TOWN OF BLUFFTON
BLUFFTON TOWN COUNCIL MEETING

ELECTRONIC MEETING

Tuesday, July 14, 2020 | 6 PM

AGENDA

This meeting can be viewed on the Town of Bluffton's Facebook page (https://www.facebook.com/TownBlufftonSC/)

NOTE: THERE ARE TWO COMMENT SESSIONS DURING THIS MEETING

PUBLIC HEARING - CONTACT THE TOWN CLERK AT 843.706.4505 OR VIA EMAIL AT KCHAPMAN@TOWNOFBLUFFTON.COM TO RECEIVE DIAL IN INSTRUCTIONS.

PUBLIC COMMENT – SUBMIT FORM ELECTRONICALLY AT https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60
PUBLIC COMMENTS WILL BE READ ALOUD BY THE CLERK FOR THE RECORD.

ALL REQUESTS FOR PUBLIC HEARING OR PUBLIC COMMENT WILL BE ACCEPTED UP TO TWO (2) HOURS PRIOR TO THE SCHEDULED MEETING START TIME.

I. Call to Order – Mayor Sulka

II. Pledge of Allegiance

III. Invocation

IV. Adoption of the Agenda

V. Adoption of the Minutes

1. Town Council Regular Meeting Minutes of June 9, 2020
2. Town Council Workshop Meeting Minutes of June 11,2020

VI. Communications from Mayor and Council

"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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*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. Public comment must not exceed three (3) minutes.

VII. Public Comment

VIII. Public Hearing and Final Reading:

1. Consideration of Approval of an Ordinance to the Town of Bluffton Code of Ordinances, Chapter 23 - Unified Development Ordinance, Article 4 Zoning Districts, Including Uses by District (Shopfront Manufacturing and Storefront Manufacturing), Conditional Use Standards (Junk and Salvage Yard Operations, Manufacturing Shopfront Manufacturing, Storefront Manufacturing, Solid Waste Transfer Facility/Recycling Center) and Article 9 Definitions and Interpretations (Shopfront Manufacturing and Storefront Manufacturing) – Second and Final Reading – Heather, Colin, Director of Growth Management

2. Consideration of Approval of an Ordinance to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 4 Zoning Districts, Planned Unit Development, Affordable/Workforce Housing, Article 6 – Sustainable Development Incentives, Workforce/Affordable Housing and Article 9 Definitions and Interpretations – Second and Final Reading – Heather Colin, Director of Growth Management

IX. Workshop Agenda Items:

1. Review of Proposed Text Amendments to the Town of Bluffton Code of Ordinances Relating to the Regulation and Certification of Short-Term Rental Units, Specifically Changes to Chapter 23 – Unified Development Ordinance, Article 4 – Zoning Districts and Article 9 – Definitions and Interpretations as well as an Addition to Chapter 6 of the Code of Ordinances – Businesses and Business Regulations - Article V. Short-Term Rental Units – Heather Colin, Director of Growth Management

2. Review of Proposed Text Amendments to the Town of Bluffton Code of Ordinances Relating to the Definition of Contributing Structures and the Incorporation of the Inventory of Contributing Structures, Specifically Changes to Chapter 23 – Unified Development Ordinance, Article 3 – Application Process, Article 4 – Zoning Districts, and Article 9 – Definitions and Interpretations – Heather Colin, Director of Growth Management

3. Review of Proposed Text Amendments to the Town of Bluffton Code of Ordinances Relating to Unsafe and Uninhabited Structures and Pro-Active Preservation of Contributing Structures, Specifically Changes to Chapter 23 – Unified Development Ordinance, Article 3 – Application Process and Article 9 Definitions and Interpretations - Heather Colin, Director of Growth Management

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X. Formal Agenda Items:

1. Consideration of Approval of an Ordinance to Amend the Town of Bluffton Code of Ordinances, Chapter 5 – Official Construction Code, Article 1. Administration, Division 18 (new) Construction Site Property Maintenance and Site Preparation for Severe Weather Events – First Reading – Heather Colin, Director of Growth Management

2. Consideration of Approval of an Ordinance to Amend the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 5 Design Standards, General Standards Related to Historic District Architectural Design and Lot Sizes – First Reading - Heather Colin, Director of Growth Management

3. Consideration of Approval of an Ordinance to Amend the Belfair Planned Unit Development Text to Amend Proposed Uses to add the Use "Animal Hospital or Clinic" to the List of Permitted Uses within the Neighborhood Commercial Portion of the Belfair Planned Unit Development Concept Plan, Article 4 Development Plan Section A – Land Use, Subsection 6 – Neighborhood Commercial – First Reading -Kevin Icard, Planning and Community Development Manager

4. Consideration of Approval of an Ordinance to Approve a 100% Annexation Petition for Certain Property Consisting of Approximately 1.076 Acres of Land Located at 464 Buckwalter Parkway and Identified as a Portion of Beaufort County Tax Map No. R600 029 000 0014 0000 into the Town of Bluffton Municipal Boundary as Part of the Buckwalter Planned Unit Development to Supplement the Development of the 9.18 Acre Robertson Site – First Reading – Kevin Icard, Planning and Community Development Manager

5. Consideration of Approval of an Amendment to the Initial Master Plan for Property Referred to as Cypress Ridge within the Jones Estate Planned Unit Development to Amend the Transportation Network by Adding Roads and Service Lanes to the Commercial Village Area Located at the Intersection of Highway 170 and Mill Creek Boulevard – Kevin Icard, Planning and Community Development Manager

6. Consideration of Approval of an Emergency Ordinance of the Town of Bluffton Extending the Temporary Suspension of the Normal Operating Procedures of the Town of Bluffton Town Council Meetings and Other Public Meetings and to Authorize the Town Manager to Develop and Enact Such Plans and Policies Needed to Ensure Continuity in the Delivery of Government Services in Light of the COVID-19 Outbreak– Scott Marshall, Deputy Town Manager

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7. Consideration of Approval of an Ordinance Authorizing a Parcel Exchange between the Town of Bluffton and MFH Land, LLC for Certain Real Property Owned by the Town of Bluffton within New Riverside Identified as R610 036 000 3214 0000; and, Authorizing the Execution and Recording of Certain Documents Therewith – First Reading – Heather Colin, Director of Growth Management

XI. Consent Agenda Items:

1. Monthly Department Reports: Police, Finance & Administration, Municipal Court, Engineering, Don Ryan Center for Innovation, and Growth Management

2. Town Manager's Monthly Report

3. Consideration of a Resolution Amending the Town of Bluffton Employee Handbook to add New Policies and Revisions in Response to COVID-19 and Other Potential Emergencies – Katherine Robinson, Director of Human Resources

XII. Executive Session

1. Contractual Matters Pertaining to the Town of Bluffton's Request for Proposal 2020-24 to Develop Affordable and Workforce Housing on Town-Owned Properties (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])

2. Contractual Matters Pertaining to Marshall L. Horton, Esq. for Services as a Town of Bluffton Municipal Judge (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])

XIII. Action from Executive Session

XIV. Adjournment

Public Comments may be submitted electronically via the Town's website at (https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60). Comments will be accepted up to 2 hours prior to the scheduled meeting start time. All comments will be read aloud for the record and will be provided to Town Council.

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BLUFFTON TOWN COUNCIL MEETING MINUTES

ELECTRONIC MEETING
June 9, 2020

Mayor Sulka called the meeting to order at 6:00 P.M. Council members present were Mayor Pro Tempore Fred Hamilton, Larry Toomer, Bridgette Frazier, and Dan Wood. Town Manager Marc Orlando, Deputy Town Manager Scott Marshall, Chief of Police Chris Chapmond, Director of Engineering Bryan McIlwee, Director of Finance and Administration Chris Forster Director of Growth Management Heather Colin, and Town Clerk Kimberly Chapman, and Town Attorney Terry Finger were also present.

Pledge of Allegiance and Invocation were given by Mayor Sulka.

Adoption of the Agenda:

Toomer made a motion to adopt the agenda as presented. Frazier seconded. Roll call was taken, and the motion was approved unanimously.

Adoption of Minutes:

Town Council Regular Meeting Minutes of May 12, 2020

Wood made a motion to approve the Town Council Regular Meeting Minutes of May 12, 2020. Frazier seconded. The motion carried unanimously.

Town Council Budget Workshop Minutes of May 21, 2020

Toomer made a motion to approve the Town Council Budget Workshop Meeting Minutes of May 21, 2020. Frazier seconded. The motion carried unanimously.

Town Council Budget Workshop Minutes of May 26, 2020

Toomer made a motion to approve the Town Council Budget Workshop Meeting Minutes of May 26, 2020. Wood seconded. The motion carried unanimously.

Communications from Mayor and Council:

Toomer asked that everyone look at the bright side of life and to treat others nicely and to be happy.

Wood agreed with what Toomer stated.

Frazier stated that the Bluffton MLK Committee will be hosting a free Juneteenth event on June 20th from 11 a.m. -5 p.m. at Eagles Field.

Sulka stated that both of the high schools had graduation events over the past few weeks. She

stated that citizens can find all of Council around Town and that everyone is accessible.

Public Comment:

Kelly Graham, Bluffton Resident – Mayor Sulka, Council Members, Manager Orlando and Bluffton residents, I want to take two minutes to acknowledge some of the front line people whom I have seen on the job through this COVID-19 crisis. These people deserve our admiration and respect not just for being visible and working hard through this time, but for their attitudes, their smiles and their friendly disposition to all who encounter them.

I am speaking, of course, about Derrick Coaxum and his town maintenance staff who take care of the landscaping, streets, signs and sidewalks in Bluffton. These "heroes in chartreuse", (referring to their bright yellow-green shirts and vests), are visible warriors who have been constantly present during the shutdown. Personal interaction with these tireless workers reveals their friendly attitudes and helpful demeanor.

They are out there every day, even during the weeks when Bluffton was like a ghost town; working like always, buzzing around town like worker bees that keep our hive thriving. So a list of their names is in order, as we salute and thank these folks who work to represent the spirit of our town on the dusty front lines, every day - with smiles on their faces.

Derrick Coaxum
Mark Amerson
Brian Williams
Brian Ranger
Richard Tynon
Thomas Grant
Melvin Hamilton
Andrew Wheeler
Mac Patterson
David Mack

To these workers, we say thanks. Not just for the jobs you do, but for your generous personalities - and for the warmth and the image that you help set for our town and our community!

Lynn Hummell - I reside on Hilton Head, work in Bluffton and I am Editor of the Bluffton Sun. I had the great opportunity to attend the Sunday, May 31, Peaceful Protest Parade, organized by the Bluffton MLK Observance Committee. I would like to applaud Councilwoman Bridgette Frazier and her team for stepping up and putting the event together. The turnout was great - with an estimated 250 to 300 cars in the parade, many carrying three or four riders. People came from the island and from Beaufort to be part of it.

Many thanks also to the outstanding Bluffton Police Department and Capt. Joe Babkiewicz, who was front and center. Officers assisted throughout the event, from directing the lineup to leading the parade, and blocking intersections to provide safe passage for participants.

As if that event wasn't amazing enough, during the following week, Bluffton's remarkable young people came together to produce not one, not two, but three other peaceful protest rallies and marches through Old Town. Organizers from the Class of 2018, notably Desiree Bailey and Walter Wheeler, brought together another 300 people on Saturday, June 6. Bravo to all of these young adults! I wish my classmates and I had been as active for social justice when we were their age. Maybe things would be on a better, different path by now. Again, Bluffton PD, this time with Chief Chris Chapmond speaking and then walking along with the marchers, showed by their actions how law enforcement can and should work within a community.

Mayor Lisa Sulka, well known to all as Bluffton's most ardent cheerleader, continues to show her leadership and support by participating in all of these events. She has a heart for young people especially and supports and encourages them with the same fervor that she has for the town as a whole.

Though they prefer the background, Bluffton residents Kathleen and Steve Mardell and Justin Jarrett also deserve kudos for organizing voter registration at many of these events. As I understand, at least 30 new voters have been registered.

As far as I could tell, all of these events proceeded very smoothly, without a cross word from anyone, without tension and anxiety, and without any hint of violence that we have seen in protests in other cities and towns across America. We expect this sort of camaraderie and community in Bluffton, even when most of us are masked and socially distant.

At these events, I saw folks of all ages and backgrounds, with so many beautiful skin colors, and heard impassioned pleas for an end to systemic racism (meaning rooted in the "system"). We need to listen; we need to understand what is being said at these rallies. And then we need to act. Let's work together to make Bluffton a community of change.

Public Hearing and Final Reading:

A detailed media release was distributed on June 3rd regarding instructions for comment at Public Hearing during an electronic meeting. No comments were received.

Public Hearing opened at 6:14 p.m.

Public Heating closed at 6:14 p.m.

Consideration of an Ordinance Approving the Town of Bluffton Fiscal Year 2021 Proposed Consolidated Budget – Second and Final Reading – Marc Orlando, Town Manager

Orlando stated that this proposed financial plan supports our Bluffton Town Vision that states, "Bluffton, the heart of the Lowcounty, a town that appreciates the past, focuses on today and is

planning together for a greater future." This financial plan provides the resources and staff for all our commitments to making Bluffton a better place.

The proposed consolidated budget concentrates on the Town of Bluffton Strategic Plan priority Focus Areas that include May River & Surrounding Rivers and Watersheds, Town Organization, Economic Growth, Fiscal Sustainability, Community Quality of Life, Affordable and/or Workforce Housing, and Infrastructure.

The proposed consolidated budget consists of four funds, the General Fund, the Stormwater Utility Fund, the Capital Improvements Program (CIP) Fund, and Debt Service Fund.

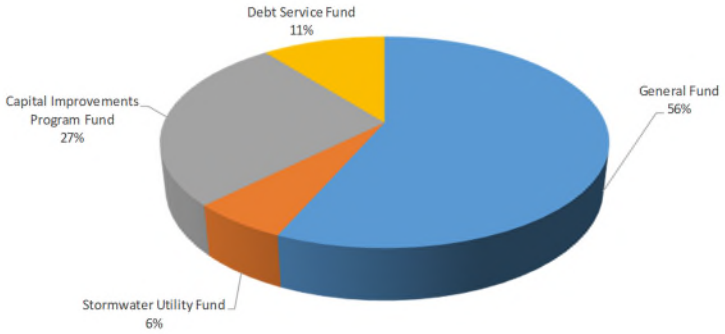
The proposed consolidated budget is a decrease of 8.3% from the FY20 budget which reflects the potential impact of the COVID-19 pandemic on FY21 revenues. The budget keeps the tax millage rate the same at 38.50, which reflects an increase in General Fund mills from 35.30 to 36.80 and a decrease in Debt Service Fund mills from 3.20 to 1.70 mills. In addition, it proposes a new vehicle tag fee to support public works and public safety, a proposed stormwater utility fee increase to complete unfunded stormwater projects that improve the May River and surrounding watershed stormwater quality improvements and a National Pollutant Discharge Elimination System (NPDES) plan review fee and inspection fee.

The General Fund accounts for and reports the financial resources for the Town's primary operating fund. Principal sources of revenue are property taxes and licenses and permit fees. The General Fund budget is 56.6% of the consolidated budget at $19,363,015. Budget details are available in the attached Executive Consolidated Budget Summary.

The Stormwater Fund accounts for and reports the financial resources of all stormwater-related expenditures including Watershed Management staffing and operations, routine watershed maintenance and capital projects. The primary source of revenue is stormwater utility fees. The Stormwater Fund budget is 6.0% of the consolidated budget at $2,043,817 and includes a transfer of funds to the Capital Improvement Program Fund for stormwater related projects. Budget details are available in the attached Executive Consolidated Budget Summary.

Capital Improvement Program (CIP) Fund accounts for and reports financial resources that are restricted, committed or assigned to expenditures for capital outlays including the land acquisition and/or construction of capital facilities and other capital assets. Capital projects are primarily non-recurring in nature. All capital categories require a unit cost threshold of greater than $5,000, except roads, buildings, and computer software (recorded in the general fund) whose threshold is $50,000. The CIP budget is 26.8% of the consolidated budget at $9,185,407 and supports diversified projects throughout our Bluffton neighborhoods. Budget details are available in the attached Executive Consolidated Budget Summary.

Debt Service Fund accounts for the accumulation of resources for the payment of interest and principal on general long-term debt obligations. The primary source of revenue is property tax and bond proceeds. The Debt Service Fund budget is $3,631,628 or 10.6% of the consolidated budget and supports the debt service for the 2014 Tax Increment Revenue Bond, 2020 General Obligation Bond for the Law Enforcement Center at Buckwalter Place, a transfer to the Capital Improvement Program Fund for allowable projects, and future debt payments and allowable expenditures. Budget details are available in the attached Executive Consolidated Budget Summary – attached to the minutes.



Expenditures	FY 2020 Original Budget	FY 2020 Revised Budget	FY 2020 Year-End Estimate	FY 2021 Proposed Budget	$ Change	$ Change
General Fund	$ 20,032,800	$ 20,189,114	$ 19,360,141	$ 19,363,015	$ (826,099)	-4.1%
Stormwater Utility Fund	2,051,695	2,022,752	1,410,444	2,043,817	21,065	1.0%
Capital Improvements Program Fund	9,661,470	11,895,271	7,455,021	9,185,407	(2,709,864)	-22.8%
Debt Service Fund	3,195,475	3,195,475	3,274,002	3,631,628	436,153	13.6%
Consolidated Budget	$ 34,941,440	$ 37,302,612	$ 31,499,608	$ 34,223,867	$ (3,078,745)	-8.3%

Orlando stated that there were two Budget Workshops held in May – one on May 21st which covered the General Fund, the Stormwater Fund and the Debt Service Fund, and a second on May 26th which gave an overview of the Capital Improvement Program Fund.

Frazier made a motion to approve the Final reading of an Ordinance Approving the Town of Bluffton Fiscal Year 2021 Proposed Consolidated Budget. Toomer seconded. The motion carried with a vote of four, with Wood opposed.

<u>Consideration of Approval of an Ordinance to the Town of Bluffton Code of Ordinances, Chapter 28 – Utilities, Article 4 – Small Cell Facilities- Second and Final Reading – Heather Colin, Director of Growth Management</u>

Colin gave an overview and stated that the ordinance is new in its entirety to establish regulations for wireless "small cell facilities" in public rights-of-way (i.e., covered areas). If adopted, the ordinance will be placed into the Utilities chapter of the Code of Ordinances for the Town of Bluffton.

Small cell facilities are intended to support the next generation of cellular service (5G), which provides greater bandwidth and faster download speeds for the increasing number of devices that require wireless service.

Unlike cell towers that cover a broad area, a small cell facility is an antenna (and its related equipment) that provides cellular coverage for a radius of approximately 1500 feet. Typically, the antenna is attached to a structure within a public right-of-way that is less than 50 feet in height. These types of facilities are mostly located in densely populated places but will expand with the growth of 5G technology.

To deploy these types of facilities quickly and less expensively, the telecommunications industry prefers to use structures within public rights-of-way, such as light poles and traffic light structures. To avoid delays and expenses that occurred when cell towers were first deployed, the telecommunications industry has, to some degree, attempted to pre-empt the degree to which local governments can regulate these facilities.

A Federal Order released by the Federal Communications Commission in September 2018 is intended to remove regulatory barriers that were commonplace with cell towers. This includes a "shot clock" to expedite plan review, capping application costs and limiting aesthetic review of the entire facility.

More than 25 states have adopted legislation, suggested by the telecommunications industry that is even more restrictive than the Federal Order with regards to local government control. The State of South Carolina is also considering similar legislation. House Bill 4262 was approved by the House in 2019; it is presently under review by a Senate sub-committee.

The proposed ordinance is based on a model ordinance provided by the Municipal Association of South Carolina (MASC), which it crafted with the telecommunications industry to streamline the review and permitting process. The ordinance is intended as a guide to prepare local governments to receive applications.

Colin stated that there have been no changes since First Reading in May.

Toomer made a motion to a pass on first reading, an Ordinance amending Chapter 28 of the Code of Ordinances for the Town of Bluffton, Utilities, Article 4- Small Wireless Facilities in Covered Areas. Wood seconded. Roll call was taken, and the motion passed unanimously.

Formal Agenda Items:

Consideration of an Ordinance to Amend the Town off Bluffton Code of Ordinances, Chapter 13, Public Property, Article II, Public Park, Dock and Boat Landing Rules, to Modify the Names and Rules Pertaining to the Use of Certain Town-Operated Properties – Second and Final Reading – Scott Marshall, Deputy Town Manager

Marshall stated that on August 13, 2019, Town Council approved amendments to the Town of Bluffton Code of Ordinances to consolidate and update rules for all existing Town-operated parks.

Since that time, the completion of several capital projects as well as several other pending capital projects necessitated the review of parks and facilities that the Town offers for rental. In a Workshop on March 17, 2020, Town Council conducted such a review.

The results of the March 17 Workshop included the following actionable direction to Staff:

1. Town Council Direction: Place the Martin Family Park on the Town of Bluffton Master Fee Schedule in Fiscal Year 21 and make it a rentable property.
    a. Staff Response: The Martin Family Park is included on the on the Master Fee Schedule in the Fiscal Year 2021 Consolidated Budget for consideration. The fees proposed by Staff in the Master Fee Schedule are identical to those of the Field of Dreams at Oscar Frazier Park.
2. Town Council Direction: Modify the existing strict prohibition of alcohol at Martin Family Park, to the allowance of alcohol in conjunction with the issuance of a special events permit.
    a. Staff Response: Amendments to the Town of Bluffton Code of Ordinances, which are presented for consideration in the Ordinance at Attachment 1, include striking paragraph 13.42(c), which reads "The possession of an open container and/or the consumption of alcohol is strictly prohibited." With the omission of this language in paragraph 13.42, the language in paragraph 13.37(c) prevails, which reads "The possession of an open container and/or the consumption of alcohol is prohibited except as permitted in Chapter 22, Article IV."
3. Town Council Direction: Place the Public Park at Buckwalter Place Multi-County Industrial Park (sans the Veterans Memorial) on the Town of Bluffton Master Fee Schedule in Fiscal Year 21 and make it a rentable property.
    a. Staff Response: The Public Park at Buckwalter Place Multi-County Industrial Park is included on the Master Fee Schedule in the Fiscal Year 2021 Consolidated Budget for consideration. The fees proposed by Staff in the Master Fee Schedule are identical to those of the Field of Dreams at Oscar Frazier Park.

Other housekeeping items included in the Ordinance presented for consideration include:

1. Amending paragraph 13.42 by striking "Park at 68 Boundary Street" and adding "Martin Family Park." This action is consistent with Town Council's previously adopted Resolution on August 13, 2019 memorializing this property in honor of the family of Jacob and Ida Martin.
2. Amending paragraph 13.48 by striking "Buckwalter Place Veterans Memorial Park," and adding "Public Park at Buckwalter Place Multi-County Industrial Park." The name of this park has not yet been formally designated. Leaving it labeled as the Veterans Memorial Park may create confusion to prospective renters of the property since the Veterans Memorial itself will not be available for rent.

Marshall stated that there have been no changes in First Reading in May.

Toomer moved to approve the Ordinance to Amend the Town of Bluffton Code of Ordinances, Chapter 13, Public Property, Article II, Public Park, Dock and Boat Landing Rules, to Modify the Names and Rules Pertaining to the use of Certain Town Operated Propertied, as presented for First Reading. Frazier seconded. Roll call was taken, and the vote carried unanimously.

<u>Consideration of Approval of an Ordinance to Amend the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 4 Zoning Districts, Including Uses by District for Shopfront Manufacturing and Storefront Manufacturing, Conditional Use Standards for Junk and Salvage Yard Operations, Manufacturing, Shopfront Manufacturing, Storefront Manufacturing, Solid Waste Transfer Facility/Recycling Center and Article 9 Definitions and Interpretations – First Reading – Heather Colin, Director of Growth Management</u>

Colin stated that On May 8, 2018, the Town of Bluffton Town Council approved a Resolution adopting the Strategic Plan for Fiscal Year 2019-20 ("Strategic Plan"). The Strategic Plan serves as a road map for activities and initiatives to implement the Town's Vision and Mission Statement to ensure that Bluffton is poised to capitalize on opportunities that advance key goals.

Strategic focus areas include Fiscal Sustainability, Economic Growth, Town Organization, Community Quality of Life, Infrastructure, Affordable and/or Workforce Housing, and the May River & Surrounding Rivers and Watersheds. To support Community Quality of Life, Town Council requested a review of the Unified Development Ordinance (UDO) to determine if amendments could be made to better support the Town's priorities and general welfare. This review resulted in a "calibration of land uses," which includes recommending the following:

1) The creation of two new land uses (Storefront Manufacturing and Storehouse Manufacturing), both with use conditions;

2) The elimination of Mini-warehouse or Self-service Storage Facilities as a conditional use in the General Mixed (GM) Use District; within the Light Industrial (LI) District, changing it from a permitted use to a conditional use; and,

3) Amendments to existing use conditions for the development of Junk and Salvage Yard operations; Manufacturing; Mini warehouses or Self-storage Facilities and, Solid Waste Transfer Facility / Recycling Centers to improve buffering and other good neighbor standards.

This calibration was assisted with feedback obtained from the Don Ryan Center for Innovation (Center) regarding amendments to the Unified Development Ordinance (UDO). The Center identified breweries and distilleries as desirable land uses that support Economic Development and Community Quality of Life. John O'Toole with Beaufort County Economic Development Corporation and Ashley Feaster with Palmetto Electric Cooperative also provided feedback as it relates to economic development strategies. To support a broader range of potential businesses with operational characteristics similar to breweries and distilleries (i.e., low intensity manufacturing), Storefront Manufacturing and Storehouse Manufacturing are proposed.

Proposed UDO amendments for consideration include:

1. **Amend Article 4 (Zoning Districts), Sec. 4.3 (Uses by District), Table 4.3 (Uses by District).** The following changes are proposed:
    a. Add Storefront Manufacturing and Storehouse Manufacturing as new conditional uses within specified zoning districts; and,
    b. Eliminate the Mini-warehouse or Self-service Storage Facilities as a conditional use in the General Mixed (GM) Use District and change from a permitted use to a conditional use in the Light Industrial (LI) District. Additional buffering and good neighbor standards are also proposed.

    In recent years, traditional retail shops have undergone transformation. While competition with Internet sales has diminished the construction of new brick and mortar stores to some degree, retailing with related light manufacturing and assembly is expected to continue to increase. Traditionally, zoning regulations have forced these uses to locate in industrial areas; however, they do not cause operational nuisances. By limiting these uses to industrial-zoned property, which is a very limited area of Bluffton, the Town may be losing potential businesses and employment opportunities.

    To address this, two new land uses are proposed, one that is primarily retail in nature ("Storefront Manufacturing") and the other that is primarily manufacturing ("Storehouse Manufacturing"). An example of a storefront manufacturing use is a coffee shop that

receives and stores beans to be roasted in mass. The roasted beans are then used to brew coffee for on-site consumption and may also be packaged for retail sale on-site and/or to be shipped to purchasers. An example of Storehouse Manufacturing is a brewery or distillery that is primarily engaged in the manufacturing and bottling of beverages for wholesale to be sold by other establishments, and that may provide limited on-site retail to the general public, tastings and tours. It has become common to see this use in conjunction with a restaurant or bar (which are separate principal uses).

Removing Mini-warehouses and Self-service Storage Facilities from the General Mixed (GM) Use District is intended to ensure that the GM District remains vibrant with businesses that provide goods and personal services, as well as employment opportunities. The nature of the storage use is more appropriate for the Light Industrial District with very specific conditions.

2. **Amend Article 4 (Zoning Districts), Sec. 4.4 (Conditional Use Standards**). As identified in UDO Table 4.3 (Uses by District), certain uses are "conditional uses" and are designated with the letter "C." The letter indicates that the particular use has conditions that are required for it to be developed. Typically, the conditions relate to minimizing impacts, such as requiring more screening or buffering beyond the minimum requirements of the UDO. The proposed amendment provides an explanation of the intent of the conditions and eliminates language that may be confusing.

3. **Amend Article 4 (Zoning Districts), Sec. 4.4.2 (Conditional Use Standards, Commercial Uses: Storefront Manufacturing, Storehouse Manufacturing).** Storefront Manufacturing and Storehouse Manufacturing are proposed to include conditions to ensure that manufacturing activities do not cause potential nuisances for neighboring properties, including noise, odor, vibration and glare. Additional conditions relate to screening and design. If screening is provided, limited outdoor activities may be possible for the Storehouse Manufacturing use. Also, a traditional shopfront appearance is recommended to be incorporated into the design of a Storefront Manufacturing structure as retail is the main component of this use.

4. **Amend Article 4 (Zoning Districts), Sec. 4.4 (Conditional Use Standards, Industrial Uses: Junk and Salvage Operations, Solid Waste Transfer Facility/Recycling Center, Manufacturing).** Three uses—Junk and Salvage Operations, Manufacturing and Solid Waste Transfer Facility/Recycling Facility—are presently permitted in the Light Industrial district as conditional uses (i.e., if the specified UDO conditions are met, the use is permitted). The use conditions are designed to prevent or reduce potential nuisance impacts beyond the property lines, such as noise and glare. Amendments are proposed to require improved buffering, including landscaping and screening to ensure greater compatibility with neighboring properties.

5. **Amend Article 9 (Definitions and Interpretation), Sec. 9.4.3 (Description of Uses of Land and Buildings; Commercial Services-Storefront Manufacturing and Storehouse Manufacturing).** With the addition of Storefront Manufacturing and Storehouse Manufacturing as new uses (see #1 above), definitions for each are proposed. Storefront Manufacturing is primarily engaged in retail sales but also includes limited manufacturing activities (e.g., a coffee shop that roasts beans and packages them for sale on-site or via the Internet). Storehouse Manufacturing is primarily engaged in low intensity manufacturing that could include assembly and packaging for limited on-site sales but may include retail sales via the Internet and wholesale for larger quantities. An example, small-scale craft breweries and distilleries, are increasingly popular in mixed use areas and may be in combination with a restaurant and/or bar, separate principal uses.

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

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

Finding. The proposed amendments are consistent with the needs, goals and implementation strategies of the Comprehensive Plan. The Comprehensive Plan, as adopted on September 4, 2007, balances "long-term visioning and goals" with "short-term actions." Adding to Storefront Manufacturing and Shopfront Manufacturing supports diversification of the local economy, as called for the Comprehensive Plan. Likewise, the Comprehensive Plan encourages the protection of the health, safety and welfare of residents and visitors; improved use conditions support this.

2. **Section 3.5.3.B.** Consistency with demographic changes, prevailing economic trends, and/or newly recognized best planning practices.
   Finding. The proposed amendments are consistent with best planning practices in response to the Town's economic trends and further the public welfare.

3. **Section 3.5.3.C.** Enhancement of the health, safety, and welfare of the Town of Bluffton.
   Finding. The proposed amendments will help to promote the Town's general welfare by encouraging new types of businesses and improving buffering for the Town's most intensive uses.

4. **Section 3.5.3.D.** Impact of the proposed amendment on the provision of public services.
   Finding. The amendments will have no impact on providing public services.

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

Colin stated that the Planning Commission made a recommendation at their May 27, 2020 meeting to unanimously approve the proposed amendments to the Unified Development Ordinance.

Wood made a motion to approve on First Reading, an Ordinance to Amend the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 4 Zoning Districts, Including Uses by Shopfront Manufacturing and Storefront Manufacturing, Conditional Use Standards for Junk and Salvage Yard Operations, Manufacturing, shopfront Manufacturing, Storefront Manufacturing, Solid Waste Transfer Facility/Recycling Center and Article 9 Definitions and Interpretations. Toomer seconded. Roll call was taken, and the motion carried unanimously.

Consideration of Approval of an Ordinance to the Town of Bluffton Code of Ordinances, chapter 23 – Unified Development Ordinance, Article 4 Zoning Districts, Planned Unit Development, Affordable/Workforce Housing, Article 6 – Sustainable Development Incentives, Workforce/Affordable Housing – First Reading – Heather Colin, Director of Growth Management

Colin stated that on May 8, 2018, the Town of Bluffton Town Council approved a Resolution adopting the Strategic Plan for Fiscal Year 2019-20 ("Strategic Plan"). The Strategic Plan serves as a road map for activities and initiatives to implement the Town's Vision and Mission Statement to ensure that Bluffton is poised to capitalize on opportunities that advance key goals.

During the FY2019-20 Strategic Action Plan process, Town Council included a new Strategic Focus Area to address Affordable and/or Workforce Housing. Other strategic focus areas include Fiscal Sustainability, Economic Growth, Town Organization, Community Quality of Life, Infrastructure, and the May River & Surrounding Rivers and Watersheds.

The Town of Bluffton is committed to improving the quality of families and communities, by helping to develop, produce and/or assist with low-cost affordable and/or workforce housing in safe neighborhoods including rental units and home ownership programs. To help guide efforts, Town Council created the Affordable Housing Committee (AHC) by a majority vote on January 12, 2010 and Town Council Resolution adopted on August 11, 2015 establishing its Charter. The AHC is tasked with assisting and advising Town Council on the establishment of affordable housing criteria for Town-sponsored affordable housing development projects and initiatives as well as defining the Town's affordable housing goals, guidelines and policies, and funding mechanisms per the Committee.

On August 7, 2018, the AHC discussed the Town of Bluffton's Unified Development Ordinance's (UDO) requirements and incentives for Affordable/Workforce Housing and voted to forward the following recommendations for revisions to the UDO to Town Council:

1. Amend Section 4.2.13.F. Planned Unit Development (PUD) – Affordable/Workforce Housing. Currently, the UDO requires all new PUDs include a minimum of 10% affordable/workforce housing. The AHC recommends increasing the minimum amount of affordable/workforce housing required for new and amended PUDs from 10% to 20%.

2. Amend Section 6.5.3.B.4.a. Owner-Occupied Eligibility - Currently, the UDO requires that the sale of owner-occupied workforce/affordable housing units is limited to individuals and families earning no more than 120% of the current gross Area Median Income (AMI) for Beaufort County. The AHC recommends lowering the qualifying percentage to no more than 100% of the current gross (AMI) for Beaufort County. By lowering the percentage, it will allow more units to be available to lower-earning households.

Based on additional discussion in 2019, the AHC further recommended that the payment in lieu of providing affordable/workforce housing be eliminated.

Text amendments were prepared as directed by the AHC and shared with Town Council at a workshop on March 17, 2020. Town Council supported the text amendments as presented and advised that the definition for workforce housing also be amended to lower the qualifying percentage from 120% of the gross AMI for the County to 100%

Proposed Amendments:

1. **Article 4 (Zoning Districts); Sec. 4.2.13.F (Affordable/Workforce Housing)**
   As of [date of the adopted amendment], a new or amended PUD with a residential component shall include a minimum of 10% 20% affordable/workforce housing. For amended PUDs, this requirement applies only to the portion of the PUD subject to the amendment. PUD's that include more than 10% 20% affordable/workforce housing, a density bonus of two additional market price units shall be allowed for each additional affordable/workforce housing unit. This may be utilized for a density increase of up to 20%. The Town of Bluffton may accept a fee in lieu of including affordable/workforce housing.

2. **Article 6 (Sustainable Development Incentives); Sec. 6.5.3.B.4.a (Workforce/Affordable Housing, Specific Standards)**

   4. Owner-occupied workforce/affordable housing shall meet the following criteria:

      a. **Eligibility.** Sale of owner-occupied workforce/affordable housing units is limited to individuals and families earning no more than 120% 100% of the

gross Area Median Income (AMI) for Beaufort County, as published annually by the U.S. Department of Housing and Urban Development and adjusted for household size. The workforce/affordable housing unit shall serve as the owner's primary residence for the duration of ownership or until the deed restrictions required by this Section have expired."

3. **Article 9 (Definitions and Interpretation); Sec. 9.2 (Defined Terms – Workforce Housing)**

   Workforce Housing: Housing affordable to low and moderate-income families (those earning up to 120%100% of the Beaufort County Area Median Income (AMI), as defined in the schedule published annually by the U.S. Department of Housing and Urban Development).

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

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

   Finding. The proposed amendments are consistent with the needs, goals and implementation strategies of the Comprehensive Plan. The Comprehensive Plan, as adopted on September 4, 2007, balances "long-term visioning and goals" with "short-term actions." The Action Agenda Initiatives found in the 2019-20 Strategic Plan capture non-capital improvement projects of significance, many of which emanate from the Comprehensive Plan. The proposed Text Amendments are a direct result of these Initiatives.

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

   Finding. The proposed amendments are consistent with best planning practices in response to the Town's economic trends and demographics. As stated in the 20192020 Strategic Plan, "the Town of Bluffton is committed to improving the quality of families and communities, by helping to develop, produce and/or assist with low-cost affordable and/or workforce (affordable) housing in safe neighborhoods including rental units and home ownership programs." This includes "enhancement" of ordinances to meet the future housing needs of the Town.

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

   Finding. The proposed amendments will help to promote the Town's general welfare by requiring more housing opportunities for income-qualifying households.

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

   Finding. The amendments will have no impact on providing public services.

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

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

Colin stated that the Planning Commission made a recommendation at their May 27, 2020 meeting to unanimously approve the proposed amendments to the Unified Development Ordinance.

Wood made a motion to approve on First Reading, an Ordinance to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 4 Zoning Districts, Planned Unit Development, Affordable/Workforce Housing, Article 6 – Sustainable Development Incentives, Workforce/Affordable Housing. Hamilton seconded. Roll call was taken, and the motion passed unanimously.

Consent Agenda:

1. Monthly Department Reports: Police, Finance & Administration, Municipal Court, Engineering, Don Ryan Center for Innovation, and Growth Management

2. Town Manager's Monthly Report

3. Consideration of a Proposed Construction Contractual Agreement Related to the Phase 1 Historic District Sewer (Pritchard Street) – Bryan McIlwee, Director of Engineering

4. Consideration of a Resolution Amending Memorandum of Agreement 2019-04 between Beaufort County and the Town of Bluffton Regarding Financing and Analysis of Water Quality and Natural Resources in the May River – Bryan McIlwee, Director of Engineering

5. Consideration of a Resolution to Authorize the Request to South Carolina Department of Transportation for Removal of a Portion of Bridge Street (S-31) from the State Highway System and the Town of Bluffton's Acceptance of Ownership and Maintenance Responsibility – Bryan McIlwee, Director of Engineering

Toomer made a motion to approve the consent agenda as presented. Frazier seconded. The motion carried unanimously.

Executive Session Agenda:

1. Personnel Matters Regarding Town Council Appointments to Boards, Committees, and Commissions (Pursuant to Freedom of Information Act 30-4-70[a][1])
2. Consideration of a Resolution Authorizing Just Compensation to Property Owners for Easements Necessary to Complete the Approved Goethe Shults, Phase 2 Sidewalk (Pursuant to Freedom of Information Act 30-4-70[a][2])

Toomer made a motion to move into Executive Session at 7:05 PM to discuss the aforementioned items. Frazier seconded. The motion was unanimous.

Town Council exited Executive Session at 7:47 PM. No motions were made, and no votes were taken during Executive Session.

Frazier made a motion to reappoint Michael Tripka, Nate Pringle, and Christy Parker to the Accommodations Tax Advisory Committee, each with a term expiration of 6/30/2023. Toomer seconded. The motion was unanimous.

Frazier made a motion to reappoint Meg James, Denolis Polite and John Nickel to the Affordable Housing Committee, each with a term expiration of 6/30/2023; reappoint Lawrence Garrison and Stephan Halpern to the Board of Zoning Appeals, each with term expirations of 6/30/2023; reappoint Joseph Nix and Robert Marino to the Construction Board of Adjustments and Appeals, each with a term expiration of 6/30/2023; to reappoint Edward Taylor, Kevin Ryan and Walter Nester to the Don Ryan Center for Innovation Board of Directors as recommended by the Don Ryan Center Board of Directors, each with an term expiration of 6/30/2023; reappoint Michael Lovecchio and Bruce Trimbur to the Historic Preservation Commission, each with term expiration of 6/30/2023; reappoint Babbie Guscio and Laura Bush to the Wall of Honor Committee, each with a term expiration of 6/30/2023; and to appoint Amber Kuehn to the May river Watershed Action Plan Advisory Committee with no term expiration. Wood seconded. Roll call was taken, and the motion was unanimous.

Wood made a Resolution Authorizing Just Compensation to Property Owners for Easements Necessary to Complete the Approved Goethe- Shults, Phase 2, Sidewalk Projects. The Amount of the Easements is $9,044 with a 50% Contingency Reserved for Negotiation. Toomer seconded. Roll call was taken, and the motion was unanimous.

Hamilton made a motion to adjourn at 7:49 p.m. Toomer seconded. The motion carried unanimously.

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Lisa Sulka, Mayor Kimberly Chapman, Town Clerk

BLUFFTON TOWN COUNCIL WORKSHOP MEETING MINUTES

ELECTRONIC MEETING
June 11, 2020

Mayor Sulka called the meeting to order at 6 P.M. Council members present were Mayor Pro Tempore Fred Hamilton, Larry Toomer, Bridgette Frazier, and Dan Wood. Town Manager Marc Orlando, Deputy Town Manager Scott Marshall, Director of Growth Management Heather Colin, Director of Engineering Bryan McIlwee and Town Clerk Kimberly Chapman, and Town Attorney Terry Finger were also present.

Adoption of the Agenda:

Wood made a motion to adopt the agenda as presented. Toomer seconded. Roll call was taken, and the motion was approved unanimously.

Public Comment:

Public comment was open to be received until two hours before the meeting start time through the website and via email to the Town Clerk to be read aloud for the record. There were no public comments received.

Workshop Items:

Discussion and Direction on Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 5 – Design Standards: Section 5.3 Natural Resources: Tree Conservation, Planting and Landscaping Related to Tree Conservation, Landscaping Standards and Fee in Lieu of Tree Replacement – Heather Colin, Director of Growth Management

Colin stated that staff's request is that Council provide direction on proposed amendments to Chapter 23 – Unified Development Ordinance, Article 3 – Applications Process, Article 5 – Design Standards, and Article 9 – Definitions and Interpretation Related to Tree Conservation. The development of large tracts of land often requires the removal of numerous trees for roadways, infrastructure and buildings. While the current Tree Conservation ordinance ensures that replacement trees will be provided, there has been increasing sentiment that too much tree canopy is still being lost. Therefore, Town Council directed staff re-evaluate the existing tree requirements located in UDO Section 5.3, Natural Resources: Tree Conservation, Planting and Landscaping.

A local landscape architecture firm was engaged to evaluate the ordinance and prepare amendments with assistance from Town staff. Several regional tree ordinances were reviewed to determine if there might be elements of those ordinances that could be incorporated or refined for incorporation in the Tree Conservation ordinance (UDO Sec. 5.3.3). Amendments

were then prepared to provide improved standards for the saving and replacement of trees.

Amendments that support the objective include:

- For trees to be replaced, a minimum size tree (provided in caliper-inches) is specified for both protected and specimen trees that are proposed to be removed. This could result in larger and/or more trees being planted and encourage preservation of smaller trees for mitigation;

- Trees that are not classified as protected or specimen may be used towards mitigation if they are a minimum of 8-inches in diameter at breast height (DBH).
  Saving such trees would limit the number of trees to be removed, reduce earthwork, and provide a cost savings for the developer;

- A minimum requirement of 15 trees per acre would be required. There is presently no minimum number of trees, but a minimum of 75% tree canopy, not including rooftops that must be provided on site. This 75% minimum coverage would remain which can include a combination of existing trees and trees to be planted;

- For replacement trees that are not mitigated on-site, a fee is proposed to allow payment into the Town's Tree Fund. The proposed fee is $70 per tree caliper-inch. Caliper identifies the size of tree as measured 6-inches above the ground or root ball. A definition of caliper is proposed to be added to UDO Sec. 9.2, Defined Terms; and

- Identification of 12 native and naturalized tree species to be used for replacement trees.

Additional amendments proposed include:

- Refinements to existing protected and significant tree definitions and changing the "significant" tree designation to "specimen" tree. Protected trees would include palms, live oaks, and magnolias at least 12 inches DBH; all other hardwoods at least 18-inches DBH, and pines at least 24-inches DBH. Presently, a protected tree is any tree that is at least 8-inches DBH and certain trees, including dogwoods, redbuds, and southern magnolias at least 4-inches DBH. A specimen tree would be any hardwood, palm, or cedar at least 24-inches DBH, pines at least 36-inches DBH, and tree listed on *America's Historic Tree Register*, all trees—no matter the size— located within regulated wetland buffers;

- Replacing the Development Review Committee with the UDO Administrator with regards to authority to remove a specimen tree;

- Not requiring tree replacement for trees that are dead, diseased, hollow or have another condition that constitutes an eminent danger;

- Providing more flexibility with regards to excessive tree caliper inches not planted on-site. Presently, only payment into the Town's Tree Fund is permitted. It is proposed that the UDO Administrator be allowed to consider other options, such as planting elsewhere in Town or donation; and

- Revising Sec. 3.22, Tree Removal Permit to change the name of "significant" tree to specimen tree and updating the Master Fee Schedule to include the caliper-inch fee for replacement trees that are not planted on-site.

Frazier and Sulka inquired on surveys from outside arborists. Sulka stated that she would like to see that at certain times (size, location, etc.), an arborist could be brought in at the Town's request.

Colin stated that once the amendments to the provisions have been made, the application manual can be reviewed to ensure that all requirements and the process has been captured in the UDO and application check list (such as arborists reports).
Sulka stated that the buffer cannot be used for the tree count and asked how that rule is enforced. Colin stated that she would check the section that addresses buffers and make sure that it is applied Town wide.

Sulka asked about tree mitigation and violations. Colin stated that violations were not changed in the proposed amendment, but that staff would look at amending.

<u>Discussion and Direction on Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 5 – Design Standards, Sec. 5.10 Stormwater Management, Master Grading and Drainage – Heather Colin, Director of Growth Management</u>

Colin stated that staff's request is that Council provide direction on proposed amendments to Chapter 23 – Unified Development Ordinance, Article 5 – Design Standards, and Article 9 – Definitions and Interpretation related to lot grading.

It is recognized that lot grading for small infill lots, not just large development tracts, should have minimum regulations in order to minimize groundwater runoff and maximize groundwater recharge. Therefore, the UDO and related stormwater regulations is proposed to be amended to require a Lot Grading Permit for development activities.

This ordinance would support the Community Quality of Life focus area of the 2019-2020 Strategic Plan, specifically Guiding Principal 5, which states: "Foster place-based initiatives and Town codes that support a clean, well-maintained, sustainable community while protecting our natural resources including the May River".

The initial recommendation from Town Staff is that when land disturbance or lot grading is proposed for a lot at least 2,500 square feet in size or an impervious area of a 1,000 or more square feet, a Lot Grading Plan would be required to be submitted by a licensed professional

engineer. For Planned Unit Developments, the Lot Grading Plan would be required as part of the Development Plan submission. For a Subdivision Plan with five or more lots, a Lot Grading Plan would be submitted to the Development Review Committee. All other developments would submit the Lot Grading Plan at the time of application for a Building Permit.

The Lot Grading Plan must ensure compliance with the following sections of the UDO: Section 5.3, Natural Resources: Tree Conservation, Planting and Landscaping and Article 5.6, Open Space. Mass Grading, the various land disturbance activities undertaken to prepare a large tract of land for development, would no longer be permitted. The Plan would also require compliance with the Town's Stormwater Design Manual, which is anticipated to be updated in late summer or early fall of 2020 after the Lowcountry Regional Stormwater Manual updates have been approved. Potentially, changes to those manuals could affect the proposed Lot Grading Ordinance.

Sulka asked that the changes be captured in how the amendment has evolved.
Hamilton stated that we need to ensure that neighboring homes are not flooded due to grading on single family lots.

<u>Discussion and Direction on Amendments to the Town of Bluffton Code of Ordinances, Chapter 5 – Official Construction Code, Development and Construction Site Standards – Heather Colin, Director of Growth Management</u>

Colin stated that staff requests Council direction on proposed amendments to Chapter 5 – Official Construction Code, Article 1 – Administration to create Division 18, Construction Site Property Maintenance and Site Preparation for Severe Weather Events.
An amendment to the municipal code of ordinances is proposed to address construction site property maintenance during non-emergency events, as well as preparation of construction and developed sites for severe weather events. Several hurricanes in recent years and an increase in development throughout the Town have demonstrated the need for this ordinance.

In the interest of public safety, the ordinance is proposed to prepare construction and developed sites for severe weather events to prevent loose items from becoming airborne. Such items would be required to be secured, stored or removed, and containers and portable toilets would be required to be tied to the ground. Public notice of an impending severe weather event would come when the National Weather Service or National Hurricane Center issues a hurricane or tropical storm warning for Beaufort County, or when a severe weather directive has been issued by the Town Manager, whichever may be first. Once these agencies remove Beaufort County from further weather threat, or the Town Manager ends the severe weather directive, materials and furnishings could be returned to their locations. For construction sites, if the Town deems the site the be an endangerment to public safety; a possibly liability to the Town; or an endangerment to public property, streets or utilities, the Town would be able to enter the site to secure, store or remove items if the property owner or contractor has not done so. The property owner would be required to reimburse the Town for

related expenses.

Similarly, it is in the interest of the public welfare to require that construction sites during non-emergency events be maintained in good, clean and safe condition. Minimal standards are proposed to help ensure this, including but not limited to a requirement for debris to be removed at least once a week, or when a dumpster is full; removing any dirt, mud or other debris from rights-of-way and public property on a daily basis; placing portable toilets away from adjacent properties; tree protection measures; and, approving access for construction vehicles. Any violation would require correction within 24 hours, otherwise a stop-work order may be issued, and the Town may correct the violation, charging the property owner for related expenses. The requirements will be included during the development plan review process, issuance of any and all planning and building permits and during the pre-construction meeting.

Toomer suggested that when there is a warning due to severe weather events, that construction sites be closed automatically.

Colin stated that if Council was in consensus with the amendments, that Staff would bring it forward for First Reading at the August 11th Town Council Meeting and then for Second and Final Reading at the September 8th Town Council Meeting.

Executive Session:

1. Contractual Matters Pertaining to the Acquisition of Real Property within the Buck Island Simmonsville Area and May River Road (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])

2. Receipt of Legal Advice Relating to the Town of Bluffton Development Agreements (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])

Wood made a motion to move into Executive Session at 6:32 p.m. to discuss the aforementioned items. Toomer seconded. The motion was unanimous.
Town Council exited Executive Session and resumed their regular public meeting at approximately 7:38 p.m. No motions were made, and no votes were taken during Executive Session.

Frazier made a motion to adjourn at 7:40 p.m. Wood seconded. The motion carried unanimously.

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Lisa Sulka, Mayor Kimberly Chapman, Town Clerk

TOWN COUNCIL

STAFF REPORT
Department of Growth Management

MEETING DATE:	July 14, 2020
PROJECT:	Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 4 – Zoning Districts and Article 9 – Definitions and Interpretation – Second and Final Reading
PROJECT MANAGER:	Heather Colin, AICP Director of Growth Management

REQUEST: The Unified Development Ordinance (UDO) Administrator requests that Town Council approve Second and Final Reading of the following Ordinance:

> Amendments to Chapter 23 (Unified Development Ordinance), Article 4 – Zoning Districts and Article 9 – Definitions and Interpretation.

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

On May 8, 2018, the Town of Bluffton Town Council approved a Resolution adopting the Strategic Plan for Fiscal Year 2019-20 ("Strategic Plan"). The Strategic Plan serves as a road map for activities and initiatives to implement the Town's Vision and Mission Statement to ensure that Bluffton is poised to capitalize on opportunities that advance key goals.

Strategic focus areas include Fiscal Sustainability, Economic Growth, Town Organization, Community Quality of Life, Infrastructure, Affordable and/or Workforce Housing, and the May River & Surrounding Rivers and Watersheds. To support Community Quality of Life, Town Council requested a review of the Unified Development Ordinance (UDO) to determine if amendments could be made to better support the Town's priorities and general welfare. This review resulted in a "calibration of land uses," which includes recommending the following:

1) The creation of two new land uses (Storefront Manufacturing and Storehouse Manufacturing), both with use conditions;

2) The elimination of Mini-warehouse or Self-service Storage Facilities as a conditional use in the General Mixed (GM) Use District and Light Industrial (LI) District; and,

3) Amendments to existing use conditions for the development of Junk and Salvage Yard operations; Manufacturing, Solid Waste Transfer Facility / Recycling Centers to improve buffering and other good neighbor standards and removing Mini warehouses or Self-storage Facilities conditions.

This calibration was assisted with feedback obtained from the Don Ryan Center for Innovation (Center) regarding amendments to the Unified Development Ordinance (UDO). The Center identified breweries and distilleries as desirable land uses that support Economic Development and Community Quality of Life. John O'Toole with Beaufort County Economic Development Corporation and Ashley Feaster with Palmetto Electric Cooperative also provided feedback as it relates to economic development strategies. To support a broader range of potential businesses with operational characteristics similar to breweries and distilleries (i.e., low intensity manufacturing), Storefront Manufacturing and Storehouse Manufacturing are proposed.

Proposed UDO amendments for consideration include:

1. **Amend Article 4 (Zoning Districts), Sec. 4.3 (Uses by District), Table 4.3 (Uses by District).** The following changes are proposed:

    a. Add Storefront Manufacturing and Storehouse Manufacturing as new conditional uses within specified zoning districts; and,
    b. Eliminate the Mini-warehouse or Self-service Storage Facilities as a conditional use in the General Mixed (GM) Use District and Light Industrial (LI) District.
    c. Additional buffering and good neighbor standards for Junk and Salvage Yard operations; Manufacturing, Solid Waste Transfer Facility / Recycling Centers are also proposed.

    In recent years, traditional retail shops have undergone transformation. While competition with Internet sales has diminished the construction of new brick and mortar stores to some degree, retailing with related light manufacturing and assembly is expected to continue to increase. Traditionally, zoning regulations have forced these uses to locate in industrial areas; however, they do not cause operational nuisances. By limiting these uses to industrial-zoned property, which is a very limited area of Bluffton, the Town may be losing potential businesses and employment opportunities.

    To address this, two new land uses are proposed, one that is primarily retail in nature ("Storefront Manufacturing") and the other that is primarily manufacturing ("Storehouse Manufacturing"). An example of a storefront manufacturing use is a coffee shop that receives and stores beans to be roasted in mass. The roasted beans are then used to brew coffee for on-site consumption and may also be packaged for retail sale on-site and/or to be shipped to purchasers. An example of Storehouse Manufacturing is a brewery or distillery that is primarily engaged in the manufacturing and bottling of beverages for wholesale to be sold by other establishments, and that may provide limited on-site retail to the general public, tastings and tours. It has become common to see this use in conjunction with a restaurant or bar (which are separate principal uses).

Removing Mini-warehouses and Self-service Storage Facilities from the General Mixed (GM) Use District is intended to ensure that the GM District remains vibrant with businesses that provide goods and personal services, as well as employment opportunities. The request also includes removing Mini-Warehouse and Self-Storage uses from the UDO, which are currently allowed in various Planned Unit Developments in Town.

2. **Amend Article 4 (Zoning Districts), Sec. 4.4 (Conditional Use Standards**). As identified in UDO Table 4.3 (Uses by District), certain uses are "conditional uses" and are designated with the letter "C." The letter indicates that the particular use has conditions that are required for it to be developed. Typically, the conditions relate to minimizing impacts, such as requiring more screening or buffering beyond the minimum requirements of the UDO. The proposed amendment provides an explanation of the intent of the conditions and eliminates language that may be confusing.

3. **Amend Article 4 (Zoning Districts), Sec. 4.4.2 (Conditional Use Standards, Commercial Uses: Storefront Manufacturing, Storehouse Manufacturing).** Storefront Manufacturing and Storehouse Manufacturing are proposed to include conditions to ensure that manufacturing activities do not cause potential nuisances for neighboring properties, including noise, odor, vibration and glare. Additional conditions relate to screening and design. If screening is provided, limited outdoor activities may be possible for the Storehouse Manufacturing use. Also, a traditional shopfront appearance is recommended to be incorporated into the design of a Storefront Manufacturing structure as retail is the main component of this use.

4. **Amend Article 4 (Zoning Districts), Sec. 4.4 (Conditional Use Standards, Industrial Uses: Junk and Salvage Operations, Solid Waste Transfer Facility/Recycling Center, Manufacturing).** Three uses—Junk and Salvage Operations, Manufacturing and Solid Waste Transfer Facility/Recycling Facility—are presently permitted in the Light Industrial district as conditional uses (i.e., if the specified UDO conditions are met, the use is permitted). The use conditions are designed to prevent or reduce potential nuisance impacts beyond the property lines, such as noise and glare. Amendments are proposed to require improved buffering, including landscaping and screening to ensure greater compatibility with neighboring properties.

5. **Amend Article 9 (Definitions and Interpretation), Sec. 9.4.3 (Description of Uses of Land and Buildings; Commercial Services-Storefront Manufacturing and Storehouse Manufacturing).** With the addition of Storefront Manufacturing and Storehouse Manufacturing as new uses (see #1 above), definitions for each are proposed. Storefront Manufacturing is primarily engaged in retail sales but also includes limited manufacturing activities (e.g., a coffee shop that roasts beans and packages them for sale on-site or via the Internet). Storehouse Manufacturing is primarily engaged in low intensity manufacturing that could include assembly and packaging for limited on-site sales but may include retail sales via the Internet and wholesale for larger quantities. An example, small-scale craft breweries and distilleries, are increasingly popular in mixed use areas and may be in combination with a restaurant and/or bar, separate principal uses.

PROPOSED AMENDMENTS: The proposed amendments are provided in Attachment 1.

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

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

   Finding. The proposed amendments are consistent with the needs, goals and implementation strategies of the Comprehensive Plan. The Comprehensive Plan, as adopted on September 4, 2007, balances "long-term visioning and goals" with "short-term actions." Adding to Storefront Manufacturing and Shopfront Manufacturing supports diversification of the local economy, as called for the Comprehensive Plan. Likewise, the Comprehensive Plan encourages the protection of the health, safety and welfare of residents and visitors; improved use conditions support this.

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

   Finding. The proposed amendments are consistent with best planning practices in response to the Town's economic trends and further the public welfare.

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

   Finding. The proposed amendments will help to promote the Town's general welfare by encouraging new types of businesses and improving buffering for the Town's most intensive uses.

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

   Finding. The amendments will have no impact on providing public services.

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

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

TOWN COUNCIL FIRST READING: Town Council unanimously approved the proposed amendments to the Unified Development Ordinance at the June 9th meeting.

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

1. Approve the application as submitted;
2. Approve the application with changes; or
3. Deny the application as submitted.

NEXT STEPS:

UDO Text Amendment	Date	Complete
Step 1. Town Council Workshop	March 17, 2020	✓
Step 2. Planning Commission - Recommendation	May 27, 2020	✓
Step 3. Town Council – 1st Reading	June 9, 2020	✓
Step 4. Town Council Meeting – Final Reading and Public Hearing	July 14, 2020	✓

ATTACHMENTS:

1. Proposed Ordinance
2. Proposed Motion

ATTACHMENT 1

ORDINANCE NO. 2020 – _____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AMENDING THE TOWN OF BLUFFTON'S MUNICIPAL CODE OF ORDINANCES, CHAPTER 23, UNIFIED DEVELOPMENT ORDINANCE, ARTICLE 4 – ZONING DISTRICTS; AND, ARTICLE 9 – DEFINITIONS AND INTERPRETATION TO ESTABLISH STOREFRONT MANUFACTURING AND STOREHOUSE MANUFACTURING USES, RELATED USE CONDITIONS AND DEFINTIONS; TO AMEND USE CONDITIONS FOR JUNK AND SALVAGE OPERATIONS; SOLID WASTE TRANSFER FACILITIES/RECYCLING CENTERS; MANUFACTURING; AND, TO REMOVE THE MINI-WAREHOUSES AND SELF-STORAGE FACILITIES USE AND RELATED USE CONDITIONS FROM THE UDO.

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

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

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

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

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

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

WHEREAS, the Town of Bluffton Town Council desires to amend the Unified Development Ordinance, Article 4 – Zoning Districts, Section 4.3 to establish storefront manufacturing and storehouse manufacturing as conditional uses; Section 4.4 to clarify the purpose of conditional use standards; Section 4.4.2 to establish conditional use standards for Storefront Manufacturing and Storehouse Manufacturing; Section 4.4.5 to amend conditional use standards for Junk and Salvage Operations, Solid Waste Transfer Facilities/Recycling Centers and Manufacturing, and to eliminate Mini-warehouses or Self-storage Facilities as a use; Article 9 – Definitions and Interpretation, Section 9.4.3 to add definitions for Storefront Manufacturing and Storehouse Manufacturing.

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

SECTION 1. AMENDMENT. The Town of Bluffton hereby amends the Code Ordinances for the Town Of Bluffton, South Carolina by adopting and incorporating amendments to Chapter 23 – Unified Development Ordinance, Article 4 – Zoning Districts; and, Article 9 – Definitions and Interpretation as shown on Exhibit A attached hereto and fully incorporated herein by reference.

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

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

DONE, RATIFIED AND ENACTED this _____ day of _____, 2020.

This Ordinance was read and passed at first reading on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

ATTACHMENT 1

A public hearing was held on this Ordinance on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at second reading held on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

EXHIBIT A

I. Article 4 (Zoning Districts); Sec. 4.3 (Uses by District)

Table 4.3 Uses by District

	Preserve (PR)	Agricultural (AG)	Rural Mixed Use (RMU)	Residential General (RG)	Neighborhood Core (NC)	General Mixed Use (GM)	Light Industrial (LI)	Riverfront Edge Historic District (RV-HD)	Neighborhood Conservation Historic	Neighborhood General Historic District (NG-HD)	Neighborhood Center Historic District (NCE-HD)	Neighborhood Core Historic District (NC-HD)
Manufacturing, Storefront	-	-	C	-	C	C	C	-	-	-	C	C
Manufacturing, Storehouse	-	-	-	-	C	C	C	-	-	-	-	C
~~Mini-warehouses or Self-service Storage Facilities~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~C~~	~~P~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~

II. Article 4 (Zoning Districts); Sec. 4.4 (Conditional Use Standards)

There are certain uses that, by their nature, have the potential to create adverse impacts on nearby properties. It is the purpose of this Sec. 4.4 to allow such uses to be conditionally permitted while minimizing adverse effects through the establishment of additional standards that mitigate the impacts of their design and operation. The specified standards are intended to ensure that these conditional uses fit the vision of the zoning districts in which they are permitted, and that these conditional uses are compatible with other development permitted within the districts. ~~The Conditional Uses, as listed in Table 4.3 above, do not constitute development as defined herein and thereby do not require a Development Plan Application; however, the UDO Administrator may require a conceptual site plan to ensure compliance with the following Conditional Use Standards:~~

III. Article 4 (Zoning Districts); Sec. 4.4.2 (Conditional Use Standards, Commercial Uses: Storefront Manufacturing, Storehouse Manufacturing)

H. Storefront Manufacturing

1. Buildings shall convey a commercial character, most often promoting the form of a traditional shopfront. As such, the Large Commercial Lot Type and the Industrial Lot Type shall not be permitted with this use.
2. All operations related to this use shall be conducted completely within a building. No impacts or byproducts of the use, including noise, vibration, dust, fumes, or odor, or electrical or communications interference shall be discernible from the property line.
3. Outdoor loading areas shall be located to the rear of the principal structure and shall not interfere with the on-site circulation of pedestrians or vehicles.

I. Storehouse Manufacturing

1. All operations related to this use shall be conducted completely within a building. No impacts or byproducts of the use, including noise, vibration, dust, fumes, or odor, or electrical or communications interference shall be discernible from the property line.
2. Limited daily outdoor operations and storage may occur behind the building and at least 50 feet from any property line, as follows:
   a. Outdoor storage areas shall be screened using an opaque fence or wall of no less than 8 feet in height.
   b. Outdoor operations consisting of promotional gatherings, tastings, or dining (in which visitors are able to sample the product) may occur at or near the property line if the area is landscaped using plantings, hardscape, materials, seating, lighting, and other amenities.
3. Outdoor loading areas shall be located to the rear of the principal structure and shall not interfere with the on-site circulation of pedestrians or vehicles.

B. Junk and Salvage Operations

1. Salvage yards shall be screened by a solid screening fence or wall that is a minimum 8 feet tall and set back at least 10 feet from the property line with a landscaped buffer between the property line and fence or wall that includes a minimum of one canopy tree per 50 feet with a row of shrubs between each tree, around the entire property. The fence or wall shall be of similar composition, construction and color throughout, and only contain openings for necessary entrances and exits.
2. Entrances and exits shall be equipped with solid 8 foot high gates which shall be closed at all times except when in use.

3. Material stored outside of a completely enclosed building shall be stacked or arranged so that no portion of such material is visible from any public right-of-way or adjacent property.
4. All loading and unloading shall be conducted within the enclosed area.
5. Maximum lot size for a junk and salvage yard use shall be ten acres.

E. Solid Waste Transfer Facility/Recycling Center

1. The solid waste transfer facility/recycling center may accept previously sorted non-food items, such as glass, newspaper, cardboard, metal, construction and demolition debris, or other similar materials. Sewage or hazardous substances in quantities considered to be detrimental to the operation of the transfer facility shall not be permitted.
2. All activities and storage shall be conducted within a completely enclosed building. Doors shall remain closed during operations and there shall be no outdoor storage.
3. The entire site shall be fully ~~landscaped,~~ screened~~, and/or fenced from adjacent properties and public rights of way.~~by:
   a. a solid screening fence or wall that is a minimum 8 feet tall; or
   b. a minimum 50-foot wide landscaped buffer of 100% opacity.
4. All areas adjacent to the transfer point, such as the tipping floor, the turning area, and the area supporting the trailer while it is being packed, shall be paved with concrete.
5. Adequate standing and parking facilities shall be provided on the site so that no packers or other collection vehicles at any time stand on a public right-of way waiting entrance to the site.
6. Only cut off lighting fixtures shall be used. If an adjacent property is residential, the height of a light pole shall not exceed 15 feet from the top of finished grade level.

~~6.~~ 7. Publicly owned or operated facilities are allowed to collect and sort any non-hazardous waste on-site and outdoors. All outdoor waste or collection bins must be setback a minimum of ~~40~~50 feet from the property line, ~~of which 25 feet shall be a landscape buffer.~~and shall not be visible from any neighboring property or public right of way.
   a. If a property adjoins saltmarshes, tidal waters, or existing or permitted residential uses, and outdoor collection and sorting will take place, all collection bins shall be setback a minimum of 100 feet from the property line by a 100 foot wide landscape buffer of 100% opacity that surrounds the entire site.

8. The use shall be located outside of the 100-year floodplain.
9. The use shall comply with all applicable State and Federal Regulations.
10. An operations plan and transportation plan must be approved and include:
    a. A transportation plan demonstrating the primary routes that trucks will utilize to access the site, that these will be comprised of arterial roads with sufficient capacity to absorb the impact, and how such impacts will be mitigated.
    b. An operations plan to identify the specific types of activities and technologies that are required for successful operation of the use,

potential impacts on adjacent lands and mitigation measures, size of the operation, number of employees, operating hours, etc.

G. Manufacturing

1. All storage and operations shall occur indoors, except that limited daily outdoor operations and storage which may occur behind the front building line and at least 50 feet from any property line ~~may occur~~.
2. No impacts or byproducts of the use, including noise, vibration, dust, fumes, ~~or~~ odor, or electrical or communications interference shall be discernible from the property line.
3. Outdoor loading areas shall be located to the rear of the principal structure and shall not interfere with the on-site circulation of vehicles and pedestrians.

~~H. Mini-warehouses or Self-Storage Facilities~~

~~1. The use shall be limited to storage only. The premises shall not be used for operating any other business or repairing of any vehicles, except truck rental may be approved as an accessory use.~~
~~2. No storage or combustible or flammable liquids, combustible fibers, or explosive materials as defined in the fire prevention code, or toxic materials, shall be permitted within the self-storage buildings or upon the premises.~~
~~3. Outdoor storage shall be limited to vehicles, trailers, boats, campers, recreational vehicles, and other motorized or towable equipment and may only be located behind a building.~~
~~4. Outdoor storage areas shall be screened by a solid screening fence or wall a minimum of 6 feet in height.~~

IV. Article 9 (Definitions and Interpretation); Sec. 9.4.3 (Description of Uses of Land and Buildings; Commercial Services-Storefront Manufacturing and Storehouse Manufacturing)

N. Storefront Manufacturing – A storefront or shopfront where the primary function is commercial sales, but daily operational activities often include a combination of low intensity manufacturing, assembly, packaging, and/or warehousing activities, including those related to online sales. Secondary operational activities shall have no discernable impact upon neighboring properties, structures or occupants. (Examples: a leather goods store or coffee shop in which wholesale items are received, assembled on site, and either displayed for retail sales or stored for online transactions).

O. Storehouse Manufacturing – A facility or group of buildings where the primary function is low intensity manufacturing, but daily operational characteristics often include a combination of assembly, packaging, and/or warehousing activities; including those related to sales distribution.

Operational impacts shall have no discernable impact upon neighboring properties, structures or occupants. Public exhibitions, tours, samplings, tastings and ancillary retail may be secondary activities and uses. (Examples: a brewery or distillery in which raw goods and other items are received, assembled, and packaged as part of the manufacturing process. The end product may be warehoused for shipping, shelved for retail sales, or consumed as part of onsite tastings or dining).

Attachment 2

Proposed Motion for Formal Items VIII.1 – Consideration of Approval of Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance; Article 4, Zoning Districts and Article 9, Definitions and Interpretation – Second and Final Reading

"I move to approve Second and Final Reading of Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance; Article 4, Zoning Districts and Article 9, Definitions and Interpretations – Second and Final Reading."

TOWN COUNCIL

STAFF REPORT
Department of Growth Management

MEETING DATE:	July 14, 2020
PROJECT:	Consideration of Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 4 – Planned Unit Developments; Article 6 – Sustainable Development Incentives, Workforce/Affordable Housing; Article 9 – Definitions and Interpretation – Second and Final Reading
APPLICANT:	Town of Bluffton
PROJECT MANAGER:	Heather Colin, AICP Director of Growth Management

REQUEST: The Unified Development Ordinance (UDO) Administrator requests that Town Council approve a Second and Final Reading of the following Ordinance:

> Amendments to Chapter 23 (Unified Development Ordinance), Article 4 – Planned Unit Developments, Article 6 – Sustainable Development Incentives for Workforce/Affordable Housing, and Article 9 – Definitions and Interpretation.

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

On May 8, 2018, the Town of Bluffton Town Council approved a Resolution adopting the Strategic Plan for Fiscal Year 2019-20 ("Strategic Plan"). The Strategic Plan serves as a road map for activities and initiatives to implement the Town's Vision and Mission Statement to ensure that Bluffton is poised to capitalize on opportunities that advance key goals.

During the FY2019-20 Strategic Action Plan process, Town Council included a new Strategic Focus Area to address Affordable and/or Workforce Housing. Other strategic focus areas include Fiscal Sustainability, Economic Growth, Town Organization, Community Quality of Life, Infrastructure, and the May River & Surrounding Rivers and Watersheds.

The Town of Bluffton is committed to improving the quality of families and communities, by helping to develop, produce and/or assist with low-cost affordable and/or workforce

housing in safe neighborhoods including rental units and home ownership programs. To help guide efforts, Town Council created the Affordable Housing Committee (AHC) by a majority vote on January 12, 2010 and Town Council Resolution adopted on August 11, 2015 establishing its Charter. The AHC is tasked with assisting and advising Town Council on the establishment of affordable housing criteria for Town-sponsored affordable housing development projects and initiatives as well as defining the Town's affordable housing goals, guidelines and policies, and funding mechanisms per the Committee.

On August 7, 2018, the AHC discussed the Town of Bluffton's Unified Development Ordinance's (UDO) requirements and incentives for Affordable/Workforce Housing and voted to forward the following recommendations for revisions to the UDO to Town Council:

1. Amend Section 4.2.13.F. Planned Unit Development (PUD) – Affordable/Workforce Housing. Currently, the UDO requires all new PUDs include a minimum of 10% affordable/workforce housing. The AHC recommends increasing the minimum amount of affordable/workforce housing required for new and amended PUDs from 10% to 20%.

2. Amend Section 6.5.3.B.4.a. Owner-Occupied Eligibility - Currently, the UDO requires that the sale of owner-occupied workforce/affordable housing units is limited to individuals and families earning no more than 120% of the current gross Area Median Income (AMI) for Beaufort County. The AHC recommends lowering the qualifying percentage to no more than 100% of the current gross (AMI) for Beaufort County. By lowering the percentage, it will allow more units to be available to lower-earning households.

Based on additional discussion in 2019, the AHC further recommended that the payment in lieu of providing affordable/workforce housing be eliminated.

Text amendments were prepared as directed by the AHC and shared with Town Council at a workshop on March 17, 2020. Town Council supported the text amendments as presented and advised that the definition for workforce housing also be amended to lower the qualifying percentage from 120% of the gross AMI for the County to 100%.

PROPOSED AMENDMENTS:

1. **Article 4 (Zoning Districts); Sec. 4.2.13.F (Affordable/Workforce Housing)**

   As of [date of adoption], a new or amended PUD with a residential component shall include a minimum of ~~10%~~ 20% affordable/workforce housing. For amended PUDs, this requirement applies only to the portion of the PUD subject to the amendment. PUD's that include more than ~~10%~~ 20% affordable/workforce housing, a density bonus of two additional market price units shall be allowed for each additional affordable/workforce housing unit. This may be utilized for a density increase of up to 20%. ~~The Town of Bluffton may accept a fee-in-lieu of including affordable/workforce housing.~~

2. Article 6 (Sustainable Development Incentives); Sec. 6.5.3.B.4.a. (Workforce/Affordable Housing, Specific Standards)

   4. Owner-occupied workforce/affordable housing shall meet the following criteria:

      a. **Eligibility.** Sale of owner-occupied workforce/affordable housing units is limited to individuals and families earning no more than ~~120%~~ 100% of the gross Area Median Income (AMI) for Beaufort County, as published annually by the U.S. Department of Housing and Urban Development and adjusted for household size. The workforce/affordable housing unit shall serve as the owner's primary residence for the duration of ownership or until the deed restrictions required by this Section have expired."

3. Article 9 (Definitions and Interpretation); Sec. 9.2 (Defined Terms – Workforce Housing)

   Workforce Housing: Housing affordable to low and moderate-income families (those earning up to ~~120%~~100% of the Beaufort County Area Median Income (AMI), as defined in the schedule published annually by the U.S. Department of Housing and Urban Development).

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

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

   Finding. The proposed amendments are consistent with the needs, goals and implementation strategies of the Comprehensive Plan. The Comprehensive Plan, as adopted on September 4, 2007, balances "long-term visioning and goals" with "short-term actions." The Action Agenda Initiatives found in the 2019-20 Strategic Plan capture non-capital improvement projects of significance, many of which emanate from the Comprehensive Plan. The proposed Text Amendments are a direct result of these Initiatives.

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

   Finding. The proposed amendments are consistent with best planning practices in response to the Town's economic trends and demographics. As stated in the 2019-2020 Strategic Plan, "the Town of Bluffton is committed to improving the quality of families and communities, by helping to develop, produce and/or assist with low-cost affordable and/or workforce (affordable) housing in safe neighborhoods including rental units and home ownership programs." This includes "enhancement" of ordinances to meet the future housing needs of the Town.

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

   Finding. The proposed amendments will help to promote the Town's general welfare by requiring more housing opportunities for income-qualifying households.

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

   Finding. The amendments will have no impact on providing public services.

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

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

TOWN COUNCIL FIRST READING: Town Council unanimously approved the proposed amendments to the Unified Development Ordinance at the June 9th meeting.

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

1. Approve the application as submitted;

2. Approve the application with amendments; or

3. Deny the application as submitted.

NEXT STEPS:

UDO Text Amendment	Date	Complete
Step 1. Town Council Workshop	March 17, 2020	✓
Step 2. Planning Commission - Recommendation	May 27, 2020	✓
Step 3. Town Council – 1st Reading	June 9, 2020	✓
Step 4. Town Council Meeting – Final Reading and Public Hearing	July 14, 2020	✓

ATTACHMENTS:

1. Affordable Housing Committee Minutes August 7, 2018
2. Proposed Ordinance
3. 2020 Area Median Income Beaufort County
4. Proposed Motion

TOWN OF BLUFFTON AFFORDABLE HOUSING COMMITTEE
Rotary Community Center/Oscar Frazier Park, at 11 Recreation Court
Tuesday, August 07, 2018, Minutes

Present: Councilman Fred Hamilton, Chairperson; Sheri Kroupa, Vice Chairperson Councilman Dan Wood; Meg James; Denolis Polite; Gwen Chambers

Staff: Marc Orlando, Town Manager; Kevin Icard, Planning & Community Development Manager; Brad Mole, Community and Business Development Coordinator

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I. CALL TO ORDER

Hamilton called the meeting to order at 10:03 a.m.

II. ROLL CALL

III. ADOPTION OF AGENDA

Kroupa made a motion to adopt the August 07, 2018, Affordable Housing Committee Agenda. Wood seconded the motion and the motion passed.

IV. ADOPTION OF MINUTES – July 03, 2018

Wood made a motion to approve the July 03, 2018, Affordable Housing Committee meeting minutes. Kroupa seconded the motion. All were in favor and the motion passed.

V. PUBLIC COMMENTS

Representatives from South State Bank, The Island Packet, Bank of the Ozarks, and Hilton Head Island Habitat for Humanity was in attendance.

VI. OLD BUSINESS

VII. NEW BUSINESS

1. NAP Budget Update

Staff Updated the Committee with current and future home repair projects that is going on under the NAP program.

2. Unified Development Ordinance Text Amendment Request

Staff summarized the process of changing the Unified Development Ordinance (UDO) and how that would initially start as a motion from the Affordable Housing Committee in a formal document that is presented to the Town Manager and ultimately sent to Town Council to request that the process is started. Within the

discussion of UDO changes, the subjects fee in lieu of, and density bonuses were mentioned.

The Affordable Housing Committee (AHC) has requested that Town Council direct Town Staff to amend the following sections of the Unified Development Ordinance (UDO) concerning new residential Planned Unit Developments (PUD) and affordable/workforce housing in Bluffton.

1. Amend Section 4.2.13.F. Planned Unit Development – Affordable/Workforce Housing. Currently, the UDO requires a minimum of 10% of all new PUDs meet the minimum requirements for affordable/workforce housing changed to 20%. The AHC would like to increase the minimum amount of affordable/workforce housing required for new PUDs.
2. Amend Section 4.2.13.F. Planned Unit Development – Affordable/Workforce Housing. Currently, the UDO states that the Town of Bluffton may accept a fee in lieu of including affordable/workforce housing. The AHC would like the language changed from "may" to "shall" listed above. The AHC would like additional clarification as to how the fee is calculated if an Applicant choses to present a fee in lieu of providing affordable/workforce housing.
3. Amend Section 6.5.3.B.4.a., Owner-Occupied Eligibility, to lower the percentage to no more than 100% of the gross AMI for Beaufort County of who can qualify to own an affordable/workforce unit based on the current AMI for Beaufort County. Currently, the UDO requires that the sale of owner-occupied workforce/affordable housing units is limited to individuals and families earning no more than 120% of the gross AMI for Beaufort County. By lowering the percentage it will increase the pool of residents who are able to own their own homes.

While not part of the proposed UDO changes, the AHC has asked that staff create a comparison of a 3-tiered approach to provide housing options for future PUD developments with unit options in the 60-80-100% AMI range. Staff will provide a comparison to help explain what would be a typical home sales price at different AMI levels.

The AHC is proposing these changes to meet the needs of the growing community and would like to work with Staff to bring a formal request before Planning Commission and Town Council for their consideration.

VIII. PUBLIC COMMENTS

There were no additional public comments.

IX. DISCUSSION

X. ADJOURNMENT

The August 07, 2018 Affordable Housing Committee Meeting adjourned at 11:10 a.m.

ORDINANCE NO. 2020 – _____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AMENDING THE TOWN OF BLUFFTON'S MUNICIPAL CODE OF ORDINANCES, CHAPTER 23, UNIFIED DEVELOPMENT ORDINANCE, ARTICLE 4 – PLANNED UNIT DEVELOPMENTS; ARTICLE 6 – SUSTAINABLE DEVELOPMENT INCENTIVES, WORKFORCE/AFFORDABLE HOUSING; AND, ARTICLE 9 – DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

WHEREAS, the Town of Bluffton Town Council desires to amend the Unified Development Ordinance, Article 4 – Planned Unit Developments, Section 4.2.13.F to require new and amended Planned Unit Developments to have at least 20% of all residential units designated as affordable/workforce housing; Article 6 – Sustainable Development Incentives, Workforce/Affordable Housing, Section 6.5.3.B.4.a. to reduce household income qualification for owner-occupied workforce/affordable

housing from 120% to no more than 100% of the gross Area Median Income(AMI) for Beaufort County; and, Article 9 – Definitions and Interpretation to revise the definition of Workforce Housing for consistency with the change to the AMI qualification in Article 6.

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

SECTION 1. AMENDMENT. The Town of Bluffton hereby amends the Code Ordinances for the Town Of Bluffton, South Carolina by adopting and incorporating amendments to Chapter 23 – Unified Development Ordinance, Article 4 – Planned Unit Developments; Article 6 – Sustainable Development Incentives, Workforce/Affordable Housing; and, Article 9 – Definitions and Interpretation as shown on Exhibit A attached hereto and fully incorporated herein by reference.

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

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

DONE, RATIFIED AND ENACTED this _____ day of _____, 2020.

This Ordinance was read and passed at first reading on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

ATTACHMENT 2

A public hearing was held on this Ordinance on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at second reading held on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

EXHIBIT A

Article 4: Zoning Districts
Section 4.2.13.F. (Affordable/Workforce Housing)

As of July 14, 2020 a new or amended PUD with a residential component shall include a minimum of ~~10%~~ 20% affordable/workforce housing. For amended PUDs, this requirement applies only to the portion of the PUD subject to the amendment. PUD's that include more than ~~10%~~ 20% affordable/workforce housing, a density bonus of two additional market price units shall be allowed for each additional affordable/workforce housing unit. This may be utilized for a density increase of up to 20%. ~~The Town of Bluffton may accept a fee-in-lieu of including affordable/workforce housing.~~

Article 6: Sustainable Development Incentives
Section 6.5.3.B.4.a. (Workforce/Affordable Housing, Specific Standards)

4. Owner-occupied workforce/affordable housing shall meet the following criteria:

a. **Eligibility.** Sale of owner-occupied workforce/affordable housing units is limited to individuals and families earning no more than ~~120%~~ 100% of the gross Area Median Income (AMI) for Beaufort County, as published annually by the U.S. Department of Housing and Urban Development and adjusted for household size. The workforce/affordable housing unit shall serve as the owner's primary residence for the duration of ownership or until the deed restrictions required by this Section have expired."

Article 9: Definitions and Interpretation
Section 9.2 (Defined Terms – Workforce Housing)

Workforce Housing: Housing affordable to low and moderate-income families (those earning up to ~~120%~~100% of the Beaufort County Area Median Income (AMI), as defined in the schedule published annually by the U.S. Department of Housing and Urban Development).

2020 Beaufort County
Area Median Income (AMI) Limits

Income Limit	Persons in Household								
	1	2	3	4	5	6	7	8+	
30%	$ 17,150	$ 19,600	$ 22,050	$ 26,200	$ 30,680	$ 35,160	$ 39,640	$ 44,120	extremely low
50%	$ 28,550	$ 32,600	$ 36,700	$ 40,750	$ 44,050	$ 47,300	$ 50,550	$ 53,800	very low
60%	$ 34,240	$ 39,150	$ 44,030	$ 48,900	$ 52,840	$ 56,740	$ 60,640	$ 64,580	moderately low
80%	$ 45,650	$ 52,200	$ 58,700	$ 65,200	$ 70,450	$ 75,650	$ 80,850	$ 86,100	low
100%	$ 57,060	$ 65,250	$ 73,380	$ 81,500	$ 88,060	$ 94,560	$ 101,060	$ 107,630	median
120%	$ 68,470	$ 78,300	$ 88,060	$ 97,800	$ 105,670	$ 113,470	$ 121,270	$ 129,160	moderately high
150%	$ 85,590	$ 97,880	$ 110,070	$ 122,250	$ 132,090	$ 141,840	$ 151,590	$ 129,160	high

Note: Prepared by Beaufort Housing Authority 5/15/2020

Attachment 4

Proposed Motion for Formal Items VIII.2 – Consideration of Approval of Amendments to Chapter 23, Unified Development Ordinance Article 4 – Planned Unit Developments, Article 6 – Sustainable Development Incentives for Workforce/Affordable Housing, and Article 9 – Definitions and Interpretation – Second and Final Reading

"I move to approve Second and Final Reading of Amendments to Chapter 23, Unified Development Ordinance Article 4 – Planned Unit Developments, Article 6 – Sustainable Development Incentives for Workforce/Affordable Housing, and Article 9 – Definitions and Interpretation – Second and Final Reading."

TOWN COUNCIL

STAFF REPORT
Department of Growth Management

MEETING DATE:	July 14, 2020
PROJECT:	Review of Proposed Text Amendments to the Town of Bluffton Code of Ordinances Relating to the Regulation and Certification of Short-Term Rental Units, Specifically Changes to Chapter 23 – Unified Development Ordinance, Article 4 – Zoning Districts and Article 9 – Definitions and Interpretations as well as an Addition to Chapter 6 of the Code of Ordinances – Businesses and Business Regulations - Article V. Short-Term Rental Units
PROJECT MANAGER:	Heather Colin, AICP Director of Growth Management

REQUEST: Provide Direction on Text Amendments to the Town of Bluffton Code of Ordinances Relating to the Regulation and Certification of Short-Term Rental Units, Specifically Changes to Chapter 23 – Unified Development Ordinance, Article 4 – Zoning Districts and Article 9 – Definitions and Interpretations as well as an Addition to Chapter 6 of the Code of Ordinances – Businesses and Business Regulations - Article V. Short-Term Rental Units.

BACKGROUND: On May 8, 2018, Town Council approved a Resolution adopting a Strategic Plan for Fiscal Year 2019-20 ("Strategic Plan"). The Strategic Plan serves as a road map for activities and initiatives to implement the Town's Vision and Mission Statement and ensures that Bluffton is poised to capitalize on opportunities that advance key goals.

The Strategic Plan identifies seven Strategic Focus Areas and establishes an Action Agenda with specific "Initiatives" for implementation. Strategic Focus Areas include: Community Quality of Life, Fiscal Sustainability, Town Organization, Infrastructure, Economic Growth, Affordable and / or Workforce, and the May River & Surrounding Rivers and Watersheds.

Action Agenda Initiative #6 corresponds to the "Community Quality of Life" Focus Area and calls for a review of the Town's Unified Development Ordinance (UDO) in order to make necessary amendments to better guide the Town's priorities and to manage growth. In addition, Action Agenda item #14 specifically calls out short-term vacation rental policy as an initiative that falls under the Strategic Plan's Economic Growth Focus Area. In keeping with these Initiatives, staff proposes potential amendments to the Unified Development Ordinance and General Code of Ordinances to regulate this use.

Presently, short-term rental units are regulated as a home occupation use, whether the rental is a bedroom within an occupied home or the rental of an entire dwelling unit with the property owner residing elsewhere. A home occupation is defined as "[a]ny use of principal or accessory buildings clearly incidental and secondary to their uses for residential purposes and which does not change the character thereof, within a residential area subject to the conditions of this Ordinance." This classification is more suited for a bedroom rental rather than a whole-house rental. However, as both uses are lodging accommodations, they should be specifically and individually identified in the UDO.

A workshop was held with Town Council on March 12, 2019 to provide an overview of short-term vacation rentals, including impacts, best practices from other communities and possible approaches the Town may want to consider if it chooses not to continue to regulate short-term vacation rentals as a home occupation use.

As the result of the workshop, a Focus Group was created with a diverse group of individuals, including residents, realtors, business owners and representatives of a Planned Unit Development that allows short-term vacation rentals. A public workshop was also held on June 6, 2019. Feedback from the Focus Group and the public, as well as best practices from other communities and State law informed the development of the proposed process and the suggested amendments.

The process and suggested amendments include the following:

- Changing the rental of an entire dwelling from a Home Occupation Use to a new "Short-term Rental Unit" use;
- Changing the rental of no more than one bedroom within an occupied dwelling from a Home Occupation use to a new "Bed and Breakfast Homestay" use;
- Requiring a certification process for the Short-term Rental Unit use;
- Creating a definition for "Transient Guest"; and,
- Adjusting other lodging uses as the result of proposed changes to the permitted number of bedrooms, and correcting the "Inn" use to remove the limit on the maximum number of days a stay is permitted (no more than 7 consecutive days and no more than 60 days in a calendar year) and to require that the use be located within a dwelling unit.

A Short-term Rental Unit is proposed to be defined as "A lodging accommodation where, in exchange for compensation, a residential dwelling in its entirety is rented for less than 30 consecutive days to transient guests." As proposed, a Rental Unit would be permitted in a principal or accessory dwelling within any zoning district. Individual Planned Unit Developments would self-determine whether or not to allow the use. Several use conditions are proposed, including allowing only one rental unit per lot of record, maintaining the residential appearance of the rental unit, and requiring a certification process to ensure. The proposed UDO amendments are shown in Attachment 1. A separate certification ordinance is proposed and is attached as Attachment 2.

The certification process is intended to do several things: 1) mitigate potential impacts that may arise when a dwelling unit is rented as a lodging use without on-site management (e.g., a 24-hour contact responsible for the property must be provided to the Town); 2) require the owner to provide a signed checklist that certain life-safety items are in place such as smoke alarms, fire extinguishers and windows in each bedroom, as well as encourage an independent inspection of the dwelling (which Town staff will not conduct); and, 3) place the owner on notice that accommodation and hospitality taxes are required to be remitted. An application (Attachment 3) will include guidelines and information on all items required. The application is attached for information to provide an overview of the process and is a work in progress that would be finalized if Town Council chooses to move forward with the proposed UDO amendments.

A "Bed and Breakfast Homestay" is also proposed. The suggested definition is "A principal dwelling in which no more than one (1) bedroom is rented to transient guests from the proprietor who also resides within the dwelling. Meals, if provided, are available only to transient guests." Presently, the rental of one bedroom would be classified as a Bed and Breakfast use which allows up to six bedrooms. A Bed and Breakfast is a more commercial-oriented use given the number of permitted bedrooms. Breaking out the rental of only one bedroom from the Bed and Breakfast use is suggested so that it may be regulated as a Home Occupation use. This has become an increasingly common approach in other communities. The proposed change to the number of bedrooms permitted would require adjustment to other lodging uses as shown in Attachment 1.

The proposed changes are in line with best practices and will allow Town Staff to better regulate vacation rentals without creating an onerous process for current and future short-term vacation rental owners, or for Town staff. There would be an initial certification process with an annual renewal. Certification lets potential renters know that minimum standards are in place for their own safety. If Town Council desires to move forward with the proposed amendments, Town Staff and the Town Attorney will continue work to finalize the certification requirements.

CONSIDERATIONS: Items for Town Council consideration in this matter, include, but are not limited to, the following:

1. Does Town Council want staff to move forward with the proposed Amendments?

2. Are there any additional changes Town Council would like to be included?

RECOMMENDATION: To forward the amendments to the Planning Commission for a Public Hearing, followed by a first and second reading/public hearing by Town Council.

NEXT STEPS:

UDO Text Amendment Procedure	Date	Complete
Step 1. Town Council Workshop	July 14, 2020	✓
Step 2. Planning Commission Public Hearing and Recommendation	July 22, 2020	✓
Step 3. Town Council – 1st Reading	August 11, 2020	✓
Step 4. Town Council Meeting – Final Reading and Public Hearing	September 8, 2020	✓

ATTACHMENTS:

1. Proposed UDO Amendments
2. Proposed Certification Ordinance
3. Possible Application

SHORT-TERM RENTAL UNITS & OTHER LODGING USES

The following sections of the Unified Development Ordinance are proposed to be amended:

Article 9 (Definitions and Interpretation)
Sec. 9.2 (Defined Terms)

The "transient guest" definition is new and is proposed to provide a consistent terminology; presently, guests and transients are used in the UDO. Neither is defined. The definition establishes a time period for the transient period. Less than 29 or 30 consecutive days is commonly used in other South Carolina communities (29-Beaufort, Beaufort County, Port Royal, Charleston; 30- Folly Beach, Greenville) although the ATAX transient period is much longer—90 days—according to Department of Revenue. Short-term rental is proposed to be defined in Sec. 9.4.4.

Transient Guest: A person who lodges at a place other than his usual place of residence, in exchange for compensation, for less than 30 consecutive days.

Sec. 9.4.4 (Description of Land Uses and Buildings, Lodging)

This section is proposed to be amended to: 1) create the short-term rental unit use and definition; 2) create the Bed and Breakfast Homestay use and definition; 3) move the lodging definition to the introductory paragraph for consistency with other use classifications; 4) re-order by intensity of lodging use (i.e., number of rooms permitted); 5) change the breakfast requirement for B&Bs from "meals, if provided" to not require meals or allow other meals; 6) change "rooms" to "bedrooms" (the parking requirement is based on bedrooms); 7) require that a bed and breakfast operate from a principal dwelling (i.e., to prevent the possible circumvention of short term rental use—i.e., treating the accessory dwelling unit as a bedroom); 8) change inns from being a permitted use in most district to a conditional use; and, 9) reducing the maximum number of bedrooms within a bed and breakfast from 6 to 5 for consistency with ATAX.

The Lodging Use category provides for a variety of overnight sleeping accommodations for transient guests. Parking for any eating or drinking establishment associated with a lodging use that is accessible by the general public must be calculated separately from the lodging use.

A. **Bed & Breakfast:** A principal dwelling in which two (2) to five (5) bedrooms are rented to transient guests from the proprietor who resides on the property. Meals, if provided, are available only to transient guests. ~~A dwelling, where the proprietor resides on site, may be involved in the rental of six (6) rooms or less to overnight guests and offering breakfast meals only to said guests, provided a parking place be provided for each room offered for rent.~~

B. **Bed and Breakfast Homestay:** A principal dwelling in which no more than one (1) bedroom is rented to transient guests from the proprietor who also resides within the dwelling. Meals, if provided, are available only to transient guests.

C. **Inn:** A building where six (6) to 12 bedrooms are rented to transient guests. Meals, if provided, are available only to transient guests. ~~A structure where the rental of seven (7) to twelve (12) rooms may~~

~~be offered for overnight occupation provided a parking place be provided on site for each room for rent.~~

D. **Hotel:** A building or group of buildings where 13 or more bedrooms are rented to transient guests. Meals, if provided, may be available to the general public. ~~A building or portion thereof, or a group of buildings, which provides sleeping accommodations, with or without meal service, for transients on a daily or weekly basis, whether such establishment is designated as a hotel, inn, automobile court, motel, motor inn, motor lodge, tourist cabin, tourist court, or tourist home~~

E. **Short-term Rental Unit:** A lodging accommodation where, in exchange for compensation, a residential dwelling in its entirety, is rented for less than 30 consecutive days to transient guests. ~~Lodging: Facility or structure used for the rental of sleeping quarters for overnight guests. Available for daily and weekly renting of bedrooms. The area allocated for food service shall be calculated and provided with parking according to retail use.~~

Article 4 (Zoning Districts)
Sec. 4.3 (Uses by Districts)

Table 4.3 Uses by District

	Preserve (PR)	Agricultural (AG)	Rural Mixed Use (RMU)	Residential General (RG)	Neighborhood Core (NC)	General Mixed Use (GM)	Light Industrial (LI)	Riverfront Edge Historic District (RV-HD)	Neighborhood Conservation Historic District (NCV-HD)	Neighborhood General Historic District (NG-HD)	Neighborhood Center Historic District (NCF-HD)	Neighborhood Core Historic District (NC-HD)
Lodging												
Short-term Rental Unit	-	-	C	C	C	C	-	C	C	C	C	C
Bed and Breakfast Homestay (1 bedroom)	-	P	P	P	P	P	-	P	P	P	P	P
Bed and Breakfast - maximum of (2-5 bedrooms)	-	P	P	P	P	P	-	P	P	P	P	P
Inns - ~~maximum of 12 guest rooms~~ (6-12 bedrooms or suites)	-	-	~~P~~ C	-	~~P~~ C	~~P~~ C	-	-	C	~~P~~ C	~~P~~ C	~~P~~ C
Hotel ~~(no room limit)~~ (13 or more bedrooms or suites)	-	-	-	-	-	P	P	-	-	-	-	P

Sec. 4.4 (Use Conditions, Lodging, Inns and Short-term Unit Rentals)

4.4.3 Lodging

A. **Inn**

This section is proposed to be amended to: 1) Indicate that a building must be a dwelling and to reword sentence; 2) eliminate the maximum stay requirement (not clear why it would apply only to this type of lodging).

1. ~~The principal building shall be the primary and permanent legal residence of the inn operator. Meals or other services provided on the premises shall only be available to residents, employees, and overnight guests of the establishment.~~ The use is permitted only within a principal dwelling that must be the primary and permanent residence of the operator.

~~2~~. ~~Guess shall be restricted to overnight and weekly stays, not exceeding seven consecutive nights, and may stay no longer than 60 days in any one calendar year.~~

~~3~~.2. Off-street parking areas shall be provided for guests outside of any required front yard. Stacking of more than two vehicles in a driveway is prohibited.

~~4.~~3. Screening shall be provided between adjacent residences and parking area or any outdoor eating area.

~~5.~~4. The use of exterior stairways to provide primary access to the upper floor shall be prohibited.

B. **Short-term Rental Unit**

1. A maximum of one (1) Short-term Rental Unit is permitted per lot after [date the amendment is adopted].

2. There shall be no visible exterior evidence that a Short-term Rental Unit use is being conducted.

3. The Short-term Rental Unit requires a Short-term Rental Unit certificate. See Chapter 6, Article V of the General Code of Ordinances of the Town of Bluffton, South Carolina.

Chapter 6. Business and Business Regulations.

Article V. Short-term Rental Units.

Sec. 6-100. - Purpose and intent.

It is the purpose of this Article to establish uniform regulations for the operation of Short-term Rental Units; to protect the public health, safety and general welfare of individuals and the community at large; and to provide reasonable means to mitigate potential impacts that may be created by occupancy of Short-term Rental Units.

Sec. 6-101. - Definitions.

(a) **Short-term Rental Unit.** A lodging accommodation where, in exchange for compensation, a residential dwelling unit in its entirety, is rented for less than 30 consecutive days to transient guests. A residential dwelling unit is a single-family dwelling, attached or detached; multi-family dwelling; accessory dwelling; or manufactured home.

(b) **Short-term Rental Unit agent.** A natural person designated by the owner of a Short-term Rental Unit on the Short-term Rental Unit certificate application who can perform the duties described within this Article.

(c) **Transient guest.** A person who lodges at a place other than his usual place of residence, in exchange for compensation, for less than 30 consecutive days.

Sec. 6-102. – Permitted locations.

(a) Short-term Rental Units shall be permitted in zoning districts as provided in sub-section 4.4.3 of the Unified Development Ordinance.

(b) Within Planned Unit Development zoning districts, Short-term Rental Units may be permitted subject to any development agreements, deed restrictions, covenants, rules and regulations of a homeowners or property owners association, or other such restrictions.

Sec. 6-103. – Number of guests.

The maximum overnight occupancy of a Short-term Rental Unit shall not exceed two (2) persons per bedroom, plus two (2) additional persons per Short-term Rental Unit. For the purpose of calculating maximum occupancy, only individuals over the age of 36 months shall be included.

Sec. 6-104. - Short-term Rental Unit certificate required.

(a) No person shall rent, lease or otherwise exchange for compensation a residential dwelling unit as Short-term Rental Unit, as defined in Section 6-101, without first obtaining a Short-term Rental Unit certificate and complying with the regulations contained in this Article regardless of the zoning district. No certificate issued under this Article may be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

(b) A separate Short-term Rental Unit certificate is required for each Short-term Rental Unit and may be applied for through the application process described in Section 6-105.

Sec. 6-105. - Application for Short-term Rental Unit certificate.

(a) Applicants for a Short-term Rental Unit certificate shall submit an initial application for a Short-term Rental Unit certificate, to be renewed annually. The application shall be furnished on a form specified by the Town, accompanied by a non-refundable application fee as set forth in the Town's Master Fee Schedule. Such application should include:

(1) The name, address, telephone and email address of the owner(s) of record of the residential dwelling unit for which a Short-term Rental Unit certificate is sought. If such owner is not a natural person, the application shall identify all partners, officers and/or directors of any such entity, including personal contact information;

(2) The address of the residential dwelling unit to be used as a Short-term Rental Unit;

(3) The name, address, telephone number and email address of the Short-term Rental Unit agent, which shall constitute his or her 24-hour contact information;

(4) The owner's sworn acknowledgement that he or she has received a copy of this Article, has reviewed it and understands its requirements;

(5) The number and location of parking spaces allotted to the premises, inclusive of all uses;

(6) The owner's agreement to use his or her best efforts to assure that use of the premises by Short-term Rental Unit transient guests will not disrupt the surrounding neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and

(7) Any other information that this Article requires the owner to provide to the Town as part of an application for a Short-term Rental Unit certificate. The Town Manager or his or her designee shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this Article.

(b) At the time of submission of a Short-term Rental Unit certificate application described in this Article, the owner shall also provide:

(1) Proof of the owner's current ownership of the Short-term Rental Unit; and

(2) A written certification from the short-term agent that he or she agrees to perform the duties specified in subsection 6-106.

Sec. 6-106. - Short-term Rental Unit agent and duties.

(a) The owner of a Short-term Rental Unit shall designate a Short-term Rental Unit agent on its application for a Short-term Rental Unit certificate. A property owner may serve as the Short-term Rental Unit agent or, alternatively, the property owner may designate a natural person as his or her agent who at least 18 years of age or older.

(b) The Short-term Rental Unit agent must be able to perform the following duties:

(1) Ensure that the Short-term Rental Unit until is properly maintained and regularly inspected for compliance with applicable zoning, building, health, life safety code provisions and this Article.

(2) Be available at a listed phone number twenty-four (24) hours a day, seven (7) days a week to handle any problems arising from use of the Short-term Rental Unit;

(3) Travel to the premises of any Short-term Rental Unit within one (1) hour following notification from the Town of issues related to the use or occupancy of the premises. This includes, but is not limited to, notification that occupants of the Short-term Rental Unit have created unreasonable noise or disturbances, engaged in disorderly conduct or committed violations

of the Town of Bluffton Code of Ordinances or other applicable law. This is not intended to impose a duty to act as a peace officer or otherwise require the agent to place himself or herself in a perilous situation. Failure of the Short-term Rental Unit agent to timely appear to two (2) or more complaints regarding violations may be grounds for penalties as set forth in this Article.;

(4) Receive and accept service of any notice of violation related to the use or occupancy of the premises; and

(5) Be able to produce copies of the executed rental or lease agreement for current occupants as needed.

(c) An owner may change his or her designation of a Short-term Rental Unit until agent temporarily or permanently; however, there shall only be one such agent for a property at any given time. To change the designated agent, the owner shall notify the Town of Bluffton in writing of the new agent's identity, together with all information regarding such person as required by the applicable provisions of this Article within five (5) days of the change.

Sec. 6-107. - Grant or denial of application.

(a) Review of a Short-term Rental Unit application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this Article, or otherwise fails to demonstrate the ability to comply with local, state or federal law. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications.

(b) All of-record property owners adjacent to a proposed Short-term Rental Unit shall be notified of the use prior to the issuance of an initial Short-term Rental Unit certificate. Notification shall be issued by the Short-term Rental Unit applicant and proof of notification provided to the Town. The notification to the property owners shall include:

(1) Street address of the proposed Short-term Rental Unit rental;

(2) Location of any on-site parking for Short-term Rental Unit occupants;

(3) Maximum occupancy requirements;

(4) Name of the property owner(s); and

(5) Name of rental unit agent and contact information.

Sec. 6-108. – Posting of Short-term Rental Unit certificate and information on premises.

(a) A legible copy of the Short-term Rental Unit certificate shall be posted in the Short-term Rental Unit dwelling in a conspicuous place.

(b) Posted next to the Short-term Rental Unit certificate, there shall be a document providing the following information:

(1) The name, address, telephone number(s) and email address of the Short-term Rental Unit agent;

(2) The maximum occupancy of the Short-term Rental Unit;

(3) The location of required parking spaces;

(4) Emergency numbers for the local police and fire departments;

(5) The schedule of solid waste pick-up;

(6) The business license number assigned by the Town;

(7) A statement that the occupant(s) agree to abide by the requirements of this Article, any other Town of Bluffton ordinances, state and federal law and acknowledgement that his or her rights under the agreement may not be transferred or assigned to anyone else;
(8) A statement that the occupant(s) acknowledge that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the Town's noise ordinance;

Sec. 6-109. – Advertising.

The Short-term Rental Unit certificate number assigned to an individual Short-term Rental Unit must be published in every print and digital advertisement for the Short-term Rental Unit.

Sec. 6-110. – Violations and penalties.

(a) Violations. Compliance with the General Code of Ordinances is required. Furthermore, it shall be a violation of this Article to:
  (1) Operate a Short-term Rental Unit without complying with the requirements of this Article and the Town Code of Ordinances;
  (2) Advertise a residential dwelling as being available for a Short-term Rental Unit without first complying with the requirements of this Article;
  (3) Advertise a Short-term Rental Unit as being available for more overnight occupants than are permitted pursuant to this Article;
  (4) Expand the allowable occupancy of a Short-term Rental Unit without obtaining a new permit;
  (5) Operate a Short-term Rental Unit that has received [number TBD] or more notifications of transient guest violations during [time period TBD].
    1. When there is a change of ownership, the number of allowable notices and violations shall be reset upon the issuance of a new Short-term Rental Unit certificate.

Sec. 6-111. – Licenses, certificates and tax verification forms required.

(a) A Short-term Rental Unit certificate shall be renewed annually. No person shall rent or lease a dwelling unit as a Short-term Rental Unit as defined without initially and on a continuing basis:
  (1) Obtaining a Short-term Rental Unit certificate from the Town of Bluffton;
  (2) Providing proof of a business license from the Town of Bluffton; and,
  (3) Remitting local Accommodations and Hospitality taxes.

Sec. 6-112. – Renewals, transfers and modifications.

(a) **Renewals or Transfers.** All Short-term Rental Unit certificate holders must apply annually for renewal of the registration certificate by [date TBD] of each year.
(b) **Modifications.** An application for a modification of a Short-term Rental Unit certificate is necessary when:
  (1) The number of bedrooms is proposed to increase.

SHORT-TERM RENTAL UNIT CERTIFICATE APPLICATION
INFORMATION AND GUIDELINES

A Short-term Rental Unit Certificate (Certificate), as required by Chapter 6, Article V of the Town of Bluffton Code of Ordinances, must be obtained prior to advertising, leasing or operating any dwelling unit as a short-term rental unit (as defined below). To be processed, a Short-term Rental Unit Certificate application must be competed in full, with all required supplemental information completed and attached with the submission. A separate application is required for each short-term rental unit. *Note: Apply for a Home Occupation Permit if you intend to operate a Bed and Breakfast Homestay—the leasing of one bedroom within your home for less than 30 days.*

GENERAL INFORMATION

a. For each dwelling unit to be rented, including accessory dwelling units, an initial application is required to register the unit and obtain a Certificate; annual renewal of the Certificate is also required.
b. A Certificate is nontransferable; a change of ownership of the short-term rental unit shall require the new owner to obtain a transfer short-term rental unit certificate.

DEFINITIONS

a. ***Short-term Rental Unit:*** A lodging accommodation where, in exchange for compensation, a residential dwelling in its entirety, is rented for less than 30 consecutive days to transient guests. *(Note: The rental of no more than one bedroom within a proprietor-occupied dwelling for less than 30 days is a Bed and Breakfast Homestay.)*

b. ***Transient Guest:*** A person who lodges at a place other than his usual place of residence, in exchange for compensation, for less than 30 consecutive days.

LOCATION AND CONDITIONS

a. Short-term rental units are permitted in the AG, RMU, RG, NC, GM, RV-HD, NCV-HD, NG-HD, NCE-HD and NC-HD zoning districts as a conditional use and shall comply with the Unified Development Ordinance and Chapter 6, Article V of the Code of Ordinances.

b. Maximum occupancy shall be limited to two (2) persons per bedroom, plus two (2), not to exceed sixteen (16) occupants per unit. For the purpose of calculating maximum occupancy, only individuals over the age of thirty-six (36) months shall be included.

c. Off-street parking shall be provided at a ratio of one (1) parking space per bedroom. Cars shall not block sidewalks.

RESPONSIBLE PARTY

The property owner or the short-term rental unit agent designated by the property owner shall serve as the Responsible Party. A short-term rental agent who is not the property owner must obtain a Town of Bluffton business license. A Responsible Party will serve as the primary contact, must be at least 18 years of age or older and must be able to perform the duties listed below:

1. Be available twenty-four (24) hours a day, seven (7) days a week at the phone number(s) listed on the application;
2. Be willing and able to come to the short-term rental unit property within one (1) hour following notification to address issues related to the property;
3. Be authorized to receive service of any legal notice on behalf of the owner for violations of the Town of Bluffton General Code of Ordinances and/or the Unified Development Ordinance; and,
4. Be able to produce copies of the executed rental or lease agreement for current to occupants as needed.

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SHORT-TERM RENTAL UNIT CERTIFICATE APPLICATION INFORMATION AND GUIDELINES (CONTINUED)

LICENSES, CERTIFICATES, AND TAX RECEIPTS REQUIRED:

No person shall rent or lease a dwelling unit as a short-term rental unit without initially and on a continuing basis:

1. Obtaining a short-term rental unit certificate from the Town of Bluffton;
2. Obtaining a business license from the Town of Bluffton (owner);
3. If the short-term rental agent is not the owner, the rental agent shall also obtain a business license from the Town.
4. Providing a notarized Life-Safety Affidavit, as described below;
5. Providing a Property Owners Responsibilities and Acknowledgement Affidavit;
6. ATAX Forms

RENEWALS, TRANSFERS, AND MODIFICATIONS:

a. *Renewals*

All short-term rental unit certificate holders must apply annually for renewal of the registration certificate by [Dated TBD] of each year. If no changes to the dwelling unit have occurred since the issuance of the most recent certificate, no additional documentation is required to accompany the certificate application.

b. *Transfers*

If a property with a short-term rental unit is sold and the operation of the rental unit is to continue, an application to transfer the certification must be submitted.

c. *Modifications*

An application for a modification of a short-term rental unit certificate is necessary when:

1. The number of bedrooms is proposed to increase; and/or
2. The occupancy is otherwise proposed to increase.

LIFE-SAFETY AFFIDAVIT:

a. Prior to the issuance of an initial short-term rental unit certificate, a life-safety affidavit must be completed and submitted with the short-term rental unit certificate application.

b. The Town of Bluffton will not perform a building inspection of the short-term rental unit; however, you are encouraged to have an independent inspection prior to the initial leasing of the unit, including deck, balcony and dock inspections, as applicable.

CERTIFICATE & GUEST INFORMATION POSTING REQUIREMENT

The following documents must be posted in the short-term rental unit in a conspicuous location (e.g., back of door of the main entrance, refrigerator):

a. A copy of the Short-Term Unit Rental Certificate;
b. A "Guest Information" document that includes the following:

1. Name, address, and phone numbers of the short-term rental unit Responsible Party;
2. Maximum occupancy of the unit;
3. Maximum number of vehicles that can be parked at the unit and the location of allowable off-street parking spaces;
4. Schedule of solid waste pick-up.
5. Emergency numbers for local police and fire; and
6. Location of the nearest hospital.

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SHORT-TERM RENTAL UNIT CERTIFICATE APPLICATION

To be processed, this Short-term Rental Unit Certificate application must be competed in full, with all required supplemental information completed and attached with the submission. A Short-term Rental Unit Certificate must be approved and issued prior to advertising, leasing or operating any dwelling unit as a short-term rental unit. Failure to comply will cause an application to be denied if it has been submitted but not approved; further, it will prevent any future applications for the same property from being reviewed by the Town of Bluffton for a year from the date of the initial denial.

TYPE OF APPLICATION

INITIAL _____ RENEWAL _____ TRANSFER _____ MODIFICATION _____

SHORT-TERM RENTAL UNIT FEES	FEE
Initial Registration	TBD
Annual Renewal of Registration	TBD
Registration Certificate Transfer of Ownership	TBD
Registration Certificate Modification (more occupants, bedrooms)	TBD

SHORT-TERM RENTAL UNIT PROPERTY INFORMATION

Physical Street Address _____

Property Identification Number _____

Zoning District _____ Type of Dwelling Unit _____ No. of Bedrooms _____

PROPERTY OWNER INFORMATION

Property Owner Name _____ Business Name _____

Mailing Address (*Street*) _____

City _____ State _____ Zip Code _____

Phone Number (Primary) _____ Phone Number (Secondary) _____

E-Mail _____

LICENSED RENTAL AGENT INFORMATION

Property Owner Name _____ Business Name _____

Mailing Address (*Street*) _____

City _____ State _____ Zip Code _____

Phone Number (Primary) _____ Phone Number (Secondary) _____

E-Mail _____

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REQUIRED DOCUMENTATION	APPLICANT INITIALS
Short-term rental unit certificate application with application fee	
Town of Bluffton Property Owner Responsibilities Acknowledgement Affidavit	
Town of Bluffton Life-Safety Affidavit	
Short-term Rental Agent Affidavit (if applicable)	
Copy of "Guest Information" document	
ATAX Form(s)	
Approval of a POA/ HOA	

I certify that the provisions and regulations set forth in the Town of Bluffton Code of Ordinances and Unified Development Ordinance shall be met.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate

This application shall bear the signature of all owner(s) and the authorized licensed rental agent, if any. Licensed rental agents authorized by a property owner(s) are required to complete the Property Owner Authorization Form and sign the Property Owner Responsibilities and Acknowledgements Affidavit.

_____ _____

Property Owner Signature Licensed Agent Signature

_____ _____

Printed Name of Property Owner Printed Name of Licensed Agent

By signing this document, I hereby acknowledge that I have read and understand the responsibilities regarding the operation of a Short-term Rental Unit on this _____ day of _____ , 20_____.

_____

Property Owner Signature

_____

Printed Name of Property Owner

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SHORT-TERM RENTAL UNIT OWNER RESPONSIBILITIES AND ACKNOWLEDGEMENTS AFFIDAVIT

I, _____, hereby certify and acknowledge by my initials next to each item below, and by my signature on the Short-Term Rental Unit Certificate Application, that:

GENERAL

_____ I have answered and/or confirmed all information required by the Short-term Rental Unit Certification application and provided required supplemental information. Further, I understand that any approval issued based on incorrect, false or misrepresented information may be null and void and may be subject to penalty as provided by law.

_____ I have reviewed the Short-term Rental Unit Certificate; Unified Development Ordinance; and, Chapter 6, Article V (*Short-Term Rental Unit Certificate*) and understand and will comply with the requirements.

_____ I confirm that the Short-term Rental Unit use is not prohibited by any agreements, covenants, rules and regulations, declarations or other restrictions.

_____ I acknowledge that the certification number assigned to the Short-term Rental Unit must appear in any advertisement of the rental unit.

_____ I will maintain compliance initial and ongoing compliance with the Short-term Rental Unit Standards contained in the Unified Development Ordinance and Chapter 6, Article V of the General Code of the Town of Bluffton, as may be amended, and all other applicable local, state and federal laws, regulations and standards as may be applicable and amended.

LICENSING, INSURANCE, TAXES

_____ I acknowledge that operation of a Short-term Rental Unit is subject to local, county and state taxes, including but not limited to property, sales, use, and accommodations taxes, and are liable for the payment thereof as established by state law and the Town of Bluffton Code of Ordinances. The local accommodations fee must be transmitted to the Town by [date] each month.

_____ I understand that I am aware that if my property is qualified for the 4% Legal Residence exemption, the use of the property as a Short-term Rental Unit must be reported to the Assessor in writing within six (6) months of the change in use or beginning of the use. Use of the property for a Short-term Rental Unit may result in the full or partial loss of the 4% Legal Residence exemption or may result in the denial of that exemption for a pending application.

LIFE-SAFETY

_____ I will ensure compliance with [cite applicable codes], as amended.

_____ I acknowledge that the Town of Bluffton will not perform a building inspection of the Short-term Rental Unit.

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_____ I understand that construction work, including but not limited to renovations and alterations, may require a permit prior to commencing construction, and that I will contact the Town of Bluffton to confirm whether a permit is required.

TRANSIENT GUEST INFORMATION & CONDUCT

_____ I agree to use my best efforts to assure that use of the Short-term Rental Unit and the premises by transient guests will not disrupt the surrounding neighborhood nor interfere with the rights of neighboring property owners to the quiet enjoyment of their property.

_____ I agree to post a copy of the Short-term Rental Unit Certificate and Guest Information Sheet in the Short-term Rental Unit in a conspicuous place and update information as needed.

_____ I understand that the Short-term Rental Unit is to be used by transient guests only for a lodging accommodation.

_____ I must keep a guest register to include the name(s), address, date of occupancy and other contact information for each signatory on the rental agreement.

_____ I will maintain compliance initial and ongoing compliance with the Short-term Rental Unit Standards contained in the Unified Development Ordinance and Chapter 6, Article V of the General Code of the Town of Bluffton, as may be amended, and all other applicable local, state and federal laws, regulations and standards as may be applicable and amended.

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SHORT-TERM RENTAL UNIT LIFE-SAFETY CHECKLIST

I hereby certify and acknowledge by my initials below, and by my signature on the Short-Term Rental Unit Certificate Application, that:

_____ I acknowledge that the Town of Bluffton will not perform a building inspection of the Short-term Rental Unit.

_____ I acknowledge that the Town of Bluffton encourages Short-term Rental Unit owners to have an independent inspection or inspections prior to the initial leasing of the unit, which may include mechanical, electrical and plumbing systems, as well as decks, balconies and docks, as applicable, to ensure transient guest safety.

_____ I acknowledge that the Short-term Residential Unit was not designed, constructed nor inspected as a commercial lodging establishment, and that compliance with these minimum guidelines is a suggestion by the Town of Bluffton rather than a requirement.

_____ I will comply [reference compliance with applicable minimum local, state and federal codes and laws.]

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ATTACHMENT 3

SHORT-TERM RENTAL UNIT RENTAL AGENT AUTHORIZATION

I, _____, hereby designate _____
Name of Short-term Rental Unit Owner Name of Short-term Rental Unit Agent

to serve as the Responsible Party with regards to the following duties and responsibilities relating to the management of my Short-term Rental Unit located at _____. The Short-term Rental Agent is charged with maintaining good relations between transient guests, neighbors and the Town of Bluffton.

As the Short-term Rental Unit agent, I, _____, certify and acknowledge by my initials below, and by my signature on the Short-Term Rental Unit Certificate Application, that:

_____ I am at least 18 years of age.

_____ I will be able to arrive on the premises within one (1) hour of notification by the Town of Bluffton or any emergency agency.

[Remainder to be completed]

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ATTACHMENT 3

SHORT-TERM RENTAL UNIT ANNUAL INSPECTION CHECKLIST

This inspection must be completed by a qualified home inspector, electrician, or South Carolina Certified Building Inspector. The Town of Bluffton Building Inspectors will not complete these inspections. This document signed by the company completing the inspection must accompany the request for a new business license or your renewal documents.

Is the dwelling protected by a fire sprinkler system? Yes ___ No ____

Is the dwelling protected by a full fire alarm system? Yes ___ No ____

Are there smoke detectors inside each bedroom? Yes ___ No ____

Are there smoke detectors outside each bedroom? Yes ___ No ____

Are there smoke detectors on each level? Yes ___ No ____

Are there gas appliances or an attached garage Yes ___ No ____

If yes, are there CO detectors Yes ___ No ____

Do the windows in each bedroom meet requirements for emergency egress?

Yes ___ No ____

Is the electrical panel accessible and easily identified? Yes ___ No ____

Does the dwelling have the proper fire extinguishers? Yes ___ No ____

Are there handrails on any stairs? Yes ___ No ____

Do exits meet Code requirements? Yes ___ No ____

Are the address numbers posted, visible from the street?

Yes ___ No ____

Are there GFCI receptacles in the kitchen, bathrooms and near sinks?

Yes ___ No ____

Provide a letter from the homeowners' insurance company that they know this structure is being used as a short-term rental property.

_____ _____

Inspection completed by Date

_____ _____

Company Name SC License #

_____ _____

Owners signature Date

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TOWN COUNCIL

STAFF REPORT
Department of Growth Management

MEETING DATE:	July 14, 2020
PROJECT:	Review of Proposed Text Amendments to the Town of Bluffton Code of Ordinances Relating to the Definition of Contributing Structures and the Incorporation of the Inventory of Contributing Structures, Specifically Changes to Chapter 23 – Unified Development Ordinance, Article 3 – Application Process, Article 4 – Zoning Districts, and Article 9 – Definitions and Interpretations
PROJECT MANAGER:	Heather Colin, AICP Director of Growth Management

REQUEST: Provide Direction on proposed text amendments to the Town of Bluffton Code of Ordinances, Relating to the Definition of Contributing Structures and the Incorporation of the Inventory of Contributing Structures, Specifically Changes to Chapter 23 – Unified Development Ordinance, Article 3 – Application Process, Article 4 – Zoning Districts, and Article 9 – Definitions and Interpretations

BACKGROUND: As defined by the UDO, a contributing structure is "Any property, structure, or architectural resource which was designated as "contributing" in the Bluffton Historic District's 1996 nomination to the National Register of Historic Places, or in the in the most recent Bluffton Historic Resource Survey, or any other structure designated as a Contributing Structure as provided for in Section 3.25. The complete demolition of a "Contributing Structure" or removal of a "Contributing Structure" from the Bluffton Historic Resource Survey shall cause the structure to no longer be considered "contributing."

The definition does not explain the characteristics of a contributing structure and is also unnecessarily complicated and confusing as multiple sources must be referenced to obtain the complete list of structures. Therefore, as part of updating the definition of contributing structure, the inventory list is proposed to be included in the UDO as Section 9.7 (Town of Bluffton Contributing Resources). The term "contributing resource" is proposed for the list as two coves (Heyward and Huger) were included as part of the 1996 National Register of Historic Places listing. Resources can include structures, buildings, sites, objects and landscapes.

All of the resources shown on the inventory in Attachment 1 have been previously listed in 1996 (National Register) or in 2001 or 2008 (local historic resources surveys). There are no changes to the have been removed from the list. Contributing resources may be listed nationally, locally or both. All structures that contribute to the National Register have been designated as local contributing structures; however, not all local contributing

structures are nationally contributing. Local contributing structures, all of which are presently in Old Town Bluffton Historic District, must comply with the design requirements of UDO Sec. 5.15 (Old Town Bluffton Historic District) and receive a Certificate of Appropriateness (COFA) for any modifications to the exterior appearance, including alterations and additions. Additionally, a COFA is required to relocate or demolish a contributing structure as specified in UDO Sec. 3.18 (Certificate of Appropriateness – Historic District).

A historic resource survey was undertaken in 2019 to resurvey the Old Town Historic District and to survey the Buck Island-Simmonsville and Goethe corridors. This survey has not yet been adopted by Town Council. Any structures that are identified as eligible for listing will not be included as part of the historic resource inventory list proposed with these amendments. To be included on the contributing resource inventory list, the designation process described in UDO Sec. 3.25 (Designation of Contributing Structure) must be followed. The survey data is under evaluation to determine if additional structures may qualify for potential designation. Existing contributing structures are shown on the attached Historic Resource Map (See Attachment 2).

All structures appearing on the contributing resource list would be eligible to apply for a special tax assessment for contributing structures known as the "Bailey Bill," if adopted in the future. The Bailey Bill is being pursued by Town Staff as part of an FY2018-2019 Strategic Action Plan initiative. This special assessment permits a property owner to lock-in the taxable assessed value of the property based on its fair market value prior to rehabilitation. Taxes are not paid on the increased value of the property until the special assessment period ends, which could be up to 20 years.

The Historic Preservation Commission (HPC) reviewed the proposed amendments on July 1, 2020 and did not suggest any changes.

See Attachment 1 for proposed amendments.

CONSIDERATIONS: Items for Town Council consideration in this matter, include, but are not limited to, the following:

1. Does Town Council want staff to move forward with the proposed amendments?

2. Are there any additional changes Town Council would like to be included?

RECOMMENDATION: To forward the amendments to the Planning Commission for a Public Hearing, followed by a first and second reading/public hearing by Town Council.

NEXT STEPS:

UDO Text Amendment Procedure	Date	Complete
Step 1. Town Council Workshop	July 14, 2020	✓
Step 2. Planning Commission Public Hearing and Recommendation	July 22, 2020	✓
Step 3. Town Council – 1st Reading (Tentative)	August 11, 2020	
Step 4. Town Council Meeting – Final Reading and Public Hearing (Tentative)	September 8, 2020	

ATTACHMENTS:

1. Proposed Amendments
2. Existing Historic Resource Map

CONTRIBUTING STRUCTURES

The following sections of the Unified Development Ordinance are proposed to be amended:

Article 9: Definitions and Interpretation
Sec. 9.2 (Contributing Structure)

To use consistent terms throughout the UDO, the term "Historic Structure" is proposed to be eliminated and replaced with "Contributing Structure" where appropriate. The term "historic structure" appears six times in the UDO. A revised definition of Contributing Structure identifies general characteristics, distinguishes the Town's two historic districts and provides a cross-reference to the list of contributing structures proposed to be placed into the UDO.

~~**Historic Structure:** Any structure that is;(a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register: (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district: (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior (see note at end); or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (see note at end) a. By an approved state program as determined by the Secretary of the Interior, or b. Directly by the Secretary of the Interior in states without approved programs.~~

Contributing Structure: ~~Any property, structure, or architectural resource which was designated as "contributing" in the Bluffton Historic District's 1996 nomination to the National Register of Historic Places, or in the in the most recent Bluffton Historic Resource Survey, or any other structure designated as a Contributing Structure as provided for in Section 3.25. The complete demolition of a "Contributing Structure" or removal of a "Contributing Structure" from the Bluffton Historic Resource Survey shall cause the structure to no longer be considered "contributing."~~

Contributing Structure: Any structure that adds to the historic, architectural or archeological associations, qualities or values relating to the documented significance of the property, and that possesses historical integrity through location, design, setting, materials, workmanship, feeling and association or may yield important information about the property. A Contributing Structure may be listed individually, separate from a historic district; or, it may be listed with other contributing resources that, as a collection, contribute to a local and/or national historic district's sense of time, place and historic development. Old Town Bluffton Historic District is a local historic district; Bluffton Historic District, listed on the National Register of Historic Places, is a national historic district. Some contributing structures may be listed locally and nationally. All contributing structures are listed in *Sec. 9.7, Contributing Resources*.

Article 9: Definitions and Interpretation
Sec. 9.7 (Contributing Resources)

Table 9.7 lists all contributing resources within the Town of Bluffton. Certain actions relating to contributing resources will require approval of a Certificate of Appropriateness as specified in Sec. 3.18 of this Ordinance.

Table 9.7
Town of Bluffton Contributing Resources

Street	Survey No.	Street	Survey No.	Street	Survey No.
23 Boundary St	046-0087	5A Calhoun St	046-0062	1253 May River Rd Unit A (previously 1251)	046-0101
38 Boundary St (previously 7 Lawton)	046-0091	12 Calhoun St	046-0063	1256 May River Rd	046-0103
43 Boundary St	046-0086	20 Calhoun St	046-0065	1257 May River Rd (previously 1253 & 1255 May River Rd)	046-0102
70 Boundary St	046-0084	26 Calhoun St	046-0066	1268 May River Rd	046-0047
70 Boundary St	046-0084.1	27 Calhoun St	046-0069	1281 May River Rd (previously 212 Goethe Rd)	046-0104
70 Boundary St	046-0084.2	32 Calhoun St	046-0067	1282 May River Rd	046-0105
82 Boundary St	046-0083	37 Calhoun St	046-0070	1288 May River Rd (previously 1292 May River Rd)	046-0106
84 Boundary St	046-0082	38 Calhoun St	046-0068	1300 May River Rd	046-0059.1
95 Boundary St	046-0081	45 Calhoun St	046-0051 (previously 046-5002)	60 Pritchard St	046-0110
34 Bridge St	046-0116	44 Calhoun St	046-0071	99 Pritchard St	046-0115
45 Bridge St	046-0118	56 Calhoun St	046-0072	103 Pritchard St	046-0111
48 Bridge St	046-0117	58 Calhoun St	046-0093.1	115-A Pritchard St	046-0112
76 Bridge St (previously 78 Bridge)	046-0119	80 Calhoun St	046-0073	130 Pritchard St	046-0114
92 Bridge St	046-0122	82 Calhoun St	046-0074	131 Pritchard St	046-0113
101 Bridge St	046-0098	85 Calhoun St	00046 -0075	131 Pritchard St	046-0113.1
113 Bridge St	046-0125	94 Calhoun St	046-0076	7 Shults Rd	046-0048
121 Bridge St	046-0127	101 Calhoun St	046-0053	34 Thomas Heyward St	046-0100
123 Bridge St	046-0128	110 Calhoun St	046-0078	35B Thomas Heyward St	046-5000

Table 9.7
Town of Bluffton Contributing Resources

Street	Survey No.	Street	Survey No.	Street	Survey No.
				(previously 29 T. Heyward)	
127 Bridge St	046-0129	111 Calhoun St	046-0079	2 Water St	046-0054
127 Bridge St	046-0129.1	10 Church St	046-0089	6 Water St	046-0077
127 Bridge St	046-0129.2	40 Colcock St	046-0056	10 Water St	046-0080
127 Bridge St	046-0129.3	46 Colcock St	046-0120	3 Wharf St	046-0096
137 Bridge St	046-0131	53 Colcock St (previously 51 Colcock)	046-0121	75 Wharf St	046-0132
137 Bridge St	046-0131.1	15 Dubois Ln (previously 13 Dubois)	046-0095	Heyward Cove	n/a
6 Bruin Rd	046-0108	48 Guerrard Ave	046-0099	Huger Cove	n/a
9 Bruin Rd (previously 209 Bluffton Rd)	046-0107	47 Lawrence St	046-0094		
12 Bruin Rd	046-0109	65 Lawrence St	046-0092		
1 Calhoun St (previously 970 Calhoun)	046-0059	3 Lawton St (previously 37 Calhoun)	046-0050		
4 Calhoun St	046-0060	1233 May River Rd	046-0045		
5 Calhoun St	046-0061	1244 May River Rd (previously 1246 May River Road)	046-0046 (previously 046-5001)		

Article 3: Application Process
Sec. 3.18.1 (Certificate of Appropriateness, Historic District, Intent)

The proposed amendments change "historic structures" to "contributing structures."

3.18.1 Intent
This Section is intended to provide procedures and standards to facilitate the review of Certificate of Appropriateness Applications within the Old Town Bluffton Historic District (HD) designated zoning districts and for all other ~~historic structures~~ Contributing Structures throughout the Town of Bluffton. Review of Certificate of Appropriateness ~~A~~pplications HD shall consider the following objectives:

A. Maintenance of the educational, cultural and general welfare of the public through the preservation, protection and enhancement of the old, historic, and/ or architecturally significant structures and areas in the Old Town Bluffton Historic District;

B. Maintenance of ~~historic structures~~ Contributing Structures as visible reminders of the history and cultural heritage of the Town of Bluffton as well as the Lowcountry region in accordance with the standards set forth in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings; and

C. Ensure that proposed activities foster the development of quality and innovative designs that respect and complement the eclectic character of the Old Town Bluffton Historic District.

Article 3: Application Process
Sec. 3.18.2 (Certificate of Appropriateness, Applicability)

This amendment makes clear that any contributing or non-contributing structure within an "HD" or Historic District zoning district must receive a Certificate of Appropriateness (COFA) when certain activities are proposed. The amendment also proposes to remove the requirement that any structure that is at least 50 years old and not within an HD district must also receive a COFA. Age alone does not make a structure contributing.

3.18.2 Applicability
Except for the removal or replacement of an existing manufactured home, no Contributing Structure or other structure ~~located~~ within a HD designated zoning district ~~or constructed 50 or more years ago within the limits of the Town,~~ may be erected, renovated, demolished, relocated or removed, in whole or in part, nor may the exterior architectural character of such structure be altered until a Certificate of Appropriateness HD has been issued for the project. The Historic Preservation Commission shall review applications for a Certificate of Appropriateness HD for any activity which:

A. Increases the area of the structure or building footprint;
B. Results in the cutting away of any exterior walls, partition or portion thereof;
C. The removal or cutting of any structural beam or load-bearing support or the removal or change of any required means of egress;
D. Changes in fenestration location
E. Requires a development plan or a demolition permit;
F. Results in the alteration of the exterior architectural character; and,
G. Is not otherwise able to be reviewed through a Site Feature Permit-HD.

Article 3: Application Process
Sec. 3.19.1 (Site Feature-Historic District, Intent)

The amendment in this section changes "historic structures" to "contributing structures."

This Section is intended to provide procedures and standards for the review of Site Feature Applications within the Old Town Bluffton Historic District (HD) designated zoning districts and for all other ~~historic structures~~ Contributing Structures throughout the Town of Bluffton. Review of Site Feature Application shall consider the following objectives:

Article 4: Zoning Districts
Sec. 4.2.11 (Neighborhood Center Historic District, NCE-HD)

The amendment in this section would change "historic" structure to "existing" structure as all buildings, not just historic buildings, help to create a mixed-use environment.

A. Purpose and Intent. The NCE-HD district is the historic center of shops, residences, and workplaces in the Old Town Bluffton Historic District. The zone has been created to protect the historic and eclectic character of the area.

B. The continued reuse of ~~historic~~ existing structures will help to create a complete mixed use environment and careful infill development that will respect the existing buildings with regards to building placement, massing and scale. The NCE-HD district is a place where the greatest range of traditional building types are expected and encouraged.

Article 4: Zoning Districts
Sec. 4.4.5.A.6. (Conditional Use Standards, Industrial, Telecommunications Towers, Additional Standards)

The amendment in this section changes "historic structure or site" to "contributing resource" and references the inventory.

6. Additional Standards.
a. Only monopole structures will be allowed.
b. No structure shall adversely affect any ~~historic structure or site~~ contributing resource as identified in Sec. 9.7.

Article 3: Application Process
Sec. 3.25.4 (Designation of Contributing Structure, Effect of Approval)

The amendment in this section provides a reference to the proposed contributing resource inventory list in Sec. 9.7. Newly designated contributing resources would be added by text amendment.

~~Following approval of a Designation of Contributing Structure application by Town Council, the UDO Administrator shall designate the structure as a Contributing Structure on the inventory of historic properties.~~

Designated Contributing Structures shall be included in the inventory of contributing resources for the Town of Bluffton by addition to *Table 9.7, Town of Bluffton Contributing Resources*, of this Ordinance.

Map Number	Structure Name	Address
1	The Bluff	130 Pritchard St
2	Pritchard House	131 Pritchard St
3	Bruin House	1281 May River Rd
4	Old Bruin Cottage	6 Bruin Rd
5	Simmons-Joiner House	12 Bruin Rd
6	Hugh O'Quinn Cottage	1256 May River Rd
7	Bluffton Antiques and Gifts	12 Calhoun St
8	Bluffton Tabernacle	10 Church St
9	Pluff Mudd Art	27 Calhoun St
10	Maye River Gallery / Hudson House	37 Calhoun St
11	Carson Cottage	38 Calhoun St
12	Orage Cottage	92 Bridge St
13	Sara Riley Hooks Cottage	76 Bridge St
14	Deer Tongue Warehouse	1257 May River Rd
15	Apple a Day	1233 May River Rd
16	Coburn Liquor Store / Red Dot	1282 May River Rd
17	Planters Mercantile Building	20 Calhoun St
18	Campbell Chapel AME Church	23 Boundary St
19	Patz Brothers House	26 Calhoun St
20	Fishbone Gallery and Gifts	45 Calhoun St
21	Board and Batten House	43 Boundary St
22	Peeples' Store	56 Calhoun St
23	Guerrards Bluff / Mercer House	127 Bridge St
24	Heyward House	70 Boundary St
25	Tyson-Derst Cottage	113 Bridge St
26	Colcock-Teal House	46 Colcock St
27	Seven Oaks	82 Calhoun St
28	The Guilford House	82 Boundary St
29	Fripp House	48 Bridge St
30	The Card House	34 Bridge St
31	Allen-Lockwood House	94 Calhoun St
32	Bluffton United Methodist Church	101 Calhoun St
33	Huger Gordon House	6 Water St
34	Pine House	95 Boundary St
35	The Garvin-Garvey House	101 Bridge St
36	Walker House	99 Pritchard St
37	Cordray House	1 Calhoun St
38	Mulligan House	44 Calhoun St
39	Beech House	65 Lawrence St
40	Fripp-Lowden House	80 Calhoun St
41	The Cantrell House	84 Boundary St
42	Church of the Cross	110 Calhoun St
43	Whitney Cottage	10 Water St
44	St. John Baptist Church	103 Pritchard St
45	Squire Pope Carriage House	111 Calhoun St

Map Number	Structure Name	Address
46	The Hope House	121 Bridge St
47	Williams Cottage	1253 May River Rd Unit-A
48	Peeples Barn	56 Calhoun St
49	Oyster Factory Site	75 Wharf St
50	John A. Seabrook House	47 Lawrence St
51	D. Hasell Heyward Sr. House	32 Calhoun St
52	Hancock Long House	123 Bridge St
53	Joyner House	9 Bruin Rd
54	The Cogwell Cottage	1244 May River Rd
55	Nathaniel Brown's Cottage	1268 May River Rd
56	7 Shults Rd	7 Shults Rd
57	Lawrence Lee Home	2 Water St
58	Martin Alston's Store	4 Calhoun St
59	Robert Bruin Home	5 Calhoun St
60	Baldy Bruin's Store	5A Calhoun St
61	Graves House	85 Calhoun St
62	Heyward House - Slave Quarters	70 Boundary St
63	Heyward House - Summer Kitchen	70 Boundary St
64	38 Boundary Street	38 Boundary St
65	Ed and Lize Johnson Home	15 Dubois Ln
66	Corinne Heyward Home	3 Wharf St
67	48 Guerrard Avenue	48 Guerrard Ave
68	Nellie and Leroy Brown Cottage	34A Thomas Heyward St
69	Old School House	60 Pritchard St
70	115-A Pritchard Street	115-A Pritchard St
71	The Rate	45 Bridge St
72	Guerrard's Bluff Cottage	127 Bridge St
73	Guerrard's Bluff/ Cook's Cottage	127 Bridge St
74	Guerrard's Bluff Barn	127 Bridge St
75	The Lowden Home	137 Bridge St
76	The Lowden Gatehouse	137 Bridge St
77	Calhoun Street Café	3 Lawton St
78	40 Colcock Street	40 Colcock St
79	Cedar Bluff	53 Colcock St
80	75 Bridge Street	75 Bridge St
81	28 Maiden Lane	28 Maiden Ln
82	98 Bridge Street	98 Bridge St
83	14 Calhoun Street	14 Calhoun St
84	Abraham Gadson House	35B Thomas Heyward St
85	Coburn House	1288 May River Rd
86	The Pritchard Street Cottage	131 Pritchard St
87	The Praise House	1 Calhoun St
88	Heyward Cove	
89	Huger Cove	

Town of Bluffton
Beaufort County, SC

INFORMATION TECHNOLOGY DEPARTMENT

Historic Resource Map

Legend

CONTRIBUTING STRUCTURES

- Existing
- Demolished

JURISDICTIONAL

- Bluffton National Register Historic District
- Old Town Bluffton Historic District
- Town of Bluffton outside of HD
- Beaufort County

HYDROLOGY

- Marsh
- Water

Current: 6/30/2020

0 100 200 400 Feet

Map Prepared By:
Ryan J. Coleman, GISP

NORTH

DISCLAIMER:
This map was created by the Town of Bluffton and is solely intended to be used as a graphical representation for the Town of Bluffton. The GIS maps and data distributed by the Town of Bluffton are derived from a variety of public and private sector sources considered to be dependable, but the accuracy, completeness and currency thereof are not guaranteed. The Town of Bluffton makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the town's Geographic Information Systems database. Additionally, the Town of Bluffton or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form.

TOWN COUNCIL

STAFF REPORT
Department of Growth Management

MEETING DATE:	July 14, 2020
PROJECT:	Review of Proposed Text Amendments to the Town of Bluffton Code of Ordinances Relating to Unsafe and Uninhabited Structures and Pro-Active Preservation of Contributing Structures, Specifically Changes to Chapter 23 – Unified Development Ordinance, Article 3 – Application Process Structure and Article 9 Definitions and Interpretations
PROJECT MANAGER:	Heather Colin, AICP Director of Growth Management

REQUEST: Provide Direction on Text Amendments to the Town of Bluffton Code of Ordinances Relating to Unsafe and Uninhabited Structures and Pro-Active Preservation of Contributing Structures, Specifically Changes to Chapter 23 – Unified Development Ordinance, Article 3 – Application Process Structure and Article 9 Definitions and Interpretations

BACKGROUND: In the FY2018-2019 Strategic Action Plan, Town Council included an initiative to address "unsafe, uninhabited structures." Presently, the Official Construction Code regulates all such buildings throughout town, including contributing structures located within Old Town Bluffton Historic District.

At a February 13, 2018 Town Council workshop, Council directed staff to develop an ordinance specifically addressing the maintenance of historic contributing structures. Additionally, it was acknowledged that an update to the list of contributing structures would be necessary to determine if additional structures were eligible for listing.

The Town previously had a "Maintenance of Contributing Structures" ordinance in the Unified Development Code (UDC). When the Unified Development Ordinance (UDO) was adopted on November 11, 2011 to take the place of the UDC, the Maintenance of Contributing Structures ordinance was not included. The ordinance, as it existed as of November 9, 2010, is attached as Attachment 2.

A "Maintenance of Contributing Structures" ordinance is a valuable tool for historic preservation. It is more commonly known as a "Prevention of Demolition by Neglect" ordinance or a "Pro-active Preservation" ordinance. The purpose is to provide a process by which the Town can intervene to ensure that such structures are not permitted to deteriorate and/or become destabilized to such a degree that partial or full demolition may be necessary due to a lack of regular maintenance and repair, whether intentional or not.

As defined by the UDO, a contributing structure is "Any property, structure, or architectural resource which was designated as "contributing" in the Bluffton Historic District's 1996 nomination to the National Register of Historic Places, or in the in the most recent Bluffton Historic Resource Survey, or any other structure designated as a Contributing Structure as provided for in Section 3.25. The complete demolition of a "Contributing Structure" or removal of a "Contributing Structure" from the Bluffton Historic Resource Survey shall cause the structure to no longer be considered "contributing." This definition is proposed to be revised to provide more exact and clear language regarding the characteristics of a contributing structure. A map of existing contributing structures is provided as Attachment 3.

For this initiative, Town Staff reviewed the previous "Maintenance of Contributing Structures" ordinance. While there are elements of the ordinance that are desirable, Town Staff believes that the minimum conditions constituting "neglect" could be more substantial and the process more streamlined. This decision was supported by research of similar ordinances from other communities, including Savannah; New Orleans; Charlottesville, Virginia; and Raleigh and Durham, North Carolina. Charleston does not have such an ordinance.

Proposed Ordinance: The pro-active preservation process begins when an application is received by the UDO Administrator stating that a contributing structure may have one or more possible conditions of neglect, as specified by ordinance. The application may be submitted by the public or Town Staff.

If any condition exists, the UDO Administrator would consult with the Building Official to determine if any condition may be an immediate threat to persons or property. If none, the UDO Administrator would then contact the property owner by mail, outlining alleged condition(s) of neglect and requesting a meeting to discuss. Ideally, the property owner and the Town would come to an agreement as to how the condition(s) would be corrected and the date for completion, which would be outlined in a final determination letter. If the property owner disagrees, the decision could be appealed to the Historic Preservation Commission (HPC).

CONSIDERATIONS: Items for Town Council consideration in this matter, include, but are not limited to, the following:

1. Does Town Council want staff to move forward with the proposed Amendment?

2. Are there any additional changes Town Council would like to be included?

RECOMMENDATION: To forward the proposed amendments to the Planning Commission for a Public Hearing, followed by a first and second reading/public hearing by Town Council.

NEXT STEPS:

UDO Text Amendment Procedure	Date	Complete
Step 1. Town Council Workshop	July 14, 2020	✓
Step 2. Planning Commission Public Hearing and Recommendation	July 22, 2020	✓
Step 3. Town Council – 1st Reading (Tentative)	August 11, 2020	
Step 4. Town Council Meeting – Final Reading and Public Hearing (Tentative)	September 8, 2020	

ATTACHMENTS:

1. Proposed Amendments
2. Former Maintenance of Contributing Structures Ordinance
3. Historic Resource Map

3.26 Proactive Preservation and Maintenance of Contributing Structures.

3.26.1 Intent.

The intent of this Section is to provide a process for the early detection of deterioration, structural weakness or other Conditions of Neglect of any Contributing Structure, as designated in Section 9.7, due to the absence of routine maintenance and repair and to develop a plan for remediation. This process is intended to encourage proactive preservation before irreversible damage occurs that jeopardizes the integrity and status of a Contributing Structure. This process is also intended to prevent 'demolition by neglect,' wherein the unabated deterioration of a Contributing Structure may cause rehabilitation to no longer be feasible and partial or full demolition to be necessary. For purposes of this Section, the term "Contributing Structure" shall include related site features as described in Sec. 3.26.2.J.

3.26.2 Conditions of Neglect.

A property owner shall maintain or cause to be maintained the exterior features and structural elements of a Contributing Structure and shall not allow Conditions of Neglect to occur. If the Contributing Structure is found to have any of the conditions listed herein, the property owner shall repair the structure as described within this Section. It shall be a violation of this UDO to not remedy a Condition of Neglect within the timeframe set by a final determination, as described in subsequent subsections of this Section.

Conditions of Neglect include the following:

A. Deterioration, or the improper or inadequate attachment of any exterior feature that may create or permit the creation of any hazardous or unsafe conditions to persons and property;

B. Deterioration of flooring or floor supports, ceilings, roofs or other horizontal members that are insufficient to carry the loads imposed safely, or that causes leaning, sagging, splitting, listing or buckling;

C. Fireplaces and chimneys which list, buckle, split, lean, or settle due to defect or deterioration or are of insufficient size or strength to carry the loads imposed safely;

D. Deterioration, crumbling or loose exterior stucco, mortar, brick, plasters or other siding;

E. Broken, missing, deteriorated or inadequate roofing materials or roof components, window glass, sashes, or frames, or exterior doors or door frames;

F. Deterioration of exterior stairs, porches, handrails, cornices, entablatures, wall facings and architectural details that caused delamination, instability, loss of shape and form, or crumbling;

G. Deteriorated, defective or insufficient protection or lack of weather protection for foundations, exterior wall and roof coverings, including paint, or weathering due to lack of paint or other protective covering that causes structural deficiencies or jeopardizes structural integrity;

H. Rotting, holes and other forms of decay;

I. Any fault, defect, or condition in the structure which renders it structurally unsafe or not properly watertight;

J. Lack of maintenance of site features, such a walls, fences, gates, walkways, other appurtenances, and signs; and,

K. Deterioration that has a detrimental effect on the surrounding historic district, or on the special character of the Contributing Structure.

3.26.3 Process and Administration.

A. **UDO Administrator Investigation and Determination.**

1. **Initiation by Petition.**
   The UDO Administrator may initiate an investigation to determine the existence of one or more Condition(s) of Neglect upon receipt of an application, on a form prepared by the Town of Bluffton, from any interested persons.

   Upon review of the petition, the UDO Administrator may consult with the Building Official to determine if any alleged Condition of Neglect constitutes an immediate danger to life, health, safety or property as described in Section 5-259 of the Town of Bluffton General Code of Ordinances. If an immediate danger is determined to exist, the Building Official may initiate the process described in Chapter 5 (Official Construction Code), Article V (Unsafe Buildings/Structures) of the Town of Bluffton General Code of Ordinances to abate the danger.

2. **Notice of Investigation.**
   a. If one or more of the Conditions of Neglect appear to exist and have not been identified as an immediate danger as described in Section 3.26.4.A, the UDO Administrator shall provide written notice to the property owner of the existence of any Condition of Neglect and the process for making a final determination on the petition, including any applicable deadlines. Among other things, the notice shall offer the property owner the opportunity to meet in person with the UDO Administrator and to present any relevant information.

   b. Notice shall be delivered by personal service, certified or registered mail, return receipt requested. If certified mail is refused or unclaimed, notice may be delivered by first class mail, and shall be considered received if such mail is not returned by the post office within 15 days of mailing.

      If the whereabouts of the property owner are unknown and cannot be reasonably determined after the exercise of reasonable diligence, the UDO Administrator shall make an affidavit to that effect, stating the steps taken to determine and locate persons in interest. The notice must then be served by publishing the notice once each week for two (2) consecutive weeks in a newspaper generally circulated within the town. Service is deemed received on the date of the second publication. Where published notice is provided, a notice of the pending proceedings must be posted in a conspicuous place on the premises thereby affected. Such notice shall also be filed with the Beaufort County Clerk of Court. Such filing shall have the same force and effect as other lis pendens notices provided by law.

3. **Responsibilities of the UDO Administrator.**

   The UDO Administrator shall:

   a. Investigate the allegation that a Condition of Neglect exists;

   b. Hold one (1) or more meetings at a time to be set by the UDO Administrator, in which the property owner may give information;

   c. Issue a written determination, supported by findings of fact, regarding the allegation within 30 days of the property owner's receipt of notice;

   d. Include within the determination a time period for correcting the Condition of Neglect, if a Condition of Neglect has been found, which may require a Certificate of Appropriateness-HD;

e. Deliver the written determination through any of the means for delivery of notice, as described above; and,

f. Designate the written determination as a final administrative determination with the right of appeal to the Historic Preservation Commission;

B. **Suspension of Process.**

The above process may be suspended in the event the property owner agrees in writing to correct the alleged Condition(s) of Neglect within a time period determined to be reasonable by the UDO Administrator. If the condition is not corrected within that time period, the process shall continue where it was suspended.

C. **Appeal of Determination by UDO Administrator.**

If the property owner disagrees with the UDO Administrator's determination, the property owner can appeal to the Historic Preservation Commission. The request shall be delivered to the UDO Administrator, in writing, within 15 days of receipt of the UDO Administrator's determination. Failure to request a hearing within the 15-day period shall constitute a waiver of this right.

The UDO Administrator's determination shall be considered an administrative determination, which has been appealed to the Historic Preservation Commission, and all procedures applicable to the Board of Zoning Appeals, as specified by the UDO shall apply to such hearings. The written decision of the Historic Preservation Commission shall include findings of fact and conclusions regarding Conditions of Neglect consistent with this Section. It shall be delivered to the appealing party by certified mail, return receipt requested. If the decision is not appealed, it shall be considered a final decision subject to enforcement with no rights of appeal.

D. **Other Town Powers; Town's Election of Remedies.**

Nothing contained within this Section shall diminish the Town's power to declare a building unsafe or in violation any other applicable statute or code. In addition, the procedures described herein are mandatory only for determinations being made solely under the authority of this Section. Where other sections of the Town Code apply, the Town may, in its discretion, choose to process any action regarding the property under such other provisions alone, or under such provisions along with these provisions concurrently, or solely under these provisions. The Town may also

suspend the procedures of this section at any time if an action has been initiated under other applicable law.

E. **Penalties and Remedies**

Enforcement of this Section shall be by one (1) or more of the following methods, and the institution of any action under any of these methods shall not relieve any party from any other civil or criminal proceeding prescribed for violations and prohibitions.

1. **Equitable Remedy.**
   The Town may apply for any appropriate equitable remedy to enforce the provisions of this Section.

2. **Order of Abatement.**
   The Town can apply for and the circuit court may enter an order of abatement. An order of abatement may direct that improvements or repairs be made, or that any other action be taken that is necessary to bring the property into compliance with this Article. Whenever the party is cited for contempt by the court and the Town has executed the order of abatement, the Town may have a lien on the property for the cost of executing the order of abatement.

NOT CURRENT 2020 UDO TEXT

ATTACHMENT 2

C. Exception to the smoke, odor, and noise standards prescribed, is hereby made for certain temporary activities, such as construction, land clearing, special events, and the like, where owning to the nature of such activity, temporary nuisance is unavoidable.

D. Exception to the noise level prescribed herein is hereby made for publicly owned airfields and landing strips.

3.2.5 Maintenance of Contributing Structures

A. Intent

The purpose of this ordinance is to permit the Town of Bluffton, through its Historic Preservation Commission, Planning and Growth Management Department and Building Safety Department, to protect its historic architectural resources by intervening when a Contributing Structure is undergoing "Demolition by Neglect". The term "Demolition by Neglect" refers to the gradual deterioration of a building when routine or major maintenance is not performed. A Demolition by Neglect citation determined by the Historic Preservation Commission is against the owner of the property for failure to properly maintain the contributing structure as per the specific criteria stated in the following sections.

B. Standards/Definitions

1. **Demolition by Neglect**: Abandonment or neglect in the maintenance of a building resulting in one (1) or more of the following conditions:
   - **a.** Deterioration of exterior walls, foundations, or other vertical support that causes leaning, sagging, splitting, listing, or buckling;
   - **b.** Deterioration of flooring or floor supports, roofs, or other horizontal members that causes leaning, sagging, splitting, listing, or buckling;
   - **c.** Deterioration of external chimneys that causes leaning, sagging, splitting, listing, or buckling;
   - **d.** Deterioration or crumbling of exterior plasters or mortars;
   - **e.** Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors;
   - **f.** Defective protection or lack of weather protection for exterior wall and roof coverings, including lack of paint, or weathering due to lack of paint or other protective covering that causes structural deficiencies or jeopardizes structural integrity;
   - **g.** Rotting, holes, and other forms of decay;
   - **h.** Deterioration of exterior stairs, porches, handrails, window and door frames, cornices, entablatures, wall facings, and architectural details that causes delamination, instability, loss of shape and form, or crumbling;
   - **i.** Deterioration that has a detrimental effect upon the special character of the district as a whole or the unique attributes and character of the contributing structure; and
   - **j.** Deterioration of any exterior feature so as to create or permit the creation of any hazardous or unsafe conditions to life, health, or other property.
2. **Contributing Structure**: Any property, structure or architectural resource which was designated as "contributing" in the Bluffton Historic District's nomination to the National Register of Historic Places, or in the Bluffton Historic Resource Survey of 2008, or which has gained significance in the intervening period.
3. **Prevention**: The act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.
4. **Restoration**: The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.
5. **Rehabilitation**: The act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.
6. **Stabilization**: The act or process of applying measures designed to reestablish a weather resistant enclosure and the structural stability of an unsafe or deteriorated property while maintaining the essential form as it exists at present.

NOT CURRENT 2020 UDO TEXT

ATTACHMENT 2

7. **Structure**: Anything constructed, erected, or established including, but not limited to the following: buildings, signs, sea walls, mobile homes, fences, screen enclosures, and patio walls.

C. Procedure

1. **Petition and Action:** The process by which a building is officially cited for Demolition by Neglect involves several stages. They are as follows:

   a. Identification by the Planning Staff that a building's condition falls under the Historic Preservation Commission's criteria of Demolition by Neglect. This initial identification may be made by a staff inspection of the neighborhood or by referral from someone in the area. All referrals shall be made in writing and shall go to the Planning Staff. Once the initial identification is made, the property owner shall be notified a minimum of fifteen (15) days prior to the next Historic Preservation Commission meeting.

   b. Planning Staff and the Building Official present the building to the Historic Preservation Commission at a meeting with a report detailing the defects which, in the Planning Staff and Building Safety Staff's opinion, qualifies the structure for Demolition by Neglect. To proceed with the citation process the Historic Preservation Commission must vote by a majority to make a preliminary finding of Demolition by Neglect.

   c. If a preliminary determination is made by the Commission, the owner is notified by certified mail of the defects in the building. The owner is given thirty (30) days in which to respond to the preliminary determination by submitting a stabilization proposal to Planning Staff. The stabilization proposal will be presented to the Historic Preservation Commission at the next meeting. If the Historic Preservation Commission approves the proposal, a Certificate of Appropriateness is issued at this point. The Certificate of Appropriateness will detail the specific work which is necessary to correct the Demolition by Neglect conditions, and a time limit for work to begin and be completed is set. Progress reports will be required every thirty (30) days once stabilization work begins on the property.

   d. If the owner of the property receives the letter regarding the preliminary determination, but fails to respond, the matter returns to the Historic Preservation Commission for a citation hearing.

   e. If the owner fails to receive the letter regarding the preliminary determination after two attempts, the building is posted with a notice of the violation in accordance with the provisions of the Ordinance, and a public hearing on the citation is scheduled.

   f. At the citation public hearing the Historic Preservation Commission may direct Planning Staff to issue a citation to the owner of the property for failure to correct the Demolition by Neglect conditions. The citation is made by a vote of the majority of the Historic Preservation Commission on a motion recognizing the condition of the building and the owner's failure to correct the defects. The owner is invited to the public hearing to address the Commission's concerns and to show cause why a citation should not be issued. The Historic Preservation Commission may also defer the matter to give the owner more time either to correct the deficiencies or make a proposal for stabilization.

   g. If the owner is cited for the condition of Demolition by Neglect of the property, he is given ten (10) days to submit a stabilization proposal to Planning Staff to correct the defects.

   h. If the owner does respond with a stabilization proposal, the Historic Preservation Commission shall review it. If a Certificate of Appropriateness is issued at this point, stabilization work must begin within 30 days. Progress reports will be required every thirty (30) days once stabilization work begins on the property.

   i. If the owner fails to respond within ten (10) days of the citation, the matter is turned over to the appropriate Code Enforcement officer

D. Public Hearings and Notification

1. Letters and orders to be delivered to the property owner as called for herein shall be made in person or by certified mail. If the whereabouts of the owner are unknown and cannot be reasonably determined, the Planning Director shall make an affidavit to that effect, then publish such information once each week for two (2) consecutive weeks in a local newspaper. A copy of such letters and orders shall be posted in a conspicuous place on the structure and also filed with the Town of Bluffton Clerk of Court. Such filing shall have the same force and effect as other lis pendens notices provided by law.
2. Notice of public hearing as called for herein shall be published in a newspaper of general circulation in the county at least fifteen (15) days in advance of the scheduled hearing date. At the hearing any party may appear in person or by agent or attorney.

NOT CURRENT 2020 UDO TEXT

ATTACHMENT 2

E. Safeguards from Undue Economic Hardship

1. When a claim of undue economic hardship is made owing to the effects of this article, the Planning Staff shall notify the Historic Preservation Commission within three (3) days following the hearing on the complaint. The Commission shall schedule a hearing on the claim at its next regular meeting, within the limitations of its procedures for application deadlines.

   The petitioner shall present the information provided under subsection (b) to the Commission. The Commission may require that an owner and/or parties in interest furnish such additional information that is relevant to its determination of undue economic hardship. The Commission may direct its staff to furnish additional information as the Commission believes is relevant. The Commission shall also state which form of financial proof it deems relevant and necessary to a particular case.

   In the event that any of the required information is not reasonably available to the owner and/or parties in interest and cannot be obtained by the owner, the owner shall describe the reasons why such information cannot be obtained.

2. When a claim of undue economic hardship is made owing to the effects of this article, the owner and/or parties in interest must provide evidence during the hearing upon the claim, describing the circumstances of hardship. The minimum evidence shall include for all property:
   a. Nature of ownership (individual, business, or nonprofit) or legal possession, custody, and control;
   b. Financial resources of the owner and/or parties in interest;
   c. Cost of repairs;
   d. Assessed value of the land and improvements;
   e. Real estate taxes for the previous two (2) years;
   f. Amount paid for the property, date of purchase, and party from whom purchased, including a description of the relationship between the owner and the person from whom the property was purchased, or other means of acquisition of title, such as by gift or inheritance;
   g. Annual debt service, if any, for previous two (2) years;
   h. Any listing of the property for sale or rent, price asked, and offers received, if any.

   For income-producing property:
   i. Annual gross income from the property for the previous two (2) years;
   j. Itemized operating and maintenance expenses for the previous two (2) years, including proof that adequate and competent management procedures were followed; and Nature of ownership (individual, business, or nonprofit) or legal possession, custody, and control;
   k. Annual cash flow, if any, for the previous two (2) years.

3. Within thirty (30) days of the Commission's hearing on the claim, the Commission shall cause to be made a finding of undue or no undue economic hardship and shall enter the reasons for such finding into the record. In the event of a finding of no undue economic hardship, the Commission shall report such finding to the Planning Staff, and the Planning Staff shall cause to be issued an order for such property to be repaired within the time specified.

4. In the event of a finding of undue economic hardship, the finding shall be accompanied by a recommended plan to relieve the economic hardship. This plan may include, but is not limited to, property tax relief as may be allowed under South Carolina law, loans or grants from the Town, the County, or other public, private, or nonprofit sources, acquisition by purchase or eminent domain, building code modifications, changes in applicable zoning regulations, or relaxation of the provisions of this article sufficient to mitigate the undue economic hardship. The Commission shall report such finding and plan to the Planning Staff. The Planning Staff shall cause to be issued an order for such property to be repaired within the time specified, and according to the provisions of the recommended plan.

F. Penalties and Remedies

1. Fines: Any person or entity that violates any provision of this ordinance shall be subject to a fine not to exceed $500 per day of violation.

NOT CURRENT 2020 UDO TEXT

ATTACHMENT 2

2. **Town Stabilization**: If, sixty (60) days after the citation has been issued, the property owner fails to produce a stabilization proposal or fails to begin the work as specified, the Town may, at Town Council's direction, stabilize the structure. Any contractor employed for this purpose shall be procured in accordance with the procedures for procurement of services outlined in the Town of Bluffton's Purchasing Ordinance. The owner shall be notified in writing of the Town Council's determination including supporting findings of fact.
3. **Reimbursement to Town**: The Town shall then place a lien against the property with the Register of Mesne Conveyances of Beaufort County for the value of the resources so expended by the Town, such lien to be entered upon and enforced in the manner as real estate tax liens provided by law.
4. **Penalties for Demolition without a Certificate of Appropriateness**: Any person demolishing or razing or causing the demolition or razing of all or part of any building or structure w/out first obtaining a Certificate of Appropriateness in accordance w/ this ordinance or any other Town ordinances will be fined up to $500.00 per structure. Furthermore, the Building Official may withhold any building permits for a minimum of one year for a site where any building or structure was demolished or razed in violation of this order.

G. Stabilization Specifications

Specifications for stabilization of the property shall be for permanent rather than stopgap measures. Such measures should be determined to completely forestall any further deterioration of the property. Materials and finishes should be such that no replacement/reworking or only minimal replacement/reworking will be required at any such time in the future when full rehabilitation may occur. However, the purpose of work specified under this section is to stabilize the structure rather than to render it habitable. Temporary stopgap measures may be implemented in emergency situations or where implementation of permanent measures is not feasible for emergency situations.

H. Miscellaneous

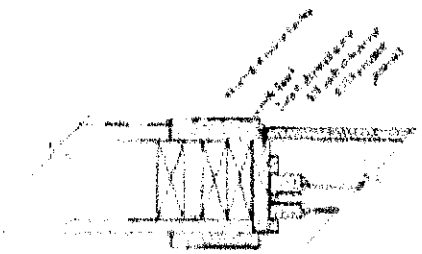
1. It shall be unlawful for any person to remove or deface public notices placed upon the structure.
2. The building official, planning director, Town manager, members of the board and Town council, and any other person designated by the building official who may need to inspect the property pursuant to this article may enter upon the premises for the purpose of making necessary examinations, provided such entry is made in such manner as to cause the least practical inconvenience to the persons in possession.
3. No part of this article shall be construed in any way to impair or limit any and all powers of the Town to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.
4. Nothing contained within this article *shall* diminish the Town's power to declare an unsafe building or a violation of the International Building Codes or the appropriate fire code.

I. Types of Demolition by Neglect and Recommended Corrective Measures

1. **Structural Failure**: Defects involving the structural failure of a building or a portion of a building are the most difficult to correct. For certain types of building failure, it is necessary to seek the advice of a structural engineer to determine the measures necessary to correct them. If the condition of the building has deteriorated to the point the building or a portion of the building can not be saved, it is sometimes reasonable to propose demolition as a means of "correcting" the structural failure.
2. **Missing Exterior Finish Material**: Exterior finish material such as weatherboards, trim, fascia, soffits and window casings serve the important function of protecting the basic structure of the building as well as protecting the interior finishes. These building elements also often carry important information about the style and age of the building. When repairing loose or missing exterior finish material, care must be taken not to remove any important historic fabric. Where replacement material is necessary, it must match the original in material and detail. All replacement wood should be primed and painted after installation to insure that the work will not have to be repeated. If defects include failure of masonry, construction repairs must be made using masonry units (bricks) and mortar which match the existing in material, composition, size and density.
3. **Broken or Missing Glazing, and Open or Missing Windows or Doors**: Missing windows, doors or glazing can allow the entry of water into the building. If left unchecked, water can lead to the deterioration of the structural fabric of the building and damage to both the interior and exterior finishes. An open building is also an invitation to vandals and vagrants to enter and possibly damage the building. The method used to correct this type of defect varies according to the seriousness of the problem. If the matter involves simply the need to replace glazing in existing frames, the work can be easily accomplished. If a building is missing doors or windows, or is abandoned, the Commission recommends that the building be boarded up.

NOT CURRENT 2020 UDO TEXT

ATTACHMENT 2



In either case, a minimum of 3/8" plywood should be cut to fit tightly inside the frame of the window or door on the exterior of the building. In the first method of attachment, 2" drywall screws spaced no more than 12" on center are used to attach the plywood to the frame of the opening. In the second method of attachment, 3/8" carriage head bolts with 2" washers are used to attach the plywood to 2 x 4 wood bars mounted on the interior of the building. When the bolts are tightened, the wall is "sandwiched" between the plywood and the 2 x 4 bars, holding the entire assembly in place. In both examples, the plywood must be placed on the outside of the window opening. The Commission recommends that the plywood be primed and painted before installation to improve the general appearance of the building and to make it durable against the weather.

4. **Roof, Gutters, Downspouts, and Flashing**: The roof surface and associated construction are the most important areas in protecting a building from water damage. If a Demolition by Neglect notice results from a fault in the roof or associated construction, the Commission recommends that repairs be made to match the original in material and detail. Sometimes if the damage to a roof surface is extensive or if other structural repairs are required, it is necessary to replace the entire roof surface.

The preceding suggestions for correcting Demolition by Neglect conditions are general. Specific situations may require different solutions. Planning Staff and the Historic Preservation Commission are willing to consider any suggestion so long as it adequately addresses the building fault which created the condition of Demolition by Neglect.

3.2.6 Fire Safety Standards

The Fire Safety Standards prescribed herein shall apply to all development activity.

A. All proposed development site review shall be reviewed by the local Fire Official having jurisdiction over fire and life safety standards contained in this code. Prior to the final plan approval, the local Fire Official shall make written recommendations to the Code Administrator indicating approval of the design submitted or delineating needed design changes consistent with fire and life safety standards and practices.

B. The local Fire Official shall inspect the completed development site for compliance with the approved plans and submit his/her findings to the Code Administrator prior to issuance of a Certificate of Zoning Compliance.

C. All occupancies, excluding one or two family dwellings that exceed 35 feet in height or exceed a total fire flow demand of 3,500 gallons per minute (gpm) as referenced in the Insurance Service Organization's (ISO) Requirements For Specialized Equipment, must have adjustments to plans approved by the Fire District Fire Chief and the Town's designated Building Official and, as necessary, reach financial arrangements acceptable to the Fire District and Town Council which provide assistance in purchasing the appropriate firefighting apparatus or equipment. This standard shall be applied to the Fire Management Plan as defined for the Bluffton Fire District.

D. No development shall be constructed so as to obstruct emergency vehicular access to the development property or associated buildings and structures. To ensure that access will not be impaired in any emergency situation, attention should be given to the design and layout of such features as signs, fences, walls, street intersections and curves, parking lots, sidewalks, ditches, lagoons, recreational amenities, landscaping, alleys, and maintenance of roads. Where buildings are over 20,000 square feet in area, a wall is more than 300 feet from a fire hydrant or over 35 feet in height; special all-weather fire access may be required to meet the Fire Official's approval.

E. For all subdivisions and land developments of property except single-family subdivisions of four lots or less, prior to bringing any combustibles to a site, the landowner shall get a determination as to whether they are in quantities deemed hazardous by the Fire Official. The Fire Official shall notify the Town if a temporary or permanent water supply and adequate access is required for these materials prior to the start of construction, as approved by the Fire Official.

1. A combustible material is one that is made of wood, compressed paper, plant fibers, plastics, or other materials that can ignite and burn, whether flameproof or not, or whether plastered or unplastered, and not meet the definition of noncombustible material.
2. A noncombustible material is one that, in the form in which it is used and under the conditions anticipated, does not ignite, burn, support combustion, or release flammable vapors when subjected to fire or heat.

