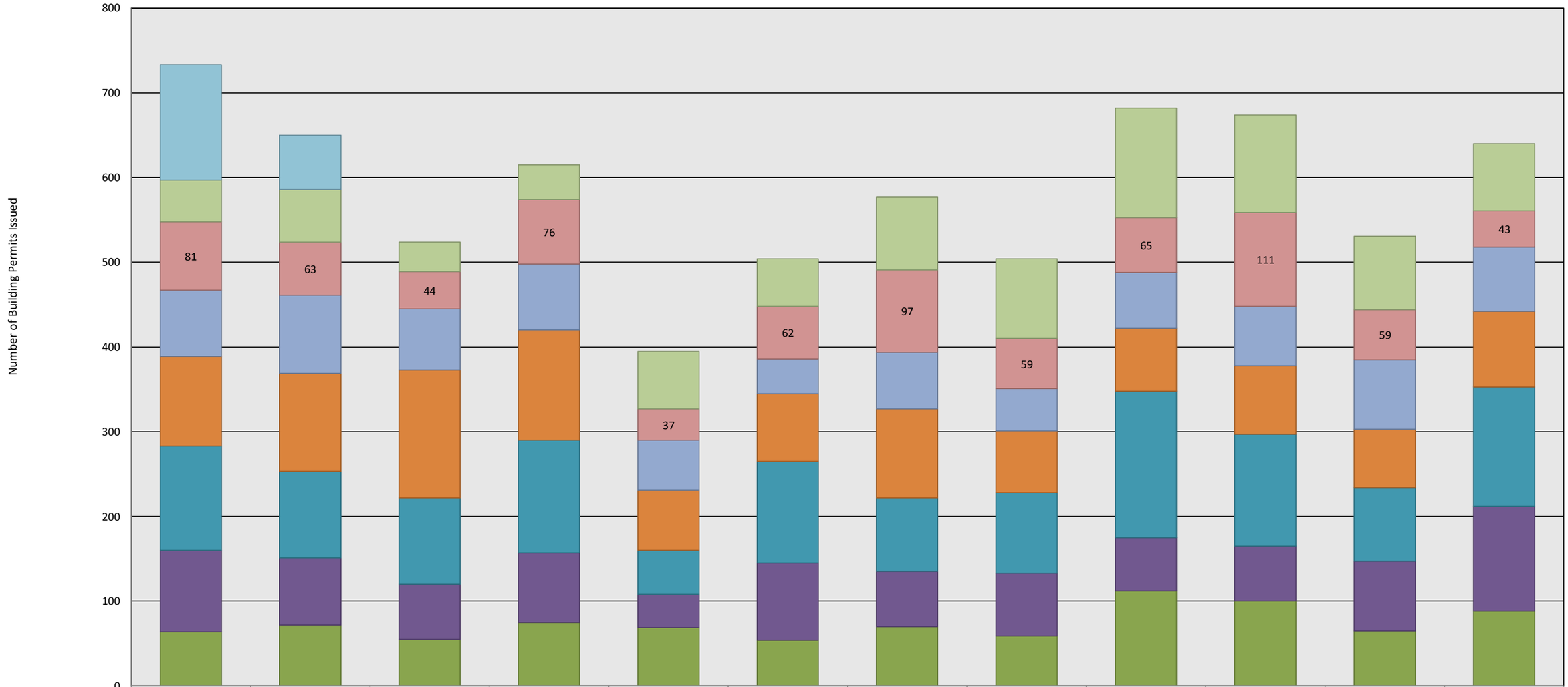


Year	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024- June 2025)	FY 2026 (July 2025 - June 2026)
Other Commercial	62	75	69	74	86	99	142	19
Commercial Addition	7	3	4	1	5	4	9	0
New Commercial Construction/ Tenant Upfit	36	31	29	25	11	16	34	7
Other Residential	70	91	178	201	138	104	92	11
New Multi Family - Apartments	14	7	0	15	0	0	6	0
Residential Addition	126	155	229	220	210	138	191	30
New Single Family	568	563	838	609	381	436	427	133

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

Town of Bluffton
Building Permits Issued Per Month
FY 2019 - 2026

Attachment 8b

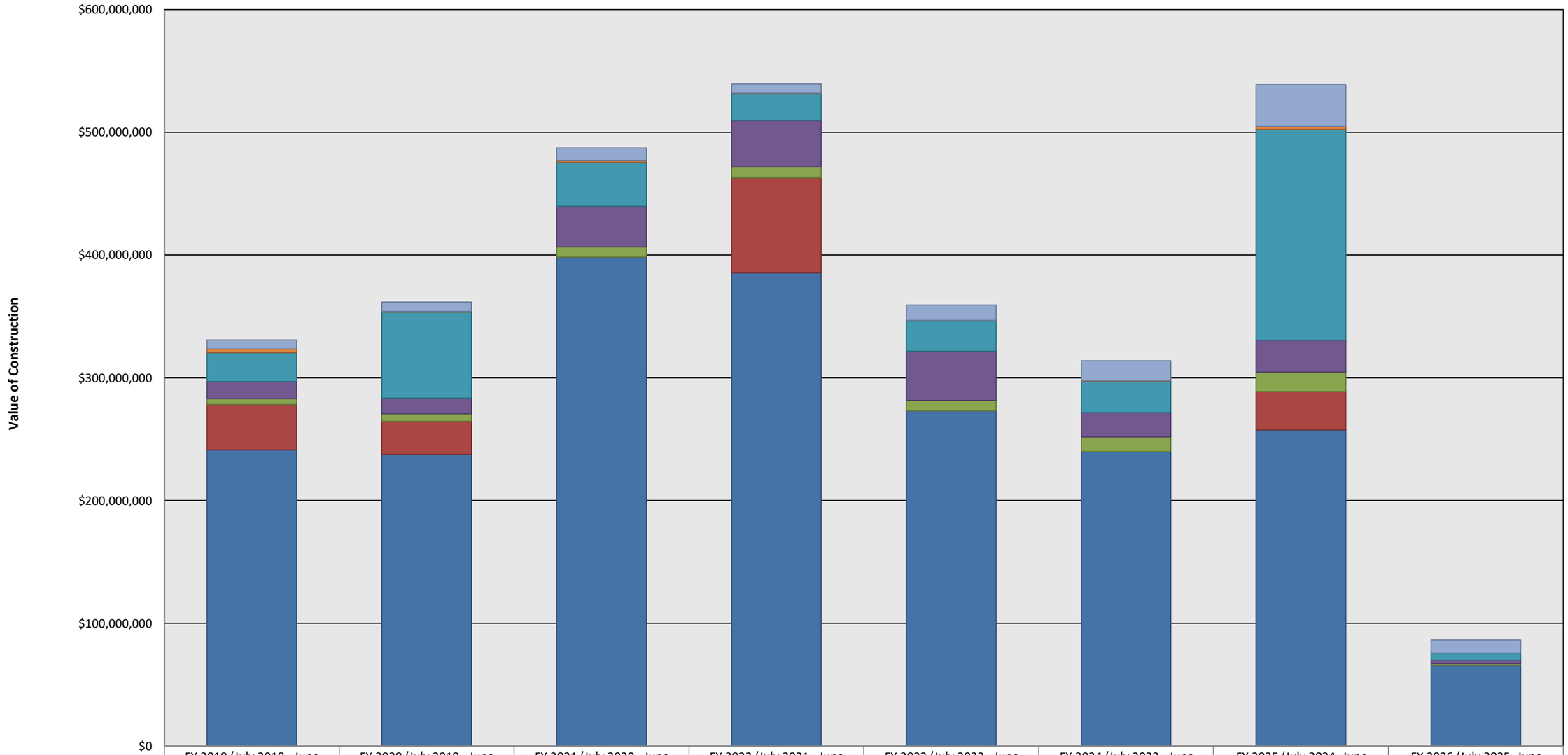


Month	July	August	September	October	November	December	January	February	March	April	May	June
FY 2026 (July 2025- June 2026)	136	64										
FY 2025 (July 2024- June 2025)	49	62	35	41	68	56	86	94	129	115	87	79
FY 2024 (July 2023 - June 2024)	81	63	44	76	37	62	97	59	65	111	59	43
FY 2023 (July 2022 - June 2023)	78	92	72	78	59	41	67	50	66	70	82	76
FY 2022 (July 2021 - June 2022)	106	116	151	130	71	80	105	73	74	81	69	89
FY 2021 (July 2020 - June 2021)	123	102	102	133	52	120	87	95	173	132	87	141
FY 2020 (July 2019 - June 2020)	96	79	65	82	39	91	65	74	63	65	82	124
FY 2019 (July 2018 - June 2019)	64	72	55	75	69	54	70	59	112	100	65	88

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

Town of Bluffton
Value of Construction
FY 2019 - 2026

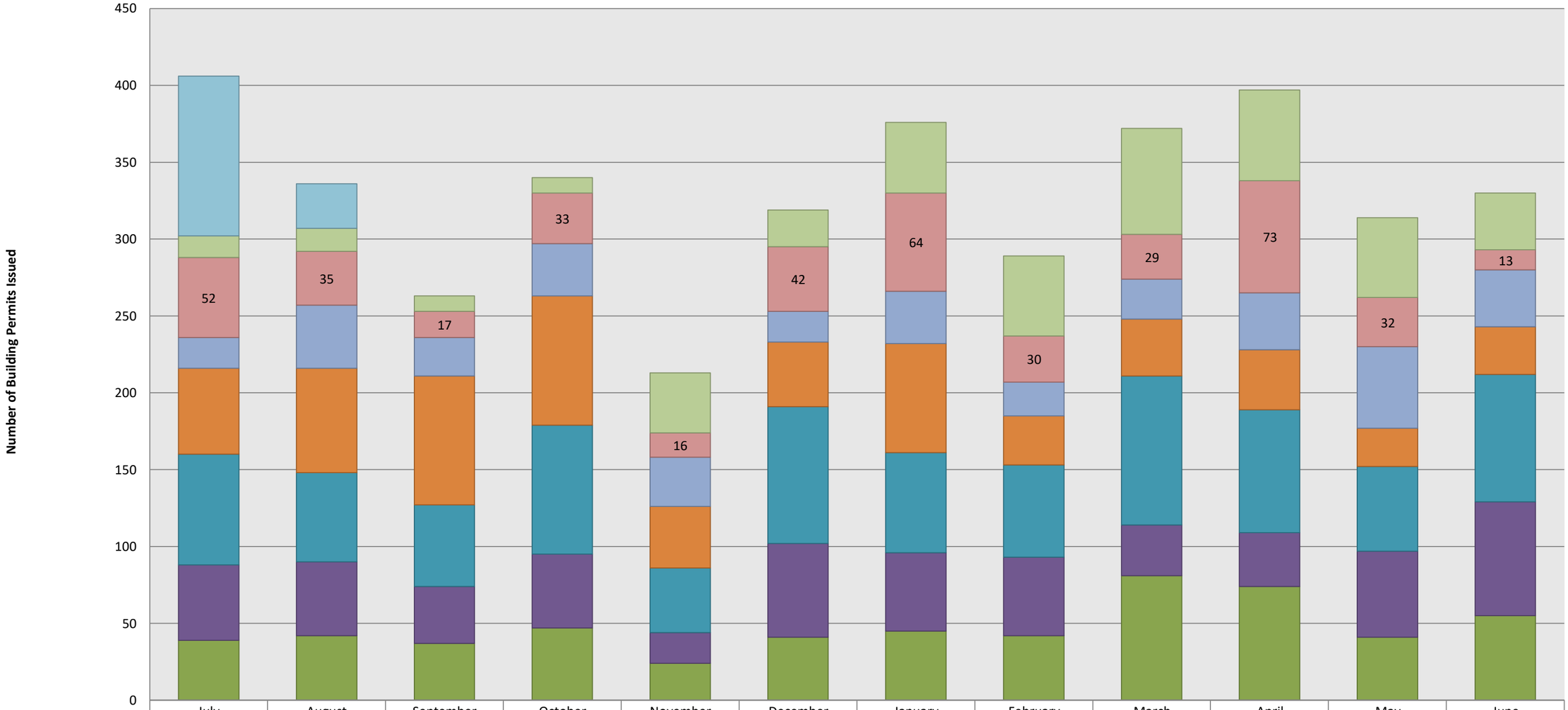
Attachment 8c



Year	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024- June 2025)	FY 2026 (July 2025- June 2026)
Other Commercial	$7,263,366	$7,579,860	$10,412,995	$7,596,115	$12,475,855	$16,317,280	$34,086,632	$10,738,877
Commercial Additions	$3,041,168	$656,000	$1,492,691	$7,550	$526,290	$413,300	$2,244,852	$0
New Commercial/ Tenant Upfits	$23,614,625	$69,976,821	$35,480,001	$22,266,766	$24,611,903	$25,409,903	$171,813,272	$5,752,537
Other Residential	$13,979,443	$12,794,241	$33,207,203	$37,696,800	$40,039,634	$19,926,881	$26,021,991	$2,707,374
Residential Additions/ Renovations	$4,691,023	$6,005,043	$8,363,040	$8,762,565	$8,683,202	$11,994,064	$15,775,432	$1,445,194
New Multi Family - Apartments	$36,975,720	$27,045,609	$-	$77,664,502	$-	$-	$31,218,075	$0
New Single Family	$241,300,026	$237,647,960	$398,345,907	$385,446,946	$272,946,813	$239,843,210	$257,635,844	$65,742,387

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

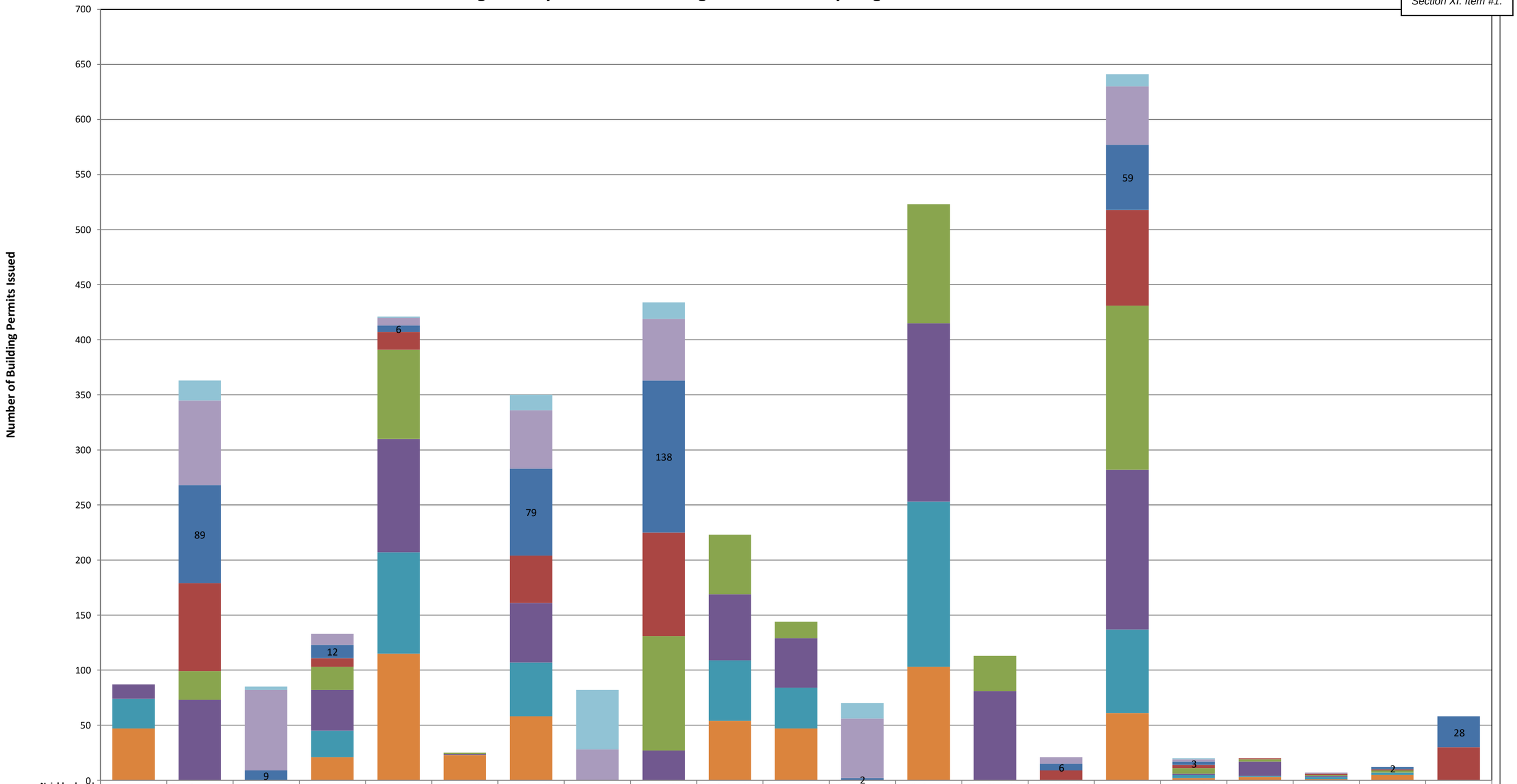
Town of Bluffton
New Single Family Residential Building Permits Issued Per Month
FY 2019 - 2026



	July	August	September	October	November	December	January	February	March	April	May	June
FY 2026 (July 2025- June 2026)	104	29										
FY 2025 (July 2024- June 2025)	14	15	10	10	39	24	46	52	69	59	52	37
FY 2024 (July 2023 - June 2024)	52	35	17	33	16	42	64	30	29	73	32	13
FY 2023 (July 2022 - June 2023)	20	41	25	34	32	20	34	22	26	37	53	37
FY 2022 (July 2021 - June 2022)	56	68	84	84	40	42	71	32	37	39	25	31
FY 2021 (July 2020 - June 2021)	72	58	53	84	42	89	65	60	97	80	55	83
FY 2020 (July 2019 - June 2020)	49	48	37	48	20	61	51	51	33	35	56	74
FY 2019 (July 2018 - June 2019)	39	42	37	47	24	41	45	42	81	74	41	55

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

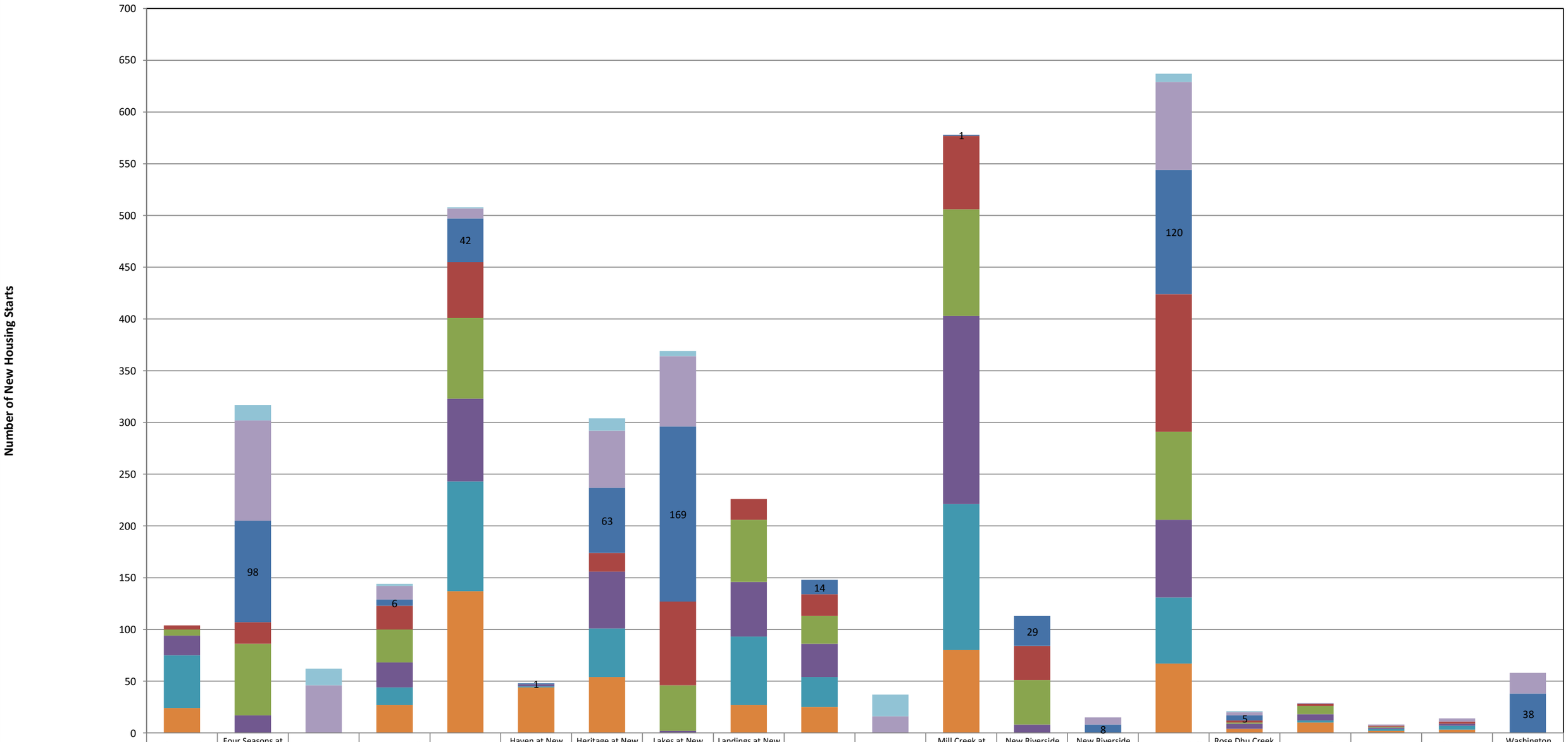
Town of Bluffton
New Single Family Residential Building Permits Issued by Neighborhood FY 2019 -2026



Neighborhood	Alston Park	Four Seasons at Carolina Oaks	Hamilton Grove	Hampton Hall	Hampton Lake	Haven at New Riverside	Heritage at New Riverside	Indigo Cove	Lakes at New Riverside	Landings at New Riverside	Lawton Station	Midpoint	Mill Creek at Cypress Ridge	New Riverside Forest	New Riverside Village	Palmetto Bluff	Rose Dhu Creek Plantation	Shell Hall	Stock Farm	Tabby Roads	Washington Square
FY 2026 (July 2025- June 2026)		18	3		1		14	54	15			14				11	1				
FY 2025 (July 2024- June 2025)		77	73	10	7		53	28	56			54			6	53	2		1		
FY 2024 (July 2023 - June 2024)		89	9	12	6		79		138			2			6	59	3			2	28
FY 2023 (July 2022 - June 2023)		80		8	16		43		94						9	87	3	1	1	1	30
FY 2022 (July 2021 - June 2022)		26		21	81	1			104	54	15		108	32		149	5	2	1	2	
FY 2021 (July 2020 - June 2021)	13	73		37	103	1	54		27	60	45		162	81		145	1	13	1		
FY 2020 (July 2019 - June 2020)	27			24	92		49			55	37		150			76	3	1	2	2	
FY 2019 (July 2018 - June 2019)	47			21	115	23	58			54	47		103			61	2	3	1	5	

Town of Bluffton
New Single Family Certificates of Occupancy Issued by Neighborhood FY 2019 - 2026

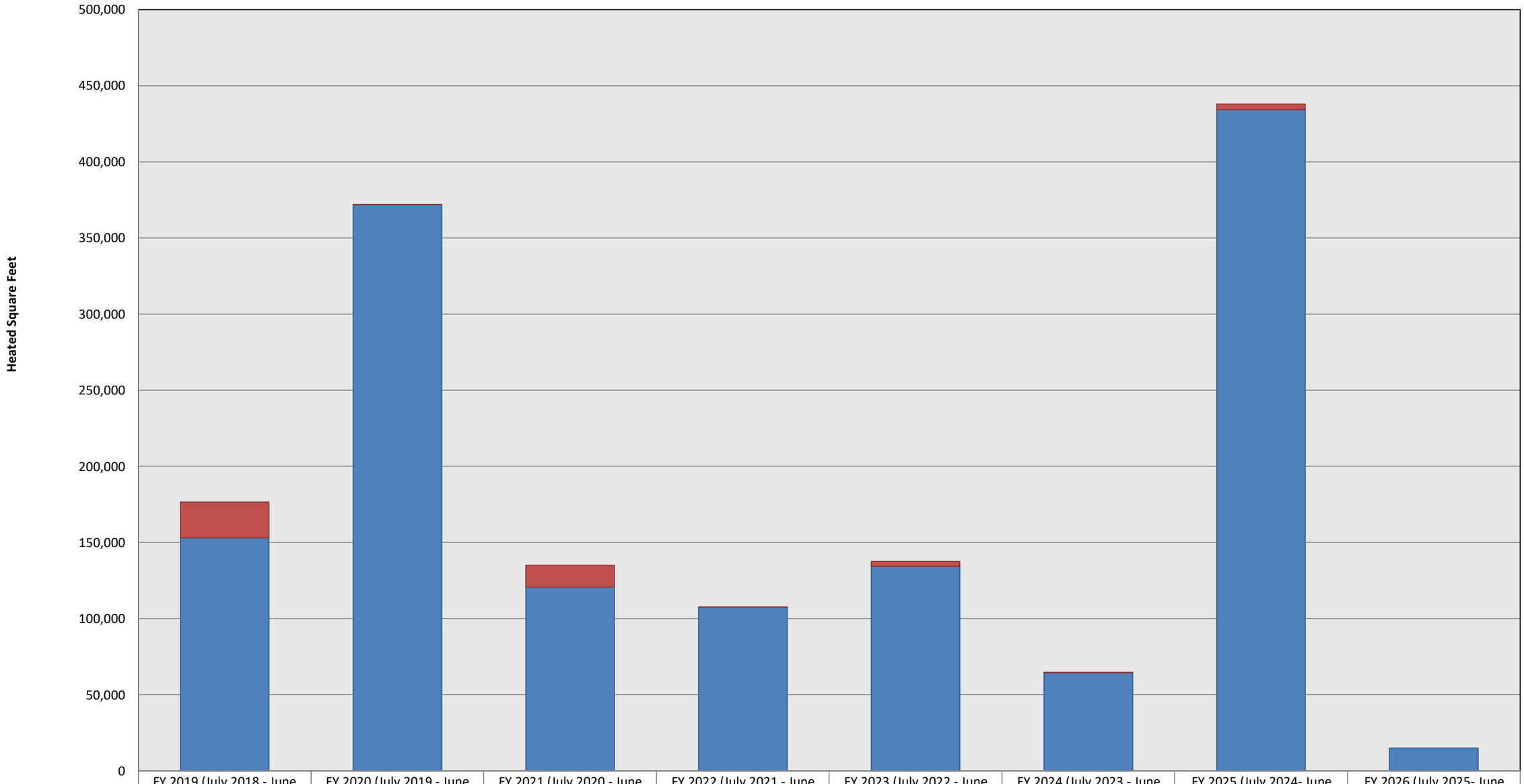
Attachment 8f



	Alston Park	Four Seasons at Carolina Oak	Hamilton Grove	Hampton Hall	Hampton Lake	Haven at New Riverside	Heritage at New Riverside	Lakes at New Riverside	Landings at New Riverside	Lawton Station	Midpoint	Mill Creek at Cypress Ridge	New Riverside Forest	New Riverside Village	Palmetto Bluff	Rose Dhu Creek Plantation	Shell Hall	Stock Farm	Tabby Roads	Washington Square
FY 2026 (July 2025- June 2026)		15	16	2	1		12	5			21				8	1				
FY 2025 (July 2024- June 2025)		97	46	13	10		55	68			16			7	85	3	1	1	3	20
FY 2024 (July 2023 - June 2024)		98		6	42	1	63	169		14		1	29	8	120	5				38
FY 2023 (July 2022 - June 2023)	4	21		23	54		18	81	20	21		71	33		133	2	2	1	2	
FY 2022 (July 2021 - June 2022)	6	69		32	78			44	60	27		103	43		85	1	8	1		
FY 2021 (July 2020 - June 2021)	19	17		24	80	2	55	2	53	32		182	8		75	5	6	1	2	
FY 2020 (July 2019 - June 2020)	51			17	106	1	47		66	29		141			64		2	2	4	
FY 2019 (July 2018 - June 2019)	24			27	137	44	54		27	25		80			67	4	10	2	3	

Town of Bluffton
New Commercial Construction and Additions Heated Square Footage
FY 2019 - 2026