Map Number	Structure Name	Address	Map Number	Structure Name	Address
1	The Bluff	130 Pritchard St	46	The Hope House	121 Bridge St
2	Pritchard House	131 Pritchard St	47	Williams Cottage	1253 May River Rd Unit-A
3	Bruin House	1281 May River Rd	48	Peeples Barn	56 Calhoun St
4	Old Bruin Cottage	6 Bruin Rd	49	Oyster Factory Site	75 Wharf St
5	Simmons-Joiner House	12 Bruin Rd	50	John A. Seabrook House	47 Lawrence St
6	Hugh O'Quinn Cottage	1256 May River Rd	51	D. Hasell Heyward Sr. House	32 Calhoun St
7	Bluffton Antiques and Gifts	12 Calhoun St	52	Hancock Long House	123 Bridge St
8	Bluffton Tabernacle	10 Church St	53	Joyner House	9 Bruin Rd
9	Pluff Mudd Art	27 Calhoun St	54	The Cogwell Cottage	1244 May River Rd
10	Maye River Gallery / Hudson House	37 Calhoun St	55	Nathaniel Brown's Cottage	1268 May River Rd
11	Carson Cottage	38 Calhoun St	56	7 Shults Rd	7 Shults Rd
12	Orage Cottage	92 Bridge St	57	Lawrence Lee Home	2 Water St
13	Sara Riley Hooks Cottage	76 Bridge St	58	Martin Alston's Store	4 Calhoun St
14	Deer Tongue Warehouse	1257 May River Rd	59	Robert Bruin Home	5 Calhoun St
15	Apple a Day	1233 May River Rd	60	Baldy Bruin's Store	5A Calhoun St
16	Coburn Liquor Store / Red Dot	1282 May River Rd	61	Graves House	85 Calhoun St
17	Planters Mercantile Building	20 Calhoun St	62	Heyward House - Slave Quarters	70 Boundary St
18	Campbell Chapel AME Church	23 Boundary St	63	Heyward House - Summer Kitchen	70 Boundary St
19	Patz Brothers House	26 Calhoun St	64	38 Boundary Street	38 Boundary St
20	Fishbone Gallery and Gifts	45 Calhoun St	65	Ed and Lize Johnson Home	15 Dubois Ln
21	Board and Batten House	43 Boundary St	66	Corinne Heyward Home	3 Wharf St
22	Peeples' Store	56 Calhoun St	67	48 Guerrard Avenue	48 Guerrard Ave
23	Guerrards Bluff / Mercer House	127 Bridge St	68	Nellie and Leroy Brown Cottage	34A Thomas Heyward St
24	Heyward House	70 Boundary St	69	Old School House	60 Pritchard St
25	Tyson-Derst Cottage	113 Bridge St	70	115-A Pritchard Street	115-A Pritchard St
26	Colcock-Teal House	46 Colcock St	71	The Rate	45 Bridge St
27	Seven Oaks	82 Calhoun St	72	Guerrard's Bluff Cottage	127 Bridge St
28	The Guilford House	82 Boundary St	73	Guerrard's Bluff/ Cook's Cottage	127 Bridge St
29	Fripp House	48 Bridge St	74	Guerrard's Bluff Barn	127 Bridge St
30	The Card House	34 Bridge St	75	The Lowden Home	137 Bridge St
31	Allen-Lockwood House	94 Calhoun St	76	The Lowden Gatehouse	137 Bridge St
32	Bluffton United Methodist Church	101 Calhoun St	77	Calhoun Street Café	3 Lawton St
33	Huger Gordon House	6 Water St	78	40 Colcock Street	40 Colcock St
34	Pine House	95 Boundary St	79	Cedar Bluff	53 Colcock St
35	The Garvin-Garvey House	101 Bridge St	80	75 Bridge Street	75 Bridge St
36	Walker House	99 Pritchard St	81	28 Maiden Lane	28 Maiden Ln
37	Cordray House	1 Calhoun St	82	98 Bridge Street	98 Bridge St
38	Mulligan House	44 Calhoun St	83	14 Calhoun Street	14 Calhoun St
39	Beech House	65 Lawrence St	84	Abraham Gadson House	35B Thomas Heyward St
40	Fripp-Lowden House	80 Calhoun St	85	Coburn House	1288 May River Rd
41	The Cantrell House	84 Boundary St	86	The Pritchard Street Cottage	131 Pritchard St
42	Church of the Cross	110 Calhoun St	87	The Praise House	1 Calhoun St
43	Whitney Cottage	10 Water St	88	Heyward Cove	
44	St. John Baptist Church	103 Pritchard St	89	Huger Cove	
45	Squire Pope Carriage House	111 Calhoun St			

Town of Bluffton
Beaufort County, SC

INFORMATION TECHNOLOGY DEPARTMENT

Historic Resource Map

Legend

CONTRIBUTING STRUCTURES

- Existing
- Demolished

JURISDICTIONAL

- Bluffton National Register Historic District
- Old Town Bluffton Historic District
- Town of Bluffton outside of HD
- Beaufort County

HYDROLOGY

- Marsh
- Water

Current: 6/30/2020

0 100 200 400 Feet

Map Prepared By:
Ryan J. Coleman, GISP

NORTH

DISCLAIMER:
This map was created by the Town of Bluffton and is solely intended to be used as a graphical representation for the Town of Bluffton. The GIS maps and data distributed by the Town of Bluffton are derived from a variety of public and private sector sources considered to be dependable, but the accuracy, completeness and currency thereof are not guaranteed. The Town of Bluffton makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the town's Geographic Information Systems database. Additionally, the Town of Bluffton or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form.

TOWN COUNCIL

STAFF REPORT
Department of Growth Management

MEETING DATE:	July 14, 2020
PROJECT:	Consideration of Approval of Amendments to the Town of Bluffton Code of Ordinances, Chapter 5 - Official Construction Code, Article 1 – Administration, to Create Division 18, Construction Site Property Maintenance and Site Preparation for Severe Weather Events
PROJECT MANAGER:	Heather Colin, AICP Director of Growth Management

REQUEST: Approve First Reading of an Ordinance to amend the Town of Bluffton Code of Ordinances, Chapter 5 - Official Construction Code, Article 1 – Administration, to create Division 18, Construction Site Property Maintenance and Site Preparation for Severe Weather Events.

BACKGROUND: An amendment to the municipal code of ordinances is proposed to address construction site property maintenance during non-emergency events, as well as preparation of construction and developed sites for severe weather events. Several hurricanes in recent years and an increase in development throughout the Town have demonstrated the need for this ordinance.

In the interest of public safety, the ordinance is proposed to prepare construction and developed sites for severe weather events to prevent loose items from becoming airborne. Such items would be required to be secured, stored or removed, and containers and portable toilets would be required to be tied to the ground. Public notice of an impending severe weather event would come when the National Weather Service or National Hurricane Center issues a hurricane or tropical storm warning for Beaufort County, or when a severe weather directive has been issued by the Town Manager, whichever may be first. Once these agencies remove Beaufort County from further weather threat, or the Town Manager ends the severe weather directive, materials and furnishings could be returned to their locations. For construction sites, if the Town deems the site to be an endangerment to public safety; a possible liability to the Town; or an endangerment to public property, streets or utilities, the Town would be able to enter the site to secure, store or remove items if the property owner or contractor has not done so. The property owner would be required to reimburse the Town for related expenses.

Similarly, it is in the interest of the public welfare to require that construction sites during non-emergency events be maintained in good, clean and safe condition. Minimal standards are proposed to help ensure this, including but not limited to a requirement for debris to be removed at least once a week, or when a dumpster is full; removing any dirt, mud or other debris from rights-of-way and public property on a daily basis; placing portable toilets away from adjacent properties; tree protection measures; and, approving access for construction vehicles. Any violation would require correction within 24 hours, otherwise

a stop-work order may be issued, and the Town may correct the violation, charging the property owner for related expenses. The requirements will be included during the development plan review process, issuance of any and all planning and building permits and during the pre-construction meeting.

The proposed Ordinance is included as Attachment 1.

NEXT STEPS: Should Town Council approve the First Reading of the Ordinance at the July 14, 2020 meeting, Staff will present the Second and Final Reading at the August 11, 2020 meeting.

Property Maintenance (Construction & Weather)	Date	Complete
Step 1. Town Council Workshop	June 11, 2020	✓
Step 2. Town Council – 1st Reading	July 14, 2020	✓
Step 3. Town Council Meeting – Final Reading and Public Hearing	August 11, 2020	✓

ATTACHMENTS:

1. Proposed Ordinance
2. Proposed Motion

ATTACHMENT 1

ORDINANCE NO. 2020 – _____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AMENDING THE TOWN OF BLUFFTON'S MUNICIPAL CODE OF ORDINANCES, CHAPTER 5, OFFICIAL CONSTRUCTION CODE, ARTICLE 1 – ADMINISTRATION, DIVISION 18. – CONSTURCTION SITE PROPERTY MAINTENANCE AND SITE PREPARATION FOR SEVERE WEATHER EVENTS

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

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

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

WHEREAS, the Town Council desires to ensure that construction sites are maintained in good, clean and safe condition; and,

WHEREAS, the Town Council desires to ensure that loose items are secured, stored or removed from construction sites and developed sites prior to imminent severe weather events to prevent such items from becoming airborne; and,

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

SECTION 1. AMENDMENT. The Town of Bluffton hereby amends the Code Ordinances for the Town Of Bluffton, South Carolina by adopting and incorporating amendments to Chapter 5 – Official Construction Code, Article 1 – Administration, Division 18. – Construction Site Property Maintenance and Site Preparation for Severe Weather Events as shown on Exhibit A attached hereto and fully incorporated herein by reference.

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

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

DONE, RATIFIED AND ENACTED this _____ day of _____, 2020.

This Ordinance was read and passed at first reading on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

A public hearing was held on this Ordinance on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at second reading held on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

EXHIBIT A

Chapter 5, Official Construction Code; Article 1, Administration, Division 18. – Construction Site Property Maintenance and Site Preparation for Severe Weather Events

Sec. 5-270. - Intent. The intent of this Division is to protect the public health, safety and welfare by establishing minimum standards for construction site maintenance and to prepare construction sites and developed sites for severe weather events as described within this Division.

Sec. 5-271. – Construction Site Property Maintenance.

A. All construction sites shall be maintained in a good, clean and safe condition, including, but not limited to, the following minimum requirements:

1. **Handling of debris**. Accumulated construction debris shall be hauled away and disposed of in accordance with all applicable laws, on a regular basis, but no less than one (1) time per week. Any debris temporarily stored on site must be stored and secured so as to prevent a safety risk or danger. In addition to any applicable dumpster requirements set forth in this Code, dumpsters shall be emptied or removed when full. Debris from construction sites shall not be disposed of in dumpsters located at any other construction site within the Town without the prior approval of the Chief Building Official, or designee.

2. **Storage of construction materials.** Construction materials shall be stored, maintained and secured so as to prevent safety risk or danger. Except as otherwise provided herein, construction materials shall not be stored in a right-of-way.

3. **Site cleanliness**. All mud, dirt or debris deposited on any street, alley, lane, crosswalk, sidewalk or other public property as a result of demolition, excavation or construction shall be removed and cleaned on a regular basis, and at all times when a nuisance has been created by said debris. In addition, such areas shall be broom cleaned to the extent possible at the end of each day that construction work has occurred. Debris shall be disposed of in accordance with all applicable laws.

4. **Portable toilets.** A portable toilet shall be provided at every construction site of a new principal structure, or addition thereto, prior to the commencement of construction, unless an existing facility is available on the site. Portable toilets shall be located to have the least possible impact on adjacent properties and should be located, to the extent possible, at the rear of the construction site and out of plain view of any public right-of-way. Portable toilets shall be serviced no less than once a week.

5. **Ingress and egress.** Routes of access for ingress and egress to the construction site, which will provide protection to pedestrians and minimize

disruption of traffic and damage to the public rights-of-way, shall be followed. The Town reserves the right to designate certain prescribed routes of access for construction traffic.

6. **Oversized construction vehicles.** Oversized construction vehicles will be allowed only on those streets or rights-of-way as designated by the Town Manager or designee

7. **Tree protection measures.** All trees and other vegetation on the public right-of-way shall be protected from damage by means of appropriate fencing. Fencing around trees on the public right-of-way shall be placed so as to protect the critical root zone, which is that circular area under the tree as determined by a one-foot radius for each one-inch in diameter. All tree protection measures set forth in any approved tree protection plans must also be followed.

8. **Utilities and on-site equipment.** On-site electricity is required for construction-related work as soon as is practicable. The proposed locations of any generator and/or compressor shall be depicted on the plans submitted at the time of application for the review and approval of the Town, and shall be located so as to have the least possible impact on adjacent properties, preferably at the rear of the property.

9. **Use of public property.** No loading, unloading, or storage of demolition debris, spoil or construction materials shall be permitted within any right-of-way, on any public property or within ten (10) feet of any right-of-way adjacent to public or private property, unless specifically approved by the Town and shown on an approved Development Plan, if applicable.

Sec. 5-272. – Preparation of Construction Sites and Developed Sites for Severe Weather Events

A. **Intent.**

The provisions of this Section apply at the direction of the Town Manager, or designee, 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 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 Town 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 Town 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 Town 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 Town 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. 5-273. – Notice of Violation.

A. **Non-emergency Situations.**

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

The violation may be enforced by the Chief Building 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.

Upon due notice, the construction site shall be brought into compliance within the time directed by the 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 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.**

If at any time the Town determines that an emergency situation exists endangering the public health, safety, or welfare; creating a potential liability for the 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 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.

In such circumstances, the 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 Town to utilize a competitive bid process to select a contractor.

Any and all loss, damage, costs and expenses, including legal fees and administrative costs, incurred by the 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 Town shall not be responsible for any loss or damage incurred as a result of exercising its rights under this Section.

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 Chief Building Official, or designee, shall allow resumption of work.

ATTACHMENT 2

Proposed Motion

Consideration of Approval of Amendments to Chapter 5 - Official Construction Code, Article 1 – Administration to Create Division 18, Construction Site Property Maintenance and Site Preparation for Severe Weather Events – First Reading

"I move to approve First Reading of Amendments to Chapter 5 - Official Construction Code, Article 1 – Administration to Create Division 18, Construction Site Property Maintenance and Site Preparation for Severe Weather Events – First Reading"

TOWN COUNCIL

STAFF REPORT
Department of Growth Management

MEETING DATE:	July 14, 2020
PROJECT:	Consideration of an Ordinance to Amend the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 5 Design Standards, General Standards Related to Historic District Architectural Design and Lot Sizes – First Reading
APPLICANT:	Town of Bluffton
PROJECT MANAGER:	Heather Colin, AICP Director of Growth Management

REQUEST: The Unified Development Ordinance (UDO) Administrator requests that Town Council approve a First Reading of the following Ordinance:

> Amendments to Chapter 23 – Unified Development Ordinance, Article 5 Design Standards, General Standards Related to Historic District Architectural Design and Lot Sizes

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

On May 8, 2018, the Town of Bluffton Town Council approved a Resolution adopting the Strategic Plan for Fiscal Year 2019-20 ("Strategic Plan"). The Strategic Plan serves as a road map for activities and initiatives to implement the Town's Vision and Mission Statement to ensure that Bluffton is poised to capitalize on opportunities that advance key goals.

Strategic Plan focus areas include Fiscal Sustainability, Economic Growth, Town Organization, Community Quality of Life, Infrastructure, Affordable and/or Workforce Housing, and the May River & Surrounding Rivers and Watersheds. These amendments relate to Community Quality of Life, which includes updating policies and ordinances to sustain the Town's "unique and authentic" character, as well as preserving its culture and history.

Chapter 23 (Unified Development Ordinance), Article 5 (Design Standards), Section 15 (Old Town Bluffton Historic District) regulates new construction, redevelopment and exterior changes to all structures within Old Town. The impetus for having both general and architectural standards for these types of activities grew out of the Old Town Master

Plan, which identified the need to establish a blueprint for the area in order to maintain its historic and eclectic architectural character and development patterns while still encouraging creativity.

The proposed amendments are intended to address reoccurring issues that have been identified as problematic in their application over the years. This process included input from the Historic Preservation Commission, Town Council, a consultant, local architects and other interested individuals and community members.

Additional amendments are also proposed to fix scrivener's errors, provide consistency with other sections of the UDO, and allow additional flexibility in some instances (e.g., more material choices). These amendments were discussed at a Historic Preservation Workshop on May 1, 2019 and, more recently, May 6, 2020 and are representative of the comments provided.

Finally, these amendments also suggest adjustments to minimum lot widths for certain building types in the Neighborhood Core-HD, Neighborhood Center-HD, Neighborhood General-HD and Neighborhood Conservation-HD zoning districts based on Town Council concerns that lot widths less than 50 feet are too minimal to adequately provide for driveways and off-street parking. Presently, some building types within the four Old Town Historic District zoning districts allow for lot widths as minimal as 30 feet. After discussing lot widths at two meetings in May and June, the Planning Commission suggested that new lots not be less than 40 feet in width and, in some cases, be wider than 40 feet depending on building type.

Of the affected 18 lot widths less than 50 feet in width for the various building types scattered among the four zoning districts, seven (7) are proposed for lot width increases to 40, 45 or 50 feet from 30 and 35 feet; five (5) are proposed to have width increases from 40 feet to 45 or 50 feet. Of the remaining six (6), two would remain the same at 40 feet; two are new building types in the Neighborhood General-HD district with 45-wide lots; and two would have a lot width increase from 40 to 50 feet. These varying lot widths reflect the zoning district, building type, building size range, maximum footprint, typical width for the building type and the side yard setbacks. The Planning Commission also proposes requiring that, if the amendments are adopted, new single and two-family residences would be required to have vehicular access from the rear or side yard. The front yard could be accessible if a shared driveway with the adjacent property is established. If the shared driveway cannot be provided, the UDO Administrator would then have the authority to approve individual driveways. In addition, the Planning Commission recommended that the UDO Administrator be allowed the ability to reduce the minimum lot width requirement by up to five (5) feet if there are site constraints, such as protected/specimen trees or historic resources.

PROPOSED AMENDMENTS: Because of length, the proposed amendments are provided in Attachment 1, Exhibit A.

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

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

   Finding. The proposed amendments are consistent with the needs, goals and implementation strategies of the Comprehensive Plan. The Comprehensive Plan, as adopted on September 4, 2007, balances "long-term visioning and goals" with "short-term actions." The Action Agenda Initiatives found in the 2019-20 Strategic Plan capture non-capital improvement projects of significance, many of which emanate from the Comprehensive Plan. The proposed Text Amendments are a direct result of these Initiatives.

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

   Finding. The proposed amendments are consistent with best planning practices, which includes evaluating existing ordinances from time to time to ensure, among other things, that they are adequately protecting and enhancing the Bluffton's historic and eclectic character.

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

   Finding. The proposed amendments will help to promote the Town's general welfare by ensuring that general and architectural standards for Old Town Bluffton Historic District adequately protect Bluffton's historic and eclectic character.

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

   Finding. The amendments will have no impact on providing public services.

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

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

PLANNING COMMISSION RECOMMENDATION: The Planning Commission made a recommendation at their May 27, 2020 meeting to unanimously approve the proposed amendments to the Unified Development Ordinance and to table the lot width discussion to allow staff to prepare alternate amendments to the 50-foot minimum lot width. At the June 24, 2020 meeting, Planning Commission approved the lot widths proposed in Attachment 1, Exhibit A.

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

1. Approve the application as submitted;

2. Approve the application with amendments; or

3. Deny the application as submitted.

NEXT STEPS: Should Town Council approve the First Reading of the Ordinance at the July 14, 2020 meeting, Staff will present the Second and Final Reading at the August 11, 2020 meeting.

UDO Text Amendment	Date	Complete
Step 1. Town Council Workshop	March 17, 2020	✓
Step 2. Planning Commission - Recommendation	May 27, 2020	✓
Step 3. Town Council – 1st Reading	July 14, 2020	✓
Step 4. Town Council Meeting – Final Reading and Public Hearing	August 11, 2020	✓

ATTACHMENTS:

1. UDO Amendments Ordinance
2. Proposed Motion

ATTACHMENT 1

ORDINANCE NO. 2020 – _____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AMENDING THE TOWN OF BLUFFTON'S MUNICIPAL CODE OF ORDINANCES, CHAPTER 23, UNIFIED DEVELOPMENT ORDINANCE, ARTICLE 5 – DESIGN STANDARDS, GENERAL STANDARDS RELATED TO HISTORIC DISTRICT ARCHITECTURAL DESIGN AND LOT SIZES

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

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

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

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

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

WHEREAS, the Unified Development Ordinance, Article 5 provides standards and requirements for development and redevelopment to ensure that development and redevelopment is consistent with the Town of Bluffton's goals for building form, physical character, land use and quality of growth as identified in the Town of Bluffton Comprehensive Plan; and,

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

WHEREAS, the Town of Bluffton Town Council desires to amend the Unified Development Ordinance, Article 5 Design Standards, General Standards Related to Historic District Architectural Design and Lot Sizes.

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

SECTION 1. AMENDMENT. The Town of Bluffton hereby amends the Code Ordinances for the Town Of Bluffton, South Carolina, Chapter 23, Unified Development Ordinance by adopting and incorporating amendments to Article 5 Design Standards, General Standards Related to Historic District Architectural Design and Lot Sizes as shown on Exhibit A attached hereto and fully incorporated herein by reference.

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

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

DONE, RATIFIED AND ENACTED this _____ day of _____, 2020.

This Ordinance was read and passed at first reading on July 14, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

A public hearing was held on this Ordinance on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at second reading held on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

EXHIBIT A

Section	Amendment
Section 5.15.5 (General Standards)	5.15.5 General Standards The existing or proposed building type shall determine the applicable lot standards. Building types shall only be permitted as listed in the applicable District. The maximum allowed density is based on the dimensional characteristics established for each building type in combination with other site characteristics that may limit the amount of land able to accommodate density. These other site characteristics include, but are not limited to, lot configuration, right-of-way, easements, protected natural resources, open space, ~~and~~ topography, and parking.
Section 5.15.5.A (Neighborhood Core-HD)	*Lot Width (by Building Type):* Main Street Building: ~~30'~~ 50' – 100' Commercial Cottage: ~~30'~~ 40' – 75' Live-work Sideyard: ~~35'~~ 40' – 65' Additional Building Type: ~~30'~~ 40' – 100'
Section 5.15.5.A (Neighborhood Core-HD)	As approved by the UDO Administrator or Board/Commission with approval authority in accordance with Article 2 of this Ordinance ~~Town Architect~~, additional building types may be allowed in the Neighborhood Core-HD zoning district ~~Transect Zone~~. Building types not specifically listed shall be regulated by the following general requirements:
Section 5.15.5.B (Neighborhood Center-HD)	Neighborhood ~~Core~~ Center-HD Building Type Requirements:
Section 5.15.5.B (Neighborhood Center-HD)	*Lot Width (by Building Type):* Main Street Building: ~~40'~~ 50' – 80' Commercial Cottage: ~~30'~~ 45' – 60' Live-work Sideyard: ~~40'~~ 45' – 60' Cottage: ~~30'~~ 40' - 60' Village House: 40'- 60' Sideyard House: 40' - 65' Additional Building Type: ~~30'~~ 40' – 100'

<table>
<tr><th>Section</th><th>Amendment</th></tr>
<tr><td>Section 5.15.5.B (Neighborhood Center-HD)</td><td>As approved by the UDO Administrator or Board/Commission with approval authority in accordance with Article 2 of this Ordinance ~~Town Architect~~, additional building types may be allowed in the Neighborhood Center-HD zoning district ~~Transect Zone~~. Building types not specifically listed shall be regulated by the following general requirements:</td></tr>
<tr><td>Section 5.15.5.C (Neighborhood General-HD)</td><td>Two new building types and standards; lot width adjustments for other building types:
<table>
<tr><th></th><th>Front Build-to</th><th>Lot Width</th><th>Front-age</th><th>Rear Setback</th><th>Side Setback</th><th>Height (Stories)</th></tr>
<tr><td>Live-Work Sideyard</td><td>10’-20’</td><td>45’-100’</td><td>N/A</td><td>25’</td><td>10’</td><td>1 – 2.5</td></tr>
<tr><td>Commercial Cottage</td><td>10’-20’</td><td>45’-100’</td><td>N/A</td><td>25’</td><td>10’</td><td>1 – 2.5</td></tr>
</table>
Cottage: ~~40’~~ 45' - 60'

Sideyard House: ~~40’~~ 45' - 65'

Additional Building Type: ~~40’~~ 45’ – 100’</td></tr>
<tr><td>Section 5.15.5.C (Neighborhood General-HD)</td><td>As approved by the UDO Administrator or Board/Commission with approval authority in accordance with Article 2 of this Ordinance ~~Town Architect~~, additional building types may be allowed in the Neighborhood General District ~~Transect Zone~~. Building types not specifically listed shall be regulated by the following general requirements:</td></tr>
<tr><td>Section 5.15.5.C (Neighborhood General-HD)</td><td>1. ~~Mandatory Use: The Neighborhood General zone shall be primarily residential in nature. All commercial development within this zone must maintain a predominantly residential character, as determined by the UDO Administrator.~~ The Neighborhood General-HD zoning district shall be primarily residential in nature. All commercial or mixed-use development within this zoning district must maintain a predominantly residential character.
2. A waiver of the mandatory residential character component may be granted by the UDO Administrator for commercial properties with direct frontage on SC Highway 46 or Bruin Road. While these commercial properties may have retail shopfronts or have awning/marquees or colonnades/arcades and be at grade, in accordance with this Ordinance, they must still maintain residential scale.</td></tr>
<tr><td>Section 5.15.5.D (Neighborhood Conservation-HD)</td><td>Lot Width (by Building Type):

Cottage: ~~40’~~ 50' - 60'

Additional Building Type: ~~40'~~ 50' - 100'</td></tr>
<tr><td>Section 5.15.5.D (Neighborhood Conservation-HD)</td><td>As approved by the UDO Administrator or Board/Commission with approval authority in accordance with Article 2 of this Ordinance ~~Town Architect~~, additional building types may be allowed in the Neighborhood Conservation -HD zoning district ~~Transect Zone~~. Building types not specifically listed shall be regulated by the following general requirements:</td></tr>
</table>

ATTACHMENT 1

Section	Amendment
Section 5.15.5.E (Riverfront Edge-HD)	As approved by the UDO Administrator or Board/Commission with approval authority in accordance with Article 2 of this Ordinance ~~Town Architect~~, additional building types may be allowed in the Riverfront Edge -HD zoning district ~~Transect Zone~~. Building types not specifically listed shall be regulated by the following general requirements:
Section 5.15.5.F.1.e (Building Height-Half Story)	e. A space under a sloping roof that has the line of intersection of the roof and the exterior wall supporting the roof not more than 3 feet above the floor level, and in which space the possible floor area with head room of 5 feet or more occupies between 30 and 70 percent of the total floor area of the story directly beneath ~~A half story is a finished living floor which is contained wholly or predominantly within the roof of a structure and is subject to the regulations of the local building code.~~ If the possible floor area with head room of 5 feet or more occupies more than 70 percent of the total floor area of the story directly beneath, then that space shall be considered a full story.
Section 5.15.5.F.4 (Building Composition-Chimneys)	a. Overall building proportions and individual building features shall have a proportional relationship with one another. For example, features such as porches, chimneys, cornices, windows and doors must be proportional to other features of the building as well as the overall building form.
Section 5.15.5.F.10 (Turning Radii)	~~10. Corner Radii and Clear Zones. Corner curb radii shall be between 9 feet and 15 feet. Fairly tight turning radii shorten pedestrian crossings and inhibit reckless drivers from turning corners at high speeds. To allow for emergency vehicles (e.g. fire trucks) to turn corners, a 25-foot radius Clear Zone shall be established free of all vertical obstructions such as telephone poles, sign poles, fire hydrants, electrical boxes, or newspaper boxes, etc.~~
Section 5.15.5.F.10 (Service Yards)	10. Service Yards. If a service yard is provided, service items, such as waste receptacles, air-conditioning equipment, pool equipment, above ground propane tanks, irrigation equipment, utilities and other service-related items shall be located in rear or side yards not facing a street, away from all public vantages, and screened from view. The HPC may approve alternate locations and screening for utilities if they are unable to be located within the service yard. If a service yard is not provided, service items, at listed above, shall be located and screened as required by Sec. 5.15.6.F. a. Materials used in building service yards shall be visibly compatible with the materials used in the primary structure and accessory structure(s). b. The service yard may be enclosed by louvers, lattice, vertical board or board-on-board panels, or such other styles typical of earlier styling. c. The height of the service yard enclosure shall be sufficient to screen equipment from public vantages; however, may not exceed six (6') feet in height. d. Window air-conditioning units shall not be placed on the primary façade of the primary structure or of any accessory structure. e. Roof mounted equipment, if required, shall be low-profile and located at the side or rear elevations to not be visible from the street. f. Utility meters shall be screened from public view.

ATTACHMENT 1

Section	Amendment
Section 5.15.6.E.1 (Awnings and Marquees)	c. Length = 25% to 100% of Building Frontage (~~F~~or commercial and mixed-use buildings within the Neighborhood Core-HD, Neighborhood Center-HD and Neighborhood General-HD zoning districts only). e. Marquees and Awnings ~~shall~~ may occur forward of the Build-to-Zone.
Section 5.15.6.E.2 (Balconies)	a. Depth = ~~2~~ 4 ft. minimum, or a depth that is proportionate to the height and width of the building, for upper floor balconies.
Section 5.15.6.E.2 (Balconies)	c. Length = No less than 25% ~~to 100%~~ of Building Frontage. (for all building type in all zones, except single family residences).
Section 5.15.6.E.5.d (Porches)	~~d. Overhang = 2 ft. minimum~~. ~~e.~~ d. Porches may have multi-story verandas and/or balconies above. ~~f.~~ e. Front porches may occur forward of the Build-to-Zone, but shall not extend into the right-of-way. ~~g.~~ f. Porches may be screened; however, if screened, all architectural expression (columns, railings, pickets, etc.) must occur on the outside of the screen (facing the street or public space).
Section 5.15.6.E.8 (Chimneys)	8. Chimneys, Roof Appurtenances, and Roof Penetrations a. Chimneys are a central element for a structure and have long provided opportunities for decorative detailing. b. Exterior chimneys shall be finished in brick, tabby, or stucco. c. Chimney caps provide the opportunity for a wide variety of details. d. In keeping with masonry building technology, metal spark arrestors, exposed metal flues, or prefabricated chimney caps are not permitted. e. Roof penetrations for service elements, including but not limited to hood vents, sewer vents, and air vents, shall be located so that they either are not visible from the street or are concealed within an architectural feature. Where this is not possible, they shall match the color of the roof.
Section 5.15.6.F (Architectural Elements)	2. General Requirements: The following shall be in rear yards/facades, or in side yards/facades not facing side streets, with approved screening: a. Window and Wall Air Conditioners; b. Electric Utility Meters; c. Air Conditioning Compressors; d. Irrigation and pool pumps; ~~and~~, e. Non-Residential and Residential Waste Receptacles; f. Systems Equipment; and, g. Roof Penetrations and Wall Penetrations.

ATTACHMENT 1

Section	Amendment
Section 5.15.6.F. 4. (Prohibited Materials)	4. The following are prohibited: a. Undersized shutters (the shutter or shutters must be sized to equal the width that would be required to cover the window opening.); b. Shutters made of plastic, vinyl, aluminum, polystyrene, ~~and~~ metal, or any material not permitted by Section 5.15.6.M of this Ordinance; I. Fences made of chain link, barbed wire, vinyl, ~~plain wire mesh,~~ or coated chain link; j. Fencing that has an electrical charge or is connected to source of electrical current and which is designed or placed that a person or animal meeting the conductive element of the fence receives an electrical shock; ~~j~~k. Fake-grained materials, except for any approved wood composite material permitted by Section 5.15 of this Ordinance; and ~~l~~k. Internally lit/neon signs.
Section 5.15.6.G (Building Walls)	G. Building Walls 1. General Requirements (required for all buildings): a. Exposed foundation walls (below the first floor elevation) shall be: Brick done in bond patterns ~~that match historic patterns in the district~~; Painted brick; Tabby stucco (mixed shell size only); ~~and~~ or Stucco over block or concrete (sand-finished or steel trowel only). b. All Chimneys shall be made of brick,~~;~~ stucco, tabby and natural or manufactured stone. 3. Permitted Finish Materials: a. Wood (termite resistant, 50-year siding product). b. Cement fiber siding (50-year siding product). c. Concrete masonry units with stucco tabby (C.B.S.).

ATTACHMENT 1

Section	Amendment
Section 5.15.6.H (Columns, Arches, Piers, Railings, Balustrades)	H. Columns, Arches, Piers, Railings, Balustrades 1. General Requirements: a. Column spacing: Columns and porch posts shall be spaced no farther apart than they are tall as measured from the centerlines of the columns ("o.c."). Piers shall be ~~place~~ placed directly below the columns or posts which they support. Column Proportions shall be consistent with those found in the American Vignola: A Guide to the Making of Classical Architecture, by William Ware. of Classical Architecture, by William Ware. 2. Permitted Finish Materials: a. Columns: Wood (termite resistant), painted or natural, Cast Iron, Concrete with smooth finish, Brick, Stone, Steel or Tabby. b. Arches, Lintels, and Sills: Concrete Masonry Units with Stucco (C.B.S.), Reinforced Concrete with Stucco, Brick, Stone, or Tabby. c. Piers: Concrete Masonry Units with Stucco (C.B.S.), Reinforced Concrete with Stucco, Brick, Stone. d. Railings & Balusters: Wood (termite resistant), painted or natural Wrought or Cast Iron. 3. Permitted Configurations: a. Columns: Square, 6" minimum, with or without capitals and bases; Round, 6" minimum outer diameter, with or without capitals and bases; Classical orders. b. Arches: Semi-circular & Segmental. c. Piers: 8" minimum dimension. d. Porches: Top Rail: 2-3/4". Minimum diameter; Balusters: 4" o.c. spacing minimum, 5" o.c. spacing maximum. e. The beam above the column ~~to be the same circumference as~~ must align with the neck of the column. f. Column base or trim are not permitted to overhang the porch or stoop.

Section	Amendment
Section 5.15.6.I (Windows and Doors)	I. Windows and Doors 1. General Requirements: a. The primary entrance to all buildings shall be located on the exterior wall facing the frontage street. b. Window openings shall be oriented vertically. c. Masonry Construction: A header and sill is required for all windows that are not located in a shopfront. d. The following accessories are permitted: Shutters, Wooden Window Boxes, Muntins and Mullions, Fabric or Metal Awnings (no backlighting; no glossy-finish fabrics). Snap-in muntins or mullions, and muntins between the glass are not recommended. Windows with true divided lite or simulated divided lite are encouraged. e. Dormer windows are encouraged. 2. Permitted Finish Materials: a. Windows & Shopfronts: Wood, Aluminum, Copper, Steel, Vinyl, Clad Wood , Fiberglass. b. Doors: Wood, ~~or~~ Metal or Metal-Clad. Except in the case of a Contributing Structure, the UDO Administrator may approve of the use of Wood Composite material for doors provided the UDO Administrator determines that the door will be consistent with the character of the Historic District and the materials used are of equal or better quality than traditional building materials. 3. Permitted Configurations: a. Windows: Rectangular, Square, Transom, Sidelite. Transoms must be aligned with the window or door located directly below them. b. Window Operations: Single- and Double-Hung, Casement, Industrial, Tilt, Fixed Frame (36 square feet max. and permitted within retail storefront only). c. Door Operations: Casement, French.
Section 5.15.6.J (Roofs and Gutters)	J. Roof and Gutters 1. General Requirements: a. Permitted Roof Types: gabled, hipped, & shed. Flat roofs shall be concealed on all sides with parapets. Applied mansard roofs are not permitted. b. Downspouts are to match gutters in material and finish. Rain chains may be used. 2. Permitted Finish Materials: a. Metal: Galvanized, Copper, Aluminum, Zinc-Alum. b. Shingles: Metal or Asphalt “dimensional” type, Slate, Composite Slate. c. Gutters: Copper, Galvanized Steel, Aluminum (14-18 gauge). d. Use recycled-content, 30- or 40-year roofing material. e. Design: Appropriate leaderheads, collector boxes, or scupper boxes are encouraged.

ATTACHMENT 1

Section	Amendment
Section 5.15.6.K (Garden Walls, Fences and Hedges)	K. Garden Walls, Fences, and Hedges 1. General Guidelines: Fences, garden walls, or hedges are recommended along all un-built rights-of-way which abut streets and rear lanes as shown in the diagram below. Fences, garden walls, or hedges are encouraged along Side Yards (behind the front plane of the primary structure), and Rear Yards. Fences, garden walls and hedges shall be minimum 25% opaque, and shall meet appropriate contextual standards or professional standards. When fences, garden walls, or hedges occur, they must follow the below requirements: 2. Height: a. Front Yard (in front of the primary structure): minimum height of 24 inches, maximum height of 42 inches. Pillars and posts shall extend farther. b. Rear Yards and Side Yards (behind the front plane of the primary structure): minimum height of 36 inches, maximum height 6 feet. 3. Permitted Finish Materials: a. Wood (termite resistant). b. Wrought or Cast Iron, Aluminum or Tube Steel with traditional finial connections and detailing. c. Brick (A cap protects the tops of all brick elements exposed to the weather such as garden walls and freestanding piers. Caps are generally comprised of brick, but may also be comprised of stone, cast stone, terra cotta, tabby, concrete, metal, or slate. The edges of caps shall be rectangular or more ornate. Caps shall project past the edge of the brick element below a minimum of 1/2in.). d. Stone. e. Concrete Masonry Units with Stucco or Tabby Stucco (C.B.S. – if primary structure is masonry). f. Reinforced Concrete with Stucco (if primary structure is masonry). g. Wood posts with "Hog wire" infill and a board rail on top.
Section 5.15.6.K (Garden Walls, Fences and Hedges)	4. Permitted Configurations: a. Wood: Picket fences with corner posts and rail fences. b. Wrought Iron or Tube Steel with traditional finial connections and detailing : Vertical, 5/8" minimum dimension, 4" ~~to 6"~~ spacing or spacing that complies with the applicable building code. c. Brick. d. Stone. e. Stucco: with texture and color to match building walls. f. Tabby Stucco: with texture and color to match building walls.
Section 5.15.6.M (Shutters)	d. Shutters may be louvered, paneled, board and batten, or plank construction used with ~~shutter dog of typical~~ the standard "S" ~~design~~hook, rat-tail hooks, generally less decorative iron butterfly, or other style shutter dog typical of the Old Town Bluffton Historic District's period of significance. e. Shutters shall be constructed of a durable wood. Except in the case of a Contributing Structure, the UDO Administrator may approve of the use of Wood Composite material for shutters provided the UDO Administrator determines that the shutters will be consistent with the character of the Historic District and the materials used are of equal or better quality than traditional building materials.

ATTACHMENT 1

Section	Amendment
Section 5.15.6.N (Corners and Water Table Corners)	7. Water Table Trim: a. ~~Water table~~Drip boards ~~should~~ shall be a minimum ~~2x~~ 5/4 stock with a bevel (any exposed flashing must be copper or match color of water table trim); b. Water table trim ~~should~~ shall extend beyond any skirt trim; and c. Skirt boards shall be a minimum 5/4 stock and furred out to sit just beyond the face of the foundation wall (after finish foundation material is applied, i.e. brick, stucco).
Section 5.15.6.O (Skirting & Underpinning)	1. The following are permitted materials for skirting and underpinning: Brick lattice, vertical or horizontal pattern wood lattice or fencing referred to as "pigboard" and louvered vents. Underpinning must be a minimum of 1" behind face of pier. Skirting must lay on top of pier. When using stucco or tabby allow for the material to be behind the skirting. Foundational vents of a similar configuration are permitted and should be aligned with window and door openings.
Section 5.15.6.P (Cornice, Soffit, and Frieze)	9. When exposed rafters are used, it is important that either vented or unvented blocking be provided between the rafters. Continuous venting in enclosed soffits with aluminum vents is permitted on new construction, but it is recommended that it be less than 3" wide and is disguised in the soffit to the extent feasible.
Section 5.15.8.B (Commercial Cottage)	Core • Center • General •
Section 5.15.8.C (Live-Work Sideyard)	Core • Center • General • Under "Notes:," add the following note: "May have porch on the front."
Section 5.15.8.D (Duplex / Triplex)	Notes: Each U~~u~~nit must have own separate street façade entrance, ~~forward (street) Facing entrance.~~ Units shall be arranged with fronts parallel to the primary street on which the Unit is located. Units shall all be constructed simultaneously and be of the same architectural character. Units may be rentals or condominiums. Regardless of the ownership of the individual units, each building shall share a single lot~~Units share one single lot~~. One carriage house is allowed per ~~Unit~~ Lot. Triplex may be 3 full stories if raised up on a full height basement. Each unit is typically 15' - 30' wide.

Section	Amendment
Section 5.15.8.F (Carriage House)	General: ~~Detached~~ Accessory Structure.
Section 5.15.8.F (Carriage House)	Size Range: ~~250~~ 200 - 1,200 sq. ft. (per unit)
Section 5.15.8.M (River House)	*Photos to be Provided*

5.7.4 Lot Layout and Design.

A. **Lot design standards.**

1-4. (No changes proposed.)

5. Access.

a. Every lot shall have access to a public or private roadway (access may be via a recorded cross or shared access easement). Subdivision design shall provide for safe and ready access for fire and other emergency equipment and for routes of escape to safely and efficiently handle evacuations.

b. Within Old Town Bluffton Historic District, lots subdivided after [date of ordinance adoption] that are less than 50 feet in width and that are intended for single-family or two-family residential use may provide vehicular access in the rear yard via cross or shared access easement, lane or alley in conformance with the standards found in Section 5.9, Transportation Network and Design. If rear yard access is not possible, vehicular access may be provided via the front yard provided that:

i. A shared driveway is provided and a shared access easement is recorded with the Beaufort County Register of Deeds; and,

ii. If a garage, carport or parking pad is provided, it shall comply with the placement requirements in Sec. 5.15.7.H.1. of this UDO.

The UDO Administrator shall have the authority to approve driveways for individual lots if site constraints cause a shared driveway to be unfeasible.

5.15.5.F. General Standards

12. Exceptions from lot widths may be granted by the UDO Administrator of up to five (5) feet at the time of subdivision when site constraints are present to preserve protected and specimen trees and protect historic resources, among other features.

Attachment 2

Consideration of Approval of Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 5 Design Standards, General Standards Related to Historic District Architectural Design and Lot Sizes – First Reading

"I move to approve the First Reading of Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 5 Design Standards, General Standards Related to Historic District Architectural Design and Lot Sizes – First Reading"

TOWN COUNCIL

STAFF REPORT
Department of Growth Management

MEETING DATE:	July 14, 2020
PROJECT:	Consideration of Approval of an Ordinance to Amend the Belfair Planned Unit Development Text to Amend Proposed Uses to Add the Use "Animal Hospital of Clinic" to the List of Permitted Uses within the Neighborhood Commercial Portion of the Belfair Planned Unite Development Concept Plan, Article 4 Development Plan Subsection A.6 – Neighborhood Commercial – First Reading
APPLICANT:	Walter J. Nester, III, Burr & Forman, LLP
PROJECT MANAGER:	Kevin P. Icard, AICP Planning & Community Development Manager

INTRODUCTION: A request by Walter J. Nester, III of Burr & Forman LLP, on behalf of the owner, BRE Mariner Belfair Town Village, LLC, for approval of a Planned Unit Development (PUD) Text Amendment. The Applicant submits this Application requesting the approval of a text amendment to the Belfair PUD by adding to the current authorized uses in the Neighborhood Commercial (NC) portion of the Belfair PUD the use category "Animal Hospital or Clinic," but excluding the use category "Kennel".

The Neighborhood Commercial (NC) portion of the Belfair PUD, known as the Belfair Town Village, is located on the northern side of Highway 278 across from the intersection of Simmonsville Road and consists of approximately 31.5 acres (See Attachment 1 & 2).

BACKGROUND: This application is for a text amendment within the Belfair PUD to allow "Animal Hospital or Clinic", but excluding "Kennels," within the Neighborhood Commercial (NC) portion of the PUD.

The Owner intends to lease Property within the Neighborhood Commercial area of the PUD to Banfield Pet Hospital, a full-service veterinary clinic providing treatment, medications, vaccinations and the sale of associated retail products for household pets. Banfield does not require nor plan to contract kennels or facilities for keeping household pets on the property, except as necessary to provide medical treatment (See Attachment 3). Attachment 4 identifies the location of the Neighborhood Commercial area. Attachment 5 is an excerpt from the Belfair PUD that indicates the modifications will be made (See Attachment 5).

REVIEW CRITERIA & ANALYSIS: Town Council shall consider the criteria set forth in Section 3.5.3. of the Unified Development Ordinance in assessing an application for a Text Amendment. The applicable criteria are provided below followed by Staff Finding(s) based upon review of the application submittals to date.

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

   Finding. This request is consistent with the Comprehensive Plan.

   Finding. This text amendment would extend the Neighborhood Commercial (NC) area uses to allow an animal hospital or clinic, excluding kennels, and would be consistent with the commercial uses in the area.

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

   Finding. This request does not significantly alter the area since the Belfair Towne Village is already developed with a variety of residential, civic, commercial, and other mixed uses. The application proposes to add the additional use of "Animal Hospital or Clinic," which is an equivalent or less intense use than other uses available in the Belfair PUD.

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

   Finding. This request will allow the additional use of Animal Hospital or Clinic to support current and future residents of the Town by allowing animal medical and health care facilities for animals of Town and County Residents.

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

   Finding. This request affects the Neighborhood Commercial (NC) portion of the Belfair PUD, which has direct access to U.S. Highway 278. The Neighborhood Commercial area has all necessary and readily available utilities and storm water facilities that are suitable for the proposed use. No additional density is requested; therefore, there is no adverse impact on the public facilities and services contemplated to serve the Belfair PUD.

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

   Finding. This request has satisfied all applicable requirements of the Applications Manual.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission made a recommendation to approve the Application as submitted by the Applicant at the May 27, 2020 meeting.

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

1. Approve the application as submitted;

2. Approve the application with amendments; or

3. Deny the application as submitted.

NEXT STEPS:

PUD Text Amendment	Step Completed	Date Completed
Step 1. Pre-Application Meeting	✓	October 17, 2019
Step 2. Application Check-In Meeting	✓	April 14, 2020
Step 3. Public Advertisement (Newspaper)	✓	May 10, 2020
Step 4. Planning Commission Public Hearing and Recommendation	✓	May 27, 2020
Step 5. Town Council Ordinance 1st Reading	✓	July 14, 2020
Step 6. Town Council Public Hearing & Ordinance 2nd & Final Reading (August 11, 2020 Tentative)		

ATTACHMENTS:

1. Application
2. Zoning Map
3. Project Narrative
4. Vicinity Map
5. PUD Modification
6. Ordinance
7. Proposed Motion

Attachment 1

TOWN OF BLUFFTON
ZONING MAP/TEXT AMENDMENT APPLICATION

Growth Management Customer Service Center
20 Bridge Street
Bluffton, SC 29910
(843) 706-4522
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant	Property Owner
Name: BRE Mariner Belfair Town Village LLC	Name: BRE Mariner Belfair Town Village LLC
Phone: 843-815-2171	Phone: 770-442-3834
Mailing Address: c/o Burr & Forman LLP 4 Clarks Summit Drive, Suite 200 Bluffton, SC 29910	Mailing Address: c/o Brixmor 1003 Holcomb Woods Parkway Roswell, GA 30076
E-mail: wnester@burr.com	E-mail: Brett.Milke@brixmor.com
Town Business License # (if applicable):	

Project Information

Project Name: Belfair Towne Village Text Amendment	Acreage: 31.5 Acres
Project Location: Belfair Towne Village	Comprehensive Plan Amendment Yes ☒ No
Existing Zoning: PUD	Proposed Zoning: PUD

Type of Amendment: ☒ Text Map

Tax Map Number(s): R610 031 000 0194 0000

Project Description: Text Amendment to Belfair Towne Village a Portion of the Belfair Planned Unit Development

Minimum Requirements for Submittal

☐ 1. Two (2) full sized copies and digital files of the maps and/or plans depicting the subject property.
☒ 2. Project Narrative and digital file describing reason for application and compliance with the criteria in Article 3 of the UDO.
☐ 3. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.

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

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

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

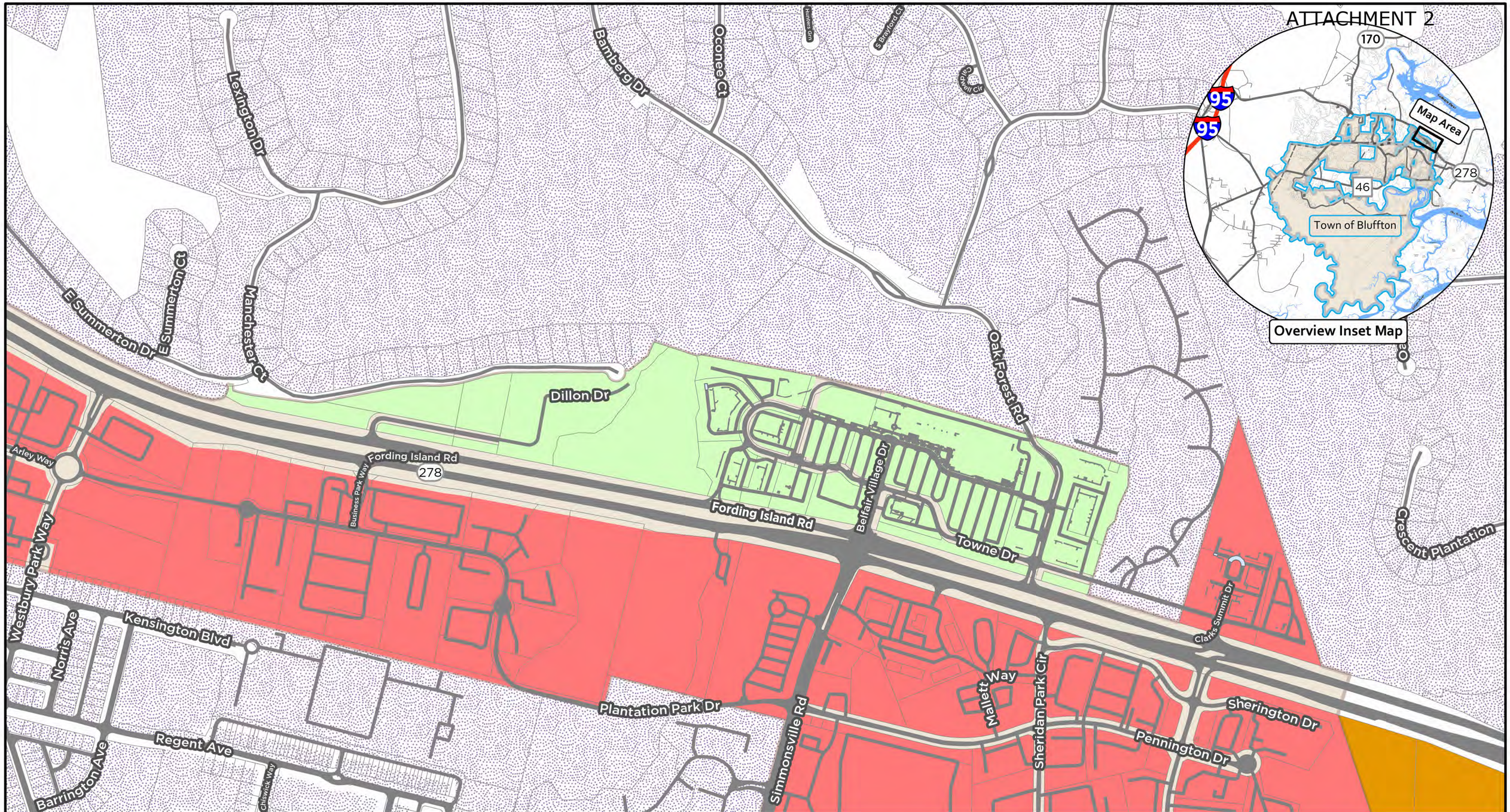
Property Owner Signature: Date: March 31, 2020

Applicant Signature: Date: 4.1.2020

For Office Use

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

ATTACHMENT 2



Legend

Bluffton Zoning Districts

- General Mixed Use
- Planned Unit Development

Beaufort County Zoning

- Existing Planned Unit Development
- Neighborhood Mixed-Use
- Regional Center Mixed-Use

TOWN OF BLUFFTON - BEAUFORT COUNTY - SOUTH CAROLINA

BELFAIR PUD TEXT AMENDMENT

0 150 300 600 900 Feet

N E S W

Ryan J. Coleman, GISP
Date: 6/24/2020

Attachment 3

STATE OF SOUTH CAROLINA	)	**BEFORE THE PLANNING COMMISSION**
	)	**AND TOWN COUNCIL OF THE**
COUNTY OF BEAUFORT	)	**TOWN OF BLUFFTON, SOUTH CAROLINA**

PROJECT NARRATIVE
FOR
THE ZONING MAP/TEXT AMENDMENT APPLICATION
OF
BRE MARINER BELFAIR TOWN VILLAGE LLC
CONCERNING
BELFAIR TOWNE VILLAGE
A PORTION OF
THE BELFAIR PLANNED UNIT DEVELOPMENT
BLUFFTON, SOUTH CAROLINA

This Project Narrative is submitted with and is intended to be incorporated in and comprise a part of the Application for Zoning Map/Text Amendment (the "**Application**") of BRE Mariner Belfair Town Village LLC, a Delaware limited liability company authorized to conduct business in South Carolina (the "**Applicant**")[1]. This narrative is submitted to the Planning Commission and the Town Council of the Town of Bluffton, South Carolina (the "**Town**") to describe how the Application meets the criteria of Section 3.4.3 of the Town's Unified Development Ordinance (the "**UDO**") as required by the Application and Section 3.4 of the UDO.

I. NARRATIVE

A. INTRODUCTION AND REQUEST.

The Applicant is the owner of an approximate 13.79 acre parcel identified by Beaufort County Tax Map Number **R610 031 000 0194 0000** (the "**Property**"). The Property is a part of an approximate 35 acre commercial and related development known and described as Belfair Towne Village ("**Belfair Towne Village**"), a portion of the Belfair Planned Unit Development (the "**Belfair PUD**"). Belfair Towne Village is the primary commercial area in the Belfair PUD. The Belfair PUD was approved by Beaufort County

[1] See attached Exhibit "A" - Business Filings Report of the South Carolina Secretary of State.

Council by Ordinance Number 95/28 on July 24, 1995.[2] This Application concerns the Belfair Towne Village portion of the Belfair PUD only which was annexed into the Town in December of 2005 by Town of Bluffton Ordinance No. 2005-28.[3] The planned unit development zoning existing at that time was carried over as the zoning for Belfair Towne Village after annexation and known and described by the Town as the "Belfair PUD".[4] Uses and density therefor are as existed in the Belfair PUD. The Land Uses for the Belfair PUD are described in Article IV.A of the Belfair PUD text, pages 45 through 51[5] and Land Use areas depicted on that certain plan entitled "Belfair P.U.D. Final Master Plan" dated March 27, 2000 (the "**Master Plan**")[6]. These land uses were uses contained and described in Beaufort County Zoning and Development Standards Ordinance 90-3 ("**Ordinance 90-3**") which was the applicable land use ordinance existing at the time of approval of the Belfair PUD by Beaufort County. Accordingly, reference to the uses described in the text of the Belfair PUD and Ordinance 90-3 is necessary when considering text amendment of the text of the Belfair PUD located within the Town.

The Property is owned by BRE Mariner Belfair Town Village LLC (the "**Owner**") who acquired the Property pursuant to deed dated December 20, 2011 and recorded in the Register of Deeds ("ROD") in **Book 3110** at **Page 1221**.[7] The Property is managed by Brixmor Management Joint Venture 2, LP, a Delaware limited partnership.[8] The Owner intends to lease the Property to Banfield Pet Hospital, a full service veterinary clinic providing treatment, medications, vaccinations and the sale of associated retail products for household pets ("**Banfield**"). Banfield does not require nor plan to construct kennels or facilities for keeping household pets on the Property, except as necessary to provide medical treatment.

The Applicant submits this Application requesting the approval of a text amendment to the Town's official zoning map, described in Section 4.1.2 of the UDO, by amending the text of the Belfair PUD in order to add to the current authorized uses in the Belfair PUD the use category "Animal Hospital or Clinic" but excluding the use category "Kennel".

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[2] See Exhibit "B" Beaufort County Ordinance 95/28 attached hereto and made a part hereof.

[3] See Exhibit "C" attached hereto and made a part hereof.

[4] See Exhibit "D" Town Growth Management Department Planned Unit Development Map attached hereto and made a part hereof.

[5] Said pages attached hereto as Exhibit "E" and made a part hereof.

[6] See Exhibit "F" Final Master Plan attached hereto and made a part hereof.

[7] See Exhibit "G" deed recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3110 at Page 1221 attached hereto and made a part hereof.

[8] See attached Exhibit "H" – Business Filings Report of the South Carolina Secretary of State.

B. CURRENT AND PROPOSED DENSITY AND USE.

The by-right permitted use for the Property under the Belfair PUD is described as Neighborhood Commercial (NC).[9] The Applicant proposes to retain the base zoning of PUD; to retain the current approved uses; and add the use category of "Animal Hospital or Clinic" as a Permitted Use under Article IV.A of the Belfair PUD. The text to the Belfair PUD described the Neighborhood Commercial area as one which "allows for the development of a limited use commercial area to provide essential services to residents and to function as part of a commercial node for the general public as anticipated by the original Beaufort County Map." It is noted that the list of prohibited uses are described as allowed under the then existing Beaufort County Zoning and Development Standards Ordinance.[10] Currently Article IV.A describes "Permitted Uses" and "Prohibited Uses" in the NC category. Item "o" under "Prohibited Uses" lists "Animal Hospital, Clinic or Kennel". The Applicant proposes to add as a new item "h" under "Permitted Uses" the category "Animal Hospital or Clinic". Item "o" under "Prohibited Uses" would be changed to prohibit "Kennels". The Applicant does not propose to add additional density to the PUD.

II. REZONING CRITERIA.

A. Applicability. The current existing land use is PUD, specifically Belfair PUD[11]. Section 3.4.2 of the UDO requires that any rezoning "be based upon the recommended future land use category for the property as shown on the future land use map in the Town of Bluffton Comprehensive Plan." The future land use map in the Town's Comprehensive Plan (the "**Comprehensive Plan**") indicates that the Property is primarily designated as High Intensity Commercial within the Belfair PUD. The Comprehensive Plan describes High Intensity Commercial as "a regional commercial land use which allows intense commercial activity, services, light industrial, and some accessory high density residential. Uses include large scale shopping centers, home improvement centers, one-stop shopping centers and businesses, accessory commercial that serve shoppers such as restaurants, hotels/motels, and gas stations to address the needs of Bluffton, neighboring areas, and for those who pass through Bluffton."[12] As more further described in this narrative, the

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[9] See Final Master Plan, Exhibit "F" attached hereto and made a part hereof.

[10] See Pages 48 and 49 Belfair PUD, attached hereto as Exhibit "I" and made a part hereof.

[11] See Section 4.2.13.B "Existing PUDs".

[12] See Page 8-14 Comprehensive Plan.

Applicant believes that the addition of the use "Animal Hospital or Clinic" is consistent with the Comprehensive Plan's goals for High Intensity Commercial Areas.

B. **Application Review Criteria.** Section 3.4.3 of the UDO sets forth the review criteria for consideration by the Town's Planning Commission and Town Council when reviewing an application for a Zoning Map / Text Amendment. The Applicant proposes that this Application satisfies or exceeds the requirements for a Zoning Map / Text Amendment as set forth below.

1. **Consistency with the Comprehensive Plan.**

(a) **Population Vision.** *The Population Vision of the Comprehensive Plan acknowledges and accepts the Town's diverse population and strives to offer a high quality of life for all residents, visitors and workers.*[13] The proposed additional use category proposed by the Applicant is consistent with the Population Vision as it provides animal medical services to support the existing and future population of the Town.[14] Furthermore, it is consistent with and furthers efforts to fulfill the goal to prepare for the minimum two-fold increase growth of the Town's permanent residents with the addition of animal medical services for the Town's residents.[15] Moreover, the proposed additional use will provide employment for clinical and non-clinical staff within the Town, thereby providing employment opportunities for residents of the Town.[16] The proposed change in use does not require additional density, does not require new development nor otherwise impact the Population Vision, and is therefore consistent with the Comprehensive Plan.

(b) **Cultural Resources Vision.** *The Cultural Resources Vision of the Comprehensive Plan instructs the Town to strive to maintain a sense of community, diversity and individuality by preserving cultural resources.*[17] The

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[13] See Chapter 2, Page 2-1, December 9, 2014 Comprehensive Plan.

[14] See Section 2.1 Population Needs and Goals Chart, Page 2-6, December 9, 2014 Comprehensive Plan.

[15] See Section 2.3 Population Projections Chart, Page 2-14, December 9, 2014 Comprehensive Plan.

[16] See Section 2.10 Income, Needs and Goals Chart, Page 2-6, December 9, 2014 Comprehensive Plan.

[17] See Chapter 3, Page 3-1, December 9, 2014 Comprehensive Plan.

proposed amendment does not impact the Cultural Resources vision of the Comprehensive Plan since the Property is within an existing PUD and all cultural resource matters were addressed prior to and as a requirement of the approval and adoption by the County of the Belfair PUD prior to annexation into the Town.

(c) **Natural Resources Vision.** *The Natural Resources Vison of the Comprehensive Plan instructs the Town to inventory and protect critical resources in a manner which sustains the vitality, function, and beauty of Bluffton's natural heritage.*[18] The Applicant is seeking to amend the Official Zoning Map to authorize an additional category of use for the Property which is located in an existing PUD which does not require and does not seek an increase in the density for the Property or the Belfair PUD. The Applicant's proposed amendment to add an additional approved use category for the Property does not seek to otherwise change the Belfair PUD nor materially alter any existing structure or improvement on the Property. No density beyond that contemplated in the Belfair PUD is requested and there is no new impact to the natural resources and existing natural environment of the Town nor to the Belfair PUD due to the proposed additional use category. Accordingly, the Application is consistent with the Natural Resources vison of the Comprehensive Plan.

(d) **Housing Vision.** *The Housing Vision of the Comprehensive Plan seeks to ensure that every resident has decent, safe and affordable housing.*[19] The Applicant's proposed amendment to add an additional use category for the Property does support the Housing Vision as approval provides additional animal health services to support the existing and future population of the Town. The addition of the proposed use, while not in itself housing, supports the vision overall by serving to attract new residents and business by making available quality animal health care services in the Town. The proposed additional use supports the economic development element to the Housing vision in that there is a stated need to continue the high home ownership percentage within the

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[18] See Chapter 4, Page 4-1, December 9, 2014 Comprehensive Plan.

[19] See Chapter 5, Page 5-1, December 9, 2014 Comprehensive Plan.

Town.[20] The use proposed by the Applicant supports the continuation and increase of employment opportunities for skilled and unskilled workers, and provides the availability of additional animal medical services to the animals of Town's residents, and is consistent with the Housing Vision of the Comprehensive Plan.

(e) **Economic Development Vision.** *The Economic Development Vision of the Comprehensive Plan instructs the Town to strive to create a vital, diverse and sustainable local economy that enhances Bluffton's community resources: human, natural and economic.*[21] The Economic Development Vision of the Comprehensive Plan recognizes the need to ensure a balanced local economy through revisions to zoning and land use regulations. The Applicant's proposed text amendment provides residents of the Town and the greater Bluffton area with expanded animal health services and treatments and serves the goals set forth in the Economic Development Vision by facilitating the opportunity for employment opportunities for skilled and unskilled workers.[22] All of which serve to enhance the Town's human, natural and economic resources and contributes to a stable tax base. Accordingly, the proposed additional use category is consistent with the Economic Development Vision of the Comprehensive Plan.

(f) **Community Facilities Vision.** *The Community Facilities Vision of the Comprehensive Plan encourages the Town to provide efficient and reliable facilities and services for the residents and visitors of the Town of Bluffton and to meet level of service standards to ensure a high quality of life.*[23] The approval of this Application supports the Community Facilities Vision as it facilitates the opportunity for employment opportunities for skilled and unskilled workers which serve to enhance the Town's human, natural and economic resources and contributes to a stable tax base. It is that tax revenue that provides the opportunities for the Town to provide the efficient and reliable facilities

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[20] See Section 5.2 Tenure and Occupancy, Needs and Goals Chart, Page 5-5, December 9, 2014 Comprehensive Plan.

[21] See Chapter 6, December 9, 2014 Comprehensive Plan, Page 6-1.

[22] See Section 6.6, Economic Development and Diversification Needs and Goals Chart, Page 6-23, December 9, 2014 Comprehensive Plan.

[23] See Chapter 7, December 9, 2014 Comprehensive Plan, Page 2-1.

contemplated in the Community Facilities Vision of the Comprehensive Plan. Additionally, the proposed Project is in an existing PUD where the infrastructure including roadways, sanitary sewer, solid waste, drainage, potable water, electricity, telephone and cable, and landscaping is already in place and will not be modified by the addition of this use. The Applicant's proposed additional use category supports and is consistent with the Community Facilities Vision of the Comprehensive Plan, as it adds the opportunity for expanded animal healthcare services to residents and visitors of the Town without adding additional unplanned burdens on these community facilities.

(g) **Land Use Vision.** *The Land Use Vision of the Comprehensive Plan encourages the Town to plan for a balance of land uses that ensure a high quality of life, business opportunity, environmentally protected areas and proposer placement of residential uses.*[24] The Property is located in the Belfair PUD. The Land Use Vision of the Comprehensive Plan identifies PUD's as a useful planning tool which have been used extensively in the greater Bluffton area to create high quality and unique master planned developments.[25] The Applicant's proposed additional use category provides residents of the Town and the greater Bluffton area with quality animal medical and health care for pets of Town residents. The Applicant's proposed use for the Property is supported by the existing infrastructure on the Property and within the Town and does not adversely impact or create unplanned burdens on the natural environment or existing infrastructure, and is consistent with the Land Use Vision of the Comprehensive Plan.[26]

(h) **Transportation Vision.** *The Transportation Vision of the Comprehensive Plan seeks to plan an efficient, adequate and safe transportation network for all users, including motorists, cyclists and pedestrians.*[27] The Applicant's proposed use is consistent with and supports the Transportation Vision of the

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[24] See Chapter 8, December 9, 2014 Comprehensive Plan, Page 8-1.

[25] See Section 8.3 Zoning and Regulation, December 9, 2014 Comprehensive Plan, Page 8-24.

[26] See Land Use Table, Goals and Implementation Steps, Section 8.2, Page 8-22.

[27] See Chapter 9, December 9, 2014 Comprehensive Plan, Page 9-1.

Comprehensive Plan. The proposed change in use does not provide for increased density rather it uses existing, available density in an existing PUD. The additional use category proposed by the Applicant has no negative impact on the Town's transportation system, and is consistent with the Transportation Vision of the Comprehensive Plan.

(i) **Priority Investment Act Vision.** *The Priority Investment Act Vision of the Comprehensive Plan encourages the shared commitment with neighboring jurisdictions and agencies to work together to plan and construct the public infrastructure needed by the residents of Bluffton and Beaufort County.*[28] The adoption of an Official Map is identified as a tool to implement the Comprehensive Plan by identifying property for future rights of way and other public uses and restricting the development on such property once such areas are identified.[29] The Property is located within the Belfair PUD and the planning for the public rights of way and other uses has already been completed and are not contemplated for the Property. Accordingly, the Application's proposed additional use category for the Property does not implicate the Priority Investment Act Vision of and is therefore consistent with the Comprehensive Plan.

2. **Compatibility of the site's physical, geological, hydrological and other environmental features to support the breadth and intensity of uses that could be developed in the proposed zoning district**. The Property is located in the Belfair PUD an existing PUD within the Town. The physical, geological and other environmental features of the Property and the Belfair PUD have already been reviewed, planned, designed and approved for a variety of uses including commercial uses set forth in the UDO. Many such uses have a greater and more intense impact than the proposed additional use category of Animal Hospital or Clinic and the PUD is designed to be capable of handling uses more intense than the uses available under Animal Hospital or Clinic.[30] Furthermore, the Applicant is not seeking additional density nor is any new development

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[28] See Chapter 10, December 9, 2014 Comprehensive Plan, Page 10-1.

[29] See Section 10.2 Official Map, December 9, 2014 Comprehensive Plan, Page 10-5.

[30] See Section 9.4 of the UDO, Description of Uses of Land and Buildings.

proposed for the additional use category intending to use a portion of the High Intensity Commercial density already assigned and existing in the PUD. Accordingly, the Property and the PUD can support the uses available under the proposed additional use category.

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

(a) **Compatibility with surrounding uses and zoning districts – location.** The Applicant believes that the Property is suitable for the "Animal Hospital or Clinic" use category proposed in the Application. The Property is located in the commercial areas of the Belfair PUD which provides for a variety of residential, civic, commercial and mixed uses. The additional use complements those various uses by providing animal medical and health care services to the animals of residents and guests of the PUD. Moreover, use as a Kennel is prohibited.

(b) **Compatibility with surrounding uses and zoning districts – impacts on the environment.** The Property is located in the existing Belfair PUD. The Applicant's proposed amendment to add an additional approved use category for the Property does not seek to otherwise change the Belfair PUD. No new density beyond that currently existing in the commercial areas of the Belfair PUD is requested and no new development is proposed. Therefore, there are no new impacts to the natural resources and existing natural environment of the surrounding uses or zoning districts.

(c) **Compatibility with surrounding uses and zoning districts – noise.** The uses allowed under the use category Animal Hospital or Clinic are not the type of uses that create the type or level of noise beyond that created by the uses currently allowed in the commercial areas of the Belfair PUD. Moreover, use as a Kennel is prohibited.

(d) **Compatibility with surrounding uses and zoning districts – density**. No additional density is requested by this application.

(e) **Compatibility with surrounding uses and zoning districts – nature of use.** The Property and Belfair Towne Village are already developed with a variety of residential, civic, commercial and mixed uses. The applicant proposes an additional use of Animal Hospital or Clinic which is a less intense use than other uses available in the Belfair PUD. The uses proposed by the Application are compatible with surrounding uses.

(f) **Compatibility with surrounding uses and zoning districts – traffic impacts.** The Property is served by a signalized intersection providing ingress and egress to U.S. Highway 278. No further connections are contemplated. The Property and Belfair Towne Village are already developed and traffic impacts have already been addressed.

(g) **Compatibility with surrounding uses and zoning districts – aesthetics.** The Belfair Towne Village is governed by restrictive land use covenants that provide for architectural review to maintain appropriate architectural design and standards within the PUD. The Applicant is not proposing any new development and therefore the aesthetics of the existing development on the Property is compatible with surrounding uses and zoning districts.

(h) **Compatibility with surrounding uses and zoning districts – ability to develop adjacent properties under existing zoning.** The addition of the new use category for the Property has no adverse impact on the development of adjacent properties as they may continue to be developed as provided in the Belfair PUD.

(i) **Compatibility with surrounding uses and zoning districts – potential influence on property values.** The approval of this Application likely will positively influence property values of surrounding properties by providing a resource to the Town's citizens and locate a viable use in the Belfair PUD that does not exist and will occupy already constructed and developed facilities.

4. **Compatibility of public infrastructure and services to sufficiently accommodate all potential uses allowed in the proposed district without compromising the public health, safety and welfare of the Town.** The Property has nearly direct access to U.S. Highway 278, and excellent connections to the Bluffton Parkway. The Property has all necessary and readily available utilities and storm water drainage facilities that are suitable for the proposed use. No additional density is requested and therefore there is no adverse impact on the public facilities and services contemplated to serve the Belfair PUD.

5. **Public need for the potential uses permitted in the requested zoning district.** The proposed additional use of Animal Hospital or Clinic will support current and future residents of the Town by providing animal medical and health care facilities for animals of Town residents.

III. CONCLUSION.

The Applicant believes the foregoing narrative and analysis demonstrates that this Application is in conformance with the Town's Comprehensive Plan, and meets the criteria set forth in Section 3.4.3 of the UDO. Accordingly, the Applicant respectfully requests that the Planning Commission and Town Council:

A. Review this Application and the supporting documentation and any testimony which will be entered into the record.

B. Find the following:

(1) That this Application and the supporting testimony and documentation establish that the requested zoning map / text amendment is consistent with the Town's Comprehensive Plan.

(2) That this Application and the supporting testimony and documentation establish the physical, geographical, hydrological and other environmental features of the Property support the breadth and intensity of the uses available in the proposed additional use category.

(3) That this Application and the supporting testimony and documentation establish that the uses available in the proposed additional use category for the Property are compatible with surrounding uses and zoning districts in terms of suitability

of location, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, ability to develop adjacent properties under existing zoning and the potential influence on property values.

(4) That this Application and the supporting testimony and documentation establish that the public infrastructure and services are available and capable of sufficiently accommodating the uses available in the proposed additional use category without compromising the public health, safety and welfare of the Town.

(5) That this Application and the supporting testimony and documentation establish that the there is a public need in the zoning district and the Town for the use proposed by the Application.

(6) That this Application and the supporting testimony and documentation are in compliance with the applicable requirements in the Applications Manual.

C. Recommend approval of this Application and the rezoning of the Property to add as an additional approved use "Animal Hospital or Clinic".

Respectfully submitted on behalf of the Applicant this 2nd day of April, 2020.

BURR & FORMAN LLP

Walter J. Nester, III

Attachment 3

EXHIBIT "A" TO SUPPLEMENT

South Carolina Secretary of State
Business Filings Report

(please see attached)

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

BRE MARINER BELFAIR TOWN VILLAGE LLC

Corporate Information

Entity Type: Limited Liability Company

Status: Good Standing

Domestic/Foreign: Foreign

Incorporated State: Delaware

Important Dates

Effective Date: 10/12/2011

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: CORPORATION SERVICE COMPANY

Address: 1703 LAUREL STREET
COLUMBIA, South Carolina 20201

Official Documents On File

Filing Type	Filing Date
Change of Agent or Office	12/16/2011
Authority	10/12/2011

For filing questions please contact us at **803-734-2158**

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Attachment 3

EXHIBIT "B" TO SUPPLEMENT

Beaufort County Ordinance 95/28

(please see attached)

Attachment 3

95/28

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AMENDING THE EXISTING OFFICIAL LAND USE ZONING MAPS, DATED APRIL 9, 1990, WHICH ARE PART AND PARCEL OF THE ZONING AND DEVELOPMENT STANDARDS ORDINANCE (90/3).

A. Official Land use Zoning Map 600-11

Tax Map 600, Maps 23 and 23B, Parcels 48, 16 and 4, located along U.S. Highway 278 from Planned Unit Development (under the Rose Hill Master Plan) to Planned Unit Development.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Thomas C. Taylor
Chairman

ATTEST:

_____
Clerk to Council

REVIEWED BY:

_____
County Attorney

First Reading: June 12, 1995
Second Reading: June 26, 1995
Public Hearing: July 24, 1995
Third and Final Reading: July 24 1995

RECEIVED

Attachment 3

EXHIBIT "C" TO SUPPLEMENT

Bluffton Ordinance 2005-28

(please see attached)

Attachment 3

ORDINANCE NO. 2005-28

AN ORDINANCE FOR THE ANNEXATION OF CERTAIN REAL PROPERTY OWNED ALONG BUCK ISLAND AND SIMMONSVILLE ROADS INTO THE CORPORATE BOUNDARIES OF THE TOWN OF BLUFFTON, SOUTH CAROLINA

WHEREAS, by Petition for Annexation of certain real property located along Buck Island and Simmonsville Roads that are contiguous to the Town of Bluffton's corporate boundaries

WHEREAS, the Petition for Annexation was filed pursuant to South Carolina Code of Laws Section 5-3-300, et.seq. which allows for an election to be held in the area proposed for annexation; and,

WHEREAS, pursuant to South Carolina Code of Laws Section 5-3-300, and in accordance with the provisions prescribed by Chapters 13 and 17 of Title 7 of the South Carolina Code of Laws, and election was held in the area proposed by the Petition for Annexation on Wednesday, October 26, 2005; and,

WHEREAS, a majority of the votes cast in the election by qualified electors of the area proposed to be annexed were cast in favor of the annexation; and,

WHEREAS, the vote has been certified by the County Board of Canvassers; and,

WHEREAS, on or about November 28, 2005, a petition signed by more than five (5%) percent of the registered voters in the Town was received and subsequently verified, such petition necessitating a special municipal election on December 28, 2005; and,

WHEREAS, a special election was held on December 28, 2005, and 183 votes were cast – 154 in favor of the annexation, 28 opposed, and 1 spoiled; and,

Attachment 3

WHEREAS on December 29, 2005, the Town of Bluffton Election Commission certified the results of the December 28, 2005 election; and,

WHEREAS, the Town Council of Bluffton finds it to be in the Town's best interest to annex into its corporate boundaries that certain property along Buck Island and Simmonsville Roads that were the subject of the Petition and election; and,

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

The Town of Bluffton, South Carolina, hereby annexes into its corporate boundaries all those certain properties along Buck Island and Simmonsville Roads that were the subject of the Petition for Annexation and the special election held on Wednesday, October 26, 2005 and which is more fully described by the Petition for Annexation and its Exhibits and Attachments, the same being attached hereto and incorporated herein as part of this Ordinance.

Attachment 3

This Ordinance was read and passed at first reading by title only on November 9 , 2005.

Henry "Hank" Johnston, Mayor
Town of Bluffton, South Carolina

Sandra Lunceford
Clerk, Town of Bluffton, South Carolina

A public hearing was held on this Ordinance on December 14, 2005.

Henry "Hank" Johnston, Mayor
Town of Bluffton, South Carolina

Sandra Lunceford
Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at second and final reading held on December 29, 2005.

Henry "Hank" Johnston, Mayor
Town of Bluffton, South Carolina

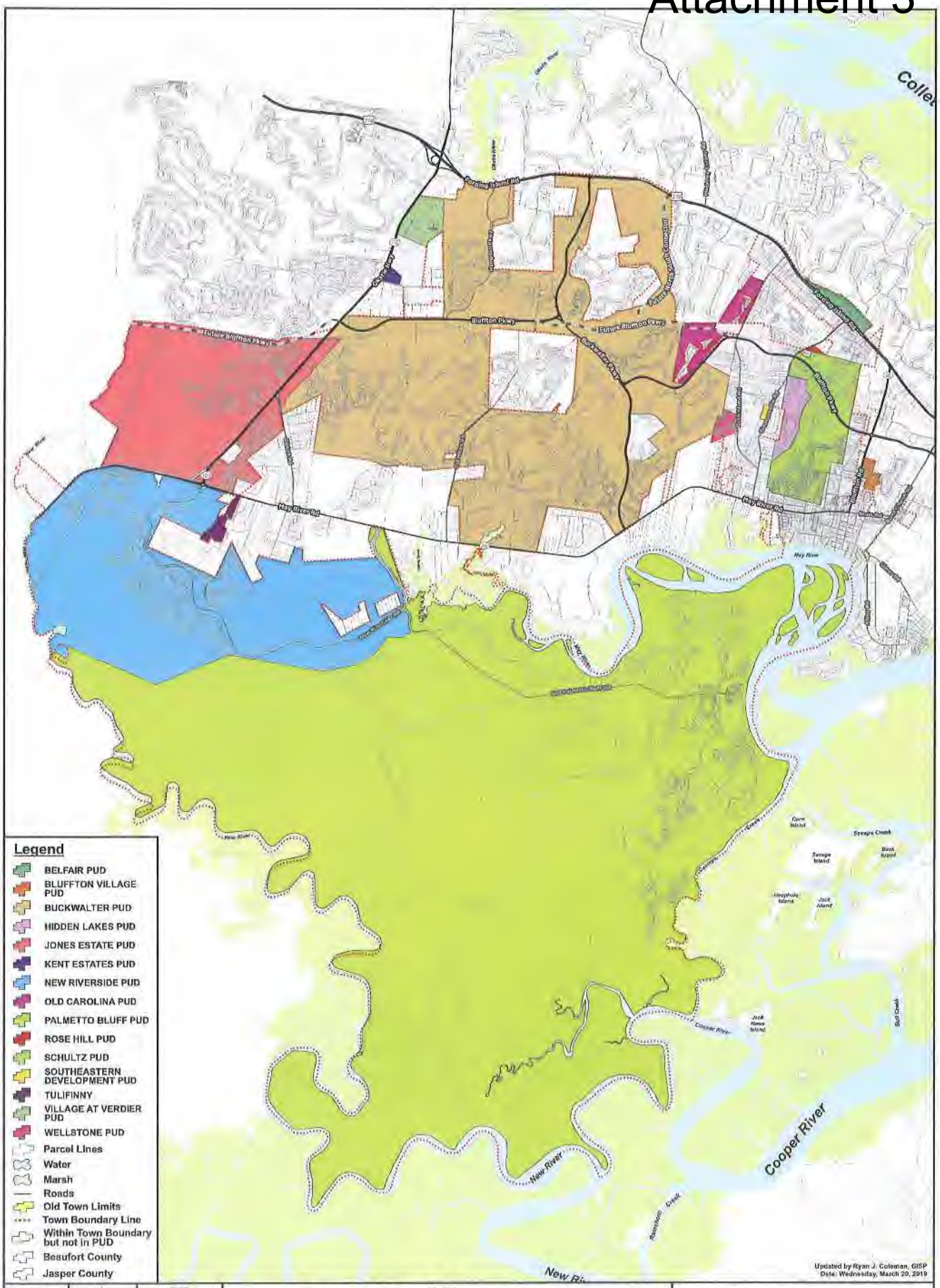
Sandra Lunceford
Clerk, Town of Bluffton, South Carolina

EXHIBIT "D" TO SUPPLEMENT

Town Growth Management Department Planned Unit Development Map

(please see attached)

Attachment 3



NORTH

Growth Management Department

Town of Bluffton • Beaufort County, SC

Scale in Miles

PLANNED UNIT DEVELOPMENTS

Attachment 3

EXHIBIT "E" TO SUPPLEMENT

Belfair PUD, Pages 45-51

(please see attached)

A. LAND USES

The following land use categories as designated on the master plan, shall have the following allowed permitted uses and development parameters.

1. Single Family Residential (SF)

The designation allows for the construction of single family units both detached and attached. The units will be developed in accordance with the Community Covenants and Restrictions (CCR's).

Permitted Uses:

a. Dwelling Units
   (1) Detached Single Family
      (a) Minimum lot size - 5,000 square feet for detached single family units
   (2) Attached Single Family
      (a) Minimum lot size - 3,000 square feet for attached units
b. Accessory Buildings, Private Swimming Pools, and Home Occupations if allowed under private covenants
c. Model Homes/Sales and Development Office
d. Open Space
   (1) Landscape Areas
   (2) Lagoons, Ponds, Impoundments and Lakes
   (3) Freshwater Wetlands and Buffers
   (4) Wildlife Preserves & Buffers
   (5) Conservation Easements
   (6) Garden Plots
   (7) Recreational Areas
e. Temporary Construction Facilities
   (1) Storage
   (2) Staging
   (3) Disposal Yards
   (4) Construction Signs
   (5) Office
   (6) Office Trailers
f. Utilities, including but not limited to, Power, Telephone, Water, Sewer, Drainage Lagoon, and Telecommunications
g. Community Roads
h. All Uses in 3. Golf Courses (GC)

i. All Uses in 4. Community Recreational Facilities (CRF)

2. Multi-Family Residential (MF)

The designation allows for the construction of multi-family dwelling unit that will be designed and built in accordance with the Community Covenants and Restrictions (CCR's).

Permitted Uses:

a. Multi-Family Not To Exceed 722 total units and not to exceed 16 units per net acre
b. All Uses in 1. - Single Family Residential
c. All Uses in 5. - Sales Center/Community Entrance

3. Golf Courses (GC)

This designation provides for the construction of golf courses in the community.

Permitted Uses:

a. Regulation, Full Length Golf Course
b. Executive Golf Course
c. Golf Cart Storage and Maintenance (Golf and Community) Facilities
d. Special Event Areas
   (1) Temporary Parking
   (2) Temporary or Permanent Outdoor Tents
e. All Uses in 1. Single Family Residential (SF)
f. Restrooms
g. Rain Shelters
h. Halfway Houses
i. Golf Learning Center Facilities
j. Tournament Boards and Facilities
k. Television Camera Towers
l. Other Facilities or Equipment Necessary to Stage a Televised Golf Event
m. Irrigation Equipment and Buildings

4. Community Recreation Facilities (CRF)

This use provides for central recreation complexes to serve the community. These facilities may have indoor recreation, meeting, banquet, fitness and hobby space. These facilities may be built in a complex of multiple buildings over the life of the development. Outdoor Recreational Facilities may include golf courses, golf driving ranges, pools, tennis courts, croquet courts, lawn bowling, parks, playgrounds, trails & paths and other recreational uses.

Permitted Uses:

a. Recreational Buildings
b. Accessory Buildings
c. Community Offices
d. Outdoor Recreation Facilities
e. Maintenance and Storage Facilities
f. Commercial Uses Associated with:
   (1) Club Houses, Locker Rooms, Proshops
   (2) Snack Bar/Grill
   (3) Convenience Goods for Residents and Guests
g. Lighted Outdoor Recreation Facilities
h. Mail Deposit and Pickup Facility
I. All Uses in 1. Single Family Residential

5. Community Entrance/Sales Center (CE/SC)

This Community Entrance/Sales Center will house a major entrance to the community, the Sales offices and related services. In order to provide flexibility for the Community, in the future, this area may include office facilities.

Permitted Uses:

a. Sales, Professional and Financial Services Offices
b. Model Homes
c. All Uses in 1. Single Family Residential (SF)

6. Neighborhood Commercial (NC)

The Neighborhood Commercial area allows for the development of a limited use commercial area to provide essential services to residents and to function as part of a commercial node for the general public as

anticipated by the original Beaufort County Zoning Map.

Permitted Uses:

a. General and Professional Offices-including Medical and Health Services
b. General Retail, Service Business, and Shopping Centers unless specifically prohibited under Prohibited Uses, below
c. Uses allowed in a Neighborhood Commercial District and Development District under current *Beaufort County Zoning and Development Standards Ordinance*, both by right and Conditional uses, unless specifically prohibited under *Prohibited Uses*, below
d. The Other Requirement, Section 4.11.5 of the *Beaufort County Zoning and Development Standards Ordinance* shall apply to all Commercial Development within the Neighborhood Commercial Area
e. All Uses in 1., Single Family Residential (SF)
f. All Uses in 2., Multi-Family Residential (MF)
g. All Uses in 3., Golf Courses (GC)

Prohibited Uses:

The following Commercial Uses, which are presently allowed under *Beaufort County Zoning and Development Standards Ordinance*, within Neighborhood Commercial or General Commercial Districts, are specifically prohibited:

a. Telecommunications Tower
b. Telegraph Offices
c. Telephone Exchange
d. Publicly Owned and Operated Building
e. Club, Lodge, Union Hall or Social Center
f. Off-Street Commercial Parking Garage
g. Public Utility Installations or Sub-Installations Including Water Towers
h. Motion Picture Studio
I. Wooden Assembly Companies
j. Electronic Assembly Companies
k. Automobile Garage-Repair and Service ✓
l. Newspaper Publishing Plant
m. Automobile Carwash ✓
n. Laundry or Washateria (Except as Related to Guest Laundry Services)

o. Animal Hospital, Clinic or Kennel
p. Junk Yard or Auto Salvage Yards
q. Solid Waste Transfer Facilities or Recycle Centers
r. Automobile Service Station
s. Horse Riding School and/or Training Facility
t. Mini-Warehouses
u. Recreational Vehicle Park or Camping Facility
v. Miniature Golf
w. Go-Cart Racing Facility
x. Water slide and Wave Pools
y. Roller Coaster

7. Maintenance/Secondary Entrance (M/SE)

Maintenance/Secondary Entrance will house the facilities compatible with and necessary to maintain the common properties and golf courses.

Permitted Uses:

a. Vehicle Maintenance
b. Storage of Vehicles and Parts, Boats, Recreational Vehicles, and Resident Storage Units
c. Fuel Storage
d. Shops for Woodwork, Metalwork and Painting for Maintenance of Community, Greenhouses and Pump Station
e. Offices Associated with Community and Golf Maintenance
f. Storage of Chemicals and Bulk Materials
g. All Uses in 1.Single Family Residential (SF)

8. Wetlands

Freshwater wetlands on the property have been delineated, surveyed and verified. The use of these lands is controlled by the U.S. Army Corps of Engineers and South Carolina Department of Health & Environmental Control, Office of Ocean and Coastal Management Resource and unless restricted via memorandum of Agreement to the contrary, the following are Permitted Uses:

a. Open Space
b. Conservation Easements
c. Activities in all Areas as Permitted by U.S. Army Corps of Engineers

and South Carolina Department of Health & Environmental Control, Office of Ocean and Coastal Management Resource.

d. Disposal of Reclaimed Water as Permitted by SCDHEC
e. Boardwalks and Golf Cart Bridges
f. Stormwater Control and Disposal

9. Roads

Collector roads will provide access to all parts of the project.

Permitted Uses:

a. Roads for Access
b. All Uses in 1. Single Family Residential (SF)

10. Open Space and Buffers

Adequate open space is required for developments in Beaufort County. Open space in the Belfair PUD as with other PUD's, will be calculated for the boundary of the PUD and not site specific for each phase of the PUD. The open space requirement for the area covered by this application is shown below:

Single Family Residential	314 acres x 10% =	31 acres
Multi-Family Residential	33 acres x 30% =	10 acres
Recreation, Sales Centers, Club	29 acres x 15% =	4 acres
Neighborhood Commercial	50 acres x 15% =	8 acres
Maintenance	18 acres x 15% =	3 acres
Total Requirement =		56 acres

The Belfair Conceptual Master Plan calls for approximately 500 acres of open space in conserved wetlands, lakes, utility easements, golf course and buffers. This does not include landscaped areas within developed parcels which will add considerably to the open space. Therefore, the Belfair PUD more than meets the *Beaufort County Zoning and Development Standards Ordinance* open space requirements

11. Setbacks and Buffers

Setbacks and Buffers will meet or exceed the requirements of the *Beaufort County Zoning and Development Standards Ordinance* or as modified herein. All setback and buffers shall apply to the perimeter of the PUD only.

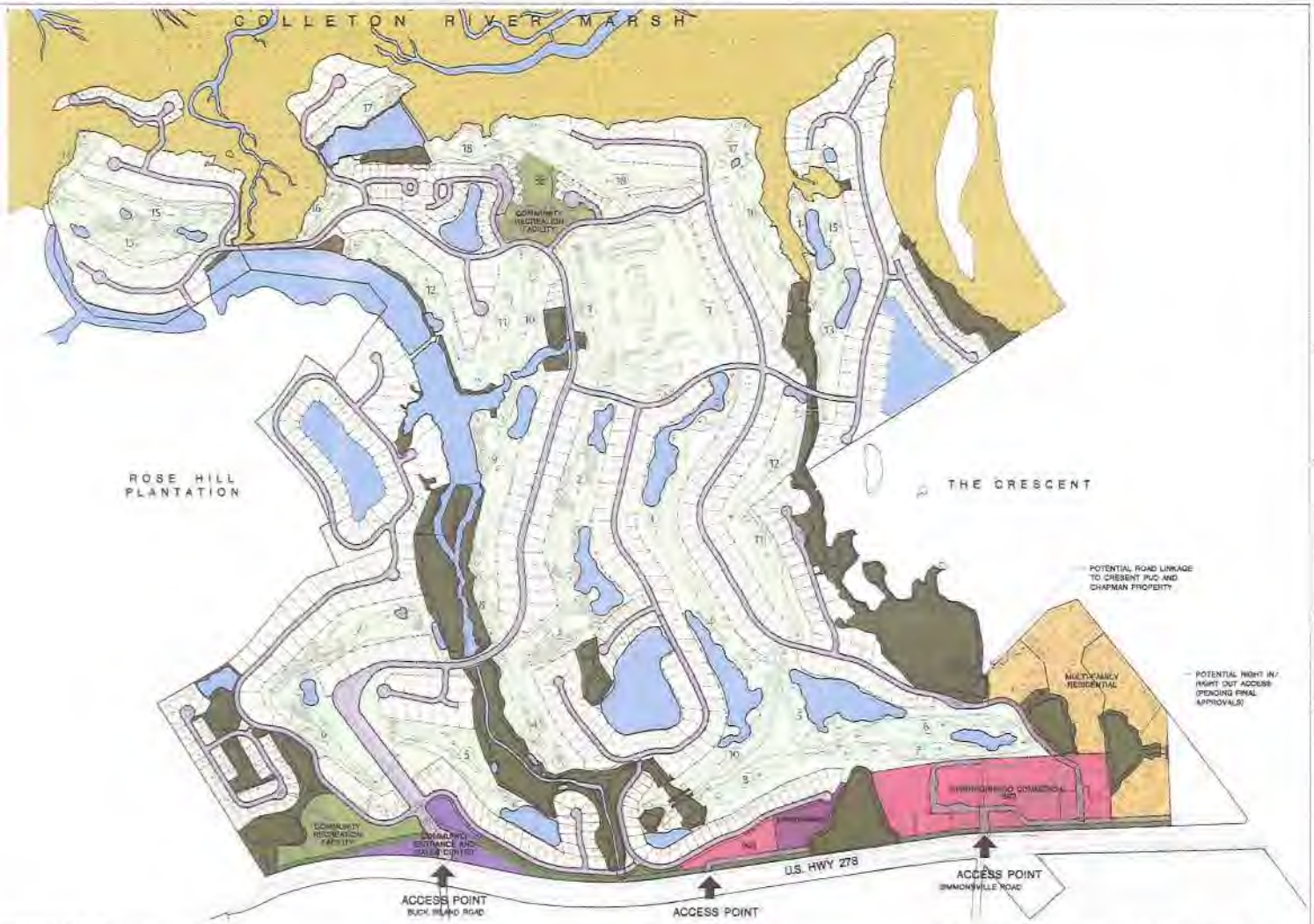
Attachment 3

EXHIBIT "F" TO SUPPLEMENT

Master Plan

(please see attached)

Attachment 3



1811

BELFAIR

BEAUFORT COUNTY, SOUTH CAROLINA

BELFAIR P.U.D. FINAL MASTER PLAN

CONSULTANTS:

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

Engineering
THOMAS & HUTTON ENGINEERING CO.
Savannah, Georgia

Legal
LEWIS J. HAMMET
Bluffton, South Carolina

NOTE:
All development plans are tentative and subject to change. As provided in the PUD Narrative residential and commercial densities are final and may not be increase.

KEY

- SINGLE FAMILY RESIDENTIAL
- MULTI-FAMILY RESIDENTIAL
- COMMUNITY RECREATION FACILITY
- GOLF COURSE
- COMMUNITY ENTRANCE/SALES CENTER
- MAINTENANCE/SECONDARY ENTRANCE
- NEIGHBORHOOD COMMERCIAL
- ROADS
- OPEN SPACES
- BUFFERS & FRESH WATER WETLANDS
- SALT WATER MARSH
- LAKES, DRAINAGE LAGOONS & PONDS
- 278 BUFFER

NORTH

SCALE

0 400' 800' 1200'

JANUARY 30, 1995
JANUARY 15, 1998 REVISED
JANUARY 4, 2000 REVISED
MARCH 27, 2000 REVISED

SCHEDULE 'C' - Original PUD *
LAND USE, ACREAGE AND DENSITY AS IN ORIGINAL PUD

SCHEDULE 'C' - Final PUD Master Plan
LAND USE, ACREAGE AND DENSITY
FINAL PUD MASTER PLAN

EXHIBIT E

Attachment 3

EXHIBIT "G" TO SUPPLEMENT

Deed – Book 3110 at Page 1221

(please see attached

Attachment 3

RECORDED
2012 Feb -16 10:49 AM
Sharon P. Burris
BEAUFORT COUNTY AUDITOR

1 PB
14 Hampton

Grantee: c/o Blackstone Real Estate Partners VII L.P.
345 Park Ave
mailing NY, NY 10154

BEAUFORT COUNTY SC - ROD
BK 03110 PGS 1221-1227
FILE NUM 2012000571
01/05/2012 04:33:49 PM
REC'D BY P BAXLEY RCPT# 665114
RECORDING FEES 13.00
County Tax 20,959.40
State Tax 49,540.40

ADD DMP Record 2/2/2012 11:28:55 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	031	000	0194	0000	00

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Equity One (Belfair), Inc., a South Carolina corporation, ("Grantor") in consideration of TEN AND NO/100 ($10.00) Dollars, to the Grantor in hand paid at and before the sealing of these presents by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto BRE Mariner Belfair Town Village LLC, a Delaware limited liability company, ("Grantee") and the Grantee's heirs or successors and assigns, the following described premises, to wit:

> All that certain piece, parcel or lot of land situate, lying and being in the County of Beaufort, State of South Carolina more fully and particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Premises");

This conveyance is made ***SUBJECT TO***:

Those matters described in Exhibit "B" attached hereto and made a part hereof for all purposes

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

TO HAVE AND TO HOLD all and singular the Premises unto Grantee and Grantee's heirs successors and assigns forever.

And, ***SUBJECT TO*** the matters set forth above, Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, executors, administrators and other lawful representatives, to warrant and forever defend all and singular the Premises unto Grantee and Grantee's heirs, successors and assigns against Grantor and Grantor's successors lawfully claiming, or to claim, the same or any part thereof but no others.

ADD DMP Record 2/2/2012 11:28:37 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	031	000	0333	0000	00

ADD DMP Record 2/2/2012 11:28:55 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	031	000	0194	0000	00

WITNESS the Grantor's hand and seal as of this 20th day of December, 2011.

EQUITY ONE (BELFAIR) INC., a South Carolina corporation

By: _____
Name: Arthur L. Gallagher
Title: Vice President

Signed, sealed and delivered
in the presence of:

_____(SEAL)

Witness 1

Witness 2

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Arthur L. Gallagher, Vice President of Equity One (Belfair) Inc., a South Carolina corporation personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

IN WITNESS WHEREOF I have set my hand this 13 day of December, 2011.

_____(SEAL)
Notary Public
State of: _____
My commission expires: _____

Prepared by:

Brian R. Lerman, Esq.
Goodwin Procter LLP
Exchange Place
Boston, MA 02109

JENNIFER GERMAIN
Notary Public - State of Florida
My Commission Expires Apr 22, 2012
Commission # DD 781306

{Signature Page to Belfair Town Village Deed}

Exhibit "A"

All those certain pieces, parcels or tracts of land situate, lying and being in the County of Beaufort, State of South Carolina being depicted as Phase I, Parcel 1; Phase I, Parcel 2 and Phase I, Parcel 3 on that certain survey entitled "ALTA/ACSM Land Title Survey of Belfair Towne Village" prepared by American Surveying & Mapping Inc., dated September 12, 2011, as revised through November 11, 2011, certified by Fulton V. Clinkscales, Jr., No. 5767, and having, according to said plat, the following metes and bounds:

Phase I, Parcel 3

Commencing at the southwest intersection of US Highway 278 and Simmonsville Road; thence North 43 degrees 06 minutes 00 seconds East, 216.00 feet to a pk nail found on the northerly line of US Highway 278 (Public Right-of-Way Varies) and the True Point of Beginning, said point also being located on a non-tangent curve concave to the south, having a radius of 3,875.02 feet; thence along said right-of-way line and arc of said non-tangent curve, 269.91 feet, with a chord bearing and distance of North 46 degrees 05 minutes 46 seconds West, 269.86 feet to a ¾" open top pipe found; thence leaving said right-of-way line, North 46 degrees 49 minutes 22 seconds East, 214.25 feet to a point; thence North 43 degrees 10 minutes 36 seconds West, 16.48 feet to a ½"rebar set, said corner also being a point on a non-tangent curve concave to the north, having a radius of 100.00 feet; thence along said non-tangent curve, 48.03 feet with a chord bearing and distance of South 56 degrees 49 minutes 17 seconds East, 47.57 feet to a pk nail set; thence South 70 degrees 44 minutes 46 seconds East, 51.20 feet to a pk nail set and a point on a tangent curve concave to the southwest, having a radius of 50.00 feet; thence along the arc of said curve, 51.52 feet with a chord bearing and distance of South 41 degrees 13 minutes 40 seconds East, 49.27 feet to a ½" rebar set; thence South 11 degrees 42 minutes 33 seconds East, 35.51 feet to a ½" rebar set and a point on a tangent curve concave to the east, having a radius of 100.00 feet, thence along the arc of said curve southerly 54.98 feet to a ½" rebar set; thence South 43 degrees 10 minutes 36 seconds East, 62.21 feet to a 5/8 rebar found; thence South 46 degrees 42 minutes 58 seconds West, 200.50 feet to the Point of Beginning.

Containing within said bounds, 59,511 square feet (1.36 acres) of land, more or less.

Phase I, Parcel 1

Commencing at the southwest intersection of US Highway 278 and Simmonsville Road; thence North 43 degrees 06 minutes 00 seconds East, 216.00 feet to a pk nail found on the northerly line of US Highway 278 (Public Right-of-Way Varies); thence leaving said right-of-way line, North 46 degrees 42 minutes 58 seconds East, 200.50 feet to a 5/8" rebar found; thence North 46 degrees 37 minutes 55 seconds East, 49.98 feet to a ¾" open top pipe found and the True Point of Beginning; thence North 43 degrees 12 minutes 27 seconds West, 62.21 feet to a ½" rebar set and a point on a non-tangent curve concave to the northeast, having a radius of 50.00 feet; thence along said non-tangent curve, 27.22 feet with a chord bearing and distance of North 27 degrees 32 minutes 01 seconds West, 26.88 feet to a ½" rebar set; thence North 11 degrees 42 minutes 33 seconds West, 35.51 feet to a pk nail set and a point on a tangent curve concave to the west, having a radius of 100.00 feet; thence along the arc of said tangent curve, 42.73 feet with a chord bearing and distance of North 23 degrees 56 minutes 58 seconds West, 42.40 feet to a ½" rebar set; thence South 42 degrees 53 minutes 15 seconds East, 14.29 feet to a pk nail set; thence North 46 degrees 40 minutes 08 seconds East, 200.59 feet to a scribed "X" set; thence South 42 degrees 50 minutes 53 seconds East, 55.09 feet to a scribed "X" set; thence North 46 degrees 49 minutes 13 seconds East, 182.48 feet to a point on a non-tangent curve concave to the southwest, having a radius of 4550.92 feet; thence along the arc of said non-tangent curve, 11.22 feet with a chord bearing and distance of South 44 degrees 53 minutes 40 seconds East, 11.22 feet to a point; thence North 46 degrees 47 minutes 22 seconds East, 24.11 feet to a ½" rebar set and a point on a non-tangent curve concave to the southwest, having a radius of 4,575.02 feet; thence along the arc of said non-tangent curve, 139.84 feet with a chord bearing and distance of South 44 degrees 09 minutes 23 seconds East, 139.84 feet to a ½" rebar set; thence South 43 degrees 16 minutes 48 seconds East, 647.00 feet to a ¾" open top pipe found and a point on a non-tangent curve concave to the east, having a radius of 325.00 feet; thence along the arc of said non-tangent curve 104.45 feet with a chord bearing and distance of South 06 degrees 23 minutes 31 seconds East, 104.08 feet to a point; thence South 15 degrees 32 minutes 01 second East, 100.52 feet to a ¾"open top pipe found and a point on a non-tangent curve having a radius of 75.00 feet; thence along the arc of said non-tangent curve, 81.60 feet with a chord bearing and distance of South 15 degrees 40 minutes 07

Derivation for PHASE I, Parcels 1, 2 and 3: This is the same property conveyed to the grantor by deed of Belfair Towne Village Partners I, L.P. dated December 22, 2003 recorded in Deed Book 1891 at Page 399 on December 30, 2003.

Tax ID's: R610-031-000-0333; R610-031-000-0380 and R610-031-000-0194

Belfair Towne Village
00994-0524CMRS
13025652

seconds West, 77.63 feet to a ¾" open top pipe found; thence South 46 degrees 48 minutes 49 seconds West, 164.41 feet to a 5/8" rebar found; thence North 43 degrees 16 minutes 54 seconds West, 155.00 feet to a ¾" open top pipe found; thence South 46 degrees 45 minutes 35 seconds West, 259.87 feet ¾" open top pipe found; thence North 43 degrees 11 minutes 41 seconds West, 286.50 feet to a ¾" open top pipe found and a point on a non-tangent curve concave to the east, having a radius of 54.00 feet; thence along the arc of said curve, 51.95 feet with a chord bearing and distance of North 16 degrees 22 minutes 53 seconds West, 49.97 feet to a ½' rebar set; thence North 11 degrees 43 minutes 40 seconds East, 100.83 feet to a ½" rebar set and a point on a non-tangent curve concave to the west, having a radius of 104.00 feet; thence along the arc of said non-tangent curve, 100.14 feet with a chord bearing a distance of North 15 degrees 29 minutes 26 seconds West, 96.32 feet to a ¾" open top pipe found; thence North 43 degrees 12 minutes 42 seconds West, 291.86 feet to the Point of Beginning.

Containing within said bounds, 488,473 square feet (11.21 acres) of land, more or less.

Phase I, Parcel 2

Commencing at the southwest intersection of US Highway 278 and Simmonsville Road; thence North 43 degrees 06 minutes 00 seconds East, 216.00 feet to a pk nail found on the northerly line of US Highway 278 (Public Right-of-Way Varies); thence leaving said right-of-way line, North 46 degrees 42 minutes 58 seconds East, 200.50 feet to a 5/8" rebar found; thence North 46 degrees 37 minutes 55 seconds East 49.98 feet to a ¾" open top pipe found; thence South 43 degrees 12 minutes 42 seconds East, 291.86 feet to a ¾" open top pipe found and a point on a non-tangent curve concave to the west, having a radius of 104.00 feet; thence along the arc of said non-tangent curve, 100.14 feet with a chord bearing a distance of South 15 degrees 29 minutes 26 seconds East, 96.32 feet to a ½" rebar set; thence South 11 degrees 43 minutes 40 seconds West, 100.83 feet to a ½"rebar set and a point on a non-tangent curve, having a radius of 54.00 feet; thence along the arc of said non-tangent curve, 51.95 feet with a chord bearing and distance of South 16 degrees 22 minutes 53 seconds East, 49.97 feet to a ¾" open top pipe found; thence South 43 degrees 11 minutes 41 seconds East, 286.50 feet to a ¾" open top pipe found; thence South 43 degrees 12 minutes 38 seconds East, 219.84 feet to the Point of Beginning; thence North 46 degrees 45 minutes 32 seconds East, 296.84 feet to a pk nail with disc found; thence South 43 degrees 21 minutes 06 seconds East, 55.38 feet to a point; thence South 46 degrees 43 minutes 29 seconds West, 111.97 feet to a point; thence South 43 degrees 12 minutes 39 seconds East, 146.00 feet to a point; thence South 46 degrees 07 minutes 26 seconds West, 6.90 feet to a point; thence South 43 degrees 19 minutes 23 seconds East, 21. 92 feet; thence South 46 degrees 20 minutes 08 seconds West, 13.96 feet to a point; thence South 43 degrees 03 minutes 11 seconds East , 31.60 feet to a point; thence South 46 degrees 47 minutes 22 seconds West, 164.10 feet to a point; thence North 43 degrees 12 minutes 38 seconds West, 255.01 feet to the Point of Beginning.
Containing within said bounds, 52,575 square feet (1.20 acres) of land, more or less.

TOGETHER WITH those easement rights arising under that certain Drainage Easement Agreement by and between Belfair Plantation Limited Liability Company, dated as of April 28, 1997 filed for record May 2, 1997 in Book 940 at Page 972, Office of the Register of Deeds for Beaufort County.

ALSO TOGETHER WITH those easement rights arising under that certain Tract 2 Drainage Easement Agreement by and between Belfair Plantation Limited Liability Company and Belfair Towne Village I, LLC and J. Littleton Glover, Jr., dated as of October 26, 1998, filed for record November 6, 1998 in Book 1104 at Page 800, Office of the Register of Deeds for Beaufort County.

ALSO TOGETHER WITH those easement rights arising under that certain Gore Property Drainage Easement by and between Belfair Plantation Limited Liability Company and Belfair Towne Village I, LLC dated as of March 12, 1999, filed for record March 18, 1999 in Book 1148 at Page 2424, Office of the Register of Deeds for Beaufort County.

ALSO TOGETHER WITH those easement rights arising under that certain NBSC Property Drainage Easement by and between Belfair Plantation Limited Liability Company and Belfair Towne Village Partners I, LP, dated as of April 29, 1999, filed for record April 29, 1999 in Book 1165 at Page 351, Office of the Register of Deeds for Beaufort County.

ALSO TOGETHER WITH those easement rights arising under that certain Tract 3 Drainage Easement Agreement by and between Belfair Plantation Limited Liability Company and Belfair Towne Village I, LLC, dated as of November 1, 1999, filed for record November 24, 1999 in Book 1236 at Page 1371, Office of the Register of Deeds for Beaufort County.

ALSO TOGETHER WITH those easement rights arising under that certain Declaration of Covenants and Restrictions for Belfair Commercial Property by Belfair Towne Village I, LLC, dated April 28, 1997, filed for record May 2, 1997 in Book 940 at Page 1038, as amended by First Amendment to Declaration of Covenants and Restrictions of Belfair Commercial Property by Belfair Towne Village I, LLC dated June 6, 1997, filed for record June 13, 1997 in Book 951 at Page 54, as further amended by Second Amendment to Declaration of Covenants and Restrictions of Belfair Commercial Property by Belfair Towne Village I, LLC dated March 12, 1999, filed for record March 18, 1999 in Book 1148 at Page 2371, as supplemented by that certain First Supplementary Declaration to Declaration of Covenants and Restrictions for Belfair Commercial Property by Belfair Towne Village I, LLC, dated March 12, 1999, filed for record March 18, 1999 in Book 1148 at Page 2392, as further supplemented by Second Supplementary Declaration to Declaration of Covenants and Restrictions for Belfair Commercial Property by Belfair Towne Village I, LLC and Belfair Towne Village Partners I, L.P., dated April 29, 1999 and recorded April 29, 1999 in Book 1165 at Page 370, as further supplemented by Third Supplementary Declaration to Declaration of Covenants and Restrictions for Belfair Commercial Property by Belfair Towne Village I, LLC and Belfair Towne Village Partners I, L.P., dated November 1, 1999 and recorded November 24, 1999 in Book 1236 at Page 1394, as further amended by Third Amendment to Declaration of Covenants and Restrictions of Belfair Commercial Property by Belfair Towne Village I, LLC and Belfair Towne Village Partners I, L.P., dated November 28, 2001, filed for record December 5, 2001 in Book 1507 at Page 1128, as further amended by Fourth Amendment to Declaration of Covenants and Restrictions of Belfair Commercial Property by Belfair Towne Village I, LLC, dated December 22, 2003, recorded December 30, 2003 in Book 1891 at Page 394, as affected by Fourth Amendment to Declaration of Covenants and Restrictions of Belfair Commercial Property dated December 22, 2003 and recorded December 30, 2003 in Book 1891 at Page 394, Office of the Register of Deeds for Beaufort County.

ALSO TOGETHER WITH those easement rights arising under that certain Cross Ingress and Egress Easement Agreement by and between Belfair Plantation Limited Liability Company, Ashley Plantation Limited Partnership, and The Most Reverend David B. Thompson, Bishop of Charleston, a Corporation sole, date effective as of July 23, 1996, filed for record September 11, 1996 in Book 886 at Page 2347, as re-recorded in Book 922 at Page 310, Office of the Register of Deeds for Beaufort County, and as assigned by that certain Side Agreement to Cross Ingress and Egress Agreement dated September 10, 1996.

ALSO TOGETHER WITH those easement rights arising under that certain Belfair Construction and Access Easement Agreement by and between Belfair Plantation Limited Liability Company and Belfair Towne Village I, LLC, dated as of April 28, 1997, filed for record May 2, 1997 in Book 940 at Page 995 as amended by that certain First Amendment to Belfair Construction and Access Easement Agreement by and between Belfair Plantation Limited Liability Company and Belfair Town Village I, LLC dated as of March 12, 1999, filed for record March 18, 1999 in Book 1148 at Page 2411, as modified by that certain Inclusion of Additional Property Under the Belfair Construction and Access Easement Agreement by and between Belfair Plantation Limited Liability Company and Belfair Towne Village Partners I, L.P., dated as of April 29, 1999, filed for record April 29, 1999 in Book 1165 at Page 345, as further modified by that certain Inclusion of Additional Property Under the Belfair Construction and Access Easement Agreement by and between Belfair Plantation Limited Liability Company and Belfair Towne Village I, LLC, dated as of November 1, 1999, filed for record November 24, 1999 in Book 1236 at Page 1388, Office of the Register of Deeds for Beaufort County.

ALSO TOGETHER WITH those easements arising under that certain Sanitary Sewer Construction Easement Agreement by and between Belfair Plantation Limited Liability Company and Belfair Towne Village I, LLC, dated as of April 28, 1997, filed for record May 2, 1997 in Book 940 at Page 1017, Office of the Register of Deeds for Beaufort County.

ALSO TOGETHER WITH those Easement Area rights as depicted on those certain plats recorded in Plat Book 69 at Page 183, Plat Book 69 at Page 30, and Plat Book 72 at Page 20, Office of the Register of Deeds for Beaufort County.

EXHIBIT B

PERMITTED EXCEPTIONS

All of those items listed on Schedule B of that certain Pro Forma Policy of Title Insurance from Chicago Title Insurance Company File No. 00994-0524CMRS/lb and incorporated herein by reference.

STATE OF NEW YORK
COUNTY OF NEW YORK

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred consists of approximately 13.79 acres located in Beaufort County, South Carolina at 63 Towne Drive, Bluffton, bearing County Tax Map Number(s) _____, and was transferred by Equity One (Belfair) Inc. to BRE Mariner Belfair Town Village LLC on _____, 201_.

3. Check one of the following: The deed is

   (a) __X__ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   (c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____
   (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

   (a) __X__ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $19,054,000.00.
   (b) _____ The fee is computed on the fair market value of the realty which is _____.
   (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes ____ or No __X__ to the following: A lien or encumbrance on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

   (a) Place the amount listed in item 4 above here: $19,054,000.00
   (b) Place the amount listed in item 5 above here: _____
   (If no amount is listed, place zero here.)
   (c) Subtract Line 6(b) from Line 6(a) and place result here: $19,054,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $70,499.80

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantee.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

BRE Mariner Belfair Town Village LLC, a Delaware limited liability company

By _____
Name: Nadeem Meghji
Title: Vice President

SWORN to before me this 9 day of December, 2011

Notary Public for N.Y.
My Commission Expires:

ALLISON NEGRON
NOTARY PUBLIC, State of New York
No. 01NI6235791
Qualified in New York County
Commission Expires Feb. 14, 2015

AO 780277.1

NPCOLI 2651330.1-DE-(WLL) 025951-00019

Attachment 3

EXHIBIT "H" TO SUPPLEMENT

South Carolina Secretary of State
Business Filings Report

(please see attached)

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

BRIXMOR MANAGEMENT JOINT VENTURE 2, LP

Assumed Name(s)
BRIXMOR MJV 2, LP

Corporate Information

Entity Type: Limited Partnership

Status: Good Standing

Domestic/Foreign: Foreign

Incorporated State: Delaware

Important Dates

Effective Date: 05/23/2006

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: CORPORATION SERVICE COMPANY

Address: 1703 LAUREL STREET
COLUMBIA, South Carolina 29201

Official Documents On File

Filing Type	Filing Date
Amendment	02/01/2012
Assumed Name	02/01/2012
Change of Agent or Office	11/10/2008
Amendment	01/23/2008
Change of Agent or Office	12/12/2007
LP Certificate	05/23/2006

Assumed Names

Assumed Name	Effective Date	Expiration Date	Status Type
BRIXMOR MJV 2, LP	02/08/2012	N/A	Active

Former Names

Name	Filing Date
CENTRO US MANAGEMENT JOINT VENTURE 2, LP	01/28/2008
CENTRO WATT MANAGEMENT JOINT VENTURE 2, LP	05/23/2006

For filing questions please contact us at **803-734-2158**

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Attachment 3

EXHIBIT "I" TO SUPPLEMENT

Belfair PUD, Pages 48 and 49

(please see attached)

anticipated by the original Beaufort County Zoning Map.

Permitted Uses:

a. General and Professional Offices-including Medical and Health Services
b. General Retail, Service Business, and Shopping Centers unless specifically prohibited under Prohibited Uses, below
c. Uses allowed in a Neighborhood Commercial District and Development District under current *Beaufort County, Zoning and Development Standards Ordinance*, both by right and Conditional uses, unless specifically prohibited under *Prohibited Uses*, below
d. The Other Requirement, Section 4.11.5 of the *Beaufort County Zoning and Development Standards Ordinance* shall apply to all Commercial Development within the Neighborhood Commercial Area
e. All Uses in 1., Single Family Residential (SF)
f. All Uses in 2., Multi-Family Residential (MF)
g. All Uses in 3., Golf Courses (GC)

Prohibited Uses:

The following Commercial Uses, which are presently allowed under *Beaufort County Zoning and Development Standards Ordinance*, within Neighborhood Commercial or General Commercial Districts, are specifically prohibited:

a. Telecommunications Tower
b. Telegraph Offices
c. Telephone Exchange
d. Publicly Owned and Operated Building
e. Club, Lodge, Union Hall or Social Center
f. Off-Street Commercial Parking Garage
g. Public Utility Installations or Sub-Installations Including Water Towers
h. Motion Picture Studio
I. Wooden Assembly Companies
j. Electronic Assembly Companies
k. Automobile Garage-Repair and Service ✓
l. Newspaper Publishing Plant
m. Automobile Carwash ✓
n. Laundry or Washateria (Except as Related to Guest Laundry Services)

o. Animal Hospital, Clinic or Kennel
p. Junk Yard or Auto Salvage Yards
q. Solid Waste Transfer Facilities or Recycle Centers
r. Automobile Service Station
s. Horse Riding School and/or Training Facility
t. Mini-Warehouses
u. Recreational Vehicle Park or Camping Facility
v. Miniature Golf
w. Go-Cart Racing Facility
x. Water slide and Wave Pools
y. Roller Coaster

7. Maintenance/Secondary Entrance (M/SE)

Maintenance/Secondary Entrance will house the facilities compatible with and necessary to maintain the common properties and golf courses.

Permitted Uses:

a. Vehicle Maintenance
b. Storage of Vehicles and Parts, Boats, Recreational Vehicles, and Resident Storage Units
c. Fuel Storage
d. Shops for Woodwork, Metalwork and Painting for Maintenance of Community, Greenhouses and Pump Station
e. Offices Associated with Community and Golf Maintenance
f. Storage of Chemicals and Bulk Materials
g. All Uses in 1.Single Family Residential (SF)

8. Wetlands

Freshwater wetlands on the property have been delineated, surveyed and verified. The use of these lands is controlled by the U.S. Army Corps of Engineers and South Carolina Department of Health & Environmental Control, Office of Ocean and Coastal Management Resource and unless restricted via memorandum of Agreement to the contrary, the following are Permitted Uses:

a. Open Space
b. Conservation Easements
c. Activities in all Areas as Permitted by U.S. Army Corps of Engineers

Attachment 4

BELFAIR P.U.D. FINAL MASTER PLAN

CONSULTANTS:

Land Planning

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

Engineering

THOMAS & HUTTON ENGINEERING CO.
Savannah, Georgia

Legal

LEWIS J. HAMMET
Bluffton, South Carolina

NOTE:

All development plans are tentative and subject to change. As provided in the PUD Narrative residential and commercial densities are final and may not be increase.

KEY

- SINGLE FAMILY RESIDENTIAL
- MULTI-FAMILY RESIDENTIAL
- COMMUNITY RECREATION FACILITY
- GOLF COURSE
- COMMUNITY ENTRANCE/SALES CENTER
- MAINTENANCE/SECONDARY ENTRANCE
- NEIGHBORHOOD COMMERCIAL
- ROADS
- OPEN SPACES
- BUFFERS & FRESH WATER WETLANDS
- SALT WATER MARSH
- LAKES, DRAINAGE LAGOONS & PONDS
- 278 BUFFER

SCHEDULE 'C' - Final PUD Master Plan

LAND USE, ACREAGE AND DENSITY
FINAL PUD MASTER PLAN

This use provides for central recreation complexes to serve the community. These facilities may have indoor recreation, meeting, banquet, fitness and hobby space. These facilities may be built in a complex of multiple buildings over the life of the development. Outdoor Recreational Facilities may include golf courses, golf driving ranges, pools, tennis courts, croquet courts, lawn bowling, parks, playgrounds, trails & paths and other recreational uses.

Permitted Uses:

a. Recreational Buildings
b. Accessory Buildings
c. Community Offices
d. Outdoor Recreation Facilities
e. Maintenance and Storage Facilities
f. Commercial Uses Associated with:
   (1) Club Houses, Locker Rooms, Proshops
   (2) Snack Bar/Grill
   (3) Convenience Goods for Residents and Guests
g. Lighted Outdoor Recreation Facilities
h. Mail Deposit and Pickup Facility
I. All Uses in 1. Single Family Residential

5. Community Entrance/Sales Center (CE/SC)

This Community Entrance/Sales Center will house a major entrance to the community, the Sales offices and related services. In order to provide flexibility for the Community, in the future, this area may include office facilities.

Permitted Uses:

a. Sales, Professional and Financial Services Offices
b. Model Homes
c. All Uses in 1. Single Family Residential (SF)

6. Neighborhood Commercial (NC)

The Neighborhood Commercial area allows for the development of a limited use commercial area to provide essential services to residents and to function as part of a commercial node for the general public as

Attachment 5

anticipated by the original Beaufort County Zoning Map.

Permitted Uses:

a. General and Professional Offices-including Medical and Health Services
b. General Retail, Service Business, and Shopping Centers unless specifically prohibited under Prohibited Uses, below
c. Uses allowed in a Neighborhood Commercial District and Development District under current *Beaufort County Zoning and Development Standards Ordinance*, both by right and Conditional uses, unless specifically prohibited under *Prohibited Uses*, below
d. The Other Requirement, Section 4.11.5 of the *Beaufort County Zoning and Development Standards Ordinance* shall apply to all Commercial Development within the Neighborhood Commercial Area
e. All Uses in 1., Single Family Residential (SF)
f. All Uses in 2., Multi-Family Residential (MF)
g. All Uses in 3., Golf Courses (GC)

Animal Hospital or Clinic to be added to the permitted uses here.

Prohibited Uses:

The following Commercial Uses, which are presently allowed under *Beaufort County Zoning and Development Standards Ordinance*, within Neighborhood Commercial or General Commercial Districts, are specifically prohibited:

a. Telecommunications Tower
b. Telegraph Offices
c. Telephone Exchange
d. Publicly Owned and Operated Building
e. Club, Lodge, Union Hall or Social Center
f. Off-Street Commercial Parking Garage
g. Public Utility Installations or Sub-Installations Including Water Towers
h. Motion Picture Studio
I. Wooden Assembly Companies
j. Electronic Assembly Companies
k. Automobile Garage-Repair and Service
l. Newspaper Publishing Plant
m. Automobile Carwash
n. Laundry or Washateria (Except as Related to Guest Laundry Services)

Attachment 5

Animal Hospital, Clinic to be removed from the prohibited uses here.

o. ~~Animal Hospital, Clinic or~~ Kennel
p. Junk Yard or Auto Salvage Yards
q. Solid Waste Transfer Facilities or Recycle Centers
r. Automobile Service Station
s. Horse Riding School and/or Training Facility
t. Mini-Warehouses
u. Recreational Vehicle Park or Camping Facility
v. Miniature Golf
w. Go-Cart Racing Facility
x. Water slide and Wave Pools
y. Roller Coaster

7. Maintenance/Secondary Entrance (M/SE)

Maintenance/Secondary Entrance will house the facilities compatible with and necessary to maintain the common properties and golf courses.

Permitted Uses:

a. Vehicle Maintenance
b. Storage of Vehicles and Parts, Boats, Recreational Vehicles, and Resident Storage Units
c. Fuel Storage
d. Shops for Woodwork, Metalwork and Painting for Maintenance of Community, Greenhouses and Pump Station
e. Offices Associated with Community and Golf Maintenance
f. Storage of Chemicals and Bulk Materials
g. All Uses in 1.Single Family Residential (SF)

8. Wetlands

Freshwater wetlands on the property have been delineated, surveyed and verified. The use of these lands is controlled by the U.S. Army Corps of Engineers and South Carolina Department of Health & Environmental Control, Office of Ocean and Coastal Management Resource and unless restricted via memorandum of Agreement to the contrary, the following are Permitted Uses:

a. Open Space
b. Conservation Easements
c. Activities in all Areas as Permitted by U.S. Army Corps of Engineers

ATTACHMENT 6

ORDINANCE NO. 2020 – _____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AMENDING THE TOWN OF BLUFFTON'S BELFAIR PLANNED UNIT DEVELOPMENT, ARTICLE 4. – DEVELOPMENT PLAN, SECTION A. – LAND USES, SUBSECTION 6. – NEIGHBORHOOD COMMERCIAL

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

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

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

WHEREAS, the Town of Bluffton Town Council annexed into its corporate boundaries all those certain properties along Buck Island and Simmonsville Road that were the subject of the petition for annexation and the special election held on Wednesday, October 26, 2005 and approval by ordinance 2005-28 on December 29, 2005

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

WHEREAS, the Town of Bluffton Town Council desires to amend the Belfair Planned Unit Development, Article 4 – Development Plan Section A – Land Uses, Subsection 6. Neighborhood Commercial to include Animal Hospital or Clinic to the list of permitted uses in the Neighborhood Commercial as Section 4.A.6.h – Animal Hospital or Clinic, zoning district and remove Animal Hospital or Clinic from the list of prohibited uses in Section 4.A.6.o., the use of Kennel will still be listed as a Prohibited Use.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, the Town hereby amends the Planned Unit Development Concept Plan for the

Belfair development in the Town of Bluffton, Article 4 – Development Plan, Section A – Land Uses, Subsection 6 – Neighborhood Commercial as follows:

SECTION 1. AMENDMENT. The Town of Bluffton hereby amends the Planned Unit Development Concept Plan for the Belfair development in the Town of Bluffton, by adopting and incorporating amendments to Article 4 – Development Plan, Section A – Land Uses, Subsection 6 Neighborhood Commercial as shown on Exhibit A attached hereto and fully incorporated herein by reference.

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

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

DONE, RATIFIED AND ENACTED this _____ day of _____, 2020.

This Ordinance was read and passed at first reading on July 14, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

A public hearing was held on this Ordinance on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at second reading held on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Town Clerk, Town of Bluffton, South Carolina

EXHIBIT A

BELFAIR PUD

A. LAND USES

The following land use categories as designated on the master plan, shall have the following allowed permitted uses and development parameters.

6. Neighborhood Commercial (NC)

The Neighborhood Commercial area allows for the development of a limited use commercial area to provide essential services to residents and to function as part of a commercial node for the general public as anticipated by the original Beaufort County Zoning Map.

Permitted Uses:

a. General and Professional Offices-including Medical and Health Services
b. General Retail, Service Business, and Shopping Centers unless specifically prohibited under Prohibited Uses, below
c. Uses allowed in a Neighborhood Commercial District and Development District under current *Beaufort County, Zoning and Development Standards Ordinance,* both by right and Conditional uses, unless specifically prohibited under *Prohibited Uses,* below
d. The Other Requirement, Section 4:11.5 of the *Beaufort County Zoning and Development Standards Ordinance* shall apply to all Commercial Development within the Neighborhood Commercial Area
e. All Uses in 1., Single Family Residential (SF)
f. All Uses in 2., Multi-Family Residential (MF)
g. All Uses in 3., Golf Courses (GC)-
h. Animal Hospital or Clinic

Prohibited Uses:

The following Commercial Uses, which are presently allowed under *Beaufort County Zoning and Development Standards Ordinance,* within Neighborhood Commercial or General Commercial Districts, are specifically prohibited:

a. ~~Telecommunication Tower~~ (previously removed from list)
b. Telegraph Offices
c. Telephone Exchange
d. Publicly Owned and Operated Building
e. Club, Lodge, Union Hall or Social Center
f. Off-Street Commercial Parking Garage

g. Public Utility Installations or Sub-Installations Including Water Towers
h. Motion Picture Studio
I. Wooden Assembly Companies

j. Electronic Assembly Companies
k. Automobile Garage-Repair and Service /
I. Newspaper Publishing Plant

m. Automobile Carwash
n. Laundry or Washateria (Except as Related to Guest Laundry Services)

o. ~~animal Hospital, Clinic~~ or Kennel
p. Junk Yard or Auto Salvage Yards
q. Solid Waste Transfer Facilities or Recycle Centers
r. Automobile Service Station./
s. Horse Riding School and/or Training Facility
t. Mini-Warehouses
u. Recreational Vehicle Park or Camping Facility
v. Miniature Golf
w. Go-Cart Racing Facility
x. Water slide and Wave Pools
y. Roller Coaster

Attachment 7

Proposed Motion for Formal Items X.5 – Consideration of Approval of an Ordinance to Amend the Belfair Planned Unit Development Text to Amend Proposed Uses to Add the Use "Animal Hospital of Clinic" to the List of Permitted Uses within the Neighborhood Commercial Portion of the Belfair Planned Unite Development Concept Plan, Article 4 Development Plan Subsection A.6 – Neighborhood Commercial – First Reading

"I move to [approve or approve with conditions] the First Reading of An Ordinance to Amend the Belfair Planned Unit Development Text to Amend Proposed Uses to Add the Use "Animal Hospital of Clinic" to the List of Permitted Uses within the Neighborhood Commercial Portion of the Belfair Planned Unite Development Concept Plan, Article 4 Development Plan Subsection A.6 – Neighborhood Commercial."

OR

"I move to [deny] the First Reading of An Ordinance to Amend the Belfair Planned Unit Development Text to Amend Proposed Uses to Add the Use "Animal Hospital of Clinic" to the List of Permitted Uses within the Neighborhood Commercial Portion of the Belfair Planned Unite Development Concept Plan, Article 4 Development Plan Subsection A.6 – Neighborhood Commercial."

TOWN COUNCIL

STAFF REPORT
Growth Management Department

MEETING DATE:	July 14, 2020
PROJECT:	Consideration of an Ordinance to Approve a 100% Annexation Petition for Certain Property Consisting of Approximately 1.076 Acres of Land Located at 464 Buckwalter Parkway and Identified as a Portion of Beaufort County Tax Map No. R600 029 000 0014 0000 into the Town of Bluffton Municipal Boundary as Part of the Buckwalter Planned Unit Development to Supplement the Development of the 9.18 Acre Robertson Site – First Reading
PROJECT MANAGER:	Kevin Icard, Planning & Community Development Manager

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

1. Approve First Reading of an Ordinance to Approve a 100% Annexation Petition for Certain Property Consisting of Approximately 1.076 Acres of Land Located at 464 Buckwalter Parkway and Identified as a Portion of Beaufort County Tax Map No. R600 029 000 0014 0000 into the Town of Bluffton Municipal Boundary as Part of the Buckwalter Planned Unit Development to Supplement the Development of the 9.18 Acre Robertson Site (Attachment 1)

INTRODUCTION: On January 9, 2019 in accordance with Section 5-3-150 of the Code of Laws of South Carolina and the *Town of Bluffton Annexation Policy and Procedure Manual* ("Annexation Manual"), Walter Nester of Burr, Forman, McNair, on behalf of Enmark Stations, Inc. and the property owner Grande Oaks II, LLC, submitted a 100% Annexation Petition Application for a 1.076 acre portion of the property located at 464 Buckwalter Parkway ("Property") into the Town of Bluffton's municipal boundary (Attachment 2).

Pursuant to the Annexation Manual, the Applicant also submitted a concurrent Zoning Map Amendment application requesting the Property's incorporation into the Buckwalter Planned Unit Development ("Buckwalter PUD"), Concept Plan and Development Agreement as part of the Buckwalter Commons Land Use Tract which is the most permissive land use designation which allows a broad mix of uses.

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

BACKGROUND: The Property contains approximately 1.076 acres located within Unincorporated Beaufort County as shown on the Aerial Location Map (Attachment 3). The Property is currently vacant.

The Property is zoned as Grande Oaks Planned Unit Development, as shown on the Zoning Map (Attachment 4), and designated as part of the Community Residential C-2 Land Use Tract as shown on the Grande Oaks Master Plan (Attachment 5) which allows limited uses including attached and detached single family, multi-family, community recreation, and sales center. The immediately adjacent properties vary as to jurisdiction and zoning as follows:

Direction	Jurisdiction	Zoning District	Current Use
North	Town of Bluffton	Buckwalter Planned Unit Development	Drayton-Parker Companies, LLC - Bluffton Township Fire District - 469 Buckwalter Parkway - Parker's Gast Station
	Town of Bluffton	Buckwalter Planned Unit Development	Beaufort County - Buckwalter Parkway - Road Right-of-Way
	Town of Bluffton	Buckwalter Planned Unit Development	Wappoo, LLC - 145 Carolina Bluff Drive - Vacant
	Town of Bluffton	Buckwalter Planned Unit Development	Wappoo, LLC - No Address - Carolina Bluff Drive - Road Right-of-Way
South	Beaufort County	Grande Oaks Planned Unit Development	Grande Oaks II, LLC - 454 Buckwalter Parkway - Vacant
	Beaufort County	Grande Oaks Planned Unit Development	Sandy Pointe Property Owners Association, Inc. - No Address - Sandy Pointe Open Space
East	Town of Bluffton	Buckwalter Planned Unit Development	Grande Oaks, LLC - No Address - Vacant
West	Beaufort County	Grande Oaks Planned Unit Development	Grande Oaks II, LLC - No Address - Vacant
	Beaufort County	Grande Oaks Planned Unit Development	Beaufort County - Lake Point Drive - Road Right-of-Way

The Applicant intends to utilize the Property, in conjunction with the adjacent 9.18 acre property currently within the Buckwalter PUD and Buckwalter Commons Land Use Tract, as a gas station consisting of a 5,900 square foot convenience store, fuels facility with 20 vehicle fueling positions, and a 1,200 square foot car wash which are conditional uses permitted within the requested Buckwalter Commons Land Use Tract as shown in the Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses provided as Attachment 6.

The necessity for the proposed annexation to further the proposed development is due to their inability to obtain a new access point from the Property directly to the Buckwalter Parkway since it would not meet the spacing standards of the Buckwalter Parkway Access Management Plan's standards. Once annexed, the Property will allow for an access point onto Lake Point Drive. Further, all future development of the Property would be required to be reviewed through the applicable Town of Bluffton planning processes.

ANALYSIS

A. ANNEXATION APPLICATION

The *Town of Bluffton Annexation Policy and Procedure Manual* (Annexation Manual) provides the review criteria for annexation requests and an analysis of each is as follows:

1. The application meets the principals, policies and procedures set forth in the Annexation Manual.

Finding: Staff finds the annexation request, in conjunction with approval of the concurrent Comprehensive Plan Amendment Application, meets the principals, policies and procedures to achieve orderly growth and develop a more cohesive and less fragmented Town Boundary as set forth in the Annexation Manual.

2. The Annexation of the property is in the best interest of the Town and its citizens.

Finding: In accordance with the Annexation Manual, Staff will prepare a Cost/Benefit Analysis for the proposed annexation to evaluate the costs, benefits and estimated tax revenue for the Property including its first year of annexation as well as at build-out prior to Planning Commission's Public Hearing.

3. The Property has contiguity to the Town of Bluffton Municipal Boundary.

Finding: The Property is contiguous to the Town of Bluffton's Municipal Boundary. Contiguity with the Town of Bluffton's municipal boundary is established through the adjacent parcel to the south known as the Robertson Tract and the Buckwalter Parkway to the east which are within the Buckwalter Planned Unit Development, Concept Plan, and Development Agreement and located to the south of the Lake Point Drive and Buckwalter Parkway intersection. of the Properties along US Highway 278. The adjacent parcel was annexed into the Town of Bluffton's municipal boundaries upon approval of the Buckwalter Annexation by Town Council Ordinance 2000-02 on April 19, 2000.

4. The Annexation avoids creating new enclaves (or donut holes) in the Town of Bluffton Municipal Boundary.

Finding: The proposed annexation will not create new enclaves in the Town of Bluffton Municipal Boundary.

5. The Annexation is consistent with the recommendations of the Town of Bluffton Comprehensive Plan including the Future Annexation Map.

Finding: The annexation of the Property is consistent with the recommendations of the Comprehensive Plan and falls within the boundary of the Future Annexation Map (Attachment 7).

The Town of Bluffton Comprehensive Plan Map 8.3 - Future Land Use currently identifies the Properties as Medium Density Residential (Attachment 8). Though the anticipated future use is not residential, it will provide a neighborhood service to surrounding residents and aligns with the uses permitted within the requested Buckwalter Commons Land Use Tract of the Buckwalter Planned Unit Development.

Further, the Property is within the Town Center Place Type of the Town of Bluffton Growth Framework Map (Attachment 9) which are identified as the most intensely developed areas or those areas to be intensely developed consisting of compact, complete, and highly connected neighborhoods that support a larger, most intense mixed-use development condition as defined Section 6.1.2 of the Unified Development Ordinance.

6. **The requested zoning district(s), land use regulations, development standards and environmental regulations is appropriate.**

   Finding: The criteria for the requested Buckwalter Planned Unit Development Zoning District will be discussed in detail in the analysis of the zoning map amendment in future staff reports.

7. **Consideration has been given to the costs, benefits and estimated revenues for a proposed annexation before action is taken on the petition.**

   Finding: In accordance with the Annexation Manual, Staff will prepare a Cost/Benefit Analysis for the proposed annexation to evaluate the costs, benefits and estimated tax revenue for the Property including its first year of annexation as well as at build-out prior to Planning Commission's Public Hearing.

8. **The Annexation will not create a tax burden or measurably reduce the level of service(s) provided to existing citizens and property owners.**

   Finding: In accordance with the Annexation Manual, Staff will prepare a Cost/Benefit Analysis for the proposed annexation to evaluate the costs, benefits, estimated tax revenue and impact on Law Enforcement for the Property including its first year of annexation as well as at build-out prior to Planning Commission's Public Hearing.

9. **The Fiscal impact of providing municipal services has been considered.**

   Finding: In accordance with the Annexation Manual, Staff will prepare a Cost/Benefit Analysis for the proposed annexation to evaluate the costs, benefits, estimated tax revenue and impact on Law Enforcement for the Property including its first year of annexation as well as at build-out prior to Planning Commission's Public Hearing.

10. **Consideration of the annexation area's existing condition of utilities, transportation, infrastructure and future needs for expansion improvements has been taken**.

    Finding: The Property will be served by public water & sewer, electrical, telecommunications, and natural gas services are accessible, adjacent to, or are in close

proximity for tie-in at time of development. Improvements, if necessary, to infrastructure and transportation systems will be considered as part of the development review process.

11. The full impact that annexation will have on law enforcement has been considered.

Finding: In accordance with the Annexation Manual, Staff will prepare a Cost/Benefit Analysis for the proposed annexation to evaluate the costs, benefits, estimated tax revenue and impact on Law Enforcement for the Properties including its first year of annexation as well as at build-out prior to Planning Commission's Public Hearing.

12. The application demonstrates potential for the diversification of the economic base and job opportunities.

Finding: The proposed annexation demonstrates a potential to further economic development, create new job opportunities, as well as diversify the Town's economic base.

13. Petitioners understanding of all potential costs/benefits associated with annexation.

Finding: In accordance with the Annexation Manual, Staff will prepare a Cost/Benefit Analysis for the proposed annexation to evaluate the costs, benefits, estimated tax revenue and impact on Law Enforcement for the Properties including its first year of annexation as well as at build-out prior to Planning Commission's Public Hearing.

14. Input has been provided by the public and affected agencies during the review process.

Finding: There are several opportunities for the public and affected agencies to provide comment on the proposed annexation via public meetings or by contacting Staff or the Applicant directly. Notification of the Annexation and Zoning Map Amendment applications and their applicable meetings was accomplished by various methods as required by the South Carolina Freedom of Information Act, the Unified Development Ordinance, Annexation Manual, and Applications Manual as well as the Town Council Resolution for Joint Review of Regionally Significant Projects.

SCHEDULE: The proposed schedule for the applications is provided as Attachment 10.

TOWN STAFF RECOMMENDATION: Town Staff finds that the guiding principles of the Annexation Policy & Procedures Manual, Unified Development Ordinance, and Applications Manual are satisfied for the intent to annex and recommend the following to allow the concurrent applications to move forward in the review process:

1. First Reading of an Ordinance Approving the 100% Annexation Petition for Certain Property Consisting of Approximately 1.076 Acres of Land Located at 464 Buckwalter Parkway and Identified as a Portion of Beaufort County Tax Map No. R600 029 000 0014 0000 into the Town of Bluffton Municipal Boundary as Part of the Buckwalter Planned Unit Development to Supplement the Development of the 9.18 Acre Robertson Site (Attachment 1)

ATTACHMENTS:

1. Annexation Ordinance
    a. Exhibit A – 100% Annexation Petition
    b. Exhibit B - Property Description
    c. Exhibit C - Plat Book
2. Application
3. Aerial Map
4. Zoning Map
5. Grande Oaks Master Plan
6. Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses
7. Future Annexation Map
8. Future Land Use Map
9. Bluffton Growth Framework Map
10. Schedule
11. Proposed Motion

Attachment 1

ORDINANCE NO. 2020-_____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE TO APPROVE THE ANNEXATION PETITION FOR CERTAIN REAL PROPERTY OWNED BY GRANDE OAKS, II, LLC, THE SAME CONTAINING APPROXIMATELY 1.076 ACRES, MORE OR LESS, LOCATED AT 464 BUCKWALTER PARKWAY, AND BEING A PORTION OF BEAUFORT COUNTY TAX MAP NUMBER R600-029-000-0014-0000

WHEREAS, Grande Oaks II, LLC is the One Hundred percent (100%) owner of certain real property contiguous to the Town of Bluffton's corporate boundaries; and

WHEREAS, on February 28, 2020, Grande Oaks II, LLC submitted a One Hundred Percent (100%) Annexation Petition, executed August 20, 2018, to annex certain real property contiguous to the Town of Bluffton's corporate boundaries consisting of 1.076 acres, more or less, and being a portion of that property bearing Beaufort County Tax Map Number R600-029-000-0014-0000 (the "Property") in accordance with S.C. Code Ann. § 5-3-150(3) and the *Town of Bluffton Annexation Policy and Procedure Manual*; and

WHEREAS, on _____, the Planning Commission held a Public Hearing and voted to forward Town Council a recommendation of _____ of the Annexation Petition for the Properties in accordance with the provisions of S.C. Code Ann. § 5-3-150(3) and the *Town of Bluffton Annexation Policy and Procedure Manual*; and

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

WHEREAS, the Town Council agrees to accept the Annexation Petition for the Properties; and,

WHEREAS, the Town Council of the Town of Bluffton finds it to be in the Town's best interest to annex into its corporate boundaries that certain Property owned by the Grande Oaks II, LLC.

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

The Town of Bluffton, South Carolina, hereby annexes into its corporate boundaries all that certain Property owned by Grande Oaks II, LLC, the same consisting of a total of 1.076 acres, more or less, being described as a portion of Beaufort County Tax Map Number R600-029-000-0014-0000, including adjacent Right-of-Ways, and which is more fully described by the Petitions for Annexation of Property and its Exhibits and Attachments, the same being attached hereto and incorporated herein as part of this Ordinance.

DONE, RATIFIED AND ENACTED this _____ day of _____, 2020.

This Ordinance was read and passed at First Reading on August 13, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Clerk, Town of Bluffton, South Carolina

A Public Hearing was held on this Ordinance on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at Second and Final Reading held on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Clerk, Town of Bluffton, South Carolina

Exhibit A

Annexation Petition

Exhibit B

Property Description

Exhibit C

Plat Book

Exhibit A

STATE OF SOUTH CAROLINA	)	**PETITION FOR ANNEXATION**
	)	**TO**
COUNTY OF BEAUFORT	)	**THE TOWN OF BLUFFTON, SOUTH CAROLINA**

TO THE HONORABLE MAYOR AND TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA

The undersigned petitioner, being the 100% freehold owner of the real property hereinafter described on Exhibit "A" attached hereto and made a part hereof being a 1.076 acre portion of that certain real property identified by Beaufort County Tax Map number **R600 029 000 0014 0000**, requests annexation into the Town of Bluffton, South Carolina and does hereby petition the Honorable Mayor and Town Council of the Town of Bluffton so as to become a part thereof pursuant to Section 5 – 3 – 150(3) of the South Carolina Code of Laws.

1. The property to be annexed is that described and set forth in Exhibit "A" attached hereto and made a part hereof (the "**Property**").

2. The Property comprises approximately 1.076 acres of uplands. The subject property is located on the south west corner of the intersection of Lake Point Drive and Buckwalter Parkway.

3. The Property is adjacent to other lands within the Town of Bluffton.

4. The petitioner requests that the Property be zoned Buckwalter PUD with 1.076 acres of General Commercial density.

WHEREFORE, your petitioner prays that the Town of Bluffton agrees to accept this petition and annex the aforesaid described Property.

IN WITNESS WHEREOF, petitioner has hereunto set its hand and seal this 20 day of August, 2018.

WITNESSES:

Tracy Clift
(Witness signs here)

Kerter Dawson
(Witness signs here)

GRANDE OAKS II, LLC
A South Carolina limited liability company

Pamela Murk
By: Pamela Murk
Its: Manager

1852957v1

Exhibit B

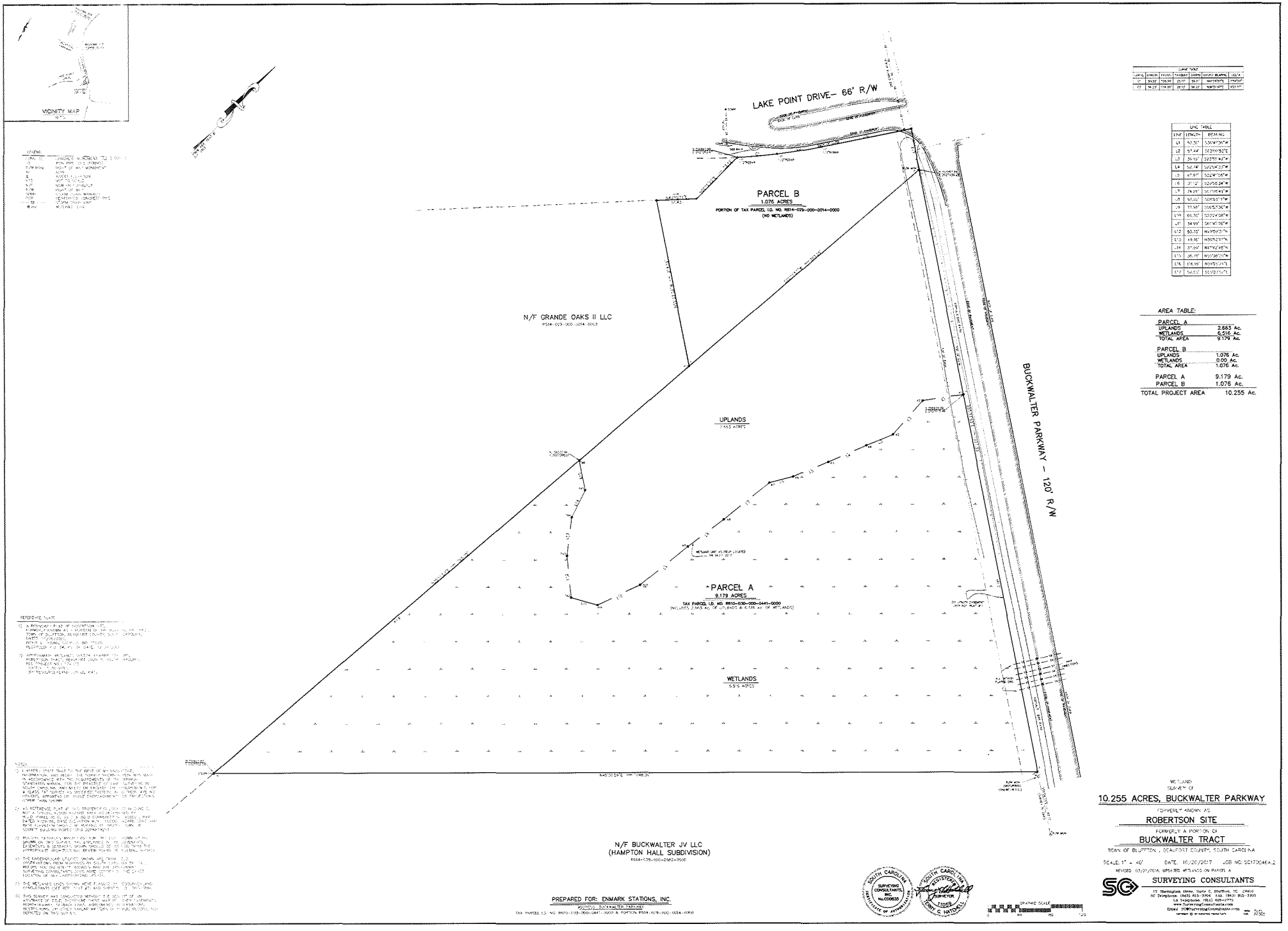
EXHIBIT "A"

Parcel B

ALL that piece, parcel, and tract of land shown and described as Parcel B containing approximately 1.076 acres and as more fully shown on a plat entitled "Wetland Survey of 10.255 Acres, Buckwalter Parkway Formerly Known as Robertson Site Formerly a Portion of Buckwalter Tract," prepared by Surveying Consultants.

TMS #: R600 029 000 0014 0000 (a portion of)

Exhibit C



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	39.52'	139.00'	19.97'	39.37'	N46°03'09"E	16°17'27"
C2	34.22'	139.00'	17.19'	34.12'	N28°54'48"E	14°06'11"

LINE TABLE		
LINE	LENGTH	BEARING
L1	42.30'	S36°41'06"W
L2	57.44'	S63°55'53"E
L3	26.19'	S27°55'43"W
L4	52.74'	S22°04'22"W
L5	47.97'	S22°41'58"W
L6	37.12'	S29°56'24"W
L7	24.25'	S07°05'41"W
L8	57.02'	S09°53'17"W
L9	37.98'	S06°53'06"W
L10	60.30'	S20°24'05"W
L11	34.99'	S41°41'06"W
L12	53.35'	N49°59'37"W
L13	49.36'	N50°52'17"W
L14	37.09'	N37°42'45"W
L15	36.78'	N20°06'20"W
L16	116.93'	N34°53'24"E
L17	54.57'	N15°33'15"E

AREA TABLE:

PARCEL A	
UPLANDS	2.663 Ac.
WETLANDS	6.516 Ac.
TOTAL AREA	9.179 Ac.
PARCEL B	
UPLANDS	1.076 Ac.
WETLANDS	0.00 Ac.
TOTAL AREA	1.076 Ac.
PARCEL A	9.179 Ac.
PARCEL B	1.076 Ac.
TOTAL PROJECT AREA	10.255 Ac.

WETLAND
SUMMARY OF
10.255 ACRES, BUCKWALTER PARKWAY
FORMERLY KNOWN AS
ROBERTSON SITE
FORMERLY A PORTION OF
BUCKWALTER TRACT
TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA

SURVEYING CONSULTANTS
17 Sheridan Drive, Suite C, Bluffton, SC 29910
SC Telephone: (843) 815-3004 FAX: (843) 815-3005
GA Telephone: (912) 826-2770
www.SurveyingConsultants.com
Email: SC@SurveyingConsultants.com

Attachment 2

TOWN OF BLUFFTON
ANNEXATION APPLICATION

Growth Management Customer Service Center
20 Bridge Street
Bluffton, SC 29910
(843) 706-4522
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant	Property Owner
Name: Enmark Stations Inc. c/o Walter J. Nester, III	Name: Grande Oaks II, LLC
Phone: (843) 785-2171	Phone: (912) 224-4845
Mailing Address: c/o Burr & Forman LLP 23 B Shelter Cove Lane, Suite 400 Hilton Head Island, SC 29928	Mailing Address: 8828 Copenhaver Drive Potomac, MD 20854
E-mail: wnester@burr.com	E-mail: murk5@mac.com
Town Business License # (if applicable):	

Project Information	
Project Name: Robertson Site - Additional Property	Acreage: 1.076
Project Location: Buckwalter Parkway	
Existing Zoning: Grande Oaks PUD	Proposed Zoning: Bucklwater PUD
Tax Map Number(s): R600 029 000 0014 0000 (Portion of)	
Project Description: Addition of 1.076 acres (Parcel B) to Buckwalter PUD to supplement development of Robertson Site	

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

- [x] 100 Percent Petition and Ordinance Method
- [ ] 75 Percent Petition and Ordinance Method
- [ ] 25 Percent Elector Petition and Election Method

Minimum Requirements for Submittal

- [ ] 1. Completed Annexation Petition(s) and digital files.
- [ ] 2. Project Narrative and digital file per the attached Annexation Application Checklist.
- [ ] 3. Parcel Information and digital file per the attached Annexation Application Checklist.
- [ ] 4. Concurrent Applications and digital files per the attached Annexation Application Checklist.
- [ ] 5. All information required on the attached Application Checklist.
- [ ] 6. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.

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

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

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

Property Owner Signature: AS AGENT Date: 2.24.2020

Applicant Signature: Date: 2.24.2020

For Office Use

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

TOWN OF BLUFFTON
ANNEXATION
APPLICATION CHECKLIST

In accordance with the Town of Bluffton Annexation Policies & Procedures Manual, the following information shall be included as part of an Annexation application submitted for review. This checklist is intended to assist in the provision of the minimum documentation necessary to demonstrate compliance with Town of Bluffton policies and procedures. Upon review of the submitted application by Town Staff, additional information may be required. The use of this checklist by Town Staff or the Applicant shall not constitute a waiver of any requirement contained in the Annexation Policies & Procedures Manual. Applicants are encouraged to work closely with Town Staff in preparing any application prior to submittal.

Narrative.	
1.	Contact information for property owner(s), applicant, attorney and any other applicable consultant/firm.
2.	If the applicant is not the property owner, a letter of agency from the property owner authorizing the applicant to act on behalf of the property owner.
3.	Reason for annexation request and anticipated benefits.
4.	Parcel numbers and acreage of each.
5.	Existing structure(s).
6.	Current Special Districts (overlay, tax, and/or conservation).
7.	Current Beaufort County Zoning District(s) and Land Use(s).
8.	Proposed Zoning District(s) and Land Use(s).
9.	Current versus Proposed Zoning District and Land Use Comparison.
10.	Consistency with the Town of Bluffton Comprehensive Plan, Future Annexation Area Map, and Future Land Use Map.
11.	Estimate of current population of Annexation Area.
12.	Current utility service providers.
Parcel Information.	
1.	Deed(s) recorded with the Beaufort County Register of Deeds.
2.	Plat(s) recorded with the Beaufort County Register of Deeds.
3.	Covenants and Restriction(s) recorded with the Beaufort County Register of Deeds.
4.	Easement(s) recorded with the Beaufort County Register of Deeds.
5.	Agreement(s) recorded with the Beaufort County Register of Deeds.
6.	Any other Document(s) recorded with the Beaufort County Register of Deeds.
7.	Location Map of proposed Annexation Area showing: a) Existing Structures; b) Current Beaufort County Zoning District(s); and c) Adjacent Property Owners.
8.	Zoning verification letter from Beaufort County providing: a) Current Beaufort County Zoning; and b) Special Districts such as Overlays.
9.	Parcel History letter from Beaufort County providing: a) Special Districts such as, but not limited to, Tax Increment Finance District, Assessment District, and Multi-County Industrial Park; b) Any application(s) submitted for the past 10 years and the current status of the application; and c) Any zoning, land development, building, or county code violation(s) for the past 10 years and the current status of the violation.
10.	Photographs of: a) Existing Structures and Land Use; and b) Adjacent Property.

TOWN OF BLUFFTON
ANNEXATION
APPLICATION CHECKLIST

Concurrent Applications.
1. Zoning Map Amendment application and required submittal items.
2. Other concurrent applications, as applicable: a) Comprehensive Plan Amendment application and required submittal items; b) Development Agreement application and required submittal items; c) Concept Plan application and required submittal items; and/or d) Master Plan application and required submittal items.

SIGN AND RETURN THIS CHECKLIST WITH THE APPLICATION SUBMITTAL
ALL SUBMITTALS MUST BE COLLATED AND FOLDED TO 8-1/2" X 11"

By signature below I certify that I have reviewed and provided the minimum submittal requirements listed above, including any additional items requested by the Town of Bluffton Staff. Any items not provided have been listed in the project narrative with an explanation as to why the required submittal item has not been provided or is not applicable. Further, I understand that failure to provide a complete, quality application or erroneous information may result in the delay of processing my application(s).

Signature of Property Owner or Authorized Agent

2.24.2020
Date

WALTER J. NESTOR, III
Printed Name

TOWN OF BLUFFTON
ZONING MAP/TEXT AMENDMENT APPLICATION

Growth Management Customer Service Center
20 Bridge Street
Bluffton, SC 29910
(843) 706-4522
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant	Property Owner
Name: Enmark Stations Inc. c/o Walter J. Nester, III	Name: Grande Oaks II, LLC
Phone: (843) 785-2171	Phone: (912) 224-4845
Mailing Address: c/o Burr & Forman LLP 23-B Shelter Cove Lane, Suite 400 Hilton Head Island, SC 29928	Mailing Address: 8828 Copenhaver Drive Potomac, MD 20854
E-mail: WNester@burr.com	E-mail: murk5@mac.com
Town Business License # (if applicable):	

Project Information	
Project Name: Robertson Site - Additional Property	Acreage: 1.076 Acres
Project Location: Buckwalter Parkway	Comprehensive Plan Amendment Yes ☒ No
Existing Zoning: Grande Oaks PUD	Proposed Zoning: Bucklwater PUD
Type of Amendment: Text ☒ Map	
Tax Map Number(s): R600 029 000 0014 0000 (Portion of)	
Project Description: Addition of 1.076 acres (Parcel B) to Buckwalter PUD to supplement development of Robertson Site.	

Minimum Requirements for Submittal

- ☐ 1. Two (2) full sized copies and digital files of the maps and/or plans depicting the subject property.
- ☐ 2. Project Narrative and digital file describing reason for application and compliance with the criteria in Article 3 of the UDO.
- ☐ 3. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.

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

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

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

Property Owner Signature: As Agent Date: 2.24.2020

Applicant Signature: Date: 2.24.2020

For Office Use	
Application Number:	*Date Received:*
Received By:	*Date Approved:*

TOWN OF BLUFFTON
DEVELOPMENT AGREEMENT APPLICATION

Growth Management Customer Service Center
20 Bridge Street
Bluffton, SC 29910
(843)706-4522
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant	Property Owner
Name: Enmark Stations Inc. c/o Walter J. Nester, III	Name: Grande Oaks II, LLC
Phone: 843-785-2171	Phone: 912-224-4845
Mailing Address: c/o Burr & Forman LLP 23-B Shelter Cove Lane, Suite 400 Hilton Head Island, SC 29928	Mailing Address: 8828 Copenhaver Drive Potomac, MD 20854
E-mail: wnester@burr.com	E-mail: murk5@mac.com
Town Business License # (if applicable):	

Project Information		
Project Name: Robertson Site - Additional Property	☐ New	☒ Amendment
Project Location: Buckwalter Parkway		
Zoning District: Buckwalter PUD	Acreage: 1.076	
Tax Map Number(s): R600 029 000 0014 0000 (Portion of)		
Project Description: Addition of 1.076 acres (Parcel B) to Buckwalter PUD to supplement development of Robertson Site.		

Minimum Requirements for Submittal

- ☐ 1. One (1) paper copy and digital file of the draft Development Agreement.
- ☐ 2. Project Narrative and digital file describing reason for application and compliance with the criteria in Article 3 of the UDO.
- ☐ 3. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.

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

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

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

Property Owner Signature: As Agent Date: 2.24.2020

Applicant Signature: Date: 2.24.2020

For Office Use	
Application Number:	*Date Received:*
Received By:	*Date Approved:*

Prepared By and After
Recording Return to:
Burr & Forman LLP
Attn: Walter J. Nester, III
23-B Shelter Cove Lane
Hilton Head Island, SC 29928
843-785-2171

STATE OF SOUTH CAROLINA	**)**	**_____ AMENDMENT**
	)	**TO DEVELOPMENT AGREEMENT**
COUNTY OF BEAUFORT	**)**	**AND CONCEPT PLAN**
	)	**BUCKWALTER TRACT**

THIS _____ AMENDMENT TO DEVELOPMENT AGREEMENT AND CONCEPT PLAN (the "**_____ Amendment**") is made and entered into this _____ day of _____, 2020, by and among the Town of Bluffton, South Carolina (the "**Town**") and Grande Oaks II, LLC, a South Carolina limited liability company ("**Grande Oaks II**"), its successor and assigns.

WHEREAS, the Town and SP Forests L.L.C., executed and approved a Development Agreement ("**Development Agreement**"), dated April 19, 2000, and recorded in the Office of the Register of Deeds ("**ROD**") for Beaufort County, South Carolina in Official Record Book 1288 at Page 1, which Development Agreement, as amended, governs the use and development of a tract of land known as the Buckwalter Tract, originally containing approximately 5,680 acres of land, more particularly described in the Development Agreement and amendments thereto; and,

WHEREAS, concurrently with the execution of the Development Agreement, the Town annexed the Buckwalter Tract into the Town boundaries and granted Concept Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and the Concept Plan ("**Concept Plan**") for Buckwalter Tract, adopted April 19, 2000; and,

WHEREAS, subsequent to the execution and approval of the Development Agreement and Concept Plan, the Town has approved _____ (____) amendments to the Development Agreement and Concept Plan as follows:

1. **First Amendment**. Added the 11.721 acre Robertson Tract and no additional density to the Development Agreement and Concept Plan and was executed on June 21, 2002 and recorded in the ROD in **Book 1599** at **Page 1149**; and

2. **Second Amendment**. Added the 43.48 acre Johnson Tract as well as 55 Dwelling Units to the Development Agreement and Concept Plan and was

executed on February 4, 2003 and recorded in the ROD in **Book 1709** at **Page 1440**; and

3. **Third Amendment**. Added the 173.62 acre Cypress Lake Tract from the Jones Estate Development Agreement and Concept Plan as well as 600 Dwelling Units and 90 acres of General Commercial Density to the Development Agreement and Concept Plan and was executed on October 10, 2005 and recorded in the ROD in **Book 2256** at **Page 189**; and

4. **Fourth Amendment**. Added the 59.91 acre Rose Dhu Creek Phase III Tract as well as 18 Dwelling Units to the Development Agreement and Concept Plan and was executed on October 10, 2005 and recorded in the ROD in **Book 2256** at **Page 204**; and

5. **Fifth Amendment**. Added the 58.85 acre Graves Tract as well as 58.85 acres of General Commercial Density to the Development Agreement and Concept Plan and was executed on November 2, 2005 and record in the ROD in **Book 2305** at **Page 410**; and

6. **Sixth Amendment**. Added the 2.687 acre Jacoby Tract and no additional Density to the Development Agreement and Concept Plan and was executed on May 10, 2006 and recorded in the ROD in Book 2816 at Page 1746; and

7. **Seventh Amendment**. Added the 6.5 acre University Investments Tract and no additional Density to the Development Agreement and Concept Plan and was executed on January 7, 2008 and recorded in the ROD in **Book 2671** at **Page 2250**; and

8. **Eighth Amendment**. Added 324 Dwelling Units through Transfer of Development Rights Permit for Buckwalter Place Initial Master Plan to the Development Agreement and Concept Plan and was executed on November 6, 2007 and recorded in the ROD in **Book 2823** at **Page 384**; and

9. **Ninth Amendment**. Added the 163 Willow Run Tract, the reallocation of Land Uses for the Northern Tract, as well as 260 Dwelling Units and 162 acres General Commercial Density to the Development Agreement and Concept Plan and was executed on February 25, 2008 and recorded in the ROD in **Book 2724** at **Page 1787**; and

10. **Tenth Amendment**. Added the 9.18 acre Robertson Site and added 9.18 acres of General Commercial Density to the Development Agreement and amended the Concept Plan by re-designating the Robertson Site as additional Buckwalter Commons Tract and was executed on February 10, 2012 and recorded in the ROD in **Book 3119** at **Page 2458**; and

11. **Eleventh Amendment**. Approved changes in permitted use for the Buckwalter Commons Connector Tract and redesignated a portion of the Sandhill

Tract as Buckwalter Commons Tract and added an additional 70 acres of Commercial Density was executed on April 10, 2013 and recorded in **Book 3231** at **Page 3176**; and

12. _____Amendment. Added the 61.093 acre Saint Gregory the Great Land Use Tract and added general commercial and residential development rights as described therein to the Development Agreement and Concept Plan and was executed on _____, 2020 and recorded in the ROD in Book ____ at Page_____.

WHEREAS, the Robertson Site is bounded to the northwest by that certain 127.950 acre parcel of unimproved real property bearing Beaufort County Tax Property Identification Number of R600 029 000 0014 0000 and owned by Grande Oaks II, LLC (the "**Grande Oaks II Tract**"); and,

WHEREAS, Grande Oaks II is subject to a contract of sale to sell a 1.076 acre portion of the Grande Oaks II Tract (hereinafter "Parcel B"), as more fully described on Exhibit "A" attached hereto, in order to provide, among other matters, access to Lake Point Drive from the Robertson Site for the planned development thereof; and,

WHEREAS, Grande Oaks II and the Town desire that Parcel B be annexed into the Town under the Development Agreement and Concept Plan together with the Development Rights described herein so that Parcel B shall be fully integrated into and developed and used under and pursuant to the Development Agreement and Concept Plan.

NOW, THEREFORE, in consideration of the aforesaid premise, the promises, covenants and conditions herein described, and all other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Town and Grande Oaks II do hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference thereto.

2. Development Agreement Amendment. The Development Agreement, as amended, is hereby further amended to add Parcel B to the legal description of the real property subject to the Development Agreement and hereinafter Parcel B shall be subject to the terms, conditions, benefits and burdens of the Development Agreement as if Parcel B was initially included in the legal description and a part of the Development Agreement when first adopted.

3. Land Use Designation/Density. Parcel B is hereby added to the Concept Plan and designated as 1.076 acres of the Robertson Site. Development of Parcel B shall be governed by the Zoning Regulations, as defined in the Development Agreement and by the Concept Plan and the density allocated thereto shall be 1.076 acres of General Commercial development rights. Further the density under the Concept Plan is hereby increased by 1.076 acres of General Commercial development rights.

4. Consistency with the Comprehensive Plan. The Town confirms that the matters contained herein are consistent with the Comprehensive Plan of the Town of Bluffton and consistent with long range planning for the Town, wetland protection, and other planning goals.

5. Binding Agreement. This _____ Amendment to the Development Agreement and Concept Plan shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

6. Miscellaneous. Except as expressly modified hereby, and as previously modified of record, the Development Agreement and Concept Plan for the Buckwalter Tract shall continue in full force and effect. By its signature below, Owner consents to this Amendment to the Development Agreement and Concept Plan to include the 1.076 acres identified as Parcel B.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the day first above written.

WITNESSES:

GRANDE OAKS II, LLC
a South Carolina limited liability company

_____ By: _____

_____ Its: _____

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____the undersigned Notary Public, do hereby certify that _____ on behalf of Grande Oaks II, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of _____, 2020.

_____ (SEAL)
Signature of Notary Public
Notary Public for _____
My commission expires: _____

WITNESSES:

TOWN OF BLUFFTON,
SOUTH CAROLINA

_____

By: _____

_____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, _____the undersigned Notary Public, do hereby certify that _____, as _____ of the Town of Bluffton, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of _____, 2020.

_____ (SEAL)
Signature of Notary Public
Notary Public for: South Carolina
My commission expires: _____

EXHIBIT "A"

Parcel B

ALL that piece, parcel, and tract of land shown and described as Parcel B containing approximately 1.076 acres and as more fully shown on a plat entitled "Wetland Survey of 10.255 Acres, Buckwalter Parkway Formerly Known as Robertson Site Formerly a Portion of Buckwalter Tract," prepared by Surveying Consultants.

TMS #: R600 029 000 0014 0000 (a portion of)

TOWN OF BLUFFTON
PLANNED UNIT DEVELOPMENT (PUD) CONCEPT PLAN APPLICATION

Growth Management Customer Service Center
20 Bridge Street
Bluffton, SC 29910
(843)706-4522
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant	Property Owner
Name: Enmark Stations Inc. c/o Walter J. Nester, III	Name: Grande Oaks II, LLC
Phone: 843-785-2171	Phone: 912-224-4845
Mailing Address: c/o Burr & Forman LLP 23-B Shelter Cove Lane, Suite 400 Hilton Head Island, SC 29928	Mailing Address: 8828 Copenhaver Drive Potomac, MD 20854
E-mail: wnester@burr.com	E-mail: murk5@mac.com
Town Business License # (if applicable):	

Project Information		
Project Name: Robertson Site - Additional Property	☐ New	☒ Amendment
Project Location: Buckwalter Parkway	Acreage: 1.076	
PUD Name: Buckwalter PUD		
Tax Map Number(s): R600 029 000 0014 0000 (Portion of)		
Project Description: Addition of 1.076 acres (Parcel B) to Buckwalter PUD to supplement development of Robertson Site.		

Minimum Requirements for Submittal

☐ 1. Two (2) full sized copies and digital files of the Concept Plan.
☐ 2. Project Narrative and digital file describing reason for application and compliance with the criteria in Article 3 of the UDO.
☐ 3. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.

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

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

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

Property Owner Signature: As Agent	Date: 2.24.2020
Applicant Signature:	Date: 2.24.2020

For Office Use	
Application Number:	*Date Received:*
Received By:	*Date Approved:*

TOWN OF BLUFFTON
PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN APPLICATION

Growth Management Customer Service Center
20 Bridge Street
Bluffton, SC 29910
(843)706-4522
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant	Property Owner
Name: Enmark Stations Inc. c/o Walter J. Nester, III	Name: Grande Oaks II, LLC
Phone: 843-785-2171	Phone: 912-224-4845
Mailing Address: c/o Burr & Forman LLP 23-B Shelter Cove Lane, Suite 400 Hilton Head Island, SC 29928	Mailing Address: 8828 Copenhaver Drive Potomac, MD 20854
E-mail: wnester@burr.com	E-mail: murk5@mac.com
Town Business License # (if applicable):	

Project Information

Project Name: Robertson Site - Additional Property	☐ New	☒ Amendment
Project Location: Buckwalter Parkway	Acreage: 10.255	
PUD Name: Buckwalter PUD		
Tax Map Number(s): R600 029 000 0014 0000 (Portion of)		
Project Description: Addition of 1.076 acres (Parcel B) to Buckwalter PUD to supplement development of Robertson Site.		

Minimum Requirements for Submittal

- ☐ 1. Two (2) full sized copies and digital files of the Master Plan.
- ☐ 2. Project Narrative and digital file describing reason for application and compliance with the criteria in Article 3 of the UDO.
- ☐ 3. All information required on the attached Application Checklist.
- ☐ 4. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.

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

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

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

Property Owner Signature: AS AGENT	Date: 2-24-2020
Applicant Signature:	Date: 2-24-2020

For Office Use

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

TOWN OF BLUFFTON
MASTER PLAN
APPLICATION CHECKLIST

In accordance with the Town of Bluffton Unified Development Ordinance (UDO), the following information shall be included as part of a Master Plan application submitted for review. Depending on the proposal, the amount and type of documentation will vary. This checklist is intended to assist in the provision of the minimum documentation necessary to demonstrate compliance with the UDO. Upon review of the submitted application by Town Staff, additional information may be required. The use of this checklist by Town Staff or the Applicant shall not constitute a waiver of any requirement contained in the UDO. Applicants are encouraged to work closely with Town Staff in preparing any application prior to submittal.

NOTE: Depending on the activities proposed, Master Plan documentation will vary. At minimum, each plan must contain the General Information and Site & Existing Conditions Documentation in addition to information required for the other specific activities listed below, as applicable. Please contact Town Staff for questions and additional information.

General Information.	
1.	Name and address of property owner(s) and applicant.
2.	If the applicant is not the property owner, a letter of agency from the property owner authorizing the applicant to act on behalf of the property owner.
3.	Project name and/or name of development.
4.	A detailed narrative describing the existing site conditions and uses, proposed development, proposed uses and activities that will be conducted on the site, statement of conformance with the UDO, description of any energy conservation or green technologies proposed on the site, the maintenance responsibility of any common or public areas, and publically dedicated improvements to be completed.
5.	A listing of any past development permit approval numbers associated with the site and existing conditions placed on the development property by the Town of Bluffton through past approvals including a detailed description of how the condition will be met.
6.	An explanation of why any items on this checklist are not included with the application materials.
7.	Project name and/or name of development.
8.	All plans must include the following: name of county; municipality; project location; parcel identification number(s); date of original design; all dates of revisions; north arrow; graphic scale; and legend identifying all symbology.
9.	Vicinity map.
10.	Site data table to include; total acreage, pervious versus impervious cover, required and proposed open space calculations, number and area of proposed lots, residential density, number and area of each proposed structure, area of each use of the property and buildings, and required and proposed parking calculations.
11.	Phasing plan if the development is proposed to be developed in phases.
12.	Letters of approval, including any applicable permits, from the following agencies (as necessary for the project): a) United States Army Corp of Engineers; b) South Carolina Department of Health & Environmental Control; c) South Carolina Department of Transportation; d) Beaufort County Engineering; e) Beaufort County EMS; f) Beaufort County School District; g) Bluffton Township Fire District; h) Beaufort Jasper Water Sewer Authority; i) Town of Bluffton; j) Electric Provider; k) Natural Gas provider; and l) Cable, telephone, and data provider.
Site and Existing Conditions Documentation.	
1.	Comprehensive color photograph documentation of site and existing conditions. If digital, images should be at a minimum of 300 dpi resolution.

TOWN OF BLUFFTON
MASTER PLAN
APPLICATION CHECKLIST

NOTE: Depending on the activities proposed, Master Plan documentation will vary. At minimum, each plan must contain the General Information and Site & Existing Conditions Documentation in addition to information required for the other specific activities listed below, as applicable. Please contact Town Staff for questions and additional information.

2. Names of the owners of contiguous parcels and an indication of adjacent existing and proposed (if known) land uses and zoning.
3. Location of municipal limits or county lines, zoning, overlay or special district boundaries, if they traverse the development property, form a part of the boundary of the development property, or are contiguous to such boundary.
4. Location of all existing access points and intersections along both sides of any frontage or access roadway(s) within a minimum of 1,000 feet of the development property.
5. Location, dimensions, name, and descriptions of all existing or recorded roadways, alleys, reservations, railroads, easements, or other public rights-of-way on or within 200 feet of the development property.
6. Location, size, and type of all existing easements, rights-of-way, or utility infrastructure on or within a minimum of 200 feet of the development property.
7. Existing topography and land cover. Contours shall be shown in intervals of 1 foot or less.
8. Location, dimensions, area, descriptions, and flow line of existing watercourses, drainage structures, ditches, one-hundred (100) year flood elevation, OCRM critical line, wetlands or riparian corridors top of bank locations, and protected lands on the development property.
9. Location of any existing buildings, structures, parking lots, impervious areas, public and private infrastructure, or other man made objects located on the development property.
10. Boundary survey with bearings and distances of all property lines, tract/lot acreage, location of property markers, and seal of a Registered Land Surveyor, as well as a legal description of the property.
11. Location of benchmarks/primary control points or descriptions and ties to such control points to which all dimensions, angles, bearings, block numbers, and similar data shall be referred.
12. Existing deed covenants, conditions, and restrictions, including any design or architectural standards.
13. Proposed deed covenants, conditions, and restrictions, including any design or architectural standards.
14. Legal documents for proposed public dedications.

Lot and Building Pattern.

1. Schematic block and roadway type layout and design indicating access, configuration, land use and intensity by block or portion thereof, and buffers including detailed dimensions as are necessary and appropriate to demonstrate compliance with all applicable standards and requirements.

Transportation Networks.

1. A map or sketch showing the general relationship of the development to the surrounding areas with existing and proposed access roadways referenced to the intersection of the nearest primary or secondary paved roadway.
2. A Traffic Assessment.
3. A Traffic Impact Analysis (TIA), if warranted by the Traffic Assessment.
4. Proposed roadway alignment plan showing right-of-way widths with specific reference to the roadway type and design assembly.
5. Proposed access indicating roadway names, connectivity, roadway extensions, proposed stub roads, and dead-end roadways including detailed dimensions as are necessary and appropriate to demonstrate compliance with all applicable standards and requirements.
6. Existing and proposed non-motorized vehicle lanes, paths, sidewalks, and other facilities, including transit facilities, on and within 200 feet of the development property including detailed dimensions as are necessary and appropriate to demonstrate compliance with all applicable standards and requirements.
7. Emergency access provisions.
8. Phasing plan of proposed traffic mitigation measures, or approved payments in-lieu of such that will be provided to the Town of Bluffton or applicable agency. Plan must ensure adequate transportation network is in place to support development at time of construction.

Natural Resources, Tree Conservation, Planting, and Landscaping.

1. Location of existing tree canopy coverage including table summarizing canopy lot coverage area, lot area not covered by tree canopy, and tree canopy expressed as percentage of lot coverage.

TOWN OF BLUFFTON
MASTER PLAN
APPLICATION CHECKLIST

NOTE: Depending on the activities proposed, Master Plan documentation will vary. At minimum, each plan must contain the General Information and Site & Existing Conditions Documentation in addition to information required for the other specific activities listed below, as applicable. Please contact Town Staff for questions and additional information.
2. Location and table summarizing trees listed on America's Historic Tree Register as maintained by American Forests.
3. Location of groups of trees that connect to other vegetated and/or treed areas on adjacent sites helping to create or extend a wildlife or natural corridor.
Open Space Plan.
1. Proposed open space areas, habitat areas, types, and access trails both on and off-site.
2. Proposed public lands and methods of dedication and access.
3. Proposed ownership and method of transfer through deed restrictions, covenants, public dedication, or other method acceptable to the UDO Administrator.
4. Proposed use for all portions of dedicated open space.
Stormwater Management.
1. Description of proposed methods, and general layout of stormwater drainage, water system, sewer system and open space areas.

SIGN AND RETURN THIS CHECKLIST WITH THE APPLICATION SUBMITTAL
ALL SUBMITTALS MUST BE COLLATED AND FOLDED TO 8-1/2" X 11"

By signature below I certify that I have reviewed and provided the minimum submittal requirements listed above, including any additional items requested by the Town of Bluffton Staff. Any items not provided have been listed in the project narrative with an explanation as to why the required submittal item has not been provided or is not applicable. Further, I understand that failure to provide a complete, quality application or erroneous information may result in the delay of processing my application(s).

Signature of Property Owner or Authorized Agent

2. 24. 2020
Date

Walter J. Nestor III
Printed Name

STATE OF SOUTH CAROLINA	**)**	**BEFORE THE PLANNING COMMISSION**
	)	**AND TOWN COUNCIL OF THE**
COUNTY OF BEAUFORT	**)**	**TOWN OF BLUFFTON, SOUTH CAROLINA**

SUPPLEMENT TO APPLICATION FOR ANNEXATION / ZONING MAP / DEVELOPMENT AGREEMENT AND CONCEPT PLAN AMENDMENTS

OF

ENMARK STATIONS, INC.

CONCERNING

A 1.076 ACRE PORTION OF A 47.26 ACRE PARCEL (fka HIOTT TRACT)

OF

THE GRANDE OAKS PLANNED UNIT DEVELOPMENT

AND

A 9.179 ACRE PARCEL (ROBERTSON SITE)

BLUFFTON, SOUTH CAROLINA

THIS SUPPLEMENT TO APPLICATION FOR ANNEXATION / ZONING MAP / DEVELOPMENT AGREEMENT AND CONCEPT PLAN AMENDMENTS (the "**Supplement**") is submitted with and is intended to be incorporated in and comprise a part of the Applications for Annexation / Zoning Map / Development Agreement and Concept Plan Amendment (collectively the "**Application**") of Enmark Stations, Inc., a Georgia corporation authorized to conduct business in South Carolina (the "**Applicant**")[1] and the application of Grande Oaks, LLC, a South Carolina limited liability company[2] (the "**Owner**") for approval of a Master Plan as more particularly described in this Application. This narrative is submitted to the Planning Commission and the Town Council of the Town of Bluffton, South Carolina (the "**Town**") to explain the request and describe how the Application meets the criteria of the Town's Unified Development Ordinance (the "**UDO**") as required by the Application and the UDO.

I. <u>NARRATIVE</u>.

A. **Introduction, Background and Request**.

The Applicant is the contract purchaser of that certain parcel of real property identified by Beaufort County Tax Map number R610 030 000 0441 0000 located in the Town and

[1] See **<u>Exhibit A</u>** - Business Filings Report of the South Carolina Secretary of State attached hereto and made a part hereof.

[2] See **<u>Exhibit B</u>** – Business Filings Report of the South Carolina Secretary of State attached hereto and made a part hereof.

known and described as the "Robertson Site" which is subject to the Development Agreement by and between the Town and SP Forests, L.L.C., dated April 19, 2000, and recorded in the Office of the Register of Deeds ("**ROD**") for Beaufort County, South Carolina in Official Record Book 1288 at Page 1, (the "**Development Agreement**"), which Development Agreement, as amended, governs the use and development of a tract of land known as the Buckwalter Tract, originally containing approximately 5,680 acres of land, more particularly described in the Development Agreement and amendments thereto. Concurrent with the execution of the Development Agreement, the Town annexed the Buckwalter Tract into the Town boundaries and granted Concept Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and the Concept Plan ("**Concept Plan**") for Buckwalter Tract, adopted April 19, 2000. The Robertson Site was made subject to the Development Agreement and Concept Plan and is zoned Buckwalter Tract pursuant to that certain First Amendment to the Development Agreement and Concept Plan dated June 21, 2002 and recorded in the ROD in Book 1599 at Page 1149 ("**First Amendment**"). Although the Robertson Site was made subject to the Development Agreement and Concept Plan and is zoned Buckwalter Tract, Town Staff advises that the Robertson Site was not made part of the Buckwalter Commons Master Plan. Accordingly, a part of this Application seeks approval of a Master Plan for both the Robertson Site and the 1.076 acre adjacent parcel.[3] The Robertson Site is more particularly shown and described in the certain plat of survey entitled "A Boundary Plat of Robertson Site Formerly Known as a Portion of the Buckwalter Tract" prepared by Thomas & Hutton Engineering Inc., and recorded in the ROD in Plat Book 84 at Page 14[4]. The Robertson Site is owned by Grande Oaks, LLC[5] a South Carolina limited liability company ("**Grande Oaks**") and as depicted in that certain survey entitled "Wetland Survey of 10.255 Acres, Buckwalter Parkway Formerly known as Robertson Site Formerly a Portion of Buckwalter Tract" prepared by Surveying Consultants contains some 3.569 acres of upland and 5.610 acres of wetland[6]. The Applicant proposes to construct a convenience store and fuel station on the Robertson Site but requires additional upland acreage and desires access to Lake Point Drive. Accordingly, the Applicant is also the contract purchaser of a 1.076 acre portion (the "**Property**")[7] of that certain parcel of real property consisting of approximately 127.95 acres identified by Beaufort County Tax Map number R600 029 000 0014 0000. The Property is undeveloped and currently zoned Grande Oaks Planned Unit Development[8]. The Property is owned by Grande Oaks II, LLC, an affiliate of Grand Oaks. The Application is contemplated by and a contingent condition of the contract of sale and is supported by Grande Oaks. The Applicant is proposing the construction of a 5,900 square foot convenience store, fuel facility with 20 fueling positions, and a 1,200 square foot car wash building upon the combined Robertson Site and the Property (the "**Project**"). The Project costs anticipated to exceed an investment of $5,000,000.00.

---

[3] See Article V of this Application.

[4] See said boundary plat attached hereto as **Exhibit C** and made a part hereof.

[5] See deed recorded in the Register of Deeds ("**ROD**") in **Book 1631** at **Page 1642** attached hereto as **Exhibit D** and made a part hereof.

[6] See said wetland survey attached hereto as **Exhibit E** and made a part hereof.

[7] See deed recorded in the ROD in **Book 3093** at **Page 104-114**, attached hereto as **Exhibit F** and made a part hereof.

[8] See Zoning Verification Letter from Beaufort County Zoning Administrator dated March 20, 2018 attached hereto as **Exhibit G** and made a part hereof.

The Applicant submits this Application requesting the approval of:

1. the annexation of the Property into the Town;
2. an amendment to the Town's official zoning map designating the Property with the zoning district of Buckwalter Planned Unit Development ("**Buckwalter PUD**") as a part of the Buckwalter Concept Plan's Buckwalter Commons Land Use Tract and adding 1.076 acres of General Commercial development rights;
3. approval of an amendment to the Development Agreement and Concept Plan for the Project;
4. approval of an amendment to the current version of the Comprehensive Plan's Future Annexation Area Map [9] and Future Land Use Map[10]; and
5. amendment to the Buckwalter Commons Phase I Master Plan to incorporate the Robertson Site and the Property.

B. **Annexation**.

The Property is adjacent to the Robertson Site[11] and therefore contiguous to the Town. Since the Property is wholly owned by Grande Oaks II the method of annexation is made pursuant to the one hundred percent (100%) property owner petition[12] and ordinance method[13]. In accordance with the checklist set forth in the Town of Bluffton's Annexation Policy & Procedures Manual[14] ("Manual") the following is submitted:

1. Contact information.
   a. Owner: Grande Oaks II, LLC, c/o Pamela Murk, 8828 Copenhaver Drive, Potomac, Maryland 20854, Telephone: 912-224-4845, E-mail: murk5@mac.com.
   b. Applicant: Enmark Stations, Inc., c/o Doug Carroll, 2112 Rankin Street, Savannah, Georgia 31415, Telephone: 912-443-6559, E-mail: dcarroll@enmarket.com.
   c. Owner/Applicant Agent: Burr & Forman LLP c/o Walter J. Nester III, 23-B Shelter Cove Lane, Suite 400, Hilton Head Island, South Carolina 29928, Telephone: 843-785-2171, E-mail: wnester@burr.com.
2. Agency Letter. Grande Oaks II, LLC has authorized the filing of the Application[15].
3. Reason for Annexation request and anticipated benefits. See Section I and II of this Supplement.
4. Parcel Number and Acreage. Being a 1.076 acre portion of that certain real property identified by Beaufort County Tax Map Number R600 029 000 0014

[9] Attached hereto as **Exhibit H** and made a part hereof.

[10] Attached hereto as **Exhibit I** and made a part hereof.

[11] See **Exhibit C** attached hereto.

[12] See said petition attached hereto as **Exhibit J** and made a part hereof.

[13] See Section 5-3-150(3) of the South Carolina Code of Laws.

[14] Annexation in the Town is undertaken pursuant to the Annexation Policy & Procedures Manual and State law.

[15] See Owner Authorization attached hereto as Exhibit K and made a part hereof.

0000. The Robertson Site being a 9.18 acre parcel identified by Beaufort County Tax Map Number R610 030 000 0441 0000.

5. Existing Structures. None.

6. Current Special Districts. None.

7. Current Beaufort County Zoning District and Land Uses. Current zoning is Grande Oaks Planned Unit Development. Land uses vary and are set forth in the PUD. The Concept Plan for the Grande Oaks PUD is of poor quality and it is difficult to discern what uses, if any were contemplated in the Grande Oaks PUD Concept Plan in the area of the Property. Notwithstanding that fact, the Applicant and Owner assert that the development of the Buckwalter PUD in the area of the Property has already developed in a way which supports the development of a convenience store and fuel station as other similar commercial development has been developed or is being developed in the vicinity of the Property and the Robertson Site. The use for the Robertson Site under the Development Agreement and Concept Plan is General Commercial with 9.18 acres of General Commercial development rights.[16]

8. Proposed Zoning District and Land Uses. The proposed zoning district is Buckwalter PUD and the land use proposed is General Commercial with 1.076 acres of General Commercial development rights.

9. Current versus Proposed Zoning District and Land Use Comparison. The Applicant submits that the preparation of an exhibit with the requested comparison is unnecessary for the Application as proposed as it is for the annexation of a 1.076 acre parcel to be developed together with an existing portion of the Buckwalter PUD.

10. Consistency with the Town's Comprehensive Plan, Future Annexation Area Map and Future Land Use Map. See Section II hereof.

11. Estimate of current population of Annexation Area. None.

12. Current Utility Service Providers. See utility intent to serve letters attached as **Exhibit M** and made a part hereof.

C. **Parcel Information**.

1. Deed. See Deed recorded in ROD in **Book 3093** at **Pages 104 - 114** attached hereto as **Exhibit F** and made a part hereof.

2. Plats. See plat entitled "A Boundary Plat of Robertson Site Formerly Known as A Portion of The Buckwalter Tract", prepared by Thomas & Hutton Engineering Co., dated November 6, 2001 and recorded in the ROD in **Plat Book 84** at **Page 14**, attached hereto as **Exhibit C** and made a part hereof.

[16] Approved pursuant to that certain Tenth Amendment to Development Agreement and Concept Plan Buckwalter Tract record in the ROD in **Book 3119** at **Pages 2458-2465** attached hereto as **Exhibit L** and made a part hereof.

3. Covenants and Restrictions. None.

4. Easements. None.

5. Agreement of record in the ROD. Grande Oaks PUD.

6. Other Documents of record in the ROD. None other than as stated herein.

7. Location Map. The Property is identified as Parcel 'B' on **Exhibit E** of this Supplement.

8. Zoning Verification. See Zoning Verification Letter from Beaufort County Zoning Administrator dated March 20, 2018 attached as **Exhibit G**.

9. Parcel History. None other than Grande Oaks PUD described hereinabove.

10. Photographs of Existing and Adjacent Structures. The Property and the Robertson Site are undeveloped.

D. **Annexation Assessment**.

The Town's Annexation Policy & Procedures Manual sets forth in Chapter 2 thereof the information to be considered in the Town's assessment of an application for annexation.

1. **Best Interests of the Municipality**. The annexation represents a minor addition of land to the municipal boundaries of the Town and provides for the Project to move forward and allows for the development of the Robertson Site as contemplated in the Development Agreement and Concept Plan which will result in expanded services and opportunities for residents of the Town and those in unincorporated areas of the County.

2. **Feasibility Study and Cost/Benefit Analysis**. The annexation represents a minor addition of land to the municipal boundaries of the Town and provides for the Project to move forward. It is respectfully submitted that such a study is not warranted and the Applicant requests that a Feasibility Study and Cost/Benefit Analysis not be required for this Application.

3. **Guiding Principles for Assessment of Annexations**. The Applicant submits that this annexation petition provides benefit to both the Town and its citizens in terms of both costs and services received. The approval of the annexation will result in the development of the Project. The resultant convenience store and fuel facility enhances and provides for a stable tax base and provides additional employment and retail opportunities for residents of the Town and those in unincorporated areas of the County. With respect to the guiding principles and consideration for assessing this annexation petition the following is submitted:

   a. Meets the principles, policies, and procedures set forth in the Manual. The annexation represents a minor addition of land to the municipal boundaries of the Town and provides the opportunity for the development of the Property together with the Robertson Site which is already within the municipal limits of the Town and is subject to the Development Agreement and the Concept Plan;

b. Annexation of the property is in the best interest of the Town and its citizens. The Applicant submits that the annexation petition represents a minor addition of land to the municipal boundaries of the Town and provides for the Project to move forward which allows for the development of the Robertson Site as contemplated in the Development Agreement and Concept Plan which will result in expanded services and opportunities for residents of the Town and those in unincorporated areas of the County;

c. Contiguity to the Town of Bluffton Municipal Boundary. The Property is continuous with the Town's municipal boundary as it is adjacent to the Robertson Site which is within the municipal limits of the Town;

d. Avoids creating new enclaves (or donut holes) in the Town's municipal boundaries. The Applicant submits that this annexation petition reduces an existing donut hole, albeit in a small way, but in doing so meets this guiding principle;

e. Consistency with the recommendations of the Town of Bluffton's Comprehensive Plan including the Future Annexation Map. Section IV below addresses the criteria and recommendations of the Comprehensive Plan. The Property is located within the future limits for the Town as shown on the Town's Future Annexation Area[17];

f. Appropriateness of requested zoning district(s), land use regulations, development standards and environmental regulations. The Applicant submits that the annexation petition meets this guiding principle as the requested zoning district is the same as the adjacent Robertson Site which is already in the Town and subject to the Development Agreement and the Concept Plan and shall be developed in accordance with the development standards and environmental regulations;

g. Consideration of the costs, benefits and estimated revenues for a proposed annexation before action is taken on the petition. The Applicant submits that the annexation petition represents a minor addition of land to the municipal boundaries of the Town and provides for the Project to move forward which allows for the development of the Robertson Site as contemplated in the Development Agreement and Concept Plan which will result in expanded services and opportunities for residents of the Town and those in unincorporated areas of the County;

h. Annexation will not create a tax burden or measurably reduce the level of service(s) provided to existing citizens and property owners. The Applicant submits that this annexation petition and the Project do not result in an increased tax burden nor result in a reduction in the level of existing Town services. The annexation petition allows the development

[17] See Future Annexation Area map (Map 8.1) of the Comprehensive Plan attached hereto as **Exhibit H** and made a part hereof.

of the Property together with the Robertson Site which is already located within the municipal limits of the Town;

i. Fiscal impact of providing municipal services. The Applicant submits that the impact, if any, of providing municipal services to the Property will be negligible;

j. Consideration of the annexation area's existing condition of utilities, transportation, infrastructure and future needs for expansion improvements. The Applicant submits that these considerations are inapplicable to this annexation petition;

k. Full impact that annexation will have on law enforcement. The Applicant submits that this annexation petition and the Project do not result in an increased burden on law enforcement as the annexation petition allows the development of the Property together with the Robertson Site which is already located within the municipal limits of the Town;

l. Demonstrates potential for the diversification of the economic base and job opportunities. The Applicant admits that the annexation petition while expanding the Town's economic base and opportunities for employment, does little to diversify the Town's economic base;

m. Consideration and utilization of Development Agreements for the proposed annexation area when applicable. The annexation petition indeed utilizes an amendment to an existing development agreement and concept plan for the proposed annexation area;

n. Petitioners understanding of all potential costs/benefits associated with annexation. The petitioner and the Applicant understand the costs and benefits associated with the annexation and respectfully request the approval of the same; and

o. Input provided by the public and affected agencies during the review process. The Applicant welcomes input from the public and affected agencies and looks forward to working with them for the development of the Project.

E. **Current and Proposed Density and Use**.

As noted above, the Applicant's Project proposes the construction of a 5,900 square foot convenience store, fuel facility with 20 fueling positions, and a 1,200 square foot car wash building upon the Robertson Site and the Property. The Applicant and Owner request that upon annexation the Property be provided new density consisting of 1.076 acres of General Commercial development rights.

The by-right permitted use for the Property are those uses and density set forth in the Grande Oaks PUD approved and adopted by Beaufort County by ordinance dated April 13, 1999[18]. The Applicant submits that a detailed analysis of available uses under the Grande

[18] See Resolution of Beaufort County Council attached hereto as **Exhibit N** and made a part hereof.

Oaks PUD is not available as it is not possible to determine what uses are available to the Property.

II. **Rezoning Criteria**.

A. **Applicability**. The current existing land use for the Property is Grande Oaks PUD. Section 3.4.2 of the UDO requires that any rezoning "be based upon the recommended future land use category for the property as shown on the future land use map in the Town of Bluffton Comprehensive Plan". The future land use map in the Town's Comprehensive Plan (the "Comprehensive Plan") appears to indicate that the Property is designated as "Medium Density Residential"[19]. However, it is noted that the Robertson Site adjacent directly to the south east also appears to be designated Medium Density Residential in the future land use map but pursuant to the First Amendment the Robertson Site has no assigned residential density and is designated Buckwalter PUD and assigned General Commercial development rights. The Applicant submits that it is appropriat**e to designate the Property as** low intensity commercial – PUD as is the land to the north and east of the **Property** and the Robertson Site as depicted in the future land use map.

B. **Application Review Criteria**. Section 3.4.3 of the UDO sets forth the review criteria for consideration by the Town's Planning Commission and Town Council when reviewing an application for a Zoning Map Amendment. The Applicant proposes that this Application satisfies or exceeds the requirements for a Zoning Map Amendment as set forth below.

1. **Consistency with the Comprehensive Plan**.

a. Population Vision. *The Population Vision of the Comprehensive Plan acknowledges and accepts the Town's diverse population and strives to offer a high quality of life for all residents, visitors and workers*.[20] The proposed Zoning Map Amendment is consistent with the Population Vision as it provides additional retail services to support the existing and future population of the Town.[21]. Furthermore, it is consistent with and furthers efforts to fulfill the goal to prepare for the minimum two-fold increase growth of the Town's permanent residents with the addition of retail opportunities and services.[22] The proposed Zoning Map Amendment is therefore the Population Vision of the Comprehensive Plan.

b. Cultural Resources Vision. *The Cultural Resources Vision of the Comprehensive Plan instructs the Town to strive to maintain a sense of community, diversity and individuality by preserving cultural resources*.[23] The proposed amendment does not impact the Culture Resources vision of the Comprehensive Plan since the Property is proposed to be added to and become a part of an existing PUD and all cultural resource matters were addressed prior to and as a requirement of the approval and adoption by the Town of the Buckwalter PUD.

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[19] See Comprehensive Plan, Map 8.3, Future Land Use map attached hereto as **Exhibit I** and made a part hereof.

[20] See Chapter 2, Page 2-1, December 9, 2014 Comprehensive Plan.

[21] See Section 2.1 Population Needs and Goals Chart, Page 2-6, December 9, 2014 Comprehensive Plan.

[22] See Section 2.3 Population Projections Chart, Page 2-14, December 9, 2014 Comprehensive Plan.

[23] See Chapter 3, Page 3-1, December 9, 2014 Comprehensive Plan.

c. Natural Resources Vision. *The Natural Resources Vison of the Comprehensive Plan instructs the Town to inventory and protect critical resources in a manner which sustains the vitality, function, and beauty of Bluffton's natural heritage*.[24] The Applicant is seeking to amend the Official Zoning Map to authorize use of the Property for General Commercial uses as a part of an existing PUD. The Applicant's proposed amendment seeks to add land to be developed in conjunction with adjacent land which adjacent land is already a part of the Buckwalter PUD, is already designated for General Commercial use and will support a well-planned and developed site which shall be in conformance with the design standards of the Town and the Buckwalter PUD. The annexation of the Property and zoning as General Commercial creates an economically viable opportunity for an existing undeveloped site that does not currently have storm water management facilities. Accordingly, the Application is consistent with the Natural Resources vison of the Comprehensive Plan.

d. Housing Vision. *The Housing Vision of the Comprehensive Plan seeks to ensure that every resident has decent, safe and affordable housing*.[25] The Applicant's proposed Zoning Map Amendment supports the Housing Vision as approval provides the opportunity for the Applicant to proceed with the Project which will provide additional and convenient retail opportunities for residents in the Town and County. The construction of the proposed facility, while not in itself housing, supports the vision overall by serving to attract new residents and business by making available quality and convenient retail opportunities in the Town for residents and guests, and therefore is consistent with the Housing Vision of the Comprehensive Plan.

e. Economic Development Vision. *The Economic Development Vision of the Comprehensive Plan instructs the Town to strive to create a vital, diverse and sustainable local economy that enhances Bluffton's community resources: human, natural and economic*.[26] The Economic Development Vision of the Comprehensive Plan recognizes the need to ensure a balanced local economy through revisions to zoning and land use regulations.[27] The Applicant's proposed additional use category provides the opportunity for an economically viable development of land in the Buckwalter PUD together with the Property after annexation and use on the Property by a successful regional owner and operator of fuel and convenience stores. The Applicant's proposed Zoning Map Amendment provides residents and guests of the Town and the greater Bluffton area with expanded retail opportunities and serves the goals set forth in the Economic Development Vision by facilitating the opportunity for development of a successful business enterprise with employment opportunities for skilled and unskilled workers.[28] All of which serve to

[24] See Chapter 4, Page 4-1, December 9, 2014 Comprehensive Plan.

[25] See Chapter 5, Page 5-1, December 9, 2014 Comprehensive Plan.

[26] See Chapter 6, Page 6-1, December 9, 2014 Comprehensive Plan.

[27] See Section 6.3 Local Economy, Page 6-9, December 9, 2014 Comprehensive Plan.

[28] See Section 6.6, Economic Development and Diversification Needs and Goals Chart, Page 6-23, December 9, 2014 Comprehensive Plan.

enhance the Town's human, natural and economic resources and contributes to a stable tax base. Accordingly, the proposed additional use category is consistent with the Economic Development Vision of the Comprehensive Plan.

f. Community Facilities Vision. *The Community Facilities Vision of the Comprehensive Plan encourages the Town to provide efficient and reliable facilities and services for the residents and visitors of the Town of Bluffton and to meet level of service standards to ensure a high quality of life.*[29] The approval of this Application supports the Community Facilities Vision as facilitates the opportunity for development of a successful business enterprise with employment opportunities for skilled and unskilled workers which serve to enhance the Town's human, natural and economic resources and contributes to a stable tax base. It is that tax revenue that provides the opportunities for the Town to provide the efficient and reliable facilities contemplated in the Community Facilities Vision of the Comprehensive Plan. Additionally, the proposed Project will be in an existing PUD and the infrastructure including roadways, sanitary sewer, solid waste, drainage, potable water, electricity, telephone and cable, is already in place or will be installed or constructed as a part of the Project. The Applicant's proposed Zoning Map Amendment supports and is consistent with the Community Facilities Vision of the Comprehensive Plan, as it adds the opportunity for expanded retail services to residents and visitors of the Town without adding additional unplanned burdens on these community facilities.

g. Land Use Vision. *The Land Use Vision of the Comprehensive Plan encourages the Town to plan for a balance of land uses that ensure a high quality of life, business opportunity, environmentally protected areas and proposed placement of residential uses*.[30] The Property is proposed to be annexed into the Town as a part of the Buckwalter PUD. The Land Use Vision of the Comprehensive Plan identifies PUD's as a useful planning tool which have been used extensively in the greater Bluffton area to create high quality and unique master planned developments.[31] The Applicant's Project enhances a development opportunity in an existing PUD by providing additional land for the Project which includes the development of the Robertson Site, which is already in the Town and a part of the Buckwalter PUD. The Applicant's proposed use for the Property is supported by the existing infrastructure and does not adversely impact or create unplanned burdens on the natural environment or existing infrastructure, and is consistent with the Land Use Vision of the Comprehensive Plan.[32]

h. Transportation Vision. *The Transportation Vision of the Comprehensive Plan seeks to plan an efficient, adequate and safe transportation network*

[29] See Chapter 7, Page 7-1, December 9, 2014 Comprehensive Plan.

[30] See Chapter 8, Page 8-1, December 9, 2014 Comprehensive Plan.

[31] See Section 8.3 Zoning and Regulations, Page 8-24, December 9, 2014 Comprehensive Plan

[32] See Land Use Table, Goals and Implementation Steps, Page 8-22, Section 8.2.

for all users, including motorists, cyclists and pedestrians.[33] The Applicant's proposed use is consistent with and supports the Transportation Vision of the Comprehensive Plan. The Project does provide for additional access points to the Buckwalter Parkway and Lake Point Drive with appropriate turn lane improvements as detailed in the Master Plan attached hereto as **Exhibit O**. The additional use category proposed by the Applicant has no negative impact on the Town's transportation system, and is consistent with the Transportation Vision of the Comprehensive Plan.

i. Priority Investment Act Vision. *The Priority Investment Act Vision of the Comprehensive Plan encourages the shared commitment with neighboring jurisdictions and agencies to work together to plan and construct the public infrastructure needed by the residents of Bluffton and Beaufort County*.[34] The adoption of an Official Map is identified as a tool to implement the Comprehensive Plan by identifying property for future rights of way and other public uses and restricting the development on such property once such areas are identified.[35] The Property is located at the intersection of the Buckwalter Parkway and Lake Point Drive and the Project proposes connections with public rights of way to be permitted and constructed by the Applicant. Accordingly, the Applicant's proposed Zoning Map Amendment does not negatively implicate the Priority Investment Act Vision of 2007 and is therefore consistent with the Comprehensive Plan.

2. **Capability of the site's physical, geological, hydrological and other environmental features to support the breadth and intensity of uses that could be developed in the proposed zoning district**. The proposed annexation and Zoning Map Amendment adds the property to the Buckwalter PUD and authorizes 1.076 acres of General Commercial development rights to be used to construct a fuel station and convenience store. The physical, geological, hydrological and other environmental features of the Buckwalter PUD have already been reviewed, planned, designed and approved for a variety of uses including commercial uses set forth in the UDO. It is submitted that the additional 1.076 acres of General Commercial development rights to the Buckwalter PUD for the Project is a minimal addition and will not overburden nor negatively impact the physical, hydrological or other environmental features of the Property.

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

a. Compatibility with surrounding uses and zoning districts – location. The Property is adjacent to the Robertson Site which is located in the Buckwalter PUD and designated with General Commercial development

[33] See Chapter 9, December 9, 2014 Comprehensive Plan, Page 9-1.

[34] See Chapter 10, December 9, 2014 Comprehensive Plan, Page 10-1.

[35] See Section 10.2 Official Map, December 9, 2014 Comprehensive Plan, Page 10-5.

rights and uses only. The Project proposes the development of the Property together with the Robertson Site as a fuel station and convenience store which are allowed uses under the General Commercial classification in the Buckwalter PUD and therefore is compatible with surrounding uses and zoning districts. Further, the Property located on the west side of the Buckwalter Parkway and property within the Town on the east side of Buckwalter Parkway in the location of the Property are zoned for commercial, civic and institutional uses and a fuel station and convenience store is currently located and operating on the east side of the Buckwalter Parkway in the area of the Property. Accordingly, the Applicant submits that the Zoning Map Amendment is compatible with surrounding uses and zoning districts.

b. Compatibility with surrounding uses and zoning districts – impacts on the environment. The Property is located on the west side of the Buckwalter Parkway and property within the Town on the east side of Buckwalter Parkway in the location of the Property are zoned for commercial, civic and institutional uses and a fuel station and convenience store is currently located and operating on the east side of the Buckwalter Parkway in the area of the Property. The annexation and Zoning Map Amendment will allow the development of the Robertson Site and the Property in a manner for which it is designated in the Buckwalter PUD and the impacts on natural resources and the existing natural environment are already approved. Accordingly, the Applicant submits that the Zoning Map Amendment essentially will not result in new or unplanned impacts to the natural resources and existing natural environment of the surrounding uses or zoning districts.

c. Compatibility with surrounding uses and zoning districts – noise. The annexation and Zoning Map Amendment will allow the development of the Robertson Site and the Property in a manner for which it is designated in the Buckwalter PUD. The Applicant submits that the Zoning Map Amendment will not result in new or unplanned noise impacts or create the type or level of noise beyond that created by the uses currently allowed in the Buckwalter PUD.

d. Compatibility with surrounding uses and zoning districts – density. The annexation and Zoning Map Amendment will allow the development of the Robertson Site and the Property in a manner for which it is designated in the Buckwalter PUD. The addition of 1.076 acres of General Commercial development rights is a modest increase in the density approved for the Buckwalter PUD.

e. Compatibility with surrounding uses and zoning districts – nature of use. The Project proposes the development of the Property together with the Robertson Site as a fuel station and convenience store which are allowed uses under the General Commercial classification in the Buckwalter PUD and therefore is compatible with surrounding uses and zoning districts.

f. Compatibility with surrounding uses and zoning districts – traffic impacts. Reference is made to Traffic Impact Analysis submitted with and a part of this Application.

g. Compatibility with surrounding uses and zoning districts – aesthetics. The Buckwalter PUD is governed by restrictive land use covenants that provide for architectural review to maintain appropriate architectural design and standards within the PUD. In addition, the applicant will be subject to the design standards of the UDO.

h. Compatibility with surrounding uses and zoning districts – ability to develop adjacent properties under existing zoning. The Zoning Map Amendment and development of the Property as proposed has no adverse impact on the development of adjacent properties as they may continue to be developed as provided in applicable ordinances and or master plans.

i. Compatibility with surrounding uses and zoning districts – potential influence on property values. The approval of this Application provides the opportunity for the Project. The Project provides for a convenient, clean, accessible retail convenience store and fuel station which likely will have little or no influence or impact on property values in the Buckwalter PUD and or surrounding properties.

4. **Capacity of public infrastructure and services to sufficiently accommodate all potential uses allowed in the proposed district**. Compatibility of public infrastructure and services to sufficiently accommodate all potential uses allowed in the proposed district without compromising the public health, safety and welfare of the Town. The Property has nearly direct access to Buckwalter Parkway a principal arterial with excellent connections to U.S. Highway 278, the Bluffton Parkway, South Carolina Highway 46 and beyond. The Property has all necessary and readily available utilities and storm water drainage facilities that are suitable for the proposed use.[36] Accordingly, there is no adverse impact on the public facilities and services contemplated to serve the Buckwalter PUD.

5. **Public need for the potential uses permitted in the requested zoning district**. The Applicant is an experienced and successful fuel station and convenience store developer and operator in the coastal South Carolina and Georgia region. The Applicant submits that its selection of the Property and the Robertson Site is evidence that Project will serve a public need.

III. AMENDMENT TO DEVELOPMENT AGREEMENT AND CONCEPT PLAN

A. **Applicability**. Adjacent to the Property is the Robertson Site which is zoned Buckwalter PUD and therefore contiguous to the Town. Section 3.9 of the UDO requires that "if any of the property subject to a PUD Master Plan application is not zoned PUD at the time of submittal, the application shall be submitted concurrently with a Zoning Map Amendment application requesting approval of a PUD Zoning for the subject property." This Application requests an amendment to the Buckwalter Commons Master Plan by amending the Development Agreement and Concept Plan for Buckwalter Tract (the "**Amendments**") by adding the Property to the Concept Plan, Master Plan and to the PUD. The Applicant

[36] See applicable utility intent to serve letters attached hereto as **Exhibit M** and made a part hereof.

submits that it is appropriate to zone the Property Buckwalter PUD and assign the Property the uses and density of the Buckwalter PUD.

1. **Consistency with the Comprehensive Plan**.

a. Population Vision. *The Population Vision of the Comprehensive Plan acknowledges and accepts the Town's diverse population and strives to offer a high quality of life for all residents, visitors and workers.*[37] The proposed Concept Plan Amendment is consistent with the Population Vision as it provides additional retail services to support existing and future population of the Town.[38] Furthermore, it is consistent with and furthers efforts to fulfill the goal to prepare for the minimum two-fold increase growth of the Town's permanent residents with the addition of retail opportunities and services.[39] The proposed Concept Plan Amendment is therefore the Population Vision of the Comprehensive Plan.

b. Cultural Resources Vision. *The Cultural Resources Vision of the Comprehensive Plan instructs the Town to strive to maintain a sense of community, diversity and individuality by preserving cultural resources*.[40] The proposed amendment does not impact the Culture Resources vision of the Comprehensive Plan since the Property is proposed to be added to and become a part of an existing PUD and all cultural resource matters were addressed prior to and as a requirement of the approval and adoption by the Town of the Buckwalter PUD.

c. Natural Resources Vision. *The Natural Resources Vison of the Comprehensive Plan instructs the Town to inventory and protect critical resources in a manner which sustains the vitality, function, and beauty of Bluffton's natural heritage*.[41] The Applicant is seeking to amend the Concept Plan to authorize use of the Property for General Commercial uses as part of an existing PUD. The Applicant's proposed amendment seeks to add land to be developed in conjunction with adjacent land which adjacent land is already a part of Buckwalter PUD, is already designated for General Commercial use and will support a well-planned and developed site which shall be in conformance with the design standards of the Town and the Buckwalter PUD. The annexation of the Property and zoning as General Commercial creates an economically viable opportunity for an existing undeveloped site that does not currently have storm water management facilities. Accordingly, the Application is constant with the Natural Resources vision of the Comprehensive Plan.

d. Housing Vision. *The Housing Vision of the Comprehensive Plan seeks to ensure that every resident has decent, safe and affordable housing.*[42] The Applicant's proposed Concept Plan Amendment supports the Housing Vision approval provides the opportunity for the Applicant to proceed with

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[37] See Chapter 2, Page 2-1, December 9, 2014 Comprehensive Plan.
38 See Section 2.1, Population Needs and Goals Chart, Page 2-6, December 9, 2014 Comprehensive Plan.
39 See Section 2.3 Population Projections Chart, Page 2-14, December 9, 2014 Comprehensive Plan.
[40] See Chapter 3, Page 3-1, December 9, 2014 Comprehensive Plan.
[41] See Chapter 4, Page 4-1, December 9, 2014 Comprehensive Plan.
[42] See Chapter 5, Page 5-1, December 9, 2014 Comprehensive Plan.

the Project which will provide additional and convenient retail opportunities for residents in the Town and County. The construction of the proposed facility, while not itself housing, supports the vision overall by serving to attract new residents and business by making available quality retail opportunities in the Town for residents and guests, and therefore is consistent with the Housing Vision of the Comprehensive Plan.

e. Economic Development Vision. *The Economic Development Vision of the Comprehensive Plan instructs the Town to strive to create a vital, diverse and sustainable local economy that enhances Bluffton's community resources: human, natural and economic*.[43] The Economic Development Vision of the Comprehensive Plan recognizes the need to ensure a balanced local economy through revisions to zoning and land use regulations.[44] The Applicant's proposed Concept Plan Amendment provides the opportunity for an economically viable development of land in the Buckwalter PUD together with the Property after annexation and use on the Property by a successful regional owner and operator of fuel and convenience stores. The proposed Concept Plan amendment provides residents and guests of the Town and the greater Bluffton area with expanded retail opportunities and serves the goals set forth in the Economic Development Vision by facilitating the opportunity for development of a successful business enterprise with employment opportunities for skilled and unskilled workers. All of which serve to enhance the Town's human, natural and economic resources and contributes to a stable tax base. Accordingly, the proposed additional use category is consistent with the Economic Development Vision of the Comprehensive Plan.

f. Community Facilities Vision. *The Community Facilities Vision of the Comprehensive Plan encourages the Town to provide efficient and reliable facilities and services for the residents and visitors of the Town of Bluffton and to meet level of service standards to ensure a high quality of life*.[45] The approval of this Application supports the Community Facilities Vision as it facilitates the opportunity for development of a successful business enterprise with employment opportunities for skilled and unskilled workers which serve to enhance the Town's human, natural and economic resources and contributes to a stable tax base. It is that tax revenue that provides the opportunities for the Town to provide the efficient and reliable facilities contemplated in the Community Facilities Vision of the Comprehensive Plan. Additionally, the proposed Project will be in an existing PUD and the infrastructure including roadways, sanitary sewer, solid waste, drainage, potable water, electricity, telephone and cable, is already in place or will be installed or constructed as a part of the Project. The Applicant's proposed Concept Plan amendment supports and is consistent with the Community Facilities Vision of the Comprehensive Plan, as it adds the opportunity for expanded retail services to residents

[43] See Chapter 6, December 9, 2014 Comprehensive Plan, Page 6-1.

[44] See Section 6.3 Local Economy, December 9, 2014 Comprehensive Plan, Page 6-9.

[45] See Chapter 7, December 9, 2014 Comprehensive Plan, Page 2-1.

and visitors of the Town without adding additional unplanned burdens on these community facilities.

g. Land Use Vision. *The Land Use Vision of the Comprehensive Plan encourages the Town to plan for a balance of land uses that ensure a high quality of life, business opportunity, environmentally protected areas and proposed placement of residential uses.*[46] The Applicant's proposed Concept Plan Amendment enhances a development opportunity in an existing PUD by providing additional land for the Project which includes the development of the Robertson Site, which is already in the Town and a part of the Buckwalter PUD. The Applicant's proposed use for the Property is supported by the existing infrastructure and does not adversely impact or create unplanned burdens on the natural environment or existing infrastructure, and is consistent with the Land Use Vision of the Comprehensive Plan.

h. Transportation Vision. *The Transportation Vision of the Comprehensive Plan seeks to plan an efficient, adequate and safe transportation network for all users, including motorists, cyclists and pedestrians.*[47] The Applicant's proposed use is consistent with and supports the Transportation Vision of the Comprehensive Plan. The Project does provide for additional access points to the Buckwalter Parkway and Lake Point Drive with appropriate turn lane improvements as detailed in the Traffic Impact Analysis. The addition of the Property to the Buckwalter PUD will have no negative impact on the Town's transportation system, and is consistent with the Transportation Vision of the Comprehensive Plan.

i. Priority Investment Act Vision. *The Priority Investment Act Vision of the Comprehensive Plan encourages the shared commitment with neighboring jurisdictions and agencies to work together to plan and construct the public infrastructure needed by the residents of Bluffton and Beaufort County*.[48] The adoption of an Official Map is identified as a tool to implement the Comprehensive Plan by identifying property for future rights of way and other public uses and restricting the development on such property once such areas are identified.[49] The Property is located at the intersection of the Buckwalter Parkway and Lake Point Drive and the Project proposes connections with public rights of way to be permitted and constructed by the Applicant.. Accordingly, the Owner's proposed Concept Plan Amendment does not negatively implicate the Priority Investment Act Vision and is therefore consistent with the Comprehensive Plan.

2. **Consistency with the intent of the Planned Unit Development Zoning District**. Section 4.2.13 of the UDO describes the purpose of the PUD district as one to "achieve the objectives of the Town of Bluffton *Comprehensive Plan* and to allow

[46] See Chapter 8, December 9, 2014 Comprehensive Plan, Page 8-1.
[47] See Chapter 9, December 9, 2014 Comprehensive Plan, Page 9-1.
[48] See Chapter 10, December 9, 2014 Comprehensive Plan, Page 10-1.
[49] See Section 10.2 Official Map, December 9, 2014 Comprehensive Plan, Page 10-5.

flexibility in development than could otherwise be achieved through strict application of this Ordinance." The Applicant submits that the Amendments will achieve this flexibility and will result in achieving the purpose of the PUD which is to "improve[] design, character and quality of walkable mixed-use developments and preserve natural and scenic features of open spaces."[50]

a. Eligibility. The Applicant submits that the Amendments meets the required eligibility criteria as outlined below.

i. Preservation of Significant Natural and Historic Features. The Applicant submits that the addition of the Property to the Buckwalter PUD will not alter the Buckwalter PUD in such a way as to take away from the existing preservation and enhancement natural and historic features of the Buckwalter PUD.

ii. Preservation of Usable Open Space. The Applicant submits that the addition of the Property to the Buckwalter PUD will not alter the Buckwalter PUD in such a way as to take away from the existing preservation of usable open space.

iii. Incorporation of a Complementary Mixture of Uses. The Applicant submits that the inclusion of the Property in the Buckwalter PUD will complement the already existing mixture of uses as the Robertson Site is already designated as General Commercial development rights and Applicant desires to add the Property to the Buckwalter PUD with General Commercial development rights.

iv. Inclusion of Creative Design of as Nonconforming Site. The Applicant submits that the Property is in conformance with the Ordinance and the inclusion of the Property in the Buckwalter PUD will maintain compliance with the Ordinance.

v. Economic Development. The Applicant submits that the inclusion of the Property in the Buckwalter PUD will provide economic development consistent with the Comprehensive Plan as outlined in Section II.B.e of this Application.

3. **Public Services**. The Applicant submits that the inclusion of the Property in the Buckwalter PUD will not impact the Buckwalter PUD's ability to be served by adequate public services. In fact, the inclusion of the Property will add to the public services offered through the addition of a fueling station and convenience store.

4. **Allowed Uses**. The Applicant submits that the land uses proposed on the Property are consistent with the uses established in Section 4.3 of the UDO.

5. **Affordable Housing**. The Applicant submits that the addition of the Property to the Buckwalter PUD will not diminish the existing affordable and workforce housing located within the Buckwalter PUD.

[50] See Section 4.2.13, Planned Unit Development, Town of Bluffton Unified Development Ordinance

6. **Dimensional Requirements**. The Applicant submits that inclusion of the Property in the Buckwalter PUD will not cause deviations from the current standards for dimensional requirements.

B. **Consistency with Development Agreement and Concept Plan**. The proposed Concept Plan Amendment is consistent with the Development Agreement and Concept Plan for Buckwalter PUD. The Town and Branigar Organization, Inc. executed and approved a Development Agreement ("Development Agreement"), dated April 19, 2000, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1288 at Page 1, which Development Agreement, as amended, governs the use and development of the Buckwalter Tract. Concurrently with the execution of the Development Agreement, the Town of Bluffton annexed Buckwalter Tract into the Town boundaries and granted Concept Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and Concept Plan for Buckwalter Tract, adopted April 19, 2000. Subsequent to the execution and approval of the original Development Agreement and Concept Plan, the Town Approved eleven (11) Amendments to the Buckwalter Development Agreement and Concept Plan. The Applicant submits that the annexation of the Property into the Buckwalter PUD is consistent with the Development Agreement and Concept Plan for Buckwalter PUD and therefore submits an amendment to Development Agreement and Concept Plan Buckwalter Tract attached in **Exhibit P**.

1. Compatibility of Proposed Land Uses, Densities, Traffic Circulation, Environmental Features and Design with Adjacent Land Uses as well as Character of Surrounding Area.

a. Land Uses. Adjacent to the Property is the Robertson Site which is zoned Buckwalter Buckwalter PUD and therefore contiguous to the Town. The commercial uses proposed are consistent with the uses already existing in the Buckwalter PUD and are derived from uses allowed in the Town under Section 4.3 of the UDO.

b. Density. The Property is adjacent to the Robertson Site which is already zoned with General Commercial development rights. The addition of 1.076 acres of General Commercial development rights is a modest increase in the density approved for Buckwalter PUD. The Applicant requests the addition of the Property to the Project with General Commercial development rights as already exists in Buckwalter PUD.

c. Traffic Circulation. The Project provides for additional access points to the Buckwalter Parkway and Lake Point Drive with appropriate turn lane improvements as detailed in the Traffic Impact Analysis. The addition of the Property to the Buckwalter PUD will have no negative impact to traffic circulation.

d. Environmental Features. The environmental features of the Buckwalter PUD have already been reviewed, planned, designed and approved for various uses including commercial. Accordingly, the Applicant submits that the Concept Plan Amendment will not result in any new or unplanned impacts to the natural resources and existing environmental features of the surrounding areas.

e. Character of Surrounding Areas. The proposed amendment does not impact the character of the surrounding areas as the Property is proposed

to be added to and become a part of an existing PUD and the character of the surrounding areas has been established with the requirements of the Buckwalter PUD.

2. Ability to be served by adequate public services. The Property has nearly direct access to Buckwalter Parkway a principal arterial with excellent connections to U.S. Highway 278, the Bluffton Parkway, South Carolina Highway 46 and beyond. The Property has all necessary and readily available utilities and storm water drainage facilities that are suitable for the proposed use.

3. Demonstration of innovative site planning techniques that improve upon the standards in other allowable Town of Bluffton zoning districts with the purpose of enhancing the Town of Bluffton's health, safety and welfare. The addition of the modest 1.076 acres into the Buckwalter PUD will not negatively impact the Town of Bluffton's health, safety and welfare.

4. Ability of the site to sufficiently accommodate the densities and land use intensities of the proposed development. The annexation of the Property will allow development of the Robertson Site and the Property in a manner for which it is designated in the Buckwalter PUD. The addition of the 1.076 acres of General Commercial development rights is a modest increase in the density approved for Buckwalter PUD.

5. Conformance with adopted or accepted plans, policies, and practices of the Town of Bluffton. For a discussion of compatibility with the Town of Bluffton Comprehensive Plan refer to Section III.A.1 of this Application.

6. Compliance with applicable requirements in the Application Manual. The Applicant submits that this Application is compliant with the applicable requirements of the Town's Applications Manual.

IV. AMENDMENT TO THE COMPREHENSIVE PLAN CRITERIA. There are two requested changes to the Comprehensive Plan Maps – the Future Annexation Area Map and the Future Land Use Map (sometimes herein collectively the "Maps"). Importantly, the Future Annexation Area Map does not include the Property as no future annexations are shown on the map north of U.S. 278 in the area of the Property. This makes sense as Property surrounded by residential planned communities which are classified as PUDs in the County Code. However, many of the commercial and mixed use areas north of the U.S. Highway 278 corridor are within municipal boundaries of the Town through prior annexations. Those areas, specifically Belfair Town Centre, are also surrounded by private planned residential communities. The change to the Future Annexation Area Map to include the Property is consistent with areas similarly situated and already annexed into the Town.

Similarly, the requested amendment to the Future Land Use Map of the Comprehensive Plan is an appropriate amendment as it is reflective of other annexations and development of the Town along the north side of U.S. 278 right-of-way.

A. **Consistency with the intent and overall policies of the Comprehensive Plan**.

The Application is consistent with the intent and policies of the Comprehensive Plan as it assists to ensure the Town remains a highly desirable community in which to live, work and visit. The annexation and rezoning contemplated in the Application enhances the quality of life in the community by providing additional retail opportunities and services as well as providing opportunity for new commercial development along the most heavily traveled transportation and commercial corridor in the Town which will provide a

diversified tax base to help support desired Town facilities and services while ensuring reasonable tax rates.

B. **Consistency with demographics changes, prevailing economic trends and/or newly recognized best planning practices that would deem the proposed amendment necessary and proper for the advancement of the Town of Bluffton's goals**.

The Application is consistent with the Comprehensive Plan's desire to remain consistent with demographic changes. The Town population continues to grow and the Application provides additional retail opportunities and services that will provide employment opportunities for skilled and unskilled workers which will serve the Town's growing and expanding demographics changes.

C. **If applicable, the ability of public infrastructure and services to sufficiently accommodate the requested amendment to the Comprehensive Plan**.

No changes to public infrastructure or services are requested or required to accommodate the amendment.

D. **Appropriate and efficient use of public funds, the future growth, development and redevelopment of its area of jurisdiction and consideration of the fiscal impact on property owners**.

The proposed amendments to the Maps represents appropriate and efficient use of the public funds as they bring in property in an area which requires no new infrastructure and little expenditure of public funds beyond police and administrative services. The area of the Property which will be developed for commercial uses will generate revenue for the Town helping to achieve the Comprehensive Plan purpose of creating a stable and fair tax base. The Map amendments do not create negatively fiscal impacts on surrounding property owners as the uses contemplated for the Property already exist in the Buckwalter PUD and future commercial development is consistent with other similar situated developments in the area of the Property.

E. **Enhancement of the health, safety, and welfare of the Town of Bluffton**.

The proposed Map amendments enhance the health, safety and welfare of the Town by providing additional fueling resources but otherwise will have not negative impact on the Town's health, safety, and welfare.

F. **Consistency with applicable South Carolina Planning law and consideration of case law**.

The proposed Map amendments are consistent with the South Carolina Local Government Comprehensive Planning Enabling Act of 1994[51] and are not contrary to applicable common law.

G. **Compliance with applicable requirements in the Applications Manual**.

The Applicant submits that this Application is compliant with the applicable requirements of the Town's Applications Manual.

[51] Section 6-29-310 et. Seq. South Carolina Code of Laws.

V. AMENDMENT TO THE BUCKWALTER COMMONS MASTER PLAN FOR THE ROBERTSON SITE.

The Applicant has been informed by Town Staff that the Robertson Site, although incorporated into the Buckwalter Commons Land Use Planning Tract with the First Amendment to the Development Agreement and Concept Plan for the Buckwalter Tract, is not currently a part of the Buckwalter Commons Master Plan. The Applicant therefore also requests Master Plan approval for the Robertson Site together with the Property. Pursuant to Section 3.9 of the UDO, Applicant submits together with this Application a PUD Master Plan Application for the Robertson Site attached hereto as **Exhibit O** and made a part hereof. Applicant also submits a revised Concept Master Plan for Buckwalter Planned Unit Development, prepared by Thomas & Hutton Engineering Co. attached as **Exhibit Q.**

CONCLUSION. The Applicant believes the foregoing narrative and analysis demonstrates that this Application is in conformance with the Town's Comprehensive Plan, and meets the criteria set forth in Section 3.4.3 of the UDO. Accordingly, the Applicant respectfully requests that the Planning Commission and Town Council:

B. Review this Application and the supporting documentation and any testimony which will be entered into the record.

C. Find the following:

1. That this Application and the supporting testimony and documentation establish that the requested zoning map / text amendment is consistent with the Town's Comprehensive Plan.
2. That this Application and the supporting testimony and documentation establish the physical, geographical, hydrological and other environmental features of the Property support the breadth and intensity of the uses available in the proposed additional use category.
3. That this Application and the supporting testimony and documentation establish that the uses available in the proposed additional use category for the Property are compatible with surrounding uses and zoning districts in terms of suitability of location, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, ability to develop adjacent properties under existing zoning and the potential influence on property values.
4. That this Application and the supporting testimony and documentation establish that the public infrastructure and services are available and capable of sufficiently accommodating the uses available in the proposed additional use category without compromising the public health, safety and welfare of the Town.
5. That this Application and the supporting testimony and documentation establish that the there is a public need in the zoning district and the Town for the use proposed by the Application.
6. That this Application and the supporting testimony and documentation are in compliance with the applicable requirements in the Applications Manual.
7. Recommend approval of this Application and the rezoning of the Property to General Commercial with 1.076 acres of General Commercial development rights.

8. Recommend approval of the Master Plan Application for the Robertson Site.

Respectfully submitted on behalf of the Applicant this 24th day of February, 2020.

BURR & FORMAN LLP

Walter J. Nester, III

List of Exhibits	
Exhibit	**Title**
A	South Carolina Secretary of State Business Filings Reports – Enmark Stations, Inc.
B	South Carolina Secretary of State Business Filings Report – Grande Oaks, LLC
C	Boundary Plat
D	Deed – Book 1631 at Page 1642
E	Wetland Survey
F	Deed – Book 3093 at Pages 104-114
G	Beaufort County Zoning Administrator Zoning Verification Letter dated March 20, 2018
H	Future Annexation Area Map (Map 8.1) of the Comprehensive Plan
I	Comprehensive Plan (Map 8.3)
J	Petition for Annexation
K	Owner Authorization Letter
L	Tenth Amendment
M	Current Utility Service Providers
N	Resolution of Beaufort County Council
O	Master Plan
P	Proposed Amendment to Development Agreement and Concept Plan Buckwalter Tract
Q	Concept Master Plan for Buckwalter Planned Unit Development

<u>Exhibit P</u>
to Supplement
Proposed Amendment to Development Agreement
and Concept Plan Buckwalter Tract
(please see attached)

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

ENMARK STATIONS, INC.

Corporate Information

Entity Type: Corporation

Status: Good Standing

Domestic/Foreign: Foreign

Incorporated State: Georgia

Important Dates

Effective Date: 01/13/1972

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: PARACORP INCORPORATED

Address: 2 OFFICE PARK CT STE 103
COLUMBIA, To Be Decided 29223

Official Documents On File

Filing Type	Filing Date
Change of Agent or Office	02/25/2014
Amendment	03/08/1990
Change of Agent or Office	11/16/1987
Amendment	01/13/1972
Incorporation	01/13/1972

Former Names

Name	Filing Date
INTERSTATE STATIONS, INC.	N/A

For filing questions please contact us at **803-734-2158**

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<u>Exhibit B</u>
to Supplement
South Carolina Secretary of State
Business Filings Report
Grande Oaks, LLC

(please see attached)

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

GRANDE OAKS, LLC

Corporate Information

Entity Type: Limited Liability Company

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 03/13/1996

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: LUELLEN N ROBERTSON

Address: 83 MAY RIVER POINT
BLUFFTON, South Carolina 29910

Official Documents On File

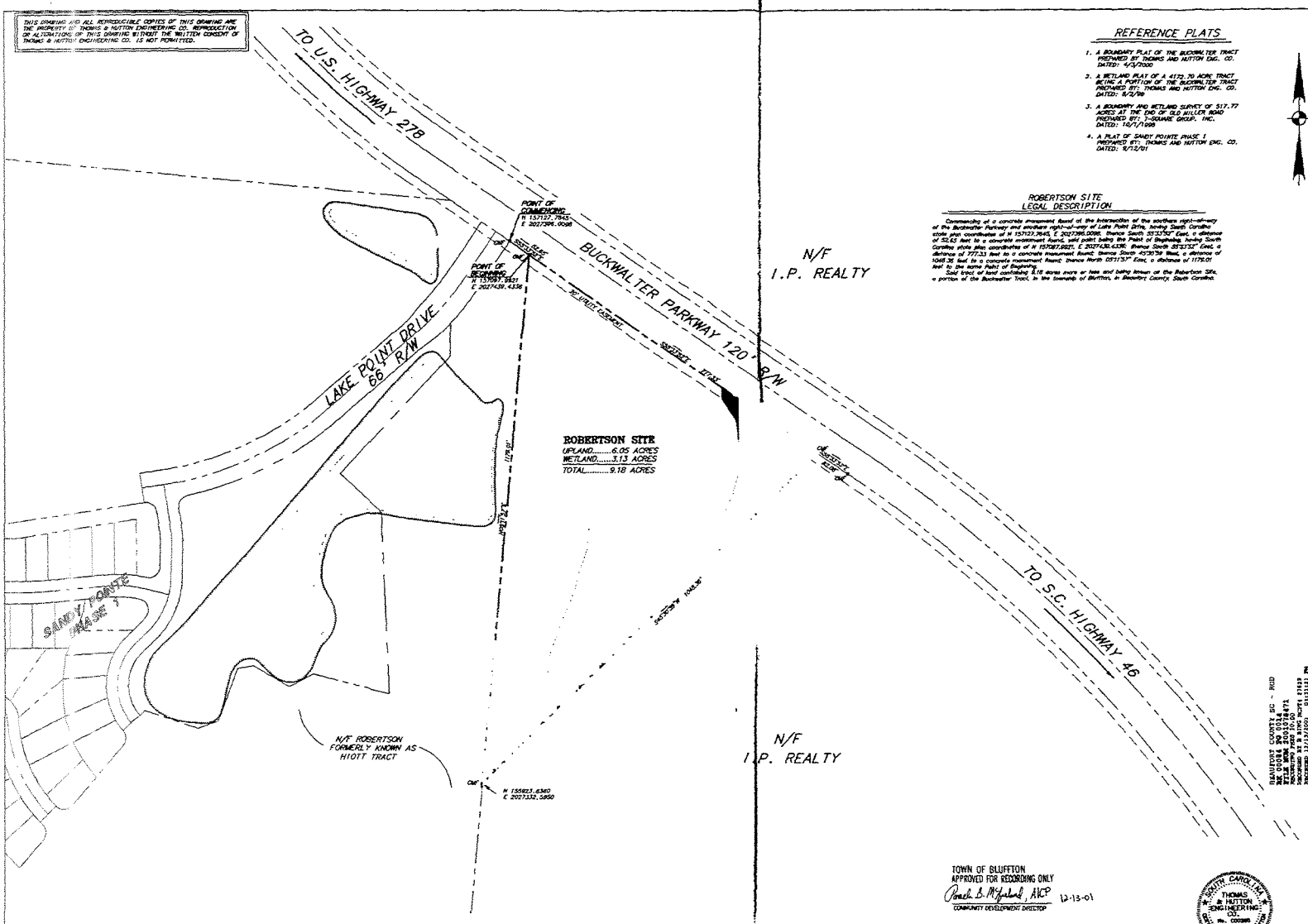
Filing Type	Filing Date
Amendment	01/20/2015
LLC Annual Reports	10/01/2003
LLC Annual Reports	08/01/2002
Amendment	07/23/2001
Change of Agent or Office	03/02/1999
Organization	03/13/1996

For filing questions please contact us at 803-734-2158

Copyright © 2020 State of South Carolina

<u>Exhibit C</u>
to Supplement
Boundary Plat
(please see attached)

THIS DRAWING AND ALL REPRODUCIBLE COPIES OF THIS DRAWING ARE THE PROPERTY OF THOMAS & HUTTON ENGINEERING CO. REPRODUCTION OR ALTERATIONS OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF THOMAS & HUTTON ENGINEERING CO. IS NOT PERMITTED.



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

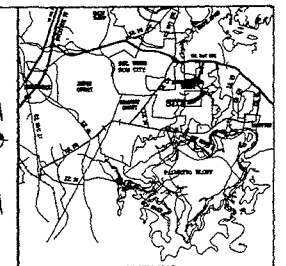
REFERENCE PLATS

1. A BOUNDARY PLAT OF THE BUCKWALTER TRACT PREPARED BY THOMAS AND HUTTON ENG. CO. DATED: 4/3/2000
2. A WETLAND PLAT OF A 4172.70 ACRE TRACT BEING A PORTION OF THE BUCKWALTER TRACT PREPARED BY: THOMAS AND HUTTON ENG. CO. DATED: 8/2/99
3. A BOUNDARY AND WETLAND SURVEY OF 517.77 ACRES AT THE END OF OLD MILLER ROAD PREPARED BY: T-SQUARE GROUP, INC. DATED: 10/1/1999
4. A PLAT OF SANDY POINTE PHASE I PREPARED BY: THOMAS AND HUTTON ENG. CO. DATED: 9/12/01

ROBERTSON SITE LEGAL DESCRIPTION

Commencing at a concrete monument found at the intersection of the northern right-of-way of the Buckwalter Parkway and another right-of-way of Lake Point Drive, having South Carolina state plane coordinates of N 157127.7945, E 2027399.0088, thence South 55°33'52" East, a distance of 55.52 feet to a concrete monument found, said point being the Point of Beginning, having South Carolina state plane coordinates of N 157087.9927, E 2027430.4396, thence South 55°33'52" East, a distance of 777.33 feet to a concrete monument found, thence South 45°30'59" West, a distance of 1048.36 feet to a concrete monument found, thence North 05°13'37" East, a distance of 1176.01 feet to the same Point of Beginning.

Said tract of land containing 9.18 acres more or less and being known as the Robertson Site, a portion of the Buckwalter Tract, in the township of Bluffton, in Beaufort County, South Carolina.



VICINITY MAP
NOT TO SCALE

NOTES:

1. FIELD EQUIPMENT: SOKKIA SET4, SDR 33
2. PLAT ERROR OF CLOSURE 1 5:1/1MM.
3. FIELD ERROR OF CLOSURE 15: 1/28,000
4. ANGULAR ERROR OF CLOSURE 15 0.5" PER ANGLE POINT
5. ALL COORDINATES BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83
6. THE PROPERTY IDENTIFICATION NUMBER IS R600-029-000-0001-0000 FOR THIS TRACT

FLOOD NOTE:

ACCORDING TO F.I.R.M. NO. 450025 PANEL NO. 85 D, 85 G,& 90 D MAP REVISION SEPTEMBER 29,1986. A PORTION OF THIS TRACT FALLS OUTSIDE THE 100 YEAR FLOOD HAZARD AREA IN ZONE C

LEGEND

- = COMPOSITE ADJOINER #
- = TAX MAP PARCEL LINES
- = EXISTING DIRT ROADS (APPROX.)
- = DRAINAGE DITCHES EXISTING OR DUG BY PERMIT
- = EASEMENTS
- C.M.S. = 3"x 3"x 24" CONCRETE MONUMENT SET
- I.P.S. = 3/4" x 24" IRON PIPE SET
- I.P.F. = 3/4" IRON PIPE FOUND
- R/W CMF = 4"x 4" RIGHT-OF-WAY CONCRETE MONUMENT FOUND
- UC CMF = UNION CMP. CORP. CONCRETE MONUMENT FOUND
- = WETLAND

TOWN OF BLUFFTON
APPROVED FOR RECORDING ONLY
Patrick B. Wilfinland, AICP 12-13-01
COMMUNITY DEVELOPMENT DIRECTOR

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND 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 HEREON. ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN."

TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL BEARINGS, MEASUREMENTS OF COURSES AND DISTANCES, AND MONUMENT LOCATIONS HAVE BEEN PROVEN BY LAND SURVEY.

TO THE BEST OF MY KNOWLEDGE AND BELIEF THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/20,000+ AS SHOWN HEREON AND THE AREA WAS DETERMINED BY THE COORDINATE METHOD OF AREA CALCULATION.

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO.
No. C00985
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
PROFESSIONAL LAND SURVEYOR
12/10/01
No. 11078
STATE OF SOUTH CAROLINA

BOYCE L. YOUNG
S.C. REG. LAND SURVEYOR L.L.C. NO. 8079

BEAUFORT COUNTY, SC - ROD
BK 00000 PG 0000
FILE NO. 2001078471
RECORDED 12/13/2001
RECORDED 12/13/2001 03:31:33 PM

A BOUNDARY PLAT OF

ROBERTSON SITE FORMERLY KNOWN AS A PORTION OF THE BUCKWALTER TRACT

TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR:

BRANIGAR
A company of INTERNATIONAL PAPER

PREPARED BY:

THOMAS & HUTTON ENGINEERING CO.

50 PARK OF COMMERCE WAY, P.O.BOX 8767
SAVANNAH, GEORGIA 31406 / TEL. (912) 234-5300
TH-SAVTHOMAS-HUTTON.COM

RECORDED IN BOOK ___ PAGE ___
DATE _____
CLERK OF COURT
IN RMC OFFICE OF
BEAUFORT COUNTY S.C.

SCALE	1" = 100'
FILE	J-14434
DATE	11/8/01
PARTY CHIEF	B.G.
DRAWN BY	Y.G.G.
APPROVED BY	B.L.Y.

SHEET 1 OF 1

<u>Exhibit D</u>
to Supplement
Deed – Book 1631 at Page 1642
(please see attached)

9/15 RW BJG 2855 288

RECORDED
2002 Sep -19 08:54 AM
Thomas O. Bennis
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 01631 PG 1642
FILE NUM 2002060232
RECORDING FEES 15.00
County Tax 122.10
State Tax 288.60
REC'D BY R WEBB RCPT# 77480
REC'D 09/13/2002 12:13:35 PM

This instrument was prepared by the legal department of:
International Paper Realty Corporation
3 Paragon Drive
Montvale, NJ 07645
201/307-4715

ADD DMP Record 9/18/2002 11:54:15 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	030	000	0441	0000	00

Tax Reference No: _____

**********AREA ABOVE THIS LINE RESERVED FOR RECORDING**********

STATE OF SOUTH CAROLINA)
) **TITLE TO REAL ESTATE**
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that **INTERNATIONAL PAPER REALTY CORPORATION**, a Delaware corporation registered to do business in the State of South Carolina, (the "Grantor"), for and in consideration, of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration, to it in hand paid at and before the sealing of these Presents by **GRANDE OAKS, LLC**, a South Carolina limited liability company, having an address at 83 May River Point, Bluffton, South Carolina 29910 ("Grantees"), the receipt whereof being hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said **GRANDE OAKS, LLC** its successors and assigns real property more particularly described in Exhibit A attached hereto and made a part hereof ("Premises"), subject to those matters set forth on Exhibit B attached hereto and made a part hereof.

The within described property being a portion of the same property conveyed to the Grantor herein by deed of SP Forests L.L.C, dated June 18, 2001 and recorded in the

Office of the Register of Deeds for Beaufort County in Official Record Book 1434 at Page 1052.

TO HAVE AND TO HOLD, subject to the above reservations all and singular the said Premises unto the said **GRANDE OAKS, LLC**, its successors and assigns, and the said **INTERNATIONAL PAPER REALTY CORPORATION**, hereby covenants unto the said **GRANDE OAKS, LLC**, its successors and assigns, that **INTERNATIONAL PAPER REALTY CORPORATION**, will forever warrant and defend all and singular the said Premises unto the said Grantees, as hereinabove provided, against itself, its successors and assigns, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof, by, through or under Grantor, but against no other.

IN WITNESS WHEREOF, INTERNATIONAL PAPER REALTY CORPORATION has caused these Presents to be executed in its name by L. H. Ronnie, Jr. its duly authorized President, and Colette J. Borell its Assistant Secretary and its corporate seal to be hereto affixed this 10th day of September, in the year of Two Thousand and Two.

Signed, Sealed and
Delivered in the Presence of:

Deborah D Stukes

Minnie L Green

INTERNATIONAL PAPER REALTY CORPORATION

By: L H Ronnie Jr

Its: President

Attest:

By: Colette J. Borell

Its: Assistant Secretary

STATE OF NEW JERSEY)
) **PROBATE**
COUNTY OF BERGEN)

PERSONALLY appeared before me Deborah S. Stives, who, on oath, says that s/he saw the within named International Paper Realty Corporation, by L. H. Ronnie, Jr., its President, sign the within Deed and Colette J. Borell, its Assistant Secretary, attest same, and deliver the within written Title to Real Estate; and that s/he with Minnie L. Green witnessed the execution thereof and saw the corporate seal affixed thereto.

Deborah S. Stives
(Witness)

SWORN to before me this
10th day of September 2002.

Johanna Curry
Notary Public for New Jersey
My Commission Expires: October 5, 2005

JOHANNA CURRY
Notary Public, State of New Jersey
My Commission Expires October 5, 2005

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT OF TRUE CONSIDERATION**
COUNTY OF BEAUFORT)

PERSONALLY appeared before me L. H. Ronnie, Jr. who, being first duly sworn, states that he is President of International Paper Realty Corporation, the Grantor in the within deed and that the true consideration for said conveyance is the sum of $111,000.00.

SWORN to before me this
10th day of September, 2002.

Johanna Curry
Notary Public

JOHANNA CURRY
Notary Public, State of New Jersey
My Commission Expires October 5, 2005

EXHIBIT A

ALL that certain piece, parcel, and tract of land, situate, lying and being within the Buckwalter Tract, Town of Bluffton, Beaufort County, South Carolina, said parcel containing 9.18 acres, consisting of 6.05 acres of uplands and 3.13 acres of wetlands, with said parcel more specifically shown and described on a plat thereof entitled "A Boundary Plat Of Robertson Site formerly known as a Portion of the Buckwalter Tract, said plat dated November 6, 2001 as prepared by Thomas & Hutton Engineering Co. with said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 84 at Page 14.

This being a portion of the same property conveyed to International Paper Realty Corporation by Deed of SP Forests L.L.C., said Deed dated June 18, 2001, and subsequently recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Record Book 1434 at Page 1052.

The within deed was prepared by Kathleen M. Willemin, Esq., in the office of International Paper Realty Corporation, 3 Paragon Drive, Montvale, New Jersey 07645.

610: 30: 441

EXHIBIT B

The following reservations, covenants and restrictions are covenants running with the land, enforceable by Grantor and its successors and assigns, against Grantee and its successors and assigns:

1. Standard Exceptions.

(i) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Premises;

(ii) Real estate taxes, water rates and other governmental charges, if any, subject to adjustment as herein provided;

(iii) Restrictions on Purchaser's ability to build upon or use the Premises imposed by any current or future development standards, building or zoning ordinances or any other law or regulation of any governmental authority;

(iv) Rights of parties in possession and any state of facts which an accurate survey or an inspection of the Premises would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;

(v) All outstanding easements, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants and all other rights in third parties of record or acquired through prescription or adverse possession;

(vi) All roll back taxes, if any, for any year and the current year's taxes, assessments and other charges of any kind or nature imposed upon or levied against or on account of the Premises by any governmental authority, which taxes, assessments and other charges are not yet due and payable but are liens on the Premises;

(vii) All claims of governmental authorities in and to any portion of the Premises lying in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters or any claims of riparian rights;

(vii) Any and all restrictions on use of the Premises due to environmental protection laws, including, without limitation, wetlands protection laws, rules, regulations and orders;

(ix) Other standard title exceptions in the State of South Carolina; and

(x) Any interests created by or limitations on use imposed by, the Federal Coastal Zone Management Act or other Federal law and regulations or by South Carolina Code Section 48-39-220, as amended, or any regulations promulgated pursuant to said such federal or state laws.

2. Grantee's Use and Development of Premises.

The following is a restrictive covenant, enforceable by Grantor and its successors and assigns against Grantee and its successors and assigns:

(a) Grantee's use and development of the Premises including the nature, size and location of improvements to be constructed on the Premises shall be in accordance with a Development Plan, to be prepared by Grantee at its sole expense, and approved by Grantor, and Grantee is prohibited from any development which is inconsistent with the approved Development Plan. Such Development must be consistent with the terms of (i) the Declaration of Covenants (as defined below), and (ii) the Development Agreement (as defined below) and the other terms and conditions described below:

(b) Grantor and the Town of Bluffton have entered into a "Development Agreement" with respect to the use and development of the Premises and other properties in the tract commonly known as the Buckwalter Tract. Grantee shall take title subject to the Development Agreement (including, but not limited to, Grantee being subject to any restrictions thereunder, and obligated to perform any affirmative obligations of Grantor thereunder as they affect the Premises), and Grantee's development and use of the Premises shall be subject to the terms thereof. Use of the property will be restricted to residential use only.

(c) The Premises and other properties located in the Buckwalter Tract shall be subject to the Buckwalter Tract Declaration of Covenants, to be established by Grantor. The Declaration of Covenants shall provide for the maintenance of commonly used areas in the Buckwalter Tract, such maintenance to be paid for through assessments paid by owners of properties in the Buckwalter Tract or their permitted assignees, on the basis of the number of DU's assigned to such owner and/or properties. The Declaration of Covenants shall be administered by the Buckwalter Tract Property Owners' Association, Inc. (the "Association"), whose members shall be owners of properties in the Buckwalter Tract or their permitted assignees. Grantee agrees that, at closing, it shall execute such documents as required by Grantor to confirm its agreement to the terms of the Declaration of Covenants, to subject the Premises to the Declaration of Covenants, and to become a member of the Association.

(d) Grantee understands and agrees as follows: (i) no lots in the Premises may front on the Buckwalter Parkway or any other exterior roadway; (ii) Grantee shall establish a planted on natural vegetative "screening" buffer of not less than one hundred (100) feet in width between any lot line and the right-of-way of the Buckwalter Parkway; (iii) Grantee will establish and maintain a natural or planted vegetative "screening" buffer of not less than fifty (50) feet in width along the common boundary of the Premises with any adjacent Property other than

Buckwalter Parkway; and (iv) Grantee agrees to establish inter-connections between the Premises and adjacent property owners as requested to do so by the Town of Bluffton and agrees to operate in good faith to facilitate such inter-connection.

AFFIDAVIT OF TRUE CONSIDERATION
AND
CLAIM FOR EXEMPTION FROM:
STATE RECORDING FEE - S.C. CODE SECTION 12-24-40;
APPLICABLE COUNTY & MUNICIPAL TRANSFER FEE ORDINANCES

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me 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 and the Town of Hilton Head Island, South Carolina:

GRANTOR: **International Paper Realty Corporation**

GRANTEE: **Grande Oaks, LLC**

GRANTEE MAILING ADDRESS: **83 May River Point**
Bluffton, SC 29910

DATE OF CONVEYANCE: 9/11/02

TRUE CONSIDERATION: **$111,000.00**

TAX DISTRICT/MAP/PARCEL NO. 600:029:001 (portion of)
(NOTE: This information must also appear on the Deed)

STATE RECORDING FEE EXEMPTION (if applicable): This transfer is exempt from the statutory Recording Fee required by the State of South Carolina in accordance with Section 12-24-40, subparagraph ____.

TRANSFER FEE EXEMPTION (if applicable): This transfer is exempt under Ordinance #90-26 of Town of Hilton Head, subparagraph ____.

Signed: _____
WALTER J. NESTOR III
(Printed Name)

Sworn to and subscribed before me
this 12th day of September, 2002.

Patricia Pasick
Notary Public for SC

My Commission Expires: 10/27/2009

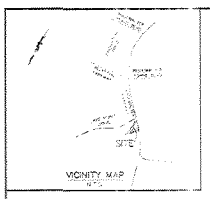
****

RMC OFFICE USE ONLY

State Stamps Collected: $_____ Recording Date:_____

Transfer Fees Collected: $_____ Book: _____ Page:_____

<u>Exhibit E</u>
to Supplement
Wetland Survey
(please see attached)



LEGEND:

CMP	CORRUGATED METAL PIPE
F.I.P.	IRON PIPE FOUND
F.I.R.W.	IRON PIPE REBAR WITH CAP
AC	ACRE
R.L.	RADIUS LENGTH
S.S.	SANITARY SEWER
W.M.	WATER METER
P.O.B.	POINT OF BEGINNING
GRW	GRANDE OAKS WATERWAY
P.O.C.	POINT OF COMMENCEMENT
100 YR	100 YEAR FLOOD LINE
W.L.W.	WETLAND LINE

REFERENCE PLATS:

1) A BOUNDARY PLAT OF INVESTIGATION FOR FORMERLY KNOWN AS A PORTION OF THE SOUTH CAROLINA TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA, DATED 12/05/2007, REVISED 1 YOUNG SCHOOL RD TRUST, RECORDED IN THE DMCR ON 04 DATE 07 2008.

2) APPROXIMATE WETLANDS LOCATION EXAMPLE FOR PROPERTY LOCATED ON THE SOUTH SIDE OF BUCKWALTER PARKWAY, BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA. SHOWN ON WETLANDS LEVEL (UP TO ALL AREA)

NOTES:

1) THE WORK SHOWN HERE IS THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. THE WORK SHOWN HERE WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND IS NOT OR EXCEEDS THE ACCURACY OF A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALL DISTANCES PROVIDED APPEARING ON PLAT ESTABLISHMENT ARE EXPRESSED OTHERWISE.

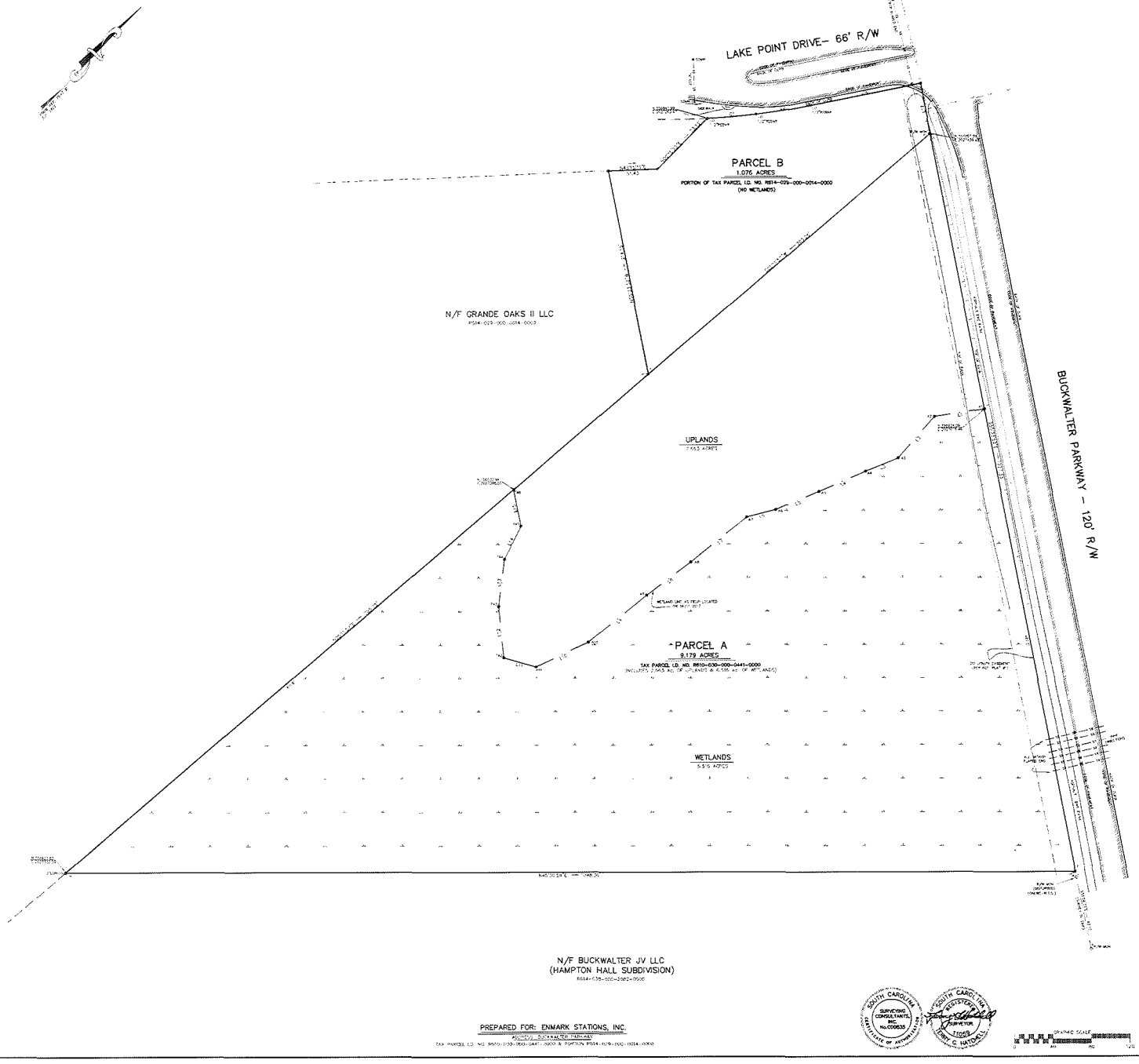
2) AS REFERENCE PLAT OF THE PROPERTY LOCATED ON THE SOUTH SIDE OF BUCKWALTER PARKWAY, BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA. THE PROPERTY IS LOCATED WITHIN THE FLOOD ZONE "AE" AS DETERMINED BY THE FLOOD INSURANCE RATE MAP (FIRM) FOR BEAUFORT COUNTY, SOUTH CAROLINA, MAP NUMBER 45013C0255E, EFFECTIVE DATE 09/29/2010.

3) BUILDING TO BUILDING SETBACKS FOR THE PROPERTY SHOWN ON THIS SURVEY HAS EXPLORED IN THE DEVELOPMENT DOCUMENTS & DESIGNED, SHOWN THROUGH THE REVIEW PROCESS APPROPRIATE AGENCIES. REVIEW POWER IS EXERCISED.

4) THE EASEMENTS DISTINCT SHOWN ARE FROM [illegible] OPERATIONS FROM MAPPING IN SOUTH CAROLINA [illegible] MAY OFTEN NOT BE VISIBLE. WORKS AND DEVELOPMENT SURVEYING CONSULTANTS DOES NOT REPRESENT THE EXACT LOCATION OF ANY UNDERGROUND UTILITY.

5) THE WETLANDS LINES SHOWN HERE ESTABLISHED BY SURVEYING CONSULTANTS DATE REF. [illegible] AND SUBMITTED TO THE [illegible]

6) THE SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. SOME OTHER MATTERS THAT MAY BE [illegible] RESTRICTIONS, EASEMENTS, AGREEMENTS, OR RESTRICTIONS NOT DEPICTED ON THIS SURVEY.



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	39.32'	25.00'	25.00'	N45°00'00"E	35.36'	90°00'00"
C2	34.22'	25.00'	20.42'	N38°54'46"E	31.77'	78°41'07"

LINE TABLE		
LINE	LENGTH	BEARING
L1	42.30'	S36°41'06"W
L2	51.44'	S23°55'53"E
L3	26.19'	S27°55'43"W
L4	52.74'	S22°04'22"W
L5	67.97'	S22°41'58"W
L6	37.12'	S20°56'24"W
L7	24.25'	S07°05'41"W
L8	57.02'	S09°53'11"W
L9	37.98'	S06°53'06"W
L10	60.30'	S00°24'05"W
L11	34.99'	S01°41'06"W
L12	53.35'	N49°59'31"E
L13	49.36'	N50°52'11"E
L14	37.09'	N37°42'45"E
L15	36.28'	N00°06'00"W
L16	116.93'	N34°53'24"E
L17	54.57'	N15°33'10"E

AREA TABLE:

PARCEL A	
UPLANDS	2.663 Ac.
WETLANDS	6.516 Ac.
TOTAL AREA	9.179 Ac.
PARCEL B	
UPLANDS	1.076 Ac.
WETLANDS	0.00 Ac.
TOTAL AREA	1.076 Ac.
PARCEL A	9.179 Ac.
PARCEL B	1.076 Ac.
TOTAL PROJECT AREA	10.255 Ac.

PREPARED FOR: ENMARK STATIONS, INC.
AGENCY: BUCKWALTER PARKWAY
TAX PARCEL I.D. NO. R610-030-000-0441-0000 & PORTION R614-029-000-0014-0000

SOUTH CAROLINA SURVEYING CONSULTANTS, INC. No.C00635 ASSOCIATE OF AUTHORITY

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER 11059 TERRY G. HATCHELL

GRAPHIC SCALE
0 40 80 120

WETLAND
SUMMARY OF

10.255 ACRES, BUCKWALTER PARKWAY

FORMERLY KNOWN AS

ROBERTSON SITE

FORMERLY A PORTION OF

BUCKWALTER TRACT

TOWN OF BLUFFTON , BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 40' DATE: 10/20/2017 JOB NO: SC170046A.2
REVISED 03/21/2018: UPDATED WETLANDS ON PARCEL A

SURVEYING CONSULTANTS
17 Shenandoah Drive, Suite C, Bluffton, SC 29910
SC Telephone: (843) 815-3004 FAX: (843) 815-3005
GA Telephone: (912) 826-2770
www.SurveyingConsultants.com
Email: SC@SurveyingConsultants.com

<u>Exhibit F</u>
to Supplement
Deed - Book 3093 at Pages 104-114
(please see attached)

11/17 RW 1641

Prepared by and return to:
Peter J. Strauss, Esquire
The Strauss Law Firm
55 Hospital Center Common
Suite 300
Hilton Head Island, SC 29926

RECORDED
2011 Nov -04 11:46 AM
Sharon G. Burris
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 03093 PGS 0104-0114
FILE NUM 2011054005
10/25/2011 09:18:33 AM
REC'D BY O EVANS RCPT# 659513
RECORDING FEES 17.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT ROBERTSON REAL ESTATE PARTNERSHIP, a South Carolina Partnership ("Grantors"), in the State aforesaid, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and no other valuable consideration to him/her in hand paid at and before the sealing of these presents, by **GRANDE OAKS II, LLC, a South Carolina limited liability company,** ("**Grantee**") of **83 May River Point, Bluffton, South Carolina 29910**, in the State aforesaid for which the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said **Grantee**, its successors and assigns, forever, in fee simple, the following described real property:

See Exhibit A, attached hereto

THIS property is conveyed by the Grantors and accepted by the Grantee subject to all applicable covenants, conditions, restrictions, easements, affirmative obligations, etc., as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

THIS being the same property conveyed to the within Grantor from **DOUGLAS M. ROBERTSON and LUELLEN N. ROBERTSON** by Corrective Title To Real Estate dated June 8, 2011 and recorded in Deed Book 03065 at Page 0921 in the Beaufort County, South Carolina Register of Deeds Office on June 13, 2011.

TMS No.: R600/029/000/014D/0000

ADD DMP Record 11/2/2011 12:15:24 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R600	029	000	0014	0000	00

ADD DMP Record 11/2/2011 12:15:51 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R600	029	000	014D	0000	00

The within Quit Claim Deed was prepared in the office of Peter J. Strauss, Attorney at Law, 55 Hospital Center Common, Suite 300, Hilton Head Island, South Carolina 29926 without the benefit of a title search.

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

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

WITNESS my Hand and Seal, this 14 day of September, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

(non-notary witness)

ROBERTSON REAL ESTATE PARTNERSHIP, a S.C. Partnership
BY: Robertson Partnership, LLC
Its: General Partner

BY: _____
DOUGLAS M. ROBERTSON
Its: Manager

Megan L. Criddle
(notary)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, Megan L. Criddle, Notary Public, do hereby certify that **ROBERTSON REAL ESTATE PARTNERSHIP**, a S.C. Partnership, by Robertson Partnership, LLC, its General Partner, by **DOUGLAS M. ROBERTSON,** its Manager, the Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 14 day of September, 2011.

Megan L. Criddle
Notary Public for South Carolina
My Commission Expires: July 8, 2015
(SEAL)

EXHIBIT A

PROPERTY DESCRIPTION FOR DEED

All those certain pieces, parcels or tracts of land situate, lying and being in Beaufort County, South Carolina, more particularly described as follows:

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

AND

All that certain piece, parcel or tract of land containing 230 acres, more or less, as shown on that certain Plat prepared by Rod C. Spann, R.L.S., dated November 4,1985, and recorded in the Offices of the Clerk of Courts for Beaufort County in Plat Book 33 at Page 165. Said property being bounded on the NORTH for a combined distance of 2,969.68' feet by other lands of Richard C. Neel, Jr. as shown on said Plat; On the EAST for a combined distance of 2,867.16' feet by lands now or formerly belonging to Union Camp; On the SOUTH for a combined distance of 4,601.90' feet by lands of others; On the WEST for at approximate distance of 2,680' feet, more or less, by a 100' right-of-way access road.

AND ALSO:

ALL those certain pieces, parcels, or tracts of land being four (4) in number, respectively labeled PARCEL "A", PARCEL "B", PARCEL "C" AND PARCEL "D" on that certain plat of Forrest F. Baughman, P. L. 5., #4922, dated the 22nd day of June 1994 and recorded in the Office of the Clerk of Courts for Beaufort County, South Carolina in Plat Book 50 at Page 51. These four (4) parcels of land are the Grantor's remaining interest in that certain subdivision known as Grandee Oaks Subdivision located in Bluffton Township, South Carolina. Said tracts of land being more particularly bound and described as follows:

PARCEL "A"

Parcel "A" containing 68,436 square feet comprising 1.57 acres, being more particularly bounded and described as follows: On the North for a distance of 130.69' feet, now or formerly, by Hogan; on the South for a distance of 126.06' feet, now or formerly, by Union Bag and Paper Company; on the West for a distance of 561.31' feet, now or formerly, by Union Bag and Paper Company, and on the East for a distance of 524.60' feet by the sixty (60') foot right-of-way of Grandee Oaks Circle.

PARCEL "B"

Parcel "B" containing 40,741 square feet comprising 0.93 acres, being more particularly bounded and described as follows; On the North for a distance of 186.35' feet by the sixty (60') foot right-of-way of Grandee Oaks Circle; on the South for a distance of 286.11' feet, now or formerly, by Hogan; on the West for a distance of 176.85' feet, now or formerly, by Richard L. and Vivian K. Poore; and on the East for a distance of 65.44' feet by the sixty foot (60') foot right-of-way of Grandee Oaks Circle.

PARCEL "C"

Parcel "C" containing 553,418 square foot comprising 12.71 acres, having such meets and bounds as is shown on said plat referenced above, bounded generally on the North by the sixty (60') foot right-of-way of Grandee Oaks Circle; on the West by lands of Stone and Nix and the sixty (60') foot right-of-way of Grandee Oaks Circle; on the East by the one hundred (100') foot right-of-way of an unnamed roadway.

PARCEL "D'

Parcel "D" containing 415,710 square feet comprising 9.54 acres, more particularly shown and designated as a one hundred (100') foot wide of an unnamed road beginning at Old Miller Road and running generally in a North, Northeasterly direction for a distance of 2029.22' feet and then turning generally westward and becoming known as Grandee Oaks Circle, including one small avenue running generally North, Northwest off of the Northern boundary of Grandee Oaks Circle. The purpose of the conveyance of Parcel 'D" is to divest the Grantee herein of any interest in Grandee Oaks Subdivision, including, but not limited to any interest he has in the roadways of said subdivision.

SAVING AND EXCEPTING THEREFROM, all those certain pieces, parcels or tracts of land situate, lying and being in Beaufort County, South Carolina, more particularly described as follows:

TRACT A (Right of Way/Roads)
All those certain pieces, parcels or lots of land situate, lying and being in Beaufort County, South Carolina and being designated as shown on that certain plat prepared by Forest F. Baughman P.L.S. 4922, dated June 22, 1994 and entitled Grand Oaks Subdivision and recorded in the Office of the RMC for Beaufort County, S.C. in Plat Book 50 at Page 97. It is the intention of the Grantor that

Tract A only refers to all roads designed for ingress egress, all of which is more specifically shown on the aforementioned plat.

AND ALSO TRACT B (Right of Way/Roads)

All that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being shown and described as 66' R/W extending along the eastern boundary on that certain plat entitled "Grande Oaks Subdivision Phase II, A Boundary Survey and Subdivision of 24.73 Acres, Shown as Parcels A, B,B & D Grande Oaks Subdivision, Bluffton Township, Beaufort County, South Carolina," said plat prepared by T-Square Group, Inc., Forrest F. Baughman, PLS #4922, dated June 22, 1994, and recorded in Beaufort County Records in Plat Book 52 at Page 1234. Said right-of-way is also shown and described as Old Miller Road (Private), 66' R/W on that certain plat entitled "A Subdivision & Neighborhood Drainage Plan for Grande Oaks Phase III, off SC Hwy 46 & Old Miller Road, Bluffton Township, Beaufort County, South Carolina," said plat prepared by Connor and Associates, Inc., Barry W. Connor, SCRLS, dated July 24, 1996, last revised August 21, 1996, and recorded in the Beaufort County Records in Plat Book 59 at Page 74. For a more detailed description as to the metes and bounds, courses and distances, reference is had to the aforementioned recorded plats.

AND ALSO, ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being shown and described as 1,372 sq ft. 3.03 acres, on that certain plat entitled "A BOUNDARY SURVEY of 0.03 ACRES LOCATED at the Intersection of Old Miller Road and Grand Oaks Drive, Bluffton, Township, Beaufort County, South Carolina," said plat prepared by William S. Sanders, PLS#16122, dated November 2, 2001, and recorded in the Beaufort County Records in Plat Book 85 at Page 12. For a more detailed description as to the metes and bounds, courses and distances, reference is had to the aforementioned recorded plat.

AND ALSO, TRACT C (Triangular Parcel on Buckwalter Parkway)

ALL that certain piece, parcel or tract of land, situate, lying and being in Beaufort County, South Carolina, shown and described as 9,588 SF, 0.22 Acres on a Plat entitled "BOUNDARY SURVEY of 0.22 to be included in the Right of Way of Buckwalter Parkway, Bluffton Township, Beaufort County, South Carolina"; said Plat prepared by William S. Sanders, PLS#16122; said Plat being dated July 31, 2001 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1477 at Page 796.

AND ALSO, TRACT D (Wetlands)

All those certain pieces, parcels or lots of land situate, lying and being in Beaufort County, South Carolina shown and described as Parcel 1, containing 3.540 acres upland, and 2.822 acres wetland, for a total of 6.362 acres; and Parcel 2, containing 3.316 acres upland, and 2.043 acres wetland, for a total of 5.359 acres; said Parcels shown and described on a Plat entitled "A Plat of Parcel 1 (6.362 acres) and Parcel 2 (5.5359 acres), being a Portion of the Grande Oaks PUD located near the North End of

End of Old Miller Road, Bluffton Township, Beaufort County, South Carolina"; said Plat prepared by Thomas & Hutton Engineering Co,., Boyce L. Young, SCRL No. 11079 dated October 4, 2001 last revised November 14, 2001 and recorded in Plat Book 86 at Page 38, Beaufort County Records.

AND ALSO, TRACT E (Grande Oak, Phase I)
All that certain piece, parcel or tract of land or a portion thereof lying and being in the Bluffton Township, Beaufort County, South Carolina identified as 2.03 Acres as described as Open Space on that certain plat entitled "Grande Oaks Subdivision Phase II, A Boundary Survey and Subdivision of 24.75 Acres, Shown as Parcels A, B, C & D Grande Oaks Subdivision, Bluffton Township, Beaufort County, South Carolina", said plat prepared by T-Square Group, Inc., Forrest F. Baughman, PLS 4922 and recorded in the Register of Deeds for Beaufort County, South Carolina in Plat Book 52 at Page 123.

AND

ALSO, ALL those certain pieces, parcels or tracts of land situate, lying and being in the Bluffton Township, Beaufort County, South Carolina more particularly designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 on that certain plat entitled "Grande Oaks Subdivision Phase II, A Boundary Survey and Subdivision of 24.75 Acres, Shown as Parcels A, B, C & D Grande Oaks Subdivision, Bluffton Township, Beaufort County, South Carolina", said plat prepared by T-Square Group, Inc., Forrest F. Baughman, PLS 4922 and recorded in the Register of Deeds for Beaufort County, South Carolina in Plat Book 52 at Page 123.

AND ALSO, TRACT F (Grande Oaks, Phase II)

All that certain piece, parcel or tract of land or a portion thereof lying and being in the Bluffton Township, Beaufort County, South Carolina identified as 3.00 Acres as described on that certain plat entitled "Plat Prepared for William H. Grimes, Jr., Beaufort County, South Carolina", said plat prepared by Rod C. Spann, RLS 6273 and recorded in the Register of Deeds for Beaufort County, South Carolina in Book 244 at Page 1966.

AND

All that certain piece, parcel or tract of land or a portion thereof lying and being in the Bluffton Township, Beaufort County, South Carolina identified as 5.56 Acres as described on that certain plat entitled "Plat Prepared for Thomas F. Hogan, Beaufort County, South Carolina", said plat prepared by Rod C. Spann, RLS 6273 and recorded in the Register of Deeds for Beaufort County, South Carolina in Book 244 at Page 1971.

AND

All that certain piece, parcel or tract of land or a portion thereof lying and being in the Bluffton Township, Beaufort County, South Carolina identified as 2.54 Acres as described on that certain plat entitled "Plat Prepared for Wayne & Martha Smith, Beaufort County, South Carolina", said plat

prepared by Rod C. Spann, RLS 6273 and recorded in the Register of Deeds for Beaufort County, South Carolina in Book 268 at Page 1952.

AND

ALL that certain piece, parcel or tract of land or a portion thereof lying and being in Beaufort County, South Carolina, measuring and being bounded as follows: Commencing at a iron pipe on the southeast corner of the property adjacent to Grandee Oaks Circle 60' R/W N 53°16'48" W for a distance of 312.26 feet; then N 01°35'53" E for a distance of 173.26 feet; then N 75°32'43" E for a distance of 442.61 feet; then S 27°24'44" E for a distance of 255.83 feet; then S 55°21'47" W for a distance of 225.29 feet to a concrete marker; then S 46°44'23" W for a distance of 168.06 feet to the point of beginning. Said property is more particularly shown and identified as "Jack Bailey and Robert All, Beaufort County, SC", prepared by Rod C. Spann, RLS 6273, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 32 at Page 79 together with that parcel shown and indicated on a plat entitled "Survey for Robert P. & Nan C. All, Beaufort County, South Carolina" prepared by Rod C. Spann, RLS 6273, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 369 at Page 688.

AND

ALL that certain piece, parcel or lot of land, situate, lying and being in Beaufort County, South Carolina, approximately five (5) miles Northwest of Bluffton, measuring and bounding as follows: Beginning at the Northwest corner and proceeding N 75° 54' 42" E for a distance of 277.93 feet; then South 27° 24' 44" E for a distance of 255.83 feet; thence S 55°21'47" W for a distance of 266.16 feet; thence N 34°56'54" W for a distance of 351.34 feet to the beginning. Said property is more particularly described on a plat of the same by Rod C. Spann, RLS, dated August 6, 1982, and recorded in the Register of Deeds for Beaufort County, South Carolina in Book 369 at Page 688.

AND

All that certain piece, parcel or tract of land or a portion thereof lying and being in the Bluffton Township, Beaufort County, South Carolina identified as 1.36 Acres as described on that certain plat entitled "Survey for Jack Bailey, Beaufort County, South Carolina", said plat prepared by Rod C. Spann, RLS 6273 and recorded in the Register of Deeds for Beaufort County, South Carolina in Plat Book 31 at Page 31.

AND

ALL that certain piece, parcel or lot of land containing 1.20 acres as shown on that certain plat prepared by Rod C. Spann, RLS, dated July 1, 1985, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 33 at Page 111. Said property being more particularly bounded and described as follows: On the East for a distance of 130.87 feet by Grandee Oaks Circle; on the North for a distance of 195.85 feet by property now or formerly owned by Bailey; on the West for a distance of 317.13 feet by property now or formerly owned by Union Camp; on the

Camp; on the South for a distance of 40 feet by property now or formerly owned by Hogan; and on the Southeast for a distance of 310.43 feet by property now or formerly owned by Poore.

AND

All those certain pieces, parcels or tracts of land or a portion thereof lying and being in the Bluffton Township, Beaufort County, South Carolina identified as Tracts A and B as more particularly described on that certain plat entitled "Plat Prepared for Richard C. Neel, Jr., A Portion of Grandee Oaks Subdivision, Bluffton Township, Beaufort County, South Carolina", said plat prepared by Johnson-Trogdon Surveyors and recorded in the Register of Deeds for Beaufort County, South Carolina in Plat Book 39 at Page 126.

AND ALSO, TRACT G (Grande Oaks, Phase III)

ALL that certain piece, parcel or lot of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina and being known as Lot Number 22 of Grande Oaks, Phase III Subdivision. FOR a more particular description reference is made to that certain plat prepared by Matthew M. Crawford, SCRLS, dated December 3, 1996 and recorded in Plat Book 59 at Page 73 in the Register of Deeds for Beaufort County, South Carolina.

AND

All that certain piece, parcel, or lot of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, the same being 17.17 acres and known as Grande Oaks Phase III Subdivision, and more particularly described as follows: Beginning at a point along the projected right-of-way of Old Miller Road and running N34°53'18"E for a distance of 1179.98' feet, more or less, to a point; then turning and running S55°06'42"E for a distance of 487.02' feet, more or less, to a point; then turning and running S34°53'18"W for a distance of 104.66' feet, more or less, to a point; them turning and running S08°43'41"E for a distance of 275.40' feet, more or less, to a point; then turning and running N85°13'03'E for a distance of 79.63' feet, more or less, to a point; then turning and running S04°46'57"E for a distance of 309.70' feet, more or less, to a point; then turning and running S76°44'35"W for a distance of 800.61' feet, more or less, to a point; then turning and running N68°00'57"W for a distance of 412.17' feet, more or less, to a point to beginning.

For a more particular description, reference is made to that certain plat prepared by Matthew M. Crawford, SCRLS, dated 12/03/96 and recorded in Plat Book 59 at Page 73.

AND

All of that certain parcel or tract of land, Situate, lying and being in Bluffton Township, Beaufort County, South Carolina , being shown and described as 144,995SF, 3.33 Ac (Pond) and Wetland on that certain plat entitled "A Boundary Survey of 3.33 Acres, Being a Portions of Grand Oaks Phase 3, Bluffton Township, Beaufort County, South Carolina," prepared by William S. Sanders, PLS#16122, dated November 3, 2001, and recorded in the Beaufort County, Records in Plat Book 85 at Page 11. For a more detailed description as to the metes and bounds, courses and distances, reference is had to

reference is had to the aforementioned recorded plats.

AND ALSO, TRACT H (Grande Oaks, Phase 3B1)

All that certain piece of land or a portion thereof lying and being in the Bluffton Township, Beaufort County, South Carolina and containing 31 acres more or less as described on that certain plat entitled" A subdivision of a portion of the lands of Grande Oaks LLC near Pritchardville, Bluffton Township, Beaufort County, South Carolina" also known as Grand Oaks Phase 3BI, plat prepared by T-Square Group, Inc., Forrest F. Baughman, PLS 4922 and recorded in the Register of Deeds for Beaufort County, South Carolina in Plat Book 66 at Page 160.

AND ALSO, TRACT I (Sandy Pointe, Ph 1 & 2)

All that certain piece, parcel, or tract of land lying and being in Beaufort County, South Carolina shown and described as "Parcel A, 1,488,377 SF, 34.17 Acres" on a plat entitled "Boundary Survey of 49.85 Acres Shown as Parcels A & B on the Lands of Doug Robertson at the End of Old Miller Road, Bluffton Township, Beaufort County, South Carolina"; said Plat prepared by William S. Sanders, PLS No. 16122; said Plat being dated June 9, 2001, and last revised September 29, 2001 and having been recorded in the Beaufort County Land Records in Plat Book 82 at Page 179 (the "Plat").

AND

All that certain piece, parcel, or tract of land lying and being in Beaufort County, South Carolina shown and described as "Parcel B, 682,913 SF, 15.68 Acres" on a plat entitled "Boundary Survey of 49.85 Acres Shown as Parcels A & B on the Lands of Doug Robertson at the End of Old Miller Road, Bluffton Township, Beaufort County, South Carolina"; said Plat prepared by William S. Sanders, PLS No. 16122; said Plat being dated June 9, 2001, and last revised September 29, 2001 and having been recorded in the Beaufort County Land Records in Plat Book 82 at Page 179.

AND ALSO, TRACT J (Edgefield)

All those certain pieces, parcels or tracts of land situate, lying and being in Beaufort County, South Carolina shown and described as Parcel A, containing 86.954 acres upland, and 10.749 acres wetland, for a total of 97.703 acres; and Parcel B, containing 2.595 acres upland; said Parcels shown and described on a Plat entitled "A Plat of The Sivica Tract at Grande Oaks, Beaufort County, South Carolina"; said Plat prepared by Thomas & Hutton Engineering Co,., Boyce L. Young, SCRL No. 11079 dated April 15, 2003, last revised July 11, 2003 and recorded in Plat Book 94 at Page 171, Beaufort County Records.

AND ALSO, TRACT K (Arborwood)

All that certain piece, parcel or tract of land situate, lying and being in Beaufort County, South Carolina shown and described as "Arborwood, 396,023 SF, 9.09 Ac" on a Plat entitled "A Boundary Survey of Two Parcels Shown hereon as "Arborwood" and "the Willows" at Grande Oaks, Bluffton

Township, Beaufort County, South Carolina"; said Plat prepared by William S. Sanders, PLS No. 16122; said Plat being dated September 16, 2003, and last revised November 18, 2003 and having been recorded in the Beaufort County Land Records in Plat Book 97 at Page 43 (the "Plat").

AND ALSO, TRACT L (Willows, Ph. 1 & 2)

All that certain piece, parcel, or tract of land situate, lying and being in Beaufort County, South Carolina shown and described as "The Willows, Phase 1, Parcel B, 1,196,380 SF, 27.47 Ac" on a Plat entitled "A Boundary Survey of Two Parcels Shown hereon as "Arborwood" and "the Willows" at Grande Oaks, Bluffton Township, Beaufort County, South Carolina"; said Plat prepared by William S. Sanders, PLS No. 16122; said Plat being dated September 16, 2003, and last revised November 18, 2003 and having been recorded in the Beaufort County Land Records in Plat Book 97 at Page 43 (the "Plat").

AND

All that certain piece, parcel or tract of land situate, lying and being in Beaufort County, South Carolina shown and described as "The Willows, Phase 2, Parcel A, 771,271 SF, 17.71 Ac" on a Plat entitled "A Boundary Survey of Two Parcels Shown hereon as "Arborwood" and "the Willows" at Grande Oaks, Bluffton Township, Beaufort County, South Carolina"; said Plat prepared by William S. Sanders, PLS No. 16122; said Plat being dated September 16, 2003, and last revised November 18, 2003 and having been recorded in the Beaufort County Land Records in Plat Book 97 at Page 43 (the "Plat").

Being all or portions of Beaufort County Tax Parcels TMS:

R600 029 000 014D 0000
R600 037 000 020A 0000
R600 023 00F 0147 0000
R600 029 000 0014 0000

This property description was prepared by Novit & Scarminach, PA, Post Office Drawer 14, Hilton Head Island, SC 29938 by Elizabeth B. Mayo without benefit of title examination.

<u>Exhibit G</u>
to Supplement
Zoning Verification Letter from
Beaufort County Zoning Administrator
Dated March 20, 2018
(please see attached)

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

March 20, 2018

Mr. Walter J. Nester, III
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, SC 29938

Re: Zoning Verification Letter – Grande Oaks Planned Unit Development (Portion)
District 600, Map 029, Parcels 0014

Dear Mr. Nester:

This is to certify that the referenced property, located along Lake Point Drive, (Grande Oaks PUD) and further defined as being located in Bluffton Township is zoned Grande Oaks Planned Unit (600-18). Please refer to the County's Web Page under the Planning Department for permitted uses within this PUD. (www.bcgov.net)

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

Sincerely,

Hillary A. Austin
Zoning & Development Administrator

Exhibit H
to Supplement
Future Annexation Area Map
(Map 8.1)
of the Comprehensive Plan

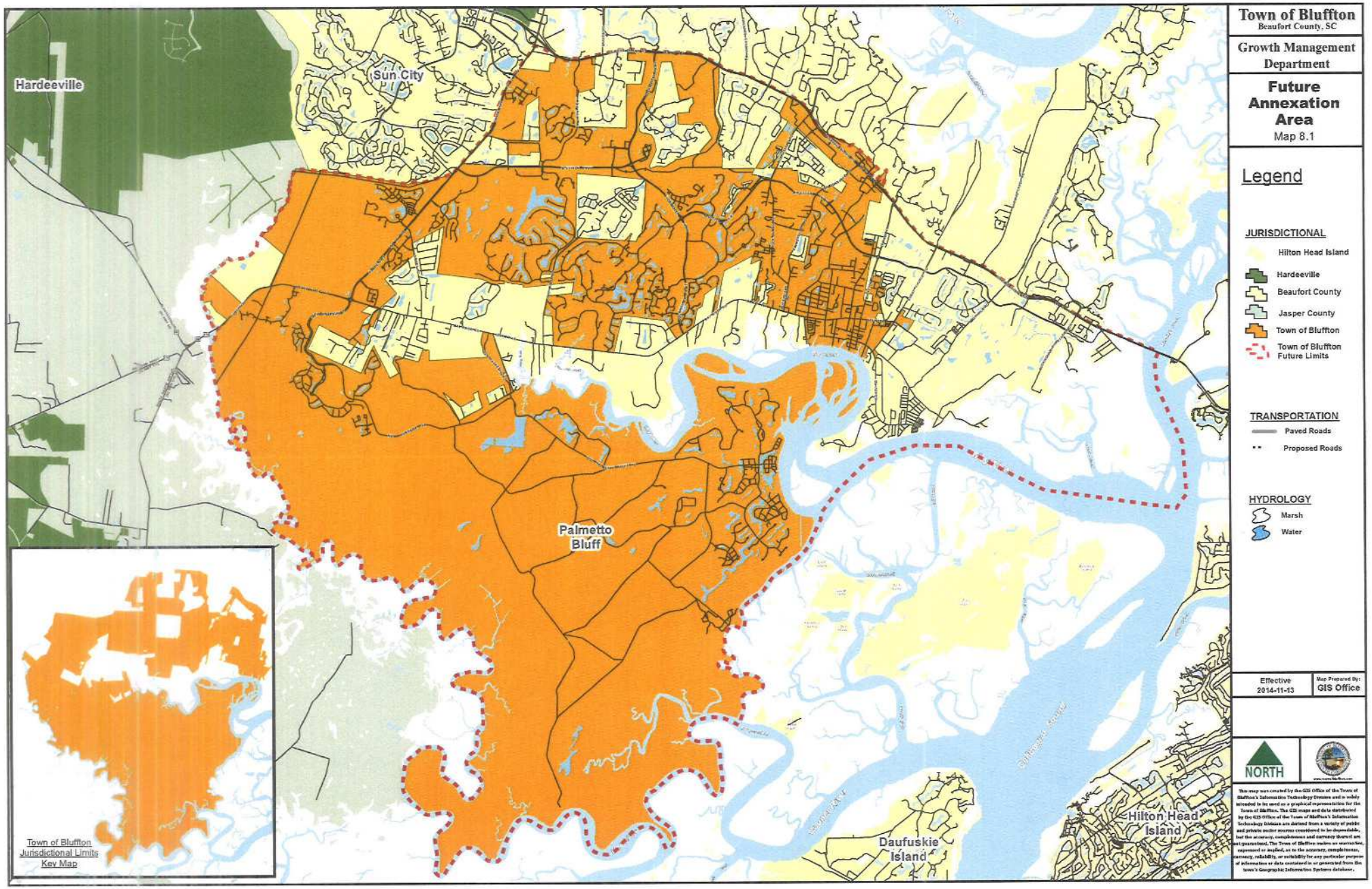
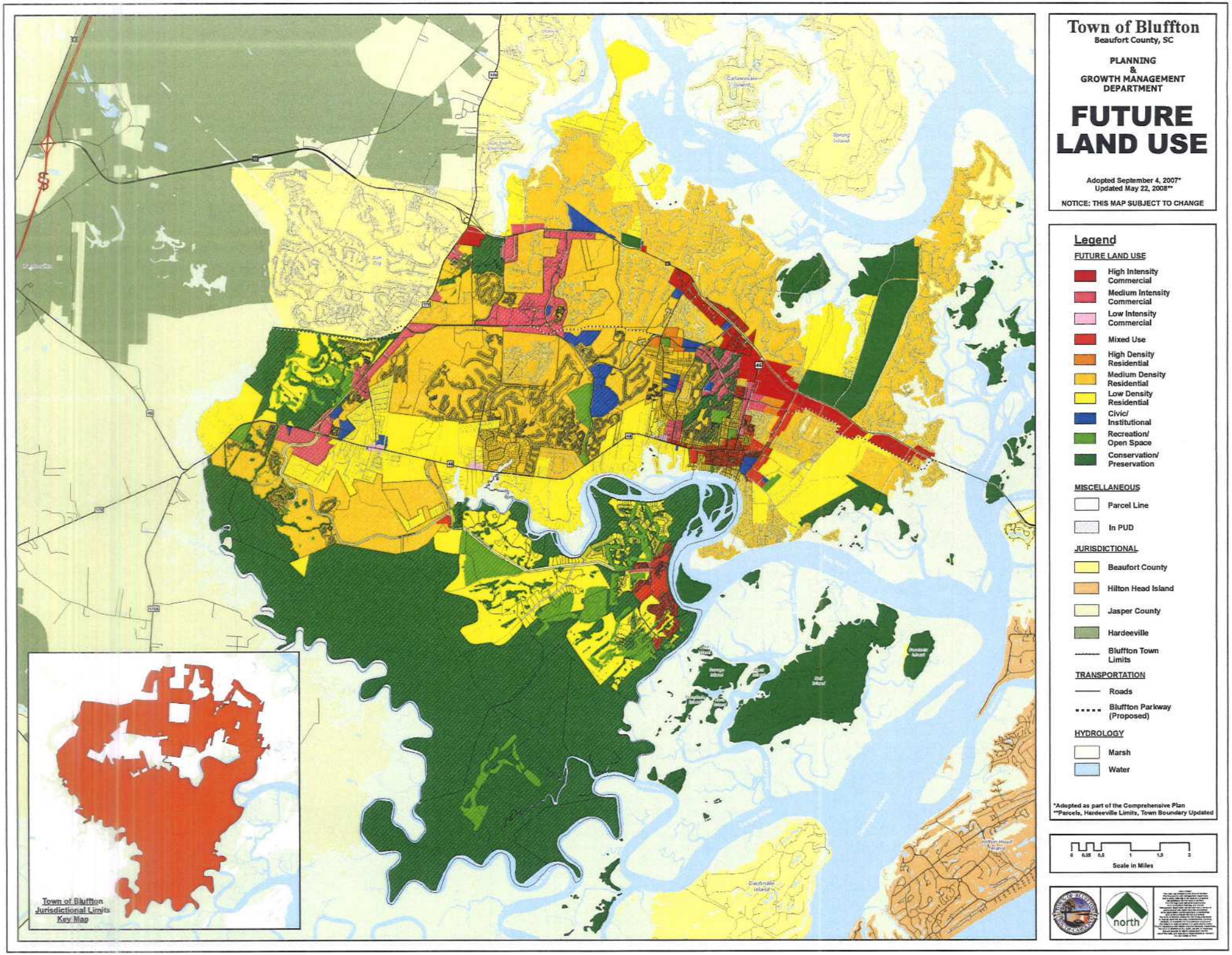

Town of Bluffton
Beaufort County, SC
Growth Management Department
Future Annexation Area
Map 8.1
Legend
JURISDICTIONAL
Hilton Head Island
Hardeeville
Beaufort County
Jasper County
Town of Bluffton
Town of Bluffton Future Limits
TRANSPORTATION
Paved Roads
Proposed Roads
HYDROLOGY
Marsh
Water
Effective 2014-11-13
Map Prepared By: GIS Office
NORTH
Hardeeville
Sun City
Palmetto Bluff
Daufuskie Island
Hilton Head Island
Town of Bluffton Jurisdictional Limits Key Map

Exhibit I
to Supplement
Comprehensive Plan
Map 8.3


Town of Bluffton
Beaufort County, SC
PLANNING
&
GROWTH MANAGEMENT
DEPARTMENT
FUTURE
LAND USE
Adopted September 4, 2007*
Updated May 22, 2008**
NOTICE: THIS MAP SUBJECT TO CHANGE
Legend
FUTURE LAND USE
High Intensity Commercial
Medium Intensity Commercial
Low Intensity Commercial
Mixed Use
High Density Residential
Medium Density Residential
Low Density Residential
Civic/ Institutional
Recreation/ Open Space
Conservation/ Preservation
MISCELLANEOUS
Parcel Line
In PUD
JURISDICTIONAL
Beaufort County
Hilton Head Island
Jasper County
Hardeeville
Bluffton Town Limits
TRANSPORTATION
Roads
Bluffton Parkway (Proposed)
HYDROLOGY
Marsh
Water
*Adopted as part of the Comprehensive Plan
**Parcels, Hardeeville Limits, Town Boundary Updated
0 0.25 0.5 1 1.5 2
Scale in Miles
north
Town of Bluffton Jurisdictional Limits Key Map

<u>Exhibit J</u>
to Supplement
Petition for Annexation
(please see attached)

STATE OF SOUTH CAROLINA	)	**PETITION FOR ANNEXATION**
	)	**TO**
COUNTY OF BEAUFORT	)	**THE TOWN OF BLUFFTON, SOUTH CAROLINA**

TO THE HONORABLE MAYOR AND TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA

The undersigned petitioner, being the 100% freehold owner of the real property hereinafter described on Exhibit "A" attached hereto and made a part hereof being a 1.076 acre portion of that certain real property identified by Beaufort County Tax Map number **R600 029 000 0014 0000**, requests annexation into the Town of Bluffton, South Carolina and does hereby petition the Honorable Mayor and Town Council of the Town of Bluffton so as to become a part thereof pursuant to Section 5 – 3 – 150(3) of the South Carolina Code of Laws.

1. The property to be annexed is that described and set forth in Exhibit "A" attached hereto and made a part hereof (the "**Property**").

2. The Property comprises approximately 1.076 acres of uplands. The subject property is located on the south west corner of the intersection of Lake Point Drive and Buckwalter Parkway.

3. The Property is adjacent to other lands within the Town of Bluffton.

4. The petitioner requests that the Property be zoned Buckwalter PUD with 1.076 acres of General Commercial density.

WHEREFORE, your petitioner prays that the Town of Bluffton agrees to accept this petition and annex the aforesaid described Property.

IN WITNESS WHEREOF, petitioner has hereunto set its hand and seal this 20 day of August, 2018.

WITNESSES:

Tracy Clift
(Witness signs here)

Kerter Dawson
(Witness signs here)

GRANDE OAKS II, LLC
A South Carolina limited liability company

Pamela Murk
By: Pamela Murk
Its: Manager

1852957v1

EXHIBIT "A"

Parcel B

ALL that piece, parcel, and tract of land shown and described as Parcel B containing approximately 1.076 acres and as more fully shown on a plat entitled "Wetland Survey of 10.255 Acres, Buckwalter Parkway Formerly Known as Robertson Site Formerly a Portion of Buckwalter Tract," prepared by Surveying Consultants.

TMS #: R600 029 000 0014 0000 (a portion of)

Exhibit K
To Supplement
Owner Authorization Letter
(please see attached)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, that the undersigned manager of Grande Oaks II, LLC, a South Carolina limited liability company (the "**Owner**"). hereby certifies the following:

1. Owner owns that certain parcel of unimproved real property located in unincorporated Beaufort County identified by Beaufort County Tax Map Number **R600 029 000 0014 0000** (the "**Property**").

2. The Property was conveyed to Owner by deed from Robertson Real Estate Partnership, dated October 25, 2011, and recorded in Book 3093 at Pages 104 - 114 in the Office of the Register of Deeds for Beaufort County.

GRANDE OAKS II, LLC
a South Carolina limited liability company

By: _____
Pamela Murk
Its: Manager

Sworn to before me this
20 day of Aug, 2018.

_____
Notary Public for Maryland
My Commission Expires: Aug 3, 2021

JOSE PADILLA
NOTARY PUBLIC
MONTGOMERY COUNTY, MD
MY COMMISSION EXPIRES AUGUST 03, 2021

1852975v1 068298-00001

<u>Exhibit L</u>
to Supplement
Tenth Amendment
(please see attached)

BEAUFORT COUNTY SC - ROD
BK 03119 PGS 2458-2465
FILE NUM 2012008563
02/14/2012 09:02:13 AM
REC'D BY P BAXLEY RCPT# 668359
RECORDING FEES 14.00

8
14 AB
VOMK

STATE OF SOUTH CAROLINA	)	TENTH AMENDMENT TO
	)	DEVELOPMENT AGREEMENT AND
COUNTY OF BEAUFORT	)	CONCEPT PLAN
	)	BUCKWALTER TRACT

This Tenth Amendment ("Tenth Amendment") to Development Agreement and Concept Plan is made and entered into this 10th day of February, 2012 by and between the TOWN OF BLUFFTON, South Carolina ("Town") and GRANDE OAKS, LLC ("Grande Oaks"), a South Carolina limited liability company, its successors and assigns.

Whereas, Town and The Branigar Organization, Inc. (Branigar) executed and approved a Development Agreement ("Development Agreement"), dated April 19, 2000, and recorded in the Office of the Register of Deeds ("ROD") for Beaufort County, South Carolina in Official Record Book 1288 at Page 1, which Development Agreement, as amended, governs the use and development of a tract of land known as the Buckwalter Tract, originally containing approximately 5,680 acres of land, more particularly described in the Development Agreement and amendments thereto; and,

Whereas, concurrently with the execution of the Development Agreement, the Town of Bluffton annexed the Buckwalter Tract into the Town boundaries and granted Concept Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and the Concept Plan ("Concept Plan") for Buckwalter Tract, adopted April 19, 2000; and,

Whereas, subsequent to the execution and approval of the original Development Agreement and Concept Plan, Town has approved Nine (9) Amendments to the Buckwalter Development Agreement and Concept Plan as follows:

1. **First Amendment** which added the 11.721 acre Robertson Tract and no additional Density to the Buckwalter Development Agreement and Concept Plan was executed on June 21, 2002 and recorded in the Beaufort County Office of the Register of Deeds in Book 1599 Page 1149; and

2. **Second Amendment** which added the 43.48 acre Johnson Tracts as well as 55 Dwelling Units to the Buckwalter Development Agreement and Concept Plan was executed on February 4, 2003 and recorded in the Beaufort County Office of the Register of Deeds in Book 1709 Page 1440; and

3. **Third Amendment** which added the 173.62 acre Cypress Lake Tract from the Jones Estate Development Agreement and Concept Plan as well as 600 Dwelling Units

and 90 acres of General Commercial Density to the Buckwalter Development Agreement and Concept Plan was executed on October 10, 2005 and recorded in the Beaufort County Office of the Register of Deeds in Book 2256 Page 189; and

4. **Fourth Amendment** which added the 59.91 acre Rose Dhu Creek Phase III Tract as well as 18 Dwelling Units to the Buckwalter Development Agreement and Concept Plan was executed on October 10, 2005 and recorded in the Beaufort County Office of the Register of Deeds in Book 2256 Page 204; and

5. **Fifth Amendment** which added the 58.85 acre Graves Tract as well as 58.85 acres of General Commercial Density to the Buckwalter Development Agreement and Concept Plan was executed on November 2, 2005 and recorded in the Beaufort County Office of the Register of Deeds in Book 2305 Page 410; and

6. **Sixth Amendment** which added the 2.687 acre Jacoby Tract and no additional Density to the Buckwalter Development Agreement and Concept Plan was executed on May 10, 2006 and recorded in the Beaufort County Office of the Register of Deeds in Book 2816 Page 1746; and

7. **Seventh Amendment** which added the 6.5 acre University Investments Tract and no additional Density to the Buckwalter Development Agreement and Concept Plan was executed on January 7, 2008 and recorded in the Beaufort County Office of the Register of Deeds in Book 2671 Page 2250; and

8. **Eighth Amendment** which added 324 Dwelling Units through Transfer of Development Rights Permit for Buckwalter Place Initial Master Plan to the Buckwalter Development Agreement and Concept Plan was executed on November 6, 2007 and recorded in the Beaufort County Office of the Register of Deeds in Book 2823 Page 384; and

9. **Ninth Amendment** which added the 163 acre Willow Run Tract, the reallocation of Land Uses for the Northern Tract, as well as 260 Dwelling Units and 162 acres of General Commercial Density to the Buckwalter Development Agreement and Concept Plan was executed on February 25, 2008 and recorded in the Beaufort County Office of the Register of Deeds in Book 2724 Page 1787; and

Whereas, Grande Oaks is the current owner of a certain 9.18-acre tract located in Buckwalter PUD Western Tract ("Western Tract") known as the Robertson Site ("Robertson Site") as shown in a Plat titled "A Boundary Plat of Robertson Site Formerly Known as a Portion of the Buckwalter Tract" and recorded in the Beaufort County Office of the Register of Deeds in Plat Book 84 Page 14 which is subject to the provisions of the Development Agreement and Concept Plan; and

Whereas, pursuant to an ASSIGNMENT OF SINGLE FAMILY OR MULTI-FAMILY DEVELOPMENT UNITS AND CONSENT, AGREEMENT AND

ACKNOWLEDGEMENT OF PURCHASER (DEVELOPMENT AGREEMENT) ("Assignment"), dated September 25, 2003, by and between International Paper Realty Corporation and Grande Oaks, LLC., twelve (12) residential dwelling units were assigned to the Robertson Site, with such Assignment recorded in the Office of the ROD for Beaufort County, South Carolina in Book 01846 at Page 2456; and

Whereas, the Robertson Site was initially restricted to only residential use with such restriction thereafter removed pursuant to a Modification of Restrictions and Covenants ("Modification") by and between International Paper Realty Corporation, as successor-in-interest to Branigar and Grande Oaks, LLC. with such document dated February 23, 2006 and recorded in the Beaufort County Office of the ROD in Book 02397 at Pages 1782-1784; and

Whereas, it is now the desire and intention of Town and Grande Oaks to effectuate this Tenth (10th) Amendment to the Development Agreement and Concept Plan to provide for changes in the permitted uses for the Robertson Site and other matters set forth herein, thus necessitating the preparation, execution and recording of this Tenth Amendment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Town and Grande Oaks agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference thereto.

2. Amendment of Development Agreement and Concept Plan. The Development Agreement and Concept Plan are hereby further amended to provide:

   I. Amendments to Development Agreement.

      A. Increase in Commercial Density. The Buckwalter Concept Plan and Development Agreement, as previously Amended is hereby further amended to add an additional 9.18 acres of Commercial Density with such increase in Commercial Density allocated to the Robertson Site as "General Commercial".

      B. Traffic Light Contribution. Grande Oaks agrees to a contribution towards the cost and installation of a Traffic Light at the intersection with Lake Point Drive, Parcel 11-A, and Buckwalter Parkway, equaling 1/3 of the Traffic Light's total cost and installation, including materials and labor, and is due upon sale of the Robertson Site or issuance of a Development Permit for the Robertson Site.

II. Amendments to Concept Plan and Illustrative Plan.

A. Land Use Designation. The Robertson Site within the Buckwalter Concept Plan Area, formerly designated as a portion of the Western Tract, is hereby redesignated as additional Buckwalter Commons Tract as depicted on the Amended Concept Master Plan for Buckwalter PUD attached hereto as Exhibit "A". Development within the 9.18 acres of newly designated Buckwalter Commons shall be governed by the Zoning Regulations (as defined in the Buckwalter Development Agreement) and by the Amended Concept Plan, attached hereto as Exhibit "A". Specifically, the land uses and development standards applicable to Buckwalter Commons shall control development within said area, as set forth in the original Concept Plan and Development Agreement (as previously and herein amended).

B. Revised Illustrative Plan. The Buckwalter Illustrative Plan is hereby amended to reflect the Robertson Site as General Commercial on such Illustrative Plan with a copy thereof attached hereto and made a part hereof as Exhibit "A ".

III. Additional Conditions.

3. Assignment of Residential Dwelling Units. Concurrently with the execution of this Tenth Amendment, Grande Oaks does assign to Town the twelve (12) residential dwelling units previously allocated to the Robertson Site with such residential dwelling units to be placed in the Town's Density Bank for future use as Town may determine.

4. Reaffirmation of Buckwalter Development Agreement, Concept Plan and Amendments Thereto. The Buckwalter Development Agreement, Concept Plan and all prior amendments thereto are hereby ratified and reaffirmed as if set forth verbatim herein.

5. Binding Effect. This Tenth Amendment to the Buckwalter Development Agreement and Concept Plan shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

6. Consistency with the Comprehensive Plan. The Town confirms that the matters contained herein are consistent with the Comprehensive Plan of the Town of Bluffton as consistent with long range planning for the Town, wetland protection, and other planning goals.

In Witness Whereof, the parties hereto, in and through their authorized representatives, have caused these instruments to be executed on their behalf effective the date first above written.

WITNESSES:

TOWN OF BLUFFTON, SOUTH CAROLINA

By: _____
Anthony Barrett, Town Manager

Attest: _____
Sandra Lunceford, Town Clerk

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, _____, Notary Public for South Carolina do hereby certify that Anthony Barrett, as Town Manager and Sandra Lunceford, as Town Clerk, on behalf of Town of Bluffton, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 2nd day of February, 2012.

_____
Notary Public for South Carolina
My Commission Expires: September 8, 2016

WITNESSES:

Karen Cilli

Megan L. Criddle

GRANDE OAKS, LLC, a
South Carolina Limited Liability Company

By: _____, President

Its: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

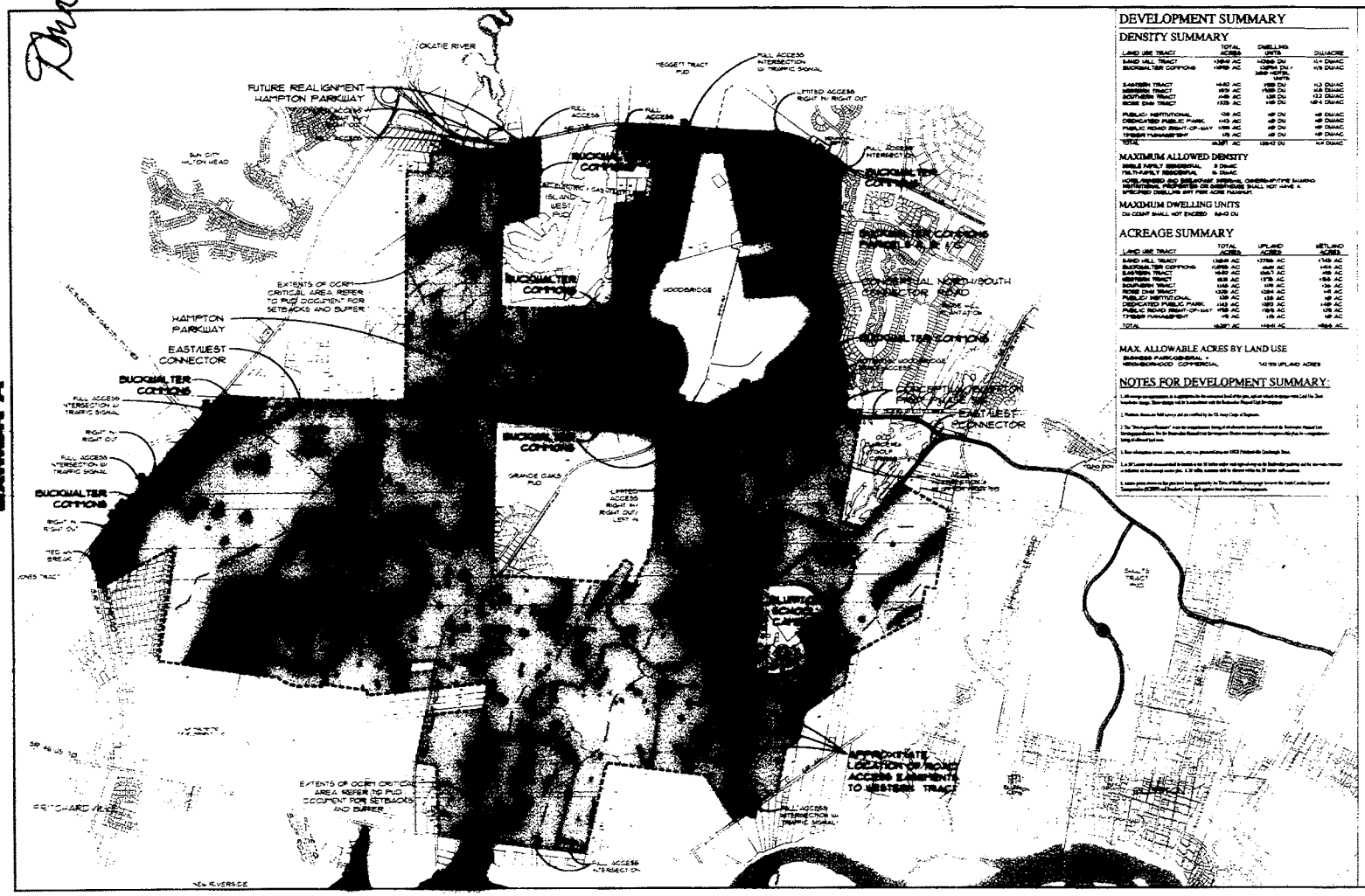
I, Megan L. Criddle, Notary Public for South Carolina do hereby certify that Doug Robertson on behalf of Grande Oaks, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 10th day of February, 2012

Megan L. Criddle
Notary Public for South Carolina
My Commission Expires: July 8, 2015

This document was prepared in the law offices of Vaux & Marscher, P.A., P.O. Box 769, Bluffton, South Carolina by James P. Scheider, Jr. , Esquire
(843) 757-2888
jim.scheider@vaux-marscher.com

Exhibit A



DEVELOPMENT SUMMARY

DENSITY SUMMARY

LAND USE TRACT	TOTAL ACRES	DWELLING UNITS	DU/ACRE
SAND HILL TRACT	[illegible] AC	[illegible] DU	[illegible] DU/AC
BUCKWALTER COMMONS	[illegible] AC	[illegible] DU / [illegible] HOTEL UNITS	[illegible] DU/AC
SANDERS TRACT	[illegible] AC	[illegible] DU	[illegible] DU/AC
MERRIMAN TRACT	[illegible] AC	[illegible] DU	[illegible] DU/AC
SOUTHERN TRACT	[illegible] AC	[illegible] DU	[illegible] DU/AC
ROSE DHU TRACT	[illegible] AC	[illegible] DU	[illegible] DU/AC
PUBLIC/ INSTITUTIONAL	[illegible] AC	[illegible] DU	[illegible] DU/AC
DEDICATED PUBLIC PARK	[illegible] AC	[illegible] DU	[illegible] DU/AC
PUBLIC ROAD RIGHT-OF-WAY	[illegible] AC	[illegible] DU	[illegible] DU/AC
TIMBER MANAGEMENT	[illegible] AC	[illegible] DU	[illegible] DU/AC
TOTAL	[illegible] AC	[illegible] DU	[illegible] DU/AC

MAXIMUM ALLOWED DENSITY

SINGLE FAMILY RESIDENTIAL [illegible] DU/AC
MULTI-FAMILY RESIDENTIAL [illegible] DU/AC

HOTEL, INNS AND BREAKFAST INTERNAL CONFERENCE/TYPE SEMINAR INSTITUTIONAL FACILITIES OR INSTITUTIONAL SHALL NOT HAVE A SPECIFIED DWELLING UNIT PER ACRE MAXIMUM

MAXIMUM DWELLING UNITS

DU COUNT SHALL NOT EXCEED [illegible] DU

ACREAGE SUMMARY

LAND USE TRACT	TOTAL ACRES	UPLAND ACRES	WETLAND ACRES
SAND HILL TRACT	[illegible] AC	[illegible] AC	[illegible] AC
BUCKWALTER COMMONS	[illegible] AC	[illegible] AC	[illegible] AC
SANDERS TRACT	[illegible] AC	[illegible] AC	[illegible] AC
MERRIMAN TRACT	[illegible] AC	[illegible] AC	[illegible] AC
SOUTHERN TRACT	[illegible] AC	[illegible] AC	[illegible] AC
ROSE DHU TRACT	[illegible] AC	[illegible] AC	[illegible] AC
PUBLIC/ INSTITUTIONAL	[illegible] AC	[illegible] AC	[illegible] AC
DEDICATED PUBLIC PARK	[illegible] AC	[illegible] AC	[illegible] AC
PUBLIC ROAD RIGHT-OF-WAY	[illegible] AC	[illegible] AC	[illegible] AC
TIMBER MANAGEMENT	[illegible] AC	[illegible] AC	[illegible] AC
TOTAL	[illegible] AC	[illegible] AC	[illegible] AC

MAX. ALLOWABLE ACRES BY LAND USE

BUSINESS PARK/OFFICE/RAL + NEIGHBORHOOD COMMERCIAL [illegible] UPLAND ACRES

NOTES FOR DEVELOPMENT SUMMARY:

[illegible]

CONCEPT MASTER PLAN

For:

Buckwalter

PLANNED UNIT DEVELOPMENT

Bluffton, South Carolina

Prepared For:

Branigar Organization
Savannah, Georgia

BRANIGAR

A company of INTERNATIONAL PAPER

Prepared By:

Wood+Partners, Inc.
Landscape Architects/Land Planners
Hilton Head Island, South Carolina

Thomas & Hutton Engineering Co.
Savannah, Georgia

LEGEND:

- ROADS / PUBLIC RIGHT-OF-WAY
- INTERSECTION/ ACCESS POINTS
- EXISTING DIRT ROADS
- STREAMS / WATER CHANNELS
- LAND USE TRACT LIMIT
- LEISURE TRAIL

PUD LAND USE AREAS

- RESIDENTIAL
- COMMERCIAL
- PUBLIC/INSTITUTIONAL
- WETLANDS
- TIMBER MANAGEMENT
- OCRM CRITICAL AREA
- DEDICATED PUBLIC PARK

MILEAGE 0 1/2 1

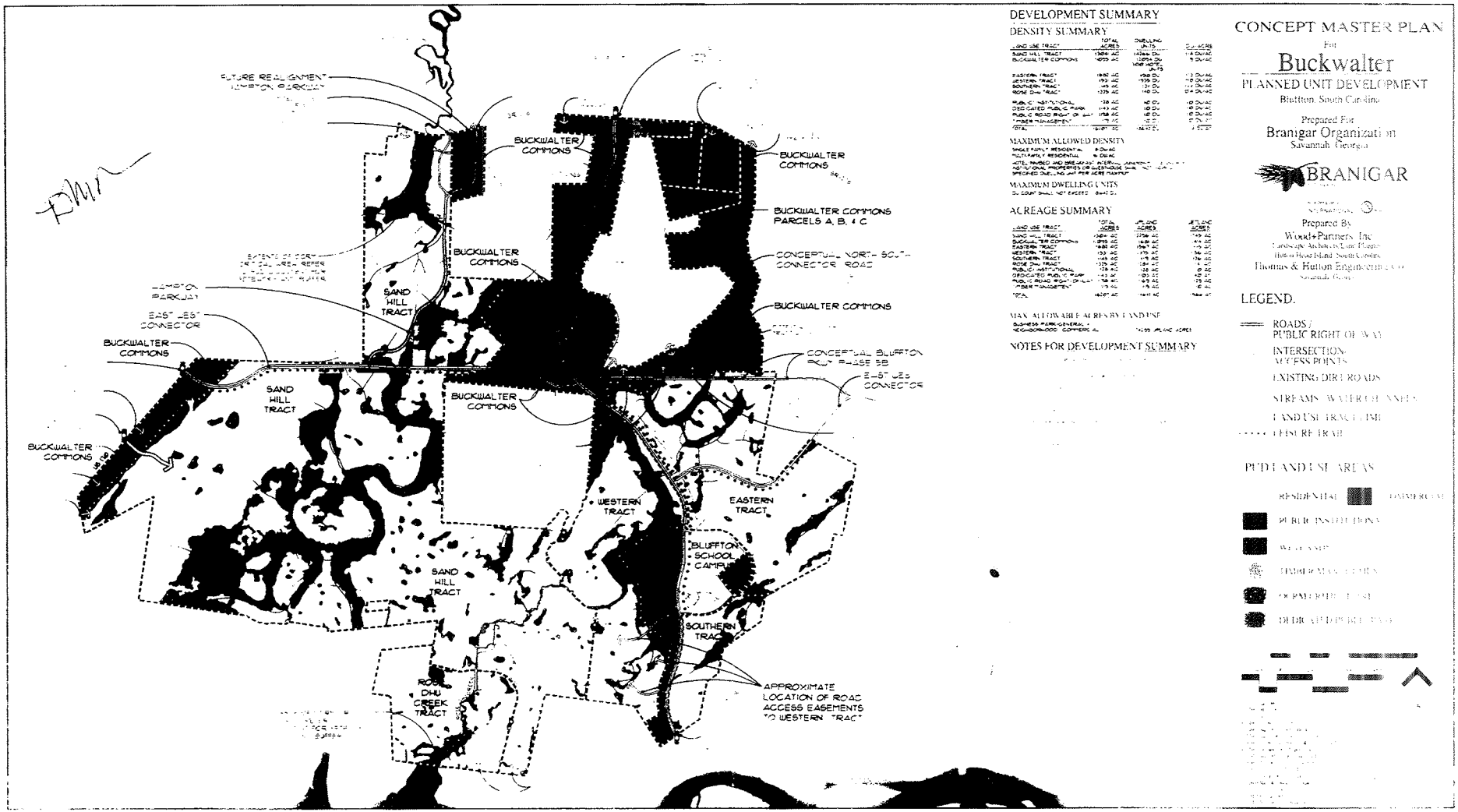
0 400 1200 2000 1000 4000

NORTH

DATE: January 2000
REVISION: March 2000
REVISION: May 2000 - Revisions based on comments from Town/County Commission/Staff review
REVISION: October 2000 - Revisions based on comments from Town/County Commission
REVISION: July 2002 - Property additions to the South DRI Tract
REVISION: August 2002 - Property additions to the South DRI Tract
REVISION: December 2002 - Property additions to South DRI Tract & South Tract [illegible]
REVISION: December 2003 - Property additions to the South DRI Tract
REVISION: May 2004 - Boundary Adjustments
REVISION: July 2004 - Zoning & Text Additions
REVISION: October 2005 - Text Clarifications & additions
REVISION: February 2006 - Zoning & Text Additions
REVISION: July 2007 - Boundary Changes
REVISION: December 2007 - Wilson Tract Text
REVISION: February 2008 - Text Changes
REVISION: December 2011 - Boundary Map Amendments - Schematic Text

Book319/Page2464

Exhibit A


FUTURE REALIGNMENT
HAMPTON PARKWAY
BUCKWALTER COMMONS
BUCKWALTER COMMONS
BUCKWALTER COMMONS PARCELS A, B, & C
BUCKWALTER COMMONS
CONCEPTUAL NORTH-SOUTH CONNECTOR ROAD
SAND HILL TRACT
HAMPTON PARKWAY
EAST-WEST CONNECTOR
BUCKWALTER COMMONS
BUCKWALTER COMMONS
CONCEPTUAL BLUFFTON PKWY PHASE 5B
EAST-WEST CONNECTOR
SAND HILL TRACT
BUCKWALTER COMMONS
BUCKWALTER COMMONS
WESTERN TRACT
EASTERN TRACT
BLUFFTON SCHOOL CAMPUS
SAND HILL TRACT
SOUTHERN TRACT
ROSE DHU CREEK TRACT
APPROXIMATE LOCATION OF ROAD ACCESS EASEMENTS TO WESTERN TRACT
DEVELOPMENT SUMMARY
DENSITY SUMMARY
MAXIMUM ALLOWED DENSITY
MAXIMUM DWELLING UNITS
ACREAGE SUMMARY
NOTES FOR DEVELOPMENT SUMMARY
CONCEPT MASTER PLAN
For
Buckwalter
PLANNED UNIT DEVELOPMENT
Bluffton, South Carolina
Prepared For
Branigar Organization
Savannah, Georgia
BRANIGAR
Prepared By
Woods+Partners, Inc.
Landscape Architecture Planning
Hilton Head Island, South Carolina
Thomas & Hutton Engineering Co.
Savannah, Georgia
LEGEND
ROADS / PUBLIC RIGHT OF WAY
INTERSECTION ACCESS POINTS
EXISTING DIRT ROADS
STREAMS / WATERCOURSES
LAND USE TRACT LINE
LEISURE TRAIL
PUD LAND USE AREAS
RESIDENTIAL
COMMERCIAL
PUBLIC INSTITUTIONAL
WETLANDS
TIMBER MANUFACTURING
OPEN SPACE
DEDICATED PUBLIC PARK

<u>Exhibit M</u>
to Supplement
Current Utility Service Providers
(please see attached)

BEAUFORT – JASPER WATER & SEWER AUTHORITY

6 SNAKE ROAD, OKATIE, SC 29909-3937
Phone 843.987.9200
Customer Service 843.987.9200
Operations & Maintenance 843.987.8046
Engineering 843.987.8065

www.bjwsa.org

Our mission: to inspire trust and enhance public health

ED SAXON, PE, GENERAL MANAGER
843.987.8040 (o) | 843.263.1924 (c)

September 10, 2018

Enmark Stations, Inc.
212 Rankin Street
Savannah, Ga. 31415

Subject: Water and Sewer Availability –Buckwalter Pkwy. TMS R610-030-000-0441-0000 and R600-029-000-0014-00000

Dear Mr. Carroll:

This letter is in response to your request for water and sewer availability for the above referenced parcels.

Please be advised that water and sewer pipelines are available for service on Buckwalter Parkway as well as Lake Point Drive near the intersection with Buckwalter Parkway. Water service is available from a 12" water main and sewer service is available from a 8" force main, which would require a pump station.

Should you have questions or require additional information, please contact me at 987-8021 or lizj@bjwsa.org.

Sincerely,

Liz Jacapraro
New Services Coordinator

DONNA L. ALTMAN
CHAIR

MICHAEL L. BELL
VICE-CHAIR

DONALD A. MANSON
SECRETARY/TREASURER

JIMMY BAKER
DAVID S. LOTT
JAMES N. SCOTT

LORRAINE W. BOND
R. THAYER RIVERS, JR.
DR. WILLIAM SINGLETON

BRANDY M. GRAY
GERALD H. SCHULZE

SCE&G
A SCANA COMPANY

August 21, 2018

Walter J. Nester III
McNair Law Firm
Post Office Drawer 3
Hilton Head Island, S.C. 29928

Re: Parcel A and Parcel B-Buckwalter Parkway

Dear Mr. Nester:

I am pleased to inform you that South Carolina Electric & Gas Company (SCE&G) can provide electric service to the above referenced project. Electric service can be provided in accordance with SCE&G's General Terms and Conditions, other documents on file with the South Carolina Public Service Commission, and the company's standard operating policies and procedures. In order to begin the design process for the project, the following information will need to be provided:

1. Approved street address for the project location.
2. Completed new project information form and owner responsibility checklist (attached).
3. Anticipated timeline for each phase of the project, including a date for when you would like to have temporary construction power and eventually the date you'll need your permanent power.
4. Approved detailed engineered site plan (electronic AutoCAD format) showing the entire layout with property corners, street names, wetlands boundaries, tree survey with barricade plan, project phasing, preferred meter base / electric supply locations, drainage plan, sanitary sewer plan, water system plan, buffer zones, and any existing or additional easements.
5. Approved detailed engineered electrical drawings (electronic AutoCAD format) showing itemized connected loads with totals and riser diagrams.
6. If applicable, a Copy of Army Corps of Engineers approved wetlands delineation letter including referenced site map or letter from Army Corps of Engineers stating no wetlands exist on site.

If you have any questions concerning this project, please do not hesitate to contact me.

Sincerely,

Parks Moss

Project and Account Manager, Sr.

AUTHORIZED SIGNATURE: _____ DATE: _____

TITLE: _____ PHONE: _____

HARGRAY

August 20, 2018

Walter J Nester, III
McNair Law Firm, P.A.
Shelter Cove Executive Park
23-B Shelter Cove Lane, Suite 400
Hilton Head Island, SC 29928

Dear Mr. Nester:

SUBJ: Letter of Intent to Provide Service for: **Enmark Station, Buckwalter Pkwy, Parcel A & B**

Hargray Engineering Services has reviewed the master plan for the above referenced project. Hargray Communications has the ability and intent to serve the above referenced project. Forward to our office a digital copy of the plan that has been approved by the county/town for use with Microstation or AutoCAD. Our office will then include owner/developer conduit requirements on the approved plan and return to your office.

By accepting this letter of intent to serve, you also accept responsibility to forward the requirements and Project Application Form to the owner/developer. The Project Application Form identifies the minimum requirements to be met as follows:

- Commercial buildings – apartments – villas: Minimum 4 inch diameter conduit Schedule 40 (gray electrical) PVC with pull string buried at 24 to 30 inch depth, from the equipment room or power meter location to a point designated by Hargray at the road right-of-way or property line. **Conduits are required from each building site and multiple conduits may apply.**
- Commercial buildings with multiple "units" may require conduit(s) minimum ¾" from main equipment entry point to termination point inside unit. Plenum type ceilings require conduits or flame retardant Teflon wiring to comply with code.
- Hotel or large commercial project requirements would be two (2) 4-inch diameter Schedule 40 PVC underground conduits.
- Equipment rooms to have ¾ inch 4'x8' sheet of plywood mounted on wall to receive telephone equipment.
- A dedicated 110-volt, 20 amp circuit with a four way outlet to power external equipment for the site. For Commercial Application.
- A power ground accessible at equipment room or an insulated #6 from the service panel or power MGN to the backboard.
- Residential wiring requires CAT5E wiring (4 or 6 Pair) twisted wire for Telephone and Data. Industry Standard.
- All interior wiring should be pulled to the area immediately adjacent to the plywood backboard or power meter location. A minimum of 5' of slack is required for terminations.
- CATV inside wiring will be RG6 foil wrapped 66% braid minimum, home run to each outlet.
- A 120 AC 15 A dedicated power outlet is to be located in the service yard to supply AC power to the ONU. Power to the ONU will be provided through a Pull Out Disconnected Switch, manufactured by Square D Company, or equivalent. The Horsepower Rating for the disconnect switch is 240VAC max, 60A, not fusible.

CATV Requirements

Hargray CATV services, requires you to install one 4" Schedule 40 (gray electrical) PVC pipe to a point designated to the road right of way or property line. The "service facilities" are required to be in separate pipes to ensure quality transmission and reception for both facilities.

Any Commercial or Subdivision areas installing pipe as required should extend the pipe 5' (feet) beyond any placed or planned curbed or sidewalk edge for facility access, away from the roadside.

Should there be any changes or additions to the original master plan, this letter will only cover the areas that are shown on the original master plan. All changes or additions would require another Letter of Intent to supply service. All costs incurred by the Telephone/CATV Company resulting from any requested change or failure to comply with minimum requirements shall be borne by the Developer. **Commercial projects require pre-construction meeting with Telco/CATV Company to review requirements.** I am available to discuss these requirements in more detail at your convenience.

Aid in or Aid to Construction may apply to certain projects.

Easements are required prior to installing facilities to your site.

Sincerely,

Frank Mills
Manager, Facility Engineering

Requirement for Letter of Intent to Provide Service

HARGRAY COMMUNICATIONS COMPANY, INC

Engineering Services Construction Application

CONTACT INFORMATION

Project Owner Name:	Enmark Stations Inc.	Phone No.:	912-443-6559 (Doug Carroll)
Address:		City, State, Zip	
Developer Name:	Enmark Stations Inc.	Phone No.:	912-443-6559 (Doug Carroll)
Address:		City, State, Zip	
Project Manager Name:	Ryan Lyle	Phone No.:	843-379-2222
Address:	Andrews Engineering	City, State, Zip	

PROJECT INFORMATION

Project Name/Location	Enmarket Station, Buckwalter PUD				
Proposed Start and Finish Dates	Unknown			Lots	1
No. of Phases	1	Units Per Phase	N/A	Condominium Units	N/A
Comments:				Commercial Sq. Ft.	

REQUIREMENTS INFORMATION

APPLICATION REQUIREMENTS

****Engineering note: Check boxes that apply to applicant.**

Hargray Communications Company Inc must have copies of the following items before we can furnish a "Letter of Intent" and schedule your project.

- ☑ One copy of development or site plans indicating property and/or lot lines, proposed buildings, roads, parking, water, sewer and drainage layout.
- ☑ Digital copy of county/town approved plan.

PROJECT REQUIREMENTS

These must be in place before service can be provided.

- ☑ * Commercial Buildings-Apartments-Villas - Hotels Minimum 4 inch diameter conduit Sch. 40 PVC with pull string buried at 24 to 30 inch depth, from the equipment room or power meter location to a point designated by Hargray at the road right-of- way or property line. **Conduits are required from each building site & multiple conduits may apply.**
- ☑ * Commercial buildings with multiple "units" may require conduit(s) minimum ¾" from main equipment entry point to termination point inside unit. Plenum type ceilings require conduits or flame retardant Teflon wiring to comply with code.
- ☑ A dedicated 110-volt, 20 amp circuit with a four way outlet to power external equipment for the site. For Commercial Application.
- ☑ **Equipment rooms to have ¾ inch 4'X8' sheet of plywood mounted on wall to receive telephone equipment.**
- ☑ **A power ground accessible at equipment room or an insulated #6 from the service panel or power MGN to the backboard.**
- ☑ Residential wiring requires CAT5E wiring (4 or 6 Pair) twisted wire for Telephone and Data (industry standard).
- ☑ **CATV inside wiring will be RG6 foil wrapped 66% braid minimum, home run to each outlet.**
- ☑ *All interior wiring should be pulled to the area immediately adjacent to the plywood backboard or power meter location. A minimum of 5' of slack is required for terminations.*
- ☑ A 120 AC 15 A dedicated power outlet is to be located in the service yard to supply AC power to the ONU. Power to the ONU will be provided through a Pull Out Disconnected Switch, manufactured by Square D Company, or equivalent. The Horsepower Rating for the disconnect switch is 240VAC max, 60A, not fusible.
- ☑ Easements are required.

*** Commercial projects require pre-construction meeting with Telco/CATV Company to review requirements.**

I understand and agree to provide or meet the application and project requirements as stated above and to inform the contractor/builder of these requirements. I understand that if the project design changes or the proposed start date is delayed by nine (9) months or more, that I must submit a new application. All costs incurred by TELCO resulting from any requested change or failure to comply with minimum requirements, shall be borne by the Developer. ***Aid in or Aid to Construction may apply to certain projects.***

8/22/18

Applicant/Representative Date Engineering Services Representative Date

<u>Exhibit N</u>
to Supplement
Resolution of Beaufort County Council
(please see attached)

CERTIFICATE OF RESOLUTION

OF

BEAUFORT COUNTY COUNCIL

Grande' Oaks

a Planned Unit Development

I, Suzanne M. Rainey, Clerk to the Beaufort County Council, do certify that the following documents are taken from the official proceedings of both the Beaufort County Council and the Planning Committee.

BY: Suzanne M. Rainey
Suzanne M. Rainey
Clerk to Council

April 13, 1999
Beaufort, South Carolina

PLANNED UNIT DEVELOPMENT
BY REZONING ACTION
This master plan represents the preliminary plan for development approved by action of the Beaufort County Council as of 3/22/99 as the result of a request for rezoning to PUD status. Any further development action must be consistent with this approved plan.
Charles Fates

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 470-2800
FAX: (843) 470-2751

FRANK BRAFMAN
CHAIRMAN

MARVIN H. DUKES, III
VICE CHAIRMAN

COUNCIL MEMBERS

BARRY W. CONNOR
J.E. "PETE" COVINGTON
MARK D. GENERALES
HERBERT N. GLAZE
DOROTHY P. GNANN
WILLIAM L. MCBRIDE
EVA M. SMALLS
THOMAS C. TAYLOR
LEONARD M. TINNAN

JOHN J. KACHMAR, JR.
COUNTY ADMINISTRATOR

DEPUTY ADMINISTRATORS

MORRIS C. CAMPBELL
THOMAS A. HENRIKSON, CPA
RANDOLPH L. WOOD, JR.

LADSON F. HOWELL
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

April 13, 1999

Mr. and Mrs. Doug Robertson
20 Grande' Oaks
Bluffton, SC 29910

RE: Rezoning

Dear Mr. and Mrs. Robertson:

At its meeting Monday, March 22, 1999, Beaufort County Council approved your request for zoning change in:

> Southern Beaufort County, District 600, Map 29, Parcels 14 and 14G, from Residential Agricultural District to Planned Unit Development.

If Council or Staff may be of further assistance, please let us know.

Sincerely,

John K. Kachmar, Jr.
County Administrator

JKKjr:smr

Attachment: Ordinance 99/6

cc: Planning Director
Zoning and Development Administrator
Tax Assessor

99/6

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AMENDING THE EXISTING OFFICIAL LAND USE ZONING MAPS, DATED APRIL 9, 1990, WHICH ARE PART AND PARCEL OF THE ZONING AND DEVELOPMENT STANDARDS ORDINANCE (90/3).

A. Official Land Use Zoning Map 600-10

Southern Beaufort County, District 600, Map 29, Parcels 14 and 14G, from Residential Agricultural District to Planned Unit Development (Grande' Oaks) (LuEllen and Doug Robertson),

Adopted this 22nd day of March, 1999.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Frank Brafman
Chairman

ATTEST:

_____
Clerk to Council

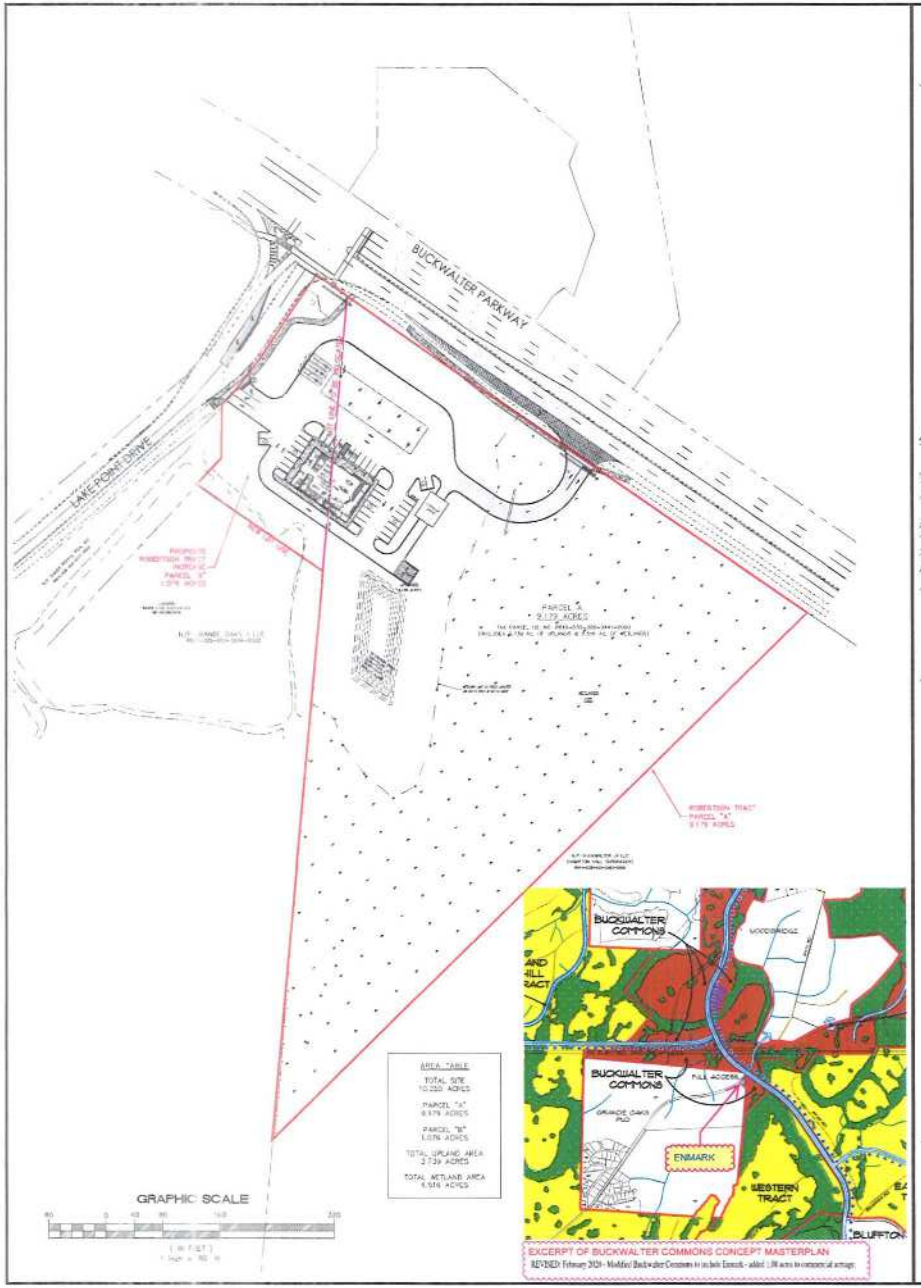
REVIEWED BY:

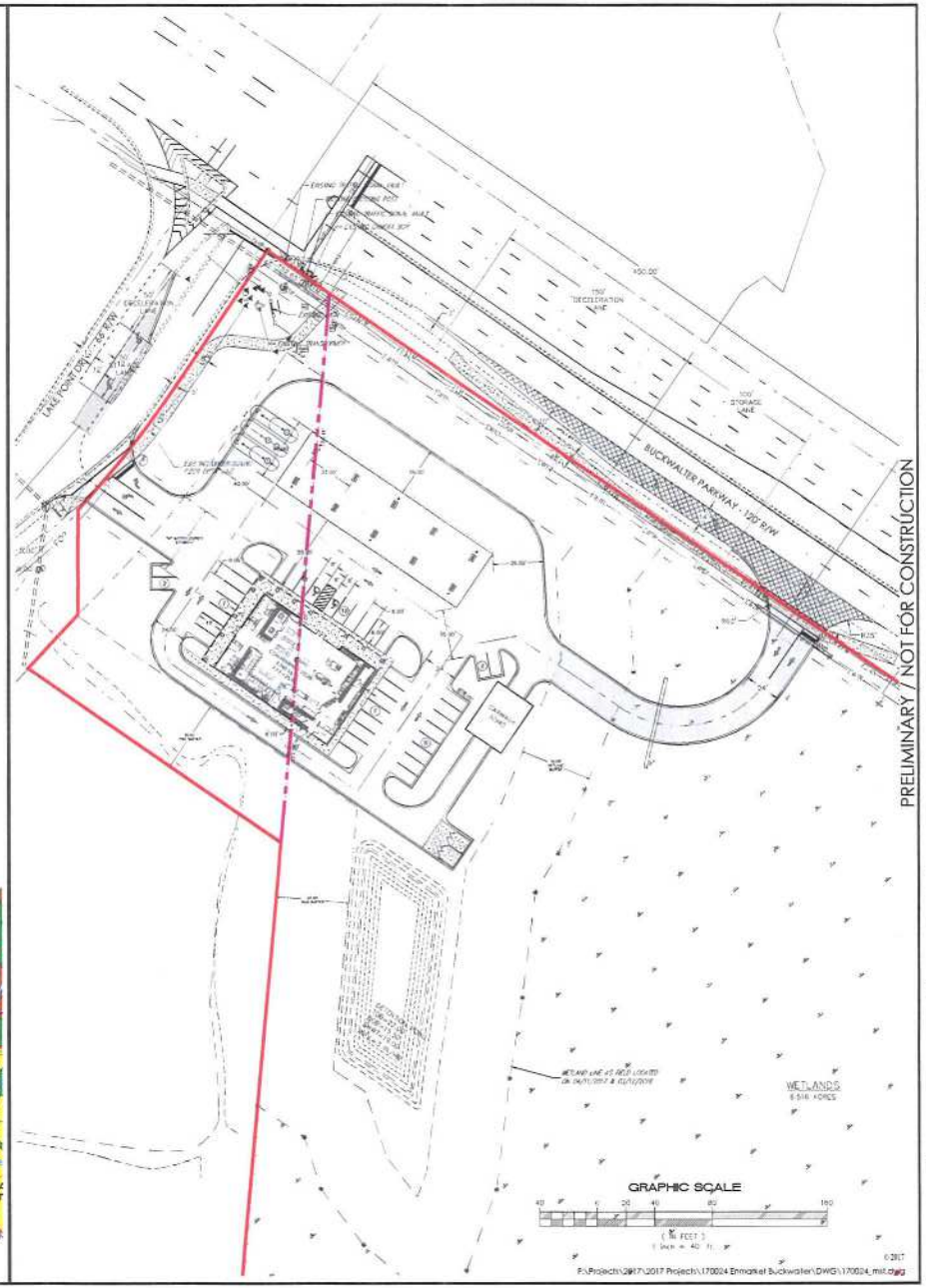
_____
Ladson Howell, County Attorney

First Reading: February 22, 1999
Second Reading: March 8, 1999
Public Hearing: March 22, 1999
Third and Final Reading: March 22, 1999

Amending 90/3

<u>Exhibit O</u>
to Supplement
Master Plan
(please see attached)





PRELIMINARY / NOT FOR CONSTRUCTION

PLAN REVISIONS			
NO.	DESCRIPTION:	DATE:	BY:
1			
2			
3			
4			
5			
6			
7			
8			

THE DESIGNS AND IDEAS PRESENTED IN THESE DRAWINGS ARE THE PROPERTY OF ANDREWS ENGINEERING CO., INC. THE USE OR REPRODUCTION OF THESE PLANS OR THEIR CONTENTS IS STRICTLY PROHIBITED WITHOUT PRIOR WRITTEN CONSENT.