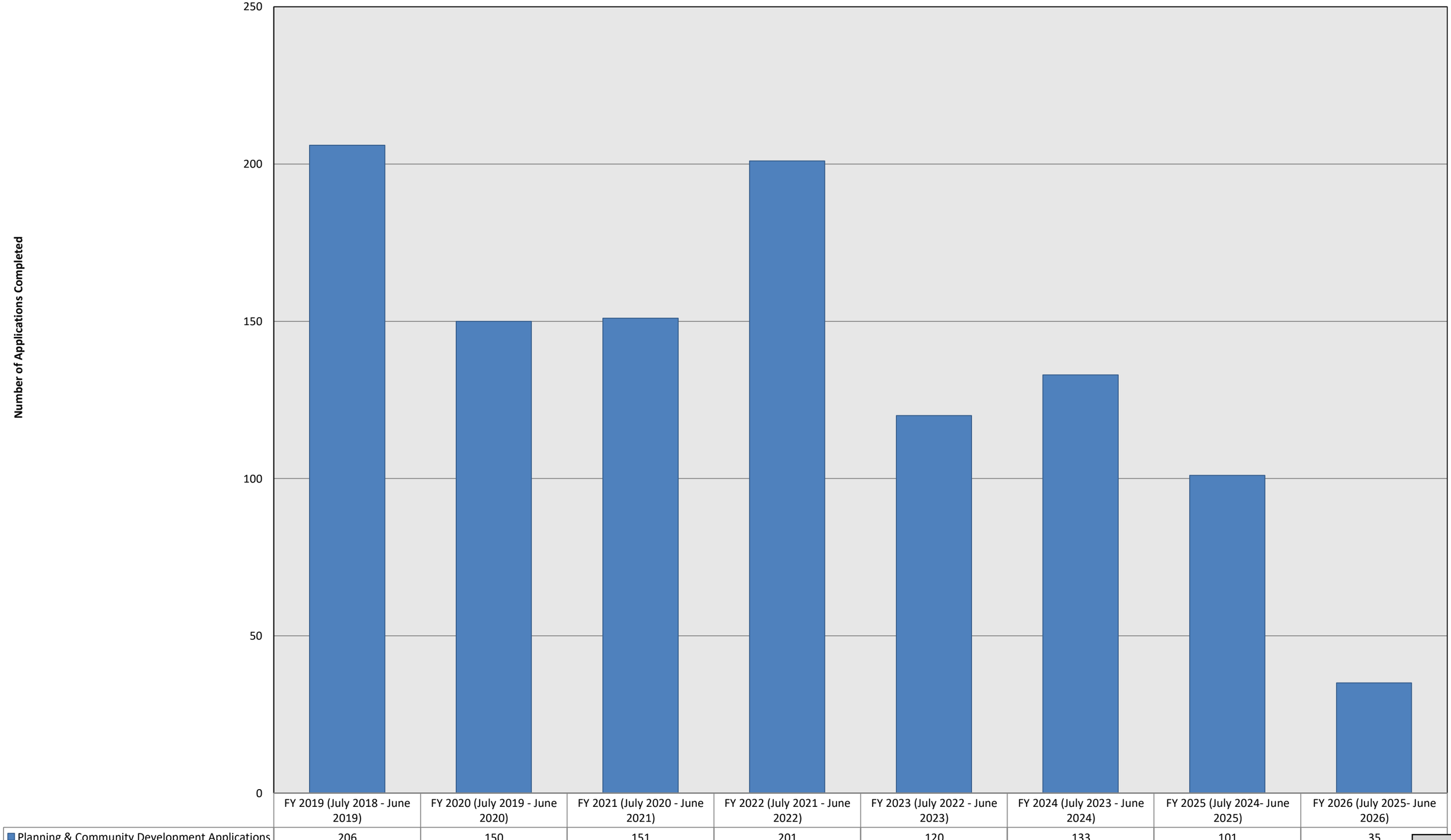
Attachment 8g



	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024- June 2025)	FY 2026 (July 2025- June 2026)
Commercial Additions	23,465	66	14,250	108	3,177	428	3,710	0
New Commercial	153,082	371,899	120,737	107,572	134,366	64,311	434,315	14,963

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

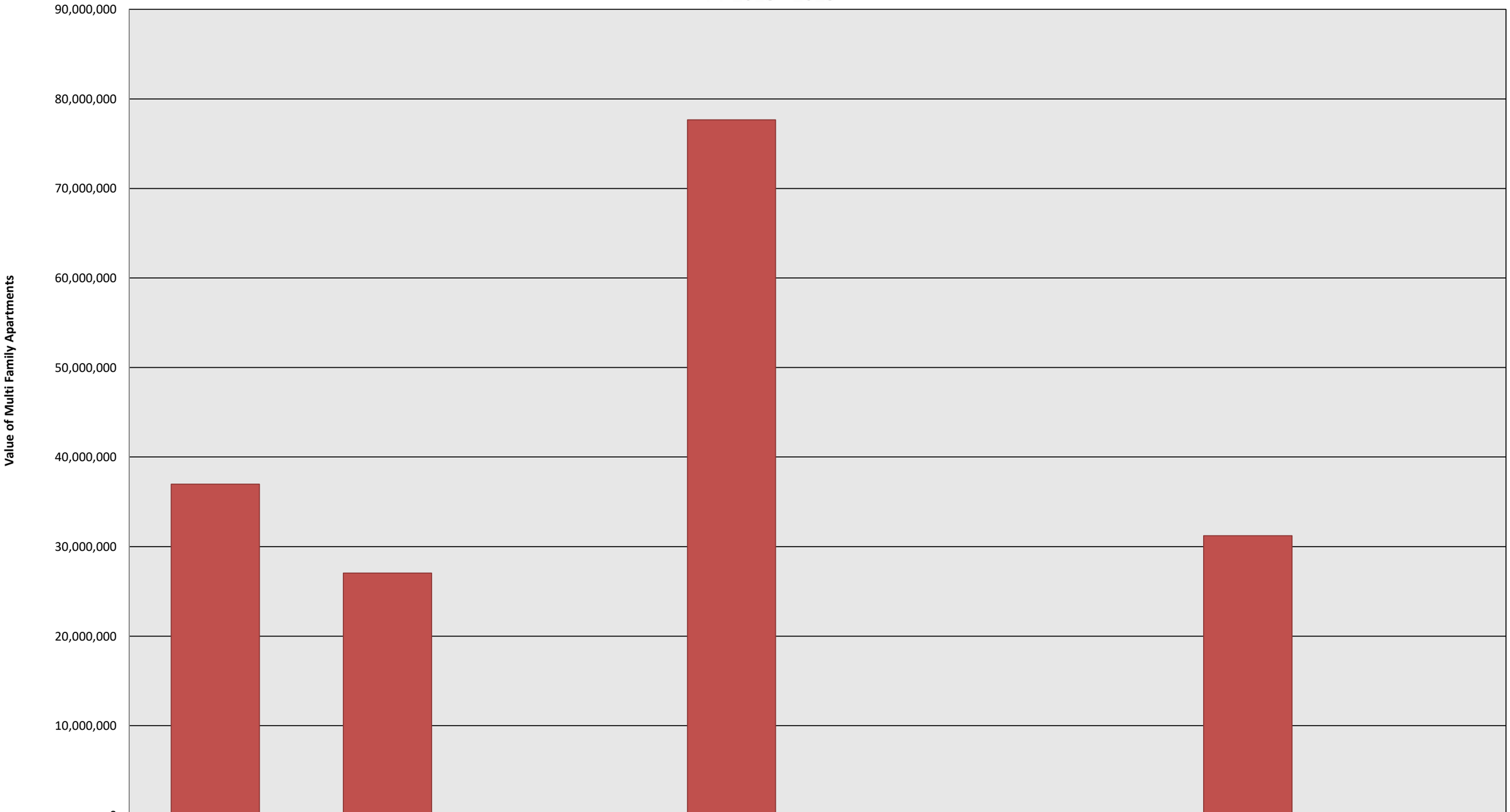
Attachment 8h



	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024- June 2025)	FY 2026 (July 2025- June 2026)
Planning & Community Development Applications	206	150	151	201	120	133	101	35

Town of Bluffton
Multi Family Apartments Value
FY 2018 - 2025

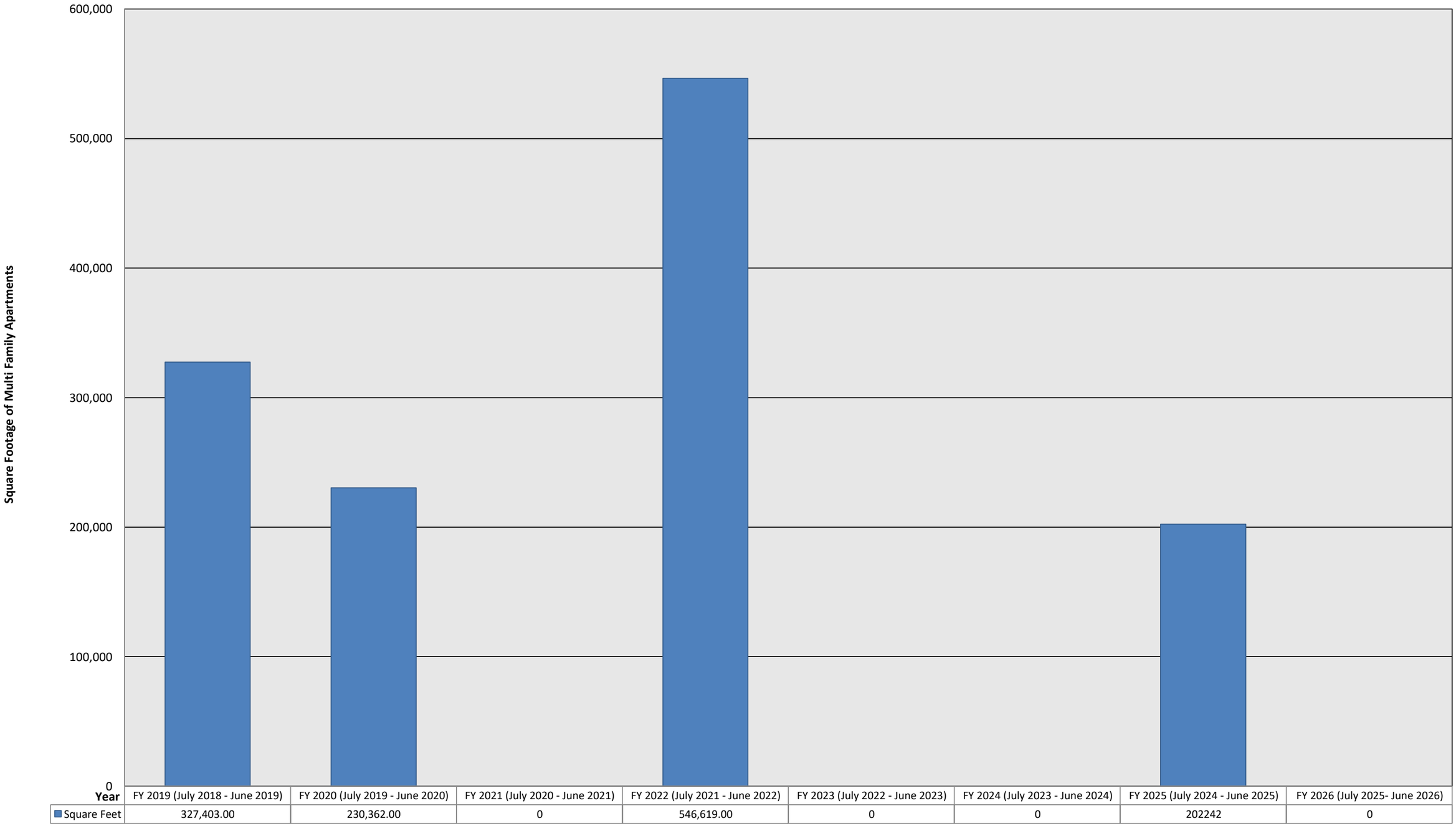
Attachment 8i



Year	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024 - June 2025)	FY 2026 (July 2025- June 2026)
Value	$36,975,720	$27,045,609	$-	$77,664,502	$-	$-	$31,218,075	0

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

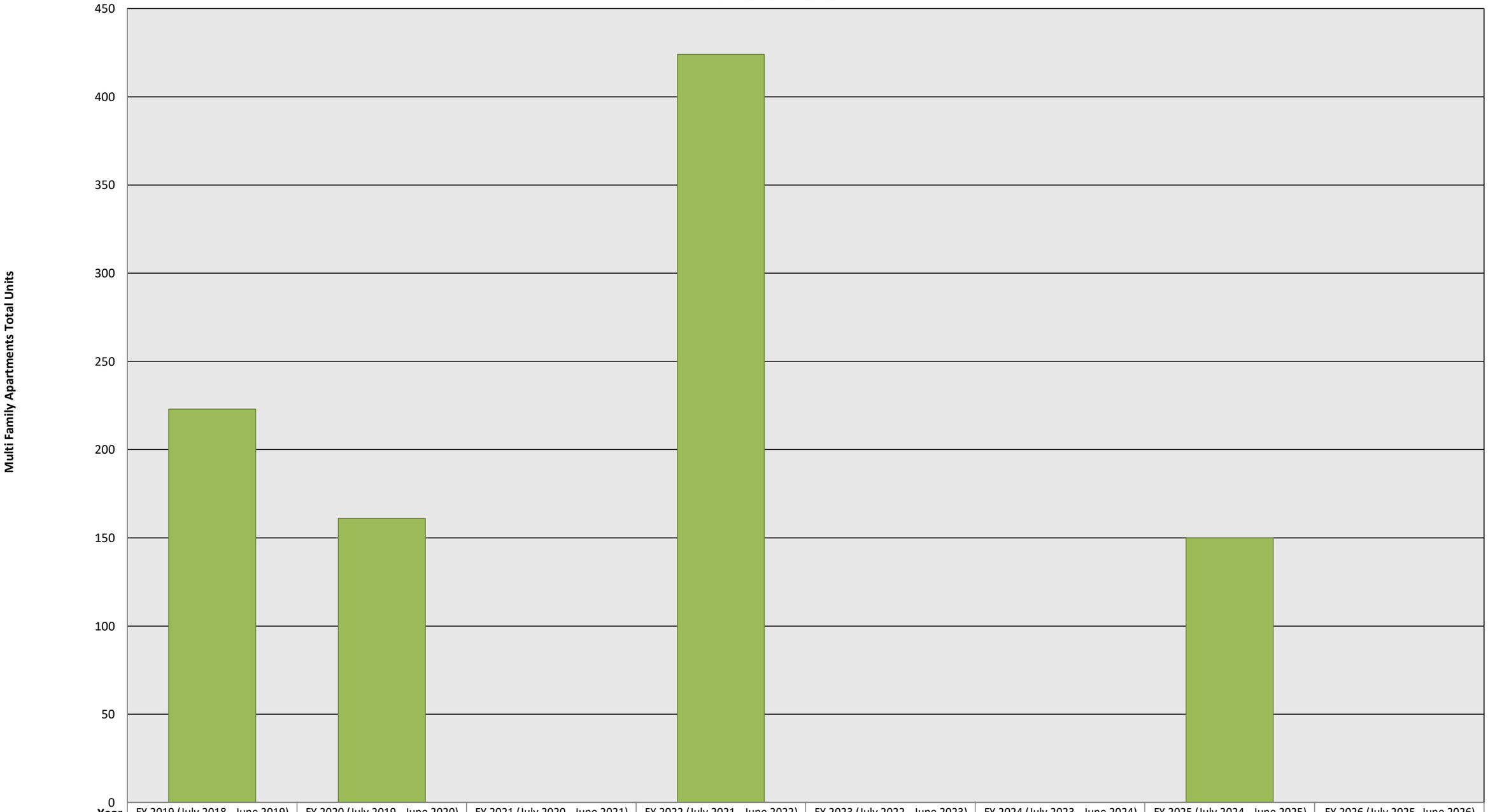
Attachment 8j



Year	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024 - June 2025)	FY 2026 (July 2025- June 2026)
Square Feet	327,403.00	230,362.00	0	546,619.00	0	0	202242	0

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

Attachment 8k



Year	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024 - June 2025)	FY 2026 (July 2025- June 2026)
Dwelling Units	223	161	0	424	0	0	150	0

Growth Management Application Update Report

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

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

Active Cases

Annexation Petition

100%

ANNX-03-24-019045	03/14/2024		Annexation Petition	Active	Aubrie Giroux

Applicant: Bryant and Son Trucking Company **Owner:** Bryant and Son Trucking Company

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

STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.
STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment were recommended for approval at the July 24, 2024, Planning Commission meeting.
STATUS: THE ZMA and CPA were approved at 1st Reading at the August 13, 2024, Town Council Meeting.
STATUS 11-12-24: Town Council APPROVED 2nd and Final Reading of the ZMA and CPA.

PROJECT NAME:

Total Annexation Petition Cases: 1

Certificate of Appropriateness

Highway Corridor Overlay District

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

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

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

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

12.16.2022: Application was approved with conditions at the December 14, 2022 meeting of the Planning Commission. Staff is awaiting revised document submittal to address the Planning Commission conditions.
7.18.23: Have not yet received resubmittal.
10.12.23: Emailed items still outstanding. Awaiting revisions.

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

PROJECT NAME: NEW RIVERSIDE VILLAGE

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

Applicant: Witmer Jones Keefer Ltd. **Owner:** Micheal Bradley Holdings LLC

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

STATUS[11.17.2022]: The application was approved with conditions at the November 16, 2022 Planning Commission meeting. Awaiting resubmitted documents addressing Planning Commission conditions.
7.18.23: Have not yet received resubmittal.
1.5.2024: Architectural items have been addressed by 1/5 resubmittal. Exempt plat, Development Plan and Lighting resubmittal still required.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

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

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

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

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

7.18.23: The Application was heard at the 6.28.23 Planning Commission meeting. It was tabled for the applicant to address PC comments. Awaiting resubmitted materials addressing PC comments prior to placing it back on the PC agenda.
10.23.23: The revised submittal has been placed on the 10.25.23 PC Agenda.
Approved. See attached.
Amendment submitted 5/8. Email sent to applicant that vents which have been placed on front elevation must be relocated to rear.

PROJECT NAME:

COFA-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. STATUS (07.16.2025): To be reviewed by Planning Commission on July 23, 2025.
STATUS (07.24.2025): Planning Commission approved 07.23.2025 with conditions. Awaiting plan update to show compliance.

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

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

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

Historic District

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

Applicant: Court Atkins Architects Inc **Owner:** May River Montessori

PLAN DESCRIPTION: May River Montessori: Awaiting resubmittal:
A request by Court Atkins Architects, Inc., on behalf of the owner, May River Montessori, for review of a Certificate of Appropriateness- HD to allow the construction of a new 2-story building of approximatly 5,800 SF located at 58 Calhoun Street, in the Old Town Bluffton Historic District and zoned Neighborhood Center-HD.
STATUS [11/5/2021]: The application is currently being reviewed by Staff for conformance with the Unified Development Ordinance (UDO), Traditional Construction Patterns, and any development plans associated with the parcel and is scheduled for review by the HPRC at the December 6, 2021 meeting.
STATUS [12/8/2021]: The application was reviewed at the December 6, 2021 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the approval of the Development Plan and submission of a final application for full HPC review.
STATUS [1.20.2023]: A Final Application has been received and the item is slated to be heard at the February 1, 2023 HPC meeting.
STATUS 2.1.2023: The Application was approved with conditions at the 2.1.23 HPC meeting. Staff is awaiting submittal of revised documents addressing all HPC Conditions.
3.27.2023: Revision received - Landscape Plan not in compliance and does not match DP. DP still not approved.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

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

Applicant: Kingfisher Construction - USE THIS ACCOUNT **Owner:** Kathy Barbina

PLAN DESCRIPTION: A request by Jaime Guscio (Kingfisher Construction), on behalf of owners, Kathy Barbina and Tim Harris, for review of a Certificate of Appropriateness-Historic District, to allow construction of a detached Carriage House of approximately 1200 SF located at 36 Wharf Street (Parcel R610 039 00A 0417 0000). The property is within the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).
STATUS (04.14.2025): Application reviewed at April 14 HPRC meeting. Awaiting resubmission.
STATUS (06.05.2025): Final Plan to be reviewed by HPC on August 6, 2025.
STATUS (08.06.2025): Tabled at HPC meeting.

PROJECT NAME: OLD TOWN

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

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

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

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

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

Existing Conditions

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

Proposed Building Construction

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

There are two tabby parapet walls, similar in character to the adjacent Hair and So On Salon and nearby Kelly Caron Designs. Trellises wrap the two-story entry porch off of May River Road, allowing plants to climb the building.

The architectural massing of the building includes simple roof forms with standing seam and asphalt shingle roofing. The exterior materials for the building will be cementitious fiber siding (horizontal and vertical). The porch railing will be metal.
STATUS (10.04.2024): To be reviewed by HPRC October 7. Plans have changed since pre-application meeting.
STATUS 10.07.2024: HPRC meeting held October 7. COFA-HD scheduled for 12.04.2024 HPC meeting.
STATUS 12.04.2024: HPC approved application with conditions; awaiting resubmittal addressing those conditions.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-05-22-016795	05/26/2022	4 WILD SPARTINA ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Manuel Studio, LLC **Owner:** Brad & Jacki Rechtfertig - USE THIS ACCOUNT

PLAN DESCRIPTION: A request by Ansley H Manuel, on behalf of the owners, Brad and Jacki Rechtfertig, for review of a Certificate of Appropriateness- HD to allow the construction of two-story single-family residence of approximately 2,043 SF and a Carriage House of approximately 1,136 SF to be located at 4 Wild Spartina Street, Lot 42 in the Tabby Roads Development, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.

STATUS [5/27/2022]: The application is currently being reviewed by Staff for conformance with the Unified Development Ordinance (UDO), Traditional Construction Patterns, and any development plans associated with the parcel and is scheduled for review by the HPRC at the June 20, 2022 meeting.

STATUS [6/22/2022]: The application was reviewed at the June 20, 2022 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the submission of a final application for full HPC review.

STATUS 2/2/2023: The HPC Approved the application with conditions at the February 1, 2023 meeting. Staff is awaiting resubmitted documents addressing the HPC conditions. Once received and satisfactorily reviewed, Town Staff will approve and stamp the plans and issue a final Certificate of Appropriateness.

STATUS 2/2/2023: The HPC Approved the application with conditions at the February 1, 2023 meeting. Staff is awaiting resubmitted documents addressing the HPC conditions. Once received and satisfactorily reviewed, Town Staff will approve and stamp the plans and issue a final Certificate of Appropriateness.
STATUS (08.13.2025): Amendment 1 approved for certain changes as noted on the approved drawings.

Approved. Note: A tree removal permit is required prior to ANY LOT CLEARING (Status: Tree Removal Permit issued 1/22/2025 TREE-01-25-0044)

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-03-25-019626 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.
STATUS (07.11.2025): To be reviewed at August 6 HPC meeting.

PROJECT NAME: OLD TOWN

COFA-04-25-019686 04/02/2025 215 GOETHE RD ROAD Certificate of Appropriateness Active Charlotte Moore

Applicant: Philipe Madhere **Owner:** Miguel Loarca

PLAN DESCRIPTION: A request by Phil Madhere, on behalf of the owner, Miguel Loarca (Leonex Construction Group), for review of a Certificate of Appropriateness-Historic District, to allow construction of a three-story mixed use Main Street Building (approximately 2,775 SF) and detached Carriage House (approximately 528 SF) located at 215 Goethe Road (Parcel R610 039 00A 0289 0000). The property is within the Old Town Historic District and is zoned Neighborhood Core-Historic District (NC-HD).
STATUS (04.28.2025): Reviewed at April 28 HPRC meeting. Awaiting final submission.
STATUS (08.18.2025): Scheduled for September 3 HPC meeting.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-05-24-019123 05/09/2024 128 BRIDGE ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Manuel Studio, LLC **Owner:** Lynda Strong

PLAN DESCRIPTION: A request by Ansley H Manuel, Architect, on behalf of the Owner Lynda Lee Googe Strong, for review of a Certificate of Appropriateness - HD to construct a new 2-story Carriage House at 128 Bridge Street, in the 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-11-24-019458 11/22/2024 17 LAWRENCE ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Incircle Architecture **Owner:** Jay & Lori Sofianek

PLAN DESCRIPTION: A request by Christopher Epps (Incircle Architecture), on behalf of owners, Jay and Lori Sofianek, for review of a Certificate of Appropriateness - HD to allow the construction of a 2-story Carriage House of approximately 1199 SF located at 17 Lawrence Street in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.
STATUS (12.09.2024): To be reviewed at 12.16.2024 HPRC meeting.
STATUS (12.16.2024): Awaiting submission for HPC review.
STATUS (01.27.2025): Scheduled for the 02.05.2025 HPC meeting.
STATUS (02.06.2025): Approved by HPC with conditions. Awaiting revised plans to show compliance.
STATUS (03.11.2025): Final plan approved and Applicant notified.
STATUS (08.25.2025): Amendment 1 - Addition of PT wood shutters to match main house approved.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-07-25-019856 07/25/2025 5 LAWTON ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Manuel Studio, LLC **Owner:** James W. Jeffcoat Revocable Trust

PLAN DESCRIPTION: A request by Ansley Manuel (Manuel Studio), Applicant, on behalf James W. Jeffcoat Revocable Trust (Owner), for review of a Certificate of Appropriateness-Historic District, to allow construction of a detached Carriage House of approximately 1,180 SF located at 5 Lawton Street (Parcel R610 039 00A 0093 0000). The property is located in the Old Town Historic District and is zoned Neighborhood Center-Historic District (NG-HD).
STATUS (08.04.2025): Concept Plan to be reviewed by HPRC on August 18, 2025.

PROJECT NAME: OLD TOWN

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

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.
(03.18.2025): HPRC Review held. Awaiting final submission.
STATUS (05.06.2025): Final Submission Received. Scheduled for June 11 HPC meeting.
STATUS (06.11.2025): Preliminary Final Plan approved with conditions. Awaiting resubmittal.

PROJECT NAME: OLD TOWN

COFA-08-24-019275 08/09/2024 95 GREEN ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Low Tide Designs, Inc. **Owner:** Glenda Mikulak

PLAN DESCRIPTION: A request by Sam Liberti with Low Tide Designs, Inc., on behalf of the owner, Glenda Mikulak Roberts, for review of a Certificate of Appropriateness - HD to construct a new 2-story house of approximately 1,987 SF at 95 Green Street, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.
Status: Application is being reviewed and has been placed on the September 3, 2024 HPRC Agenda. Status (9/4): Awaiting Final Plan submission.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-03-25-019628 03/05/2025 6 BLUE CRAB ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Patrick Mason Custom Homes **Owner:** Blue Crab LLC

PLAN DESCRIPTION: A request by Patrick Mason (Patrick Mason Custom Homes), on behalf of the owners, Blue Crab, LLC, for review of a Certificate of Appropriateness-Historic District, to allow construction of a 2-story Main Residence and attached Carriage House of approximately 3,335 SF located at 6 Blue Crab Street in the Tabby Roads Development (Lot 50, Parcel R610 039 000 1230 0000). The property is located in the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).
STATUS: Scheduled for HPRC review on March 31, 2025.
STATUS (03.31.2025): Revisions will be reviewed at second HPRC meeting.

PROJECT NAME: OLD TOWN

COFA-05-18-011989 05/07/2018 27 BRIDGE ST Certificate of Appropriateness Active Katie Peterson

Applicant: Court Atkins Architects, Inc. **Owner:** Mike Nerhus

PLAN DESCRIPTION: Residential: A Certificate of Appropriateness to allow the construction a new 1.5 story single-family residence of approximately 4,120 SF and a Carriage House structure of approximately 1,188 SF located at 27 Bridge Street, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD
STATUS: The application was reviewed at the May 21, 2018 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the submission of a final application for full HPC review.

STATUS: A revised conceptual application was received and will be heard at the February 28, 2022 meeting of the HPRC.

STATUS: The Application was heard at the April 7, 2022 meeting of the HPC and approved with conditions. Staff is awaiting submittal of revised materials addressing the HPC Conditions. Once received Town Staff will stamp the plans and issue the Final Certificate of Appropriateness.

Per K. Icard, plans approved by Glen Umberger 8/24.

STATUS 6.13.23: Plans did not include any Landscape Conditions being met. Upon receipt of revised plans (5/24/23) addressing the Landscaping Conditions, additional changes to the structure and site plan were made. Awaiting resubmitted documents addressing comments resulting from modified plans and HPC Conditions of approval.
STATUS 8.7.2023: Approved - See Attached approval package.
STATUS 9.3.2024: Amendment 1 Approval.
STATUS 9.10.2024: Amendment 2 to allow a roof material change approved.
STATUS (08.06.2025): Amendment 3 (foundation) tabled at HPC meeting.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-05-25-019752 05/14/2025 43 THOMAS HEYWARD ST STREET Certificate of Appropriateness Active Sam Barrow

Applicant: GTH Construction LLC - USE THIS ACCOUNT **Owner:** Megan Beach

PLAN DESCRIPTION: A request by George Hutson (Applicant), on behalf of Megan C. Beach (Property Owner) for review of a Certificate of Appropriateness - HD to allow a second-floor loft renovation to an existing single family detached residence to be located mostly within the existing hip roof and partially within a side shed roof addition. The property is located at 43 Thomas Heyward Street in the Old Town Bluffton Historic District and zoned Neighborhood General-Historic District (NG-HD) district. (COFA-05-25-019752)
(STATUS) 06.09.2025. Application reviewed at June 9 HPRC. Awaiting final submission.
STATUS (07.07.2025): Scheduled for August 6 HPC meeting.
STATUS (08.06.2025): Approved by HPC.