Andrews Engineering & Surveying
2712 Bull Street Suite A
Savannah, GA 31401
843.379.2222
Fax 843.379.2223

Site Development Plan
For
Convenience Store
Buckwalter Parkway
Town of Bluffton
Beaufort County, SC

MASTERPLAN
(BUCKWALTER COMMONS)

Date Drawn:	04/11/2017
Last Revised:	02/17/2020
Drawn By:	K. Lyle
Engineer:	S. Andrews

SHEET #: 1

JOB: 170024

<u>Exhibit P</u>
to Supplement
Proposed Thirteenth Amendment to Development Agreement
and Concept Plan Buckwalter Tract
(please see attached)

Prepared By and After
Recording Return to:
Burr & Forman LLP
Attn: Walter J. Nester, III
23-B Shelter Cove Lane
Hilton Head Island, SC 29928
843-785-2171

STATE OF SOUTH CAROLINA	)	**THIRTEENTH AMENDMENT**
	)	**TO DEVELOPMENT AGREEMENT**
COUNTY OF BEAUFORT	)	**AND CONCEPT PLAN**
	)	**BUCKWALTER TRACT**

THIS THIRTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT AND CONCEPT PLAN (the "**Thirteenth Amendment**") is made and entered into this _____ day of _____, 2020, by and among the Town of Bluffton, South Carolina (the "**Town**") and Grande Oaks II, LLC, a South Carolina limited liability company ("**Grande Oaks II**"), its successor and assigns.

WHEREAS, the Town and SP Forests L.L.C., executed and approved a Development Agreement ("**Development Agreement**"), dated April 19, 2000, and recorded in the Office of the Register of Deeds ("**ROD**") for Beaufort County, South Carolina in Official Record Book 1288 at Page 1, which Development Agreement, as amended, governs the use and development of a tract of land known as the Buckwalter Tract, originally containing approximately 5,680 acres of land, more particularly described in the Development Agreement and amendments thereto; and,

WHEREAS, concurrently with the execution of the Development Agreement, the Town annexed the Buckwalter Tract into the Town boundaries and granted Concept Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and the Concept Plan ("**Concept Plan**") for Buckwalter Tract, adopted April 19, 2000; and,

WHEREAS, subsequent to the execution and approval of the Development Agreement and Concept Plan, the Town has approved twelve (12) amendments to the Development Agreement and Concept Plan as follows:

1. **First Amendment**. Added the 11.721 acre Robertson Tract and no additional Density to the Development Agreement and Concept Plan and was executed on June 21, 2002 and recorded in the ROD in Book 1599 at Page 1149; and

2. **Second Amendment**. Added the 43.48 acre Johnson Tracts as well as 55 Dwelling Units to the Development Agreement and Concept Plan and was

executed on February 4, 2003 and recorded in the ROD in Book 1709 at Page 1440; and

3. **Third Amendment**. Added the 173.62 acre Cypress Lake Tract from the Jones Estate Development Agreement and Concept Plan as well as 600 Dwelling Units and 90 acres of General Commercial Density to the Development Agreement and Concept Plan and was executed on October 10, 2005 and recorded in the ROD in Book 2256 at Page 189; and

4. **Fourth Amendment**. Added the 59.91 acre Rose Dhu Creek Phase III Tract as well as 18 Dwelling Units to the Development Agreement and Concept Plan and was executed on October 10, 2005 and recorded in the ROD in Book 2256 at Page 204; and

5. **Fifth Amendment**. Added the 58.85 acre Graves Tract as well as 58.85 acres of General Commercial Density to the Development Agreement and Concept Plan and was executed on November 2, 2005 and record in the ROD in Book 2305 at Page 410; and

6. **Sixth Amendment**. Added the 2.687 acre Jacoby Tract and no additional Density to the Development Agreement and Concept Plan and was executed on May 10, 2006 and recorded in the ROD in Book 2816 at Page 1746; and

7. **Seventh Amendment**. Added the 6.5 acre University Investments Tract and no additional Density to the Development Agreement and Concept Plan and was executed on January 7, 2008 and recorded in the ROD in Book 2671 at Page 2250; and

8. **Eighth Amendment**. Added 324 Dwelling Units through Transfer of Development Rights Permit for Buckwalter Place Initial Master Plan to the Development Agreement and Concept Plan and was executed on November 6, 2007 and recorded in the ROD in Book 2823 at Page 384; and

9. **Ninth Amendment**. Added the 163 Willow Run Tract, the reallocation of Land Uses for the Northern Tract, as well as 260 Dwelling Units and 162 acres General Commercial Density to the Development Agreement and Concept Plan and was executed on February 25, 2008 and recorded in the ROD in Book 2724 at Page 1787; and

10. **Tenth Amendment**. Added the 9.18 acre Robertson Site and added 9.18 acres of General Commercial Density to the Development Agreement and amended the Concept Plan by re-designating the Robertson Site as additional Buckwalter Commons Tract and was executed on February 10, 2012 and recorded in the ROD in Book 3119 at Page 2458; and

11. **Eleventh Amendment**. Approved changes in permitted use for the Buckwalter Commons Connector Tract and redesignated a portion of the Sandhill

Tract as Buckwalter Commons Tract and added an additional 70 acres of Commercial Density was executed on April 10, 2013 and recorded in Book 3231 at Page 3176; and

12. **Twelfth Amendment**. Added the 61.093 acre Saint Gregory the Great Tract and added 61.093 acres of Mixed Use Density to the Development Agreement and Concept Plan and was executed on _____, 2020 and recorded in the ROD in Book ____ at Page_____.

WHEREAS, the Robertson Site is bounded to the northwest by that certain 127.950 acre parcel of unimproved real property bearing Beaufort County Tax Property Identification Number of R600 029 000 0014 0000 and owned by Grande Oaks II, LLC (the "**Grande Oaks II Tract**"); and,

WHEREAS, Grande Oaks II is subject to a contract of sale to sell a 1.076 acre portion of the Grande Oaks II Tract (hereinafter "Parcel B"), as more fully described on Exhibit "A" attached hereto, in order to provide, among other matters, access to Lake Point Drive from the Robertson Site for the planned development thereof; and,

WHEREAS, Grande Oaks II and the Town desire that Parcel B be annexed into the Town under the Development Agreement and Concept Plan together with the Development Rights described herein so that Parcel B shall be fully integrated into and developed and used under and pursuant to the Development Agreement and Concept Plan.

NOW, THEREFORE, in consideration of the aforesaid premise, the promises, covenants and conditions herein described, and all other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Town and Grande Oaks II do hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference thereto.

2. Development Agreement Amendment. The Development Agreement, as amended, is hereby further amended to add Parcel B to the legal description of the real property subject to the Development Agreement and hereinafter Parcel B shall be subject to the terms, conditions, benefits and burdens of the Development Agreement as if Parcel B was initially included in the legal description and a part of the Development Agreement when first adopted.

3. Land Use Designation/Density. Parcel B is hereby added to the Concept Plan and designated as 1.076 acres of the Robertson Site. Development of Parcel B shall be governed by the Zoning Regulations, as defined in the Development Agreement and by the Concept Plan and the density allocated thereto shall be 1.076 acres of General Commercial. Further the density under the Concept Plan is hereby increased by 1.076 acres of Commercial Density with such increase allocated to Parcel B being "General Commercial".

4. Consistency with the Comprehensive Plan. The Town confirms that the matters contained herein are consistent with the Comprehensive Plan of the Town of Bluffton and consistent with long range planning for the Town, wetland protection, and other planning goals.

5. Binding Agreement. This Eleventh Amendment to the Development Agreement and Concept Plan shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

6. Miscellaneous. Except as expressly modified hereby, and as previously modified of record, the Development Agreement and Concept Plan for the Buckwalter Tract shall continue in full force and effect. By its signature below, Owner consents to this Amendment to the Development Agreement and Concept Plan to include the 1.076 acres identified as Parcel B.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the day first above written.

WITNESSES:

GRANDE OAKS II, LLC
a South Carolina limited liability company

_____

By: _____

_____

Its: _____

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____the undersigned Notary Public, do hereby certify that _____ on behalf of Grande Oaks II, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of _____, 2020.

_____ (SEAL)
Signature of Notary Public
Notary Public for _____
My commission expires: _____

WITNESSES:

TOWN OF BLUFFTON,
SOUTH CAROLINA

_____

By: _____

_____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, _____the undersigned Notary Public, do hereby certify that _____, as _____ of the Town of Bluffton, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of _____, 2020.

_____ (SEAL)
Signature of Notary Public
Notary Public for: South Carolina
My commission expires: _____

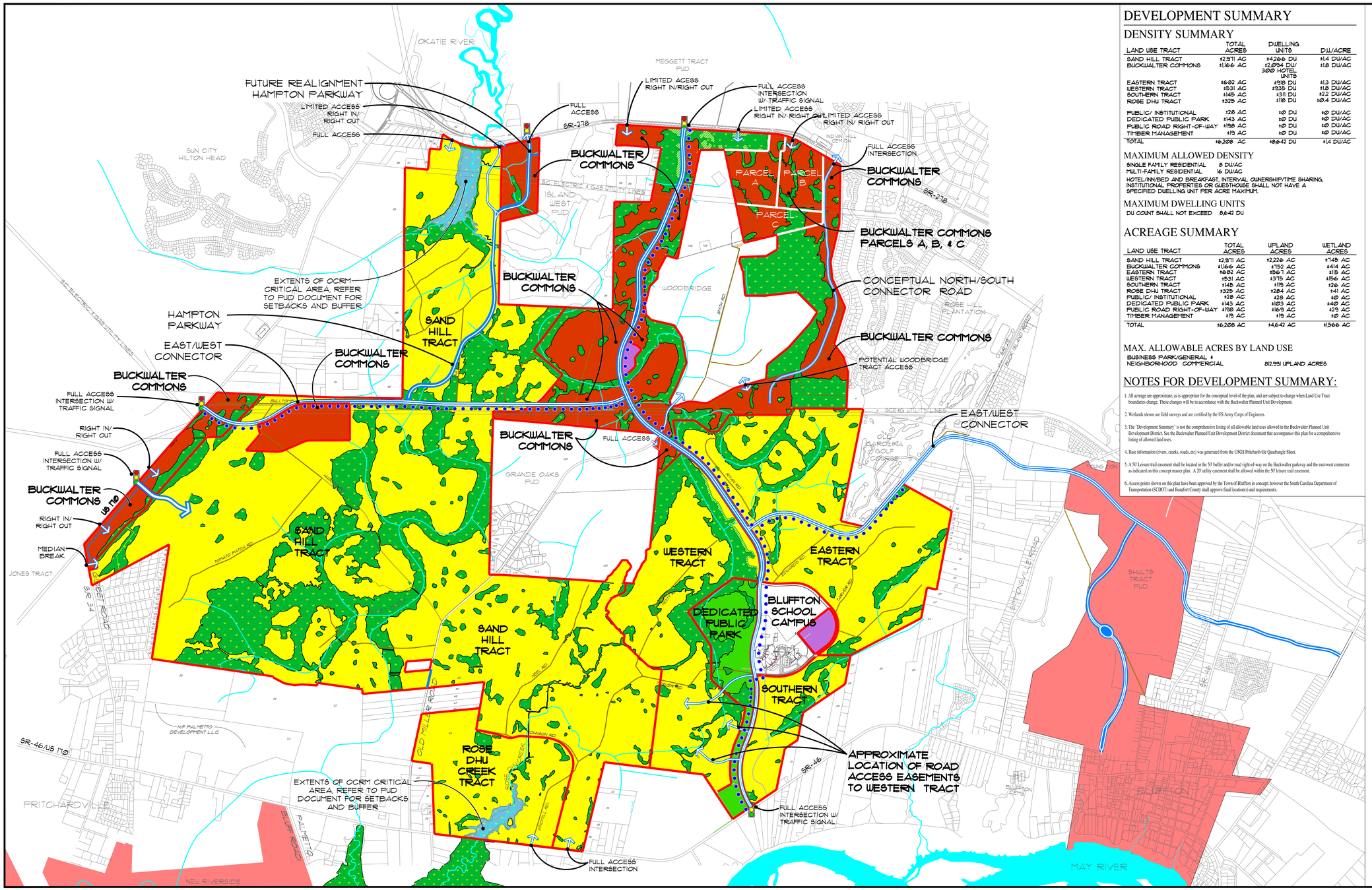
EXHIBIT "A"

Parcel B

ALL that piece, parcel, and tract of land shown and described as Parcel B containing approximately 1.076 acres and as more fully shown on a plat entitled "Wetland Survey of 10.255 Acres, Buckwalter Parkway Formerly Known as Robertson Site Formerly a Portion of Buckwalter Tract," prepared by Surveying Consultants.

TMS #: R600 029 000 0014 0000 (a portion of)

<u>Exhibit Q</u>
to Supplement
Concept Master Plan for Buckwalter Planned Unit Development
(please see attached)



DEVELOPMENT SUMMARY

DENSITY SUMMARY

LAND USE TRACT	TOTAL ACRES	DWELLING UNITS	DU/ACRE
SAND HILL TRACT	±2,971 AC	±4,266 DU	±1.4 DU/AC
BUCKWALTER COMMONS	±1,166 AC	±2,034 DU/ 300 HOTEL UNITS	±1.8 DU/AC
EASTERN TRACT	±682 AC	±918 DU	±1.3 DU/AC
WESTERN TRACT	±531 AC	±935 DU	±1.8 DU/AC
SOUTHERN TRACT	±145 AC	±311 DU	±2.2 DU/AC
ROSE DHU TRACT	±325 AC	±118 DU	±0.4 DU/AC
PUBLIC/ INSTITUTIONAL	±28 AC	±0 DU	±0 DU/AC
DEDICATED PUBLIC PARK	±143 AC	±0 DU	±0 DU/AC
PUBLIC ROAD RIGHT-OF-WAY	±138 AC	±0 DU	±0 DU/AC
TIMBER MANAGEMENT	±19 AC	±0 DU	±0 DU/AC
TOTAL	±6,208 AC	±8,642 DU	±1.4 DU/AC

MAXIMUM ALLOWED DENSITY

SINGLE FAMILY RESIDENTIAL 8 DU/AC
MULTI-FAMILY RESIDENTIAL 16 DU/AC

HOTEL/INN/BED AND BREAKFAST, INTERVAL OWNERSHIP/TIME SHARING, INSTITUTIONAL PROPERTIES OR GUESTHOUSE SHALL NOT HAVE A SPECIFIED DWELLING UNIT PER ACRE MAXIMUM.

MAXIMUM DWELLING UNITS

DU COUNT SHALL NOT EXCEED 8,642 DU

ACREAGE SUMMARY

LAND USE TRACT	TOTAL ACRES	UPLAND ACRES	WETLAND ACRES
SAND HILL TRACT	±2,971 AC	±2,226 AC	±745 AC
BUCKWALTER COMMONS	±1,166 AC	±752 AC	±414 AC
EASTERN TRACT	±682 AC	±567 AC	±115 AC
WESTERN TRACT	±531 AC	±375 AC	±156 AC
SOUTHERN TRACT	±145 AC	±119 AC	±26 AC
ROSE DHU TRACT	±325 AC	±284 AC	±41 AC
PUBLIC/ INSTITUTIONAL	±28 AC	±28 AC	±0 AC
DEDICATED PUBLIC PARK	±143 AC	±103 AC	±40 AC
PUBLIC ROAD RIGHT-OF-WAY	±138 AC	±109 AC	±29 AC
TIMBER MANAGEMENT	±19 AC	±19 AC	±0 AC
TOTAL	±6,208 AC	±4,642 AC	±1,566 AC

MAX. ALLOWABLE ACRES BY LAND USE

BUSINESS PARK/GENERAL & NEIGHBORHOOD COMMERCIAL 812.931 UPLAND ACRES

NOTES FOR DEVELOPMENT SUMMARY:

1. All acreage are approximate, as is appropriate for the conceptual level of the plan, and are subject to change when Land Use Tract boundaries change. These changes will be in accordance with the Buckwalter Planned Unit Development.

2. Wetlands shown are field surveys and are certified by the US Army Corps of Engineers.

3. The "Development Summary" is not the comprehensive listing of all allowable land uses allowed in the Buckwalter Planned Unit Development District. See the Buckwalter Planned Unit Development District document that accompanies this plan for a comprehensive listing of allowed land uses.

4. Base information (rivers, creeks, roads, etc) was generated from the USGS Pritchardville Quadrangle Sheet.

5. A 50' Leisure trail easement shall be located in the 50' buffer and/or road right-of-way on the Buckwalter parkway and the east-west connector as indicated on this concept master plan. A 20' utility easement shall be allowed within the 50' leisure trail easement.

6. Access points shown on this plan have been approved by the Town of Bluffton in concept; however the South Carolina Department of Transportation (SCDOT) and Beaufort County shall approve final location(s) and requirements.

CONCEPT MASTER PLAN

For:

Buckwalter

PLANNED UNIT DEVELOPMENT

Bluffton, South Carolina

Prepared For:

Branigar Organization
Savannah, Georgia

BRANIGAR
The Branigar Organization, Inc.

A company of INTERNATIONAL PAPER

Prepared By:

Wood+Partners, Inc.
Landscape Architects/Land Planners
Hilton Head Island, South Carolina

Thomas & Hutton Engineering Co.
Savannah, Georgia

LEGEND:

- ROADS / PUBLIC RIGHT-OF-WAY
- INTERSECTION/ ACCESS POINTS
- EXISTING DIRT ROADS
- STREAMS / WATER CHANNELS
- LAND USE TRACT LIMIT
- LEISURE TRAIL

PUD LAND USE AREAS

- RESIDENTIAL
- COMMERCIAL
- PUBLIC/INSTITUTIONAL
- WETLANDS
- TIMBER MANAGEMENT
- OCRM CRITICAL AREA
- DEDICATED PUBLIC PARK

MILEAGE 0 1/2 1

0 600 1200 2400 3600 4800

NORTH

DATE: January 2000
REVISED: March 2000
REVISED: Sept. 2001 - To establish final alignment for East-West Connector (Bluffton Pkwy.)
REVISED: October 2001 - To provide leisure trail along East / West Connector
REVISED: May 2002 - Property addition to the Sand Hill Tract
REVISED: August 2002 - Property addition to the Sand Hill Tract
REVISED: October 2004 - Property addition to Sand Hill Tract & Buckwalter Commons
REVISED: December 2004 - Property addition to the Sand Hill Tract
REVISED: May 2005 - Hampton Parkway addition
REVISED: July 2005 - Graves Tract Addition
REVISED: October 2005 - Rose Dhu Phase 3 addition
REVISED: January 2006 - Jacoby addition
REVISED: May 2007 - Buckwalter Commons
REVISED: November 2007 - Willow Run Tract
REVISED: February 2008 - Unit Counts
REVISED: March 23, 2009 C-1 278 Parcel
REVISED: November 2011 - Buckwalter 10th Amendment - Robertson Site
REVISED: February 2012 - Modified Bluffton Parkway Phase 5B Alignment
REVISED: October 2012 - Modified Sand Hill Tract/Buckwalter Commons Connector Tract to add 70 Acres into Buckwalter Commons
REVISED: February 2020 - Modified Buckwalter Commons to include Emmark - added 1.08 acres to commercial acreage.

BURR FORMAN McNAIR

External Memorandum

To: **Heather L. Colin, AICP**

From: **Walter J. Nester, III**

Date: **February 27, 2020**

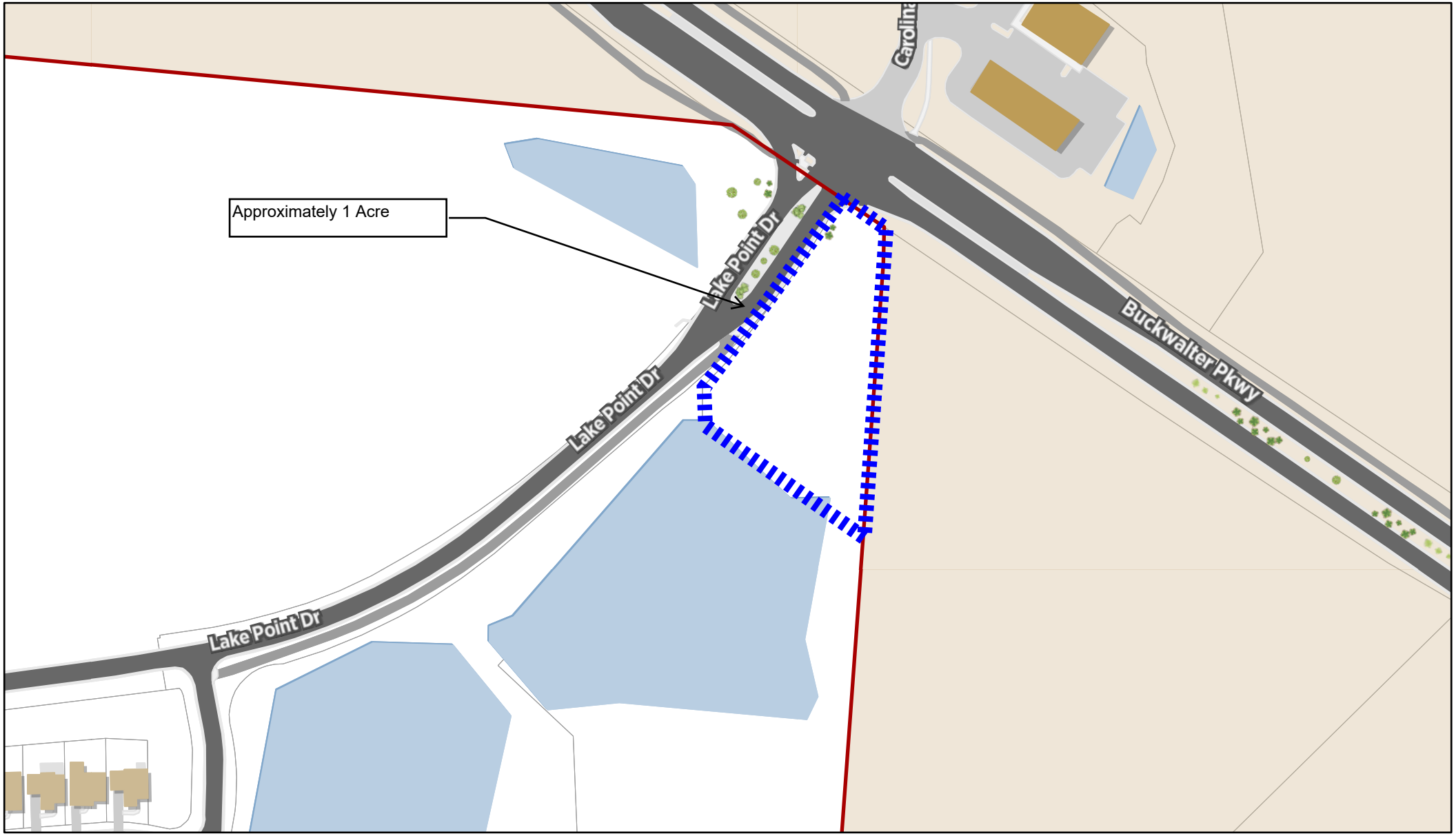
RE: **Enmark Stations Inc. - Annexation of 1.076 acre parcel into Town of Bluffton**

Heather:

Attached with the electronic copy of this correspondence is the application of Enmark Stations Inc. ("**Enmark**"), concerning a 1.076 acre portion of real property located in Beaufort County proposed to be annexed into the Town of Bluffton. Joining in this application is the owner of the adjacent parcel already in the Town and in the Buckwalter Planned Unit Development known as the Robertson Site. In our discussions with Staff it was discovered that during the annexation of the Robertson Site which included a PUD and Concept Plan Amendment as well as an amendment to the Buckwalter Development Agreement, no Master Plan was approved. We understand the intent was that the Robertson Site would be added to the Master Plan for Buckwalter Commons. The owner of the Robertson Site is Grande Oaks, LLC and the owner of the 1.076 acre parcel is owned by Grande Oaks II, LLC, an affiliate of the owner of the Robertson Site.

WJN:jls

Intent to Annex



6/11/2020, 9:36:16 AM

Info Layer

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Attachment 3

TOWN OF BLUFFTON - BEAUFORT COUNTY - SOUTH CAROLINA

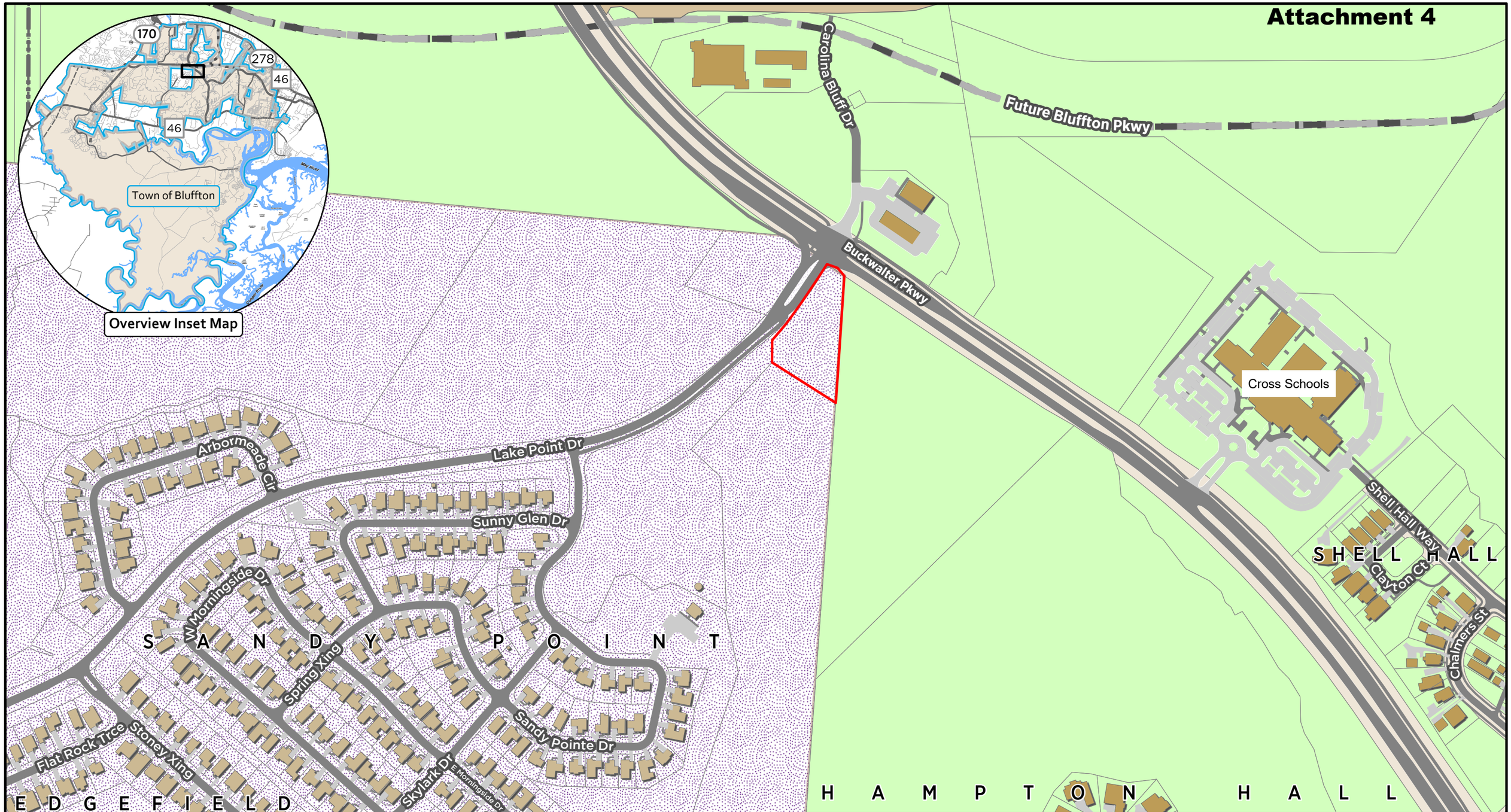
LAKE POINT DRIVE ANNEXATION

0 80 160 320 480 Feet

N W E S

Ryan J. Coleman, GISP
Date: 7/1/2020

Attachment 4



Legend

Portion of R600 029 000 0014 0000

Bluffton Zoning Districts

Planned Unit Development

Beaufort County Zoning

Existing Planned Unit Development

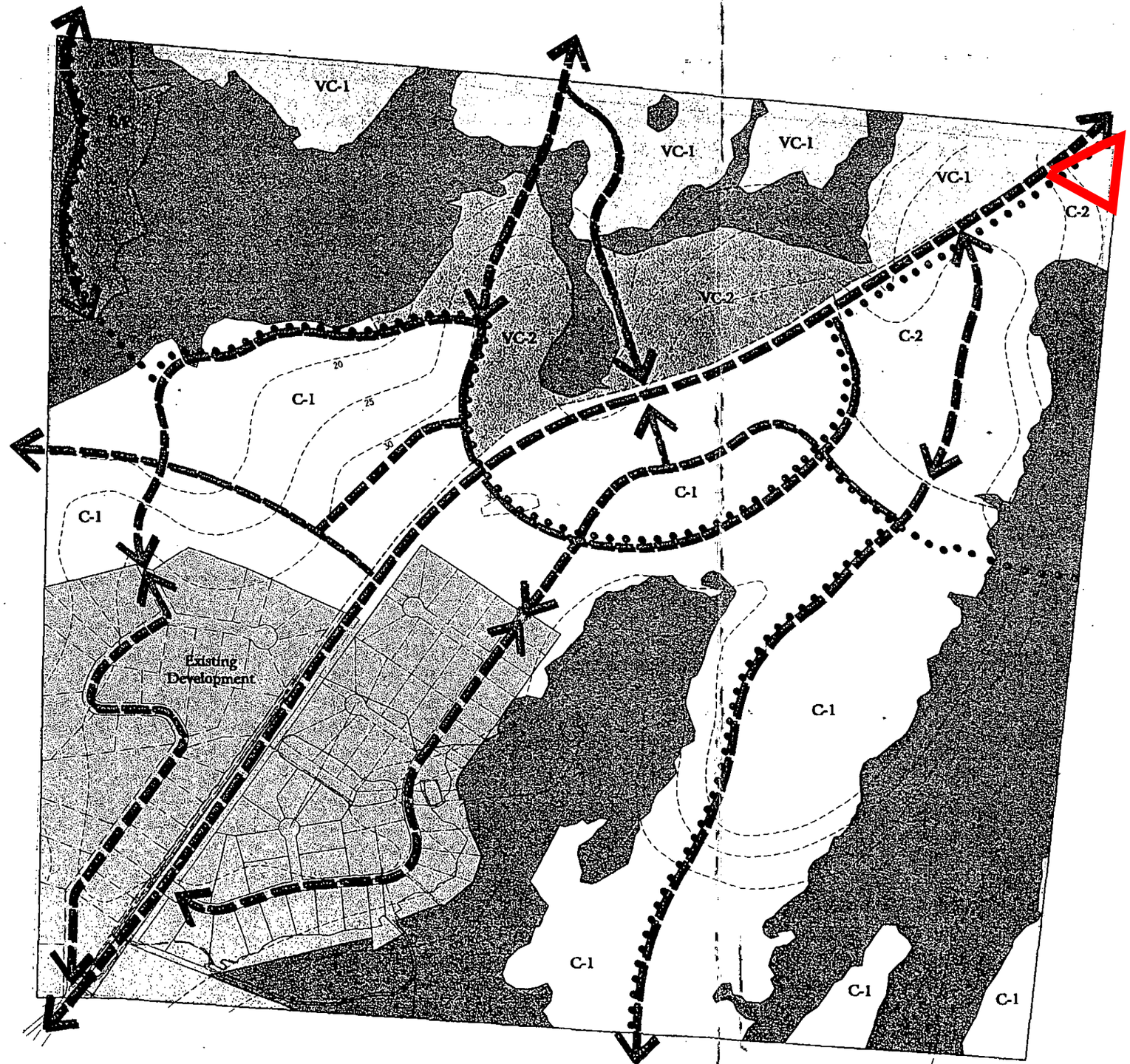
TOWN OF BLUFFTON - BEAUFORT COUNTY - SOUTH CAROLINA

LAKE POINT DRIVE ANNEXATION

0 87.5 175 350 525 Feet

N W E S

Ryan J. Coleman, GISP
Date: 7/1/2020



Grandé Oaks

Beaufort County, South Carolina

MASTER PLAN

CONSULTANTS:

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

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

Environmental
SABINE AND WATERS
Summerville, South Carolina

PROPOSED PUD LAND USE, DENSITY AND ACREAGE

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

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

NORTH

SCALE 0 200' 400' 600'

September 29, 1998

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

EXHIBIT H

Attachment 6

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	**Town of Bluffton**
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Agriculture		
Tree farm, timber area, or forest management area.	---	P
Silviculture.	---	P
Farm or establishment for the growing, care and harvesting of field crops and vegetables, but not including processing and packing of such products nor the commercial raising, care, or processing of poultry, cattle, swine, goats, or sheep.	---	P
Game Management.	---	P
Civic/ Institutional		
Assisted Care Units used to establish a Certificate of Need (CON)	---	P
Assisted living facilities, nursing homes and congregate care facilities	---	P
Cemeteries provided that such use does not include a funeral home or crematorium.	---	P
Churches, synagogues, temple and other places of worship	---	P
Civic, cultural, municipal, governmental, educational (public or private), conference centers, research or other similar facilities which may include housing for staff, faculty and professionals and may include student housing and employee dormitories	---	P
Public emergency service facilities, library, museum, day care facilities, social/community centers, etc.	---	P
Governmental post office	---	C
Library.	---	P
Museum.	---	P
Offices for governmental or institutional purposes.	---	P
Commercial, Retail, Services, Offices, and Light Industrial		
Accessory uses customarily appurtenant to a permitted or conditional use.	---	P
Animal hospital, veterinary clinic or kennel	---	C
Antique store	---	P
Appliance, radio, television store or repair shop	---	P
Art supply store	---	P
Assembly of electronic components and accessories	---	C
Assembly of wooden containers; household wooden furniture; wood office furniture; partitions, shelving, lockers and store fixtures; cabinet work; and custom carpentering	---	C
Auto accessory store	---	C
Automobile carwash, laundry or washateria	---	C
Automobile garage for the repair and servicing of vehicles	---	C
Automobile service station	---	C
Bakery provided that goods baked on the premises are primarily sold at retail only	---	C
Bank or financial institution	---	C
Barber ship, beauty shop, or combination thereof.	---	P
Bicycle repair and sales shop	---	P
Book, magazine, newspaper shop	---	P
Brooms, brushes, and combs; fasteners, buttons, needles and pins manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Bulk storage of petroleum or other flammable, volatile or hazardous materials	---	C

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Business involving the rendering of personal services other than an automobile laundry, or an automobile repair garage.	---	P
Cameras and other photographic equipment excluding film and chemicals manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Campgrounds	---	C
Candy store	---	P
Carpentry workshop or cabinet making/wood furniture operation	---	C
Clothing store	---	P
Clothing tailoring operation including retail custom and repair work only.	---	C
Club, lodge, union hall or social center.	---	P
Club; business or civic association.	---	P
Cold storage plant	---	C
Commercial parking lot for passenger automobiles excluding use of lot for overnight sleeping.	---	P
Commercial recreation facility, specifically including billiard parlor and theater.	---	P
Commercial, recreation or vocational school.	---	P
Computers, computer components, and computer accessories including, but not limited to: printed circuit boards, semiconductors, terminals, printers, storage devices, peripheral equipment, and software manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Conference center, retreat house.	---	P
Contractor's office	---	C
Customary home occupations	---	C
Delicatessen, restaurant, soda fountain or other eating and/or drinking establishments	---	C
Dressmaker, seamstress, tailor	---	P
Drug store or pharmacy	---	P
Dry cleaning establishment for pick up and drop off service only (excluding dry cleaning on the premises).	---	C
Dry cleaning or laundry pickup agency provided that any laundering, cleaning or pressing done on the premises involves only articles delivered to the premises by individual customers.	---	C
Dry cleaning self-service and/or laundry self- service facility.	---	P
Eating and/or drinking establishment.	---	P
Electrical and electronic components and systems for office and consumer use including, but not limited to: audio and video equipment, television sets, radios, telephones, telegraphs, and calculating machines manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Electronic capacitors, coils, connectors, and resistors for small office and consumer products; electron tubes manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Florist shop	---	P
Fruit, nut and/or vegetable store	---	P
Games, toys, dolls, figurines, and stuffed animals; small curios, novelty items, and tourist souvenirs manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Gift or curio shop	---	P
Grocery store	---	P
Hand held firearms excluding ammunition manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Handicrafts workshop or fine arts studio.	---	P
Hardware store	---	P
Hobby and/or toy shop	---	P
Horticultural nursery.	---	P
Insurance agency	---	P
Jewelry and watch repair shop	---	P
Junk yards, auto salvage yards, and outdoor storage of vehicles	---	C
Laboratory for research, development, experimentation or testing; or biotechnology operation provided there is no activity exceeding Biosafety Level II and no use of recombinant DNA.	---	C
Light assembly or fabrication	---	C
Lighting fixtures, fans, lamp bulbs and tubes manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Lightweight metal or plastic furniture; drafting equipment; writing, drawing, and marking implements manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Locksmith or gunsmith	---	P
Magnetic and optical recording media, audio/video tapes and disks manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Materials for fiber optic processes manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Meat, fish, and/or poultry shop	---	C
Medical, dental, or chiropractic office, clinic and/or laboratory.	---	P
Medical, surgical, and dental instruments; optical and opthalmic instruments, lenses, and eyeglasses; orthopedic and prosthetic appliances manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Millinery or hat shop	---	P
Mini-warehouse facilities	---	C
Model Home Sales Center	P	P

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Motion picture studio and/or video commercial preparation; FAX machine services and distribution, photographic, optical goods, watches/clocks assembly and distribution	---	C
Music store and/or record shop	---	P
Needlecraft companies involved in the making of clothing from broad and narrow woven fabrics and other small wares including cotton, man-made fibers, silk and wool; knit goods, yarn, and lace goods; men's, youth's and boy's suits, coats and overcoats; men's, youth's and boy's furnishings, work clothing, and allied garments; women's, misses', juniors', girls', children's and infant's outwear and undergarments; dress and work gloves; robes and dressing gowns; raincoats made of cloth or canvas; canvas products; curtains and draperies	---	P
Newspaper publishing plant	---	C
Office building and/or office for government, business professional or general purposes	---	P
Office supply and equipment store	---	P
Offices for business use including, but not limited to: insurance, real estate, travel, and advertising agencies; business consulting.	---	P
Offices for general administrative functions including operations management, sales and marketing, clerical service, personnel management, accounting/finance, data processing, and design/engineering.	---	P
Offices for professional use including, but not limited to: accounting, architecture, engineering, surveying, law, medicine, chiropractic, and dentistry.	---	P
Off-street commercial parking or garage.	---	P
Package liquor store	---	P
Pet shop	---	C
Photocopying, typesetting, or stripping operation; bindery.	---	P
Photographic and camera supply and service store	---	P
Photographic studio	---	P
Precision instruments and gauges used for measuring, testing, control, display, and analysis; precision instruments used for communications, search, detection, navigation, and guidance.	---	P
Printing, lithography, and gravure	---	C
Private or semiprivate club, lodge, union hall or social center.	---	P
Radio and/or television station	---	P
Radio or television studio excluding telecommunications tower.	---	P
Real estate agency	---	P
Restaurant	---	C
Retail, wholesale or storage business involving the sale of merchandise on the premises; except those uses which involve open yard storage.	---	P
School offering instruction in art, music, dancing, drama, or similar cultural activity.	---	P
School or day care center.	---	P
Seafood or shellfish packaging and processing	---	C
Shoe store	---	P

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Small office supplies and machines suitable for sale in stationery store; household cooking equipment manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Sporting and athletic goods; musical instruments; hand-held tools; lawn and garden equipment manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Telecommunications tower	---	C
Telegraph office	---	P
Temporary office and/or storage building during a project involving construction but not to be used as a dwelling with the removal of same within 30 days upon project completion.	---	P
Temporary storage of construction materials during the construction process provided the materials are removed within 30 days after project completion.	---	P
Textile, fabric or apparel operation specifically including woven fabric mill, knitting mill, yarn and thread mill, and cut and sew operation manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	C
Trade shop or tool and die shop	---	C
Vending machines; signs and advertising specialties manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Warehouse, wholesale, or distribution operation.	---	C
Watches, clocks, meters, scales and other counting and timing devices manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	C
Workshop for building trade other than carpentry	---	P
Community Recreation		
Communitiy recreation facilities including parks; Lawn Games such as bocci, croquet, volleyball, etc.; Multi-use fields; offices/administrative buildings, Golf cart storage barn and maintenance facilities, accessory structures, Golf learning and practice facilities, equestrian facilities includingb barns, paddocks, stables, riding rinks, bridle trails, and equestrian learning/teaching facilities, Leisure Trails and Bike Trails	P	P
Community Recreation service facilities including Public and/or Private Clubhouses, Pro shops, Snack Bars, Grills, Restaurants and Lounges associated with clubhouses, and ancillary uses associated with community recreation facilities such as craft centers, fitness centers, etc.	P	P
Neighborhood Parks.	P	P
Playgrounds.	P	P
Recreational Building including but not limited to uses such as indoor recreation, meeting, assembly, banquet, fitness and hobby space.	P	P
Swimming Pools, Pool Bath Houses and Gazebos.	P	P
Tennis Courts.	P	P

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	**Town of Bluffton**
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Unlighted, regulation size or par-three golf course.	---	P
Lodging		
Hotel, bed and breakfast inns, and motels.	---	P
Maintenance of Buckwalter Common and Recreational properties		
Maintenance facilities specifically for the maintenance of Buckwalter common and recreational properties including offices; shops for woodwork, metalwork and painting; fuel storage; storage of chemicals and bulk materials as permitted by law; mulching facility and storage; greenhouses, plant propagation areas and holding yards; vehicle maintenance; and storage of vehicles and parts, boats, recreational vehicles and resident storage units	---	P
Open Space		
Boardwalks, trails, bridges and other permitted structures.	P	P
Conservation areas.	P	P
Disposal of reclaimed water as permitted by SCDHEC.	P	P
Forests, wildlife preserves/corridors, conservation areas and greenbelts.	P	P
Garden plots.	P	P
Lagoons, ponds, impoundments, lakes and effluent disposal areas.	P	P
Landscaped areas.	P	P
Open space and buffers.	P	P
Passive public park.	P	P
Pedestrian/bicycle trails.	P	P
Perimeter buffers.	P	P
Public or private, regulation or par three golf courses including ancillary facilities such as golf learning centers, practice facilities and support facilities.	P	P
Recreation areas including, swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, gardens, etc.	P	P
Saltwater and freshwater wetlands including buffers.	P	P
Setbacks Buffers	P	P
Stormwater collection, treatment and detention.	P	P
Stormwater Management Lagoons.	P	P
Residential		
Multi-Family	P	P
Recreational vehicle parks	---	C
Single-Family Attached	P	P
Single-Family Detached	P	P
Roads		
Roads	P	P
Arterial streets and primary access roads.	P	P
Utilities		
Broad band multi-use transmission lines.	P	P
Cable television facilities.	P	P
Central telephone facilities.	P	P

Comparison of Current Beaufort County and Proposed Town of Bluffton Zoning District Land Uses

Legend: Permitted (P), Conditional (C), Not included as a specific use for the jurisdiction (---)

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	**Town of Bluffton**
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Communication towers.	P	P
Fiber-optic lines.	P	P
Irrigation	P	P
Natural Gas Supply	P	P
Potable water supply and distribution.	P	P
Power substations.	P	P
Power transmission and distribution.	P	P
Public utility facility including substation, switching station, telephone exchange, pump station, water tower or fire tower.	P	P
Satellite antennas.	P	P
Solid waste transfer facility, site and accessory uses, including a recycling center	---	C
Telephone facilities.	P	P
Wastewater collection, treatment and disposal.	P	P
Water Supply.	P	P

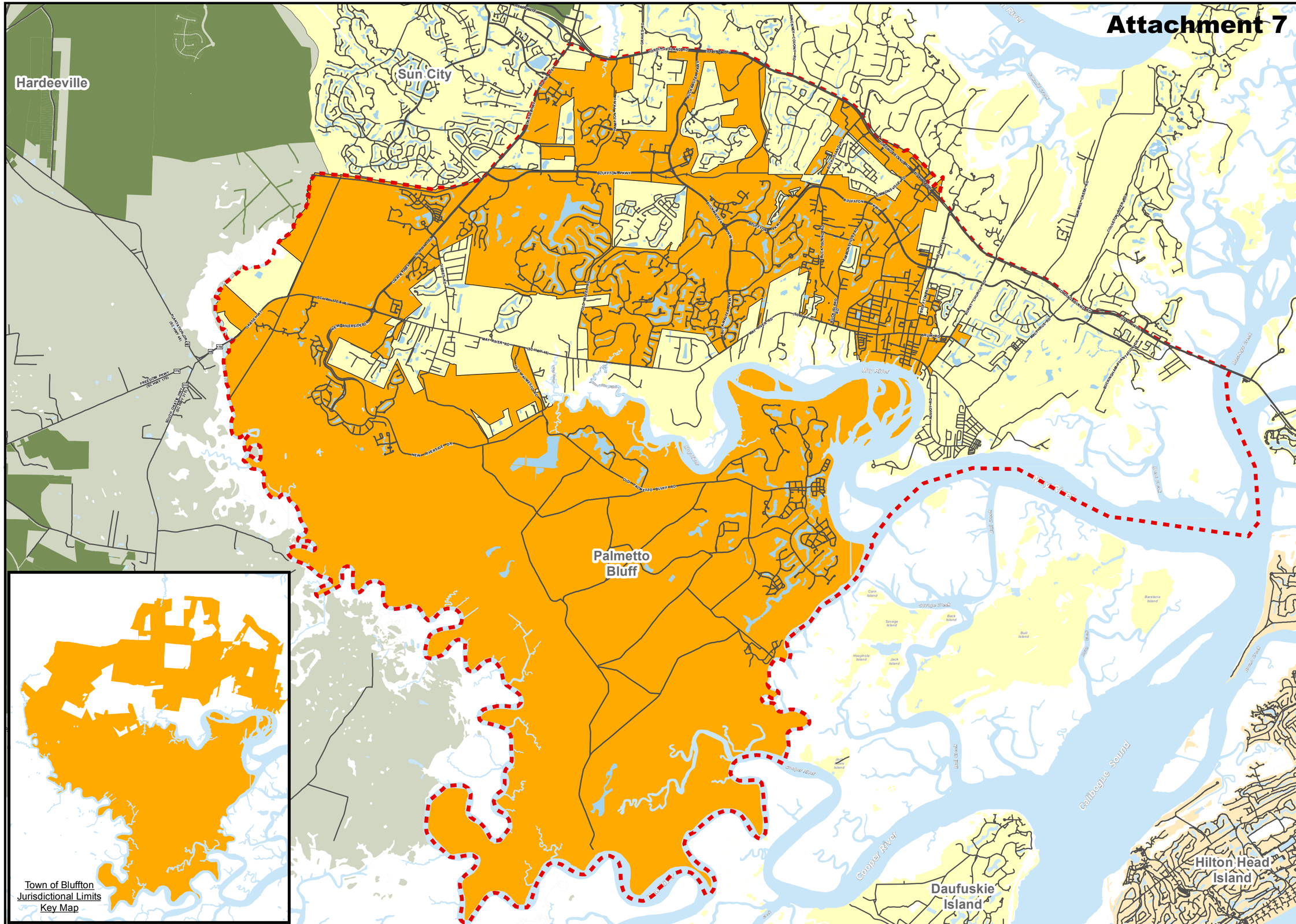
Attachment 7

Town of Bluffton
Beaufort County, SC

Growth Management Department

Future Annexation Area

Map 8.1



Legend

JURISDICTIONAL

- Hilton Head Island
- Hardeeville
- Beaufort County
- Jasper County
- Town of Bluffton
- Town of Bluffton Future Limits

TRANSPORTATION

- Paved Roads
- Proposed Roads

HYDROLOGY

- Marsh
- Water

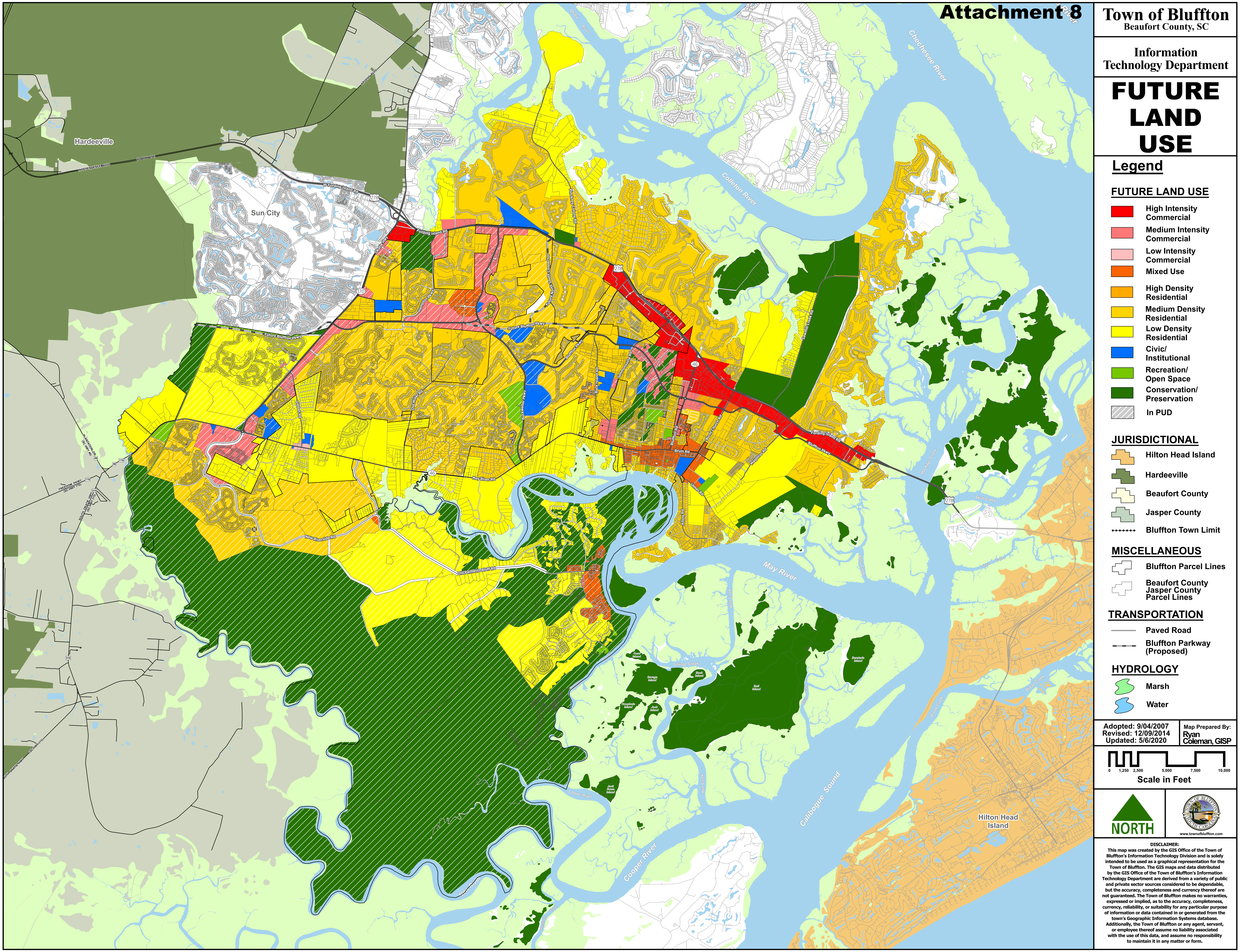
Effective	Map Prepared By:
2014-11-13	GIS Office

NORTH

www.townofbluffton.com

This map was created by the GIS Office of the Town of Bluffton's Information Technology Division and is solely intended to be used as a graphical representation for the Town of Bluffton. The GIS maps and data distributed by the GIS Office of the Town of Bluffton's Information Technology Division are derived from a variety of public and private sector sources considered to be dependable, but the accuracy, completeness and currency thereof are not guaranteed. The Town of Bluffton makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the town's Geographic Information Systems database.

Attachment 8

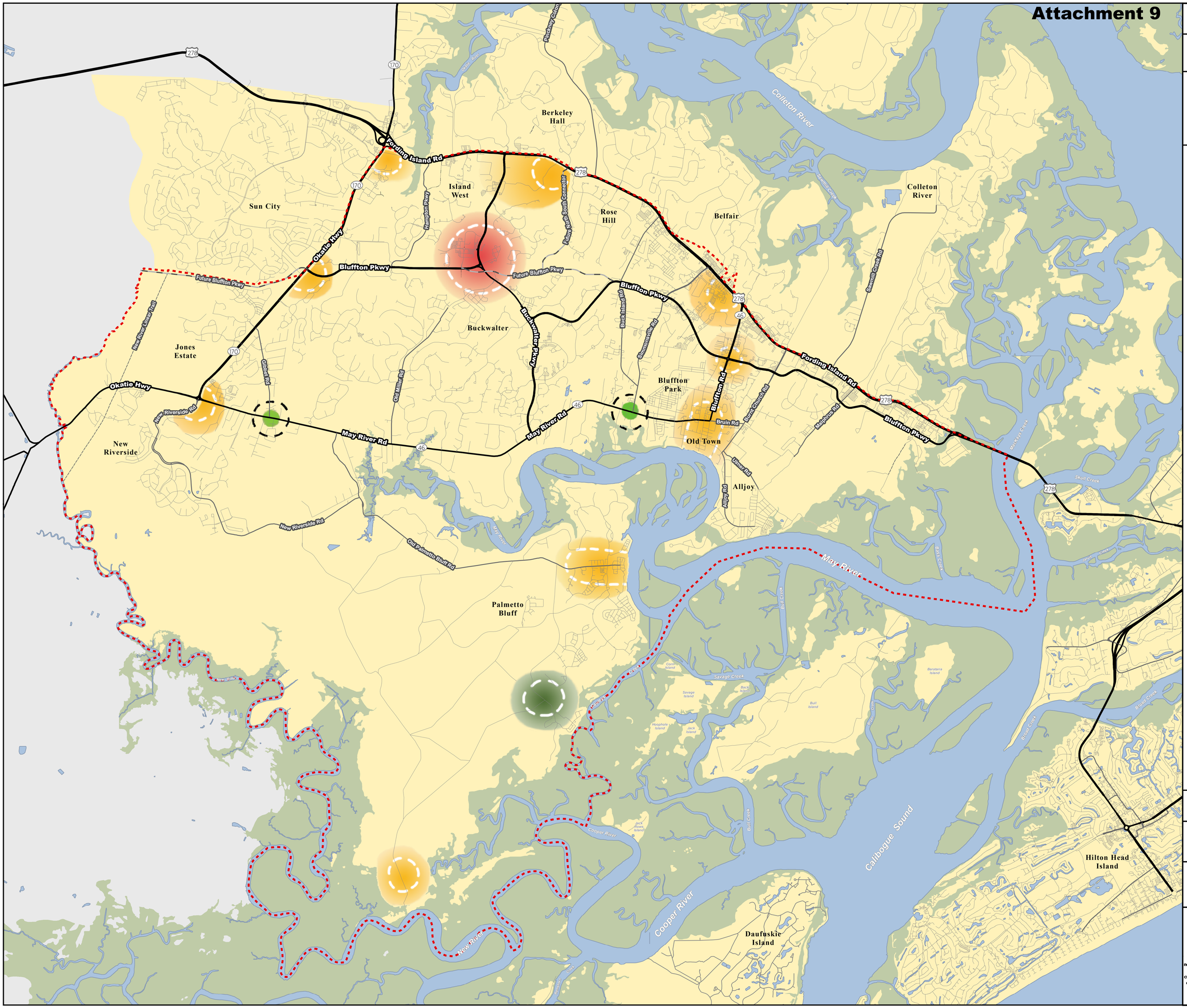


Attachment 9

Town of Bluffton
Beaufort County, SC

Growth Management Department

Growth Framework
Map 8.5



Map Legend

- Future Bluffton Limits
- Town Center Place Type Assembly
- Village Place Type Assembly
- Hamlet Place Type Assembly
- Rural Crossroad Place Type Assembly

Streets

- Major Road
- Minor Road
- Local Road
- Future Major Road
- Future Road
- Pathway

Water Type

- Water
- Marsh

County

- Beaufort
- Jasper

Adopted: 11/10/2011
Revised: 12/09/2014
Updated: 3/20/2019

Map Prepared By:
Ryan Coleman, GISP

0 0.25 0.5 1 Miles

NORTH

www.townofbluffton.com

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Attachment 10

Enmark Annexation
Application Meeting Sequence

Meeting	Date	Task Description/ Application(s) for Review	Action(s)
Pre-Application Meeting	Thursday, July 11, 2019	Annexation Petition (ANNX-03-20-14067) Zoning Map Amendment (ZONE-03-20-14074) Buckwalter Development Agreement Amendment (DAA-03-20-14068) Buckwalter Concept Plan Amendment (CPA-03-20-14069) Buckwalter Commons Phase 1 Master Plan Amendment (MPA-03-20-14070)	Review of Application Requirements and Timeline
Application Submittal Meeting	February 28, 2020 Via Email	Annexation Petition (ANNX-03-20-14067) Zoning Map Amendment (ZONE-03-20-14074) Buckwalter Development Agreement Amendment (DAA-03-20-14068) Buckwalter Concept Plan Amendment (CPA-03-20-14069) Buckwalter Commons Phase 1 Master Plan Amendment (MPA-03-20-14070)	Submittal of Applications
Development Review Committee	Wednesday, June 24, 2020 1:00 p.m.	Buckwalter Concept Plan Amendment (CPA-03-20-14069) Buckwalter Commons Phase 1 Master Plan Amendment (MAP-03-20-14070)	Discussion and Comments for Consideration. The DRC will provide comments on the Buckwalter Concept Plan Amendment and the Master Plan. The Buckwalter Concept Plan is to increase the boundary.
Town Council "Intent to Annex", Ordinance 1st Reading	Tuesday, July 14, 2020 6:00 p.m.	Annexation Petition (ANNX-03-20-14067)	"Intent to Annex", Ordinance 1st Reading
Submittal of Revisions for Planning Commission Packet	July 3, 2020	Buckwalter Concept Plan Amendment (CPA-03-20-14069) Buckwalter Commons Phase 1 Master Plan Amendment (MPA-03-20-14070)	Any revisions for the Buckwalter Concept Plan Amendment. The Master Plan Amendments, can wait until August 7, 2020 when the Master Plan will go to the Planning Commission for a recommendation to Town Council.
Public Hearing Notice 30 days Prior to Public Hearing	July 26, 2020	Annexation Petition (ANNX-03-20-14067) ☐ ☐ ☐ Zoning Map Amendment (ZONE-03-20-14074) ☐ ☐ ☐ Buckwalter Development Agreement Amendment (DAA-03-20-14068) ☐ Buckwalter Concept Plan Amendment (CPA-03-20-14069) ☐ Buckwalter Commons Phase 1 Master Plan Amendment (MPA-03-20-14070)	Letters notifying adjacent property owners within 500' radius of pending applications and associated upcoming Public Hearings ☐ Post the property ☐ Newspaper Notification ☐
Planning Commission Workshop	July 22, 2020 6:00 p.m.	Annexation Petition (ANNX-03-20-14067) Zoning Map Amendment (ZONE-03-20-14074) Buckwalter Development Agreement Amendment (DAA-03-20-14068) Buckwalter Concept Plan Amendment (CPA-03-20-14069) Buckwalter Commons Phase 1 Master Plan Amendment (MPA-03-20-14070)	Discussion and Comments for Consideration for the Annexation Petition and Zoning Map Amendment Applications. The associated concurrent applications listed do not require the workshop, however, it will be included in the discussion.
Submittal of Revisions for Planning Commission Packet	August 7, 2020	Annexation Petition (ANNX-03-20-14067) Zoning Map Amendment (ZONE-03-20-14074) Buckwalter Development Agreement Amendment (DAA-03-20-14068) Buckwalter Concept Plan Amendment (CPA-03-20-14069) Buckwalter Commons Phase 1 Master Plan Amendment (MPA-03-20-14070)	Any revisions to plans will need to be resubmitted by this date to provide adequate time for staff to review and comment.
Planning Commission Public Hearing & Recommendation to Town Council	August 26, 2020 6:00 p.m.	Annexation Petition (ANNX-03-20-14067) Δ Zoning Map Amendment (ZONE-03-20-14074) Δ Buckwalter Development Agreement Amendment (DAA-03-20-14068) Δ Buckwalter Concept Plan Amendment (CPA-03-20-14069) Δ Buckwalter Commons Phase 1 Master Plan Amendment (MPA-03-20-14070)	Public Hearing and Recommendation to Town Council Public Hearing Cases Δ
Submittal of Revisions for Town Council Packet	September 4, 2020	Annexation Petition (ANNX-03-20-14067) Zoning Map Amendment (ZONE-03-20-14074) Buckwalter Development Agreement Amendment (DAA-03-20-14068) Buckwalter Concept Plan Amendment (CPA-03-20-14069) Buckwalter Commons Phase 1 Master Plan Amendment (MPA-03-20-14070)	Packet is due to the Town Clerk on September 30, 2020. By submitting on the Sept. 4th, staff will have adequate time to review and create the necessary documents for Town Council.

Enmark Annexation
Application Meeting Sequence

Meeting	Date	Task Description/ Application(s) for Review	Action(s)
Town Council Ordinance 1st Reading	October 13, 2020	Annexation Petition (ANNX-03-20-14067)	Ordinance 1st Reading Public Notice in Newspaper must run by October 11th, 2020 Any revisions will be turned by into Staff by October 21st, Packets are due to Town Clerk by October 28th for 2nd Reading
		Zoning Map Amendment (ZONE-03-20-14074)	
		Buckwalter Development Agreement Amendment (DAA-03-20-14068)	
		Buckwalter Concept Plan Amendment (CPA-03-20-14069)	
		Buckwalter Commons Phase 1 Master Plan Amendment (MPA-03-20-14070)	
Public Hearing Notice 30 days Prior to Public Hearing	October 9, 2020	Annexation Petition (ANNX-03-20-14067)	Letters notifying adjacent property owners within 500' radius of pending applications and associated upcoming Public Hearings Post the property Newspaper Notification
		Zoning Map Amendment (ZONE-03-20-14074)	
		Buckwalter Development Agreement Amendment (DAA-03-20-14068)	
		Buckwalter Concept Plan Amendment (CPA-03-20-14069)	
		Buckwalter Commons Phase 1 Master Plan Amendment (MPA-03-20-14070)	
Town Council Public Hearing & Ordinance 2nd and Final Reading	November 10, 2020	Annexation Petition (ANNX-03-20-14067)	Public Hearing and Ordinance 2nd and Final Reading Public Hearing Cases
		Zoning Map Amendment (ZONE-03-20-14074)	
		Buckwalter Development Agreement Amendment (DAA-03-20-14068)	
		Buckwalter Concept Plan Amendment (CPA-03-20-14069)	
		Buckwalter Commons Phase 1 Master Plan Amendment (MPA-03-20-14070)	Approval by Majority Vote

Created March 2, 2020
Revised June 1, 2020

Attachment 11
Proposed Motion

<u>ANNEXATION REQUEST</u>

Consideration of an Ordinance Approving the 100% Annexation Petition for Certain Property Consisting of Approximately 1.076 Acres of Land Located at 464 Buckwalter Parkway and Identified as a Portion of Beaufort County Tax Map No. R600 029 000 0014 0000 into the Town of Bluffton Municipal Boundary as Part of the Buckwalter Planned Unit Development to Supplement the Development of the 9.18 Acre Robertson Site - First Reading

> *"I move to approve First Reading of an Ordinance Approving the 100% Annexation Petition for Certain Property Consisting of Approximately 1.076 Acres of Land Located at 464 Buckwalter Parkway and Identified as a Portion of Beaufort County Tax Map No. R600 029 000 0014 0000 into the Town of Bluffton Municipal Boundary."*

Consideration of an Ordinance Approving the 100% Annexation Petition for Certain Property Consisting of Approximately 1.076 Acres of Land Located at 464 Buckwalter Parkway and Identified as a Portion of Beaufort County Tax Map No. R600 029 000 0014 0000 into the Town of Bluffton Municipal Boundary as Part of the Buckwalter Planned Unit Development to Supplement the Development of the 9.18 Acre Robertson Site - First Reading

Presentation to Town Council
July 14, 2020
Department of Growth Management
Kevin P. Icard, AICP, Planning & Community Development Manager

Aerial Location Map

TOWN OF BLUFFTON - BEAUFORT COUNTY - SOUTH CAROLINA

LAKE POINT DRIVE ANNEXATION

0 80 160 320 480 Feet

N W E S

Ryan J. Coleman, GISP
Date: 7/1/2020

Introduction

On January 9, 2019 in accordance with Section 5-3-150 of the Code of Laws of South Carolina and the Town of Bluffton Annexation Policy and Procedure Manual ("Annexation Manual"), Walter Nester of Burr, Forman, McNair, on behalf of Enmark Stations, Inc. and the property owner Grande Oaks II, LLC, submitted a 100% Annexation Petition Application for a 1.076 acre portion of the property located at 464 Buckwalter Parkway ("Property") into the Town of Bluffton's municipal boundary.

Introduction (continued)

Pursuant to the Annexation Manual, the Applicant also submitted a concurrent Zoning Map Amendment application requesting the Property's incorporation into the Buckwalter Planned Unit Development ("Buckwalter PUD"), Concept Plan and Development Agreement as part of the Buckwalter Commons Land Use Tract which is the most permissive land use designation which allows a broad mix of uses.

Annexation Manual Review Process

STEPS	RESPONSIBILITY	DATE
Step 1. Pre-Application Meeting	**Applicant/Petitioner & Staff**	
Prior to the filing of an Annexation Application, the Applicant is required to consult with the UDO Administrator or its designee at a Pre-Application Meeting for comments and advice on the appropriate application process and the required procedures, specifications, and applicable standards required by Town of Bluffton applicable ordinances.		**January 31, 2019**
Step 2. Application Check-In Meeting	**Applicant/Petitioner & Staff**	
Upon receiving input from Staff at the Pre-Application Meeting, the Applicant shall submit the Annexation Application and required submittal materials during a mandatory Application Check-In Meeting where the UDO Administrator or its designee will review the submission for completeness.		**July 9, 2019**
Step 3. Review by UDO Administrator	**Staff**	
If the UDO Administrator determines that the Annexation Application is complete, the application shall advance as prescribed in the Town of Bluffton's Annexation Policy and Procedure Manual.		**July 10, 2019**
Step 4. Drafting of Annexation Map	**Staff**	
Staff will assist the Petitioner in the drafting of the final annexation map.		**Mid July 2019**
Step 5. Town Council 1st Reading	**Applicant/Petitioner, Staff & Town Council**	
Town Council will hold First Reading **"intent to annex"** for the annexation petition for an initial briefing or "intent to annex". Town Council discussion items for the initial meeting include development agreement (if applicable) and recommended zoning. This initial meeting allows Town Council to review the "intent to annex" and determine if the annexation of property into the Town would be mutually beneficial to all. Town Council may also refer the annexation request to the Negotiating Committee, if applicable.		**August 13, 2019**
Step 6. Planning Commission Public Workshop	**Applicant/Petitioner, Staff & Negotiating Committee**	
In order to inform the public of the steps, preliminary costs and benefits, as well as a tentative timetable, Planning Commission will hold a public workshop. This will be a forum for the voicing of any concerns or comments. Staff will also address the Comprehensive Plan, Future Land Use Map and Zoning Districts.		**September 25, 2019** ***(Anticipated)***

Annexation Manual Review Process

STEPS	RESPONSIBILITY	DATE
Step 7. Drafting of Feasibility Study	**Staff**	
Dependent on the size and scope of the annexation, the Town Manager will initiate a formal cost/benefit analysis or outline the scope of the study, request that bids be submitted for its completion, and a consultant selected.		**TBD**
Step 8. Negotiating Committee	**Applicant/Petitioner, Staff & Negotiating Committee**	
If applicable, per Town Council direction, the Negotiating Committee shall conduct meetings until the terms of the development agreement or other negotiations are complete. The application(s) then proceed to Planning Commission for Public Hearing and recommendation.		**TBD**
Step 9. Public Notification	**Applicant/Petitioner & Staff**	
The Applicant sends notification letters to each adjacent property owner and submits the registered mail receipts to the Town no later than thirty (30) days prior to the Planning Commission meeting.		**TBD**
Step 10. Planning Commission Public Hearing and Recommendation	**Applicant/Petitioner, Staff & Planning Commission**	
The Planning Commission hold a public hearing, and make recommendations to Town Council which will be forwarded to Town Council for second and final reading.		**TBD**
Step 11. Town Council Public Hearing, 2nd and Final Reading	**Applicant/Petitioner, Staff & Town Council**	
Town Council will hold a Public Hearing and 2nd and Final Reading of the Annexation as well as Zoning Map Amendment and any concurrent applications.		**TBD**
Step 12. Annexation Notifications	**Staff**	
Upon adoption of the annexation petition by ordinance, the Town shall file written notice in accordance with this Manual.		**TBD**

Background

- The Property contains approximately 1.076 acres located within Unincorporated Beaufort County and is currently vacant.

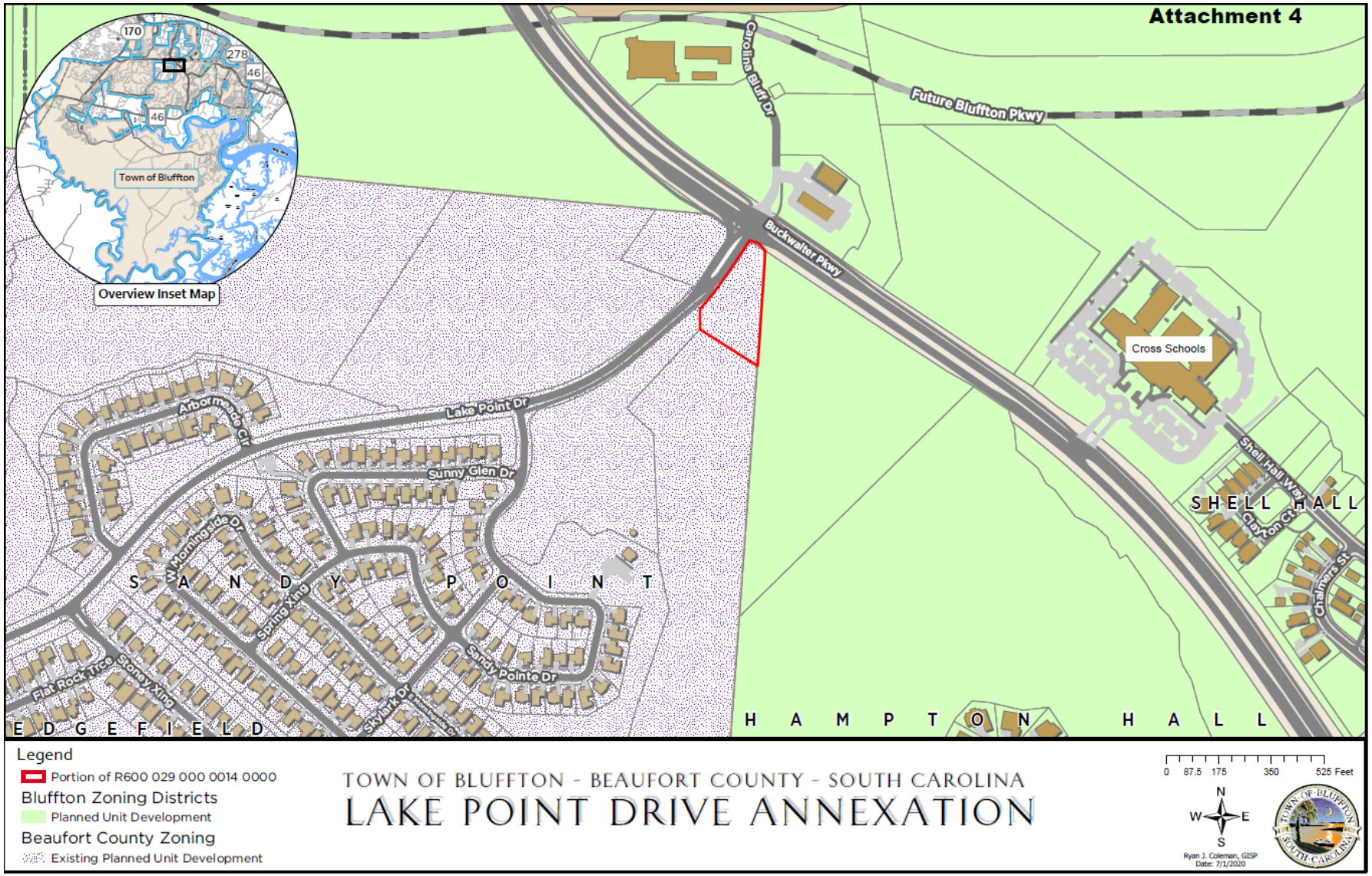
- The Property is zoned as Grande Oaks Planned Unit Development and designated as part of the Community Residential C-2 Land Use Tract which allows limited uses including attached and detached single family, multi-family, community recreation, and sales center.

Background (continued)

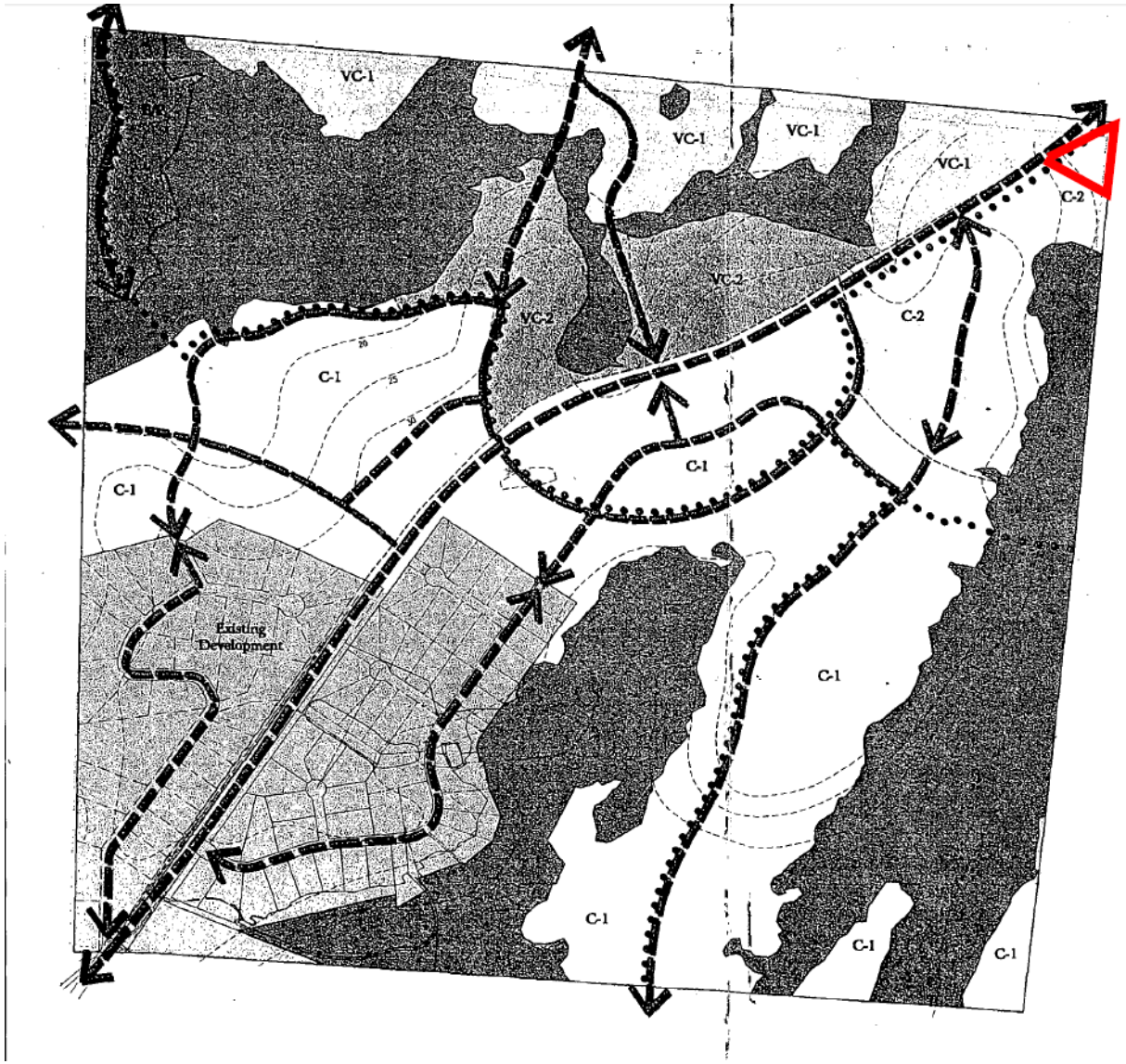
- The Applicant intends to utilize the Property, in conjunction with the adjacent 9.18 acre property currently within the Buckwalter PUD and Buckwalter Commons Land Use Tract, as a gas station consisting of a 5,900 square foot convenience store, fuels facility with 20 vehicle fueling positions, and a 1,200 square foot car wash which are conditional uses permitted within the requested Buckwalter Commons Land Use Tract.

- The necessity for the proposed annexation to further the proposed development is due to their inability to obtain a new access point from the Property directly to the Buckwalter Parkway since it would not meet the spacing standards of the Buckwalter Parkway Access Management Plan's standards. Once annexed, the Property will allow for an access point onto Lake Point Drive.

Zoning Map


Attachment 4
Overview Inset Map
Town of Bluffton
170
278
46
46
Carolina Bluff Dr
Future Bluffton Pkwy
Buckwalter Pkwy
Cross Schools
Lake Point Dr
Arbormeade Cir
Sunny Glen Dr
W Morningside Dr
Spring Xing
Sandy Pointe Dr
Skylark Dr
Flat Rock Trce
Stoney Xing
Shell Hall Way
Clayton Ct
Chalmers St
S A N D Y P O I N T
S H E L L H A L L
E D G E F I E L D
H A M P T O N H A L L
Legend
Portion of R600 029 000 0014 0000
Bluffton Zoning Districts
Planned Unit Development
Beaufort County Zoning
Existing Planned Unit Development
TOWN OF BLUFFTON - BEAUFORT COUNTY - SOUTH CAROLINA
LAKE POINT DRIVE ANNEXATION
0 87.5 175 350 525 Feet
N
W
E
S
Ryan J. Coleman, GISP
Date: 7/1/2020

Grande Oaks PUD Master Plan



Grandé Oaks

Beaufort County, South Carolina

MASTER PLAN

CONSULTANTS:

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

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

Environmental
SABINE AND WATERS
Summerville, South Carolina

PROPOSED PUD LAND USE, DENSITY AND ACREAGE

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

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

NORTH

SCALE 0 200' 400' 600'

September 29, 1998

Comparison of Current vs. Proposed Zoning District Allowed Uses

"P" – Permitted
"C" – Conditional
"---" – Not Allowed

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Agriculture		
Tree farm, timber area, or forest management area.	---	P
Silviculture.	---	P
Farm or establishment for the growing, care and harvesting of field crops and vegetables, but not including processing and packing of such products nor the commercial raising, care, or processing of poultry, cattle, swine, goats, or sheep.	---	P
Game Management.	---	P
Civic/ Institutional		
Assisted Care Units used to establish a Certificate of Need (CON)	---	P
Assisted living facilities, nursing homes and congregate care facilities	---	P
Cemeteries provided that such use does not include a funeral home or crematorium.	---	P
Churches, synagogues, temple and other places of worship	---	P
Civic, cultural, municipal, governmental, educational (public or private), conference centers, research or other similar facilities which may include housing for staff, faculty and professionals and may include student housing and employee dormitories	---	P
Public emergency service facilities, library, museum, day care facilities, social/community centers, etc.	---	P
Governmental post office	---	C
Library.	---	P
Museum.	---	P
Offices for governmental or institutional purposes.	---	P
Commercial, Retail, Services, Offices, and Light Industrial		
Accessory uses customarily appurtenant to a permitted or conditional use.	---	P
Animal hospital, veterinary clinic or kennel	---	C
Antique store	---	P
Appliance, radio, television store or repair shop	---	P
Art supply store	---	P
Assembly of electronic components and accessories	---	C
Assembly of wooden containers; household wooden furniture; wood office furniture; partitions, shelving, lockers and store fixtures; cabinet work; and custom carpentering	---	C
Auto accessory store	---	C
Automobile carwash, laundry or washateria	---	C
Automobile garage for the repair and servicing of vehicles	---	C
Automobile service station	---	C
Bakery provided that goods baked on the premises are primarily sold at retail only	---	C
Bank or financial institution	---	C
Barber ship, beauty shop, or combination thereof.	---	P
Bicycle repair and sales shop	---	P
Book, magazine, newspaper shop	---	P
Brooms, brushes, and combs; fasteners, buttons, needles and pins manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Bulk storage of petroleum or other flammable, volatile or hazardous materials	---	C

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Business involving the rendering of personal services other than an automobile laundry, or an automobile repair garage.	---	P
Cameras and other photographic equipment excluding film and chemicals manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Campgrounds	---	C
Candy store	---	P
Carpentry workshop or cabinet making/wood furniture operation	---	C
Clothing store	---	P
Clothing tailoring operation including retail custom and repair work only.	---	C
Club, lodge, union hall or social center.	---	P
Club; business or civic association.	---	P
Cold storage plant	---	C
Commercial parking lot for passenger automobiles excluding use of lot for overnight sleeping.	---	P
Commercial recreation facility, specifically including billiard parlor and theater.	---	P
Commercial, recreation or vocational school.	---	P
Computers, computer components, and computer accessories including, but not limited to: printed circuit boards, semiconductors, terminals, printers, storage devices, peripheral equipment, and software manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Conference center, retreat house.	---	P
Contractor's office	---	C
Customary home occupations	---	C
Delicatessen, restaurant, soda fountain or other eating and/or drinking establishments	---	C
Dressmaker, seamstress, tailor	---	P
Drug store or pharmacy	---	P
Dry cleaning establishment for pick up and drop off service only (excluding dry cleaning on the premises).	---	C
Dry cleaning or laundry pickup agency provided that any laundering, cleaning or pressing done on the premises involves only articles delivered to the premises by individual customers.	---	C
Dry cleaning self-service and/or laundry self- service facility.	---	P
Eating and/or drinking establishment.	---	P
Electrical and electronic components and systems for office and consumer use including, but not limited to: audio and video equipment, television sets, radios, telephones, telegraphs, and calculating machines manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Electronic capacitors, coils, connectors, and resistors for small office and consumer products; electron tubes manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Florist shop	---	P
Fruit, nut and/or vegetable store	---	P
Games, toys, dolls, figurines, and stuffed animals; small curios, novelty items, and tourist souvenirs manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Gift or curio shop	---	P
Grocery store	---	P
Hand held firearms excluding ammunition manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Handicrafts workshop or fine arts studio.	---	P
Hardware store	---	P
Hobby and/or toy shop	---	P
Horticultural nursery.	---	P
Insurance agency	---	P
Jewelry and watch repair shop	---	P
Junk yards, auto salvage yards, and outdoor storage of vehicles	---	C
Laboratory for research, development, experimentation or testing; or biotechnology operation provided there is no activity exceeding Biosafety Level II and no use of recombinant DNA.	---	C
Light assembly or fabrication	---	C
Lighting fixtures, fans, lamp bulbs and tubes manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Lightweight metal or plastic furniture; drafting equipment; writing, drawing, and marking implements manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Locksmith or gunsmith	---	P
Magnetic and optical recording media, audio/video tapes and disks manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Materials for fiber optic processes manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Meat, fish, and/or poultry shop	---	C
Medical, dental, or chiropractic office, clinic and/or laboratory.	---	P
Medical, surgical, and dental instruments; optical and opthalmic instruments, lenses, and eyeglasses; orthopedic and prosthetic appliances manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Millinery or hat shop	---	P
Mini-warehouse facilities	---	C
Model Home Sales Center	P	P

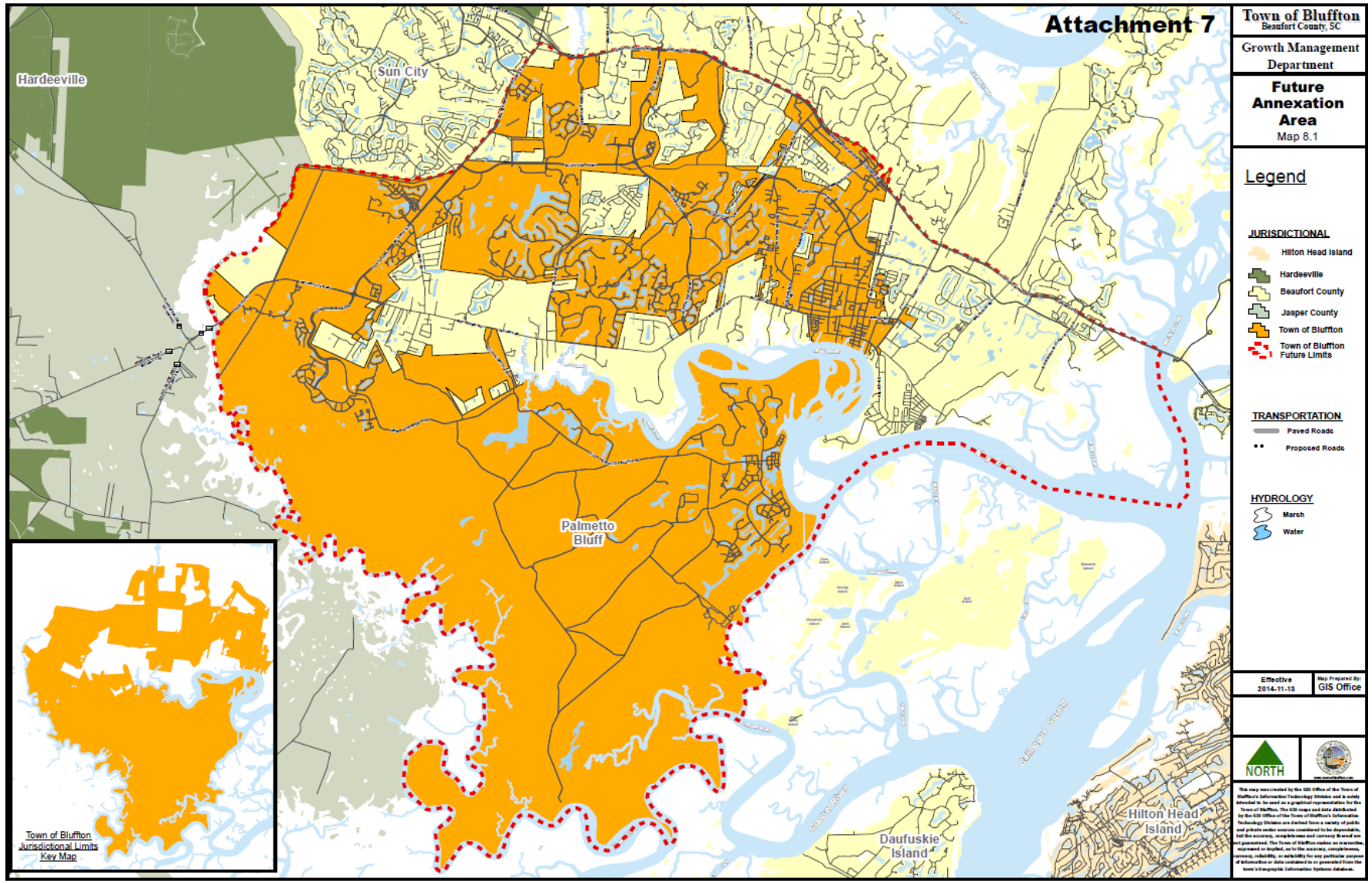
Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Motion picture studio and/or video commercial preparation; FAX machine services and distribution, photographic, optical goods, watches/clocks assembly and distribution	---	C
Music store and/or record shop	---	P
Needlecraft companies involved in the making of clothing from broad and narrow woven fabrics and other small wares including cotton, man-made fibers, silk and wool; knit goods, yarn, and lace goods; men's, youth's and boy's suits, coats and overcoats; men's, youth's and boy's furnishings, work clothing, and allied garments; women's, misses', juniors', girls', children's and infant's outwear and undergarments; dress and work gloves; robes and dressing gowns; raincoats made of cloth or canvas; canvas products; curtains and draperies	---	P
Newspaper publishing plant	---	C
Office building and/or office for government, business professional or general purposes	---	P
Office supply and equipment store	---	P
Offices for business use including, but not limited to: insurance, real estate, travel, and advertising agencies; business consulting.	---	P
Offices for general administrative functions including operations management, sales and marketing, clerical service, personnel management, accounting/finance, data processing, and design/engineering.	---	P
Offices for professional use including, but not limited to: accounting, architecture, engineering, surveying, law, medicine, chiropractic, and dentistry.	---	P
Off-street commercial parking or garage.	---	P
Package liquor store	---	P
Pet shop	---	C
Photocopying, typesetting, or stripping operation; bindery.	---	P
Photographic and camera supply and service store	---	P
Photographic studio	---	P
Precision instruments and gauges used for measuring, testing, control, display, and analysis; precision instruments used for communications, search, detection, navigation, and guidance.	---	P
Printing, lithography, and gravure	---	C
Private or semiprivate club, lodge, union hall or social center.	---	P
Radio and/or television station	---	P
Radio or television studio excluding telecommunications tower.	---	P
Real estate agency	---	P
Restaurant	---	C
Retail, wholesale or storage business involving the sale of merchandise on the premises; except those uses which involve open yard storage.	---	P
School offering instruction in art, music, dancing, drama, or similar cultural activity.	---	P
School or day care center.	---	P
Seafood or shellfish packaging and processing	---	C
Shoe store	---	P

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Small office supplies and machines suitable for sale in stationery store; household cooking equipment manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Sporting and athletic goods; musical instruments; hand-held tools; lawn and garden equipment manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Telecommunications tower	---	C
Telegraph office	---	P
Temporary office and/or storage building during a project involving construction but not to be used as a dwelling with the removal of same within 30 days upon project completion.	---	P
Temporary storage of construction materials during the construction process provided the materials are removed within 30 days after project completion.	---	P
Textile, fabric or apparel operation specifically including woven fabric mill, knitting mill, yarn and thread mill, and cut and sew operation manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	C
Trade shop or tool and die shop	---	C
Vending machines; signs and advertising specialties manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	P
Warehouse, wholesale, or distribution operation.	---	C
Watches, clocks, meters, scales and other counting and timing devices manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution plus customarily associated operations	---	C
Workshop for building trade other than carpentry	---	P
Community Recreation		
Communitiy recreation facilities including parks; Lawn Games such as bocci, croquet, volleyball, etc.; Multi-use fields; offices/administrative buildings, Golf cart storage barn and maintenance facilities, accessory structures, Golf learning and practice facilities, equestrian facilities includingb barns, paddocks, stables, riding rinks, bridle trails, and equestrian learning/teaching facilities, Leisure Trails and Bike Trails	P	P
Community Recreation service facilities including Public and/or Private Clubhouses, Pro shops, Snack Bars, Grills, Restaurants and Lounges associated with clubhouses, and ancillary uses associated with community recreation facilities such as craft centers, fitness centers, etc.	P	P
Neighborhood Parks.	P	P
Playgrounds.	P	P
Recreational Building including but not limited to uses such as indoor recreation, meeting, assembly, banquet, fitness and hobby space.	P	P
Swimming Pools, Pool Bath Houses and Gazebos.	P	P
Tennis Courts.	P	P

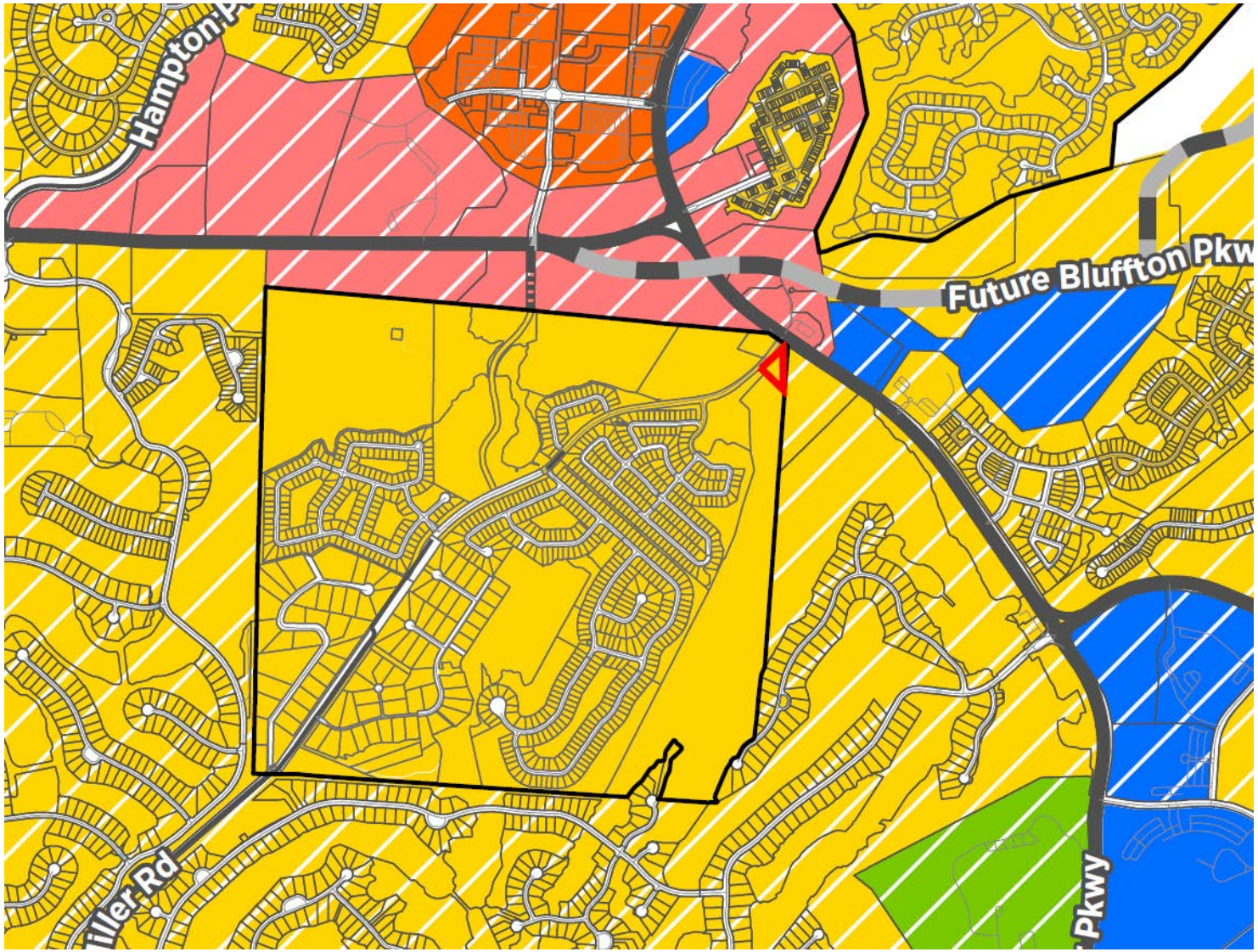
Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Unlighted, regulation size or par-three golf course.	---	P
Lodging		
Hotel, bed and breakfast inns, and motels.	---	P
Maintenance of Buckwalter Common and Recreational properties		
Maintenance facilities specifically for the maintenance of Buckwalter common and recreational properties including offices; shops for woodwork, metalwork and painting; fuel storage; storage of chemicals and bulk materials as permitted by law; mulching facility and storage; greenhouses, plant propagation areas and holding yards; vehicle maintenance; and storage of vehicles and parts, boats, recreational vehicles and resident storage units	---	P
Open Space		
Boardwalks, trails, bridges and other permitted structures.	P	P
Conservation areas.	P	P
Disposal of reclaimed water as permitted by SCDHEC.	P	P
Forests, wildlife preserves/corridors, conservation areas and greenbelts.	P	P
Garden plots.	P	P
Lagoons, ponds, impoundments, lakes and effluent disposal areas.	P	P
Landscaped areas.	P	P
Open space and buffers.	P	P
Passive public park.	P	P
Pedestrian/bicycle trails.	P	P
Perimeter buffers.	P	P
Public or private, regulation or par three golf courses including ancillary facilities such as golf learning centers, practice facilities and support facilities.	P	P
Recreation areas including, swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, gardens, etc.	P	P
Saltwater and freshwater wetlands including buffers.	P	P
Setbacks Buffers	P	P
Stormwater collection, treatment and detention.	P	P
Stormwater Management Lagoons.	P	P
Residential		
Multi-Family	P	P
Recreational vehicle parks	---	C
Single-Family Attached	P	P
Single-Family Detached	P	P
Roads		
Roads	P	P
Arterial streets and primary access roads.	P	P
Utilities		
Broad band multi-use transmission lines.	P	P
Cable television facilities.	P	P
Central telephone facilities.	P	P

Land Use Type	Jurisdiction/ Zoning District	
	Beaufort County	Town of Bluffton
	Grande Oaks PUD - Community Residential C-2 Land Use Tract	Buckwalter PUD - Buckwalter Commons Land Use Tract
Communication towers.	P	P
Fiber-optic lines.	P	P
Irrigation	P	P
Natural Gas Supply	P	P
Potable water supply and distribution.	P	P
Power substations.	P	P
Power transmission and distribution.	P	P
Public utility facility including substation, switching station, telephone exchange, pump station, water tower or fire tower.	P	P
Satellite antennas.	P	P
Solid waste transfer facility, site and accessory uses, including a recycling center	---	C
Telephone facilities.	P	P
Wastewater collection, treatment and disposal.	P	P
Water Supply.	P	P

Future Annexation Boundary Map



TOB Future Land Use Map

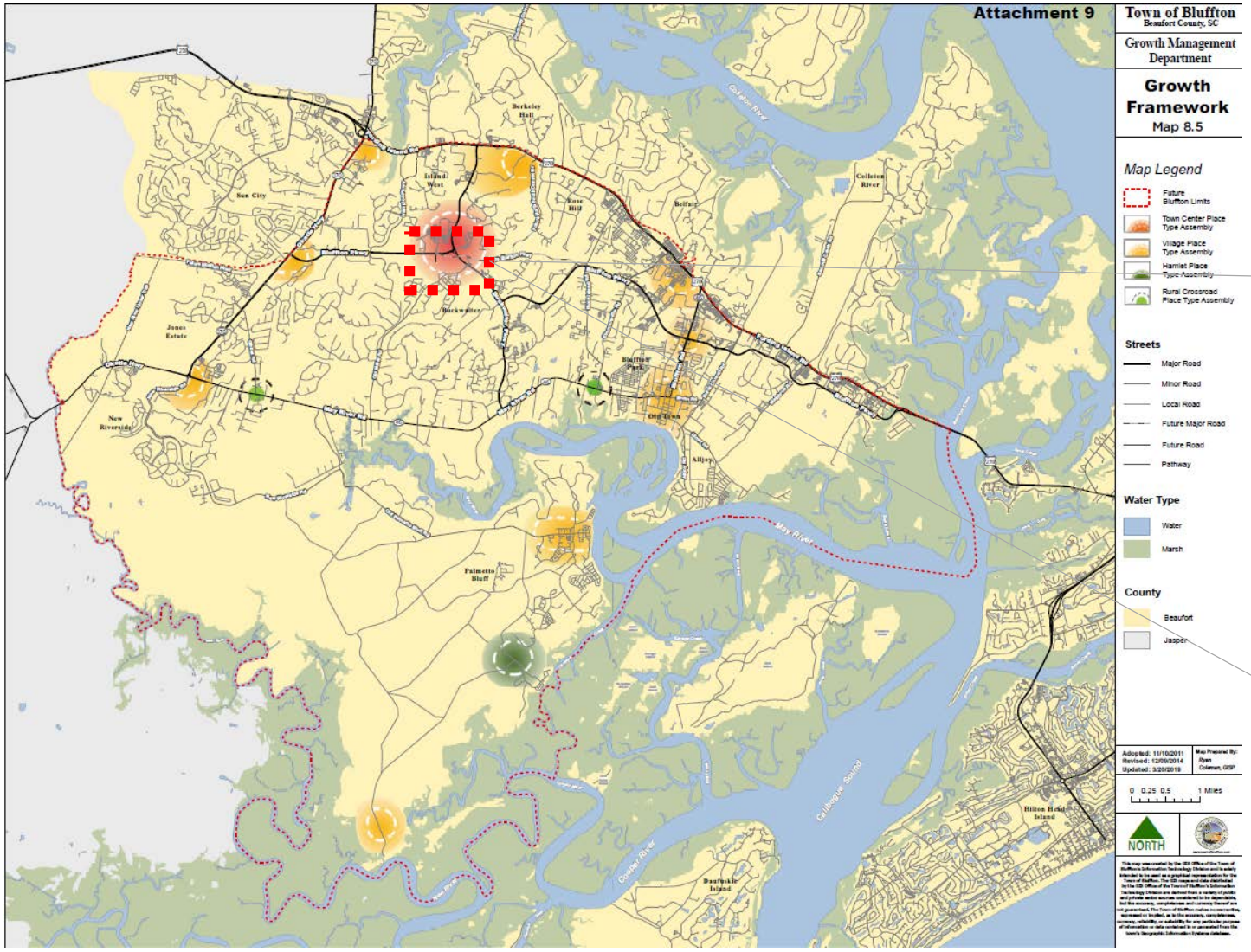


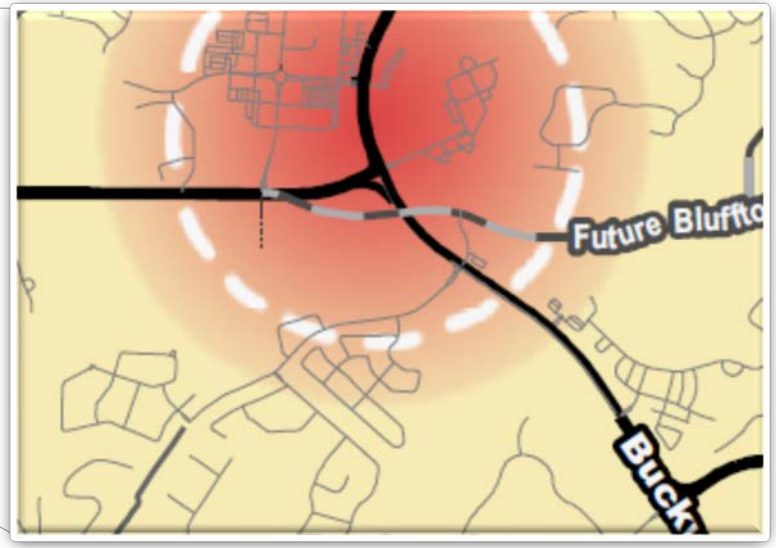
Legend

FUTURE LAND USE

- High Intensity Commercial
- Medium Intensity Commercial
- Low Intensity Commercial
- Mixed Use
- High Density Residential
- Medium Density Residential
- Low Density Residential
- Civic/ Institutional
- Recreation/ Open Space
- Conservation/ Preservation
- In PUD

Growth Framework Map





Annexation Review Criteria

The Town of Bluffton Annexation Policy and Procedure Manual (Annexation Manual) provides the review criteria for annexation requests and an analysis of each is as follows:

1. The application meets the principals, policies and procedures set forth in the Annexation Manual.
2. The Annexation of the property is in the best interest of the Town and its citizens.
3. The Property has contiguity to the Town of Bluffton Municipal Boundary.
4. The Annexation avoids creating new enclaves (or donut holes) in the Town of Bluffton Municipal Boundary.

Annexation Review Criteria (continued)

5. The Annexation is consistent with the recommendations of the Town of Bluffton Comprehensive Plan including the Future Annexation Map.
6. The requested zoning district(s), land use regulations, development standards and environmental regulations is appropriate.
7. Consideration has been given to the costs, benefits and estimated revenues for a proposed annexations before action is taken on the petition.
8. The Annexation will not create a tax burden or measurably reduce the level of service(s) provided to existing citizens and property owners.

Annexation Review Criteria (continued)

9. The Fiscal impact of providing municipal services has been considered.
10. Consideration of the annexation area's existing condition of utilities, transportation, infrastructure and future needs for expansion improvements has been taken.
11. The full impact that annexation will have on law enforcement has been considered.
12. The application demonstrates potential for the diversification of the economic base and job opportunities.
13. Petitioners understand of all potential costs/benefits associated with annexation.
14. Input has been provided by the public and affected agencies during the review process.

Annexation Manual Review Process

STEPS	RESPONSIBILITY	DATE
Step 1. Pre-Application Meeting	**Applicant/Petitioner & Staff**	
Prior to the filing of an Annexation Application, the Applicant is required to consult with the UDO Administrator or its designee at a Pre-Application Meeting for comments and advice on the appropriate application process and the required procedures, specifications, and applicable standards required by Town of Bluffton applicable ordinances.		**July 11, 2019**
Step 2. Application Check-In Meeting	**Applicant/Petitioner & Staff**	
Upon receiving input from Staff at the Pre-Application Meeting, the Applicant shall submit the Annexation Application and required submittal materials during a mandatory Application Check-In Meeting where the UDO Administrator or its designee will review the submission for completeness.		**February 28, 2020**
Step 3. Review by UDO Administrator	**Staff**	
If the UDO Administrator determines that the Annexation Application is complete, the application shall advance as prescribed in the Town of Bluffton's Annexation Policy and Procedure Manual.		**March 2020**
Step 4. Drafting of Annexation Map	**Staff**	
Staff will assist the Petitioner in the drafting of the final annexation map.		**Mid June 2020**
Step 5. Town Council 1st Reading	**Applicant/Petitioner, Staff & Town Council**	
Town Council will hold First Reading "intent to annex" for the annexation petition for an initial briefing or "intent to annex". Town Council discussion items for the initial meeting include development agreement (if applicable) and recommended zoning. This initial meeting allows Town Council to review the "intent to annex" and determine if the annexation of property into the Town would be mutually beneficial to all. Town Council may also refer the annexation request to the Negotiating Committee, if applicable.		**July 14, 2020**
Step 6. Planning Commission Public Workshop	**Applicant/Petitioner, Staff & Negotiating Committee**	
In order to inform the public of the steps, preliminary costs and benefits, as well as a tentative timetable, Planning Commission will hold a public workshop. This will be a forum for the voicing of any concerns or comments. Staff will also address the Comprehensive Plan, Future Land Use Map and Zoning Districts.		**July 2, 2020 (Anticipated)**

Annexation Manual Review Process

STEPS	RESPONSIBILITY	DATE
Step 7. Drafting of Feasibility Study	**Staff**	
Dependent on the size and scope of the annexation, the Town Manager will initiate a formal cost/benefit analysis or outline the scope of the study, request that bids be submitted for its completion, and a consultant selected.		**August 2020**
Step 8. Negotiating Committee	**Applicant/Petitioner, Staff & Negotiating Committee**	
If applicable, per Town Council direction, the Negotiating Committee shall conduct meetings until the terms of the development agreement or other negotiations are complete. The application(s) then proceed to Planning Commission for Public Hearing and recommendation.		**TBD**
Step 9. Public Notification	**Applicant/Petitioner & Staff**	
The Applicant sends notification letters to each adjacent property owner and submits the registered mail receipts to the Town no later than thirty (30) days prior to the Planning Commission meeting.		**July 26, 2020**
Step 10. Planning Commission Public Hearing and Recommendation	**Applicant/Petitioner, Staff & Planning Commission**	
The Planning Commission hold a public hearing, and make recommendations to Town Council which will be forwarded to Town Council for second and final reading.		**August 26, 2020**
Step 11. Town Council Public Hearing, 2nd and Final Reading	**Applicant/Petitioner, Staff & Town Council**	
Town Council will hold a Public Hearing and 2nd and Final Reading of the Annexation as well as Zoning Map Amendment and any concurrent applications.		**November 10, 2020**
Step 12. Annexation Notifications	**Staff**	
Upon adoption of the annexation petition by ordinance, the Town shall file written notice in accordance with this Manual.		**November 2020**

Proposed Motion

"I move to approve First Reading of an Ordinance Approving the 100% Annexation Petition for Certain Property Consisting of Approximately 1.076 Acres of Land Located at 464 Buckwalter Parkway and Identified as a Portion of Beaufort County Tax Map No. R600 029 000 0014 0000 into the Town of Bluffton Municipal Boundary."

QUESTIONS?

TOWN COUNCIL

STAFF REPORT
Growth Management Department

MEETING DATE:	July 14, 2020
PROJECT:	Consideration of Approval of an Amendment to the Initial Master Plan for Property Referred to as Cypress Ridge within the Jones Estate Planned Unit Development to Amend the Transportation Network by Adding Roads and Service Lanes to the Commercial Village Area Located at the Intersection of Highway 170 and Mill Creek Boulevard
PROJECT MANAGER:	Kevin P. Icard, AICP Planning & Community Development Manager

REQUEST: A request for approval of an amendment to the Initial Master Plan (IMP) for Cypress Ridge within the Jones Estate Planned Unit Development.

INTRODUCTION: The Applicant, Thomas and Hutton, with authorization of the property owner, D.R. Horton, is requesting approval for an amendment to the Initial Master Plan for Cypress Ridge located in the Jones Estate Planned Unit Development (PUD) (see Attachments 1 & 2). More specifically, the amendment includes:

(A) Moving the forty-four (44) residential units that currently front Oak Barrel Boulevard on the southern side of Blakers Boulevard to the northern side of Blakers Boulevard and constructing the necessary roads and service lanes to support the residential units and future commercial village area of Mill Creek; and

(B) In response to recently discovered graves (3) adjacent to a previously identified cemetery, the initial master plan has been updated to remove a portion of commercially designated property and replace it with an open space designation.

TOWN COUNCIL MEETING – JANUARY 14, 2020: Town Council voted to table the consideration of approval of an amendment to the Cypress Ridge Master Plan until a tree and topographic survey is completed and staff has reviewed the survey to determine if additional trees could be saved.

During the meeting, Town Council proposed multiple questions to staff regarding the proposed changes. Their questions included requesting a formal acknowledgement of the recently discovered graves, identifying any significant trees and to label any trees that can be saved during construction. Staff has worked with the Applicant to have the graves labeled on a plat to be recorded with Beaufort County Register of Deeds. While working with staff to save additional trees, the Applicant redesigned the site with 6-unit townhome buildings instead of 4-unit townhome buildings. This redesign preserved approximately 20,000 SF of open space, and 58 trees that were previously planned for removal (see Attachments 3 & 4). When the plans were resubmitted, the Applicant added the sidewalks to the various streets to meet the Planning Commission's conditions of approval.

PLANNING COMMISSION RECOMMENDATION: At the November 20, 2019, Planning Commission meeting, Commissioner Keefer recommended approval with conditions of the Initial Master Plan Amendment for the Cypress Ridge Master Plan to re-locate 44 residential units to the northern side of Blakers Boulevard and remove the commercial designation from an area of recently discovered gravesites, with the following conditions:

1. To allow for pedestrian connectivity, development plans must show:
   A. Sidewalks on both sides of Blakers Boulevard and the "center street" that provides primary access to the new homes; and,
   B. Require the construction of a sidewalk along the front of the homes that front the new street that provides access to the commercial property and connects between Mill Creek Boulevard and Dillard Lane
2. The transfer of Development Rights for Commercial Development from D.R. Horton to Magnolia Residential Investors, LLC is not permitted.

BACKGROUND: The Cypress Ridge Initial Master Plan is part of the Jones Estate PUD Concept Plan. It consists of approximately 1,412 acres with a total allowed 1844 dwelling units. The property is located west of Highway 170 and north of Highway 46. The original Cypress Ridge Initial Master Plan was approved by the Town of Bluffton Town Council on April 13, 2005. The Town of Bluffton Negotiating Committee agreed to add 194 residential units to the IMP with 44 units to be placed in the commercial Mill Creek Village area, bringing the total units to 1,844.

The intent of the Cypress Ridge Master Plan was to create a community that recognizes the basic character of the Low Country and the qualify of life that makes Beaufort County both unique and appealing. The Mill Creek Village design was proposed to implement a lifestyle ideal that promulgates the ability to live, work, shop, and play in one location. The design created a mix of residential land use types that are livable with pedestrian access to amenities, open space and leisure activities. The heart of the community is to be located at the commercial village. It will serve the needs of the community and those living within proximity to the intersection of Highway 170 and Gibbet Road.

SITE DESIGN AND DEVELOPMENT STANDARDS: Architectural Guidelines and Declaration of Covenants, Conditions and Restrictions for Cypress Ridge shall set design standards for the development standards and construction materials and will meet or exceed the standards established in the Jones Estate PUD Concept Plan.

Building setbacks and heights will be reviewed by the Cypress Ridge Architectural Review Committee and conform to the safety regulations and will further confirm to the standards set forth in the Design Guidelines.

REVIEW CRITERIA & ANALYSIS: Town Council is required to consider the criteria set forth in Section 3.9.3 of the Unified Development Ordinance in assessing an application for a Master Plan. These criteria are provided below followed by a Staff Finding(s).

1. **Section 3.9.3.B. Promotion of and consistency with the land use goals, environmental objectives and overall intent of the policies within the Comprehensive Plan.**

   Finding. The application is consistent with the Comprehensive Plan.

The Land Use Element within the Comprehensive Plan provides a vision that suggests a balance of land uses to ensure a high quality of life, business opportunity, environmentally protected areas and proper placement of commercial uses. This Amended Master Plan proposes a mix of commercial uses that will stimulate economic growth and contribute to the Town's goal of being a sustainable community with a diversified tax base to support Town facilities and services. While this Master Plan proposes future development flexibility, the Town receives benefits including long-term predictability and a higher level of amenities, open space, road improvements, infrastructure and environmental preservation than what could be otherwise obtained through traditional zoning approvals.

The Transportation element of the Comprehensive Plan promotes vehicular and pedestrian connectivity with adjacent properties and roadway infrastructure. This plan provides necessary vehicular and pedestrian connections and reduces the impact on Blakers Boulevard by accessing adjacent properties with additional infrastructure. Future connections to the commercial portion of the development have also be contemplated.

2. **Section 3.9.3.C. Consistency with the intent of the Planned Unit Development Zoning District as prescribed in this Ordinance.**

   Finding. This request will be consistent with the Town of Bluffton Zoning and Development Standards Ordinance that applies to the Jones Estate Concept Plan.

   The Jones Estate Concept Plan was designed to be a mixed-use development, which includes residential and commercial uses. The Cypress Ridge Master Plan is being developed as a mix of commercial and residential uses as part of the overall Concept Plan. Moving locations for residential units and adding additional transportation infrastructure is consistent with the development of this project.

3. **Section 3.9.3.D. As applicable, consistency with the provisions of the associated Development Agreement and/or PUD Concept Plan.**

   Finding. The proposed master plan is consistent with the provisions of the Jones Estate Development Agreement, as amended, and the Jones Estate PUD Concept Plan, as amended.

   The proposed master plan amendment does not increase density or intensity of any residential or commercial designated properties.

4. **Section 3.9.3.E. Compatibility of proposed land uses, densities, traffic circulation and design with adjacent land uses and environmental features, as well as the character of the surrounding area.**

   Finding. The application is compatible with the surrounding area.

   The application proposes to provide additional pedestrian and vehicular drives and access. It does not propose to change densities. Internal circulation has changed to allow the continuation of vehicular access lanes and roadways from existing development to the north of the entrance at Blakers Boulevard to the proposed commercial area.

The parking exhibit previously provided at the January 14th Town Council meeting has been updated to include locations of trees to be saved and locations of Significant Trees that are planned for removal. The original and updated parking exhibits are in the attachments (see Attachment 4).

Conformance with approved access locations and compliance with wetland preservation requirements and stormwater methods are consistent with the approved Concept Plan and character of the surrounding area.

In response to recently discovered graves (3), the Applicant has delineated an area on the master plan dedicated to providing open space in rather than commercial development in the area where the graves were found.

5. **Section 3.9.3.F. Ability to be served by adequate public services, including, but not limited to, water, sanitary sewer, roads, police, fire, and school services. For developments that have the potential for significant impact on infrastructure and services the Applicant shall be required to provide an analysis and mitigation of the impact on transportation, utilities, and community services.**

   Finding. The property is able to be served by adequate public services and has previously provided an analysis and mitigation measures on the impact on transportation, utilities, and community services with the Jones Estate Development Agreement and Concept Plan.

   The proposed Master Plan is in an existing PUD where much of the infrastructure including roadways, sanitary sewer, solid waste, drainage, potable water, electricity, telephone and cable, have been contemplated during the creation of the PUD.

6. **Section 3.9.3.G. Demonstration of innovative site planning techniques that improve upon the standards in other allowable Town of Bluffton zoning districts with the purpose of enhancing the Town of Bluffton's health, safety and welfare.**

   Finding. The Master Plan includes innovative site planning techniques that enhance the Town's health, safety, and welfare.

   The site is being developed using the best practices in stormwater management and design guidelines. Pedestrian connections will be provided to connect the development to the existing pedestrian network and proposed commercial development along SC Highway 170.

7. **Section 3.9.3.H. Ability of the site to sufficiently accommodate the densities and land use intensities of the proposed development.**

   Finding. The property can sufficiently accommodate the proposed development.

   The site is consistent with the approved Development Agreement and the Jones Estate Concept Plan.

8. **Section 3.9.3.I. Conformance with adopted or accepted plans, policies, and practices of the Town of Bluffton.**

Finding. The application can be in conformance with adopted or accepted plans, policies, and practices of the Town with the following modifications.

The Comprehensive Plan recognizes the systematic growth of Bluffton within the Jones Estate Planned Unit Development. By establishing a maximum allowed commercial acreage and residential units, the Jones Estate Concept Plan is controlling growth in an orderly design.

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

1. Approve the Application as submitted;
2. Approve the Application with Conditions; or
3. Deny the Application as submitted.

NEXT STEPS:

Master Plan Procedure	Step Completed	Date Completed
Step 1. Pre-Application Meeting	✓	July 25, 2019
Step 2. Application Check-In Meeting	✓	August 21, 2019
Step 3. Review by UDO Administrator	✓	October 16, 2019
Step 4. Planning Commission Public Hearing and Recommendation	✓	November 20, 2019
Step 5. Town Council Consideration for Approval of Majority Vote (TABLED)	✓	January 14, 2020
Step 6. Town Council Consideration for Approval of Majority Vote	✓	July 14, 2020

ATTACHMENTS:

1. Application and Narrative
2. Existing Cypress Ridge Master Plan
3. Proposed Cypress Ridge Master Plan Amendment
4. Parking & Tree Exhibit – July 14, 2020
5. Proposed Recommended Motion

MPA-11-14-8001
R614 028 000 0002 0000
Jones Estate

Cypress Ridge
Amendment

CYPRESS RIDGE
PUD MASTER PLAN

BLUFFTON, SOUTH CAROLINA

DATE: August 8, 2007
LAST REVISED: May 2018

PREPARED FOR

K. Hovnanian® Homes

COMMERCIAL AREA:

Total Site Acreage Allotted:.....30.5 Ac.
D.R. Horton Rights:..... 19.36 Ac.
Magnolia Group Rights:..... 11.14 Ac.

OPEN SPACE:

Total Site Acreage:..... +/- 1412 Ac.
Total Site Open Space:..... +/- 797 Ac. *
Percent Total Open Space:.....+/- 56 % **

*According to the Jones Estate PUD Concept Plan, Open Space shall consist of: Landscape Areas, Water Bodies (Lagoons, Ponds, Impoundments, Lakes and Effluent Disposal Areas), Salt/Freshwater Wetlands, Recreational Areas (River Access Sites, Playgrounds, Ball Fields, Lawn Game Fields, Garden, Linear Park, Public Parks, etc.) Public or Private Regulation or Par Three Golf Courses including ancillary Facilities such as Golf Learning Centers, Practice Facilities, and Maintenance Facilities, Pedestrian/Bicycle Trails and Permeter Buffers.

** According to the Jones Estate PUD Concept Plan, the required Total Acreage shall be 10% of the total site acreage. According to this Master Plan, the required amount of Open Space is exceeded by 460%.

*** Easement location is based on current thinking by SCE&G and is subject to change based on SCE&G and Applicaant's aggreement on location.

**** See the Amendment to Development Aggreement and Concept for the Jones Estate PUD Concept Plan.

LEGEND:

- Amenity Sites
- Lots
- Commercial
- Lagoons
- New River Trail Approximate Location
- Storage Facility
- Open Space
- Recommended Traffic Signal Location
- Portion of the 13.13 Ac. of Additional Wetland Buffer
- Proposed 170 & 46 Expanded ROW (Orange)
- Existing Wetland & Proposed 25' Wetland Buffer
- Portion of the Proposed Bluffton Parkway

TOTAL PROJECT UNITS.....1844

VICINITY MAP
NOT TO SCALE

N
W E
S

GRAPHIC SCALE

400 0 200 400 800 1600

(IN FEET)
1 inch = 400 ft.

THOMAS & HUTTON

50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 • 912.234.5300

www.thomasandhutton.com

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

COPYRIGHT © 2017 THOMAS & HUTTON

CYPRESS RIDGE
PUD MASTER PLAN

BLUFFTON, SOUTH CAROLINA

DATE: August 8, 2007
LAST REVISED: June 2020

PREPARED FOR

D.R. HORTON, INC.

COMMERCIAL AREA:

Total Site Acreage Allotted:.....30.5 Ac.
D.R. Horton Rights:..... 19.36 Ac.
Magnolia Group Rights:..... 11.14 Ac.

OPEN SPACE:

Total Site Acreage:..... +/- 1412 Ac.
Total Site Open Space:..... +/- 836 Ac. *
Percent Total Open Space:.....+/- 59 % **

*According to the Jones Estate PUD Concept Plan, Open Space shall consist of: Landscape Areas, Water Bodies (Lagoons, Ponds, Impoundments, Lakes and Effluent Disposal Areas), Salt/Freshwater Wetlands, Recreational Areas (River Access Sites, Playgrounds, Ball Fields, Lawn Game Fields, Garden, Linear Park, Public Parks, etc.) Public or Private Regulation or Par Three Golf Courses including ancillary Facilities such as Golf Learning Centers, Practice Facilities, and Maintenance Facilities, Pedestrian/Bicycle Trails and Permeter Buffers.

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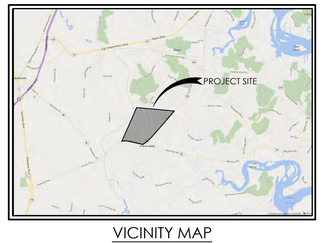
- Portion of the Proposed Bluffton Parkway

TOTAL PROJECT UNITS.....1844



VICINITY MAP
NOT TO SCALE

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W E
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GRAPHIC SCALE

400 0 200 400 800 1600

(IN FEET)
1 inch = 400 ft.

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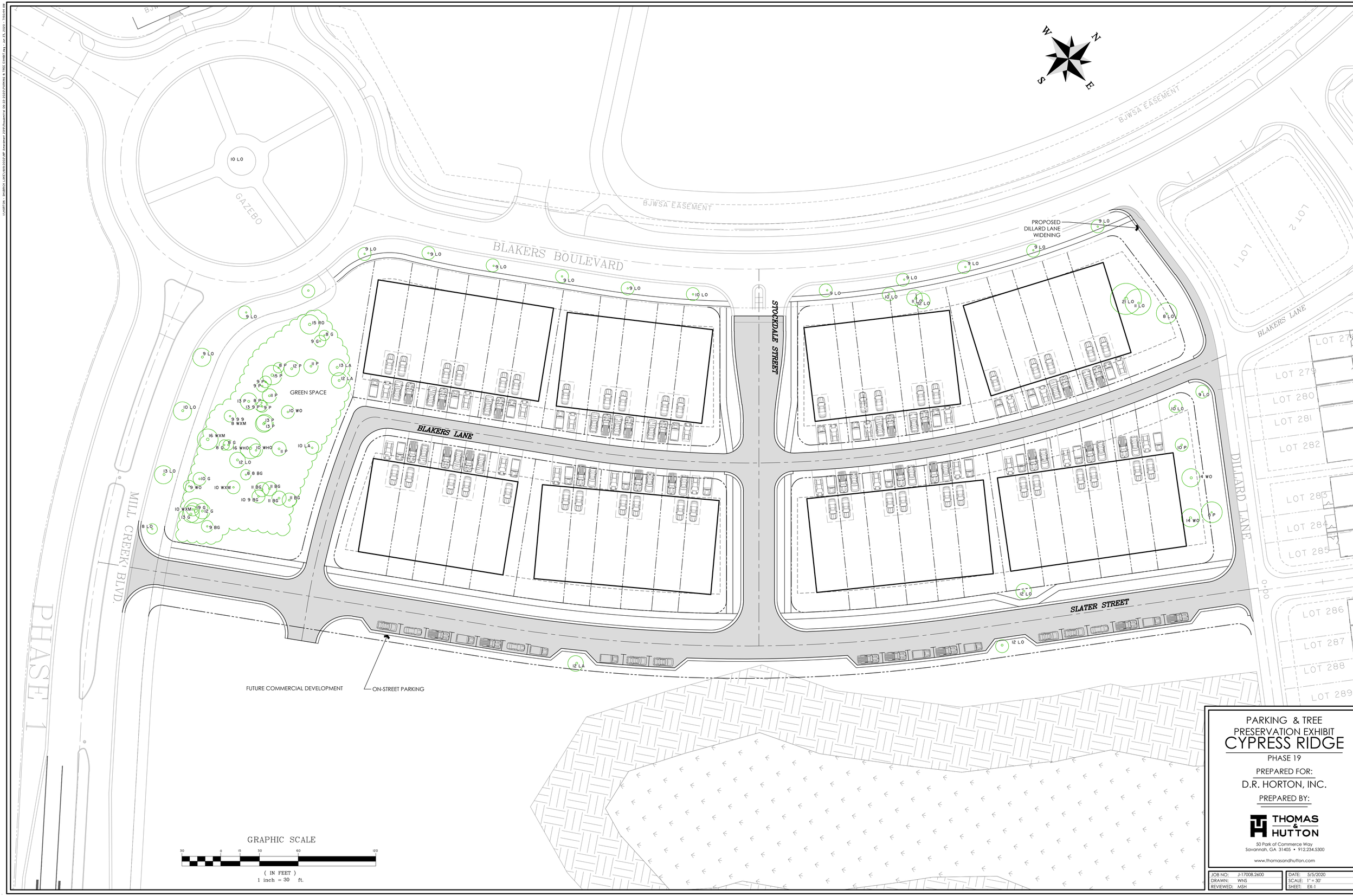


PARKING & TREE PRESERVATION EXHIBIT

CYPRESS RIDGE

PHASE 19

PREPARED FOR:

D.R. HORTON, INC.

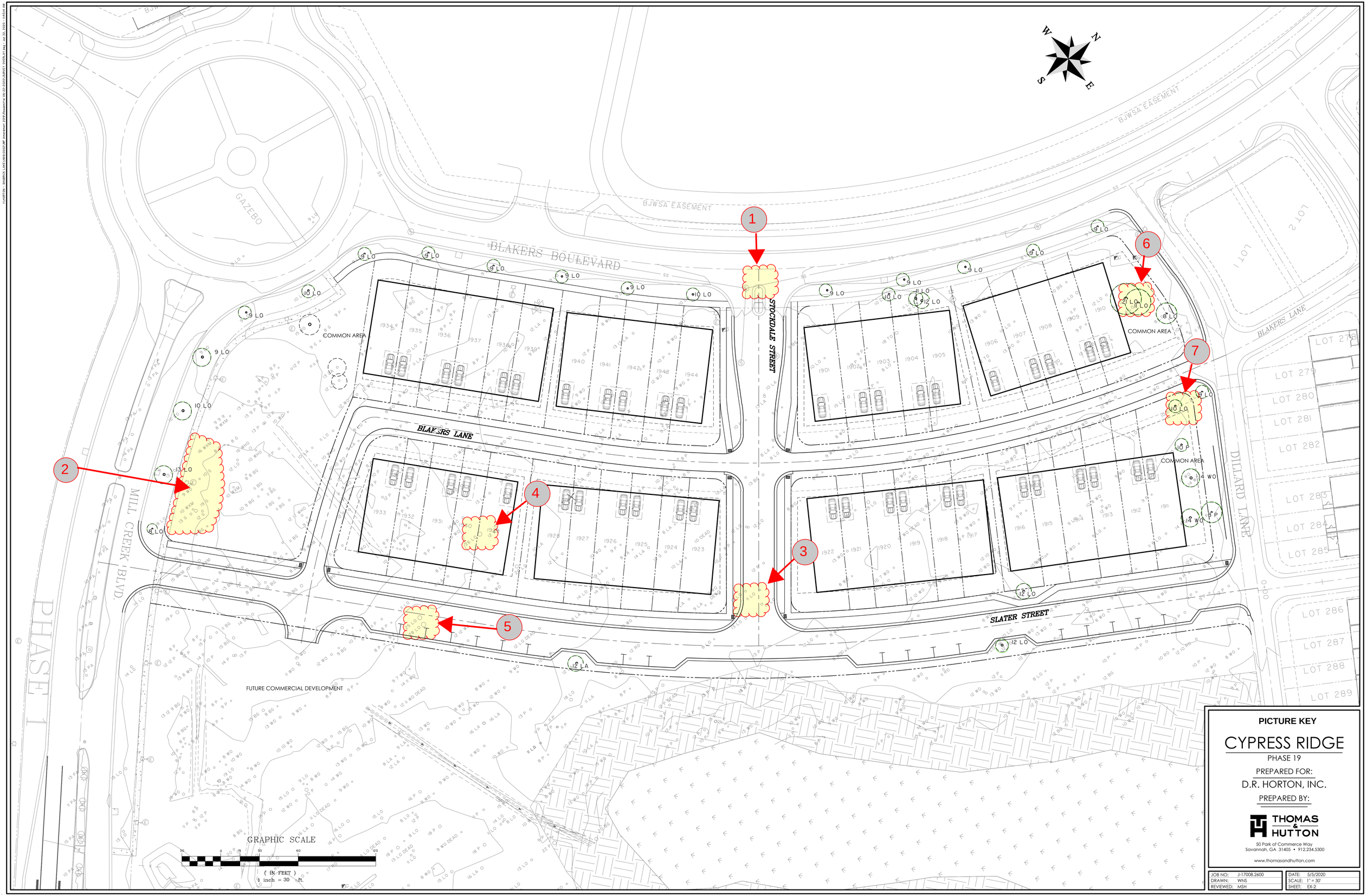
PREPARED BY:

THOMAS & HUTTON

50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300

www.thomasandhutton.com

JOB NO: J-17008.2600	DATE: 5/5/2020
DRAWN: WNS	SCALE: 1" = 30'
REVIEWED: MSH	SHEET: EX-1



PICTURE KEY

CYPRESS RIDGE

PHASE 19

PREPARED FOR:

D.R. HORTON, INC.

PREPARED BY:

THOMAS & HUTTON

50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300

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JOB NO: J-17008.2600	DATE: 5/5/2020
DRAWN: WNS	SCALE: 1" = 30'
REVIEWED: MSH	SHEET: EX-2

View 1

View 2

ATTACHMENT 4

View 3

View 4
Dead Limbs

View 5

View 6

View 7

Attachment 5

Proposed Motion

Consideration of approval of an amendment to the Master Plan for property referred to as Cypress Ridge within the Jones Estate PUD to update the transportation network by adding roads and service lanes to the commercial village area of Mill Creek located at the intersection of Highway 170 and Mill Creek Blvd.

"I move to {approve or approve with conditions} the Master Plan Amendment for Cypress Ridge."

Or

"I move to deny the Master Plan Amendment for Cypress Ridge."

TOWN COUNCIL

STAFF REPORT
Executive Office

MEETING DATE:	July 14, 2020
PROJECT:	Consideration of an Emergency Ordinance of the Town of Bluffton Extending the Temporary Suspension of the Normal Operating Procedures of the Town of Bluffton Town Council Meetings and Other Public Meetings and to Authorize the Town Manager to Develop and Enact Such Plans and Policies Needed to Ensure Continuity in the Delivery of Government Services in Light of the COVID-19 Outbreak– Scott Marshall, Deputy Town Manager
PROJECT MANAGER:	Scott M. Marshall, MPA, ICMA-CM, Deputy Town Manager

RECOMMENDATION:

Request Town Council's Consideration of the Ordinance presented at Attachment 1, which effectively extends Sections 1 and 2 of Town of Bluffton Emergency Ordinance 2020-3 for an additional 60 days, beginning July 18, 2020.

BACKGROUND/DISCUSSION:

On March 16, 20120, Mayor Lisa Sulka declared that a State of Emergency existed in the Town of Bluffton as a result of the COVID-19 pandemic. On March 17, 2020 Town Council unanimously passed Emergency Ordinance 2020-03, a copy of which is found at Attachment 2. This Ordinance expired on May 17, 2020 and accomplished the following:

1. Section 1 provides standards for electronic meetings.
2. Section 2 provides authorization to the Town Manager, pursuant to the Town of Bluffton Code of Ordinances, Section 2-116, to develop and enact all such plans and policies intended to ensure the continuity of delivery of government services In light of the COVID-19 outbreak and to take necessary action to protect the health, safety, and welfare of town residents, visitors, and employees and staff.
3. Section 3 suspends certain municipal deadlines.
4. Section 4, in accordance with Governor McMasters Executive Order 2020-10, extends certain municipal tax deadlines.

Sections 3 and 4 of Emergency Ordinance 2020-3 were extended and modified on April 14, 2020 by Emergency Ordinance 2020-4, extending deadlines for certain municipal taxes and business license fees.

Sections 1 and 2 of Emergency Ordinance 2020-03 were effectively extended with the adoption of Emergency Ordinance 2020-05 on May 12, 2020, and is set to expire on July 18, 2020. The Emergency Ordinance presented for consideration at Attachment 1, if approved, will further extend Sections 1 and 2 of Emergency Ordinance 2020-03. It would become effective on July 18, 2020 and, unless rescinded sooner, would expire on September 17, 2020.

As this is an emergency ordinance, a 2/3 vote of Town Council is required to approve.

As a reminder, under the authority granted under Sections 1 and 2 of Emergency Ordinance 2020-03, the following actions have been taken so far:

1. All public meetings to conduct Town business have been conducted electronically.
2. At the Direction of the Town Manager:
    a. Public access to Town facilities has been restricted.
    b. Physical staffing of Town facilities has been reduced to the minimum required to conduct Town business.
    c. Telecommuting policies have been implemented for employees able to work remotely.
    d. The following decisions regarding access to public facilities were made:
        1) Access to all Town of Bluffton docks and boat ramps was closed on April 1, 2020, consistent with Governor McMaster's Executive Orders to close public access to beaches, public piers and parking lots associated with those activities.
        2) Consistent with the Governor's subsequent Executive Order to re-open boat ramps, the Oyster Factor Boat Ramp was re-opened on April 17, 2020.
        3) Restrictions to Town Public Docks remained in place after the Governor's Executive Order that such restrictions could be lifted on April 21, 2020.
        4) Access to parks and playgrounds was closed on April 1 to be consistent with the Governor's Executive Order to close public playgrounds and activities that involve the use of shared sporting apparatus and equipment.
        5) Access to Town parks and docks was opened on June 1, 2020 simultaneous with expiration of previous Executive Order issued by the Governor; however, access to playgrounds remains closed, consistent with CDC recommendations.

NEXT STEPS:

Pending Town Council's approval, the ordinance will be filed by the Town Clerk, as appropriate, and the Town will continue to function under emergency condition protocols already established in response to the COVID-19 pandemic .

ATTACHMENTS:

1. Emergency Ordinance of the Town of Bluffton Extending the Temporary Suspension of the Normal Operating Procedures of the Town of Bluffton Town Council Meetings and Other Public Meetings and to Authorize the Town Manager to Develop and Enact Such Plans and Policies Needed to Ensure Continuity in the Delivery of Government Services in Light of the COVID-19 Outbreak.
2. Town of Bluffton Emergency Ordinance 2020-3.
3. Town of Bluffton Emergency Ordinance 2020-5.
4. Suggested Motion Language.

ATTACHMENT 1

EMERGENCY ORDINANCE No. 2020-_____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN EMERGENCY ORDINANCE OF THE TOWN OF BLUFFTON EXTENDING THE TEMPORARY SUSPENSION OF THE NORMAL OPERATING PROCEDURES OF THE TOWN OF BLUFFTON TOWN COUNCIL MEETINGS AND OTHER PUBLIC MEETINGS AND TO AUTHORIZE THE TOWN MANAGER TO DEVELOP AND ENACT SUCH PLANS AND POLICIES NEEDED TO ENSURE CONTINUITY IN THE DELIVERY OF GOVERNMENT SERVICES IN LIGHT OF THE COVID-19 OUTBREAK

WHEREAS, on March 13, 2020, the Honorable Henry McMaster, Governor of South Carolina, issued Executive Order No. 2020-08 related to 2019 Novel Coronavirus ("***COVID-19***") and declared that a State of Emergency exists in South Carolina; and,

WHEREAS, on March 15, 2020, the Centers for Disease Control and Prevention issued guidance recommending the suspension of large events and mass gatherings that consist of 50 people or more in order to slow the spread of COVID-19; and,

WHEREAS, on March 16, 2020, in accordance with Section 2-202(a) of the Code of Ordinances for the Town of Bluffton, South Carolina (the "***Town Code***"), the Honorable Lisa Sulka, Mayor of the Town of Bluffton, issued a proclamation declaring a state of emergency throughout the Town to protect the public health, safety, and welfare of the residents, guests, and visitors to the Town of Bluffton from the dangers caused by the increasing number of confirmed cases of COVID-19; and,

WHEREAS, the Town of Bluffton adopted Emergency Ordinance 2020-3 on March 17, 2020; and,

WHEREAS, the Town of Bluffton adopted Emergency Ordinance 2020-5 on May 12, 2020, effectively extending key provisions in Emergency Ordinance 2020-03; and,

WHEREAS, Emergency Ordinance 2020-05 will expire, if not extended, on July 18, 2020; and

WHEREAS, South Carolina law provides that cities and counties may enact emergency ordinances to meet public emergencies affecting life, health, safety or the property of the people upon a single reading; and,

WHEREAS, it is hereby determined that a public emergency affecting life, health, and safety continues to exist and that a State of Emergency exists within the Town of Bluffton, and therefore, it is appropriate and necessary to conduct an emergency meeting in order to adopt this Emergency Ordinance.

NOW THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, as follows:

Section 1. The above Recitals and the Recitals in Bluffton Town Ordinance 2020-3 are incorporated herein.

Section 2. Sections 3 and 4 of Ordinance 2020-3 have already been extended by Ordinance 2020-4, dated April 14, 2020. Said extension is not changed or modified by this Ordinance.

Section 3. Bluffton Town Ordinance 2020-3 Sections 1 and 2 are hereby extended for an additional 60 days commencing on July 18, 2020.

Section 4. Effective Date; Expiration. The provisions hereof shall be effective upon a single hearing and two-thirds vote of the Governing Body, and shall expire on the sixty-first day following the effective date hereof.

Section 5. Severability. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

DONE, RATIFIED AND ENACTED AS AN EMERGENCY ORDINANCE AS AN EMERGENCY ORDINANCE BY THE TOWN COUNCIL FOR THE TOWN OF BLUFFTON, SOUTH CAROLINA, AT AN EMERGENCY MEETING, and approved at a meeting duly assembled by no less than an affirmative vote of two-thirds of the members of the Governing Body present, on this 14th day of July, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

_____
Kimberly Chapman, Town Clerk
Town of Bluffton, South Carolina

ATTACHMENT 2

EMERGENCY ORDINANCE No. 2020- 03

TOWN OF BLUFFTON, SOUTH CAROLINA

AN EMERGENCY ORDINANCE OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, TEMPORARILY SUSPENDING THE NORMAL OPERATING PROCEDURES OF TOWN OF BLUFFTON TOWN COUNCIL MEETINGS AND OTHER TOWN OF BLUFFTON PUBLIC MEETINGS; AND TO AUTHORIZE THE TOWN MANAGER FOR THE TOWN OF BLUFFTON TO DEVELOP AND ENACT SUCH PLANS AND POLICIES NEEDED TO ENSURE CONTINUITY IN THE DELIVERY OF GOVERNMENT SERVICES IN LIGHT OF THE COVID-19 OUTBREAK; TO TEMPORARILY SUSPEND THE OPERATION OF DEADLINES IMPOSED UPON THE TOWN; EXTEND TAX COMPLIANCE DEADLINES; AND MATTERS RELATED THERETO; AND SEVERABILITY

WHEREAS, on March 13, 2020, the Honorable Henry McMaster, Governor of South Carolina, issued Executive Order No. 2020-08 related to 2019 Novel Coronavirus ***("COVID-19")*** and declared that a State of Emergency exists in South Carolina; and,

WHEREAS, on March 15, 2020, the Centers for Disease Control and Prevention issued guidance recommending the suspension of large events and mass gatherings that consist of 50 people or more in order to slow the spread of COVID-19; and,

WHEREAS, on March 16, 2020, in accordance with **Section 2-202(a)** of the Code of Ordinances for the Town of Bluffton, South Carolina (the *"Town* ***Code"),*** the Honorable Lisa Sulka, Mayor of the Town of Bluffton, issued a proclamation declaring a state of emergency throughout the Town to protect the public health, safety, and welfare of the residents, guests, and visitors to the Town of Bluffton from the dangers caused by the increasing number of confirmed cases of COVID-19; and,

WHEREAS, while it is imperative for local government to continue to operate during States of Emergency, it is equally imperative for local governments to take steps to minimize the need for large gatherings in order to protect public health and safety and the health and safety of local government officials and staff; and,

WHEREAS, it is well recognized that COVID-19 presents a public health concern that requires extraordinary protective measures and vigilance; and,

WHEREAS, the South Carolina Freedom of Information Act, which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, (the ***"Act")*** defines a "Meeting" as "the convening of a quorum of the constituent membership of a public body, whether corporal *or by means of electronic equipment*, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power" (emphasis added); and,

WHEREAS, due to the State of Emergency related to COVID-19, it is advisable to make provisions for the holding of electronic public meetings, while ensuring any electronic meeting fully complies with the open meeting requirements of the Act; and,

WHEREAS, the Act further permits that emergency meetings of public bodies may be held without having provided twenty-four hours' notice of such meeting; and,

WHEREAS, for the protection of the public and members of the Town of Bluffton staff, Town of Bluffton Town Council (the ***"Governing Body")*** believes that protective measures designed to minimize

personal interactions must be implemented even if such measures temporarily adversely impact the provision of government services; and,

WHEREAS, South Carolina law provides that cities and counties may enact emergency ordinances to meet public emergencies affecting life, health, safety or the property of the people upon a single reading; and,

WHEREAS, it is hereby determined that a public emergency affecting life, health, and safety does exist and that a State of Emergency exists within the Town of Bluffton, and therefore, it is appropriate and necessary to conduct an emergency meeting in order to adopt this Emergency Ordinance.

NOW THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, as follows:

Section 1. Standards for Electronic Meetings. The Governing Body is hereby authorized to conduct public meetings exclusively in electronic form, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of the Governing Body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating "yay" or "nay." All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act.

(e) Members of the Governing Body shall strictly comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes shall not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening

restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

(g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. Members of the public may submit written public comments which shall be distributed to the members of the Governing Body.

(h) During the period of effectiveness of this [Ordinance/Resolution], any ordinance, resolution, policy, or bylaw of the Governing Body that conflicts with the provisions hereof is suspended and shall be superseded hereby.

The standards set forth for electronic meetings may also be utilized by any boards, commissions, or committees appointed by the Town of Bluffton, including but not limited to Planning Commission, the Board of Zoning Appeals, of the Historic Preservation Commission, with the written consent of the Town Manager.

Section 2. Authorization of Town Manager. To the fullest extent permitted by law, the Town Manager is hereby authorized to develop and enact all such plans and policies intended to ensure the continuity in the delivery of government services in light of the COVID-19 outbreak and to take necessary action to protect the health, safety, and welfare of Town residents, visitors, and employees and staff. These policies, plans, and actions may include but are not limited to the following:

a. Cancelling and revoking any special event permits issued prior to the date hereof, and limiting the issuance of any special event permits during the term of this State of Emergency; and,

b. Limiting or eliminating any non-essential government services to be provided by the Town or suspending or limiting nonemergency activities and large gatherings on property of the Town; and,

c. Utilizing all available resources of the Town as reasonably necessary to cope with the COVID-19 emergency; and,

d. Transferring the direction, personnel or functions of municipal government departments or units thereof for the purpose of facilitating emergency or essential governmental services as necessary or desirable; and,

e. Requiring any and all Town staff to work remotely and reimbursing staff for personal expenses incurred or necessary for such remote work; and,

f. Closing all or portions of Town Hall and other Town facilities to the public; and,

g. Establishing and instituting rules and standards for complying with requests for public records under the Act if such records are unavailable or resources are limited for compliance therewith.

ATTACHMENT 2

Section 3. Suspension of Municipal Deadlines. To the fullest extent permitted by law, any and all deadlines imposed against the Town by South Carolina law, including but not limited to those set forth in the Act and/or Title 6 of the South Carolina Code, shall be suspended during the pendency of the State of Emergency or until such time as this Ordinance is terminated, whichever shall occur first.

Section 4. Tax Compliance Deadline. In accordance with Executive Order 2020-10 issued by Governor McMaster on March 17, 2020, all municipal tax deadlines occurring after the date hereof be extended in accordance with the Executive Order.

Section 5. Effective Date; Expiration. The provisions hereof shall be effective upon a single hearing and two-thirds vote of the Governing Body, and shall expire on the sixty-first day following the effective date hereof.

Section 6. Severability. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

DONE, RATIFIED AND ENACTED AS AN EMERGENCY ORDINANCE AS AN EMERGENCY ORDINANCE BY THE TOWN COUNCIL FOR THE TOWN OF BLUFFTON, SOUTH CAROLINA, AT AN EMERGENCY MEETING, and approved at a meeting duly assembled by no less than an affirmative vote of two-thirds of the members of the Governing Body present, on this 17th day of March, 2020.

Lisa Sulka

Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

Kimberly Chapman

Kimberly Chapman, Town Clerk
Town of Bluffton, South Carolina

ATTACHMENT 3

EMERGENCY ORDINANCE No. 2020-05

TOWN OF BLUFFTON, SOUTH CAROLINA

AN EMERGENCY ORDINANCE OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, EXTENDING THE TEMPORARY SUSPENSION OF THE NORMAL OPERATING PROCEDURES OF TOWN OF BLUFFTON TOWN COUNCIL MEETINGS AND OTHER TOWN OF BLUFFTON PUBLIC MEETINGS; AND TO AUTHORIZE THE TOWN MANAGER FOR THE TOWN OF BLUFFTON TO DEVELOP AND ENACT SUCH PLANS AND POLICIES NEEDED TO ENSURE CONTINUITY IN THE DELIVERY OF GOVERNMENT SERVICES IN LIGHT OF THE COVID-19 OUTBREAK; AND MATTERS RELATED THERETO; AND SEVERABILITY

WHEREAS, on March 13, 2020, the Honorable Henry McMaster, Governor of South Carolina, issued Executive Order No. 2020-08 related to 2019 Novel Coronavirus ("***COVID-19***") and declared that a State of Emergency exists in South Carolina; and,

WHEREAS, on March 15, 2020, the Centers for Disease Control and Prevention issued guidance recommending the suspension of large events and mass gatherings that consist of 50 people or more in order to slow the spread of COVID-19; and,

WHEREAS, on March 16, 2020, in accordance with Section 2-202(a) of the Code of Ordinances for the Town of Bluffton, South Carolina (the "***Town Code***"), the Honorable Lisa Sulka, Mayor of the Town of Bluffton, issued a proclamation declaring a state of emergency throughout the Town to protect the public health, safety, and welfare of the residents, guests, and visitors to the Town of Bluffton from the dangers caused by the increasing number of confirmed cases of COVID-19; and,

WHEREAS, the Town of Bluffton adopted Emergency Ordinance 2020-3 on March 17, 2020; and,

WHEREAS, Emergency Ordinance 2020-3 will expire, if not extended, on May 17, 2020; and,

WHEREAS, South Carolina law provides that cities and counties may enact emergency ordinances to meet public emergencies affecting life, health, safety or the property of the people upon a single reading; and,

WHEREAS, it is hereby determined that a public emergency affecting life, health, and safety continues to exist and that a State of Emergency exists within the Town of Bluffton, and therefore, it is appropriate and necessary to conduct an emergency meeting in order to adopt this Emergency Ordinance.

NOW THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, as follows:

Section 1. The above Recitals and the Recitals in Bluffton Town Ordinance 2020-3 are incorporated herein.

Section 2. Sections 3 and 4 of Ordinance 2020-3 have already been extended by Ordinance 2020-4, dated April 14, 2020. Said extension is not changed or modified by this Ordinance.

Section 3. Bluffton Town Ordinance 2020-3 Sections 1 and 2 are hereby extended for an additional 60 days commencing on May 18, 2020.

Section 4. Effective Date; Expiration. The provisions hereof shall be effective upon a single hearing and two-thirds vote of the Governing Body, and shall expire on the sixty-first day following the effective date hereof.

Section 5. Severability. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

DONE, RATIFIED AND ENACTED AS AN EMERGENCY ORDINANCE AS AN EMERGENCY ORDINANCE BY THE TOWN COUNCIL FOR THE TOWN OF BLUFFTON, SOUTH CAROLINA, AT AN EMERGENCY MEETING, and approved at a meeting duly assembled by no less than an affirmative vote of two-thirds of the members of the Governing Body present, on this 12th day of May, 2020.

Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

Kimberly Chapman, Town Clerk
Town of Bluffton, South Carolina

ATTACHMENT 4

Motion Language

"I move to approve An Emergency Ordinance of the Town of Bluffton Extending the Temporary Suspension of the Normal Operating Procedures of the Town of Bluffton Town Council Meetings and Other Public Meetings and to Authorize the Town Manager to Develop and Enact Such Plans and Policies Needed to Ensure Continuity in the Delivery of Government Services in Light of the COVID-19 Outbreak, as presented."

TOWN COUNCIL

STAFF REPORT
Department of Growth Management

MEETING DATE:	July 14, 2020
PROJECT:	Consideration of an Ordinance Authorizing a Parcel Exchange between the Town of Bluffton and MFH Land, LLC for Certain Real Property Owned by the Town of Bluffton within New Riverside Identified as R610 036 000 3214 0000; and, Authorizing the Execution and Recording of Certain Documents Therewith – First Reading
PROJECT MANAGER:	Heather Colin, AICP Director of Growth Management

REQUEST: Town Staff requests that Town Council approve First Reading of an Ordinance (Attachment 1) Authorizing a Parcel Exchange between the Town of Bluffton and MFH Land, LLC for Certain Real Property Owned by the Town of Bluffton within New Riverside Identified as R610 036 000 3214 0000; and, Authorizing the Execution and Recording of Certain Documents Therewith.

BACKGROUND: On January 3, 2019, New Riverside, LLC donated 7.11 acres known as Parcel 4B-3 within the New Riverside Planned Unit Development Concept Plan as shown on the plat provided as Attachment 2.

Town Council then conditionally approved the New Riverside Village Master Plan, consisting of the 7.11 acres owned by the Town and 26.966 acres owned by MFH Land, LLC on February 11, 2020 as shown on the Master Plan provided as Attachment 3. The Master Plan included an alternate layout for the Town owned property, which will house a public park and stormwater facilities, to enhance overall site design. The Master Plan also includes a change to the existing primary access point on New Riverside Road closer to the SC Highway 47/170 roundabout which will require the relocation of the median cut and installation of turn lanes to serve New Riverside Village as well as the Town owned and Fire District owned properties across the street.

To move forward with the Master Plan, an exchange of the Town owned 7.11 acres for the reconfigured parcels, consisting of the proposed Parcel 4B-3A containing 2.476 acres and Parcel 4B-3B containing 3.031 acres for a total of 5.507 acres as shown on the draft plat provided as Attachment 4, is necessary. Additionally, the Town and MFH Land, LLC need to memorialize provisions for the development of the project and future responsibilities such as construction of the public park, cost sharing for the relocation of the median cut, future maintenance responsibilities, easements, and signage.

To address these needs, the Town and applicable parties drafted the Land Swap Agreement and Public-Private Development Contract provided as Exhibit A of Attachment 1.

This comprehensive document details the necessary provisions, which include, but are not limited to:

1. Authorization of the reconfiguration and exchange of the Town's property;

2. Obligations of MFH Land, LLC for the construction of the public park and stormwater facilities;

3. Obligations for the Town to install the park's playground, lighting, furniture, and kiosk signs as well as optional improvements for the construction of restroom and hydration facilities;

4. Cost share of 60% for the Town and 40% for MFH Land, LLC for improvements to New Riverside Road to relocate the median cut and install turn lanes;

5. Easements in favor of MFH for construction, utilities, stormwater, and maintenance; and

6. Easements in favor of the Town for access, parking, signage, stormwater drainage and maintenance.

NEXT STEPS: Should Town Council desire to move forward with the proposed exchange, the anticipated schedule is as follows:

Meeting/Task	Date	Description	Action
Town Council	July 14, 2020 6:00 p.m.	Authorization of the Real Property Exchange	Ordinance 1st Reading
Town Council	August 11, 2020 6:00 p.m.	Authorization of the Real Property Exchange Agreement	Ordinance 2nd and Final Reading
Agreement Execution	August 12, 2020	Execution of Final Real Property Exchange Agreement	Town and MFH Land, LLC Execute Final Real Property Exchange Agreement
Due Diligence	August 12, 2020	Begin Due Diligence Activities	Town Attorney, Staff, and MFH Land, LLC Begin Due Diligence

Closing Documents	September 8, 2020	Preparation of Closing Documents	Town Attorney, Staff, and MFH Land, LLC Prepare Closing Documents
UDO Administrator	September 8, 2020	Subdivision Plan: Town Parcel Reconfiguration	Approval of Subdivision Plan
Closing	September 11, 2020	Closing	Town and MFH Land, LLC Close on the Real Property Exchange

ATTACHMENTS:

1. Ordinance Authorizing a Parcel Exchange between the Town of Bluffton and MFH Land, LLC for Certain Real Property Owned by the Town of Bluffton within New Riverside Identified as R610 036 000 3214 0000; and, Authorizing the Execution and Recording of Certain Documents Therewith:
    a. Exhibit A - Public-Private Development Contract
2. Town Owned Property Plat of Parcel 4B-3 containing 7.11 Acres
3. New Riverside Village Master Plan
4. Draft Reconfiguration Plat
5. Proposed Motion

Attachment 1

ORDINANCE NO. 2020-__

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AUTHORIZING A PARCEL EXCHANGE BETWEEN THE TOWN OF BLUFFTON AND MFH LAND, LLC FOR CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BLUFFTON WITHIN NEW RIVERSIDE IDENTIFIED AS R610 036 000 3214 0000; AND, AUTHORIZING THE EXECUTION AND RECORDING OF CERTAIN DOCUMENTS THEREWITH.

WHEREAS, the Town of Bluffton, South Carolina, (the "Town") presently owns Parcel 4B-3 consisting of 7.11 upland acres within the New Riverside Concept Plan ("Town Owned Property"); and,

WHEREAS, MFH Land, LLC ("MFH") proposed the exchange of the Town Owned Property for two reconfigured parcels consisting of 2.476 acres and 3.031 acres for a total of 5.507 acres; and,

WHEREAS, on February 11, 2020, Town of Bluffton Town Council (the "Town Council"), by majority vote, approved the New Riverside Village Master Plan which contemplated the abovementioned parcel exchange; and,

WHEREAS, in addition to the parcel exchange, the Town and MFH negotiated certain terms, easements and obligations all of which are detailed in a certain Land Swap Agreement and Public-Private Development Contract (New Riverside Village)

WHEREAS, Sections 5-7-40 and 5-7-260 of the South Carolina Code of Laws and Sections 2-13(a)(8) and 2-13(a)(4) of the Code of Ordinances for the Town of Bluffton requires that Town Council act by Ordinance to convey, lease, or authorize the conveyance or lease of any Town owned lands as well as easements and public rights-of-way.

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

SECTION 1. EXECUTION AND DELIVERY OF LAND SWAP AGREEMENT AND PUBLIC-PRIVATE DEVELOPMENT CONTRACT. The Town Council hereby authorizes the exchange, acceptance, transfer and conveyance of the necessary property and easements as well as the terms of said document and hereby authorizes the Town Manager to execute the Land Swap Agreement and Public-Private Development Contract in substantial form to the one attached hereto as Exhibit "A".

SECTION 2. AUTHORIZATION FOR ADDITIONAL ACTIONS. The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all documents necessary to consummate the exchange, acceptance, transfer and conveyance of the property, easements and obligations resulting from Exhibit "A" including, without limitation, the delivery and recordation of Exhibit "A" with the Office of the Register of Deeds for Beaufort County, South Carolina. The Town Manager is hereby authorized to pay such reasonable costs of the transaction as may be necessary.

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

DONE, RATIFIED AND ENACTED this _____ day of _____, 2020.

This Ordinance was read and passed at First Reading on _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at Second and Final Reading held on_____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

_____
Kimberly Chapman
Clerk, Town of Bluffton, South Carolina

Exhibit "A"

STATE OF SOUTH CAROLINA	)	**LAND SWAP AGREEMENT and PUBLIC-PRIVATE**
	)	**DEVELOPMENT CONTRACT**
COUNTY OF BEAUFORT	)	**(New Riverside Village)**

THIS LAND SWAP AGREEMENT and PUBLIC-PRIVATE DEVELOPMENT CONTRACT (NEW RIVERSIDE VILLAGE) (the "***Agreement***") is made effective as of **_____**, 2020 (the "***Effective Date***") by and between MFH LAND, LLC, a South Carolina limited liability company ("***MFH***" or "***Developer***") and THE TOWN OF BLUFFTON, a South Carolina municipal corporation (the "***Town***")(collectively, the "***Parties***").

WITNESSETH

WHEREAS, the Town is the fee simple owner of that certain parcel of real property consisting of 7.11 acres, more or less, located within the Town of Bluffton, South Carolina, and identified as Parcel 4B-3 of New Riverside, as shown on that certain plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 150 at Page 168, which parcel is more particularly described in the Exhibit attached as **EXHIBIT "A"** and which is incorporated herein by reference (the "***Town Property***"); and,

WHEREAS, MFH is the fee simple owner of that certain parcel of real property consisting of 26.97 acres, more or less, located within the Town of Bluffton, South Carolina, and identified as Parcel 4B-2 of New Riverside, as shown on that certain plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 150 at Page 168, which parcel is more particularly described in the Exhibit attached as **EXHIBIT "B-1"** and which is incorporated herein by reference (the "***Developer Property***"); and,

WHEREAS, prior to the Closing contemplated in Article III of this Agreement, MFH intends to take title to that certain parcel of real property consisting of 1.431 acres, more or less, located within the Town of Bluffton, South Carolina, and identified as "Buffer Parcel" within New Riverside, as shown on that certain plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book ____ at Page ____, which parcel is more particularly described in the Exhibit attached as **EXHIBIT "B-2"** and which is incorporated herein by reference (the "***Buffer Parcel***"); and,

WHEREAS, on February 11, 2020, the Town Council for the Town of Bluffton, South Carolina, granted conditional approval to a conceptual Master Plan application prepared by Thomas & Hutton Engineering Co., Inc., submitted by MFH for the Developer Property and the Town Property, with portions of the approved Conceptual Master Plan attached as **EXHIBIT "C"** and which is incorporated herein by reference (the "***Master Plan***"); and,

WHEREAS, the Master Plan envisions a multi-use community that incorporates traditional civic uses, single-family and multi-family residential dwelling units, a commercial village component designed with consistent architectural styles and scales appropriate to the location, and multiple pedestrian pathways interconnected with other areas of New Riverside, all centered on municipally-owned parks and water features (herein, "***New Riverside Village***"); and,

WHEREAS, to develop New Riverside Village under the Master Plan, the Town must convey portions of the Town Property to MFH and MFH must convey portions of the Developer Property to the Town; and,

WHEREAS, the Master Plan also calls for public and private infrastructure improvements within New Riverside Village to support the development of the Property; and,

WHEREAS, in conjunction with the above-described land swap, the Parties desire to establish certain easements to benefit New Riverside Village, or portions thereof, and in some cases, impose certain covenants, conditions and restrictions affecting certain portions of New Riverside Village as detailed more fully herein; and,

WHEREAS, the easements, covenants, conditions and restrictions anticipated under this Agreement shall run with the land to the end that a beneficial plan for the development and operation of New River Village will be established and maintained; and,

WHEREAS, the Parties desire for this Agreement to clarify their respective obligations and responsibilities for the construction and development of New Riverside Village as set forth in the Master Plan.

AGREEMENT

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

ARTICLE I:
GENERAL MATTERS

Section 1.1: Incorporation of Recitals. The above recitals and exhibits are incorporated herein as if restated fully and are made an integral part hereof so their contents are a substantive part of this Agreement.

Section 1.2: Property Description. The real property subject to this Agreement is described in **EXHIBIT "A"** and **EXHIBIT "B-1"** and **EXHIBIT "B-2"** to this Agreement, as amended from time to time (collectively, the "***Property***").

Section 1.3: 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):

Access Easement Areas. The areas labeled as "50' Primary Access Easement", "100' Primary Access Easement", and "Access, Parking & Utility Easement 2.375 AC" as shown on the Plat.

Approving Authorities. Shall mean any local, state, or federal public body, regulatory agency, and/or governmental entity with jurisdiction over the Property as to any particular matter.

Closing. Shall mean the time that each of the deliveries to be made by MFH and the Town (as provided in Article III) are made and each of the Closing conditions of the Parties have been satisfied or waived.

Construction Contract. Any and all construction contracts related to the Developer Capital Improvements entered into between MFH and a contractor for the delivery, installation, construction, testing, with professional and technical personnel, labor, supervision,

administration, materials, transportation, supplies, tools, equipment, and such other work and materials necessary to be performed or supplied to meet the requirements of the Construction Contract, including any work which is not expressly described in the Contract but which is nevertheless necessary for the proper execution of the work, and any change orders, but does not include Engineering Services.

Costs. All hard and soft costs incurred in connection with the design (including all engineering expenses), construction and installation of the Developer Capital Improvements, including, but not limited to, costs of labor, materials and suppliers, engineering, design and consultant fees and costs, blue printing services, construction staking, demolition, soil amendments or compaction, any processing, plan check or permit fees for the Developer Capital Improvements, engineering services required to obtain a permit for and complete the Developer Capital Improvements, costs of compliance with all applicable laws, costs of insurance required by this Agreement, costs of any financial assurances, any corrections, changes or additions to work required by the Approving Authorities or necessitated by site conditions, state and county taxes imposed in connection with construction of the Developer Capital Improvements, any impact fees, any warranty work, and any other costs incurred in connection with the performance of the obligations of the Parties (as applicable) hereunder to complete the Improvements.

Development Agreements. Shall mean, collective, the Palmetto Bluff Development Agreement, the Jones Development Agreement, the First Amendment to the Jones Development Agreement and the Palmetto Bluff Development Agreement, the Second Amendment to the Palmetto Bluff Development Agreement, the First Amendment to the New Riverside Concept Plan, the First Amendment to the Second Amendment to the Palmetto Bluff Development Agreement, the Second Amendment to the New Riverside Concept Plan, the Third Amendment to the Palmetto Bluff Development Agreement and Third Amendment to the New Riverside Concept Plan, the First Amendment to the First Amendment to the New Riverside Concept Plan, the Fourth Amendment to the Palmetto Bluff Development Agreement and First Amendment to the Palmetto Bluff Concept Plan, and the Fourth Amendment to the New Riverside Concept Plan, as the same may be amended from time to time.

Drainage Easement Area. The areas labeled as "Drainage Easement" as shown on the Plat.

Drainage Plan. Shall mean, collectively, the Stormwater Master Plan for the New Riverside Development prepared by Thomas & Hutton Engineering Co. and dated September, 2004, as approved by the Town of Bluffton, and any site-specific drainage plan for the Property or any portion thereof, as approved by the Town of Bluffton.

Engineer. Thomas & Hutton Engineering Co., a Georgia corporation, in good standing with the State of South Carolina.

Landscape Plan. Shall mean that plan prepared by Engineer or other professional that sets forth the proposed landscaping, irrigation, hardscape, fencing, landscaped structural improvements, and/or other visual enhancements, consistent with the Master Plan, for the Revised Town Property as approved by both Parties, a copy of which is attached hereto as **EXHIBIT "E"**.

Lot(s). Shall mean Parcel 4B-3B, Parcel 4B-3A, and Parcel 4B-2. The term "**Lot**" shall **NOT** include any other parcel of land in the Property created by the further subdivision or separate ownership of portions of the Property, respectively.

Master Plan. The Town of Bluffton approved Conceptual Master Plan for the Property prepared by Engineer, with relevant portions attached hereto as **EXHIBIT "C".**

Occupant. Any person or entity from time to time entitled to the use and occupancy of any portion of the Property, or building improvement thereon, under an ownership right of any lease, sublease, assignment, license, concession, or other similar agreement.

Owner. The fee simple owner or owners (whether one or more) of any one or more of the Lots within the Property, as the reference shall make applicable. Any grant of easements or other rights contained in this Agreement granted to benefit an Owner of a particular Lot shall be construed to mean that the grant benefits both the Owner and any subsequent successor-in-title Owner of such Lot; provided, the easements and rights granted shall only be exercisable by any particular Owner while such Owner retains fee simple title to the Lot.

Permittees. All Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, tenants, subtenants and concessionaires of Occupants insofar as their activities relate to the intended development, use and occupancy of any Lot.

Plat. That certain plat entitled "*Reconfiguration Plat of Parcels 4B-2, 4B-3A, and 4B-3B, Town of Bluffton, Beaufort County, South Carolina,"* prepared by Robert K. Morgan, III, Thomas & Hutton Engineering Co., dated March 11, 2020, last revised _____, and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book ____ at Page ____, which parcel is more particularly described in the Exhibit attached as **EXHIBIT "D"** and which is incorporated herein by reference.

Property. Shall mean, collectively, that certain real property consisting of a combined 34.08 acres, more or less, identified as Parcel 4B-2 and Parcel 4B-3 of New Riverside, as shown on that plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 150 at Page 168; and, also that certain real property consisting of 1.431 acres, more or less, identified as "Buffer Parcel" as shown on that certain plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book ____ at Page ____ . The Property consists of the Revised Developer Property, the Revised Town Property, and the Buffer Parcel as shown on the Plat.

Signage and Landscape Easement Area. The areas labeled as "Parcel 4B-2 Primary 25' Sign and Landscape Easement" and "Sign Easement 96 SF 0.002 AC" as shown on the Plat.

Storm Drainage System. The storm water drainage facilities, including, without limitation, storm water pipes, inlets and grates for the drainage of storm water within the Property, the detention or retention pond areas serving the Property to be constructed within the Town Revised Property (as same may be expanded from time to time and including all fencing, landscaping and other facilities relating to such area) and the outfall within the Drainage Easement Area as shown on the Plat.

Substantial Completion. Shall mean when the improvements are completed in substantial accordance with the Development Plans and a Certificate of Compliance (COC) by the appropriate governing authorities has been issued for the applicable improvements on the Property.

Upkeep. Operation, supervision, maintenance, upkeep, repair and replacement.

Utility Easement Areas. Those areas labeled as a "15' Utility Easement" and "Access, Parking & Utility Easement 2.375 AC" as shown on the Plat.

Utility Facilities. Those facilities and systems for the transmission or other provision of utility services, including, but not limited to, storm water drainage, detention or retention systems or structures, water mains, sewers, lift stations, water sprinkler system lines, electrical conduits or systems, gas mains, other public or private utilities providing service to the Property and/or the Lots that are located within any Utility Easement Areas, the Drainage Easement Areas, and/or the Revised Town Property.

Section 1.4: Relationship Is Not an Unincorporated Association or Partnership. ALL OWNERS OF ANY LEGAL, EQUITABLE, OR POSSESSORY INTEREST IN A PORTION OF THE PROPERTY, AS WELL AS ANY PERSONS WHO MAY USE OR ENJOY ANY PORTION OF THE PROPERTY ACKNOWLEDGE AND RECOGNIZE THAT THIS AGREEMENT DOES NOT CREATE AND IS NOT INTENDED TO CREATE AN UNINCORPORATED NONPROFIT ASSOCIATION OR PARTNERSHIP.

Section 1.5: New Riverside Master Declaration. Pursuant to Article VI of the Master Declaration (as defined herein), New Riverside, LLC, has the authority to subject any property within the New Riverside Planning Area to the Master Declaration and/or to modify the terms of the Master Declaration as to certain properties. On December 21, 2018, New Riverside, LLC, executed a *Supplemental Declaration for Parcel 4B-2 New Riverside To That Certain Declaration of Covenants, Conditions and Restrictions for New Riverside*, which was recorded with the Office of the Register of Deeds for Beaufort County, South Carolina, on December 31, 2018, in Record Book 3725 at Page 1658 (the "***MFH Supplemental Declaration***"). The MFH Supplemental Declaration subjected the Developer Property to the Master Declaration. On December 31, 2018, New Riverside, LLC, executed a *Supplemental Declaration to Declaration of Covenants, Conditions & Restrictions for New Riverside*, which declaration was recorded with the Office of the Register of Deeds for Beaufort County, South Carolina, on January 2, 2019, in Record Book 3725 at Page 2295 (the "***Town Supplemental Declaration***"). The Town Supplemental Declaration subjected approximately 47 acres of real property, including the 7.11 acre Town Property as defined herein, to the Master Declaration subject, however, to certain limitations and exceptions including that the ownership of the Town Property does not create mandatory membership in the Association for the Town or impose upon the Town any financial obligations to the Association. As a material condition to the Parties' obligations hereunder, including but not limited to the land exchange contemplated in Article III, the Parties recognize that New Riverside, LLC, shall execute one or more *Amended Supplemental Declaration(s)* or the equivalent thereof, that amends the MFH Supplemental Declaration and the Town Supplemental Declaration by effectively replacing the Town Property with the Revised Town Property (as defined herein), which instrument shall be recorded with the Beaufort County Register of Deeds contemporaneously with the deed to the Town for the Revised Town Property (as defined herein). New Riverside, LLC, hereby joins in this Agreement as to this Section 1.5, as evidenced by that *Consent and Joinder of Declarant* attached hereto as **EXHIBIT "H"** (the "***Joinder***"), and which is incorporated herein by reference.

ARTICLE II:
DEVELOPMENT OBLIGATIONS

Section 2.1: Joint Planning of Infrastructure for New Riverside Village. The Parties agree to jointly provide for the planning and installation of the infrastructure to support the development of New Riverside Village in accordance with the Master Plan according to the terms and conditions set forth herein. MFH, through its agents or contractors, will manage and finance the design, development, and

construction of the infrastructure on the Property except as otherwise provided. MFH agrees to promptly construct New Riverside Village in accordance with the Master Plan.

Section 2.2: MFH Development Obligations. Subject to the terms and conditions set forth herein and in consideration of the other Party's obligations hereunder, MFH, by or through its contractors, has agreed to and shall Substantially Complete or cause to be Substantially Completed the Developer Capital Improvements, as defined in Section 2.2(a) below, on or before December 31, 2023, (the "***Developer Completion Deadline***"); provided, however, this obligation shall be subject to Section 2.2(b) herein.

(a) **Developer Capital Improvements**. For the purposes of this Agreement, the Developer Capital Improvements to be completed by MFH on or before the Developer Completion Deadline shall include the following (collectively, the "***Developer Capital Improvements***"):

(1) *Pond Parcel Improvements*. MFH shall construct these improvements on the Revised Town Property for the development and future operation of a municipal park system centered on two (2) freshwater recreational ponds (collectively, the "***Pond Parcel Improvements***"):

(i) Two (2) ponds consisting of a combined approximately two-and-a-half (2.5) acres on the Revised Town Property, with one pond to be on Parcel 4B-3A and one pond to be on Parcel 4B-3B, as illustrated on the Master Plan. Both ponds shall be of a depth that meets South Carolina Department of Natural Resources' recommendations for the recreational uses intended hereunder and shall also comply with any and all local standards applicable for retention purposes. Ponds shall include sufficient water volume to support adequate fish production/habitat, to overcome evaporation and seepage, to maintain a desirable water level, and to properly handle stormwater volume. Both ponds shall be stocked with indigenous freshwater fish, including but not limited to fingerling bass and bream, of the amount and type recommended by the South Carolina Department of Natural Resources for the area in which the ponds will be located and the size/dimensions of the ponds. MFH shall pay all costs related to the stocking of fish in the ponds. MFH, at recommendation by professional lake management consultant, shall equip both ponds with pond circulation and/or aeration systems of an appropriate size and quality to maintain a healthy fish habitat and as necessary to support water quality.

(ii) A hard-surface, multi-purpose trail system that supports multiple modes of travel including walking, jogging, bicycling, or other forms of non-motorized transport, that is located on the Revised Town Property and is interconnected with the pedestrian pathways and sidewalks around New Riverside as illustrated on the Master Plan.

(iii) At least one (1) fishing platform on the pond intended for Parcel 4B-3B and one (1) viewing platform on the pond intended for Parcel 4B-3A, as illustrated on the Master Plan, with such platforms being of sufficient size and design to support the purposes of this Agreement, and subject to the prior written approval of the Town before construction.

(iv) Landscaping on the Revised Town Property with appropriate and sufficient irrigation systems, as set forth in the Landscape Plan, and as may be modified pursuant to any condition to Planning Commission approval.

(v) All portions of the Stormwater Drainage System to be located on the Town Revised Property.

(2) *Offsite Pond Improvements*. MFH shall also construct and install the following improvements on the Revised Developer Property and/or the Buffer Parcel (as applicable), which improvements shall support the Pond Parcel Improvements and be used non-exclusively by the public for public purposes (collectively, the "***Offsite Pond Improvements***"). These improvements include non-exclusive vehicular and pedestrian access to and throughout New Riverside Village, non-exclusive on-street parking, sidewalks, street lighting, and streetscape landscaping on the roadways and streets of New Riverside Village (as more fully defined as Roadway Improvements in Section 4.4(a) of this Agreement); an eight-foot (8') wide mulched hardwood pedestrian pathway, located on the Revised Developer Property and interconnected with the pedestrian pathways and sidewalks around New Riverside as illustrated by the "Proposed Trail" on the Master Plan; and, adequate utilities for the reasonable operation of the Revised Town Property, including but not limited to all portions of the Stormwater Drainage System located on the Revised Developer Property and/or the Buffer Parcel to be constructed in accordance with the Drainage Plan, appropriate water and sewer mainline extensions and laterals/stub outs, and electric service.

(3) *New Riverside Road Improvements*. As part of the development of the Property and adjacent Town-owned property within New Riverside, MFH shall, at its cost and expense (subject to the reimbursement requirement of the Town set forth in Section 2.12 below) construct and/or finance the construction within New Riverside Road all infrastructure improvements necessary to accommodate a left turn lane into New Riverside Village, median cross-over, and a corresponding left turn lane into the Town's adjacent property commonly identified as the Barn Parcel. These infrastructure improvements may include, without limitation, roadway expansion, including curb and gutter, earthwork, utilities, stormwater drainage systems, streetlights, walkways, and landscaping, and all other improvements as required by governmental authorities or necessary for the development of the Property and adjacent parcels owned by the Town (herein, the "***New Riverside Road Improvements***"). These New Riverside Road Improvements are subject to the approval of appropriate governing authorities and the record owner of New Riverside Road. Upon the completion of the Roadway Improvements, MFH intends to convey all or some of its interests in the Roadway Improvements to the applicable owner of New Riverside Road.

(b) **Force Majeure**. Notwithstanding any contrary provision of this Agreement, the Developer Completion Deadline and the time for performance of MFH's obligations hereunder shall be extended by a period of time equal to any period that such performance or progress in construction of the Developer Capital Improvements is delayed due to any acts or failure to act of any Approving Authority, strike, riot, act of war, act of terrorism, act of violence, weather, act of God, or any other act, occurrence or non-occurrence beyond MFH's reasonable control (each, an "***Uncontrollable Event***"). If MFH claims a delay due to an Uncontrollable Event, then MFH shall provide written notice to the Town of the occurrence of a condition that constitutes an Uncontrollable Event, which notice shall reasonably detail the

reason(s) giving rise to the Uncontrollable Event and the duration of the delay that was caused by the Uncontrollable Event. MFH will make reasonable efforts to minimize the delay from any such Uncontrollable Event.

(c) **License for MFH on the Revised Town Property**. Subject to the provisions of this Agreement and upon Closing, the Town shall grant and does hereby grant to MFH, its successors, successors-in-title and assigns, and contractors, tenants, invitees, customers, agents, and employees a temporary, non-exclusive license to enter upon the Revised Town Property as reasonably necessary for the installation and construction of the Developer Capital Improvements as set forth in the Master Plan and associated development plans, including but not limited to stubbing of utilities, construction of fishing platform, completion of the Pond Parcel Improvements and Offsite Pond Improvements (as defined herein), and/or the performance of MFH's responsibilities under this Agreement. The Town, acting by and through the Town Manager and/or his designee, further agrees to grant such separate written rights of entry and/or licenses in or upon the Revised Town Property as may be reasonably necessary for installation and construction of the Developer Capital Improvements and stubbing of utilities.

Section 2.3. Financial Obligation of MFH. MFH shall be responsible for the payment of all Costs related to the installation and completion of the Developer Capital Improvements pursuant to various Construction Contracts, including any Constructing Party Cost Overruns (subject to the reimbursement requirement of the Town set forth in Section 2.12 below).

Section 2.4. Covenant Against Liens**.** MFH shall pay, or cause to be paid, when due, all liens and claims for labor and/or materials furnished to it to prevent the filing or recording by any third party of any mechanics', materialmen's or other lien, stop notice or bond claim or any attachments, levies or garnishments (collectively "***Liens***") involving the installation or construction of the Developer Capital Improvements by MFH on the Town Revised Property prior to the Developer Completion Deadline. MFH shall indemnify, defend and hold harmless the Town from and against all injuries, losses, liens, claims, demands, judgments, liabilities, damages, costs and expenses (including but not limited to court costs and reasonable attorneys' fees and expenses) sustained by or made or threatened against the Town which result from or arise out of or in connection with mechanics' or materialmen's liens, stop notices or bonded stop notices which may be asserted against the Town as a result of MFH's actions in connection with MFH's installation or construction of the Developer Capital Improvements on the Town Revised Property. MFH will, within thirty (30) calendar days after written notice from the Town or after MFH otherwise becomes aware of such Liens, terminate the effect of any Liens by filing or recording an appropriate release or bond if so requested by the Town. If the Town requests that MFH file and obtain any such release or bond and MFH fails to do so within thirty (30) calendar days of such request, the Town may obtain such bond or secure such release on behalf of MFH and all costs and fees related shall be assessed against MFH in the same manner as those costs permitted by Section 2.9.

Section 2.5. MFH's Insurance Requirements. At all times during which MFH shall perform work related to the construction and installation of the Developer Capital Improvements on the Revised Town Property, MFH shall maintain (a) comprehensive general liability insurance ("***CGL***") for bodily injury and property damage with coverages of a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence with a Two Million Dollar ($2,000,000) aggregate limit and excess umbrella liability insurance in the amount of Two Million Dollars ($2,000,000); not less than $1,000,000.00 for injury or death to any one person and $2,000,000.00 for injury or death to more than one person and $500,000.00 with respect to property damage, by water or otherwise, and (b) worker's compensation insurance for all of their respective employees in accordance with applicable statutory requirements. MFH shall deliver proof of the insurance coverage required pursuant to this Agreement to the Town (in the form

of a certificate of insurance). The provisions of this paragraph shall survive the termination of this Agreement, and shall survive for four years following the Developer Completion Deadline.

Section 2.6. Town Self-Help. In the event that MFH does not Substantially Complete the Developer Capital Improvements by the Developer Completion Deadline (as extended by any Uncontrollable Event), the Town may elect to assume and take over any or all of the construction of the Developer Capital Improvements by providing thirty (30) days' prior written notice to MFH of its election (the "***Assumption Notice***"), which may be provided at any point after the Developer Completion Deadline. The Town's assumption of the construction of the Developer Capital Improvements shall not include the assumption of any liability for acts or omissions occurring prior to the Assumption Notice and for any expenses incurred with any contractors or third parties regarding work performed or materials provided by MFH for the construction of the Developer Capital Improvements prior to the date of the Assumption Notice.

Section 2.7. Assumption Right. If the Town delivers an Assumption Notice or otherwise exercises its self-help option with respect to the Developer Capital Improvements, then: (i) MFH shall cooperate with the Town to allow the Town to take over and complete the incomplete Developer Capital Improvements, including, as applicable, the execution and delivery to the Town of such agreements, permits or instruments as may be reasonably necessary to assign to the Town the Construction Contract with third parties pertaining to the Developer Capital Improvements so that the Town can take over as provided thereunder. Upon delivery of an Assumption Notice, the Town shall be obligated to promptly complete or cause the completion of such Developer Capital Improvements (that the Town explicitly assumes in the Assumption Notice) in accordance with the Development Plans and shall pay the Costs incurred thereafter to complete the assumed Developer Capital Improvements (subject to MFH's reimbursement obligations hereunder); provided, however, MFH shall remain obligated for all Costs related to the Developer Capital Improvements incurred prior to the date of assumption established by the Assumption Notice.

Section 2.8. License for Construction. In the event that the Town delivers an Assumption Notice or otherwise exercises its self-help option, MFH shall grant and does hereby grant to the Town a temporary, non-exclusive license to enter upon the Revised Developer Property, and/or the Buffer Parcel (as applicable), as reasonably necessary for the installation and construction of the Developer Capital Improvements, including but not limited to stubbing of utilities and/or the performance of MFH's responsibilities under this Agreement, and further agree to grant such separate written rights of entry and/or licenses in or upon the Revised Developer Property as may be reasonably necessary for the installation and construction of the Developer Capital Improvements. No rights of entry and/or licenses over any portion of the Property may be exercised or used by a Party in any fashion that would unreasonably interfere with or adversely impact another Party's rights to use and utilize its Lot.

Section 2.9. Financial Obligation of MFH Upon Assumption by Town. In the event that the Town delivers an Assumption Notice or otherwise exercises its self-help option, the Town shall be responsible for the payment of all Costs it incurs related to completion of the Developer Capital Improvements pursuant to the Construction Contract. Any costs or expenses incurred by MFH for the completion of the Developer Capital Improvements prior to the date of the Assumption Notice shall be paid directly by MFH. Upon the Substantial Completion of the Developer Capital Improvements and the payment of all Costs related thereto by the Town pursuant to the Town's exercise of its self-help rights hereunder, the Town shall provide MFH with an itemized invoice for all Costs incurred by the Town and actually paid by the Town to complete the Developer Capital Improvements. Within sixty (60) days of receipt thereof, MFH shall pay to the Town the amounts provided for in the invoice, which amount may be secured as a lien against the Revised Developer Property.

Section 2.10: Town Development Obligations. Subject to the terms and conditions set forth herein and in consideration of the other Party's obligations hereunder, the Town, by or through its contractors, has agreed to and shall Substantially Complete or cause to be Substantially Completed the Town Capital Improvements, as defined in Section 2.10(a) below, on or before December 31, 2024 (the "***Town Completion Deadline***"); provided, however, this obligation shall be subject to Section 2.10(b) herein:

(a) **Town Capital Improvements**. For the purposes of this Agreement, the Town Capital Improvements to be completed by the Town on or before the Town Completion Deadline shall include the following improvements on the Revised Town Property (collectively, the "***Town Capital Improvements***"):

(1) *Playground.* The installation of playground equipment within the community park area designated as a "playground" on the Master Plan. The playground equipment shall be of sufficient quality and size to support the expected and intended use of the Revised Town Property.

(2) *Site Lighting.* The installation of appropriate and reasonable site lighting for the Town Revised Property in compliance with New Riverside architectural standards and/or the lighting standards set forth with the Town of Bluffton Unified Development Ordinance.

(3) *Site Furniture.* The installation and/or construction of benches, park furniture, pathway furniture, and other improvements to the Revised Town Property to support the intended use thereof by the public.

(4) *Wayfinding Signs.* The creation and installation of wayfinding signs identifying different areas of public interest within New Riverside Village, New Riverside, and/or the Town of Bluffton. Wayfinding signs shall be consistent with the architectural standards and scheme of New Riverside Village and any applicable ordinances of the Town of Bluffton.

(b) **Force Majeure**. Notwithstanding any contrary provision of this Agreement, the Town Completion Deadline and the time for performance of the Town's obligations hereunder shall be extended by a period of time equal to any period that such performance or progress in construction of the Town Capital Improvements is delayed due to any acts or failure to act of any Approving Authority, strike, riot, act of war, act of terrorism, act of violence, weather, act of God, or any other act, occurrence or non-occurrence beyond the Town's reasonable control (each, an "***Uncontrollable Event***"). If the Town claims a delay due to an Uncontrollable Event, then the Town shall provide written notice to MFH of the occurrence of a condition that constitutes an Uncontrollable Event, which notice shall reasonably detail the reason(s) giving rise to the Uncontrollable Event and the duration of the delay that was caused by the Uncontrollable Event. The Town will make reasonable efforts to minimize the delay from any such Uncontrollable Event.

(c) **License for the Town on the Revised Developer Property**. Subject to the provisions of this Agreement, MFH upon Closing shall grant and does hereby grant to the Town, its successors, successors-in-title and assigns, and contractors, tenants, invitees, customers, agents, and employees a temporary, non-exclusive license to enter upon the Revised Developer Property as reasonably necessary for the installation and construction of the Town Capital Improvements as set forth in the Master Plan and associated development plans and/or the performance of the Town's responsibilities under this Agreement. MFH further agrees to grant such separate written rights of

entry and/or licenses in or upon the Revised Developer Property as may be reasonably necessary for installation and construction of the Town Capital Improvements.

Section 2.11: Optional Improvements. The Parties recognize that the Town intends to construct and develop the following improvements within New Riverside Village, contingent, however, upon budgetary approval by the Town Council of the Town of Bluffton. If the Town, in its sole discretion, decides to undertake such Optional Improvements (as defined herein), such Optional Improvements may be completed after the Town Completion Deadline. Approval of this Agreement shall not be considered budgetary approval for the purposes hereof, nor shall it be considered an agreement to construct the Optional Improvements. These optional improvements (the "***Optional Improvements***") shall include construction of public water fountain(s) and restroom facilit(ies) on the Town Revised Property to be open to the public upon such terms and conditions as are applicable to other Town-owned parks throughout the Town.

Section 2.12: New Riverside Road Reimbursement Requirement. Upon the completion of the New Riverside Road Improvements, as shown and described on **EXHIBIT "F-1"**, and upon evidence of MFH's payment of all Costs related thereto, MFH shall provide the Town with an itemized invoice for all Costs incurred by MFH and actually paid by MFH to complete the New Riverside Road Improvements. An estimate of the Costs necessary to complete the New Riverside Road Improvements is attached hereto as **EXHIBIT "F-2".** The Town, on or before the Developer Completion Deadline, shall pay to MFH sixty (60%) percent of the Costs of said New Riverside Road Improvements, as set forth on the invoice to be provided to the Town, together with a five (5%) percent construction management fee on the Town's percentage of such Costs of the New Riverside Road Improvements.

Section 2.13: Development Agreement Obligations. The Parties acknowledge that the Property is presently zoned New Riverside Planning Area Planned Unit Development ("***PUD***") and is subject to all terms and conditions of the Development Agreements and the Master Plan, and all development on the Property shall be done in accordance with said plans, as the same may be amended from time to time. In accordance with these plans, MFH and/or its successors and assigns, shall be responsible for any and all Development Fees, Impact Fees, and/or Municipal Improvement Development Fees, if applicable, for the development of the Property.

Section 2.14: Acknowledgement of Certain Covenants, Restrictions and Plans. The Parties acknowledge that the Property may be subject to the foregoing instruments of records, in addition to others, that could govern the development of the Property and the Parties' respective obligations hereunder (collectively, the "***Restrictions***"):

(a) **Master Drainage Plan**. *Stormwater Master Plan for the New Riverside Development* prepared by Thomas & Hutton Engineering Co. and dated September, 2004 (the "***Drainage Plan***"). In accordance with the Drainage Plan, to ensure that stormwater within New Riverside is handled on a comprehensive basis in order to meet water quality and anti-degradation goals of the Town, MFH shall develop the Property in accordance with the Drainage Plan. After Closing, MFH shall be responsible to maintain those portions of the Drainage Plan on the Property. The provisions of this paragraph shall survive Closing.

(b) **Wetland Covenants**. Department of the Army Permit No. 2004-1G-025 issued by the U.S. Army Corps of Engineers, Charleston District; and, *Memorandum of Agreement for New Riverside Tract*, Beaufort County, South Carolina, dated August 23, 2004, between New Riverside, LLC, the South Carolina State Historic Preservation Office, and the South Carolina Department of Health and Environmental Control (Ocean & Coastal Resource Management Division); and, the *Declaration of Restrictive Covenants* imposed on the Property regarding

wetlands as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 2076 at Page 1881 (collectively, the "***Wetland Covenants***"). MFH agrees to respect and adhere to the Wetland Covenants in the development of the Property, including but not limited to all mitigation and buffer areas identified therein, and MFH shall be responsible for the maintenance and protection of all wetland buffer and mitigation areas, if any, located on the Property. The provisions of this paragraph shall survive Closing.

(c) **Water and Sewer Agreement**. *Water and Sewer Agreement* for New Riverside dated July 16, 2004, between New Riverside, LLC, and Beaufort-Jasper Water and Sewer Authority, as amended by that certain *Amended and Restated Water and Sewer Agreement* for New Riverside dated May 11, 2006, between New Riverside, LLC, and Beaufort-Jasper Water and Sewer Authority (as amended, the "***Water and Sewer Authority Agreement***").

(d) **Master Declaration**. *Declaration of Covenants, Conditions and Restrictions for New Riverside*, as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Records Book 2076 at Page 979 and *First Amendment to the Declaration of Covenants, Conditions and Restrictions for New Riverside* by New Riverside, LLC, as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Records Book 3350 at Page 274, and any further amendments and supplements thereto (collectively, the "***Master Restrictions***" or "***Master Declaration***").

(e) **Historic Preservation Agreement**. The *Memorandum of Agreement* for New Riverside between the State Historic Preservation Office, OCRM and New Riverside, LLC, including all buffer and preservation areas as shown on the plats thereof recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

Section 2.15: Future Maintenance Obligations of the Town. Subject to the terms and conditions of this Agreement, upon the Substantial Completion of the Town Capital Improvements and the Developer Capital Improvements, the Town shall be obligated to perform, or cause to be performed, all necessary routine maintenance and Upkeep of the Town Capital Improvements and the Pond Parcel Improvements, save and except the ponds to be constructed pursuant to Section 2.2(a)(1)(i) herein and the Stormwater Drainage System.

Section 2.16: Future Maintenance Obligations of MFH. Subject to the terms and conditions of this Agreement, upon the Substantial Completion of the Town Capital Improvements and the Developer Capital Improvements, MFH, its successors, successors-in-title, or assigns, shall be obligated to perform, or cause to be performed, all necessary routine maintenance and Upkeep of the Offsite Pond Improvements, the Stormwater Drainage System, the ponds to be constructed pursuant to Section 2.2(a)(1)(i) herein, the Entranceway Improvements, and the Roadway Improvements. Neither MFH nor the Town shall be responsible for the maintenance of the New Riverside Road Improvements.

ARTICLE III:
LAND SWAP

Section 3.1: Land Swap. Subject to the terms and conditions set forth herein and in consideration of the other Party's obligations hereunder, the Town and MFH shall and intend to convey to one another at Closing all of their respective interests in certain portions of the Property as follows:

(a) **MFH Conveyance**. MFH shall convey to the Town all of its interest in and to those certain parcels of real property located within New Riverside and identified as Parcel 4B-3A and Parcel 4B-3B (collectively, the "***Revised Town Property***") on the Reconfiguration Plat,

subject to its reservation of a non-exclusive license more fully described in Section 2.2(c) of this Agreement and the easements described in Article IV herein.

(b) **Town Conveyance**. The Town shall convey to MFH all of its interest in that certain parcel of real property located within New Riverside and identified as Parcel 4B-2 (the "***Revised Developer Property***") on the Reconfiguration Plat, subject to its reservation of a non-exclusive license more fully described in Section 2.10(c) of this Agreement and the easements described in Article IV herein.

Section 3.2: Terms and Conditions of Conveyances. The Parties fully acknowledge and agree that the other Party shall not be obligated to fulfill the responsibilities set forth in Section 3.1 hereof if (i) the other Party fails, refuses, or is unable to perform any of its material obligations under this Agreement; (ii) the Agreement is terminated because any of the other Party's representations or warranties cease to be true prior to Closing; (iii) the Agreement is terminated because of damage to the Property in accordance with Section 3.7 of this Agreement; (iv) the Agreement is terminated in accordance with Section 3.6 of this Agreement because of unacceptable environmental or other conditions on the Property; or (v) the Agreement is terminated in accordance with Section 6.19 or Section 6.20 of this Agreement if the Town Council fails to adopt a Resolution approving of the acceptance or an ordinance approving of the transfer of the Property.

Section 3.3: Closing.

(a) **Closing Date**. Closing shall be held thirty (30) days after expiration of the Due Diligence Period (as defined herein) (the "***Closing Date***"); provided, however, that the Closing may be extended for an additional fifteen (15) days by either of the Parties providing three (3) days' notice prior to Closing Date. If the Closing Date falls on a Saturday, Sunday, or other legal holiday, the Closing shall take place on the first following business day thereafter. The terms Closing and Closing Date may be used interchangeably in this Agreement.

(b) **Conditional Closing**. The transfer of the Revised Town Property by MFH shall take place contemporaneously with the Town's transfer of the Revised Developer Property to MFH in accordance with Section 3.1 of this Agreement.

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

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

Section 3.4: Form of Deed. The conveyances contemplated under this Article III shall be completed via the execution and delivery of a limited warranty deed, in form and substance satisfactory to the Parties, conveying the title of one Party to the respective portion of the Property to the other Party, with limited covenants and warranties as to be determined by the Parties (the "***Deed***"). The Deed shall be in substantially the same form as the proposed Deed set forth on **EXHIBIT "G"** hereto, which is hereby fully incorporated by reference. A Party shall be under no obligation to accept the Deed if such Party determines that the subject Property is subject to liens, encumbrances or other matters of title other than any ad valorem property taxes (which will be the sole responsibility of MFH for the calendar year in which Closing occurs

per S.C. Code Ann. § 12-37-220(A)(1) as to all of the Property) and inapplicable upon the completion of the transfer, or any other matters revealed by a search of the relevant public records.

Section 3.5: Promise Not to Further Encumber. From and after the Effective Date until the Closing Date, neither Party shall do any of the following without providing prior written notice to the other Party: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Property; (b) cause or permit any lien, encumbrance, mortgage, security deed, deed of trust, right, restriction or easement to be placed upon the Property; (c) permit any mortgage, security deed, deed of trust or other lien or encumbrance to be foreclosed upon due to such Party's actions or omissions, including failure to make any required payment(s); or (d) convey any interest in the Property, including but not limited to conveyances of title and transfers of development rights.

Section 3.6: Due Diligence. The "***Due Diligence Period***" shall commence on the Effective Date and terminate on that date which is thirty (30) days following the Effective Date; provided, however, that the Due Diligence Period may be extended for an additional fifteen (15) days by either of the Parties providing three (3) days' notice prior to expiration of the Due Diligence Period. If either Party determines in its sole discretion to not proceed with this Agreement, such Party may provide written notice to the other Party of its intent to terminate this Agreement, prior to the expiration of the Due Diligence Period (with extension), at which the Parties shall have no further obligations as to each other by virtue of this Agreement, save and except any provisions of this Agreement which expressly survive the termination hereof.

Section 3.7. Risk of Loss**.** All risk of loss shall remain with applicable Owner until the Closing. Owner shall maintain the Property in its present condition pending Closing and shall not make or permit any changes in or upon the Property except with the other Party's advance written consent. In the event the Property is destroyed or damaged prior to Closing, such that the Property is, in the sole discretion of the receiving Party, no longer suitable for its intended purposes, the receiving Party shall have the right, by notice given to transferring Party as provided herein, to terminate this Agreement, and, except as may be provided expressly to the contrary herein, neither Party shall have any further rights, obligations or duties under this Agreement.

Section 3.8: Prorations and Fees. Each Party agrees to be responsible for its own attorneys' fees. All income and expenses with respect to the Property, and applicable to the period of time before and after Closing, determined in accordance with generally accepted accounting principles consistently applied, shall be allocated between the Parties. Notwithstanding the foregoing, as the Town is a municipal corporation exempt from ad valorem real property taxes pursuant to S.C. Code Ann. § 12-37-220(A)(1), the Parties hereby acknowledge and agree that all real property ad valorem taxes applicable to the Property for the calendar year in which Closing occurs shall be the responsibility of MFH. MFH agrees to be responsible for any taxes assessed by Beaufort County which result from subsequent assessments for prior years due to a change in land usage or ownership of the Property ("***Roll Back Taxes***"). MFH shall be required to pay all sales, use and excise taxes, if any, taxes and like impositions arising from the ownership and operation of the Property through the Closing Date.

Section 3.9: No Brokers or Agents. Each Party hereto represents to the other that it has not discussed the transactions contemplated in this Agreement with any real estate broker, agent or salesman so as to create any legal right or entitlement to claim a real estate commission or similar fee with respect to the conveyance of the Property to/from the Town.

Section 3.10. Subdivision Approval. The Revised Town Property and the Revised Developer Property will be conveyed pursuant to a subdivision survey of the Property in recordable form as approved by the appropriate governing bodies and prepared by a licensed South Carolina surveyor with

MFH being responsible for the cost of such survey. MFH shall be responsible for the preparation and finalization of the subdivision survey of the Property and for obtaining the necessary governmental approvals for the same. MFH shall also be responsible for recording the approved boundary survey in accordance with South Carolina law. The Parties acknowledge and agree that this Agreement is contingent upon MFH obtaining subdivision approval from all local governing bodies, with no additional development obligations or restrictions being imposed against the Property as a result of such subdivision approval, and a final plat of the Property being recorded with the Office of the Register of Deeds for Beaufort County, South Carolina.

ARTICLE IV:
EASEMENTS

The Parties, for an in consideration of the covenants, representations, warranties, agreements, and obligations set forth herein, and for no other consideration, the receipt and sufficiency of which are hereby acknowledged, have agreed to impose the following easements, restrictions, conditions, and covenants against the Property as follows, to wit:

Section 4.1. Temporary Construction, Access and Borrow Easement over Town Revised Property. Subject to the provisions of this Agreement, the Parties declare, grant, bargain, sell, align, convey, reserve, impose and confirm unto each other and/or reserving to themselves, their successors, successors-in-title and assigns, and Permittees, such reciprocal non-exclusive, perpetual, irrevocable, commercial, transmissible, appurtenant appendant, and reciprocal easements and rights-of-way, over, under, across and upon the Revised Town Property with such easements terminating upon the Developer Completion Deadline (as extended by an Uncontrollable Event), and which easements shall be appurtenant to and running with and for the benefit of the Developer Revised Property for the use of the Town Revised Property for the following purposes, *to wit*: (i) as a fill dirt removal site, including the right to borrow, remove, transport, deposit, excavate, dredge, drill, alter, and otherwise conduct surface and subsurface soil, dirt, loam, minerals, and other extraction activities (the "***Extraction Work***"), and the right to and to construct and maintain temporary structures and facilities reasonably necessary for the Extraction Work, and, further, for use of the Revised Town Property as a lay down area for equipment and supplies to be used in the Extraction Work, and parking vehicles, and equipment during the Extraction Work, and any such other incidental uses reasonably necessary or desirable to complete the Extraction Work; and (ii) for the planning, laying out, testing, and construction of all or portions of the Stormwater Drainage System, including but not limited to such stormwater retention or detention storm water drainage, detention or retention systems or structures, ponds, embankments, ditches, culverts, pipes, inlets, grates and such other infrastructure improvements useful or necessary in the collection, conveyance, testing and drainage of surface and stormwater runoff from the Property as more thoroughly set forth in the Master Plan, the Drainage Plan, or any development plans approved by the Approving Authority adopted after the Effective Date; RESERVING, HOWEVER, to the Town all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired by MFH. MFH and its contractors, agents and employees shall operate on the Revised Town Property 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. The grant of the easements and rights-of-way hereunder include the right of ingress, egress, and regress to and from the Revised Town Property over and across the property of the Town, its successors and assigns, for any and all purposes necessary and incidental to the exercise by MFH of the rights granted by this conveyance.

(a) *Hold Harmless and Indemnification*. As additional consideration for the terms set forth herein, MFH does hereby agree to fully indemnify, save and hold harmless the Town, its respective members, officers, agents and representatives from any and all claims,

lawsuits, damages or other acts which might give rise to potential liability from MFH'S actions in utilizing this easement and removal of dirt by providing a liability insurance policy with minimum limits as set forth in Section 2.5 herein. MFH will be fully responsible for any subcontractors utilizing the terms of this agreement and shall require that the subcontractors comply with the insurance requirements set forth herein.

Section 4.2. Permanent Reciprocal Utility Easements. Subject to the provisions of this Agreement, the Parties declare, grant, bargain, sell, align, convey, reserve, impose and confirm unto each other and/or reserving to themselves, their successors, successors-in-title and assigns, and Permittees, such reciprocal non-exclusive, perpetual, irrevocable, commercial, transmissible, appurtenant appendant, and reciprocal easements and rights-of-way, over, under, across, through, and upon the Utility Easement Areas located on their respective portions of the Property, which easements shall be appurtenant to and running with and for the benefit of the other Party, for the purposes intended herein, *to wit*: to construct, install, use, Upkeep, and upgrade above-ground and underground Utility Facilities, including, but not limited to, cable television, telephone, water, electricity, natural gas, sanitary sewer, and storm water pipes, inlets and grates for the drainage of storm water, and other utility distribution systems, and other usual fixtures and appurtenances as may from time to time be or become convenience to the transaction of its business, or that of municipal, public or private systems, for the provision of sanitary sewer services, together with the right of ingress, egress and access to and from, and across and upon the Utility Easement Areas as may be necessary or convenient for the purposes connected therewith for the benefitted Lot. Subject to the provisions of this Agreement, the Parties hereby declare, grant, bargain, sell, align, convey, reserve, impose and confirm unto each other and/or reserving to themselves, their successors, successors-in-title and assigns, and Permittees, such reciprocal non-exclusive temporary easements and rights-of-way for access, ingress and egress and construction over, under, upon and across the their Lots as reasonably required for the installation and construction of the Utility Facilities with such temporary easements terminating upon the Town Completion Deadline (as extended by an Uncontrollable Event).

(a) **Restoration of Affected Areas**. Upon completion of any installation, construction or Upkeep to Utility Facilities located on the Property, the Party performing such installation, construction or Upkeep shall return the affected portion of the other Party's Lot (including, but not limited to, all pavement, sidewalks, curbing and landscaping) to the condition existing prior to such installation, construction or Upkeep, to the extent feasible.

(b) **Relocation**. Either Party, their successors-in-title, successors and assigns, shall have the right to relocate any Utility Facilities located on its Lot, provided such Party (i) does not disrupt utility service to other properties within New Riverside, or, by prior written arrangement with the affected owner(s) of the such impacted property, minimizes any disruptions in utility service in a manner reasonably acceptable to such owners; (ii) pays all costs and expenses of relocating any Utility Facilities; (iii) complies with all governmental requirements; (iv) does not increase the costs or diminish the benefits of such Utility Facilities; and (v) obtains the prior written consent of the Owners affected by the relocation, which consent shall not be unreasonably withheld, conditioned, or delayed. Relocation of any Utility Easement or Facility on the Town Revised Property may be completed by action of the Town Manager without prior authorization from Town Council.

(c) **Use of Utility Facilities**. The Permittees of the Parties, their successors-in-title, successors and assigns, shall be entitled to use all Utility Facilities installed for the benefit of such Lot in accordance with the design of such systems.

Section 4.3. Reciprocal Signage, Landscape, and Streetscape Easements. Subject to the provisions of this Agreement, the Parties declare, grant, bargain, sell, align, convey, reserve, impose and

confirm unto each other and/or reserving to themselves, their successors, successors-in-title and assigns, such reciprocal non-exclusive, perpetual, commercial, transmissible, appurtenant appendant easements, over, under, across and upon the Signage and Landscape Easement Areas located on their respective portions of the Property, which easements shall be appurtenant to and running with and for the benefit of the other Party, for the purposes intended herein, *to wit*: to construct, operate, maintain, reconstruct and repair certain signage, landscaping, irrigation, hardscape, fencing, utility, structural improvements, other visual enhancements, and/or entranceway improvements in connection with the Property, including but not limited 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 Signage and Landscape Easement Area, various signage, landscape, lighting and entranceway improvements, including but not limited to various drains, planters, and irrigation lines, and lights, fixtures, poles, support infrastructure, communications infrastructure, conduits, wiring, meters, boxes, enclosures, and/or other lighting and electric utility improvements, landscape materials and signage (herein, the "***Entranceway 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 Signage and Landscape Easement Area as may be necessary or convenient for the purposes connected therewith. Notwithstanding the foregoing, the easements and rights under this Section shall remain subject to the application of the Community Design Concepts and Guidelines for New Riverside, as contained within the *Declaration of Covenants, Conditions and Restrictions for New Riverside* recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 2076 at Page 979, as amended.

(a) **Signage and Landscape Easement Area on Town Revised Property**. The easements granted to MFH under this Section 4.3 shall include, but are not limited to, the right to construct, operate, maintain, and Upkeep an eight foot (8') by ten foot (10') sign within that certain portion of Parcel 4B-3A on the Town Revised Property identified within the Plat as "SIGN EASEMENT 96 SF 0.002 AC" for the purposes of providing community signage for New Riverside Village, with such sign to be owned and maintained by MFH, its successors, successors-in-title, or assigns.

(b) **New Riverside Village Signs**. MFH, its successors, successors-in-title, or assigns, agrees to provide to the Town appropriate signage space of size and location comparable to the owners and/or users of other outparcels and/or commercial uses within the Parcel 4B-2 Primary 25' Sign and Landscape Easement as shown on the Plat.

Section 4.4. Grant of Access and Parking Easements. Subject to the provisions of this Agreement, the Parties declare, grant, bargain, sell, align, convey, reserve, impose and confirm unto each other and/or reserving to themselves, their successors, successors-in-title and assigns, and Permittees, such reciprocal non-exclusive, perpetual, irrevocable, commercial, transmissible, appurtenant appendant, and reciprocal easements and rights-of-way, over, under, across and upon the Access Easement Areas, which easements shall be appurtenant to and running with and for the benefit of the Revised Town Property, for the following public and private purposes: (i) construction, installation, and Upkeep of from and between the Revised Town Property and the Access Easement Areas as may be shown on any future Development Plans (the "***Curb Cuts***"); (ii) ingress and egress for vehicular, animal and pedestrian traffic, parking, over and across the paved drives and sidewalk areas within the Access Easement Areas, for the purpose of access, ingress and egress to, from and between the Revised Town Property, the Revised Developer Property, the Buffer Parcel, and any adjacent rights-of-way open to the public, including but not limited to New Riverside Road; (iii) all other purposes reasonably necessary for the Town's use and enjoyment of the Revised Town Property; and, (iv) the right, for the benefit of the Town and the general public, to use any and all parking facilities and parking areas now existing or hereafter constructed in the Access Easement Areas for the purposes of parking vehicles, provided, however, the Parties may, in their reasonable discretion, establish certain rules, restrictions and regulations over the public's use of and access to the Access Easement Areas

as determined in their reasonable discretion. No medians, curbs, islands or similar improvements impeding the flow of vehicular and pedestrian traffic shall be maintained or constructed by the Town within the Access Easement Areas nor shall the Curb Cuts be relocated without the consent of MFH.

(a) **MFH Responsibility to Construct**. MFH, as part of the development of the New Riverside Village, intends to construct within the Access Easement Areas, at its sole cost and expense, certain infrastructure improvements which may include, without limitation, roadway expansion, including curb and gutter, earthwork, utilities, stormwater drainage systems, streetlights, walkways, and landscaping, on-street and off-street parking areas as indicated on the Master Plan, and all other improvements as required by governmental authorities or necessary for the development of New Riverside Village (herein, the "***Roadway Improvements***").

(b) **Easement Limitations**. The Permittees' use of the Access Easement Areas and the easements granted herein shall be limited in that their activities shall not substantially, unreasonably, and materially interfere with MFH, and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, tenants, subtenants and concessionaires of MFH's (the "***MFH Parties***") use of the Access Easement Areas, including but not limited to the construction of the Roadway Improvements, or the use and enjoyment of the New Riverside Village by the MFH Parties. The Town acknowledges and agrees that the MFH Parties may use the Access Easement Areas for any purpose, including but not limited to: (i) ingress, egress, regress and access to the Property, (ii) as a staging area for the construction of the Roadway Improvements, (iii) as a lay down area for equipment and supplies to be used in the construction of the Roadway Improvements, (iv) parking vehicles, equipment and construction trailers during the construction of the Roadway Improvements, (v) any such other incidental uses reasonably necessary or desirable during the construction of the Roadway Improvements, as determined in the reasonable discretion of the MFH Parties, and (vi) any such other incidental uses reasonably necessary or desirable for the operation of a multi-use phased development, including but not limited to providing limited use on-street parking for tenants and/or owners of single-family residences located within New Riverside Village. MFH, and its contractors, agents and employees, shall operate on the Access Easement Areas in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits during the construction of the Roadway Improvements and/or the Revised Developer Property, and shall operate in a manner to minimize interference with the Permittees' use of the Access Easement Area.

(c) **MFH Maintenance Responsibility**. During construction, after construction, and at all times relevant hereto, all maintenance and Upkeep obligations of the Roadway Improvements shall be the sole responsibility of MFH, its successors, successors-in-title, or assigns.

(d) **Multi-Purpose Trail Easement**. As set forth in Section 2.2(a)(2) of this Agreement, MFH shall construct a an eight-foot (8') wide mulched hardwood pedestrian pathway, located on the Revised Developer Property and interconnected with the pedestrian pathways and sidewalks around New Riverside as illustrated by the "Proposed Trail" on the Master Plan. The Proposed Trail corridor, which shall include the constructed trail and areas immediately adjacent thereto not to exceed a combined width of twenty (20) feet, shall be considered a portion of the Access Easement Area for the purposes of this Section 4.4, even if such areas are not identified as "Access Easement Area" on the Plat.

Section 4.5: Stormwater Easements / Drainage Easements. Subject to the provisions of this Agreement, the Parties declare, grant, bargain, sell, align, convey, reserve, impose and confirm unto each other and/or reserving to themselves, their successors, successors-in-title and assigns, and Permittees, such reciprocal non-exclusive, perpetual, irrevocable, commercial, transmissible, appurtenant appendant, and reciprocal easements and rights-of-way, over, under, across, through and upon, the Drainage Easement Areas on the Revised Town Property for the purpose of draining surface water from the Property into the ponds located on the Revised Town Property, in accordance with the Drainage Plan, TOGETHER WITH the limited right of ingress, egress, and access to and from and across and upon the Revised Town Property as may be necessary or convenient for the purposes connected therewith. MFH hereby agrees that it shall operate within the Drainage Easement Areas in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits, and agree to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the other Parties, their successors, assigns, invitees, guests, tenants, licensees, and agents. FURTHER PROVIDED, HOWEVER, any damage to the Revised Town Property caused by MFH, its successors, successors-in-title, and/or assigns, in maintaining or repairing said Stormwater Drainage System shall be borne by MFH, its successors, successors-in-title, and/or assigns. Subject to the provisions herein, MFH shall indemnify, defend and hold harmless the Town for, from and against all injuries, losses, liens, claims, demands, judgments, liabilities, damages, costs and expenses (including but not limited to court costs and reasonable attorneys' fees and expenses) sustained by or made or threatened against the Town, which result from or arise out of or in connection with mechanics' or materialmen's liens, stop notices or bonded stop notices which may be asserted against the Town or the Town Revised Property as a result of MFH's actions in connection with easements being conveyed herein. MFH shall be responsible, at its sole expense, for the construction of the detention ponds on the Revised Town Property, as more fully set forth herein, which detention ponds shall be designed and constructed in a manner so that it will accept and handle surface water drainage from the Property in an amount sufficient to accommodate its intended use of the Property in accordance with the Master Plan and in full compliance with the Drainage Plan. MFH, its successors and assigns, shall be solely responsible for maintaining, repairing and replacing the detention ponds and all portions of Stormwater Drainage System constructed on the Revised Town Property and the Revised Developer Property. The Town shall not have any obligation to maintain, repair or replace, or share in the costs of maintenance, repair or replacement of the Stormwater Drainage System constructed on the Property. Such facilities shall be maintained in accordance with the maintenance standards provided in this Agreement, any recorded declaration of covenants for the Property, applicable local, state and federal laws, and the requirements of the Drainage Plan.

Section 4.6: Nature of Easements Generally. The easements, covenants, conditions and restrictions granted and/or reserved in this Agreement shall constitute appurtenant easements, covenants, conditions and restrictions running with the land, are intended to be commercial in nature, and are expressly assignable to successors-in-title to the benefitted Lots within the Property. Any Person accepting any conveyance of title to any portion of the Property shall be deemed to have accepted title subject to a reservation of all easements, covenants, conditions and restrictions imposed against such grantee's parcel under this Agreement and, in order to confirm same, any such grantee shall further be deemed to have joined as grantor (and upon request of any Owner agrees to join in execution of instruments of further assurance) for purposes confirming and granting all of the easements, covenants, conditions and restrictions imposed under this Agreement against such grantee's parcel for the benefit of all Lots in New Riverside Village.

(a) **Exercise of Easements**. All plans and specifications and the work plan for the initial location and any subsequent relocation of any Utility Facilities to be installed within the easements granted under this Article shall be subject to approval by the Owner of the Lot affected or burdened by such Utility Facility (such approval not to be reasonably withheld,

conditioned or delayed), and shall be subject to the others terms and provisions of this Agreement. All Parties, by their execution hereof, acknowledge and approve of the Restrictions, the Master Plan, and the easements as shown on the Plat to the extent such documents provide the location and specifications for the Utility Facilities and/or Improvements contemplated hereunder. Any installation, construction or Upkeep performed within the easements granted under this Agreement shall be performed in a manner designed to minimize any disturbances to the operation of the Lot affected or burdened by such easements. No party shall exercise the foregoing easement rights in a manner that unreasonably interferes with the development, use or operation of any Lot burdened by such easements.

(b) **Restoration of Affected Areas**. Upon completion of any installation, construction or upkeep to Utility Facilities located on another owner's property, the party performing such installation, construction or upkeep shall return the affected owner's property (including, but not limited to, all pavement, sidewalks, curbing and landscaping) to the condition existing prior to such installation, construction or upkeep.

(c) **Relocation**. Each owner shall have the right to relocate any Utility Facilities located on its burdened parcel, provided such owner (i) does not disrupt utility service to the benefitted Lots, or, by prior written arrangement with the affected owner(s) of the benefitted Lots, minimizes any disruptions in utility service in a manner reasonably acceptable to such owners; (ii) pays all costs and expenses of relocating any Utility Facilities; (iii) complies with all governmental requirements; (iv) does not increase the costs or diminish the benefits of such Utility Facilities; and (v) obtains the prior written consent of the benefitted owners affected by the relocation, which consent shall not be unreasonably withheld, conditions, or delayed. Relocation of any easements or improvements contemplated by this Agreement on the Town Revised Property may be completed by action of the Town Manager without prior authorization from Town Council.

(d) **Further Instruments**. Each Owner further agrees to join in executing private and public utility easements on such customary utility company easement forms as are reasonably acceptable in order to grant easements for the benefit of applicable public and private utility companies providing utility service through Utility Facilities installed in such easements.

(e) **Use of Utility Facilities**. The Permittees of each Owner shall be entitled to use all Utility Facilities installed for the benefit of such Owner's Lot in accordance with the design of such systems.

(f) **Work Environment**. The Parties and their contractors, agents and employees shall operate within the Easement Areas in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits. Additionally, in no event shall any of the Parties materially interfere with vehicular and/or pedestrian access to and from the Property and the public thoroughfare abutting thereto.

Section 4.7. View Preservation Easement on Revised Town Property. In consideration of the promises contained herein and subject to the provisions of this Agreement, the Parties declare, grant, bargain, sell, align, convey, reserve, impose and confirm unto each other and/or reserving to themselves, their successors, successors-in-title and assigns, and Permittees, such reciprocal non-exclusive, perpetual, irrevocable, commercial, transmissible, appurtenant appendant, and reciprocal easements and rights-of-way, over, under, across, through and upon the Revised Town Property, the right to selectively clear, trim, clean and/or remove underbrush, limbs, and overgrown vegetation, in accordance with applicable Town of

Bluffton ordinances, along certain portions of the Revised Town Property to preserve visibility from South Carolina Highway 46 to and from New Riverside Village, with such clearing to be conducted in accordance with the terms of the Development Agreement, the Restrictions, and any requirements set forth within the Town's Unified Development Ordinance, as may be amended from time to time.

Section 4.8. Limitation of Access over Easement Areas during Construction and Maintenance. The easements granted in this Agreement may be limited during periods of construction or maintenance of the applicable easement areas by the Owner or other party responsible for such construction or maintenance hereunder; provided, after initial construction, all such construction and maintenance shall be performed in a manner and time designed to minimize the interference with exercise of the easement rights granted under this Agreement, the operations of businesses in the Property and all such construction and maintenance shall be completed with due diligence.

Section 4.9. Conveyance of Certain Easements to Public Utilities. Upon request, the requested Owners agree to join in instruments conveying the main trunk line of any sewer or water line or other public Utility Facilities installed in an easement area in accordance with the provisions of this Agreement to the applicable public utility or authority pursuant to such standard utility easement forms as the Owners shall approve.

ARTICLE V:
DEFAULT; AMENDMENT; DURATION

Section 5.1. Default by MFH. The following shall constitute a default by MFH under this Agreement: (i) a breach of any material provision of this Agreement whether by action or inaction, which continues and is not remedied within sixty (60) days after the Town has given written notice to MFH specifying the breach; provided, however, that if such breach cannot be cured with due diligence within a period of sixty (60) days, MFH shall be allowed such longer period of time as is reasonably necessary to cure such breach; (ii) any assignment by MFH for the benefit of creditors or the adjudication as a bankrupt, or the appointment of a receiver, trustee, or creditor's committee over MFH; or, (iii) the failure of MFH to pay, when due, any tax, assessment, lien or other charge having priority over this Agreement, provided that MFH shall not be deemed to be in default hereunder for failure to pay such tax, assessment, lien, or other charge if MFH in good faith is contesting the same.

Section 5.2. Default by Town. The following shall constitute a default by the Town under this Agreement: (i) a breach of any material provision of this Agreement whether by action or inaction and such breach continues and is not remedied within sixty (60) days after MFH has given written notice specifying the breach; provided, however, that if such breach cannot be with due diligence cured within a period of sixty (60) days, the Town shall be allowed such longer period of time as is reasonably necessary to cure such breach.

Section 5.3. Remedy for Town Default. In addition to the rights provided in this Agreement and to the extent permitted by law, if the Town shall default in any of its obligations to be performed on or before the Town Completion Deadline (as extended by any Uncontrollable Event), MFH as its sole remedy by reason thereof (in lieu of prosecuting an action for damages or proceeding with any other legal course of conduct, the right to bring such actions or proceedings being expressly and voluntarily waived by MFH), shall have the right to seek specific performance of the Town's obligations hereunder (it being expressly acknowledged that the remedy of specific performance is an appropriate remedy in the event of a default by the Town under this Agreement), provided that any action for specific performance shall be commenced within six (6) months of the occurrence of such default.

Section 5.4. Remedy for MFH Default. In addition to the rights provided in this Agreement and to the extent permitted by law, if MFH shall default in any of its obligations to be performed on or before the Developer Completion Deadline (as extended by any Uncontrollable Event), the Town shall be entitled to any remedy available at law or in equity, including but not limited to the right to seek specific performance of MFH's obligations hereunder and/or seeking termination of this Agreement and some or all of the easements granted herein.

Section 5.5. Liability of Parties. Except for any obligation expressly assumed or agreed to be assumed by a Party under this Agreement, neither Party agrees to assume any obligation of another Party or any liability for claims arising out of any event, action, circumstance or occurrence prior to Closing.

Section 5.6. Duration. Except as otherwise provided herein, the easements, covenants, conditions and restrictions set forth in this Agreement ("***Covenants***") shall be for eighty (80) years (the "***Primary Period***") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the Covenants set forth in this Agreement shall automatically renew for successive periods of ten (10) years each (each such period being referred to as an "***Extension Period***") unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, the Owners record a notice of such parties election to terminate the continued effect of the this Agreement in the Office of the Register of Deeds for Beaufort County, South Carolina. Notwithstanding any termination of the Covenants set forth in this Agreement under the foregoing provisions, the perpetual easement rights granted under this Agreement shall survive and continue notwithstanding any such termination for so long as the benefitted Lot continued to be serviced by such easements (and each Lot Owner benefited by such perpetual easements shall remain obligated for payment of assessments for Upkeep of such easement areas and with respect to all provisions of this Agreement regarding insurance and indemnification obligations with respect to exercise of such easement rights).

Section 5.7. Amendments. Except as expressly provided herein to the contrary, all proposed amendments of and to this Agreement, including but not necessarily limited to the right to change, modify, alter, remove, renew or add new any words, provisions, sections or articles, in whole or in part, must be approved by the unanimous written agreement of the Parties. All Parties must execute an addendum to this Agreement, which shall set forth the amendment and the effective date of the amendment. The amendment will become binding upon its recordation in the Office of the Register of Deeds for Beaufort County, South Carolina. Notwithstanding the above provision to the contrary, however, to the extent this Agreement expressly gives a Party the express right to approve, modify, waive, limit, condition or rescind the effect or application of any definition, restriction or other provision of this Agreement, then such approval, modification, condition, waiver, limitation or rescission may be given or withheld solely by the applicable party in accordance with the express provisions of this Agreement (and, if given by such Party, shall be given effect in accordance with the provisions of this Agreement as if the provisions approved, modified, conditioned, waived, limited or rescinded were originally part of this Agreement).

ARTICLE VI:
MISCELLANEOUS

Section 6.1. Normal Review Procedure. The parties agree that the development will be subject to all normal development review application and processes that are required by the Town. Subject to the terms and conditions of this Agreement, by making this Agreement, the Town is specifically not obligating itself or any other agency in the Town, with respect to any discretionary action related to the development or operation of the improvements to be constructed on the property, including, but not limited to, variances, rezoning, and environmental requirements, or any other governmental agency approvals which are or may be required.

Section 6.2. Local Vendor Preference. The Parties will endeavor in good faith to utilize local vendors, to the extent possible and practical, for the construction of infrastructure, horizontal, and vertical improvements.

Section 6.3. Americans With Disabilities Act. Any party undertaking construction of infrastructure or improvements pursuant to the terms of this Agreement shall comply with applicable laws, including, but not limited to, the Americans With Disabilities Act.

Section 6.4. Eminent Domain Rights. Nothing in this Agreement shall interfere with or cause the Town to lose any eminent domain rights it has on the subject property.

Section 6.5. No Appraisal. MFH acknowledges that the Town's obligations under this Agreement constitute full and just compensation and adequate consideration for MFH's corresponding obligations. Notwithstanding the foregoing, MFH further acknowledges that, to the extent any provision of this Agreement may be considered a taking, MFH has been fully informed of its right to receive just compensation pursuant to the United States Constitution, the South Carolina Constitution and the South Carolina Eminent Domain Act (S.C. Code Ann. § 28-2-370). MFH does acknowledge and agrees that it willingly and voluntarily waives any right to receive additional constitutional just compensation for the conveyances granted to the Town herein and chooses to donate any such rights and/or interest for the benefit of New Riverside Village.

Section 6.6. Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be part of this Agreement or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

Section 6.7. Severability and Rule Against Perpetuities. The invalidation by any court of any restrictions of this Agreement shall in no way affect any of the other restrictions, but they shall remain in full force and effect. If any provisions of this Agreement would violate the rule against perpetuities or any other limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of President George W. Bush, former President of the United States.

Section 6.8. Interpretation. In all cases, the provisions of this Agreement shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations, and which will preserve the Property as a situs for an attractive, well maintained, mixed-use village and civic area.

Section 6.9. Disclaimer. Notwithstanding the attachment of the Master Plan to this instrument, the Master Plan does not constitute a representation, warranty, or covenant on the part of the Parties or any Owner individually to construct or maintain the improvements shown on the Master Plan except as expressly provided for under this Agreement. As set forth herein, the Master Plan may be amended by the consent of the Parties.

Section 6.10. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of South Carolina.

Section 6.11. Notices. Any notice required to be sent to any Owner under the provisions of this Agreement shall be deemed to have been properly sent, and notice thereby given, when deposited in the United States mail or overnight delivery service (such as FedEx, UPS or DHL) in a sealed envelope with proper postage affixed and addressed to such Owner's address as reflected in the deed into said Owner

(or as shown below). Notwithstanding the foregoing, any Owner may designate another form of acceptable notice, including but not limited to standard electronic transmittals, e.g., e-mail, or facsimile; however, such designation shall not affect the validity of any notice sent in accordance with the terms of this Agreement.

In the case of notice to the Town, the Notice shall be addressed as follows:

TOWN OF BLUFFTON
PO Box 386
20 Bridge Street
Bluffton, SC 29910

With copy to:

Terry A. Finger, Esq.
FINGER, MELNICK & BROOKS, P.A.
P. O. Box 24005
Hilton Head Island, SC 29925-4005

In the case of notice or communication to MFH, it is addressed as follows:

MFH LAND, LLC
6805 Morrison Boulevard, Suite 370
Charlotte, North Carolina 28211

With copy to:

Wm. Weston J. Newton, Esq
JONES, SIMPSON, NEWTON, P.A.
P. O. Box 1938
Bluffton, SC 29910

Section 6.12. No Implied Liabilities or Duties. THIS AGREEMENT SHALL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY OWNER, PERMITTEE OR INVITEE.

Section 6.13. Attorney's Fees. In the event any party has to resort to litigation to enforce or protect its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

Section 6.14. No Third Party Beneficiaries. The Parties intend that the rights, obligations, and covenants in this Agreement shall be exclusively enforced by the Town and MFH and their respective successors and assigns. There are no third party beneficiaries to this Agreement.

Section 6.15. Time of the Essence. TIME IS OF THE ESSENCE AS TO ALL MATTERS UNDER THIS AGREEMENT.

Section 6.16. Binding on Successors. This Agreement shall be binding not only upon the Parties hereto but also upon their personal representatives, assigns, and other successors in interest.

Section 6.17. Additional Documents. MFH and Town agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement. The Parties acknowledge that ancillary contracts, agreements, and consents between the parties, will be necessary to fulfill the intent this Agreement and further define the obligations of the Parties. Such agreements include, but are not limited to, construction management agreements and access and construction easements and licenses. The Parties shall work in good faith to execute any such ancillary

agreements. Whenever in this Agreement a Party or Parties are required to execute documents, the Parties shall execute such documents without unreasonable delay so long as the document is in material compliance with this Agreement.

Section 6.18. Entire Agreement; Modification. This Agreement constitutes the entire agreement between MFH and Town pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. This Agreement, including the exhibits hereto, may only be amended by a written document signed by each party hereto. This Agreement, including the exhibits hereto, is the entire agreement between the parties relating to the subject matter. All prior or contemporaneous representations and negotiations are merged herein.

Section 6.19. DISCLAIMER DUE TO ACQUISITION OF REAL PROPERTY BY MUNICIPALITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PURSUANT TO SECTION 5-7-260 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, AND SECTIONS 2-13 AND 2-19 OF THE CODE OF ORDINANCES FOR THE TOWN OF BLUFFTON, SOUTH CAROLINA, MFH ACKNOWLEDGES AND AGREES THAT THE TOWN, AS A SOUTH CAROLINA MUNICIPAL CORPORATION, MAY ONLY ACQUIRE A REAL PROPERTY INTEREST BY THE ADOPTION OF A WRITTEN RESOLUTION OF THE BLUFFTON TOWN COUNCIL AT A DULY HELD PUBLIC MEETING OF TOWN COUNCIL.

Section 6.20. DISCLAIMER DUE TO TRANSFER OF REAL PROPERTY INTEREST BY MUNICIPALITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PURSUANT TO SECTION 5-7-260 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, AND SECTIONS 2-13 AND 2-19 OF THE CODE OF ORDINANCES FOR THE TOWN OF BLUFFTON, SOUTH CAROLINA, MFH ACKNOWLEDGES AND AGREES THAT THE TOWN, AS A SOUTH CAROLINA MUNICIPAL CORPORATION, MAY ONLY TRANSFER A REAL PROPERTY INTEREST BY THE ADOPTION OF AN ORDINANCE OF THE BLUFFTON TOWN COUNCIL.

Section 6.21. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

Section 6.22. No Merger. **THE OBLIGATIONS CONTAINED IN THIS AGREEMENT, EXCEPT FOR THOSE SPECIFICALLY DISCHARGED AT CLOSING, SHALL SURVIVE THE CLOSING**.

Section 6.23. Rules of Construction. All references herein to the singular shall include the plural, and vice versa. The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed more strictly against the drafter thereof.

Section 6.24. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which counterparts together shall constitute but one and the same instrument.

Section 6.25. No Waiver. Neither the failure of either Party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either

party's right to demand exact compliance with the terms hereof. Any party may waive the benefit of any provisions, contingency or condition for its benefit contained in this Agreement, but such waiver shall not be of any force or effect unless in writing and no such waiver shall be construed to be a continuing waiver.

Section 6.26. Effective Date. The effective date of this Agreement shall be the latter date of the execution dates below.

Section 6.27. Dates/Days. In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday. The term "business days" as may be used herein shall mean all days which are not a Saturday, Sunday or legal holiday.

Section 6.28. Exhibits Attached. All Exhibits to this Agreement shall be an integral part of this instrument and are incorporated herein as if fully set forth herein verbatim:

SCHEDULE OF EXHIBITS TO AGREEMENT	
IDENTIFICATION	**DESCRIPTION**
EXHIBIT A	The Town Property
EXHIBIT B-1	The Developer Property
EXHIBIT B-2	The Buffer Parcel
EXHIBIT C	Portions of Conceptual Master Plan (approved 4-15-2020)
EXHIBIT D	Plat
EXHIBIT E	Landscape Plan
EXHIBIT F-1	New Riverside Road Improvements Construction Drawing
EXHIBIT F-2	New Riverside Road Improvements Cost Estimate
EXHIBIT G	Proposed Deed(s)
EXHIBIT H	Declarant Joinder

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 Parties, their successors and assigns, forever.

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

WITNESS the Hand and Seal of the undersigned as of this ____ day of _____, 2020.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

TOWN:
THE TOWN OF BLUFFTON, a South Carolina municipal corporation

_____
(Signature of First Witness)

_____(L.S.)
Name: MARC ORLANDO
Title: TOWN MANAGER

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

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of _____, 2020, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MARC ORLANDO, 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 company, 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 South Carolina
My Commission Expires:_____

WITNESS the Hand and Seal of the undersigned as of this ____ day of _____, 2020.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MFH:
MFH LAND, LLC, a South Carolina limited liability company

By: UNITED CAPITAL GROUP, LP, a Delaware limited partnership
Its: MANAGER

By: JHM 94 CORPORATION, a Delaware corporation
Its: GENERAL PARTNER

_____ (L.S.)
Name: JAMES E. MATTEI
Title: VICE-PRESIDENT

_____
(Signature of First Witness)

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

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of _____, 2020, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MFH LAND, LLC, a South Carolina limited liability company, by UNITED CAPITAL GROUP, LP, its MANAGER, by JHM CORPORATION, its GENERAL PARTNER, by JAMES E. MATTEI, its Vice President, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who, on behalf of the company, acknowledged the execution thereof.

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

_____(SEAL)
(Signature of Notary Public)
Printed Notary Name:_____
Notary Public for South Carolina
My Commission Expires:_____

EXHIBIT "A"
(TOWN PROPERTY DESCRIPTION)

ALL that certain piece, parcel or tract of land, situate, lying and being in the Town of Bluffton, County of Beaufort, State of South Carolina, and being shown and designated as Parcel 4B-3, 7.111 Acres, on that certain Plat entitled "*Minor Subdivision Parcel 4B-2 & 4B-3 Formerly Parcel 4B-2 A Portion of New Riverside,*" prepared for New Riverside, LLC, by Robert K. Morgan, III, SCRLS 26957, Thomas & Hutton, dated August 14, 2018, revised December 13, 2018, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on December 17, 2018, in Plat Book 150 at Page 168. For a more detailed description as to courses, metes, bounds, courses and distances, reference is made to said plat of record.

THIS being a portion of the same property conveyed to the Town of Bluffton, a South Carolina municipal corporation by deed of New Riverside, LLC dated December 31, 2018, and recorded January 3, 2019, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 3725 at Page 3227.

Tax Map No. R610-036-000-3214-0000

EXHIBIT "B-1"
(DEVELOPER PROPERTY DESCRIPTION)

ALL that certain piece, parcel or tract of land, situate, lying and being in the Town of Bluffton, County of Beaufort, State of South Carolina, and being shown and designated as Parcel 4B-2, 26.9660 Acres, on that certain Plat entitled "*Minor Subdivision Parcel 4B-2 & 4B-3 Formerly Parcel 4B-2 A Portion of New Riverside,*" prepared for New Riverside, LLC, by Robert K. Morgan, III, SCRLS 26957, Thomas & Hutton, dated August 14, 2018, revised December 13, 2018, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on December 17, 2018, in Plat Book 150 at Page 168. For a more detailed description as to courses, metes, bounds, courses and distances, reference is made to said plat of record.

THIS being a portion of the same property conveyed to MFH Land, LLC by Deed from New Riverside, LLC dated December 19, 2018 and recorded December 20, 2018 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3723 at Page 0665.

Tax Map No. p/o R610-036-000-1258-0000

EXHIBIT "B-2"
(BUFFER PARCEL DESCRIPTION)

All that certain piece, parcel or tract of land located in Beaufort County, South Carolina, containing 1.431 acres, more or less, as more fully shown and described as "Buffer Parcel" on that certain plat entitled "A PLAT OF PARCELS 4B-2 AND A PORTION OF NEW RIVERSIDE ROAD RIGHT OF WAY, Town of Bluffton, Beaufort County, South Carolina, Prepared For: New Riverside, LLC", prepared by Thomas & Hutton Engineering Co., dated November 12, 2019, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _ at Page _____.

This being the same property conveyed to MFH Land, LLC by deed of New Riverside LLC, dated_____ _____, 2020, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book _____ at Page _____.

TMS: p/o R610 044 000 0016 0000

EXHIBIT "C"

(PORTIONS OF CONCEPTUAL MASTER PLAN – APPROVED APRIL 15, 2020)

(To be provided prior to recording)

APPROVED
By Kevin Icard at 11:15 am, 4/15/20

PREPARED FOR:
AVTEX COMMERCIAL PROPERTIES, INC &
MFH LAND, LLC

TRANSPORTATION NETWORK PLAN

OCTOBER 29, 2019
REVISED: MARCH 25, 2020

THOMAS & HUTTON
50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 • 912.234.5300
WWW.THOMASANDHUTTON.COM

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.
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NEW RIVERSIDE VILLAGE

BEAUFORT COUNTY | BLUFFTON, SOUTH CAROLINA

R610-036-000-1258-0000

GRAPHIC SCALE: 1 INCH = 60 FEET

Z:\27796\27796.000\Engineering\Drawings\Exhibits\MP Exhibits\27796.000 - Transportation Network Plan - rev2.dwg - Mar 26, 2020 - 10:20 PM

KEY:

- BUFFER
- TOWN OPEN SPACE
- POND

OPEN SPACE SUMMARY

TYPE	±ACREAGE
BUFFER	3.6 AC
TOWN OPEN SPACE	5.5 AC
POCKET PARKS	1.4 AC
TOTAL	**10.5 AC**

APPROVED
By Kevin Icard at 11:02 am, 4/15/20

PREPARED FOR:
AVTEX COMMERCIAL PROPERTIES, INC &
MFH LAND, LLC

OPEN SPACE PLAN

OCTOBER 29, 2019
REVISED: MARCH 25, 2020

NEW RIVERSIDE VILLAGE

BEAUFORT COUNTY | BLUFFTON, SOUTH CAROLINA

R610-036-000-1258-0000

THOMAS HUTTON
50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 • 912.234.5300
WWW.THOMASANDHUTTON.COM

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GRAPHIC SCALE: 1 INCH = 60 FEET

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APPROVED

By Kevin Icard at 11:09 am, 4/15/20

PREPARED FOR:

AVTEX COMMERCIAL PROPERTIES, INC &
MFH LAND, LLC

DRAINAGE MASTER PLAN

OCTOBER 29, 2019
REVISED: MARCH 25, 2020

NEW RIVERSIDE VILLAGE

BEAUFORT COUNTY | BLUFFTON, SOUTH CAROLINA

R610-036-000-1258-0000

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GRAPHIC SCALE: 1 INCH = 60 FEET

Z:\27790\27796.000\Engineering\Drawings\Exhibits\MP Exhibits\27796.000 - Drainage Master Plan - REV2.dwg - Mar 26, 2020 - 12:03:03 PM

APPROVED

By Kevin Icard at 11:22 am, 4/15/20

PREPARED FOR:

AVTEX COMMERCIAL PROPERTIES, INC & MFH LAND, LLC

TREE PLAN

OCTOBER 29, 2019
REVISED: MARCH 25, 2020

THOMAS HUTTON
50 PARK OF COMMERCE WAY
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NEW RIVERSIDE VILLAGE

BEAUFORT COUNTY | BLUFFTON, SOUTH CAROLINA

R610-036-000-1258-0000

60 0 30 60 120 240

GRAPHIC SCALE: 1 INCH = 60 FEET

Z:\27790\27796.000\Engineering\Drawings\Exhibits\MP Exhibits\27796.000 -Natural Resources & Tree Conservation Plan - rev2.dwg - Mar 26, 2020 - 10:49 PM

APPROVED

By Kevin Icard at 11:13 am, 4/15/20

PREPARED FOR:

AVTEX COMMERCIAL PROPERTIES, INC & MFH LAND, LLC

PROPOSED TOWN PARK SPACE

OCTOBER 29, 2019
REVISED: MARCH 25, 2020

NEW RIVERSIDE VILLAGE

BEAUFORT COUNTY | BLUFFTON, SOUTH CAROLINA

R610-036-000-1258-0000

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GRAPHIC SCALE: 1 INCH = 60 FEET

Z:\27796\27796.000\Engineering\Drawings\Exhibits\MP Exhibits\27796.000 - town park REV2.dwg - Mar 26, 2020 - 10:22 PM

SITE DATA TABLE

· TOTAL SITE ACREAGE:	35.5 AC.	
· PERVIOUS AREA:	13.7 AC.	39%
· IMPERVIOUS AREA:	19.4 AC.	54%
· POND	2.4 AC.	7%

BUILDING SUMMARY:

ID	USE	AREA	SF	PARKING RATIO	PARKING REQUIRED	PARKING PROVIDED
PHASE 1						
A	RETAIL / RESTAURANT		8,000		32	
B	RETAIL / RESTAURANT		7,500		30	
C	RESTAURANT		7,500		30	
D	RETAIL / RESTAURANT		10,000		40	
E	RETAIL / RESTAURANT		10,000		40	
F	RETAIL / RESTAURANT		6,000		24	
G	RETAIL / RESTAURANT		6,500		26	
H	LIBRARY		15,000		68	
I	EARLY CHILDHOOD CENTER		8,500		34	
	COMMUNITY PARK	5.5 AC.				
	SUBTOTAL	**17.5 AC.**	79,000	4/1,000 SQ. FT.	324	326
OUTPARCELS						
J	OFFICE / RETAIL	1.8 AC.	15,000	4/1,000 SQ. FT.	60	60
K	GENERAL STORE	1.5 AC.	5,000	4/1,000 SQ. FT.	20	20
L	RESTAURANT	1.8 AC.	4,800	12/1,000 SQ. FT.	58	58
	SUBTOTAL	**5.1 AC.**			138	138
SINGLE FAMILY		**5.3 AC.**				
PHASE 2		**7.6 AC.**				
TOTAL		**35.5 AC.**				

PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE UPON REVIEW OF VARIOUS GOVERNMENTAL AGENCIES.

OUT PARCEL USES AND SQUARE FOOTAGE YIELDS AS SHOWN ARE AN ESTIMATE AT THIS TIME AND SHALL NOT BE LIMITED TO THOSE SHOWN.

REFER TO THE NARRATIVE FOR PARKING REQUIREMENTS

TREES SHOWN ON CONCEPTUAL MASTER PLAN ARE FOR GRAPHIC PURPOSES ONLY.

APPROVED

By Kevin Icard at 10:54 am, 4/15/20

PREPARED FOR:

AVTEX COMMERCIAL PROPERTIES, INC &
MFH LAND, LLC

CONCEPTUAL MASTER PLAN

NEW RIVERSIDE VILLAGE

BEAUFORT COUNTY | BLUFFTON, SOUTH CAROLINA

R610-036-000-1258-0000

OCTOBER 29, 2019
REVISED: MARCH 25, 2020

THOMAS + HUTTON
50 PARK OF COMMERCE WAY
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This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

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SCALE 1" = 60'
-60 0 30 60 120

EXHIBIT "D"
(THE PLAT)
(To be provided prior to recording)

ACREAGE TABLE

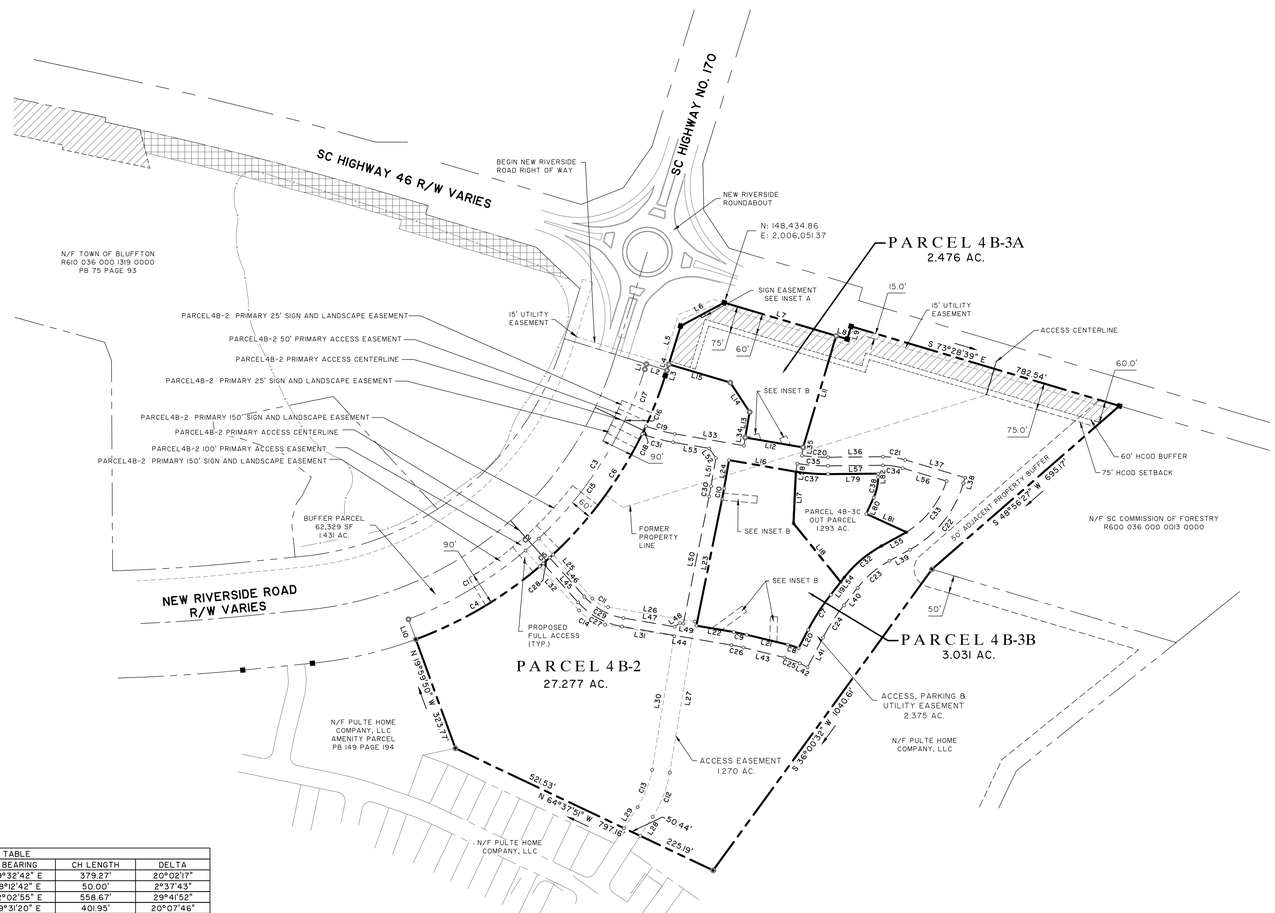
PARCEL	UPLAND	WETLAND BUFFER	PRESERVED WETLAND	WETLAND PERMIT IMPACTS	TOTAL (GROSS)
4B-2	28.571	0.000	0.000	0.000	28.571
4B-3A	2.476	0.000	0.000	0.000	2.476
4B-3B	3.031	0.000	0.000	0.000	3.031
BUFFER	1.431	0.000	0.000	0.000	1.431

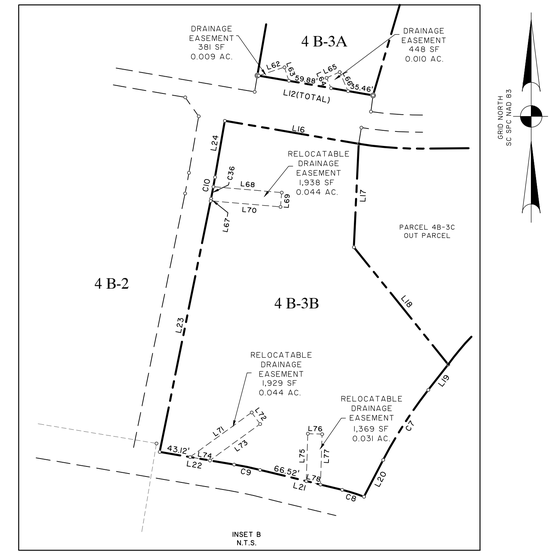
LINE TABLE

LINE	BEARING	LENGTH
L1	S 17°11'59" W	14.99'
L2	S 72°48'01" E	60.00'
L3	S 17°11'59" W	14.99'
L4	S 17°11'59" W	17.71'
L5	S 17°11'59" W	112.34'
L6	S 61°52'47" W	137.91'
L7	N 73°31'07" W	326.36'
L8	N 73°31'07" W	32.59'
L9	S 16°28'52" W	37.23'
L10	N 19°59'50" W	60.00'
L11	N 16°28'53" E	325.43'
L12	S 80°14'35" E	164.04'
L13	S 09°45'25" W	72.44'
L14	S 33°16'29" E	98.34'
L15	S 73°31'07" E	179.51'
L16	S 80°14'35" E	189.96'
L17	S 02°41'51" W	144.51'
L18	S 38°47'01" E	210.52'
L19	S 38°04'03" W	45.15'
L20	S 27°32'59" W	58.07'
L21	N 76°20'36" W	118.12'
L22	N 80°23'15" W	105.45'
L23	N 11°27'34" E	361.24'
L24	N 09°45'25" E	80.02'
L25	N 41°47'18" W	224.74'
L26	N 80°35'17" W	246.14'
L27	N 09°24'43" E	428.31'
L28	N 32°54'50" E	63.64'
L29	N 32°54'50" E	70.26'
L30	N 09°24'43" E	378.31'
L31	N 80°35'17" W	196.14'
L32	N 41°47'18" W	224.74'
L33	N 80°14'35" W	196.25'
L34	S 09°45'25" W	23.22'
L35	N 07°40'08" E	23.00'
L36	S 89°28'00" W	153.83'
L37	N 73°28'39" W	174.77'
L38	N 16°31'21" E	16.79'
L39	N 61°25'16" E	64.89'
L40	N 38°04'03" E	61.68'
L41	N 27°32'59" E	93.93'
L42	S 62°27'01" E	24.43'
L43	S 76°20'36" E	118.12'
L44	S 80°23'15" E	310.52'
L45	S 41°47'18" E	145.76'
L46	N 41°47'18" W	145.76'
L47	N 80°23'15" W	145.36'
L48	S 54°36'45" W	18.38'
L49	N 80°23'15" W	9.69'
L50	S 11°27'34" W	362.43'
L51	S 09°45'25" W	80.02'
L52	S 35°14'35" E	32.53'
L53	S 80°14'35" E	102.06'
L54	S 38°04'03" W	16.53'
L55	S 61°06'18" W	80.20'
L56	S 73°28'39" E	127.67'
L57	N 89°28'00" E	153.83'
L58	N 09°05'48" E	23.03'
L59	S 28°07'13" E	8.00'
L60	S 61°52'47" W	12.00'
L61	N 28°07'13" W	8.00'
L62	S 71°45'19" W	37.87'
L63	N 18°14'41" W	20.00'
L64	N 23°57'38" W	15.73'
L65	N 66°02'22" E	20.00'
L66	S 23°57'38" E	29.08'
L67	N 11°27'34" E	3.16'
L68	S 85°07'28" E	95.82'
L69	S 04°52'32" W	20.00'
L70	N 85°07'28" W	97.99'
L71	S 54°03'24" W	106.27'
L72	N 35°56'36" W	20.00'
L73	N 54°03'24" E	86.65'
L74	S 80°23'15" E	28.01'
L75	S 01°49'42" W	66.35'
L76	N 88°10'18" W	20.00'
L77	N 01°49'42" E	70.54'
L78	S 76°20'36" E	20.43'
L79	S 89°28'00" W	139.78'
L80	N 24°31'36" E	49.94'
L81	N 65°28'24" W	123.44'
L82	N 00°32'00" W	9.92'

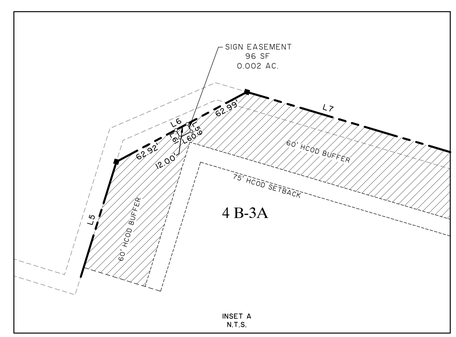
CURVE TABLE

CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	1090.00'	381.21'	N 59°32'42" E	379.27'	20°02'17"
C2	1090.00'	50.00'	N 48°12'42" E	50.00'	2°37'43"
C3	1090.00'	564.97'	N 32°02'55" E	558.67'	29°41'52"
C4	1150.00'	404.03'	N 59°31'20" E	401.95'	20°07'46"
C5	1150.00'	50.00'	N 48°12'42" E	50.00'	2°29'29"
C6	1150.00'	597.45'	N 32°04'58" E	590.75'	29°45'59"
C7	635.00'	116.57'	S 32°48'31" W	116.40'	10°31'04"
C8	225.00'	31.95'	N 72°16'33" W	31.92'	8°08'07"
C9	525.00'	37.06'	N 78°21'56" W	37.05'	4°02'39"
C10	1025.00'	30.46'	N 10°36'30" E	30.46'	1°42'09"
C11	75.00'	50.79'	S 61°11'17" E	49.82'	38°47'59"
C12	325.00'	133.31'	N 21°09'47" E	132.38'	23°30'06"
C13	275.00'	112.80'	N 21°09'47" E	112.01'	23°30'06"
C14	125.00'	84.65'	S 61°11'17" E	83.04'	38°47'59"
C15	1090.00'	397.00'	N 36°27'48" E	394.80'	20°52'05"
C16	1090.00'	20.00'	N 25°30'13" E	20.00'	1°03'05"
C17	1090.00'	147.98'	N 21°05'20" E	147.86'	7°46'42"
C18	1150.00'	24.12'	N 25°22'34" E	24.12'	1°12'06"
C19	488.00'	83.36'	S 75°20'57" E	83.26'	9°47'16"
C20	488.00'	72.45'	S 86°16'48" E	72.38'	8°30'23"
C21	212.00'	63.11'	N 82°00'19" W	62.88'	17°03'21"
C22	312.00'	244.49'	N 38°58'18" E	238.28'	44°53'55"
C23	288.00'	117.39'	S 49°44'39" W	116.58'	23°21'12"
C24	588.00'	107.94'	S 32°48'31" W	107.79'	10°31'04"
C25	188.00'	45.59'	N 69°23'48" W	45.47'	13°53'35"
C26	488.00'	34.44'	N 78°21'56" W	34.44'	4°02'39"
C27	212.00'	142.82'	S 61°05'16" E	140.14'	38°35'57"
C28	1150.00'	24.00'	N 48°12'42" E	24.00'	1°11'45"
C29	188.00'	126.65'	S 61°05'16" E	124.27'	38°35'57"
C30	988.00'	29.36'	N 10°36'30" E	29.36'	1°42'09"
C31	512.00'	89.91'	S 75°12'43" E	89.80'	10°03'43"
C32	335.00'	136.54'	S 49°44'39" W	135.60'	23°21'12"
C33	265.00'	185.13'	N 38°05'46" E	181.39'	40°01'41"
C34	188.00'	55.96'	N 82°00'19" W	55.76'	17°03'21"
C35	512.00'	86.14'	S 85°42'49" E	86.04'	9°38'22"
C36	1025.00'	16.96'	N 10°59'08" E	16.96'	0°56'52"
C37	539.93'	90.01'	N 85°44'08" W	89.90'	9°33'04"
C38	134.50'	58.83'	N 11°59'48" E	58.36'	25°03'36"





GRID NORTH
SC SPC NAD 83



HCOD - HIGHWAY CORRIDOR OVERLAY DISTRICT BUFFER

HCOD - BUFFER REQUIREMENT MODIFICATIONS - REFER TO NOTES

HIGHWAY CORRIDOR OVERLAY DISTRICT

1. THE HCOD BUFFER SHOWN ON THIS PLAT WAS APPROVED ON SEPTEMBER 27, 2006 BY THE TOWN OF BLUFFTON PLANNING COMMISSION HIGHWAY CORRIDOR OVERLAY DISTRICT CERTIFICATE OF APPROPRIATENESS. THE UNDISTURBED HCOD BUFFER RUNS ALONG SC HWY 46 FOR 1,170 FEET AND ALONG NEW RIVERSIDE ROAD FROM SC HWY 46 FOR 100'.

2. ARCHITECTURAL REVIEW STANDARDS APPLY TO AREAS WITHIN 500' OF SC HIGHWAY 46 AND REQUIRE AN ADDITIONAL REVIEW PROCESS BY THE TOWN OF BLUFFTON PLANNING COMMISSION.

PARCEL NOTES

1. STORM DRAINAGE FOR THIS PROJECT SHALL BE DESIGNED IN ACCORDANCE WITH THE NEW RIVERSIDE STORMWATER MASTER PLAN LATEST VERSION AND THE NEW RIVERSIDE WETLAND PERMIT #2004-IG-025. A PARCEL CANNOT ADVERSELY IMPACT THE DRAINAGE OF THE UPSTREAM OF DOWNSTREAM PROPERTIES.

2. ACCESS FROM PARCELS WITHIN NEW RIVERSIDE THAT ARE ADJACENT TO NEW RIVERSIDE ROAD TO THE PAVED NEW RIVERSIDE ROAD AREA (ACROSS THE NEW RIVERSIDE ROAD RIGHT-OF-WAY) SHALL BE CONSTRUCTED BY THE RESPECTIVE PARCEL OWNER WITH A MINIMUM OF EIGHT (8) INCHES OF BASE COURSE, TWO (2) INCHES OF BINDER COURSE AND ONE AND ONE-HALF (1 1/2) INCHES OF SURFACE COURSE. UPON COMPLETION AND ISSUANCE OF A FINAL CERTIFICATE OF COMPLIANCE BY THE TOWN OF BLUFFTON, THE ACCESS WITHIN THE NEW RIVERSIDE ROAD RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE NEW RIVERSIDE ASSOCIATION, INC. FOR OWNERSHIP AND MAINTENANCE.

3. THE SIXTY (60') BUFFER PARCEL LOCATED ADJACENT TO NEW RIVERSIDE ROAD RIGHT-OF-WAY IS GOVERNED BY THE COMMUNITY DESIGN CONCEPTS AND GUIDELINES FOR NEW RIVERSIDE. THIS BUFFER SHALL BE UNDISTURBED UNLESS APPROVED BY NEW RIVERSIDE, LLC OR OTHER PARTY APPOINTED BY NEW RIVERSIDE, LLC.

4. PARCEL DEVELOPERS WITHIN NEW RIVERSIDE SHALL USE BEST EFFORTS TO LIMIT CONSTRUCTION TRAFFIC TO THE NEW RIVERSIDE ACCESS AT THE INTERSECTION OF S.C. HIGHWAY 46 AND S.C. HIGHWAY 170 LOCATION.

5. ACCESS TO PARCEL 4B-2 SHALL BE AT THOSE POINTS IDENTIFIED AS THE PROPOSED FULL ACCESS AS SHOWN HEREON. ENTRANCEWAY IMPROVEMENTS, LANDSCAPING, SIGNAGE, LIGHTING, ETC., SHALL BE IN ACCORDANCE WITH THE COMMUNITY DESIGN CONCEPTS AND GUIDELINES FOR NEW RIVERSIDE AND CONTAINED WITHIN THOSE AREAS IDENTIFIED FOR SAME ON A PLAT OF (137.139 ACRE) KNOWN AS NEW RIVERSIDE ROAD PREPARED BY THOMAS & HUTTON ENGINEERING COMPANY, INC., DATED JUNE 29, 2005 OR OTHERWISE APPROVED BY NEW RIVERSIDE, LLC OR PARTY APPOINTED BY NEW RIVERSIDE, LLC.

6. REFER TO THE NEW RIVERSIDE CONCEPT PLAN AND THE NEW RIVERSIDE DEVELOPMENT AGREEMENT FOR ADDITIONAL LIMITATIONS WHICH MAY AFFECT AREAS SHOWN ON THIS PLAT.

NOTES

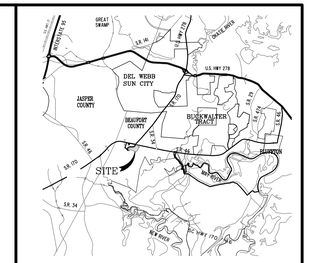
1. TAX MAP NO. 4B-2: R610 036 000 1258 0000, 4B-3: R610 036 000 3214 0000 & ROW: R610 044 000 0016 0000.
2. ACCORDING TO F.I.R.M. MAP NO. 450025, PANEL 0080D, REVISED 9-29-86, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN ZONE C.
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA 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. PLAT SHALL NOT BE USED FOR FLOOD ZONE DETERMINATION. IT IS THE OWNER'S RESPONSIBILITY TO REFERENCE CURRENT FEMA FLOOD INSURANCE RATE MAPS. THE FEMA FLOOD INSURANCE MAPS CHANGE PERIODICALLY AND MAY VARY FROM WHAT IS SHOWN HEREON.
8. PER TOWN OF BLUFFTON AGREEMENT, INTERNAL BUFFER SHALL BE A MINIMUM OF 60 FEET WIDE. BUFFER WILL MAINTAIN MOST LARGE SPECIMEN TREES AND WILL ALSO INCLUDE MINIMUM UNDERSTORY AND LOW VEGETATION REQUIREMENTS. FINAL SHAPE OF INTERNAL BUFFER BOUNDARY MAY VARY TO ACCOMMODATE FUTURE DEVELOPMENT.
9. REFERENCES: PB 108, PAGES 44-54, PB 75, PAGE 93, PB 145, PAGE 85, PB 116, PAGE 159, DB 2590, PAGES 1786-1788.

LEGEND

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

HCOD HIGHWAY CORRIDOR OVERLAY DISTRICT

--------- HCOD HIGHWAY CORRIDOR OVERLAY DISTRICT



VICINITY MAP not to scale

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

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

DRAFT

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

A RECONFIGURATION PLAT OF

PARCELS 4B-2, 4B-3A AND 4B-3B FORMERLY PARCELS 4B-2 & 4B-3

TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

prepared for
NEW RIVERSIDE, LLC

No.	Revision	By	Date

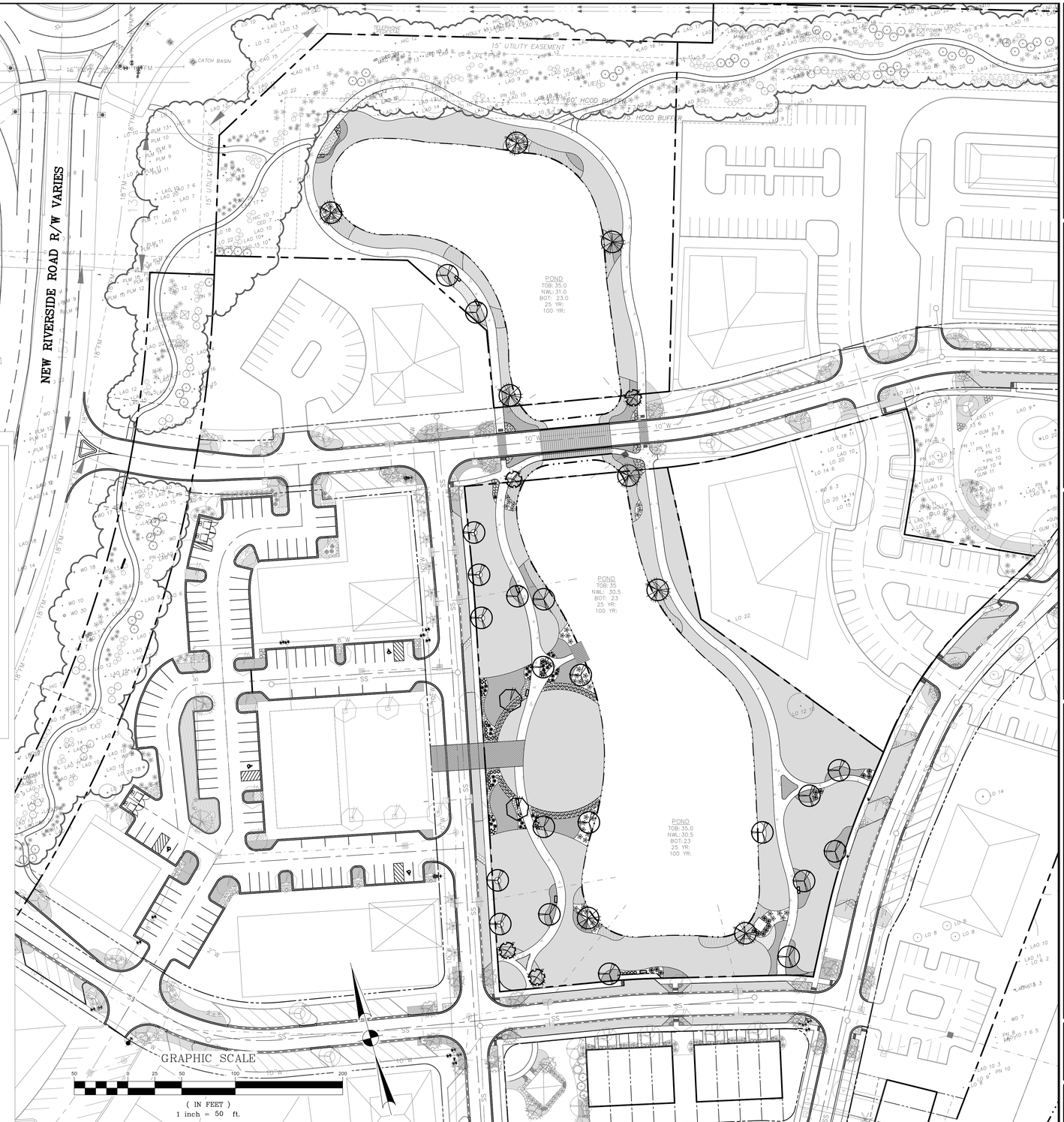
THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

200 0 200 400
1 INCH = 200 FEET

plat	drawn	reviewed	field	crew
05-26-2020	LPO	RKM	MAY,2020	BB

job 15150.0003/27796.0001 SHEET 1 OF 1

EXHIBIT "E"
(LANDSCAPE PLAN)
(To be provided prior to recording)



PLANT SCHEDULE

TREES

QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
4	LIN	Lagerstroemia indica 'Natchez'	'Natchez' Crape Myrtle	B X B OR CONT. ; 2" CAL., 10' HT. IN.	AS SHOWN	Specimen, multi-trunk, 3 trunk min
21	QV	Quercus virginiana	Live Oak	B & B OR CONT. 3" CAL., 12' HT. MIN.		Specimen
8	TD	Taxodium distichum	Bald Cypress	B & B OR CONT. 3" CAL., 12' HT. MIN.		Specimen
2	UA	Ulmus Americana 'Princeton'	Princeton American Elm	B & B OR CONT. 3" CAL., 12' HT. MIN.		Specimen

PALMS

QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
50	SR-B	Serenoa repens	Green Saw Palmetto	CONT. 30" HT. & SPREAD		Counts Towards Buffer Req.

SHRUBS

QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
97	GARF	Gardenia jasminoides 'Frost Proof'	Frost Proof Gardenia	3 GAL. 18" HT. MIN.	AS SHOWN	Full
21	GAUL	Gaura lindheimeri 'So White'	White Gaura	1 GAL. 10" HT. MIN.	AS SHOWN	Full & Vigorous
12	ILEV	Ilex vomitoria 'Stokes'	Dwarf Yaupon Holly	3 GAL. 18" HT. MIN.	AS SHOWN	Full
26	ROSM	Rosa 'Meidrifora' PP 19,148	Coral Drift Rose	3 GAL. 24" HT. & SPREAD	AS SHOWN	Full & Vigorous
16	VIBS	Viburnum suspensum	Sandankwa Viburnum	7 GAL. 24" HT. & SPREAD	AS SHOWN	Full

ORNAMENTAL GRASSES AND GROUNDCOVERS

QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
204	LIBB	Liriope muscari 'Big Blue'	Big Blue Liriope	1 GAL. 10" HT. MIN.	18"	Full
70	LOML	Lomandra longifloria	Breeze Grass	1 GAL. 10" HT. MIN.	2.5'	Full
916	MUHC	Muhlenbergia capillaris	Pink Muhly Grass	1 GAL. 10" HT. MIN.	3'	Full
73	PANV	Panicum virgatum	Switch Grass	1 GAL. 12" HT. MIN.	2.5'	Full
29	PERA	Perovskia atriplicifolia	Russian Sage	3 GAL. 24" X 24"	AS SHOWN	
73	RUD	Rudbeckia fulgida 'Goldstrum'	Yellow Coneflower	1 GAL. 8" HT. MIN.	18"	Full
589	SPAB	Spartina bakeri	Cord Grass	1 GAL. 12" HT. MIN.	3'	Full & Vigorous

PRELIMINARY

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
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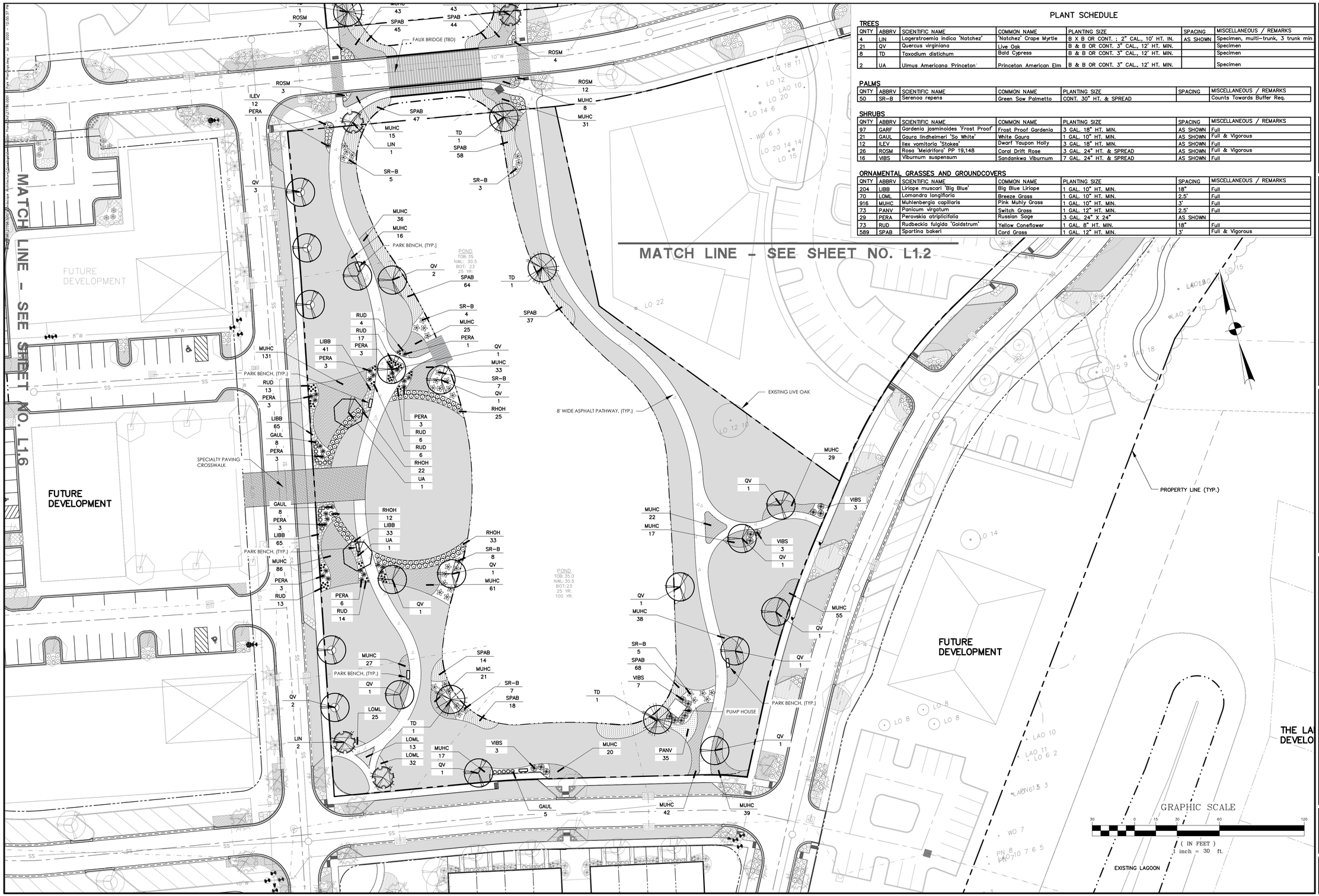
AVTEX COMMERCIAL PROPERTIES, INC.
BLUFFTON, SOUTH CAROLINA

NEW RIVERSIDE VILLAGE

OVERALL PARK LANDSCAPE PLAN

JOB NO:	J- 27796.0001
DATE:	4-17-2020
DRAWN:	CDG
DESIGNED:	JPM
REVIEWED:	MSH
APPROVED:	MSH
SCALE:	1" = 50'

L3.1



PLANT SCHEDULE

TREES

QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
4	LIN	Lagerstroemia indica 'Natchez'	'Natchez' Crape Myrtle	B X B OR CONT. ; 2" CAL., 10' HT. IN.	AS SHOWN	Specimen, multi-trunk, 3 trunk min
21	QV	Quercus virginiana	Live Oak	B & B OR CONT. 3" CAL., 12' HT. MIN.		Specimen
8	TD	Taxodium distichum	Bald Cypress	B & B OR CONT. 3" CAL., 12' HT. MIN.		Specimen
2	UA	Ulmus Americana Princeton'	Princeton American Elm	B & B OR CONT. 3" CAL., 12' HT. MIN.		Specimen

PALMS

QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
50	SR-B	Serenoa repens	Green Saw Palmetto	CONT. 30" HT. & SPREAD		Counts Towards Buffer Req.

SHRUBS

QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
97	GARF	Gardenia jasminoides 'Frost Proof'	Frost Proof Gardenia	3 GAL. 18" HT. MIN.	AS SHOWN	Full
21	GAUL	Gaura lindheimeri 'So White'	White Gaura	1 GAL. 10" HT. MIN.	AS SHOWN	Full & Vigorous
12	ILEV	Ilex vomitoria 'Stokes'	Dwarf Yaupon Holly	3 GAL. 18" HT. MIN.	AS SHOWN	Full
26	ROSM	Rosa 'Meidrifora' PP 19,148	Coral Drift Rose	3 GAL. 24" HT. & SPREAD	AS SHOWN	Full & Vigorous
16	VIBS	Viburnum suspensum	Sandankwa Viburnum	7 GAL. 24" HT. & SPREAD	AS SHOWN	Full

ORNAMENTAL GRASSES AND GROUNDCOVERS

QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
204	LIBB	Liriope muscari 'Big Blue'	Big Blue Liriope	1 GAL. 10" HT. MIN.	18"	Full
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73	RUD	Rudbeckia fulgida 'Goldstrum'	Yellow Coneflower	1 GAL. 8" HT. MIN.	18"	Full
589	SPAB	Spartina bakeri	Cord Grass	1 GAL. 12" HT. MIN.	3'	Full & Vigorous

PRELIMINARY

NO.	REVISIONS	BY	DATE

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AVTEX COMMERCIAL PROPERTIES, INC.
BLUFFTON, SOUTH CAROLINA
NEW RIVERSIDE VILLAGE
PARK LANDSCAPE PLAN

JOB NO:	J- 27796.0001
DATE:	4-17-2020
DRAWN:	CDG
DESIGNED:	JPM
REVIEWED:	MSH
APPROVED:	MSH
SCALE:	1" = 30'

L3.2

PLANT SCHEDULE

TREES

QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
4	LIN	Lagerstroemia indica 'Natchez'	'Natchez' Crape Myrtle	B X B OR CONT. ; 2" CAL., 10' HT. IN.	AS SHOWN	Specimen, multi-trunk, 3 trunk min
21	QV	Quercus virginiana	Live Oak	B & B OR CONT. 3" CAL., 12' HT. MIN.		Specimen
8	TD	Taxodium distichum	Bald Cypress	B & B OR CONT. 3" CAL., 12' HT. MIN.		Specimen
2	UA	Ulmus Americana Princeton'	Princeton American Elm	B & B OR CONT. 3" CAL., 12' HT. MIN.		Specimen

PALMS

QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
50	SR-B	Serenoa repens	Green Saw Palmetto	CONT. 30" HT. & SPREAD		Counts Towards Buffer Req.

SHRUBS

QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
97	GARF	Gardenia jasminoides 'Frost Proof'	Frost Proof Gardenia	3 GAL. 18" HT. MIN.	AS SHOWN	Full
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12	ILEV	Ilex vomitoria 'Stokes'	Dwarf Yaupon Holly	3 GAL. 18" HT. MIN.	AS SHOWN	Full
26	ROSM	Rosa 'Meidrifora' PP 19,148	Coral Drift Rose	3 GAL. 24" HT. & SPREAD	AS SHOWN	Full & Vigorous
16	VIBS	Viburnum suspensum	Sandankwa Viburnum	7 GAL. 24" HT. & SPREAD	AS SHOWN	Full

ORNAMENTAL GRASSES AND GROUNDCOVERS

QNTY	ABBRV	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
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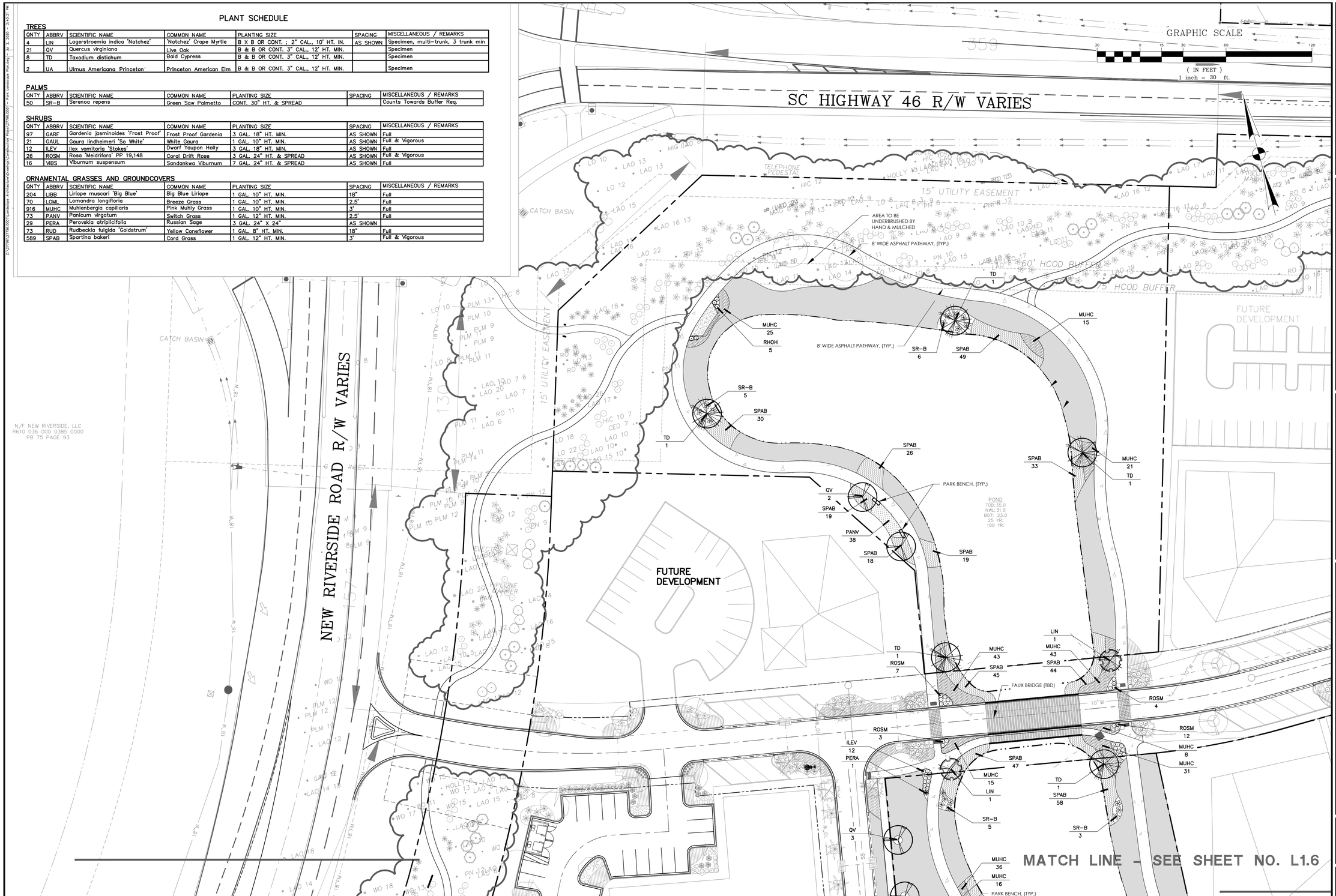
70	LOML	Lomandra longifloria	Breeze Grass	1 GAL. 10" HT. MIN.	2.5'	Full
916	MUHC	Muhlenbergia capillaris	Pink Muhly Grass	1 GAL. 10" HT. MIN.	3'	Full
73	PANV	Panicum virgatum	Switch Grass	1 GAL. 12" HT. MIN.	2.5'	Full
29	PERA	Perovskia atriplicifolia	Russian Sage	3 GAL. 24" X 24"	AS SHOWN	
73	RUD	Rudbeckia fulgida 'Goldstrum'	Yellow Coneflower	1 GAL. 8" HT. MIN.	18"	Full
589	SPAB	Spartina bakeri	Cord Grass	1 GAL. 12" HT. MIN.	3'	Full & Vigorous



PRELIMINARY

NO.	REVISIONS	BY	DATE

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AVTEX COMMERCIAL PROPERTIES, INC.
BLUFFTON, SOUTH CAROLINA

NEW RIVERSIDE VILLAGE

PARK LANDSCAPE PLAN

JOB NO:	J- 27796.0001
DATE:	4-17-2020
DRAWN:	CDG
DESIGNED:	JPM
REVIEWED:	MSH
APPROVED:	MSH
SCALE:	1" = 30'

L3.3

EXHIBIT "F-1"
(NEW RIVERSIDE ROAD IMPROVEMENTS CONSTRUCTION DRAWING)
(To be provided prior to recording)

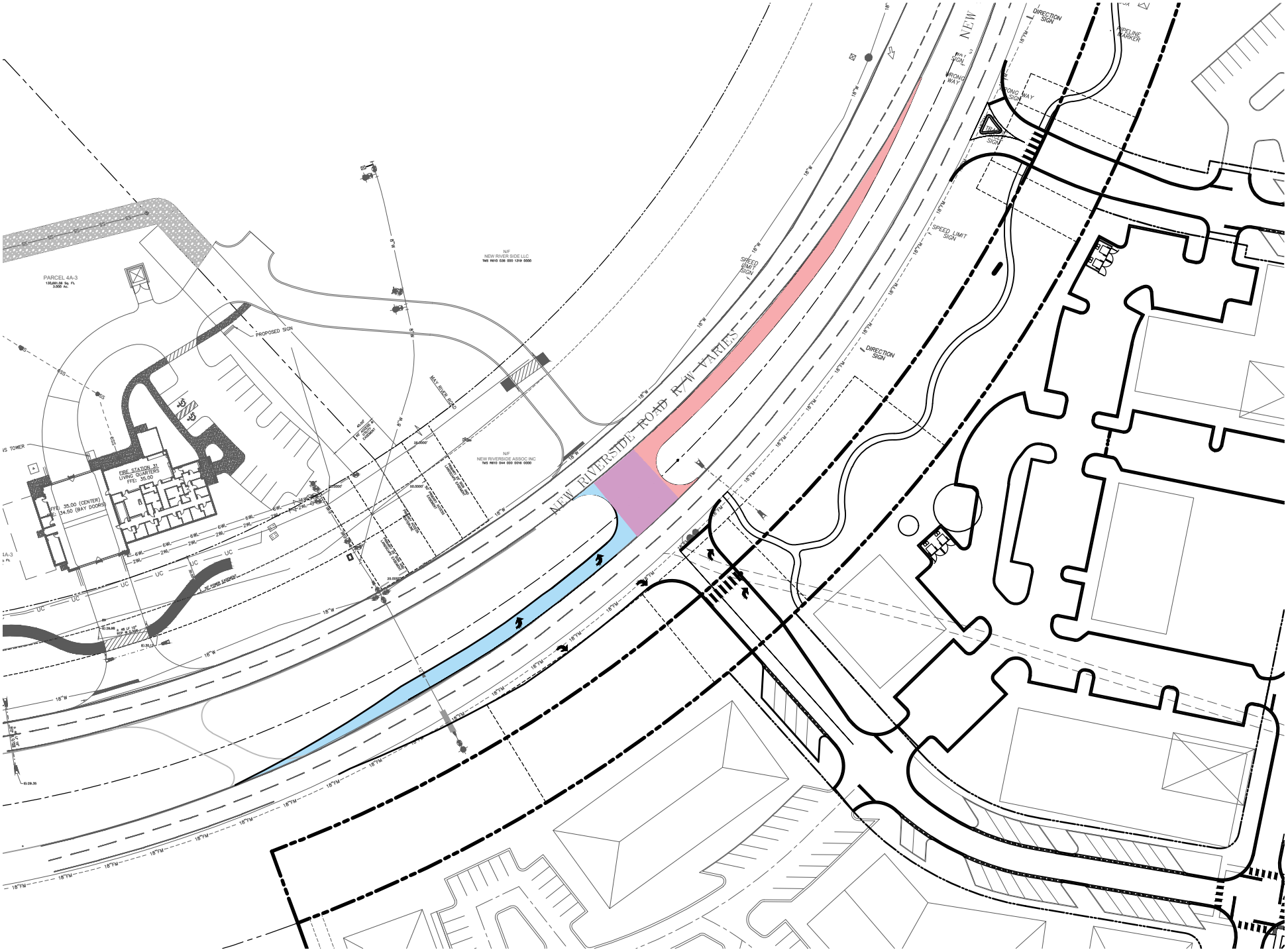

NEW RIVERSIDE ROAD R/W VARIES
PARCEL 4A-3
NF
NEW RIVER SIDE LLC
NF
NEW RIVERSIDE ASSOC INC
PROPOSED SIGN
FIRE STATION 31
LIVING QUARTERS
FFE: 35.00
FFE: 35.00 (CENTER)
FFE: 34.50 (BAY DOORS)
SPEED LIMIT SIGN
DIRECTION SIGN
WRONG WAY SIGN
PIPELINE MARKER

EXHIBIT "F-2"
(NEW RIVERSIDE ROAD IMPROVEMENTS COST ESTIMATE)
(To be provided prior to recording)

Opinion of Cost

JOB # 27796 **July 6, 2020**

JOB : NEW RIVERSIDE VILLAGE - MEDIAN WORK BUDGET

Item	Item Description	Qty	Um	U. Price	Total
Mobilization, Layout, As Builts, Traffic Control, and Supervision					
	Mobilization, Layout, As Builts, Traffic Control, and Superv	1	Ls	$28,825.00	$ 28,826.00
	Subtotal				**$ 28,826.00**
Clearing & Demolition					
	Clearing & Demolition	1	Ls	$5,617.00	$ 5,617.00
	Subtotal				**$ 5,617.00**
Erosion Control					
	Silt Fence - Type A -	850	Lf	$3.41	$ 2,898.50
	Temporary Grassing Shoulders	1,000	Sy	$1.15	$ 1,150.00
	Permanent Grassing	9,000	Sy	$0.40	$ 1,150.00
	Landscaping/Irrigation	0	LS	$0.00	0
	Erosion Control Inspection	16	Wk	$350.00	$ 5,600.00
	Subtotal				**$ 10,798.50**
Earthwork					
	Strip ROW - Dispose offsite	500	Cy	$12.30	$ 6,150.00
	Onsite Cut to Fill -	450	Cy	$5.05	$ 2,272.50
	Site Grading, Roads and Shoulders	1	Ls	$10,780.00	$ 10,780.00
	Subtotal				**$ 19,202.50**
Asphalt Pavement					
	8" GABC	1,533	Sy	$18.00	$ 27,588.00
	2" Binder	1,510	Sy	$15.00	$ 22,650.00
	1.5" Wearing Surface	1,510	Sy	$13.00	$ 19,630.00
	Subtotal				**$ 69,868.00**
Drainage					
	18" RCP	80	LF	$40.00	$ 3,200.00
	Subtotal				**$ 3,200.00**
Signage and Striping					
	Erradicate Existing Line	1	Ls	$2,760.00	$ 2,760.00
	Temporary Striping - Premark	1	Ls	$1,104.00	$ 1,104.00
	Thermoplastic Striping	1	Ls	$2,415.00	$ 2,415.00
	Subtotal				**$ 6,279.00**
Soft Cost					
	Deisgn	1	Ls	$10,000.00	$ 10,000.00
	Permit	1	Ls	$10,000.00	$ 10,000.00
	Construciton Observation	16	Wk	$450.00	$ 7,200.00
	Material Testing	1	Ls	$2,000.00	$ 2,000.00
	Record Drawings	1	Ls	$2,000.00	$ 2,000.00
	Project Closeout	1	Ls	$2,000.00	$ 2,000.00
	Subtotal				**$ 33,200.00**
				10% Contingency	
	Subtotal				**$ 176,991.00**
	10% Contingency				**$ 17,699.10**
	TOTAL BUDGET MEDIAN WORK				**$ 194,690.10**

39.31

Cost Breakdown

	Area of Improvement			Percent Town	Percent NRV
West Left Turn	38%	416	SY	100%	0%
Median	23%	252	SY	50%	50%
East Left Turn	38%	416	SY	25%	75%
Total	100%	1084	SY	**$ 0.60**	40%
				$ 116,023.80	**$ 78,666.30**

EXHIBIT "G"
(PROPOSED DEED(S))
(To be provided prior to recording)

********** SPACE ABOVE RESERVED FOR RECORDING PURPOSES **********

STATE OF SOUTH CAROLINA	**)**	
	)	**TITLE TO REAL ESTATE**
	)	
	)	
COUNTY OF BEAUFORT	**)**	

KNOW ALL MEN BY THESE PRESENTS, that ***Town of Bluffton,*** a South Carolina municipal corporation (hereafter "Grantor") in the state aforesaid, for and in consideration of Ten and No/100 ($10.00) Dollars and no other valuable consideration to it in hand paid at and before the sealing of these presents by ***MFH LAND, LLC***, a South Carolina limited liability company (hereinafter "Grantee"), 317 Ruth Vista Road, Lexington, South Carolina 29073, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below, unto the said Grantee, its successors and assigns forever, all its interest in the following described real property, to wit:

> All that certain piece, parcel or tract of land situate, lying and being in the Town of Bluffton, County of Beaufort, State of South Carolina, and being shown and designated as Parcel 4B-3 on that certain plat entitled "Minor Subdivision Parcel 4B-2 & 4B-3 Formerly Parcel 4B-2 A Portion of New Riverside", prepared by Thomas & Hutton, Robert K. Morgan, III, SCPLS #26957, dated August 14, 2018, revised December 13, 2018 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 150 at Page 168.
>
> **SAVE AND EXCEPT** all that certain piece, parcel or tract of land situate, lying and being in the Town of Bluffton, County of Beaufort, State of South Carolina, and being shown and designated as Parcel 4B-3A on that certain plat entitled "RECONFIGURATION PLAT OF PARCELS 4B-2, 4B-3A AND 4B-3B, FORMERLY PARCELS 4B-2 AND 4B-3, Town of

Bluffton, Beaufort County, South Carolina, Prepared For: New Riverside, LLC", prepared by Thomas & Hutton Engineering Co., dated May 26, 2020, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____ _____.

This being a portion of the same property conveyed to the Town of Bluffton by deed of New Riverside, LLC, dated December 31, 2018 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3725 at Page 3227.

TMS: p/o R610 0036 000 3214 0000

TOGETHER WITH a view easement to preserve visibility from South Carolina Highway 46 to and from New Riverside, including Parcel 4B-2, over those areas of Parcel 4B-3 designated on that certain plat entitled "Minor Subdivision Parcel 4B-2 & 4B-3 Formerly Parcel 4B-2 A Portion of New Riverside", prepared by Thomas & Hutton, Robert K. Morgan, III, SCPLS #26957, dated August 14, 2018, revised December 13, 2018 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 150 at Page 168 as "Internal Buffer", including the right to selectively clear, trim, clean and/or remove vegetation in accordance with applicable Town of Bluffton Ordinances, applicable restrictive covenants, and the New Riverside 40 Acre Open Space Parcel 4A Plan approved on September 27, 2006 by the Town of Bluffton Planning Commission Highway Corridor Overlay District Certificate of Appropriateness.

TOGETHER WITH those certain drainage easements on Parcel 4B-3A as shown on that certain plat entitled "RECONFIGURATION PLAT OF PARCELS 4B-2, 4B-3A AND 4B-3B, FORMERLY PARCELS 4B-2 AND 4B-3, Town of Bluffton, Beaufort County, South Carolina, Prepared For: New Riverside, LLC", prepared by Thomas & Hutton Engineering Co., dated May 26, 2020, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

TOGETHER WITH all those certain easements as shown on that certain plat entitled "RECONFIGURATION PLAT OF PARCELS 4B-2, 4B-3A AND 4B-3B, FORMERLY PARCELS 4B-2 AND 4B-3, Town of Bluffton, Beaufort County, South Carolina, Prepared For: New Riverside, LLC", prepared by Thomas & Hutton Engineering Co., dated May 26, 2020, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____ and as more fully set forth, described and limited in Article IV of that certain Land Swap Agreement and Public-Private Development Agreement by and between MFH, Land, LLC, as Developer, and The Town of Bluffton dated _____, 2020, recorded July _____, 2020 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book _____ at Page _____ _____ (the "Agreement").

TOGETHER WITH those certain that certain non-exclusive license as more fully set forth

in Section 2.2(c) of the aforesaid Agreement.

RESERVING, HOWEVER, unto Grantor, its successors and successors in title, such non-exclusive, perpetual, irrevocable, commercial, transmissible, appurtenant appendant, and reciprocal easements and rights-of-way over, under, across, through and upon such Utility Easement Areas and Access Easement Areas on, over and across the property being conveyed herein to Grantee as shown on that certain plat entitled "RECONFIGURATION PLAT OF PARCELS 4B-2, 4B-3A AND 4B-3B, FORMERLY PARCELS 4B-2 AND 4B-3, Town of Bluffton, Beaufort County, South Carolina, Prepared For: New Riverside, LLC", prepared by Thomas & Hutton Engineering Co., dated May 26, 2020, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____, and as more fully set forth, limited and described in Article IV of the aforesaid Agreement.

RESERVING FURTHER, HOWEVER, unto Grantor, those non-exclusive licenses as more fully set forth, limited and described in Sections 2.8 and 2.10(c) of the aforesaid Agreement.

SAID PROPERTY is further conveyed subject to those matters set forth on Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

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

AND the within Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, its successors and assigns, against Grantor and Grantor's successor and assigns, only against itself and its successors and assigns lawfully claiming or to claim the same, or any part thereof, by, through or under it.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this _____ day of June, 2020.

Signed, Sealed and Delivered
in the Presence of

_____
Witness

The Town of Bluffton, a South Carolina municipal corporation

_____
Notary as Witness

By:_____
Marc Orlando
Its: Town Manager

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF BEAUFORT)

The undersigned notary public does hereby certify that Marc Orlando, as Town Manager for the Town of Bluffton, a South Carolina municipal corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of June, 2020.

_____
Notary Public for South Carolina
My Commission Expires:_____

EXHIBIT "A"

1. Real Estate Taxes and Assessments for all future years;

2. The Jones Tract Development Agreement dated the 21st day of June, 2000, and the Palmetto Bluff Development Agreement dated the 23rd day of November, 1998, and any amendments thereto.

3. The New Riverside Concept Plan adopted the 10th day of June, 2004, and any amendments thereto.

4. The Declaration of Restrictive Covenants imposed on the Property regarding Wetlands ("Wetlands Covenants") as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 2076 at page 881, and any amendments thereto.

5. Those access points, easements, buffers, drainage ditches, archaeological sites and wetlands more fully shown and described on the aforementioned plats.

6. That certain Memorandum of Agreement for New Riverside between the State Historic Preservation Office, OCRM and Crescent Resources dated August 23, 2004, including all buffer and preservation areas as shown on the Plats thereof recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

7. Declaration of Covenants, Conditions and Restrictions for New Riverside ("Master Restrictions"), as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Records Book 2076 at Page 979, supplemented in Book 3350 at Page 274, and any amendments thereto.

8. Easements, wetlands, buffers, rights-of-way and other matters as shown on that certain plat entitled "Minor Subdivision Parcel 4B-2 & 4B-3 Formerly Parcel 4B-2 A Portion of New Riverside", prepared by Thomas & Hutton, dated August 14, 2018, revised December 13, 2018 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 150 at Page 169.

9. Department of the Army Permit No. 2004-1G-025 issued by the U.S. Army Corps of Engineers, Charleston District.

10. Water and Sewer Agreement for New Riverside dated July 16, 2004, between New Riverside, LLC and Beaufort-Jasper Water and Sewer Authority, as amended by that certain Amended and Restated Water and Sewer Agreement for New Riverside dated

May 11, 2006, between New Riverside, LLC and Beaufort-Jasper Water and Sewer Authority (as amended).

11. Stormwater Master Plan for the New Riverside Development prepared by Thomas & Hutton Engineering Co. and dated September, 2004.

12. Rollback taxes as provided under Title 12, SC Code, as amended, including Section 12-43-220 and others.

13. Municipal, zoning, and subdivision laws and ordinances.

********** SPACE ABOVE RESERVED FOR RECORDING PURPOSES **********

STATE OF SOUTH CAROLINA	)	
	)	**TITLE TO REAL ESTATE**
	)	
	)	
COUNTY OF BEAUFORT	)	

KNOW ALL MEN BY THESE PRESENTS, that ***MFH Land, LLC*,** a South Carolina limited liability company (hereafter "Grantor") in the state aforesaid, for and in consideration of Ten and No/100 ($10.00) Dollars and no other valuable consideration to it in hand paid at and before the sealing of these presents by the ***Town of Bluffton,*** a South Carolina municipal corporation (hereinafter "Grantee"), 20 Bridge Street, Bluffton, SC 29910, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below, unto the said Grantee, its successors and assigns forever, all its interest in the following described real property, to wit:

> All that certain piece, parcel or tract of land situate, lying and being in the Town of Bluffton, County of Beaufort, State of South Carolina, and being shown and designated as Parcel 4B-3B on that certain plat entitled "RECONFIGURATION PLAT OF PARCELS 4B-2, 4B-3A AND 4B-3B, FORMERLY PARCELS 4B-2 AND 4B-3, Town of Bluffton, Beaufort County, South Carolina, Prepared For: New Riverside, LLC", prepared by Thomas & Hutton Engineering Co., dated May 26, 2020, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book ____ at Page _____ (the "Plat").
>
> This being a portion of the same property conveyed to the Grantor by deed of New Riverside, LLC, dated December 19, 2018 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3723 at Page 0665 and by deed of the Town

of Bluffton dated July _____, 2020 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book _____ at Page _____.

TMS: p/o R610 0036 000 1258 0000

TOGETHER WITH all those certain non-exclusive easements as shown on that certain plat entitled "RECONFIGURATION PLAT OF PARCELS 4B-2, 4B-3A AND 4B-3B, FORMERLY PARCELS 4B-2 AND 4B-3, Town of Bluffton, Beaufort County, South Carolina, Prepared For: New Riverside, LLC", prepared by Thomas & Hutton Engineering Co., dated May 26, 2020, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____ and as more fully set forth, described and limited in Article IV of that certain Land Swap Agreement and Public-Private Development Agreement by and between MFH, Land, LLC, as Developer, and The Town of Bluffton dated _____, 2020, recorded July _____, 2020 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book _____ at Page _____ (the "Agreement").

TOGETHER WITH those certain non-exclusive licenses as more fully set forth in Sections 2.8 and 2.10(c) of the aforesaid Agreement.

RESERVING, HOWEVER, unto Grantor, its successors and successors in title, such non-exclusive, perpetual, irrevocable, commercial, transmissible, appurtenant appendant, and reciprocal easements and rights-of-way, over, under, across, through and upon such Utility Easement Areas and Access Easement Areas on, over and across the property being conveyed herein to Grantee as shown on that certain plat entitled "RECONFIGURATION PLAT OF PARCELS 4B-2, 4B-3A AND 4B-3B, FORMERLY PARCELS 4B-2 AND 4B-3, Town of Bluffton, Beaufort County, South Carolina, Prepared For: New Riverside, LLC", prepared by Thomas & Hutton Engineering Co., dated May 26, 2020, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____, and as more fully set forth, limited and described in Article IV of the aforesaid Agreement.

RESERVING FURTHER, HOWEVER, unto Grantor, its successor and/or assigns, a non-exclusive license as more fully described in Section 2.2(c) of the aforesaid Agreement.

RESERVING FURTHER, HOWEVER, unto Grantor, its successors and/or assigns, those certain drainage easements on Parcel 4B-3B as shown on that certain plat entitled "RECONFIGURATION PLAT OF PARCELS 4B-2, 4B-3A AND 4B-3B, FORMERLY PARCELS 4B-2 AND 4B-3, Town of Bluffton, Beaufort County, South Carolina, Prepared For: New Riverside, LLC", prepared by Thomas & Hutton Engineering Co., dated May 26, 2020, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

SAID PROPERTY is further conveyed subject to those matters set forth on Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

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

AND the within Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, its successors and assigns, against Grantor and Grantor's successor and assigns, only against itself and its successors and assigns lawfully claiming or to claim the same, or any part thereof, by, through or under it.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this _____ day of June, 2020.

Signed, Sealed and Delivered
in the Presence of

_____
Witness

_____
Notary as Witness

MFH LAND, LLC, a South Carolina limited liability company,

By: UNITED CAPITAL GROUP, LP, a Delaware limited partnership
Its: Manager

By: JHM 94 CORPORATION, a Delaware corporation
Its: General Partner

_____
James E. Mattei
Title: Vice President

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF BEAUFORT)

The undersigned notary public does hereby certify that MFH Land, LLC, a South Carolina limited liability company by United Capital Group, LP, Its Manager, by JHM Corporation, its General Partner, by James E. Mattei, Its Vice-President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of June, 2020.

_____
Notary Public for South Carolina
My Commission Expires:_____

EXHIBIT "A"

1. Real Estate Taxes and Assessments for the current year and all future years.

2. Rollback taxes as provided under Title 12, SC Code, as amended, including Section 12-43-220, et al.

3. Terms and conditions of that certain Development Agreement by and between the Town of Bluffton and New River Farms et al., dated June 21, 2000, and recorded July 24, 2000, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 1315 at Page 1099 ("Jones Development Agreement") as amended or supplemented in Book 2065 at Page 1784, Book 2117 at Page 0135, Book 2117 at Page 0141, Book 2192 at Page 2087, as assigned in Book 2015 at Page 234, and Book 2250 at page 296, and as subsequently assigned and amended from time to time.

4. Terms and conditions of that certain Development Agreement by and between the Town of Bluffton and Union Camp Corporation, dated November 23, 1998, and recorded December 4, 1998, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 1113 at Page 1085 ("Palmetto Bluff Development Agreement"), as amended or supplemented in Book 2065 at Page 1784, Book 2117 at Page 0135, Book 2117 at Page 0141, Book 2192 at Page 2087, as assigned in Book 2015 at Page 223 and Book 2250 at Page 296, and as subsequently assigned and amended from time to time.

5. The New Riverside Concept Plan adopted the 10th day of June, 2004, and any amendments thereto.

6. The Declaration of Restrictive Covenants imposed on the Property regarding Wetlands ("Wetlands Covenants") as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 2076 at Page 881, as subsequently amended or assigned from time to time.

7. Those access points, easements, buffers, drainage ditches, and any other matters as more fully shown and described on the Plat.

8. That certain Memorandum of Agreement for New Riverside between the State Historic Preservation Office, OCRM, and New Riverside, LLC dated August 23, 2004, including all buffer and preservation areas as shown on the Plats thereof recorded in the Office of the Register of Deeds for Beaufort County.

9. Declaration of Covenants, Conditions and Restrictions for New Riverside ("Master Restrictions") as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Records Book 2076 at Page 979, as subsequently amended or assigned from time to time.

10. That certain Supplemental Declaration ("Supplemental Declaration") to the Declaration of Covenants, Conditions and Restrictions for New Riverside ("Master Restrictions"), as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Records Book 2076 at Page 979, supplemented in Book 3350 at Page 274, and any amendments thereto, which Supplemental Declaration was recorded contemporaneously herewith in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Records Book 3725 at Page 2295.

11. Easements and rights-of-way as shown on A PLAT OF (137.193 ACRE) KNOWN AS NEW RIVERSIDE ROAD prepared for New Riverside, LLC, by Thomas & Hutton Engineering Company, Inc., dated June 29, 2005, last revised July 27, 2005, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 0108 at Page 44.

12. Easements, wetlands, buffers, rights-of-way and other matters as shown on that certain plat entitled "Minor Subdivision Parcel 4B-2 & 4B-3 Formerly Parcel 4B-2 A Portion of New Riverside", prepared by Thomas & Hutton, dated August 14, 2018, revised December 13, 2018 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 150 at Page 168.

13. Department of the Army Permit No. 2004-1G-025 issued by the U.S. Army Corps of Engineers, Charleston District.

14. Those certain reservations of royalty interests in oil, gas, and various mineral substances and ore deposits and the proceeds therefrom, as set forth in those certain deeds recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 1394 at Page 1483, and Book 1535 at Page 1681.

15. Utility easements, buffers, set back lines, environmental protection areas, drainage easements, and all other facts and matters as shown on plats recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 108 at Page 44, Plat Book 108 at Page153, Plat Book 116 at Page 119, Plat Book 117 at Page 10, Plat Book 118 at Page 79, Plat Book 119 at Page 139, Plat Book 119 at Page140 and Plat Book 119 at page 141, aforesaid records.

16. Easement in favor of Hargray Communications Group, Inc. recorded June 12, 2006, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2388 at Page 1986.

17. Easements in favor of South Carolina Electric & Gas Company recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on June 8, 2006, in Book 2387 at Page 2142 and on April 22, 2004 in Book 1942 at Page 1059.

18. Easement in favor of Walcam Land Group, LLC, recorded April 16, 2002, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 1569 at Page 402.

19. Relocation of Access Easement between New Riverside, LLC, New Riverside Association, Inc., and Walcam Land Group, LLC, dated December 31, 2008 and recorded January 7, 2009, in Book 2797 at Page 1101.

20. Water and Sewer Agreement for New Riverside dated July 16, 2004, between Grantor and Beaufort-Jasper Water and Sewer Authority, as amended by that certain Amended and Restated Water and Sewer Agreement for New Riverside dated May 11, 2006, between Grantor and Beaufort-Jasper Water and Sewer Authority (as amended.

21. Stormwater Master Plan for the New Riverside Development prepared by Thomas & Hutton Engineering Co. and dated September, 2004.

22. Relocatable Access Easement recorded in Book 3561 at Page 1058 in the Office of the Register of Deeds for Beaufort County, South Carolina as shown on that certain plat entitled "Minor Subdivision Parcel 4B-2 & 4B-3 Formerly Parcel 4B-2 A Portion of New Riverside", prepared by Thomas & Hutton, dated August 14, 2018, revised December 13, 2018 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 150 at Page 168.

23. Grant of Easement Agreement for New Riverside Road between New Riverside Association, Inc. and New Riverside, LLC dated September 30, 2014 and recorded October 1, 2014 in Book 3350 at Page 279.

24. All existing or recorded covenants, terms, provisions, conditions, restrictions, reservations, agreements, limitations and easements which affect the Property.

25. Municipal, zoning, and subdivision laws and ordinances.

26. Rollback taxes as provided under Title 12, SC Code, as amended, including Section 12-43-220 and others.

EXHIBIT "H"
(DECLARANT JOINDER)

CONSENT AND JOINDER OF DECLARANT

The undersigned, as Declarant under the *Declaration of Covenants, Conditions and Restrictions for New Riverside*, as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Records Book 2076 at Page 979 and *First Amendment to the Declaration of Covenants, Conditions and Restrictions for New Riverside by New Riverside, LLC*, as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Records Book 3350 at page 273, and any further amendments and supplements thereto, executes this Consent and Joinder confirming and evidencing its consent to the foregoing *Land Swap Agreement and Public-Private Development Contract (New Riverside Village)* by and between MFH Land, LLC (Developer) and The Town of Bluffton (Town) dated the _____ day of _____, 2020, and specifically to Section 1.5 therein and the provisions thereof.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
(Signature of First Witness)

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

DECLARANT:
NEW RIVERSIDE, LLC, a South Carolina limited liability company

_____(L.S.)
Name: SAMUEL DALLAS WOOD
Title: VICE PRESIDENT

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of _____, 2020, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared SAMUEL DALLAS WOOD, as VICE PRESIDENT for NEW RIVERSIDE, LLC, a South Carolina limited liability company, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who, on behalf of the company, acknowledged the execution thereof.

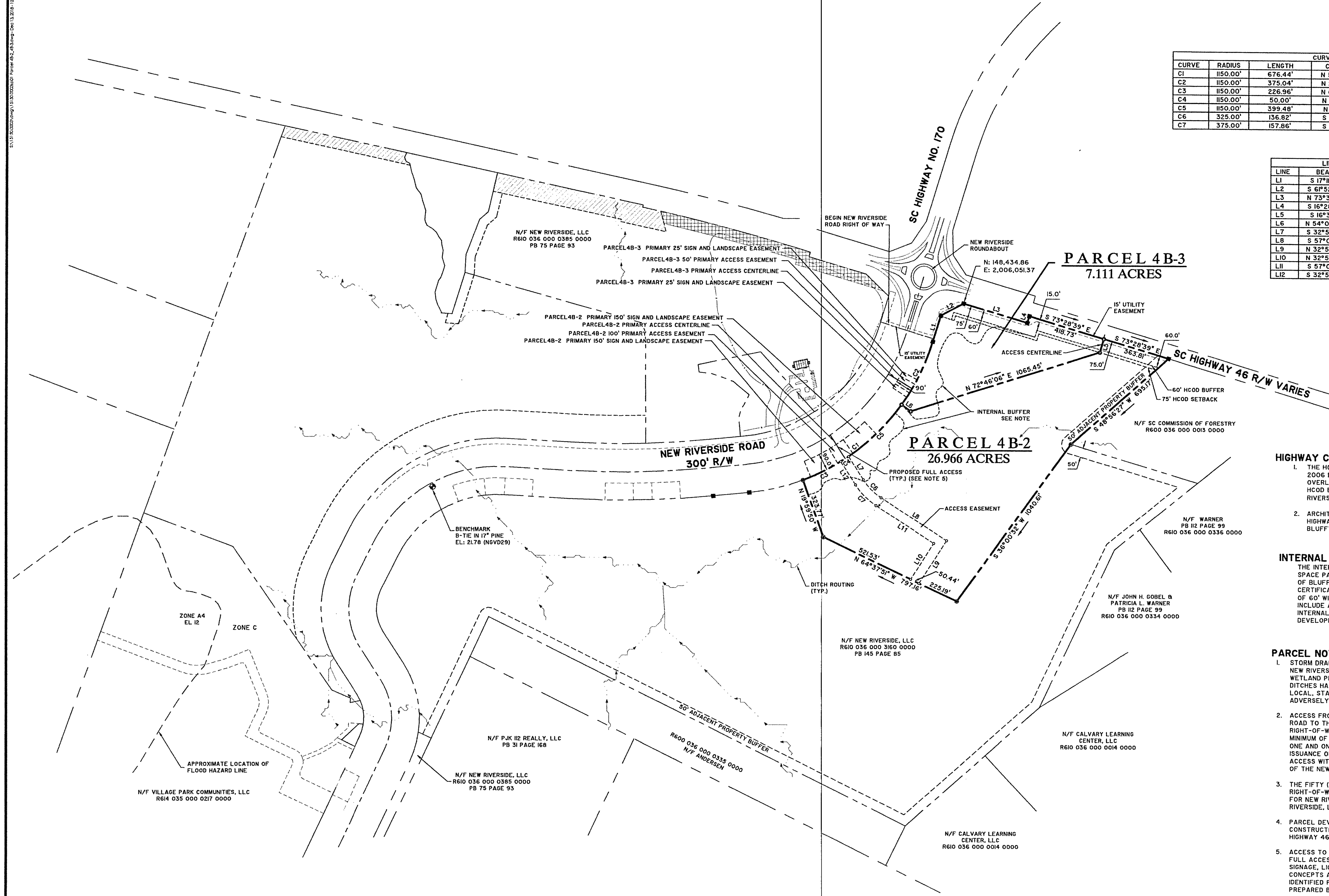
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

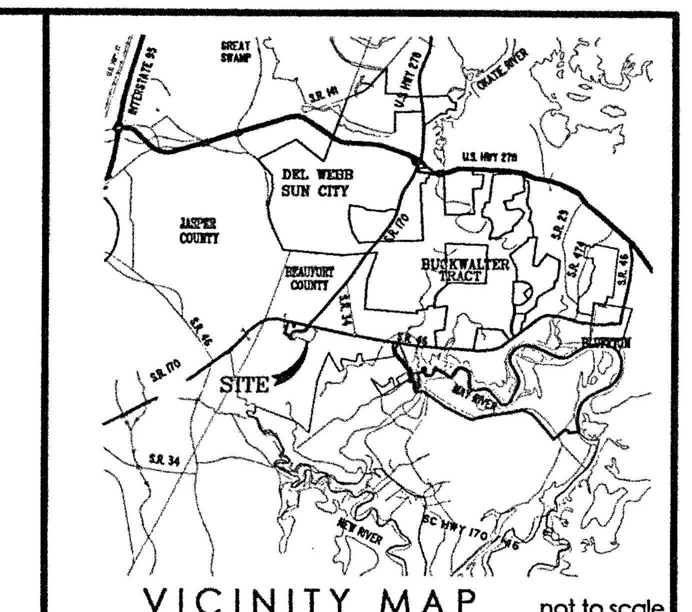
_____(SEAL)
(Signature of Notary Public)
Printed Notary Name:_____
Notary Public for South Carolina
My Commission Expires:_____

Attachment 2

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	1150.00'	676.44'	N 52°44'09" E	666.73'	33°42'07"
C2	1150.00'	375.04'	N 26°32'32" E	373.38'	18°41'07"
C3	1150.00'	226.96'	N 63°55'59" E	226.59'	11°18'27"
C4	1150.00'	50.00'	N 57°02'01" E	50.00'	2°29'29"
C5	1150.00'	399.48'	N 45°50'11" E	397.47'	19°54'11"
C6	325.00'	136.82'	S 45°01'35" E	135.81'	24°07'11"
C7	375.00'	157.86'	S 45°01'35" E	156.70'	24°07'11"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 17°11'59" W	145.04'
L2	S 61°52'47" W	137.91'
L3	N 73°31'07" W	358.95'
L4	S 16°28'52" W	37.23'
L5	S 16°31'21" W	75.00'
L6	N 54°06'54" W	60.00'
L7	S 32°57'59" E	146.61'
L8	S 57°05'10" E	421.47'
L9	N 32°54'50" E	271.69'
L10	N 32°54'50" E	228.31'
L11	S 57°05'10" E	371.47'
L12	S 32°57'59" E	146.61'





VICINITY MAP not to scale

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Town of Bluffton
DEC 13 2018
Planning & Growth Mgmt

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

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 26957 ROBERT K. MORGAN, III 12.13.18

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

HIGHWAY CORRIDOR OVERLAY DISTRICT

1. THE HCOD BUFFER SHOWN ON THIS PLAT WAS APPROVED ON SEPTEMBER 27, 2006 BY THE TOWN OF BLUFFTON PLANNING COMMISSION HIGHWAY CORRIDOR OVERLAY DISTRICT CERTIFICATE OF APPROPRIATENESS. THE UNDISTURBED HCOD BUFFER RUNS ALONG SC HWY 46 FOR 1,170 FEET AND ALONG NEW RIVERSIDE ROAD FROM SC HWY 46 FOR 100'.
2. ARCHITECTURAL REVIEW STANDARDS APPLY TO AREAS WITHIN 500' OF SC HIGHWAY 46 AND REQUIRE AN ADDITIONAL REVIEW PROCESS BY THE TOWN OF BLUFFTON PLANNING COMMISSION.

INTERNAL BUFFER

THE INTERNAL BUFFER SHOWN IS PART OF THE NEW RIVERSIDE 40 ACRE OPEN SPACE PARCEL 4A PLAN AND APPROVED ON SEPTEMBER 27, 2006 BY THE TOWN OF BLUFFTON PLANNING COMMISSION HIGHWAY CORRIDOR OVERLAY DISTRICT CERTIFICATE OF APPROPRIATENESS. THE INTERNAL BUFFER SHALL BE A MINIMUM OF 60' WIDE. BUFFER WILL MAINTAIN MOST LARGE SPECIMEN TREES BUT WILL INCLUDE A MINIMUM UNDERSTORY AND LOW VEGETATION. FINAL SHAPE OF INTERNAL BUFFER BOUNDARIES MAY VARY TO ACCOMMODATE FUTURE DEVELOPMENT.

PARCEL NOTES

1. STORM DRAINAGE FOR THIS PROJECT SHALL BE DESIGNED IN ACCORDANCE WITH THE NEW RIVERSIDE STORMWATER MASTER PLAN LATEST VERSION AND THE NEW RIVERSIDE WETLAND PERMIT #2004-1G-025. THE GENERAL LOCATION OF EXISTING DRAINAGE DITCHES HAVE BEEN SHOWN. AS REQUIRED BY THE STORMWATER MASTER PLAN AND LOCAL, STATE AND FEDERAL REGULATIONS THE DEVELOPMENT OF A PARCEL CANNOT ADVERSELY IMPACT THE DRAINAGE OF THE UPSTREAM OF DOWNSTREAM PROPERTIES.
2. ACCESS FROM PARCELS WITHIN NEW RIVERSIDE THAT ARE ADJACENT TO NEW RIVERSIDE ROAD TO THE PAVED NEW RIVERSIDE ROAD AREA (ACROSS THE NEW RIVERSIDE ROAD RIGHT-OF-WAY) SHALL BE CONSTRUCTED BY THE RESPECTIVE PARCEL OWNER WITH A MINIMUM OF EIGHT (8) INCHES OF BASE COURSE, TWO (2) INCHES OF BINDER COURSE AND ONE AND ONE-HALF (1 1/2) INCHES OF SURFACE COURSE. UPON COMPLETION AND ISSUANCE OF A FINAL CERTIFICATE OF COMPLIANCE BY THE TOWN OF BLUFFTON, THE ACCESS WITHIN THE NEW RIVERSIDE ROAD RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE NEW RIVERSIDE ASSOCIATION, INC. FOR OWNERSHIP AND MAINTENANCE.
3. THE FIFTY (50') VEGETATIVE BUFFER LOCATED ADJACENT TO NEW RIVERSIDE ROAD RIGHT-OF-WAY IS GOVERNED BY THE COMMUNITY DESIGN CONCEPTS AND GUIDELINES FOR NEW RIVERSIDE. THIS BUFFER SHALL BE UNDISTURBED UNLESS APPROVED BY NEW RIVERSIDE, LLC OR OTHER PARTY APPOINTED BY NEW RIVERSIDE, LLC.
4. PARCEL DEVELOPERS WITHIN NEW RIVERSIDE SHALL USE BEST EFFORTS TO LIMIT CONSTRUCTION TRAFFIC TO THE NEW RIVERSIDE ACCESS AT THE INTERSECTION OF S.C. HIGHWAY 46 AND S.C. HIGHWAY 170 LOCATION.
5. ACCESS TO PARCEL 4B-2 SHALL BE AT THOSE POINTS IDENTIFIED AS THE PROPOSED FULL ACCESS AS SHOWN HEREON. ENTRANCEWAY IMPROVEMENTS, LANDSCAPING, SIGNAGE, LIGHTING, ETC., SHALL BE IN ACCORDANCE WITH THE COMMUNITY DESIGN CONCEPTS AND GUIDELINES FOR NEW RIVERSIDE AND CONTAINED WITHIN THOSE AREAS IDENTIFIED FOR SAME ON A PLAT OF (137.139 ACRE) KNOWN AS NEW RIVERSIDE ROAD PREPARED BY THOMAS & HUTTON ENGINEERING COMPANY, INC., DATED JUNE 29, 2005.
6. REFER TO THE NEW RIVERSIDE CONCEPT PLAN AND THE NEW RIVERSIDE DEVELOPMENT AGREEMENT FOR ADDITIONAL LIMITATIONS WHICH MAY AFFECT AREAS SHOWN ON THIS PLAT.

BEAUFORT COUNTY SC - ROD
BK 150 Pg 168
FILE NUM 2018067019
12/17/2018 09:20:50 AM
REC'D BY rbing RCPT# 915163
RECORDING FEES $10.00

ACREAGE TABLE

PARCEL	UPLAND	WETLAND BUFFER	PRESERVED WETLAND	WETLAND PERMIT IMPACTS	TOTAL (GROSS)
4B-2	26.966	0.000	0.000	0.000	26.966
4B-3	7.111	0.000	0.000	0.000	7.111

NOTES

1. TAX MAP NO. (PARENT TRACT): R610 036 000 1258 0000.
2. ACCORDING TO F.I.R.M. MAP NO. 450025, PANEL 0080D, REVISED 9-29-86, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN ZONE C.
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. PLAT SHALL NOT BE USED FOR FLOOD ZONE DETERMINATION. IT IS THE OWNER'S RESPONSIBILITY TO REFERENCE CURRENT FEMA FLOOD INSURANCE RATE MAPS. THE FEMA FLOOD INSURANCE MAPS CHANGE PERIODICALLY AND MAY VARY FROM WHAT IS SHOWN HEREON.
8. PER TOWN OF BLUFFTON AGREEMENT, INTERNAL BUFFER SHALL BE A MINIMUM OF 60 FEET WIDE. BUFFER WILL MAINTAIN MOST LARGE SPECIMEN TREES AND WILL ALSO INCLUDE MINIMUM UNDERSTORY AND LOW VEGETATION REQUIREMENTS. FINAL SHAPE OF INTERNAL BUFFER BOUNDARY MAY VARY TO ACCOMMODATE FUTURE DEVELOPMENT.
9. REFERENCES: PB 108, PAGES 44-54, PB 75, PAGE 93, PB 145, PAGE 85, PB 116, PAGE 159, DB 2590, PAGES 1786-1788.

WETLAND LEGEND

- PRESERVED WETLAND
- WETLAND BUFFER

LEGEND

- BENCHMARK
- MEANDER POINT (NO MONUMENT)
- CONCRETE MONUMENT (FOUND)
- CONCRETE MONUMENT (SET)
- IRON PIPE (FOUND)
- IRON PIPE (SET)
- IRON REBAR (FOUND)
- IRON REBAR (SET)
- HCOD HIGHWAY CORRIDOR OVERLAY DISTRICT
- -------- HCOD HIGHWAY CORRIDOR OVERLAY DISTRICT
- -------- INTERNAL BUFFER

MINOR SUBDIVISION

PARCEL 4B-2 & 4B-3
FORMERLY
PARCEL 4B-2
A PORTION OF NEW RIVERSIDE

TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

prepared for
NEW RIVERSIDE, LLC

No.	Revision	By	Date
1	ADDED ACCESS & SIGN EASEMENT	LPO	12-13-18

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

300 0 300 600
1 INCH = 300 FEET

plat	drawn	reviewed	field	crew
08-14-18	LPO	RKM	AUGUST,2018	BB

job 15150.0003 SHEET 1 OF 1

Attachment 3

SITE DATA TABLE

· TOTAL SITE ACREAGE:	35.5 AC.	
· PERVIOUS AREA:	13.7 AC.	39%
· IMPERVIOUS AREA:	19.4 AC.	54%
· POND	2.4 AC.	7%

BUILDING SUMMARY:

ID	USE	AREA	SF	PARKING RATIO	PARKING REQUIRED	PARKING PROVIDED
PHASE 1						
A	RETAIL / RESTAURANT		8,000		32	
B	RETAIL / RESTAURANT		7,500		30	
C	RESTAURANT		7,500		30	
D	RETAIL / RESTAURANT		10,000		40	
E	RETAIL / RESTAURANT		10,000		40	
F	RETAIL / RESTAURANT		6,000		24	
G	RETAIL / RESTAURANT		6,500		26	
H	LIBRARY		15,000		68	
I	EARLY CHILDHOOD CENTER		8,500		34	
	COMMUNITY PARK	5.5 AC.				
	SUBTOTAL	**17.5 AC.**	79,000	4/1,000 SQ. FT.	324	326
OUTPARCELS						
J	OFFICE / RETAIL	1.8 AC.	15,000	4/1,000 SQ. FT.	60	60
K	GENERAL STORE	1.5 AC.	5,000	4/1,000 SQ. FT.	20	20
L	RESTAURANT	1.8 AC.	4,800	12/1,000 SQ. FT.	58	58
	SUBTOTAL	**5.1 AC.**			138	138
SINGLE FAMILY		**5.3 AC.**				
PHASE 2		**7.6 AC.**				
TOTAL		**35.5 AC.**				

PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE UPON REVIEW OF VARIOUS GOVERNMENTAL AGENCIES.

OUT PARCEL USES AND SQUARE FOOTAGE YIELDS AS SHOWN ARE AN ESTIMATE AT THIS TIME AND SHALL NOT BE LIMITED TO THOSE SHOWN.

REFER TO THE NARRATIVE FOR PARKING REQUIREMENTS

TREES SHOWN ON CONCEPTUAL MASTER PLAN ARE FOR GRAPHIC PURPOSES ONLY.

APPROVED

By Kevin Icard at 10:54 am, 4/15/20

PREPARED FOR:

AVTEX COMMERCIAL PROPERTIES, INC &
MFH LAND, LLC

CONCEPTUAL MASTER PLAN

OCTOBER 29, 2019
REVISED: MARCH 25, 2020

NEW RIVERSIDE VILLAGE

BEAUFORT COUNTY | BLUFFTON, SOUTH CAROLINA

R610-036-000-1258-0000

THOMAS + HUTTON
50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 • 912.234.5300
WWW.THOMASANDHUTTON.COM

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

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SCALE 1" = 60'

-60 0 30 60 120

Attachment 4

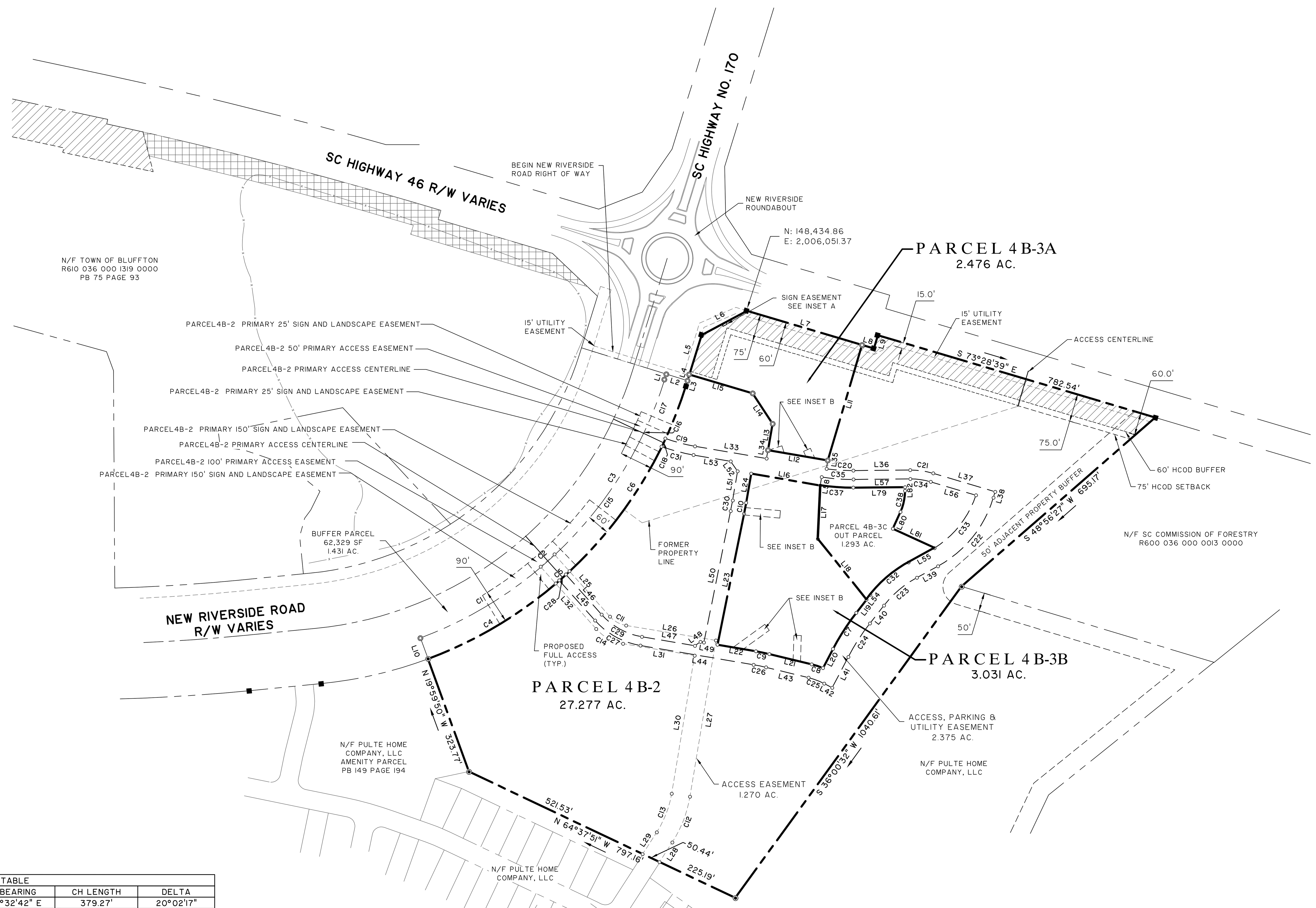
S:\15150.0003\dwg\15150.0003sp01 Parcel 4B-2_4B-3_Reconfiguration_Town Parcels.dwg - Jun 1, 2020 - 11:18:13 AM

ACREAGE TABLE

PARCEL	UPLAND	WETLAND BUFFER	PRESERVED WETLAND	WETLAND PERMIT IMPACTS	TOTAL (GROSS)
4B-2	28.571	0.000	0.000	0.000	28.571
4B-3A	2.476	0.000	0.000	0.000	2.476
4B-3B	3.031	0.000	0.000	0.000	3.031
BUFFER	1.431	0.000	0.000	0.000	1.431

LINE TABLE

LINE	BEARING	LENGTH
L1	S 17°11'59" W	14.99'
L2	S 72°48'01" E	60.00'
L3	S 17°11'59" W	14.99'
L4	S 17°11'59" W	17.71'
L5	S 17°11'59" W	112.34'
L6	S 61°52'47" W	137.91'
L7	N 73°31'07" W	326.36'
L8	N 73°31'07" W	32.59'
L9	S 16°28'52" W	37.23'
L10	N 19°59'50" W	60.00'
L11	N 16°28'53" E	325.43'
L12	S 80°14'35" E	164.04'
L13	S 09°45'25" W	72.44'
L14	S 33°16'29" E	98.34'
L15	S 73°31'07" E	179.51'
L16	S 80°14'35" E	189.96'
L17	S 02°41'51" W	144.51'
L18	S 38°47'01" E	210.52'
L19	S 38°04'03" W	45.15'
L20	S 27°32'59" W	58.07'
L21	N 76°20'36" W	118.12'
L22	N 80°23'15" W	105.45'
L23	N 11°27'34" E	361.24'
L24	N 09°45'25" E	80.02'
L25	N 41°47'18" W	224.74'
L26	N 80°35'17" W	246.14'
L27	N 09°24'43" E	428.31'
L28	N 32°54'50" E	63.64'
L29	N 32°54'50" E	70.26'
L30	N 09°24'43" E	378.31'
L31	N 80°35'17" W	196.14'
L32	N 41°47'18" W	224.74'
L33	N 80°14'35" W	196.25'
L34	S 09°45'25" W	23.22'
L35	N 07°40'08" E	23.00'
L36	S 89°28'00" W	153.83'
L37	N 73°28'39" W	174.77'
L38	N 16°31'21" E	16.79'
L39	N 61°25'16" E	64.89'
L40	N 38°04'03" E	61.68'
L41	N 27°32'59" E	93.93'
L42	S 62°27'01" E	24.43'
L43	S 76°20'36" E	118.12'
L44	S 80°23'15" E	310.52'
L45	S 41°47'18" E	145.76'
L46	N 41°47'18" W	145.76'
L47	N 80°23'15" W	145.36'
L48	S 54°36'45" W	18.38'
L49	N 80°23'15" W	9.69'
L50	S 11°27'34" W	362.43'
L51	S 09°45'25" W	80.02'
L52	S 35°14'35" E	32.53'
L53	S 80°14'35" E	102.06'
L54	S 38°04'03" W	16.53'
L55	S 61°06'18" W	80.20'
L56	S 73°28'39" E	127.67'
L57	N 89°28'00" E	153.83'
L58	N 09°05'48" E	23.03'
L59	S 28°07'13" E	8.00'
L60	S 61°52'47" W	12.00'
L61	N 28°07'13" W	8.00'
L62	S 71°45'19" W	37.87'
L63	N 18°14'41" W	20.00'
L64	N 23°57'38" W	15.73'
L65	N 66°02'22" E	20.00'
L66	S 23°57'38" E	29.08'
L67	N 11°27'34" E	3.16'
L68	S 85°07'28" E	95.82'
L69	S 04°52'32" W	20.00'
L70	N 85°07'28" W	97.99'
L71	S 54°03'24" W	106.27'
L72	N 35°56'36" W	20.00'
L73	N 54°03'24" E	86.65'
L74	S 80°23'15" E	28.01'
L75	S 01°49'42" W	66.35'
L76	N 88°10'18" W	20.00'
L77	N 01°49'42" E	70.54'
L78	S 76°20'36" E	20.43'
L79	S 89°28'00" W	139.78'
L80	N 24°31'36" E	49.94'
L81	N 65°28'24" W	123.44'
L82	N 00°32'00" W	9.92'

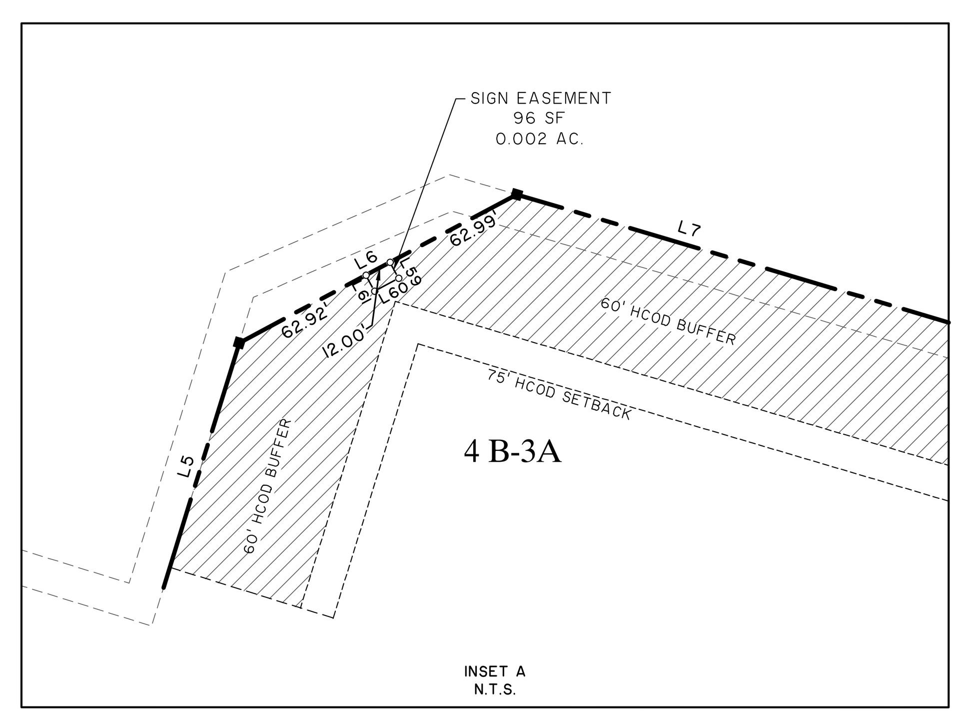


CURVE TABLE

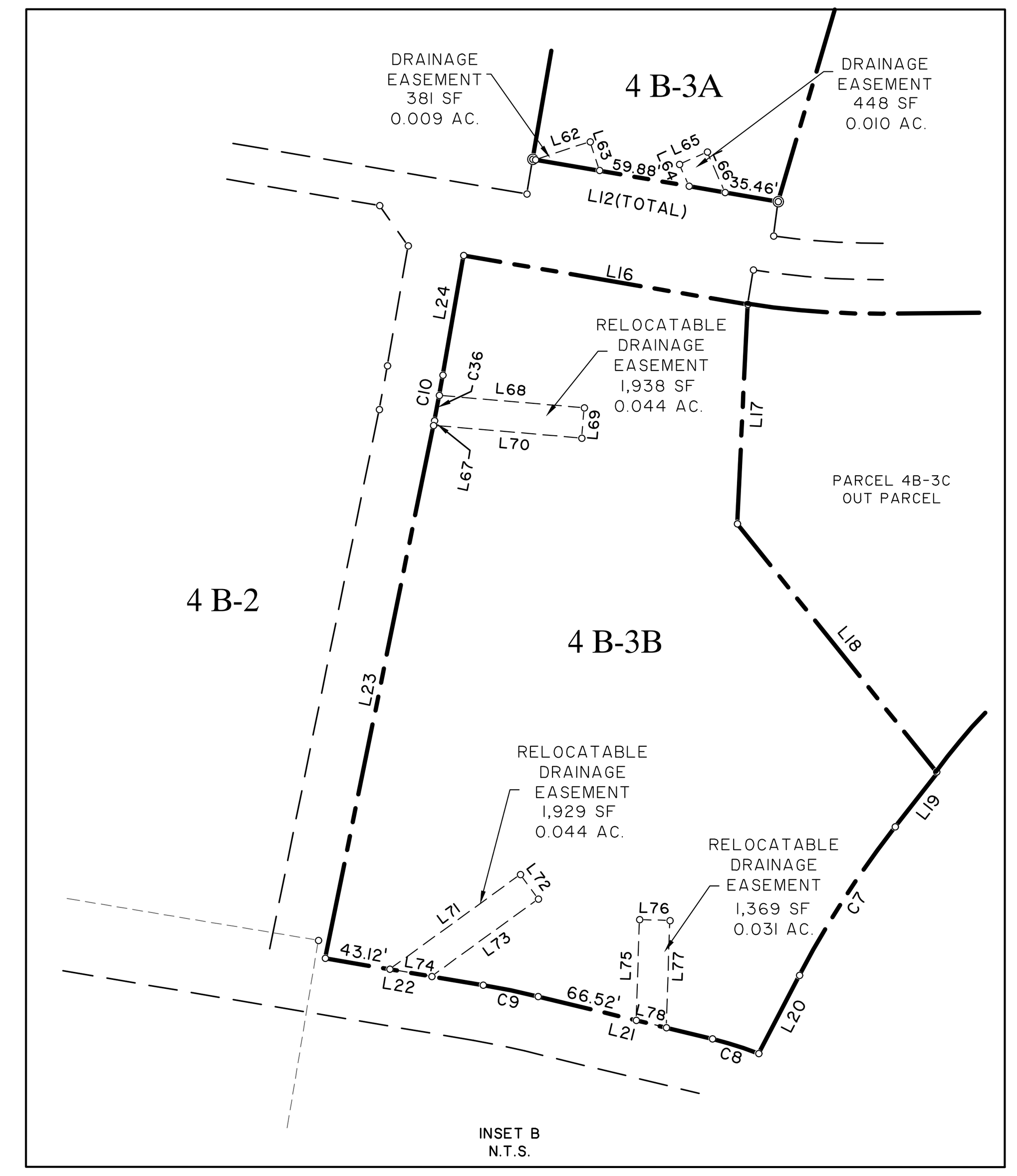
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	1090.00'	381.21'	N 59°32'42" E	379.27'	20°02'17"
C2	1090.00'	50.00'	N 48°12'42" E	50.00'	2°37'43"
C3	1090.00'	564.97'	N 32°02'55" E	558.67'	29°41'52"
C4	1150.00'	404.03'	N 59°31'20" E	401.95'	20°07'46"
C5	1150.00'	50.00'	N 48°12'42" E	50.00'	2°29'29"
C6	1150.00'	597.45'	N 32°04'58" E	590.75'	29°45'59"
C7	635.00'	116.57'	S 32°48'31" W	116.40'	10°31'04"
C8	225.00'	31.95'	N 72°16'33" W	31.92'	8°08'07"
C9	525.00'	37.06'	N 78°21'56" W	37.05'	4°02'39"
C10	1025.00'	30.46'	N 10°36'30" E	30.46'	1°42'09"
C11	75.00'	50.79'	S 61°11'17" E	49.82'	38°47'59"
C12	325.00'	133.31'	N 21°09'47" E	132.38'	23°30'06"
C13	275.00'	112.80'	N 21°09'47" E	112.01'	23°30'06"
C14	125.00'	84.65'	S 61°11'17" E	83.04'	38°47'59"
C15	1090.00'	397.00'	N 36°27'48" E	394.80'	20°52'05"
C16	1090.00'	20.00'	N 25°30'13" E	20.00'	1°03'05"
C17	1090.00'	147.98'	N 21°05'20" E	147.86'	7°46'42"
C18	1150.00'	24.12'	N 25°22'34" E	24.12'	1°12'06"
C19	488.00'	83.36'	S 75°20'57" E	83.26'	9°47'16"
C20	488.00'	72.45'	S 86°16'48" E	72.38'	8°30'23"
C21	212.00'	63.11'	N 82°00'19" W	62.88'	17°03'21"
C22	312.00'	244.49'	N 38°58'18" E	238.28'	44°53'55"
C23	288.00'	117.39'	S 49°44'39" W	116.58'	23°21'12"
C24	588.00'	107.94'	S 32°48'31" W	107.79'	10°31'04"
C25	188.00'	45.59'	N 69°23'48" W	45.47'	13°53'35"
C26	488.00'	34.44'	N 78°21'56" W	34.44'	4°02'39"
C27	212.00'	142.82'	S 61°05'16" E	140.14'	38°35'57"
C28	1150.00'	24.00'	N 48°12'42" E	24.00'	1°11'45"
C29	188.00'	126.65'	S 61°05'16" E	124.27'	38°35'57"
C30	988.00'	29.36'	N 10°36'30" E	29.36'	1°42'09"
C31	512.00'	89.91'	S 75°12'43" E	89.80'	10°03'43"
C32	335.00'	136.54'	S 49°44'39" W	135.60'	23°21'12"
C33	265.00'	185.13'	N 38°05'46" E	181.39'	40°01'41"
C34	188.00'	55.96'	N 82°00'19" W	55.76'	17°03'21"
C35	512.00'	86.14'	S 85°42'49" E	86.04'	9°38'22"
C36	1025.00'	16.96'	N 10°59'08" E	16.96'	0°56'52"
C37	539.93'	90.01'	N 85°44'08" W	89.90'	9°33'04"
C38	134.50'	58.83'	N 11°59'48" E	58.36'	25°03'36"

LEGEND

- ○ MEANDER POINT (NO MONUMENT)
- ■ CONCRETE MONUMENT (FOUND)
- ⊡ CONCRETE MONUMENT (SET)
- ◉ IRON PIPE (FOUND)
- ◎ IRON PIPE (SET)
- ● IRON REBAR (FOUND)
- ○ IRON REBAR (SET)
- HCOD HIGHWAY CORRIDOR OVERLAY DISTRICT
- --------- HCOD HIGHWAY CORRIDOR OVERLAY DISTRICT



INSET A
N.T.S.