PROJECT NAME: OLD TOWN

COFA-04-25-019723 04/24/2025 54 STOCK FARM ROAD Certificate of Appropriateness Active Charlotte Moore

Applicant: Pearce Scott Architects **Owner:** Erik & Paige Blechinger

PLAN DESCRIPTION: A request by Amanda Denmark (Pearce Scott Architects), on behalf of the owners, Erik and Paige Blechinger, for review of a Certificate of Appropriateness-Historic District, to allow construction of a 1.5-story Main Residence (an Additional Building Type) of approximately 3,008 SF and a 1-story detached Carriage House of approximately 602 SF located at 54 Stock Farm Road (Parcel R610 039 000 0324 0000). The property is in Old Town Historic District and zoned Neighborhood Conservation-Historic District (NCV-HD). (COFA-04-25-019626)
(05.10.2025) Application received. Scheduled for HPRC review on May 19.
STATUS (05.20.2025) Reviewed at May 19 HPRC meeting. Awaiting final submission.
STATUS (05.21.2025): The property was readdressed from 43 and 45 Verdier Cove Rd to 54 Stock Farm Rd.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-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 icery 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).
(04.07.2025) HPRC Review complete (April 7, 2025). Awaiting resubmission and Development Plan Review.
(06.15.2025) Scheduled for July 2, 2025 HPC meeting.
STATUS: (07.02.2025) COFA approved at July 2 HPC meeting. Awaiting final submission.

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

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

Active Cases

Certificate of Appropriateness

COFA-11-23-018694 | 11/28/2023 | 1 BLUE CRAB STREET | Certificate of Appropriateness | Active | Charlotte Moore

Applicant: Court Atkins **Owner:** Palmetto Pops

PLAN DESCRIPTION: A request by Court Atkins Group, on behalf of the owner, April Perez, for a review of a Certificate of Appropriateness - HD to construct a new 2.5 story live/work building of approximately 3,180 SF with business and production facility on the first floor and a 1.5-story residential unit above, and a 2-story Carriage House of approximately 1,060 SF, to be located at 1 Blue Crab Street, Lot 27 in the Tabby Roads Development, in the Old Town Bluffton Historic district and zoned Neighborhood General - HD zoning District.
Status: Application is on HOLD. See attached email.
STATUS 5.10.2024: Hold has been removed and application has been placed on the May 20, 2024 HPRC Agenda.
Status 5.21.2024: Application was heard at the May 20th HPRC meeting where comments were provided to the applicant. Awaiting final submittal.
STATUS (11.06.2024): Scheduled for December HPC meeting.
STATUS (12.04.2024): Application approved with conditions at 12.04.2024 HPC meeting. Awaiting resubmittal addressing conditions.

PROJECT NAME: OLD TOWN

COFA-01-25-019522 | 01/03/2025 | 15 MERIWETHER COURT | Certificate of Appropriateness | Active | Charlotte Moore

Applicant: MHB, LLC **Owner:** BFL Builders, LLC

PLAN DESCRIPTION: A request by BFL Builders, owner and applicant, for review of a Certificate of Appropriateness-Historic District, to allow construction of a single-family residence of approximately 1,637 SF and an attached Carriage House of approximately 840 SF located at 15 Meriwether Court in the Landon Oaks Development (Parcel R610 039 00A 0388 000). The property is in Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).
(04.17.2025): Scheduled for May 5, 2025 HPRC meeting
STATUS (05.06.2025): Reviewed at May 5 HPRC meeting. Awaiting Final Plan submission.
STATUS (06.11.2025): Reviewed at HPC meeting and continued to the July 2 HPC meeting.
STATUS (07.02.2025): Tabled at the July 2 HPC by the applicant.

PROJECT NAME: OLD TOWN

Historic District - Demolition

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-04-25-019719	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 (06.05.2025) Application will be heard by the HPC at their regularly scheduled meeting on July 2, 2025. STATUS (07.02.2025) HPC voted to delay a decision for 60 days for applicant to obtain a conditions assessment report; item will be heard in August HPC meeting

PROJECT NAME: OLD TOWN

Total Certificate of Appropriateness Cases: 26

Comprehensive Plan Amendment

Comprehensive Plan Amendment

Growth Management Application Update Report

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

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

Active Cases

Comprehensive Plan Amendment

COMP-01-24-018844	01/11/2024	Comprehensive Plan Amendment	Active	Aubrie Giroux

Applicant: University Investments **Owner:** University Investments

PLAN DESCRIPTION: Town Comprehensive Plan Amendment of the Future Land Use Map. This application is associated and will run concurrently with University Investment's applications for annexation, rezoning, Buckwalter PUD Text Amendment to create a new Land Use Tract to be known as Grande Oaks Commons, Buckwalter Development Agreement Amendment, and Buckwalter Concept Plan Amendment for parcels 12D, 14A, 14 & 16 which are currently part of the Grande Oaks PUD and located at the NW corner of the intersections of Buckwalter Pkwy and Lake Point Drive. This application is associated with the following requests; ANNX-11-23-018624, CPA-01-24-018845, ZONE-01-24-018840 (Map), ZONE-02-24-018991 (Text), and DAA-01-24-018842.

STATUS: Comments on the associated Concept Plan Amendment were heard at the March 27, 2024 meeting of the DRC.
STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.
STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment was held at the July 24, 2024, Planning Commission meeting.
STATUS: The Ordinance 1st Reading took place at the September 10, 2024 Town Council Meeting.
STATUS: The Ordinance 2nd Reading and final reading was approved at the November 12, 2024 Town Council meeting.

PROJECT NAME:

Total Comprehensive Plan Amendment Cases: 1

Concept Plan Amendment

Concept Plan Amendment

CPA-11-24-019441	11/08/2024	Concept Plan Amendment	Active	Dan Frazier

Applicant: Lauren Niemiec **Owner:** MFH LAND, LLC

PLAN DESCRIPTION: Applicant is requesting to convert commercial development to allocate for residential development for property owner by MFH Land, LLC with the community of New Riverside Village. The owner would like to convert seven and 29/100 acres of its commercial development into additional twenty-nine (29) units of residential allocation allowed by right under the terms of the Jones Estate Development Agreement and the New Riverside Concept Plan, both as amended, and the Partial Assignment of Development Right's and Obligations under Concept Plan.

PROJECT NAME: NEW RIVERSIDE VILLAGE

Growth Management Application Update Report

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

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

Active Cases

Concept Plan Amendment

CPA-05-25-019741	05/08/2025	335 BUCKWALTER PKWY PARKWAY	Concept Plan Amendment	Active	Dan Frazier

Applicant: Livewell Terrace, LP **Owner:** Beaufort County Memorial Hospital

PLAN DESCRIPTION: 120 Unit Affordable Aparment Complex and 6000SF Medical Office Building.

PROJECT NAME:

Total Concept Plan Amendment Cases: 2

Dev Agreement Amendment

PUD

DAA-05-25-019739	05/08/2025	335 BUCKWALTER PKWY PARKWAY	Dev Agreement Amendment	Active	Dan Frazier

Applicant: Livewell Terrace, LP **Owner:** Beaufort County Memorial Hospital

PLAN DESCRIPTION: 120 Unit Affordable Aparment Complex and 6000SF Medical Office Building.

PROJECT NAME:

DAA-02-25-019617	02/26/2025	380 FORDING ISLAND RD ROAD	Dev Agreement Amendment	Active	Dan Frazier

Applicant: Beaufort County School District **Owner:** Indian Hill Associates LLC

PLAN DESCRIPTION: Amendment to the terms and obligations for the construction of the future North South Connector Road as established by the Buckwalter Development Agreement & Concept Plan 9th Amendment and other terms deemed necessary for certain properties located at 380 Fording Island Rd that are part of the Willow Run Tract which the Beaufort County School District has under contract.

PROJECT NAME:

Growth Management Application Update Report

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

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

Active Cases

Dev Agreement Amendment

DAA-11-24-019440 11/08/2024 Dev Agreement Amendment Active Dan Frazier

Applicant: Lauren Niemiec **Owner:** MFH LAND, LLC

PLAN DESCRIPTION: Applicant is requesting to convert commercial development to allocate for residential development for property owner by MFH Land, LLC with the community of New Riverside Village. The owner would like to convert seven and 29/100 acres of its commercial development into additional twenty-nine (29) units of residential allocation allowed by right under the terms of the Jones Estate Development Agreement and the New Riverside Concept Plan, both as amended, and the Partial Assignment of Development Right's and Obligations under Concept Plan.

PROJECT NAME:

Total Dev Agreement Amendment Cases: 3

Development Plan

Development Plan

DP-10-23-018541 10/05/2023 3000 BIG HOUSE PLANTATION ROAD Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:**

PLAN DESCRIPTION: A request by Drew Lonker of Thomas & Hutton, on behalf of Palmetto Bluff Uplands, LLC, for approval of a preliminary development plan. The project consists of general clearing, installation of water and sewer utilities, 2 sanitary sewer pump stations, dry utilities, storm drainage infrastructure and a pervious paver roadway to serve the proposed 31 single-family residential lots. The property is zoned Palmetto Bluff Planned Unit Development and consists of +/- 52.8 acres identified by tax map numbers R614 057 000 0001 0000 and R614 058 000 0001 0000, located east of the intersection of Old Anson Road and Bighouse Plantation Road, and includes Long Island and the adjacent causeway.
STATUS 11/9/23: Staff comments on the preliminary development plan application were heard at the November 8, 2023, meeting of the DRC. Awaiting final development plan submittal.

PROJECT NAME: Palmetto Bluff

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-02-25-019603 02/19/2025 Development Plan Active Dan Frazier

Applicant: University Investments LLC **Owner:** University Investments

PLAN DESCRIPTION: A request by Jake Reed on behalf of University Investments, LLC for approval of a Preliminary Development Plan application. The project consists of two commercial buildings with associated infrastructure. The property is within the Buckwalter PUD consists of approximately 8.8 acres identified by tax map number R610 030 000 0116 0000 and located at east of Buckwalter Parkway south of Buckwalter Towne Boulevard.
STATUS: This item was heard at the March 26, 2025 Development Review Committee meeting.
STATUS: This item was conditionally approved at May 28, 2025 Planning Commission meeting subject to the following:
1. Provide an exhibit at time of final development plan submittal that illustrates how a future alignment of Bluffton Parkway (80-ft right-of-way) could be built on the subject property with the currently proposed Parcel 11A site plan layout.

PROJECT NAME:

DP-02-23-017662 02/09/2023 1215 MAY RIVER ROAD Development Plan Active Dan Frazier

Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT **Owner:** ERB Enterprises, LLC

PLAN DESCRIPTION: A request by Anna Petitgout of Ward Edwards Engineering on behalf of Ed Goeas of ERB Enterprises LLC for approval of a preliminary development plan application. The applicant proposes to construct site infrastructure, including an internal streetscape, drives, parking, walks, utilities, drainage, and stormwater to serve four mixed-use lots, one commercial lot and four residential lots. The subject property contains three lots zoned Neighborhood General – HD (NG-HD), one lot zoned Neighborhood Core (NC), and two lots zoned Residential General (RG) and consists of 3.43 acres identified by tax map numbers R610 039 000 0114 0000, R610 039 000 0093 0000, R610 039 000 0094 0000, R610 039 000 0095 0000, R610 039 000 0096 0000, R610 039 000 0107 0000 located at 1203 – 1217 May River Road and 15 - 19 Jason Street,
STATUS: Comments on the preliminary development plan were reviewed at the June 14, 2023, meeting of the DRC.
STATUS: The preliminary development plan was approved at the September 27, 2023, Planning Commission meeting. Awaiting final development plan submittal.
STATUS: The final development plan was heard at the July 10, 2024 meeting of the DRC.
STATUS: A final development plan resubmittal was received on 9/10/24.
STATUS 4/21/25: The project is awaiting an approved SCDOT Encroachment Permit.

PROJECT NAME: VAUX PROPERTY

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-03-25-019635 03/10/2025 21 MAIDEN LN LANE Development Plan Active Dan Frazier

Applicant: Sturre Engineering **Owner:** Hinton Vacation Properties

PLAN DESCRIPTION: A request by Sturre Engineering, on behalf of Hinton Vacation Properties for approval of a Preliminary Development Plan application. The project proposes the development of a 10 (10) lot mixed-use subdivision containing eight (8) single family residential lots and two mixed used lots with common open space and associated infrastructure. The properties are zoned Neighborhood General - Historic District (NG-HD) and consists of 3.58 acres identified by tax map numbers R610 039 00A 0042 0000 and R610 039 00A 042A 0000 located south of Bruin Road west of Pritchard Street.
STATUS: This item was heard at the April 9, 2025, Development Review Committee meeting. Awaiting resubmittal.

PROJECT NAME: OLD TOWN

DP-09-23-018499 09/21/2023 26 BRUIN RD ROAD Development Plan Active Dan Frazier

Applicant: Maria Drawdy **Owner:** Alljoy DC, LLC

PLAN DESCRIPTION: A request by Maria Drawdy on behalf of Troy Derda for approval of a preliminary land development application. The project consists of a two story building with a donut shop on the first floor and a residential unit on the second floor, associated parking and infrastructure. The property is identified by tax map number R610 039 00A 0416 0000 and consists of .21 acres located at 26 Bruin Road in the Neighborhood General Historic District.

STATUS: Comments on the preliminary development plan were heard at the October 25, 2023 DRC Meeting.
STATUS: The preliminary development plan was resubmitted on 11/20/23.
STATUS: The Preliminary Development Plan was approved at the 12/20/23 Planning Commission Meeting. Awaiting final development plan submittal.

PROJECT NAME: OLD TOWN

DP-10-24-019406 10/16/2024 Development Plan Active Dan Frazier

Applicant: William Heintz **Owner:** Rolling Dough Properties LLC

PLAN DESCRIPTION: A request by William Heintz of Kimley-Horn, on behalf of Rolling Dough Properties, LLC, for approval of a Preliminary Development Plan. The project consists of a 4,400 SF quick service restaurant with associated parking and infrastructure. The property is zoned Buckwalter PUD and consists of approximately 1.52 acres identified by tax map number R610 030 000 2002 000 and located at the southeast corner of Buckwalter Place Blvd and Innovation Drive within the Buckwalter Place Master Plan.
STATUS: This application was heard at the November 20, 2024 Development Review Committee meeting.
STATUS: The preliminary development plan application was approved at the January 22, 2025, Planning Commission meeting. Awaiting final development plan submittal.

PROJECT NAME: Buckwalter

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-05-23-018081 05/23/2023 Development Plan Active Dan Frazier

Applicant: Sturre Design & Development, LLC **Owner:**

PLAN DESCRIPTION: A request by Jen Townsley of Palmetto Coastal Landscaping, on behalf of Hampton Lake Community Association, Inc., for the approval of a preliminary Development Plan. The project proposes to construct an enclosed storage area including a gravel storage yard, gravel access drive, stormwater BMP, and water service to utilize as vehicle and equipment storage for landscaping operations. The property is zoned Buckwalter PUD and consists of approximately 10.9 acres, identified by tax map number R614-029-000-1985-0000 located on Parklands Drive within the Brightwater Master Plan.

STATUS: Staff comments were heard at the June 28, 2023, meeting of the DRC. Awaiting re-submittal.
STATUS: The preliminary development plan was resubmitted on 11/22/23.
STATUS: The Preliminary Development Plan was approved at the 12/20/23 Planning Commission Meeting. Awaiting final development plan submittal.
STATUS: Requested status update 7/23/25.

PROJECT NAME:

DP-08-22-017074 08/12/2022 Development Plan Active Dan Frazier

Applicant: Thomas & Hutton **Owner:**

PLAN DESCRIPTION: A request by Michael Hughes of Thomas & Hutton on behalf of May River Forest, LLC for approval of a development plan. The project consists of the general clearing, installation of utilities, drainage, grading and paving for +/- 5 miles of Old Anson Road beginning near the intersection of Old Moreland Road and Big House Landing Road and terminating on Big House Island near the Anson Marina. The property is zoned Palmetto Bluff PUD and consists of approximately 110.0 acres identified by tax map numbers R614 046 000 0062 0000, R614 052 000 0059 0000, R614 045 000 0024 0000, R614 045 000 0026 0000, and R614 057 000 0001 0000 located within the Palmetto Bluff Master Plan.
STATUS: Staff comments were reviewed at the September 14, 2022 meeting of the DRC.
STATUS: The final development plan application was submitted on May 19, 2023. Comments on the FDP submittal were reviewed at the June 21, 2023, meeting of the DRC. Awaiting re-submittal addressing FDP Staff Comments.

PROJECT NAME:

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-02-25-019581 | 02/04/2025 | 335 BUCKWALTER PARKWAY | Development Plan | Active | Dan Frazier

Applicant: Carolina Engineering Consultants, Inc. **Owner:** Beaufort County

PLAN DESCRIPTION: A request by Livewell Terrace LP on behalf of property owner Beaufort County for approval of a Preliminary Development Plan. The project consists of the construction of a 120-unit apartment complex with a leasing office and future medical building and associated infrastructure. The property is zoned Buckwalter Planned Unit Development (PUD) and consists of approximately 10.09 acres identified by tax map number R610 030 000 0712 0000 within the Buckwalter Commons Phase 1 Master Plan.
STATUS: This application was heard at the July 9, 2025 Development Review Committee meeting.
STATUS: This application will be heard at the August 27, 2025 Planning Commission meeting.

PROJECT NAME: Buckwalter

DP-03-25-019673 | 03/27/2025 | 121 BURNT CHURCH RD ROAD | Development Plan | Active | Dan Frazier

Applicant: Anthony Morse **Owner:** My-Nash Realty Corp

PLAN DESCRIPTION: A request by Anthony Morse on behalf of the property owner My-Nash Realty Corp for review of a preliminary development plan. The project consists of a 4,464 SF commercial building with drive through, parking and associated infrastructure. The property is zoned Neighborhood Core (NC) and consists of approximately 0.83 acres identified by tax map number R610 040 000 0164 0000 and located within the Highway Corridor Overlay District.
STATUS: The preliminary development plan was reviewed at the May 21, 2025, DRC Meeting.
STATUS: This item was heard and tabled at the June 25, 2025 Planning Commission meeting.
STATUS: This item will be heard at the August 27, 2025 Planning Commission meeting.

PROJECT NAME: LEE/BURNT CHURCH RD

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-03-25-019666 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 2,609 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 was APPROVED at the June 25, 2025 Planning Commission meeting.
STATUS: This Final Development Plan application will be heard at the August 6, 2025 Development Review Committee meeting.

PROJECT NAME: TOWNE CENTRE AT NEW RIVERSIDE

DP-08-25-019903 08/20/2025 Development Plan Active Dan Frazier

Applicant: Village Park Communities, LLC **Owner:** Village Park Communities, LLC

PLAN DESCRIPTION: Design & build out approximately 76 single family detached residential units, necessary road and utilities infrastructure, stormwater management area(s), and amenity area(s).

PROJECT NAME: ALSTON PARK

DP-10-24-019391 10/10/2024 Development Plan Active Dan Frazier

Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT **Owner:** Eric Zwilsky

PLAN DESCRIPTION: A request by Brad Buss of Ward Edwards Inc., on behalf of Eric Zwilsky of 1 Corinthians, LLC, for approval of a Preliminary Development Plan. The project consists of a 15,400 SF basketball-focused fitness facility with associated access, parking, utilities and stormwater infrastructure. The property is zoned General Mixed Use (GMU) and consists of approximately 6.0 acres identified by tax map numbers R610 031 000 0212 0000 and R610 031 000 0173 0000.
STATUS: This item was heard at the November 13, 2024 Development Review Committee meeting.
STATUS: This request has been added to the December 18, 2024 Planning Commission agenda.
STATUS: The Preliminary Development Plan was APPROVED. Awaiting final development plan submittal.

PROJECT NAME: WESTBURY PARK COMMERCIAL

Growth Management Application Update Report

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

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

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-06-25-019799 | 06/16/2025 | | Development Plan | Active | Dan Frazier

Applicant: Moore Civil Consulting, Inc. **Owner:** Girishkumar Patel

PLAN DESCRIPTION: A request by Girishkumar Patel for approval of a Preliminary Development Plan application. The project consists of the construction of a 6,000 SF convenience store, fueling station with associated infrastructure. The property is within the Village at Verdier Planned Unit Development (PUD) consists of 5.46 acres identified by tax map numbers R610 021 000 0652 0000 and R610 021 000 0824 0000 at the intersection of HWY 170 and Seagrass Station Road.
STATUS: This item was heard at the July 23, 2025 Development Review Committee meeting.
STATUS: This item will be heard at the August 27, 2025 Planning Commission meeting.

PROJECT NAME:

DP-03-24-019066 | 03/26/2024 | 9 BRUIN ROAD | Development Plan | Active | Dan Frazier

Applicant: Witmer Jones Keefer Ltd. **Owner:** Eugene Marks

PLAN DESCRIPTION: A request by Jonathan Marsh of Witmer Jones Keefer, Ltd, on behalf of the property owner, Eugene Marks of JOHA LLC, for approval of a preliminary development plan. The project proposes the installation of site infrastructure including internal drive, access, parking, walks, utilities, drainage, and stormwater infrastructure to support one existing residential unit and the future development of three mixed-use commercial lots and two mixed-use carriage houses for a combined total square footage of +/- 19,100 SF. The property is zoned Neighborhood Commercial – Historic District (NC-HD) and consists of approximately 0.79 acres identified by tax map number R610 039 00A 0021 0000 located at the northeast corner of Bluffton Road and Bruin Road.
Status: Staff comments on the preliminary development plan was heard at the May 1, 2024, meeting of the DRC.
Status: The preliminary development plan application was approved at the June 26, 2024 Planning Commission agenda. Awaiting final development plan submittal.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-06-25-019796 06/10/2025 Development Plan Active Dan Frazier

Applicant: Kathleen Duncan **Owner:** Speyside Partners LLC

PLAN DESCRIPTION: A request by Kathleen Duncan of J.K. Tiller Associates, Inc. on behalf of David Johnson of Speyside Partners LLC for approval of a Preliminary Development Plan. The project consists of the construction of a two-story day care building with associated infrastructure. The property is zoned Buckwalter Planned Unit Development (PUD) and consists of approximately 1.6 acres identified by tax map number R614 022 000 1128 0000 within the Washington Square Master Plan.
STATUS: This item was heard at the July 9, 2025 Development Review Committee meeting.
STATUS: This item will be heard at the August 27, 2025 Planning Commission meeting.

PROJECT NAME: WASHINGTON SQUARE

DP-01-25-019535 01/13/2025 Development Plan Active Dan Frazier

Applicant: R. Stewart Design, LLC **Owner:** Olympia Rymko

PLAN DESCRIPTION: A request by Randolph Stewart , on behalf of Olympia Rymko for approval of a Preliminary Development Plan application. The project consists of lots, each with one mixed use building and one carriage house with associated infrastructure. The property is zoned Neighborhood Center - Historic District and consists of approximately 0.29 acres identified by tax map numbers R610 039 00A 0254 0000 and R610 039 00A 0385 0000 located on the northeast corner of Boundary Street and Green Street.
STATUS: This item was heard at the February 19, 2025 Development Review Committee meeting. Awaiting Resubmittal.
STATUS: A resubmittal was received on 4/15/25. The project is tentatively scheduled to be heard at the May 28, 2025, Planning Commission meeting.
STATUS: The application was heard and withdrawn at the May 28, 2025 Planning Commission meeting. Awaiting resubmittal.
STATUS 6/13/25: The Applicant met with select PC Staff Members to work through concerns that planning commission members raised during the May 28, 2025, PC meeting.

PROJECT NAME: OLD TOWN

DP-06-24-019163 06/06/2024 87 SIMMONSVILLE ROAD Development Plan Active Dan Frazier

Applicant: Carolina Engineering Consultants, Inc. **Owner:** One Bluff Park LLC

PLAN DESCRIPTION: A request by David Karlyk, PE of Carolina Engineering, on behalf of One Bluff Park for approval of a Preliminary Development Plan. The project consists of constructing a 4,265 sq. ft. automated car wash with associated parking and infrastructure. The property is zoned Shultz PUD and consists of approximately 1.49 acres identified by tax map number R610 031 000 1691 0000 and located at the northeast corner of Bluffton Parkway and Simmonsville Road within the Bluffton Park Master Plan.
STATUS: The preliminary development plan was heard at the Development Review Committee meeting on July 17, 2024. A resubmittal was provided on July 22, 2024.
STATUS: The Preliminary Development Plan was approved at the 8/28/24 Planning Commission Meeting. Awaiting final DP submittal.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-06-25-019806 | 06/18/2025 | 1271 MAY RIVER RD ROAD | Development Plan | Active | Dan Frazier

Applicant: Kathleen Duncan **Owner:** Sharan Patel

PLAN DESCRIPTION: A request by Kathleen Duncan of J.K. Tiller Associates, Inc. on behalf of property owner Sharan Pyari Patel for approval of a Preliminary Development Plan application. The project consists of the construction of a 5,259 SF mixed use building and one (1) 1,200 SF carriage house with associated infrastructure. The property is zoned Neighborhood General - Historic District (NG-HD) consists of 0.34 acres identified by tax map numbers R610 039 000 0557 0000 within the Old Town Bluffton Historic District.
STATUS: This item was heard at the July 23, 2025 Development Review Committee meeting.
STATUS: This item will be heard at the August 27, 2025 Planning Commission meeting.

PROJECT NAME: OLD TOWN

DP-04-25-019716 | 04/18/2025 | 201E MIDPOINT BOULEVARD | Development Plan | Active | Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:**

PLAN DESCRIPTION: A request by John Paul Moore of Thomas and Hutton on behalf of Sam Bellock of Pulte Home Company for approval of a preliminary development plan application. The project consists of 66 single family residential lots, open space, and associated infrastructure. The property is zoned New Riverside Planned Unit Development and consists of approximately 33.0 acres identified by tax map number R610 044 000 0012 0000 located within the Midpoint at New Riverside Concept Master Plan.
STATUS: This Preliminary Development Plan will be heard at the May 21, 2025 Development Review Committee meeting.

PROJECT NAME: MIDPOINT AT NEW RIVERSIDE

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-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

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

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

Active Cases

Development Plan

DP-08-23-018338 | 08/01/2023 | 1 JCS COVE | Development Plan | Active | Dan Frazier

Applicant: Sturre Design & Development, LLC **Owner:** James Saba

PLAN DESCRIPTION: A request by Nathan Sturre of Sturre Engineering on behalf of the property owner James Saba, for approval of a preliminary development plan application. The project proposes the construction of a 2,786 SF recreation building to serve the six (6) single family residences at JC's Cove. The property is zoned Agriculture (AG) and consists of 1.53 acres identified by tax map number R610 039 000 1129 0000 located on the south side of May River Road approximately 1,200 feet east of Buck Island Road.
STATUS: Staff comments on the preliminary development plan was reviewed at the September 6, 2023 meeting of the DRC.
STATUS: The preliminary development plan was heard at the September 27, 2023, Planning Commission meeting. Conceptual COFA was heard at the 2/21/24 DRC meeting. Awaiting final development plan submittal.

PROJECT NAME: JC'S COVE

DP-09-24-019351 | 09/19/2024 | 45 CAMP EIGHT ROAD | Development Plan | Active | Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:** Palmetto Bluff Uplands, LLC / May River Forest, LLC

PLAN DESCRIPTION: A request by Drew Lonker of Thomas and Hutton on behalf of May River Forest, LLC for approval of a Preliminary Development Plan. The project consists of 59 single family residential lots and associated infrastructure. The property is zoned Palmetto Bluff Planned Unit Development and consists of approximately 80.1 acres identified by tax map number R614 045 000 0026 0000, R610 045 000 0576 0000, R614 046 000 0062 0000, R614 046 000 0401 0000 located at the intersection of Old Moreland Road and Laurel Oak Bay Road within the Palmetto Bluff Tract Master Plan.

STATUS: This item was heard at the October 23, 2024 Development Review Committee Meeting. Awaiting final development plan submittal.

PROJECT NAME: PALMETTO BLUFF PHASE 1

DP-07-24-019259 | 07/30/2024 | 1W WHITEHOUSE PLANTATION ROAD | Development Plan | Active | Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:** Will Howard

PLAN DESCRIPTION: m7 A request by Drew Lonker of Thomas & Hutton, on behalf of Palmetto Bluff Uplands, LLC for approval of a Preliminary Development Plan. The project scope consists of general clearing, installation of water and sewer utilities, a sanitary sewer pump station, dry utilities, storm drainage infrastructure and a asphalt roadway to serve the proposed 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.
STATUS: This item was heard at the September 4, 2024 Development Review Committee meeting. Awaiting resubmittal.

PROJECT NAME:

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-02-25-019597	02/14/2025	11 GRASSEY LANE	Development Plan	Active	Dan Frazier

Applicant: Sturre Design & Development, LLC **Owner:** Cornerstone Church

PLAN DESCRIPTION: A request by Sturre Engineering on behalf of Cornerstone Church for approval of a Preliminary Development Plan application. The project consists of site improvements to accommodate a new assembly hall and offices for church operations including stormwater, parking and associated infrastructure. The property is zoned Agricultural (AG) and Rural Mixed Use (RMU) and consists of approximately 41.3 acres identified by tax map number R610 036 000 0014 0000 and located south of May River Road approximately 600 feet east of Stardust Lane.
STATUS: This item was heard at the March 26, 2025 Development Review Committee meeting.
STATUS: This item was heard at the April 23, 2025 Planning Commission Meeting.