INSET B
N.T.S.

HCOD - HIGHWAY CORRIDOR OVERLAY DISTRICT BUFFER

HCOD - BUFFER REQUIREMENT MODIFICATIONS - REFER TO NOTES

HIGHWAY CORRIDOR OVERLAY DISTRICT

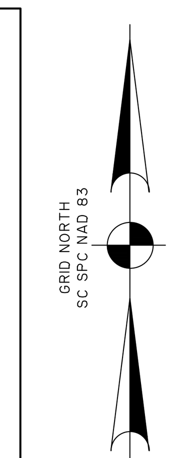
1. THE HCOD BUFFER SHOWN ON THIS PLAT WAS APPROVED ON SEPTEMBER 27, 2006 BY THE TOWN OF BLUFFTON PLANNING COMMISSION HIGHWAY CORRIDOR OVERLAY DISTRICT CERTIFICATE OF APPROPRIATENESS. THE UNDISTURBED HCOD BUFFER RUNS ALONG SC HWY 46 FOR 1,170 FEET AND ALONG NEW RIVERSIDE ROAD FROM SC HWY 46 FOR 100'.
2. ARCHITECTURAL REVIEW STANDARDS APPLY TO AREAS WITHIN 500' OF SC HIGHWAY 46 AND REQUIRE AN ADDITIONAL REVIEW PROCESS BY THE TOWN OF BLUFFTON PLANNING COMMISSION.

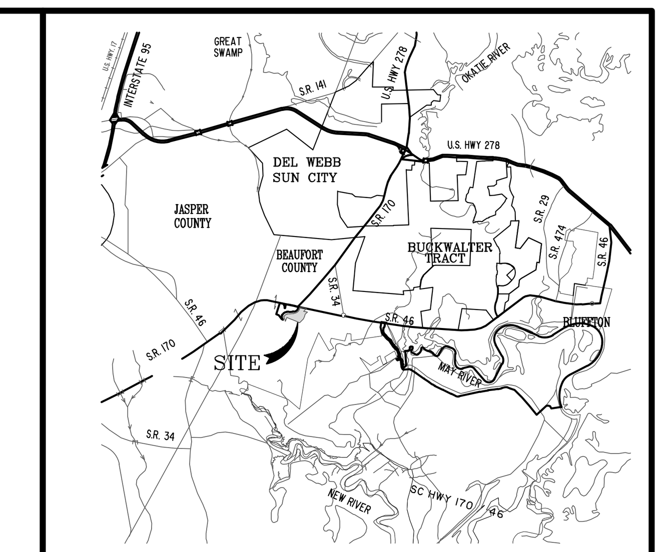
PARCEL NOTES

1. STORM DRAINAGE FOR THIS PROJECT SHALL BE DESIGNED IN ACCORDANCE WITH THE NEW RIVERSIDE STORMWATER MASTER PLAN LATEST VERSION AND THE NEW RIVERSIDE WETLAND PERMIT #2004-1G-025. A PARCEL CANNOT ADVERSELY IMPACT THE DRAINAGE OF THE UPSTREAM OF DOWNSTREAM PROPERTIES.
2. ACCESS FROM PARCELS WITHIN NEW RIVERSIDE THAT ARE ADJACENT TO NEW RIVERSIDE ROAD TO THE PAVED NEW RIVERSIDE ROAD AREA (ACROSS THE NEW RIVERSIDE ROAD RIGHT-OF-WAY) SHALL BE CONSTRUCTED BY THE RESPECTIVE PARCEL OWNER WITH A MINIMUM OF EIGHT (8) INCHES OF BASE COURSE, TWO (2) INCHES OF BINDER COURSE AND ONE AND ONE-HALF (1 1/2) INCHES OF SURFACE COURSE. UPON COMPLETION AND ISSUANCE OF A FINAL CERTIFICATE OF COMPLIANCE BY THE TOWN OF BLUFFTON, THE ACCESS WITHIN THE NEW RIVERSIDE ROAD RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE NEW RIVERSIDE ASSOCIATION, INC. FOR OWNERSHIP AND MAINTENANCE.
3. THE SIXTY (60') BUFFER PARCEL LOCATED ADJACENT TO NEW RIVERSIDE ROAD RIGHT-OF-WAY IS GOVERNED BY THE COMMUNITY DESIGN CONCEPTS AND GUIDELINES FOR NEW RIVERSIDE. THIS BUFFER SHALL BE UNDISTURBED UNLESS APPROVED BY NEW RIVERSIDE, LLC OR OTHER PARTY APPOINTED BY NEW RIVERSIDE, LLC.
4. PARCEL DEVELOPERS WITHIN NEW RIVERSIDE SHALL USE BEST EFFORTS TO LIMIT CONSTRUCTION TRAFFIC TO THE NEW RIVERSIDE ACCESS AT THE INTERSECTION OF S.C. HIGHWAY 46 AND S.C. HIGHWAY 170 LOCATION.
5. ACCESS TO PARCEL 4B-2 SHALL BE AT THOSE POINTS IDENTIFIED AS THE PROPOSED FULL ACCESS AS SHOWN HEREON. ENTRANCEWAY IMPROVEMENTS, LANDSCAPING, SIGNAGE, LIGHTING, ETC., SHALL BE IN ACCORDANCE WITH THE COMMUNITY DESIGN CONCEPTS AND GUIDELINES FOR NEW RIVERSIDE AND CONTAINED WITHIN THOSE AREAS IDENTIFIED FOR SAME ON A PLAT OF (137.139 ACRE) KNOWN AS NEW RIVERSIDE ROAD PREPARED BY THOMAS & HUTTON ENGINEERING COMPANY, INC., DATED JUNE 29, 2005 OR OTHERWISE APPROVED BY NEW RIVERSIDE, LLC OR PARTY APPOINTED BY NEW RIVERSIDE, LLC.
6. REFER TO THE NEW RIVERSIDE CONCEPT PLAN AND THE NEW RIVERSIDE DEVELOPMENT AGREEMENT FOR ADDITIONAL LIMITATIONS WHICH MAY AFFECT AREAS SHOWN ON THIS PLAT.

NOTES

1. TAX MAP NO. 4B-2: R610 036 000 1258 0000, 4B-3: R610 036 000 3214 0000 & ROW: R610 044 000 0016 0000.
2. ACCORDING TO F.I.R.M. MAP NO. 450025, PANEL 0080D, REVISED 9-29-86, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN ZONE C.
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. PLAT SHALL NOT BE USED FOR FLOOD ZONE DETERMINATION. IT IS THE OWNER'S RESPONSIBILITY TO REFERENCE CURRENT FEMA FLOOD INSURANCE RATE MAPS. THE FEMA FLOOD INSURANCE MAPS CHANGE PERIODICALLY AND MAY VARY FROM WHAT IS SHOWN HEREON.
8. PER TOWN OF BLUFFTON AGREEMENT, INTERNAL BUFFER SHALL BE A MINIMUM OF 60 FEET WIDE. BUFFER WILL MAINTAIN MOST LARGE SPECIMEN TREES AND WILL ALSO INCLUDE MINIMUM UNDERSTORY AND LOW VEGETATION REQUIREMENTS. FINAL SHAPE OF INTERNAL BUFFER BOUNDARY MAY VARY TO ACCOMMODATE FUTURE DEVELOPMENT.
9. REFERENCES: PB 108, PAGES 44-54, PB 75, PAGE 93, PB 145, PAGE 85, PB 116, PAGE 159, DB 2590, PAGES 1786-1788.





VICINITY MAP not to scale

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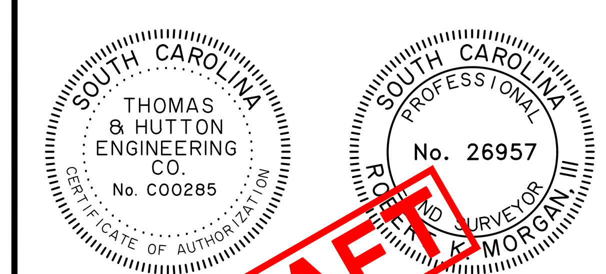


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

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

A RECONFIGURATION PLAT OF

PARCELS 4B-2, 4B-3A AND 4B-3B FORMERLY PARCELS 4B-2 & 4B-3

TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

prepared for
NEW RIVERSIDE, LLC

No.	Revision	By	Date

THOMAS & HUTTON
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
05-26-2020	LPO	RKM	MAY,2020	BB

job 15150.0003/27796.0001 SHEET 1 OF 1

Attachment 5
Proposed Motion

<u>PARCEL EXCHANGE</u>

Consideration of an Ordinance Authorizing a Parcel Exchange between the Town of Bluffton and MFH Land, LLC for Certain Real Property Owned by the Town of Bluffton within New Riverside Identified as R610 036 000 3214 0000; and, Authorizing the Execution and Recording of Certain Documents Therewith – First Reading

> *"I move to approve First Reading of an Ordinance Authorizing a Parcel Exchange between the Town of Bluffton and MFH Land, LLC for Certain Real Property Owned by the Town of Bluffton within New Riverside Identified as R610 036 000 3214 0000; and, Authorizing the Execution and Recording of Certain Documents Therewith."*

Consideration of an Ordinance Authorizing a Parcel Exchange between the Town of Bluffton and MFH Land, LLC for Certain Real Property Owned by the Town of Bluffton within New Riverside Identified as R610 036 000 3214 0000; and, Authorizing the Execution and Recording of Certain Documents Therewith – First Reading

Presentation to Town Council
July 14, 2020
Department of Growth Management
Heather Colin, AICP, Director of Growth Management

Introduction

- On January 3, 2019, New Riverside, LLC donated 7.11 acres known as Parcel 4B-3 within the New Riverside Planned Unit Development Concept Plan.

- On February 11, 2020, Town Council conditionally approved the New Riverside Village Master Plan, consisting of the 7.11 acres owned by the Town and 26.966 acres owned buy MFH Land, LLC.

Introduction (continued)

The Master Plan shows:

1. An alternate layout for the Town owned property, which will house a public park and stormwater facilities.

2. Revision to the existing primary access point on New Riverside Road closer to the SC Highway 47/170 roundabout which will require the relocation of the median cut and installation of turn lanes to serve New Riverside Village as well as the Town owned and Fire District owned properties across the street.

Introduction (continued)

To move forward with the Master Plan the following must occur:

1. An exchange of the Town owned 7.11 acres for the reconfigured parcels, consisting of the proposed Parcel 4B-3A containing 2.476 acres and Parcel 4B-3B containing 3.031 acres for a total of 5.507 acres.

2. Town and MFH Land, LLC need to memorialize provisions for the development of the project and future responsibilities such as construction of the public park, cost sharing for the relocation of the median cut, future maintenance responsibilities, easements, and signage.

Introduction (continued)

To address these needs, the Town and applicable parties drafted the Land Swap Agreement and Public-Private Development Contract which provides for the necessary provisions, which include, but are not limited to:

1. Authorization of the reconfiguration and exchange of the Town's property;

2. Obligations of MFH Land, LLC for the construction of the public park, stormwater facilities;

Introduction (continued)

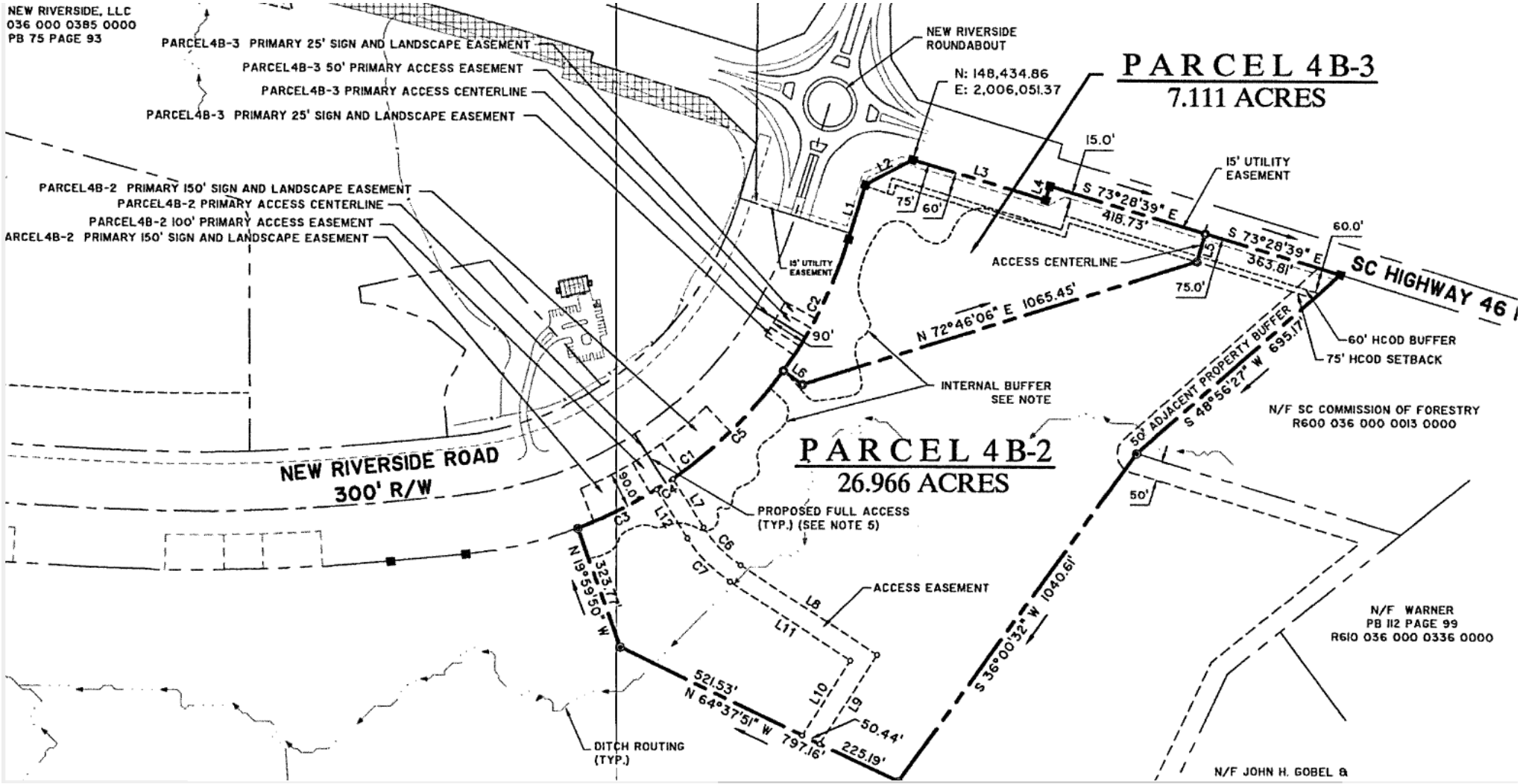
3. Obligations for the Town to install the park's playground, lighting, furniture, and kiosk signs as well as optional improvements for the construction of restroom and hydration facilities for the park;

4. Cost share of 60% for the Town and 40% for MFH Land, LLC for improvements to New Riverside Road to relocate the median cut and the installation of turn lanes;

5. Easements in favor of MFH for construction, utilities, stormwater, and maintenance; and

6. Easements in favor of the Town for access, parking, signage, stormwater drainage and maintenance.

Plat


NEW RIVERSIDE, LLC
036 000 0385 0000
PB 75 PAGE 93
PARCEL4B-3 PRIMARY 25' SIGN AND LANDSCAPE EASEMENT
PARCEL4B-3 50' PRIMARY ACCESS EASEMENT
PARCEL4B-3 PRIMARY ACCESS CENTERLINE
PARCEL4B-3 PRIMARY 25' SIGN AND LANDSCAPE EASEMENT
PARCEL4B-2 PRIMARY 150' SIGN AND LANDSCAPE EASEMENT
PARCEL4B-2 PRIMARY ACCESS CENTERLINE
PARCEL4B-2 100' PRIMARY ACCESS EASEMENT
ARCEL4B-2 PRIMARY 150' SIGN AND LANDSCAPE EASEMENT
NEW RIVERSIDE ROUNDABOUT
N: 148,434.86
E: 2,006,051.37
PARCEL 4B-3
7.111 ACRES
15.0'
15' UTILITY EASEMENT
S 73°28'39" E
418.73'
S 73°28'39" E
363.81'
60.0'
75.0'
ACCESS CENTERLINE
SC HIGHWAY 46
N 72°46'06" E 1065.45'
60' HCOD BUFFER
75' HCOD SETBACK
50' ADJACENT PROPERTY BUFFER
S 48°56'27" W 695.17'
INTERNAL BUFFER SEE NOTE
N/F SC COMMISSION OF FORESTRY
R600 036 000 0013 0000
PARCEL 4B-2
26.966 ACRES
NEW RIVERSIDE ROAD
300' R/W
PROPOSED FULL ACCESS (TYP.) (SEE NOTE 5)
ACCESS EASEMENT
N 19°59'50" W
323.77'
521.53'
N 64°37'51" W
797.16'
50.44'
225.19'
S 36°00'32" W 1040.61'
N/F WARNER
PB 112 PAGE 99
R610 036 000 0336 0000
DITCH ROUTING (TYP.)
N/F JOHN H. GOBEL

New Riverside Village Master Plan

SITE DATA TABLE

-TOTAL SITE ACREAGE:	35.5 ac.
-PERVIOUS AREA:	13.7 ac. 39%
-IMPERVIOUS AREA:	19.4 ac. 54%
-POND	2.4 ac. 7%

BUILDING SUMMARY:

ID	USE	AREA	SF	PARKING RATIO	PARKING REQUIRED	PARKING PROVIDED
PHASE 1						
A	RETAIL / RESTAURANT		8,000		32	
B	RETAIL / RESTAURANT		7,500		30	
C	RESTAURANT		7,500		30	
D	RETAIL / RESTAURANT		10,000		40	
E	RETAIL / RESTAURANT		10,000		40	
F	RETAIL / RESTAURANT		6,000		24	
G	RETAIL / RESTAURANT		6,500		26	
H	LIBRARY		15,000		60	
I	EARLY CHILDHOOD CENTER		8,500		34	
	COMMUNITY PARK	2.5 ac				
	SUB TOTAL	17.5 ac	79,000	4/ 1,000 sq. ft	326	326
OUTPARCELS						
J	OFFICE / RETAIL	1.8 ac	15,000	4/ 1,000 sq. ft	60	60
K	GENERAL STORE	1.5 ac	5,000	4/ 1,000 sq. ft	20	20
L	RESTAURANT	1.8 ac	4,000	12/ 1,000 sq. ft	50	50
	SUBTOTAL	5.1 ac			130	130
SINGLE FAMILY		5.2 ac				
PHASE 2		7.6 ac				
TOTAL		35.5 ac				

PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE UPON REVIEW OF VARIOUS GOVERNMENTAL AGENCIES.

OUT PARCEL USES AND SQUARE FOOTAGE YIELDS AS SHOWN ARE AN ESTIMATE AT THIS TIME AND SHALL NOT BE LIMITED TO THOSE SHOWN.

REFER TO THE NARRATIVE FOR PARKING REQUIREMENTS.

TREES SHOWN ON CONCEPTUAL MASTER PLAN ARE FOR GRAPHIC PURPOSES ONLY.

APPROVED

By Kevin Icard at 10:54 am, 4/15/20

PREPARED FOR:
AVTEX COMMERCIAL PROPERTIES, INC &
MFH LAND, LLC

50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 • 912.234.8300
WWW.THOMASANDHUTTON.COM

CONCEPTUAL MASTER PLAN

NEW RIVERSIDE VILLAGE

BEAUFORT COUNTY | BLUFFTON, SOUTH CAROLINA

R610-036-000-1258-0000

OCTOBER 29, 2019
REVISED: MARCH 25, 2020

SCALE 1" = 60'

Proposed Motion

"I move to approve First Reading of an Ordinance Authorizing a Parcel Exchange between the Town of Bluffton and MFH Land, LLC for Certain Real Property Owned by the Town of Bluffton within New Riverside Identified as R610 036 000 3214 0000; and, Authorizing the Execution and Recording of Certain Documents Therewith."

QUESTIONS?

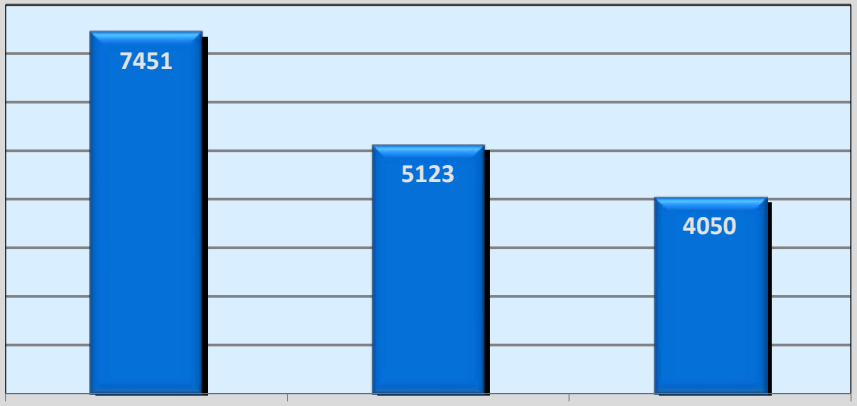
Bluffton Police Department
June 2020 Statistical Information

Presented by:
Interim Chief Donald Chandler

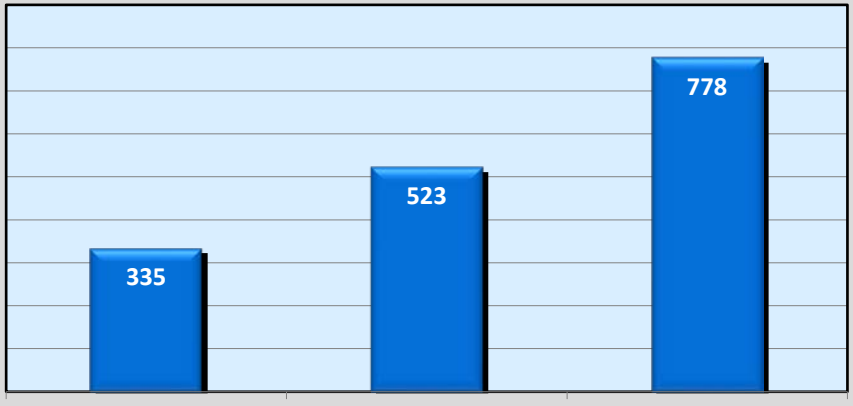
June 30, 2020

May Trends

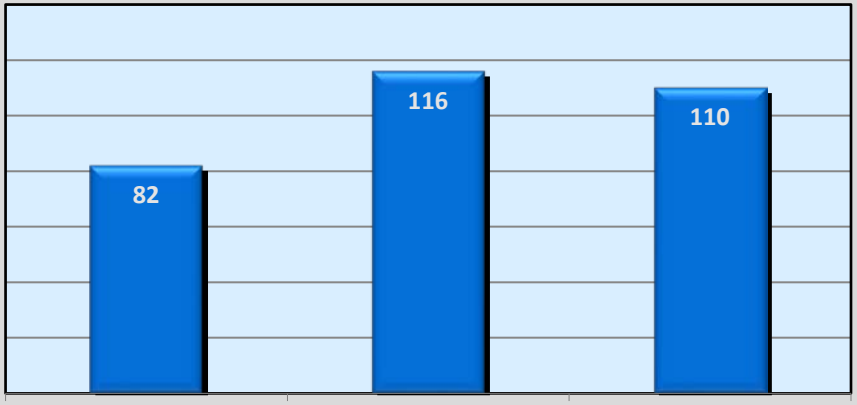
June Calls for Service Comparison



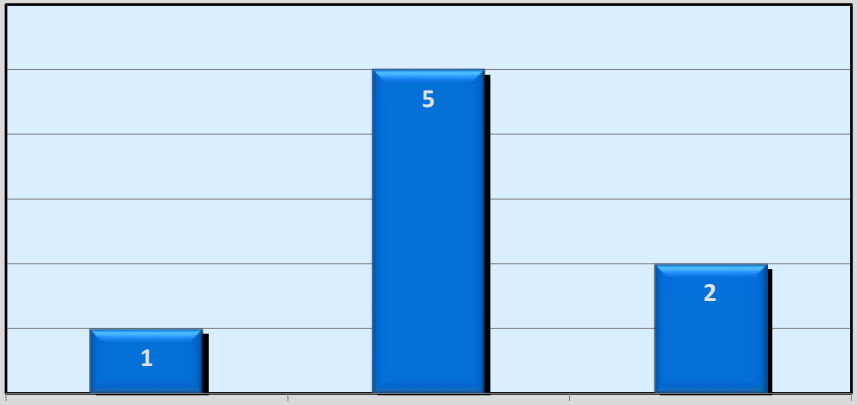
June Traffic Citation Comparison



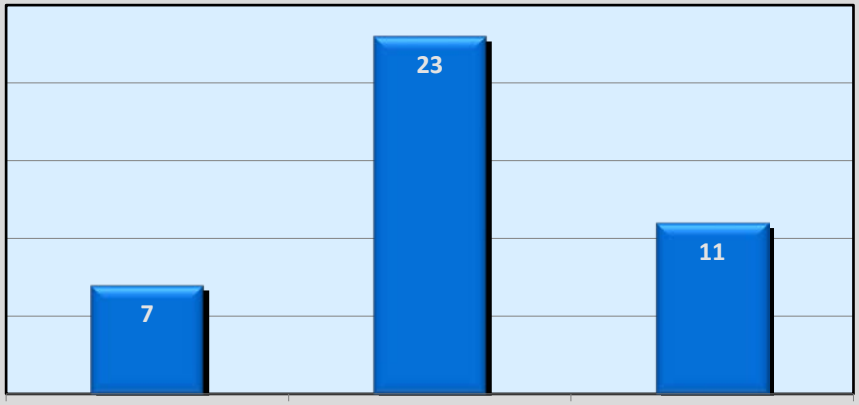
June Collision Comparison



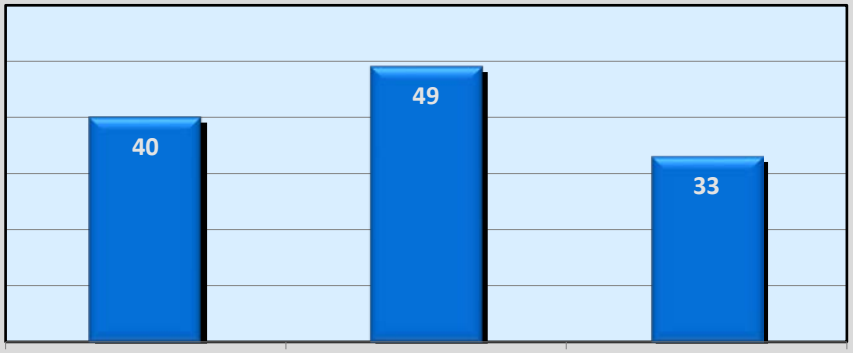
June Burglary Comparison



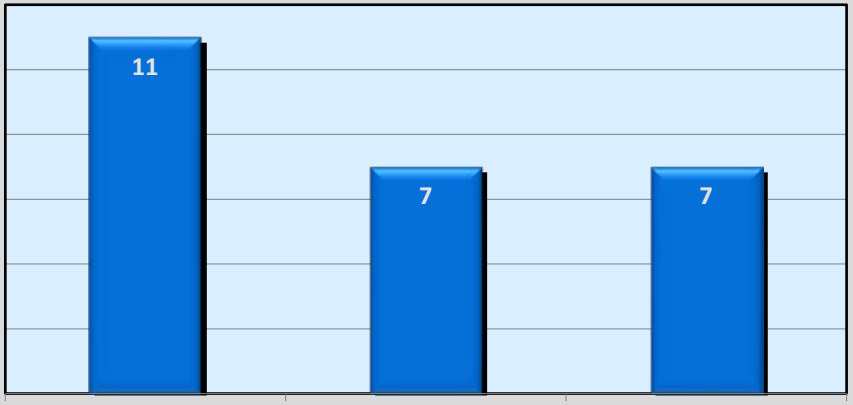
June Theft Comparison



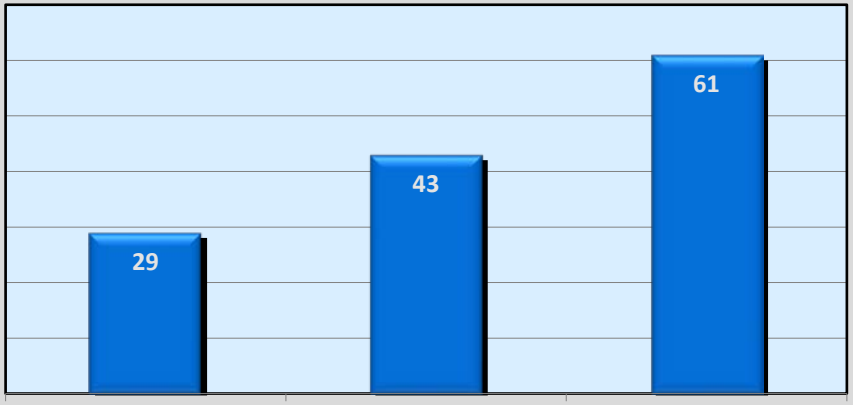
June Domestic Calls for Service Comparison



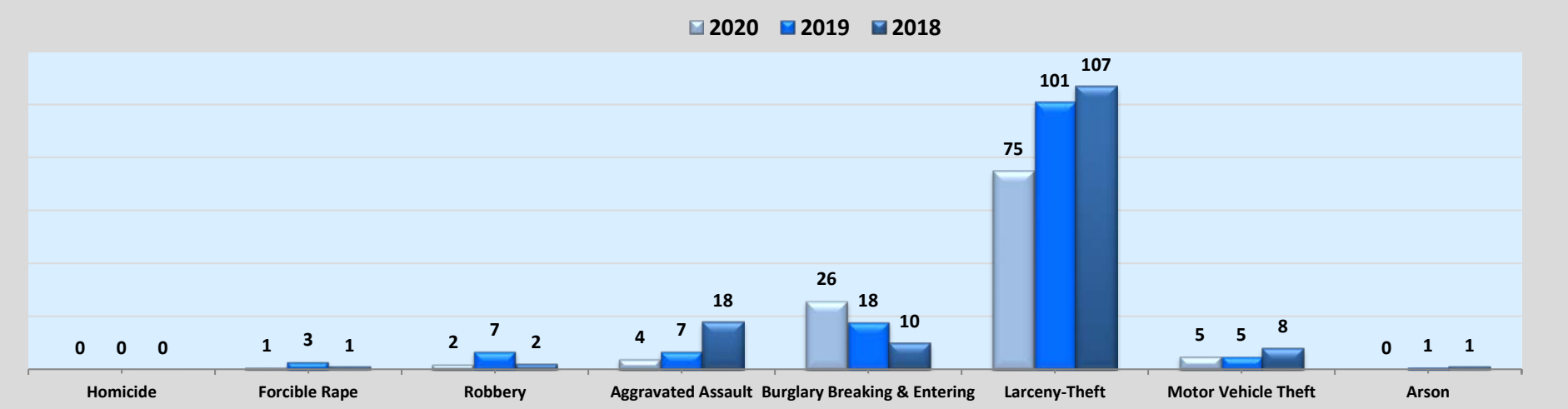
June Assault Comparison

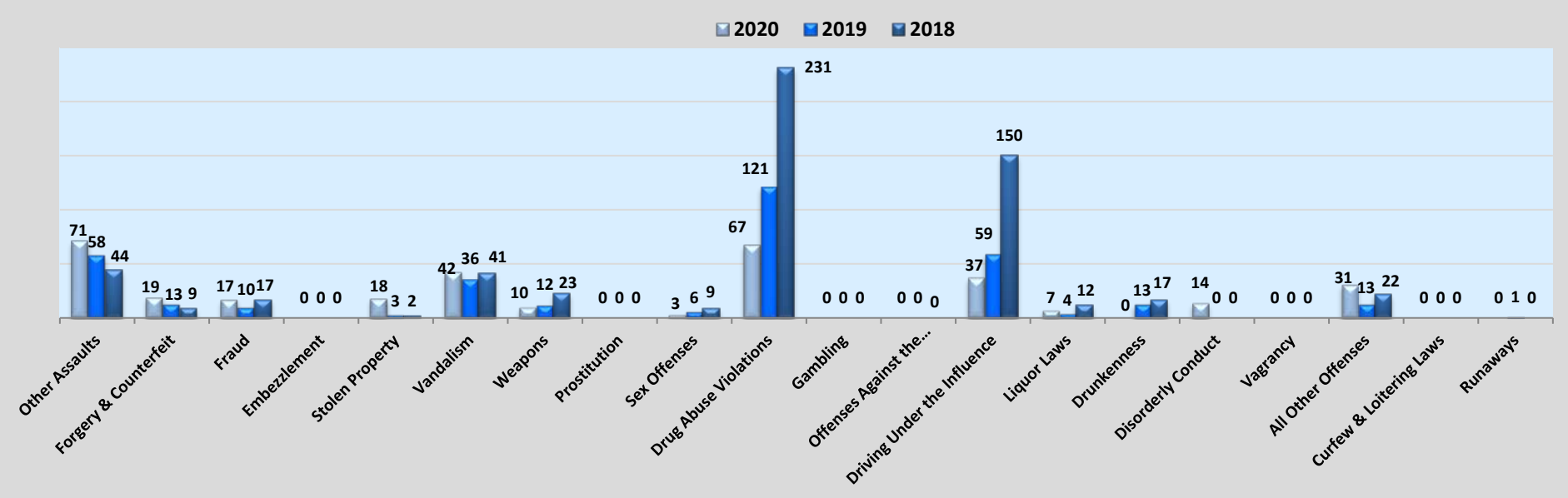


June Arrest Comparison



Part I and Part II Offenses





Department Highlights

Arrests
Adult Felony: 1
Adult Misdemeanor: 5
Juvenile: 0
DUI: 13

Complaints
No complaints received in June 2020

Commendations
Jun 3rd – Commendation for Officer Phelan and Officer Rickett from Citizen
Jun 10th – Commendation from Citizen
Jun 15th – Commendation for Officer Harden and Officer Swindell from Citizen
Various "Thank You" cards from the community

Department Highlights

Meetings Attended by Chief Chapmond
Every Wednesday – Attended Senior Staff Communications Meeting

Jun 1st- Covid-19 County Call Webex Meeting
Jun 2nd – Employee Task Force Zoom Meeting
Jun 3rd – Meeting with Captain
Jun 3rd – BCSO Working Group Meeting
Jun 4th – Meeting with Police Recruit
Jun 4th – Southern Hurricane Region Webex Meeting
Jun 4th – Meeting with Officer
Jun 5th – Attended USCB Leadership Conference
Jun 5th - Covid-19 County Call Webex Meeting
Jun 6th – Bluffton High School Diploma Distribution
Jun 8th - Covid-19 County Call Webex Meeting
Jun 9th – Attended Nine Minutes of Silence – George Floyd Memorial Service
Jun 9th – Town Council Zoom Meeting
Jun 9th – Town Council Post Executive Session Zoom Meeting
Jun 11th – Interview with WSAV
Jun 11th – Telecommuting Review for Departments Zoom Meeting
Jun 11th – Town Council Workshop Zoom Meeting
Jun 12th - Covid-19 County Call Webex Meeting
Jun 14th – Softball Scrimmage
Jun 17th – Encompass Health - Active Shooter Training
Jun 19th – Meeting with Human Resource Director
Jun 19th - Covid-19 County Call Webex Meeting
Jun 19th – Attend Swearing In of Interim Chief

Meetings Attended by Interim Chief Chandler
Jun 22nd – Facebook Live Update Zoom Meeting
Jun 23rd – Meeting with Police Recruit
Jun 24th – Zoom Meeting with Town Manager & Deputy Town Manager
Jun 24th - Zoom Meeting with Sheriff Williams - Leading When Your Profession is Under Attack discussion
Jun 24th – Intern Meeting
Jun 29th – BMH Return to Work Info Zoom Meeting
Jun 29th - Covid-19 County Call Webex Meeting
Jun 29th – FTO Meeting
Jun 29th – Island Packet
Jun 30th – Emergency Mask Ordinance Follow-up / Town Council Meeting Preparation
Jun 30th – Emergency Town Council Zoom Meeting

DO THE FIVE

Help stop coronavirus

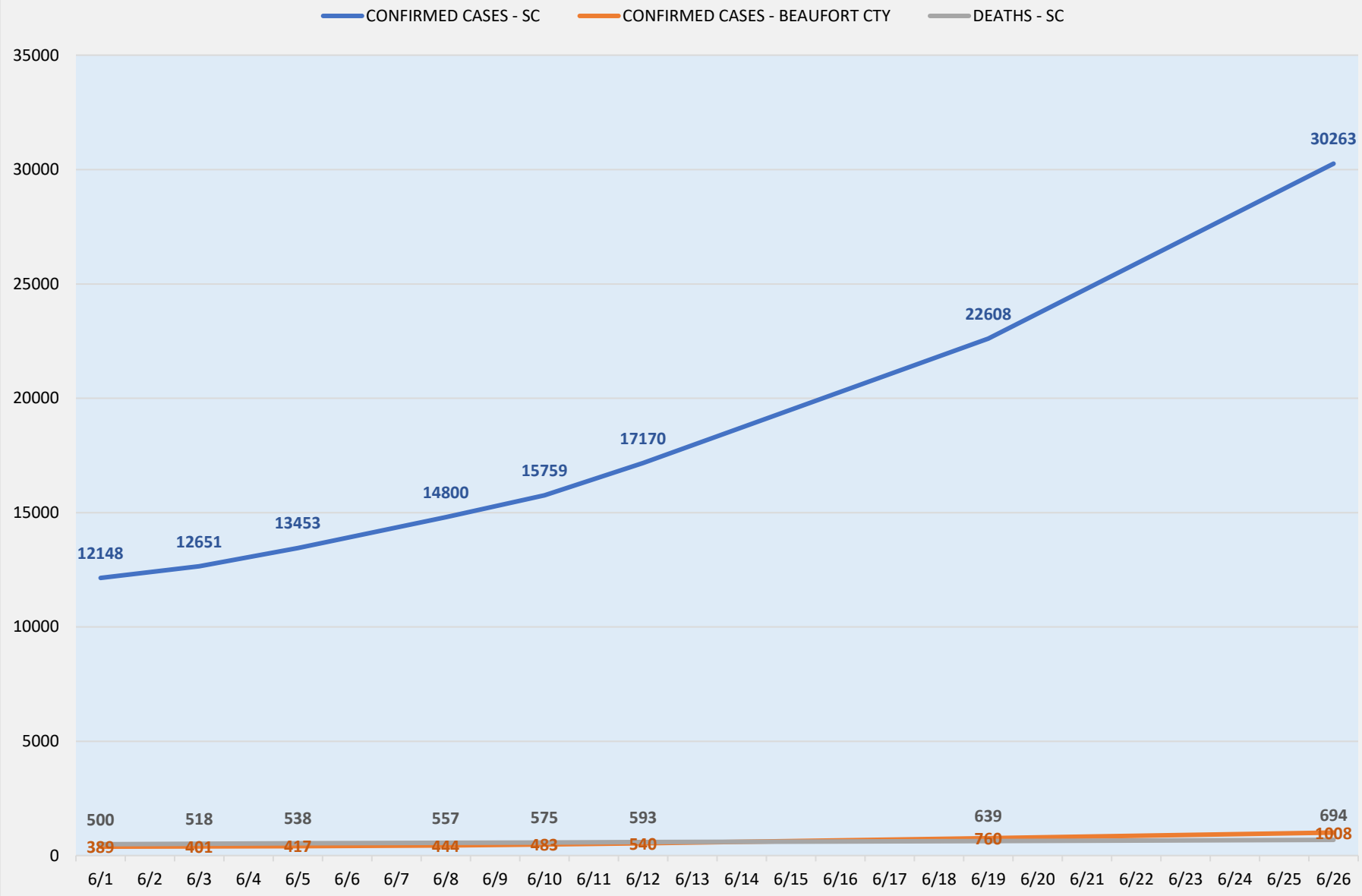
1. **HANDS** Wash them often
2. **ELBOW** Cough into it
3. **FACE** Don't touch it
4. **SPACE** Keep safe distance
5. **HOME** Stay if you can

United States:
Cases Confirmed: 2,0453,044
Deaths: 124,891

South Carolina:
Cases Confirmed: 30,263
Deaths: 694

Beaufort County:
Cases Confirmed: 1,008
Deaths: 17

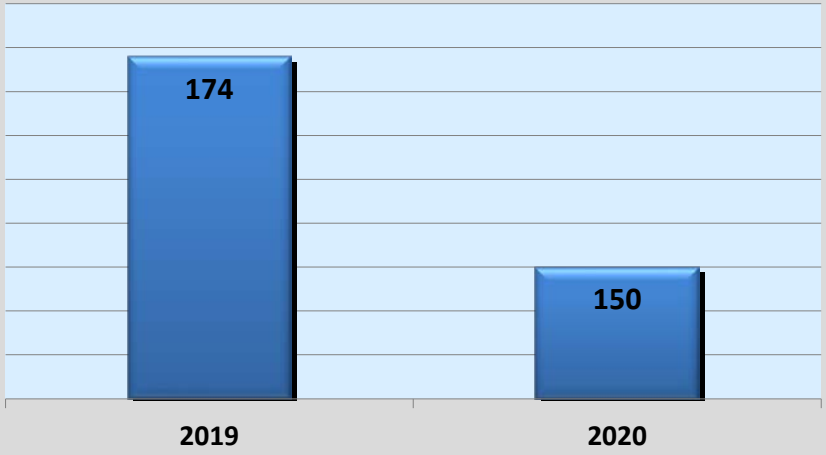
COVID-19 Pandemic
South Carolina



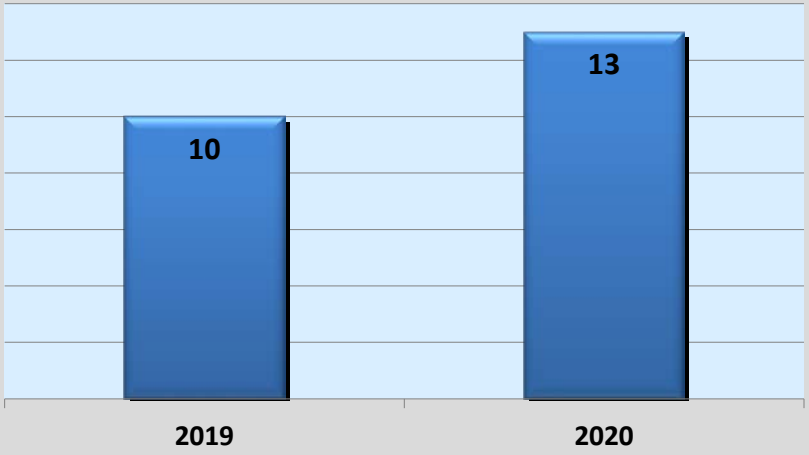
COVID-19 Pandemic
Calls for Service Comparison Charts

Period of March 15 thru June 30

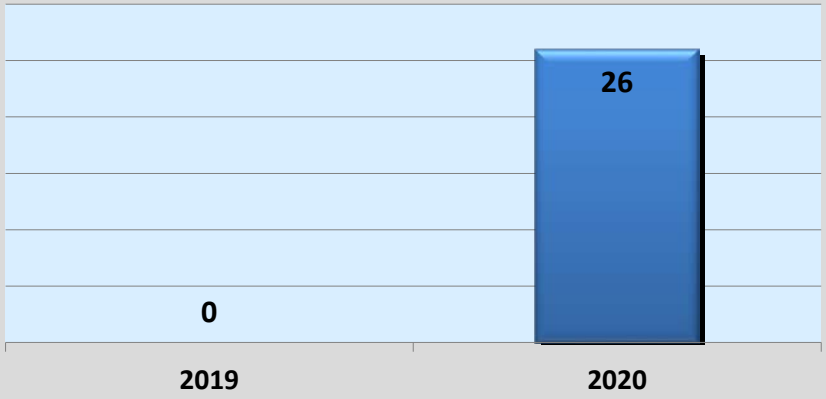
Domestic Comparison



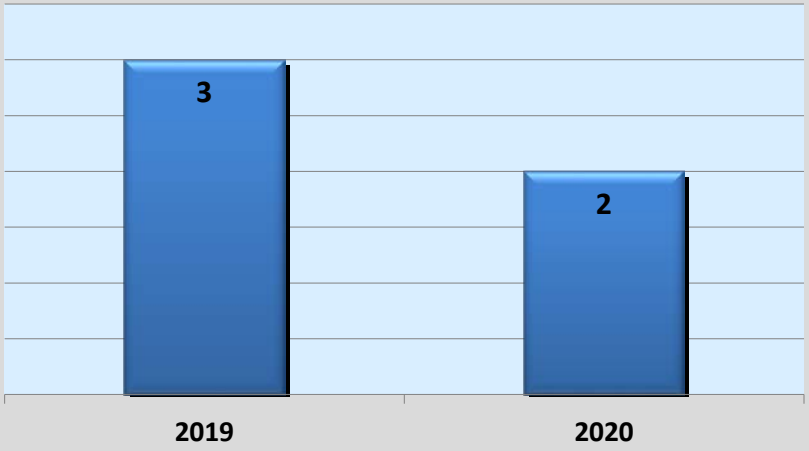
Assault & Battery Comparison



Mental Subject Transports Comparison



Armed Robbery Comparison

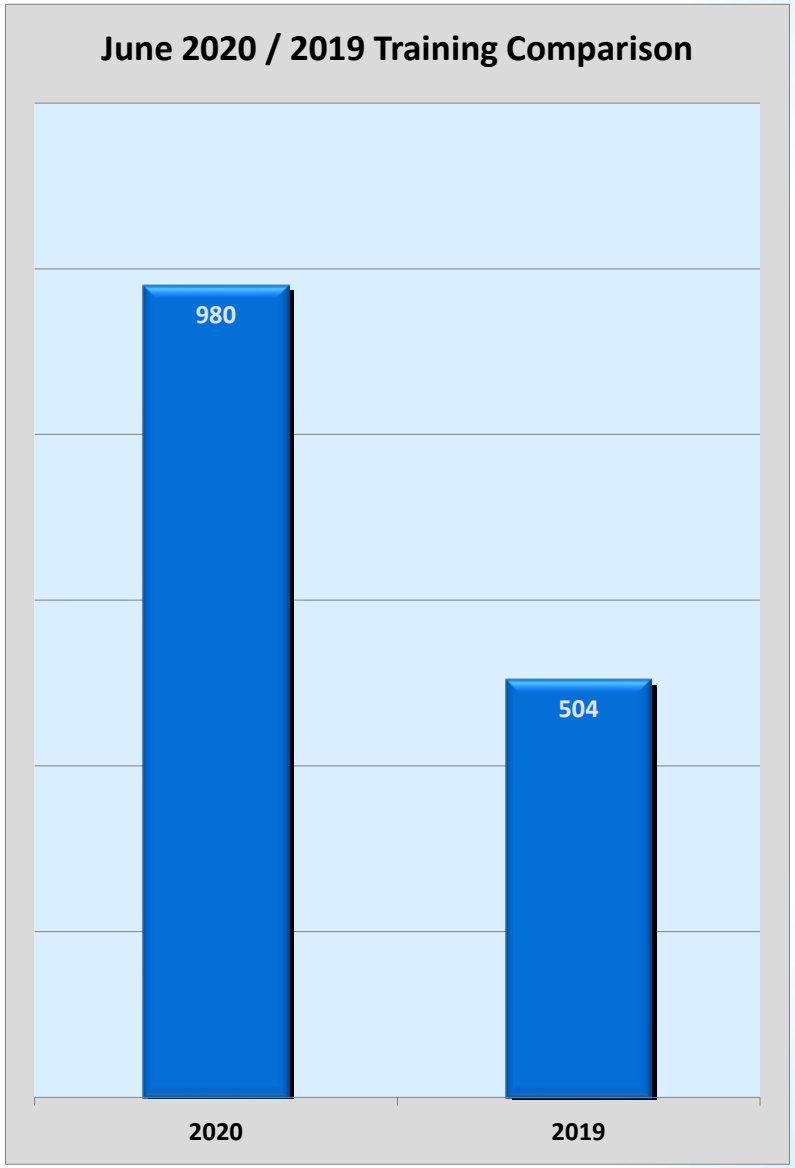


Department Highlights

Training – In-House
Recruit Pre- Service Training hours - 744 hrs.
Active Shooter Training hours – 76 hrs.

Training – Outside
Special Basic Academy – 160 hrs.

Marine Patrol
Jun 4th – 0800 – 1830 – Grant/Brown
Jun 5th – 0800 – 1830 – Grant/Brown
Jun 6th – 0800 – 1830 – Grant/Brown
Jun 7th – 0800 – 1830 – Grant
Jun 11th – 0800 – 1830 – Robson/Grant
Jun 12th – 0800 – 1830 – Robson/Grant
Jun 13th – 0800 – 1830 – Robson/Grant
Jun 14th – 0800 – 1830 – Robson/Grant
Jun 18th – 0800 – 1830 – Robson/Grant
Jun 19th – 0800 – 1830 – Robson/Grant
Jun 21st – 0800 – 1830 – Robson/Brown
Jun 25th – 0800 – 1830 – Robson/Brown
Jun 26th – 0800 – 1830 – Robson/Brown
Jun 27th – 0800 – 1830 – Robson/Brown



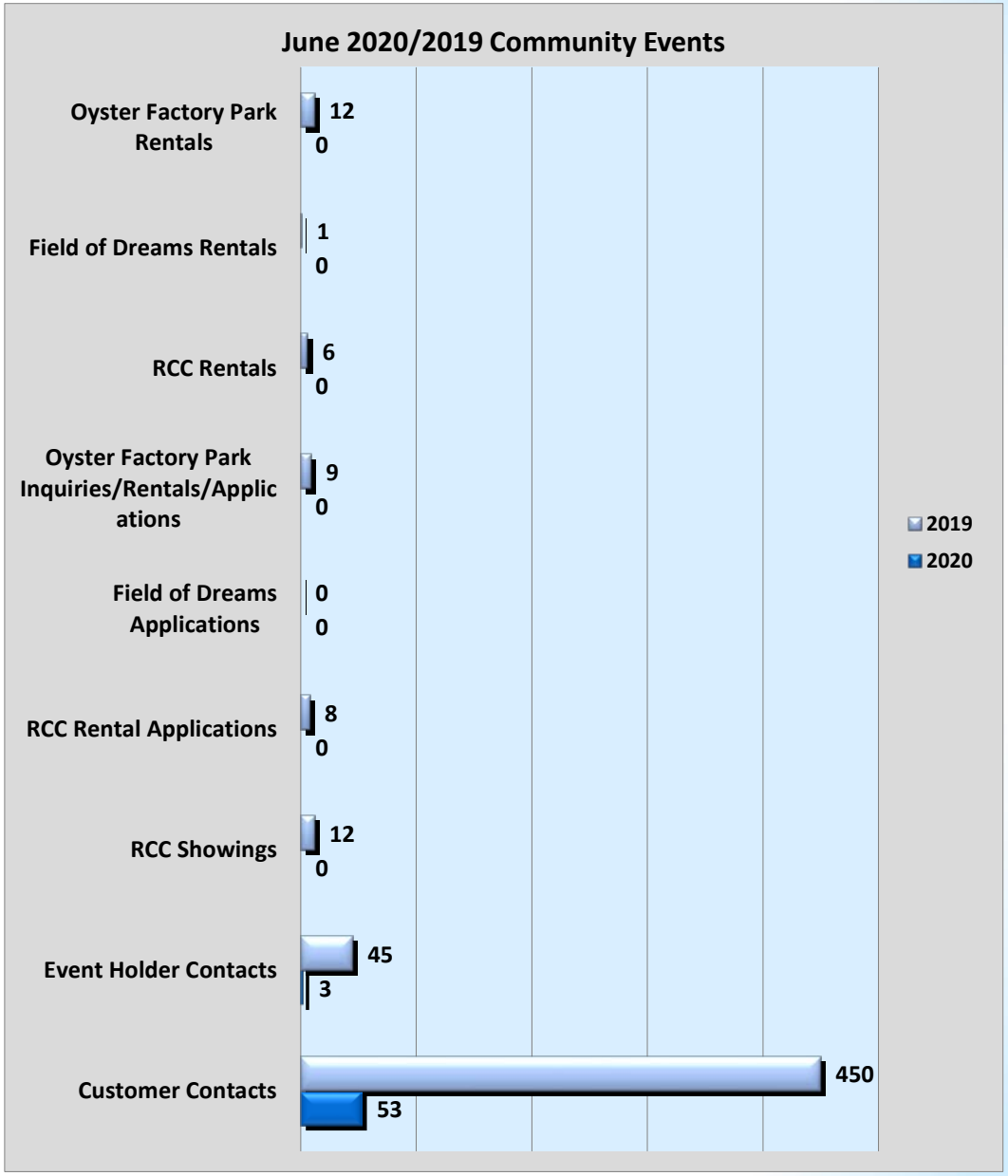
Department Highlights

Marine Patrol continued
Total Community Hours: 200 hrs.
Total Man Hours Operator and Crew: 250 hrs.
Community Contacts: 835
Extra Patrols of Area Landings: 16
Safety Checks: 9
Vessel Stops: 5
Stranded Boaters Assist: 5
Pounds of Trash removed from May River: 5 lb.

Community Events
Customer Contacts: 53 (phone & email only)
Event Holder Contacts: 3 (phone & email only)
RCC Showings: 0
RCC Rental Applications: 0
Rotary Community Center (RCC) rentals: 0
Field of Dreams Applications: 0
Field of Dreams Rentals: 0
Oyster Factory Park Inquiries/Rentals/Applications: 0
Oyster Factory Park (OFP) rentals: 0
Community Events Applications Submitted: 0

Community Events

Due to COVID-19 All other extra duties, and rentals were cancelled



Patrol Division

CALLS FOR SERVICE TOP 10 CALL TYPES	
Extra Pat Busin	4468
Extra Pat Resid	1745
Traffic Stop	385
Activated Alarm	143
911 Hang-Up	137
Case Follow Up	95
Disturbance	65
Community Relat	59
Accident	56
Reckless Drving	46

Total Calls for Service: 7771

Avg per day: 259

UNIFORM TRAFFIC CITATIONS TOP 10 VIOLATIONS	
Speeding15mph-24mph & mor	18
Parking Other-In Comments	9
Speeding25MphOrMore & mor	9
Driving without a License	9
DUI/1st Offense & More &	8
DUS/notsuspforDUI-1st & m	7
RecklessDriving & more	5
StopSign;Disregarding & m	5
Exp or Unreg Lice Plate &	4
DisregardingTrafficContro	4

Total Traffic Citations Issued: 100

WARNING CITATIONS TOP 10 VIOLATIONS	
Speeding	82
Disregrd Stop Sign	37
Defective Equipmnt	25
Vehcle Licnse Viol	19
Speeding & more	16
Improper Lane Use	15
Improper Lane Use & more	8
Defective Equipmnt & more	8
Other	7
Improper Lights	6

Total Warning Citations Issued: 255

WARRANTS SERVED	
A&B-3rd	1
BOTWFI $10K or more	1
Crim Sexual conduct w/ minor 3rd	1
Forgery - Less than $10K	1
Harmful Material/Perf to Minors	1
Possession of cocaine-1st	1
Sexual Exploitation of minor-2nd	1
Shoplifting $2K or less	1
Unlawful Carry of Pistol	1

Criminal Investigation Division

CRIMINAL INVESTIGATIONS	
Cases Assigned	20
Incident Reports Taken	2
Supplemental Reports	44
Cases Closed	35
Arrests Made	4
Arrest Warrants	9
Bond Court	4
Case Call Outs	3
Search Warrants	4

Main Cases June 2020:
20BP44754 Child Abuse – pending warrants

Case Call Outs June 2020:
20BP43812 Shots Fired
20BP44754 Child Abuse Alleged
20BP44943 Stolen Vehicle Recovered
20BP46031 Therapeutic Transport

Bond Court June 2020:
20BP33025 – Breach of Trust - Emilio Najera
20BP42611 – Pointing & Presenting a Firearm - Jerry Pinks
20BP10354 – A & B 3rd – Cedrick Green
20BP02402 – A & B 3rd / Shoplifting - Jessie Walters

Training June 2020:
Town Return to Work
ACADIS Line-up July/August
Leads Online

DRUG TASK FORCE	
Cases -	12
Incident Reports	12
Supplements	11
Crime stoppers	0
BPD Vice/Drug Reports Assigned	0
Searches Vehicles	12
Search Warrants	0
Arrests	16
Arrest Warrants	4
Controlled Buys	0
Traffic Stops	16
UTT's – 11 County tickets – 4 Warnings - 13	28
Assist Other Agency	0

Drugs Seized (grams):
Marijuana: 353.01/g
Cocaine: 58.2/g
Ecstasy (MDMA): 366 Dosage Units
Heroin: .3/g
Fentanyl: 200 RX pills containing suspected Fentanyl
Marijuana Plants: 29

Charges:
PWITD Cocaine: 1
Sale and Distribution of Cocaine: 1
Sale and Distribution of Heroin: 1
Sale and Distribution of Schedule IV: 1
Simple Possession of Marijuana: 10
Non-Drug Offenses: 2

Searches:
Vehicle - 12
Residence – 0

Money Seizure: 0

Weapons Seized: 1

CAREER CRIMINAL UNIT	
Cases Assigned	3
Incident Reports Taken	0
Supplemental Reports	3
Cases Closed	2
Arrests Made	0
Arrest Warrants	0
Bond Court	0
Case Call Outs	0
Search Warrants	0

CCU Ongoing Cases:
19BP52519 – Confidential Case (Conspiracy)
19BP52996- Attempted Murder
19BP62723- Murder
20BO16012-Attempted Murder
20BP26435- Confidential Case (Conspiracy)

CCU/CID Case Call Outs: none

Bond Court: none

Digital Forensic Extractions: none

Community Action Team

Traffic Officer:
Cpl. Dickson
Tickets: 23
Warnings: 16
Total Citations: 39
Collision Reports: 7
Incident Reports: 0

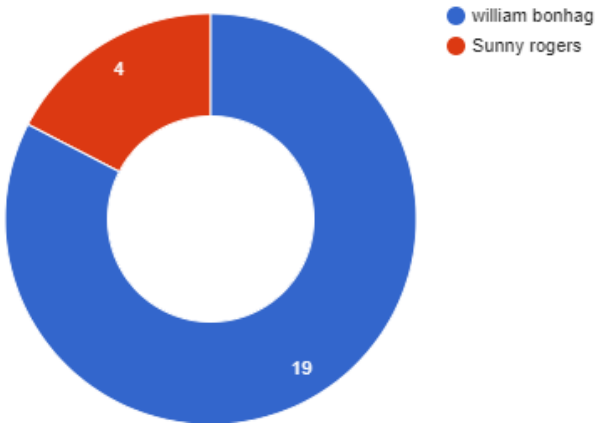
Downtown Traffic Stats:
Tickets: 1
Warnings: 2
Truck Route: 0
Parking Tickets: 0

Code Enforcement:

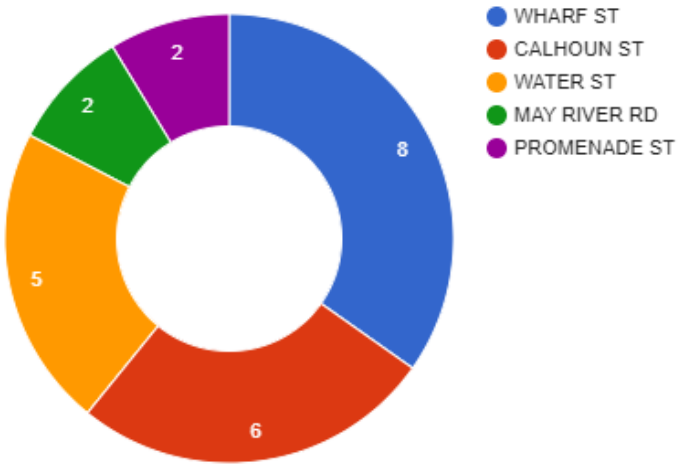
No data available due to no Code Enforcement Officer at this time.

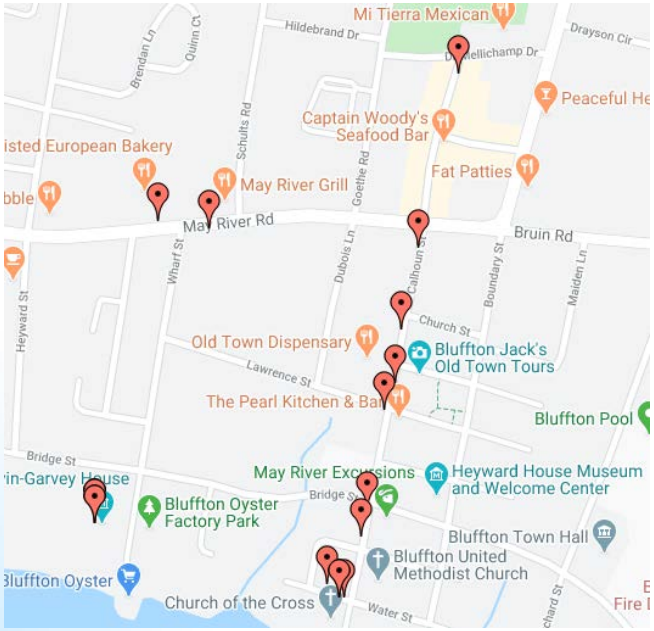
Community Service Assistants – June 2020

Tickets By Officer Jun. 2020

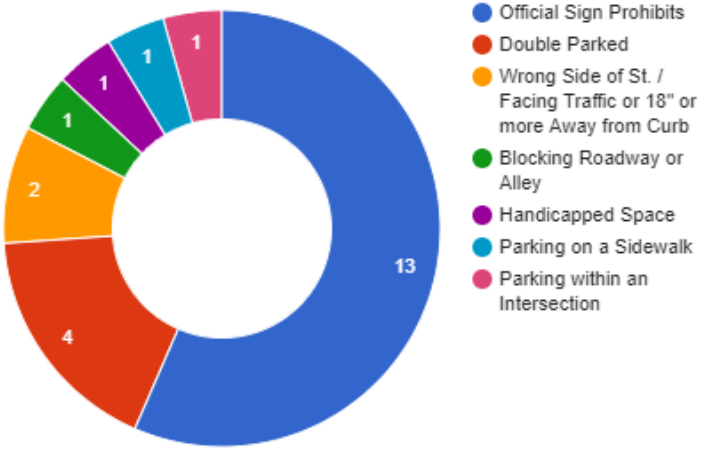


Tickets By Location Jun. 2020





Tickets By Violation Jun. 2020



Bluffton Community Contacts

June 17th – Encompass Health – Sgt. Perez conducts Active Shooter Class for staff.

June 24th – Carolina Carwash appreciation breakfast and car wash for all local law enforcement.

Other Events not photographed:

June 3rd - May River High School drive-through graduation. Several officers attended the graduation to cheer on the graduates.

June 6th - Bluffton High School drive-through graduation. Several officers attended the gradation to cheer on the graduates.

June 20th - Officers attended and provided traffic control at the Juneteenth event at Eagle's Field.

June 24th - Sgt. Danyov and Sgt. DeStasio spoke to the Shalom Club at Sun City on the challenges facing law enforcement today.

Commendations . . .

From: Town of Bluffton <lmclain=townofbluffton.com@townofbluffton.sc.gov> **On Behalf Of** Town of Bluffton
Sent: Wednesday, June 10, 2020 5:56 AM
To: Nelson, Joy <jnelson@townofbluffton.com>
Subject: Workflow Notification - Town of Bluffton Police Department | Contact Us Form
Importance: High

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.

Hazel Digital Media

Automated Email

WORKFLOW NOTIFICATION

This is a notification for a step of a workflow that you are responsible for. No action is required on your behalf.

This notification is for item **Town of Bluffton Police Department | Contact Us Form**.

The current step of the workflow **Police Department Contact** requires all user that belongs to role **External** to be notified.

Click on the link below to view this item
View this item (Secure Link)

Summary of web form submission:

Your Name
Patricia

Email Address

Case Number
12308017

Home Address

Bluffton, Sc 29910
United States

Phone Number

Preferred Contact Method
Email

Your Message Here
My heart is broken for how they are villifying our policemen in this country. Just want to let you know that we have the utmost respect for you. I don't know what we can do to support all of you but just know you are appreciated.

Privacy
Hazel Digital Media is committed to protecting your privacy. You have received this email because you are a registered user of the Hazel Digital Media system. If you wish to stop receiving this email please contact your system administrator.
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Commendations continued . . .

From: [redacted] <[redacted]gmail.com>
Sent: Sunday, June 14, 2020 7:58 PM
To: Chapmond, Christopher <cchapmond@townofbluffton.com>
Subject: Fwd:

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.

Dear Chief Chapmond,

On Thursday, June 11th, 2 of your dedicated officers, Officer Harden and Officer Swindell took time out of their day to wish our almost 6 yr old a Happy Birthday.

Since Parker was able to walk and speak he has loved everything about being a Police Officer. Everything that Parker does is related to serving and protecting his family on a daily basis. When Parker see's a Police Officer he always takes the time to provide a "fist bump" and say '"thank you," to every officer he meets. Parker's favorite show is LivePD, he loves to see officers in action and he loves it even more when he can share a moment with an officer.

I want to thank you for leading 2 very stand up officers. We hope to meet up with them again and I can assure you that the moment Parker is old enough to become an officer he will be your best recruit! I have attached a picture and video for you and you have my permission to use it on your FaceBook page.

Thank you,

[redacted]

Commendations continued . . .

From: Chapmond, Christopher
To: [redacted]
Cc: Phelan, Michael; Rickett, Daniel; Babkiewicz, Joseph; Carmany, James; George, Joe; Smith, Dana
Subject: RE: Wonderful Help!
Date: Wednesday, June 3, 2020 8:27:01 AM

Thank you Ma'am!!! They are both great officers who truly love serving this community. I will ensure that they both receive a copy of this email. Thank you for taking the time to recognize them for their efforts.
Respectfully,
Chief Chapmond

Chris Chapmond
Police Chief
843-706-4537

Bluffton Police Department
101 Progressive Street
Bluffton SC 29910
Ph: 843-706-4550
Fax: 843-757-2269
www.blufftonpolice.sc.gov

-----Original Message-----
From: [redacted] <[redacted]
Sent: Friday, May 29, 2020 3:30 PM
To: Chapmond, Christopher <cchapmond@townofbluffton.com>
Subject: Wonderful Help!

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.

Hi!
Just had to take a moment to send a quick message about my experience today with two Bluffton police officers (Phelan and Ricket?). I got a flat tire on Bluffton Parkway coming home from the beach and was so worried waiting for roadside assistance. The officers arrived to the scene and were beyond kind and reassuring. They did everything possible to help me and were so kind to my small kids (2 and 1 year old!). My son thinks today was the best day ever! We just moved to Bluffton a month ago and I feel so grateful to have such wonderful people looking out for us.
Warmly,
Sam [redacted]

Commendations continued . . .

Dear Chief Chapman,

I wanted to write to let you know how appreciative I am that Officers Frazier and Harden responded so rapidly to my alarm yesterday morning. I had forgotten to turn it off in my haste to get my dog outside - she saw neighboring dogs across the street and barked to greet them.

Officer Frazier found me working in my neighborhood, but not on my street. I so appreciate that he found me and then when I got back home he and Officer Harden checked all around through my house since my front door had been open.

I am very sorry to have taken their valuable time through my thoughtlessness. They were the ultimate professional and I am grateful for their thoroughness.

I am fortunate to live in a community where the Police are both prompt, professional and kind.

So very MUCH

Sincerely
Cynthia Kuyda
1932 Bakers Blvd

P.S. I purchased these baked crackers last "this time of the Covid virus" I didn't think that was a good idea —

But I have drung your Dept cookies when it is says I do so. Thanks again.

TRADER JOE'S®

Gourmet Greeting Cards

Commendations continued . . .

Dear Chief Chapmond,

I wanted to say thank you for the use of the Bluffton Oyster Factory Park on May 16th for my son's wedding. They of course had a larger wedding planned, but due to "Covid 19 Pandemic" their plans were canceled. They were bound and determined to go on with their plans to marry and thought the Park was a perfect spot for their vows. However, they didn't realize the park was closed.

Thankfully, I met your Community Service Assistant, Bill Bonhag. When he heard the story, he immediately was willing to help and get permission. As a mother trying to help my son, I was most grateful. The day of the wedding, he had blocked off the handicap parking for the grand-mothers (88 + 93 yrs. old). He was most attentive to us while doing his job with parking the boaters.

I felt compelled to let you know

what a great representative Bill Bonhag is of the commitment the Bluffton Police Department has for the community and especially during such a difficult time.

Thank you so much again for the helpfulness of Mr. Bonhag and the permission given to my Son + daughter in law, Dale + DeLauren Brown for the use of the park.

God Bless -
Cindy B Brown

Crane

Commendations continued. . .

Dear Bluffton Police Dept -
In These troubled times
We want to say Thank
you for all you do
for us. In need, it
is comforting to know
you are There for us.

Because of you &
all you do, our lives
are enriched. We
consider you our friends.
Regards,
Ed & Rosita Lacey
Bluffton, SC

Commendations continued. . .

Dear Bluffton Police Dept -
In these troubled times
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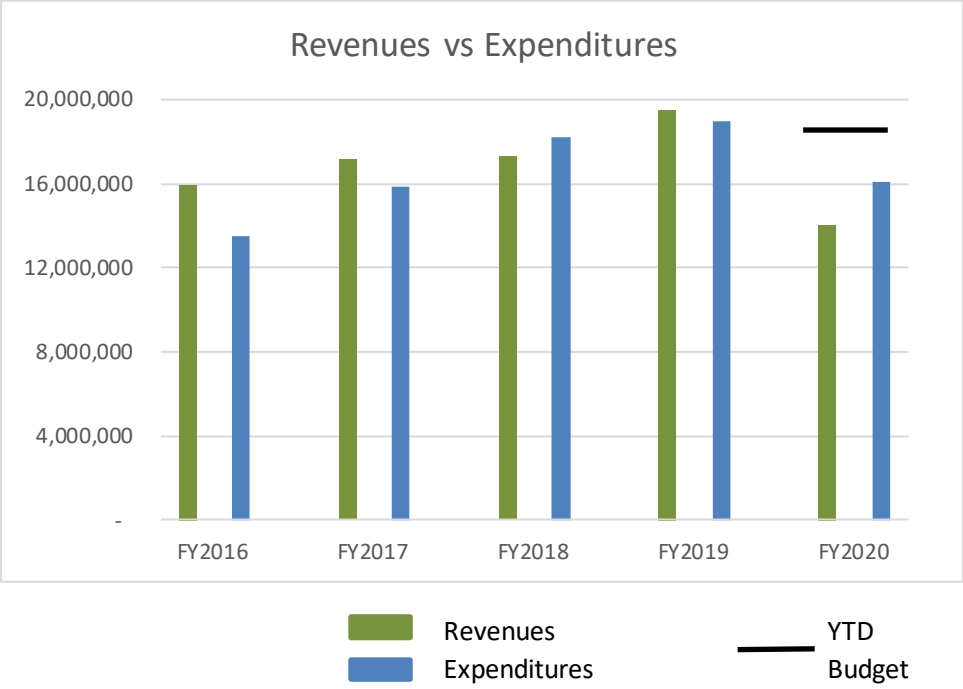
TOWN COUNCIL

STAFF REPORT
Finance & Administration Department

MEETING DATE:	July 14, 2020
PROJECT:	Consent Agenda: Year-to-date Financial Report
PROJECT MANAGER:	Chris Forster, MPA, CPFO, 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 FY2020 year-to-date (YTD) through May 2020. Revenues have been higher than expenditures the last four full years except for FY2018 which reflects a budgeted use of fund balance transferred to the Capital Improvements program fund for the Town Hall renovation project.



FY2020 YTD through May shows revenues and expenditures below the YTD budget amount. Many License and Permit Fee (Franchise, MASC Insurance, etc.) revenues are not received until the end of the fourth fiscal quarter and annual expenditures are not due until the end of the second fiscal quarter.

Property tax collections are up from prior year as expected with 98% of the current budget collected. Licenses and Permits are down $837k, Business License down $625k from prior year (approximately a one-month lag), and Building permits are down $270k (May collections down $40k). Service Revenues are down $320k from prior year, development fees down $290k and contract police services down $25k.

FY20 General Fund Financial Overview

Revenues		Expenditures
$14.0m		$16.1m
69.5%	*% of Budget*	79.8%
$18.5m	92%	$18.5m

The budget and actual reports for the period ending May 2020 are attached for the following funds:

- General Fund
- Stormwater Fund
- Capital Improvements Program Fund
- Debt Service Fund

ATTACHMENTS:

1. General Fund
2. Stormwater Fund
3. Capital Improvement Program Fund
4. Debt Service Fund
5. Business License Statistics

Town of Bluffton
Budget and Actual - General Fund
For Period Ending May 31, 2020

	Prior YTD Actual	YTD Actual	Adopted Budget	Budget Amendments and Transfers	Revised Budget	Actual vs Budget Difference	Actual as % of Budget
Revenues							
Property Taxes	$ 5,743,512	$ 6,209,363	$ 6,300,000	$ -	$ 6,300,000	$ (90,637)	98.6%
Licenses & Permits							
Business Licenses	2,267,513	1,643,236	2,100,000	-	2,100,000	(456,764)	78.2%
MASC Telecommunications	72,338	-	70,000	-	70,000	(70,000)	0.0%
MASC Insurance Tax Collection	198,114	224,835	2,200,000	-	2,200,000	(1,975,165)	10.2%
Franchise Fees (electric, gas, water, telephone, cable)	1,148,799	1,271,763	2,600,000	-	2,600,000	(1,328,237)	48.9%
Building Safety Permits	2,469,214	2,197,405	2,350,000	-	2,350,000	(152,595)	93.5%
Application Fees	80,775	62,112	80,000	-	80,000	(17,888)	77.6%
Administrative Fees	-	-	44,000	-	44,000	(44,000)	0.0%
Total Licenses & Permits	6,236,753	5,399,351	9,444,000	-	9,444,000	(4,044,649)	57.2%
Intergovernmental	533,987	423,293	721,395	111,670	833,065	(409,772)	50.8%
Service Revenues	1,058,737	741,456	965,000	-	965,000	(223,544)	76.8%
Fines & Fees	178,065	142,262	230,000	-	230,000	(87,738)	61.9%
Miscellaneous Revenues	207,883	164,038	180,000	-	180,000	(15,962)	91.1%
Total Revenues	13,958,937	13,079,762	17,840,395	111,670	17,952,065	(4,872,303)	72.9%
Other Financing Sources	260,000	426,522	524,735	(74,735)	450,000	(23,478)	0.0%
Transfers In	573,743	535,239	1,667,670	119,379	1,787,049	(1,251,810)	30.0%
Total Other Financing Sources & Tranfers In	833,743	961,761	2,192,405	44,644	2,237,049	(1,275,288)	43.0%
Total Revenues and Other Financing Sources	$ 14,792,680	$ 14,041,523	$ 20,032,800	$ 156,314	$ 20,189,114	$ (6,147,591)	69.5%
Expenditures							
Town Council	$ 142,442	$ 130,202	$ 219,905	$ -	$ 219,905	$ (89,703)	59.2%
Executive	721,602	797,611	938,218	9,155	947,373	(149,762)	84.2%
Economic Development	264,304	326,710	405,120	-	405,120	(78,410)	80.6%
Human Resources	277,301	323,630	384,295	3,386	387,681	(64,051)	83.5%
Police	4,056,107	6,213,446	7,270,955	64,504	7,335,459	(1,122,013)	84.7%
Municipal Judges	48,906	47,310	56,763	-	56,763	(9,453)	83.3%
Municipal Court	278,375	324,634	350,774	109	350,883	(26,249)	92.5%
Finance	792,996	777,464	957,355	3,613	960,968	(183,504)	80.9%
Information Technology	1,290,435	1,011,890	1,173,018	3,620	1,176,638	(164,748)	86.0%
Customer Service	185,974	169,957	296,140	(68,309)	227,831	(57,874)	74.6%
Planning & Community Development	999,783	891,629	1,142,640	141,378	1,284,018	(392,389)	69.4%
Building Safety	541,726	586,879	768,540	4,041	772,581	(185,702)	76.0%
Project Management	777,179	737,131	1,037,990	(70,043)	967,947	(230,816)	76.2%
Public Works	1,302,808	1,394,617	1,857,617	29,131	1,886,748	(492,131)	73.9%
Non-Departmental (Townwide)	1,029,584	1,527,344	2,181,800	(1,500)	2,180,300	(652,956)	70.1%
Total Expenditures	12,709,522	15,260,452	19,041,130	119,085	19,160,215	(3,899,763)	79.6%
Other Financing Uses							
Transfers Out to Capital Improvements Program Fund	-	843,348	991,670	37,229	1,028,899	(185,551)	82.0%
Total Transfers	-	843,348	991,670	37,229	1,028,899	(185,551)	82.0%
Total Expenditures and Other Financing Uses	$ 12,709,522	$ 16,103,800	$ 20,032,800	$ 156,314	$ 20,189,114	$ (4,085,314)	79.8%

Attachment 2

Town of Bluffton
Budget and Actual - Stormwater Utility Fund
For Period Ending May 31, 2020

	Prior YTD Actual	YTD Actual	Adopted Budget	Budget Amendments and Transfers	Revised Budget	Actual vs Budget Difference	Actual as % of Budget
Revenues							
Licenses & Permits							
Stormwater Fees	$ 1,465,130	$ 1,441,424	$ 1,381,295	$ -	$ 1,381,295	$ 60,129	104.4%
Total Licenses & Permits	1,465,130	1,441,424	1,381,295	-	1,381,295	60,129	104.4%
Intergovernmental							
County Funds	15,000	-	65,000	-	65,000	(65,000)	0.0%
Total Intergovernmental	15,000	-	65,000	-	65,000	(65,000)	0.0%
Miscellaneous Revenues							
Miscellaneous	-	1,400	-	-	-	1,400	n/a
Total Miscellaneous Revenues	-	1,400	-	-	-	1,400	n/a
Total Revenues	1,480,130	1,442,824	1,446,295	-	1,446,295	(3,471)	99.8%
Other Financing Sources							
Prior Year Fund Balance	-	-	605,400	(28,943)	576,457	(576,457)	0.0%
Total Other Financing Sources	-	-	605,400	(28,943)	576,457	(576,457)	0.0%
Total Revenues and Other Financing Sources	$ 1,480,130	$ 1,442,824	$ 2,051,695	$ (28,943)	$ 2,022,752	$ (579,928)	71.3%
Expenditures							
Operating							
Watershed Management	$ 779,416	$ 920,765	$ 1,320,973	$ -	$ 1,320,973	$ (400,208)	69.7%
Total Operating Expenditures	779,416	920,765	1,320,973	-	1,320,973	(400,208)	69.7%
Total Expenditures	779,416	920,765	1,320,973	-	1,320,973	(400,208)	69.7%
Other Financing Uses							
Transfers Out							
Capital Improvements Program Fund	126,911	54,704	670,722	(28,943)	641,779	(587,075)	8.5%
General Fund	36,737	-	60,000	-	60,000	(60,000)	0.0%
Total Transfers	163,648	54,704	730,722	(28,943)	701,779	(647,075)	7.8%
Total Expenditures and Other Financing Uses	$ 943,064	$ 975,469	$ 2,051,695	$ (28,943)	$ 2,022,752	$ (1,047,283)	48.2%

Town of Bluffton
Budget and Actual - Capital Improvement Program Fund
For Period Ending May 31, 2020

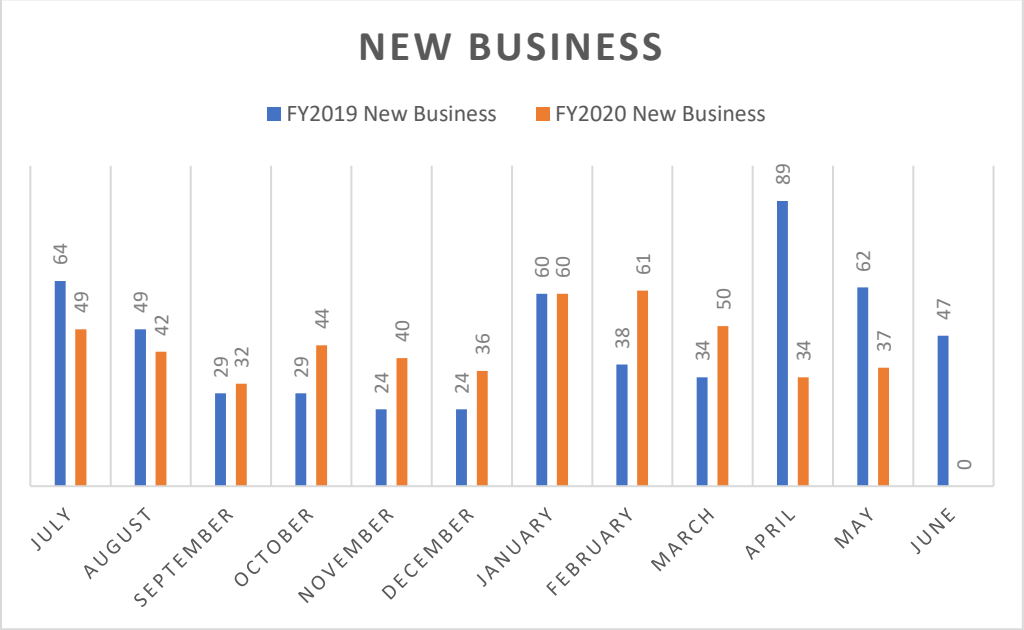
		YTD Actual	Adopted Budget	Budget Amendments and Transfers	Revised Budget	Actual vs Budget Difference	Actual as % of Budget
	Infrastructure						
00040	Buckwalter Place Multi-County Commerce Park	$ 399,889	$ 975,060	$ 109,238	$ 1,084,298	$ 684,409	36.9%
00042	Calhoun Street Streetscape	19,977	293,115	29,599	322,714	302,737	6.2%
00050	Historic District Lighting, Signage, Parking & Streetscape Enhancements	39,117	164,500	64,272	228,772	189,655	17.1%
00052	Watershed Management Facility Improvements	11,450	-	13,343	13,343	1,893	0.0%
00055	Goethe - Shults Neighborhood Improvements Phase 2	68,024	140,952	10,475	151,427	83,403	44.9%
00059	Oyster Factory Park	9,730	84,250	6,558	90,808	81,078	10.7%
00060	Don Ryan Center for Innovation Upfit	344,485	260,338	175,000	435,338	90,853	79.1%
00062	Calhoun Street Regional Dock	3,713	705,993	49,862	755,855	752,142	0.5%
00063	68 Boundary Street Park	678,127	528,957	189,819	718,776	40,649	94.3%
00064	184 Bluffton Road Parking Improvements	240,975	50,000	237,028	287,028	46,053	84.0%
00069	Boundary Street Lighting	821	-	116,118	116,118	115,297	0.0%
00077	Law Enforcement Center Facility Improvements	10,150	22,300	3,637	25,937	15,787	39.1%
00078	Public Works Facility Improvements	12,280	12,440	-	12,440	160	98.7%
00079	Rotary Community Center Facility Improvements	21,780	21,900	7,489	29,389	7,609	74.1%
00082	Bridge Street Streetscape	30,463	67,848	-	67,848	37,385	44.9%
00085	New Riverside Park / Barn Site	61,330	100,000	-	100,000	38,670	61.3%
00088	Town Hall Improvements	65,566	71,300	-	71,300	5,734	92.0%
00089	Ulmer Auditorium Improvements	143,515	151,058	-	151,058	7,543	95.0%
00092	New River Trail	30,094	41,000	-	41,000	10,906	73.4%
00093	Ghost Roads	39,547	-	49,000	49,000	9,453	0.0%
	Total Infrastructure	**2,231,033**	**3,691,011**	**1,061,438**	**4,752,449**	**2,521,416**	**46.9%**
	May River & Surrounding Rivers and Their Watersheds						
00041	Buck Island - Simmonsville Sewer Phase 4	-	-	46,183	46,183	46,183	0.0%
00044	Buck Island - Simmonsville Sewer Phase 5	134,230	1,234,000	496,756	1,730,756	1,596,526	7.8%
00045	Jason-Able Sewer	740	-	191,739	191,739	190,999	0.4%
00054	Buck Island - Simmonsville Neighborhood Sidewalks & Lighting	130,341	393,185	139,189	532,374	402,033	24.5%
00061	Sewer Connections	66	281,384	-	281,384	281,318	0.0%
00070	Historic District Sewer Extension Phase 1	9,173	680,695	(13,414)	667,281	658,108	1.4%
00071	Historic District Sewer Extension Phase 2	-	5,000	30,845	35,845	35,845	0.0%
	Total May River & Surrounding Rivers and Their Watersheds	**274,550**	**2,594,264**	**891,298**	**3,485,562**	**3,211,012**	**7.9%**
	Economic Growth						
00020	Land Acquisition	18,563	500,000	11,949	511,949	493,386	3.6%
00087	Town of Bluffton Housing Project	-	750,000	33,592	783,592	783,592	0.0%
00090	Technical College of the Lowcountry	-	500,000	-	500,000	500,000	0.0%
	Total Economic Growth	**18,563**	**1,750,000**	**45,541**	**1,795,541**	**1,776,978**	**1.0%**
	Community Quality of Life						
00065	Wright Family Park	915,375	1,174,717	199,897	1,374,614	459,239	66.6%
00066	Oscar Frazier Park	22,468	62,000	-	62,000	39,532	36.2%
00067	Squire Pope Carriage House Preservation	60,000	50,000	26,350	76,350	16,350	78.6%
00081	Garvin-Garvey House Interpretive Signage	18,133	43,518	-	43,518	25,385	41.7%
00084	Veterans Memorial at Buckwalter Place	210,384	166,610	-	166,610	(43,774)	126.3%
00086	Park Improvements	5,113	79,000	-	79,000	73,887	6.5%
00091	Community Safety Cameras Phase 5	57,230	50,350	9,277	59,627	2,397	96.0%
	Total Community Quality of Life	**1,288,703**	**1,626,195**	**235,524**	**1,861,719**	**573,016**	**69.2%**
	Total CIP Expenditures	**$ 3,812,849**	**$ 9,661,470**	**$ 2,233,801**	**$ 11,895,271**	**$ 8,082,422**	**32.1%**

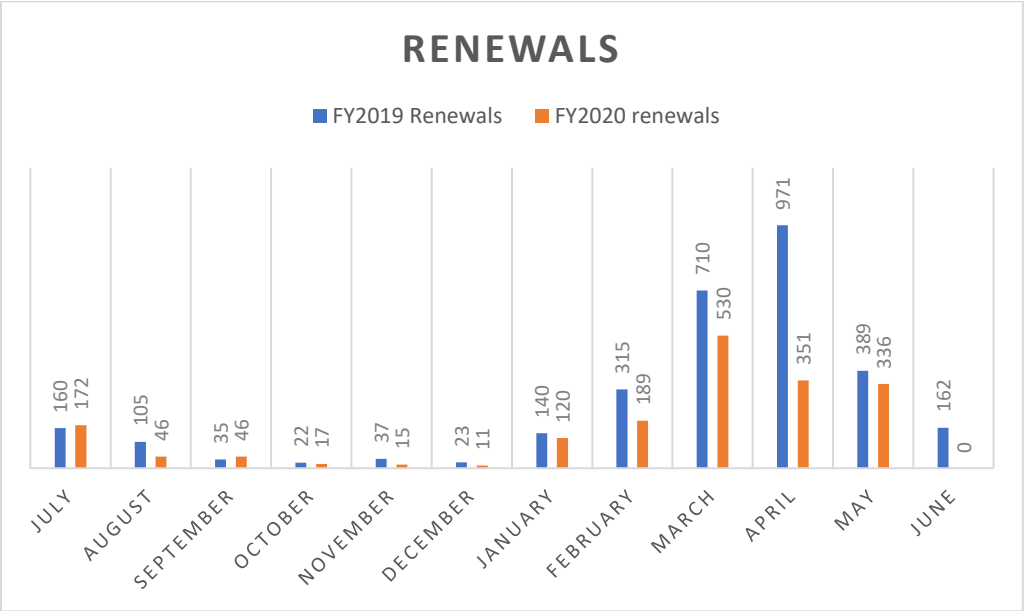
Town of Bluffton
Budget and Actual - Debt Service Fund
For Period Ending May 31, 2020

	Prior YTD Actual	YTD Actual	Original Budget	Budget Amendments and Transfers	Current Budget	Actual vs Budget Difference	Actual as % of Budget
Revenues							
Property Taxes							
TIF District	$ 1,753,761	$ 2,459,479	$ 2,299,500	$ -	$ 2,299,500	$ 159,979	107.0%
GO BABs	459,190	562,860	556,500	-	556,500	6,360	101.1%
Total Property Taxes	2,212,951	3,022,339	2,856,000	-	2,856,000	166,339	105.8%
Licenses, Permits & Fees							
MID Fee	217,412	279,300	245,175	-	245,175	34,125	113.9%
Intergovernmental							
Federal Interest Rebate	100,401	94,802	92,300	-	92,300	2,502	102.7%
Miscellaneous							
Interest	1,663	6,063	2,000	-	2,000	4,063	303.2%
Total Revenues	2,532,427	3,402,504	3,195,475	-	3,195,475	202,966	106.5%
Other Financing Sources							
Prior Year Fund Balance	-	-	-	-	-	-	0.0%
Proceeds from Bond Issuance	-	-	-	-	-	-	100.0%
Total Other Financing Sources	-	-	-	-	-	-	100.0%
Total Revenues and Other Financing Sources	$ 2,532,427	$ 3,402,504	$ 3,195,475	$ -	$ 3,195,475	$ 207,029	106.5%
Expenditures							
Series 2014 TIF Bonds Debt Service							
Principal	$ 748,268	$ 787,895	$ 787,895	$ -	$ 787,895	$ -	100.0%
Interest	183,413	143,786	143,786	-	143,786	-	100.0%
Series 2010 GO Build America Bonds Debt Service							
Principal	235,000	245,000	245,000	-	245,000	-	100.0%
Interest	307,625	288,615	288,615	-	288,615	-	100.0%
Miscellaneous	-	-	50	-	50	(50)	0.0%
Total Expenditures	1,474,306	1,465,296	1,465,346	-	1,465,346	(50)	100.0%
Other Financing Uses							
Transfers Out							
Capital Improvements Program Fund	130,641	136,790	968,764	289,307	1,258,071	(1,121,281)	10.9%
Contribution to Fund Balance	-	-	761,365	(289,307)	472,058	(472,058)	0.0%
Total Transfers	130,641	136,790	1,730,129	-	1,730,129	(1,593,339)	7.9%
Total Expenditures and Other Financing Uses	$ 1,604,947	$ 1,602,086	$ 3,195,475	$ -	$ 3,195,475	$ (1,593,389)	50.1%

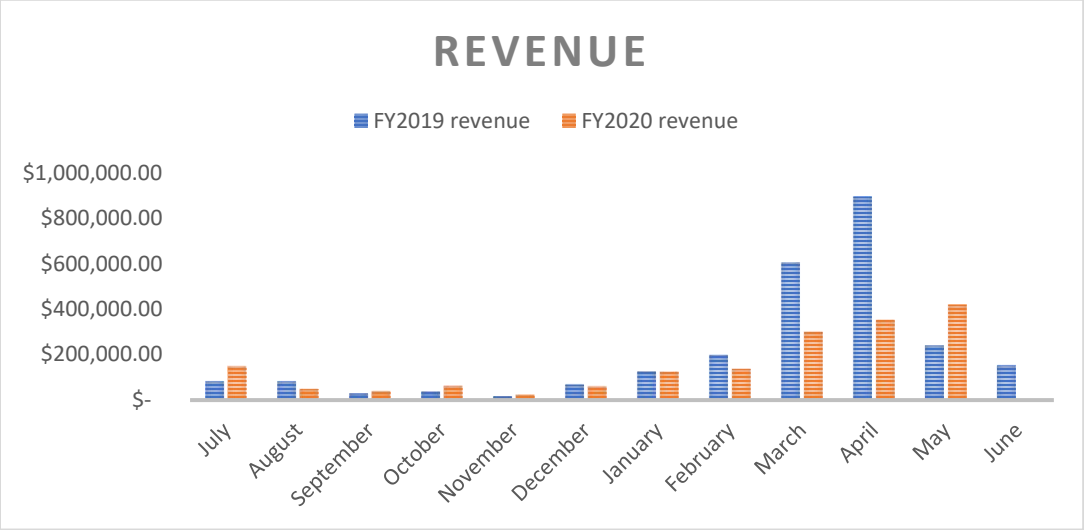
Business License Statistics:

Business License applications for FY2020 through May total 2318 (485 new business and 1833 renewals) compared to FY2019's total of 3,409 (502 new business and 2,907 renewals).





Business license renewals have decreased by 14% and revenue collections increased by 75% for the month of May when comparing to last year due to the impacts of COVID-19 and the extension of the renewal due date.



The amended ordinance that went into effect January 1st, 2019 included additional incentives for new businesses and businesses with multiple locations within the Town. In May, one hundred and fifteen (115) businesses qualified for the Town's incentives, with one of those businesses qualifying for more than one, for a total revenue reduction of $105,619.35 in fiscal year 2020.

Incentive	Number of Businesses	Gross Income Deducted	Total Incentive Amount
10%	29	$ 6,021,870	$ 6,234
20%	39	3,685,166	34,729
40%	42	4,808,834	6,778
CAP	3	55,018,630	55,019
2+	2	2,858,501	2,859
Grand Total	**115**	**$ 72,393,001**	**$ 105,619**

Rate Class	Number of Businesses	Total Incentive Amount
1	43	$ 26,908
2	25	4,636
3	21	32,181
4	0	0
5	4	1,119
6	3	539
7	1	147
8.1	15	31,003
8.5	3	9,086
8.6	0	0
Grand Total	**115**	**$ 105,619**

TOWN COUNCIL

STAFF REPORT
Municipal Court Department

MEETING DATE: July 14, 2020

PROJECT: May Activity Report

PROJECT MANAGER: Lisa Cunningham, Clerk of Court

Court Summary

Town of Bluffton Municipal Court convenes every Tuesday, typically with a morning session and an afternoon session. In May, 2020 a total of seven sessions were conducted which included four morning sessions and three afternoon session.

Municipal Court currently has 701 cases pending which is a combination of 623 criminal/traffic cases, 38 jury trial request, and 40 defendants enrolled in alternative programs.

Indigent Defense cases

Town of Bluffton currently contracts with the 14th Circuit Public Defenders Office to provide Indigent Defense Counsel to all defendants who meet the Annual Federal Poverty Guidelines. Year to date our Indigent Defense Attorney has 137 cases which is a combination of 98 pending and 39 disposed on the docket as of May 2020.

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 12 active participates 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 4 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 15 active participates. 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.

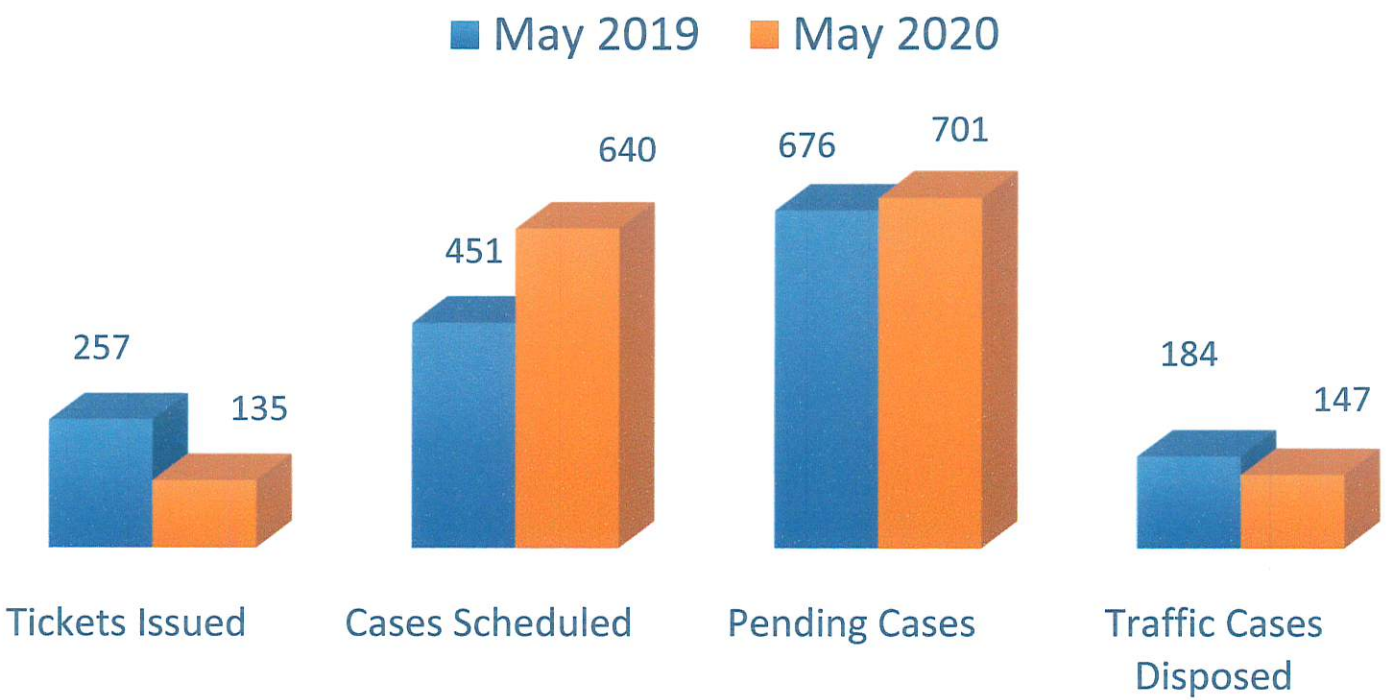
Town of Bluffton Municipal Court

Statistics for May 2020

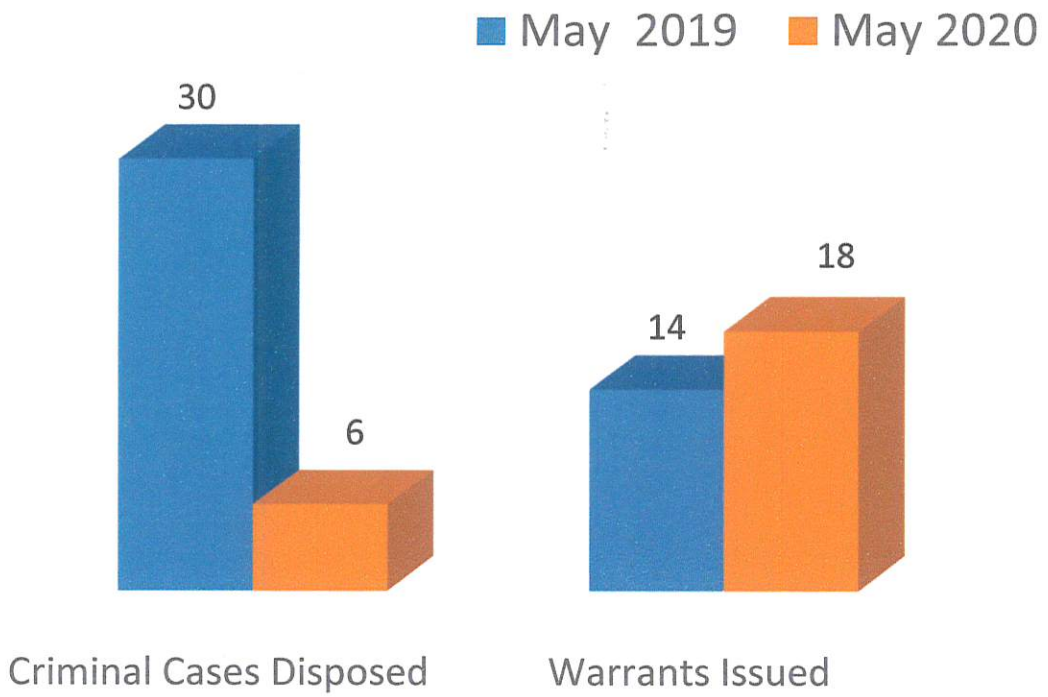
Presented by:

Lisa Cunningham, Clerk of Court

Town of Bluffton Municipal Court



Town of Bluffton Municipal Court



TOWN COUNCIL

STAFF REPORT
Engineering Department

MEETING DATE:	July 14, 2020
SUBJECT:	Engineering Department Monthly Report
PROJECT MANAGER:	Bryan McIlwee, Director of Engineering

CAPITAL IMPROVEMENTS PROGRAM (CIP) AND SPECIAL PROJECTS UPDATE

PATHWAYS

1. Goethe-Shults Sidewalks Phase 2

- Construction documents, permitting and easement acquisitions are underway.
- **Next Steps**
  - Complete easement acquisition, permitting and construction documents in October 2020.
  - Begin construction in January 2021.

2. Buck Island-Simmonsville Neighborhood Sidewalks and Lighting

- Construction of Phase 4 sidewalks (Buck Island Road from Jennifer Court to Grayco) is complete and has received SCDOT approval.
- Phase 5 (Kitty Road to 301 Buck Island Road) construction is underway.
- Phase 6A (along Simmonsville Road from Grayco northward to Sugaree Drive) is under design and permit review.
- Phase 6B (along Simmonsville Road from Sugaree Drive northward to the existing New Mustang Road sidewalks) is under design.
- **Next Steps**
  - Phase 5 - Construction (from Kitty Road to lot 310 Buck Island Road) is underway and anticipated to be completed in late Summer 2020.
  - Phase 6 - Design and construction of the remaining Simmonsville Road sidewalks, Phase 6 to be completed in FY 2021-2022.

3. Bridge Street Streetscape

- Construction documents and permitting are underway for Phase 1 streetscape (Burnt Church Road to Calhoun Street). Staff reviewed 70% construction drawings and submitted review comments to Engineer.
- SCDHEC 319 grant application was submitted for grant funding for drainage.
- Obtained geotechnical report and located Spectrum and Hargray utilities lines.

- **Next Steps**
  - Complete engineering design and street lighting plans.
  - Prepare easement plats, obtain easement and issue bid documents in FY 2021 with construction in FY 2022.
  - Survey Telecommunication lines and equipment.

4. New Riverside Linear Trail

- FY 2021 parking, trail and signage improvements are complete.
- Installation of entry gate is complete.
- **Next Steps**
  - Begin planning and prepare a Conceptual Master Plan in FY 2022 pending budget approval.

SEWER & WATER

1. Buck Island-Simmonsville Sewer (Phases 5A-5E)

- Construction has started on Phase 5E (Poseys Court).
- Construction contract for Phase 5A-D has been approved by Commerce.
- **Next Steps**
  - Begin construction on Phase 5A-D.
  - Start house connections after the main line construction is complete.

2. Historic District Sewer Extension Phase 1 - Pritchard Street

- Construction is scheduled begin in August.
- **Next Steps**
  - Start house connections after the main line construction is complete.

3. Historic District Sewer Extension Phase 2 - Bridge Street

- Received SCDHEC permit to construct.
- Continue negotiations with property owners for right of entry agreements.
- **Next Steps**
  - Obtain road ownership from SCDOT.
  - Advertise for bids.

4. Jason-Able Neighborhood Sanitary Sewer

- A contract has been issued to Potter Construction for the sewer main to serve the additional lots fronting the May River Road.
- **Next Steps**
  - Resolve disagreement regarding easement.
  - Complete construction and project closeout.

HISTORIC DISTRICT IMPROVEMENTS

1. Boundary Street Lighting

- Phase 2 photometric plans complete.
- Received Phase 2 encroachment permit from SCDOT.
- Lighting agreements approved by Town Council in May.
- Agreement has been executed by both parties.
- Dominion Energy has reported delays in manufacturing and shipping of fixtures and poles.
- **Next Steps**
  - Obtain easements as needed for Phase 2 street lighting.
  - Begin installation of street lighting in the late Summer 2020.

2. 184 Bluffton Road Renovations

- Site work, landscaping, lighting and signage complete.
- Parking Lot Rules signage has been installed.
- **Next Steps**
  - Meet with Greenery to discuss maintenance on project.

3. Historic District Enhancements

- Watershed Management Staff is evaluating survey data collected along Boundary Street to prepare drainage solutions at AME Church and Boundary and Lawrence Street intersections.
- **Next Steps**
  - Implement Storm Water Management features to address drainage issues in the area.
  - Continue planning of lighting, signage, crosswalks and ADA improvements.

4. Calhoun Street Streetscape

- MKSK updated Conceptual Streetscape Plans to incorporate alternate site furnishings and proposed Dominion Energy facilities.
- Completed locating and surveying underground telecommunication utilities.
- **Next Steps**
  - Submit Streetscape Master Plans and illustrations for review at the July Town Council Workshop.
  - Meet with Dominion Energy to discuss next steps for planning of underground power.

PARK DEVELOPMENT

1. Oyster Factory Park

- Obtained draft Conceptual Master Plan and cost estimate from Witmer, Jones, Keefer.

- **<u>Next Steps</u>**
  - Contract routing and approval circulated, to be followed by Town Manager's signature, for installation of salvaged Calhoun Street dock components at Oyster Factory Park.
  - Present updated Master Plan at the July Town Council Workshop.
  - Begin final design of next phase of improvements per Town Council direction provided at the Workshop.
  - Garvin-Garvey exterior signage to be installed in late July 2020.

2. 68 Boundary Street Park Renovations

- Contract approved to replace detectable warning mats with pavers.
- Completed proof of the dedication sign. Awaiting date for park opening.
- **<u>Next Steps</u>**
  - Install detectable warning pavers.
  - Install Martin Family sign prior to park dedication.

3. Calhoun Street Dock and Public Riverfront Access Improvements

- Began Construction of dock in May 2020.
- **<u>Next Steps</u>**
  - Complete construction of dock in August 2020.

4. Wright Family Park

- Stairs to bulkhead boardwalk and beach are 100% complete.
- Site work construction began in January 2020. Bulkhead, boardwalk, restroom building, and parking area are substantially complete.
- Perimeter sidewalks and landscape are 75% complete.
- Site signage, and furniture are 80% complete.
- Interpretive signage design is underway.
- Water Meters installed by BJWSA
- Restroom/Kitchenette-sewer & water service connection completed.
- **<u>Next Steps</u>**
  - Complete sidewalks, landscape, and lighting in July.
  - Install site furnishings, warming kitchen equipment and complete construction of Calhoun Street plaza in August**.** Install driveway/parking area and obtain CO for restroom building.
  - Install Dominion lighting in July.
  - Prepare Change Order request for additional seating areas adjacent to the dock.
  - Obtain construction documents for Squire Pope Cottage in second quarter of FY 2021.

5. Oscar Frazier Park

- Survey and design of perimeter sidewalks are complete.
- Obtained new bids for sidewalk construction on 2/24/20.

- **Next Steps**
  - Revised bids exceeded budget and sidewalk will be installed in FY 2021.

6. Veterans Memorial

- Project is substantially complete.
- Southern Palmetto Landscape and Grand Oaks Construction have completed punch list items.
- Engraved bricks have been installed.
- **Next Steps**
  - Install dedication plaque prior to dedication.

7. New Riverside Barn/Park

- Surveying and public input sessions are complete. Survey results were presented at January Town Council Workshop.
- Received initial Concept Plans from consultants in March.
- Requested additional design services from Hart Howerton and plans were reviewed on 6/24/20.
- Submitted grant application to LWCF for initial phase of the project.
- **Next Steps**
  - Hart Howerton to complete Conceptual Master Plan alternatives and Conceptual Architectural Plan for the barn renovation.
  - Present progress plans to Council at the October Workshop.
  - Complete construction drawings of Phase 1 development in FY 2021.
  - Phase 1 construction is anticipated to begin in FY 2022.

TOWN FACILITIES AND MISCELLANEOUS PLANNING

1. Buckwalter Place Multi-County Commerce Park

- Site development and landscape plans for the LEC expansion are complete and sent to permitting agencies.
- Invitation for Bid will be reissued for the LEC Expansion Site Development in August.
- **Next Steps**
  - Complete final landscaping and punch list items at the park.
  - Obtain bids for the LEC site work and prepare contract for Town Council approval in September.
  - Continue infrastructure planning for the Town's future development parcels. Final design and construction pending clarification of project scope and FY 2021 budget approval.
  - Prepare preliminary design for Restroom facility at the new park.

2. Town of Bluffton Housing Project

- Surveying and geotechnical services complete for 1095 May River Road and 115 Bluffton Road sites.
- Evaluation and interviews of proposed joint venture partners are underway.

- **Next Steps**
  - Preparation of Joint Venture Partners Agreement.
  - Planning and design to begin in FY 2021.

3. Ghost Roads

- Surveying is underway for easement exhibits.
- Pritchard Street Quit Claim Deed exhibits are complete. The Town Attorney is working on finalizing the document with Beaufort County.
- Staff is meeting with property owners to raise awareness of the acquisition efforts and communicate next steps.
- **Next Steps**
  - Continue meeting with property owners and obtaining quit claim deeds.

DIVISION/STAFF UPDATES

Project Management

Thirty-two (32) CIP projects are currently in progress. Don Ryan Center, Veteran Memorial and Phase 4 sidewalks have recently been completed. CIP projects including Wright Family Park, Buckwalter Park, Calhoun Street Dock, BIS Phase 5 sewer and BIS Phase 5 sidewalks are currently under construction. The LEC Expansion, Pritchard Street Sewer, Jason Able Sewer Extension and the Boundary Street Lighting projects are expected to start construction in the summer of 2020.

Watershed Management

1. Southern Lowcountry Regional Board (SoLoCo)

a. Southern Lowcountry Regional Stormwater Ordinance and Design Manual

- Via concurrence of the Mayor and direction by the Town Manager, staff has participated in the SoLoCo Technical Working Group to develop a regional stormwater model ordinance and design manual and investigate the viability of a regional stormwater authority.
- Final documents have been delivered and staff is conducting internal review for consistency with the Unified Development Ordinance prior to Legal Review.
- **Next Steps**
  - Anticipated presentation on 7/28/20 to SoLoCo to request a recommendation for adoption by each partner jurisdiction.

b. Sea Level Rise Task Force

- Following Beaufort County's presentation and request for regional participation at the 10/22/19 SoLoCo meeting, staff is attending the Sea Level Rise Task Force meetings to discuss a possible No Fill Ordinance and county-wide adaptation strategies.

- Meetings continue to discuss projected impacts of sea level rise on the region with a focus on ways that local government can respond through policies, ordinances and projects to mitigate the potential impacts of sea level rise.
- **Next Steps**
  - Internal staff reviews of draft documents to offer feedback to Task Force prior to finalizing documents for Beaufort County to present and request a recommendation from SoLoCo for regional partners to adopt.

2. Joint Councils Meeting for Watershed Management Initiatives

- BJWSA developed their CIP list for FY 2020 sewer projects which does not include any projects in the County's jurisdiction in the May River Headwaters without cost-sharing.
- Following the Joint Councils Meeting with BJWSA, held on 2/25/20, staff from Beaufort County and Town of Bluffton met to discuss sewer extension scope and strategy on 2/27/20.
- Staff from the Town, County, and BJWSA met via Zoom 3/27/20 to confirm project scope, cost, and potential project manager. the last project cost estimate to extend, connect, and abandon septic in the Stoney Creek project area is $4.7 million (B. Chemsak email 7/22/19) but they anticipate those numbers increasing to $5.5 million. The proposal is 1/3 cost-share, so the Town's portion would be approximately $1.83 million. Beaufort County has not formally agreed or committed any funding.
- Neither BJWSA nor Beaufort County have committed funds in FY 2021 to begin sewer extension.
- Town Manager, Director of Engineering and staff met with BJWSA General Manager, Engineer and staff on 6/5/20 to discuss how to move the project forward.
- **Next Steps**
  - Staff to work with BJWSA staff to prepare Project Information Sheet to include scope, cost, cost-share, exhibits, and timeline for project implementation by 7/31/20.

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

4. May River Watershed Action Plan Implementation Summary - Attachment 2

5. MS4 Minimum Control Measure (MCM) - #1 Public Education and Outreach, and MS4 MCM - #2 Public Participation and Involvement

- Beaufort County Stormwater Utility Board meeting on 6/10/20 was canceled due to COVID-19.
- May River Watershed Action Plan Advisory Committee meeting was canceled due to lack of Agenda items. **Attachment 3**

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

- Stormwater Infrastructure Inventory Map - **Attachment 4a**
- *E. coli* Concentrations Trend Map - **Attachment 4b**
- Monthly, Microbial Source Tracking (MST) Maps - **Attachments 4c and 4d**
  - Town staff coordinates with the SC Department of Health and Environmental Control (SCDHEC) to pull MST samples concurrently with the state's routine shellfish harvesting water quality sampling at stations 19-19, 19-19A, 19-19B, 19-19C, 19-24, and 19-16. SCDHEC did not conduct regulatory sampling in June. SCDHEC sampling will resume on 7/7/20.
- Illicit Discharge Investigations – **Attachment 4e**

7. MS4 MCM – #4 Construction Site Stormwater Runoff Control – Attachment 5

8. MS4 MCM – #5 Stormwater Plan Review and Related Activity – Attachment 6

9. MS4 MCM – #6 Good Housekeeping (Staff Training/Education)

- Staff completed Clemson Extension's Certified Erosion Prevention Sediment Control Inspector recertification (CEPSCI) training.

10. Citizen Drainage, Maintenance, and Inspections Concern Map – Attachment 7

11. Citizen Request for Watershed Management Services & Activities – Attachment 8

<u>Public Works</u>

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

- Performed weekly, street sweeping on Calhoun Street, Highway 46, Bruin Road, May River Road, Pin Oak Street, and curbs and medians on Simmonsville and Buck Island Roads.
- Performed ditch inspections
  - Arrow ditch (2,569 LF)
  - Red Cedar ditch (966 LF)
  - Buck Island roadside ditch (15,926 LF)
  - Simmonsville roadside ditch (13,792 LF)
- Ongoing roadside mowing, litter clean-up and maintenance of Master's 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.
- Ongoing mowing of the New River side trail and field at New River barn.
- Beautification Program –Landscape Maintenance - ongoing routine.

2. Facilities

- Facilities and Parks Maintenance - ongoing routine.

3. Public Works Activities Report - Attachment 9

Attachments

1. SCDHEC Shellfish Harvesting Monitoring Data Year-to-Date
    a. SCDHEC May River Shellfish Harvesting Status Exhibit
2. May River Watershed Action Plan Implementation Summary*
3. MS4 Minimum Control Measures #1 and #2 – May River Watershed Action Plan Advisory Committee 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 – Human Source
    d. Microbial Source Tracking Map – All Sources
    e. Illicit Discharge Investigations
5. MS4 Minimum Control Measure #4 – Construction Site Stormwater Runoff Control
6. MS4 Minimum Control Measure #5 – Stormwater Plan Review and Related Activity
7. Citizen Drainage, Maintenance and Inspections Concern Map
8. Citizen Request for Watershed Management Services and Activities Map
9. Public Works Activities Report

* Attachment noted above includes the latest updates in bold and italic font.

SCDHEC Shellfish Harvesting Monitoring Data Year-to-Date
May River Headwaters Shellfish Stations

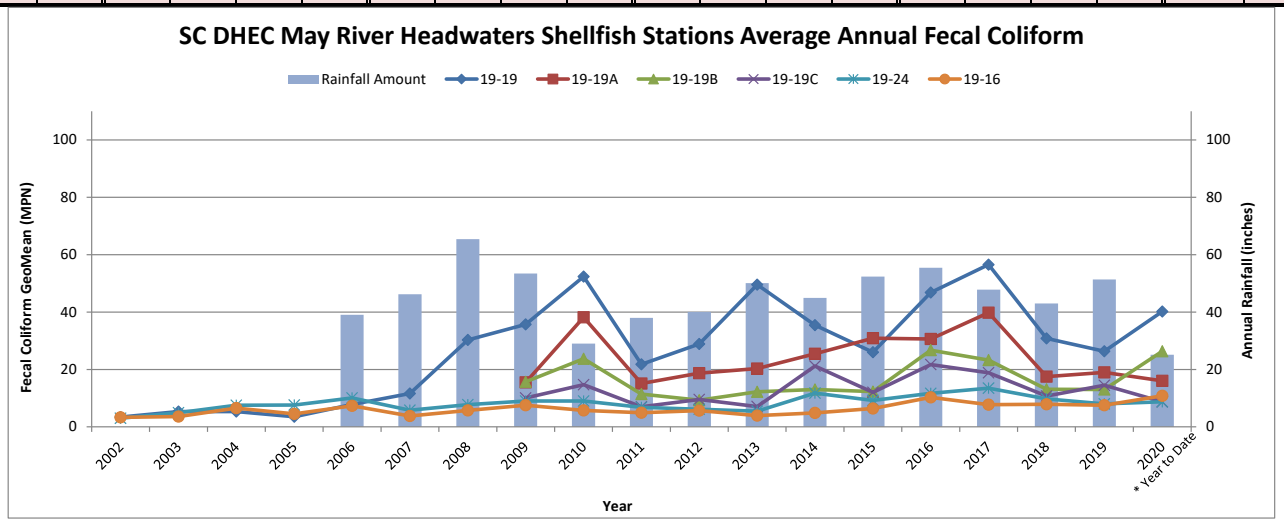
ATTACHMENT 1

	19-19				19-19A				19-19B				19-19C				19-24				19-16			
	2017	2018	2019	2020	2017	2018	2019	2020	2017	2018	2019	2020	2017	2018	2019	2020	2017	2018	2019	2020	2017	2018	2019	2020
	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	1600.0	79.0	170.0		920.0	49.0	33.0		540.0	33.0	140.0		240.0	46.0	33.0		220.0	23.0	13.0		49.0	21.0	110.0	
November	49.0	49.0	17.0		33.0	13.0	6.8		7.8	23.0	7.8		31.0	17.0	11.0		2.0	17.0	4.5		2.0	7.8	2.0	
October	22.0	79.0	7.8		49.0	23.0	4.5		33.0	7.8	2.0		23.0	7.8	4.5		6.8	7.8	1.8		2.0	2.0	2.0	
September	17.0	49.0	79.0		7.8	23.0	33.0		11.0	13.0	6.8		4.5	17.0	17.0		2.0	17.0	4.5		1.8	17.0	1.8	
August	79.0	70.0	70.0		70.0	23.0	49.0		21.0	13.0	33.0		33.0	4.5	22.0		33.0	7.8	7.8		33.0	17.0	17.0	
July	350.0	23.0	4.5		110.0	33.0	13.0		130.0	11.0	7.8		49.0	7.8	17.0		49.0	13.0	22.0		22.0	4.5	13.0	
June	23.0	11.0	33.0	NS	49.0	23.0	49.0	NS	13.0	23.0	49.0	NS	17.0	7.8	46.0	NS	7.8	4.5	13.0	NS	4.5	1.8	4.5	NS
May	17.0	17.0	7.8	Pending	23.0	33.0	9.2	Pending	7.8	17.0	7.8	Pending	2.0	13.0	2.0	Pending	23.0	23.0	6.8	Pending	4.5	13.0	4.5	Pending
April	7.8	33.0	23.0	33.0	23.0	13.0	13.0	33.0	4.5	17.0	7.8	13.0	7.8	17.0	6.8	6.8	13.0	49.0	23.0	13.0	4.5	17.0	6.8	13.0
March	350.0	22.0	23.0	170.0	11.0	21.0	23.0	49.0	33.0	4.5	6.8	130.0	13.0	11.0	13.0	49.0	13.0	7.8	7.8	70.0	33.0	9.3	4.5	33.0
February	13.0	17.0	64.0	17.0	7.8	7.8	33.0	7.8	13.0	17.0	23.0	21.0	9.3	17.0	31.0	4.5	4.5	2.0	6.8	4.5	1.8	7.8	13.0	6.8
January	95.0	13.0	23.0	95.0	79.0	2.0	23.0	33.0	31.0	4.5	13.0	33.0	49.0	2.0	33.0	17.0	27.0	1.8	7.8	17.0	33.0	4.5	23.0	17.0
Additional Samples																								
Additional Samples																								
Average Annual GeoMean	56.5	30.8	26.4	54.9	39.8	17.5	19.0	25.4	23.3	13.1	13.0	32.9	18.8	10.7	14.5	12.6	13.5	9.8	8.0	16.2	7.7	7.9	7.5	14.9
** Truncated GeoMetric Mean	44.0	42.0	35.0	29.0	36.0	29.0	23.0	17.0	20.0	20.0	16.0	13.0	16.0	15.0	14.0	12.0	10.0	10.0	10.0	8.0	7.0	8.0	7.0	7.0
** Truncated 90th Percentile	203.0	176.0	168.0	92.0	133.0	115.0	89.0	48.0	83.0	71.0	63.0	42.0	57.0	56.0	52.0	35.0	37.0	44.0	38.0	25.0	29.0	30.0	32.0	27.0

NS = No Sample

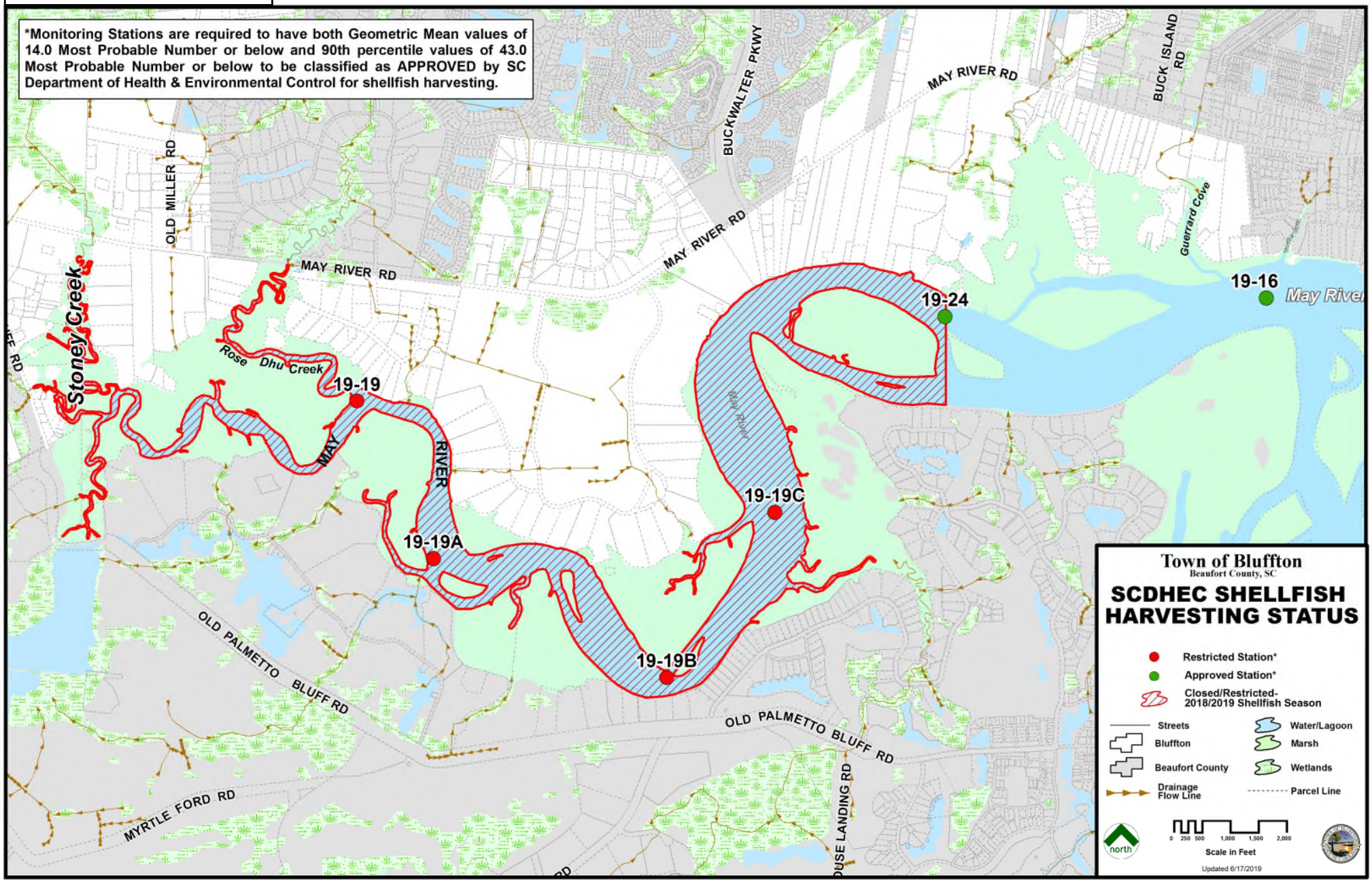
AS = Additional Samples

** Town staff calculations utilizing DHEC statistics



ATTACHMENT 1a

May River Headwaters



ACTIVITY - FINANCIAL	STATUS
Funding Opportunities	2/27/20 May River Watershed Action Plan Advisory Committee recommended a Stormwater Utility Fee increase to $150 for Council's consideration for Tax Year 2020. ***Council unanimously adopted $115 SWU Fee and NPDES-related Fees on 6/9/20.*** ***Staff submitted a full proposal on 6/24/20, for May River 319 Grant Phase 5 - Bridge Street Retrofit for stormwater treatment for $179,900 grant funds.***
ACTIVITY - POLICIES	**STATUS**
Sewer Connection & Extension Policy	*Completed 2017.*
Septic to Sewer Conversion Program	*Completed 2018.*
Sewer Connection Ordinance and Ordinance Amendment	*Completed 2015 and 2018, respectively.*
Southern Lowcountry Regional Stormwater Ordinance and Design Manual	***Current project updates are included in Engineering Consent Agenda under "Southern Lowcountry Regional Board (SoLoCo)."***
ACTIVITY - PROJECTS	**STATUS**
Sanitary Sewer Extension	**Completed Buck Island/Simmonsville Road (BIS) Phases I, II, III, IV; Toy Fields; and Jason/Able.** Six project phases of Historic District sewer extension are proposed in the 5-year Capital Improvement Program. ***Current project updates are included in Engineering Consent Agenda under "Sewer & Water."***
May River 319 Grant Phase 1 - New Riverside Pond (Grant award of $483,500 in 2009)	*Completed 2013.*
May River 319 Grant Phase 2 - Pine Ridge (Grant award of $290,000 in 2011)	*Completed 2016.*
May River 319 Grant Phase 3 - Town Hall Parking Retrofit (Grant award of $231,350 in 2016)	*Completed 2019*.
May River 319 Grant Phase 4 - Sanitary Sewer Connections (Grant award of $365,558.36 in 2019)	Grant to construct 49 sewer lateral connections in Poseys Court, Little Aaron and Historic District Phases 1 and 2. ***Current project updates are included in Engineering Consent Agenda under "Sewer & Water."***
Stoney Creek Wetlands Restoration: Preliminary Design Phase	Project on hold following Council direction on 5/31/17.
May River Watershed Water Quality Model	Contract awarded to McCormick Taylor with final deliverables anticipated 8/20.
ACTIVITY - PROGRAMS	**STATUS**
Public Outreach/Participation/Involvement (MS4 Minimum Control Measures #1 & 2)	Outreach and involvement efforts continue through county-wide partnership with Carolina Clear as Lowcountry Stormwater Partners - Neighbors for Clean Water, through local cleanups, civic group presentations, and the May River Watershed Action Plan Advisory Committee. ***Current updates are included in Engineering Consent Agenda and Attachment 3.***
Infrastructure Mapping/GIS (MS4 Minimum Control Measure #3)	Data points continue to be collected with new development to meet MS4 requirements & populate water quality model. ***Current updates are included in Engineering Consent Agenda Attachment 4a.***

ACTIVITY - PROGRAMS continued	STATUS continued
Water Quality Monitoring Program (MS4 Minimum Control Measure #3)	1. SCDHEC Shellfish monitoring results and map 2. *E. coli* bacteria "hot spot" concentrations 3. Microbial Source Tracking of bacteria 4. Illicit Discharge investigation and monitoring 5. BMP efficacy monitoring 6. MS4 monitoring ***Current updates are included in Engineering Consent Agenda Attachments 1, 1a, 4b - 4d.***
Illicit Discharge Detection & Elimination (IDDE) Program (MS4 Minimum Control Measure #3)	Response to reported and observed non-stormwater discharges to the stormwater drainage system. ***Current updates are included in Engineering Consent Agenda Attachment 4e.***
Construction Site Stormwater Runoff Control Program (MS4 Minimum Control Measure #4)	Sediment and erosion control inspections with escalating enforcement response. ***Current updates are included in Engineering Consent Agenda Attachment 5.***
Stormwater Plan Review & Related Activity Program (MS4 Minimum Control Measure #5)	SCDHEC delegated plan review-related activities. ***Current updates are included in Engineering Consent Agenda Attachment 6.***
Ditch Inspection/Maintenance Program (MS4 Minimum Control Measure #6)	Continued coordination with SCDOT, Beaufort County and Town Public Works to inspect and maintain ditches within the Town's jurisdiction. ***Current updates are included in Engineering Consent Agenda Attachment 7.***
Neighborhood Assistance Program - Septic System Maintenance Program	On-going assistance offered to Town residents regardless of financial status through Neighborhood Assistance Program (NAP). ***Current updates are provided in Growth Management Consent Agenda.***

PUBLIC NOTICE

THE MAY RIVER WATERSHED ACTION PLAN ADVISORY COMMITTEE (WAPAC)

Meeting scheduled for

Thursday, June 25, 2020 at 9:00 A.M.

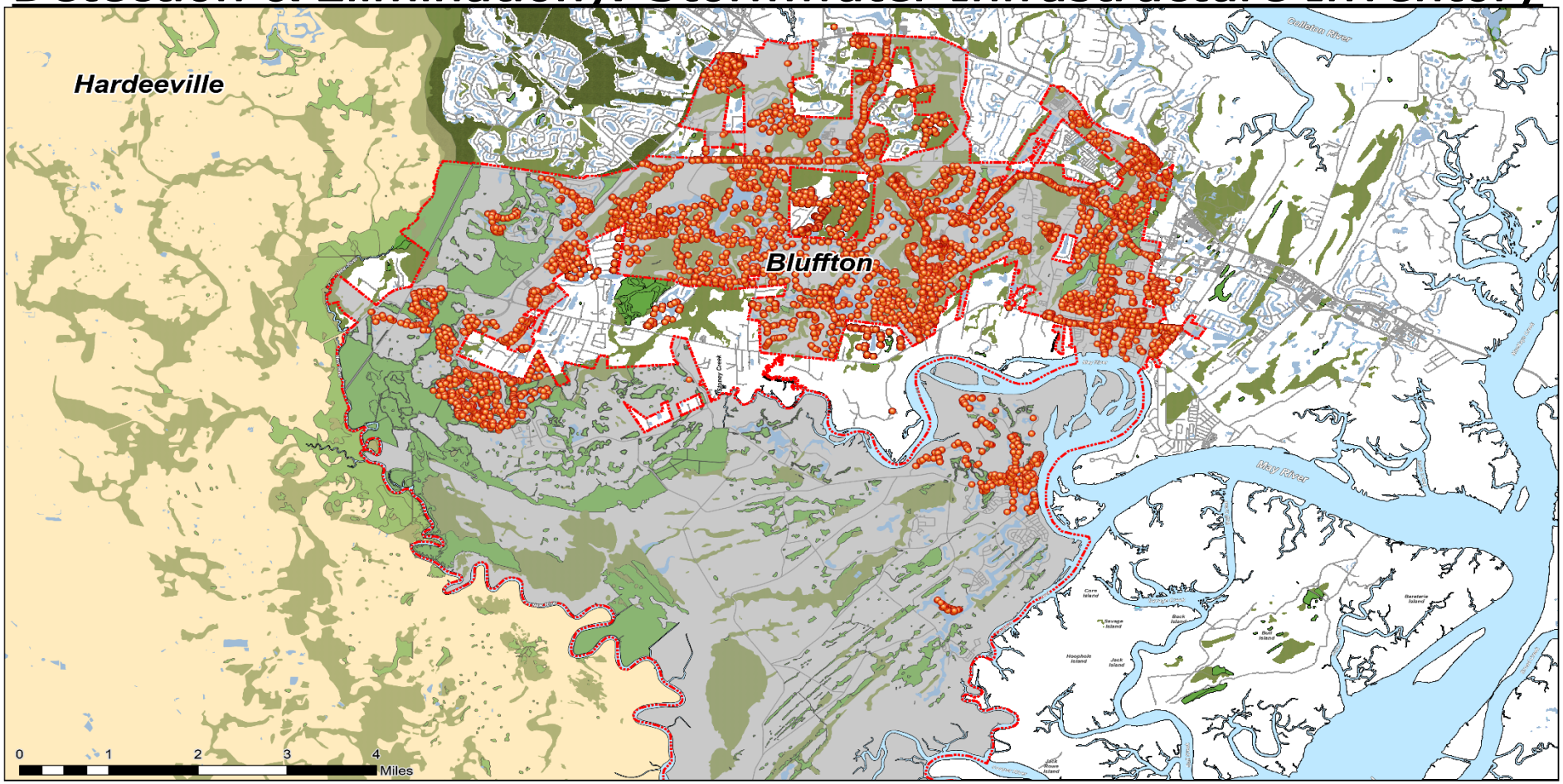
has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Thursday, July 23, 2020

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

ATTACHMENT 4a

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



SW STRUCTURE
SW PIPE
TOWN OF BLUFFTON
BEAUFORT COUNTY
JASPER COUNTY
WETLAND
WATER
ROADS

Town of Bluffton
Beaufort County, SC

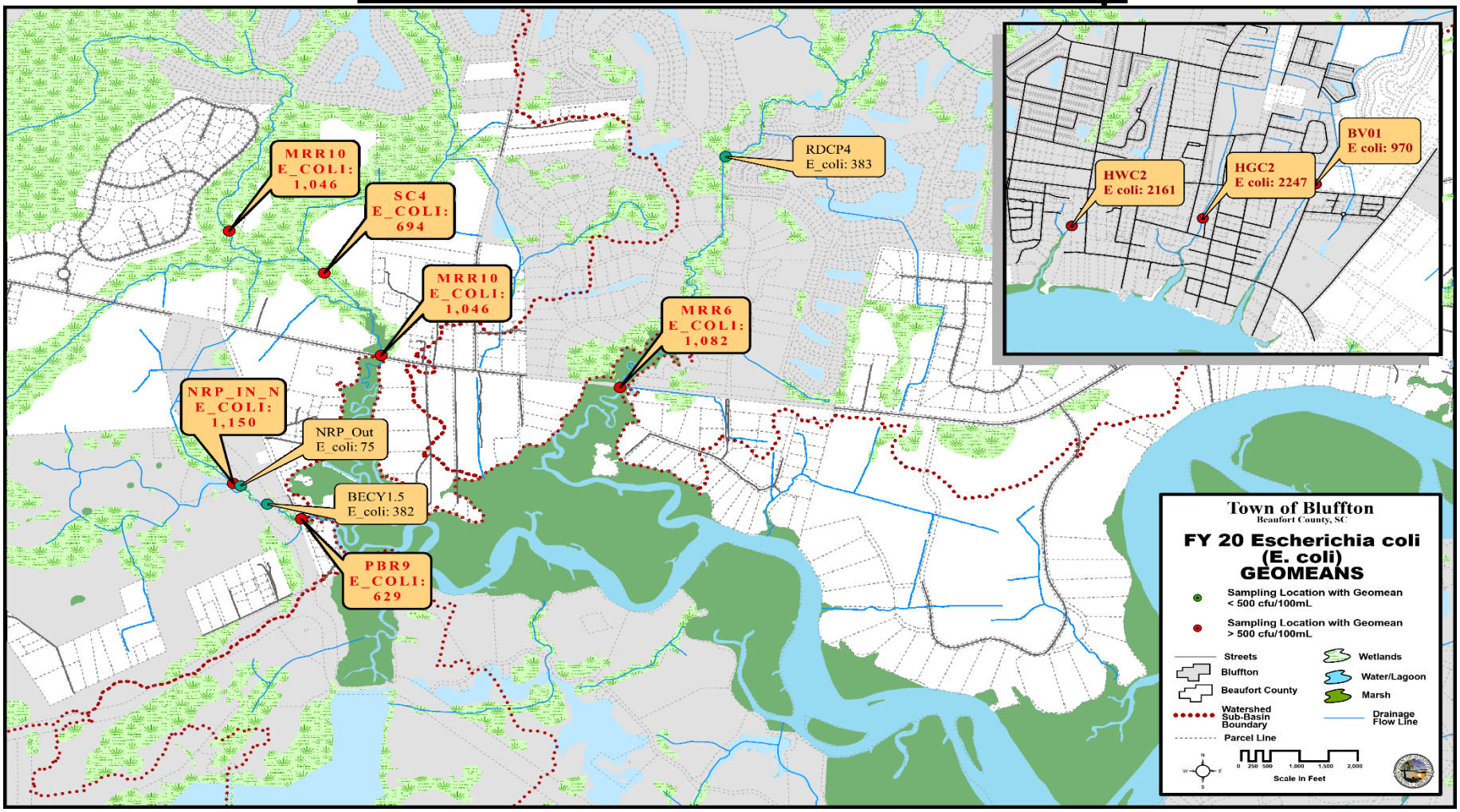
STORMWATER INFRASTRUCTURE

Updated Date: 6/24/2020

Stormwater Infrastructure Inventory Collection Status	
FY 2020 YTD Collection Totals	4,878
FY 2019 Collection Totals	2,925
FY 2018 Collection Totals	3,777

ATTACHMENT 4b

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



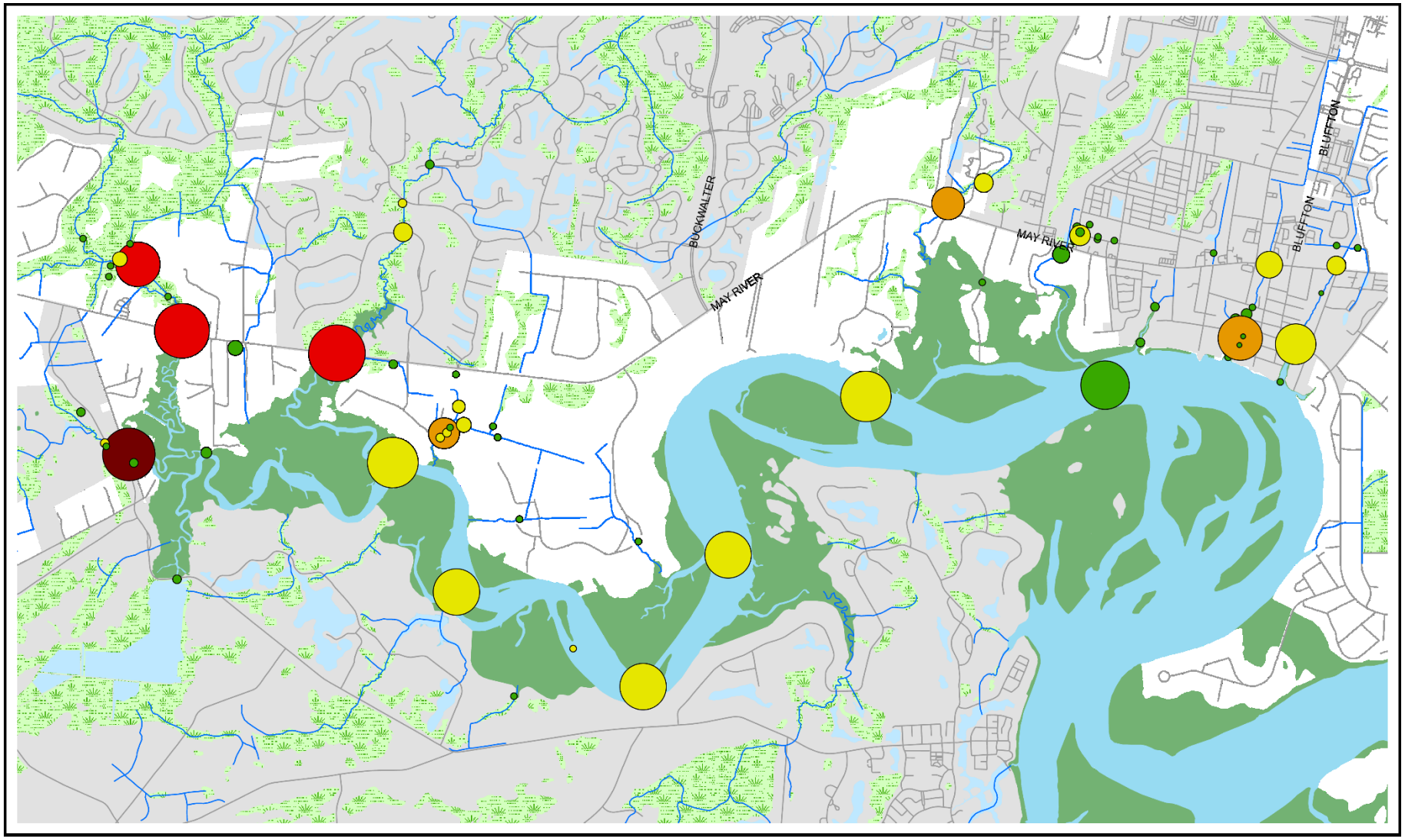
E coliform geomeans updated as of: 6/24/2020

	USCB Water Quality Samples	Microbial Source Tracking Samples	MS4 Quarterly Samples Collected
FY 2020 YTD Totals	223	115	123
FY 2019 Totals	280	193	264
FY 2018 Totals	216	217	224
FY 2017 Totals	307	179	224

- MST program began November 2016; MS4 Quarterly Sampling initiated 2/2017
- Totals include only samples submitted for laboratory analysis, and not *in situ* parameters.

ATTACHMENT 4c

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



Town Jurisdiction
Beaufort County
Drainage Flow Lines

Positive Hits
0 1-3 3-6 6-9 >10

Times Sampled
1 - 3 4 - 6 7 - 10 >10

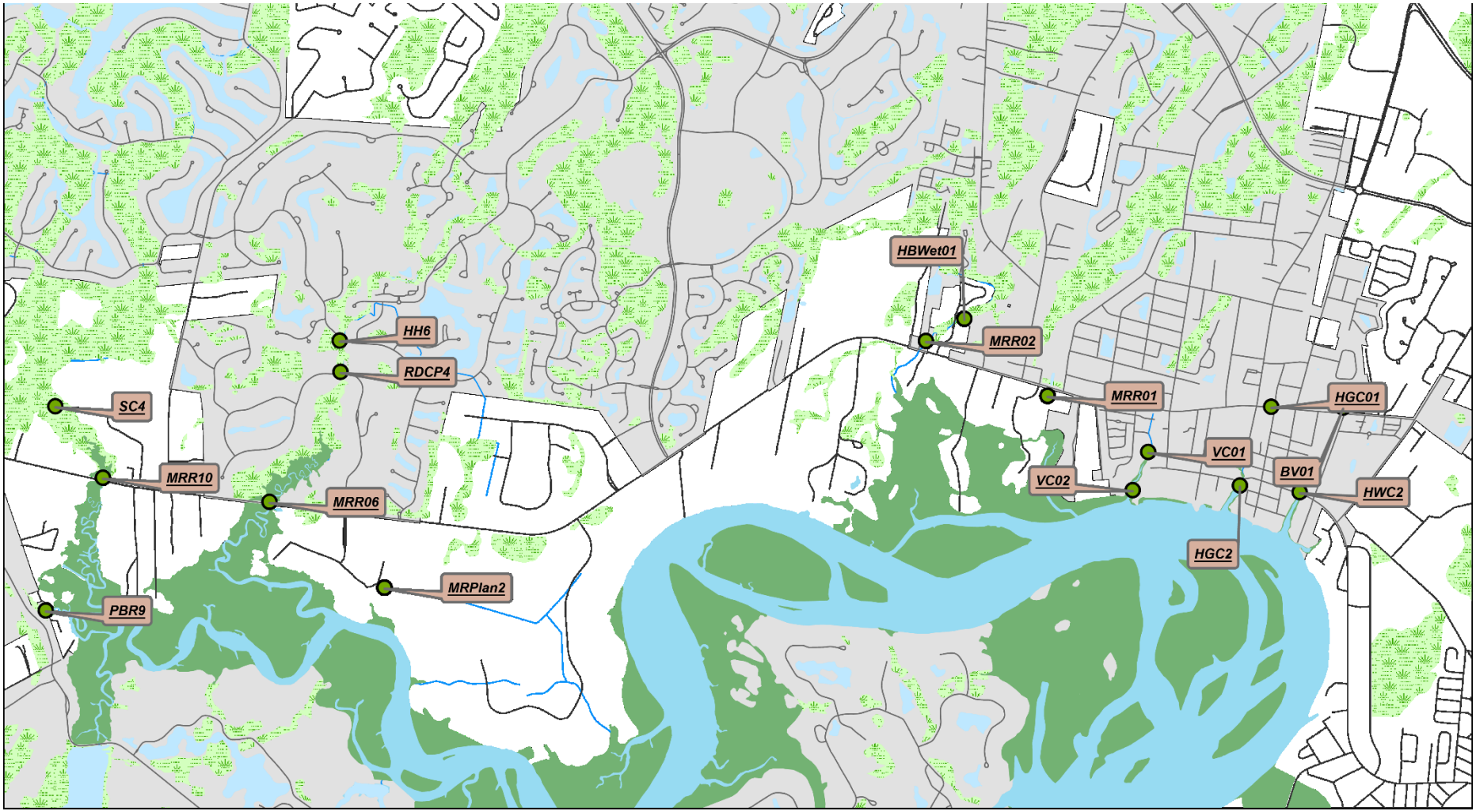
Size of dot correlates to # of times the site has been sampled.

Updated Date: 6/24/2020

N W E S

ATTACHMENT 4d

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



Microbial Sources
Human
Bird
Deer
Dog
Horse

MST Sampling Location Without Detection
Flowline
Street
Town Jurisdiction
County Jurisdiction

MICROBIAL SOURCE TRACKING RESULTS

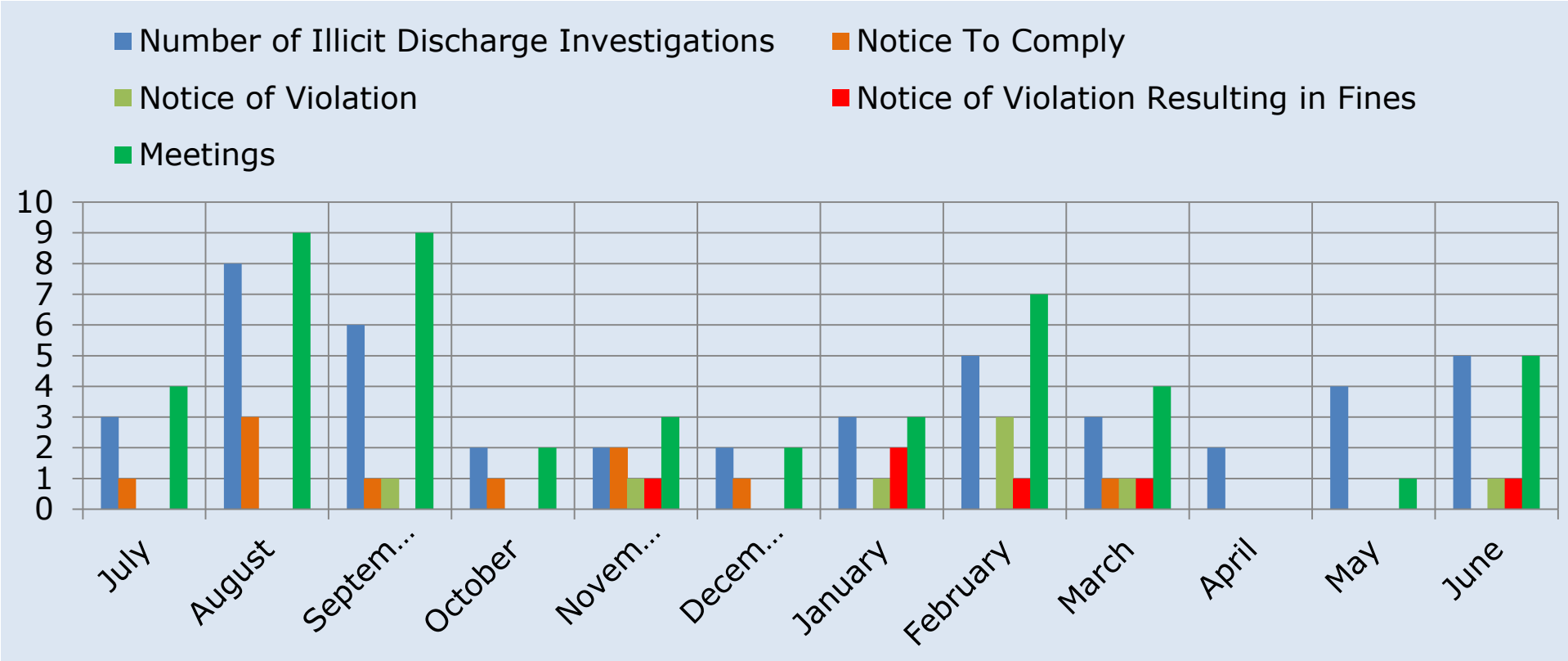
Sampling Date 4/16/2020

Town of Bluffton
Beaufort County, SC

N
W
E
S

ATTACHMENT 4e

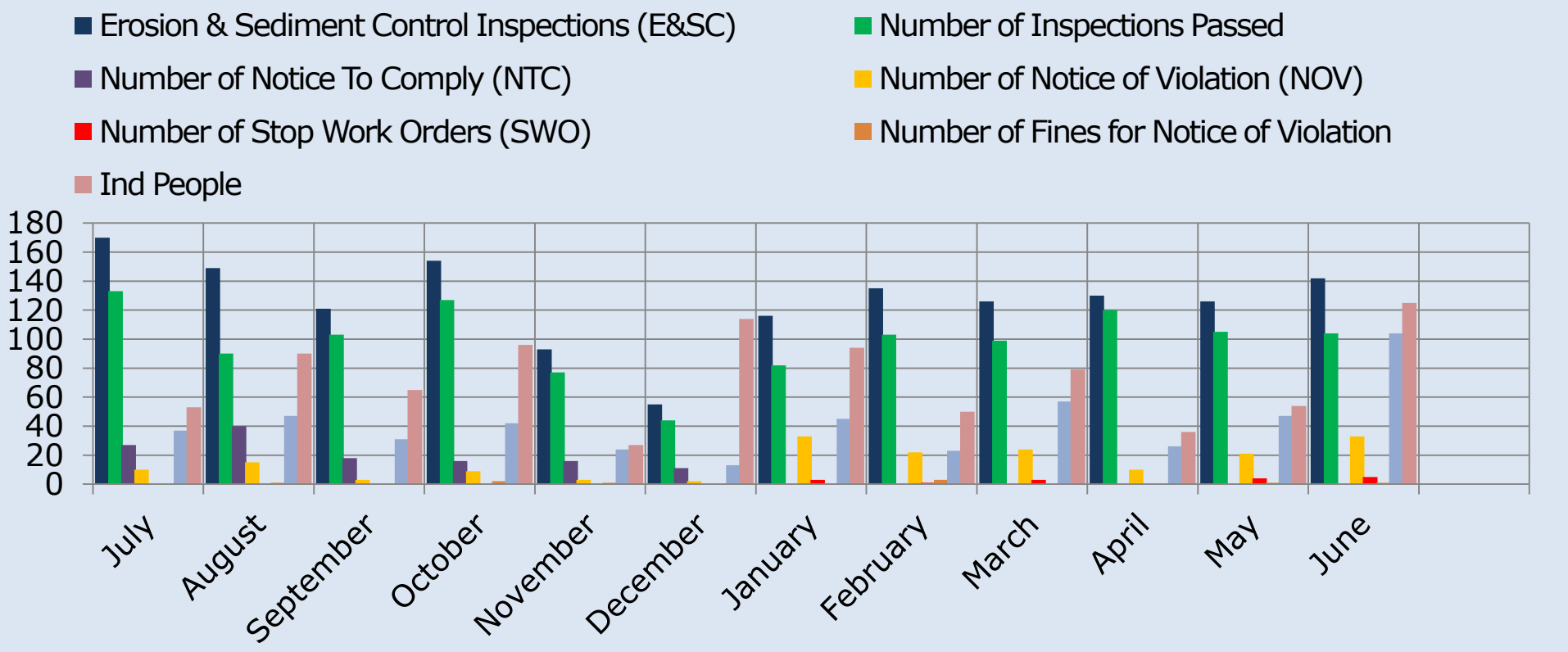
MS4 Minimum Control Measure #3 – IDDE: Illicit Discharge Investigations



	Number of Illicit Discharge Investigations	Number of Notices To Comply Issued	Number of Notices of Violation Issued	Number of NOV Enforcement Actions	Number of Meetings
FY 2020 YTD Totals	45	10	8	6	49
FY 2019 Totals	38	20	3	1	61
FY 2018 Totals	48	20	4	2	60

ATTACHMENT 5

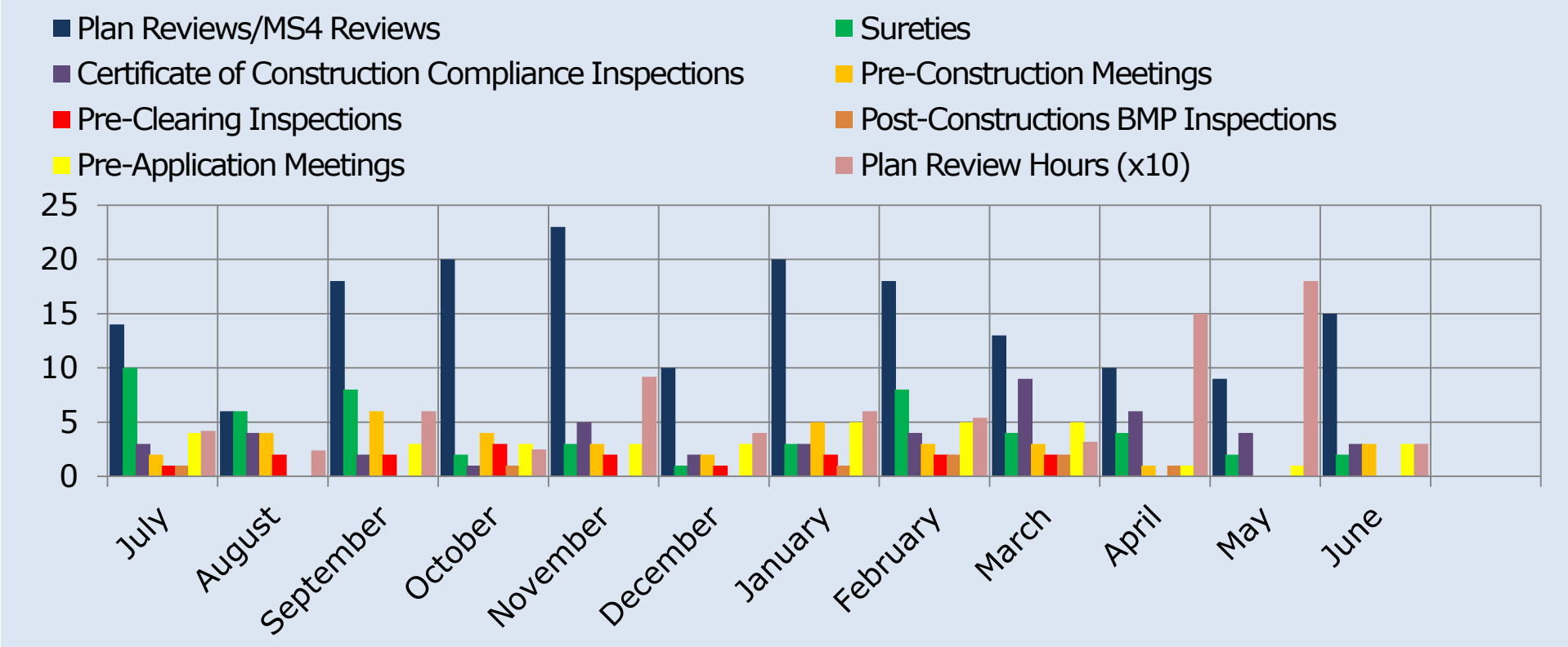
MS4 Minimum Control Measure #4 - Construction Site Stormwater Runoff Control



	Number of Sediment & Erosion Control Inspections	Number of Inspections Passed	Number of NTC Issued	Number of NOVs Issued	Number of SWO Issued	Number of NOV Enforcement Actions	Number of E&SC Meetings
FY 2020 YTD Totals	1,517	1187	128	185	16	9	496
FY 2019 Totals	1,688	1,384	254	72	N/A	7	403
FY 2018 Totals	1,504	1,159	300	83	N/A	10	499

ATTACHMENT 6

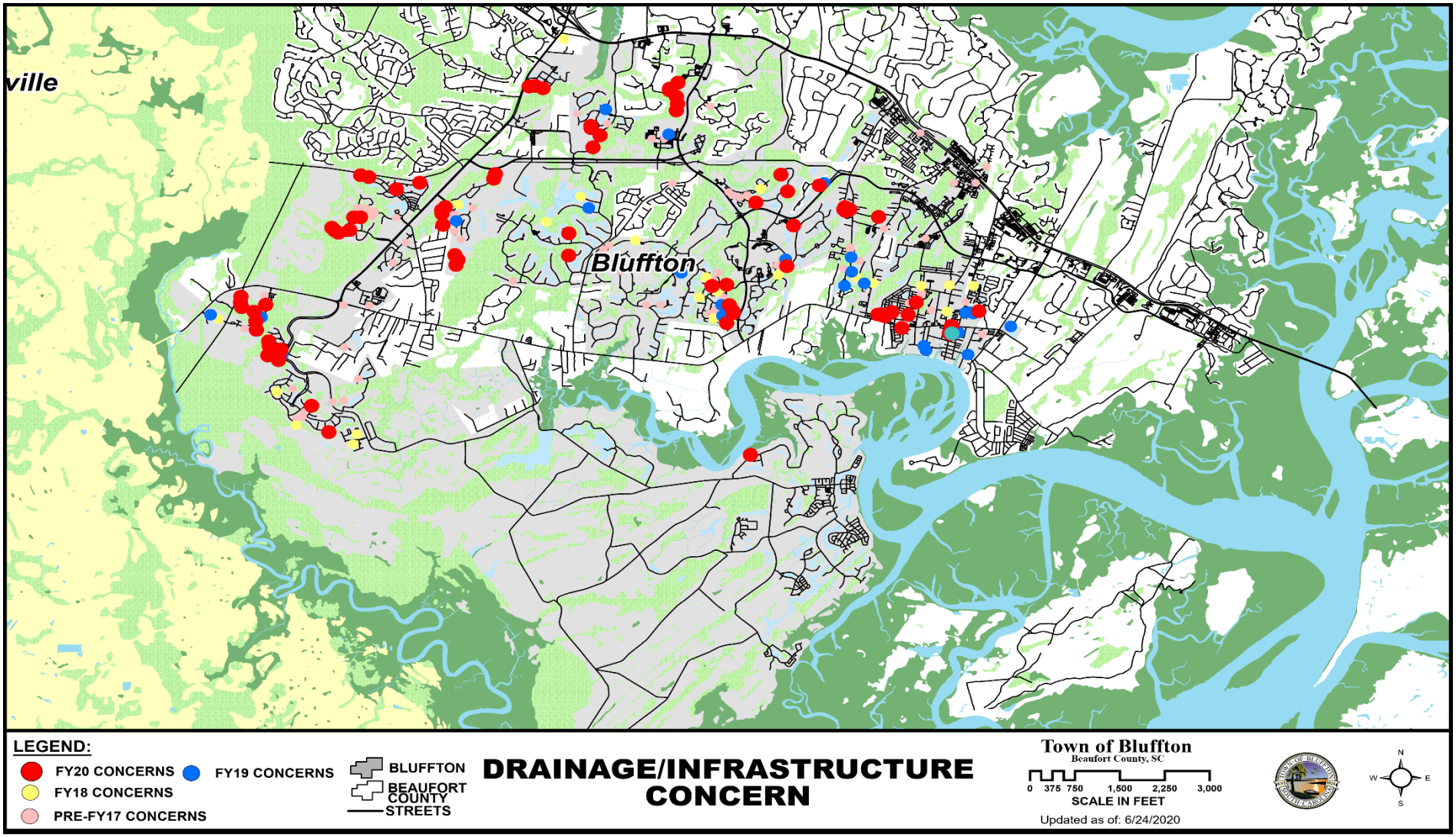
MS4 Minimum Control Measure #5
Stormwater Plan Review & Related Activity



	Plan Reviews MS4 Reviews	Sureties	Certificate of Construction Compliance Inspections	Pre-Construction Meetings	Pre-Clearing Inspections	Post Construction BMP Inspections	Pre-Application Meetings	Total Plan Review Hours
FY 2020 YTD Totals	176	53	46	36	17	8	36	789 Hrs.
FY 2019 Totals	208	52	53	47	37	27	63	1,040 Hrs.
FY 2018 Totals	242	59	50	32	32	88	88	1,210 Hrs.

ATTACHMENT 7

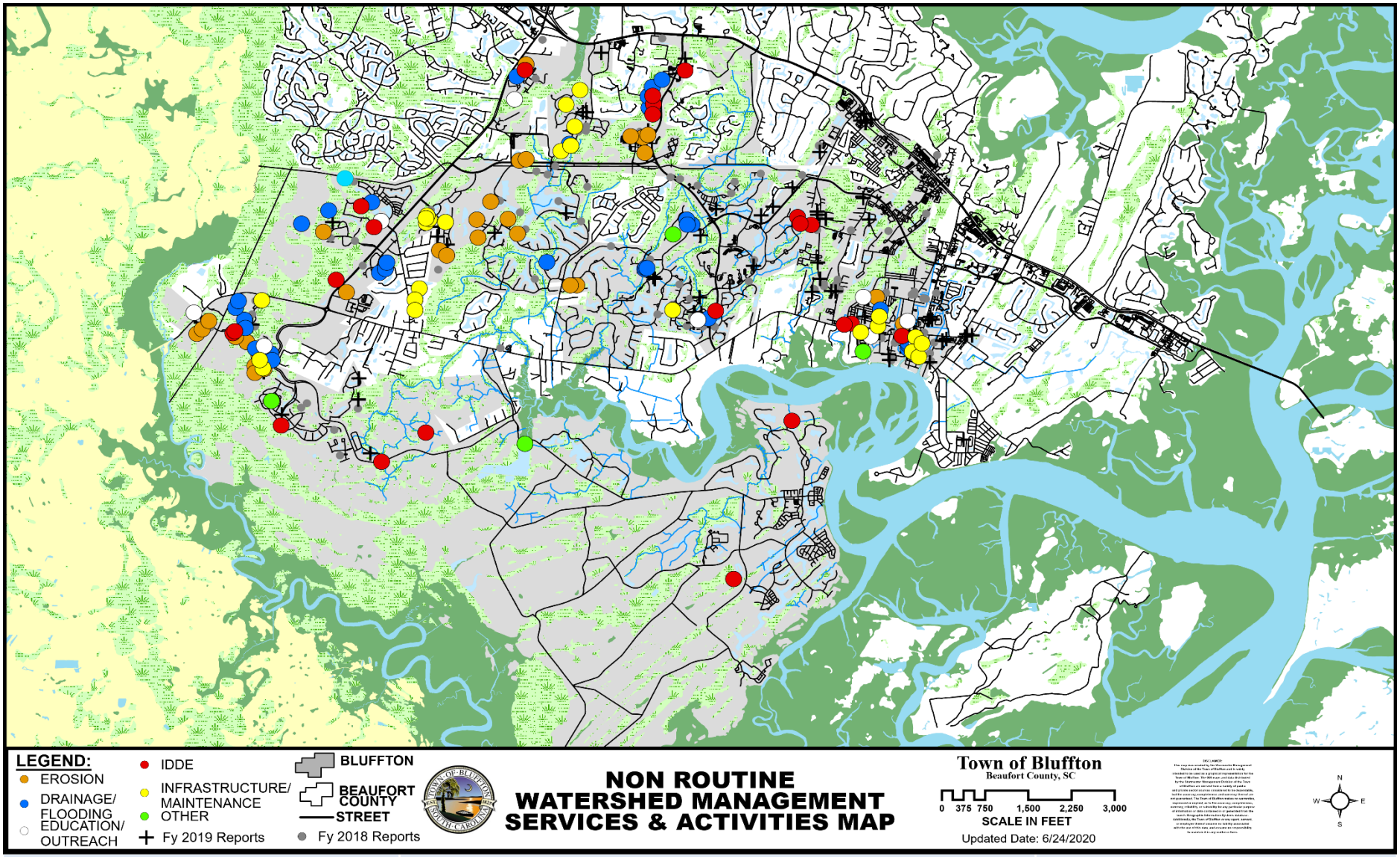
Citizen Drainage, Maintenance and Inspections Concerns Map



	Number of Drainage Concerns Investigated	Number of Meetings
FY 2020 YTD Totals	68	76
FY 2019 Totals	54	59
FY 2018 Totals	48	75

ATTACHMENT 8

Citizen Request for Watershed Mngt. Services & Activities Map



	Number of Citizen Requests Investigated	Number of Meetings
FY 2020 YTD Totals	99	102
FY 2019 Totals	75	79
FY 2018 Totals	53	82

Public Works Activity Report

Week	# of Activities	Labor Cost	Equipment Cost	Other Cost	Total
FY20WK1	65	$1,311.00	$209.00	$0.00	**$1,520.00**
FY20WK2	89	$2,547.00	$878.00	$0.00	**$3,425.00**
FY20WK3	81	$3,321.00	$975.00	$559.00	**$4,856.00**
FY20WK4	40	$2,396.00	$803.00	$0.00	**$3,199.00**
FY20WK5	63	$2,051.00	$388.00	$0.00	**$2,439.00**
FY20WK6	75	$2,566.00	$622.00	$0.00	**$3,187.00**
FY20WK7	81	$2,939.00	$1,172.00	$0.00	**$4,112.00**
FY20WK8	71	$3,059.00	$3,013.00	$0.00	**$6,072.00**
FY20WK9	56	$1,643.00	$2,099.00	$243.00	**$3,985.00**
FY20WK10	8	$810.00	$483.00	$0.00	**$1,293.00**
FY20WK11	83	$3,456.00	$2,856.00	$73.00	**$6,385.00**
FY20WK12	66	$3,824.00	$4,161.00	$0.00	**$7,985.00**
FY20WK13	41	$1,758.00	$2,001.00	$0.00	**$3,760.00**
FY20WK14	50	$3,555.00	$3,619.00	$1,677.00	**$8,851.00**
FY20WK15	59	$3,461.00	$3,222.00	$2,034.00	**$8,717.00**
FY20WK16	48	$3,200.00	$1,682.00	$207.00	**$5,090.00**
FY20WK17	51	$3,479.00	$2,386.00	$0.00	**$5,865.00**
FY20WK18	68	$4,041.00	$3,823.00	$0.00	**$7,863.00**
FY20WK19	53	$3,002.00	$1,903.00	$0.00	**$4,904.00**
FY20WK20	41	$2,392.00	$1,519.00	$0.00	**$3,911.00**
FY20WK21	77	$3,811.00	$3,216.00	$84.00	**$7,112.00**
FY20WK22	50	$2,058.00	$1,226.00	$49.00	**$3,333.00**
FY20WK23	59	$2,791.00	$1,746.00	$0.00	**$4,538.00**
FY20WK24	82	$3,176.00	$3,354.00	$83.00	**$6,613.00**
FY20WK25	92	$3,539.00	$3,140.00	$30.00	**$6,709.00**
FY20WK26	47	$1,457.00	$766.00	$0.00	**$2,223.00**
FY20WK27	54	$2,350.00	$1,281.00	$181.00	**$3,813.00**
FY20WK28	80	$4,488.00	$3,468.00	$347.00	**$8,303.00**
FY20WK29	87	$3,466.00	$2,985.00	$114.00	**$6,566.00**
FY20WK30	68	$3,077.00	$3,470.00	$180.00	**$6,728.00**
FY20WK31	66	$3,883.00	$2,581.00	$0.00	**$6,464.00**
FY20WK32	53	$4,675.00	$3,580.00	$671.00	**$8,927.00**
FY20WK33	66	$3,666.00	$2,802.00	$107.00	**$6,575.00**
FY20WK34	77	$3,440.00	$2,978.00	$0.00	**$6,419.00**
FY20WK35	79	$3,426.00	$4,112.00	$0.00	**$10,148.00**
FY20WK36	87	$3,222.00	$1,966.00	$0.00	**$5,429.00**
FY20WK37	106	$4,471.00	$2,567.00	$0.00	**$7,338.00**
FY20WK38	16	$1,538.00	$891.00	$0.00	**$2,430.00**
FY20WK39	42	$2,727.00	$1,239.00	$51.00	**$4,018.00**
FY20WK40	39	$2,918.00	$2,513.00	$83.00	**$5,514.00**
FY20WK41	43	$4,562.00	$3,913.00	$0.00	**$8,475.00**
FY20WK42	66	$4,981.00	$3,187.00	$82.00	**$8,250.00**
FY20WK43	50	$4,797.00	$3,458.00	$0.00	**$8,255.00**
FY20WK44	58	$6,642.00	$3,841.00	$168.00	**$10,651.00**
FY20WK45	44	$5,106.00	$1,947.00	$303.00	**$7,356.00**
FY20WK46	80	$5,742.00	$3,464.00	$80.00	**$9,287.00**
FY20WK47	58	$4,917.00	$3,491.00	$0.00	**$8,408.00**
FY20WK48	47	$4,585.00	$3,152.00	$150.00	**$7,886.00**
FY20WK49	72	$5,638.00	$4,867.00	$0.00	**$10,505.00**
FY20WK50	44	$5,239.00	$2,689.00	$0.00	**$7,928.00**
FY20WK51	51	$5,586.00	$3,496.00	$0.00	**$9,082.00**
FY20WK52	73	$3,182.00	$976.00	$0.00	**$4,159.00**
Total	**3202**	**$179,967.00**	**$126,176.00**	**$7,556.00**	**$316,861.00**

<u>Director's Report - DRCI</u>
June 2020

The Hub Opening Update

- Approved by Town Manager for DRCI to pilot employee only return to office
- Move in complete and staff working staggered shifts
- Safety and health precautions being executed per Town taskforce's established Post-COVID Routine
- Open to public date pending Town's approval

Finance

- FY 2021 Budget approved
- Program KPIs
    - 63 Members added in June, increase of 63% month-over-month
    - 4 customers in Startup Program (1 in pipeline)
    - 1 customer in Growth Program (1 in pipeline, verbal commitment to join)
    - 40 Mentors in Program (6 added in June)

Marketing

- Town of Bluffton and DRCI website launched, congrats to all Senior Staff involved
- Zoom webinars held to teach the public how to use the new TOB and DRCI website
- Facebook, Instagram and LinkedIn ad campaign in progress

Business Resiliency Program

- Maximizing resiliency plan benefits to community
    - Hubspot CRM (Customer Relationship Management)
    - Hubspot Marketing
    - Hubspot workflows manages inbound/outgoing communications

Business Innovation Programs

- PRE-START Program activity
    - Finalizing online program for Fall 2020 Launch
- STARTUP Program activity
    - "Butterfly Back Pak" enrolled
    - Working with two other candidates
- GROWTH Program activity
    - GREENBUG enrolled
    - Second prospect ready - anticipate August entry
- MENTOR Program activity
    - Monthly newsletter
    - Mentors assigned to all Program companies
- RESILIENCY Program activity
    - Interaction with numerous local businesses
    - Working with MOU partners as appropriate

Operations

- Continuing communication to extend DRCI geography to include Town of Hardeeville
- Grant proposal denied for Federal Build to Scale program

GROWTH MANAGEMENT UPDATE

July 14, 2020

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

    a. **Planning Commission:** June 24, 2020 meeting agenda attached. Next meeting scheduled for Wednesday, July 22, 2020.

    b. **Historic Preservation Commission:** June 3 & 10, 2020 meeting agenda attached. Next meeting scheduled for Wednesday, July 1, 2020.

    c. **Board of Zoning Appeals:** June 16, 2020 meeting agenda attached. Next meeting scheduled for Tuesday, July 7, 2020.

    d. **Development Review Committee:** June 3 & 17, 2020 cancellation notice and June 10 & 24, 2020 meeting agenda attached. Next meeting scheduled for Wednesday, July,1, 2020.

    e. **Historic Preservation Review Committee:** June 1, 8 & 22, 2020 cancellation notice attached. June 15 & 29, 2020, meeting agenda attached. Next meeting scheduled for Monday, July 6, 2020.

    f. **Construction Board of Adjustment and Appeals:** Tuesday, June 23, 2020 cancellation notice attached. Next meeting scheduled for Tuesday, July 28, 2020.

    g. **Affordable Housing Committee: Community Development / Affordable Housing Committee Work Program:** June 4 & 25, 2020 meeting agenda attached. Next meeting scheduled for Thursday, July 2, 2020.

2. Community Development / Affordable Housing Committee Work Program:

    Neighborhood Assistance Program. The total available budget for this FY20 Town Council funded program is $122,316.00. Town Staff is continuing to process applications for assistance. As of June 26, 2020, $57,164 (includes households in progress) has been spent to assist Town of Bluffton residents through the Neighborhood Assistance Program. Currently, there are three invoices waiting to be processed and deducted from the budget for septic pump out totaling $780.00. As of June 26, 2020, we have one home being repaired for plumbing, leaking windows and a door is being replaced. There are currently two applications that have been income verified and three applications that are waiting to be sent for income verification.

    ATTACHMENTS:

1. Planning Commission meeting agenda for Wednesday, June 24, 2020.

2. Historic Preservation Commission meeting agenda for Wednesday, June 3 & 10, 2020.
3. Board of Zoning Appeals meeting agenda for Tuesday, June 16, 2020.
4. Development Review Committee cancellation notice, for Wednesday, June 3 & 17, 2020 and meeting agendas for June 10 & 24 2020
5. Historic Preservation Review Committee cancellation notice for Monday, June 1, 8 & 22, 2020 and meeting agenda for June 15 & 29, 2020
6. Construction Board of Adjustments and Appeals cancellation notice for Tuesday, June 23, 2020.
7. Affordable Housing Committee meeting agenda notice for Thursday, June 4 & 25, 2020.
8. Building Permits and Planning Applications:

    a. Building Permits Issued 2010-2020 (to June 30, 2020).
    b. Building Permits Issued Per Month 2010-2020 (to June 30, 2020).
    c. Value of Construction 2010-2020 (to June 30, 2020).
    d. New Single Family/Multi-Family Residential Building Permits Issued Per Month 2010-2020 (to June 30, 2020).
    e. New Single Family/Multi-Family Residential Building Permits Issued by Neighborhood 2010-2020 (to June 30, 2020).
    f. New Single Family/Multi-Family Certificates of Occupancy Issued by Neighborhood 2010-2020 (to June 30, 2020).
    g. New Commercial Construction/Additions Heated Square Footage 2010-2020 (to June 30, 2020).
    h. Planning and Community Development Applications Approved 2010-2020 (to June 30, 2020).

9. Planning Active Application Report

Attachment 1

TOWN OF BLUFFTON
PLANNING COMMISSION MEETING AGENDA
ELECTRONIC MEETING
Wednesday, June 24, 2020, 6:00 PM

This meeting can be viewed on the Town of Bluffton's Facebook page (https://www.facebook.com/TownBlufftonSC/)

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 an additional meeting date as determined by the Commission Members.

IV. **NOTICE REGARDING PUBLIC COMMENTS***

V. **ADOPTION OF THE AGENDA**

VI. **ADOPTION OF MINUTES** – May 27, 2020

VII. **PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA***

VIII. **OLD BUSINESS**

1. **FOR ACTION**

A. **Unified Development Ordinance Edits (Tabled from May 27th Meeting):** Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 5 – Design Standards, Pertaining to Minimum Lot Widths and Off-Street Parking in Old Town Bluffton Historic District – Kevin Icard, Planning and Community Development Manager

IX. **NEW BUSINESS**

X. **DISCUSSION**

XI. **ADJOURNMENT**

*Public Comments may be submitted electronically via the Town's website at (https://bit.ly/TOBPublicComment) or by emailing your comments to the Growth Management Coordinator at dmclain@townofbluffton.com. Comments will be accepted up 2 hours prior to the scheduled meeting start time. All comments will be read aloud for the record and will be provided to the Planning Commission Board.

NEXT MEETING DATE: Wednesday, July 22, 2020

"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. 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.

*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 Chairperson of the Commission. Public comment must not exceed three (3) minutes.

Attachment 2

TOWN OF BLUFFTON
HISTORIC PRESERVATION COMMISSION

ELECTRONIC MEETING

Wednesday, June 3, 2020 6:00p.m.

This meeting can be viewed on the Town of Bluffton's Facebook page
https://www.facebook.com/TownBlufftonSC/

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. NOTICE REGARDING PUBLIC COMMENTS*
Every member of the public who is recognized to speak shall address the Chairman and in speaking, avoid disrespect to Commission, Staff, or other members of the Meeting. State your name and address when speaking for the record. COMMENTS ARE LIMITED TO THREE (3) MINUTES.

V. ADOPTION OF AGENDA

VI. ADOPTION OF MINUTES – May 6, 2020

VII. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA*

VIII. OLD BUSINESS

IX. NEW BUSINESS

A. Certificate of Appropriateness: A request by Southern Coastal Homes, on behalf of Scott and Barbara Ready, for approval of a Certificate of Appropriateness to allow the construction of a new single-family residential structure of approximately 1,813 SF located at 32 Tabby Shell Road (Lot 17) in the Old Town Bluffton Historic District, and zoned Neighborhood General-HD. (COFA-03-20-014097)(Staff – Katie Peterson)

B. **Certificate of Appropriateness:** A request by Court Atkins Group, on behalf of Michael Bradley Holdings, for approval of a Certificate of Appropriateness to allow the construction of a new commercial building of approximately 3,200 SF and a Carriage House of approximately 1,200 SF, located at 5738 Guilford Place (Lot 2) in the Stock Farm Development in the Old Town Bluffton Historic District and zoned Neighborhood General – HD. (COFA-03-20-014106)(Staff – Katie Peterson)

C. **Certificate of Appropriateness:** A request by Manuel Studio, LLC, on behalf of Matthew Cunningham, for approval of a Certificate of Appropriateness to allow the construction of a new 2-story single-family residential structure of approximately 3,260 SF and the renovation and addition to the existing 1,152 SF Carriage House, located at 51 Colcock Street Unit B in the Old Town Bluffton Historic District, and zoned as Riverfront Edge-HD. (COFA-03-20-014120)(Staff – Katie Peterson)

D. **Certificate of Appropriateness (Demolition):** A request by Jamie H. Guscio, on behalf of Jamie H. and Lori A. Guscio, for approval of a Certificate of Appropriateness to allow the demolition of an existing one-story single-family structure of approximately 900 SF at 75 Bridge Street in the Old Town Bluffton Historic District, zoned Neighborhood Conservation–HD. (COFA-04-19-013053)(Staff – Charlotte Moore)

X. DISCUSSION

XI. ADJOURNMENT

NEXT MEETING DATE– Wednesday, July 1, 2020

* Public Comments may be submitted electronically via the Town's website at (https://bit.ly/TOBPublicComment) or by emailing your comments to the Growth Management Coordinator at dmclain@townofbluffton.com. Comments will be accepted up to 2 hours prior to the scheduled meeting start time. All comments will be read aloud for the record and will be provided to the Historic Preservation Committee.

"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.

EXECUTIVE SESSION - The public body may vote to go into executive session for any item identified for action on the agenda.

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.

Attachment 2

TOWN OF BLUFFTON
HISTORIC PRESERVATION COMMISSION

ELECTRONIC MEETING

SPECIAL MEETING Wednesday, June 10, 2020 6:00p.m.

This meeting can be viewed on the Town of Bluffton's Facebook page
https://www.facebook.com/TownBlufftonSC/

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. NOTICE REGARDING PUBLIC COMMENTS*
Every member of the public who is recognized to speak shall address the Chairman and in speaking, avoid disrespect to Commission, Staff, or other members of the Meeting. State your name and address when speaking for the record. COMMENTS ARE LIMITED TO THREE (3) MINUTES.

V. ADOPTION OF AGENDA

VI. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA*

VII. OLD BUSINESS

VIII. NEW BUSINESS

IX. DISCUSSION (NO ACTION)

A. Discussion on 71 Calhoun Street, Building 1: A request by Court Atkins, Inc., on behalf of Cunningham, LLC, for review of a Certificate of Appropriateness-HD to allow the construction of a new two and a half-story mixed-use structure of approximately 8,000 SF, identified as Building 1 and located at 71 Calhoun Street in the Old Town Bluffton Historic District, and zoned Neighborhood Center-HD. (COFA-10-19-013647)(Staff – Katie Peterson)

B. Discussion on 71 Calhoun Street, Building 2: A request by Court Atkins, Inc., on behalf of Cunningham, LLC, for review of a Certificate of Appropriateness to allow the construction of a new two and a half-story mixed-use structure of approximately 8,000 SF, identified as Building 2 and located at 71 Calhoun Street in the Old Town Bluffton Historic District, and zoned Neighborhood Center-HD. (COFA-12-19-013784)(Staff – Katie Peterson)

C. Discussion on 71 Calhoun Street, Building 3: A request by Court Atkins, Inc., on behalf of Cunningham, LLC, for review of a Certificate of Appropriateness to allow the construction of a new two and a half-story mixed-use structure of approximately 8,000 SF, identified as Building 3 and located at 71 Calhoun Street in the Old Town Bluffton Historic District, and zoned Neighborhood Center-HD. (COFA-12-19-013785)(Staff – Katie Peterson)

X. ADJOURNMENT

NEXT MEETING DATE– Wednesday, July 1, 2020

* Public Comments may be submitted electronically via the Town's website at (https://bit.ly/TOBPublicComment) or by emailing your comments to the Growth Management Coordinator at vsmalls@townofbluffton.com. Comments will be accepted up to 2 hours prior to the scheduled meeting start time. All comments will be read aloud for the record and will be provided to the Historic Preservation Committee.

"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.

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.

Attachment 3

TOWN OF BLUFFTON
BOARD OF ZONING APPEALS MEETING AGENDA
ELECTRONIC MEETING
Tuesday, June 16, 2020, 6:00 PM

This meeting can be viewed on the Town of Bluffton's Facebook page (https://www.facebook.com/TownBlufftonSC/)

I. CALL TO ORDER

II. ROLL CALL

III. NOTICE REGARDING ADJOURNMENT
The Board of Zoning Appeals will not hear new items after 9:30 P.M. unless authorized by a majority vote of the Board Members present. Items which have not been heard before 9:30 P.M. may be continued to the next regular meeting or an additional meeting date as determined by the Board Members.

IV. NOTICE REGARDING PUBLIC COMMENTS*
Every member of the public who is recognized to speak shall address the Chairman and in speaking, avoid disrespect to the Board, Town Staff, and other members of the meeting. State your name and address when speaking for the record.
COMMENTS ARE LIMITED TO THREE (3) MINUTES.

V. ADOPTION OF THE AGENDA

VI. ADOPTION OF MINUTES – May 19, 2020

VII. PUBLIC COMMENTS*

VIII. OLD BUSINESS

IX. NEW BUSINESS

1. FOR ACTION

A. **Special Exception:** The Applicant, Nelson Pinto, of Animal Eye Clinic of Savannah, LLC, is requesting an Special Exception to place an Animal Eye Clinic at 70 Pennington Drive Suite 10, in Sheridan Commercial Center.

The property is identified by Beaufort County Tax Map Number R610 031 00D 0015 0000 and is located in the Sheridan Commercial Center located off of Fording Island Road. The property is zoned General Mixed-Use and regulated by the Unified Development Ordinance. (ZONE-05-20-14229) (Staff – Will Howard)

X. DISCUSSION

XI. ADJOURNMENT

*Public Comments may be submitted electronically via the Town's website at (https://bit.ly/TOBPublicComment) or by emailing your comments to the Growth Management Coordinator at dmclain@townofbluffton.com. Comments will be accepted up 2 hours prior to the scheduled meeting start time. All comments will be read aloud for the record and will be provided to the Board of Zoning Appeals Committee.

NEXT MEETING DATE: Tuesday, July 7, 2020

"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. 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.

*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 Chairperson of the Commission. Public comment must not exceed three (3) minutes.

Attachment 4

PUBLIC NOTICE

The Development Review Committee (DRC)
Meeting scheduled for

Wednesday, June 3, 2020,
at 1:00 P.M.

Has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Wednesday, June 10, 2020

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

Attachment 4

TOWN OF BLUFFTON
DEVELOPMENT REVIEW COMMITTEE MEETING AGENDA

ELECTRONIC MEETING

Wednesday, June 10, 2020 1:00 p.m.

This meeting can be viewed on the Town of Bluffton's Facebook page stating at 1:00 p.m.
https://www.facebook.com/TownBlufftonSC/

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 COMMENTS

IV. OLD BUSINESS

V. NEW BUSINESS

1. **22 Oscar and Daisy Lane (Subdivision):** A request by Bridgette Frazier, owner, for review of a Subdivision Plan for the division of one (1) parcel totaling 0.965 acres into three (3) parcels. The property is identified by tax map number R610 031 000 0130 0000 and is located at 22 Oscar and Daisy Lane near the intersection with Simmonsville Road. The property is zoned Residential General and, therefore, should be reviewed based on the requirements set forth in the Town of Bluffton Unified Development Ordinance (UDO) and Stormwater Design Manual. (SUB-05-20-014217) (Staff – Alan Seifert)

2. **Buckwalter Place - Parcels B-1A & B-1B (Subdivision):** A request by Rusty Windsor of Thomas & Hutton on behalf of BC Buckwalter, LLC, owner, for review of a Subdivision Plan for the division of one (1) parcel totaling 1.93 acres into two (2) parcels. The property is identified by tax map number R610 022 000 1112 0000 and is located along Venture Drive. The property is zoned Buckwalter Planned Unit Development (PUD) and, therefore, should be reviewed based on the requirements set forth in the DSO 90/3 and its modifications and Stormwater Design Manual. (SUB-05-20-014265) (Staff – Alan Seifert)

"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. 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.

*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 Chairperson of the Committee. Public comment must not exceed three (3) minutes.

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, June 17, 2020

* Public Comments may be submitted electronically via the Town's website at (https://bit.ly/TOBPublicComment) or by emailing your comments to the Growth Management Coordinator at dmclain@townofbluffton.com. Comments will be accepted up to 2 hours prior to the scheduled meeting start time. All comments will be read aloud for the record and will be provided to the Development Review Committee.

"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. 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.

*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 Chairperson of the Committee. Public comment must not exceed three (3) minutes.

Attachment 4

PUBLIC NOTICE

The Development Review Committee (DRC)
Meeting scheduled for

Wednesday, June 17, 2020,
at 1:00 P.M.

Has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Wednesday, June 24, 2020

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

Attachment 4

TOWN OF BLUFFTON
DEVELOPMENT REVIEW COMMITTEE MEETING AGENDA

ELECTRONIC MEETING

Wednesday, June 24, 2020 1:00 p.m.

This meeting can be viewed on the Town of Bluffton's Facebook page stating at 1:00 p.m.
https://www.facebook.com/TownBlufftonSC/

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 COMMENTS

IV. OLD BUSINESS

V. NEW BUSINESS

1. **Cypress Ridge - Phase 17 (Subdivision):** A request by Michael Hughes of Thomas & Hutton on behalf of DR Horton, Inc., owner, for review of a Subdivision Plan for the division of 24.6 acres into 53 single-family residential lots. The property is zoned Jones Estate PUD and consists of 35.6 acres identified by tax map number R614 028 000 0916 0000 located within the Cypress Ridge Master Plan northwest of the intersection of SC HWY 170 and Mill Creek Blvd. (SUB-05-20-014243) (Staff – Alan Seifert)

2. **Cypress Ridge - Phase 18 (Final Development Plan)**: A request by Michael Hughes of Thomas & Hutton on behalf of D.R. Horton, Inc., owner, for approval of a Final Development Plan application. The project consists of the construction 62 single-family residential lots and associated infrastructure. The property is zoned Jones Estate PUD and consists of 35.6 acres identified by tax map number R614 028 000 0916 0000 located within the Cypress Ridge Master Plan northwest of the intersection of SC HWY 170 and Mill Creek Blvd. (DP-10-19-013621) (Staff- Will Howard)

3. **Buckwalter Planned Unit Development (Concept Plan Amendment):** A request by Walter J. Nester, III on behalf of Enmark Station, Inc. for consideration of an

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*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 Chairperson of the Committee. Public comment must not exceed three (3) minutes.

Ordinance to approve an amendment to the Buckwalter Planned Unit Development (PUD) Concept Plan. The amendment proposes the incorporation of approximately 1.076 acres into the Buckwalter PUD as part of the Buckwalter Commons Planning Tract to supplement the development of the 9.18-acre Robertson site. The property is identified as a portion of Beaufort County Tax Map No. R600 029 000 0014 0000 and located at 464 Buckwalter Parkway. (CPA-03-20-14069) (Staff – Brie Giroux)

4. **Buckwalter Planned Unit Development (Concept Plan Amendment):** A request by Walter J. Nester, III on behalf of the Bishop of Charleston for an Ordinance to amend the Buckwalter Planned Unit Development (PUD) Concept Plan. The amendment proposes to incorporate the Saint Gregory the Great property consisting of approximately 62.80 Acres of land located at 323 Fording Island Road and identified as Beaufort County Tax Map Nos. R600 022 000 0125 0000 & R660 022 000 1120 0000 as a new Land Use Tract and identify associated elements such as any increase in the overall total allowed development rights, allowed land uses, access points, density summary, acreage summary, etc. as necessary. (CPA-02-20-014047) (Staff – Brie Giroux)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, July 1, 2020

* Public Comments may be submitted electronically via the Town's website at (https://bit.ly/TOBPublicComment) or by emailing your comments to the Growth Management Coordinator at dmclain@townofbluffton.com. Comments will be accepted up to 2 hours prior to the scheduled meeting start time. All comments will be read aloud for the record and will be provided to the Development Review Committee.

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*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 Chairperson of the Committee. Public comment must not exceed three (3) minutes.

Attachment 5

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)
Meeting scheduled for

Monday, June 1, 2020 at 4:00 P.M.

has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Monday, June 8, 2020

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

Attachment 5

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)
Meeting scheduled for

Monday, June 8, 2020 at 4:00 P.M.

has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Monday, June 15, 2020

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

Attachment 5

TOWN OF BLUFFTON
HISTORIC PRESERVATION REVIEW COMMITTEE MEETING AGENDA

ELECTRONIC MEETING

Monday, June 15, 2020 4:00 p.m.

This meeting can be viewed on the Town of Bluffton's Facebook page starting at 4:00 p.m.
https://www.facebook.com/TownBlufftonSC/

The applications can be viewed on the Town of Bluffton's page
https://www.townofbluffton.us/permit/

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. OLD BUSINESS

V. NEW BUSINESS

1. **21 Wharf Street**: A request by Pearce Scott Architects, on behalf of the owner, Ashley Feaster, for review of a Certificate of Appropriateness to allow the construction of a new 2-story Carriage House structure of approximately 1,150 SF located at 21 Wharf Street and Neighborhood General – HD. (COFA-05-20-014242) (Staff -Katie Peterson)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, June 22, 2020

* Public Comments may be submitted electronically via the Town's website at (https://bit.ly/TOBPublicComment) or by emailing your comments to the Growth Management Coordinator at dmclain@townofbluffton.com . Comments will be accepted up to 2 hours prior to the scheduled meeting start time. All comments will be read aloud for the record and will be provided to the Historic Preservation Review Committee.

"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."

Attachment 5

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. 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.

Attachment 5

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)
Meeting scheduled for

Monday, June ,22 2020 at 4:00 P.M.

has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Monday, June 29, 2020

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

Attachment 5

TOWN OF BLUFFTON
HISTORIC PRESERVATION REVIEW COMMITTEE MEETING AGENDA

ELECTRONIC MEETING

Monday, June 29, 2020 4:00 p.m.

This meeting can be viewed on the Town of Bluffton's Facebook page starting at 4:00 p.m.
https://www.facebook.com/TownBlufftonSC/

The applications can be viewed on the Town of Bluffton's page
https://www.townofbluffton.us/permit/

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. OLD BUSINESS

V. NEW BUSINESS

1. **5752 Guilford Place (Lot 4)**: A request by Pearce Scott Architects, on behalf of the owner, Joe Zagari, for review of a Certificate of Appropriateness to allow the construction of a new 2-story commercial structure of approximately 2,400 SF located at 5752 Guilford Place (Lot 4) in the Stock Farm Development and zoned Neighborhood General – HD. (COFA-06-20-014294) (Staff -Katie Peterson)

2. **29 Lawton Street**: A request by Keith and Mary Koobs, for review of a Certificate of Appropriateness to allow the construction of a new 1-story single-family structure of approximately 1,415 SF located at 29 Lawton Street and zoned Neighborhood General – HD. (COFA-06-20-014294) (Staff -Katie Peterson)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Monday, July 6, 2020

* Public Comments may be submitted electronically via the Town's website at (https://bit.ly/TOBPublicComment) or by emailing your comments to the Growth Management Coordinator at vsmalls@townofbluffton.com. Comments will be accepted up to 2 hours prior to the scheduled meeting start time. All comments will be read aloud for the record and will be provided to the Historic Preservation Review Committee.

Attachment 5

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Attachment 6

PUBLIC NOTICE

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

Tuesday, June 23, at 6:00 P.M.

has been CANCELED
due to COVID19

The next meeting is scheduled for
Tuesday, July 28, 2020

If you have questions, please contact
Growth Management at: 843-706-4522

Attachment 7

TOWN OF BLUFFTON
AFFORDABLE HOUSING COMMITTEE MEETING AGENDA
ELECTRONIC MEETING

Thursday, June 4, 2020 10:00 a.m.

This meeting can be viewed on the Town of Bluffton's Facebook page starting at 10:00 a.m.
https://www.facebook.com/TownBlufftonSC/

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF AGENDA

IV. ADOPTION OF MINUTES – May 19, 2020

V. PUBLIC COMMENTS

VI. OLD BUSINESS

VII. NEW BUSINES

1. Neighborhood Assistance Program Budget Update

VIII. EXECUTIVE SESSION AGENDA

1. Contractual Matters Pertaining to the Town's Request for Proposal 2020-24 to Develop Affordable/Workforce Housing on the following Town owned properties; Willow Run (Buckwalter Planned Unit Development), 115 Bluffton Road, 184 Bluffton Road, 1095 May River Road (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])

IX. PUBLIC COMMENTS

X. DISCUSSION

XI. ADJOURNMENT

NEXT MEETING DATE: Thursday, July 2, 2020

* Public Comments may be submitted electronically via the Town's website at (https://bit.ly/TOBPublicComment) or by emailing your comments to the Growth Management Coordinator at dmclain@townofbluffton.com. Comments will be accepted up to 2 hours prior to the scheduled meeting start time. All comments will be read aloud for the record and will be provided to the Affordable Housing Committee.

Attachment 7

"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. 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.

Attachment 7

TOWN OF BLUFFTON
AFFORDABLE HOUSING COMMITTEE MEETING AGENDA
ELECTRONIC MEETING

Thursday, June 25, 2020 10:00 a.m.

This meeting can be viewed on the Town of Bluffton's Facebook page starting at 10:00 a.m.
https://www.facebook.com/TownBlufftonSC/

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF AGENDA

IV. ADOPTION OF MINUTES – June 4, 2020

V. PUBLIC COMMENTS

VI. EXECUTIVE SESSION AGENDA

1. Contractual Matters Pertaining to the Town's Request for Proposal 2020-24 to Develop Affordable/Workforce Housing on the following Town owned properties; Willow Run (Buckwalter Planned Unit Development), 115 Bluffton Road, 184 Bluffton Road, 1095 May River Road (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])

VII. ACTION FROM EXECUTIVE SESSION

VIII. PUBLIC COMMENTS

IX. DISCUSSION

X. ADJOURNMENT

NEXT MEETING DATE: Thursday, July 2, 2020

* Public Comments may be submitted electronically via the Town's website at (https://bit.ly/TOBPublicComment) or by emailing your comments to the Growth Management Coordinator at dmclain@townofbluffton.com. Comments will be accepted up to 2 hours prior to the scheduled meeting start time. All comments will be read aloud for the record and will be provided to the Affordable Housing Committee.

"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."

Attachment 7

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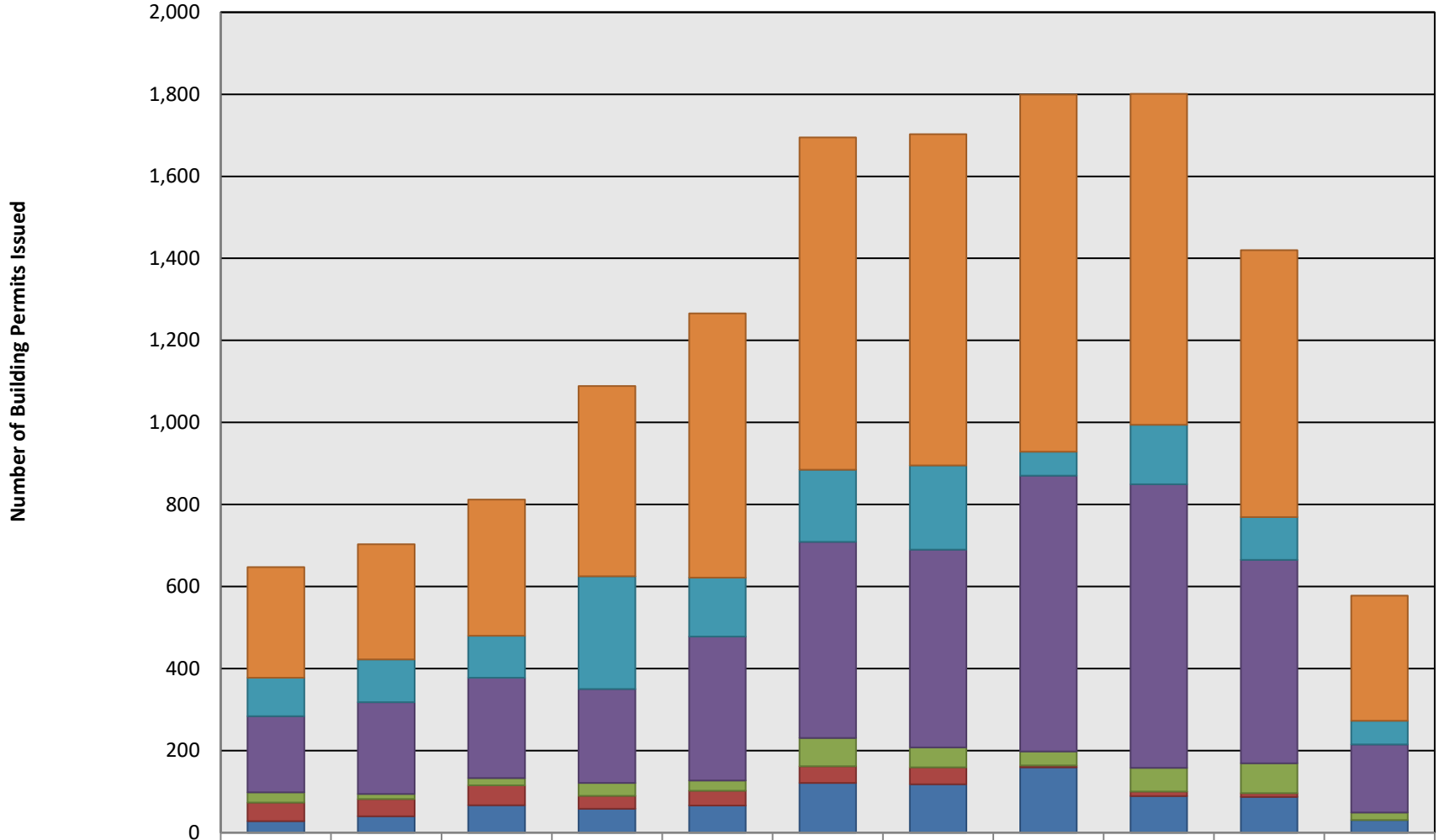
Town of Bluffton
Building Permits Issued
2010-2020

Attachment 8a

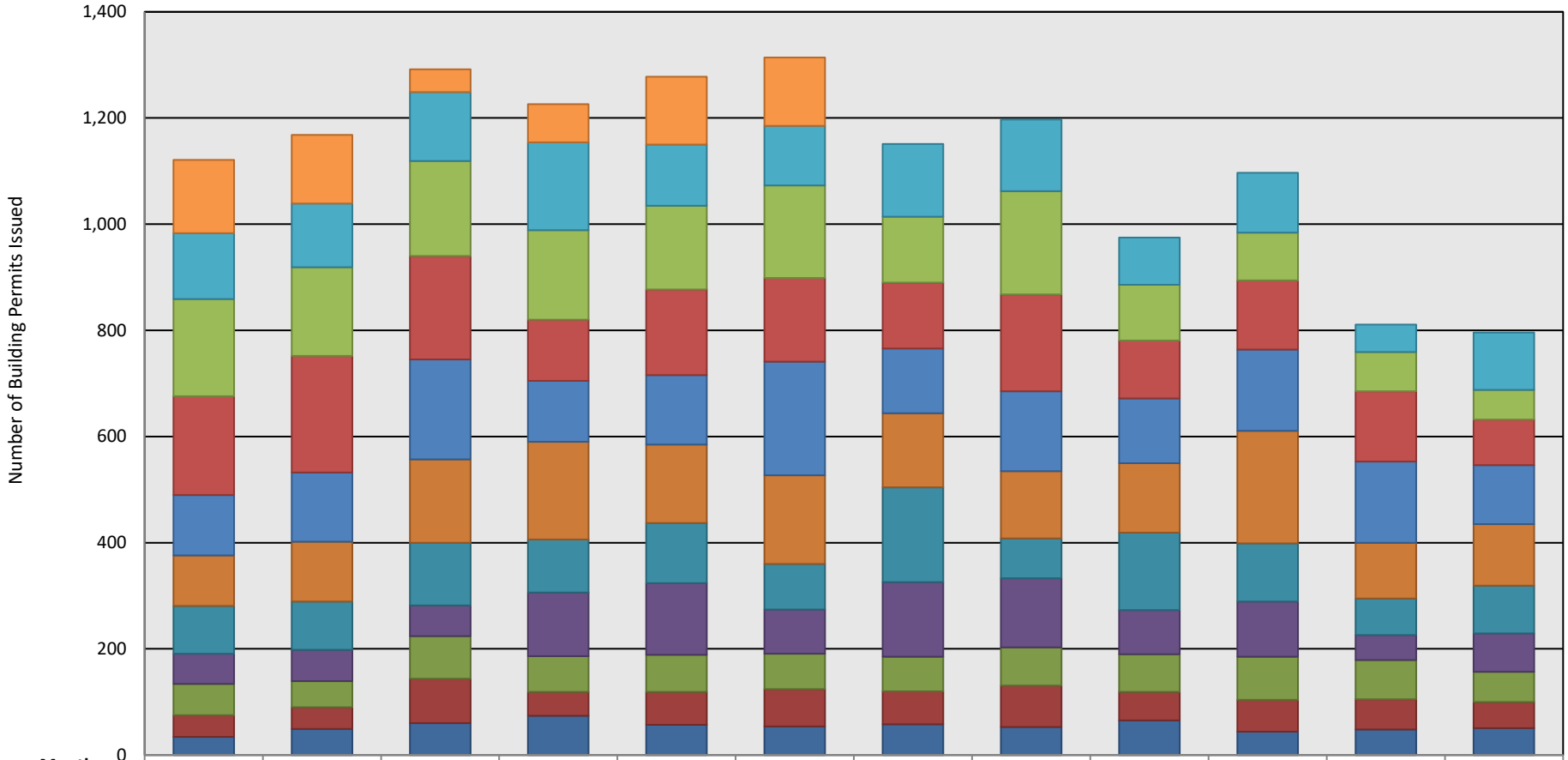


Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 To Date
New Single Family/ Multi-Family Residential	269	281	332	464	644	810	808	870	807	651	305
Residential Addition	94	104	102	275	144	176	205	59	145	104	58
Other Residential	186	224	245	229	351	478	482	672	691	496	166
New Commercial Construction/ Tenant Upfit	25	12	18	31	25	69	49	34	58	73	18
Commercial Addition	45	42	48	32	36	41	41	5	11	9	0
Other Commercial	28	40	67	58	66	121	118	159	89	87	31

Notes: 1. "Other" Building Permits include permits for demolition, electrical, plumbing, gas, irrigation, HVAC replacement, pool/spa, roof repair, tent, construction trailer, fire sprinkler system, fire alarm system, and manufactured home replacement.
2. Building Permits Issued excludes those Building Permits which were voided or withdrawn.
3. The monthly average of building permits issued in 2018 (year to 12/01/2018) is 150 per month which is a 1.5% increase of building permits issued on a monthly basis from 2017.

Town of Bluffton
Building Permits Issued Per Month
2010-2020

Attachment 8b

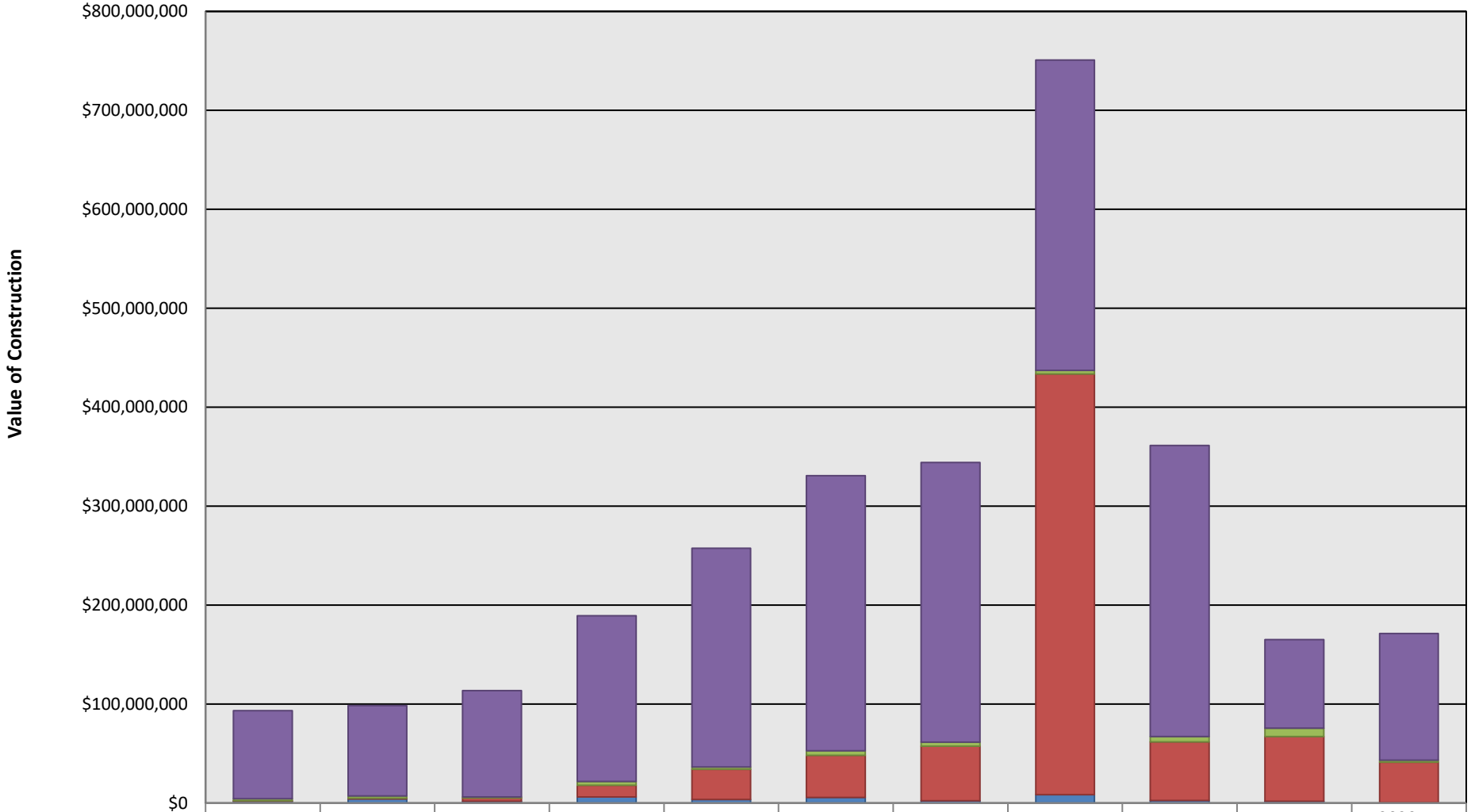


Month	January	February	March	April	May	June	July	August	September	October	November	December
2020	138	129	43	72	128	129						
2019	124	120	130	165	115	112	137	135	89	113	52	108
2018	183	167	179	169	158	174	124	194	105	90	74	56
2017	186	220	195	115	161	158	124	183	109	130	132	86
2016	114	130	188	115	131	214	122	150	122	153	153	111
2015	95	113	157	184	148	167	140	127	131	212	105	116
2014	90	91	118	100	113	86	178	75	146	110	69	90
2013	57	59	58	120	135	83	141	130	83	104	47	72
2012	59	49	80	67	70	67	65	72	71	81	74	57
2011	41	41	84	45	62	70	62	78	54	60	57	49
2010	34	49	60	74	57	54	58	53	65	44	48	51

Notes: 1. "Other" Building Permits include permits for demolition, electrical, plumbing, gas, irrigation, HVAC replacement, pool/spa, roof repair, tent, construction trailer, fire sprinkler system, fire alarm system, and manufactured home replacement.
2. Building Permits Issued excludes those Building Permits which were voided or withdrawn.

Town of Bluffton
Value of Construction
2010-2020

Attachment 8c

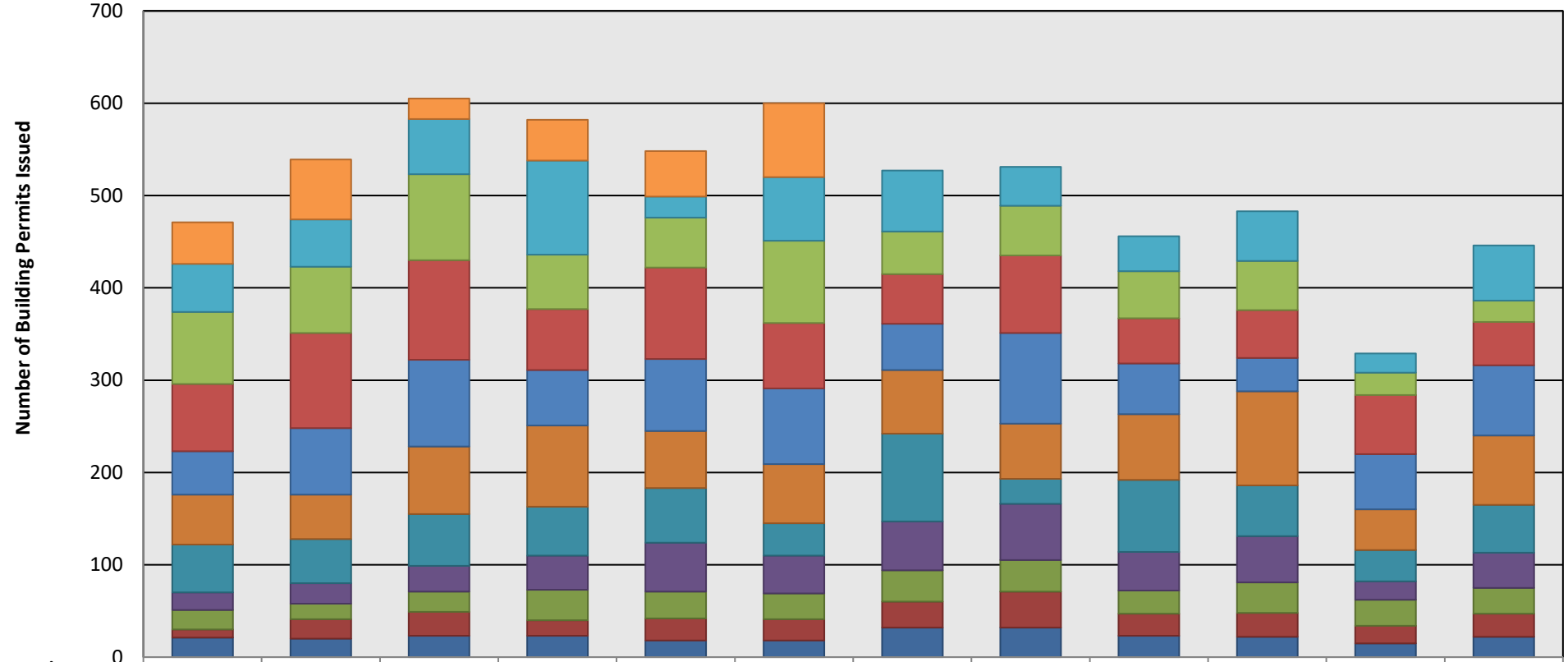


Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 To Date
New Single Family/ Multi-Family	$88,820,755	$91,316,936	$107,490,51	$167,435,31	$220,887,21	$278,078,70	$282,548,60	$313,502,14	$294,166,94	$89,627,180	127,902,758
Residential Additions/ Renovations	$2,129,051	$2,279,051	$1,115,065	$3,729,782	$2,519,255	$4,652,929	$4,241,365	$3,563,611	$5,461,103	$8,346,412	1,987,712.4
New Commercial/ Tenant Upfits	$456,337	$852,545	$3,265,626	$12,026,404	$30,496,645	$42,515,253	$54,982,666	$425,223,72	$59,076,385	$65,475,875	$40,960,21
Commercial Additions	$1,900,201	$4,043,767	$1,829,112	$6,108,604	$3,581,161	$5,640,708	$2,395,534	$8,535,713	$2,736,915	$1,864,126	446,060

Note: The Value of Construction is added to each respective property where the improvement was constructed. This increases the overall value, also refered to as market value, of the property used to which is used determine its assesed value which is subject to Town Millage. This increased value is realized in the following year's tax roll.

Attachment 8d

Town of Bluffton
New Single Family/ Multi-Family Residential Building Permits Issued Per Month
2010-2020

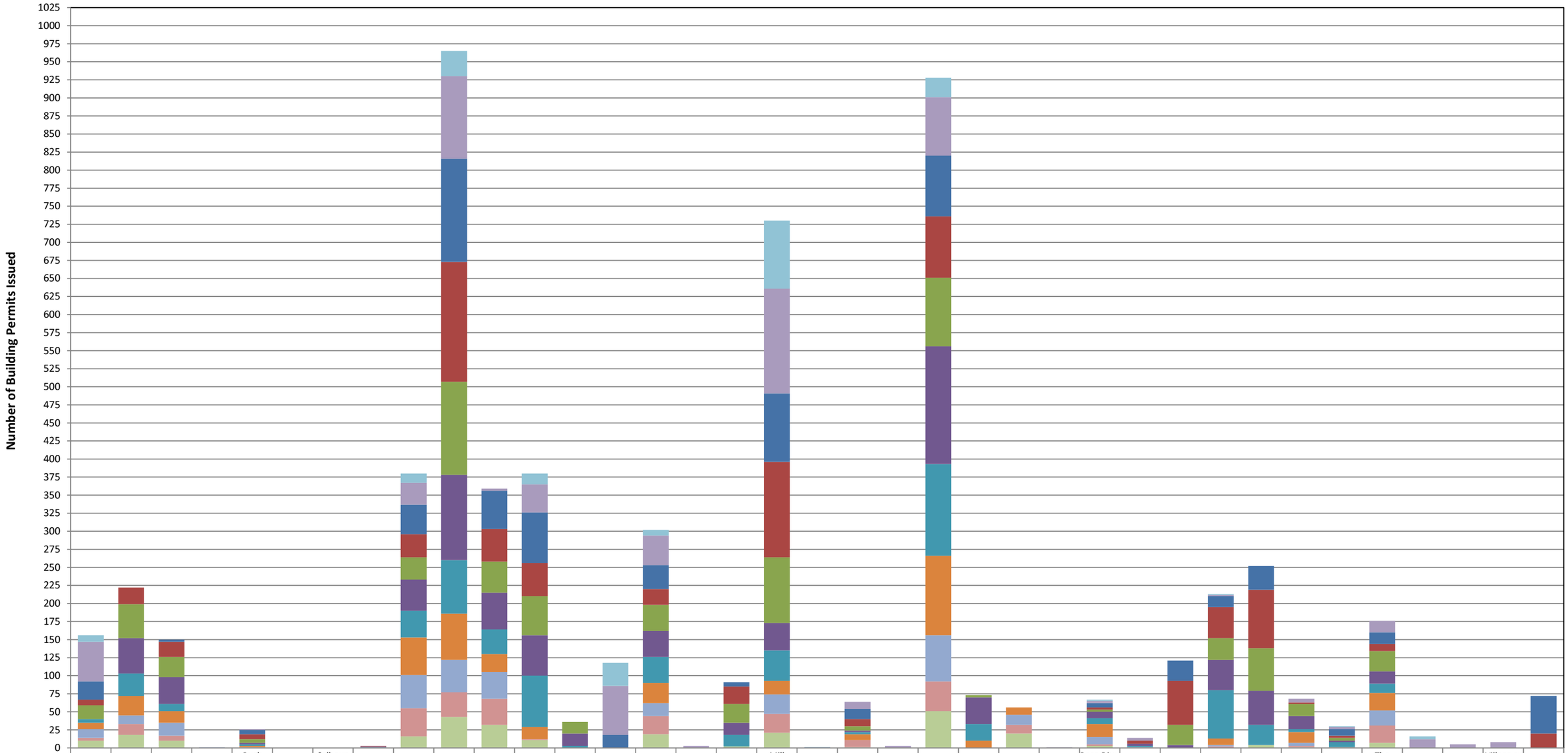


Month	January	February	March	April	May	June	July	August	September	October	November	December
2020	45	65	22	44	49	80						
2019	52	51	60	102	23	69	66	42	38	54	21	60
2018	78	72	93	59	54	89	46	54	51	53	24	23
2017	73	103	108	66	99	71	54	84	49	52	64	47
2016	47	72	94	60	78	82	50	98	55	36	60	76
2015	54	48	73	88	62	64	69	60	71	102	44	75
2014	52	48	56	53	59	35	95	27	78	55	34	52
2013	19	22	28	37	53	41	53	61	42	50	20	38
2012	21	17	22	33	29	28	34	34	25	33	28	28
2011	9	21	26	17	24	23	28	39	24	26	19	25
2010	21	20	23	23	18	18	32	32	23	22	15	22

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

Town of Bluffton
New Single Family/ Multi-Family Residential Building Permits Issued by Neighborhood 2010 - 2020

Attachment 8e

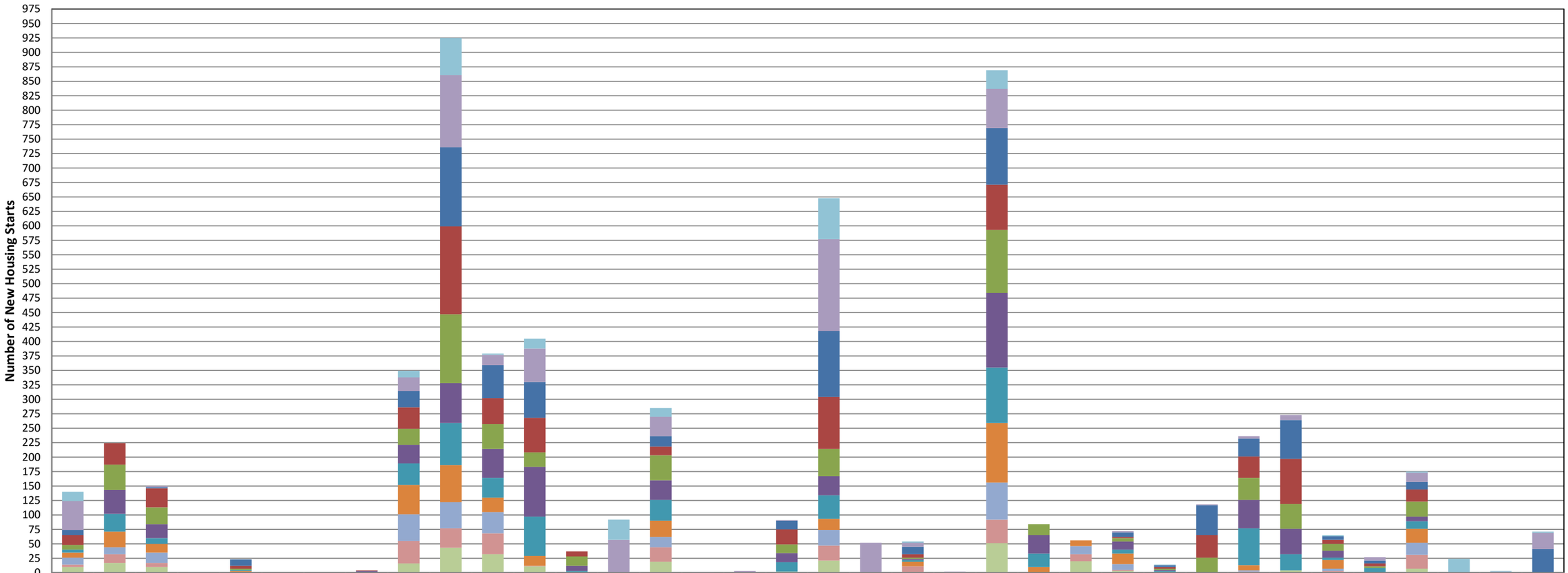


Neighborhood	Alston Park	Baynard Park	Bluffton Park	Brendan Woods	Buck Island/ Simmonsville	Buckwalter Place	Calhoun Street Promenade	Giddy Up	Hampton Hall	Hampton Lake	Haven at New Riverside	Heritage at New Riverside	Kirks Bluff	Landings at New Riverside	Lawton Station	Lot 26 Able St	Midpoint	Mill Creek at Cypress Ridge	New Riverside - Other	Old Town-Other	One Hampton Lake	Palmetto Bluff	Palmetto Pointe Townes	Parkside	Pine Ridge	Rose Dhu Creek Plantation	Schultz/ Goethe Road	Seagrass Station	Shell Hall	Southern Oaks	Stock Farm	Tabby Roads	The Village at Palmetto Pointe	The Walk	Ulmer Property	Village at Verdier Plantation	WellStone
2020 To Date	9	0	0	0	0	0	0	0	13	35	0	15	0	32	8	0	0	94	0	0	0	27	0	0	0	2	0	0	1	0	0	1	0	4	0	0	0
2019	55	0	0	0	1	0	0	0	30	114	3	39	0	68	41	3	0	145	0	10	3	81	0	0	1	3	4	0	2	0	5	3	16	12	5	8	0
2018	25	0	3	0	6	0	0	0	41	143	53	70	0	18	33	0	6	95	1	14	0	84	0	0	0	6	0	28	15	33	0	9	16	0	0	0	52
2017	8	23	21	0	7	0	0	1	32	166	45	46	0	0	22	0	24	132	0	10	0	85	0	0	0	3	4	61	43	81	2	3	10	0	0	0	20
2016	19	47	28	0	5	0	0	0	31	129	43	54	16	0	36	0	26	91	0	6	0	95	3	0	0	3	0	28	30	59	17	4	28	0	0	0	0
2015	0	49	37	0	2	0	0	1	43	118	51	56	17	0	36	0	17	38	0	2	0	163	37	0	0	9	3	4	42	47	18	2	17	0	0	0	0
2014	5	31	10	0	2	0	0	1	37	74	34	71	3	0	36	0	16	42	0	3	0	127	23	0	0	8	2	0	67	28	4	7	13	0	0	0	0
2013	9	27	16	0	2	0	0	0	52	64	25	17	0	0	28	0	0	19	0	8	0	110	10	10	0	18	0	0	9	0	15	1	24	0	0	0	0
2012	12	12	18	1	1	0	0	0	46	45	37	0	0	0	18	0	0	27	0	0	0	64	0	14	0	10	0	0	2	0	4	0	21	0	0	0	0
2011	4	15	7	0	0	0	0	0	39	34	36	1	0	0	25	0	0	26	0	10	0	41	0	12	0	2	1	0	2	0	2	0	24	0	0	0	0
2010	10	18	10	0	0	0	0	0	16	43	32	11	0	0	19	0	2	21	0	1	0	51	0	20	0	3	0	0	0	4	1	0	7	0	0	0	0

Town of Bluffton

New Single Family/ Multi-Family Certificates of Occupancy Issued by Neighborhood 2010 - 2020

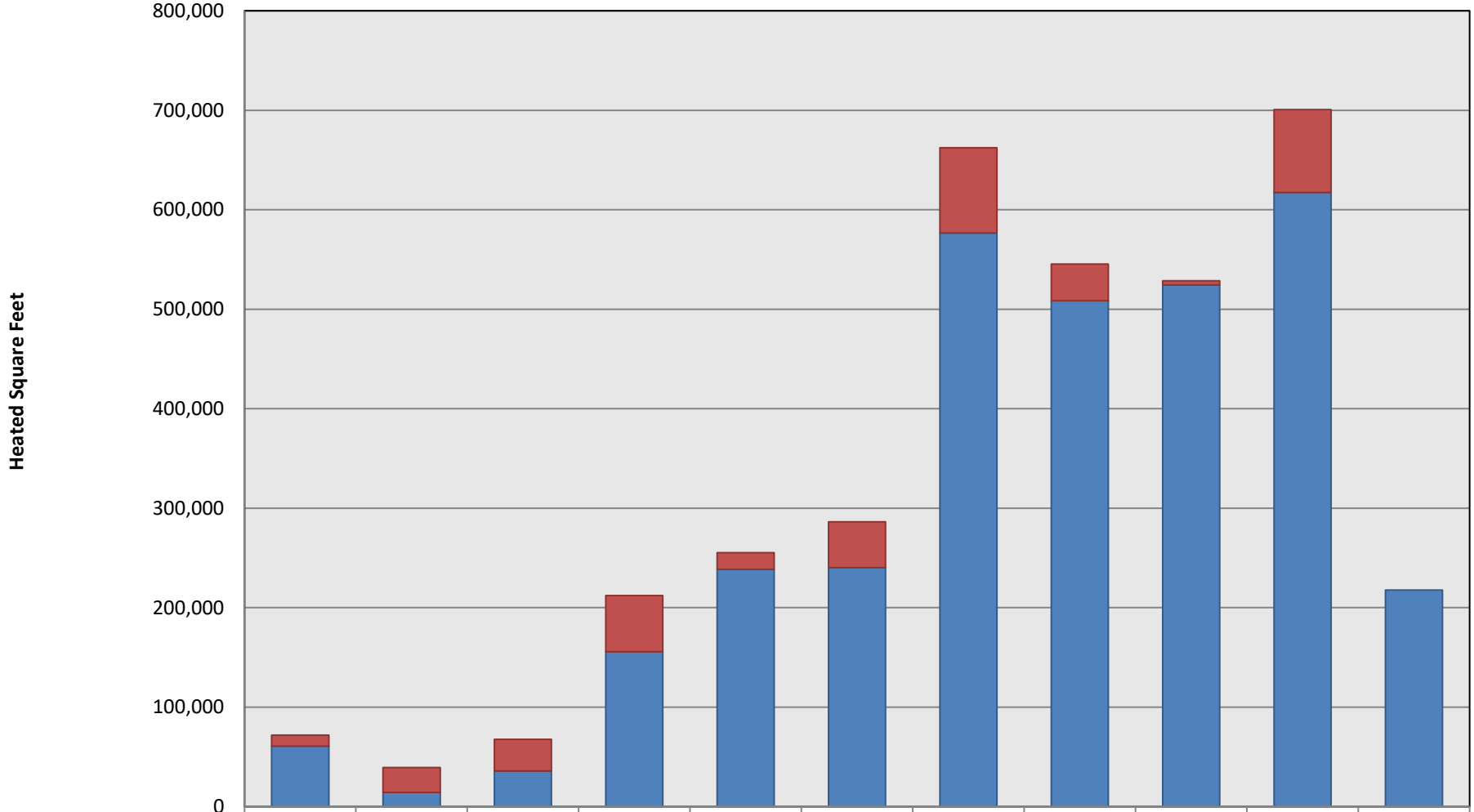
Attachment 8f



	Alston Park	Baynard Park	Bluffton Park	Brendan Woods	Buck Island/ Simmonsville	Buckwalter Place	Calhoun Street Promenade	Giddy Up	Hampton Hall	Hampton Lake	Haven at New Riverside	Heritage at New Riverside	Kirks Bluff	Landings at New Riverside	Lawton Station	Lee/Burnt Church Rd	Lot 26 Able St	Midpoint	Mill Creek at Cypress Ridge	Mystic Bluff Apartments	Old Town-Other	Palmetto Bluff Block	Palmetto Bluff	Palmetto Pointe Townes	Parkside	Rose Dhu Creek Plantation	Schultz/ Goethe Road	Seagrass Station	Shell Hall	Southern Oaks	Stock Farm	Tabby Roads	The Village at Palmetto Pointe	The Walk	Ulmer Property	Wellstone
2020 To Date	16	0	0	0	0	0	0	0	11	64	2	17	0	35	15	0	0	0	71	0	2	0	32	0	0	0	1	0	0	0	2	0	2	23	1	2
2019	50	0	2	0	0	0	0	0	24	125	18	58	0	57	34	1	3	1	159	52	7	2	68	0	0	2	0	1	4	9	0	6	16	1	2	28
2018	9	0	2	0	11	0	0	0	28	137	57	62	0	0	18	0	0	15	114	0	13	0	98	0	0	8	3	52	31	67	6	5	13	0	0	41
2017	17	37	33	0	5	0	0	1	37	152	45	60	9	0	15	0	0	26	90	0	6	0	78	0	0	2	3	39	37	78	7	5	21	0	0	0
2016	8	44	29	0	2	0	0	0	28	119	43	25	16	0	43	0	0	15	47	0	2	0	109	19	0	6	2	26	38	43	12	3	26	0	0	0
2015	0	41	24	0	0	0	0	2	32	69	50	86	9	0	34	0	0	16	33	0	2	0	129	32	0	14	2	0	49	44	12	0	8	0	0	0
2014	5	31	10	0	2	0	0	1	37	73	34	68	3	0	36	0	0	16	41	0	3	0	96	23	0	7	2	0	64	28	4	7	13	0	0	0
2013	9	27	15	0	2	0	0	0	51	64	25	17	0	0	28	0	0	0	19	0	8	0	103	10	10	18	0	0	9	0	15	1	24	0	0	0
2012	12	12	18	1	1	0	0	0	46	45	37	0	0	0	18	0	0	0	27	0	0	0	64	0	14	10	0	0	2	0	4	0	21	0	0	0
2011	4	15	7	0	0	0	0	0	39	34	36	1	0	0	25	0	0	0	26	0	10	0	41	0	12	2	1	0	2	0	2	0	24	0	0	0
2010	10	17	10	0	0	0	0	0	16	43	32	11	0	0	19	0	0	2	21	0	1	0	51	0	20	3	0	0	0	4	1	0	7	0	0	0

Town of Bluffton
New Commercial Construction and Additions Heated Square Footage
2010 - 2020

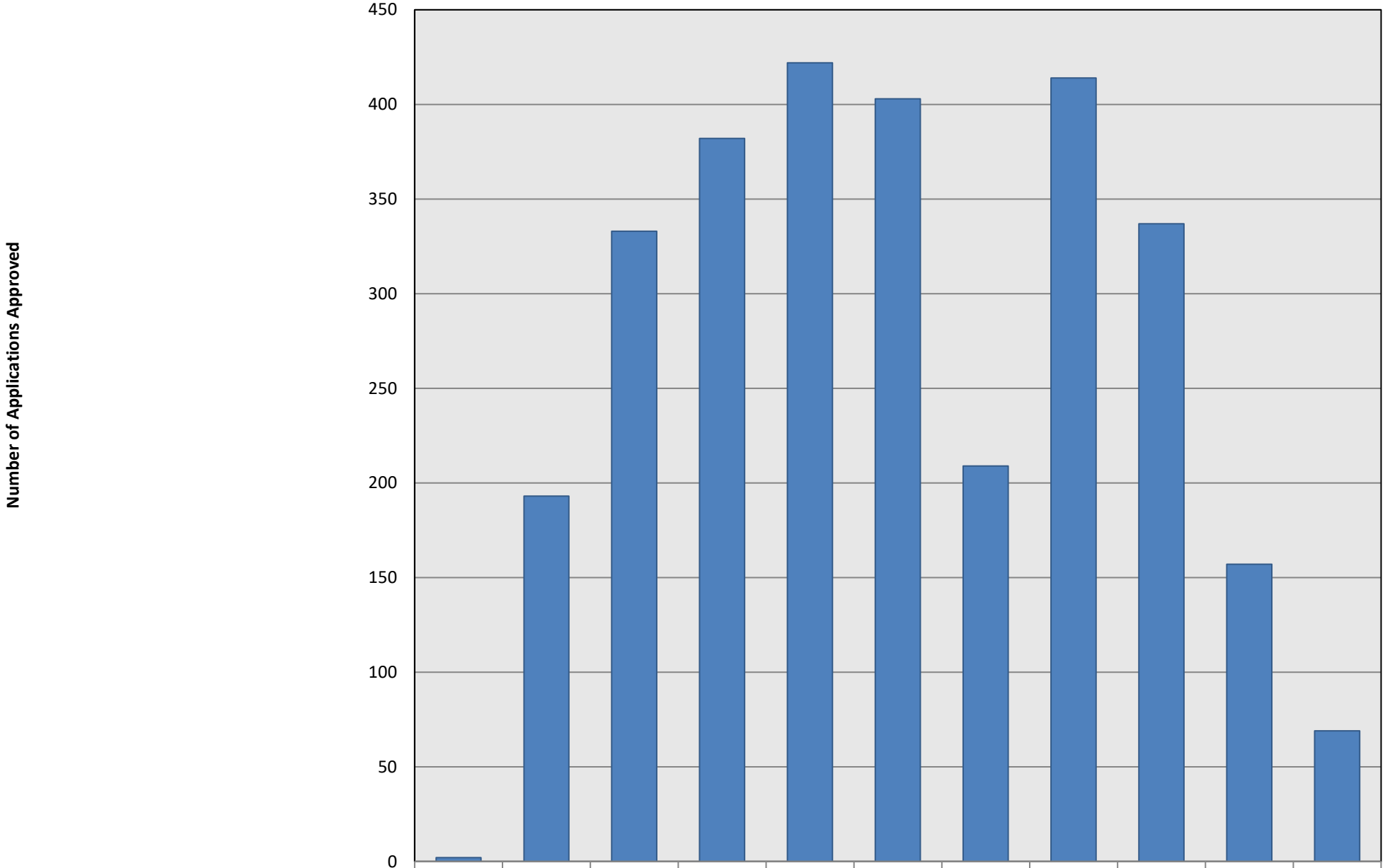
Attachment 8g



	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 To Date
Commercial Additions	10,897	24,817	31,638	56,667	16,842	45,965	85,842	36,980	4,123	83,424	0
New Commercial	60,885	14,434	36,020	155,641	238,576	240,430	576,583	508,508	524,471	617,352	217,815

Town of Bluffton
Planning & Community Development Applications Approved
2010 - 2020

Attachment 8h



	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 To Date
Planning & Community Development Applications	2	193	333	382	422	403	209	414	337	157	69

Attachment 9

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-07-19-013330	07/10/2019	Annexation Petition	Active	Aubrie Giroux

Applicant: Walter J Nester III **Owner:** Bishop of Charleston

PLAN DESCRIPTION: Request for an Ordinance for the Annexation of the Saint Gregory the Great property consisting of approximately 62.80 Acres of land located at 323 Fording Island Road and identified as Beaufort County Tax Map Nos. R600 022 000 0125 0000 & R660 022 000 1120 0000, into the Town of Bluffton Corporate Limits.
STATUS: Town Council approved the "Intent to Annex", First Reading of the Annexation Ordinance at their August 12, 2019 meeting. The Applicant previously requested to place this application on hold so they can prepare updated materials to reflect the Town's desire for them to pursue incorporating the property into the Buckwalter Planned Unit Development Concept Plan Development Agreement as a new planning tract instead of General-Mixed use as requested. To bring the property into Buckwalter, amendments to the Planned Unit Development, Concept Plan, and Development Agreement are necessary which will require the submittal of additional applications and materials. Applicant submitted revised materials and the necessary additional applications on February 21, 2020. Staff is currently reviewing the materials and applications for clarity, content, and completeness. Once Staff's notes and comments are addressed, the request will be placed on the next available regularly scheduled Planning Commission agenda as a workshop item.

PROJECT NAME: SAINT GREGORY THE GREAT CATHOLIC CHURCH

ANNX-03-20-014067	03/02/2020	Annexation Petition	Active	Aubrie Giroux

Applicant: Enmarket **Owner:** Grande Oaks II, LLC

PLAN DESCRIPTION: A request by Walter J. Nester, III on behalf of Enmark Station, Inc. for consideration of an Ordinance to approve a 100% Annexation Petition for certain property consisting of approximately 1.076 Acres of land located at 464 Buckwalter Parkway and identified as a portion of Beaufort County Tax Map No. R600 029 000 0014 0000 into the Town of Bluffton's municipal boundary as part of the Buckwalter Planned Unit Development to supplement the development of the 9.18 acre Robertson site.

STATUS: Staff is currently reviewing the concurrent applications for Annexation, Zoning Map Amendment, Buckwalter Development Agreement Amendment, Buckwalter Concept Plan Amendment, and Buckwalter Commons Phase 1 Master Plan Amendment and their associated materials for clarity, content, and completeness. Once Staff's notes and comments are addressed, the request will be placed on the next available regularly scheduled Planning Commission agenda as a workshop item.

PROJECT NAME: ROBERTSON SITE

Total Annexation Petition Cases: 2

Certificate of Appropriateness

Highway Corridor Overlay District

Growth Management Application Update Report

Attachment 9

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-03-18-011754	03/02/2018		Certificate of Appropriateness	Active	Katie Peterson

Applicant: Witmer-Jones-Keefer, Ltd. **Owner:** Michael Bradley Holdings, LLC

PLAN DESCRIPTION: A request by Dan Keefer, on behalf of the property owner, Michael Bradley Holdings, LLC., for a Certificate of Appropriateness – HCO for a 5.18 acre development consisting of a brewery/restaurant building of approximately 37,000 SF, an outdoor beer garden area and the associated parking, driveways, lighting and landscaping. The property is identified by tax map numbers R610-039-000-0021-0000, R610-039-000-0756-0000, R610-039-000-0757-0000 and is located adjacent to May River Road (SC Highway 46), Buck Island Road and Jennifer Court. It falls within the Town of Bluffton Highway Corridor Overlay District, and is zoned Neighborhood Core.
STATUS: The application was reviewed at the March 28th PC meeting and approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.
STATUS 3-19-2020: An email was sent to the Owner and Applicant as listed on the application notifying them of the impending expiration of the application.
STATUS 3-26-2020: Applicant response with plans to provide plans for resubmittal. Active.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

COFA-05-19-013161	05/15/2019	1195 MAY RIVER RD	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Manuel Studio, LLC **Owner:** Trever Wells

PLAN DESCRIPTION: A request by Ansley Hester Manuel on behalf of Trever Wells for approval of a Certificate of Appropriateness – HCO to permit the construction of a one-story commercial structure of approximately 3,750 and the associated site improvements. The property, consisting of 0.43 acres, is identified by tax map number R10 039 000 107B 0000, located at 1195 May River Road within the Town of Bluffton Highway Corridor Overlay District, and zoned Neighborhood Core.
Status : The application was reviewed and approved with conditions at the June 26, 2019 Planning Commission meeting. Staff is awaiting the submittal of documents addressing the Planning Condition conditions, including issuance of a Final Development Plan (DP-04-17-010873). Once received, they will be reviewed to ensure the conditions are met and a Final Certificate of Appropriateness granted.
STATUS 3-19-20: An email was sent to the applicant and owner as listed on the application notifying them of the impending expiration of the application.
STATUS 3-26-20: Applicant response still active - working on sewer connectivity. See attached email.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Historic District

Growth Management Application Update Report

Attachment 9

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-03-20-014120	03/16/2020	51 B COLCOCK ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Manuel Studio, LLC **Owner:** Cunningham, LLC

PLAN DESCRIPTION: A request by Ansley Manuel on behalf of Matthew Cunningham, for approval of a Certificate of Appropriateness - HD to allow the construction of a new 2-story single-family residential structure of approximately 3,260 SF and the renovation and addition to the existing 1,152 SF Carraige House, located at 51 Colcock Street Unit B in the Old Town Bluffton Historic District, and zoned as Riverfront Edge-HD.

STATUS 6/22/2020: The application was reviewed at the April 17, 2020 HPRC meeting and the June 3, 2020HPC meeting and approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.

PROJECT NAME: OLD TOWN

COFA-03-20-014106	03/11/2020	5738 GUILFORD PL	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Court Atkins Architects, Inc. **Owner:** Micheal Bradley Holdings LLC

PLAN DESCRIPTION: A request by Court Atkins Architects, Inc., on behalf of the owner, Michael Bradley Holdings, LLC, for review of a Certificate of Appropriateness to allow the construction of a new 2-story commercial structure of approximately 3,200 SF and a new Carriage House Structure of approximately 1,200 SF located at 5738 Guilford Place (Lot 2) in the Stock Farm Development and is zoned Neighborhood General – HD.
STATUS 6/22/2020: 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 May 4, 2020 meeting. A Final Application has been submitted and was heard by the full HPC at the June 3, 2020 HPC meeting and approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.

PROJECT NAME: STOCK FARM

COFA-06-20-014294	06/08/2020	5752 GUILFORD PL	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Pearce Scott **Owner:** Joe Zagari

PLAN DESCRIPTION: A request by Pearce Scott Architects, on behalf of the owner, Joe Zagari, for review of a Certificate of Appropriateness to allow the construction of a new 2-story commercial structure of approximately 2,400 SF located at 5752 Guilford Place (Lot 4) in the Stock Farm Development and is zoned Neighborhood General – HD.

STATUS: 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 29th meeting.

PROJECT NAME:

Growth Management Application Update Report

Attachment 9

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-03-20-014097	03/09/2020	32 TABBY SHELL RD	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Southern Coastal Homes, LLC **Owner:** Scott Ready

PLAN DESCRIPTION: A request by Southern Coastal Homes, on behalf of the owner, Scott Ready, for review of a Certificate of Appropriateness to allow the construction of a new 1 ½-story single-family residential structure of approximately 1,813 SF located at 32 Tabby Shell Road (Lot 17) in the Tabby Roads Development and is zoned Neighborhood General – HD.
STATUS: 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 May 4, 2020 meeting. A Final Application has been submitted and will be heard by the full HPC at the June 3, 2020 HPC meeting.

PROJECT NAME: TABBY ROADS PHASE 1

COFA-04-15-009182	04/20/2015	95 GREEN ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Storm Solutions of the Low Country, LLC **Owner:** Glenda Mikulak

PLAN DESCRIPTION: A request by Stephen Nitz of Craftsmen Homes on behalf of Glenda Mikulak for review of a Certificate of Appropriateness for the construction of a new single family residence of approximately 2,500 SF on the property identified as 95 Green Street and zoned as Neighborhood General-HD
STATUS: The project was reviewed at the May 11, 2015 HPRC meeting and comments provided to the applicant. Staff is awaiting a final application to be presented to the full HPC for final review.
STATUS 3-27-20: An email was sent to the applicant and owner as listed on the application notifying them of the impending expiration of the application
STATUS 4-27-20: The applicant has requested additional information on the missing documentation for approval. The application is to remain open at this time.

PROJECT NAME: OLD TOWN

COFA-03-20-014057	03/02/2020	13 LAWRENCE ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Mark Reichert **Owner:** Mark Reichert

PLAN DESCRIPTION: A request by Mark Reichert for review of a Certificate of Appropriateness to allow the construction of a 1,300 SF, 2-story addition to an existing 1-story residential structure of approximately 1,500 SF located at 13 Lawrence Street and is zoned Neighborhood General – HD.
STATUS: 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 May 4, 2020 meeting.

PROJECT NAME:

Growth Management Application Update Report

Attachment 9

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-07-19-013313	07/02/2019	215 GOETHE RD	Certificate of Appropriateness	Active	Katie Peterson

Applicant: The Bluffton Breeze, LLC **Owner:** Leonex Construction Group Inc.

PLAN DESCRIPTION: A request by Randolph Stewart, on behalf of Leonex Construction Group, for review of a Certificate of Appropriateness to allow the construction of a 3-story mixed use building of approximately 2,900 SF and a Carriage House of approximately 1,060 SF located at 215 Goethe Road within the May River Road development plan in the Old Town Bluffton Historic District, and zoned Neighborhood Core-HD.
STATUS: The Application was heard at the July 15th meeting of the HPRC. A Final Application has been submitted and was approved with conditions at the November 6th meeting of the HPC. Staff is awaiting resubmittal materials addressing HPC Conditions.
STATUS 11-27-19: Preliminary Approval Letter discussed with Applicant. Awaiting resubmitted materials.

PROJECT NAME: Schultz/Goethe

COFA-11-19-013711	11/21/2019	7 BLUE CRAB ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Ernest Suozzi **Owner:** Ernest Suozzi

PLAN DESCRIPTION: A request by Ernest Suozzi, for review of a Certificate of Appropriateness to allow the construction of a 2-story single family residential structure of approximately 1920 SF and a Carriage House of approximately 986 SF located on the property at 7 Blue Crab Street in the Tabby Roads development in the Old Town Bluffton Historic District, and zoned Neighborhood General-HD.
STATUS 3-24-2020:The application was heard at the December 9th meeting of the HPRC and comments provided to the Applicant. A final application was sapproved with conditions at the February 5, 2020 HPC meeting. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.

PROJECT NAME: TABBY ROADS PHASE 1

COFA-12-19-013785	12/16/2019	71 CALHOUN ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Court Atkins Architects, Inc. **Owner:** Cunningham, LLC

PLAN DESCRIPTION: Building 3- A request by Court Atkins, Inc. on behalf of Cunningham, LLC for review of a Certificate of Appropriateness to allow the construction of a two and a half-story mixed-use building of approximately 8,000 SF located at 71 Calhoun Street and is zoned Neighborhood Center – HD.
STATUS: The application was reviewed at the January 13, 2020 HPRC meeting and comments were provided to the Applicant. A final application was submitted and was reviewed for conformance with the UDO at the May 4 digital HPRC meeting where comments were provided to the Applicant. The application was heard as a workshop item at a Special Meeting of the HPC on June 10th. Staff is awaiting the submission of a final application for full formal HPC review.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Attachment 9

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

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

Active Cases

Certificate of Appropriateness

COFA-06-20-014321	06/18/2020	29 LAWTON ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Keith Koobs **Owner:** Keith & Mary Koobs

PLAN DESCRIPTION: : A request by Keith and Mary Koobs, for review of a Certificate of Appropriateness to allow the construction of a new 1-story single-family structure of approximately 1,415 SF located at 29 Lawton Street and zoned Neighborhood General – HD.

PROJECT NAME:

COFA-10-19-013647	10/31/2019	71 CALHOUN ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Court Atkins Architects, Inc. **Owner:** Cunningham, LLC

PLAN DESCRIPTION: Building 1 A request by Court Atkins, Inc. on behalf of Cunningham, LLC for review of a Certificate of Appropriateness to allow the construction of a two and a half-story mixed-use building of approximately 8,000 SF located at 71 Calhoun Street and is zoned Neighborhood Center – HD.
STATUS: The application was reviewed at the November 18, 2019 HPRC meeting and comments were provided to the Applicant. The Applicant submitted a second conceptual application for review by the HPRC. It was reviewed at the January 13, 2020 HPRC meeting and comments were provided to the Applicant. A final application was submitted and was reviewed for conformance with the UDO at the May 4 digital HPRC meeting where comments were provided to the Applicant. The application was heard as a workshop item at a Special Meeting of the HPC on June 10th. Staff is awaiting the submission of a final application for full formal HPC review.

PROJECT NAME: OLD TOWN

COFA-11-18-012562	11/14/2018	1268 MAY RIVER RD	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Kevin Farruggo **Owner:** McClure Real Estate LLC

PLAN DESCRIPTION: A request by Grady L Woods Architects on behalf of McClure Real Estate, LLC, for review of a Certificate of Appropriateness to allow the renovation of the existing contributing structure (known as the Nathanial Brown House) into a commercial office space of approximately 1,325 SF. The renovation includes: the removal of the gabled east wing of approximately 210 SF; installation of new windows, doors, and roof materials; and an interior upfit of the structure located at 1268 May River Road in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.
STATUS: The application was reviewed at the November 19th HPRC meeting and the January 9th HPC meeting and approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.
STATUS 3-30-20: An email was sent to the applicant and owner as listed on the application notifying them of the impending expiration of the application.
STATUS 4-27-20: The applicant has responded that they are working on submittal information. Active.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Attachment 9

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-01-20-013886	01/21/2020	36 TABBY SHELL RD	Certificate of Appropriateness	Active	Katie Peterson

Applicant: James Guscio **Owner:** Riverside Retreats, Inc

PLAN DESCRIPTION: A request by James Guscio, on behalf of Riverside Retreats, for review of a Certificate of Appropriateness to allow the construction of a new 2-story single-family building of approximately 2,243 SF located at 36 Tabby Shell Road in the Tabby Roads development in the Old Town Bluffton Historic District, and zoned Neighborhood General-HD.
STATUS 3-30-20: The application was reviewed and was heard at the February 3, 2020 HPRC meeting where comments were provided to the Applicant. A Final Application was submitted and was approved with conditions at the March 4, 2020 meeting of the HPC. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.

PROJECT NAME: TABBY ROADS PHASE 1

COFA-12-18-012652	12/12/2018	6 HEAD OF THE TIDE	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Manuel Studio, LLC **Owner:** Deidre Jurgensen

PLAN DESCRIPTION: A request by Ansley Manuel, on behalf of Deidre Jurgensen, for review of a Certificate of Appropriateness to allow the construction of a new Carriage House of approximately 1,424 SF located at 6 Head of the Tide in the Old Town Bluffton Historic District, and zoned Neighborhood Conservation-HD.
STATUS: The application was reviewed at the January 2nd HPRC meeting and the May 1st HPC meeting and approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.
STATUS 3-30-20: A permit has been pulled for 5 Head of Tide to remove the Carriage House from this site, as one of the conditions on this permit. Once the work associated with that permit has been complete, this COFA will be able to be approved. RNEW-10-19-2005

PROJECT NAME: OLD TOWN

COFA-09-19-013505	09/10/2019	16 GUERRARD AVE	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Allison Ramsey Architects, Inc. **Owner:** Brighton Builders, LLC

PLAN DESCRIPTION: A request by Jeremiah Smith, Allison Ramsey Architects, on behalf of Ben Kennedy for review of a Certificate of Appropriateness to allow the construction of a 1.5 single-family house of approximately 1,803 SF and garage of approximately 469 SF on a vacant lot located on the property at 16 Guerrard Avenue in the Old Town Bluffton Historic District, and zoned Neighborhood Core-HD.
STATUS: The Application is being reviewed and was heard at the September 23rd HPRC meeting where comments were provided to the Applicant. A Final Application was approved with conditions at the November 6th meeting of the HPC. Staff is awaiting resubmittal documents addressing HPC Conditions.
STATUS 3-30-20: An email was sent to the applicant and owner as listed on the application notifying them of the impending expiration of the application.
STATUS 4-27-20: Revised drawings have been submitted, awaiting submittal of Tree Removal Permit prior to final approval.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Attachment 9

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-07-18-012236	07/25/2018	81 CALHOUN ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Pearce Scott Architects, Inc. **Owner:** 81 Calhoun Street LLC

PLAN DESCRIPTION: A request by Pearce Scott Architects on behalf of Chris Shoemaker, for review of a Certificate of Appropriateness to allow the construction of a mixed-use accessory Carriage House of approximately 1,200 SF located at 55 Bridge Street in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.
STATUS: The application was reviewed at the July 30th HPRC meeting and comments were provided to the Applicant. A final applications as approved with conditions at the November 9th meeting. Staff is awaiting resubmittal documents addressing HPC Conditions. Awaiting fees to be paid

PROJECT NAME: OLD TOWN

COFA-06-19-013223	06/05/2019	127 BRIDGE ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: R. Stewart Design, LLC **Owner:** Spartina449

PLAN DESCRIPTION: A request by Randolph Stewart of R. Stewart Design, LLC., on behalf of Kay Stanley, for review of a Certificate of Appropriateness to allow for the renovation and construction of a new addition to the existing structure in the Old Town Bluffton Historic District located at 127 Bridge Street in the Old Town Bluffton Historic District, and zoned Riverfront Edge-HD.
The application was heard at the June 24th HPRC Meeting where comments were provided to the Applicant.
STATUS 3-24-2020: The Applicant submitted additional information and requested to be placed on the August 7th HPC Agenda as discussion only for their conceptual application. The Application was heard and comments provided. A final application was submitted and approved with conditions by the HPC at their October 2nd meeting. Staff is awaiting the submittal of revised materials addressing the HPC conditions. Awaiting window detail as final item for approval.

PROJECT NAME: OLD TOWN

COFA-12-19-013784	12/16/2019	71 CALHOUN ST	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Court Atkins Architects, Inc. **Owner:** Cunningham, LLC

PLAN DESCRIPTION: BUILDING 2: A request by Court Atkins, Inc. on behalf of Cunningham, LLC for review of a Certificate of Appropriateness to allow the construction of a two and a half-story mixed-use building of approximately 8,000 SF located at 71 Calhoun Street and is zoned Neighborhood Center – HD.
STATUS: The application was reviewed at the January 13, 2020 HPRC meeting and comments were provided to the Applicant. A final application was submitted and was reviewed for conformance with the UDO at the May 4 digital HPRC meeting where comments were provided to the Applicant. The application was heard as a workshop item at a Special Meeting of the HPC on June 10th. Staff is awaiting the submission of a final application for full formal HPC review.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Attachment 9

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-05-20-014242	05/21/2020	21 WHARF ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Pearce Scott Architects **Owner:** JEFF | ASHLEY FEASTER

PLAN DESCRIPTION: A request by Pearce Scott Architects, on behalf of the owner, Ashley Feaster, for review of a Certificate of Appropriateness to allow the construction of a new 2-story Carriage House structure of approximately 1,150 SF located at 21 Wharf Street and Neighborhood General – HD.
STATUS 5-21-2020: The Application is being reviewed by Staff and the HPRC for compliance with the standards found in the Unified Development Ordinance and will be placed on the June 15th meeting of the HPRC.
STATUS 6-22-2020: The application was reviewed at the June 15, 2020 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the submission of a final application for full HPC review.

PROJECT NAME: OLD TOWN

Historic District - Demolition

COFA-04-19-013053	04/10/2019	75 BRIDGE ST	Certificate of Appropriateness	Active	Charlotte Moore

Applicant: Kingfisher Construction **Owner:** Lori Guscio

PLAN DESCRIPTION: (COFA-04-19-013053) A Certificate of Appropriateness-Demolition request to allow the demolition of the existing Contributing Structure known as the Guscio Cottage. It is a 1-story wood frame, single-family structure of approximately 900 SF, located on the property identified as 75 Bridge Street in the Old Town Bluffton Historic District, and zoned Neighborhood Conservation-HD.
6/10/20: Approval letter e-mailed to Jamie Guscio with copy to attorney Robert Vaux, Heather Colin and Bruce Trimbur. Three conditions of approval.

PROJECT NAME:

Attachment 9

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-11-18-012563	11/14/2018	1268 MAY RIVER RD	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Kevin Farruggo **Owner:** McClure Real Estate LLC

PLAN DESCRIPTION: A request by Grady L Woods Architects on behalf of McClure Real Estate, LLC, for review of a Certificate of Appropriateness - Demolition to allow the demolition of a 1-story cmu block building with an attached wooden structure with a shed roof of approximately 800 SF and a small wood shed of approximately 80 SF located at 1268 May River Road in the Old Town Bluffton Historic District, and zoned Neighborhood General-HD.
STATUS: The application was reviewed at the November 19th HPRC meeting, the December 3rd DRC meeting, and the January 9th HPC meeting and approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.
STATUS 4-27-20: The Applicant is preparing revised plans for resubmittal. Active.

PROJECT NAME: OLD TOWN

Total Certificate of Appropriateness Cases: 23

Comprehensive Plan Amendment

Comprehensive Plan Amendment

Growth Management Application Update Report

Attachment 9

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-07-19-013329	07/10/2019	Comprehensive Plan Amendment	Active	Aubrie Giroux

Applicant: Walter J Nester III **Owner:** Bishop of Charleston

PLAN DESCRIPTION: Request for an Ordinance to amend the Town of Bluffton Comprehensive Plan to extend the boundary shown on Map 8.1, Future Annexation Area to include the Saint Gregory the Great property consisting of approximately 62.80 Acres of land located at 323 Fording Island Road and identified as Beaufort County Tax Map No. R600 022 000 0125 0000 & R660 022 000 1120 0000, as well as change the subject properties future land use designation from Civic/Institutional to an appropriate category which supports residential and commercial uses.
STATUS: Town Council approved the "Intent to Annex", First Reading of the Annexation Ordinance at their August 12, 2019 meeting. The Applicant previously requested to place this application on hold so they can prepare updated materials to reflect the Town's desire for them to pursue incorporating the property into the Buckwalter Planned Unit Development Concept Plan Development Agreement as a new planning tract instead of General-Mixed use as requested. To bring the property into Buckwalter, amendments to the Planned Unit Development, Concept Plan, and Development Agreement are necessary which will require the submittal of additional applications and materials. Applicant submitted revised materials and the necessary additional applications on February 21, 2020. Staff is currently reviewing the materials and applications for clarity, content, and completeness. Once Staff's notes and comments are addressed, the request will be placed on the next available regularly scheduled Planning Commission agenda as a workshop item.

PROJECT NAME: SAINT GREGORY THE GREAT CATHOLIC CHURCH

Total Comprehensive Plan Amendment Cases: 1

Concept Plan Amendment

Concept Plan Amendment

Growth Management Application Update Report

Attachment 9

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-02-20-014047	02/26/2020	Concept Plan Amendment	Active	Aubrie Giroux

Applicant: McNair Law Firm, P.A. **Owner:** Bishop of Charleston

PLAN DESCRIPTION: Request for an Ordinance to amend the Buckwalter Concept Plan to incorporate the Saint Gregory the Great property consisting of approximately 62.80 Acres of land located at 323 Fording Island Road and identified as Beaufort County Tax Map Nos. R600 022 000 0125 0000 & R660 022 000 1120 0000 as a new Land Use Tract and identify associated elements such as any increase in the overall total allowed development rights, allowed land uses, access points, density summary, acreage summary, etc. as necessary.
STATUS: Town Council approved the "Intent to Annex", First Reading of the Annexation Ordinance at their August 12, 2019 meeting. The Applicant previously requested to place this application on hold so they can prepare updated materials to reflect the Town's desire for them to pursue incorporating the property into the Buckwalter Planned Unit Development Concept Plan Development Agreement as a new planning tract instead of General-Mixed use as requested. To bring the property into Buckwalter, amendments to the Planned Unit Development, Concept Plan, and Development Agreement are necessary which will require the submittal of additional applications and materials. Applicant submitted revised materials and the necessary additional applications on February 21, 2020. Staff is currently reviewing the materials and applications for clarity, content, and completeness. Once Staff's notes and comments are addressed, the request will be placed on the next available regularly scheduled Planning Commission agenda as a workshop item.

PROJECT NAME: SAINT GREGORY THE GREAT CATHOLIC CHURCH

CPA-03-20-014069	03/02/2020	Concept Plan Amendment	Active	Aubrie Giroux

Applicant: Enmarket **Owner:** Grande Oaks II, LLC

PLAN DESCRIPTION: A request by Walter J. Nester, III on behalf of Enmark Station, Inc. for consideration of an Ordinance to approve an amendment to the Buckwalter Concept Plan to incorporate certain property consisting of approximately 1.076 Acres of land located at 464 Buckwalter Parkway and identified as a portion of Beaufort County Tax Map No. R600 029 000 0014 0000 as part of the Buckwalter Commons Planning Tract to supplement the development of the 9.18 acre Robertson site.

STATUS: Staff is currently reviewing the concurrent applications for Annexation, Zoning Map Amendment, Buckwalter Development Agreement Amendment, Buckwalter Concept Plan Amendment, and Buckwalter Commons Phase 1 Master Plan Amendment and their associated materials for clarity, content, and completeness. Once Staff's notes and comments are addressed, the request will be placed on the next available regularly scheduled Planning Commission agenda as a workshop item.

PROJECT NAME: ROBERTSON SITE

Total Concept Plan Amendment Cases: 2

Dev Agreement Amendment

PUD

Growth Management Application Update Report

Attachment 9

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-03-20-014068	03/02/2020	Dev Agreement Amendment	Active	Aubrie Giroux

Applicant: Enmarket **Owner:** Grande Oaks II, LLC

PLAN DESCRIPTION: A request by Walter J. Nester, III on behalf of Enmark Station, Inc. for consideration of an Ordinance to approve an amendment to the Buckwalter Development Agreement to incorporate certain property consisting of approximately 1.076 Acres of land located at 464 Buckwalter Parkway and identified as a portion of Beaufort County Tax Map No. R600 029 000 0014 0000 as part of the Buckwalter Commons Planning Tract to supplement the development of the 9.18 acre Robertson site.

STATUS: Staff is currently reviewing the concurrent applications for Annexation, Zoning Map Amendment, Buckwalter Development Agreement Amendment, Buckwalter Concept Plan Amendment, and Buckwalter Commons Phase 1 Master Plan Amendment and their associated materials for clarity, content, and completeness. Once Staff's notes and comments are addressed, the request will be placed on the next available regularly scheduled Planning Commission agenda as a workshop item.

PROJECT NAME: ROBERTSON SITE

DAA-02-20-014041	02/25/2020	Dev Agreement Amendment	Active	Aubrie Giroux

Applicant: McNair Law Firm, P.A. **Owner:** Bishop of Charleston

PLAN DESCRIPTION: Request for an Ordinance to amend the Buckwalter Development Agreement to incorporate the Saint Gregory the Great property consisting of approximately 62.80 Acres of land located at 323 Fording Island Road and identified as Beaufort County Tax Map Nos. R600 022 000 0125 0000 & R660 022 000 1120 0000 and identify necessary terms and conditions such as designation of the property as the Saint Gregory the Great Land Use Tract, allowed land uses for the Land Use Tract, any increase in the overall total allowed development rights for Buckwalter allocated to the property, obligations, special provisions, etc. as necessary.
STATUS: Town Council approved the "Intent to Annex", First Reading of the Annexation Ordinance at their August 12, 2019 meeting. The Applicant previously requested to place this application on hold so they can prepare updated materials to reflect the Town's desire for them to pursue incorporating the property into the Buckwalter Planned Unit Development Concept Plan Development Agreement as a new planning tract instead of General-Mixed use as requested. To bring the property into Buckwalter, amendments to the Planned Unit Development, Concept Plan, and Development Agreement are necessary which will require the submittal of additional applications and materials. Applicant submitted revised materials and the necessary additional applications on February 21, 2020. Staff is currently reviewing the materials and applications for clarity, content, and completeness. Once Staff's notes and comments are addressed, the request will be placed on the next available regularly scheduled Planning Commission agenda as a workshop item.

PROJECT NAME: SAINT GREGORY THE GREAT CATHOLIC CHURCH

Total Dev Agreement Amendment Cases: 2

Development Plan

Growth Management Application Update Report

Attachment 9

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

Development Plan

DP-03-19-012966	03/27/2019		Development Plan	Active	William Howard

Applicant: New South Living, LLC **Owner:**

PLAN DESCRIPTION: The Applicant is proposing to construct a two lane, 200 foot extension of Able Street from its terminus with Red Cedar Street to provide access to the adjacent parcel.
STATUS: Comments on the Preliminary Development Plan were reviewed at the April 9, 2019 meeting of the DRC. Awaiting Final Development Plan.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.
STATUS 04/23/2020: The Applicant has confirmed they intend to proceed with Development Plan Approval and will be re-submitting applications accordingly.

PROJECT NAME:

DP-10-18-012476	10/15/2018	1268 MAY RIVER RD	Development Plan	Active	William Howard

Applicant: Kevin Farruggo **Owner:** McClure Real Estate LLC

PLAN DESCRIPTION: The Applicant is proposing to subdivide and use parcel and develop as mixed use at 1268 May River Road, Tax Map Number R610 039 00A 0147 0000.
STATUS 10/31/2018: Comments on the Preliminary Development Plan were provided at the Oct. 30 meeting of the DRC. Awaiting re-submittal and a response to comments before placing the Preliminary Plan on the agenda for review by the Planning Commission.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.
STATUS 04/23/2020: The Applicant has confirmed they intend to proceed with Development Plan Approval and will be re-submitting applications accordingly.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Attachment 9

Town of Bluffton
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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-06-19-013211	06/03/2019	56 CALHOUN ST	Development Plan	Active	William Howard

Applicant: Town of Bluffton **Owner:** Elizabeth Fund, LLC

PLAN DESCRIPTION: The Applicant is proposing to construct a mixed use building with associated infrastructure and parking.
STATUS 06/20/2019: Comments on the Preliminary Plan were provided at the June 19 meeting of the DRC. Awaiting re-submittal for presentation to the Planning Commission.

STATUS 08/28/2019: The Preliminary Plan is approved by the Planning Commission.
STATUS 10/22/2019: Comments on the Final Development Plan were reviewed at the Oct. 16 meeting of the DRC. Awaiting re-submittal to address comments.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.
STATUS 04/23/2020: The Applicant has confirmed they intend to proceed with Development Plan Approval and will be re-submitting applications accordingly.

PROJECT NAME: OLD TOWN

DP-06-19-013224	06/05/2019		Development Plan	Active	William Howard

Applicant: Watercrest Development LLC **Owner:** Speyside

PLAN DESCRIPTION: The Applicant is proposing to construct an assisted living facility within Washington Square.

STATUS 06/20/2019: Comments on the Preliminary Plan will be provided at the June 25 meeting of the DRC.
STATUS 08/26/2019: The Preliminary Plan will be reviewed by the Planning Commission at its August 28 meeting.
08/29/2019: The Preliminary Plan was approved by the Planning Commission. Awaiting Final Development Plan.
STATUS: The Final Development Plan has been submitted. Comments were reviewed at the November 13, 2019 DRC meeting. Awaiting re-submittal.

PROJECT NAME: Buckwalter

Growth Management Application Update Report

Attachment 9

Town of Bluffton
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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-11-18-012564	11/14/2018	1217 MAY RIVER RD	Development Plan	Active	William Howard

Applicant: Witmer-Jones-Keefer, Ltd. **Owner:** May River Development LLC

PLAN DESCRIPTION: The Applicant is proposing to develop 5 existing parcels into a mixed use development consisting of 5 single family residences and 5 commercial buildings to include the site infrastructure, internal street-scape, drives, parking, walks, utilities, drainage, and stormwater BMPs .
STATUS 11/27/2018:
STATUS 12/18/2018: Comments on the Preliminary Development Plan were reviewed at the Dec. 4 meeting of the DRC. Awaiting Final Development Plan.
STATUS 05/14/2019: Comments on the Final Development Plan were reviewed at the May 14 meeting of the DRC. Awaiting re-submittal.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.
STATUS 04/23/2020: The Applicant has confirmed they intend to proceed with Development Plan Approval and will be re-submitting applications accordingly.

PROJECT NAME: OLD TOWN

DP-11-16-010264	11/10/2016		Development Plan	Active	William Howard

Applicant: Coleman Company Inc. **Owner:** WWH PALMETTO PT DEVELOPERS

PLAN DESCRIPTION: The applicant is requesting approval for a Preliminary Development Plan to construct 19 single family homes and associated infrastructure on 5.99 acres.
STATUS: Plan is scheduled for 11/29 DRC Meeting.
STATUS: The Preliminary Development Plan was heard at the December 6, 2016 DRC Meeting. A Final Development Plan was submitted, reviewed, and heard at the March 14th DRC meeting and comments provided to the Applicant.
STATUS: Awaiting resubmittal materials addressing staff comments.
STATUS: 04/03/17: APPROVED
STATUS: 7/19/17: Plan was reactivated for Certificate of Construction Compliance approval.

PROJECT NAME: VILLAGES AT PALMETTO POINTE PHASE 4B

DP-04-17-010873	04/27/2017	1195 MAY RIVER RD	Development Plan	Active	William Howard

Applicant: Manuel Studio, LLC **Owner:** Trever Wells

PLAN DESCRIPTION: The Applicant is requesting approval of a new commercial building with 4 units.
STATUS 5/18/17: Comments were reviewed at the May 16 meeting of the DRC. Awaiting submittal of Final Development Plan.
STATUS 05/10/2019: Comments on the Final Development Plan were reviewed at the May 7 meeting of the DRC. Awaiting re-submittal.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Growth Management Application Update Report

Attachment 9

Town of Bluffton
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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-05-19-013149	05/09/2019	335 BUCKWALTER PKWY	Development Plan	Active	William Howard

Applicant: Ryan Lyle PE **Owner:** St. Andrew by the Sea

PLAN DESCRIPTION: The Applicant is proposing to construct a 12,250 square foot building, an athletic field and the associated parking, sidewalks, BMPs, utilities and all other infrastructure for Phase 1 of this development located at 335 Buckwalter Parkway, Tax Map Number R610 030 000 0712 0000 & R610 030 000 0513 0000.
STATUS 05/28/2019: Comments on the Preliminary Plan were reviewed at the May 28 meeting of the DRC. A re-submittal of the Preliminary Plan is required for review and approval.
STATUS 10/23/2019: The Preliminary Development Plan was resubmitted and will be placed on the November 6, 2019 DRC agenda.
STATUS 11/19/2019: Comments were reviewed at the Nov. 6 DRC meeting. Awaiting re-submittal to address comments for presentation to the Planning Commission.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.
STATUS 04/23/2020: The Applicant has confirmed they intend to proceed with Development Plan Approval and will be re-submitting applications accordingly.

PROJECT NAME: Buckwalter

DP-10-17-011380	10/05/2017		Development Plan	Active	William Howard

Applicant: Andrews Engineering Co. **Owner:** Micheal Bradley Holdings LLC

PLAN DESCRIPTION: The Applicant is requesting approval to construct a 37,000 SF building to house a brewery, retail sales area, a restaurant and bar space and associated infrastructure. Located on Jennifer Court near the intersection of Highway 46 and Buck Island Road.
STATUS 10/18/2017: The Preliminary Development Plan is under review and scheduled for the Oct. 24 meeting of the DRC.
STATUS 11/14/2017: Comments on the Preliminary Development Plan were reviewed at the Oct 24 meeting of the DRC. Awaiting submittal of the Final Development Plan.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.
STATUS 04/23/2020: The Applicant has confirmed they intend to proceed with Development Plan Approval and will be re-submitting applications accordingly.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Growth Management Application Update Report

Attachment 9

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-03-20-014138	03/24/2020		Development Plan	Active	William Howard

Applicant: Island Plasters **Owner:** Island Plasters

PLAN DESCRIPTION: The applicant is requesting approval of a development plan to allow for the construction of a 20,000 sq ft commercial building and associated parking and infrastructure at 4384 Bluffton Parkway. The property is zoned Schultz PUD and will be reviewed using the development standards set forth in the Schultz PUD and Bluffton Park Commercial Master Plan.
The Preliminary Plan has been placed on the Agenda for the May 6 meeting of the DRC.

PROJECT NAME: BLUFFTON PARK PHASE C-1

DP-05-20-014246	05/21/2020		Development Plan	Active	William Howard

Applicant: Thomas and Hutton **Owner:** MFH LAND, LLC

PLAN DESCRIPTION: A request by Thomas and Hutton on behalf of MFH Land LLC & Town of Bluffton for the review of the grading, roads, utilities, parks and related infrastructure for Phase 1 of New Riverside Village.

PROJECT NAME: NEW RIVERSIDE VILLAGE

Preliminary Development Plan

DP-08-19-013461	08/19/2019	11 WHARF ST	Development Plan	Active	William Howard

Applicant: Sam Conner **Owner:** Garfield Moss

PLAN DESCRIPTION: The Applicant is requesting approval of a Development Plan for a 13-lot residential subdivision on approximately 3.94 acres at the corner of Wharf Street and Lawrence Street. The Preliminary Plan will be reviewed at the September 18 meeting of the DRC.
09/23/2019: Comments were provided at the Sept. 18 meeting of the DRC. Awaiting a re-submittal to address comments to present to the Planning COmmission for approval of the Preliminary Plan.
STATUS 10/22/2019: The Preliminary Plan will be presented to the Planning Commission for approval at the Oct. 23 meeting.
STATUS 10/25/2019: The application was approved with conditions, the applicant can now submit for MS4 Stormwater approval.
STATUS 04/23/2020: Staff is working with the Applicant to alter the design to increase the lot count. The applicant intends to alter the design and proceed with a Final Development Plan.

PROJECT NAME: OLD TOWN

Attachment 9

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-03-20-014061	03/02/2020	Development Plan	Active	William Howard

Applicant: Thomas & Hutton **Owner:** LSSD NEW RIVERSIDE LLC

PLAN DESCRIPTION: The Applicant is requesting approval to construct 60 residential homes and associated infrastructure as Phase 6 of Heritage at New Riverside. The Preliminary Plan has been placed on the agenda for the May 6 meeting of the DRC.

PROJECT NAME:

DP-03-20-014130	03/19/2020	Development Plan	Active	William Howard

Applicant: Halvorsen Development **Owner:** HEPBLUFF LLC

PLAN DESCRIPTION: The applicant is requesting approval of a development plan to construct a commercial building consisting of+/- 2,561 SF of restaurant & +/- 4,514 of retail on the outparcel of the May River Crossing development. The Preliminary Plan has been placed on the agenda for the May 6 meeting of the DRC.

PROJECT NAME:

Growth Management Application Update Report

Attachment 9

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-11-17-011473	11/15/2017	71 CALHOUN ST	Development Plan	Active	William Howard

Applicant: RSQ, LLC **Owner:** RSQ, LLC

PLAN DESCRIPTION: The Applicant is requesting approval to construct a 5-building mixed use development with associated parking and infrastructure.
STATUS JAN 17: Comments were provided at the Dec. 5 meeting of the DRC. Awaiting submittal of Final Development Plan.
STATUS 12/18/2018: Comments on the Final Development Plan were reviewed at the Dec. 11 meeting of the DRC. Revisions are required. Awaiting re-submittal.
STATUS 01/14/2018: The Applicant has re-submitted materials in response to staff comments provided at DRC. The plan is scheduled for review by the Planning Commission Jan. 23.
STATUS 01/29/2019: The Planning Commission recommended Approval of the Final Plan, with the condition that the Applicant provide revised parking calculations that do not include the on-street parking within 500 feet of the project site.

STATUS 04/01/2019: The Development Plan is APPROVED per the revised Project Narrative and parking table dated March 12, 2019 provided by the Applicant. The following Conditions are attached to Development Plan Approval:
1. Per UDO 4.4.2. E.1., Any restaurant use must have frontage on Calhoun Street and will not be allowed to front Bridge Street.
2. Any restaurant use will require all parking to be on site. No street parking or shared parking may be used for satisfaction of parking requirements for restaurant use.
3. Any increases in building square footage or changes in use from the Applicants Project Narrative Dated March 12, 2019 that result in an increase in required parking for the site, based on UDO Table 5.15.7.C.1.a Parking Spaces, will not be allowed without an Amendment to the Development Plan and/or Certificate of Appropriateness HD.
STATUS 11/13/2019: A Development Plan Amendment has been submitted for review. The Amendment proposes a re-configuration and reduction in buildings, from 5 buildings to 3 buildings.
STATUS 01/23/2020: Comments on the Final Plan Amendment were reviewed at the Dec. 18 Meeting of the DRC. Revisions are required for approval. Awaiting re-submittal.
STATUS 06/16/2020: Re-submittal materials to address staff comments was received May 20, 2020. After communicating with the Applicant, Staff will withhold review comments until the site plan is finalized in the HPC/COFA review process. The Applicant is aware that any changes required to the site plan or building layout resulting from comments provided by HPC will need to be updated on the Development Plan.

PROJECT NAME: OLD TOWN

DP-10-19-013621	10/22/2019		Development Plan	Active	William Howard

Applicant: Thomas and Hutton **Owner:** D.R. Horton

PLAN DESCRIPTION: The applicant is requesting Preliminary Development Plan approval for Cypress Ridge, Ph. 18, consisting of 62 single family residential lots with infrastructure.
Status: The Preliminary Plan will be reviewed at the Nov. 20 meeting of the DRC.
STATUS 12/17/2019: Awaiting submittal of Final Development Plan.

PROJECT NAME: CYPRESS RIDGE PHASE 18

Growth Management Application Update Report

Attachment 9

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-10-19-013630	10/24/2019		Development Plan	Active	William Howard

Applicant: JK Tiller Associates Inc **Owner:** Speyside

PLAN DESCRIPTION: The applicant is requesting Preliminary Development Plan approval for a mixed-use development (Washington Square) consisting of office space, 36 residential apartments, 52,000 square feet of retail, 7,000 square feet of restaurant, and 80-unit boutique hotel, an assisted living home, and greenspace.
STATUS: The Preliminary Plan will be reviewed at the November 27 DRC meeting.
STATUS 12/12/2019: Awaiting re-submittal to address comments provided on Preliminary Development Plan.
STATUS 02/20/2020: Re-submittal materials have satisfied staff comments. The Preliminary Plan is scheduled for Planning Commission review Feb. 26, 2020.
STATUS 03/02/2020: Planning Commission approved the Preliminary Development Plan. Awaiting Final Plan.

PROJECT NAME: WASHINGTON SQUARE

DP-02-20-014004	02/14/2020	119 PERSIMMON ST	Development Plan	Active	William Howard

Applicant: Johnson Way Development LLC **Owner:** William Dascombe

PLAN DESCRIPTION: The applicant is proposing to construct a commercial building and parking to alow for online auto brokerage. The Preliminary Development Plan is scheduled for the March 18 meeting of the DRC.

PROJECT NAME: BLUFFTON PARK PHASE D-1/D-3

DP-07-19-013387	07/30/2019	4407 BLUFFTON PKWY	Development Plan	Active	William Howard

Applicant: Thomas and Hutton **Owner:** STOPNSTOR

PLAN DESCRIPTION: The applicant is requesting approval of a development plan to construct an additional 7,500 SF 1 story storage building and stormwater infrastructure on approximately .5 acres.

STATUS 08/26/2019: The Preliminary Development Plan was reviewed at the August21 meeting of the DRC. Awaiting re-submittal to address comments provided to present to the Planning Commission for approval.
STATUS 10/22/2019: Comments on the re-submittal of the Preliminary Plan will be reviewed at the Oct. 30 meeting of the DRC.
STATUS 11/19/2019: Comments were provided at Oct. 30 DRC. Awaiting re-submittal to address comments to present to the Planning Commission.
STATUS 03/02/2020: THe Preliminary Plan was approved at the Feb. 26 meeting of the DRC. Awaiting Final Development Plan.

PROJECT NAME: SHULTZ TRACT

Growth Management Application Update Report

Attachment 9

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

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

Active Cases

Development Plan

DP-01-20-013911	01/23/2020	48 LAWRENCE ST	Development Plan	Active	William Howard

Applicant: Dolnik Properties **Owner:** Dolnik Properties

PLAN DESCRIPTION: The applicant is requesting approval of a development plan to allow a change of use from residential to commercial for a clothing boutique on the ground floor.
Comments on the Preliminary Development Plan will be reviewed at the Feb. 5 meeting of the DRC.
STATUS 02/20/2026: The Preliminary Plan was approved by DRC and will be presented to the Planning Commission 02/26/2020.
STATUS 03/02/02020: The Preliminary Plan was approved by the Planning Commission. Awaiting Final Development Plan.

PROJECT NAME:

DP-08-19-013460	08/19/2019		Development Plan	Active	William Howard

Applicant: O'Reilly Auto Parts **Owner:** O'Reilly Auto Parts

PLAN DESCRIPTION: The applicant is requesting approval of a development plan for the construction of a new commercial building and infrastructure for the purpose of the retail sale of automotive parts and related accessories.
The Preliminary Plan will be reviewed at the September 18 meeting of the DRC.
STATUS: 9/20/2019 Awaiting for resubmittal of plans prior to bringing it to the Planning Commission for approval.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.

PROJECT NAME: SHULTZ TRACT

DP-01-20-013861	01/13/2020		Development Plan	Active	William Howard

Applicant: Thomas & Hutton **Owner:** K Hovananian

PLAN DESCRIPTION: The Applicant is prosing to construct 79 single family lots with associated infrastructure as Phase 2 of Four Seasons at Carolina Oaks.

STATUS 01/22/2020: The plan review has placed on "Hold" and the applicant has been contacted for additional information related to land clearing. The plan review will be re-activated when the additional information and plan changes have been submitted.

PROJECT NAME: Four Seasons at Carolina Oaks

Growth Management Application Update Report

Attachment 9

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

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

Active Cases

Development Plan

DP-01-20-013887	01/21/2020	3702 OKATIE HWY	Development Plan	Active	William Howard

Applicant: Thomas & Hutton **Owner:** K Hovananian

PLAN DESCRIPTION: **Amendment submitted 3/06/2020
The Applicant is proposing the Amenity Center with associated parking and infrastructure for Four Seasons at Carolina Oaks.
STATUS 01/23/2020: Comments on the Preliminary Plan will be reviewed at the February 26 meeting of the DRC.
STATUS 03/02/2020: Comments were reviewed at the Feb. 26 meeting of the DRC. The Preliminary Plan will be reviewed at the MArch 25 meeting of the Planning Commission.

PROJECT NAME: Four Seasons at Carolina Oaks

DP-11-19-013727	11/26/2019		Development Plan	Active	William Howard

Applicant: Thomas & Hutton **Owner:** May River Forest, LLC

PLAN DESCRIPTION: **Final Development Plan 03/02/2020**
The Applicant is proposing to construct 71 single family lots and infrastructure within Block L5 of Palmetto Bluff.
STATUS 12/18/2019: Comments on the Preliminary Plan were reviewed at the Dec. 18 meeting of the DRC. Awaiting Final Development Plan.
STATUS 03/23/2020: The Final Development Plan is under review and will be placed on the agenda of the next meting of the DRC. The date of the meeting is TBD.
STatus 04/22/2020: Comments on the Final Plan will be reviewed at the May 6 meeting of the DRC.

PROJECT NAME: PALMETTO BLUFF PHASE 2

DP-08-19-013428	08/12/2019		Development Plan	Active	William Howard

Applicant: Michael Hughes **Owner:** K Hovananian

PLAN DESCRIPTION: This project consists of a secondary access/ construction entrance, gravel haul road and stockpile/ laydown area for Four Seasons at Carolina Oaks. The Preliminary Plan will be reviewed at the September 11 meeting of the DRC.
STATUS: 9/16/2019 Awaiting Final Development Plan
STATUS 04/23/2020: The Applicant is working to finalize the details of the stormwater plan before submitting for review.

PROJECT NAME: Four Seasons at Carolina Oaks

Public Project

Growth Management Application Update Report

Attachment 9

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-06-19-013267	06/19/2019	Development Plan	Active	William Howard

Applicant: Beaufort County **Owner:** Beaufort County

PLAN DESCRIPTION: The Applicant is seeking approval of a Development Plan (Public Project) to construct a 3.5 acre pond to treat run-off from Okatie Highway.
Staff Comments were provided at the July 9 meeting of the DRC. Awaiting re-submittal/stormwater permit for Final Approval.

PROJECT NAME:

DP-12-19-013803	12/20/2019	Development Plan	Active	William Howard

Applicant: Town of Bluffton **Owner:** Town of Bluffton

PLAN DESCRIPTION: The town is seeking permits to add pathways along Goethe Rd and Shults Rd in Bluffton, SC. The proposed project will disturb approximately 3.9 acres and occur within the Goethe Rd right of way (from Hwy 46 to Hilderbrand Rd) and Shults Rd right of way (from Eighth Avenue to Hilderbrand Road). Improvements to the roadside swales and drainage infrastructure are also proposed as well as the replacement of some driveways, as necessary to accommodate the proposed walkways.
STATUS 01/23/2020: The Public Project was reviewed at the Jan. 15 meeting of the DRC revisions are required. Awaiting re-submittal.

PROJECT NAME:

DP-06-20-014293	06/08/2020	Development Plan	Active	William Howard

Applicant: Cranston Engineering Group **Owner:** Town of Bluffton

PLAN DESCRIPTION: New 5' concrete sidewalk in the Simmonsville Rd r/w, minor grading, stormwater infrastructure.

PROJECT NAME:

DP-01-19-012790	01/29/2019	Development Plan	Active	William Howard

Applicant: Town of Bluffton **Owner:** Town of Bluffton

PLAN DESCRIPTION: The Applicant is proposing side walks and related infrastructure along Buck Island Road from the intersection of Kitty Road to 289 Buck Island Road.
STATUS 02/18/2019: Comments on the Public Project were provided at the Feb. 12 meeting of the DRC. The project is Approved with Conditions pending SCDHEC NPDES approval letter.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Growth Management Application Update Report

Attachment 9

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-02-19-012875	02/26/2019	52 WHARF ST	Development Plan	Active	William Howard

Applicant: Cranston Engineering Group **Owner:** Town of Bluffton

PLAN DESCRIPTION: New sanitary sewer gravity main in unserved area of Bridge Street.
STATUS 03/21/2019: The Application for Public Project has been entered and is awaiting review and approval of the Stormwater Management Plan. The project will receive review by the DRC upon Stormwater approval.
STATUS 06/20/2019: Comments were provided at the June 18 meeting of the DRC. Awaiting re-submittal for Final Approval.

PROJECT NAME: OLD TOWN

DP-06-19-013227	06/06/2019	125 PRITCHARD ST	Development Plan	Active	William Howard

Applicant: Town of Bluffton **Owner:** Town of Bluffton

PLAN DESCRIPTION: The Applicant is proposing to provide sewer mains on unserved areas of Pritchard Street.
Comments will be reviewed at the June 25 meeting of the DRC.

STATUS 07/22/2019: Comments were reviewed at the June 25 meeting of the DRC. A re-submittal of the design is required that will minimize the impact to significant oak trees in the project area.

PROJECT NAME: OLD TOWN

Total Development Plan Cases: 31

Development Plan Amendment

NA

Growth Management Application Update Report

Attachment 9

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-06-20-014304	06/12/2020	15 CAPTAINS CV	Development Plan Amendment	Active	William Howard

Applicant: Old Town Dispensary **Owner:** Old Town Dispensary

PLAN DESCRIPTION: Approve revised site plan.

PROJECT NAME:

Total Development Plan Amendment Cases: 1

Master Plan

NA

MP-02-20-014050	02/27/2020		Master Plan	Active	Aubrie Giroux

Applicant: McNair Law Firm, P.A. **Owner:** Bishop of Charleston

PLAN DESCRIPTION: Request for approval of a Master Plan for the Saint Gregory the Great property consisting of approximately 62.80 Acres of land located at 323 Fording Island Road and identified as Beaufort County Tax Map Nos. R600 022 000 0125 0000 & R660 022 000 1120 0000 for a mix of civic, institutional, residential, and commercial uses.
STATUS: Town Council approved the "Intent to Annex", First Reading of the Annexation Ordinance at their August 12, 2019 meeting. The Applicant previously requested to place this application on hold so they can prepare updated materials to reflect the Town's desire for them to pursue incorporating the property into the Buckwalter Planned Unit Development Concept Plan Development Agreement as a new planning tract instead of General-Mixed use as requested. To bring the property into Buckwalter, amendments to the Planned Unit Development, Concept Plan, and Development Agreement are necessary which will require the submittal of additional applications and materials. Applicant submitted revised materials and the necessary additional applications on February 21, 2020. Staff is currently reviewing the materials and applications for clarity, content, and completeness. Once Staff's notes and comments are addressed, the request will be placed on the next available regularly scheduled Planning Commission agenda as a workshop item.

PROJECT NAME: SAINT GREGORY THE GREAT CATHOLIC CHURCH

Total Master Plan Cases: 1

Growth Management Application Update Report

Attachment 9

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

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

Active Cases

Master Plan Amendment

Major

MPA-09-19-013530	09/16/2019	Master Plan Amendment	Active	William Howard

Applicant: Thomas and Hutton **Owner:** D.R. Horton

PLAN DESCRIPTION: A request by D.R. Horton, Inc, to amend the Cypress Ridge Master Plan to update the transportation network by adding roads and service lanes to the commercial village area of Mill Creek. The development is zoned Jones Estate Planned Unit Development and is identified by Tax Map ID parcel R614-028-000-1138-0000, located at the intersection of Highway 170 and Mill Creek Blvd. This amendment request is associated with the previous amendment (PD-04-08-363).
STATUS: 9/27/2019 - The request is currently under staff review and is anticipated to be on the October 23, 2019 Development Review Committee meeting agenda.
STATUS 10/23/2019: Comments were provided at the Oct. 16 DRC meeting. A re-submittal to address comments provided is required before presentation to the Planning Commission. Awaiting re-submittal.
STATUS 11/19/2019: The Master Plan Amendment will be presented to the Planning Commission 11/20/2019.
STATUS 12/19/2019: The Master Plan Amendment was approved by the Planning Commission and will be presented at the Jan. 14 meeting of Town Council.
STATUS 01/15/2020: The Master Plan Amendment was presented to the Town Council on Jan. 14. The Amendment was tabled and the Applicant was asked to provide a tree and topo survey of the area where townhomes are proposed for construction

PROJECT NAME: CYPRESS RIDGE

MPA-03-20-014070	03/02/2020	Master Plan Amendment	Active	Aubrie Giroux

Applicant: Enmarket **Owner:** Grande Oaks II, LLC

PLAN DESCRIPTION: A request by Walter J. Nester, III on behalf of Enmark Station, Inc. for consideration of an amendment to the Buckwalter Commons Phase 1 Master Plan to incorporate certain property consisting of approximately 1.076 Acres of land located at 464 Buckwalter Parkway and identified as a portion of Beaufort County Tax Map No. R600 029 000 0014 0000 to supplement the development of the 9.18 acre Robertson site.

STATUS: Staff is currently reviewing the concurrent applications for Annexation, Zoning Map Amendment, Buckwalter Development Agreement Amendment, Buckwalter Concept Plan Amendment, and Buckwalter Commons Phase 1 Master Plan Amendment and their associated materials for clarity, content, and completeness. Once Staff's notes and comments are addressed, the request will be placed on the next available regularly scheduled Planning Commission agenda as a workshop item.

PROJECT NAME: ROBERTSON SITE

Total Master Plan Amendment Cases: 2

Subdivision Plan

Growth Management Application Update Report

Attachment 9

Town of Bluffton
Department of Growth Management
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20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

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

Active Cases

Subdivision Plan

General

SUB-04-20-014183	04/15/2020	132 SIMMONSVILLE RD	Subdivision Plan	Active	Alan Seifert

Applicant: Elizabeth Fraizer **Owner:** Elizabeth Fraizer

PLAN DESCRIPTION: 132 Simmonsville Road - Elizabeth Frazier (Subdivision): A request by Elizabeth Frazier, owner, for review of a Subdivision Plan for the division of 1.034 acres into 2 single-family lots. The property is identified by tax map number R610 031 000 021A 0000. The property is zoned Residential General and, therefore, should be reviewed based on the requirements set forth in the Town of Bluffton Unified Development Ordinance and Town of Bluffton Stormwater Design Manual.
STATUS [04/16/2020]: The application is currently being reviewed by Staff for conformance with the Town of Bluffton UDO and is scheduled for review by the DRC at the May 20th meeting.

PROJECT NAME:

SUB-06-20-014350	06/24/2020		Subdivision Plan	Active	Alan Seifert

Applicant: Thomas & Hutton **Owner:** MFH LAND, LLC

PLAN DESCRIPTION: Reconfiguration plat of Parcels 4B-2, into 4B-2 & 4B-3C.

PROJECT NAME:

SUB-04-20-014147	04/01/2020		Subdivision Plan	Active	Alan Seifert

Applicant: Thomas & Hutton **Owner:** MFH LAND, LLC

PLAN DESCRIPTION: Reconfiguration Plat of Parcels 4B-2 and 4B-3 (Subdivision): A request by Mike Hughes of Thomas & Hutton on behalf of MFH Land, LLC, owner, for review of a Subdivision Plan for the reconfiguration and division of two (2) parcels, totaling 34.078 acres, into three (3) parcels to include two (2) Town of Bluffton owned parcels for a park, and one (1) parcel for the proposed mixed-use develop known as New Riverside Village. The property is identified by tax map numbers R610 036 000 1258 0000 and R610 036 000 3214 0000 and is located within the New Riverside Village Master Plan. The property is zoned New Riverside PUD and, therefore, should be reviewed based on the requirements set forth in the DSO 90/3 and its modifications and Town of Bluffton Stormwater Design Manual.
STATUS [04/27/2020]: The application is currently being reviewed by Staff for conformance with the New Riverside Development Agreement and Planned Unit Development documents and is scheduled for review by the DRC at the May 6th meeting.

PROJECT NAME:

Growth Management Application Update Report

Attachment 9

Town of Bluffton
Department of Growth Management
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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Subdivision Plan

SUB-04-20-014145	04/01/2020	200 NEW RIVERSIDE RD	Subdivision Plan	Active	Alan Seifert

Applicant: Thomas & Hutton **Owner:** May River Forest, LLC

PLAN DESCRIPTION: Western Buffer Parcel - New Riverside Road (Subdivision): A request by Mike Hughes of Thomas & Hutton on behalf of Dallas Wood of New Riverside Association, Inc., owner, for review of a Subdivision Plan for the division of one (1) parcel totaling 1.44 acres out of the right-of-way of New Riverside Road. The property is identified by tax map number R610 044 000 0016 0000 and is located on the New Riverside Road frontage of property owned by the Town of Bluffton and Bluffton Township Fire District. The property is zoned New Riverside PUD and, therefore, should be reviewed based on the requirements set forth in the DSO 90/3 and its modifications and Town of Bluffton Stormwater Design Manual.
STATUS [04/27/2020]: The application is currently being reviewed by Staff for conformance with the New Riverside Development Agreement and Planned Unit Development documents and is scheduled for review by the DRC at the May 6th meeting.

PROJECT NAME:

SUB-03-20-014119	03/16/2020		Subdivision Plan	Active	Alan Seifert

Applicant: Thomas & Hutton **Owner:** LSSD NEW RIVERSIDE LLC

PLAN DESCRIPTION: The Heritage at New Riverside - Phase 4 (Subdivision): A request by Mike Hughes of Thomas & Hutton on behalf of LSSD New Riverside, LLC, owner, for review of a Subdivision Plan for the division of 21.8 acres into 39 single-family lots. The property is identified by tax map number R614 036 000 1007 0000 and is located within The Heritage at New Riverside Master Plan. The property is zoned New Riverside PUD and therefore, should be reviewed based on the requirements set forth in the DSO 90/3 and its modifications and Town of Bluffton Stormwater Design Manual.
STATUS [03/23/2020]: The application is currently being reviewed by Staff for conformance with the New Riverside Development Agreement and Planned Unit Development documents and is scheduled for review by the DRC at the May 6th meeting.

PROJECT NAME:

SUB-04-20-014146	04/01/2020		Subdivision Plan	Active	Alan Seifert

Applicant: Thomas & Hutton **Owner:** May River Forest, LLC

PLAN DESCRIPTION: Eastern Buffer Parcel - New Riverside Road (Subdivision): A request by Mike Hughes of Thomas & Hutton on behalf of Dallas Wood of New Riverside Association, Inc., owner, for review of a Subdivision Plan for the division of one (1) parcel totaling 1.43 acres out of the right-of-way of New Riverside Road. The property is identified by tax map number R610 044 000 0016 0000 and is located on the New Riverside Road frontage of property owned by the Town of Bluffton and MFH Land, LLC. The property is zoned New Riverside PUD and, therefore, should be reviewed based on the requirements set forth in the DSO 90/3 and its modifications and Town of Bluffton Stormwater Design Manual.
STATUS [04/27/2020]: The application is currently being reviewed by Staff for conformance with the New Riverside Development Agreement and Planned Unit Development documents and is scheduled for review by the DRC at the May 6th meeting.

PROJECT NAME:

Growth Management Application Update Report

Attachment 9

Town of Bluffton
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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Subdivision Plan

SUB-06-20-014314	06/17/2020	Subdivision Plan	Active	Alan Seifert

Applicant: John Paul Moore **Owner:** Pulte Group

PLAN DESCRIPTION: 41 single-family residential lots.

PROJECT NAME:

SUB-05-20-014265	05/29/2020	Subdivision Plan	Active	Alan Seifert

Applicant: Thomas and Hutton **Owner:** BC Buckwalter

PLAN DESCRIPTION: Buckwalter Place - Parcels B-1A & B-1B (Subdivision): A request by Rusty Windsor of Thomas & Hutton on behalf of BC Buckwalter, LLC, owner, for review of a Subdivision Plan for the division of one (1) parcel totaling 1.93 acres into two (2) parcels. The property is identified by tax map number R610-022-000-1112-0000 and is located along Venture Drive. The property is zoned Buckwalter Planned Unit Development (PUD) and, therefore, should be reviewed based on the requirements set forth in the DSO 90/3 and its modifications and Stormwater Design Manual.
STATUS [06/03/2020]: The application is currently being reviewed by Staff for conformance with Buckwalter Development Agreement and Planned Unit Development documents and is scheduled for review by the DRC at the June 10th meeting.

PROJECT NAME:

SUB-04-17-010766	04/03/2017	Subdivision Plan	Active	Katie Peterson

Applicant: Armando Servin **Owner:** Armando Servin

PLAN DESCRIPTION: A request by Armando Servin Rosales, for the approval of a Subdivision Plan. The proposed subdivision will divide the existing parcel into two parcels. The property is located on Buck Island Road within the Residential General Zoning District. The property is identified by tax map number R640 031 000 016A 0000. The application was heard at the April 25, 2017 DRC meeting and comments were provided to the applicant.
STATUS: Awaiting Applicant submittal of sewer connection confirmation.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Growth Management Application Update Report

Attachment 9

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

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

Active Cases

Subdivision Plan

SUB-08-19-013391	08/01/2019	21 LITTLE POSSUM LN	Subdivision Plan	Active	Katie Peterson

Applicant: Progressive Tax Services **Owner:** Progressive Tax Services

PLAN DESCRIPTION: A request by James Barnwell for approval of a Subdivision Plan. The project consists of subdividing one lot into seven lots. The property is zoned Residential General and consists of approximately 1.5 acres identified by tax map numbers R610 039 000 210B 0000 and R610 039 000 210A 0000 located at 21 and 33 Little Possum Lane.
STATUS: The application was reviewed at the August 21st meeting of the DRC where comments were provided to the Applicant. Staff is awaiting revised materials addressing comments.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

SUB-02-17-010618	02/24/2017	22 PHOENIX RD	Subdivision Plan	Active	Katie Peterson

Applicant: Leona Woodard **Owner:** Terry Johnson

PLAN DESCRIPTION: The applicant is requesting approval to create a second lot from tax map number R610 031 000 0102 0000. The application was on the March 14th DRC meeting agenda, but no applicant was present. The item was tabled to the March 21st DRC meeting. The application was heard at the March 21st DRC meeting and comments provided to the Applicant.
STATUS: Awaiting applicant resubmittal addressing watershed and BJWSA comments.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

SUB-11-18-012584	11/19/2018		Subdivision Plan	Active	Katie Peterson

Applicant: Thomas & Hutton **Owner:** HL Development

PLAN DESCRIPTION: A request by Thomas and Hutton, on behalf of HL Development, LLC, for approval of a Subdivision Plan. The project consists of 4 commercial parcels and associated infrastructure to be located on approximately 15 acres. The property is zoned Planned Unit Development, located within the Buckwalter PUD and is identified by tax map number R614 029 000 2050 0000, located west of the existing Hampton Lake community and east of Lawton Station.
STATUS: The application was reviewed by Staff and was placed on the December 12th DRC Agenda for review where comments were provided to the applicant. Awaiting updated materials addressing staff comment.

PROJECT NAME: Buckwalter

Growth Management Application Update Report

Attachment 9

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

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

Active Cases

Subdivision Plan

SUB-05-20-014243	05/21/2020	32W SILVER LAKE RD	Subdivision Plan	Active	Alan Seifert

Applicant: Thomas and Hutton **Owner:** DR HORTON

PLAN DESCRIPTION: Cypress Ridge - Phase 17 (Subdivision): A request by Mike Hughes of Thomas & Hutton on behalf of DR Horton, Inc., owner, for review of a Subdivision Plan for the division of 24.6 acres into 53 single-family lots. The property is identified by tax map number R614 028 000 0294 0000 and is located within Cypress Ridge Master Plan. The property is zoned Jones Estate PUD and therefore, should be reviewed based on the requirements set forth in the DSO 90/3 and its modifications and Town of Bluffton Stormwater Design Manual.
STATUS [06/16/2020]: The application is currently being reviewed by Staff for conformance with the Jones Estate Development Agreement and Planned Unit Development documents and is scheduled for review by the DRC at the June 24th meeting.

PROJECT NAME: Cypress Ridge Phase 17

Historic District

SUB-08-19-013427	08/12/2019	6 SHELL RAKE ST	Subdivision Plan	Active	Katie Peterson

Applicant: Sunshine Living Properties, LLC **Owner:**

PLAN DESCRIPTION: This application is to divide Lot 31 Shell Rake into two lots, Lot 31 A and Lot 31 B Barnacle Cut Lane and create two future building sites.

Both lots meet UDO lot and road standards and complies with Article 3 of the UDO. The 911 address will also be changed to the addresses shown above.
Once the subdivision has been approved the applicant will provide surveyor sealed copies to be recorded.
The Application was heard by the DRC at their September 11th meeting where comments were provided to the applicant.
STATUS: Staff is awaiting the submittal of a Development Plan amendment and revised plans.

PROJECT NAME: OLD TOWN

Total Subdivision Plan Cases: 14

Zoning Action

Special Exception

Growth Management Application Update Report

Attachment 9

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-05-20-014229	05/13/2020	70 10 PENNINGTON DR	Zoning Action	Active	Kevin Icard

Applicant: Nelson Pinto **Owner:** Mathesoya Mgt Corp

PLAN DESCRIPTION: Veterinary clinic specialized in opthalmology (Outpatient only no over night care)

PROJECT NAME:

UDO Text Amendment

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.

PROJECT NAME:

Attachment 9

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-04-20-014176	04/13/2020	Zoning Action	Active	William Howard

Applicant: BRE Mariner Belfair Town Village LLC **Owner:** BRE Mariner Belfair Town Village LLC

PLAN DESCRIPTION: The applicant is requesting a text amendment to Belfair Towne Village, a portion of the Belfair PUD.

PROJECT NAME: BELFAIR TOWNE VILLAGE

Zoning Appeal

ZONE-03-20-014108	03/11/2020	Zoning Action	Active	William Howard

Applicant: Sarah Kepple **Owner:** Jim Merli

PLAN DESCRIPTION: Review of the Buckwalter PUD interpretation; was it written to protect adjacent Beaufort Co. property or do adjacent wetlands and rural residential setback requirements provide enough buffer for our property use?
STATUS 4/21/2020 Due to COVID-19, this project is being held until such time that staff can hold an in-person Public Hearing.

PROJECT NAME:

Zoning Map Amendment

Growth Management Application Update Report

Attachment 9

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-07-19-013331	07/10/2019	Zoning Action	Active	William Howard

Applicant: Walter J Nester III **Owner:** Bishop of Charleston

PLAN DESCRIPTION: Request for an Ordinance to amend the Town of Bluffton Zoning Map as well as the Buckwalter Planned Unit Development text to incorporate the Saint Gregory the Great property consisting of approximately 62.80 Acres of land located at 323 Fording Island Road and identified as Beaufort County Tax Map Nos. R600 022 000 0125 0000 & R660 022 000 1120 0000 as a portion of the Buckwalter Planned Unit Development and add any necessary text to identify terms and conditions such as designation of the property as the Saint Gregory the Great Land Use Tract, allowed land uses for the Land Use Tract, special provisions, etc. as necessary.
STATUS: Town Council approved the "Intent to Annex", First Reading of the Annexation Ordinance at their August 12, 2019 meeting. The Applicant previously requested to place this application on hold so they can prepare updated materials to reflect the Town's desire for them to pursue incorporating the property into the Buckwalter Planned Unit Development Concept Plan Development Agreement as a new planning tract instead of General-Mixed use as requested. To bring the property into Buckwalter, amendments to the Planned Unit Development, Concept Plan, and Development Agreement are necessary which will require the submittal of additional applications and materials. Applicant submitted revised materials and the necessary additional applications on February 21, 2020. Staff is currently reviewing the materials and applications for clarity, content, and completeness. Once Staff's notes and comments are addressed, the request will be placed on the next available regularly scheduled Planning Commission agenda as a workshop item.

PROJECT NAME: SAINT GREGORY THE GREAT CATHOLIC CHURCH

ZONE-03-20-014074	03/03/2020	Zoning Action	Active	Kevin Icard

Applicant: Enmarket **Owner:** Grande Oaks II, LLC

PLAN DESCRIPTION: A request by Walter J. Nester, III on behalf of Enmark Station, Inc. for consideration of an Ordinance to amend the Town of Bluffton Zoning Map to incorporate and designate certain property consisting of approximately 1.076 Acres of land located at 464 Buckwalter Parkway and identified as a portion of Beaufort County Tax Map No. R600 029 000 0014 0000 into the Buckwalter Planned Unit Development as part of the Buckwalter Commons Land Use Tract to supplement the development of the 9.18 acre Robertson site.

STATUS: Staff is currently reviewing the concurrent applications for Annexation, Zoning Map Amendment, Buckwalter Development Agreement Amendment, Buckwalter Concept Plan Amendment, and Buckwalter Commons Phase 1 Master Plan Amendment and their associated materials for clarity, content, and completeness. Once Staff's notes and comments are addressed, the request will be placed on the next available regularly scheduled Planning Commission agenda as a workshop item.

PROJECT NAME: ROBERTSON SITE

Total Zoning Action Cases: 6

Total Active Cases: 85

Growth Management Application Update Report

Attachment 9

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

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

Total Plan Cases: 85

TOWN COUNCIL

STAFF REPORT
Human Resources Department

MEETING DATE:	July 14, 2020
PROJECT:	Consideration of a Resolution to Adopt the Revised Town of Bluffton Employee Handbook
PROJECT MANAGER:	Katherine Robinson, Human Resources Director

RECOMMENDATION:

Consideration by Town Council to adopt by Resolution the revisions to the Town of Bluffton Employee Handbook.

BACKGROUND/DISCUSSION:

Town Council approved adoption of the Town of Bluffton Employee Handbook on October 13, 2004. This provided for subsequent revisions to be approved by Resolution of Town Council. Revisions to the Handbook were made in 2006, 2008, 2015 and again in 2019.

In response to COVID-19, there was a need to revise some of the existing policies and to create some new policies to the Employee Handbook.

There were also revisions to the Town of Bluffton Paid Holidays Section with the addition of Juneteenth and the Equal Employment Opportunity Policy with the Title VII Protection Act being extended to include homosexual and transgender. Clarifications were made to the existing Accident Reporting Procedures.

Changes to existing policies:

- Revised the Special Pay Provisions to include “Declared Pandemic Emergency” and “Temporary Supplemental Compensation”.

Added the following new policies:

- Families First Coronavirus Response Act (FFCRA)
- COVID-19 Travel Advisory Notice
- COVID-19 Pandemic Personal Protective Equipment (PPE)
- COVID-10 Temporary Telecommuting Policy
- Emergency Management Training Policy
- Non-Emergency Telecommuting Policy

NEXT STEPS:

Upon adoption of Resolution, provide an electronic copy of the updated Policies in the Employee Handbook to all employees, conduct meetings to answer questions and review Employee Handbook.

SUMMARY:

COVID-19 and the corresponding quarantine has created a need for some policies that enable the continuity of operations. The addition of some new policies and the revision of others provides an excellent manual to guide staff during their employment with the Town of Bluffton.

ATTACHMENTS:

1. Resolution
2. DRAFT of Updated Town of Bluffton Employee Handbook
3. Suggested Motion

RESOLUTION

A RESOLUTION APPROVING THE ADOPTION OF THE REVISED EMPLOYEE HANDBOOK FOR THE TOWN OF BLUFFTON, SOUTH CAROLINA

WHEREAS, the Town of Bluffton Town Council (the "Town Council") desires a comprehensive set of guidelines and policies governing all personnel matters for all Town employees, including employee conduct, workplace conditions, drug and alcohol policies, policies that implement state and federal employment laws, and other aspects of public employment and service; and

WHEREAS, the Town of Bluffton Employee Handbook was approved and adopted by Town Council on October 13, 2004, and was subsequently revised and amended by Resolution by Town Council in 2006, 2008 and 2015; 2019; and

WHEREAS, in response to COVID-19 there was a need to add new policies to the Employee Handbook; and

WHEREAS, in response to COVID-19 there was also a need to revise existing policies in the Employee Handbook for clarification; and

WHEREAS, Juneteenth Day, was added as a Town of Bluffton Paid Holiday; and

WHEREAS, in accordance with the recent U.S. Supreme Court ruling, the Equal Employment Opportunity Policy with the Title VII Protection Act has been extended to include homosexual and transgender; and

WHEREAS, there was a need for clarification to be made in the Town's Accident Reporting Procedures.

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

1. The Town Council of the Town of Bluffton adopts the Town of Bluffton Employee Handbook, dated July 14, 2020, a copy of which is attached hereto as **Exhibit "A"** and incorporated by reference herein.

2. The attached Employee Handbook shall supercede any previously approved Employee Handbook.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS _____DAY OF ___, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

_____
Kimberly Chapman, Town Clerk
Town of Bluffton, South Carolina

ATTACHMENT:

A. Town of Bluffton Employee Handbook (Revised), July 14, 2020

ATTACHMENT 2

Town of Bluffton

An Equal Opportunity Employer

EMPLOYEE HANDBOOK

bluffton

HEART OF THE LOWCOUNTRY™

Town of Bluffton Employee Handbook

ALL EMPLOYEES OF THE TOWN ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN ANY OF THE TOWN'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NO PAST PRACTICES OR PROCEDURES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, THAT ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE PUT IN WRITING; 2) THE DOCUMENT IS LABELED "CONTRACT"; 3) THE DOCUMENT STATES THE TERM OF EMPLOYMENT; AND 4) THE DOCUMENT IS SIGNED BY THE TOWN / MANAGER OR APPROVED BY VOTE OF COUNCIL.

Adopted June 1, 2008

Updated May 26, 2015

Updated June 11, 2019

Updated July 14, 2020

Town of Bluffton, South Carolina

DISCLAIMER

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I acknowledge receipt of the Town's personnel handbook and understand that it is not a contract of employment. I understand this handbook replaces all previous handbooks, policies, and practices.

_____ _____
[Signature] Date

_____
[Printed Name}

_____ _____
[Witness / Position] Date

For employees in the Bluffton police department, the Bluffton Police department standard operating procedures (SOP's) serve as an addendum to this handbook.

EMPLOYEE COPY

Town of Bluffton, South Carolina

DISCLAIMER

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_____ _____
[Signature] Date

_____
[Printed Name}

_____ _____
[Witness / Position] Date

For employees in the Bluffton police department, the Bluffton Police department standard operating procedures (SOP's) serve as an addendum to this handbook.

HUMAN RESOURCES COPY

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Lisa Sulka
Mayor

Larry Toomer
Mayor Pro Tempore

Marc Orlando
Town Manager

Council Members
Dan Wood
Fred Hamilton
Harry Lutz

Kimberly Chapman
Town Clerk

Welcome!

Our community shares a deep pride in our town and it is an honor to work with such an engaged citizenry. We look forward to your contributions as a part of the staff entrusted to serve Bluffton. As one of the fastest-growing municipalities in Beaufort County and the Southeast, Bluffton provides a dynamic work culture as we manage our local government's services, issues and operations.

Bluffton's Mayor, Town Council members and staff are results-driven, and customer-service oriented with a commitment to excellence. This collective work ethic is what ensures we accomplish the mission of the Town of Bluffton, which is, "We take care of our citizens, the Town and each other by continuously making our community and organization better."

As Town Manager, it's my privilege to ensure you have the resources to perform your job at the highest level possible. One of these resources includes this Employee Handbook. This Handbook is not a contract; however, it is a reference guide which provides basic employment policies and benefits associated with being a Town of Bluffton employee.

You are encouraged to become familiar with the contents of this Employee Handbook. If you have questions regarding any policy contained in it, please seek clarification from your supervisor, department director, Human Resources or me.

Once again, welcome to the Staff of the Town of Bluffton!

Sincerely,

Marc Orlando

Marc Orlando,
Town Manager, ICMA- CM

Theodore D. Washington Municipal Building
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910
Telephone (843) 706-4500 Fax (843) 757-6720
www.townotbluffton.sc.gov

Town of Bluffton History

Located in the center of Beaufort County, South Carolina, Bluffton is known as the "Heart of the Lowcountry." Bluffton offers a strategic location for residents, businesses and guests. Bluffton is also central to other Lowcountry towns and Southeastern attractions such as Hilton Head Island, Beaufort City, Charleston, Savannah, Georgia and Jacksonville, Florida.

Incorporated in 1852, Bluffton was a one-square mile river town. The Town earned its name because of its original one-square mile jurisdiction resided on a bluff above the May River. Bluffton's "heart" is its May River and it has always been the town's centerpiece. The river is why area plantation owners and their families first came to Bluffton in the early 1800s. They built summer homes on "The Bluff" to escape the hot, unhealthy conditions of the low-lying rice and cotton plantations. Bluffton's high ground and cool river breezes from the May River provided that relief. The May River also provided families easy-access to other waterways. What is now known as the Calhoun Street Dock was once a rest stop for boat travelers between Savannah, Beaufort and Charleston.

Bluffton's coastal way of life has earned it the title of one of "the last true coastal village of the South." Besides living, working and playing among the Lowcountry's natural resources, Bluffton residents pride themselves in their sense of community and their non-conforming ways. Often described as "eclectic," the town is full of artists, art galleries, festivals and parades. Bluffton residents have also been known as a rebellious community. That reputation began in its roots – literally. Bluffton became a hotbed of the separatist movement in 1844. Robert Barnwell Rhett, a South Carolina congressman, spoke to a group of about 500 residents under a big Oak Tree in Bluffton to protest federal taxes and discuss other issues affecting the South. This meeting gave birth to the Secession movement which led South Carolina to be the first state to leave the Union in 1860. That tree still exists today in Bluffton.

The Civil War had a devastating effect on Bluffton as two-thirds of the town was destroyed by fire during the Union's Bluffton Expedition on June 4, 1863. Those who remained were destitute and it took many years for Bluffton to economically reestablish itself.

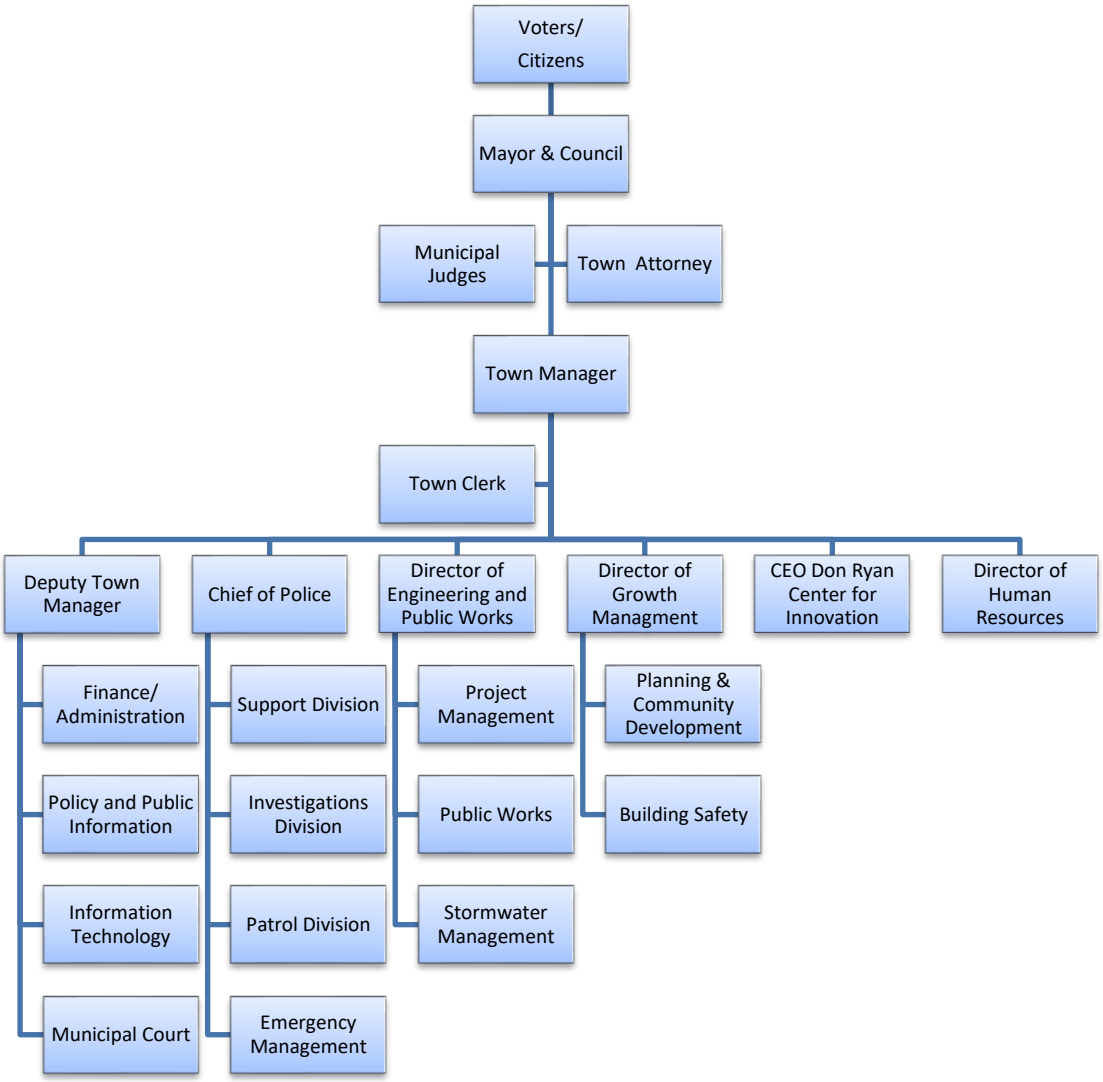
Preserving history and the town's remaining buildings from the Antebellum/Reconstruction Era has resulted in a surge of tourism and numerous local, regional and national accolades.

While time marches on, the reasons why people come to Bluffton haven't changed much since its early days. People are relocating to Bluffton for its beauty, culture and high quality of life. The Historic District is still the hub of businesses, shopping and community gatherings. The May River is where people still go to fish, oyster and shrimp. It is a town known as the place to get the Lowcountry's best seafood. Tourists and residents come to Bluffton to see oystermen harvest May River oysters the old-fashioned way, using their hands, gloves and small boats called bateaus. These oysters are brought to the historic Bluffton Oyster Company where employees, many who have worked there for generations, hand shuck the oysters. The Bluffton Oyster Company is the last hand-shucking factory in the state.

One of the secrets to Bluffton's population surge and success is preserving the town's uniqueness as it honors its past. Most towns only have one building, or site or one family's story to carry on the stories of its former years. Wars, especially the Civil War, Mother Nature's destruction or the desire to build anew have destroyed the history of most American cities. Bluffton is different. Its Historic District is comprised of numerous historic buildings, homes, sites and landmarks. Town leaders know that its uniqueness is what separates it from other municipalities and they continually invest in the Historic District.

While Bluffton still operates in similar ways, the town, itself, has dramatically changed. In the last few decades, Bluffton's land mass and population has skyrocketed. Since 1998, Bluffton has exploded from about 750 residents and a jurisdiction of one-square mile (i.e. the Historic District). In 2019, Bluffton is 54 square miles due to multiple annexations and has more than 20,000 residents. Bluffton is the fastest growing municipality in South Carolina and is consistently winning honors, awards and accolades for its high quality of life, low crime rate, progressive economic development initiatives and innovative urban planning.

Town of Bluffton Organizational Structure



Town of Bluffton Mission Statement

We take care of our citizens, the Town and each other by continuously making our community and organization better.

The Town organization is committed to:

- Providing excellent services by continuously looking for improvements in services using best practices.
- Providing award winning fiscal management services to our citizens.
- Providing exceptional customer service that is focused on solutions and meeting the needs of our citizens.
- Providing meaningful public engagement opportunities for our community.
- Providing a work environment committed to teamwork, communication, transparency, ethical behavior and progressive compensation to help employees reach their full potential.
- Providing and using performance measures to determine if our services are getting the intended results.

Town of Bluffton Vision Statement

Bluffton, the Heart of the Lowcountry, a town that appreciates the past, focuses on today and is planning together for a great future.

Bluffton is a welcoming and inclusive community, committed to retaining its historic nature, livable neighborhoods, active lifestyle and respect for the May River. We are committed to work together to create a great community now and one that is also sustainable for the generations to come.

PRINCIPLES	VALUES
1. Respect	We respect our citizens and strive to protect their dignity, freedom and privacy.
2. Effectiveness	We provide services in a cost-effective manner.
3. Continuous Improvement	We strive to continuously improve by seeking feedback from our citizens, and by improving our services through training and professional development.
4. Leadership	We believe we must be a pace-setting municipality in our country and in our state.
5. Service	We maintain an attitude and a commitment of going "above and beyond" in serving our citizens.
6. Trust	We develop and foster a climate of trust and sincerity.

Bluffton's Covenant

As citizens of Bluffton, we hold the following to be true:

- *That social, cultural and economic diversity and inclusiveness are the essence of our community;*
- *That we bear responsibility for the stewardship of nature's blessings entrusted to us in Bluffton and along the May River;*
- *That freedom and civic duty work hand-in-hand to create a culture of individuality and a sense of community;*
- *That our natural, physical and cultural history is worthy of our protection as trustees in order for us to embrace our future.*

Acknowledging these truths, we aspire to the following goals:

- *To build upon our historic foundation a future that celebrates diversity, nurtures neighborliness and ensures a future of opportunity for generations to come;*
- *To enhance the natural beauty and the quality of the May River and its watershed;*
- *To protect the architectural heritage of Old Town Bluffton;*
- *To enhance the canopy of trees and natural landscape throughout Bluffton;*
- *To engage the creative human spirit and the arts within Bluffton;*
- *To protect and enhance the oyster, shrimping and fishing opportunities of the May*
- *River;*
- *To provide housing opportunities for all citizens that are decent, affordable, and Bluffton beautiful;*
- *To nurture respect for each citizen.*

SECTION I.
EMPLOYMENT POLICIES

This section discusses some standard policies related to your employment such as the Equal Employment Opportunity (EEO) Policy, the Anti-Harassment Policy, Sexual Harassment Policy, the Town's Fraternization Policy. The Town's Hiring Policy is also covered, which includes the Nepotism/Employment of Relatives Policy. It also provides information on the Americans with Disabilities Act (ADA) and Reasonable Accommodation.

1.0. EMPLOYMENT POLICIES.

1.1 Equal Employment Opportunity (EEO) Policy.

The Town provides equal opportunity to all applicants for employment and administers hiring, conditions and privileges of employment, compensation, training, promotions, transfer and discipline without discrimination because of race, color, religion, gender, disability, sexual orientation, gender identity, genetic information, age or national origin. The Town also prohibits retaliation against employees who have reported discrimination. Any employee who believes that he has been discriminated against in violation of this policy should report the matter to Human Resources, the employee's immediate supervisor or any manager in the employee's chain of command.

1.2 Anti-Harassment Policy.

Various laws and regulations generally prohibit employment decisions from being made on the basis of race, color, sex, religion, national origin, age, genetic information, disability, sexual orientation, gender identity, or similar distinctions. In addition, it is our desire to provide a working environment in which employees are free from discomfort or pressure resulting from jokes, ridicule, slurs, threats, and harassment either relating to such distinctions or simply resulting from a lack of consideration for a fellow human being.

The Town does not tolerate harassment of any kind and forbids retaliation against anyone who has reported harassment in good faith.

Sexual Harassment

Sexual harassment warrants special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when:

a) Submission to the conduct is an explicit or implicit term or condition of employment; or

b) Submission to or rejection of the conduct is used as the basis for an employment decision; or

c) The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include explicit sexual propositions, sexual innuendos, suggestive comments, sexually oriented kidding or teasing, practical jokes, jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, put-downs or condescending or derisive comments or terms based on gender, and physical conduct, such as patting, pinching, or brushing against another person. Although most commonly, the perpetrator of such conduct is male, and the victim is female, this policy prohibits such conduct regardless of the gender of the perpetrator or victim.

Disputes sometimes arise as to whether conduct was "welcome" or "unwelcome." Conduct that would violate this policy if it were unwelcome violates the policy if anyone complains of it. However, not all conduct, which is prohibited by this policy, constitutes a violation of the law.

1.3 Fraternization Policy.

The purpose of the Town's Fraternization Policy is to uphold appropriate boundaries between personal and business relationships, which includes the requirement to report participation of such relationships, including those with vendors and other business associates.

Except as otherwise stated below, Town employees may date, develop friendships and relationships both inside and outside of the workplace as long as the relationships do not negatively have an impact on work.

Any relationship that interferes with the Town's business including, but not limited to, the culture of

teamwork, the harmonious work environment or the productivity of employees, will generally be addressed by applying the progressive discipline policy up to and including employee termination.

Adverse workplace behavior or behavior that affects the workplace that arises because of personal relationships will not be tolerated.

The exception to this policy relates to the conduct of managers and supervisors employed by the Town. Employees working in a managerial and/or supervisory role are prohibited from engaging in personal relationships (i.e. dating, etc.) with employees who report to them, whether directly or indirectly. Such conduct may be perceived as favoritism and/or misuse of authority and will not be tolerated.

1.4 Americans with Disabilities Act (ADA).

The Town of Bluffton is committed to equal opportunity in all aspects of employment for qualified individuals with a disability. In accordance with the Americans with Disabilities Act (ADA) and State law, and consistent with the Town's policy on Productive Work Environment, it is the policy of the Town to provide reasonable accommodations in employment to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the operations of the Town's business or would change the essential functions of the position. Retaliation against an individual with a disability for utilizing this policy is prohibited. This guideline governs all aspects of employment including selection, job assignment, compensation, discipline, employment, termination, and access to benefits and training.

Definitions:

Disability. The term "disability" means, with respect to an individual –

a) A physical or mental impairment that substantially limits one or more major life activities of such individual;
b) A record of such an impairment;
c) Being regarded as having such an impairment; or
d) An impairment that is episodic or in remission if it substantially limits a major life activity when it is active.

Major Life Activities.

a) ***In general*** – major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.
b) ***Major Bodily functions*** – a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

Substantially Limiting. An impairment is limiting if it prohibits or significantly restricts an individual's ability to perform a major life activity as compared to the ability of the average person in the general population to perform the same activity. The determination of whether an impairment substantially limits a major life activity depends on the nature and severity of the impairment, the duration or expected duration of the impairment, and the permanent or long-term impact of the impairment.

Has a Record of an Impairment. An individual has a record of an impairment if that individual has a history of, or has been classified as having, a mental or physical impairment that substantially limits one or more major life activities.

Regarded as Having Such an Impairment. An individual meets the requirements of being regarded as having such an impairment if the individual establishes that he or she has been

subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment substantially limits or is perceived to substantially limit a major life activity.

Qualified Individual with a Disability. An employee or applicant for employment who, with or without a reasonable accommodation can perform the essential functions of the position.

Reasonable Accommodation. A modification or adjustment to a position, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to perform the essential functions of the position.

Reasonable accommodations may include, but are not limited to:

a) Making existing facilities readily accessible to and usable by persons with disabilities;
b) Job restructuring, modifying work schedules, reassignment to a vacant position; or
c) Acquiring or modifying equipment or devices, adjusting or modifying examinations, training materials, or policies, and providing qualified readers or interpreters.

The Town is not obligated to and will not provide personal use items needed in accomplishing daily activities (i.e. eyeglasses, hearing aids, prosthetic limbs, or a wheelchair.)

Essential Job Function. The fundamental duties of the position or the primary reasons the position exists.

a) The Town does not have to eliminate an essential function from the position, nor does it have to lower quality or performance standards to make an accommodation, as long as those standards are applied uniformly to employees with or without a disability.
b) The Town does not have to create a new position to accommodate an employee.

Marginal Job Function. A job function that would be considered a secondary non-critical job task.

Although important and necessary to the position, a marginal job function could be reassigned to others and/or performed a lesser percentage of time as occasional essential functions.

Undue Hardship. An accommodation or action requiring significant difficulty or expense when considered in light of factors such as the Town's financial resources. Undue hardship also refers to an accommodation that is unduly extensive, substantial, or disruptive, or one that would fundamentally alter the nature of the position.

Accommodation is a two-way street, and employees are expected to notify Human Resources or other appropriate Town staff if they need an accommodation. Any Supervisor or Department Head receiving a request for an accommodation should report it to Human Resources so that an appropriate resolution can be determined.

Normally, the disclosure of a disability or request for accommodation will result in an interactive process between the Town and the employee to determine what, if any, reasonable accommodation might best enable the employee to perform the essential functions of his/her job. What accommodation, if any, will be determined on a case-by-case basis. If it is not possible to accommodate an employee in his/her current position, then the Town may resort to determining if there are other positions available and to be filled for which the employee can perform the essential functions of the job, with or without accommodation.

1.5 Hiring / Recruiting.

The Town endeavors to hire the most suitable candidate for open positions and encourages current employees to apply for positions for which they are qualified. The Town may also solicit and consider applications from external applicants. Decisions to fill an open position are made by the Department

Director or Chief of Police and approved by the Town Manager. All new positions require prior approval by the Town Manager.

1.6 Nepotism / Employment of Relatives.

People in the same immediate family may not be employed or continue to be employed if one directly or indirectly supervises another or interacts with another in the handling of money or compensation. For purposes of this policy, immediate family is defined as spouse, parent, child, grandparent, grandchild, brother or sister, parent-in-law, grandparent-in-law, brother-in-law and sister-in-law, son-in-law, or daughter-in-law. The immediate family is also considered to include stepparents, stepchildren, stepbrothers and stepsisters when the employee and the step-relative have lived together regularly in the same household. Unrelated employees residing together or otherwise engaged in a close personal relationship (such as domestic partner, co-habitant or significant other) are treated as being within the immediate family of each other for the purposes of this nepotism policy.

If employees become related by marriage and create a situation prohibited by this policy, one of the employees may be asked to give up his/her position. If the employees cannot choose which of them it will be, the employee having the lower budgeted annual compensation may be removed. The removed employee may be considered for other positions within the Town for which he/she is qualified.

Situations not specifically addressed in this policy that, in the Town's opinion, create a conflict of interest or give the appearance of a conflict of interest, will be handled at the Town's discretion. Exceptions to this policy may be made with Town Manager Approval.

1.7 Probationary Period.

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Town uses this period to evaluate the employee's capabilities, work habits, and overall performance.

New employees work on a probationary basis for the first six months after their date of hire. This period is not a guarantee of employment for six months. If the Town determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended, or the employment relationship may end.

Upon satisfactory completion of the probationary period as evidenced by a performance evaluation, employees are assigned to a "regular" employment classification.

During the probationary period, new employees are eligible for several Town-provided benefits and benefits required by law. After becoming a "regular" employee, the individual will become eligible for additional Town-provided benefits subject to the terms and conditions of each benefit plan. Participation and eligibility for benefit plans will be handled in accordance with the respective guidelines of each benefit offered.

Former Town employees rehired following a break in service may be required to satisfy a new probationary period, as determined by the Town Manager.

1.8 Employee Performance.

Performance appraisals will be conducted with each employee. Employees will be evaluated and will be given feedback concerning their job performance. Performance appraisals may be used in decisions concerning pay, promotions, discipline, transfers, training, employee development, and continuation of employment. However, no employee has a right to a pay increase because of a good evaluation.

Appraisal Periods. Initial Probationary Period for employees is 6 months following employment date. All other regular employees will be reviewed annually. Employee promotions or transfers will

also have a 6-month probationary period. Appraisals will also be conducted when an employee's performance falls below expectations.

If a performance appraisal has been completed within one month of the above occasions, a new appraisal does not need to be completed. Between scheduled appraisals, Supervisors should discuss with employees on an informal basis any performance issues that require attention. Supervisors should keep records of any significant incidents and provide a copy of the documentation to Human Resources.

Appraisal Procedures. The chain of command applies to the process as outlined below:

- Supervisors evaluate each employee;
- Final evaluations are reviewed by Department Directors or Chief of Police;
- Town Manager evaluates all Department Directors and approves all performance evaluations.
  a) Supervisors should prepare a written appraisal of each employee's job performance. The appraisal should include the Supervisor's comments and recommendations, and performance goals for the next evaluation period.
  b) Department Heads/Chief of Police should review each Supervisor's written evaluation for each employee to help assure that the evaluation has been completed properly in as fair and objective a manner as possible.
  c) After the written evaluation has been reviewed and approved by the Town Manager, the Supervisor and employee should meet to discuss the evaluation, assess the employee's strengths and weaknesses in a constructive manner, and set objectives and goals for the coming period. The employee should be given the opportunity to examine the evaluation and make written comments about any aspect of it. The employee and Supervisor then should sign and date the evaluation and forward it to Human Resources for review and inclusion in the employee's personnel file.

The procedures discussed in this policy are only guidelines. The Town may, in its sole discretion, modify or revoke them in whole or in part at any time. Therefore, these procedures are not a promise or contract, express or implied, and the Town retains the right to determine whether and how they will be applied, depending on the circumstances.

1.9 Telecommuting Policy

Overview

The Town of Bluffton ("the Town") considers that telecommuting can be a viable alternative work arrangement in cases where the individual and their job are suited to such an arrangement. Telecommuting may allow an employee to work at home, on the road, or in a satellite location for all or a portion of their regular workweek. Telecommuting is a work alternative that may be appropriate for some employees and some jobs. It is not an entitlement; it is not a Town-wide benefit; and it in no way changes the terms and conditions of employment with the Town.

Telecommuting is also an option in instances where business cannot be conducted at Town Hall or at the employee's normal workstation or office location. This can be due to a number of reasons to include, but not limited to temporary construction activity, emergency and/or health conditions which preclude the ability to enter the workplace (please reference the Town of Bluffton's Declared Emergency Temporary Telecommuting Policy).

Telecommuting Procedure:

1. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.

2. Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel; or formal, as outlined below. All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the Town.

3. Any employee may be eligible for telecommuting consideration with Town Manager approval.

4. Eligible positions will be recommended by the Department Head, reviewed by Human Resources, approved by the Town Manager and will be based upon functional role and business needs. A Telecommuting Agreement must be completed prior to implementing a telecommuting schedule.

5. Any approved telecommuting arrangement may be discontinued, at will, at any time by either the telecommuter or the Town.

6. The approval of employee's telecommuting request does not mean that another employee who later may fill the same position will be authorized to telecommute. Also, a telecommuting employee who changes positions or whose responsibilities change may be subject to review and possible cancellation of previous telework arrangements.

7. Prior to telecommuting, employee is required to attend on-line security training.

8. Telecommuters must be available by phone or other electronic communication during the agreed upon telecommuting hours of work.

9. Supervisors should remind staff to take breaks and not work excessively in front of the screen. Teleworking is about achieving an expected level of productivity.

10. The employee and supervisor will agree on the number of days of telecommuting allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone or modem during the agreed upon work schedule.

11. Telecommuters who are hourly employees or non-exempt, will record all hours worked in the same manner as if they were working on Town Premises. Accrual of overtime or compensatory time will be administered under the same provisions as if the work were performed at the regular work location. Overtime work must have prior Supervisor approval.

12. Telecommuters who are salaried or exempt do not ordinarily complete a timecard at their regular place of work. However, when telecommuting, they will keep a record of actual time worked at the alternate work location for the purposes of demonstrating accountability to their agreed upon work schedule.

13. Before entering into any telecommuting arrangement, the employee and supervisor will evaluate the suitability of such an arrangement paying particular attention to the following areas:

a. Job Responsibilities - the employee and supervisor will discuss the job responsibilities and determine if the job is appropriate or suitable for a successful telecommuting arrangement.

b. Employee Suitability - the employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.

c. Equipment needs, work-space design considerations and scheduling issues.

d. Tax and other legal implications for the business use of the employee's home based on IRS and state and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the employee.

14. The supervisor and employee will establish a routine communication schedule to monitor assigned work projects and tasks. Evaluation of telecommuter performance will be consistent in both content and frequency with that received by employees working at the office.

15. Telecommuting is NOT designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family prior to entering into a telecommuting agreement.

16. Employees entering into a telecommuting agreement may be required to forfeit use of a personal on-site office or workstation in favor of a shared arrangement to maximize Town office space needs.

17. The availability of telecommuting as a flexible work arrangement for employees of the Town can be discontinued at any time at the discretion of the Town. Every effort will be made to provide 30 days' notice of such a change to accommodate commuting, childcare and other problems that may arise from such a change. There may be instances however, where no notice or less notice is possible.

Equipment

1. The Town will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) and who (the Town or the employee) will supply the equipment for telecommuting for each telecommuting arrangement on a case-by-case basis. The Town's Information Technology Department will serve as a resource in this matter. Equipment supplied by the Town will be maintained by the Town. Equipment supplied by the employee, if deemed appropriate by the Town, will be maintained by the employee. The Town accepts no responsibility for damage or repairs to employee-owned equipment. The Town reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the Town is to be used for business only. The telecommuter shall sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft. Employees are responsible for the proper care and return of all Town property and equipment assigned to their possession. Unless other arrangements are made upon termination of employment, all Town property will be returned to the Town no later than the final day of employment.

2. After equipment has been delivered, a designated representative of the Town may visit the employee's off-site workplace to inspect for possible work hazards and to suggest modifications. Repeat inspections may occur on an as-needed basis. Injuries sustained by a telecommuting employee who is working at home are not normally covered by the Town's worker's compensation policy. If a telecommuting employee is convinced that an injury which he/she has sustained at home was directly related to performance of his/her duties for the Town, he/she is responsible for notifying the Town of such injuries in accordance with the Town's worker's compensation procedures applicable to all other employees. The telecommuting employee is solely liable for any injuries sustained by visitors to his/her office workplace.

3. The Town will supply the employee with appropriate office supplies (pens, paper, etc.) to be charged against the employee's department budget for successful completion of job responsibilities. With Supervisor approval, the Town will also reimburse the employee for all other business-related expenses such as phone calls, shipping costs, etc. that may reasonably be incurred while performing job responsibilities.

4. Consistent with the Town's expectations of information asset security for employees working at the office full-time, telecommuting employees will be expected to ensure the protection of proprietary Town and customer information accessible from their off-site workplace. Steps include, but are not limited to, use of the locked file cabinets and desks, regular password maintenance, locking your computer when stepping away from the workstation, and all other steps appropriate for the job and the environment.

5. The telecommuting employee will establish an environment appropriate for work purposes. The Town will not be responsible for costs associated with set-up of employee's off-site workplace such as remodeling, furniture or lighting, nor for repairs nor modifications to the off-site office space, nor for increased utility costs. Employees will be offered appropriate assistance in setting up a workstation designed for safe, comfortable work.

Amendment of Policy

This policy may be cancelled, suspended, or amended at any time by the Town Manager.