PROJECT NAME: NEW RIVERSIDE VILLAGE

Public Project

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:

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-11-24-019435	11/04/2024	74 BRIDGE ST STREET	Development Plan	Active	Dan Frazier

Applicant: Town of Bluffton **Owner:** Town of Bluffton

PLAN DESCRIPTION: A request by Constance Clarkson on behalf of the Town of Bluffton for the approval of a Public Project application. The project consists of roadway, sidewalk, parking and drainage improvements in the Bridge Street right-of-way 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: 29

Development Plan Amendment

NA

DPA-04-25-019691	04/08/2025	190 GOETHE ROAD	Development Plan Amendment	Active	Dan Frazier

Applicant: Witmer Jones Keefer Ltd. **Owner:** James Fraser

PLAN DESCRIPTION: A request by Witmer Jones Keefer, Ltd., on behalf of property owner James C. Frazer, Jr., for approval of a Development Plan Amendment. The project consists of the addition of parking, landscaping, and ADA accessibility to the existing restaurant. The property is zoned Neighborhood Core identified by tax map number R610 039 00A 0093 0000 located at 196 Goethe Road.
STATUS: This item will be heard at the May 14, 2025 Development Review Committee meeting.

PROJECT NAME: SCHULTZ/GOETHE RD

PUD

Growth Management Application Update Report

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

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

Active Cases

Development Plan Amendment

DPA-04-17-010844	04/19/2017	495 BUCKWALTER PKWY	Development Plan Amendment	Active	Dan Frazier

Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT **Owner:** Cross Outreach Ministries

PLAN DESCRIPTION: The Applicant is requesting approval of a Development Plan Amendment for (PD.08.01.553) for the addition of classroom wing for 7-12 and to expand the multi-purpose/worship facility.
STATUS 05/09/17: The Development Plan Amendment is Approved.
STATUS 08/24/2017: The Applicant is requesting approval of a Development Plan Amendment to re-configure "Pond 3" to allow for expansion of the multi-purpose field to a regulation sized soccer field. The Development Plan Amendment is scheduled for the Sept. 12 meeting of the DRC.
STATUS 09/13/2017: The Sept 12 meeting of the DRC was cancelled to Hurricane Irma. Comments on the Development Plan Amendment will be reviewed at the Sept 19 meeting of the DRC.
STATUS 09/21/2017: Comments on the Development Plan Amendment were provided at the Sept. 19 meeting of the DRC. Revisions are required for approval. Awaiting re-submittal.
STATUS 06/21/2018: An Amendment to introduce additional phases of construction APPROVED.
STATUS 01/20/2019: An application to amend the development plan to construct a chapel have been submitted for review. Comments will be reviewed at the Jan 22 meeting of the DRC.
STATUS 02/19/2019: Comments were provided at the Jan. 22 meeting of the DRC. Awaiting re-submittal for Final Approval.
STATUS 02/25/2019: Re-submittal materials approved by the Fire Marshall. Final Development Plan is APPROVED.
STATUS 10/22/2019: Address created for Chapel, 491 Buckwalter PKWY.
STATUS 12/120/2020: A Development Plan Amendment to construct an additional classroom building has been submitted for review.

STATUS 2/10/2021: The Development Plan Amendment is APPROVED.
STATUS 10/29/2024: The Development Plan Amendment for the Cross Schools Columbarium was heard at the November 6, 2024 Development Review Committee meeting. The DPA is conditionally approved pending stormwater review and approval.
STATUS 10/29/2024: The Development Plan Amendment for the Cross Schools Cafeteria Expansion will be heard at the November 27, 2024 Development Review Committee meeting.
STATUS 11/8/24: The Development Plan Amendment for the Cross Schools Columbarium is APPROVED.
STATUS 11/20/24: The Applicant has submitted a Development Plan Amendment for the expansion of the cafeteria. This item was heard at the November 27, 2024 Development Review Committee meeting.
STATUS 1/27/25: The project received MS4 Auto-coverage Approval - waiting on BMP Maintenance Agreement prior to DPA approval.
STATUS 2/5/25: The Development Plan Amendment for the Cafeteria Expansion is APPROVED.
STATUS 8/13/25: A Development Plan Amendment application for a temporary classroom trailer will be heard at the August 20, 2025 Development Review Committee meeting.

PROJECT NAME: CHURCH OF THE CROSS AT BUCKWALTER

Growth Management Application Update Report

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

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

Active Cases

Total Development Plan Amendment Cases: 2

Subdivision Plan

General

SUB-08-25-019893	08/15/2025	201E MIDPOINT BLVD BOULEVARD	Subdivision Plan	Active	Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:** Pulte Group

PLAN DESCRIPTION: Proposed subdivision plat for 70 lots along Sea Glass Ln, Golden Poppy Ln, and Coral Cove Rd.

PROJECT NAME: MIDPOINT AT NEW RIVERSIDE

SUB-02-25-019578	02/04/2025	149 SIMMONSVILLE RD ROAD	Subdivision Plan	Active	Dan Frazier

Applicant: Jason Frazier **Owner:** Benjamin & Leah Frazier

PLAN DESCRIPTION: A request by Jason Frazier on behalf of Benjamin Frazier for the approval of a Subdivision application. The project consists of the subdivision of a single lot into three lots with associated access and utility easements. The property is zoned Residential General (RG) identified by tax map number R600 031 000 0168 0000 and consists of approximately 0.91 acres located on Simmonsville Road.
STATUS: This item was heard at the March 12, 2025 Development Review Committee meeting.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Total Subdivision Plan Cases: 2

Zoning Action

UDO Text Amendment

Growth Management Application Update Report

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

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

Active Cases

Zoning Action

ZONE-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:

Zoning Map Amendment

Growth Management Application Update Report

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

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

Active Cases

Zoning Action

ZONE-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

ZONE-03-24-019046 03/14/2024 Zoning Action Active Dan Frazier

Applicant: Bryant and Son Trucking Company **Owner:** Bryant and Son Trucking Company

PLAN DESCRIPTION: A request by the applicant and property owner Johnnie Bryant III, for approval of a zoning map amendment application. The property is located at 30 Davis Road and consists of approximately 2.14 acres identified by tax map number R600 029 000 0028 0000 and currently zoned T2R Rural in unincorporated Beaufort County. This application is associated with the following annexation request; ANNX-03-24-019045.

STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.
STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment were recommended for approval at the July 24, 2024, Planning Commission meeting.
STATUS: THE ZMA and CPA were approved at 1st Reading at the August 13, 2024, Town Council Meeting.
STATUS 11-12-24: Town Council APPROVED 2nd and Final Reading of the ZMA and CPA.

PROJECT NAME:

Zoning Permit

Growth Management Application Update Report

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

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

Active Cases

Zoning Action

ZONE-07-25-019851	07/24/2025	200 BLUFFTON RD ROAD	Zoning Action	Active	Dan Frazier

Applicant: Cellco Partnership DBA Verizon Wireless **Owner:**

PLAN DESCRIPTION: This project consists of the installation of a proposed metal pole and new small cell equipment along with associated electrical components, mounting hardware (as needed), and all associated work. Power to be routed by local utility company. Fiber to be permitted separately. Cell tower #6

PROJECT NAME: OLD TOWN

Zoning Variance

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: The Applicant, Thomas H. Boyle of Encompass Health, requests a variance to encroach 25 feet into the 50-foot wetland buffer (Unified Development Ordinance (UDO) Section 5.10.7). The property is identified by tax map numbers R610 021 000 0649 0000 in the Village of Verdier Planned Unit Development (PUD).
STATUS: This item is tentatively on the August 5, 2025 Board of Zoning Appeals meeting.

PROJECT NAME: VILLAGE AT VERDIER PLANTATION

Total Zoning Action Cases: 6

Total Active Cases: 72

Total Plan Cases: 72

Town of Bluffton
20 Bridge St.
PO Box 386
Bluffton, SC 29910
843.706.4500

To: Town Council

From: Stephen Steese, Town Manager

Date: August 29, 2025

Town Operations / Community Meetings

- We continue to monitor the weather as we move through hurricane season. We have had a very hot and wet July and August with substantial rain fall totals.
- Registration for the 2025 Council Election opened on Friday August 8th and runs through September 5th. There are two seats on the ballot this year.
- I presented to the Realtors Association on August 29th. I addressed upcoming commercial/medical developments, capital projects, land acquisitions, and the new Residents Resource Guide. I am hopeful that they will become a partner in distributing these guides to future residents.
- We are working with partnering jurisdictions to do a traffic enforcement campaign on 278 in September. Beaufort/Jasper counties, Hardeeville, and the Highway Patrol will participate. The focus will be on speeding, running redlights, distracted driving, and education on the new Hands-Free SC Law that was adopted. More information will be forthcoming.
- Reminder that Town offices will be closed on Monday, September 1st in observance of Labor Day.

Town Council/Town Attorney Related Meetings

- Weekly Mayor / Mayor Pro Tempore / Manager meetings.
- Council held a Workshop Meeting to discuss the new South Carolina golf cart regulations and the proposed Ordinance to allow nighttime use. There were also suggestions on additional restrictions related to number of occupants, seatbelts, and child restraints.
- Mayor Toomer and I hosted the Countywide Mayor/Manager meeting at the Rotary Center. The County Chairwoman, Vice Chairwoman, and Administrator were invited to discuss the potential Capital Penny Referendum they are considering at the County. You received an email outlining the County Workshop on this matter.
- Held the bi-monthly meeting with Mayor, Manager, and Chief.
- Some councilmembers attended a Realtors Association Meeting where they presented survey results that had completed for Beaufort County and specific towns. I have asked for a copy of the results to share and will do so once I get them.
- Mayor Toomer, Councilmembers, and staff attended the SOLOCO meeting in Bluffton on August 26th. There were presentations and discussions related to the upcoming Alzheimer's Walk, Red Cross, and the new YMCA in Hardeeville.

Updates and Miscellaneous Information

- The Beaufort Memorial partnership to provide on-site medical care started in July. They will be onsite once a week for now and will expand as needed. We are also partnering with them to do some community events to give people discounted access to basic medical services and testing.
- Held our Concert Series at Oyster Factory Park on August 15th with True Gentlemen playing.

TOWN COUNCIL

STAFF REPORT
Executive Office

MEETING DATE:	August 12, 2025
ISSUE:	Establishment of the "Don Ryan Seat,"
PROJECT MANAGER:	Paul Arvantides, CEO of DRCI

BACKGROUND/DISCUSSION:

DRCI staff, in consultation with the DRCI Board and TOB Staff, determined that a permanent seat on the Don Ryan Center for Innovation, Inc. Board of Directors should be established to honor the Ryan family's foundational role and continuing legacy. This seat, titled the "Don Ryan Seat," will be filled by a Ryan family member or their designee. It will not include voting rights.

The amendment was reviewed and discussed by the DRCI Board and received unanimous approval for submission to Bluffton Town Council for final consideration.

This proposed amendment to the DRCI Bylaws was reviewed and discussed during the July 10, 2025, DRCI Board meeting. The Board voted unanimously to amend the Bylaws and submit the proposed amendment for consideration and approval by Bluffton Town Council.

NEXT STEPS:

1. Bluffton Town Council approves bylaw amendment as presented
2. DRCI Board informed of Council's approval at next convened board meeting

ATTACHMENTS:

1. Proposed Resolution Adopting an Amendment to the DRCI Bylaws
    a. Exhibit A: Proposed Amended DRCI Bylaws (Redlined) – Creation of Don Ryan Seat
2. Proposed Motion

RECOMMENDATION:

Town Council approve the noted change to the DRCI Bylaws as approved by the DRCI Board of Directors, creating a permanent Don Ryan Seat.

BYLAWS OF
DON RYAN CENTER FOR INNOVATION, INC.
ADOPTED MARCH 14, 2017
LAST REVISED JUNE 13, 2023

ARTICLE I

NAME, SEAL AND OFFICES

1.1 Name. The name of this Corporation is Don Ryan Center for Innovation, Inc. (the "Corporation").

1.2 Seal. The Board of Directors may adopt, use and alter a corporate seal at pleasure. The seal shall be kept at the principal office of the corporation. Failure to affix the seal to any corporate instrument, however, shall not affect the validity of that instrument.

1.3 Offices. The principal office of the corporation shall be located in the Town of Bluffton, County of Beaufort, State of South Carolina. The Board may at any time, or from time to time, change the location of the principal office from one location to another within said Town and county.

ARTICLE II

OBJECTIVE, PURPOSE, ACTIVITIES AND DISPOSITION OF ASSETS ON DISSOLUTION

2.1 Objective. The Corporation's objective is to be organized and operated exclusively as a South Carolina public benefit nonprofit corporation existing for the benefit of the Town of Bluffton (the "Town"), a municipal corporation of the State of South Carolina and it's surrounding region

2.2 General Purpose. The Corporation has not been formed for pecuniary profit or financial gain, and no part of the assets, income, or profits of the Corporation is or shall be distributable to, or inure to the benefit of, its Directors or officers except to the extent permitted under the laws of South Carolina relating to nonprofit corporations. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Bylaws or the Corporation's Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 115 of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any subsequent United States internal revenue law) (the "IRC"), or (b) by a corporation, contributions to which are deductible under IRC Section 170(c)(1). In no event, however, shall the corporation engage in activities that are not permitted to be carried on: by a corporation exempt under Section 501(c)(3) of the Internal Revenue Code and its regulations, as they now exist or as they may be amended.

2.3 Specific Purposes. The Corporation is an instrumentality of the Town organized and operated to assist the Town in the following governmental functions and accomplish the following governmental purposes:

(a) To accept, buy, sell, own, hold, develop, lease, operate, mortgage, insure, pledge, assign, transfer or otherwise receive or dispose of interest in real and personal property including transferred development rights.

(b) To engage in the economic development of the Town for the benefit of the Town and the region;

(c) To pursue a wide range of activities and projects, including, but not limited to, developing programs to assist technology start up businesses and/or the relocation of technology based businesses to the region, business recruitment and retention, and for the purpose of carrying on its objects and purposes;

(d) To provide small business start up and development resulting in expanded employment, economic prosperity and business opportunities for businesses and residents and to provide such charitable services that are associated with such specific purposes as allowed by law;

(e) To make contracts and guaranties, incur liabilities, borrow money, issue notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of any of its property, franchises, or income;

(f) To lend money, invest and reinvest its funds, and receive and hold real and personal property as security for repayment;

(g) To engage in any and all lawful activities necessary or incident to the foregoing purposes, except as limited herein;

(h) To do any other act or thing incident to or in connection with the foregoing purposes or in advancement thereof but not for the pecuniary profit or financial gain of its Directors or officers except as permitted under the South Carolina Nonprofit Corporation Act of 1994. In furtherance of its corporate purposes, the Corporation shall have all general powers enumerated in Section 33-31-302 of the Code of Laws of South Carolina 1976 as amended.

2.4 Distribution on Dissolution. The properties and assets of the corporation are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any Director or officer of the corporation. On liquidation or dissolution, all remaining properties and assets of the corporation shall be distributed and paid over to the Town of Bluffton and used for public purposes, or paid over to such organization (or organizations) organized and operated exclusively for charitable purposes, which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue law).

ARTICLE III

ARTICLE 3: MEMBERSHIP

3.1 Sole Member. The Town of Bluffton, a municipal, shall be the sole member of the corporation and is referred to in these bylaws as the "Sole Member." The Sole Member shall act through the Town Council in accordance with its Charter, the Town's Municipal Code, applicable state laws and these bylaws.

3.2 Rights of Membership. The Sole Member shall have the right to vote on: the election and removal of Directors of the Board, subject to the provisions of Article IV of these bylaws; the disposition of all or substantially all of the corporation's assets; any merger and its principal terms and any amendment of those terms; any election to dissolve the corporation; any amendment of the Articles of Incorporation or bylaws; and such other matters as set forth in these bylaws and the Law. In addition, the Sole Member shall have all rights afforded members under the Law and these bylaws. The corporation may benefit, serve, or assist persons who are not members.

The Sole Member shall not be entitled to any dividend or any part of the income of the corporation, except as may be necessary to fulfill any contractual obligations between the corporation and the Sole Member.

3.3 Termination of Membership. The membership shall only terminate upon the resignation of the Sole Member, on reasonable notice to the corporation.

3.4 Expulsion, Suspension or Termination of Membership. The Sole Member may not be expelled or suspended, and no membership or membership rights may be terminated or suspended.

3.5 Transfer of Membership. The membership, or rights arising from membership, shall only be transferred by an official act of the Town of Bluffton.

3.6 Liability for Debts or Obligations. The Town, as the Sole Member of the corporation, is not, as such, liable for the debts, liabilities or obligations of the corporation.

ARTICLE IV

BOARD OF DIRECTORS

4.1 Powers. Subject to the provisions and limitations of the South Carolina Nonprofit Corporation Act of 1994, as amended (the "Act") and any other applicable laws of the State of South Carolina, and subject to any limitations in the Articles of Incorporation and these bylaws regarding actions that require approval of the Sole Member, the business and affairs of the corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors. The Board may delegate the management of the day-to-day operation of the business of the corporation to a committee composed of Directors, or other person, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

4.2 Number and Qualifications. The Board of Directors (the "Board") of the Corporation shall consist of up to eleven (11) voting Directors (the "Directors") appointed by the Sole Member at its discretion, and such additional Ex Officio members appointed by the Directors pursuant to Section 4.5 of these Bylaws.

4.3 Director Appointments and Classification. Appointments of the Director seats shall be as follows:

(a) The Mayor of the Town of Bluffton shall serve as a Director.

(b) The remaining ten (10) Directors shall be appointed by the Sole Member at its discretion at a regular meeting of the Sole Member. However, if all of the Directors to be elected are not elected at any regular meeting of the Sole Member, they may be elected at any special meeting of the Sole Member held for that purpose.

4.4 Director Terms.

The initial Directors, save and except as otherwise provided, shall have staggered terms of one, two, or three years. It is the intent of these bylaws to have and maintain staggered terms of office for the Directors and to provide that no more than one-third (1/3) of the Directors' offices expire in any given year. Thereafter, appointments of Directors shall occur upon expiration of the initial term and every three (3) years thereafter by the Sole Member at a regular meeting of the Sole Member. However, if all of the Directors to be elected are not elected at any regular meeting of the Sole Member, they may be elected at any special meeting of the Sole Member held for that purpose. Directors appointed to any newly created seat established by an amendment of these bylaws shall serve for a term of three (3) years. No Director shall serve more than three (3) full three (3) year terms. Any partial term less than one-half plus one day of a full term shall not be considered as a full term. Any partial term more than half the full term shall be considered a full term. Terms for each Director shall begin on July 1 and expire on June 30. Each Director, including a Director appointed to fill a vacancy, shall hold office until expiration of the term for which appointed and until a successor has been appointed and qualified.

The following Directors are subject to alternate Terms are as follows:

(a) The Mayor of the Town of Bluffton whose term on the Board shall coincide with the Mayor's term in office.

4.5 Ex Officio Appointments, Classification, and Terms: The Board shall also consist of certain Ex Officio (the "Ex Officio") members, whose memberships include the right to attend meetings of the Board and to speak at Board meetings but not the right to vote. The Directors shall be responsible for the appointment of all Ex Officio Members in accordance with these Bylaws. The Directors shall appoint the following mandatory Ex Officio members as prescribed below:

(a) One (1) representative consisting of a member of the Town of Bluffton Town Council to be appointed by the Directors upon notification by the Town of Bluffton Town Council whose term on the Board shall coincide with the Council member's term in office; and,

(b) One (1) representative consisting of the Town's Finance Director, or their designee as approved by the Sole Member, to serve as an Ex Officio who shall serve without term limits, so long as they continue employment with the Town of Bluffton.

(c) One (1) representative consisting of the CEO to serve as an Ex Officio who shall serve without term limits, so long as they continue employment with the Town of Bluffton.

Further, the Directors may appoint up to ten (10) at-large Ex Officio members to the Board who shall serve for a term of three (3) years and may serve a maximum of three (3) consecutive terms. Any partial term less than of one-half plus one day of a full term shall not be considered as a full term. Any partial term more than half the full term shall be considered a full term. Terms for each Ex-Officio member shall begin on July 1 and expire on June 30. Each Ex-Officio member, including an Ex-Officio member appointed to fill a vacancy, shall hold office until expiration of the term for which appointed and until a successor has been appointed and qualified.

4.6 Resignation. A Director or Ex-Officio member may resign at any time by delivering written notice to the Board, the Chair or the Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later date. Appointments to fill vacant seat(s) shall be in accordance with Article 4 of these Bylaws for the duration of that seat's term.

4.7 Removal/Vacancies. The Town Council may, with or without cause, remove any Director from the Board. The Directors may, with or without cause, remove any Ex-Officio member from the Board. An Ex Officio member of the Board or officer, who ceases to hold that office, shall be deemed automatically removed from the Board of Directors. Appointments to fill vacant seat(s) shall be in accordance with Article 4 of these By-Laws for the duration of that seat's term.

4.8 Attendance. All Directors and Ex-Officio members shall be required to attend at least two-thirds (2/3) of the scheduled and/or special meetings of the Board held during each fiscal year of the Corporation. A Director or Ex-Officio member shall be deemed in attendance if participating by telephone. Any absence excused by a majority vote of the Directors shall not count as an absence for purposes of this Section. Failure of any Director or Ex-Officio member to satisfy this attendance requirement may result in removal of the subject Director or Ex-Officio member by the Sole Member.

4.9 Education Partners. Recognizing the importance of promoting and enhancing programs and initiatives to further workforce development to maintain and improve competitiveness for the region, the Board desires to provide for Education Partners as advisors on applicable matters. Education Partners are non-voting, advisory members on matters pertaining to initiatives, training, and programs as necessary. Education Partners may include representatives from local and regional institutions such as the Beaufort County School District, Savannah College of Art and Design, Technical College of the Lowcountry, University of South Carolina Beaufort, and other similar organizations as determined by the Board.

4.9A Executive Advisor Board Member: The "Don Ryan" Seat

4.9A.1 – Establishment of the Executive Advisor Seat

To honor the foundational and ongoing contributions of the Ryan family to the Don Ryan Center for Innovation, an Executive Advisor Board Member seat—referred to as the "Don Ryan" seat—is hereby established. This role provides a lasting connection to the Ryan family legacy and ensures their involvement and influence are acknowledged within the organization's governance structure, even in the absence of a voting Board appointment.

4.9A.2 – Eligibility and Appointment

The Executive Advisor seat may be occupied by a member of the Ryan family or a designee nominated by the family.

4.9A.3 – Role, Voting Status, and Dual Appointment

The Executive Advisor Board Member does not possess voting rights. However, the seat may be held concurrently by an individual who also serves as a voting member of the Board of Directors. This allows for continued legacy acknowledgment without requiring an additional voting seat or leaving a position vacant.

4.9A.4 – Privileges and Participation

Although non-voting, the Executive Advisor may attend all Board meetings, participate in discussions, and receive Board communications. At the Board's discretion, the Advisor may be granted additional privileges to support the Advisor's engagement with the organization.

4.9A.5 – Continuity and Legacy

In the event the Ryan family does not wish to appoint a voting Director, the Executive Advisor seat may be filled independently, preserving the family's symbolic and advisory presence on the Board. This structure ensures that the "Don Ryan" seat is not left vacant and continues to serve as a visible testament to the family's historic role in the Center's formation and mission.

4.10 Meetings. The Corporation shall hold an annual meeting each June, or as soon thereafter as possible, for the purpose of electing officers of the Board and for transacting such other business as may come before the Board. The meeting shall be held at the principal office of the Corporation or such other location within or without the State of South Carolina as specified by the Board of Directors. The Board may by resolution provide for the holding of additional regular meetings, which resolution shall state time, date, and place of such regular meetings and to be distributed at the beginning of each calendar year in accordance with the South Carolina Freedom of Information Act. Except as otherwise provided by law, any business may be transacted at any meeting of the Board of Directors.

4.11 Special Meetings. Special meetings of the Board of Directors may be called for any lawful purpose or purposes by the Chair, Sole Member, or at least twenty-five percent (25%) of the Directors then in office.

4.12 Notice of Meetings. Notice of the time, date and place of any regular or special meeting shall be given at least one day prior thereto. Notice may be communicated in person, by telephone, electronic mail, telegraph, teletype or other form of wire or wireless communication or by mail or private carrier or any other lawful means. A Director's attendance at or participation in a meeting waives any required notice of the meeting, unless the Director upon arriving at the meeting (or prior to the vote on a matter not properly noticed in conformity with the law or the Corporation's Articles of Incorporation or these Bylaws) objects to and does not thereafter vote for or assent to the objected to action. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning.

4.13 Participation by Telecommunications. Any Director may participate in, and, for purposes of Section 4.8 above, be regarded as present at, any meeting of the Board of Directors by means of conference telephone or any other means of communication by which all persons participating in the meeting can hear each other at the same time.

4.14 Quorum. A majority of the Directors in office immediately before the meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

4.15 Action. The Directors shall take action by the affirmative vote of a majority of the Directors participating in a meeting at which a quorum is present, or the affirmative vote of a greater number of Directors where required by the Articles, these Bylaws, the Act or otherwise by law.

4.16 Action Without Meeting. To the fullest extent permitted by the Act and the Freedom of Information Act ("FOIA"), the Board of Directors may take action without a meeting by written consent as to such matters and in accordance with such requirements and procedures authorized by the Act and FOIA. Unless otherwise permitted by the Act and FOIA, such written consent must be signed by all Directors and included in the minutes filed with the corporate records reflecting the action taken.

4.17 Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless (i) such Director objects at the beginning of the meeting, or promptly upon arrival, to holding the meeting or transacting business at the meeting, (ii) the Director votes against the action and the vote is entered in the minutes of the meeting, (iii) the Director's dissent or abstention for the action taken is entered in the minutes of the meeting, or (iv) the Director delivers written notice of dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a Director who voted in favor of such action.

4.18 Committees. The Board of Directors may from time to time designate one or more Committees, who shall render advice to the Board of Directors and oversee specified activities designated by the Board of Directors. Any such Committee may be designated as a standing Committee appointed annually or as a special Committee for specific circumstances or transactions with a limited duration. Each Committee shall be composed of at least two (2) Directors and such other persons as specified from time to time by the Board of Directors, who shall all serve at the pleasure of the Board of Directors. The duties, constitution, and procedures of any Committee shall be prescribed by the Board of Directors but no Committee shall be granted authority to act upon any matter without approval from the Board of Directors. The Board of Directors shall designate one member of each Committee as its Chair. The Board of Directors shall appoint members to Committees as it deems advisable. The Chair of each Committee shall schedule all Committee meetings and provide appropriate notice to all Committee members and the Secretary. All appointed members of the Committee, including the Chair, shall have a vote on all matters coming before the Committee. Minutes of Committee meetings shall be kept. The results of each vote shall be recorded in the minutes. Minutes of all Committee meetings shall be provided to the Secretary within thirty (30) days after any Committee meeting, but shall remain subject to modification by the Committee at its next meeting.

4.19 Committee Meetings. A majority of each Committee's voting members shall constitute a quorum for the transaction of business by the Committee, and each Committee shall take action by a majority of the Committee's voting members participating in a meeting at which a quorum of the Committee is present. Special meetings of any Committee may be called at any time by any Director who is a member of the Committee or by any person entitled to call a special meeting of the full Board of Directors. Except as otherwise provided in this section, the conduct of all meetings of any Committee,

including notice thereof, and the taking of any action by such Committee shall be governed by this Article. Procedures shall be established for all Directors to receive schedules of all Committee meetings, agendas and copies of Committee meeting minutes to keep the Directors informed of matters under consideration by all Committees. In addition, Directors who are not serving on specific Committees are encouraged to attend Committee meetings of interest and participate in such meetings as non-voting members. In this manner, Directors can provide guidance and assistance to the Committees during the process of formulating recommendations to the Board of Directors and gain a better understanding of all of the factors considered by the Committee in making such recommendations.

4.20 No Compensation. Directors, save and except the CEO, shall not receive compensation for serving as a member of the Corporation's Board of Directors. The Board of Directors may by resolution authorize the payment or reimbursement of direct out-of-pocket expenses incurred of each Director related to the Director's service to the Corporation.

4.21 Order of Business. Unless otherwise determined by the Chair, the order of business at the annual meeting, to be set as the first Annual meeting of the Board of Directors in a fiscal year, and so far as practicable at all other meetings of the Board of Directors, shall be as follows:

1. Call to Order;
2. Acknowledge compliance with FOIA;
3. Determination of a quorum;
4. Approval of agenda (amendments if necessary);
5. Reading and disposal of all unapproved minutes;
6. Public Comment;
7. Reports from the CEO;
8. Reports of Officers and Committees, if applicable;
9. Election of Officers and Appointment of Committees, if applicable;
10. Unfinished business, if applicable;
11. New business; and
12. Adjournment.

Unless, and to the extent determined by the Board of Directors or the Chair of the meeting, meetings of the Board of Directors shall not be required to be held in accordance with the current edition of Roberts Rules of Order.

4.22 Agenda. The CEO shall prepare an agenda for each meeting prior to or during a meeting. Each Director of the Corporation shall receive a copy of the agenda and it shall be available for public inspection when it is distributed to the Directors.

The Chair may add an item to an agenda as allowed by law at any time; provided, however, that if a Director objects to an item added after the agenda was distributed to the Directors no action may be taken at that meeting with respect to that item. Any Director may request the Chair to place an item on a future agenda by making such a request at a Board of Director meeting.

4.23 Freedom of Information Act. The Board of Directors and all Committees shall at all times comply with the South Carolina Freedom of Information Act, which includes satisfying the notice provision for all meetings. The Board of Directors may hold closed sessions as provided by the Freedom of Information Act.

Full and accurate minutes of the Corporation's proceedings shall be kept and shall be open to inspection by the public. The results of each vote shall be recorded in the minutes.

4.24 Board Contacts with Public. Board members shall not represent any contacts they have with the media or other members of the public as being representative of the Corporation unless the Corporation has formally taken a position on the matter. Individual Directors shall not release information to the media or the public when that information has been provided to them by the Corporation's attorney as part of a Confidential Attorney-Client memorandum or as part of a Corporation closed session held in compliance with applicable law.

ARTICLE V

OFFICERS

5.1 In General. The Officers of the Corporation shall consist of a Chair, a Vice Chair, a CEO, a Treasurer, and a Secretary and may also include assistant secretaries and other officers and agents as the Board of Directors deems advisable from time to time. The Chair, Vice Chair, and Secretary shall be elected by the Board of Directors to serve at the pleasure of the Board of Directors. Except as may otherwise be provided by the Act, the Corporation's Articles of Incorporation or these Bylaws, the Chair, Vice Chair, and/or Secretary may be removed by the Directors at any time, with or without cause. Any vacancy, however occurring, in any office must be filled by the Directors for the unexpired term. One person may hold two or more offices. Each Officer shall exercise the authority and perform the duties as may be set forth in these Bylaws and any additional authority and duties as the Board of Directors shall determine from time to time.

5.2 Election of Officers. Officers shall be elected at the earliest convenient time in the first year and then annually at the Annual Meeting of the Board of Directors. The Directors shall elect a Chair, Vice Chair, and Secretary. Officers will be elected by a majority vote of those Directors attending the meeting at which the nominations are made. If the Chair is not available at such meeting, the Vice Chair for the Corporation may preside for the purpose of electing Officers only; thereafter, the new Chair shall preside.

5.3 Chair. The Chair shall be elected by the Board of Directors and shall serve at the pleasure of the Board of Directors and the Town Council. The Chair shall preside at all meetings of the Board of Directors and shall undertake such additional duties and obligations as may from time to time be specified by the Board. Except as otherwise provided herein and as may be specifically limited by resolution of the Board of Directors or an authorized Committee thereof, the Chair shall have full authority to execute on the Corporation's behalf any and all contracts, agreements, notes, bonds, certificates, instruments and other documents. The Chair shall also perform such other duties and may exercise such other powers as are incident to the office of chief executive officer and as are from time to time assigned to him by the Act, these Bylaws or the Board of Directors.

5.4 Vice Chair. The Board of Directors may elect one or more Vice Chairs to serve in such capacities as specified by the Board of Directors from time to time (but such authority shall not exceed that of the Chair), with a Vice Chair designated by the Board of Directors to preside over meetings of the Board of Directors in the absence of the Chair. Except as otherwise determined by the Board of Directors, each Vice Chair shall serve under the direction of the Chair and shall perform such duties and may exercise such powers as are incident to the office.

5.5 Chief Executive Officer. The Sole Member (Town of Bluffton) shall hire, employ, or retain the services of a Chief Executive Officer ("CEO") who shall serve at the pleasure of the Town Manager. The CEO shall, subject to the control, advice and consent of the Town Manager: supervise and conduct the activities and operations of the corporation; keep the Board fully informed; freely consult with the Board concerning the activities of the corporation; and see that all orders and resolutions of the Board are carried into effect. The CEO shall be empowered to act, speak for or otherwise represent the corporation between meetings of the Board.

The CEO may sign, with permission of the Sole Member any deeds, mortgage, bonds, contracts, or other instruments which the Board has authorized to be executed, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be delegated by the Board to some other officer or agent; and, in general, the CEO shall perform all duties incident to the office of CEO and such other duties as may be prescribed by the Board from time to time.

5.6 Treasurer. The Treasurer shall be the Finance Director (or equivalent officer) of the Town and shall be the chief financial officer of the Corporation. The Treasurer shall be responsible for all financial matters presented to the Corporation, including the establishment and maintenance of the Corporation's bank accounts and all financial accounting related to the oversight of the Corporation's books and records. The Treasurer shall perform such other duties as are incident to the office of Treasurer, and shall have such other powers and duties as may be conferred upon him or her by the Board.

5.7 Secretary. The Secretary shall be appointed by the Board of Directors and (a) keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) insure that minutes of all Committee meetings are provided as required herein; (d) be custodian of the corporate records of the Corporation; (e) keep a register of the address of each member of the Board of Directors; (f) authenticate records of the Corporation when such authentication is required; and (g) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned by the Chair or the Board of Directors. The Secretary may be assisted in the performance of these duties by a designee of the CEO

ARTICLE VI

INDEMNIFICATION

6.1 Scope. The Corporation shall indemnify, defend and hold harmless the Corporation's Offices and Directors to the fullest extent permitted by, and in accordance with the Act. This plan of indemnification shall constitute a binding agreement of the Corporation for the benefit of the Officers and Directors as consideration for their services to the Corporation, and may be modified or terminated by the Board of Directors only prospectively. Such right of indemnification shall not be exclusive of any other

right which such Directors, Officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, insurance, provision of law, or otherwise, as well as their rights under this Article VI.

6.2 Indemnification Plan. The Board of Directors may from time to time adopt an Indemnification Plan implementing the rights granted in Section 6.1. This Indemnification Plan shall set forth in detail the mechanics of how the indemnification rights granted in Section 6.1 shall be exercised, provided that the Indemnification Plan shall include that the Directors shall not be indemnified until twenty (20) days after effective written notice is given to the South Carolina Attorney General, as set forth in Section 33-31-855(d) of the Act.

6.3 Insurance. The Board of Directors may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a Director or Officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

ARTICLE VII

TRANSACTIONS

7.1 Procurement. The Board of Directors shall adopt and the Corporation shall abide by an appropriate procurement code.

7.2 Contracts. The Board of Directors may authorize any Officer or Officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

7.3 Loans. The Board of Directors may authorize any Officer or Officers, or agent or agents, to contract any indebtedness and grant evidence of indebtedness and collateral therefor in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

7.4 Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by any two of the Chair, Vice Chair or Treasurer.

7.5 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

7.6 Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

7.7 Voting of Shares in Other Corporations Owned by the Corporation. Subject always to the specific directions of the Board of Directors, any share or shares of stock or membership interest issued by any other corporation and owned or controlled by the Corporation may be voted at any shareholders' or members' meeting of the other corporation by the Chair or by any other Officer specifically designated by the Board of Directors. Whenever, in the judgment of the Chair, or in his absence, of any designated Officer, it is desirable for the Corporation to execute a proxy or give a shareholders' or members' consent in respect to any share or shares of stock or membership interest issued by any other corporation and owned or controlled by the Corporation, the proxy or consent shall be executed in the name of the Corporation by the Chair without necessity of any authorization by the Board of Directors. Any person or persons designated in the manner above stated as the proxy or proxies of the Corporation shall have full right, power and authority to vote such share or shares of stock or membership interest issued by the other corporation.

ARTICLE VIII

RECORDS/ANNUAL AUDIT

8.1 Forms of Records. When consistent with good business practices, any records of the Corporation may be maintained in other than written form if such other form is capable of reasonable preservation and conversion into written form within a reasonable time.

8.2 Corporate Records. The Corporation shall keep as permanent written records a copy of the minutes of all meetings of its Board of Directors, a record of all actions taken by the Directors without a meeting, and a record of all actions taken by Committees of the Board of Directors. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of the name and address, in alphabetical order, of each Director. The Corporation shall keep a copy of the following records at its principal office:

(a) its Articles of Incorporation or restated Articles of Incorporation and all amendments thereto currently in effect;

(b) its Bylaws or restated Bylaws and all amendments thereto currently in effect;

(c) a list of the names and business or home address of its current Directors and Officers; and

(d) the Corporation's most recent report of each type required to be filed by the Corporation with the South Carolina Secretary of State.

8.3 Adoption of Corporation Budget. The corporation shall annually prepare and submit to the Town Manager of the Sole Member a Corporation Budget. The Corporation Budget shall be in complete and final form, be based on reasonable assumptions in connection with an appropriate due diligence review that has been approved by the Board and contain its best estimate of revenue and expenditures of the corporation for the next succeeding fiscal year.

8.4 Annual Audit. Within one hundred eighty (180) days after the close of each fiscal year of the Corporation, the Board of Directors shall cause an audit to be completed regarding the financial

condition of the Corporation and an appropriate report issued to the Town. Such audit services shall be undertaken in accordance with accounting practices generally applicable to audits of governmental units by the certified public accounting firm then providing audit services to the Town for the applicable fiscal year, or such other firm of certified public accountants as may be selected by the Board of Directors from time to time.

8.5 Maintenance and Inspection of Articles and Bylaws. The corporation shall keep at its principal office the original or a copy of its Articles of Incorporation and bylaws as amended to date, which shall be open to inspection by the Sole Member and Directors at all reasonable times during office hours.

8.6 Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns. The corporation shall keep at its principal office a copy of its federal tax exemption application and its annual information returns for three (3) years from their date of filing, which shall be open to public inspection and copying to the extent required by law.

8.7 Maintenance and Inspection of Other Corporate Records. The corporation shall keep adequate and correct books and records of accounts; written minutes of the proceedings of its Sole Member, Board and committees of the Board, except for advisory committees; and a record of each Director's name and address. All such records shall be kept at such place or places designated by the Board, or, in the absence of such designation, at the principal office of the corporation. The minutes shall be kept in written or typed form, and other books and records shall be kept either in written or typed form or in any other form capable of being converted into written, typed, or printed form. Upon leaving office, each officer, employee, or agent of the corporation shall turn over to his or her successor or the Chair of the Board, in good order, such corporate monies, books, records, minutes, lists, documents, contracts or other property of the corporation as have been in the custody of such officer, employee, or agent during his or her term of office.

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of every kind and the physical properties of the corporation, subject to the execution of a confidentiality agreement for confidential records and documents as determined by counsel to the corporation. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts of documents.

ARTICLE IX

STANDARD OF CARE

9.1 General. A Director shall perform the duties of a Director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of the corporation whom the Director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except as provided in these bylaws, a person who performs the duties of a Director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Director, including, without limiting the generality of the foregoing, any actions or omissions that exceed or defeat a public or charitable purpose to which the corporation, or assets held by it, are dedicated.

9.2 State Law on Conflicts of Intent. All Directors shall comply with South Carolina Non-Profit Corporation Act and the Ethics Reform Act, and the Rules of Conduct from the Ethics Reform Act on all issues concerning conflicts of interest.

9.3 Reimbursement and Advances for Expenses. The corporation may reimburse Directors, officers or employees for expenses reasonably incurred in the performance of the duties of the Director, officer or employee and may advance money to a Director, officer or employee of the corporation for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or Director, so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

9.4 Periodic Reviews. The Board shall conduct periodic reviews to ensure that the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits payable to employees and consultants are reasonable, based on competent survey information and the result of arm's length bargaining.

(b) If applicable, whether partnerships and joint ventures conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

When conducting the periodic review as provided for above, the corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

ARTICLE X

MISCELLANEOUS

10.1 Fiscal Year. The fiscal year of the Corporation shall end on June 30 of each calendar year.

10.2 Amendments. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Sole Member and the Town of Bluffton Town Council with concurrence by a majority vote of the Board of Directors then in office; provided that the notice of any meeting at which the Bylaws are to be amended shall state that the purpose or one of the purposes of the meeting is to consider an amendment to the Bylaws and shall be accompanied by a copy or summary of the proposed change or state the general nature of the change.

10.3 Severability. If any provision of these Bylaws or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent by a court of competent jurisdiction, such provision shall be complied with or enforced to the greatest extent permitted by law as determined by such court, and the remainder of these Bylaws and the application of such provision to other persons or circumstances shall to be affected thereby and shall continue to be complied with and enforced to the greatest extent permitted by law.

10.4 Usage. In construing these Bylaws, feminine or neuter terms and pronouns shall be substituted for masculine forms and vice versa, and plural terms shall be substituted for singular forms and vice versa, in any place in which the context so requires. The section and paragraph headings contained in these Bylaws are for reference purposes only and shall not affect in any way the meaning or interpretation of these Bylaws. Terms such as "hereof", "hereunder", "hereto", and words of similar import shall refer to these Bylaws in the entirety and all references to "Articles", "Paragraphs", "Sections", and similar cross references shall refer to specified portion of these Bylaws, unless the context clearly requires otherwise. Terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Act. All references to statutory provisions shall be deemed to include corresponding sections of succeeding law.

10.5 Conflict Between Bylaws, Articles of Incorporation and the Act. The Corporation's Articles of Incorporation and the Act (as either may be amended from time to time) are incorporated herein by reference. Any conflict between the terms of these Bylaws, the Corporation's Articles of Incorporation or the Act shall be resolved in the following order: (1) the Act; (2) the Corporation's Articles of Incorporation; and (3) these Bylaws.

The foregoing are certified to be the true and complete Bylaws of the Corporation as adopted by the Sole Member and the Town of Bluffton Town Council at a duly called meeting held on August 11, 2020; and enacted upon the concurrence of the Board of Directors, per Section 10.2 above, at a duly called meeting held on May 14, 2020.

Chair

Date of Certification:_____

(Corporate Seal)

Notes on By-Laws Adoption and Previous Amendments:

1. December 13, 2016 -Town Council Adopts a Resolution approving the merger of the Bluffton Public Development Corporation and the Don Ryan Center for Innovation.

2. January 10, 2017 -Town Council Adopts a Resolution approving the merged Board's Business Plan and By-Laws.

3. March 14, 2017 -Town Council adopts a Resolution approving an amendment to the By-Laws Section 4.5 to revise the Ex-Officio member representation language.

4. April 19, 2017 -· Board adopts a Resolution approving the By-laws with a proposed amendment to add Public Comments to the Order of Business in Section 4.21.

5. June 13, 2017 -Town Council adopts a Resolution approving an amendment to the By-Laws Section 4,21 per the Board's approval at their April 19, 2017.

6. July 13, 2017 - Board adopts a Resolution approving the By-Laws amendment to add Public Comments to the Order of Business in Section 4.21 as adopted by Town Council at their June 13, 2017 meeting.

7. January 9, 2018 -Town Council adopts a Resolution approving an amendment to the By-Laws to address general items such as legal definitions and capitalization errors.

8. January 11, 2018 Board adopts a Re-Solution approving an amendment to the By-laws to address general items such as legal definitions and capitalization errors as adopted by Town Council at their January 9, 2018 meeting.

9. May 14, 2020 Board adopts a Resolution approving an amendment to Article IV, Section 4.10 Meetings that removed requirement to meet monthly. The change allows Board to set meeting dates at any frequency while retaining June Annual Meeting.

10. August 11, 2020 Town Council adopts Resolution approving the amendment to Article IV, Section 10 Meeting as described in Item 9.

11. October 11, 2022 Town Council adopts Resolution approving the amendment to Article IV, Section 4.5 relating to ex-officio members must be selected from the following community and industry sectors: Marketing & Communications organizations, Healthcare/Technology organizations, Chambers of Commerce, Hospitality organizations, a Don Ryan Center for Innovation Graduate Innovator and other similar organizations as determined by Town Council.

12. June 13, 2023 Town Council adopts Resolution approving the amendment to Article IV, Section 4.5 relating to the number of ex-officio members changing the number of members from five (5) to a maximum number of ten (10).

ATTACHMENT 1

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, APPROVING AN AMENDMENT TO THE BYLAWS OF THE DON RYAN CENTER FOR INNOVATION, INC. TO ESTABLISH THE "DON RYAN SEAT."

WHEREAS, the Don Ryan Center for Innovation, Inc. ("DRCI") is a South Carolina public benefit nonprofit corporation organized and operated for the benefit of the Town of Bluffton (the "Town") and its surrounding region; and

WHEREAS, pursuant to Article X, Section 10.2 of the DRCI Bylaws, amendments to the Bylaws require the approval of the Sole Member (the Town of Bluffton, acting through Town Council) with concurrence by a majority vote of the DRCI Board of Directors; and

WHEREAS, the DRCI Board of Directors has determined it is in the best interests of the Corporation to establish a seat on the Board of Directors to honor and preserve the foundational and continuing legacy of the Ryan family to the DRCI and the Town; and

WHEREAS, the DRCI Board of Directors has voted to recommend that Town Council approve an amendment to the DRCI Bylaws to establish a "Don Ryan Seat," to be filled by a Ryan family member or their designee who shall serve without voting rights.

WHEREAS, Town Council finds the proposed amendment to be consistent with the mission and objectives of the DRCI and beneficial to the Town and its region;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bluffton, South Carolina, acting as Sole Member of the DRCI, that:

1. The amendment to the Bylaws of the Don Ryan Center for Innovation, Inc., attached hereto as Exhibit A, establishing a "Don Ryan Seat", is hereby approved.

THIS RESOLUTION SHALL TAKE FULL FORCE AND EFFECT ON AUGUST 12, 2025.

SIGNED, SEALED AND DELIVERED AS OF THIS 12TH DAY OF AUGUST, 2025.

By: _____
Larry Toomer, Mayor. Town of Bluffton, South Carolina

ATTEST: _____
Town Clerk. Town of Bluffton, South Carolina

ATTACHMENT 2

Recommended Motion

RE: Resolution Adopting an Amendment to the By-Laws for the Don Ryan Center for Innovation, Inc.

“I move to approve the Resolution adopting an amendment to the By-Laws for the Don Ryan Center for Innovation, Inc.”

TOWN COUNCIL

STAFF REPORT
Projects and Watershed Resilience Department

MEETING DATE:	September 9, 2025
PROJECT:	Consideration of a Resolution Authorizing Acceptance of Easement Donations from Property Owners Necessary to Complete the Bridge Street Streetscape 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 Bridge Street Streetscape Project.

BACKGROUND: With the approval of the Fiscal Year 2025-2026 Strategic Plan, Staff continues with the planning of the Bridge Street Streetscape Project. The acquisition of these easements is necessary to complete roadway, sidewalk, drainage and lighting improvements from Thomas Heyward Street to Calhoun Street. Sample Easements are included as Attachment 2.

NEXT STEPS:

1. Town Council approves the acceptance of the easement donations.
2. Town Manager executes easements.
3. Recording of easements.

SUMMARY: Town Staff requests Town Council accept the donations of the easements and authorizes the Town Manager and Staff to take such actions as are necessary to complete the acceptance of the easement donations.

ATTACHMENTS:

1. Resolution
2. Sample Easements
3. Proposed Motion

RESOLUTION 2025-_____

A RESOLUTION AUTHORIZING ACCEPTANCE OF EASEMENT DONATIONS FROM PROPERTY OWNERS NECESSARY TO COMPLETE THE BRIDGE STREET STREETSCAPE PROJECT

WHEREAS, the Town of Bluffton ("*Town*") is seeking to improve and enhance Bridge Street, a right of way located within 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 certain owners of certain parcels of real property abutting Bridge Street, where said parcels are specifically identified in "Exhibit A" attached hereto and incorporated herein by reference, (collectively, the "*Easements*"); 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 from property owners who will, or have, voluntarily offer(ed) to execute the Easements and convey these easement interest to the Town as a donation for a public purpose; 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 Easement Agreements 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" (PARCELS)

	Tax Map Number	Address	Easement Type
1	R610 039 00A 0194 0000	121 Bridge St.	Streetlight
2	R610 039 00A 0193 0000	115 Bridge St.	Streetscape
3	R610 039 00A 0192 0000	113 Bridge St.	Streetscape
4	R610 039 00A 161C 0000	41 Colcock St.	Streetlight
5	R610 039 00A 161A 0000	77 Bridge St.	Streetlight
6	R610 039 00A 0160 0000	73 Bridge St.	Streetlight

EXHIBIT "B"
(FORM OF EASEMENTS)

Prepared By and Without Benefit of Title Examination:
FINGER, MELNICK, BROOKS & LABRUCE, P.A.
Post Office Box 24005
Hilton Head Island, South Carolina 29925
(843) 681-7000
Attn: Brittany L. Ward

STATE OF SOUTH CAROLINA	)	**STREETSCAPE EASEMENT AGREEMENT**
	)	**(BRIDGE STREET)**
COUNTY OF BEAUFORT	)	TMS No. R610-039-00A-0192-0000

THIS STREETSCAPE AND STREETLIGHT EASEMENT AGREEMENT (the "*Agreement*") is made and entered into on this ___ day of _____, 2025, (the "*Effective Date*") by and between **LOUISE B. JOHNSON, TRUSTEE OF THE LOUISE B. JOHNSON REVOCABLE TRUST AGREEMENT DATED MAY 1, 2019** (collectively, 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:

> ALL that certain piece, parcel or lot of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, and being bounded as follows, to wit: On the North by Bridge Street; and on the East by a lot owned now or formerly by Citizens and Southern National Bank, owned earlier by Varn; and on the South by the low water mark of the May River; and on the West by a lot owned now or formerly by a Mrs. A. Clifford Heyward. Said lot measures on its Northern and Southern sides One Hundred and Ten Feet (110') and on its Eastern and Western sides, Five Hundred Feet (500'), more or less.
>
> This being the same property conveyed to Grantor by Deed Kellie Kenny, Trustee of The William Gary Roe Residential Property Trust dated September 12, 2024 and recorded September 24, 2024 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 4369 at Page 1131.
>
> Tax Map No. R610-039-00A-0192-0000
> Street Address: 113 Bridge Street; 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 Bridge Street, a South Carolina Department of Transportation owned highway 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 consisting of **405.51 SQUARE FEET**, more or less, and which easements are specifically shown, described, and designated on **EXHIBIT "A"** hereto (herein, the "*Streetscape Easement Area*"); 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, sells, 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. C**onsideration 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 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*"), and (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*"), (with the Utility Improvements and the Sidewalk 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 the Grantee in the exercise of its rights hereunder shall be repaired by Grantee at its cost and expense. The parties to this Agreement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantee for repair or maintenance purposes. 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.

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. **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 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. *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.

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. *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 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(S):
THE LOUISE B. JOHNSON REVOCABLE TRUST AGREEMENT DATED MAY 1, 2019

_____ _____(L.S.)
Signature of First Witness **LOUISE B. JOHNSON, TRUSTEE**

_____
Printed Name of First Witness

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

_____
Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of_____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared **LOUISE B. JOHNSON, TRUSTEE OF THE LOUISE B. JOHNSON REVOCABLE TRUST AGREEMENT DATED MAY 1, 2019** 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

_____ (L.S.)
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)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of_____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared STEPHEN STEESE as TOWN MANAGER for 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:_____

WITNESS Grantee's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTEE:
DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation

_____ (L.S.)
Signature of First Witness
Name: DANIEL F. KASSIS
Title: VICE PRESIDENT OF CUSTOMER RELATIONS AND RENEWABLES

_____
Printed Name of First Witness

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

_____
Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

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.

_____(SEAL)
(Signature of Notary Public)

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

EXHIBIT "A"

(Easement Depiction)

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:	LOUISE B. JOHNSON, TRUSTEE OF THE LOUISE B. JOHNSON REVOCABLE TRUST AGREEMENT DATED MAY 1, 2019
GRANTEE:	THE TOWN OF BLUFFTON; DOMINION ENERGY SOUTH CAROLINA, INC.
GRANTEE MAILING ADDRESS:	20 Bridge Street, Bluffton, SC 29910
DATE OF CONVEYANCE:	_____
TRUE CONSIDERATION:	$10.00
TAX DISTRICT/MAP/PARCEL NO:	R610-039-00A-0192-0000

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.

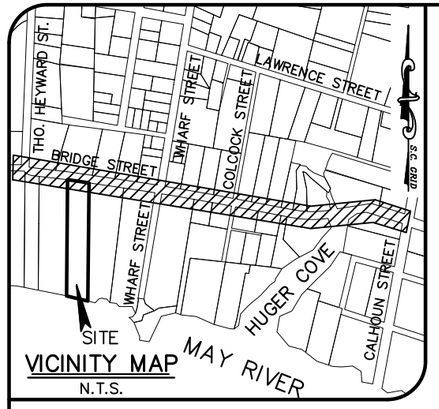
Signed: _____
Print Name: Brittany L. Ward
Capacity: Finger, Melnick, Brooks & LaBruce, P.A.
Attorney for Town

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: _____



VICINITY MAP
N.T.S.

EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1 (TIE)	5.59'	N06°44'32"E
L2 (TIE)	3.30'	S00°57'28"W
L3	3.19'	S00°57'28"W
L4	15.12'	S89°20'23"W
L5	18.11'	N83°38'39"W
L6	5.55'	N06°44'32"E
L7	12.24'	S82°36'57"E

REFERENCE PLATS

1) AN AS-BUILT SURVEY OF PARCEL 118 CALHOUN STREET, TAX MAP #39A, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: MAY 31, 2012
RECORDED IN BOOK 140, PAGE 85 DATED: 02/23/2015
ROD. BEAUFORT COUNTY, SC
BY: WILLIAM J. SMITH S.C.R.L.S. #26960

2) SURVEY OF 1.07 AC. LOCATED IN THE TOWN OF BLUFFTON IN DISTRICT #610, BEAUFORT CO. SOUTH CAROLINA TAX MAP #39A-160 SUBDIVIDED INTO PARCELS A & B
DRAWN: 12/16/97
RECORDED IN BOOK 63, PAGE 155 DATED: 98 JAN 23
ROD. BEAUFORT COUNTY, SC
BY: H.R. JOHNSON S.C.R.L.S. #2077

3) A TREE & TOPOGRAPHIC SURVEY OF 0.29 Ac. BRIDGE STREET, TMS R610 039 00A 161A 0000, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
BY: DONALD R. COOK JR. S.C.R.L.S.# 19010

4) PLAT OF SURVEY- SUBDIVISION- LAND OF THE ESTATE OF JULIA COLCOCK, TOWN OF BLUFFTON- BEAUFORT COUNTY- SOUTH CAROLINA
DRAWN: 1 JUNE 1979
RECORDED IN BOOK 28, PAGE 61 DATED: 10/26/77
ROD. BEAUFORT COUNTY, SC
BY: CARL E. EKHOLM S.C.R.L.S. #2047

5) A BOUNDARY SURVEY OF PARCEL 234 & 166, TAX MAP 39A, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: OCTOBER 10, 1991
RECORDED IN BOOK 128, PAGE 1 DATED: 04/23/2009
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

6) A BOUNDARY SURVEY TO SHOW LOCATION OF LEASED AREA, PARCELS 190 & 165, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: OCTOBER 3, 2002
RECORDED IN BOOK 90, PAGE 188 DATED: 2/26/2002
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

REFERENCE PLATS (continued)

7) AN ASBUILT SURVEY AND PROPOSED BOUNDARY DIVISION OF PARCEL 121 LOCATED AT THE INTERSECTION OF CALHOUN STREET & BRIDGE STREET, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA.
DRAWN: NOVEMBER 12, 2007
RECORDED IN BOOK 123, PAGE 156 DATED: 02/06/2008
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S.#4922

8) BOUNDARY SURVEY & SUBDIVISION PLAT PREPARED FOR HEIRS OF M.C. RILEY, TOWN OF BLUFFTON, BEAUFORT COUNTY, S.C.
DRAWN: 6-26-89
RECORDED IN BOOK 37, PAGE 28 DATED: 10-29-89
ROD. BEAUFORT COUNTY, SC
BY: M.A. DUNHAM P.L.S. S.C.R.L.S. #11590

REFERENCE PLATS (continued)

9) PLAT SHOWING R610 039 00A 158A 0000, PREPARED FOR: ALEX R. WELLS, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: FEB. 16, 2016
RECORDED IN BOOK 143, PAGE 36 DATED: 02/17/2016
ROD. BEAUFORT COUNTY, SC
BY: ZYAD A. KHALIL S.C.P.L.S. 15176

10) PLAT SHOWING COMBINATION SURVEY R610 039 00A 0158 & 158B
PREPARED FOR: JOEL YEAGER, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: DEC. 2, 2015
RECORDED IN BOOK 142, PAGE 132 DATED: 12/15/2015
ROD. BEAUFORT OUNTY, SC
BY: ZYAD A. KHALIL S.C.P.L.S. 15176

11) AN ASBUILT SURVEY OF PARCEL 168, LOCATED ON BRIDGE ST., BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: 3-23-2001
BY: WILLIAM E. MIXON S.C.R.L.S. #17573