1.10 Promotions and Transfers.

The Town of Bluffton may look first within its own ranks prior to filling a position from the outside. However, the Town reserves the right to consider external candidates before making an employment decision.

All employees are encouraged to seek advancement opportunities and to obtain promotion and career guidance from their Supervisor, Department Head, or Human Resources. To be considered for an open position, an employee must have successfully completed their first 6 months of probationary employment, have a satisfactory performance record and have no disciplinary actions during this same period. With Town Manager approval, some of the time of this 6-month period can be waived if the early transfer is necessary to meet operational needs. Generally, this will happen primarily with departmental internal transfers. Employee's eligibility for promotion will be determined by the requirements of the new job. If eligible, the employee must submit a Town of Bluffton Employment Application, cover letter and resume to Human Resources.

Job openings and promotions for which management solicits candidates from within the Town normally will be posted on the Town's website and communicated through email. However, as it considers appropriate, management may fill job openings or make promotions without posting notices.

When job openings or promotion opportunities are posted:

a) Supervisors and Department Heads may initiate the procedure within the same time and propose employees for the position. The Department Head should forward a written recommendation for promotion of an individual to Human Resources, which must be approved by the Town Manager;
b) If no recommendation for promotion is provided, interested employees may apply to Human Resources prior to the deadline specified in the posting, if one has been set;
c) With approval, Human Resources may solicit outside candidates during or after the posting period, if one has been set.

A newly promoted employee is on probation in their new position for six months. A promotion probation period allows an employee to demonstrate that they are well suited for the promotion.

If the department head concludes at any time during the probationary period the newly promoted employee is not suited for the position, the employee will be removed from that position. If there is a vacancy in the employee's former position and it has yet to be filled, they may return to that former position. If there is no such vacancy, the employee may be considered for the filling of other vacancies for which they are qualified. If no other position is found for the employee, they may be placed on a personal leave of absence or terminated. This action does not prohibit an employee from applying for future vacancies with the Town.

1.11 Secondary Outside Employment.

a) No employee may engage in paid outside regular or temporary employment, whether full-time or part-time, without first using the Request for Approval of Secondary Employment Form to obtain the acknowledgement of their Manager/Supervisor, and the approval of the employee's Department head and the Town Manager. An employee who plans to engage in self-employed activities must also provide a copy of their Bluffton business license or a statement confirming that no work will be conducted in the Town of Bluffton. A new Secondary Employment Authorization Form must be completed each time employment changes. Authorization may be withdrawn at any time if, in the opinion of the Town, the secondary employment violates any part of this policy. A form does not need to be completed in the case of volunteer work when it is conducted during an employee's regular business hours (please see Corporate Social Responsibility Program).

b) Employees must not engage in any private business or activity during work time. Further, employees may not receive any income or material gain from individuals outside the Town for materials produced or services rendered while performing their jobs for the Town.

c) Employees must not use Town facilities or resources (i.e. phone, fax, copier, printer, computer, office supplies, etc.) to engage in private employment activities.

d) An employee may not engage in or accept private employment or render any service for private interest when, in the Town's opinion, such employment or service is determined to be incompatible with, creates a conflict of interest with, or gives the appearance of a conflict of interest with the employee's Town duties. If, in the Town's opinion, approved outside employment interferes with job duties or the ability to meet Town requirements, the employee may be required to modify the outside employment.

e) Note also that employees of the Town may be subject to call-in during periods of outside employment and will be expected to report for Town duty.

1.12 General Office Safety Guidelines.

Thinking and working safely can prevent most accidents. You can become aware of the most common hazards in the office environment. Employees are responsible for maintaining their work areas in a clean and orderly fashion. To fulfill this responsibility, each employee should, at a minimum, do the following:

a) Place coats, boots, umbrellas, and other items of clothing out of the way so that work stations are not unnecessarily cluttered.

b) Take time to reach out and hold on to the chair as you sit down.

c) Keep floors and walkways clear of electrical, telephone and computer cables, boxes, etc. They are tripping hazards.

d) Close one drawer in a filing cabinet before opening another. This prevents the file cabinet from tipping.

e) Close the drawer in your desk before getting up.

f) Close file drawers before walking away from the file cabinet. This prevents the danger of people walking into an open file drawer or desk drawer.

g) Store supplies inside cabinets, not on top of them. Store heavy items in lower drawers or on low shelves.

h) Watch out for slippery surfaces. Spilled drinks or water from umbrellas are typical hazards and need to be cleaned up/or identified immediately.

i) Look where you are going. Do not block your view by carrying loads higher than eye level.

j) Do not read while walking. It does not save enough time to justify the risk.

k) Walk, do not run. Please slow down.

l) Do not climb on chairs, desks or boxes. Use a stepladder instead.

m) Hold onto handrails when using stairways.

n) Do not lift boxes and items that are too heavy for your own personal strength; ask for assistance.

o) Do not overload wall sockets and extension cords.

p) Do not touch electrical switches, sockets, plugs, etc. with wet hands.

q) Watch for unsafe conditions such as defective equipment, burned out lights, loose steps, torn carpet, etc. and report them to your supervisor immediately.

r) Prior to the end of the workday, clean and store all tools and equipment and properly secure any items, papers, or information of value.

s) Supervisors are responsible for having their employees maintain their work areas according to the requirements of this policy. Supervisors should:

- Monitor the facilities and equipment and issue maintenance requests where appropriate;
- Arrange for the removal of any items from the workplace that are not needed for the flow of business or the enhancement of employee comfort;
- Report to the Facilities Supervisor any existing or potential workplace hazards and safety violations; and

- Ensure the proper disposal of all trash, waste, and scrap; recycling as appropriate.

t) The Town will attempt to maintain the temperature, lighting, and noise level of its facilities at a level that is comfortable for employees and also appropriate for the nature of its operations. Employees should inform their Supervisor of any concerns about working conditions.

u) In the event of an injury, the steps for Worker's Compensation should be followed.

1.13 Injury While on Duty.

The Town of Bluffton endeavors to maintain a safe working environment. However, if an employee is injured while on duty and the incident is properly reported they will be compensated for time off due to the injury in accordance with the Workers Compensation Law.

All accidents must be reported immediately to a supervisor and to Compendium Services within 24 hours. Supervisors must fill out the Workers Compensation Checklist and Documents and send to Human Resources as soon as possible. Compendium Services will fill out the First Report of Injury Report and refer that employee to a health care provider.

Injuries may be reviewed as to the cause and whether corrective measures are needed. Employees who incur time loss may be counseled and disciplinary action may be taken if carelessness and negligence caused the injury.

Time lost because of injury while on duty will be counted when computing length of service for PTO purposes.

1.14 Fire & Disaster Plan.

In case of fire or disaster, all employees should depart through the nearest and safest exit. It is the responsibility of all employees to ensure that they know the nearest exit in any/all of their work facilities.

In case of a disaster, it is the employee's duty and responsibility to report to the Town of Bluffton and to their work or safe area unless instructed otherwise. Under no circumstances will an employee go to the scene of the disaster unless so instructed by a Town of Bluffton authority.

1.15 Employee ID Cards.

Within the first week of hire date, employees will be issued a Town of Bluffton ID card, Security Badge or a Fob. These items are property of the Town, and it is the responsibility of all employees to ensure these are not misused in any way. If any of these items are lost, stolen or broken, a replacement cost of $5.00 may be charged per incident to the employee if misplaced more than once.

A lost or stolen security access card or Fob must be reported to the Information Technology (IT) Department immediately so that it can be deactivated.

Each employee will be allowed one replacement ID card without charge.

SECTION II.
EMPLOYEE CONDUCT

This section reviews the Town's Guidelines for topics such as Conflict of Interest, Gifts and Gratuities, and Business Entertaining. It reviews Daily Schedules and Attendance, Tardiness, Tobacco Use, the Town Dress Code, and Emergency Situation Protocol. It also briefly introduces Town Policies such as Computer Usage, Social Media, and the Drug Free Work Place Policy, which are all attached. Employee Behavior and Expectations is covered along with the Town of Bluffton Code of Conduct.

2.0. EMPLOYEE CONDUCT.

2.1 Core Beliefs.

The Town expects employees to conduct themselves in a courteous and professional manner. Some conduct is unacceptable and may result in discipline up to and including discharge. Please refer to Employee Behavior and Expectations, Employee Discipline and The Town of Bluffton's Code of Conduct for more details.

Our Core Beliefs:

The Town of Bluffton's core beliefs are as follows – Mayor and Council, managers and employees take pride in serving our customers:

a) Our customers provide the primary source of the Town's income and each employee's job security. To promote excellent relations with our customers, all employees must represent the Town in a positive manner and make customers feel appreciated when dealing with the organization.

b) Employees with customer contact are expected to know the Town's services and to learn what customers want and need.

c) Employees are encouraged to report recurring customer-related problems to their supervisor.

d) Employees should be prepared to pay careful attention to customer complaints and deal with them in a helpful, professional manner. If a controversy arises, the employee should explain the Town policy respectfully and clearly. Customers who become unreasonable, abusive, or harassing should be referred to the employee's Supervisor if the employee cannot resolve the problem (Please see Emergency Situation Protocol).

e) Employees should be polite and thoughtful when responding to customers. A positive contact with a customer can enhance goodwill, while a negative experience can destroy a valuable relationship. The following telephone procedures should be observed at all times:

    i. Use a pleasant tone of voice, give the name of the department, and identify yourself;

    ii. If the person with whom the caller wishes to speak is on another line, ask if the caller wants to be placed on hold;

    iii. If a caller has been placed on hold, carefully monitor the time and offer to have the call returned if the person called is not available within a reasonable period;

    iv. When a caller leaves a name, number, or message, make sure it is recorded correctly and given promptly to the appropriate individual.

2.2 Ethics Guidelines.

Conflict of Interest

Town employees are covered by state ethics laws that prohibit public employees from using their position with the Town for their own personal gain or to benefit a family member or business associate. State law also prohibits employees from making governmental decisions on matters in which they, their family or business associates have an economic interest. Employees must notify their supervisors in writing of any matter in which they, their family or business associates have an economic interest and in which they must act on behalf of the Town. The supervisor must send the notification to the Town Manager for review. If the Town Manager determines a potential conflict or appearance of conflict of interest exists, the matter will be reassigned to another employee.

Gifts and Gratuities

No employee may directly or indirectly solicit, accept or receive a gift under circumstances in which it could be inferred that the gift was intended to influence the employee in the performance of his/her official duties or was intended as a reward for an official act on their part.

A gift is defined as any benefit, favor, service, privilege, or thing of value that could be interpreted as influencing an employee's impartiality.

A gift includes, but is not limited, to meals, trips, money, loans, rewards, merchandise, foodstuffs, tickets to sporting or cultural events, entertainment, and personal services or work provided by Town suppliers or contractors.

The objective of the above information is not to prohibit the acceptance of items of nominal value that are distributed generally to all employees.

2.3 Business Entertaining.

It is the policy of the Town to authorize certain employees to engage in business entertaining on behalf of the Town and to pay for or reimburse these expenses according to the guidelines below.

a) Employees may entertain business associates on behalf of the Town only if they have been authorized to do so by their Supervisor. Authorization should define the general circumstances and expense limits of the approved forms of entertainment. The Town strongly encourages staff to patronize Town of Bluffton businesses when entertaining business associates.

b) Employee entertainment expenses will be paid or reimbursed if they are reasonable, are directly related to or associated with the Town's business and are properly approved by the Supervisor. Employees who incur entertainment expenses which do not meet these standards will be personally responsible for them.

c) To be approved by the Supervisor, employee entertainment expenses must be submitted and documented on the appropriate finance form (Visa DI Receipt Form, Visa RQ Receipt Form, or Check Request Form). The finance form should contain a detailed itemization of the expenses incurred and a statement of the date, place, and business reason for the entertainment, as well as the names of those present and their business relationships to the Town. Entertainment reimbursement claims must be accounted for separately from any other expense reimbursement claims. Vouchers must be accompanied by receipts.

d) The Town will not reimburse employees for alcohol expenses. Any employees engaged in functions which involve alcohol are expected to be aware of the dangers arising from the consumption of alcohol and to exercise moderation and good judgment at all times.

2.4 Daily Schedule & Attendance.

With the exception of the Bluffton Police Department, regular office hours are 8 a.m. to 5:30 p.m. Monday through Thursday and from 8:00 a.m. to 1:00 p.m. on Friday. These hours may be changed according to business necessity as determined by the Town Manager.

Tardiness: Tardiness will be dealt with by supervisors.

Absences: The Town is under no obligation to pay for work hours (non-exempt) when an employee is not present for their assigned workday.

Employees absent from their regular work day must advise their supervisor before the start of their scheduled reporting time.

When absent, employees are to provide supervisors with daily status on their return to work.

A doctor's note is required for a return to work when an unplanned absence due to illness is three or more consecutive days.

An unauthorized or unexplained absence of three consecutive workdays may be treated as resignation without notice.

Weekend & Holiday Duty: Duty assignments will be rotated in an as fair and as equitable manner as possible consistent with the Town's needs in Departments where weekend and holiday coverage is necessary.

Police Department: Police Officers must follow policies outlined in the *Police Department Standard Operating Procedure Handbook.*

Flextime: Flextime is a variable work schedule, in contrast to traditional work arrangements requiring employees to work a standard 8:00 am to 5:30 pm day. Under flextime, there is typically a core period of the day when employees are expected to be at work (for example, between 10 am and 4pm), while the rest of the working day is flextime, in which employees can choose when they work, subject to achieving total daily, weekly or monthly hours in the region of what the employer expects, and subject to the necessary work being done. All flextime scheduling must have department head approval. It is the responsibility of department heads to be aware of the work schedule of all employees within their department.

2.5 Hours of Work.

It is the policy of the Town of Bluffton to establish the time and duration of working hours as required by workload and production flow, customer service needs, and any applicable laws.

a) The normal full-time workweek consists of 39 hours and runs Thursday to Wednesday. The normal workday, with the exception of Friday, will consist of eight and a half hours of work with an hour unpaid meal period. Friday's workday consists of 5 hours of work with no break period. Brief rest or coffee breaks are considered as time worked.

b) The schedule of hours for employees will be determined by each Department Head, Supervisor or designee. The Department Head will inform employees of their daily schedule of hours of work, including meal periods and rest or coffee breaks, and of any changes that are considered necessary or desirable by the Town.

c) Department Heads, at their discretion and within their budget, may schedule overtime or extra shifts. Supervisors will assign overtime as needed. Non-exempt employees are not permitted to work overtime without the prior approval of their supervisor or Department Head. For the purposes of overtime compensation, only hours worked in excess of 40 during a workweek will be counted. Sworn non-exempt law enforcement officers are paid overtime after 86 hours worked in a 14-day work period.

d) Department Heads, at their discretion, may allow non-exempt employees to make-up lost time during a given workweek. However, make-up time will not be allowed if the lost time is the result of conditions the employee could control, if there is no work the employee is qualified to do, or if adequate supervision is not available.

e) Employees may be asked from time to time to work non-standard work hours in support of objectives and tasks consistent with the Town of Bluffton's Vision and Mission statements.

The following points should be noted regarding work time and time off:

a) Non-exempt employees are not permitted to begin work before their normal starting time or to continue working after their normal quitting time without their Supervisor's prior approval;

b) All employees are required to take scheduled lunch or meal breaks;

c) Non-exempt Absence Reports should be checked and signed by the Supervisor involved. Time not worked for which an employee is entitled to be paid (personal day or paid time off) should be recorded by the employee on the Absence Report. Any authorized overtime should be recorded by the employee on the non-exempt time sheet form approved by the Supervisor and must be submitted to Finance prior to the end of the pay period;

d) Absences are not considered as hours worked for overtime pay purposes.

e) Part-time employees must complete a supervisor approved time sheet;

f) Non-exempt employees are required to complete an Absence Report Form showing all hours absent from work. Exempt employees are required to complete an Absence Report Form for half, partial and full days absent from work. Absence Reports should cover the pay period and be submitted Friday by noon.

g) Exempt employees are not required to fill out hourly time records but must account for absences. In addition, exempt employees will not receive overtime compensation or compensatory time off, except in Special Pay Provision cases. However, exempt employees who have worked far in excess of the normal schedule may be permitted by the Town Manager or his/her designee to take some time off without drawing on paid leave balances

2.6 Punctuality and Attendance.

It is the policy of the Town to require employees to report for work punctually and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupt work flow and customer service and will not be tolerated.

a) Supervisors notify employees of their starting time, ending time, and coordinate break period times. Employees are expected to be engaged in carrying out their duties during all scheduled work time and should be ready to begin working at their scheduled starting time.

b) Employees must notify their supervisor as far in advance as possible whenever they are unable to report for work, know they will be late, or must leave early. The Town's Absence Report Form must be completed by the employee and approved by the employee's supervisor. If the supervisor is unavailable, notification should be made to the next in the employee's chain of command. In the event the absence exceeds 3 consecutive work days and is medically related, a doctor's excuse authorizing your return to work is required.

c) Employees will be compensated during authorized absences in accordance with the policies contained in the Town's Employee Handbook. Non-exempt employees will not receive compensation for time missed because of tardiness or early departure if the time missed exceeds seven (7) minutes after starting time or before quitting time. Failure to notify the Town properly of any absence may result in loss of compensation during the absence.

d) Non-exempt employees who are delayed in reporting for work more than 30 minutes and who have not notified their supervisor of their expected tardiness may be suspended for the balance of the day without pay.

e) Employees that report for work in a condition considered not fit for work, whether for illness or any other reason, will not be allowed to work as determined by the Department Head and Supervisor. An Absence Report must be submitted with necessary documentation to substantiate absence (i.e. doctor's excuse).

f) Employees generally are expected to report for work during inclement weather conditions if the Town does not declare an emergency closing. Non-exempt employees who are unable to report because of weather conditions will be allowed to use paid-time off or given unpaid leave at the Town's discretion. Non-exempt employees who are late because of weather conditions will be

given a chance to make up their missed time, within the same workweek, if work schedules and conditions permit with their supervisor's permission.

g) Generally, non-exempt employees will not be permitted to work before or after scheduled starting or quitting times for the purpose of making up time lost because of tardiness, unauthorized absence, authorized absence, or any other reason if the result will be that the employee works more than 39 hours during the workweek for staff employees and 86 hours for police officers in a 14-day workweek.

h) Unexcused Absences: Employees must report to their supervisor after being late or absent, give an explanation of the circumstances surrounding their tardiness or absence, and, when applicable, certify that they are fit to return to work. The supervisor should record the information in the employee's file.

i) Employees must obtain permission from their supervisor in order to leave the Town premises during working hours; this excludes their meal period. In addition, employees who are away from the premises for business reasons are required to inform their supervisors of their whereabouts during working hours.

j) All employees must notify someone within their immediate surroundings when they leave for a meal period to ensure proper coverage of their job duties during their absence.

k) An absence is considered to be unauthorized if the employee has not followed proper notification procedures or the absence has not been properly approved.

l) Employees who are absent from work for three consecutive days without giving proper notice to the Town will be considered as having voluntarily quit. At that time, the Town will formally note the termination and advise the employee of the action by certified mail to the employee's last known address.

2.7 Tobacco Free Workplace.

The Town of Bluffton is committed to promoting a healthy work environment for its employees, customers, contractors and visitors. As part of this commitment, the Town's work environment includes a tobacco-free entity. As required by the Town of Bluffton Ordinance 2008-21, Section 18-160 and motivated by our desire to provide a healthy work environment for our employees, the following tobacco-free policy has been adopted and shall apply to all Town of Bluffton employees.

Policy: It is the policy of the Town of Bluffton to prohibit smoking and the use of any tobacco products. "Tobacco and smoking products" include all tobacco-derived or containing products, including but not limited to cigarettes (i.e. clove, bidis, kreteks), electronic cigarettes, cigars and cigarillos, pipes, water pipes, smokeless tobacco products or substitutions (spit and spitless, chew, pouches, snuff) or any other device intended to simulate smoked tobacco. This does not apply to nicotine replacement therapy, which is designed to assist tobacco users to quit tobacco.

The Tobacco-Free Workplace policy applies to all areas of buildings occupied by Town employees; all Town-sponsored off-site conferences and meetings; all vehicles owned or leased by the Town; all visitors (customers and vendors) to Town premises; all contractors and consultants and/or their employees working on Town premises; all temporary employees and interns.

a) The use of tobacco and smoking products are prohibited while on duty and within the Town controlled properties.

b) The use of tobacco and smoking products are prohibited in/on Town-owned operated or leased vehicles and equipment.

c) The use of tobacco and smoking products is prohibited during paid working hours.

d) The Town strongly discourages the use of tobacco and smoking products on properties adjacent to Town's properties or Town-controlled areas.

Appropriate signage will be placed at the entrances to the building advising employees and visitors that the Town of Bluffton maintains a tobacco-free environment. This policy relates to all facilities and vehicles at all times, including before and after normal working hours.

For employees that use tobacco there will be a monthly $40 Tobacco Use Premium, if any dependents covered under the employee's plan uses tobacco, there will be a $60 Tobacco Use Premium. Every employee completes this form upon hire. If it is found that the employee has been smoking or has started smoking and not notified PEBA by completing a new form, they will be subject to penalties determined by PEBA.

Assistance to Tobacco Using Staff

The Town of Bluffton encourages all smoking employees using tobacco to quit. Professional assistance including smoking cessation advice and information is available for staff who desire to quit using tobacco. As a part of the State Health Plan, PEBA Perks offers a free Tobacco Cessation Program that is for subscribers, their covered spouses and covered dependent children age 13 or older. For further information, please contact Human Resources.

2.8 Employee Substance Abuse Policy.

It is well-recognized that substance abuse has a harmful effect on public health and safety, on the welfare of employees, on morale, and on productivity. Furthermore, it is the policy of the Town to comply with the state and federal Drug Free Workplace Acts, to comply with applicable federal regulations, to establish and maintain alcohol and drug-free workplaces, and to prohibit the unauthorized or unlawful manufacture, distribution, dispensation, possession, and the use of controlled substances on or off the job.

For these reasons, the Town adopts the Drug Free Workplace Policy (Please refer to **ATTACHMENT A**).

2.9 Computer and Internet Policy.

The Town of Bluffton is committed to protecting its employees, partners, and the Town of Bluffton itself from illegal or damaging actions by individuals conducted either knowingly or unknowingly.

This policy applies to all departments, contracted entities, and other individuals or groups that use Town of Bluffton equipment. Any of these arms of the Town of Bluffton may develop more specific information technology policies for application within the department, but none may write more lenient policies.

Network-related systems, including but not limited to computer equipment, printers, software, operating systems, storage media, e-mail and phone systems, are the property of the Town of Bluffton. These systems are to be used for business purposes in serving the interests of the Town of Bluffton and of our clients and citizens in the course of routine operations.

Effective security is a team effort involving the participation and support of every Town of Bluffton employee and all other persons affiliated with the Town who deal with information and/or information systems.

Employees have no expectation of privacy in any personal data or items stored in or transmitted on the Town's systems and networks.

Please refer to **ATTACHMENT B** for the Town of Bluffton Computer and Internet Acceptable Use Policy.

2.10 Social Media Policy.

Town of Bluffton departments may utilize social media and social network sites to further enhance communications with various stakeholder organizations in support of Town goals and objectives. Town officials, Town committees, and staff have the ability to publish articles, facilitate discussions and communicate information through various media related to conducting Town business. Social media facilitates further discussion of Town issues, operations and services by providing members of the public the opportunity to participate in many ways using the Internet.

Add value to the Town of Bluffton through your interaction. Provide worthwhile information and perspective.

For these reasons, the Town adopts their Social Media Policy (Please refer to **ATTACHMENT C**)

2.11 Electronic Mail Records Retention.

The purpose of this policy is to guide Town staff to appropriately and effectively use electronic mail or email. Email communication is an integral part of the Town of Bluffton's business and with technology rapidly changing; this policy does not address every situation. The purpose of the Town's policy is to set forth general principles for the use of email. (Please refer to **ATTACHMENT D** for the Town of Bluffton Electronic Mail Records Retention and Destruction Policy).

2.12 Cellular Phone Usage Policy.

Town Issued Cell Phone Usage

The Town of Bluffton may issue cell phones to employees whose jobs require them to be accessible for work-related matters or to make work related calls while away from their designated place of work.

a) Cell phones and cell phone accessories issued by the Town are Town property. Employees must comply with Town requests to make their Town-issued cell phones available for any reason, including upgrades, replacement, or inspection. The Town will issue an itemized list of equipment given to each employee upon issuance of a cell phone. The employee is required to sign acceptance of the items. Employees who leave our employment for any reason must turn in their Town-issued cell phones and all cell phone accessories to include cables, cases, chargers and any other items purchased by the Town in good working order, normal wear and tear excepted. The cost of these items is considered an advance of wages that may be deducted from the employee's final paychecks.

b) Employees are not permitted to use their cell phones (hand-held or hands-free devices) while driving Town-owned vehicles or their own vehicles on Town time. See Distracted Driving.

Personal Use of Town-Issued Cell Phones:

Town-issued cell phones are to be used only for business purposes. Although occasional, brief personal phone calls using a Town-issued phone are permitted, personal use that exceeds this standard is prohibited. What is reasonable will be determined by the Town. The best way to avoid violating this policy is to avoid personal use of the phone. Employees are expected to stay within the limits of their respective phone plans.

Security of Town-Issued Phones:

Employees are responsible for the security of Town-issued cell phones and the information stored on them. Always keep your cell phone with you when traveling; never leave it in your car or hotel room. If your Town-issued cell phone is lost or stolen, notify the Technology Director immediately. Never store confidential Town information on a cell phone.

When using a cell phone, remember that your conversations are not necessarily private. Those around

you can hear your conversation. To protect the confidentiality of Town information (and avoid annoying others), please make cell phone calls in a private place.

Cell phone transmissions may be intercepted. For this reason, employees should not conduct highly sensitive or confidential conversations by cell phone. If you have questions about what types of conversations are appropriate for a cell phone and which are not, please ask your Supervisor. Please know that all cell phone data (text messages, call history, etc.) are subject to FOIA (Freedom of Information Act).

Safety Issues for Cellular Phone Use

Employees are expected to refrain from using their phone while driving. Safety must come before all other concerns. The Town expects employees to use common sense and good judgment when using a cell phone at work, home, public areas and operating a vehicle.

Employees who are charged with traffic violations resulting from the use of a cell phone while driving will be solely responsible for all liabilities that result from such actions.

2.13 Mail.

The Town of Bluffton cannot be responsible for distributing any personal mail to an employee or to the post office.

2.14 Town Vehicle Usage.

It is the policy of the Town to provide vehicles for business use, to allow employees to drive on Town business, and to reimburse employees for business use of personal vehicles according to the guidelines below.

a) Town of Bluffton employees whose jobs require driving are required to take and pass an on-line defensive driving course offered through the National Safety Council. This benefit is no cost to the employee. Successful completion of the course is required as a condition of employment and must be done within three months of the employee's hire date.

b) Employees may not drive vehicles for Town business without the prior approval of their Supervisor.

c) Employees whose jobs require regular driving for business as a condition of employment must be able to meet the driver approval standards of this policy. In addition, employees holding those jobs must inform their Supervisors of any changes that may affect their ability to meet the standards of this policy. For example, employees who lose their licenses must report this to their Supervisors.

d) Town vehicles will be assigned to those departments that have demonstrated a continuing need for them. Assignment will be made by the Town Manager. Additional vehicles are maintained in a motor pool for use as needed.

e) Employees who need transportation during their normal work may be assigned a Town vehicle for their use. All other employees needing transportation for Town business may use vehicles assigned to their department or those drawn from the motor pool. As a last alternative, when no Town vehicles are available, employees may use their own vehicles for business purposes, but only with the prior approval of their Supervisor. Employees will be compensated at a rate per mile as determined by the Director of Finance but in no case more than the current IRS rate.

Mandatory Rules:

a) Seat belts must be used when operating a Town vehicle.

b) All traffic rules and regulations must be strictly obeyed.

c) Any and all issues, concerns and problems found while operating a Town vehicle must be reported immediately to the department head in writing.

d) Defensive driving must be emphasized when operating a Town vehicle.

e) The operator is responsible for assuring the vehicle is operationally safe.

f) Unsafe vehicles are not to be used. An unsafe vehicle must be repaired prior to usage.

g) Town vehicles must be kept clean at all times.

h) Never leave keys in an unattended vehicle.

i) When operating a Town vehicle, employees must follow "the rules of the road" and use extra caution during inclement weather.

j) Employees must pull over to a safe place before using cellular phones.

NOTE: Town of Bluffton Police will follow *Department's Standard Operating Procedures.*

Distracted Driving

It is the policy of the Town of Bluffton that any employee who operates a vehicle or machinery while performing work for the Town of Bluffton not be distracted by poor driving behaviors.

The Town of Bluffton has a vital interest in maintaining a safe, healthy and efficient working environment for its employees. Driving distracted, while on-the-job, is a serious safety and health risk, not only to the driver, but to other occupants in the vehicle and other vehicles on the road.

Distracted driving occurs when a driver is delayed in recognizing a potential hazard because of something inside or outside the vehicle diverting the driver's attention away from the road. Such behaviors include, but are not limited to:

- Reading while driving
- Use of hands-free devices
- Use of hand-held devices
- Texting
- All other uses of wireless electronic devices
- Personal grooming
- Viewing maps for directions

Accident Reporting Procedures

All accidents and incidents involving Town vehicles must be reported immediately, or as soon as practicable, to the employee's immediate supervisor and to the Law Enforcement Agency having jurisdiction where the accident occurs. The employee must request that an accident report be filed. The employee's supervisor should obtain a copy of that accident report when it becomes available to furnish to the Fleet Manager.

If an accident occurs and results in personal injury while in a Town Vehicle or Personal Vehicle while conducting work functions, the accident should be reported to the employee's Supervisor, Fleet Manager and Human Resources, and a First Report of Injury must be completed (please refer to Injury while on Duty).

Reporting Procedures:

- Employee will immediately report accident / injury to supervisor.
- Supervisor will ensure that Law Enforcement Agency having jurisdiction has been contacted.

- An accident report must be filed by Law Enforcement Agency and provided to the Supervisor, who will then submit to the Fleet Manager.
- Supervisor will notify HR for Drug Testing.
- HR will coordinate Drug Test for Employee. Please refer to the Drug Free Workplace Policy
- Supervisor must make a report to Workers Comp/Compendium.

Use overall good judgment in the assessment of the need for safety, security and personal well-being.

2.15 Traveling on Business.

All forms referenced in the policy below are located within the Travel folder under Finance Forms

It is the policy of the Town that business travel must be approved in advance and should be engaged in and reimbursed according to the guidelines below. This policy is established in accordance with applicable Internal Revenue Service (IRS) guidelines.

a) Each Department Head is responsible for ensuring that employees review this policy and understands its intent and requirements prior to departure on their first business trip. Absent extraordinary circumstances, all travel should be undertaken in an economical and efficient manner.

b) Department Heads must approve any employee travel in advance. (See **Travel Advance Request Form**.) Travel must be in connection with the official business of the Town. Town funds will only be expended on conventions, conferences, project-related meetings, workshops, or seminars (hereinafter collectively referred to as "meetings") when:

   i. The main purpose of the meeting is in connection with the official business of the Town and directly relates to the performance, duties and responsibilities of the Town employee;

   ii. The meeting provides a direct educational benefit supporting the work and public purpose of the Town;

   iii. The essential duties and responsibilities of the person seeking to attend the meeting are compatible with the objectives of the particular meeting, and

   iv. Attendance for the meeting is approved prior to submitting a requisition, departure and/or incurring expenses.

c) Mileage reimbursement

   i. It is the policy of the Town to reimburse mileage to any employee using their personal vehicle for business travel at the rate specified by the Internal Revenue Service each year. For the current mileage rate log on to https://www.irs.gov/tax-professionals/standard-mileage-rates or a lesser amount as declared by the Town Manager. The Town will also provide reimbursement for any tolls and parking charges.

   ii. Those employees who receive a monthly car allowance are not entitled to additional mileage reimbursement for local business travel. However, trips that exceed 100 miles one way may be reimbursed only for the amount that exceeds 100 miles.

   iii. Business travel will be measured from Town Hall or other Town of Bluffton Office building where the employee typically operates from to the business destination, regardless of the employee's starting point, (i.e. home residence.)

d) Under normal circumstances, employees should make all travel arrangements for transportation and lodging. Those employees traveling on business for more than one day must reserve a Town vehicle by receiving approval from their Department Head.

e) The Town may issue guidelines specifying or restricting travel booking requirements. Under normal circumstances, employees should use the most appropriate form of transportation available, book the least expensive fares, and stay in and eat at reasonably priced establishments. Employees must adhere to the per diem schedule for the city which they are traveling. Log onto http://www.gsa.gov/travel/plan-book/per-diem-rates for the current rates or refer to the Town's Public Drive.

f) Employees should provide their Supervisor with a copy of their itinerary before leaving on business travel, itineraries should also be included with all reimbursement and purchasing card reconciliations.

g) Employee expenses for approved travel will be paid or reimbursed when properly documented by the employee and approved by the Supervisor. Examples of expenses normally paid or reimbursed include transportation, meals, and lodging. Alcoholic beverages cannot be included for reimbursement. Employees who know or anticipate that they will have a special request for travel expense reimbursement should ask for approval from their Supervisor before incurring the expense. Any travel expenses considered unreasonable under the circumstances will not be paid or reimbursed and are the employee's personal responsibility.

h) Travel Advances: Employees may obtain a cash advance for approved business travel by submitting a written request to the Finance Department (see the Travel Advance Request Form attached or click on the Public drive, under Finance Forms, then Travel, then Travel Advance Request.) Employees whose jobs are designated as requiring extensive travel may be issued Town purchasing cards for payment of business expenses. Advances may be made for 100% of the meal expenses. Travelers requesting an advance of funds shall indicate the amount needed on the Travel Advance Request form, have it approved by their immediate Supervisor, and forward it to the Finance Department for final approval allowing for seven (7) days to process. Under extenuating circumstances, the Finance Department may approve an immediate processing of payment. Cash advances and Town credit and purchasing cards are Town property, and their use must be properly documented and approved.

i) Meal Reimbursement: Employees required to travel on Town business may charge to the Town, or be reimbursed for, the cost of meals during their travel. In addition, employees may charge or be reimbursed for meals associated with approved business entertaining or with the approved activities of civic and professional organizations. The purpose of the entertainment and list of participants must also be noted.

j) Employees participating in an approved business conference during meal periods are eligible for meal reimbursement if a meal is not included in the cost of the business conference.

k) Employees eligible for meal reimbursement must present a Travel Expense Report Form with receipts. Meal expenses must be reasonable and should follow the per diem schedule, www.gsa.gov/travel/plan-book/per-diem-rates?contentType=GSA_BASIC&contentId=17943

l) The eligible employee's Supervisor must approve all meal expense documentation with the appropriate finance form (**Purchasing Card Receipt Form**, **Visa DI Form**, **Visa RQ Form**, or **Check Request Form**) and send it to the Finance Department for processing and payment.

m) Rental Car: The use of a rental car is permitted only when it is in the interest of the Town to do so. Ask for a government rate or take the lowest rate available. Personal use days if added to the employees approved travel schedule will not be reimbursed by the Town. Airport shuttles, taxis and other methods of public transportation are encouraged when they provide a more economical alternative for the Town.

i. Insurance should not be purchased from the car rental agency since employees are already covered under workers' compensation insurance and the insurance reserve.

ii. For less than three (3) employees traveling together, the Town will reimburse for the cost of a compact car. Upgrades to mid-size are permissible if three (3) or more employees travel together.

iii. If rental cars are retained over a weekend, such expenses are personal except when used to travel on a weekend to another location on Town business or if it would be cheaper for the employee to retain the vehicle over a weekend by paying a weekly rate rather than a daily rental rate.

iv. The employee should make sure the tank is full when picking up the car. The car should also be returned with a full tank of gas.

n) Travel to and from Airport Terminals: Travel to and from airport terminals will be by the least costly method available consistent with business requirements (e.g., airport bus or limousine, taxi, air commuter, or personal automobile [including parking or storage fees]). On trips of more than one day's duration, long-term parking must be used and receipts must be attached to the expense report. (See **Travel Expense Report Form (Automated)** or **Travel Expense Report Form (Handwritten)**.

o) Baggage Expenses: Charges imposed by a carrier on personal luggage will be reimbursed by the Town. Personal luggage that exceeds weight or other established limitations will be borne by the employee unless the Supervisor who authorized the trip approves a particular exception. The Town will pay any charges for business materials that an employee is specifically authorized to carry in or as part of the employee's personal luggage.

p) Room Expenses: Employees are expected to use sound business judgment in selecting accommodations. In many cases, a government rate is available and employees should request this rate when registering at the hotel. If late arrival is guaranteed and the reservation must be cancelled, the cancellation must be made within the time required. The Town will not pay for no-shows with the exception of illness or extraordinary circumstances beyond the control of the employee (documentation must be provided.)

i. All charges shown on the expense report form should be itemized to show hotel charges, meals, telephone charges, etc. In-room movies and use of mini-bars are considered personal expenses and therefore, not reimbursable.

q) Other Expenses: The Town provides a maximum of $10.00 a day for miscellaneous out-of-pocket expenses. As an example valet tips, baggage handling or room service tips.

r) Combined Business and Personal Travel: The Town will pay for the cost of the business segment, and the employee will pay for the difference between that and the total. If the total is equal to or less than the business segment, there are no additional charges.

s) Guest on a Trip: If an employee chooses to take a guest on an approved business trip, the additional expense incurred is personal. The Town will reimburse expenses to the extent that it would have cost for the employee alone.

t) Airline Clubs: Fees for membership in airline clubs are considered personal expense and, therefore, not reimbursable.

u) Registration Fees: To receive reimbursement of registration fees not paid prior to the trip, the registration receipt must be supported by a copy of the program or agenda of the meeting itemizing registration fees, meals (if any), and lodging included in the registration fee.

v) Expenses Paid by Other Agencies: Meetings for which the traveler will be reimbursed by another agency, organization, or institution are excluded from these provisions.

w) Reporting Travel Expenses: A travel expense report should be filed within five (5) working days after completion of a trip (see **Travel Expense Report Form (Automated)** or **Travel Expense Report Form (Handwritten)**. Any travel advances and/or Town-paid expenses should be noted on this report. The employee shall submit the travel expense report and all necessary receipts to the Finance Department for reimbursement once it has been approved by their immediate Supervisor.

x) Job Applicant Travel Expenses: Job applicants selected for interviews may be reimbursed for mileage and subsistence expenses in accordance with this policy. In the event lodging and/or air travel is involved, the Town will determine all necessary arrangements for the applicant according to this policy.

y) Approvals and Review: Expenses incurred as the result of business travel requires the approval of the Department Director. Implicit in the approval is that the approver has personally reviewed the details of the expense report. Final review, prior to reimbursement, is the responsibility of the Finance Department.

z) For policies and procedures governing reimbursement for business entertaining while traveling. (See **Business Entertaining**.)

aa) Time spent by non-exempt employees (those covered by the minimum wage and overtime requirements of the Fair Labor Standards Act) traveling away from home on Town business during normal working hours is considered hours worked for pay purposes. (See **Hours of Work**.)

bb) Employees traveling on Town business are representatives of the Town and are expected to maintain a high level of professionalism and to follow all of the Town's policies and rules. (See **Employee Behavior and Expectations**.)

2.16 Employee Dress Code.

The Town of Bluffton approves business casual attire for employees, while recognizing that we interface daily with the public for whom we work.

When attending, presenting or representing the Town of Bluffton at public meetings and Town Council meetings, your attire is expected to be professional.

The Town's dress code encourages employees to use their best judgment when choosing their appropriate work attire. Department Heads may use discretion about enforcing dress code in their department that may differ from this policy.

Professional appearance is an important factor in building the confidence of others, and Town employees should take pride in their appearance. The following are guidelines for choosing your work attire.

All Town Employees

This is not an all-inclusive list; the Town reserves the right, on a case-by-case basis, to use its discretion when deciding appropriate workplace dress. Exceptions may be made for staff with outside work duties.

Tops: Long and short-sleeved shirts, polo/golf shirts, blouses, and sweaters are appropriate.

Bottoms: Slacks, capris, skirts, dress jeans, are appropriate. Dress jeans are commonly referred to as jeans with five (5) pockets, but not limited to this description. They are not limited to the color blue; they should be free from noticeable stains and not have visible holes and/or well-worn spots; the bottom pant leg is hemmed and not frayed, and they should not have any type of large logo.

Banned are t-shirts with brand labels, slogans, or "messages," torn or dirty clothing, shorts (except for outside work), jogging or workout clothing, flip flops, strapless, spaghetti straps or halter tops and miniskirts.

Clothing must fit properly. Extremely tight-fitting clothing is not acceptable. Oversized clothing and "sagging" and/or "low-riding" clothing is not acceptable. The pants or skirts should not be tight, and skirts should be no shorter than the top of the knee.

It is inappropriate to expose midriffs, belly buttons and anything that may be thought to be too revealing for the workplace.

At its discretion, the Town of Bluffton may allow employees to dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear, or similarly inappropriate clothing.

Personal Appearance:

- Hair should be clean, combed, and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length.
- Sideburns, moustaches, and beards should be neatly trimmed.

Jewelry/Tattoos:

Piercings visible to the public may not be worn while working (other than appropriate earrings in the ear lobe). Inappropriate tattoos should not be visible in the workplace.

The appropriateness of these items will be determined by the Department Head, with a final determination by the Town Manager.

Employees with Town Uniforms

Designated departments and individuals are required to wear Town-provided uniforms. Department heads are accountable for requiring their employees to wear proper Town-provided uniforms, including proper safety eyewear and footwear.

2.17 Press Releases.

It is the policy of the Town to cooperate with the news media and to release newsworthy information. The only persons authorized to release information are the Public Information Officer, Community Relations Manager, the Town Manager or designee.

2.18 Workplace Violence.

It is unacceptable for any employee to use any threatening act, remark or gesture in the workplace. There is no excuse for violence or threats of violence by anyone at any level at, or associated with, the Town of Bluffton. The Town of Bluffton is committed to maintaining a workplace that is free from violence or threat of violence. All incidents and threats will be thoroughly investigated.

a) Violence in the workplace is defined as an implied, suggested, actual physical act or gesture that threatens the safety of an employee and/or client.

b) All employees have the right to expect a place of employment that is free from behavior that can be considered harassing, abusive, disorderly, or disruptive. Any violent behavior or behavior that creates a climate of violence, hostility or intimidation will not be tolerated, regardless of origin.

c) This policy includes, but is not limited to, the following behaviors and situations:

i. Violent or threatening physical contact (including fights, pushing, and physical intimidation.);

ii. Direct or indirect threats, including "joking" threats;

iii. Threatening, abusive or harassing telephone calls;

iv. Possession of a weapon on Town property;

v. Destructive or sabotaging actions against the Town or employees' personal property.

vi. Stalking;

vii. Violation of a restraining order;

viii. Threatening acts or abusive language that leads to tension within the work environment.

d) Any person who makes threats, exhibits threatening behavior, or engages in violent acts on Town of Bluffton property shall be removed from the premises as quickly as safety permits, and shall remain off Town premises pending the outcome of an investigation. No existing Town of Bluffton policy, practice or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing.

Any employee can report concerns to his or her immediate Supervisor, Human Resources, or any member of management.

2.19 Emergency Situation Protocol.

The Town of Bluffton is committed to maintaining a workplace that is free from violence, threats of violence and concerns for personal safety from the public toward employees in any of our job sites. We want our employees to feel safe and understand their responsibility and actions during and following such a situation where there may be a threat to safety.

If an employee feels threatened, experiences or witnesses violence or has an immediate concern about a member of the public or a fellow employee in any situation, then that employee should call 911 as soon as practical and possible.

Situations like this could be times when a member of the public or a co-worker enters a Town of Bluffton workspace or you overhear a co-worker say something that might be of an immediate concern to your or someone else's safety. This situation could also occur outside of the workplace when conducting Town duties. Every situation cannot be addressed but generally, the employee witnessing such a scene of feeling threatened or in danger should:

a) Call 911 as soon as practical and possible (note: do not worry about who should call; keep in mind multiple calls to 911 are never a problem).

b) Make notes as soon as possible about what you saw, who was present, what was said and date/time of incident.

c) The Senior Staff member at the work site should gather statements about the situation from everyone present regarding the situation.

d) The Senior Staff member, or designee, at the work site should send an e-mail as soon as possible and practical to their Department Head, Police Chief and Town Manager explaining what happened. The Subject line for this should be "911 on ____ (date) at ____ (location)" [If the situation occurs at Town Hall where the Town Manager works, then the Town Manager may designate HR or someone else to gather the documentation and make a record the incident].

e) The Police Chief will ensure that the employee, division and/or department experiencing the threat receives follow-up and communication following the 911 call.

f) HR will follow up to organize utilizing EAP for individual or group meetings as necessary.

Reminders:

a) Your Safety is ALWAYS most important.

b) Should a member of the public ask about whether a particular employee is in or not, you should never disclose that he/she is on vacation; but rather state "I'm not sure if he/she is in right now, but if you'll give me your name and number, I'll make sure they know you stopped by."

c) All calls made to 911 should be calls that require immediate police assistance, they would be considered IN PROGRESS or JUST OCCURRED. All other calls that do not require immediate police assistance should be made into a non-emergency number into Beaufort County Communications such as 843-524-2777. However, if there is ever a question in your mind whether you need immediate assistance then you should call 911.

Note: this protocol should be reviewed by each Division Manager with all staff at least once every six months.

2.20 Concealed Weapons.

It is the policy of the Town of Bluffton that employees, excluding police officers, may not, at any time possess or use any weapon, while on any property owned, leased, operated or controlled by the Town, or in a Town vehicle, or at Town work sites. Weapons include, but are not limited to, guns, knives (any size) or swords, explosives, and any chemical whose purpose is to cause harm to another person.

a) Regardless of whether an employee possesses a concealed weapons permit or is allowed by law to possess a weapon, weapons are prohibited on any Town property or in any location in which the employee represents the Town for business purposes.

b) Possession of a weapon is authorized for Town of Bluffton Police Officers.

2.21 Facility Security.

It is the policy of the Town to make reasonable efforts to provide for the security of its property, its employees, and authorized visitors to its premises.

a) The Town's Director of Engineering or their designee, oversees the Town's facility security policies and procedures.

Facilities' responsibilities include:

i. Recommending, implementing, enforcing, and auditing all security procedures;

ii. Evaluating, installing, maintaining, and operating all security devices and systems;

iii. Communicating with and maintaining relationships with the Bluffton Police Department (BPD);

iv. Developing systems to issue and control employee identification devices and keys and to identify and control the Town's physical assets;

v. Monitoring all solicitations and controlling access by nonemployees to Town premises;

vi. Contacting the BPD to investigate theft, vandalism and disturbances occurring on Town premises or involving Town property; and

vii. Communicating facility security procedures to employees and training employees with

respect to their security responsibilities.

b) Employees may be issued keys or fobs for their work area and identification badges that are to be in their possession while on Town property.

c) New employees will be issued written instructions on security system operations and receive a demonstration during orientation.

d) Customers, suppliers, and guests must identify themselves to the receptionist at each location. Special contractors working on Town property will be issued a Town identification badge for entering the building while they are working within our buildings.

e) Other than authorized law enforcement, all employees, customers, suppliers, and guests are prohibited from possessing firearms or other weapons on Town property or in Town vehicles.

f) Employees may be searched, questioned, and subject to surveillance whenever the Town believes this is necessary to maintain security. All personal property brought onto the Town's premises, such as vehicles, packages, briefcases, backpacks, purses, bags, and wallets, are subject to inspection. In addition, the Town may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time and may remove all Town property and other items that are in violation of Town rules and policies. (See **Personal Property**.)

g) Employees may enter or remain on the Town's premises outside their normal working hours only when authorized to do so by their supervisor.

h) Employees are expected to exercise reasonable care for their own protection and that of their personal property while on the Town premises and while away from the premises on business. The Town assumes no responsibility for loss, damage, or theft of personal property. (See Personal Property.)

i) Employees are expected to ensure that work areas and facilities are locked and secured (alarm set) before departing when being the last one to leave per office protocol.

j) Employees that discover or witness accidents, disturbances, hazards, vandalism, or any illegal activity on Town premises should follow these steps:

   i. Call 911 if the situation is life threatening or an illegal activity is in progress;

   ii. Notify the Public Works Manager or a representative. An incident report, statement, photos, or other documentation may be required. Facilities staff will follow up with appropriate staff and agencies. Corrective actions will be coordinated by the Public Works Division;

   iii. Notify immediate Supervisor. Copies of all submitted documentation will be provided to the reporting employee;

   iv. Be available for follow up questions and activity, if necessary.

k) Employees should submit a work request through their desktop shortcut to: Public Works Ticket Link for facility related security, safety or potentials hazards that are not immediate threats. Urgent matters should be addressed to the Director of Engineering.

l) Supervisors should refer to the Town's Contact List or department telephone protocol if one is established for matters that occur after hours and/or on weekends or holidays.

Employees are expected to know and comply with the Town's security procedures and should report any violations or potential problems to the Director of Engineering. Violations of Town security rules or procedures will result in disciplinary action, up to and including termination. In addition, illegal acts committed by employees will be reported to law enforcement authorities.

2.22 Town of Bluffton Property.

- Proper care and usage of equipment is imperative at all times;
- Waste, destruction, improper usage or theft is prohibited.
- No Town of Bluffton property will be removed from the premises without specific prior approval of a supervisor. Removing property or equipment without authorization may result in disciplinary action.
- Employees are responsible for the proper care and return of all Town property and equipment assigned to their possession.

Personal Property

When personal property of an employee is brought into the workplace the Town of Bluffton will not be responsible for any maintenance or repair. Any private property or equipment used by employees at the Town facilities must receive advance approval by the department head. Employees have no expectation of privacy or security of personal items brought or stored on Town premises.

Lost and Found Items

Articles found in or on the Town of Bluffton property should be turned over to the employee's department director or Chief of Police immediately;

2.23 Audio Tape/Video Recording.

Employees are prohibited from audio or video recording other employees or Town officials unless the employee/official to be taped/recorded has given his/her express permission or unless authorized by the Town Manager, the Chief of Police, or an outside law enforcement agency.

2.24 Solicitation.

No employee may engage in or allow solicitation for any cause, distribution of literature, or sale or receipt of services in any working area of the Town of Bluffton during working time.

An employee who is not on working time, such as a lunch period or break, may not solicit another employee who is on working time.

In special cases, with prior approval by the Town Manager, certain types of solicitation for community funds or community projects may be conducted.

2.25 Sanitary Work Space.

It is important that the Town of Bluffton set the example for cleanliness and healthful sanitation. Each employee is asked to assume the responsibility for seeing that papers, rags, bottles, or any other refuse is properly disposed.

2.26 Employee Behavior and Expectations.

a) Disciplinary Action

As is the case with all organizations, instances arise when an employee must be disciplined. Under normal circumstances, the Town endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however retain the right to administer discipline in any manner it sees fit. The discipline imposed may range from an oral or a written warning to suspension to demotion to discharge. The Town may impose some other form of discipline, as well. The discipline imposed in any particular situation is at the sole discretion

of the Town and nothing in any of the Town's policies or by virtue of any past practice of the Town requires the Town to follow any particular course of discipline. Supervisors and department heads must submit terminations to the Town Manager for review.

i. Employees must sign counseling memoranda, policy statements, performance evaluations and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that he/she has been notified of the contents of the document.

ii. If the employee refuses to sign the document, he/she is considered to have resigned. At its sole option, the Town may suspend the employee without pay and, if he/she does not sign the form by 5:30 p.m. at the close of business the next scheduled work day, unless another time has been determined, he/she will be presumed to have resigned.

b) Code of Conduct

The following is a list of offenses that will reflect against your Performance Review and promotion opportunities and may require disciplinary actions up to and including termination. This list is not inclusive of all behaviors that may potentially result in disciplinary action. The disciplinary action that is appropriate for any particular misconduct is at the sole discretion of the Town. The Town reserves the right to discipline employees for any reason. Failure of management to discipline an employee shall not constitute a waiver of the Town's future right to discipline its employees. At the time of disciplinary action, an employee's Supervisor will inform him/her of the conduct that is the basis for the action.

Employees Shall:

1. Be courteous and professional in their dealings with the public.
2. Adhere to the Town of Bluffton Mission Statement.
3. Be punctual in reporting for duty at the time and place designated by their supervisor.
4. Be committed to one's work and loyalty to the Town of Bluffton.
5. Act impartially and not give preferential treatment to any private organization or individual.
6. Protect and conserve Town property and not use it for other than Town authorized activities.
7. Satisfy in good faith their obligations as citizens, including all just financial obligations such as child support or other court ordered payments.
8. Adhere to all State and Federal employment laws.
9. Avoid political activity and campaigning.
10. Immediately report a work-related accident to your supervisor.
11. Immediately report personal injury or property damage to your supervisor.
12. Report for duty, and for all assignments, at the time and place required and be prepared and equipped to perform job duties or assignments.
13. Notify management of a suspended or revoked driver's license (especially those employees that operate a Town Vehicle), or if you receive a citation for a moving violation while in a Town vehicle, or if you are convicted of a moving violation whether in a Town or personal vehicle.
14. Remain awake on-duty. If unable to do so, they are required to notify a supervisor who will determine the proper course of action.

15. Avoid any actions creating the appearance that they are violating the law or the ethical standards promulgated pursuant to this policy.
16. Maintain their financial obligations to their creditors to prevent collection agencies from contacting the Town. Financial difficulties stemming from unforeseen medical expenses or personal disaster shall not be cause for discipline, provided that a good faith effort to settle all accounts is being undertaken.
17. Adhere to Town of Bluffton policies, procedures, or protocols as described in the Employee Handbook, Departmental Standard Operation Procedures, or as communicated by management from time-to-time.

Employees Shall Not:

1. Violate the Town's EEO Policies prohibiting against any employee based on race, age, color, creed, sex, religion, or national origin; and any other status protected by applicable local, state, or federal nondiscrimination laws, harassment of any employee, which may include slurs, provocative conduct or offensive jokes or stories; or other acts that make the working environment unpleasant for fellow workers.
2. Employees shall not engage in harassment of any kind (i.e. sexual, racial, etc.) toward fellow employees, customers, or others.
3. Use abusive, violent, profane or insulting language or gestures and will attempt to remain calm, regardless of provocation.
4. Violate safety rules, neglect, or engage in unsafe practices.
5. Leave a post, assignment or their shift without having been properly relieved. Employees shall notify their supervisor as soon as possible if an emergency arises and they must vacate their assignment.
6. Fail to provide information or falsify Town records or provide falsified records to the Town for any purpose.
7. Be neglectful or careless.
8. Mishandle customer payments or deposits, cash on hand, receipts or financial records.
9. Misuse Town Intellectual Property, specifically including confidential and proprietary information about the Town's business activities, plans, or employees which is not publicly known or disclosed by the Town.
10. Use unauthorized absences or excessive tardiness as defined by Department Head.
11. Display an inability, unwillingness or failure to perform the duties assigned in a satisfactory manner or refuse to carry out instructions.
12. Use physical violence, threats of physical violence or assault or other behavior that would cause other Town employees to be concerned for their personal safety.
13. Carry weapons in the workplace unless specifically authorized by the Town.
14. Lie to any supervisor or other member of management, or any other form of dishonesty.
15. Hold financial interests that conflict with their job duties.
16. Divulge confidential information or allow the improper use of such information to further any private interest.

17. Use public office for private gain.
18. Engage in outside employment or activities, that conflict with official Town business and responsibilities. (See **Secondary or Outside Employment**)
19. Employees must disclose waste, fraud, abuse, and corruption to appropriate Town authorities.
20. Show lack of good judgement.
21. Interfere with the work of others.
22. Threaten, coerce, or intimidate fellow employees.
23. Show insubordination, including disrespect for authority, or other conduct, which tends to undermine authority.
24. Publicly criticize instructions or orders they have received. Should an employee take exception to an order or policy, it should be taken to the next highest-ranking supervisor for resolution.
25. Be disrespectful either through gestures or defamatory statements.
26. Publicly criticize the Town, its policies or other employees by talking, writing, or expressing in any other manner, where such talking, writing or other expression is defamatory, or obscene, or unlawful or tends to impair the operation of the Town. The Town considers the internet and other written and electronic media as public domain.
27. Steal, misappropriate or destroy Town property or equipment or the property or equipment of other employees or customers.

Moral Turpitude:

1. Employees of the Town in safety sensitive positions (safety sensitive positions include individuals whose position requires them to hold a Commercial Driver's License (CDL) and Sworn Law Enforcement Officers) are subject to random drug testing. Any employee found with illegal substances in their system or on their person (not in conjunction with their assignment) will be terminated for cause.
2. An employee with a conviction of or plea of guilty or no contest to a charge of theft, violation of drug laws, sexual misconduct, offense involving moral turpitude, or offense which affects the Town's reputation, or which reasonably could create concern on the part of students, parents, fellow employees, or the community may be terminated for cause.
3. Any employee convicted of a felony will be terminated for cause. If an employee is charged with a felony and an investigation reveal by a preponderance of the evidence that the employee committed the act, they may be terminated for cause.
4. Any employee convicted of a misdemeanor will be subject to disciplinary action with the possibility of termination for cause. If an employee is charged with a misdemeanor and an investigation reveal by a preponderance of evidence that the employee committed the act they may be terminated for cause.

2.27 Filing a Grievance.

a) The Town of Bluffton adopts a grievance procedure in accordance with the "County and Municipal Employees Grievance Procedure Act," Section 8-17-110, et seq., Code of Laws of South Carolina, 1976.

b) Nothing in this grievance procedure creates a property interest in employment or a contract of employment, nor does this procedure limit the authority of the Town Manager under Section 5-

13-90, Code of Laws of South Carolina, 1976, as amended to remove any employee when necessary for the good of the Town.

c) The Town will attempt to settle any employee grievance as expeditiously as possible. Should the grieving party fail to observe the time limits set out in this Section, their grievance shall be considered abandoned. Any grievance not answered by the Town within the prescribed time limits shall automatically advance to the next higher step.

Please refer to **Attachment E** for the Town of Bluffton Grievance Procedure.

2.28 Protocol for Handling Employee Issues.

Employees should follow chain of command when reporting a problem or requiring an issue to be resolved.

Employees should follow the Grievance Procedure when they have a complaint if they feel they have been treated in violation of the Town policies with regard to any matter pertaining to his/her employment by the Town.

The expectation is that employee problems should be resolved at the employee/supervisor level; however, if the problem is with their supervisor, the employee does have the ability to go to their next-level-supervisor in the chain of command.

When a supervisor is made aware of an employee problem, they have a duty to act and should solve it to the best of their ability and document the solution through their chain of command. Once the problem is resolved, the solution should be documented through their chain of command with a copy in the personnel file of all parties involved.

If the problem is not able to be resolved at this point, then the employee's supervisor should reach out to their manager up to and including the Department Director or Police Chief. Once the problem is resolved, the solution should be documented through their chain of command with a copy in the personnel file of all parties involved.

If the problem is not able to be resolved at the level of Department Director or Police Chief, then the Town Manager should be made aware of the unresolved conflict for resolution and/or legal input.

When Legal advice is required, the Town Manager, or his/her designee, will communicate with the Town Attorney.

Human Resources is available at any time to provide consulting to the Supervisor, Department Head or Police Chief at any time in this process.

As with any written communications, all employees are to be cautious with information put in writing and in text messages and be mindful of the Freedom of Information Act.

SECTION III. EMERGENCY & PANDEMIC POLICIES

3.0 Emergency and Pandemic Policies

3.1 Families First Coronavirus Response Act (FFCRA)

The Act requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020. (**ATTACHMENT H**)

For COVID-19 related reasons, employees receive up to 80 hours of paid sick leave and expanded paid child care leave when employees' children's schools are closed or child care providers are unavailable.

Paid Leave Entitlements

Generally, employers covered under the Act must provide employees: Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to $511 daily and $5,110 total;
- 2/3 for qualifying reasons #4 and 6 below, up to $200 daily and $2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5 below for up to $200 daily and $12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

Eligible Employees:

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

Qualifying Reasons for Leave Related to COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

1. Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. Has been advised by a health care provider to self-quarantine related to COVID-19;
3. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. Is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. Is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
6. Is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

Enforcement

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD. 5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or 6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

3.2 COVID-19 Travel Advisory Notice

Overview:

Employees will be required to comply with the Governor's orders regarding travel. The Executive Order is defined below along with some guidelines for business and personal travel. Because most areas are experiencing accelerating spread in the community, more areas could be added to this list. Employees are strongly urged to reconsider non-essential personal travel until the state of emergency is over.

Executive Order 2020-15:

A. *I hereby order and direct that an individual who enters the State of South Carolina from an area with substantial community spread, to include the Tri-State Area (consisting of the States of New York, New Jersey, and Connecticut) and the City of New Orleans, Louisiana, shall isolate or self-quarantine for a period of fourteen (14) days from the time of entry into the State of South Carolina or the duration of the individual's presence in South Carolina, whichever period is shorter. This Order shall not apply to individuals employed by airlines and individuals performing or assisting with military, healthcare, or emergency response operations. Any individual required by this Order, or any directives issued in connection therewith, to isolate or self-quarantine shall be responsible for any and all costs associated with such isolation or self-quarantine, including transportation, lodging, food, and medical care.*

B. *I hereby authorize and instruct the South Carolina Department of Health and Environmental Control ("DHEC") to provide any necessary and appropriate supplemental guidance regarding the interpretation, application, or enforcement of this Order.*

Travel for Business Reasons

Effective 3/13/2020: All conference and work-related travel have been suspended effective immediately and indefinitely.

Travel for Personal Reasons

The Town may or may not approve your personal travel or your personal leave time depending on your position and the severity of the emergency.

Our Special Pay Provision Policy states:

i. During and following a declared emergency, scheduled leave may be canceled and employees on leave may be recalled.
ii. Employees on paid or unpaid leave who are not recalled to duty during or following an emergency are not subject to special pay provisions until such time as their leave ends and they return to duty.
iii. If an employee does not report to work or check in at the designated time and/or location during a declared emergency, the employee may be considered to have resigned from employment with the Town.

In addition to our Special Pay Policy:

A. Employees will be required to receive Supervisor's and Department Head's approval for all personal travel. After your Supervisor's and Department Head's approval, you must contact Human Resources to inform them on the details of your trip which includes where you will be traveling and the dates of your travel.

B. Even though you may not have traveled to a "hot spot" or area identified in an Executive Order from the Governor, you may be asked to quarantine for up to 14 days upon your return in order to protect your fellow co-workers and ensure continuity of Town operations. This quarantine time will not be covered under the new Emergency Paid Sick Leave (Please refer to FFCRA Details) unless you meet one of the six qualifying reasons for taking the leave. The employee will be required to use accrued leave or go on leave without pay, if accrued leave is not available for the 14 days of quarantine.

3.3 Pandemic Personal Protective Equipment (PPE)- COVID-19

Overview

In response to the COVID-19 and based upon recommendations from the Center for Disease Control and Prevention below, the Town of Bluffton is requiring all personnel that are still working in the community and dealing with the public within the social distancing parameters to wear cloth face coverings. All sworn personnel are also being required to wear gloves and masks when dealing directly with the public within the social distancing parameters. The Town of Bluffton Police Department will be using a combination of N-95 respirators and cloth face coverings.

This policy is in effect beginning April 9, 2020 through the duration of the pandemic event. Failure to follow this policy may lead to disciplinary action up to and including termination.

The Center for Disease Control Face Covering Recommendations

a) The Center for Disease Control CDC) has recommended the use of cloth face coverings in public settings where other social distancing measures are difficult to maintain. They also advise the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others. The cloth coverings are not surgical masks or N-95 respirators.

b) Recommendations for when one should wear a cloth face covering: A cloth face covering should be worn whenever people are in a community setting.

3.4 Temporary Telecommuting Policy

NOVEL Coronavirus COVID-19 Response

Overview

In response to a declared emergency, such as COVID-19, and based upon recommendations from the South Carolina Department of Health and Environmental Control and the Center for Disease Control and Prevention, the Town of Bluffton is authorizing temporary telecommuting assignments to designated positions.

1.0 Eligible positions will be determined by the Department Head, reviewed by Human Resources, and approved by the Town Manager and will be based upon functional role and business needs.

2.0 Telecommuting is an alternative work arrangement in which work is performed at an alternate work location. Telecommuting is neither a benefit nor an entitlement and in no way changes the terms and conditions of employment. Telecommuting may be appropriate for some employees, supervisors and duties, but not necessarily viable for everyone. Telecommuting may be fixed and ongoing, working from an alternate location each week.

Telecommuting may require more frequent interaction and communication between the telecommuter and their supervisor since neither can rely on seeing each other in the workplace. Daily contact should occur to verify that the Telecommuter is actively working and to resolve any problems that may arise. After both parties are accustomed to the telecommuting arrangement, the Supervisor and Telecommuter may communicate at a level consistent with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.

Supervisors should remind staff to take breaks and not work excessively in front of the screen. Teleworking is about achieving an expected level of productivity.

3.0 When possible, telecommuting will be approved prior to the emergency event.

4.0 As referenced in 1.0, Telecommuting Agreements must be approved by the Town Manager and signed by the Employee prior to implementing.

5.0 Regular Full-Time or Part-Time employees are eligible to Telecommute. Other employees may also telecommute with Town Manager approval.

6.0 Telecommuters must be available by phone or other electronic communication during the agreed upon telecommuting hours of work.

7.0 Telecommuting agreements may be discontinued at any time at the sole discretion of the Town Manager.

8.0 Equipment and Alternate Work Environment. Equipment needs will be evaluated under standard policies and procedures, regardless of location. In the event standard policies and procedures do not address every need, the Department Director and Telecommuter will

explore potential options and solutions. There may be times where the needed equipment presents an unbudgeted or duplicative cost or requires support that the Town cannot provide. If the Town cannot provide or support the equipment, the Telecommuter may choose to use their own equipment and be responsible for the purchase, modification, repair and maintenance of the equipment and software used for telecommuting. The Telecommuter shall only use property licensed software for Town business.

The telecommuter should ensure that they have the capabilities (i.e. internet and wifi connection) prior to starting to work remotely. They will need to ensure that they have VPN access and have the appropriate software on their computers. If the employee experiences any technical difficulties, they will put in a Help Desk Ticket as they would normally do for IT assistance. Furthermore, it will be the responsibility of the employee to have their passwords to sites and programs that they use regularly saved somewhere or with them physically.

The Telecommuter will establish an appropriate work environment for work purposes. The Town will not be responsible for costs associated with initial setup of the Telecommuters work environment, such as remodeling, furniture or lighting, nor for repairs or modifications to the environment.

Unless otherwise informed, the telecommuter will be reimbursed for their internet costs for the period of time worked remotely. Instructions will be provided by the Finance Department as to how the employees submit their invoices for reimbursement.

9.0 The Telecommuter shall be responsible to maintain any equipment issued to them.

10.0 The Telecommuter represents that the alternate workplace is a safe and healthful work environment including proper ergonomics. The Telecommuter shall act in a responsible manner to avoid injury. The Telecommuter understands that failure to take proper health and safety precautions in the alternate workplace may result in discontinuation of the Telecommuting Agreement.

11.0 The telecommuter will be responsible for all materials, that they are kept confidential and will not leave their computers on/unlocked in any open space.

12.0 Town of Bluffton policies and procedures remain in effect while telecommuting. All Telecommuters are expected to adhere to all applicable policies while working remotely.

13.0 Injuries sustained by the Employee while at their alternate work location, and in conjunction with his/her regular work duties are normally covered by workers' compensation. Telecommuting employees are responsible for notifying their supervisor and Human Resources of such injuries in the same manner as if the injury occurred at a work location on the Town's premises. The Town is not liable for any injuries sustained by family members or other visitors to a Telecommuter's alternate work location.

14.0 Consistent with the Town's expectations of information security and compliance with public record laws, the Telecommuter will ensure the security and protection of information accessible from their alternate work location. The Telecommuter will check with their supervisor when security matters are an issue. No confidential information (including administrator passwords) will be downloaded to any data storage device (including but not

limited to hard drive, CD, DVD, or USB stick). Any information that is considered confidential or protected will not be removed from the regular office without the Department Director's specific express approval in writing.

15.0 The Town will provide appropriate office supplies and reimbursement for business related expenses that are reasonably incurred in accordance with job responsibilities and in compliance with the Town's business expense policy on the same basis as when working at the regular work location.

16.0 Telecommuters who are hourly or non-exempt, will be required to record all hours worked on a timesheet detailing the work completed and the time spent on each task. Accrual of overtime or compensatory time will be administered under the same provisions as if the work were performed at the regular work location. Overtime work must have prior Supervisor approval.

17.0 Telecommuters who are salaried or exempt do not ordinarily complete a timecard at their regular place of work. However, when telecommuting, they will keep a record of actual time worked at the alternate work location for the purposes of demonstrating accountability to their agreed upon work schedule and to document projects, assignments and tasks that they are working on. The timesheets should indicate the work completed and the hours spent on each task.

18.0 Leave used on a planned telecommute day will be administered under the same provisions as leave used from the regular work location.

19.0 Telecommuting is not designed to be a replacement for appropriate childcare. Although a Telecommuter's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands.

20.0 The Telecommuter and the Supervisor mutually agree to adhere to and evaluate a daily work plan. The Supervisor will review the proposed work plan and approve, adjust or decline the proposal based on reasonable priorities.

21.0 The Telecommuter will complete a detailed timesheet indicating the work completed and the time worked on each task to their supervisor. The Supervisor shall verify the quality and quantity of work done in accordance with the established daily work plan (see 21.0). In the event the Telecommuter does not provide the required timesheets, and/or the Supervisor cannot verify the quality and quantity of work done, there may be disciplinary action up to and including termination, or the telecommuting agreement may be discontinued.

3.5 Emergency Management Training Policy

1.0 As part of emergency preparation, designated Town personnel, including all Department Directors, are required to take the appropriate National Incident Management System courses (NIMS) or any other prescribed/required/recommended courses from state or third party vendors for their position as directed by the Emergency Manager.

2.0 Failure to complete required training may be subject to disciplinary action up to and including termination.

3.6 Special Pay Provisions Policy

Purpose: The purpose of this policy is to determine how employees are to be paid when Town offices are closed due to inclement weather or declared emergencies.

Policy: When inclement weather, confined emergency or other emergency situations require Town office closings and/or additional working hours by essential Town personnel, the Town Manager can declare the implementation of Special Pay Provisions. When Special Pay Provisions have been declared, special pay rules, as set forth in this policy, will take effect.

This policy describes special pay provisions applicable to non-exempt (hourly) and exempt (salaried) employees, whether performing their regular responsibilities or reassigned as a result of inclement weather, confined emergency or a declared emergency. See Table 1 for an overview of this policy.

All Town employees are considered to be essential to Town operations prior to, during and following declared emergencies until otherwise released by the Town Manager. Failure to check in when required or report when scheduled may result in disciplinary action up to and including termination. An employee communication from the Town Manager or designee will be provided to advise work schedules for essential staff.

It is not possible to anticipate every possible contingency. Additional measures may be taken, and based upon the severity of the event, the time parameters of this policy may be adjusted by the Town Manager or designee as needed to support actions in the best interest of public safety.

Definitions:

***Essential Staff*:** all staff are considered essential until informed otherwise by their supervisor, or someone upwards in their chain of supervision and will be advised when to report for duty during times of inclement weather, natural disaster or any emergency situation.

Emergency Stand-By: this is the time when an employee is required to be at work during emergency conditions and must remain at or near an assigned emergency operations center or other facility as designated by the Town Emergency Operations Center Commander.

Work-Ready Status: this refers to employees not required to work during any emergency, but who should be able to report within 24-hours notification.

***Short Term Emergency*:** Generally will be a period of time of not more than 4 days when work locations are closed due to inclement weather or a confined emergency.

***Response and Recovery Period*:** this refers to the time period when an emergency situation is not resolved, and the Emergency Operations Center may still be in full or partial operation.

Temporary Supplemental Compensation: pay authorized at the sole discretion of the Town Manager for certain or all Employees who meet the following conditions: (i) the exposure to unusually hazardous working conditions is temporary; (ii) any exposure is likely to result in serious incapacitation, long period of time lost, or possible loss of life; (iii) exposure or accidents are likely to occur frequently in spite of reasonable safety precautions; and (iv) the unusually hazardous working conditions have not been considered in the determination of base pay for qualifying Employee(s).

Inclement Weather/Short-Term Emergency Situation:

The Town Manager may close one or more Town work locations due to inclement weather, confined emergency or other short-term emergency situation. During such closures, the following pay provisions will be in effect:

a) Employees whose work locations close and the employee is unable to telecommute, will be considered to be on paid administrative leave and will receive their regular straight time earnings if scheduled to work during the hours of closure.
b) Employees on approved leave for any reason will not receive administrative leave pay.

c) Employees who are deemed essential and whose jobs require that they report are expected to report to work as instructed. These employees will be provided a PTO credit for their hours worked up to a maximum of 12 hours.

d) When operations at or for the work location resume, employees are expected to return to work. Employees who are unable to return to work due to the emergency will have leave charged to their PTO accrual. Employees who do not return to work or report in may be subject to disciplinary action up to and including termination.

Declared Emergencies:

a) The provisions of a Declared Emergency become effective when all the following conditions are met:
   i. The Mayor of the Town of Bluffton has declared that a State of Emergency exists in the Town; or a state of emergency for an area encompassing Bluffton has been declared by the Governor or other competent authority; and
   ii. The Town has suspended normal Town operations and is operating under emergency conditions, as determined by the Town Manager; and
   iii. The Town has activated its Emergency Operations Center and is operating under OpCon 1 (see OpCon Definitions in Table 2).

b) Pay During first 120 hours (5 days) of Declared Emergency:
   i. Non-exempt (hourly) essential employees required to work during this period are eligible to receive 1.5 times their regular rate of pay for all hours worked. This rate of pay is applicable even if they have taken PTO during the pay cycle.
   ii. Exempt (salaried) essential employees required to work during this period are eligible to receive 1.5 times an hourly rate for hours worked, which is determined by dividing the employee's weekly salary by the number of regularly scheduled work week hours.
   iii. Non-exempt and exempt employees who are scheduled to work but instructed not to report because of the declared emergency will receive their regular rate of pay for regularly scheduled work hours. Any Town building or alternate work location is subject to opening at any time as conditions allow. Employees should be reachable by phone or other means during normal work hours to receive communication updates or information. Employees are expected to remain in a work-ready status and able to report within 24 hours unless otherwise specified by the Town Manager, or designee.
   iv. Emergency Stand-By
      1) An employee is considered to be on emergency stand-by when he/she is required to work during this period and must remain at or near an emergency operations center, other company facility, motel or some other assigned place. During the emergency stand-by time at a shelter-in-place designated location, he/she will receive pay at their regular rate of pay.
      2) Employees scheduled to work during a Declared Emergency are expected to be fit for duty during the duration of the event. Employees will be expected to rest when not on duty, but remain subject to immediate recall to remain alert, sober and competent to perform assigned duties. Employees who feel they are not able to perform assigned tasks due to a unique circumstance may request a waiver from duties and will receive no pay for these hours.

c) Payroll Following First 120 hours (5 days) of Declared Emergency
   i. Non-exempt and exempt employees not assigned responsibilities during the first 120 hours of a declared emergency should expect to receive work assignments by the

end of that period. If they remain unassigned at the end of the 120-hour period, administrative pay will cease until they are assigned responsibilities. These employees may use accrued PTO, personal day, or compensatory time (non-exempt employees) to receive compensation during this period.

ii. Non-exempt employees who are required to report in and assigned work during the declared emergency will receive their regular pay and overtime consistent with the overtime regulations applicable to their classification.

iii. Exempt (salaried) employees who are required to report in and assigned work during the declared emergency will receive their regular pay. The Town Manager must authorize the continuation of any overtime compensation for exempt employees. Should such authorization be given, exempt employees are eligible to receive overtime pay equal to the hourly rate of pay calculated in *b).ii* above for all hours worked over 40 during the work week.

iv. Overtime compensation payments to exempt employees may continue during the response and recovery period. The duration of such payments will vary by department and function as determined by the Town Manager, or designee. Once a department returns to normal work schedules, overtime for exempt employees will cease.

d) Declared Pandemic Emergency:
During a Declared Emergency due to a Pandemic such as COVID-19 or the like, the Town Manager, in his/her sole discretion, may authorize Temporary Supplemental Compensation (in addition to or in lieu of Emergency Pay) for certain or all Employees who meet the following conditions: (i) the exposure to unusually hazardous working conditions is temporary; (ii) any exposure is likely to result in serious incapacitation, long period of time lost, or possible loss of life; (iii) exposure or accidents are likely to occur frequently in spite of reasonable safety precautions; and (iv) the unusually hazardous working conditions have not been considered in the determination of base pay for the qualifying Employee(s). Temporary Supplemental Compensation may be issued in the form of a weekly stipend, monthly stipend, an increase in base pay rate, and/or an increase in Emergency Pay.

e) Deviation from Policy: The Town Manager reserves the right to consider unique pay situations as they arise throughout an Emergency Period and may make exceptions or supplement the provisions of this Policy as s/he deems necessary in his/her sole discretion. Instances not covered by this Policy shall be decided on a case-by-case basis by the Town Manager or appropriate designee.

f) Elected Officials and Municipal Judges will be paid their regular compensation.

g) Applicability of Approved Leave

i. During and following a declared emergency, scheduled leave may be canceled and employees on leave may be recalled.

ii. Employees on paid or unpaid leave who are not recalled to duty during or following an emergency are not subject to special pay provisions until such time as their leave ends and they return to duty.

iii. If an employee does not report to work or check in at the designated time and/or location during a declared emergency, the employee may be considered to have resigned from employment with the Town.

h) Resuming Normal Operations

i. If an employee does not report for work when required or does not request and receive approval for time off, the employee may be considered to have resigned from employment with the Town.

.**Table 1**

SPECIAL PAY PROVISIONS			
	Inclement Weather/Short Term ER Situation	**Declared Emergency - First 120 Hours**	**Declared Emergency - Following 120 hours**
Employees NOT REQUIRED to report in	Employees who work in locations that are closed will be paid Admin Leave during short term ER situation	Non-Exempt and Exempt employees scheduled to work but not required to come in will receive their regular rate of pay for their scheduled hours.	Non-exempt and exempt employees not assigned responsibilities may use PTO, or compensatory time or personal leave.
Employees REQUIRED to report in	Employee in positions where they are required to work will be paid for their time worked and will received an hour of PTO for every hour worked up to a maximum of 12 hours.	Non-Exempt and Exempt employees required to work will be paid 1.5 times their hourly rate of pay or hourly equivalent rate of pay for all hours worked during the Declared Emergency	Non-exempt employees required to work will receive their regular pay and overtime consistent with the overtime regulations. Exempt employees required to work will be paid their regular rate of pay, unless such overtime is approved by the Town Manager.
Employees on LEAVE STATUS	Employees on approved leave would not get Admin Leave and will utilize their PTO, Personal Time or Comp Time as approved for leave.	Employees on approved leave will utilize their PTO, Personal Time or Comp Time as approved for leave until such time as their approved leave ends. The Town may cancel PTO in some circumstances if necessary.	Employees on approved leave will utilize their PTO, Personal Time or Comp Time as approved for leave until such time as their approved leave ends. The Town may cancel PTO in some circumstances if necessary.

Table 2

OpCon Operation Conditions

OpCon 3 - Maintain normal daily operations.

OpCon 2 – Enhanced Awareness. A disaster or emergency is likely to affect the state. Emergency operations plans are implemented. The State Emergency Operations Center is partially activated if necessary.

OpCon 1 – Full Alert. A disaster or emergency is imminent or occurring. The State Emergency Operations Center is fully activated. All state emergency response team personnel are activated or ready to deploy.

SECTION IV.

PAYROLL INFORMATION

In addition to providing employee payment information, such as how pay is received and how often, this section defines the different employment statuses and the various special pay provisions that may occur.

4.0. PAYROLL.

4.1 Exempt Employees.

An exempt employee is an employee who, because of his/her positional duties, responsibilities and level of decision making authority, is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees are expected to work whatever hours are necessary to accomplish the goals and deliverables of the position. However, exempt employees are expected to work at least 39 hours per work week.

4.2 Non-Exempt Employees.

A non-exempt employee is an employee who, because of the type of duties performed, the usual level of decision-making authority, and the method of compensation, is entitled to overtime. Non-exempt employees must account for hours and fractional hours worked. Non-exempt employees are compensated for all hours worked and receive overtime or compensatory time for all hours worked over 40 in one work week. Non-exempt law enforcement officers receive overtime or compensatory time for all hours worked over 86 in a two-week work period.

4.3 Full Time Employee.

A regular full-time employee is one who is scheduled to work a minimum of 39 hours per week on a regular basis, has completed their probationary period, and whose employment is for no definite term. However, the Town does not guarantee any minimum number of hours of work per week. Regular full-time employees are generally eligible for benefits and will begin accruing Paid Time Off (PTO) upon beginning employment. PTO may be used during the initial probationary period. Regular full-time employees are required to participate in the appropriate South Carolina Retirement plan.

4.4 Part Time Employee.

A regular part-time employee is one who is hired to work fewer than 39 hours per week, but may be called upon to work more than their normally scheduled hours of work when workloads require, and whose employment is for no definite term. Regular part-time employees are generally eligible for limited benefits and will be required to participate in the South Carolina Retirement System (SCRS), if criteria meet SCRS requirements.

4.5 Temporary Employee.

A temporary employee is one who works for a defined period of time or until a project(s) is completed. Temporary employees do not receive benefits.

4.6 Overtime/Compensatory Time.

All non-exempt non-police employees receive overtime compensation or compensatory time off at a rate of 1½ hours for all hours worked over 40 in one work week. While the Town endeavors to give notice of overtime work requirements, overtime may be required without notice. All overtime work must be approved in advance.

Police officers receive overtime compensation or compensatory time off for hours worked above 86 each 14-day pay period. All overtime must be authorized in advance by the supervisor and noted on the employee's time card or time distribution sheet.

4.7 Payment of Wages.

All employees are paid by direct deposit to the bank or financial institution of their choice on Thursday every two weeks. If the regular payday occurs on a holiday, employees will be paid on the preceding working day before the regular payday.

Each payday employees will receive an email pay statement from the Finance Department.

Employees should examine their paychecks/pay stubs immediately to ensure they have been properly paid for all hours and that no improper deductions have been made. Any payment errors must be reported to the Finance Department within 5 business days of the pay date.

The Town deducts from employees' gross pay, taxes and withholding that are required by the taxing authorities. The Town may also deduct from employees' pay the employees' share of any premiums or plan contributions for insurance, retirement, and similar plans that are elected by the employee or mandated by law or plan rules. The Town may make other deductions as required by law or order of court. Additionally, employees can authorize deductions, in writing, for other purposes.

Cash, debts owed the Town, fringe benefits, or any other Town property not repaid or returned by him/her at the time of his/her termination are considered advances of wages the value of which may be deducted from the employee's final pay check(s).

The Town will continue to send pay stubs to employees on leave or no longer employed with the Town via personal email; if a personal email has not been provided, they will receive their pay stubs through the US Postal Service.

Payroll Deductions

The following deductions are made automatically:

a) Federal income taxes;
b) State income taxes;
c) Social Security;
d) Medicare;
e) Employee benefits and retirement contributions;
f) Deductions required by law or court order.
g) Any additional deductions elected by employee.

4.8 Special Pay Provisions.

Please refer to **Special Pay Provisions** under Section III Emergency and Pandemic Policies.

SECTION V. EMPLOYEE BENEFITS

This section provides information pertaining to the benefits provided to employees including health insurance, dental and vision insurance, the South Carolina pension plans, Life Insurance, and Supplemental Life Insurance. The Town's tuition reimbursement program, and wellness program are also covered.

5.0. EMPLOYEE BENEFITS.

5.1 Health, Dental & Life Insurance.

The Town currently offers a competitive benefits package to serve as your foundation for good health, peace of mind, and financial security. Unless specifically noted, each benefit is available only to regular full-time employees. Certain benefits such as medical, dental and vision are available to employees who average 30 or more hours per week and Town Council members. The employee benefits program is subject to change as directed by the South Carolina State Board of Budget and Control, Legislative mandates, or Town needs, as such the Town is not responsible for any changes in or elimination of benefits or benefit plans. Employees will be notified of changes in the benefits program when updates occur.

Please see Human Resources for specific information on the Town's benefit plans or visit PEBA's website for the most current Insurance Benefits Guide (IBG) https://www.peba.sc.gov/2020ibg.pdf

Health and Dental Insurance

All regular full-time employees, employees who work 30 hours or more per week, and Town Council members are eligible to participate in the Town's health plan through the South Carolina Public Employee Benefit Authority (PEBA). If an employee elects to be covered, the cost for the coverage will be deducted from each paycheck. The Town covers the premiums for the employee portion of the State Health and the State Dental plans. The employee will be responsible for the cost of any additional dependent premiums selected.

5.2 Flexible Spending Accounts.

Flexible Spending Accounts are a tax-saving way to pay health care and dependent care expenses that you would typically pay out-of-pocket. Expenses such as deductibles, copayments, coinsurance, prescriptions, dental procedures and eyeglasses can quickly add up, and dependent care expenses can add up even more. The FSA's let you pay these expenses with pretax dollars.

Contributions are deducted from your pretax pay in equal amounts during the year. This means you save money, as contributions are not subject to Social Security tax, federal income tax or state income tax.

Medical Spending Accounts and Dependent Care Spending Account enrollments are only valid for one year and be re-enrolled during the Annual Open Enrollment Period in order to continue. Your account(s) will not automatically renew each year.

5.3 Pension Plans.

South Carolina Retirement System

All regular full-time and part-time employees and Town Council are required by law to join the South Carolina Retirement Systems. Seasonal and temporary employees have the option to opt out of the memberships.

The Town offers two plans for employees, the South Carolina Retirement System (SCRS) and the Police Officer Retirement System (PORS). Each employee/participant is required to contribute a certain percentage of their gross salary to the Retirement System. The actual contribution amounts are subject to change per legislation but will be provided upon hire date. The employee contributions are deducted on a pre-tax basis. Employee contributions earn interest.

More information on these programs can be found in the Retirement Handbook on PEBA's website https://www.peba.sc.gov/rresources.html

5.4 Disability.

Eligible employees enrolled in the State Health Plan have basic long-term disability protection at no cost. The Basic Long-Term Disability Plan protects a part of your income if you become disabled. It includes: a 90-day benefit waiting period; a monthly benefit of 62.5 percent of your pre-disability earnings, reduced by deductible income; a maximum $800 monthly benefit; and a maximum benefit period to age 65 if you become disabled before age 62. If you become disabled at age 62 or older, the maximum benefit period is based on your age at the time of disability.

5.5 Supplemental Long-Term Disability (SLTD).

This optional disability insurance plan provides more protection for you and your family. Supplemental long-term disability is a voluntary benefit for which the employee pays. This benefit provides: Competitive group rates; Survivors benefits for eligible dependents; coverage for injury, physical disease, mental disorder or pregnancy; a return-to-work incentive; SLTD conversion insurance; a cost-of-living adjustment; and lifetime security benefit. There are two options either a 90-day or 180-day benefit waiting period that includes: a monthly benefit of 65 percent of your pre-disability earnings, reduced by deductible income; a maximum $8,000 monthly benefit; and a minimum $100 monthly benefit. For more details visit PEBA's website https://www.peba.sc.gov/longtermdisability.html

5.6 Workers' Compensation.

Town employees are covered by workers' compensation for on-the-job injuries. Benefits are governed by state law and not set by the Town. Employees must report any on-the-job injury, regardless of severity, to their supervisor immediately. For more information, please see **Injury While on Duty**.

5.7 Employee Assistance Program (EAP).

The EAP is a confidential counseling, assessment and referral program designed to help you manage your life. Just as health insurance is designed to address your physical wellbeing, your EAP is designed to address your emotional and mental health, as well as manage your work/life issues to achieve a healthy balance. EAP also provides legal and financial consultation services, as well as the WorkLife Benefit which provides assistance with elder care, childcare, adoption, education, and other worklife matters. All calls made to the EAP are kept private and confidential.

5.8 Educational Assistance.

The Town supports continuing education efforts made by Town employees through the reimbursement of tuition. The following rules apply:

Eligibility

a) A qualifying employee must be full-time and active with a recent performance evaluation of satisfactory or better. Employees working as an intern, temporary, part-time or on a leave of absence are not eligible for educational assistance.

b) A qualifying employee must have completed their probationary period.

c) A qualifying employee must be performing at a satisfactory level or better and not be on a performance improvement plan due to disciplinary action. Employees who have been issued disciplinary action within 90-days of request for course approval and/or request for course reimbursement may not be eligible for tuition reimbursement approval or reimbursement.

d) For courses to be eligible for reimbursement, the course work must be completed at an educational institution that has regional or other accreditation recognized by area educational institutions. In addition, the completed course work must receive recognized/transferable credits

to include GED course work. Exceptions may be made to this policy for certain recognized certification programs when the Town identifies a need that can be met through a particular program.

e) An employee who leaves Town employment will have to reimburse the Town for any educational reimbursements received during the previous 12 months unless waived by the Town Manager.

Policy

a) Requests for educational assistance must be approved prior to enrollment. Written requests should be submitted to an employee's department head on the Education Approval & Reimbursement Form for review and recommendation.

b) An Education Approval & Reimbursement Form for the current fiscal year should be used for each class. The employee's department head or designee will review that the employee is qualified for tuition reimbursement and meets the eligibility guidelines and may recommend approval for the request, based on funding availability.

c) This form must be forwarded to Human Resources to verify available budgeted funds for approval.

d) Normally, class attendance and completion of study assignments must be accomplished outside of the employee's regular working hours. Educational activities are not to interfere with the employee's work assignments unless authorized by Department Head. Unsatisfactory job performance may result in forfeiture of educational assistance.

e) Funding is based on first-come, first-serve basis, limited to an amount each fiscal year determined by budget. This amount will be noted on the Education Approval & Reimbursement Form and this amount is per employee per fiscal year and is subject to budgetary constraints.

f) At the completion of the approved course(s), the employee must submit the following items within 30 days:

   i. Signed original approval form;

   ii. Proof of completion with a grade of C or better on university/college letterhead or transcript showing the quarter/semester, course name and grade. If the class is Pass/Fail, proof of the Pass score is required on university/college letterhead or transcript showing the quarter/semester, course name and grade.

   iii. Receipt or ledger statement showing the paid cost of the course which should include the College/university invoice or statement indicating fees charged and the amount paid (the invoice must contain the school's name and address. Copies of cancelled checks and/or credit card statements can be provided but must be attached to the invoice from the educational institution.

g) An employee separated from Town employment during class enrollment periods will lose eligibility for reimbursement and may have to reimburse the Town for prior reimbursements from the previous 12 months unless approved by the Town Manager.

h) Certain classes related to licensing and skill requirements may be taken on Town time and at the Town's expense. Department head must give prior approval to any class taken during work time and budgeted funds must be available.

5.9 Educational Bonus Policy.

The Town supports continuing education efforts made by Town employees through the reimbursement of tuition and training for certifications related to positions. Further, in our efforts to provide excellent levels of service to our citizens, the Town of Bluffton continuously strives to train and educate its employees and believes that the organization benefits from having a workforce that achieves certain academic attainment and certain specialized training and certifications.

It is the policy of the Town of Bluffton that all full-time regular employees of the Town of Bluffton may be eligible to receive a bonus provided they meet the eligibility requirements defined below and budgeted funds are available.

a) Eligibility

   i. All academic degrees must be awarded from an accredited college or university. Only those institutions accredited by the US Department of Education are recognized.

   ii. All certification programs must be from an organization or agency approved by the Department Head and used to further the skills and job knowledge for the employee.

   iii. It is the responsibility of the employee to request consideration of any educational bonus through his/her Department Head.

   iv. The respective Department Head will consider requests for educational bonus pay using the required payroll form and will make recommendation to the Town Manager along with justification and review by Finance Director.

   v. The Town Manager will have final approval or disapproval of all requests.

   vi. It is understood that application of any academic degree and certifications must be relevant and useful in the conduct of job duties and responsibilities.

   vii. An employee is not eligible if on probation or most recent performance evaluation is less than satisfactory.

b) Educational Bonus

   i. An Educational Bonus may be awarded as long as eligibility requirements are met, and budgeted funds are available.

   ii. An Educational Bonus amounts are shown below and may be paid for the following (amount to be grossed up for net amount paid to employee):

Associates Degree	$250
Bachelor's Degree	$500
Master's Degree	$750
Certification	Amount varies as pre-determined by Department Head

   iii. The Educational Bonus amount will be reviewed every year by the Town Manager to plan for budgeted funds.

   iv. If an employee receives an Educational Bonus and leaves within one-year to work for another employer, the amount of the Bonus will be re-paid to the Town through payroll deduction on the employee's final pay.

   v. Funding of the Bonus is determined by budget.

   vi. Completion of a degree or a certification is not a guarantee that a Bonus will be paid.

vii. For consideration of an Educational Bonus, an employee must submit:

Copy of transcript from accredited college or university showing completion of degree; for a certificate program, a copy of completion from the certifying agency or organization.

Memorandum to Department Head detailing degree or certificate earned and requesting consideration of Educational Bonus.

viii. For approval of Educational Bonus, a Department Head will review information from employee and complete a Payroll Status Change Form noting appropriate bonus amount attaching copies of information from employee.

ix. Department Head will have Finance Director review and request approval from Town Manager.

x. Department Head will notify employee of approved Educational Bonus and submit through Payroll with a copy to Human Resources for training file.

5.10 Wellness Programs.

The Town encourages employee wellness and encourages them to take advantage of some of the incentives available to them through Public Employee Benefit Authority (PEBA).

a) PEBA Perks provides a comprehensive range of activities, programs, services, and information designed to help State employees, retirees and their covered dependents enjoy a happier, healthier life. As a part of the employee insurance program, PEBA Perks focuses on disease prevention, early detection, disease management, and offers educational resources on diverse issues such as diabetes, tobacco cessation, weight management, stress management, and nutrition.

5.11 Discretionary Awards.

It is the policy of the Town to provide employee recognition and incentive awards to an employee or team upon Supervisor recommendation. This program is intended to reward staff employees whose achievements have resulted in a particular benefit to the Town of Bluffton. Awards are in the Town's discretion, and no employee is entitled to an award.

This policy applies to all employees of the Town.

a) Upon supervisor recommendation, through memorandum or e-mail, an employee or team may be considered for recognition in the following areas:

   i. Achieves excellence in a project or effort which falls outside normal job duties or requirements;

   ii. Resolves a critical problem or addresses an exceptional opportunity;

   iii. Exhibits an unusually high level of competence, imagination, persistence, or persuasion in achieving a goal or objective;

   iv. Demonstrates an outstanding effort (above and beyond expectations) and leadership in support of team members; or

   v. Receives special training certifications.

b) Recognition may be given in the form of monetary or non-monetary awards.

   i. Non-monetary recognition for excellence must be approved by the employee's Supervisor. Non-cash recognition awards, such as a plaque, cannot exceed a value of $50.

ii. Monetary awards may not exceed $1,000 per individual, per award. Supervisors should consider the amount of time and effort involved with the accomplishment to determine an acceptable amount.

iii. Monetary recognition is recommended utilizing the Payroll Status Change Notice Form and requires approvals from the employee's Department Head, Finance, Human Resources, with final approval from the Town Manager.

5.12 Recognition Programs.

In addition to saying "Thank You" and recognizing others for their performance and achievements, the Town has two recognition programs in place for employees to recognize their peers.

Star Awards

Employees recognize their fellow employees by presenting them with a star, which is obtained through HR. At the end of each month Human Resources draws a name from all the employees recognized that month and announces that month's Lucky Star.

The Lori McLain Award

Once a year employees nominate their fellow employees who have gone above and beyond and is someone who truly embodies the Town's **Mission** and **Vision** Statements. The Lori McLain Award Committee selects the winner who is recognized in front of his/her peers and presented with the Lori McLain Award.

SECTION VI.
TIME AWAY FROM WORK

This section reviews employee Paid Time Off (PTO), PTO accrual rates, Holiday Pay, Employee Personal Days, Jury Duty, and the Town's Corporate Social Responsibility Program.

6.0 TIME AWAY FROM WORK.

6.1 Paid Time Off (PTO).

It is the policy of the Town to grant Paid Time-Off (PTO) to full-time employees in accordance with the guidelines established below.

a) Employee PTO accrual will start on the first day of employment. Holiday pay will also start on the first day of employment.

b) PTO is a cumulative bank of time for sick days, vacation time, and bereavement leave.

c) Full-time employees will accrue PTO according to the following schedule:

0-5 years employment: 5.20 hours / pay period

6-9 years employment: 6.80 hours / pay period

Over 9 years employment: 8.32 hours / pay period

NOTE: There are 26 pay periods per calendar year.
Exceptions to the published accrual schedule may be made by the Town Manager.

d) PTO hours do not accrue while an employee is on any type of unpaid leave status (including workers' compensation, FMLA, active military duty, or leaves of absence).

e) Employees may not take PTO until they actually accrue the time.

f) Employees who think there is a discrepancy in the calculation of their PTO pay or eligibility may request a review of that calculation by the Finance Department. If possible, this request must be made within five business days of the pay date of the alleged discrepancy.

g) PTO pay for full-time employees will consist of the employee's regular rate of pay for the PTO period and will be paid on the regularly scheduled payday.

h) Employees should submit an Absence Report form to their supervisor with as much advanced notice as possible. Employees must submit requests for PTO for medical or dental appointments as far in advance as possible for scheduling purposes. Whenever possible, employees' request for specific periods of leave will be honored. However, consideration of workloads, work distribution, and other similar factors, which could result in severe work interruption, may necessitate changes to the request or denial of the request for leave. The supervisor is responsible for approving or denying all requests for leave.

i) Unless otherwise approved by the Town Manager, accrued PTO will be issued to a terminating employee in their final payroll as long as an employee has provided a 2-week (Department Heads are required to provide 30 days' notice), and the employee has not been terminated for disciplinary reasons.

j) The Town has the authority to determine whether or not employees terminated for disciplinary reasons are eligible to be paid for accrued PTO.

6.2 Required Time Off and Limitations.

Following the first anniversary of employment, full-time employees are required to take a minimum of 40 hours in PTO each year.

If the required 40 hours are not used, these 40 hours will be forfeited and will not be paid in cash. Taking fractions of days off is discouraged for less than half days.

6.3 Cash Payment of PTO and Maximum Accrual.

The maximum PTO accrual for any employee to bank or carry over is 720 hours (90 days).

Twice a calendar year, employees may have the option to cash-out PTO time as determined by budget and communicated by Finance. The following guidelines must be met in order to process a cash-out.

a) PTO cash-outs may occur in December and June of each calendar year. Employees must follow the procedures established and provided by Finance.

b) 40 hours is the maximum amount you can cash-out during eligible cash-out-month. A maximum of 80 hours may be cashed out during a twelve-month period.

c) The remaining PTO balance must be 40 hours or greater after this cash-out.

6.4 Holiday Pay.

It is the policy of the Town to designate and observe certain days each year as holidays. Eligible employees will be given a day off with pay for each holiday observed, unless notified in advance.

a) Full-time employees or employees who work 30 hours or more a week, are eligible to receive their regular rate of pay for each observed holiday, unless notified in advance. Part-time employees are eligible to receive holiday pay only for holidays on which they normally would be scheduled to work and only for their regularly scheduled number of hours, only if they are notified in advance. Temporary non-exempt and exempt employees and employees on leaves of absence or on layoff are not eligible to receive holiday pay.

b) To receive holiday pay, an eligible employee must be at work or taking pre-authorized time off on the work days immediately preceding and immediately following the day on which the holiday is observed. If an employee is absent on one or both of these days because of an illness or injury, the Town may require verification of the reason for the absence before approving holiday pay.

c) A holiday that occurs on a Saturday or Sunday generally will be observed by the Town on either the preceding Friday or following Monday, whichever day is observed by the federal government.

d) The Town recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the Town's regular holiday schedule. Accordingly, employees who would like to take a day off for those reasons may do so if it will not unduly disrupt the Town's business and if the employee's Supervisor approves. Employees may use paid time off balances or unpaid leave for these occasions.

e) The Town may schedule work on an observed holiday as it considers necessary. Normally, work on an observed holiday will be paid as if the day were a regularly scheduled work day. Should this be necessary, employees will be given a "floating" holiday that may be taken, with the prior approval of their Supervisor, at another time during the year. Such floating holidays must be taken within six months or they will be forfeited.

The Town of Bluffton observes the following twelve (12) paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Heritage Day (*Friday after Thanksgiving*)
Juneteenth Day	Christmas Eve
Independence Day (July 4th)	Christmas Day

6.5 Personal Day.

A personal day is an increment of time according to your regular schedule (example: 8 ½ hour work day). This is in a separate bank from an employee's PTO accrual. A Personal Day must be taken in the full day increment and the hours do not carry over from year-to-year. A Personal Day must be taken before December 31st of each year.

6.6 Jury Duty.

Employees are encouraged to be good citizens.

When called upon to serve jury duty, the Town of Bluffton will pay up to two (2) weeks per calendar year regular pay for jury duty.

Employees called for jury duty are to submit a copy of the summons to the department head in advance so that adjustment in staffing and scheduling can be made. The summons should be attached to the Absence Report and the box "Other" be checked. Proper documentation from the court must be provided to department head upon return to work.

Employees on jury duty may be required to work all or any portion of a workday that they are not actually participating in jury duty. The employee is responsible for notifying the department head of any times when not required to be present for jury duty.

In the event that the court provides a daily stipend for serving on the jury, the employee will reimburse the Town for total amount received for jury service, less mileage which will be calculated at the Federal reimbursement rate. Copies of the check or payment from the court should be attached to the Absence Report and submitted to Finance for processing.

a) **Court Appearance**

- An Employee's court ordered subpoena for non-work reasons does not qualify for paid leave;
- PTO can be used for such occurrences;
- Employees must immediately notify their direct supervisor as to how long they expect to be away from their job.

6.7 Voluntary Time-Off Without Pay.

The Town of Bluffton may allow employees to take up to ten (10) standard work day days of voluntary time off without pay during a fiscal year under the Voluntary Time Off Without Pay program.

a) If the Town finds it necessary to mandate a furlough, pursuant to this policy, employees who have taken voluntary leave without pay within the calendar year may be able to substitute their voluntary leave without pay time in lieu of the furlough, under certain conditions pursuant to the Town Manager's decision.

b) Employees must have pre-approval from their Director to take voluntary leave without pay. One's voluntary leave without pay should not interfere with the work schedules of other employees within the department, resulting in an additional workload to others.

c) Voluntary leave without pay, for both exempt and non-exempt employees, must be taken in full-day increments. This leave should be scheduled in advance with the Supervisor's permission.

d) This policy is available to employees in full-time positions only.

e) If a holiday falls during the voluntary leave without pay time, the employee will not receive holiday pay.

f) Paychecks will be reduced by the gross pay amount of leave hours as the leave is taken.

g) Additional leave without pay may be approved over and above the 10 calendar days with the Supervisor's permission.

h) The Town will be responsible for making the employer contributions for those employee benefits that require employer and employee contributions. The employee remains responsible for making their portion of contributions while on leave without pay. The employee may need to contact the Finance Department to make arrangements if the voluntary leave is for an extended period.

i) If Voluntary Time-Off without Pay is taken over an entire pay period, no PTO will be accrued for that pay period.

j) Employees must fill out the Town's Absence Report Form to request voluntary leave without pay and submit to their Director for approval.

6.8 Corporate Social Responsibility Program.

Purpose: To establish a Corporate Social Responsibility (CSR) Paid Time Off (PTO) Program for employees to support qualified charitable volunteer opportunities in the Bluffton community.

Policy: To set forth the terms, conditions, and processes regarding the Town of Bluffton's Corporate Social Responsibility (CSR) Paid Time Off (PTO).

The CSR PTO is designed to encourage The Town of Bluffton employees to undertake charitable acts within the local Bluffton community and provide eligible employees the opportunity to take up to 12 hours paid time off to volunteer in the community during their regular work schedule. A request for CSR PTO is reviewed by the Supervisor and approved by the Department Head. Designated paid holidays, regularly scheduled PTO and jury duties are not included in CSR PTO.

Responsibility: Each employee is responsible for understanding the details of the CSR Program. Employees are further responsible for completing the Request Form and Acknowledgement and Liability portion prior to the volunteer activity and attaching to their Absent Report form for time away. The Employee must also have an authorized person or Volunteer Coordinator at the charitable organization sign a Completion Form to verify the employee participated in the charitable activity to confirm attendance and volunteer time. The Completion Form must be turned in to Human Resources within 48 hours of the completed activity. Failure to submit the Completion Form may result in employee's time off counted against PTO hours or, if there is not PTO hours available, be time off without pay.

The Department Head (or designee) is responsible for understanding the details of the CSR program and for approving the CSR PTO for eligible employees.

Human Resources is responsible for ensuring the CSR Program supports the local Bluffton community, verifies the 501(c)(3) status of agency/organization, consults with management to ensure the appropriate implementation of the policy and obtaining completed Completion Forms to be attached to Absence Report form following volunteer time.

Eligibility

Employees. Employees meeting the following requirements are eligible for CSR PTO:

a) Employed with the Town of Bluffton for 6 months or more and earn PTO.

b) Temporary employees and Intern employees are not eligible for CSR PTO.

c) Employees on any form of leave, suspension, probation, or have received disciplinary action during the previous 6 months are not eligible for CSR PTO.

Charities. Unless otherwise approved by the Town Manager, the charities must:

a) Serve the local Bluffton communities in which the employee works and be designated as a 501(c) (3) organization.

Guidelines.

a) Employee involvement with charitable organizations is encouraged regardless of eligibility for CSR PTO.

b) CSR PTO will be scheduled consistent with the goals and Mission of the Town of Bluffton.

c) "Day," as used throughout this policy, means the employee's standard work day.

d) The Department Head and Supervisor shall have the right to specify the number of employees within the department who may be absent from work at any one time and may deny CSR PTO based on staffing and workload needs.

e) Employees must sign the CSR Request Form and an Acknowledgement and Liability Form prior to each CSR volunteering activity.

f) Employees must complete the CSR Completion Form and return it to Human Resources within 48 hours of the completed activity or time off may be charged to employee's PTO bank.

g) No costs incurred during the volunteer day may be charged to the Town of Bluffton as an expense.

h) Employees who take CSR PTO and (a) are found to have falsely documented their volunteer hours, or (b) worked for an organization other than an approved organization, or (c) otherwise misrepresented their actions or the nature of the work, will forfeit the equivalent hours of normal PTO and may face disciplinary action up to and including termination of employment.

i) CSR PTO used will not be considered hours worked for purposes of calculating overtime.

j) If the CSR PTO activity time is less than an entire regularly scheduled work day, it is up to the non-exempt employee to make arrangements with his/her supervisor to either use personal PTO for the remainder of the day or return to work. Exempt employees will need to coordinate with their supervisor if/when they return to work if their CSR time is less than their regularly scheduled work day.

k) CSR PTO hours do not carry over from year to year and are not paid out at the time of departure from employment with the Town of Bluffton.

Procedures

Prior to volunteer time/event, the Employee completes the CSR Request Form and signed Authorization and Acknowledgement and Liability portion to their Supervisor for review. Upon approval by Supervisor and Department Head, the Request Form is forwarded to Human Resources to complete the Verification of Agency/Organization. Employee should submit a time off request for CSR PTO (up to 12 hours/year allowed for CSR PTO).

Upon completion of the volunteer activity, the employee must submit the CSR Completion Form and obtain the signature of the Volunteer Coordinator at the agency where the volunteer work was performed and submit it to Human Resources within 48 hours of activity completion.

Human Resources will provide the Completion Form and Request Form to Finance to attach to Absence Request Form.

6.9 Leaves of Absence - Family Medical Leave Act (FMLA).

(*Applies Only to Employees Employed 12 Months or Longer and Who Have Worked 1250 Hours or More in the Preceding 12 Months, both Prior to Commencement of Leave.)*

General: Employees who meet the length of service and hours worked requirement described above have rights under the Family and Medical Leave Act. As a general rule, employees must request leaves of absence under this law and policy, but in appropriate situations, employees may be placed on leave status without application.

a) **Reason for Leave of Absence**

i. Medical and Family Leave. An eligible employee may be entitled to a leave of absence under this law and policy if a serious health condition, including disability resulting from an on-the-job injury, prevents the employee from being able to perform his/her job, if the employee's spouse, child or parent has a serious health condition and the employee must be absent from work in order to care for that relative, or to care for a natural child, adopted child, or formally placed foster child, provided that entitlement to leave to care for a child who is newly born or newly received in the employee's household shall end 12 months after a natural child is born or 12 months after an adopted or foster child is received in the employee's household.

ii. Military Caregiver Leave. An eligible employee whose spouse, parent, child or next-of-kin is a covered service member or covered veteran of the Armed Forces of the United States may be entitled to leave of absence to care for the service member or veteran if he/she is, or was, injured while on covered active duty, including if he/she aggravates an existing injury.

iii. Qualifying Military Exigency Leave. An eligible employee whose spouse, parent or child is a member of the regular Armed Forces of the United States and is on active duty or called to active duty on a foreign deployment, or who is a member of the National Guard or Reserves and is on or called to qualifying active duty in federal service may be entitled to a leave of absence due to one or more qualifying exigencies arising out of the active duty or call to active duty. Qualifying exigencies are: (1) Short-notice deployment (i.e., notice of 7 days or less); (2) Military events and related activities; (3) Childcare and school activities (regular or routine childcare by the employee does not count); (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; (8) Parental care (regular or routine parental care by the employee does not count); and (9) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

Proof of need for leave of absence may be required regardless of the type of leave taken.

b) **Length of Leave**

i. Medical and Family Leave. An eligible employee may take the equivalent of a total of 12 work weeks of leave during any 12 consecutive months for his/her own serious health condition, that of a parent, spouse or child, or to care for a newly born or newly received child. Leave to care for a newly born or newly received child must be taken consecutively. Leave required because of the employee's own serious health condition or that of a spouse, child, or parent, may be taken intermittently or by means of a modified work schedule when necessary.

ii. Military Caregiver Leave. Leave to care for an injured service member or covered veteran may be taken for up to 26 work weeks in a single 12-month period. Any

leave taken by the employee for any other FMLA-qualifying reason will count against the 26 weeks of leave permitted to care for an injured service member.

iii. Qualifying Military Exigency Leave. Leave taken because of a qualifying exigency is available for up to 12 work weeks in any 12 consecutive months. Leave taken because of a short notice deployment is limited 7 days from the date of notice and leave taken to be with the service member during periods of rest and recuperation are limited to 5 days per period of rest and recuperation. Leave taken to attend post-deployment activities must be taken within 90 days of the end of active duty service.

c) **Coordination of Leave and Paid Time Off**

An employee who must be absent due to his/her own serious health condition will be paid for time lost from work from PTO balance, if any. An employee who must be absent for any other FMLA-qualifying reason will be paid for time lost from work from accrued annual leave balances, if any. Leave taken under this policy counts towards the employee's 12 weeks of leave (or 26 weeks, where appropriate) regardless of whether all or part of the employee's leave is paid.

d) **Effect of Leave on Accrual of Fringe Benefits**

i. Health benefit plan. Employees taking leave under this policy must continue to pay their portion of health benefit plan premiums on the same date that such portion of premiums would be deducted from the employee's wages.

ii. Accrual of paid leave. Unpaid time lost from work due to leave granted under this policy is not considered time worked for the purpose of accrual of paid time off.

e) **Employee Responsibility**

Employees who request leave under this policy must give 30 days' advance notice or such lesser amount of notice as is possible in the particular circumstances. When the need for leave is unforeseeable, the employee must follow the normal procedure for reporting an absence. Employees may not engage in side employment or work for another employer without the express written permission of the Town Manager.

f) **Termination of Leave of Absence**

A leave of absence under this policy will end when the need for the leave of absence ends, or when the maximum leave described above has been taken, whichever occurs sooner.

g) **Reinstatement**

At or before the conclusion of the FMLA leave of absence the employee is entitled to reinstatement to his/her former position or to a position equivalent to his/her former position. The employee must demonstrate that he/she is fit for duty and must give reasonable notice of intent to return to work.

h) **Extension of Leave without Benefits**

An employee who is unable to perform the duties of his/her position due to his/her own disability and who has exhausted his/her entitlement to leave under the Family and Medical Leave Act by taking 12 consecutive weeks of leave may, at the discretion of the Town Manager, upon written application, be granted up to an additional 14 weeks of leave. This additional leave of absence does not entitle the employee to reinstatement or to payment of any portion of his/her health benefit plan premiums. If the employee is able to return to work prior to the exhaustion of his/her extended leave, he/she may be returned to his/her previous position if it is vacant and is to be filled, or to some other position of equal or lesser compensation for which he/she is qualified and where there is a vacancy to be filled. If the employee is not returned to active employment, he/she may be continued on extended leave of absence status until he/she is returned to active duty status or his/her extended leave of absence expires, whichever occurs sooner.

Employees who have exhausted their FMLA leave under other circumstances, but who continue to require leave which would qualify for FMLA leave if such leave had not been exhausted, may apply for an extended leave of absence for personal reasons. Such extended leaves are granted only at the discretion of the Town Manager.

i) **Separation of Employment**

An employee's employment may terminate if he does not return to full active employment status at the conclusion of his/her leave of absence or extended leave of absence. This does not affect the employee's ability to reapply for the position at a later time. Further, employees with circumstances that warrant special consideration should bring those circumstances to the attention of management.

j) **Special Situations**

i. Spouses. When both a husband and a wife are employed, their combined right to a leave of absence because of the birth or placement of a child, or to care for a newly born or placed child or to care for a parent with a serious health condition is 12 weeks in a 12 month period, or 26 weeks in a single 12 month period to care for an injured service member or covered veteran.

ii. Key Employees (salaried employee in highest paid 10% of all employees). Such employees may be denied reinstatement rights if reinstatement would cause substantial and grievous economic injury to operations.

k) **Notice of Rights**

Federal law requires that we provide you with the notice of your rights (Please refer to **Attachment F**).

6.10 Military Leave.

Employees are entitled to such leave of absence and reinstatement upon return from leave of absence for military service (including Reserve and National Guard duty) as may be provided by applicable state and federal law. The provisions of such laws change from time to time, and for that reason no effort is made to set forth the law in this policy. (Please refer to **Attachment G** for Your Rights Under the Uniformed Service Employment and Reemployment Rights Act (USERRA).

6.11 Physical Disability and Personal Leave.

An employee who does not qualify for Family and Medical Leave may be entitled to a leave of absence when unable to work because of personal illness, pregnancy, or injury on or off the job. Such an employee may also apply for leave of absence for personal reasons. Leaves are granted only at the discretion of the Town Manager upon recommendation by the employee's department head.

Employees are requested to apply for leaves of absence as far in advance of need as is possible, but an employee may be placed on leave status without application when the circumstances warrant such action.

Physical disability leave begins on the first day of absence.

After the employee has exhausted his/her PTO, as a general rule, an employee on leave of absence is not entitled to wages, certain other voluntary benefits and does not accrue PTO. Certain exceptions may be established by law.

Employees desiring to return to work from an unpaid leave of absence must notify his/her department head and Human Resources in writing at least ten (10) days prior to their desired date of return. If the Town finds that the employee is fit to resume his/her duties, the employee may be placed in his/her former job if a vacancy exists which is to be filled. If no such vacancy exists, the employee may be placed in any job in which there is a vacancy which is to be filled and for which he is best suited. If no such vacancy exists at the time the employee desires to return to work, the employee's leave of absence

may be continued. An employee who has not been reinstated within three (3) months following the commencement of a leave of absence is subject to termination but may request an extension. This action does not affect the employee's eligibility to be considered for hire as a new employee.

SECTION VII.

LEAVING EMPLOYMENT

This section discusses the end of an employee's employment with the Town of Bluffton. This includes the amount of notice that should be provided, equipment turn-in, and PTO payout. The Town of Bluffton's Retiree Re-Employment Program is also discussed.

7.0 LEAVING EMPLOYMENT.

7.1 Termination.

It is the policy of the Town to terminate employment because of an employee's resignation, discharge from employment related to performance related issues, retirement, the expiration of an employment contract, a reduction in the workforce, or death of an employee.

a) Employees must provide written notice of their intent to resign to the Town Manager. Failure to give written notice may result in ineligibility for reemployment.

   i. Department Heads should give 30 Days' notice;

   ii. All other employees should give at least two weeks' notice.

b) Employees who are absent from work for three consecutive days without being excused or giving proper notice will be considered as having voluntarily quit.

c) Supervisors should send notices of resignation or recommendations for termination to the Director of Human Resources for review. This information should be accompanied by supporting documents, such as performance appraisals or disciplinary reports. All terminations must be approved by the Town Manager before any final action is taken.

d) Human Resources will conduct an exit interview as close to the employee's last working day as possible.

e) Terminating employees receive their final pay on the next pay date after the employee's last day of employment.

f) Human Resources will meet with the exiting employee and collect all Town property in their possession, such as Town identification cards, keys, credit cards, tools, cell phones, and computers, and any other Town property. Human Resources will also inform employee of any owed balances/funds due on generator and/or computer loans. The Police Department is responsible for their own department employees. The value of items not returned is considered and advance of wages that may be deducted from the employee's final pay. Condition of the returned items must meet the expectations of the department head.

   Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

g) Accrued PTO will be paid in the terminating employee's last paycheck or no later than the next pay period thereafter. Employees terminated for disciplinary reasons or who have not provided adequate notice of resignation, are not entitled to payment of accrued PTO.

h) Terminating employees may be eligible for future employment if recommended by their Supervisor.

i) Requests for employment references should be made in writing to Human Resources. Human Resources will provide position title, provide a verification of dates of employment, and salary with the Town.

j) When an employee is terminated, resigns or otherwise leaves the employment of the Town of Bluffton, the employee will receive pay for the compensatory time (hourly employees only) not taken. The employee will be paid at his/her regular rate for compensatory hours.

k) All terminating employees are asked to provide Payroll and Human Resources with their most current mailing and email address, and keep both departments updated if they move within the next 12 months.

7.2 Return to Service – Town of Bluffton Retiree Re-Employment Program.

The Town of Bluffton recognizes the value of employing experienced individuals who have a working knowledge of our organization, our working philosophy, and the character, skills and knowledge that benefit the organization.

The following retiree re-employment guidelines will serve to clarify the definition of a "retiree" for purposes of this policy, and to establish specific program guidelines. Questions regarding this program should be referred to Human Resources.

"Retiree" as defined for purposes of this policy is an individual who has retired from the SCRS or PORS retirement program and was employed for at least five (5) consecutive years with the Town of Bluffton immediately prior to retirement from the SCRS or PORS program. A re-hired Retiree must be terminated from employment and have at least a thirty (30) calendar day break in service prior to being re-hired.

Any exceptions to this program must be approved by the Town Manager.

Request for Employment Process

A retiring employee, who would like to submit a formal request to be considered for re-employment in accordance with this policy, will be asked to follow the Retiree Re-employment Application process listed below.

a) At least forty-five days prior to the date of retirement from SCRS or PORS, the employee should schedule a meeting with the Human Resources Office for the purpose of (a) obtaining specific information and review of the program criteria, and (b) obtaining the Retiree Re-employment Application Request Form.

b) At least thirty (30) days prior to the date of retirement from SCRS or PORS, the employee should schedule a formal meeting with his/her department head for the purpose of discussing and submitting the formal request to participate in the Retiree Re-Employment program.

c) The department head will meet with the Human Resources Office for the purpose of reviewing the employee's employment performance records.

d) The department head will submit a recommendation to the Town Manager indicating approval or rejection of retiree's request for re-employment. The department head will provide an explanation as to his/her recommendation.

e) The Town Manager will review the retiree's request and the department head's recommendation. The Town Manager will make a final decision as to whether the request will be accepted or rejected. Each request will be considered on a case-by-case basis taking into consideration what is in the best interest of the Town's organization.

f) The Town Manager will send his/her decision in writing to the retiring employee generally at least ten (10) days prior to the employee's last day of employment. Copies of the decision will be sent to the department head.

Important Notice

It is to be understood by all parties that at no time will the Town guarantee employment status to an employee retiring from the SCRS or PORS retirement program. Reemployment with the Town is entirely at the Town's discretion and based on the needs of the Town.

Approved Returning Retiree

A retiring employee under SCRS or PORS who has been approved by the Town Manager for re-employment status in accordance with this policy, will be subject to the following:

On the last day of employment prior to reemployment the employee will return all uniforms, equipment and identification to his/her department, unless the Town Manager approves the employee retaining any such items. All official records will record an official termination date from the Town of Bluffton as indicative of employee's last day of employment.

Classification status: The returning employee may be reassigned to the previous job title at the time of termination, or to any position, at the sole discretion of management.

Pay Status: The returning employee may be reassigned to the starting pay of the grade/salary level or beyond entry level based on qualifications and experience in management's sole discretion. Any exception to the entry level will require a written request and justification by the Department Head and approval by the Town Manager. If the retiree is rehired into another position (a position not held at the time of retirement) the retiree will be placed in the appropriate pay range based on qualifications and experience as determined by Human Resources and approved by the Town Manager. Any exception to the entry-level will require a written request and justification from the Department Head and approval of the Town Manager.

Benefits & Annual Evaluation: The returning employee may retain the current level of annual leave accrual. A performance evaluation assessment will be established for the returning retiree. The returning retiree's annual evaluation will follow the Town's established Performance Evaluation Program. The department head with approval from the Town Manager, will determine annually if it is in the best interest of the Town whether or not to continue the employment status of the retiree. This does not guarantee employment for one-year periods, or for any particular time. Employment remains at-will.

a) The employee will be paid out accrued PTO according to the Town's policy.

   i. The employee will be paid out up to the first forty-five (45) days of "accrued" leave in accordance with the Retirement System benefit program. (For Town of Bluffton purposes this is PTO). For a detailed explanation of the Retirement System average final compensation calculation using the 45 days, see: http://www.peba.sc.gov/rfaqs.html

   ii. All additional unused PTO will be paid out in the final paycheck or one lump sum payment.

b) The Town will recognize the Retirement Systems break in service of thirty (30) consecutive calendar days before an eligible retiree may be re-employed by a participating agency. The retiree will be terminated for one full day and then must be available to return to work on the thirty-second (32nd) day following the day of termination.

c) Subsequent to approval of the application for entry into the Retiree Re-employment Program, the retiree will not be eligible for promotion nor participation in a promotional assessment unless approved by the Town Manager.

d) A retiree returning to work under this program will continue to be an "at will" employee and will be treated in the same manner as a probationary employee for grievance purposes.

The retiree will report to the Human Resources office on the first day of re-employment for the purpose of receiving information regarding pay and benefits, along with a new Town ID card. Immediately following, the employee will report to the assigned department for work. The department will re-issue, where applicable, uniforms and equipment. The department head and/or the employee's Supervisor will meet with the returning retiree within the first five (5) days of re-employment, or as soon as possible, for the purpose of reviewing the work conditions, performance review program, work expectations and other

items on the supervisor's checklist for new hires that apply.

Important: Return to work rules for SC Retirement System members changed January 2, 2013. In general, anyone who retires after January 2, 2013 and who retires prior to age 62 (SCRS) or 57 (PORS) is subject to an earnings limitation of $10,000.00 per year. For more information, please visit PEBA's website (retirement.sc.gov), or call your PEBA Retirement customer service representative at 800-868-9002.

SECTION VII. ABOUT THIS HANDBOOK

This section briefly discusses the handbook and potential revisions as well as giving credit to the photographer who took the cover photo.

8.0 About this Handbook.

Town of Bluffton Employee Handbook

Created on October 13, 2004

Adopted June 1, 2008

Updated November 10, 2015

Updated 06/11/2019

Updated on 7/14/2020

8.1 Amendments to the Handbook.

Amendments to the Handbook

Any section or provision of this handbook can be amended or changed by the Town Manager with or without notice.

We have made every effort to make this handbook as complete and as helpful to you as we can, but changes happening as quickly as they do, further revisions will undoubtedly be necessary.

Additional and/or updated information also can be found in the Human Resources for Staff folder.

If you need any clarification on any of the topics covered in this handbook, please do not hesitate to contact Human Resources.

Cover Photo

Cover photo courtesy of Scott Schroeder Photography.

DRUG FREE WORKPLACE POLICY

General Rule

All employees of the Town are prohibited from swallowing, inhaling, injecting, dealing in, or otherwise using illegal drugs and substances (such as marijuana, cocaine, LSD, heroin, etc.). Further, this prohibition applies to the misuse, abuse or any unlawful use or possession of otherwise legal drugs. This prohibition applies to use at any time, both on the job and off the job. Town employees are permitted to possess any substance when required by their jobs or for the purpose of lawful delivery to another person.

All employees of the Town are prohibited from using or possessing alcoholic beverages on Town premises or time. (The term "Town premises or time" includes: Town vehicles and private vehicles on Town premises; parking lots and recreation areas; and any circumstances in which an employee is representing the Town, such as attending off-premises business meetings or conferences. Employees are not prohibited, however, from having unopened containers of alcoholic beverages in their personal vehicles.) The Town Manager may approve moderate alcohol use at designated social or business functions.

All employees of the Town are prohibited from reporting to or being at work while under the influence of alcohol. (An employee is considered to be "under the influence of alcohol" if he/she has any detectable amount of alcohol in his/her system.) An employee taking prescribed medication which might affect his/her ability to perform his/her job is required to advise his/herr supervisor. The Town will determine whether the employee may continue to work. Employees may be required to submit to a drug screen.

These prohibitions also apply to leased employees and contractors employed by the Town or working on Town property.

1) Applicants for Employment

   Applicants tentatively selected for employment must undergo a pre-employment drug test. The Town does not hire applicants tentatively selected for employment who refuse to submit to a drug test or who test positive for use of illegal or unauthorized substances or the illegal use of authorized substances. An applicant who is rejected under this policy may be considered for future vacancies if he/she can demonstrate that he/she is no longer a user of any such substances. For example, the applicant may successfully complete a drug abuse treatment program and pass a more thorough drug test conducted at the applicant's expense. (This may include participation in and successful completion of a rehabilitation program as well as a negative drug test result on a more thorough drug test.)

2) Current Employees

   A. All Town employees are subject to drug testing by urinalysis or other acceptable means recognized by the Town where "particularized suspicion" of drug use in violation of this policy exists or under other lawful conditions.

      1. Particularized suspicion is deemed to exist when:

         a. Information that an employee has used drugs or substances in violation of this policy is provided by a reliable informant;

         b. An accident occurs. "Accident" is defined as:

            1) an accident involving a fatality;

            2) an accident causing personal injury; or

            3) an accident involving property damage.

NOTE: DOT regulated employees (CDL Drivers) are subject to special rules for post-accident testing and will be tested following an accident in accordance with DOT regulations.

c. An employee exhibits any of the following:

1) extreme mood swings;

2) slurred speech;

3) unusual clumsiness;

4) staggering;

5) dilation of pupils;

6) sleeping on the job or lethargy;

7) excessive unexplained sweating;

8) other aberrational behavior;

9) an employee has been arrested for or convicted of a violation of drug laws; or

10) an employee has tested positive for drugs or otherwise violated this policy within the past five years.

B. All Town employees are subject to alcohol testing where "particularized suspicion" of alcohol use in violation of this policy exists.

1. Particularized suspicion is deemed to exist when:

a. information that an employee has used or possessed alcohol in violation of this policy is provided by a reliable informant;

b. an accident occurs. "Accident" is defined in the same manner as it is in Section 2b of this policy.

c. an employee exhibits behavior consistent with alcohol use such as but not limited to:

1) erratic behavior (mood swings, slurred speech, staggering, bloodshot eyes, sleeping on the job or lethargy, excessive unexplained sweating, etc.);

2) the apparent odor of an alcoholic beverage on an employee's breath;

3) other aberrational behavior such as but not limited to excessive absenteeism or tardiness, significant deterioration in job performance, repeated errors or rules violations, etc.

d. an employee has admitted violating the Town's alcohol policy;

e. an employee is arrested for or convicted of an alcohol related offense;

f. an employee has tested positive for alcohol in violation of this policy, or otherwise violated this policy, within the past five years.

C. Particularized suspicion testing is conducted upon the approval of the Town Manager or his/her designee.

D. All sworn law enforcement officers, employees who are required by their jobs to possess a Commercial Driver's License or employees whose jobs the Town regards as "safety-sensitive" are subject to random testing to determine compliance with this policy. A list of safety sensitive positions is attached as Appendix A. Random selection testing is unannounced.

E. Employees may be tested for the use of controlled substances as part of any "fitness for duty" physical examination mandated by federal/state law or by the Town, or as otherwise allowed by law.

F. Employees who refuse to submit to an alcohol or drug test when ordered to do so or who adulterate, or substitute test samples are in violation of this policy and subject to disciplinary action, up to and including discharge. Refusal to test includes failure to appear for a test, failure to remain until testing is complete, failure to provide an adequate amount of urine, saliva or breath, failure to undergo a medical examination to evaluate your ability to provide an adequate urine, saliva or breath specimen, or failure to sign a required certification form.

3) Testing Procedure

A. Drug testing.

1. Drug testing will be by urinalysis or other accepted means.
2. The collection of urine samples is performed under reasonable and sanitary conditions.
3. Urine is normally collected under conditions of semi-privacy – that is, a person of the same gender will be in a position to observe obvious attempts to substitute or adulterate a urine sample. Collection of the urine sample may be directly observed by a person of the same gender, however, where the person supervising the collection believes an employee has tampered with an earlier urine sample or the employee has previously admitted or been proved to have used drugs in violation of this rule. In addition, direct observation will be used in DOT-mandated testing for DOT-regulated employees when allowed or required by DOT regulations.
4. Urine samples are sealed, labeled, and documented in accordance with the procedure of the drug testing collector or laboratory. Tests performed pursuant to DOT regulations will follow the procedures required by those regulations. Labeling, storage, and transportation of samples are performed so as reasonably to preclude the probability of erroneous identification, sample contamination, or sample adulteration.
5. Specimens are checked for at least the following six drugs:
   a. Marijuana **†**
   b. cocaine
   c. opiates
   d. amphetamines
   e. phencyclidine
   f. barbiturates

† *Warning:* Use of any substance containing any trace of THC, such as CBD oil, could produce a positive drug test resulting in termination from employment.

NOTE: Tests performed pursuant to DOT regulations check for only those substances mandated by the DOT regulations.

6. Applicants and employees are provided an opportunity to provide any information which they consider relevant to the test, including identification of currently used prescription or nonprescription drugs, or other relevant information.
7. Samples which initially result in a positive finding for drug use are re-tested by the gas chromatography/mass spectrometry (GCMS) or an equivalent method. If the confirmatory

test results in a positive finding of drug use and is verified by the Town's screening facility's Medical Review Officer, the written report of the Medical Review Officer is conclusive for all employment-related purposes.

8. The Medical Review Officer normally allows an employee whose drug test results have been confirmed as positive the opportunity to justify the result before the Medical Review Officer notifies the Town.

9. A positive-dilute result is treated as positive. A negative-dilute result will result in a retest. Absent satisfactory explanation, a second negative-dilute result may result in the test being considered adulterated. Dilute test results in DOT-mandated tests will be handled according to DOT regulations.

B. Alcohol Testing.

1. A non-evidential screening device may be utilized to initially determine compliance with this policy. If the screening device indicates the presence of alcohol, or if the results of the screening device are deemed questionable by the Town, then a confirmatory test is conducted utilizing an EBT (evidential breath testing) device or blood test. The Town uses only DOT approved non-evidential screening devices and DOT approved evidential breath testing (EBT) devices for DOT-mandated alcohol testing. The Town reserves the right to utilize blood testing for non-DOT alcohol tests.

2. Employees will have an opportunity to provide any information which they consider to be relevant to the test.

3. The EBT confirmatory test is conducted by an individual properly certified to use the equipment. (In situations involving DOT regulated employees, the EBT operator should be properly certified in accordance with applicable DOT regulations.)

4. A confirmatory test result generated through the use of an EBT or blood test which indicates a presence of alcohol in violation of this policy is conclusive for purposes of this policy.

4) Notice to Employees

The Town attempts to distribute to all employees a copy of this policy. Additional copies of this policy are available upon request. By continuing to work, the employee agrees to abide by the policy as a condition of employment.

5) Notice to Employer, State and Federal Grantor/Contracting Agencies, and Law Enforcement Authorities

A. As a condition of employment, employees agree to notify the Town within five calendar days after any criminal conviction for the workplace manufacture, distribution, dispensation, possession, or use of illegal drugs and prescription drugs not prescribed for the individual employee's use. The Town will notify all state and federal grantors/contracting agencies of such employee convictions within ten days as required by the state and federal Drug Free Workplace Acts. "Conviction" means a finding of guilt, imposition of a sentence, a plea of no contest, or a plea of guilty.

B. The Town will notify law enforcement authorities whenever illegal drugs are found in the workplace.

6) Consequences of Violating This Policy

A. Employees who violate this policy are subject to immediate termination of employment.

B. Except for sworn law enforcement officers, in lieu of terminating an employee, the Town may in its sole discretion condition the continued or future employment of an employee who tests positive for or admits to the use of illegal drugs, upon the successful completion of an alcohol or

drug counseling/rehabilitation program.

C. If the Town, after considering all of the relevant circumstances, agrees to allow an employee who is found to be in violation of this policy to continue as an employee, the employee's continued employment will be subject to the following: continue as an employee, the employee's continued employment will be subject to the following:

1. Referral of the employee for alcohol or drug abuse counseling;
2. Retesting the employee for alcohol or controlled substances before allowing the employee to return to duty;
3. Requiring the employee to authorize any rehabilitation facility to report periodically to the Town during the course of treatment/counseling;
4. Placing the employee on probation for at least six months following the employee's return to duty; and
5. Requiring the employee to submit to unannounced follow-up alcohol and/or drug testing for a period of up to five years.

D. An employee whose continued or future employment is conditioned upon the successful completion of a counseling or rehabilitation program and who refuses or fails to participate in a single counseling or treatment session is in violation of this policy and subject to immediate termination.

E. An employee whose return to duty test sample does not indicate that the employee has discontinued illegal use of drugs or indicates that the employee is in violation of this policy is subject to immediate termination.

7) Coming Forward with Substance Abuse Problems

A. Employees, other than sworn law enforcement officers, who have substance abuse problems and report them to the Town before being selected for testing, and before the occurrence of an event which normally would result in testing, in the Town's sole discretion may be upon the first violation be subject to Part VII (B) - (E) of this policy in lieu of termination.

B. An employee who admits to a violation of this policy or tests positive for drugs in violation of this policy, but seeks counseling and remains an employee of the Town, is subject to immediate termination if he/she again either admits to, or is otherwise found to be in violation of this policy.

8) Confidentiality

Any alcohol or drug test results or information supplied by employees and applicants as part of the Town's alcohol and drug testing program are kept as confidential as possible, consistent with the purposes of this policy.

9) Testing Costs

The Town is responsible for the costs of all drug tests to which the Town requires an employee to submit. However, an employee subject to unannounced follow-up testing pursuant to Part VII (B) – (E) is solely responsible for the cost of all follow-up tests.

10) Notification of Test Results

A. Applicants are notified of the results of a pre-employment drug test, provided the applicant requests the results within 60 days of being notified of the disposition of the employment application.

B. Employees are notified of the results (including the drug(s) discovered) of all positive drug tests.

11) Employee Assistance Program / Drug Free Awareness

The use of illegal drugs and similar substances is a serious threat to our nation's collective health, safety, and welfare. Drug and alcohol abuse in the workplace is dangerous because it leads to physical impairment, loss of judgment, safety violations, and the risk of injury and death. In order to prevent these consequences of drug abuse, the Town has implemented this policy. Employees who feel they have a problem with controlled substances should seek assistance.

The Town has also made available to its employees an Employee Assistance Program. The program provides employees with professional help for problems such as alcohol and drug abuse, emotional stress, money management difficulties and unpleasant family situations. Information about the Employee Assistance Program is available through the Human Resources Department.

For more information on where to obtain treatment or assistance for drug or alcohol problems, one of the best places to look is in your phone book's Yellow Pages under "Drug Abuse & Addiction Information & Treatment Centers" or "Alcoholism Information & Treatment Centers." Under these headings, there is often a listing for a local "Council on Alcohol and Drug Abuse." These organizations are most helpful, as are Alcoholics Anonymous (AA) and Narcotics Anonymous (NA), in identifying sources for treatment and assistance. Set forth below is a list of organizations that may provide information or referrals.

1. National Clearinghouse on Alcohol and Drug Information

   1-800-729-6686

2. National Council on Alcoholism

   1-800-622-2255

Periodically, the Town may make available to employees information regarding substance abuse. All employees are encouraged to attend such programs and to review any material supplied. Some employees may be required to attend such programs or to review such material.

Employee Responsibility

Employees on physician-prescribed medication must notify his/her supervisor if his/her healthcare provider has informed him/her that such medication could affect job performance and safety.

COMPUTER AND INTERNET USAGE

Purpose:

The Town of Bluffton is committed to protecting its employees, partners, and the Town of Bluffton itself from illegal or damaging actions by individuals conducted either knowingly or unknowingly.

This policy applies to all departments, contracted entities, and other individuals or groups that use Town of Bluffton equipment. Any of these arms of the Town of Bluffton may develop more specific information technology policies for application within the department, but none may write more lenient policies.

Network-related systems, including but not limited to computer equipment, printers, software, operating systems, storage media, e-mail and phone systems, are the property of the Town of Bluffton. These systems are to be used for business purposes in serving the interests of the Town of Bluffton and of our clients and citizens in the course of routine operations.

Effective security is a team effort involving the participation and support of every Town of Bluffton employee and all other persons affiliated with the Town who deal with information and/or information systems.

Employees have no expectation of privacy in any personal data or items stored in or transmitted on the Town's systems and networks.

Subject Matter: The subject matter of emails should demonstrate good judgment and reflect the professionalism of the Town of Bluffton. Content should pass the test of being able to appear in the newspaper without being embarrassing or offensive to anyone. Avoid whatever could be construed as improper or embarrassing to the Town of Bluffton. Specifically prohibited are political activity and campaigning, religious messages or slogans, illegal activity, and use for a personal business enterprise.

Use care not to divulge confidential or sensitive information.

Town of Bluffton Business: Information technology should be used only for official Town of Bluffton business. Care should be taken to limit the number of non-business-related persons outside the organization who know your Town of Bluffton address. By doing this, you will limit the number of unsolicited, personal, and offensive messages received. Server space is limited and should be reserved for Town of Bluffton use.

Personal Use: Brief and occasional messages of a personal nature may be sent and received. Sending chain letters is prohibited. Personal messages shall not impede Town of Bluffton business. Great care and self-control should be exercised by employees to not send multiple-recipient messages with non-Town of Bluffton business content **–** for example, jokes, anecdotes, or gossip. Mass mailing and large attachments overload the Town of Bluffton server thereby hindering legitimate Town communications. Only incidental amounts of employee time (time periods comparable to reasonable breaks during the day or during meal periods) may be used to attend to personal messages. Employees should, upon receiving a personal message, read or listen to the message and delete it in a timely manner. What is reasonable is determined by the Town. The best way to avoid violating the policy is to avoid any personal use.

Town of Bluffton printers and paper are not for personal use.

Unknown Sources: Take extra caution when receiving an email message from an unknown source, especially from an address exterior to the Town of Bluffton system. The potential to spread viruses is significant, and opening such a message could have devastating results to the entire Town of Bluffton system. This also applies to all attachments, spoofing emails and

phishing emails. Please make sure to properly delete from your Inbox and Deleted Items Folders.

Network Security: Everyone has an obligation to protect Town of Bluffton computer systems and information by adhering to good security practices that limit the threat to unauthorized use, disclosure, modification, destruction or abuse. The Town of Bluffton will provide a system of user identification (user-IDs), passwords, and other network security standards.

Everyone is responsible for activity performed with their personal user-IDs and is prohibited from performing unauthorized activity with other user-IDs. All internal and external connections to the Town network shall be approved by the Town Manager or designee. Inbound access will be given only in cases of bona fide need and when no other more secure method is available. No one shall attempt to gain access to systems without proper authorization or use hardware or software tools on the network that could be used to evaluate or compromise security.

All software and files obtained from non-Town sources via the internet or any other network must be screened with virus-detection software prior to being used. Use caution in downloading software. Adhere to copyright laws and be aware that screen savers, backgrounds, and other such files often contain viruses that will infect computers and networks. File downloads should only occur for Town business purposes. Please limit streaming of audio and/or video due degradation of network bandwidth along with potential infection of malware or virus. All suspected information security incidents must be reported to the Town Manager or designee upon discovery.

Audits: Law enforcement and Town officials may examine any relevant electronic transmissions/transactions in the course of an ongoing investigation of criminal activity.

Privacy: No one should expect a right to privacy in the use of Town equipment. Without his/her knowledge, access to an individual's (1) electronic or voice messages; (2) addresses accessed on the internet, or (3) data on Town of Bluffton equipment that has been used by an employee may be obtained by Department Heads or designees for needs arising in the normal course of business.

Enforcement: Department Heads using Town of Bluffton information technology are responsible for communicating and enforcing this policy. No one shall receive a computer, access to the internet, or voice mail until he/she has agreed in writing to comply with this policy. Such documentation shall be retained in the Front Office and in the individual's personal folder in Human Resources. The Town shall administer and enforce this policy and shall provide any procedures or forms when needed.

TOWN OF BLUFFTON COMPUTER AND INTERNET USAGE POLICY

Town of Bluffton Computer and Internet Acceptable Use Policy

1.0 Overview

The Town of Bluffton's intentions for publishing an Acceptable Use Policy are not to impose restrictions that are contrary to the Town's established culture of openness, trust and integrity. The Town is committed to protecting the Town of Bluffton employees, partners, and the Town of Bluffton itself from illegal or damaging actions by individuals conducted either knowingly or unknowingly.

Network-related systems, including but not limited to computer equipment, printers, software, operating systems, storage media, e-mail and phone systems, are the property of the Town of Bluffton. These systems are to be used for business purposes in serving the interests of the Town of Bluffton, and or our clients and citizens in the course of normal operations.

Effective security is a team effort involving the participation and support of every Town of Bluffton employee and all other persons affiliated with the Town who deal with information and/or information systems.

2.0 Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at the Town of Bluffton. These rules are in place to protect the employee and the Town of Bluffton. Inappropriate use exposes the Town of Bluffton to risks including virus attacks, compromise of network systems and services, and legal issues.

3.0 Scope

This policy applies to employees, contractors, consultants, temporaries, and other workers at the Town of Bluffton, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by the Town of Bluffton.

4.0 Policy

4.1 General Use and Ownership

1. Users should have no expectation of privacy in electronic communications, use of Town of Bluffton property, or internet access. Town of Bluffton reserves the right to review, audit or monitor any Town of Bluffton information system.
2. Email is an extension and property of the Town of Bluffton Government.
3. The Town of Bluffton reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

4.2 Security and Proprietary Information

1. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. System will require you to change your password every 90 days. The IT Department will not keep a list of employee passwords, but is available to reset passwords occasionally when issues beyond the control of the individual staff members arise. Please make sure your password contains at least 8 characters with at least one capital letter and one number or special character in the password.
2. Because information contained on portable devices such as laptops, tablets and cell phones are is especially vulnerable, special care should be exercised with portable devices.

3. All hosts used by the employee that are connected to the Town of Bluffton Network shall be continually executing approved virus-scanning software with a current virus database.
4. Employees must use extreme caution when opening attachments received from unknown senders, which may contain viruses, bombs, or other invasive executable source codes detrimental to the Town systems.
5. Town of Bluffton reserves the right to filter internet access to ensure a safe working environment and enforce policies.

4.3. Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities. Under no circumstances is an employee of the Town of Bluffton authorized to engage in any activity that is illegal under local, state, or federal law while utilizing Town of Bluffton-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

1. Revealing unauthorized or confidential information.
2. Using Town of Bluffton email addresses for personal use.

System and Network Activities

Examples of inappropriate uses include but are not limited to**:**

The installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the Town of Bluffton;

Installation of **ANY** software not authorized by the Town of Bluffton; including, but not limited to: Screensavers, games, file-sharing programs, additional browsers, etc.

Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the Town of Bluffton or the end user does not have an active license;

Accessing pornographic or obscene material for other than law enforcement purposes;

Introduction of malicious programs into the network. (e.g., viruses, worms, Trojan horses, bombs, etc.).

Revealing your account password to others or allowing use of your account by others. (This includes family and other household members when work is being done at home);

Using a Town of Bluffton computing asset to transmit or knowingly accept receipt of any communication which is pornographic, obscene, or in the Town's opinion might contribute to a hostile work environment in that it demeans individuals on the basis of race, sex, religion, age, national origin, disability or some similar distinction;

Slander, libel, deliberate misinformation; Gaming: betting, gambling, wagering; or

Revealing unauthorized or confidential information.

Email and Communications Activities

1. Sending unsolicited messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (spam).

2. Any form of harassment via computer, telephone or paging, whether through language, content, frequency, or size of messages.
3. Unauthorized use, or forging, of header information.
4. Solicitation of email for any other address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.

Social Networks; Personal Web Sites; Blogs

Social networking, personal websites, and blogs have become common methods of self-expression. The Town respects the right of employees to use these media during their personal time. [The Town consents to reasonable limited access to social media sites during working hours or using Town equipment. What is “reasonable” is determined in the sole discretion of the Town. The only sure way to avoid violating the Town’s policy on personal social media site access is to not to access such sites at all during working hours or using Town equipment.

Employees must understand that material posted on these media may be read by persons other than those for whom it is intended. Employees are cautioned that they are responsible for the contents of social media posts they make. Posts that contain obscene or harassing material, that are unlawful, that contain personal attacks on coworkers, that reasonably call into question the employee’s judgment, or that reasonably cause concern among the public may result in discipline, up to and including termination from employment. Similarly, conduct that would violate Town policies if done in person also violates Town policy if done through social media. Employees may not disclose confidential information over social media or similar sites.

Employees who post on media sites and who have identified themselves as a member or employee of the Town on those sites, must make it clear that they are expressing their own views and not those of the Town

5.0 Enforcement

Any employee found to have violated any section of this Internet and Computer Usage Policy may be subject to disciplinary action, up to and including termination of employment.

COMPUTER AND INTERNET USAGE POLICY

Town of Bluffton
Employee Agreement for INTERNET AND COMPUTER USE

Internet and Computer technology includes internet access, electronic and voice message systems, facsimile devices, or other electronic systems used by the Town of Bluffton. I understand this technology is provided by the Town of Bluffton at the Town's expense and therefore is the Town's property. These are tools for my use for Town of Bluffton business transactions, research, records and communications. No one shall receive access to information technology without signing this agreement. Violation of this provision may subject me to discipline up to and including termination.

I agree that:

- I will not knowingly communicate, download, or forward anything that might be construed as harassing, hostile, or offensive to others based on ethnicity, race, gender, disability, age, religion or national origin.
- I will not use the Town of Bluffton's information technology to solicit non-Town of Bluffton business for any personal cause, including political or religious issues.
- I will not send to multiple recipients electronic mail with non-Town of Bluffton business content.
- I will abide by the Town of Bluffton's Internet and Computer Usage policy and procedures.

I understand that:

- Electronic mail is an extension of the Town of Bluffton Government.
- Electronic mail messages can be traced to the sender and recipient even after deleted from computers.

I understand that I have no expectation of privacy in my electronic communications, use of Town of Bluffton property, or Internet access. The Town of Bluffton reserves the right to review, audit, or monitor any Town of Bluffton information technology that I use. The Town may generate a list of all websites I have visited and may retrieve files even though "deleted" by the user.

Examples of inappropriate uses include but are not limited to:

- Illegal activities
- Gaming, betting, gambling, wagering
- Representing personal opinion as that of the Town
- Unauthorized solicitations
- Accessing pornographic material for other than law enforcement purposes
- Revealing unauthorized or confidential information
- Slander, libel, deliberate misinformation

COMPUTER AND INTERNET USAGE POLICY

I agree that:

- I will not knowingly display, print, download, or send any questionable image or message.
- I will immediately advise anyone sending me improper or questionable material that such transmissions should stop.
- If I have a question about whether an activity is inappropriate, I will contact my Supervisor.
- I will not open items that the virus scanner has warned contains a virus and will delete such items immediately.
- I will not use Town of Bluffton email for personal uses of any kind.

_____ _____

Employee Signature Date

_____

Print Employee Name

SOCIAL MEDIA POLICY

Purpose

Town of Bluffton departments may utilize social media and social network sites to further enhance communications with various stakeholder organizations in support of Town goals and objectives. Town officials, Town committees, and staff have the ability to publish articles, facilitate discussions and communicate information through various media related to conducting Town business. Social media facilitates further discussion of Town issues, operations and services by providing members of the public the opportunity to participate in many ways using the Internet.

For the purpose of this Town of Bluffton Social Media Policy, the following terms are defined as provided below:

A. **Social Media:** Social media is content created by individuals using accessible and scalable technologies through the Internet. Examples of social media include Facebook, blogs, MySpace, RSS, YouTube, Twitter, LinkedIn, Delicious, Flicker, etc.

B. **Blog:** An abridgment of the term web log is a Town of Bluffton website with regular entries of commentary, descriptions of events, or other material such as graphics or video.

C. **Town of Bluffton Author:** An authorized Town of Bluffton official that creates and is responsible for posted articles and information on social media sites.

D. **Article:** An original posting of content to a Town of Bluffton social media site by a Town of Bluffton author.

E. **Commenter:** A Town of Bluffton official or member of the public who submits a comment for posting in response to the content of a particular Town of Bluffton article or social media content.

F. **Comment:** A response to a Town of Bluffton article or social media content submitted by a commenter.

G. **Town of Bluffton Moderator:** An authorized Town of Bluffton official, who reviews, authorizes and allows content submitted by Town of Bluffton authors and public commentators to be posted on Town of Bluffton social media sites.

SOCIAL MEDIA POLICY

1. All Town of Bluffton social media sites shall be:
    - Approved by the Town Manager and the requesting Department Head;
    - Published using an approved Town social networking platform and tools;
    - Created by the Department of Information Technology Web Team, IT personnel or the Public Information Officer, their designee or the Town of Bluffton Moderator. Designees can be any department employee or volunteer designated by the requesting Department Head that has a complete understanding of this policy and has appropriate content and technical experience.

2. All Town of Bluffton social networking sites shall adhere to applicable state, federal and local laws, regulations and policies including the **Information Technology Acceptable Use Policy** and other applicable Town policies.

3. **Freedom of Information Act (FOIA)** and policies apply to social media content and therefore content must be able to be managed, stored and retrieved to comply with these laws.

4. All social network sites and entries shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.

5. Content submitted for posting that is deemed not suitable for posting by a Town of Bluffton social networking moderator because it is not topically related to the particular social networking site objective being commented upon, or is deemed prohibited content based on the criteria in Item 8 of this policy, shall be retained pursuant to the records retention schedule along with a description of the reason the specific content is deemed not suitable for posting.

6. The Town reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.

7. Each Town of Bluffton social networking site shall include an introductory statement which clearly specifies the purpose and topical scope of the blog and/or social network site. Where possible, social networking sites should link back to the official Town of Bluffton Internet site for forms, documents and other information. See Attachment A – Blog Standards.

8. Town of Bluffton social networking content and comments containing any of the following forms of content shall not be allowed for posting:
    - Comments not topically related to the particular site or blog article being commented upon;
    - Profane language or content;
    - Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;

- Sexual content or links to sexual content;
- Solicitations of commerce;
- Conduct or encouragement of illegal activity;
- Information that may tend to compromise the safety or security of the public or public systems; or
- Content that violates a legal ownership interest of any other party.

9. All Town social networking moderators shall be trained regarding the terms of this Town of Bluffton policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy.

10. All social networking sites shall clearly indicate they are maintained by the Town of Bluffton and shall have the Town of Bluffton contact information prominently displayed.

11. Employees representing the Town government via social media outlets must conduct themselves at all times as a representative of the Town and in accordance with all human resource policies. Attachment B – Employee Guidance for Participating in Social Networking.

12. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

13. Due to the evolving nature of social media, the policies and guidelines are subject to revision by the Town of Bluffton as approved by the Town Manager.

Attachment A - Blog Standards

Comments submitted by members of the public must be directly related to the content of the articles. Submission of comments by members of the public constitutes participation in a limited public forum.

Town of Bluffton blog moderators shall allow comments that are topically related to the particular article being commented and thus within the purpose of the limited public forum, with the exception of the prohibited content listed in Social Media Policy - Item 8.

Author and Commenter Identification:

1. All Town of Bluffton blog authors and public commentators shall be clearly identified. Anonymous blog postings shall not be allowed.

2. Enrollment of public commentator shall be accompanied by valid contact information, including a name, address, and email address.

Ownership and Moderation:

1. The content of each Town of Bluffton blog shall be owned by and the sole responsibility of the department producing and using the blog.

2. Documents and articles submitted to a Town of Bluffton blog shall be moderated by an authorized and trained blog moderator.

Blog Comments & Responses:

1. All blog articles and comments shall be reviewed and approved by an authorized blog moderator before posting on a Town of Bluffton blog.

2. All blog articles and comments submitted for posting with attached content shall be scanned using antivirus technology prior to posting.

3. The linked content of embedded hyperlinks within any Town of Bluffton blog articles or blog comments submitted for posting shall be evaluated prior to posting by the Information Technology Web Team.

4. Any posted hyperlinks shall be accompanied by a disclaimer stating that the Town of Bluffton guarantees neither the authenticity, accuracy, appropriateness nor security of the link, website or content linked thereto.

Attachment B - Employee Guidance for Participating in Social Networking

The Town of Bluffton understands that social networking and Internet services have become a common form of communication in the workplace and among stakeholders and citizens. Social networks are online communities of people or organizations that share interests and/or activities and use a wide variety of Internet technology to make the interaction a rewarding experience. Employees that choose to participate in social networks as a Town employee should adhere to the following guidelines:

1. Town policies, rules, regulations and standards of conduct apply to employees that engage in social networking activities while conducting Town business. Use of your Town e-mail address and communicating in your official capacity will constitute conducting Town business.

2. Town employees must notify their supervisor and the IT department if they intend to create a social networking site or service to conduct Town business.

3. Departments have the option of allowing employees to participate in existing social networking sites as part of their job duties. Department Heads may allow or disallow employee participation in any social networking activities in their departments.

4. Protect your privacy, the privacy of citizens, and the information the Town holds. Follow all privacy protection laws, e.g., HIPAA, and protect sensitive and confidential Town information.

5. Follow all copyright laws, public records laws, retention laws, fair use and financial disclosure laws and any others laws that might apply to the Town or your functional area.

6. Do not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their approval.

7. Make it clear that you are speaking for yourself and not on behalf of the Town of Bluffton. If you publish content on any website outside of the Town of Bluffton and it has something to do with the work you do or subjects associated with the Town, use a disclaimer such as this: “The postings on this site are my own and don’t necessarily represent the Town’s positions or opinions.”

8. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the Town’s workplace. Avoid comments or topics that may be considered objectionable or inflammatory.

9. If you identify yourself as a Town employee, ensure your profile and related content is consistent with how you wish to present yourself to colleagues, citizens and other stakeholders.

10. Correct your mistakes, and don’t alter previous posts written by others without indicating that you have done so. Frame any comments or opposing views in a positive manner.

11. Add value to the Town of Bluffton through your interaction. Provide worthwhile information and perspective.

Town of Bluffton Social Media Policy Acknowledgement

My signature below acknowledges that I am in receipt of the following Town of Bluffton policy.
I understand that all employees are expected to honor this policy.

_____ _____

Employee Signature Date

_____

Print Employee Name

ELECTRONIC MAIL RECORDS RETENTION AND DESCTRUCTION POLICY

I. PURPOSE

The purpose of this policy is to guide Town staff to appropriately and effectively use electronic mail or email. Email communication is an integral part of the Town of Bluffton's business and with technology rapidly changing; this policy does not address every situation. The purpose of the Town's policy is to set forth general principles for the use of email.

II. SCOPE

This policy covers email systems used by the Town of Bluffton in terms of record retention and storage. The Town's records are created and received in both paper and electronic formats. Management of paper and electronic records must be coordinated and controlled to reduce liability, avoid gaps in documentation, eliminate inconsistencies, and avoid unnecessary duplication. It is the Town's policy to provide for efficient retention and disposition of email communications. The Town's goal is for effective email management and to ensure compliance with laws concerning the creation, retention, and access to public records regarding email.

As with other correspondence, it is important to note that it is the content of the electronic mail message that determines the retention requirement.

III. DEFINITIONS

Information created or received by the Town is a local government record if it meets the definition in the Local Government Records Act:

Local Government Record means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

This definition does not include extra identical copies of documents created only for convenience of reference or research by employees.

Three types of records commonly written in email transactions relate to the following record series: General Correspondence, Routine Correspondence and Administrative Correspondence.

1. **General Correspondence** means incoming/outgoing and internal correspondence pertaining to the regular and routine operation of the policies, programs, services, or projects of a local government. May also include subject files, which are a collection of correspondence, memos and

printed materials on various individuals, activities and topics. **Records Retention: 5 years**

2. **Routine Correspondence** means correspondence and internal memoranda such as letters of transmittal, requests for publications, internal meeting notices, and similar routine matters. **Records Retention: Administratively Valuable.**

   Administratively Valuable means a record should be retained for as long as the record is valuable to the employee in their daily use. This type of record shall be deleted when the record is no longer useful to the employee. A destruction request is not required for these records.

3. **Administrative Correspondence** means incoming/outgoing and internal correspondence pertaining to the formulation, planning, implementation, modification, or redefinition of the programs, services, or projects of a local government and the administrative regulations, policies, and procedures that govern them. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities and topics. **Records Retention: Five (5) years**.

This type of record should be deleted when it meets the retention period. A destruction request is required for these records.

IV. EMAIL RECORDS RETENTION POLICY

The use of electronic media such as email and other forms of electronically stored information (ESI) has replaced paper as the predominant method to capture and store information for most city departments. Due to the volume of email correspondence sent and received, it is unrealistic and inefficient to expect employees to make individual decisions regarding the retention requirements of each email. As a result, the Town establishes that as of the date this policy is signed, all Town email correspondence will be kept in the Email Archive System for a period of five (5) years.

The five-year retention period refers to the email header, message text and includes all attachments. It is the email originators or initial Town recipient's responsibility to ensure that these documents are moved from the email system to electronic storage for the required retention period if longer than the five-year period. **Note:** Enforcement of the above email retention periods is based solely on the date the email first entered the system.

To reiterate, it is the content of the email that determines the required retention period. Email will be retained in the Archive according to the established five-year retention period. This policy will be enforced within our Email Archiving Appliance and will be the responsibility of the Technology Department to maintain compliance, the end user will not be responsible for maintaining the retention policy.

V. RESPONSIBILITY

This policy applies to all employees and Council members that are permitted to use the Town's electronic mail system for sent and received emails.

Electronic documents meeting the legal definition of a Local Government record are subject to all records management requirements set forth in the Town's Records Retention Program for sent and received emails. For messages received from outside

the city, the receiver should maintain the official record according to the retention period for that record series.

VI. MAINTENANCE AND RECORDKEEPING REQUIREMENTS

Local Government records created using an email system will be stored in accordance with the guidelines established by documents as amended from time to time by the South Carolina State Law and Archives Commission.

VII. DISPOSITION

Local Government records may be destroyed with the approval of the Department Head, Town Manager and Town Attorney pursuant to the State and Town regulations governing records retention.

ELECTRONIC MAIL RECORDS RETENTION & DESTRUCTION POLICY

Security measures should be taken to protect email records from unauthorized alterations or deletions. Convenience copies should not be kept longer than the record copies. Backup of email is for security purposes and disaster recovery purposes only. Backup systems are retained and managed by the Information Technology Department.

Destruction of local government records that violates the provisions of the Local Government Records Act is a Class A misdemeanor. Anyone destroying local government records without authorization may also be subject to criminal penalties and fines under the Public Information Act.

GRIEVANCE PROCEDURE/POLICY

Filing a Grievance

1) The Town of Bluffton adopts a grievance procedure in accordance with the "County and Municipal Employees Grievance Procedure Act," Section 8-17-110, et seq., Code of Laws of South Carolina, 1976.
2) Nothing in this grievance procedure creates a property interest in employment or a contract of employment, nor does this procedure limit the authority of the Town Manager under Section 5-13-90, Code of Laws of South Carolina, 1976, as amended to remove any employee when necessary for the good of the Town.
3) The Town will attempt to settle any employee grievance as expeditiously as possible. Should the grieving party fail to observe the time limits set out in this Section, their grievance shall be considered abandoned. Any grievance not answered by the Town within the prescribed time limits shall automatically advance to the next higher step.

1. Definition of a Grievance:

a) A grievance is defined as any complaint by a regular full-time or part-time employee that he/she has been treated in violation of Town policies with regard to any matter pertaining to his/her employment by the Town.

b) This definition includes, but is not limited to discharge, suspension, promotion and demotion.

c) An employee's compensation level, salary grade and performance evaluation rating are not grievable, except as it applies to alleged inequities within the employee's department. However, if an employee believes that he/she has not received or been credited with or has otherwise lost wages or benefits to which he/she is entitled, he/she must present their grievance in accordance with this procedure or such wages or benefits may be forfeited.

2. Grievance Procedure:

a) **Step 1**: The employee shall first discuss the grievance with their immediate supervisor. This must be done within 10 calendar days of the event giving rise to the grievance or the employee's knowledge of the events giving rise to the grievance. If the immediate supervisor is unable or unwilling to adjust the grievance to the satisfaction of the employee, the employee must take Step 2. In unusual cases if the nature of the grievance is such that the employee feels they cannot discuss it with their immediate supervisor, he/she may bypass Step 1, and proceed directly to Step 2.

b) **Step 2:** The employee shall follow the chain of command, appealing to each successive level of supervision through that of the Director. All Step 1 and Step 2 appeals may be oral.

i. At each level, each supervisor shall have four (4) calendar days to render a decision.

ii. If no decision is made within this time, the grievance shall be considered denied and the employee may appeal to the next level of supervision.

iii. If a supervisor at a particular level is unavailable to consider the grievance, the appeal shall be considered denied and the employee may appeal to the next level of supervision.

c) In the case of a newly hired probationary employee the Director's decision shall be final.

d) A regular employee may appeal the Director's denial of the grievance to the grievance committee by filing an Employee Grievance Form (See End of Section) with Human Resources. The Employee Grievance Form must include the following information:

i. The purpose of the appeal and the requested resolution; and

ii. A statement that the chain-of-command has been followed in the appeal as is required by the grievance procedure.

e) Human Resources can assist in preparing the appeal if requested. The grieving employee, affected Supervisor and any other person (e.g. witness or supervisors) associated with the grievance shall not communicate with a grievance committee member regarding the grievance. In the event a committee member is contacted by any aforementioned party, he/she shall inform the committee chairperson.

f) Within ten (10) calendar days of receipt of the employee's request, the Chairperson of the grievance committee shall schedule the requested hearing and notify the grievance committee, the employee requesting the hearing, the affected Director, Supervisor, and Human Resources.

3. The Employee Grievance Committee:

a) The Town Manager shall appoint a committee composed of five (5) employees and two (2) alternates to serve one (1) term of three (3) years, except that the members appointed initially shall be appointed so that their terms will be staggered, and approximately one-third (1/3) of the terms shall expire each year. Upon completion of their first term, members may be reappointed by the Town Manager to one (1) additional succeeding three (3) year term. After serving two (2) consecutive terms, a member may not be reappointed to the committee until a two (2) year period has elapsed.

b) A member shall continue to serve after the expiration of his term until a successor is appointed. Any interim appointment to fill a vacancy for any cause prior to completion of a member's term shall be for the unexpired term. In the event a vacancy occurs prior to the midpoint of a member's term, the successor member shall complete the unexpired term and shall be credited with serving one (1) full term. For vacancies filled after the midpoint of a member's term, the successor member shall complete the unexpired term but shall not be credited with serving a full term and may thereafter serve up to two (2) full terms.

c) Members will be selected on a broadly representative basis from among Town employees.

d) Members of the grieving employee's department or those having formed an opinion on the issues prior to the hearing shall not participate in that employee's hearing.

e) All grievance complaints, documents, statements, and matters shall be kept confidential by all grievance committee members and all other employees involved.

f) The committee annually shall select a chairperson from among its members.

   i. The chairperson shall serve as the presiding officer at all hearings which he/she attends. The chairperson may designate another member to serve as presiding officer in his/her absence.

   ii. The chairperson shall have authority to schedule and to re-schedule all hearings.

4. Quorum:

A quorum shall consist of at least four (4) members. Alternate members of the committee in attendance may be counted to form a quorum. No hearings may be held or action taken without a quorum being present.

5. General Information about Hearings:

a) All grievance complaints, documents and statements will be provided to principal parties involved in the grievance. The grieving party and department representative(s) shall forward witness lists and supporting documentation they wish to submit as evidence to the committee via Human Resources for receipt not less than three (3) work days prior to the scheduled hearing. The witness list should include an explanation of witness relevance and expected testimony. Human Resources must forward this information to Committee members and both parties immediately upon receipt.

b) The chairperson or presiding officer has control of the proceedings. Scripted format is provided as guidance but does not have to be followed verbatim as long as general content is covered by the chairperson. The chairperson shall take whatever action is necessary to ensure an equitable, orderly, and expeditious hearing. Parties shall abide by his/her decisions, except where a committee member objects to a decision to accept or reject evidence, in which case a majority vote of the committee governs.

c) The committee has the authority to:

   i. Call for files, records, papers, and other forms of evidence, which are relevant to any investigation and which are subject to the control of the Town Manager;

   ii. Request or consider affidavits of witnesses;

   iii. Request and hear the testimony of witnesses;

   iv. Consider the results of polygraph examinations;

   v. Secure the services of a recording secretary at its discretion.

d) The committee has no authority to subpoena witnesses, documents or other evidence. The committee has no authority to compel any Town employee to attend any hearing over his objection.

e) All proceedings shall be recorded. The official tape recording and the official minutes of all hearings are subject to the control and disposition of the Town Manager. The Human Resources Director is responsible for coordination of the grievance procedure and for the maintenance and control of grievance records.

f) Witnesses, other than the grieving employee and the department representative, shall be sequestered when not testifying. All witnesses shall testify under oath.

g) All hearings shall be held in executive session, unless the employee requests an open hearing.

h) Neither the grieving employee nor the department representative may be assisted by advisors or by attorneys during the hearing itself. However, the committee may request legal advice at any time such advice is considered necessary. Human Resources shall provide assistance in reading written materials to the committee at the request of a grieving employee.

6. Disciplinary Grievance Hearings:

a) In a grievance hearing involving disciplinary actions imposed by The Directors, Supervisors or their subordinate supervisors, the employee must receive written notice with reasonable detail of the nature of the acts or omissions which are the basis for the disciplinary action.

i. This notice may be amended up to 24 hours prior to the commencement of the hearing.

ii. The department must demonstrate the disciplinary action was for the good of the Town.

iii. The department representative shall make the first presentation to the committee at the hearing. The employee shall make the second presentation.

iv. The committee may base its findings and recommendations (and the Town Manager his/her decision) on any additional or different grounds developed from the employee's presentation at the hearing.

7. Non-Disciplinary Grievance Hearings:

a) In non-disciplinary grievances, the employee must establish that a right existed to which the employee was entitled and that it was denied him illegally or in violation of Town policy.

b) The employee shall make the first presentation to the committee at the hearing. The department representative shall make the second presentation.

8. Grievance Presentations:

a) In all grievances, the grieving employee and the department representative shall each be limited to one (1) hour of initial presentation.

b) The party presenting first shall be entitled to a ten (10) minute rebuttal of the other party's presentation.

c) The chairperson shall appoint himself/herself or another member of the committee as timekeeper.

d) In all grievances, presentations may be oral, in writing or both and may be supported by affidavits, sworn signed statements from witnesses, records and other documentary evidence to include but not be limited to photographs and other physical evidence.

e) Presentations shall be made by the grieving employee (with reading assistance from Human Resources if the employee desires) and by a managerial employee of the affected department.

f) Neither party may call relevant witnesses or question the other party or any witnesses called by the committee.

9. Decision:

a) The committee shall, within ten (10) business days after hearing a grievance, make its findings and recommendations and report such findings and recommendations to the Town Manager. In the event of a tie vote, the committee shall make separate findings and recommendations reflecting each position and report each to the Town Manager.

b) The Town Manager may approve or reject the findings and recommendations of the committee. If the Town Manager approves the recommendation of the committee, copies of the decision shall be transmitted to the grievance committee, to both parties, and to the head of the particular department(s) involved.

If the Town Manager rejects the findings and recommendations of the committee, the Town Manager shall make his/her own decision, within a reasonable amount of time and without further hearing. The decision of the Town Manager shall be final. Copies of the decision shall be transmitted to the grievance committee, to both parties, and to the head of the particular departments(s) involved.

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WHD
WAGE AND HOUR DIVISION

YOUR RIGHTS UNDER USERRA

THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- ☆ you ensure that your employer receives advance written or verbal notice of your service;
- ☆ you have five years or less of cumulative service in the uniformed services while with that particular employer;
- ☆ you return to work or apply for reemployment in a timely manner after conclusion of service; and
- ☆ you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- ☆ are a past or present member of the uniformed service;
- ☆ have applied for membership in the uniformed service; or
- ☆ are obligated to serve in the uniformed service;

then an employer may not deny you:

- ☆ initial employment;
- ☆ reemployment;
- ☆ retention in employment;
- ☆ promotion; or
- ☆ any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

HEALTH INSURANCE PROTECTION

- ☆ If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- ☆ Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

ENFORCEMENT

- ☆ The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- ☆ For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its website at **http://www.dol.gov/vets**. An interactive online USERRA Advisor can be viewed at **http://www.dol.gov/elaws/userra.htm**.
- ☆ If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
- ☆ You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: **http://www.dol.gov/vets/programs/userra/poster.htm**. Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.

U.S. Department of Labor
1-866-487-2365

U.S. Department of Justice

Office of Special Counsel

1-800-336-4590

Publication Date — April 2017

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

▸ PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to $511 daily and $5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to $200 daily and $2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at ⅔ for qualifying reason #5 below for up to $200 daily and $12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

▸ ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

▸ QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

▸ ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information or to file a complaint:
1-866-487-9243
TTY: 1-877-889-5627
dol.gov/agencies/whd

WH1422 REV 03/20

RECOMMENDED MOTION LANGUAGE

"I make a motion to approve a resolution amending the Town of Bluffton Employee Handbook to add new policies and revisions in response to COVID-19 and other potential emergencies."