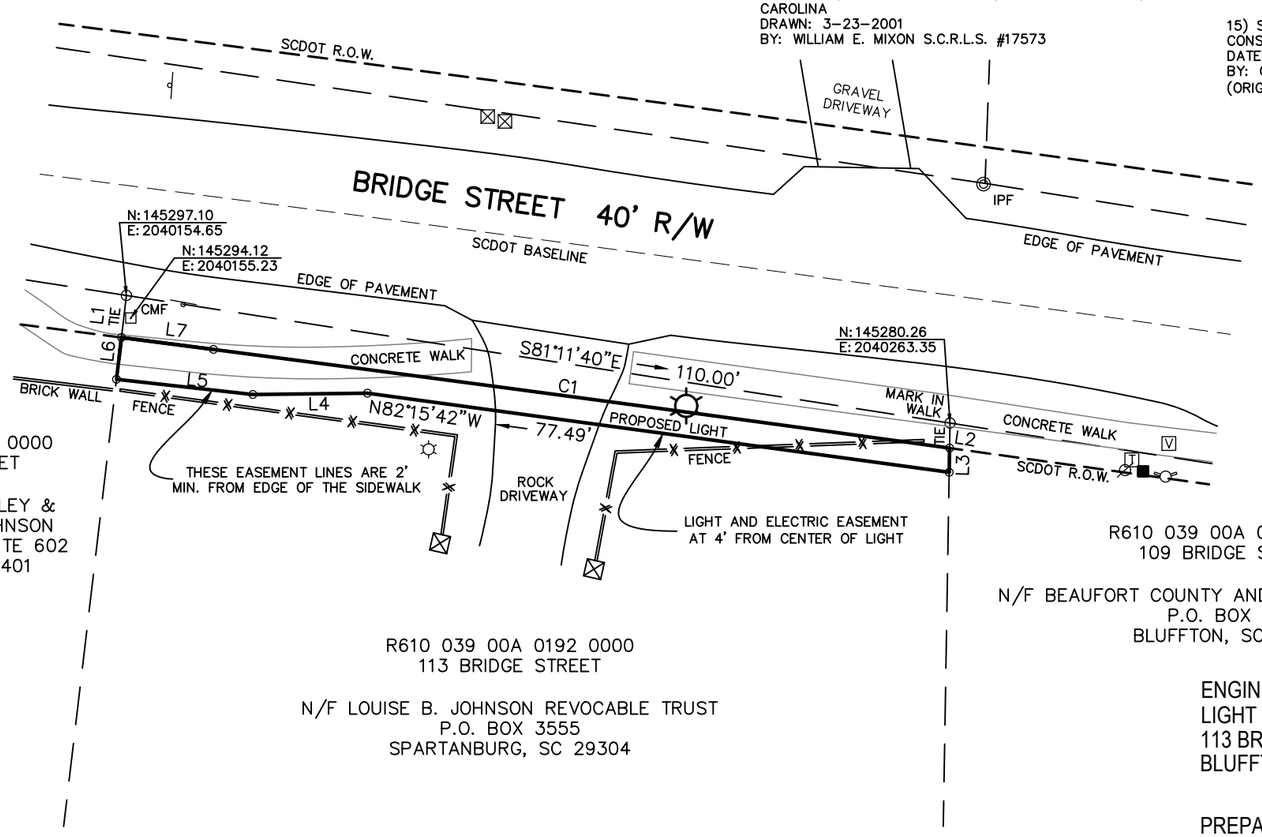
REFERENCE PLATS (continu

12) AN AS-BUILT SURVEY OF A LO… CORNER OF THE INTERSECTION OF BRIDGE STREET & WHARF STREET, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: NOVEMBER 22, 1995
RECORDED IN BOOK 54, PAGE 166 DATED: 12-14-95
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

13) TITLE OF REAL ESTATE RECORDED IN DEED BOOK 2843, PAGE 1038
DATED: 10/29/2007
ROD. BEAUFORT COUNTY, SC

14) TITLE OF REAL ESTATE RECORDED IN DEED BOOK 442, PAGE 1501
DATED: 03/03/06
ROD. BEAUFORT COUNTY, SC

15) SOUTH CAROLINA HIGHWAY DEPARTMENT, FINAL CONSTRUCTION PLANS, BEAUFORT COUNTY ROUTE No. RD #31
DATED: NOVEMBER 10, 1949
BY: C.D. CAMPBELL, DISTRICT ENGINEER
(ORIGINAL RIGHT OF WAY PLANS)



S.C. GRID

R610 039 00A 0193 0000
115 BRIDGE STREET

N/F JUDITH F. BRADLEY & LOUISE BRADLEY JOHNSON
300 BULL STREET, SUITE 602
SAVANNAH, GA 31401

R610 039 00A 0191 0000
109 BRIDGE STREET

N/F BEAUFORT COUNTY AND TOWN OF BLUFFTON
P.O. BOX 386
BLUFFTON, SC 29910

R610 039 00A 0192 0000
113 BRIDGE STREET

N/F LOUISE B. JOHNSON REVOCABLE TRUST
P.O. BOX 3555
SPARTANBURG, SC 29304

LEGEND & SYMBOLS

- IPPF (DIST.) — IRON PIPE FOUND (DISTURBED)
- IPF — IRON PIN FOUND
- CMF — CONCRETE MONUMENT FOUND
- PKF — PARKER KALON NAIL FOUND
- IE = 19.96' — INVERT ELEVATION
- V — VALVE BOX
- FIRE HYDRANT
- LIGHT POLE
- T — TELEPHONE SERVICE
- TELEVISION SERVICE
- WATER METER
- V — VALVE BOX
- UTILITY POLE
- SIGN
- MAIL BOX

EASEMENT AREA = 405.51 Square Feet or 0.009 Acres

ADDRESS: # 113 BRIDGE STREET

DISTRICT: R610, MAP: 039, SUBMAP: 00A, PARCEL: 0192

THIS PROPERTY LIES IN F.E.M.A. ZONE X - N/A
COMMUNITY NO. 450251, PANEL: 0426G, DATED: 3/23/2021

NOTES:

1. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE R.O.D. FOR BEAUFORT COUNTY.
2. SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
3. BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
4. USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.
5. DASHED RIGHT OF WAY LINES SHOWN TAKEN FROM S.C.D.O.T. RIGHT OF WAY PLANS AS SHOWN IN DOCKET 7.243.
6. PARCELS SHOWN (INCLUDING RIGHTS OF WAY) DERIVED FROM RECORDED DEEDS AND PLATS.
7. THIS IS AN ENGINEERING SITE PLAN DEVELOPED TO ILLUSTRATE EASEMENT LOCATIONS FOR A PROPOSED LIGHT POLE INSTALLATION AND SIDEWALK ENCROACHMENT.

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	98.04'	11437.34'	49.02'	98.04'	N82°22'13"W	000°29'28"

ENGINEERING SITE PLAN FOR:
LIGHT LOCATION & EASEMENT EXHIBIT OF:
113 BRIDGE STREET
BLUFFTON, BEAUFORT COUNTY, SC 29910

PREPARED FOR: TOWN OF BLUFFTON
ENGINEERING DEPARTMENT

DATE : 08/11/2025 SCALE : 1" = 20'

GRAPHIC SCALE
0 20 40 60

NANDINA

d.b.a Sea Island Land Survey, Inc.
10 Oak Park Drive, Unit C1,
Hilton Head Island,
SC 29926
Tel (843) 681-3248
email: admin@na…

FILE No : 18197.13
DWG No. : 9-18197

COPYRIGHT © BY NANDINA, INC.

CAD: TW, CG …

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	)	**STREETLIGHT EASEMENT AGREEMENT**
	)	**TMS#R610-039-00A-161C-0000**
COUNTY OF BEAUFORT	)	**DOMINION ENERGY EASMENT #**

THIS STREETLIGHT EASEMENT AGREEMENT (the "*Agreement*") is made and entered into on this ____ day of_____, 2025 (the "*Effective Date*"), by and between **HISTORIC BLUFFTON FOUNDATION, INC. *f/k/a* BLUFFTON HISTORICAL PRESERVATION SOCIETY, INC.**, a South Carolina non-profit corporation (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:

> ALL that certain piece, parcel or lot of land, located in the Town of Bluffton, County of Beaufort, State of South Carolina, containing .298 acres and is more particularly shown on a plat of the Estate of Julia Colcock, prepared by Carl E. Ekholm, R.L.S. #2047, on June 1, 1979 and recorded in the Office of the Clerk of the Court for Beaufort County in Plat Book 28 at Page 61 as belonging to Marie Brannen along with the use of the ten (10') private access road as is shown on said plat.
>
> This being the same property conveyed to Grantor by Deed of Distribution in the Estate of Sophia Mae P. Teel, Probate Court Case Number 2008ES0700447, dated October 23, 2008 and recorded October 30, 2008 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 2779 at Page 1669.
>
> Tax Map No. R610-039-00A-161C-0000
> Street Address: 41 Colcock St.; 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 Bridge Street, 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 utility easement interest on the Property consisting of a combined **264.67 Square Feet**, more or less, and which easement is specifically shown, described and designated on **EXHIBIT** "**A**" hereto as *"Easement Area";* 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/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 Area, 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 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. 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 lighting 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 such lights, fixtures, poles, support infrastructure, communications infrastructure, conduits, wiring, meters, boxes, enclosures, and/or other lighting and electric utility improvements (herein, 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 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 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 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 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 to the conditions existing prior to the occurrence of said disturbance, normal wear and tear excepted.

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 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 these easements and the Improvements in the Easement Areas shall not serve to reduce any density or development rights 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. *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.

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. *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 legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their 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 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:
HISTORIC BLUFFTON FOUNDATION, INC. F/K/A THE BLUFFTON HISTORICAL PRESERVATION SOCIETY, INC., a South Carolina non-profit corporation

_____ _____
(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)
) ACKNOWLEDGMENT
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally **a**ppeared _____ as _____ for **HISTORIC BLUFFTON FOUNDATION, INC. f/k/a THE BLUFFTON HISTORICAL PRESERVATION SOCIETY, INC.**, 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

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)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared STEPHEN STEESE as TOWN MANAGER for 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:_____

WITNESS Grantee's Hand and Seal this ____ day of _____ , 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

GRANTEE:

DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina Corporation

_____
(Signature of First Witness)

_____
Name: EVAN B. WHEELER
Title: District 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 EVAN B. WHEELER as DISTRICT MANAGER for DOMINION ENERGY SOUTH CAROLINA, INC., 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)

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:	HISTORIC BLUFFTON FOUNDATION, INC. f/k/a BLUFFTON HISTORICAL PRESERVATION SOCIETY, INC., a South Carolina non-profit corporation
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 00A 161C 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.

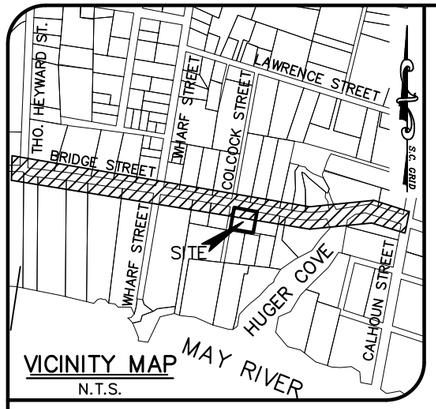
Signed:_____
Print Name: Brittany L. Ward
Capacity: Finger, Melnick, Brooks & LaBruce, P.A.
Attorney for Town

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: _____



VICINITY MAP
N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.84'	N11°17'32"E
L2	4.59'	S11°17'32"W
L3	2.24'	S11°17'32"W
L4	2.24'	N11°17'32"E

REFERENCE PLATS

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DRAWN: MAY 31, 2012
RECORDED IN BOOK 140, PAGE 85 DATED: 02/23/2015
ROD. BEAUFORT COUNTY, SC
BY: WILLIAM J. SMITH S.C.R.L.S. #26960

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RECORDED IN BOOK 63, PAGE 155 DATED: 98 JAN 23
ROD. BEAUFORT COUNTY, SC
BY: H.R. JOHNSON S.C.R.L.S. #2077

3) A TREE & TOPOGRAPHIC SURVEY OF 0.29 Ac. BRIDGE STREET, TMS R610 039 00A 161A 0000, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
BY: DONALD R. COOK JR. S.C.R.L.S.# 19010

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DRAWN: 1 JUNE 1979
RECORDED IN BOOK 28, PAGE 61 DATED: 10/26/77
ROD. BEAUFORT COUNTY, SC
BY: CARL E. EKHOLM S.C.R.L.S. #2047

5) A BOUNDARY SURVEY OF PARCEL 234 & 166, TAX MAP 39A, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: OCTOBER 10, 1991
RECORDED IN BOOK 128, PAGE 1 DATED: 04/23/2009
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

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RECORDED IN BOOK 90, PAGE 188 DATED: 2/26/2002
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

REFERENCE PLATS (continued)

7) AN ASBUILT SURVEY AND PROPOSED BOUNDARY DIVISION OF PARCEL 121 LOCATED AT THE INTERSECTION OF CALHOUN STREET & BRIDGE STREET, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA.
DRAWN: NOVEMBER 12, 2007
RECORDED IN BOOK 123, PAGE 156 DATED: 02/06/2008
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S.#4922

8) BOUNDARY SURVEY & SUBDIVISION PLAT PREPARED FOR HEIRS OF M.C. RILEY, TOWN OF BLUFFTON, BEAUFORT COUNTY, S.C.
DRAWN: 6-26-89
RECORDED IN BOOK 37, PAGE 28 DATED: 10-29-89
ROD. BEAUFORT COUNTY, SC
BY: M.A. DUNHAM P.L.S. S.C.R.L.S. #11590

REFERENCE PLATS (continued)

9) PLAT SHOWING R610 039 00A 158A 0000, PREPARED FOR: ALEX R. WELLS, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: FEB. 16, 2016
RECORDED IN BOOK 143, PAGE 36 DATED: 02/17/2016
ROD. BEAUFORT COUNTY, SC
BY: ZYAD A. KHALIL S.C.P.L.S. 15176

10) PLAT SHOWING COMBINATION SURVEY R610 039 00A 0158 & 158B
PREPARED FOR: JOEL YEAGER, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: DEC. 2, 2015
RECORDED IN BOOK 142, PAGE 132 DATED: 12/15/2015
ROD. BEAUFORT OUNTY, SC
BY: ZYAD A. KHALIL S.C.P.L.S. 15176

11) AN ASBUILT SURVEY OF PARCEL 168, LOCATED ON BRIDGE ST., BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: 3-23-2001
BY: WILLIAM E. MIXON S.C.R.L.S. #17573

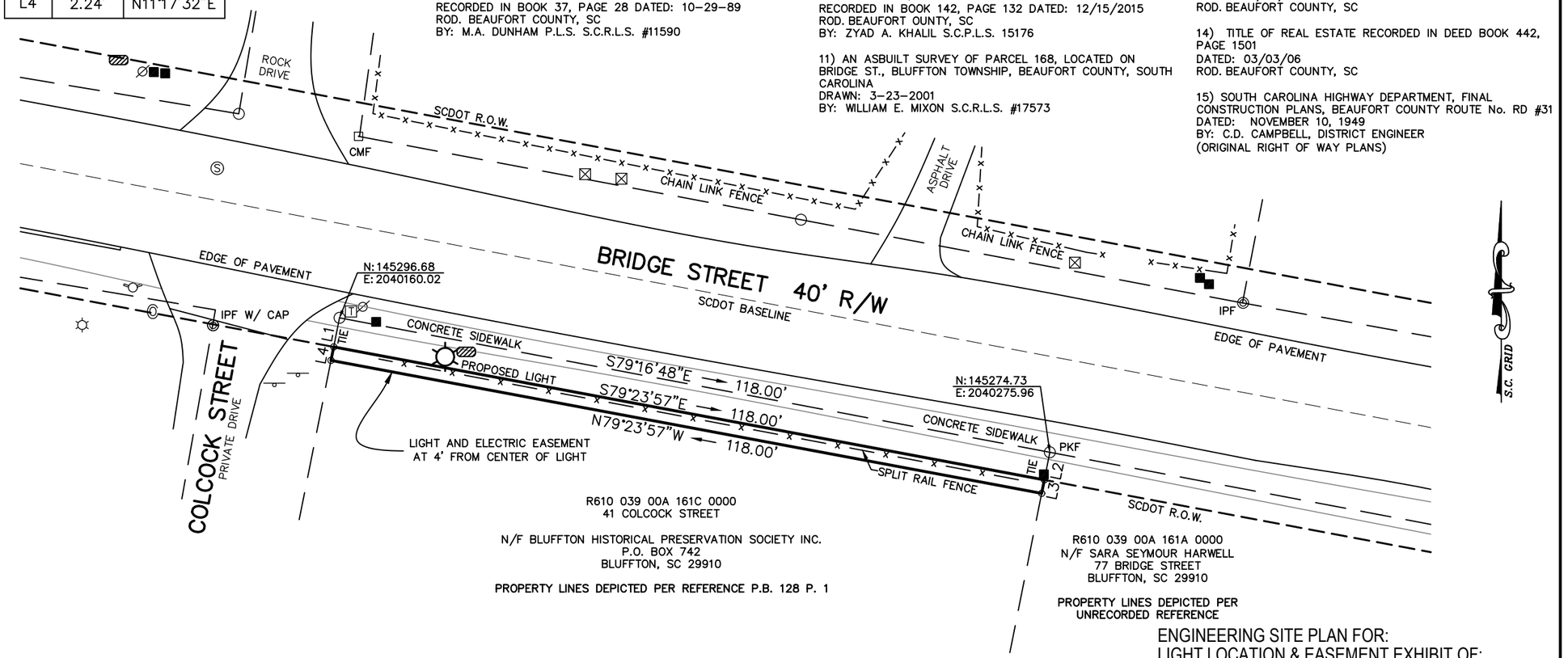
REFERENCE PLATS (continu

12) AN AS-BUILT SURVEY OF A LO
CORNER OF THE INTERSECTION OF BRIDGE STREET & WHARF STREET, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: NOVEMBER 22, 1995
RECORDED IN BOOK 54, PAGE 166 DATED: 12-14-95
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

13) TITLE OF REAL ESTATE RECORDED IN DEED BOOK 2843, PAGE 1038
DATED: 10/29/2007
ROD. BEAUFORT COUNTY, SC

14) TITLE OF REAL ESTATE RECORDED IN DEED BOOK 442, PAGE 1501
DATED: 03/03/06
ROD. BEAUFORT COUNTY, SC

15) SOUTH CAROLINA HIGHWAY DEPARTMENT, FINAL CONSTRUCTION PLANS, BEAUFORT COUNTY ROUTE No. RD #31
DATED: NOVEMBER 10, 1949
BY: C.D. CAMPBELL, DISTRICT ENGINEER
(ORIGINAL RIGHT OF WAY PLANS)



R610 039 00A 161C 0000
41 COLCOCK STREET

N/F BLUFFTON HISTORICAL PRESERVATION SOCIETY INC.
P.O. BOX 742
BLUFFTON, SC 29910

PROPERTY LINES DEPICTED PER REFERENCE P.B. 128 P. 1

R610 039 00A 161A 0000
N/F SARA SEYMOUR HARWELL
77 BRIDGE STREET
BLUFFTON, SC 29910

PROPERTY LINES DEPICTED PER UNRECORDED REFERENCE

LEGEND & SYMBOLS

- IPPF (DIST.) – IRON PIPE FOUND (DISTURBED)
- IPF – IRON PIN FOUND
- CMF – CONCRETE MONUMENT FOUND
- PKF – PARKER KALON NAIL FOUND
- IE = 19.96' – INVERT ELEVATION
- V – VALVE BOX
- FIRE HYDRANT
- LIGHT POLE
- ELECTRIC TRANSFORMER
- T – TELEPHONE SERVICE
- TELEVISION SERVICE
- WATER METER
- V – VALVE BOX
- UTILITY POLE
- SIGN
- MAIL BOX
- S – SANITARY MANHOLE
- C – CLEANOUT

LIGHT EASEMENT AREA = 264.67 Square Feet or 0.006 Acres
ADDRESS: # 41 COLCOCK STREET
DISTRICT: R610, MAP: 039, SUBMAP: 00A, PARCEL: 161C

THIS PROPERTY LIES IN F.E.M.A. ZONE X: N/A
COMMUNITY NO. 450251, PANEL: 0426G, DATED: 3/23/2021

NOTES:

1. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE R.O.D. FOR BEAUFORT COUNTY.
2. SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
3. BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
4. USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.
5. DASHED RIGHT OF WAY LINES SHOWN TAKEN FROM S.C.D.O.T. RIGHT OF WAY PLANS AS SHOWN IN DOCKET 7.243.
6. PARCELS SHOWN (INCLUDING RIGHTS OF WAY) DERIVED FROM RECORDED DEEDS AND PLATS.
7. THIS IS AN ENGINEERING SITE PLAN DEVELOPED TO ILLUSTRATE THE EASEMENT LOCATION FOR A PROPOSED LIGHT POLE INSTALLATION.

ENGINEERING SITE PLAN FOR:
LIGHT LOCATION & EASEMENT EXHIBIT OF:
41 COLCOCK STREET
BLUFFTON, BEAUFORT COUNTY, SC 29910

PREPARED FOR: TOWN OF BLUFFTON
ENGINEERING DEPARTMENT

DATE : 07/30/2025 SCALE : 1" = 20'

GRAPHIC SCALE
0 20 40 60

NANDINA

d.b.a Sea Island Land Survey, Inc.
10 Oak Park Drive, Unit C1,
Hilton Head Island,
SC 29926
Tel (843) 681-3248
email: admin@nandi
FILE No : 18197.13
DWG No. : 9-18197.13

COPYRIGHT © BY NANDINA, INC.

CAD: TW, CG FLD: CG WK: RB

Prepared By and Without Benefit of Title Examination:
FINGER, MELNICK, BROOKS & LABRUCE, P.A.
Post Office Box 24005
Hilton Head Island, South Carolina 29925
(843) 681-7000
Attn: Brittany L. Ward

STATE OF SOUTH CAROLINA	)	**STREETSCAPE EASEMENT AGREEMENT**
	)	**(BRIDGE STREET)**
COUNTY OF BEAUFORT	)	TMS No. R610-039-00A-0192-0000

THIS STREETSCAPE AND STREETLIGHT EASEMENT AGREEMENT (the "*Agreement*") is made and entered into on this ___ day of _____, 2025, (the "*Effective Date*") by and between **LOUISE B. JOHNSON, TRUSTEE OF THE LOUISE B. JOHNSON REVOCABLE TRUST AGREEMENT DATED MAY 1, 2019** (collectively, 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:

> ALL that certain piece, parcel or lot of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, and being bounded as follows, to wit: On the North by Bridge Street; and on the East by a lot owned now or formerly by Citizens and Southern National Bank, owned earlier by Varn; and on the South by the low water mark of the May River; and on the West by a lot owned now or formerly by a Mrs. A. Clifford Heyward. Said lot measures on its Northern and Southern sides One Hundred and Ten Feet (110') and on its Eastern and Western sides, Five Hundred Feet (500'), more or less.
>
> This being the same property conveyed to Grantor by Deed Kellie Kenny, Trustee of The William Gary Roe Residential Property Trust dated September 12, 2024 and recorded September 24, 2024 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 4369 at Page 1131.
>
> Tax Map No. R610-039-00A-0192-0000
> Street Address: 113 Bridge Street; 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 Bridge Street, a South Carolina Department of Transportation owned highway 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 consisting of **405.51 SQUARE FEET**, more or less, and which easements are specifically shown, described, and designated on **EXHIBIT "A"** hereto (herein, the "*Streetscape Easement Area*"); 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, sells, 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. C**onsideration 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 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*"), and (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*"), (with the Utility Improvements and the Sidewalk 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 the Grantee in the exercise of its rights hereunder shall be repaired by Grantee at its cost and expense. The parties to this Agreement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantee for repair or maintenance purposes. 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.

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. **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 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. *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.

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. *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 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(S):
THE LOUISE B. JOHNSON REVOCABLE TRUST AGREEMENT DATED MAY 1, 2019

_____ _____(L.S.)
Signature of First Witness **LOUISE B. JOHNSON, TRUSTEE**

_____
Printed Name of First Witness

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

_____
Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of_____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared **LOUISE B. JOHNSON, TRUSTEE OF THE LOUISE B. JOHNSON REVOCABLE TRUST AGREEMENT DATED MAY 1, 2019** 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

_____ (L.S.)
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)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of_____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared STEPHEN STEESE as TOWN MANAGER for 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:_____

WITNESS Grantee's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTEE:
DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation

_____ (L.S.)
Signature of First Witness
Name: DANIEL F. KASSIS
Title: VICE PRESIDENT OF CUSTOMER RELATIONS AND RENEWABLES

_____
Printed Name of First Witness

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

_____
Printed Name of Second Witness or Notary Public

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

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.

_____(SEAL)
(Signature of Notary Public)

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

EXHIBIT "A"
(Easement Depiction)

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:	LOUISE B. JOHNSON, TRUSTEE OF THE LOUISE B. JOHNSON REVOCABLE TRUST AGREEMENT DATED MAY 1, 2019
GRANTEE:	THE TOWN OF BLUFFTON; DOMINION ENERGY SOUTH CAROLINA, INC.
GRANTEE MAILING ADDRESS:	20 Bridge Street, Bluffton, SC 29910
DATE OF CONVEYANCE:	_____
TRUE CONSIDERATION:	$10.00
TAX DISTRICT/MAP/PARCEL NO:	R610-039-00A-0192-0000

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.

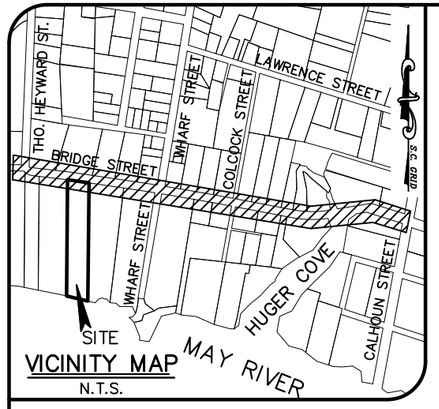
Signed: _____
Print Name: Brittany L. Ward
Capacity: Finger, Melnick, Brooks & LaBruce, P.A.
Attorney for Town

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: _____



VICINITY MAP
N.T.S.

EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1 (TIE)	5.59'	N06°44'32"E
L2 (TIE)	3.30'	S00°57'28"W
L3	3.19'	S00°57'28"W
L4	15.12'	S89°20'23"W
L5	18.11'	N83°38'39"W
L6	5.55'	N06°44'32"E
L7	12.24'	S82°36'57"E

REFERENCE PLATS

1) AN AS-BUILT SURVEY OF PARCEL 118 CALHOUN STREET, TAX MAP #39A, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: MAY 31, 2012
RECORDED IN BOOK 140, PAGE 85 DATED: 02/23/2015
ROD. BEAUFORT COUNTY, SC
BY: WILLIAM J. SMITH S.C.R.L.S. #26960

2) SURVEY OF 1.07 AC. LOCATED IN THE TOWN OF BLUFFTON IN DISTRICT #610, BEAUFORT CO. SOUTH CAROLINA TAX MAP #39A-160 SUBDIVIDED INTO PARCELS A & B
DRAWN: 12/16/97
RECORDED IN BOOK 63, PAGE 155 DATED: 98 JAN 23
ROD. BEAUFORT COUNTY, SC
BY: H.R. JOHNSON S.C.R.L.S. #2077

3) A TREE & TOPOGRAPHIC SURVEY OF 0.29 Ac. BRIDGE STREET, TMS R610 039 00A 161A 0000, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
BY: DONALD R. COOK JR. S.C.R.L.S.# 19010

4) PLAT OF SURVEY- SUBDIVISION- LAND OF THE ESTATE OF JULIA COLCOCK, TOWN OF BLUFFTON- BEAUFORT COUNTY- SOUTH CAROLINA
DRAWN: 1 JUNE 1979
RECORDED IN BOOK 28, PAGE 61 DATED: 10/26/77
ROD. BEAUFORT COUNTY, SC
BY: CARL E. EKHOLM S.C.R.L.S. #2047

5) A BOUNDARY SURVEY OF PARCEL 234 & 166, TAX MAP 39A, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: OCTOBER 10, 1991
RECORDED IN BOOK 128, PAGE 1 DATED: 04/23/2009
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

6) A BOUNDARY SURVEY TO SHOW LOCATION OF LEASED AREA, PARCELS 190 & 165, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: OCTOBER 3, 2002
RECORDED IN BOOK 90, PAGE 188 DATED: 2/26/2002
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

REFERENCE PLATS (continued)

7) AN ASBUILT SURVEY AND PROPOSED BOUNDARY DIVISION OF PARCEL 121 LOCATED AT THE INTERSECTION OF CALHOUN STREET & BRIDGE STREET, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA.
DRAWN: NOVEMBER 12, 2007
RECORDED IN BOOK 123, PAGE 156 DATED: 02/06/2008
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S.#4922

8) BOUNDARY SURVEY & SUBDIVISION PLAT PREPARED FOR HEIRS OF M.C. RILEY, TOWN OF BLUFFTON, BEAUFORT COUNTY, S.C.
DRAWN: 6-26-89
RECORDED IN BOOK 37, PAGE 28 DATED: 10-29-89
ROD. BEAUFORT COUNTY, SC
BY: M.A. DUNHAM P.L.S. S.C.R.L.S. #11590

REFERENCE PLATS (continued)

9) PLAT SHOWING R610 039 00A 158A 0000, PREPARED FOR: ALEX R. WELLS, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: FEB. 16, 2016
RECORDED IN BOOK 143, PAGE 36 DATED: 02/17/2016
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BY: ZYAD A. KHALIL S.C.P.L.S. 15176

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DRAWN: 3-23-2001
BY: WILLIAM E. MIXON S.C.R.L.S. #17573

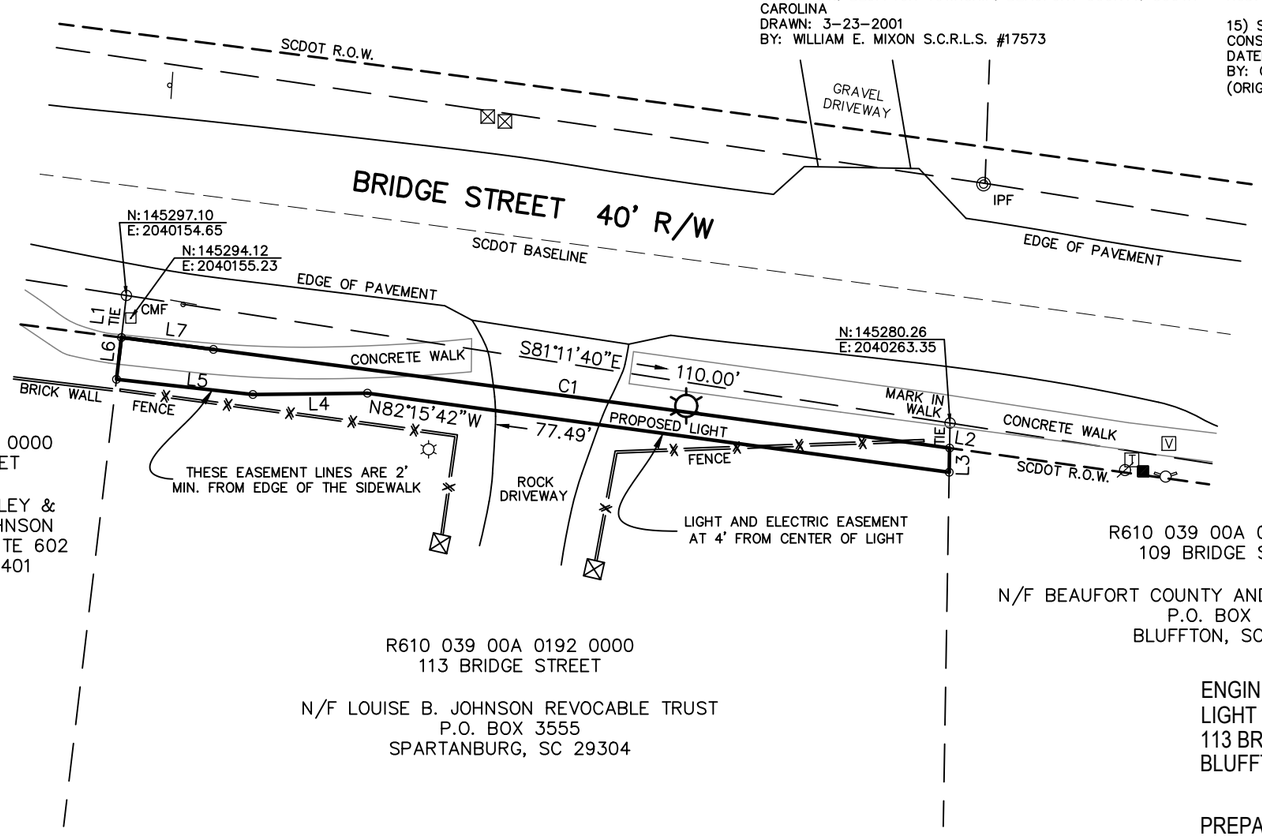
REFERENCE PLATS (continu

12) AN AS-BUILT SURVEY OF A LO… CORNER OF THE INTERSECTION OF BRIDGE STREET & WHARF STREET, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: NOVEMBER 22, 1995
RECORDED IN BOOK 54, PAGE 166 DATED: 12-14-95
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

13) TITLE OF REAL ESTATE RECORDED IN DEED BOOK 2843, PAGE 1038
DATED: 10/29/2007
ROD. BEAUFORT COUNTY, SC

14) TITLE OF REAL ESTATE RECORDED IN DEED BOOK 442, PAGE 1501
DATED: 03/03/06
ROD. BEAUFORT COUNTY, SC

15) SOUTH CAROLINA HIGHWAY DEPARTMENT, FINAL CONSTRUCTION PLANS, BEAUFORT COUNTY ROUTE No. RD #31
DATED: NOVEMBER 10, 1949
BY: C.D. CAMPBELL, DISTRICT ENGINEER
(ORIGINAL RIGHT OF WAY PLANS)



R610 039 00A 0193 0000
115 BRIDGE STREET

N/F JUDITH F. BRADLEY & LOUISE BRADLEY JOHNSON
300 BULL STREET, SUITE 602
SAVANNAH, GA 31401

R610 039 00A 0191 0000
109 BRIDGE STREET

N/F BEAUFORT COUNTY AND TOWN OF BLUFFTON
P.O. BOX 386
BLUFFTON, SC 29910

R610 039 00A 0192 0000
113 BRIDGE STREET

N/F LOUISE B. JOHNSON REVOCABLE TRUST
P.O. BOX 3555
SPARTANBURG, SC 29304

LEGEND & SYMBOLS

- IPPF (DIST.) — IRON PIPE FOUND (DISTURBED)
- IPF — IRON PIN FOUND
- CMF — CONCRETE MONUMENT FOUND
- PKF — PARKER KALON NAIL FOUND
- IE = 19.96' — INVERT ELEVATION
- V — VALVE BOX
- FIRE HYDRANT
- LIGHT POLE
- T — TELEPHONE SERVICE
- TELEVISION SERVICE
- WATER METER
- V — VALVE BOX
- UTILITY POLE
- SIGN
- MAIL BOX

EASEMENT AREA = 405.51 Square Feet or 0.009 Acres

ADDRESS: # 113 BRIDGE STREET

DISTRICT: R610, MAP: 039, SUBMAP: 00A, PARCEL: 0192

THIS PROPERTY LIES IN F.E.M.A. ZONE X - N/A
COMMUNITY NO. 450251, PANEL: 0426G, DATED: 3/23/2021

NOTES:

1. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE R.O.D. FOR BEAUFORT COUNTY.
2. SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
3. BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
4. USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.
5. DASHED RIGHT OF WAY LINES SHOWN TAKEN FROM S.C.D.O.T. RIGHT OF WAY PLANS AS SHOWN IN DOCKET 7.243.
6. PARCELS SHOWN (INCLUDING RIGHTS OF WAY) DERIVED FROM RECORDED DEEDS AND PLATS.
7. THIS IS AN ENGINEERING SITE PLAN DEVELOPED TO ILLUSTRATE EASEMENT LOCATIONS FOR A PROPOSED LIGHT POLE INSTALLATION AND SIDEWALK ENCROACHMENT.

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	98.04'	11437.34'	49.02'	98.04'	N82°22'13"W	000°29'28"

ENGINEERING SITE PLAN FOR:
LIGHT LOCATION & EASEMENT EXHIBIT OF:
113 BRIDGE STREET
BLUFFTON, BEAUFORT COUNTY, SC 29910

PREPARED FOR: TOWN OF BLUFFTON
ENGINEERING DEPARTMENT

DATE : 08/11/2025 SCALE : 1" = 20'

GRAPHIC SCALE
0 20 40 60

NANDINA

d.b.a Sea Island Land Survey, Inc.
10 Oak Park Drive, Unit C1,
Hilton Head Island,
SC 29926
Tel (843) 681-3248
email: admin@na…

FILE No : 18197.13
DWG No. : 9-18197

COPYRIGHT © BY NANDINA, INC.

CAD: TW, CG …

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	)	**STREETLIGHT EASEMENT AGREEMENT**
	)	**TMS#R610-039-00A-161C-0000**
COUNTY OF BEAUFORT	)	**DOMINION ENERGY EASMENT #**

THIS STREETLIGHT EASEMENT AGREEMENT (the "*Agreement*") is made and entered into on this ____ day of_____, 2025 (the "*Effective Date*"), by and between **HISTORIC BLUFFTON FOUNDATION, INC. *f/k/a* BLUFFTON HISTORICAL PRESERVATION SOCIETY, INC.**, a South Carolina non-profit corporation (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:

> ALL that certain piece, parcel or lot of land, located in the Town of Bluffton, County of Beaufort, State of South Carolina, containing .298 acres and is more particularly shown on a plat of the Estate of Julia Colcock, prepared by Carl E. Ekholm, R.L.S. #2047, on June 1, 1979 and recorded in the Office of the Clerk of the Court for Beaufort County in Plat Book 28 at Page 61 as belonging to Marie Brannen along with the use of the ten (10') private access road as is shown on said plat.
>
> This being the same property conveyed to Grantor by Deed of Distribution in the Estate of Sophia Mae P. Teel, Probate Court Case Number 2008ES0700447, dated October 23, 2008 and recorded October 30, 2008 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 2779 at Page 1669.
>
> Tax Map No. R610-039-00A-161C-0000
> Street Address: 41 Colcock St.; 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 Bridge Street, 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 utility easement interest on the Property consisting of a combined **264.67 Square Feet**, more or less, and which easement is specifically shown, described and designated on **EXHIBIT** "**A**" hereto as *"Easement Area";* 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/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 Area, 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 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. 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 lighting 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 such lights, fixtures, poles, support infrastructure, communications infrastructure, conduits, wiring, meters, boxes, enclosures, and/or other lighting and electric utility improvements (herein, 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 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 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 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 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 to the conditions existing prior to the occurrence of said disturbance, normal wear and tear excepted.

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 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 these easements and the Improvements in the Easement Areas shall not serve to reduce any density or development rights 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. *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.

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. *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 legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their 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 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:
HISTORIC BLUFFTON FOUNDATION, INC. F/K/A THE BLUFFTON HISTORICAL PRESERVATION SOCIETY, INC., a South Carolina non-profit corporation

_____ _____
(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 _____)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally **a**ppeared _____ as _____ for **HISTORIC BLUFFTON FOUNDATION, INC. f/k/a THE BLUFFTON HISTORICAL PRESERVATION SOCIETY, INC.**, 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

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)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared STEPHEN STEESE as TOWN MANAGER for 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:_____

WITNESS Grantee's Hand and Seal this ____ day of _____ , 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

GRANTEE:

DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina Corporation

_____
(Signature of First Witness)

_____
Name: EVAN B. WHEELER
Title: District 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 EVAN B. WHEELER as DISTRICT MANAGER for DOMINION ENERGY SOUTH CAROLINA, INC., 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)

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:	HISTORIC BLUFFTON FOUNDATION, INC. f/k/a BLUFFTON HISTORICAL PRESERVATION SOCIETY, INC., a South Carolina non-profit corporation
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 00A 161C 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.

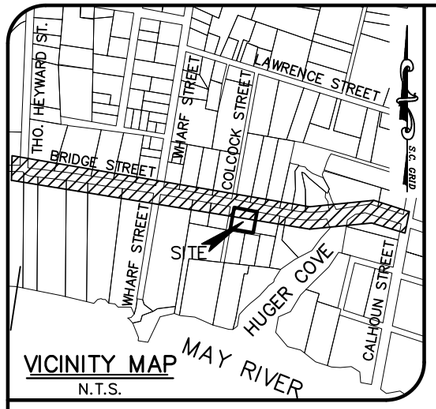
Signed:_____
Print Name: Brittany L. Ward
Capacity: Finger, Melnick, Brooks & LaBruce, P.A.
Attorney for Town

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: _____



VICINITY MAP
N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.84'	N11°17'32"E
L2	4.59'	S11°17'32"W
L3	2.24'	S11°17'32"W
L4	2.24'	N11°17'32"E

REFERENCE PLATS

1) AN AS-BUILT SURVEY OF PARCEL 118 CALHOUN STREET, TAX MAP #39A, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: MAY 31, 2012
RECORDED IN BOOK 140, PAGE 85 DATED: 02/23/2015
ROD. BEAUFORT COUNTY, SC
BY: WILLIAM J. SMITH S.C.R.L.S. #26960

2) SURVEY OF 1.07 AC. LOCATED IN THE TOWN OF BLUFFTON IN DISTRICT #610, BEAUFORT CO. SOUTH CAROLINA TAX MAP #39A-160 SUBDIVIDED INTO PARCELS A & B
DRAWN: 12/16/97
RECORDED IN BOOK 63, PAGE 155 DATED: 98 JAN 23
ROD. BEAUFORT COUNTY, SC
BY: H.R. JOHNSON S.C.R.L.S. #2077

3) A TREE & TOPOGRAPHIC SURVEY OF 0.29 Ac. BRIDGE STREET, TMS R610 039 00A 161A 0000, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
BY: DONALD R. COOK JR. S.C.R.L.S.# 19010

4) PLAT OF SURVEY- SUBDIVISION- LAND OF THE ESTATE OF JULIA COLCOCK, TOWN OF BLUFFTON- BEAUFORT COUNTY- SOUTH CAROLINA
DRAWN: 1 JUNE 1979
RECORDED IN BOOK 28, PAGE 61 DATED: 10/26/77
ROD. BEAUFORT COUNTY, SC
BY: CARL E. EKHOLM S.C.R.L.S. #2047

5) A BOUNDARY SURVEY OF PARCEL 234 & 166, TAX MAP 39A, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: OCTOBER 10, 1991
RECORDED IN BOOK 128, PAGE 1 DATED: 04/23/2009
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

6) A BOUNDARY SURVEY TO SHOW LOCATION OF LEASED AREA, PARCELS 190 & 165, DISTRICT 610, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: OCTOBER 3, 2002
RECORDED IN BOOK 90, PAGE 188 DATED: 2/26/2002
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

REFERENCE PLATS (continued)

7) AN ASBUILT SURVEY AND PROPOSED BOUNDARY DIVISION OF PARCEL 121 LOCATED AT THE INTERSECTION OF CALHOUN STREET & BRIDGE STREET, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA.
DRAWN: NOVEMBER 12, 2007
RECORDED IN BOOK 123, PAGE 156 DATED: 02/06/2008
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S.#4922

8) BOUNDARY SURVEY & SUBDIVISION PLAT PREPARED FOR HEIRS OF M.C. RILEY, TOWN OF BLUFFTON, BEAUFORT COUNTY, S.C.
DRAWN: 6-26-89
RECORDED IN BOOK 37, PAGE 28 DATED: 10-29-89
ROD. BEAUFORT COUNTY, SC
BY: M.A. DUNHAM P.L.S. S.C.R.L.S. #11590

REFERENCE PLATS (continued)

9) PLAT SHOWING R610 039 00A 158A 0000, PREPARED FOR: ALEX R. WELLS, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: FEB. 16, 2016
RECORDED IN BOOK 143, PAGE 36 DATED: 02/17/2016
ROD. BEAUFORT COUNTY, SC
BY: ZYAD A. KHALIL S.C.P.L.S. 15176

10) PLAT SHOWING COMBINATION SURVEY R610 039 00A 0158 & 158B
PREPARED FOR: JOEL YEAGER, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: DEC. 2, 2015
RECORDED IN BOOK 142, PAGE 132 DATED: 12/15/2015
ROD. BEAUFORT OUNTY, SC
BY: ZYAD A. KHALIL S.C.P.L.S. 15176

11) AN ASBUILT SURVEY OF PARCEL 168, LOCATED ON BRIDGE ST., BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: 3-23-2001
BY: WILLIAM E. MIXON S.C.R.L.S. #17573

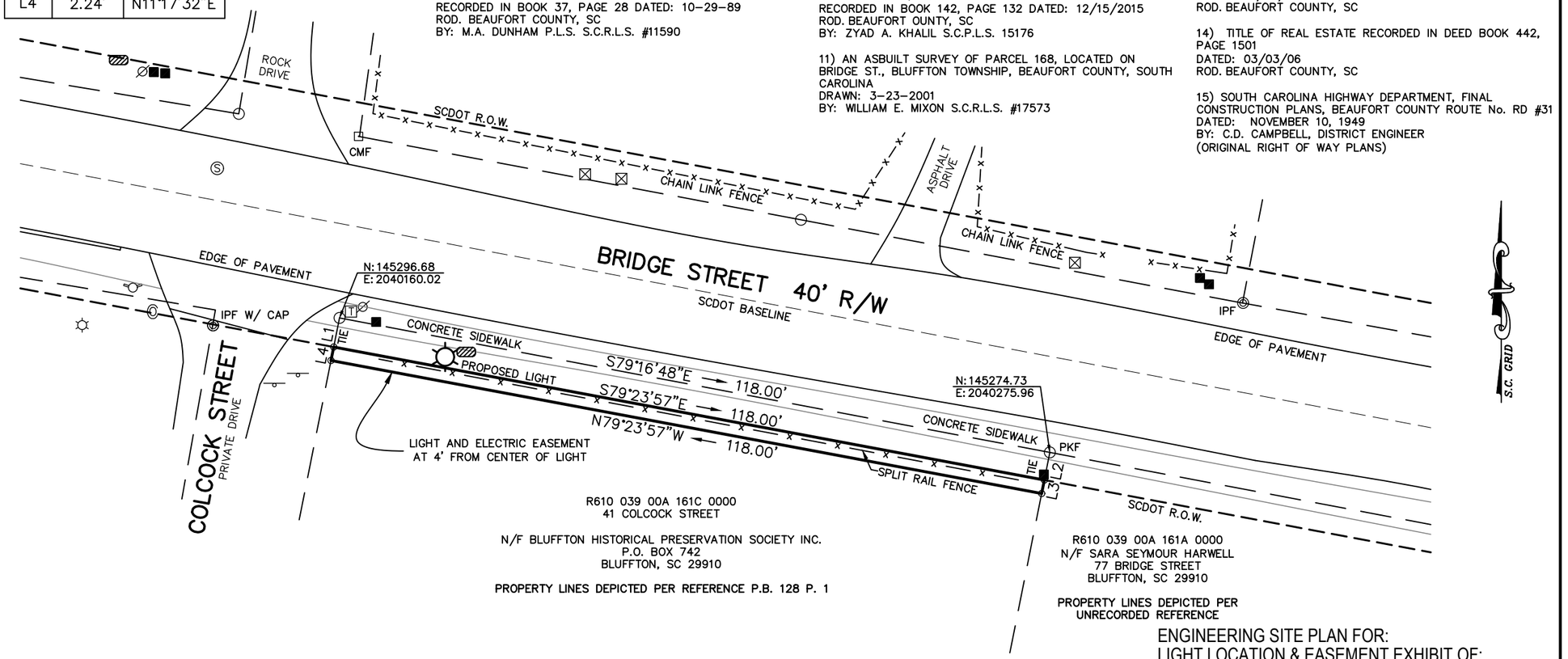
REFERENCE PLATS (continu

12) AN AS-BUILT SURVEY OF A LO
CORNER OF THE INTERSECTION OF BRIDGE STREET & WHARF STREET, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DRAWN: NOVEMBER 22, 1995
RECORDED IN BOOK 54, PAGE 166 DATED: 12-14-95
ROD. BEAUFORT COUNTY, SC
BY: FORREST F. BAUGHMAN S.C.R.L.S. #4922

13) TITLE OF REAL ESTATE RECORDED IN DEED BOOK 2843, PAGE 1038
DATED: 10/29/2007
ROD. BEAUFORT COUNTY, SC

14) TITLE OF REAL ESTATE RECORDED IN DEED BOOK 442, PAGE 1501
DATED: 03/03/06
ROD. BEAUFORT COUNTY, SC

15) SOUTH CAROLINA HIGHWAY DEPARTMENT, FINAL CONSTRUCTION PLANS, BEAUFORT COUNTY ROUTE No. RD #31
DATED: NOVEMBER 10, 1949
BY: C.D. CAMPBELL, DISTRICT ENGINEER
(ORIGINAL RIGHT OF WAY PLANS)



R610 039 00A 161C 0000
41 COLCOCK STREET

N/F BLUFFTON HISTORICAL PRESERVATION SOCIETY INC.
P.O. BOX 742
BLUFFTON, SC 29910

PROPERTY LINES DEPICTED PER REFERENCE P.B. 128 P. 1

R610 039 00A 161A 0000
N/F SARA SEYMOUR HARWELL
77 BRIDGE STREET
BLUFFTON, SC 29910

PROPERTY LINES DEPICTED PER UNRECORDED REFERENCE

LEGEND & SYMBOLS

- IPPF (DIST.) – IRON PIPE FOUND (DISTURBED)
- IPF – IRON PIN FOUND
- CMF – CONCRETE MONUMENT FOUND
- PKF – PARKER KALON NAIL FOUND
- IE = 19.96' – INVERT ELEVATION
- V – VALVE BOX
- – FIRE HYDRANT
- – LIGHT POLE
- – ELECTRIC TRANSFORMER
- T – TELEPHONE SERVICE
- – TELEVISION SERVICE
- – WATER METER
- V – VALVE BOX
- – UTILITY POLE
- – SIGN
- – MAIL BOX
- S – SANITARY MANHOLE
- C – CLEANOUT

LIGHT EASEMENT AREA = 264.67 Square Feet or 0.006 Acres
ADDRESS: # 41 COLCOCK STREET
DISTRICT: R610, MAP: 039, SUBMAP: 00A, PARCEL: 161C

THIS PROPERTY LIES IN F.E.M.A. ZONE X: N/A
COMMUNITY NO. 450251, PANEL: 0426G, DATED: 3/23/2021

NOTES:

1. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE R.O.D. FOR BEAUFORT COUNTY.
2. SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
3. BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
4. USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.
5. DASHED RIGHT OF WAY LINES SHOWN TAKEN FROM S.C.D.O.T. RIGHT OF WAY PLANS AS SHOWN IN DOCKET 7.243.
6. PARCELS SHOWN (INCLUDING RIGHTS OF WAY) DERIVED FROM RECORDED DEEDS AND PLATS.
7. THIS IS AN ENGINEERING SITE PLAN DEVELOPED TO ILLUSTRATE THE EASEMENT LOCATION FOR A PROPOSED LIGHT POLE INSTALLATION.

ENGINEERING SITE PLAN FOR:
LIGHT LOCATION & EASEMENT EXHIBIT OF:
41 COLCOCK STREET
BLUFFTON, BEAUFORT COUNTY, SC 29910

PREPARED FOR: TOWN OF BLUFFTON
ENGINEERING DEPARTMENT

DATE : 07/30/2025 SCALE : 1" = 20'

GRAPHIC SCALE
0 20 40 60

NANDINA

d.b.a Sea Island Land Survey, Inc.
10 Oak Park Drive, Unit C1,
Hilton Head Island,
SC 29926
Tel (843) 681-3248
email: admin@nandi
FILE No : 18197.13
DWG No. : 9-18197.13

COPYRIGHT © BY NANDINA, INC.

CAD: TW, CG FLD: CG WK: RB

Attachment 3
Proposed Motion

Consideration of a Resolution Authorizing Acceptance of Easement Donations from Property Owners Necessary to Complete the Bridge Street Streetscape 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 Bridge Street Streetscape Project."*

TOWN COUNCIL

STAFF REPORT
Projects and Watershed Resilience Department

MEETING DATE:	September 9, 2025
PROJECT:	Consideration of a Resolution Authorizing Acceptance of Easement Donations from Property Owners Necessary to Complete a Portion of the Public Safety Cameras Project
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects and Watershed Resilience and Joe Babkiewicz, Chief of Police

REQUEST: Town Staff requests Town Council approve the Resolution (Attachment 1) authorizing the acceptance of an easement donation for the purpose of completing a portion of the Public Safety Cameras Project.

BACKGROUND: With the approval of the Fiscal Year 2025-2026 Strategic Plan, Staff continue to implement the Public Safety Cameras project improvements. The acquisition of this easement is necessary to complete a camera installation in Bluffton. Sample Easement is included as Attachment 2.

This private easement donation is necessary as the camera cannot be located within the South Carolina Department of Transportation Right of Way due to pending state litigation.

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 the donation of the easement and authorizes the Town Manager and Staff to take such actions as are necessary to complete the acceptance of the easement donation.

ATTACHMENTS:

1. Resolution
2. Sample Easement
3. Proposed Motion

RESOLUTION

A RESOLUTION AUTHORIZING ACCEPTANCE OF AN EASEMENT DONATION FROM A PROPERTY OWNER NECESSARY TO COMPLETE A PORTION OF THE PUBLIC SAFETY CAMERAS PROJECT

WHEREAS, the Town of Bluffton is pursuing additional safety camera improvements throughout the Town of Bluffton to help prevent, detect and solve crime; and,

WHEREAS, to complete the Project, the Town needs to acquire an easement interest from certain owners of certain parcels of real property at the selected camera locations which easement is attached hereto as Exhibit "A" (collectively, the "*Easements*"); and,

WHEREAS, the Town desires to accept the donation of the Easement and Town Council has determined that it is in the public interest for the Town to accept the donation and conveyances of the Easement from property owner who has voluntarily offered to execute the Easement and convey these easement interests to the Town as a donation to the Town for a public purpose; 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 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 as a donation to the Town for any valid public purpose and approves the Easement in substantially the form attached hereto as Exhibit "A".

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 Easement as a donation to the Town, including, without limitation, the acceptance and recordation of the above-referenced 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.

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 EASEMENT)

	Property Owner	Tax Map Number	Address
1	Refuel Operating Company, LLC	R610 036 000 3713 0000	150 Parkside Commons

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)

CAMERA EASEMENT AGREEMENT
TMS No. R610-036-000-3713-0000

THIS CAMERA EASEMENT AGREEMENT (the "*Agreement*") is made and entered into on this ___ day of _____, 2025, (the "*Effective Date*") by and between **REFUEL OPERATING COMPANY, LLC**, (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 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:

> ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Bluffton, County of Beaufort, South Carolina, and being shown and designated as PARCEL 6 containing 1.58 acres, on that certain plat entitled "SUBDIVISION PLAT NEW RIVERSIDE VILLAGE" prepared by Thomas & Hutton, Robert K Morgan, III, SCPLS #26957, dated October 6, 2021 and recorded in the office of the Register of Deeds for Beaufort County in Plat Book 157 at Page 137.
>
> THIS being the same property conveyed to Grantor by deed of MFH Land, LLC, dated May 31, 2022 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on June 3, 2022 in Record Book 4152 at Page 1965.
>
> Tax Map No. R610-036-000-3713-0000
> Street Address: 150 Parkside Commons; Bluffton, South Carolina 29910

WHEREAS, the Grantee seeks to acquire a portion of the Property for a public purpose, more particularly the installation of traffic cameras and supporting infrastructure, along May River Road, 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 consisting of _____ SQUARE FEET, more or less, and which easements are specifically shown, described, and designated on **EXHIBIT "A"** hereto (hereinafter, the *"Easement Area*"); 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/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, lessees and employees (collectively, the "*Grantee Parties*") such non-exclusive, perpetual, commercial, and transmissible easements and rights-of-way, over, under, across, through, and upon the Easement Area, for the benefit of the Grantee Parties, 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 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 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 Easement**. Subject to the provisions of this Easement Agreement, the Grantor hereby declares, grants, bargains, donates, aligns, conveys, imposes and confirms unto to 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 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 Easement Area for the purposes of completing and maintaining the Project, including but not limited to: (i) ingress, egress, regress and access to the Easement Area; (ii) construct, inspect, operate, replace, repair and perpetually maintain cameras, fixtures, poles, support infrastructure, communication infrastructure, conduits, wiring, meters, boxes, enclosures, transformers, hand-holes, transformer enclosures, connections boxes, or other subsurface or above-ground utility improvements (collectively the "*Improvements*"); and (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 Easement Area as may be necessary or convenient for the purposes of completing the Project or maintaining Improvements.

To the extent that any portion of the Improvements are owned by a third-party and leased or otherwise provided to the Grantee, the Grantor acknowledges and agrees that the Easement granted herein is intended to extend to and encompass said third-party as may be reasonably necessary for installation, maintenance, upgrade, removal, construction, and inspection of the Improvements within the Easement Area to the fullest extent permitted to the other Grantee Parties under this Agreement.

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 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 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

If this Agreement is terminated by the Parties then the Grantee, at its sole cost and expense, shall within forty-five (45) days remove all Improvements and return the Easement Area to substantially the same condition as existed prior to the existence of the Easement at no cost to the Grantor.

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 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 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. 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.

8. 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 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:
REFUEL OPERATION COMPANY, LLC

_____
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 REFUEL OPERATION COMPANY, LLC, 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 _____
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

_____
Printed Name of First Witness

_____
Signature of Second Witness or Notary Public

_____
Printed Name of Second Witness or Notary Public

_____
Name: STEPHEN STEESE, ICMA-CM

Title: TOWN MANAGER

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of_____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared STEPHEN STEESE as TOWN MANAGER for 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)

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: REFUEL OPERATION COMPANY, 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: R610-036-000-3713-0000

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 _____, _____.

_____

Notary Public of South Carolina
My commission expires:

ROD OFFICE USE ONLY

State Stamps Collected: $_____ Recording Date: _____
Transfer Fee Collected: $_____ Book: _____ Page: _____

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	)	**CAMERA EASEMENT AGREEMENT**
	)	**TMS No. R610-036-000-3713-0000**
	)	
COUNTY OF BEAUFORT	)	

THIS CAMERA EASEMENT AGREEMENT (the "*Agreement*") is made and entered into on this ___ day of _____, 2025, (the "*Effective Date*") by and between **REFUEL OPERATING COMPANY, LLC**, (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 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:

> ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Bluffton, County of Beaufort, South Carolina, and being shown and designated as PARCEL 6 containing 1.58 acres, on that certain plat entitled "SUBDIVISION PLAT NEW RIVERSIDE VILLAGE" prepared by Thomas & Hutton, Robert K Morgan, III, SCPLS #26957, dated October 6, 2021 and recorded in the office of the Register of Deeds for Beaufort County in Plat Book 157 at Page 137.
>
> THIS being the same property conveyed to Grantor by deed of MFH Land, LLC, dated May 31, 2022 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on June 3, 2022 in Record Book 4152 at Page 1965.
>
> Tax Map No. R610-036-000-3713-0000
> Street Address: 150 Parkside Commons; Bluffton, South Carolina 29910

WHEREAS, the Grantee seeks to acquire a portion of the Property for a public purpose, more particularly the installation of traffic cameras and supporting infrastructure, along May River Road, 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 consisting of _____ SQUARE FEET, more or less, and which easements are specifically shown, described, and designated on **EXHIBIT "A"** hereto (hereinafter, the *"Easement Area*"); 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/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, lessees and employees (collectively, the "*Grantee Parties*") such non-exclusive, perpetual, commercial, and transmissible easements and rights-of-way, over, under, across, through, and upon the Easement Area, for the benefit of the Grantee Parties, 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 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 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 Easement**. Subject to the provisions of this Easement Agreement, the Grantor hereby declares, grants, bargains, donates, aligns, conveys, imposes and confirms unto to 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 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 Easement Area for the purposes of completing and maintaining the Project, including but not limited to: (i) ingress, egress, regress and access to the Easement Area; (ii) construct, inspect, operate, replace, repair and perpetually maintain cameras, fixtures, poles, support infrastructure, communication infrastructure, conduits, wiring, meters, boxes, enclosures, transformers, hand-holes, transformer enclosures, connections boxes, or other subsurface or above-ground utility improvements (collectively the "*Improvements*"); and (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 Easement Area as may be necessary or convenient for the purposes of completing the Project or maintaining Improvements.

To the extent that any portion of the Improvements are owned by a third-party and leased or otherwise provided to the Grantee, the Grantor acknowledges and agrees that the Easement granted herein is intended to extend to and encompass said third-party as may be reasonably necessary for

installation, maintenance, upgrade, removal, construction, and inspection of the Improvements within the Easement Area to the fullest extent permitted to the other Grantee Parties under this Agreement.

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 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 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

If this Agreement is terminated by the Parties then the Grantee, at its sole cost and expense, shall within forty-five (45) days remove all Improvements and return the Easement Area to substantially the same condition as existed prior to the existence of the Easement at no cost to the Grantor.

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 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 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. 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.

8. 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 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:
REFUEL OPERATION COMPANY, LLC

_____
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 REFUEL OPERATION COMPANY, LLC, 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 _____
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

_____
Printed Name of First Witness

_____
Signature of Second Witness or Notary Public

_____
Printed Name of Second Witness or Notary Public

_____
Name: STEPHEN STEESE, ICMA-CM

Title: TOWN MANAGER

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of_____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared STEPHEN STEESE as TOWN MANAGER for 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)

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: REFUEL OPERATION COMPANY, 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: R610-036-000-3713-0000

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 _____, _____.

_____
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 Acceptance of Easement Donations from Property Owners Necessary to Complete a Portion of the Public Safety Cameras Project

Proposed Motion

*"I move to **approve, (deny or approve as amended)** a Resolution authorizing acceptance of an easement donation from a property owner to complete the Public Safety Cameras project."*

Hilton Head Island & Bluffton Chamber of Commerce

QUARTERLY REPORT
FISCAL YEAR 2025-Q4

APRIL – JUNE 2025



METRICS UPDATE

DESTINATION METRICS

APRIL 1 – JUNE 30, 2025

As the Official DMO for the Town of Bluffton and based on our official contract, below are the quarterly metrics for the time frame of April 1 - June 30, 2025.

This quarter proved challenging for the hotel sector. Despite the Easter holiday and the start of peak travel season, economic uncertainties continue to weigh on visitor sentiment. Recent reporting from The Washington Post indicates that summer vacation spending could decline by up to 25%, as travelers grapple with concerns over rising inflation and the cost of living.

Despite these challenges, the peak season still offers promising opportunities. With favorable weather and key events on the calendar, the hotel sector is well-positioned to capture renewed demand and build momentum through the heart of peak season.



OCC: Occupancy Rates

April	May	March
80%	72%	76%
-8% YOY	-17% YOY	-10% YOY



ADR: Average Daily Rate

April	May	March
$151	$142	$146
-1% YOY	+1% YOY	FLAT YOY



RevPAR: Revenue per Available Room

April	May	March
$118	$102	$111
-9% YOY	-16% YOY	-10% YOY

Source: Keydata Monthly Trend Report

TOWN OF BLUFFTON SOCIAL REPORT

APRIL 1 – JUNE 30, 2025

This quarter (April 1 – June 30, 2025) reflected solid audience growth across all tracked platforms, underscoring ongoing momentum in brand visibility and follower acquisition. Notably, Instagram and Facebook both experienced strong year-over-year (YoY) follower growth of +22% and +15.2% respectively, while TikTok (+3.8% YoY) and X (+6.2% YoY) also demonstrated steady gains.

While Facebook (-34.1% YoY) and Instagram (-32.2% YoY) engagements declined, these results contrast with the strong follower growth on both platforms, suggesting a need to revisit content format, posting frequency, or promotion strategy to better convert reach into interaction. On the other hand, TikTok (+17.8% YoY) and X (+128.4% YoY) saw notable gains in engagement, with X showing the most dramatic increase, likely driven by more targeted or resonant content despite being a secondary channel.

These insights affirm that our community is continuing to grow meaningfully, even as platform dynamics evolve. Looking ahead, our team is focused on refining engagement strategies and exploring new content approaches to ensure audience growth is matched by interaction across high-opportunity channels like TikTok and Instagram

Facebook Page Likes
47,444 ↑ +15.6% YoY +117% PoP

Facebook Engagements
21,823 ↓ -34.1% YoY +432% PoP

Instagram Followers
13,706 ↑ +22% YoY +4.3% PoP

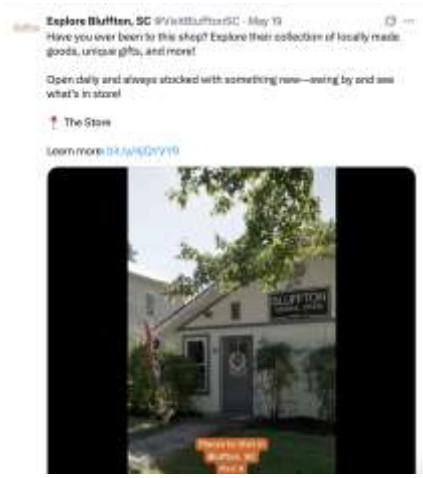
Instagram Engagements
14,993 ↓ -32.2% YoY -3.3% PoP

X Followers
737 ↑ +6.2% YoY +1.4% PoP

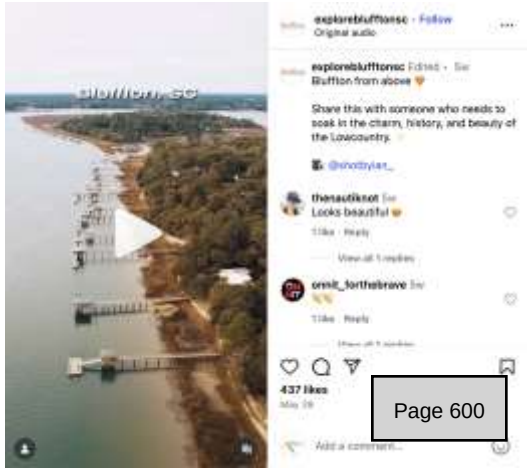
X Engagements
233 ↑ +128.4% YoY +159% PoP

TikTok Followers
2,392 ↑ +3.8% YoY +0.5% PoP

TikTok Engagements
451 ↑ +17.8% YoY -35% PoP







TOWN OF BLUFFTON SOCIAL DEMOGRAPHICS

APRIL 1 – JUNE 30, 2025

Meta

Gender Breakdown
- 60% Female
- 19% Male
- 20% Non-binary

Top Demo Age Range
- 35-45

Top Three Cities
1. Bluffton
2. Hilton Head Island
3. Okatie

TikTok

Gender Breakdown
- 47% Female
- 53% Male

Top Demo Age Range
- 45-54 followed by 35-44

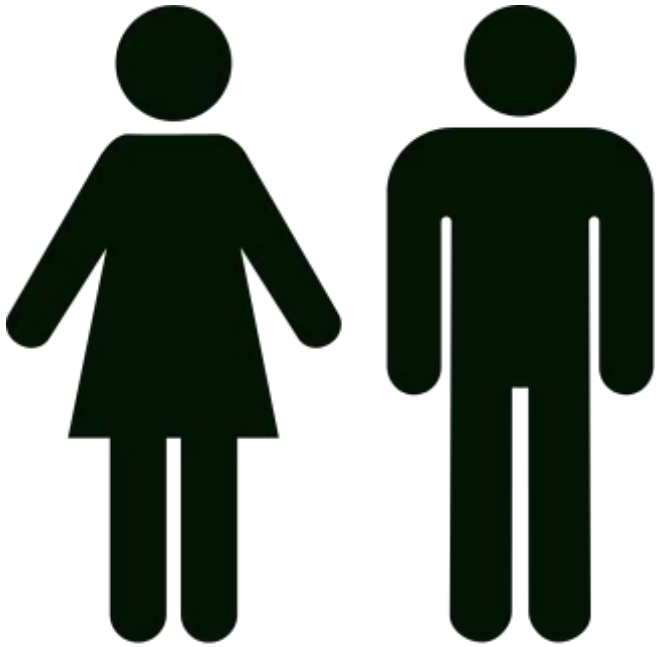
Top Three Cities
1. Mount Holly
2. Huntington
3. Los Angeles

Pinterest

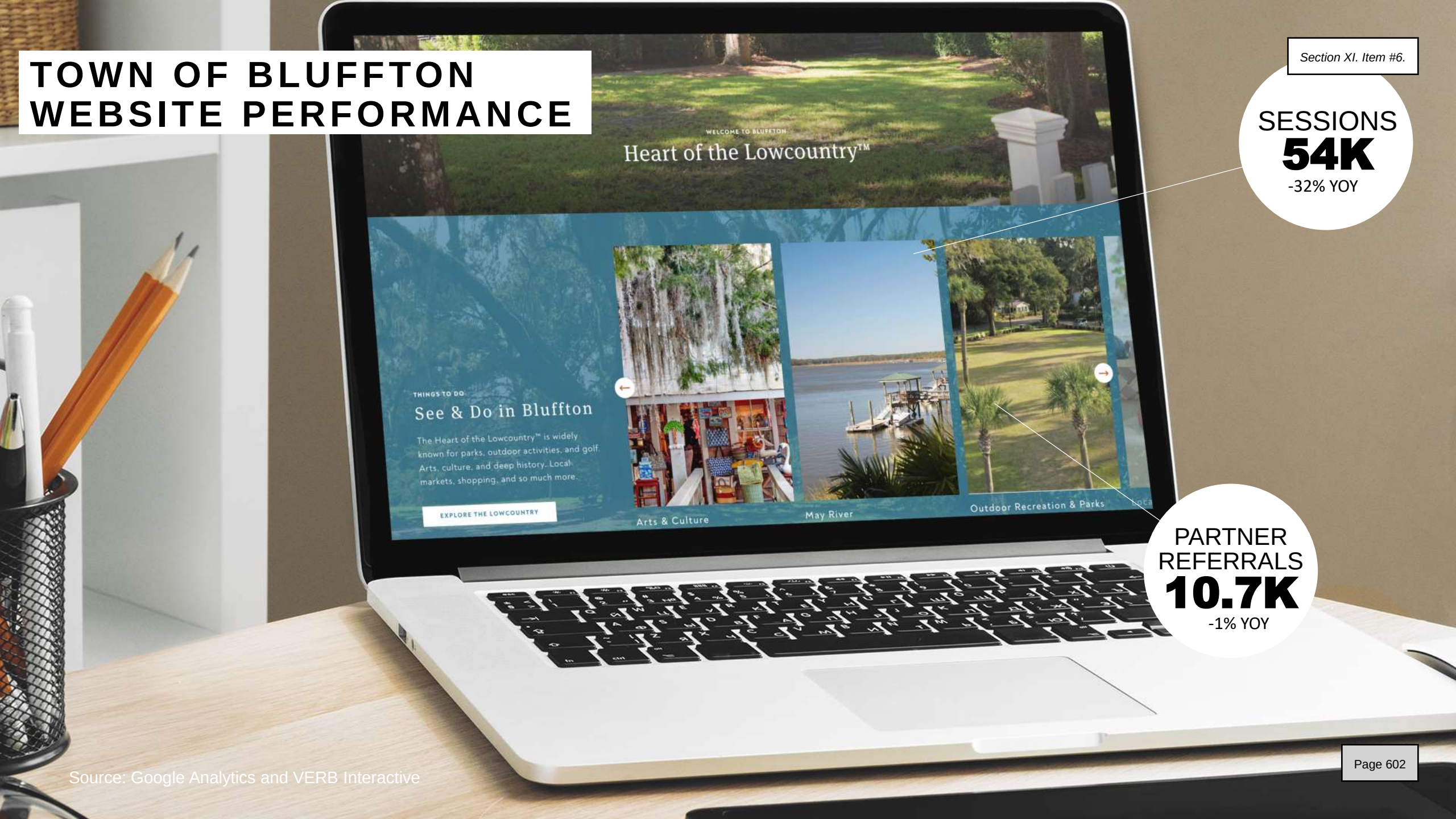
Gender Breakdown
- 80% Female
- 10% Male
- 10% Other

Top Demo Age Range
- 25-34

Top Three Cities
1. Atlanta
2. New York City
3. Charleston



TOWN OF BLUFFTON WEBSITE PERFORMANCE



SESSIONS
54K
-32% YOY

PARTNER REFERRALS
10.7K
-1% YOY

Source: Google Analytics and VERB Interactive

EVENTS & RIBBON CUTTINGS

APRIL 1 - JUNE 30, 2025

For FY25-Q4 time frame, our organization's events included:

- Hosted an AI seminar with the Don Ryan Center for Innovation at the Culinary Institute of the South as part of Small Business Week – May 6
- Hosted the Bluffton Block Party at Agave as part of Small Business Week – May 15
- Chamber Champion reception at Colleton River – June 24
- Conversation + Cocktails at Hampton Hall – June 25



Groundbreaking of the Novant Health Bluffton Emergency Department – April 2



Daniel Ravenel Sotheby's International Realty – April 23



Graduated the Leadership Class of 2025 on June 4



Beaufort Memorial's Bluffton Community Medical Campus on Buckwalter Parkway – June 7



Lotus Health – June 9



Juicebox Natural Wine & Craft Beer – June 18

PUBLIC RELATIONS

APRIL 1 – JUNE 30, 2025



41
STORIES/ MENTIONS

2,197,107,690
IMPRESSIONS

$585,029
AD VALUE

April

- **Country Living (UVPM: 1.3M)**
  - 5 Under-the-Radar Small Towns Worth Checking Out This Spring
- **Southern Living (UVPM: 2.6M)**
  - 10 Family-Friendly Resorts You'll Want to Visit Year After Year
- **Travel + Leisure (UVPM: 2.5M)**
  - South Carolina's Lowcountry Has Quiet Towns, Beautiful Coastal Waterways, and a Fascinatingly Complex History- Here's What It Was Like to Visit

May

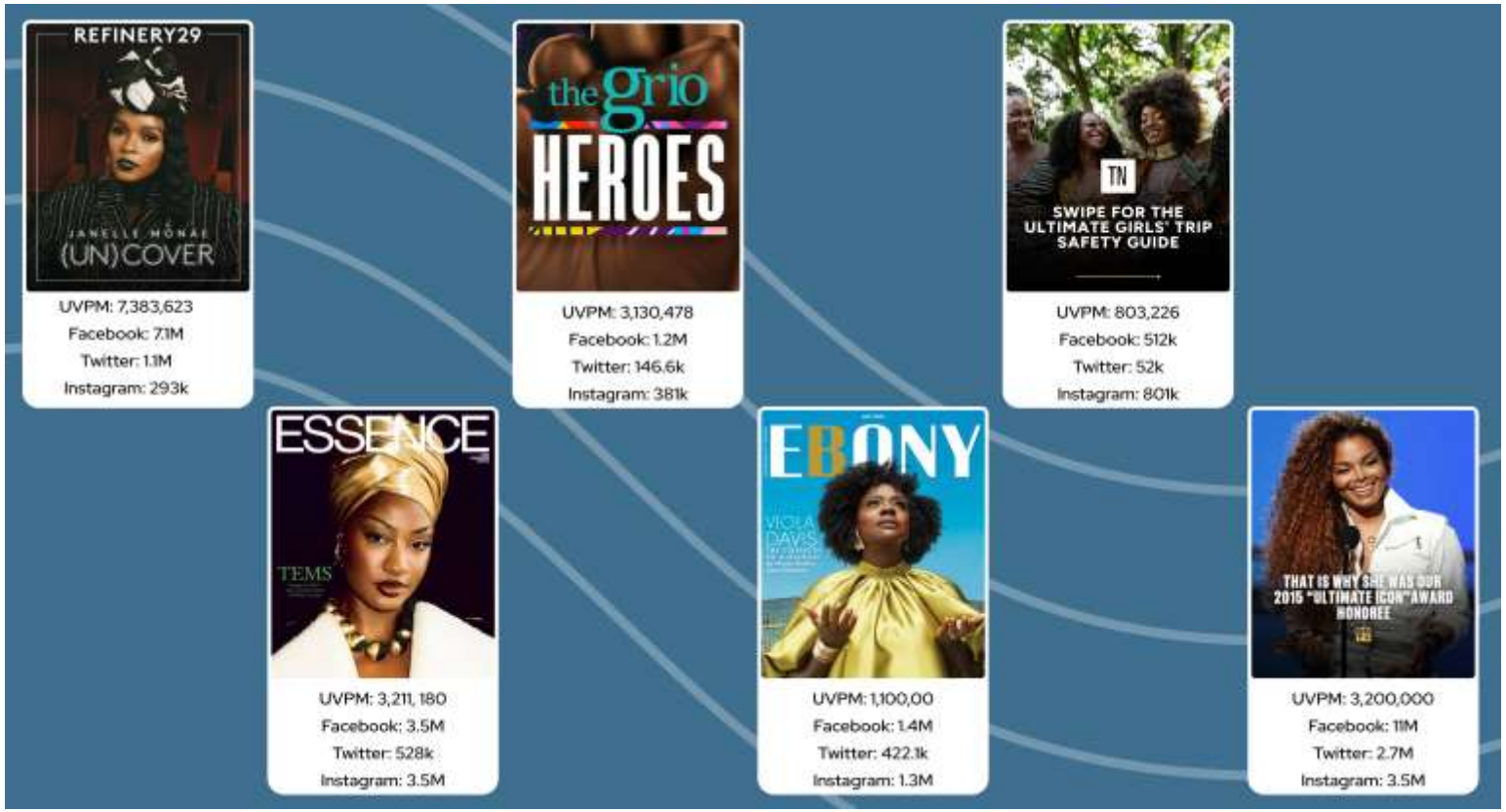
- **Southern Living (UVPM: 2.6M)**
  - 15 Small Towns in South Carolina We'd Move To in a Heartbeat
- **Country Living (UVPM: 1.3M)**
  - How to Spend a Perfect Lowcountry Weekend in Charleston
- **People Magazine (UVPM: 67.2M)**
  - New York Teacher Wipes Away Tears as She Wins HGTV Dream Home 2025 and Becomes First-Time Homeowner (Exclusive)

June

- **Southern Living (UVPM: 2.6M)**
  - 7 Waterfront Resorts That Prove Rivers, Lakes, and Bays Are Just as Good as the Beach
- **The Grio (UVPM: 3.1M)**
  - 'The culture still runs throug us': Ma Daisy's restaurant honors Gullah Geechee roots and Black pride
- **Travel Noire (UVPM: 903K)**
  - Inside Ma Daisy's: The Only Restaurant Preserving Gullah Culture in Bluffton, South Carolina

CELEBRATING BLUFFTON'S GULLAH HERITAGE

QUARTERLY HIGHLIGHT



Hosting writers from esteemed black publications to celebrate the opening of Ma Daisy's Porch reflects our ongoing commitment to honoring Bluffton's rich cultural heritage. This initiative showcases the vital role Gullah culture plays in shaping the Town's identity, inviting visitors to connect with an authentic and meaningful experience. By highlighting Ma Daisy's Porch as a destination for cultural preservation and celebration, we aim to deepen awareness and appreciation, supporting both the community and local businesses. This effort strengthens Bluffton's position as a destination that values its history while fostering inclusive tourism growth.

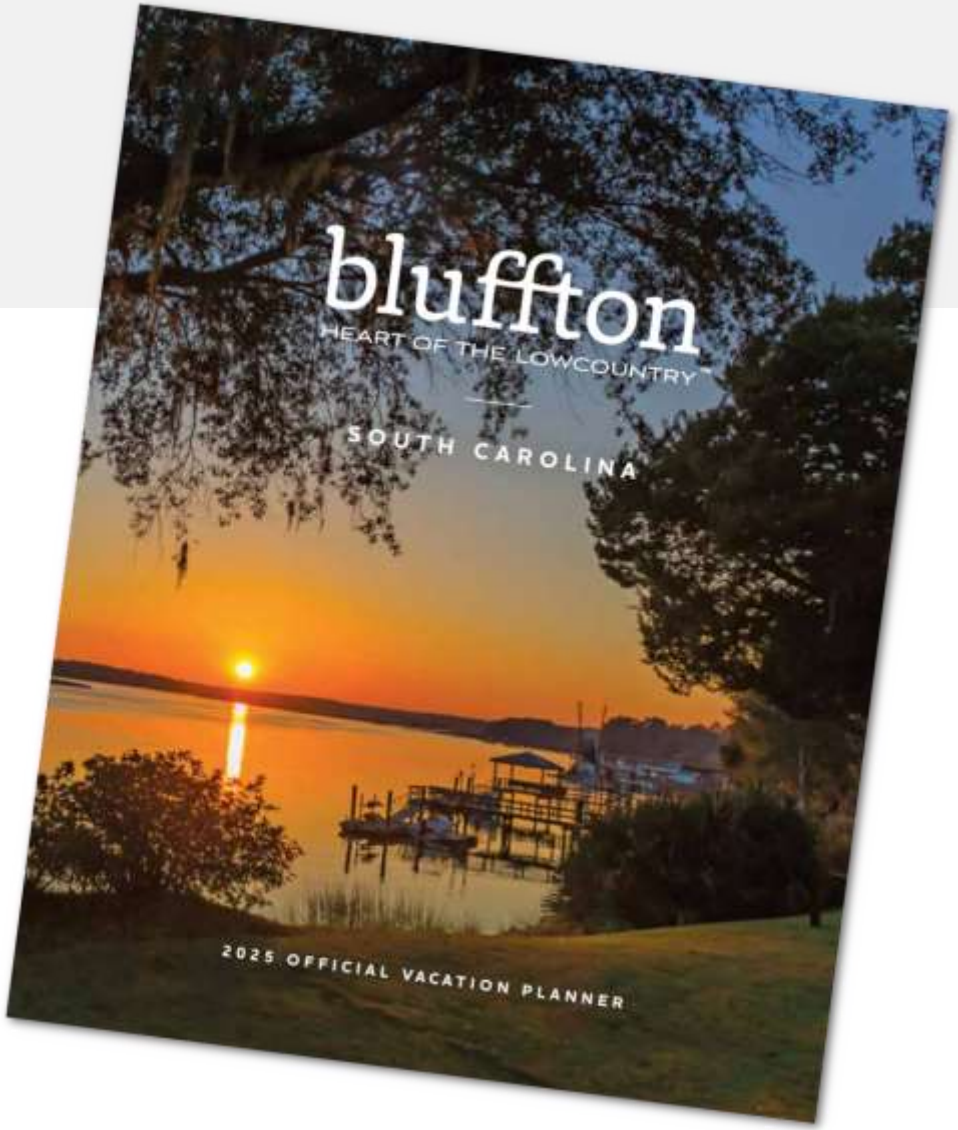
UVPM - Unique visitors per month

DESTINATION OFFICIAL VACATION PLANNER

APRIL 1 – JUNE 30, 2025

The official Vacation Planner is the first touchpoint visitors receive when planning their visit to the Heart of the Lowcountry™.

Official Bluffton Vacation Planner: **8,550**
Official Hilton Head Island, Bluffton, Daufuskie Island Vacation Planner: **12,114**



2025 VACATION PLANNER

THANK YOU


½ MILE TOWN HALL
TYB
MAY RIVER
SAVANNAH
16 MILES
DAUFUSKIE
6 Miles
PALMETTO BLUFF 1 MILE
BLUFFTON
OYSTER
COMPANY

TOWN COUNCIL

STAFF REPORT
Executive Department

MEETING DATE:	September 9, 2025
PROJECT:	Consideration to Approve a Contract Renewal for Tyler Technologies Software Applications
PROJECT MANAGER:	Felicia Roth, Director of Compliance and Contracts

REQUEST: Town Staff requests Town Council to authorize the Town Manager to renew the license agreements for the various Tyler Technologies software products for FY26.

BACKGROUND: For the last 17 years, Tyler Technologies has provided the software for the Town's Financial, Human Resources, Payroll and other systems. As various departments have added or amended their software needs, Tyler has invoiced various stakeholders across the departments. The Finance Department has worked hard to consolidate all of those various invoices and periods of performance into one billing that aligns with the fiscal year only to determine that such a consolidated renewal exceeds the threshold for signature without Town Council's prior approval. Tyler is preparing the final consolidated invoice which should be approximately $245,000.

NEXT STEPS: Town Council to approve to renew the software license agreement Tyler Technologies for next year.

SUMMARY: The various license agreements between Town of Bluffton and Tyler Technologies for Fiscal Year 26.

ATTACHMENTS:

1. Tyler Technologies contract amendment for consolidation
2. Resolution
3. Recommended Motion

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Bluffton, with offices at 20 Bridge St., Bluffton, SC 29910 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 20, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The removal date for the following Tyler Software as a Service (SaaS) modules removed from the Agreement pursuant to the amendment between the parties dated July 31, 2025, is hereby amended to July 15, 2025:
    a. ACFR Statement Builder
    b. Time and Attendance - Advanced Scheduling Mobile
    c. Time and Attendance - Advanced Scheduling – Up to 75 Employees
    d. Recruiting

2. The SaaS term and invoicing for the period commencing July 15, 2025, shall be prorated to end June 30, 2026. Thereafter, annual fees shall be invoiced for the period July 1 through June 30 each year.

3. Tyler will issue to Client a revised annual fee invoice reflecting the prorated current term, as well as the removal of the modules referenced in Section 1 of this Amendment.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[*Signatures On Next Page*]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Town of Bluffton
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-474756	07/15/2024	1 of 1

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: TOWN OF BLUFFTON
ATTN: FINANCE
PO BOX 386
BLUFFTON, SC 29910

Ship To: TOWN OF BLUFFTON
ATTN: FINANCE
PO BOX 386
BLUFFTON, SC 29910

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
2750	175056	20250243	USD	NET45	08/29/2024

Description	Extended Price
APPLICATION SERVICES 07/15/2024 - 07/14/2025	165,739.00

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
Accounting/GL/BG/AP - Subscription Fees	19,452.00	33 %	6,484.00
Capital Assets - Subscription Fees	7,122.00	33 %	2,374.00
Cash Management - Subscription Fees	4,452.00	33 %	1,484.00
Contract Management - Subscription Fees	2,913.00	33 %	971.00
Project & Grant Accounting - Subscription Fees	5,343.00	33 %	1,781.00
Purchase Orders - Subscription Fees	7,122.00	33 %	2,374.00
Requisitions - Subscription Fees	4,452.00	33 %	1,484.00
HR Management - Subscription Fees	16,479.00	33 %	5,493.00
Payroll - Subscription Fees	26,775.00	33 %	8,925.00
Recruiting - Subscription Fees	4,452.00	33 %	1,484.00
Tyler Content Manager Auto Indexing and Redaction (Enterprise Edition) - Subscription Fees	5,085.00	33 %	1,695.00
Tyler Content Manager Enterprise - Subscription Fees	23,340.00	33 %	7,780.00
Tyler Content Manager WorkFlow Enterprise Edition - Subscription Fees	2,541.00	33 %	847.00
Tyler Forms Processing - Subscription Fees	12,984.00	33 %	4,328.00
Munis Office - Subscription Fees	4,452.00	33 %	1,484.00
Role Tailored Dashboard - Subscription Fees	3,843.00	33 %	1,281.00
Business Objects Bundled - Subscription Fees	8,673.00	33 %	2,891.00
ACFR Statement Builder - Subscription Fees	11,496.00	33 %	3,832.00
Concurrent Users - Subscription Fees	45,000.00	33 %	15,000.00
EnerGov Business Management and Community Development Suites - Site License - Subscription Fees	202,515.00	33 %	67,505.00
EnerGov Citizen Self Service for Business Management and Community Development Suites - Subscription Fees	30,615.00	33 %	10,205.00
EnerGov iG Workforce Apps - Subscription Fees	1,608.00	33 %	536.00
Tyler GIS - Site License - Subscription Fees	46,503.00	33 %	15,501.00

ATTENTION
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	165,739.00
Sales Tax	11,601.7
Invoice Total	177,340.73

Attachment 2

A RESOLUTION

RELATING TO THE TOWN OF BLUFFTON, SOUTH CAROLINA, SUPPORT OF A SOFTWARE LICENSE RENEWALS WITH TYLER TECHNOLOGIES

NOW, THEREFORE, BE IT RESOLVED, by the Town Council (the "Council"), as the governing body of the Town of Bluffton, as follows:

1. The Council hereby declares that this Resolution shall constitute its consent to renew the license agreements with Tyler Technologies to support back office operations.

Approved this 9th day of September 2025.

_____

Larry Toomer, Mayor

Town of Bluffton, South Carolina

ATTEST:

_____

Marcia Hunter, Town Clerk

SEAL

Attachment 3

Recommended Motion

Consideration to approve a resolution to renew software licenses between the Town of Bluffton and Tyler Technologies – Felicia Roth, Director of Compliance and Contracts

"I make a motion to approve a resolution for renewal of software license agreements between the Town of Bluffton and Tyler Technologies."